ORIGINAL

COUNTY OF MONTEREY STANDARD AGREEMENT
(NOT TO EXCEED $100,000)

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
CareAccess Silicon Valley, Inc.,
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION.

1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:
Provide IHSS Provider Registry Software (REVA).

2.0 PAYMENT PROVISIONS.

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of **$** 18,000.00.

3.0 TERM OF AGREEMENT.

3.01 The term of this Agreement is from July 1, 2015 **to** June 30, 2017, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.

4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:
~~**Exhibit A — Scope of Services/Payment Provisions**~~
See List of Exhibits, Page 10 (a)

5.0 PERFORMANCE STANDARDS.

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS.

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided herein. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION.

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least ~~thirty (30)~~ ninety(90 days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of

CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION.

~~8.01 Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.~~

See Attachment I, Sections 7.10 & 7.11

9.0 INSURANCE REQUIREMENTS.

9.01 Evidence of Coverage:
Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 Qualifying Insurers:
All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $500,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of

three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall **provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds** with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that **such insurance is primary** insurance to any insurance or self-insurance maintained by the County and that the insurance of **the Additional Insureds shall not be called upon to contribute** to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY.

10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by

CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

~~10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.~~

11.0 NON-DISCRIMINATION.

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

12.01 If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall

be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR.

13.01 In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14.0 NOTICES.

14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Bertha Gonzalez, MA II	Manuel Altamirano, Executive Director
Name and Title	Name and Title
1000 South Main Street, Suite 211A Salinas, CA 93901	2115 The Alameda San Jose, CA 95126
Address	Address
(831) 755-4904	(408) 350-3296
Phone	Phone

15.0 MISCELLANEOUS PROVISIONS.

15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. ~~None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County.~~ Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

~~15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.~~

15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

----------*This section left blank intentionally*----------

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: 7/29/15

Approved as to Form[1]

By: _____
Deputy County Counsel

Date: 6/22/15

Approved as to Fiscal Provisions[2]

By: _____
Auditor/Controller

Date: 6-27-15

Approved as to Liability Provisions[3]

By: _____
Risk Management

Date: _____

CONTRACTOR

CareAccess Silicon Valley, Inc.
Contractor's Business Name*

By: _____
(Signature of Chair, President, or Vice-President)*

MANUEL ALTAMIRANO CEO
Name and Title

Date: 6-8-15

By: _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Kimberly R. Marlar, CFO
Name and Title

Date: 6/10/15

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

[1]Approval by County Counsel is required
[2]Approval by Auditor/Controller is required
[3]Approval by Risk Management is required only if changes are made in sections 7 or 8

List of Exhibits

CareAccess, Inc. (REVA)

July 1, 2015 – June 30, 2017

Attachment I	CareAccess Application Service Provider Agreement
Exhibit A	Third Party Software Schedule
Exhibit B	Fee Schedule
Exhibit C	Service Level Agreement
Exhibit D	HIPAA Business Associate Agreement
Exhibit E	Product Support
Exhibit F	Secure Sockets Layer (SSL) Certificate
Exhibit G	Invoice
Exhibit H	DSS Additional Provisions

CareAccess, Inc.
Application Service Provider Agreement

This APPLICATION SERVICE PROVIDER AGREEMENT ("Agreement") is made as of ***July 1, 2015*** by and between CareAccess, Inc. hereafter known as "CareAccess or Contractor"; a California Non-Profit corporation with its office located at 2115 the Alameda, San Jose, California, and ***MONTEREY COUNTY*** as defined hereinafter.

BACKGROUND:

WHEREAS, CareAccess as part of its mission demonstrates new approaches in the use of technology for the elderly and persons with disabilities, and provides Internet technology solutions and independent software, for services of the health and human/social services industry through strategic partnerships of third party software vendors who serve the community of Human Services Software Applications created especially for the Aging and Welfare Network; and

WHEREAS, where its hardware is located at a co-location technology site in Modesto California, where Ayera Technologies provides the network infrastructure, and where the REVA software application is made accessible to organizations. Software provided are HIPAA compliant software tools which includes functions for these same services; and

WHEREAS, CareAccess in furtherance of the project that began under the Governor's Aging with Dignity Challenge Grant contracts with Excellesoft to provide the Virtual Private Portal (VPP) community from Modesto California, CareAccess will oversee services to this virtual community to ensure that best industry standards of service are provided by Excellesoft; and

WHEREAS, CareAccess provides third party software access – REVA, for use by Health and Human Services and Welfare organizations; and

WHEREAS, Customer desires to engage the services of CareAccess to provide Internet technology solutions through its third party software vendors, and human services software applications created specifically for the Aging and Welfare Network to Customer.

NOW THEREFORE, CareAccess and Customer hereby agree as follows:

ARTICLE I: DEFINITIONS

1.01 Recitals: The above recitals and identification of parties are true and correct.

1.02 Definitions: The following definitions shall apply:

(1) Acceptance Date: The term "Acceptance Date" shall mean the date the Third Party Software is deemed accepted by Customer and as provided under section 3.05.

(2) Access: The term "Access" and variants thereof (including, but not limited to, the terms "access", "accessible " and "accessing") shall mean to store data in, retrieve data from or otherwise approach, display, reproduce, frame, establish a Link to, or make use of (directly or indirectly) through electronic means or otherwise.

(3) Associate: The term "Associate" shall mean an employee of CareAccess or an independent contractor hired by CareAccess.

(4) Authorized Person: The term "Authorized Persons" shall mean (i) employees and legal counsel of the Receiving Party with a need to know Confidential Information disclosed to Receiving Party by Disclosing Party and (ii) persons or organizations with a need to know Confidential Information and who agree in writing to maintain the confidentiality of such Confidential Information.

(5) CareAccess Legend: The term "CareAccess Legend" shall mean a logo, written disclaimer, and written notice that credits CareAccess or a Developer in connection with the Third Party Software and a Link to the CareAccess Web Site, including. CareAccess disclaims and user hereby waives all responsibility in connection with the product and the accuracy of the information and content offered through this Web Site. Use of this Web Site is subject to the Web Site Terms of Use and any notices."

(6) CareAccess System: The term "CareAccess System" shall mean computer systems and communication equipment designated and controlled by or for CareAccess or its Partners and used for hosting the Third Party Software, and CareAccess Web Site and providing Users access to the CareAccess Web Site.

(7) CareAccess Technology: The term "CareAccess Technology" shall mean any and all Technology developed by or for CareAccess including (without limitation) the CareAccess Web Site.

(8) Coding: The term "Coding" shall mean software, programming codes, models, processes, events, methods, properties, scripts or statements for developing Associate software as written in a programming language, including (without limitations) Visual Basic (VB), Active Script (ASP), C++, VBScript, ColdFusion and JavaScript programming languages.

(9) Configuration: The term "Configuration" shall mean the computer hardware, operating system, and Internet access software and browser configuration requirements for entry to CareAccess.

(10) Confidential Information: The term "Confidential Information" as used in this Agreement shall mean all data containing personal identifiers stored in the database as provided by Customer; all patent, copyright, trademark, trade secret, and proprietary information, techniques, sketches, drawings, models inventions, know-how, processes, algorithms, software programs, software source documents, and formulae related to current, future and proposed products of CareAccess. Confidential Information shall not include information that (a) was in the Recipient's possession before receipt from Discloser; (b) is or becomes a matter of public knowledge through no fault of Recipient; (c) is received by Recipient from a third party without a duty of confidentiality; (d) is disclosed by Discloser to a third party without a duty of confidentiality on the third party; (e) is disclosed by Customer with Discloser's prior written approval or (f) is developed by Customer without reference to Confidential Information disclosed hereunder.

(11) Consulting Services: The term "Consulting Services" shall mean Independent Services and those certain consulting, programming, conversion, analysis, training and ad hoc services provided by CareAccess Associates.

(12) Content: The term "Content" shall mean information, including (without limitation) provider information and consumer names and personal identifiers provided by, and owned by, Customer, to CareAccess Case histories, User information, and any Technology uploaded, posted or submitted by User on Third Party Software.

(13) Customer: The term "Customer" shall mean the individual or entity identified as "Customer" on the signature page of this Agreement.

(14) Customer Materials: The term "Customer Materials" shall mean the Content and Technology disclosed or provided to CareAccess for the purposes of developing the database conversions to Third Party software.

(15) Defect: The term "Defect" shall mean programming errors and other defects in the CareAccess System, Third Party software, or otherwise which substantially impair the performance of the Third Party software.

(16) Defect Notice: The term "Defect Notice" shall mean that written notice from Customer to CareAccess identifying Defects.

(17) Deposit Materials: The term "Deposit Materials" shall mean only the source code for the CareAccess Technology developed in connection with Third Party Software (excluding Tools), delivered by CareAccess to a safe and secure location.

(18) Developer: The term "Developer" shall mean the owner, authorized distributor, or licensee of the Tools or Customer Materials (as applicable).

(19) Disclosing Party: The term "Disclosing Party" shall mean a party to this Agreement who reveals Confidential Information to the other party to this Agreement.

(20) Documentation: The term "Documentation" shall mean the Third Party software guide describing the functions of the Third Party software as provided, or CareAccess respective, in printed or electronic form.

(21) Domain Name: The term "Domain Name" shall mean that certain alphanumeric name by which a Web Site is known on the Internet.

(22) Effective Date: The term "Effective Date" shall mean the date this Agreement is signed by CareAccess and Customer (whichever is later).

(23) Fee Schedule: The term "Fee Schedule" shall mean that certain schedule of fees, published by CareAccess from time to time, a copy of which is attached hereto as Exhibit B and incorporated herein by this reference.

(24) Graphics: The term "Graphics" shall mean graphics used in connection with the Third Party software, including (without limitations) illustrations, pictorials, animation, pictures, diagrams, representations, graphics, screen displays, letters, fonts, icons, flow-charts, and drawings.

(25) Implement: The term "Implement" and variants thereof (including, but not limited to, the terms "implementation", "implementing", and "implemented") shall mean to load and make available for User access and use.

(26) Implementation Date: The term "Implementation Date" shall mean the date the Third Party software is implemented by CareAccess.

(27) Implementation Fee: The term "Implementation Fee" shall mean the amount of money to be paid by the Customer to CareAccess for implementation of the Third Party Software as set forth in Exhibit B.

(28) Internet: The term "Internet" shall mean that certain global network of computers and devices commonly referred to as the "Internet", including (without limitation) the World Wide Web.

(29) License Fee: The term "License Fee" shall mean the fees for making certain software modules available to Customer as set forth in the Fee Schedule, Exhibit B.

(30) Link: The term "Link" shall mean text, icons or graphic symbols in web pages (visible or transparent) that upon search, selection or activation link or associate to, execute, access or retrieve an off-screen Web Site or Technology.

(31) Maintenance Fee: The term "Maintenance Fee" shall mean the fees for maintenance and database administration services as set forth in the Fee Schedule, Exhibit B.

(32) Nonpayment Notice: The term "Nonpayment Notice" shall mean that written notice from CareAccess to Customer alleging nonpayment under this Agreement and seeking to cancel this Agreement or a Service Order unless payment is rendered by Customer, as provided hereunder.

(33) Password: The term "Password" shall mean that certain password and user name assigned to Users for accessing the Third Party Software according to the Policy Statement and CareAccess guidelines and practices.

(34) Policy Statement: The term "Policy Statement" shall mean those certain written statements of policies, terms of use and legal notices concerning access to the Third Party Software as may be adopted by CareAccess and as modified by CareAccess from time to time.

(35) Receiving Party: The term "Receiving Party" shall mean a party to this Agreement who receives Confidential Information from the other party to this Agreement.

(36) Registration Company: The term "Registration Company" shall mean an entity that administers the registration and maintenance of Domain Names, including (without limitations) Network Solutions, Inc.

(41) Restatements: The term "Restatements" shall mean Section 757 of the Restatement of Torts, Section 39 of the Restatement (Third) of Unfair Competition, 18 U.S.C. §1839 and Section 1 of the Uniform Trade Secrets Act.

(42) REVA: The term "REVA" shall mean that certain third party software published by Excellesoft as listed in Exhibit A and incorporated herein by this reference.

(43) Scoping Document: The term "Scoping Document" shall mean a document specifying and describing desirable functional and technical specifications for the Third Party Software.

(44) Services: The term "Services" shall mean the Third Party Vendor Services of Excellesoft, provider of REVA Software, hosting entity for structure of REVA, the Consulting Services of CareAccess as needed by Customer as agreed between CareAccess and Customer (as applicable).

(45) Technology: The term "Technology" shall mean (i) evaluation, technical, scientific, engineering, marketing, catalog, financial and business reports, plans, studies, diagrams, or flow charts; (ii) all forms and types of scientific, technical, economic, or engineering information; and (iii) information, data, ideas, works of authorship, computer software, source code, object code, executable code, software libraries, documentation, databases, database designs, data dictionaries, data models, fields, records, scripts, texts, list server email logs, interface designs, protocols, screen displays, Web Sites, web pages, Links, Coding, Documentation, patterns, compilations, formulas, methodologies, techniques, processes, procedures, adaptations, derivative works, computers, machines, articles of manufacture, improvements, hardware, peripherals, components and networks, whether tangible or intangible, and whether stored, compiled, or memorialized (without limitation) physically, electronically, graphically, photographically, or in writing.

(46) Term: The term "Term" shall mean a period of time starting on the Effective Date and continuing until this Agreement is terminated or canceled as provided hereunder.

(47) Third Party Software: Software used in the CareAccess structure. Excellesoft's REVA software as the application being hosted.

(48) Tools: The term "Tools" shall mean third party Technology incorporated in whole or in part into the Third Party software.

(49) Upgrade Services: The term "Upgrade Services" those certain services provided to Customer for adding information to the Third Party software, or modifying the Third Party software to improve the features, performance or functionality of the Third Party software.

(50) Users: The term "Users" shall mean Customer, individuals or entities accessing the Third Party software to the terms and conditions of this Agreement.

ARTICLE II: SCOPE OF SERVICES

Section 2.01 – CareAccess Services: CareAccess shall implement the Third Party Software pursuant to Article III of this Agreement. CareAccess shall provide Services to Customer pursuant to Article III of this Agreement. CareAccess shall provide telephone support for access as identified in Exhibit E.

Section 2.02 – Scope: The scope of this Agreement shall include the Third Party software Schedule, the terms of which are incorporated herein and made a part hereof. In the event of any conflict between the terms of this Agreement and the terms of any Third Party software Schedule, the terms of this Agreement shall govern.

Section 2.03 – Entire Agreement: The Third Party software Schedule, together with any schedules, appendices, and other attachment thereto or other agreements (including this Agreement) which are specifically incorporated therein as part of the Third Party software Schedule, shall constitute the entire agreement between Customer and CareAccess with respect to the matters, referred to therein and shall supersede all proposals, oral and written, and all other communications between the parties in relation to the subject matter of such Third Party software Schedule which have not otherwise been incorporated in writing as a part of such Third Party software Schedule.

Section 2.04 – Personnel: The personnel assigned to perform Services shall be determined by Third Party Vendor and CareAccess. Customer hereby acknowledges and agrees that CareAccess may engage independent contractors to perform the Services on behalf of CareAccess.

Section 2.05 – Access: Customer hereby authorizes CareAccess to access Customer's software data for purpose of performing this Agreement. Customer shall allow CareAccess administration profile to exist on Customer database for the purpose of technical support. Such access shall be subject to the confidentiality provisions hereunder and independent contractors shall sign confidentiality agreements.

Section 2.06 – Customer Cooperation: Customer hereby acknowledges that successful performance by CareAccess of the Services shall require Customer to cooperate with CareAccess in good faith and to provide information as may be requested by CareAccess from time to time. Customer hereby agrees to provide such good faith cooperation and information.

Section 2.07 – Schedule: The Services shall be offered Monday through Friday, from 8:00 am to 5:00 pm, (excluding holidays).

ARTICLE III: SOFTWARE SERVICES

Section 3.01 - Backup and Usage Information: CareAccess shall have oversight on the backup the Third Party software of Excellesoft where Excellesoft will use commercially reasonable backup procedures. CareAccess shall manage the recordation of monthly reports detailing:

(i) All information reflecting access and usage of the Third Party software including, but not limited to, audited and unaudited visits;
(ii) All available information about users of the Third Party software shall maintain strict confidentiality and adhere to all privacy and data protection laws applicable to the gathering, processing, storing and transmitting of such information;
(iii) All backup data shall be encrypted;
(iv) Daily backups must be done; either incremental or full;
(v) Weekly backups must be full backups;
(vi) Copies of weekly backups must be stored off-site.

Section 3.02 – Security Certificate: CareAccess Services include issuance to Customer of a Secure Sockets Layer (SSL) certificate (see Exhibit F). Customer hereby acknowledges that all such security certificates are provided by third party certificate authorities. CareAccess or its Partners shall not be responsible for any errors or omissions of third parties in connection with security certificates.

Section 3.03 – Passwords: Customer hereby acknowledges and agrees that access to certain areas of Third Party software (as determined by CareAccess) shall be subject to use of a Password mutually agreeable to Customer and CareAccess Customer acknowledges that CareAccess shall not provide full or administrative access to the Third Party software or the hosting equipment. Access to the Third Party software shall be determined in the exclusive discretion of CareAccess. Modification of Customer Password shall be subject to approval of CareAccess. In the event Customer is enabled to issue passwords to Users ("User Passwords") for accessing the Third Party software, CareAccess shall have the right to access such User Passwords and Customer shall cooperate with CareAccess in providing information to in connection with such User Passwords for purposes of operating and maintaining the Third Party software. CareAccess shall maintain all password information in strict confidence. Customer hereby accepts responsibility for, and shall be liable for, all access to the Third Party software in connection with User and Customer Passwords. Customer shall be responsible for the confidentiality of the Customer Password. Customer shall be responsible for maintenance of User Passwords.

Section 3.04 – Access: Customer hereby acknowledges and agrees that access to the Third Party Software may be affected by local market telecommunication network activity, capacity and compatibility with third party communication equipment, Internet access software and browser. CareAccess hereby disclaims and Customer hereby waives any and all CareAccess or its Partners responsibility for any Defect or service interruption in connection with local market telecommunication network activity, capacity and compatibility with third party communication equipment, Internet access software and browsers.

Section 3.05 – Exclusivity: Customer hereby acknowledges and agrees that CareAccess shall be the exclusive provider of Virtual Private Portal access, for the Third Party Software. The Third Party Software shall be accessed exclusively by CareAccess for purposes of performing this Agreement. In no event shall Customer use third parties or permit third parties to access the Third Party Software for purposes of performing any services concerning the Third Party Software including (without limitation) third party Internet service providers, web designers, solution providers, or third-party advertising management services in connection with the Third Party Software vendors.

Section 3.06 - Contact Person: CareAccess and Customer shall each designate a principal contact person who shall act as a liaison between CareAccess and Customer and who shall have sufficient authority to grant or communicate the granting of all necessary approvals.

Section 3.07 - Current Technology: CareAccess represents and warrants that during the Term of this Agreement, and any renewals thereof, CareAccess shall continually use and integrate the most current and up to date technology utilized by other users of the same version of the Third Party Software into the Third Party Software.

ARTICLE IV: INTELLECTUAL PROPERTY

Section 4.01 – CareAccess Technology: Title to CareAccess Technology (excluding the Tools), including all ownership rights to patents, copyrights, trademarks and trade secrets in connection therewith shall be the exclusive property of CareAccess or its Partners. Customer hereby acknowledges that the CareAccess Technology shall not be deemed "works made for hire" under the U.S. Copyright Act [17 U.S.C. § 101 et seq.]. Customer hereby assigns, transfers and conveys any and all rights, title and interests Customer may have or accrue in connection with development or use of the CareAccess Technology, including (without limitation) any and all ownership rights to patents, trademarks, copyrights and trade secrets in connection therewith.

Section 4.02 – Customer Materials: Title to Customer Materials, data, including all ownership rights to patents, copyrights, trademarks and trade secrets in connection therewith shall be the exclusive property of Customer, and as such may only be accessible by customer or CareAccess or its Partners, as outlined in Section 2.05.

Section 4.03 - Content License: All Content (except the User and Customer Password) uploaded, posted or submitted by User on the Third Party Software shall be deemed confidential. CareAccess will not use, reproduce, create derivative works, display, perform, release, distribute, sell, and disclose such Content, in whole or in part, in any manner and for any purpose, and will not allow Third Party Vendors to do so.

Section 4.04 – Authorization: Customer hereby represents and warrants that Customer has obtained all necessary authorizations, permissions or licenses from the State or local government to distribute and provide the Customer Data to CareAccess. Customer hereby represents and warrants that Customer has the authority to grant the license granted by Customer to CareAccess under this Agreement. Customer hereby represents and warrants that use, reproduction, display and performance of Customer data by CareAccess or its Partners shall not infringe upon or violate any patent, copyright, trade secrets or trademark rights of any third party or violate any laws, including (without limitation) the United States export laws (Export Administration Act, 15 CFR 730-774) and import laws.

Section 4.05 – Confidentiality: The Receiving Party shall not disclose Confidential Information except to Authorized Persons. The Receiving Party shall hold Confidential Information in confidence and shall not duplicate, use or disclose Confidential Information except as permitted under this Agreement. Receiving Party shall require Authorized Persons who receive Confidential Information from Receiving Party to hold and maintain such Confidential Information in confidence and not use or reproduce such Confidential Information except as permitted under this Agreement. The CareAccess Technology (excluding the Tools and CareAccess Technology authorized by CareAccess or its Partners for access through the Internet without a Password) shall be deemed Confidential Information of CareAccess and its Partners. This Section 4.05 shall survive termination and cancellation of this Agreement.

Section 4.06 – Unauthorized Use: Customer shall not (directly or indirectly) copy or download the Third Party Software, or CareAccess Web Site without the prior written consent of CareAccess. Customer shall not modify, reverse engineer, reproduce, display, perform or distribute, establish a Link to, associate (directly or indirectly) itself with, or cause confusing, including (without limitation) by framing, metatags or similar means, the Third Party Software, or CareAccess Web Site and shall not allow the Third Party Software to be reverse engineered. Customer shall not use automated tools, automated systems, or automated scripts to access the Third Party Software.

Section 4.07 - Unauthorized Access: Customer shall prevent any individual to access the Third Party Software except for individuals and employees of Users authorized to access the Third Party Software for the exclusive purpose of accessing the areas of the Third Party Software solely for purposes of viewing, browsing, retrieving, uploading and posting information on the Third Party Software according to the Documentation during the Term using a Password (as may be required) subject to the terms and conditions of this Agreement.

Section 4.08 – Non-compete: Customer hereby acknowledges and agrees that Customer will receive Confidential Information and trade secrets during the Term. Customer acknowledges that CareAccess has a legitimate business interest in placing reasonable limits on the use of such information. Accordingly, during the Term and for a two-year period following the Term, Customer shall not:

(i) Use the CareAccess Technology (directly or indirectly) to develop, promote, advertise, market, or provide any Web Site similar to or competitive with the Third Party Vendors.

(ii) Use, simulate, or describe the CareAccess Technology (directly or indirectly) to any other individual, entity, institute, or organization to develop, promote, advertise, market, or provide any Web Site similar to or competitive with the Third Party Vendors.

Section 4.09 – No Contest: Customer shall not contest or aid in contesting the ownership or validity of the copyrights, trademarks, service marks and trade secrets (as applicable) of CareAccess or its Partners in connection with the Third Party Software.

Section 4.10 – Trademarks: CareAccess shall retain all rights, title, and ownership interests in trademarks, trade names, service marks and trade dress of CareAccess and goodwill associated therewith. Customer acknowledges that, excepting the trademarks of CareAccess all other product, service and company names mentioned in the Third Party Software may be trademarks of their respective owners.

ARTICLE V: PAYMENTS

Section 5.01 – License Fees: Customer shall pay a fee for access as set forth in Exhibit B, "Fee Schedule". Users shall not be enabled until Customer pays CareAccess the License Fee.

Section 5.02 – Maintenance Fees: Customer shall pay CareAccess the fees of software, as set forth in Exhibit B, "Fees Schedule" attached here to.

Compensation shall be made as an annual payment on or before the 30th of July. The breakdown of costs associated with this Agreement appears in Exhibit B, "Fee Schedule," attached hereto and incorporated by reference as though fully set forth herein.

Section 5.03 – Enrollment Fee: Customer shall pay CareAccess the fees for all Enrolled Independent Providers as set forth in Exhibit B, "Fees Schedule" attached here to.

Section 5.04 – Auditing: CareAccess shall have the right at a time and place reasonably acceptable to Customer and CareAccess but in no event more than once per year to audit the Third Party Software, Customer, records, data and correspondence and any other information as reasonably necessary, related to the Third Party Software for purposes of validating the accuracy of fees due CareAccess under this Agreement. The audit shall be conducted at Care Access's sole cost and expense.

Section 5.05 – Expenses: Customer shall pay all reasonable direct costs, including (without limitation) postage, shipping, telephone, communications, fees charged by third parties, insurance, travel, per diem, material and reproduction costs incurred by Third Party Software Vendors in performing Services at rates and in amounts approved by Customer before such costs are incurred.

Section 5.06 – Invoice: Customer shall pay any invoices by CareAccess for fees and expenses in connection with the Services. Customer shall pay any such invoice in full on the due date thereof or within thirty (30) days of receiving such invoice (whichever is earlier).

ARTICLE VI: TERMINATION

Section 6.01 – Termination Limits: This Agreement shall only be terminated or canceled as provided under this Article VI.

Section 6.02 – Termination Without Cause: Either party may terminate this Agreement for convenience by providing ninety days advance written notice of termination to the other party.

Section 6.03 – Cancellation With Cure: If a party violates its obligations under this Agreement or a Service, the other party may cancel the Agreement or such Service because of breach by sending written notice of cancellation to the other party describing the noncompliance to the non-complying party. Upon receiving such cancellation notice, the non-complying party shall have thirty days from the date of such notice to cure any such noncompliance. If such noncompliance is not cured within the required thirty-day period, the party providing cancellation notice shall have the right to cancel this Agreement or the Service Order as of the thirty-first day after the date of such cancellation notice as specified in such cancellation notice.

Section 6.04 – Nonpayment: Notwithstanding Section 6.04, Customer failures to pay an invoice when due shall be sufficient cause for cancellation of this Agreement and any Service by CareAccess as provided hereunder. CareAccess shall exercise such right of cancellation by submitting Nonpayment Notice to Customer. Upon receipt of Nonpayment Notice, Customer shall have ten days to cure the nonpayment. If Customer fails to cure the nonpayment within the required ten-day period, CareAccess shall have the right to cancel the Agreement and any and all Service as of the eleventh day after the date of the Nonpayment Notice.

Section 6.05 – Effect of Termination: Termination or cancellation of this Agreement shall terminate or cancel (as the case may be) this Agreement and each Service Order. Termination or cancellation of a Service shall terminate or cancel (as the case may be) such Service only.

Section 6.06 – Access: Upon termination or cancellation of this Agreement by CareAccess Users shall immediately cease and desist any and all access to and attempt to access the Third Party Software. Customer may request final electronic database backup. All Customer material (data) will be purged from CareAccess servers.

ARTICLE VII: WARRANTY

Section 7.01 – Services Warranty: The Services to be provided by CareAccess under this Agreement shall be performed using reasonable commercial efforts, shall conform to the standards generally observed in the industry for similar services and shall be subject to Sections 7.02, 7.03, 7.04, 7.05, 7.06 and 7.07.

Section 7.02 – Third Party Software Warranty: Subject to the terms and conditions of this Agreement, CareAccess represents and warrants that (i) the Third Party Software will appear and operate in substantial conformance with best industry standards, and the Third Party Software guidelines set forth herein; (ii) the Third Party Software will be accessible by users of the Internet twenty-four (24) hours per day, seven (7) days per week except for scheduled maintenance and up to a maximum of 2 hours per year of unscheduled unavailability which is not caused by Customer technology, information or equipment; (iii) CareAccess has full authority to enter into this Agreement; (iv) CareAccess is the owner of or otherwise has the right to use and distribute the CareAccess Technology and any other materials or methodologies used in connection with providing the Third Party Software and Services hereunder.

Section 7.03 - Performance Warranties: Subject to the terms and conditions of this Agreement, CareAccess represents and warrants the following:

(i) Except as otherwise agreed in writing by the parties, the Third Party Software shall be accessible to Internet Users twenty four (24) hours per day, seven (7) days per week, with the exception of scheduled maintenance periods, which shall last no longer than 2 hours per day and which shall take place each evening between the hours of 1 a.m. and 3 a.m., Pacific Standard Time, and a maximum of 2 hours of unscheduled unavailability per year which is not caused by technology, information or equipment provided by Customer;

(ii) If the server becomes unavailable to Users, other than for scheduled maintenance, CareAccess shall have qualified personnel respond in the form of a service call in person to the server location within 1 hour of notification of such unavailability and shall, to the extent reasonably practical, remedy such unavailability at such time

(iii) CareAccess agrees to meet the service levels set forth in the Service Level Agreement ("SLA") in Exhibit C. CareAccess agrees that in the event of failure to adhere to the Service Levels set forth therein, Customer shall be entitled to receive, upon Customer's request in accordance with this Agreement, a Service Credit to Customer's account as described below. The Service Level Agreement shall not apply to performance issues (i) caused by factors outside of CareAccess's reasonable control; (ii) that resulted from any actions or in actions of Customer or any third parties that are not under the sole control of CareAccess; or (iii) that resulted from Customer's equipment and/or third party equipment (not within the sole control of CareAccess).

(iv) CareAccess agrees to monitor detailed predictive reports daily, weekly and monthly through infrastructure web portal. Excellesoft, through its provider Ayera warrants 99.99% platform availability.

(v) CareAccess will provide a copy of customer data upon request either through electronic format (FTP) or hard media.

Customer hereby accepts and adopts all third party license terms and conditions and assumes all of the rights and obligations of such licenses, including any and all warranties and limitations contained therein.

Section 7.04 – Express Warranties: Except for the CareAccess service warranty in Section 7.01, the Third Party Software warranty in Section 7.02, and the performance warranties in Section 7.03, Customer hereby acknowledges and agrees that CareAccess (including officers, directors, agents, and Associates of CareAccess has not made or granted any express warranties concerning the Services, the Third Party Software, or any products and services offered through the Third Party Software.

SECTION 7.05 – DISCLAIMER: THE WARRANTIES SET FORTH IN SECTIONS 7.01, 7.02 AND 7.03 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CAREACCESS (INCLUDING OFFICERS, DIRECTORS, AGENTS AND ASSOCIATES OF CAREACCESS) HEREBY DISCLAIMS AND USERS HEREBY WAIVE ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, EXCEPT AS SET FORTH HEREIN TO THE CONTRARY, CAREACCESS DOES NOT WARRANT AND USERS HEREBY WAIVE ANY WARRANTY THAT USE OF OR ACCESS TO THE THIRD PARTY SOFTWARE BY USERS WILL BE UNINTERRUPTED OR ERROR FREE. EXCEPT AS SET FORTH HEREIN TO THE CONTRARY, CAREACCESS DOES NOT MAKE ANY WARRANTY AND USERS HEREBY WAIVE ANY AND ALL WARRANTIES AS TO THE RESULTS OBTAINED FROM USE OF THE THIRD PARTY SOFTWARE OR AS TO THE ACCURACY, COMPLETENESS, TIMELINESS OR RELIABILITY OF THE THIRD PARTY SOFTWARE. USERS HEREBY ACKNOWLEDGE AND AGREE THAT USE OF THE INTERNET AND THIRD PARTY SOFTWARE SHALL BE AT THE SOLE AND EXCLUSIVE RISK OF USERS AND SUBJECT TO THE RESTRICTIONS, TERMS AND CONDITIONS, RULES,

REGULATIONS, POLICIES, APPLICABLE LAWS AND CODES OF CONDUCT GOVENING THE INTERNET, THE THIRD PARTY SOFTWARE OR OTHERWISE APPLICABLE.

Section 7.06 – Limitation of Damages: CareAccess shall not be liable for any loss, consequential, exemplary, incidental or punitive damages in connection with or relating to (i) this Agreement, the Services and use, performance and operation of the Third Party Software, (ii) use, performance or operations of the Internet or use of the Internet by Users; (iii) loss of data; and (iv) Content, products and services offered through the Third Party Software) regardless of the form of action, whether in contract or in tort, including negligence, regardless of whether CareAccess has been advised of the possibility of such damages in advance or whether such damages are reasonably foreseeable.

Section 7.07 – Remedies: The sole remedy of Users for any reason and for any cause of action whatsoever in connection with or relating to this Agreement and the Third Party Software regardless of the form of action, whether in contract or in tort, including negligence, shall be modification of the Third Party Software and CareAccess 's policies and practices, as determined by CareAccess

Section 7.08 – Integrity: Customer hereby represents and warrants that Customer Materials and any and all media provided to CareAccess by Customer shall not contain any material defects, authorization code routines, viruses, disabling routines or Technology or defect causing failures in the Third Party Software.

Section 7.09 – Infringement: Customer shall release, defend, indemnify and hold harmless CareAccess (including officers, directors, agents and Partner of CareAccess) from and against any and all claims, damages, liability, expenses, fees, costs and attorney and paralegal fees arising in connection with or relating to any third party claims of infringement or violation of any ownership rights to patents, copyrights, trademarks or trade secrets in connection with any use of Customer Materials by CareAccess. Customer shall defend and settle at its sole expense all suits or proceeding arising in connection with any such third party claim. Customer shall not enter into any agreement, which impairs the right of CareAccess or its Partner to use Customer Materials and Links in accordance with this Agreement. In all events, CareAccess and its Partner shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing. If use of Customer Materials or Links is disrupted as a result of a third party claim, CareAccess shall have the right to remove Customer Materials or Links as provided under Section 7.08. The foregoing remedy shall be non-exclusive and in addition to any other legal or equitable remedies CareAccess may have or accrue.

Section 7.10 – Indemnification: Customer shall defend, indemnify and hold harmless CareAccess and its officers, directors, employees, partner and agents, from and against any and all losses, costs, claims, suits, obligations, demands, damages, liabilities, expenses and reasonable attorney and paralegal fees on account thereof resulting from or relating to (i) modification of the Third Party Software; (ii) injuries, including death to persons or damage to property, theft, emotional distress, which arise out of or result from the acts (or failure to act) of Users using the Software and any breach by Users of the obligations of Users, including (iii) the fault or negligence of Customer including Customer intentional wrongful acts.

Section 7.11 – Customer Indemnification: CareAccess warrants that it has the right to convey the licenses set forth in this Agreement and that Customer's use of the Software in accordance with the terms of this Agreement shall not infringe any third-party rights in patent, copyright or trade secret in the United States. Provided that Customer is not in default under this Agreement, and gives CareAccess prompt written notice of any such claim or action, CareAccess, agrees to answer and defend, or settle, at its option and sole expense, indemnify and hold harmless (including reasonable expenses, costs and attorneys' fees) Customer, from any action at law or in equity arising from a claim that use of the Software during the term of this Agreement infringes any United States patent, copyright, or trade secret. CareAccess may, at its option, promptly upon notice of such an infringement claim, (1) modify the CareAccess Technology to avoid the infringement without substantially eliminating the functional and performance capabilities of the CareAccess Technology; (2) obtain a license for use of the CareAccess Technology from the third party claiming infringement for use of the CareAccess Technology; or (3) return to Customer the total license fees paid by Customer hereunder:

The foregoing remedy does not apply and CareAccess or its Partner shall have no obligation in connection with or relating to any third party infringement claim resulting from (i) User's modification of the Third Party Software, (ii) User's failure to use the Third Party Software substantially in accordance with the Documentation in effect; (iii) Users combination, interface, operation or use of the Third Party Software with the Content or third party Technology (excluding the Tools). The remedies set forth herein shall be the sole and exclusive remedies of Customer under this Agreement for any and all claims of indemnification relating to infringement.

Section 7.12 – Force Majeure: CareAccess or its Partner shall not be liable for any failure to perform its obligations under this Agreement or any failure of the Third Party Software because of circumstances beyond the control of CareAccess or its partner, which such circumstances shall include (without limitation) natural disaster, terrorism, riot, sabotage, labor disputes, war, any acts or omissions of any government or governmental authority, declarations of governments, laws, court orders, transportation delays, power failure, computer failure, failure of Customer computer system, CareAccess System reasonable downtime for routine maintenance, network problems, telecommunications failure, failure of Users to cooperate with the reasonable requests of CareAccess misuse of the Third Party Software by Users or a third party and User's breach of their obligations.

Section 7.13 – Compliance: Customer shall be solely responsible for (i) the truthfulness, accuracy, integrity, and lawfulness of Customer Materials; (ii) fulfillment of all orders placed by Users through the Third Party Software, (iii) the products and services made available to Users; and (iv) compliance with applicable laws and regulations with respect to Customer's products and services.

Section 7.14 – Laws: Customer represents and warrants that the products and services offered through the Third Party Software shall be lawful. Customer represents and warrants that the Third Party Software shall not be used (directly or indirectly) to conduct or solicit the performance of any business or activity which is tortious, prohibited by law or violates the Policy Statement, any restrictions, terms and conditions, rules, regulations, policies or laws of any state or federal governmental body or agency, and codes of conduct. Customer shall require Users to comply with the Policy Statement, any restrictions, terms and conditions, rules, regulations, policies, laws and codes of conduct.

Section 7.15 – Continuation: Excepting Sections 7.01, 7.02 and 7.03, the terms and provisions of this Article VII shall survive termination and cancellation of this Agreement.

Section 7.16 – Service Credit: shall mean an amount equal to the pro-rata recurring charges for one monthly billing statement for Services for one (1) day of Service. In the event Customer experiences Downtime, as defined in the SLA, Customer shall be eligible to receive from CareAccess a Service Credit for each Downtime period with a maximum aggregate Service Credit of one-month's billing charges for all Downtime for incidents occurring during such month.

(i) Time related to Service Credit requests (including Downtime) will be measured from the issuance of a trouble ticket to trouble resolution. Trouble tickets will be issued upon Customer's call to CareAccess to report Downtime.

Customer Must Request Service Credit. In order to receive any of the Service Credits described in this Section, Customer must notify CareAccess within five (5) business days from the time Customer becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Customer's right to receive a Service Credit.

ARTICLE VIII: MISCELLANEOUS

Section 8.01 – Notice: Notices shall be in writing and shall be deemed delivered when delivered by Certified or Registered Mail – Return Receipt Requested – or by hand to the address set forth below for CareAccess and to the address set forth on the signature page of this Agreement for Customer. Notices shall be deemed given on the date of receipt - as evidenced in the case of Certified or Registered Mail by Return Receipt.

CareAccess Inc.:

CareAccess Inc.
2115 The Alameda
San Jose, California 95126

Customer:

Monterey County
Bertha Gonzalez, MA II
1000 S. Main Street, Suite 211A
Salinas, CA 93901

Section 8.02 – Assignments: All assignments of rights under this Agreement by Customer without the prior written consent of CareAccess shall be void.

Section 8.03 – Entire Agreement: This Agreement contains the entire understanding of the parties and supersedes previous verbal and written agreements between the parties concerning the subject matter of this Agreement.

Section 8.04 – Equitable Remedies: The parties hereby acknowledge that damages at law may be an inadequate remedy. Therefore, each party shall have the right of specific performance, injunction or other equitable remedy in the event of a breach of this Agreement by the other party.

Section 8.05 – Amendment and Modifications: Alterations, modifications or amendments of provisions of this Agreement shall not be binding unless such alterations, modifications or amendments are in writing and signed by authorized representatives of CareAccess and Customer.

Section 8.06 – Severability: If a provision of this Agreement or a portion thereof is rendered invalid, void, unlawful, or unenforceable, the remaining provisions or portions thereof shall remain in full force and effect.

Section 8.07 – Captions: The headings and captions of this Agreement are inserted for convenience of reference and do not define, limit or describe the scope or intent of this Agreement or any particular section, paragraph, or provision.

Section 8.08 – Counterparts: This Agreement may be executed in multiple counterparts, each of which shall be an original, but which together shall constitute one and the same instrument.

Section 8.09 – Governing Law: This Agreement shall be governed by the laws of the State of California without regard to any rules of conflict or choice of laws which require the application of laws of another jurisdiction, and venue shall be proper in Santa Clara County, San Jose, California.

Section 8.10 – Pronouns/Gender: Pronouns and nouns shall refer to the masculine, feminine, neuter, singular or plural, as the context shall require.

Section 8.11 – Waiver: Waiver of breach of this Agreement shall not constitute waiver of another breach. Failing to enforce a provision of this Agreement shall not constitute a waiver or create an estoppel from enforcing such provision. Any waiver of a provision of this Agreement shall not be binding unless such waiver is in writing and signed by the party waiving such provision.

Section 8.12 – Relationship of the Parties: Nothing herein shall be construed as creating a partnership relationship, employment relationship, or agency relationship between the parties, or as authorizing either party to act as agent for the other. Each party maintains its separate identity.

Section 8.13 – Assurances: Each party hereby represents and warrants that all representations, warranties, recitals, statements and information provided to each other under this Agreement are true, correct and accurate to the best of their knowledge.

Section 8.14 – Litigation Expense: In the event of litigation or arbitration arising out of this Agreement, each party shall pay its own costs and expenses of litigation or arbitration.

IN WITNESS WHEREOF, this Agreement has been entered into as of the Effective Date.

CAREACCESS

CareAccess:

By: _____

Print Name: Manuel Altamirano

Title: COO, Sourcewise

By: _____

Print Name: Edith Gong

Title: Director, CareAccess

Date: 6/8/15

Address: 2115 The Alameda

San Jose, CA 95126

CUSTOMER

_____

Monterey County

By: _____

Print Name: _____

Title: _____

Date: _____

Address: 1000 South Main Street, Ste 211A

Salinas, CA 93901

EXHIBIT A to the
APPLICATION SERVICE PROVIDER AGREEMENT

Third Party Software SCHEDULE

This Exhibit A is executed and delivered pursuant to that certain Third Party Software Agreement between CareAccess ("CareAccess") and Customer, which is incorporated herein by this reference.

(1) Third Party Software Services: The term "Third Party Software Services" could include the following Vendors and services *selected and initialed* by Customer:

	Vendor	*Description*
	Excellesoft	REVA

CareAccess:

CareAccess

By: Edith Gong

Print Name: Edith Gong

Title: Director, CareAccess

Date: 6/8/15

Customer:

Monterey County

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT B to the
APPLICATION SERVICE PROVIDER AGREEMENT

FEE SCHEDULE

QUARTERLY COST SCHEDULE

CareAccess Access for REVA	***Quarterly Cost***
IP enrollment	$1 per enrolled IP

$1 will be charged per each Enrolled IP. Enrolled shall be defined as an IP who has signed the 426 and 846 electronic documents within REVA and has a scanned social security card and ID within REVA.

Customer will be billed the month following each quarter for all IPs enrolled the previous quarter.

ANNUAL COST SCHEDULE

CareAccess License Fees	***Annual Cost***
Software License and Maintenance Fee	$6,000 per site

ESTIMATED COST FOR 2 YEARS

CareAccess Deployment Costs	***Two Year Cost***
Software License and Maintenance Fee	$12,000
Projected IP Enrollment Fee	$6,000
TOTAL	**$18,000**

EXHIBIT C to the
APPLICATION SERVICE PROVIDER AGREEMENT

CareAccess Service Level Agreement

The Managed Hosting Solution provides a vault-like facility with abundant reliable bandwidth provided through a Cisco powered network and always-on power. The Data Centers are staffed 24 X 7 X 365 by highly trained and certified engineers that monitor all security, network, and power systems to ensure maximum uptime. Customers get a solution that is optimized for their business needs. This document provides information regarding the Data Centers comprehensive service level commitments.

Definitions

For purposes of this Agreement, the following definitions shall apply:

(i) "Ambient Room Temperature" shall mean the temperature as measured by ambient room probes mounted on the columns and walls of the Internet Data Center (IDC).

(ii) "Core Network" – shall mean the network from port at the Data Centers serving switch to outbound port on the MegaPOP border router. The SLA will cover all links in between. In a private port scenario, core network is defined as server A's port on serving switch through the IDC network to Server B's port on serving switch. Redundant ports will have diverse paths and terminate on separate switches.

(iii) "Customer Site Environment" – shall mean the platform from which Customer operates its applications within the Internet Data Center.

(iv) "Downtime"-- shall mean failure to meet the standards set forth below with respect to latency, packet loss, core network, and power availability. Downtime shall not include any packet loss, power unavailability or network unavailability during Ayera's scheduled maintenance of the Internet Data Centers, network and Service(s), as described herein, or due to Force Majeure.

(v) "End to End" shall mean from Customers' ports on serving switch to outbound ports on MegaPOP border routers.

(vi) "Latency" shall mean transmission time between the Customer's port on serving switch to outbound port on the MegaPOP border router and back.

(vii) "Packet Loss" shall mean a single packet of data that does not reach the router at the POP(s) designated by Ayera from the IDC, but shall not include intentionally dropped packets due to Customer's sending data faster than the Internet bandwidth that it has purchased.

(viii) "Power Availability" shall mean Electrical Power to outbound port on Customer serving Power Distribution Unit.

(ix) "Uptime" – sync port process access.

Service Levels

Dedicated Hosting:

- *Availability* – Customer's Site Environment will be available 99.9% (excluding exceptions).
- *Response Time* – Data Center will respond to any service impacting issue within **15** minutes.
- *Network Availability* – Core Network will be at **100%** availability.
- *Power Availability* – Power at the Data Center will be at **100%** availability.
- *HVAC Availability* - Ambient Room Temperature will not exceed 75 Degrees F in the server area. Relative humidity in the IDC will not exceed 55% in the server area.
- *Latency* - Average latency will not exceed 30 milliseconds roundtrip from end to end in any given 30-day period.

Exceptions

Although scheduled maintenance is not expected to impact the network, power or other service levels, the Service Level Agreement is not effective as to those periods, in conditions of Force Majeure, or for CareAccess enabled faults.

Core Failure

Within 15 minutes of core IDC component failure, CareAccess will be notified via bulk email or public web site regarding any potential downtime. Core component failure is defined as a failure of any component of the IDC that has the potential of effecting more than one customer.

Individual Customer Failure

Any individual Customer failure will be notified via fax, pager, email, or phone within fifteen minutes of failure. Individual customer failure is defined as a failure of any component of the IDC that will only affect an individual Customer (cabling, port, etc). This will include any failure resulting in inability of IDC operations to "test" customer server via a ping watch (including reasons outside of IDC control, i.e. Customer server failure, etc)

EXHIBIT D
APPLICATION SERVICE PROVIDER AGREEMENT

HIPAA Compliance

This Business Associate Addendum is entered into to address the privacy and security protections for certain information as required by federal law. ***MONTEREY COUNTY*** is the Covered Entity and is referred to below as "CE." The CONTRACTOR is the Business Associate and is referred to below as "BA."

RECITALS

A. CE wishes to disclose certain information to BA pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below).

B. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

C. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Addendum.

In consideration of the mutual promises below and the exchange of information pursuant to this Addendum, the parties agree as follows:

1. Definitions

a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].

b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.

g. **Electronic Health Record** shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.

h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.F. Parts 160 and 164, Subparts A and E.

j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; and (ii) that identifies the individual or with respect to where there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

k. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.

l. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

m. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. **Obligations of Business Associate**

a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Addendum. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Addendum. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable *written* assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a *written* agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates 42 U.S.C. Section 17935(a). BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.

d. **Appropriate Safeguards.** BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the

Contract or Addendum, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931]

e. **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Addendum, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 10 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.R.R. Section 164.308(b)].

f. **Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI. If BA creates, maintains, receives or transmits electronic PHI on behalf of CE, then BA shall implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).

g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

h. **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligation under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

i. **Accounting Rights.** Within ten (10) calendar days of notice by CE of a request for an accounting for disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the

event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) calendar days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this subparagraph h shall survive the termination of this Agreement.

j. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services(the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

k. **Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)] BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

l. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.

m. **Business Associate's Insurance.** BA shall maintain a sufficient amount of insurance to adequately address risks associated with BA's use and disclosure of Protected Information under this Addendum.

n. **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

o. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Addendum or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or Addendum or other arrangement within five (5) calendar days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

p. **Audits, Inspection and Enforcement.** Within ten (10)calendar days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether BA has complied with this Addendum; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books,

records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Addendum, BA shall notify CE within ten (10) calendar days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

3. **Termination**

   a. **Material Breach.** A breach by BA of any provision of this Addendum, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].

   b. **Judicial or Administrative Proceedings.** CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

   c. **Effect of Termination.** Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Addendum to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible[45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. **Limitation of Liability**

   Any limitations of liability as set forth in the contract shall not apply to damages related to a breach of the BA's privacy or security obligations under the Contract or Addendum.

5. **Disclaimer**

   CE makes no warranty or representation that compliance by BA with this Addendum, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

6. **Certification**

   To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

7. **Amendment**

   a. **Amendment to Comply with Law.** The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract or Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand

and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) calendar days written notice in the event (i) BA does not promptly enter into negotiations to amend the Contract or Addendum when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Contract or Addendum providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

8. **Assistance in Litigation or Administrative Proceedings**

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Contract or Addendum, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is a named adverse party.

9. **No Third-Party Beneficiaries**

Nothing express or implied in the Contract or Addendum is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

10. **Effect on Contract**

Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Contract shall remain in force and effect.

11. **Interpretation**

The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

12. Replaces and Supersedes Previous Business Associate Addendums or Agreements

This Business Associate Addendum replaces and supersedes any previous business associate addendums or agreements between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have duty executed this Addendum as of the latter of the dates that the parties signed below.

BUSINESS ASSOCIATE:		**COVERED ENTITY:**	
CareAccess		MONTEREY COUNTY	
By:	Edith Gong	By:	
Print Name:	Edith Gong	Print Name:	
Title:	Director, CareAccess	Title:	
Date:	6/8/15	Date:	

EXHIBIT E to the
APPLICATION SERVICE PROVIDER AGREEMENT

Product Support and Training Fees

Support:

Telephone Support

CareAccess shall make available reasonable telephone support to Licensee's personnel to assist them in utilizing the Licensed Software during the hours of 8:00 a.m. to 5:00 p.m. USA Pacific Time on weekdays (exclusive of holidays),

Development Support:

From time to time, Licensee may request additional enhancements, which are not included in the current public release version of the Licensed Software. CareAccess will coordinate its best efforts to include such enhancements under a separate Statement of Work to be developed and agreed between the existing sites.

Support Fees:

Support Fees
Portal Fees includes Support Fees. Support Fee is defined as telephone support and software updates.

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

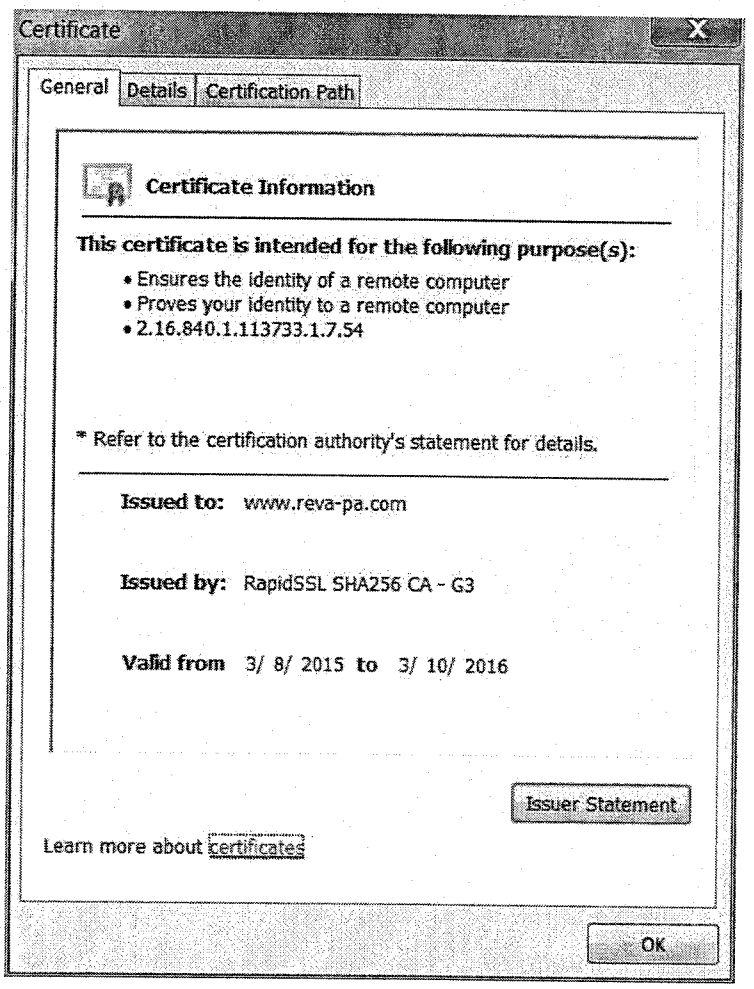
Support Fees provided above are subject to change by advance written notice of 90 days prior to any such change.

Training Fees:

Training classes and materials are offered by CareAccess and quoted on an individual basis.

EXHIBIT F to the
APPLICATION SERVICE PROVIDER AGREEMENT

Secure Sockets Layer (SSL) certificate



CareAccess
A Sourcewise Solution

EXHIBIT G

SAMPLE INVOICE

Date:

Invoice #: _____

Customer No.:
MONTER

Customer: County of Monterey
1000 South Main Street
Suite 211A
Salinas, CA 93901
Attn.: Bertha Gonzalez, MA II

Mail Payment to:
CareAccess
Attn: Accounts Receivable
2115 The Alameda
San Jose, CA 95126

Description	Quantity	Period	Rate	Amount
REVA Software Fee				
Month/Year - Month/Year	12	Months	$ 500.00	
$1 Cost per Enrolled IP ***Month/Year***	1	Month	$1.00	
$1 Cost per Enrolled IP ***Month/Year***	1	Month	$1.00	
$1 Cost per Enrolled IP ***Month/Year***	1	Month	$1.00	

Invoice Total:

Terms: **Net 30**

Reference: Billing for FY2015-2016

■ 2115 The Alameda, San Jose, CA 95126 ■ P: (877) 262-9322 ■ F: (408) 249-8918 ■ www.careaccess.biz ■
CareAccess is a solution of Sourcewise, a registered 501 (c)(3) Public Benefit Corporation. www.mysourcewise.com

EXHIBIT H

MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

1.01 Monthly claims/invoices by CONTRACTOR: Not later than the tenth (10th) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit G**.

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 10th. If the Final Invoice is not received by COUNTY by close of business on July 10th, CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

1.03 Allowable Costs: Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit B**. Only the costs listed in **Exhibit B** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

1.04 Cost Control: CONTRACTOR shall not exceed by more than twenty (20) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one line item will require corresponding decreases in other line items.

1.05 Payment in Full:
(a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

(b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after

CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

1.06 Disputed payment amount: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Attachment I**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Attachment I**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

2.02 County monitoring of services: COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

2.03 Notice of defective performance: COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

2.04 Termination for cause: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

2.05 Remedies for Inadequate Service Levels:

a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.

b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.

c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.

d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

2.06 Training for Staff: CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

2.07 Bi-lingual Services: CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

2.08 Assurance of drug free-workplace: CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- Establishing a drug-free awareness program to inform employees about all of the following:
  1) the dangers of drug abuse in the workplace;
  2) the organization's policy of maintaining a drug-free workplace;
  3) any available drug counseling, rehabilitation, and employee assistance programs;
  4) the penalties that may be imposed upon employees for drug abuse violations;
  5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit

their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

4.01 Discrimination Defined: The term "discrimination" as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 "Procedures for Investigation and Resolution of Discrimination Complaints"; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

4.02 Application of Monterey COUNTY Code Chapter 2.80: The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

4.03 Compliance with laws: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);

- **California Government Code Secs. 11135 - 11139.5,** as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.

- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);

- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;

- **7 Code of Federal Regulations (CFR),** Part 15 and **28 CFR** Part 42;

- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);

- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;

- **Monterey COUNTY Code**, Chap. 2.80.;

- **Age Discrimination in Employment Act 1975,** as amended **(ADEA),** 29 U.S.C. Secs 621 et seq.;

- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);

- **California Equal Pay Act**, Labor Code Sec.1197.5.

- **California Government Code** Section 4450;

- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**

- **The Food Stamp Act of 1977, as amended and in particular Section 272.6.**

- **California Code of Regulations, Title 24, Section 3105A(e)**

- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35, or other applicable State or federal regulation.

4.05 Written non-discrimination policy: Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

4.06 Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

4.08 Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

4.09 Binding on Subcontractors: The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. CONTRACT ADMINISTRATORS

5.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates **Manuel Altamirano** as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

5.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this

Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

VI. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from State and Federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then COUNTY may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

VII. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

A. CONTRACTOR shall first discuss the problem informally with the designated DSES Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within fifteen (15) working days of the failed attempt to resolve the dispute with DSES Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSES Division Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Division Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social & Employment Services.

B. CONTRACTOR's appeal of the Division Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.

C. CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5

commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).

D. CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.

E. Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.