

Agreement No. _____

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND CUSHMAN
COMPUTER CONSULTING, INC.**

This Agreement is entered into this ____ day of _____, 2020, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Cushman Computer Consulting, Inc., hereinafter called "Contractor."

* * *

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing system enhancements and maintenance to the Human Services Agency's Revenue and Claims Data System (REXP) for the term of July 1, 2020 to June 30, 2023 in the amount of \$330,000.

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
- Attachment H - HIPAA Business Associate Requirements
- Attachment IP - Intellectual Property

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 **THREE HUNDRED THIRTY THOUSAND DOLLARS** (\$330,000). In the event that County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2020, through June 30, 2023.

5. Termination

This Agreement may be terminated by Contractor or by County 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.

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: Jacinta Arteaga, CFO
Address: 1 Davis Drive
Belmont, CA
Telephone: 650-802-6491
Email: JArteaga@smcgov.org

In the case of Contractor, to:

Name/Title: Ken Cushman, President
Address: 313 Westridge Pl, Petaluma CA 94952
Telephone: (415) 525-6971
Email: Ken@cushmancc.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: CUSHMAN COMPUTER CONSULTING, INC.

<small>DocuSigned by:</small> <i>Ken W. Cushman</i> <small>2CB0E108B1AD4BA...</small>	5/29/2020 9:32 AM PDT	Ken W. Cushman
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 – Services

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

Overview

REXp is a Revenue and Claims reconciliation and business intelligence system built for San Mateo County (SMC) Human Services Agency (HSA) by Cushman Computer Consulting, Inc. (C3).

I. System Enhancement Module Details

Contractor will expand REXp with three new modules. The modules will be built and installed in three separate releases, v5.0, v5.1, and v5.2 as shown below.

- Program Allocation accounting and reporting (release v5.0)
- Unaudited County Expense Claim (CEC) accounting and reporting (release v5.1)
- Integration with the new County Expense Claim Reporting Information System (CECRIS) system (release v5.2)

<i>Release</i>	<i>User Acceptance Testing</i>
v5.0	No later than 4 months after contract term start date
v5.1	No later than 5 months after contract term start date
v5.2	December 15, 2020 or earlier

v5.0: Allocation Upload, Entry, and Reports

The Allocation module in REXp would be a large subsystem of REXp. It would include the following major enhancements:

Enhancement A: Allocation Management Report

The foundation of the Allocation module would be a new Allocation Report for Directors. This management report would show all the allocation information for a director, listed by program. The report would allow management to easily and quickly see how expenses and revenue align with the current and prior year(s) allocation, ensuring that funds are spent appropriately and timely. The report would be highly configurable so the report would give management the exact view desired.

Report features include:

- Allocation, revenue, and expenses shown for a selected time period.
- Percentage of allocation change, and allocation spent compared to prior period.
- Ability to see report for any date range, including a way to quickly show through any quarter.
- Ability to compare current fiscal year period to the same period of the past year or past years (up to previous 5 years).
- There will be a summary version and a detailed version of the report. The summary version will show the totals per Program for the director(s), while the detailed version will also show the Description totals for each Program.

- To increase readability, the details for the expenses (Federal, State, and 2011/County amount) would, by default, not be shown on the report. However, they would be available by clicking on the standard “Restore Columns” button.
- The Allocation report would have an additional layer of security beyond the regular REXp security levels: a new Allocation Management security flag. Only those with this flag set would be able to see the report.
- The County Fiscal Letters (CFLs) associated with the allocation would be available as a link behind the report’s allocation description.
- There will be an option to show Unaudited CEC claims for the period shown if Audited CEC claims are not available (Assuming Unaudited CEC module is built).
- Since many of the relationships contained in the report change over time (which programs a director is responsible for, the program numbers associated with a description, etc.), the report will include complex logic, based on the time frames in the cross-reference tables, so that the report can accurately be created for any time period.
- All standard REXp report functionality would be included: ability to print as pdf, export as CSV, sort by any column, search for any data in table, ‘hide’ columns, etc.

A proposed prototype provided by SMC is listed in Appendix B. This is not the final design but shows the key fields and functionality.

Summary of Scope

- Complex Allocation Report
- Security changes on Settings page for new security level

Enhancement B: AA190 Receipts (Revenue) assigned to Program Numbers

The AA190 receipts for CEC do not detail the amount of the AA190 payment that is being paid for an individual CEC PINs. This level of detail is necessary for the Allocation Reports. Therefore, as part of the allocation module there will be two new screens that will allow users to split the AA190 receipts to the appropriate program number (aka CEC PIN).

The first screen will be a summary for a particular month of all CEC AA190 Receipts sorted by Program Group, which is how CEC groups the receipts. This summary screen will show the total claimed, the total received, how much of the total received has been assigned to Program Numbers. This summary page will allow users to easily see which CEC receipts have been fully assigned and which have not. Users can easily view and update the detail for the month and program group by clicking on the associated link, which will take them to the second screen.

The second screen will show the detail for the CEC receipt assignment. For a particular month and CEC program group, the page will show the all audited CEC claim details, all associated AA190 receipts, and receipt amounts assigned to program numbers (if any).

REXp will be able to automatically default this assignment if the claim and revenue match for the CEC Program Group (as seen on the existing Reconciliation report). This will save users much manual entry. Users will be able to update this default as necessary, including adding

direct costs (see below) not included in the CEC data. For non-balancing CEC Program Groups, users will be able to manually split the AA190 receipts to the correct program number.

If desired, there could be a mechanism on this new page to allow users to exclude any specific receipt, such as realignment, from the allocation sub-system.

This new receipt applied at the program level page will only be used for CEC receipts. Since non-CEC data is already received at the program number level, the application for allocation purposes of receipts to program numbers for assistance and other non-CEC receipts can be done automatically when the AA190 is uploaded or entered. As part of this module then, the AA190 upload page and receipt entry/update page will be updated to automatically load this data.

Direct Cost Capture

For CEC Pins with direct costs, the claim/expense and AA190 revenue must be further split because a single CEC PIN may have charges to two separate allocation descriptions. This split is not included in the current CEC FoxPro file and thus cannot be automated. The new Receipt assigned to Program Numbers page will allow users to note direct costs and where the direct cost should be shown on the Allocation Report. This will enable all CEC receipts, even direct costs, to be accurately reflected on the Allocation Report.

Summary of Scope

- New logic to automatically split CEC AA190 receipts down to the program number level where the receipts reconcile with the claims at the CEC program group level and write to new database table.
- New summary screen that shows total CEC claim, receipts, receipt amount assigned, etc., for a CEC program group and date. Each line links to detail screen below.
- New detail screen to allow users to verify, update, and enter split of CEC AA190 receipts to individual programs. The new screen will also include logic to allow users to enter Direct Cost Capture.
- AA190 electronic load and AA190 manual entry page updated to write to new receipt per program table for all non-CEC receipts.

Enhancement C: Upload County Fiscal Letters

The State County Fiscal Letters (CFLs) informs Counties of the amount of an allocation for a program description for a fiscal year. These CFLs (in .pdf format) would be electronically uploaded to REXp via the current Upload page. REXp would store the CFL so users could view them directly from REXp via a link on multiple pages, including the Document Archive page and the Allocation Report itself.

This CFL upload process would also feed the allocation fiscal year, allocation description and amount into the Allocation Entry/Update page (see next section). After a CFL is uploaded the user will immediately be taken to the Allocation Entry/Update page to verify/correct the uploaded data. REXp will allow multiple CFLs to be entered for the same program description for the same fiscal year as there can be CFL adjustment letters that modify the original

allocation.

Summary of Scope

Changes to Upload Page to:

- read and store CFL pdfs
- new logic to determine allocation information contained in CFL pdf

Enhancement D: Allocation Cross References

The new allocation module will include a series of screens to maintain the cross references and other data that will drive much of the Allocation reporting. A new Allocation cross reference section of REXp will be created. The Allocation cross reference will include entry and maintenance of:

- Allocation Amount (for the Description)
- Directors' Titles (e.g. CFO)
- Directors' Names
- Program names (e.g. CALWORKS – SINGLE ALLOCATION)
- Allocation Description (e.g. CWS Childcare)
- Association of Director Titles with allocation Description, which drives which Director is responsible for which allocation.
- Association of PINs & Aid Codes (aka program numbers, eg. AP001R) with the Description

Many of these associations can change over time, so these allocation cross reference tables will have start and end dates. This allows the reports to always show accurate information even when directors retire, allocations are reassigned, or programs are moved from one allocation description to another.

Notes on Allocation Amount

As noted in the previous section (Enhancement C: Upload CFL), REXp will attempt to pre-load the allocation amount with data from the uploaded CFL letter and then take the user directly to the allocation amount page. This page will also allow users to view/update any previously uploaded CFL data or even manually create a new allocation. Fields will include Allocation Description, fiscal year end, CFL number and date, allocation amount, and whether the CFL is original or an adjustment.

Scope

New Cross Reference screens allow for entry/update of:

- Allocation amounts
- Director Titles
- Director Names
- Allocation Programs
- Allocation Descriptions
- Directors & their allocation descriptions
- Program numbers (PINS & Codes) assigned to Allocation Description

Enhancement E: Enter/Update Claim details

The existing Other Claims screen will be modified to allow users to add and/or edit more and different expenses, beyond what is currently allowed. This is necessary in cases where the direct cost splits (or other expenses) cannot be captured from the CEC upload for a variety of reasons. These additional expenses would then show on the Allocation (and other) reports as expected.

v5.1: Unaudited CEC Upload and Reports

Currently, users only upload the audited version of the CEC claims file. This enhancement will allow users to upload unaudited CEC claim files and then view these claims in new reports. Like the audited CEC files, the unaudited claims will be uploaded via the Upload page, and viewable on the Document Archive page. However, to prevent confusion they will not show up on any existing reports. Instead two new reports will be created.

The first will show the unaudited claim details for any time period selected. This report will be grouped by org/acct. The other report will show the unaudited CEC claims side by side with the audited claim details for the same time period. The first report will, among other things, greatly assist in closing out the County general ledger at fiscal year-end. The second report will assist in making adjustments in the following fiscal year.

Summary of Scope:

- Upload page to recognize and save the unaudited CEC file to new database tables
- Report 1: Unaudited claim file details
- Report 2: Unaudited vs Audited CEC report

v5.2 CEC Changes for CECRIS

In January 2021, San Mateo will pilot the changes the State is implementing in the reporting of CEC claims. The new system, CECRIS, will replace the ancient FoxPro based system. It is expected that CECRIS will be able to export data in an .xls (or similar Excel format) instead of the current FoxPro .dbf file. Additionally, the size of the CEC program codes will be expanded to include more information and be better prepared for growth. It also appears that the Direct Costs will be included in the new CECRIS CEC file. This change is to enhance REXp to seamlessly load the CECRIS .xls file in the new format with the additional data. Final specifications have not yet been published so there may be other changes as well.

Summary of Scope:

- Update Load program to load new CECRIS CEC file (7 digits program ID instead of 3, etc.)
- Change load program to automatically perform allocation splits for "077" direct costs
- Upload load program to store any other new CEC data from CECRIS into REXp

II. ANNUAL MAINTENANCE & SUPPORT

Contractor will provide annual maintenance and support to include:

- Four quarterly maintenance releases that provide minor changes and bug fixes to improve operations.

- Unlimited rush releases to fix any issues that prevent use of any part of REXp.
- Email based help desk to answer all questions and resolve all problems with use of REXp in SMC.
- System administration and operations support that includes daily backups, system patch installation, and database maintenance and optimization.

III. Additional Requests or Changes

1. County shall have the option to adjust, modify or add related services to meet its project goals, as agreed upon by both parties and adjust costs accordingly as long as it does not exceed the total agreement amount.
2. This agreement includes contingency funding in the amount of \$53,500 to cover any unanticipated costs to complete services under this agreement. The Contractor is not entitled to these funds. Any services exceeding the initial program costs must be approved in advance by County in writing.

IV. Appendix A: Definitions of Terms

The definitions used for the Allocation module are as follows:

- A Director is a person in SMC HSA responsible for one or more Program Descriptions. (The state/federal governments allocate monies at the Program Description level.)
- A Program is a set of Program Descriptions.
- A Program Description is linked to one or more aid codes (assistance) and PINs (CEC), known collectively in REXp as Program Numbers.

Therefore, a Director (e.g. CFO), can be responsible for multiple Programs (e.g. CALWORKS – SINGLE ALLOCATION, CALWORKS – NON-SINGLE ALLOCATION). Each of those Programs can have multiple Descriptions (e.g. CALWORKS –SINGLE ALLOCATION contains both CWS Childcare and CalLearn). Each of those Descriptions will have its own annual allocation and will have one or more program numbers associated with it. Note that multiple Directors can be involved with the same Program, but each Description (under the program) will only be assigned to one Director.

Exhibit B – Payments and Rates

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. Contractor will invoice County for services shown in Exhibit A based on the rates and project intervals shown below.

Project Intervals/Invoice Amount

Invoice is due upon:	Project Approval	Module Install in User Test	Module release installed and in production	Total Amount
<i>v5.0 Allocation module</i>	\$18,750	\$31,250	\$12,500	\$62,500
<i>V5.1 Unaudited CEC module</i>	\$6,300	\$10,500	\$4,200	\$21,000
<i>V5.2 CECRIS Enhancements</i>	\$4,800	\$8,000	\$3,200	\$16,000

Maintenance and Support

Invoice due 7/1 each year	\$59,000 annually	\$177,000
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2. Contractor will submit invoices electronically to Parisa Hamedanian (Phamedanian@smcgov.org).
3. This Agreement includes contingency funding in the amount of \$53,500 to cover any unanticipated costs to complete services under this Agreement. Contractor is not entitled to these funds. Any services exceeding the initial program costs must be approved in advance by County in writing. Rate for the contingency funding must be approved by County in writing before services begin.
4. County will have the option to adjust funding and timeline of each deliverable as agreed upon by both parties in writing as long as it does not exceed the total agreement obligation amount.
5. County will pay Contractor within 30 days upon receipt and approval of invoices.

Attachment H
Health Insurance Portability and Accountability Act (HIPAA)
Business Associate Requirements

I. 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.

II. 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 agreement as or required by law.

III. 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.

IV. OBLIGATIONS OF COUNTY

- I. 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.
- II. 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.
- III. 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.

IV. 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.

V. 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.

I. MISCELLANEOUS

- A. **Regulatory References.** A reference in this Schedule to a section in the HIPAA Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- B. **Amendment.** The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- C. **Survival.** The respective rights and obligations of Business Associate under this Schedule shall survive the termination of the Agreement.

- D. **Interpretation.** Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.
- E. **Reservation of Right to Monitor Activities.** County reserves the right to monitor the security policies and procedures of Business Associate.

Attachment IP
Intellectual Property Rights

1. Cushman Computer Consulting, Inc. ("Contractor") shall and does own all titles, rights and Interests in all Work Products created by Contractor and its subcontractors (collectively "Vendors") for County under this Agreement. County may not sell, transfer, or permit the use of any Work Products except as provided in this Attachment IP.
2. "Work Products" are defined as all materials, tangible or not, created In whatever medium pursuant to this Agreement including, without limitation, publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of Intellectual property.
3. Contractor grants County a non-exclusive, perpetual, irrevocable, royalty free, fully paid up, worldwide license to use the Revenue and Claims Data System ("RCDS") solely for the internal operations of the County (the "RCDS License"). County agrees not to use RCDS for the benefit of any third party or to license the software any third party.
4. On the County's request, and provided County is not in breach of its payment obligations under Exhibit B to this Agreement, Contractor shall promptly deliver to County a copy of the source code for RCDS (the "RCDS Source Code"). Contractor **grants** County a non-exclusive, perpetual, irrevocable, royalty free, fully paid up, worldwide license to modify and maintain the RCDS Source Code for the limited purpose of using RCDS consistent with the RCDS License. County shall and does own all titles, rights and interests in all modifications and revisions it creates in the RCDS Source Code pursuant to this paragraph 4.
5. County understands and agrees the RCDS Source Code is confidential information of Contractor. County shall take all reasonable measures to protect the secrecy of, and avoid disclosure and unauthorized use of, the RCDS Source Code.
6. County shall not dispute or contest, directly or indirectly, Contractor's exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. County hereby assigns, and If later required by County, shall assign to Contractor all titles, rights and interests in all Work Products. County shall cooperate in perfecting Contractor's titles, rights or interests in any Work Product, including prompt execution of documents as presented by Contractor.
7. Contractor and County agree that before commencement of any subcontract work it will Incorporate this Attachment IP to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such that each party's titles, rights, and interests in Work Products and the RCDS Source Code are preserved and protected as intended herein.