

The Center TO PROMOTE HEALTHCARE ACCESS, INC., dba Social Interest Solutions

ONE-E-APP DEVELOPMENT AND IMPLEMENTATION AGREEMENT

THIS AGREEMENT is made and entered into as of the 1st day of July, 2010 (the "Effective Date"), by and between The Center to Promote HealthCare Access, Inc. doing business as Social Interest Solutions ("SIS") a California nonprofit public benefit corporation, 1333 Broadway, Suite 1020, Oakland, CA 94612, and County of San Mateo ("Client"), a county public agency organized under California law with its principal office at 225 37th Avenue, San Mateo, CA 94403

WHEREAS, the California HealthCare Foundation, a California non-profit, public benefit corporation ("CHCF"), owns or controls the One-e-App Software;

WHEREAS, CHCF has authorized SIS to provide installation, configuration, implementation, maintenance, enhancement and support services to Client with respect to its use of the One-e-App Software;

WHEREAS, Client desires to receive the Services from SIS; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises contained herein, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Services

- a) SIS will provide Client with the services as set forth on Exhibit A attached hereto and made a part hereof (the "Services") in accordance with generally accepted industry practice standards. It is understood and agreed that the Services may include advice and recommendations regarding the use or operation of the One-e-App Software, but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, Client.
- b) SIS and Client agree to use reasonable efforts to meet the performance dates specified in Exhibit A. Nevertheless, the parties understand and agree that it may be necessary to change one or more of the specific start and stop dates contained in Exhibit A during the term of this Agreement. Notwithstanding any other provision of this Agreement, if SIS utilizes diligent efforts, but is unable to meet such dates, it shall not be considered to have defaulted in its obligations hereunder. SIS agrees to notify the Client promptly in writing if it expects to encounter, or does encounter, delays. If Client is unable to meet its obligations in a timely manner, a change order, subject to the prior written approval of SIS, may be required to address costs incurred by SIS during the Client delay and to set forth a revised schedule of performance of the Services.
- c) The Services may be performed away from the relevant Client site by SIS personnel.

2. Payment of Invoices

- a) For the Services provided by SIS hereunder, Client shall compensate SIS as set forth on Exhibit A attached hereto and made a part hereof. Client shall be responsible for any excise, sales, use or other similar tax as required by law, based upon charges or services rendered pursuant to the Agreement, if applicable, any of which may be paid by SIS on Client's behalf

and added to Client's invoice. Client shall not be obligated to pay any taxes based on SIS's net income or property.

- b) SIS shall invoice Client according to payment schedules within Exhibit A. Invoices are due and payable within thirty (30) days of the invoice date. If Client does not pay the full amount of the invoice within five (5) days after the delivery to Client by SIS of written notice of delinquency, Client shall pay a late charge in the amount of the lesser of (i) 1½% per month or (ii) the highest rate allowable by law, in each case compounded monthly to the extent allowable by law. Without limiting its rights or remedies, SIS shall have the right to suspend or terminate entirely its Services for cause as referenced in Section 3(b) on thirty (30) days notice if payment is not received within five (5) days of the date of delivery of the notice of delinquency.

3. Term

- a) Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2010 through June 30, 2013. The term and conditions of this Agreement are set forth in Exhibit A.
- b) This Agreement may be terminated by either party at any time with cause by giving written notice to the other party not less than thirty (30) calendar days prior to the effective date of termination, provided that in the event of a termination for cause, the breaching party shall have the right to cure the breach within the notice period. Either party may terminate this Agreement, without cause, after the first year of this Agreement by providing at least one hundred and eighty days (180) prior written notice to the other party, unless otherwise mutually agreed upon by the parties.
- c) The obligations of each party which have been incurred prior to the effective date of termination (including, without limitation, the obligations of Client under Section 2) shall continue in full force and effect notwithstanding the expiration or termination of this Agreement and whether or not an invoice has been rendered with respect thereto.

4. Ownership

- a) Ownership of SIS's Technology. SIS has created, acquired or otherwise has rights in, and may, in connection with the performance of the Services hereunder, will employ, provide, modify, create, acquire or otherwise obtain rights in, various concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates, software, user interfaces, screen designs, tools, utilities, routines and materials (including, without limitation, billing and reimbursement systems) (collectively, "SIS's Technology"). To the extent that SIS creates or utilizes any of SIS's Technology, such property shall remain the property of SIS or its affiliates or licensors and Client shall acquire no right or interest in such property. Client acknowledges and agrees that SIS and/or its affiliates or licensors will own all right, title and interest, including, without limitation, all rights under trademark, copyright, patent and any other intellectual property laws, in and to SIS's Technology.
- b) Ownership of the One-e-App Software. CHCF owns or controls the One-e-App Software, including, without limitation, any and all modifications, enhancements, updates, and derivative works thereof, whether existing now or in the future. CHCF has entered into a license agreement with SIS authorizing it to enter into a sublicense agreement with Client (the "Sublicense Agreement") to use the One-e-App Software solely for the purposes and pursuant to the terms, conditions and restrictions specified in the Sublicense Agreement. Client's use of the One-e-App Software, including any modifications, enhancements, updates or derivative works thereof resulting from work performed by SIS pursuant to this Agreement shall be strictly subject to all of the terms, conditions and restrictions of the Sublicense Agreement

- c) Ownership of the One-e-App Data. Both Client and SIS acknowledge that all data are the sole ownership of Client. SIS agrees that the Client will receive a full copy of its data on a Monthly basis as indicated in Exhibit A under Maintenance. SIS reserves the right to download data for maintenance and backup purposes only and it shall be maintained subject to the confidentiality requirements hereinafter described.

5. Confidentiality

- a) To the extent that, in connection with this Agreement, each party comes into possession of any proprietary or confidential information of the other party ("Confidential Information"), each party agrees to use the Confidential Information of the other party solely for the purposes of this Agreement, and will not disclose such Confidential Information to any third party without the other party's consent. Client acknowledges and agrees that SIS's Technology, including, without limitation, the One-e-App Software and any enhancements or derivative works thereof are Confidential Information of SIS and/or its affiliates or licensors. Each party shall maintain the Confidential Information of the other party in confidence using at least the same degree of care as it employs in maintaining in confidence its own proprietary and confidential information, but in no event less than a reasonable degree of care.
- b) Confidential Information shall not include information which (i) shall have otherwise become publicly available other than as a result of disclosure by the receiving party in breach hereof, (ii) was disclosed to the receiving party on a non-confidential basis from a source other than the disclosing party, which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party, (iii) is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party, or is disclosed with the written consent of the disclosing party. Neither party shall disclose Confidential Information to the extent prohibited by an order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by applicable regulatory or professional standards, or in connection with any judicial or other proceeding involving SIS and Client relating to SIS's Services for Client or this Agreement.
- c) A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by subpoena, summons or other administrative or legal process, or by applicable regulatory or professional standards, or in connection with any judicial or other proceeding involving SIS and Client relating to SIS's Services for Client or this Agreement.
- d) Upon the written request of Licensee, SIS shall enter into an addendum to this Agreement in which SIS agrees to fulfill its obligations as a "Business Associate" of Licensee, as defined by HIPAA, in the form that is attached in "Business Associate Addendum."

6. Client Equipment

If necessary for the performance of this Agreement, SIS may require that certain equipment owned or co-owned by Client (as described in Appendix A) be installed at the facilities of SIS's service providers and SIS may arrange for the service providers to provide maintenance, security, electrical and telecommunications services. Client agrees to be bound by the applicable terms and conditions of SIS's contractual agreements with such service providers, as such agreements may be amended from time to time.

7. Limitation on Warranties

SIS warrants that it will perform services hereunder in good faith and in a manner consistent with industry standards of practice. SIS makes no express or implied warranties of any kind with respect to SIS's Technology, including, without limitation, the One-e-App Software and any enhancements, modifications, updates or derivative works thereof. SIS disclaims all other warranties, either express or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose. Client's exclusive remedy for any breach of this warranty shall be for SIS, upon receipt of written notice, to use diligent efforts to cure such breach, or, failing any such cure in a reasonable period of time, the return of professional fees paid to SIS hereunder with respect to the services giving rise to such breach.

8. Limitation on Damages and Actions

CLIENT AGREES THAT SIS, ITS AFFILIATES, LICENSORS, AND AGENTS, AND EACH OF THEIR PARTNERS, PRINCIPALS, OFFICERS, DIRECTORS, EMPLOYEES OR OTHER PERSONNEL SHALL NOT BE LIABLE FOR ANY ACTIONS, DAMAGES, CLAIMS, LIABILITIES, COSTS, EXPENSES, OR LOSSES (COLLECTIVELY, THE "DAMAGES") IN ANY WAY ARISING OUT OF OR RELATING TO THE SERVICES PERFORMED HEREUNDER FOR AN AGGREGATE AMOUNT IN EXCESS OF THE FEES PAID BY CLIENT TO SIS FOR THE SERVICES GIVING RISE TO SUCH DAMAGES. IN NO EVENT SHALL SIS, ITS AFFILIATES, LICENSORS, AGENTS OR ANY OF THEIR PARTNERS, PRINCIPALS OFFICERS, DIRECTORS, EMPLOYEES OR OTHER PERSONNEL BE

LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, COSTS, EXPENSES, OR LOSSES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND OPPORTUNITY COSTS). THE PROVISIONS OF THIS SECTION SHALL APPLY REGARDLESS OF THE FORM OF ACTION, DAMAGE, CLAIM, LIABILITY, COST, EXPENSE, OR LOSS, WHETHER IN CONTRACT, STATUTE, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE.

9. Cooperation

The parties shall cooperate with each other in the performance their respective duties hereunder. Each party shall be responsible for the performance of its employees and agents and for the accuracy and completeness of all data and information provided to the other party hereunder. Each party acknowledges and agrees that the performance of the other party is dependent in part upon the timely and effective satisfaction of its responsibilities hereunder. Each party shall be entitled to rely on all decisions and approvals of the other party.

10. Non-Exclusivity

This Agreement shall not preclude or limit in any way (i) the right of SIS to provide consulting or other services of any kind or nature whatsoever to any individual or entity as SIS in its sole discretion deems appropriate, or (ii) developing for itself or for others, materials that are competitive with those produced as a result of the Services provided hereunder, irrespective of their similarity to the Services, provided that such materials do not use or contain confidential or privileged Client information.

11. Non-Solicitation

During the term of this Agreement and for a period of one (1) year thereafter, neither party shall directly or indirectly employ, solicit or retain the services of the personnel of the other party who are involved in the receipt or provision of the Services, for its own benefit or the benefit of another, **except through an openly advertised recruitment process** as expressly authorized by the other party in writing. A party shall not be in breach of this Section if those responsible for the solicitation and subsequent hiring or retention of the other party's personnel were not aware of the prohibition contained in this section; however, personnel of both parties engaged in the provision or acceptance of Services hereunder shall be presumed to know of the prohibition. In the event a party breaches this provision, the breaching party shall be liable to the aggrieved party for an amount equal to thirty percent (30%) of the first year's annual base compensation of the relevant personnel in his/her new position. Although such payment shall be the aggrieved party's exclusive means of monetary recovery from the breaching party for breach of this provision, such a breach shall be considered a material breach of this Agreement and the aggrieved party's remedies of termination, injunction and damages shall be cumulative. Notwithstanding the above, this Section shall not be applicable to either party if the other party's employees who are seeking employment or work are doing so in response to a general advertisement for the work or position run by the other party or has voluntarily sought employment or work from the other party.

12. Waiver of Jury Trial

Each of the parties hereby irrevocably waives, to the fullest extent permitted by law, all right to trial by jury in any action, proceeding or counterclaim (whether in contract, statute, tort (including, without limitation, negligence) or otherwise) relating to this engagement. Nothing in this section of the Agreement or any other section shall be deemed or construed to constitute a waiver by Client of any sovereign immunity it may have as a county public agency under the Welfare and Institutions code or any other provision of California law.

13. Transfer of Data and Data Documentation

At Client's reasonable request in the event that this Agreement terminates for any reason or should SIS cease to do business or become insolvent or bankrupt, SIS shall promptly transfer to Client: i) all of Client's data that SIS has in an electronic format or other format reasonably acceptable to Client; ii) all of the data documentation that SIS has, e.g. data model, data table descriptions, data field descriptions, technical architecture schema, or other similar documents used to support or operate the system; The transfer of these items shall be at no cost to Client, other than reimbursement of media expenses by Client to SIS. This provision shall survive the termination of this Agreement.

14. Other Terms

- a) Force Majeure. Except for the payment of money, neither party shall be liable for any delays or other non-performance resulting from circumstances or causes beyond its reasonable control, including, without limitation, acts or omissions or the failure to cooperate of the other party (including, without limitation, entities or individuals under its control, or their respective officers, directors, employees or other personnel and agents), acts or omissions or the failure to cooperate by any third party (other than SIS's subcontractors), fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.
- b) Independent Contractor. Each party is an independent contractor, and neither party is, nor shall represent itself to be, an agent, partner, fiduciary, joint venturer, co-owner or representative of the other. No relationship of employer and employee is created by this Agreement, it being understood that each party shall act hereunder as an independent contractor; that neither party, its officers nor employees become employees of the other party and neither shall have any claim under this Agreement or otherwise against the other for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, retirement benefits, Social Security, disability, Worker's Compensation or unemployment insurance benefits, or employee benefits of any kind; and that SIS shall be solely liable for and obligated to pay directly all applicable Federal and State income taxes and in connection therewith, SIS shall indemnify and hold the Client harmless from any and all liability which the Client may incur because of SIS's failure to pay such taxes.
- c) Client Property. SIS shall not use Client premises, property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of the Services.
- d) Conformity with Law. SIS and the Client shall observe and comply with all laws, ordinances, codes and regulations of governmental agencies, including Federal, State, municipal and local governing bodies, having jurisdiction over the Services.
- e) Insurance. While performing the Services, SIS shall carry, at its own expense and for its own benefit (i) commercial general liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence; (ii) worker's compensation insurance complying with statutory requirements; and (iii) comprehensive motor vehicle liability insurance with combined bodily injury and property damage coverage of \$1,000,000 per occurrence and covering owned and hired vehicles.
- f) Federal and State Audits. Until the expiration of five (5) years after the furnishing of the Services, SIS shall make available, when legally required by the Federal/State government, or any of their duly authorized representatives, this Agreement and such books, documents and records of SIS that are necessary to certify the nature and extent of the payments made by Client for invoices issued by SIS for the Services. If SIS enters into any subcontract with any related organization to provide the Services or any portion thereof with a value or cost of \$10,000 or more over a twelve month period, such subcontract shall contain a clause to the

effect that until the expiration of five years after the furnishing of such services, the related organization shall make available, when legally required by the Federal/State government, or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of such costs. This Section shall be of no force and effect when and if it is not required by law. The Client shall have the right to review SIS's financial records relating to fees and expenses invoiced hereunder for purposes of confirming the accuracy thereof. Such records shall be complete and available for review 90 days after final payment hereunder and shall be retained and available for review purposes for five years after final payment hereunder. Page 6

- g) Dispute Resolution. In the event of a dispute, SIS, Client's Project Manager and SIS's Project Manager shall use good faith efforts to attempt to resolve the dispute promptly. If such persons are unable to resolve the dispute within thirty (30) days, the parties agree to submit the dispute to mediation before a mutually acceptable mediator. The costs of mediation, not including costs incurred by a party for representation of counsel in preparation for or at the mediation, shall be shared equally by the parties. If the dispute cannot be resolved within thirty (30) days after the mediation session, either party may submit the dispute to a court of competent jurisdiction.
- h) Survival. All sections herein relating to payment, license and ownership, confidentiality, warranties, limitations of warranties, limitations on damages and actions, non-exclusivity, non-solicitation, waiver and waiver of jury trial, and all other provisions that by their terms are intended to survive the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.
- i) Interpretation. For the purposes of this Agreement, "SIS" shall mean SIS to Promote HealthCare Access, Inc. and its successors and assigns.
- j) Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (a) by personal delivery when delivered personally; (b) by overnight courier upon written verification of receipt; (c) by telecopy or facsimile transmission upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth below or such other address as either party may specify in writing.

To SIS:

Claudia Page
Director
SIS to Promote HealthCare Access, Inc
1335 Broadway
Oakland, CA 94617

To Client:

Marmi Bermudez
Program Manager,
San Mateo County Children's Health Initiative/Health Coverage Unit
701 Gateway Boulevard, Suite 400 South San Francisco, CA 94080
San Mateo, CA 94403

Either party may change its address for notice by giving the other party prior written notice of the new address in conformity with the foregoing and the date upon which such new address will become effective.

- k) Assignment. Except as provided below, neither party may assign, transfer or delegate any of the rights or obligations hereunder (including, without limitation, interests or claims relating to this Agreement) without the prior written consent of the other party provided however, that SIS may, without consent of the Client, (1) retain in its sole discretion subcontractors to perform the Services, and (2) in the event that CHCF terminates for any reason the license granted to SIS to perform the Services under this Agreement, Client will recognize CHCF or its new licensee, as applicable, as the assignee under this Agreement. If requested by

CHCF, Client shall execute and deliver an instrument or instruments confirming its recognition of the successor assignee.

- l) Waiver. The failure of either party to insist upon strict performance of any of the provisions contained in this Agreement shall not constitute a waiver of its rights as set forth in this Agreement, at law or in equity, or a waiver of any other provisions or subsequent default by the other party of any of the terms or conditions in this Agreement.
- m) Entire Agreement. This Agreement, including any Exhibits attached hereto and made a part hereof, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all other oral or written representations, understandings or agreements relating to the subject matter hereof, and may not be amended except by a written agreement signed by the parties.
- n) Governing Law. This Agreement and all matters relating to this Agreement (whether in contract, statute, tort (including, without limitation, negligence) or otherwise), shall be governed by, and construed in accordance with, the laws of the State of California and applicable federal law (without giving effect to the choice of law principles thereof).
- o) Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth in this Agreement.
- q) Indemnification. Subject to Section 8, SIS will indemnify, defend and save harmless Client, its agents, officers and employees, from and against any and all liability, expense, including reasonable defense costs and reasonable legal fees, and claims for damages, in each case solely for bodily injury, death, damage to real or tangible personal property to the extent directly and proximately caused by the SIS, while engaged in the performance of services under this Agreement, provided, however, that if there also is fault on the part of Client or any entity or individual indemnified hereunder or any entity or individual acting on Client's behalf, the foregoing indemnification shall be on a comparative fault basis. The foregoing indemnity obligations are conditioned on Client providing SIS with prompt notice of any claim for which indemnification shall be sought and cooperating in all reasonable respects with SIS in connection with any such claim. SIS shall be entitled to control the handling of any such claim and to defend or settle any such claim, in its sole discretion, with counsel of its own choosing.
- o) Availability of Funds: The Client 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 SIS as soon as is reasonably possible after the Client learns of said unavailability of outside funding.

IN WITNESS WHEREOF, SIS and Client have caused this Agreement to be executed and delivered by their respective duly authorized representatives as of the date first set forth above.

<p>The Center to Promote HealthCare Access, Inc., dba SIS</p> <p>By: The Center to Promote HealthCare Access, Inc.</p> <p>Name: Claudia Page</p> <p>Title: Director</p> <p>Date: _____</p>	<p>CLIENT</p> <p>By: County of San Mateo</p> <p>Name: _____</p> <p>Title: President, Board of Supervisors</p> <p>Date: _____</p>
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ATTACHMENTS

The following exhibits are attached hereto and incorporated into this agreement.

Exhibit A- Scope of Services

Exhibit B- Response and Performance Standards

Exhibit C - Business Associates Addendum

APPENDIX A SCOPE OF SERVICES

ONE-E-APP MAINTENANCE AND ENHANCEMENT

Terms of Agreement

The Term of this Agreement shall be from July 1, 2010 through June 30, 2013.

Scope of Services

SIS has worked with the Client to configure the *core* features of One-e-App and validate the Client specific requirements and design, configure, and implement specific capabilities (*custom* features) of One-e-App. These One-e-App capabilities are the underpinnings of an electronic application management system that will gather the applicant information via a browser user interface and store information in a relational database management system. The Client uses One-e-App, a web-based application processing system, to screen and enroll individuals and families for Medi-Cal, Healthy Families, Healthy Kids, WELL, WELL Plus, the Discounted Health Care Program, ACE and other programs, respectively.

One-e-App has two components: 1) *Core* components are those that are shared by the majority of One-e-App users. These application functions and features are available to all users. 2) *Custom* application functions and features are those that augment core features and are designed to support the specific needs of one or more users, but are not available for use by all users. This Agreement covers both core and custom features.

Responsibilities

It shall be the responsibility of each party to identify to the other party that other information it considers confidential other than that identified above in Section 5.a) of this Agreement. Should Client receive a Public Records Act request for any confidential information, Client shall provide notice to SIS, and it will be the responsibility of SIS to take court action for an order that such information need not be provided, and Client is not responsible for any disclosure under the Public Records Act after written notice has been provided.

Given the parameters outlined in the scope above, the responsibilities of the participants in the maintenance and enhancement of the Client's One-e-App system are outlined below.

SIS Responsibilities

SIS shall be responsible for performing the following Services in accordance with the terms of this Agreement and generally accepted practice standards:

Compliance with Employee Jury Service Ordinance

SIS shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from SIS, 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 employee's deposit any fees received for such jury service with SIS or that SIS deducts from the employees regular pay the fees received for jury service.

Compliance with Non-Discrimination and Other Requirements

In accordance with the San Mateo County Administrative Memorandum and Ordinances, SIS will comply with the following:

A. SIS 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 Agreement.

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. SIS 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. In the event of a dispute between SIS and any person on the grounds of a violation of the non-discrimination provisions of paragraphs A - C of this Section, SIS shall use good faith efforts to attempt to resolve the dispute promptly. 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 SIS 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 SIS'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 SIS under the Contract or any other Contract between SIS and County.

SIS 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 SIS 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. SIS 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, SIS 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.

SIS shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5 (a), which is incorporated herein as if full, set forth.

Maintenance

- Maintain a production technical environment and telecommunications infrastructure to host the One-e-App application, which will include the centralized SQL Server database with a specific

database instance that is allocated and secure for the Client, but infrastructure shared by other One-e-App clients.

- Maintain a training environment (also used for user acceptance testing) for the One-e-App application that is a replica of the One-e-App production environment and available to the Client to conduct demonstrations and training as coordinated with SIS.
- Maintain the One-e-App production and training technical environments (in accordance with Exhibit B) for the term of the contract which includes the following services:
 - Secondary-level help desk support (9:00 AM – 5:00 PM PST, Monday through Friday);
 - Bug fixes to the One-e-App application, as implemented (Bugs introduced as a result of enhancements made on behalf of the Client are not considered maintenance, but will be addressed and resolved as part of the preparation for implementing the enhancement in accordance with the performance standards set forth in Exhibit B);
 - Server hardware and software maintenance:
 - Installing third party software upgrades, where appropriate
 - Maintaining or managing maintenance agreements with third party software vendors where the third party software is used as part of the production environment
 - Installing patches, where appropriate
 - Installing point release upgrades, where appropriate;
 - Weekly maintenance tasks to ensure that an optimal state of the system architecture (i.e. defragmentation of the operating system and databases)
 - Establish virus protection by running anti-virus software at the server level;
 - Monitor and review system performance, consisting of:
 - Availability of system
 - Document management solution
 - Monitor interface activity
 - Testing One-e-App application performance on a monthly basis, or more frequently, if necessary;
 - Maintenance of real time and batch interface activity
 - Maintenance of daily batch jobs
 - Periodically validate that the Health-e-App and CalWIN interfaces stays in sync with appropriate systems of record
 - Maintenance and monitoring of data replication processes and the FTP site
 - Management of the telecommunications infrastructure for the hosted One-e-App application at the One-e-App Data Center, including:
 - Switch
 - Router
 - Load balancer
 - Fax servers
 - T1,
 - Fax telephone,
 - Help desk phones and conference call telecommunication services required to support the One-e-App application
 - Verisign certificates and encryption key
 - Monitoring of the system architecture on a daily basis
 - Monitoring the activity on the network
 - Monitoring the web server memory, hard disk and CPU performance
 - Space management on production servers
 - Perform database management
 - Perform daily incremental back-up on-site and weekly off-site storage
 - Conduct performance monitoring weekly, that includes regular stress testing
 - Conduct database sizing analysis monthly
 - Monitor the One-e-App database instances
 - Monitor the timely and complete distribution of data to the Client based on the process established at May 31, 2010.

- Establish and maintain a contingency or disaster plan to protect the Client in case of a system failure which is available to the Client upon request.
- Perform eligibility rules changes as required by the State or the Client. In addition, if these hours are not used to support changes to eligibility, the Client can use these hours to apply to other change orders as they desire. These changes will not exceed 40 hours per year of eligibility rules changes. Should the changes exceed 40 hours per year, SIS will provide the Client with the resource, timeframe, and cost impacts of the proposed change.
- Monitor and report interconnections between One-e-App Counties
- Provide weekly status reports on help desk calls.
- Maintenance and support performance standards are delineated within Exhibit B.

Modifications and Enhancements

A. Modifications

The Client has reviewed a number of components of One-e-App that they are no longer using or have decided to adopt as a core feature as opposed to a customized feature. The list of the items identified by the Client that will be removed from the Client's version of One-e-App are as follows:

**OeA Features
To Be Permanently Turned Off**

Client Reference Number	Feature	Original Change Order	Monthly Maintenance Cost and Comments	SIS Responsibility	Adjustment to Base Maintenance
1	Provide Retroactive WELL and WELL Fee Waiver for ACE CI Participants	2/1/08 Change Order	\$250 per month in 08	SIS turned off this question as of December 2009. Maintenance of \$250 per month will be credited from December 2009.	\$250 per month Total Reductions = (\$250*7) + (\$250*36) = 10,750
3	DHC logic requiring applicants to be San Mateo County resident for at least six months	2/1/08 Change Order	Part of \$350 per month maintenance cost	SIS will remove this question as a part of the .NET migration which will occur May 1, 2010. SIS will adjust maintenance by \$100 from the monthly amount of \$350 upon commencement of this Agreement.	\$100 per month Total Reductions = \$100*36 months = \$3,600
4	Logic for screening ACE applicants with Chronic Disease and Over Assets "Expand Adult WELL to Persons with Chronic Disease"	12/08 Change Order	\$263 per month maintenance cost	SIS will remove this screening effective with the commencement of this Agreement and an adjustment of \$263 per month will be made to the maintenance fees also with the commencement of this Agreement.	\$263 per month Total Reductions = \$263*36 = \$9,648
6	Inclusion of Retro MC Form	2006 Change Order	\$250 per month *What do we pay to maintain forms in OeA? *Can we receive credit if this was deployed to other MC counties	SIS will waive this maintenance amount commencing with this Agreement.	\$250 per month Total Reductions = \$250*36 = \$9,000

**OeA Features
To Be Permanently Turned Off (Continued)**

7	Inclusion of MC 13 Form	2006 Change Order	\$25 per month **What do we pay to maintain forms in OeA? *Can we receive credit if this was deployed to other MC counties	SIS will waive this maintenance amount commencing with this Agreement.	\$25 per month Total Reductions= \$25*36 = \$900
8	Change in WELL Program Eligibility (include questions such as are you patient of the following clinics?)	8/13/05 Change Order	10% of \$4,107 monthly maintenance cost (this is cost reflected back in 05-06 so annual cost increase not reflected)	SIS will remove this question as a part of the .NET migration which will occur May 1, 2010. SIS will adjust the maintenance on this change order by reducing it by 2.5% at the commencement of this Agreement.	\$102 per month Total Reductions: = (2.5% * \$4,107) * 36 = \$3,696
9	Modify system to refer every 5 th approved WELL/DHC to HSA WELL workload	8/13/05 Change Order	7% of \$4,107 monthly maintenance cost (this is cost reflected back in 05-06 so annual cost increase not reflected)	Effective with the commencement of this Agreement, this functionality will be removed and the monthly maintenance will be reduced by \$287..	\$287 per month Total Reductions: =\$287 *36 = \$10,332
11	Create new workload *HSA WELL Workload *Regional MC Supervisor Workload to WELL/MC workload	8/13/05 Change Order	6% of \$4,107 monthly maintenance cost (this is cost reflected back in 05-06 so annual cost increase not reflected)	SIS will remove this workload and reduce the monthly maintenance amount by \$246 per month effective with the commencement of this Agreement.	\$246 per month Total Reductions: =\$246 *36 = \$8,856

**OeA Features
To Be Permanently Turned Off (Continued)**

13	Include PDF link of WELL/DHC brochures	8/13/05 Change Order	1% of \$4,107 monthly maintenance cost (this is cost reflected back in 05-06 so annual cost increase not reflected); no longer needed since this was replaced by ACE brochures	SIS will remove this workload and reduce the monthly maintenance amount by \$41 per month effective with the commencement of this Agreement.	\$41 per month Total Reductions: =\$41*36= \$1,,476
15	OeA Program Reports	8/13/05 Change Order	6% of \$4,107 monthly maintenance cost; (this is cost reflected back in 05-06 so annual cost increase not reflected); no longer needed since now only using county generated OeA reports	SIS will remove this link and reduce the monthly maintenance amount by \$246 per month effective with the commencement of this Agreement.	\$246 per month Total Reductions: =\$246 *36 = \$8,856
17	Changes to the Preliminary Eligibility Results Page of One-e-	2/06 Change Order	Part of monthly maintenance cost increase of \$500	SIS will remove these changes on the Preliminary Results Page and reduce the monthly maintenance amount by \$50 per month effective with the commencement of this Agreement.	\$50 per month Total Reductions: = \$50*36 = \$1,800
18	Temporary Removal of the DHC Program and Restoring the Functionality once the County decides to implement the Program	2/06 Change Order	Part of monthly maintenance cost increase of \$500	SIS will remove this functionality permanently and reduce the monthly maintenance amount by \$100 per month effective with the commencement of this Agreement.	\$100 per month Total Reductions: =\$100*36 = \$3,600

**OeA Features
To Be Permanently Turned Off (Continued)**

20	Enhancement to include the Denial Reason for Adult WELL and DHC on the DHC and Self Pay Enrollment Form, respectively	2/06 Change Order	Part of monthly maintenance cost increase of \$500	SIS will remove these denial reasons on the forms and reduce the monthly maintenance amount by \$100 per month effective with the commencement of this Agreement.	\$100 per month Total Reductions: =\$100*36= \$3,600
3	Update Applicant Data feature for DHC	06-07 Contract	Part of monthly maintenance cost increase of \$650	SIS will make this change and waive an amount of \$200 per month. This will be effective next fiscal year.	\$200 per month Total Reductions: =\$200 *36 = \$7,200
	Case Management Feature	06-07 Contract	\$433 monthly maintenance cost	SIS will remove these case management features and reduce the monthly maintenance amount by \$300 per month effective with the commencement of this Agreement.	\$300 per month Total Reductions: =\$300 *36 = \$10,800

The adjustments noted will be reflected in the Service Fees and Payment Schedule presented later in this Agreement.

B. Enhancements

The Client has identified two enhancements that they would like to add to their version of One-e-App. These enhancements include:

1. Changes to the Healthy Kids Disposition Logic

- Documented children whose total family income is between 251% and 400% and who meet the preliminary eligibility criteria for Healthy Kids will be routed to the Healthy Kids Liaisons for disposition. If the family has at least one documented child then the whole application will go to the HK Liaisons for disposition even if there are other undocumented children.
- All other children who meet preliminary eligibility criteria for Healthy Kids will be automatically dispositioned by One-e-App. One-e-App will disposition the applications when the user clicks on the "Complete" button on the Verification

Document Check page after verifying the supporting documents. One-e-App will follow the current HK disposition logic for the automated disposition.

- HK applicants applying for premium assistance would be excluded from the auto disposition described above.

The Service Fees and Payment Schedule for this change are presented later in this Agreement.

2. Changes to the ACE County Disposition Logic

- Persons who are flagged as “Excess Income” and who meet the preliminary eligibility criteria for ACE County will be routed to the ACE County Liaisons for disposition. If the family has at least one Excess Income person then the whole application will go to the ACE County Liaisons for disposition even if there are other non Excess Income persons in the application.
- All other persons who meet preliminary eligibility criteria for ACE County and ACE County Fee Waiver will be automatically dispositioned by One-e-App. One-e-App logic will disposition the applications when the user clicks on the “Complete” button on the Verification Document Check page after verifying the supporting documents. The system will follow the current ACE County disposition logic for the automated disposition.
- ACE applicants applying for fee assistance would be excluded from the auto disposition described above.

C. Special Projects

1. Self-Service (Public Access)

The Client has also agreed to participate in a project to adopt the self-service module of One-e-App. This enhancement is being financed by both California HealthCare Foundation and Department of Commerce Grants received by SIS as a sub-recipient of the California Emerging Technology Fund (CETF). As a condition of participating in these grants, the Client agrees to adopt and promote self-service options for applying persons where they can apply from their home or other sites where they can obtain access to the public internet. The Client will work initially to focus this effort on having circumstances for its local health coverage programs. The Client will refer persons to the BroadBand adoption language included in the Learn More Links that has been prepared by and is required as a condition of funding by CETF. Further, the Client will also develop a plan to include other programs that support families over the upcoming year, but agrees that no later than June 30, 2011, the Client will initiate the planning process for allowing applicants to use One-e-App to apply for food stamps through this self-service module. Furthermore, SIS and the Client will successfully interface One-e-App and CalWIN prior to the initiation of the food stamps component. As a basis for this, the Client will insure that appropriate resources are allocated and available to work on this activity on the Client side of the interface. To the extent that SIS and the Client are unable to achieve such resolution, the provision related to the food stamp component will be revisited to agree upon a plan for corrective action by both parties and renegotiation of the special food stamp discount. By the end of this Agreement term the Client will work to allow families to use the self-service module for all programs offered in One-e-App.

Assuming these conditions are met, the funding foundations will provide the support for SIS to implement and maintain this module for one year. The funding foundations will also support SIS in waiving maintenance support costs of \$90,000 that will be recognized in the 2010-2011 fiscal year. Should the conditions of the grants not be met, SIS will work with the Client to develop a corrective action plan, however, if the situation is not appropriately corrected in 30 days, then SIS will have to collect advanced grant funds to the extent that the goals of this special project are not met.

2. HIPAA Standard Transaction Interface

The Client has agreed to transform its current interface between Seimen's Invision System (used by San Mateo Medical Center) and One-e-App to a standard HIPAA transaction. SIS will develop and implement the interface using the SIS Companion Guide for the 834 transaction. It will be the responsibility of San Mateo Medical Center to acquire and utilize a HIPAA translator to support this interface. SIS' work will not be charged to the Client unless the length of time required to complete the interface exceeds 60 days. In return for this SIS investment, the Client agrees to complete and implement this interface in two months. The current interface will be turned off once the new standard interface is complete. The reduction in charges will begin when the interface is implemented and the current Invision interface is turned off. SIS has agreed to reduce maintenance by \$750 per month once this interface has been implemented.

3. Help Desk Approach

Currently, the Client has not developed a full-scale first Tier Help Desk support where the Client's help desk serves as the first line of problem resolution, prior to contact with the SIS Customer Support Group. Further, San Mateo allows for the end users to make the contact with the SIS Customer Support Group without the San Mateo Tier 1 support involved or making the call on their own. Finally, the Client agrees to use a standard approach for gathering relevant information to communicate to the SIS Customer Support group to insure the highest quality of information is provided with the goal of accelerating the problem resolution on behalf of the Client. The reduction in charges will begin when this new help desk approach is implemented by the Client. SIS has agreed to reduce maintenance by \$250 per month once this interface has been implemented.

Core Enhancements

From time to time, upgrades and changes will be made to enhance One-e-App core features. These changes may be financed by third parties, other One-e-App Clients and/or the Client in concert with other One-e-App clients. The Client will be obligated to support reasonable maintenance of these upgrades. The Client will be given written notice of the new maintenance fees and expected timeline prior to the development work on the enhancement begins. The Client is obligated to implement the enhancement and to begin payment for maintenance no later than one month after the announced availability of the enhancement. Core and maintenance cost changes will require a change order. Core and maintenance cost changes will require a change order. The Client will have an opportunity to conduct user acceptance testing on the enhancement and the enhancement will be supported by a written description and demonstration of the functionality. As indicated below, there may be ongoing maintenance fees associated with these core enhancements that will be the obligation of the Client to support.

The Client's Responsibilities

The Client will be responsible for performing the following tasks:

- Provide a project manager representing the project participants, who is empowered to make daily project decisions.
- Provide appropriate mechanisms to resolve issues in a timely manner so the maintenance schedule is not adversely impacted.
- Provide subject matter experts to participate in testing activities, as needed.
- Assign a technical resource as a contact for ongoing application maintenance.
- Provide help text to be inserted into the application.
- Provide Spanish or other language translations for all customizations and help text. This is typically done after the final design is complete to avoid rework created by revisions to the web pages. Maintenance of translations will be the Client's responsibility.
- Coordinate the participation of the Client's staff involved in the One-e-App project in any required discussions, meetings, or other activities.
- Coordinate, complete, and maintain the setup of the technical infrastructure requirements at the Client's user sites.
- Establish workspace for SIS project staff to be used on an ad hoc basis. The workspace should include a telephone, access to the Internet and space for at least 2 staff.
- Provide implementation support to the users.
- Attend meetings, as required, to support maintenance and enhancement of One-e-App.
- Prepare training materials and provide end user training (Assuming that SIS is not used to support the training effort as part of this scope of work).
- Provide ongoing first tier help desk support. Teach the Client's users when and how to contact SIS second tier help desk.

Assumptions

Our assumptions for the maintenance and enhancement of the One-e-App application include the following:

- The Client has established an organizational structure to support the maintenance and enhancement of the Client's One-e-App system so as to make timely decisions, prepare the Client's participants for adoption of this system and contribute Subject Matter Experts (SME) as scheduled for Joint Requirements Planning sessions (JRPs), Rapid Application Development sessions (RADs), User Acceptance Testing sessions (UATs), Training and other sessions that will be conducted as part of completing the requirements set forth in this contract.
- The One-e-App enhancements will be based on the process flow, database design, and hardware and software infrastructure of the current One-e-App application, whenever practical.
- The Client will work collaboratively with other counties that are implementing, or have implemented, the One-e-App application through SIS.
- The fees, as quoted in this scope of services, are based upon the Client and other One-e-App clients sharing the costs of maintenance and enhancement for their specific One-e-App application with other One-e-App clients. Should such sharing not take place, the fees are subject to adjustment.
- The Client will provide appropriate information technology staff resources access to the Internet (high speed where available), and prepare the desktops and laptops to be used to support the implementation of the One-e-App application.
- The Client will be responsible for training and supporting staff that will use One-e-App, unless otherwise included in the "Enhancement" section of this Appendix A.
- The infrastructure proposed is scaled to accommodate 80 concurrent users. If the number of concurrent users exceeds this number, there will an additional cost of \$32,000 to add web servers and associated configuration, testing and installation. A contract amendment will need to be initiated to include these additional users and the additional cost.
- SIS will monitor the database size and activity and over the course of time, we will notify the Client should it become necessary to upgrade the database or add additional infrastructure to support the application. The costs for these upgrades will be the responsibility of the Client.

- SIS will maintain the Client's One-e-App for the term of this contract. This pricing for maintenance is only available to the Client because of their participation and commitment to the One-e-App pilot.
- The Client will provide translations for the application.
- The scope of this agreement does not include retro fix of any application or person data in One-e-App that were created before the changes were deployed into the production environment. Should a need arises for the retro fix of such data, a separate change order will be required.
- The Client will provide first level help desk support for One-e-App.
- SIS will support up to two, one-hour calls per month with Client analyst from SIS and Client representatives to discuss One-e-App.
- Any changes to the requirements specified herein will require an additional change order.
- This maintenance contract includes 40 hours per year of eligibility rules changes, as noted above. The Client will work with SIS to identify and determine what the changes to the rules are and when they need to be made.
- Cost estimates are contingent on the Client's timely participation, decision-making, review, testing and feedback on changes. The Client is responsible for providing testers, managing the testing process and providing the feedback to SIS. Feedback must be received in written form in the timeframes specified above. If feedback is not provided in these timeframes, the changes will be deemed accepted
- CalWIN will be maintained to support the interface from One-e-App.

Source Code Access in the Case of Insolvency of SIS and CHCF

Should SIS and CHCF both become insolvent the source code of the San Mateo version of the One-e-App software will be provided to the Client so that they can productively continue to use the One-e-App software including any modifications, enhancements, updates or derivative works thereof shall be strictly subject to all of the terms, conditions and restrictions of the Sublicense Agreement.

Services Fees and Payment Schedule

SIS will perform services for the fees identified in the schedule below, based on the assumptions set forth above. SIS has provided a pricing model based on a shared-infrastructure model for One-e-App.

San Mateo County Summary Costs for One-e-App			
Description	Amount	Totals	Monthly Additional Maintenance for Enhancement*
Annual Maintenance Costs **			
Fiscal Year 2010-2011			
Hardware and Software Maintenance	\$ 58,405		
Ongoing Network Costs - T1, Fax Lines, 800# for Help Desk	\$ 56,002		
Technical Support and Help Desk	\$ 58,405		
2010-2011 Maintenance (62% Base Maintenance; 38% Well, DHC, AMC and ACE Maintenance) [Monthly \$11.797] ***		\$ 172,812	
Fiscal Year 2011-2012 (Annual Increase of 8%) [Monthly \$21,149]		\$ 250,021	
Fiscal Year 2012-2013 (Annual Increase of 8%) [Monthly \$23.126]		\$ 236,206	
Annual Maintenance Total		\$ 659,039	
Total Three Years of Annual Maintenance		\$ 659,039	
Enhancements Fiscal Years 2010-2011			
Healthy Kids Logic Changes Without Including Children with Premium Assistance	\$ 15,000		\$ 275
[Optional] Healthy Kids Inclusion of Children with Premium Assistance	\$ 3,000		\$ 55
ACE County Dispositoin Logic Changes	\$ 15,000		\$ 275
Total Enhancements		\$ 33,000	
Total Contract Amount		\$ 692,039	\$ 605

* Monthly Additional Maintenance to be charged at the beginning of the month of go-live of the enhancement.

** Monthly Maintenance is due at the beginning of the month and due on a monthly basis.

*** Includes one-time \$90,000 reduction to support Self-Service or Public Access.

Maintenance costs associated with enhancements made by any third party or by SIS to the core functionality of the One-e-App application are not included in the aforementioned cost schedule. This Agreement will need to be amended for the Client to pay its share of maintenance fees for enhancements made by such third parties or by SIS to the core One-e-App application. As noted above, the Client will be given notice of the new maintenance fees and expected timeline prior to the development work on the enhancement begins.

The Maintenance Costs identified above will be invoiced at 1/12 of the annual total per month, beginning on the first day of the month for the month that One-e-App maintenance is to be provided by SIS. Maintenance increases annually shall be adjusted based on the cost increases SIS is incurring to provide maintenance. These annual increases will be up to 8%, but in no case exceed 8% per year. For changes and enhancements which are added during period of this Agreement, the additional maintenance costs negotiated with such changes will be added to the base maintenance costs such that the maintenance increase factor will be applied to the full maintenance costs for the Client's customized platform. The annual rate of increase to the maintenance cost, as applied to the adjusted base, will not exceed 8%.

The Enhancement Costs are to be paid 1/3 at start up, 1/3 when User Acceptance Testing begins and 1/3 when the enhancement goes live. The maintenance associated with the enhancement is due at the beginning of the first month in which the enhancement goes live and then at the beginning of each month, thereafter. Maintenance for enhancements added will begin upon go-live of the program or feature. If go-live is delayed for more than 30 days from the original agreed to date with the Client, the Client understands that maintenance for this enhancement will begin even though the enhancement has not been moved into production.

In no event shall the County's total fiscal obligation under this Agreement exceed \$713,819 without appropriate amendment to this Agreement.

APPENDIX B RESPONSE AND PERFORMANCE STANDARDS

Technical Service Levels

The One-e-App production application and hardware will be available during normal business hours unless otherwise coordinated between parties or in the event of outages. Normal business hours are defined as Monday through Friday, 9:00 a.m. - 5:00 p.m.

SIS One-e-App Support Team will notify the Client when the application performance is impacted.

Throughout the maintenance support process, SIS will record support issues, and development responses and a summary will be provided to the Client.

Application Service Levels

When an issue is reported to SIS One-e-App Support Team, it will be assigned a level of severity. SIS recognizes that loss of functionality could adversely affect a Client member's ability to obtain needed health care services. SIS therefore agrees to use reasonable efforts to resolve issues as soon as possible, and whenever possible, within the time periods referenced below.

The four different levels of severity are:

- **Critical.** Issues that involve work stoppage are defined as follows:

A significant number of users are unable to access the system. All users at a single location or multiple users across multiple locations.

The system is down, or data has been lost due to a suspected failure of the One-e-App software.

There is evidence of software malfunction that could lead to the possibility of large amounts of data being corrupted or lost.

Loss of functionality, which creates the inability of users to perform a singular business task, which is critical but does not impair functionality in other modules or other tasks.

Limited data loss, which adversely affects processing.

Response Standard: Critical issues will be acknowledged by SIS to the Client within two (2) hours. If a workaround is available, SIS will implement the workaround within four (4) hours of receipt of the issue (during business hours), or within four (4) hours on the first business day after an issue is reported if it is reported during non-business hours. The problem will be addressed in the application as quickly as the issue can be fixed and thoroughly tested in the application.

- **High.** Severe problems that involve work slowdowns are defined as follows:

Loss of functionality, which creates the inability of users to perform a singular business task, which is not necessarily critical and does not impair functionality in other modules or other tasks.

Limited data loss, which does not adversely affect more than one area of the application.

Response Standard: High severity issues will be addressed in the application upon its next release, but not to exceed a one week time period. If a workaround is available, it will be given with eight (8) hours of receipt of the issue (during business hours), or on the second business day after an issue is reported if it is reported during non-business hours.

- **Medium.** Non-critical problems that have some impact on the user are defined as follows:

Loss of functionality in a limited capacity within a module that does not impair ability to perform business tasks.

The system is operational, but the user is experiencing problems or has questions on features or results.

The issue has little impact on the system as a whole, and the majority of users can access and utilize the system with ease.

Response Standards: Medium severity issues will be addressed in the application in a future release of the system. If a workaround is available, it will be given within 24 hours of receipt of the issue (during business hours), or on the third business day after an issue is reported if it is reported during non-business hours.

• **Low.** This includes problems that do not fall into the categories above and defined as follows:

Minor aesthetic defects, which do not adversely affect the performance of the application.

Response Standard: Low severity issues will be addressed in the application in a future system release.

Performance Standards

Notwithstanding any on-line disclaimers, any provision of this Agreement to the contrary or circumstances outside of SIS's control such as Public Internet availability, in providing the services described in this Agreement, SIS will make meet the following standards:

- Response Time for Outages -- One-e-App will respond to outages within thirty minutes;
- Notice of Outages – One-e-App shall notify the Client of scheduled server computer/network outages in advance (48 hours in advance, whenever possible) and will notify the Client of any unscheduled outage which One-e-App believes will last longer than 30 minutes;
- Bandwidth and Storage-- One-e-App will support bandwidth and storage, with updates that Client is entitled to have under this Agreement, plus sufficient capacity and storage for additional updates that the Client may pay extra and amend this Agreement to have SIS host;
- Systems Backup -- SIS will back-up the One-e-App System in accordance with commercially reasonable standards;
- Security -- SIS will take commercially reasonable steps, including real time security monitoring, to prevent unauthorized access to the One-e-App Data Base, Content, User Content and Confidential Information stored on the site;
- Maintenance and Support – SIS provide real time site performance monitoring, load balancing and traffic routing. SIS will notify Client of any errors identified and will ensure that only competent technicians will correct software-based server errors, provide courteous user support and reply to user inquiries as indicated in response times noted above;
- Timeliness of initial release and subsequent updates of One-e-App -- within the estimated time frames specified by SIS in this Agreement or within commercially reasonable timeframes, if those estimated time frames cannot reasonably be met due to circumstances beyond SIS's control.

APPENDIX C HIPAA BUSINESS ASSOCIATE ADDENDUM

This Addendum is entered into as of July 1, 2010 by and between SIS to Promote HealthCare Access, Inc. a California non-profit, public benefit corporation ("SIS") and the Client, a County of San Mateo, (the "Covered Entity").

Covered Entity and SIS have entered into that certain sublicense agreement entitled "One-e-App Software Sublicense Agreement" (the "Principal Agreement") dated July 28, 2005, pursuant to which Covered Entity is permitted to use the One-e-App Software.

Under the Principal Agreement, SIS may receive Protected Health Information ("PHI") from Covered Entity, or generate PHI on behalf of Covered Entity. In this addendum, PHI includes any information that SIS receives from or generates for Covered Entity, that identifies the individual, or could be used with other available information to identify the individual, and that concerns the individual's health condition or health care, including payment for health care. The parties desire to enter into this agreement to implement the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the regulations promulgated thereunder, in particular the security and privacy regulations, 45 CFR Parts 160 and 164.

For good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

(i) Permitted Uses and Disclosures of PHI.

(A) SIS may use PHI for the purposes set forth in the Principal Agreement.

(B) Nothing in this addendum or the Principal Agreement shall be construed to require or permit any use or disclosure that Covered Entity is not permitted to make under 45 CFR Part 164, except that SIS may use and disclose PHI for the proper management and administration of SIS's business and to carry out its own legal responsibilities, as long as, in the case of any disclosure pursuant to this subparagraph (B), either:

The disclosure is required by law; or

SIS obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to such person, and that the person will notify SIS of any instances of which it is aware in which the confidentiality of the information has been breached.

(ii) SIS shall:

(A) Not use or further disclose PHI except as permitted or required by this addendum, or required by law.

(B) Use appropriate safeguards to prevent use or disclosure of PHI otherwise than as permitted by this addendum, including administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Covered Entity's electronic PHI. .

(C) Report to Covered Entity any use or disclosure of PHI not provided for by this addendum of which SIS becomes aware, and any security incident concerning electronic PHI.

(D) Ensure that its agents, including any subcontractor, to whom it provides PHI agree to the

restrictions and conditions that apply to SIS with respect to such information and implement the safeguards required by paragraph (B) above with respect to electronic PHI.

- (E) Make PHI available to Covered Entity or any person authorized by Covered Entity for inspection and copying within twenty (20) days of request by the Covered Entity.
- (F) Promptly report to the Covered Entity the following information concerning all disclosures of PHI by SIS or any subcontractors or agents to whom it discloses PHI upon request, other than disclosures to carry out treatment, payment and health care operations on behalf of Covered Entity, or that are incident to such disclosures: (i) the date of the disclosure; (ii) the name of the entity or person who received the PHI and, if known, the address of such entity or person; (iii) a description of the PHI disclosed; (iv) a statement of the purpose of the disclosure that reasonably informs the individual of the basis for the disclosure or, in lieu of such statement, a copy of the written request for the disclosure, if any; and (v) such other information as the Covered Entity may request in order to fulfill its legal obligations to account for disclosures to the individual.
- (G) Make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of the United States Department of Health and Human Services, for purposes of determining the Covered Entity's compliance with its legal obligations.
- (H) Upon termination of the Principal Agreement, return or destroy all PHI that it maintains in any form, and shall retain no copies of such information or, if the parties agree that return or destruction is not feasible, extend the protections of this agreement to such information, and limit further use and disclosure of the information to those purposes that make the return or destruction of the information infeasible.

(iii) No Third Party Beneficiaries. There are no third party beneficiaries of this Addendum.

(iv) Breach. Anything in the Principal Agreement to the contrary notwithstanding, Covered Entity may immediately terminate this agreement if it determines that SIS has violated a material term of this Addendum, and SIS fails to remedy the violation within thirty (30) days of receipt of written notice thereof.

SIS	COVERED ENTITY
Signature: _____	Name of Entity: County of San Mateo
Printed Name: _____	Signature: _____
Title: _____	Printed Name: Rose Jacobs-Gibson
	Title: <u>President, Board of Supervisors</u>

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.
- X 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.

Center to Promote Healthcare Access, Inc.
Name of 504 Person - Type or Print

Claudia Page, Director
Name of Contractor(s) - Type or Print

1333 Broadway Street, Suite 1020
Street Address or P.O. Box

Oakland, CA 94612
City, State, Zip Code

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

Signature

Title of Authorized Official

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
Contractor's Declaration Form**

I. CONTRACTOR INFORMATION

Contractor Name:	Center to Promote Healthcare Access	Phone:	510-834-1300
Contact Person:	Renee Rivera	Fax:	510-834-1301
Address:	1333 Broadway, Suite 1020 Oakland, CA 94612		

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- Contractor complies with the County's Equal Benefits Ordinance by:
 - offering equal benefits to employees with spouses and employees with domestic partners.
 - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
 - Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)

- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
 - the contract is for \$100,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to comply when the collective bargaining agreement expires.

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.

Signature

Name

Date

Title