

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND NOVIGO SOLUTIONS INC.**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Novigo Solutions, Inc., 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 designing, developing and implementing a Quality Assurance and Case Review System.

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

**A. 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 Monitoring  
Attachment H—HIPAA Business Associate Requirements Attachment I—§ 504 Compliance  
Attachment IP – Intellectual Property

**B. 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.

**C. 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 Four Hundred Seventy Eight Thousand Dollars (\$478,000)**. In the event that County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

**D. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 24, 2017, through January 23, 2020.

**E. Termination**

This Agreement may be terminated by Contractor or by the Human Services Agency Director 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.

**F. 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.

**G. Relationship of Parties**

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

**H. 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.

**b. 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.

**I. 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.

**J. Insurance**

**a. 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.

**b. 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.

**c. 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:

(a) Comprehensive General Liability... \$1,000,000

(b) Motor Vehicle Liability Insurance... \$1,000,000

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.

**K. 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, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (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. 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 or regulation, the requirements of the applicable law or regulation 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.

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

**a. 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.

**b. 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.

**c. 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.

**d. 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 Contractor's employee is of the same or opposite sex as the employee.

**e. 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.

**f. 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.

**g. Reporting; Violation of Non-discrimination Provisions**

Contractor shall report to the County Manager 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 Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;

- ii. disqualification of 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 Manager.

To effectuate the provisions of this Section, the County Manager 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.

**M. 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 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 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 if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

**N. 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.

**O. 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.

**P. 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.

**Q. 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 facsimile to the telephone number listed below or 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: Swati Deshpande, Manager  
Address: 400 Harbor Blvd Bldg C  
Belmont, CA 94002  
Telephone: (650) 802-6521  
Email: [sdeshpande@smcgov.org](mailto:sdeshpande@smcgov.org)

In the case of Contractor, to:

Name/Title: Mohammed Jarood, Vice President  
Address: 325 N. St Paul Street, Ste 3100  
Dallas, TX 75201  
Telephone: (408) 310-0090  
Facsimile: (844) 745-3508  
Email: [mjarood@novigosolutions.com](mailto:mjarood@novigosolutions.com)

**R. 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.



**S.     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.

\*           \*           \*

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: NOVIGO SOLUTIONS, INC.

	26 <sup>th</sup> December 2016	Mohammed Jarood Musthafa
Contractor Signature	Date	Contractor Name (please print)

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COUNTY OF SAN MATEO

By: \_\_\_\_\_

President, Board of Supervisors, San Mateo County

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

ATTEST:

By: \_\_\_\_\_

Clerk of Said Board

## **Exhibit A**

### **Services**

In consideration of the payments set forth in Exhibit B, Contractor shall develop an easy to use and accessible automated web-based solution which allows staff to easily track if public assistance applications are being processed within California's state mandated timeliness, quality, and accuracy standards.

#### **A. Programmatic Components**

In order to improve the quality of service delivery, Contractor will provide a tool that facilitates data entry of case reviews, re-reviews and corrective action reviews. Such tool will ensure the following:

- all relevant case elements are captured
- root causes and causal factors are identified
- workers and supervisors are able to enter free form comments
- program specific information are captured
- electronic exchange and error connection monitoring is completed in a timely manner
- all cases can be re-reviewed
- varying levels of access to the system
- system configuration to support reporting based on user-defined criteria; such as specific worker, supervisor, manager, unit or location
- provides the measurement of errors and establishes trends for common issues to identify appropriate corrective action to improve quality of service
- provides the ability to export data into other applications like Microsoft Access, Excel or other Business Intelligence Systems and generates canned and ad-hoc reports

#### **B. Technical Components**

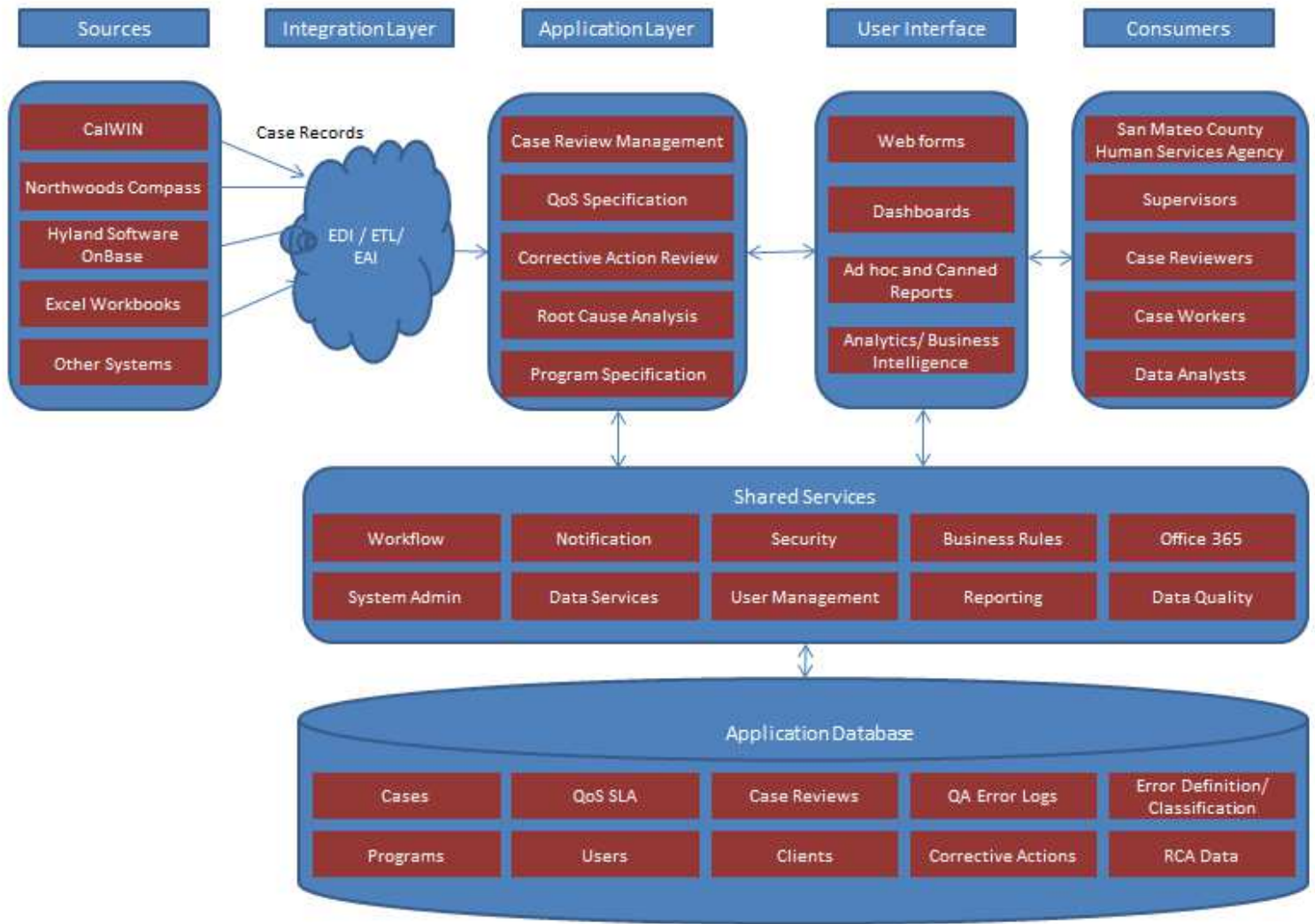
The solution is a Microsoft .NET MVC based web solution with MS SQL as the back-end database. The solution will be hosted in the cloud. It will include the following business modules:

- Case review / re-review
- Corrective Action review
- Root cause analysis
- Program specification
- Quality of Service SLA Definition
- Reports

The solution will include the following components and related features:

Component	Features
Workflow	Enable work/task assignment, prioritization, defining SLA, notification and alerts, monitor work queue, platform for collaboration, defining business rules for triggering tasks and/or alerts, approvals, reporting on workload.
Security	Provide mechanism for authentication and authorization
User Management	Define users and roles and manage permissions. These permissions can then be used determine particular workgroups can access particular cases. These can be used to ensure varying levels of access to the system. Management levels can be configured to generate reports based on specific work groups, units or locations.
User Interface	Provide the GUI for capturing data related to case reviews, program specifications, root cause analysis, corrective actions etc. Data entry will be through web forms.
Reporting	Provide dashboard and reports – ad hoc, canned, and interactive.
Data Quality	Assessing data quality is an important component for QA. This component enables defining the various data quality checking rules to analyze the records and report on completeness, consistency, duplicates, erroneous data etc.
Integration	Provide platform for services implementation and real-time integration with internal systems using standard messaging format.
Business rules	Provide ability to define business rules for setting “Alert” and “Epidemic” thresholds, for triggering automatic workflow tasks etc.
Data Services	Provides a common framework for the application layer to interface with the database layer. Data querying and update services will be provided. This includes data auditing services.

The solution design will be based on the following logic diagram:



## Data Migration

All required data in the existing databases will be migrated to the consolidated databases using Contractor's in-house developed migration tool. Existing databases may include, but are not limited to, General Assistance, CalWORKs, Medi-Cal, CalFresh, and CAPI. Contractor and the County of San Mateo will work together to determine the required data.

## Browser Support

The solution will be supported using the following browsers:

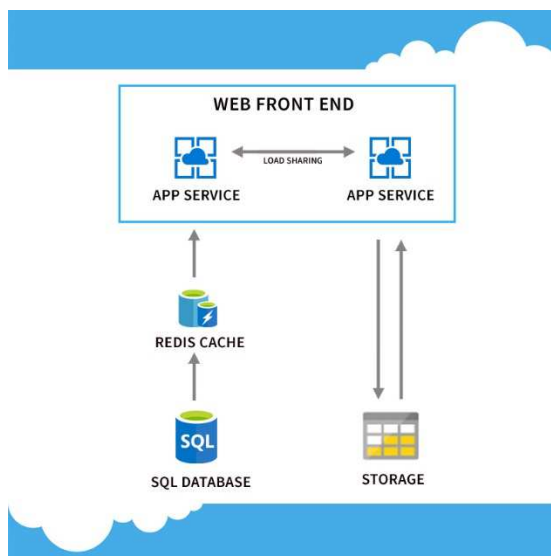
- Internet Explorer 10+
- Firefox 30+
- Google Chrome 15+

## Software and Hardware Requirements:

- Contractor shall provide cloud hosting, no other software license is required for cloud hosting. The setup will be done by Contractor. However County shall have the option to change services to have software installed on its premises.
- Hosting On Cloud (PaaS based)
  - Microsoft Azure for Cloud will be used for Implementation
  - Users can access it anytime using proper credentials
  - The cost of the cloud solution is included in Exhibit B

**Note:** The integration of third party software with cloud implementation will be elaborated during requirements gathering phase.

## Cloud Setup

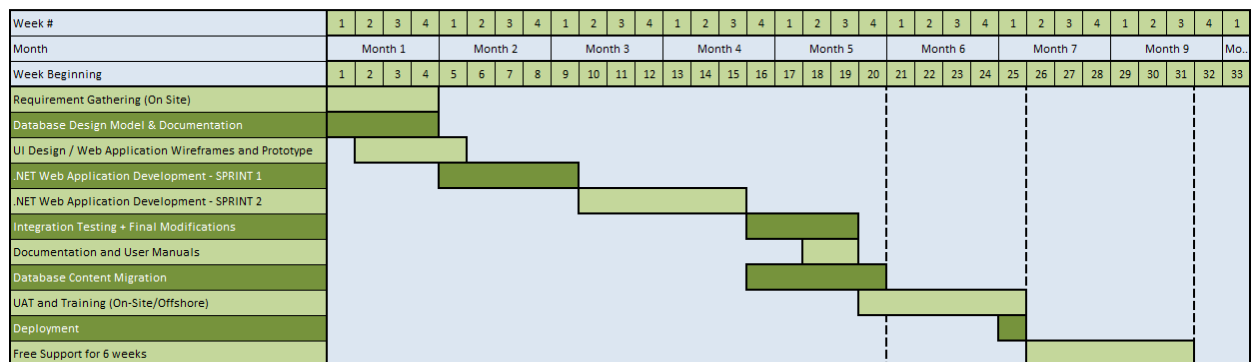


Contractor will be responsible for implementing the given solution on cloud services provided by Microsoft Azure. The hosting availability and security of all the instances used by Contractor for Cloud implementation are governed by Microsoft Azure SLA.

## C. Implementation timeline

The project duration is 19 weeks for Development, Integration and Testing, followed by 5 weeks of UAT by County of San Mateo. After Go-Live, Contractor will provide free warranty and support for 6 weeks. Post that, support will be provided on a paid basis. Support will be provided remotely from Contractor's location(s).

Technical Analyst will be stationed at HSA headquarters in Belmont, CA for a period of 8 weeks in total. First 4 weeks during requirement phase and another 4 weeks during training, UAT and Deployment phase.



The effective go-live date is 25 weeks from commencement of work.

Milestone	*Timeline	Deliverable	Sign-off Criteria
Advance: 1	At Project kick off	1) Statement of Work 2) Contract Agreement	The county of San Mateo and Novigo Solutions agree to sign off on the above deliverables.
2: End of Requirements Gathering	Week 1 to Week 4	Business Requirements Document (BRD)	The Count of San Mateo to approve and sign off on the above deliverables.
3: End of Sprint 1	Week 5 to Week 9	1) UI Prototype 2) Framework Components – Logging, Auditing, Caching, Security 3) User Management 4) Database Schema 5) Setting up of Quality templates	The demo of above modules to the County of San Mateo.

Milestone	*Timeline	Deliverable	Sign-off Criteria
5: Upon go live	Week 16 to Week 25	1) UAT 2) Database Migration 3) User Manuals 4) End User Training	UAT sign off by the County of San Mateo

*\*County shall have the option to adjust timeline to meet project goals.*

## D. Contractor Responsibilities

Contractor will provide professional services, technical support, and training required to assist in the end-to-end implementation of a Quality Assurance and Case Review System. To accomplish this, Contractor will:

- Configure and capture case elements and program specific information
- Identify root causes and causal factors and maintain this data for historical and trend analysis
- Allow electronic exchange and monitoring of correction of error findings on-time
- Allow the re-reviewing of cases
- Allow users to enter free-form comments and capture the audit trails
- Allow for different roles with different permission levels within the system, thereby allowing for varying access to the system
- Configure and set up reports for accuracy rates, monthly/annual trends, specific unit/supervisor/individual accuracy trends and root cause analysis related to quality review, quality control and quality assurance
- Export reports and data into other applications like MS Access, MS Excel and other Business Intelligence Systems
- Workflow configuration to ensure effective quality assurance feedback loop
- Automated system to allow Supervisors to track staff's quality assurance errors remediation timeliness and to track if public assistance applications are being processed within California's state mandated timelines
- Single Sign-On Authentication
- Data encryption as per HIPAA guidelines for sensitive data
- Data Migration to the new application
- Assign a maximum of 10 FTE for this project including a Senior Project Manager who will also act as single point of contact
- Provide training to HSA personnel on the usage of this solution in a train-the-trainer model
- Provide free warranty on this solution for a period not to exceed 6 weeks
- Provide options for Annual Maintenance and Support (AMC)
- Provide a dedicated email ID for support (Eg: hsa\_support@novigosolutions.com)
- Provide a dedicated and single point of contact for all support needs for the duration of the AMC contract
- Adhere to the SLA for the duration of the AMC contract



## E. Maintenance Level and Support

Contractor shall provide Technical support to the application software along with maintenance of deployment server. Maintenance, support and service shall include:

- A dedicated email ID for support (e.g.: [hsa\\_support@novigosolutions.com](mailto:hsa_support@novigosolutions.com))
- A dedicated and single point of contact (SPOC) for all support needs for the duration of the agreement
- A senior technical engineer will be assigned as the SPOC for the entire duration of AMC for 3 years
- SPOC will be available at all times during San Mateo's business hours (8 A.M PST – 5 P.M PST)
- In case more clarity is required, the SPOC will arrange for a telephonic conversation with San Mateo
- SPOC will participate in management, prioritization, minor enhancements, break fix activities, problem management, stability analysis, etc.
- The SPOC will have specific, deep understanding and expertise in the solution
- The SPOC may have root or administrator access to basic systems
- Contractor's engineers will require County approvals for Change Request management, identifying if an issue is a bug or a new feature and respond accordingly

Support requests are categorized into Priority 1, 2, 3 and 4 based on the type of issue.

**Priority 1:** Issues that cause application breakdown

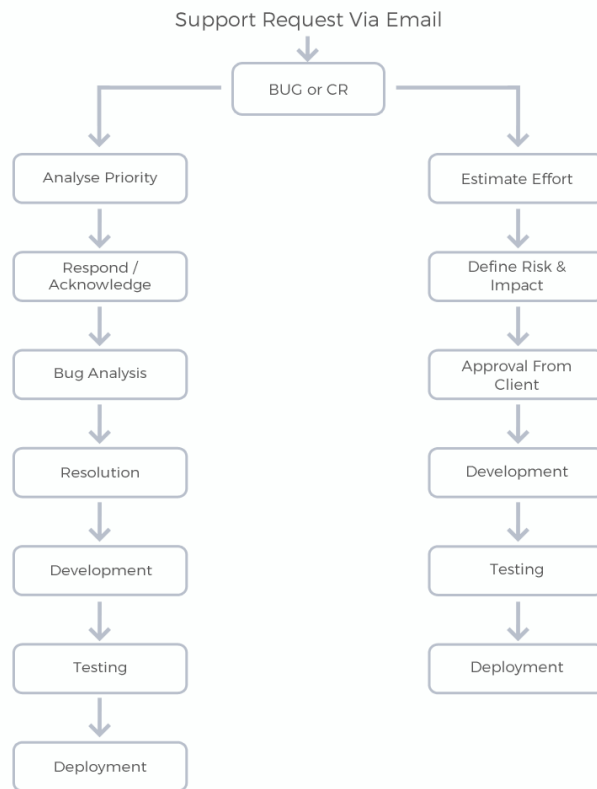
**Priority 2:** No application breakdown but impact to day-to-day usability of the application

**Priority 3:** Low priority issues/enhancements that are helpful in making it easier for the users to use the system

**Priority 4:** Low priority issues/enhancements.

Priority	Response Time	Resolution Time
Priority 1	4 Hr	8 Hr
Priority 2	4 Hr	8-12 Hr
Priority 3	8 Hr	24 Hr
Priority 4	18 Hr	40 Hr

## Diagram of Support Model



## Definition of Bug and Change Request

Every support request will initially be analyzed to understand if it's a Bug or a CR. The following definitions will be criteria to determine the nature of the support request in hand.

### Bug

Any error, flaw, failure or fault in the developed solution that causes it to produce an incorrect or unexpected result, or to behave in unintended ways, arising from mistakes and errors made in either the developed solution's source code or its design, or in components will be treated as a Bug.

### Bug resolution process

**Identify:** Once a bug is identified, the details of the bug is documented for the support person to better understand the problem in hand.

**Analyze priority:** The priority of the bug is analyzed and one of the priority levels is assigned to the bug.

**Response:** Based on the priority level, the support person will acknowledge and respond via email or call as required within the timelines set.

**Bug Analysis:** The support person will analyse the reason for the bug and try to understand the effect of the bug on the application.

**Resolution:** Once the resolution is found, the same is documented and the resolution is processed. The root cause analysis of the bug is done and the same is documented.

**Development, Testing & Deployment:** The documented resolution then proceeds to the development stage. After successful UAT, the bug is deemed to be resolved.

### Change Request (CR)

Any effort greater than 40 man hours, arising out of a request for a new functionality, enhancement to an existing functionality, changes in underlying platform or a problem report that identifies bugs will be treated as a Change Request (CR).

Changes in underlying platform will be any changes in the operating system used by County or in other systems used by County that will be integrating with the current solution.

### Change Management Process

**Initiate a CR:** Once a CR is initiated, the details of the CR need to be documented to help understand the changes that need to be implemented in the application.

**Estimate Effort:** The total effort and cost required to implement the change will be estimated during this phase.

**Define Risk & Impact:** The impact to the application from the change will be documented and also the risks involved with implementing this change will be listed.

**Approval:** The findings from the previous phases will be presented to County, explaining the necessity, feasibility and effect of the CR on the application. Once County approves the CR, request proceeds.

**Development, Testing & Deployment:** Once the CR is approved by County, it proceeds to the development stage. After successful UAT, the change is deployed to the application.

## Support Activities

- Respond to user queries as per the SLA timeline
- Investigate root cause and fix the issues as reported
- Fix bugs as reported
- Help and train the training teams in using the system.
- Resolve any Ad-Hoc issues reported
- Install and configure system software
- Upgrade system software and system configurations
- Use control panel software to make system changes
- Track issues through log files

- Tweak software and system configurations
- Find the cause of server load problems
- Restart services
- System hardening and hack prevention and cure
- Custom kernel compilations, if required
- Analyzing system problems and recommending solutions

Contractor will provide free warranty on all the components of the solution under the scope of this tender for a period of 6 calendar weeks from the date of issuing the acceptance certificate.

Contractor will also agrees to provide labor at zero cost during the warranty period. The cost for Maintenance and Support post free warranty period are provided in Exhibit B. Maintenance will be renewable at the start of every year and will end with termination of this agreement. County shall have the option to renew maintenance and support under a new or separate agreement upon termination of this agreement. Any change requests by the County during this agreements maintenance period will be done on a Time and Material (T&M) basis, over and above the cost quoted. Costs for change requests will be negotiated by the County and approved in writing.

A dedicated personnel of Contractor will be appointed, who will attend to all queries raised by County by email. The support engineer will be available during the business hours of County.

### **County's option to request additional services and modify services under this agreement**

County shall have the option to request additional services or modify services described in this agreement. Additional services or modification requests will be in writing to Contractor and agreed upon by both parties. Contractor shall be entitled to payment for all services performed prior to a modification of service request.

## Exhibit B

### Payments and Rates

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

#### A. Services

1. Contractor will invoice County upon completion of each milestone shown in the service payment table below for actual cost incurred.
2. County shall pay Contractor upon receipt and approval of invoices.
3. The total cost for service milestones including any taxes or fees shall not exceed **Two Hundred Forty Thousand Dollars, (\$240,000)**.

#### Service Payment Table:

Payment Terms	Milestone	Amount (USD)	Percentage (%)
<b>Milestone -1/Advance</b>	Start of Project	\$36,000	15
<b>Milestone-2/End of Requirements Gathering</b>	End of Week 4	\$24,000	10
<b>Milestone-3/End of Sprint 1</b>	End of Week 9	\$72,000	30
<b>Milestone-4/End of Sprint 2</b>	End of Week 15	\$72,000	30
<b>Milestone-5/Upon Go-Live</b>	End of Week 25	\$36,000	15
<b>Total - Solution Development</b>		<b>\$240,000</b>	<b>100%</b>

#### B. Annual Maintenance and Cloud Hosting

1. Contractor shall invoice County annually for Cloud Hosting and Maintenance for actual cost incurred based on the rates shown in Maintenance Table.
2. County shall pay Contractor upon receipt and approval of invoices.
3. The total cost for Maintenance and Cloud Hosting including taxes and fees shall not exceed **TWO HUNDRED EIGHTEEN THOUSAND DOLLARS, (\$218,000)**.

## Maintenance Table:

*Annual Maintenance Contract + Cloud Hosting charges		
Year 1 Maintenance + Cloud Hosting	End of Free Support	\$86,000
Year 2 Maintenance + Cloud Hosting	End of AMC-1	\$66,000
Year 3 Maintenance + Cloud Hosting	End of AMC-2	\$66,000
Total Maintenance + Cloud Hosting Costs		\$218,000

\*Year 1 starts 6 weeks after solution acceptance for a full year and Year 2 and 3 are prorated through the term of the agreement. Except for year 1, these are not actual full years of maintenance.

Cloud Hosting pricing through Microsoft Azure are tentative and subject to change. County shall pay Contractor for actual cost of pricing increases to maintain service. Contractor agrees to give County advanced notice of any rate increases as a result of pricing increases by Microsoft.

## C. Contingency

A contingency amount of **Twenty Thousand Dollars, (\$20,000)** has been added to this agreement for unanticipated costs and any additional services. Contractor is not entitled to any portion of this amount unless approved by County in writing. All additional services and costs are subject to negotiation by County and approval of any proposals for additional services.

## D. Invoicing and Total Cost of Services

1. All payments for services under this agreement must support the descriptions and terms shown in Exhibit A and Exhibit C. Services performed outside of the descriptions and terms of this agreement may be deemed as disallowed costs. Such costs deemed as disallowed cost are not due to Contractor. Contractor is not entitled to payment for services under this agreement that are not rendered.
2. Services performed by Contractor are subject to performance monitoring. County has the right to withhold payment if the performance, quality or quantity of service is unsatisfactory until the issue is resolved or until resolved by legal remedy. County will issue to Contractor in writing the intent to withhold any payment along with a corrective action plan. Contractor will be responsible for responding to the corrective action plan within 10 business days.
3. Invoices and disputes should be emailed to:

Swati Deshpande  
[sDeshpande@smcgov.org](mailto:sDeshpande@smcgov.org)  
(650) 802-6521

4. In no event shall services, taxes, fees exceed the total agreement obligation of **Four Hundred Seventy Eight Thousand Dollars, (\$478,000)**.

**Exhibit C**  
**Performance Monitoring**

Services described in Exhibit A and payments described in Exhibit B provided under this agreement are subject to performance monitoring. Contractor shall comply with the following performance requirements.

Performance Activity	Performance Standard
Application Availability	99% of the time is operational, functional and usable.
Application Maintainability	At all phases of the software development will follow the same development standards.
Support Quality	Bug fixes / changes request implementation will follow the same rigorous quality checks as followed in Development.
Application response time	Broadly all the pages have been classified into Simple, Medium and Complex categories. Simple - 1 to 2 seconds Medium - 2 to 5 seconds Complex - 5 to 6 seconds
Data Ownership	Novigo Solutions will take complete data ownership of all the data and backup activities. The backup activity will be schedules to auto backup the site every night and archive the dump for a specified duration and auto destroy it.
Release Quality within user acceptance testing (UAT)	During the UAT phase, the issues identified will be resolved by following the same rigorous quality checks as followed in Development.
Deliverable(s) produced in Change Request Delivered to UAT on Schedule	Deliverable(s) produced in Change Request and included in a release shall be delivered to UAT no later than the baseline planned Release to UAT date set forth in Release Work Plan.
Bug Resolution Timelines	Performance standard will adhere to the standards defined in Exhibit A Service Level response times.
Disaster Recovery	Verify annually that disaster recovery procedures and facilities exist and that tests have been performed to allow for alternate means of System Availability within 24 hours in the event a Disaster has been declared for the Central Site Facility.  DR for application is ensured by adopting geo-replication feature in cloud, which maintains instances in different geographical locations and is handled by Microsoft Azure.
Performance Activity	Performance Standard

Backup completion & Server data Retention	<p>Database will be backed up to the storage account on a daily basis, with a retention period of 7 days.</p> <p>Storage will be replicated using geo-redundant feature with a retention period of 7 days.</p> <p>The cache instance has a two node primary/secondary configuration managed by Microsoft with a high availability SLA.</p>
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## Attachment H

### Health Insurance Portability and Accountability Act (HIPAA)

### Business Associate Requirements

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#### **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.

#### **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 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 designated 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 County at the request of County or the Secretary, in a time and manner designated by 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.

#### **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.

#### **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.

#### **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.

#### **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.

## **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.

## **Attachment IP**

### **Intellectual Property Rights**

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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 County under this Agreement. Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of 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, 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 County, shall assign to 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 County.
4. To the extent any of the Work Products may be protected by U.S. Copyright laws, Parties agree that County commissions Vendors to create the copyrightable Work Products, which are intended to be work-made-for-hire for the sole benefit of County and the copyright of which is vested in 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 County, Contractor hereby assigns and shall require all persons performing work pursuant to this Agreement, including its subcontractors, to assign to 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 County requests cooperation of Contractor to perfect 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 County in the Work Products with no additional charges to County beyond that identified in this Agreement or subsequent change orders. 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 **ATTACHMENT IP** to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such that County's titles, rights, and interests in Work Products are preserved and protected as intended herein.