



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C-7

For the meeting of: March 8, 2016

Date: February 11, 2016

To: Board of Supervisors

From: Connie Beck, Director *SB*
Department of Health and Human Services – Public Health

Subject: Application Service Provider Agreement with Persimmony International, Inc. for Electronic Case Management and Time Management Solution

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve and authorize the Chair to sign three (3) originals of the Application Service Provider Agreement between DHHS – Public Health and Persimmony International, Inc.
2. Direct the Clerk of the Board to return the signed documents; and one (1) copy of the Board motion to the Department of Health and Human (DHHS) Services Contract Unit for transmittal to DHHS – Public Health.

SOURCE OF FUNDING:

Public Health

DISCUSSION:

The agreement before you is for software to be used in Public Health Nursing for electronic case management and the required perpetual time survey. Persimmony is specifically designed for case management of Targeted Case Management (TCM), Medical Administrative Activities (MAA), and Nurse Family Partnership (NFP). The software was designed around county reporting requirements for TCM, MAA, and NFP. The software has specific applications to assist with supervision of case managers and tracking of specific TCM documentation requirements. The software is anticipated to help reduce the

Prepared by Amber White, Administrative Analyst II

CAO Approval *Kathy Hayes*

REVIEW:

Auditor *WJM*

County Counsel *an*

Human Resources *KW*

Other

TYPE OF ITEM:

- Consent
- Departmental
- Public Hearing
- Other

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor *Fennell* Seconded by Supervisor *Bass*

Ayes *Sundberg, Fennell, Lorelace, Bohn, Bass*

Nays
Abstain
Absent

PREVIOUS ACTION/REFERRAL:

Board Order No. _____

Meeting of: _____

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: *March 8, 2016*

By: *Kathy Hayes*
Kathy Hayes, Clerk of the Board

number of errors during our yearly state audit of the TCM program and to increase staff productivity overall.

The software will streamline reporting to required state databases as the program can interface with state programs; this feature will eliminate duplicate data entry. The software will also assist DHHS in collecting client outcome statistics that can be used for program planning.

The Persimmony software will also be used to complete the state required perpetual time study used by the TCM and MAA programs, staff currently use Excel and submit the time study by email for review and correction. The current process requires approximately 40-60 hours per month of processing time by various administrative staff members. Persimmony will be used to increase staff efficiency by creating a smooth process by which to submit the time studies, notify staff of errors and collect the finalized time study data needed for invoicing the State.

The nursing programs are currently using a combination of paper case files and electronic case files. This software will bring all PH Nursing programs into one electronic system that combines case management, encounter entry and the perpetual time survey.

As this service and software package is unique, Public Health finds that it fits the category for Sole Source. The justification documentation has been attached to this agenda item.

FINANCIAL IMPACT:

The Application Service Provider Agreement with Persimmony International Inc. will be in effect for three years beginning in Fiscal Year (FY) 2015/16. The total amount of the agreement is \$290,910. The amount for FY 2015-16 is \$79,750. This amount was anticipated and included in the FY 2015-16 county budget in Fund 1175, budget unit 416, Field Nursing. The agreement amounts of \$101,000 for FY 2016-17 and \$110,160 for FY 2017-18 will be included in the upcoming county budgets. The yearly fee of \$110,160 is locked in for subsequent years. Approval of this agreement will not impact the General Fund.

This agreement supports your Board's Strategic Framework by protecting vulnerable populations and creating opportunities for improved safety and health.

OTHER AGENCY INVOLVEMENT:

None

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board of Supervisors could choose not to approve the request to purchase the Persimmony International Inc. Case Management Application however this is not recommended. Persimmony will allow Field Nursing and Public Health Fiscal to avoid duplication of data entry, streamline the perpetual time study process and most importantly maintain electronic client records and track accuracy of TCM documentation requirements to meet State audit requirements.

ATTACHMENTS:

Attachment 1: Persimmony Application Service Provider Agreement, Exhibit A, Exhibit B and Exhibit C
Attachment 2: Sole Source Justification

APPLICATION SERVICE PROVIDER AGREEMENT

This Application Service Provider Agreement ("Agreement") made this 8th day of ~~January~~ ^{March} 2016 (the "Effective Date"), by and between Persimmony International, Inc., a Nevada Corporation, with offices at 33 Endless Vista, Aliso Viejo, CA, 92656 ("Licensor"), and the County of Humboldt, a political subdivision of the State of California, through the Department of Health and Human Services – Public Health, with offices at 529 I Street, Eureka CA 95501 ("County").

RECITALS

A. Licensor provides a centrally hosted and managed subscription service consisting of certain proprietary software owned by Licensor or its third-party Licensors and accessible via the Internet.

B. County seeks to obtain, and Licensor seeks to provide, a subscription to the service on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, based on the foregoing premises and the promises set forth below, the parties agree as follows:

AGREEMENT

1. DEFINITIONS

1.1 "Confidential Information" will have the meaning set forth in sections 4.1 and 4.2.

1.2 "County Data" means all information provided directly or indirectly by County to Licensor for use in conjunction with the Services, including any information entered by County, or by Licensor at the direction of County.

1.3 "County Information" means all information created or otherwise owned by County or licensed by County from third parties, including County Data and information created by County by using the Services, that is used in conjunction with the Services and the Software.

1.4 "Documentation" means all configurations and specifications published by Licensor relating to the Software or the Services, attached hereto as Exhibit A and incorporated herein full. In the event the Documentation is revised during the term of this Agreement, the revised Documentation shall not take effect unless the Agreement is amended in writing to reflect the incorporation of the revised Documentation.

1.5 "Equipment" will have the meaning set forth in section 3.2.

1.6 "Maximum Users" will have the meaning set forth in section 11.1 and as enumerated in Exhibit B, attached hereto and incorporated herein full.

1.7 "Licensor Information" means information, including the Software, created or otherwise owned by Licensor or licensed by Licensor from third parties, related to the Services or Software.

1.8 "Services" means the Software, electronic data processing, storage and transmission services ordered by County, which are enumerated in Exhibit A, attached hereto and incorporated herein full.

1.9 "Software" means the software used by Licensor to provide the Services.

2. SERVICES AND SUPPORT

2.1 Obligations of Licensor. Subject to the terms and conditions of this Agreement. Licensor will use reasonable commercial efforts to provide the Services to County. If County requests additional services from Licensor, an amendment to this Agreement will be required.

2.2 Grant of License. Subject to the terms and conditions of this Agreement, Licensor grants to County a limited, nontransferable, nonexclusive license for the term of this Agreement to access via the Internet and use the Services and the Software, solely to support County's normal course of business.

2.3 Restrictions on Use. County may not, directly or indirectly, (i) license, sell, lease or otherwise transfer or grant third-party access to the Services or the Software, (ii) alter, modify, translate or create derivative works based on the Software, (iii) process or permit to be processed the data of any third party, (iv) use or permit the use of the Services or the Software in the operation of a service bureau, timesharing arrangement or otherwise for the benefit of a third party, (v) disassemble, decompile, or reverse engineer the Software or any aspect of the Services, or otherwise attempt to derive or construct source code or other trade secrets from the Software, or (vi) permit any third party to do any of the foregoing.

2.4 Support Services. Subject to County's prompt payment of the fees due under this Agreement, Licensor shall provide County with the support services specified in Exhibit A.

2.5 Use of County Data/County Representations and Warranties. County shall be solely responsible for all County Information, and shall allow Licensor, for the sole purpose of its performance under this Agreement, to copy, display, distribute, download, and otherwise use County Information to transmit over the Internet. County represents and warrants that its County Information does not and will not include anything that infringes the copyright, patent, trade secret, trademark or any other intellectual property right of any third party; contains anything that is obscene, defamatory, harassing, offensive, malicious or which constitutes child pornography; or otherwise violates any other right of any third party.

2.6 Passwords. Licensor shall provide County with passwords to access the Service. County shall be responsible for all use of its account(s). County shall also maintain the confidentiality of all passwords assigned to it. County may not share its passwords with third parties or attempt to access the Service without providing a password assigned to it.

3. COUNTY RESTRICTIONS AND RESPONSIBILITIES

3.1 Compliance with Documentation and Laws/Representations and Warranties. County represents, covenants, and warrants that County will use the Services and any data of third parties only as contemplated by the Documentation and in compliance with all applicable laws and policies (including but not limited to laws, government regulations, Licensor policies and any other applicable policies relating to intellectual property, employment, labor, spamming, spoofing, network security, privacy, obscenity or defamation).

3.2 County Equipment. County shall be responsible for selecting, obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking equipment, web servers, and long distance and local telephone service, but excluding the Software (collectively "Equipment"). County shall be responsible for ensuring that the Equipment is compatible with the Services and the Software and complies with the Documentation. County shall also be responsible for the security and use of the Equipment.

4. CONFIDENTIALITY AND PUBLICITY

4.1 Confidentiality Obligation. "Confidential Information" means all written or oral information designated as confidential at the time of disclosure that is made accessible to the other party in connection with this Agreement including, without limitation, computer programs, software, formulas, data, information, inventions, techniques, strategies, trade secrets, know-how, plans for products or services, marketing plans, financial documents or data, processes and designs, and Service passwords. Written Confidential Information must be marked as "confidential" or "proprietary." Oral Confidential Information must be designated as confidential at the time of disclosure and reduced to a written summary and marked "confidential" or "proprietary" within a reasonable period following the oral disclosure. Each of the parties shall treat the other party's Confidential Information confidentially and with at least the same degree of care it uses to prevent the disclosure of its own Confidential Information, but in no event less than reasonable care. In addition, each party shall use the Confidential Information of the other party solely in the performance of its obligations under this Agreement and not disclose it, except to authorized employees of the receiving party or its affiliates, its legal counsel and its accountants (provided that the receiving party contractually obligates them to a duty of confidentiality no less restrictive than the duty imposed by this section 4.1 and remains jointly and severally liable for any breach of confidentiality by them). Each party shall promptly notify the other party of any actual or suspected misuse or unauthorized disclosure of its Confidential Information. Upon expiration or termination of this Agreement, each party shall return all tangible copies of any Confidential Information received from the other party.

4.2 Confidential Health Information and Privacy. In the performance of this Agreement, Licensor may receive confidential health information. Licensor agrees to protect the confidentiality of all DHHS clients and patients in conformation with, but not limited to, the California Welfare and Institutions Code sections 827, 5328, and 10850, the California Confidentiality of Medical Information Act, California Health & Safety Code sections 1280.15 and 1280.18, the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the United States Health Information Technology for Economic and Clinical

Health Act, Public Law 111-005 ("HITECH Act"), and their implementing regulations, including as appropriate Title 45 of the Code of Federal Regulations section 205.50. Licensor agrees to abide by the terms of the HIPAA Business Associate Agreement, attached hereto as Exhibit C and incorporated herein full.

County and Licensor acknowledge that federal and state laws pertaining to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Licensor agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations.

4.3 Exclusions. Confidential Information will not include information that the recipient can prove: (i) was generally available to the public at the time it was disclosed, (ii) was known to the recipient, without restriction, at the time of disclosure by the disclosing party, (iii) is disclosed with the prior written approval of the disclosing party, (iv) was independently obtained or developed by the recipient without any use of the Confidential Information, (v) becomes known to the recipient, without restriction, from a source other than the disclosing party who does not owe a duty of confidentiality to the disclosing party and obtained the information by lawful means, (vi) is required to be disclosed as a non-exempt public record pursuant to the California Public Records Act (Government Code section 6250 *et seq.*), or (vii) is disclosed in response to an order or requirement of a court, administrative agency, or other governmental body, a subpoena, or by the rules of a securities market or exchange on which the disclosing party's securities are traded (but only if (a) the recipient provides prompt advance notice to the disclosing party to enable it to appear and independently contest the disclosure, and (b) any Confidential Information so disclosed will otherwise remain subject to the provisions of this section 4). The burden of proof in establishing that any Confidential Information is subject to any of the foregoing exceptions will be borne by the receiving party.

4.4 Trademark License. County grants Licensor a limited, nonexclusive, worldwide right and license during the term of the Agreement to use the names, logos and trademarks of County to publicize the existence of the business relationship established by this Agreement.

5. PAYMENT OF FEES

5.1 Fees. County shall pay Licensor the fees for the Services as set forth on Exhibit B. Unless otherwise specified in Exhibit B, County shall pay the fees set forth in the invoice to Licensor within 30 days of the invoice date. At the end of the initial term, Licensor may change the fees or applicable charges for the Services and Software for any renewal term upon 60 days written notice to County. In the event written notice is not timely provided, the applicable fees for Services set forth in Exhibit B shall be applied for the renewal term, unless otherwise modified by written agreement of the parties.

5.2 Disputed Amounts. Licensor need not provide any adjustments or credits to County for disputed amounts billed by Licensor unless County provides written notice of the disputed amounts to Licensor within 60 days after the (i) closing date on the first billing statement in which the error or problem appeared, or (ii) invoice date on the first invoice in

which the error or problem appeared. County must direct any notices required under this section 5.2 (and any related inquiries) to Licensor's County support department.

5.3 Interest and Taxes. Unpaid fees are subject to a finance charge of 5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection (including reasonable attorneys' fees). County shall be responsible for all taxes associated with the Services other than taxes based on Licensor's net income.

6. TERM AND TERMINATION

6.1 Term. Unless terminated earlier in accordance with section 6.2, the initial term of this Agreement will be three (3) years and thereafter shall be renewed for additional one (1) year terms for a maximum of two years.

6.2 Termination. This Agreement may be terminated as follows:

- (i) County may terminate this Agreement at any time and for any reason by giving a thirty (30)-day written notice to Licensor. Such notice shall state the effective date of the termination. County shall be responsible for payment of only those services rendered up to and including the date of termination.
- (ii) County's obligations under this Agreement are contingent upon the availability of local, state, and/or federal funds. In the event such funding is terminated, County shall, at its sole discretion, determine whether this Agreement shall be terminated. County shall provide Licensor seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- (iii) Licensor may terminate this Agreement at the end of the initial or any renewal term by giving County a sixty (60)-day prior written notice.
- (iv) Either party may terminate this Agreement immediately by written notice if the other party materially breaches this Agreement and fails to cure its breach after receipt of written notice within (a) fifteen (15) days in the case of nonpayment of any fees, or (b) thirty (30) days in the case of all other breaches.

6.3 Effect of Termination. Within 7 days of expiration or earlier termination of this Agreement, County shall pay to Licensor the pro rata share of all fees for the Services up to and including the date of termination.

6.4 Survival. The provisions of sections 2.3, 2.5, 2.6, 3.1, , 4.1, 4.2, 4.3 and 5 through 11 will survive the expiration or earlier termination of this Agreement. County's obligations under section 4 with respect to the Software and Services shall survive the expiration or earlier termination of this Agreement for a period of two (2) years. Licensor's obligations under section 4.2 and Exhibit C with respect to confidential patient health information shall survive the expiration or earlier termination of this Agreement for a period of five (5) years.

7. PROPRIETARY RIGHTS

7.1 Licensors' Proprietary Rights. Exclusive of County Information, Licensor (or its third-party Licensors, if applicable) will retain all rights, title, and interest in and to the Software, Services and the Licensor Information and all legally protectable elements or derivative works thereof. Licensor may place copyright and/or proprietary notices, including hypertext links, within the Services. County may not alter or remove these notices without Licensor's written permission. County may not have the right to, and agrees not to, attempt to restrain Licensor from using any skills or knowledge of a general nature acquired during the course of providing the Services, including information publicly known or available or that could reasonably be acquired in similar work performed for another Licensor County.

7.2 County's Proprietary Rights. County will retain all rights, title and interest in and to the legally protectable elements of County Information and derivative works thereof.

8. INDEMNITY

8.1 Licensors Indemnification Regarding Services and Software. Except as is excluded in Section 8.2, Licensor hereby agrees to defend and pay any damages awarded in a final judgment against County, its officers, directors and employees (each, an "Indemnified Party" and collectively the "Indemnified Parties") against any loss, damage, expense or cost, including reasonable attorney fees, arising out of or resulting from any claim, action or demand (collectively, a "Claim") from a third party alleging that the use of the Services or Software infringes the intellectual property rights of a third party under United States law. Upon notice of a Claim or if, in Licensor's opinion, such a Claim is likely, Licensor shall have the right, at its option, to (i) replace or modify the Services or Software so that it is functionally equivalent and noninfringing, (ii) obtain a license for County to continue the use of the Services or Software, or (iii) return the fee paid by County therefore.

8.2 Limitations. Licensor will have no obligation hereunder for any Claim which arises out of or result from: (i) the Indemnified Party's use of the Services or Software in a combination with materials or products not supplied by Licensor, (ii) the modification or attempted modification of the Services or Software by parties other than Licensor or the use of such modified Services or Software, (iii) Indemnified Party's use of the Services or Software in violation of this Agreement, or (iv) paragraph 2.5 of this Agreement.

8.3 Licensors Indemnification Regarding Privacy Breaches. Licensor shall hold harmless, defend, and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Licensor's performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement (including the security and protection of confidential and protected health information as outlined in Exhibit B), except such loss or damage which was caused by the sole negligence or willful misconduct of the County.

8.4 Licensee Indemnification. Except for third party claims which are subject to Licensor's indemnification obligations set forth in Section 8.1 and 8.3, County hereby agrees to

defend and pay any damages awarded in a final judgment against Licensor, its officers, directors and employees (each, an “Indemnified Party”) against any loss or damage arising out of or resulting from any claim, action or demands from a third party as a result of County violating any right of any individual or entity, including without limitation any rights of privacy, or violating any applicable law or regulation, except such loss or damage which was caused by the sole negligence or willful misconduct of the Licensor.

8.5 Comparative Liability. Notwithstanding Sections 8.1 through 8.4 above, in the event that both parties are held to be negligently or willfully responsible, each party will bear its proportionate share of liability as determined in any such proceeding.

8.6 Notice to the Indemnifying Party. In the event that any claim, action or demand is made against the Indemnified Party, the Indemnified Party will promptly upon becoming aware of any such claim, demand or suit, notify Licensor (in the case of Section 8.1 or 8.3) or Licensee (in the case of Section 8.4) (each, an “Indemnifying Party”, as applicable), in writing as to the nature and particulars of the same and will promptly furnish the Indemnifying Party with copies of any and all documents (inclusive of all correspondence and pleadings other than attorney-client communications) pertaining thereto. The Indemnified Party will also keep the Indemnifying Party continuously and fully informed in a timely manner as to the status of the same and will provide the Indemnifying Party with copies of any additional documents pertaining thereto in a timely manner. The Indemnifying Party shall retain competent counsel and may employ a single counsel to represent all Indemnified Parties, which counsel may also be counsel to the Indemnifying Party, except where there is a conflict of interest. If a conflict of interest exists such that a single counsel cannot adequately represent the individual interests of each party, the Indemnifying Party shall retain separate competent counsel for each Indemnified Party. Each Indemnified Party is also entitled to engage additional independent counsel, at such Indemnified Party’s sole expense.

8.7 Obligations of the Indemnified Party. The obligation of the Indemnifying Party under Section 8.1 and 8.3 (Licensor Indemnification) and Section 8.4 (Licensee Indemnification) is contingent upon each Indemnified Party (i) giving prompt written notice to the Indemnifying Party of any such claim, action or demand as required in Section 8.4 above, (ii) allowing the Indemnifying Party to control the defense and related settlement negotiations, and (iii) fully assisting in the defense so long as the Indemnifying Party agrees to pay such Indemnified Party’s out-of-pocket expenses, as appropriate.

9. WARRANTY AND DISCLAIMER

9.1 Limited Warranty for Services. Licensor shall use reasonable commercial efforts consistent with prevailing industry standards to maintain the security of the Services and minimize errors and interruptions in the Services, provided that:

- (i) County uses the Service and the Software strictly in accordance with the Documentation.
- (ii) County pays all amounts due under this Agreement and is not in default of any provision of this Agreement, and

- (iii) County makes no changes (nor permits any changes to be made other than by or with the express approval of Licensor) to the Software or Service.

In addition, County acknowledges that the Services may be temporarily unavailable for scheduled maintenance, for unscheduled emergency maintenance, or because of other causes beyond Licensor's reasonable control. Licensor will not be liable to County as a result of these temporary service interruptions, except where the unavailability of the Service is caused by the sole negligence or willful misconduct of Licensor.

9.2 Warranty Against Infringement. Licensor warrants and represents that the Service and the use of the Software for its intended purpose by County does not and will not infringe any patent, copyright or other intellectual property right of a third party nor misappropriate any trade secrets or other intellectual property of a third party.

9.3 Licensing and Permits. Licensor warrants and assures that it is in compliance with and will comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9, Division 3 of the Business and Professions Code. Licensor warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Humboldt, and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

9.4 Standard of Practice. Licensor warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. Licensor's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

9.5 DISCLAIMER OF WARRANTIES FOR SERVICES AND SOFTWARE. NEITHER LICENSOR NOR ITS SUPPLIERS OR SERVICE PROVIDERS WARRANT THAT THE SERVICES OR SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, NOR DO THEY MAKE ANY WARRANTY ABOUT THE RESULTS THAT MAY BE OBTAINED BY USING THE SOFTWARE OR SERVICES. EXCEPT AS EXPRESSLY AND UNAMBIGUOUSLY PROVIDED IN SECTIONS 9.1 AND 9.2, THE SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND LICENSOR, ITS SUPPLIERS AND SERVICE PROVIDERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFORMATIONAL CONTENT, SYSTEM INTEGRATION, ENJOYMENT AND NONINFRINGEMENT.

10. LIMITATION OF LIABILITY

10.1 EXCLUSION OF DAMAGES AND LIMITS ON LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR OTHERWISE, LICENSOR, ITS OFFICERS, EMPLOYEES, AFFILIATES, REPRESENTATIVES, LICENSORS, SUPPLIERS, LICENSORS AND SERVICE PROVIDERS WILL NOT BE RESPONSIBLE UNDER ANY CONTRACT OR THEORY OF

RECOVERY (INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) FOR ANY: (A) ERRORS OR INTERRUPTIONS OF USE, LOSSES, INACCURACY OR CORRUPTION OF DATA, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, BUSINESS INTERRUPTIONS OR LOST OPPORTUNITIES; (B) INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) LOSSES CAUSED BY EVENTS BEYOND LICENSOR'S REASONABLE CONTROL; AND (D) AMOUNTS THAT, IN THE AGGREGATE, EXCEED THE FEES PAID BY COUNTY TO LICENSOR FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE FIRST ALLEGED ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY.

11. MISCELLANEOUS

11.1 Licensor Audit Rights. County shall (i) promptly provide written notice to Licensor if the number of users exceeds the maximum number permitted in Exhibit B ("Maximum users"), and (ii) simultaneously pay Licensor for any additional users. During normal business hours or at any time the Software or Service is being used, Licensor or its authorized representatives may, upon reasonable advance notice, audit and inspect County's use of the Software and Service and/or County's compliance with this Agreement.

11.2 Assignment. This Agreement will be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and permitted assigns. Neither party shall assign its obligations under this Agreement without prior written consent of the other. Any assignment by either party in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement.

11.3 Force Majeure. Neither party may be held liable for any damages or penalty for delay in the performance of its obligations hereunder when the delay is due to the elements, acts of God or other causes beyond its reasonable control.

11.4 Severability. A determination that any provision of this Agreement is invalid or unenforceable will not affect the validity or enforceability of any other part of this Agreement. Similarly, a determination that any provision is invalid or unenforceable in one application will not affect the validity or enforceability of the same provision in other contexts. To the extent possible, this Agreement shall be construed to give meaning to every provision.

11.5 Waiver and Modification. A party's waiver of any breach or its failure to enforce any term of this Agreement may not be deemed a waiver of any other breach or of its right to enforce the same term or others in the future. Any waiver, amendment, supplementation or other modification or supplementation of any provision of this Agreement will be effective only if in writing and signed by both parties.

11.6 Governing Law. This Agreement shall be governed by, construed and enforced in all respects in accordance with the substantive laws of the State of California, regardless of the domicile of either party hereto or where any activity pertaining hereto of either party may actually occur. Any dispute arising hereunder or relating to this Agreement shall be litigated in

the State of California and venue shall lie in Humboldt County, unless transferred by court order pursuant to Code of Civil Procedure sections 394 and 395.

11.7 Notices. All notices required or permitted under this Agreement must be in writing, must reference this Agreement and will be deemed given: (i) when sent by facsimile with a confirmation page generated by the sending device; (ii) 5 business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iii) 1 working day after deposit with a commercial overnight carrier, with written verification of receipt. To be effective, a confirmation copy of a notice must be sent contemporaneously via U.S. mail. All communications must be sent to the contact information set forth below or to such other contact information as may be designated by a party by giving written notice to the other party pursuant to this section 11.7:

To Licensor:

Michael Kogus
Persimmony International, Inc.
33 Endless Vista
Aliso Viejo, CA 92656
Phone: (949) 770-5551
Fax: (949) 770-5550
E-mail: Michael@persimmony.com

With a copy to:

Higgs, Fletcher & Mack LLP
401 West "A" Street, Ste 2600
San Diego, CA 92101
Phone: (619) 236-1551
Fax: (619) 696-1410
Attn: Charles F. Reidelbach, Jr.

To County:

County of Humboldt
Department of Health and Human Services – Public Health
529 I Street
Eureka, CA 95501
Phone: (707) 268-2121
Fax: (707) 268-2126
Attn: Susan Buckley

11.8 Relationship of Parties. This Agreement will not be construed as creating an agency, partnership, joint venture or any other form of similar or legal association between the parties. It is understood that this is an agreement by and between two independent contractors. Both parties agree that Licensor shall not be entitled to any benefits to which County employees are entitled, including, but not limited to, overtime, retirement benefits, worker's compensation and injury leave or other leave benefits..

11.9 Construction. This Agreement shall be deemed the joint work product of the parties and the language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning, and may not be construed against either party as drafter. Captions are for convenience only and may not be construed to define, limit or affect the construction or interpretation of this Agreement.

11.10 Restrictions, Limitations, or Conditions. This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Federal and/or State government that may affect the provisions, terms or funding of this Agreement.

11.11 Subcontracting. Licensor shall not subcontract any portion of the work required by this Agreement without prior written approval of County. Any and all subcontracts will be subject to all applicable provisions of this Agreement. Licensor shall remain legally responsible for the performance of all terms and conditions of this Agreement, including work performed by third parties under subcontracts whether approved by County or not.

11.12 Maintenance and Retention of Records.

- A. Licensor agrees to timely prepare accurate and complete financial and performance records, and to maintain and preserve said records for at least five (5) years from the date of final payment under this Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work performed. In addition, Licensor shall maintain detailed payroll records.
- B. All records referenced by this section shall be made available during normal business hours to inspection, audit, and reproduction by any duly authorized agents of the State or Customer agrees to allow interviews of any of its employees who might reasonably have information related to such records.
- C. In the event of an audit exception or exceptions, the party responsible for not meeting the program requirement(s) shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because Licensor's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by County.

11.13 Non-Discrimination Clause Compliance. In connection with the execution of this Agreement, Licensor shall not discriminate against any employee or applicant for employment because of race, religion or religious creed, color, age (over 40), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer or genetic characteristics), mental or physical disability (including HIV status and AIDS), military service, or any other classification protected

by federal, state or local laws or ordinances. This policy does not require the employment of unqualified persons.

11.14 Compliance with Laws. Licensor agrees to comply with all applicable local, state and federal laws and regulations, including, but not limited to the Americans with Disabilities Act.

11.15 Nuclear Free Clause Certification. Licensor certifies by its signature below that it is not a nuclear weapons contractor in that Licensor is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. Licensor agrees to notify County immediately if it becomes a nuclear weapons contractor, as defined above. County may immediately terminate this Agreement if it determines that the foregoing certification is false or if Licensor becomes a nuclear weapons contractor.

11.16 Amendments. No addition to, or alteration of, any term of this Agreement shall be valid unless made in writing and signed by both parties. The Humboldt County Board of Supervisors and/or its designee, or the County's Purchasing Agent and/or his/her designee, are the only authorized County representatives who may modify this Agreement.

11.17 Conflict of Interest. Licensor covenants that it presently has no interest, including, but not limited to other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with Licensor's performance under this Agreement. Licensor further covenants that no person having any such interest shall be employed or retained by Licensor under this Agreement. Licensor agrees to inform County of all Licensor's interests, if any, which are or may be perceived as incompatible with County's interest.

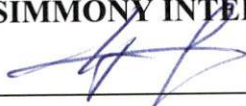
11.18 Attorneys' Fees. If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees (including reasonable value of services rendered by County Counsel) to be fixed by the court, and such recovery shall include court costs and attorneys' fees (including the reasonable value of services rendered by County Counsel) on appeal, if any. As used herein, the party prevailing means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

11.19 Tax Exempt Status. The County is a political subdivision of the State of California. As such, the County is tax exempt under Internal Revenue Code section 115.

11.20 Public Records. All proposals and materials submitted become the property of the County and are subject to disclosure under the Public Records Act, Government Code sections 6250 *et seq.*

11.21 Entire Agreement. This Agreement, including Exhibits and any order form or Statement of Work, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement, and supersedes and replaces all prior or contemporaneous written or oral statements, understandings or agreements. Except where otherwise set forth in the main body of this Agreement, in the event of a conflict between an Exhibit or Statement of Work and the main body of this Agreement, the terms of the exhibits of this Agreement will prevail.

PERSIMMONY INTERNATIONAL, INC.

BY 

NAME Michael Kogus

TITLE President

DATE 12/17/2015

BY 

NAME Michael Kogus

TITLE CTO

DATE 12/17/2015

COUNTY OF HUMBOLDT

BY 

NAME Maude Lovelace

TITLE Board Chair

DATE 3.8.16

EXHIBIT A
STATEMENT OF WORK (SOW)

1. SCOPE OF WORK

A. NFP Data Migration Tasks and Deliverables Summary Table

The following tasks and deliverables will be addressed in this engagement for Nurse Family Partnership (NFP):

TASKS	LICENSOR ACTIONS	DELIVERABLES	DATE	COUNTY ACTIONS
1. NFP PRE-PRODUCTION				
Approved transfer of NFP data for test purposes in Persimmony.	Communication with NFP National Service Office (NSO) and transfer of Humboldt County NFP data.	Persimmony Test site with Humboldt County NFP data for review.	Three weeks after execution of Purchase Order.	Humboldt County to provide communicate to NFP NSO to release data to Persimmony.
2. NFP PRODUCTION DEPLOYMENT				
Licensors shall deploy final configuration of NFP Software including all historical NFP data from NFP NSO to import, clean and optimize. Persimmony goes LIVE.	Deploy final configuration of Software including all historical NFP data from NFP NSO to import, clean and optimize.	Deployment of LIVE site for Humboldt County's NFP Persimmony database with all NFP data and resolution of all missing data and Software defects identified during County's data validation	Due for production release 6 weeks from completion of Task 1.	Humboldt County to provide the cut-off date (stop collecting in Efforts-to-Outcome (ETO) and start collecting in Persimmony) and communicate a 2-week period when no data entry will be available during transfer to LIVE. Upon completion of NFP production deployment, County will verify and validate NFP data has been successfully migrated to Persimmony and report to Licensor all missing data, issues and/or defects found during data validation.
3. ISSUANCE OF NFP USER ACCOUNTS				
Licensors shall setup designated NFP user accounts on the server in order to enable access to Software.	Setup initial set of NFP user accounts on the server.	Provision all relevant user accounts.	Due for production release 6 weeks from completion of Task 1 (simultaneously with Task 2 above).	Identify all NFP users that need to have accounts on the system.
4. NFP SOFTWARE TRAINING: Train-the-Trainer				
Licensors shall provide Train-the-Trainer training for NFP users.	Persimmony Project Manager(s) to train the County NFP Project Manager/ Administrator(s), key nursing supervisors and clerical staff (and provide technical assistance) how to use the Software for initial 'migration of data' phase and throughout the term, as well as how to use Persimmony's "Shadow	Provide up to 2 Train-the-Trainer NFP training sessions for the NFP users.	Due for production release 6 weeks from completion of Task 1 (simultaneously with Task 2 and 3 above).	Provide list of users to participate in the NFP train-the-trainer sessions.

EXHIBIT A
STATEMENT OF WORK (SOW)

TASKS	LICENSOR ACTIONS	DELIVERABLES	DATE	COUNTY ACTIONS
	Tools" which allows Persimmony's database administrator to access the user's screen and see the users screen first-hand in order to virtually apply hands-on technical assistance, if needed, to safely and securely manage the user's computer and applications.			
5. NFP SOFTWARE TRAINING: Video Training				
Licensor shall provide access to just-in-time Show Me training video content to users identified by County.	Licensor will provide all authorized County users access to video training 24-hours a day, seven days a week which provides training "just in time" for data entry screens in the system. The SHOW ME videos will provide step-by-step demonstrations on how to enter data, run reports and setup new fields; pace must be comfortable for the user who can stop, repeat or get back to any portion of the video training at any time.	Provide users with access to Show Me training videos.	24/7/365	Validate full access to all Show Me training video content.
6. NFP TECHNICAL SUPPORT AND MAINTENANCE				
Licensor shall provide 1st tier technical support to the identified County Project Manager/Administrator(s) and 2nd tier support to users. Licensor shall provide system maintenance services.	Begin user support and system maintenance services.	Provide ongoing maintenance and 1st tier technical support to the County Project Manager/Administrator(s) and 2nd tier support to users.	Throughout the term of the Purchase Order.	Identify maintenance window and ensure access to technical support.
7. NFP ADDITIONAL REPORTING ENHANCEMENTS				
Licensor shall develop unlimited NFP reports as County's written request.	Develop additional NFP reports, as County's written request in order to pull identified data elements from the system.	Develop and provide NFP reports, as requested, by the County.	Throughout the term of the Purchase Order.	County will provide Licensor a written request for any additional NFP reports beside those in Report Library and will work with Licensor to develop NFP report format, requirements and purpose.

EXHIBIT A
STATEMENT OF WORK (SOW)

B. TCM Task and Deliverables Summary Table

The following tasks and deliverables will be addressed in this engagement for Targeted Case Management (TCM):

TASKS	LICENSOR ACTIONS	DELIVERABLES	DATE	COUNTY ACTIONS
1. ELECTRONIC CASE MANAGEMENT (ECM)/TCM REQUIREMENTS GATHERING				
Licensors shall meet with County in the gathering requirement sessions, review and clarify TCM data collection and user requirements. Licensors shall work with County in defining and revising (1) client and program demographics and (2) process and outcome data requirements. Licensors shall work with County in defining reporting requirements.	Meet with County I to discuss user requirements and TCM data collection. Update any additional data requirements and capture data requirements. Update any additional data requirements and capture reporting requirements.	Participate in virtual user requirements gathering sessions. Update any additional data requirements and provide final data requirements documentation. Update any additional data requirements and provide final reporting requirements documentation.	Gathering meetings to occur within 6 weeks of LIVE NFP Persimmony Database.	Participate in requirements gathering sessions with Licensor Provide any additional data requirements, review and accept data requirements documentation.
2. ECM/TCM SOFTWARE CUSTOMIZATION				
Licensors shall perform customizations to the Software based on the data gathering decisions (assessments) from Task 1.	Customize existing database and relevant modules based on County's requirements.	Completion of Software customizations.	8 weeks after Task 1 (data gathering) is finalized.	Work with Licensor to ensure Software customizations meet the specifications identified in Task 1.
3. USER ACCEPTANCE TESTING (UAT)				
Licensors shall support County in conducting UAT.	Support County in conducting UAT and correct all reported issues and/or defects found during UAT. Upon successful UAT,	Completion of UAT and resolution of all Software defects identified during UAT.	8 weeks after Task 2 is completed.	Conduct UAT with the assistance of the Licensor and report all issues and/or defects found during UAT.
4. ECM/TCM PRODUCTION DEPLOYMENT				
Licensors shall deploy the ECM/TCM SETUP.	Deploy the TCM Setup in their Software.	Release customized and accepted software to production.	Production release due 4 weeks from completion of Task 3.	Review and accept production deployment or provide feedback if release is defective.
5. ECM/TCM ACCESS				
Licensors shall setup designated ECM/TCM user accounts on the server in order to enable access to Software.	Setup ECM/TCM user accounts on the server.	Provision all relevant ECM/TCM user accounts.	Due 4 weeks from completion of Task 3 (simultaneously with Task 4 above).	Identify all users that need to have accounts on the system.
6. ECM/TCM SOFTWARE TRAINING: Train-the-Trainer				
Licensors shall provide Train-the-Trainer training for ECM/TCM users	Persimmony Project Manager(s) to train the County ECM/TCM Project Manager/ Administrator(s), key nursing supervisors and clerical staff (and provide technical assistance) how to use the Software for initial	Provide up to 2 Train-the-Trainer training sessions for the ECM/TCM users.	Conduct all Train the Trainer sessions accounts 4 weeks from the completion of Task 3 (simultaneously with Task 4 and 5 above).	Provide list of ECM/TCM users to participate in train-the-trainer sessions.

**EXHIBIT A
STATEMENT OF WORK (SOW)**

TASKS	LICENSOR ACTIONS	DELIVERABLES	DATE	COUNTY ACTIONS
	<p>'migration of data' phase and throughout the term, as well as how to use Persimmony's "Shadow Tools" which allows Persimmony's Database Administrator to access the user's screen and see the users screen first-hand in order to virtually apply hands-on technical assistance, if needed, to safely and securely manage the user's computer and applications.</p>			
7. ECM/TCM SOFTWARE TRAINING: Video Training				
<p>Licensors shall provide access to just-in-time Show Me training video content to personnel identified by County.</p>	<p>Licensors will provide all authorized County users access to video training 24-hours a day, seven days a week which provides training "just in time" for any of the data entry screens in the system. The SHOW ME videos will provide step-by-step demonstrations on how to enter data, run reports and setup new fields; pace must be comfortable for the user who can stop, repeat or get back to any portion of the video training at any time.</p>	<p>Provide users with access to Show Me training videos.</p>	<p>24/7/365</p>	<p>Validate full access to all Show Me training video content.</p>
8. ECM/TCM TECHNICAL SUPPORT AND MAINTENANCE				
<p>Licensors shall provide 1st tier ECM/TCM technical support to the identified County Project Manager/Administrator(s) and 2nd tier support to users.</p> <p>Licensors shall provide system maintenance services.</p>	<p>Begin user support and system maintenance services.</p>	<p>Provide ongoing maintenance and 1st tier ECM/TCM technical support to the identified County Project Manager/Administrator and 2nd tier support to users.</p>	<p>Throughout the term of the Purchase Order.</p>	<p>Identify maintenance window and ensure access to technical support.</p>
9. ECM/TCM ADDITIONAL REPORTING ENHANCEMENTS				
<p>Licensors shall develop unlimited ECM/TCM reports as County's written request.</p>	<p>Develop unlimited ECM/TCM reports, as County's written request, in order to pull identified data elements from the system.</p>	<p>Develop and provide ECM/TCM reports, as requested, by the County.</p>	<p>Throughout the term of the Purchase Order.</p>	<p>County will provide to Licensors a written request for any additional reports beside those in Report Library and work with Licensors to develop ECM/TCM report format, requirements and purposes.</p>

EXHIBIT A
STATEMENT OF WORK (SOW)

2. PERSIMMONY SOFTWARE SUPPORT

Troubleshooting and support for system problems will be handled in accordance with the following specifications:

Online support requests made by the County Project Manager/Administrator (“County” for the purposes of this Software support provision) received through e-mail or online form submissions will be responded to via three modes of communication: (1) telephone; (2) e-mail; or (3) remote desktop technology, depending on the nature of support request and discretion of Licensor for which support method it deems reasonable. If Licensor deems remote desktop support necessary, using the remote desktop technology, County will be solely responsible to ensure that County’s network does not block access for use of such technology by Licensor.

When the County Project Manager/Administrator(s) has any questions about the system (adding new surveys, questionnaires, assessment, reports, and any other customization of the existing fields within the system) they have unlimited access to Persimmony’s technical support via phone, online or e-mail. The County Project Manager/Administrator can access free technical support via phone or via e-mail during Licensor’s regular business hours of 8:00 AM to 5:00 PM Pacific Time (Monday through Friday, excluding County holidays) or contact the Persimmony Project Coordinator. Response time to resolve most issues is within four hours of the initial request.

Contract shall provide comprehensive first-tier support to County Project Manager/Administrator and second-tier support for all authorized users if the County Project Manager/Administrator is unable to troubleshoot and resolve the Software issues:

Persimmony 1st Tier Support: Support to the County Administrator(s) who will be helping the authorized users. The Persimmony Project Manager is available as well as our Help Desk for the County Administrator.

Persimmony 2nd Tier Support: If the County Administrator(s) who supports the authorized users is not able to resolve their issue, then the Persimmony Project Manager/Help Desk would be brought in to help resolve directly with the users.

3. PERSIMMONY DATABASE CUSTOMIZATION

Licensor will provide customization* to all existing database elements and modules, at no additional fee, in order to meet the needs of the County. See “Attachment 1: Requirements” for the list of requirements.

** Provide customization in accordance to Attachment 1. If a request is made to make custom changes to fields not currently in the database and would require an undue amount of time and effort not anticipated at the time of entering into this agreement, then both parties would agree upon the scope of those changes and Persimmony would provide an estimate of time and fees to complete that work.*

4. PERSIMMONY DATA EXPORTS

Licensor will provide data exports (in txt, .csv, xlsx, or .xls formats) that can be generated by the County Project Manager/Administrator at any time of all County-owned data within the database at no additional fee. Data export requests by County can be requested throughout the term of this Agreement. Requests must be accomplished within five business days from the date of notice.

5. HOSTING SERVER ACCESSIBILITY AND UPTIME

Licensor will host the software on servers provided by Latisys located in Irvine, California and should be made available 24-hours a day, seven days a week for 365 days. Licensor can utilize up to 4 hours per

EXHIBIT A
STATEMENT OF WORK (SOW)

month for system maintenance. System maintenance may occur during the week from 11PM to 4AM or on the weekends and consists of routine software and hardware maintenance including but not limited to Citrix/XenServer patches, Windows patches, Citrix Software upgrades, patches for plug-ins, Server Firmware, and backup software upgrades. County agrees to maintain all client computers which access Licensor's server to be free of viruses, worms or other malicious software. Licensor shall not be liable for data loss related to malicious software contained within the data of or with any correspondence of County. Recommended configuration is a minimum of Windows 7 and maintains supported operating systems, screen resolution of 1024x768, and internet access. Licensor shall not be held responsible for user's computer hardware or software failures which restrict the users' ability to access the Software. Licensor shall provide 24 hour access to its server; server access may be unavailable in the planned event of routine maintenance, unexpected hardware failure, malicious attacks such as denial of service attacks, or other unforeseeable events which restrict outside access to the server. Licensor shall perform secure routine backups of all data. Licensor shall provide secure restorable copy of backup data to County within three business days of the routine backup. Licensor shall maintain backups throughout the term of this Agreement.

6. SOFTWARE TRAINING

Licensor shall provide Train-The-Trainer and Just-In-Time Video Training to County authorized users.

7. PERFORMANCE

A. PLACE OF PERFORMANCE

Licensor shall perform a majority of the work at its own facility. Licensor shall be required to meet either via conference call or on-site once per week (day and time will be provided by County) for a weekly status meeting

B. PERSIMMONY POINT OF CONTACT

Licensor shall, under the terms and conditions of this Agreement provide project management services to assist County in implementing and using Licensor's Software. Licensor shall notify County of any changes in the name or address shown below:

Project Managers Contact Information:

Persimmony International, Inc.
33 Endless Vista
Aliso Viejo, CA 92656
Office Direct (909) 338-6525
Mobile: (909) 744-4785
Fax (949) 770-5550

C. TIMELINE

All work must be scheduled to complete as stated in the Project Plan. Any modifications or extensions will be requested through Public Health Director and Contract authority for review and discussion.

The period of performance for the customization effort shall begin from execution date of the Agreement through testing and production deployment, approximately 9 months.

EXHIBIT A
STATEMENT OF WORK (SOW)

8. ACCEPTANCE CRITERIA

Public Health Director or designee will be responsible for acceptance of all project deliverables. The Public Health Director or designee will maintain a small team of advisors in order to ensure the completeness of each stage of the project and that the scope of work has been met.

EXHIBIT A
STATEMENT OF WORK (SOW)

Attachment 1: Requirements

The requirements below include overall functional capabilities that are presently inherent within the Software. The requirements noted in this attachment will be used to track, test and monitor the overall capabilities.

The Software shall:

- Provide synchronization between Persimmony and NSO (NFP) and the Software.
- Provide ability to collect all required NFP information and specific client data for home charting through the use of interactive forms.
- Provide the ability to support client care, perform case monitoring and outcomes measurements.
- Provide case management services reminders with online client referral processes for both outgoing and incoming referral tracking.
- Provide ability to track and reconcile referrals to enhance nurse case management efforts.
- Provide ability for County to modify fields or add forms/assessments without additional costs.
- Provide ability to run real-time reports on all nurses, clients and program outcomes in relation to the client demographics (e.g., foster children, handicapped, etc.).
- Provide ability to export all County-owned data in prescribed formats.
- Integrate data collection and reporting for NFP, County, Medi-Cal Administrative Activities (MAA) and Targeted Case Management (TCM) reports.
- Provide ability to capture TCM data and apply TCM billing codes required for program reimbursement.
- Provide ability to capture MAA Time Study.
- Facilitate family and client level data collection and reduce duplication of data entries for similar names and allow for easily matching of family members.
- Provide effective, user-friendly computer screens that simplify the data collection activity.

COST FEES: Humboldt County Includes Persimmony's BEST PRICE Partner Discount¹

YEAR 1	20-User Block Minimum ² + Quarterly True-up for Number of Users Charged Each Quarter	User Licencing		Training, 1st Tier Admin Support & 2nd Tier Support**	One-time Implemeantion and Initial Database Setup & Customization	Data Migration and Optimization of Data	BEST PRICE Partner Discount*	TOTAL ANNUAL FEES	
		Number of Users	License Fees Per User*						Sub-Total
	ECM Year 1 Months 1-6: Pro Bono User License Fees!	40	\$ 2,500	\$ 50,000	\$ 3,500 Program: Nursing	\$ 10,000 Nursing Program	\$ 10,000 Netsmart Migration	\$ (15,000)	\$ 79,000
	ECM Year 1 Months 7-12: 20-User Minimum + True-Up			\$ 50,000	\$ 3,500 Program: NFP	\$ 7,000 NFP Program	\$ 10,000 NFP Migration		
				\$ 50,000	\$ 7,000	\$ 17,000	\$ 20,000	\$ (15,000)	\$ 79,000

YEAR 2	20-User Block Minimum ² + Quarterly True-up for Number of Users Charged Each Quarter	User Licencing		Training, 1st Tier Admin Support & 2nd Tier Support**	BEST PRICE Partner Discount*	TOTAL ANNUAL FEES	
		Number of Users	License Fees Per User*				Sub-Total
	ECM Year 2: 20-User Minimum + True-Up	40	\$ 2,600	\$ 104,000	\$ 3,500 Program: Nursing	\$ (10,000)	\$ 101,000
				\$ 104,000	\$ 7,000	\$ (10,000)	\$ 101,000

YEAR 3	20-User Block Minimum ² + Quarterly True-up for Number of Users Charged Each Quarter	User Licencing		Training, 1st Tier Admin Support & 2nd Tier Support**	BEST PRICE Partner Discount*	TOTAL ANNUAL FEES	
		Number of Users	License Fees Per User*				Sub-Total
	ECM Year 3: 20-User Minimum + True-Up	40	\$ 2,704	\$ 108,160	\$ 3,500 Program: Nursing	\$ (5,000)	\$ 110,160
				\$ 108,160	\$ 7,000	\$ (5,000)	\$ 110,160

¹ **Persimmony's BEST PRICE Partner Discount** is added to County Health Department Clients where the First 5 Organizaiton in that county is already using Persimmony's First 5 Online Database Solution.

*** License Fees:** Persimmony Licensing per Named User is inclusive of all fees for:

- System Maintenance and Programming
- ASP Operations
- User Licences
- Software Customization Support
- Server Software Licenses
- Server Hosting
- Server Maintenance
- Database Administration and Backups

A Year-Over-Year 4% increase is applied to User and User Block fees for the first 3 years of partnership - then locks in at Year 3 Rates for all additional years.

² Minimum Users Count allows **Persimmony's Quarterly True-Up** at the end of each quarter - ensuring you are charged only for the users utilizing the system that quarter. The Pricing chart shows the fees for the contract minimum number of users (20) that are charged each quarter. Added users above 20 just increase the User Licencing formula - no other added fees occur with additional users. Our Quarterly True-Up billing provides prorated Sub-Total fees based on ONLY the users who used the system that quarter.

**** 1st Tier Admin Support & 2nd Tier End-User Support:** Persimmony provides comprehensive first-tier support to the County's Administrator(s) and our online tools so all End Users can receive one-on-one virtual training and support **plus** Persimmony provides second-tier support for all Authorized Users if the County's Administrator is unable to troubleshoot the Users Database problems.

3-YEAR PERSIMMONY MAA ONLINE ASP SOLUTION PRICING with BEST PARTNER DISCOUNT

PERSIMMONY MAA ONLINE ASP SOLUTION	Contact Term Year 1	Contact Term Year 2	Contact Term Year 3
	Number of Users		
	20	20	20

Standard Persimmony MAA Online Database System and Annual Server Hosting and Licensing Fees ■ System Maintenance and Programming ■ ASP Operations ■ User Licenses ■ Software Support and Help Desk ■ Server Software Licenses ■ Server Hosting ■ Server Maintenance ■ Database Administration and Backups	\$1,500	\$1,560	\$1,622
Technical Assistance and Support ■ Dedicated Data Coaching and Assistance ■ Data Quality Assurance ■ Partnership with Evaluator	Included	Included	Included
ASP Maintenance Sub-Total	\$1,500	\$1,560	\$1,622
Initial Setup & Customization Services ■ Initial Setup and Customization	\$3,000	N/A	N/A
Persimmony ECM Best Partner Discount ■ If Persimmony ECM Partner then 50 Free MAA Licenses/yr.	(\$3,750)	(\$3,900)	(\$4,056)
TOTAL FEES	\$750	\$0	\$0

Price per User	\$75
Number of Users	20
ASP System + Server	\$ 1,500
with 4% Year Over Year Cost Increase for the first 3 Years - then locks in at Year 4.	

No charge if user count stays below 50 users

QUARTERLY INVOICE TRUE-UP (NUMBER OF USERS CHARGED QUARTERLY): At the end of each quarter we will establish the total number of active users for the preceeding quarter, using user report from the system to create that quarter's invoice.
MINIMUM NUMBER OF USER LICENSES: To continue Persimmony ASP service, at least 40 users need to be using the MAA Software each quarter and/or at least 40 users will be charged to continue Persimmony ASP MAA Software. User counts will be based on unqiue user logon/password logon reports run at the end of each quarter.

EXHIBIT C

**COUNTY OF HUMBOLDT
HIPAA BUSINESS ASSOCIATE AGREEMENT**

Recitals:

- A. COUNTY, as a "Covered Entity" (defined below) wishes to disclose certain information to PERSIMMONY INTERNATIONAL, INC., hereafter known as the "BUSINESS ASSOCIATE" (defined below) pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI") (defined below).
- B. COUNTY and BUSINESS ASSOCIATE intend to protect the privacy and provide for the security of PHI disclosed to BUSINESS ASSOCIATE pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information and Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.
- C. As part of the HIPAA Regulations, the Privacy Rule and Security Rule (defined below) requires COUNTY to enter into an Agreement containing specific requirements with BUSINESS ASSOCIATE prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations ("C.F.R") and contained in this Agreement.

The parties agree as follows:

1. Definitions

- a. **Breach** shall have the meaning given to such term under the HITECH Act and HIPAA Regulations [42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402].
- b. **Breach Notification Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.
- c. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

- d. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.
- g. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
- h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to the term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- k. **Protected Information** shall mean PHI provided by COUNTY to BUSINESS ASSOCIATE or created, maintained, received, or transmitted by BUSINESS ASSOCIATE on COUNTY's behalf.
- l. **Security Incident** shall have the same meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.304.
- m. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- n. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.

2. **Obligations of Business Associate**

- a. **Permitted Uses.** BUSINESS ASSOCIATE shall use Protected Information only for the purpose of performing BUSINESS ASSOCIATE's obligations under the Agreement and as permitted or required under the Agreement, or as required by law. Further, BUSINESS ASSOCIATE shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by COUNTY. However, BUSINESS ASSOCIATE may use Protected Information as necessary (i) for the proper management and administration of BUSINESS ASSOCIATE; (ii) to carry out the legal responsibilities of BUSINESS ASSOCIATE; or (iii) as required by law. [45 C.F.R. Sections 164.504(e)(2), 164.504(e)(4)(i)].

- b. **Permitted Disclosures.** BUSINESS ASSOCIATE shall disclose Protected Information only for the purpose of performing BUSINESS ASSOCIATE's obligations under the Agreement and as permitted or required under the Agreement, or as required by law. BUSINESS ASSOCIATE shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by COUNTY. However, BUSINESS ASSOCIATE may disclose Protected Information as necessary (i) for the proper management and administration of BUSINESS ASSOCIATE; (ii) to carry out the legal responsibilities of BUSINESS ASSOCIATE; or (iii) as required by law. If BUSINESS ASSOCIATE discloses Protected Information to a third party, BUSINESS ASSOCIATE must obtain, prior to making any such disclosure, (i) reasonable *written* assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Agreement and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BUSINESS ASSOCIATE of any breaches, suspected breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with paragraph 2.l. of the Agreement, to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)].

- c. **Prohibited Uses and Disclosures.** BUSINESS ASSOCIATE shall not use or disclose PHI other than as permitted or required by the Agreement, or as required by law. BUSINESS ASSOCIATE shall not use or disclose Protected Information for fundraising or marketing purposes. BUSINESS ASSOCIATE shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which PHI solely relates [42 U.S.C. Section 17935(a) and 45 C.F.R. Section 164.522(a)(vi)]. BUSINESS ASSOCIATE shall not directly or indirectly receive remuneration in exchange for Protected

Information, except with prior written consent of COUNTY and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2), and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however this prohibition shall not affect payment by COUNTY to BUSINESS ASSOCIATE for services provided pursuant to the Agreement.

- d. **Appropriate Safeguards.** BUSINESS ASSOCIATE shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Agreement, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including but not limited to, 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BUSINESS ASSOCIATE shall comply with the policies, procedures and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. [42 U.S.C. Section 17931].
- e. **Business Associate's Subcontractors and Agents.** BUSINESS ASSOCIATE shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of COUNTY, agree in writing to the same restrictions and conditions that apply to COUNTY with respect to such Protected Information and implement the safeguards required by paragraph 2.d. above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BUSINESS ASSOCIATE shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- f. **Access to Protected Information.** If BUSINESS ASSOCIATE maintains a designated record set on behalf of COUNTY, BUSINESS ASSOCIATE shall make Protected Information maintained by BUSINESS ASSOCIATE or its agents or subcontractors in Designated Record Sets available to COUNTY for inspection and copying within five (5) days of a request by COUNTY to enable COUNTY to fulfill its obligations under state law [California Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(e)]. If BUSINESS ASSOCIATE maintains Protected Information in electronic format, BUSINESS ASSOCIATE shall provide such information in electronic format as necessary to enable COUNTY to fulfill its obligations under the HITECH Act and HIPAA Regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. Section 164.524.

- g. **Amendment of PHI.** If BUSINESS ASSOCIATE maintains a designated record set on behalf of COUNTY, within ten (10) days of a request by COUNTY for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BUSINESS ASSOCIATE and its agents and subcontractors shall make such Protected Information available to COUNTY for amendment and incorporate any such amendment or other documentation to enable COUNTY to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If an individual requests an amendment of Protected Information directly from BUSINESS ASSOCIATE or its agents or subcontractors, BUSINESS ASSOCIATE must notify COUNTY in writing within five (5) days of the request and of any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- h. **Accounting of Disclosures.** Within ten (10) days of a request by COUNTY for an accounting of disclosures of Protected Information, BUSINESS ASSOCIATE and its agents and subcontractors shall make available to COUNTY the information required to provide an accounting of disclosures to enable COUNTY to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by COUNTY. BUSINESS ASSOCIATE agrees to implement a process that allows for an accounting to be collected and maintained by BUSINESS ASSOCIATE and its agents and subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BUSINESS ASSOCIATE maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. If a patient submits a request for an accounting directly to BUSINESS ASSOCIATE or its agents or subcontractors, BUSINESS ASSOCIATE shall within five (5) days of the request forward it to COUNTY in writing.
- i. **Governmental Access to Records.** BUSINESS ASSOCIATE shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to COUNTY and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BUSINESS ASSOCIATE's compliance with

HIPAA [45 C.F.R. Section 164.504(e)(2)(ii)(I)]. BUSINESS ASSOCIATE shall provide COUNTY a copy of any Protected Information and other documents and records that BUSINESS ASSOCIATE provides to the Secretary concurrently with providing such Protected Information to the Secretary.

- j. **Minimum Necessary.** BUSINESS ASSOCIATES, its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)]. BUSINESS ASSOCIATE understands and agrees that the definition of “minimum necessary” is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes “minimum necessary.”
- k. **Data Ownership.** BUSINESS ASSOCIATE understands that BUSINESS ASSOCIATE has no ownership rights with respect to the Protected Information.
- l. **Notification of Possible Breach.** BUSINESS ASSOCIATE shall notify COUNTY within twenty-four (24) hours of any suspected or actual breach of Protected Information; any use or disclosure of Protected Information not permitted by the Agreement; any security incident (i.e., any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system) related to Protected Information, and any actual or suspected use or disclosure of data in violation of any applicable federal or state laws by BUSINESS ASSOCIATE or its agents or subcontractors. The notification shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been, or is reasonably believed by the BUSINESS ASSOCIATE to have been accessed, acquired, used, or disclosed, as well as any other available information that COUNTY is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited, to 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available. BUSINESS ASSOCIATE shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws. [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

- m. **Breach Pattern or Practice by Business Associate's Subcontractors and Agents.** Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e)(1)(ii), if BUSINESS ASSOCIATE knows of a pattern or activity or practice of a subcontractor or agent that constitutes a material breach or violation of the subcontractor or agent's obligations under the Agreement or other arrangement, BUSINESS ASSOCIATE must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, BUSINESS ASSOCIATE must terminate the Agreement or other arrangement if feasible. BUSINESS ASSOCIATE shall provide written notice to COUNTY of any pattern of activity or practice of a subcontractor or agent that BUSINESS ASSOCIATE believes constitutes a material breach or violation of the subcontractor or agent's obligations under the Agreement or other arrangement within five (5) days of discovery and shall meet with COUNTY to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.
- n. **Audits, Inspection and Enforcement.** Within ten (10) days of a request by COUNTY, BUSINESS ASSOCIATE and its agents and subcontractors shall allow COUNTY or its agents or subcontractors to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BUSINESS ASSOCIATE has complied with this Agreement or maintains adequate security safeguards. BUSINESS ASSOCIATE shall notify COUNTY within five (5) days of learning that BUSINESS ASSOCIATE has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights or other state or federal government entity.

3. Termination

- a. **Material Breach.** A breach by BUSINESS ASSOCIATE of any provision of this Agreement, as determined by COUNTY, shall constitute a material breach of the Agreement and shall provide grounds for *immediate* termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. **Effect of Termination.** Upon termination of the Agreement for any reason, BUSINESS ASSOCIATE shall, at the option of COUNTY, return or destroy all Protected Information that BUSINESS ASSOCIATE or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by COUNTY, BUSINESS ASSOCIATE shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible

[45 C.F.R. Section 164.504(e)(ii)(2)(J)]. If COUNTY elects destruction of the PHI, BUSINESS ASSOCIATE shall certify in writing to COUNTY that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI.

4. **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, and the HIPAA regulations.

Sole Source Justification
For DHHS Contract or Purchase Order (PO)

The sole source justification for the selected contractor/vendor's services is for a: New <input checked="" type="checkbox"/> or Renewed <input type="checkbox"/> Contract <input checked="" type="checkbox"/> or Purchase Order <input type="checkbox"/>		
No.	Contract Information	
	Brief Description of Goods or Services to be Acquired Under this Contract or PO:	Electronic case management and time management service application for Public Health Nursing.
1	Legal Name of Contractor Selected for this Contract/PO:	Persimmony International, Inc.
2	Contractor's Address and Contact Information:	Address: 33 Endless Vista, Aliso Viejo, CA 92656 Phone: 949-770-5551 Email: 949-770-5550
3	Maximum Payment Amount for Contract/PO Term:	\$290,910
4	Was Contract Awarded as the Result of a Request for Proposal (RFP) Process:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If "No", explain: Please see attached page
5	Is Contractor/Vendor a Sole Source Supplier for the Goods or Services Required by the Scope of Work (SOW) for this Contract/PO:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If response is "Yes," explain reason for sole source in Section 6 below:
6	Justification for Sole Source is indicated by the checked response(s) as follows:	<input checked="" type="checkbox"/> Unicity , i.e. the required goods or services are only available from one single supplier (one-of-a-kind, parts maintenance, compatibility, standard compliance); or <input type="checkbox"/> Immediacy , i.e. the delivery date or delays resulting from competitive solicitation are not acceptable; or <input type="checkbox"/> Emergency , i.e. the delays resulting from other methods of solicitation are not bearable; or <input type="checkbox"/> Legitimacy , i.e. the specific context(s) (geographic, contractual, political, legal, military, security, etc.) may allow such a non-competition of sources; or <input checked="" type="checkbox"/> Inadequacy , all other available sources are inadequate (compatibility, compliance, price, quality, service, support, etc.); or <input type="checkbox"/> Exigency , i.e. any other specific reason dictating the choice of a given provider.

Instructions: a Sole Source Justification form should be completed for each new or renewal contract or purchase order that requires approval by the Humboldt County Purchasing Agent or Board of Supervisors. The completed form should be attached to the related Purchase Order Requisition or Board Agenda Item Route Slip.

Sole Source Statement:

Public Health Nursing participates in Medi-Cal Administrative Activities (MAA), Targeted Case Management (TCM) and Nurse Family Partnership (NFP) which has significant documentation requirements set forth by the state and federal government. Persimmony is the only product that includes both NFP and TCM in their solution, by moving to Persimmony it will allow all of the programs in Public Health Nursing to use a single software application. Persimmony has a strategic relationship with NFP that allows data to be transferred without duplicate data entry. Currently NFP staff complete a data collection form by hand which is then given to a clerical person to input into the NFP database. With the direct interface between NFP and Persimmony the data will only be handled once as the case manager inputs the data into the system, it will then be automatically uploaded into the NFP data system, this will save staff time and reduces errors.

For Targeted Case Management (TCM) case managers currently document home visits and encounters for TCM using Netsmart Insight. This involves charting the visit, creating a care plan, and generating a billing document which is printed. The billing document is then given to fiscal who manually inputs the charges into the state system, this process generates unintentional errors and missed revenue. The Persimmony solution will generate the case plan based on case manager's documentation, generate a billing document and automatically upload the document to the state TCM billing system. This greatly reduces missed revenue and billing errors as well as saving on staff time and reducing audit errors for TCM billing and documentation.

The Persimmony product has been presented at the MAA/TCM annual conference along with Netsmart products as solutions for electronic medical records for nurse home visiting. Both products were reviewed by a team of staff and found that Netsmart does not have the NFP interface and direct upload to TCM for billing. Persimmony is the only company that offers a complete package for electronic case management, automatic encounter billing upload, automatic NFP database upload and time survey processing.

We reached out to other counties using Persimmony and found that they also found it to be sole source. Humboldt County asked for and received a copy of Stanislaus County's sole source justification documentation for their agreement with Persimmony. This documentation was reviewed by County Purchasing and was found to support the use of sole source.

Persimmony has the following unique features:

- Direct link for TCM for encounter billing upload
- Direct link with NFP data warehouse
- TCM documentation features that meet TCM audit requirements

Below is a list of other counties in California that use Persimmony:

- Contra Costa County Public Health - *Persimmony Client since July 2008*
- Los Angeles County Public Health - *Persimmony Client since May 2015*
- Napa County Public Health - *Persimmony Client since April 2011*
- San Luis Obispo Public Health Agency - *Persimmony Client since July 2013*
- Solano County Public Health - *Persimmony Client since April 2012*
- Sonoma County Public Health - *Persimmony Client since June 2011*
- Stanislaus County Health Services Agency - *Persimmony Client since March 2015*
- San Diego County Public Health - *Currently in implementation stage with Persimmony*