AMENDMENT NO. 2 TO ONE-E-APP MAINTENANCE & ENHANCEMENT AGREEMENT DATED JULY 1, 2010 BY AND BETWEEN THE COUNTY OF SAN MATEO AND SOCIAL INTEREST SOLUTIONS, INC.

This Amendment No. 2 to One-e-App Maintenance Agreement By and Between the County of San Mateo and Social Interest Solutions, Inc. ("Amendment") is made effective July 1, 2013, and amends that certain agreement entitled "One-e-App Maintenance and Enhancement Agreement" dated July 1, 2010 (the "Agreement") by and between the County of San Mateo ("Client") and Social Interest Solutions, Inc. ("SIS"). This Amendment amends the Agreement as set forth below.

This Amendment is an integral part of the Agreement and except as set forth herein, is subject to its terms and conditions. In the event of any conflict between the Agreement and this Amendment, this Amendment shall control. Except as to those portions of the Agreement which are modified by this Amendment, the terms and conditions of the Agreement shall continue in full force and effect.

NOW, THEREFORE, in consideration of the mutual promises of the undersigned parties, and for other good and valuable consideration, the parties hereby enter into this Amendment as set forth below.

AMENDMENT TO EXHIBIT A OF THE AGREEMENT. The undersigned parties agree that the following will be added to the Maintenance section of Exhibit A of the Agreement:

3. Extending the Maintenance for 1 year

Business Need

One-e-App is used in the County of San Mateo for a broad range of programs that provide benefits for persons in need, including the adult indigent population screened for eligibility in the County's Coverage Initiative program called ACE. Under the State of California 1115 Medi-Cal Waiver approved by the federal government, San Mateo County launched a new health coverage program for adult uninsured low-income residents effective July 1, 2011. This new program is San Mateo's version of the Low Income Health Program ("LIHP") and is known as the San Mateo County Medicaid Coverage Expansion ("MCE") program. At the same time, San Mateo County reinstated the deprivation logic programmed in One-e-App for preliminary eligibility determination of the Medi-Cal program.

As the County prepares to adapt to California's implementation of the Federal health reform law, the Affordable Care Act (ACA), it seeks to maintain uninterrupted eligibility screening and local health program maintenance while positioning itself to maximize the benefits of the ACA for the County's residents. As such, San Mateo County wishes to extend its current maintenance agreement for one year, through June 30, 2014 at its July 2012 maintenance fee level. The County expects to release a Request for Proposals during 2013 for an eligibility system that can facilitate the new roles the County will play under California's January 2014 implementation of the ACA. An extension of this contract will assure uninterrupted service to County residents seeking health coverage and position the County to adapt its role by January 2014.

Proposed Solution

Maintenance

- Maintain a production technical environment and telecommunications infrastructure to host the One-e-App application, which will include the centralized SQL Server database with a specific database instance that is allocated and secure for the Client, but infrastructure shared by other One-e-App clients.
- Maintain a training environment (also used for user acceptance testing) for the One-e-App application that is a replica of the One-e-App production environment and available to the Client to conduct demonstrations and training as coordinated with SIS.
- Maintain the One-e-App production and training technical environments (in accordance with Exhibit B) for the term of the contract which includes the following services:
 - Secondary-level help desk support (9:00 AM 5:00 PM PST, Monday through Friday);
 - Bug fixes to the One-e-App application, as implemented (Bugs introduced as a result of enhancements made on behalf of the Client are not considered maintenance, but will be addressed and resolved as part of the preparation for implementing the enhancement in accordance with the performance standards set forth in Exhibit B);
 - Server hardware and software maintenance:
 - Installing third party software upgrades, where appropriate
 - Maintaining or managing maintenance agreements with third party software vendors where the third party software is used as part of the production environment
 - o Installing patches, where appropriate
 - Installing point release upgrades, where appropriate;
 - Weekly maintenance tasks to ensure that an optimal state of the system architecture (i.e. defragmentation of the operating system and databases)
 - Establish virus protection by running anti-virus software at the server level;
 - Monitor and review system performance, consisting of:

- Availability of system
- Document management solution
- Monitor interface activity
- Testing One-e-App application performance on a monthly basis, or more frequently, if necessary;
- Maintenance of real time and batch interface activity
- Maintenance of daily batch jobs
- Periodically validate that the Health-e-App and CalWIN interfaces stays in sync with appropriate systems of record
- Maintenance and monitoring of data replication processes and the FTP site
- Management of the telecommunications infrastructure for the hosted Onee-App application at the One-e-App Data Center, including:
 - Switch
 - Router
 - Load balancer
 - Fax servers
 - T1
 - Fax telephone
 - Help desk phones and conference call telecommunication services required to support the One-e-App application
 - Verisign certificates and encryption key
- Monitoring of the system architecture on a daily basis
- Monitoring the activity on the network
- o Monitoring the web server memory, hard disk and CPU performance
- Space management on production servers
- Perform database management
- Perform daily incremental back-up on-site and weekly off-site storage
- Conduct performance monitoring weekly, that includes regular stress testing
- Conduct database sizing analysis monthly
- o Monitor the One-e-App database instances
- Monitor the timely and complete distribution of data to the Client based on the process established at May 31, 2010.
- Establish and maintain a contingency or disaster plan to protect the Client in case of a system failure which is available to the Client upon request.
- Perform eligibility rules changes as required by the State or the Client. In addition, if these hours are not used to support changes to eligibility, the Client can use these hours to apply to other change orders as they desire. These changes will not exceed 40 hours per year of eligibility rules changes. Should the changes exceed 40 hours per year, SIS will provide the Client with the resource, timeframe, and cost impacts of the proposed change.
- o Monitor and report interconnections between One-e-App Counties
- Provide weekly status reports on help desk calls.

- Maintenance and support performance standards are delineated within Exhibit B.
- Conduct weekly quality audit checks of eligibility files sent to the Health Plan of San Mateo to ensure accuracy of data

Costs

Based on the changes requested above and the proposed solution we have provided the estimate cost to develop, test and implement these changes:

Maintenance extended for additional one year

One-e-App Maintenance

\$172,812

The total cost of this Amendment is ONE HUNDRED SEVENTY TWO THOUSAND EIGHT HUNDRED AND TWELVE DOLLARS (\$172,812) for a maximum obligation of EIGHT HUNDRED NINETY TWO THOUSAND SIX HUNDRED THIRTY ONE DOLLARS (\$892,631). Maintenance is due on the first day of the month and paid in 1/12th increments.

SIS will send an invoice of the maintenance fees on a monthly basis.

Timeline

Based on the responsibilities and assumptions set forth herein, the maintenance period will run from July 1, 2013 through June 30, 2014.

Any change in scope will be discussed with the Client and an estimated impact on resources along with a cost estimate of the change in scope will be mutually agreed upon, before any additional work is initiated.

Termination Procedure:

Upon the expiration of the Agreement or SIS's receipt of Notice of Termination of the Agreement by the County, SIS will provide any turnover assistance services necessary to enable county or its designee to effectively close out the Agreement and move the work to another vendor or perform the work itself. The County shall pay on a time and materials basis at the rates in the Agreement subject to written amendment to perform such work and SIS agrees that any of its out of pocket costs which will be reimbursed by the County will not be marked up to include profits. Within ten days of receipt of Notice of Termination, SIS shall provide in an up-to-date usable copy of the San Mateo County data records. SIS will ensure that all consent or approvals to allow SIS and its subcontractors to provide assistance required following termination or expiration have

been obtained, on a contingent basis, in advance and will be provided by the applicable third parties at no cost or delay to the County.

We appreciate the opportunity to work with San Mateo County on this important project. If this Change Order is consistent with your understanding, please indicate so by countersigning this letter and returning it to the address above

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date of July 1, 2013.

SOCIAL INTEREST SOLUTIONS, INC.	THE COUNTY OF SAN MATEO
By: Claudia Page Printed Name: Claudia Page Title: Director	By: Printed Name: Title: President, Board of Supervisors, San
ATTEST:	
BY:	
Clerk of Said Board	

ATTACHMENT I

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

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

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

The Co	ntractor(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.
	Social Interest Solutions, Inc. Name of 504 Person - Type or Print
	Claudia Page, Director Name of Contractor(s) - Type or Print
	1333 Broadway Street, Suite 1020 Street Address or P.O. Box
	Oakland, CA 94612 City, State, Zip Code
I certify	y that the above information is complete and correct to the best of my knowledge.
	Signature
	Title of Authorized Official
	Date

*Exception: DHHS regulations state that:

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