

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
CH MACK, INCORPORATED**

THIS AGREEMENT, entered into this _____ day of _____,
20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County,"
and CH MACK, INCORPORATED, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of developing software to manage the uniform assessment tool and the purchase of licenses and support.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Exhibits and Attachments

The following exhibits are attached hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and Rates

Attachment A—Statement of Work

Attachment B—Q Continuum System End User Software License and Support, with Exhibits 1-6

Attachment H—HIPAA Business Associate requirements

Attachment I—§ 504 Compliance

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."

3. Payments

In consideration of the services provided by contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this contract exceed Four Hundred Seventy-One Thousand Seventy-two (\$471,072).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this agreement shall be from October 1, 2006 through September 30, 2008 with the option to renew for one additional one-year term.

This Agreement may be terminated by the Contractor or the Health Department Director or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials and does not include the Q Continuum Software) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State or County funds, by providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of outside funding.

6. Relationship of Parties.

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers or advantages of County employees.

7. Hold Harmless.

In any event, regardless of theory, either party shall save harmless, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties or claims of damages resulting from failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of officers, agents, employees, or servants, resulting from the performance of any work required or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which either party has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of either party to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Neither party shall assign this Agreement or any portion thereof to a third party, or subcontract with a third party to provide services required by Contractor under this agreement without the prior written consent of the other party. Any such assignment or subcontract without such prior written consent shall give either party the right to automatically and immediately terminate this Agreement.

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Department/Division with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Department/Division of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Workers' Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and that it will comply with such provisions before commencing the performance of the work of this Agreement.

- (2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- | | |
|---|-----|
| (a) Comprehensive General Liability | \$0 |
| (b) Motor Vehicle Liability Insurance | \$0 |
| (c) Professional Liability | \$0 |

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. Compliance with laws; payment of Permits/Licenses

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, ordinances and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment H, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this agreement and state, federal, county or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination

- A. *Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this contract.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.

- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
- i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury pay to employees and have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employee's regular pay the fees received for jury service.

13 Retention of Records, Right to Monitor and Audit

- A. CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.
- B. Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local

- agencies, and as required by the COUNTY.
- C. CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

14. Merger Clause

This Agreement, including the Exhibits and Attachments attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

15. Controlling Law

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

16. Notices

Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

In the case of County, to:

Heather M. Ledesma, Financial Services Manager
Aging and Adult Services
225 37th Avenue
San Mateo, CA 94403

In the case of Contractor, to:

Dan Falke, Vice President of Operations
C H Mack, Incorporated
10101 Alliance Road, Suite 10
Cincinnati, OH 45242

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
Jerry Hill, President,
Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

C H MACK, INCORPORATED



Contractor's Signature

Date: 7 sept '06

Long Form Agreement/Business Associate v 6/24/04

Exhibit "A"

In consideration of the payments set forth in Exhibit "B," Contractor shall provide the following services:

Contractor shall provide the Q Continuum software, an automated case management system that meets the National Aging Program Information System (NAPIS) and Multipurpose Senior Services Program (MSSP) reporting requirements. This application will also be used in AIDS, Linkages, In-Home Supportive Services (IHSS), Adult Protective Services (APS) and Conservatorship Investigations. This software application has the potential to be used in all Aging and Adult Services case management programs.

Contractor will also continue development of the InterRAI-HC uniform assessment tool module within the Q Continuum System, which will enable Aging and Adult Services to use the assessment tool for all programs. A Statement of Work is provided as Attachment A to this Agreement and incorporated herein.

Services to be provided include, but are not limited to, the following:

- 1) 124 Standard Licenses + 30 Field Licenses = 154 Total Licenses
- 2) Software Maintenance
- 3) Data Conversion
- 4) Training
- 5) Development as defined in Attachment A – Statement of Work

Attachment A, Statement of Work, provides details of the delivery of the enhanced version of Q with the modifications required to support the requirements as specified by the County of San Mateo.

Attachment B, Q Continuum System End User Software License and Support, provides more detailed information regarding licenses, rights, warranty and other services.

Exhibit "B"

In consideration of the services provided by Contractor in Exhibit "A," County shall pay Contractor based on the following fee schedule:

Costs: October 1, 2006 through September 30, 2008

1) Licenses or Seats (one-time fee)

2 Standard licenses @ \$2,000 each = \$ 4,000
25 Standard licenses @ \$1,900 each = \$47,500
25 Standard licenses @ \$1,800 each = \$45,000
24 Standard licenses @ \$1,700 each = \$40,800
30 Field licenses @ \$ 370 each = \$11,100

Total for 106 licenses = \$148,400*
*106 new licenses + 48 existing licenses = 154 total licenses]

2) Maintenance/Subscription of licenses (annual fee)

\$480 per license per year x 154 (48 previously purchased) = \$73,920

Total for maintenance/subscription = \$147,840

3) Training = included in Attachment A*

* Travel Expenses to be invoiced at cost in addition to training

4) Data Conversion = included in Attachment A

5) Contingencies = \$20,000**

Subtotal for the Q Continuum Software Application: \$316,240

Payments for item 1-2 above will be paid in three equal installments; 1/3 upon the signing of the agreement, 1/3 upon receipt of the enhanced Q version for customer acceptance testing or start of training whichever is sooner, and 1/3 upon the go-live of the enhanced Q version.

6) Custom Development as specified in Attachment A = \$154,832

Total Costs = \$471,072

Payments for item 3-6 as specified in Attachment A.

**The use of contingency payment is to be made only on the expressed written direction of the Director of Aging and Adult Services

STATEMENT OF WORK

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1. Project Overview and Objectives

The San Mateo County Aging and Adult Services organization has licensed the Q SIS-Continuum System SIS-MSSP edition and has contracted with CH Mack, to provide modifications to the Q application to meet San Mateo's specific requirements.

This project will include the migration of San Mateo from Q v1.7 SIS-MSSP to Q v1.8 SIS-MSSP and the Computrust Conversion. This conversion will involve specific key fields that have been determined by San Mateo to be mapped to corresponding fields within the Q application. This will include the development of an additional Assessment that is required to support the additional fields that do not have a direct correlation to existing Q fields as determined by San Mateo; to be required as a supplement for the conversion. The project will also include the development of the Client Security Enhancements as defined by San Mateo County Aging and Adult Services and the addition of the Home Delivered Meals Module.

This document serves as an initial scoping document of the Q enhancements required by San Mateo County Aging and Adult Services. These enhancements have been compiled over the course of multiple conference calls. This document provides a complete listing of the scope items for this project. The initial scope is outlined here. Once this SOW is finalized, CH Mack will document the details of each enhancement for San Mateo's review. In the end, this process will insure that CH Mack is developing and implementing the specific enhancements that are required and that the enhancements are developed according to customer specifications.

This Statement of Work covers all services and Q enhancements currently being worked and those currently identified as necessary by San Mateo County Aging and Adult Services. All services identified and contracted for in the agreement dated October 18th, 2005, to include the two days of training and the data conversion are included in this SOW. There are no additional charges for the services work that were previously contracted, but the scope of the work, the associated charges and the payment schedule combines the services from that previous contract into this single SOW.

The development and implementation project will conclude with the delivery and user acceptance of Q by the customer at the conclusion of the project. CH Mack is dedicated to the successful execution of this project to include customer acceptance and implementation.

A formal work process will be followed by CH Mack and San Mateo County Aging and Adult Services to ensure successful completion of this project within the agreed upon timelines as stated in the final project plan.

2. Project Responsibilities

The purpose of this section is to describe and identify the internal management structure of the project. The following table describes the lines of authority, responsibility, and communication within the project.

Responsibility	Persons responsible	Estimated Weekly Involvement
Client Sponsor	Lisa Mancini	Predefined Status Meetings Significant project milestones
Client Project Manager	Heather Ledesma	Scheduled weekly project status meetings During periods when CH Mack team needs specific information from San Mateo. During periods when CH Mack requires San Mateo sign-off of items by dates specified in this document
IT Technical Project Manager	Andy Maso	Scheduled project weekly status meetings During periods when CH Mack team needs specific information from San Mateo.
CH Mack Vice President of Operations	Dan Falke	Predefined Status Meetings Significant project milestones
CH Mack Project Manager	Karen Duncan	Full Time Project Management

3. Deliverables

The following section of this document details the software and services that will be delivered by CH Mack for the San Mateo County Aging and Adult Services Project:

Specification Documents

It is critically important that both CH Mack and San Mateo County Aging and Adult Services review and formally accept each specification. They will be used by the CH Mack development team to complete feature development and also as a guide for application and data testing. For each proposed custom feature, CH Mack will forward to the San Mateo County project manager, an electronic version of the document. It is the responsibility of the San Mateo County team to review, if necessary amend, and sign-off on the document by the dates specified in section 5 of this statement of work document.

Once the application specifications have been accepted, the related module will be developed based on the specifications. Any modifications from there will be accomplished via the procedures set forth in the Change Control Plan.

Migration from v1.7 SIS-MSSP to v1.8 SIS-MSSP

The San Mateo County Aging and Adult Services will be converted from the v1.7 SIS-MSSP Q Continuum system to the v1.8 SIS-MSSP Q Continuum system. CH Mack will

address outstanding 1.7 defects as apart of this enhancement build. San Mateo County will provide CH Mack with a prioritized list of issues from their user group and CH Mack and San Mateo County will work together in resolving the issues to be included as apart of the v1.8 SIS-MSSP build. If any of these changes are determined to be enhancements and not true defects they will be handled through the normal change control process.

CompuTrust Conversion

The conversion from CompuTrust will consist of a group of fields that have been defined by San Mateo County to be mapped to existing fields within the Q system. Design documents will be prepared that will provide a detailed outline of the mapping of the data from CompuTrust to Q. The design documents will also address if there are any issues with the mapping of data, the steps that will be taken to resolve the issues. Test plans will be developed and followed to ensure the validity of the converted data. In preparing the test plans we will be working with the testing workgroup in building data validation tests. This conversion will be a one-time conversion. The Q v.1.8 SIS-MSSP application has a back-office interface that has the ability to handle the Importing and Exporting of real-time and batch files. In setting up an Interface for San Mateo's specific data requirements, additional development work will be required. This additional work will be handled as a new project, which will involve additional costs.

CompuTrust Conversion Enhancements

The enhancements that have been requested by San Mateo County; will involve three New Generic Assessments that will contain fields that are grouped as defined by San Mateo County. The three Assessments will be accessed through an additional button located on the Client MDS screen. There will also be some additional fields to be added to the MDS and various other areas in the system where applicable as defined by San Mateo County.

The three Assessments are:

1. Conservatorship/Rep Payee (will contain two tabs: Property/Assets and Burial)
2. AAS History/Info
3. Special Instructions

Client Security Enhancements

Approval Staging Area

An additional item will be added to the Launcher list; called Client MDS Updates. The User would receive a Client query with the basic demographic information (Last Name, First Name, Middle Initial, Address, SSN, Phone and Birth date). Once selected the user will receive a query list of clients, that which will mirror the list that is currently pulled from the MDS. Outlined below is the process that will be followed for client updates that are inputted through the Client MDS Updates Launcher item.

- A new Miscellaneous Authorization will control whether changes a User makes to a Client are saved immediately or staged. Only the fields on the "Client Data" tab can be staged. A new checkbox will be added to the Clients query form that will allow only "Clients with staged changes" to be viewed.
- If the Client changes are staged, the original Client record is marked with a flag indicating that changes are staged. This new flag will also be available on the Clients grid. A staged record is written to the "Clients with staged changes" view.

- When a staged Client is opened from the “Clients with staged changes” view, the fields with staged changes are highlighted on the form. Only the fields on the Client Data tab are visible in this view. No other buttons or tabs are visible.
- A Miscellaneous Authorization will control which Users can approve the staged changes. Staged changes can be approved only in the “Clients with staged changes” view on one or more records at a time. Once a staged change is approved, the change is written to the original Client record. A normal History record is created for this change to the Client.
- Existing reports and functions in the system process the original Client record and do not consider staged changes.
- Multiple staged records can appear and be approved for the same Client in the “Clients with staged changes” view.

Additional ADL/IADL

This additional ADL/IADL will be added as a copy of the current ADL/IADL. This new ADL/IADL will be populated with previous MSSP data that exists in the current ADL/IADL as defined by San Mateo. CH Mack will be mapping the MSSP data that is to be moved from the current ADL/IADL into the new ADL/IADL. Through the Authorizations process a group can be created for the Contractors, in which the System Administrator will have the ability to restrict the designated Contractor’s group access only to the ADL/IADL that has been designated for their use.

Ability to add Public and Private Contacts

The ability to mark contacts as public or private will be added to the Q v1.8 w/MSSP Continuum System as defined by San Mateo County. Contacts marked as private will be visible to those users authorized through the Q authorizations.

Home Delivered Meals Module

The Home Delivered Meals Module will be implemented to the Q Continuum System as is with no further changes.

Train-the Trainer Training

Ensuring the customers are thoroughly trained to administer and use the Q application is a critical factor in the success of every Q deployment. In addition to the terms of the original contract; additional training has been requested and will be included. San Mateo County has requested to have the System Administrator Training and End-User Training to be in the form of Train-the-Trainer sessions. They would like to have a small subset group of individuals to be trained as Trainers. They will be using this group of individuals to train the remainder of their End-Users.

Specification Document Sign-off Procedure

The project schedule will be dependent on the timely creation, review, revision, and signoff of specifications for all screens, utilities, and reports. In order to meet the project schedule, CH Mack and San Mateo County must work as a team to get specification signoff as soon as possible. The following outlines the procedure proposed in order to meet the project schedule:

- Once a specification is completed, the CH Mack project manager will forward this specification via email to the San Mateo County project manager.
- The San Mateo County project manager will have 5 business days to review and either send back with any revisions or provide signoff.
- CH Mack will make said revisions within 1 business day and send back to the San Mateo County project manager for final signoff (assuming less than 10% revisions are required to the specification).
- San Mateo County must signoff on said specification no later than 3 business days after receipt. To expedite development, signoff will occur via email. The San Mateo County project manager will electronically notify the CH Mack Project Manager and state that the specification is complete and correct with regard to San Mateo County requirements.
- Once signoff occurs, development of the particular screen, utility, or report can proceed.

It is assumed that any revisions will be kept to a minimum since all screens, utilities, and reports will be based on information already gathered from San Mateo County.

Any modification to the San Mateo County sign-off dates will be handled via the Change Control Plan.

Monitoring and Controlling Mechanisms

Project cost, schedule, and quality will be tracked throughout the project using the Project Gantt Chart. All work will be recorded based on the tasks listed in this Gantt chart. Project monitoring and control mechanisms include the following:

Project Gantt

Status Report – The Project Manager will perform regular status reporting and meetings. These meetings will occur weekly or more often as necessary and all owners will receive the report prior to the scheduled meetings. These meeting will be brief and structured. Weekly status reports will always be distributed to the client project sponsor and project manager.

Top 10 Risks List – This document will be distributed periodically with the Status Reports to identify the top risks as the project moves along. It states the current likelihood of each risk, its rank from the last report, and how many times it has been ranked on the list. This document is the basis for identifying red flags at certain stages in the project.

Change Control List – This document will be used to track each and every project change request that occurs after a deliverable has been formally accepted (reference Change Control Plan). This file is communicated to client during scheduled project status meetings. It is used to gather and manage information relating to requested modifications of work products to be placed under change control. It provides a central location to store information about requests and defects throughout the project. The change control list facilitates visibility over the state and number of changes to a given work product. In addition to change requests, the change control list will be used to track any system defects in the deliverables, discovered during project execution, to resolution.

In addition to these documents, all project assumptions will be revisited and validated upon hitting each project milestone. These assumptions will be validated within each status report.

4. Project Assumptions and Prerequisites

Technical Documents

Tech document deliverables will include copies of the Q system administrator manual and base end user manual. San Mateo County will develop any enhanced end-user documentation.

Project Gantt Chart:

The project GANTT Chart is to be provided as a part of the submission of the complete project plan which is subject to the review and approval of the Director of Aging and Adult Services.

High Level Project Milestones

The following project milestones are scheduled and anticipated:

Date	Milestone(s)
Phase 1	
8/25/2006	Statement of work signed
10/09/2006	Designs completed
10/10/2006	Designs approved by client
11/23/2006	Construction Phase completed
11/23/2006	Prototype Review with client
01/02/2007	Testing Phase completed
01/02/2007	Acceptance build sent to client
01/08/2007	Training
01/11/2007	Training completed
01/12/2007	Go Live
01/26/2007	Project complete

The following assumptions are made in regard to CH Mack's schedule:

1. Client feedback regarding technical specifications will involve minimal change due to prior feature and functionality discussions.
2. Strict adherence to specification signoff times as detailed in this document.

5. Costs and Payment Schedule

The following table is CH Mack's detailed cost analysis of the San Mateo County Implementation project:

Services Costs

This Statement of Work address only those costs associated with the services component of the complete proposal. License fees, maintenance and other associated costs are not covered in this SOW. The Services costs shown below reflect the total cost of new services for each Phase of the project.

Software / Service*	Cost
• Data Conversion	\$27,500 (less: \$9168 prepaid in the prior year contract)
• New Assessment/Modifications to the Q Continuum system for the Computrust Conversion	\$33,500
• Client Security Enhancements	\$43,000
• Home Delivered Meals Module	\$5,000
• Training	\$5,000
• Project Management	Included
• Technical Documentation	Included
• Uniform Assessment Tool (InterRAI Assessment Tool) integration	Not to exceed \$50,000*
Total	\$154,832

*The Project Plan and any subsequent revision or change for each software/service is subject to approval by the Director of Aging and Adult Services.

**The cost of this service is an estimate and is subject to review of requirements. The Project Plan and any subsequent revisions or changes is subject to the advanced written approval of the Director of Aging and Adult Services.

Payment Schedule

The services outlined above shall be invoiced monthly in accordance with the portion of work effort completed during the month as documented on the monthly progress reports. Payments are due upon receipt of invoice.

Overall Project Acceptance

Upon delivery of each phase of the Q installation software labeled final, San Mateo County will have 20 business days to review and provide feedback or formal acceptance of the delivered Q system enhancements. To facilitate the acceptance and feedback regarding the Q software system, the CH Mack project manager will send a formal statement of acceptance document to San Mateo County with the final installation media of the customized Q software system. It is the responsibility of San Mateo County to complete this agreement, identify any system issues, and return this document to the CH Mack project manager by the date specified in this document. The presence of defects that are agreed to be of a medium or low importance will not be a valid reason for withholding acceptance. If the statement of acceptance document is not completed and returned to CH Mack within 30 business days from final software delivery, the Q system enhancements will be assumed complete with regard to both CH Mack and San Mateo

County and accepted as is. Installation and use of new version of Q Continuum System in a production environment constitutes acceptance of the new version unless previous arrangements have been agreed by both parties.

Signatures and Approvals



CH Mack

San Mateo County

7 Sept. 06

Date

Date

Date

Date

Q Continuum System End User Software License and Support

- **Definitions**

The following terms are incorporated herein by reference:

Licensed Software means the specific software applications developed by CHMI called the Q Continuum System together with any Updates and Enhancements

CHMI Technology means the Licensed Software, Services, Training, Support, Documentation, Training Materials, Updates, and Enhancements provided by CHMI to Licensee under this Agreement.

Documentation means CHMI's then current on-line help guide and any written manuals and other materials published by CHMI and made generally available by CHMI regarding the Q Continuum System.

Term means the period commencing on the Effective Date and continuing for the Initial Term and any Renewal Term, unless earlier terminated as provided below.

Update means a modification of any of the Licensed Software, in object code format, that is generally released by CHMI, including corrections to existing functionality so that the Licensed Software materially conforms to the Documentation. Updates will include all a) bug fixes, patches, and maintenance releases, and b) new point releases denoted by a change to the right of the first decimal point (e.g., v3.0 to 3.1). Updates will not include any release, option, future product, or any upgrade in features, functionality or performance of the Licensed Software which CHMI licenses separately or offers for an additional fee.

Enhancement means a modification of any of the Licensed Software, in object code format, that is generally released by CHMI, and any release, option, future product, or upgrade in features, functionality or performance of the Licensed Software, which CHMI may license separately for an additional fee. Enhancements will include new major version releases denoted by a change to the left of the first decimal point (e.g., v3.0 to 4.0).

- **Grant of Rights.**

License Grant - In consideration of the payment of license fees set forth herein, CHMI hereby grants to Licensee a non-exclusive, non-transferable, worldwide license, to use CHMI Technology in machine-readable form (object code) and all related Documentation subject to the terms and conditions of the Agreement. Licensee may use the Licensed Software, as it deems appropriate in the exercise of its sole discretion in accordance with the terms of the Agreement.

License Restrictions - Licensee acknowledges that, except as stated in the Agreement, Licensee is not granted any right or title to the CHMI Technology or any intellectual property rights therein. Licensee may not use, reproduce, demonstrate, distribute or sell the CHMI Technology in any manner or for any purpose except as specifically permitted under the Agreement.

Licensee may not provide or permit access to the Licensed Software by any third party who intends, directly or indirectly, to distribute the Licensed Software, knowledge, or materials regarding features, functions, and general capabilities of the Licensed Software or who does not have a favorable business interest which is commercially advantageous to CHMI.

Licensee may not remove any of CHMI's trade names, trademarks, copyright notices or any other CHMI identifiers or proprietary notices appearing on splash screens, Documentation or any other material provided by CHMI. Each copy of the CHMI Technology or Documentation reproduced by, or on behalf of Licensee, will contain the proprietary notices placed by CHMI on the media or within the code of the Licensed Software or on the Documentation, or Training Materials. Licensee may not use, copy, rent, lease, sell, modify, decompile, disassemble, otherwise reverse engineer or transfer the Licensed Software except as provided in the Agreement. Any unauthorized use may result in immediate termination of the Agreement at the sole discretion of CHMI.

- **Support and Training**

General Support - CHMI will use its best efforts to address any bugs, malfunctions or other non-conformities reported by Licensee and to issue an Update resolving such issues as soon as reasonably practicable consistent with CHMI standard guidelines for response to such incidents, with due regard for the severity of the bug, malfunction, or non-conformity incident.

Product Support - CHMI will provide Maintenance Support to Licensee for Updates to the Licensed Software as set forth in Exhibit 2 ("Product Support"). In addition, CHMI will provide Development Support to Licensee for Enhancements to the Licensed Software subject to payment of the Development Support Fees specified in Exhibit 2.

Training - CHMI will provide Licensee with technical training with respect to the Licensed Software, in accordance with Exhibit 3 "Training".

- **CHMI Rights and Obligations**

Marketing - CHMI may market, advertise and otherwise promote the Licensed Software, as it deems appropriate at its sole discretion. CHMI may include reference to Licensee's use of the Licensed Software in its general marketing and promotional material and issue a press release acknowledging the existence of the Agreement which specific terms shall remain confidential.

Compliance With Laws - CHMI will comply with all applicable laws and regulations in its use, marketing, distribution, and support of the Licensed Software.

- **Warranty**

Training and Services Warranty - CHMI warrants that any training and ancillary services (such as customer support) contracted to be performed by CHMI pursuant to the Agreement will be performed in a professional manner consistent with generally accepted industry standards. If Licensee wishes to obtain additional consulting services or professional services from CHMI, a separate Statement of Work will be agreed between the parties.

Anti-Virus Warranty - CHMI represents and warrants that the media containing the Licensed Software, any download, Update, or Enhancement will not contain any virus, worm or other

code or routines designed to disable, damage, impair, or erase the Licensed Software, other software or data or the system upon which the Licensed Software, Update or Enhancement is installed.

Invoice Terms, Payment, Taxes.

License Fees - Licensee will pay CHMI the Fees as set forth in Exhibit 1 "Licensed Software and License Fees". In the event Licensee discontinues the use of a copy of the Licensed Software in accordance with the terms of paragraph "Termination" below, Licensee will immediately notify CHMI, submit an amended Exhibit 6 "Authorized End User Licenses", and immediately discontinue use of the Licensed Software.

Product Support Fees - Licensee will pay CHMI the Product Support Fees for Development Support, if Licensee elects to purchase such services, on the terms and conditions set forth in Exhibit 2 "Product Support", attached hereto, or as otherwise agreed between the parties in a separate written Statement of Work.

Training Fees - Licensee will pay CHMI the fees for Training if Licensee elects to purchase training, on the terms and conditions set forth in Exhibit 3 "Training and Training Fees", attached hereto, or as otherwise agreed between the parties in writing.

Fees for Documentation - Training Materials. CHMI will provide the base electronic masters for Documentation, Training Materials, as set forth in Exhibit 4 "Documentation, Training Materials, and ", at no additional cost to Licensee. CHMI will provide printed hardcopy for Documentation, Training Materials, at the stated fees set forth in Exhibit 4. Licensee may print all documentation at its cost without reimbursement from CHMI unless otherwise agreed in advance between the parties in writing.

Payment Terms - All fees payable hereunder will be paid in U.S. Dollars. All fees and other charges are due and payable upon receipt of the applicable invoice from CHMI.

Records and Inspection Rights - Licensee will maintain proper records and books of account relating to the fees due hereunder including a record of active users who are authorized to access the Licensed Software as identified in Exhibit 6 "Authorized End User Licenses". Upon at least ten (10) business days notice and no more than once in any twelve (12) month period, CHMI may have an authorized agent of the company or an independent auditor, reasonably acceptable to Licensee, inspect and audit such records at Licensee's business offices to verify compliance with its payment obligations.

Confidential Information - During the term of the Agreement, each party may disclose to the other certain proprietary or confidential information, which shall be received in confidence and not be revealed to third parties or applied to uses other than recipient's performance of its obligations hereunder, as specified in greater detail in Exhibit 5 "Mutual Nondisclosure of Information", attached hereto.

Neither party shall disclose, advertise or publish the specific terms or conditions of this Agreement without the prior written consent of the other party, except (i) as may be required by law and (ii) to its professional advisors and to investors or potential investors.

- **Terms and Termination**

Unless earlier terminated as provided herein or by the mutual written agreement of the parties, the initial term of the Agreement ("Initial Term") will be two (2) years, commencing on the Effective Date of this Agreement. The Agreement can be renewed for up to one (1) additional one-year term (each a "Renewal Term"), unless either party gives the other party written notice of its desire not to renew the Agreement at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term, in which case, the Agreement will expire at the end of the then current Term.

Effect of Termination - Upon termination of this Agreement for any reason, each party will return to the other party all Confidential Information, and other materials developed by or belonging to such party, which have been delivered pursuant to this Agreement. Termination of this Agreement will not relieve Licensee of its obligations to make immediate and full payment to CHMI for any amounts then due and/or payable to CHMI. The provisions of Sections entitled "Warranties", "Ownership and Proprietary Rights", "Confidential Information", "Terms and Termination", "Limitation of Liability" and the relevant provisions of Section "General Provisions", will survive the expiration or termination of this Agreement for any reason.

- **Limitation of Liability**

IN NO EVENT, REGARDLESS OF THEORY, SHALL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF REVENUE, LOSS OF BUSINESS, LOSS OF DATA OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE LICENSING, INSTALLATION, USE, PERFORMANCE, FAILURE OR INTERRUPTION OF THE SOFTWARE OR SERVICES PROVIDED HEREUNDER. EXCEPT FOR THE INDEMNITY OBLIGATIONS PROVIDED HEREIN, EACH PARTY'S MAXIMUM LIABILITY TO THE OTHER PARTY HEREUNDER SHALL NOT EXCEED THE FEES AND CHARGES FOR THE SOFTWARE OR SERVICES PURCHASED OR LICENSED DURING THE TERM OF THIS AGREEMENT.

- **General Provisions**

Notices - All notices and other communications shall be in writing and shall be considered given when (i) delivered personally, (ii) sent by confirmed e-mail or facsimile, (iii) sent by commercial overnight courier (e.g., Federal Express, DHL) with written verification of receipt, or (iv) sent by certified mail with return receipt to the Authorized Agents set forth in Exhibit F or to such other contact as either party may specify from time to time by written notice to the other party.

Force Majeure - Neither party will be liable for delays in its performance hereunder due to causes beyond its reasonable control, including but not limited to, acts of God, acts of public enemy, acts of government or courts of law or equity, civil war, insurrection or riots, fires, floods, explosions, earthquakes or other casualties, strikes or other labor troubles.

Severability - If any provision of this Agreement is held illegal, unenforceable, or in conflict with any law of a federal, state, or local government applicable to this Agreement, the validity of the remaining portions or provisions hereof will not be affected thereby. The parties agree to

replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision

Governing Law - This Agreement shall be construed in accordance with and all disputes hereunder shall be governed by the laws of the State of California. The United Nations Convention on Contracts for the International Sale of Goods (1980) is hereby excluded in its entirety from application to this Agreement.

- **Exhibits Incorporated in Agreement**

The following Exhibits are attached to and made a part of this Agreement:

- EXHIBIT 1. Licensed Software and License Fees
- EXHIBIT 2. Product Support and Support Fees
- EXHIBIT 3. Training and Training Fees
- EXHIBIT 4. Documentation, Training Materials, and Marketing Materials
- EXHIBIT 5. Mutual Non-Disclosure of Information
- EXHIBIT 6. End User Licenses

EXHIBIT 1

Licensed Software and License Fees

Licensed Software: Q Care Management System SIS

Updates: Included as part of Maintenance Support (Exhibit B)

Enhancements: Provided as part of separate Statement of Work (SOW) as more described under Development Support in Exhibit B.

License Fees: Charge per End User Client

Quantity	Standard License	Field License
1 - 25	\$2200ea	\$1100ea
26 - 50	\$2000ea	\$1000ea
51 - 75	\$1900ea	\$ 950ea
76 - 100	\$1800ea	\$ 900ea
101 - 150	\$1700ea	\$ 850ea
151 - 200	\$1600ea	\$ 800ea
201+	\$1200ea	\$ 600ea

Maintenance Fees: \$40.00 per month per End User Client

EXHIBIT 2

Product Support and Support Fees

Maintenance Support:

Telephone Support:

CHMI shall make available reasonable telephone support to Licensee's personnel to assist them in utilizing the Licensed Software during the hours of 8:00 a.m. to 8:00 p.m. USA Eastern Time on weekdays (exclusive of holidays).

Software Updates:

CHMI may, from time to time, issue new Releases, including Updates and Patches of the Licensed Programs to Licensee containing Error Corrections, and minor Enhancements. In the event of such a Release, Support Vendor shall provide Licensee with one copy of each new Release without additional charge for purposes of upgrading.

CHMI shall correct, within a reasonable period of time, any material reproducible error or malfunction in the Licensed Software. If CHMI, in its sole discretion, requests written verification of an error or malfunction discovered by Licensee, Licensee shall immediately provide such verification, by e-mail, telecopy, or overnight mail, setting forth in reasonable detail the respects in which the Licensed Software fails to perform. An error or malfunction shall be "material" if it represents nonconformity with CHMI's current published specifications for the Licensed Software and CHMI, in its discretion, determines that such error or malfunction is "mission critical" or materially interferes with Licensee's use of the Licensed Software. A "mission critical flaw" is defined as a problem or defect that keeps the system from functioning as specified and seriously impacts productivity of Licensee and has no work-around provision.

Development Support:

From time to time, Licensee may request additional enhancements which are not included in the current public release version of the Licensed Software. CHMI will use its best efforts to include such enhancements under a separate Statement of Work to be developed and agreed between the parties.

Data Conversion Support:

CHMI will provide data conversion services, if necessary, from the current data formats used by Licensee to formats supported by the Licensed Software. CHMI cannot assure accurate data conversion until the data source and content are reviewed. Once data is judged to be suitable for conversion, CHMI will provide a Standard Data Conversion Package for any California Licensee converting to Q from standard versions of SAMS, OnTrack, or the California State FoxPro system for MSSP. The Standard Data Conversion Package will include the following services:

- o A trial execution of the data conversion. The converted database will be made available to Licensee for review and verification for a period of 2 days prior to the actual production conversion.
- o The production conversion of the SAMS, OnTrack, or FoxPro database into the Q database.
- o Loading of the converted database on the designated local server.
- o System Administrator training for up to 2 Licensee resources at the Licensee or Customer location of choice (1 day class)
- o User Training for up to 10 Licensee resources at the Licensee's location of choice (2 day class for up to 10 people)
- o All travel and expenses associated with providing the above services.

To complete the data conversion review, Licensee will provide:

- o A schematic of their current data model.
- o Database dumps of their current SAMS, OnTrack, or FoxPro database for the trial conversion and the actual production conversion.
- o Verification of the trial conversion database.

- o Training facilities to include workstations with access to the designated local server for the staff being trained. (Recommend one trainee per workstation, two per workstation max.)

The Standard Data Conversion Package will be billed at a fixed rate defined below (see Data Conversion Support Fees). Conversion from non-standard SAMS, OnTrack, or California State FoxPro MSSP databases or any other database will be performed on a time and materials basis billed at CHMI's standard hourly rate (see Data Conversion Support Fees)

Support Fees:

Maintenance Support Fees

Customer shall pay a yearly maintenance fee to CHMI for the telephone support, and software updates at a rate of \$480 per year (\$40.00 per month) per Licensed End User or 20% of the Initial License Charge for the Licensed Software, whichever is greater. Payment of Maintenance Support Fees will be paid in three equal installments; 1/3 upon the signing of the agreement, 1/3 upon receipt of the enhanced Q version for customer acceptance testing or start of training whichever is sooner and 1/3 upon the go-live of the enhanced Q version.

Licensee shall be responsible for any out of pocket costs incurred by CHMI and agreed upon by Licensee if provided outside CHMI home offices, including applicable state, use, property, excise, and other similar taxes. In the event CHMI provides any services beyond telephone support services, Licensee shall pay for such services on a time and materials, hourly, or per diem charge, billable to Licensee at CHMI's then current published commercial rates for such services.

Development Support Fees:

A separate Statement of Work will be provided for each development request which outlines the deliverables, schedule, and cost.

Data Conversion Support Fees:

Standard Data Conversion Package:	\$6,500
Hourly rate for all non-standard data conversions:	\$125/hr

An estimate of the data conversion effort will be provided after the source data content is received from the Licensee.

Support Fees provided above are subject to change by advance written notice.

**EXHIBIT 3
Training and Training Fees**

Training Included:

System Administrator Training

- o Introduction to Q for System Administrators 2 Days
- o Enhanced Setup and System Administration 2 Days
- o Best Practices Audit for System Administrators 1 Day

End User Training

- o Introduction to Q Care Management System 3 Days
- o Advanced Q End User Training 2 Days
- o Best Practices Audit for End Users 1 Day

Terms:

- o Maximum of 10 attendees per training session
- o Customer to provide facilities and equipment if training is performed on site; CHMI to provide if training is performed in Cincinnati. Meals not included

Schedule:

Venues and dates to be arranged with Licensee

Training Fees:

System Administrator Training

- o Introduction to Q for System Administrators \$2000
- o Enhanced Setup and System Administration \$2000
- o Best Practices Audit for System Administrators \$1000

End User Training

- o Introduction to Q Care Management System \$3000
- o Advanced Q End User Training \$2000
- o Best Practices Audit for End Users \$1000

Additional Training or Custom Training may be purchased at a rate of \$1000 per day plus direct expenses for travel outside Cincinnati. Training Agendas, Venues, and Dates are subject to change without notice to Licensee unless specifically arranged in advance.

Training Fees provided above are subject to change by advance written notice.

EXHIBIT 4

Documentation, Training Materials, and Fees

Materials

- o Q User Guide
- o Q System Administrators Guide
- o Q Use Case Tutorial Guides

Material Fees

All materials are distributed in electronic form at no cost to Licensee. Hardcopy distribution of all materials is available on request at the following costs:

- o Q User Guide \$25 per copy
- o Q System Administrators Guide \$25 per copy
- o Q Use Case Tutorial Guides \$25 per copy

Material Fees provided above are subject to change by advance written notice. Changes to Material content and organization are subject to updates and edits without notice to the Licensee.

EXHIBIT 5

Mutual Non-Disclosure of Information

All Information exchanged between the parties in conjunction with this Agreement shall be subject to the following terms to the extent permitted by law. Use of the terms "Recipient" and

"Discloser" hereunder refer to either Licensee or CHMI, as the case may be. In consideration of the mutual promises and obligations contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

- A) The parties acknowledge that it may be necessary for each of them, as Discloser, to provide to the other, as Recipient, certain information, including trade secret information, considered to be confidential, valuable and proprietary by Discloser, for the purpose of evaluating a potential business relationship in connection with business projects in which they are engaged (the "Project").
- B) Such information may include, but is not limited to, technical, financial, marketing, staffing and business plans and information, strategic information, proposals, requests for proposals, specifications, drawings, prices, costs, customer information, procedures, proposed products, processes, business systems, software programs, techniques, services and like information of, or provided by, Discloser, its Affiliates or any of their third party suppliers, and also includes the fact that such information has been provided by the Discloser, the fact that the parties are discussing the Project and any terms, conditions or other facts with respect to the Project (collectively Discloser's "Information"). Information provided by one party to the other before execution of this Agreement and in connection with the Project is also subject to the terms of this Agreement. "Affiliates" means any company owned by, or owning in whole or in part, now or in the future, directly or indirectly through a subsidiary, a party hereto.
- C) Recipient will protect Information provided to Recipient by or on behalf of Discloser from any use, distribution or disclosure except as permitted herein. Recipient will use the same standard of care to protect Information as Recipient uses to protect its own similar confidential and proprietary information, but not less than a reasonable standard of care.
- D) Recipient agrees to use Information solely in connection with the Project and for no other purpose. Recipient may provide Information only to Recipient's employees who: (a) have a substantive need to know such Information in connection with the Project; and (b) have been advised of the confidential and proprietary nature of such Information.
- E) All Information will be provided to Recipient in written or other tangible or electronic form and must be marked with a confidential and proprietary notice. Information orally or visually provided to Recipient must be designated by Discloser as confidential and proprietary at the time of such disclosure and must be reduced to writing marked with a confidential and proprietary notice and provided to recipient within thirty (30) calendar days after such disclosure.
- F) Discloser's Information does not include: a) any information publicly disclosed by Discloser; b) any information Discloser in writing authorizes Recipient to disclose without restriction; c) any information Recipient already lawfully knows at the time it is disclosed by Discloser, without an obligation to keep it confidential; d) any information Recipient lawfully obtains from any source other than Discloser, provided that such source lawfully disclosed such information; or e) any information Recipient independently develops without use of or reference to Discloser's Information.
- G) If Recipient is required to provide Information to any court or government agency pursuant to written court order, subpoena, regulation or process of law, Recipient must first provide Discloser with prompt written notice of such requirement and cooperate with Discloser to

appropriately protect against or limit the scope of such disclosure. To the fullest extent permitted by law, Recipient will continue to protect as confidential and proprietary all Information disclosed in response to a written court order, subpoena, regulation or process of law.

H) Information remains at all times the property of Discloser. Upon Discloser's request and upon termination of this Agreement, all or any requested portion of the Information (including, but not limited to, tangible and electronic copies, notes, summaries or extracts of any Information) will be promptly returned to Discloser or destroyed, and Recipient will provide Discloser with written certification stating that such Information has been returned or destroyed.

I) Recipient will not identify Discloser, its Affiliates or any other owner of Information in any advertising, sales material, press release, public disclosure or publicity without prior written authorization by Discloser. No license under any trademark, patent, copyright, trade secret or other intellectual property right is either granted or implied by disclosure of Information to Recipient.

J) The term of this Mutual Non-Disclosure and the parties' obligations hereunder commence on the Effective Date of this Agreement and extend with regard to all Information until two (2) years after termination of this Agreement.

K) This Agreement is binding upon and inures to the benefit of the parties and their heirs, executors, legal and personal representatives, successors and assigns, as the case may be.

L) Licensee acknowledges that CHMI has an Agreement with CareAccess, Inc., to market, sell, install, and support Q Continuum System in the State of California. Accordingly, Licensee agrees that it shall not develop, promote, advertise, market, or sell any products or services outside San Mateo County which are competitive in nature to those provided by CareAccess without the express written consent of CHMI.

EXHIBIT 6 End User Licenses

Authorized End User Licenses:

The following Licensee End Users are authorized to receive license access and support privileges. This Exhibit may be altered from time to time to add or modify authorized End Users by mutual consent of CHMI and Licensee. All changes must be acknowledged by return hardcopy or email of this Exhibit before access privileges are to begin.

Notices: Modifications and amendments to this Exhibit may be communicated in MS Excel format via email attachment to the Authorized Agents noted above.

Schedule H
Health Insurance Portability and Accountability Act (HIPAA)
Business Associate Requirements

Definitions

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations Sections 160.103 and 164.501. (All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.)

- a. *Designated Record Set.* "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- b. *Individual.* "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- c. *Privacy Rule.* "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.
- d. *Protected Health Information.* "Protected Health Information" shall have the same meaning as the term "protected health information" in Section 164.501 and is limited to the information created or received by Contractor from or on behalf of County.
- e. *Required By Law.* "Required by law" shall have the same meaning as the term "required by law" in Section 164.501.
- f. *Secretary.* "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.

Obligations and Activities of Contractor

- a. Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- b. Contractor agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.
- d. Contractor agrees to report to County any use or disclosure of the Protected Health Information not provided for by this Agreement.
- e. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.

- f. If Contractor has protected health information in a designated record set, Contractor agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.
- g. If Contractor has protected health information in a designated record set, Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- h. Contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, County available to the County, or at the request of the County to the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- i. Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- j. Contractor agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (i) of this Schedule, to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

Permitted Uses and Disclosures by Contractor

Except as otherwise limited in this Schedule, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

Obligations of County

- a. County shall provide Contractor with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- b. County shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Contractor's permitted or required uses and disclosures.
- c. County shall notify Contractor of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

Permissible Requests by County

County shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by County, unless the Contractor will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Contractor.

Duties Upon Termination of Agreement

- a. Upon termination of the Agreement, for any reason, Contractor shall return or destroy all Protected Health Information received from County, or created or received by Contractor on behalf of County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.
- b. In the event that Contractor determines that returning or destroying Protected Health Information is infeasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

Miscellaneous

- a. *Regulatory References.* A reference in this Schedule to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. *Amendment.* The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- c. *Survival.* The respective rights and obligations of Contractor under this Schedule shall survive the termination of the Agreement.
- d. *Interpretation.* Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Daniel J. Falke
Name of 504 Person - Type or Print

CH Mack, Inc
Name of Contractor(s) - Type or Print

10101 Alliance Rd, Suite 10
Street Address or P.O. Box

Cincinnati, OH 45040
City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

D. Falke
Signature

Vice President, Operations
Title of Authorized Official

7 Sept. 06
Date

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: CH Mack, Inc.
 Contact Person: Daniel J. Falke
 Address: 10101 Alliance Rd, Suite 100
Cincinnati, OH 45242
 Phone Number: (513) 936-6000
 Fax Number: (513) 936-6006

II Employees

Does the Contractor have any employees? Yes No

Does the Contractor provide benefits to spouses of employees? Yes No

If the answer to one or both of the above is no, please skip to Section IV.

III Equal Benefits Compliance (Check one)

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
- Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- No, the Contractor does not comply.
- The Contractor is under a collective bargaining agreement which began on _____ (date) and expires on _____ (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

D. Falke
 Signature

Daniel J. Falke
 Name (Please Print)

VP, Operations
 Title

7 Sept 06
 Date