

NEW AGREEMENT CONTRACT ROUTING SHEET

Date Prepared: 10-18-2018

Need Date: 10-19-2018
Needs to be on the 11-13-2018 Board Agenda

PROCESSING DEPARTMENT:

Department: Health & Human Services Agency

Dept. Contact: Zhana Mc Cullough

Phone: X 7154

Department

Head Signature: *Patricia Charles-Heathers*

Patricia Charles-Heathers,
Ph.D., MPA, Director

CONTRACTOR:

Name: WellSky

Address: 1171 West 79th Street

Lenexa, KS 66214

Phone: _____

Org Code: 5200

CONTRACTING DEPARTMENT: Health and Human Services Agency

Service Requested: License renewal for proprietary software.

Contract Term: 11/17/2018 – 11/16/2022 Contract Value: \$207,480

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

Approved: Disapproved: _____ Date: 10-22-18 By: ROR

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

Revised Order Form - Attachment 1 - approved

Contract approved with requested change to 8.3 + 8.4

EL DORADO COUNTY COUNSEL

2018 OCT 22 PM 1:30

"Rate and Maximum obligation. The annual rate and maximum contractual obligation for the licensed software are set pursuant to the Order Form Attachment 1"

Alternate language as attached approved!

HR APPROVAL: WILL BE REVIEWED THROUGH WORKFLOW

RISK MANAGEMENT: WILL BE REVIEWED THROUGH WORKFLOW

Please contact hhsa-contracts@edcgov.us for contract pick-up or Zhana Mc Cullough, x 7154, with questions. Thank you!

**WELLSKY SYNERGY HUMAN & SOCIAL SERVICES CORPORATION
RENEWAL ORDER FORM**

This Renewal Order Form ("Order") is dated as of 11/13/2018 ("Effective Date") between County of El Dorado, PSA 29 with offices at 937 Placerville, CA 95667 ("Customer") and WellSky Synergy Human & Social Services Corporation, with offices at 11711 West 79th Street, Lenexa, Kansas 66214 ("WellSky") for the products and services set forth herein. This Order is subject to and hereby incorporates the terms and conditions of the Master License and Services Agreement entered into between the parties, dated 11/13/2018 ("Agreement"), except to the extent explicitly identified in this Order.

This Order consists of the following Attachments:

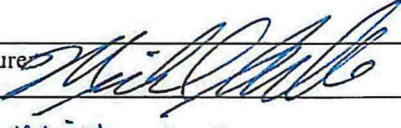
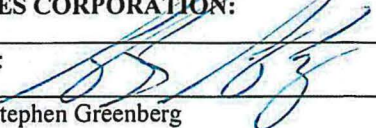
- Attachment 1 – Scope of Use, Term and Payment Terms
- Attachment 2 – Pricing

Any questions or changes to this Order, please contact Michele Cioffi at michele.cioffi@wellsky.com

Ordering Procedure:

Scan or fax this signed Order to WellSky's Contracts Department as follows:

LegalContracts@wellsky.com
Fax: (913) 871-9571 or 9138719571@fax2mail.com

COUNTY OF EL DORADO, PSA 29		WELLSKY SYNERGY HUMAN & SOCIAL SERVICES CORPORATION:
Signature: 		Signature: 
Name: Michael Ranalli		Name: Stephen Greenberg
Title: Chair, Board of supervisors		Title: SVP Human and Social Services
Date: 11/13/18		Date: 11/6/18

**ORDER FORM
ATTACHMENT 1
SCOPE OF USE, TERM, AND PAYMENT TERMS**

1. Scope of Use: The Licensed Software or Cloud Services is subject to the scope of use/qty. set forth in the p-invoice below between the parties. Nothing in this renewal increases (or decreases) the scope of work. In the event Customer's scope of use exceeds these amounts set forth in Attachment 2, Customer shall be invoiced for any unlicensed use (and related support if applicable), and the unpaid license and support fees shall be immediately due and payable.

2. Term:

Cloud Services Term: The Cloud Services are provided for an initial four-year term, beginning on November 17, 2018 (the "Initial Term"). Upon expiration of the Initial Term, the Cloud Services will automatically renew for additional 1-year periods, unless either Party gives notice to the other Party of its intent not to renew at least ninety (90) days before the expiration of the then-current term.

In the event Cloud Services are allowed to lapse (other than for breach by WellSky) and is later reinstated, Customer shall be required to pay a reinstatement charge of Ten Thousand Dollars (\$10,000), plus back charges for all months that Cloud Services lapsed, including appropriate late charges.

3. Payment Terms. All fees due under this Order shall be paid as follows:

a. Cloud Services: Customer shall pay 100% of the annual Cloud Services fees, in the amount of \$51,870 annually in advance beginning on the renewal date and on each anniversary of such date every year thereafter. ANNUAL PAYMENTS FOR THE LICENSING IN ATTACHMENT 2 SHALL NOT EXCEED \$207,480.00 DURING THE INTIAL TERM.

b. Increases: All annual fees may be increased by WellSky once annually commencing one (1) year following Initial Term (or the immediately preceding term) at a rate not to exceed 5%. Maintenance and Cloud Services fees may further be increased upon prior written notice to Customer in the event WellSky's third party supplier increases such fees.

Please provide your accounts payable or billing contact information.

Name:	County of El Dorado
Title:	Health and Human Services Agency
E-mail:	3057 Briw Road, Suite B
Phone:	Placerville, CA 95667

**ORDER FORM
ATTACHMENT 2
PRICING**



WellSky Human & Social Services Corporation
f/k/a Mediware Human & Social Services, Inc.
11711 W. 79th St.
Lenexa, KS 66214

**P-
Invoice**

CAG14823721616

P-Invoice

Customer

Name	COUNTY OF EL DORADO, PSA 29	Date	11/17/2018
Address	ATTN: MICHELLE HUNTER, ACCOUNTS PAYABLE	Cust. No.	CAG14823
	937 SPRING STREET	P.O. #	
	PLACERVILLE, CA 95667	Term	11/17/18- 11/16/19

Qty	Description	Unit Price	Total
1	ANNUAL ENTERPRISE LICENSE TERM: 11/17/18-11/16/19	\$51,870.00	\$51,870.00
		SubTotal	\$51,870.00
		TOTAL	\$51,870.00

**WELLSKY HUMAN & SOCIAL SERVICES CORPORATION
MASTER LICENSE AND SERVICES AGREEMENT**

This Master License and Services Agreement (the “Agreement”) is entered into as of **11/13/2018** (the “Effective Date”), by and between **WellSky Human & Social Services Corporation**, with offices at 11711 West 79th Street, Lenexa, Kansas 66214 (“WellSky”), and **the County of El Dorado**, a political subdivision of the State of California, also known as Planning Service Area (PSA) 29, with offices at 937 Spring Street, Placerville, CA 95667 (“Customer”). Each of WellSky and Customer may be referred to herein individually as a “Party” and together as the “Parties.” The Parties agree as follows:

1. **DEFINITIONS.** Capitalized terms used herein or in any Order Form, but not defined, have the meaning set forth in Exhibit A.
2. **LICENSED SOFTWARE.**
 - 2.1. Licensed Software. WellSky grants to Customer (a) a non-exclusive, non-transferable, license to use the Licensed Software or (b) a limited term, non-exclusive, non-transferable, license to use the Licensed Software, subject to the terms of this Agreement and the applicable Order Form. Customer represents that it has authority to bind each Customer affiliate and Licensed User to the terms of this Agreement. Customer shall be responsible for all acts and omissions of all Customer affiliates and Licensed Users.
 - 2.2. Limitations. No right to use, copy, modify, create derivative works of, adapt, distribute, disclose, decompile or reverse engineer the Licensed Software is granted, except as expressly set forth in this Agreement. WellSky reserves title to the Licensed Software and all rights not expressly granted hereunder. Customer may make copies of Licensed Software as necessary for back-up, testing and archival purposes only. Customer may not use any component of the System to provide services to third parties as a service bureau or data processor.
 - 2.3. Scope of Use. The Licensed Software and Sublicensed Software are priced based on certain metrics (e.g. Sites, Deliverables and/or Licensed Users) as set forth in an Order Form. Customer may only expand its use of the Licensed Software or Sublicensed Software upon payment of additional license, support and service fees at WellSky’s then-current rates. Any such fees for additional scope of use will be immediately due and payable.
3. **SERVICES.**
 - 3.1. Cloud Services. During the Cloud Services term set forth in an Order Form, WellSky shall provide Customer a non-exclusive, non-assignable, limited license to access and use the Cloud Services, solely for Customer’s internal business operations and subject to the terms of this Agreement and Order Form.
 - 3.2. Support. WellSky shall provide the Support Services set forth in Exhibit B or in the applicable Order Form. For Cloud Services. Customer shall purchase any hardware and third-party software required to use the Licensed Software or Cloud Services. WellSky is not obligated to provide Support services for Licensed Software that is not the most current or next to most current release.
 - 3.3. Professional Services. Unless otherwise set forth in an Order Form, Professional Services shall be performed on a time and materials basis at WellSky standard rates.
 - 3.4. Customer Responsibilities. Customer shall approve access for all Licensed Users to the Cloud Services, and shall prevent unauthorized access and use of the Cloud Services. Customer shall not, and shall ensure that its Licensed Users do not: (i) sell, resell, lease, lend or otherwise make available the Cloud Services to a third party; (ii) modify, adapt, translate, or make derivative works of the Cloud Services; or (iii) sublicense or operate the Cloud Services for timesharing, outsourcing, or service bureau operations. For portal administration and user provisioning responsibilities, see the terms of Exhibit C.
 - 3.5. Suspension of Services. If (i) there is a threat to the security of WellSky’s systems or the Services, or (ii) Customer’s undisputed invoices are 60 days or more overdue, in

addition to any other rights and remedies (including termination), WellSky may suspend the Services without liability until all issues are resolved.

4. **SUBLICENSSED SOFTWARE AND HARDWARE.** Subject to the terms and conditions of this Agreement and any Order Form, WellSky shall grant the licenses to Sublicensed Software as set forth in an Order Form. Customer agrees to purchase any Hardware set forth in an Order Form.

5. **PROPRIETARY RIGHTS.**

5.1. Ownership. WellSky or its licensor retains all right, title, and interest, in the Licensed Software, Sublicensed Software, Test Scripts, Documentation, Services, and Work Product. WellSky shall grant to Customer a non-exclusive, non-transferable license to use Work Product only for Customer's own internal purposes in connection with the Licensed Software and Services.

5.2. Restricted Rights. The Licensed Software is commercial computer software programs developed exclusively at private expense. Use, duplication, and disclosure by civilian agencies of the U.S. Government shall be in accordance with FAR 52.227-19 (b). Use, duplication and disclosure by DOD agencies are subject solely to the terms of this Agreement, a standard software license agreement as stated in DFARS 227.7202.

6. **INSTALLATION OF DESIGNATED PLATFORM.** Customer shall install all components of the Designated Platform, and complete all necessary diagnostic tests to ensure such installation is complete and successful.

7. **PAYMENTS BY CUSTOMER.**

7.1. Payment. Customer shall pay all Fees for the Licensed Software, System Services and Hardware. All invoices shall be paid net 30 days following the date of the invoice. Invoices that are more than 10 days past due shall be subject to a finance charge at a rate of interest the lesser of 1.5% per month or maximum permissible legal rate.

7.2. Increase. All annual fees may be increased by WellSky once annually commencing one (1)

year following the Effective Date of the applicable Order Form, unless otherwise set forth in the Order Form, at a rate not to exceed 5%. Maintenance and Cloud Services fees may further be increased upon prior written notice to Customer in the event WellSky's third-party supplier increases such fees.

7.3. Rate and Maximum Obligation. The annual rate and maximum contractual obligation for the Licensed Software and Cloud Services are set forth in the applicable Order Form, which is incorporated by reference as if fully set forth herein.

7.4. Expenses. Customer shall reimburse WellSky for all reasonable Customer-related travel, lodging and out-of-pocket expenses incurred in accordance with Customer's travel policy in effect as of the Effective Date, which is attached hereto as Exhibit E.

7.5. Shipping Fees, Taxes. Customer shall pay all shipping charges, as well as any taxes, fees or costs imposed by any governmental body arising as a result of this Agreement. WellSky shall be responsible for taxes on its net income.

7.6. Delivery/Risk of Loss. All materials provided by WellSky to Customer hereunder are shipped FOB WellSky's carrier.

7.7. Audit. WellSky reserves the right to audit Customer's use of the System and Cloud Services, remotely or on site at a mutually agreeable time. If Customer's use is greater than contracted, Customer shall be invoiced for any unlicensed use (and related support), and the unpaid license and support fees shall be payable in accordance with this Agreement. If any increase in fees is required, Customer shall also pay the expenses associated with the audit.

8. **LIMITED WARRANTIES AND COVENANTS.**

8.1. Licensed Software Warranty. WellSky warrants that the Licensed Software shall, without material error, perform the functions set forth in the Documentation when operated on the Designated Platform in accordance with this Agreement and the Order Form during the Warranty Period.

- 8.2. Services Warranty. WellSky warrants that it shall perform the Services in a professional manner in accordance with the applicable Documentation.
- 8.3. Hardware/Sublicensed Software. Customer agrees that the manufacturers or licensors of Hardware and Sublicensed Software may provide certain warranties and other terms and conditions with respect to the Hardware and Sublicensed Software supplied to Customer under this Agreement. WellSky makes no representations or warranties concerning the Hardware or Sublicensed Software.
- 8.4. Remedy. Customer's sole and exclusive remedy for any breach of the warranties set forth herein or in an Order Form shall be to notify WellSky of the applicable non-conformity, in which case WellSky shall use commercially reasonable efforts to correct such non-conformity by redelivering the Licensed Software or re-performing the Services. Notwithstanding the foregoing, WellSky shall not be responsible for any non-conformity, which arises as a result of (i) any act or omission of Customer, including a failure to use the System or Cloud Services in conformance with the Documentation or Applicable Law; (ii) any person (other than WellSky) making modifications to the Designated Platform in any way without WellSky's prior written consent; or (ii) any failure of any component of Hardware, Sublicensed Software, or any Customer-supplied software, equipment or other third-party materials.
- 8.5. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN AN ORDER FORM, WELLSKY DISCLAIMS, ALL WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, AND ANY WARRANTY OF NON-INFRINGEMENT, OR ANY WARRANTIES ARISING FROM TRADE PRACTICE OR COURSE OF DEALING. WELLSKY DOES NOT WARRANT THAT THE SERVICES SHALL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ALL DEFECTS SHALL BE CORRECTED, OR THAT THE LICENSED SOFTWARE OR

SERVICES SHALL MEET CUSTOMER'S REQUIREMENTS.

- 8.6. Customer Warranty. Customer warrants that Customer (a) has the power and authority to enter into this Agreement and bind each Licensed User to the confidentiality and use restrictions set forth herein; and (b) shall use its best efforts to protect the security of the Licensed Software and Cloud Services.
9. **LIMITATION OF LIABILITY.** WELLSKY'S MAXIMUM LIABILITY FOR DAMAGES TO CUSTOMER FOR ANY CAUSE WHATSOEVER ARISING UNDER OR RELATED TO THIS AGREEMENT, IS LIMITED TO THE FEES PAID UNDER THE ORDER FORM FOR THE AFFECTED SOFTWARE OR SERVICES DURING THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO A CLAIM. NEITHER WELLSKY NOR ITS LICENSORS SHALL BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE DAMAGES, OR LOST PROFITS, BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY A THIRD PARTY AGAINST CUSTOMER. WellSky shall not be deemed to be engaged, directly or indirectly, in the practice of medicine or the dispensing of medical services, nor shall it be responsible or liable for the use, application or interpretation of any information, results or product generated by or resulting from the Licensed Software or Services or arising from the Customer's use of the Licensed Software or Services.
10. **INDEMNIFICATION.**
- 10.1. WellSky Indemnity. WellSky shall defend, indemnify and hold Customer and its officers, directors, and employees, harmless from and against any third party claims, suits, liabilities, obligations, judgments, and causes of action ("Third Party Claims") and associated costs and expenses (including reasonable attorneys' fees) to the extent arising out of any claim that the Licensed Software or Cloud Services infringes any currently existing United States patent or

copyright, or misappropriates any trade secret, of any third party. If Customer's use of the Licensed Software or Cloud Services is finally enjoined, WellSky shall, at its sole option and expense, and as Customer's sole and exclusive remedy, either: (a) secure for Customer the right to continue to use the Licensed Software or Cloud Services; (b) replace, modify or correct such Licensed Software or Cloud Services to avoid such infringement, or (c) terminate the Agreement and refund to Customer a pro rata portion of the Licensed Software license fees amortized over a four (4) year straight line depreciated basis and any prepaid amounts for Cloud Services not yet performed. WellSky's indemnification obligations shall not apply if the Third Party Claim results from: (i) modifications of the Licensed Software or Cloud Services by Customer or third parties; (ii) use of the Licensed Software or Cloud Services with non-WellSky software or equipment; (iii) use of the Licensed Software or Cloud Services in violation of this Agreement, Applicable Law, or in conformance with the Documentation; or (iv) use of anything other than the most current release of the Licensed Software, if the infringement could be avoided by use of the current release.

10.2. Customer Indemnity. Customer shall defend, indemnify and hold WellSky and its officers, directors, and employees harmless from and against any Third-Party Claim and associated costs and expenses (including reasonable attorneys' fees) to the extent arising out of or resulting from Customer's use of the Licensed Software, Test Scripts and Cloud Services, or any claim by any party receiving services from Customer in connection with the Licensed Software or Cloud Services.

10.3 Indemnification Procedures. To be indemnified, the party seeking indemnification must: (i) give the other party timely written notice of such Third-Party Claim (unless the other party already has notice); provided, however, that failure to give such notice will not waive any rights of the indemnified party except to the extent that the rights of the indemnifying party are prejudiced thereby; (ii) give the indemnifying party authority, information and assistance for the Third-Party Claim's defense and settlement. The indemnifying party has the

right, at its option, to defend the Third-Party Claim at its own expense and with its own counsel. The indemnified party has the right, at its option, to join in the defense and settlement of such Third-Party Claim and to employ counsel at its own expense, but the indemnifying party shall retain control of the defense. The indemnifying party has the right to settle the claim so long as the settlement does not require the indemnified party to pay any money or admit any fault without the indemnified party's prior written consent, which will not be unreasonably withheld, conditioned or delayed.

11 **TERM AND TERMINATION OF LICENSE AND AGREEMENT.**

11.1 Term. If applicable, the term of the license to the Licensed Software and Cloud Services is set forth in an Order Form. This Agreement shall terminate when the license to all Licensed Software licensed under this Agreement terminates, all Services expire or are terminated, or sooner as provided in Section 11.

11.2 Termination. This Agreement remains in effect until all Licensed Software and Services expire or are terminated in accordance with this Agreement. Either Party may terminate this Agreement and the licenses granted herein if: (i) the other Party materially breaches this Agreement and fails to cure such breach within 60 days after receipt of written notice of the same, except in the case of failure to pay fees when due, which must be cured within 10 days after receipt of written notice from WellSky; or (ii) the other Party becomes the subject of a voluntary proceeding relating to insolvency, receivership, liquidation, bankruptcy or composition for the benefit of creditors and such petition or proceeding is not dismissed within 60 days of filing. Failure to use the Licensed Software and Updates thereto in accordance with Applicable Law is a material breach of this Agreement.

11.3 Effect of Termination. Upon termination of this Agreement, Customer shall immediately cease all use of the Licensed Software, Sublicensed Software and Cloud Services, the licenses granted and all other rights of Customer under this Agreement shall terminate and revert to WellSky. Customer

shall, within 10 days following such termination, return or destroy to WellSky all magnetic media or tangible items and material containing the Licensed Software and its Documentation, all WellSky Confidential Information and certify such return or destruction in writing to WellSky.

11.4 Survival. The following sections shall survive termination or expiration of this Agreement: Articles 9, 10, 11, 12 and 14; Sections 8.4 through 8.6, as well as any obligation to pay fees arising prior to termination or expiration. In addition, restrictions on use of the Licensed Software and related obligations regarding use in conformance with laws and applicable accreditation standards shall survive as long as the license survives.

12 **CONFIDENTIAL INFORMATION**. Each Party shall (i) secure and protect the Confidential Information using the same degree or greater level of care that it uses to protect such Party's own confidential information, but no less than a reasonable degree of care; (ii) use the Confidential Information of the other Party solely to perform its obligations or exercise its rights under this Agreement; (iii) require their respective employees, agents, attorneys, and independent contractors who have a need to access such Confidential Information to be bound by confidentiality obligations sufficient to protect the Confidential Information; and (iv) not transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any third party. Either party may disclose the other party's Confidential Information to the extent required by Applicable Law or regulation, including without limitation any applicable Freedom of Information or sunshine law, or by order of a court or other governmental entity, in which case the disclosing party shall notify the other party as soon as practical prior to such disclosure and an opportunity to respond or object to the disclosure.

13 REGULATORY COMPLIANCE.

13.1 General. WellSky shall make available to the Secretary of Health & Human Services or Comptroller General of the United States its books, documents, and records necessary to verify the nature and extent of the costs of

those Services. Said access shall be limited to a period of four (4) years after the provision of the applicable services hereunder.

13.2 HIPAA. The parties agree to the terms of the Business Associate Exhibit that is attached hereto as Exhibit D.

14 GENERAL PROVISIONS.

14.1 Force Majeure. Neither Party shall be liable for any loss, damages or penalty (other than the obligation to pay money) resulting from any failure to perform due to causes beyond the reasonable control of such Party, including, but not limited to: supplier delay, acts of God, labor disputes, terrorism, war, unavailability of components, acts of governmental authorities or judicial action, or material interruption in telecommunications or utility service. The delayed party shall perform its obligations within a reasonable time after the cause for the failure has been remedied, and the other party shall accept the delayed performance.

14.2 Data Use. Notwithstanding any other terms to the contrary in a prior or contemporaneous agreement, Customer grants WellSky permission to use data from Customer to help WellSky to provide the Licensed Software and/or Services to Customer and to enhance the Licensed Software and/or Services it provides. Customer grants WellSky permission to combine Customer's data, and more specifically, a Limited Data Set as defined in 45 CFR § 164.514(e)(1), if any, with other data in a way that does not identify (a) Customer or (b) any individual. Customer also grants WellSky permission to use this combined Limited Data Set information to create new predictive algorithms and other similar products and services.

14.3 Injunctive Relief. Customer acknowledges that any breach by Customer of Article 2 or 12 of this Agreement shall cause WellSky irreparable harm not compensable with money damages, and that in the event of such breach, WellSky shall be entitled to seek injunctive relief, without bond, from any court of competent jurisdiction.

14.4 Assignment. Neither Party shall assign its rights, duties or obligations under this Agreement without the prior written consent of the

other Party and such consent shall not be unreasonably withheld. Notwithstanding the foregoing, WellSky may assign this Agreement to an affiliate or in connection with any merger, reorganization or sale of substantially all of WellSky's assets or other change of control transaction without any consent from Customer.

14.5 Relationship of the Parties. WellSky is an independent contractor, and none of WellSky's employees or agents shall be deemed employees or agents of Customer. Nothing in this Agreement is intended or shall be construed to create or establish any agency, partnership or joint venture relationship between the Parties.

14.6 Export. Customer agrees to comply with all export and re-export restrictions and regulations of the Department of Commerce or other United States agency or authority, and not to transfer, or authorize the transfer of, the Licensed Software or the Sublicensed Software to a prohibited country or otherwise in violation of any such restrictions or regulations.

14.7 Notices. All notices, requests, demands or other communication required or permitted to be given by one Party to the other under this Agreement shall be sufficient if sent by certified mail, return receipt requested. The sender shall address all notices, requests, demands or other communication as follows:

Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
Health and Human Services Agency
3057 Briw Road, Suite B
Placerville, CA 95667
ATTN: Contracts Unit

Or to such other location as the County directs.

With a copy to:

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent

Notices to WellSky shall be addressed as follows:

WELLSKY HUMAN & SOCIAL SERVICES CORPORATION
11711 West 79th Street
Lenexa, Kansas 66214
ATTN: Senior Vice President

Or to such other location as WellSky directs.

With a copy to:

WELLSKY HUMAN & SOCIAL SERVICES CORPORATION
11711 West 79th Street
Lenexa, Kansas 66214
ATTN: General Counsel

14.8 Change of Address. In the event of a change in address for WellSky's principal place of business, WellSky's agent for service of process, or notices to WellSky, WellSky shall notify Customer in writing pursuant to the provisions contained in this Agreement under the Article titled "Notices". Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

14.9 Severability. If any provision of this Agreement or any Order Form adopted in connection herewith is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby and the illegal provision shall be replaced with a legal provision that encapsulates the original intent of the Parties.

14.10 Entire Agreement; Amendment; Waiver. This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous agreement or understandings with respect to the subject matter of this Agreement. In the event of a conflict between this Agreement and an Order Form, the Agreement shall control. This Agreement shall be construed as if both Parties had equal say in its drafting, and thus shall not be construed against the drafter. This Agreement may be modified only by a

written agreement signed by all of the Parties hereto. No waiver or consent granted for one matter or incident will be a waiver or consent for any different or subsequent matter or incident. Waivers and consents must be in writing and signed by an officer of the other Party to be effective.

- 14.11 Limitation on Actions. Neither party may bring any action arising out of or otherwise associated with this Agreement or the rights granted hereunder (other than failures to pay) more than two years after the cause of action accrues.
- 14.12 Discounts. Customer is reminded that if the purchase includes a discount or loan, Customer may be required to fully and accurately report such discount or loan on cost reports or other applicable claims for payment submitted under any federal health care program, including but not limited to Medicare and Medicaid, as required by federal law – see 42 CFR 1001.952 (h).
- 14.13 Purchase Orders; Acceptance of Quotes. If Customer submits its own terms in Customer's acceptance of a price quotation or in a purchase order, which add to, vary from, or conflict with the terms herein, any such terms are of no force and effect and are superseded by this Agreement.
- 14.14 Governing Law. The validity, construction and enforcement of this Agreement shall be determined in accordance with the laws of the Jurisdictional State, without reference to its conflicts of laws principles, and any action (whether by arbitration or in court) arising under this Agreement shall be brought exclusively in the Jurisdictional State. If Customer institutes the applicable legal action, then the "Jurisdictional State" for such action and all counterclaims to such action shall be the State of Kansas. If WellSky institutes the applicable legal action, then the "Jurisdictional State" for such action and all counterclaims to such action shall be the state of California. Customer and WellSky consent to the personal jurisdiction of the state and federal courts located in such states, provided the actions are instituted in accordance with this Section.
- 14.15 Non-Solicitation. During the term of this Agreement and for a period of one (1) year

thereafter, Customer agrees not to hire, directly or indirectly, any employee or former employee of WellSky, without obtaining WellSky's prior written consent.

- 14.16 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and such counterparts together shall constitute one and the same instrument. Execution may be effected by delivery of email or facsimile of signature pages, which shall be deemed originals in all respects.
- 14.17 Insurance. WellSky shall provide proof of a policy of insurance satisfactory to the Customer through County of El Dorado Risk Manager and documentation evidencing that WellSky maintains insurance that meets the following requirements.
- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of WellSky as required by law in the State of California.
 - B. Commercial General Liability Insurance of not less than \$1,000,000.00 per occurrence limit 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 WellSky in the performance of the Agreement.
 - D. In the event WellSky 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 claim.
 - E. WellSky 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. WellSky 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, WellSky agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance

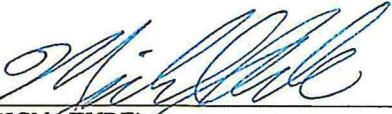
coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and WellSky agrees that no work or services shall be performed prior to the giving of such approval. In the event the WellSky fails to keep in effect at all times insurance coverage as herein provided, Customer 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 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. WellSky's insurance coverage shall be primary insurance as respects the Customer, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Customer, its officers, officials, employees or volunteers shall be in excess of WellSky's insurance and shall not contribute with it.
- J. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the Customer, its officers, officials, employees or volunteers.
- K. WellSky's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- L. In the event WellSky cannot provide an occurrence policy, WellSky 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.

14.18 Administrator. The County Officer or employee with responsibility for administering this Agreement is Daniel Del Monte, MPA, Deputy Director, Health and Human Services Agency, or successor.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

County of El Dorado :



(SIGNATURE)

Michael Ranalli

(PRINT NAME)

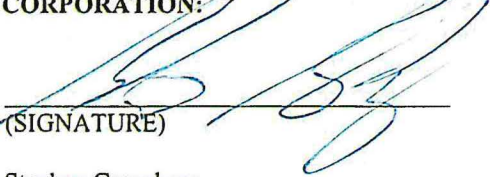
Chair, Board of Supervisors

(TITLE)

11/13/18

(DATE)

WELLSKY HUMAN & SOCIAL SERVICES CORPORATION:



(SIGNATURE)

Stephen Greenberg

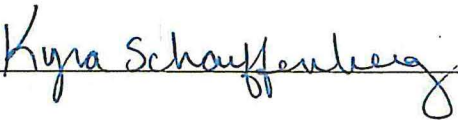
SVP Human and Social Services

11/6/2018

(DATE)

ATTEST:

James S. Mitrison
Clerk of the Board of Supervisors

By: 

Dated: 11/13/18
Deputy Clerk

EXHIBIT A

- a. **“Applicable Law”** means any law or regulation, or related administrative agency requirement affecting or governing the features, functionality, use, testing or Validation of any of the Licensed Software, including validation requirements affecting Regulated Licensed Software.
- b. **“Cloud Services”** means, collectively, the WellSky software as a service offering listed in an Order Form and defined in the Documentation. The term “Cloud Services” does not include Professional Services.
- c. **“Concurrent User”** means each Customer workstation able to simultaneously access the System at any given moment, for purposes of updating the System.
- d. **“Confidential Information”** means (i) the source and object code of all components of the System, (ii) the Documentation, (iii) the Test Scripts, (iv) the design and architecture of the database, (v) the terms and conditions of this Agreement, and (vi) all other information of a confidential or proprietary nature disclosed by one Party to the other Party in connection with this Agreement which is either (x) disclosed in writing and clearly marked as confidential at the time of disclosure or (y) disclosed orally and clearly designated as confidential in a written communication to the receiving Party within 7 days following the disclosure. “Confidential Information” shall not include information (a) publicly available through no breach of this Agreement, (b) independently developed or previously known to it, without restriction, prior to disclosure by the disclosing Party, (c) rightfully acquired from a third party not under an obligation of confidentiality.
- e. **“Designated Platform”** means the required operating environment for the Licensed Software, including all necessary hardware and software components, specified in an applicable Order Form or Documentation.
- f. **“Documentation”** means the most recent documentation of the functional operation of the Licensed Software and Cloud Services; provided that if the Licensed Software is a product that is cleared by the FDA, Documentation means the documentation provided to the FDA in connection with the FDA Clearance.
- g. **“FDA Clearance”** means the 510(k) clearance received by WellSky from the Food and Drug Administration that authorizes the commercialization of the Regulated Licensed Software and sets forth the specific parameters of use for the Regulated Licensed Software on the Designated Platform.
- h. **“First Productive Use”** means the day Customer begins using any part of the System or Cloud Services in a live production environment.
- i. **“Hardware”** means any computer hardware (including, as applicable, embedded or bundled third-party software provided as a component of such hardware) identified in an Order Form to be purchased by Customer from WellSky.
- j. **“Licensed User”** means a permitted user of Licensed Software, Sublicensed Software and Cloud Services as described in the applicable Order Form.
- k. **“Licensed Software”** means the object code version of computer programs developed by WellSky listed in Section I of an Order Form, including Updates furnished to Customer by WellSky pursuant to this Agreement or any Order Form, but excluding all Sublicensed Software or third-party software.
- l. **“Order Form”** means a work authorization executed by the Parties from time to time, including the Order Forms(s) attached hereto setting forth the items being purchased by the Customer, scope of use, pricing, payment terms and any other relevant terms, which will be a part of and be governed by the terms and conditions of this Agreement.
- m. **“Professional Services”** means, collectively, the implementation, installation, data conversion, validation, or training services provided by WellSky under or in connection with this Agreement.

- n. **“Program Error”** means an error or bug preventing the Licensed Software from operating in accordance with the Documentation in all material respects.
- o. **“Services”** means the Cloud Services, Professional Services and the Support Services set forth in an Order Form.
- p. **“Site”** means each of the Customer facility or facilities specified in an Order Form and for whom Customer (a) owns at least 50%, or (b) has the right to determine management direction.
- q. **“Support Services”** shall mean the services to keep the Licensed Software in working order and to sustain useful life of the Licensed Software, including Updates and specified in an Order Form.
- r. **“Sublicensed Software”** shall mean those programs provided to WellSky by a third party, which WellSky sublicenses to Customer hereunder, for use with the Licensed Software, as specified on an Order Form, and subject to the limitations set forth in this Agreement and any other applicable third party terms and conditions.
- s. **“System”** shall mean the Licensed Software (all or less than all of the Licensed Software) and Sublicensed Software, if any, and any Updates thereto.
- t. **“Test Scripts”** means WellSky’s test scripts designed by WellSky to assist in Customer’s Validation of certain Regulated Licensed Software.
- u. **“Update”** means any error corrections, bug fixes, enhancements, and/or new features to the Licensed Software or Test Scripts that WellSky makes generally commercially available to its customers who have a current Maintenance and Support Agreement. Updates do not include modules, scripts or software that WellSky prices or markets separately.
- v. **“Validation”** means the procedure performed by Customer to validate the Licensed Software pursuant to certain rules and regulations promulgated by the Food and Drug Administration.
- w. **“Warranty Period”** means twelve months from the execution of the applicable Order Form, unless a different period is set forth in an Order Form.
- x. **“Work Product”** means any technology, documentation, software, procedures developed, conceived or introduced by WellSky in the course of WellSky performing Services, whether acting alone or in conjunction with Customer or its employees, Licensed Users, affiliates or others, designs, inventions, methodologies, techniques, discoveries, know-how, show-how and works of authorship, and all United States and foreign patents issued or issuable thereon, all copyrights and other rights in works of authorship, collections and arrangements of data, mask work rights, trade secrets on a world-wide basis, trademarks, trade names, and other forms of corporate or product identification, and any division, continuation, modification, enhancement, derivative work or license of any of the foregoing.

EXHIBIT B
LICENSED SOFTWARE SUPPORT TERMS

1. WellSky Customer Support Service Level Agreement Guidelines (SLA)

The WellSky Support SLA guidelines are based on support case priority levels which are driven by business impact to the WellSky user community, and provide guidance to the Customer Support team with regard to response timeframes.

1.1 Support Case Priority Tracking and Response Guidelines

The priority level of a support case is determined, based on the business impact to the user community, or affected users and groups. After setting the support case priority, automated triggers and reporting from the WellSky case tracking system become available to WellSky Support Team and management on each case entered into the WellSky Customer Relationship Management system. The case priority tracking levels, their definition, and guidelines for response can be found in the table below.

Priority Level	Priority Level Description	Initial Response Timeframe
Password Reset	Request for Password Reset	Within 1 Hour during operating hours
Medium	Low business impact, minor operational issue or question, product or operational questions, product issue which a reasonable workaround exist, training questions, or enhancement suggestion; resolution not required for continuity of customer's operation	Within 1 Day during operating hours
High	One or more features do not seem to be working as designed; workarounds may be available, timely resolution will prevent manual process or lost business value.	Within 4 hours during operating hours
Urgent	Urgent business impact, solution is not functioning at an acceptable level for the majority of users; customer's operation is being seriously impacted, OR may refer to a request where resolution is key to a business critical time-sensitive task. Session Disconnects may be included in this category.	Within 2 hours during operating hours
Critical	Mission Critical Business Impact, solution is completely unavailable or unresponsive; the customer's operation is severely impacted.	Within 1 hour during operating hours

* If multiple customers are impacted, mass communication will be sent in lieu of individual responses.

** The above are "guidelines" only for case SLA performance, and response may vary on a case-by-case basis. Guidelines are subject to change over time.

2. Protocol for Accessing WellSky Support

WellSky's support team provides telephone, email, and Internet-based support. All customer inquiries are logged as cases in WellSky's Support Center CRM system and assigned unique identification numbers for tracking.

The WellSky Customer Support Team includes Customer Care Analysts (CCAs).

The WellSky Customer Support Team will provide support help in many areas, such as answering user questions, logging system enhancement requests, handling patch and update notifications, and providing assistance in troubleshooting problems.

2.1 WellSky Customer Support Hours of Operation

WellSky Customer Support is open Monday – Friday, 8 AM – 5 PM ET (excluding Company Holidays).

2.2 Contact and Case Creation Methods

The WellSky Customer Support Team business processes and data recording utilize the support case record. All assistance provided is recorded in the case as it is tracked through the various stages to completion. WellSky advises customers to always create a support case whenever a response is needed from WellSky Customer Support.

WellSky offers three methodologies to create support cases:

1. WellSky Customer Support Community - <https://portals.force.com/wellsky/>
2. Email – customersupport@wellsky.com
3. Phone Support - 1-800-318-7260

2.2.1 WellSky Customer Support Community

The WellSky Customer Support Community is an automated solution for system administrators to manage support tickets. The community provides system administrators an online tool to create and manage cases with the WellSky Customer Support team. WellSky Customer Support uses customer information provided through the community to understand and effectively respond to customer needs, streamline and simplify support efforts, improve customer satisfaction, and improve abilities to manage WellSky support requests in a timely and effective manner. Through the portal, system administrators have around-the-clock access to real-time status of their submitted support cases.

2.2.2 Email: customersupport@wellsky.com

Sending an email to the WellSky Customer Support Team email address will automatically generate a support case in the CRM system. Users may email WellSky at any time at customersupport@wellsky.com and the WellSky Customer Support Team will communicate with the customer, including through use of the case reporter, through the case record. Users will receive a response in their inbox and may reply via the email thread throughout the support case life cycle. All email activity is stored within the case record.

2.2.3 Phone: 1-800-318-7260 (toll-free)

WellSky provides toll-free telephone-based support to customers, recognizing that not all incidents are easily communicated by online case entry alone. Phone support is suggested for situations where customers have difficulty articulating a need via the Customer Community or if they need to speak directly to a support representative during business hours. WellSky Customer Care Analysts answer incoming calls as designated in a queue to facilitate user responsiveness.

2.3 Remote Session Sharing Tools

WellSky also provides a collaborative, web-based access tool to allow sharing of desktops between support representatives and end users during phone conversations. This ability to demonstrate and view enables WellSky to provide an interactive support experience that further contributes to an interactive customer experience. In addition to walking through illustrative examples and results of their analyses, the support team can use the tool to shadow customer user sessions to further understand the question or problem under consideration. This tool enables the support team to:

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

2.4 After Hours Case Submission Support

The WellSky Customer Support Community, email support, and phone-based case reporting (to voice message) are all available methods to log cases after hours. 24 x 7, Customers can use the Customer Support Community to report/view support cases, and may report cases via the community, email, and phone methodologies. WellSky Customer Support will follow-up on cases submitted after-hours during normal business hours.

WellSky also has 24/7 monitoring of the entire hosting infrastructure and responds to critical alerts after hours.

EXHIBIT C
ADMINISTRATIVE ACCESS ADDENDUM

1. Grant of Limited Administrative Access; Protection of Privileges. Subject to the terms and conditions herein and in the Agreement, WellSky agrees to provide Customer with limited, remote administrative access for up to four (4) Administrators (defined below) to limited aspects of WellSky's portal environment, solely to the extent necessary for Customer to manage accounts of the authorized individual users of the Software (the "Authorized Purpose"). The degree of access shall be determined by WellSky, in its sole discretion, but at a minimum, the Authorized Purpose shall include; (i) providing Customer's Administrators with the ability to remotely access, via the web, WellSky's portal administration, (ii) creating and managing Customer'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. Customer and the Administrators administrative access shall be for the Authorized Purpose, and for no other purpose, and Customer (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. Customer and the Administrators shall appropriately safeguard the administrative access rights granted hereunder to prevent unauthorized use. Customer shall only provide administrative access to employees who are, prior to being given such access, identified to WellSky in writing, and approved by WellSky (such identified and approved employees, the "Administrators"). Customer shall notify WellSky in writing of any proposed change in the Administrators prior to granting/changing such access, and Customer shall ensure that Administrators who leave Customer's employ, or who are otherwise removed from the role of an Administrator are denied access immediately upon such change. Customer (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. *Customer Liability.* Notwithstanding anything to the contrary, Customer shall, without limitation, defend, indemnify and hold WellSky 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 the administrative access granted under this Exhibit.

 - b. *No Liability for WellSky.* NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL WELLSKY (1) HAVE ANY LIABILITY WHATSOEVER IN CONNECTION WITH THIS EXHIBIT, 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 WELLSKY'S MAXIMUM, CUMMULATIVE LIABILTY ARISING UNDER OR IN CONNECTION WITH THIS ADDENDUM SHALL NOT EXCEED ONE THOUSAND DOLLARS (\$1,000.00).

3. Termination. The rights granted in this Exhibit may be terminated early, without cause and for any reason, by WellSky upon five (5) days' prior written notice to Customer. In addition, and notwithstanding anything to the contrary, WellSky may immediately terminate and/or suspend the rights granted under this Exhibit for cause; (A) upon Customer's or an Administrator's breach of this Exhibit, or (B) in the event WellSky has reason to believe, in its sole discretion, that the security or integrity of WellSky's software, services or networks are at risk. In the event Customer's administrative access is terminated, WellSky agrees to perform such services that were previously performed by Customer under

this Exhibit. WellSky reserves the right to charge a fee for such services. Such fee shall be mutually agreed upon by Customer and WellSky. Any termination or suspension permitted hereunder shall be without penalty to WellSky. Termination of the rights under this Exhibit shall not operate to terminate the Agreement, unless this Addendum is terminated by WellSky for cause.

EXHIBIT D

BUSINESS ASSOCIATE AGREEMENT

BACKGROUND

- A. Covered Entity and WellSky have entered into a certain License Agreement dated 11/13/18 (such agreement is the "Agreement"), pursuant to which Covered Entity has licensed software from Business Associate and Business Associate provides implementation, maintenance, support and other services to Covered Entity.
- B. Covered Entity possesses Protected Health Information that is protected under the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) and the regulations promulgated thereunder by the United States Department of Health and Human Services (collectively, "HIPAA"), and is permitted to use or disclose such Protected Health Information only in accordance with HIPAA and the Regulations.
- C. Business Associate may have access to and may receive Protected Health Information from Covered Entity in connection with its performance of services to under the Agreement.

TERMS

1. **Definitions.** All capitalized terms used but not otherwise defined in this Business Associate Agreement ("BAA") shall have the same meaning as those terms in the Regulations.
 - a. Business Associate shall mean WellSky Information Systems, Inc.
 - b. Covered Entity shall mean Customer.
 - c. Individual shall have the same meaning as the term "individual" in 45 CFR § 160.103 of the Regulations and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g) of the Regulations.
 - d. Regulations shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E, Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C; 45 CFR § 164.314, and the Health Information Technology for Economic and Clinical Health Act (HITECH), as it directly applies, as in effect on the date of this BAA.
 - e. Protected Health Information shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
 - f. Required by Law shall have the same meaning as the term "required by law" in 45 CFR § 164.103 of the Regulations.
 - g. Secretary shall mean the Secretary of the Department of Health and Human Services or his/her designee.
2. **Obligations and Activities of Business Associate.**
 - a. Business Associate agrees to comply with the requirements of the Privacy and Security Rules directly applicable to Business Associates through the HITECH Act.
 - b. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this BAA, the Privacy and Security Rules, the Agreement, or as required by law. Such disclosures shall be consistent with the "minimum necessary" requirements of the Regulations.
 - c. Business Associate agrees to use appropriate safeguards to protect against the use or disclosure of the Protected Health Information other than as provided for by this BAA or the Agreement.
 - d. Business Associate agrees to mitigate, to the extent reasonably practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this BAA.

- e. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by the BAA of which it becomes aware.
- f. Business Associate shall notify Covered Entity of a breach of the Privacy Rule relating to the impermissible use or disclosure of Protected Health Information provided to the Business Associate for purposes of carrying out its obligations under the Agreement. Unless otherwise required by law or agreed to by the parties, it shall be the responsibility of Covered Entity to communicate with affected individual(s), the Secretary and the media information regarding the unintended use or disclosure.
- g. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same or similar restrictions and conditions that apply through this BAA to Business Associate with respect to such information.
- h. If Business Associate maintains Protected Health Information in a Designated Record Set for Covered Entity, Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner reasonably designated by Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR § 164.524 of the Regulations. In the event a request for access is delivered directly to Business Associate by an Individual, Business Associate shall as soon as possible, forward the request to Covered Entity.
- i. If Business Associate maintains Protected Health Information in a Designated Record Set for Covered Entity, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 of the Regulations at the request of Covered Entity or an Individual, and in the time and manner reasonably designated by Covered Entity. In the event a request for amendment is delivered directly to Business Associate by an Individual, Business Associate shall as soon as possible, forward the request to Covered Entity.
- j. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary, in a time and manner reasonably designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Regulations.
- k. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528 of the Regulations.
- l. Business Associate agrees to provide to Covered Entity or an Individual, in time and manner reasonably designated by Covered Entity, information collected in accordance with Section 2(k) of this BAA, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528 of the Regulations. In the event a request for accounting is delivered directly to Business Associate by an Individual, Business Associate shall as soon as possible, forward the request to Covered Entity.

3. Permitted Uses and Disclosures by Business Associate

- a. Except as otherwise limited in this BAA, Business Associate may use or disclose Protected Health Information to perform functions, activities or services for, or on behalf of, Covered Entity in connection with the BAA and any other agreements in effect between Covered Entity and Business Associate, including without limitation the provision of software implementation and support services, provided that such use or disclosure would not violate the Regulations if done by Covered Entity.
- b. Except as otherwise expressly limited in this BAA, Business Associate may use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- c. Except as otherwise expressly limited in this BAA, Business Associate may disclose Protected Health Information for disclosures that are Required By Law, or if Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person

notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- d. Except as otherwise expressly limited in this BAA, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B).
- e. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR § 164.502(j)(1).

4. Termination.

- a. Except as otherwise provided herein, this BAA shall terminate upon termination of the Agreement.
- b. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate of this BAA, Covered Entity may:
 - 1. Provide a reasonable opportunity for Business Associate to cure the material breach or end the material violation and if Business Associate does not cure the material breach or end the material violation within a reasonable time, Covered Entity may terminate this BAA and the provisions of the Agreement that require or permit Business Associate to access Protected Health Information;
 - 2. If Business Associate has breached a material term of this BAA and cure is not possible, immediately terminate this BAA and the provisions of the Agreement that require or permit Business Associate to access Protected Health Information; or
 - 3. If neither termination nor cure is feasible, report the violation to the Secretary.

If Covered Entity breaches, Business Associate may terminate this BAA and any Underlying Agreement 30 days after written notice.

- c. Effect of Termination.
 - 1. Except as provided in paragraph (2) of this section, upon termination of this BAA, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - 2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. In such event, Business Associate shall extend the protections of this BAA to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information. Except as provided herein, any termination of the maintenance program or provisions of the Agreement that permit Business Associate to access Protected Health Information shall not affect the parties' other obligations or rights under the Agreement. For the avoidance of doubt, the parties agree that the return or destruction of Limited Data Sets (defined below) shall be deemed infeasible, and no further notice pursuant to this Section shall be required.

5. Obligations of Covered Entity.

- a. Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.
- b. Covered Entity shall notify Business Associate of any changes in or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect the Business Associate's use or disclosure of protected health information.

- c. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of protected health information that Covered Entity has agreed to or is required to abide by under 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.
- d. Covered Entity shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR part 164 if done by Covered Entity.

6. Electronic Data Security. Business Associate agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic Protected Health Information that it creates, receives, maintains or transmits to or on behalf of Covered Entity as required by the Regulations. Business Associate further agrees to ensure that any agent, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect it. Business Associate agrees to promptly report to Covered Entity any security incident of which it becomes aware.

7. Miscellaneous.

- a. De-Identified Information. Business Associate may de-identify Protected Health Information obtained by Business Associate under this BAA in compliance with 45 CFR § 164.502(d) and 45 CFR § 164.514(a) and (b). Pursuant to 45 CFR § 164.502(d)(2), de-identified information does not constitute Protected Health Information and is not subject to the terms of this BAA.
- b. Data Use. Business Associate may use and disclose Protected Health Information obtained by Business Associate under this BAA to create a limited data set without any of the identifiers listed in 45 CFR § 164.514(e) ("Limited Data Set") for research, public health, and health care operations purposes. Business Associate may not use or further disclose a Limited Data Set for any other purpose, except as may otherwise be Required by Law. Business Associate must use appropriate safeguards to prevent use or disclosure of a Limited Data Set other than as provided for herein. Business Associate must report to Covered Entity any use or disclosure of a Limited Data Set not provided for herein of which Business Associate becomes aware. Business Associate must ensure that any agents to whom Business Associate provides a Limited Data Set agree to the same or substantially similar restrictions and conditions that apply to Business Associate with respect to such information. Business Associate may disclose a Limited Data Set to any recipient that agrees to the same or substantially similar restrictions and conditions that apply to Business Associate with respect to such information. With respect to any particular Limited Data Set, Business Associate will not use the Limited Data Set in such a way as to identify any individual whose data is incorporated in the Limited Data Set or to contact any such individual.
- c. Changes to Regulations. If the Regulations are amended in a manner that would alter the obligations of WellSky as set forth in this BAA, then the parties agree in good faith to negotiate mutually acceptable changes to the terms set forth in this BAA.
- d. Survival. The respective rights and obligations of Business Associate under Section 4(c) of this BAA shall survive the termination of this BAA.
- e. Minimum Necessary. Covered Entity shall only provide a minimum amount of Protected Health Information necessary for the Business Associate to satisfy its obligations under the Agreement.
- f. Interpretation. Any ambiguity in this BAA shall be resolved to permit compliance with the Regulations.
- g. Incorporation. Except for Covered Entity, no third party may rely on the terms, conditions, rights, remedies or obligations hereunder. The terms of this BAA are fully incorporated in and subject to the terms of the Agreement.



**COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY**

Subject: Travel	Policy Number: D - 1	Page Number: 1 of 13
	Date Adopted: 12/22/1987	Effective Date: 12/22/1987

PURPOSE

The purpose of this policy is to establish uniform travel and business expense reimbursement policies, rules and claim procedures for persons authorized to conduct County business. This policy applies to all County officers and employees, members of legislative or advisory bodies established by the Board (salaried or not), volunteers, contractors, and consultants traveling on County business when authorized under the terms of this policy. For ease of reference, the Travel Policy is presented in the following sections:

- I. General Policy
- II. Authorization to Travel
- III. Transportation Expenses
- IV. Meal Expenses
- V. Lodging Expenses
- VI. Advance Payments
- VII. Compliance – Responsibility of Claimant



COUNTY OF EL DORADO, CALIFORNIA

BOARD OF SUPERVISORS POLICY

Subject: Travel	Policy Number: D - 1	Page Number: 2 of 13
	Date Adopted: 12/22/1987	Effective Date: 12/22/1987

I. GENERAL POLICY:

Pursuant to Board of Supervisors Policy B-1, "Budget Control and Responsibility", it is the primary responsibility of department heads to maintain their departments' expenditure levels within the Board approved budget. In accordance with this responsibility, department heads shall have broad discretion and authority related to travel activities and expenses for their departmental employees, contractors, and consultants subject to the provisions of this policy.

- A. County officers and employees should not suffer any undue loss when required to travel on official County business, nor should said individuals gain any undue benefit from such travel.
- B. Travel shall be authorized only when the travel is in the best interest of the County.
- C. County officers or employees compelled to travel in the performance of their duties and in the service of the County shall be reimbursed for their actual and necessary expenses for transportation, parking, tolls, and other reasonable incidental costs, and shall be reimbursed within maximum rate limits established by the Board of Supervisors for lodging, meals, and private auto use.
- D. Contractors and consultants may be reimbursed in accordance with this policy when such reimbursement is authorized pursuant to an agreement for services.
- E. Travel arrangements should be as economical as practical considering the travel purpose, , timeframe available to accomplish the travel mission, available transportation and facilities, and time away from other duties.
- F. Forgoing one allowable expense is not an acceptable justification for exceeding the allowable reimbursement for another expense. For example, carpooling when not required to do so shall not be justification for reimbursement for a more expensive parking option.
- G. In the event there is a question regarding compliance with this Policy, the Chief Administrative Officer (CAO) shall be responsible for interpreting this Policy and shall make the final determination regarding compliance.
- H. The CAO or designee may authorize an exception to requirements set forth in this Travel policy, upon written request by the appropriate, responsible department head. Any granted exception is to be applied on a case-by-case basis and does not set a precedent for future policy unless it has been formally adopted by the Board of Supervisors.



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BOARD OF SUPERVISORS POLICY

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- I. This policy does not apply to meal or travel costs related to inmates, juvenile wards, or Health and Human Services clients.. Such costs may be authorized at the department head's discretion and claimed through normal claiming procedures.
- II. Authorization to Travel
 - A. General Conditions
 1. Except as otherwise provided in this policy, advance authorization is required for travel.
 2. Where department head approval is required, that approval may not be delegated unless specifically stated.
 - (a) Annually, at the beginning of the fiscal year, each department shall provide the CAO and Auditor-Controller with a list of employees who are authorized to approve travel requests, and shall inform both offices of any changes to the list throughout the year.
 3. Travel by non-County personnel, excluding volunteers, must be approved by the department head responsible for the expense. Travel by volunteers may be authorized in the same manner as travel by County employees.
 - B. In-County Travel
 1. No specific written advance approval is required for in-County travel for activities that are considered a part of the routine, day-to-day operations of the department, as defined and authorized by the department head or designee, and in-County travel which does not require overnight lodging.
 2. In-county overnight travel requires advance written authorization by the department head or designee.
 - C. Out-of-County Travel
 1. All overnight travel outside of the County by anyone except members of the Board of Supervisors and the Board Members' immediate staff requires advance written authorization by the department head or designee. Out of County travel by immediate staff of a member of the Board of Supervisors requires the advance written authorization of the respective Board member.



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2. Except as provided below, all travel outside of the states of California and Nevada by anyone except members of the Board of Supervisors and the Members' immediate staff requires advance written authorization by the department head and CAO or CAO's designee.
3. Travel outside the states of California and Nevada may be approved by the department head or designee under the following circumstances
 - (a) Travel by law enforcement personnel in the performance of law enforcement activities including but not limited to extraditions and investigations.
 - (b) Travel required to perform duties pursuant to an order of the court.

III. Transportation Expenses

A. General Conditions

1. Transportation expenses are the direct costs related to movement of the traveler from the authorized point of departure to the destination of travel and back to the authorized point of return.
2. All transportation expenses incurred shall be based upon the most efficient, direct, and economical mode of transportation available.
3. Whenever a time frame is established as criteria for eligibility for claiming reimbursement, estimated travel time shall be based upon legal vehicle speed limits, volume of traffic, and weather conditions in effect at the time of travel.

B. Vehicle Transportation

Vehicle use (both County-owned and private) by authorized travelers during the conduct of official County business is subject to Board of Supervisors Policy D-4: County Vehicle Use-Privately Owned and County Owned Vehicles.

1. Private Vehicle

The use of private vehicles is discouraged. The use of a County fleet vehicle is preferred; however, reimbursement for use of a private vehicle, when such use has been authorized by the department head or designee, may be reimbursed subject to the following:

- (a) Travel by private vehicle will be reimbursed at the IRS rate for business use of a personal vehicle in effect in the County at the time of travel. This mileage reimbursement rate shall be



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considered to be full reimbursement for all costs in use of the private vehicle, except for reasonable costs for snow chain installation and removal.

- (b) If air travel would be less costly but the County Traveler prefers to drive, the County will reimburse the traveler for transportation costs equal to what the cost of air travel would have been, including airfare, shuttle, car rental, mileage to the airport, and other costs determined to be reasonable by the department head or designee; transportation costs over and above that amount, as well as any extra days of lodging, meals and incidentals incurred as a result of the decision to drive will be considered a personal, not reimbursable cost of the traveler.
- (c) Authorized travelers may not claim mileage for business use of a private vehicle in the following instances:
1. When the traveler is riding with someone who will be claiming reimbursement for the vehicle's use from the County or another source;
 2. When the traveler has been assigned a County Vehicle for home retention (excluding law enforcement vehicles, whether marked or unmarked), or is receiving an allowance or lump sum for mileage, unless specifically provided for in the terms of their agreement or contract with the County or by Board resolution.
- (d) County employee mileage to the regular place of work from home, and back, is considered commuting and may not be claimed.
- (e) County employee mileage to a temporary work location from home, and back, is considered commuting and may not be claimed except in the following cases:
1. If the County employee is required to report to the regular place of work before reporting to the temporary work location, he or she is eligible for mileage from the regular place of work to the temporary work location; and
 2. If the County employee is required to report to the regular place of work after working at the temporary work location and before going home, he or she is eligible for mileage from the temporary work location to the regular place of work.



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- (f) Mileage in conjunction with authorized County travel to and from the authorized destination shall be based on the distance to the destination from the traveler's home or the regular place of work, whichever is shorter, except in any the following cases:
1. If the traveler is required to report to his or her regular work location before leaving, he or she is eligible for mileage to the authorized destination from the work location;
 2. If the traveler is required to report to his or her regular work location before returning home, he or she is eligible for mileage based on the distance from the authorized destination to the work location;
 3. If the traveler is in "on-call" status and is called back to work, the traveler is eligible for mileage reimbursement based on the distance from the traveler's home to the work location
2. County Vehicle Transportation
- (a) Travelers using a County vehicle for traveling shall not be eligible for reimbursement for mileage.
 - (b) Travelers required to fuel a County vehicle at their own expense due to the unavailability of a county-authorized fueling site, or for other reasons deemed justified by the department head or designee, may be reimbursed for the actual fuel costs subject to presentation of receipt(s).
 - (c) If the County vehicle experiences mechanical failure, the traveler shall follow the rules set forth by Fleet Management.
3. Rental Vehicle Transportation
- (a) Vehicles may be rented for transportation at the destination point when the traveler travels to the destination via commercial common carrier and the cost of the rental will be less than the charge for shuttle or taxi service to and from the carrier termination point to the function or hotel accommodations.
 - (b) Vehicles may be rented for transportation to the destination point when the cost of the rental will be less than other reasonable and available modes of transportation.
 - (c) If more than one traveler from the same department is traveling to the same function, only as many rental vehicles as are needed to accommodate all travelers may be claimed.



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- (d) The traveler shall choose the least expensive size and mileage limits appropriate to the use required, as determined by the department head or designee. Rental cars shall be refueled prior to return to the rental agency to reduce cost to the County, except when the traveler is escorting a person who is under County supervision by an employee of the Sheriff's Office, the District Attorney's Office, the Public Defender's Office, the Probation Department, or Health and Human Services Agency
 - (e) Rental cars shall be returned to the renting location and on time to avoid additional charges.
 - (f) The traveler shall waive additional vehicle insurance provided by the rental company.
4. Commercial Carrier Transportation
- (a) Travelers shall seek and attempt to use the lowest rates available for the type of commercial carrier service being utilized. Whenever possible, travelers should take advantage of flight arrangements that minimize County cost (for example, purchasing a round trip ticket may be less expensive than two one-way tickets). No reimbursement will be provided for travel agent fees, unless the use of such services is a requirement to conduct County business.
 - (b) Claims for travel via commercial carrier shall be limited to the actual cost of travel at economy rates. A traveler may upgrade a ticket; however, the difference in cost for such upgrade, including upgrades to allow early check-in, is the responsibility of the traveler. The County will not reimburse any type of travel insurance unless the department head requests the traveler to purchase cancellation coverage. Reasonable baggage charges, if imposed by the airline, on the first checked bag are reimbursable. The department head or designee may authorize additional baggage fees when employees are required to travel with equipment that is required to perform their duties, and which must be checked.
 - (c) Travelers may retain frequent flyer and hotel rewards and similar program benefits. However, participation in these programs must not influence flight or hotel selection, which would result in incremental cost to the County beyond the lowest available cost unless the difference is paid by the traveler. Free tickets or cash allowances for volunteering to be denied timely boarding may be retained by the traveler but no additional cost to the County or interruption



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of County work is allowed and any additional time required to complete the trip shall be considered personal time.

- (d) If travel plans change, requiring a ticket change that incurs a fee and/or fare increase, reimbursement for such costs will be provided only if it can be demonstrated that the change was in the best interest of the County or was necessary to avoid undue burden on the traveler. Such reimbursement shall be subject to department head approval.
- (e) If credits are issued by airlines for non-refundable tickets due to canceled travel, the department shall be responsible for tracking these credits and using them for subsequent employee travel.

5. Other Transportation Expenses

- (a) The following necessary transportation expenses may be claimed at actual cost when directly related to transporting the traveler to and from the business destination point:
 - (i) Taxi, rideshare services, shuttle, ferry, or public transit fares;
 - (ii) Parking fees
 - Airport long-term parking is preferred for travel exceeding 24 hours. Department head approval is required for alternate parking arrangements that are necessary due to safety concerns or to ensure the security of county vehicles and equipment. A traveler choosing alternate parking without department head approval will be reimbursed at the long-term parking rate.
 - Valet parking will only be reimbursed if it is required by the lodging venue. If a traveler chooses valet parking due to safety concerns or security of county vehicles and equipment when other, less expensive options are available, reimbursement will be subject to department head approval.
 - (iii) Bridge or road tolls (actual cost, not including penalties or fees);
 - (iv) Reasonable costs for snow chain installation and removal; and
 - (v) Other actual transportation expenses determined to be reasonable and necessary by the department head or designee.
- (b) The following transportation expenses may not be claimed:



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- (i) Traffic and parking violations, including fines for non-payment of bridge or road tolls;
- (ii) Repairs on non-County vehicles;
- (iii) Mileage for personal trips while on County business;
- (iv) Purchase cost of snow chains;
- (v) Gratuities for taxi or rideshare services and
- (vi) Other actual transportation expenses determined to be unreasonable or unnecessary by the department head.

IV. Meal Expenses

A. Eligibility for Meal Expense Reimbursement

1. Meal expenses, within maximum allowable rates set forth herein, may be reimbursed for out-of-county travel, and for in-County overnight travel.
2. Generally, meals will not be provided for in-County travel; however, a department head (required for non-county personnel) or designee (for county personnel and volunteers) may approve meals for in-County travel or other activities under special circumstances, which may include, but not be limited to, the following:
 - a. Employees and volunteers are participating in a Search and Rescue mission or training exercise;
 - b. An employee from one slope of the county is required to spend all or part of the workday on the other slope, subject to the provisions of section IV.A.5 of this policy.
 - c. Contractors, consultants, or employees from other agencies are assisting with a county recruitment by serving on an interview panel;
 - d. Employees, volunteers, and employees of other agencies are working in the Emergency Operations Center during an emergency.
3. Travelers on out-of-County business travel that requires overnight lodging are eligible to claim reimbursement for meals taken out-of-County. Reimbursement for full days (at least 12 hours) of travel shall be provided as a per diem lump sum, which covers all meals taken by the traveler for each full day. The per diem rate shall be equal to the maximum federal per diem meal and



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incidental expenses (M&IE) rate established by the General Services Administration (GSA). The per diem rate includes taxes and gratuities.

4. For out-of-County business that is conducted on one business day, if the traveler's actual time for the day is estimated to equal or exceed 12 hours (including work time, the lunch period and round-trip travel time), the traveler is eligible to receive the full per diem reimbursement amount for that day.
5. For partial days (less than 12 hours) spent on out-of-County travel, whether or not lodging is included, individual meals may be claimed in accordance with the following guidelines:
 - (a) Breakfast, when travel time begins two hours or more before the start time for the traveler's regular work schedule for that day;
 - (b) Lunch, when travel time:
 - (i) ends five or more hours past the start time of the traveler's regular work schedule for that day (example: a traveler whose regular schedule is 8:00 a.m.-5:00 p.m. returns from travel after 1:00 p.m.); or
 - (ii) begins five or more hours before the end time of the traveler's regular work schedule for that day (example: a traveler whose regular schedule is 8:00 a.m.-5:00 p.m. leaves for a trip before 12:00 p.m.).
 - (c) Dinner, when travel time extends two hours or more past the end time for the traveler's regular work schedule for that day.
6. Reimbursement rates for individual meals shall be at the individual meal rate for that individual meal as established by the GSA.
7. Reimbursement may exceed the prescribed individual meal rate if the meal is being served as a part of the authorized event and the cost of the meal is itemized separately from the event's registration or attendance fees. For example, the registration fee for a multi-day conference includes lunches but an optional dinner is offered on one night at an additional cost.
8. Reimbursement may exceed the prescribed individual meal rate when a group meal is provided, and when approved by the department head or designee. Examples include meals provided to



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Search and Rescue volunteers working on a mission or training exercise and meals provided to emergency workers.

9. Unless specifically approved by the department head or designee, a traveler may not claim reimbursement for any meal which is provided, or otherwise available, to the traveler as part of the function, whether or not there is an actual charge for the meal. For example, if lunch is provided at the function, the traveler may not claim a per diem allowance or request reimbursement for eating elsewhere. Receipts will be required for reimbursement of alternate meals authorized by the department head or designee. For purposes of this section, continental breakfast and breakfast included in lodging rates and meals provided during airline or other commercial carrier travel do not constitute provided meals and shall not be deducted from the per diem allowance.
10. A traveler may not claim reimbursement for a meal that was paid for by someone else.
11. As required by California Government Code 53232.2 Board of Supervisors members must provide receipts for all meals and will be reimbursed at the appropriate per diem amount or the actual expense, whichever is less.

V. Lodging Expenses

A. Eligibility for Lodging

1. Travelers are not eligible to claim reimbursement for lodging for in-County travel, unless authorized by a department head or designee when assigned activities require the traveler to spend one or more nights in an area of the County that is distant from their place of residence (*e.g.*, western slope County Employee assigned to 2-day activity in South Lake Tahoe).
2. For out-of-County business that is conducted on one business day, if the traveler's actual time for the day is estimated to equal or exceed 12 hours (including work time, the lunch period and round-trip travel time), then the traveler will have the option of securing one night's lodging at either the beginning or end of the trip. Illustration: A County Employee who resides in South Lake Tahoe is required to attend a one-day business meeting in Sacramento. The County employee estimates that the total time for the day without obtaining lodging would be 14 hours (8 hours of meetings, 1 hour for lunch and 5 hours for round-trip travel). The employee will have the option



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of securing one night's lodging in Sacramento, either the night before the meeting, or after conclusion of the meeting.

3. Travelers are not eligible to claim reimbursement for lodging costs when staying overnight as a guest of friends or relatives.
4. Lodging expenses shall be claimed at either the actual cost of the lodging (limited to the single occupancy rate for a single room) or the County's maximum lodging rate (Federal Per Diem Rate established by GSA), whichever is less. Taxes and resort fees are in addition to the Federal Per Diem Rate.
5. Lodging costs may exceed the County's maximum lodging rate in the following situations:
 - (a) The authorized event is to be held at the particular hotel or events are scheduled for evening hours, or
 - (b) The CAO has given advance written authorization.
6. Except when registering for lodging at a pre-arranged group rate in conjunction with a conference or meeting, County Travelers shall request the government rate or lowest available eligible rate when making lodging arrangements.
7. Travelers are responsible for canceling hotel rooms before the cancellation period ends and should record the cancellation number in case of disputes. Travelers will not be reimbursed for "no-show" hotel charges unless there are unavoidable reasons for not canceling the room and the department head has determined that the reasons are valid.

VI. Advance Payments

After travel has been authorized, departments are encouraged to pre-pay expenses, to the extent feasible, using a County credit card, and to provide travelers with County credit cards (subject to credit card use policy) when traveling; however, when this option is not available or practical, an advance may be requested.

- A. The Auditor may provide advance funds for estimated "out of pocket" expenses up to seventy-five percent (75%) Advances will not be issued in amounts less than \$100 or more than \$1,000. The "out of pocket" expenses may include per diem allowances, individual meals, taxi and public



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transportation, lodging, parking, and registration costs, but does not include mileage reimbursement for the use of a personal vehicle.

B. A County credit card may not be used for expenses for which the traveler has received an advance.

VII. Actual Travel Costs Exceeding Estimates

When actual travel costs exceed the estimated costs by more than 2% or \$10.00, whichever is greater, the payment must be approved by the original approving authority

VIII. Compliance and Claim Processing

A. It is the responsibility of the claimant to understand and follow all policies and procedures herein in order to receive reimbursement for mileage, travel, and expense claims. The failure to properly complete any form or follow any policy or procedure may result in the return of a claim without reimbursement.

B. Requests for travel authorization and reimbursement shall be processed using forms specified by the County Auditor-Controller and Chief Administrative Office.

C. Department Heads are responsible for ensuring that claims for reimbursement are submitted to the Auditor-Controller's Office in a timely fashion, preferably within 30 days following completion of the travel.

RESPONSIBLE DEPARTMENT

Chief Administrative Office

DATES ISSUED AND REVISED; SUNSET DATE

Issue Date:	12/13/2016	Sunset Review Date:	12/31/2020
Original Adoption Date:	12/22/1987	Previous Revision Date:	10/20/2009



County of El Dorado

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Master Report

File Number: 18-1694

***File ID #:** 18-1694

Agenda Agenda Item
Type:

Status: Approved

Version: 1

Reference:

Gov Body: Board of
Supervisors

Created: 10/23/2018

Agenda Title: 11/13/18 HHSA Agreement 3446 with WellSky

Final Action: 11/13/2018

Title: Health and Human Services Agency recommending the Board:

- 1) Approve and authorize the Chair to sign the Order Form and the Master License and Service Agreement (Agreement 3446) with WellSky Human and Social Services Corporation for the provision of proprietary client case management and reporting software license for the term November 17, 2018 through November 16, 2022, with a maximum contractual obligation of \$207,480;
- 2) Make findings in accordance with County of El Dorado Board of Supervisors Resolution Number 142-2001 that exempts proprietary software from the competitive bidding process, that the Order Form and Master License and Service Agreement fall under the Noncompetitive Awards criteria provided in 45 Code of Federal Regulations Section 92.36 and Title 22 California Code of Regulations Section 7360 that outline Noncompetitive Awards criteria, and that the proprietary software continues to meet the State's reporting mandates; and
- 3) Authorize the Purchasing Agent, or designee, to execute further documents relating to the Order Form and Agreement 3446, including amendments, that do not increase the maximum dollar amount or term of the Order Form or Agreement 3446, and contingent upon approval by County Counsel and Risk Management.

FUNDING: 2% State funds, 24% Federal funds, 48% General Fund, and 26% Donations and Fees.

Notes:

Agenda Date: 11/13/2018

Agenda Number: 17.

Sponsors:

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Attachments: A - Agreement 3446, approved Contract Routing Sheet, 11-13-2018, B - Agreement 3446, 11-13-2018, C - Agreement 074-S1511, Mediware, 11-13-2018

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Contact: Patricia Charles-Heathers, Ph.D., MPA, Director

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Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	5	10/24/2018	James Robbins	Approved	10/26/2018
1	6	10/24/2018	Patricia Charles-Heathers	Approved	10/29/2018
1	7	10/29/2018	Mollie Purcell	Approved	10/29/2018
Notes: Consent					
1	8	11/1/2018	Shawne Corley	Approved	11/1/2018

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Board of Supervisors	11/13/2018	Approved				Pass
Action Text: This matter was Approved on the Consent Calendar.							
Mover:	Shiva Frentzen		Yes: 4 - Supervisor Veerkamp, Supervisor Frentzen, Supervisor Ranalli and Supervisor Hidahl Absent: 1 - Supervisor Novasel				4-1

Text of Legislative File 18-1694

Health and Human Services Agency recommending the Board:

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- 3) Authorize the Purchasing Agent, or designee, to execute further documents relating to the Order Form and Agreement 3446, including amendments, that do not increase the maximum dollar amount or term of the Order Form or Agreement 3446, and contingent upon approval by County Counsel and Risk Management.

FUNDING: 2% State funds, 24% Federal funds, 48% General Fund, and 26% Donations and Fees.

DISCUSSION / BACKGROUND:

Health and Human Services Agency (HHS) 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, require specific software for client case management and data reporting functions to effectively manage program services. 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.

In 2014, the Health and Human Services Agency and County Information and Technologies reviewed the three (3) client data management software systems approved by the State and selected Harmony Information Systems as the software best able to provide the client case management and data reporting functions to effectively manage program services and care planning files for the programs referenced above. The software complied with State reporting requirements, including the California Aging Reporting System and the National Aging Program Information System. It also included the ability to provide information and referral services and issue client service vouchers. Agreement 074-S1511 was approved by the Board on November 14, 2014 (File ID 14-1351, No 22).

On September 15, 2015, the Board approved Amendment 1 to Agreement 074-S1511 in which the maximum contractual obligation was increased and reflected that Harmony Information Systems legally changed their corporate name to Mediware Human and Social Services. That Agreement expires November 16, 2018. (File ID 14-1351, No 14)

On September 11, 2018, Mediware Human and Social Services announced a new company concept, name, and branding. It is now known as WellSky Human and Social Services Corporation.

Welfare and Institutions Code Section 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. When HHSA and IT selected Harmony Information Systems, Inc. (now known as WellSky Human and Social Services Corporation), it was the software system determined to best able to meet the needs of HHSA's Aging Programs, while also meeting State-mandated requirements. Agreement 3446 with WellSky also falls under the Noncompetitive Awards criteria.

ALTERNATIVES:

Should the Board decline to approve this recommendation, it will take several months to have an agreement in place with a suitable software company. HHSA will be without the needed software and will be unable to manage or assist its clients in HHSA various Aging Programs and will be unable to meet State mandated reporting. HHSA, with I.T.'s assistance, would have to review the other software that meets Welfare and Institutions Code Section 91.02 (client case management requirements and data reporting system to effectively manage program services and to meet State reporting mandates).

PRIOR BOARD ACTION:

- 1) 09-15-2015, File ID: 14-1351, Version 2, HHSA Harmony Information Systems Amendment 1 to Agmt 074-S1511.
- 2) 11-17-2014, File ID: 14-1351, Version 1, HHSA Harmony Information Systems Agmt.

OTHER DEPARTMENT / AGENCY INVOLVEMENT:

Approved by County Counsel, Information Technologies, Risk Management, and Human Resources.

CAO RECOMMENDATION:

It is recommended that the Board approve this item.

FINANCIAL IMPACT:

There is no change to Net County Cost associated with this Agenda item. Sufficient appropriations were included in the Fiscal Year 2018-2019 Budget, and will be included in future budgets for the term of the Agreement.

The annual cost of the software license is \$51,870 and is paid using State (approximately 2%) and Federal funds (approximately 24%) through its annual agreement with the California Department of Aging; General Fund (approximately 48%); and donations (approximately 26%).

Costs of the Agreement remain consistent with the exception of a 5% increase over the prior agreement's term. There are no anticipated changes to the annual funding received from the California Department of Aging.

The annual cost of the software license increased by \$2,470 over the prior four-year agreement. The new annual cost is \$51,870.

CLERK OF THE BOARD FOLLOW UP ACTIONS

- 1) Clerk of the Board to obtain signature of Chair on two (2) originals of the Order Form and on two (2) originals of the Master License and Service Agreement.
- 2) Clerk of the Board to return all partially signed originals to HHSA Contracts Unit, 3057 Briw Road, to obtain final signatures.

STRATEGIC PLAN COMPONENT:

N/A

CONTACT

Patricia Charles-Heathers, Ph.D., M.P.A., Director