Health Services
LOS ANGELES COUNTY

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August 18, 2009

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

APPROVE SOLE SOURCE AGREEMENT FOR IMAGE MANAGEMENT SYSTEM
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)

CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ( ) DISAPPROVE ( )

SUBJECT

Request approval of an agreement (Agreement) with Philips Healthcare Informatics, Inc. (Philips) for an enterprise Image Management System (IMS or System).

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman to execute the attached Sole Source Agreement with Philips for an enterprise IMS, including hardware, software licenses, System implementation including interfaces and testing, System maintenance and support, training, and optional professional services relating to the System, for a term that commences upon the date of Board approval and expires seven (7) years from County's Final Acceptance of the System at the last County Facility (Initial Term), with three optional one-year extensions (Extended Term) at County's sole option, with a maximum County obligation (Contract Sum) of $3,928,500.

2. Delegate authority to the Interim Director of the Department of Health Services (DHS), or his designee, to exercise approval of the optional one-year extensions pursuant to the provisions of the Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the proposed Agreement will enable DHS to acquire an enterprise IMS that allows viewing of critical patient digital images across DHS facilities. The enterprise IMS will replace the current pilot IMS at LAC+USC Healthcare Network (LAC+USC), Harbor-UCLA Medical Center (Harbor), and Olive View-UCLA Medical Center (Olive View) and allow expansion of the new System to Rancho Los Amigos National Rehabilitation Center (Rancho), Martin Luther King, Jr. Multi-Service Ambulatory Care Center (MLK-MACC), and High Desert Health System (HDHS). The System will be accessible to all Health Centers, Comprehensive Health Centers and other associated, DHS directly operated health facilities within that facility's network. Under the proposed Agreement, Philips will provide hardware, software licenses, System implementation including interfaces and testing, System maintenance and support, and training for all six (6) DHS facilities, as well as optional professional services for any unanticipated work on the IMS during the term of the Agreement.

The proposed IMS will enable DHS to standardize access to medical imaging by allowing images from multiple image systems to be viewed using a Web-based browser. For example, echocardiograms, cardiac catheterization, and vascular images could be viewed during diagnosis and treatment. Philips' pilot IMS was successfully piloted at LAC+USC, Harbor, and Olive View by cardiologists and each facility's Information Technology unit. Although the pilot IMS runs on a small server and has limited capacity, clinicians at the three facilities are able to share patient images and benefit from a reduction in duplicate procedures as well as from improved diagnostic and treatment results. The pilot IMS has been used by DHS for almost three years with good results and without any significant problems.

Approval of the recommended Agreement is necessary in order for DHS to move from the pilot at three facilities into the enterprise-wide IMS with more robust hardware to handle the anticipated volumes. With a fully implemented solution, image sharing can be extended to clinicians at all DHS facilities, enabling them to benefit from a single solution for viewing medical images across all facilities.

Implementation of Strategic Plan Goals

The recommended action supports Goals 1, Operational Effectiveness, and Goal 4, Health and Mental Health of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

First year System implementation cost under the proposed Agreement through County's Final Acceptance of the System at the last DHS facility, consisting of

hardware and software installation, interface development and installation, testing and training, is $267,852. Annual license and maintenance fees for each of the first seven years of the Initial Term of the Agreement are $368,664. DHS has negotiated reduced annual license and maintenance fees of $240,000 for each of the three optional Extended Term years. The Agreement also includes an allocation of $360,000 in pool dollars for optional professional services for the term of the Agreement. The Contract Sum for the entire potentially ten-year term of the proposed Agreement is $3,928,500. Funding for the System implementation and the first year annual license and maintenance fees are included in the FY 2009-10 Adopted Budget. Future funding for this Agreement will be requested in future fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Initial Term of the proposed Agreement will commence upon the date of Board approval, continue through System implementation and expire seven (7) years from County's Final Acceptance of System implementation at the last County facility. At the end of the Initial Term, at County's sole option, the Agreement may be extended for up to three (3) additional one-year terms.

The Agreement contains all the latest Board required provisions. In addition, Philips is required to notify County when the Agreement term is within six (6) months from expiration and when it has reached seventy-five percent (75%) of the authorized Contract Sum.

The Agreement also contains certain provisions to protect the County in the event of Philips' deficient performance and/or breach of warranties, including, via example, intellectual property indemnification, discounting of maintenance fees, and payment withholding. Where applicable, DHS discussed each of the following deviations from the County's standard provisions, or exceptions taken by Philips, with County Counsel and the CEO Risk Management Branch – Risk Management Operations section. DHS believes the following negotiated alternative language is commercially reasonable and does not impose an unacceptable risk or burden on the department:

- The Proprietary Considerations paragraph is omitted in its entirety as inapplicable, since Philips will retain ownership of the System, including hardware and software, upon expiration or other termination of the Agreement.

- Each party's liability for damages arising under the Agreement is capped at $2 million, with a short list of exceptions allowing for unlimited liability. Also, neither party will be liable for any indirect, incidental, or consequential damages arising from the Agreement.

- In the Business Associate Agreement: (i) the time allowed for Business Associate to make protected health information available to a covered entity is increased from two (2) to seven (7) business days; (ii) the time allowed for Business Associate to provide protected health information is increased from five (5) to seven (7) business days; and (iii) the time allowed for Business Associate to make amendments to protected health information, when requested by covered entity, is increased from ten (10) to twenty (20) business days.

County's Chief Information Office recommends approval of this proposed Agreement (Attachment A includes the Chief Information Officer's Analysis for concurrence with the Department's recommendation). This Agreement has also been reviewed and approved as to form by County Counsel.

CONTRACTING PROCESS

On May 11, 2005, as a result of a formal solicitation process, the Internal Services Department issued Purchase Order Agreement No. T42445 to Philips for its Cardiac Cath Lab Imaging System and Ancillary Equipment for implementation at Harbor and Olive View. This Agreement covered provision of a new cardiology system, including the establishment of communications between the two DHS facilities for transmission of cardiology images through the Philips Xcelera cardiology image and information distribution system (EasyWeb), which was a predecessor to Philips' iSite enterprise image system (iSite).

On January 12, 2006, ISD issued Change Order No. R41713 to the Agreement with Philips to substitute EasyWeb at Harbor and Olive View with iSite, which is a more robust Web-based replacement system that Philips was implementing to phase out the use of EasyWeb. The iSite installation was also expanded to include LAC+USC, and on November 2, 2006, Philips successfully completed the installation of iSite as the pilot IMS at the three facilities.

Based on the successful pilot implementation, DHS determined it was appropriate to expand to an enterprise-wide IMS. An agreement approved by your Board was identified as the most appropriate method to obtain the IMS because the additional costs of enterprise-wide installation, training, and professional services were outside of ISD's Purchasing Agent authority and therefore the Purchase Order could not be amended. DHS presented the scope of the IMS expansion to the Board Deputies as a discussion item at the Agenda Review Meeting on July 25, 2007. At that time DHS management did not identify the Philips agreement as a sole source agreement because the project was based on expansion of a Purchase Order. Therefore, DHS did not give written notice to your Board as required by Board Policy 5.100. DHS

subsequently entered into negotiations with Philips, the owner of the proprietary software that constitutes the IMS, ten days after presentation at the July 25, 2007 meeting in anticipation of finalizing an agreement for your Board's approval. The Agreement took longer than anticipated to negotiate due to several changes in key Philips personnel during the negotiations and Philips' initial reluctance to agree to the County preferred terms and conditions.

Attachment II is a Sole Source Checklist in accordance with Board Policy 5.100.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended Agreement will upgrade the current IMS utilized by three (3) DHS facilities to an enterprise-wide IMS.

Respectfully submitted,

John F. Schunhoff, Ph.D.
Interim Director

Reviewed by:

Richard Sanchez
Acting Chief Information Officer

JFS:kh

Attachments (3)

c: Chief Executive Officer
Acting County Counsel
Executive Officer, Board of Supervisors

Philips iSite BL

CIO ANALYSIS

REQUEST BY THE DEPARTMENT OF HEALTH SERVICES (DHS) TO ENTER INTO AN AGREEMENT WITH PHILIPS HEALTHCARE INFORMATICS, INC. (PHILIPS) FOR PURCHASE OF AN ENTERPRISE IMAGE MANAGEMENT SYSTEM

CIO RECOMMENDATION: ☒ APPROVE ☐ APPROVE WITH MODIFICATION ☐ DISAPPROVE

Contract Type:
☒ New Contract ☐ Contract Amendment ☐ Contract Extension
☒ Sole Source Contract ☒ Hardware Acquisition ☐ Other

New/Revised Contract Term: Base Term: 7 Yrs. # of Option Yrs: 3

Contract Components:
☒ Software ☒ Hardware ☐ Telecommunications
☒ Professional Services

Project Executive Sponsor: John F. Schunhoff, Ph.D., Interim Director, DHS

Budget Information :

Y-T-D Contract Expenditures	$ 0
Requested Contract Amount	$3,928,500
Aggregate Contract Amount	$3,928,500

Project Background:

Yes	No	Question
☐	☒	Is this project legislatively mandated?
☐	☒	Is this project subvented? If yes, what percentage is offset?
☐	☒	Is this project/application applicable to (shared use or interfaced) other departments? If yes, name the other department(s) involved.

Strategic Alignment:

Yes	No	Question
☒	☐	Is this project in alignment with the County of Los Angeles Strategic Plan?
☒	☐	Is this project consistent with the currently approved Department Business Automation Plan?
☒	☐	Does the project's technology solution comply with County of Los Angeles IT Directions Document?
☒	☐	Does the project technology solution comply with preferred County of Los Angeles IT Standards?
☒	☐	This contract and/or project and its milestone deliverables must be entered into the Information Technology Tracking System (ITTS).

Project/Contract Description:

Request for approval of an Agreement with Philips Healthcare Informatics, Inc., (Philips) for acquisition and deployment of an enterprise Image Management System (IMS) for DHS.

Under the proposed Agreement, Philips will provide hardware, software, licenses, system implementation including interfaces and testing, system maintenance and support, training and optional professional services to all six (6) DHS hospital facilities, and provide accessibility to the enterprise IMS at all Health Centers, Comprehensive Health Centers and other associated, DHS directly operated health facilities within each respective hospital facility's network.

The agreement also provides for Philips to provide optional professional services for any unanticipated work required on IMS during the entire term of the Agreement.

Background:

On May 11, 2005, DHS purchased a Cardiac Cath Lab Imaging System and Ancillary Equipment from Philips for implementation and use at Harbor/UCLA Medical Center (Harbor) and Olive View Medical Center (Olive View). This agreement covered provision of a new cardiology system, including the establishment of communications between these two DHS facilities for transmission of cardiology images through the Philips Xcelera cardiology image and information distribution system (EasyWeb), which was the predecessor to Philips' iSite enterprise image system (iSite).

On January 12, 2006, through a change order, DHS substituted iSite for EasyWeb at Harbor and Olive View because iSite was a more robust web-based system that Phillips was implementing in anticipation of phasing out the use of EasyWeb. The installation of iSite was also expanded at that time to include LAC+USC Healthcare Network (LAC+USC) as a pilot. The substitutions of iSite for EasyWeb at Harbor and Olive View and pilot installation of IMS at LAC+USC were completed by Philips on November 2, 2006.

Following a successful three-year pilot period, DHS would now like to expand the installation and use of IMS to an enterprise-wide Image Management System at all six (6) of its hospital facilities and make the system accessible to all DHS Health Centers, Comprehensive Health Centers and other associated DHS directly operated health facilities within each respective hospital facility's network.

Following appropriate notification to the Board and briefing of the Board Health Deputies on July 25, 2007, DHS entered into negotiations with Philips. Those negotiations took considerably longer than anticipated but have now been concluded.

Project Justification/Benefits:

Approval of the proposed Agreement will enable DHS to acquire and deploy an enterprise IMS to allow viewing of critical patient digital images, currently operational in pilot mode at three (3) hospital facilities (LAC+USC, Harbor, and Olive View), to include all six (6) DHS hospital facilities (adding Rancho Los Amigos National Rehabilitation Center [Rancho], Martin Luther King, Jr. Multi-Service Ambulatory Care Center [MLK-MACC] and High Desert [HDHC]) as well as all Health Centers, Comprehensive Health Centers and other associated, DHS directly operated health facilities within each respective hospital facility's network. This will enable DHS to standardize access to medical imaging by allowing images from multiple image modalities to be viewed using a simple web-based browser.

This system differs significantly from and should not be confused with traditional document imaging systems in that IMS is a Picture Archiving and Communications System (PACS) that is designed to manage highly complex and sophisticated medical images generated from various medical imaging instruments, including ultrasound, magnetic resonance, positron emission tomography (PET), computed tomography, endoscopy, mammograms, digital radiography, and computed radiography, using Digital Imaging and Communications in Medicine (DICOM) storage format.

Project Metrics:

The overall success of this project will be determined by the successful installation and use of the IMS system at all the hospital facilities and locations mentioned above, the reduction in the number of repeat procedures patients have to endure due to the current inability to transmit and receive images from non-County facilities when transferred to a County facility, and the reduced time clinicians will need to make treatment decisions by having immediate access to imaged cardiac-related medical records they would otherwise not have.

Impact on Service Delivery or Department Operations, If Proposal Is Not Approved:

Approval of the recommended Agreement is necessary in order for DHS to move out of the current pilot phase at three (3) of its hospitals and into the enterprise-wide deployment of IMS at all six (6) DHS hospitals. The system will be accessible as well to all Health Centers, Comprehensive Health Centers and other associated DHS directly operated health facilities within each respective hospital facility's network. With a fully implemented solution, image sharing can be extended to clinicians in all DHS facilities, enabling clinicians at virtually all DHS facilities to employ a single solution for viewing of all PACS-stored medical images. IMS will also provide the capability to receive images from other non-County facilities when patients are transferred or admitted to County facilities, reducing the need to repeat often invasive procedures that a patient receives. Since diagnostic images from one facility can be viewed at another facility, the time required to make treatment decisions can also be reduced.

Alternatives Considered:

As the proprietary owner of the iSite IMS product, Philips is the only vendor qualified to provide the product and services required under this agreement. Accordingly, no other alternatives were considered. Philips was initially selected for the pilot implementation of their product by way of a competitive solicitation conducted by the Internal Services Department (ISD).

Project Risks:

As is true of all contracts such as this, there is always the risk of the contractor's failure to perform as required. Aside from that unlikely occurrence, the acquisition and installation of this enterprise IMS by DHS would not subject the County to any significant risks.

Risk Mitigation Measures:

Should Philips fail to perform as required, adequate safeguards have been included in the Agreement ensuring the County's protection including intellectual property indemnification, discounting of maintenance fees, and payment withholding.

Financial Analysis:

The maximum contract sum for the proposed Agreement is $3,928,500 over a 10-year period.

Initial funding is included in the DHS Health Services Administration – Information Technology FY 2009-10 Proposed Budget. Funding for the Agreement will be requested as a continuing appropriation in future fiscal years.

CIO Concerns:

None.

CIO Recommendations:

The Chief Information Office recommends approval of this purchase.

CIO APPROVAL

Date Received: August 6, 2009

Prepared by: Earl S. Bradley

Date: August 6, 2009

Approved:

Date: 8-6-09

ATTACHMENT II

SOLE SOURCE CHECKLIST

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS *Identify applicable justification and provide documentation for each checked item.*
	➢ **Only one bona fide source for the service exists; performance and price competition are not available.**
	➢ **Quick action is required (emergency situation).**
	➢ **Proposals have been solicited but no satisfactory proposals were received.**
	➢ **Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.**
	➢ **Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.**
	➢ **It is more cost-effective to obtain services by exercising an option under an existing contract.**
	➢ **It is in the best interest of the County, e.g., administrative cost savings, excessive learning curve for a new service provider, etc.**
X	➢ **Other reason. Please explain:** Based on a formal competitive solicitation, the Internal Services Department (ISD) issued a Purchase Order Agreement on May 11, 2005 to Philips Medical Systems, Inc. for their Cardiac Cath Lab Imaging Systems and Ancillary Equipment for implementation at Harbor and Olive View. The Agreement covered provision of new cardiology systems, including the establishment of communications between the two DHS facilities for transmission of cardiology images through the Philips Xcelera cardiology image and information distribution system (EasyWeb), which was a predecessor to Philips iSite enterprise image system (iSite). On January 12, 2006, ISD issued Change Order No. R41713 to

SOLE SOURCE CHECKLIST

	the Agreement with Philips to substitute EasyWeb with the iSite system at Harbor and Olive View because it was a more robust web based system that Philips was implementing to phase out the use of EasyWeb. The iSite installation was also expanded to include LAC+USC and on November 2, 2006 Philips completed the substitution and pilot installation at the three facilities. Based on the successful pilot implementation, DHS determined it was appropriate to expand to an enterprise wide Image Management System (IMS). The additional costs of an enterprise wide installation, training and professional services were outside of ISD's Purchasing Agent authority and therefore the Purchase Order could not be amended. In anticipation of requesting Board approval of an Agreement with Phillips, DHS presented the scope of the project to the Board Deputies on July 25, 2007. After a ten day period, DHS subsequently entered into negotiations with Philips, the owner of the proprietary software that constitutes the IMS, in anticipation of finalizing an agreement for your Board's approval. Under the proposed new Agreement, Philips will provide IMS via an application service provider model, which will save DHS programming modification, database management, and support costs, since data conversion is not needed and staff have already been trained on the iSite IMS.
Deputy Chief Executive Officer, CEO	8/5/09 **Date**

AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
PHILIPS HEALTHCARE INFORMATICS, INC.
FOR AN
IMAGE MANAGEMENT SYSTEM (IMS)

AGREEMENT NUMBER _____

JULY 2009

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EXHIBITS

Exhibit A Statement of Work
- I. Introduction
- II. Instructions
- III. Tasks and Deliverables

Attachment A.1 Functional Requirements
Attachment A.2 System Configuration
- I. System Software
- II. System Hardware

Attachment A.3 Client Environment
- I. Client Network
- II. Client Hardware
- III. Client Software

Attachment A.4 System Training
- I. Introduction
- II. Scope of Training

Attachment A.5 County Facilities
Attachment A.6 Optional Work
- I. Optional Work
- II. Pool Dollars

Exhibit B Schedule of Payments
- I. Deliverables
- II. Implementation Cost
- III. Annual Fees
- IV. Optional Work
- V. Pool Dollars
- VI. Contract Sum

Exhibit C Implementation Plan
Exhibit D Service Level Requirements
- I. Scope of Services
- II. Maintenance and Support
- III. Problem Resolution
- IV. Warranties
- V. Remedies

Schedule D.1 Maintenance and Support Assumptions
Schedule D.2 County Remote Access Policies

Exhibit E Acknowledgment and Confidentiality Agreement
Exhibit F Contractor's EEO Certification
Exhibit G Administration of Agreement
- I. County's Key Personnel
- II. Contractor's Key Personnel

Exhibit H Business Associate Agreement
Exhibit I Safely Surrendered Baby Law
Exhibit J County's Travel Expense Reimbursement Policy
Exhibit K Microsoft End-User License Agreement

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

PHILIPS HEALTHCARE INFORMATICS, INC.

FOR AN

IMAGE MANAGEMENT SYSTEM

THIS AGREEMENT is made and entered into this _____ day of _____, 2009, by and between the County of Los Angeles (hereinafter "County") and Philips Healthcare Informatics, Inc., a Delaware corporation (hereinafter "Contractor").

RECITALS

WHEREAS, Contractor is in the business of providing systems, including hardware and software; and

WHEREAS, County currently successfully operates at three County Facilities a pilot version of an Image Management System (hereinafter "IMS") provided by Contractor; and

WHEREAS, County desires to procure from Contractor the use of the IMS on a larger scale for all six County Facilities; and

WHEREAS, upon County's request, Contractor has agreed (i) to provide County with the IMS to meet County's growing demands, (ii) to provide Maintenance and Support services, and (iii) to provide Optional Work up to a limit specified herein during the term of the Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, County and Contractor agree as follows:

1. APPLICABLE DOCUMENTS AND DEFINITIONS

1.1 INTERPRETATION

The body of this Agreement (including, without limitation, the Recitals hereto), along with Exhibits A, B, C, D, E, F, G, H, I, J and K and all Attachments and Schedules thereto, all attached hereto and described in this Paragraph 1.1 below, are incorporated herein by reference. The body of this Agreement (including, without limitation, the Recitals hereto), along with such Exhibits, Attachments and Schedules, collectively form and throughout and hereinafter are referred to as the "Agreement". In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule or the contents or description of any task, subtask, deliverable, goods, service or other work, or otherwise, between the body of this Agreement (including, without

limitation, the Recitals hereto) and the Exhibits (including, without limitation, the Attachments and Schedules thereto) or between the Exhibits (including, without limitation, the Attachments and Schedules thereto), such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement (including, without limitation, the Recitals hereto), and then to the Exhibits (including, without limitation, the Attachments and Schedules thereto) according to the following descending priority:

Exhibit A - Statement of Work
- Attachment A.1 - Functional Requirements
- Attachment A.2 - System Configuration
- Attachment A.3 - Client Environment
- Attachment A.4 - System Training
- Attachment A.5 - County Facilities
- Attachment A.6 - Optional Work

Exhibit B - Schedule of Payments
Exhibit C - Implementation Plan
Exhibit D - Service Level Requirements
- Schedule D.1 - Maintenance and Support Assumptions
- Schedule D.2 - County Remote Access Policies

Exhibit E - Acknowledgment and Confidentiality Agreement
Exhibit F - Contractor's EEO Certification
Exhibit G - Administration of Agreement
Exhibit H - Business Associate Agreement
Exhibit I - Safely Surrendered Baby Law
Exhibit J - County's Travel Expense Reimbursement Policy
Exhibit K - Microsoft End-User License Agreement

With respect to the Exhibits and the Attachments and Schedules attached thereto, precedence first shall be given to the Exhibits, and then to the associated Attachments or Schedules, as applicable.

1.2 ENTIRE AGREEMENT

The body of this Agreement, together with the Recitals and all Exhibits, Attachments and Schedules, as further defined in Paragraph 1.1 (Interpretation) above, constitutes the complete and exclusive statement of understanding between the parties and supersedes all previous and contemporaneous agreements, whether written or oral, and any and all communications and negotiations between the parties relating to the subject matter of this Agreement.

1.3 Definitions

The terms and phrases in this Paragraph 1.3 in quotes and with initial letter capitalized, where applicable, shall have the meanings set forth below when used in this Agreement, throughout and hereafter.

Acceptance
As used herein, the term "Acceptance" shall mean County's written approval of any tasks, subtasks, deliverables, goods, services or other work, including Acceptance Tests, provided by Contractor to County pursuant to this Agreement.

Acceptance Test(s)
As used herein, the term "Acceptance Test(s)", whether singular or plural, shall mean any or all of the tests conducted in accordance with Task 5 (System Acceptance) of Exhibit A (Statement of Work), including Integrated Functional Test and Stress Test, as defined in Paragraph 12.1 (Acceptance Tests).

Additional Hardware
As used herein, the term "Additional Hardware" shall mean the equipment and related Documentation, including any additional environment refresh hardware, peripheral hardware or any equipment, which Contractor may provide following Clinical Live as part of its Maintenance and Support obligations. Once installed, Additional Hardware shall become part of, and be deemed, System Hardware for the purpose of this Agreement.

Additional Software
As used herein, the term "Additional Software" shall mean those software modules and related Documentation, including any additional Application Software licenses, third party products, environment refresh software or other Third Party Software, or any other software modules, which Contractor may provide following Clinical Live as part of its Maintenance and Support obligations. Once implemented, Additional Software shall become part of, and be deemed, System Software for the purpose of this Agreement.

Additional Training
As used herein, the term "Additional Training" shall mean on-site and/or on-line System training, including documentation, to be described in Attachment A.6 (Optional Work), including on-line training, implementation planning, train-the-trainer and/or technical/system administration training, which Contractor may provide following Clinical Live upon mutual agreement in accordance with Paragraphs 5.5 (Optional Work) and 8.5 (Optional Work) and Task 9 (Provide Optional Work) of Exhibit A (Statement of Work).

Amendment
As used herein, the term "Amendment" shall have the meaning set forth in Paragraph 4 (Change Notices and Amendments).

Annual Fee
As used herein, the term "Annual Fee" shall mean the amount to be paid by County to Contractor per County Facility for each year commencing on the date of Final Acceptance of the applicable County Facility as specified in Section III (Annual Fees) of Exhibit B (Schedule of Payments).

API Toolkit
As used herein, the term "API Toolkit" shall mean a software development tool provided by Contractor to County as part of Supplemental Software.

Application Software
As used herein, the term "Application Software" shall mean all Baseline Application, Future Interfaces, Updates and any Replacement Product which may be provided by Contractor pursuant to Paragraph 10.5 (Continuous Product Support), and related Documentation, provided by Contractor pursuant to this Agreement.

Baseline Application
As used herein, the term "Baseline Application" shall mean Core Application, Existing Interfaces and Supplemental Software, and related Documentation, provided by Contractor pursuant to this Agreement and identified in Section I.A (Baseline Application) of Attachment A.2 (System Configuration) in order to meet the Functional Requirements.

Board of Supervisors
As used herein, the term "Board of Supervisors" shall mean County's Board of Supervisors, which is the governing body of County.

Business Day(s)
As used herein, the term "Business Day(s)", whether singular or plural, shall mean Monday through Friday, excluding County observed holidays, unless stated otherwise.

Change Notice
As used herein, the term "Change Notice" shall have the meaning given to such term in Paragraph 4 (Change Notices and Amendments).

Client
As used herein, the term "Client" shall mean the Client Application together with the Client Environment in which it resides, utilized by County to access the System.

Client Application
As used herein, the term "Client Application" shall mean the portion of the Application Software installed on the Client Hardware that enables the Client Environment to access the Application Software operating on the System Hardware.

Client Environment
As used herein, the term "Client Environment" shall mean County's portion of the System Environment, consisting of Client Hardware, Client Software and Client Network, used for accessing and using the System.

Client Hardware
As used herein, the term "Client Hardware" shall mean a computer, workstation, terminal or other electronic equipment used to access the System Hardware, acquired by County for the purpose of this Agreement in accordance with Contractor's specifications set forth in Attachment A.3 (System Environment).

Client Network
As used herein, the term "Client Network" shall mean County's local area network for the System Software which will meet Contractor's specifications set forth in Attachment A.3 (System Environment).

Client Software
As used herein, the term "Client Software" shall mean County's software residing on the Client Hardware which will meet Contractor's specifications set forth in Attachment A.3 (System Environment).

Clinical Live
As used herein, the term "Clinical Live" shall mean the date of County's written approval of Deliverable 7.1 (Clinical Live) of Exhibit A (Statement of Work).

Component(s)
As used herein, the term "Component(s)" shall mean, individually and collectively, each and every component or module of the System including System Software and System Hardware.

Confidential Information
As used herein, the term "Confidential Information" shall have the meaning set forth in Paragraph 20.1.

Consulting Services
As used herein, the term "Consulting Services" shall mean professional and/or consulting services, to be described in Attachment A.6 (Optional Work), which Contract may provide following Clinical Live upon mutual agreement in accordance with Paragraphs 5.5 (Optional Work) and 8.5 (Optional Work) and Task 9 (Provide Optional Work) of Exhibit A (Statement of Work).

Contract Sum
As used herein, the term "Contract Sum" shall mean the total monetary amount payable by County to Contractor hereunder, as set forth in Paragraph 8.1 (Maximum Contract Sum). The Contract Sum shall not be adjusted for any costs or expenses whatsoever of Contractor.

Contractor; Philips
As used herein, the terms "Contractor" and "Philips" shall mean Philips Healthcare Informatics, Inc.

Contractor's Key Personnel
As used herein, the term "Contractor's Key Personnel" shall have the meaning set forth in Paragraph 3.1 (Administration of Agreement).

Contractor’s Contract Manager
As used herein, the term "Contractor’s Contract Manager" shall have the meaning set forth in Paragraph 3.2.1 (Contractor’s Contract Manager).

Contractor's Project Manager
As used herein, the term "Contractor's Project Manager" shall have the meaning set forth in Paragraph 3.2.2 (Contractor's Project Manager).

Contractor's Customer Advocate
As used herein, the term "Contractor's Customer Advocate" shall have the meaning set forth in Paragraph 3.2.3 (Contractor's Customer Advocate).

Core Application
As used herein, the term "Core Application" shall mean the software and related Documentation, provided by Contractor pursuant to this Agreement as part of the System Software in accordance with Subtask 2.2 (Deliver and Install System Hardware and System Software) of Exhibit A (Statement of Work) and identified in Section I.A.1 (Core Application) of Attachment A.2 (System Configuration) in order to meet the Functional Requirements.

County
As used herein, the term "County" shall mean the County of Los Angeles, California.

County Facility; County Facilities
As used herein, the term "County Facility(ies), whether singular or plural, shall mean any one or all of County facilities listed in Attachment A.5 (County Facilities), for which Contractor shall provide tasks, subtasks, deliverables, goods, services and other work under this Agreement.

County Materials
As used herein, the term "County Materials" shall have the meaning set forth in Paragraph 20.1 under Paragraph 20 (Confidentiality and Security).

County's Key Personnel
As used herein, the term "County's Key Personnel" shall have the meaning set forth in Paragraph 2.1 (Administration of Agreement).

County's Project Director
As used herein, the term "County's Project Director" shall have the meaning set forth in Paragraph 2.2.1 (County's Project Director).

County's Project Manager
As used herein, the term "County's Project Manager" shall have the meaning set forth in Paragraph 2.2.2 (County's Project Manager).

Day(s)
As used herein, the term "day(s)", whether singular or plural, shall mean calendar day(s).

Deficiency; Deficiencies
As used herein, the term "Deficiency(ies)", whether singular or plural, shall mean and include any substantive defect(s) in the implementation, materials and/or workmanship; error(s), omission(s); material deviation(s) from the Documentation; material deviation(s)

from any of the requirements or any deliverables or Specifications under the Agreement; and/or other problems which result in the System, or any System Component, not performing in compliance with the provisions of this Agreement, including, but not limited to, the Specifications, including Functional Requirements and System Performance Requirements.

Deliverable(s); deliverable(s)
As used herein, the terms "Deliverable(s)" and "deliverable(s)", whether singular or plural, shall mean items and/or services provided or to be provided by Contractor under this Agreement, including numbered Deliverable(s) in Exhibit A (Statement of Work).

Department; DHS
As used herein, the terms "Department" and "DHS" shall mean County's Department of Health Services.

Director
As used herein, the term "Director" shall mean the Director of DHS, including any Acting Director or other designee.

Dispute Resolution Procedure
As used herein, the term "Dispute Resolution Procedure" shall mean the provisions of Paragraph 54 (Dispute Resolution Procedure) describing the procedure for resolving the disputes arising under or with respect to this Agreement.

Documentation
As used herein, the term "Documentation" shall mean any and all written and electronic materials provided or made available by Contractor, including, but not limited to, documentation relating to software specifications and functions, training course materials, customer technical manuals, customer handbooks, customer flow charts, customer technical information, customer reference materials, customer user manuals, customer operating manuals, quick-reference guides, FAQs, and all other instructions and reference materials relating to the capabilities, operation, installation and use of the System and/or applicable Components.

Downtime Discount
As used herein, the term "Downtime Discount" shall have the meaning set forth in Section I.B (Definitions) of Exhibit D (Service Level Requirements).

Due Date
As used herein, the term "Due Date" shall have the due date for the completion of any Deliverable specified in Exhibit C (Implementation Plan).

Effective Date
As used herein, the term "Effective Date" shall mean the date of execution of this Agreement by County and the authorized representative(s) of Contractor.

Existing Interfaces
As used herein, the term "Existing Interfaces" shall mean Interfaces, and related Documentation, provided by Contractor pursuant to this Agreement in accordance with Task 3 (Existing Interfaces) of Exhibit A (Statement of Work) and identified in Section I.A.2 (Existing Interfaces) of Attachment A.2 (System Configuration) in order to meet the Functional Requirements.

Extended Term
As used herein, the term "Extended Term" shall have the meaning set forth in Paragraph 7.2 (Extended Term).

External Downtime
As used herein, the term "External Downtime" shall have the meaning set forth in Section I.B (Definitions) of Exhibit D (Service Level Requirements).

Final Acceptance
As used herein, the term "Final Acceptance" shall mean County's written approval in accordance with the terms of this Agreement of Deliverable 7.2 (Final Acceptance) of Exhibit A (Statement of Work) for each County Facility.

Functional Requirements
As used herein, the term "Functional Requirements" shall mean the business, technical and/or other requirements relating to the operation of the System identified in Attachment A.1 (Functional Requirements).

Future Interfaces
As used herein, the term "Future Interfaces" shall mean New Interfaces and/or Modified Interfaces, which may be provided by Contractor to County upon mutual agreement following Clinical Live.

Heartbeat
As used herein, the term "Heartbeat" shall have the meaning set forth in Section I.B (Definitions) of Exhibit D (Service Level Requirements).

Heartbeat Support System
As used herein, the term "Heartbeat Support System" shall have the meaning set forth in Section I.B (Definitions) of Exhibit D (Service Level Requirements).

Help Desk
As used herein, the term "Help Desk" shall mean Contractor's help desk for providing Support Services hereunder, as set forth in Exhibit D (Service Level Requirements) with all Schedules thereto.

High Priority Deficiency(ies)
As used herein, the term "High Priority Deficiency(ies)" shall have the meaning set forth in Section I.B (Definitions) of Exhibit D (Service Level Requirements).

HIPAA
As used herein, the term "HIPAA" shall mean Health Insurance Portability and Accountability Act and the rules and regulations from time to time promulgated thereunder, as further defined in the Business Associate Agreement, which mandates the safeguarding of personal and confidential medical information.

Image Data
As used herein, the term "Image Data" shall mean digital images and related data stored in electronic format in the System.

Implementation Cost
As used herein, the term "Implementation Cost" shall mean the fees for the License and Implementation Services related to the implementation of the System, as specified in Section II (Implementation Cost) of Exhibit B (Schedule of Payments).

Implementation Plan
As used herein, the term "Implementation Plan" shall mean the project timeline for the implementation of the System agreed to by the parties pursuant to Subtask 1.1 (Develop Implementation Plan) of Exhibit A (Statement of Work), which shall update Exhibit C (Implementation Plan).

Implementation Services
As used herein, the term "Implementation Services" shall mean the services provided by Contractor for System implementation pursuant to Tasks 1 through 7 of Exhibit A (Statement of Work) prior to and including Final Acceptance.

Integrated Functional Test
As used herein, the term "Integrated Functional Test" shall mean the Acceptance Test conducted in accordance with Subtask 5.1.1 (Conduct Integrated Functional Test) of Exhibit A (Statement of Work).

Interfaces
As used herein, the term "Interfaces" shall mean the set of software mechanisms, consisting of Existing Interfaces and Future Interfaces, which may be provided by Contractor under this Agreement, which allow the transfer of electronic data and/or software commands between computer systems, networks, applications or modules, including, and related Documentation.

License
As used herein, the term "License" shall have the meaning set forth in Paragraph 11.2 (License).

Maintenance and Support
As used herein, the term "Maintenance and Support" shall have the meaning set forth in Paragraph 5.4 (Maintenance and Support).

Maintenance Services
As used herein, the term “Maintenance Services” shall have the meaning set forth in Section II (Maintenance and Support) of Exhibit D (Service Level Requirements) and shall comprise Maintenance and Support provided by Contractor under this Agreement.

Maximum Fixed Price
As used herein, the term "Maximum Fixed Price" shall mean the maximum amount to be paid by County to Contractor for any Optional Work approved by County for delivery by Contractor in accordance with Task 9 (Provide Optional Work) of Exhibit A (Statement of Work).

Maximum Response Time
As used herein, the term "Maximum Response Time" shall have the meaning set forth in Section I.B (Definitions) of Exhibit D (Service Level Requirements).

Milestone
As used herein, the term "Milestone" shall have the meaning set forth in Paragraph 6.2 (Milestones).

Modality
As used herein, the term “Modality” shall have the meaning set forth in Section I.B (Definitions) of Exhibit D (Service Level Requirements).

Modified Interfaces
As used herein, the term "Modified Interfaces" shall mean modifications to Interfaces, and related Documentation, which Contractor may provide following Clinical Live upon mutual agreement in accordance with Paragraphs 5.5 (Optional Work) and 8.5 (Optional Work) and Task 9 (Provide Optional Work) of Exhibit A (Statement of Work), which will update Attachment A.6 (Optional Work). Once accepted and approved by County, Modified Interfaces shall become part of, and be deemed, Application Software for the purpose of this Agreement.

Monthly Fee
As used herein, the term “Monthly Fee” shall mean one twelfth of the applicable Annual Fee, as further defined in Section III (Annual Fees) of Exhibit B (Schedule of Payments).

New Interfaces
As used herein, the term "Future Interfaces" shall mean Interfaces and related Documentation, which Contractor may provide following Clinical Live upon mutual agreement in accordance with Paragraphs 5.5 (Optional Work) and 8.5 (Optional Work) pursuant to Task 9 (Provide Optional Work) of Exhibit A (Statement of Work). Once accepted and approved by County, New Interfaces shall become part of, and be deemed, System Software for the purpose of this Agreement.

Optional Work
As used herein, the term "Optional Work" shall mean Future Interfaces and/or Professional Services, which may be provided by Contractor to County following Clinical Live upon mutual agreement in accordance with Task 9 (Optional Work) of

Exhibit A (Statement of Work) and identified appropriately in Attachment A.6 (Optional Work).

Per-Session Rate
As used herein, the term "Per-Session Rate" shall mean the rate for each session of Additional Training specified in Section IV.A.3 (Additional Training) of Exhibit B (Schedule of Payments), which may be provided by Contractor upon mutual agreement pursuant to Paragraph 8.5 (Optional Work) and Task 9 (Provide Optional Work) of Exhibit A (Statement of Work).

Pool Dollars
As used herein, the term "Pool Dollars" shall mean the maximum amount allocated under this Agreement for the provision by Contractor of Optional Work, including Future Interfaces and Professional Services, all approved by County in accordance with the terms of this Agreement.

Priority Level(s); PL(s)
As used herein, the terms "Priority Level(s)" and "PL(s)", whether singular or plural, shall the priority levels assigned by Contractor for correction of Deficiencies, as specified in Section III (Problem Resolution) of Exhibit D (Service Level Requirements).

Problem Management System; PMS
As used herein, the terms “Problem Management System” and "PMS" shall have the meaning set forth in Section I.B (Definitions) of Exhibit D (Service Level Requirements).

Problem Management Ticket; PM Ticket
As used herein, the terms "Problem Management Ticket" and "PM Ticket" shall mean have the meaning set forth in Section I.B (Definitions) of Exhibit D (Service Level Requirements).

Production Environment
As used herein, the term shall mean the System Environment set up by Contractor following County's written approval of Deliverable 5.1 (Production Environment) of Exhibit A (Statement of Work) for System use.

Production Use
As used herein, the term "Production Use" shall mean the actual use of the System in the Production Environment for the performance of County’s operations commencing from Clinical Live.

Professional Services
As used herein, the term "Professional Services" shall mean Consulting Services and/or Additional Training, which may be provided by Contractor to County upon mutual agreement following Clinical Live.

Replacement Product
As used herein, the term "Replacement Product" shall have the meaning set forth in Paragraph 10.5 (Continuous Product Support").

Resolution Time
As used herein, the term "Resolution Time" shall mean the period of time from County's notification within which Contractor shall resolve High Priority Deficiencies as set forth in Section III.B (High Priority Deficiencies) of Exhibit D (Service Level Requirements).

Schedule of Payment
As used herein, the term "Schedule of Payments" shall mean prices for Deliverables, rates and fees for each County Facility identified in Exhibit B (Schedule of Payments) and the Schedules thereto.

Scheduled Downtime
As used herein, the term "Scheduled Downtime" shall have the meaning set forth in Section I.B (Definitions) of Exhibit D (Service Level Requirements).

Scope of Work
As used herein, the term "Scope of Work" shall mean the scope of Optional Work agreed to by County and Contractor to be provided by Contractor pursuant to Task 9 (Provide Optional Work) of Exhibit A (Statement of Work).

Sensitive Information
As used herein, the term "Sensitive Information" shall have the meaning set forth in Paragraph 20.1 below.

Specifications
As used herein, the term "Specifications" shall mean any or all of the following, as applicable:

(1) All specifications, requirements and standards set forth in Attachment A.1 (Functional Requirements) and all reports specifications included as Deliverables in Exhibit A (Statement of Work).

(2) All System Performance Requirements and standards set forth in this Agreement, including, but not limited to, System Availability Requirements and Response Time Requirements identified in Exhibit D (Service Level Requirements).

(3) The Documentation, to the extent not inconsistent with any of the foregoing in this definition.

(4) All specifications, requirements and representations identified in Exhibit A (Statement of Work), including, but not limited to, the Implementation Plan.

(5) All System Environment requirements and certifications provided by Contractor in accordance with this Agreement with respect to the System and the Client Environment, including those identified in Attachment A.2 (System Configuration) and Attachment A.3 (Client Environment).

(6) All written and/or electronic materials furnished by or through Contractor regarding Contractor’s pre-developed and generally available software products

relating to any element of the System, including functionality, features, capacity, availability, response times, accuracy or any other performance or other System criteria or any element of the System or any System Component.

Standard Point of Demarcation
As used herein, the term “Standard Point of Demarcation” shall have the meaning set forth in Section I.B (Definitions) of Exhibit D (Service Level Requirements).

State
As used herein, the term "State" shall mean the State of California.

Statement of Work
As used herein, the term "Statement of Work" shall mean the work provided by Contractor pursuant to this Agreement identified in terms of Tasks, Subtasks and Deliverables in Exhibit A (Statement of Work).

Stress Test
As used herein, the term "Stress Test" shall mean the Acceptance Test conducted in accordance with Subtask 5.2.1 (Conduct Stress Test) of Exhibit A (Statement of Work).

Study
As used herein, the term “Study” shall have the meaning set forth in Section I.B (Definitions) of Exhibit D (Service Level Requirements).

Supplemental Software
As used herein, the term "Supplemental Software" shall mean any enabling tools, and related Documentation, provided by Contractor pursuant to this Agreement as part of the Application Software and identified in Section I.A.3 (Supplemental Software) of Attachment A.2 (System Configuration), in order to meet the Functional Requirements.

Support Hours
As used herein, the term "Support Hours" shall have the meaning set forth in Section I.B (Definitions) of Exhibit D (Service Level Requirements).

Support Services
As used herein, the term “Support Services” shall have the meaning set forth in Section II.C (System Support) of Exhibit D (Service Level Requirements) and shall comprise Maintenance and Support provided by Contractor under this Agreement.

Supported Release
As used herein, the term “Support Release” shall have the meaning set forth in Section I.B (Definitions) of Exhibit D (Service Level Requirements).

System; IMS
As used herein, the terms "System" and "IMS" shall mean System Software and System Hardware provided by Contractor to County under this Agreement, collectively comprising the Image Management System or IMS. Reference to the System, or any of

its Components, may include one or more components or modules thereof, the entire System or any such Component.

System Availability
As used herein, the term "System Availability" shall mean that the System is accessible otherwise available for use in accordance with the terms of this Agreement by any user at the Standard Point of Demarcation.

System Availability Deficiency
As used herein, the term “System Availability Deficiency” shall mean failure by the System to meet the System Availability Requirements.

System Availability Requirements
As used herein, the term "System Availability Requirements" shall mean the performance requirements for the System with respect to System Availability as set forth in Section IV.C.1 (System Availability Warranty) of Exhibit D (Service Level Requirements).

System Availability Warranty
As used herein, the term "System Availability Warranty" shall mean Contractor's warranty with respect to System Availability as set forth in Section IV.C.1 (System Availability Warranty) of Exhibit D (Service Level Requirements).

System Environment
As used herein, the term "System Environment" shall mean System and Client Environment and shall include the products of all Implementation Services and any Optional Work.

System Hardware
As used herein, the term "System Hardware" shall mean server hardware and other equipment provided by Contractor in accordance with Subtask 2.2 (Deliver and Install Server Hardware and Operating Software) of Exhibit A (Statement of Work) and identified in Section II (System Hardware) of Attachment A.2 (System Configuration) and Additional Hardware which may be provided by Contractor to County under this Agreement. Reference to the Server Hardware may include one or more components thereof or all Server Hardware in the System.

System Performance
As used herein, the term "System Performance" shall mean the performance of the System with respect to System Availability and/or System Response Time.

System Performance Deficiency
As used herein, the term “System Performance Deficiency” shall mean failure by the System to meet any of the System Performance Requirements.

System Performance Requirements
As used herein, the term "Performance Requirements" shall mean the performance requirements for the System, including System Availability and System Response Time

as set forth in Section IV.C (System Performance Warranty) of Exhibit D (Service Level Requirements).

System Performance Warranty
As used herein, the term "System Performance Warranty" shall mean Contractor's warranty with respect to System Performance as set forth in Section IV.C (System Performance Warranty) of Exhibit D (Service Level Requirements).

System Response Time
As used herein, the term "System Response Time" shall mean the time elapsed from the entry of a query at a workstation to the time the workstation fully displays the complete results.

System Response Time Deficiency
As used herein, the term “System Response Time Deficiency” shall mean failure by the System to meet the System Response Time Requirements.

System Response Time Requirements
As used herein, the term "System Response Time Requirements" shall mean the performance requirements for the System with respect to System Response Time as set forth in Section IV.C.2 (System Response Time Warranty) of Exhibit D (Service Level Requirements).

System Response Time Warranty
As used herein, the term "System Response Time Warranty" shall mean Contractor's warranty with respect to System Response Time as set forth in Section IV.C.2 (System Response Time Warranty) of Exhibit D (Service Level Requirements).

System Software
As used herein, the term "System Software" shall mean Application Software, Third Party Software, Client Application, and related Documentation, provided by Contractor under this Agreement.

System Training
As used herein, the term “System Training” shall mean the Training, including on-line training and on-site train-the-trainer sessions, to be provided by Contractor during System implementation pursuant to Subtask 6.1 (Provide System Training) of Exhibit A (Statement of Work) and Paragraph 5.4 (Implementation Services).

Task; task; Subtask; subtask
As used herein, the terms "Task", "task", "Subtask" and "subtask" shall mean one of the areas of work to be performed under this Agreement, including those identified as numbered Tasks and Subtasks in Exhibit A (Statement of Work).

Test Environment
As used herein, the term "Test Environment" shall mean the System Environment set up by Contractor as part of performing Subtask 2.2 (Install System Hardware and System

Software) of Exhibit A (Statement of Work) for developing and installing Existing Interfaces.

Third Party Software
As used herein, the term "Third Party Software" shall mean the operating software and any other third party software and tools, and related Documentation, provided and installed by Contractor under the Agreement and listed in Section I.B (Third Party Software) of Attachment A.2 (System Configuration) in order to meet the Functional Requirements.

Training
As used herein, the term “Training” shall mean System Software training provided by Contractor pursuant to this Agreement, including initial System Training and Additional Training which County may acquire in the future as part of Professional Services.

Training Session
As used herein, the term “Training Session” shall mean any session of System Training or Additional Training which will or may be provided by Contractor in accordance with Subtask 6.1 (Provide System Training) of Exhibit A (Statement of Work) and Task 9 (Optional Work) of Exhibit A (Statement of Work), as applicable.

Unscheduled Downtime
As used herein, the term "Unscheduled Downtime" shall have the meaning set forth in Section I.B (Definitions) of Exhibit D (Service Level Requirements).

Update(s)
As used herein, the term "Update(s)", whether singular or plural, shall mean and include any additions to and/or replacements to System Software, available or made available subsequent to the Final Acceptance, and all Application Software performance and functionality enhancement releases, new Version Releases, System Software upgrades, improvements, interim updates, including fixes and patches, Deficiency corrections and/or modifications to the Application Software, including those required for the System Software to remain in compliance with applicable Federal laws and regulations and the terms of this Agreement, provided by Contractor in accordance with Exhibit D (Service Level Requirements), with all Schedules thereto. Updates do not include new products or modules for which Contractor charges its customers separately.

User(s); user(s)
As used herein, the terms "User(s)" and "user(s)", whether singular or plural, shall mean any person or entity authorized by County or the DHS, including the County Facilities, to access or use the System pursuant to this Agreement.

Version Release
As used herein, the term "Version Release" shall mean Contractor's Application Software major version upgrade which contains new software functionalities and features and/or system compatibilities, including any Replacement Product.

Warranty Period
As used herein, the term "Warranty Period" shall have the meaning set forth in Paragraph 10.1 (Warranty Period).

2. ADMINISTRATION OF AGREEMENT – COUNTY

2.1 ADMINISTRATION OF AGREEMENT

All persons administering this Agreement on behalf of County and listed in this Paragraph 2 below (hereinafter "County's Key Personnel") are listed in Section I (County's Key Personnel) of Exhibit G (Administration of Agreement). Unless otherwise specified, reference to each of the persons listed in such Section I (County's Key Personnel) of Exhibit G (Administration of Agreement) shall also include his/her designee. County will notify Contractor in writing of any change in the names and/or addresses of County's Key Personnel.

No member of County's Key Personnel is authorized to make any changes in any of the terms and conditions of this Agreement other than those specifically authorized under Paragraph 4 (Change Notices and Amendments).

2.2 COUNTY'S KEY PERSONNEL

2.2.1 County’s Project Director

County’s Project Director will be responsible for ensuring that the objectives of this Agreement are met. County’s Project Director will have the right at all times to inspect any and all tasks, subtasks, deliverables, goods including System Components, services or any other work provided by or on behalf of Contractor.

2.2.2 County’s Project Manager

County’s Project Manager will be responsible for ensuring that the technical and functional standards and requirements of this Agreement are met. County’s Project Manager will on a regular basis interface with Contractor's Project Manager up to Clinical Live and with Contractor's Customer Advocate commencing upon Clinical Live. County's Project Manager will report to County's Project Director regarding Contractor's performance with respect to technical standards and functional performance.

2.3 COUNTY PERSONNEL

All County personnel assigned to this Agreement shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County. Contractor hereby represents that its price, Implementation Plan and performance hereunder are based solely on the work of Contractor’s personnel, except as otherwise expressly provided in this Agreement.

2.4 APPROVAL OF WORK

All Tasks, Subtasks, Deliverables, goods, services and other work provided by Contractor under this Agreement must have the written approval of County's Project Director. In no event shall County be liable or responsible for any payment prior to such written approval.

Furthermore, County reserves the right to reject any tasks, subtasks, deliverables, goods, services and/or other work not so approved by County.

3. ADMINISTRATION OF AGREEMENT – CONTRACTOR

3.1 ADMINISTRATION OF AGREEMENT

All persons administering this Agreement on behalf of Contractor and listed in this Paragraph 3 below (hereinafter "Contractor's Key Personnel") are listed in Section II (Contractor's Key Personnel) of Exhibit G (Administration of Agreement). All staff employed by and/or behalf of Contractor, including the persons listed in such Section II (Contractor's Key Personnel) of Exhibit G (Administration of Agreement), shall be adults who are fully fluent in both spoken and written English. Contractor shall notify County in writing of any change in the names and/or addresses of Contractor's Key Personnel.

3.2 CONTRACTOR'S KEY PERSONNEL

3.2.1 Contractor's Contract Manager

Contractor's Contract Manager shall be responsible for Contractor's administration and enforcement of this Agreement. If requested by County, Contractor's Contract Manager shall meet and confer County's Project Director via teleconference or at a time and place agreed to by County's Project Director and Contractor's Contract Manager to review project progress, discuss project coordination, resolve disputes or discuss any other issues relating to Contractor's compliance with this Agreement.

3.2.2 Contractor's Project Manager

Contractor's Project Manager shall be responsible for Contractor's performance of all tasks and subtasks relating to System implementation, at a minimum, up to Clinical Live and for reporting to County during System implementation in the manner set forth in Paragraph 3.4 (Reports by Contractor). Contractor's Project Manager shall meet and confer with County's Project Manager on a regular basis, at least monthly, to review project progress and discuss project coordination. Such meetings shall be conducted via teleconference or at a time and place agreed to by County's Project Manager and Contractor's Project Manager.

3.2.3 Contractor's Customer Advocate

Contractor's Customer Advocate shall monitor and coordinate Contractor's responsibilities under this Agreement commencing upon Clinical Live, including

Maintenance and Support and provision of Optional Work, and for reporting to County in the manner set forth in Paragraph 3.4 (Reports by Contractor). Contractor's Customer Advocate shall interface with County's Project Manager upon County's request and shall be available during Business Days between the hours of 8:00 a.m. and 5:00 p.m., Pacific Time, for telephone contact and/or to meet with County personnel regarding the operation of this Agreement.

3.3 APPROVAL OF CONTRACTOR'S STAFF

3.3.1 County's Project Director may request replacement of any member of Contractor's staff performing, or offering to perform, work hereunder, including, but not limited to, Contractor's Key Personnel, by providing in writing a reasonable request for such removal. Contractor may, at its sole discretion, replace such Key Personnel. Contractor shall provide County with a resume of each such proposed initial staff member, including, but not limited to, Contractor's Key Personnel, and proposed replacement and an opportunity to interview such person prior to his/her performance of any work hereunder. Contractor shall have thirty (30) days from the date of County's written request to replace such staff.

3.3.2 In addition, Contractor shall use reasonable commercial efforts to ensure continuity over time of the membership of the group constituting Contractor's staff, including, but not limited to, Contractor's Key Personnel. Contractor shall promptly fill any staff vacancy with personnel having qualifications at least equivalent to those of the staff member(s) being replaced.

3.3.3 In fulfillment of its responsibilities under this Agreement, Contractor shall utilize, and permit utilization of, only staff fully trained and experienced, and as appropriate, licensed or certified in the technology, trades, tasks and subtasks required by this Agreement. Contractor shall supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner.

3.3.4 In the event Contractor should ever need to remove any staff from performing work under this Agreement, Contractor shall provide County with notice at least fifteen (15) days in advance, except in circumstances in which such notice is not possible, and shall work with County on a mutually agreeable transition plan so as to provide an acceptable replacement and ensure project continuity.

3.4 REPORTS BY CONTRACTOR

In addition to any reports required elsewhere pursuant to this Agreement, in order to control expenditures and to ensure the reporting of all goods, services, and other work provided by Contractor, Contractor shall provide to County's Project Manager as frequently as requested by County's Project Manager, but in no event more frequently than weekly, written reports which shall include, at a minimum, the following information:

(1) Period covered by the report;

(2) Overview of the reporting period;

(3) Tasks, subtasks, deliverables, goods, services and other work scheduled for the reporting period which were completed;

(4) Tasks, subtasks, deliverables, goods, services and other work scheduled the reporting period which were not completed;

(5) Tasks, subtasks, deliverables, goods, services and other work not scheduled for but completed in the reporting period.

(6) Tasks, subtasks, deliverables, goods, services and other work scheduled to be completed in the next reporting period;

(7) Issues resolved;

(8) Issues to be resolved;

(9) Summary of project status as of reporting date;

(10) Updated milestone chart;

(11) Any other information which County may require from time-to-time.

4. CHANGE NOTICES AND AMENDMENTS

4.1 No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations or conditions of this Agreement, except through the procedures set forth in this Paragraph 4.

4.2 County reserves the right to change any portion of the work required under this Agreement and to any other provisions of this Agreement. All such changes shall be accomplished only as provided in this Paragraph 4.

4.3 For any change requested by County which does not affect the scope of work, term, payments, or any term or condition of this Agreement, including expenditure of Pool Dollars, a written Change Notice shall be prepared and executed by County's Project Director.

4.4 Except as otherwise provided in this Agreement, for any change requested by County which affects the scope of work, term, payments, or any term or condition included in this Agreement, a negotiated written Amendment to this Agreement shall be prepared and executed by each of County's Board of Supervisor's and Contractor's authorized representative.

4.5 Following completion of Subtask 1.1 (Develop Implementation Plan), County and Contractor shall have agreed upon an Implementation Plan for the work described in Tasks 1 through 7 in Exhibit A (Statement of Work), which shall update Exhibit C (Implementation Plan). Changes to the Implementation Plan shall be made only upon mutual agreement, in writing, by County's Project Director, or his/her designee, and Contractor's Contract Manager by Change Notice or otherwise, provided that County's Project Director's and Contractor's Contract Manager's agreement to alter the Implementation Plan shall not prejudice either party's right to claim that such alterations constitute an Amendment to this Agreement that shall be governed by the terms of Paragraph 4.4 above.

4.6 Notwithstanding any other provision of this Paragraph 4 or Paragraph 22 (Termination for Convenience), Director shall take all appropriate action to carry out any orders of County's Board of Supervisors relating to this Agreement and/or directly impacting the System, and, for this purpose, Director is authorized to: (i) issue written notice(s) of partial or total termination of this Agreement pursuant to Paragraph 22 (Termination for Convenience) without further action by County's Board of Supervisors and/or (ii) prepare and execute Amendment(s) to this Agreement, which shall reduce the scope of work and the Contract Sum without further action by County's Board of Supervisors.

4.6.1 Such notices of partial or total termination shall be authorized under the following conditions:

(1) Notices shall be in compliance with all applicable Federal, State, and County laws, rules, regulations, ordinances, guidelines, and directives.

(2) Director shall obtain the approval of County Counsel for any notice.

(3) Director shall file a copy of all notices with the Executive Office of County's Board of Supervisors and County's Chief Executive Office within fifteen (15) days after execution of each notice.

4.6.2 Such Amendments shall be authorized under the following conditions:

(1) Amendments shall be in compliance with all applicable Federal, State, and County laws, rules, regulations, ordinances, guidelines, and directives.

(2) County's Board of Supervisors has appropriated sufficient funds for purposes of such Amendments and this Agreement.

(3) Director shall obtain the approval of County Counsel for any Amendment.

(4) Director shall file a copy of all Amendments with the Executive Office of County's Board of Supervisors and County's Chief Executive Office within fifteen (15) days after execution of each Amendment.

4.7 FACSIMILE

Except for the parties' initial signatures to this Agreement, which must be provided in "original" form and not by facsimile, County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officials of each party, when appearing in appropriate places on the Change Notices prepared pursuant to this Paragraph 4 and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices to this Agreement, such that the parties need not follow up facsimile transmissions of such documents by subsequent (non-facsimile) transmissions of "original" versions of such documents.

5. WORK

5.1 SCOPE OF WORK

Contractor shall on a timely basis provide, complete, deliver and implement all tasks, subtasks, deliverables, goods, services and other work set forth in this Agreement and in Exhibit A (Statement of Work), including, but not limited to, the System, Implementation Services, Maintenance and Support and agreed to Optional Work. Contractor shall perform all such tasks, subtasks, deliverables, goods, services and other work in accordance with Exhibit A (Statement of Work), with all Attachments thereto, at the applicable rates and prices specified in Exhibit B (Schedule of Payments), with all Schedules thereto.

5.2 SYSTEM ENVIRONMENT

Contractor shall provide and install the System, consisting of System Hardware and System Software, including the Components identified in Attachment A.2 (System Configuration), which shall meet the Specifications, including the Functional Requirements and System Performance Requirements.

County, in accordance with Contractor's specifications and with assistance and advice from Contractor, will provide and install the Client Environment and implement Contractor provided Client Application.

5.3 IMPLEMENTATION SERVICES

Contractor shall perform Implementation Services, including but not limited to Implementation Plan development, System implementation, development of Existing Interfaces, performing Acceptance Tests, conducting System Training, achieving Final Acceptance, and providing any other services required for successful implementation of the IMS, by successfully completing in accordance with the terms of this Agreement Tasks 1 through 7 of Exhibit A (Statement of Work) pursuant to the Implementation Plan.

5.4 MAINTENANCE AND SUPPORT

Contractor shall provide to County services relating to the maintenance and support of the System, including Maintenance Services and Support Services, as provided in, and in accordance with, Exhibit D (Service Level Requirements), Task 8 (Provide Maintenance and Support) of Exhibit A (Statement of Work) and this Agreement (hereinafter "Maintenance and Support"). Maintenance and Support shall commence upon the Effective Date, continue throughout the Warranty Period (as defined in Paragraph 10.1 (Warranty Period) below) and, upon County's election and payment of the applicable Annual Fees specified in Section III (Annual Fees) of Exhibit B (Schedule of Payments), throughout the term of this Agreement.

5.5 OPTIONAL WORK

Upon County's request following Clinical Live and mutual agreement, Contractor shall provide Optional Work, including Future Interfaces consisting of New Interfaces and Modified Interfaces and/or Professional Services consisting of Consulting Services and Additional Training, in accordance with Task 9 (Provide Optional Work) of Exhibit A (Statement of Work) and the applicable Scope of Work. Optional Work shall be provided at the pricing terms set forth in Section IV (Optional Work) of Exhibit B (Schedule of Payments). Upon completion by Contractor, and approval by County in accordance with the terms of this Agreement, of such Optional Work, Attachment A.6 (Optional Work) shall be updated to reflect such completed and approved Optional Work via a Change Notice or by an Amendment in accordance with Paragraph 4 (Change Notices and Amendments). Such Optional Work shall not increase in the Maintenance Fees for Maintenance and Support of the System under this Agreement.

5.6 STANDARD OF SERVICES

Contractor's work required by this Agreement shall conform to the professional standards as they exist in Contractor's profession or field of practice. Contractor shall perform all services in a timely, professional and workmanlike manner, as further specified in Section IV (Warranties) of Exhibit D (Service Level Requirements). If Contractor’s services and other work provided under this Agreement fail to conform to such professional standards, upon notice from County specifying the failure of performance, Contractor shall, at Contractor’s sole expense, re-perform such services or other work. Contractor shall, at its own expense, correct any data in which (and to the extent that) errors have been caused by Contractor or malfunctions of the System.

5.7 UNAPPROVED WORK

If Contractor provides any tasks, subtasks, deliverables, goods, services or other work to County other than those specified in this Agreement, including the mutually agreed upon Statement of Work or any applicable Scope of Work, or if Contractor provides such items requiring County’s prior written approval without first having obtained such written approval, the same shall be deemed to be a gratuitous effort on the part of Contractor and Contractor shall have no claim whatsoever against County therefor.

6. IMPLEMENTATION PLAN; MILESTONES

6.1 IMPLEMENTATION PLAN

Contractor shall implement the System and provide other Implementation Services at each County Facility in accordance with the Implementation Plan, a preliminary draft of which is attached as Exhibit C (Implementation Plan). The Implementation Plan shall be finalized following successful completion by Contractor of Subtask 1.1 (Develop Implementation Plan) of Exhibit A (Statement of Work) and shall, at a minimum, include the following items:

(1) Deliverable Number;

(2) Description;

(3) Due Date;

(4) Associated Milestone;

(5) Any other items required by County under this Agreement.

6.2 MILESTONES

6.2.1 The Implementation Services to be provided by Contractor hereunder shall be completed in four (4) Milestones defined as follows:

(1) Milestone 1:Installed System Hardware and System Software, as described in Subtask 2.2 (Deliver and Install System Hardware and System Software) of Exhibit A (Statement of Work).

(2) Milestone 2:Installed Existing Interfaces, as described in Subtask 3.2 (Develop, Install and Certify Existing Interfaces) of Exhibit A (Statement of Work).

(3) Milestone 3:Technical Live, as described in Subtask 5.2 (Achieve Technical Live) of Exhibit A (Statement of Work).

(4) Milestone 4:Clinical Live, as described in Subtask 7.1 (Establish Clinical Live) of Exhibit A (Statement of Work).

6.2.2 Exhibit C (Implementation Plan), following successful completion by Contractor of Subtask 1.1 (Develop Implementation Plan), shall set forth the dates for completion of each Milestone. A Milestone and any Deliverable shall be deemed completed for purposes of this Paragraph 6.2 and the Agreement on the earliest date that all of the tasks, subtasks, deliverables, goods, services and other work required for completion of such Milestone are completed and delivered to County, provided that all of such tasks, subtasks, deliverables, goods, services and other work required for completion of such Milestone are thereafter approved in writing by County pursuant to Paragraph 2.4 (Approval of Work) without prior rejection by County or significant delay in County's

approval thereof, which delay is the result of Contractor's failure to deliver such tasks, subtasks, deliverables, goods, services and other work in accordance with the terms hereof and through no fault, delay or failure by County. The determination of whether each Milestone has been so completed and so approved, and of the date upon which such Milestone was completed, shall be made by County's Project Director as soon as practicable in accordance with Paragraph 2.4 (Approval of Work) after County is informed by Contractor that such Milestone has been completed and is given all the necessary information, data and documentation to verify such completion. A failure by Contractor to complete any Milestone by the date specified in the finalized Implementation Plan (as such date may be modified pursuant to Paragraph 4 (Change Notices and Amendments)), including, without limitation, following delivery of a notice under Paragraph 63 (Notice of Delays)), shall be subject to the provisions of Paragraph 8.3 (Termination) and Paragraph 21.2 (Termination by County).

7. TERM

7.1 INITIAL TERM

The term of this Agreement shall commence upon the Effective Date, continue through the date of Final Acceptance of the last County Facility and expire seven (7) years after such Final Acceptance, unless sooner terminated or extended, in whole or in part, as provided in this Agreement (hereinafter "Initial Term").

7.2 EXTENDED TERM

At the end of the Initial Term, County may, at its sole option, extend this Agreement for up to three (3) additional consecutive one (1) year terms (hereinafter "Extended Term"); provided that if County elects not to exercise its option to extend at the end of the Initial Term, or the Extended Term, the remaining option(s) shall automatically lapse. County shall be deemed to have exercised its extension option(s) automatically, without further act, unless, no later than thirty (30) days prior to the expiration of the Initial Term or the Extended Term, County notifies Contractor in writing that it elects not to extend the Agreement pursuant to this Paragraph 7.

7.3 DEFINITION OF TERM

As used throughout this Agreement, the word "term" shall include the Initial Term and the Extended Term, to the extent County exercises any of its options pursuant to this Paragraph 7.

7.4 NOTICE OF EXPIRATION

Contractor shall notify County when this Agreement is within six (6) months from the expiration of the term as provided herein below. Upon occurrence of this event, Contractor shall send written notification to County's Project Director at the address set forth in Section I (County's Key Personnel) of Exhibit G (Administration of Agreement) , but Contractor's failure to do so shall not constitute a breach of this Agreement.

8. CONTRACT SUM

8.1 MAXIMUM CONTRACT SUM

The Contract Sum under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all the tasks, subtasks, deliverables, goods, services and other work requested and specified under this Agreement. All work completed by Contractor must be approved in writing by County in accordance with Paragraph 2.4 (Approval of Work). If County does not approve work in writing, no payment shall be due Contractor for that work. The Contract Sum, including all applicable taxes, authorized by County hereunder shall not exceed Three Million Nine Hundred Twenty-Eight Thousand Five Hundred Dollars ($3,928,500), as further detailed in Section VI (Contract Sum) of Exhibit B (Schedule of Payments), unless the Contract Sum is modified pursuant to a duly approved Amendment to this Agreement by County's Board of Supervisors and Contractor's authorized representative(s) pursuant to Paragraph 4 (Change Notices and Amendments). The Contract Sum under this Agreement shall cover the authorized payments for all System Components, Implementation Services, Maintenance and Support and Optional Work to be provided by Contractor under the Agreement.

8.2 CONTRACT USAGE

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Contract Sum, including the Pool Dollars expenditures, authorized for this Agreement. Upon occurrence of this event, Contractor shall provide written notification to County's Project Director at the address set forth in Section I (County's Key Personnel) in Exhibit G (Administration of Agreement), but Contractor's failure to do so shall not constitute a breach of this Agreement.

8.3 TERMINATION

If any Milestone is not completed within thirty (30) days after the applicable Due Date specified in the finalized Implementation Plan, as such date may be modified pursuant to Paragraph 4 (Change Notices and Amendments), and thereafter not approved in writing by County pursuant to Paragraph 2.4 (Approval of Work), through no fault of Contractor including without limitation any delays caused by acts or omissions of County as determined by County's Project Director in his/her reasonable judgment, and unless County's Project Director and Contractor's Contract Manager have otherwise agreed, in writing, prior to such date scheduled for completion, then County may, upon notice to Contractor, terminate this Agreement for default in accordance with Paragraph 21.2 (Termination by County) or for convenience in accordance with Paragraph 22 (Termination for Convenience), as determined in the sole discretion of County, subject to any cure provisions set forth in Paragraph 21.2 (Termination by County).

8.4 MAINTENANCE AND SUPPORT

Contractor shall, during the term of this Agreement, provide to County Maintenance and Support services in accordance with Paragraph 5.4 (Maintenance and Support) and Exhibit D (Service Level Requirements), with all Schedules thereto, in exchange for County's payment of the applicable Annual Fees set forth in Section III (Annual Fees) of Exhibit B (Schedule of Payments). The payment for Maintenance and Support services for each County Facility shall commence upon Final Acceptance applicable to that County Facility, following expiration of the Warranty Period, and shall continue through the end of the term of the Agreement. Unless specified otherwise, County will pay the applicable Monthly Fees to Contractor in arrears.

8.5 OPTIONAL WORK

Upon the written request of County's Project Director following Clinical Live made at any time and from time to time during the term of this Agreement and mutual agreement by both parties, Contractor shall provide to County Optional Work, including Future Interfaces consisting of New Interfaces and Modified Interfaces and/or Professional Services consisting of Consulting Services and Additional Training, in accordance with Task 9 (Provide Optional Work) of Exhibit A (Statement of Work) and the pricing terms set forth in Section IV (Optional Work) of Exhibit B (Schedule of Payments). Optional Work shall only include those services and other work relating to requirements not reflected on the Effective Date in the Specifications or Implementation Services, as determined by County's Project Director.

Upon County's request for Optional Work, if such Optional Work is within Contractor's scope of expertise, Contractor shall provide to County, within ten (10) Business Days of County's request therefor, a written quotation of a Maximum Fixed Price for such Optional Work, including, without limitation, the recommended Contractor's staff levels, travel and living expenses, subject to County's limitations set forth in Exhibit J (County's Travel Expense Reimbursement Policy), and any other information and documentation requested by County or specified in Task 9 (Provide Optional Work) of Exhibit A (Statement of Work). Contractor's quotation shall be valid for ninety (90) days from submission.

8.6 NON-APPROPRIATION OF FUNDS

County's obligation may be limited if it is payable only and solely from funds appropriated for the purpose of this Agreement. Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then County shall, at its sole discretion, either (i) terminate this Agreement as of June 30 of the last fiscal year for which funds were appropriated or (ii) reduce the work provided hereunder in accordance with the funds appropriated. County

will notify Contractor in writing of any such non-appropriation of funds at its election at the earliest possible date.

8.7 COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS

In the event that County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for the reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by Contractor under this Agreement shall also be reduced correspondingly. County's notice to the Contractor regarding said reduction in payment obligations shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the services set forth in this Agreement.

9. INVOICES AND PAYMENTS

9.1 INVOICES

Contractor shall invoice County for each County Facility: (1) for Implementation Services, in accordance with Section I (Deliverables) of Exhibit B (Schedule of Payments) applicable to the County Facility upon Contractor's completion and County's written approval of billable Deliverables, subject to any applicable holdbacks or withholds; (2) for Maintenance and Support, in accordance with Section III (Annual Fees) of Exhibit B (Schedule of Payments) monthly in arrears at the end of each month, unless agreed to otherwise by the parties for any County Facility; and (3) for all Optional Work, in accordance with Section IV (Optional Work) of Exhibit B (Schedule of Payments), upon Contractor's completion and County's written approval thereof.

9.1.1 Submission of Invoices

Contractor's invoice shall include the charges owed to Contractor by County under the terms of this Agreement as provided in Exhibit B (Schedule of Payments). All invoices and supporting documents under this Agreement shall be submitted to the person designated in Section I (County's Key Personnel) of Exhibit G (Administration of Agreement) as County's Project Manager at the address specified therein.

9.1.2 Invoice Details

Each invoice submitted by Contractor shall indicate, at a minimum:

(1) Agreement Name and Number;

(2) The tasks, subtasks, deliverables, goods, services or other work for which payment is claimed in accordance with the Statement of Work or any Scope of Work, as applicable;

(3) The price of such tasks, subtasks, deliverables, goods, services or other work calculated based on the pricing terms set forth in the Schedule of Payments or any Scope of Work, as applicable.

(4) Indication of any applicable withhold or holdback amounts for payments claimed or reversals thereof;

(5) The date of written approval of the tasks, subtasks, deliverables, goods, services or other work by County's Project Director, if applicable;

9.1.3 Approval Invoices

All invoices submitted by Contractor to County for payment shall have County's written approval as provided in this Paragraph 9.1, which approval shall not be unreasonably withheld. In no event shall County be liable or responsible for any payment prior to such written approval.

9.1.4 Invoice Discrepancies

County's Project Director will review each invoice for any discrepancies and will, within thirty (30) days of receipt thereof, notify Contractor in writing of any discrepancies found upon such review and submit a list of disputed charges. Contractor shall review the disputed charges and send a written explanation detailing the basis for the charges within thirty (30) days of receipt of County's notice of discrepancies and disputed charges. All invoice disputes shall be subject to the Dispute Resolution Procedure.

All County correspondence relating to invoice discrepancies shall be sent by email, followed by hard copy, directly to County's Project Manager at the address specified in Section I (County's Key Personnel) of Exhibit G (Administration of Agreement)

9.2 DELIVERY OF SYSTEM; TRANSPORTATION CHARGES

The System, including all Documentation, and any items or materials provided by Contractor under this Agreement as part of Maintenance and Support services and Optional Work shall be delivered F.O.B. Destination. The Contract Sum shown in Paragraph 8.1 (Maximum Contract Sum) includes all amounts necessary for County to reimburse Contractor for all transportation and related insurance charges, if any, on the System Components and Documentation procured by County from Contractor pursuant to this Agreement. All transportation and related insurance charges, if any, shall be paid directly by Contractor to the applicable carrier. Contractor shall be solely liable and responsible for any and all such transportation and related insurance charges.

9.3 SALES/USE TAX

The Contract Sum shown in Paragraph 8.1 (Maximum Contract Sum) shall be deemed to include all amounts, if any, necessary for County to reimburse Contractor for all applicable California and other state and local sales/use taxes on all System Components provided by Contractor to County pursuant to or otherwise due as a result of this

Agreement, including, but not limited to, the product of Maintenance and Support and Optional Work, to the extent applicable. All California sales/use taxes shall be paid directly by Contractor to the State or other taxing authority.

Contractor shall be solely liable and responsible for any and all such California and other state and local sales/use taxes. Further, Contractor shall be solely liable and responsible for all applicable California and other state and local sales/use tax on all other items provided by Contractor pursuant to this Agreement and shall pay such tax directly to the State or other taxing authority. In addition, Contractor shall be solely responsible for all taxes based on Contractor's income or gross revenue, or personal property taxes levied or assessed on Contractor's personal property to which County does not hold title.

9.4 PAYMENTS

Provided that Contractor is not in default under any provision of this Agreement, County will pay all invoice amounts to Contractor within thirty (30) days of receipt of invoices that have not been disputed in accordance with Paragraph 9.1.4 (Invoice Discrepancies) above. County's failure to pay within the thirty (30) day period, however, shall not be deemed as automatic invoice approval or Acceptance by County of any Deliverable for which payment is sought, nor shall it entitle Contractor to impose an interest on any late payment.

9.5 COUNTY'S RIGHT TO WITHHOLD PAYMENT

Notwithstanding any other provision of this Agreement, and in addition to any rights of County given by law or provided in this Agreement, County may upon written notice to Contractor withhold payment for any Deliverable while Contractor, with no fault of County, is in default hereunder, or at any time that Contractor has not provided a County-approved Deliverable which under the approved Implementation Plan is identified as dependent on and is scheduled to be delivered prior to or concurrently with the Deliverable for which payment would otherwise be due and is withheld.

9.6 HOLDBACKS

County will hold back ten percent (10%) of the amount of the applicable invoices for Implementation Services, as set forth in Section I (Deliverables) of Exhibit B (Schedule of Payments), submitted by Contractor under this Agreement and approved by County pursuant to Paragraph 9.1 (Invoices). The cumulative amount of such holdbacks shall be due and payable to Contractor upon Final Acceptance, subject to adjustment for any amounts arising under this Agreement owed to County by Contractor, including, but not limited to, any amounts arising from Paragraphs 9.1.4 (Invoice Discrepancies), 9.5 (County's Right to Withhold Payment) and any partial termination of any Task, Subtask or Deliverable set forth in the Statement of Work as provided herein.

10. WARRANTIES AND PROBLEM RESOLUTION

10.1 WARRANTY PERIOD

Contractor hereby warrants to County that the System shall be free from any and all Deficiencies commencing from Clinical Live until the System has reached Final Acceptance pursuant to Subtask 7.2 (Maintain Non-Deficient System Production Use) of Exhibit A (Statement of Work) (hereinafter "Warranty Period"). All Deficiencies reported or discovered during the Warranty Period shall be corrected in accordance with Exhibit D (Service Level Requirements) at no cost to County.

10.2 WARRANTIES

Contractor shall meet all of the warranties set forth in Section IV (Warranties) of Exhibit D (Service Level Requirements), including general warranties and System Performance Warranty, subject to the remedies specified in such Exhibit D (Service Level Requirements). Contractor shall not be deemed to have breached the warranties specified in this Agreement if such breach is a direct result of (i) County altering or damaging the System; (ii) County loading on System Hardware any software other than System Software; or (iii) County using a Version Release of Application Software that is not supported by Contractor pursuant to Section II.A.2 (Software Support) of Exhibit D (Service Level Requirements).

10.3 PROBLEM RESOLUTION

Provided that County is covered by Maintenance and Support by payment of any applicable Annual Fees as provided in this Agreement, any non-conformances, breaches of warranties specified herein and other Deficiencies reported and discovered during the term of the Agreement shall be corrected in accordance with Section III (Problem Resolution) of Exhibit D (Service Level Requirements).

10.4 REMEDIES

County's remedies under the Agreement for the breach of the warranties set forth in Section IV (Warranties) of Exhibit D (Service Level Requirements) following expiration of the Warranty Period (as defined in Paragraph 10.1 (Warranty Period) above) will be limited to the repair or replacement by Contractor, at its own expense, of the non-conforming System Components, the specific remedies set forth in Section V (Remedies) of Exhibit D (Service Level Requirements) and other corrective measures afforded to County by Contractor under Exhibit D (Service Level Requirements) and this Agreement.

10.5 CONTINUOUS PRODUCT SUPPORT

If requested by County, Contractor shall transfer the License and migrate the Application Software, without cost or penalty, to any successor software product replacing the Application Software (hereinafter "Replacement Product") within Contractor's or its assignee's or successor's product offering, as applicable, and provide the necessary training to County personnel to utilize such Replacement Product, at no cost to County, in

the event that: (1) Contractor (i) assigns this Agreement (which requires the consent of County, which consent shall not be unreasonably withheld), is acquired, becomes otherwise controlled by another individual or entity, sells, assigns or transfers more than fifty percent (50%) of its interest in the Application Software (hereinafter collectively "Successor Event(s)"), and (ii) subsequent to the Successor Event, markets a software product which replaces the Application Software, resulting in the Application Software not being supported during the term of the Agreement to at least the same level that Contractor supported the Application Software prior to the Successor Event; or (2) Contractor markets a software product which replaces the Application Software during the Initial Term of this Agreement, resulting in the Application Software not being supported during the term of the Agreement to at least the same level that Contractor supported the Application Software prior to the Successor Event (hereinafter in addition to the definition above "Successor Event").

In any event, any assignee or successor, by taking benefit (including, without limitation, acceptance of any payment under this Agreement) shall be deemed to have ratified this Agreement. All terms and conditions of this Agreement shall continue in full force and effect for the Replacement Product.

The following terms and conditions shall apply if County elects to transfer the License to a Replacement Product:

(1) Contractor, or its assignee or successor, shall, at no cost to County, implement the Replacement Product in the System Environment, convert and migrate all of County's System data from the Application Software format to the Replacement Product format to ensure Production Use of such Replacement Product;

(2) Any prepaid Annual Fees for Application Software shall transfer in full force and effect for the balance of the Replacement Product's maintenance and support term (or equivalent service) at no additional cost. If the prepaid amount is greater than the Replacement's Product's maintenance and support fees for the same term, the credit balance shall be applied to future Annual or returned to County, at County's option;

(3) Any and all modules offered separately, and needed to match the original Application Software's level of functionality, as determined by County's Project Director, shall be supplied by Contractor, or its assignee or successor, without additional cost or penalty, and shall not affect the calculation of any Annual Fees;

(4) Contractor shall provide to County the necessary System Training, as determined by County's Project Director, for purposes of learning the Replacement Product. Such training shall be provided at no cost to County;

(5) All License terms and conditions, at a minimum, shall remain as granted herein with no additional fees imposed on County; and

(6) The definition of Application Software shall include the Replacement Product.

10.6 WARRANTY PASS-THROUGH

Contractor shall assign to County to the fullest extent permitted by law or by this Agreement, and shall otherwise ensure that the benefits of any applicable warranty or indemnity offered by any supplier of any System Component or any other product or service provided hereunder shall fully extend to and be enjoyed by County. Contractor makes no representation, covenant or warranty with respect to the extent or enforceability of any such supplier's warranty.

10.7 DISCLAIMER OF OTHER WARRANTIES

The warranties set forth in this Paragraph 10 are in lieu of all other warranties, express or implied, including warranties of merchantability and fitness for a particular purpose.

11. SYSTEM OWNERSHIP AND LICENSE

11.1 SYSTEM OWNERSHIP

All System Components provided by Contractor to County pursuant to this Agreement, including System Hardware, System Software and related Documentation, are and shall remain the property of Contractor or any rightful third party owner.

11.2 LICENSE

11.2.1 License Grant

Subject to the terms and conditions of the Agreement, Contractor hereby grants to County a non-exclusive, non-sublicensable, limited license to use the System Software, including related Documentation (hereinafter "License") by all Users in accordance with the scope set forth in Paragraph 11.2.3 (Scope of License) and subject to the restrictions set forth in Paragraph 11.2.4 (License Restrictions).

11.2.2 License Term

The License granted under this Agreement shall commence upon the Effective Date and shall continue through the term of the Agreement and as long as County retains possession of the System subsequent to the termination of the Agreement.

11.2.3 Scope of License

The License granted by Contractor under this Agreement provides County with the following rights, subject to County's confidentiality obligations and the System ownership rights specified in Paragraph 11.1 (System Ownership):

(1) To access, use and operate the System Software on the System Hardware and in the Client Environment on an unlimited number of computers, servers, local area networks and wide area networks by an unlimited number of Users and via an unlimited number of Web connections solely in the conduct of County business;

(2) To use, copy and display the Documentation as intended by Contractor, including, but not limited to, System and User manuals, as necessary or appropriate for County to enjoy and exercise fully the rights granted under this Agreement and the License;

(3) To permit third party access to the System Software and the Documentation, or any part thereof, as necessary or appropriate for County to enjoy and exercise fully the rights granted under this Agreement and the License, including for the provision of Maintenance and Support services, Professional Services or other business use or support of the System Software.

11.2.4 License Restrictions

County shall not:

(1) Decompile, reverse engineer, disassemble or otherwise reduce the System Software to a human perceivable form or permit any other party to do so;

(2) Sublicense, lease, rent, load, time-share, operate as a service bureau or otherwise provide access to the System Software to anyone other than the Users specifically authorized under this Agreement to use the System; or

(3) Remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on, or during the use of, the System Software.

12. SYSTEM ACCEPTANCE

12.1 ACCEPTANCE TESTS

12.1.1 County and/or Contractor, as applicable, shall conduct, all tests (hereinafter "Acceptance Test(s)" in addition to Final Acceptance) specified in this Paragraph 12.1 and Task 5 (System Acceptance) of Exhibit A (Statement of Work). Such Acceptance Tests shall include, without limitation, the following:

(A) Integrated Functional Test: As set forth in Subtask 5.1.1 (Conduct Integrated Functional Test) of Exhibit A (Statement of Work), to confirm that the System Software functions according to the Specifications, including System Reliability Requirements and the Functional Requirements.

(B) Stress Test: As set forth in Subtask 5.2.1 (Conduct Stress Test) of Exhibit A (Statement of Work), to confirm that the System operating in the System Environment successfully processes large transactions by many users.

12.1.2 County shall give Contractor written notice of each Acceptance Test and designated representatives of Contractor may observe the Acceptance Tests and verify the results as Contractor deems necessary or appropriate.

12.2 TECHNICAL LIVE

The System shall achieve Technical Live after Contractor following successful transition to the Production Environment upon completion and County's approval of Deliverable 5.2 (Technical Live) of Exhibit A (Statement of Work).

12.3 CLINICAL LIVE

The System shall achieve Clinical Live and County shall commence Production Use upon successful completion by Contractor and approval by County of Deliverable 7.1 (Clinical Live) of Exhibit A (Statement of Work).

12.4 FINAL ACCEPTANCE

12.4.1 The System shall achieve Final Acceptance and Contractor shall have successfully completed Task 7 (System in Production Use) of Exhibit A (Statement of Work), which includes successful completion by Contractor and County's approval of all tasks, deliverables, goods, services and other work associated with Task 5 (System Acceptance) of Exhibit A (Statement of Work), after County's Project Director has approved, in writing, Deliverable 7.2 (Final Acceptance) of Exhibit A (Statement of Work).

12.4.2 In the event the System fails to successfully achieve Final Acceptance as described in Subtask 7.2 (Maintain Non-Deficient System Production Use) of Exhibit A (Statement of Work), Contractor shall provide County with a diagnosis of the Deficiencies and proposed solution(s). County and Contractor shall agree upon all such proposed solutions prior to their implementation.

12.5 FAILED TESTING

12.5.1 If County's Project Director makes a good faith determination at any time that the System as a whole, or any Component thereof, has not successfully completed an Acceptance Test or has not achieved Final Acceptance (collectively referred to for purposes of this Paragraph 12.5 as "Designated Tests"), County's Project Director shall promptly notify Contractor in writing of such failure, specifying with as much detail as possible the manner in which the System Component or the System failed to pass the applicable Designated Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs and modifications to the System Component or the System as will permit the System Component or the System to be ready for retesting. Contractor shall notify County's Project Director in writing when such corrections, repairs and modifications have been completed, and the applicable Designated Test shall begin again. If, after the applicable Designated Test has been completed for a second time, County's Project Director makes a good faith determination that the System Component or the System again fails to pass the applicable Designated Test, County's Project Director shall promptly notify Contractor in writing, specifying with as much detail as possible the manner in which the System Component or the System failed to pass the applicable Designated Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary

corrections, repairs and modifications to the System Component or the System as will permit the System Component or the System to be ready for retesting.

12.5.2 Such procedure shall continue, subject to County's rights under Paragraphs 6.2 (Milestones) and 8.3 (Termination) in the event Contractor fails to timely complete any Milestone, until such time as County notifies Contractor in writing either: (i) of the successful completion of such Designated Test or (ii) that County has concluded, subject to the Dispute Resolution Procedure, that satisfactory progress toward such successful completion of such Designated Test is not being made, in which latter event, County shall have the right to make a determination, which shall be binding and conclusive on Contractor, that a non-curable default has occurred and to terminate this Agreement in accordance with Paragraph 21 (Termination for Default) on the basis of such non-curable default.

12.5.3 Such a termination by County may be subject to the Dispute Resolution Procedure, either, as determined by County in its sole judgment: (i) a termination with respect to one or more of the Components of the System; or (ii) if County believes the failure to pass the applicable Designated Test materially affects the functionality, performance or desirability to County of the System as a whole, the entire Agreement. In the event of a termination under this Paragraph 12.5, County shall have the right to receive from Contractor, within ten (10) days of written notice of termination, reimbursement of all payments made to Contractor by County under this Agreement for the System Component(s) and related Deliverables as to which the termination applies, or, if the entire Agreement is terminated, all amounts paid by County to Contractor under this Agreement. If the termination applies only to one or more System Component(s), at County's sole option, any reimbursement due to it may be credited against other sums due and payable by County to Contractor. The foregoing is without prejudice to any other rights that may accrue to County or Contractor under the terms of this Agreement or by law.

13. INDEMNIFICATION

13.1 GENERAL

Subject to the provisions of Paragraph 13.2 (Limitation of Liability), Contractor shall indemnify, defend, and hold harmless County, its districts administered by County, and their elected and appointed officers, employees, and agents (collectively referred to for purposes of this Paragraph 13 as "County") from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees, in any way arising from or related to claims and lawsuits for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or related to Contractor, Contractor's agents', employees' or subcontractors' acts or omissions in the performance of services or provision of products hereunder, including, without limitation, use of subcontractors under Paragraph 18 (Subcontracting), breach by either party of the confidentiality obligations under Paragraph 20 (Confidentiality and Security), Contractor's failure to comply with the

provisions of Paragraph 35 (Compliance with Applicable Laws), violation of Paragraph 41 (Employment Eligibility Verification), any workers' compensation suits, liability, or expense, arising from or connected with services performed by any person on behalf of Contractor, Contractor's agents, employees or subcontractors pursuant to this Agreement, to the extent such damages are determined by a court of competent jurisdiction in a proceeding to which Contractor is a party to result from Contractor's acts or omissions or proven product defect.

13.2 LIMITATION OF LIABILITY

Except for County's violation of the License restrictions set forth in Paragraph 11.2.4 (License Restrictions), for fraud, willful or intentional misconduct, or an event causing bodily harm (whether in contract, tort or otherwise), neither party's liability for damages of any nature arising out of, resulting from, or in any way related to this Agreement, shall exceed Two Million Dollars ($2,000,000).

In no event shall either party be liable for any indirect, incidental or consequential damages (including, without limitation, loss of business or lost profits) arising from this Agreement, whether based upon a claim or action in tort, contract, warranty, negligence, strict liability breach of statutory duty or any other legal theory or cause of action, even if a party has been advised of the possibility of such damages.

14. INSURANCE

14.1 GENERAL INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of County, Contractor shall, during the term of this Agreement provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

14.2 INSURANCE COVERAGE REQUIREMENTS

14.2.1 Insurance Programs

14.2.1.1 General Liability Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate	$2 million
Products/Completed Operations Aggregate	$1 million
Personal and Advertising Injury	$1 million
Each Occurrence	$1 million

14.2.1.2 Automobile Liability Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than $1 million for each accident. Such insurance

shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

14.2.1.3 Workers' Compensation and Employers' Liability Insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. In all cases, the above insurance shall also include Employers' Liability coverage with limits of not less than the following:

Each Accident	$1 million
Disease - Policy Limit	$1 million
Disease - Each Employee	$1 million

14.2.1.4 Professional Liability Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than $1 million per occurrence and $1 million aggregate. The coverage also shall provide an extended two (2) year reporting period commencing upon termination or cancellation of this Agreement.

14.2.2 Evidence of Insurance

Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to the person designated in Section I (County's Key Personnel) of Exhibit G (Administration of Agreement) as County's Project Director prior to commencing work under this Agreement. Such certificates or other evidence shall, at a minimum:

(1) Specifically identify this Agreement;

(2) Clearly evidence all coverage required in this Agreement;

(3) Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;

(4) Include copies of the additional insured endorsement to the commercial liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Agreement; and

(5) Identify any deductibles or self-insured retentions.

14.2.3 Insurer Financial Ratings

Insurance is to be provided by an insurance company acceptable to County with an A. M. Best rating of not less than A: VII, unless otherwise approved by County.

14.2.4 Notification of Incidents, Claims or Suits

Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a "County Non-employee Injury Report" to County's Project Manager.

(4) Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

14.2.5 Insurance Coverage Requirements for Subcontractors

All subcontractors performing work under this Agreement shall be subject to the insurance requirements of this Agreement, including this Paragraph 14.2, at no cost to County. Contractor shall ensure that any and all subcontractors performing services under this Agreement meet such insurance requirements, if any, by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

In any event, Contractor shall be fully responsible for any and all liabilities arising out of Contractor's use of subcontractors under this Agreement.

14.3 FAILURE TO PROCURE AND MAINTAIN INSURANCE

Failure by Contractor to procure and maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the Agreement, upon which County may immediately terminate or suspend this Agreement.

15. INTENTIONALLY OMITTED

16. INTELLECTUAL PROPERTY INDEMNIFICATION

16.1 Contractor represents and warrants: (i) that Contractor has the full power and authority to grant the License, ownership and all other rights granted by this Agreement to County; (ii) that no consent of any other person or entity is required by Contractor to grant such rights other than consents that have been obtained and are in effect; (iii) that County is entitled to use the System without interruption, subject only to County's obligation to make the required payments and observe the License terms under this Agreement; (iv) that this Agreement and the System Software licensed or System Hardware acquired herein, are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including Contractor's creditors; and (v) that neither the performance of this Agreement by Contractor, nor the License to or ownership by, and use by, County and its Users of the System Software or System Hardware in accordance with this Agreement will in any way violate any non-disclosure agreement, nor constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, or other rights of any third party.

16.2 Contractor shall indemnify, hold harmless and defend County, its officers, employees and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees and attorney's fees, as such are incurred, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure or misappropriation, arising from or related to the System or the operation and utilization of Contractor's work under this Agreement (collectively referred to for purposes of this Paragraph 16 as "Infringement Claim(s)"), provided that (a) County promptly notifies Contractor of such claim, (b) Contractor has sole control of the defense and all related settlement negotiations of such claim, and (c) County gives Contractor prompt reasonable assistance at Contractor's expense in the defense or settlement of such claim. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 16 shall be conducted by Contractor and performed by counsel selected by Contractor. Notwithstanding the foregoing, County shall have the right to participate in any such defense at its sole cost and expense.

Contractor will have no obligation under this Paragraph 16.2 to the extent such third party claim is made against County based on (i) County's use of the System Software after Contractor notifies County to discontinue use, (ii) work performed by Contractor in accordance with specifications, designs, technology or instructions provided by County, (iii) modifications to the System Software by anyone other than Contractor not provided by Contractor or approved in writing by Contractor's Contract Manager, (iv) the combination of the System Software with any other software or hardware, or (v) use of the System Software other than in accordance with the product specifications or applicable written product instructions.

16.3 County shall notify Contractor, in writing, as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure. Upon such notice by County, Contractor shall, at no cost to County, as remedial measures, either: (i) procure the right,

by license or otherwise, for County to continue to use the System or affected Component(s) thereof, or part(s) thereof, to the same extent of County's use of the System under this Agreement; or (ii) replace or modify the System or Component(s) thereof with another system or component(s) thereof of at least equivalent quality and performance capabilities, in County's determination, until the System and all Components thereof become non-infringing, non-misappropriating and non-disclosing (hereinafter collectively for the purpose of this Paragraph 16 "Remedial Act(s)").

16.4 If Contractor determines that the Remedial Acts described in Paragraph 16.3 above are not commercially feasible, then County may terminate this Agreement for default pursuant to Paragraph 21 (Termination for Default), in which case, in addition to other remedies available to County, Contractor shall reimburse County for all Implementation Cost paid by County to Contractor under the Agreement.

16.5 Contractor shall have no liability for any claim of infringement that is based on: (a) any modification of the System Software by a party other than Contractor or any of its subcontractors, if applicable; (b) the use of the System in combination with any product, software, machine or device which is not provided, recommended or identified by Contractor as compatible with the System, where, absent such combination, the System would not be infringing, (c) the use of the System other than in accordance with the Documentation or other written instructions provided by Contractor to County under the Agreement; or (d) County's use of the System after Contractor notifies County in writing to discontinue use.

17. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION

17.1 Contractor shall not assign its rights and/or delegate its duties under this Agreement, or do both, whether in whole or in part, without the prior written consent of County, which consent shall not be unreasonably withheld, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph 17, County's consent shall require a written Amendment to this Agreement, which is formally approved and executed in accordance with Paragraph 4 (Change Notices and Amendments). Any payments by County to any approved delegatee or assignee on any claim under this Agreement, in consequence of any such consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set off, recoupment, or other reduction for any claims which County may have against Contractor, whether under this Agreement or otherwise.

17.2 Shareholders, partners, members or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, such disposition is an assignment requiring prompt notice to County in accordance with the applicable provisions of this Agreement.

17.3 Any assumptions, assignment, delegation or takeover of any of Contractor's duties, responsibilities, obligations or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout or other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

18. SUBCONTRACTING

18.1 County has relied, in entering into this Agreement, on the reputation of and on obtaining the personal performance of Contractor itself. However, in the event Contractor desires to engage a subcontractor for this Agreement, Contractor shall provide notice to County specifying the identification of the subcontractor, the scope of work by performed by the subcontractor and the period of performance to commencement of any work by the subcontractor, subject to the provisions of this Paragraph 18.

18.2 If County requests that Contractor replace any subcontractor working on this Agreement, Contractor, at its discretion, shall use reasonable commercial efforts to fulfill County's request.

18.3 Contractor shall remain fully responsible for any and all performance required of it under this Agreement, including those which Contractor has determined to subcontract, including, but not limited to, the obligation to properly supervise, coordinate and perform all work required under this Agreement. All subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. Contractor shall also be solely liable and responsible for any and all payments and other compensation to all subcontractors, and their officers, employees, agents, and successors in interest, for any services performed by subcontractors under this Agreement.

19. DISCLOSURE OF INFORMATION

This Agreement, including all of its terms and conditions with the exception of those specifically marked as "PROPRIETARY" or "CONFIDENTIAL" and any Sensitive Information (as defined in Paragraph 20 below), is subject to the California Public Records Act. Should Contractor need to identify its services and related clients, Contractor shall publicize its role under this Agreement under the following conditions:

(1) Contractor shall develop all publicity material in a professional manner.

(2) During the term of this Agreement, Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County’s Project Director, which consent shall not be unreasonably withheld.

(3) Contractor may, without the prior written consent of County, indicate in its proposals and sales that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph 19 shall apply.

20. CONFIDENTIALITY AND SECURITY

20.1 Each party shall maintain the security of and keep confidential all records, materials, documents, data and/or other information received, obtained and/or produced under the provisions of this Agreement, including, but not limited to, billing and sensitive financial information, County data, employee and other records, procedures and processes (hereinafter "County Materials"), Protected Health Information as such term is defined in the Business Associate Agreement, and any other information otherwise deemed confidential by applicable Federal, State or local law (hereinafter collectively "Sensitive Information"). Each party shall use whatever appropriate security measures are necessary to protect such Confidential Information from loss, damage and/or unauthorized dissemination by any cause, including but not limited to fire and theft.

Contractor shall not disclose to any person or entity any information identifying, characterizing or relating to any trait, feature, function, risk, threat, vulnerability, weakness or problem regarding any data or system security in County's computer system(s), nor any safeguard, counter-measure, contingency plan, policy or procedure for any data or system security contemplated or implemented by County without County's prior written consent.

Fur purposes of this Paragraph 20, "Confidential Information" shall include (i) Sensitive Information, (ii) System Software, and (iii) any other information marked as "PROPRIETARY" or "CONFIDENTIAL" at the time of disclosure by the disclosing party.

20.2 Contractor shall ensure that all of its officers, employees, agents and subcontractors performing work hereunder enter into confidentiality agreements no less protective of confidentiality than the terms of this Agreement, including this Paragraph 20 and Exhibit E (Acknowledgement and Confidentiality Agreement).

20.3 With respect to any Sensitive Information obtained by Contractor pursuant to this Agreement, Contractor shall: (i) ensure that only those Contractor personnel and/or subcontractor employees required to perform the work hereunder shall have access to such information; (ii) not use any such information for any purpose whatsoever other than carrying out the express terms of this Agreement; (iii) promptly transmit to County all requests for disclosure of any such information; (iv) not disclose, except as otherwise specifically permitted by this Agreement, any such information to any person or organization other than County without County's prior written authorization that the information is releasable; and (v) upon expiration or termination of this Agreement, return all such information to County or maintain such information according to the procedure set forth herein or written procedures sent to Contractor by County for this purpose.

20.4 The parties acknowledge that a breach by either party of this Paragraph 20 may result in irreparable injury to the injured party that may not be adequately compensated by monetary damages and that, in addition to the injured party's rights under this Paragraph 20 and at law and in equity, the injured party shall have the right to seek injunctive relief to enforce the provisions of this Paragraph 20. The provisions of this Paragraph 20 shall survive the expiration or termination of this Agreement.

21. TERMINATION FOR DEFAULT

21.1 TERMINATION BY CONTRACTOR

Contractor may terminate this Agreement if County materially breaches a material term of this Agreement and fails to cure such breach within ninety (90) days after receiving written notice from Contractor specifying the nature of the breach, provided that a cure for such breach is reasonably commercially possible.

21.2 TERMINATION BY COUNTY

21.2.1 County may, by written notice to Contractor, terminate the whole or any part of this Agreement if:

(1) Contractor fails to timely provide and/or satisfactorily perform any material task, subtask, deliverable, goods, service or other work within the times specified in this Agreement, including the finalized Implementation Plan; or

(2) Contractor fails to demonstrate a high probability of timely fulfillment of the performance requirements under this Agreement; or

(3) Contractor fails to make progress as to endanger material performance of this Agreement in accordance with its terms; or

(4) Contractor fails to perform or comply with any other provisions of this Agreement or materially breaches this Agreement;

and does not cure such failure or fails to take material steps to cure such failure or breach within thirty (30) days (or such longer period as agreed to by County and Contractor) of receipt of written notice from County specifying such failure or breach, except that Contractor shall not be entitled to any cure period, and County may terminate immediately, in the event that Contractor's failure to perform or comply is not reasonably capable of being cured.

21.2.2 If, after County has given notice of termination under the provisions of this Paragraph it is determined by County that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 22 (Termination for Convenience).

21.3 NONEXCLUSIVE RIGHTS

The rights and remedies of the parties provided in this Paragraph 21 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

22. TERMINATION FOR CONVENIENCE

22.1 This Agreement may be terminated, in whole or in part, permanently or from time to time, when such action is deemed by County to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective, which shall be no less than sixty (60) calendar days after the notice is sent. In the event County has purported to terminate this Agreement for default by notice pursuant to Paragraph 21 (Termination for Default) and it has later been determined that Contractor was not in default, no additional notice shall be required upon such determination.

22.2 After receipt of a notice of termination, Contractor shall submit to County, in the form and with any certifications as may be prescribed by County, Contractor's termination claim and invoice. Such claim and invoice shall be submitted promptly, but no later than thirty (30) days from the effective date of termination.

23. TERMINATION FOR INSOLVENCY

23.1 County may terminate this Agreement immediately at any time upon the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay or has admitted in writing its inability to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay its debts which are disputed in good faith and which are not related to this Agreement as determined by County;

(2) The filing of a voluntary or involuntary petition to have Contractor declared bankrupt, where the involuntary petition is not dismissed within sixty (60) days;

(3) The appointment of a receiver or trustee for Contractor; or

(4) The execution by Contractor of an assignment for the benefit of creditors.

23.2 The rights and remedies of County provided in this Paragraph 23 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

23.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects this Agreement, County may elect to retain its rights under this Agreement, as provided under Section 365(n) of the United States Bankruptcy Code (11 United States Code, Section 365(n)). Upon written request of County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow County to exercise all of its rights and benefits under this Agreement including, without limitation, such Section 365(n) (including, without limitation, the right to continued use of all source and object code versions of the System Software and related Documentation), and shall not interfere with the rights and benefits of County as provided therein. The foregoing shall survive the termination or expiration of this Agreement for any reason whatsoever.

24. TERMINATION FOR IMPROPER CONSIDERATION

24.1 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, Amendment or extension of the Agreement or the making of any determinations with respect to Contractor's performance pursuant to this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

24.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County's Auditor-Controller Employee Fraud Hotline at (213) 974 0914 or (800) 544 6861.

24.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

25. EFFECT OF TERMINATION

In the event that either party, upon notice to the other, terminates this Agreement in whole or in part as provided herein, including pursuant to Paragraphs 21 through 24, then:

(1) Contractor and County shall continue the performance of this Agreement to the extent not terminated; and

(2) Contractor shall stop work under this Agreement on the date and to the extent specified in such notice and provide to County all completed work and work in progress, in a media reasonably requested by County; and

(3) Each party shall promptly return to the other any and all Confidential Information (as defined in Paragraph 20 (Confidentiality and Security); and

(4) County shall pay Contractor all monies due in accordance with the terms of the Agreement for the work completed up to the time of termination; and

(5) County shall retain possession and shall continue using the System for up to eighteen (18) months from the date of termination.

(6) If County terminates this Agreement for convenience pursuant to Paragraph 22 (Termination for Convenience) or Contractor terminates for County's default during the Initial Term, County shall pay to Contractor eighty percent (80%) of the Annual Fees allocated for the License granted herein for the remainder of the Initial Term for each terminated County Facility.

(7) Contractor shall return to County all monies paid by County, yet unearned by Contractor, including any prepaid Annual Fees, if applicable.

26. RECORDS AND AUDITS

26.1 Contractor shall maintain accurate and complete financial records of its activities and operation relating to this Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement, provided such access rights do not constitute an unlawful invasion of the privacy rights of any Contractor employee and would not in the reasonable opinion of Contractor subject Contractor to legal liability. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement to the extent legally permissible. All such material, including, but not limited to, all financial records, employment records including time cards to the extent legally permissible, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County electronically or otherwise during the term of this Agreement and for a period of five (5) years thereafter, unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County. If any such material is located outside Los Angeles County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy or transcribe such material at such other location, provided that Contractor's liability for such County incurred costs shall be subject to the transportation, meals and lodging expenditure limits set forth in the then current Chapter 5.40 (Travel and Other Expenses) of the Los Angeles County Code.

26.2 In the event that an audit is conducted of Contractor specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. County will make a reasonable effort to maintain the confidentiality of such audit report(s).

26.3 Failure on the part of Contractor to comply with any of the provisions of Paragraph 26.1 shall constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement.

26.4 Financial Statements

Beginning one (1) year after the Effective Date and every year thereafter, until the expiration or termination of this Agreement, Contractor shall submit to County a complete set of financial statements for the preceding Fiscal Year. Such statements shall be no more than eighteen (18) months old at the time of submission to County and shall, at a minimum, include a Balance Sheet (Statement of Financial Position) and Income Statement (Statement of Operations). If audited statements are available, they shall be submitted to meet this requirement. In addition, Contractor shall submit a statement regarding any pending litigation since the Contractor last reported same to County. County reserves the right to request these financial statements on a more frequent basis and will so notify Contractor in writing.

27. INDEPENDENT CONTRACTOR STATUS

27.1 This Agreement is by and between County and Contractor and is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between County and Contractor. The employees and agents of one party are not and shall not be, or construed to be, the employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent contractor.

27.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement, all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

27.3 Contractor shall be solely liable and responsible for providing all workers' compensation insurance and benefits, liability insurance, employer taxes, compensation, and benefits to, or on behalf of, all persons performing work pursuant to this Agreement.

27.4 Notwithstanding the provisions of this Paragraph 27, the employees and agents of Contractor shall, while on the premises of County, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

28. WARRANTY AGAINST CONTINGENT FEES

28.1 Contractor represents and warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

28.2 For breach of this warranty, County shall have the right to terminate this Agreement for default and, at its sole discretion, deduct from the Agreement price or consideration, or

otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

29. INTENTIONALLY OMITTED

30. CONFLICT OF INTEREST

30.1 No County employee whose position with County enables such employee to influence the award of this Agreement or any competing agreements, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of Contractor, who may financially benefit from the performance of work hereunder, shall in any way participate in County's approval or ongoing evaluation of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.

30.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which do or could create a conflict of interest. If Contractor hereafter becomes aware of any facts, which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

30.3 Contractor, its relatives, employees and the relatives of employees shall not bid at either Public Administrator's personal or real property auctions. Further, Contractor, its relatives, employees and the relatives of employees shall not rent property that is under the auspice of the Public Administrator.

30.4 Failure by Contractor to comply with the provisions of this Paragraph 30 shall constitute a material breach of this Agreement.

31. COUNTY'S QUALITY ASSURANCE PLAN

County, or its agent, will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with the terms, conditions and performance standards of this Agreement. Contractor deficiencies, which County determines are severe or continuing and that may place performance of this Agreement in jeopardy, if not corrected, will be reported to County's Board of Supervisors along with a notice to Contractor. The report will include improvements and/or corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures within thirty (30) days of County's notice of Contractor deficiencies, County may, at its sole option, terminate this Agreement, in whole or in part, pursuant to Paragraph 21 (Termination for Default) or Paragraph 22 (Termination for Convenience), or impose other penalties as specified in this Agreement.

32. FORCE MAJEURE

32.1 Except with respect to defaults of any subcontractor(s), Contractor shall not be liable for reasonable delays in the completion of work under this Agreement, if its failure to perform arises out of, and only, fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes or freight embargoes, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of Contractor.

32.2 If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without any fault or negligence of either of them, Contractor shall not be liable for reasonable delays in the completion of the work, unless the goods and/or services to be furnished by the subcontractor was obtainable from other sources in sufficient time to permit Contractor to meet the required schedule. Contractor agrees to use all reasonable commercial efforts to obtain such goods or services from other sources. As used in this Paragraph 32, the term "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

32.3 Notwithstanding anything herein to the contrary, County shall not be liable for any additional costs incurred by Contractor, or any subcontractor hereto, arising out of or resulting from force majeure event, and Contractor shall not be obligated to incur such additional costs.

33. UNLAWFUL SOLICITATION

Contractor shall inform all of its employees who provide services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral service of all those bar associations within Los Angeles County that have such a service.

34. RESOLICITATION OF BIDS AND PROPOSALS

34.1 Contractor acknowledges that, prior to the expiration or earlier termination of this Agreement, County, in its sole discretion, may exercise its right to invite bids or request proposals for the continued provision of the goods and services delivered or contemplated under this Agreement. County shall make the determination to resolicit bids or request proposals in accordance with applicable County policies.

34.2 Contractor acknowledges that County, in its sole discretion, may enter into an agreement for the future provision of goods and services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

35. COMPLIANCE WITH APPLICABLE LAWS

Contractor's activities hereunder shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, guidelines and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference. Contractor shall have up to fifteen (15) days to correct any noncompliance with County rules, regulations, ordinances, guidelines and directives following written notice from County including written copies of such applicable rules, regulations, ordinances, guidelines and/or directives.

36. FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act.

37. NONDISCRIMINATION AND COMPLIANCE WITH CIVIL RIGHTS LAWS

37.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries and holding companies are and will be treated equally by it without regard to or because of race, color, religion, ancestry, national origin, sex, age, disability, marital status, sexual orientation or political affiliation and in compliance with all applicable Federal and State anti-discrimination laws and regulations.

37.2 Contractor further certifies and agrees that it will deal with its subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, disability, marital status, sexual orientation or political affiliation, except to the extent necessary to comply with applicable Federal and State anti-discrimination laws and regulations.

37.3 To the extent permissible by applicable law governing employee privacy and subject to the provisions of Paragraph 20 (Confidentiality and Security), Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 37 when so requested by County.

37.4 If County finds that any of the provisions of this Paragraph 37 have been violated, such violation shall constitute a material breach of this Agreement upon which County may determine to cancel, terminate or suspend this Agreement.

37.5 The parties agree that in the event Contractor is found to have violated the anti-discrimination provisions of this Agreement, County shall, at its option and in lieu of terminating or suspending this Agreement, be entitled to liquidated damages pursuant to California Civil Code Section 1671, of the greater of ten percent (10%) if the Contract Sum or One Thousand Dollars ($1,000) for each such violation, in lieu of terminating or suspending this Agreement.

38. NONDISCRIMINATION IN SERVICES

38.1 Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in accordance with all applicable requirements of Federal and State law. For the purpose of this Paragraph 38, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility, providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

38.2 Contractor shall ensure that recipients of services under this Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap.

39. COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

39.1 Jury Service Program

This Agreement is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service Program (hereinafter "Jury Service Program" or "Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code (hereinafter "County Code").

39.2 Written Employee Jury Service Policy

39.2.1 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees (as defined in Paragraph 39.2.2 below) shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.

39.2.2 For purposes of this Paragraph 39, "Contractor" means a person, partnership, corporation or other entity which has an agreement with County or a subcontract with Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County agreements or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-

standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph 39. The provisions of this Paragraph 39 shall be inserted into any such subcontract and a copy of the Jury Service Program shall be attached to the agreement.

39.2.3 If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Agreement and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

39.2.4 Contractor's violation of this Paragraph 39 of this Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate this Agreement with Contractor and/or bar Contractor from the award of future County agreements for a period of time consistent with the seriousness of the breach.

40. RESTRICTIONS ON LOBBYING

40.1 FEDERAL FUNDS PROJECTS

If any Federal funds are to be used to pay portion for any of Contractor's work under this Agreement, Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all such certification and disclosure requirements.

40.2 COUNTY PROJECTS

Contractor, and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which County may immediately terminate or suspend this Agreement.

41. EMPLOYMENT ELIGIBILITY VERIFICATION

41.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding employment of aliens and others and that all its employees performing services under this Agreement meet the citizenship or alien status requirements contained in Federal and State statutes and regulations, including but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603).

41.2 Contractor shall obtain from all employees performing under this Agreement, prior to commencing any work hereunder, all verifications and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for the period prescribed by law.

41.3 In the event Contractor fails to comply with the provisions of this Paragraph 41, County may, in its sole discretion, terminate this Agreement for default.

42. HIRING OF EMPLOYEES

42.1 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF / ON RE-EMPLOYMENT LIST

Should Contractor require additional or replacement personnel after the Effective Date to perform the work set forth herein, Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff and qualified former County employees who are on a re-employment list during the term of this Agreement.

42.2 CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT

Should Contractor require additional or replacement personnel after the Effective Date, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, the County employees shall be given first priority.

43. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

43.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County agreements are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

43.2 As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of State and Federal law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653(a)) and California Unemployment Insurance Code Section 1088.5, and shall, implement all lawfully served Wage and Earnings Withholding Orders or County's Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

44. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 43 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by County's Child Support Services Department shall be grounds upon which the Auditor-Controller or County's Board of Supervisors may terminate this Agreement pursuant to Paragraph 21 (Termination for Default) and pursue debarment of Contractor pursuant to Paragraph 47 (Contractor Responsibility and Debarment).

45. CONTRACTOR'S OBLIGATIONS UNDER HIPAA

Contractor shall comply with the provisions mandated by HIPAA as a Business Associate of County. Upon execution of this Agreement, but no later than commencing performance of work hereunder, Contractor shall execute the Business Associate Agreement attached as Exhibit H (Business Associate Agreement). Should County amend the Business Associate Agreement as is necessary to comply with the requirements of the Privacy and/or Security Regulations (as such term is defined in the Business Associate Agreement), County shall execute a Change Notice in accordance with Paragraph 4 (Change Notices and Amendments), and Contractor shall execute the amended Business Associate Agreement immediately thereafter.

46. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

47. CONTRACTOR RESPONSIBILITY AND DEBARMENT

47.1 A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

47.2 Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles Code, if County acquires information concerning the performance of Contractor on this Agreement or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on, County agreements for a specified period of time, which generally will not exceed five (5) years, although may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing agreements Contractor may have with County.

47.3 County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (i) violated any term of a contract with County or a nonprofit corporation created by County; (ii) committed any act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same; (iii) committed an act or offense which indicates a lack of business integrity or business honesty; or (iv) made or submitted a false claim against County or any other public entity.

47.4 If there is evidence that Contractor may be subject to debarment, County's Project Director, or his/her designee, will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before County's Contractor Hearing Board.

47.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor, County's Project Director, or his/her designee, and County's departments shall be provided with an opportunity to object to the tentative proposed decision prior to its presentation to County's Board of Supervisors.

47.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to County's Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

47.7 If Contractor has been debarred for a period longer than five (5) years, then Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that such Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

47.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the requesting contractor has been debarred for a period longer than five (5) years, (2) the debarment has been in effect for at least five (5) years and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

47.9 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to County's Board of Supervisors. County's Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

47.10 The terms and procedures of this Paragraph 47 shall also apply to subcontractors, consultants and partners of Contractor performing work under this Agreement.

48. COUNTY AUDIT SETTLEMENTS

If, at any time during or after the term of this Agreement or within five (5) years after the expiration of termination thereof, representatives of County conduct an audit of Contractor regarding the work performed under this Agreement, and if such audit finds that County's dollar liability for such work is less than payments made by County to Contractor, then the difference, together with County's reasonable costs of audit, shall, at County's sole discretion, either be: (i) repaid by Contractor to County by cash payment upon demand; or (ii) at County's sole option, deducted from any amounts due to Contractor from County, whether under this Agreement or otherwise. If such audit finds that County's dollar liability for such work is more than payments made by County to Contractor, then the difference shall be repaid by County to Contractor, provided that in no event shall County's payments to Contractor exceed the Contract Sum identified in Paragraph 8 (Contract Sum).

49. FEDERAL ACCESS TO RECORDS

If, and to the extent that, Section 1861(v)(1)(i) of the Social Security Act (42 United States Code Section 1395x(v)(1)(i) is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States or to any of their authorized representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars ($10,000) or more over a twelve month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

50. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS AND CERTIFICATES

Contractor shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations and certificates required by all Federal, State, and local laws, ordinances, rules, regulations, guidelines and directives, which are applicable to Contractor's services under this Agreement. Contractor shall further ensure that all of its officers, employees, agents and subcontractors who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations and certificates which are applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation and certificate required by all applicable Federal, State, and local laws, ordinances, rules, regulations, guidelines and directives shall be provided, in duplicate, to County's Project Director at the address set forth in Section I (County's Key Personnel) of Exhibit G (Administration of Agreement).

51. NEW TECHNOLOGY

Contractor and County acknowledge the probability that the technology of the software and hardware which comprise the System will change and improve during the term of this Agreement. County desires the flexibility to incorporate into the System any new technologies as they may become available. Accordingly, Contractor's Customer Advocate shall promptly, upon discovery and on a continuing basis, apprise County's Project Director of all new technologies, methodologies and techniques which Contractor considers to be applicable to the System. Specifically, upon County's request, Contractor shall provide, in writing, a description of such new technologies, methodologies and techniques, indicating the advantages and disadvantages of incorporating same into the System, and provide an estimate of the impact such incorporation will have on the performance, scheduling and price of the System. County, at its sole discretion, may request that this Agreement be amended to incorporate the new technologies,

methodologies and techniques into the System pursuant to the provisions of Paragraph 4 (Change Notices and Amendments).

52. NO THIRD PARTY BENEFICIARIES

Notwithstanding any other provision of this Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement, except that this provision shall not be construed to diminish Contractor's indemnification obligations hereunder.

53. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California applicable to agreements made and to be performed within the State. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California. As with respect to claims that are subject to exclusive Federal subject matter jurisdiction, Contractor agrees and consents to the exclusive jurisdiction of the Federal District Court of the Central District of California.

54. DISPUTE RESOLUTION PROCEDURE

54.1 Contractor and County agree to act immediately to mutually resolve any disputes which may arise with respect to this Agreement. All such disputes shall be subject to the provisions of this Paragraph 54 (such provisions shall be collectively referred to as the "Dispute Resolution Procedure"). Time is of the essence in the resolution of disputes.

54.2 Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which County determines should be delayed as a result of such dispute.

Subject to the provisions of Paragraph 9.4 (Payments), if Contractor fails to continue without delay its performance hereunder which County, in its sole discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. Contractor shall promptly reimburse County for such County costs, as determined by County, or County may deduct all such additional costs from any amounts due to Contractor from County.

If County fails to continue without delay to perform its responsibilities under this Agreement which County determines should not be delayed as a result of such dispute, then any additional costs incurred by Contractor or County as a result of County's failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by County.

54.3 In the event of any dispute between the parties with respect to this Agreement, Contractor and County shall submit the matter to County's Project Manager and Contractor's Project Manager or Contractor's Customer Advocate, as applicable, for the purpose of endeavoring to resolve such dispute.

54.4 In the event that County's Project Manager and Contractor's Project Manager or Contractor's Customer Advocate, as applicable, are unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute, then the matter shall be immediately submitted to County's Project Director and Contractor's Contract Manager for further consideration and discussion to attempt to resolve the dispute.

54.5 In the event that County's Project Director and Contractor's Contract Manager are unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute, then the matter shall be immediately submitted to Contractor's President and the Director. These persons shall have ten (10) days to attempt to resolve the dispute.

54.6 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under this Agreement and/or its rights and remedies as provided by law.

54.7 All disputes utilizing this dispute resolution procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in this Paragraph 54, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face to face meeting or by telephone, or in writing by exchange of correspondence.

54.8 Notwithstanding the foregoing, the Dispute Resolution Procedure shall not preclude either party from immediately seeking injunctive relief for breach of this Agreement.

55. WAIVER

No breach by Contractor of any provision of this Agreement can be waived unless done in writing. No waiver by County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

56. CONTRACTOR PERFORMANCE DURING CIVIL UNREST AND DISASTER

Contractor recognizes that County provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Agreement, subject to provisions of Paragraph 32 (Force Majeure),

full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible without related danger to Contractor's or subcontractors' employees and suppliers and at no significant additional cost. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely. Failure to comply with this requirement shall be considered a material breach of this Agreement by Contractor, for which County may immediately terminate this Agreement.

57. DAMAGE TO COUNTY FACILITIES, BUILDINGS AND GROUNDS

57.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

57.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand or, without limitation of all County's other rights and remedies provided by law or under this Agreement, County may deduct such costs from any amounts due Contractor from County under this Agreement.

58. AUTHORIZATION WARRANTY

Each party represents and warrants that the person executing this Agreement or any Amendment thereto pursuant to Paragraph 4 (Change Notices and Amendments) for that party is an authorized agent of such party who has actual authority to bind the party to each and every term, condition and obligation of this Agreement, and that all requirements of each party have been fulfilled to provide such actual authority.

59. FORMS AND PROCEDURES

All forms and procedures used by Contractor in implementation of the provisions of this Agreement shall be subject to review and approval by County prior to use by Contractor. Such forms and procedures shall not conflict in any way with this Agreement and shall incorporate the terms and conditions of this Agreement. In the event of any conflict between such forms and procedures and this Agreement, the provisions of this Agreement shall prevail.

60. MINIMUM AGE, LANGUAGE SKILLS AND LEGAL STATUS OF CONTRACTOR PERSONNEL

Contractor cannot assign employees under the age of eighteen (18) to perform work under this Agreement. All of Contractor's employees working at County facilities must be able to communicate in English. Contractor's employees must be United States citizens or legally present and permitted to work in the United States.

61. VALIDITY AND SEVERABILITY

61.1 VALIDITY

The invalidity, unenforceability or illegality of any provision of this Agreement shall not render the other provisions hereof invalid, unenforceable or illegal, unless the essential purposes of this Agreement shall be materially impaired thereby.

61.2 SEVERABILITY

In the event that any provision herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement, if practicable, and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid in its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law. If any provision of this Agreement is adjudged void or invalid for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective.

62. NOTICES

62.1 All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (i) by hand with signed receipt; (ii) by first class registered or certified mail, postage prepaid; or (iii) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid. Notices shall be deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, or on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing. Addresses may be changed by either party by giving ten (10) days prior written notice thereof to the other party.

62.2 Director shall have the authority to issue all notices or demands which are required or permitted to be issued by County under this Agreement.

62.3 To County, notices shall be sent to the attention of County's Project Manager and County's Project Director at the respective locations set forth in Section I (County's Key Personnel) of Exhibit G (Administration of Agreement).

62.4 To Contractor, notices shall be sent to the attention of Contractor's Contractor Manager at the address set forth in Section II (Contractor's Key Personnel) of Exhibit G (Administration of Agreement).

62.5 Each party may change the names of the people designated to receive notices pursuant to this Paragraph 62 by giving written notice of the change to the other party, subject to County's right of approval in accordance with Paragraph 3.3 (Approval of Contractor's Staff).

63. NOTICE OF DELAYS

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall immediately, but no later than within one (1) business day, give to the other party notice thereof, with all relevant information with respect to such actual or potential delay, by telephoning the appropriate personnel of that party, followed by a written notification within one (1) business day.

64. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION / TERMINATION OF AGREEMENT

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any services provided by Contractor after the expiration of other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. The provisions of this Paragraph 63 shall survive the expiration or other termination of this Agreement.

65. ARM'S LENGTH NEGOTIATIONS

This Agreement is the product of arm's length negotiations between Contractor and County. Consequently, each party has had the opportunity to receive advice from independent counsel of its own choosing. This Agreement is to be interpreted fairly as between the parties and not strictly construed as against either party.

66. NON-EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Agreement shall not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

67. ACCESS TO COUNTY FACILITIES

Contractor, its employees and agents, will be granted access to County facilities, subject to Contractor's prior notification to County's Project Director, for the purpose of executing Contractor's obligations hereunder. Access to County facilities shall be restricted to normal business hours, 8:00 a.m. until 5:00 p.m., Pacific Time, Monday through Friday, County observed holidays excepted. Access to County facilities outside of normal business hours must be approved in writing in advance by County's Project Director, which approval shall not be unreasonably withheld. Contractor shall have no tenancy, or any other property or other rights, in County facilities. While present at County facilities, Contractor's personnel shall be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by County's Project Director.

68. COUNTY FACILITY OFFICE SPACE

In order for Contractor to perform services hereunder and only for the performance of such services, County may elect, subject to County's standard administrative and security requirements, to provide Contractor with office space and equipment, as determined at the discretion of the County's Project Director, at County facilities, on a non-exclusive use basis. County will also provide Contractor with reasonable telephone service in such office space for use only for purposes of this Agreement. County disclaims any and all responsibility for the loss, theft or damage of any property or material left at such County office space by Contractor.

69. PHYSICAL ALTERATIONS

Contractor shall not in any way physically alter or improve any County facility without the prior written approval of Director, County's Project Director, County's Project Manager and the Director of County's Internal Services Department, in their discretion.

70. CONTRACTOR'S OFFICES

Contractor's business offices are located at 4100 East Third Avenue, Foster City, California. Contractor shall notify in writing to County's Project Director identified in Section I (County's Key Personnel) of Exhibit G (Administration of Agreement) of any change in its business address at least ten (10) Business Days prior to the effective date thereof.

71. DELIVERY AND RISK OF LOSS

Contractor shall bear the full risk of loss due to total or partial destruction of the System Software loaded on CDs or other computer media and/or Peripheral Hardware until such items are delivered to and accepted in writing by County.

72. STAFF PERFORMANCE WHILE UNDER THE INFLUENCE

Contractor shall use reasonable efforts to ensure that no employee of Contractor shall perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic or other substance, which might impair his/her physical or mental performance.

73. ASSIGNMENT BY COUNTY

This Agreement may be assigned in whole or in part by County, without the further consent of Contractor, to a party which is not a competitor of Contractor and which agrees in writing to perform County's obligations under this Agreement.

74. CAPTIONS AND PARAGRAPH HEADINGS

Captions and paragraph headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing this Agreement.

75. COUNTY POLICY REGARDING RECYCLED PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible for the purpose of this Agreement.

76. SURVIVAL

The provisions in the following Paragraphs shall survive the expiration or termination of this Agreement for any reason:

2.4 Approval of Work
10. Warranties and Problem Resolution
13. Indemnification
16. Intellectual Property Indemnification
19. Disclosure of Information
20. Confidentiality
26. Records and Audits
45. Contractor's Obligations under HIPAA
48. County Audit Settlements
49. Federal Access to Records
52. No Third Party Beneficiaries
53. Governing Law, Jurisdiction and Venue
61. Validity and Severability
76. Survival

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IN WITNESS WHEREOF, County and Contractor by their authorized signatures have caused this Agreement to be effective the day, month and year first above written.

COUNTY OF LOS ANGELES:

By _____
Chair, Board of Supervisors

ATTEST:
SACHI A. HAMAI
Executive Officer-Clerk of the Board of Supervisors

By _____
Deputy

CONTRACTOR:
Philips Healthcare Informatics, Inc.

By _____

_____
Printed Name

_____
Title

APPROVED AS TO FORM:

ROBERT E. KALUNIAN
Acting County Counsel

By _____
Victoria Mansourian
Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK

FOR

IMAGE MANAGEMENT SYSTEM

AT

HARBOR/UCLA MEDICAL CENTER

OLIVE VIEW/UCLA MEDICAL CENTER

LAC+USC MEDICAL CENTER

RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER

HIGH DESERT HEALTH SYSTEM

MARTIN LUTHER KING, JR. MULTI-SERVICE AMBULATORY CARE CENTER

JULY 2009

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COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
IMAGE MANAGEMENT SYSTEM

ATTACHMENTS

Exhibit A – Statement of Work

Attachment A.1 – Functional Requirements A.1

Attachment A.2 – System Configuration A.2
I. System Software
  A. Baseline Application
    1. Core Application
    2. Existing Interfaces
    3. Supplemental Software
  B. Third Party Software
  C. Client Application
II. System Hardware
  A. System Hardware
    1. Harbor UCLA Medical Center
    2. Olive View UCLA Medical Center
    3. LAC+USC Medical Center
    4. Rancho Los Amigos National Rehabilitation Center
    5. High Desert Health System
    6. Martin Luther King Jr. MACC
  B. Online Storage of Studies

Attachment A.3 – Client Environment A.3
I. Client Network
II. Client Hardware
III. Client Software

Attachment A.4 – System Training A.4
I. Administrative Training
II. Technologist Training
III. Physician Training

Attachment A.5 – County Facilities A.5

Attachment A.6 – Optional Work A.6
I. Optional Work
II. Pool Dollars

STATEMENT OF WORK

I. INTRODUCTION

This Exhibit A (Statement of Work) consists of instructions, tasks, subtasks, deliverables, goods, services and other work and, unless specified otherwise, includes Attachments A.1 through A.6 thereto. Capitalized terms used in this Exhibit A without definition have the meanings given to such terms in the body of the Agreement.

Contractor shall perform, complete and deliver all tasks, subtasks, deliverables, goods, services and other work, however denoted, as set forth in this Exhibit A. Also defined herein are those Tasks and Subtasks that involve participation of both Contractor and County. Unless otherwise specified as an obligation of County, Contractor shall perform all Tasks and Subtasks and provide all Deliverables as defined herein.

The general scope of work to be performed under this Agreement, includes but is not limited to, providing services as necessary to install, develop, implement and maintain the Image Management System (IMS) at the County Facilities identified in Attachment A.5 (County Facilities).

Contractor shall perform all Tasks and Subtasks associated with the Implementation Services and shall provide all associated Deliverables within the timeframes specified in the Implementation Plan. Contractor may provide Optional Work as requested by County. Contractor shall, during the term of the Agreement, provide Maintenance and Support, as set forth in Exhibit D (Service Level Requirements).

Tasks 1 through 7 shall be completed prior to Final Acceptance of the System, Maintenance and Support services under Task 8 (Provide Maintenance and Support) shall be provided commencing with Technical Live and Task 9 (Provide Optional Work) may be performed commencing with Clinical Live.

II. INSTRUCTIONS

Contractor shall provide deliverables to County in an electronic format or media as mutually agreed to by County and Contractor for the following:

- All status reports, meeting minutes, general correspondence and other deliverable documents.
- All applicable Documentation.
- All Implementation Plan updates using County's project management standard in accordance with Task 1 (Project Management).
- Training Materials.

III. TASK AND DELIVERABLES

TASK 1 – PROJECT MANAGEMENT

Contractor shall provide overall project management to County using approaches and methodologies approved in writing by Contractor and County.

SUBTASK 1.1 – Develop Implementation Plan

For each County Facility, Contractor shall provide to County's Project Manager for written approval an Implementation Plan based for the implementation of the System which shall meet the Functional Requirements, System Performance Requirements and other County requirements set forth in this Agreement. Contractor, based on input and comments from County, shall modify the Implementation Plan to provide for the project implementation of the System as described in this Exhibit A. Contractor shall incorporate into the Implementation Plan the County tasks as requested by County and provide such Implementation Plan to County in a mutually agreed upon electronic format.

Implementation Plan shall include, but not be limited to, the following:

A. A list of milestones, tasks and subtasks with start and end dates, and associated deliverables for the System.

B. Job titles and names of County and Contractor personnel required to complete each task.

C. Progress reporting for each milestone, task, subtask, and associated deliverable.

The following major tasks shall be addressed in the Implementation Plan:

- Task 1 – Project Management
- Task 2 – System Environment
- Task 3 – Existing Interfaces
- Task 4 – Develop Test Plan
- Task 5 – System Acceptance
- Task 6 – System Training and Documentation
- Task 7 – System in Production Use
- Task 8 – Provide Maintenance and Support
- Task 9 – Provide Optional Work

Upon completion and approval of the Implementation Plan by County's Project Manager, Exhibit C (Implementation Plan) shall be updated to reflect the relevant information in the Implementation Plan.

DELIVERABLE 1.1 – Implementation Plan

For each County Facility, Contractor shall provide to County an Implementation Plan pursuant to Subtask 1.1 (Develop Implementation Plan) above.

SUBTASK 1.2 – Prepare Status Reports and Conduct Conferences

For each County Facility, under the direction of the County's Project Manager, Contractor's Project Manager shall provide full project management and control of project activities for the Implementation Plan. This task shall include, but not be limited to:

(A) Planning and direction;
(B) Status reporting;
(C) Incorporation of County's business, security and technical requirements;
(D) As agreed upon, incorporation of required software modifications.
(E) Management and tracking of all issues and their resolution; and
(F) Management of software change control process.

Contractor's Project Manager and County's Project Manager(s) shall report project status on a regular basis to each County Facility and shall participate in regular status conferences. The project and reporting system shall include, but not be limited to, the following components for each County Facility:

(A) Updated Implementation Plan;
(B) Status reports and conferences;
(C) Steering committee reports and conferences; and
(D) Ongoing issues report.

As part of project management, County and Contractor shall ensure that each County Facility realizes the maximum benefit from the System provided by Contractor through a proactive and independent review of the project's progress and quality. The Project Status Reports prepared by Contractor's Project Manager pursuant to this Subtask 1.2 shall be used as the mechanism for Contractor to report any project risks or problems identified as part of the quality assurance process.

DELIVERABLE 1.2 – Status Reports and Conferences

For each County Facility, Contractor's Project Manager shall prepare and present to County's Project Manager(s) a written Status Report documenting project progress, plans and outstanding issues. Contractor's Project Manager shall meet with the County's Project Manager(s) at least bi-weekly to review these Project Status Reports and any related matters. All variances related to Contractor's work shall be presented for approval at the Status Meeting. The first report shall be presented to the County's Project Manager(s) thirty (30) calendar days following the Effective Date, or as otherwise mutually agreed to by both parties.

TASK 2 – SYSTEM ENVIRONMENT

Contractor shall perform the Subtasks set forth in this Task 2 in the Test Environment and then repeat those subtasks, which are applicable, in the Production Environment starting with Subtask 5.1.2 (Configure Production Environment), as necessary.

SUBTASK 2.1 – Specify Minimum System Environment Configuration

Contractor shall specify the minimum configuration for the System Environment, including Client Environment and the System Hardware environment, for the System to operate in accordance with the Specifications, including Documentation, Functional Requirements and System Performance Requirements, which shall be documented in Attachment A.3 (Client Environment). Contractor shall provide to County the minimum Client Environment specifications as set forth in such Attachment A.3 (Client Environment).

DELIVERABLE 2.1 – Minimum System Environment Configuration

Contractor shall provide to County, in writing, the minimum configuration for System Environment in accordance with Subtask 2.1 (Specify Minimum System Environment Configuration).

SUBTASK 2.2 – Deliver and Install System Hardware and System Software

For each County Facility, Contractor shall provide, deliver and install System Hardware and System Software, including operating software, in accordance with the approved Implementation Plan.

A. Contractor shall deliver to each County Facility System Hardware and System Software, including operating software provided by Contractor. County will notify Contractor in writing of the delivery location prior to shipping date.

B. Contractor shall furnish and install System Hardware and System Software as necessary to support the System for each County Facility in accordance with the approved Implementation Plan.

C. Contractor shall make available to County at least one (1) copy of all applicable System documentation.

DELIVERABLE 2.2 – Installed System Hardware and System Software

For each County Facility, Contractor shall provide to County's Project Manager a written report, documenting the successful installation of System Hardware and System Software in accordance to Subtask 2.2 (Deliver and Install System Hardware and System Software).

TASK 3 – EXISTING INTERFACES

For each County Facility, Contractor shall perform the following subtasks for all Existing Interfaces listed in Attachment A.2 (System Configuration) of this Exhibit A.

SUBTASK 3.1 – Provide Interface Plan

Contractor shall conduct meeting with County's Project Manager and County Facility staff to reach agreement on the Interface Plan for the development and implementation of Existing Interfaces. The Interface Plan will be approved in writing by County's Project Manager within ten (10) Business Days of receipt.

For each County Facility, Contractor shall work jointly with County to prepare and provide a draft Interface Plan for all Interfaces provided by Contractor, as listed in Attachment A.2 (System Configuration), which County required to be installed prior to Production Use of the System.

Contractor and County shall jointly review the draft Interface Plan and agree on the final Interface Plan to be used.

DELIVERABLE 3.1 – Interface Plan

For each County Facility, Contractor shall provide to County an Interface Plan for development and implementation of all Existing Interfaces in accordance to subtask 3.1 (Provide Interface Plan).

SUBTASK 3.2 – Develop, Install and Certify Existing Interfaces

For each County Facility, Contractor shall:

A. Develop and install onto the System each Existing Interface, as listed in Section I.A.2 (Existing Interfaces) of Attachment A.2 (System Configuration) to this Exhibit A in accordance with the County approved Interface Plan.

B. Work with County staff to verify that each HL7 Message is produced and mapped to the County approved Interface Plan and verify that each HL7 Message Type is received, correctly processed and acknowledged when each such message is transmitted in the documented format from County's DHS standard interface engine in accordance with the Specifications.

C. Work with County staff verifying that each dictionary, profile and parameter is set up in accordance with the County approved Interface Plan and verify that each element is uploaded, received, correctly processed and acknowledged as each element is transmitted.

DELIVERABLE 3.2 – Installed Existing Interfaces

For each County Facility, Contractor shall certify readiness of, and, if applicable, instruct on the use of each Existing Interface developed and installed by Contractor under Subtask 3.2 (Develop, Install and Certify Existing Interfaces) in accordance with the Interface Plan.

TASK 4 – DEVELOP TEST PLAN

For each County Facility, Contractor shall work jointly with County to develop and agree on a test plan for each of the Acceptance Tests, including Integrated Functional Test and Stress Test (hereinafter "Test Plan") in the format approved by County, as specifically described in this Task 4

below. The Test Plan shall include, as applicable, a description of the scope of the testing effort, test environment, the test strategy including testing tools to be used, test scenarios, detailed test cases that address positive and negative testing and the expected results.

Contractor and County shall mutually agree on test scenarios and scripts for each Acceptance Test before execution of such Acceptance Test. In addition, the Test Plan shall include a section addressing dependencies and assumptions, issue tracking of all issues, resolutions identified during testing and the priority level of identified issues. The Test Plan shall also describe reports that will be provided to County's Project Manager or his/her designee, listing issues fixed and outstanding.

The Test Plan will be discussed and revised, as necessary, at the applicable County Facility project team meeting. The Test Plan shall be deemed completed for the purpose of this Task 4 upon County's written approval thereof.

The Test Plan for each Acceptance Test shall include at a minimum, as applicable:

1. A description of the test domain;
2. A plan for loading test data;
3. A plan, developed in collaboration with County staff, for simulating transactions over Existing Interfaces;
4. Personnel required for testing;
5. Test scenarios covering a comprehensive set of business processes for which the System will be used by the County, including all requirements identified in Attachment A.1 (Functional Requirements);
6. Test scripts for identified test scenarios;
7. Contractors' standard functional testing;
8. The schedule for testing;
9. Test results documentation methods, including any forms or software applications, that will be used;
10. Applicable Exception Report; and
11. Methods for retesting after correction of any identified Deficiencies.

DELIVERABLE 4 – Test Plan

Contractor shall validate the Test Plan for each Acceptance Test as described in Task 4 (Test Plan). Contractor may utilize its Tech Live Verification Checklist for the purpose of testing.

TASK 5 – SYSTEM ACCEPTANCE

For each County Facility, Contractor shall work jointly with County to conduct each of the Acceptance Tests according to the applicable Test Plan provided by Contractor under Task 4 (Develop Test Plan) as specified in this Task 5 below. County's approval shall be required before any Acceptance Test is deemed complete. All test cycles under this Task 5 shall be repeated, as necessary, to achieve the required results.

SUBTASK 5.1 – Transition to Production Environment

Subtask 5.1.1 – Conduct Integrated Functional Test

For each County Facility, Contractor shall work jointly with County to conduct the Integrated Functional Test in the Test Environment pursuant to the Test Plan developed under Task 4 (Test Plan) to verify that:

1. Each Application Software Component functions according to the Specifications, including Functional Requirements;
2. Each Interface transmits information in accordance with the applicable Specifications;
3. All System Components perform in an integrated fashion; and
4. All required functionality is present in the System.

Each Component of System Software, including Core Application, Existing Interfaces, Third Party Software and Supplemental Software, shall be tested in accordance with the County-approved Test Plan for the Integrated Functional Test.

County shall report any identified Deficiencies to Contractor. Contractor shall correct any and all Deficiencies identified as a result of the Integrated Functional Test. County shall verify in writing that Deficiencies have been corrected. The Integrated Functional Test shall be complete when all Deficiencies have been resolved and County has documented in writing the successful completion of the Integrated Functional Test.

Subtask 5.1.2 – Configure Production Environment

For each County Facility, following successful completion of the Integrated Functional Test, Contractor shall set up and configure the Production Environment by installing System Hardware and System Software, including Existing Interfaces, in the Production Environment in accordance with Subtask 2.2 (Deliver and Install System Hardware and System Software) and performing the system diagnostic test of the System Hardware (hereinafter "System Diagnostic Test"), which shall include, at a minimum:

(a) Central processing unit(s) diagnostic test;
(b) Memory unit(s) diagnostic test;
(c) Disk storage/controller unit(s) diagnostic test (including the writing of a disk file, the reading of a disk file and the erasure of a disk file);
(d) Telecommunications/network interface unit(s) diagnostic test; and
(e) Power loss/failure test.

DELIVERABLE 5.1 – Production Environment

Contractor shall provide to County written notification that the System has been successfully installed and configured in the Production Environment.

SUBTASK 5.2 – Achieve Technical Live

Subtask 5.2.1 – Conduct Stress Test

For each County Facility, Contractor shall work jointly with County to conduct the Stress Test in the Production Environment to determine the effect of large transaction volumes on performance of the System operating in the System Environment in accordance with Contractor's Specifications provided under Deliverable 2.1 (Minimum System Environment Configuration).

Each Application Software Component and Existing Interface Component shall be tested in accordance with the County-approved Test Plan for the Stress Test. Any Deficiencies identified in the System Hardware shall be resolved before proceeding. Any Deficiencies observed in the Application Software that are a result of high transaction volumes shall be documented.

County shall report any identified Deficiencies to Contractor. Contractor shall correct any and all Deficiencies identified as a result of the Stress Test. County shall verify in writing that Deficiencies have been corrected. The Stress Test shall be complete when all Deficiencies have been resolved and County has documented in writing the successful completion of the Stress Test.

Subtask 5.2.2 – Prepare for Technical Live

For each County Facility, following completion of all Acceptance Tests as described in this Task 5 above, Contractor shall purge all Image Data generated during performance of such Acceptance Tests in the Production Environment (hereinafter "Test Data). Contractor shall verify that the System meets the System meets the Functional Requirements and the System Performance Requirements, including System Response Time Requirements and System Availability Requirements.

For each County Facility, Contractor shall provide on-site support resources as necessary to implement Technical Live.

DELIVERABLE 5.2 – Technical Live

For each County Facility, Contractor shall provide to County notification that the System in the Production Environment is ready for Technical Live, as specified in Subtask 5.2 (Achieve Technical Live).

TASK 6 – SYSTEM TRAINING AND DOCUMENTATION

For each County Facility, Contractor shall provide all training and other work described in Attachment A.4 (System Training) and in this Task 6.

Contractor shall, at a minimum, provide the following two types of System Training to fulfill its obligations under the Agreement:

i. On-line training (Webex Training)
ii. On-site training (Train-the-Trainer)

County will provide space and training facilities.

SUBTASK 6.1 – Provide System Training

Contractor shall provide System Training courses on-line for the following three groups of training:

i. Administrative Training – 5:1 training up to 1 hour
ii. Technologist Training – 3:1 training up to 2 hours
iii. Physician Training – 1:1 Training for up to 4 hours

Contractor shall provide to each County Facility the minimum training for each group listed above. Contractor shall provide County's Project Manager with a syllabus at least twenty (20) days in advance of such training in order to ensure the efficacy of such training.

DELIVERABLE 6.1 – System Training

For each County Facility, Contractor shall successfully provide to County personnel System Training, including a syllabus for such training, as described in Subtask 6.1 (Provide System Training).

SUBTASK 6.2 – Provide User Documentation

Contractor shall prepare and provide to County user reference Documentation for all System Components provided by Contractor under this Agreement. This Documentation shall include, without limitation, manuals, which will be made available by Contractor on-line, which shall provide County staff with a comprehensive reference source for System functionality and data definitions.

DELIVERABLE 6.2 – User Documentation

Contractor shall provide to County the Documentation in accordance with Subtask 6.2 (Provide User Documentation). Contractor shall deliver the Documentation in an electronic format required by County. In addition, Contractor shall provide County with electronic links to any on-line help and Documentation files for the System Components provided by Contractor under the Agreement, if available.

Contractor shall provide to County the most current information regarding the provision of Support Services.

TASK 7 – SYSTEM IN PRODUCTION USE

SUBTASK 7.1 – Establish Clinical Live

For each County Facility, Contractor and County shall collaborate to establish a plan for achieving Clinical Live ("Clinical Live Plan"). Contractor shall be responsible for documenting the plan.

Contractor shall conduct planning meetings with the County project team to ensure readiness for a smooth transition to Production Use of the System.

The Clinical Live Plan shall include, at a minimum:

A. Schedule for Clinical Live for each County Facility;
B. Activities that are required to be performed prior to Clinical Live;
C. Clinical Live teams designated by the project team, including Contractor and County staff;
D. Detailed work schedules for Clinical Live teams;
E. Clinical Live command center preparation and activities (e.g., manager, support staff, communications, PCs and printers, hotline, etc.);
F. Existing Interface implementation steps;
G. Testing and certification methods for the System in the Production Environment;
H. End user downtime procedures during production system switch over;
I. Implementation steps of the System in the Production Environment;
J. Procedures for handling any workflow;
K. Any other information, schedules, and procedures necessary to ensure a smooth transition to Production Use; and
L. Procedure for returning operations to the legacy system in the event of a major problem in the implementation.

Contractor shall make changes to the Clinical Live Plan based on the discussions in the pre-Clinical Live meeting and provide County Project Director with an updated final Clinical Live Plan and a "go" or "no go" recommendation.

County shall have the right to postpone the Clinical Live at the discretion of County's Project Director based on evidence presented by Contractor and County's Project Director and Clinical Live teams. County's Project Director shall provide documentation of the issues that must be resolved for Clinical Live within five (5) Business Days of scheduled Clinical Live. Contractor and County shall collaborate to resolve such issues. After the documented issues are resolved, a meeting shall be conducted again in preparation for the Clinical Live.

For each County Facility, Contractor shall continue to provide on-site support resources if necessary to implement Clinical Live.

DELIVERABLE 7.1 – Clinical Live

For each County Facility, Contractor and County shall conduct pre-Clinical Live meetings, provide a final Clinical Live Plan and make a "go" or "no go" recommendation, as specified in Subtask 7.1 (Establish Clinical Live) prior to achieving Clinical Live.

SUBTASK 7.2 – Maintain Non-Deficient System Production Use

Following Clinical Live, Contractor shall maintain the System in Production Use with no Deficiencies, as determined in the sole judgment of County's Project Manager, for forty-five (45) consecutive days. Upon occurrence of a Deficiency, Contractor shall correct such Deficiency and restart the forty-five (45) consecutive day cycle. The System shall achieve Final Acceptance upon completion of a complete Deficiency-free forty-five (45) consecutive day cycle.

DELIVERABLE 7.2 – Final Acceptance

Contractor shall provide to County documented results of a Deficiency-free forty-five (45) consecutive days System operation pursuant to Subtask 7.2 (Maintain Non-Deficient System Production Use) and shall certify in writing that the System has achieved Final Acceptance as a result.

TASK 8 – PROVIDE MAINTENANCE AND SUPPORT

For each County Facility, Contractor shall provide Maintenance and Support services in accordance with Exhibit D (Service Level Requirements).

DELIVERABLE 8 – Maintenance and Support

For each County Facility, Maintenance and Support shall be provided by Contractor in accordance with Exhibit D (Service Level Requirements).

TASK 9 – PROVIDE OPTIONAL WORK

For each County Facility, if requested in writing by County's Project Manager and mutually agreed upon, Contractor shall provide to County Optional Work, including Future Interfaces consisting of New Interfaces and Modified Interfaces and/or Professional Services consisting of Consulting Services and Additional Training, using Pool Dollars. Attachment A.6 (Optional Work) is for use by County's Project Manager to keep track of pool dollars spending. Pool Dollars can be used for the following:

Upon County's request and Contractor's consent, Contractor shall submit to County for approval a not-to-exceed Maximum Fixed Price calculated based on the pricing terms set forth in Section IV (Optional Work) of Exhibit B (Schedule of Payments) and a proposed Scope of Work. County and Contractor shall agree on the Scope of Work for the provision of such Optional Work, including, as applicable, testing, warranty, etc.

DELIVERABLE 9 – Optional Work

If requested in writing by County's Project Manager and subject to mutual agreement, Contractor shall provide to County Optional Work as described in Task 9 (Provide Optional Work). Any enhancements or modifications to the System Specifications, including Functional Requirements and System Performance Requirements, resulting from Optional Work shall be incorporated into, and become part of, the Specifications. Any product of Optional Work shall become part of the System, as applicable, and shall be subject to County's written approval in accordance with the terms of the Agreement.

The System provided by Contractor under the Agreement, including Application Software, shall, during the term of the Agreement, meet all of the Functional Requirements set forth in this Attachment A.1 below.

1.	Just-in-time Image Delivery: Diagnostic-quality images anytime, anywhere throughout the enterprise.
2.	Standard PCs and Networks: Does not require expensive dedicated workstations and networks.
3.	Diagnostic Reports Stored with Images: Provides diagnostic reports with studies.
4.	Write to CD or DVD: Value-add for patients and clinicians.
5.	Multi-Monitor Display Configuration: Flexibility to customize and set up workstations based on hospital-specific needs.
6.	Remote Reading Toolset: Low bandwidth optimization.
7.	Scout Tools and Localizer for CT and MR: Allows synchronized navigation.
8.	Linking Currents and Priors or Cross-Modality (CT & MR): Improved interrogation capability.
9.	Presentation States and Key Images: Enhanced case review for technologist preparation.
10.	Image Processing Filters: Enhanced image quality.
11.	Teaching Files/Print to Paper: Facility for presentations, collaboration, and teaching tools.
12.	Private and Public Foldering: Users can create private or shared lists of exams for presentations, OR scheduling, ICU, etc.
13.	Patient Clinical Information: View diagnostic reports, exam notes, allergies, history, etc.
14.	Rich Worklist for Physicians, Radiologists, and Technologists: Provides real-time status and information of all scheduled, performed, and completed orders.
15.	Security and Extranets: Provides secure access for internal and external users.
16.	Auditing, Reporting, and Statistics: Enables view of all user and patient record activity, which aids in HIPAA compliance.
17.	Simple HTML Integration: Simple integration for a Web-based solution.
18.	Customization Options: Flexibility to customize to specific requirements.
19.	Shall provide the ability to obtain current DICOM images and related header information from either the Fuji Radiology PACS at each County Facility or directly from the modalities at each County Facility.
20	For images that are archived from the System, shall be able to obtain archived images from DHS and/or local SAN.

Contractor shall provide and install at each County Facility the Components of System Software and System Hardware specified in this Attachment A.2 in order to meet the Functional Requirements and System Performance Requirements.

I. SYSTEM SOFTWARE

A. Baseline Application

1. Core Application

a. iSite Enterprise

2. Existing Interfaces

a. *HL7*: HL7 integration services include integrating the System to handle HL7 messages for a single MRN/Accession issuer:

(i) ADT (Patient Demographics)

(1) Updates patient demographics real-time

(2) Facilitates patient merges

(ii) ORM (Orders)

(1) Facilitates technologist worklist

(2) Updates order status real-time

(3) Facilitates patient worklist filtering by referring physician

(iii) ORU (Diagnostic Report)

(1) Facilitates display of diagnostic reports with images

b. *MODALITIES:* Each County Modality connected to the System must have a published DICOM 3.0 (or successor industry standard) conformance statement. Contractor will provide connectivity testing for all Modalities without charge. Contractor will not validate the quality of the data generated by County Modalities. Contractor will confirm that the Modality will connect to the System and the System will be able to store and display the data as delivered by the Modality. Contractor will cooperate with County's Modality vendors without charge to troubleshoot any Modality connectivity issues.

(i) Xcelera Modality

(ii) HeartLab Modality

(iii) Radiology Modality (Fuji Radiology PACS)

(iv) Any other existing modality

3. **Supplemental Software**

a. API ToolKit

SOFTWARE DEVELOPMENT KIT LICENSE: Limited, non-exclusive, non-transferable, non-sublicensable, royalty-free license during to use the API Toolkit (API) for the purpose of integrating third-party applications with the System during the term of the Agreement.

B. Third Party Software

1. **Microsoft SQL Server (Runtime)**

C. Client Application

1. iSite Enterprise module residing on Client Hardware in Client Environment

II. SYSTEM HARDWARE

A. System Hardware

Contractor shall analyze the existing System Hardware specifications, as indicated in this Section II.A below, and certify in writing that the System Hardware can accommodate, during the term of the Agreement, the System Software to satisfy the System Functional Requirements and System Performance Requirements. If Contractor determines the System Hardware to be inadequate, Contractor shall provide County with a written recommendation, pursuant to Subtask 2.1 (Specify Minimum System Environment Configuration) of Exhibit A (Statement of Work), which will revise this Section II.A accordingly.

Contractor will provide each County Facility with the System Hardware listed in this Attachment A.2 below under a separate subsection of this Section II.A.

1. HARBOR UCLA MEDICAL CENTER

SYSTEM HARDWARE FOR EACH COUNTY FACILITY		
Part No.	**Description**	**Qty**
883745U	x336, Xeon 3.6GHz/800MHz,2MB L2, 2x512MB, O/Bay HS U320 SCSI, 1x585W p/u, Rack	**1**
40K2513	3.6GHz/800MHz, 2MB L2 Upgrade with Xeon Processor and EM64T	**1**
39M5821	1GB PC2-3200 (2X512MB) ECC DDR2 SDRAM RDIMM	**1**
39R8815	SERVERAID-6M ULTRA320 SCSI CONTROLLER	**1**
40K1024	146GB 10K U320 SCSI HS OPTION	**2**
90P5280	X336 585W HS POWER SUPPLY	**1**
A3L791-07-S	7FT CAT5E GRAY PATCH CORD SNAGLESS RCM Cable	**1**
A3L791-07-BLU-S	7FT CAT5E BLUE PATCH CORD SNAGLESS Network Cable	**1**
39Y7932	12 FT POWER CABLE C13/C14-TYPE C12 (TIGER 3)	**1**
P73-01945	WINDOWS SVR STD 2003 R2 ENGLISH OLP C	**1**
P796-P4X2H28126	SIRIUS AMS - ICACHE SERVER	**1**
	iCache Server	
Part No.	**Description**	**Qty**
17331RU	IBM EXP400 EXTERNAL SCSI STORAGE ENCLOSURE	1
40K1024	146GB 10K U320 SCSI HS OPTION	14
	iCache Array	
Part No.	**Description**	**Qty**
849140U	1 X 306 INTEL PENTIUM 4 PROCESSOR 650 512MB ADAPTEC AIC 9410 1U RACK	1
30R5148	512MB PC2-4200 CLR ECC DDR2 SDRAM DIMM	1
40K1040	146GB HOTSWAP 3.5 10K RPM ULTRA 320 SAS HDD	2
A3L791-07-S	7FT CAT5E GRAY PATCH CORD SNAGLESS RCM Cable	1
A3L791-07-BLU-S	7FT CAT5E BLUE PATCH CORD SNAGLESS Network Cable	1
39Y7932	12 FT POWER CABLE C13/C14-TYPE C12 (TIGER 3)	1
P73-01945	WINDOWS SVR STD 2003 R2 ENGLISH OLP C	1
P796-P4X2H30217	X306M TEST SERVER	1
	X306m Test Server	
ADDITIONAL SYSTEM HARDWARE FOR HARBOR/UCLA ONLY		
Part No.	**Description**	**Qty**
93084RX	NETBAY42 ENTERPRISE RACK CABINET	1
39Y8951	DPI Universal Rack PDU with NEMA L5-20P and L6-20P (US line cords)	6
39Y8939	DPI 30a/208v Front-end PDU with NEMA L6-30P	2
SU5000R5TBX120	APC Smart-UPS 5000VA RM 5U 208V Black	2
P796-P4X2H29563	SMALL RACK 5 TO 15 ITEMS	1

2. OLIVE VIEW UCLA MEDICAL CENTER

SYSTEM HARDWARE FOR EACH COUNTY FACILITY		
Part No.	**Description**	**Qty**
883745U	x336, Xeon 3.6GHz/800MHz,2MB L2, 2x512MB, O/Bay HS U320 SCSI, 1x585W p/u, Rack	1
40K2513	3.6GHz/800MHz, 2MB L2 Upgrade with Xeon Processor and EM64T	1
39M5821	1GB PC2-3200 (2X512MB) ECC DDR2 SDRAM RDIMM	1
39R8815	SERVERAID-6M ULTRA320 SCSI CONTROLLER	1
40K1024	146GB 10K U320 SCSI HS OPTION	2
90P5280	X336 585W HS POWER SUPPLY	1
A3L791-07-S	7FT CAT5E GRAY PATCH CORD SNAGLESS RCM Cable	1
A3L791-07-BLU-S	7FT CAT5E BLUE PATCH CORD SNAGLESS Network Cable	1
39Y7932	12 FT POWER CABLE C13/C14-TYPE C12 (TIGER 3)	1
P73-01945	WINDOWS SVR STD 2003 R2 ENGLISH OLP C	1
P796-P4X2H28126	SIRIUS AMS - ICACHE SERVER	1
	iCache Server	
Part No.	**Description**	**Qty**
17331RU	IBM EXP400 EXTERNAL SCSI STORAGE ENCLOSURE	1
40K1024	146GB 10K U320 SCSI HS OPTION	14
	iCache Array	
Part No.	**Description**	**Qty**
849140U	1 X 306 INTEL PENTIUM 4 PROCESSOR 650 512MB ADAPTEC AIC 9410 1U RACK	1
30R5148	512MB PC2-4200 CLR ECC DDR2 SDRAM DIMM	1
40K1040	146GB HOTSWAP 3.5 10K RPM ULTRA 320 SAS HDD	2
A3L791-07-S	7FT CAT5E GRAY PATCH CORD SNAGLESS RCM Cable	1
A3L791-07-BLU-S	7FT CAT5E BLUE PATCH CORD SNAGLESS Network Cable	1
39Y7932	12 FT POWER CABLE C13/C14-TYPE C12 (TIGER 3)	1
P73-01945	WINDOWS SVR STD 2003 R2 ENGLISH OLP C	1
P796-P4X2H30217	X306M TEST SERVER	1
	X306m Test Server	

3. LAC+USC MEDICAL CENTER

SYSTEM HARDWARE FOR EACH COUNTY FACILITY		
Part No.	**Description**	**Qty**
883745U	x336, Xeon 3.6GHz/800MHz,2MB L2, 2x512MB, O/Bay HS U320 SCSI, 1x585W p/u, Rack	1
40K2513	3.6GHz/800MHz, 2MB L2 Upgrade with Xeon Processor and EM64T	1
39M5821	1GB PC2-3200 (2X512MB) ECC DDR2 SDRAM RDIMM	1
39R8815	SERVERAID-6M ULTRA320 SCSI CONTROLLER	1
40K1024	146GB 10K U320 SCSI HS OPTION	2
90P5280	X336 585W HS POWER SUPPLY	1
A3L791-07-S	7FT CAT5E GRAY PATCH CORD SNAGLESS RCM Cable	1
A3L791-07-BLU-S	7FT CAT5E BLUE PATCH CORD SNAGLESS Network Cable	1
39Y7932	12 FT POWER CABLE C13/C14-TYPE C12 (TIGER 3)	1
P73-01945	WINDOWS SVR STD 2003 R2 ENGLISH OLP C	1
P796-P4X2H28126	SIRIUS AMS - ICACHE SERVER	1
	iCache Server	
Part No.	**Description**	**Qty**
17331RU	IBM EXP400 EXTERNAL SCSI STORAGE ENCLOSURE	1
40K1024	146GB 10K U320 SCSI HS OPTION	14
	iCache Array	
Part No.	**Description**	**Qty**
849140U	1 X 306 INTEL PENTIUM 4 PROCESSOR 650 512MB ADAPTEC AIC 9410 1U RACK	1
30R5148	512MB PC2-4200 CLR ECC DDR2 SDRAM DIMM	1
40K1040	146GB HOTSWAP 3.5 10K RPM ULTRA 320 SAS HDD	2
A3L791-07-S	7FT CAT5E GRAY PATCH CORD SNAGLESS RCM Cable	1
A3L791-07-BLU-S	7FT CAT5E BLUE PATCH CORD SNAGLESS Network Cable	1
39Y7932	12 FT POWER CABLE C13/C14-TYPE C12 (TIGER 3)	1
P73-01945	WINDOWS SVR STD 2003 R2 ENGLISH OLP C	1
P796-P4X2H30217	X306M TEST SERVER	1
	x306m Test Server	

4. RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER

SYSTEM HARDWARE FOR EACH COUNTY FACILITY		
Part No.	**Description**	**Qty**
883745U	x336, Xeon 3.6GHz/800MHz,2MB L2, 2x512MB, O/Bay HS U320 SCSI, 1x585W p/u, Rack	1
40K2513	3.6GHz/800MHz, 2MB L2 Upgrade with Xeon Processor and EM64T	1
39M5821	1GB PC2-3200 (2X512MB) ECC DDR2 SDRAM RDIMM	1
39R8815	SERVERAID-6M ULTRA320 SCSI CONTROLLER	1
40K1024	146GB 10K U320 SCSI HS OPTION	2
90P5280	X336 585W HS POWER SUPPLY	1
A3L791-07-S	7FT CAT5E GRAY PATCH CORD SNAGLESS RCM Cable	1
A3L791-07-BLU-S	7FT CAT5E BLUE PATCH CORD SNAGLESS Network Cable	1
39Y7932	12 FT POWER CABLE C13/C14-TYPE C12 (TIGER 3)	1
P73-01945	WINDOWS SVR STD 2003 R2 ENGLISH OLP C	1
P796-P4X2H28126	SIRIUS AMS - ICACHE SERVER	1
	iCache Server	
Part No.	**Description**	**Qty**
17331RU	IBM EXP400 EXTERNAL SCSI STORAGE ENCLOSURE	1
40K1024	146GB 10K U320 SCSI HS OPTION	14
	iCache Array	
Part No.	**Description**	**Qty**
849140U	1 X 306 INTEL PENTIUM 4 PROCESSOR 650 512MB ADAPTEC AIC 9410 1U RACK	1
30R5148	512MB PC2-4200 CLR ECC DDR2 SDRAM DIMM	1
40K1040	146GB HOTSWAP 3.5 10K RPM ULTRA 320 SAS HDD	2
A3L791-07-S	7FT CAT5E GRAY PATCH CORD SNAGLESS RCM Cable	1
A3L791-07-BLU-S	7FT CAT5E BLUE PATCH CORD SNAGLESS Network Cable	1
39Y7932	12 FT POWER CABLE C13/C14-TYPE C12 (TIGER 3)	1
P73-01945	WINDOWS SVR STD 2003 R2 ENGLISH OLP C	1
P796-P4X2H30217	X306M TEST SERVER	1
	x306m Test Server	

5. HIGH DESERT HEALTH SYSTEM

SYSTEM HARDWARE FOR EACH COUNTY FACILITY		
Part No.	**Description**	**Qty**
883745U	x336, Xeon 3.6GHz/800MHz,2MB L2, 2x512MB, O/Bay HS U320 SCSI, 1x585W p/u, Rack	1
40K2513	3.6GHz/800MHz, 2MB L2 Upgrade with Xeon Processor and EM64T	1
39M5821	1GB PC2-3200 (2X512MB) ECC DDR2 SDRAM RDIMM	1
39R8815	SERVERAID-6M ULTRA320 SCSI CONTROLLER	1
40K1024	146GB 10K U320 SCSI HS OPTION	2
90P5280	X336 585W HS POWER SUPPLY	1
A3L791-07-S	7FT CAT5E GRAY PATCH CORD SNAGLESS RCM Cable	1
A3L791-07-BLU-S	7FT CAT5E BLUE PATCH CORD SNAGLESS Network Cable	1
39Y7932	12 FT POWER CABLE C13/C14-TYPE C12 (TIGER 3)	1
P73-01945	WINDOWS SVR STD 2003 R2 ENGLISH OLP C	1
P796-P4X2H28126	SIRIUS AMS - ICACHE SERVER	1
	iCache Server	
Part No.	**Description**	**Qty**
17331RU	IBM EXP400 EXTERNAL SCSI STORAGE ENCLOSURE	1
40K1024	146GB 10K U320 SCSI HS OPTION	14
	iCache Array	
Part No.	**Description**	**Qty**
849140U	1 X 306 INTEL PENTIUM 4 PROCESSOR 650 512MB ADAPTEC AIC 9410 1U RACK	1
30R5148	512MB PC2-4200 CLR ECC DDR2 SDRAM DIMM	1
40K1040	146GB HOTSWAP 3.5 10K RPM ULTRA 320 SAS HDD	2
A3L791-07-S	7FT CAT5E GRAY PATCH CORD SNAGLESS RCM Cable	1
A3L791-07-BLU-S	7FT CAT5E BLUE PATCH CORD SNAGLESS Network Cable	1
39Y7932	12 FT POWER CABLE C13/C14-TYPE C12 (TIGER 3)	1
P73-01945	WINDOWS SVR STD 2003 R2 ENGLISH OLP C	1
P796-P4X2H30217	X306M TEST SERVER	1
	x306m Test Server	

6. MARTIN LUTHER KING JR. MACC

SYSTEM HARDWARE FOR EACH COUNTY FACILITY		
Part No.	**Description**	**Qty**
883745U	x336, Xeon 3.6GHz/800MHz,2MB L2, 2x512MB, O/Bay HS U320 SCSI, 1x585W p/u, Rack	1
40K2513	3.6GHz/800MHz, 2MB L2 Upgrade with Xeon Processor and EM64T	1
39M5821	1GB PC2-3200 (2X512MB) ECC DDR2 SDRAM RDIMM	1
39R8815	SERVERAID-6M ULTRA320 SCSI CONTROLLER	1
40K1024	146GB 10K U320 SCSI HS OPTION	2
90P5280	X336 585W HS POWER SUPPLY	1
A3L791-07-S	7FT CAT5E GRAY PATCH CORD SNAGLESS RCM Cable	1
A3L791-07-BLU-S	7FT CAT5E BLUE PATCH CORD SNAGLESS Network Cable	1
39Y7932	12 FT POWER CABLE C13/C14-TYPE C12 (TIGER 3)	1
P73-01945	WINDOWS SVR STD 2003 R2 ENGLISH OLP C	1
P796-P4X2H28126	SIRIUS AMS - ICACHE SERVER	1
	iCache Server	
Part No.	**Description**	**Qty**
17331RU	IBM EXP400 EXTERNAL SCSI STORAGE ENCLOSURE	1
40K1024	146GB 10K U320 SCSI HS OPTION	14
	iCache Array	
Part No.	**Description**	**Qty**
849140U	1 X 306 INTEL PENTIUM 4 PROCESSOR 650 512MB ADAPTEC AIC 9410 1U RACK	1
30R5148	512MB PC2-4200 CLR ECC DDR2 SDRAM DIMM	1
40K1040	146GB HOTSWAP 3.5 10K RPM ULTRA 320 SAS HDD	2
A3L791-07-S	7FT CAT5E GRAY PATCH CORD SNAGLESS RCM Cable	1
A3L791-07-BLU-S	7FT CAT5E BLUE PATCH CORD SNAGLESS Network Cable	1
39Y7932	12 FT POWER CABLE C13/C14-TYPE C12 (TIGER 3)	1
P73-01945	WINDOWS SVR STD 2003 R2 ENGLISH OLP C	1
P796-P4X2H30217	X306M TEST SERVER	1
	X306m Test Server	

B. Online Storage of Studies

The System will provide approximately 1.6 Terabytes of temporary online storage of Studies per County Facility. Studies are overwritten on a longest time from last-view basis and not on a first-in first-out basis. The System does not provide long-term archiving or disaster recovery of County data.

I. CLIENT NETWORK

Upon County's request, Contractor shall provide recommendation regarding the Client Network for each County Facility, as indicated in this Section I below. County will provide a switched 10Mbit local area network for the System.

The existing Client Network infrastructure that the System Software will be using is as follows:

TYPE OF NETWORK	NUMBER OF FACILITIES	DESCRIPTION
Ethernet with switched 10/1000 Ethernet to the Desktop	6	Ethernet 10/1000
Gigabyte Fiber Ethernet	6	Gigabyte Fiber Ethernet on the backbone
Firewall	6	
Cat 5 Horizontal wiring	6	Horizontal wiring for virtual LANS

II. CLIENT HARDWARE

The client PC is a Standard: Intel Pentium 4.
RAM: 512MB RAM installed, 256MB of available memory.
The client Monitor: 1024 x 768 resolution; 24-bit color (Accelerated Video Card).

III. CLIENT SOFTWARE

Internet Browser: Microsoft Internet Explorer 5.5 SP2 or higher.
Operating System: Windows 2000 or Windows XP.

I. INTRODUCTION

Contractor shall provide pre-implementation System Training, including Administrative Training, Technologist Training and Physician Training, in accordance with Subtask 6.1 (Provide System Training) of Exhibit A (Statement of Work) for each County Facility as set forth herein. County and Contractor will conduct System Training at each County Facility's Training Room, or at other location(s) otherwise directed by County.

Contractor shall provide two types of training:

- On-line training (Free - Webex Training)
- On-site training (Optional – fees applies – Train the trainer)

The assigned personnel will attend the Training sessions as follows:

MINIMUM # OF HOURS	TYPE OF TRAINING	PARTICIPANT GROUP
1	5:1 Administrative Training	LAC+USC Medical Center
1	5:1 Administrative Training	Olive View Medical Center
1	5:1 Administrative Training	Martin Luther King/Drew Med Ctr.
1	5:1 Administrative Training	Rancho Los Amigos Nat Rehab Ctr.
1	5:1 Administrative Training	Harbor/UCLA Medical Center
1	5:1 Administrative Training	High Desert Health System
2	3:1 Technologist Training	LAC+USC Medical Center
2	3:1 Technologist Training	Olive View Medical Center
2	3:1 Technologist Training	Martin Luther King/Drew Med Ctr.
2	3:1 Technologist Training	Rancho Los Amigos Nat Rehab Ctr.
2	3:1 Technologist Training	Harbor/UCLA Medical Center
2	3:1 Technologist Training	High Desert Health System
4	1:1 Physician Training	LAC+USC Medical Center
4	1:1 Physician Training	Olive View Medical Center
4	1:1 Physician Training	Martin Luther King/Drew Med Ctr.
4	1:1 Physician Training	Rancho Los Amigos Nat Rehab Ctr.
4	1:1 Physician Training	Harbor/UCLA Medical Center
4	1:1 Physician Training	High Desert Health System

II. SCOPE OF TRAINING

A. ADMINISTRATIVE TRAINING

Contractor shall provide Administrative Training for staff designated by County, for each Department/Participant Group (i.e., LAC+USC Medical Center, Olive View Medical Center, Martin Luther King/Drew Medical Center, Rancho Los Amigos National Rehabilitation Center, Harbor/UCLA Medical Center, High Desert Health System) in accordance with the course outline set forth below.

Contractor shall design each Administrative Training session to cover subjects geared toward the business function of each individual Department/Participant Group.

1. **Introduction**

2. **Features of the System**

   - User Preferences
   - System Preferences
   - Machine Preferences

3. **Work Flow and Processes**

   - Referring Physician Workflow
   - Administrative Workflow
   - Technologist Workflow
   - iSite Workflow
   - Patient, Exam and Exception Management
   - Exam linking
   - Demographics Mismatches
   - User Management and Audit Trails With HL7 Integration
   - ConnectR Overview
   - ConnectR Error Worklist Manager

4. **Question and Answer Session**

5. **Evaluation**

B. TECHNOLOGIST TRAINING

Contractor shall provide Technologist Training for staff, designated by each County Facility per Training Session, in accordance with the course outline set forth below.

Contractor shall design each Technologist training session to cover subjects geared toward the business function of each individual Department/Participant Group.

1. **Introduction**

2. **Features of the System**

   - User Preferences
   - System Preferences
   - Machine Preferences

3. **Work Flow and Processes**

   - Referring Physician Workflow
   - Administrative Workflow
   - Technologist Workflow
   - iSite Workflow

- Patient, Exam and Exception Management
- Exam linking
- Demographics Mismatches
- User Management and Audit Trails With HL7 Integration
- ConnectR Overview
- ConnectR Error Worklist Manager

4. **Question and Answer Session**

5. **Evaluation**

C. PHYSICIAN TRAINING

Contractor shall provide Physician Training for staff, designated by each County Facility per Training Session, in accordance with the course outline set forth below.

Contractor shall design each Physician training session to cover subjects geared toward the business function of each individual Department/Participant Group.

1. **Introduction**

2. **Features of the System**

- User Preferences
- System Preferences
- Machine Preferences

3. **Work Flow and Processes**

- Referring Physician Workflow
- Administrative Workflow
- Technologist Workflow
- iSite Workflow
- Patient, Exam and Exception Management
- Exam linking
- Demographics Mismatches
- User Management and Audit Trails With HL7 Integration
- ConnectR Overview
- ConnectR Error Worklist Manager

4. **Question and Answer Session**

5. **Evaluation**

Contractor shall install the System at the following County Facilities*:

1. Olive View-UCLA Medical Center
   14445 Olive View Drive
   Sylmar, CA 91342
2. Harbor-UCLA Medical Center
   1000 W. Carson Street
   Torrance, CA 90502
3. LAC+USC Medical Center
   1200 N. State Street
   Los Angeles, CA 90033
4. Rancho Los Amigos National Rehabilitation Center
   7601 E. Imperial Hwy
   Downey, CA 90242
5. High Desert Health System
   44900 N. 60th Street West
   Lancaster, CA 93536
6. Martin Luther King Jr. MACC
   12021 S. Wilmington Avenue
   Los Angeles, CA 90059

* **For the purpose of using the System, the term "County Facility" shall include all Health Centers, Comprehensive Health Centers and other associated, DHS directly operated health facilities within the network of each hospital listed above.**

I. OPTIONAL WORK

ITEM No.	DESCRIPTION / TYPE (FUTURE INTERFACES, ADDITIONAL TRAINING, CONSULTING SERVICES)	REQUEST DATE	COUNTY FACILITY	DELIVERY DATE	COUNTY APPROVAL DATE	MAXIMUM FIXED PRICE
	SUBTOTAL					**$**

II. POOL DOLLARS

EVENT (EFFECTIVE DATE, CHANGE NOTICE, AMENDMENT)	EVENT DATE	ADJUSTED AMOUNT ("+", "-")	REMAINING AMOUNT
Effective Date	July 2009		$ XXX,XXX

EXHIBIT B

SCHEDULE OF PAYMENTS

JULY 2009

Contractor will be paid for all work provided under the Agreement on a fixed-price basis for completed and accepted deliverables.

The Annual Fee due for each of the six (6) County Facilities covered under this Agreement will be paid monthly in arrears commencing upon successful completion of Deliverable 7.2 (Final Acceptance) of Exhibit A (Statement of Work) for each County Facility.

I. DELIVERABLES

EXTENDED AMOUNT [1] = DELIVERABLE AMOUNT – 10% Deliverable Withhold

A. LAC+USC MEDICAL CENTER (LAC+USC)

DELIVERABLE NUMBER	DELIVERABLE DESCRIPTION	DELIVERABLE AMOUNT	EXTENDED AMOUNT[1]
1.1	Implementation Plan	$ -	$ -
1.2	Status Reports and Conferences	$ -	$ -
2.1	Minimum System Environment Configuration	$ -	$ -
2.2	Installed System Hardware and System Software	$ 20,000.00	$18,000.00
3.1	Interface Plan	$ -	$ -
3.2	Installed Existing Interfaces	$ 15,000.00	$13,500.00
4	Test Plan	$ -	$ -
5.1	Production Environment	$ -	$ -
5.2	Technical Live	$ 4,642.00	$ 4,177.80
6.1	System Training	$ 4,000.00	$ 3,600.00
6.2	User Documentation	$ -	$ -
7.1	Clinical Live	$ -	$ -
7.2	Final Acceptance	$ -	$ -

Total Implementation Cost	**$ 43,642.00**	**$39,277.80**
Final Payment of 10% withhold	**$ 4,364.20**	

B. HARBOR UCLA MEDICAL CENTER (HARBOR UCLA)

DELIVERABLE NUMBER	DELIVERABLE DESCRIPTION	DELIVERABLE AMOUNT	EXTENDED AMOUNT[1]
1.1	Implementation Plan	$ -	$ -
1.2	Status Reports and Conferences	$ -	$ -
2.1	Minimum System Environment Configuration	$ -	$ -
2.2	Installed System Hardware and System Software	$ 26,000.00	$23,400.00
3.1	Interface Plan	$ -	$ -
3.2	Installed Existing Interfaces	$ 15,000.00	$13,500.00
4	Test Plan	$ -	$ -
5.1	Production Environment	$ -	$ -
5.2	Technical Live	$ 4,642.00	$ 4,177.80
6.1	System Training	$ 4,000.00	$ 3,600.00
6.2	User Documentation	$ -	$ -
7.1	Clinical Live	$ -	$ -
7.2	Final Acceptance	$ -	$ -

Total Implementation Cost	**$ 49,642.00**	**$44,677.80**
Final Payment of 10% withhold	**$ 4,964.20**	

C. OLIVE VIEW UCLA MEDICAL CENTER (OLIVE VIEW)

DELIVERABLE NUMBER	DELIVERABLE DESCRIPTION	DELIVERABLE AMOUNT	EXTENDED AMOUNT[1]
1.1	Implementation Plan	$ -	$ -
1.2	Status Reports and Conferences	$ -	$ -
2.1	Minimum System Environment Configuration	$ -	$ -
2.2	Installed System Hardware and System Software	$ 20,000.00	$18,000.00
3.1	Interface Plan	$ -	$ -
3.2	Installed Existing Interfaces	$ 15,000.00	$13,500.00
4	Test Plan	$ -	$ -
5.1	Production Environment	$ -	$ -
5.2	Technical Live	$ 4,642.00	$ 4,177.80
6.1	System Training	$ 4,000.00	$ 3,600.00
6.2	User Documentation	$ -	$ -
7.1	Clinical Live	$ -	$ -
7.2	Final Acceptance	$ -	$ -

Total Implementation Cost	**$ 43,642.00**	**$39,277.80**
Final Payment of 10% withhold	**$ 4,364.20**	

D. RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER (RLA)

DELIVERABLE NUMBER	DELIVERABLE DESCRIPTION	DELIVERABLE AMOUNT	EXTENDED AMOUNT[1]
1.1	Implementation Plan	$ -	$ -
1.2	Status Reports and Conferences	$ -	$ -
2.1	Minimum System Environment Configuration	$ -	$ -
2.2	Installed System Hardware and System Software	$ 20,000.00	$18,000.00
3.1	Interface Plan	$ -	$ -
3.2	Installed Existing Interfaces	$ 15,000.00	$13,500.00
4	Test Plan	$ -	$ -
5.1	Production Environment	$ -	$ -
5.2	Technical Live	$ 4,642.00	$ 4,177.80
6.1	System Training	$ 4,000.00	$ 3,600.00
6.2	User Documentation	$ -	$ -
7.1	Clinical Live	$ -	$ -
7.2	Final Acceptance	$ -	$ -

Total Implementation Cost	**$ 43,642.00**	**$39,277.80**
Final Payment of 10% withhold	**$ 4,364.20**	

E. MARTIN LUTHER KING JR. MACC (MLK)

DELIVERABLE NUMBER	DELIVERABLE DESCRIPTION	DELIVERABLE AMOUNT	EXTENDED AMOUNT[1]
1.1	Implementation Plan	$ -	$ -
1.2	Status Reports and Conferences	$ -	$ -
2.1	Minimum System Environment Configuration	$ -	$ -
2.2	Installed System Hardware and System Software	$ 20,000.00	$18,000.00
3.1	Interface Plan	$ -	$ -
3.2	Installed Existing Interfaces	$ 15,000.00	$13,500.00
4	Test Plan	$ -	$ -
5.1	Production Environment	$ -	$ -
5.2	Technical Live	$ 4,642.00	$ 4,177.80
6.1	System Training	$ 4,000.00	$ 3,600.00
6.2	User Documentation	$ -	$ -
7.1	Clinical Live	$ -	$ -
7.2	Final Acceptance	$ -	$ -

Total Implementation Cost	**$ 43,642.00**	**$39,277.80**
Final Payment of 10% withhold	**$ 4,364.20**	

F. HIGH DESERT HEALTH SYSTEM (HD)

DELIVERABLE NUMBER	DELIVERABLE DESCRIPTION	DELIVERABLE AMOUNT	EXTENDED AMOUNT[1]
1.1	Implementation Plan	$ -	$ -
1.2	Status Reports and Conferences	$ -	$ -
2.1	Minimum System Environment Configuration	$ -	$ -
2.2	Installed System Hardware and System Software	$ 20,000.00	$18,000.00
3.1	Interface Plan	$ -	$ -
3.2	Installed Existing Interfaces	$ 15,000.00	$13,500.00
4	Test Plan	$ -	$ -
5.1	Production Environment	$ -	$ -
5.2	Technical Live	$ 4,642.00	$ 4,177.80
6.1	System Training	$ 4,000.00	$ 3,600.00
6.2	User Documentation	$ -	$ -
7.1	Clinical Live	$ -	$ -
7.2	Final Acceptance	$ -	$ -

Total Implementation Cost	**$ 43,642.00**	**$39,277.80**
Final Payment of 10% withhold	**$ 4,364.20**	

II. IMPLEMENTATION COST

The Implementation Cost for each County Facility is detailed below.

	LAC+USC	HARBOR UCLA	OLIVE VIEW	RLA	MLK	HD	TOTAL
Additional Hardware (Harbor UCLA only as per Attachment A.2)		$6,000.00					
Software Development Kit License	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$120,000.00
SQL Software License	$4,642.00	$4,642.00	$4,642.00	$4,642.00	$4,642.00	$4,642.00	$27,852.00
Training	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$24,000.00
HL7 Integration	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$90,000.00
Total One Time Cost	$43,642.00	$49,642.00	$43,642.00	$43,642.00	$43,642.00	$43,642.00	$267,852.00

III. ANNUAL FEES

The Annual Fee for each County Facility for each year of the Initial Term includes the annual fees for Maintenance and Support as well as License fee in the amount of $21,444.00. During the Extended Term, Contractor shall be paid the Annual Fee exclusive of the annual License fee.

	LAC+USC	Harbor UCLA	Olive View	RLA	MLK	HD	Total
Annual Fee - Initial Term	$61,444.00	$61,444.00	$61,444.00	$61,444.00	$61,444.00	$61,444.00	$368,664.00
Annual Fee - Extended Term	$40,000.00	$40,000.00	$40,000.00	$40,000.00	$40,000.00	$40,000.00	$240,000.00

Commencing with Final Acceptance, Contractor shall be paid for Maintenance and Support monthly, in arrears, one twelfth (1/12th) of the applicable Annual Fee (hereinafter "Monthly Fee").

IV. OPTIONAL WORK

A. PROFESSIONAL SERVICES

1. CONSULTING SERVICES

Any agreed to Consulting Services shall be provided by Contractor to County in accordance with Paragraph 8.5 (Optional Work) of the body of the Agreement and Task 9 (Provide Optional Work) of Exhibit A (Statement of Work) following agreement for a not-to-exceed Maximum Fixed Price. If travel and living expenses are included in the fees quoted, such travel and living expenses may be billable if reasonable, are quoted and approved in advance by County, are based on actual expenditures and do not exceed County's then current travel expense reimbursement rates.

2. ADDITIONAL TRAINING

Any agreed upon Additional Training shall be provided by Contractor in accordance with Paragraph 8.5 (Optional Work) of the body of the Agreement and Task 9 (Provide Optional Work) of Exhibit A (Statement of Work) at the fees and prices specified below, which shall not increase during the term of the Agreement.

SESSION TYPE	DESCRIPTION / NUMBER OF HOURS	PER-SESSION RATE	MAXIMUM FIXED PRICE
On-line training	Unlimited use	No charge	N/A
Hourly No limit on class size	One (1) hour Up to seven (7) hours	$275.00 per hour	As agreed, plus travel and living expenses, subject to County's limitations set forth in Exhibit J (County's travel Expense Reimbursement Policy)
Daily No limit on class size	Eight (8) hours per day	$2,000.00 per day	As agreed, plus travel and living expenses, subject to County's limitations set forth in Exhibit J (County's travel Expense Reimbursement Policy)

B. FUTURE INTERFACES

Any agreed to Future Interfaces, including New Interfaces and Modified Interfaces, shall be provided by Contractor to County in accordance with Paragraph 8.5 (Optional Work) of the body of the Agreement and Task 9 (Provide Optional Work) of Exhibit A (Statement of Work) following agreement for a not-to-exceed Maximum Fixed Price. If travel and living expenses are included in the fees quoted, such travel and living expenses may be billable if reasonable, are quoted and approved in advance by County, are based on actual expenditures and do not exceed County's then current travel expense reimbursement rates.

V. POOL DOLLARS

This Agreement allocates the maximum amount of $360,000 as Pool Dollars. Pool Dollars may be used for acquiring Optional Work provided by Contractor in accordance with Paragraph 8.5 (Optional Work) of the body of the Agreement and Task 9 (Provide Optional Work) of Exhibit A (Statement of Work) by executing a Change Notice in accordance with Paragraph 4 (Change Notices and Amendments) of the body of the Agreement. Following acquisition of Optional Work using Pool Dollars, Attachment A.6 (Optional Work) shall be updated by County to reflect the remaining Pool Dollars balance. Pool Dollars shall also be used to reimburse Contractor for any and all reasonable travel and living expenses specifically approved by County, if any, provided such expenses are approved by County in advance, are based on actual expenditures and do not exceed County's then current travel expense reimbursement rates.

VI. CONTRACT SUM

Contract Sum shall be County's maximum obligation under the Agreement and shall include the cost of System Software, Server Environment, Implementation Services, Maintenance and Support, Pool Dollars for Optional Work. The Contract Sum under the Agreement, including any and all sales tax amounts, is Three Million Nine Hundred Twenty Eight Thousand Five Hundred Dollars ($3,928,500) and includes the following:

	LAC+USC	HARBOR UCLA	OLIVE VIEW	RLA	MLK	HD	TOTAL
Additional Hardware (Harbor UCLA only as per attachment A2)		$6,000.00					$6,000.00
Software Development Kit License	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$120,000.00
SQL Software License	$4,642.00	$4,642.00	$4,642.00	$4,642.00	$4,642.00	$4,642.00	$27,852.00
Training	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$24,000.00
HL7 Integration	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$90,000.00
Total One Time Cost	$43,642.00	$49,642.00	$43,642.00	$43,642.00	$43,642.00	$43,642.00	$267,852.00
Annual Fee - Initial Term (7yrs)	$430,108.00	$430,108.00	$430,108.00	$430,108.00	$430,108.00	$430,108.00	$2,580,648.00
Annual Fee – Extended Term (3 yrs)	$120,000.00	$120,000.00	$120,000.00	$120,000.00	$120,000.00	$120,000.00	$720,000.00
Pool Dollars							$360,000.00
Contract Sum							$3,928,500.00

EXHIBIT C

IMPLEMENTATION PLAN

JULY 2009

County and Contractor shall finalize the Implementation Plan, which will follow the format in this Exhibit C in accordance with subtask 1.1 (Develop Implementation Plan) of Exhibit A (Statement of Work).

I. LAC+USC – PROJECT START DATE: TBD

DELIVERABLE NUMBER	DELIVERABLE DESCRIPTION	ASSOCIATED MILESTONE	DUE DATE
1.1	Implementation Plan		
1.2	Status Reports and Conferences		
2.1	Minimum System Environment Configuration		
2.2	Installed System Hardware and System Software		
3.1	Interface Plan		
3.2	Installed Existing Interfaces		
4.	Test Plan		
5.1	Production Environment		
5.2	Technical Live		
6.1	System Training		
6.2	User Documentation		
7.1	Clinical Live		
7.2	Final Acceptance		

II. HUMC – PROJECT START DATE: TBD

DELIVERABLE NUMBER	DELIVERABLE DESCRIPTION	ASSOCIATED MILESTONE	DUE DATE
1.1	Implementation Plan		
1.2	Status Reports and Conferences		
2.1	Minimum System Environment Configuration		
2.2	Installed System Hardware and System Software		
3.1	Interface Plan		
3.2	Installed Existing Interfaces		
4.	Test Plan		
5.1	Production Environment		
5.2	Technical Live		
6.1	System Training		
6.2	User Documentation		
7.1	Clinical Live		
7.2	Final Acceptance		

III. OVMC – PROJECT START DATE: TBD

DELIVERABLE NUMBER	DELIVERABLE DESCRIPTION	ASSOCIATED MILESTONE	DUE DATE
1.1	Implementation Plan		
1.2	Status Reports and Conferences		
2.1	Minimum System Environment Configuration		
2.2	Installed System Hardware and System Software		
3.1	Interface Plan		
3.2	Installed Existing Interfaces		
4.	Test Plan		
5.1	Production Environment		
5.2	Technical Live		
6.1	System Training		
6.2	User Documentation		
7.1	Clinical Live		
7.2	Final Acceptance		

IV. RLA – PROJECT START DATE: TBD

DELIVERABLE NUMBER	DELIVERABLE DESCRIPTION	ASSOCIATED MILESTONE	DUE DATE
1.1	Implementation Plan		
1.2	Status Reports and Conferences		
2.1	Minimum System Environment Configuration		
2.2	Installed System Hardware and System Software		
3.1	Interface Plan		
3.2	Installed Existing Interfaces		
4.	Test Plan		
5.1	Production Environment		
5.2	Technical Live		
6.1	System Training		
6.2	User Documentation		
7.1	Clinical Live		
7.2	Final Acceptance		

V. MLK – PROJECT START DATE: TBD

DELIVERABLE NUMBER	DELIVERABLE DESCRIPTION	ASSOCIATED MILESTONE	DUE DATE
1.1	Implementation Plan		
1.2	Status Reports and Conferences		
2.1	Minimum System Environment Configuration		
2.2	Installed System Hardware and System Software		
3.1	Interface Plan		
3.2	Installed Existing Interfaces		
4.	Test Plan		
5.1	Production Environment		
5.2	Technical Live		
6.1	System Training		
6.2	User Documentation		
7.1	Clinical Live		
7.2	Final Acceptance		

VI. HIGH DESERT – PROJECT START DATE: TBD

DELIVERABLE NUMBER	DELIVERABLE DESCRIPTION	ASSOCIATED MILESTONE	DUE DATE
1.1	Implementation Plan		
1.2	Status Reports and Conferences		
2.1	Minimum System Environment Configuration		
2.2	Installed System Hardware and System Software		
3.1	Interface Plan		
3.2	Installed Existing Interfaces		
4.	Test Plan		
5.1	Production Environment		
5.2	Technical Live		
6.1	System Training		
6.2	User Documentation		
7.1	Clinical Live		
7.2	Final Acceptance		

EXHIBIT D

SERVICE LEVEL REQUIREMENTS

JULY 2009

GENERAL

This Exhibit D sets forth Contractor's service level commitment with respect to the System provided by Contractor under the Agreement. Capitalized terms used in this Exhibit D without definition shall have the meanings given to such terms in the body of this Agreement.

The following Schedules are attached to and form a part of this Exhibit D:
Schedule D.1 – Maintenance and Support Assumptions
Schedule D.2 – County Remote Access Policies

I. SCOPE OF SERVICES

A. DESCRIPTION

Contractor shall provide Maintenance and Support services, including certain warranties, in accordance with the requirements set forth in the body of the Agreement and this Exhibit D. Maintenance and Support services include Maintenance Services and Support Services, as more fully described below. Maintenance and Support services shall commence in accordance with the provisions set forth in Paragraph 5.4 (Maintenance and Support) of the body of the Agreement and shall continue for the term of the Agreement.

Contractor shall provide Maintenance and Support services for the System from Contractor's business premises or at the County site, as necessary to fulfill its obligations under the Agreement.

B. DEFINITIONS

1. As used herein, the term "Downtime Discount" shall the discount to be applied to the Monthly Fees for Unscheduled Downtime as specified in Section V.A (System Availability Deficiencies) of Exhibit D (Service Level Requirements).

2. As used herein, the term "External Downtime" shall have the meaning set forth in Section II.B.3 (Downtime) below.

3. As used herein, the term "Heartbeat" shall mean the automated remote tool used by Contractor by Contractor to monitor System Performance.

4. As used herein, the term "Heartbeat Support System" shall mean Contractor's system using Heartbeat to actively monitor the System, including server and application health indicators.

5. As used herein, the term "High Priority Deficiencies" shall mean the Deficiencies identified in Section III.B (High Priority Deficiencies) below.

6. As used herein, the term "Maximum Response Time" shall have the meaning set forth in Section IV.C.2 (System Response Time Warranty) below.

7. As used herein, the term "Modality" shall mean the device used to capture medical images in a DICOM 3.0 format, native DICOM 3.0 format or in a generally accepted industry standard format that is a successor of the DICOM 3.0 format.

8. As used herein, the terms "Problem Management System" and "PMS" shall mean Contractor's system for reporting, tracking and monitoring resolution of System problems reported by County or identified by Contractor.

9. As used herein, the terms "Problem Management Ticket" and "PM Ticket" shall mean a tracking number or other identifier issued by Contractor's PMS for tracking resolution of System problems reported by County or identified by Contractor.

10. As used herein, the term "Scheduled Downtime" shall have the meaning set forth in Section II.B.3 (Downtime) below.

11. As used herein, the term "Standard Point of Demarcation" shall mean the network connection interface on the System Hardware.

12. As used herein, the term "Study" shall mean a collection of one or more medical images that generated for a single patient from a single Modality as a single Digital Imaging and Communications in Medicine (DICOM) unique identifier and transformed into a flexible hierarchical representation using the System.

13. As used herein, the term "Support Hours" shall mean twenty-four (24) hours per day, seven (7) days per week, 365/366 days per year.

14. As used herein, the term "Supported Release" shall have the meaning set forth in Section II.A.2 (Software Support) below.

15. As used herein, the term "Unscheduled Downtime" shall have the meaning set forth in Section II.B.3 (Downtime) below.

II. MAINTENANCE AND SUPPORT

A. SYSTEM SOFTWARE

1. UPDATES

As part of Maintenance and Support services related to System Software, Contractor shall provide Updates as described in this Section II.A.1 below.

Contractor shall provide Updates to System Software to keep current with Contractor's technology standards, industry standards including applicable Third Party Software, upgrades, enhancements, updates, regulatory and statutory changes, patches, bug fixes, etc., and as provided to Contractor's general customer base (hereinafter collectively "Maintenance Services"). Without limiting the other provisions of this Agreement, including, without limitation, this Exhibit D and all Schedules thereto, Version Releases shall be provided to County when provided to Contractor's general customer base, unless otherwise agreed to by County and Contractor.

Contractor shall offer to County Updates and all Documentation related thereto promptly after the creation thereof and release to its general customer base. Contractor shall notify County of all Updates to the Application Software prior to the anticipated installation date therefor. Installation of each Update shall be subject to prior written approval of County's Project Director or his/her designee and shall be performed at a date and time mutually agreeable to both Contractor and County. If an Update is to address a patient-care issue, Federal Drug Enforcement Agency (FDA) reportable event

or HIPAA related issue, County will waive its right of approval and authorize Contractor to install such an Update, as soon as practicable for both parties. Contractor's provision and assistance in the installation of such Updates to the Application Software shall be at no additional cost to County beyond the Maintenance Fees. If a security problem in the System Software (e.g., closing "back door" or other intrusion-related problem) is identified by Contractor or County, Contractor shall provide to County within ten (10) calendar days of Contractor's knowledge of the existence of such security problem, either an Update curing such security problem or a workaround and a mitigation plan approved by County's Project Director for curing such security problem.

2. SOFTWARE SUPPORT

Contractor shall support the current Version Release of Application Software and one (1) prior Version Release ("Supported Release"). A prior Version Release is the most recent Version Release with a lower Version Release number than the current Version Release. Contractor shall provide Application Software Updates as needed to ensure that County uses a Supported Release.

Contractor shall support all Components of the Supported Release of Application Software in their respective then-existing architecture and for their respective then-existing versions. In the event Contractor releases a Replacement Product for the System, Contractor shall upgrade County's System at no additional cost.

Contractor shall maintain and support all Interfaces developed by Contractor.

3. THIRD PARTY SOFTWARE

As part of Maintenance and Support services, Contractor shall provide ongoing maintenance of the Application Software's compatibility with Third Party Software.

Prior to the installation of Updates to the Application Software or Future Interfaces, Contractor shall test the compatibility of such Updates and Future Interfaces with the then current Third Party Software to ensure that the Application Software and the Third Party Software are compatible. County shall test the compatibility of the Application Software the Third Party Software updates and report its findings to Contractor. In the event it is determined that any required Third Party Software update is not compatible with the Application Software, Contractor shall provide County with a workaround to protect the integrity of the Application Software until such time as the Deficiency is corrected.

Compatibility issues between Application Software and Third Party Software shall be subject to the provisions of Section III (Problem Resolution).

B. SYSTEM HARDWARE

1. HARDWARE MAINTENANCE

As part of its Maintenance and Support obligations, Contractor shall diagnose all System Hardware related problems reported by County. As part of System Hardware problem resolution Contractor shall correct all problems reported by County or identified by Contractor and shall restore full operation of the System Hardware. System Hardware support includes the installation of operating system patches and upgrades required by Contractor for continued System operation or otherwise

Contractor shall upgrade or replace System Hardware or any of its Components during the term of the Agreement to (a) comply with the System Performance Warranty, and (b) if necessary, to support an

Update to the System Software by: (i) performing hardware refresh, as necessary; (ii) re-racking or otherwise reconfiguring System Hardware; (iii) upgrading System Hardware and/or System Software, as necessary; and/or (iv) as otherwise necessary to comply with Contractor's Maintenance and Support obligations, including warranties, set forth herein.

Contractor shall provide connectivity testing for all Modalities without charge. While Contractor will not validate and warrant the quality of the data generated by County Modalities, Contractor shall confirm that the Modality connects to the System and the System is able to store and display the data as delivered by the Modality. Contractor shall cooperate with the County Modality vendors at no charge to troubleshoot any Modality connectivity issues.

2. SYSTEM PERFORMANCE

County from time to time may request that Contractor evaluate and report System Performance relating to the agreed upon System Performance Warranty set forth in section IV.C (System Performance Warranty) of this Exhibit D. Contractor shall so evaluate and report on the performance of the System in accordance with a monitoring plan mutually agreed upon between County's Project Manager and Contractor's Project Manager or Contractor's Customer Advocate, as applicable, in connection with County's request.

Contractor shall use automated remote monitoring solutions to actively monitor the System, including server and application health indicators (i.e., "Heartbeat"). In the event that the Heartbeat Support System detects a fault, Contractor shall immediately open a new PM Ticket in Contractor's Problem Management System for resolution.

3. DOWNTIME

a. Unscheduled Downtime

For the purpose of this Exhibit D, "Unscheduled Downtime" shall mean all time that the System Software cannot be accessed beyond the Standard Point of Demarcation by all Users due to a cause that originates within the System Hardware or System Software. Unscheduled Downtime does not include Scheduled Downtime or External Downtime. Measurement of Unscheduled Downtime begins when County notifies Contractor's customer support of the existence of Unscheduled Downtime. Contractor's customer support will immediately issue and log a PM Ticket upon confirmation of Unscheduled Downtime. Unscheduled Downtime ends when Contractor's customer support confirms and records the resumption time of the availability of the System Software and/or receives one Heartbeat report back from the System Hardware confirming System Software availability, provided, however, that if a Heartbeat report would have been received but for external problems that prevent the Heartbeat report from reaching Contractor, downtime ends as agreed to by Contractor and County.

b. Scheduled Downtime

For the purpose of this Exhibit D, "Scheduled Downtime" shall mean all time that the System Software cannot be accessed due to scheduled maintenance including, but not limited to, preventative maintenance, updates, upgrades, scheduled reboots and restarts. Contractor shall work with County to determine a mutually agreeable time for Scheduled Downtime. In the event that downtime is required to remedy an FDA reportable event or HIPAA related issue, Contractor shall determine the final timing for Scheduled Downtime to comply with the regulatory requirements.

c. External Downtime

For the purpose of this Exhibit D, “External Downtime” shall mean all time that the System Software cannot be accessed due to causes beyond Contractor’s reasonable control and occurring without its fault or negligence, including, without limitation, war, terrorism, strikes, fires, floods, acts of God, governmental restrictions, power failures or surges, computer viruses that circumvent industry-standard virus protection measures, disruptions in telephone service or manual shutdowns by County.

C. SYSTEM SUPPORT

Contractor shall provide support services in respect to the System as described in this Exhibit D and this Agreement generally (hereinafter collectively "Support Services"). As part of its Support Services, Contractor shall provide operational support for the System during the Support Hours, including, without limitation, through a Help Desk. Such operational support shall include Support Services to correct any System Hardware and System Software problems and to remedy Deficiencies in such a way that the System shall operate in accordance with Specifications, including the Functional Requirements and System Performance Requirements. Contractor shall provide Support Services for all Deficiencies during Support Hours while County is covered by Maintenance and Support.

During the term of the Agreement and subject to the applicable warranty provisions, Contractor shall provide Support Services for the System as set forth in the Contractor’s then current “Customer Service and Technical Support Procedures” and in this Exhibit D.

III. PROBLEM RESOLUTION

A. IDENTIFICATION OF DEFICIENCIES

The Deficiencies under this Agreement may be identified either as a result of Contractor's use of its Heartbeat Support System or discovered by County or Contractor. Upon discovery of a Deficiency by County, County will report the Deficiency to Contractor’s Help Desk for resolution in accordance with this Exhibit D.

The Priority Level of a Deficiency will be assigned by Contractor, provided that any Deficiencies, which County determines to be High Priority, shall be assigned the heightened Priority Level as specified in Section III.B (High Priority Deficiencies) below. Based on Contractor’s proposed solution to correct the Deficiency and/or workaround(s) for the Deficiency, County may request that Contractor escalate the Priority Level of the Deficiency pursuant to Section III.C.3 (Escalation).

County will report any discovered System Deficiencies to Contractor's customer support center during Support Hours via telephone at 877-328-2808 or as otherwise directed in writing by Contractor.

B. HIGH PRIORITY DEFICIENCIES

The Deficiencies identified below shall be considered High Priority Deficiencies. Contractor’s goal is to resolve such Deficiencies within the timeframes as follows:

DEFICIENCY TYPE	DESCRIPTION OF DEFICIENCY	RESOLUTION TIME GOAL
Functional	Widespread System unavailability; or Production Environment of the System is down; or Application Software or test system cannot be used on any workstation; or Application Software cannot be used or disrupts functionality to the extent the System cannot be used.	Four (4) hours, beginning when County reports the Deficiency to Contractor. Contractor shall assign Priority Level 0 or 1 at a minimum, subject to escalation.
System Availability	A problem that critically or severely degrades the performance of the Application Software or materially restricts business; or restricts the use of one or more features of the Application Software to perform necessary business functions but does not completely restrict usage of the Application Software; or ability to use the Application Software, but an important function is not available and operations are severely impacted.	Thirty-six (36) hours, beginning when County reports the Deficiency to Contractor. Contractor shall assign Priority Level 2 at a minimum, subject to escalation.
System Response Time	A problem that causes only a minor impact on the use of the Application Software (e.g., workstation specific issues, issues with test environment), but the problem can be easily circumvented; or the problem can cause some functional restrictions, but does not have a critical or severe impact on operations.	Two (2) weeks, beginning when County reports Deficiency to Contractor. Contractor shall assign Priority Level 3 at a minimum, subject to escalation.

C. RESOLUTION OF DEFICIENCIES

1. RESOLUTION PROCESS

The following shall be the process for tracking and/or resolving the Deficiencies reported by County and its Users.

a. Contractor shall utilize its own Problem Management System (PMS) for Deficiency reporting and tracking as per its "Customer Service and Technical Support Procedures."

b. County will identify County staff authorized to access and initiate incident reports/service requests. County will notify Contractor in writing of all such authorized personnel.

c. The Priority Level of the Deficiency shall be assigned by Contractor upon County reporting the Deficiency to Contractor's Help Desk in accordance with this Exhibit D and Contractor's then current "Customer Service and Technical Support Procedures," with the exception of High Priority Deficiencies, the identification and Priority Level assignment of which shall be subject to the provisions of Section III.B (High Priority Deficiencies) above.

d. Contractor shall commence to develop a workaround or a fix, if applicable, and maintain a sustained level of effort until such workaround or fix is available.

e. Contractor's Help Desk will address each reported or identified incident in accordance with this Exhibit D and Contractor's then current "Customer Service and Technical Support Procedures".

2. RESPONSE

Contractor shall either resolve, or escalate a Deficiency reported by County in accordance with Contractor's then current "Customer Service and Technical Support Procedures" and this Exhibit D. In the event that on-site System Hardware support is required, if Contractor cannot promptly resolve

the Deficiency, Contractor shall target sending a service technician to County's designated location within four (4) hours or as soon as possible, upon Contractor's determination of the need to deploy a service technician.

3. ESCALATION

If mutually agreed by County and Contractor, Contractor shall escalate a Deficiency's Priority Level as necessary for resolution. Contractor shall appoint Contractor's Customer Advocate to act as a liaison between County and Contractor. Contractor's Customer Advocate shall assist County with all aspects of Maintenance and Support and Deficiency resolution and escalation, as required by County. County may engage the support of Contractor's Customer Advocate at any time and for any aspects of the System. Contractor's Customer Advocate will advise County of any changes related to Maintenance and Support.

If a High Priority Deficiency is not resolved within the applicable Resolution Time goal set forth in Section III.B (High Priority Deficiencies), in addition to other remedies available to County under this Exhibit D, Contractor shall escalate the problem to the next higher level of technical support as set forth in Contractor's then current "Customer Service and Technical Support Procedures" and this Exhibit D. County will also have the right to report any High Priority Deficiency to the lead technical support representative or to the director of Contractor's technical support unit at the telephone number provided by Contractor.

4. RESOLUTION

Contractor shall use best efforts to resolve each System Deficiency reported hereunder in accordance with the applicable Resolution Time goal specified in Section III.B (High Priority Deficiencies) and Contractor's then current "Customer Service and Technical Support Procedures." The time for resolving each Deficiency shall start tolling when County notifies Contractor of such Deficiency by telephone or otherwise, including Contractor's PMS, and shall end when Contractor submits resolution of such Deficiency to County's Project Director for approval thereof in accordance with Paragraph 2.4 (Approval of Work) of the body of this Agreement, provided such resolution is sufficient to demonstrate that the System meets the requirements of this Agreement, including the Specifications.

Contractor shall assign a Contractor technical support team member to diagnose and determine the course of action to resolve Deficiencies, including, as necessary, escalation of High Priority Deficiency errors to any available resources within Contractor, such as senior support staff, system engineers and Contractor's management. Contractor shall maintain ongoing communication with County regarding the status of correction of all Deficiencies reported or discovered. In addition, County may contact Contractor personnel to inquire about the status of resolution of any High Priority Deficiency.

County will have appropriate resources available throughout the duration of each Deficiency to provide reasonable cooperation and assistance to Contractor and will authorize immediate administrative rights, including but not limited to a local administrative account on the device being worked on, and network administrative access, up to potentially domain administrative privileges and any other necessary access to devices or facilities that would help troubleshoot the issue at hand, subject to County's obligations to provide server access set forth in Schedule D.1 (Maintenance and Support Assumptions).

IV. WARRANTIES

A. GENERAL

Contractor represents, warrants, covenants and agrees that throughout the term of this Agreement:

1. Contractor shall comply with the descriptions and representations set forth in this Agreement, including Exhibit A (Statement of Work) with all Attachments thereto, Functional Requirements and System Performance Requirements.

2. All System Components shall interface and be compatible with each other; and the System Components, when taken together, shall be capable of delivering all of the functionality as set forth in this Agreement (including, without limitation, the Recitals, Functional Requirements, System Performance Requirements and the Specifications).

3. Unless specified otherwise herein, the System shall be free from any and all material Deficiencies.

4. The level of Maintenance and Support services shall not degrade during the term of the Agreement.

5. Contractor shall not intentionally cause any unplanned interruption of the operations of, or accessibility to the System or any System Component through any device, method or means including, without limitation, the use of any "virus", "lockup", "time bomb", or "key lock", "worm", "back door" or "Trojan Horse" device or program, or any disabling code, which has the potential or capability of compromising the security of County's confidential or proprietary information or of causing any unplanned interruption of the operations of, or accessibility of the System or any System Component to County or any User or which could alter, destroy, or inhibit the use of the System, any System Component, or the data contained therein (collectively referred to for purposes of this Paragraph IV.A.5 as "Disabling Device(s)"), which could block access to or prevent the use of the System or any System Component by County or Users. Contractor represents, warrants and agrees that it has not purposely placed, nor is it aware of, any Disabling Device on any System Component provided to County under this Agreement, nor shall Contractor knowingly permit any subsequently delivered System Component to contain any Disabling Device, other than lock-offs contained on the delivered media which only prevents use of software contained on such media other than System Components.

   In addition, Contractor shall prevent viruses from being incorporated or introduced into the System Software or updates or enhancements thereto prior to delivery and installation thereof to County, and shall utilize reasonable commercial efforts, including using the latest commercially available virus protection software, to prevent any viruses being incorporated or introduced in the process of Contractor's loading of System Software, or updates and enhancements thereto, or being introduced in the process of Contractor's performance of on-line support. County acknowledges that Contractor is not the manufacturer of the virus protection software and Contractor is not liable for any damages arising or resulting from a virus that defeats the virus protection software. However, Contractor shall use best efforts to mitigate any damage caused by such virus and restore the System back to production at no cost to County. County is solely responsible for virus protection measures on County's Client Hardware and Client Network.

B. SYSTEM SOFTWARE

Contractor also represents, warrants, covenants and agrees that throughout the term of this Agreement:

1. While County is covered by Maintenance and Support, Contractor shall support all Supported Releases of Application Software during the term of this Agreement.

2. System Software shall have full compatibility with the Modalities.

3. None of the Third Party Software listed in Section I.B (Third Party Software) of Attachment A.2 (System Configuration) requires execution by County of software licenses with third parties.

4. The System Software components shall interface and be compatible with each other; and the System Software components, when taken together, shall be capable of delivering all of the functionality as set forth in this Agreement (including, without limitation, the Recitals, Functional Requirements, System Performance Requirements and the Specifications).

C. SYSTEM PERFORMANCE WARRANTY

Contractor also represents, warrants, covenants and agrees that, throughout the term of this Agreement, the System shall meet the System performance requirements (hereinafter "System Performance Warranty" or "System Performance Requirements") specified below:

1. SYSTEM AVAILABILITY WARRANTY

Contractor represents, warrants, covenants and agrees that the System will be available 99.9% of the time during any given month (hereinafter "System Availability Warranty", "System Availability Requirements" or "Uptime Warranty"). Uptime for a given month is measured using the following formula:

(1 – Minutes of Unscheduled Downtime / Total Number of Minutes in Month)* x *100%

All time is measured in one-minute increments with fractions truncated. One month is defined as a calendar month. For purposes of System Availability Warranty, a 31-day month has 44,640 minutes, a 30-day month has 43,200 minutes, a 29-day month has 41,760 and a 28-day month has 40,320 minutes.

If a recoverable failure occurs on a redundant component, this event shall not be considered Unscheduled Downtime. For example, if one RAID volume goes down but the System remains available, then the System is not considered to be experiencing Unscheduled Downtime. Likewise, if Contractor supplies a cluster of redundant servers and one of the servers is unavailable, then that event is not considered Unscheduled Downtime, so long as the user can access an active server.

The presence on the System Hardware of software other than System Software that has not been approved by Contractor may invalidate this System Availability Warranty.

2. SYSTEM RESPONSE TIME WARRANTY

a. Contractor warrants that the System will deliver and display the base resolution (thumbnail) image, on an average under three (3) seconds over a 60 minute period, measured from the time the single exam is selected from the work list tab or timeline, not including the activation of cine motion or loading of an entire data set for display (hereinafter "System Response Time Warranty" or "System Response Time Requirements" or "Maximum Response Time"), provided that:

i. The System is not undergoing an Acceptance Test or other System test agreed to by the parties, disaster recovery or other non-operational System condition, that would require greater than 50% of customers' network bandwidth; and

ii. County's network is properly configured as set forth in Section IV.C.1 (System Availability Warranty) above.

b. The System Response Time Warranty applies for up to 250 concurrent iSite Enterprise users on a switched 10 Mbps LAN. As used herein, the term "concurrent users" means the identified number of users logged on to the System simultaneously under normal operational conditions as defined by that type of user.

c. In the event that the System does not satisfy the System Response Time Warranty, Contractor shall begin system diagnostics after receiving notice from County of System Performance issues, and shall treat the issue as a critical support issue. Contractor shall provide sustained efforts to resolve all critical issues. If the System is not remedied to satisfy the System Response Time Warranty within ten (10) days, the system shall be considered to be experiencing Unscheduled Downtime for purposes of the Uptime Warranty.

V. REMEDIES

Contractor's failure to correct the Deficiencies or to meet the warranties specified herein shall entitle County to the remedies as set forth in this Section V below, as applicable.

A. SYSTEM AVAILABILITY DEFICIENCIES

In the event that Contractor is unable to meet the Uptime Warranty specified in Section IV.C.1 (System Availability Warranty) in any particular month, Contractor shall discount the applicable Monthly Fee (hereinafter "Downtime Discount") as follows:

SYSTEM UPTIME (I.E., "X")	DISCOUNT
99.9% ≤ x	None
98.9% ≤ x < 99.9%	5%
97.9% ≤ x < 98.9%	10%
96.9% ≤ x < 97.9%	15%
95.9% ≤ x < 96.9%	20%
94.9% ≤ x < 95.9%	25%
93.9% ≤ x < 94.9%	30%
92.9% ≤ x < 93.9%	35%
91.9% ≤ x < 92.9%	40%
90.9% ≤ x < 91.9%	45%
89.9% ≤ x < 90.9%	50%
88.9% ≤ x < 89.9%	55%
87.9% ≤ x < 88.9%	60%
86.9% ≤ x < 87.9%	65%
85.9% ≤ x < 86.9%	70%
84.9% ≤ x < 85.9%	75%
x < 84.9%	Monthly Fee Waived

B. SYSTEM RESPONSE TIME DEFICIENCIES

In the event that Contractor is unable to meet the System Response Time Warranty specified in Section IV.C.2 (System Response Time Warranty) in any particular month, County may be entitled to the Downtime Discount as follows:

1. If the System Response Time is greater than ten (10) seconds, Contractor shall have thirty-six (36) hours to remedy the Deficiency commencing from the time such System Response Time Deficiency is reported or identified. If the System Response Time Deficiency is not remedied within thirty-six (36) hours, the System will be considered to be experiencing Unscheduled Downtime for purposes of Uptime Warranty, for which County shall receive Downtime Discount calculated in accordance with Section V.A (System Availability Deficiencies) commencing upon expiration of such thirty-six (36) hours.

2. If the System Response Time is greater than three (3) seconds but less than or equal to ten (10) seconds, Contractor shall have ten (10) days to remedy the Deficiency commencing from the time such System Response Time Deficiency is reported or identified. If the System Response Time Deficiency is not remedied within ten (10) days, the System will be considered to be experiencing Unscheduled Downtime for purposes of Uptime Warranty, for which County shall receive Downtime Discount calculated in accordance with Section V.A (System Availability Deficiencies) commencing upon expiration of such ten (10) days.

C. FUNCTIONAL DEFICIENCIES

In the event that Contractor fails to correct a Functional Deficiency within the Resolution Time goal set forth in Section III.B (High Priority Deficiencies), County shall be entitled to immediately escalate the Deficiency to the highest level of support offered by Contractor and to invoke the Dispute Resolution Procedure.

SCHEDULE D.1

MAINTENANCE AND SUPPORT ASSUMPTIONS

JULY 2009

This Schedule D.1 sets forth assumptions and obligations of the parties for accessing and using the System

I. ASSUMPTIONS

A. CLIENT ENVIRONMENT

County will provide a Client Environment in accordance with the specifications set forth in Attachment A3 (Client Environment).

B. COUNTY REPRESENTATIVES

County shall provide Contractor with the names of people in addition to County's Project Director and County's Project Manager who are authorized to log incidents via phone or web with the Contractor's Help Desk.

C. USER ACCESS

County will not provide access to any portion of the System to any person or entity other than its Users who are bound by confidentiality provisions of this Agreement.

D. DIAGNOSTIC USE

The Application Software is not intended for primary diagnostic use. County undertakes any primary diagnostic use of the System at its own risk and responsibility

(a) County will operate the System in a manner consistent with written documentation provided by Contractor.

(b) County will provide Contractor with network and physical access to the System to diagnose, correct and repair any condition that would cause a breach of warranty.

(c) County is responsible for procuring, maintaining and upgrading all Client Environment devices for use with the System. Client Environment devices will meet the Specifications provided by Contractor pursuant to Exhibit A (Statement of Work) with all Attachments thereto.

E. COUNTY PERSONNEL

County will assign a system administrator to serve as the primary County technical contact for the System.

F. TRAINING

County will ensure that County's Users are properly trained in the use and operation of the Application Software.

G. PRINT CAPABILITIES

County must retain film print capabilities for use in the event of a catastrophic failure of the System.

II. SYSTEM ACCESS

A. PHYSICAL ACCESS

County will provide Contractor with physical access to the System as requested by Contractor. Subject to County's election and network setup, County will provide Contractor with access to the System as set forth in Exhibit D (Service Level Requirements) and according to the specifications in Schedule D.2 (County Remote Access Policies).

B. SYSTEM ACCESS

County will provide Contractor with 24x7 direct VPN access to all necessary server(s) (server name with IP address). Additionally, County will provide Contractor with administrator access to all System Software that resides on System Hardware. County will provide Contractor with 24x7 contact information for a system administrator in case on-site assistance is necessary to resolve a critical issue.

C. NETWORK, EMAIL, AND PHYSICAL ACCESS TO SYSTEM HARDWARE.

(a) County will provide remote network access to the System Hardware to enable Contractor to monitor, maintain, upgrade and support the System. County shall provide Contractor with the necessary security information to access the System Hardware over a network.

(b) County will allow outgoing e-mail from the System Hardware either through County's SMTP e-mail services or will allow the System Hardware to access Contractor's SMTP e-mail service. Email access is required in order for Contractor to monitor, maintain, upgrade and support the System.

Upon reasonable advance notice, County shall provide Contractor personnel or subcontractors with physical access to all necessary System Hardware to support, maintain and upgrade such System Hardware.

Contractor and County shall decide mutually whether access to the System granted by County is sufficient for purposes of Support Services. If Support Services cannot be provided remotely, Contractor shall provide Support Services onsite as necessary at no additional cost to County.

SCHEDULE D.2

COUNTY REMOTE ACCESS POLICIES

JULY 2009

This Schedule D.2 (County Remote Access Policies) sets forth the policies and procedures for Contractor's remote access to County's network as stipulated in the Los Angeles County Health Services' Policy No. 935.041 (Remote Access Policy for Outside Vendors).

PURPOSE:

The purpose of this policy is to define standards for connecting to any DHS network from any host. These standards are designed to minimize the potential exposure to DHS from damages that may result from unauthorized use of a vendor's resources. Damages include the loss of sensitive or company confidential data, intellectual property, damage to public image, or damage to critical DHS internal systems.

POLICY:

The computer systems, networks and data repositories of the Department of Health Services' networks are critical resources and must be protected against unauthorized and/or malicious access. Authorized users of DHS computer systems, networks and data repositories may be permitted to remotely connect to those systems, networks and data repositories for the conduct of DHS-related business only through secure, authenticated and carefully managed access methods.

All vendors who conduct business with any DHS facility must complete and sign a Business Associate Agreement, in accordance with DHS Policy 361.20, Business Associate Agreement. It is the responsibility of County approved vendors and their employees, contractors, and agents with remote access privileges to any DHS networks to ensure that their remote access connection **to any of our applications** is given the same consideration as the user's on-site connection.

DHS facilities will have and maintain complete control of access into their networks. DHS facilities will open up the portal when access is needed and will shut down portal access when the vendor has completed their required work.

Secure remote access must be strictly controlled. Control will be enforced via RSA™ one-time password tokens that will be assigned accordingly. At no time should any outside vendor provide their token, login or password to anyone.

County approved vendors and their employees, contractors and agents with remote access privileges must ensure at their vendor-owned personal computer or workstation, which is remotely connected to any DHS network, is not connected to any other network at the same time.

All remote vendor or business partner connections to the DHS network must be secured with industry standard encryption (e.g., SSL, SSH, IPSEC, etc.) and authentication mechanisms. Connections should be restricted by IP address and service (port). Back-end systems that are accessed through remote connections must be properly secured (locked down to the extent possible) to ensure other portions of the DHS network cannot be accessed from those devices.

The remote connections and related activities must be auditable and reviewed for appropriateness on a regular basis by the responsible DHS system administrator(s). Remote connection audit logs must be retained for at least one year. Audit logs must be provided to the DHS IT Security & Compliance Division upon request.

All hosts, including personal computers, connected to any DHS internal networks via remote access technologies must use the most up-to-date anti-virus software **as determined by DHS Information Technologies (DHS/IT)**.

Personal equipment used to connect to any DHS network must meet all DHS remote access requirements.

CROSS REFERENCES:

Board of Supervisors Policy 6.101, Use of County Information and Technology Resources DHS Policies:

935.00, Information Technology and Security Policy
935.04, Information Access Management

EXHIBIT E

ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

JULY 2009

ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

PROJECT NAME _____

CONTRACTOR _____

LOS ANGELES COUNTY AGREEMENT NAME/NUMBER _____

_____

GENERAL INFORMATION

The organization identified above ("Contractor") is under contract ("Contract") to provide certain services to the County of Los Angeles (“County”). The County requires each employee, consultant, outsourced vendor and independent contractor ("staff") of this Contractor, and any subcontractor, performing services under such Contract to understand his/her obligations with respect to the personal and proprietary data, with which he/she will be in contact. Contractor, by executing this Acknowledgment and Confidentiality Agreement represents that it shall ensure each such staff member's compliance with the obligations set forth in the Contract.

CONTRACTOR ACKNOWLEDGMENT

Contractor understands and agrees that Contractor's, or any subcontractor's, staff that will provide services pursuant to the above-referenced Contract are Contractor's, or any subcontractor's, sole responsibility. Contractor understands and agrees that its, or any subcontractor's, staff must rely exclusively upon Contractor, or any subcontractor, for payment of salary and any and all other benefits payable by virtue of such staff's performance of work under the above-referenced Contract.

Contractor understands and agrees that its, or any subcontractor's, employees are not employees of the County for any purpose whatsoever and that such staff do not have and will not acquire any rights or benefits of any kind from the County by virtue of performance of work under the above-referenced Contract. Contractor understands and agrees that its, or any subcontractor's, staff do not have and will not acquire any rights or benefits from the County pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT

Contractor, any subcontractor, and their staff, by virtue of performing work under the above-referenced Contract, may be concerned with services provided by the County, and, therefore, may have access to confidential data and information pertaining to private individuals and/or entities receiving such services, including Protected Health Information (as defined in Exhibit H (Business Associate Agreement) to the Contract) and Confidential Information (as defined in Paragraph 20 (Confidentiality

and Security) of the body of the Contract). In addition, Contractor, any subcontractor, and their staff may have access to proprietary information belonging to other organizations doing business with the County. The County has a legal obligation to keep confidential all such data and information in its possession, especially data and information concerning health, criminal and welfare recipient records. By signing this agreement below, Contractor agrees that, by virtue of involvement in County work, it, any subcontractor, and their staff shall protect the confidentiality of all such data and information.

Contractor agrees that it, any subcontractor, and their staff shall not disclose to, nor reproduce for the benefit of, any unauthorized person, any data or information obtained while performing work under, or related to, the above-referenced Contract between the Contractor and the County. Contractor's, or any subcontractor's, staff shall forward all requests for disclosure or copying of any such data or information in their possession or care to County's Project Director under the Contract. In addition, nothing herein shall prevent Contractor, any subcontractor, or their staff from providing to others similar services, subject to any obligations of confidentiality.

Contractor agrees that it, any subcontractor, and their staff shall protect from loss and keep confidential all health, criminal and welfare recipient records and all data, information and materials pertaining to persons and/or entities receiving services from the County, including County Materials, as Confidential Information (as defined in Paragraph 20 (Confidentiality and Security) of the body of the Contract). Contractor agrees that it, any subcontractor, and their staff shall protect the Confidential Information against disclosure to other than Contractor, any subcontractor, or to County employees who have a need to know the information. Contractor also agrees that its, or any subcontractor's, staff shall keep confidential during their employment any proprietary information supplied by other County vendors that is marked as "PROPRIETARY" or "CONFIDENTIAL".

Contractor agrees to report to County's Project Director under the Contract any and all violations of this agreement, including unauthorized disclosures or copying of confidential or proprietary data or information, whether accidental or intentional, and whether by Contractor's, or any subcontractor's, staff and/or by any other person, of which such staff become aware. Contractor agrees and shall ensure that its, or any subcontractor's, staff return possession of all confidential data, information and materials to County's Project Director under the Contract upon completion of the above-referenced Contract, or termination of employment with the Contractor, or any subcontractor, whichever occurs first.

SIGNED: _____ DATE: ____/____/____

PRINTED:_____ POSITION: _____

EXHIBIT F

CONTRACTORS EEO CERTIFICATION

JULY 2009

CONTRACTOR'S EEO CERTIFICATION

_____
Contractor's Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

GENERAL

In accordance with Subchapter VII of the *Civil Rights Act of 1964, 42 USC Sections 2000e* through *2000e-17,* and the *Americans with Disabilities Act of 1990*, Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S CERTIFICATION
(check one)

		YES	NO
1.	The Contractor has a written policy statement prohibiting discrimination in all phases of employment.	☐	☐
2.	The Contractor periodically conducts a self analysis or utilization analysis of its work force.	☐	☐
3.	The Contractor has a system for determining if its employment practices are discriminatory against protected groups.	☐	☐
4.	Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action to include establishment of goals or timetables.	☐	☐

_____
Name and title of signer

_____ _____
Signature Date

HOA.605047.2

EXHIBIT G

ADMINISTRATION OF AGREEMENT

JULY 2009

ADMINISTRATION OF AGREEMENT

I. COUNTY'S KEY PERSONNEL

AGREEMENT NO. _____

COUNTY'S PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

COUNTY'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

ADMINISTRATION OF AGREEMENT

II. CONTRACTOR'S KEY PERSONNEL

AGREEMENT NO. _____

CONTRACTOR'S CONTRACT MANAGER:

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S CUSTOMER ADVOCATE:

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

EXHIBIT H

BUSINESS ASSOCIATE AGREEMENT

JULY 2009

BUSINESS ASSOCIATE
PROTECTED HEALTH INFORMATION DISCLOSURE AGREEMENT

_____, Business Associate

This Business Associate Protected Health Information Disclosure Agreement ("Agreement") is entered into effective this _____ day of _____, 2009 ("Effective Date") by and between the County of Los Angeles ("Covered Entity" or "County") and _____, a _____ corporation ("Business Associate" or "Contractor").

I. RECITALS

WHEREAS, the parties have executed a Agreement for an Imaging System ("Imaging System Agreement"), whereby Business Associate provides Services to Covered Entity, and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services;

WHEREAS, Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Regulations") and the Health Insurance Reform: Security Standards (the "Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("Privacy Regulations") (together, the "Privacy and Security Regulations");

WHEREAS, the Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

DEFINITIONS

1.1 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. §160.103. Electronic Media means (1) electronic storage media including memory devices in computers (hard

drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk or digital memory card; or (2) transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term "Electronic Media" draws no distinction between internal and external data at rest (that is, in storage) as well as during transmission.

1.3 "Electronic Protected health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; or (ii) maintained in Electronic Media pursuant to this Agreement and the Imaging System Agreement.

1.4 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.5 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. Protected Health Information includes Electronic Health Information.

1.6 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under s government program providing benefits.

1.7 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification or destruction of information in, or interference with system operations of, an information system which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an information system when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the information system.

1.8 "Services" the work performed under the Imaging System Agreement.

1.9 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.

Terms used, but not otherwise defined, in this Agreement and the Imaging System Agreement shall have the same meaning as those terms in the Privacy and Security Regulations.

OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Agreement;

(b) shall Disclose Protected Health Information to Covered Entity upon request;

(c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

(i) Use Protected Health Information; and

(ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

2.2 Adequate Safeguards for Protected Health Information.

(a) Business Associate warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy and Security Regulation's minimum necessary standard.

(b) effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic Protected Health Information.

2.3 Reporting Non-Permitted Use or Disclosure. Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors but that is not specifically permitted by this Agreement, and, effective as of April 20, 2005, each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the applicable Department Privacy Officer within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident, followed by written notice of such disclosure as required under HIPAA no later than ten (10)

Business Days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to County's Chief Privacy Officer at:

Chief Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple St.
Suite 525
Los Angeles, CA 90012

2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

2.5 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined and required by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall make all commercially reasonable efforts to have such information available to Covered Entity within seven (7) Business Days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within seven (7) Business Days after receipt of request from Covered Entity.

2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within twenty (20) Business Days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

2.8 Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of Disclosures. However, Business Associate is not required to provide accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to Disclosures that were made in the six (6) years prior to the request (not including Disclosures that were made prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) Business Days after receipt of request from Covered Entity, information collected in accordance with this Section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

OBLIGATION OF COVERED ENTITY

3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

II. TERM AND TERMINATION

4.1 Term. The term of this Agreement shall be the same as the term of the Imaging System Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in the Imaging System Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the Imaging System Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(b) Immediately terminate this Agreement and the Imaging System Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

(c) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

(a) Except as provided in paragraph (b) of this Section 4.3, upon termination for any reason or expiration of this Agreement and the Imaging System Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to

Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

III. MISCELLANEOUS

5.1 No Third Party Beneficiaries. Nothing in this Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement.

5.3 Relationship to Imaging System Agreement Provisions. In the event that a provision of this Agreement is contrary to a provision of the Imaging System Agreement, the provision of this Agreement shall control. Otherwise, this Agreement shall be construed under, and in accordance with, the terms of the Imaging System Agreement.

5.4 Regulatory References. A reference in this Agreement to a section in the Privacy and/or Security Regulations means the section as in effect or as amended.

5.5 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.

5.6 Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date stated above.

CONTRACTOR:	**COUNTY OF LOS ANGELES:**
By: _____	By: _____
Title: _____	Title: _____
Dated: _____	Dated: _____

EXHIBIT I

SAFELY SURRENDERED BABY LAW

JULY 2009

No shame.
No blame.
No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.

In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena.
Sin culpa.
Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.

En el Condado de Los Angeles:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora

Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

EXHIBIT J

COUNTY'S TRAVEL EXPENSE REIMBURSEMENT POLICY

JULY 2009

The Los Angeles, California County Code (Title 5. Personnel) specifies the maximum travel, meal, lodging, and incidental expense reimbursements rates.

Paragraph 5.40.060 Traveling expenses--Travel, lodging and meal cost limitations.

Traveling expenses allowed shall not exceed:

A.1. The actual cost of transportation when by public carrier, if a privately owned vehicle is used to travel to a destination other than one specified in subsection D of Section 5.40.190, at a rate of six cents per mile or the equivalent of the fare via the most appropriate public carrier;

2. If to a destination outside the state and more than 500 miles from headquarters, the equivalent of the fare via the most appropriate public carrier;

3. Effective July 1, 2000, persons permanently assigned to duty on Catalina Island shall be entitled to reimbursement for the cost not to exceed two round trips in any one month by boat to the mainland. Such claim shall be filed with the department on the form(s) required by the department head.

B.1. Lodging $174.00 per night; breakfast $10.50; lunch $13.50 and dinner $34.00, or not to exceed $58.00 per day when three meals are purchased upon any one day. The rates set forth in this paragraph shall be subject to annual adjustment by the auditor-controller pursuant to Section 5.40.095 of this Code. Where the cost of a single-occupancy hotel accommodation in a major metropolitan area or capital city, as defined in Section 5.40.090(B), exceeds the limitations set forth in this section and Section 5.40.095, reimbursement may, with prior approval of the Chief Administrative Officer, be made for actual necessary costs of said single-occupancy hotel accommodation, including all taxes, upon presentation to the auditor-controller of a receipt from the hotel concerned.

a. Notwithstanding subsection B.1. above, employees attending a County-sponsored conference will be reimbursed for receipted lodging, plus taxes, when the lodging is contracted by the County sponsor for the event, and the appointing authority has granted prior approval for attendance and lodging at the contracted rate at the designated hotel;

b. Notwithstanding subsection B.1. above, employees attending a non-County-sponsored conference will be reimbursed for receipted lodging, plus taxes, when the lodging is contracted by the conference sponsor for the event, and the appointing authority has granted prior approval for attendance and lodging at the contracted rate at the designated hotel.

2. Unless approved by the chief administrative officer, meals shall not be allowed in the county of Los Angeles except under the following circumstances:

a. Persons permanently assigned to duty on Catalina Island shall be allowed meals and lodging when ordered by the department head to temporary duty elsewhere in the county, provided such persons are required to remain at the temporary work location overnight,

b. Persons permanently assigned to duty in the mountains or in the Antelope Valley shall be allowed meals and lodging when ordered by the department head to temporary duty elsewhere in the county, provided such persons are required to remain at the temporary work location overnight,

c. Persons permanently assigned to duty other than in the mountains, in the Antelope Valley, on Catalina Island or in the Santa Clarita Valley shall be allowed meals and lodging when ordered by the department head to temporary duty at Catalina Island, in the mountains, in the Antelope Valley, or in the

Santa Clarita Valley, provided such persons are required to remain at the temporary work location overnight,

d. Legislative representatives of the chief administrative office permanently assigned to duty in Washington, D.C. or Sacramento shall be allowed meals, lodging and transportation expenses in Los Angeles County as approved by the chief administrative officer when ordered by the department head to travel to Los Angeles to consult with county officials,

e. Candidates for employment with the county of Los Angeles, special examiners, or subject-matter experts, when they are approved by the chief administrative officer or director of personnel to travel for the examination process;

3. A person traveling by privately owned vehicle or county car shall be allowed actual necessary travel time and meals not to exceed one day each way en route; actual necessary lodging not to exceed one day each way en route if the destination is more than 500 highway miles from headquarters, or as would otherwise be reasonable under the circumstances.

C. The actual cost of porterage, not to exceed $1.00 per day. (Ord. 2006-0003 § 2, 2006; Ord. 2000-0034 § 1, 2000: Ord. 99-0026 § 3, 1999: Ord. 94-0011U § 1, 1994: Ord. 91-0044 § 4, 1991; Ord. 87-0007 § 2, 1987: Ord. 84-0240 § 2, 1984; Ord. 82-0251 § 1, 1982: Ord. 12108 § 1 (part), 1980; Ord. 12084 § 1, 1980; Ord. 12020 § 1, 1979; Ord. 11327 § 1, 1976; Ord. 11139 § 1, 1975; Ord. 10936 § 1, 1974; Ord. 9729 §§ 1 and 2, 1969; Ord. 9005 §§ 1 and 2, 1966: Ord. 7562 § 1, 1959: Ord. 5867 § 1, 1956; Ord. 5236 § 2 (part), 1948: Ord. 4099 Art. 3 § 48.3, 1942.)

Paragraph 5.40.095 Maximum travel, meal, lodging and incidental expense reimbursement rates.

The auditor-controller shall adjust maximum travel, meal, lodging and incidental expense reimbursement rates based upon annual changes in the National Consumer Price Index (CPI) published by the Bureau of Labor Statistics of the United States Department of Labor. Such adjustments shall be made effective February 1, 1983, based upon the published percentage change in the CPI between December, 1981 and December, 1982. Subsequent adjustments shall be made effective on February 1st of each year thereafter, based upon the published percentage change in the CPI during the preceding calendar year, provided that such percentage change exceeds three percent. If the published percentage change in a calendar year is less than three percent, that percentage change shall be cumulated with the published percentage change in the following calendar year(s) until such time as the cumulative percentage change exceeds three percent, at which time adjustments shall be made to reflect the total cumulative percentage change. Such adjustments in maximum travel reimbursement rates shall be rounded to the nearest quarter dollar. (Ord. 82-0251 § 3, 1982.)

EXHIBIT K

MICROSOFT END USER LICENSE AGREEMENT

JULY 2009

Microsoft® SQL Server™ Standard Edition Runtime-Restricted Use Software

END-USER LICENSE AGREEMENT (Per Processor)

IMPORTANT—READ CAREFULLY: This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and the licensor ("Licensor") of the software application or suite of applications with which you acquired the Microsoft software product identified above, which includes computer software and may include associated media, printed materials, and "online" or electronic documentation ("Product"). An amendment or addendum to this EULA may accompany the Product. Microsoft Corporation or one of its affiliates (collectively, "Microsoft") has licensed the Product to Licensor. **YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA BY INSTALLING, COPYING, OR OTHERWISE USING THE PRODUCT. IF YOU DO NOT AGREE, DO NOT INSTALL OR USE THE PRODUCT; YOU MAY RETURN IT TO YOUR PLACE OF PURCHASE FOR A FULL REFUND.**

The Product may contain the following software:

- "Server Software" provides services or functionality on your server (your computers capable of running the Server Software are "Servers");
- "Client Software" allows an electronic device ("Device") to access or utilize the Server Software.

1. **GRANT OF LICENSE**. Licensor grants you the following rights provided you comply with all terms and conditions of this EULA:

   a. ***Server Software.*** You may install one copy of the Server Software on a single Server. If the Server has more than one processor, you must obtain a separate license for each processor on that Server. You may use the Server Software only with that number of processors for which you are properly licensed, as set forth above. You may install and use additional copies of the Server Software on additional Servers, and/or use the Server Software with additional processors. However, the sum of the total number of processors with which the Server Software is used and the total number of Devices on which SQL Server Personal Edition is installed pursuant to Section 1(h) below may not exceed the number of "Licenses" specified above. If a number of "Licenses" is not indicated above, then you are licensed to use either (i) one copy of the Server Software with one processor, or (ii) one copy of SQL Server Personal Edition on one Device pursuant to Section 1(h) below. You may use the Management Tools, Books-Online, and Development Tools components of Microsoft SQL Server (collectively "Tools") solely for internal use in conjunction with your Server Software. ***SQL Server, Enterprise Edition.*** If you have acquired the Enterprise Edition of the Server Software, you may also install any number of instances of the Server Software on the Server for use by any processor for which you have acquired a license. An "instance" shall mean a running copy of the Server Software.

   b. ***Client Software.*** You may either (i) install and use the Client Software (SQL Server Personal Edition) on any number of internal Devices so long as it is being used only in conjunction with the Server Software and the integrated software turnkey application or suite of applications delivered by or on behalf of Licensor of the Product (such application or applications referred to as the "Integrated Application") as part of the Integrated Application, or (ii) install and use SQL Server Personal Edition without installing the Server Software as specified in Section 1(h) below so long as SQL Server Personal Edition is used only in conjunction with the Integrated Application as part of the Integrated Application.

   c. ***SQL Server Device Access.*** Any number of Devices may use or access the services of the Server Software in conjunction with the Integrated Application so long as you have acquired a valid license for each processor running such Server Software. This EULA grants you the right to permit Devices to access or use only the services of the Server Software provided with the Integrated Application.

   d. ***Use of Redistributable Code.*** In addition to the rights granted above, Licensor grants you the nonexclusive, royalty-free right to use, reproduce and distribute the Microsoft SQL Server Desktop Engine ("MSDE") and the files listed in the REDIST.TXT contained in the Product (collectively, the "Redistributable Code"), provided that you also comply with the following:

i. General Requirements. If you choose to redistribute any portion of the Redistributable Code, you agree:

A. to distribute the Redistributable Code in object code form and only in conjunction with and as a part of a software application product developed by you that adds significant and primary functionality to the Product ("Application");

B. not to use Microsoft's name, logo, or trademarks to market the Application;

C. to include a valid copyright notice in your name on the Application;

D. to indemnify, hold harmless, and defend Licensor and Microsoft from and against any claims or lawsuits, including attorney's fees, that arise or result from the use or distribution of the Application; and

E. to otherwise comply with the terms of this EULA.

You also agree not to permit further distribution of the Redistributable Code by your end users except you may permit further redistribution of the Redistributable Code by your distributors if they only distribute the Redistributable Code in conjunction with, and as part of, the Application and you and your distributors comply with all other terms of this EULA.

ii. Additional Requirements for MSDE. If you choose to redistribute MSDE, you also agree:

A. that your Application shall not substantially duplicate the capabilities of Microsoft Access or, in the reasonable opinion of Microsoft, compete with same; and

B. that unless your Application requires your customers to license Microsoft Access in order to operate, you shall not reproduce or use MSDE for commercial distribution in conjunction with a general purpose word processing, spreadsheet or database management software product, or an integrated work or product suite whose components include a general purpose word processing, spreadsheet, or database management software product except for the exclusive use of importing data to the various formats supported by Microsoft Access. **Note:** A product that includes limited word processing, spreadsheet or database components along with other components which provide significant and primary value, such as an accounting product with limited spreadsheet capability, is not considered to be a "general purpose" product.

e. ***Reservation of Rights.*** Licensor and Microsoft reserve all rights not expressly granted to you in this EULA.

f. ***Benchmark Testing.*** You may not disclose the results of any benchmark test of either the Server Software or Client Software to any third party without Microsoft's prior written approval.

g. ***Downgrades.*** Instead of installing and using the Server Software, you may install and use one copy of an earlier version of the Server Software on a single Server, provided that you completely remove such earlier version and install the original Server Software within a reasonable time. Your use of such earlier version shall be governed by this EULA, and your rights to use such earlier version shall terminate when you install the original Server Software.

h. ***Use of SQL Server Personal Edition Not in Conjunction with Server Software.*** You may install and use one copy of SQL Server Personal Edition on one internal Device without installing or using the Server Software in conjunction with that copy of SQL Server Personal Edition so long as SQL Server Personal Edition is used only in conjunction with the Integrated Application. You may install additional copies of SQL Server Personal Edition on additional Devices without installing the Server Software provided that such copies of SQL Server Personal Edition are used only in conjunction with the Integrated Application. However, you must acquire a separate SQL Server processor license for each Device on which you install SQL Server Personal Edition that is not used in conjunction with the Server Software. Furthermore, the sum of the total number of processors with which the Server Software is used and the total number of Devices on which SQL Server Personal Edition is installed pursuant to this Section 1(h) may not exceed the number of "Licenses" specified above. If a number of "Licenses" is not indicated above, then you are licensed to use either (i) one copy of the Server Software with one processor, or (ii) one copy of SQL Server Personal Edition on one Device pursuant to this Section 1(h). Any number of Devices may use or access the services of a Device running SQL Server Personal Edition that is not used in conjunction with the Server Software and that is used in conjunction with the Integrated Application so long as you have acquired a separate, valid processor license for the Device being used or accessed.

i. ***Runtime-Restricted Use Software.*** The Product is "Runtime-Restricted Use" software; as such, the Product may only be used to run the Integrated Application as part of the Integrated Application. The Product may not be used either (i) to develop and/or (ii) in conjunction with, new applications, databases or tables other than those contained in the Integrated Application. The foregoing provision, however, does not prohibit you from using a tool to run queries or reports from existing tables, and/or from using a development environment or workbench which is part of the Integrated Application to configure or extend such Integrated Application. Notwithstanding any provision of this EULA, you may only transfer the "Runtime-Restricted Use" Product as part of the Integrated Application, subject to the terms and conditions specified in Section 5 below.

2. **INSTALLATION OF SERVER SOFTWARE ON PASSIVE FAIL-OVER SERVER.** If the Server Software is used in a clustered environment, you may use the Server Software on a temporary basis on a Server that is employed only for fail-over support (the "Passive Server") so long as the number of processors on the Passive Server does not exceed the number of processors on your primary active Server.

3. **NO RENTAL/NO COMMERCIAL HOSTING.** You may not rent, lease, lend, or provide commercial hosting services with the Product.

4. **ADDITIONAL SOFTWARE/COMPONENT LICENSES.** This EULA applies to updates or supplements to the original Product provided by Licensor or Microsoft, unless Licensor or Microsoft provides other terms along with the update or supplement. The Product may contain certain components (each, a "Component") that included a separate end user license agreement (a "Component Agreement"). The terms of any Component Agreement are herein incorporated by reference to this EULA; in the event of any inconsistencies between this EULA and any Component Agreement, the terms of this EULA shall control.

5. **TRANSFER—*Internal*.** You may move the Server Software to a different Server or SQL Server Personal Edition (installed and used pursuant to Section 1(h) above) to a different Device. ***Transfer to Third Party***. The initial user of the Product may make a one-time transfer of the Product to another end user. The transfer has to include all component parts, media, printed materials, this EULA, and if applicable, the Certificate of Authenticity. The transfer may not be an indirect transfer, such as a consignment. Prior to the transfer, the end user receiving the transferred Product must agree to all the EULA terms.

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