

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
SENTRY DATA SYSTEMS, INC.**

THIS AGREEMENT, entered into this \_\_\_day of \_\_\_\_\_, 20\_\_\_, by  
and between the COUNTY OF SAN MATEO, hereinafter called "County," and SENTRY DATA  
SYSTEMS, INC., hereinafter called "Contractor";

**WITNESSETH:**

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  
providing an application that allows the San Mateo Medical Center to purchase and utilize 3408 in  
its 'mixed use' settings.

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

**1. Exhibits and Attachments**

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A-Services

Exhibit B-Payments and rates

Exhibit F -Corporate Compliance SMMC Code of Conduct (Third Parties)

**2.Services to be performed by Contractor**

In consideration of the payments set forth herein and in Exhibit B and in the Attachment 1  
thereto ("Exhibit 8"), Contractor shall perform services for County in accordance with the  
terms, conditions and specifications set forth herein and in Exhibit A and in the Attachment 1  
thereto ("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. In no event shall the County's total  
fiscal obligation under this Agreement exceed THREE HUNDRED FIFTY THOUSAND  
DOLLARS, [\$350,000].

**4. Term and Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from March 1, 2010 through February 28, 2013.

This Agreement may be terminated by Contractor, the Chief of the Health System or his/her designee at any time without a requirement of good cause upon 180 days' written notice to the other party.

**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. Subcontracting**

Contractor shall not subcontract 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 County. Any such subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

**8. 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. The Contractor shall furnish the County with certificates of insurance evidencing the required coverage. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the County of any decrease in the limits of liability or of any cancellation of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance.** The Contractor shall have in effect during the entire term of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage.
- (2) **Liability Insurance.** The Contractor shall take out and maintain during the term of this Agreement Comprehensive General Liability with limits of \$1,000,000/claim and \$3,000,000 aggregate.

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.

**9. Non-Discrimination and Other Requirements**

- A. *Section 504 applies only to Contractors who are providing services to members of the public.* To the extent applicable to Contractor, 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 during the term of this Agreement.
- B. *General non-discrimination.* During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for employment, 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.
- C. *Equal employment opportunity.* To the extent applicable to Contractor, 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.
- 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:
- 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.

**10. Controlling Law and Venue**

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. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

**11. Notices**

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United States mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt, for transmittal, charges prepaid, addressed to:

If to County: Susan Ehrlich, MD, MPP  
Chief Executive Officer  
San Mateo Medical Center  
222 W/ 39<sup>th</sup> Avenue  
San Mateo, CA 94403  
Facsimile: (650) 573-2950

With copy to: County Counsel's Office  
400 County Center  
Redwood City, CA 94063  
Facsimile: (650) 363-4034

If to Contractor: Travis Leonardi  
President  
Sentry Data Systems, Inc.  
600 Fairway Drive, Suite 201  
Deerfield Beach, FL 33441  
Facsimile: (954) 241-6812

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

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

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
Richard S. Gordon, President  
Board of Supervisors, San Mateo County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

SENTRY DATA SYSTEMS, INC.

  
Contractor's Signature

Date: 9/16/10



## EXHIBIT A

In consideration of the payments set forth in **Exhibit B**, Contractor shall provide the services as, and subject to all the terms and conditions as set forth on Attachment 1 to Exhibits A and B to the Agreement, which Attachment 1 is hereby incorporated herein by reference. In the event of a conflict between the terms of the Agreement and Attachment 1 to Exhibit A and B to the Agreement, the terms of the Agreement shall control.



## EXHIBIT B

In consideration of the services provided by Contractor in **Exhibit A**, County shall pay Contractor based on the "Pricing and Invoicing" information set forth on Exhibit A-1 to Attachment 1 to Exhibits A and B to this Agreement and Section 5 of the Attachment 1.



## ATTACHMENT 1 TO EXHIBITS A AND B TO THE AGREEMENT

This Attachment 1 to Exhibits A and B to the Agreement, together with all Exhibits attached to this Attachment 1 and incorporated herein ("Attachment"), is entered into by and between County of San Mateo ("Entity") and Sentry Data Systems, Inc. ("Sentry"), effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2010 ("Effective Date").

## RECITALS

WHEREAS, Entity desires to engage Sentry to provide the services specified in this Attachment ("Services"), and Sentry desires to provide such Services to Entity.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Engagement. Entity hereby engages Sentry, and Sentry accepts Entity's engagement, to provide those Services to Entity that are detailed in the following Exhibits (check those that apply) pursuant to the terms and conditions of this Attachment and the applicable Exhibit, which Exhibits are attached hereto and hereby incorporated by reference herein:

|              |   |               |
|--------------|---|---------------|
| Exhibit A:   | Sentinel RCM™                                   | <u>  X  </u>  |
| Exhibit A.2  | DRA Tool, a compliance module for Sentinel RCM™ | <u>  --  </u> |
| Exhibit B:   | Sentrex™  | <u>  --  </u> |
| Exhibit B.2: | Sentrex330™                                     | <u>  --  </u> |
| Exhibit C:   | HealthBIT™                                      | <u>  --  </u> |

Additionally, all engagements require the execution of the following Exhibits, which are attached hereto and are hereby incorporated by reference herein:

|            |                              |
|------------|------------------------------|
| Exhibit D: | Business Associate Agreement |
| Exhibit E: | Participating Facilities     |

2. Definitions. Each Exhibit includes defined terms specific to the Services described in that Exhibit. Such defined terms are part of this Attachment as if fully set forth herein.

3. Obligations of the Parties.

- 3.1. Sentry's Obligations. Sentry will perform the Services specified in the Exhibits attached hereto as indicated in Section 1 hereof. In addition to the obligations required by the applicable Exhibits, Sentry will perform the following for all Services provided:

- a. Conduct its operation in compliance with applicable federal, state and local laws, rules and regulations.
- b. Obtain all required licenses and maintain such licenses in good standing with the issuing regulatory authorities.

- 3.2. Entity's Obligations. Entity will perform the obligations specified in the Exhibits attached hereto as indicated in Section 1 hereof. In addition to the obligations required by the applicable Exhibits, Entity shall also:

- a. Conduct its operations in compliance with all applicable federal, state and local laws, rules and regulations.
- b. Obtain all required licenses and maintain such licenses in good standing with the issuing regulatory authorities.
- c. Provide Sentry, on a timely basis with: (i) all required data in accordance with the specifications provided by Sentry, (ii) access to data as specified in this Attachment and/or the Exhibits hereto, and (iii) data that conforms to the specifications set forth or referenced in this Attachment, the attached Exhibits, and mutually agreed upon implementation plans. Entity acknowledges that the Services are executed only on the data received from the Entity.
- d. Provide Sentry, promptly following execution of the Agreement, the Entity's policies and procedures and/or rules upon which the Services will execute ("Policies and Procedures").

4. Term and Termination.

- 4.1. Termination for Cause. If either party, at any time, materially fails to perform its obligations under the Agreement or breaches any material term or condition of the Agreement, and such material default or breach, being curable, continues uncured for a period of thirty (30) days following written notice to the defaulting party from the non-defaulting party, then the party who is not in breach may terminate the Agreement forthwith. If either party, at any time, breaches any material term or condition of the Agreement that is not curable, then the party who is not in breach may immediately terminate the Agreement. Notwithstanding anything to the contrary set forth in the Agreement, if such material default or breach is solely with respect to the provisions of Exhibit A, Exhibit A.2, Exhibit B, or Exhibit C of this Attachment, then the non-breaching party may, at its option, elect to terminate the Agreement in its entirety, or solely with respect to the provisions of such Exhibit to the Attachment.
- 4.2. Termination Due to Bankruptcy. In the event that during the term of the Agreement the Entity (i) becomes insolvent on balance sheet, unable to pay its liabilities, dissolves, or otherwise terminates its existence, and the event is not cured within 30 days after written notice to the Entity, or (ii) becomes subject to any proceeding, whether voluntary or involuntary, under any bankruptcy or insolvency law or laws relating to the relief of debtors, readjustment of indebtedness or reorganization or composition by or against the insolvent party, which proceeding, is not dismissed within 30 days of commencement, then the parties shall promptly work together to resolve Entity's financial obligations hereunder, and if not resolved to the satisfaction of Sentry promptly, then Sentry shall have the right to terminate the Agreement in its entirety.
- 4.3. Effects of Termination. Upon termination of the Agreement for any reason, each party shall immediately destroy or return to the other party any and all of the other party's confidential and proprietary information and all materials prepared by the other party (or its representatives), which contain or otherwise relate to the confidential and proprietary information in its possession or control. Upon either party's request, a duly authorized corporate officer of the other party shall certify in writing that such return and destruction has occurred.
- 4.4. Suspension of Services. In the event that Entity shall have any amounts past due for more than ninety (90) days, then, in addition to any other remedies at law or equity, Sentry shall have the right, in its sole discretion, upon two (2) business days' written notice, to suspend any Services being provided hereunder. Such suspension of Services will remain in effect until such time as Entity brings all amounts due to a fully paid status.
- 4.5. Termination Due to Cancellation of 340B Program. In the event that the entire 340B Program is cancelled, Entity may immediately terminate the Agreement upon written notice to Sentry.

5. Pricing and Payment.

- 5.1. Pricing. In consideration for the performance of Services hereunder by Sentry for Entity, Entity shall compensate Sentry as specified in each Exhibit attached to this Attachment and made a part the Agreement. Failure to make payments as specified herein shall constitute a material breach of this Agreement.
- 5.2. Payment. In the event that Entity shall be more than thirty (30) days past due in respect of any amounts due Sentry under the Agreement, Sentry shall have, in addition to any other remedies hereunder, the right to charge interest at the rate of one and one-half percent (1.5%) per month on the outstanding balances ("Late Fees"). All payments received will be applied first to outstanding late fees. Additionally, should Entity be more than sixty (60) days in arrears, Sentry shall have the right to require Entity to provide a security deposit in an amount equal to twice (2x) the largest monthly invoice incurred by Entity hereunder.

6. Intellectual Property, Warranty, Liability Limitation.

- 6.1. "Intellectual Property" shall mean inventions, works of authorship or art, websites, domain names, documentation, know-how, plans, copyrights, trademarks, patents and patent applications, business models, business plans, business lines, business strategies, trade secrets, information relating to any product or process, developments, research work, improvements, discoveries, creations, computer programs, designs, concepts, formulas, ideas, methods, proprietary data, techniques, all object and source code, screens, drawings, data, prototypes, algorithms, procedures, compilations, programming, systems, writings, and other intellectual property rights and technical information and materials, in oral, demonstrative, written, graphic or machine-readable form, and either owned as of the effective date of the Agreement or independently developed thereafter and any and

all derivative works therefrom and any and all patents and copyrights therein or any improvements thereof or other property that is commonly referred to as intellectual property.

- 6.2. Ownership of Intellectual Property. Entity acknowledges and agrees that Sentry shall retain all right, title and ownership of any and all Sentry's Intellectual Property including any and all enhancements and modifications thereto and derivative works thereof. Entity shall not take any ownership interest or implied license right in any element, segment or component of the intellectual property of Sentry which is incorporated in the Services. Sentry, its successors and assigns, further reserve the right to make modifications, updates, improvements (including any derivative works thereof) or other changes to any pre-existing works or derivative works based on Sentry's technology or any portion thereof.
  - 6.3. No "Works Made For Hire" Intended. Entity acknowledges and agrees that any Intellectual Property developed by Sentry, either at the request of the Entity or as may otherwise be necessary for its performance hereunder shall continue to be the property of Sentry and shall not constitute a work made for hire.
  - 6.4. Authority Warranty. Each party represents and warrants to the other party that: (i) it has the authority to enter into the Agreement, (ii) entering into the Agreement will not cause the representing party to violate or otherwise be in default of the representing party's other agreements, and (iii) it has qualified and experienced personnel for the performance of the Agreement. In addition, Sentry hereby represents and warrants that it owns or possesses legal rights to provide Services to Entity hereunder.
  - 6.5. Reservation of Rights. All rights not expressly granted to Entity under this Attachment are reserved and retained by Sentry. Except as expressly provided in this Attachment, Entity is not granted any rights to patents, copyrights, trade secrets, trade names, trademarks or any other rights or licenses with respect to the Services.
  - 6.6. Disclaimer. Except as otherwise expressly set forth herein, NEITHER SENTRY NOR ANY OF ITS AFFILIATES OR LICENSORS MAKES AND SHALL NOT BE DEEMED TO HAVE MADE, ANY WARRANTY OR REPRESENTATION TO ENTITY OR ANY OTHER PERSON OR ENTITY IN CONNECTION WITH THE SERVICES OR PRODUCTS, ANY SUBJECT MATTER CONTAINED WITHIN THE AGREEMENT OR ANY EXHIBITS HERETO AND EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS AND/OR IMPLIED WARRANTIES AND REPRESENTATIONS, INCLUDING WITHOUT LIMITATION ANY EXPRESS AND/OR IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY AND/OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OR NON-INFRINGEMENT WITH RESPECT TO ANY AND ALL PRODUCTS AND/OR SERVICES HEREUNDER. In addition, Entity hereby acknowledges and agrees that the Services are executed only on the data that Sentry receives from Entity and the Entity's own Policies and Procedures.
  - 6.7. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL SENTRY, ITS AFFILIATES, LICENSORS OR ANY PERSON OR ENTITY THAT HAS BEEN INVOLVED IN THE CREATION OF THE PRODUCTS OR DELIVERY OF SERVICES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, REGARDLESS OF THE FORM OF ACTION, ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, THE FURNISHING, PERFORMANCE OR USE OF ANY PRODUCTS, ANY OTHER MATERIAL AND/OR SERVICES PROVIDED HEREUNDER OR PERFORMED IN CONNECTION WITH THE AGREEMENT, OR ENTITY'S FAILURE TO PERFORM ITS OBLIGATIONS TO THIRD PARTIES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The entire liability of Sentry, its affiliates or licensors for any action, claim or cause of action whatsoever, including without limitation, breach of contract, warranty, tort, negligence or any other legal theory, shall be exclusively limited to the replacement of the non-conforming Service. In no event shall the damages exceed the fees received by Sentry in respect to the non-conforming Service in the 12 months immediately preceding the default. THE PRICE STATED FOR THE SERVICES IS A CONSIDERATION IN LIMITING LIABILITY.
7. Information, Confidentiality.
- 7.1. Protected Health Information Agreement. The privacy and security regulations of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") contemplate that health providers and others called "covered entities" may be required to enter into certain "business associate agreements" with persons or entities that assist in treatment, payment, or health care operations and who have access to "protected health information." The parties agree to execute a business associate agreement or take such steps as may be required by HIPAA or similar regulations. The parties agree to comply with the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 through 164 and the Security Standards for the Protection of Electronic Protected Health Information, 45 C.F.R. Part 164 (collectively the "HIPAA Regulations"), to the extent applicable

to the Agreement and agree not to use or further disclose any protected health information as defined in 42 USC Section 1320d ("PHI") concerning Entity patients other than as permitted by the Agreement and the requirements of HIPAA or regulations promulgated there under. Sentry will implement appropriate safeguards to prevent the inappropriate use or disclosure of PHI. Sentry shall make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of Health and Human Services to the extent required for determining compliance with the HIPAA Regulations. Sentry will execute the business associate agreement with Entity attached hereto as Exhibit D.

7.2. Access to Books and Records. Sentry agrees to make available to the Comptroller General of the United States Department of Health and Human Services ("HHS") and their duly authorized representatives, the books, documents and records of Sentry and such other information as may be required by the Comptroller General or Secretary of HHS to verify the nature and extent of the costs of services provided by Sentry. If Sentry carries out the duties of the Agreement through a subcontract worth \$10,000 or more over a twelve (12) month period with another organization, the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General and their representatives to that organization's books and records. The obligation of Sentry to make records available shall extend for four (4) years after the furnishing of the latest services under the Agreement.

7.3. Confidentiality. The parties agree that during the negotiation and the term of the Agreement, each party has learned or may learn of confidential and proprietary information, including, but not limited to, intellectual property, belonging to the other party. Accordingly, the parties agree that the confidential and proprietary information of each party shall remain that party's sole and exclusive property during the term of the Agreement and thereafter, and except as required by legal process, neither party, directly or indirectly, may reveal, disclose or disseminate by publication of any sort or release in any manner or means, the other party's confidential or proprietary information. In the event a receiving party becomes legally compelled (by deposition, interrogatories, requests for information or documents, subpoena, civil or criminal investigatory demand, or similar process) to disclose any of the confidential information of a disclosing party, then the receiving party shall provide the disclosing party with a prompt written notice of the request or requirement so that the disclosing party may seek a protective order or other remedy sufficient to the disclosing party or waive compliance with the provisions of the Agreement. If a protective order or other remedy sufficient to the disclosing party is not obtained, or if the disclosing party waives in writing compliance with the terms of the Agreement, then the receiving party may furnish only that portion of the confidential information which the receiving party is advised by written opinion of its counsel is legally required to be disclosed. The parties further agree to take reasonable steps to cooperate with each other in seeking to obtain any protective order or other assurance of confidential treatment of the confidential information. Each of the parties hereto acknowledges that irreparable harm, for which there would be no adequate remedy at law, would arise from a violation of the confidentiality obligations under the Agreement. Therefore, each party acknowledges that a breach of the confidentiality obligations hereunder would give rise to a right to an injunction in favor of the non-breaching party. Notwithstanding the foregoing, the parties are entitled to pursue any appropriate remedies at law or in equity for breach of the Agreement. Sentry reserves the right to use and aggregate de-identified data (data devoid of protected health information) in Sentry's research and development initiatives as well as future Sentry products and/or services. Entity acknowledges that such de-identified data is not subject to any confidentiality obligations and that Sentry has an unrestricted and irrevocable right to use, modify, disclose, sell and otherwise distribute any de-identified data to others. The terms of this Section 7.3 shall indefinitely survive the termination or expiration of the Agreement.

## 8. Miscellaneous.

8.1. Entire Agreement. The Agreement, together with the Attachment and the Exhibits attached thereto and incorporated therein, contains the entire understanding among the parties and supersedes any prior understandings and written or oral agreements among them in regard to the subject matter of the Agreement; provided, however, that any agreement whose principal purpose is to provide for confidentiality of information and that has been entered into between the parties prior to the date hereof shall survive to the extent that it is not inconsistent with the terms and conditions of the Agreement. There are no other oral or written representations, agreements, arrangements or understandings between and among the parties relating to the subject matter of the Agreement that are not fully expressed in this Agreement.

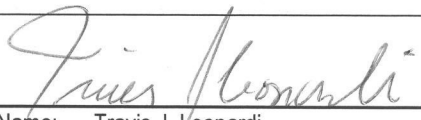
8.2. Contract Liaison. By letter, each party may designate a person to serve as its contract liaison to the other party. In the absence of a designation of a contract liaison, the first named person signing the Agreement on behalf of each party shall serve as that party's contract liaison.

- 8.3. Relationship of the Parties. The Agreement does not create an employment, partnership, joint venture or agency relationship between the parties of any kind or nature. Except as may specifically be authorized pursuant to the Agreement, neither party shall have any right, power, or authority under the Agreement to act as a legal representative or attorney-in-fact of the other party, and neither party shall have any power to obligate or bind the other or to make any representations, express or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever. Entity acknowledges that Sentry and its officers are engaged in the business of owning or managing health care business ventures and agrees that the Agreement imposes no restriction on the present and future business of Sentry or its officers (in a corporate capacity as well as individual capacity) in owning or managing other health care or other business ventures.
- 8.4. Successors. The Agreement and all the terms and provisions of it shall be binding on and shall inure to the benefit of the parties and their respective legal representatives, heirs, successors and assigns, except as otherwise expressly provided for in the Agreement.
- 8.5. Modification. The Agreement may not be modified, supplemented or amended except by a writing signed by both parties hereto.
- 8.6. Interpretation. The Agreement shall be deemed to have been jointly drafted and no provision shall be interpreted more favorably on behalf of one party over the other.
- 8.7. Section Headings. The various section headings are inserted for convenience only and shall not affect the meaning or interpretation of the Agreement or any section thereof.
- 8.8. Severability. In the event that any provision of this Agreement is found to be invalid and/or unenforceable, then that provision shall be severed from this Agreement, with the balance of this Agreement remaining in full force and effect.
- 8.9. Survival. The provisions of those sections which by their nature were intended to survive the Agreement's termination or expiration date, shall so survive and continue beyond any termination or expiration of the Agreement.
- 8.10. Waiver. Unless agreed to in writing, the failure of either party, at any time, to require performance by the other of any of the provisions hereunder, shall not affect its rights thereafter to enforce the same, nor shall a waiver by either party of any breach of any provision hereunder be taken or held to be a waiver of any other preceding or succeeding breach of any term or provision of the Agreement. No extension of time for the performance of any obligation or acts shall be deemed to be an extension of time for any other obligation or act hereunder.
- 8.11. Assignment. The Agreement shall not be assignable by either party without the prior written consent of the other party, which may be given or withheld in that party's sole discretion. Notwithstanding the foregoing, Sentry may assign the Agreement to its successor in interest and/or delegate one or more of its obligations hereunder and under the Exhibits attached hereto and made a part hereof to one or more of its subsidiaries or affiliates, provided that such delegation shall not relieve Sentry of any of its obligations hereunder. In the event of such assignment by Sentry, Sentry will provide a written notice to Entity of the successor in interest and Entity may choose to terminate the Agreement in its entirety within 30 days of the date of the written notice.
- 8.12. Non-Solicitation. During the term of the Agreement and for a period of one year after the termination or expiration thereof, Entity agrees not to solicit for employment or hire any employees of Sentry. Former employees of Sentry who have left the employ of Sentry for more than 180 continuous days prior to the solicitation shall not be considered "employees" for the purposes of this section.
- 8.13. Counterparts and Facsimiles. The Agreement may be executed in one or more counterparts, and may be delivered via facsimile, each of which counterparts and facsimiles shall be deemed an original for all purposes, but all of which shall constitute one and the same instrument.
- 8.14. Calendar Days. All date calculations herein shall be in calendar days unless expressly noted otherwise herein.
- 8.15. Force Majeure. Neither party will be liable for or be deemed to have breached any of its obligations under the Agreement (other than an obligation to pay money) if that party's failure to perform under the terms of the Agreement is due to any of the following: failure or delay in performance by the other party to the Agreement or anyone acting for or under such other party; any strikes, lockouts, acts of God, insurrection, riots, wars, terrorist attacks, natural disasters, fires, explosions, epidemics, quarantines, earthquakes, storms, floods, any shortages



of energy, fuel, or any utility (e.g., electrical, natural gas, etc.) failure or disturbance however caused; any governmental action not the fault of the non-performing party or similar condition or circumstance that is not caused by the non-performing party.

IN WITNESS WHEREOF, the parties have caused this Attachment to be executed as of the date written below.

| SENTRY DATA SYSTEMS, INC. |   | COUNTY OF SAN MATEO |  |
|---------------------------|---|---------------------|--|
| By:                       |  | By:                 |  |
| Name:                     | Travis J. Leonardi  | Name:               |  |
| Title:                    | President   | Title:              |  |



## Technology Services Agreement

### Exhibit A: Sentinel RCM™ Services

Pursuant to the terms of the Technology Services Agreement and this Exhibit A, the services Sentry will provide to Entity will include those services set forth in this Exhibit A. The parties acknowledge that the Sentinel RCM Services described herein shall be provided separately to each of the Participating Facilities listed on Exhibit E. Accordingly, references in this Exhibit to "Entity" shall be deemed, where appropriate, to refer to each Participating Facility individually.

1. Definitions. All defined terms in this Exhibit, which are not specifically listed below, are included in the Attachment of which this Exhibit is a part. In addition to the capitalized terms defined in the Attachment, the following terms shall have the following meanings for purposes of this Exhibit A:

- 1.1 "Covered Person" means an individual who meets the definition of a patient under the Section 340B Program, as outlined in the Entity's Policies and Procedures.
- 1.2 "Drug Wholesaler" means a company that serves as an intermediary between a drug manufacturer and the Entity for the drug purchases by the Entity of 340B and non-340B drugs and products.
- 1.3 "Entity's Pharmacy" means an Entity's pharmacy that dispenses medications to Outpatients within the walls or legal structure of the Entity.
- 1.4 "HIS" means the Entity's administrative, clinical and financial information systems.
- 1.5 "Outpatient" means an individual who receives outpatient services from or under referral from the Entity.
- 1.6 "Participating Facility" means each of those facilities listed on Exhibit E. Additional facilities may be added from time to time upon a request by Entity and subject to a mutually agreed upon written amendment that adds such facilities to Exhibit E.
- 1.7 "Sentinel RCM" or "Sentinel RCM Services" shall mean the Web-delivered Sentry Sentinel RCM which Entity is being granted access to in connection with the Sentry 340B services as specified herein.

2. Obligations of the Parties.

- 2.1 If requested by Entity, Sentry can provide Entity with an example set of Policies and Procedures, after the Agreement is signed. Entity is required to adapt, conform or otherwise author its own Policies and Procedures in accordance and compliance with the requirements of the 340B program regulations. Upon having done same and after review by Sentry, Entity's Sentinel RCM will be executed in accordance therewith. Sentry will provide Entity with access to the Sentinel RCM, which executes on the Policies and Procedures of the Entity, to enable Entity to: (a) track medications dispensed through the Entity's Pharmacy; (b) determine which medications need to be replenished for the Entity's Pharmacy; (c) determine whether to replenish such medications through the Section 340B Program; and (d) create an audit trail for all dispensations replenished using the 340B Program, such that Entity can verify and demonstrate that it has not dispensed through the Entity's Pharmacy a drug purchased through the Section 340B Program to an individual who is not a Covered Person. Pursuant thereto, Sentry will provide the following services:
  - 2.1.1 Utilize data from the Entity's HIS systems as necessary to determine whether an individual receiving medication from the Entity's Pharmacy is a Covered Person at the time when such medications were received;
  - 2.1.2 Load applicable price lists from the Entity's Drug Wholesaler for Entity;
  - 2.1.3 Track all medications dispensed to Covered Persons and list items available for replenishment under 340B. Sentinel RCM, based on input from Entity, will prepare electronic replenishment orders to Drug Wholesaler or Entity's materials management system, as determined by Entity, for medications that have reached the NDC (National Drug Code) quantity package size unit of issuance, utilizing the Section 340B price list and identifying the price to be paid by Entity;

- 2.1.4 Submit Entity generated and approved replenishment orders electronically to Drug Wholesaler or Entity's materials management system, as determined by Entity (all 340B replenishment orders to be approved by authorized Entity's Pharmacy staff);
  - 2.1.5 Electronically match all replenishment orders, replenishment order acknowledgements and shipments received from Drug Wholesaler (subject to the Entity's Pharmacy's inventory and/or materials management system limitations);
  - 2.1.6 Provide Entity with a tool that electronically audits and reconciles all medications dispensed to Covered Persons, invoices, replenishment orders, shipments received and payments (subject to the Entity's Pharmacy's inventory and/or materials management system limitations);
  - 2.1.7 If Entity provides Sentry with price lists for non-Section 340B priced drugs, provide reports that show cost savings from the utilization of the Sentinel RCM;
  - 2.1.8 At the end of each claims cycle, or other processing time period as mutually agreed to by the parties, provide reports to Entity regarding the amounts owed to Drug Wholesaler (subject to Sentry receiving electronic purchase order acknowledgements from Drug Wholesaler) and Sentry;
  - 2.1.9 Provide a secure web portal for authorized Entity staff to monitor and utilize the Sentinel RCM;
  - 2.1.10 Provide training as set forth in Section 3 below and user manuals to authorized Entity staff on the use of the Sentinel RCM; and
  - 2.1.11 Issue a Login ID and Temporary Password to all Entity staff authorized to use the Sentinel RCM.
- 2.2 Entity will:
- 2.2.1 Establish a separate and distinct Section 340B account with Drug Wholesaler;
  - 2.2.2 Assign one or more authorized Entity staff to review, process and authorize all replenishment orders generated through the Sentinel RCM;
  - 2.2.3 Make available authorized Entity personnel for training on the use of the Sentinel RCM;
  - 2.2.4 Provide Sentry with the data as specified by Sentry;
  - 2.2.5 Pay Drug Wholesaler for the drug costs associated with all replenishment orders made via the Sentinel RCM and shipped to the Entity's Pharmacy. Payments to Drug Wholesaler will be calculated by Sentry based upon the Section 340B price list furnished to Sentry as described in Section 2.1.2 above.
  - 2.2.6 Entity shall not enter into a contract, or any other similar arrangement, for 340B systems and services with any third party other than Sentry during the term of this Agreement.
  - 2.2.7 So long as the Agreement is in effect, maintain its enrollment in the Section 340B Program as long as Entity qualifies for covered entity status under such program.
- 3 Training. Sentry agrees to provide remote training and three (3) on-site visits for the Entity to include (i) kickoff, (ii) implementation, and (iii) one additional meeting at no cost to Entity, in the access and use of the Program to any staff members selected by Entity, which training shall be provided at mutually agreed upon times during all necessary shifts.
- 4 Payment Terms. As consideration for access to the Sentinel RCM and related services as described herein, Entity shall pay Sentry in accordance with the terms and conditions outlined in Exhibit A-1 attached hereto and made a part hereof.
5. Service Level Agreement. Sentry agrees to provide:
- 5.1 99% uptime to services and systems during normal business hours of operation, defined as Monday – Sunday, 7AM-10PM Eastern, as measured over the course of a month.

- 5.2 Exceptions to the 99% commitment are: scheduled maintenance; force majeure (including federally declared natural disasters in either Entity's or Sentry's physical location); technical difficulties attributable to any non-Sentry computer hardware, claims processing software, claims processing clearinghouse or switch; technical difficulties attributable to a Covered Person's third-party Pharmacy Benefit Manager (PBM) system, or technical difficulties attributable to Entity's data interface with Sentry unless such technical difficulties are the fault of Sentry.

6. Miscellaneous Provisions.

- 6.1 Electronic Health Record. The Electronic Health Record ("EHR") is generated by Entity's data and is a record documenting the health care services that required the use of the 340B program. The EHR is required to be reviewed and adopted by the Entity's medical records department and adopted by the Entity's medical records committee to be an integral part of the patient's medical record. Each party hereby acknowledges and agrees that the data residing in the EHR is a part of the Entity's official medical records.

- 6.2 Termination. In addition to termination pursuant to Section 4 of the Attachment, the Agreement may also be terminated as follows:

- 6.2.1 Termination Due to Loss of Covered Entity Status. Either party may immediately terminate the Agreement, upon written notice to the other party, if Entity ceases to qualify as a covered entity under the Section 340B Program.

- 6.2.2 Termination Due to a Change in Federal or State Laws. Either party may terminate the Agreement in its entirety or with respect solely to Exhibit A, Exhibit A.2, Exhibit B, or Exhibit C of this Attachment upon at least ninety (90) days' prior written notice to the other party if the terminating party receives the written opinion of its legal counsel that due to changes in federal or state law or regulations, or in any judicial or administrative interpretation of those laws, it is probable that the continued performance under the Agreement or such Exhibit will subject the party to potential penalties under any law or jeopardize its federal tax exemption, provided that, in such event, the parties shall discuss appropriate revisions to the Agreement or such Exhibit, and promptly thereafter negotiate in good faith to cure the circumstances giving rise to the unfavorable legal opinion, and provided further that, notwithstanding anything to the contrary set forth in the Agreement, unless the Agreement or such Exhibit is amended to eliminate the impact of the changes in law, neither party shall be obligated to continue with the Agreement or such Exhibit beyond the later to occur of: (i) the effective date of the termination notice or (ii) the date when the change in law that gave rise to the unfavorable legal opinion becomes effective. Any notice of termination shall include a copy of the written opinion from legal counsel upon which such termination is based. In the event that the Agreement is terminated with respect solely to Exhibit A, Exhibit A.2, Exhibit B, or Exhibit C of this Attachment, the Agreement shall remain in full force and effect with respect to the other Exhibit.

**Exhibit A-1: Pricing & Invoicing**

1. **Product or Service:** Sentinel RCM with 340B and DRA Tool.
  - a. "340B" is a Sentinel RCM module that acts according to an entity's policies and procedures to operate and maintain compliance with the 340B Drug Pricing Program.
  - b. "DRA Tool" is a Sentinel RCM module that automates the reporting of all 340B medications dispensed to Medicaid patients by 11-digit NDC. Dispensations are collated and presented to Entity's staff for review and subsequent submission to Medicaid.
2. **Pricing:** Entity shall pay Sentry the fees as listed in the below table. All fees are non-refundable. The Base Fee and Implementation Fee are due for each Participating Facility.
3. **Invoicing:** Unless specified otherwise in the below table, invoices shall be due and payable upon receipt.

| Location  | Service   | Fee  | Basis    | Billing Cycle   |
|-----------|---|--|----------|---|
| DSH050113 | Bundled Base Fee for Sentinel RCM and 340B                      | \$45,000   | Annual   | Effective Date of Agreement, and Each anniversary date of the Effective Date during the remainder of the Term |
| DSH050113 | DRA Tool Fee  | \$18,000   | Annual   | Effective Date of Agreement, and Each anniversary date of the Effective Date during the remainder of the Term |
| DSH050113 | Bundled Implementation Fee for Sentinel RCM, 340B, and DRA Tool | \$52,500 if implemented using Sentry's Standard Implementation Process and Sentry's installers; if not, then the Implementation Fee is \$105,000       | One-time | Effective Date of Agreement   |
| DSH050113 | Re-Implementation Fee   | \$52,500 if re-implemented using Sentry's Standard Implementation Process and Sentry's installers; if not, then the Re-Implementation Fee is \$105,000 | One-time | Prior to Re-implementation  |
| DSH050113 | Fee after Suspension per Section 4.4 is Lifted                  | \$5,000  | One-time | Prior to lifting suspension   |

\*\*"Go Live Date" for Sentinel means the date the first successful order is transmitted to the Drug Wholesaler via the Sentinel system.

**Technology Services Agreement****Exhibit D: Business Associate Agreement**

This Exhibit D supplements and is made a part of the Underlying Agreement (as defined below). This Business Associate Agreement establishes specific legal obligations regarding the terms of the relationship between Sentry Data Systems, Inc. ("Sentry") and the entity identified on the signature page hereof ("Entity"), as it relates to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and 45 C.F.R. Part 160 through Part 164, the Standards for Privacy of Individually Identifiable Health Information and 45 C.F.R. Part 164, Security Standards for the Protection of Electronic Protected Health Information ("HIPAA Regulations");

WHEREAS, Sentry and the Entity are parties to the Underlying Agreement (as defined below) pursuant to which Sentry provides certain technology services to the Entity and, in connection with the provision of those services, the Entity discloses to Sentry certain Protected Health Information ("PHI") (as defined in 45 C.F.R. §164.501), that is subject to protection under HIPAA and the HIPAA Regulations;

WHEREAS, the Entity is a "Covered Entity" as that term is defined in the HIPAA Regulations;

WHEREAS, Sentry, as a recipient of PHI from the Entity, is a "Business Associate" as that term is defined in the HIPAA Regulations;

WHEREAS, pursuant to the HIPAA Regulations, all Business Associates of Covered Entities must agree in writing to certain mandatory provisions regarding the use and disclosure of PHI; and

WHEREAS, the purpose of this Exhibit D is to comply with the requirements of the HIPAA Regulations, including, but not limited to, the Business Associate contract requirements at 45 C.F.R. §164.504(e).

NOW, THEREFORE in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Definitions.** Unless otherwise provided in this Exhibit D, capitalized terms have the same meanings as set forth in the HIPAA Regulations.
2. **Services.** The services to be provided by Business Associate are identified in a separate agreement and Exhibits attached thereto and incorporated therein between the parties entitled Agreement between the County of San Mateo and Sentry Data Systems, Inc. ("Underlying Agreement") with the Underlying Agreement's Attachment, to which this Business Associate Agreement serves as Exhibit D.
3. **Scope of Use and Disclosure by Sentry of Protected Health Information.**
  - 3.1. Contractual Obligations. Sentry shall be permitted to use and disclose PHI that is disclosed to it by the Entity as necessary to perform its obligations under the Underlying Agreement.
  - 3.2. Proper Management and Administration. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Exhibit D or required by law, Sentry may:
    - 3.2.1. Use the PHI in its possession for its proper management and administration and to fulfill any legal responsibilities of Sentry;
    - 3.2.2. Disclose the PHI in its possession to a third party for the purpose of Sentry's proper management and administration or to fulfill any legal responsibilities of Sentry; provided, however, that the disclosures are required by law or Sentry has received from the third party written assurances that: (i) the information will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the third party; and (ii) the third party will notify Sentry of any instances of which it becomes aware in which the confidentiality of the information has been breached
    - 3.2.3. Provide Data Aggregation Services to the Entity relating to the Health Care Operations of Entity if so requested.

4. **Obligations of Sentry.** In connection with its use and disclosure of PHI, Sentry agrees to comply with the following standards:
  - 4.1. Limited Disclosure. Use or further disclose PHI only as permitted or required by this Exhibit D or as required by law.
  - 4.2. Safeguards. Use reasonable and appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Exhibit D;
  - 4.3. Mitigation. To the extent practicable, mitigate any harmful effect that is known to Sentry of a use or disclosure of PHI by Sentry in violation of this Exhibit D.
  - 4.4. Report Unauthorized Disclosures. Report to the Entity any use or disclosure of PHI not provided for by this Exhibit D of which Sentry becomes aware.
  - 4.5. Agreements With Contractors. Require contractors or agents to whom Sentry provides PHI to agree to the same restrictions and conditions that apply to Sentry pursuant to this Exhibit D.
  - 4.6. HHS Access. Make available to the Secretary of Health and Human Services Sentry's internal practices, books and records relating to the use and disclosure of PHI for purposes of determining the Entity's compliance with the HIPAA Regulations, subject to any applicable legal privileges.
  - 4.7. Accounting of Unauthorized Disclosures. Upon notice by Entity that it has received a request for an accounting of disclosures of PHI regarding an individual during the six (6) years prior to the date on which the accounting was requested, but not for information created prior to April 14, 2003, Sentry shall make available to Entity an accounting of any disclosures that is required for Entity to make the accounting required by 45 C.F.R. Section 164.528. Entity shall reimburse Sentry for all time and costs incurred to comply with any such requests made under this section.
  - 4.8. Designated Record Set. To the extent that Entity does not already have in its possession the patient's PHI in a Designated Record Set, Sentry shall provide copies to Entity of all or a portion of the PHI in the Designated Record Set then currently in its possession within a reasonable time after Entity's request in order for Entity to:
    - 4.8.1. make the PHI in the Designated Record Set available in accordance with 45 C.F.R. Part 164.524; and
    - 4.8.2. amend the PHI in the Designated Record Set in accordance with 45 C.F.R. Part 164.526. In the event an individual requests access to, or an amendment of, the PHI in a Designated Record Set, such request shall be the responsibility of Entity. Entity shall reimburse Sentry for all time and costs incurred to comply with any request made under this section.
5. **Obligations of the Entity.** The Entity agrees that it will comply with the following standards:
  - 5.1. Notice of Privacy Practices. Has included, and will include, in the Entity's Notice of Privacy Practices required by the HIPAA Regulations, that the Entity may disclose PHI for Health Care Operations purposes.
  - 5.2. Patient Permission. Has obtained, and will obtain, from Individuals, Authorizations and other permissions necessary or required by laws applicable to the Entity, for Sentry and the Entity to fulfill their obligations under the Underlying Agreement and this Exhibit D.
  - 5.3. Restrictions on PHI. Will promptly notify Sentry in writing of any restrictions on the use and disclosure of PHI about Individuals that the Entity has agreed to that may affect Sentry's ability to perform its obligations under the Underlying Agreement or this Exhibit D.
  - 5.4. Notice of Revocation. Will promptly notify Sentry in writing of any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes or revocation may affect Sentry's ability to perform its obligations under the Underlying Agreement or this Exhibit D.
6. **Termination.**
  - 6.1. Automatic Termination. This Exhibit D will automatically terminate upon the termination or expiration of the Underlying Agreement, except where otherwise agreed.

- 6.2. **Effect of Termination.** Upon termination of this Exhibit D or the Underlying Agreement, Sentry will return or destroy all PHI received from the Entity or created or received by Sentry on behalf of the Entity that Sentry still maintains and retain no copies of such PHI; provided that if such return or destruction is not feasible, as determined solely by Sentry, Sentry will continue to protect the PHI pursuant to the terms of this Exhibit D and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
7. **Amendment.** Sentry and the Entity agree to amend this Exhibit D from time to time as is necessary for the Entity to comply with the requirements of the HIPAA Regulations. The parties may only modify or change the terms of this Agreement by a written document signed by duly authorized representatives of both parties.
8. **Survival.** The obligations of Sentry under section 6.2 of this Exhibit D shall survive any termination of this Exhibit D.
9. **No Third Party Beneficiaries.** Nothing express or implied in this Exhibit D is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
10. **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any previous or contemporaneous proposals, understandings, commitments or representations whatsoever oral or written with respect to the subject matter hereof.
11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of California without regard to California's conflict of law principles.
12. **Effective Date.** This Exhibit D shall be effective as of the Effective Date of the Underlying Agreement.

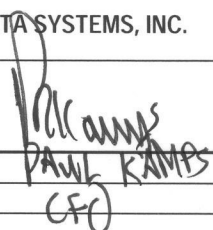
| SENTRY DATA SYSTEMS, INC. |  | COUNTY OF SAN MATEO |  |
|---------------------------|--|---------------------|--|
| By:                       |  | By:                 |  |
| Name:                     | PAUL KAMPS   | Name:               |  |
| Title:                    | CFO  | Title:              |  |

Exhibit E

## Participating Facilities\*

←————— Check and indicate all that apply —————→

| Name, Address &<br>OPA ID# of Facility  | Sentinel<br>RCM™ | DRA Tool™ | Sentrex™ | HealthBIT™ | Other<br>(specify) |
|---|------------------|-----------|----------|------------|--------------------|
| San Mateo Medical Center<br>222 West 39 <sup>th</sup> Avenue<br>San Mateo, CA 94403<br>DSH#050113 | X                |           |          |            |                    |
|   |                  |           |          |            |                    |
|   |                  |           |          |            |                    |
|   |                  |           |          |            |                    |
|   |                  |           |          |            |                    |
|   |                  |           |          |            |                    |
|   |                  |           |          |            |                    |
|   |                  |           |          |            |                    |
|   |                  |           |          |            |                    |

\*In the event a facility listed in this Exhibit E is using Sentry's 340B technology, then such facility must be first listed in the HRSA/OPA Database of 340B Covered Entities.



UNITED HEALTHCARE OF FLORIDA, INC.  
DOMESTIC PARTNERS AMENDMENT

The Contract is amended as described below to provide Coverage for a Domestic Partner of the Subscriber.

1. For the purpose of this Amendment, the following terms have these meanings:

**"Domestic Partner"** - a person of the opposite or same sex with whom the Subscriber has established a "Domestic Partnership."

**"Domestic Partnership"** - a relationship between a Subscriber and one other person of the opposite or same sex. The following requirements apply to both persons:

- a. They share the same permanent residence and the common necessities of life.
- b. They are not related by blood or a degree of closeness which would prohibit marriage in the law of state in which they reside.
- c. Each is at least 18 years of age.
- d. Each is mentally competent to consent to contract;
- e. Neither is currently married to another person under either statutory or common law;
- f. They are financially interdependent and have furnished at least three of the following documents evidencing such financial interdependence:
  - (i) have a single dedicated relationship of at least 6 months duration.
  - (ii) joint ownership of a residence;
  - (iii) at least two of the following:
    - joint ownership of an automobile;
    - joint checking, bank or investment account;
    - joint credit account;
    - lease for a residence identifying both partners as tenants;
  - (iv) a will and/or life insurance policies which designates the other as primary beneficiary.

The Subscriber and Domestic Partner must jointly sign the affidavit of Domestic Partnership.

2. The term "Dependent" is modified to also include the reference to Domestic Partner when a spouse is referenced.
3. All conditions regarding the effective date of coverage and termination of coverage are modified to include the reference to Domestic Partner when a spouse is referenced.



Gary L. Schultz  
President  
United HealthCare of Florida, Inc.

# United HealthCare of Florida, Inc.

## AFFIDAVIT OF DOMESTIC PARTNERSHIP

Each of the undersigned attest that we satisfy the definition of Domestic Partnership set forth in I. below and agree to the benefits set forth in II. below.

I. "Domestic Partnership" is defined as follows:

A Domestic Partnership consists of an employee and one other person of the same or opposite sex. Such persons must satisfy all of the following requirements:

- a. They share the same permanent residence and the common necessities of life;
- b. They are not related by blood or a degree of closeness which would prohibit marriage in the law of state in which they reside;
- c. Each is at least 18 years of age;
- d. Each is mentally competent to consent to contract;
- e. Neither is currently married to another person under either statutory or common law;
- f. They are financially interdependent and have furnished at least three of the following documents evidencing such financial interdependence:
  - (i) have a single dedicated relationship of at least 6 months duration;
  - (ii) joint ownership of a residence;
  - (iii) at least two of the following:
    - common ownership of an automobile;
    - joint checking, bank or investment account;
    - joint credit account;
  - (iv) a will and/or life insurance policies which designates the other as primary beneficiary.

II. Termination of Domestic Partnership:

The undersigned employee or partner shall inform \_\_\_\_\_ of any termination of the Domestic Partnership and shall complete and file with the \_\_\_\_\_ an affidavit of Termination of Domestic Partnership.

The undersigned person acknowledges that upon the termination of their domestic partnership, health plan coverage of the domestic partner who is not an employee \_\_\_\_\_ as well as any dependents of such domestic partner, shall cease.

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of employee or partner)

\_\_\_\_\_  
Please Print Name

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of domestic partner of employee or Partner)

\_\_\_\_\_  
Please Print Name

SUBSCRIBED and SWORN TO BEFORE ME

this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Notary Public