

**COUNTY OF MONTEREY STANDARD AGREEMENT
(MORE THAN \$100,000)**

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
eCare Manage, Inc.,
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION.

1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide Senior level support services for the ERP Upgrade to include: Senior IT Strategist, Senior ERP Project Manager, and Senior Technical Writer.

2.0 PAYMENT PROVISIONS.

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ 2,066,000.00.

3.0 TERM OF AGREEMENT.

3.01 The term of this Agreement is from November 1, 2015 to June 30, 2017, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.

4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

- Exhibit A** Scope of Services/Payment Provisions
- Exhibit B** Terms & Conditions, eCare Manage Inc.
- Exhibit C** Additional Terms & Conditions, County of Monterey
- Exhibit D** Sample Monthly Activity Report

5.0 PERFORMANCE STANDARDS.

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS.

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION.

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION.

- 8.01 CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS.

9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to

the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

- 9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION.

- 11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal,

state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

12.01 If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR.

13.01 In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14.0 NOTICES.

14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Michael J. Miller, Auditor-Controller	Jim Fenstermaker, CEO/President
Name and Title	Name and Title
168 W Alisal Street, Floor 3 Salinas, CA 93901	15513 Via La Gitana Carmel Valley, CA 93924
Address	Address
831-755-5040	415-322-8605
Phone	Phone

15.0 MISCELLANEOUS PROVISIONS.

- 15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

-----*This section left blank intentionally*-----

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

By: Kay Reeman
County Counsel

Date: 1/20/16

Approved as to Fiscal Provisions²

By: Michael P. Miller
Auditor/Controller

Date: Feb. 26, 2016

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

eCare Manage, INC.
Contractor's Business Name*

By: [Signature]
(Signature of Chair, President, or Vice-President)*

Jim Fenstermaker
Name and Title
Date: 11/02/15

By: _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Date: _____
Name and Title

County Board of Supervisors' Agreement Number: _____, approved on (date): _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

Executive Summary

Statement of Work which defines services and deliverables eCare Manage, Inc. (eCare) shall provide to the Office of the Auditor-Controller (A-C) and Natividad Medical Center (NMC) under the terms of the Professional Services Agreement (referred to as the “Agreement” for the remainder of this document) made between the County of Monterey A-C and eCare.

Scope of Work

eCare will provide three (3) senior level consultants to assume the following roles: Senior IT Strategist, Senior ERP Project Manager, and Senior Technical Writer. These consultants will work on the County’s upgrade to CGI Advantage 3.10 under the following roles and area of responsibility, and report directly to Michael Miller, Auditor-Controller.

- **Office of Auditor-Controller (A-C) – Managed Services Data Center (Sr. IT Strategist)**
The A-C will require a **Senior IT Strategist** to provide technical leadership and support for the design and installation of a managed network and data center infrastructure required to support the production and non-production environments of an ERP upgrade to CGI Advantage, release 3.10.
- **Office of Auditor-Controller (A-C) – ERP 3.10 Upgrade (Sr. ERP Project Manager)**
The A-C will require a **Senior ERP Project Manager** to provide technical project leadership and support for the CGI Advantage ERP upgrade from the current working release 3.7 to the new CGI Advantage, release 3.10.
- **Office of Auditor-Controller (A-C) – ERP 3.10 Upgrade (Sr. ERP Technical Writer)**
The A-C will require a **Senior ERP Technical Writer** to develop, manage and control the standards for documentation needed for supporting the CGI Advantage ERP upgrade from the current working release 3.7 to the new CGI Advantage, release 3.10.

In addition to the summarized duties expected of this position, the A-C also requires the designated consultants to perform the following full list of duties:

Senior IT Strategist (Data Center – ERP Managed Services & Co-location)

Duties:

- Provide senior thought leadership on the design and development of data center services and infrastructure, network availability, security, and data integrity issues to ensure overall compliance with mandated standards such as those required by AICPA and other accounting regulatory agencies
- Provide senior thought leadership regarding the development and maintenance of co-location and managed datacenter strategies, policies and procedures for: Security Mgmt., Infrastructure Mgmt., Application Mgmt., and Service Delivery. Also ensure overall compliance with health care regulatory agency mandated standards such as those required by the Joint Commission and HIPAA
- Provide strategic recommendations for the information technology plans regarding migration of the A-C data center, and NMC co-location
- Analyze and recommend consulting, vendor and or internal County services as needed

- Analyze data center purchases and ongoing managed services to determine their effect on the existing environments and their compatibility with identified strategic direction
- Develop and recommend information technology strategies, goals, objectives, policies and priorities to identified data center strategy
- Serve as an Information Technology representative within information technology-related discussion groups; and coordinate and communicate with management regarding technology related development and its potential impact on existing activities and strategies
- Provide an assessment of the data center design and service performance for discussion and review among management teams, and other associated groups and individuals
- Prepare management reports and deliver presentations to individuals and or groups as needed or requested
- Physically be present on-site at A-C, or NMC (4) days a week or as schedule allows due to illness, vacation, conferences or off-site meetings
- Complete all other duties as assigned by County

Senior ERP Project Manager (ERP 3.10 Upgrade)

Duties:

- provide technical project leadership and support for the CGI Advantage ERP upgrade from the current working release 3.7 to the new CGI Advantage, release 3.10
- work with CGI and A-C leadership to build a comprehensive project plan to support the CGI Advantage ERP upgrade
- help strategize project objectives by working with team members to help define project priorities and milestones
- collaborate with all team members and users to review and understand data workflow
- facilitate the creation and maintenance of all necessary documentation related to the project including: policy and process for programs and applications in use and/or newly developed
- recommend and implement tools associated with project management to improve productivity
- respond promptly and appropriately to issues raised by stakeholders and team members
- prepare management reports and deliver presentations when needed
- include business-continuity planning (inclusive of all ERP data systems) within the project
- ensure overall compliance with mandated standards

Senior ERP Technical Writer (ERP 3.10 Upgrade)

Duties:

- Write, develop and maintain documentation in accordance to the requirements defined by the Project Manager and Subject Matter Experts (SMEs)
- Work with the Project Manager and Project Team to develop and implement documentation standards that align with ERP upgrade needs
- Synthesize complex technical and functional information into accurate and concise documentation
- Develop ERP documentation and online templates for specifications, user guides, training curricula, and tutorials

- Participate in business analysis and technical discussions with SMEs, Business Analysts, Project Coordinators and consultants
- Align documentation content and materials to the target audience's level of need
- Organize and maintain the file structures and naming conventions for all technical, functional and user documentation
- Perform other documentation or support duties as required

Pricing Summary & Payment Provisions

Pricing is based on actual time and material. The hourly rate covers all applicable travel and expenses.

Title	Rate/hr.	Hrs./Wk.	Term	Total
Senior IT Strategist	\$300/hr.	30	86	\$774,000
Senior ERP Project Manager	\$225/hr.	40	86	\$774,000
Senior Technical Writer	\$175/hr.	40	74	\$518,000
Agreement Not to Exceed:				\$2,066,000

Effective Term: November 1, 2015 through June 30, 2017 (86 weeks)

Invoicing and payment shall be in accordance with the Standard Agreement language, § 6.0 and Exhibit C, Additional Terms & Conditions.



eCare Manage, Inc.
IT Healthcare Solutions

November 1, 2015

Terms & Conditions

Exhibit B

Terms & Conditions

- A. Mutual Non-Hire – to ensure a mutually beneficial relationship, both parties agree to avoid hiring each other’s employees, either directly or through third parties, for a period of 8 months following the expiration of this agreement. Any breaching party shall be liable for 45% of the recruited employee’s first year salary.

Additional Terms & Conditions:

13.0 INDEPENDENT CONTRACTOR

- 13.02 CONTRACTOR agrees that neither the CONTRACTOR nor its employees shall have any claim under this Agreement, or otherwise, against the County for employment compensation, Workers' Compensation, unemployment compensation or insurance, vacation pay sick leave, retirement benefits, Social Security benefits, disability insurance benefits, or any other form of employee benefits.
- 13.02.1 It is expressly agreed by the parties that no work, act, commission or omission of CONTRACTOR or any of CONTRACTOR's employees shall be construed to make or render CONTRACTOR or any CONTRACTOR's employees, the agent, employee or servant of the County.
- 13.02.2 It is expressly agreed by the parties hereto that County is not liable for CONTRACTOR employees under the Affordable Care Act.
- 13.02.3 In furtherance of this Section, CONTRACTOR agrees to defend, indemnify and hold the County harmless from any costs, fees or penalties that might be assessed the County should another body hold or determine that a CONTRACTOR employee performing pursuant to this Agreement is also an employee of the County.
- 13.03 CONTRACTOR and its employees shall not use for personal gain or make other improper use of privileged information, which is acquired in connection with the temporary employment services associated with this Agreement.
- 13.03.1 In this connection, the term "*privileged information*" includes, but is not limited to, unpublished information relating to technological development, land use, property owners, claims and litigations, and knowledge of selections of future contractors.
- 13.03.2 CONTRACTOR and its employees shall not offer gifts, gratuity, favors, or entertainment directly or indirectly to County employees.
- 13.04 CONTRACTOR shall be responsible for all withholding and tax reporting for individuals assigned for service to County.
- 13.05 CONTRACTOR rates paid by the County encompass all tax and benefit responsibilities and obligation for individuals assigned for service to County.

16.0 CONTRACTOR REPORTING REQUIREMENT

- 16.01 CONTRACTOR shall provide County two electronic copies of a Monthly Activity report to accompany invoice. The report shall be in an Excel spreadsheet format and shall include the following (Exhibit D - Sample Report template):
- 16.02.1 Name of each assigned temporary employee
- 16.02.2 Last four digits of the employee's Social Security Number
- 16.02.3 Current Job Classification
- 16.02.4 Department Unit of the current assignment
- 16.02.5 Start date of current assignment
- 16.02.6 Hours worked by employee in the report month
- 16.02.7 Cumulative hours worked for County by employee for the applicable fiscal year
- 16.02.8 Bill Rate
- 16.02.9 Pay Rate
- 16.02 Copies of the report described in 16.01, above, shall be delivered by the 10th of the month following initial assignment, and shall be sent to the originating department obtaining services of that temporary employee(s) and to the Monterey County Human Resources Director, 168 W Alisal Street, Floor 3, Salinas, CA 93901. Both the invoice and Monthly Activity report must be presented prior to release of payment.
- 16.03 Any reports, data, or other information, given to, prepared by or assembled by CONTRACTOR which the County requests, shall be kept confidential and shall not be made available to any individual or organization by CONTRACTOR without the prior written approval of the County.

17.0 CONTRACTOR REPORTING REQUIREMENT FOR MEMBERS OF PUBLIC EMPLOYEE RETIREMENT SYSTEM (PERS)

- 17.01 CONTRACTOR shall identify in writing to County any *PERS annuitant* or any individual with *prior PERS affiliation* who is sent to report for County service under the AGREEMENT, at least four hours prior to the individual being assigned by CONTRACTOR for service to County.
- 17.02 The term “identify” is defined for purposes of this section to include both (1) the CONTRACTOR’s employee name and (2) the last four digits of the employee’s Social Security Number.
- 17.03 The term “PERS annuitant” is defined for purposes of this section as a person who has retired from a PERS agency and who is receiving a retirement allowance from PERS.
- 17.04 The term “PERS affiliation” is defined for purposes of this section to mean the CONTRACTOR’s employee had previously worked for a governmental entity that participates or participated in PERS.
- 17.05 Should CONTRACTOR fail to properly identify a PERS annuitant or a CONTRACTOR employee with prior PERS affiliation, CONTRACTOR shall be held responsible for any costs assessed, or eligible to be assessed, by PERS relating to the assignment to the County of such individual.

18.0 CONTRACTOR WITHHOLDING REQUIREMENT FOR QUALIFYING MEMBERS OF PUBLIC EMPLOYEE RETIREMENT SYSTEM (PERS)

- 18.01 CONTRACTOR acknowledges and accepts responsibility for paying all benefits for CONTRACTOR employees that qualify for PERS while assigned to County, to include the “Employee” portion of any PERS contribution.
- 18.02 COUNTY acknowledges responsibility to pay County share of PERS contributions for CONTRACTOR employees that qualify for PERS.
- 18.03 CONTRACTOR invoices shall be accompanied by Monthly Activity reports as described in 16.0 of this Exhibit C. Said reports shall be used by County to determine qualification of CONTRACTOR employee for PERS contributions. At such time as a CONTRACTOR employee may qualify for PERS, County will perform calculations to determine amounts required by PERS to be contributed by County and by “Employee.” Employee PERS amounts withheld from CONTRACTOR invoice payments to pay Employee portion of PERS contributions and paid to PERS.
- 18.04 CONTRACTOR Employee contribution deductions will be in accordance with the rules and regulations of the Public Employee Retirement Law (PERL), and determined by their qualifying date.

