

Agreement No.

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND COLLABRIOS HEALTH HOLDINGS LLC DBA RTZ, LLC

This Agreement is entered into this _____, 2025, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and CollabriOS Health Holdings LLC DBA RTZ, LLC, hereinafter called "Contractor."

* * *

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing a SaaS solution for Aging and Disability Services Commissions and Provider Services Unit Program.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services

Exhibit B—Payments and Rates

Exhibit C—Performance Measure

Exhibit D—Maintenance and Support

Exhibit I—§ 504 Compliance

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed Two Hundred and Sixty Six Thousand Dollars (\$266,000). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount

owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from November 1, 2025 through October 31, 2029.

5. Termination

This Agreement may be terminated by Contractor or by the Chief, San Mateo County Health or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

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

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship to Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

10.1. General Requirements

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

10.2. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement,

Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

10.3. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

Comprehensive General Liability..... \$1,000,000 , Motor Vehicle Liability Insurance..... \$1,000,000, Professional Liability..... \$1,000,000, Cyber Liability..... \$5,000,000

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

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

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, regulations, and executive orders, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any

applicable State, Federal, County, or municipal law, regulation, or executive order, the requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement.

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

12. Levine Act Compliance

The Contractor certifies and warrants that Contractor has fully complied, and will remain in full compliance, with all applicable requirements of the Levine Act in connection with this Agreement, including making any required disclosures of campaign contributions to County Officers, which includes but may not be limited to elected County Officers. Elected County Officers include members of the San Mateo County Board of Supervisors, as well as the Assessor-County Clerk-Recorder, Controller, Coroner, District Attorney, Sheriff, and Tax Collector-Treasurer. Any campaign contribution required to be disclosed under the Levine Act in connection with this Agreement shall be disclosed on the disclosure form provided by the County of San Mateo Levine Act Disclosure Form, a copy of which is available from the County upon request.

13. Non-Discrimination and Other Requirements

13.1. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

13.2. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

13.3. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

13.4. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

13.5. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

13.6. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

13.7. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Executive Officer the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Executive Officer, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

13.8. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

14. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

15. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

16. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and

correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

17. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

18. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Moony Tong, Deputy Director
 Address: PO Box 5892, San Mateo, CA, 94402
 Telephone: (650) 670-5371
 Email: mtong@smcgov.org

In the case of Contractor, to:

Name/Title: Contracts
 Address: 3736 Mt. Diablo Blvd., Suite 300, Lafayette, CA 94549
 Email: contracts@collabrios.com

19. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

20. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

21. Reimbursable Travel Expenses

To the extent that this Agreement authorizes reimbursements to Contractor for travel, lodging, and other related expenses as defined in this section, the Contractor must comply with all the terms of this section in order to be reimbursed for travel.

- A. Estimated travel expenses must be submitted to authorized County personnel for advanced written authorization before such expenses are incurred. Significant differences between estimated and actual travel expenses may be grounds for denial of full reimbursement of actual travel expenses.
- B. Itemized receipts (copies accepted) for all reimbursable travel expenses are required to be provided as supporting documentation with all invoices submitted to the County.
- C. Unless otherwise specified in this section, the County will reimburse Contractor for reimbursable travel expenses for days when services were provided to the County. Contractor must substantiate in writing to the County the actual services rendered and the specific dates. The County will reimburse for travel at 75% of the maximum reimbursement amount for the actual costs of meals and incidental expenses on the day preceding and/or the day following days when services were provided to the County, provided that such reimbursement is reasonable, in light of travel time and other relevant factors, and is approved in writing by authorized County personnel.
- D. Unless otherwise specified within the contract, reimbursable travel expenses shall not include Local Travel. "Local Travel" means travel entirely within a fifty-mile radius of the Contractor's office and travel entirely within a fifty-mile radius of San Mateo County. Any mileage reimbursements for a Contractor's use of a personal car for reimbursable travel shall be reimbursed based on the Federal mileage reimbursement rate.
- E. The maximum reimbursement amount for the actual lodging, meal and incidental expenses is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done at San Mateo Medical Center) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching www.gsa.gov for the term 'CONUS'). County policy limits the reimbursement of lodging in designated high cost of living metropolitan areas to a maximum of double the then-current CONUS rate; for work being done outside of a designated high cost of living metropolitan area, the maximum reimbursement amount for lodging is the then-current CONUS rate.
- F. The maximum reimbursement amount for the actual cost of airfare shall be limited to fares for Economy Class or below. Air travel fares will not be reimbursed for first class, business class, "economy-plus," or other such classes. Reimbursable car rental rates are restricted to the mid-level size range or below (i.e. standard size, intermediate, compact, or subcompact); costs for specialty, luxury, premium, SUV, or similar category

vehicles are not reimbursable. Reimbursable ride-shares are restricted to standard or basic size vehicles (i.e., non-premium vehicles unless it results in a cost-saving to the County). Exceptions may be allowed under certain circumstances, such as unavailability of the foregoing options, with written approval from authorized County personnel. Other related travel expenses such as taxi fares, ride-shares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis. Reimbursement of tips for taxi fare, or ride-share are limited to no more than 15% of the fare amount.

- G. Travel-related expenses are limited to: airfare, lodging, car rental, taxi/ride-share plus tips, tolls, incidentals (e.g. porters, baggage carriers or hotel staff), breakfast, lunch, dinner, mileage reimbursement based on Federal reimbursement rate. The County will not reimburse for alcohol.
- H. Reimbursement of tips are limited to no more than 15 percent. Non-reimbursement items (i.e., alcohol) shall be excluded when calculating the amount of the tip that is reimbursable.

22. Cloud Computing Policy 2020

22.1. Overview

Cloud computing is defined as on-demand delivery of information technology (IT) resources through the Internet. Such services use a pool of shared resources to achieve economies of scale, provide greater flexibility, and support communication, collaboration, scheduling, sharing, and storage. In most cases, these services are provided on a contractual basis by a third-party vendor and essentially becomes an extension of the County's network. Security concerns in cloud computing include, but are not limited to:

- Loss of control over the maintenance and protection of the data
- Potential loss of privacy due to aggregation of data from other cloud consumers
- Reliance on vendor's services for the security of County data

22.2. Policy Purpose

The purpose of the Cloud Computing Policy is to safeguard the County's data and to mitigate any risks associated with utilizing cloud solutions. This policy outlines best practices to ensure that data will be properly stored and shared when using cloud computing services.

22.3. Scope

The scope of this policy includes all users of the County of San Mateo's network who uses cloud computing services, including vendors, contractors, volunteers, temporary staff, consultants, collectively known as Workforce Members, and any other party who provides services or works on the computer and/or network systems.

22.4. Policy

All cloud computing services shall undergo a security assessment, performed at the time of contract, including but not limited to: security controls, identity and authentication management, password management, auditing, and encryption capabilities. As part of the review process, all cloud services that are currently listed in the Federal Risk Authorization Management Program

(FedRAMP) will undergo an abbreviated security review process. Cloud services that are not “FedRAMPed” will undergo a more in-depth security review process. Any cloud service’s security level and trustworthiness must match the sensitivity of the data stored on that service. If there are circumstances that fall outside the ability to comply with and/or conform to County policies, an exception waiver may be required.

All cloud computing services must be reviewed and approved by the Chief Information Officer (CIO) or designee before purchase or deployment, including renewals. The CIO or designee has the right to deny the request and shall provide the reason(s) for doing so as well as alternatives so that a mutually agreeable solution can be developed.

The use of cloud computing services shall comply with all current laws and regulations as well as all County policies. All software stored in the cloud must comply with licensing agreements and copyright laws. Additionally, all internet domains (URLs) associated with County business shall be managed and registered through ISD.

22.5. Software as a Service

Software as a Service (SaaS) solutions must utilize latest version of Security Assertion Markup Language (SAML) authentication (WS-Federation and Okta’s Secure Web Authentication (SWA) may be used in lieu of SAML) and integrate with the County’s identity provider (currently Okta). Multi-factor authentication is required when the application is accessed from outside of the County’s network. If solutions do not utilize SAML authentication or multi-factor authentication, a request for exception, signed by the Department Head, must be submitted to the CIO or designee, for approval. Note: The security assessment may result in a request for exception based on the results of the review and is not limited to the above-mention authentication processes.

The cloud environment shall also include a County-approved warning banner upon logon, if capable.

All software must be configured to have a lock-out session after fifteen (15) minutes of idle time. Full auditing, in coordination with ISD, must be enabled to allow for successful and unsuccessful account logon events, account management events, and system events. Audit logs, if performed by another organization, shall be shared with the County upon request or as stated in the underlying agreement. All audit logs must be stored for a minimum of one year.

Contingency plans for disaster recovery must be provided by the vendor in all SaaS solutions including a strategy to restore the data within a specified time frame.

Both vendor and County roles and responsibilities shall be clearly stated including enforcement mechanisms to meet the required service levels. All parties must also comply with Administrative Memorandum B-1.

The terms and conditions of termination shall be clearly defined along with the disposal and/or transfer of data.

22.6. Self-Provisioning Cloud Services

Self-provisioning cloud services, used to share, store, and/or manage data, present significant data management risks including compromised data, sudden loss of data or service, and changes to the terms of service without notice. Users of self-provisioning cloud services sign up

for services through an end-user license at no monetary cost. These cloud computing services, including but not limited to Google Docs and DropBox may not be used for the storage, manipulation, or exchange of County-related data. Furthermore, cloud services shall not be used to store, process, share, or manage any data deemed to be sensitive or confidential, such as data related to the Health Insurance Portability and Accountability Act (HIPAA) or Personally Identifiable Information (PII) at any time.

22.7. Confidential Data

Cloud systems are subject to the same internal standards as those located on-premises. Confidential data may only be stored and managed through a secure vendor that has been approved by ISD as appropriate for confidential data.

All vendors shall comply with all County specified standards and requirements in addition to federal and state mandated standards, such as HIPAA. Compliance shall be detailed within the business case for each application. Vendors must provide information regarding the controls they employ to maintain security on all HIPAA and PII data. The following list includes security concerns that will be evaluated in the security review process. Note that an exception waiver may be required in the event that the listed County requirements are not met.

- How and where vendor encrypts data, both at rest and in motion
- How vendor employees who will have physical access to the network and infrastructure that hosts the application, are vetted
- What third-party audits will be/have been performed to validate vendor controls • What security features are and are not included as part of their SLA
- What constitutes a security event and what their notification policies and procedures are after a security event occurs
- If the backups of the County's data are moved offsite, how are they encrypted • How will data be securely deleted or destroyed as requested
- The vendor's ability to provide patches and update products, including the patch schedules and timeline for end-of-device support
- Assurance that the sharing of the County provided account password will be strictly prohibited

Client data from the cloud may not be transmitted to a personal computing device (such as a flash/thumb drive).

22.8. Other County Policies

The County has other policies that address specific areas of information security including policies on IT security, Internet use, email, mobile technology use, vendor/contractor access, and portable computing. These policies are also applicable and extend to cloud services including the use and storage of information. Departments may have internal policies that also address these issues. These policies are cumulative and in the event of conflict, the policies providing the County with the greatest level of security shall apply.

22.9. Responsibility

Departments shall be responsible for providing security awareness and training to all users of devices or electronic media containing Personal Health Information (PHI) or PII as it relates to the HIPAA requirements for all data under their control. ISD will be responsible for providing Countywide security awareness and training

22.10. Policy Enforcement

The CIO or designee is the policy administrator for information technology resources and will ensure that this process is followed. Additionally, Division Directors, managers, and Department Heads are responsible for compliance with County policies within their respective administrative areas.

Any violations of this policy shall be reported to the CIO or designee. Violations will be investigated and may result in disciplinary action up to and including dismissal from County employment. For violations of patient confidentiality, the procedures of the Patient Confidentiality Sanctions Policy as regulated by HIPAA will apply. Vendors who violate this policy may be subject to contract termination, denial of service, and/or legal penalties, both criminal and civil.

22.11. Revision History

Effective Date	Changes Made
7/31/2018	Policy established
6/22/2020	Policy revised

23. Additional Technology Terms and Conditions**23.1. Disentanglement**

Contractor shall cooperate with County and County's other contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Contractor shall cooperate with County's efforts to effectuate such transition with the goal of minimizing or eliminating any interruption of work required under the Agreement and any adverse impact on the provision of services or the County's activities; provided, however, that County shall pay Contractor on a time and materials basis, at the then-applicable rates, for all additional services performed in connection with such cooperation. Contractor shall deliver to County or its designee, at County's request, all documentation and data related to County, including, but not limited to, patient files, held by Contractor, and after return of same, Contractor shall destroy all copies thereof still in Contractor's possession, at no charge to County. Such data delivery shall be in an electronic format to facilitate archiving or loading into a replacement application. County and Contractor shall mutually agree to the specific electronic format.

Upon any termination of the Agreement, regardless of the nature or timing of the termination, County shall have the right, for up to twelve (12) months (the "Transition Period"), at County's option and request, to continue to receive from Contractor all maintenance and support services, at the then-applicable rates provided, however, that the annual support and maintenance fee shall be prorated and paid in advance on a monthly basis during such time,

and the amount of such support and maintenance fee shall remain subject to the limitations set forth in the Agreement regarding any increase in such fee.

23.2. Warranty

This Software is subject to a warranty. Licensor warrants to Licensee that the Software will perform according to the Software's documentation at the time of the implementation and that, to the best of Licensor's knowledge, Licensee's use of this Software according to the documentation is not an infringement of any third party's intellectual property rights. If the Software is subsequently upgraded, repaired or otherwise changed by Licensor, Licensor warrants to Licensee that the Software will continue to perform according to its original documentation as well as according to updated documentation to the extent new features are added. To the extent permitted by law, the above-stated warranty replaces all other warranties, express or implied, and Licensor disclaims all implied warranties including any implied warranty of title, merchantability, or of fitness for a particular purpose. No agent of Licensor is authorized to make any other warranties or to modify this warranty. Licensee is required to inform Licensor of any potential breach of this warranty within one year of identifying any performance defect in the Software that contradicts the expected performance as outlined in the original and/or updated documentation. Licensee will document any such potential breach of warranty by utilizing the Support Procedure outlined in the Exhibit <X> of this agreement. In the event of a breach of this warranty, Licensee's remedies include the following, to be selected at Licensee's sole discretion: if Licensee agrees that the Software's functionality is still partially acceptable despite the area related to the breach of warranty, Licensor shall provide a refund for the full amount Licensee reasonably attributes to the partial breach of warranty; if Licensee determines that the Software is materially in breach of warranty, Licensor shall issue a full refund, including for amounts already paid and in relation to which the Software was non-functional; and/or any other remedy available at law.

24. Health Insurance Portability and Accountability Act (HIPAA)

24.1. DEFINITIONS

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations (CFR) sections 160.103, 164.304, and 164.501. All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.

a. **Business Associate.** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the parties to this agreement shall mean Contractor.

b. **Covered Entity.** "Covered entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement shall mean County.

c. **HIPAA Rules.** "HIPAA rules" shall mean the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR part 160 and part 164, as amended and supplemented by Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009.

d. **Designated Record Set.** "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.

e. **Electronic Protected Health Information.** "Electronic Protected Health Information" (EPHI) means individually identifiable health information that is transmitted or maintained in electronic media; it is limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.

f. **Individual.** "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).

g. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

h. **Protected Health Information.** "Protected Health Information" (PHI) shall have the same meaning as the term "protected health information" in Section 160.103 and is limited to the information created or received by Business Associate from or on behalf of County.

i. **Required By Law.** "Required by law" shall have the same meaning as the term "required by law" in Section 164.103.

j. **Secretary.** "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.

k. **Breach.** The acquisition, access, use, or disclosure of PHI in violation of the Privacy Rule that compromises the security or privacy of the PHI and subject to the exclusions set forth in Section 164.402. Unless an exception applies, an impermissible use or disclosure of PHI is *presumed* to be a breach, unless it can be demonstrated there is a low probability that the PHI has been compromised based upon, at minimum, a four-part risk assessment:

1. Nature and extent of PHI included, identifiers and likelihood of re-identification;
2. Identity of the unauthorized person or to whom impermissible disclosure was made;
3. Whether PHI was actually viewed or only the opportunity to do so existed;
4. The extent to which the risk has been mitigated.

l. **Security Rule.** "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

m. **Unsecured PHI.** "Unsecured PHI" is protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in relevant HHS guidance.

n. **Security Incident.** "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. "Security Incident" includes all incidents that constitute breaches of unsecured protected health information.

24.2. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE

a. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.

- b. Business Associate agrees to use appropriate safeguards to comply with Subpart C of 45 CFR part 164 with respect to EPHI and PHI, and to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to make uses and disclosures requests for Protected Health Information consistent with minimum necessary policy and procedures.
- d. Business Associate may not use or disclose protected health information in a manner that would violate subpart E of 45 CFR part 164.504 if used or disclosed by Covered Entity.
- e. 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.
- f. Business Associate agrees to report to County any use or disclosure of Protected Health Information not authorized by this Agreement.
- g. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of County, agrees to adhere to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- h. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.
- i. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- j. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of County, available to the County at the request of County or the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- k. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- l. Business Associate agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (k) of this Schedule, in order to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

m. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of County.

n. Business Associate shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.

o. Business Associate shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.

p. Business Associate shall report to County any Security Incident within three (3) business days of becoming aware of such incident. Business Associate shall also facilitate breach notification(s) to the appropriate governing body (i.e. HHS, OCR, etc.) as required by law. As appropriate and after consulting with County, Business Associate shall also notify affected individuals and the media of a qualifying breach.

q. Business Associate understands that it is directly liable under the HIPAA rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of Protected Health Information that are not authorized by this Attachment, the underlying contract as or required by law.

24.3. PERMITTED USES AND DISCLOSURES BY CONTRACTOR AS BUSINESS ASSOCIATE

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

24.4. OBLIGATIONS OF COUNTY

a. County shall provide Business Associate with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.

b. County shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

c. County shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

24.5. PERMISSIBLE REQUESTS BY COUNTY

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

24.6. DUTIES UPON TERMINATION OF AGREEMENT

a. Upon termination of the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from County, or created, maintained, or

received by Business Associate on behalf of County, that Business Associate still maintains in any form. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

b. In the event that Business Associate determines that returning or destroying Protected Health Information is infeasible, Business Associate shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

24.7. MISCELLANEOUS

a. **Regulatory References.** A reference in this Schedule to a section in the HIPAA Privacy Rule means the section as in effect or as amended, and for which compliance is required.

b. **Amendment.** The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.

c. **Survival.** The respective rights and obligations of Business Associate under this Schedule shall survive the termination of the Agreement.

d. **Interpretation.** Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.

e. **Reservation of Right to Monitor Activities.** County reserves the right to monitor the security policies and procedures of Business Associate.

25. Intellectual Property

25.1. Intellectual Property Rights

1. The County of San Mateo ("County"), shall and does own all titles, rights and interests in all Work Products created by Contractor and its subcontractors (collectively "Vendors") for the County under this Agreement. Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of the County.

2. "Work Products" are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.

3. Contractor shall not dispute or contest, directly or indirectly, the County's exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Contractor hereby assigns, and if later required by the County, shall assign to the County all titles, rights and interests in all Work Products. Contractor shall cooperate and cause

subcontractors to cooperate in perfecting County's titles, rights or interests in any Work Product, including prompt execution of documents as presented by the County.

4. To the extent any of the Work Products may be protected by U.S. Copyright laws, Parties agree that the County commissions Vendors to create the copyrightable Work Products, which are intended to be work-made-for-hire for the sole benefit of the County and the copyright of which is vested in the County.

5. In the event that the title, rights, and/or interests in any Work Products are deemed not to be "work-made-for-hire" or not owned by the County, Contractor hereby assigns and shall require all persons performing work pursuant to this Agreement, including its subcontractors, to assign to the County all titles, rights, interests, and/or copyrights in such Work Product. Should such assignment and/or transfer become necessary or if at any time the County requests cooperation of Contractor to perfect the County's titles, rights or interests in any Work Product, Contractor agrees to promptly execute and to obtain execution of any documents (including assignments) required to perfect the titles, rights, and interests of the County in the Work Products with no additional charges to the County beyond that identified in this Agreement or subsequent change orders. The County, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.

6. Contractor agrees that before commencement of any subcontract work it will incorporate this **SECTION** to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such that the County's titles, rights, and interests in Work Products are preserved and protected as intended herein.

25.2. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or

contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

26. Personally Identifiable Information

Requirements for County Contractors, Subcontractors, Vendors and Agents

26.1. Definitions

Personally Identifiable Information (PII), or Sensitive Personal Information (SPI), as used in Federal information security and privacy laws, is information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context. PII may only be used to assist in the administration of programs in accordance with 45 C.F.R. § 205.40, *et seq.* and California Welfare & Institutions Code section 10850.

a. **"Assist in the Administration of the Program"** means performing administrative functions on behalf of County programs, such as determining eligibility for, or enrollment in, and collecting context PII for such purposes, to the extent such activities are authorized by law.

b. **"Breach"** refers to actual loss, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for other than authorized purposes have access or potential access to context PII, whether electronic, paper, verbal, or recorded.

c. **"Contractor"** means those contractors, subcontractors, vendors and agents of the County performing any functions for the County that require access to and/or use of PII and that are authorized by the County to access and use PII.

d. **"Personally Identifiable Information" or "PII"** is personally identifiable information that can be used alone, or in conjunction with any other reasonably available information, to identify a specific individual. PII includes, but is not limited to, an individual's name, social security number, driver's license number, identification number, biometric records, date of birth, place of birth, or mother's maiden name. PII may be electronic, paper, verbal, or recorded.

e. **“Security Incident”** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PII, or interference with system operations in an information system which processes PII that is under the control of the County or County’s Statewide Automated Welfare System (SAWS) Consortium, or under the control of a contractor, subcontractor or vendor of the County, on behalf of the County.

f. **“Secure Areas”** means any area where:

- i. Contractors administer or assist in the administration of County programs; ii. PII is used or disclosed; or
- iii. PII is stored in paper or electronic format.

26.2. Restrictions on Contractor re Use and Disclosure of PII

a. Contractor agrees to use or disclose PII only as permitted in this Agreement and only to assist in the administration of programs in accordance with 45 CFR § 205.50, *et seq.* and California Welfare & Institutions Code section 10850 or as otherwise authorized or required by law. Disclosures, when authorized or required by law, such as in response to a court order, or when made upon the explicit written authorization of the individual, who is the subject of the PII, are allowable. Any other use or disclosure of PII requires the express approval in writing by the County. No Contractor shall duplicate, disseminate or disclose PII except as allowed in this Agreement.

b. Contractor agrees to only use PII to perform administrative functions related to the administration of County programs to the extent applicable.

c. Contractor agrees that access to PII shall be restricted to Contractor’s staff who need to perform specific services in the administration of County programs as described in this Agreement.

d. Contractor understands and agrees that any of its staff who accesses, discloses or uses PII in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions available under applicable Federal and State laws and regulations

26.3. Use of Safeguards by Contractor to Protect PII

a. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides PII received from, or created or received by Contractor on behalf of County, agrees to adhere to the same restrictions and conditions contained in this Attachment PII.

b. Contractor agrees to advise its staff who have access to PII, of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable Federal and State laws and regulations.

c. Contractor agrees to train and use reasonable measures to ensure compliance by Contractor’s staff, including, but not limited to (1) providing initial privacy and security awareness training to each new staff within thirty (30) days of employment; (2) thereafter, providing annual refresher training or reminders of the PII privacy and security safeguards to all Contractor’s staff; (3) maintaining records indicating each Contractor’s staff name and the date on which the privacy and security awareness training was completed; and (4) retaining training records for a period of three (3) years after completion of the training.

d. Contractor agrees to provide documented sanction policies and procedures for Contractor's staff who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment when appropriate.

e. Contractor agrees that all Contractor's staff performing services under this Agreement sign a confidentiality statement prior to accessing PII and annually thereafter. The signed statement shall be retained for a period of three (3) years, and the statement include at a minimum: (1) general use; (2) security and privacy safeguards; (3) unacceptable use; and (4) enforcement policies.

f. Contractor agrees to conduct a background check of Contractor's staff before they may access PII with more thorough screening done for those employees who are authorized to bypass significant technical and operational security controls. Contractor further agrees that screening documentation shall be retained for a period of three (3) years following conclusion of the employment relationship.

g. Contractor agrees to conduct periodic privacy and security reviews of work activity, including random sampling of work product by Contractor's staff by management level personnel who are knowledgeable and experienced in the areas of privacy and information security in the administration of County's programs and the use and disclosure of PII. Examples include, but are not limited to, access to data, case files or other activities related to the handling of PII.

h. Contractor shall ensure that PII is used and stored in an area that is physically safe from access by unauthorized persons at all times and safeguard PII from loss, theft, or inadvertent disclosure by securing all areas of its facilities where Contractor's staff assist in the administration of the County's programs and use,

disclose, or store PII.

i. Contractor shall ensure that each physical location, where PII is used, disclosed, or stored, has procedures and controls that ensure an individual who is terminated from access to the facility is promptly escorted from the facility by an authorized employee of Contractor and access is revoked.

j. Contractor shall ensure that there are security guards or a monitored alarm system at all times at Contractor's facilities and leased facilities where five hundred (500) or more individually identifiable records of PII is used, disclosed, or stored. Video surveillance systems are recommended.

k. Contractor shall ensure that data centers with servers, data storage devices, and/or critical network infrastructure involved in the use, storage, and/or processing of PII have perimeter security and physical access controls that limit access to only those authorized by this Agreement. Visitors to any Contractor data centers area storing PII as a result of administration of a County program must be escorted at all times by authorized Contractor's staff.

l. Contractor shall have policies that include, based on applicable risk factors, a description of the circumstances under which Contractor staff can transport PII, as well as the physical security requirements during transport.

m. Contractor shall ensure that any PII stored in a vehicle shall be in a non-visible area such as a trunk, that the vehicle is locked, and under no circumstances permit PII be left unattended in a vehicle overnight or for other extended periods of time.

n. Contractor shall ensure that PII shall not be left unattended at any time in airplanes, buses, trains, etc., including baggage areas. This should be included in training due to the nature of the risk.

o. Contractor shall ensure that all workstations and laptops, which use, store and/or process PII, must be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.

p. Contractor shall ensure that servers containing unencrypted PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines documented in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.

q. Contractor agrees that only the minimum necessary amount of PII required to perform required business functions will be accessed, copied, downloaded, or exported.

r. Contractor shall ensure that all electronic files, which contain PII data is encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.

s. Contractor shall ensure that all workstations, laptops and other systems, which process and/or store PII, must install and actively use an antivirus software solution. Antivirus software should have automatic updates for definitions scheduled at least daily. In addition, Contractor shall ensure that:

i. All workstations, laptops and other systems, which process and/or store PII, must have critical security patches applied, with system reboot if necessary.

ii. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.

iii. At a maximum, all applicable patches deemed as critical must be installed within thirty (30) days of vendor release. It is recommended that critical patches which are high risk be installed within seven (7) days.

iv. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.

t. Contractor shall ensure that all of its staff accessing Personally Identifiable Information on applications and systems will be issued a unique individual password that is a least eight (8) characters, a non-dictionary word, composed of characters from at least three (3) of the following four (4) groups from the standard keyboard: upper case letters (A-Z); lower case

letters (a-z); Arabic numerals (0-9) and special characters (!, @, #, etc.). Passwords are not to be shared and changed if revealed or compromised. All passwords must be changed every (90) days or less and must not be stored in readable format on the computer or server.

u. Contractor shall ensure that usernames for its staff authorized to access PII will be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee within twenty- four (24) hours. Note: Twenty-four (24) hours is defined as one (1) working day.

v. Contractor shall ensure when no longer needed, all PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the Personally Identifiable Information cannot be retrieved.

w. Contractor shall ensure that all of its systems providing access to PII must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.

x. Contractor shall ensure that all of its systems providing access to PII must display a warning banner stating, at a minimum that data is confidential; systems are logged, systems use is for business purposes only by authorized users and users shall log off the system immediately if they do not agree with these requirements.

y. Contractor will ensure that all of its systems providing access to PII must maintain an automated audit trail that can identify the user or system process which initiates a request for PII, or alters PII. The audit trail shall be date and time stamped; log both successful and failed accesses be read-access only; and be restricted to authorized users. If PII is stored in a database, database logging functionality shall be enabled. The audit trail data shall be archived for at least three (3) years from the occurrence.

z. Contractor shall ensure that all of its systems providing access to PII shall use role-based access controls for all user authentications, enforcing the principle of least privilege.

aa. Contractor shall ensure that all data transmissions of PII outside of its secure internal networks must be encrypted using a Federal Information Processing Standard (FIPS) 140-2 certified algorithm that is 128 bit or higher, such as Advanced Encryption Standard (AES) or Transport Layer Security (TLS). It is encouraged, when available and when feasible, that 256 bit encryption be used. Encryption can be end to end at the network level, or the data files containing PII can be encrypted. This requirement pertains to any type of PII in motion such as website access, file transfer, and email.

bb. Contractor shall ensure that all of its systems involved in accessing, storing, transporting, and protecting PII, which are accessible through the Internet, must be protected by an intrusion detection and prevention solution.

cc. Contractor shall ensure that audit control mechanisms are in place. All Contractor systems processing and/or storing Personally Identifiable Information must have a least an annual system risk assessment/security review that ensure administrative, physical, and technical controls are functioning effectively and provide an adequate level of protection. Review shall include vulnerability scanning tools.

dd. Contractor shall ensure that all of its systems processing and/or storing PII must have a process or automated procedure in place to review system logs for unauthorized access.

ee. Contractor shall ensure that all of its systems processing and/or storing PII must have a documented change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data.

ff. Contractor shall establish a documented plan to enable continuation of critical business processes and protection of the security of PII kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.

gg. Contractor shall ensure its data centers with servers, data storage devices, and critical network infrastructure involved in the use, storage and/or processing of PII, must include environmental protection such as cooling, power, and fire prevention, detection, and suppression.

hh. Contractor shall establish documented procedures to backup PII to maintain retrievable exact copies of PII. The documented backup procedures shall contain a schedule which includes incremental and full backups, storing backups offsite, inventory of backup media, recovery of PII data, an estimate of the amount of time needed to restore PII data.

ii. Contractor shall ensure that PII in paper form shall not be left unattended at any time, unless it is locked space such as a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information. Locked spaces are defined as locked file cabinets, locked file rooms, locked desks, or locked offices in facilities which are multi-use, meaning that there are Contractor's staff and non-Contractor functions in one building in work areas that are not securely segregated from each other. It is recommended that all PII be locked up when unattended at any time, not just within multi-use facilities.

jj. Contractor shall ensure that any PII that must be disposed of will be through confidential means, such as cross cut shredding or pulverizing.

kk. Contractor agrees that PII must not be removed from its facilities except for identified routine business purposes or with express written permission of the County.

ll. Contractor shall ensure that faxes containing PII shall not be left unattended and fax machines shall be in secure areas. Faxes containing PII shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender. All fax numbers shall be verified with the intended recipient before send the fax.

mm. Contractor shall ensure that mailings containing PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible. Mailings that include five hundred (500) or more individually identifiable records containing PII in a single package shall be sent using a tracked mailing method that includes verification of delivery.

26.4. Reporting of Breaches Required by Contractor to County; Mitigation

a. Contractor shall report to County within one business day of discovery, to the County contact listed in this agreement by email or telephone as listed in the of unsecured PII, if that PII was, or is, reasonably believed to have been accessed or acquired by an unauthorized person, any

suspected security incident, intrusion or unauthorized access, use or disclosure of PII in violation of this Agreement, or potential loss of confidential data affecting this Agreement.

b. Contractor understands that State and Federal Law requires a breaching entity to notify individuals of a breach or unauthorized disclosure of their PII. Contractor shall ensure that said notifications shall comply with the requirements set forth in California Civil Code section 1798.29, and 42 U.S.C. section 17932, and its implementing regulations, including but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than sixty (60) calendar days.

c. Contractor agrees to promptly mitigate, to the extent practicable, any harmful effect that is known to Contractor stemming from a use or disclosure of PII in violation of the requirements of this Agreement, including taking any action pertaining to such use or disclosure required by applicable Federal and State laws and regulations.

26.5. Permitted Uses and Disclosures of PII by Contractor

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

26.6. Obligations of County

a. County shall provide Contractor with the notice of privacy practices that County produces in accordance with California Welfare and Institutions Code section 10850, as well as any changes to such notice.

b. County shall notify Contractor of any changes in, or revocation of, permission by Individual to use or disclose PII, if such changes affect Contractor's permitted or required uses and disclosures.

c. County shall notify Contractor of any restriction to the use or disclosure of PII that County has agreed to in accordance with California Welfare and Institutions Code section 10850.

26.7. Permissible Requests by County

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

26.8. Duties Upon Termination of Agreement

a. Upon termination of the Agreement, for any reason, Contractor shall return or destroy all PII received from County, or created, maintained, or received by Contractor on behalf of County that Contractor still maintains in any form. This provision shall apply to PII that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the PII.

b. In the event that Contractor determines that returning or destroying PII is infeasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual Agreement of the Parties that return or destruction of PII is infeasible, Contractor shall extend the protections of the Agreement to such PII and limit further uses and

disclosures of such PII to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such PII.

26.9. Miscellaneous

a. **Regulatory References.** A reference in this Attachment to a section in the Personally Identifiable Information Privacy Rule means the section as in effect or as amended, and for which compliance is required.

b. **Amendment.** The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and in accordance 45 CFR § 205.40, *et seq.* and California Welfare and Institutions Code section 10850.

c. **Survival.** The respective rights and obligations of Contractor under this Attachment shall survive the termination of the Agreement unless and until the PII is destroyed or returned to the County.

d. **Interpretation.** Any ambiguity in any provision in this Attachment shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.

e. **Reservation of Right to Monitor Activities.** County reserves the right to monitor the security policies and procedures of Contractor.

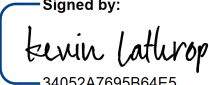
27. Rehabilitation Act of 1973

Refer to the attachment required to be completed by the Contractor.

SIGNATURE PAGE TO FOLLOW

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.

For Contractor:

Signed by:  34052A7695B64E5	9/29/2025	Kevin Lathrop
Contractor Signature	Date	Contractor Name (please print)

For County:

Purchasing Agent Signature (Department Head or Authorized Designee) County of San Mateo	Date	Purchasing Agent Name (please print) (Department Head or Authorized Designee) County of San Mateo
		Purchasing Agent or Authorized Designee Job Title (please print) County of San Mateo

Exhibit A

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

1. DEFINITIONS

The following terms shall have the meanings below; or as the case may be, the meaning ascribed in the applicable Schedules or Attachments attached hereto:

AAA

Area Agency on Aging: a public or private nonprofit agency designated by a state to address the needs and concerns of older persons at the regional and local levels

CARS

California Aging Reporting System: a software system used to transmit National Aging Program Information to the California Department of Aging.

CDA

California Department of Aging

HDM

Home Delivered Meals: a program that provides meals to participants who cannot prepare or obtain nutritionally adequate meals for themselves

IHSS

In-Home Supportive Services: a program that offers housecleaning, meal preparation, laundry, personal services, accompaniment to medical appointments, and protective supervision

NAPIS

National Aging Program Information System: service utilization and demographic data that is reported by local Area Agencies on Aging to the states to comply with federal Administration for Community Living (ACL) reporting requirements for submission of annual performance reports

SaaS

Software as a Service: a method of software delivery and licensing in which software is accessed over the internet via a subscription, rather than bought and installed on individual computers

Software

As used herein, the term "Software" shall mean the computer application software known to Contractor as "GetCare", and all coding (object code and source code), modules, and similar materials comprising such software. The Software is described more specifically in the Documentation (defined below).

Documentation

As used herein, the term "Documentation" shall mean the documentation relating to the Software, which documentation is described below, and all manuals, reports, brochures, sample runs, specifications and other materials comprising such documentation.

System

As used herein, the term "System" shall mean the Software and the Documentation, collectively. Reference to the System shall include any component thereof. All modifications and enhancements to the System shall be deemed to be part of the System as defined herein and shall be subject to all the terms and conditions set forth herein.

License

As used herein, the term "License" shall have the meaning assigned to such term in Exhibit D.

2. INTRODUCTION

The Commissions and Provider Services Unit (CPSU) Program under Aging and Disability Services aims to migrate the Data Tracking System for Community-Based Organizations (CBO) module from its legacy case management system to a new platform. This project will facilitate improved service management and compliance.

3. AGREEMENT GOAL

The goal of this agreement is to:

- Improve the management of services provided by CBOs.
- Enhance data collection and reporting capabilities.
- Ensure compliance with county and state regulations.
- Facilitate communication and collaboration between the county and CBOs.
- Achieve objectives cost-effectively.

Contractor shall: :

- Implement the SaaS solution for CBO data tracking, management and reporting .
- Provide user training and support.
- Offer ongoing maintenance and updates
- Configure the solution for San Mateo County Aging & Disability Services and CBOs.

4. TECHNICAL REQUIREMENTS

The SaaS solution must meet the following high-level technical requirements.

- User Management: Support for multiple user roles and permissions.
- Data Collection: Data entry forms and templates configured for the County.
- Data Storage: Secure and scalable cloud storage.
- Reporting and Analytics: Advanced tools for generating reports and analyzing data.
- Accessibility: Web-based access with mobile-friendly design.
- Security: Compliance with data protection regulations (e.g., HIPAA).
- Backup and Recovery: Regular data backups and disaster recovery capabilities.

5. QUALITY ASSURANCE

Contractor shall use the Requirements Traceability matrix (RTM) to ensure that all functionality is configured, tested, and implemented prior to UAT.

6. FUNCTIONAL REQUIREMENTS

The SaaS solution must include the following high-level functional requirements.

- Client Management: Track client demographics, service history, and case notes.
- CBO Management: Track CBOs / Providers, their clients, services provided, invoices submitted.
- Service Management: Manage and monitor services provided by CBOs, including service delivery and outcomes.
- Program Management: Oversee programs, events, and activities conducted by CBOs.
- Financial Management: Track funding, expenses, and financial reports related to services.
- Communication Tools: Integrated email and messaging capabilities for workflow approvals and communication between the county and CBOs.

7. PROGRAM MANAGEMENT

San Mateo County ADS and Contractor will work cooperatively to ensure that management and oversight of the project are sufficient and effective to meet service goals. At a minimum, the following program management protocols will be established:

- Contractor will provide a single point of contact to work directly with the ADS point of contact.
- Contractor will provide manager(s) to oversee development work, ensure quality and quantity of throughput, and ensure that contractual obligations are met.
- The contractor point of contact will meet weekly with the ADS point of contact to report on progress, issues, and upcoming deliverables.
- Contractor should provide up-to-date plans to deal with network failures, system outages, and other technical issues that may impede the Vendor's ability to meet expectations. Clear and reasonable estimations should be made of any downtime risks.

8. DEVELOPMENT AND CUSTOMIZATION

Contractor shall provide ADS with CA-GetCare platform. CA-GetCare is a cloud-based system specifically designed to help California AAAs collect and report Older American Act (OAA) Title III and VII data to the California Department of Aging (CDA) via California Aging Reporting System (CARS).

Specific items:

- Establish timeline with specific tasks and deliverables.
- Configure system pull-down and options.
- Develop a script to convert/migrate data in the legacy system to the new system.
- Test conversion/migration script and system configurations in sandbox site. Migrate/ set up user accounts and permissions in new system.
- Train users on the new system.
- Work with ADS to schedule system cutover.
- Launch production system and provide intensive support at Go-live.

9. CA-GETCARE INFORMATION SYSTEM AND SUPPORT

The below items are included for this area:

- Manage client data, including all NAPIS-required data elements and nutritional and functional assessments.
- Manage service data using either a daily or monthly input screen.
- Barcode scanning for client level service recording.
- Interface with CARS allowing seamless integration with the statewide CARS reporting system and meet all current and future CDA specifications for data reporting.
- Serve as a case management tool that supports the daily operational needs of CBO managers and staff.
- HDM wait list clearinghouse.
- Generate operational/outcome reports using a library of standard reports designed to support AAA business needs.
- Create custom report template, export select client data elements, and periodic special data requests.

10. RISK MANAGEMENT

It is considered a risk when an expected completion date falls after the scheduled completion date. Contractor shall highlight identified risks in the weekly status reports, assessing the potential impact and articulate a migration strategy for each. For systematic risks, Contractor shall work with County to develop and execute a formal corrective action plan.

11. DATA EXPORT MONITORING/MAINTENANCE

Provide daily backup from RTZ system to ADS data warehouse. The backup is of data only and does not include assistance mapping and/or analyzing the data.

12. PROJECT WORK PLAN

The system shall be **live three to four months after contract execution** provided that the County: (1) provides RTZ with the dataset it wants migrated to

GetCare within one week of contract finalization, (2) makes all configuration decisions in a timely manner, and (3) utilizes standard reports and defers any customization requests until after go-live.

A. Configuration of hosting environment

- Set-up AWS GovCloud instances
- Set-up sandbox environment
- Conduct volume testing and optimize load balancing
- Complete hosting checklist and establish preliminary readiness

B. Configuration of data collection screens

- Configure data fields/functionality based on workgroup sessions

C. Configuration of operational reports

- Identify/prioritize operational reports by program
- Review GetCare library/Identify any mapping updates needed
- Configure report library if needed

D. Configuration of **fiscal functionalities** with below workflow

Providers Submit Proposed Budget

- Providers create budgets – Agency/ Contractor Info > Contract > Proposed Budget, using budget-based formats.
- Budgets include Cash & In-Kind matching contributions, and program income (ex: donation).
- Providers verify and submit budgets to AAA for review (this functionality shall be developed at no cost to County).

AAA Reviews and Approves Budget

- AAA staff review budgets in Agency and Contractor Info > Contract > Operating Budget > Budget Review, checking alignment with OAA, Area Plan, and allowable costs.
- Staff approve, reject, or return budgets for editing with feedback.
- Approved budgets are finalized in *Service/operating Budget* submodule. (this functionality shall be developed at no cost to County).

Providers Submit Invoices

- Providers enter invoices in *Fiscal Management > Service Invoice*, detailing clients/units served, requested amounts, remaining allocation and served client data.
- Providers upload supporting documentation (e.g., service logs or P&L statement).
- Providers verify and submit invoices to AAA for review.

AAA Reviews and Processes Invoices

- AAA staff (four reviewers, including program manager for final approval) review invoices in an invoice processing module, verifying service units, budgets, documentation, and AAA compliance.
- Staff approve, reject, or return invoices with in-system feedback.
- Approved invoices are exported as PDFs or sent to a designated email for county payment processing. Invoices can be exported as a pdf and emailed out of the county email system separately from GetCare.

The system shall be able to show the budgeted amount versus the invoiced amount and remaining balance.

E. Data conversion/ migration

- Obtain/transmit complete copy of legacy database
- Complete service-set mapping/ unique elements to federal categories
- Build and test conversion/migration scripts
- Obtain/transmit final copies of legacy datasets for go-live import

F. Testing

- Test system configuration and data migration; perform remediation
- Provide list of all users performing acceptance testing
- Set up user test accounts/enforce County password requirements
- Perform acceptance testing on system configuration & data migration
- Contingency time for any last-minute system adjustments

G. Training

- System introduction for acceptance testers/lead users (by group)
- Update online user “help” resources
- Provide onsite system training (by component)
- Hold post-live program/ module-based “Q&A” forums if needed

H. Cutover

- Conduct readiness review and create cutover plan/schedule
- Provide updated/final list of all users and permissions
- Prepare production build for cutover
- Conduct final data migration and complete launch checklist
- GetCare platform “Go-Live”

I. Hosting/Support

13. DELIVERABLES

A. Project Initiation and Planning

- Project Plan: Detailed project plan with timelines, milestones, and resource allocation.
- Kick-off Meeting: Agenda, minutes, and key takeaways from the initial project kick-off meeting with key stakeholders.

B. Development and Integration

- Data Migration Script: Scripts and documentation for migrating data from the legacy system to the new platform.
- Sandbox Environment: A fully configured sandbox environment for testing purposes.
- Integration APIs: APIs developed or customized for integration with existing systems, such as Power Apps or BI tools.

C. Testing and Quality Assurance

- Test Plan and Test Cases: Detailed test plan with test cases for all functionalities, including user roles, data security, and interfaces.
- User Acceptance Testing (UAT): UAT findings report, including identified issues and remediation actions.

D. Training and Documentation

- Training Manuals: Comprehensive user manuals and training materials for end-users.
- Training Sessions: Schedule and summary of user training sessions, including attendance records and feedback.

E. Deployment and Go-Live

- Deployment Plan: Detailed deployment schedule and activities, including roles and responsibilities.
- Go-Live Support Plan: Support plan for the post-implementation phase, including on-site support staff and escalation procedures.

F. Ongoing Maintenance and Support

- Maintenance Schedule: Regular maintenance schedule and activities, including software updates and system checks.
- Support Documentation: Documentation for any technical support processes, including a list of support contacts.

G. Reporting and Compliance

- Compliance Documentation: Proof of compliance with data protection regulations and any specific state or federal requirements.
- Reports: Setup of standard reports for operational and outcome measures, as well as documentation for creating custom reports.

H. Project Closure

- Provision of a copy of County data for conversion/migration to new system.

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, the County shall pay Contractor based on the following fee schedule and terms:

1. FEE AND PAYMENT SCHEDULE

- 1.1 **License Fee.** The full fee for the Software License, State Taxes on the Software License, End-User Training, Unlimited Maintenance and Support is **\$66,500 per year (\$45,000 user license costs and \$21,500 for ongoing support and maintenance)** beginning on the Effective Date. Includes up to 100 user licenses (active named user accounts). Pricing valid for project Year 1 through Year 4 only; subsequent renewals are subject to a cost-of-living adjustment / negotiation between parties. Additional user licenses (if needed) are available for purchase for \$450 per user per year .
- 1.2 **Daily backup to a defined location** will be conducted at no cost to County. The backup is of data only and does not include assistance mapping and/or analyzing the data.
- 1.3 **Programming_ Custom programming** is available at the County's written request. Charges for custom programming will be on an hourly basis at a rate of \$195.00 per hour. For any given request, Contractor will provide an estimate of the total programming charges in advance of beginning work and further notify the County if the ongoing estimate of total charges to completion should ever exceed the initial estimate. In no case will the County be billed for charges in excess of the greatest approved estimate.
- 1.4 **Payment Schedule.** Maintenance fees will be paid quarterly upon receipt of invoice from Contractor or as otherwise agreed upon between parties. Contractor shall invoice the County for all sums which the County owes Contractor hereunder, and the County shall pay each invoice within thirty (30) days after receipt thereof.
- 1.5 Rates will remain unchanged for 4 years. After that, there will be an increase of no more than 2.5% per year.

2. OTHER COMPENSATION

- 2.1 Other Compensation
 - a. **Fee for Additional Services.** If Contractor provides services requested in writing by the County which are in addition to the services specified in Exhibit A, the County shall as compensation for such additional services pay to Contractor a fee for service at \$195/hour.
 - b. **Expenses Relating to Services.** The County will not reimburse the Contractor for travel, lodging, and per diem expenses incurred by

Contractor and its employees in performing Contractor's obligations.

- c. Prior Approval. With respect to charges for any "Additional Services" or "Expenses relating to Services" as set forth above in Sections (a) and (b), Contractor will provide an estimate of the total charges for such "Additional Services" or "Expenses relating to Services" and shall obtain the County's prior approval in advance of incurring any such charges. Contractor shall immediately notify the County if the ongoing estimate of total charges to completion are likely to exceed the initial estimate. In no case will the County be billed for charges in excess of the greatest approved estimate.
- d. Telephone Line and Data Charges. All telephone and data charges incurred by Contractor in connection with Remote Dial-In Diagnostics and other system-related activities utilizing modems, telephone equipment and the use of telephone lines is not reimbursable by the County.
- e. Travel: Contractor shall comply with Travel policy stated in the agreement and prior County approval shall be obtained.
- f. Taxes. All maintenance charges under this Agreement are inclusive of any taxes legally imposed on the licensing, delivery, and use of GetCare. The Contractor shall be responsible for payment of any and all taxes or other governmental charges or fees attributable to the License granted herein.
- g. Changes in Charges Contractor may not change or increase the charges for any services provided during Contract Years 1-4.

EXHIBIT C

Performance Measure

1. Contractor shall meet at least 95% of the requirements outlined in the Requirement Traceability Matrix (RTM) document as outlined by County.
2. Contractor shall adhere to the priority guidelines to correct the defects 95% of the time as described under exhibit D.
3. Contractor shall guarantee that GetCare availability will meet or exceed 99.5% during business hours in any given calendar month, excluding excusable downtime.

EXHIBIT D

PRODUCT INFORMATION / MAINTENANCE AND SUPPORT

1. **DESCRIPTION OF THE SOFTWARE AND DOCUMENTATION**

1.1 Software. **GetCare** is a cloud-based system designed to meet the “OAAPS-SPR” data collection and reporting requirements of Area Agencies on Aging. The Software and all associated services will include the functionality defined in Contractor’s response to the County’s RP released on December 2, 2024 titled “SaaS Solution for Community-Based Organizations (CBO) Data Tracking System” which is hereby incorporated by reference – excluding deviations mutually agreed upon by both parties.

1.2 <u>Documentation</u>		
<u>n.</u>	<u>Quantity</u>	<u>Description</u>
	1	GetCare help materials (written + video tutorials)

2. **GRANT OF LICENSE**

- 2.1 Grant. Contractor hereby grants to the County a license with respect to the Software, subject to the terms and conditions set forth herein (the "License").
- 2.2 Scope. The License granted herein shall consist solely of: (i) the non-exclusive, non-transferable right of Contractor to operate the Software for the purpose of providing services solely in connection with the County’s existing business; and (ii) the right to receive and use the Documentation. The License granted herein shall not entitle the County: (a) to operate the Software on any equipment other than the County owned hardware; or (b) to operate the Software other than in connection with the County’s existing business; or (c) to permit any person or entity other than the County and its employees to operate the Software; or (d) to modify or enhance the Software in any respect; or (f) to transfer any right in the Software to any other person or entity.
- 2.3 Ownership. The County acknowledges and agrees that, as between Contractor and the County, title and full ownership of all rights in and to the System and all other materials provided to the County hereunder shall remain with Contractor. The County further acknowledges and agrees that the System, and all ideas and expressions contained therein, are proprietary information and trade secrets of Contractor.
- 2.4 Source Code Access. Contractor will make the source code for **GetCare** available to the County if Contractor goes out of business.

3. **DESCRIPTION OF SYSTEM INSTALLATION**

- 3.1 Hardware Installation. Hardware purchase, installation, and maintenance is solely the responsibility of the County.
- 3.2 SaaS Model. The **GetCare** information system is provided by the Contractor per a “software as a service” (or “SaaS”) model. Under this model, a flat monthly rate (see Exhibit B) covers all costs associated with hosting the system, including: (1) providing hosting services meeting / exceeding industry-standard levels of security, redundancy, and availability, (2) monitoring system performance and security, (3) providing technical support, (4) communicating with program staff on an ongoing basis to ensure that the system continues to meet operational needs, and (5) implementing general system enhancements (including, but not limited to, any/all system modifications necessary to meet changes to federal OAAPS reporting and

data collection requirements of the state CARS system). Under this model, the County will not need to purchase, install, upgrade, or support any third-party software or hardware.

4. **GENERAL MAINTENANCE SERVICES**

- 4.1 **General Maintenance Services.** Contractor will provide to the County the following types of services under this Agreement on all weekdays, Monday through Friday, from at least 8am to 5pm Pacific Standard Time, excluding holidays:
- a. **Telephone and E-Mail Support:** Contractor staff will be available to answer questions by telephone and e-mail concerning **GetCare**.
 - b. **Software Updates:** Updates to **GetCare** will be provided to fix application software errors or defects and to improve ease of use and performance. Such updates may include changes necessary to meet federal OAAPS-SPR reporting requirements. All general software updates will be provided as part of the SaaS model. The Contractor shall use its best efforts to achieve the following defect resolution response times based on the severity of the defect. Actual response times may vary according to the degree of difficulty of the defect. Defects are defined as anything in the product that does not function as intended or designed. Defects will be categorized and priorities will be assigned by the Contractor using the following guidelines:

Priority	Incident Description	Target Response
Severity 1 – Critical Impact	The product is not usable; no workaround is identified at time error is reported.	Update, correction, correction plan, or work around within four (4) hours; if correction requires a software modification and has no workaround and the system modification cannot be delivered in four hours, Contractor will provide an estimated time when the fix will be deployed and will update the County no less frequently than every four hours until system modification is deployed.
Severity 2 – Major Impact	Function or service is not available; a workaround is identified at time error is reported.	Update, correction, correction plan, or workaround within eight (8) hours; if correction requires a system modification and has no workaround, Contractor will provide an estimated time when the system modification will be deployed.
Severity 2 – Minor Impact	The product or function is not seriously affected; a workaround is identified.	The product or function is not seriously affected; a workaround is identified. Response and update within sixteen (16) hours. If correction requires a system modification, the system modification will be included in Contractor's next scheduled maintenance release of the system.

- c. **Error Correction:** An error is defined as any aspect of the software performance which does not conform substantially to the operation specified in the user documentation. The County's identified errors will

be corrected and brought into conformance with the user documentation.

- d. **Software Releases:** Software Enhancements and Error Corrections will be made available to Customers in Software Releases from time to time as considered necessary by Contractor.
- e. **New Documentation Releases:** Documentation to accompany Software Enhancements will be provided when available.
- f. **Technical Services Bulletins:** Contractor will provide Technical Services Bulletins to Customers from time to time. Such bulletins may include information concerning **GetCare** usage, third party software, and other matters considered relevant to Customers by Contractor. Technical Services Bulletins will be issued at the discretion of Contractor.
- g. **Site Availability Guarantees:** Contractor guarantees that **GetCare** availability will meet or exceed 99.5% during business hours in any given calendar month, excluding excusable downtime. If non-excusable downtime exceeds 0.5% in any given calendar month, in addition to any other remedies available to the County, Contractor will credit the County according to the following schedule:

Service Level (availability per month excluding excusable downtime)	Service Level Credit (percent of monthly ASP cost in pricing schedule)
99.5% or above	Non
98% -99.4%	5%
97.99 – 96%	10%
95.99 – 94%	25%
93.99 – 92%	50%

In order to obtain a service level credit for a given calendar month, the County must notify Contractor in writing within the first 10 days of the following month. Credit shall be applied against the next invoice. In the event the County has already paid the contract in full (and no further invoices shall issue as a result), Contractor shall remit to the County the credit due within 30 days.

- h. **Process of logging technical issues and tracking:** Contractor’s “Issue Manager” module allows stakeholders to view all pending and previous technical support requests (and sort by any variable), assign certain issues more priority than others, and monitor real-time progress toward issue resolution.

5. **ADDITIONAL MAINTENANCE SERVICES**

- 5.1 **Additional Maintenance Services.** Contractor will provide additional maintenance services at an additional charge. Contractor may require the County authorization in writing and/or a County Purchase Order before any service which results in billable costs is performed. Additional Maintenance Services includes, but is not limited to, the following

- a. **Custom Programming:** Requests for supplemental programming or customization of system features will be available for the County. Such requests will be reviewed by Contractor and, if accepted for implementation by Contractor, will be subject to the then hourly programming rate.

6. **WARRANTY**

- 6.1 **General Warranty** Contractor warrants to the County that Contractor has full right and authority to grant to Contractor the License herein and that Contractor's possession and use of the System in accordance with the License herein shall not infringe any United States copyright or patent.
- 6.2 **Performance** Contractor warrants to the County that **GetCare** application software contracted for by the County will perform in substantial compliance with the functionality defined in Contractor's response to the County's RFP released on December 2, 2024 titled "SaaS Solution for Community-Based Organizations (CBO) Data Tracking System" which is hereby incorporated by reference – excluding any deviations mutually agreed upon by both parties. 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, with respect to this agreement, or the software or other products, documentation or other products.
- 6.3 **Sole and Exclusive Remedy**. If the County believes a product does not conform to the above warranties at any time during the term of this Agreement, the County shall notify Contractor in writing. Contractor will use commercially reasonable efforts to repair or replace the software medium or bring the Licensed Programs into substantial conformance with the applicable specification at no additional cost to the County.

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

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

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

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

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

Name of 504 Person: Maria Githens

Name of Contractor(s): Collabrios Health

Street Address or P.O. Box: 3736 Mt. Diablo Blvd. STE. 300

City, State, Zip Code: Lafayette, CA 94596

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

Signature: *Brooke Morris*

Title of Authorized Official: Contracts Specialist

Date: 09/29/2025

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