

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND NEXTGATE SOLUTIONS, INC.

This Agreement is entered into this _____ day of _____, 2015, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and NextGate 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

A. WHEREAS, NextGate has developed certain software as more fully described on Exhibit D attached hereto;

B. WHEREAS, County desires to internally use such proprietary software of NextGate;

C. WHEREAS, NextGate desires to license to County, and County desires to license from NextGate, such proprietary software of NextGate, subject to the terms and conditions of this Agreement.

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

1. Exhibits and Attachments

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

Exhibit A—Services
Exhibit B—Payments and Rates
Exhibit C—License Terms
Exhibit D—NextGate Software
Exhibit E—Licensed Software Support Order (SLA)
Exhibit F—County Billing Information
Exhibit G—NextGate Hardware & Software Requirements
Exhibit H—Referrals, Advertising and Publicity
Attachment H—HIPAA Business Associate Requirements
Attachment I—§ 504 Compliance

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold

payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed One Million Eighty Three Thousand Three Hundred Ninety Two dollars (\$1,083,392.00). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from June 16, 2015, through June 15, 2025.

5. Termination; Availability of Funds

This Agreement may be terminated by Contractor or by the Chief of Health System or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. In the event of termination of this Agreement, 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; provided that in any case Contractor shall be paid for any milestones completed in accordance with Exhibit B.

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; provided that nothing herein shall limit County's obligation to pay for services provided through the date of termination.

6. Contract Materials

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

Notwithstanding the foregoing, Contractor shall retain all right, title and interest in and to any creations (including, without limitation, any technology, methodology, software (including source code, object code and documentation related thereto), tools, creative content, inventions, discoveries, works of authorship or other materials) and any modifications, improvements or enhancements thereto or derivative works thereof (i) that were conceived, created or reduced to practice by or for Contractor (alone or with others) prior to the date first set forth above in this Agreement or (ii) that are conceived, created or reduced to practice by or for Contractor (alone or with others) independent of and separate from the services provided by Contractor under this Agreement.

7. 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.

8. Hold Harmless

a. General Hold Harmless

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

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

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

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and 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.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County; provided that Contractor may assign this Agreement without County's consent (but upon prior written notice to County) in connection with the sale of Contractor's business (whether by merger, consolidation, stock sale or sale of all or substantially all of Contractor's assets) . Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. 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.

11. 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:

☒ Comprehensive General Liability... \$1,000,000

(Applies to all agreements)

☒ Motor Vehicle Liability Insurance... \$1,000,000

(To be checked if motor vehicle used in performing services)

☐ Professional Liability..... \$1,000,000

(To be checked if Contractor is a licensed professional)

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.

12. 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.

13. 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

With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

- ☒ Contractor complies with Chapter 2.84 by offering the same benefits to its employees with spouses and its employees with domestic partners.
- ☐ Contractor complies with Chapter 2.84 by offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
- ☐ Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
- ☐ Contractor does not comply with Chapter 2.84, and a waiver must be sought.

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 must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

- ☒ No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
- ☐ Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

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 Section 12, above. Such duty shall include reporting of the filing 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 or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

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

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

14. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time

employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed Section 3, above, 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.

15. Retention of Records; Right to Monitor and Audit

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

(b) Contractor shall comply, in all material respects, 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 thirty (30) days' prior written 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 only those records and documents that are reasonably necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

16. Merger Clause; Amendments

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

17. Controlling Law; Venue

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

18. Disentanglement

Contractor shall cooperate with County and County's other contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Contractor shall cooperate with County's efforts to effectuate such transition with the goal of minimizing or eliminating any interruption of work required under the Agreement and any adverse impact on the provision of services or the County's activities; provided, however, that County shall pay Contractor on a time and materials basis, at the then-applicable rates, for all additional services performed in connection with such cooperation. Contractor shall deliver to County or its designee, at County's request, all documentation and data related to County, including, but not limited to, patient files, held by Contractor, and after return of same, Contractor shall destroy all copies thereof still in Contractor's possession, at no charge to County. Such data delivery shall be in an electronic format to facilitate archiving or loading into a replacement application. County and Contractor shall mutually agree the specific electronic format. Upon any termination of the Agreement, regardless of the nature or timing of the termination, County shall have the right, for up to twelve (12) months (the "Transition Period"), at County's option and request, to continue to receive from Contractor all maintenance and support services, at the then-applicable rates provided, however, that the annual support and maintenance fee shall be prorated and paid in advance on a monthly basis during such time, and the amount of such support and maintenance fee shall remain subject to the limitations set forth in the Agreement regarding any increase in such fee.

19. 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: Eric Raffin, Chief Information Officer, Health System
Address: 225 37th Avenue, San Mateo, CA 94403
Telephone: (650) 573-2022
Facsimile: (650) 377-1967
Email: ERaffin@smcgov.org

In the case of Contractor, to:

Name/Title: NextGate Solutions, Inc., Attention: Contracts Dept.
Address: 3579 E. Foothill Blvd., Suite 587, Pasadena, California 91107
Telephone: (626) 376-4100
Facsimile: (732) 909-2521

NextGate Solutions, Inc.

20. Electronic Signature

If 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, both boxes below must be checked. Any party that agrees to allow digital signature

of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County: ☐ If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor: ☐ If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

* * *

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

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

NextGate Solutions, Inc

Contractor's Signature

A handwritten signature in dark ink, appearing to be "Robert", written over a horizontal line.

Date: 5/26/2015

(April 1, 2015 CCC issued contract template version)

Exhibit A

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

SCOPE OF WORK

1.0 Project Purpose

NextGate Solutions Inc. ("NextGate") understands that the County of San Mateo Health System ("Client") requires that NextGate install the NextGate EMPI software, configure the algorithm and provide project management. This Service Order is a Statement of Work from NextGate to provide professional services resources as required by Client as described in this document.

2.0 Project Deliverables

NextGate will provide Client with the following deliverables:

- Project Plan
- Executive Summary which documents algorithm settings, weights, exclusions lists
- Analysis Reports
- Product documentation: user guides and training manuals

3.0 Project Scope

3.1 NextGate EMPI Implementation

3.1.1 Install Software – Test, Dev and Prod environments

- _ Install NGS application server
- _ Install NGMS messaging server
- _ Install MatchMetrix Data Quality Manager ("DQM")
- _ Install MatchMetrix Access Manager (security component)
- _ Install MatchMetrix Workflow
- _ Install MatchMetrix Reporter
- _ Install MatchMetrix Analyzer
- _ Set up database instances/schema
- _ Create database tables

3.1.2 Business Process and Requirement Definition

- _ Identify and catalog data sources
 - Invision/Sorian Clinicals
 - Avatar (California Version)
 - Avatar (National Version)
 - Optum PulseCheck
 - Optum OR Manager
 - eClinical Works
 - Q or Future Aging & Adult System
- _ Review use case scenarios with Client
- _ Provide extract specifications ** Extracts from all source systems must be available at the same time and in the same format

3.1.3 Identify Destination Systems

- _ Catalog destination system
 - HIE to be determined
- _ Establish target system requirements (HL7 message types, PIX/PDQ)
- _ Analyze connectivity to external target system

3.1.4 Configure NGMS Messaging Server

- _ Configure NGMS to accept HL7 messages from a County Interface engine for:
 - Adds
 - Updates
 - Merges
 - Unmerges

- Configure outbound notifications and messages to the County Interface engine
- 3.1.5 Workflow**
 - _ Install base workflows
 - _ Knowledge transfer to Client to create new workflows, roles, assignments
 - _ Create one workflow to reflect business needs
 - _ Verify workflows
- 3.1.6 Reporter**
 - _ Install default reports
 - All Potential Duplicates Summary
 - Assumed Match
 - SBR Match Comparison
 - Cross Systems Potential Duplicates Summary
 - Daily Baby Report
 - Daily Merge Report
 - Daily Unmerge Report
 - Daily Update Report
 - Duplicate SSN Report
 - Merge Report
 - Merge Local ID Report
 - Potential Overlay Report
 - Record Count Summary
 - Same System Potential Duplicates Summary
 - SSN Discrepancy Report
 - Unmerge Report
 - _ Verify report functionality
- 3.1.7 Webservices**
 - _ Provide knowledge transfer for webservices integration
- 3.1.8 Security Integration**
 - _ Configure Access Manager tool
 - _ Knowledge transfer of rules, groups and users
 - _ Set up one security scenario
- 3.1.9 Active Integration**
 - _ Identify integration use case for each source system:
 - Invision/Sorian Clinicals
 - eClinical Works
 - Avatar National/California
 - Optum PulseCheck
 - Optum OR Manager
 - _ Design functionality
 - _ Develop integration process with Client
 - _ Unit test, refine and re-test
- 3.1.10 Source Systems Analysis and Load 1 – TEST**
 - _ Verify accuracy of extracts from source systems
 - _ Develop transformation rules for data extracts
 - _ Modify and map schema
 - _ Install default configurations: matching criteria, thresholds, exclusions, SBR
 - _ Iterative Analysis
 - Perform Analysis
 - Generate frequency, duplicate and match reports
 - o Within each system
 - o Cross system
 - Review with Client
 - Apply Client's requested configuration modifications: exclusions, weights, thresholds, SBR

- Create custom rules: multiple births, baby, JR/SR
 - _ Load data into EMPI database
 - _ Perform integration tasks
 - _ Provide access and training in use of the DQM GUI tool
 - _ Provide access and training in use of the Access Manager tool
 - _ Provide access and training in use of the Workflow tool
 - _ Provide access and training in use of the Reporter tool
 - _ Assist Client with testing scenarios
- 3.1.11 Source Systems Analysis and Load 2 – TEST – Mock Go-Live**
 - _ Finalize all configurations and rules
 - _ Using new source system extracts
 - Perform Analysis
 - Generate duplicate and match reports
 - Load data into database
 - _ Messaging:
 - Unit test
 - Throughput tests
 - _ Assist with Client testing
- 3.1.12 Source Systems Analysis and Load 3 – PRODUCTION**
 - _ Create Go-live checklist
 - _ Install final configurations
 - _ Using new source system extracts
 - Perform Analysis
 - Generate duplicate and match reports
 - Load data into database
 - _ Release Messaging
 - _ Monitor for performance
 - _ Cleanup work files
- 3.1.13 Migrate to DEV**
 - _ Copy Prod configs to DEV
 - _ Copy Prod database to DEV
- 3.1.14 Deliver Training and Documentation**
 - _ Provide Client with all pertinent user guides and reference materials
 - _ Provide no more than three Webex sessions (1 to 3 hours duration each) to demonstrate products using a “Train The Trainer” approach
- 3.2 Project Management**
 - _ Ensure NextGate resources are scheduled
 - _ Provide weekly time reports
 - _ Report product issues and follow-up

4.0 Assumptions

Client will provide the following as necessary and required:

- Provide hardware for installation
- Provide VPN access
- Provide remote console access installation
- Provide access to business and technical staff involved with the project
- Provide access to
 - Infrastructure architecture and topology documents
 - Project architecture diagrams
 - Naming standards and implementation guidelines
- Provide all other relevant business and technical documentation created to-date for this project. This includes, but is not limited to: project plan, business requirements, hardware configuration information, test plans, test scripts, migration plans, architecture diagrams, and process flows
- Client is responsible for project deliverables
- Client will accept product as delivered upon completion of Analysis and Load into Production.
- Client will perform the all the integration work using their integration engine

NextGate will provide the following as necessary and required:

- Perform a total of three iterations of data analysis – 2 in TEST, 1 in PROD
- Knowledge transfer on the data analysis report, matching algorithm, and threshold settings.
- Provide an Executive Summary report that lists all findings and configurations.
- NextGate is responsible for Architecture, Development and Testing, Documentation, and Training as described in section 3.0.

5.0 Professional Services Resources and Fees

These services will be furnished on a time and materials basis at the hourly rate of \$200 per hour. This estimate is provided for planning purposes only and should not be interpreted as a commitment by NextGate to a certain completion fee or completion date. Material changes in projected cost(s) and/or timeframes will be discussed with Client in advance. All rates will be invoiced at an hourly rate according to the time allocated to the project activities. The actual number of days required and cost might vary. This fee excludes all travel-related expenses, which will be billed to Client as incurred.

This Service Order is valid for thirty days (30) days from the Order Date, unless Services are actually commenced within that time frame, in which case the Service Order is valid until the Services described in this Project Description are complete.

Any deviation from this Service Order will result in a Change Order which will be evaluated based on the agreed changes. Additional work, hours and costs will be discussed and agreed upon by both NextGate and County prior to execution of work.

Summary Table of Costs:

Project/Resources	# Hours	Rate per Hour	Total
EMPI Implementation & Project Management Sr. Technical Consultant/Architect/Project Manager	1000	\$200.00	\$200,000.00
TOTAL			\$200,000.00

Travel costs are not included in this Professional Services pricing. It is highly recommended that an on-site kick-off meeting be held to ensure the continuity and mutual understanding of the project from both NextGate and the Client.

6.0 Performance of Services

Each of NextGate and Client shall use its commercially reasonable efforts to accomplish the tasks assigned to it in this Exhibit A, and to cooperate with and support the other party's performance of the tasks assigned to it, on a timely basis and in a professional manner, subject to receipt of all necessary and appropriate cooperation and support from the other party. Neither party shall include in any project deliverable, any software or other proprietary material of any third party except as may be expressly provided in this Exhibit A.

Exhibit B

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

1. License Fees.

1.1 NextGate EMPI. The County shall pay to NextGate the total amount of eighty thousand dollars (\$80,000.00) in three payments for the NextGate EMPI. The first payment of fifty percent (50%) or forty thousand dollars (\$40,000.00) is due on execution of the Agreement. The second payment of forty percent (40%) or thirty two thousand dollars (\$32,000.00) is due on first productive use of the NextGate EMPI. First Productive Use is defined as the first day the NextGate EMPI is used in production of standard work. The event is defined in Exhibit A Statement of Work as step 3.1.12. The third payment of ten percent (10%) or eight thousand dollars (\$8,000.00) is due thirty (30) days after first productive use of the NextGate EMPI. By its payment of such license fee, County subscribes to 200,000 EUIDs (subject to Section 1.4, the "Base EUID Amount"). County shall pay an additional license fee of \$0.20 (the "Per EUID License Fee") for each EUID in excess of the Base EUID Amount to which County subscribes during the Term; provided, however, that any such additional subscription shall be made in increments of 25,000 EUID's (25,000 EUIDs x \$0.20 = \$5,000). Any such additional license fees resulting from an increase in the number of EUIDs shall be payable from time to time in accordance with Section 1.4 hereof.

1.2 NextGate Provider Registry/Directory Bundle. The county shall have the option to pay to NextGate the total amount of one hundred seven thousand dollars (\$107,000.00) in three payments for the NextGate Provider Registry/Directory Bundle. The first payment of fifty percent (50%) or fifty three thousand five hundred dollars (\$53,500.00) is due on installation of the Provider Registry/Directory Bundle. The second payment of forty percent (40%) or forty two thousand eight hundred dollars (\$42,800.00) is due on the earlier of (x) the first productive use of the NextGate Provider Registry/Directory Bundle or (y) thirty (30) days after the issuance and installation of the productions server license. The third payment of ten percent (10%) or ten thousand seven hundred dollars (\$10,700.00) is due thirty (30) days after first productive use of the NextGate Provider Registry/Directory Bundle. By its payment of such license fee, County subscribes to an unlimited number of providers that are directly related to County or its subsidiaries. The above licensing and pricing structure will expire twelve (12) months from the NextGate EMPI First Productive Use.

1.3 NextGate Relationship Registry. The County shall have the option to pay to NextGate the total amount of twenty thousand dollars (\$20,000.00) in three payments for the NextGate Relationship Registry. The first payment of fifty percent (50%) or ten thousand dollars (\$10,000.00) is due on installation of the NextGate Relationship Registry. The second payment of forty percent (40%) or eight thousand dollars (\$8,000.00) is due on the earlier of (x) the first productive use of the NextGate Relationship Registry or (y) thirty (30) days after the issuance and installation of the productions server license. The third payment of ten percent (10%) or two thousand dollars (\$2,000.00) is due thirty (30) days after first productive use of the NextGate Relationship Registry. By its payment of such license fee, County subscribes to 400,000 Relationships (subject to Section 3.4, the "Base Relationship Amount"). County shall pay an additional license fee of \$0.05 (the "Per Relationship License Fee") for each Relationship in excess of the Base Relationship Amount to which County subscribes during the Term; provided, however, that any such additional subscription shall be made in increments of 100,000 Relationships (100,000 Relationships x \$0.05 = \$5,000). Any such additional license fees resulting from an increase in the number of Relationships shall be payable from time to time in accordance with Section 1.4 hereof. The above licensing and pricing structure will expire twelve (12) months from the NextGate EMPI First Productive Use.

2. Support Fees.

2.1 NextGate EMPI. The annual support fee for the NextGate EMPI shall be Sixteen thousand dollars, (\$16,000.00), the first payment of which shall be made by County to NextGate upon issuance of the production software license key and annually thereof. The payment of such Annual EMPI Support Fee entitles County to twelve months of support for the NextGate EMPI in accordance with the terms and conditions of the Support Agreement. Thereafter, on an annual basis, NextGate shall invoice County for the Annual EMPI Support Fee covering the following twelve months of support related to the NextGate EMPI.

2.2 NextGate Provider Registry/Directory Bundle. The annual support fee for the NextGate Provider Registry shall be twenty one thousand four hundred dollars (\$21,400), the first payment of which shall be made by County to NextGate upon the first productive use of the software and annually thereof. The payment of such Annual Provider Registry Support Fee entitles County to twelve months of support for the NextGate Provider Registry in accordance with the terms and conditions of the Support Agreement. Thereafter, on an annual basis, NextGate shall invoice County for the Annual Provider Registry Support Fee covering the following twelve months of support related to the Provider Registry.

2.3 NextGate Relationship Registry. The annual support fee for the NextGate Relationship Registry shall be four thousand dollars (\$4,000), the first payment of which shall be made by County to NextGate upon the first productive use of the software and annually thereof. The payment of such Annual Relationship Registry Support Fee entitles County to twelve months of support for the NextGate Relationship Registry in accordance with the terms and conditions of the Support Agreement. Thereafter, on an annual basis, NextGate shall invoice County for the Annual Relationship Registry Support Fee covering the following twelve months of support related to the Relationship Registry.

3. Payments. Except as expressly set forth in this Agreement, all license fees are due and payable upon execution of this agreement according to the payment schedules below, and all payments shall be due within 30 days of receipt of invoice by County. For any undisputed amount that is not paid within 30 days after it is due under this Agreement, NextGate reserves the right to charge interest at a rate of one percent (1%) per month or if less, the highest rate allowed by applicable law, from the date such payment became due.

4. True-Up of License Fee and Support Fee for NextGate EMPI. County understands that its use of the NextGate EMPI is limited to a specific number of EUIDs, such number being the Base EUID Amount. To the extent that the number of EUIDs increases above the Base EUID Amount, County is under an affirmative obligation to promptly notify NextGate of such increase in writing on a semi-annual basis. If there is an increase in the number of EUIDs, then County shall promptly pay to NextGate: (i) an amount equal to the Per EUID License Fee multiplied by such number of additional EUIDs; and (ii) an amount equal to the Per EUID Support Fee multiplied by such number of additional EUIDs, pro-rated based on the number of days remaining in the calendar year in which such EUID increase occurs. Thereafter, the Base EUID Amount shall be increased by the number of additional EUIDs for which payment has been made pursuant to this Section 1.4, and, on a going-forward basis, the Annual EMPI Support Fee shall be increased by an amount equal to 20% of the additional Per EUID License Fee to which County subscribes during the Term. Such additional support fees resulting from an increase in the number of EUIDs shall be payable from time to time in accordance with this Section 1.4 hereof.

5. **Audit Rights**. County will maintain accurate records to support and document the licenses granted hereby and the number of EUIDs. Such records shall be retained for a period of two (2) years after the payments that relate to such records have been accrued and paid. During the Term, but no more than once per calendar year, NextGate may, upon prior written notice to County, inspect or cause a mutually agreeable independent auditor to inspect, the records of County reasonably related to the license and the number of EUIDs. If there is an increase in EUIDs over the licensed number, NextGate will invoice County for the difference.

6. In consideration of the services and licenses provided by Contractor subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

SOFTWARE LICENSE AND INSTALLATION FEES:

CONTRACTOR shall invoice SMCHS when the milestones listed below have been reached. County shall pay with a term of Net 30 provided County project manager and sponsor have signed off that the milestones have been completed, tested, approved, and accepted.

Software License Fees

County anticipates increasing the number of EUIDs over the term of the Agreement. Any such additional subscription shall be made in increments of 25,000 EUID's (25,000 EUIDs x \$0.20 = \$5,000). For the purpose of calculating the Not To Exceed for this addition of EUIDs, County estimates that up to 50,000 EUIDs will be added.

Milestone	Targeted Date	% of License and Installation Fees	Dollar Amount
Signature and approval of Agreement – License for MatchMetrix software	06/15/15	50%	\$40,000.00
First productive use of MatchMetrix	12/31/15	40%	\$32,000.00
Thirty (30) days post first productive use of MatchMetrix.	01/31/16	10%	\$8,000.00
Addition of 25,000 EUIDs	07/01/18	100%	\$5,000.00
Addition of 25,000 EUIDs	07/01/20	100%	\$5,000.00
Installation of NextGate Provider Registry/Directory Bundle (Optional)	07/01/16	50%	\$53,500.00
First productive use of NextGate Provider Registry/Directory Bundle (Optional)	10/01/16	40%	\$42,800.00
Thirty (30) days post first productive use of NextGate Provider Registry/Directory Bundle (Optional)	11/01/16	10%	\$10,700.00
Installation of NextGate Relationship Registry (Optional)	07/01/16	50%	\$10,000.00
First productive use of NextGate Relationship Registry (Optional)	10/01/16	40%	\$8,000.00
Thirty (30) days post first productive use of NextGate Relationship Registry (Optional)	11/01/16	10%	\$2,000.00
TOTAL			\$217,000.00

Software Maintenance Fees

The service year for components described in this Exhibit B Section 2 shall be June 16 to June 15. Contractor shall invoice County at the start of each service year. The software maintenance fee for components described in Exhibit B Section 2 shall be 20% of license cost per service year, prorated if necessary. Annual increases to maintenance fees occurring after the first service year will not exceed Consumer Price Index (CPI) or three percent (3%) whichever is lower. Software maintenance services shall begin upon first license payment as described in Exhibit B Section 2 and shall end June 15, 2025.

Annual allowed increases to maintenance fees are based on the Consumer Price Index (CPI) or 3%, whichever is lower. In the table below, fees are calculated with a 3% increase to provide the maximum Not To Exceed amount. Maintenance fees for Provider Registry/Directory Bundle and Relationship Registry will start the year County purchases the license if County exercises its options to do so.

Maintenance Year	MatchMetrix	Provider Registry/Directory Bundle (When option exercised)	Relationship Registry (When option exercised)	Annual Total
FY 2014-2015	\$16,000.00			\$16,000.00
FY 2015-2016	\$16,480.00	\$21,400.00	\$4,000.00	\$41,880.00
FY 2016-2017	\$16,975.00	\$22,042.00	\$4,120.00	\$43,137.00
FY 2017-2018	\$17,484.00	\$22,703.00	\$4,244.00	\$44,431.00
FY 2018-2019 (Addition of 25,000 EUIDs - \$1,000)	\$19,008.00	\$23,384.00	\$4,371.00	\$46,763.00
FY 2019-2020	\$19,578.00	\$24,086.00	\$4,502.00	\$48,166.00
FY 2020-2021 (Addition of 25,000 EUIDs - \$1,000)	\$21,166.00	\$24,808.00	\$4,637.00	\$50,611.00
FY 2021-2022	\$21,801.00	\$25,553.00	\$4,776.00	\$52,130.00
FY 2022-2023	\$22,455.00	\$26,319.00	\$4,919.00	\$53,693.00
FY 2023-2024	\$23,129.00	\$27,109.00	\$5,067.00	\$55,305.00
FY 2024-2025	\$23,823.00	\$27,922.00	\$5,219.00	\$56,964.00
TOTAL	\$217,899.00	\$245,326.00	\$45,855.00	\$509,080.00

Professional Services for Implementation

Project/Resources	# Hours	Rate per Hour	Total
EMPI Implementation & Project Management Sr. Technical Consultant/Architect/Project Manager	1000	\$200.00	\$200,000.00
TOTAL			\$200,000.00

Professional services will be billed on a time and materials basis. Contractor shall submit monthly detailed invoices for services provided. County shall pay with a term of Net 30 provided County project manager and sponsor have signed off that the services have been provided.

Reimbursable Travel Expenses

Travel expenses for the term of the Agreement will not exceed Sixteen Thousand Dollars (\$16,000.00).

To the extent that this Agreement authorizes reimbursement to Contractor for travel, lodging, and related expenses, the following restrictions apply:

1. Estimated travel expenses must be submitted to the County's contract contact person for advanced written authorization before such expenses are incurred. No travel expenses are reimbursable under this Agreement unless such written pre-authorization is obtained.
2. The maximum reimbursement amount for the actual cost of lodging, meals, and incidental expenses ("LM&I Expenses") is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done at San Mateo Medical Center) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching www.gsa.gov for the term 'CONUS'). CONUS rates are set by fiscal year and are effective October 1st through September 30th.
3. The maximum reimbursement amount for the actual cost of airline and car rental travel expenses ("Air & Car Expenses") shall be a reasonable rate obtained through a cost-competitive travel service (e.g., a travel or car-rental website). Reimbursable air travel is restricted to economy or coach fares (not first class, business class, "economy-plus," or other non-standard classes) and reimbursable car rental rates are restricted to the mid-level size range or below (i.e., full size, standard size, intermediate, compact, or subcompact). No specialty, luxury, premium, SUV, or similar category vehicles may be submitted for reimbursement. Other reasonable travel expenses ("Other Expenses") such as taxi fares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis.
4. If in doubt about the propriety of LM&I Expenses, Air & Car Expenses, or Other Expenses, Contractor should err on the side of caution and not incur an expense at that level or obtain authorization from the County's contract contact person.

TOTAL FEES FOR EXHIBIT B:

Item	Cost
Licensed software fees	\$217,000.00
Licensed software maintenance fees	\$509,080.00
Professional Services for Implementation	\$200,000.00
Travel expenses	\$16,000.00
Total	\$942,080.00
Contingency 15%	\$141,312.00
Total Agreement	\$1,083,392.00

All fees are in US Dollars and exclude taxes.

7. Payments and Invoices. The County will submit payment within thirty (30) days of receipt of invoice upon the approval of work performed during the billing cycle. Each invoice will include the following:

- Date of invoice
- Reference dates for hours billed (if applicable)
- Agreement Number (Reso number once approved by the Board)
- Number of hours billed (if applicable)
- Total amount of invoice
- Description of work being invoiced
- For Contingency hours, pre-authorization attached to invoice
- Attached signed off and approved implementation

In no event shall total payment for services under Agreement exceed One Million Eighty Three Thousand Three Hundred Ninety Two dollars (**\$1,083,392.00**). The County will have the right to withhold payment if the County determines that the quantity or quality of work performed is unacceptable.

Exhibit C

1. LICENSE AND SUPPORT.

1.1 Grant of Limited License for Software. Subject to the terms and conditions of this Agreement, and during the Term, NextGate hereby grants to County, and County hereby accepts, a non-exclusive, non-transferable, limited license, without right to sublicense, alter or modify, to use internally only by County (the "License"), NextGate's proprietary software, as described more fully in Exhibit D attached hereto and incorporated herein by reference, in object-code form only (collectively, the "Software").

1.2 Grant of Limited License for Documentation. Subject to the terms and conditions of this Agreement, and during the Term, NextGate hereby grants to County, and County hereby accepts, a non-exclusive, non-transferable and limited license, without right to sublicense, alter or modify, to use internally only by County, any user manuals, programming guides and other documentation provided by NextGate to County under this Agreement (collectively "Documentation") in connection with the License. Nothing in this Agreement, however, shall create any obligation by NextGate to provide any Documentation.

1.3 Express Restrictions on Use. Without limiting the foregoing, County shall not: (a) reproduce, publicly perform, publicly display or copy any or all of the Software or Documentation; (b) sublicense, sell, loan, rent, pledge, assign, share, or otherwise transfer or assign any or all of the Software or Documentation; (c) extract, disassemble, decompile, reverse engineer, modify or create derivative works based upon any or all of the Software; or (d) use the Software in any service bureau or other shared or third party facility management, application service, data processing or similar arrangement.

1.4 Support. In connection with the License granted under this Agreement, NextGate shall provide support services ("Support Services") to County with respect to the licensed Software pursuant to the terms of the Licensed Software Support Order attached hereto as Exhibit E (the "Support Agreement"), and subject to the terms and conditions thereof.

2. OWNERSHIP. County acknowledges and agrees that the Software and Documentation are valuable commercial products of NextGate, the development of which have involved an expenditure by NextGate of substantial time and money. County further acknowledges and agrees that, as between NextGate and County, except for the limited license expressly granted by NextGate to County pursuant to Sections 1.1 and 1.2, NextGate owns and reserves, and shall continue to own and reserve, all rights, title and interests in and to the Software and Documentation, and County shall not (a) claim or assert any right, title or interest therein or thereto or (b) use or permit the use of the Software and Documentation, except as expressly permitted by this Agreement.

3. LICENSE TERM. The term of the License for the Software ("Term") will commence on the date the Software is delivered to County and will be perpetual, unless terminated earlier as provided in the Agreement.

4. WARRANTY AND LIABILITY.

4.1 Warranty. This Software is subject to a warranty. Licensor warrants to Licensee that the Software will perform according to its documentation, and to the best of Licensor's knowledge Licensee's use of this Software according to the documentation is not an infringement of any third party's intellectual property rights. If the Software is subsequently upgraded, repaired or otherwise changed by Licensor, Licensor warrants to Licensee that the Software will continue to perform according to its original and/or updated documentation. To the extent permitted by law, the above-stated warranty replaces all

other warranties, express or implied, and Licensor disclaims all implied warranties including any implied warranty of title, merchantability, non-infringement, or of fitness for a particular purpose. No agent of Licensor is authorized to make any other warranties or to modify this warranty. Licensee is required to inform Licensor of any potential breach of this warranty within one year of identifying any performance defect in the Software that contradicts the expected performance as outlined in the original and/or updated documentation. Licensee will document any potential breach by utilizing the Support Procedure outlined in the Exhibit E of this agreement.

4.2 Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL NEXTGATE BE LIABLE FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE OR DOCUMENTATION (COLLECTIVELY "LOSSES"), EVEN IF NEXTGATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES, AND REGARDLESS OF WHETHER LOSSES ARE SUFFERED BY COUNTY OR ANY THIRD PARTY. IN ANY EVENT, NEXTGATE'S ENTIRE LIABILITY FOR ANY LOSS SHALL BE LIMITED TO THE AMOUNTS PAID TO NEXTGATE UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 4.2 SHALL NOT BE APPLICABLE TO NEXTGATE'S INDEMNIFICATION OBLIGATIONS OR CONFIDENTIALITY OBLIGATIONS IN THE AGREEMENT.

5. EXPORT CONTROL. County agrees to comply with all export laws and restrictions and regulations of any United States or foreign agency or authority, and not to export or re-export Software or Documentation or any other software or documentation provided by NextGate in violation of any such restrictions, laws or regulations, or without all necessary approvals.

6. OPEN SOURCE SOFTWARE. A segregated part of the Software licensed to County includes unmodified open source software (the "Open Source Software"). The list of such Open Source Software, including the website URLs at which you can find the source code for such Open Source Software, can be found in the "About" section of the Software application. County represents that, by accepting the terms of this Agreement and the License, County is also accepting the terms and conditions of the Open Source Software license. County further agrees that it will not use or modify such Open Source Software in a manner that would obligate NextGate to (i) distribute or disclose any Software combined, distributed or otherwise made commercially available with such Open Source Software in source code form or (ii) license or otherwise make available such Software to the public on a royalty free basis.

7. ELECTRONIC DELIVERY. All Software provided for in this Agreement shall be delivered electronically.

Exhibit D

NextGate Software

NextGate EMPI

- MatchMetrix EMPI Server
- MatchMetrix EMPI Data Quality Manager
- MatchMetrix EMPI Web Services
- MatchMetrix EMPI Java APIs
- MatchMetrix Access Manager

NextGate Provider Registry and Directory Bundle

- MatchMetrix Provider Server
- MatchMetrix Provider Data Quality Manager
- MatchMetrix Provider Web Services
- MatchMetrix Provider Java APIs
- MatchMetrix Access Manager
- MatchMetrix Provider Directory Server
- HPD IHE Interface

NextGate Relationship Registry

- MatchMetrix Relation Registry Server
- MatchMetrix Relation Manager GUI
- MatchMetrix Relation Web Services

Messaging Server

Adapters for the MatchMetrix EMPI Registry:

- PIX/PDQ v2 Adapter
- HL7 Outbound Adapter

Adapters for all MatchMetrix registries:

- Inbound JMS Interface
- Outbound JMS XML Notifications Interface

LICENSED SOFTWARE SUPPORT ORDER (Service Level Agreement)

The undersigned Licensee ("**Licensee**") under the Software License Agreement referenced above between NextGate Solutions, Inc. ("**NextGate**") and Licensee (the "**Master Agreement**") hereby submits this order for support under the Master Agreement. Terms defined in the Master Agreement shall have the same meaning when used as defined terms in this Support Order. When accepted by NextGate, this Support Order shall have effect as a binding contract as provided in the Master Agreement, the provisions of which are incorporated herein by reference. In the event of any conflict between the provisions of the Master Agreement and of this Support Order, the provisions of this Support Order shall prevail, provided it has been executed by an authorized representative of each party.

1.0 Fees:

1.1 Payment. All payments shall be due within 30 days of receipt of invoice by Licensee. The initial invoice shall be sent to Licensee on the Commencement Date. Thereafter, invoices shall be sent to Licensees at the beginning of each annual renewal period, and payment of any amounts thereunder shall be due within 30 days of receipt of such invoice.

1.2 Change of Fees. Upon renewal NextGate may change the support and service fees set forth above by providing Licensee with ninety (90) days written notice in advance of the effective date of any change in such fees.

2.0 Additional Terms and Conditions Applicable to this Support Order:

2.1 Support. NextGate shall make available to Licensee twenty-four (24) hour per day, seven (7) days per week, including holidays, telephone hot-line and email support in connection with the Licensed Software, in accordance with the support procedure set forth in Section 2.2 below. Licensee agrees to use reasonable efforts to resolve internally any support questions prior to requesting support services pursuant to this Section 2.1. The NextGate software support technician shall be only obligated to respond to Licensee's designated primary and alternate contacts, who shall have been adequately trained on the Licensed Software and who have sufficient technical expertise, training and/or experience. Licensee agrees to test, and if operable, accept and use all updates, amendments and alterations to the Licensed Software furnished by NextGate hereunder, and to install and maintain for the duration of this Support Order a VPN network. Licensee shall allow NextGate access as needed to the Licensed Software via this connection for the purpose of providing support services. Licensee shall maintain the NextGate supported versions of required third party software, if any.

2.2 Support Procedure. NextGate will make reasonable efforts to promptly log, research and resolve Deviations in the Licensed Software that Licensee identifies and that NextGate substantiates. As used herein, "**Deviation**" means one or more reproducible deviations in the standard, unmodified Licensed Software from the applicable specifications shown in the user manuals, programming guides and other documentation provided by NextGate to Licensee under the Master Agreement ("**Documentation**"). Licensee will provide sufficient information for NextGate to enable NextGate to duplicate the Deviation before NextGate's resolution obligations will commence. NextGate will not be required to correct any Deviation to the extent caused by (a) incorporation, attachment of a feature,

program, or device to the Licensed Software, or any part thereof that's not approved by NextGate; (b) any nonconformance caused by accident, neglect, misuse, alteration, modification, or enhancement of the Licensed Software or related data; (c) the failure to provide a suitable installation environment; (d) use of the Licensed Software for other than the specific purpose for which the Licensed Software are designed; (e) use of the Licensed Software on any systems other than the specified hardware platform for such Licensed Software; (f) use of defective media or defective duplication of the Licensed Software; or (g) failure to incorporate any Update (as defined below) previously released by NextGate which corrects such Deviation.

2.3 Licensee Support Responsibilities. Licensee will be respond to and solve basic problems relating to the Licensed Software and at a minimum these responsibilities will consist of the following:

- Licensee will identify two or three support individuals that will be responsible for all support escalation to NextGate.
- Licensee will facilitate a direct contact with the identified individual(s) to resolve issues per NextGate's request.
- Assist NextGate support in identifying the source of the problem;
- Determine if the source of failure is related to NextGate software

2.4 NextGate Support Responsibilities. NextGate will respond to and solve Licensed Software problems that cannot be resolved under the Licensee's Responsibilities, such as:

- Diagnosis of failures;
- Determining if the failure is the result of a configuration problem;
- Determining if the failure is the result of user error;
- Determining if a problem is a known problem;
- Distributing bug fixes and enhancements to end-users;
- Recommending fixes/methods to restore operations to end-users' systems; and
- Using every reasonable effort to reproduce the reported problem.

2.5

Severity Level Definitions.

Severity	Business Impact	Severity Definition	Response Time	
			During Regular Hours	Outside Regular Hours
Severity 1 (Critical)	Severe	A high severity problem is defined as a "system down" situation—absent of any procedural work-around (production server or system is completely down and is not operational, or the operation of a mission critical application is severely impacted by the problem and work cannot reasonably continue).	2	3
Severity 2 (High)	Significant	Limited functionality. There is limited use of the production server, application, or system. Some features work, but others do not. The production server or application is subject to periodic interruptions in service and is considered unstable after service has been restored.	3	4
Severity 3 (Medium)	Minor	A deviation that does not cause a significant portion or feature of the software to be inoperative—but it is certainly more than a mere irritant.	4	Next Business Day

NextGate in collaboration with Licensee will determine the severity level of the deviation reported by the Licensee and provide the appropriate response time as it relates to the table above. As used herein, "**Regular Hours**" means 8:00 a.m. – 5:00 p.m. Pacific Time, Monday through Friday, not including nationally observed holidays. "**After Hours**" shall mean all hours outside of Regular Hours as defined above, including weekends and holidays.

2.6 Limitation. NextGate will not be responsible for any support required as a result of Licensee's use of Licensee-developed products or software, changes to the applicable Licensed Software or its environment that are not made or authorized by NextGate in accordance with the terms of the Master Agreement, or use of other than the then-current release of the Licensed Software or the version just prior to the most current version, running on the most current version of the applicable operating system.

2.7 Updates. During the Support Term (defined below), Licensee shall be entitled to receive, free of charge, Updates to the Licensed Software and Documentation released by NextGate to its Licensees. As used herein, "**Update**" means a new version of the Licensed Software, which NextGate

distributes, free of charge to its licensees of the Licensed Software to correct deviations or to provide enhancements to the Licensed Software; provided, however, that "Update" does not include any modifications or enhancements, which represent a new product, as determined by NextGate in its sole discretion. NextGate shall support only the most current version of the Licensed Software or the version just prior to the most current version, running on the most current version of the applicable operating system.

2.8 Support Term. The term (the "**Support Term**") of any support services provided under Section 2 shall be twelve (12) consecutive months from the Commencement Date, and shall automatically renew at the commencement of each successive twelve (12) consecutive month period unless Licensee notifies NextGate no later than sixty (60) days prior to the end of the then current term.

2.9 Reinstatement of Support Services. If Licensee notifies NextGate of cancellation of support services, NextGate's obligation to provide new versions as outlined in 2.7 of Support Order are cancelled. Licensee may elect to renew support services after cancellation by paying any support fees that would have otherwise been paid during the cancellation period.

2.10 Reimbursable Travel Expenses

To the extent that this Agreement authorizes reimbursement to Contractor for travel, lodging, and related expenses, the following restrictions apply:

2.10.1. Estimated travel expenses must be submitted to the County's contract contact person for advanced written authorization before such expenses are incurred. No travel expenses are reimbursable under this Agreement unless such written pre-authorization is obtained.

2.10.2. The maximum reimbursement amount for the actual cost of lodging, meals, and incidental expenses ("LM&I Expenses") is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done at San Mateo Medical Center) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching www.gsa.gov for the term 'CONUS'). CONUS rates are set by fiscal year and are effective October 1st through September 30th.

2.10.3. The maximum reimbursement amount for the actual cost of airline and car rental travel expenses ("Air & Car Expenses") shall be a reasonable rate obtained through a cost-competitive travel service (e.g., a travel or car-rental website). Reimbursable air travel is restricted to economy or coach fares (not first class, business class, "economy-plus," or other non-standard classes) and reimbursable car rental rates are restricted to the mid-level size range or below (i.e., full size, standard size, intermediate, compact, or subcompact). No specialty, luxury, premium, SUV, or similar category vehicles may be submitted for reimbursement. Other reasonable travel expenses ("Other Expenses") such as taxi fares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis.

2.10.4. If in doubt about the propriety of LM&I Expenses, Air & Car Expenses, or Other Expenses, Contractor should err on the side of caution and not incur an expense at that level or obtain authorization from the County's contract contact person.

Exhibit F

COUNTY BILLING INFORMATION

If you have any billing questions, please contact Peggy Poon-Tse in our Finance Department at (626) 340-4990 or peggy@nextgate.com. Thank you.

COUNTY INFORMATION:

Name:	
Billing Address:	

CONTACTS – INVOICE APPROVAL & PAYMENT

Approving Manager:	
Email Address:	
Phone #:	

Accounts Payable Manager:	
Email Address:	
Phone #:	

PURCHASE ORDER:

P.O. Required: Yes _____ No _____

P.O. Number* (if yes to above): _____

*Please attach copy of PO if applicable.

Exhibit G

NextGate Hardware & Software Requirements

Server Requirements

MatchMetrix Registries perform very well within virtual environments. The database and NextGate Server should be located on separate servers. Difference is in the Development Server where we can run them both locally. Example 2 cores and 4GB RAM. Test, UAT servers should be sized as closely to the Production Server.

Requirement	Supported
Database	MS SQL Server 2012 or 2014 With JDBC Driver; sqlijdbc.jar
Windows	Windows Server 2012

Client Requirements

Requirement	Supported
Adobe Flash Player	V11 or above
Windows	Windows 7 or 8.1
Browser	IE 9, Firefox or Chrome
Java	JDK 7 (build u71 or higher)

Required Resources

Resource	Minimum Requirements and Recommendations
Disk Space for the Database (Database Server)	EMPI Registry: 2.5K per record per store record 2.5K per effective update transaction Provider Registry 5K per record per stored record 5K per effective update transaction
Disk Space for Analysis (local)	EMPI: 2.5K per stored record Provider: 5K per record per stored record

Disk Space for Audits (Database Server or SAN)	25 GB per year for 100K daily transaction volume
Disk Space for Software (local)	10 GB
Disk Space for Logs (local)	10 GB
Disk Space for Queues (local or SAN)	10 GB
Disk Space for NGMS Journals (local or SAN)	10 GB

Hardware Resource Requirements

Resource	Minimum Requirements and Recommendations
CPU Cores for the NextGate Applications	2 core Minimum for 1M data analysis (1 core per additional 1M records) 2 core for 100K daily transaction volume
Cores for Database Server	2 core for 100K daily transaction volume
RAM	4X cores
Virtual Machine (VM) sizing	Size the VM's no bigger than 4 cores and 16 GB of RAM. Then add parallel VMs as needed

Deployment Example

This shows the desired deployment for the County of San Mateo. There are 3 Servers and 2 Database Server instances (Test/Production)

EUID: Up to 250,000

Sources: Up to 5-7 local systems (eCW, Sorian, Avatar(2), PulseCheck, others)

Transaction Volume: Across all sources, 100K per day

Resources	Development Server	Test Server	Production Server
CPU	2 cores at 2 GHz or higher	2 cores at 2.5GHz or higher	2 cores at 2.5GHz or higher
RAM	4 GB RAM	4-8 GB RAM	8 GB RAM
Local Disk Space	10 GB Space	50 GB Space	100 GB Space
Disk Space Required for Data Analysis	EMPI Registry: 2.5 GB per 1 Million	EMPI Registry: 2.5 GB per 1 Million	EMPI Registry: 2.5 GB per 1 Million

	records for analysis Provider Registry: 5 GB per 1 Million records for analysis	records for analysis Provider Registry: 5 GB per 1 Million records for analysis	records for analysis Provider Registry: 5 GB per 1 Million records for analysis
Disk Space Required for the Database	EMPI Registry: 2.5 GB per 1 Million records for analysis Provider Registry: 5 GB per 1 Million records for analysis	EMPI Registry: 2.5 GB per 1 Million records for analysis Provider Registry: 5 GB per 1 Million records for analysis	EMPI Registry: 2.5 GB per 1 Million records for analysis Provider Registry: 5 GB per 1 Million records for analysis
Local Server RAID Configuration	N/A	0+1	0+1
Network Connection Speed	10 Mb or higher	10 Mb or higher	10 Mb or higher
Screen Resolution	Minimum 1280 x 1024	N/A	N/A

** For VMWare Snapshots, double the disk requirement for each snapshot since it can, in theory, be as large as the disk image. To be safe, minimum VM should be 2 cores 8 GB of RAM with growth to 4 cores and 16GB RAM.

NextGate Access Requirements

The table below describes the level of access to our system required by NextGate Technicians for each component. This includes tools that should be installed on the computer.

Server Type	Tools	Access Requirements
ALL	VPN	Remote access
	Remote Desktop	Remote access
	FTP – Product Transfer	FTP
Windows	Installation of software and tools	Admin

	Java JDK 7 Adobe Reader Database Client (dbVisualizer) Text Editor (Notepad ++) PDF Reports	View
	NextGate Server	Read/Write Start/Stop Requires admin access to install service
	NextGate product directories	Read/Write
Microsoft SQL Server	Access to the schemas: db execute right db_datareader db_datawriter db_ddladmin	With roles: db_executor db_datareader db_datawriter db_ddladmin

Backup and Recovery

Disaster Recovery (DR)

Use of standard database replication techniques, where backups are taken at known intervals and moved to DR Site are suggested.

Having a clustered database implementation provides the highest availability.

Suggested backups –

Full Backup – backup all data in the database. This truncates the transaction log, and a separate log backup is necessary.

Log Backup – backups all items in the transaction log, and then truncates the log. This is done throughout the day.

Exhibit H

Referrals and Publicity

- 1. Referrals.** Licensee shall serve as a reference source for the assessment of the Software and the Support Services provided by NextGate, and Licensee shall respond, as reasonably requested, to inquiries by potential customers of NextGate and third parties regarding the Software and the Support Services.
- 2. Publicity.** Except as expressly permitted herein, neither Party will make public announcements or issue press releases relating to this Agreement or the terms of this arrangement. without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

Attachment H
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 (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 164.503 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 164.501.

- 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 the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- j. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of County, available to the County at the request of County or the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- k. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- l. Business Associate agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (k) of this Schedule, in order to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- m. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of County.
- n. Business Associate shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- o. Business Associate shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- p. Business Associate shall report to County any Security Incident within three (3) business days of becoming aware of such incident. Business Associate shall also

- facilitate breach notification(s) to the appropriate governing body (i.e. HHS, OCR, etc.) as required by law. As appropriate and after consulting with County, Business Associate shall also notify affected individuals and the media of a qualifying breach.
- q. Business Associate understands that it is directly liable under the HIPAA rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of Protected Health Information that are not authorized by this Attachment, the underlying contract as or required by law.

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.

PERMISSABLE 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 I

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

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

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

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

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

Name of 504 Person:

EDWARD YANG

Name of Contractor(s):

NEXTGATE SOLUTIONS, INC.

Street Address or P.O. Box:

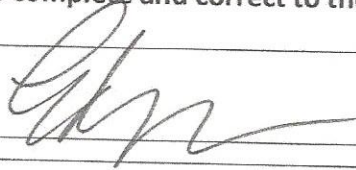
3579, E-FOOTHILL BLVD, SUITE 587

City, State, Zip Code:

PASADENA, CA 91107

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

Signature:



Title of Authorized Official:

COO

Date:

5/18/2015

*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."