

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
CHARLES H. MACK AND ASSOCIATES, INCORPORATED**

THIS AGREEMENT, entered into this _____ day of _____ ,
2013, by and between the COUNTY OF SAN MATEO, hereinafter called "County,"
and CHARLES H. MACK AND ASSOCIATES, INCORPORATED, hereinafter called
"Contractor";

WITNESSETH:

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

WHEREAS, it is necessary and desirable that Contractor be retained for the
purpose of providing licenses for its Q Continuum software system and related
services.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO
AS FOLLOWS:**

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by
reference herein:

Exhibit A—Services

Exhibit B—Payments and Rates

Exhibit C—HIPAA Business Associate Requirements

Attachment A— Q Continuum System End User Software License and Support
Agreement

2. Services to be Performed by Contractor

In consideration of the payments set forth herein and in Exhibit B, Contractor shall
perform services for County in accordance with the terms, conditions and
specifications set forth herein and in Exhibit A. Software licenses granted and
services to be performed pursuant to this Agreement are governed exclusively by
the Q Continuum System End User Software License and Support Agreement
(Addendum B) and to the extent that there is a conflict between the Q Continuum
System End User Software License and Support Agreement (Addendum B) and any
other agreement between the parties, the Q Continuum System End User Software
License and Support Agreement shall govern.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. The County reserves the right to withhold payment in the event of a material breach of this Agreement by CH Mack. In no event shall the County's total fiscal obligation under this Agreement exceed FIVE HUNDRED FORTY-THREE THOUSAND EIGHT HUNDRED SEVENTY DOLLARS (\$543,870).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from February 1, 2013 through January 31, 2016.

This Agreement may be terminated by Contractor, the Chief of the Health System, or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination of this Agreement, the Q Continuum System End User Software License and Support Agreement, including all licenses granted to the County thereunder and paid for before termination of this Agreement, shall remain in effect unless the Q Continuum System End User Software License and Support Agreement is also terminated in accordance with its terms. Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of outside funding. Any licenses ordered by the County and not paid for due to lack of funds shall not be valid.

6. 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 the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, resulting from the negligence of Contractor, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) direct

damages to any property of any kind whatsoever and to any third-party belonging, or (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be liable by reason of its own negligence or willful misconduct.

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

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by Contractor under this Agreement except as otherwise provided herein without the prior written consent of County, which shall not be unreasonably withheld. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement. This restriction does not apply to the Q Continuum System End User Software License and Support Agreement.

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the 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 the County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and it will comply with such provisions before commencing the performance of the work of this Agreement if and to the extent that Contractor has employees in California covered by such laws.

- (2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect it 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 contractors operations under this Agreement, whether such operations be by itself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- | | |
|---|-------------|
| (a) Commercial General Liability | \$1,000,000 |
| (b) Motor Vehicle Liability Insurance | \$1,000,000 |
| (c) Professional Liability | \$1,000,000 |

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of commercial general liability insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees 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, the County of San Mateo 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 pursuant to this Agreement.

10. Compliance with laws; payment of Permits/Licenses

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, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and incorporated by reference, which prohibits discrimination on the basis of handicap 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 State, Federal, County, or municipal law or regulations, the requirements of the applicable law 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.

11. Non-Discrimination and Other Requirements

- A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* 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 of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* 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 a court of competent jurisdiction, including but not limited to
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by law.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records, at the County's sole expense, with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph following a non-appealable final judgment of a court or competent jurisdiction against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and

Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits to California employees, if any, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

13. Retention of Records, Right to Monitor and Audit

(a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California, at the County's sole expense.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, 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, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

14. Merger Clause

This Agreement, including the Attachments and Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto 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 this body of the 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 this 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 shall be in writing and signed by the parties.

15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

16. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United States mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt for transmittal, charges prepaid, addressed to:

In the case of County, to:

Heather Ledesma, Financial Services Manager
County of San Mateo
Aging and Adult Services
225 37th Avenue, Rm. 140
San Mateo, CA 94403

In the case of Contractor, to:

Chris Eldridge, CFO
Charles H. Mack and Assoc., Inc.
10101 Alliance Road, Suite 10
Cincinnati, OH 45242

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO


By: _____
President, Board of Supervisors, San Mateo
County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

CHARLES H. MACK AND ASSOCIATES, INCORPORATED

 Christopher Eldridge, CFO
Contractor's Signature

Date: 3/5/13

Long Form Agreement/Non Business Associate v 8/19/08

Exhibit A – Services

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

Contractor will provide the Q Continuum System, an automated case management system that meets the California Aging Reporting System (CARS) and Multipurpose Senior Services Program reporting requirements. This application will also be used as the source case management system for all programs of Aging and Adult Services.

Contractor will work with County and State of California on the ability to upload daily client data from the Case Management and Payroll System II (CMIPS II) system into the Q application, as requested by County.

Contractor will work with County on any enhancements to the Q System or the Uniform Assessment Tool, which was created by County with approval of InterRAI, Inc. Contractor will work with County to develop any enhanced reports from the Q System or the Uniform Assessment Tool, as requested by County.

Contractor will provide training to County staff, as needed and requested by County, at the Training rates provided in Exhibit B.

Contractor will provide Escrow services as requested by the County.

Contractor will provide updates to the Q System as necessary, at the Training rates provided in Exhibit B.

The methods and techniques used to provide services to the County are within the Contractor's discretion, but subject to any County Information Services Department's technology policies, guidelines, and requirements attached to the Agreement. The amount of time, specific hours, and location of the performance of Contractor's services is also left to the Contractor's discretion provided that Contractor coordinates with County departments as needed.

The following terms are incorporated herein by reference:

Contractor Technology - means the Licensed Software, Services, Training, Support, Documentation, Training Materials, Updates, and Enhancements provided by Contractor to County under this agreement.

Effective Date - means the date that this Agreement is approved by the County of San Mateo Board of Supervisors.

Licensed Software - means the specific software applications developed by the Contractor called the Q Continuum System together with any Updates or Enhancements.

Enhancement - means a modification of any of the Licensed Software, in object code format, that is generally released by Contractor, and any release, option, future product, of upgrade in features, functionality or performance of the Licensed Software, which Contractor may license separately for an additional fee. Enhancement will include new major version releases denoted by a change to the left of the first decimal point (e.g., v3.0 to 4.0).

Escrow Services - means software backup services provided for a separate fee by Contractor in the event of certain business conditions under which County desires protection.

Standard License - means a named user license, for which there is a one-time fee that provides the user with full access to all features in the Q Continuum System except for that provided with a Field License.

Field License - means a current user license, for which there is a one-time fee that provides a named user with a Standard License to check out data, update it in the field, and then check the data back into the central Q Continuum System data base. A Field License includes all functionality of a Standard License.

Provider License - means a named user license, for which there is a one-time fee that provides the user with access to a limited subset of features of the Q Continuum System.

InterRAI-HC Uniform Assessment Tool - means a specific assessment tool provided by InterRAI which is independent of Contractor Licensed Software.

CH Mack 837i Service (ACS X12 5010) - means the new version of transaction format required by the State of California for the submission of the billing/reporting for the Multipurpose Senior Services Program. This was previously called the IWAY Integration Tool.

Update - means a modification of any of the Licensed Software, in object code format, that is generally released by Contractor, including corrections to existing functionality so that the Licensed Software materially conforms to the Documentation. Updates will include all a) bug fixes, patches, and maintenance releases, and b) new point releases denoted by a change to the right of the first decimal point (e.g., v3.0 to 3.1). Updates will not include any release, option, future product, or any upgrade in features, functionality or performance of the Licenses Software which Contractor licenses separately or offers for an additional fee.

Version - means a numbered release of the License Software that contains additional features and functions as defined in the user documentation.

Exhibit B – Payments and Rates

In consideration of the services provided by Contractor in Exhibit A, County shall pay Contractor based on the following fee schedule:

Existing Licenses – Under prior Agreements with Contractor, County has acquired, and has paid in full, the following licenses:

158 Standard Licenses
15 Field Licenses

Additional Licenses – Upon County's written request, Contractor shall deliver additional licenses and County shall pay Contractor one-time fees as follows:

	Number Purchased	License Fee
Standard Licenses	1-50	\$1,600.00
Standard Licenses	51+	\$1,200.00
Field Licenses	1-50	\$800.00
Field Licenses	51+	\$600.00
Provider Licenses	1-50	\$800.00
Provider Licenses	51+	\$600.00

Payment for additional licenses is due upon delivery.

Maintenance and Support - Contractor shall provide Maintenance and Support services as described in Attachment B, Q Continuum System End User Software License and Support Agreement for the Licensed Software. County shall pay Contractor \$500 per year for each Standard, Field, and Provider License. Maintenance and Support fees for Existing Licenses shall be paid annually in advance within 30 days after receipt of Contractor's invoice. Payment for Maintenance and Support for additional licenses shall be due upon delivery, with the first year prorated and then on an annual basis thereafter.

Other Fees

837 HIPAA – Fees

Training – Upon County's written request, Contractor shall provide additional or customized on-site training at the rate of \$1,250.00 per day plus out of pocket expenses for travel.

Consulting Services – Upon County's written request, Contractor shall provide consultation services to enhance the County's use of the system. Services and terms will be defined in a separate Statement of Work (SOW). Contractor's rate for such services is \$225.00.

Out of Pocket Expenses – County shall pay all authorized and reasonable out of pocket expenses incurred by Contractor to perform Contractor's services under this Agreement. County will require Contractor to provide receipts to verify expenses.

Sales Tax – County shall pay Contractor for any sales tax incurred by Contractor as a result of Contractor performing Contractor's duties under this Agreement.

Invoicing – Contractor shall invoice County on a monthly basis for all services provided for or due to Contractor under this Agreement during that month. County shall pay Contractor for all authorized services within 45 calendar days of receipt of the invoice. Disputed amounts not paid by County shall not be considered a breach by County. County shall provide Contractor in writing the reasons for all disputed amounts. Both parties shall then work in good faith to resolve the dispute within 30 days. If dispute is not resolved within 30 days, Section 15 of this Agreement shall be followed.

In no event shall the total payment for services under this Agreement exceed FIVE HUNDRED FORTY-THREE THOUSAND EIGHT HUNDRED SEVENTY (\$543,870). However, Contractor will not be obligated to provide any licenses or services for which it is not paid. The County has the right to withhold corresponding payment if the quality or quantity of the work performed is unacceptable.

Exhibit C
Health Insurance Portability and Accountability Act (HIPAA)
Business Associate Requirements

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 section 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. *Designated Record Set*. “Designated Record Set” shall have the same meaning as the term “designated record set” in Section 164.501.
- b. *Electronic Protected Health Information*. “Electronic Protected Health Information” (“EPHI”) means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- c. *Individual*. “Individual” shall have the same meaning as the term “individual” in Section 160.103 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- d. *Privacy Rule*. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.
- e. *Protected Health Information*. “Protected Health Information” 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 Contractor from or on behalf of County.
- f. *Required By Law*. “Required by law” shall have the same meaning as the term “required by law” in Section 164.103.
- g. *Secretary*. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- h. *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, but does not include minor incidents that occur on a daily basis, such as scans, “pings”, or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate
- i. *Security Rule*. “Security Rule” shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

Obligations and Activities of Contractor

- a. Contractor 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. Contractor agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.
- d. Contractor agrees to report to County any use or disclosure of the Protected Health Information not provided for by this Agreement.
- e. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
- f. If Contractor has protected health information in a designated record set, Contractor 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.
- g. If Contractor has protected health information in a designated record set, Contractor 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.
- h. Contractor 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 Contractor on behalf of, County available to the County or to 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.
- i. Contractor 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.

- j. Contractor agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (i) of this Schedule, 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.
- k. Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Contractor creates, receives, maintains, or transmits on behalf of County.
- l. Contractor shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- m. Contractor shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- n. Contractor shall report to County any Security Incident within 5 business days of becoming aware of such incident.
- o. Contractor shall make its policies, procedures, and documentation relating to the security and privacy of protected health information, including EPHI, available to the Secretary of the U.S. Department of Health and Human Services and, at County's request, to the County for purposes of the Secretary determining County's compliance with the HIPAA privacy and security regulations.

Permitted Uses and Disclosures by Contractor

Except as otherwise limited in this Schedule, Contractor 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 Contractor 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 Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, 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 Protected Health Information that County has agreed to in accordance with Section 164.522.

Permissible Requests by County

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

Duties Upon Termination of Agreement

- a. Upon termination of the Agreement, for any reason, Contractor shall return or destroy all Protected Health Information received from County, or created or received by Contractor on behalf of County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.
- b. In the event that Contractor determines that returning or destroying Protected Health Information 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 Protected Health Information is infeasible, Contractor 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 Contractor maintains such Protected Health Information.

Miscellaneous

- a. *Regulatory References.* A reference in this Schedule to a section in the 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 Contractor 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 Contractor

(rev. 8/08)

Q Continuum System End User Software License and Support Agreement

This Agreement is entered into pursuant to an agreement between THE COUNTY OF SAN MATEO (“Licensee”) AND CHARLES H. MACK AND ASSOCIATES, INC. (“CHMI”) (the “License Purchase Agreement”) but it constitutes a separate and independent agreement establishing the terms of licenses purchased pursuant to the License Purchase Agreement and related support services. Expiration or termination of the License Purchase Agreement does not terminate or otherwise affect this Agreement.

I. Definitions

The following terms are incorporated herein by reference:

A. Licensed Software - means the specific software applications developed by CHMI called the Q Continuum System together with any Updates and Enhancements

B. CHMI Technology - means the Licensed Software, Services, Training, Support, Documentation, Training Materials, Updates, and Enhancements provided by CHMI to Licensee under the Agreement.

C. Documentation - means CHMI's then current on-line help guide and any written manuals and other materials published by CHMI and made generally available by CHMI regarding the Q Continuum System.

D. Update - means a modification of any of the Licensed Software, in object code format, that is generally released by CHMI, including corrections to existing functionality so that the Licensed Software materially conforms to the Documentation. Updates will include all a) bug fixes, patches, and maintenance releases, and b) new point releases denoted by a change to the right of the first decimal point (e.g., v3.0 to 3.1). Updates will not include any release, option, future product, or any upgrade in features, functionality or performance of the Licensed Software which CHMI licenses separately or offers for an additional fee.

E. Enhancement - means a modification of any of the Licensed Software, in object code format, that is generally released by CHMI, and any release, option, future product, or upgrade in features, functionality or performance of the Licensed Software, which CHMI may license separately for an additional fee. Enhancements will include new major version releases denoted by a change to the left of the first decimal point (e.g., v3.0 to 4.0).

II. Grant of Rights.

A. License Grant - In consideration of the payment of license fees set forth herein, CHMI hereby grants to Licensee a non-exclusive, non-transferable, worldwide license, to use CHMI Technology in machine-readable form (object code) and all related Documentation subject to the terms and conditions of the Agreement. This license is perpetual unless terminated in accordance with this Agreement. Licensee may use the Licensed Software, as it deems appropriate in the exercise of its sole discretion in accordance with the terms of the Agreement.

B. License Restrictions - Licensee acknowledges that, except as stated in the Agreement, Licensee is not granted any right or title to the CHMI Technology or any intellectual property rights therein. Licensee may not use, reproduce, demonstrate, distribute or sell the CHMI Technology in any manner or for any purpose except as specifically permitted under the Agreement.

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

Licensee may not remove any of CHMI's trade names, trademarks, copyright notices or any other CHMI identifiers or proprietary notices appearing on splash screens, Documentation or any other material provided by CHMI. Each copy of the CHMI Technology or Documentation reproduced by, or on behalf of Licensee, will contain the proprietary notices placed by CHMI on the media or within the code of the Licensed Software or on the Documentation, or Training Materials. Licensee may not use, copy, rent, lease, sell, modify, decompile, disassemble, otherwise reverse engineer or transfer the Licensed Software except as provided in the Agreement. Any unauthorized use may result in immediate termination of the Agreement at the sole discretion of CHMI.

All licenses for the Licensed Software and other CHMI Technology held by Licensee, whether acquired previously or during the current Term, are governed by this Agreement.

III. Support and Training

A. General Support - CHMI will use its reasonable efforts to address any bugs, malfunctions or other non-conformities reported by Licensee and to issue an Update resolving such issues as soon as reasonably practicable consistent with CHMI standard guidelines for response to such incidents, with due regard for the severity of the bug, malfunction, or non-conformity incident.

B. Product Support - CHMI will provide Maintenance Support to Licensee for Updates to the Licensed Software as set forth in Exhibit 2 ("Product Support"). In addition, CHMI will provide Development Support to Licensee for Enhancements to the Licensed Software subject to payment of the Development Support Fees specified in Exhibit 2.

C. Training - CHMI will provide Licensee with technical training with respect to the Licensed Software, in accordance with Exhibit 3 "Training".

IV. CHMI and Licensee Rights and Obligations

A. Marketing - CHMI may market, advertise and otherwise promote the Licensed Software, as it deems appropriate at its sole discretion. CHMI may include reference to Licensee's use of the Licensed Software in its general marketing and promotional material and issue a press release acknowledging the existence of the Agreement which specific terms shall remain confidential.

B. Compliance With Laws - CHMI will comply with all applicable laws and regulations in its use, marketing, distribution, and support of the Licensed Software.

C. Warranty

1. Training and Services Warranty - CHMI warrants that any training and ancillary services (such as customer support) contracted to be performed by CHMI pursuant to the Agreement will be performed in a professional manner consistent with generally accepted industry standards. If Licensee wishes to obtain additional consulting services or professional services from CHMI, a separate Statement of Work will be agreed between the parties.

2. Anti-Virus Warranty - CHMI represents and warrants that the media containing the Licensed Software, any download, Update, or Enhancement will not contain any virus, worm or other code or routines designed to disable, damage, impair, or erase the Licensed Software, other software or data or the system upon which the Licensed Software, Update or Enhancement is installed.

D. Invoice Terms, Payment, Taxes.

1. License Fees - Licensee will pay CHMI the Fees as set forth in Exhibit 1 "Licensed Software and License Fees". In the event Licensee discontinues the use of a copy of the Licensed Software in accordance with the terms of paragraph "Termination" below, Licensee will immediately notify CHMI, submit an amended Exhibit 6 "Authorized End User Licenses", and immediately discontinue use of the Licensed Software.

2. Product Support Fees - Licensee will pay CHMI the Product Support Fees for Development Support, if Licensee elects to purchase such services, on the terms and conditions set forth in Exhibit 2 "Product Support", attached hereto, or as otherwise agreed between the parties in a separate written Statement of Work.

3. Training Fees - Licensee will pay CHMI the fees for Training if Licensee elects to purchase training, on the terms and conditions set forth in Exhibit 3 "Training and Training Fees", attached hereto, or as otherwise agreed between the parties in writing.

4. Fees for Documentation - CHMI will provide the base electronic masters for Documentation, Training Materials, as set forth in Exhibit 4 "Documentation, Training Materials, and Fees", at no additional cost to Licensee. CHMI will provide printed hardcopy for Documentation, Training Materials, at the stated fees set forth in Exhibit 4. Licensee may print all documentation at its cost without reimbursement from CHMI unless otherwise agreed in advance between the parties in writing.

5. Payment Terms - All fees payable hereunder will be paid in U.S. Dollars. All fees and other charges are due and payable upon receipt of the applicable invoice from CHMI. Contractor reserves the right to charge late fees of up to 1.5% per month, or the maximum allowed under law, for invoiced balances that have not been paid within 60 days of the invoice date.

E. Records and Inspection Rights - Licensee will maintain proper records and books of account relating to the fees due hereunder including a record of active users who are authorized to access the Licensed Software as identified in Exhibit 6 "Authorized End User Licenses ". Upon at least ten (10) business days notice and no more than once in any twelve (12) month period, CHMI may have an authorized agent of the company or an independent auditor, reasonably acceptable to Licensee, inspect and audit such records at Licensee's business offices to verify compliance with its payment obligations.

F. Confidential Information - During the term of the Agreement, each party may disclose to the other certain proprietary or confidential information, which shall be received in confidence and not be revealed to third parties except as required by law, or applied to uses other than recipient's

performance of its obligations hereunder, as specified in greater detail in Exhibit 5 "Mutual Nondisclosure of Information", attached hereto.

G. Termination - CHMI may terminate this Agreement if Licensee materially violates any provision of this Agreement and does not cure such default within thirty (30) days after written notice. Upon expiration of the term of any Support services ordered under this Agreement CHMI shall have no further obligation to provide services but the licenses to CHMI Technology, in the forms previously delivered to Licensee, shall continue as long as Licensee is in compliance with this Agreement. Upon termination of this Agreement for any reason, the licenses granted hereunder shall also terminate and each party will return to the other party upon request all Confidential Information, and other materials developed by or belonging to such party, that have been delivered pursuant to this Agreement, and will destroy all electronic versions of such materials. Expiration or termination of this Agreement will not relieve Licensee of its obligations to make immediate and full payment to CHMI for any amounts then due and/or payable to CHMI for licenses, goods and/or services that have been delivered/provided. The provisions of Sections entitled "Warranties", "Ownership and Proprietary Rights", "Confidential Information", "Terms and Termination", "Limitation of Liability" and the relevant provisions of Section "General Provisions", will survive the expiration or termination of this Agreement for any reason.

H. Limitation of Liability

IN NO EVENT, REGARDLESS OF THEORY, EXCEPT IN CASE OF BREACH OF CONFIDENTIALITY, SHALL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF REVENUE, LOSS OF BUSINESS, LOSS OF DATA OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE LICENSING, INSTALLATION, USE, PERFORMANCE, FAILURE OR INTERRUPTION OF THE SOFTWARE OR SERVICES PROVIDED HEREUNDER. EXCEPT FOR THE CONFIDENTIALITY AND LICENSE RESTRICTION OBLIGATIONS PROVIDED HEREIN, EACH PARTY'S MAXIMUM LIABILITY TO THE OTHER PARTY HEREUNDER SHALL NOT EXCEED THE FEES AND CHARGES FOR THE SOFTWARE OR SERVICES PURCHASED OR LICENSED DURING THE TERM OF THIS AGREEMENT.

V. General Provisions

A. Notices - All notices and other communications shall be in writing and shall be considered given when (i) delivered personally, (ii) sent by confirmed e-mail or facsimile, (iii) sent by commercial overnight courier (e.g., Federal Express, DHL) with written verification of receipt, or (iv) sent by certified mail with return receipt to the Authorized Agents set forth in Exhibit F of the License Purchase Agreement or to such other contact as either party may specify from time to time by written notice to the other party.

B. Force Majeure - Neither party will be liable for delays in its performance hereunder due to causes beyond its reasonable control, including but not limited to, acts of God, acts of public enemy, acts of government or courts of law or equity, civil war, insurrection or riots, fires, floods, explosions, earthquakes or other casualties, strikes or other labor troubles.

C. Severability - If any provision of this Agreement is held illegal, unenforceable, or in conflict with any law of a federal, state, or local government applicable to this Agreement, the validity of the remaining portions or provisions hereof will not be affected thereby. The parties agree to replace any

invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision

D. Governing Law - This Agreement shall be construed in accordance with and all disputes hereunder shall be governed by the laws of the State of California. The United Nations Convention on Contracts for the International Sale of Goods (1980) is hereby excluded in its entirety from application to this Agreement.

VI. Exhibits Incorporated in Agreement

The following Exhibits are attached to this Attachment B and are incorporated and made a part of it and thereby this Agreement:

- EXHIBIT 1. Licensed Software and License Fees
- EXHIBIT 2. Product Support and Support Fees
- EXHIBIT 3. Training and Training Fees
- EXHIBIT 4. Documentation, Training Materials, and Marketing Materials
- EXHIBIT 5. Mutual Non-Disclosure of Information
- EXHIBIT 6. End User Licenses

EXHIBIT 1

Licensed Software and License Fees

Licensed Software: Q Care Management System SIS

Updates: Included as part of Maintenance Support (Exhibit B)

Enhancements: Offered to Licensee at additional cost; if custom work is involved, then only provided as part of separate Statement of Work (SOW) as more fully described under Development Support in Exhibit 2.

License Fees:

Quantity	Standard License Charge per End User Client
1-50	\$1,600
51+	\$1,200

Annual Maintenance Fees per End User Client: See Exhibit 2

License Fees and Maintenance Fees provided above are subject to change by advance written notice.

EXHIBIT 2

Product Support and Support Fees

Maintenance Support:

Telephone Support:

CHMI shall make available reasonable telephone support to Licensee's personnel to assist them in utilizing the Licensed Software during the hours of 8:00 a.m. to 8:00 p.m. USA Eastern Time on weekdays (exclusive of holidays).

Software Updates:

CHMI may, from time to time, issue Updates of the Licensed Programs to Licensee. In the event of such an Update, CHMI shall provide Licensee with one copy of each new Update without additional charge for purposes of upgrading.

CHMI shall correct, within a reasonable period of time, any material reproducible error or malfunction in the Licensed Software by issuing an Update. If CHMI, in its sole discretion, requests written verification of an error or malfunction discovered by Licensee, Licensee shall immediately provide such verification, by e-mail, telecopy, or overnight mail, setting forth in reasonable detail the respects in which the Licensed Software fails to perform. An error or malfunction shall be "material" if it represents nonconformity with CHMI's current published specifications for the Licensed Software and CHMI, in its discretion, determines that such error or malfunction is "mission critical" or materially interferes with Licensee's use of the Licensed Software. A "mission critical flaw" is defined as a problem or defect that keeps the system from functioning as specified and seriously impacts productivity of Licensee and has no work-around provision.

Development Support:

From time to time, Licensee may request Enhancements which are not included in the current public release version of the Licensed Software. Such services are not included in the prepaid support offering and CHMI will use its reasonable efforts to include such Enhancements under a separate Statement of Work with prices, terms and schedules to be developed and agreed between the parties.

Data Conversion Support:

Since Licensee is an existing customer, it is not anticipated that Licensee will require data conversion services. However, if requested by Licensee, CHMI will provide data conversion services under a Statement of Work to be agreed upon. Conversion will be performed on a time and materials basis billed at CHMI's standard hourly rate (see Data Conversion Support Fees)

Support Fees:

Maintenance Support Fees:

Customer shall pay a Year 1 annual maintenance fee to CHMI for the telephone support, and software updates at a rate of \$500.00 per year (\$41.67 per month) per Licensed End User, or 20% of the Initial License Charge for the Licensed Software, whichever is greater. This Maintenance Fee or a prorated share will be due and payable in January of the year in which Maintenance Support is provided.

Licensee shall be responsible for any out of pocket costs incurred by CHMI and agreed upon by Licensee if provided outside CHMI home offices, and any applicable state, use, property, excise, and other similar taxes. In the event CHMI provides any services beyond telephone support services, Licensee shall pay

for such services on a time and materials, hourly, or per diem charge, billable to Licensee at CHMI's then current published commercial rates for such services.

Development Support Fees:

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

Data Conversion Support Fees:

Hourly rate for all non-standard data conversions: \$225.00/hr

An estimate of the data conversion effort will be provided after the source data content is received from the Licensee.

Support Fees provided above are subject to change by advance written notice.

EXHIBIT 3

Training and Training Fees

Training Available:

System Administrator Training

- | | |
|--|--------|
| o Introduction to Q for System Administrators | 2 Days |
| o Enhanced Setup and System Administration | 2 Days |
| o Best Practices Audit for System Administrators | 1 Days |

End User Training

- | | |
|--|--------|
| o Introduction to Q Care Management System | 3 Days |
| o Advanced Q End User Training | 2 Days |
| o Best Practices Audit for End Users | 1 Days |

Terms:

- o Maximum of 10 attendees per training session
- o Customer to provide facilities and equipment if training is performed on site; CHMI to provide if training is performed in Cincinnati. Meals not included

Schedule:

Venues and dates to be arranged with Licensee

Training Fees:

System Administrator Training

- | | |
|--|---------|
| o Introduction to Q for System Administrators | \$2,200 |
| o Enhanced Setup and System Administration | \$2,200 |
| o Best Practices Audit for System Administrators | \$1,100 |

End User Training

- | | |
|--|---------|
| o Introduction to Q Care Management System | \$3,300 |
| o Advanced Q End User Training | \$2,200 |
| o Best Practices Audit for End Users | \$1,100 |

Additional Training or Custom Training may be purchased at a rate of \$1,250.00 per day plus direct expenses for travel outside Cincinnati. Training Agendas, Venues, and Dates are subject to change without notice to Licensee unless specifically arranged in advance.

Training Fees provided above are subject to change by advance written notice.

EXHIBIT 4

Documentation, Training Materials, and Fees

Materials

- o Q User Guide
- o Q System Administrators Guide
- o Q Use Case Tutorial Guides

Material Fees

All materials are distributed in electronic form at no cost to Licensee. Hardcopy distribution of all materials is available on request at the following costs:

- | | |
|---------------------------------|------------------|
| o Q User Guide | \$50.00 per copy |
| o Q System Administrators Guide | \$50.00 per copy |
| o Q Use Case Tutorial Guides | \$50.00 per copy |

Material Fees provided above are subject to change by advance written notice. Changes to Material content and organization are subject to updates and edits without notice to the Licensee.

EXHIBIT 5

Mutual Non-Disclosure of Information

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

- A) The parties acknowledge that in addition to the CHMI Technology, it may be necessary for each of them, as Discloser, to provide to the other, as Recipient, certain information, including trade secret information, considered to be confidential, valuable and proprietary by Discloser, or, in the case of Licensee, access to information identifying a consumer or consumers of Licensee's services ("Client-Identifying Data"), for the purpose of installation and use of the Licensed Software (the "Project").
- B) CHMI Technology constitutes CHMI's Information. Other confidential information may include, but is not limited to, technical, financial, marketing, staffing and business plans and information, strategic information, proposals, requests for proposals, specifications, drawings, prices, costs, customer information, procedures, proposed products, processes, business systems, software programs, techniques, services and like information of, or provided by, Discloser, its Affiliates or any of their third party suppliers, and also includes the fact that such information has been provided by the Discloser, the fact that the parties are involved in the Project and any terms, conditions or other facts with respect to the Project (collectively Discloser's "Information"). Information provided by one party to the other before execution of this Agreement and in connection with the Project is also subject to the terms of this Agreement. "Affiliates" means any company owned by, or owning in whole or in part, now or in the future, directly or indirectly through a subsidiary, a party hereto.
- C) Recipient will protect Information provided to Recipient by or on behalf of Discloser from any use, distribution or disclosure except as required by law or permitted in this Agreement. Recipient will use the same standard of care to protect Information as Recipient uses to protect its own similar confidential and proprietary information, but not less than a reasonable standard of care.
- D) Recipient agrees to use Information solely in connection with the Project and for no other purpose, except as required by law. Recipient may provide Information only to Recipient's employees who: (a) have a substantive need to know such Information in connection with the Project; and (b) have been advised of the confidential and proprietary nature of such Information.
- E) All Information will be provided to Recipient in written or other tangible or electronic form and except in the case of CHMI Technology and Licensee Client-Identifying Data, must be marked with a confidential and proprietary notice. Information orally or visually provided to Recipient other than CHMI Technology or Licensee Client-Identifying Data must be designated by Discloser as confidential and proprietary at the time of such disclosure and must be reduced to writing marked with a confidential and proprietary notice and provided to recipient within thirty (30) calendar days after such disclosure.
- F) Discloser's Information does not include: a) any information publicly disclosed by Discloser; b) any information Discloser in writing authorizes Recipient to disclose without restriction; c) any information Recipient already lawfully knows at the time it is disclosed by Discloser, without an obligation to keep it confidential; d) any information Recipient lawfully obtains from any source other than Discloser, provided that such source lawfully disclosed such information; e) any information Recipient independently develops without use of or reference to Discloser's Information; or f) any information that

Recipient, as a governmental agency governed by the California Public Records Act, CA Govt Code §§ 6250 - 6276.48 ("Act"), is required to disclose pursuant to that Act.

G) To the fullest extent permitted by law, Recipient will continue to protect as confidential and proprietary all Information disclosed in response to a written court order, subpoena, regulation or process of law.

H) Information remains at all times the property of Discloser. Upon Discloser's request upon termination of this Agreement, all or any requested portion of the Information (including, but not limited to, tangible and electronic copies, notes, summaries or extracts of any Information) will be promptly returned to Discloser or destroyed, and Recipient will provide Discloser with written certification stating that such Information has been returned or destroyed.

I) Recipient will not identify Discloser, its Affiliates or any other owner of Information in any advertising, sales material, press release, public disclosure or publicity without prior written authorization by Discloser except pursuant in disclosures pursuant to the Act, or as otherwise provided in this Agreement. No license under any trademark, patent, copyright, trade secret or other intellectual property right is either granted or implied by disclosure of Information to Recipient except as otherwise provided in the Agreement and except that CHMI may use any Information provided by Licensee, other than Client-Identifying Data, for the purpose of providing services to Licensee.

J) The term of this Mutual Non-Disclosure and the parties' obligations hereunder commence on the Effective Date of this Agreement and extend with regard to all Information until two (2) years after termination of this Agreement; provided that such obligations shall continue indefinitely with respect to the CHMI Technology and Licensee Client-Identifying Data.

K) This Agreement is binding upon and inures to the benefit of the parties and their heirs, executors, legal and personal representatives, successors and assigns, as the case may be.

L) Licensee acknowledges that CHMI has an Agreement with CareAccess, Inc., to market, sell, install, and support Q Continuum System in the State of California. Accordingly, Licensee agrees that it shall not develop, promote, advertise, market, or sell any products or services outside San Mateo County which are competitive in nature to those provided by CareAccess without the express written consent of CHMI.

EXHIBIT 6

End User Licenses

Authorized End User Licenses:

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

Notices: Modifications and amendments to this Exhibit may be communicated in MS Excel format via email attachment to the Authorized Agents noted above.