

Agreement with Palm Beach County and the Alzheimer's Community Care, Inc.

Re: Palm Beach County ISS Services

Agreement

This Agreement ("Agreement") for Information Technology ("IT") services is entered into this _____ day of _____, 2013, by and between the Alzheimer's Community Care, Inc., a Florida Non-Profit corporation, Federal Employer ID #311481653, ("Non-Profit Organization"), and Palm Beach County ("County"), a political subdivision of the State of Florida. This Agreement rescinds and replaces existing Agreement R2006-2759, dated 12/19/2006.

WITNESSETH THAT:

WHEREAS, the Board of County Commissioners, on behalf of the County, may enter into agreements in the common interest of the people of the County; and

WHEREAS, more effective, efficient, and reliable public services will result from the County and the Non-Profit Organization sharing IT resources rather than duplicating facilities and increasing the cost burden borne by both the County taxpayers and Non-Profit Organization funders; and

WHEREAS, in recognizing these facts, the Non-Profit Organization and the County desire to enter into such an agreement which provides for the joint use of such IT resources and establishes policies for their use by each organization.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the parties do mutually agree as follows:

Section 1 Purpose

The purpose of this Agreement is to provide IT services to the Non-Profit Organization for the purposes described in the attached Exhibits A & B.

Section 2 Approval

The County approves of the Non-Profit Organization's participation in the use of the County's IT resources and any other services as specified in the attached Exhibits A & B.

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Section 3 Exhibits

The attached Exhibits A & B made a part hereof, delineates the services to be provided to the Non-Profit Organization by the County through its Information Systems Services (ISS) Department, identifies the roles and responsibilities of The County and the Non-Profit Organization in this regard, and sets forth an issue, communication, escalation and resolution process, as well as methodologies for billing and paying the service charges for IT services.

Section 4 Term

The term of this Agreement including Exhibits A & B, unless terminated as provided herein, is for a period of one (1) year. This Agreement, Exhibits A & B shall automatically be renewed annually unless either party gives written notice of termination as provided for in Section 6 herein. The effective date is the date of approval by the Board of County Commissioners.

Section 5 Resale of IT Services

The Non-Profit Organization shall not share or resell any portion of the County's IT infrastructure or services in any manner not approved of in this Agreement or without explicit written consent from Palm Beach County, which consent shall not be unreasonably withheld.

Section 6 Termination for Convenience

Either party may terminate its participation in this Agreement upon sixty (60) days written notice to the other party. Notwithstanding the foregoing, each party shall endeavor to provide the other party with as much advance notice as practicable if it contemplates that it might desire to terminate this Agreement, so as to allow the non-terminating party the maximum amount of time to make alternative plans to replace the lost services/revenue. In such event, the terminating party shall pay all sums due through the effective date of the termination.

Section 7 Indemnification and Hold Harmless

The Non-Profit Organization shall protect, defend, reimburse, indemnify and hold the County, its agents, employees and elected officers harmless from and against all claims, liability,

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expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of the Non-Profit Organization.

The parties to this Agreement acknowledge the potential of unlawful hacking to gain surreptitious access into confidential systems. The County has deployed reasonable steps and safeguards as part of a Network security program, but these systems may not be able to defeat every attempt to gain unlawful access to applications or data. Each party is responsible for protecting its own applications, databases, and servers. Each party however shall review each other's security procedures and notify each other with reasonable promptness of concerns or issues regarding the same.

Section 8 Insurance

Insurance requirements are identified by the services obtained and are included in the Exhibit(s).

Section 9 Damage Caused by Disasters

Should the County's IT infrastructure be damaged or destroyed by a natural or man-made event to the extent that the cost to repair or replace these services becomes economically unfeasible, this Agreement is automatically terminated at the sole discretion of the County, unless the governing bodies of both the Non-Profit Organization and the County authorize its continuation and associated funding to repair or restore the affected area(s).

Section 10 Miscellaneous

No provision in this Agreement shall provide to any person not a party to this Agreement any remedy, claim, or cause of action, or create any third-party beneficiary rights against either party. In the event that any one or more of the provisions in this Agreement shall for any reason be held to have no force and effect, this Agreement shall, if possible, be interpreted in a manner so as to effectuate the intention of the parties. Provisions contained in this Agreement that, by their sense and context, are intended to survive the suspension or termination of this Agreement

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shall so survive. All disputes related to this Agreement shall in the first instance be referred to the appropriate executives of each party for resolution.

Section 11 Notice

Any notice, request, instruction, demand, consent, or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered either by hand or by certified mail, postage prepaid, and certified return receipt requested to the following addresses or such other addresses as the parties may provide to each other in writing:

To: NON-PROFIT ORGANIZATION:

Attention: Mark Cornett, Chief Operating Officer
Alzheimer's Community Care, Inc.
800 Northpoint Parkway, Suite 101-B
West Palm Beach, FL 33407
(Telephone: 561-683-2700)

With a copy to: Mary M. Barnes, President & CEO
Alzheimer's Community Care, Inc.
800 Northpoint Parkway, Suite 101-B
West Palm Beach, FL 33407
(Telephone: 561-683-2700)

To: COUNTY: Robert Weisman, County Administrator
c/o Steve Bordelon, Information Systems Services Director
Palm Beach County Board of County Commissioners
301 N. Olive Avenue, 8th floor
West Palm Beach, FL 33401
(Telephone: 561-355-2394)

With a copy to: County Attorney's Office
Palm Beach County Board of County Commissioners
301 N. Olive Avenue, Suite 601

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West Palm Beach, FL 33401
(Telephone: 561-355-2225)

Section 12 Entire Agreement

This Agreement represents the entire agreement between the Non-Profit Organization and the County and supersedes all prior agreements or representations, whether written or oral, with respect to the subject matter hereof. No provision of this Agreement may be changed or amended except by written agreement signed by both Agencies. This Agreement shall be binding upon the Non-Profit Organization and the County and their respective successors and assigns.

Section 13 [Omitted]

Section 14 Participation

This Agreement shall not be construed against the party who drafted the same as all parties to this Agreement have participated in drafting the same.

Section 15 Venue for Dispute Resolution

This Agreement shall be construed in accordance with the laws of the State of Florida. Should any litigation arise from this Agreement, venue shall lie in Palm Beach County, Florida.

Section 16 Binding Agreement

This Agreement is binding upon the parties hereto, their heirs, successors, and assigns.

Section 17 Subject to Funding

The County's performance and obligation to pay under this Agreement for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

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Section 18 Nondiscrimination

Both parties warrant and represent that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression.

Section 19 Access and Audits

The Non-Profit Organization shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing any work under this Agreement for at least three (3) years after completion or termination of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Non Profit Organization's place of business.

Section 20 Inspector General

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts/agreements, transactions, accounts and records, to require the production of such records, and to audit, investigate, monitor, and inspect the activities of the Non-Profit Organization, its officers, agents, employees, and lobbyists in order to ensure compliance with contract/agreement requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

Section 21 Regulations, Licensing Requirements

The Non-Profit Organization shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The Non-Profit Organization is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

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ATTEST:

Sharon R. Bock, Clerk & Comptroller

**Palm Beach County, By Its
Board of County Commissioners**

By: _____
Deputy Clerk

By: _____
, Chair

(SEAL)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS**

By: Paul F. J.
County Attorney

By: Steve Bordelon
Steve Bordelon, Director, ISS

Alzheimer's Community Care, Inc.

By: Mary M. Barnes
Mary M. Barnes, President/CEO

Witness:

By: Teresa Longfield
(Signature), (Printed Name)

Teresa Longfield, Executive Assistant

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Re: Palm Beach County Application Services

EXHIBIT A

PALM BEACH COUNTY INFORMATION SYSTEMS SERVICES (County) APPLICATION SERVICES

The purpose of this Exhibit is to delineate the application services to be provided to the Alzheimer's Community Care, Inc. ("Non-Profit Organization") by Palm Beach County ISS (County) to identify the roles and responsibilities of the County and the Non-Profit Organization in this regard, to establish a problem resolution and issue escalation procedure, and to specify associated costs and payment requirements.

These application services originally commenced on 12/19/2006.

Section A: General Requirements for Application Services

Application Services must be approved by both County and the Non-Profit Organization if said connection affects the County network as set forth in Exhibit B. However, all Application Services must meet the agreed-upon technical specifications.

County shall facilitate and conduct the functions involved in direct Non-Profit Organization interface, provide application development, project management and consulting services. Focus is directed to Non-Profit Organization needs in a shared partnership role in providing timely and cost effective end user information solutions.

County shall provide the Non-Profit Organization with access to the County's Application on a best-effort basis and otherwise provided herein.

Section B: Responsibilities for Application Services

The County shall be responsible for routine day-to-day management of County Application and provide a non-exclusive license for Non-Profit Organization to use County Application. The County will develop, maintain and implement Application using appropriate technology, provide database services for development and production environments that are cost effective and provide end-user information solutions, and maintain existing Application to assure seamless business operations.

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The Non-Profit Organization is responsible to instruct and obligate its employees and agents to use the Application as a valuable asset of the County and agrees the Application shall not be used for any purposes other than internal data processing or related professional services as set forth in this Exhibit.

Section C: Application Services Ownership

The County shall own all rights, title and interest in and to the Application and materials, including but not limited to, software, data or information developed or provided by County and any methodologies, equipment, or processes used by the County to provide services to the Non-Profit Organization shall be deemed the sole and exclusive property of the County.

Section D: Application Connection & Availability

The Non-Profit Organization will be provided with a connection to the County Application as specified in this Exhibit & Exhibit B. The County will make every reasonable effort to limit outages and Application inaccessibility during the hosted Application hours of availability as set forth in this Exhibit.

Section E: Modifications to Application

The County will be responsible for all Application modifications. The County, at its sole discretion, will determine and repair any Application defects at its own expense. If the County is unable to repair the Application defects, the County will waive the sixty (60) day written notification provision within Agreement should Non-Profit Organization elect to terminate Agreement.

If the Non-Profit Organization proposes a modification to the Application, it shall notify and submit applicable documents to the County for approval. If modifications are approved, the Non-Profit Organization shall work cooperatively with the County and be solely responsible for payment of all costs associated with such modifications, unless there is a prior agreement with the County to participate in a cost-sharing arrangement for the modification.

The County shall review the modification proposals as soon as practicable and will render recommendations with regard to the proposed modification. Any modification that may cause

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disruption or interference of Application to users shall be coordinated with the appropriate technical staff of both the Non-Profit Organization and the County. The County agrees to perform such work at a time and manner to minimize disruption and interference to the Application users.

Section F: Application Interference

The County will determine cause of Application interference as set forth in Exhibit B. The County will utilize its best efforts to prevent any unanticipated Application interferences.

Section G: Damage Caused by Disasters

Should the connection access to the County Application sustain damage, the repair or replacement shall be determined as set forth in Exhibit B.

Section H: Application Security

Non-Profit Organization will ensure that each Application user account is exclusively for that user and is kept confidential. The Non-Profit Organization shall comply with all governmental rules and regulations, including Health Insurance Portability and Accountability Act (HIPAA), if applicable in the collection, handling and transfer of data stored within the Application.

Section I: Description of Application Hosting Services

A. Baseline Application Services from the County will include:

1. one-time setup and installation fee for deployment and access to the County's Senior Tracking and Referral System (STARS) Application as set forth in Section N of this Exhibit;
2. provide STARS Application hosting services, excluding County holidays, on Monday through Friday from 8:00am to 6:00pm EST and Saturdays from 8:00am to 4:00pm EST;
3. provide a secure and dedicated access point for access to the STARS Application over the internet;
4. modify programs and create schema necessary for access to the STARS Application;

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5. allocate and configure Oracle database instance;
6. provide required disk space for database installation;
7. monitor Application, database and server environments and perform routine maintenance services;
8. monitor and retain daily back-ups of database files, which will be performed after hours, whenever possible; if data restoration is necessary, the time to restore data files from a back-up copy will vary substantially depending on a number of factors including, but not limited to, the severity of the corruption and whether the restorable back-up copy is on site or has to be retrieved; the County will use reasonable efforts to restore data files; however, the County will have no liability if it is unable to do so;
9. provide ISS Disaster Recovery Plan documentation; the County may invoke all or part of this Plan or any means necessary to protect data files upon successful confirmation of penetration to County Application; Non-Profit Organization accepts that County may elect to terminate access to hosting environment until such time as service can be restored in a secure manner; in this event, County will notify Non-Profit Organization of measures taken to protect data files;
10. provide STARS Application documentation;
11. provide STARS training materials;
12. provide up to 80 hours of initial training to a maximum of seven (7) individuals.

B. Non-Profit Organization Responsibilities will include:

1. for ensuring computers meet initial minimum requirements for software: Windows 7 and Internet Explorer 8, and at least DSL connectivity internet speed; County will provide updates to these minimum requirements to Non-Profit Organization as required;
2. for installing the PowerBuilder application from media provided by the County, correctly configuring, and maintaining the computer environment used to access Application hosted by County;
3. provide end-user training to staff.

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Section J: Protocol for Reporting Application Service Problems

All Application issues should first be reported to the Non-Profit Organization's IT support staff. If the Non-Profit Organization's initial diagnosis of the reported problem indicates that it is related to an Application Services issue, the IT technician should report the Application problem, including any error messages, to the County Network Operations Center at 561-355-HELP (4357). All Application problems reported by the Non-Profit Organization will be recorded and tracked in the County's Automated Help Desk System until problem resolution and service restoration. Response time service levels are established at the time the call is reported based on the severity of the issue. The service level target for problem diagnosis and response to the Non-Profit Organization is within one (1) hour of the reported problem. The County also employs an escalation process for problems which are not resolved according to the established standards.

Section K: Application Service and Maintenance

The County shall notify the Non-Profit Organization designee as to the time of any planned service, maintenance or repair work to hosted Application. County represents that it has verified that neither the County nor the County's contractors, nor any of their respective employees, agents, or representatives who have been convicted or who are currently under investigation for a crime delineated in Florida Statutes §435.04 shall have access to Non-Profit Organization owned buildings under the Agreement.

Section M: Issue Escalation Contacts

Palm Beach County ISS

Palm Beach County 24x7 ISS Help Desk: 561-355-HELP (4357)

Fernando Cevallos, Senior Manager, ISS Application Services
561-355-2704 (office)
561-718-2938 (cell)

Archie Satchell, Director of ISS Application Services
561-355-3275 (office)
772-979-6607 (cell)

Phil Davidson, Deputy Director of ISS
561-355-3956 (office)

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561-722-3349 (cell)

Steve Bordelon, Director of ISS
561-355-2394 (office)
561-386-6239 (cell)

Non-Profit Organization Information Services

Harry Delgado, IT Specialist
561 683-2700 ext. 114 (office)
561 313-4541 (cell)

Anne M. Costello, Vice President of Finance
561-683-2700 ext. 116 (office)

Section N: Fees and Charges for Application Services

One of the goals of this Agreement is to establish the lowest competitive pricing for the County's Application Services provided to the Non-Profit Organization.

The County will serve as project manager and incur all costs associated with the installation and connection of Application at the Non-Profit Organization's building. The Non-Profit Organization will be responsible for reimbursement to the County of said costs, as listed and described in the Table below under "Installation Charges".

Service charges, as listed and described in the Table below, will be assessed on a monthly basis, and the County will invoice the Non-Profit Organization quarterly.

Non-Profit Organization Application Services and Billing Matrix		
INSTALLATION SERVICES – One Time Cost	Hours	Cost
Network Setup	5	\$625
Database Setup	16	\$2,000
Disaster Recovery Setup	6	\$750
Server and Disk Storage Setup	5	\$625
Initial Setup and Installation for Deployment	217	\$27,125
TOTAL INSTALLATION SERVICES		\$31,125

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TRAINING SERVICES	Hours	Cost
System Setup and End User Training	80	\$5,200
TOTAL TRAINING SERVICES		\$5,200
YEARLY APPLICATION HOSTING SERVICES	Hours	Cost
Application Monitoring	36	\$4,500
Database Administration	52	\$6,500
Database Backup	52	\$6,500
Oracle Annual Maintenance	n/a	\$6,512
Server Maintenance	10	\$1,250
TOTAL YEARLY APPLICATION HOSTING SERVICES		\$25,262
Monthly County Charges		\$2,105
<p><u>Explanation of Charges:</u></p> <p><u>Installation Charges</u> – This is a billable cost. The work has been completed and paid in full by the Non-Profit Organization in the amount of \$31,125 under R2006-2759, dated 12/19/2006.</p> <p><u>Training Charges</u> – This is an estimated cost. Requested Training to date has been completed and paid in full by the Non-Profit Organization in the amount of \$4,125 under R2006-2759, dated 12/19/2006. Any additional training shall be on an as needed basis as requested and invoiced per hour on a monthly basis.</p> <p><u>Monthly County Charges</u> – The monthly charge paid by the Non-Profit Organization for Application Hosting Services.</p> <p><u>Yearly Charges</u> – The total annual recurring charges, excluding installation and training charges, paid by the Non-Profit Organization.</p>		

N1. Billing and Payment

The County shall submit quarterly invoices to the Non-Profit Organization which shall include a reference to this Agreement and identify the amount due and payable to the County. Payment will be made in accordance with the Florida Local Government Prompt Payment Act, as amended, which also establishes a process and remedies for non-compliance.

Section O: Additional IT Services

Upon request for assistance, the ISS Director may, at the Director's discretion, permit staff resources to assist the Non-Profit Organization in the execution of certain information

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technology responsibilities. These additional services can be requested by submitting a Task Order (Attachment 1). These services will be charged at the rate of \$125/hour with a not-to-exceed cost of \$50,000 per Task Order. These services may also require the purchase of additional resources, including but not limited to hardware and software. The Non-Profit Organization is responsible for all associated costs for these additional resources. An estimate for each Task Order will be available upon request by the Non-Profit Organization. The Non-Profit Organization agrees to fully reimburse the County for all costs associated with the rendering of the County staff assistance and/or information technology resources. If the cost of services exceeds \$50,000, the Task Order shall be approved by the Board of County Commissioners.

Section P: Annual Review of Fees and Charges

The County reserves the right to review the fees and charges included in this Exhibit on a yearly basis and make appropriate rate adjustments. Should an adjustment be warranted, sixty (60) day notice will be provided. Any such rate adjustments shall be reduced to writing via an Amendment to be executed by all parties.

Section Q: Insurance

This section does not apply to Application Services.



Attachment 1
Palm Beach County
Information Systems Services
Task Order < \$50,000

Task Order #:

Original Agreement #R:

Organization requesting services: Alzheimer's Community Care, Inc.

Type of Service:

Location of Service:

Contact Name:

Contact Phone:

Contact eMail:

Requested Date for Completion:

Description of Service/Deliverables +/-

Estimated Amount:

ISS Project Manager/Director: _____ Date: _____
Name/Title

Project Office: _____ Date: _____
Name/Title

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: Steve Bordelon, Director, ISS

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

ALZHEIMER'S COMMUNITY CARE, INC.

COUNTY ATTORNEY

Name, Title

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Re: Palm Beach County Network Services

EXHIBIT B

PALM BEACH County INFORMATION SYSTEMS SERVICES (County) NETWORK SERVICES

The purpose of this Exhibit is to delineate the network services to be provided to the Alzheimer's Community Care, Inc. ("Non-Profit Organization") by Palm Beach County ISS (County) to identify the roles and responsibilities of the County and the Non-Profit Organization in this regard, to establish a problem resolution and issue escalation procedure, and to specify associated costs and payment requirements.

Section A: General Requirements for Network Services

Network services must be approved by both County and the Non-Profit Organization if said connection affects the entire network. However, all network services must meet the agreed-upon technical specifications.

County shall provide the Non-Profit Organization with access to the County's network on a best-effort basis and as otherwise provided for herein.

Section B: Responsibilities for Network Management

The County shall be responsible for the routine, day-to-day management of the County network. Each party shall be responsible for day-to-day administration of the network routes which they individually own.

The County shall be responsible for maintaining the primary network and all auxiliary components of the network which exclusively serve County facilities. The County shall also maintain auxiliary portions of the network which service both the County and Non-Profit Organization owned facilities. The Non-Profit Organization shall maintain that portion of its own network which exclusively serves its facilities.

The County shall monitor bandwidth utilization on any network link between the County and the Non-Profit Organization.

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Should the County perform repair and maintenance functions on behalf of the Non-Profit Organization, it is with the understanding that the County's responsibility extends only to the Non-Profit Organization "demarcation point." The demarcation point is the location which defines where issues of maintenance responsibilities begin and end, considered to be the County-owned network equipment inside each of the Non-Profit Organization's buildings or facilities connected to the County network. The County will be responsible for maintaining all network infrastructures to the point of the network equipment connection to the Non-Profit Organization demarcation point(s). Entrance facilities at Non-Profit Organization owned locations from the road to demarcation point belong to the Non-Profit Organization, whereas the fiber within may belong to the County.

Maintenance and restoration work provided by the County shall be limited to the fiber optic cable and service drops, the individual fibers within the cable and service drops, all 802.16 radio equipment, and the County routers installed at the Non-Profit Organization. The County shall have no obligation or right to perform maintenance or restoration on any electronics or other equipment owned by the Non-Profit Organization or any third party. Notwithstanding the foregoing, should the need arise for maintenance or restoration; the parties hereto may agree to an amendment to this Agreement permitting the County to perform maintenance or restoration on Non-Profit Organization owned electronics or other equipment.

The County shall provide maintenance to the County owned and operated equipment on a 7-day/24-hour basis and may contract for repair services when deemed necessary. The County shall abide by agreed upon security requirements of the Non-Profit Organization. In the event that an outside contractor is needed, the County shall select, supervise, and coordinate with the contractor to complete the repair.

Section C: Network Equipment Ownership

The County, as represented by the County, shall own all of its network equipment and assets. The Non-Profit Organization shall continue to maintain ownership of its current network assets. Only the County is permitted to connect, expand, or otherwise routinely modify its network components. Furthermore, any and all technological changes relative to the network will be implemented at the discretion of the County. Notwithstanding the foregoing, the County agrees to use its best efforts to keep pace with technological changes.

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Should the Non-Profit Organization receive grant funds to assist with the construction or maintenance of the network, any provisions, limitations, or restrictions associated with the grant(s) shall not affect or apply to the County, and vice versa.

Section D: Network Connection

The Non-Profit Organization will be provided with a connection to the Palm Beach County fiber network to meet the network service requirements as specified in this Exhibit. The Non-Profit Organization shall pay the installation charges and monthly charges as set forth in this Exhibit.

Section E: Modifications to Network

If the Non-Profit Organization proposes a modification or connection of a new building to the network, it shall notify and submit any applicable construction documents to the County at least thirty (30) calendar days prior to the date construction activities are expected to commence. Should the planned activities of the Non-Profit Organization require the network to be upgraded, the Non-Profit Organization shall be solely responsible for payment of all costs associated with such modifications, unless there is prior agreement with the County to participate in a cost-sharing arrangement for the modification.

The County shall review the modification proposals as soon as practicable and will render recommendations with regard to the proposed modification. Any modifications or connections to the network that may cause disruption or interference of service to any network users shall be coordinated with the appropriate technical staff of both the Non-Profit Organization and the County. The County agrees to perform such work at a time and in a manner to minimize disruption and interference to the network users.

When either the Non-Profit Organization or the County enters into a contract with an outside contractor for network-related services which benefit only that party, the contracting party shall be individually responsible for remitting payment to the contractor performing work on the network, and the non-contracting party shall not be responsible or held liable for such payment. However, proposed changes to the network must be communicated in writing to the County for review and approval. The parties however agree to comply with network security provisions.

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Section F: Network Interferences

The County shall have no requirement to purchase, install, operate, or maintain any equipment on the premises of the Non-Profit Organization. However, should any equipment owned by the Non-Profit Organization render any harmful interference to the County's network equipment, The County may disconnect any or all Non-Profit Organization owned network connections after informing the Non-Profit Organization's designated technical Point of Contact (POC) of the underlying reasons for the planned action to disconnect network facilities. Immediate efforts will focus on attempting to resolve or remove the threat conditions. The County shall be the sole party to determine if harmful interference has impacted the County network. The County will utilize its best efforts to prevent any unanticipated network outages should interferences be noted.

Section G: Damage Caused by Disasters

Should the network sustain damage to an Auxiliary Route used only by either the Non-Profit Organization or the County, the owning party shall determine if the cable will be repaired or replaced.

Section H: Network Security

The parties to this Exhibit acknowledge the potential of unlawful hacking to gain surreptitious access into confidential systems. The County has implemented reasonable steps and safeguards as part of a network security program, but these systems may not be able to defeat every attempt to gain unlawful access to applications or data. Each party is responsible for protecting its own applications, databases, and servers. Each party, however, shall review each other's security procedures and notify each other with reasonable promptness of concerns or issues regarding the same.

Section I: Description of Services

A. Baseline services from the County will include:

1. ongoing maintenance of connectivity to the demarcation point(s);
2. central network security at the County router port that feeds the Non-Profit Organization network router connection;

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If necessary, security may shut down the Non-Profit Organization's entire building feed to protect the networked systems from computer worms and viruses.

3. network design;
4. acquisition and management of network assets;
5. installation or relocation of network connections, wiring upgrades, installation of bandwidth upgrades, or other specialized services;
6. network equipment installation and maintenance;
7. network security on the County side of the demarcation point;
8. monitoring of network performance;
9. trouble reporting and tracking;
10. maintenance of the environmental factors in the County's facilities and closets housing equipment crucial to the health and stability of the Network, including air conditioning, power conditioning, and UPS equipment; and
11. disaster recovery protection, system reliability, and stability during power outages.

B. Non-Profit Organization Responsibilities will include:

1. all intra-building network maintenance and security ;
2. ensuring that back-door connectivity behind the building router is prohibited;
3. provisioning of its Dynamic Host Configuration Protocol (DHCP) services;
4. building infrastructure connectivity;
5. all grid (jack), wiring identification, and tracking for the Non-Profit Organization owned facilities;
6. providing, where possible, network engineers or technicians to assist with all portions of network equipment attachments, from provisioning to troubleshooting;

Initial diagnostic actions will ideally be performed by the Non-Profit Organization technical staff to evaluate whether the cause of any system problem is associated with factors under the control of the Non-Profit Organization.

7. ensuring that network security hardware and software is installed in order to minimize the risk of a virus and surreptitious or otherwise inappropriate network entry;

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The Non-Profit Organization will ensure that security procedures, hardware, and software are in place to prevent unauthorized access to the County network from the Non-Profit Organization owned network property.

8. requesting changes in network equipment attachments services;
Requests for changes shall be submitted to ISS Director, or designee, for action. The Non-Profit Organization shall be advised of the disposition of the request within thirty (30) calendar days of submission. Such request shall include extension of network services to additional sites indentified by the Non-Profit Organization. The Non-Profit Organization shall be responsible for all reasonable costs associated with requested changes to network services approved by the County, which approval shall not be unreasonably withheld.
9. providing, at its expense, the following equipment and facilities at each Non-Profit Organization owned building (if required):
 - an environmentally stable and secure area large enough to accommodate a 19"-wide rack with a height up to 7 feet; and
This area shall contain two (2) dedicated electrical circuits for providing power to the switching equipment.
 - air conditioning units which deliver a capacity of BTUs to the equipment room as specified by the manufacturer of equipment installed at the Non-Profit Organization's site.
The Non-Profit Organization shall periodically monitor the air conditioning units to ensure temperatures are within acceptable limits.
10. adhering to a documented plan of security strategies deployed to prevent unauthorized access into the physical location(s) where network access could be gained, and ensuring that it has robust and efficient security software and procedures in place to prevent unauthorized access to the network; and
11. promptly paying for the County's charges, such charges being set out in Section N of this Exhibit, which charges will be invoiced quarterly.

Agreement with Palm Beach County and the Alzheimer's Community Care, Inc.

Re: Palm Beach County Network Services

Section J: Availability of County Network Service

The County will provide the Non-Profit Organization with access to the County network on a best-effort basis. The County's goal will be to provide 99.9% availability. The County reserves the right to prioritize its maintenance and recovery efforts, while at the same time providing availability to the Non-Profit Organization.

In the event that Network availability is documented by the County and declared by the Non-Profit Organization to be less than 99.9% for two (2) consecutive months, the Non-Profit Organization shall not be liable for service charges beyond the date of said declaration of non-performance until service is satisfactorily restored. The reduction of previously paid or dismissal of unpaid service fees will be calculated on a pro-rata basis.

Section K: Protocol for Reporting Network Service Problems

All service issues should first be reported to the Non-Profit Organization's IT support staff. If the Non-Profit Organization's initial diagnosis of the reported problem indicates that it is related to network connectivity (e.g., connection lost, slow response time) rather than a problem at the application, server, or desktop computer level, the IT technician should immediately report the service problem to the County Network Operations Center at 561-355-HELP (4357). All service problems reported by the Non-Profit Organization will be recorded and tracked in the County's Automated Help Desk System until problem resolution and service restoration. Response time service levels are established at the time the call is reported based on the severity of the issue. The service level target for problem diagnosis and response to the Non-Profit Organization is within one (1) hour of the reported problem. The County also employs an escalation process for problems which are not resolved according to the established standards.

Section L: Access for Network Service and Maintenance

The County shall coordinate with and obtain prior written approval from the Non-Profit Organization designee as to the time of any planned maintenance, repair, or installation work. However, the Non-Profit Organization shall provide the County with access to its equipment on a 24-hour/7-day per week basis. During normal business hours, the County shall ensure that all County personnel or contractors representing the County sign in prior to commencing any work, and sign out prior to leaving the facility. On weekends, holidays, or after normal business hours, the County's representative shall call the Non-Profit Organization to report any emergency that

Agreement with Palm Beach County and the Alzheimer's Community Care, Inc.

Re: Palm Beach County Network Services

requires access to any Non-Profit Organization owned facility. The Non-Profit Organization shall make reasonable efforts to arrange for access of the County's personnel as quickly as possible.

The County shall supply the Non-Profit Organization with a list of authorized County employees who will carry in their possession badges for identification purposes. All individuals permitted access to the Non-Profit Organization by the County must be fingerprinted and shall be subjected to a "background check". All of the County's contractors' employees, agents, contractors, and subcontractors must undergo a background check and fingerprinting in accordance with FBI CJIS security policies.

County represents that it has verified that neither the County nor the County's contractors, nor any of their respective employees, agents, or representatives who have been convicted or who are currently under investigation for a crime delineated in Florida Statutes §435.04 shall have access to Non-Profit Organization owned buildings under the Agreement.

Section M: Issue Escalation Contacts

Palm Beach County ISS

Palm Beach County 24x7 Network Services Help Desk: 561-355-HELP (4357)

Michael Butler, Director of ISS Network Services
561-355-4601 (office)
561-722-0850 (cell)

Phil Davidson, Deputy Director of ISS
561-355-3956 (office)
561-722-3349 (cell)

Steve Bordelon, Director of ISS
561-355-2394 (office)
561-386-6239 (cell)

Non-Profit Organization Information Services

Harry Delgado, IT Specialist
561 683-2700 ext. 114 (office)
561 313-4541 (cell)

Anne M. Costello, Vice President of Finance
561-683-2700 ext. 116 (office)

Agreement with Palm Beach County and the Alzheimer's Community Care, Inc.

Re: Palm Beach County Network Services

Section N: Fees and Charges for Network Connectivity and Related Services

One of the goals of this Agreement is to establish the lowest competitive pricing for the County's network services provided to the Non-Profit Organization.

The County will serve as project manager and incur all costs associated with the installation and connection of the network and network equipment at the Non-Profit Organization's building. The Non-Profit Organization will be responsible for reimbursement to the County of said costs, as listed and described in the Table below under "Installation Charges".

Service charges, as listed and described in the Table below, will be assessed on a monthly basis, and the County will invoice the Non-Profit Organization quarterly.

Non-Profit Organization Network Service and Billing Matrix						
Location	Service Start Date	Band-width	Installation Charges	Monthly County Charges	Monthly FL LambdaRail Charges	Yearly Charges (excl. Install)
800 Northpoint Parkway, Suite 101B, West Palm Beach, FL 33407	12/01/2013	3Mb	\$6,030.46	\$50	\$0	\$600
TOTALS			\$6,030.46	\$50	\$0	\$600
Explanation of Charges:						
<u>Installation Charges</u> – This is an estimated cost. The actual final cost for this installation will be billed to the Non-Profit Organization as a one-time invoice based on (1) the billing statement from the vendor for this work and (2) the actual cost to County of the equipment installed.						
<u>Monthly County Charges</u> – The monthly charge paid by the Non-Profit Organization based on the County Rate Sheet for Network Services.						
<u>Monthly Florida LambdaRail (FLR) Charges</u> – The FLR fee does not apply as usage is for transport only.						
<u>Yearly Charges</u> – The total annual recurring charges, excluding installation charges, paid by the Non-Profit Organization.						

The County has received approvals from the FLR for the Non-Profit Organization to be connected to the Palm Beach County fiber network and gain access to the FLR for either internet or transport purposes.

Agreement with Palm Beach County and the Alzheimer's Community Care, Inc.

Re: Palm Beach County Network Services

N1. Cost Components

The monthly FLR fee identified above includes direct costs incurred by the County to connect to the FLR. In the event the Board of Directors of the FLR implement a pricing change, the County agrees to review the financial impact and make appropriate rate adjustments.

N2. Billing and Payment

The County shall submit quarterly invoices to the Non-Profit Organization which shall include a reference to this Agreement and identify the amount due and payable to the County. Payment will be made in accordance with the Florida Local Government Prompt Payment Act, as amended, which also establishes a process and remedies for non-compliance.

Section O: Additional IT Services

Upon request for assistance, the ISS Director may, at the Director's discretion, permit staff resources to assist the Non-Profit Organization in the execution of certain information technology responsibilities. These additional services can be requested by submitting a Task Order (Attachment 1). These services will be charged at the rate of \$125/hour with a not-to-exceed cost of \$50,000 per Task Order. These services may also require the purchase of additional resources, including but not limited to hardware and software. The Non-Profit Organization is responsible for all associated costs for these additional resources. An estimate for each Task Order will be available upon request by the Non-Profit Organization. The Non-Profit Organization agrees to fully reimburse the County for all costs associated with the rendering of the County staff assistance and/or information technology resources. If the cost of services exceeds \$50,000, the Task Order shall be approved by the Board of County Commissioners.

Section P: Annual Review of Fees and Charges

The County reserves the right to review the fees and charges included in this Exhibit on a yearly basis and make appropriate rate adjustments. Should an adjustment be warranted, sixty (60) days notice will be provided. Any such rate adjustments shall be reduced to writing via an Amendment to be executed by all parties.

Agreement with Palm Beach County and the Alzheimer's Community Care, Inc.

Re: Palm Beach County Network Services

Section Q: Insurance

This section does not apply to Network Services.



Attachment 1
Palm Beach County
Information Systems Services
Task Order < \$50,000

Task Order #:

Original Agreement #R:

Organization requesting services: Alzheimer's Community Care, Inc.

Type of Service:

Location of Service:

Contact Name:

Contact Phone:

Contact eMail:

Requested Date for Completion:

Description of Service/Deliverables +/-

Estimated Amount:

ISS Project Manager/Director: _____ Date: _____
Name/Title

Project Office: _____ Date: _____
Name/Title

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: Steve Bordelon, Director, ISS

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

ALZHEIMER'S COMMUNITY CARE, INC.

COUNTY ATTORNEY

Name, Title

R2006-2759

**Agreement to Provide Application Hosting Services
to Alzheimer Community Care, Inc.**

This Hosting Services Agreement (the "Agreement") is made as of DEC 19 2006, by Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, herein after referred to as the COUNTY, and Alzheimer's Community Care, Inc., a community based, tax-exempt 501(c)(3) not for profit corporation authorized to do business in the State of Florida, hereafter referred to as CUSTOMER.

In consideration of the mutual promises contained herein, the COUNTY and CUSTOMER agree as follows:

ARTICLE 1 – SERVICES AND SOFTWARE

COUNTY'S responsibility under this Agreement is to provide:

- A. Installation of software application known as Senior Tracking and Referral System (STARS), developed by Palm Beach County Information System Services (ISS) for the Senior Services Division of the Community Services Department, and related professional services including training as set forth in the Statement of Work in attached Exhibit A.
- B. Application Hosting Services to the CUSTOMER as set forth in the Statement of Work in attached Exhibit A.

The COUNTY'S representative / liaison during the performance of this Agreement shall be Valerie Hawthaway, Senior Manager, telephone number 561-355-4293.

The CUSTOMER'S representative / liaison during the performance of this Agreement shall be Patricia R. Oram, Chief Operating Officer, telephone number 561-683-2700.

ARTICLE 2 – SCHEDULE

COUNTY shall commence services upon the execution of this Agreement and perform to completion all installation services set forth in the Statement of Work in attached Exhibit A.

ARTICLE 3 – PAYMENT TO COUNTY FOR SERVICES

CUSTOMER agrees to pay COUNTY for the Services listed in the Statement of Work in attached Exhibit A in accordance with the terms set forth in the Agreement as follows:

- A. One-time setup fee of \$31,125 due and payable on the Effective Date of this Agreement per pricing document in attached Exhibit B.
- B. Training fee not to exceed \$5,200 due and payable upon completion of service per pricing document in attached Exhibit B.

C. Monthly application hosting service fee of \$2,105, with first monthly installment due and payable by the first day of the month after the application becomes available for use at CUSTOMER site per pricing document in attached Exhibit B.

COUNTY shall invoice CUSTOMER monthly in advance for the Application Hosting Service. The monthly fee is due and payable on or before the end of the preceding service period. If the monthly fee is not received by that date, it will be assumed that the services are no longer desired and connectivity to the application will be terminated.

The application hosting service fee is adjustable annually on the anniversary of the Effective Date and requires that COUNTY provide a sixty (60) day notice to CUSTOMER of any proposed changes. Adjustments to the application hosting fee will be based on realized increases in the cost to the COUNTY for resources needed to provide these services, including but not limited to hardware, software and staffing.

COUNTY shall separately invoice CUSTOMER on a monthly basis for training services performed during the period.

ARTICLE 4 – TERM AND TERMINATION

The Effective Date of this Agreement will be the date the Agreement is fully executed. The initial term of service is one year. This Agreement will renew automatically unless either party receives written notice from the other of its desire to terminate the service sixty (60) days prior to the renewal date.

After the initial term, either party may signify their choice to cancel this Agreement at any time and for any reason by providing written notice at least sixty (60) days in prior to the termination date.

Upon termination of this Agreement by either party, the COUNTY will export the data to the CUSTOMER.

ARTICLE 5 – PERSONNEL

All of the services required hereinunder shall be performed by the COUNTY or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

ARTICLE 6 – PROPRIETARY RIGHTS

By virtue of this Agreement, the CUSTOMER acquires only the limited right to use the STARS Application hosted by the COUNTY, and does not acquire any other right to, or any ownership of any portion of the STARS Application. All other rights, title and interest in and to the STARS Application are retained by the COUNTY. The STARS Application

and all materials, including by not limited, to software, data or information developed or provided by COUNTY pursuant to this Agreement, and any methodologies, equipment, or processes used by COUNTY to provide services to CUSTOMER shall be deemed the sole and exclusive property of the COUNTY. CUSTOMER shall limit access to the STARS Application to its employees and agents whose responsibilities require such access, and CUSTOMER agrees to instruct and obligate its employees and agents to fulfill CUSTOMER'S obligations hereunder. CUSTOMER agrees to treat the STARS Application as a valuable asset of the COUNTY and agrees that the STARS Application shall not be used for any purpose other than internal data processing to record and track services to Alzheimer's clients and caregivers.

ARTICLE 7 – WARRANTIES

The COUNTY is providing CUSTOMER access to the STARS Application "as is" without any warranty of any kind, either expressed or implied including, but not limited to, implied warranties of merchantable quality, merchantability or fitness for a particular purpose. The COUNTY does not warrant that its services will meet the CUSTOMER'S requirements, that it will operate in combination with software and / or services which the CUSTOMER selects for use, that the operation of the service will be uninterrupted and error free, and/or that the service will meet any particular criteria of performance of quality.

ARTICLE 8 - LIMITATIONS ON LIABILITY

The COUNTY will not be responsible for any damage suffered by the CUSTOMER. This includes loss of data resulting in delays, non-deliveries or service interruptions caused by the COUNTY'S negligence, error or omissions or any communications difficulties outside of the COUNTY'S control. The CUSTOMER'S access to the COUNTY'S STARS Application and Hosting Service is at the risk of the CUSTOMER. The CUSTOMER agrees that in no event shall the COUNTY be liable for damages, including without limitation, direct, indirect, incidental, special or consequential damage, or damages for loss of revenue incurred by the CUSTOMER or any third party, even if the COUNTY has been advised of the possibility of such damages.

ARTICLE 9 – INDEMNIFICATION

The CUSTOMER shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liabilities, expenses, loss, cost, damages or causes of action, including reasonable attorney's fees and costs, whether at trial or appellate levels or otherwise, arising directly from CUSTOMER'S acts or omissions.

ARTICLE 10 – SUCCESSORS and ASSIGNS

The COUNTY and the CUSTOMER each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors,

executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor the CUSTOMER shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CUSTOMER.

ARTICLE 11 – REMEDIES

The Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in Palm Beach County. The Article 4 – Term and Termination provisions shall be the CUSTOMER'S sole and exclusive remedy for service unavailability or failure by COUNTY to provide services.

ARTICLE 12 – EXCUSABLE DELAYS

The COUNTY shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the COUNTY or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargos, and abnormally severe and unusual weather conditions.

ARTICLE 13 – INDEPENDENT CONTRACTOR RELATIONSHIP

The COUNTY is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the CUSTOMER. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the COUNTY'S sole direction, supervision, and control. The COUNTY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the COUNTY'S relationship and the relationship of its employees to the CUSTOMER shall be that of an Independent Contractor and not as employees or agents of the CUSTOMER.

ARTICLE 14 – NONDISCRIMINATION

The CUSTOMER warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status or sexual orientation.

ARTICLE 15 – SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, of the application of such terms or provisions, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and

every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 16 – MODIFICATIONS TO APPLICATION

The CUSTOMER will work cooperatively with the Palm Beach County Community Services Department on all changes in "business rules" as well as the functional changes in the software. If approved, the Community Services Department will submit a Customer Service Request (CSR) using the CUSTOMER'S charge code to ISS for program modifications. These changes will be applied universally and all users of the STARS application will receive the same software updates.

ARTICLE 17 – NOTICE

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the CUSTOMER, notices shall be addressed to:

Patricia R. Oram, Chief Operating Officer
800 Northpoint Parkway, Suite 101-B
West Palm Beach, FL 33407

If sent to COUNTY, notices shall be addressed to:

Valerie Hawthaway, Senior Manager
301 North Olive Avenue
West Palm Beach, FL 33401

With copy to:

Palm Beach County Attorney's Office
301 North Olive Avenue, Suite 601
West Palm Beach, FL 33401

ARTICLE 18 – ENTIRETY OF CONTRACTUAL AGREEMENT

The CUSTOMER and COUNTY agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and CUSTOMER has hereto set its hand on the day and year above written.

R2006 2759 DEC 19 2006

PALM BEACH COUNTY, FL BY
IT'S BOARD OF COUNTY
COMMISSIONERS

ALZHEIMER COMMUNITY
CARE, INC.

By: Addie L. Greene

Addie L. Greene, Chairperson

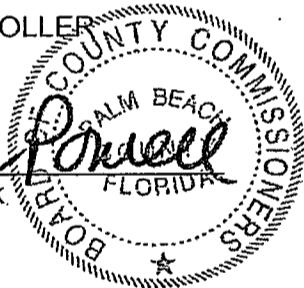
By: Mary M. Barnes

Mary M. Barnes President/CEO
(Printed Name and Title of Signatory)

SHARON R. BOCK
CLERK & COMPTROLLER

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: Nancy Powell
Deputy Clerk



By: Paul F. [Signature]
Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By: Steve Bordelon
Director, Information Systems Services

Exhibit A

STATEMENT OF WORK

OBJECTIVES

1. Provide one-time installation of software application known as Senior Tracking and Referral System (STARS), developed by Palm Beach County Information System Services (ISS) for the Senior Services Section of the Community Services Division, and related professional services to CUSTOMER as described below for the sole purpose of recording and tracking services to Alzheimer's clients and caregivers.
 - Network setup – Configure network to allow database and application access to CUSTOMER'S West Palm Beach headquarters office
 - Database setup – Allocate and configure new Oracle database instance for CUSTOMER
 - Disaster Recovery setup – Provide ISS Disaster Recovery Plan documentation to CUSTOMER
 - Server and Disk Storage setup – Provide 500 Mb. disk space for database installation for CUSTOMER
 - Initial setup and Installation for Deployment – Create Oracle database tables and objects, populate code table data with specified DOSS data and add new users. Create deployment CD for Powerbuilder application. Copy DOSS website to a new website for front end web portion. Create new batch jobs in Redwood. Install at main location and test. Obtain Excel spreadsheet of current clients with demographics and addresses. Convert clients to Oracle database.
2. Provide initial training to CUSTOMER'S training staff.
3. Provide ongoing Application Hosting Services to CUSTOMER as described below.
 - Network Monitor – Monitor connection and load on network daily and perform maintenance services as needed.
 - Database Administration – Monitor database environment daily and perform routine maintenance services.
 - Database Backup – Monitor backups daily and adjust as required.
 - Server Maintenance – Monitor server environment and perform maintenance services as needed.

GENERAL RESPONSIBILITIES – PALM BEACH COUNTY

- The COUNTY will provide the Application Hosting Service (excluding COUNTY holidays) as follows:

Monday – Friday 8 a.m. – 6 p.m.

Saturday 8 a.m. – 4 p.m.

The above hours will generally be in effect except during periods of system maintenance, and upgrades in which COUNTY will notify CUSTOMER via home page, phone or email.

- COUNTY will provide a secure and dedicated website for CUSTOMER to access the STARS application over the Internet.
- COUNTY will provide system documentation to CUSTOMER.
- COUNTY will provide up to 80 hours of initial training to a maximum of seven (7) individuals on the CUSTOMER'S staff.
- COUNTY will provide training at the CUSTOMER'S site.
- COUNTY will provide CUSTOMER with a training database
- COUNTY will provide training materials to CUSTOMER.
- COUNTY will be responsible for software program modifications and creation of schema necessary for the CUSTOMER to access the STARS application.
- COUNTY will repair any program defects at its own expense. If COUNTY is unable to repair program defects, COUNTY will waive the sixty (60) day notification of cancellation provision if CUSTOMER elects to cancel this Agreement.
- The COUNTY will retain daily back-up copies of CUSTOMER database files. If data restoration is necessary, the time to restore a CUSTOMER'S data files from a back-up copy will vary substantially depending on a number of factors including, but not limited to, the severity of the corruption and whether the restorable tapes are on site or have to be retrieved. The COUNTY will use reasonable efforts to restore CUSTOMER'S files; however, the COUNTY will have no liability if it is unable to do so.
- COUNTY will make every reasonable effort to limit outages and application inaccessibility during the Hosted Application Hours of Availability. System backups will be performed after hours, whenever possible.

- The COUNTY will maintain a Business Continuity / Disaster Recovery Plan detailing the procedures to be followed in the event of outages impacting the COUNTY'S primary hosting facility. In the case of a major disaster and a complete loss of access to the STARS application, the COUNTY will exercise that plan and any reasonable efforts to restore operations. CUSTOMER acknowledges and agrees that such an event may result in temporary partial or degraded service when restored. Pre-disaster capabilities and performance of the STARS application will be restored as soon as practical.
- COUNTY may invoke all or part of its Disaster Recovery Plan or any means necessary to protect CUSTOMER data upon successful confirmation of penetration to COUNTY'S systems. CUSTOMER accepts that COUNTY may elect to terminate access to hosting environment until such time as service can be restored in a secure manner. In that event, COUNTY will notify CUSTOMER by phone or email of measures taken to protect CUSTOMER'S data.

GENERAL RESPONSIBILITIES – ALZHEIMER COMMUNITY CARE

- CUSTOMER will comply with all governmental rules and regulations including Health Insurance Portability and Accountability Act (HIPAA) if applicable in the collection, handling and transfer of data stored on the system.
- CUSTOMER will be responsible for the network connection between their server and the ISS database and understands that the purchase, installation and maintenance of the router are direct costs to the CUSTOMER.
- CUSTOMER is responsible for provisioning, security, support and maintenance of the CUSTOMER'S Local Area Network and all network equipment, network connections, printers, computing devices and all software and other hardware operating on such equipment. This includes the CUSTOMER network router and firewall (should one be in place) to allow data to flow between the CUSTOMER site and the COUNTY data center in a secure manner.
- CUSTOMER will ensure that each user account is exclusively for that user and must not be shared.
- CUSTOMER is responsible for initially installing the PowerBuilder application from a CD provided by COUNTY, correctly configuring, and maintaining the desktop environment used by the CUSTOMER to access systems hosted by the COUNTY. COUNTY requires that desktop computers accessing the application service herein described having the following configuration as of the initial execution date. Updates to these requirements will be made and communicated as required.

System Minimum Requirements:

- Intel Pentium Processor 400 MHZ
- RAM 128-512 MB

Software Minimum Requirements:

- MS Windows 2000 or Windows XP Professional
- MS I/E browser, version 6

Connectivity Requirements:

- Internet speed must be at least DSL

- CUSTOMER will provide COUNTY with access to a training facility with eight (8) PCs having access to the STARS application with a training database and a data projector.
- CUSTOMER will provide end-user training to their staff.
- CUSTOMER will report any issues or problems to the COUNTY'S Network Operations Center (NOC) at 561-355-3457. Upon the CUSTOMER contacting the NOC, a trouble ticket will be issued, assigned and tracked until the problem or issue is resolved.

EXHIBIT B

PRICING DOCUMENT

INSTALLATION SERVICES – One Time Costs

	Hours	Cost
Network Setup	5	\$625
Database Setup	16	\$2,000
Disaster Recovery Setup	6	\$750
Server and Disk Storage Setup	5	\$625
Initial Setup and Installation for Deployment	217	\$27,125
TOTAL INSTALLATION SERVICES		\$31,125

TRAINING SERVICES – Not to Exceed Cost

	Hours	Cost
System setup and end user training	80	\$5,200
TOTAL TRAINING SERVICES		\$5,200

APPLICATION HOSTING SERVICES – Annual Costs

	Hours	Cost
Network Monitor	36	\$4,500
Database Administration	52	\$6,500
Database Backup	52	\$6,500
Oracle Annual Maintenance	n/a	\$6,512
Server Maintenance	10	\$1,250
TOTAL APPLICATION HOSTING SERVICES		\$25,262