

ORIGINAL

AGREEMENT FOR SERVICES #074-S1511 AMENDMENT II

Subscription Agreement for a Hosted Platform Solution

This Amendment II to that Agreement for Services #074-S1511 dated November 17, 2014 (the "Agreement"), is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Mediuware Human & Social Services, Inc., a Delaware Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 11700 Plaza America Drive, Suite 1001, Reston, VA 20190, and whose Agent for Service of Process is CSC - Lawyers Incorporating Service, 2710 Gateway Oaks Drive, Suite 150N, Sacramento, CA 95833 (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, Contractor has been engaged by County to provide licensing for software products and services for the Health and Human Services Agency ("HHSA") in accordance with Agreement 074-S1511 dated November 17, 2014; incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to amend and replace **Section 11 – Subsection 11.17. Insurance** to the Agreement as revised in Amendment No. 1.

WHEREAS, Contractor and County mutually agree to concurrently execute Amendment I and Amendment II; and

NOW THEREFORE, the parties do hereby agree that Agreement for Services #074-S1511 shall be amended a second time as follows:

1. Section 11 – Subsection 11.17. Insurance, is hereby amended as follows:

11.17. **Insurance.** Contractor shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.

- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without prior written notice to County, and;
 - 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. For claims arising out of the negligent acts of Contractor, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. To the extent applicable, Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

- 2. Schedule B attached hereto is hereby amended and replaced.
- 3. Exhibit B attached hereto is hereby added to Agreement 074-S1511.
- 4. The Agreement and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral agreements or understandings; and

//
 //
 //
 //
 //
 //
 //
 //

5. Except as herein amended, all other parts and sections of that Agreement #074-S1511 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: Michelle Hunter
Michelle Hunter
Program Manager
Health and Human Services Agency

Dated: 3/9/16

Requesting Department Head Concurrence:

By: Don Ashton
Don Ashton, M.P.A.
Director
Health and Human Services Agency

Dated: 3/12/2016

//

//

//

//

//

//

//

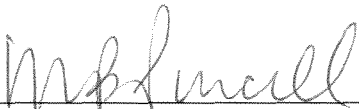
//

//

//

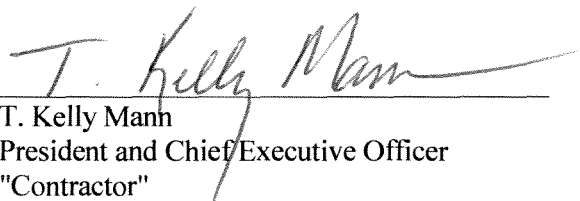
IN WITNESS WHEREOF, the parties hereto have executed this Amendment II to the Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

By:  Dated: 3/11/16
Purchasing Agent
Chief Administrative Office
"County"
Deputy Clerk

-- CONTRACTOR --

MEDIWARE HUMAN & SOCIAL SERVICES, INC.
A DELAWARE CORPORATION

By:  Dated: 3.8.2016
T. Kelly Mann
President and Chief Executive Officer
"Contractor"

JA

Contract #: 074-S1511 A2
Index Code: 531160, 531301

CONTRACT ROUTING SHEET


Date Prepared: 10/22/15 ^{12/2/15} ~~10/29/15~~ - to Counsel

Need Date: 11/10/15

PROCESSING DEPARTMENT:

Department: HHSA/CSD
Dept. Contact: Jennifer Anderson

Phone #: X6901

Department
Head Signature: 
Don Ashton, M.P.A.,
Director

CONTRACTOR:

Name: Harmony Information Systems, Inc.
Address: 11700 Plaza America Drive,
Suite 1001

Reston, VA 20190

Phone: 703-674-5100

CONTRACTING DEPARTMENT: HHSA/Community Services Division


Service Requested: Proprietary Software for Community Services Programs

Contract Term: Upon execution - 11/16/18 Contract/Grant Value: \$243,255 (no change)

Compliance with Human Resources requirements? N/A Yes No

Compliance verified by: _____

COUNTY COUNSEL: (Must approve all contracts and MOU's)


Approved: Disapproved: _____ Date: 12/14/15 By: 

Approved: _____ Disapproved: _____ Date: _____ By: _____

EL DORADO COUNTY COUNSEL
2015 DEC -3 A 11:20

PLEASE FORWARD TO RISK MANAGEMENT. THANK YOU!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: Disapproved: _____ Date: 12/15/15 By: 

Approved: _____ Disapproved: _____ Date: _____ By: _____

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract)

NOTE: Any contract that involves the development, installation, implementation, storing, retrieving, transfer, or sending of electronic information, the acquisition of software or computer related items, or any other service/item that may be IT related, especially those that involve computers and telecommunications, must be approved by IT before submission to Counsel. This also applies to any other contract that requires approval from another department.

Departments: Information Technologies

Approved: _____ Disapproved: _____ Date: _____ By: _____

Approved: _____ Disapproved: _____ Date: _____ By: _____

Please contact Jennifer Anderson x6901 with questions or for contract packet pick-up. Thank you!


CFO Review/Date

10/23/15



10/23/15
Deputy Director - Admin/Finance

10/22/15

ORIGINAL

AGREEMENT FOR SERVICES #074-S1511 AMENDMENT I

Subscription Agreement for a Hosted Platform Solution

This Amendment I to that Agreement for Services #074-S1511 dated November 17, 2014 (the "Agreement"), is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Harmony Information Systems, Inc., a Virginia Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 11700 Plaza America Drive, Suite 1001, Reston, VA 20190, and whose Agent for Service of Process is Lawyers Incorporating Service, 2710 Gateway Oaks Drive, Suite 150N, Sacramento, CA 95833 (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, Contractor has been engaged by County to provide licensing for software products and services for the Health and Human Services Agency ("HHSA") in accordance with Agreement 074-S1511 dated November 17, 2014; incorporated herein and made by reference a part hereof; and

WHEREAS, Harmony Information Systems, Inc. has legally changed their corporate name to Mediware Human and Social Services, Inc.; and

WHEREAS, the parties hereto have mutually agreed to amend the Agreement to reflect the corporate name change, amend and replace **Section 11 – Subsection 11.17. Insurance, Schedule B to Masters Terms and Conditions Professional Service Order Form** and add **Exhibit B – Administrative Access Addendum** to the Agreement.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #074-S1511 shall be amended a first time as follows:

1. Section 11 – Subsection 11.17. Insurance, is hereby amended as follows:

11.17. **Insurance.** Contractor shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.

- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without prior written notice to County, and;
 - 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

- 2. Schedule B attached hereto is hereby amended and replaced.
- 3. Exhibit B attached hereto is hereby added to Agreement 074-S1511.
- 4. The Agreement and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral agreements or understandings; and

//
//
//
//
//
//
//

5. Except as herein amended, all other parts and sections of that Agreement #074-S1511 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: Michelle Hunter
Michelle Hunter
Program Manager
Health and Human Services Agency

Dated: 3/9/16

Requesting Department Head Concurrence:

By: Don Ashton
Don Ashton, M.P.A.
Director
Health and Human Services Agency

Dated: 3/10/16

//

//

//

//

//

//

//

//

//

//

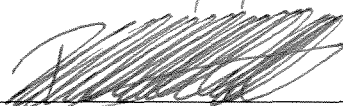
//

//


//

IN WITNESS WHEREOF, the parties hereto have executed this Amendment I to the Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

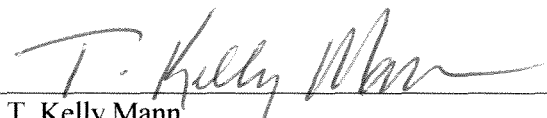
Dated: 3/11/16
By: 
Ron Mikualco / Brian Neerkamp, Chair
Board of Supervisors
"County"

ATTEST:
James S. Mitrison
Clerk of the Board of Supervisors

By: 
Deputy Clerk
Dated: 3/11/16

-- CONTRACTOR --

HARMONY INFORMATION SYSTEMS, INC.

By: 
T. Kelly Mann
President and Chief Executive Officer
"Contractor"
Dated: 3-8-2016

JA

**Schedule B to Master Terms and Conditions
Professional Services Order Form
Amendment I**

Item – One-time Implementation Services	Quantity	Price	Cost
Deployment Standard Services for implementing SAMS Financial Management and the related licensed products: <ul style="list-style-type: none"> - Project Management, Discovery - Configuration Preparation and Set-up of Administrative Structure - Management of single database preparation - Harmony for Aging I&R Administrative Table - Administrator Orientation - Standard Deployment services - Go Live Support Included Add-On Services: <ul style="list-style-type: none"> - Up to 20 hours of assessment form development and/or development assistance by a Harmony Resource On-site Training Services (2 days): <ul style="list-style-type: none"> - Standard SAMS Case Management training, including Care Management (1.5 days, up to 25 users) - Harmony for Aging I&R training (0.5 day, up to 25 users) Web Based trainings <ul style="list-style-type: none"> - SAMS Administrator (0.5 day, up to 5 users) - Assessment Designer (0.5 day, up to 5 users) - SAMScan Training (0.5 day, up to 25 users) - CDA Reporter (0.5 day, up to 25 users) 	1		\$25,610
Data conversion of consumer demographics, service deliveries, and assessments	1		\$7,800
Development of one custom report that will allow SAMScan client ID barcodes can be printed direct to card stock using a plastic card stock printer	1		\$5,700
Total One-Time Implementation Services**			\$39,110
Estimated Travel expenses for 2 day Onsite Discovery and 2 day Onsite Training. Travel will be charged in accordance with <i>Board of Supervisors Travel Policy</i> .			\$4,985
Item – Hardware	Quantity	Price	Cost
SAMScan Wedge Scanners	7	\$130	\$910
Additional SAMScan Wedge Scanners	5	\$130	\$650

Total First Year Professional Services Investment: (One-Time Setup, Scanner Hardware, and Travel Estimate)	\$45,655
Total Contract Amount	\$243,255

**The detail scope of work related to the above cost is outlined in the attached *El Dorado County, CA – Area Agency on Agency PSA 29 – Client Management Software Proposal*, Last Revised: June 09, 2014.

Exhibit B

Administrative Access Addendum

1. Grant of Limited Administrative Access; Protection of Privileges. Subject to the terms and conditions herein and in the Agreement, Harmony agrees to provide Client with limited, remote administrative access for up to four (4) Administrators (defined below) to limited aspects of Harmony's portal environment, solely to the extent necessary for Client to manage accounts of the authorized individual users of the Software (the "Authorized Purpose"). The degree of access shall be determined by Harmony, in its sole discretion, but at a minimum, the Authorized Purpose shall include; (i) providing Client's Administrators with the ability to remotely access, via the web, Harmony's portal administration, (ii) creating and managing Client's user accounts, (iii) setting user access and security configuration, (iv) create and edit portal user accounts, (v) inactivate portal user accounts, (vi) reset portal user passwords, (vii) manage user access to applications, and (viii) add website links to portal view and post announcements on the portal. Client and the Administrators administrative access shall be for the Authorized Purpose, and for no other purpose, and Client (including the Administrators) are expressly prohibited from using such access to, among other things, change the number of authorized licensed users, change, in any way, the license grant authorized in the Agreement, or access any portion of the Software and/or the Software environment not expressly necessary to accomplish the Authorized Purpose. Client and the Administrators shall appropriately safeguard the administrative access rights granted hereunder to prevent unauthorized use. Client shall only provide administrative access to employees who are, prior to being given such access, identified to Harmony in writing, and approved by Harmony (such identified and approved employees, the "Administrators"). Client shall notify Harmony in writing of any proposed change in the Administrators prior to granting/changing such access, and Client shall ensure that Administrators who leave Client's employ, or who are otherwise removed from the role of an Administrator are denied access immediately upon such change. Client (including the Administrators) shall not abuse or misuse the administrative access granted hereunder, and any abuse shall constitute a breach of this Addendum.

2. Liability for Administrative Access.
 - a. Client Liability. Notwithstanding anything to the contrary, Client shall, without limitation, defend, indemnify and hold Harmony harmless from any and all claims, expenses liabilities, penalties and costs (including, without limitation, reasonable attorney's fees and court costs) arising out of or related to this Addendum or the administrative access granted hereunder.

 - b. No Liability for Harmony. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL HARMONY (1) HAVE ANY LIABILITY WHATSOEVER IN CONNECTION WITH THIS ADDENDUM, OR THE ACCESS GRANTED HEREUNDER, OR (2) BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, IN CONNECTION WITH THIS ADDENDUM. SHOULD THE FOREGOING LIMITATION FAIL OF ITS ESSENTIAL PURPOSE, THEN HARMONY'S MAXIMUM, CUMMULATIVE LLABILITY ARISING UNDER OR IN CONNECTION WITH THIS ADDENDUM SHALL NOT EXCEED ONE THOUSAND DOLLARS (\$1,000.00).

3. Incorporation into Agreement. This Addendum is hereby incorporated into the Agreement and made a part thereof.
4. Term and Termination. Once fully executed, this Addendum shall remain in effect for so long as the Agreement is in effect, unless terminated earlier as provided for herein. This Addendum may be terminated early, without cause and for any reason, by Harmony upon five (5) days' prior written notice to Client. In addition, and notwithstanding anything to the contrary, Harmony may immediately terminate and/or suspend the rights granted under this Addendum for cause; (A) upon Client's or an Administrator's breach of this Addendum, or (B) in the event Harmony has reason to believe, in its sole discretion, that the security or integrity of Harmony's software, services or networks are at risk. In the event Client's administrative access is terminated, Harmony agrees to perform such services that were previously performed by Client under this Addendum. Harmony reserves the right to charge a fee for such services. Such fee shall be mutually agreed upon by Client and Harmony. Any termination or suspension permitted hereunder shall be without penalty to Harmony. Termination of this Addendum shall not operate to terminate the Agreement, unless this Addendum is terminated by Harmony for cause.
5. Modification of Agreement. To the extent the Agreement imposes upon Harmony any obligations that are necessary or required in connection with the Authorized Purpose, then the parties agree that, as of the Effective Date, the Agreement is hereby modified to suspend such obligations until such time, that Harmony expressly resumes such obligations as documented in writing.
6. Miscellaneous. This Addendum, including the Agreement, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements with respect to the subject matter of this Agreement. No waiver or modification of this Addendum will be binding upon either party unless made in writing and signed by duly authorized representatives of such party, and no failure or delay in enforcing any right will be deemed a waiver of such right. If any provision of this Addendum shall be found to be illegal or unenforceable, such illegal or unenforceable provision will be deemed modified to the limited extent required to permit its enforcement in a manner most closely approximating the intention of the parties expressed herein. This Addendum may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one instrument. The parties agree that signatures transmitted and received via facsimile or other electronic means shall be treated as original signatures and shall be deemed valid, binding and enforceable by and against the parties.

Contract #: 074-S1511 A1
Index Code: 531160, 531301

CONTRACT ROUTING SHEET

Date Prepared: ~~7/14/15~~ 7/24/15 ^{To Counsel}

Need Date: 8/7/15

PROCESSING DEPARTMENT:

Department: HHSA/CSD

Dept. Contact: Jennifer Anderson

Phone #: X6901

Department

Head Signature: 

Don Ashton, M.P.A.,
Director

CONTRACTOR:

Name: Harmony Information Systems, Inc.

Address: 11700 Plaza America Drive,
Suite 1001

Reston, VA 20190

Phone: 703-674-5100

CONTRACTING DEPARTMENT: HHSA/Community Services Division

Service Requested: Proprietary Software for Community Services Programs

Contract Term: Upon execution - Contract/Grant Value: \$ 243,235

Compliance with Human Resources requirements? N/A Yes No

Compliance verified by: _____

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: Disapproved: Date: 7/29/15 By: PA [Signature]

Approved: Disapproved: Date: _____ By: _____

EL DORADO COUNTY COUNSEL
2015 JUL 27 PM 1:15

PLEASE FORWARD TO RISK MANAGEMENT. THANK YOU!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: Disapproved: Date: 7/31/15 By: [Signature]

Approved: Disapproved: Date: 8/11/15 By: [Signature]

To fix IR's requirements

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

NOTE: Any contract that involves the development, installation, implementation, storing, retrieving, transfer, or sending of electronic information, the acquisition of software or computer related items, or any other service/item that may be IT related, especially those that involve computers and telecommunications, must be approved by IT before submission to Counsel. This also applies to any other contract that requires approval from another department.

Departments: Information Technologies

Approved: _____ Disapproved: _____ Date: _____ By: _____

Approved: _____ Disapproved: _____ Date: _____ By: _____

Please contact Jennifer Anderson x6901 with questions or for contract packet pick-up. Thank you!

[Signature] 7/22/15
CFO Review/Date

[Signature] 7/24/15
Deputy Director Admin/Finance

10/14/15
7/20/15
8/4/15



County of El Dorado

330 Fair Lane, Building A
Placerville, California
530 621-5390
FAX 622-3645
www.edcgov.us/bos/

Master Report

File Number: 14-1351

***File ID #:** 14-1351

Agenda Item Type:

Status: Approved

Version: 2

Reference:

Gov Body: Board of Supervisors

Created: 09/29/2014

Agenda Title: 09/15/15 HHS Harmony Information Systems Amendment 1 to AGMT 074-S1511

Final Action: 09/15/2015

Title: Health and Human Services Agency, Community Services Division, recommending the Board consider the following:

- 1) Approve and authorize the Chair to sign Amendment 1 to Agreement for Services 074-S1511 with Harmony Information Systems, Inc. for the continued provision of proprietary client case management and reporting software for the four-year term of November 17, 2014 through November 16, 2018, and increasing costs associated with computer hardware by \$650 for a maximum contractual obligation of \$243,255; and
- 2) Authorize the Purchasing Agent, or designee, to execute further documents relating to Agreement for Services 074-S1511, including amendments that do not increase the maximum dollar amount or term of the Agreement and contingent upon approval by County Counsel and Risk Management.

FUNDING: Federal, State, General Fund and donations in varying amounts for each program.

Notes:

Agenda Date: 09/15/2015

Agenda Number: 14.

Sponsors:

::

Attachments: 2A - Approved Contract Routing Sheet, 9-15-15, 2B - Harmony Information Systems Amendment 1 to Agmt 074-S1511, 9-15-15, A - Approved CRS 11-17-14, B - 074-S1511 11-17-14, C - County of El Dorado Requirements 11-17-14

::

::

::

Contact: Don Ashton, MPA, Director

::

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
------------	--------------	-------	---------	----------	-----------	--------------	---------

1	Board of Supervisors	11/17/2014	Approved	Pass
	Action Text:	This matter was Approved on the Consent Calendar.		
Mover:	Ron Briggs	Yes: 4 - Briggs, Santiago, Supervisor Mikulaco and Supervisor Veerkamp	Absent: 1 - Supervisor Frentzen	4-1
2	Board of Supervisors	09/15/2015	Approved	Pass
	Action Text:	This matter was Approved on the Consent Calendar.		
Mover:	Ron Mikulaco	Yes: 5 - Supervisor Mikulaco, Supervisor Veerkamp , Supervisor Frentzen, Supervisor Ranalli and Supervisor Novasel		5

Text of Legislative File 14-1351

Health and Human Services Agency, Community Services Division, recommending the Board consider the following:

- 1) Approve and authorize the Chair to sign Amendment 1 to Agreement for Services 074-S1511 with Harmony Information Systems, Inc. for the continued provision of proprietary client case management and reporting software for the four-year term of November 17, 2014 through November 16, 2018, and increasing costs associated with computer hardware by \$650 for a maximum contractual obligation of \$243,255; and
- 2) Authorize the Purchasing Agent, or designee, to execute further documents relating to Agreement for Services 074-S1511, including amendments that do not increase the maximum dollar amount or term of the Agreement and contingent upon approval by County Counsel and Risk Management.

FUNDING: Federal, State, General Fund and donations in varying amounts for each program.

DEPARTMENT RECOMMENDATION:

Health and Human Services Agency (HHS) recommends the Board of Supervisors approve and authorize the Chair to sign Amendment 1 to Agreement for Services 074-S1511 with Harmony Information Systems, Inc. for the continued provision of proprietary client case management and reporting software.

DISCUSSION / BACKGROUND:

On November 17, 2014, the County of El Dorado Board of Supervisors approved Agreement for Services 074-S1511 with Harmony Information Systems, Inc., for the provision of proprietary client case management and reporting software with a maximum contractual obligation of \$242,605 for a four-year term commencing upon execution.

HHS desires to amend Agreement for Services 074-S1511 by increasing the maximum contractual obligation by \$650 for a maximum obligation of \$243,255. The \$650 will be used to purchase additional SAMScan Wedge Scanners (the scanners are compatible with the Harmony Software) for program related tracking data, including program utilization. Additionally, Amendment 1 provides for Administrative rights to the Harmony System for the County of El Dorado Information Technologies Division.

Key features of the Harmony Information Systems, Inc. software include permitting HHS to comply with State reporting requirements, including the California Aging Reporting System.

Harmony Information Systems, Inc. also includes the ability to provide information and referral services, issue client service vouchers, and maintain valuable case management and care planning files. HHSA's Senior Day Care, Family Caregiver Support Program, Senior Nutrition, Senior Legal, Information and Assistance, Senior Activities, and the You Are Not Alone Telephone Reassurance Program use the Harmony Information Systems, Inc. software.

ALTERNATIVES:

Disapproval of Amendment 1 to Agreement for Services 074-S1511 with Harmony Information Systems, Inc. would not allow for necessary administration rights for the software and less efficient use of scanner related applications, which will place HHSA's Community Services' Aging Programs at risk of noncompliance, including breach of contract with California Department of Aging and a potential loss in Federal and State funding.

OTHER DEPARTMENT / AGENCY INVOLVEMENT:

County Counsel, Information Technologies, and Risk Management.

CAO RECOMMENDATION:

It is recommended that the Board approve this item.

FINANCIAL IMPACT:

There is no change to Net County Cost associated with this Agreement. Sufficient appropriations were included in the Fiscal Year 2015-16 budget, and will be included in future budgets for the term of the Agreement.

CLERK OF THE BOARD FOLLOW UP ACTIONS

1. Clerk of the Board to obtain signature of the Chair on two (2) original Amendment 1 to Agreement for Services 074-S1511.
2. Clerk of the Board to return all documents to HHSA at 3057 Briw Road.

STRATEGIC PLAN COMPONENT:

Health and Human Services Agency Strategic Plan Project 4: "Agency Infrastructure": To establish a strong Agency infrastructure through the advancement of technology, appropriate staffing levels, and facility development and utilization.

CONTACT

Don Ashton, M.P.A., Director

SUBSCRIPTION AGREEMENT FOR A HOSTED PLATFORM SOLUTION

The documents below describe the relationship between Harmony Information Systems, Inc. ("SaaS Provider") and the Client identified below ("Client") (each of SaaS Provider and Client, a "Party"). The documents attached to this cover page will consist of the Master Terms and Conditions, which describe the general legal terms governing the relationship, and one (1) or more orders, attachments, schedules, or addenda setting forth additional details (collectively, the "Agreement"). This Agreement will become effective when this cover page is executed by authorized representatives of both Parties (the "Effective Date").

Notwithstanding anything to the contrary, if this Agreement, and all order forms attached hereto, are not fully executed by the County of El Dorado and their receipt acknowledged in writing by Harmony Information Systems, Inc. by 3:00 p.m. Central time on November 28, 2014, then this Agreement, and all attachments hereto, shall be null and void and no contractual relationship shall arise between the parties, regardless of the fully executed documents.

CLIENT INFORMATION:

Name/Client: County of El Dorado, Health and Human Services Agency Principal Contact Person: Michelle Hunter
Address: 3057 Briw Road, Placerville, CA 95667 Title: Program Manager
Phone: 530/642-6161
Fax: 530/295-2581
Email Address: michelle.hunter@edcgov.us

Billing Contact: Michelle Hunter, County of El Dorado, 937 Spring Street, Placerville, CA 95667
Title: Program Manager
Phone: 530/642-6161
Fax: 530/295-2581 Client Tax ID Number: 94-6000511
Email Address: michelle.hunter@edcgov.us

FOR INTERNAL SAAS PROVIDER USE ONLY:

Contract # _____
Client type: Commercial or Governmental
Please indicate by checking the appropriate boxes below which attachments or addenda, if any, are initially executed and attached to this Agreement.
 [TED: Subscription Order]
 [TED: Implementation of other professional services]
 [TED: Service Levels]
 Other [Describe e.g., supplemental security, BAA, or other documents] [If applicable]

The Parties have caused their duly authorized representatives to execute this Agreement as of the dates set forth below.

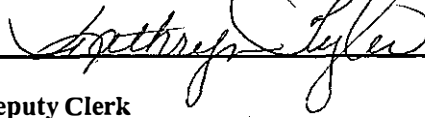
CLIENT: County of El Dorado
By (Signature): *Norma Santiago*
Name (Printed): Norma Santiago
Title: Chair, Board of Supervisors
Date: 11-17-14

HARMONY INFORMATION SYSTEMS, INC.
By (Signature): *T. Kelly Mann*
Name (Printed): T. KELLY MANN
Title: PRESIDENT & CEO
Date: 10.6.2014

ATTEST: James S. Mitrison
Clerk of the Board of Supervisors

By *Kathryn Tyler*
Kathryn Tyler, Deputy Clerk
11-17-14

Attest: James S. Mitrison, Clerk of the Board of Supervisors

By:  Date: 11-17-14
Deputy Clerk

Master Terms and Conditions

1. DEFINITION OF TERMS

The following terms have the following meanings:

1.1. **“Confidential Information”** means all confidential or proprietary information disclosed by one Party to the other in connection with this Agreement, unless it is or later becomes publicly available through no fault of the other Party or it was or later is rightfully developed or obtained by the other Party from independent sources free from any duty of confidentiality. Without limiting the generality of the foregoing, Confidential Information shall include: (a) Client data and non-public information, documentation, and materials, which may be disclosed or made available from any source or in any form relating to the Client’s business, financial information, patents, employees, programs, documentation, techniques, trade secrets, and systems, and (b) SaaS Provider’s Proprietary Items.

1.2. **“Documentation”** means SaaS Provider’s standard user guides and manuals relating to the Services and Platform, including on-line help, as updated and amended from time to time.

1.3. **“Named User”** means a specific and unique individual employee, agent or contractor of Client with access to use of the Software for the benefit of Client in the operation of Client’s business. Client acknowledges and agrees that, as between Client and SaaS Provider, Client shall be responsible for all acts and omissions of Named Users.

1.4. **“Order”** means SaaS Provider’s standard order form executed by both Parties, substantially in the applicable form attached to this Agreement, or an order in another form that is executed by both Parties and references this Agreement. Schedule A sets forth a form for the initial subscription Order and a form for initial Professional Services required for implementation and training.

1.5. **“Platform”** means SaaS Provider’s proprietary application software, web-site platforms, hardware, and technology infrastructure supporting the Services.

1.6. **“Proprietary Items”** means, collectively, the Services, Platform, and Documentation, the visual expressions, screen formats, report formats and other design features of the Services and Platform, all ideas, methods, algorithms, formulae and concepts used in developing and/or incorporated into the Services, Platform, or Documentation, all future modifications, revisions, updates, refinements, improvements and enhancements of the Services, Platform, or Documentation, all derivative works (as such term is used in U.S. copyright laws) based upon any of the foregoing, deliverables and work product arising from the Professional Services, and all copies of the foregoing.

1.7. **“Services”** or **“SaaS Services”** means the services that are ordered by Client under a subscription Order, including limited access and use rights to the applicable Platform in accordance with the Documentation and this Agreement. SaaS Services do not include Professional Services.

1.8. **“Professional Services”** means services designated as such under Section 3 and in an Order for Professional Services. Professional Services may include training, data conversion, deployment, or implementation services other than the SaaS Services.

1.9. **“Subscription Term”** means the duration of Client’s right to receive, access, and use the Services and Platform, as set forth on an Order (the **“Initial Subscription Term”**) and any subsequent Renewal Subscription Terms. In the event that such duration is not specified on the applicable Order, the Subscription Term shall be thirty six (36) months. The Subscription Term shall automatically renew for a term that is equal to twelve (12) months, unless one Party provides the other Party at least ninety (90) days written notice of its intent to not renew the Subscription Term (a **“Renewal Subscription Term”**).

2. SUBSCRIPTION RIGHTS AND OBLIGATIONS

2.1. **Subscription Rights; SaaS Provider Obligations.** Subject to the terms and conditions of this Agreement, SaaS Provider shall make available to Client and its Named Users on a non-exclusive and non-transferable basis during the Subscription Term the Services in accordance with the Documentation, applicable Order(s), and the following:

- a) SaaS Provider shall host, operate, maintain, and support the Platform as necessary to make available the Services in accordance with the service levels set forth in Schedule B;
- b) SaaS Provider shall specify to Client procedures according to which Client may establish and obtain access to and use of the features and functions of the Services and Platform, including, without limitation, provision of any access codes, passwords, web-sites, connectivity standards or protocols, or any other relevant procedures;
- c) SaaS Provider shall provide to Client standard support for the Services and Platform at no additional charge, and/or specialized support if purchased by Client and described in an Order;

- d) From time to time in accordance with SaaS Provider's generally applicable procedures, SaaS Provider shall make available and implement upgrades, enhancements, and error corrections at no additional charge when such upgrades, enhancements and error corrections are generally made available to its other clients at no additional charge.

2.2. **Named Users.** Unless otherwise specified in the applicable Order, (a) Services are purchased for a specified number of Named Users and may be accessed by no more than the specified number of Named Users, (b) additional Named User subscriptions may be added during the Subscription Term at a mutually agreed upon fee, and (c) the added Named User subscriptions shall terminate on the same date as the initial Named User subscriptions. Named User subscriptions are for designated Named Users and cannot be shared or used by more than one individual, but may be reassigned to new Named Users replacing former Named Users who no longer require access or use of the Services or Platform in the foreseeable future (e.g., Named Users who terminate their employment with Client). Any individuals that use or access the Services or Platform must be licensed as Named Users, including individuals using or access the Services or Platform through interfaces, framing, intermediary systems, or similar means.

2.3. **Client Responsibilities.** Client shall (a) be responsible for connecting to and using the Services and Platform made available to it in accordance with this Agreement, (b) be responsible for Named Users' acts and omissions, (c) be responsible for the accuracy, quality, integrity and legality of Client and Named User data and the means by which such data was acquired, (d) use commercially reasonable efforts to prevent unauthorized access to or use of the Services or Platform, and notify SaaS Provider promptly of any such unauthorized access or use, (e) use the Services and Platform only in accordance with this Agreement, the Documentation and applicable laws and regulations, and (f) reasonably cooperate with SaaS Provider as necessary for SaaS Provider to perform its obligations.

2.4. **Restrictions.** Client shall not (and shall not permit any Named User to) (a) make the Services or Platform available to any third party other than Named Users, (b) resell, lease, distribute, transfer or otherwise make available the Services or Platform on a time-sharing or service bureau basis, (iii) use the Services or Platform to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (c) use the Services or Platform to store or transmit malicious code, (d) use or access the Services or Platform in any way that threatens the integrity, performance, or availability of the Services or Platform or any data therein, (e) attempt to gain unauthorized access to the Services, Platform or the data stored or processed therein, other than authorized Client data, or (f) decompile, disassemble, or reverse engineer the Services or Platform, in whole or in part. SaaS Provider may restrict or prohibit access to Named Users that SaaS Provider reasonably suspects are breaching obligations under this Agreement.

3. IMPLEMENTATION, TRAINING, AND OTHER PROFESSIONAL SERVICES

3.1. **SaaS Provider Obligations.** Client may engage SaaS Provider to perform certain Professional Services in connection with the Services or Platform, including, without limitation, data conversions, training, deployment, implementations, integration, or other Professional Services, through Professional Service Orders. Any Order for Professional Services shall describe the fees, costs and expenses payable, if any, by Client to SaaS Provider and any assumptions or dependencies relating to such Professional Services. SaaS Provider shall have no obligation to perform any Professional Services until an Order for such Services has been executed.

3.2. **Modifications and Change Control.** A Party may request a modification to the Professional Services by written request to the other Party and specifying the desired modification(s). After receiving a request from Client, SaaS Provider shall submit an estimate of the impact for such modifications and a revised estimate of the time for performance following receipt of such request and all required information. Modifications shall be performed under the terms of this Agreement and the applicable Order once mutually agreed. Modifications in any Order shall become effective only when executed by authorized representatives of both Parties.

3.3. **Client Responsibilities.** Client shall cooperate with SaaS Provider as necessary for SaaS Provider to provide Professional Services. Subject to the applicable Order, Client shall make available in a timely manner at no charge to SaaS Provider all facilities, office space and equipment, programs, data, files, documentation, test data, or other information and resources required by SaaS Provider for the performance of the Professional Services. Client shall be responsible for, and assumes the risk of, any problems resulting from, the content, accuracy, completeness and consistency of all data, materials and information supplied by Client. Client shall reimburse SaaS Provider for any additional efforts or costs it incurs as a result of Client's failure to perform its obligations.

4. CLIENT DATA

4.1. **Client Data.** Client acknowledges and understands that use of the Services or Platform will permit or require Client to provide certain Client data to SaaS Provider for purposes of processing or storage.

4.2. **Data Ownership.** All Client data shall be considered proprietary to Client. SaaS Provider will only use Client data for performing the Services, Professional Services, and as authorized under this Agreement.

4.3. **Data Safeguards.** SaaS Provider shall maintain reasonable and appropriate data safeguards and procedures designed to prevent the authorized use or disclosure of Client data as required under applicable laws ("Data Safeguards"). SaaS Provider will periodically maintain archives and back-ups of Client data in accordance with SaaS Provider's generally applicable disaster recovery and business continuity procedures and industry standards. Client data may be stored on media or hardware containing other client data both during and after the Subscription Term, provided such media and hardware are subject to the Data Safeguards.

4.4. **End of Subscription Term; Data Transfer.** Upon the termination or expiration of the Agreement and subject to payment of all amounts then due an owing (other than Good Faith Disputes), SaaS Provider will transfer a copy of Client data in SaaS Provider's possession or control to Client within thirty (30) days following any termination or expiration (or otherwise upon Client's reasonable request). Client shall pay a fee to SaaS Provider for such work as determined by SaaS Provider's then-standard hourly rates and any related expenses incurred in connection with the transfer. SaaS Provider is not obligated to store any Client data for more than 60 days following the termination or expiration of the Subscription Term, but will do so for a mutually agreed storage fee. SaaS Provider will delete any Client data in its control or possession thereafter, but may retain archival copies for archival purposes only and subject to the Data Safeguards.

5. PAYMENTS

5.1. **Fees and Expenses.** In consideration for the subscriptions granted to Client and the performance of SaaS Provider's other obligations under this Agreement, Client shall pay to SaaS Provider, without offset or deduction, the fees and expenses as determined under the Orders and this Agreement. The fees for Professional Services, if any, shall be based upon SaaS Provider's standard professional fee rates then in effect, unless otherwise stated in an applicable Order. SaaS Provider reserves the right to increase the fees each year, but must provide notification of such increases at least thirty (30) days in advance. Unless otherwise provided in an Order, all such fees shall be due and payable within thirty (30) calendar days after an invoice is issued by SaaS Provider. Whenever any services are provided by SaaS Provider at a Client location or any other location requested by Client other than one of SaaS Provider's locations, Client shall reimburse SaaS Provider for reasonable travel, lodging, meal and related expenses incurred by SaaS Provider representatives in providing such services.

5.2. **Taxes.** The fees and other amounts payable by Client to SaaS Provider do not include any taxes of any jurisdiction that may be assessed or imposed upon the Services, Platform, Documentation, Professional Services, or otherwise, including sales, use, excise, value added, personal property, export, import and withholding taxes, excluding only taxes based upon SaaS Provider's net income. Client shall directly pay any such taxes assessed. Client shall promptly reimburse SaaS Provider for any taxes payable or collectable by SaaS Provider (other than taxes based upon SaaS Provider's net income). If Client has provided SaaS Provider with proof of its tax exempt status, then, in the event that Client's tax exempt status should become altered, Client shall be obligated to notify SaaS Provider immediately of any such modification and Client shall become liable for all taxes as set forth above. In the event Client fails to notify SaaS Provider of any such change, Client shall be liable for payment of any tax related penalties or interest assessed against SaaS Provider or Client as a result of such Client failure.

5.3. **Payment Terms.** Fees and expenses shall be invoiced by SaaS Provider as set forth in the Order. If not specified in an Order, fees shall be payable in advance upon execution of the Order and expenses as incurred. All invoices shall be sent to Client's address for invoices as designated by Client or, if not designated, then the address printed on this Agreement. If any Client payment is more than thirty (30) days past due, interest at the rate of twelve percent (12%) per annum (or, if lower, the maximum rate permitted by applicable law) shall accrue, unless the non-payment is subject to a Good Faith Dispute. All fees and other amounts paid by Client under this Agreement are non-refundable. All dollar amounts referred to in this Agreement are in United States Dollars. "Good Faith Dispute" means a good faith dispute by Client of certain amounts invoiced under this Agreement. A Good Faith Dispute will be deemed to exist only if (a) Client has given written notice of the dispute to SaaS Provider promptly after receiving the invoice and (b) the notice explains Client's position in reasonable detail. A Good Faith Dispute will not exist as to an invoice in its entirety merely because certain amounts on the invoice have been disputed.

5.4. **Suspension.** In the event that Client's account is more than thirty (30) days overdue, SaaS Provider shall have the right, in addition to its remedies under this Agreement or pursuant to applicable law, to suspend Client's use of the Services and Platform, without further notice to Client, until Client has paid the full balance owed, plus any interest due.

6. WARRANTIES AND LIMITATIONS

6.1. **Performance Warranties.** The Services and Platform shall perform as described in the then current Documentation in all material respects. The Professional Services shall be performed in a good and workmanlike manner. Client will timely notify SaaS provider of any known non-conformance to these warranties. SaaS Provider's only obligation under these warranties is to correct any failure to so perform, or if such correction is not possible in a commercially reasonable timeframe, refund the fees paid for the specific non-conforming services during the periods of non-conformance, and Client may, as its sole remedy, terminate the Agreement, at which point, each party's obligations under the Agreement shall end.

6.2. **No Kickbacks.** SaaS Provider certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If the SaaS Provider breaches or violates this warranty, Client may, at its discretion, terminate this Agreement without liability.

6.3. **Nondiscrimination.** SaaS Provider shall comply with Presidential Executive Order 11246 entitled, "Equal Employment Opportunity," as amended by Presidential Executive Order 11375, and as supplemented in the Department of Labor Regulations (41 CFR Part 60), the Civil Rights Act of 1964, and the Americans With Disabilities Act (ADA), 42 U.S.C. 12101, et seq.

6.4. **Exclusion for Unauthorized Actions and Results of Use.** SaaS Provider shall have no liability under any provision of this Agreement with respect to any performance problem, delay, or other matter to the extent attributable to any unauthorized or improper use or modification of the Services, Platform, Documentation, or Professional Services deliverables, any unauthorized combination with other services, deliverables, platforms, software, hardware, or technology, or any act or omission by Client, its affiliates, or their Named Users or other representatives or contractors. Client

is solely responsible for the results obtained from the use of the Services, Platform, Documentation, and Professional Services.

6.5. **Disclaimer.** EXCEPT AS EXPRESSLY STATED ABOVE IN THIS SECTION 6, THE SERVICES, PLATFORM, DOCUMENTATION, AND PROFESSIONAL SERVICES ARE PROVIDED "AS IS" AND SAAS PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INTERFERENCE, OR NON-INFRINGEMENT. SAAS PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES, NOR SHALL SAAS PROVIDER HAVE ANY LIABILITY WITH RESPECT TO, ANY THIRD PARTY DATA, PRODUCTS OR SERVICES.

6.6. **Damage Limitation.** IN NO EVENT WILL SAAS PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OF REVENUE, SAVINGS OR DATA) ARISING IN CONNECTION WITH THIS AGREEMENT OR THE USE OF ANY SERVICES, PLATFORM, DOCUMENTATION, OR PROFESSIONAL SERVICES BASED ON ANY THEORY OF CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Except for a third party infringement claim under Section 9 (IP Indemnity), SaaS Provider's total liability under this Agreement and all Orders shall under no circumstances exceed the fees actually paid by the Client to SaaS Provider under the applicable Order giving rise to the claim or this Agreement if such claim does not relate to a specific Order. The foregoing limitation shall not apply to SaaS Provider's indemnification obligations set forth in Section 9, below.

6.7. **Other Limitations.** The warranties made by SaaS Provider in this Agreement, and the obligations of SaaS Provider under this Agreement, run only to Client and not to any third party. Under no circumstances shall any Client affiliate, Client customer, patient, contractor, or user, or any other third party be considered a third party beneficiary of this Agreement. No action or claim of any type relating to this Agreement may be brought or made by Client more than one (1) year after Client first has knowledge of the basis for the action or claim. The Client and SaaS Provider have freely and openly negotiated this Agreement, including the pricing, with the knowledge that the liability is to be limited in accordance with the provisions of this Agreement.

7. CONFIDENTIALITY

All Confidential Information of a Party ("**Disclosing Party**") in the possession of the other ("**Receiving Party**"), whether or not authorized, shall be held in strict confidence, and the Receiving Party shall take all steps reasonably necessary to preserve the confidentiality of the Confidential Information. The Disclosing Party's Confidential Information shall not be used or disclosed by the Receiving Party for any purpose except (a) as necessary to implement or perform this Agreement, or (b) as required by law, provided that the other Party is given a reasonable opportunity to obtain a protective order. The Receiving Party shall limit its use of and access to the Disclosing Party's Confidential Information to only those of its employees or representatives whose responsibilities require such use or access. The Receiving Party shall advise all such employees and representatives, before they receive access to or possession of any of the Disclosing Party's Confidential Information, of the confidential nature of the Confidential Information and require them to abide by the terms of this Section.

8. OWNERSHIP OF PROPRIETARY ITEMS

8.1. **General.** All Proprietary Items provided to or accessed by Client under this Agreement are being made available on a strictly confidential and limited use basis in accordance with this Agreement and have great commercial value to SaaS Provider. This Agreement is not an agreement of sale, and no title, patent, copyright, trademark, trade secret, intellectual property or other ownership rights to any Proprietary Items are transferred to Client under this Agreement. SaaS Provider reserves all rights not expressly granted by this Agreement.

8.2. **Title and Ownership.** All right, title, and interest in and to the Proprietary Items (including all related patent, copyright, trademark, trade secret, intellectual property and other ownership rights) are and will remain the sole and exclusive property of SaaS Provider. Any derivative works, modifications, or enhancements relating to the Proprietary Items (whether created alone by either Party or jointly by or on behalf of both Parties or their representatives through Professional Services or otherwise) will be solely and exclusively owned by SaaS Provider. Client hereby assigns to SaaS Provider any rights, title and interest, including all intellectual property rights in any feedback, suggestions, ideas, derivative works, modifications, enhancements, or improvements related to the Proprietary Items that Client or any of its Named Users or representatives provide, propose, create, conceive, author or develop relating to this Agreement or their use of the Services or Platform. Client will execute and deliver (or cause its representatives to execute and deliver) any additional documents deemed reasonably necessary or appropriate to perfect, maintain, protect, or enforce SaaS Provider's rights described above and the intent of this Section.

9. INDEMNIFICATION

9.1. **By SaaS Provider.** SaaS Provider shall defend, indemnify, and hold Client harmless against all costs and reasonable expenses (including reasonable attorneys' fees), damages, and liabilities arising out of any third party claim that any use of, or access to, the Proprietary Items by Client as expressly authorized under this Agreement infringes or misappropriates, as applicable, any U.S. patent issued as of the Effective Date or any copyrights or trade secrets, provided that Client gives SaaS Provider (a) prompt written notice of such claim; (b) authority to control and direct the defense and/or settlement of such claim; and (c) such information and assistance as SaaS Provider may reasonably request, at SaaS Provider's expense, in connection with such defense and/or settlement. Notwithstanding the foregoing, SaaS Provider shall have no obligation or liability to the extent that the alleged infringement or misappropriation arises from (1) the combination, operation, or use of the Proprietary Items with products,

services, deliverables, materials, technologies, business methods or processes not furnished by SaaS Provider; (2) modifications which were not made by SaaS Provider; (3) Client's breach of this Agreement or use of the Proprietary Items other than in accordance with this Agreement (collectively, "IP Exclusions"). Upon the occurrence of any claim for which indemnification is or may be due under this Section, or in the event that SaaS Provider believes that such a claim is likely, SaaS Provider may, at its option (i) modify the Proprietary Item so that it becomes non-infringing, or substitute functionally similar services, platforms, deliverables, or documentation; (ii) obtain a license to the applicable third-party intellectual property; or (iii) terminate this Agreement (or the applicable Orders) on written notice to Client and refund to Client any pre-paid fees for Services not provided. The obligations set forth in this Section shall constitute SaaS Provider's entire liability and Client's sole remedy for any infringement or misappropriation.

9.2. **By Client.** Client shall indemnify, hold harmless, and, at SaaS Provider's option, defend SaaS Provider from and against all costs and reasonable expenses (including reasonable attorneys' fees), damages, and liabilities arising out of any third party claim resulting from the IP Exclusions or Client's use of the Proprietary Items, except to the extent the claim is subject to indemnification under Section 9.1. SaaS Provider agrees to give Client: (a) prompt written notice of such claim; (b) authority to control and direct the defense and/or settlement of such claim; and (c) such information and assistance as Client may reasonably request, at Client's expense, in connection with such defense and/or settlement. Notwithstanding the foregoing, Client shall not settle any third-party claim, unless such settlement completely and forever releases SaaS Provider with respect thereto or unless SaaS Provider provides its prior written consent to such settlement. In any action for which Client provides defense on behalf of SaaS Provider, SaaS Provider may participate in such defense at its own expense by counsel of its choice.

10. TERMINATION

10.1. Either Party may terminate this Agreement immediately on giving notice in writing to the other Party if the other Party:

(a) commits a material breach (including any non-payment of fees due other than fees subject to a Good Faith Dispute) and, in the case of a material breach capable of being cured, failed to cure that breach within sixty (60) days after the receipt of a request in writing to cure such breach; or

(b) files for bankruptcy; (ii) becomes or is declared insolvent, or is the subject of any proceedings related to its liquidation, insolvency or the appointment of a receiver or similar officer for it; (iii) makes an assignment for the benefit of all or substantially all of its creditors; or (iv) enters into an agreement for the cancellation, extension, or readjustment of substantially all of its obligations; provided, however, if the non-terminating party provides adequate assurances regarding its ability to continue performing the other Party may not terminate.

(c) **Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, the County of El Dorado is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year. .

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

10.2. Upon any termination or expiration of this Agreement, whether under this Section 10 or otherwise, SaaS Provider shall perform its data transfer obligations under Section 4.4 of the Agreement and Client shall: (a) discontinue all access and use of all Proprietary Items, (b) promptly return to SaaS Provider all copies of the Documentation and any other Proprietary Items then in Client's possession or control, and (c) give written notice to SaaS Provider certifying that all copies of the Proprietary Information have been permanently deleted. Client shall remain liable for all payments due to SaaS Provider with respect to the period ending on the date of termination. If the Agreement is terminated other than a termination for good cause by Client, or for lack of appropriated funding, each in accordance with Section 10.1, the balance of all remaining subscription fees relating to the then-current Subscription term will be due and payable. The provisions of Sections 4.4, 5, 6.4 - 6.7, 7, 8, 9, 10, and 11 shall survive any termination or expiration of this Agreement.

11. OTHER PROVISIONS

11.1. **Compliance with Laws.** Each Party shall keep informed of and comply with all applicable federal, state and local laws and regulations in connection with their business, operations, and obligations under this Agreement.

11.2. **Notice.** All notices, consents and other communications under or regarding this Agreement shall be in writing and shall be deemed to have

been received on the earlier of the date of actual receipt or the first business day after being sent by a reputable overnight delivery service. Either Party may change its address for notices by giving written notice of the new address to the other Party.

11.3. **Parties in Interest.** This Agreement shall bind, benefit and be enforceable by and against SaaS Provider and Client and, to the extent permitted hereby, their respective successors and assigns. Neither Party may assign any of its rights or obligations under this Agreement, and any attempt at such assignment will be void without the other Party's prior written consent, which consent will not be unreasonably withheld.

(a) Notwithstanding the foregoing, the following shall not be considered "assignments" for purposes of this Agreement: SaaS Provider's assignment of this Agreement or of any SaaS Provider rights under this Agreement to SaaS Provider's successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets; and SaaS Provider's assignment of this Agreement to any person or entity to which SaaS Provider transfers any of its rights in the Proprietary Items.

(b) Any express assignment of this Agreement, any change in control of Client, any acquisition of additional business by Client (by asset acquisition, merger or otherwise by operation of law), any assignment by Client to an affiliate, and any assignment by merger or otherwise by operation of law, shall constitute an assignment of this Agreement by Client for purposes of this Section ("**Client Assignment**"). Client shall give written notice to SaaS Provider at least thirty (30) days before a Client Assignment certifying the expected use of the Services to process any additional business related to such Client Assignment ("**Additional Business**"). If any Client Assignment occurs, Client may continue to process its business to the extent it existed before such Client Assignment, but Client may not use the Services to process any Additional Business until and unless Client has paid to SaaS Provider an Additional Business fee, to be negotiated at the time of the Client Assignment. Any use of the Software to process any Additional Business before the payment of such fee shall be deemed a material breach of this Agreement. Client shall promptly complete and return to SaaS Provider periodic certifications which SaaS Provider, in its sole discretion, may from time to time send to Client, certifying the actual use of the Services to process any Additional Business.

11.4. **Export Laws and Use Outside of the United States.** Client shall comply with the export related laws and regulations. Client shall not export or re-export directly or indirectly (including via remote access) any Proprietary Items (or parts thereof) to any applicable jurisdiction or entity prohibited by law or to which a license is required without first obtaining a license from the applicable regulatory authority.

11.5. **Audit and Inspection.** From time-to-time (not to exceed once per year), SaaS Provider may reasonably inspect and verify Client's records and procedures to confirm whether Client is in compliance with this Agreement. {SaaS Provider will provide Client any SSAE 16 or similar audit reports that SaaS Provider provides for general distribution to its clients. Such reports are Proprietary Items.}

11.6. **Relationship.** The relationship between the Parties under this Agreement is that of independent contractors and not partners, joint venturers or agents.

11.7. **Entire Understanding.** This Agreement, which includes and incorporates Orders, attachments, and any other schedules, exhibits and addenda attached to it, states the entire understanding between the Parties with respect to its subject matter, and supersedes all prior proposals, marketing materials, negotiations and other written or oral communications between the Parties with respect to the subject matter of this Agreement. In the event of any conflict between these Terms and Conditions and an Order, the Order shall govern.

11.8. **Modification and Waiver.** No modification of this Agreement, and no waiver of any breach of this Agreement, shall be effective unless in writing and signed by an authorized representative of both Parties. This Agreement may not be modified or amended without written agreement of the Parties. No waiver of any breach of this Agreement, and no course of dealing between the Parties, shall be construed as a waiver of any subsequent breach of this Agreement.

11.9. **Severability.** If any portion of any provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, (a) such unenforceable portion of the provision will be deemed severed from this Agreement, (b) the validity and enforceability of the remaining portion of the provision and the other provisions of this Agreement will not be affected or impaired, and (c) this Agreement will be amended in order to effect, to the maximum extent allowable by law, the original intent of such provision.

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

11.11. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of California excluding choice of law; provided, however, that the terms of any applicable law now or hereafter enacted that is based on or similar to the uniform computer information transactions act drafted by the national conference of commissioners on uniform state laws shall not apply.

11.12. **Venue.** Any dispute resolution action arising out of this Agreement, including, but not limited to litigation, mediation or arbitration, shall be brought in the County of El Dorado, California, and shall be resolved in accordance with the laws of the State of California.

11.13. **Force Majeure.** Except with respect to Client's payment obligations, neither Party shall be liable for, nor shall either Party be considered in breach of this Agreement due to any failure to perform its obligations under this Agreement as a result of a cause beyond its control, including any act of God or a public enemy, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm or other

like event, disruption or outage of communications (including the Internet or other networked environment), power or other utility, labor problem, unavailability of supplies or any other cause which could not have been prevented by the non-performing Party with reasonable care.

11.14. **Restrictions on Use of Client's Name.** Client authorizes SaaS Provider to use Client's name in any routine list of SaaS Provider clients and as a reference. SaaS Provider may not use Client's name in any advertising or press release without the prior written consent of Client.

11.15. **Government End-Users.** Each of the Services, Platform, Documentation, and related items are intended to be "commercial items" to the maximum extent permitted under the US Code of Federal Regulations and any similar laws. All government end users only have the rights set forth herein.

11.16. **HIPAA Compliance.** The parties hereto agree to materially comply with all terms and conditions of the Business Associate Agreement executed by the parties hereto, attached hereto as Exhibit A (incorporated herein and made by reference a part hereof).

11.17. **Insurance.** During the term of this Agreement, SaaS Provider shall maintain insurance policies with the following minimum requirements:

A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California (as applicable).

B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.

C. Contractor shall furnish a certificate of insurance as evidence that the above-required insurance is being maintained.

D. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide, upon the County's request, a new certificate of insurance evidencing insurance coverage as provided for herein for the renewed policy term. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, and does not cure such failure within thirty (30) days of written notice from County, County may, in addition to any other remedies it may have, terminate this Agreement upon SaaS Provider's failure to cure.

F. The certificate of insurance must include the following provisions stating that:

1. The insurer shall not cancel the insured's coverage without prior written notice to County;

2. The County of El Dorado, its officers, officials and employees are included as additional insured on an "Additional Insured Endorsement" page, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.

[END OF MASTER TERMS AND CONDITIONS]

**Schedule A to Master Terms and Conditions
Initial Subscription Order Form**

[Separate File]

**Schedule B to Master Terms and Conditions
Professional Services Order Form**

[*Separate File*]

Schedule C to Master Terms and Conditions

Service Levels: Hosting & Support

[Separate File]



**Schedule A to Master Terms and Conditions
Initial Subscription Order Form**

License Model Option:		Harmony Enterprise User License Model <i>(includes Quantity Concession)</i>
Harmony Products Included Package:	<ul style="list-style-type: none"> •Harmony for Aging and Adult Services™ SAMS Case Management •Harmony for Aging and Adult Services Information and Referral •Harmony for Aging and Adult Services Scan •Harmony for Aging and Adult Services Assessments Designer •Harmony CDA Reporter Module 	
Users:	Up to 60 named users on all licensed products for the above package	
First Year Enterprise License Cost:	Annual Base Agency License Fee is \$49,400.00 *\$823 per additional named user above 60	
Annual Enterprise License Renewal Fees:		
(Per Year for Year 2 and Year 3 and Year 4 – includes upgrades, maintenance & support)		\$49,400.00

*Pricing is valid thru November 28, 2014

Signature

Norma Santiago
Name: Norma Santiago

Title: Chair, Board of Supervisors

11-17-14

Date

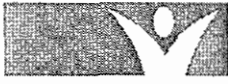
ATTEST: James S. Mitrisin
Clerk of the Board of Supervisors

By *Kathryn Tyle*
Kathryn Tyle, Deputy Clerk *11-17-14*



**Schedule B to Master Terms and Conditions
Professional Service Order Form**

Item – One-Time Implementation Services	Quantity	Price	Cost
<p>Deployment Standard Services for implementing SAMS Financial Management and the related licensed products:</p> <ul style="list-style-type: none"> - Project Management, Discovery - Configuration Preparation and Set-up of Administrative Structure - Management of single database preparation - Care Management Solution Mapping - Harmony for Aging I&R Administrative Table - Administrator Orientation - Standard Deployment services - Go Live Support <p>Included Add-On Services:</p> <ul style="list-style-type: none"> - Up to 20 hours of assessment form development and/or development assistance by a Harmony resource. <p>On-site Training Services (2 days):</p> <ul style="list-style-type: none"> - Standard SAMS Case Management training, including Care Management (1.5 days, up to 25 users) - Harmony for Aging I&R training (0.5 day, up to 25 users) <p>Web Based trainings</p> <ul style="list-style-type: none"> - SAMS Administrator (0.5 day, up to 5 users) - Assessment Designer (0.5 day, up to 5 users) - SAMScan Training (0.5 day, up to 25 users) - CDA Reporter (0.5 day, up to 25 users) 	1		\$25,610
Data conversion of consumer demographics, service deliveries, and assessments	1		\$7,800
Development of one custom report that will allow SAMScan client ID barcodes can be printed direct to card stock using a plastic card stock printer.	1		\$5,700
Total One-Time Implementation Services**			\$39,110
Estimated Travel expenses for 2 day Onsite Discovery and 2 day Onsite Training. Travel will be charged in accordance with <i>Board of Supervisors Travel Policy</i> .			\$4,985



Item – Hardware	Quantity	Price	Cost
SAMScan Wedge Scanners (non-wireless)	7	\$130	\$910

Total First Year Professional Services Investment:			\$45,005
(One-Time Setup, Scanner Hardware, and Travel Estimate)			

**The detail scope of work related to the above cost is outlined in the attached *El Dorado County, CA - Area Agency on Aging PSA 29 - Client Management Software Proposal*, Last Revised: June 09, 2014.

Signature

Name: Norma Santiago

Title: Chair, Board of Supervisors

Date

ATTEST: James S. Mitrison
Clerk of the Board of Supervisors

By Kathryn Tyler, Deputy Clerk

**Schedule C to Master Terms and Conditions
Service Levels: Hosting & Support**

This Schedule C sets forth SaaS Provider’s hosting and support obligations under applicable Orders as of the Effective Date. From time-to-time these obligations and the contact information may change upon notice by SaaS Provider to Client. Such changes are not intended to materially change SaaS Provider’s obligations or Client’s rights, but may be necessitated by changing technologies, industry practices, or other circumstances.

SAAS SERVICES – HOSTING

1. Definitions

The following terms have the following meaning. Other terms are defined in the Master Terms and Conditions and have the meaning indicated.

1.1 **“Non-Core System Functionality”** means functionality that does not require real time availability for effective use of the SaaS Services. This explicitly includes, but is not limited to, reporting and background batch processing. Non-Core System Functionality availability is explicitly excluded from the calculation of Availability.

1.2 **“Scheduled Downtime”** means the total amount of time during any calendar month, measured in minutes, during which the SaaS Services’ core features and functions are unavailable for the majority of Client’s active Named Users according to the Access Protocols, due to planned system maintenance performed by or on behalf of SaaS Provider, as set forth in Schedule C. SaaS Provider will exercise reasonable efforts to perform scheduled system maintenance each Sunday between the hours of 6:00PM and 12:00 AM Eastern Standard Time. SaaS Provider reserves the right to change the scheduled downtime, provided that SaaS Provider provides reasonable prior notice prior to modifying such Scheduled Downtime. Client approved changes affecting core SaaS Service features and functions outside of the scheduled system maintenance window will also be deemed Scheduled Down Time.

1.3 **“Unscheduled Downtime”** means the total amount of time during any calendar month, measured in minutes, during which the SaaS Services’ core features and functions are unavailable for access by a majority of Client’s active Named Users according to the Access Protocols, other than Scheduled Downtime and the exceptions otherwise stated in the Agreement.

1.4 **“Disaster”** means a catastrophic event (or series of events that are collectively catastrophic) that results in significant or potentially significant downtime or disruption of the production environment and requires the SaaS Provider to invoke its Disaster Recovery plan. SaaS Provider has the sole and exclusive right to declare a disaster in its discretion.

1.5 **“Availability”** means, with respect to any particular calendar month, the ratio obtained by subtracting Unscheduled Downtime during such month from the total time during such month, and thereafter dividing the difference so obtained by the total time during such month. Represented algebraically, Availability for any particular calendar month is determined as follows:

$$\text{Availability} = \frac{(\text{Total Monthly Time} - \text{Unscheduled Downtime})}{\text{Total Monthly Time}}$$

NOTE: **“Total Monthly Time”** is deemed to include all minutes in the relevant calendar month excluding scheduled downtime as described above.

1.6 **“Access Protocols”** means industry standard internet access protocols through which SaaS Provider makes the SaaS Services accessible to the Client which includes, unless otherwise specified, HTTPS and FIPS.

1.7 **“Disaster Recovery”** means SaaS Provider’s process to restore Availability in the event that SaaS Provider declares a Disaster.

2. AVAILABILITY SERVICE STANDARD

Following deployment and implementation under a Professional Services Order, the Service Availability period will begin. This period will begin with the approval of the deployment by the Client and continue throughout the applicable Subscription Term. During the Service Availability period, SaaS Provider will provide Client with the following:

- A. Access to the hosted Platform and associated applications via the Internet 24 hours a day, 7 days a week, in accordance with the Availability Service Standard requirements set out herein and the other provisions of the Agreement.

- B. Maintenance of subscribed applications.
- C. Maintenance of all system hardware and server software.
- D. System performance monitoring and adjustments as necessary to support the number of required Named Users.
- E. Security and virus scanning of all system hard drives.
- F. Access to a toll-free technical support number for technical support related to the use and availability of the hosting services described herein. Technical support response time for system availability will be within 2 hours of the original call during extended normal business hours (8:30am – 8pm Eastern Time). Note that “technical support” is defined as addressing SaaS Provider hosting network issues, and does not include individualized assistance on how to use applications. For information regarding SaaS Provider’s software support guidelines, please refer to the support requirements below.

SaaS Provider will undertake commercially reasonable measures to ensure that Availability equals or exceeds ninety-eight percent (98%) during each calendar month (the “*Service Standard*”), provided that any Unscheduled Downtime occurring as a result of circumstances beyond SaaS Provider’s reasonable control shall not be considered Unscheduled Downtime. Unscheduled Downtime will not include, without limitation, any downtime arising from: (i) Client’s breach of any provision of this Agreement; (ii) non-compliance by Client with any provision of this Agreement; (iii) incompatibility of Client’s equipment or software with the SaaS Services or Platform; (iv) poor or inadequate performance of Client’s systems; (v) Client’s equipment failures; (vi) acts or omissions of Client or its Named Users, contractors or suppliers; (vii) telecommunication or transportation difficulties; (viii) Client’s network and internet service provider, (ix) public internet, (x) security exposure, or (xi) force majeure (as described in the Master Terms and Conditions). In the event of a “Disaster”, the Availability Service Standard does not apply.

3. NAMED USER SERVICE TERMINATION

Service will be terminated for individual Named Users per the direction of Client. Termination requests must be submitted in writing or via email to SaaS Provider. SaaS Provider reserves the right to terminate Services for any Named User at any time for reasons related to system security or integrity. Also, Named User access will be terminated for any Named User or group of Named Users who are more than 60 days late on payment of fees.

4. SCHEDULED DOWN TIME

Periodically, SaaS Provider will schedule times when the Platform and Services will be unavailable due to extended maintenance. If at all possible, these periods will be scheduled outside of normal business hours, and the Client will receive 24 hours notice of the down time. Depending upon the immediacy of the maintenance required, the down time may be rescheduled at the request of a Client if reasonably possible. It is anticipated that there will be a weekly scheduled down time for system maintenance on Sunday evenings from 6:00 PM to 12:00 AM Eastern.

5. REPORTING UNSCHEDULED DOWNTIME

Client will timely report Unscheduled Downtime by calling 800-318-7260 during SaaS Provider’s normal business hours (8:30 am to 9:00pm EST). SaaS Provider will exercise commercially reasonable efforts to respond to reports of Unscheduled Downtime by telephone or email acknowledgement within one hundred and eighty (180) minutes of each such report. The report will be assigned a case number for tracking purposes.

6. INTERNET CONNECTION DEPENDENCE

It should be noted that the performance and availability of the Services are directly dependent upon the quality of the Client’s Internet connection. SaaS Provider will aid the Client in determining the quality of their Internet connection via the use of tools designed to measure throughput. This information may then be used to make an informed decision by Client regarding Internet Service Provider (“ISP”) selection. Failure of the Client’s Internet connection to maintain satisfactory throughput and latency is outside the scope of SaaS Provider’s responsibility, and should be addressed by Client directly with the ISP. SaaS Provider cannot be held responsible for Internet infrastructure failures, and as such this Schedule only applies to those components within the SaaS Provider’s hosting obligations and server farm.

7. MEASUREMENT AND REPORTS

7.1 Monitoring and Measurement: SaaS Provider will provide for monitoring of Availability on an ongoing basis during the Subscription Term. All measurements of Availability will be calculated on a monthly basis for each calendar month during the Subscription Term. This monitoring will be performed through a combination of monitoring services, including, without limitation, internal SaaS Provider tools and an external web site URL monitor that validates the availability of any applicable Client application URLs. These tools are intended to serve as initial alert to SaaS Provider. SaaS Provider will conduct a series of tests to confirm Availability if it is alerted to potential Unscheduled Downtime.

- If one of the above alerting mechanisms report that the SaaS Services' core features and functions is unavailable and the SaaS Provider confirms the unavailability, then
 - Unscheduled Downtime will be calculated as the time between when the initial notification or alert was received until SaaS Provider confirms availability has been restored.
- If one of the above alerting mechanisms report that the SaaS Service's core features and functions is potentially unavailable, but the SaaS Provider's tests and assessments confirms that is available, then
 - Unscheduled Downtime will be calculated as the time between when the initial notification or alert was received until SaaS Provider confirms availability has been restored if the SaaS Provider is unable to determine that such SaaS Services were, in fact, available during the period between the initial notification or alert and the point at which SaaS Provider confirmed that such SaaS Services were available.

7.2 System Performance Reports: Upon Client's request and subject to additional fees, SaaS Provider will provide standard Availability reports to Client on a quarterly basis setting forth measurements of Unscheduled Downtime and a calculation of Availability for the relevant preceding quarter. Client agrees that SaaS Provider's monitoring and measurement method and standard Availability reports are the sole and exclusive methods of measuring Availability under this Agreement. No other measure shall be accepted unless validated, and mutually agreed to in writing by both Parties before implementation. If Client disagrees with any measurement or other information set forth in any such report, it must so inform SaaS Provider in writing within five (5) calendar days after receipt of the report. The accuracy of any such report shall be deemed conclusive unless such notice is timely provided by Client as described in this Section. Any such notice must indicate specific measurements in dispute and must include a detailed description of the nature of the dispute. The Parties agree to attempt to settle any such disputes regarding Availability and/or related measurements in a timely manner by mutual good faith discussions.

8. CLIENT REQUIREMENTS

8.1 Minimum System: The service standards set forth in this Agreement assume that Client and its Named Users, agents, and service desk personnel, as applicable, meet and remain current with all minimum requirements relating to the SaaS Services. These minimum system requirements may vary over time due to SaaS Services version levels and other factors. As these requirements change, the SaaS Provider will inform the Client such that the Client can remain compliant with these requirements.

8.2 Additional Client Obligations: Except as otherwise agreed between the Parties in a separate written agreement, Client is responsible for (i) maintenance and management of its computer network(s), servers, software, and any equipment or services related to its receipt and use of the SaaS Services; and (ii) correctly configuring Client's systems in accordance with the Access Protocols.

9. SERVICE STANDARD REMEDIES

If SaaS Provider fails to meet or exceed the Availability Service Standard, subject to the other provisions of this Agreement, due to circumstances within SaaS Provider's control and area of responsibility, then a pro-rata portion of the monthly subscription service fee for the adversely impacted Services will be credited on a subsequent invoice on a pro-rata basis based on the duration and extent of such failure as liquidated damages, not to exceed 10% of the monthly subscription service fees. Any such failure must be reported to SaaS Provider within 30 days following the failure to be eligible for a refund.

SAAS SERVICES - SUPPORT

SaaS Provider shall provide Client and its Named Users with Email support and web-based and telephone support during the Subscription Term.

Standard Hours of Operation

SaaS Provider customer service provides you with support available between the hours of 8:30 a.m. to 9:00 p.m. Eastern Standard Time Monday through Friday, excluding holidays. SaaS Provider reserves the right to be closed on other days from time-to-time throughout the year with notice prior to the actual day.

It is highly recommended that a focal point be established within the Client's organization for reporting defects prior to submission to SaaS Provider. This approach improves communication efficiency, and reduces the potential for confusion.

Email Support

The SaaS Provider Customer Service Center is staffed by qualified customer service representatives and can be reached through the following Email address:

support@Harmonyis.com

SaaS Provider will respond to all E-mail requests within 24 to 48 hours (excluding weekends and holidays). This initial response may not contain a resolution to the issue depending on the severity and nature of the reported problem.

Email support is limited to questions directly related to the use of SaaS Provider Services, and does not include general computer questions, or support for third-party software packages. Email support does not include SaaS Provider Service demonstrations, personal tutorials or walkthroughs on functionality or features. It is assumed that the person contacting SaaS Provider customer service has been fully trained and has read all applicable Documentation.

Telephone Support

The SaaS Provider Customer Service Center can be reached at the following phone number:

800-318-7260

Customer service representatives will assist with the troubleshooting of issues that cannot be resolved by Clients. If a customer service representative cannot be reached then all voice mails will be responded to within 24 to 48 hours (excluding weekends and holidays).

Telephone support is limited to questions directly related to the use of SaaS Provider Services, and does not include general computer questions, or support for third-party software packages. Telephone support does not include SaaS Provider demonstrations or personal tutorials or walkthroughs on function or features. It is assumed that the person contacting SaaS Provider customer service has been fully trained and has read all applicable Documentation.

Shadowing through Hosting Support (for SaaS Provider hosted Services users only):

If SaaS Provider is providing a hosted SaaS Service under an Order, SaaS Provider customer service representatives may 'shadow' the Named User in order to resolve issues. Remote access allows a SaaS Provider customer service representative to:

1. Shadow the Named User to review the issue at-hand.
2. Troubleshoot reported problems

Unless stated otherwise at the beginning of a remote access session, Client and each Named User explicitly agree to allow SaaS Provider to access and shadow Named Users to facilitate the resolution of reported support issues.

Shadowing does not include SaaS Provider demonstrations or personal tutorials or walkthroughs on function or features. It is assumed that the person contacting SaaS Provider customer service has been fully trained and has read all applicable Documentation.

On-site Consulting/Training

On-site consulting/training is not covered by this Schedule and will be billed at an hourly rate (for consulting) or a per-student rate (for trainings), plus any associated expenses in accordance with a separate Professional Services Order. Please call the SaaS Provider Customer Service Department at 703.674.5100 for rate information.

Defect Correction

If you experience a problem, which is a result of a defect in an unmodified portion of the SaaS Provider Services (including the Platform and software relating thereto) or the Documentation, contact SaaS Provider Customer Service by the means mentioned above. You may be asked for a written description of the problem and related configuration information. A defect is defined as a reproducible variation from published Documentation and specifications.

SaaS Provider will make every effort to resolve an issue within 24-48 hours (excluding weekends and holidays) of the problem being reported. At times it may be necessary for the Client to submit additional information to SaaS Provider in order for SaaS Provider to resolve the problem. That information will be kept confidential.

Defects should be reported to SaaS Provider via E-mail. Upon confirmation of receipt within 24-48 hours (excluding weekends and holidays), SaaS Provider will log the defect, and a response to the defect report will be provided to the Client. If the defect is reproducible, then a fix will be made available either as a "hotfix" or as part of SaaS Provider's standard software update process, depending on the severity of it. If the defect is not repeatable, then SaaS Provider will make every reasonable effort to address the problem, but cannot guarantee resolution within a specific time period.

NOTE: SaaS Provider does not guarantee defects will be fixed in any specific time duration due to the nature of any Service or the Platform operating in a multi-vendor environment. It is the goal of SaaS Provider to deliver reasonable efforts during normal hours of operation to satisfactorily resolve each incident.

Updates and Enhancements

SaaS Provider will periodically add enhancements, and make them available through an update. All enhancements are developed as a result of both internal enhancements and client-requested enhancements or feedback.

Problem Severity Definitions

Issues will be resolved based on the following severity, as determined by SaaS Provider:

High (Level 1) - Defect significantly impacting production network
Level 1 Defects will be resolved as quickly as possible, within standard business hours.

Medium (Level 2) - Defect impacts business operation, however there is a workaround available
Level 2 Defects will be resolved within the next scheduled upgrade, as determined by SaaS Provider Software.

Low (Level 3) - Defect does not significantly impact network
Level 3 Defects will be resolved in a future upgrade, as determined by SaaS Provider Software

Client Obligations

As part of this Agreement, Client must:

1. Have fully paid your license, subscription, and other applicable fees within the payment terms of the applicable invoice.

Exhibit A

HIPAA Business Associate Agreement

This Business Associate Agreement is made part of the base contract (“Underlying Agreement”) to which it is attached, as of the date of commencement of the term of the Underlying Agreement (the “Effective Date”).

R E C I T A L S

WHEREAS, County and Contractor (hereinafter referred to as Business Associate (“BA”) entered into the Underlying Agreement pursuant to which BA provides services to County, and in conjunction with the provision of such services, certain Protected Health Information (“PHI”) and Electronic Protected Health Information (“EPHI”) may be disclosed to BA for the purposes of carrying out its obligations under the Underlying Agreement; and

WHEREAS, the County and BA intend to protect the privacy and provide for the security of PHI and EPHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act, Pub. L. No. 104-191 of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH” Act), and regulation promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws as may be amended from time to time; and

WHEREAS, County is a Covered Entity, as defined in the Privacy Rule and Security Rule, including but not limited to 45 CFR Section 160.103; and

WHEREAS, BA, when a recipient of PHI from County, is a Business Associate as defined in the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to 42 USC Section 17938 and 45 CFR Section 160.103; and

WHEREAS, “Individual” shall have the same meaning as the term “individual” in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.202(g); and

WHEREAS, “Breach” shall have the meaning given to such term under the HITECH Act under 45 CFR § 164.402; and

WHEREAS, “Unsecured PHI” shall have the meaning to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to 45 CFR § 164.402.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **Definitions.** Unless otherwise provided in this Business Associate Agreement, capitalized terms shall have the same meanings as set forth in the Privacy Rule, as may be amended from time to time.

2. Scope of Use and Disclosure by BA of County Disclosed PHI.
 - A. BA shall not disclose PHI except for the purposes of performing BA's obligations under the Underlying Agreement or as required by law. Further, BA shall not use PHI in any manner that would constitute a violation of the minimum necessary policies and procedures of the Privacy Rule, Security Rule, or the HITECH Act.
 - B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Business Associate Agreement or required by law, BA may:
 - (1) Use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.
 - (2) Disclose the PHI in its possession to a third party for the purpose of BA's proper management and administration or to fulfill any legal responsibilities of BA, or as required by law.
 - (3) Disclose PHI as necessary for BA's operations only if:
 - (a) Prior to making a disclosure to a third party, BA will obtain written assurances from such third party including:
 - (i) To hold such PHI in confidence and use or further disclose it only for the purpose of which BA disclosed it to the third party, or as required by law; and,
 - (ii) The third party will promptly notify BA of any breaches of confidentiality of PHI to extent it has obtained knowledge of such breach.
 - (4) Aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as permitted by 45 CFR §164.504(e)(2)(i)(B).
 - (5) Not disclose PHI disclosed to BA by County not authorized by the Underlying Agreement or this Business Associate Agreement without patient authorization or de-identification of the PHI as authorized in 45 CFR 164.508.
 - (6) De-identify any and all PHI of County received by BA under this Business Associate Agreement provided that the de-identification conforms to the requirements of the Privacy Rule, 45 CFR § 164.502(d).
 - C. BA agrees that it will neither use nor disclose PHI it receives from County, or from another business associate of County, except as permitted or required by this Business Associate Agreement, the Underlying Agreement, or as required by law, or as otherwise permitted by law.
3. Obligations of BA. In connection with its use of PHI disclosed by County to BA, BA agrees to:
 - A. Implement appropriate administrative, technical, and physical safeguards as are reasonable and necessary to prevent use or disclosure of PHI other than as permitted by the Agreement that reasonably and appropriately protects the confidentiality, integrity, and availability of the PHI in accordance with 45 CFR 164.308,164.310,164.312, and 164.504(e)(2). BA shall comply with the applicable policies, procedures, and documentation requirements of the HIPAA Security Rule as they apply to business associates.

- B. Report to County within five (5) business days of any actual breach of security, intrusion, or unauthorized use or disclosure of PHI of which BA becomes aware and/or any use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
 - C. Report to County in writing of any access, use, or disclosure of PHI not permitted by the Underlying Agreement and this Business Associate Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than five (5) business days. To the extent the Breach is solely a result of BA's failure to implement reasonable and appropriate safeguards as required by law, and not due in whole or part to the acts or omissions of the County, BA may be required to reimburse the County for notifications required under 45 CFR 164.404 and CFR 164.406.
 - D. BA shall not use or disclose PHI for fundraising or marketing purposes. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. BA shall not directly or indirectly receive remuneration in exchange of PHI, except with the prior written consent of the County and as permitted by the HITECH Act, 42 USC Section 17935(d)(2); however, this prohibition shall not affect payment by County to BA for services provided pursuant to the Agreement.
4. PHI Access, Amendment, and Disclosure Accounting. BA agrees to:
- A. Provide access, at the request of County, within five (5) business days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 USC Section 17935(e). In the event any Individual requests amendment to Protected Health Information directly from Business Associate, Business Associate shall within five (5) business days forward such request to County. Notwithstanding anything to the contrary, any access or denials of amendments to the PHI requests, and notices related thereto, shall be the responsibility of County.
 - B. Within ten (10) business days of receipt of a request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in BA's possession constitutes a Designated Record Set.
 - C. To assist the County in meeting its disclosure accounting under HIPAA:
 - (1) BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosure from Electronic Health Record for treatment, payment, or health care operations purposes are required to be collected and

maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At the minimum, the information collected shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed and; (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.

(2) Within in 30 days of notice by the County, BA agrees to provide to County information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.

(3) In the event any Individual requests amendment to Protected Health Information directly from Business Associate, Business Associate shall within five (5) business days forward such request to County. Notwithstanding anything to the contrary, any access or denials of amendments to the PHI requests, and notices related thereto, shall be the responsibility of County.

D. Make available to the County, or to the Secretary of Health and Human Services (the "Secretary"), BA's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining County's compliance with the Privacy Rule, subject to any applicable legal restrictions. BA shall provide County a copy of any PHI that BA provides to the Secretary concurrently with providing such information to the Secretary, unless such notification is precluded by applicable law, rule or regulation.

5. Obligations of County.

A. County agrees that it will promptly notify BA in writing of any restrictions on the use and disclosure of PHI agreed to by County that may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.

B. County agrees that it will promptly notify BA in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.

C. County agrees that it will promptly notify BA in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect BA's use of disclosure of PHI.

D. County shall not request BA to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by County, except as may be expressly permitted by the Privacy Rule.

E. County will obtain any authorizations necessary for the use or disclosure of PHI, so that BA can perform its obligations under this Business Associate Agreement and/or the Underlying Agreement.

F. County shall only request or provide Business Associate the minimum amount of PHI necessary for Business Associate to provide services under the

Underlying Agreement and in accordance with the requirements of HIPAA and all other applicable rules relating to the privacy of PHI and related data.

- G. Unless otherwise required by law or agreed to by the parties in writing, it shall be the responsibility of County to communicate with affected Individual(s), the Secretary and the media information regarding any unintended use or disclosure or Breach of PHI.

6. Term and Termination.

- A. Term. This Business Associate Agreement shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein when all PHI provided by the County to BA, or created or received by BA on behalf of the County, is destroyed or returned to the County, or, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- B. Termination for Cause. Upon the County's knowledge of a material breach by the BA, the County shall either:
 - (1) Provide an opportunity for the BA to cure the breach or end the violation and terminate this Agreement if the BA does not cure the breach or end the violation within the reasonable time specified by the County, such time, to be, at a minimum, 30 days.
 - (2) Immediately terminate this Agreement if the BA has breached a material term of this Agreement and cure is not possible; or
 - (3) If neither termination nor cures are feasible, the County shall report the violation to the Secretary.
- C. Effect of Termination.
 - (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, the BA shall return or destroy all PHI that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI.
 - (2) In the event that the Business Associate determines that returning or destroying the PHI is infeasible, BA shall provide to the County notification of the conditions that make return or destruction infeasible, and BA shall extend the protections of this Agreement to such PHI to those purposes that make the return or destruction infeasible, for so long as the BA maintains such PHI. If BA elects destruction of the PHI, BA shall certify in writing to County that such PHI has been destroyed.

7. Indemnity.

- A. Subject to the limitations contained in this Agreement and the Underlying Agreement, Business Associate agrees to indemnify, defend (upon request), and hold harmless County from any actual and direct liabilities, penalties, demands or claims finally awarded (including the costs, expenses and reasonable attorney's fees on account thereof) arising from claims that maybe made by any third party, resulting solely from a Breach of Unsecured PHI caused solely by the Business Associate's negligence or intentional misconduct in material breach of this Agreement. County agrees to notify the Business Associate

promptly of any written claims or demands against County for which Business Associate is alleged to be responsible hereunder. Notwithstanding anything set forth in this Agreement or the Underlying Agreement to the contrary, the aggregate liability of Business Associate for any damage or loss, including negligence arising under or relating to this Business Associate Agreement, regardless of the form of action, whether in contract or tort, shall not exceed the fees paid to Business Associate by County in the previous twelve (12) months.

8. Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement in writing from time to time as is necessary for both Parties to comply with the Privacy Rule, 45 CFR, and HIPAA generally.
9. Survival. The respective rights and obligations of Section 6 Subpart C (2) of this Business Associate Agreement shall survive the termination or expiration of this Business Associate Agreement.
10. Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy Rule means the section as in effect or as amended.
11. Conflicts. Any ambiguity in this Business Associate Agreement and the Underlying Agreement shall be resolved to permit compliance with the Privacy Rule, 45 CFR Part 160 and 164, and HIPAA's provisions on the use, disclosure and protection of PHI. The terms of this Business Associate Agreement are fully incorporated in and subject to the terms of the Underlying Agreement.



h a r m o n y[®]
INFORMATION SYSTEMS/INC.

El Dorado County, CA Area Agency on Aging PSA 29

Client Management Software Proposal

April 30, 2014

Last Revised: June 9, 2014

HEADQUARTERS: 11700 Plaza America Drive, Ste. 1001, Reston, Virginia 20190
MAIN 703.674.5100 FAX 703.674.5151
www.harmonyis.com

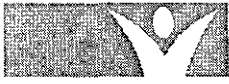


Table of Contents

Overview	2
Harmony Qualifications.....	4
Key Features to be leveraged by El Dorado County AAA.....	5
Hosting Services.....	6
Implementation Services	7
Customer Support.....	14
Pricing	15
Pricing for Optional Module	17
Assumptions.....	18
Data Conversion	23
Signature.....	Error! Bookmark not defined.

Overview

Harmony is pleased to offer El Dorado County – Area Agency on Aging – PSA 29 this proposal to implement *Harmony for Aging and Adult Services™ SAMS Case Management* system and integrated *Information and Referral* module to meet the agency's client information management and reporting requirements. This proposal includes several add-on modules and represents a unique enterprise license package for the following modules:

- Harmony for Aging and Adult Services™ SAMS Case Management Harmony for Aging and Adult Services Information and Referral
- Harmony for Aging and Adult Services Scan
- Harmony for Aging and Adult Services Assessments Designer
- Harmony CDA Reporter Module

Harmony proposes the *SAMS Case Management* system to enable El Dorado County AAA to achieve the following goals:

- Automate the collection, management, and reporting of client data for the California Aging Reporting System (CARS)
- Eliminate costly technical services needed to stay current with CARS data reporting requirements
- Automate Information & Referral Processes and Ensure Consumers Receive the Assistance They Need
- Increase productivity and collaboration among staff members in order to provide high quality, coordinated services to older adults living in the region served by El Dorado County AAA when delivering services across multiple programs such as; Information and Assistance, Senior Nutrition – Home Delivered Meals and Congregate Meals, Senior Legal Services, Family Caregiver Support, Ombudsman case notes and Senior Day Care (case management).

Harmony believes that El Dorado County AAA' key business requirements for client management and reporting will be fully met using the *SAMS Case Management* system. It is a vetted purpose-built case management system used by more than 330 Area Agencies on Aging and more than 1,000 contracted provider organizations to manage home- and community-based long-term care services.

Harmony's model is a consumer-centric case management system that supports all client touches, starting with the initial contact and continuing through the assessment, care planning, service delivery, and reassessment phases. For El Dorado County AAA,

case workers and managers alike will use a unified consumer record to enroll clients, perform screenings and assessments, complete care plans, provide services, and deftly manage all reporting requirements.

Key features:

- **Management El Dorado County AAA data** – All client data, including Information and Referral interaction, assessments, care plans, services, resides within one consolidated database.
- **Minimize risk** – El Dorado County AAA will use the *SAMS Case Management* Administrative structure mapped specifically to meet CARS reporting requirements.
- **CARS (and NAPIS) Reporting** – El Dorado County AAA will track, manage, store, and report client data in compliance with CARS and NAPIS data.
- **Assessments** – Standard Assessments include Basic NAPIS Intake, *SAMS* Independent Living Assessment, *SAMS* Independent Living Assessment Nutrition Screening Instrument and Caregiver Form. Additionally licensing the *Assessment Designer module* allows El Dorado County AAA to configure their own assessments within the system after being trained.
- **Communication and Collaboration** – Harmony's integrated global consumer record model promotes streamlined communication and collaboration among agency staff members, who are able to make electronic referrals within the agency, assign referral follow-ups, consumer visits, and other service activities.
- **Expansion** – *SAMS Case Management* is expandable, enabling the El Dorado County AAA administrators to add new program, such as MSSP, Community Care Transitions, etc. quickly and easily.

Harmony believes the *SAMS Case Management* system is fully aligned with the key goals of the El Dorado County AAA' business management initiatives. El Dorado County AAA will use a state-of-the-art Long Term Care client case management system to automate data collection, reduce operating costs, and meet its CARS reporting requirements.

Harmony Qualifications

As a Harmony customer, the El Dorado County AAA will join more than 12 other AAAs in California in becoming a member of their state Harmony User Group for CARS compliance. Additionally the County will join the ranks of 330 other AAAs in becoming a member and an input of the National Harmony Users Group for NAPIS compliance. Harmony's first customer was the Vermont Agency of Human Services, Department of Disabilities, Aging, and Independent Living (DAIL). DAIL partnered with Harmony almost 20 years ago to develop software that would allow DAIL to automate their National Aging Program Information System (NAPIS) reporting. Building on that initial success, *Harmony for Aging and Adult Services* is now the software trusted by 27 state units on aging and by over 330 Area Agencies on Aging for their annual NAPIS reporting. In fact, because of Harmony's success, the Administration for Community Living (ACL), formerly the Administration on Aging (AoA), contracted with Harmony to serve as the vendor responsible for building the State Reporting Tool, or SRT, which is the mechanism every state uses today to report their NAPIS data. Because of this special relationship with ACL that is unique to Harmony, Harmony's software is able to map the fields in our software directly to the SRT. This will allow El Dorado County AAA to reduce the CARS report and essentially in turn the NAPIS report to a push button operation.

Resources and Commitment

There are more than 10,000 end-users representing more than 900 Aging and Adult services organizations leveraging Harmony to help meet their needs for managing client information and reporting. Harmony is exclusively focused on long-term care, with an emphasis on solutions that assist customers in managing of home- and community-based services models. All company resources are aligned to ensure that Harmony is positioned to help Aging Network organizations to stay ahead of the curve in meeting the evolving needs associated with long-term care rebalancing and consumer direction.

Unique Strengths

Harmony knows that implementations of case management systems are complex endeavors requiring dedicated assigned resources and responsive management. In nearly two decades of providing software and implementation services, Harmony has a wealth of experience and domain expertise in supporting the delivery of home- and community-based services. Using a defined Project Management methodology enhanced and refined with experience, Harmony is able to project and forecast needs with great accuracy to optimize resource use across projects. In the event that demands change or expectations are modified, the Professional Services implementation team is well-positioned to make adjustments to the staffing model and assign the right match and quantity to meet the project needs.

Key Features to be leveraged by El Dorado County AAA

The *Harmony for Aging and Adult Services SAMS Case Management* system offers features designed specifically to enable El Dorado County AAA to plan, track, manage, and report on client services. Staff members are automatically alerted to new referrals and consumers through a real-time dashboard, ensuring that important activities, tasks, and events are not missed. Staff members can then begin working with assigned consumers to conduct in-depth assessments using SAMS assessments functionality. Once enrolled in a program, consumers can work with El Dorado County AAA care managers to collaborate on the care they receive. Service plans are created and, upon review and confirmation, can be converted into service orders.

Key aspects include:

- **California-specific reporting** – The proposed solution includes Harmony’s CDA Reporter (used for CARS reporting) which will allow El Dorado County AAA to produce state-mandated reports at the press of a button from information already recorded in *SAMS*.
- **Information and Referral** – Care Managers and call center staff can assist consumers and other callers to find needed services and send referrals to service providers, tracking details of the contact, including time, topics, and activities.
- **Automatic Alerts** - Harmony Dashboards will alert users to upcoming and incoming tasks and activities, giving care managers control of their caseloads.
- **Assessments** –Standard Assessments include Basic NAPIS Intake, *SAMS* Independent Living Assessment, *SAMS* Independent Living Assessment Nutrition Screening Instrument and Caregiver Form. The forms reside in the consumer record and can be completed during home visits. All assessments provide a view of previous answers given by the consumer to the questions and insight into client status. Assessments can be created, configured and maintained by the County using Harmony’s Assessment Designer tool without needing to pay for add-ons.
- **Case Management** - Advanced features provide detailed service planning, real-time monitoring of service deliveries and outcomes, and time-saving automation of the reassessment process.
- **Care Planning, Service Authorization, and Service Delivery** - Care planning and case management tools allow care managers to record diagnoses and overall goals, plan and authorize a consumer’s complete schedule of services, and record service delivery. Case notes and activities allow case managers to manage consumers more efficiently, while Harmony’s bulk data entry tool allows for El Dorado County AAA’ services to be recorded swiftly, accurately, and efficiently.

- **Bulk Service Entry** – using SAMScan, El Dorado County AAA will be able to quickly upload daily service data through the use of wedge scanners and barcoded rosters.
- **Activities and Referrals** – Staff members are able to assign referral follow-ups, consumer visits, and other service activities. Activities and referrals can be shared among staff workers.
- **Financial Management** – El Dorado County AAA will have access to standard SAMS financial management functionality including Contracts, Consumer Invoices and Payments, and Agency Invoices and Payments. Invoicing and financial management aspects of the Senior Day Care Program “as-is” process may not be fully supported by standard SAMS functionality. Additionally, the ability to print a ‘Voucher’ for Family Caregiver Support Group program shall be achieved by using the standard SAMS Service Order printing functionality. The SAMS Service Order will replace the County's current Authorization Voucher and the Delivery Details will follow the vendor invoice to the County's accounting department for payment. The SAMS Consumer Services List Report will provide internal accounting for Family Caregiver Support Group program.
- **Administrative Management** – All administrative responsibilities are managed by the *SAMS Case Management* Administrator (without the need to enlist services from Harmony ensuring cost containment for the County).

Hosting Services

Harmony's Software-as-a-Service (SaaS) delivery model enables El Dorado County AAA users to harness the power, flexibility, and functionality of Harmony applications without incurring the expense of managing underlying technology. Harmony SaaS leverages a highly secure, state-of-the-art application hosting service, engineered to maximize system uptime, eliminate downtime, and reduce demands on El Dorado County AAA system architecture and resources.

Harmony's SaaS operation provides service to more than 900 aging services organizations nationwide, comprising 10,000 users. The infrastructure of the Harmony service is monitored 24 hours a day, 365 days a year. Operational standards enforced at all levels of the organization ensure maximum security and system availability with virtually no unscheduled system downtime or service interruption. Harmony's SaaS operation is fully HIPAA-compliant and has built-in redundancy features.

Harmony SaaS offers the following benefits:

- Streamlined deployment of *SAMS Case Management* and *Information and Referral* software, with worry-free administration and maintenance
- Lower maintenance costs for hardware and network equipment

- Minimal overhead costs for maintenance personnel
- Increased productivity
- Improved remote access which allows authorized users to access the case management application from any location with Internet access
- Enhanced HIPAA-compliant security practices for the El Dorado County AAA case management system

Implementation Services

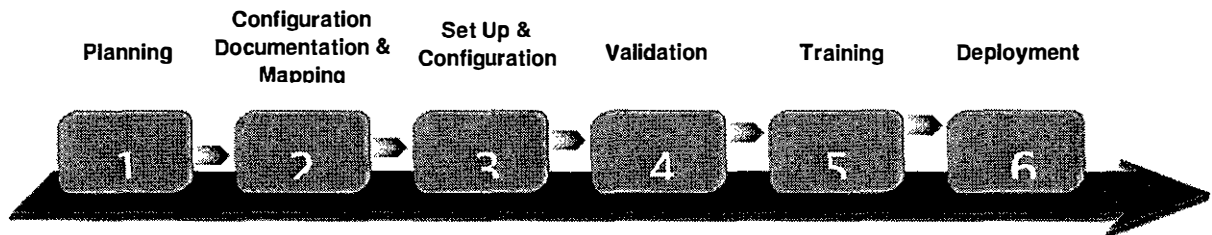
Harmony's Implementation Services team uses a proven implementation methodology to ensure an on-time, on-budget deployment. This structured implementation methodology follows six phases in which tasks, requirements, action steps, milestones, and decision points are clearly articulated and undertaken by Harmony and El Dorado County AAA project implementation participants.

Harmony professional services team provides leadership throughout the implementation. Services provided include advisory-level project management and specialized consulting in areas such as functional processes, program application, technical direction, reporting, data analysis, and training.

This implementation of the *SAMS Case Management* solution and related products is designed to be completed in five to six months. Throughout the project, El Dorado County AAA, with Harmony's assistance, will coordinate its individual business requirements.

The deployment will require careful coordination between El Dorado County AAA and Harmony project resources to complete all required implementation tasks and training.

The Six Phases of Harmony Implementation



This implementation project of the standard *Harmony for Aging including Financial Management* is designed to be completed in 5 – 6 months.

Phase 1 – Project Kick-off and Planning

A successful implementation starts with thoughtful preparation and planning. In developing the implementation plan, Harmony will define the goals of the implementation, the team performing the tasks, the system requirements, and the timeframe to complete the plan on-time and on-budget. Effective planning involves identifying and mitigating risks, establishing a formal communication plan, evaluating hardware and software requirements, and identifying a cohesive training, migration, integration and deployment strategy.

The Harmony Implementation Services Director will assemble the core Harmony Project Team, comprising the Project Manager, a Business Analyst, and if applicable, a Technical Analyst. The team will review the packet of hand-off materials including the approved proposal, documentation, and the project timeline.

The Harmony Project Manager will request the set-up of the Harmony SharePoint environments. These environments are hosted by Harmony and will require no effort by El Dorado County AAA. SharePoint will serve as the information-sharing portal for documentation pertaining to the project such as calendar events and status reports. The SharePoint portal will be accessible to the respective project teams during implementation activities.

Next, the Harmony Project Director and Harmony Project Manager will schedule a Project Start-Up Meeting (introduction call) with the El Dorado County AAA Project Managers and Executive Sponsors. The objective of the meeting is to prepare for the Project Kickoff Meeting with the El Dorado County AAA project teams. Prior to the Project Kickoff meeting, the agenda will be sent to the El Dorado County AAA Project Manager for review, approval, and distribution to the team.

The Kickoff meeting is designed for the El Dorado County AAA project team to review the project structure and objectives, to ensure that the team clearly articulates criteria for project success, and to establish the Communication Plan. During the Project Kickoff meeting, the Harmony Project Manager and Harmony Business Analyst will provide the El Dorado County AAA project teams with an overview of SharePoint (information sharing portal) and Sandbox (application demonstration portal).

Tasks

- Conduct Project Introduction Meeting
- Establish Harmony and Client Project Team Members and Roles
- Conduct Project Kick Off Meeting
- Develop Project Communication Plan
- Develop Risk Management process/documentation
- Develop detailed Project Plan

- Schedule SAMS and Information and Referral features demonstration
- Review Project Plan Scope and Timeline

Resources

El Dorado County AAA: Project Manager, designated team members

Harmony: Project Director, Project Manager, Analyst

Phase 2 - Configuration Documentation and Mapping

This phase begins with a walk-through of the *SAMS Case Management* and *Information and Referral* features and administrative options and a general orientation to the system in order familiarize project team members with system functionality. During the walk-through, Harmony will point out the areas requiring decisions and configuration, and will help El Dorado County AAA identify the information needed to complete the configuration for system access and Administrative table set-up. Reporting requirements, assessment requirements, and any other functional requirements are to be communicated to the Harmony Technical Analyst during this phase. Preparation of users and their access to the system begins in the phase as well.

Tasks

- Documentation of configuration decision in support of functional requirements and business processes.
- Assessment form requirements documented.
- Product demonstration and discovery meeting with El Dorado County AAA staff
- El Dorado County AAA to identify end-users and associated roles
- Submission of user spreadsheet to Harmony Project Manager

Resources

El Dorado County AAA: Project Manager, designated team members

Harmony: Project Manager, Business Analyst

Phase 3 – Set Up and Configuration

This phase focuses on the preparation of the *SAMS Case Management* database. This includes the set-up of the *SAMS Case Management* database in a test ("Sandbox") environment, associating the project team members and configuring the database to ensure access only to data as appropriate based on user role. Next, the software is configured in the sandbox database based on the information gathered during the requirements analysis and features walk through. This includes configuration of the

CARS reporting module. These configuration tasks will be completed jointly by Harmony project team and El Dorado County AAA staff trained by Harmony project team members. All configuration changes and additions implemented in the Sandbox database will be documented such that they can be replicated in the production database after validation.

Additionally, the creation of necessary assessment forms will be completed during this Set Up and Configuration phase. It is assumed that El Dorado County AAA resources will use the *Assessment Designer* module to develop any necessary assessment forms using standard *Assessment Designer* functionality. In support of this effort, this proposal allows for up to 20 hours of assessment form development and/or development assistance by a Harmony resource with *Assessment Designer* experience. *Assessment Designer* training will be conducted via WebEx and will be conducted during or in advance of Phase 3.

Tasks

- Harmony Technical Analyst to facilitate database and environment preparation by Harmony IT staff
- SAMS Administrator Orientation Session for client staff
- Implement configuration setup in Sandbox
- Configuration of SAMScan hardware
- El Dorado County AAA staff will assist in the manual set-up of Administrative data as a preliminary step
- Process User Spreadsheet for new user accounts set-up

Resources

El Dorado County AAA: Project Manager, designated team members

Harmony: Project Manager, Business Analyst

Phase 4: Validation

This important phase validates the configuration of the *SAMS* features including Administrative tables, Organizations and Organizational Privileges, Security, User Accounts, and Access Roles. During this validation phase, the respective teams will perform end-to-end testing of all relevant features to ensure that the system is configured and optimized to meet El Dorado County AAA reporting requirements.

During validation any pertinent system configuration issues will be addressed and adjustments to the system configuration as necessary. After validation is completed, El

Dorado County AAA will be asked to sign off on the configuration and from that point forward it is expected that no further configuration changes will be made in order to minimize risk and project delays.

Test data conversion will occur during this phase (see "Data Conversion" section below).

Tasks

- SAMScan Hardware delivered to customer site
- Team performs configuration validation
- Team performs data preparation and test conversion
- El Dorado County AAA sign-off on configuration

Resources

El Dorado County AAA: Project Manager, designated team members

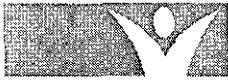
Harmony: Project Manager, Business Analyst, Technical Analyst

Phase 5 - User Training

The training plan will outline the subject matter, the method of delivery, the training timetable, the central training site, and participants. The plan assures that training is properly scoped and delivered in a timely, effective manner. The training dates will be determined jointly by the Harmony Project Manager and the El Dorado County AAA Project Manager in order to best leverage the training for orientation of the users and the preparation for Go Live. El Dorado County AAA will be responsible for securing the training facility. This facility must provide each student and the trainer with a workstation and a hardwired, high speed internet connection.

Harmony will provide up to two-days of on-site instructor led training that will educate the end users at El Dorado County AAA with the tools they need to successfully use the new system. Additional role specific trainings will be conducted over the web per the proposed training plan described herein.

Harmony will provide El Dorado County AAA with electronic copies of standard training materials that will be used in the classes (El Dorado County AAA will be responsible for printing the materials for the students). The User Guide is the resource that is provided to all end-users during their training classes. El Dorado County AAA will be asked to reproduce the training materials for its staff prior to training and be responsible for



setting up the training facilities and providing all workers with a workstation during the training sessions.

El Dorado County AAA

Training materials are as follows:

- *SAMS Case Management* Training Manual and User Guide
- *Information and Referral* Companion Guide
- *Assessment Designer* User Guide
- *SAMS Administrator* User Guide
- *SAMScan* User Guide
- Training Agenda

Tasks:

- Develop Training Plan
- Provide Standard Training Materials
- Schedule Training
- Conduct end-user training

Resources

El Dorado County AAA: Project Manager, designated team members

Harmony: Project Manager, Trainer

Phase 6 - Final Preparations, Deployment and Post Live Support

The final preparation tasks can take place concurrently with the end-user training activities. First, all configuration changes made in the Sandbox environment during Phase 4 will be implemented in the production environment. Final data migration will be completed at this time. After sign-off on configuration has been completed, the system is considered fully functioning and ready for Go Live. System access for new users will be enabled at the agreed upon Go Live date and time. At that point post implementation support begins. During post implementation phase, support responsibilities are transitioned from the Harmony Project Team to Harmony's Customer Support Team.

Tasks:

- Configuration changes from Phase 4 implemented in Production Database



- Validation and sign off of configuration
- Final data migration imports are completed
- Go Live
- Post Live support
- Transition to Harmony Customer Support

Resources

El Dorado County AAA: Project Team

Harmony: Project Team

Implementation Milestones

- Identify all Project Team members and staffing assignments
- Project Introduction and Kick-Off Meetings
- Develop Communication Plan, Project Plan and Schedule
- Complete end-user spreadsheet; set up user accounts
- Feature demonstration and Discovery Meeting
- Perform Administrator orientation
- Document Requirements and Configuration Decisions
- Implement Configuration in Sandbox environment
- Activate *Information and Referral* functionality in database
- Configure users for *Information and Referral* access, Administrative table set-up
- Test accounts and configuration
- Test data migration
- Perform end-user training for both *SAMS Case Management* users and *Information and Referral* users
- Implement Configuration in Production Environment
- Validate Production Environment
- El Dorado County AAA sign-off
- Go Live
- Transition to Harmony Customer Support Team

Customer Support

The Harmony's Customer Support Team comprises professional Customer Support Representatives (CSRs) who have extensive technical expertise and ongoing training in Harmony products. Harmony CSRs focus on responding to customers' support needs quickly and accurately, with the goal of consistently exceeding customers' expectations. The support team is dedicated to answering user questions, logging system enhancement requests, patch and update notifications, and providing assistance in troubleshooting problems.

Harmony provides support via telephone (toll-free), e-mail and the on line Customer Portal. The standard business hours of support from 8:00 AM to 9:00 PM ET, excluding Harmony observed holidays.

Harmony conveniently provides 24/7 access to an online Customer Portal for reporting any issues that require Harmony Customer Support Assistance. The customer portal is an automated solution for managing service and support incidents. Harmony Customer Support staff members use the portal to understand, track, and respond to customer needs; streamline and simplify support efforts; improve customer communications and satisfaction; and to ensure that all support requests are resolved in a timely and effective manner. Additionally, access to Harmony's Customer Portal provides real-time status, priority, and metrics related to the handling and resolution of customer tickets.

Harmony leverages collaborative web-based tools that enable the user and Harmony support personnel to view each other's desktops. Through this approach, CSRs are able to see illustrative examples and results of their analysis while also allowing customers to demonstrate a specific problem directly from the customer's database and product configuration.

The Customer Service team is committed to the following service goals:

- Accelerate diagnosis and problem solving
- Troubleshoot on customer hardware and solutions
- Provide real-time analysis while a problem is occurring
- Demonstrate product features when appropriate
- Assure customer satisfaction



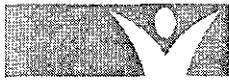
Pricing

License Model Option:	Harmony Enterprise User License Model (w/ Quantity Concession)
Harmony Products Included Package:	<ul style="list-style-type: none">•Harmony for Aging and Adult Services™ SAMS Case Management •Harmony for Aging and Adult Services Information and Referral •Harmony for Aging and Adult Services Scan •Harmony for Aging and Adult Services Assessments Designer •Harmony CDA Reporter Module
Users:	Up to 60 named users on all licensed products for the above package
Annual Cost:	Annual Base Agency License Fee is \$49,400.00 \$823 per additional named user



Item – One-Time Implementation Services	Quantity	Price	Cost
<p>Deployment Standard Services for implementing SAMS Financial Management and the related licensed products:</p> <ul style="list-style-type: none"> - Project Management, Discovery - Configuration Preparation and Set-up of Administrative Structure - Management of single database preparation - Care Management Solution Mapping - Harmony for Aging I&R Administrative Table - Administrator Orientation - Standard Deployment services - Go Live Support <p>Included Add-On Services:</p> <ul style="list-style-type: none"> - Up to 20 hours of assessment form development and/or development assistance by a Harmony resource. <p>On-site Training Services (2 days):</p> <ul style="list-style-type: none"> - Standard SAMS Case Management training, including Care Management (1.5 days, up to 25 users) - Harmony for Aging I&R training (0.5 day, up to 25 users) <p>Web Based trainings</p> <ul style="list-style-type: none"> - SAMS Administrator (0.5 day, up to 5 users) - Assessment Designer (0.5 day, up to 5 users) - SAMScan Training (0.5 day, up to 25 users) - CDA Reporter (0.5 day, up to 25 users) 	1		\$25,610
Data conversion of consumer demographics, service deliveries, and assessments	1		\$7,800
Development of one custom report that will allow SAMScan client ID barcodes can be printed direct to card stock using a plastic card stock printer.	1		\$5,700
Total One-Time Implementation Services			\$39,110

*Travel expenses are not included in cost and will be invoiced based on costs in accordance with the *Board of Supervisors Travel Policy* document.



Item – Hardware	Quantity	Price	Cost
SAMScan Wedge Scanners (non-wireless)	7	\$130	\$910

Total First Year Investment: (Licenses, One-Time Setup, and Scanner Hardware)			\$89,420
Annual Renewal Fees: (Per Year for Year 2 and Year 3 and Year 4 – includes upgrades, maintenance & support)			\$49,400
Estimated Travel expenses for 2 day Onsite Discovery and 2 day Onsite Training			\$4,985

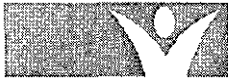
Pricing for Optional Module

**Optional – Harmony Advanced Reporting	Quantity	Price	Cost
Annual Base Agency Fee	1	\$2,500	\$2,500
Annual Report Writer License	2	\$250	\$500
Annual Report Reader License	<i>Up to 60</i>	<i>Waived for ELA</i>	<i>Waived for ELA</i>
Annual Managed Services (up to 25 Hours)	1	N/A	\$4,375
One-Time Implementation Services Setup Fee	1	\$5,950	\$5,950
Total First Year Investment			\$13,325
Annually Recurring Costs			\$7,375

Assumptions

General Assumptions

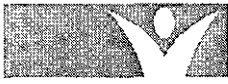
- Assumes the El Dorado County AAA Project Manager will establish and manage a Core Project Team and will be responsible for all tasks associated with the Project Schedule as designated by the Harmony Project Team.
- Harmony will provide the detailed Project Plan. The Harmony Project Manager will be responsible for keeping the Schedule current and reporting it to the El Dorado County AAA Project Manager.
- The project plan will be created and maintained for El Dorado County AAA to follow and implement.
- The El Dorado County AAA Project Team should anticipate a project manager and associated subject matter experts each contributing 8 to 12 hours per week for duration of project.
- The Harmony project team comprises the Project Manager, Business Analyst, Technical Analyst (data conversion), Trainer (function may fall to Project Manager or Business Analyst).
- Assumes El Dorado County AAA will assist on administration orientation, configuration of users and access roles, administrative table setup and data entry.
- Harmony and El Dorado County AAA will designate a Project Director for their respective teams with responsibility for project oversight and monitoring.
- All day-to-day communication and management occurs between the Harmony Project Manager and the El Dorado County AAA Project Manager. This protocol must be adhered to for consistent and stable communications.
- El Dorado County AAA will sign off on project after the live deployment has been validated according to scope.
- Deliverable Acceptance: El Dorado County AAA shall be deemed to have accepted each deliverable associated with this proposal Work five business days after the date Harmony provides notification that the deliverable is complete. If the deliverable fails to meet El Dorado County AAA' expectation in some material respect, El Dorado County AAA must give written notice of non-acceptance to Harmony describing the material issue in reasonable detail and explaining why the issue precludes acceptance.
- Changes to the project scope or assumptions defined in this proposal could affect the quoted cost. Any out-of-scope work will require an additional Purchase Order and will be scheduled at a future date.
- Harmony reserves all rights to the Intellectual Property of its products and services, and it grants a non-exclusive, non-transferable right to the El Dorado



County AAA to use Harmony products and services for internal purposes only for the term of the contract agreement.

Implementation Assumptions:

- Project timeline to be scheduled after acceptance of this proposal; anticipated to be a 5-6 month project schedule.
- The Implementation Services assumes implementation of SaaS-based deployment of Harmony software.
- El Dorado County AAA will maintain and control the Administrative structure and serve as the master system administrator and will be trained to do so.
- Assumes on-site, instructor-led training and WebEx on-line instructor-led training as outlined in the Project Plan and Training Plan (Training Plan to be created during early stages of implementation).
- On-site services will include Discovery Meeting and Training Services only.
- It is assumed that El Dorado County AAA resource(s) will use the *Assessment Designer* product to develop any necessary assessment forms using standard *Assessment Designer* functionality. In support of this effort, this proposal allows for up to 20 hours of assessment form development and/or development assistance by a Harmony resource with *Assessment Designer* experience. *Assessment Designer* training will be conducted via WebEx and will be conducted during or in advance of Phase 3.
- This proposal includes development of one custom report that will allow SAMScan client ID barcodes can be printed direct to plastic card stock using a card stock printer. No other custom report development is included in this proposal.
- Assumes El Dorado County AAA will have access to standard SAMS financial management functionality including Contracts, Consumer Invoices and Payments, and Agency Invoices and Payments.
- Harmony tracks "declined to state" in the standard CDA CARS assessment form as well as in the consumer details page. While we cannot speak to how the GetCare processes and publishes this information, we can confirm that Harmony creates text files that match the State Specification document.



Training Assumptions:

- Assumes El Dorado County AAA will use standard *SAMS Case Management* training materials as the basis for training (any modifications to these materials may be made El Dorado County AAA).
- Assumes El Dorado County AAA attendance and participation in all end user training sessions.
- Assumes El Dorado County AAA will receive a training package that will include Harmony instructor led end user training on all licensed products. The training package will include 2 full days of on-site training for core products, supplemented by web based trainings for satellite products and/or specific role based functions.
- A final training plan will be developed jointly by Harmony and customer during implementation, the proposed training plan follows:
 - Half-day web-based System Administration training (up to 5 participants)
 - 1.5 day on-site *SAMS Case Management* training for El Dorado County AAA SAMS users (up to 25 participants)
 - Half-day, on-site *Information and Referral* training. (up to 25 participants)
 - Half-day web based *SAMScan training* (up to 25 participants)
 - One web-based training for CDA Reporter (up to 5 participants)
 - One web-based training for Harmony Financial Management (up to 5 participants)
- Harmony project team members are responsible for training planning with the assistance of the El Dorado County AAA project manager.
- Assumes customer will provide a training venue and workstation for each student that meets Harmony's system configuration requirements.

SAMScan Assumptions:

- Assumes SAMScan will be used at 7 separate "site" locations
- Assumes scanned services will be recorded in SAMS using a single care program, one funding code, and no sub-service or Fund ID attributes.
- Each of the 7 locations will use wired "wedge" style scanners that require the user to be logged into SAMScan on an internet enabled PC while scanning units.
- Wireless scanners are not included in this proposal.
- This proposal includes development of one custom report that will allow SAMScan client ID barcodes can be printed direct to plastic card stock using a card stock printer.
 - The custom report is expected to support printing of the Client ID bar coded card for one consumer at a time. Batch print jobs (ie: the ability to



generate a single report containing multiple client ID bar codes) may not be supported.

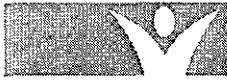
- Assumes customer will assist with requirements gathering, testing, and final validation of the custom report using customer's card stock printer and card stock.

Travel Assumptions:

- Travel estimate for the on-site visits is included in Cost Summary. Costs for travel will be billed as incurred and in accordance with *Board of Supervisors Travel Policy*. Travel expenses for additional custom services (as applicable or required) are not included in the travel estimates.
- Harmony requires at least 4-6 weeks lead time to schedule onsite trips to ensure compliance with Board of Supervisors Travel Policy.

Billing Assumptions:

- Payment terms for Licensing and Set-up Fees are 50% upon contract execution, balance due 90 days from contract execution.
- All services rendered under this proposal are on a fixed price basis as described, and El Dorado County AAA will be invoiced as services are rendered in accordance with the established terms in this document.
- Staff allocated in this deployment will be used as necessary for the success of the project and in accordance with an agreed upon implementation plan. Harmony reserves the right to move or reassign planned hours among the resources assigned to the project.
- Over the course of the planned 5 to 6 month implementation, project hours may be utilized as needed and when needed. Both parties agree that the overall project costs identified in this proposal will not be exceeded without a written change order in accordance with the provisions of this contract.



- Professional Services invoicing terms are as follows:

Billing Milestones	Invoice Amount
1. Completion of Project Kick-off Meeting	\$6,402.50
2. Sign off on Sandbox Configuration	\$6,402.50
3. Completion of Test Data Conversion	\$7,800.00
4. Completion of Custom Report	\$5,700.00
5. Completion of End User Training	\$6,402.50
6. Go Live (end users working in production database)	\$6,402.50
Total	\$39,110

- Pricing in this proposal is valid until November 28, 2014.
- Pricing in the software order does not include optional module – *Harmony Advanced Reporting*.



Data Conversion

Harmony will convert data from El Dorado County AAA's legacy system in order to support CARS reporting for a full report period year; El Dorado County AAA estimates this data volume at approximately 5,000 consumer records. Harmony will convert data for the following information areas:

- Consumer Demographics
- Service Delivery
- Assessment

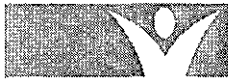
Data Sets

Consumer Demographics

Consumer data includes consumer identifiers, demographics, and contact information, as well as the association of the consumer to a particular provider. Consumer demographic data conversion correlates to the registered client data elements within CARS Reporting.

Consumer demographic conversion includes the following data elements:

Consumer Demographic Data Set	
Consumer ID	Total number of ADLs
Alt_ID_1 and 2	Total number of IADLs
Last name	In Poverty (Y/N)
First name	Lives Alone (Y/N)
Middle Initial	High Nutritional Risk (Y/N)
Home Address	Frail (Y/N)
Mailing Address	Disabled (Y/N)
Consumer Phone numbers	US Citizen (Y/N)
Contacts (name, address, phone, type, Email Address)	Understand English (Y/N)
Email Address	Marital Status
Notes	Employment Status
Directions to Home	Household income
DOB	Consumer Active Status
SSN	Consumer Agency
Gender	Consumer Provider
Race	Journal Entries/Case Notes
Ethnicity	



Service Delivery

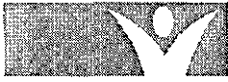
Service delivery data includes information on services received by consumers, including 'what' (type of service), 'when' (time period), 'how much' (unit quantity and price), and 'by whom' (program, agency, provider, and funding source). Service delivery data conversion is dependent upon consumer demographic data conversion. Service delivery data submitted must include unique consumer IDs identifying who received the service and enable proper linkage of service delivery data upon conversion to the corresponding consumers. Service delivery conversion includes the following data elements:

Consumer Service Delivery Data Set	
Care Program	Service Provider
Service	Service Sub-provider
Sub Service	Service Site
Fund Identifier	Units
Topics	Unit Price
Service Month	Daily Unit Details
Service Agency	

Assessment

Assessment data includes information required for Registered Clients receiving services applicable to CARS reporting. El Dorado County AAA assessment data will be converted to the applicable questions within the "CDA CARS Assessment" form in SAMS. Assessment data conversion is dependent upon consumer demographic data conversion. Assessment conversion includes the following data set:

Assessment Data Set	
ADL: Eating	IADL: Meal Preparation
ADL: Bathing	IADL: Shopping
ADL: Toileting	IADL: Medication Management
ADL: Transferring	IADL: Money Management
ADL: Walking	IADL: Using Telephone
ADL: Dressing	IADL: Heavy Housework
ADL: Grooming	IADL: Light Housework
Employment Status	IADL: Transportation
Relationship/Marital Status	Nutrition Risk Detail Questions



Data Conversion Process

Data Conversion Templates: Harmony will provide data conversion templates in Excel workbook format to El Dorado County AAA and provide orientation and instructions for use of the templates.

Data Preparation: El Dorado County AAA is responsible for preparing data for submission, including tasks:

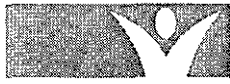
- a) Mapping source data to template data elements
- b) Mapping source data values to valid values and formats based on the *SAMS Case Management* data schema and target destination database setup data
- c) Extracting data from the source database
- d) Populating the data conversion templates with extracted data based on the identified mapping
- e) Performing cleanup of data in the templates to ensure valid values, formats, and completeness
- f) Submitting data in a secure manner via Harmony's FTP site and based on Harmony's instructions

Upon receipt of submitted data, Harmony will transform the data for conversion into the *SAMS* and *Omnia* (Assessment) databases. Harmony will communicate any identified data quality issues to be addressed in collaboration El Dorado County AAA, if applicable.

Test Conversion: Harmony will utilize data conversion tools and scripts to perform a single iteration of test conversion of consumers, service deliveries and assessments to a test database. Harmony will deliver the resulting conversion import logs documenting records converted and records that failed to convert, if applicable.

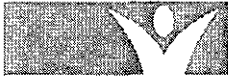
Test Validation: El Dorado County AAA will login to the test database in the Review environment and perform validation by reviewing consumer records and running standard reports El Dorado County AAA will communicate validation findings to Harmony; Harmony will provide recommendations to resolve any identified issues. Upon acceptance, production conversion will be scheduled.

Production Conversion: El Dorado County AAA will prepare updated data conversion templates to address any issues and update the data set, and then submit the data for final production conversion. Harmony will prepare the destination database for production conversion as applicable. Harmony will perform a single iteration of the production data conversion. El Dorado County AAA will access the destination



database and validate the conversion. Upon acceptance, El Dorado County AAA will go-live with the converted data in production.

Task	Responsibility
Phase 1: Data Preparation	
Prepare and provide conversion templates	Harmony
Provide orientation training on templates and data preparation process	Harmony
Perform mapping of data elements and values	El Dorado County AAA
Prepare data for submission for test conversion:	El Dorado County AAA
Populate conversion templates	El Dorado County AAA
Review and clean up data as needed to ensure valid values and formats, completeness, accuracy	El Dorado County AAA
Submit completed templates for test conversion	El Dorado County AAA
Perform threshold review of submitted data	Harmony
Phase 2: Test Conversion	
Create test database and provide access to El Dorado County AAA	Harmony
Perform test conversion	Harmony
Validate test conversion	El Dorado County AAA
Document validation findings	El Dorado County AAA
Review validation results and findings; determine clean up tasks, if applicable	Harmony and El Dorado County AAA
Milestone: Test Conversion Acceptance	El Dorado County AAA
Phase 3: Production Conversion	
Prepare data for submission for production conversion	El Dorado County AAA
Update data for with any new data since test conversion submission	El Dorado County AAA



Complete clean up tasks, if applicable, in either source data or conversion templates	El Dorado County AAA
Submit completed templates for production conversion	El Dorado County AAA
Perform threshold review of submitted data	El Dorado County AAA
Perform production conversion to identified destination database	Harmony
Validate production conversion	El Dorado County AAA
Milestone: Production Conversion Acceptance	El Dorado County AAA
Go Live in production database with converted data	El Dorado County AAA

Data Conversion Assumptions:

- El Dorado County AAA will submit data for conversion in the format of Harmony's data conversion templates. If El Dorado County AAA instead needs Harmony to extract data for conversion from the native format of the source data, additional effort and costs may apply.
- Harmony will convert data from El Dorado County AAA's legacy system in order to support CARS reporting for a full report period year; potentially up to 2 fiscal years of data.
- Conversion of provider data and call data are not included.
- Migration includes one test conversion iteration and one production conversion iteration. Requests for additional conversion iterations or ongoing data import services will be considered on an as-needed basis, and if determined to be elective, additional effort and costs may apply.
- Data preparation, mapping, extraction, and cleanup tasks are the responsibility of El Dorado County AAA. If data cleanup is required for successful conversion, then Harmony will provide guidance, and El Dorado County AAA may choose to either a) perform data scrubbing to correct data values and formats and then resubmit data for conversion, or b) accept data loss for records that lack valid values and formats. If required and requested, Harmony will evaluate data cleanup services for additional level of effort and cost.
- *SAMS Case Management* Administrator setup data such as services, providers, as well as assessment form configuration, will have been configured in the destination *SAMS Case Management* database as part of *SAMS* implementation

prior to data conversion. This is necessary to support data conversion dependencies upon references to setup data within the data to be converted.

- If consumer data exists in the destination *SAMS Case Management* database, then the conversion process will utilize the “5 of 7” duplicate consumer merge logic in the *SAMS Import/Export* application. *SAMS Import/Export* module will be used to import each submitted consumer as a new consumer to the destination database unless merge criteria are met, in which case, the imported consumer will be merged with the matching existing consumer record.
- If required and requested, Harmony will evaluate conversion of additional data elements beyond the identified scope for additional level of effort and cost.
- El Dorado County AAA will perform the validation of the test conversion in a Review database that will be accessible through the Harmony environment.
- Source data must have basic referential integrity in order to support valid relationships across data sets upon conversion. For example, all service delivery records must link back to a consumer ID for the consumer having received the service.
- Deliverable acceptance: Upon receipt of a data conversion deliverable, El Dorado County AAA will have up to ten business days to review and either accept or reject the deliverable. If a deliverable is rejected, El Dorado County AAA must provide details within the review period timeframe, identifying 1) deficiencies against the requirements, and 2) requested remediation to qualify for deliverable acceptance. A lack of acceptance or rejection within the review period will constitute acceptance.

Contract #: 074-SIS11 HW
Index Code: 531160, 531301

CONTRACT ROUTING SHEET

Date Prepared: 6/3/14 to CO CO 8/5/14
Resubmit 9/18/14

Need Date: 8/18/14 HW
Resubmit 10/1/14 HW

PROCESSING DEPARTMENT:
Department: HHSA/CSD
Dept. Contact: Heather Longo

CONTRACTOR:
Name: Harmony Information Systems, Inc.
Address: 11700 Plaza America Drive, Suite 1001
Reston, VA 20190
Phone: 703-674-5100

Phone #: X7373
Department: _____
Head Signature: [Signature]
Don Ashton, M.P.A., Director

CONTRACTING DEPARTMENT: HHSA/Community Services Division
Service Requested: Proprietary Software for Community Services Programs
Contract Term: Upon execution, 4 years Contract/Grant Value: \$260,000.00
Compliance with Human Resources requirements? N/A Yes No
Compliance verified by: Mike Stella 6/23/14 HW

COUNTY COUNSEL: (Must approve all contracts and MOU's)
Approved: _____ Disapproved: X Date: 8/25/14 By: [Signature]
Approved: X Disapproved: _____ Date: 9/19/14 By: [Signature]

- We never recommend signing agents governed by law other than Cal. law (this is Delaware) (just a recommendation)
- There is no venue provision (shd be CA)
* The termin. clause only provides for bankruptcy - need the clause abt us not having enough \$ in budget. 9/18/14 see corrections HW

PLEASE FORWARD TO RISK MANAGEMENT. THANK YOU!
RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)
Approved: _____ Disapproved: ✓ Date: 8/28/2014 By: [Signature]
Approved? ✓ Disapproved: _____ Date: 9/25/14 By: [Signature]

needs the endorsements see con 9/17/14 HW
* NOTE: The contract needs insurance requirements.

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).
NOTE: Any contract that involves the development, installation, implementation, storing, retrieving, transfer, or sending of electronic information, the acquisition of software or computer related items, or any other service/item that may be IT related, especially those that involve computers and telecommunications, must be approved by IT before submission to Counsel. This also applies to any other contract that requires approval from another department.

Departments: Information Technologies
Approved: ✓ Disapproved: _____ Date: 7/30/14 By: [Signature]
Approved: _____ Disapproved: _____ Date: _____ By: _____

Please contact Heather Longo x7373 with questions or for contract packet pick-up. Thank you!

Contracts Supe Review/ ate _____ Date: 6/3/14
Program Mgr. Review/Date _____ Date: 7/1/14
CFO Review/Date _____ Date: 7/2/14
Ass't Director-Admin/Finance _____

→ Add. Endor. needs to be provided & approved by Risk prior to start of work. [Signature]
Gail approved 11/19/14
18-1694 C 74 of 184 HW



County of El Dorado

330 Fair Lane, Building A
Placerville, California
530 621-5390
FAX 622-3645
www.edcgov.us/bos/

Master Report

File Number: 14-1351

*File ID #: 14-1351

Agenda Item
Type:

Status: Approved

Version: 1

Reference:

Gov Body: Board of
Supervisors

Created: 09/29/2014

Agenda Title: 11/17/14 HHS Harmony Information Systems AGMT

Final Action: 11/17/2014

Title: Health and Human Services Agency, Community Services Division, recommending the Board consider the following:

- 1) Approve and authorize the Chair to sign Agreement for Services 074-S1511 with Harmony Information Systems, Inc. for the provision of proprietary client case management and reporting software for a four-year term commencing upon execution with a maximum contractual obligation of \$242,605; and
- 2) Authorize the Purchasing Agent or their designee to execute further documents relating to Agreement for Services 074-S1511, including amendments that do not increase the maximum dollar amount or term of the Agreement and contingent upon approval by County Counsel and Risk Management.

Related to Item 21 (File 08-0923) on today's agenda.

FUNDING Federal, State, General Fund, and donations in varying amounts for each program.

Notes:

Agenda Date: 11/17/2014

Agenda Number: 22.

Sponsors:

::

Attachments: A - Approved CRS 11-17-14, B - 074-S1511 11-17-14,
C - County of El Dorado Requirements 11-17-14

::

::

::

Contact: Don Ashton, Director

::

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
------------	--------------	-------	---------	----------	-----------	--------------	---------

1 Board of Supervisors 11/17/2014 Approved Pass
Action Text: This matter was Approved on the Consent Calendar.

Mover: Ron Briggs Yes: 4 - Supervisor Briggs, Supervisor Santiago, Supervisor Mikulaco and Supervisor Veerkamp 4-1
Absent: 1 - Supervisor Frenzen

Text of Legislative File 14-1351

Health and Human Services Agency, Community Services Division, recommending the Board consider the following:

- 1) Approve and authorize the Chair to sign Agreement for Services 074-S1511 with Harmony Information Systems, Inc. for the provision of proprietary client case management and reporting software for a four-year term commencing upon execution with a maximum contractual obligation of \$242,605; and
- 2) Authorize the Purchasing Agent or their designee to execute further documents relating to Agreement for Services 074-S1511, including amendments that do not increase the maximum dollar amount or term of the Agreement and contingent upon approval by County Counsel and Risk Management.

Related to Item 21 (File 08-0923) on today's agenda.

FUNDING Federal, State, General Fund, and donations in varying amounts for each program.

Budget Summary:

Total Estimated Cost.....	\$242,605
Funding	
Implementation Cost (includes Maintenance Fee for first year).	\$94,405
Maintenance Fees (\$49,400/year for three years).....	\$148,200
Total Funding Available.....	\$242,605
Change To Net County Cost.....	\$0.00

Fiscal Impact/Change to Net County Cost

There is no change to Net County Cost associated with this Agreement. Sufficient appropriations were included in the Fiscal Year 2014-15 budget, and will be included in future budgets for the term of the Agreement.

Background

Health and Human Services Agency (HHSA) Community Services Division's Aging Programs, including Senior Day Care, Family Caregiver Support Program, Senior Nutrition, Senior Legal, Multipurpose Senior Services Program (MSSP), and the You Are Not Alone Telephone Reassurance Program, rely on 4th Dimension Software (4D) for client case management and data reporting functions to effectively manage program services and to meet State reporting mandates. The Aging Programs (with the exception of Senior Day Care) are funded through agreements with the California

Department of Aging (CDA). The CDA funding contracts require the Aging Programs to utilize a client case management and data reporting system to effectively manage program services and to meet State reporting mandates.

HHSA has contracted with 4D since 2000 to perform client data management and reporting functions for many of HHSA's Community Services' Division Aging Programs. The 4D system was last updated in 2004. HHSA was able to support 4D using a third party contractor, who in 2011 declined to continue to support 4D. The outdated and unsupported 4D system places the County at great risk of noncompliance with the State, should it fail.

With the goal of replacing the unsupported 4D, HHSA worked with County of El Dorado's Information Technologies (IT) to review and demo three (3) client data management software systems. Each software system was thoroughly evaluated by IT using the same requirement criteria. During the review process, HHSA and IT determined replacing 4D with Harmony Information Systems, Inc. best meets HHSA's case management, billing, and reporting criteria for the Aging Programs, including Senior Day Care, Family Caregiver Support Program, Senior Nutrition, Senior Legal, and the You Are Not Alone Telephone Reassurance Program. During the review process, it also was determined that Harmony Information Systems, Inc., is the system currently utilized by 14 other California Area on Aging Agencies. In order for MSSP to utilize the Harmony Information Systems, Inc. system, an additional module would have to be purchased. Therefore, HHSA and IT determined that integrating the case management function into the existing CareAccess Silicon Valley system is more cost effective (File ID 08-0923).

Key features of the Harmony Information Systems, Inc. software include permitting HHSA to comply with State reporting requirements, including the California Aging Reporting System and the National Aging Program Information System. Harmony Information Systems also includes the ability to provide information and referral services, issue client service vouchers, and maintain valuable case management and care planning files.

Upon Board of Supervisors approval of Agreement for Services 074-S1511 and prior to implementation of the software, HHSA will submit Harmony Information Systems, Inc. insurance certificates and required endorsements to County of El Dorado Risk Management for review and approval. Harmony Information Systems, Inc. insurance broker will not release the endorsements until a contract is executed.

Reason for Recommendation

Welfare and Institutions Code § 9102 requires a client case management and data reporting system to effectively manage program services and to meet State reporting mandates. County of El Dorado Board of Supervisors Resolution Number 142-2001 exempts proprietary software from the competitive bidding process. Further, when it is determined that vendor competition is inadequate, 45 CFR Section 92.36 and Title 22 California Code of Regulations Section 7360 outlines Noncompetitive Awards criteria. Harmony Information Systems, Inc. was selected by HHSA and IT as it is the software system best able to meet HHSA's Aging Programs' needs, while also meeting

State-mandated requirements. This selection falls under the Noncompetitive Awards criteria.

Failure to approve Agreement for Services 074-S1511 with Harmony Information Systems, Inc. will place HHSA's Community Services' Aging Programs at risk of noncompliance, including breach of contract with CDA and a potential loss of \$1,018,080 in Federal and State funding.

Clerk of the Board Follow Up Actions

1. Clerk of the Board to obtain signature of the Chair on two (2) original Agreement for Services 074-S1511.
2. Clerk of the Board to return one (1) fully executed Agreement to HHSA at 3057 Briw Road.

Contact

Don Ashton, M.P.A., Director

Concurrences

County Counsel, Risk Management, and Information Technologies