

SPACE USE AGREEMENT

This Space Use Agreement ("Agreement") is made this 1st day of July, 2013, by and between MAXIMUS, Inc. ("MAXIMUS"), and El Dorado County Department of Social Services, ("Agency").

MAXIMUS has been awarded the Health Care Options Contract # 07-65829 ("HCO Contract") by the California Department of Health Care Services to provide health plan education and enrollment services.

The parties desire to cooperate to provide adequate workspace for the preparation and presentation of the Health Care Options materials in accordance with the HCO Contract.

In consideration of the mutual terms, conditions and covenants set forth herein, the parties agree as follows:

1. MAXIMUS Responsibilities. MAXIMUS agrees to provide the services set forth in the Exhibit 1.
2. Agency Responsibilities. The Agency agrees to provide the services set forth in Exhibit 2.
3. Compensation. The parties shall each provide services hereunder in-kind, and neither party shall be obligated to compensate the other party in any other manner.
4. Independent Contractors. This Agreement shall not constitute an employment, joint venture, partnership, agency or similar arrangement, and nothing contained herein shall be construed as providing for the sharing of profits or losses arising from the efforts of either or both of the parties hereto. Each party to this Agreement shall act as an independent contractor, and neither party shall have the power to act for or bind the other party except as expressly provided for herein. Each party assumes sole responsibility for determining the manner and means of performance hereunder.
5. Term. This Agreement shall be effective as of July 1, 2013, and shall continue in effect so long as MAXIMUS holds the HCO Contract, unless earlier terminated as provided in paragraph 6 below.
6. Termination. Either party shall have the right to terminate this Agreement for any reason upon thirty (30) days' notice to the other party. This Agreement may also be terminated by MAXIMUS without prior notice if (i) the HCO Contract is terminated for any reason or (ii) the State of California directs MAXIMUS to terminate this Agreement.
7. Confidentiality; Non-Solicitation. The parties acknowledge that they may have access to confidential information of the other party including, but not limited to, information concerning operations, customers, business and financial condition, as well as personal and health information of its clients and other information as to which a party has an obligation to maintain confidentiality (collectively referred to as "Proprietary Information"). The parties agree not to disclose, or to use or let others use, any Proprietary Information, whether or not designated confidential or proprietary, acquired in the course of this Agreement. The parties agree that, during the term of this Agreement and for a period of one (1) year from the termination of this Agreement, neither party will solicit for employment any employee of the other party who was involved in the performance of this Agreement without the prior written consent of such party. However, nothing herein shall prohibit either party from employing an employee of the other party who responds to a public employment advertisement or who applies for employment directly, without solicitation or inducement by the hiring party.

8. Indemnification. MAXIMUS shall defend, indemnify and hold harmless Agency from and against damages, liability and costs (including reasonable attorney's fees) directly caused by the negligent actions or willful misconduct of MAXIMUS, its employees or agents. MAXIMUS shall not be responsible for any damages or liability resulting, in whole or in part, from the negligence or willful misconduct of Agency, its employees, consultants or agents.
9. Insurance. Each party shall be responsible for obtaining legally required and commercially reasonable insurance coverage for its activities hereunder.
10. Compliance. Each party shall comply with all federal, state and local statutes, regulations, ordinances and rules applicable to their performance of this Agreement relating, directly or indirectly, to their performance hereunder.
11. Survival. Paragraphs 7 and 8 shall survive the expiration or termination of this Agreement.
12. Disputes. If disputes cannot be resolved via internal discussions, arbitration may be sought. Disputes arising under this Agreement shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association to be held in Sacramento, California. California law shall apply. The arbitrator may award attorney's fees to the prevailing party.
13. Amendment; Assignment. This Agreement may only be amended by a written document signed by both parties. This Agreement shall not be assigned by a party without the prior written approval of the other party.
14. Limitation of Liability. In no event shall either party be liable for special, indirect, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if a party has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.
- Any claim by one party against the other relating to this Agreement must be made in writing and presented within one (1) year of the expiration or termination of this Agreement. The total liability of one party to the other for any and all damages whatsoever arising out of or in any way related to this Agreement from any cause whatsoever shall not, in the aggregate, exceed \$100,000.00.
15. Condition of Property. MAXIMUS agrees to take the property provided by Agency in its "as is" condition. Agency does not warrant or represent that the property is suitable for MAXIMUS purposes or uses, MAXIMUS having made its own investigation and independent determination of the satisfactory condition of the property and its suitability for use.
16. Transfer. The rights granted to MAXIMUS shall not be assigned, sold, encumbered or transferred by MAXIMUS in whole or in part without the express written consent of the Agency, which may be withheld in the Agency's sole discretion. Any purported transfer by MAXIMUS in violation of these restrictions will confer no rights on any other party and will, at Agency's sole option, be void.

The County Officer or employee with responsibility for administering this Agreement is Machele Rae, Health and Human Services Agency, Program Manager I, or successor.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives.

MAXIMUS, Inc.
California Health Care Options
3130 Kilgore Road, Suite 100
Rancho Cordova, CA 95670
(916) 364-0289 Fax

El Dorado County Department of Social Services
3057 Briw Road
Placerville, CA 95667-1637

By [Signature]
Name **Adam Polatnick**
Vice President
Assistant General Counsel

By [Signature]
Name **Janet Walker-Conroy, M.A., Interim Director**

Date: 09/08/13

Date: July 23, 2013

By [Signature]
Name **DAVID FRANCIS**
Date 9/24/13

Dated: 7/30/13
By: [Signature]
Ron Briggs, Chair
Board of Supervisors
"County"

ATTEST:
James S. Mitrison
Clerk of the Board of Supervisors

By: [Signature] Dated 7/30/13
Deputy Clerk

SPACE USE AGREEMENT

Exhibit 1

MAXIMUS Responsibilities

MAXIMUS, under contract with the California Department of Health Care Services shall utilize the space/equipment solely to:

- Provide education/outreach services to Medi-Cal eligibles on the Health Care Options (HCO) Program.
- Provide, trained, culturally and linguistically capable Enrollment Services Representatives to conduct scheduled HCO presentations under a mutually agreed upon published schedule.
- Develop and implement a HCO referral document for local agency use for Medi-Cal eligibles in the mandatory/voluntary HCO Medi-Cal eligibility codes.
- Adhere to all rules and regulations of the providing facility.
- Maintain the space/equipment in a safe and professional manner.
- Provide necessary training for all agency designated staff on the HCO Program and its services for Medi-Cal eligibles.

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Exhibit 2

Agency Responsibilities

- Provide adequate confidential workspace for preparation and presentation of Health Care Options (HCO) material.
- Provide, as needed, telephone, photocopy, and fax access; usage of which is limited to the needs of the HCO Program.
- Provide access to Internet connectivity/outlet with the following requirements:
 - MAXIMUS Enrollment Service Reps (ESRs) require physical access to attach a MAXIMUS owned and controlled laptop computer to a County office local area network.
- Provide furniture (desk, table, and chair) for HCO staff member(s) as well as locked desk/file area for confidential documents.
- Permit posting of State approved signage/materials as designated by California Department of Health Care Services/MAXIMUS.
- Establish a HCO referral system for Medi-Cal eligibles/beneficiaries to the HCO Enrollment Services Representative.
- In the event of an emergency or to discuss issues regarding MAXIMUS on-site employees, please contact Benjamin Coss, Project Director at (916) 364-6610.