

**FIRST AMENDMENT
APPLICATION SERVICE PROVIDER AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
PERSIMMONY INTERNATIONAL, INC.
FOR FISCAL YEARS 2015-16 THROUGH 2020-21**

This First Amendment to the Application Service Provider Agreement with Persimmony International, Inc. dated March 8, 2016, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Persimmony International, Inc., a Nevada Corporation with offices at 33 Endless Vista, Aliso Viejo, CA, 92656, hereinafter referred to as "LICENSOR," is entered into this 16 day of April, 2019.

WHEREAS, COUNTY, by and through its Department of Health and Human Services – Public Health Nursing ("DHHS – PH Nursing"), desired to use and operate LICENSOR's software to create customized, nursing program-specific charting forms and assessments for ECM, and time study tracking for the purposes of partial reimbursement from the State of California using the Target Case Management (TCM) and Medi-Cal Administrative Activities (MAA) programs; and

WHEREAS, on March 8, 2016 COUNTY and LICENSOR entered into an Agreement ("Application Service Provider Agreement") for ECM and Time Management Solutions for charting and staff time study entry and submission; and

WHEREAS, the Application Service Provider Agreement was renewed on March 8, 2019; and

WHEREAS, the parties now desire to amend certain provisions of the Application Service Provider Agreement in order to increase the amount payable thereunder and update the Scope of Services;

NOW THEREFORE, the parties mutually agree as follows:

1. The Application Service Provider Agreement is hereby amended to delete Exhibit A – Statement of Work (SOW) and replace in its entirety with the modified Scope of Services that is attached hereto and incorporated herein by reference. The modified version of Exhibit A – Scope of Services attached hereto shall supersede any and all prior versions thereof.
2. Exhibit B – Persimmony Electronic Case Management (ECM) Pricing is hereby amended and is attached hereto and incorporated herein by reference. The modified version of Exhibit B – Persimmony Electronic Case Management (ECM) Pricing attached hereto shall supersede any and all prior versions thereof.
3. The Application Service Provider Agreement is hereby amended to include the following provision regarding counterpart execution:

"11.22 COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement, and any amendments hereto, for all purposes."

4. Except as modified herein, the Application Service Provider Agreement executed on March 8, 2016 shall remain in full force and effect. In the event of a conflict between the provisions of this First Amendment and the original Application Service Provider Agreement, the provisions of this First Amendment shall govern.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this First Amendment as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

PERSIMMONY INTERNATIONAL, INC.:

By: 

Date: 3/25/2019

Name: Michael Kogus

Title: President


By: 

Date: 3/25/2019

Name: Michael Kogus


Title: Secretary

COUNTY OF HUMBOLDT:

By: 
Rex Bohn
Chair, Humboldt County Board of Supervisors

Date: 4/16/19

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: 
Risk Management

Date: 03/26/2019

LIST OF EXHIBITS:

- Exhibit A - Scope of Services
- Exhibit B - Persimmony Contract Amendment Budget

EXHIBIT A
SCOPE OF SERVICES
Persimmony International, Inc.
Fiscal Years 2018-19 through 2020-21

LICENSOR will provide the COUNTY with access to their propriety software developed and maintained by Persimmony International, Inc. and referred to herein as Electronic Case Management (“ECM”) Module. Included in the ECM Module is a scheduling and time study component for employees assigned to the Nursing Division. LICENSOR will provide the COUNTY with access to their propriety time study software developed and maintained by Persimmony International, Inc. and referred to as the Medi-Cal Administrative Activities (“MAA”) Module. The ECM Module and MAA Module are collectively referred to herein as the “Software.” LICENSOR will provide a Persimmony Project Coordinator to report problems as they arise for the timely resolution and tracking of all problems reported by the designated COUNTY Project Manager/Administrator (“COUNTY” for the purposes of this Software support provision).

1. **SERVICES:**

LICENSOR will provide the following services:

Persimmony Software Requirements. The requirements below include overall functional capabilities that are presently inherent within the Software, as well as, the ability to customize forms and assessments to meet the specific needs of the different nursing home-visiting programs that utilize the Software. The requirements noted below will be used to track, test and monitor the overall capabilities. The Software shall:

- Provide synchronization between Persimmony and National Service Office (“NSO”) for the national, evidence-based home visiting nursing program, Nurse-Family Partnership (“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.

Persimmony Software Support. LICENSOR will provide a Persimmony Project Coordinator to report Software problems to and troubleshooting and support for system problems will be handled in accordance with the following specifications:

- Online support requests made by the COUNTY 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 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 LICENSOR's technical support via phone, online or e-mail. The COUNTY 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 (4) hours of the initial request.
- LICENSOR 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) and program supervisors who will be helping the COUNTY 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 problems directly with the users.

Persimmony Data Exports:

- LICENSOR software shall include tools for COUNTY to export COUNTY-owned data on demand.
- 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.

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 month for system maintenance. System maintenance may occur during the week from 11:00 PM to 4:00 AM 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.
- 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 maintain backups throughout the term of this Agreement.

Software Training:

- LICENSOR shall provide remote training to the designated COUNTY Project Manager/Administrator, as needed.
- Just-In-Time Video Training to COUNTY authorized users via the Persimmony platform.

2. SCHEDULE:

All services are to be rendered throughout the term of the contract.

3. DELIVERABLES:

LICENSOR shall provide:

- Software support for all nursing programs utilizing the ECM Module to document in client charts. COUNTY staff are to report problems to their immediate supervisor who will consolidate and report problems to the COUNTY Administrator. The COUNTY Administrator will work with the assigned Persimmony Project Coordinator to resolve all reported problems and will communicate progress and solution options to COUNTY staff.
- Software support for all staff documenting their time studies in the MAA Module. COUNTY staff are to report problems to their immediate supervisor who will consolidate and report problems to the COUNTY Administrator or designee. The COUNTY Administrator or designee will work with the assigned Persimmony Project Coordinator to resolve all reported problems and will communicate progress and solution options to COUNTY staff.
- Training to the designated COUNTY Administrator, including, directions on how to customize forms and assessments, training on creating customized reports to support programs and staff using the Persimmony software, training on new features and updates, as needed.
- Access to the reports module to ensure that the COUNTY has access to their data for reporting, tracking, compliance purposes, and data exports.

4. ACCEPTANCE CRITERIA:

The 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.

5. REPORTING REQUIREMENTS:

Target Case Management (TCM) Reporting Requirements:

- Ability to download TCM encounters for upload to the California state interface for all Medi-Cal and non-Medi-Cal clients.
- Ability to export time studies in a format which complies with TCM requirements. Ability to upload reports utilized for reporting time study results within Public Health and for the purpose of the TCM Cost Report.
- Ability to track and report encounters. All encounters reported to California state must have the client's names (or mother's name if client is a minor), client's date of birth (and mother's DOB if client is a minor), client's Medi-Cal Number, Beneficiary Number, or Social Security Number, date of TCM service, name of the provider agency, and the name or ID number of the case manager rendering the service.
- Ability to link TCM and MAA service activities to Public Health Nursing Programs within the time study portion of the ECM Module for internal cost reports.
- Ability to verify non-duplication of claims using the software's reporting module.
- Ability to identify client characteristics that put the client into defined target populations with supporting documentation to validate that the client is eligible for TCM services.
- Ability to pull data to verify TCM compliance requirements, such as, dates of contact between assigned case managers and clients, ability to identify initial and follow-up encounters, diagnoses, referrals to services, client demographic data, name of the provider agency and the case manager providing each service, location each service is rendered (home, office, other).
- Ability to document and report on the following TCM documentation requirements: assessment (initial and follow-up), comprehensive service plan, consultation and linkages to services, assistance in accessing services, crisis assistance planning, and periodic reviews.
- Ability for program supervisors to review case notes of all program staff and supervisor sign-off on TCM required components listed above.
- Ability to track TCM timeline compliance criteria that TCM case managers must meet with client within 30 days of a scheduled service linkage and periodic review of the comprehensive service plan must be done every six months.

Medi-Cal Administrative Activities Reporting Requirements:

- Ability to link TCM and MAA service activities to MAA Claiming Units within the time study portion of the ECM Module for internal cost reports.
- Ability to export time studies in a format which complies with MAA and TCM requirements. Ability to upload reports utilized for reporting time study results within Public Health and for the purpose of the MAA invoices.

6. PLACE OF PERFORMANCE:

LICENSOR shall perform a majority of the work at its own facility. LICENSOR shall be available to meet either via conference call on an as needed basis; COUNTY will work with LICENSOR to coordinate a date and time.

7. COUNTY RESPONSIBILITIES:

The COUNTY is responsible for the following:

- COUNTY agrees to maintain all computers used by COUNTY's staff 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.
- COUNTY understands that the recommended configuration is a minimum of Windows 7 and maintains supported operating systems, screen resolution of 1024x768, and high speed internet access.
- COUNTY understands that LICENSOR shall not be held responsible for COUNTY's computer hardware or software failures which restrict the users' ability to access the Software.
- COUNTY shall designate a COUNTY Project Manager/Administrator and a designated COUNTY back-up to work directly with the Persimmony Project Coordinator for training, software customization and to serve as a liaison when reporting problems to Persimmony.

EXHIBIT B
SCHEDULE OF RATES
Persimmony International, Inc.
Fiscal Years 2018-19 through 2020-21

Operational Costs	
Item: Electronic Case Management (ECM) Software Module Description: Access & maintenance of the ECM software module for nursing staffs' notes and time studies.	\$ 359,561.00
Item: Medi-cal Administrative Activities (MAA) Software Module Description: Access & maintenance of the MAA software module for time study reimbursements for Healthy Communities staff and Nursing Division support staff.	\$ 10,560.00
Total Operational Costs:	\$ 370,121.00
Other Costs	
Item: Linking the ECM Module to Executime Time Card System for automatic cross-checking of staff time cards to staffs' time studies. Description: Special one-time project to link two systems Persimmony, ECM Module & Executime) for cross-checking between time studies and time cards and to ensure that there are no discrepancies between staffs' time studies in the ECM to their submitted time cards.	\$ 3,900.00
Item: Linking the MAA Module to Executime Time Card System for automatic cross-checking of staff time cards to staffs' time studies. Description: Special one-time project to link two systems Persimmony, MAA Module & Executime) for cross-checking between time studies and time cards and to ensure that there are no discrepancies between staffs' time studies in the MAA to their submitted time cards.	\$ 2,925.00
Total Other Costs:	\$ 6,825.00
Total* :	\$ 376,946.00
¹ Payment for ECM users is based on quarterly users who have logged into the Persimmony ECM module using their assigned login and password.	
² Payment for MAA users is based on quarterly users who have logged into the Persimmony MAA module using their assigned login and password.	
* COUNTY may request additional services* from LICENSOR throughout the term of this agreement, which shall be reimbursed at \$195/hour. LICENSOR and COUNTY shall agree on the scope of work for additional services, and LICENSOR shall obtain COUNTY's approval in writing before beginning any additional services.	
LICENSOR will submit a quarterly billing invoice for active users in the ECM system and a separate quarterly billing invoice for active users in the MAA system.	

Exhibit B
Schedule of Rates
Persimmony Contract: Budget By Fiscal Year

User License Costs

Description	18/19 Q4	19/20	20/21
Electronic Case Management (ECM) Licensing Cost per user ¹	\$2,704	\$2,704	\$2,704
MAA Licensing Cost per user ²	\$84	\$84	\$87

Annual Costs

ECM User Licenses (up to 55 users, payment based on actual quarterly users)	\$37,180	\$148,720	\$148,720
MAA User Licenses (up to 55 users, payment based on actual quarterly users)	\$1,155	\$4,620	\$4,785
Training/1st Tier Admin Support (NFP Nursing Program)	\$1,000	\$4,000	\$4,450
Training/1st Tier Admin Support (Field Nursing Program)	\$1,000	\$4,000	\$4,450
Scanner Licenses (3 included) \$395	\$296	\$1,185	\$1,185
NSO Interface fee (at cost)	\$375	\$1,500	\$1,500
Sub-Total	\$41,006	\$164,025	\$165,090

One-Time Costs

Linking the MAA Modules to Executime		\$2,925	
Linking the ECM Modules to Executime		\$3,900	
Sub-Total	\$0	\$6,825	\$0

Total Of All Costs

Recurring Costs	\$41,006	\$164,025	\$165,090
One-time Costs	\$0	\$6,825	\$0
*Additional Services	\$0	\$0	\$0
Annual Costs	\$41,006	\$170,850	\$165,090
Grand Total Costs	\$376,946		

¹ Payment for ECM users is based on actual quarterly users who have logged into the Persimmony ECM module using their assigned login and password.

² Payment for MAA users is based on actual quarterly users who have logged into the Persimmony MAA module using their assigned login and password.

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LICENSOR will submit a quarterly billing invoice for active users in the ECM system and a separate quarterly billing invoice for active users in the MAA system.

Exhibit B
Schedule of Rates
Persimmony Contract: Breakdown of Budget Costs to be Billed to Public Health Programs by
Fiscal Year, Detailed

User License Costs			
Description	18/19 Q4	19/20	20/21
Electronic Case Management (ECM) Licensing Cost per user ¹	\$2,704	\$2,704	\$2,704
MAA Licensing Cost per user ²	\$84	\$84	\$87
Annual Costs			
Administration - Nursing Division	\$2,028	\$8,112	\$8,112
Additional remote scanning licenses	\$296	\$1,185	\$1,185
Adults - Field Nursing	\$3,380	\$13,520	\$13,520
Children-Family Services (CFS)	\$1,352	\$5,408	\$5,408
Nurse-Family Partnership (NFP)	\$9,464	\$37,856	\$37,856
Training/1st Tier Admin support for NFP	\$1,000	\$4,000	\$4,450
NSO Interface fee (at cost)	\$375	\$1,500	\$1,500
Parent-Child Field Nursing & SafeCare Subprogram	\$15,548	\$62,192	\$62,192
Training/1st Tier Admin Support (Field Nursing Programs)	\$1,000	\$4,000	\$4,450
Support Staff (Fiscal & DHHS-IS)	\$5,408	\$21,632	\$21,632
<i>Sub-Total for ECM Module</i>	<i>\$39,851</i>	<i>\$159,405</i>	<i>\$160,305</i>
Administration - Healthy Communities	\$42	\$168	\$174
Administration - Nursing Division	\$42	\$168	\$174
Clinic	\$126	\$504	\$522
Support Staff (Fiscal & DHHS-IS)	\$189	\$756	\$783
Healthy Communities	\$756	\$3,024	\$3,132
<i>Sub-Total for MAA Module</i>	<i>\$1,155</i>	<i>\$4,620</i>	<i>\$4,785</i>
Re-occurring Costs Sub-Total	\$41,006	\$164,025	\$165,090
One-Time Costs			
Linking the MAA Modules to Executime		\$2,925	
Linking the ECM Modules to Executime		\$3,900	
One-time costs Sub-Total	\$0	\$6,825	\$0
Total Of All Costs			
Recurring Costs	\$41,006	\$164,025	\$165,090
One-time Costs	\$0	\$6,825	\$0
*Additional Services	\$0	\$0	\$0
Annual Costs by Fiscal Year	\$41,006	\$170,850	\$165,090
Grand Total Costs		\$376,946	
¹ Payment for ECM users is based on actual quarterly users who have logged into the Persimmony ECM module using their assigned login and password.			
² Payment for MAA users is based on actual quarterly users who have logged into the Persimmony MAA module using their assigned login and password.			
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LICENSOR will submit a quarterly billing invoice for active users in the ECM system and a separate quarterly billing invoice for active users in the MAA system.

Exhibit B
Persimmony Contract: Breakdown of Budget Costs to be Billed to Public Health Programs by Fiscal Year, Summary

User License Costs

Description	18/19 Q4	19/20	20/21
Electronic Case Management (ECM) Licensing Cost per user ¹	\$2,704	\$2,704	\$2,704
MAA Licensing Cost per user ²	\$84	\$84	\$87

Annual Costs

Administration - Nursing Division, <i>includes remote scan licenses, Fiscal support staff, & DHHS-IS support staff</i>	\$7,732	\$30,929	\$30,929
Adults - Field Nursing	\$3,380	\$13,520	\$13,520
Children-Family Services (CFS)	\$1,352	\$5,408	\$5,408
Nurse-Family Partnership (NFP), <i>includes 1st tier admin support & NSO interface</i>	\$10,839	\$43,356	\$43,806
Parent-Child Field Nursing & SafeCare Subprogram, <i>includes 1st tier admin support</i>	\$16,548	\$66,192	\$66,642
Sub-Total for ECM Module	\$39,851	\$159,405	\$160,305
Healthy Communities, <i>includes HC admin staff, HC general staff, & half of the Fiscal support staff with MAA access</i>	\$893	\$3,570.00	\$3,697.50
Nursing Division Administration, <i>includes half of the Fiscal support staff with MAA access</i>	\$137	\$546.00	\$565.50
Clinic	\$126	\$504	\$522
Sub-Total for MAA Module	\$1,155	\$4,620	\$4,785
Re-occurring Costs Sub-Total	\$41,006	\$164,025	\$165,090

One-Time Costs

Linking the MAA Modules to Executime		\$2,925	
Linking the ECM Modules to Executime		\$3,900	
One-time costs Sub-Total	\$0	\$6,825	\$0

Total Of All Costs

Recurring Costs	\$41,006	\$164,025	\$165,090
One-time Costs	\$0	\$6,825	\$0
*Additional Services	\$0	\$0	\$0
Annual Costs by Fiscal Year	\$41,006	\$170,850	\$165,090
Grand Total Costs	\$376,946		

¹ Payment for ECM users is based on actual quarterly users who have logged into the Persimmony ECM module using their assigned login and password.

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