

Agreement No. _____

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND PANORAMIC SOFTWARE, INC

This Agreement is entered into this ____ day of _____, 20____, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Panoramic Software, Inc., hereinafter called "Contractor."

* * *

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

Whereas, it is necessary and desirable that Contractor be retained to provide PA-Pro-Web, PG-Pro Web, and Rep Payee-Pro Web software to support the County Health System, Division of Aging and Adult Services Public Authority and Public Guardian programs.

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 – Disaster Recovery Plan
- 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 Two Hundred Thousand Dollars (\$200,000). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 1, 2019, through December 31, 2021.

5. Termination

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

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

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

6. Contract Materials

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

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

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

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

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

9. Assignability and Subcontracting

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

10. Insurance

a. General Requirements

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

b. Workers' Compensation and Employer's Liability Insurance

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

c. Liability Insurance

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

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

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

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

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, 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.

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

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

b. Equal Employment Opportunity

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

c. Section 504 of the Rehabilitation Act of 1973

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

d. Compliance with County's Equal Benefits Ordinance

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

e. Discrimination Against Individuals with Disabilities

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

f. History of Discrimination

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

g. Reporting; Violation of Non-discrimination Provisions

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

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject 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.

h. Compliance with Living Wage Ordinance

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

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

14. Retention of Records; Right to Monitor and Audit

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

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

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to

determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

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

16. 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.

17. 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: Moony Tong, Financial Services Manager, Aging and Adult Services
Address: PO Box 5892, San Mateo, CA 94402
Telephone: 650-573-2236
Email: mtong@smcgov.org

In the case of Contractor, to:

Name/Title: Jeff von Waldburg, President and CEO, Panoramic Software Inc.
Address: 32932 Pacific Coast Highway #14-482, Dana Point, CA 92629
Telephone: 877-558-8527
Facsimile: 877-548-0636
Email: jeff@panosoft.com

18. Electronic Signature

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

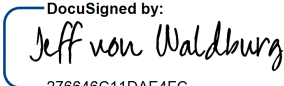
19. Payment of Permits/Licenses

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

* * *

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

For Contractor: Panoramic Software, Inc.

 <small>276646C11DAE4FC...</small>	12/4/2018 8:37 AM PST	Jeff von Waldburg
_____ Contractor Signature	_____ Date	_____ Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Exhibit A

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

1. **CERTAIN DEFINITIONS**

- 1.1 **Software.** As used herein, the term "Software" shall mean the computer application software known to **Contractor** as "**PA-Pro Web**", "**PG-Pro Web**", "**Rep Payee-Pro Web**", and all coding (object code and source code), tapes, discs, modules, and similar materials comprising such software. The Software is described more specifically in the Documentation (defined below).
- 1.2 **Documentation.** As used herein, the term "Documentation" shall mean the documentation relating to the Software, which documentation is described below, and all manuals, reports, brochures, sample runs, specifications and other materials comprising such documentation.
- 1.3 **System.** As used herein, the term "System" shall mean the Software and the Documentation, collectively. Reference to the System shall include any component thereof. All modifications and enhancements to the System shall be deemed to be part of the System as defined herein and shall be subject to all of the terms and conditions set forth herein.
- 1.4 **License.** As used herein, the term "License" shall have the meaning assigned to such term in Section 3.1.

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

- 2.1 **Software.** **PA-Pro Web, PG-Pro Web, Rep Payee-Pro Web**, Client and Data Management System for the Public Administrator Program. This is cloud-based system hosted remotely by Contractor.
- 2.2 **Documentation.**

<u>Quantity</u>	<u>Description</u>
1	PA-Pro Web User's Guide
1	PA-Pro Web Sample Reports Package

3. **GRANT OF LICENSE**

- 3.1 **Grant.** Contractor hereby grants to County a license with respect to the Software, subject to the terms and conditions set forth herein (the "License").

3.2 Scope. The License granted herein shall consist solely of: (i) the non-exclusive, non-transferable right of Contractor to operate the Software for the purpose of providing services solely in connection with County's existing business; (ii) the non-exclusive, non-transferable right of County to copy the Software solely for backup purposes; and (iii) the right to receive and use the Documentation. The License granted herein shall not entitle County: (a) to operate the Software on any equipment other than County owned hardware; or (b) to operate the Software other than in connection with County's existing business; or (c) to permit any person or entity other than County and its employees to operate the Software; or (d) to copy the Software in any manner or in any form other than solely for backup purposes; or (e) to modify or enhance the Software in any respect; or (f) to transfer any right in the Software to any other person or entity.

3.3 Ownership. County acknowledges and agrees that, as between Contractor and County, title and full ownership of all rights in and to the System and all other materials provided to County hereunder shall remain with Contractor. County further acknowledges and agrees that the System, and all ideas and expressions contained therein, are proprietary information and trade secrets of Contractor

3.4 Source Code Access. Contractor will make the source code for **PA-Pro Web, PG-Pro Web, Rep Payee-Pro Web**, available to County if Contractor goes out of business.

4. DESCRIPTION OF SYSTEM ACTIVATION

4.1 Activation. PANOSOFT shall have the system ready for Customer access in the manner and on the schedule set forth in Schedule B attached hereto. The date on which PANOSOFT has the system available to Customer for data entry and access shall be referred to herein as the "Activation Date".

5. ADDRESS OF PARTIES

Panoramic Software Inc.
32932 Pacific Coast Highway #14-482
Dana Point, CA 92629
Phone: (877) 558-8527
Fax: (877) 548-0636

San Mateo County Health System
Aging and Adult Services
PO Box 5892
San Mateo, CA 94402
Phone: (650) 573-3900
Fax: (833) 284-4554

6. GENERAL MAINTENANCE SERVICES

- 6.1 General Maintenance Services. Contractor will provide to County the following types of services under this Agreement on all weekdays, Monday through Friday, from 8:30 to 4:30 Pacific Standard Time, excluding holidays:
- a. **Telephone Support:** Contractor staff will be available to answer questions by telephone concerning **PA-Pro Web, PG-Pro Web, Rep Payee-Pro Web**, application software.
 - b. **Training Classes:** Software user training classes for **PA-Pro Web, PG-Pro Web, Rep Payee-Pro Web**, will be offered from time to time by Contractor. Training classes will be conducted at various locations to include Contractor's corporate headquarters, at PG Association training conferences, and at County sites. The timing and location of such classes shall be at the discretion of Contractor.
 - c. **Software Enhancements:** Updates to **PA-Pro Web, PG-Pro Web, Rep Payee-Pro Web**, will be provided to fix application software errors and to improve ease of use and performance. Such updates may include changes necessary to meet federal, state, and county mandated requirements. All software enhancements will be provided at the discretion of Contractor.
 - d. **Error Correction:** An error is defined as any aspect of the software performance which does not conform substantially to the operation specified in the user documentation. County identified errors will be corrected and brought into conformance with the user documentation.
 - e. **Software Releases:** Software Enhancements and Error Corrections will be made available to Customers in Software Releases from time to time as considered necessary by Contractor.
 - f. **New Documentation Releases:** Documentation to accompany Software Enhancements will be provided when available.
 - g. **Technical Services Bulletins:** Contractor will provide Technical Services Bulletins to Customers from time to time. Such bulletins may include information concerning **PA-Pro Web, PG-Pro Web, Rep Payee-Pro Web**, usage, third party software, and other matters considered relevant to Customers by Contractor. Technical Services Bulletins will be issued at the discretion of Contractor.

7. ADDITIONAL MAINTENANCE SERVICES

- 7.1 Additional Maintenance Services. Contractor will provide additional maintenance services at an additional charge. Contractor may require County authorization in writing and/or a County Purchase Order before any service which results in billable costs is performed. Additional Maintenance Services includes, but is not limited to, the following
- a. **Additional Training:** Additional software training is available at County sites.
 - b. **Data and Systems Corrections:** Data and Systems corrections include any corrective actions accomplished by Contractor staff on-site or via remote

dial-in which are necessary due to County error(s) or unauthorized data access by County. Unauthorized data access by County is defined as any County staff editing or entering of data other than through normal system usage as described in the user documentation.

- c. **County Site Visits:** Visits to County sites requested by County for reasons such as, but not limited to: (1) additional system training on hardware or software usage; (2) resolution of system difficulties not resulting from actions by, or otherwise the responsibility of, Contractor (as determined by mutual agreement between Contractor and County); (3) installation of Software Releases; and, (4) assistance in equipment maintenance, movement, or diagnosis.
- d. **New Software Modules:** Software Modules are developed to address areas of information management not currently or significantly addressed by **PA-Pro Web, PG-Pro Web, Rep Payee-Pro Web**. The License for any such New Software Modules will be available for County to purchase under separate contractual agreement with Contractor.
- e. **Custom Programming:** Requests for supplemental programming or customization of system features will be available for County. Such requests will be reviewed by Contractor and, if accepted for implementation by Contractor, will be subject to the then current hourly programming rate.

8. COUNTY SYSTEM RESPONSIBILITIES

8.1

County System Responsibilities. County is responsible for performing the following duties relating to the successful operation of **PA-Pro Web, PG-Pro Web, Rep Payee-Pro Web**. Contractor will provide assistance to County in performance of County System Responsibilities at an additional charge. Contractor recommends that County appoint a System Administrator who will be responsible for County System Responsibilities

- a. **System Operation:** System Operation is the general operation of County's hardware and all software including, but not limited to, system restarts, configuration and operation of system peripherals (such as printers, modems, and workstations).
- b. **County Hardware Repair:** County is responsible for resolving all hardware problems, reinstalling repaired equipment, and all other actions necessary to complete the repair process.
- c. **Service Contracts:** Service Contracts for County hardware and system software other than **PA-Pro Web, PG-Pro Web, Rep Payee-Pro Web**, must be initiated and renewed by County.
- d. **Software Maintenance Agreement:** This Agreement must be in effect for County to receive from Contractor any of the services listed in this Agreement. Services listed in this Agreement will be unavailable to contractors who are not under a current Software Maintenance Agreement. In the event County discontinues this Agreement and subsequently desires to reinstate the Agreement in order to receive any of the services listed in this Agreement, **Customer** will be required to pay the normal monthly charge for all months during the term of the Agreement during which service was

discontinued before service will be reinstated.

9. WARRANTY

- 9.1 General Warranty Contractor warrants to County that Contractor has full right and authority to grant to Contractor the License herein and that Contractor's possession and use of the System in accordance with the License herein shall not infringe any United States copyright or patent.
- 9.2 Performance Contractor warrants to County that **PA-Pro Web, PG-Pro Web, Rep Payee-Pro Web**, application software contracted for by County will perform in substantial compliance with the **PA-Pro Web, PG-Pro Web, Rep Payee-Pro Web, User's Manual** listed on Schedule A. There are no express or implied warranties, including the implied warranty of merchantability and fitness for a particular purpose not specifically set forth in this agreement, with respect to this agreement, or the software or other products, documentation or other products.
- 9.3 Sole and Exclusive Remedy. If County believes a product does not conform to the above warranties at any time during the term of this Agreement, County shall notify Contractor in writing. Contractor will use commercially reasonable efforts to repair or replace the software medium or bring the Licensed Programs into substantial conformance with the applicable specification at no additional cost to the County. In the event that the foregoing remedy is determined to fail of its essential purpose, Contractor shall refund or reimburse County the total amount actually paid by County to Contractor under the terms of this Agreement.
- 9.4 Service Level Agreement Contractor guarantees 99% availability during "prime time" defined as 7am to 7pm PST Monday-Friday. A service level report shall be made available upon County request.

10. CONFIDENTIALITY

- 10.1 County Obligations. County acknowledges that, by virtue of the License granted herein, it will have access to certain proprietary information and trade secrets of Contractor, including without limitation proprietary information and trade secrets relating to the System (collectively, the "Confidential Matters"). County agrees that the Confidential Matters, and all information comprising or relating to the Confidential Matters, shall be deemed confidential and proprietary to Contractor, shall be held in trust by County, and shall be safeguarded by County to the same extent that County safeguards confidential matters relating to its own operation which in no event shall be less than the safeguards that a reasonably prudent person or business would exercise under similar circumstances.

To these ends, County agrees to take such steps as may be necessary to ensure that neither the Confidential Matters, nor any information comprising or relating to the Confidential Matters, are used by County or any of its employees, agents, or representatives in any manner or for any purpose other than as provided herein or are made available by County or any of its employees, agents, or representatives to any other person or entity, without the prior written consent of Contractor. Such steps shall include without limitation the execution by County's employees, agents and representatives having access to the Confidential Matters of binding agreements to maintain confidentiality in accordance with this provision.

10.2 Exceptions County's obligations pursuant to Section 11.1 shall not apply to: (i) information which is in the public domain, other than as a result of any breach of this Agreement; (ii) information which the County is required to disclose under California's Public Records Act, Gov't. Code section 6250 et. seq.; or (iii) information which County is obligated to disclose pursuant to the lawful order of any court or government instrumentality in the United States, but only to the extent required by such order.

10.3 Contractor's Obligations. Contractor acknowledges that, by virtue of the County/developer relationship established herein, it will have access to certain confidential information relating to the County's clients and activities. Contractor agrees that all information relating to the activities and the clients of County shall be deemed confidential and proprietary to County, shall be held in trust by Contractor, and shall be safeguarded by Contractor to the same extent that Contractor safeguards confidential matters relating to its own clients and activities which in no event shall be less than the safeguards that a reasonably prudent person or business would exercise under similar circumstances.

To these ends, Contractor agrees to take such steps as may be necessary to ensure that no information comprising or relating to the clients or activities of County are used by Contractor or any of its employees, agents, or representatives in any manner or for any purpose other than as provided herein or are made available by Contractor or any of its employees, agents, or representatives to any other person or entity, without the prior written consent of County. Such steps shall include without limitation the execution by Contractor's employees, agents and representatives having access to the County's confidential information of binding agreements which impose on such persons the same obligations which are imposed on Contractor under this section.

11. DOCUMENTATION

11.1 Documentation. Contractor will provide technical writing services to County to document procedures for the Estate Management program.

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. FEE AND PAYMENT SCHEDULE

- 1.1 License Fee. The full fee is inclusive of Software License, State Taxes on the Software License, Maintenance and Support.

Monthly Software Hosting, License, Maintenance and Support	\$4,000 monthly (\$144,000 for 36-month term)
Addition Costs (see below)	\$56,000

- 1.2 Additional Training. Any visits to County's site by Contractor staff other than for Initial Training will be made at the County's written request. Such visits will be invoiced at a rate of \$1,200.00 per day, with a one (1) day minimum. All reasonable costs of travel associated with such visits (automobile mileage or air fare, car rental, food and lodging, and other out-of-pocket expenses) will be billed to County at cost.
- 1.3 Programming. Custom programming is available at County's written request. Charges for custom programming will be on an hourly basis at a rate of \$150.00 per hour. For any given request, Contractor will provide an estimate of the total programming charges in advance of beginning work and further notify County if the ongoing estimate of total charges to completion should ever exceed the initial estimate. In no case will County be billed for charges in excess of the greatest approved estimate.
- 1.4 Payment Schedule. Maintenance fees will be paid quarterly upon receipt of invoice from Contractor. Any costs for training or other services will be paid for upon receipt of invoice from Contractor. Contractor shall invoice County for all sums which County owes Contractor hereunder, and County shall pay each invoice within thirty (30) days after receipt thereof.
- 1.5 Documentation. Charges for technical writing services will be on an hourly basis at a rate of \$75.00 per hour. For any given request, Contractor will provide an estimate of the total technical writing charges in advance of beginning work and further notify County if the ongoing estimate of total charges to completion should ever exceed the initial estimate. In no case will County be billed for charges in excess of the greatest approved estimate.

2. DOCUMENTATION FEES

- 2.1 Documentation Fees. Cost to provide technical writing services to County to document procedures for the Estate Management program will be predetermined and agreed upon in writing prior to implementation of documentation work as described

3. OTHER COMPENSATION

- 3.1 Other Compensation

- a. Fee for Additional Services. If Contractor provides services requested in writing by County which are in addition to the services specified in Exhibit A, County shall as compensation

for such additional services pay to Contractor a fee based on Contractor's then prevailing rate for such services.

- b. Expenses Relating to Services. County shall reimburse Contractor for all necessary travel, lodging, and per diem expenses incurred by Contractor and its employees in performing Contractor's obligations hereunder.
- c. Prior Approval. With respect to charges for any "Additional Services" or "Expenses relating to Services" as set forth above in Sections (a) and (b), Contractor will provide an estimate of the total charges for such "Additional Services" or "Expenses relating to Services" and shall obtain County's prior approval in advance of incurring any such charges. Contractor shall immediately notify County if the ongoing estimate of total charges to completion are likely to exceed the initial estimate. In no case will County be billed for charges in excess of the greatest approved estimate or that will cause the aggregate maximum payments allowable under this Agreement.
- d. Telephone Line Charges. All telephone charges incurred by Contractor in connection with Remote Dial-In Diagnostics and other system-related activities utilizing modems, telephone equipment and the use of telephone lines will be billed to County.
- e. Travel: Charges for transportation according to IRS mileage rates, Lodging shall be Moderate for the area or Medium Priced Lodging, meals allowance shall be \$42.00 per day per consultant including breakfast, lunch and dinner, incurred by Contractor in connection with providing General Maintenance Services or Additional Maintenance Services will be billed to County. Costs will include, but not be limited to airline tickets, car rentals, taxis, personal auto mileage, lodging, meals, and incidental expenses.
- f. Customer Travel Costs. All costs of County travel to Contractor training classes, including but not limited to transportation, lodging, meals, and other travel expenses will be paid by County.
- g. Taxes. All maintenance charges under this Agreement are inclusive of any taxes legally imposed on the licensing, delivery, and use.
- h. Changes in Charges Contractor may not change the charges for Maintenance Services.

Exhibit C

Panoramic Software, Inc.

Disaster Recovery Plan



PANORAMIC

December 8, 2017

Contents

Overview.....	3
Terminology	3
EC ₂	3
AMI	3
EBS	3
S ₃	3
Backup Scheme	3
Disaster Recovery.....	4
Level 1 - Single EC ₂ Instance Down.....	4
Circumstance.....	4
Action 1.....	4
Action 2	4
Result	4
Level 2 - Amazon Availability Zone Down for Extended Time	4
Circumstance.....	4
Result	5
Level 3 - AWS Region Inaccessible	5
Circumstance.....	5
Result	5
Level 4 - AWS Gone.....	5
Circumstance.....	5
Result	5

Overview

Panoramic Software Inc. hosts its web applications on the Amazon Cloud. Amazon Web Services (AWS) provides state of the art infrastructure utilizing innovative architectural and engineering approaches. Panoramic Software Inc., has chosen to host its applications on AWS, because of a combination of security, reliability, and scalability.

Panoramic intends to provide the highest percentage of uptime possible. To do this we must make decisions regarding the course of action which will restore service the fastest. It isn't always clear what is causing the outage and decisions must be made as to the nature of the "disaster" and potential ramifications of different responses.

There are 5 levels of disaster which could affect the accessibility of the software Panoramic provides to its customers. This document will detail the response to each of these disaster levels.

Terminology

Some terminology will be important throughout this document.

EC2 (Elastic Compute Cloud) – Server Instance, which contains programs and configuration files.

AMI (Amazon Machine Image) – pre-configured operating system and virtual application software which is used to create a virtual machine within the Amazon Elastic Compute Cloud (EC2)

EBS (Elastic Block Storage) - highly available, highly reliable storage volumes that can be attached to a running Amazon EC2 instance.

S3 (Simple Storage Service) – Long term data storage, designed to provide 99.99999999% durability and 99.99% availability of objects over a given year.

Backup Scheme

Panoramic's backup scheme uses Redgate SQL Backup Pro, to schedule database backups. These backups are performed at regular intervals. Redgate manages this process, as well as compresses the backup files.

This backup scheme gives us the ability, using the weekly full backups, in combination with the nightly differential and hourly logs, to restore to within an hour of any point in time.

- Every hour, an hourly differential backup is taken
- Every night, a full day differential backup is taken
- Weekly full database backups are taken early on Sunday mornings

May 8, 2014 [DISASTER RECOVERY PLAN]

On the schedule outlined above, each of these backup files, is copied from the Database Sever to a separate server within our AWS infrastructure. On the same schedule, each of these backup files is copied to our S3 storage within AWS.

In addition to these two locations within AWS, on an hourly basis, all backups are sync'd with a server located at our Southern California office.

Disaster Recovery

Level 1 - Single EC2 Instance Down

Circumstance

Our production environment runs on 3 EC2 instances. If one of these EC2 instances fails all applications will be unavailable until the instance returns to service or is duplicated and placed in to service.

Action 1

Initial response is to re-boot instance, and restore service. If instance will not reboot and cannot be accessed, then Action 2 will be pursued.

Action 2

A new AMI (Amazon Machine Image) is spun up from a snapshot of the production AMI and existing EBS volumes are attached.

Result

In the case of a level 1 disaster, customers will experience up to 2 hours of down time with no data loss when service is resumed.

Level 2 - Amazon Availability Zone Down for Extended Time

Circumstance

AWS provides multiple redundant Availability Zones within an AWS Region. If the Availability Zone our production environment is located in fails, or loses communication, all applications will be down until service is restored.

Action

Panoramic will boot new AMI in alternate zone within the same Region.
Panoramic will then configure EC2 and restore data from hourly backups from S3.

Result

Customers will experience downtime of up to 6 hours and potentially the loss of up to 2 hours of data.

Level 3 - AWS Region Inaccessible

Circumstance

If the entire AWS region within which our production environment is hosted fails or become inaccessible, all applications will be down until service is restored or the environment is duplicated.

Action

Panoramic will spin up a new AMI in new region.

The AMI will be configured to production specifications (AMI snapshots do not transfer across AWS regions)

Data will be restored from hourly backups in S3

Result

Up to 12 hours of down time and up to 2 hours of data loss

Level 4 - AWS Gone

Circumstance

The entire AWS infrastructure is inaccessible for an extended period of time.

Action

Panoramic will configure instances on new hosting infrastructure

Data will be restored from nightly offsite backup

Result

Up to 3 Days of downtime and up to 24 hours of data loss

Access to documents uploaded within applications would only be restored after AWS restoration.

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 160.103 and is limited to the information created or received by Business Associate from or on behalf of County.
- i. **Required By Law.** "Required by law" shall have the same meaning as the term "required by law" in Section 164.103.
- j. **Secretary.** "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- k. **Breach.** The acquisition, access, use, or disclosure of PHI in violation of the Privacy Rule that compromises the security or privacy of the PHI and subject to the exclusions set forth in Section 164.402. Unless an exception applies, an impermissible use or disclosure of PHI *is presumed* to be a breach, unless it can be demonstrated there is a low

probability that the PHI has been compromised based upon, at minimum, a four-part risk assessment:

1. Nature and extent of PHI included, identifiers and likelihood of re-identification;
 2. Identity of the unauthorized person or to whom impermissible disclosure was made;
 3. Whether PHI was actually viewed or only the opportunity to do so existed;
 4. The extent to which the risk has been mitigated.
- l. **Security Rule.** "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.
- m. **Unsecured PHI.** "Unsecured PHI" is protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in relevant HHS guidance.
- n. **Security Incident.** "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. "Security Incident" includes all incidents that constitute breaches of unsecured protected health information.

OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE

- a. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- b. Business Associate agrees to use appropriate safeguards to comply with Subpart C of 45 CFR part 164 with respect to EPHI and PHI, and to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to make uses and disclosures requests for Protected Health Information consistent with minimum necessary policy and procedures.
- d. Business Associate may not use or disclose protected health information in a manner that would violate subpart E of 45 CFR part 164.504 if used or disclosed by Covered Entity.
- e. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- f. Business Associate agrees to report to County any use or disclosure of Protected Health Information not authorized by this Agreement.
- g. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of County, agrees to adhere to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- h. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.

- i. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that 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.

PERMISSIBLE REQUESTS BY COUNTY

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

DUTIES UPON TERMINATION OF AGREEMENT

- a. Upon termination of the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from County, or created, maintained, or received by Business Associate on behalf of County, that Business Associate still maintains in any form. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- b. In the event that Business Associate determines that returning or destroying Protected Health Information is infeasible, Business Associate shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protection 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:

Name of Contractor(s):

Street Address or P.O. Box:

City, State, Zip Code:

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

Signature:

DocuSigned by:
Jeff von Waldburg
270046C11DAE4FC...

Title of Authorized Official:

CEO

Date:

12/4/2018 | 8:37 AM PST

*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."