

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

269



FROM: DEPARTMENT OF PUBLIC SOCIAL SERVICES

SUBMITTAL DATE:
6/19/2012

SUBJECT: Request for the Sole Source Purchase of Case Management Portal Access to APS Automated Client Tracking Systems Database (AACTS).

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chairman of the Board to sign the attached Professional Service Agreements with CareAccess Silicon Valley for the amount of \$45,780 and with McWilliams, Mailliard Technology Group (MMTG) for the amount of \$112,163 without seeking competitive bids for the period July 1, 2012 through June 30, 2013.
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise the renewal option, based on the availability of fiscal funding, and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the annual CPI rates.
3. Authorize the Director of DPSS to administer these Agreements.

Susan Loew

Susan Loew, Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 157,943	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 27,798	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/2013

SOURCE OF FUNDS: Federal Funding: 44.40%; State Funding: 37.00%; County Funding: 17.60%; Realignment Funding: 1.00%;		Positions To Be Deleted Per A-30	<input type="checkbox"/>
		Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
 RCIT
 BY: *Elena M. Boeva*
 DATE: 6-5-12
 Purchasing: Kevin K. Crawford, CIO
 Departmental Mark Sellers, Assistant Director
 Date: Jun 12

Consent
 Policy
 Consent
 Policy

Dept't Recom:
 Per Exec. Ofc.:

Prev. Agn. Ref.: 6/6/06 (3.43),
6/2/09 (3.61)

District: ALL **Agenda Number:**
 ATTACHMENTS FILED
 WITH THE CLERK OF THE BOARD

3.42

TO: BOARD OF SUPERVISORS**DATE:** June 19, 2012**SUBJECT:** Request for the Sole Source Purchase of Case Management Portal Access to APS Automated Client Tracking Systems Database (AACTS).**BACKGROUND (Continued):**

The Council on Aging, Silicon Valley is a non-profit organization. It is also the State designated Area Agency on Aging (AAA) for Santa Clara County. The Council has developed, through a California Department of Aging Long –Term Innovation Grant, a Virtual Private Portal (VPP) called CareAccess. The goal of CareAccess is to provide Adult Protective Services, In-Home Supportive Services, Multipurpose Senior Services Programs and other organizations a single server location to co-locate applications serving aging populations.

CareAccess provides agencies with a single front end to access their data, while retaining use and control over their own discrete databases. It reduces set up costs and eliminates investments in hardware, server software and desktop hardware and gives the potential for future data sharing. Costs for upgrades and enhancements in response to state mandates are shared by the twelve participating counties. The twelve other participating counties are:

▪ Contra Costa	▪ Merced	▪ Nevada	▪ Shasta
▪ Fresno	▪ Monterey	▪ San Joaquin	▪ Stanislaus
▪ Mendocino	▪ Napa	▪ Santa Cruz	▪ Tulare

As part of their agreement, the Council on Aging, Silicon Valley requires its subscribers to contract with McWilliams Mailliard Technology Group (MMTG), to access the APS Automated Client Tracking System (AACTS) database. AACTS is specifically designed for APS and provides case management and reporting, including all state mandated reports.

This purchase offers DPSS the opportunity to establish a successful APS case management system, as both CareAccess and AACTS have been developed specifically for California APS programs. It will also place DPSS in the position to be part of a statewide APS infrastructure. On June 2, 2009 (Agenda Item #3.61), your honorable Board approved this purchase for FY2009/10-FY2011/12. Therefore, DPSS is requesting your honorable Board to allow us to purchase CareAccess and AACTS from the Council on Aging, Silicon Valley and MMTG respectively without competition.

PRICE REASONABLENESS:

In discussion with other counties using both components, the pricing is consistent to all counties. The costs for upgrades and enhancements to AACTS is based on a per user fee, which is standard to each county.

FINANCIAL:

Funding for these Agreements is included in the FY 2012/2013 budget. Funding is from the following sources: Federal 44.40%; State 37.00%; County 17.60%; Realignment 1.00%.

ATTACHMENT(S): Sole Source Justification
Professional Services Agreements

CONCUR/EXECUTE County Counsel
County Purchasing

SL:pf

Date: January 31, 2012

From: Susan Loew, Director of the Department of Public Social Services (DPSS)

To: Board of Supervisors/Purchasing Agent

Via: Purchasing Agent

Subject: Request for Sole Source Procurement for Case Management Portal Access to APS Automated Client Tracking Systems Database (AACTS).

The below information is provided in support of my Department requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

Supply/Service being requested: CareAccess case management web portal and the associated APS Automated Client Tracking Systems database supported by McWilliams, Mailliard Technology Group. This access to the statewide tracking database allows various agencies that serve aging populations to co-locate applications at a single server location.

Supplier being requested: CareAccess, Silicon Valley and McWilliams Mailliard Technology Group

Alternative suppliers that can or might be able to provide supply/service: Harmony Information Systems is an existing stand-alone case management system that was recently developed for Sonoma County. However, the shell system is in a pilot test mode, and once completed will require further testing and development for customization to meet DPSS' needs.

Extent of market search conducted: The result of DPSS Adult Services Division' research found the Harmony System to be a comparable system. However, due to readiness activities for CMIPSI (data cleanup, revise business processes, training, and data conversion), the proposed 20% cut to the IHSS program and 23% cut to County funding which directly impact services, the Department is not in a position to switch to a new case management system at this time. DPSS Adult Services Division will consider the Harmony System as an alternative case management option in the future.

Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide: CareAccess and AACTS are specifically designed for California APS programs. It is capable of producing all State mandated reports required by APS. It can also assist social workers and supervisors in meeting mandated milestones and timelines. More importantly it provides a uniform tool used by APS agencies across the state and houses all the data at a single location. Twelve counties are currently using CareAccess.

The AACTS system is unique in that it is:

- A complete Adult Protective Services case management system
- HIPAA compliant
- Completes the monthly report form (SOC242)
- Recognized and approved for use by California Welfare Director's Association
- Developed by a grant from the Department of Aging
- Able to share data related to the Multi Senior Services Program (MSSP)
- Collaborative within the statewide APS community (i.e., Napa, San Joaquin, Monterey, Merced, and Contra Costa Counties)
- Any application modification costs would be shared by participating counties
- Will provide users with searching by name of the abuser, providing another method to keep the APS population safer

Reasons why my department requires these unique features and what benefit will accrue to the county: These programs will allow DPSS to better stay in compliance with State mandates and reporting and will improve the delivery of services to the County's aging population. Because the providers have provided with satisfaction a viable service to DPSS for the past five (5) years, continuing with the current programs will ensure all data is PI compliant and client safety is uncompromised.

Price Reasonableness: Previously, in discussion with other counties using both components, the pricing to all counties is consistent. The costs for upgrades and enhancements to AACTS is based on a per user fee, which is standard to each county.

Does moving forward on this product or service further obligate the county to future similar contractual arrangements? No

Period of Performance: July 1, 2012 through June 30, 2015

Susan Lew 5-8-12
Department Head Signature Date

Purchasing Department Comments:

Approve Approve with Condition/s Disapprove

Not to exceed: \$ 157,943 One time Annual Amount through 6-30-2015

[Signature] 6-6-12 12-573
Purchasing Agent Date Approval Number
(Reference on Purchasing Documents)

FORM APPROVED COUNTY COUNSEL
BY: [Signature] 6-5-12
ELENA M. BOEVA DATE



Software License and Support Agreement

This User Software License, Subscription and Support Agreement ("Agreement"), is made by and between the **Riverside County** with its principal place of business located at Department of Public Social Services, 4060 County Circle Drive, Riverside, CA 92503, (hereinafter "COUNTY"), and **McWilliams Mailliard Technology Group, Inc.** (hereinafter "MMTG"), and is effective as of date singed below.

BACKGROUND:

WHEREAS, MMTG is an independent software and services provider for the health and human/social services industry and has developed certain software product(s) for commercial use; and

WHEREAS, COUNTY desires to access the automated elder care and dependent adult services system for Adult Protective Services and In Home Supportive Services, known as AACTS as developed and offered by MMTG; and

WHEREAS, COUNTY desires to access this system through a Web Portal Host (Virtual Private Portal) operated by an Application Service Provider and has entered or will enter into an agreement with CareAccess or other Provider agreeable to both parties to perform this function; and

WHEREAS, MMTG will work collaboratively with the CareAccess or other Web Portal Provider agreed upon and approved by both parties, to implement and administer AACTS; and

WHEREAS, MMTG hereby grants certain licenses to COUNTY for use of its software products on a Web Portal/Host system along with collateral documentation, training materials, marketing materials and product support related thereto, under the terms and conditions contained in this Agreement.

NOW THEREFORE, the Parties agree as follows:

1.0 DEFINITIONS

The following terms are incorporated herein by reference:

- 1.1 **"Licensed Software"** means the specific software application developed by MMTG called AACTS v.6.6 (or current version) together with any Upgrades, Updates and Enhancements thereto as accessible on the approved web portal provider.
- 1.2 **"MMTG Technology" and/or "AACTS"** means the Licensed Software, Services, Training, Support, Documentation, Marketing Materials, Training Materials, Upgrades, Updates and/or Enhancements provided by MMTG to COUNTY under this Agreement.
- 1.3 **"Upgrade and Enhancement"** mean a modification of the Licensed Software, in object code format, generally released by MMTG, including upgrade in features, functionality or performance of the Licensed Software. Upgrades and enhancements include new major version releases denoted by a change to the left of the first decimal point (e.g., v.3.0 to v.4.0). Upgrades and enhancements may

also include a) bug fixes, patches, and maintenance releases, b) new point releases denoted by a change to the right of the first decimal point (e.g., v.6.0 to v.6.1). Upgrades and enhancements will not include any release that MMTG licenses separately.

- 1.4 **“Update”** means any modification of the Licensed Software, in object code format, generally released by MMTG and may include changes that affect version number (“enhancements” and “upgrades”) and/or minor changes that do not affect version number.
- 1.5 **“Documentation”** means MMTG’s most current on-line Help Guide and any written training, user and other manuals/materials published by MMTG and made generally available by MMTG regarding AACTS.
- 1.6 **“Term”** means the period commencing on Agreement effective date and continuing for the Initial Term and any Renewal Term, unless earlier terminated as provided below.

2.0 **GRANT OF RIGHTS**

2.1 **License Grant.** In consideration of the payment of client access license (CAL), subscription and other fees set forth herein, MMTG hereby grants to COUNTY a non-exclusive, non-transferable license to use the specified MMTG Technology in machine-readable form (object code) and all related Documentation, when used in conjunction with approved web portal/host provider subject to the terms and conditions of this Agreement.

2.2 **License Restrictions.**

2.2.1 COUNTY acknowledges that, except as stated in this Agreement, COUNTY is not granted any right or title to the MMTG Technology or any intellectual property rights therein. COUNTY may not use, reproduce, demonstrate, distribute, lend, share, give or sell MMTG Technology in any manner or for any purpose except as specifically permitted under this Agreement or by separate written agreement.

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

2.2.3 COUNTY may not remove any of MMTG’s trade names, trademarks, copyright notices or any other MMTG or AACTS identifiers or proprietary notices appearing on splash screens, documentation or any other material provided by MMTG. Each copy of the MMTG Technology or documentation reproduced by, or on behalf of COUNTY, will contain the proprietary notices placed by MMTG on the media or within the code of the Licensed Software or on the Documentation, Training Materials, or Marketing Materials.

2.2.4 COUNTY may not use, copy, rent, lease, lend, give, share, sell, modify, decompile, disassemble, otherwise reverse engineer or transfer the Licensed Software except as provided in this Agreement. Any unauthorized use may result in immediate termination of this Agreement and/or other legal remedies at the sole discretion of MMTG.

2.2.5 COUNTY may host onsite inspection of AACTS by those reviewing AACTS for purchase or for other reasons only with advance permission from MMTG. MMTG reserves the right to deny such permission. No "screen shots" or copying, whether electronic photographic or manual, is to be permitted.

3.0 SUPPORT AND TRAINING

3.1 General Support. MMTG will use its best efforts to address promptly any bugs, malfunctions or other non-conformities reported by COUNTY. Upon diagnosing the nature of any reproducible bug, malfunction, or non-conformity, MMTG will inform COUNTY immediately and if remediation is required, will give an estimate of time needed to resolve reported issue(s). MMTG will use its best efforts to resolve such issues promptly and with due regard for the reproducibility and/or severity of the bug, malfunction, or non-conformity incident.

3.2 Product Support. MMTG will provide Maintenance Support to COUNTY for the Licensed Software as set forth in "Exhibit E Product Support". In addition, MMTG will provide development support to COUNTY for Enhancements/Upgrades/Updates to the Licensed Software as specified in "Exhibit E Product Support."

3.3 System Support. COUNTY will enter into, or has entered into a separate agreement with CareAccess, or other web portal/host provider agreed upon by COUNTY and MMTG, which will provide all support involving hardware, system software, and network issues associated with their services to COUNTY and with COUNTY access to the web portal/host system. MMTG will work cooperatively to provide COUNTY information and training needed to access the Licensed Software on the portal

3.4 Training. MMTG will provide COUNTY with technical and user training with respect to the Licensed Software, in accordance with "Exhibit C Training." COUNTY shall provide appropriate training facilities for all on-site AACTS training modules as detailed in "Exhibit C Training."

4.0 RIGHTS AND OBLIGATIONS

4.1 Marketing. MMTG may market, advertise and otherwise promote the Licensed Software as it deems appropriate at its sole discretion. MMTG may include reference to County's use of the Licensed Software in its general communications and in marketing, promotional material and press releases, acknowledging the existence of this Agreement, while specific terms of the Agreement shall not be disclosed. COUNTY may promote the Licensed Software in accordance with the terms of this Agreement and as mutually agreed between COUNTY and MMTG.

- 4.2 Compliance with Laws.** MMTG shall comply and require its officers and employees to comply with all applicable Federal and State laws affecting the services covered by this Agreement, including, but not limited to the following, to the extent that they apply.
- 4.2.1** MMTG shall not publish or disclose, permit or cause to be published, disclosed or used, any confidential information pertaining to a public social services applicant(s) or recipient(s) obtained in the course of work performed for or with COUNTY.
 - 4.2.2** See "Exhibit H Additional Provisions" for reference to California Welfare and Institutions Code (WIC), Sec 10850 / Public Contract Code, Section 7110 / Family Code, Div 9, Part 5, Ch 8 / CDSS MPP / Executive Orders 11246, 11375 / Dept. of Labor (41 CFR Part 60).
- 4.3 Rights to Database Content.** COUNTY will maintain all rights and privileges to its specific database content. MMTG shall have no rights or privileges to database content, other than as required to implement MMTG Technology and for the purpose of training, support and maintenance of AACTS Software. COUNTY will permit one (1) web portal provider (CareAccess) profile and one (1) MMTG profile on their database for such purposes.

5.0 WARRANTY

- 5.1 Anti-Virus Warranty.** MMTG represents and warrants that the media containing the Licensed Software, any download, Upgrade/Update/Enhancement provided by MMTG will not contain any virus, worm or other code or routines designed to disable, damage, impair, or erase the Licensed Software, other software or data or the system upon which the Licensed Software, Upgrade/Update/Enhancement is installed.
- 5.2 Service Level Warranty.** MMTG warrants that services it provides to COUNTY will be performed in a professional and ethical manner.
- 5.3 Warranty Disclaimers.** MMTG warrants to COUNTY that software contracted for by COUNTY will perform in substantial compliance with the User Manual. There are no express or implied warranties, including the implied warranty of merchantability and fitness for a particular purpose not specifically set forth in this Agreement or compatibility with other products now used or that may be in the future used by COUNTY.
- 5.4 Termination Option for Repeated Failure to Meet Service Level Agreement.** COUNTY may terminate this Agreement for cause and without penalty by submitting to MMTG written documentation detailing instances of failure within five (5) days following the end of the calendar month in which MMTG fails to meet Service Level standards. Documentation of failures shall be submitted to MMTG in writing. Termination under this provision will be effective thirty (30) days after receipt of such notice by MMTG.
- 5.5 Disclaimer of Actions Caused by and/or Under the Control of Third Parties.** MMTG does not and cannot control the functioning of services provided by CareAccess web portal/host provider or other provider and/or its Co-Location Data

Center network and other portions of the Internet. MMTG shall not be held liable or accountable for performance issues (i) caused by factors outside of MMTG's reasonable control; (ii) that resulted from any actions or inactions of COUNTY or any third parties that are not under the sole control of MMTG; or (iii) that result from COUNTY's equipment and/or third party equipment function/non-function, including web portal/host provider, its Co-Location Service Center and/or the internet. Accordingly, MMTG disclaims any and all liability resulting from or related to such events.

6.0 INVOICE TERMS, PAYMENT

- 6.1 License Fees.** COUNTY will pay MMTG license fees as set forth in "Exhibit A License & Subscription" and "Exhibit I Budget." Training requires user log-in access to the live system. Thus licenses must be in place and license fees paid prior to commencement of training.
- 6.2 Subscription Fees.** COUNTY will pay Subscription fees as set forth in "Exhibit A License & Subscription" and "Exhibit I Budget." Training requires user log-in access to the live system. Thus subscriptions must be in place and subscription fees paid prior to commencement of training.
- 6.3 Product Support/Update/Enhancement Fees.** COUNTY will be assessed a reasonable annual charge for State and/or Federally-mandated, user-requested and/or other indicated updates, enhancements, upgrades. Such charges will be shared pro rata among all AACTS subscriber counties based on number of CAL/Client Access Licenses held. COUNTY will pay update/upgrade fees as set forth in "Exhibit E Product Support" and Exhibit I Budget." At COUNTY's election, COUNTY may purchase other MMTG services under terms and conditions set forth in "Exhibit E Product Support" or upon a duly executed amendment.
- 6.4 Training Fees.** COUNTY will pay Training fees on the terms and conditions set forth in "Exhibit C, Training" and "Exhibit I Budget," or as otherwise agreed between the parties in writing.
- 6.5 Documentation, Training Materials, and Marketing Materials.** MMTG shall provide electronic copies of proprietary Documentation, Training Materials, and Marketing Materials as set forth in "Exhibit F Documentation," at no additional cost to COUNTY. COUNTY may print at its own expense and without reimbursement to or from MMTG, hard copies of Documentation, Training Materials and Marketing Materials as set forth in "Exhibit F Documentation" unless otherwise agreed in advance between the parties in writing. At COUNTY's election, MMTG will provide printed hard copies for Documentation, Training Materials, and Marketing Materials at the stated fees set forth in "Exhibit F Documentation."
- 6.6 Payment Terms.** All fees payable hereunder will be paid in U.S. Dollars. All fees and other charges are due and payable upon receipt of the applicable invoice from MMTG and as set forth in Exhibits A, B, C, D, E, F, H and I attached hereto.
- 6.7 Records and Inspection Rights.** COUNTY will maintain proper records and books of account relating to the fees due hereunder including a record of active users authorized to access the Licensed Software via web portal provider. COUNTY will provide this list to MMTG upon request. Upon at least ten (10)

business days notice MMTG may have an authorized agent of the company or an independent auditor, reasonably acceptable to COUNTY, inspect and audit such records at COUNTY's business offices to verify compliance with its payment obligations. In case of disagreement, COUNTY and MMTG agree, to accept web portal provider/host's user records.

7.0 INTELLECTUAL PROPERTY & CONFIDENTIALITY

7.1 Ownership. Except for the rights expressly granted herein, this Agreement does not transfer from MMTG to COUNTY any developed technology, and all right, title and interest in and to such technology will remain solely with MMTG. Except for the rights expressly granted herein, this Agreement does not transfer from COUNTY to MMTG any COUNTY-developed technology or data, and all right, title and interest in and to such technology or data will remain solely with COUNTY.

7.2 Trade Secrets and Source Code. COUNTY agrees that it will not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from MMTG's developed technology.

7.3 Confidential Information.

7.3.1 During the term of this Agreement, each party may disclose to the other certain proprietary or confidential information, which shall be received in confidence and shall not be revealed to third parties or applied to uses other than recipient's performance of its obligations hereunder, as detailed in "Exhibit G Mutual Non-disclosure."

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

8.0 TERMS AND TERMINATION

8.1 Term. Unless earlier terminated as provided herein or by the mutual written agreement of the parties, the initial term of the Agreement ("Initial Term") will commence on the effective date of this Agreement and extend June 30, 2013. Following the initial term, this agreement may be annually renewed for a total of two additional years. Either party may give the other party written notice of its desire not to renew the Agreement at least ninety (90) days prior to the expiration of the Initial Term or any Renewal Term, in which case, the Agreement will expire at the end of the then current Term.

8.2 Early Termination: Either party may terminate this Agreement prior to its expiration date by giving ninety (90) days written notice. As set forth in "Exhibit A License & Subscription," COUNTY shall be responsible for payment of all subscription and license fees owing for the entire calendar quarter in which such notice is received by MMTG and any additional quarter(s) of authorized service based on the highest number of COUNTY AACTS users during the period.

8.3 Effect of Termination. Upon termination of this Agreement for any reason, each party will return to the other party all confidential materials developed by or

belonging to such party, which have been delivered pursuant to this Agreement. Termination of this Agreement will not relieve COUNTY of its obligations to make immediate and full payment to MMTG for any amounts then due and/or payable to MMTG. The provisions of Agreement paragraphs 5.0 "Warranty," 7.0 "Intellectual Property & Confidentiality," 8.0 "Terms and Termination," 9.0 "Limitation of Liability" and 10.0 "General Provisions," including all sub-paragraphs, will survive the expiration or termination of this Agreement, regardless of the cause of expiration or termination.

- 8.4 Failure to Pay.** COUNTY's failure to pay AACTS fees for services as specified in "Exhibit A License & Subscription," "Exhibit E Product Support" and "Exhibit I Budget" may result in service interruption or termination of COUNTY access to AACTS and subject COUNTY to a reestablishment-of-service fee of \$250 per delinquent month or partial month. COUNTY's failure to pay Web Portal Provider (CareAccess) or other third party fees, resulting in COUNTY's inability to access AACTS via the web portal will not relieve COUNTY of its obligation to pay AACTS license, subscription, upgrade and/or other fees according to terms of this Agreement and its appurtenant Exhibits.

9.0 LIMITATION OF LIABILITY

- 9.1 Insurance.** MMTG shall procure and maintain the following required insurance coverage at its sole cost and expense. Unless otherwise agreed in writing, all insurance coverage shall be with insurers which are admitted insurance companies in the State of California. This insurance coverage shall be maintained throughout the term of this Contract.
- 9.1.1 Certificates of Insurance.** MMTG will submit or cause to be submitted to COUNTY Certificate(s) of insurance documenting agreed upon insurance coverage and shall submit or cause to be submitted annually by MMTG insurance broker evidence of renewal in the form of updated Certificates of Insurance, prior at policy renewal date(s).
- 9.1.2 Workers' Compensation insurance.** To the extent required by law during the term of this Agreement, MMTG shall provide workers' compensation insurance for all employees engaged in performance of duties under this Agreement in an amount not less than ONE MILLION dollars (\$1,000,000).
- 9.1.3 Liability insurance.** MMTG shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverage, issued by a company licensed to transact business in the State of California.
- 9.1.3.1 General Liability.** Commercial or comprehensive general liability [CGL] insurance coverage (personal injury and property damage) of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit per occurrence, covering liability or claims for personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of MMTG or any officer, agent, or employee of MMTG

under this Agreement. COUNTY, its officers, employees, and agents shall be named as "Additional Insured" on any policy. The policy or policies shall provide that COUNTY will be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

9.1.3.2 Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on company owned, hired and leased vehicles used in conjunction with contractor's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence

- 9.2 Indemnification by MMTG.** MMTG shall indemnify and hold harmless COUNTY its directors, agents, officers, employees and volunteers from and against all claims, damages, losses, causes of action and expenses, including reasonable attorneys' fees, for any personal injury, bodily injury, loss of life, damage to property, violation of federal, state or municipal law, ordinance or constitutional provision, or other cause that arise out of, relate to or result from acts or omissions, negligent or otherwise, in breach of the terms of this Agreement by MMTG, its directors officers, agents and/or employees.
- 9.3 Indemnification by COUNTY.** COUNTY shall indemnify, defend and hold harmless MMTG, its directors, agents, officers and employees and volunteers from and against all claims, damages, losses, causes of action and expenses, including reasonable attorneys' fees, for any personal injury, bodily injury, loss of life, damage to property, violation of federal, state or municipal law, ordinance or constitutional provision, or other cause that arise out of, relate to or result from activities or omissions, negligent or otherwise, in breach of the terms of this Agreement by COUNTY, its directors, officers, agents and/or employees.
- 9.4 Limitations on Liability.** Notwithstanding the provisions of Agreement paragraph 9.0 "Limitation of Liability" and sub-paragraphs, the liability of the parties and the remedies of the parties shall be limited as follows:
- 9.4.1 Uncontrollable Events** Neither party shall bear any liability arising out of events beyond the control of such party, including but not limited to acts of God, acts of a public enemy, fires, floods, storms, earthquakes, riots, strikes, lock outs, wars, restraints of government, court orders, power shortages or outages, equipment or communications malfunctions, nonperformance by any third parties, or other events which cannot be controlled or prevented with reasonable diligence by such party.
 - 9.4.2 Consequential Damages.** Neither party shall bear any liability for special, consequential, incidental or indirect damages resulting from "uncontrollable events" (including without limitation loss of anticipated income or profits, loss of goodwill, or other loss or damages), even if such party has been informed of the possibility of such damages.
 - 9.4.3 Value of Contract.** In no event shall the aggregate liability of MMTG to COUNTY (regardless of the form, whether in contract or tort)

exceed the amount of the fee paid by COUNTY to MMTG pursuant to the terms of this contract.

9.4.4 Passage of Time. In no event shall a cause of action be asserted by COUNTY against MMTG or MMTG against COUNTY, which arises out of or relates to any event, condition, breach, or claim known to the filing party more than one (1) year prior to the filing of such cause of action.

10.0 GENERAL PROVISIONS

- 10.1 Notices.** All notices and other communications shall be in writing and shall be considered given when (i) delivered personally, (ii) sent by confirmed e-mail or facsimile, (iii) sent by commercial overnight courier (e.g., Federal Express, DHL) with written verification of receipt, or (iv) certified mail to the address provided herein.
- 10.2 Assignment.** Neither party may assign or transfer this Agreement or any of its rights or obligations under this Agreement, without the prior written consent of the other party, which will not be unreasonably withheld or delayed; except that either party may assign or transfer this Agreement in the case of a merger, acquisition, consolidation or sale of substantially all the assets to which this Agreement relates. Subject to the foregoing limitation, this Agreement will inure to the benefit of and be binding upon the parties hereto, their successors, and assigns.
- 10.3 Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, unenforceable, or in conflict with any law of a federal, state, or local government applicable to this Agreement, the validity of the remaining portions or provisions hereof will not be affected thereby. The parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision.
- 10.4 Entire Agreement and Amendment.** This Agreement and its attached Exhibits (A Through I, inclusive), incorporated by reference herein, constitute the entire Agreement between the parties regarding the subject matter hereof; and supersede all previous communications, representations or agreements, either written or oral, with respect to such subject matter. This Agreement may not be varied, modified, altered, or amended except in a writing signed by both parties.
- 10.5 Governing Law.** This Agreement shall be construed in accordance with the laws of State of California.
- 10.6** The terms “Agreement” and “Contract” are used interchangeably throughout and refer to the same document.

11.0 EXHIBITS INCORPORATED IN AGREEMENT

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

- EXHIBIT A License, & Subscription
- EXHIBIT B Discovery & Training Prep
- EXHIBIT C Training
- EXHIBIT D Travel Time & Expenses
- EXHIBIT E Product Support
- EXHIBIT F Documentation
- EXHIBIT G Mutual Non-Disclosure
- EXHIBIT H Additional Provisions
- EXHIBIT I Budget(s)

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorized representatives, as of the date(s) set forth below.

MCWILLIAMS MAILLIARD TECHNOLOGY GROUP, INC.

RIVERSIDE COUNTY

Authorized Signor: Antoinette Mailliard
Antoinette Mailliard, President & Secretary
McWilliams Mailliard Technology Group, Inc.

Authorized Signor: _____

Date: 2 May 2012

Print Name: _____

Title: _____

Contact information:

Date: _____

Tel. 415-771-3452
Fax. 415-583-0530
amailliard@mmtg.com

Authorized Signor:

Authorized Signor:

FORM APPROVED COUNTY COUNSEL
BY: Elena M. Boeva 6-5-12
ELENA M. BOEVA DATE

EXHIBIT A

License & Subscription

I. License Purchase

- A. AACTS Licenses are available on a Client Access License (CAL) basis. A CAL gives a User the right to access the AACTS application through an internet portal. Each person requiring access to AACTS for data entry, review, reporting or administration will require a CAL.
- B. Access to AACTS by additional COUNTY Users, whether on a permanent or temporary basis, will require the purchase of the appropriate number of additional licenses. Replacement of one User with another User will be counted as a single User. Two overlapping Users will be counted as 2 Users. If COUNTY owns more licenses than it has current Users, it may add Users up to the number of licenses owned without additional license (CAL) purchase.

II. Subscriptions

- A. **Initial Subscription Fee:** The Initial Subscription period may not encompass a complete quarter. In that case COUNTY will be invoiced for either one or two months (instead of three months). Any portion of a month in which Users have access to the system will count as a billable month.

Because subscription fee are payable in advance, the subscription for the first quarter of each Fiscal Year will be due prior to the start of the new quarter/new fiscal year (ie. July-September subscription are payable by June 30). This requires that the COUNTY include this amount in the prior Fiscal Year's budget. Thus, if COUNTY selects a start-date in July, August or September the initial subscription year only may include up to 5 subscription quarters.

- B. **Subscription Fees:** COUNTY will be invoiced in advance quarterly (quarters starting Jan 1, Apr 1, Jul 1, Oct 1) based on the number of Users at the time of invoicing or projected number for next quarter. Payment will be due before the start of the new quarter. Late payment may result in service interruption or termination, which may subject COUNTY to a Re-establishment-of-service fee.

Additional Users added during a quarter such that at any time during the quarter the total User number exceeds the User number at start of the quarter, will be billed separately or in arrears in the scheduled quarterly invoice. Overpayment for subscriptions not used during the entire billing quarter will be credited in arrears. Users added during a quarter will be counted for the entire quarter. Replacement of one User with another User will be counted as a single User. Two overlapping Users during a quarter will be counted as 2 Users. When COUNTY has purchased more Client Access Licenses than it has active Users, COUNTY's subscription fees will reflect only the number of Users with access to the system.

- III. **Access:** MMTG reserves the right to refuse access AACTS to any User at MMTG's discretion.

EXHIBIT B
Discovery & Training Prep

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EXHIBIT C

Training

I. User Preparedness

AACTS Users should have achieved a minimum of 60% Windows and Internet-navigation literacy prior to training. Where appropriate, literacy should be determined through Microsoft-certified testing.

II. Training Facility

COUNTY shall provide facilities and equipment for all onsite trainings. For Initial user training this will include an appropriate training room, with a computer with high-speed internet connection for each student and for one MMTG Trainer, a projector suitable for use with the provided computer and a projection screen. For Advanced Skills Seminar(s) COUNTY shall provide a room large enough to seat all AACTS users, a single trainer computer with high speed internet access, a linked projector and projection screen.

III. System Administrator Training

A qualified MMTG trainer will conduct training for IT Personnel or APS System Administrator(s). Each Administrator-Training accommodates a maximum of 3 students.

IV. Onsite End User Training

A qualified MMTG trainer/facilitator will conduct training for all End Users. Each training onsite Module consists of approximately 8 hours of class time, delivered in two 4-hour sessions over two successive days. Each Training Module will accommodate a maximum of 10 students.

V. Super-User Training

Super-User defined: A Super-User is an individual who is computer literate and confident, a seasoned APS Social Worker, well regarded by peers, and both willing and able to assist others as they learn AACTS. After training, Super-Users will be the "go-to" AACTS resource for colleagues and new hires.

Super-User Training: All Super-Users attend the first two-day End User Training Module plus a second two-day Module where they will learn by assisting others under the guidance of MMTG trainer. Additional "homework" exercises and/or consultation may be provided if needed.

VI. Advanced Skills Training

A qualified MMTG trainer/facilitator will conduct a single 3-4 hour customized Advance Skills training seminar, approximately 2-3 months after AACTS implementation. Advanced Skills seminar is conducted onsite.

VII. Post Implementation Training for New AACTS Users

Access to AACTS requires training by a qualified AACTS trainer. Training options include:

- On-site End User classes (required for groups of 4 or more new users in a single quarter).
- One-on-one training, for individual new users, using telephone instruction combined with online shadowing in 2 sessions conducted over 2 days.

Additional Advanced Skills seminars to refresh user skills, address changes to County practices, train on County, State or Federal regulations or address particular points of interest to the County may be purchased by separate agreement.

VIII. Training on live System

Training requires user log-in access to the live system. Thus licenses and subscriptions must be in place and fees paid prior to commencement of training.

EXHIBIT D
Travel Time & Expenses

For onsite trainings/meetings Consultant travel expenses to and from COUNTY offices are based on travel time at the consultants' billable rate, plus mileage/airfare and expenses as set forth in "Exhibit I Budget."

EXHIBIT E

Product Support

I. Maintenance Support

A. Post Implementation Telephone/Email Support

MMTG shall provide reasonable telephone/email support through the "authorized" COUNTY Liaison/Primary Contact regarding use/functionality of AACTS, during business hours (8:00 a.m. to 5:00 p.m. Pacific Time), excluding holidays, as set forth herein. Reasonable telephone/email support shall mean (1) Unlimited support during User training class week(s). (2) Up to 2 hours per week during the subsequent one month, (3) Up to 2 hours per month during the subsequent two months. All questions must come through COUNTY Liaison/Primary Contact. Support or instruction beyond the levels stated herein, may be purchased by COUNTY under separate agreement.

COUNTY Primary Contact/Support Liaison, Title	Diane Daniel, Program Specialist 2
Telephone No.	951-358-3191
Email Address	ddaniel@riversidedpss.org

B. On-going Support

Following the training and post-implementation support period, Super-users (see "EXHIBIT C Training") provide COUNTY's first line of User support. Questions requiring escalation beyond COUNTY Super-users may be submitted through the COUNTY Primary Contact by telephone, email or the AACTS support page on MMTG's website (www.mmtg.com). All such submissions will be addressed promptly.

C. Error Correction

MMTG shall correct, within a reasonable period of time, any material, reproducible error or malfunction in the Licensed Software (See Agreement paragraph 3.1 "General Support"). If MMTG, at its sole discretion, requests written verification of an error or malfunction discovered by COUNTY, COUNTY shall immediately provide such verification by e-mail, setting forth in reasonable detail the material error or malfunction. An error or malfunction shall be "material" if it represents nonconformity with MMTG's current published specifications for the Licensed Software and/or materially interferes with COUNTY's productive use of the Licensed Software as specified and has no reasonable work-around. If COUNTY experiences complete loss of productive use of AACTS due to reproducible material error or malfunction as defined herein for a continuous period in excess of 2 business days, MMTG will refund to COUNTY, as a credit in next billing cycle, an amount reflecting days of such loss above 1 day.

II. Development/Update/Enhancement Support

From time to time new features, functionality, upgrades, enhancements or updates of Licensed Software may be released in response to State mandates, legal considerations, technical considerations, User request, or as otherwise indicated.

Cost of these upgrades, enhancements or updates will be shared among all subscriber-counties on a pro rata basis, based on the number of Client Access Licenses held by the COUNTY. MMTG will provide an estimate of COUNTY share of anticipated charges for annual budget purposes. COUNTY will be charge only for releases actually implemented.

MMTG shall provide a copy of new releases to CareAccess/Web Portal Provider without additional charge to COUNTY for purposes of upgrading system. MMTG will provide appropriate notice and documentation in electronic copy, including updated pages to User Manual, without additional charge to COUNTY.

EXHIBIT F

Documentation

1. Materials

AACTS User Guide (available online within the AACTS system).

*AACTS System Administrator Guide

*AACTS Training Manual & User Guide

AACTS Marketing and Promotion Material

2. *Material Fees

These materials are distributed in electronic form at no cost to COUNTY. COUNTY may at its own expense and exclusively for its own use, and without payment to MMTG, print Training Manuals/User Guides and other documents provided to COUNTY in electronic form by MMTG.

Hardcopy/printed materials are also available on request at the following costs:

AACTS System Administrator Guide	\$100.00 per copy, plus shipping
AACTS Training Manual	\$100.00 per copy, plus shipping

3. Training Materials Printed in Advance by County

If COUNTY elects to provide printed materials, COUNTY agrees to have printed in advance of AACTS training, the complete AACTS Training Manual developed for COUNTY by MMTG, in sufficient number to provide one copy per student plus one or more Trainer copies as determined during the Training Preparation Meeting. Manuals should be distributed in loose leaf binders large enough for future addition of pages documenting changes to AACTS system.

4. Documentation to Contain Proprietary Notices

Each copy of the MMTG Documentation reproduced by, or on behalf of COUNTY, will contain in the Documentation all proprietary notices placed by MMTG as placed, including trade names, trademarks, copyright notices or any other MMTG or AACTS identifiers or proprietary notices appearing in the original. (See Agreement paragraph 2.2 "License Restrictions.")

5. Intellectual Property

Sharing or distributing of the User/Training materials in any way whatsoever is barred under the terms of this Agreement. See Agreement Paragraph 1.2 "Definitions: 'MMTG Technology' and/or 'AACTS'" and Agreement Paragraph 2.2 "License Restriction."

EXHIBIT G**Mutual Non-Disclosure**

All Information exchanged between the parties in conjunction with this Agreement shall be subject to the following terms. Use of the terms "Recipient" and "Discloser" hereunder refer to either COUNTY or MMTG, as the case may be. In consideration of the mutual promises and obligations contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

- A) The parties acknowledge that it may be necessary for each of them, as Discloser, to provide to the other, as Recipient, certain information, including trade secrets, information considered to be confidential, valuable and proprietary by Discloser, in connection with business purposes of this Agreement.
- B) Such information may include, but is not limited to, technical, financial, marketing, staffing and business plans and information, strategic information, specifications, drawings, prices, costs, privileged client information, procedures, proposed products, processes, business systems, software programs, techniques, services and like information of, or provided by, Discloser, its Affiliates or third party suppliers or other facts pertinent to the business relationship between Discloser and Recipient (collectively Discloser's "Information"). Information provided by one party to the other before execution of this Agreement and pertinent to this Agreement is also subject to the terms of this Provision
- C) Recipient will protect Information provided to Recipient by or on behalf of Discloser from any use, distribution or disclosure except as permitted herein. Recipient will use the same standard of care to protect Information as Recipient uses to protect its own confidential and proprietary information, but not less than a reasonable standard of care.
- D) Recipient agrees to use Information solely in connection with purposes of this Agreement and for no other purpose. Recipient may provide Information only to Recipient's employees who: (a) have a substantive need to know such Information in connection with the Project; and (b) have been advised of the confidential and proprietary nature of such Information.
- E) Discloser's Information does not include: a) any information publicly disclosed by Discloser; b) any information Discloser, in writing, authorizes Recipient to disclose without restriction; c) any information Recipient already lawfully knows at the time it is disclosed by Discloser, without an obligation to keep it confidential; d) any information Recipient lawfully obtains from any source other than Discloser, provided that such source lawfully disclosed such information; or e) any information Recipient independently develops without use of or reference to Discloser's Information.
- F) If Recipient is required to provide Information to any court or government agency pursuant to written court order, subpoena, regulation or process of law, Recipient must first provide Discloser with prompt written notice of such requirement and cooperate with Discloser to appropriately protect against or limit the scope of such disclosure. To the fullest extent permitted by law, Recipient will continue to protect as confidential and proprietary all Information disclosed in response to a written court order, subpoena, regulation or process of law.
- G) Information remains at all times the property of Discloser. Upon Discloser's request and/or upon termination of this Agreement, all or any requested portion of the Information (including, but not limited to tangible and electronic copies, notes, summaries or extracts of any Information) will be promptly returned to Discloser or destroyed (at Disclosers option), and Recipient will provide Discloser with written certification stating that such Information has been returned or destroyed.
- H) No license under any trademark, patent, copyright, trade secret or other intellectual property right is either granted or implied by disclosure of Information to Recipient.
- I) The term of this Mutual Non-Disclosure and the parties' obligations hereunder commences, except as otherwise stated herein, on the Effective Date of this Agreement and extends with regard to all Information until five (5) years after termination of this Agreement.
- J) This Agreement is binding upon and inures to the benefit of the parties and their heirs, executors, legal and personal representatives, successors and assigns, as the case may be.

EXHIBIT H

Additional Provisions

1. CONFIDENTIALITY:

MMTG agrees to comply and to require employees to comply with the provisions of Welfare and Institutions Code (WIC) Section 10850 and 14100.2 to assure that records concerning individuals in connection with the administration of or delivery of services under this Agreement will be kept confidential and not open to examination for any purpose not directly related to such administration. MMTG will not publish or disclose, use or permit, or cause to be published, used or disclosed any confidential information pertaining to any recipient served by the COUNTY. The parties acknowledge that any person knowingly and intentionally violating the provisions of said laws is guilty of a misdemeanor. MMTG agrees that services provided hereunder shall comply to the full extent applicable, with Health Insurance Portability and Accountability Act (HIPAA), Medi-Cal Data Privacy and Security Agreement (Medi-Cal PII), paragraphs E, F, G, H, K, L, M, Q.

2. CHILD SUPPORT: Public Contract Code / Family Code

MMTG agrees, in accordance with Public Contract Code, Section 7110, to comply with applicable state and federal laws relating to child and family support enforcement including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code, Division 9, Part 5, Chapter 8 (commencing with Section 5200).

3. NON-DISCRIMINATION: CDSS MPP / Executive Orders / Dept. of Labor Regulations

MMTG shall not unlawfully discriminate against any qualified worker because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age. MMTG shall comply and shall require its employees, consultants, or agents to comply with non-discrimination requirements as defined in CDSS MPP Sections 21-100. MMTG shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR Part 60).

4. DRUG FREE WORKPLACE

MMTG and its employees shall comply with all pertinent State and Federal regulations with regard to maintaining a drug-free workplace.

5. CONFLICT OF INTEREST:

MMTG warrants that it has no interest which would conflict in any manner with the performance of services required under this Agreement.

6. RELATIONSHIP OF PARTIES – INDEPENDENT CONTRACTOR

MMTG shall perform all work and services as described herein as an independent contractor. No person performing any of the work or services described herein shall be considered an officer, agent, volunteer, or employee of COUNTY, nor shall any such person be entitled to any benefits, including but not limited to Workers Compensation Benefits, available or granted to employees of COUNTY. MMTG shall be solely responsible for the acts or omissions of its officers, agents, employees, and subcontractors. Nothing herein shall be construed as creating a partnership or joint venture between parties.

7. INTERPRETATIONS

The language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning, and not for or against one or the other of the parties hereto.

8. NON-ALLOCATION OF FUNDS:

The terms of this Agreement, and the services to be provided there under, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated by COUNTY, at any time by giving the MMTG ninety (90) days advance written notice.

9. INVOICING

Invoices as provided in this Agreement shall be sent by email to:

ekrottma@riversidedpss.org

EXHIBIT I**Budget****RIVERSIDE COUNTY 2012-13**

<i>Description</i>	<i>Units</i>	<i>Price</i>	<i>Amount</i>
License AACTS Client Access License (CAL). Each CAL grants single user-access to County's AACTS database. Vacated CALs are transferable to replacement users.	5	\$950.00	\$4,750.00
Subscription Four Quarters: Oct-Dec 2012, Jan-Mar, Apr-June, July-Sept 2012. (July-Sept qtr. payable by June 30, 2013.)	109	\$600.00	\$65,400.00
Updates/Enhancements Upgrade/enhancement x \$200/License - Four Quarters: Oct-Dec 2012, Jan-Mar, Apr-June, July-Sept 2013. Fees apply only to updates/enhancement implemented.	109	\$200.00	\$21,800.00
New/replacement User Training: New User Training consisting two sessions of 1-on-1 training for 1 student with AACTS trainer using on-line "shadowing" combined with telephone instruction. Fees apply only to trainings used.	10	\$400.00	\$4,000.00
Onsite End User Training AACTS End User Training: Each Module comprised of eight hours (2 four-hour classes) for up to 10 Users.	2	\$3,500.00	\$7,000.00
Advanced Skills Seminar AACTS Advanced Skills seminar with customized curriculum: Each Module comprised of one half-day, onsite session.	1	\$3,000.00	\$3,000.00
Travel Time & Expense San Francisco-Riverside, air travel, rental car, hotel, travel time/expenses. For onsite trainings.	3	\$2,071.00	\$6,213.00
TOTAL			\$112,163.00

Use of AACTS via *CareAccess* Web Portal system requires separate agreement with *CareAccess*. For *CareAccess* information, please contact Manuel Altamirano at (408) 350-3295, altamirano@scccoa.org.

MMTG HAS NO FINANCIAL INTEREST IN AND RECEIVES NO COMMISSION OR FINANCIAL BENEFIT FROM CARE ACCESS.



CareAccess Silicon Valley Application Service Provider Agreement

This APPLICATION SERVICE PROVIDER AGREEMENT ("Agreement") is made as of the Effective Date by and between CareAccess Silicon Valley hereafter known as "CareAccess", a California Non-Profit corporation with its office located at 2115 the Alameda, San Jose, California, and Customer Riverside County as defined hereinafter.

BACKGROUND:

WHEREAS, CareAccess as part of its mission demonstrates new approaches in the use of technology for the elderly and persons with disabilities, and provides Internet technology solutions and independent software, for services of the health and human/social services industry through the CareAccess Virtual Private Portal (VPP), an Internet portal to a community of Human Services Software Applications created specially for the Aging Network.

WHEREAS, Where its hardware is located at the SBC E-Services, Managed Hosted Site in Irvine California, where SBC provides the network infrastructure, and where these software applications are made accessible to organizations. Software provided are HIPAA compliant software tools which includes functions for these same services and;

WHEREAS, CareAccess in furtherance of the project that began under the Governors Aging with Dignity Challenge Grant contracts with SBC to provide the network infrastructure to the VPP, SBC E-Services will provide to CareAccess managed hosted service to the VPP community from Irvine California, CareAccess will oversee services to this virtual community to ensure that best industry standards of service are provided by SBC; and

WHEREAS, CareAccess provides third party software vendors like CH Mack, Inc, developers of Q Continuum and MMTG developers of AACTS, in the VPP for use by Health and Human Services organizations, and

WHEREAS, Customer desires to engage the services of CareAccess to provide Internet technology solutions through its third party software vendors, and human services software applications created specifically for the Aging Network to Customer.

NOW THEREFORE, CareAccess and Customer hereby agree as follows:

ARTICLE I: DEFINITIONS

1.01 Recitals: The above recitals and identification of parties are true and correct.

1.02 Definitions: The following definitions shall apply:

- (1) **Acceptance Date:** The term "Acceptance Date" shall mean the date the Third Party Software is deemed accepted by Customer as provided under Section 3.01.
- (2) **Access:** The term "Access" and variants thereof (including, but not limited to, the terms "access", "accessible " and "accessing") shall mean to store data in, retrieve data from or otherwise approach, display, reproduce, frame, establish a Link to, or make use of (directly or indirectly) through electronic means or otherwise.

- (3) Associate: The term "Associate" shall mean an employee of CareAccess or an independent contractor hired by CareAccess.
- (4) Authorized Person: The term "Authorized Persons" shall mean (i) employees and legal counsel of the Receiving Party with a need to know Confidential Information disclosed to Receiving Party by Disclosing Party and (ii) persons or organizations with a need to know Confidential Information and who agree in writing to maintain the confidentiality of such Confidential Information.
- (5) Portal Fee: The term "Portal Fee" shall mean the fees for providing Internet access and other usage requirements of Customer as set forth in the Fee Schedule (Exhibit B).
- (6) Coding: The term "Coding" shall mean software, programming codes, models, processes, events, methods, properties, scripts or statements for developing Associate software as written in a programming language, including (without limitations) Visual Basic (VB), Active Script (ASP), C++, VBScript programming languages.
- (7) Configuration: The term "Configuration" shall mean the computer hardware, operating system, and Internet access software and browser configuration requirements for entry to CareAccess
- (8) Confidential Information: The term "Confidential Information" shall mean all information identified in writing as confidential information and which is not: (a) already known to the Receiving Party from a source other than the Disclosing Party; (b) conveyed to the Receiving Party by a third party without any restriction as to confidentiality or use; (c) independently developed without reference to the confidential information or (d) in the public domain.
- (9) Consulting Services: The term "Consulting Services" shall mean Independent Services and those certain consulting, programming, conversion, analysis, training and ad hoc services provided by CareAccess Associates.
- (10) Content: The term "Content" shall mean information, including (without limitation) provider information and consumer names provided by Customer to CareAccess Case histories, User information, and any Technology uploaded, posted or submitted by User on Third Party Software.
- (11) Customer: The term "Customer" shall mean the individual or entity identified as "Customer" on the signature page of this Agreement.
- (12) Customer Materials: The term "Customer Materials" shall mean the Content and Technology disclosed or provided to CareAccess for the purposes of developing the database conversions to Third Party software.
- (13) Defect: The term "Defect" shall mean programming errors and other defects in the CareAccess System, Third Party software, or otherwise which substantially impair the performance of the Third Party software.
- (14) Defect Notice: The term "Defect Notice" shall mean that written notice from Customer to CareAccess identifying Defects.
- (15) Deposit Materials: The term "Deposit Materials" shall mean only the source code for the CareAccess Technology developed in connection with Third Party Software (excluding Tools), delivered by CareAccess to a safe and secure location.
- (16) Developer: The term "Developer" shall mean the owner, authorized distributor, or licensee of the Tools or Customer Materials (as applicable).
- (17) Disclosing Party: The term "Disclosing Party" shall mean a party to this Agreement who reveals Confidential Information to the other party to this Agreement.
- (18) Documentation: The term "Documentation" shall mean the Third Party software guide describing the functions of the Third Party software as provided, or CareAccess respective, in printed or electronic form.
- (19) Domain Name: The term "Domain Name" shall mean that certain alphanumeric name by which a Web Site is known on the Internet.

- (20) Effective Date: The term "Effective Date" shall mean the date this Agreement is signed by CareAccess and Customer (whichever is later).
- (21) Fee Schedule: The term "Fee Schedule" shall mean that certain schedule of fees, published by CareAccess from time to time, a copy of which is attached hereto as Exhibit B and incorporated herein by this reference.
- (22) Graphics: The term "Graphics" shall mean graphics used in connection with the Third Party software, including (without limitations) illustrations, pictorials, animation, pictures, diagrams, representations, graphics, screen displays, letters, fonts, icons, flow-charts, and drawings.
- (23) Hardware Fee: The term "Hardware Fee" shall mean the fees for providing servers or other hardware to Customer as set forth in the Fee Schedule.
- (24) Implement: The term "Implement" and variants thereof (including, but not limited to, the terms "implementation", "implementing", and "implemented") shall mean to load and make available for User access and use.
- (25) Implementation Date: The term "Implementation Date" shall mean the date the Third Party software is implemented by CareAccess on the CareAccess Portal.
- (26) Implementation Fee: The term "Implementation Fee" shall mean the amount of money to be paid by the Customer to CareAccess for implementation of the Third Party Software as set forth in Exhibit B.
- (27) Internet: The term "Internet" shall mean that certain global network of computers and devices commonly referred to as the "Internet", including (without limitation) the World Wide Web.
- (28) CareAccess Legend: The term "CareAccess Legend" shall mean a logo, written disclaimer, and written notice that credits CareAccess or a Developer in connection with the Third Party Software and a Link to the CareAccess Web Site, including. CareAccess disclaims and user hereby waives all responsibility in connection with the product and the accuracy of the information and content offered through this Web Site. Use of this Web Site is subject to the Web Site Terms of Use and any notices."
- (29) CareAccess System: The term "CareAccess System" shall mean computer systems and communication equipment designated and controlled by CareAccess and used for hosting the Third Party Software, and CareAccess Web Site and providing Users access to the CareAccess Web Site.
- (30) CareAccess Technology: The term "CareAccess Technology" shall mean any and all Technology developed by or for CareAccess including (without limitation) the CareAccess Web Site.
- (31) CareAccess Web Site: The term "CareAccess Web Site" shall mean that certain CareAccess Web Site, which is located on the Internet at <https://www.CareAccess-ca.com>, as may be relocated from time to time, including any and all CareAccess Technology used, incorporated, stored or accessible therein, as implemented on the CareAccess System and made accessible to Users through the Internet.
- (32) License Fee: The term "License Fee" shall mean the fees for making certain software modules available to Customer as set forth in the Fee Schedule.
- (33) Link: The term "Link" shall mean text, icons or graphic symbols in web pages (visible or transparent) that upon search, selection or activation link or associate to, execute, access or retrieve an off-screen Web Site or Technology.
- (34) Maintenance Fee: The term "Maintenance Fee" shall mean the fees for maintenance and database administration services as set forth in the Fee Schedule.
- (35) Nonpayment Notice: The term "Nonpayment Notice" shall mean that written notice from CareAccess to Customer alleging nonpayment under this Agreement and seeking to cancel this Agreement or a Service Order unless payment is rendered by Customer, as provided hereunder.

- (36) Password: The term "Password" shall mean that certain password and user name assigned to Users for accessing the Third Party Software according to the Policy Statement and CareAccess guidelines and practices.
- (37) Policy Statement: The term "Policy Statement" shall mean those certain written statements of policies, terms of use and legal notices concerning access to the Third Party Software as may be adopted by CareAccess and as modified by CareAccess from time to time.
- (38) Receiving Party: The term "Receiving Party" shall mean a party to this Agreement who receives Confidential Information from the other party to this Agreement.
- (39) Registered User Fee: The term "Registered User Fee" shall mean the fees for maintaining User registration information on the CareAccess System as set forth in the Fee Schedule.
- (40) Registration Company: The term "Registration Company" shall mean an entity that administers the registration and maintenance of Domain Names, including (without limitations) Network Solutions, Inc.
- (41) Restatements: The term "Restatements" shall mean Section 757 of the Restatement of Torts, Section 39 of the Restatement (Third) of Unfair Competition, 18 U.S.C. §1839 and Section 1 of the Uniform Trade Secrets Act.
- (42) Scoping Document: The term "Scoping Document" shall mean a document specifying and describing desirable functional and technical specifications for the Third Party Software.
- (43) Services: The term "Services" shall mean the Third Party Vendor Services, the Consulting Services, and the Promotion Services (as applicable).
- (44) AACTS: The term "AACTS" shall mean that certain third party software published by MMTG as listed in Exhibit A and incorporated herein by this reference.
- (45) Technology: The term "Technology" shall mean (i) evaluation, technical, scientific, engineering, marketing, catalog, financial and business reports, plans, studies, diagrams, or flow charts; (ii) all forms and types of scientific, technical, economic, or engineering information; and (iii) information, data, ideas, works of authorship, computer software, source code, object code, executable code, software libraries, documentation, databases, database designs, data dictionaries, data models, fields, records, scripts, texts, list server email logs, interface designs, protocols, screen displays, Web Sites, web pages, Links, Coding, Documentation, patterns, compilations, formulas, methodologies, techniques, processes, procedures, adaptations, derivative works, computers, machines, articles of manufacture, improvements, hardware, peripherals, components and networks, whether tangible or intangible, and whether stored, compiled, or memorialized (without limitation) physically, electronically, graphically, photographically, or in writing.
- (46) Term: The term "Term" shall mean a period of time starting on the Effective Date and continuing until this Agreement is terminated or canceled as provided hereunder.
- (47) Tools: The term "Tools" shall mean third party Technology incorporated in whole or in part into the Third Party software.
- (48) Upgrade Services: The term "Upgrade Services" those certain services provided to Customer for adding information to the Third Party software, or modifying the Third Party software to improve the features, performance or functionality of the Third Party software.
- (49) Users: The term "Users" shall mean Customer, individuals or entities accessing the Third Party software to the terms and conditions of this Agreement.

ARTICLE II: SCOPE OF SERVICES

Section 2.01 – CareAccess Services: CareAccess shall implement the Third Party Software pursuant to Article III of this Agreement. CareAccess shall provide Services to Customer pursuant to Article III of this Agreement. CareAccess shall provide telephone support for portal access as identified in Exhibit E.

Section 2.02 – Scope: The scope of this Agreement shall include the Third Party software Schedule, the terms of which are incorporated herein and made a part hereof. In the event of any conflict between the terms of this Agreement and the terms of any Third Party software Schedule, the terms of this Agreement shall govern.

Section 2.03 – Entire Agreement: The Third Party software Schedule, together with any schedules, appendices, and other attachment thereto or other agreements (including this Agreement) which are specifically incorporated therein as part of the Third Party software Schedule, shall constitute the entire agreement between Customer and CareAccess with respect to the matters, referred to therein and shall supersede all proposals, oral and written, and all other communications between the parties in relation to the subject matter of such Third Party software Schedule, listed in Exhibit A, which have not otherwise been incorporated in writing as a part of such Third Party software Schedule.

Section 2.04 – Personnel: The personnel assigned to perform Services shall be determined by Third Party Vendor and CareAccess. Customer hereby acknowledges and agrees that CareAccess may engage independent contractors to perform the Services on behalf of CareAccess.

Section 2.05 – Access: Customer hereby authorizes CareAccess to access Customer's portal software data for purpose of performing this Agreement. Customer shall allow one CareAccess administration profile to exist on Customer database for the purpose of technical support. Such access shall be subject to the confidentiality provisions hereunder and independent contractors shall sign confidentiality agreements.

Section 2.06 – Customer Cooperation: Customer hereby acknowledges that successful performance by CareAccess of the Services shall require Customer to cooperate with CareAccess in good faith and to provide information as may be requested by CareAccess from time to time. Customer hereby agrees to provide such good faith cooperation and information.

Section 2.07 – Schedule: The Services shall be offered Monday through Friday, from 8:00 am to 5:00 pm (PST), (excluding holidays).

Section 2.08 – Facilities: The Services shall be performed at the facilities of SBC Communications, located in Irvine, California, unless otherwise reasonably required.

ARTICLE III: SOFTWARE SERVICES

Section 3.01 - Backup and Usage Information: CareAccess shall backup the Third Party software using commercially reasonable backup procedures. CareAccess shall manage the recordation of monthly reports detailing:

- (i) All information reflecting access and usage of the Third Party software including, but not limited to, audited and unaudited visits; and
- (ii) All available information about users of the Third Party software shall maintain strict confidentiality and adhere to all privacy and data protection laws applicable to the gathering, processing, storing and transmitting of such information.

Section 3.02 – Security Certificate: CareAccess Services will include issuance to Customer of a Secure Sockets Layer (SSL) certificate or other equivalent security certificate to enable secure and encrypted communications between Users and the Third Party software. Customer hereby acknowledges that all such security certificates are

provided by third party certificate authorities. CareAccess shall not be responsible for any errors or omissions of third parties in connection with security certificates.

Section 3.03 – Passwords: Customer hereby acknowledges and agrees that access to certain areas of Third Party software (as determined by CareAccess) shall be subject to use of a Password mutually agreeable to Customer and CareAccess. Customer acknowledges that CareAccess shall not provide full or administrative access to the Third Party software or the hosting equipment. Access to the Third Party software shall be determined in the exclusive discretion of CareAccess. Modification of Customer Password shall be subject to approval of CareAccess. In the event Customer is enabled to issue passwords to Users ("User Passwords") for accessing the Third Party software, CareAccess shall have the right to access such User Passwords and Customer shall cooperate with CareAccess in providing information to in connection with such User Passwords for purposes of operating and maintaining the Third Party software. CareAccess shall maintain all password information in strict confidence. Customer hereby accepts responsibility for, and shall be liable for, all access to the Third Party software in connection with User and Customer Passwords. Customer shall be responsible for the confidentiality of the Customer Password. Customer shall be responsible for maintenance of User Passwords.

Section 3.04 – Access: Customer hereby acknowledges and agrees that access to the Third Party Software may be affected by local market telecommunication network activity, capacity and compatibility with third party communication equipment, Internet access software and browser. CareAccess hereby disclaims and Customer hereby waives any and all CareAccess responsibility for any Defect or service interruption in connection with local market telecommunication network activity, capacity and compatibility with third party communication equipment, Internet access software and browsers.

Section 3.05 – Exclusivity: Customer hereby acknowledges and agrees that CareAccess shall be the exclusive provider of VPP access, hosting, for the Third Party Software. The Third Party Software shall be accessed exclusively by CareAccess for purposes of performing this Agreement. In no event shall Customer use third parties or permit third parties to access the Third Party Software for purposes of performing any services concerning the Third Party Software including (without limitation) third party Internet service providers, web designers, solution providers, or third-party advertising management services in connection with the Third Party Software vendors.

Section 3.06 - Contact Person: CareAccess and Customer shall each designate a principal contact person who shall act as a liaison between CareAccess and Customer and who shall have sufficient authority to grant or communicate the granting of all necessary approvals.

Section 3.07 - Current Technology: CareAccess represents and warrants that during the Term of this Agreement, and any renewals thereof, CareAccess shall continually use and integrate the most current and up to date technology utilized by other users of the same version of the Third Party Software into the Third Party Software.

ARTICLE IV: INTELLECTUAL PROPERTY

Section 4.01 – CareAccess Technology: Title to CareAccess Technology (excluding the Tools), including all ownership rights to patents, copyrights, trademarks and trade secrets in connection therewith shall be the exclusive property of CareAccess. Customer hereby acknowledges that the CareAccess Technology shall not be deemed "works made for hire" under the U.S. Copyright Act [17 U.S.C. § 101 et seq.]. Customer hereby assigns, transfers and conveys any and all rights, title and interests; Customer may have or accrue in connection with development or use of the CareAccess Technology, including (without limitation) any and all ownership rights to patents, trademarks, copyrights and trade secrets in connection therewith.

Section 4.02 – Customer Materials: Title to Customer Materials, data, including all ownership rights to patents, copyrights, trademarks and trade secrets in connection therewith shall be the exclusive property of Customer, and as such may only be accessible by customer or CareAccess, as outlined in Section 2.05.

Section 4.03 - Content License: All Content (except the User and Customer Password) uploaded, posted or submitted by User on the Third Party Software shall be deemed confidential. CareAccess will not use, reproduce, create derivative works, display, perform, release, distribute, sell, and disclose such Content, in whole or in part, in any manner and for any purpose, and will not allow Third Party Vendors to do so.

Section 4.04 – Authorization: Customer hereby represents and warrants that Customer has obtained all necessary authorizations, permissions or licenses from the State or local government to distribute and provide the Customer Data to CareAccess. Customer hereby represents and warrants that Customer has the authority to grant the license granted by Customer to CareAccess under this Agreement. Customer hereby represents and warrants that use, reproduction, display and performance of Customer data by CareAccess shall not infringe upon or violate any patent, copyright, trade secrets or trademark rights of any third party or violate any laws, including (without limitation) the United States export laws (Export Administration Act, 15 CFR 730-774) and import laws.

Section 4.05 – Confidentiality: The Receiving Party shall not disclose Confidential Information except to Authorized Persons. The Receiving Party shall hold Confidential Information in confidence and shall not duplicate, use or disclose Confidential Information except as permitted under this Agreement. Receiving Party shall require Authorized Persons who receive Confidential Information from Receiving Party to hold and maintain such Confidential Information in confidence and not use or reproduce such Confidential Information except as permitted under this Agreement. The CareAccess Technology (excluding the Tools and CareAccess Technology authorized by CareAccess for access through the Internet without a Password) shall be deemed Confidential Information of CareAccess. This Section 4.05 shall survive termination and cancellation of this Agreement.

Section 4.06 – Unauthorized Use: Customer shall not (directly or indirectly) copy or download the Third Party Software, or CareAccess Web Site without the prior written consent of CareAccess. Customer shall not modify, reverse engineer, reproduce, display, perform or distribute, establish a Link to, associate (directly or indirectly) itself with, or cause confusing, including (without limitation) by framing, metatags or similar means, the Third Party Software, or CareAccess Web Site and shall not allow the Third Party Software to be reverse engineered.

Section 4.07 - Unauthorized Access: Customer shall prevent any individual to access the Third Party Software except for individuals and employees of Users authorized listed in Exhibit C, to access the Third Party Software for the exclusive purpose of accessing the areas of the Third Party Software solely for purposes of viewing, browsing, retrieving, uploading and posting information on the Third Party Software according to the Documentation during the Term using a Password (as may be required) subject to the terms and conditions of this Agreement.

Section 4.08 – Non-compete: Customer hereby acknowledges and agrees that Customer will receive Confidential Information and trade secrets during the Term. Customer acknowledges that CareAccess has a legitimate business interest in placing reasonable limits on the use of such information. Accordingly, during the Term and for a two-year period following the Term, Customer shall not:

- (i) use the CareAccess Technology (directly or indirectly) to develop, promote, advertise, market, or provide any Web Site similar to or competitive with the Third Party Vendors.

Section 4.09 -- No Contest: Customer shall not contest or aid in contesting the ownership or validity of the copyrights, trademarks, service marks and trade secrets (as applicable) of CareAccess in connection with the Third Party Software.

Section 4.10 -- Trademarks: CareAccess shall retain all rights, title, and ownership interests in trademarks, trade names, service marks and trade dress of CareAccess and goodwill associated therewith. Customer acknowledges that, excepting the trademarks of CareAccess all other product, service and company names mentioned in the Third Party Software may be trademarks of their respective owners.

ARTICLE V: PAYMENTS

Section 5.01 – Subscription: Customer hereby acknowledges and agrees to access of the selected Third Party Software as set forth in Exhibit A.

Section 5.02 – Subscription Fee: Customer shall pay a fee for portal access as set forth in Exhibit B, “ Fee Schedule”. Users shall not be enabled (excluding Customer) until Customer pays CareAccess the Subscription Fee. Customer shall pay CareAccess the Subscription Fee as follows

- (i) \$35 per month, per named user, as provided by customer for portal access.

Section 5.03 – Auditing: CareAccess shall have the right at a time and place reasonably acceptable to Customer and CareAccess but in no event more than once per year, to audit the Third Party Software, Customer, records, data and correspondence and any other information as reasonably necessary, related to the Third Party Software for purposes of validating the accuracy of fees due CareAccess under this Agreement. The audit shall be conducted at Care Access's sole cost and expense.

Section 5.04 – Expenses: Customer shall pay all reasonable direct costs, including (without limitation) postage, shipping, telephone, communications, fees charged by third parties, insurance, travel, per diem, material and reproduction costs incurred by Third Party Software Vendors in performing Services at rates and in amounts approved by Customer before such costs are incurred.

Section 5.05 – Invoice: Customer shall pay any invoices by CareAccess for fees and expenses in connection with the Services. Customer shall pay any such invoice in full on the due date thereof or within thirty (30) days of receiving such invoice (whichever is earlier).

ARTICLE VI: TERMINATION

Section 6.01 – Term of Agreement: This agreement shall commence on date of signing and extend through June 30, 2013. Following the initial term, this agreement may be annually renewed for a total of two additional years.

Section 6.01 – Termination Limits: This Agreement shall only be terminated or canceled as provided under this Article VI.

Section 6.02 – Termination Without Cause: Either party may terminate this Agreement for convenience by providing ninety days advance written notice of termination to the other party.

Section 6.03 – Cancellation With Cure: If a party violates its obligations under this Agreement or a Service, the other party may cancel the Agreement or such Service because of breach by sending written notice of cancellation to the other party describing the noncompliance to the non-complying party. Upon receiving such cancellation notice, the non-complying party shall have thirty days from the date of such notice to cure any such noncompliance. If such noncompliance is not cured within the required thirty-day period, the party providing cancellation notice shall have the right to cancel this Agreement or the Service Order as of the thirty-first day after the date of such cancellation notice as specified in such cancellation notice.

Section 6.04 – Nonpayment: Notwithstanding Section 6.03, Customer failure to pay an invoice when due shall be sufficient cause for cancellation of this Agreement and any Service by CareAccess as provided hereunder. CareAccess shall exercise such right of cancellation by submitting Nonpayment Notice to Customer. Upon receipt of Nonpayment Notice, Customer shall have ten days to cure the nonpayment. If Customer fails to cure the nonpayment within the required ten-day period, CareAccess shall have the right to cancel the Agreement and any and all Service as of the eleventh day after the date of the Nonpayment Notice.

Section 6.05 – Effect of Termination: Termination or cancellation of this Agreement shall terminate or cancel (as the case may be) this Agreement and each Service Order. Termination or cancellation of a Service shall terminate or cancel (as the case may be) such Service only.

Section 6.06 – Access: Upon termination or cancellation of this Agreement by CareAccess Users shall immediately cease and desist any and all access to and attempt to access the Third Party Software. All Customer material (data) will be purged from CareAccess servers.

ARTICLE VII: WARRANTY

Section 7.01 – Services Warranty: The Services to be provided by CareAccess under this Agreement shall be performed using reasonable commercial efforts, shall conform to the standards generally observed in the industry for similar services and shall be subject to Sections 7.02, 7.03, 7.04, 7.05, 7.06 and 7.07.

Section 7.02 – Third Party Software Warranty: Subject to the terms and conditions of this Agreement, CareAccess represents and warrants that (i) the Third Party Software will appear and operate in substantial conformance with best industry standards, and the Third Party Software guidelines set forth herein; (ii) the Third Party Software will be accessible by users of the Internet twenty-four (24) hours per day, seven (7) days per week except for scheduled maintenance and up to a maximum of 2 hours per year of unscheduled unavailability which is not caused by Customer technology, information or equipment; (iii) CareAccess has full authority to enter into this Agreement; (iv) CareAccess is the owner of or otherwise has the right to use and distribute the CareAccess Technology and any other materials or methodologies used in connection with providing the Third Party Software and Services hereunder.

Section 7.03 – Performance Warranties: Subject to the terms and conditions of this Agreement, CareAccess represents and warrants the following:

- (i) Except as otherwise agreed in writing by the parties, the Third Party Software shall be accessible to Internet Users twenty four (24) hours per day, seven (7) days per week, with the exception of scheduled maintenance periods, which shall last no longer than 2 hours per day and which shall take place each evening between the hours of 1 a.m. and 3 a.m., Pacific Standard Time, and a maximum of 2 hours of unscheduled unavailability per year which is not caused by technology, information or equipment provided by Customer.
- (ii) If the server becomes unavailable to Users, other than for scheduled maintenance, CareAccess shall have qualified personnel respond in the form of a service call in person to the server location within 1 hour of notification of such unavailability and shall, to the extent reasonably practical, remedy such unavailability at such time.
- (iii) CareAccess to meet the service levels set forth in the Service Level Agreement (“SLA”) in Exhibit D. CareAccess agrees that in the event of failure to adhere to the Service Levels set forth therein, Customer shall be entitled to receive, upon Customer’s request in accordance with this Agreement, a Service Credit to Customer’s account as described below. The Service Level Agreement shall not apply to performance issues (i) caused by factors outside of CareAccess’s reasonable control; (ii) that resulted from any actions or in actions of Customer or any third parties that are not under the sole control of CareAccess; or (iii) that resulted from Customer’s equipment and/or third party equipment (not within the sole control of CareAccess).
- (iv) CareAccess agrees to monitor detailed predictive reports daily, weekly and monthly through infrastructure web portal. CareAccess through its third party provider (SBC) warrants 99.99% platform availability.
- (v) CareAccess will provide a copy of customer data upon request, and scheduled event, either through electronic format (FTP) or hard media.

Customer hereby accepts and adopts all third party license terms and conditions and assumes all of the rights and obligations of such licenses, including any and all warranties and limitations contained therein.

Section 7.04 – Express Warranties: Except for the CareAccess service warranty in Section 7.01, the Third Party Software warranty in Section 7.02, and the performance warranties in Section 7.03, Customer hereby acknowledges and agrees that CareAccess (including officers, directors, agents, and Associates of CareAccess has not made or granted any express warranties concerning the Services, the Third Party Software, or any products and services offered through the Third Party Software.

SECTION 7.05 – DISCLAIMER: THE WARRANTIES SET FORTH IN SECTIONS 7.01, 7.02 AND 7.03 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED

WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CAREACCESS (INCLUDING OFFICERS, DIRECTORS, AGENTS AND ASSOCIATES OF CAREACCESS) HEREBY DISCLAIMS AND USERS HEREBY WAIVE ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, EXCEPT AS SET FORTH HEREIN TO THE CONTRARY, CAREACCESS DOES NOT WARRANT AND USERS HEREBY WAIVE ANY WARRANTY THAT USE OF OR ACCESS TO THE THIRD PARTY SOFTWARE BY USERS WILL BE UNINTERRUPTED OR ERROR FREE. EXCEPT AS SET FORTH HEREIN TO THE CONTRARY, CAREACCESS DOES NOT MAKE ANY WARRANTY AND USERS HEREBY WAIVE ANY AND ALL WARRANTIES AS TO THE RESULTS OBTAINED FROM USE OF THE THIRD PARTY SOFTWARE OR AS TO THE ACCURACY, COMPLETENESS, TIMELINESS OR RELIABILITY OF THE THIRD PARTY SOFTWARE. USERS HEREBY ACKNOWLEDGE AND AGREE THAT USE OF THE INTERNET AND THIRD PARTY SOFTWARE SHALL BE AT THE SOLE AND EXCLUSIVE RISK OF USERS AND SUBJECT TO THE RESTRICTIONS, TERMS AND CONDITIONS, RULES, REGULATIONS, POLICIES, APPLICABLE LAWS AND CODES OF CONDUCT GOVENING THE INTERNET, THE THIRD PARTY SOFTWARE OR OTHERWISE APPLICABLE.

Section 7.06 – Limitation of Damages: CareAccess shall not be liable for any loss, consequential, exemplary, incidental or punitive damages in connection with or relating to (i) this Agreement, the Services and use, performance and operation of the Third Party Software, (ii) use, performance or operations of the Internet or use of the Internet by Users; (iii) loss of data; and (iv) Content, products and services offered through the Third Party Software) regardless of the form of action, whether in contract or in tort, including negligence, regardless of whether CareAccess has been advised of the possibility of such damages in advance or whether such damages are reasonably foreseeable.

Section 7.07 – Remedies: The sole remedy of Users for any reason and for any cause of action whatsoever in connection with or relating to this Agreement and the Third Party Software regardless of the form of action, whether in contract or in tort, including negligence, shall be modification of the Third Party Software and CareAccess 's policies and practices, as determined by CareAccess.

Section 7.08 – Integrity: Customer hereby represents and warrants that Customer Materials and any and all media provided to CareAccess by Customer shall not contain any material defects, authorization code routines, viruses, disabling routines or Technology or defect causing failures in the Third Party Software.

Section 7.09 – Infringement: Customer shall release, defend, indemnify and hold harmless CareAccess (including officers, directors, agents and Associates of CareAccess) from and against any and all claims, damages, liability, expenses, fees, costs and attorney and paralegal fees arising in connection with or relating to any third party claims of infringement or violation of any ownership rights to patents, copyrights, trademarks or trade secrets in connection with any use of Customer Materials by CareAccess. Customer shall defend and settle at its sole expense all suits or proceeding arising in connection with any such third party claim. Customer shall not enter into any agreement, which impairs the right of CareAccess to use Customer Materials and Links in accordance with this Agreement. In all events, CareAccess shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing. If use of Customer Materials or Links is disrupted as a result of a third party claim, CareAccess shall have the right to remove Customer Materials or Links as provided under Section 7.08. The foregoing remedy shall be non-exclusive and in addition to any other legal or equitable remedies CareAccess may have or accrue.

Section 7.10 – Indemnification: Customer shall defend, indemnify and hold harmless CareAccess and its officers, directors, employees and agents, from and against any and all losses, costs, claims, suits, obligations, demands, damages, liabilities, expenses and reasonable attorney and paralegal fees on account thereof resulting from or relating to (i) modification of the Third Party Software; (ii) injuries, including death to persons or damage to property, theft, emotional distress, which arise out of or result from the acts (or failure to act) of Users using the Software and any breach by Users of the obligations of Users, including (iii) the fault or negligence of Customer including Customer intentional wrongful acts.

Section 7.11 – Customer Indemnification: CareAccess warrants that it has the right to convey the licenses set forth in this Agreement and that Customer's use of the Software in accordance with the terms of this Agreement shall not infringe any third-party rights in patent, copyright or trade secret in the United States. Provided that Customer is not in default under this Agreement, and gives CareAccess prompt written notice of any such claim or action, CareAccess, agrees to answer and defend, or settle, at its option and sole expense, indemnify and hold harmless

(including reasonable expenses, costs and attorneys' fees) Customer, from any action at law or in equity arising from a claim that use of the Software during the term of this Agreement infringes any United States patent or copyright. CareAccess may, at its option, promptly upon notice of such an infringement claim, (1) modify the CareAccess Technology to avoid the infringement without substantially eliminating the functional and performance capabilities of the CareAccess Technology; (2) obtain a license for use of the CareAccess Technology from the third party claiming infringement for use of the CareAccess Technology; or (3) return to Customer the total license fees paid by Customer hereunder:

- (1) Modification: Modify the CareAccess Technology to avoid the infringement without substantially eliminating the functional and performance capabilities of the CareAccess Technology;

Obtain License: Obtain a license for use of the CareAccess Technology from the third party claiming infringement for use of the CareAccess Technology.

The foregoing remedy does not apply and CareAccess shall have no obligation in connection with or relating to any third party infringement claim resulting from (i) User's modification of the Third Party Software, (ii) User's failure to use the Third Party Software substantially in accordance with the Documentation in effect; (iii) User's failure to use the most current release or version of the Third Party Software; (iv) Users combination, interface, operation or use of the Third Party Software with the Content or third party Technology (excluding the Tools). The remedies set forth herein shall be the sole and exclusive remedies of Customer under this Agreement for any and all claims of indemnification relating to infringement.

Section 7.12 – Force Majeure: CareAccess shall not be liable for any failure to perform its obligations under this Agreement or any failure of the Third Party Software because of circumstances beyond the control of CareAccess which such circumstances shall include (without limitation) natural disaster, terrorism, riot, sabotage, labor disputes, war, any acts or omissions of any government or governmental authority, declarations of governments, laws, court orders, transportation delays, power failure, computer failure, failure of Customer computer system, CareAccess System reasonable downtime for routine maintenance, network problems, telecommunications failure, failure of Users to cooperate with the reasonable requests of CareAccess misuse of the Third Party Software by Users or a third party and User's breach of their obligations.

Section 7.13 – Compliance: Customer shall be solely responsible for (i) the truthfulness, accuracy, integrity, and lawfulness of Customer Materials; (ii) fulfillment of all orders placed by Users through the Third Party Software, (iii); (iv) the products and services made available to Users; and (v) compliance with applicable laws and regulations with respect to Customer's products and services.

Section 7.14 -- Laws: Customer represents and warrants that the products and services offered through the Third Party Software shall be lawful. Customer represents and warrants that the Third Party Software shall not be used (directly or indirectly) to conduct or solicit the performance of any business or activity which is tortious, prohibited by law or violates the Policy Statement, any restrictions, terms and conditions, rules, regulations, policies or laws of any state or federal governmental body or agency, and codes of conduct. Customer shall require Users to comply with the Policy Statement, any restrictions, terms and conditions, rules, regulations, policies, laws and codes of conduct.

Section 7.15 – Continuation: Excepting Sections 7.01, 7.02 and 7.03, the terms and provisions of this Article VII shall survive termination and cancellation of this Agreement.

Section 7.16 – Service Credit: shall mean an amount equal to the pro-rata recurring charges for one monthly billing statement for Services for one (1) day of Service. In the event Customer experiences Downtime, as defined in the SLA, Customer shall be eligible to receive from CareAccess a Service Credit for each Downtime period with a maximum aggregate Service Credit of one-month's billing charges for all Downtime for incidents occurring during such month.

- (i) Time related to Service Credit requests (including Downtime) will be measured from the issuance of a trouble ticket to trouble resolution. Trouble tickets will be issued upon Customer's call to CareAccess to report Downtime.

Customer Must Request Service Credit. In order to receive any of the Service Credits described in this Section, Customer must notify CareAccess within five (5) days from the time Customer becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Customer's right to receive a Service Credit.

ARTICLE VIII: MISCELLANEOUS

Section 8.01 – Notice: Notices shall be in writing and shall be deemed delivered when delivered by Certified or Registered Mail – Return Receipt Requested – or by hand to the address set forth below for CareAccess and to the address set forth on the signature page of this Agreement for Customer. Notices shall be deemed given on the date of receipt - as evidenced in the case of Certified or Registered Mail by Return Receipt.

CareAccess Incorporated:

CareAccess Inc.
2115 The Alameda
San Jose, California 95126

Customer:

DPSS Contracts Administration Unit
PO Box 7789
Riverside, CA92513

Section 8.02 – Assignments: All assignments of rights under this Agreement by Customer without the prior written consent of CareAccess shall be void.

Section 8.03 – Entire Agreement: This Agreement contains the entire understanding of the parties and supersedes previous verbal and written agreements between the parties concerning the subject matter of this Agreement.

Section 8.04 – Equitable Remedies: The parties hereby acknowledge that damages at law may be an inadequate remedy. Therefore, each party shall have the right of specific performance, injunction or other equitable remedy in the event of a breach of this Agreement by the other party.

Section 8.05 – Amendment and Modifications: Alterations, modifications or amendments of provisions of this Agreement shall not be binding unless such alterations, modifications or amendments are in writing and signed by authorized representatives of CareAccess and Customer.

Section 8.06 – Severability: If a provision of this Agreement or a portion thereof is rendered invalid, void, unlawful, or unenforceable, the remaining provisions or portions thereof shall remain in full force and effect.

Section 8.07 – Captions: The headings and captions of this Agreement are inserted for convenience of reference and do not define, limit or describe the scope or intent of this Agreement or any particular section, paragraph, or provision.

Section 8.08 – Counterparts: This Agreement may be executed in multiple counterparts, each of which shall be an original, but which together shall constitute one and the same instrument.

Section 8.09 – Governing Law: This Agreement shall be governed by the laws of the State of California without regard to any rules of conflict or choice of laws which require the application of laws of another jurisdiction.

Section 8.10 – Pronouns/Gender: Pronouns and nouns shall refer to the masculine, feminine, neuter, singular or plural, as the context shall require.

Section 8.11 – Waiver: Waiver of breach of this Agreement shall not constitute waiver of another breach. Failing to enforce a provision of this Agreement shall not constitute a waiver or create an estoppel from enforcing such provision. Any waiver of a provision of this Agreement shall not be binding unless such waiver is in writing and signed by the party waiving such provision.

Section 8.12 – Relationship of the Parties: Nothing herein shall be construed as creating a partnership relationship, employment relationship, or agency relationship between the parties, or as authorizing either party to act as agent for the other. Each party maintains its separate identity.

Section 8.13 – Assurances: Each party hereby represents and warrants that all representations, warranties, recitals, statements and information provided to each other under this Agreement are true, correct and accurate to the best of their knowledge.

Section 8.14 – Litigation Expense: In the event of litigation or arbitration arising out of this Agreement, each party shall pay its own costs and expenses of litigation or arbitration.

IN WITNESS WHEREOF, this Agreement has been entered into as of the Effective Date.

CareAccess

CareAccess

By: Manuel Altamirano

Name:

Manuel Altamirano

Title: Chief Operating Officer

Date:

3/21/2012

Address: 2115 The Alameda
San Jose, California 95126

CUSTOMER:

Riverside County

By: _____

Print Name:

Title

Date: _____

Address: 2980 Washington Street
Riverside, CA 92504

FORM APPROVED COUNTY COUNSEL

BY: *Elena M. Boeva* 6-5-12
ELENA M. BOEVA DATE

EXHIBIT A to the
APPLICATION SERVICE PROVIDER AGREEMENT

Third Party Software SCHEDULE

This Exhibit A is executed and delivered pursuant to that certain Third Party Software Agreement between CareAccess ("CareAccess") and Customer, which is incorporated herein by this reference.

- (1) Third Party Software Services: The term "Third Party Software Services" could include the following Vendors and services *selected and initialed* by Customer:

	<i>Vendor</i>	<i>Description</i>
	CareAccess	Portal
	MMTG	AACTS

CareAccess:

CareAccess

By: 

Print Name: Manuel Altamirano

Title: Chief Operating Officer

Date: 3/21/2012

CUSTOMER:

Riverside County

By: _____

Print Name:

Title:

Date: _____

FORM APPROVED COUNTY COUNSEL

BY: Elena M. Soeva 6-5-12
ELENA M. SOEVA DATE

EXHIBIT B to the
FEE SCHEDULE

CAREACCESS FEE SCHEDULE

CareAccess Portal	<i>Amount</i>
Registered User Fee	\$35 per person x 109 users x 3 months = \$11,445.00
Registered User Fee	\$35 per person x 109 users x 9 months = \$34,335.00
Total	Not to exceed \$45,780.00

EXHIBIT C to the
APPLICATION SERVICE PROVIDER AGREEMENT

NAMED END USERS

Authorized End User

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

Customer Site	End User	Address	Telephone/Email	
		Addr: City, State, Zip	Tel: Email	

EXHIBIT D to the
APPLICATION SERVICE PROVIDER AGREEMENT

CareAccess Service Level Agreement

The Managed Hosting Solution for CareAccess is provided by SBC. This agreement renews in year 2008. SBC provides a vault-like facility with abundant reliable bandwidth provided through a Cisco powered network and always-on power where CareAccess will house their mission-critical servers and databases. The Data Centers are staffed 24 X 7 X 365 by highly trained and certified engineers that monitor all security, network, and power systems to ensure maximum uptime. Customers get a solution that is optimized for their business needs. This document provides information regarding the Data Centers comprehensive service level commitments.

Definitions

For purposes of this Agreement, the following definitions shall apply:

- (i) "Ambient Room Temperature" shall mean the temperature as measured by ambient room probes mounted on the columns and walls of the IDC.
- (ii) "Core Network" – shall mean the network from port at the Data Centers serving switch to outbound port on the MegaPOP border router. The SLA will cover all links in between. In a private port scenario, core network is defined as server A's port on serving switch through the IDC network to Server B's port on serving switch. Redundant ports will have diverse paths and terminate on separate switches.
- (iii) "Customer Site Environment" – shall mean the platform from which Customer operates its applications within the Internet Data Center.
- (iv) "Downtime"-- shall mean failure to meet the standards set forth below with respect to latency, packet loss, core network, and power availability. Downtime shall not include any packet loss, power unavailability or network unavailability during SBC's scheduled maintenance of the Internet Data Centers, network and Service(s), as described herein, or due to Force Majeure.
- (v) "End to End" shall mean from Customers' ports on serving switch to outbound ports on MegaPOP border routers.
- (vi) "Latency" shall mean transmission time between the Customer's port on serving switch to outbound port on the MegaPOP border router and back.
- (vii) "Packet Loss" shall mean a single packet of data that does not reach the router at the POP(s) designated by SBC from the IDC, but shall not include intentionally dropped packets due to Customer's sending data faster than the Internet bandwidth that it has purchased.
- (viii) "Power Availability" shall mean Electrical Power to outbound port on Customer serving Power Distribution Unit.
- (ix) "Uptime" – sync port process access.

Service Levels

Dedicated Hosting:

- ❑ *Availability* – Customer’s Site Environment will be available 99.9% (excluding exceptions).
- ❑ *Response Time* – Data Center will respond to any service impacting issue within **15** minutes.
- ❑ *Network Availability* – Core Network will be at **100%** availability.
- ❑ *Power Availability* – Power at the Data Center will be at **100%** availability.
- ❑ *HVAC Availability* - Ambient Room Temperature will not exceed 75 Degrees F in the server area. Relative humidity in the IDC will not exceed 55% in the server area.
- ❑ *Latency* - Average latency will not exceed 30 milliseconds roundtrip from end to end in any given 30-day period.

CareAccess is responsible for all content and applications that reside on the server. Downtime caused by content, applications or CareAccess are not expressly covered.

Exceptions

Although scheduled maintenance is not expected to impact the network, power or other service levels, the Service Level Agreement is not effective as to those periods, in conditions of Force Majeure, or for CareAccess enabled faults. CareAccess is responsible for all content and applications that reside on the server, therefore, any downtime or failure to meet an SLA that is directly or indirectly caused by content, applications, or CareAccess actions or inaction will not be covered by these SLAs.

Core Failure

Within 15 minutes of core IDC component failure, CareAccess will be notified via bulk email or public web site regarding any potential downtime. Core component failure is defined as a failure of any component of the IDC that has the potential of effecting more than one customer.

Individual Customer Failure

Any individual Customer failure will be notified via fax, pager, email, or phone within fifteen minutes of failure. Individual customer failure is defined as a failure of any component of the IDC that will only affect an individual Customer (cabling, port, etc). This will include any failure resulting in inability of IDC operations to “test” customer server via a ping watch (including reasons outside of IDC control, i.e. Customer server failure, etc.).

HIPPA Compliance

Q Continuum software responds to the technical safeguards required by HIPAA. These safeguards employ procedures for access control, integrity, and person authentication.

Access Control

CareAccess is in control of the time out on sessions in the portal, and the Q Continuum application. We maintain this for HIPAA integrity under access control. The access control standard has four implementation specifications- one of which is Access Control.

Automatic logoffs are “addressable” as far as HIPAA is concerned which indicates that equivalent measures that achieve inactivity lockout are permissible. CareAccess has determined that two measures of access control are required. One for the portal entry – which has a timeout limit of five minutes, and one for application access control (Q Continuum) – which has a timeout limit of ten minutes.

Integrity

The Managed Hosting Solution provides a vault-like facility with abundant reliable bandwidth provided through a Cisco powered network and always-on power where CareAccess will house their mission-critical servers and databases. The Data Centers are staffed 24 X 7 X 365 by highly trained and certified engineers that monitor all security, network, and power systems to ensure maximum uptime.

Person Authentication

CareAccess provides the framework for security standards. The administrative, physical, and technical safeguards that we implement as a covered entity are reasonable and appropriate to accomplish the needs of the privacy standards.

EXHIBIT E to the
APPLICATION SERVICE PROVIDER AGREEMENT

Product Support and Support Fees

Support:

Telephone Support

CareAccess shall make available reasonable telephone support to Licensee's personnel to assist them in utilizing the third party Software during the hours of 8:00 a.m. to 5:00 p.m. USA Pacific Time on weekdays (exclusive of holidays),

Development Support:

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

Support Fees:

Support Fees

Portal Fees includes Support Fees. Support Fee is defined as telephone support, and software updates. Portal Fee rate is \$35.00 per month, per Licensed End User.

Development Support Fees

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

ASP Program Services:

Application Service Provider Services will be provided through CareAccess.

Support Fees provided above are subject to change by advance written notice of 90 days prior to any such change.

EXHIBIT F

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Agreement is made effective _____ by and between Riverside County, hereinafter referred to as "Covered Entity", and CareAccess, Silicon Valley, Inc., hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"); and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a "business associate" of Covered Entity as defined in the HIPAA Privacy Rule (the agreement evidencing such arrangement is entitled Agreement for CareAccess VPP Access for MSSP Software and is hereby referred to as the "Arrangement Agreement"); and

WHEREAS, Business Associate may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement;

THEREFORE, in consideration of the Parties' continuing obligations under the Arrangement Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Privacy Rule and to protect the interests of both Parties.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Agreement shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

II. CONFIDENTIALITY REQUIREMENTS

- (a) Business Associate agrees:
 - (i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Arrangement Agreement (if consistent with this Agreement and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by Covered Entity;
 - (ii) at termination of this Agreement, the Arrangement Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and
 - (iii) to ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from or created by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information. In addition, Business Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement.
- (b) Notwithstanding the prohibitions set forth in this Agreement, Business Associate may use and disclose Protected Health Information as follows:
 - (i) if necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:
 - (A) the disclosure is required by law; or
 - (B) Business Associate 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 purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;
 - (ii) for data aggregation services, if to be provided by Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Agreement, data aggregation services means the combining of Protected Health Information by Business Associate with the protected health information received by Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.
- (c) Business Associate will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement. The Secretary of Health and Human Services shall have the right to audit Business Associate's records and practices related to use and disclosure of Protected Health Information to ensure Covered Entity's compliance with the terms of the HIPAA Privacy Rule. Business Associate shall report to Covered Entity any use or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement of which it becomes aware. In addition, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is

known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

III. AVAILABILITY OF PHI

Business Associate agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. Business Associate agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, Business Associate agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

IV. TERMINATION

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Arrangement Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, Covered Entity gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement and the Arrangement Agreement immediately.

V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Privacy Rule, the parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Arrangement Agreement and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of California. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

The parties agree that, in the event that any documentation of the arrangement pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of Protected Health Information.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty days, the parties shall address in good faith such concern and amend the terms of

this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

COVERED ENTITY:

_____ COUNTY

By: _____

Title: _____

Date: _____

BUSINESS ASSOCIATE:

CAREACCESS, SILICON VALLEY, INC.

By: 

Title: Director, CareAccess

Date: 3/21/2012

EXHIBIT G

PRIVACY POLICY STATEMENT

This is the web site of **CareAccess, Silicon Valley, Inc.**
Our postal address is
2115 The Alameda
San Jose, California, 95126

We can be reached via e-mail at support@careaccess.org
or you can reach us by telephone at 1-877-COA-WEBB

For each visitor to our Web page, our Web server automatically recognizes no information regarding the domain or e-mail address.

We collect no information on consumers who browse our Web page.
The information we collect is not shared with other organizations for commercial purposes.

With respect to cookies: We do not set any cookies.

With respect to Ad Servers: We do not partner with or have special relationships with any ad server companies.

With respect to security: We always use industry-standard encryption technologies when transferring and receiving consumer data exchanged with our site. When we transfer and receive certain types of sensitive information such as financial or health information, we are using a secure server and will notify visitors through a pop-up screen on our site. We have appropriate security measures in place in our physical facilities to protect against the loss, misuse or alteration of information that we have collected from you at our site.

If you feel that this site is not following its stated information policy, you may contact us at the above addresses or phone number.