Health Services
LOS ANGELES COUNTY

March 30, 2010

Los Angeles County Board of Supervisors

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To improve health through leadership, service and education

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:

APPROVAL OF A SOLE SOURCE SERVICES AGREEMENT FOR AN ENTERPRISE mHUB SYSTEM (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

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

SUBJECT

Request approval of a sole source Agreement for an Enterprise mHUB System and services to be used at Department of Health Services Medical Hubs.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Interim Director of Health Services (Interim Director), or his designee, to execute an Agreement with Saga Technologies, Inc. (Saga), effective upon Board approval, for a term of five years, and an additional optional one year extension, for the Enterprise mHUB (E-mHUB) web application, and other identified services at a maximum obligation of $4,614,194 for all six years.

2. Delegate authority to the Interim Director, or his designee, to exercise the additional one-year extension option, through March 30, 2016, subject to the review and approval by County Counsel, Chief Executive Office (CEO) and the Chief Information Office (CIO).

3. Delegate authority to the Interim Director, or his designee, to execute change notices: (i) for additional work, provided the amounts payable under such change notices do not exceed the available pool dollars; and (ii) to modify the data sharing requirements set forth in the Agreement. Each such change notice shall be subject to the review and approval by County Counsel, CEO and CIO.

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PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of the first recommendation will allow the Interim Director to execute an Agreement, substantially similar to Exhibit I, with Saga, to expand and enhance an application currently in place at the LAC+USC Medical Center's Medical Hub for use at all the Department of Health Services (DHS) Medical Hubs.

Approval of the second recommendation will allow the Interim Director to extend the Agreement one additional year, subject to the review and approval of County Counsel, CEO and CIO.

Approval of the third recommendation will allow the Interim Director to execute change notices to the Agreement, under the circumstances listed above, subject to the review and approval by County Counsel, CEO and CIO.

DHS operates Medical Hubs at Harbor-UCLA Medical Center, High Desert Multi-Services Ambulatory Care Center (MACC), LAC+USC Medical Center, Martin Luther King, Jr. MACC, Olive View-UCLA Medical Center, and an LAC+USC East San Gabriel Valley satellite location at MacLaren Children's Center. The six Medical Hubs provide initial medical examinations, forensic evaluations, mental health screenings, and ongoing medical care to children referred by the Department of Children and Family Services (DCFS).

Saga developed the mHUB System, a custom standalone web-based software application, currently in use at the LAC+USC Medical Hub. The mHUB System contains essential patient information such as medical and forensic information and records, tracks patient and provider appointment schedules, and supports Medical Hub business workflow.

On September 11, 2008, your Board received notification of DHS' intent to enter into sole source negotiations with Saga, to expand and enhance the mHUB System from a standalone application to an enterprise application at all six DHS Medical Hubs. This enterprise system is identified as "E-mHUB" and will be a web-based application, hosted at the Internal Services Department Data Center in Downey.

The E-mHUB System will enable DHS to: receive patient referrals electronically from DCFS, track patient and provider appointment schedules; capture patient medical and forensic information; and obtain necessary medical information faster and more efficiently. The E-mHUB System will generate and electronically transmit PDF versions of forms reporting examination results and notifications of missed appointments to DCFS.

In addition, the E-mHUB System will enable health care providers at one Medical Hub to view a child's medical information at another, enhancing the child's treatment and improving their continuity of care. It will also enable public health nurses located at DCFS offices to view limited E-mHUB screens to obtain and input into DCFS' case management system follow-up information so DCFS may better coordinate the child's care.

The E-mHUB System is designed to ensure that access to health information is in compliance with State and federal confidentiality and privacy laws.

Implementation of Strategic Plan Goals

The recommended actions support Goal 2, Children, Family and Adult Well-Being and Goal 4, Health and Mental Health of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The Agreement establishes a maximum contract obligation of $4,614,194 over the entire six-year period, as shown in Attachment A, and commences upon your Board's approval.

Year 1 reflects one-time project start-up costs (software and professional services) of $1,912,430 and will be funded through the County's Information Technology Fund (ITF), as approved by your Board on September 12, 2000.

The remaining costs under this Agreement, $197,200 in Year 1 and $500,913 in Years 2 - 6, will cover ongoing operations and maintenance fees and pool dollars for additional enhancements, training and other services, which will be funded through DHS' Cost-Based Reimbursement Clinic Medi-Cal revenues for eligible costs and intrafund transfer funds from DCFS.

In addition, one Information Systems Specialist I allocated to DHS will function as the E-mHUB Project Manager. Funding for this position is fully offset with intrafund transfer funds from DCFS.

Funding is included in the Department's Fiscal Year 2009-10 Final Budget and will be requested in future fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This Agreement may be terminated for convenience by the County upon 30 days prior written notice. The Agreement requires Saga to provide a performance bond or other performance security acceptable to the County in an amount equal to $2.0 million.

Saga has requested the County's approval to accept an irrevocable letter of credit in lieu of a performance bond. DHS, in consultation with the CEO Risk Management Branch, has determined that it is acceptable, provided the letter of credit complies with the County's minimum criteria and standards during the entire term of the Agreement.

All Board of Supervisors' required provisions, including the most recent provisions such as the Defaulted Property Tax Reduction Program, and recently revised provisions such as Contractor's Obligations as a Business Associate under the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act, are included in this Agreement.

The County's CIO recommends approval of this proposed Agreement. Attachment B includes the CIO's analysis for concurrence with the Department's recommendation. This Agreement has also been reviewed and approved as to form by County Counsel.

The Department has evaluated and determined that the Living Wage Program (County Code Charter 2.201) does not apply to the recommended Agreement.

CONTRACTING PROCESS

On September 11, 2008, your Board was notified of DHS' intent to enter into sole source negotiations with Saga Technologies, Inc., to expand and enhance the existing mHUB system to automate business processes at all six DHS Medical Hubs. An approved Sole Source checklist (Attachment C) is included in accordance with Board Policy 5.100 Sole Source Contracts.

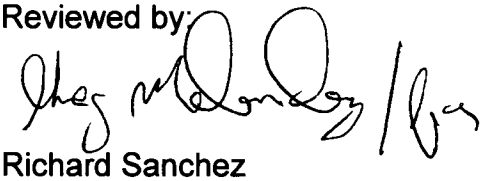
IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will allow for better tracking of the health and mental health status of these special patients at the County Medical Hubs. The E-mHUB application will facilitate the provision of quality medical care, and improve coordination of services.

Respectfully submitted,

John F. Schunhoff, Ph.D.
Interim Director

Reviewed by:



Richard Sanchez
Chief Information Officer

JFS:at

Attachments (4)

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors
Department of Children and Family Services
Department of Mental Health Services
Internal Services Department

E-mHUB ATTACHMENT A
CONTRACT SUM

Description	Year 1	Year 2	Year 3	Year 4	Year 5	Optional Year 6	Totals
One Time Costs (Section I)	$ 1,912,429.55						$ 1,912,429.55
mHUB Operations and Maintenance Fees (Section II) *	$ 97,200.00						$ 97,200.00
E-mHUB Operations and Maintenance Fees (Section II) *	$ -	$ 400,912.80	$ 400,912.80	$ 400,912.80	$ 400,912.80	$ 400,912.80	$ 2,004,564.00
Pool Dollars (Section III) *	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 600,000.00
TOTALS	**$ 2,109,629.55**	**$ 500,912.80**	**$ 500,912.80**	**$ 500,912.80**	**$ 500,912.80**	**$ 500,912.80**	**$ 4,614,193.55**

CIO ANALYSIS

REQUEST BY THE DEPARTMENT OF HEALTH SERVICES (DHS) FOR APPROVAL OF SOLE SOURCE AGREEMENT WITH SAGA TECHNOLOGIES, INC. (SAGA) FOR AN ENTERPRISE MEDICAL HUB (E-mHUB) WEB APPLICATION AND SERVICES

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: 5 Yrs. # of Option Yrs: 1

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	$4,614,194
Aggregate Contract Amount	$4,614,194

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? The EmHUB System is shared by DHS and the Department of Children and Family Services (DCFS).

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:

This project involves the expansion and enhancement of a current stand-alone software application (mHUB) being used by the Medical Hub clinic located at the LAC+USC Medical Center (LAC+USC), to enhance its functionality and make it available via the Web to all six Medical Hub clinics throughout the County. This expanded and enhanced software system will be called the Enterprise Medical Hub System (E-mHUB).

Approval of this recommendation authorizes the Interim Director of DHS, or his designee, to execute a sole-source Agreement with Saga Technologies, Inc. (Saga), for a base term of five years through March 30, 2015, together with an additional optional one-year extension, for the development of the E-mHUB system and other identified services, at a maximum obligation of $4,614,194 for the entire six-year period covered by this Agreement. It further authorizes the execution of change notices for additional work to be performed by Saga, payable with pool dollars set aside in the total Contract Sum and to modify the data sharing requirements set forth in the Agreement, subject to review and approval of County Counsel, the Chief Executive Office (CEO), and the County's Chief Information Office (CIO).

Background:

DHS currently operates six Medical Hub clinics around the County of Los Angeles (Harbor-UCLA Medical Center, High Desert Multi-Service Ambulatory Care Center (MACC), LAC+USC Medical Center, Martin Luther King, Jr. MACC, Olive View-UCLA Medical Center, and an LAC+USC East San Gabriel Valley satellite location at MacLaren Children's Center. The Medical Hubs provide initial medical examinations, forensic evaluations, mental health screenings, and ongoing medical care to children referred by DCFS.

These Medical Hubs were modeled after the first clinic at LAC+USC Medical Center established through a public-private partnership with The Violence Intervention Program (VIP). VIP contracted with Saga Technologies, Inc., (Saga) to develop a stand-alone custom software application (mHUB), currently in use only at the LAC+USC-VIP Medical Hub clinic, to keep better track of patient and provider appointment schedules, capture medical and forensic information, and support a host of Medical Hub business workflows.

On May 16, 2006, the CIO, CEO, County Counsel, DHS, DCFS, DMH were instructed by the Board to explore the feasibility of a cost-effective automated data system for all of the County's Medical Hubs.

On September 11, 2008, DHS notified the Board of its intent to enter into sole source negotiations with Saga to replicate, enhance and expand all of the mHUB features and services to all six DHS Medical Hub clinics.

Project Justification/Benefits:

This expanded and enhanced enterprise-wide system E-mHUB will be a web-based application hosted at the County's Internal Services Department (ISD) Data Center in Downey. It will automate the DCFS' patient referral process to the Medical Hubs and allow for the tracking of patient and provider appointment schedules, the capturing of patient medical and forensic information, the generation and electronic transmission to DCFS of PDF versions of examination results, as well as notifications of missed appointments. If a foster child is seen at more than one Medical Hub, health care providers at one Medical Hub will be able to view that child's medical information from other Medical Hubs, greatly enhancing continuity of care and child safety. Public Health Nurses located at DCFS' offices will also be able to view a limited number of E-mHUB screens to obtain follow-up information on children assigned to them for care coordination.

Project Metrics:

A comprehensive project plan, requiring County's approval, will be developed by the vendor that will ensure the delivery of the product and all desired functionality. The project is deliverables-based and no payments will be made to the vendor until each deliverable is received, tested, approved, and accepted by the County.

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

If this recommendation is not approved, the County's desire to expand the current mHUB system to all of the County's Medical Hub clinics will not be realized, adversely affecting continuity of care and child safety of foster children.

Alternatives Considered:

The current mHUB system was developed by Saga and is its proprietary product. As such, no other vendor could be brought in to expand and enhance the current mHUB system. There are no similar software applications in existence that perform the functions currently performed by the mHUB system or those enhanced functions desired by DHS, and engaging another software development company to create such an application was determined to be unnecessarily cost-prohibitive and time consuming. Under the approach being taken by DHS, Saga will leverage the existing mHUB system to more efficiently and effectively develop a significantly improved, enterprise-wide, web-accessible application.

Project Risks:

As with all software development projects, there is always the risk that the new system will not be completed or if completed, will not perform as desired. There is also a risk that Protected Health Information (PHI) being processed by the application and stored in its database could inadvertently become compromised or that unauthorized individuals could access that information.

Risk Mitigation Measures:

As discussed earlier, the County is mitigating these risks by identifying clearly defined project deliverables. To protect the County's investment in this development project, the Agreement requires Saga to provide a $2 million Letter of Credit to guarantee performance, more than adequately covering the entire amount that the County is obligated to spend on the development phase of this project. As a further risk mitigation measure, the Agreement allows the County to terminate for convenience upon 30 days prior written notice.

Financial Analysis:

The Agreement establishes a maximum contract obligation of $4,614,194 over its entire six-year period, commencing with the approval of the Agreement. The table below provides a breakdown of the contract amounts.

Description	Cost
Software*	$ 575,000
Professional Services*	1,337,430
Maintenance & Support**	2,101,764
Pool Dollars	600,000
Total	$ 4,614,194

** ITF funded.*
***Includes $97,200 one-time funding to support mHUB cutover in Year 1.*

Funding for this project is coming from the following sources:

- One-time project start-up costs (software and professional services) of $1,912,430 will be funded through the County's Information Technology Fund (ITF), as approved by the Board on September 12, 2000; and

- The remaining balance for ongoing maintenance and operations fees and pool dollars for additional enhancements, training and other services will be funded by DHS' Cost-Based Reimbursement Clinic Medi-Cal revenues for eligible costs and intrafund transfer funds from DCFS.

CIO Concerns:

The CIO is satisfied that the project requirements have been carefully and comprehensively defined, all appropriate measures are being taken to mitigate any potential risks, and DHS has taken thorough and appropriate steps to ensure a successful development and implementation project. The Agreement provides significant assurances that fully protect the County's anticipated investment and that greatly minimize the County's potential risks in moving forward with this engagement.

CIO Recommendations:

The CIO recommends approval of this request.

CIO APPROVAL

Date Received: March 2, 2010

Prepared by: Earl Bradley

Date: March 10, 2010

Approved: Thos Melonsky

Date: 3/17/2010

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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. Los Angeles County is the only local government with dedicated health clinics serving children within the child welfare system. A commercial off-the-shelf information system for automating communication across multiple County Departments which have clearly delineated functions is not viable. Saga Technologies, Inc has developed a custom written web-based software application which is currently in use at the LAC+USC Medical Hub. The mHUB System contains essential patient information such as medical and forensic information and records, tracks patient and provider appointment schedules, and supports Medical Hub business workflow. The new Enterprise mHUB (E-mHUB) web application will enable DHS to: receive patient referrals electronically submitted by DCFS; track patient and provider appointment schedules; capture patient medical and forensic information; and obtain necessary medical information faster and more efficiently. The E-mHUB System will generate and electronically transmit PDF versions of forms reporting examination results and notifications of missed appointments to DCFS. The purpose of sharing child health information is to ensure the continuity of medical care and safety of children who are seeking assistance from the County. Saga Technologies, Inc. specializes in using third party software tools to custom develop information system around unique business processes. Saga developed the mHUB System, which is the model for the E-mHUB System. There are other vendors that perform similar system development services, however, they would need to develop an application from scratch, which would add additional project time and costs.
	➢ 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.

SOLE SOURCE CHECKLIST

	➢ 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.
	➢ Other reason. Please explain:

Deputy Chief Executive Officer, CEO

3/17/10
Date

Exhibit

I

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

SAGA TECHNOLOGIES, INC.

MARCH 2010

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County Agreement No. _____

CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

SAGA TECHNOLOGIES, INC.

This Agreement is made and entered into this ___ day of March , 2010 by and between the County of Los Angeles ("COUNTY"), by and through its Department of Health Services ("DHS") and Saga Technologies, Inc., a California corporation, headquartered at 200 S. Garfield Avenue, Suite 102F, Alhambra, CA 91801 ("CONTRACTOR").

RECITALS

WHEREAS, CONTRACTOR is a private firm specializing in providing information systems and associated professional services; and

WHEREAS, CONTRACTOR has developed and successfully implemented the mHUB System at the VIP clinic; and

WHEREAS, the "Standards for Privacy of Individually Identifiable Health Information" established under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and contained in 45 Code of Federal Regulations (C.F.R.), Parts 160 and 164, and the Health Information Technology for Economic and Clinical Health Act or HITECH Act, Title XIII and Title IV of Division B of Public Law 111-005) provide protections for the privacy and security of Individually Identifiable Health Information; and

WHEREAS, the State statute which provides protections for the privacy of medical individually identifiable Health Information is known as the Confidentiality of Medical Information Act (CMIA) (Part 2.6 (Commencing with Section 56) of Division 1 of the Civil Code); and

WHEREAS, there are also State statutes to protect patient privacy and which impose penalties in the event a privacy Breach occurs (Health and Safety Code 130200-130205 and 1280.1 et seq.); and

WHEREAS, CMIA indicates it is permissible for DHS to disclose medical information to a Department of Children and Family Services (DCFS) social worker, a probation officer, or other person legally authorized to have custody or care of a minor for the purpose of coordinating health care services and medical treatment provided to a minor (Civil Code Section 56.103); and

WHEREAS, COUNTY desires to expand the current mHUB System to all DHS Medical Hubs and create an enterprise system for the Medical Hubs to exchange information, DHS will require CONTRACTOR to provide certain information systems and associated professional services and develop the requisite E-mHUB System; and

WHEREAS, COUNTY desires to host the E-mHUB System at the Internal Services Department ("ISD"), and provide access to CONTRACTOR to configure, install, test and implement E-mHUB System; and

NOW THEREFORE, in consideration of the foregoing, the mutual covenants contained herein, and for the good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS, ENTIRE AGREEMENT AND CONSTRUCTION

1.1 Applicable Documents

This Agreement, inclusive of the preamble and recitals hereto, together with Exhibits A through N (collectively, "Exhibits"), inclusive (all of which exhibits are attached hereto), and all attachments, appendices and schedules hereto or thereto (as hereinafter defined), in each case, subject to Amendment from time to time pursuant to Paragraph 8.0 (Change Notices and Amendments) (as hereinafter defined) that are entered into and become effective in accordance with this Agreement, collectively constitute this "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 Work, or otherwise, between the body of this Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement, and then to the Exhibits according to the following priority:

1.1.1 Exhibit A – Statement of Work
- 1.1.1.1 Attachment A.1 – Existing mHUB System Requirements (Baseline Application Software)
- 1.1.1.2 Attachment A.2 – Additional System Requirements (Baseline Application Modifications)
  - 1.1.1.2.1 Attachment A.2.1 – E-mHUB High Level Security and Audit Trail Guidelines
  - 1.1.1.2.2 Attachment A.2.2 – Role-Based Access and Responsibilities Matrix for DHS Medical Hubs and DCFS
  - 1.1.1.2.3 Attachment A.2.3 – Referral/ Medical Examination/ Statistical Documents
- 1.1.1.3 Attachment A.3 – E-mHUB System Diagram
  - 1.1.1.3.1 Attachment A.3.1 – System Software
  - 1.1.1.3.2 Attachment A.3.2 – System Hardware

1.1.1.4 Attachment A.4 – System Training
1.1.1.5 Attachment A.5 – E-mHUB Project Timeline
1.1.1.6 Attachment A.6 – Current Locations
1.1.1.7 Attachment A.7 – Change Notice
1.1.1.8 Attachment A.8 – Acceptance Certificate
1.1.1.9 Attachment A.9 – E-mHUB Milestone Chart

1.1.2 Exhibit B – Schedule of Payments
1.1.2.1 Attachment B.1 - Licenses

1.1.3 Exhibit C – Service Level Requirements

1.1.4 Exhibit D - CONTRACTOR's EEO Certification

1.1.5 Exhibit E – Intentionally Omitted

1.1.6 Exhibit F – Intentionally Omitted

1.1.7 Exhibit G – CONTRACTOR's Employee Acknowledgement, Confidentiality and Copyright Assignment Agreement

1.1.8 Exhibit H – Jury Service Ordinance

1.1.9 Exhibit I – Safely Surrendered Baby Law

1.1.10 Exhibit J – Form of Work Order

1.1.11 Exhibit M – Invoice Discrepancy Report

1.1.12 Exhibit N – Business Associate Agreement

1.2 Entire Agreement

This Agreement shall constitute the complete and exclusive understanding of the parties which supersedes any and all previous understandings or agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement.

1.3 Construction

The words "herein," "hereof," "hereunder," and words of similar import used in this Agreement refer to this Agreement, including all Exhibits and other attachments, appendices and schedules hereto or thereto, as the context may require. Whenever Exhibits are referred to in this Agreement, such reference includes all attachments, appendices and schedules to such Exhibits. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in this Agreement with the words "including," "for example," "e.g.," "such as," "etc.," or any derivation of such words, such examples are intended to be illustrative and not limiting. Whenever federal, State, or local laws, rules, regulations, policies, guidelines, and/or directives are referred to in this Agreement, such reference means such federal, State or local laws, rules, regulations, policies, guidelines, and/or directives, as amended from time to time.

2.0 DEFINITIONS

All capitalized terms in this Agreement, unless otherwise defined, shall have the meanings ascribed to them below:

2.1 561(a)

Shall mean the DCFS designed Medical Examination Form, used by the Medical Hub's providers, to record all current medical services provided during a patient's visit. After each patient's visit, Medical Hubs submit the completed 561(a) forms to DCFS for information and processing.

2.2 Acceptance Certificate

Shall have the meaning given to such term in Subparagraph 5.4 (Approval of Work Generally).

2.3 Acceptance Tests; Acceptance Testing

Shall mean the functionality testing, internal systems testing, unit testing and/or other acceptance test scripts and/or test case scenarios developed pursuant to (a) Exhibit A (Statement of Work), in respect of the Software and the Implementation Services, and (b) any Work Order, in respect of all Additional Work required pursuant to such Work Order. Acceptance Tests are intended, among other things, to test whether the Software, Implementation Services and/or Additional Work comply with all applicable Specifications and Requirements.

2.4 Additional Services

Shall have the meaning given to such term in Subparagraph 5.3.1.

2.5 Additional Software Components

Shall have the meaning given to such term in Subparagraph 5.3.1.

2.6 Additional Work

Shall have the meaning given to such term in Subparagraph 5.3 (Additional Work).

2.7 Agreement

Shall have the meaning given to such term in Subparagraph 1.1 (Applicable Documents).

2.8 Amendments

Shall have the meaning given to such term in Paragraph 8.0 (Change Notices and Amendments).

2.9 Application Software

Shall mean all associated Baseline Application Software, Baseline Application Modifications, Interfaces and Additional Work as set forth in this Agreement, including Attachment A.3 (E-mHUB System Diagram) and as otherwise agreed to in writing by CONTRACTOR and COUNTY. Reference to the Application Software may include one or more components or modules thereof or all the Application Software in the System.

2.10 Authorized User(s); Authorized Use

Shall mean any COUNTY staff person who has been given specific security rights to access the mHUB System and E-mHUB System and are therefore authorized to collect, request, access, use or disclose individual Health Information, as set forth in Attachment A.2.2 (Role-Based Access and Responsibilities Matrix for DHS Medical Hubs and DCFS) according to the permissible level of access afforded them.

2.11 Baseline Application Modifications

Shall mean the Software modifications, including Third Party Software and related Documentation, to the Baseline Application Software, with the E-mHUB System functionality as set forth in Attachment A.2 (Additional System Requirements – Baseline Application Modifications). Reference to the Baseline Application Modifications may include one or more components or modules thereof or all Baseline Application Modifications in the System

2.12 Baseline Application Software

Shall mean the pre-developed Software, including Third Party Software and related Documentation, with the mHUB System functionality as set forth in Attachment A.1 (Existing mHUB System Requirements (Baseline Application Software)). Reference to the Baseline Application Software may include one or more components or modules thereof or all Baseline Application Software in the System.

2.13 Board of Supervisors (BOS)

Shall mean COUNTY's Board of Supervisors, which is the governing body of COUNTY.

2.14 Breach(es)

Shall have the same meaning as the term "breach" in 45 C.F.R. § 164.402.

2.15 Breach Notification

Shall refer to those legal obligations under State law for licensed health care professionals and facilities to report any unlawful or unauthorized access to, use or disclosure of, a patient's Medical Information to the affected patient or the patient's representative and to the California Department of Public Health (CDPHS) and cooperate with the Office of Health Information Integrity (OHII) in their investigation of such reports (H & S 130200-130205 and 1280.1 et seq.)and to those obligations under federal law to report Breaches of Unsecured Protected Health Information (45 C.F.R 164.400 et seq.),

2.16 Business Associate

Shall mean a contractor who provides services to COUNTY and who enters into a written contract in compliance with 42 C.F.R. 164.504(e) wherein the contractor agrees to the terms and conditions of said contract and who has access to, maintains, or creates Protected Health Information in order to provide those services.

2.17 Business Associate Agreement

Shall mean Exhibit N, Contactor's Obligations as a Business Associate Under the Health Insurance Portability and Accountability Act of 1996 and the Health Information for Economic and Clinical Health Act (Business Associate Agreement).

2.18 Business Day(s)

Shall mean Monday through Friday, 7:00 a.m. to 7:00 p.m., excluding COUNTY observed holidays.

2.19 CalEMA

Shall mean "California Emergency Management Agency".

2.20 Change Notice

Shall have the meaning given to such term in Paragraph 8.0 (Change Notices and Amendments).

2.21 Chief Executive Office (CEO)

Shall mean COUNTY's Chief Executive Office.

2.22 Chief Information Office (CIO)

Shall mean COUNTY's Chief Information Office.

2.23 Compatible

Shall mean the Hardware and Operating Software (each as defined in, as applicable, Subparagraph 10.3.11 and Subtask 11.2 (Certify E-mHUB System on ISD Host Site Hardware) of Exhibit A (Statement of Work)) are capable of supporting, operating, and otherwise performing all anticipated functions of such Hardware or Operating Software, as the case may be, when used in conjunction with the Software, including any Updates thereto.

2.24 Confidential Information

Shall have the meaning given to such term in Subparagraph 4.7.1.

2.25 Confidentiality

Shall mean the access to data or information is not made available or disclosed to any Unauthorized User or persons or processes for any Unauthorized Use.

2.26 Confidentiality of Medical Information Act (CMIA)

Shall mean the California general medical privacy laws which established protections to preserve the Confidentiality of Medical Information and specifies that a health care provider may not share, sell, use or disclose individually identifiable Medical Information regarding a patient unless the disclosure is authorized by CMIA, by other laws, or by the patient in accordance with the requirements of the CMIA (Civil Code Section 56.10 et seq.).

2.27 Contract Sum

Shall have the meaning given to such term in Subparagraph 7.1 (General).

2.28 CONTRACTOR

Shall mean Saga Technologies Inc.

2.29 CONTRACTOR Materials

Shall have the meaning given to such term in Subparagraph 9.4.5.

2.30 CONTRACTOR's Project Director

Shall have the meaning given to such term in Subparagraph 4.1 (CONTRACTOR's Project Director).

2.31 CONTRACTOR's Project Manager

Shall have the meaning given to such term in Subparagraph 4.3 (CONTRACTOR's Project Manager).

2.32 Intentionally Omitted

2.33 COUNTY

Shall mean the County of Los Angeles, California.

2.34 County Code

Shall mean the Los Angeles County Code, as amended from time to time.

2.35 County Counsel (Counsel)

Shall mean COUNTY's Office of the County Counsel.

2.36 County Facility(ies)

Shall mean any one or all of the existing facilities and new facilities for which CONTRACTOR shall provide Tasks, Subtasks, Deliverables, Services and other Work under this Agreement.

2.37 County Indemnitees

Shall have the meaning given to such term in Subparagraph 13.23 (Indemnification).

2.38 COUNTY Materials

Shall have the meaning given to such term in Subparagraph 9.4.1.

2.39 COUNTY's Project Director

Shall have the meaning given to such term in Subparagraph 3.1 (COUNTY's Project Director).

2.40 COUNTY's Project Manager

Shall have the meaning given to such term in Subparagraph 3.4 (COUNTY's Project Manager).

2.41 COUNTY's Remedial Acts

Shall have the meaning given to such term in Subparagraph 10.6.3.

2.42 Covered Entity (CE)

Shall mean Covered Entities which includes:

(1) Health plans;

(2) Health care clearinghouses;

(3) Health care providers who transmits any health information in electronic form in connection with a transaction covered by this subchapter (45 C.F.R. 164.501).

2.43 Credit(s)

Shall have the meaning given to such term in Subparagraph 7.7.5.

2.44 Custom Modification(s)

Shall mean customizations or modifications to the Software and/or any component(s) thereof, including object code, Source Code, and related Documentation, which COUNTY may request, and which CONTRACTOR shall provide, in accordance with any Work Order to this Agreement. Upon completion of each Custom Modification, the Custom Modification shall become part of the System.

2.45 Day(s)

Shall mean, whether or not capitalized, calendar days unless otherwise specified.

2.46 DCFS/DPH System Administrator

Shall mean the role assigned to a User at a specific DCFS/DPH location ID that has access to the mHUB System and/or E-mHUB System, as set forth in Attachment A.2.1 (E-mHUB High Level Security and Audit Trail Guidelines) with those responsibilities as set forth in Attachment A.2.2 (Role-Based Access and Responsibilities Matrix for DHS Medical Hubs and DCFS).

2.47 Deficiency(ies)

Shall mean defects in design, development, implementation, materials, and/or workmanship; errors; omissions; deviations from published and/or mutually agreed upon standards; deviations from any of the Requirements or Specifications under this Agreement; and/or other problems which result in the Services not provided or Software not performing in compliance with the provisions of this Agreement, including, but not limited to, the Requirements and the Specifications, as set forth in Exhibit C (Service Level Requirements).

2.48 Deliverable(s)

Shall mean Services provided or to be provided by CONTRACTOR under this Agreement, including numbered Deliverable(s) as set forth in Exhibit A (Statement of Work) and any Work Orders.

2.49 Department of Children and Family Services (DCFS)

Shall mean COUNTY's Department of Children and Family Services.

2.50 Department of Health Services (DHS)

Shall mean COUNTY's Department of Health Services.

2.51 Department of Mental Health (DMH)

Shall mean COUNTY's Department of Mental Health.

2.52 Department of Public Health (DPH)

Shall mean COUNTY's Department of Public Health.

2.53 Department Representative

Shall mean the responsible staff who, on behalf of their COUNTY department, oversees Confidentiality and Training issues under HIPAA, HITECH and CIMA, and

information-related security issues, as set forth in Attachment A.2.1 (E-mHUB High Level Security and Audit Trail Guidelines) with those responsibilities as set forth in Attachment A.2.2 (Role-Based Access and Responsibilities Matrix for DHS Medical Hubs and DCFS). Such staff shall have E-mHUB System administrative rights comparable to those of an Enterprise System Administrator.

2.54 Disabling Device(s)

Shall have the meaning given to such term in Subparagraph 10.3.5.

2.55 Disclose and Disclosure

Shall mean the release, transfer, provisions of access to, or divulging Protected Health Information in any other manner outside the entity holding the information or their Business Associate's internal operations or to persons other than its employees.(HIPAA, HITECH Act, and Civil Code Section 1798,3(c).

2.56 Documentation

Shall mean any and all written materials, including User manuals, operating manuals, quick reference guides, Training materials, and all other user instructions regarding the capabilities, operations, installation for and support of the System. For avoidance of doubt, Documentation shall also include all written materials associated with any Deliverable(s).

2.57 Due Date

Shall have the meaning given to such term in Subparagraph 7.7.5.1.

2.58 East San Gabriel Valley (ESGV) Satellite Medical Hub

Shall mean the Satellite Medical Hub operated by LAC+USC at the MacLaren Children's Center in El Monte, California.

2.59 EDR

Shall mean DHS' Enterprise Data Repository. EDR is a compilation of limited electronic data.

2.60 Effective Date

Shall mean the date the COUNTY fully executes this Agreement.

2.61 Electronic Health Record (EHR)

Shall have the same meaning at the term "electronic health record in the HITECH act, 42 U.S.C. section 17921. Electronic health record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

"ELECTRONIC MEDIA"

Shall have 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.

"ELECTRONIC PROTECTED HEALTH INFORMATION"

Shall have 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; (ii) maintained in electronic media

2.62 E-mHUB Go-Live

Shall mean performing the required processes for the successful implementation of the E-mHUB System, by individual Medical Hub and DCFS field officies, and HSA, as specified in Task 13 (Prepare Go-Live Plan for E-mHUB System) of Exhibit A (Statement of Work) and utilized during Task 16 (Go-Live For Each E-mHUB Location) of Exhibit A (Statement of Work).

2.63 E-mHUB System

Shall mean an enterprise-wide, web-based System modified from the existing mHUB System, currently operational at LAC+USC’s Medical Hub, with functionality as set forth in Attachment A.1 (Existing mHUB System

Requirements - Baseline Application Software), and expanded to the additional Medical Hubs and DCFS, with functionality as set forth in Attachment A.2 (Additional System Requirements (Baseline Application Modifications)), and as further described in this Agreement. The E-mHUB System provides, *inter alia*, for the tracking and sharing of children's health information among the Medical Hubs and DCFS.

2.64 Enterprise System Administrator

Shall mean the role assigned to a User that has enterprise-wide access to the E-mHUB System as defined in Attachment A.2.1 (E-mHUB High Level Security and Audit Trail Guidelines) with responsibilities as set forth in Attachment A.2.2 (Role-Based Access and Responsibilities Matrix for DHS Medical Hubs and DCFS).

2.65 Exhibits

Shall have the meaning given to such term in Subparagraph 1.1 (Applicable Documents).

2.66 Extended Term

Shall have the meaning given to such term in Subparagraph 6.1 (Term).

2.67 Intentionally Omitted

2.68 Final System Acceptance

Shall have the meaning given to such term in Subparagraph 5.5 (Final System Acceptance).

2.69 Forensic

Shall mean a medical evaluation for the assessment of suspected child physical abuse or sexual abuse that uses the State-mandated medical protocol for examination of a) suspected child physical abuse and b) child sexual abuse victims. The Medical Hub providers document the examination results on CalEMA designed forms, used by all counties in the State of California, and submit the completed forms to DCFS for information and processing.

2.70 FTP

Shall mean file transfer protocol, a secure protocol used to exchange files between DHS and DCFS.

2.71 Go-Live Plan

Shall have the meaning given to such term in Task 13 (Prepare Go-Live Plan for E-mHUB System) of Exhibit A (Statement of Work).

2.72 Health Care

Shall mean care, services, or supplies related to the health of an individual. Health care includes, but is not limited to:

Preventive, diagnostic, therapeutic, rehabilitative, maintenance, or palliative care, and counseling service, assessment, or procedure with respect to the physical or mental condition, or functional status, of an individual or that affects the structure or function of the body; and Sale or dispensing of a drug, device, equipment, or other item in accordance with a prescription. [HIPAA]

2.73 Health Care Provider

STATE LAW: CMIA defines Licensed Health Care Provider as any person licensed or certified pursuant to Division 2 (commencing with Section 500) of the California Business and Professions Code, the Osteopathic Initiative Act or the Chiropractic Initiative Act, or Division 2.5 (commencing with Section 1797) of the California Health and Safety Code (CMIA, Civil Code Section 56.05(e) and 56.06).

FEDERAL LAW: HIPAA defines Health Care Provider as a provider of services (as defined in section 1861(u) of the Social Security Act, 42 U.S.C. 1395x(u)), a provider of medical or health services (as defined in section 1861(s) of the Social Security Act, 42 U.S.C. 1395x(s),and any other person or organization who furnishes, bills or is paid for health care services or supplies in the normal course of business.

2.74 Health or Medical Information

Shall mean any individually identifiable information, in electronic or physical form, that is in the possession of, or derived from, a provider of health care, health care service plan, pharmaceutical company, or contractor, regarding a patient's medical history, mental or physical conditions, or treatment.

2.75 Health Insurance Portability And Accountability Act of 1996 and/or HIPAA

Shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

2.75.1 The term “HIPAA Privacy Rule” or “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information, as set forth at 45 CFR Parts 160 and 164.

2.75.2 The term “HIPAA Security Rule” or “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information, as set forth at 45 CFR Parts 160 and 164.

2.75.3 The term “Individual” shall mean a person who is the subject of the Protected Health Information.

2.75.4 The term “Protected Health Information” or (“PHI”) shall mean individually identifiable health information as set forth in the Privacy Rule. For the purposes of this Agreement, all Data entered into the Database shall be deemed to be PHI. All access and storage of PHI will conform to all State and federal Confidentiality requirements.

2.75.5 The term “Secretary” shall mean the Secretary of the U.S. Department of Health and Human Services or his/her designee.

2.75.6 All other terms used but not otherwise defined in this Agreement shall have the same meaning ascribed to those in the Privacy Rule and/or Security Rule or Health Information for Economic and Clinical Health Act.

2.76 Health Information Technology for Economic and Clinical Health Act and/or HITECH Act

The Health Information Technology for Economic and Clinical Health Act (HITECH Act 2009) expanded the privacy and security obligations of business associates. Such additional obligations are contained within the County's Business Associated Agreement (attached herein as Exhibit N).

2.77 Health Record

Shall mean a longitudinal record of patient health information generated in one or more encounters in any care delivery setting. The information may include patient demographics, progress notes, indications, medications, vital signs, past medical history, immunizations, laboratory information and radiology reports.

2.78 HIS

Shall mean Healthcare Information System.

2.79 Holdback; Holdback Amount(s)

Shall have the meaning given to such term in Subparagraph 7.7.4.

2.80 HSA

Shall mean Health Services Administration within DHS.

2.81 Implementation Services

Shall mean the installation and implementation services (including the customization, modification, configuration, integration and data conversion and migration required in connection therewith), Training and other Services as set forth in Task 13 (Prepare G-Live Plan For E-mHUB System), Task 14 (Provide System Documentation And Training For E-mHUB System), Task 15 (Migrate and Verify LAC+USC's mHUB Data To E-mHUB System) and Task 16 (Go-Live For Each E-mHUB Location) of Exhibit A (Statement of Work) to be provided by CONTRACTOR hereunder in order for CONTRACTOR to complete and deliver to COUNTY, and achieve Final System Acceptance.

2.82 Individually-Identified Health Information

Shall mean health or medical information (including demographic information) that includes or contains elements of personal identifying information sufficient to allow identification of the individual, such as the patient's name, address, electronic mail address, telephone number or Social Security Number. It would also include information that, alone or in combination with other publicly available information would reveal the individual's identity.

2.83 Infringement Claim

Shall have the meaning given to such term in Subparagraph 10.6.1 (Indemnification Obligations).

2.84 Initial Term

Shall have the meaning given to such term in Subparagraph 6.1 (Term).

2.85 Interface(s)

Shall mean the software mechanisms which allow the transfer of electronic data or software commands between computer systems, computer programs or computer program modules which are conceived, created and/or developed by or on behalf of CONTRACTOR for the Tasks, Deliverables, Services or other Work required under Exhibit A (Statement of Work) and/or any Work Order.

2.86 Interface Plan

Shall have the meaning given to such term in Subtask 5.6 (Analyze and Provide Interface Plan) of Exhibit A (Statement of Work).

2.87 Internal Services Department (ISD)

Shall mean COUNTY's Internal Services Department.

2.88 ISD Host Site

Shall mean the location where the System Hardware and Operating Systems Software servers for operating the mHUB System and the E-mHUB System reside.

2.89 License(s)

Shall have the meaning given to such term in Subparagraph 9.2 (License Grant).

2.90 Live

Shall mean the period after implementation when Users are working in the applicable Production Environment.

2.91 Live Data

Shall mean the data in the Production Environment where Users and Interfaces are retrieving existing data, editing and storing such data, and/or creating and storing new data.

2.92 Load Test; Load Testing

Shall mean the testing conducted before E-mHUB Go-Live for verifying that the E-mHUB System performs as specified and in accordance with Subtask 12.3 (Conduct Load Test for E-mHUB System) of Exhibit A (Statement of Work).

2.93 Local System Administrator

Shall mean the role assigned to a User at a specific DHS location ID that has access to the mHUB System and/or E-mHUB System, as set forth in Attachment A.2.1 (E-mHUB High Level Security and Audit Trail Guidelines) with those responsibilities as set forth in Attachment A.2.2 (Role-Based Access and Responsibilities Matrix for DHS Medical Hubs and DCFS).

2.94 Major Deficiency(s)

Shall mean a Deficiency(s), applying to the periods set forth below, that significantly reduces overall usability of the System or that disrupts functionality

of the System to such an extent that it cannot be fully utilized for the purposes intended. COUNTY, in its sole judgment, determines which Deficiency(s) are classified as Major Deficiency(s).

(i) Major Deficiency(s), for the mHUB System, apply to the period prior to mHUB Go-Live, as set forth in Task 1 (Migrate mHUB to ISD Host Site) of Exhibit A (Statement of Work); and

(ii) Major Deficiency(s), for the E-mHUB System, applies to the Warranty Period following E-mHUB Go-Live at the second Primary Medical Hub, the period from E-mHUB Go-Live at each E-mHUB location until all locations are Live, and the sixty (60) consecutive day period prior to Final System Acceptance, as set forth in Task 16 (Go-Live for Each E-mHUB Location) and Task 17 (Provide Non-Deficient E-mHUB System for Final System Acceptance) of Exhibit A (Statement of Work),

2.95 MAT

Shall mean Multi-Disciplinary Assessment Team, as referenced in Attachment A.2 (Additional System Requirements (Baseline Application Modifications)).

2.96 Medical Hub(s)

Shall mean a DHS clinic that provides initial medical exams, forensic evaluations, mental health screenings, and ongoing medical care to DCFS-referred children who are entering, at risk of entering, or in the child welfare system. Medical Hub(s) shall include Primary Medical Hub(s) and Satellite Medical Hub(s).

2.97 Mental Health Screen

Shall mean a mental health screening process conducted by the Medical Hubs using the California Institute of Mental Health (CIMH) Mental Health screening tool, or another tool as agreed upon by DHS, DCFS and DMH.

2.98 mHUB Go-Live

Shall mean performing the required processes for the successful implementation of the mHUB System as itemized in the transition plan, specified in Subtask 1.7 (Go-Live for mHUB System at LAC+USC) of Exhibit A (Statement of Work).

2.99 mHUB System

Shall mean the standalone web-based System Software developed by CONTRACTOR for the VIP clinic, with functionality as set forth in Attachment A.1

(Existing mHUB System Requirements (Baseline Application Software)). The mHUB System, *inter alia*, keeps track of patient and provider appointment schedules, captures medical, forensic, and mental health information, and supports Medical Hub business workflow.

2.100 Minimum Necessary

Shall refer to the minimum necessary standard in 45 C.F.R. Section 164.502(b) as in effect or as amended.

2.101 MRUN; Affinity MRUN

Shall mean Medical Record Unit Number.

2.102 Operations and Maintenance Fees

Shall have the meaning given to such term in Subparagraph 7.2 (Operations and Maintenance Fees).

2.103 Operations and Maintenance Services

Shall mean the operations, maintenance, support, hosting, disaster recovery and other services for the Software described in Exhibit C (Service Level Requirements).

2.104 Operating Systems Software

Shall mean the Software that coordinates the operation of all the System Hardware and governs the processing of application programs. It is the Interface between the Application Software and the System Hardware. Reference to the Operating Systems Software may include one or more components or modules thereof or all Operating Systems Software in the System.

2.105 Password

Shall mean the confidential authentication information composed of a string of characters. [HIPAA]

2.106 PDF

Shall mean “portable document format,” an electronic file format for publishing and distributing electronic documents (text, image, or multimedia) with the same layout, formatting, and font attributes as in the original. The files can be opened and viewed on any computer or operating system using Adobe Acrobat

software. Depending on how the electronic document is formatted, a PDF document may have embedded character recognition for performing key word searches.

2.107 Pool Dollars

Shall mean the maximum amount allocated under this Agreement for the provision by CONTRACTOR of Additional Work, as approved by COUNTY in accordance with the terms of this Agreement and as set forth in Exhibit B (Schedule of Payments).

2.108 Post-Production Interfaces

Shall mean those Interfaces conceived, created and/or developed by or on behalf of CONTRACTOR, as requested by COUNTY, included as part of Additional Work pursuant to this Agreement. Reference to the Post-Production Interfaces may include one or more components or modules thereof or all Post-Production Interfaces in the System.

2.109 Pre-Production Interfaces

Shall mean those Interfaces conceived, created and/or developed by or on behalf of CONTRACTOR to provide the functionality of the mHUB System, as set forth in Attachment A.1 (Existing mHUB System Requirements (Baseline Application Software)) and the functionality of the E-mHUB System, as set forth in Attachment A.2 (Additional System Requirements (Baseline Application Modifications)). Reference to the Pre-Production Interfaces may include one or more components or modules thereof or all Pre-Production Interfaces in the System.

2.110 Primary Medical Hub(s)

Shall mean a DHS Medical Hub(s) that receives referrals directly from DCFS and delegates to their allocated Satellite Medical Hub(s); links DCFS referrals to the Affinity MRUNs for the Primary Medical Hub(s) and Satellite Medical Hub(s); is the key point of contact for DCFS and DMH inquiries; has its Local System Administrator maintain all E-mHUB System Users for both Primary Medical Hub(s) and Satellite Medical Hub(s); and collects and reports workload statistics for the Primary Medical Hub(s) and all allocated Satellite Medical Hub(s).

2.111 Privacy Rule

Shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, also referred to as the Privacy Regulations.

2.112 Problem Management System (PMS)

Shall mean CONTRACTOR's internal system for reporting, tracking and monitoring resolution of System problems reported by COUNTY or identified by CONTRACTOR.

2.113 Problem Management Ticket; PM Ticket

Shall mean a tracking number or other unique identifier issued by CONTRACTOR's PMS for tracking resolutions of System problems reported by COUNTY or identified by CONTRACTOR.

2.114 Production Environment

Shall mean the environment that contains Live Data that is accessed by the User.

2.115 Project Control Document (PCD)

Shall have the meaning given to such term in Subtask 3.1 (Develop, Provide, and Maintain Project Control Document) of Exhibit A (Statement of Work).

2.116 Project Work Plan

Shall have the meaning given to such term in Section E (Detailed E-mHUB System Project Work Plan) of Subtask 3.1 (Develop, Provide, and Maintain Project Control Document) of Exhibit A (Statement of Work).

2.117 Protected Health Information (PHI)

Shall mean individually-identified health information that is transmitted or maintained in electronic medial or any other form or media.

2.118 Rackspace; Rackspace US Inc

Shall mean the existing website hosting vendor for the mHUB System.

2.119 Release Conditions

Shall have the meaning given to such term in Subparagraph 9.5.3 (Release Conditions).

2.120 Remote Management and Performance Tools (RMPT)

Shall have the meaning given to such term in Section IV.B (Performance) of Exhibit C (Service Level Requirements.)

2.121 Replacement Product

Shall have the meaning given to such term in Subparagraph 10.5 (Continuous Product Support).

2.122 Required by Law

Shall mean 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 a government program providing benefits.

2.123 Requirement(s)

Shall mean the COUNTY's functional, technical, service/performance level and/or business requirements of the Software and Services set forth in this Agreement, including the Exhibits and/or any Work Order.

2.124 Role-Based Access

Shall mean the nondiscretionary method of regulating and controlling access to mHUB and E-mHUB based on the COUNTY's risk assessment of roles of the individual Authorized User as indicated on Attachment A.2.2 (Role-Based Access and Responsibilities Matrix for DHS Medical Hubs and DCFS).

2.125 Satellite Medical Hub

Shall mean a DHS location that uses the same QuadraMed Affinity system as its designated Primary Medical Hub(s); shares patient information in E-mHUB with its Primary Medical Hub(s) without any restrictions; shares staff, schedules and workload with its Primary Medical Hub(s), by location; receives delegated DCFS

referrals from its Primary Medical Hub(s); and maintains separate and unique database records from its affiliated Primary Medical Hub and other Satellite Medical Hub(s) linked to the same Primary Medical Hub.

2.126 Scheduled Downtime

Shall have the meaning given to such term in Section III.C.2 (Scheduled Downtime) of Exhibit C (Service Level Requirements).

2.127 Security Incident

Shall mean 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

2.128 Services

Shall mean all Implementation Services, Training Services, Operations and Maintenance Services, Additional Services and any other Services included in Additional Work, and other services from time to time provided by CONTRACTOR pursuant to this Agreement, including the Exhibits and/or any Work Order.

2.129 Software

Shall mean any and all computer programs conceived, created and/or developed by or on behalf of CONTRACTOR for the Tasks, Deliverables, Services and/or other Work required under Exhibit A (Statement of Work) and/or any Work Order. Software includes the computer programs as set forth in Attachment A.3 (E-mHUB System Diagram) and required by this Agreement to meet the Specifications and Requirements set forth in Attachment A.1 (Existing mHUB System Requirements (Baseline Application Software)) and Attachment A.2 (Additional System Requirements (Baseline Application Modifications)) and elsewhere in this Agreement. Software further includes all Interfaces, Custom Modifications, Updates and Third Party Software from time to time provided by CONTRACTOR hereunder, together with Source Code and executable object code of all the foregoing.

2.130 Source Code

Shall mean the computer programming code in human readable form that is not suitable for machine execution without the intervening steps of interpretation or

compilation, including the tools and developer kits that created and that enable creation of such code. Unless otherwise noted, references herein to Source Code mean Source Code for the Software.

2.131 Specifications

Shall mean the product specifications for the Software and/or the Services as set forth in (a) this Agreement, including the Exhibits and/or and Work Orders, and/or (b) the Documentation, including product specifications which describe design, functionality, features, capacity, availability, accuracy and/or any other performance or other criteria of the Software and/or the Services.

2.132 Intentionally Omitted

2.133 State

Shall mean the State of California.

2.134 Statement of Work

Shall mean a document describing the specific tasks and methodologies that will be followed to satisfy the requirements of the Work activities, Deliverables and timeline required by the COUNTY. The Statement of Work is also known as Exhibit A of this Agreement.

2.135 Subcontractor

Shall mean any person, entity, or organization to which CONTRACTOR proposes to delegate or has delegated any of its obligations under this Agreement.

2.136 Subtask(s)

Shall mean one or more sub-areas of Work to be performed under this Agreement as identified as a numbered Subtask in Exhibit A (Statement of Work) or any approved Amendment.

2.137 Successor Event

Shall have the meaning given to such term in Subparagraph 10.5 (Continuous Product Support).

2.138 System

Shall mean all System Hardware and System Software, which includes all Operating Systems Software, Application Software and Third Party Software, and as otherwise agreed to in writing by COUNTY and CONTRACTOR, collectively comprising the E-mHUB System. Reference to the System may include one or more components or modules thereof or the entire System. A diagram depicting the System as of the Effective Date is attached as Attachment A.3 (E-mHUB System Diagram).

2.139 System Design Document (SDD)

Shall mean a written document setting forth all system changes required to modify the mHUB System to the E-mHUB System, as specified in Task 6 (Provide System Design Document) of Exhibit A (Statement of Work).

2.140 System Hardware

Shall mean the equipment owned by the COUNTY at the ISD Host Site, which is necessary for the operation of the mHUB and E-mHUB Systems. Reference to the System Hardware may include one or more components or modules thereof or all System Hardware in the System.

2.141 System Software

Shall mean all associated Operating Systems Software, Application Software and Third Party Software as described in Attachment A.3 (E-mHUB System Diagram) and as otherwise agreed to in writing by CONTRACTOR and COUNTY. COUNTY will be responsible for the associated Operating Systems Software and Third Party Software within its control. Reference to the System Software may include one or more components or modules thereof or the entire System Software.

2.142 Task(s)

Shall mean one of the major areas of Work to be performed under this Agreement identified as a numbered Task in Exhibit A (Statement of Work).

2.143 Taxes

Shall have the meaning given to such term in Subparagraph 7.3 (Taxes).

2.144 Technical Requirements Specification Document

Shall mean a written document setting forth the technical design requirements required to enhance the mHUB System to the E-mHUB System as set forth in

Subtask 5.7 (Prepare Technical Requirements Specification Document) of Exhibit A (Statement of Work).

2.145 Term

Shall have the meaning given to such term in Subparagraph 6.1 (Term).

2.146 Test Environment

Shall mean the mirrored image, containing test data, of either the mHUB System's or E-mHUB System's Production Environment which is used for all System Testing before deploying to the Production Environment. It is also used for Training purposes.

2.147 Third Party Software

Shall have the meaning given to such term in Subparagraph 10.4.1.

2.148 Training

Shall mean System Software training provided by CONTRACTOR pursuant to this Agreement, including initial System training, as well as additional training that COUNTY may acquire in the future as part of Additional Work.

2.149 Transition Plan

Shall mean the identified steps and processes necessary for moving the existing mHUB System from Rackspace, the current host site, to ISD Host Site.

2.150 Unauthorized Access

Shall mean inappropriate review or viewing of patient medical information without a direct need for diagnosis, treatment, or other lawful use as permitted by CMIA (Health and Safety Code Section 1280.15(i)(2)).

2.151 Unauthorized Use(s); Unauthorized User

Shall mean any COUNTY staff person who has been given access to the COUNTY's mHUB System or E-mHUB System and the individual health information contained therein without permission or legitimate reason or any other person accessing information for any Unauthorized Use.

2.152 Unscheduled Downtime

Shall have the meaning given to such term in Section IV.C.1 (Scheduled Downtime) of Exhibit C (Service Level Requirements).

2.153 Unsecured Protected Health Information

Shall have the same meaning as the term “unsecured protected health information" in 45 C.F.R. § 164.402.

2.154 Updates

Shall have the meaning given to such term in Section I (Updates) of Exhibit C (Service Level Requirements).

2.155 URL

Shall mean “uniform resource locator”, which is a unique address that identifies both Production Environments and Test Environments for the mHUB System and the E-mHUB System on the Internet for routing purposes.

2.156 Use; Use(s)

Shall have the meaning with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate’s internal operations.

2.157 User(s); Authorized User(s)

Shall have the meaning given to such tem in Subparagraph 2.10 .

2.158 Version Releases

Shall have the meaning given to such term in Section II (Version Releases and Support) of Exhibit C (Service Level Requirements).

2.159 VIP

Shall mean “Violence Intervention Program,” a contracted DMH provider located at LAC+USC’s Medical Hub. VIP and CONTRACTOR initiated the mHUB System, and VIP shall be the only Medical Hub licensed to use mHUB System/E-mHUB System’s mental health assessment module.

2.160 Warranty Period

Shall have the meaning given to such term in Subparagraph 10.1.1.

2.161 Work

Shall mean any and all Tasks, Subtasks, Deliverables and Services provided or to be provided by or on behalf of the CONTRACTOR pursuant to this Agreement.

2.162 Work Order

Shall have the meaning given to such term in Subparagraph 5.3.4.

2.163 WUI

Shall mean "Web User Interface," which are screens used by the Users to interact with the System.

3.0 ADMINISTRATION OF AGREEMENT – COUNTY

3.1 COUNTY's PROJECT DIRECTOR

COUNTY's Project Director for this Agreement shall be the following person or such person's designee:

Cheri Todoroff, Deputy
COUNTY of Los Angeles, Department of Health Services
Planning & Program Oversight
313 N. Figueroa St, Room 901A
Los Angeles, CA 90012
213-240-8272
Email: ctodoroff@dhs.lacounty.gov

3.2 CHANGE IN COUNTY's PROJECT DIRECTOR

COUNTY will notify CONTRACTOR in writing, within ten (10) Business Days, of any change in the name or address of the COUNTY's Project Director.

3.3 RESPONSIBILITIES OF THE COUNTY's PROJECT DIRECTOR

3.3.1 COUNTY's Project Director will be responsible for providing direction to CONTRACTOR in the areas relating to COUNTY policies and procedures and for confirming that CONTRACTOR meets the objectives of this Agreement, including with respect to the provision of Work.

3.3.2 COUNTY's Project Director will have the right at all times to inspect any and all Work provided by or on behalf of CONTRACTOR.

3.3.3 Except as set forth in Paragraph 8 (Change Notices and Amendments), COUNTY's Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate COUNTY in any respect whatsoever.

3.4 COUNTY's PROJECT MANAGER

COUNTY's Project Manager for this Agreement shall be the following person or such person's designee:

Stuart Suede, Project Manager
County of Los Angeles, Department of Health Services
Health Services Administration-Information Technology
Enterprise Project Delivery Division
313 N. Figueroa St, Room 326
Los Angeles, CA 90012
213-240-7802
Email: ssuede@dhs.lacounty.gov

3.5 CHANGE IN COUNTY's PROJECT MANAGER

COUNTY will notify CONTRACTOR in writing, within ten (10) Business Days, of any change in the name or address of COUNTY's Project Manager.

3.6 RESPONSIBILITIES OF COUNTY's PROJECT MANAGER

3.6.1 COUNTY's Project Manager will be responsible for confirming that CONTRACTOR meets the technical standards and requirements of this Agreement, including with respect to the provision of Work. COUNTY's Project Manager will additionally be responsible for advising COUNTY's Project Director as to CONTRACTOR's performance in areas relating to COUNTY's requirements and standards.

3.6.2 COUNTY's Project Manager shall meet and confer with CONTRACTOR's Project Manager on a regular basis.

3.6.3 COUNTY's Project Manager will have the right at all times to inspect any and all Work provided by or on behalf of CONTRACTOR.

3.6.4 Except as set forth in Paragraph 8 (Change Notices and Amendments), COUNTY's Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate COUNTY in any respect whatsoever.

4.0 ADMINISTRATION OF AGREEMENT – CONTRACTOR

4.1 CONTRACTOR's PROJECT DIRECTOR

CONTRACTOR's Project Director shall be the following person who shall be a full-time employee of CONTRACTOR:

Jason Xue, Project Director
Saga Technologies Inc.
200 S. Garfield Avenue, Suite 102F
Alhambra, CA 91801
800-549-8949
Email: jxue@sagatechnologies.com

4.2 RESPONSIBILITIES OF CONTRACTOR's PROJECT DIRECTOR

CONTRACTOR's Project Director shall be responsible for CONTRACTOR's performance of all Work and ensuring CONTRACTOR's compliance with this Agreement. CONTRACTOR's Project Director shall be available to meet with COUNTY's Project Manager monthly, or more frequently if requested by COUNTY, to review project progress and discuss project coordination. Such meetings shall be conducted at a mutually agreed upon time and place.

4.3 CONTRACTOR's PROJECT MANAGER

CONTRACTOR's Project Manager shall be the following person who shall be a full-time employee of CONTRACTOR:

Chenni Sun, Project Manger
Saga Technologies Inc.
200 S. Garfield Avenue, Suite 102F
Alhambra, CA 91801
800-519-8949
Email: csun@sagatechnologies.com

4.4 RESPONSIBILITIES OF CONTRACTOR's PROJECT MANAGER

CONTRACTOR's Project Manager shall be responsible for CONTRACTOR's day-to-day activities as related to this Agreement and for reporting to COUNTY in the manner set forth in Exhibit A (Statement of Work). CONTRACTOR's Project Manager shall meet and confer with COUNTY's Project Manager on a regular basis, but not less frequently than weekly. Such meetings shall be conducted at a mutually agreed upon time and place.

4.5 APPROVAL OF CONTRACTOR's STAFF

COUNTY approves of the persons designated as CONTRACTOR's Project Director and CONTRACTOR's Project Manager set forth in Subparagraph 4.1 (CONTRACTOR's Project Director) and Subparagraph 4.3 (CONTRACTOR's Project Manager), respectively, as of the Effective Date.

COUNTY may require replacement of any member of CONTRACTOR's staff performing Work hereunder, including CONTRACTOR's Project Director and CONTRACTOR's Project Manager. COUNTY has the right to approve or disapprove each proposed replacement for CONTRACTOR's Project Director or CONTRACTOR's Project Manager and/or other member of CONTRACTOR's staff, prior to such person performing Work hereunder. CONTRACTOR shall provide COUNTY with a resume of each proposed replacement for CONTRACTOR's staff, including CONTRACTOR's Project Director and CONTRACTOR's Project Manager, and an opportunity to interview such person prior to such person performing Work hereunder.

CONTRACTOR shall take all necessary steps to assure continuity over time of the personnel serving on CONTRACTOR's staff, including CONTRACTOR's Project Director and CONTRACTOR's Project Manager. In the event CONTRACTOR needs 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. CONTRACTOR shall Work with COUNTY on a mutually agreeable transition plan so as to provide an acceptable replacement and to ensure project continuity.

CONTRACTOR shall promptly fill any staff vacancy with personnel having qualifications at least equivalent to those of the vacating staff member(s).

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 and Work required by this Agreement.

CONTRACTOR shall supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner, including all staff required for CONTRACTOR's compliance with the Project Control Document and completion of other Deliverables to be completed under the Exhibit A (Statement of Work).

All of CONTRACTOR's staff located in the United States performing Work under this Agreement shall be adults who are legally eligible to Work under the laws of the United States of America and the State of California. All of CONTRACTOR's staff who have direct contact with COUNTY (either by telephone, electronic or written correspondence) shall be fully fluent in both spoken and written English.

4.6 BACKGROUND AND SECURITY INVESTIGATIONS

At any time prior to or during Term, COUNTY may require that all of CONTRACTOR's staff performing Work under this Agreement undergo and pass, to the satisfaction of COUNTY, a background investigation, as a condition of beginning and continuing to Work under this Agreement. COUNTY shall use its discretion in determining the method of background clearance to be used, up to and including a COUNTY performed fingerprint security clearance. The fees associated with conducting each background investigation shall be at the expense of the CONTRACTOR, regardless if the applicable member of CONTRACTOR's staff passes or fails the background investigation.

Any disqualification of a member of CONTRACTOR's staff, pursuant to this Subparagraph 4.6, shall not relieve CONTRACTOR of its obligation to complete all Work in accordance with the terms and conditions of this Agreement. CONTRACTOR shall promptly replace any disqualified staff member with one who meets the requirements of Paragraph 4.0 (Administration of Agreement - CONTRACTOR).

4.7 CONFIDENTIALITY AND SECURITY

4.7.1 CONTRACTOR shall maintain the confidentiality of all of COUNTY'S records and information, including County Materials, to which CONTRACTOR and/or its employees or other agents have access during the course of performance of Work hereunder and events or circumstances which occur during the course of such performance (collectively "Confidential Information"), in accordance with all applicable federal, State and local laws, regulations, ordinances, guidelines, policies, procedures and directives relating to confidentiality and information security, including the following:

- California Civil Code Section 1798.82
- All COUNTY'S policies concerning information technology security and the protection of Confidential Information and records.
- All requirements of the HIPAA Privacy Rule, as defined in Section VI (Compliance with HIPAA) and all applicable State or federal laws, including but not limited to the CMIA and HITECH Act;
- All applicable security Breach reporting and notification laws, including but not limited to Cal. Health & Safety Code section 130200 et seq.

Further, CONTRACTOR shall take all reasonable actions necessary or advisable to protect all Confidential Information in its possession, custody and/or control from loss or damage by any cause, including fire, theft or other catastrophe. In addition, if requested by COUNTY's Project Manager, CONTRACTOR shall provide notification to all persons whose unencrypted personal information was, or is reasonably believed to have been, acquired by any unauthorized person, and the content, method and timing of such notification shall be subject to the prior approval of COUNTY's Project Manager.

4.7.2 Notwithstanding any provision to the contrary in this Agreement, either party may disclose information about the other party that: (a) is lawfully in the public domain at the time of disclosure; (b) is disclosed with the prior approval of the party to which such information pertains; or (c) is required by law to be disclosed.

4.7.3 CONTRACTOR shall not reproduce, distribute or disclose to any person or entity any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding information security or maintenance in COUNTY'S computer systems, or to any safeguard, countermeasure or contingency plan, policy or procedure for data security contemplated or implemented by COUNTY.

4.7.4 With respect to any of the Confidential Information, CONTRACTOR shall: (a) not use any such Confidential Information for any purpose whatsoever other than carrying out the express terms of this Agreement; (b) promptly transmit to COUNTY all requests for disclosure of any such Confidential Information; (c) not disclose, except as otherwise specifically permitted by this Agreement, any such Confidential Information to any person or organization other than COUNTY without COUNTY's prior written authorization; (d) inform the COUNTY's Project Director of any unauthorized access or security Breach beyond the permission levels designated in the Attachment A.2.2 (Role-Based Access and Responsibilities Matrix for DHS Medical Hubs and DCFS) and/or any unauthorized use; and (e) at the expiration or termination of this Agreement, return or destroy all such Confidential Information as instructed under Subparagraph 12.9 (Effect of Termination).

4.7.5 In the event CONTRACTOR receives any court or administrative agency order, service of process, or request by any person or entity (other than the persons or entities described in Subparagraph 4.7.6 below) for disclosure of any such Confidential Information, CONTRACTOR shall immediately notify COUNTY's Project Manager. Thereafter CONTRACTOR shall comply with such order, process or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, CONTRACTOR shall delay such compliance and cooperate with COUNTY to obtain relief from such obligations to

disclose until COUNTY shall have been given a reasonable opportunity to obtain such relief.

4.7.6 CONTRACTOR shall inform all of its officers, employees, and agents providing Work hereunder of the confidentiality provisions of this Agreement. CONTRACTOR shall provide to COUNTY an executed Acknowledgment, Confidentiality and Assignment Agreement substantially in the form attached hereto as Exhibit G (CONTRACTOR Employee Acknowledgment, Confidentiality and Copyright Assignment Agreement) with such changes as are approved in advance by COUNTY's Project Manager, for each of its employees and agents performing Work under this Agreement. Notwithstanding the foregoing, CONTRACTOR acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person or entity to which CONTRACTOR discloses the Confidential Information or provides access to such Confidential Information by virtue of performing Work on behalf of CONTRACTOR under this Agreement.

4.7.7 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with this Subparagraph 4.7 (Confidentiality and Security) as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this Paragraph 4.7 (Confidentiality and Security) shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY, in its sole judgment, COUNTY shall be entitled to retain its own counsel, including County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of COUNTY without COUNTY'S prior written approval.

4.7.8 CONTRACTOR acknowledges that a breach by CONTRACTOR of this Subparagraph 4.7 (Confidentiality and Security) may result in irreparable injury to COUNTY that may not be adequately compensated by monetary damages, and that, in addition to COUNTY'S other rights under this Agreement, at law and in equity, COUNTY shall have the right to injunctive relief to enforce the provisions of this Subparagraph 4.7 (Confidentiality and Security).

4.7.9 This Subparagraph 4.7 (Confidentiality and Security) shall not apply to information about the other which is lawfully in the public domain at the time of disclosure

4.8 CHANGES IN CONTRACTOR's PROJECT TEAM

4.8.1 CONTRACTOR will notify COUNTY in writing, within ten (10) Business Days, of any change in the name or address of CONTRACTOR's Project Director.

4.8.2 CONTRACTOR will notify COUNTY in writing, within ten (10) Business Days, of any change in the name or address of CONTRACTOR's Project Manager.

5.0 WORK, ACCEPTANCE OF WORK

5.1 GENERAL

Pursuant to the provisions of this Agreement, commencing on the Effective Date, CONTRACTOR shall fully perform, complete and timely deliver (in accordance with, as applicable, the Project Work Plan or a Work Order's project schedule), all Tasks, Deliverables, Services and other Work as set forth in this Agreement, including in Exhibit A (Statement of Work) and/or any Work Order.

5.2 OPERATIONS AND MAINTENANCE SERVICES

Without limiting Subparagraph 10.1 (Product and Service Warranties and Covenants), provided COUNTY is paying the applicable Operations and Maintenance Fees in accordance with this Agreement, CONTRACTOR shall provide Operations and Maintenance Services for the Software commencing on the applicable Effective Date and continuing until the expiration or termination of this Agreement, as set forth in Task 1 (Migrate mHUB to ISD Host Site) and Subtask 16.3 (Complete Go-Live by mHUB Location) of Exhibit A (Statement of Work).

5.3 ADDITIONAL WORK

5.3.1 Subject to Paragraph 8.0 (Change Notices and Amendments), from time to time following the Effective Date, DHS may request that CONTRACTOR: (a) provide Licenses for additional software applications to be added to and become part of the Software; (b) provide additional Custom Modifications beyond those then-contemplated by Exhibit A (Statement of Work) and/or any Work Order (the Licenses, Interfaces and Custom Modifications described in clauses (a) through (b) are collectively "Additional Software Components"); (c) provide additional Training Services, installation, implementation, configuration, integration, data

conversion and migration services, consulting and other professional services beyond those then-contemplated by Exhibit A (Statement of Work) and/or any Work Order; and/or (d) provide additional Operations and Maintenance Services beyond those then-contemplated by Exhibit A (Statement of Work) and/or any Work Order (the services described in clause (c) through (d) are collectively "Additional Services"; together with Additional Software Components, "Additional Work").

5.3.2 Within ten (10) Business Days of each request for Additional Work, or such other period as mutually agreed to by CONTRACTOR and DHS, CONTRACTOR shall provide a written proposal in response to the request together, if applicable, with the Requirements and Specifications. The written proposal shall include the "not-to-exceed" price for such Additional Work, calculated at the applicable rates set forth in Exhibit B (Schedule of Payments). If COUNTY finds the proposal acceptable, the parties shall mutually and cooperatively draft a Change Notice or Amendment, as required under Paragraph 8.0 (Change Notices and Amendments), substantially in the form attached hereto as Attachment A.7 (Change Notice).

5.3.3 Any proposal submitted by CONTRACTOR hereunder shall remain valid for sixty (60) days following CONTRACTOR's delivery thereof to DHS.

5.3.4 Upon execution in accordance with Paragraph 8.0 (Change Notices and Amendments), each such Change Notice and Amendment shall constitute a "Work Order" under this Agreement for all purposes. Notwithstanding the foregoing, the parties understand and agree that Tasks, Deliverables, Services and other Work performed by CONTRACTOR pursuant to a Work Order will not require additional fees unless, and solely to the extent, expressly agreed pursuant to such Work Order. Each Work Order, CONTRACTOR's performance thereunder and any Tasks, Deliverables, Services and/or other Work delivered by CONTRACTOR with respect thereto, shall be subject to the terms and conditions of this Agreement in addition to the terms and conditions of such Work Order, including any applicable performance and/or service level standards set forth herein. Without limiting the foregoing, all Additional Software Components provided under such Change Notice or Amendment shall constitute "Software" for all purposes under this Agreement and all Additional Services provided under such Change Notice or Amendment shall constitute "Services" for all purposes under this Agreement.

5.4 APPROVAL OF WORK GENERALLY

Subject to Subparagraph 5.5 (Final System Acceptance), upon completion of particular Tasks, Deliverables, Services and other Work, provided under Exhibit A (Statement of Work) and/or any Work Order, CONTRACTOR shall complete and deliver to COUNTY's Project Director an Acceptance Certificate substantially in the

form attached hereto as Attachment A.8 (Acceptance Certificate) (each an "Acceptance Certificate"), together with any supporting documentation reasonably requested by COUNTY, for COUNTY's Project Director's written approval. All Tasks, Deliverables, Services and other Work must be approved in writing by COUNTY's Project Director, as indicated by COUNTY's Project Director's countersignature to the applicable Acceptance Certificate. In no event shall COUNTY be liable or responsible for payment for a particular Task, Deliverable, Service or other Work prior to execution of the Acceptance Certificate for such Task, Deliverable, Service or other Work.

5.5 FINAL SYSTEM ACCEPTANCE

5.5.1 Without limiting the generality of Subparagraph 5.4 (Approval of Work Generally), CONTRACTOR shall achieve "Final System Acceptance" in respect of the Software and the Implementation Services upon occurrence of all of the following: (a) CONTRACTOR has successfully delivered the Software and the Implementation Services and COUNTY's Project Manager has verified such successful completion and delivery; (b) the Software and the Implementation Services have successfully completed all applicable Acceptance Tests and COUNTY's Project Manager has verified such successful completion; (c) all components of the Software and the Implementation Services have performed as required under Exhibit A (Statement of Work); (d) CONTRACTOR has completed and delivered to COUNTY's Project Director, and COUNTY's Project Director has countersigned, the Acceptance Certificates for Deliverable 17 (Final System Acceptance) and all preceding Deliverables listed in Exhibit A (Statement of Work). CONTRACTOR shall achieve Final System Acceptance by the date specified in the Project Plan.

5.5.2 If, at any time during Acceptance Testing, COUNTY's Project Manager makes a good faith determination that one or more components of the Software and/or the Implementation Services have not successfully completed the Acceptance Tests, COUNTY shall promptly notify CONTRACTOR in writing of such failure, specifying in reasonable detail the reasons for such failure. CONTRACTOR shall immediately commence such necessary corrections and repairs to the component(s) Software and the Implementation Services to permit such Software and Implementation Services to be ready for retesting. CONTRACTOR shall notify COUNTY when such corrections and repairs have been completed and COUNTY, at its election, shall engage in further Acceptance Testing.

5.5.3 If, following the retesting, COUNTY's Project Manager makes a good faith determination that one or more components of the Software and/or the Implementation Services continues to fail to successfully complete one or more Acceptance Tests, COUNTY shall promptly notify CONTRACTOR in writing of COUNTY's election to either (a) permit CONTRACTOR to repeat

the correction and repair process described in Subparagraph 5.5.2 above or (b) terminate this Agreement with respect to the component(s) of the Software and/or Implementation Services which have not successfully completed the Acceptance Tests or the Software and Implementation Services as a whole.

5.5.4 If COUNTY elects to terminate this Agreement under Subparagraph 5.5.3 above, CONTRACTOR shall refund COUNTY one hundred percent (100%) of the fees previously paid to CONTRACTOR under this Agreement with respect to the affected component(s) of Software and/or Implementation Services within fifteen (15) days from the date on which COUNTY notifies CONTRACTOR of such termination. COUNTY shall thereafter owe CONTRACTOR no further obligations under this Agreement with respect to such affected component(s) of Software and/or Implementation Services.

5.6 DELIVERY OF GOODS

All Software, Documentation, and Updates provided under Exhibit C (Service Level Requirements), Interfaces, Custom Modifications and Additional Software Components shall be delivered in electronic format to the Test Environment provided by CONTRACTOR under Exhibit A (Statement of Work) for Acceptance Testing pursuant to Exhibit A (Statement of Work) or the applicable Work Order. After acceptance, all Software shall be available for Production Use from the ISD Host Site and maintained by CONTRACTOR as set forth in Exhibit C (Service Level Requirements). All Documentation shall be made available to COUNTY in an electronic format or as otherwise set forth in Exhibit A (Statement of Work), or as may be requested by COUNTY's Project Manager in writing.

5.7 UNAUTHORIZED/UNAPPROVED WORK

If CONTRACTOR provides any Tasks, Deliverables, Services or other Work, other than as specified in this Agreement, including in the Exhibit A (Statement of Work) and/or any Work Order, or if CONTRACTOR provides 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. Further, COUNTY reserves the right to reject any Work not approved by COUNTY pursuant to Subparagraph 5.4 (Acceptance of Work Generally).

6.0 TERM OF AGREEMENT

6.1 TERM

The Term of this Agreement shall be five (5) years commencing on the Effective Date, unless sooner terminated or extended, in whole or in party, as provided in this Agreement ("Initial Term"). The Term of this Agreement may be extended for an additional year ("Extended Term"), which shall be exercised at the discretion of COUNTY. The exercise of the Extended Term shall be documented in accordance with the Paragraph 8.0 (Change Notices and Amendments).

6.2 PERPETUAL LICENSE TERM

Notwithstanding the foregoing, the Term of the License granted by CONTRACTOR to COUNTY hereunder shall be perpetual.

6.3 NOTIFICATION OF EXPIRATION OF TERM

CONTRACTOR shall notify COUNTY's Project Director when this Agreement is within six (6) months from the expiration of the Initial Term or any Extended Term. Upon occurrence of this event, CONTRACTOR shall send written notification to COUNTY's Project Director at the address set forth in Paragraph 3.0 (Administration of Agreement – COUNTY).

7.0 CONTRACT SUM; PRICING; INVOICES AND PAYMENTS

7.1 GENERAL

Exhibit B (Schedule of Payments) sets forth the "Contract Sum" under this Agreement, which is the total monetary amount payable by COUNTY to CONTRACTOR in accordance with the terms of this Agreement for supplying all Tasks, Deliverables, Services and other Work, including the Software, Implementation Services, Operations and Maintenance Services and Additional Work. Exhibit B (Schedule of Payments) additionally sets forth the pricing available to COUNTY during the Term of this Agreement for any applicable Additional Work. Notwithstanding any provision of this Subparagraph 7.1, CONTRACTOR shall fully perform and complete all Work required of CONTRACTOR by this Agreement, including any application Work Order, in exchange for the amounts to be paid by CONTRACTOR as set forth in the Agreement, including any applicable Work Order.

7.2 OPERATIONS AND MAINTENANCE FEES

Exhibit B (Schedule of Payments) identifies the aggregate amount available under this Agreement to pay Operations and Maintenance Fees. Such amount is included in the Contract Sum referenced in Subparagraph 7.1 (General). Provided CONTRACTOR is performing the applicable Operations and Maintenance Services, COUNTY's obligation to pay the Operations and Maintenance Fees shall commence (i) with respect to the mHUB System, upon the Effective Date of the Agreement

until the completion of the Warranty Period following E-mHUB Go-Live at the second Primary Medical Hub; and (ii) with respect to the E-mHUB System, upon successful completion of the Warranty Period following E-mHUB Go-Live at the second Primary Medical Hub. The Operations and Maintenance Fees shall be invoiced by CONTRACTOR, and are payable by COUNTY, quarterly, in advance. The aggregate Operations and Maintenance Fees are the maximum amount payable to CONTRACTOR for its performance of all of the Operations and Maintenance Services.

7.3 TAXES

The Contract Sum referenced in Subparagraph 7.1 (General) includes all applicable Taxes on all taxable Deliverables provided under Exhibit B (Schedule of Payments) or otherwise due as a result of this Agreement. The pricing included in each Work Order executed following the Effective Date shall include, among other things, all applicable Taxes on all taxable Deliverables provided under such Work Order or otherwise due as a result of such Work Order. COUNTY shall not be liable or responsible for payment or reimbursement of any Taxes associated with this Agreement except as set forth on Exhibit B (Schedule of Payments) or in a Work Order. CONTRACTOR will be solely liable and responsible for payment of all such Taxes to the state or other taxing authority. In addition, CONTRACTOR shall be solely liable and 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.

7.4 SHIPPING

The Contract Sum referenced in Subparagraph 7.1 (General) includes all amounts necessary for COUNTY to reimburse CONTRACTOR for all applicable shipping charges for all Deliverables requiring shipping under this Agreement or otherwise occurring as a result of this Agreement. The pricing included in each Work Order executed following the Effective Date shall include, among other things, all applicable shipping charges for all Deliverables requiring shipping under such Work Order or otherwise due as a result of such Work Order. CONTRACTOR shall be solely responsible, and shall pay such shipping charges to, the applicable carrier.

7.5 NOTIFICATION OF AUTHORIZED AMOUNTS

CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total amount authorized under this Agreement (a) with respect to Exhibit A (Statement of Work) and (b) with respect to each Work Order. Upon occurrence of this event, CONTRACTOR shall send written notification to COUNTY's Project

Director at the address herein provided in Paragraph 3.0 (Administration of Agreement - COUNTY).

7.6 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 Service provided by CONTRACTOR after the expiration or other termination of this Agreement. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY's Project Director and shall immediately repay all such funds to COUNTY. Payment by COUNTY for Services rendered after such expiration or termination of this Agreement shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR.

7.7 INVOICES AND PAYMENTS

Without limiting the other provisions of this Agreement, during the term of this Agreement, CONTRACTOR shall only invoice, and COUNTY shall only be obligated to pay, for the Tasks, Deliverables, Services and other Work (a) specified in Exhibit A (Statement of Work) or any Work Order, (b) the pricing of which does not exceed the applicable pricing set forth in Exhibit B (Schedule of Payments) and (c) Tasks, Deliverables, Services and other Work which have been approved by COUNTY's Project Director in accordance with the applicable of Subparagraph 5.4 (Approval of Work Generally) and Subparagraph 5.5 (Final System Acceptance). CONTRACTOR shall not be entitled to payment or reimbursement for any Tasks, Deliverables, Services or other Work performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein.

7.7.1 All invoices under this Agreement shall be submitted to the COUNTY's Project Manager in either electronic format or by U.S. mail at the address set forth in Paragraph 3.0 (Administration of Agreement – COUNTY). COUNTY's Project Manager shall review invoice(s) for accuracy and notify CONTRACTOR's Project Manager of any discrepancy using Exhibit M (Invoice Discrepancy Report). CONTRACTOR shall respond to COUNTY's submission of Exhibit M (Invoice Discrepancy Report) and submit corrected invoice(s).

7.7.2 All invoices submitted hereunder shall:

7.7.2.1 For invoices requesting payment for Implementation Services, reference the applicable Deliverable(s) set forth in Table 1 of Section I (Deliverables) of Exhibit B (Schedule of Payments). CONTRACTOR's invoices shall show the "Deliverable Number" per table row, "Deliverable Description(s)," Deliverable Amount(s),"

Amount(s) Due Upon Completing Deliverable(s)," and "Holdback Amount(s) Until Final System Acceptance;"

7.7.2.2 For invoices requesting payment for Additional Work, include a statement of CONTRACTOR's personnel hours utilized for such Work, including a breakdown by CONTRACTOR's staff level, and the amount due;

7.7.2.3 Have attached, for Subparagraphs 7.7.2.1 and 7.7.2.2 above, all applicable fully-executed Acceptance Certificates and, if appropriate, the completed Attachment A.7 (Change Notice) authorizing Additional Work;

7.7.2.4 For invoices requesting payment for Operations and Maintenance Services: (a) for the mHUB System, identify the dates for which payment is requested and the amount due; and (b) for the E-mHUB System, identify each Primary Medical Hub for which payment is requested and the amount due; and the total amount due;

7.7.2.5 Indicate any applicable Holdbacks or Credits due to COUNTY under the terms and conditions of this Agreement or reversals thereof; and

7.7.2.6 Attach any other supporting documentation reasonably requested by COUNTY through its Project Manager.

7.7.3 All invoices submitted by CONTRACTOR for payment must have the written approval of the COUNTY's Project Manager prior to any payment thereof. In no event shall COUNTY be liable or responsible for any payment prior to such written approval. Approval of invoices will not be unreasonably withheld.

7.7.4 COUNTY will withhold ten percent (10%) of each Deliverable payment identified on Exhibit B (Schedule of Payments) or in any applicable Work Order (in this Subparagraph 7.7.4, "Holdback Amount"). The cumulative amount of such Holdback Amount shall be payable to CONTRACTOR (a) with respect to Deliverables listed in Exhibit B (Schedule of Payments), upon CONTRACTOR's achievement of Final System Acceptance of the Software and the Implementation Services and (b) with respect to Deliverables listed in any applicable Work Order, as provided in such Work Order, in each case, subject to adjustment for any amount arising under this Agreement owed to COUNTY by CONTRACTOR, including any amounts arising from Credits due to COUNTY under this Agreement, COUNTY's right to withhold payment under this Agreement and any partial termination of Work as provided under this Agreement.

7.7.5 COUNTY shall be entitled to Credits in the following cases:

7.7.5.1 For each and every occasion upon which a Deliverable identified in Exhibit A (Statement of Work) or in any Work Order has not been completed by CONTRACTOR by the date set forth for completion of said Deliverable in the Project Work Plan or the

project schedule for such Work Order, as the case may be, as revised from time to time in accordance with the terms of this Agreement (in this Subparagraph 7.7.5.1, "Due Date"), COUNTY shall receive a Credit against any or all amounts payable by COUNTY to CONTRACTOR pursuant to this Agreement, in the amount of one thousand Dollars ($1,000.00) for each Day following the Due Date the Deliverable is not completed. Such Credits may be applied, at the discretion of COUNTY, to any amounts payable by COUNTY to CONTRACTOR, whether under this Agreement or otherwise. The Credits set forth above shall continue to accrue until the Deliverable is completed and shall not be reversed. A Deliverable shall be deemed completed for purposes of this Subparagraph 7.7.5.1 on the earliest date that all of the Work required for the completion of such Deliverable is completed, delivered to COUNTY and accepted pursuant to, as applicable, Subparagraph 5.4 (Approval of Work Generally) and/or Subparagraph 5.5 (Final System Acceptance) of this Agreement, without the need for COUNTY's Project Director to request corrective action for such Deliverable. For purposes of this Subparagraph 7.7.5.1, the determination of whether a Deliverable has been so completed and is so approved, and of the date upon which such Deliverable was completed, shall be made by COUNTY's Project Director as soon as practicable after COUNTY is informed by CONTRACTOR that such Deliverable has been completed and is given all the necessary information, data and Documentation to verify such completion. To the extent that the completion of a Deliverable has not been met by the Due Date due to an excusable delay within the meaning of Subparagraph 13.45 (Force Majeure), as determined in the sole judgment of COUNTY's Project Director, COUNTY shall not be entitled to Credits under this Subparagraph 7.7.5.1.

7.7.5.2 In addition to the Credits described in Subparagraph 7.7.5.1 above, COUNTY shall be entitled to receive the Credits for Deficiencies in Operations and Maintenance Services, including but not limited to System availability Deficiencies and System response time Deficiencies, all as described in Exhibit C (Service Level Requirements). Such Credits may be applied, at the discretion of the COUNTY's Project Director, to any amounts payable by COUNTY to CONTRACTOR, whether under this Agreement or otherwise. To the extent that a Deficiency in Operations and Maintenance Services has not been remedied in accordance with Exhibit C (Service Level Requirements) due to an excusable delay within the meaning of Subparagraph 13.45 (Force Majeure), as determined in the sole judgment of COUNTY's

Project Director, COUNTY shall not be entitled to Credits under this Subparagraph 7.7.5.2.

7.7.5.3 In addition to any rights of COUNTY provided in this Agreement, or at law or in equity, COUNTY may, upon notice to CONTRACTOR, withhold payment for any Tasks, Deliverables, Services or other Work while CONTRACTOR is in default hereunder.

7.8 COUNTY's OBLIGATION IN FUTURE FISCAL YEARS

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 the 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 this Agreement shall terminate as of June 30th of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR in writing of any such non-appropriation of funds at the earliest possible date.

8.0 CHANGE NOTICES AND AMENDMENTS

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 8.0. COUNTY reserves the right to change any portion of the Tasks, Deliverables, Services or other Work required under this Agreement, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished through "Change Notices" and "Amendments", as applicable, in the following manner:

8.1 In the case of (a) any change which either (i) does not materially affect the scope of Work, period of performance, payments, or any other term or condition included under this Agreement, including Exhibit A (Statement of Work), (ii) exercises the option for the Extended Term provided for under Subparagraph 6.1 (Term), or (iii) provides a consent under Subparagraph 13.2 (Assignment and Delegation), and (b) each Work Order under Subparagraph 5.3 (Additional Work), provided the maximum amount payable by COUNTY to CONTRACTOR does not exceed the available Pool Dollars, a mutually agreed upon Change Notice shall be executed by DHS' Interim Director, or designee, and an authorized representative of CONTRACTOR and shall be approved as to form by County Counsel and approved by CIO and CEO. As applicable, Change Notices under clause (b) may include a document substantially in the form of Exhibit J (Form of Work Order), including all attachments referenced therein.

8.2 For any change which modifies the data sharing requirements as set forth in Attachment A.2.2 (Role-Based Access and Responsibilities Matrix for DHS Medical

Hubs and DCFS), a mutually agreed upon Change Notice shall be executed by DHS' Interim Director, or designee, and an authorized representative of CONTRACTOR and shall be approved as to form by County Counsel and approved by CIO and CEO.

8.3 In the case of any change which otherwise materially affects the scope of Work, period of performance, payments, or any other term or condition included under this Agreement, including Exhibit A (Statement of Work), a mutually agreed upon Amendment shall be executed by both COUNTY's Board of Supervisors and an authorized representative of CONTRACTOR and shall be approved as to form by County Counsel.

8.4 COUNTY reserves the right to make any additional changes requested by COUNTY's Board of Supervisors or designee during the term of this Agreement. To implement such changes, a mutually agreed upon Amendment to the Agreement shall be prepared and executed by an authorized representative of CONTRACTOR and by the DHS' Interim Director, or designee and shall be approved as to form by County Counsel.

8.5 Notwithstanding any other provision of this Paragraph 8.0, to the extent that extensions of time for CONTRACTOR's performance of Work do not impact either the scope of Work or cost of this Agreement, COUNTY's Project Director, in such person's sole discretion, may extend the deadlines for completion and delivery of Work, provided that such all extensions of time shall not either (a) extend the due date for a Deliverable by more than six (6) months or (b) extend the term of this Agreement beyond the Extended Term provided for under Subparagraph 6.1 (Term), provided that if an extension requires an exercise of an Extended Term, such extension shall additionally meet the requirements of Paragraph 8.0 (Change Notices and Amendments).

9.0 OWNERSHIP AND LICENSING

9.1 OWNERSHIP

COUNTY acknowledges that it obtains no ownership rights in the Software or Documentation. All right, title and interest in and to the Software (other than Third Party Software) and any and all Source Code and Documentation related thereto, in each case, together with all intellectual property rights therein including copyright, patent rights, trademarks, registered designs and trade secrets, shall at all times remain with CONTRACTOR, subject, in each case, to the License. All right, title and interest in and to the Third Party Software and any and all Source Code and Documentation related thereto, in each case, together with all intellectual property rights therein including copyright, patent rights, trademarks, registered designs and trade secrets, shall at all times remain with the third party owner thereof, subject, in each case, to the License.

9.2 LICENSE GRANT

CONTRACTOR grants to COUNTY, effective as of the Effective Date, a perpetual, nonexclusive, nontransferable, irrevocable license (the "License"):

9.2.1 To use, run, store and display the Software on an unlimited number of computers, servers, local area networks and wide area networks for use by an unlimited number of Users for the locations as set forth in Section 1 (E-mHUB System Licenses) of Attachment B.1 (Licenses), and for any additional locations as to which COUNTY may purchase Licenses, as set forth in Section 2 (Additional E-mHUB System Licenses, as future purchases) of Attachment B.1 (Licenses);

9.2.2 To configure the configurable aspects of the Software;

9.2.3 To use, modify, copy and display the Documentation, as necessary or appropriate for COUNTY to enjoy and exercise fully the rights granted under this Agreement and the License;

9.2.4 To use and modify the Source Code for purposes of providing Operations and Maintenance Services or otherwise supporting COUNTY's use of Software as permitted under this Agreement, after such time as one of the Release Conditions has occurred; and

9.2.5 To permit third party access to the Software, Documentation and Source Code, or any part thereof, for purposes of providing Operations and Maintenance Services or otherwise supporting COUNTY's use of the Software as permitted under this Agreement, after such time as one of the Release Conditions has occurred.

9.3 DELIVERY OF DOCUMENTATION

For all Software, CONTRACTOR shall provide to COUNTY all associated Documentation when available.

9.4 OTHER PROPRIETARY CONSIDERATIONS

9.4.1 CONTRACTOR and COUNTY agree that (a) all Confidential Information, (b) all materials, plans, reports, acceptance test criteria, acceptance test plans, project schedules, project control documents, Training materials, departmental procedures and processes, Deliverables, developed by COUNTY or by CONTRACTOR pursuant to and for delivery to COUNTY under this Agreement, and/or (c) all data and/or other information collected, generated, calculated and/or otherwise contained within or managed by the Software, together, in the case of all of clauses (a), (b) and (c), with all intellectual property rights therein including copyright, patent rights, trademarks, registered designs and trade secrets, but, in the case of all of clauses (a), (b) and (c), other than the CONTRACTOR Materials (collectively "County Materials"), shall be the sole property of COUNTY. CONTRACTOR hereby assigns and transfers to COUNTY all of

CONTRACTOR's right, title and interest in and to all County Materials, provided that notwithstanding such COUNTY ownership, CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During the term of this Agreement, and for a minimum of five (5) years subsequent thereto, CONTRACTOR shall retain any and all such working papers. COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

9.4.2 Upon request of COUNTY, CONTRACTOR shall execute all documents requested by COUNTY and shall perform all other acts requested by COUNTY to assign and transfer to, and vest in, COUNTY all CONTRACTOR's right, title and interest in and to the County Materials. COUNTY shall have the right to register all copyrights and patents in the name of County of Los Angeles. Further, COUNTY shall have the right to assign, license or otherwise transfer any and all COUNTY's right, title and interest in and to the County Materials.

9.4.3 As requested in writing by COUNTY's Project Director, CONTRACTOR shall affix the following notice to County Materials developed under this Agreement: "©Copyright 2010 (or such other date of first publication), County of Los Angeles. All rights reserved". CONTRACTOR shall affix such notice as directed by COUNTY.

9.4.4 CONTRACTOR shall take all reasonable actions necessary or advisable to protect all such County Materials from loss or damage by any cause, including fire, theft or other catastrophe.

9.4.5 The Software (other than Third Party Software), the Source Code and Documentation related thereto and any other materials which are developed or originally acquired by CONTRACTOR outside the scope of this Agreement, in each case, together with all intellectual property rights therein including copyright, patent rights, trademarks, registered designs and trade secrets (collectively "CONTRACTOR Materials"), which CONTRACTOR desires to use hereunder and which CONTRACTOR considers to be proprietary or confidential, must be specifically identified by CONTRACTOR to COUNTY as proprietary, confidential or trade secret, and shall be plainly and prominently marked by CONTRACTOR as "PROPRIETARY", "CONFIDENTIAL" OR "TRADE SECRET", as the case may be.

9.4.6 Subject to Subparagraph 9.2 (License Grant), CONTRACTOR hereby grants to COUNTY for the use of COUNTY and all of its Users, an irrevocable, perpetual, nonexclusive, non-terminable, no cost license to use, modify and reproduce all CONTRACTOR Materials.

9.4.7 Subject to Subparagraph 13.35(Public Records Act), COUNTY will use reasonable means to ensure that the CONTRACTOR Materials are safeguarded and held in confidence. Subject to Subparagraph 13.35 (Public Records Act), COUNTY agrees not to reproduce, distribute or

Disclose to non-COUNTY entities (other than outside counsel or consultants subject to nondisclosure agreements or obligations) CONTRACTOR Materials, without prior written permission of CONTRACTOR or as required by law or pursuant to Subparagraph 13.30(Dispute Resolution Procedure).

9.5 SOURCE CODE ESCROW

9.5.1 Self Escrow of Source Code

As soon as available and continuously during the term of this Agreement, CONTRACTOR shall deposit with COUNTY a complete and accurate copy of the Source Code for the Software, including all Interfaces, Custom Modifications, and Updates, provided that with respect to Updates, COUNTY is paying in accordance with this Agreement, the applicable Operations and Maintenance Fees. To help maintain the quality of the escrowed Source Code, CONTRACTOR shall deposit with the COUNTY a new copy of all deposited Source Code, with comments or instructions imbedded in the Source Code be written in comprehensible English, at least once every three (3) years upon written request of COUNTY's Project Director. In the event that the Source Code or any part thereof is destroyed or corrupted, upon COUNTY's Project Director's request, CONTRACTOR shall provide a replacement copy of the Source Code within thirty (30) days of COUNTY's Project Director's written request. COUNTY shall pay to CONTRACTOR the actual cost of replacement copy media. Except as provided in Subparagraph 9.5.2 (Right to Verify Source Code) and Subparagraph 9.5.3 (Release Conditions), COUNTY shall hold the Source Code in strict confidence and not use it for any purpose unless one of the conditions described in Subparagraph 9.6.3 (Release Conditions) has occurred, which would permit COUNTY to use the Source Code as provided in Subparagraph 9.6.4 (Possession and Use of Source Code).

9.5.2 Right to Verify Source Code

Regardless of whether one of the Release Conditions occurs, COUNTY shall have the right to verify the relevance, completeness, currency, accuracy and functionality of the Source Code by, among other things, compiling the Source Code and performing test runs for comparison to the Software.

9.5.3 Release Conditions

Upon the occurrence of any of the following events (collectively, "Release Conditions"), COUNTY shall have the right to use the Source Code as provided in Subparagraph 9.5.4 (Possession and Use of Source Code): (i) CONTRACTOR files a voluntary or involuntary petition for liquidation via bankruptcy; (ii) CONTRACTOR makes an assignment for the benefit of creditors; (iii) CONTRACTOR ceases normal business operations without a permitted assignee; (iv) CONTRACTOR ceases providing Operations and Maintenance Services without a permitted assignee; (v) CONTRACTOR fails to provide Operations and Maintenance Services in accordance with this Agreement while COUNTY is paying the applicable Operations and Maintenance Fees in accordance with this Agreement; (vi) CONTRACTOR fails to provide a new release or version of any component of the Software adding new functionality or significantly improving existing functionality within twenty-four (24) months from the previous new release or version; or (vii) An event occurs which would give rise to COUNTY's ability to terminate pursuant to Subparagraph 12.2 (Termination for Default) and/or Subparagraph 12.1 (Termination for Insolvency).

9.5.4 Possession and Use of Source Code

Upon the occurrence of a Release Condition, COUNTY shall have the right to use and to permit third parties to use the Source Code as described under the License; provided, however, that the COUNTY and such third parties shall maintain the confidentiality of such Source Code in accordance with the applicable terms of this Agreement.

10.0 WARRANTIES AND COVENANTS

10.1 PRODUCT AND SERVICE WARRANTIES AND COVENANTS

10.1.1 Commencing on the date on which CONTRACTOR achieves E-mHUB Go-Live at the second Primary Medical Hub, a warranty period ("Warranty Period") shall commence. The Warranty Period shall be completed upon a thirty (30) consecutive day cycle free of Major Deficiencies. Upon occurrence of any Major Deficiency during the Warranty Period, CONTRACTOR shall correct such Major Deficiency and, upon the correction of each such Major Deficiency, the Warranty Period shall restart.

10.1.2 Intentionally Omitted

10.1.3 If at any time during the Warranty Period, CONTRACTOR fails to remedy any Major Deficiencies within a reasonable period of time, then COUNTY may immediately terminate this Agreement with respect to the affected component(s) of the Software and/or Implementation Services. If

COUNTY so elects to terminate this Agreement, CONTRACTOR shall refund to COUNTY one hundred percent (100%) of the fees previously paid to CONTRACTOR under this Agreement with respect to the affected component(s) of Software and/or Implementation Services within fifteen (15) days from the date on which COUNTY notifies CONTRACTOR of such termination. COUNTY shall thereafter owe CONTRACTOR no further obligations under this Agreement with respect to such affected component(s) of Software and/or Implementation Services.

10.2 WARRANTY PASS THROUGH

CONTRACTOR shall assign to COUNTY all applicable warranties and/or indemnities offered by the manufacturer(s) and provider(s) of the Software and Services and/or other third party hardware and/or software accessories acquired by COUNTY from CONTRACTOR to the fullest extent permitted by law or by this Agreement, and shall otherwise ensure that the benefits of such warranties and indemnities shall fully extend to and be enjoyed by COUNTY.

10.3 FURTHER WARRANTIES AND COVENANTS

CONTRACTOR further represents, warrants, and covenants that throughout the term of this Agreement:

10.3.1 All Tasks, Deliverables, Services and other Work shall be performed in a timely and professional manner by qualified personnel.

10.3.2 All Tasks, Deliverables, Services and other Work shall be completed in accordance with this Agreement and all applicable Requirements and Specifications.

10.3.3 All Documentation developed under this Agreement shall be uniform in appearance.

10.3.4 The Software components shall be capable of interconnecting and/or interfacing with each other, and, when taken together, shall be capable of delivering all of the functionality as set forth in this Agreement, including in Exhibit A (Statement of Work), the Requirements and the Specifications. Upon CONTRACTOR's completion and delivery of all Tasks, Deliverables, Services and other Work associated with Exhibit A (Statement of Work).

10.3.5 CONTRACTOR shall not cause any unplanned interruption of the operations of, or accessibility to COUNTY's systems 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 COUNTY's systems to COUNTY or any User or which could alter, destroy, or inhibit the use of COUNTY's systems, or the data contained therein (collectively in this Subparagraph 10.3.5, "Disabling Device(s)"), which could block access to or prevent the use of COUNTY's systems 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 component provided to COUNTY under this Agreement, nor shall CONTRACTOR knowingly permit any subsequently delivered Software or product of Services to contain any Disabling Device, other than lock-offs contained on the delivered media which only prevents its use contained on such media.

10.3.6 The person executing this Agreement for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every term, condition, and obligation of this Agreement and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

10.3.7 CONTRACTOR has the full power and authority to grant the License, ownership and all other rights granted by this Agreement to COUNTY.

10.3.8 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.

10.3.9 COUNTY is entitled to use the Software and other Tasks, Deliverables, Services and other Work acquired hereunder, in each case, in accordance with the terms of this Agreement.

10.3.10 CONTRACTOR shall support the Software in its then-existing architecture and for its then-existing version and the then-most recent two (2) prior versions or major releases.

10.3.11 The mHUB System Hardware described in section 1 of Attachment A.3.2 (System Hardware), the Operating Systems Software described in section 1 a (Operating Systems Software) of Attachment A.3.1 (System Software), and the Third Party Software described in section 2 c. (Third Party Software) of Attachment A.3.1 (System Software) meet all of the requirements for hardware (in this paragraph 10.3.11, "Hardware"), operating software (in this paragraph 10.3.11, "Operating Software"), and Third Party Software, respectively, that are necessary for the COUNTY to achieve the functionality set forth in Attachment A.1 (Existing mHUB System Requirements (Baseline Application Software)) without any Major Deficiencies and in accordance with the service level requirements set forth in Exhibit C (Service Level

Requirements). The COUNTY shall at all times be able to enjoy and exercise fully its rights in respect of the Software, which shall be fully Compatible with and shall fully integrate, perform and function with the Hardware, Operating Software, and Third Party Software.

10.3.12 Intentionally Omitted

10.3.13 CONTRACTOR shall at all times maintain a terms of use and privacy and security policy, both of which shall comply with all applicable federal, State, and local laws, rules, regulations, ordinances, guidelines, policies and directives and shall have been approved in advance by COUNTY's Project Director. CONTRACTOR shall at all times post conspicuous links to the terms of use and privacy and security policy that are accessible from each page of the public facing aspects of the Software. CONTRACTOR shall review its terms of use and privacy and security policy with COUNTY's Project Director as frequently as requested by COUNTY's Project Director but no less frequently than annually.

10.4 THIRD PARTY SOFTWARE WARRANTY

10.4.1 The items of Software identified on Attachment A.3.1 (System Software) are owned by third parties (collectively "Third Party Software"). CONTRACTOR represents and warrants that none of the Software other than the Third Party Software is owned by third parties. CONTRACTOR represents and warrants that (a) it has not modified and shall not modify Third Party Software in order for the Software to fully perform in accordance with the Requirements, the Specifications and otherwise with this Agreement, (b) the Third Party Software shall be provided to COUNTY in the same unmodified form as received by CONTRACTOR from the applicable third party, and (c) the Third Party Software, together with the remainder of the Software, shall fully satisfy all requirements of this Agreement without the need for any modification of Third Party Software by CONTRACTOR or otherwise.

10.4.2 COUNTY acknowledges that it may have to execute certain third party license agreements with respect to Third Party Software. These third party license agreements shall be at no additional cost to COUNTY. To the extent that any such third party license agreement conflicts with this Agreement or in any way restricts COUNTY's right to use the Software, CONTRACTOR shall take all necessary action and pay all sums required to provide COUNTY with all the rights to use the Software granted under this

Agreement. Without limiting the foregoing, CONTRACTOR shall promptly, at no cost to COUNTY, either: (a) obtain a license from the appropriate third party which shall enable CONTRACTOR to modify such Third Party Software, and CONTRACTOR shall provide all necessary modifications or (b) to the extent that CONTRACTOR is unable to obtain such a license, provide an upgrade or alternative solution, which is functionally equivalent, in COUNTY's Project Director's determination, in lieu of modifying such Third Party Software.

10.5 CONTINUOUS PRODUCT SUPPORT

Without limiting Subparagraph 13.2 (Assignment and Delegation), if CONTRACTOR assigns or delegates its obligations under this Agreement within the meaning of Subparagraph 13.2 (Assignment and Delegation), or sells, assigns, or transfers more than fifty percent (50%) of its interest in the Software (collectively in this Subparagraph 10.5 "Successor Event") and subsequent to the Successor Event, the Software is not supported to at least the same level that CONTRACTOR supported the Software described in Exhibit C (Service Level Requirements) hereto, as determined by COUNTY's Project Director, COUNTY, at its sole option, may elect to transfer the License, without cost or penalty, to another similar product (in this Subparagraph 10.5 "Replacement Product") within CONTRACTOR's assignee's or successor's product offering, as determined by COUNTY's Project Director. The assignee or successor, by taking benefit under this Agreement (including acceptance of any payment under this Agreement) shall be deemed to have ratified this Subparagraph 10.5. All terms and conditions of this Agreement shall continue in full force and effect for the Replacement Product. In addition, the following terms and conditions shall apply if COUNTY elects to transfer the License to a Replacement Product:

10.5.1 Any prepaid Operations and Maintenance Fees for software shall transfer in full force and effect for the balance of the Replacement Product's Operations and Maintenance Services term (or equivalent service) at no additional cost. If the prepaid moneys are greater than the Replacement Product's Operations and Maintenance Fees for the same term, the credit balance shall be applied to future Operations and Maintenance Fees or returned to COUNTY, at its option;

10.5.2 Any and all software modules offered separately, and needed to match the original Software's level of functionality, as determined by COUNTY's Project Director, shall be supplied by CONTRACTOR's assignee or successor without additional cost or penalty, and shall not affect the calculation of any Operations and Maintenance Fees;

10.5.3 COUNTY shall receive reasonable Training for COUNTY Users, for purposes of learning the Replacement Product. User Training for the Replacement Product shall be provided at no cost to COUNTY or its Users;

10.5.4 All license terms and conditions shall remain as granted herein with no additional fees imposed on COUNTY; and

10.5.5 The definition of Software shall then mean the Replacement Product.

10.6 INTELLECTUAL PROPERTY INDEMNIFICATION

10.6.1 Indemnification Obligations

CONTRACTOR shall indemnify, hold harmless and defend COUNTY Indemnitees 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 Software or other Tasks, Deliverables, Services or other Work licensed or acquired hereunder or the operation and utilization of CONTRACTOR'S Work under this Agreement (collectively in this Subparagraph 10.6 (Intellectual Property Indemnification) "Infringement Claim(s)"). Any legal defense pursuant to CONTRACTOR'S indemnification obligations under this Subparagraph 10.6 (Intellectual Property Indemnification) shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved in writing by COUNTY (which approval shall not be unreasonably withheld). Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY, in its sole judgment, COUNTY shall be entitled to retain its own counsel, including County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of COUNTY without COUNTY'S prior written approval.

10.6.2 Procedures

COUNTY shall notify CONTRACTOR, in writing, as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure. CONTACTOR shall also give COUNTY notice of all facts that it learns that may expose COUNTY to an Infringement Claim. Upon notice of facts that may expose COUNTY to any Infringement Claim, 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 Software or other Tasks, Deliverables, Services or other Work licensed or acquired hereunder, or part(s) or component(s) thereof, to the same extent of COUNTY'S license or ownership rights under this Contract; or (ii) to the extent CONTRACTOR is unable to procure such right, replace or modify the Software or other Tasks, Deliverables, Services or other Work licensed or acquired hereunder, or part(s) or component(s) thereof, with another software or product of Services, or part(s) or component(s) thereof, of at least equivalent quality and performance capabilities, in COUNTY'S determination, until it is determined by COUNTY that the Software or other Tasks, Deliverables, Services or other Work licensed or acquired hereunder and all parts and components become non-infringing, non-misappropriating and non-disclosing.

10.6.3 Remedial Acts

If CONTRACTOR fails to complete the remedial measures in Subparagraph 10.6.2 (Procedures) above within forty-five (45) days of the date of the written notice from COUNTY or COUNTY has not approved in writing (such approval not to be unreasonably withheld) CONTRACTOR'S plan of completing such remediation, then, COUNTY shall have the right to take such remedial acts as COUNTY determines to be reasonable to mitigate any impairment of its use of the Software or damages or other costs or expenses (in this Paragraph 10.6.3, "COUNTY'S Remedial Acts"). CONTRACTOR shall indemnify COUNTY for all amounts paid and all direct and indirect costs associated with COUNTY'S Remedial Acts. Failure by CONTRACTOR to pay such amounts within ten (10) days of invoice by COUNTY shall, in addition to, and cumulative to all other remedies, entitle COUNTY to immediately withhold payments due to CONTRACTOR by COUNTY under this Agreement up to the total of the amounts paid in connection with COUNTY'S Remedial Acts.

11.0 INTENTIONALLY OMITTED

12.0 TERMINATION

12.1 TERMINATION FOR INSOLVENCY

COUNTY may terminate this Agreement forthwith in the event of the occurrence of any of the following:

12.1.1 Insolvency of CONTRACTOR. CONTRACTOR shall be deemed to be insolvent if it has ceased 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 federal Bankruptcy Code and whether or not CONTRACTOR is insolvent within the meaning of the federal Bankruptcy Code;

12.1.2 The filing of a voluntary or involuntary petition regarding CONTRACTOR under the federal Bankruptcy Code;

12.1.3 The appointment of a receiver or trustee for CONTRACTOR; or The execution by CONTRACTOR of a general assignment for the benefit of creditors. 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 such Section 365(n) (including the right to continued use of all Source Code and object code versions of the Software and Documentation), and shall not interfere with the rights and benefits of COUNTY as provided herein. The foregoing shall survive the termination or expiration of this Agreement for any reason whatsoever.

12.2 TERMINATION FOR DEFAULT

12.2.1 In addition to the other termination rights set forth in this Agreement, COUNTY may, by written notice to CONTRACTOR, terminate the whole or any part of this Agreement, if, in the judgment of COUNTY's Project Director:

12.2.1.1 CONTRACTOR fails to timely provide and/or satisfactorily perform any Task, Deliverable, Service or other Work required either under this Agreement; or

12.2.1.2 CONTRACTOR otherwise breaches this Agreement and fails to cure such breach within ten (10)

Business Days (or such other period as expressly provided in this Agreement with respect to a breach) after receipt of written notice from COUNTY specifying such breach.

12.2.2 If, after COUNTY has given notice of termination under the provisions of this Subparagraph 12.2.2, it is determined by COUNTY that CONTRACTOR was not in default under the provisions of this Subparagraph 12.2.2, or that the default was excusable under the provisions of Subparagraph 12.2, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subparagraph 12.4 (Termination for Convenience).

12.3 TERMINATION FOR IMPROPER CONSIDERATION

12.3.1 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 this 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.

12.3.2 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 Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

12.4 TERMINATION FOR CONVENIENCE

12.4.1 This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by COUNTY, in its sole discretion, 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. The date upon which such termination becomes effective shall be no less than thirty (30) days after the notice is sent; provided that in the event COUNTY has purported to terminate this Agreement for default by notice under Subparagraph 12.2 (Termination for Default) and it is later determined that CONTRACTOR was not in default, no additional notice shall be required upon such termination.

12.4.2 Nothing in this Subparagraph 12.4 (Termination for Convenience) shall be deemed to prejudice any right of CONTRACTOR to make a claim against COUNTY in accordance with applicable law and regular COUNTY procedures for payment for Work performed in accordance with the terms of this Agreement through the effective date of COUNTY's termination of this Agreement for convenience.

12.5 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 Subparagraph 13.15 (CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program), shall constitute default under this Agreement. Without limiting the rights and remedies available to COUNTY under any other provision of this Agreement, failure of CONTRACTOR to cure such default within ninety (90) days of within notice shall be grounds upon which COUNTY may terminate this Agreement pursuant to Subparagraph 12.2 (Termination for Default) and pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.202.

12.6 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

CONTRACTOR, and each "County Lobbyist" or "County Lobbying firm" as defined in County Code Section 2.160.010 retained by CONTRACTOR, shall fully comply with COUNTY's Lobbyist Ordinance, 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's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which COUNTY may in its sole discretion, immediately terminate or suspend this Agreement.

12.7 TERMINATION FOR NON-APPROPRIATION OF FUNDS

CONTRACTOR, and each "County Lobbyist" or "County Lobbying firm" as defined in COUNTY Code Section 2.160.010 retained by CONTRACTOR, shall fully comply with COUNTY's Lobbyist Ordinance, 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's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which COUNTY may in its sole discretion, immediately terminate or suspend this Agreement.

12.8 TERMINATION FOR FAILURE TO COMPLY WITH HIPAA AND HITECH ACT REQUIREMENTS

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Subparagraph 13.50 (Compliance with HIPAA and HITECH ACT Requirements) and their Exhibit N (Business Associate Agreement), shall constitute default under this Agreement. Without limiting the rights and remedies available to COUNTY under any other provision of this Agreement, failure of CONTRACTOR to cure such default shall be grounds upon which COUNTY may terminate this Agreement pursuant to Subparagraph 12.2 (Termination for Default) and pursue debarment of CONTRACTOR, pursuant to COUNTY Code Chapter 2.202.

12.9 EFFECT OF TERMINATION

12.9.1 In the event that COUNTY terminates this Agreement as provided for in this Agreement, then:

12.9.1.1 CONTRACTOR shall stop all Work to the extent terminated by COUNTY;

12.9.1.2 CONTRACTOR shall transfer and deliver to COUNTY copies of all Software and all other completed Work and Work in process;

12.9.1.3 CONTRACTOR shall, at COUNTY's Project Manager's election, promptly either return to COUNTY or destroy any and all of copies of Confidential Information described under Subparagraph 4.7 (Confidentiality and Security);

12.9.1.4 Upon the request of COUNTY's Project Manager and subsequent to the completion of activities described in Subparagraph 12.9.1.3. above, CONTRACTOR shall deliver to COUNTY a written certification of a responsible officer of CONTRACTOR that no copies of Confidential Information have been retained by or on behalf of CONTRACTOR;

12.9.1.5 COUNTY shall have the right to continued use of all object code and all versions of the Software, and all Documentation, in accordance with the terms of the License;

12.9.1.6 Provided that a release condition has occurred, COUNTY shall have the right to continued use of the Source Code in accordance with the terms of the License; and

12.9.1.7 In the event of a termination under Subparagraph 12.2 (Termination for Default), COUNTY shall have the right to receive from CONTRACTOR, within thirty (30) 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 Work 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 components, at COUNTY's sole option, any reimbursement due to it may be credited against other sums due and payable by COUNTY to CONTRACTOR.

12.9.2 In the event that COUNTY terminates this Agreement as provided for in this Agreement for any reason other than Subparagraph 7.8 (COUNTY's Obligation in Future Fiscal Years), Subparagraph 12.4 (Termination for Convenience) or Subparagraph 13.5 (Budget Reductions), then:

12.9.2.1 COUNTY shall have the right to procure, upon such terms and in such a manner as COUNTY may deem appropriate, goods, services, and other Work, similar to those so terminated, and CONTRACTOR shall be liable to COUNTY for, and shall promptly pay to COUNTY by cash payment, any and all excess costs incurred by COUNTY, as determined by COUNTY, to procure and furnish such similar goods, services, and other Work; and

12.9.3 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.

12.10 <u>TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY's DEFAULTED PROPERTY TAX REDUCTION PROGRAM</u>

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Subparagraph 13.55 (CONTRACTOR's Warranty of Compliance with COUNTY's Defaulted Property Tax Reduction Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to COUNTY under any other provision of this Agreement, failure of CONTRACTOR to cure such default within 10 days of notice shall be grounds upon which COUNTY may terminate this Agreement and/or pursue debarment OF CONTRACTOR, pursuant to County Code Chapter 2.206.

13.0 STANDARD TERMS AND CONDITIONS

13.1 ARM'S LENGTH NEGOTIATIONS

This Agreement is the product of arm's length negotiation between CONTRACTOR and COUNTY. Each party has had the opportunity to receive advice from independent counsel of its own choosing, by _____, in the case of CONTRACTOR, and Andrea Sheridan Ordin, County Counsel, in the case of COUNTY. This Agreement is to be interpreted fairly as between the parties, and not strictly construed as against either party.

13.2 ASSIGNMENT AND DELEGATION

13.2.1 CONTRACTOR shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of COUNTY which consent may be given or withheld on behalf of COUNTY by DHS in such person's discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Subparagraph 13.2 (Assignment and Delegation), COUNTY consent shall require a written Change Notice to this Agreement, which is formally approved and executed by the parties, in accordance with Paragraph 8.0 (Change Notices and Amendments). Any payments by COUNTY to any approved delegate or assignee on any claim under this Agreement shall be deductible, at COUNTY's sole discretion, against the claims, which CONTRACTOR may have against COUNTY.

13.2.2 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 the prior written consent of COUNTY in accordance with applicable provisions of this Agreement.

13.2.3 Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any 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 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.

13.3 PRODUCTION USE

COUNTY shall have the right to use in accordance with the License, completed portions of the Software in a Production Use mode prior to acceptance of the Software. Such use shall not be deemed to be acceptance of the Software.

13.4 AUTHORIZATION WARRANTY

The CONTRACTOR represents and warrants that the person executing this Agreement for the CONTRACTOR is an authorized agent who has actual authority to bind the CONTRACTOR to each and every term, condition, and obligation of this Agreement and that all requirements of the CONTRACTOR have been fulfilled to provide such actual authority.

13.5 BUDGET REDUCTIONS

In the event that COUNTY's Board of Supervisors adopts, in any fiscal year, a COUNTY budget which provides for 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 (including any extensions), and the services to be provided by CONTRACTOR under this Agreement shall also be reduced correspondingly. COUNTY's notice to CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of COUNTY's 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.

13.6 COMPLAINTS

CONTRACTOR shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

Within five (5) Business Days after the Effective Date, CONTRACTOR shall provide COUNTY with CONTRACTOR's policy for receiving, investigating and responding to User complaints.

13.6.1 COUNTY will review CONTRACTOR's policy and provide CONTRACTOR with approval of said plan or with requested changes.

13.6.2 If COUNTY requests changes in CONTRACTOR's policy, CONTRACTOR shall make such changes and resubmit the plan within five (5) Business Days.

13.6.3 If, at any time, CONTRACTOR wishes to change CONTRACTOR's policy, CONTRACTOR shall submit proposed changes to COUNTY for approval before implementation.

CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY's Project Manager of the status of the investigation within five (5) Business Days of receiving the complaint.

When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

Copies of all written responses shall be sent to the COUNTY's Project Manager within three (3) Business Days of mailing to the complainant.

13.7 COMPLIANCE WITH APPLICABLE LAW

13.7.1 CONTRACTOR and CONTRACTOR's performance of Work under this Agreement shall comply with all applicable federal, State, and local laws, rules, regulations, ordinances, guidelines, policies and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

13.7.2 CONTRACTOR shall indemnify and hold harmless the COUNTY Indemnitees in accordance with Subparagraph 13.23 (Indemnification) from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of CONTRACTOR or its employees, agents, or Subcontractors of any such laws, rules, regulations, ordinances, or directives.

13.8 COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any

project, program, or activity supported by this Agreement. CONTRACTOR shall comply with Exhibit D (CONTRACTOR's EEO Certification).

13.9 COMPLIANCE WITH THE COUNTY's JURY SERVICE PROGRAM

13.9.1 Jury Service Program

This Agreement is subject to the provisions of COUNTY's ordinance entitled CONTRACTOR Employee Jury Service (in this Subparagraph 13.9 "Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the County Code, a copy of which is attached as Exhibit H (Jury Service Ordinance) and incorporated by reference into and made a part of this Agreement.

13.9.2 Written Employee Jury Service Policy

13.9.2.1 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 shall receive from CONTRACTOR, on an annual basis, no less than five 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.

13.9.2.2 Under the Jury Service Program, "CONTRACTOR" means a person, partnership, corporation or other entity which has a contract with COUNTY or a subcontract with a COUNTY 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 contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR (as defined in the Jury Service Program). "Full-time" means 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 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 the

Agreement, the Subcontractor shall also be subject to the provisions of this Subparagraph 13.9.2.2. The provisions of this Subparagraph 13.9.2.2 shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

13.9.2.3 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 Jury Service 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 the 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.

13.9.2.4 CONTRACTOR's violation of this Subparagraph 13.9.2.4 of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Agreement and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

13.10 <u>CONFLICT OF INTEREST</u>

13.10.1 No COUNTY employee whose position with COUNTY enables such employee to influence the award of this Agreement or any competing Agreement, 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.

13.10.2 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 that create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts that 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. Failure to comply with the provisions of this Subparagraph 13.10.2 shall be a material breach of this Agreement.

13.11 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

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

13.12 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should CONTRACTOR require additional or replacement personnel after the Effective Date, CONTRACTOR shall give consideration for any such employment openings to participants in 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, COUNTY employees shall be given first priority.

13.13 CONTRACTOR RESPONSIBILITY AND DEBARMENT

13.13.1 Responsible CONTRACTOR

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.

13.13.2 Chapter 2.202 of the County Code

CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if COUNTY acquires information concerning the performance of CONTRACTOR on this or other contracts which indicates 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 contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts CONTRACTOR may have with COUNTY.

13.13.3 Non-responsible CONTRACTOR

COUNTY may debar CONTRACTOR if COUNTY's Board of Supervisors finds, in its discretion, that CONTRACTOR has done any of the following: (1) violated a term of a contract with COUNTY or a nonprofit corporation created by COUNTY; (2) committed an 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; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against COUNTY or any other public entity.

13.13.4 CONTRACTOR Hearing Board

13.13.4.1 If there is evidence that CONTRACTOR may be subject to debarment, DHS 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 the CONTRACTOR Hearing Board.

13.13.4.2 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 shall 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 and DHS shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to COUNTY's Board of Supervisors.

13.13.4.3 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. COUNTY's Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the CONTRACTOR Hearing Board.

13.13.4.4 If CONTRACTOR has been debarred for a period longer than five (5) years, 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 CONTRACTOR has adequately demonstrated one or more of the following: (A) elimination of the grounds for which the debarment was imposed; (B) a bona fide change in ownership or management; (C) material evidence discovered after debarment was imposed; or (D) any other reason that is in the best interests of COUNTY.

13.13.4.5 The CONTRACTOR Hearing Board will consider a request for review of a debarment determination only where (1) 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.

13.13.4.6 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.

13.13.5 Subcontractors of CONTRACTOR

These terms shall also apply to Subcontractors of COUNTY contractors, including, without limitation, CONTRACTOR.

13.14 CONTRACTOR's ACKNOWLEDGEMENT OF COUNTY's COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

CONTRACTOR acknowledges that COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. CONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY contractors to voluntarily post COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at CONTRACTOR's place of business. CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. COUNTY's Department of Children and Family Services will supply CONTRACTOR with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

13.15 CONTRACTOR's WARRANTY OF ADHERENCE TO COUNTY's CHILD SUPPORT COMPLIANCE PROGRAM

13.15.1 CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contract 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.

13.15.2 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 law, CONTRACTOR warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services

Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

13.16 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 all Agreement terms and conditions and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to COUNTY's Board of Supervisors. The report will include improvement/corrective action measures taken by COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this Agreement or impose other penalties as specified in this Agreement.

13.17 DAMAGE TO COUNTY FACILITIES, BUILDINGS, GROUNDS, EQUIPMENT AND/OR OTHER OWNED/LEASED ASSETS

13.17.1 CONTRACTOR shall repair, or cause to be repaired, at its own cost, any and all damage to COUNTY facilities, buildings, grounds, equipment and/or other owned or leased assets 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.

13.17.2 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.

13.18 EMPLOYMENT ELIGIBILITY VERIFICATION

13.18.1 CONTRACTOR warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under this Agreement meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. CONTRACTOR shall obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they

may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by law.

13.18.2 CONTRACTOR shall indemnify, defend, and hold harmless, the COUNTY Indemnitees in accordance with Subparagraph 13.23 (Indemnification) from employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY or both in connection with any alleged violation of any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing Work under this Agreement.

13.19 FACSIMILE REPRESENTATIONS

COUNTY and CONTRACTOR hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Work Orders, Change Notices and Amendments prepared pursuant to Paragraph 8.0 (Change Notices and Amendments), and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Work Orders, Change Notices and Amendments to this Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

13.20 FAIR LABOR STANDARDS

CONTRACTOR shall comply with all applicable provisions of the federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless COUNTY Indemnitees in accordance with Subparagraph 13.23 (Indemnification) from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the federal Fair Labor Standards Act, for Work performed by CONTRACTOR's employees for which COUNTY may be found jointly or solely liable.

13.21 GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Without limiting the foregoing, CONTRACTOR and COUNTY intend that this Agreement shall be subject to the provisions of the Uniform Commercial Code as enacted in California, and the parties hereto shall retain all of their rights and remedies thereunder. 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. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.

13.22 INDEPENDENT CONTRACTOR STATUS

13.22.1 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 shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

13.22.2 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.

13.22.3 CONTRACTOR understands and agrees that all persons performing Work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of CONTRACTOR and not employees of COUNTY. CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of CONTRACTOR pursuant to this Agreement.

13.23 INDEMNIFICATION

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its Special Districts, elected and appointed officers, employees, and agents (collectively "COUNTY Indemnitees") from and against any and all liability, including claims, demands, damages, liabilities, losses, costs, and expenses, including defense costs and legal, accounting and other expert, consulting or lawsuits (including professional fees and reasonable attorney's fees), in any way arising from or related to claims and lawsuits, for damages of any nature whatsoever, including 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 failure to perform in accordance with the terms of this Agreement. Any legal defense pursuant to CONTRACTOR'S indemnification obligations under this Subparagraph 13.23 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved in writing by COUNTY (which

approval shall not be unreasonably withheld). Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY, in its sole judgment, COUNTY shall be entitled to retain its own counsel, including County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of COUNTY without COUNTY'S prior written approval.

13.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting CONTRACTOR's indemnification of COUNTY, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, CONTRACTOR shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Subparagraphs 13.24 and Subparagraph 13.25 (Insurance Coverage Requirements) of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon CONTRACTOR pursuant to this Agreement. The COUNTY in no way warrants that the Required Insurance is sufficient to protect the CONTRACTOR for liabilities which may arise from or relate to this Agreement.

13.24.1 Evidence of Coverage and Notice to COUNTY

13.24.1.1 Certificate(s) of insurance coverage (Certificate) satisfactory to COUNTY, and a copy of an Additional Insured endorsement confirming COUNTY and its Agents (defined below) has been given Insured status under the CONTRACTOR's General Liability policy, shall be delivered to COUNTY at the address shown below and provided prior to commencing services under this Agreement.

13.24.1.2 Renewal Certificates shall be provided to COUNTY not less than 10 days prior to CONTRACTOR's policy expiration dates. The COUNTY reserves the right to obtain complete, certified copies of any required CONTRACTOR and/or Subcontractor insurance policies at any time.

13.24.1.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the CONTRACTOR identified as the contracting party in this

Agreement. Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners (NAIC) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any COUNTY required endorsement forms.

13.24.1.4 Neither the COUNTY's failure to obtain, nor the COUNTY's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the CONTRACTOR, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

Stuart Suede, Project Manager
County of Los Angeles, Department of Health Services Health Services Administration-Information Technology
Enterprise Project Delivery Division
313 N. Figueroa St, Room 326
Los Angeles, CA 90012
213-240-7802
Email: ssuede@dhs.lacounty.gov

CONTRACTOR also shall promptly report to COUNTY any injury or property damage accident or incident, including any injury to a CONTRACTOR employee occurring on COUNTY property, and any loss, disappearance, destruction, misuse, or theft of COUNTY property, monies or securities entrusted to CONTRACTOR. CONTRACTOR also shall promptly notify COUNTY of any third party claim or suit filed against CONTRACTOR or any of its Subcontractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.

13.24.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively COUNTY and

its Agents) shall be provided additional insured status under CONTRACTOR's General Liability policy with respect to liability arising out of CONTRACTOR's ongoing and completed operations performed on behalf of the COUNTY. COUNTY and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the CONTRACTOR's acts or omissions, whether such liability is attributable to the CONTRACTOR or to the COUNTY. The full policy limits and scope of protection also shall apply to the COUNTY and its Agents as an additional insured, even if they exceed the COUNTY's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

13.24.3 Cancellation of Insurance

Except in the case of cancellation for non-payment of premium, CONTRACTOR's insurance policies shall provide, and Certificates shall specify, that COUNTY shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to COUNTY in event of cancellation for non-payment of premium.

13.24.4 Failure to Maintain Insurance

CONTRACTOR's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which COUNTY immediately may withhold payments due to CONTRACTOR, and/or suspend or terminate this Agreement. COUNTY, at its sole discretion, may obtain damages from CONTRACTOR resulting from said breach.

13.24.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the COUNTY with A.M. Best ratings of not less than A:VII unless otherwise approved by COUNTY.

13.24.6 CONTRACTOR's Insurance Shall Be Primary

CONTRACTOR's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to CONTRACTOR. Any COUNTY maintained insurance or self-insurance coverage shall be in excess of and not contribute to any CONTRACTOR coverage.

13.24.7 Waivers of Subrogation

To the fullest extent permitted by law, the CONTRACTOR hereby waives its rights and its insurer(s)' rights of recovery against COUNTY under all the Required Insurance for any loss arising from or relating to this Agreement. The CONTRACTOR shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

13.24.8 Subcontractors Insurance Coverage Requirements

CONTRACTOR shall include all Sub-Contractors as insureds under CONTRACTOR's own policies, or shall provide COUNTY with each Sub-Contractor's separate evidence of insurance coverage. CONTRACTOR shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Sub-CONTRACTOR name the COUNTY and CONTRACTOR as additional insureds on the Subcontractor's General Liability policy. CONTRACTOR shall obtain COUNTY's prior review and approval of any Subcontractor request for modification of the Required Insurance.

13.24.9 Deductibles and Self-Insured Retentions(SIRs)

CONTRACTOR's policies shall not obligate the COUNTY to pay any portion of any CONTRACTOR deductible or SIR. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate policy deductibles and SIRs as respects the COUNTY, or to provide a bond guaranteeing CONTRACTOR's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

13.24.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

13.24.11 Application of Excess Liability Coverage

CONTRACTOR's may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

13.24.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

13.24.13 Alternative Risk Financing Programs

The COUNTY reserves the right to review, and then approve, CONTRACTOR use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The COUNTY and its Agents shall be designated as an Additional Covered Party under any approved program.

13.24.14 COUNTY Review and Approval of Insurance Requirements

The COUNTY reserves the right to review and adjust the Required Insurance provisions, conditioned upon COUNTY's determination of changes in risk exposures.

13.25 <u>INSURANCE COVERAGE REQUIREMENTS</u>

13.25.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming COUNTY and its Agents as an additional insured, with limits of not less than:

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

13.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of CONTRACTOR's use of autos pursuant

to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

13.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If CONTRACTOR will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the COUNTY as the Alternate Employer, and the endorsement form shall be modified to provide that COUNTY will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to CONTRACTOR's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

13.25.4 **Professional Liability/Errors and Omissions I**nsurance covering CONTRACTOR's liability arising from or related to this Agreement, with limits of not less than $1 million per claim and $2 million aggregate. Further, CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

13.26 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATIONS

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 the Work 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 Manager at the address set forth on Paragraph 3.0.

13.27 MOST FAVORED PUBLIC ENTITY

If CONTRACTOR's prices decline, or should CONTRACTOR at any time during the term of this Agreement provide the same goods or Services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Agreement, then such lower prices shall be immediately extended to COUNTY.

13.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

13.28.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti discrimination laws and regulations.

13.28.2 CONTRACTOR shall certify to, and comply with, the provisions of Exhibit D (CONTRACTOR's EEO Certification).

13.28.3 CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for Training, including apprenticeship.

13.28.4 CONTRACTOR 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, or physical or mental disability, marital status, or political affiliation.

13.28.5 CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

13.28.6 CONTRACTOR shall allow COUNTY representatives access to CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this

Subparagraph 13.28.6 when so requested by COUNTY; provided that COUNTY's access to such employment records of CONTRACTOR shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee.

13.28.7 If COUNTY finds that any provisions of this Subparagraph 13.28.7 have been violated, such violation shall constitute a material breach of this Agreement upon which COUNTY may terminate or suspend this Agreement. While COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the federal Equal Employment Opportunity Commission that CONTRACTOR has violated federal or State anti-discrimination laws or regulations shall constitute a finding by COUNTY that CONTRACTOR has violated the anti-discrimination provisions of this Agreement.

13.28.8 The parties agree that in the event CONTRACTOR violates any of the anti discrimination provisions of this Agreement, COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

13.29 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CONTRACTOR. This Agreement shall not restrict COUNTY, whether for the benefit of DHS or any other COUNTY department or Special District, from acquiring similar, equal or like goods and/or services from other entities or sources.

13.30 DISPUTE RESOLUTION PROCEDURE

13.30.1 CONTRACTOR and COUNTY agree to act promptly and diligently to mutually resolve any disputes which may arise with respect to this Agreement. All such disputes shall be subject to the provisions of this Subparagraph 13.30.1.

13.30.2 In the event of any dispute between the parties with respect to this Agreement, CONTRACTOR and COUNTY shall submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such matter.

13.30.3 In the event the respective Project Managers are not able to resolve the matter within a reasonable time not to exceed fourteen (14) days of the matter being referred to them, or any

other period agreed upon between the Executive Director and CONTRACTOR's President, in writing, then the matter shall immediately be submitted to COUNTY's Project Director and CONTRACTOR's Director responsible for COUNTY.

13.30.4 In the event COUNTY's Project Director and CONTRACTOR's [_____] responsible for COUNTY are not able to resolve the matter within a reasonable time not to exceed fourteen (14) days of the matter being referred to them, or any other period agreed upon between the DHS and CONTRACTOR's [_____], in writing, then the matter shall immediately be submitted to DHS and CONTRACTOR's [_____].

13.30.5 In the event DHS and CONTRACTOR's [_____] are not able to resolve the matter within a reasonable time not to exceed fourteen (14) days of the matter being referred to them, or any other period agreed upon between DHS and CONTRACTOR's [_____], in writing, then each party may assert its other rights and remedies provided under this Agreement and/or its rights and remedies as provided at law or in equity.

13.30.6 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 levels described in this Subparagraph 13.30.6, 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.

13.30.7 Notwithstanding any other provision of this Agreement, COUNTY's right to terminate this Agreement pursuant to Subparagraph 12.1 (Termination for Insolvency), Subparagraph 12.2 (Termination for Default), or any other termination provision hereunder, and either party's right to seek injunctive relief to enforce the provisions of Subparagraph 4.7 (Confidentiality and Security) shall not be subject to this dispute resolution procedure. The preceding sentence is intended only as a clarification of parties' rights, and shall not be deemed to impair any claims that CONTRACTOR may have against COUNTY or CONTRACTOR's rights to assert such claims after any such termination or such injunctive relief has been obtained.

13.31 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 No. 1015.

13.32 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

CONTRACTOR shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I (Safely Surrendered Baby Law) and is also available on the Internet at www.babysafela.org for printing purposes.

13.33 NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be (a) hand delivered with signed receipt, (b) mailed by first class registered or certified mail, postage prepaid, or (c) sent via facsimile or electronic mail and followed up with a hard copy delivered by either forms of (a) or (b), in each case, addressed to the parties as identified in Paragraph 3.0 (Administration of Agreement – COUNTY) and Paragraph 4.0 (Administration of Agreement – CONTRACTOR). Notices shall be deemed delivered, as applicable, (i) at the time of signed receipt by hand delivery and (ii) three (3) days after deposit in the U.S. mail, including, in each case, if sent via facsimile or electronic mail. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. DHS shall have the authority to issue all notices or demands required or permitted by COUNTY under this Agreement.

13.34 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, CONTRACTOR and COUNTY agree that, during the term of this Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

13.35 PUBLIC RECORDS ACT

13.35.1 Any documents submitted by CONTRACTOR; all information obtained in connection with COUNTY's right to audit and inspect CONTRACTOR's documents, books, and accounting records pursuant to Subparagraph 13.37 (Record Retention and Inspection/Audit Settlement) of this Agreement. Exceptions will be those elements in the California Government Code Section

6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary".

13.35.2 Granting confidential treatment pursuant to CONTRACTOR's request is not an admission by the COUNTY that any such information is indeed a trade secret or Confidential Information of CONTRACTOR as defined in Section 3426 of the California Civil Code.

13.35.3 Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated in any way under this Agreement for (i) any disclosure of any materials which COUNTY is required to make under the California Public Records Act or otherwise by law; and (ii) any CONTRACTOR's proprietary and/or confidential materials not marked in accordance with Subparagraph 9.4 (Other Proprietary Considerations).

13.35.4 In the event COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", CONTRACTOR agrees to defend and indemnify COUNTY Indemnities in accordance with Subparagraph 13.23 (Indemnification) from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the California Public Records Act.

13.36 <u>PUBLICITY</u>

13.36.1 CONTRACTOR shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing CONTRACTOR's need to identify its services and related clients to sustain itself, COUNTY shall not inhibit CONTRACTOR from publishing its role under this Agreement within the following conditions:

13.36.1.1 CONTRACTOR shall develop all publicity material in a professional manner; and

13.36.1.2 CONTRACTOR shall obtain COUNTY's Project Director's prior written consent, such consent not to be unreasonably withheld, prior to publishing or disseminating, or authorize another to publish or disseminate, any commercial advertisements, press releases, feature articles, or other materials using the name of COUNTY.

13.36.2 CONTRACTOR may, without the prior written consent of COUNTY's Project Director, indicate in its proposals and sales

materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Subparagraph 13.36.2 shall apply.

13.37 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

CONTRACTOR shall maintain accurate and complete financial records of its activities and operations 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. 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. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by CONTRACTOR and shall be made available to COUNTY 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, provided that 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.

13.37.1 In the event that an audit of CONTRACTOR is conducted 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 shall make a reasonable effort to maintain the confidentiality of such audit report(s).

13.37.2 Failure on the part of CONTRACTOR to comply with any of the provisions of this Subparagraph 13.37.2 shall constitute a material breach of this Agreement upon which COUNTY may terminate or suspend this Agreement.

13.37.3 If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of COUNTY may conduct an audit of CONTRACTOR regarding the Work performed under this Agreement, and if such audit finds that COUNTY's Dollar liability for any such Work is less than payments made by COUNTY to CONTRACTOR, then the difference shall be either: a) repaid by

CONTRACTOR to COUNTY by cash payment upon demand or b) at the sole option of COUNTY's Auditor-Controller, 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 the payments made by COUNTY to CONTRACTOR, then the difference shall be paid to CONTRACTOR by COUNTY by cash payment, provided that in no event shall COUNTY's maximum obligation for this Agreement exceed the funds appropriated by COUNTY for the purpose of this Agreement.

13.38 RECYCLED BOND PAPER

Consistent with COUNTY's 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 on this Agreement.

13.39 SUBCONTRACTING

13.39.1 The requirements of this Agreement may not be subcontracted by CONTRACTOR without the advance approval of COUNTY. Any attempt by CONTRACTOR to subcontract without the prior consent of COUNTY may be deemed a material breach of this Agreement.

13.39.2 If CONTRACTOR desires to subcontract, CONTRACTOR shall provide the following information promptly at COUNTY's request:

13.39.2.1 A description of the Work to be performed by the Subcontractor;

13.39.2.2 draft copy of the proposed Subcontract; and

13.39.2.3 Other pertinent information and/or certifications requested by COUNTY.

13.39.3 CONTRACTOR shall indemnify and hold COUNTY Indemnitees harmless in accordance with Subparagraph 13.23 (Indemnification) with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were CONTRACTOR employees.

13.39.4 CONTRACTOR shall remain fully responsible for all performances required of it under this Agreement, including those that CONTRACTOR has determined to subcontract, notwithstanding COUNTY's approval of CONTRACTOR's proposed subcontract.

13.39.5 COUNTY's consent to subcontract shall not waive COUNTY's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing Services under this Agreement. CONTRACTOR is responsible to notify its Subcontractors of this COUNTY right.

13.39.6 COUNTY's Project Director is authorized to act for and on behalf of COUNTY with respect to approval of any subcontract and Subcontractor employees.

13.39.7 CONTRACTOR shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through Services performed hereunder, notwithstanding COUNTY's consent to subcontract.

13.39.8 CONTRACTOR shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by COUNTY from each approved Subcontractor. CONTRACTOR shall ensure delivery of all such documents to COUNTY's Project Manager at the address set forth on Subparagraph 3.4 (COUNTY's Project Manager) before any Subcontractor employee may perform any Work hereunder.

13.40 WARRANTY AGAINST CONTINGENT FEES

13.40.1 CONTRACTOR 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.

13.40.2 For breach of this warranty, COUNTY shall have the right to terminate this Agreement 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.

13.41 VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

13.42 WAIVER

No waiver by either party of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

13.43 RIGHTS AND REMEDIES NOT EXCLUSIVE

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.

13.44 HEADINGS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof.

13.45 FORCE MAJEURE

13.45.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's Subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Subparagraph 13.45.1 as "force majeure events").

13.45.2 Notwithstanding the foregoing, a default by a Subcontractor of CONTRACTOR shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both CONTRACTOR and such Subcontractor, and without any fault or negligence of either of them. In such case, CONTRACTOR shall not be liable for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit CONTRACTOR to meet the required performance schedule. As used in this Subparagraph 13.45.2, the term “Subcontractor” and “Subcontractors” mean Subcontractors at any tier.

13.45.3 In the event CONTRACTOR’s failure to perform arises out of a force majeure event, CONTRACTOR agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

13.46 NEW TECHNOLOGY

CONTRACTOR and COUNTY acknowledge the probability that the technology of the software and hardware provided under this Agreement will change and

improve during the term of this Agreement. COUNTY desires the flexibility to incorporate into the Software any new technologies as they may become available. Accordingly, CONTRACTOR's Project Manager shall, promptly upon discovery and on a continuing basis, apprize COUNTY's Project Manager of all new technologies, methodologies, and techniques which CONTRACTOR considers to be applicable to the Software. 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 Software, and provide an estimate of the impact such incorporation will have on the performance, scheduling, and price of the Software. COUNTY, at its sole discretion, may request that this Agreement be amended to incorporate the new technologies, methodologies and techniques into the Software pursuant to the provisions of Paragraph 8.0 (Change Notices and Amendments).

13.47 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.

13.48 TIME OF THE ESSENCE

Time is of the essence in this Agreement.

13.49 TRANSITIONAL JOB OPPORTUNITIES

13.49.1 This Agreement is subject to the provisions of COUNTY's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

13.49.2 CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

13.49.3 CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

13.49.4 If CONTRACTOR has obtained COUNTY certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Agreement to which it would not otherwise have been entitled, shall:

13.49.4.1 Pay to the COUNTY any difference between the Agreement amount and what the COUNTY's costs would have been if the Agreement had been properly awarded;

13.49.4.2 In addition to the amount described in subdivision (1), be assessed a liquidated damage in an amount of not more than 10 percent (10%) of the amount of the Agreement; and

13.49.4.3 Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of CONTRACTOR Non-responsibility and CONTRACTOR Debarment).

13.49.5 The above remedies shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

13.50 <u>COMPLIANCE WITH HIPAA AND HITECH ACT REQUIREMENTS</u>

13.50.1 CONTRACTOR hereby assures the COUNTY that it will fully comply with "Privacy Rule" as set forth in 45 CFR Parts 160 and 164 and Public Law 111-005.

13.50.2 CONTRACTOR hereby assures the COUNTY that it will fully comply with the "Security Rule" as set forth in 45 CFR Parts 160 and 164 and Public Law 111-005.

13.50.3 CONTRACTOR hereby assures the COUNTY that it will fully comply with all State and federal security Breach reporting and notification laws and their Business Associate Agreement.

13.50.4 CONTRACTOR shall indemnify and hold harmless the COUNTY indemnities in accordance with Subparagraph 13.23 (Indemnification) from and against any and all liability, damages, costs, costs, expenses, including, but not limited to, defense costs and attorney's fees, arising from or related to any violation on the

part of the CONTRACTOR or its employees, agents or Subcontractors of any such laws, rules, regulations, ordinances or directives.

13.51 PERFORMANCE SECURITY

13.51.1 Performance Bond. For all COUNTY facilities, at CONTRACTOR's sole expense, CONTRACTOR shall furnish to COUNTY, within ten (10) days of COUNTY's exercise of such option, a performance bond in a form acceptable to County, and in an amount equal to Two Million Dollars ($2,000,000). Such performance bond shall be in the form and substance satisfactory to COUNTY. Such bond shall be maintained by CONTRACTOR in full force and effect until released by COUNTY upon COUNTY's Project Director's determination that CONTRACTOR shall achieve Final System Acceptance, as evidenced by the COUNTY's Project Director's countersigning of the Acceptance Certificates for Deliverable 17 (Final System Acceptance) pursuant to Subparagraph 5.5.1. Any modification, extension, or termination of this Agreement shall in no way release CONTRACTOR or any of is sureties from any of their obligations under such performance bond. Such bond shall contain a waiver of notice of any Change Notices and Amendments to this Agreement.
No payments shall be due CONTRACTOR until the performance bond is in place and approved by COUNTY. Such bond shall be made payable to COUNTY and shall be issued by a corporate surety licensed to do business in the State of California and satisfactory to COUNTY. The Agreement number and dates of performance shall be specified in such performance bond.

Such performance bond shall be conditioned upon faithful performance and satisfactory completion of services by CONTRACTOR in accordance with the Agreement and shall secure any damages, costs or expenses resulting from CONTRACTOR's default in performance hereunder.

In the event of termination under Subparagraph 12.2 (Termination for Default), such performance bond shall become payable to COUNTY for any outstanding damage assessments made by COUNTY against CONTRACTOR. An amount up to the full amount of such bond may also be applied to CONTRACTOR's liability for any administrative costs and/or excess costs incurred by COUNTY in obtaining similar hardware, software, and services to replace those terminated as a result of CONTRACTOR's default.

In addition, upon such a termination, COUNTY may seek any other remedies permitted under this Agreement or under applicable law.

13.51.2 **Other Forms of Performance Security.** At its sole option, COUNTY may accept certificates of deposit or irrevocable letters of credit in lieu of commercial bonds to meet this provision in an amount equal to Two Million Dollars ($2,000,000). Certificate of Deposit or Letter of Credit shall comply with minimum criteria and standards established by the COUNTY and shall be maintained throughout the term of the Agreement.

13.52 FAILURE TO PROCURE AND MAINTAIN PERFORMANCE SECURITY

Failure on the part of the CONTRACTOR to procure and maintain the required performance security shall constitute a material breach of this Agreement upon which COUNTY may immediately terminate this Agreement.

13.53 CONTRACTOR's WARRANTY OF COMPLIANCE WITH COUNTY's DEFAULTED PROPERTY TAX REDUCTION PROGRAM

13.53.1 CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals and businesses that benefit financially from COUNTY through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

13.53.2 Unless CONTRACTOR qualifies for an exemption or exclusion, CONTRACTOR warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles Code Chapter 2.206.

13.54 SURVIVAL

The following Paragraphs and Subparagraphs shall survive expiration or termination of this Agreement: 1.0, 2.0, 3.5, 3.7, 4.2, 5.0, 7.5, 8.0, 9.0, 10.0, 11.0, 13.6.2, 13.16, 13.17.2, 13.19, 13.20, 13.21, 13.22, 13.23, 13.24, 13.30, 13.33, 13.35, 13.36, 13.37, 13.39.3, 13.41.2, 13.42.2, 13.43.1, 13.44, 13.47, 13.48, 13.49,13.51,13.52, 13.53, 13.54, 13.55 and this 13.56.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by the Director of Health Services, and CONTRACTOR has caused this Agreement to be subscribed in its behalf by it duly authorized officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
John F. Schunhoff, Ph.D.
Interim Director
Department of Health Services

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

By _____
Deputy

CONTRACTOR – Saga Technologies

By _____

_____
Printed Name

_____
Title

APPROVED AS TO FORM:
Andrea Sheridan Ordin
County Counsel

By _____
Eva Vera Morrow
Principal Deputy County Counsel

EXHIBIT A

E-mHUB STATEMENT OF WORK

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I. INTRODUCTION

The COUNTY Department of Health Services (DHS) operates five Primary Medical Hub clinics at Harbor-UCLA Medical Center, High Desert Multi-Service Ambulatory Care Center (MACC), LAC+USC Medical Center, Martin Luther King, Jr. MACC, and Olive View-UCLA Medical Center. An additional Satellite Medical Hub to the LAC+USC Medical Hub opened in the East San Gabriel Valley (ESGV) in June 2009. The Medical Hub program is a collaboration between DHS, the COUNTY Department of Children and Family Services (DCFS), and the COUNTY Department of Mental Health (DMH).

The Primary Medical Hubs and Satellite Medical Hubs provide initial medical examinations, Forensic evaluations (as needed) and age-appropriate mental health screening to children entering or at risk of entering the child welfare system. Medical Hub visit results are forwarded back to the DCFS offices where children's social workers (CSWs), public health nurses (PHNs) and co-located DMH staff follow up on the health recommendations and mental health screening results or other recommendations.

Without limiting CONTRACTOR's obligations under the Agreement, this exhibit describes the Work to be completed by CONTRACTOR to provide Services necessary to design, develop, implement, and maintain an enterprise web-based system for all Medical Hub clinics, DCFS field offices, and Health Services Administration (HSA), as set forth in Section 1 of Attachment B.1 (Licenses). Upon the Effective Date of the Agreement, CONTRACTOR shall migrate mHUB from Rackspace, the current hosting vendor, to the COUNTY Internal Services Department (ISD). CONTRACTOR shall thereafter modify the existing mHUB System, currently operational at the LAC+USC Medical Hub, to an enterprise E-mHUB System. The mHUB System will be operational at LAC+USC Medical Center until the E-mHUB System is developed and implemented at all Medical Hub clinics, DCFS field offices, and HSA, as set forth in Section 1 of Attachment B.1 (Licenses). COUNTY will host both the mHUB System and the E-mHUB System.

II. INSTRUCTIONS

CONTRACTOR shall provide to COUNTY the following in an electronic format, or as otherwise set forth in this exhibit, or as may be requested by COUNTY's Project Manager in writing:

A) All status reports and Deliverables;

B) All Project Control Document (PCD) updates using COUNTY project management standards in accordance with Task 3 (Project Management) below;

C) All Training materials; and

D) All other project related Documentation as requested by COUNTY.

III. TASKS/DELIVERABLES

TASK 1 – MIGRATE mHUB TO ISD HOST SITE

CONTRACTOR shall migrate the mHUB System from Rackspace, the current hosting vendor, to the ISD Host Site. With regard to mHUB, from the Effective Date until the completion of the Warranty Period following E-mHUB Go-Live at the second Primary Medical Hub, for both the mHUB system at Rackspace and the mHUB System at the ISD Host Site, CONTRACTOR shall comply with the Operations and Maintenance Services provisions set forth in Exhibit C (Service Level Requirements).

Subtask 1.1 – Develop Transition Plan

CONTRACTOR shall develop a Transition Plan for migrating the existing mHUB System from Rackspace to the ISD Host Site. The Transition Plan shall contain, at a minimum, the following:

A) A mHUB System Project Work Plan identifying the Work Tasks required, estimated time duration for each, individual or collaborative responsible party(ies), and targeted mHUB Go-Live date;

B) Risks associated with the mHUB System migration and a risk mitigation plan;

C) Acceptable system performance standards;

D) Testing strategies; and

E) Go-Live Plan.

CONTRACTOR shall provide a written draft Transition Plan to COUNTY's Project Manager within fifteen (15) Business Days following the Agreement Effective Date for COUNTY's review. CONTRACTOR shall modify the Transition Plan as required by COUNTY for finalizing the Transition Plan.

COUNTY and CONTRACTOR shall mutually agree upon a targeted mHUB Go-Live date at the ISD Host Site.

In addition, CONTRACTOR shall provide Operations and Maintenance Services provisions for both the mHUB system at Rackspace and the mHUB System at the ISD Host Site, as set forth in Exhibit C (Service Level Requirements).

Deliverable 1.1 – Transition Plan Developed

CONTRACTOR shall provide COUNTY with a final Transition Plan and Operations and Maintenance Services in accordance with Subtask 1.1 (Develop Transition Plan) for COUNTY approval.

Subtask 1.2 – Validate Host Site

CONTRACTOR shall validate that the ISD Host Site (including servers, Operating Systems Software, and FTP connection) is in place and ready for CONTRACTOR to migrate mHUB. CONTRACTOR shall advise COUNTY if the site is not ready and work with COUNTY, as

necessary, to resolve. COUNTY will provide CONTRACTOR with the Uniform Resource Locator (URL) addresses for both the mHUB System Production Environment and Test Environment.

Deliverable 1.2 – Host Site Validated

CONTRACTOR shall certify, in writing, that the ISD Host Site is ready for CONTRACTOR to migrate the mHUB System in accordance with Subtask 1.2 (Validate Host Site).

Subtask 1.3 – Install and Validate mHUB System Production Environment

CONTRACTOR shall install onto the ISD Host Site a replicated image of the mHUB System Production Environment obtained from Rackspace, including sample mHUB System data. CONTRACTOR shall validate that the replicated image of the mHUB System Production Environment at the ISD Host Site meets the acceptable system performance standards specified in the "Transition Plan," set forth in Subtask 1.1 (Develop Transition Plan). If not, CONTRACTOR shall resolve all issues. Any issues related to System Hardware shall require CONTRACTOR to work cooperatively with COUNTY to resolve.

Deliverable 1.3 – mHUB System Production Environment Installed and Validated

CONTRACTOR shall install and validate a replicated image of the mHUB System Production Environment in accordance with Subtask 1.3 (Install and Validate mHUB System Production Environment), and CONTRACTOR shall certify, in writing, that the mHUB System meets acceptable system performance standards, and shall provide a checklist of all the tasks performed for such validation.

Subtask 1.4 – Test mHUB System Production Environment

Using the mHUB System test scripts already created and applied during the prior mHUB system migration to Rackspace, CONTRACTOR shall work with COUNTY with testing and verifying that the functionality and performance of the mHUB System at the ISD Host Site is a replica of the mHUB system at Rackspace. All mHUB System testing under this Subtask shall be repeated, as necessary. COUNTY shall report any Deficiencies to CONTRACTOR. CONTRACTOR shall correct all Major Deficiencies related to mHUB Software functionality identified as a result of COUNTY testing. For Major Deficiencies related to server hardware and/or the COUNTY network as determined by COUNTY, in its sole discretion, CONTRACTOR shall work cooperatively with COUNTY to resolve issues.

Deliverable 1.4 – mHUB System Production Environment Tested

CONTRACTOR shall work with COUNTY with testing and verifying the functionality and performance of the mHUB System Production Environment at the ISD Host Site, in accordance with Subtask 1.4 (Test mHUB System Production Environment).

Subtask 1.5 – Establish mHUB Test Environment

CONTRACTOR shall establish a mHUB Test Environment on the ISD Host Site and apply the appropriate URL addresses designating the Production Environment and the Test Environment. For the Test Environment, CONTRACTOR shall install Rackspace's test environment database onto the ISD Host Site mHUB System Test Environment.

Deliverable 1.5 – mHUB Test Environment Established

CONTRACTOR shall establish a mHUB Test Environment in accordance with Subtask 1.5 (Establish Test Environment).

Subtask 1.6 – Migrate and Test mHUB's Current Production Environment Database to ISD

Within the timeline specified in the Transition Plan, and prior to the mHUB Go-Live at the ISD Host Site for LAC+USC Medical Hub, CONTRACTOR shall migrate the Rackspace mHUB System Production Environment's most current database to the ISD Host Site Production Environment and notify COUNTY's Project Manager. COUNTY and CONTRACTOR shall test and verify that the mHUB System Production Environment at the ISD Host Site contains complete and accurate LAC+USC Live Data, and that the data is properly displayed in the Web User Interface (WUI) and reports. All System testing under this Subtask shall be repeated, as necessary, in order to reach acceptance and readiness for mHUB Go-Live. COUNTY shall report any identified Deficiencies to CONTRACTOR. CONTRACTOR shall correct any and all Major Deficiencies identified as a result of COUNTY testing and validating the Live Data, and shall verify, in writing to the COUNTY's Project Manager, that the Major Deficiencies have been corrected. CONTRACTOR shall obtain written approval from VIP that, from VIP's standpoint, all Major Deficiencies have been corrected.

Deliverable 1.6 – mHUB's Current Production Environment Database Migrated to ISD and Tested

CONTRACTOR shall migrate the mHUB System Production Environment's most current database to ISD and test in accordance with Subtask 1.6 (Migrate and Test mHUB's Current Production Environment Database to ISD).

Subtask 1.7 – Go-Live for mHUB System at LAC+USC

CONTRACTOR and COUNTY shall jointly monitor mHUB Go-Live progress in accordance with the Transition Plan developed in Subtask 1.1 (Prepare Transition Plan). If any issues occur during mHUB Go-Live, CONTRACTOR and COUNTY shall work cooperatively to rectify such issues to COUNTY's satisfaction.

Deliverable 1.7 – mHUB System Go-Live Completed

CONTRACTOR shall provide documented results of LAC+USC Medical Hub's mHUB Go-Live in accordance Subtask 1.7 (Go-Live for mHUB System at LAC+USC).

Subtask 1.8 – Shut Down mHUB System at Rackspace

After five (5) Business Days following mHUB Go-LIve at the ISD Host Site, or when otherwise instructed in writing by COUNTY's Project Manager, CONTRACTOR shall shut down the mHUB system at the Rackspace host site and permanently remove the Rackspace mHUB system environments, including Third Party Software and databases, in a manner that protects the PHI contained therein. CONTRACTOR shall notify COUNTY's Project Manager upon completion and provide COUNTY with certification, in writing, that the mHUB system, in its entirety, has been permanently removed from Rackspace's host site.

Deliverable 1.8 – mHUB System at Rackspace Shut Down

CONTRACTOR shall shut down the mHUB system at the Rackspace host site in accordance with Subtask 1.8 (Shut Down mHUB System at Rackspace).

TASK 2 – PROJECT KICK-OFF MEETING

CONTRACTOR shall be responsible to prepare for and conduct in person a project kick-off meeting, to include representation from the Medical Hubs, HSA divisions, DCFS, and DMH. CONTRACTOR shall take and provide meeting minutes, as set forth in Subtask 2.2 (Prepare Project Kick-Off Meeting Minutes).

Subtask 2.1 – Conduct Project Kick-Off Meeting

Within five (5) Business Days after the Agreement Effective Date, COUNTY's Project Manager and CONTRACTOR shall mutually agree on recommended project kick-off meeting participants, handouts, location, and meeting objectives, which at minimum shall include the following:

A) Establish project scope;

B) Obtain resource commitment;

C) Establish buy-in for schedule and processes;

D) Identify issues, risks and assumptions; and

E) Clarify responsibilities.

Within seven (7) Business Days after the Agreement Effective Date, CONTRACTOR shall prepare an agenda and other meeting handouts for COUNTY's Project Manager's review and approval. CONTRACTOR and COUNTY promptly shall review and revise the project kick-off meeting agenda and handouts as necessary at least two (2) Business Days prior to the project kick-off meeting.

Within fifteen (15) Business Days after the Agreement Effective Date, CONTRACTOR shall conduct the project kick-off meeting in-person and record meeting activities for providing meeting minutes, as set forth in Subtask 2.2 (Prepare Project Kick-Off Meeting Minutes).

<u>Deliverable 2.1 – Project Kick-Off Meeting Conducted</u>
CONTRACTOR shall prepare the project kick-off meeting agenda and handouts and conduct a project kick-off meeting in accordance with Subtask 2.1 (Conduct Project Kick-Off Meeting).

Subtask 2.2 – Prepare Project Kick-Off Meeting Minutes
CONTRACTOR shall deliver the draft project kick-off meeting minutes to COUNTY's Project Manager no later than ten (10) Business Days after the project kick-off meeting or as mutually agreed to by both parties. The minutes shall include, at a minimum, the following:

A) List of Participants;

B) Decisions made, including the objectives listed in Subtask 2.1 (Conduct Project Kick-Off Meeting);

C) Issues, risks, and assumptions identified;

D) Resource commitments required; and

E) Action items assigned.

CONTRACTOR and COUNTY promptly shall review, revise and finalize the project kick-off meeting minutes as necessary. Within two (2) Business Days after COUNTY approves the final project kick-off meeting minutes, CONTRACTOR shall distribute minutes to participants via email.

<u>Deliverable 2.2 – Project Kick-Off Meeting Minutes Provided</u>
CONTRACTOR shall provide project kick-off meeting minutes in accordance with Subtask 2.2 (Prepare Project Kick-Off Meeting Minutes).

TASK 3 – PROJECT MANAGEMENT
Under the direction of the COUNTY's Project Manager, CONTRACTOR shall provide full project management and control of project activities including, but not limited to the following, which are consistent with industry standards adopted and promulgated by the Project Management Institute (PMI):

A) Provide CONTRACTOR staff and resolve its staff personnel issues;

B) Manage CONTRACTOR technical staff;

C) Plan and champion Tasks and related activities;

D) Provide status reports to DHS management and steering committee;

E) Issue reporting summary and status;

F) Adhere to version control and change management policies;

G) Resolve technical design issues; and

H) Coordinate with other COUNTY Departments or external agencies, as appropriate.

CONTRACTOR shall coordinate with COUNTY's Project Manager to ensure that all Tasks, Subtasks and Deliverables are completed in a timely manner.

Subtask 3.1 Develop, Provide, and Maintain Project Control Document
No later than fifteen (15) Business Days after the project kick-off meeting, as described in Subtask 2.1 (Conduct Project Kick-Off Meeting), CONTRACTOR shall provide to COUNTY's Project Manager an initial project control document. CONTRACTOR and COUNTY promptly shall review and revise the project control document as necessary. CONTRACTOR shall then submit a revised project control document for COUNTY acceptance. CONTRACTOR shall modify such document as required by COUNTY until COUNTY, in its sole discretion, considers such document as final. This accepted project control document is hereinafter referred to as the Project Control Document (PCD) and thus establishes a baseline PCD before proceeding with any further Tasks and Subtasks.

The PCD shall be comprehensive in scope and breadth and include, at a minimum, the following components:

A) System Description – a brief statement describing the basic System functionality and related components including a System physical architectural diagram;

B) Project Scope and Objectives – a brief statement of the scope and objectives of the project, including the modifications needed to convert the mHUB System to an E-mHUB System, and then migrate the existing mHUB System data for LAC+USC Medical Hub to the E-mHUB System;

C) Project Organization, Roles, and Responsibilities – a hierarchical box model depicting the organization of the project team and reporting relationships. This shall include both CONTRACTOR and COUNTY project teams and key personnel, the organization they represent, primary project roles and responsibilities, and primary contact information including telephone numbers and email addresses. This model will be used as the basis for the communication plan and escalation procedures;

D) System Development Methodology - a description of the methodologies that the CONTRACTOR shall recommend in the development of E-mHUB System Software;

E) Detailed E-mHUB System Project Work Plan – a detailed narrative, based on this exhibit, of project Tasks and Subtasks, roles and responsibilities of project team members by Task, person hours required to complete each Task and Subtask, the Due Date for each Deliverable, and any dependencies on other Tasks, in a document model mutually agreed upon by COUNTY and CONTRACTOR. Tasks and Subtasks shall be broken down to include a level of detail such that no single Task duration will exceed three hundred twenty (320) hours of Work. Tasks and

Subtasks shall be organized by Deliverables and include COUNTY review and acceptance of Deliverables in writing. Tasks and Subtasks shall be able to be rolled up to view as the following:

i. Milestone Chart – A chart, consistent with the estimated project timeline parameters, set forth in Attachment A.5 (E-mHUB Project Timeline), or any revisions thereto, as approved in writing by COUNTY's Project Manager. Listing project milestones, including Deliverables, the Due Dates, and actual completion dates, with a section to provide comments regarding the progress of the milestones;

ii. GANTT Chart – A chart showing the Tasks, Subtasks, milestones, critical path, and dependencies organized by Deliverables, as appropriate;

All changes to Deliverable timelines that impact project milestones must be approved, in writing, by COUNTY's Project Manager, at least ten (10) Business Days prior to the milestone due date. Upon COUNTY's Project Manager approval, all changes shall be reflected in an updated E-mHUB System Project Work Plan. Whenever such changes are approved, or as otherwise requested by COUNTY's Project Manager, CONTRACTOR shall save the revised E-mHUB System Project Work Plan with the modified baseline PCD;

F) Assumptions – a list of all relevant assumptions made in the development of the detailed E-mHUB System Project Work Plan. All assumptions upon which Task time estimates are calculated must be clearly documented;

G) Deliverables List – a list of the Deliverables to be produced for each Task and Subtask, including a paragraph description of each Deliverable. At a minimum, the Deliverables must match the Deliverables of this Exhibit;

H) Risk Management – a description of the risk management process, including a tracking mechanism for potential present and future project risks, the probability of those risks occurring, potential impact of those risks (e.g., schedule and costs) and risk mitigation strategies;

I) Change Management Process – a description on how project changes will be managed, within this PCD, in order to mitigate any negative impact to COUNTY;

J) Scope Management – a description of how project scope will be managed for keeping the project on track;

K) Testing Strategies – a description of the different types of testing that will be conducted and the approach to be used including roles and responsibilities of each team member; and

L) Training Strategies – a description of the Training approach addressing technical Training, User Training and train-the-trainer Training for COUNTY technical staff, Users, and trainers respectively.

Until Final System Acceptance, CONTRACTOR shall maintain up-to-date versions of the PCD.

COUNTY's Project Manager, in his/her sole discretion, has the right to require modification of any or all components of the PCD. Upon COUNTY's Project Manager's request, CONTRACTOR shall submit a revised PCD within five (5) Business Days for COUNTY approval. If the revised PCD meets COUNTY's Project Manager's requirements, COUNTY's Project Manager will provide CONTRACTOR with written notice of such acceptance. From and after acceptance of such revised PCD, the revised PCD shall be the PCD hereunder and shall supersede the prior approved PCD in all respects. Alternatively, in the event a proposed revision to the PCD is rejected, COUNTY's Project Manager may provide a statement specifying the manner in which the PCD fails to meet the requirements of COUNTY. CONTRACTOR shall revise the PCD until COUNTY, in its sole discretion, considers the revised PCD as final.

Deliverable 3.1 – Project Control Document Provided, Approved, and Maintained

CONTRACTOR shall provide COUNTY with a baseline PCD, and subsequent revised PCDs, in accordance with Subtask 3.1 (Develop, Provide, and Maintain Project Control Document) for COUNTY approval.

Subtask 3.2 – Conduct Project Team Meetings and Provide Meeting Documents

Upon completion of Deliverable 2.1 (Project Kick-Off Meeting Conducted), CONTRACTOR's Project Manager shall conduct the first project team meeting and ongoing project team meetings thereafter. CONTRACTOR shall conduct the first project team meeting, and ongoing team meetings, in a timeline mutually agreed to by COUNTY and CONTRACTOR, provided that ongoing meetings are conducted at least twice monthly. CONTRACTOR's Project Manager shall conduct project team meetings in person or via conference call, as approved by COUNTY's Project Manager.

Prior to each project team meeting, in a mutually agreed upon timeline, CONTRACTOR's Project Manager shall provide COUNTY's Project Manager with the meeting agenda and handouts. CONTRACTOR and COUNTY promptly shall review and revise the meeting agenda and handouts as required, for COUNTY's Project Manager's approval, before the scheduled project team meeting.

After each project team meeting, in a mutually agreed upon timeline, CONTRACTOR's Project Manager shall provide COUNTY's Project Manager with the meeting minutes, action items report and an updated E-mHUB System Project Work Plan. Unless otherwise specified in writing by COUNTY's Project Manager, the action items report for the project team meetings shall, at a minimum, include the following information:

A) Period covered by the report;

B) Overview of the reporting period;

C) Tasks, Subtasks and Deliverables scheduled and/or completed for the reporting period;

D) Summary of project item statuses as of the reporting date, including the comparison of actual progress from the preceding project team meeting, reason for delay(s), and action items required by the identifying responsible parties;

E) An accumulative list of issues (new, continuing, or closed; proposed resolution; status), separated by "open" and "closed"); and

F) Any other information that COUNTY or CONTRACTOR may from time to time require.

CONTRACTOR and COUNTY promptly shall review and revise the action items report, E-mHUB System Project Work Plan and other information as required, for COUNTY's Project Manager's approval prior to the next scheduled project team meeting. Upon receiving COUNTY's Project Manager's approval, CONTRACTOR shall distribute the approved documentation to project team members.

Deliverable 3.2 – Project Team Meetings Conducted and Meeting Documents Provided

CONTRACTOR shall conduct project team meetings and prepare and present to COUNTY's Project Manager the project team meeting documents in accordance with Subtask 3.2 (Conduct Project Team Meetings and Provide Meeting Documents).

Subtask 3.3 – Participate in Project Meetings and Provide Documentation

As requested by COUNTY's Project Manager, CONTRACTOR's Project Manager shall participate in monthly project steering committee meetings, monthly Medical Hub director's meetings, and other project-related ad hoc meetings as deemed necessary by COUNTY's Project Manager requiring CONTRACTOR's participation. For all such meetings, CONTRACTOR's Project Manager shall participate in person or, if approved in each instance by COUNTY's Project Manager, via conference call. When instructed by COUNTY's Project Manager, CONTRACTOR shall present project-related information or demonstrations at such meetings.

CONTRACTOR shall provide handout documentation required for such meetings, as follows:

A) For the project steering committee, CONTRACTOR shall provide the most recent and approved monthly project status report, as described in Subtask 3.4 (Provide Monthly Project Status Reports), any updates to the PCD, and any other documentation as reasonably requested by the COUNTY's Project Manager;

B) For the Medical Hub director's meetings and other project-related ad-hoc meetings, CONTRACTOR shall provide, as reasonably requested by the COUNTY's Project Manager, materials and documentation which may include, but not be

limited to, project status reports, updated PCD, and project-related presentation slides.

For project-related presentation slides and/or materials and documentation needed for such meetings, CONTRACTOR shall provide to COUNTY's Project Manager the draft materials and documentation in electronic format. CONTRACTOR and COUNTY promptly shall review and revise the materials and documentation as necessary. CONTRACTOR shall then submit the revised materials and documentation in electronic format for presentation at such meetings.

Deliverable 3.3 – Participated in Project Meetings and Provided Documentation
As requested by COUNTY, CONTRACTOR shall participate in monthly and ad hoc project-related meetings and provide and present project documentation at such meetings, in accordance with Subtask 3.3 (Prepare Project Status Reports).

Subtask 3.4 – Provide Monthly Project Status Reports

CONTRACTOR shall prepare and provide monthly project status reports for the regularly scheduled monthly project steering meetings. The monthly status reports shall include an updated overview of the project's activities, an updated E-mHUB System Project Work Plan, and, at minimum, the following information:

A) Period covered by the report;

B) Overview summary of the reporting period;

C) Tasks, Subtasks, and Deliverables related to the current reporting period:

   i. scheduled and completed;

   ii. scheduled but not completed, including the reason(s) why it was not completed, any open action items, and revised completion date;

D) Tasks, Subtasks and Deliverables related to the next reporting period;

E) An accumulative list of issues (new, continuing, or closed; proposed resolution; status), separated by 'open' and 'closed' categories;

F) An accumulative list of project-related decisions made; and

G) Any other information that COUNTY or CONTRACTOR may from time to time require.

The first draft monthly status report shall be due to COUNTY's Project Manager thirty (30) Days after COUNTY's approval of the baseline PCD, and subsequent draft monthly status reports shall be due in a timeline mutually agreed upon by COUNTY and CONTRACTOR. CONTRACTOR shall modify such status reports as required by COUNTY until COUNTY, in its sole discretion, considers such status reports as final

Deliverable 3.4 –Monthly Project Status Reports Provided
CONTRACTOR shall provide monthly status reports in accordance with Subtask 3.4 (Provide Monthly Project Status Reports).

TASK 4 – ANALYZE AND DOCUMENT UNIQUE BUSINESS PROCESSES
CONTRACTOR shall conduct a thorough analysis and validation of all Primary Medical Hubs', the ESGV Satellite Medical Hub's, DCFS', and HSA's business process requirements as they pertain to expanding the mHUB System to an E-mHUB System. CONTRACTOR shall conduct the analysis through centrally located interviews, via conference calls, and/or on-site as required by COUNTY, in its sole discretion. The analysis shall include, at a minimum, standardized staff roles and responsibilities and specific Medical Hub appointment types and durations required. Following the analysis and validation, CONTRACTOR shall identify business process improvements and recommend any additional functional Requirements or changes to the existing functional Requirements outside of those Requirements as set forth in Attachment A.1 (Existing mHUB System Requirements (Baseline Application Software)) with an availability code of "C" and any changes needed to the Requirements set forth in Attachment A.2 (Additional System Requirements (Baseline Application Modifications)). Following the last analysis meeting with COUNTY, and upon COUNTY's Project Manager's request, CONTRACTOR shall submit its recommendations, as a business process document, no later than ten (10) Business Days following such request, in a format agreed upon by COUNTY and CONTRACTOR.

Deliverable 4 – Unique Business Processes Document Approved
CONTRACTOR shall complete the business analysis and validation, and submit a business processes document, in accordance with Task 4 (Analyze and Document Unique Business Processes).

TASK 5 – ANALYZE AND DOCUMENT TECHNICAL REQUIREMENTS AND PREPARE TEST STRATEGY PLAN
Based upon the acceptance of Task 4 (Analyze and Document Unique Business Processes) by COUNTY, CONTRACTOR shall analyze the mHUB System and prepare a specifications document defining the technical design changes needed to enhance the mHUB System to an E-mHUB System. CONTRACTOR shall include in the design the changes needed to the Requirements set forth in Attachment A.1 (Existing mHUB System Requirements (Baseline Application Software)) with an availability code of "C" and any changes needed to the Requirements set forth in Attachment A.2 (Additional System Requirements (Baseline Application Modifications)). CONTRACTOR shall also prepare a test strategy plan.

Subtask 5.1 – Analyze Security Profiles
CONTRACTOR shall analyze the security profiles, as set forth in Attachment A.2.2 (Role-Based Access and Responsibilities Matrix for DHS Medical Hubs and DCFS), necessary for the multiple Medical Hubs, DCFS, and authorized enterprise Users and roles so that all Users are granted access to information only which pertains to their work responsibilities according to the COUNTY's preferences. CONTRACTOR shall provide a

security profile report that includes a complete description of functions allowed by each profile.

Deliverable 5.1 – Security Profile Report Provided
CONTRACTOR shall provide COUNTY a security profile report in accordance with Subtask 5.1 (Analyze Security Profiles).

Subtask 5.2 – Analyze System Administration Settings
CONTRACTOR shall collaborate with COUNTY staff, as determined by COUNTY's Project Manager, to analyze System administration settings as set forth in Attachment A.2.2 (Role-Based Access and Responsibilities Matrix for DHS Medical Hubs and DCFS). CONTRACTOR and COUNTY shall determine which System administration settings apply at the enterprise level versus those at the local level (e.g. add User – the Enterprise System Administrator can add a User to any Primary Medical Hub or Satellite Medical Hub, but the Local System Administrator can only add a User to his/her Medical Hub).

Deliverable 5.2 – System Administration Settings Documented
CONTRACTOR shall document the System administration settings in accordance with Subtask 5.2 (Analyze System Administration Settings).

Subtask 5.3 – Analyze Internal Reporting Format Requirements
CONTRACTOR shall collaborate with appropriate COUNTY staff, as determined by COUNTY's Project Manager, to analyze the mHUB System's existing internal reports and report format Requirements. CONTRACTOR shall determine what design changes are necessary for meeting the internal appointment scheduling, health information and statistical reporting needs of the other Primary Medical Hubs and Satellite Medical Hubs. COUNTY shall determine what, if any, additional reports are required. Any additional required reports shall be part of Task 18 (Provide Additional Work).

Deliverable 5.3 – Internal Reporting Format Requirements Documented
CONTRACTOR shall analyze and document all Primary Medical Hubs and Satellite Medical Hubs internal reporting Requirements in accordance with Subtask 5.3 (Analyze Internal Reporting Format Requirements).

Subtask 5.4 – Analyze External Reporting Requirements
CONTRACTOR shall collaborate with COUNTY staff, as determined by COUNTY's Project Manager, to analyze the DCFS 561a form, State of California Emergency Management Agency (CalEMA) Forensic reports, and all other reporting Requirements external to the Primary Medical Hub and Satellite Medical Hub reports. This process includes, but is not limited to, determining Requirements for submitting external reports electronically as a PDF file, receiving encrypted DCFS referral data electronically and creating an external report, and storing all external report documents on the E-mHUB System as part of the patient record. CONTRACTOR shall provide COUNTY with the documented recommendations.

Deliverable 5.4 – External Reporting Requirements Documented
CONTRACTOR shall analyze and document the external reporting Requirements in accordance with Subtask 5.4 (Analyze External Reporting Requirements).

Subtask 5.5 – Analyze System Audit Requirements
CONTRACTOR shall collaborate with COUNTY staff, as determined by COUNTY's Project Manager, to analyze System functionality to make the E-mHUB System HIPAA compliant. Such functionality shall include, but is not limited to, tracking System User activity including accessing/viewing patient records, recording all changes made to Protected Health Information (PHI), and maintaining a history of previous PHI values. COUNTY and CONTRACTOR shall mutually agree upon the content and number of reports that need to be generated to comply with HIPAA regulations.

Deliverable 5.5 – System Audit Requirements Documented
CONTRACTOR shall analyze and document the System audit Requirements in accordance with Subtask 5.5 (Analyze System Audit Requirements).

Subtask 5.6 – Analyze and Provide Interface Plan
CONTRACTOR and COUNTY shall jointly analyze and determine System Interface needs. CONTRACTOR shall provide an Interface Plan for the development and implementation of the System Interfaces required for E-mHUB Go-Live. The Interface Plan shall include, but not be limited to, the existing outgoing FTP patient interface to LAC+USC's mental health system, as set forth in Attachment A.1 (Existing mHUB System Requirements (Baseline Application Software)) and the following Interfaces to be developed, as set forth in Attachment A.2 (Additional System Requirements (Baseline Application Modifications)):

A) Incoming encrypted electronic DCFS referrals; and

B) Outgoing FTP encrypted delivery of E-mHUB System files, reports and documents to the DCFS server.

Deliverable 5.6 – Interface Plan Documented
CONTRACTOR shall provide an Interface Plan in accordance with Subtask 5.6 (Analyze and Provide Interface Plan).

Subtask 5.7 – Prepare Technical Requirements Specification Document
CONTRACTOR shall prepare a Technical Requirements Specification Document defining the technical design Requirements needed to enhance the mHUB System to an E-mHUB System. The design shall be in accordance with the approved system development methodology developed under Subtask 3.1 D (Develop, Provide, and Maintain Project Control Document) and shall differentiate the patient, appointment, and treatment data, based on Primary Medical Hub or Satellite Medical Hub locations to allow the sharing of such patient, appointment, and treatment information between Medical Hub

locations. The Technical Requirements Specification Documentation shall include the following:

A) The technical findings from Subtask 5.1 (Analyze Security Profiles), Subtask 5.2 (Analyze System Administration Settings), Subtask 5.3 (Analyze Internal Reporting Format Requirements), Subtask 5.4 (Analyze External Reporting Requirements), Subtask 5.5 (Analyze System Audit Requirements) and Subtask 5.6 (Analyze and Provide Interface Plan*)*;

B) All changes, documented in writing, required to the mHUB System to meet the System Requirements for an E-mHUB System as set forth in Attachment A.1 (Existing mHUB System Requirements (Baseline Application Software)) and Attachment A.2 (Additional System Requirements (Baseline Application Modifications)); and

C) A written certification that this document supports all the System Requirements for the E-mHUB System.

CONTRACTOR shall submit the Technical Requirements Specifications Document in a mutually agreed upon format by COUNTY and CONTRACTOR for COUNTY's Project Manager's written approval. CONTRACTOR shall modify such document as required by COUNTY until COUNTY, in its sole discretion, considers such document as final.

Deliverable 5.7 – Technical Requirements Specification Document Approved
CONTRACTOR shall prepare a Technical Requirements Specification Document in accordance with Subtask 5.7 (Prepare Technical Requirements Specification Document).

Subtask 5.8 – Prepare Test Strategy Plan
CONTRACTOR shall prepare written testing strategies (test strategy plan) in a style approved by COUNTY. At a minimum, the test strategy plan shall include the following:

A) Overview;

B) Scope of testing;

C) Assumptions;

D) General test strategies;

E) Proposed System testing schedule;

F) Responsibilities; and

G) Issue-tracking procedures.

Deliverable 5.8 – Test Strategy Plan Prepared
CONTRACTOR shall prepare a test strategy plan in accordance with Subtask 5.8 (Prepare Test Strategy Plan).

TASK 6 – PROVIDE SYSTEM DESIGN DOCUMENT

CONTRACTOR shall review with COUNTY's Project Director and COUNTY's Project Manager the business processes document as set forth in Deliverable 4 (Unique Business Processes Document Approved) and the Technical Requirements Specification Document, including all Requirements as set forth in Attachment A.1 (Existing mHUB System Requirements (Baseline Application Software)) and Attachment A.2 (Additional System Requirements (Baseline Application Modifications)). Based upon such review, CONTRACTOR shall document all System changes that are required to modify the existing mHUB System to an E-mHUB System as a draft System Design Document (SDD) to include the following:

A) Overview;

B) Changes in database structure;

C) Changes in System methodology;

D) Changes in User Interfaces, by module;

E) Changes in reporting Requirements;

F) Additions of System auditing Requirements;

G) Changes and/or additions of System Interface Requirements required for E-mHUB Go-Live; and

H) Additions for migrating the mHUB System's Live Data to E-mHUB System.

CONTRACTOR shall also submit the SDD, including an updated E-mHUB System Project Work Plan, for COUNTY's Project Manager's written approval. CONTRACTOR shall modify the SDD as required by COUNTY, in its sole discretion, until COUNTY considers such document as final. Once approved by COUNTY, the SDD shall provide the basis for implementation of any changes to business processes and technical Services so that the System meets the enterprise-wide Requirements of the Primary Medical Hubs and Satellite Medical Hubs. The SDD shall include all the Requirements as set forth in Attachment A.1 (Existing mHUB System Requirements (Baseline Application Software)) and Attachment A.2 (Additional System Requirements (Baseline Application Modifications)). Any subsequent significant modifications to the SDD, as determined by COUNTY in its sole discretion, shall require the prior written approval of COUNTY's Project Director in accordance with Subtask 3.1 – I (Change Management Process).

Deliverable 6 – System Design Document Approved

Based upon the design review process, CONTRACTOR shall modify and finalize a SDD developed in accordance with Task 6 (Provide System Design Document).

TASK 7 – DEVELOP E-mHUB SYSTEM

CONTRACTOR shall use the approved SDD to enhance the mHUB System to an E-mHUB System to include additional System enhancements in accordance with Task 6 (Provide System Design Document). Such enhancements shall include, but not be limited to, incorporating the functionality set forth in Attachment A.1 (Existing mHUB System

Requirements (Baseline Application Software)) and Attachment A.2 (Additional System Requirements (Baseline Application Modifications)). According to a timeline mutually agreed to by COUNTY and CONTRACTOR, development progress shall be reviewed incrementally.

The E-mHUB System shall be comprised of all components of the mHUB System, including but not limited to, the following:

A) Database structure changes;

B) WUI;

C) Security profiles;

D) System administration functionality;

E) System audit functionality;

F) Internal reporting;

G) External reporting; and

H) Interfaces.

During the design phase, if any unforeseen changes to the SDD are discovered (e.g. modifying or adding a Requirement), CONTRACTOR shall submit any such changes in accordance with the Change Management Process as set forth in Subtask 3.1-I (Develop, Provide, and Maintain Project Control Document).

Subtask 7.1 – Modify Database Structure for E-mHUB System
CONTRACTOR shall use the mHUB System database as a basis for creating an E-mHUB System database, which will support all Primary Medical Hubs, Satellite Medical Hubs, and System auditing, reporting, and System Interface Requirements.

Deliverable 7.1 – Database Structure Modified for E-mHUB System
CONTRACTOR shall modify the mHUB System database in accordance with Subtask 7.1 (Modify Database Structure for E-mHUB System).

Subtask 7.2 – Develop Web User Interface for E-mHUB System
CONTRACTOR shall modify all existing mHUB System WUIs to capture additional required data elements and functionality needed for business, reporting, and security purposes as set forth in Attachment A.2 (Additional System Requirements (Baseline Application Modifications)).

Deliverable 7.2 – Web User Interface Developed for E-mHUB System
CONTRACTOR shall develop the WUI in accordance with Subtask 7.2 (Develop Web User Interface for E-mHUB System).

Subtask 7.3 – Develop Security Profiles for E-mHUB System
CONTRACTOR shall develop a dynamic WUI that allows the Enterprise System Administrator to set up security profiles for the multiple Medical Hub and DCFS/DPH Users in accordance with Attachment A.2.2 (Role-Based Access and Responsibilities Matrix for DHS Medical Hubs and DCFS) and shall include assigning roles so that all Users are only granted access to information that pertains to their work responsibilities. Controls shall be in place to ensure there are no security breaches or accesses to information by anyone not legally permitted to access PHI.

Deliverable 7.3 – Security Profiles Developed for E-mHUB System
CONTRACTOR shall provide COUNTY with security profiles in accordance with Subtask 7.3 (Develop Security Profiles for E-mHUB System).

Subtask 7.4 – Develop System Administration Settings for E-mHUB System
CONTRACTOR shall develop enterprise and facility level System administration settings.

Deliverable 7.4 – System Administration Settings Developed for E-mHUB System
CONTRACTOR shall provide COUNTY with System administration settings in accordance with Subtask 7.4 (Develop System Administration Settings for E-mHUB System).

Subtask 7.5 – Develop System Audit Functionality for E-mHUB System
CONTRACTOR shall develop System audit functionality in accordance with HIPAA regulations, and as set forth in Attachment A.2 (Additional System Requirements (Baseline Application Modifications)) and Attachment A.2.1 (E-mHUB High Level Security and Audit Trail Guidelines). CONTRACTOR shall ensure that each Medical Hub's Local System Administrator may access audit information only for his/her Medical Hub location. CONTRACTOR shall further ensure that the Enterprise System Administrator and Department Representative may audit information for all Primary Medical Hubs and Satellite Medical Hubs.

Deliverable 7.5 – System Audit Functionality Developed for E-mHUB System
CONTRACTOR shall provide COUNTY with System audit functionality in accordance with Subtask 7.5 (Develop System Audit Functionality for E-mHUB System).

Subtask 7.6 – Develop Internal Reports for E-mHUB System
CONTRACTOR shall develop internal reports generation functionality in accordance with Attachment A.2 (Additional System Requirements (Baseline Application Modifications)), which includes internal appointment scheduling, health information, and statistical reports related to the internal business needs of each Medical Hub.

Deliverable 7.6 – Internal Reports Developed for E-mHUB System
CONTRACTOR shall provide COUNTY with reports and a report generator in accordance with Subtask 7.6 (Develop Internal Reports for E-mHUB System).

Subtask 7.7 – Develop External Reports for E-mHUB System
CONTRACTOR shall develop external reports (reports needed for outside the Primary Medical Hubs and Satellite Medical Hubs (i.e., HSA and DCFS)) to include the following:

A) DCFS form 561(a);

B) CalEMA forms; and

C) Additional required external reports as determined pursuant to Deliverable 5.4 (External Reporting Requirements Documented).

All reports, except for the CalEMA forms, shall be saved as a PDF with character recognition capability. CalEMA forms shall be generated, printed, and then scanned before being saved as a PDF without character recognition capability. All reports shall then be stored on the E-mHUB database server, delivered electronically to external locations, and be accessible from the E-mHUB System's patient record.

Deliverable 7.7 – External Reports Developed for E-mHUB System
CONTRACTOR shall develop external reports in accordance with Subtask 7.7 (Develop External Reports for E-mHUB System).

Subtask 7.8 – Develop Capability to Receive Scanned Documents in E-mHUB System
CONTRACTOR shall develop the capability to receive scanned documents, upload scanned files (e.g., CalEMA forms) as PDFs, store on the E-mHUB database server, deliver electronically to external locations, and be accessible from the E-mHUB System's patient record.

Deliverable 7.8 – Capability to Receive Scanned Documents in E-mHUB System Developed
CONTRACTOR shall develop capability to receive scanned documents in the E-mHUB System in accordance with Subtask 7.8 (Develop Capability to Receive Scanned Documents in E-mHUB System).

Subtask 7.9 – Develop Interfaces for E-mHUB System
CONTRACTOR shall develop Interfaces to include the following:

A) Incoming encrypted electronic DCFS referrals; and

B) Outgoing FTP encrypted delivery of E-mHUB System files, reports and documents to DCFS server.

Deliverable 7.9 – Interfaces Developed for E-mHUB System
CONTRACTOR shall develop Interfaces in accordance with Subtask 7.9 (Develop Interfaces for E-mHUB System).

Subtask 7.10 – Complete E-mHUB System Development and Acknowledge Readiness for the ISD Host Site
CONTRACTOR shall notify COUNTY of the completion of the development of the E-mHUB System and readiness for loading onto the ISD Host Site.

Deliverable 7.10 – E-mHUB System Development Completed and Ready for Hosting Site
CONTRACTOR shall certify, in writing, that the E-mHUB System is ready to be loaded onto the ISD Host Site.

TASK 8 – PREPARE TEST SCRIPTS FOR E-MHUB SYSTEM
CONTRACTOR shall prepare test scripts for the E-mHUB System and each Medical Hub in a style approved by COUNTY, which shall provide the information required to conduct the tests described in Task 12 (Conduct Acceptance Testing and Document Results Prior to E-mHUB Go-Live). The test scripts shall include the following components:

A) Test case ID number;
B) Test date;
C) Tested by;
D) Process tested;
E) Test description (scenarios);
F) Expected results;
G) Actual result; and
H) Result code (A – accepted, F – failed).

CONTRACTOR shall submit the test scripts with the level necessary to test every feature and functionality of the E-mHUB System. CONTRACTOR shall modify the test scripts as required by COUNTY until COUNTY, in its sole discretion, considers such document as final.

Deliverable 8 – Test Scripts Prepared for E-mHUB System
CONTRACTOR shall prepare test scripts in accordance with Task 8 (Prepare Test Scripts for E-mHUB System).

TASK 9 – ESTABLISH ISD HOST SITE
CONTRACTOR shall work with COUNTY to establish the ISD Host Site, including all related Services for the installation and configuration of applicable Third Party Software, for the E-mHUB System, as set forth in Attachment A.3.1 (System Software).

Deliverable 9 – ISD Host Site Established
CONTRACTOR shall work with COUNTY to establish the ISD Host Site in accordance with Subtask 9 (Establish ISD Host Site).

TASK 10 – ESTABLISH AND TEST SYSTEM ENVIRONMENTS

CONTRACTOR shall establish a Production Environment and a Test Environment for the E-mHUB System and thoroughly test the environments for the E-mHUB System, to ensure readiness for migrating the mHUB System to the E-mHUB System. Documentation of such testing shall be provided to COUNTY's Project Manager for written approval.

Deliverable 10 – System Environments Established and Tested

CONTRACTOR shall establish and thoroughly test the Production Environment and Test Environment for the E-mHUB System in accordance with Task 10 (Establish and Test System Environments).

TASK 11 – MIGRATE SAMPLE DATA, VALIDATE, and CERTIFY

CONTRACTOR shall migrate and validate a sample of LAC+USC's mHUB data to the E-mHUB System and certify that the E-mHUB System is ready for testing.

Subtask 11.1 – Migrate Sample Data and Validate

CONTRACTOR shall migrate and validate a sample of LAC+USC's mHUB data to the E-mHUB System for conducting Acceptance Testing in accordance with Task 12 (Conduct Acceptance Testing for E-mHUB System and Document Results Prior to E-mHUB Go-Live). Prior to migration of the sample data, COUNTY and CONTRACTOR shall mutually agree on the data sample size required.

Deliverable 11.1 – Sample Data Migrated and Validated

CONTRACTOR shall migrate and validate sample data from LAC+USC's m-HUB to E-mHUB, in accordance with Subtask 11.1 (Migrate Sample Data and Validate) and shall certify, in writing, that the sample data migration and validation were successful.

Subtask 11.2 – Certify E-mHUB System on ISD Host Site Hardware

CONTRACTOR shall certify, in writing, that the E-mHUB System Hardware described in section 2 of Attachment A.3.2 (System Hardware), the Operating Systems Software described in section 2 a. of Attachment A.3.1 (System Software), and the Third Party Software described in section 2 c. ii. (Third Party Software) of Attachment A.3.1 (System Software) meet all of the requirements for hardware (in this Subtask 11.2, "Hardware"), operating software (in this Subtask 11.2, "Operating Software"), and Third Party Software, respectively, that are necessary for the COUNTY to achieve the functionality set forth in Attachment A.2 (Additional System Requirements (Baseline Application Modifications)) without any Major Deficiencies and in accordance with the service level requirements set forth in Exhibit C (Service Level Requirements). CONTRACTOR shall further certify, in writing, that the COUNTY shall at all times be able to enjoy and exercise fully its rights in respect of the Software, which shall be fully Compatible with and shall fully integrate, perform and function with the Hardware, Operating Software, and Third Party Software.

Deliverable 11.2 – E-mHUB System Certified on ISD Host Site Hardware

CONTRACTOR shall provide the certification set forth Subtask 11.2 (Certify E-mHUB System).

TASK 12 – CONDUCT ACCEPTANCE TESTING AND DOCUMENT RESULTS PRIOR TO E-MHUB GO-LIVE

CONTRACTOR shall work with COUNTY in conducting Acceptance Testing using test data developed under Deliverable 8 (Test Scripts Prepared for E-mHUB System). Testing shall be conducted in the Test Environment and shall be completed, with results documented by CONTRACTOR, and submitted to COUNTY's Project Manager for written approval that testing satisfies every feature and functionality of the E-mHUB System.

All Acceptance Testing under this Task 12 (Conduct Acceptance Testing and Document Results Prior to E-mHUB Go-Live) shall be repeated, as necessary, in order to reach acceptance and readiness for E-mHUB Go-Live.
COUNTY shall report any identified Deficiencies to CONTRACTOR. CONTRACTOR shall correct any and all Deficiencies identified as a result of testing. COUNTY shall verify in writing that Deficiencies have been corrected. Acceptance Testing shall be complete when all Major Deficiencies have been resolved by CONTRACTOR, tested by COUNTY, and approved, in writing, by the COUNTY's Project Manager.

Subtask 12.1 – Conduct Application Software Testing for E-mHUB System

CONTRACTOR shall work with COUNTY in conducting Application Software testing at each Primary Medical Hub and Satellite Medical Hub the DCFS field office locations, and HSA, which shall test the components of the System Software.

Deliverable 12.1 – Application Software Testing Conducted for E-mHUB System

CONTRACTOR shall work with COUNTY in conducting Application Software testing in accordance with Subtask 12.1 (Conduct System Unit Testing for E-mHUB System).

Subtask 12.2 – Conduct System Integration Testing for E-mHUB System

CONTRACTOR shall work with COUNTY in conducting System integration testing at each Primary Medical Hub and Satellite Medical Hub, the DCFS field office locations, and HSA, as applicable. System integration testing shall include authentication that all E-mHUB communication and User functionality capabilities are achieved between Primary Medical Hubs and Satellite Medical Hubs and DCFS, as applicable. System integration testing shall be pursuant to the test scripts developed under Deliverable 8 (Test Scripts Prepared) to verify that the E-mHUB System performs in accordance with the Requirements and Specifications.

Deliverable 12.2 – System Integration Testing Conducted for E-mHUB System

CONTRACTOR shall work with COUNTY in conducting System integration testing in accordance with Subtask 12.2 (Conduct System Integration Testing for E-mHUB System).

Subtask 12.3 – Conduct Load Testing for E-mHUB System
CONTRACTOR shall work with COUNTY in conducting E-mHUB System Load Testing, using Load Testing methodologies formulated by COUNTY and evaluated by CONTRACTOR, including defining acceptable System performance standards, to verify that the E-mHUB System performs as specified under a simulated load condition, based upon a number of Users, solely determined by COUNTY. COUNTY and CONTRACTOR shall review the Load Testing results and CONTRACTOR shall document Deficiencies. CONTRACTOR shall resolve all E-mHUB System Deficiencies, exclusive of COUNTY network. CONTRACTOR shall provide to COUNTY's Project Manager, in writing, what E-mHUB System modifications were completed for improving E-mHUB System performance. All E-mHUB System Load Testing under this Subtask shall be repeated, as necessary, in order to reach acceptable E-mHUB System performance standards. COUNTY, at its sole discretion, shall determine the following:

A) All required server hardware modifications; and

B) When the E-mHUB System under Load Testing meets the acceptable performance standards.

Deliverable 12.3 – Load Testing Conducted for E-mHUB System

CONTRACTOR shall work with COUNTY in conducting load testing in accordance with Subtask 12.3 (Conduct Load Testing for E-mHUB System).

TASK 13 – PREPARE GO-LIVE PLAN FOR E-mHUB SYSTEM
For each Medical Hub, the DCFS field office locations, and HSA, CONTRACTOR and COUNTY shall collaborate to produce a Go-Live Plan. CONTRACTOR shall be responsible for documenting the plan. The Go-Live Plan shall include, at a minimum, the following:

A) Schedule for E-mHUB Go-Live for each Medical Hub;

B) Schedule for E-mHUB Go-Live for DCFS field offices;

C) Schedule for E-mHUB Go-Live at HSA;

D) Integration testing and other activities required to be performed prior to E-mHUB Go-Live;

E) Training schedule;

F) Identification of the E-mHUB Go-Live teams, including CONTRACTOR staff and COUNTY staff;

G) Detailed Work schedules for E-mHUB Go-Live teams;

H) Development of conversion and migration plans, including implementation steps for deleting test data, and migrating and validating Live mHUB data to E-mHUB;

I) Detailed backout plan, including the following steps, required to:

i. Revert LAC+USC Primary Medical Hub and the ESGV Satellite Medical Hub, the first E-mHUB Go-Live location, back to the mHUB System;

ii. Implement E-mHUB again at LAC+USC Primary Medical Hub and the ESGV Satellite Medical Hub , including data migration from mHUB System;

iii. Revert E-mHUB back to the prior day's version, using the ISD Host Site's backup system recovery, when implementing the remaining Primary Medical Hubs and DCFS; and

J) Any other information, schedules, and procedures, as COUNTY deems necessary, in its sole discretion, to ensure a smooth migration.

Deliverable 13 – Go-Live Plan Documented for E-mHUB System
CONTRACTOR shall provide Go-Live Plan Documentation in accordance with Task 13 (Prepare Go-Live Plan for E-mHUB System).

TASK 14 – PROVIDE SYSTEM DOCUMENTATION AND TRAINING FOR E-mHUB SYSTEM
CONTRACTOR shall provide complete System Documentation as well as prepare and implement a comprehensive Training program including, without limitation, providing COUNTY with necessary Training materials. All Documentation shall be written in comprehensible English.

Subtask 14.1 – Provide Documentation for E-mHUB System
CONTRACTOR shall prepare Documentation for the E-mHUB System. This Documentation shall include, without limitation, manuals that shall provide COUNTY with a comprehensive reference source of functionality, data definitions, and Training. CONTRACTOR shall make User reference Documentation available in an electronic format accessible from the E-mHUB System and, if requested by COUNTY, in hard copy.

Deliverable 14.1 –Documentation Provided for E-mHUB System
CONTRACTOR shall provide Documentation in accordance with Subtask 14.1 (Provide Documentation for E-mHUB System).

Subtask 14.2 – Provide System Training for E-mHUB System
CONTRACTOR shall provide System Training as set forth in Attachment A.4 (System Training and Travel). Training shall provide Users with an extensive working knowledge of the E-mHUB System and shall incorporate problem Training to ensure Users become acquainted with error messages, on-line support, and corrective actions.

Prior to onsite training, COUNTY and CONTRACTOR shall validate that the E-mHUB System meets performance standards as specified in Subtask 12.3 (Conduct Load Testing for E-mHUB System).

Deliverable 14.2 – System Training Provided for E-mHUB System
CONTRACTOR shall provide System Training, in accordance with Subtask 14.2 (Provide System Training for E-mHUB System).

TASK 15 – MIGRATE AND VERIFY LAC+USC'S mHUB DATA TO E-mHUB SYSTEM
CONTRACTOR shall migrate LAC+USC's mHUB System's Live Data to the E-mHUB System at least twelve (12) hours prior to E-mHUB Go-Live at LAC+USC and the ESGV Satellite Hub. Prior to data migration, CONTRACTOR shall work with COUNTY in refining existing mHUB data, to the extent possible. COUNTY and CONTRACTOR shall test and verify that the E-mHUB System contains LAC+USC's Live Data, and that the same Live Data is properly displayed in the WUI and the internal and external reports.

COUNTY shall report any identified Deficiencies to CONTRACTOR. CONTRACTOR shall correct any and all Major Deficiencies identified as a result of data migration testing. All System testing under this Task 15 (Migrate and Verify LAC+USC's mHUB Data to E-mHUB System) shall be repeated, as necessary, in order to reach acceptance and readiness for E-mHUB Go-Live.

Deliverable 15 – LAC+USC's mHUB Data Migration and Verification to E-mHUB System Completed
COUNTY and CONTRACTOR shall conduct LAC+USC's mHUB data migration and verification in accordance with Task 15 (Migrate and Verify LAC+USC's mHUB Data to E-mHUB System).

TASK 16 – GO-LIVE FOR EACH E-mHUB LOCATION
For each Primary Medical Hub (where the LAC+USC Medical Hub includes the ESGV Satellite Medical Hub), DCFS, and HSA, CONTRACTOR and COUNTY shall conduct pre E-mHUB Go-Live meetings to determine whether and when each E-mHUB location is ready for go-live. COUNTY's Project Manager has sole discretion in determining E-mHUB Go-Live by location. All DCFS incoming and outgoing Interfaces shall be operational at the time of E-mHUB Go-Live at each location. If the COUNTY's Project Manager determines that the E-mHUB location is not ready for E-mHUB Go-Live, CONTRACTOR shall work with COUNTY to compile a list of Deficiency(ies) and an action plan for resolving each Deficiency listed. See Attachment A.9 (E-mHUB Milestone Chart).

Upon COUNTY's written approval of completion of E-mHUB Go-Live at each E-mHUB location, CONTRACTOR shall proceed with E-mHUB Go-Live at the next location, as determined by COUNTY in its sole discretion, until all locations are Live. In the event of any Major Deficiencies at a E-mHUB Go-Live location, COUNTY's Project Manager may, at any time whatsoever, instruct CONTRACTOR, in writing, to proceed with the detailed backout plan, as set forth in Section I of Task 13 (Prepare Go-Live Plan for E-mHUB System), and CONTRACTOR shall implement the backout plan requested. In such instances, COUNTY and CONTRACTOR will develop an action plan to resolve the Major Deficiency(ies), and COUNTY

will determine a new E-mHUB Go-Live date for each location at which the backout plan has been implemented.

Subtask 16.1 – Complete E-mHUB Go-Live for LAC+USC Medical Hub and ESGV Satellite Medical Hub

CONTRACTOR shall proceed with E-mHUB Go-Live at the LAC+USC Medical Hub and the ESGV Satellite Medical Hub, and CONTRACTOR and COUNTY shall jointly monitor E-mHUB Go-Live progress. In the event of any Major Deficiencies, COUNTY's Project Manager may instruct CONTRACTOR, in writing, to proceed with the backout plan, as set forth in Task 13 (Prepare Go-Live Plan for E-mHUB System), and CONTRACTOR shall implement the backout plan requested. In such an instance, COUNTY and CONTRACTOR will develop an action plan to resolve the Major Deficiency(ies), and COUNTY will determine a new E-mHUB Go-Live date.

The process described in this Subtask 16.1 (Complete E-mHUB Go-Live for LAC+USC Medical Hub) shall be repeated until COUNTY's Project Manager determines, in his/her sole discretion, that no Major Deficiencies exist.

Deliverable 16.1 –E-mHUB Go-Live for LAC+USC Medical Hub Completed

CONTRACTOR shall provide documented results of LAC+USC Medical Hub's and ESGV's Satellite Medical Hub's E-mHUB Go-Live in accordance with Subtask 16.1 (Conduct E-mHUB Go-Live for LAC+USC Medical Hub).

Subtask 16.2 – Recommend Go-Live Decision by E-mHUB Location

After E-mHUB Go-Live at the LAC+USC Medical Hub and the ESGV Satellite Medical Hub, CONTRACTOR and COUNTY shall conduct pre E-mHUB Go-Live meetings for each remaining Primary Medical Hub, DCFS and HSA. CONTRACTOR shall document these meeting results. Pre E-mHUB Go-Live meetings shall occur prior to go-live at each E-mHUB location, to ascertain if the next E-mHUB location is ready for go-live. If COUNTY, in its sole discretion, determines that the next E-mHUB location is not ready for E-mHUB Go-Live, CONTRACTOR shall work with COUNTY to compile a list of Deficiency(ies), categorizing which are Major Deficiencies, and an action plan for resolving each Deficiency listed. CONTRACTOR shall resolve all Major Deficiencies and those non-major Deficiencies, as determined by COUNTY, in its sole discretion. In such instances, CONTRACTOR shall provide COUNTY, in writing, revised E-mHUB Go-Live date(s) as it pertains to the remaining E-mHUB locations.

Deliverable 16.2 – Go-Live Recommended by E-mHUB Location

CONTRACTOR shall provide Documentation to support E-mHUB Go-Live recommendations and the course of action, in accordance with Subtask 16.2 (Recommend Go-Live Decision by E-mHUB Location).

Subtask 16.3 – Complete Go-Live by E-mHUB Location
For the remaining Primary Medical Hubs, DCFS, and HSA, CONTRACTOR and COUNTY shall jointly monitor E-mHUB Go-Live progress and COUNTY will decide, in its sole discretion, on the appropriate course of action if any Major Deficiency(ies) are identified. CONTRACTOR shall document E-mHUB Go-Live findings, issues, and resolutions by each E-mHUB location. COUNTY shall determine, in its sole discretion, the success of E-mHUB Go-Live at each location and when E-mHUB Go-Live at the next location shall begin.

Commencing on the date on which CONTRACTOR achieves E-mHUB Go-Live at the second Primary Medical Hub, a Warranty Period shall commence. Attachment A.9 (E-mHUB Milestone Chart) reflects the Warranty Period. The Warranty Period shall be completed upon a thirty (30) consecutive day cycle free of Major Deficiencies. Upon occurrence of any Major Deficiency during the Warranty Period, CONTRACTOR shall correct such Major Deficiency and, upon the correction of each such Major Deficiency, the thirty (30) consecutive day cycle free of Major Deficiencies will restart. With regard to the E-mHUB System, upon the successful completion of the Warranty Period following E-mHUB Go-Live at the second Primary Medical Hub, CONTRACTOR shall comply with the Operations and Maintenance Services provisions set forth in Exhibit C (Service Level Requirements).

Deliverable 16.3 – Go-Live by E-mHUB Location Completed
E-mHUB Go-Live at each Medical Hub, DCFS and HSA shall be conducted in accordance with Subtask 16.3 (Complete Go-Live by E-mHUB Location).

TASK 17 – PROVIDE NON-DEFICIENT E-mHUB SYSTEM FOR FINAL SYSTEM ACCEPTANCE
COUNTY and CONTRACTOR shall monitor each E-mHUB Go-Live location to ensure that, as the remaining Medical Hubs, DCFS, and HSA locations are implemented, the E-mHUB System remains free of Major Deficiencies at all then Live E-mHUB locations.

The E-mHUB System shall achieve Final System Acceptance, as set forth in Subparagraph 5.5 of the Agreement, once all Primary Medical Hubs, ESGV Satellite Medical Hub, DCFS, and HSA are Live on the E-mHUB System and upon completion of a sixty (60) consecutive day cycle free of Major Deficiencies. Upon occurrence of any Major Deficiency during this cycle, CONTRACTOR shall correct such Major Deficiency and, upon the correction of each such Major Deficiency, the sixty (60) consecutive day cycle free of Major Deficiencies will restart.

CONTRACTOR and COUNTY shall meet and develop a separate action plan for decommissioning the existing mHUB System, including purging data according to HIPAA guidelines. CONTRACTOR shall submit meeting minutes and an action plan to COUNTY's Project Manager for written approval. CONTRACTOR and COUNTY promptly shall review and revise the documentation as necessary. CONTRACTOR shall then submit revised documentation for COUNTY acceptance. CONTRACTOR shall modify such documentation as required by COUNTY until COUNTY, in its sole discretion, considers such documentation as

final. Once approved by COUNTY, CONTRACTOR shall implement the action plan and, on the date determined, decommission the mHUB System and purge data accordingly.

Deliverable 17 – Final System Acceptance
CONTRACTOR shall provide to COUNTY documented results that the E-mHUB System functions without Major Deficiencies for sixty (60) consecutive Days and decommission the mHUB System, in accordance with Task 17 *(*Provide Non-Deficient E-mHUB System for Final System Acceptance).

TASK 18 – PROVIDE ADDITIONAL WORK
CONTRACTOR shall provide Additional Work, as set forth in Subparagraph 5.3 (Additional Work) of the Agreement.

COUNTY may request Additional Work for Requirements with a "Priority Code" of "P" in Attachment A.2 (Additional System Requirements (Baseline Application Modifications)). In such instances, CONTRACTOR shall provide such Additional Work at the amount stated in the "Additional Work Quoted" column in Attachment A.2 (Additional System Requirements (Baseline Application Modifications)).

For all other Additional Work, COUNTY may request the Additional Work as set forth in Subparagraph 5.3.1 of the Agreement.

Once CONTRACTOR and COUNTY agree upon the proposed Additional Work, COUNTY, in its sole discretion, will determine if such Additional Work is processed as a Change Notice (Attachment A.7 (Change Notice)), or as an Agreement Amendment. COUNTY, in its sole discretion, will determine whether Additional Work, which is processed as a Change Notice, also requires use of Exhibit J (Form of Work Order). All Change Notices must have the required COUNTY approvals prior to CONTRACTOR initiating any Additional Work.

Deliverable 18 – Additional Work Provided
If requested by COUNTY's Project Director and agreed to by CONTRACTOR, CONTRACTOR shall provide to COUNTY Additional Work as described in Task 18 (Provide Additional Work). Any enhancements or modifications to the E-mHUB System resulting from Additional Work shall be incorporated into and become part of the E-mHUB System.

ATTACHMENT A.1

EXISTING mHUB SYSTEM REQUIREMENTS
(Baseline Application Software)

E-mHUB

MARCH 2010

Existing mHUB Requirements (Baseline Application Software)

All functionality set forth in this Attachment A. 1 – Existing mHUB System Requirements (Baseline Application Software) shall be provided by CONTRACTOR at:

- **mHUB Go-Live; and**
- **E-mHUB Go-Live, in accordance with the mHUB to E-mHUB transition codes set forth below, and as further modified by the functionality set forth in Attachment A.2 – Additional System Requirements (Baseline Application Modifications).**

mHUB to E-mHUB Transition Codes:

E = Existing mHUB functionality to remain in E-mHUB
R = Existing mHUB functionality to remain in E-mHUB and can be met using the mHUB report writer embedded in .NET
F = Existing mHUB functionality to be corrected in E-mHUB, as noted in the "Comments" column in bold
C = Existing mHUB functionality to be incorporated in E-mHUB after CONTRACTOR combines the forensic and medical assessment modules, as set forth in Exhibit A – Statement of Work, Task 5 (Analyze and Document Technical Requirements and Prepare Test Strategy Plan) and Task 7 (Develop E-mHUB System)

Number	Category	Requirement	Transition Codes	Comments
1.	**System Access**	The System shall be fully functional using a standard web browser application, such as Internet Explorer.	E	
2.		User shall access the System by means of a unique URL address and shall only be able to view/edit screens to which he or she has appropriate security rights.	E	
3.		The System shall have different URL addresses for each system environment (e.g., production, test/train).	E	
4.	**System Login**	When button "Clear" is clicked, the System shall clear entered information on the screen. When button "Login" is clicked, the System shall use the entered User name and Password to authenticate User's login information.	E	
5.		Each User shall have his/her security profiles set by the Local System Administrator.	E	
6.		Upon login, if the User has entered an incorrect "Username" and/or Password, the System shall display an error message of "Invalid username or password!"	E	
7.		The System shall display an error message if the User did not enter a value under "Username".	E	

Number	Category	Requirement	Transition Codes	Comments
8.		The System shall display an error message if the User did not enter a value under "Password".	E	
9.		The System shall require the User to change his/her Password when the System determines that the current Password has expired. Upon entering his/her expired Password, the System shall display a screen entitled "Please change your password" containing:	E	
		a. User information provided by System ("Last Name", "First Name", "Title", "Department", "Date", and "Login Time")		
		b. The field "Old:" where the User enters their expired Password		
		c. The field "New:" where the User enters a new Password		
		d. The field "Verify:" where the User re-enters the new Password as verification that the values in "New:" field and "Verify:" field are the same		
		When the User selects the "OK" button on the "Please change your password" screen, the System shall validate that the new Password entered is a minimum of eight characters in length, a combination of letters, numbers, and/or symbols, and has not been used the last four (4) times. If all criteria are met, the System shall update the User's Password and present the User with their "Home" page screen. If all criteria are not met, the System shall provide the User with alert messages on the "Please change your password" screen to assist the User in meeting all the System's Password criteria.		
		A minimum of eight characters in length		
		A combination of letters, numbers, and/or symbols		
10.		The System shall display the version number and release date on the login screen.	E	
11.	**Successful Login**	After a successful login, all System screens shall have a header section containing:	E	
12.		a. mHUB logo	E	
13.		b. "Welcome" plus User's first name	E	
14.		c. System's "Current Section" that the User is viewing	E	
15.		d. A system "Logoff" link	E	
16.		e. A row of navigation tabs. Access to these tabs shall be based on each User's security profile. Depending on the User's security profile, a User shall either have rights to not view a screen, read a screen only or read/write.	E	
17.	**Home Tab**	After a successful login, the User's "Home" page screen displays shall contain the following sections:	E	

Number	Category	Requirement	Transition Codes	Comments
18.		a. A "My Profile" section listing User's "Last Name", "First Name", "Title", "Department", "Date", and "Login Time", and contains a "Change Password" button	E	
19.		b. An "Alerts" section that lists and links items in the User's work queue	E	
20.		c. A "My Schedule" section with navigation tabs for "Daily View", "Weekly View" and "Monthly View".	E	
21.		i. The default view shall be the "Daily View" for the current date.	E	
22.		ii. The screen shall display the schedule calendar view by tab, as selected by the User.	E	
23.		iii. The time slots for "Daily View" and "Weekly View"' shall be in 20-minute increments for "Medical Assessment Medical Providers" or 30-minute increments for "Forensic Assessment Medical Providers".	E	
24.		iv. The System shall include navigation tools to display the schedule in the prior or next date increments (e.g., prior week or next week for "Weekly View" tab) and shall contain a calendar icon for navigating to a distinct date increment	E	
25.		The System shall display a warning in the User's "My Profile" section that his/her Password will expire.	E	
26.		While logged in mHUB, the System shall allow a User to change his/her login Password from the "My Profile" section.	E	
27.		a. The User shall enter his/her old Password then his/her new Password twice (the second time for verification).	E	
28.		b. Before accepting the new Password, the System shall validate that the Password consists of the following:	E	
29.		i. A minimum of eight characters in length	E	
30.		ii. A combination of letters, numbers, and/or symbols	E	
31.		The System shall allow a User to post a "New Event" on his/her "My Schedule" calendar on the "Daily View" and "Weekly View" screens. The User shall have the ability to select a date and time duration from an open timeslot in the calendar view and the System shall open a "New Event" webpage which shall include the following information:	F	**1. Does not provide accurate information to resolve double booking** **2. When future appointments are deleted all prior appointments are deleted as well, so there is no record of activity**

Number	Category	Requirement	Transition Codes	Comments
32.		a. "Event Type" (as buttons to select one). The System default shall be the first radio button "Meeting" however User can change "Event type" to "Vacation", "Personal", "Administration", or "Faculty"	E	
33.		b. "Title" (as a free text field)	E	
34.		c. "Comments" (as a free text field)	E	
35.		d. "From", "To" (date duration), and calendar icons for navigating to distinct date increments. The System shall default to the current date. To change it, the User shall select the date	E	
36.		e. "Time" (from and to) shall default to the time selected by the User on the calendar in 20-minute increments. The User has the option to adjust the from and to time as it pertains to the event	E	
37.		f. "One-Time Event?" (as a checkbox) defaults to on. When selected to off, date duration (d above) and recurring event (g below) fields are editable	E	
38.		g. "Recurring Event" (as a drop-down list) shall default to "Daily". Other dropdown selections shall be "Weekly", "Bi-weekly", and "Monthly"	E	
39.		The System shall save the event values entered and populate the User's "My Schedule" calendar with the information saved as timeslots reserved.	E	
40.	**Alerts Module & Alerts Screen**	The System shall have an "Alerts" module to indicate any new appointments or other status changes in the appointment that needs actions taken.	E	
41.		The "Alerts" section shall display on a User's homepage, as his/her security profile rights permit, and shall refresh each time the homepage is accessed.	E	
42.		a. A maximum of five (5) records shall be displayed for each alert category with a "More" link appearing when there are more alerts in that category.	E	
43.		b. The System shall direct the User to a new screen listing all the alert records when the User selects the "More" link.	E	
44.		The alert module shall have the following alert categories:	E	
45.		a. "Follow Up Reminders"	E	
46.		b. "Rejected Appointments"; alert shall display all rejected appointments for all Medical Providers until the appointment is rescheduled or otherwise handled	F	**1. Rejected appointments need to remain indefinitely on the "Alerts" until they are worked on** **2. Rejected appointments need to remain on the "Daily Log" so there is a record of it**

Number	Category	Requirement	Transition Codes	Comments
47.		c. "Canceled / No Show"; alert shall display all such appointment results in a "Daily Log". "Canceled / No Show" alert shall be removed from list when either of the following occurs:	E	
48.		i. An appointment is rescheduled	E	
49.		ii. The alert is deleted by a User, as security profile rights permit	E	
50.		d. "Rejected Appointments"; tables shall show all the doctor's rejected appointments that have not yet been "Rescheduled" or "Canceled". The rejected appointment shall also show up on the clerk's alert module to indicate the appointment was rejected.	E	
51.		e. "Forensic Appt. Requests"; alert shall display referral from Forensic staff waiting to be scheduled into the System. The alert shall display until the referral is scheduled.	E	
52.		f. "New appointments"; alert shall display all new appointments in the upcoming 72 hours that were scheduled in the last 24 hours.	F	**All appointments display in the "Alerts" even if they are for well into the future. Only the appointments that must be conducted within 72 hours shall display.**
53.		g. "New interview"; alert shall display all new interviews in the upcoming 72 hours that were scheduled in the last 24 hours.	F	**Same as row #40.**
54.		Except for "Follow Up Reminders" (#a above), the alert module shall display two columns for each of the following alert categories:	E	
55.		a. "Name" (when clicked, links to "Patient Information")	E	
56.		b. "Date/Time" (of the appointment)	E	
57.		In the "Follow Up Reminders" alert category, nurse, nurse practitioners, and doctors shall be able to enter the results from a previous test/referral submission.	E	
58.		The format in the "Alert" module shall contain the following data fields:	E	
59.		a. "Name"	E	
60.		b. "Reminder Date"	E	
61.		c. "Type"	E	
62.		When the User clicks on "Name", it shall direct the User to "Patient Information".	E	
63.		When the User clicks on "Type", it shall direct the User to the screen of the indicated test/referral in edit mode under "Patient's treatment" and shall prompt User to enter and save the "Test Result" or "Referral Result" information.	E	

Number	Category	Requirement	Transition Codes	Comments
64.		Alerts shall remain in the User's work queue until one of the following occurs:	E	
65.		a. An appointment is confirmed for that patient	E	
66.		b. The alert is deleted by a User, as security profile rights permit	E	
67.	**Patient Lookup**	The System shall allow User to search patients in its database by any one, or combination of, the following data elements:	E	
68.		a. "Last Name". The System shall include a wild search	E	
69.		b. "First Name". The System shall include a wild search	E	
70.		c. "Gender". The System shall allow the User to select from a drop-down list	E	
71.		d. "DOB: Month Day Year"	E	
72.		e. "Home Phone"	E	
73.		The System shall allow User to search for a patient in its database by any one of the following "ID Types":	E	
74.		a. "SSN"	E	
75.		b. "MRUN" (as the default)	E	
76.		c. "Referral ID #"	E	
77.		d. "Client ID #"	E	
78.		e. "MIS #"	E	
79.		When search is selected, the System shall return a "Patient List" with columns that shall allow the User to sort in ascending or descending order by selecting the column header description.	E	
80.		The Forensic "Patient List" shall highlight rows that require a referral to "Medical Assessment".		
81.		The "Patient List" shall include the following data fields:		
82.		a. "Patient Name". The default sort shall consist of last name, first name.	E	
83.		b. "Gender"	E	
84.		c. "Date of Birth"	E	
85.		d. "MRUN"	E	
86.		e. "SSN"	E	
87.		f. "Primary Phone #"	E	
88.		g. "Address"	E	
89.		The search result shall highlight the first record as the default. The User shall be able to select another record by clicking on the row corresponding to the desired record.	E	

Number	Category	Requirement	Transition Codes	Comments
90.		The System shall allow the User to select a patient from the "Patient List" and select one of the following options:	E	
91.		a. "Make an Appointment"	E	
92.		b. "View Selected Patient"	E	
93.		c. "Create Collateral Record" (in Mental Health module only)	E	
94.		The System shall allow the User to select, from a drop-down list, the number of patients that the "Patient List" shall display on each screen.	E	
95.		The System shall display the following:	E	
96.		a. The total number of screen pages returned from User's patient search criteria	E	
97.		b. The current screen page number that the User is viewing	E	
98.		c. A functionality allowing User to navigate between screen pages	E	
99.		The System shall allow User to "Create New Patient" for "Medical Assessment" or "Create New Intake" for Forensic by selecting the corresponding button on the "Patient Lookup" screen.	E	
100.	**Scheduling Appointments**	The System shall allow the User to search and retrieve any patient information and then make an appointment for the patient. Each appointment is identified by the following:	C	
101.		a. "Date"	C	
102.		b. "Time From"	C	
103.		c. "Time To"	C	
104.		d. "Location"	C	
105.		e. "Provider's Name"	C	
106.		f. "Patient's Name"	C	
107.		g. "Visit Type" ("Initial", "Sick", "Follow-Up", "Specialty", "Nurse Visit", "Forensic", "Other")	C	
108.		h. "Appointment Status" ("Showed Up", "No Show", "Canceled", or "Rescheduled")	C	
109.		The System shall allow the User to "View", "Create", "Cancel", and "Reschedule" appointments as security profile permits.	C	
110.		When a patient is selected from the "Patient Lookup" feature and the "Make an Appointment" button is selected, the User shall be given the appropriate visit type options and provider configurations defined by their security role.	C	
111.		When User selects the "Current Patient's Appointment List" button, another screen shall appear with the following information:	E	
112.		a. "Patient Name:" first name last name	E	
113.		b. "Referred by"	E	
114.		c. "Upcoming Appointment:" (if applicable)	E	

Number	Category	Requirement	Transition Codes	Comments
115.		i. "Type"	E	
116.		ii. "Doctor"	E	
117.		iii. "Date/Time"	E	
118.		iv. "Appointment Type"	E	
119.		d. "Appointment History:"	E	
120.		i. "Type"	E	
121.		ii. "Doctor"	E	
122.		iii. "Date/Time"	E	
123.		iv. "Appointment Type"	E	
124.		The "Current Patient's Appointment List" shall display a "Close" button, and once selected, the screen shall close.	E	
125.		The "Current Patient's Appointment List" shall display a "Print" button, and once selected, shall print the screen information on hardcopy.	E	
126.	**Appointment Wizard**	The System shall have an "Appointment Wizard" for selecting the medical provider, "Appointment Type", and if desired, a specific date.	C	
127.		a. Depending on the "Appointment Type", the wizard shall allow User to select a mental health "Case Manager" as optional (as a check box).	C	
128.		b. Once User has selected the multiple variables ("Medical Appointment Type", Medical Provider", "Mental Health Appointment Type", "Mental Health Provider", "Case Manager"), the System shall list available appointments for the User to select.	C	
129.		c. The screen shall return with patient info ("Name, DOB, Age") and appointment info ("Date/Time, Medical Provider's Name, Social Worker") and "Appointment Type".	C	
130.		d. A selected appointment shall be placed on the calendar as described in #131 below:	C	
131.		When an appointment is created, it shall appear on the calendar of the corresponding medical provider and "Patient", as well as on the "Schedule List".	C	
132.		When an appointment is rejected, it shall appear in the "Alert Module" of the corresponding doctor, nurse, and clerk until the alert is deleted by an authorized person.	F	**1. Rejected Appointments need to remain indefinitely on the Alerts until they are worked on** **2. Rejected Appointments need to remain on the Daily Log so there is a record of it**

Number	Category	Requirement	Transition Codes	Comments
133.		The System, by default, shall display ten available appointments per screen, with arrows indicating page numbers allowing the User to switch to another set of ten available appointments. (The search shall retrieve records within a work week of the selected date)	C	
134.		The status of each appointment shall be logged in the daily log for that day and in the patient's individual appointment history each time the following modifications are made :	C	Additional appointment statuses added in A.2, row 165
135.		a. "Canceled"	C	
136.		b. "Rescheduled"	C	
137.		c. "Showed Up"	C	
138.		d. "No Show"	C	
139.		e. "Rejected"	C	
140.		On each medical provider's calendar schedule, all appointments confirmed shall be placed in the appropriate time slot, with the following information:	C	
141.		a. "Patient Name" by last name, then first (when selected the patient's "Patient Information, Referral Information" tab shall open)	C	
142.		b. "Visit Type" (when selected a screen containing both upcoming appointments and appointment history shall open)	C	
143.		c. "Diagnose" icon (when selected, the patient's "Medical Treatment, General" tab shall open to allow viewing/inputting of medical information)	C	
144.		d. "Schedule Follow Up" icon (when selected, shall allow medical provider to schedule a follow up visit by selecting a timeslot from his/her calendar)	C	
145.		e. 'SP" icon, indicating the patient's primary language is Spanish	C	
146.		Two buttons, "Reject" and "Assign", shall display at the end of each appointment slot on the medical provider's schedule; the medical provider shall have the ability to reject or reassign an appointment by clicking on the applicable button.	C	
147.		When the "Reject" button is clicked, a window shall pop up for User to confirm by selecting the "Reject" button or cancel selecting the "Cancel" button	C	
148.				Row deleted – there is no warning screen for this function.
149.		User shall select from a drop–down list the following reasons for rejection:	C	
150.		a. "Schedule Conflict"	C	
151.		b. "Sick"	C	
152.		c. "Meetings"	C	

Number	Category	Requirement	Transition Codes	Comments
153.		d. "Day Off"	C	
154.		e. "Other"	C	
155.		When the "Reject" button is clicked, the window shall close and go back to the "Daily View" screen.	C	
156.		a. The original appointment shall disappear from the medical provider's calendar and be added to the medical provider's "Rejected Appt" module on the homepage.		
157.		When the "Cancel" button is clicked, the window shall close without rejecting the appointment.		
158.		When the "Assign" button is clicked, a screen shall pop up showing the appointment time and patient name and containing a drop-down list of all medical providers.	C	
159.		When a medical provider's name is selected, that provider's schedule for the day shall display and the following two buttons shall be available:	C	
160.		a. "Submit"	C	
161.		b. "Cancel"	C	
162.		If "Submit" is selected, the appointment shall be transferred to that provider's schedule.	C	
163.		If "Cancel" is selected, the popup box shall close and no changes shall be made in the schedule.	C	
164.		An icon indicating that the patient has more than one appointment in the same day shall display when applicable.	C	
165.		In the medical provider's "Monthly View" calendar schedule, the System shall display in each day of that month, the total number of appointments for that day.	C	
166.		a. When any one of the appointments is selected, the System shall direct the User to his/her "Daily View" for that day's details.	C	
167.	**Daily Log**	The System shall provide a "Clinic Log" of daily activity and shall allow the User to retrieve the information by selecting the date of the business workday.	C	
168.		The System shall provide a "Walk-In" button in the header row so that the User shall have the ability to search for the patient by the MRUN.	C	
169.		The System shall display a daily "Clinic Log" list when the User selects the clinic log date. The System shall display the "System Date" as the default.	C	
170.		The "Clinic Log" list shall include the following data fields:	C	
171.		a. "Patient Name" (last name, first). Each name shall link to that patient's specific information.	C	
172.		b. "Appointment Time"; AM or PM	C	

Number	Category	Requirement	Transition Codes	Comments
173.		c. "Appointment Type" (Forensic only)	C	
174.		d. "Appointment Status"	C	
175.		e. "Medical Time In" (Medical & Mental Assessment)	C	
176.		f. "Time In" (Forensic only)	C	
177.		g. "Medical Time Out" (Medical & Mental Assessment)	C	
178.		h. "Time Out" (Forensic only)	C	
179.		i. "Doctor Name"	C	
180.		j. "Mental Time In" (Medical & Mental Assessment)	C	
181.		k. "Mental Time Out" (Medical & Mental Assessment)	C	
182.		l. "Therapist Name" (Medical & Mental Assessment)	C	
183.		The System shall provide a drop down field in the header row. When selected, the User shall have the ability to view a list of the patients scheduled for that date, in alphabetical order and select the patient from the list.	C	
184.		The System shall provide a printer icon in the header row. When selected, the System shall generate an MS Word document containing information from the daily "Clinic Log".	C	
185.		The User shall have the ability to open and save the MS Word document and also print to hardcopy.	C	
186.		The "Daily Log" report's primary sort field shall be "Appointment Time" and shall contain the following data fields for "Medical & Mental Assessment":	C	
187.		a. "MRUN"	C	
188.		b. "Patient Name" (last, first)	C	
189.		c. "Age" (Y, M)	C	
190.		d. "DOB"	C	
191.		e. "Gender"	C	
192.		f. "Ethnicity"	C	
193.		g. "BIB" (brought in by)	C	
194.		h. "Visit Type"	C	
195.		i. "Provider Name"	C	
196.		j. "Time In" value (military time)	C	
197.		k. "Time Out" value (military time)	C	
198.		l. "Mental Health appt?" (Yes / No)	C	
199.		Once a patient is selected from the "Daily Log", the User shall have the ability to access, edit, and save patient specific information.	C	
200.		The "Clinic Log" information shall contain the following data fields:	C	
201.		**Section: General Information**	C	

Number	Category	Requirement	Transition Codes	Comments
202.		a. "Last Name"	C	
203.		b. "First Name"	C	
204.		c. "Gender" (as a dropdown list)	C	
205.		d. "Adult / Child" (as radio buttons)	C	
206.		e. "MRUN" (as read only)	C	
207.		f. "DOB"	C	
208.		g. "Age" (as a calculated field from DOB)	C	
209.		h. "Ethnicity" (as a drop-down list)	C	
210.		i. "Primary Language" (as a drop-down list with options "English", "Spanish", "Bilingual")	F	**Needs to be updated to include additional language options.**
211.		j. "Case Manager's Name" (as a drop-down list – all mental health case managers in system)	C	
212.		k. "Brought In By" (as a drop-down list with options "Biological Parent", "Foster Parent", "Adoptive Parent", "Guardian", "Group Home", "Transporter", Social Worker", Relative", "Law Enforcement", "Self", "Other")	C	
213.		l. "DCFS Office" (as a drop-down list – all DCFS Offices)	C	
214.		m. "Other Referral Source" (as a drop-down list with options "Alliance for Children's Rights", "Aviva FFA", "Bienvenidos FFA", "Community Mental Health, "County Court", "Mozell Pennington Group", "Optimist", "Orange County", "San Diego", "St. Anne's", "Women and Children's Hospital")	F	**Options need to be updated to be applicable to all Medical Hubs.**
215.		**Section: Medical Appointment Check-In**	C	
216.		a. "Appointment Time" (as hr : min - military)	C	
217.		b. "Visit Type" (as a drop down menu)	C	
218.		c. "Time In"	C	
219.		d. "Doctor/Clinician Name" (as a drop-down list)	C	
220.		e. "Time Out"	C	
221.		f. "Appointment Status" (as a dropdown list)	C	
222.		g. "Booked By" (as read only)	C	
223.		**Section: Mental Health Appointment Check-In**	C	
224.		a. "Appointment Time" (as hr : min - military)	C	
225.		b. "Visit Type" (as a dropdown list)	C	
226.		c. "Time In"	C	
227.		d. "Doctor/Clinician Name" (as a dropdown list)	C	
228.		e. "Time Out"	C	
229.		f. "Appointment Status" (as a dropdown list)	C	
230.		g. "Booked By" (as read only)	C	

Number	Category	Requirement	Transition Codes	Comments
231.	**Patient Information Tab**	The System shall display patient information as content in the following sub-tabs:	C	
232.		a. "Activity Log"	C	
233.		b. "Referral Information"	C	
234.		c. "Pre-Screening"		
235.		d. "Additional Information"	C	
236.		e. "Clinical Information"	C	
237.	**Activity Log, 1st Sub-Tab** (for "Mental Health Assessment")	The System shall return an "Activity Log" with the following data fields displayed on top:	C	
238.		a. "Therapist Name"	C	
239.		b. "Date"	C	
240.		The System shall contain the following data elements by section:	C	
241.		**Section: Activity Log**	C	
242.		a. "Date"	C	
243.		**Section: Status**	C	
244.		a. **"Court Orders Items:"** (as buttons to select)	C	
245.		i. "30-day assessment; Possible Ongoing"	C	
246.		ii. "Psychiatric Evaluation"	C	
247.		iii. "Psychological Test"	C	
248.		iv. "Counseling Testing"	C	
249.		v. "Counseling / Therapy at VIP"	C	
250.		vi. "Counseling /Therapy and lives near or agrees to attend VIP"	C	
251.		vii. "HUB Evaluation"	C	
252.		viii. "Open Episode Elsewhere"	C	
253.		b. **"The following recommendations were made following client's Preliminary Case Examination:"** (as buttons to select)	C	
254.		i. Only refer to this category if: * Client is DCFS referred, has no court involvement, needs therapy per evaluating therapist, and lives near or agrees to attend VIP	C	
255.		ii. "30-day assessment recommended by therapist; Possible Ongoing"	C	
256.		iii. "Psychological Evaluation recommended by therapist (needs supervisor approval **and** must be in a 30-day assessment or in ongoing therapy)"	C	

Number	Category	Requirement	Transition Codes	Comments
257.		iv. "Psychological Testing recommended by therapist (needs supervisor approval **and** must be in a 30-day assessment or in ongoing therapy)"	C	
258.		v. "No Services recommended at VIP - REFER OUT"	C	
259.		vi. "No Services recommended at this time"	C	
260.		**Section: Tracking Items**	C	
261.		a. **"Internal Referral Submitted:"** (as buttons to select)	C	
262.		i. "Psychiatric Assessment"	C	
263.		ii. "Psychological Testing"	C	
264.		iii. "Individual Therapy"	C	
265.		b. **"Other Form Submitted**:" (as buttons to select)	C	
266.		i. "Transfer of Care form submitted"	C	
267.		ii. "Discharge form submitted"	C	
268.	**Activity Log, 1st Sub-Tab** (for Forensic)	The System shall allow the User to view the "Activity Log", edit, and print as security profile permits. The "Activity Log" shall contain the following data elements:	C	Data elements of forensic page are totally dissimilar from data elements of medical assessment page. Identical elements to be merged and elements unique to forensic and medical assessment to remain.
269.		a. "Date"	C	
270.		b. "Note" (as free text)	C	
271.	**Pre-Screening, 2nd Sub-Tab**	The System shall allow the User to view the "Pre-Screening sub-tab", edit, and print as security profile permits.	C	
272.	**STOPPED HERE**	The "Pre-Screening sub-tab" shall contain a "VIP Telephone Pre-Screening For CATC Medical & Mental Health" header and the following data elements:	C	
273.		a. "Date"	C	
274.		b. "Time"	C	
275.		c. "CLIENT SHOULD BE DIRECTED TO"	C	
276.		i. "CATC Combined Appointment"	C	
277.		ii. "CATC Mental Health Only"	C	
278.		iii. "CATC Medical Only"	C	
279.		iv. "30-day Assessment"	C	
280.		v. "On-going Therapy"	C	
281.		vi. "CMHC"	C	
282.		vii. "T-11 Client"	C	
283.		viii. "Client or Family declined services"	C	
284.		ix. "Psychological Testing / Psychiatric Evaluation"	C	

Number	Category	Requirement	Transition Codes	Comments
285.		x. "FAS"	C	
286.		xi. "0-5"	C	
287.		xii. "OT"	C	
288.		d. "Informant Name"	C	
289.		e. "Day Phone; ext"	C	
290.		f. "Informant is"	C	
291.		i. "Significant Other; Relationship"	C	
292.		ii. "Agency; Specify"	C	
293.		g. "Client Name"	C	
294.		i. "Last Name"	C	
295.		ii. "First Name"	C	
296.		h. "Age"	C	
297.		i. "Day Phone; ext"	C	
298.		j. "Address"	C	
299.		k. "Client Language"	C	
300.		i. "English"	C	
301.		ii. "Spanish"	C	
302.		iii. "Other; Specify"	C	
303.		l. "Caregiver Language"	C	
304.		i. "English"	C	
305.		ii. "Spanish"	C	
306.		iii. "Other; Specify"	C	
307.		m. "Is this client newly detained?" (as Y/N buttons to select one)	C	
308.		n. "Has client had first court date?" (as Y/N buttons to select one)	C	
309.		o. "When is next court date?" (drop down calendar)	C	
310.		p. "Is this client in Foster Care" (as Y/N buttons to select one)	C	
311.		q. "Is this client court ordered for Service" (as Y/N buttons to select one)	C	
312.		i. "Describe" (No more than 400 characters)	C	
313.		r. "Is this a request for a second opinion?" (as Y/N buttons to select one)	C	
314.		i. "If yes, requested by" (as Court/DCFS buttons to select one)	C	
315.		s. "Does client have need for medical evaluation with VIP CATA? "(as Y/N buttons to select one)	C	
316.		t. "Does client have need for mental health evaluation with VIP CATC?" (as Y/N buttons to select one)	C	

Number	Category	Requirement	Transition Codes	Comments
317.		u. "Does client have a history of child abuse, sexual abuse, DV exposure? (as Y/N buttons to select one)"	C	
318.		i. "Describe" (No more than 500 characters)	C	
319.		v. "Is client known to have any type of mental retardation, pervasive developmental disorder or language delay?" (as Y/N buttons to select one)	C	
320.		i. "If yes, has he/she ever been assessed through Regional Center?" (as Y/N buttons to select one)	C	
321.		ii. "If yes, please provide copy of assessment"	C	
322.		w. "Presenting Mental Health Problem" (as Y/N buttons to select one)	C	
323.		x. "Problem suggests an emergency situation such as suicide or homicide?" (as Y/N buttons to select one)	C	
324.		i. "If yes, please direct informant to call PET Team immediately at (800) 854-7771."	C	
325.		y. "Problem suggests other severe behavioral risk such as intentional self-harm?" (as Y/N buttons to select one)	C	
326.		i. "If yes, notify VIP+USC Mental Health Center supervisor of urgent need."	C	
327.		z. "Is client receiving mental health services elsewhere at this time?" (as Y/N buttons to select one)	C	
328.		i. "If so, where?" (No more than 500 characters)	C	
329.		ii. "And what is the reason for additional referral to VIP "CATC? (No more than 200 characters)	C	
330.		aa. "Presenting Medical Problem:" (No more than 500 characters)	C	
331.		bb. "Medical evaluation requested in order to determine physical or sexual abuse? (as Y/N buttons to select one)	C	
332.		i. "If yes, refer immediately to Trailer 11. (323) 226-5086)	C	
333.		cc. "Does OES form need to be completed? (as Y/N buttons to select one)	C	
334.		i. "If yes, refer immediately to Trailer 11.	C	
335.		dd. Is this an acute, but not emergency, medical "problem?" (as Y/N buttons to select one)	C	
336.		i. "If yes, call Nurse Practitioner at CATC Clinic (323) 226-5086"	C	
337.		ee. "(If this is an emergency, please refer client to Emergency Room or have informant call 911.)"	C	
338.		ff. "Does a Nurse Practitioner need to make a follow-up call at this time for additional information?" (as Y/N buttons to select one)	C	

Number	Category	Requirement	Transition Codes	Comments
339.		gg. "Does client have a regular doctor?" (as Y/N buttons to select one)	C	
340.		hh. "(If Non-Detained client, what is the reason for referral to CATC?)" (No more than 500 characters)"	C	
341.		ii. "(For Non-Detained Client)"	C	
342.		jj. "What insurance does client have?" (No more than 500 characters)"	C	
343.		kk. "If client has an HMO, child may be seen at CATC for a limited number of visits, but CATC will not be able to refer to specialist or administer any specialty tests. Referral for special services should be made by the regular doctor."	C	
344.		ll. "Is there a specific time constraint for medical examination?" (as Y/N buttons to select one)	C	
345.		i. If yes, what is the deadline date?" (No more than 100 characters)	C	
346.		mm. "Please Note: Any child not in foster care **and** not referred by DCFS must have a CATC medical financial screening before any services are provided."	C	
347.		nn. "Please remind informant that client should bring vaccination records as well as any recent medical records to first appointment."	C	
348.		oo. "Form completed by:"	C	
349.	**Referral Information, 3rd Sub-Tab** (for Forensic and "Medical Assessment")	System shall allow the User to view the patient referral information, edit, duplicate, and print as security profile permits.	C	
350.		The "Referral Information" shall contain the following data elements by section:	C	
351.		**Section: Identifiers**	C	
352.		a. "MRUN:" (as a required field)	C	
353.		i. If unknown, the System shall assign a "dummy" MRUN	C	
354.		ii. The System shall allow the User to modify a "dummy" MRUN to an existing MRUN	F	**When the User modifies the "dummy" MRUN with patient's real MRUN the System alerts User that the MRUN already exists and then assigns another "dummy" MRUN that is +1/+2 numbers different than the actual MRUN.**

Number	Category	Requirement	Transition Codes	Comments
355.		b. "CASE ID #"	C	
356.		c. "Client ID #"	C	
357.		d. "Referral ID #"	C	
358.		e. "SW File #"	C	
359.		f. "VIP Track No."	C	
360.		g. "MIS No."	C	
361.		**Section: Initial Call Information**	C	
362.		a. "Staff Taking Call"	C	
363.		b. "Referral Originated at" (as a button to select)	C	
364.		c. "Date" (as a calendar)	C	
365.		d. "Time" (as hh:mm)	C	
366.		e. "Primary Medical Provider" (as a drop-down list)	C	
367.		f. "Medical Provider Supervisor" (as a drop-down list)	C	
368.		g. "Person Referring" (who is calling)	C	
369.		i. "Last Name"	C	
370.		ii. "First Name"	C	
371.		iii. "Middle Name"	C	
372.		iv. "Phone"	C	
373.		v. "Ext."	C	
374.		vi. "Fax"	C	
375.		h. "Identified Patient"	C	
376.		i. "Last Name" (as a required field)	C	
377.		ii. "First Name" (as a required field)	C	
378.		iii. "Middle Name"	C	
379.		iv. "Gender" (as a drop-down list)	C	
380.		v. "SSN"	C	
381.		vi. "DOB" (as a required field)	C	
382.		vii. "Age" (Y, M)	C	
383.		viii. "Primary Language" (as a drop-down list)	C	
384.		ix. "Ethnicity" (as a drop-down list)	C	
385.		x. "Phone # 1"	C	
386.		xi. "Ext."	C	
387.		xii. "Phone # 2"	C	
388.		xiii. "Ext."	C	
389.		xiv. "Phone # 3"	C	
390.		xv. "Ext."	C	
391.		**Section: Intake Information**	C	

Number	Category	Requirement	Transition Codes	Comments
392.		a. "Referred by" (as a button to select)	C	
393.		i. "DCFS"	C	
394.		ii. "Medical"	C	
395.		iii. "Law Enforcement"	C	
396.		iv. "Attorney"	C	
397.		v. "Other Agency"	C	
398.		b. "Referral Type" (as a button to select)	C	
399.		c. "Emergency Response"	C	
400.		d. "Family Maintenance"	C	
401.		e. "Family Reunification (FR)"	C	
402.		f. "Permanent Placement (PP)"	C	
403.		g. "N/A"	C	
404.		h. "This Referral is Court Ordered" (as Y/N buttons to select one)	C	
405.		i. "Is This a Mental Crisis" (as Y/N buttons to select one)	C	
406.		j. "Referral has Medi-Cal Information (Medi-Cal/Other)"	C	
407.		i. "Medi-Cal Status" (as a drop-down list)	C	
408.		ii. "Medi-Cal Issued" (as a date)	C	
409.		iii. "Policy #"	C	
410.		iv. "Insured Last Name"	C	
411.		v. "Insured First Name"	C	
412.		k. "Reason for Referral" (as buttons to select; multiples allowed)	C	
413.		i. "Medical Evaluation"	C	
414.		ii. "Medical Care Coordination"	C	
415.		iii. "Single Medical Problem"	C	
416.		iv. "Primary Medical Care"	C	
417.		v. "Psychiatric Evaluation"	C	
418.		vi. "Mental Health Evaluation"	C	
419.		vii. "Forensic Examination"	C	
420.		viii. "Psychological Testing"	C	
421.		ix. "Other"	C	
422.		l. "Specific Concern Noted" (as a free text field)	C	
423.		m. "History of Abuse/Neglect?" (as Yes/No/Not Known buttons to select one)	C	
424.		n. "Forensic Medical Exam Performed?" (as a button to select)	C	
425.		i. "T-11"	C	
426.		ii. "Other"	C	

Number	Category	Requirement	Transition Codes	Comments
427.		o. "For Referral to be Processed, Please Provide" (as button to select; multiples allowed)	C	
428.		i. "Minute Order"	C	
429.		ii. "Medical Record"	C	
430.		iii. "Release Information"	C	
431.		iv. "Mental Health"	C	
432.		v. "Sustained Petition"	C	
433.		vi. "PRC"	C	
434.		p. "MAT Case?" (as Y/N buttons to select one)	C	
435.		q. "MAT M H Provider" (as a button to select)	C	
436.		i. "VIP CMHC"	C	
437.		ii. "Other"	C	
438.		r. "Current Placement" (as a button to select)	C	
439.		i. "Foster Case:" (as "Relative" or "Unrelated" to select)	C	
440.		ii. "Group Home"	C	
441.		iii. "Family:" (as "Maintenance" or "Reunification" to select)	C	
442.		s. "Reason for DCFS Involvement" (as a free text field)	C	
443.		t. "Number of Prior Placements"	C	
444.		u. "Date of Detention"	C	
445.		v. "Length in Current Placement" (as Days)	C	
446.	**Additional Information, Forensic (3rd Sub-Tab) and Medical (4th Sub-Tab)**	The System shall allow the User to view patient "Referral Information", edit, duplicate and print as security profile permits.	C	
447.		The "Additional Information" shall contain the following data elements by section:	C	
448.		**Section: Patient Identifier**	C	
449.		a. "MRUN"	C	
450.		b. "Client ID #"	C	
451.		**Section: Caregivers**	C	
452.		a. "Caregiver 1"	C	
453.		i. "Name"	C	
454.		ii. "Language" (as a drop-down list with options "English", "Spanish", "Bilingual")	F	**Needs to be updated to include additional language options.**
455.		iii. "Phone"	C	
456.		iv. "Address Line 1"	C	

Number	Category	Requirement	Transition Codes	Comments
457.		v. "Address Line 2"	C	
458.		vi. "City/State"	C	
459.		vii. "Zip Code"	C	
460.		viii. "Relationship" (as a drop down list)	C	
461.		b. "Caregiver 2"	C	
462.		i. "Name"	C	
463.		ii. "Language" (as a drop-down list with options "English", "Spanish", "Bilingual")	F	**Needs to be updated to include additional language options.**
464.		iii. "Phone"	C	
465.		iv. "Address Line 1"	C	
466.		v. "Address Line 2"	C	
467.		vi. "City/State"	C	
468.		vii. "Zip Code"	C	
469.		viii. "Relationship" (as a drop down list)	C	
470.		**Section: DCFS Worker**	C	
471.		a. "Social Worker"	C	
472.		i. "Last Name"	C	
473.		ii. "First Name"	C	
474.		iii. "Office" (as a free text field)	C	
475.		iv. "Phone"	C	
476.		v. "Ext."	C	
477.		vi. "Cell Phone"	C	
478.		vii. "Pager #"	C	
479.		viii. "Fax"	C	
480.		ix. "Address Line 1"	C	
481.		x. "Address Line 2"	C	
482.		xi. "City/State"	C	
483.		xii. "Zip Code"	C	
484.		b. "Supervisor"	C	
485.		i. "Last Name"	C	
486.		ii. "First Name"	C	
487.		iii. "Office" (as a free text field)	C	
488.		iv. "Phone"	C	
489.		v. "Ext."	C	
490.		vi. "Cell Phone"	C	
491.		vii. "Pager #"	C	
492.		viii. "Address Line 1"	C	

Number	Category	Requirement	Transition Codes	Comments
493.		ix. "Address Line 2"	C	
494.		**Section: Attorney**	C	
495.		a. "Last Name"	C	
496.		b. "First Name"	C	
497.		c. "Office" (as a free text field)	C	
498.		d. "Phone"	C	
499.		e. "Ext."	C	
500.		f. "Fax"	C	
501.		g. "Address Line 1"	C	
502.		h. "Address Line 2"	C	
503.		i. "City/State"	C	
504.		j. "Zip Code"	C	
505.		**Section: Public Health Nurse**	C	
506.		a. "Last Name"	C	
507.		b. "First Name"	C	
508.		c. "Office" (as a free text field)	C	
509.		d. "Phone"	C	
510.		e. "Ext."	C	
511.		f. "Fax"	C	
512.		g. "Address Line 1"	C	
513.		h. "Address Line 2"	C	
514.		i. "City/State"	C	
515.		j. "Zip Code"	C	
516.		**Section: Outside Agency**	C	
517.		a. "Agency Name"	C	
518.		b. "Phone"	C	
519.		c. "Fax"	C	
520.		d. "Address Line 1"	C	
521.		e. "Address Line 2"	C	
522.		f. "City/State"	C	
523.		g. "Zip Code"	C	
524.		h. "Therapist Name"	C	
525.		i. "Therapist Phone"	C	
526.		j. "Therapist Address Line 1"	C	
527.		k. "Therapist Address Line 1"	C	
528.		l. "Therapist City/State"	C	
529.		m. "Therapist Zip Code"	C	

Number	Category	Requirement	Transition Codes	Comments
530.		**Section: Bio Mother**	C	
531.		a. "Name"	C	
532.		b. "Phone"	C	
533.		c. "Address Line 1"	C	
534.		d. "Address Line 2"	C	
535.		e. "City/State"	C	
536.		f. "Zip Code"	C	
537.		**Section: Bio Father**	C	
538.		a. "Name"	C	
539.		b. "Phone"	C	
540.		c. "Address Line 1"	C	
541.		d. "Address Line 2"	C	
542.		e. "City/State"	C	
543.		f. "Zip Code"	C	
544.		**Section: Primary MD**	C	
545.		a. "Doctor Prior to Detainment"	C	
546.		b. "Phone"	C	
547.		c. "Last Doctor Seen"	C	
548.		d. "Fax"	C	
549.		e. "Address Line 1"	C	
550.		f. "Address Line 2"	C	
551.		g. "City/State"	C	
552.		h. "Zip Code"	C	
553.		i. "Receiving Service Now " (as Y/N buttons to select one)	C	
554.		**Section: Sibling** (the System shall default to one sibling but allow the User to add sections for up to seven siblings)	C	
555.		a. "Number of siblings" (as a drop-down list)	C	
556.		b. "Client ID # (if applicable)"	C	
557.		c. "Name"	C	
558.		d. "DOB"	C	
559.		e. "Address Line 1"	C	
560.		f. "Address Line 2"	C	
561.		**Section: Mental Health**	C	
562.		a. "Therapist Name"	C	
563.		b. "Therapist Phone"	C	
564.		c. "Fax"	C	
565.		d. "Address Line 1"	C	

Number	Category	Requirement	Transition Codes	Comments
566.		e. "Address Line 2"	C	
567.		f. "Therapist City/State "	C	
568.		g. "Therapist Zip Code"	C	
569.		h. "Receiving Service Now" (as Y/N buttons to select one)	C	
570.		i. "Comments/Concerns" (as a free text field)	C	
571.		**Section: Form**	C	
572.		a. "Completed By"	C	
573.		b. "Date"	C	
574.		c. "Passed To"	C	
575.		d. "Screening Needed" (as Y/N buttons to select one)	C	
576.		e. "Scheduled" (as Y/N buttons to select one)	C	
577.	**Clinical Status, 5th Sub-Tab** ("Medical Assessment")	The System shall allow the User to view "Clinical Status" information, edit, duplicate, and print as security profile permits.	C	
578.		The "Clinical Status" shall contain the following data elements by Section:	C	
579.		**Section: Program Information**	C	
580.		a. "Program Name" (as a drop-down list)	C	
581.		b. "CATC Status" (as a drop-down list)	C	
582.		c. "CMHC" (as a drop-down list)	C	
583.		d. "Med Aid Code"	C	
584.		e. "Family Code"	C	
585.		f. "Family Code2"	C	
586.		g. "Primary Clinician ID" (as a drop-down list)	C	
587.		h. "Group Clinician ID" (as a drop-down list)	C	
588.		i. "Family ID"	C	
589.		j. "Case Manager Clin. ID" (as a drop-down list)	C	
590.		k. "Referral Date"	C	
591.		l. "Referred By"	C	
592.		m. "Admit Date"	C	
593.		n. "Umdap Date"	C	
594.		o. "Last SVC Plan Date"	C	
595.		p. "Last Coord Plan Date"	C	
596.		q. "MAT CATC" (as Y/N buttons to select one)	C	
597.		r. "Single Contact Date"	C	
598.		s. "Last Date Treated"	C	

Number	Category	Requirement	Transition Codes	Comments
599.		**Section: Screening**	C	
600.		a. "Screened By" (as a drop-down list)	C	
601.		b. "Screening Date"	C	
602.		c. "Screening Status" (as a free text field)	C	
603.		d. "Screening Notes" (as a free text field)	C	
604.		**Section: Intake**	C	
605.		a. "Intake By" (as a drop-down list)	C	
606.		b. "Intake Date"	C	
607.		c. "Intake Status" (as a free text field)	C	
608.		d. "Intake Date Plus 30"	C	
609.		e. "CATC Medical Doctor" (as a drop-down list)	C	
610.		**Section: Other Information**	C	
611.		a. "Ongoing Therapist" (as a drop-down list)	C	
612.		b. "Court Date "	C	
613.		c. "Court Order" (as a free text field)	C	
614.		d. "Next Court Date"	C	
615.		e. "Coordinator" (as a drop-down list)	C	
616.		f. "Psych Eval Date"	C	
617.		g. "PSY Test Court/Therapist" (as a drop-down list)	C	
618.		h. "Screen RPT Fax Date"	C	
619.		i. "Dx Decription"	C	
620.		j. "Actual RPT Fax Date"	C	
621.		k. "Dx Code"	C	
622.		l. "Dc Date"	C	
623.		**Section: Other Information**	C	
624.		a. "Discharge Date"	C	
625.		b. "DC Information (new)" (as a free text field)	C	
626.		c. "CMHC Notes (new)" (as a free text field)	C	
627.		d. "CATC Note (new)" (as a free text field)	C	
628.	**Intake Information, 4th Sub-Tab Forensic Only**	The System shall allow the User to input new "Intake Information" or edit existing "Intake Information", as security profile permits.	C	
629.		The System shall save multiple intakes for each patient when the patient is referred multiple times.	C	
630.		The "Intake Information" shall contain the following data elements by section:	C	

Number	Category	Requirement	Transition Codes	Comments
631.		**Section: Identifiers**	C	
632.		a. "MRUN: (Required field; if unknown, system shall assign a "dummy" MRUN)"	C	
633.		b. "CASE ID #"	C	
634.		c. "Client ID #"	C	
635.		d. "Referral ID #"	C	
636.		**Section: Type of Abuse** (as buttons to select)	C	
637.		a. "CSA"	C	
638.		b. "PA"	C	
639.		c. "Neglect"	C	
640.		d. "SA"	C	
641.		e. "DV"	C	
642.		f. "Elder Abuse"	C	
643.		g. "Other"	C	
644.		**Patient Information:**	C	
645.		**Section: Demographics**	C	
646.		a. "Patient Last Name (Required Field)"	C	
647.		b. "Patient First Name (Required Field)"	C	
648.		c. "Patient Middle Name"	C	
649.		d. "Gender" (as a drop-down list)	C	
650.		e. "DOB"	C	
651.		f. "Age" (as a calculated field from "DOB")	C	
652.		g. "SSN"	C	
653.		h. "Ethnicity"	C	
654.		i. "Primary Language" (as a drop-down list with options "English", "Spanish", "Bilingual")	F	**Needs to be updated to include additional language options.**
655.		**Section: Bio Mother or Step Mother**	C	
656.		a. "Last Name"	C	
657.		b. "First Name"	C	
658.		c. "DOB"	C	
659.		d. "Age" (as a calculated field from "DOB")	C	
660.		e. "SSN"	C	
661.		f. "Primary Language" (as a drop-down list with options "English", "Spanish", "Bilingual")	F	**Needs to be updated to include additional language options.**
662.		**Section: Bio Father or Step Father**	C	
663.		a. "Last Name"	C	
664.		b. "First Name"	C	

Number	Category	Requirement	Transition Codes	Comments
665.		c. "DOB"	C	
666.		d. "Age" (as a calculated field from "DOB")	C	
667.		e. "SSN"	C	
668.		f. "Language"(as a drop-down list with options "English", "Spanish", "Bilingual")	F	**Needs to be updated to include additional language options.**
669.		g. "Father in the home"	C	
670.		**Section: Home Address**	C	
671.		a. "Phone"	C	
672.		b. "Address Line 1"	C	
673.		c. "Address Line 2"	C	
674.		d. "City"	C	
675.		e. "State"	C	
676.		f. "Zip Code"	C	
677.		**Section: Siblings** (the System shall default to one sibling but allow the User to add sections for up to seven siblings)	C	
678.		a. "Number of siblings" (as a drop-down list)	C	
679.		b. "Client ID # (if applicable)"	C	
680.		c. "Name"	C	
681.		d. "DOB"	C	
682.		e. "Address Line 1"	C	
683.		f. "Address Line 2"	C	
684.		**Section: Insurance** Check All Insurance that Apply	C	
685.		a. "Medi-Cal"	C	
686.		b. "Other"	C	
687.		c. "Medi-Cal Status"	C	
688.		d. "Medi-Cal Issued"	C	
689.		e. "Policy #"	C	
690.		f. "Insured Last Name"	C	
691.		g. "Insured First Name"	C	
692.		**Section: Placement Information**	C	
693.		a. "Phone"	C	
694.		b. "Address Line 1"	C	
695.		c. "Address Line 2"	C	
696.		d. "City"	C	
697.		e. "State"	C	
698.		f. "Zip Code"	C	
699.		**Section: Prior Medical Treatment** (as a check box)	C	

Number	Category	Requirement	Transition Codes	Comments
700.		a. "Date"	C	
701.		b. "MD Last Name"	C	
702.		c. "MD First Name"	C	
703.		d. "Hospital"	C	
704.		e. "Findings" (as a free text field)	C	
705.		**Section: Already in Counseling** (as a check box)	C	
706.		a. "Agency Name"	C	
707.		b. "Therapist Last Name"	C	
708.		c. "Therapist First Name"	C	
709.		d. "Phone"	C	
710.		e. "Address Line 1"	C	
711.		f. "Address Line 2"	C	
712.		g. "City"	C	
713.		h. "State"	C	
714.		i. "Zip Code"	C	
715.		**Section: DCFS**	C	
716.		a. "DCFS Worker Last Name"	C	
717.		b. "DCFS Worker First Name"	C	
718.		c. "Office" (as a free text field)	C	
719.		d. "Phone"	C	
720.		e. "Ext."	C	
721.		f. "Fax"	C	
722.		g. "Ext."	C	
723.		h. "Address Line 1"	C	
724.		i. "Address Line 2"	C	
725.		j. "City"	C	
726.		k. "State" (as a drop-down list)	C	
727.		l. "Zip Code"	C	
728.		**Section: Law Enforcement**	C	
729.		a. "Last Name"	C	
730.		b. "First Name"	C	
731.		c. "Division" (as a free text field)	C	
732.		d. "ID #"	C	
733.		e. "DR #"	C	
734.		f. "Phone"	C	
735.		g. "Ext."	C	
736.		h. "Fax"	C	

Number	Category	Requirement	Transition Codes	Comments
737.		i. "Ext."	C	
738.		j. "Referred by" (as a free text field)	C	
739.		k. "Agency Name" (as a free text field)	C	
740.		l. "Phone"	C	
741.		m. "Ext."	C	
742.		**Section: History of Abuse**	C	
743.		a. "Date of Disclosure"	C	
744.		b. "Date of Report"	C	
745.		c. "Last Incident"	C	
746.		d. "Onset Date"	C	
747.		e. "Duration of Abuse"	C	
748.		i. From (as a date)	C	
749.		ii. To (as a date)	C	
750.		f. "Alleged Perpetrator Last Name "	C	
751.		g. "Alleged Perpetrator First Name"	C	
752.		h. "Age"	C	
753.		i. "Relationship" (as a drop-down list)	C	
754.		j. "Disclosed to Whom Last Name"	C	
755.		k. "Disclosed to Whom First Name"	C	
756.		l. "Why" (as a free text field")	C	
757.		m. "Name(s) of Companion(s)" (as a check box and free text fields)	C	
758.		**Section: Nature of Abuse** (as check boxes; multiples allowed)	C	
759.		a. "Fondling"	C	
760.		b. "Digital-Vaginal Penetration/Contact"	C	
761.		c. "Penile Vaginal Penetration/Contact"	C	
762.		d. "Penile Anal Penetration/Contact"	C	
763.		e. "Digital-Anal Penetration/Contact"	C	
764.		f. "Oral Copulation"	C	
765.		i. "Of Perpetrator"	C	
766.		ii. "Of Child"	C	
767.		g. "Threatened"	C	
768.		i. "How" (as a free text field)	C	
769.		h. "Other" (as a free text field)	C	
770.		i. "Summary of Abuse" (as a free text field)	C	
771.	**Medical Treatments Tab**	The System shall store and retrieve all treatment information associated with a patient by patient name and date(s) that treatment was performed.	C	

Number	Category	Requirement	Transition Codes	Comments
772.		The System shall display "Medical Treatments" as content of the following tabs:	C	
773.		a. "Appointment History"	C	
774.		b. "General"	C	
775.		c. "Diagnosed/Observed"	C	
776.		d. "Medications"	C	
777.		e. "Hospitalizations"	C	
778.		f. "Tests"	C	
779.		g. "Referrals"	C	
780.		h. "Immunization"	C	
781.		i. "Well child"	C	
782.		j. "Birth History"	C	
783.		k. "Examination"	C	
784.		"Submit" and "Print" buttons shall display at the bottom of each tab except the "Examination" tab.	C	
785.		a. When the "Submit" button is clicked, the current data shall be saved in the database and the User shall be taken to the next screen.	C	
786.		b. When the "Print" button is clicked, the System generates a MS Word document capturing the report.	C	
787.		Each tab, excluding "Birth History", shall have a table on the top part in each tab listing the pertinent patient history. (For format of the table, please refer to forms).	F	**Table on top not present for the Tests and Referrals tabs.**
788.		At the end of each table, there shall be an "Edit" and a "Duplicate" icon.	C	
789.		a. When the "Edit" button is clicked, the User shall see a popup screen including the information previously entered for that line of record. The User shall view/edit the information and save it into the table again.	C	
790.		b. When the "Duplicate" button is clicked, a duplicated record shall append to the table.	C	
791.		The records in the table shall be listed by date ascending.	C	
792.		Each time when treatment information is edited or changed, the System shall record the time and display the User who last edited it.	C	
793.	**Appointment History List, 1st Sub-Tab**	The System shall return an appointment list, with columns that the User shall be able to sort in an ascending or descending order by selecting the column header description, with the following data fields:	C	
794.		a. "Appointment Date"	C	

Number	Category	Requirement	Transition Codes	Comments
795.		b. "Referral ID"	C	
796.		c. "Visit Type "	C	
797.		d. "Doctor/Therapist Name"	C	
798.		e. "Case Manager"	C	
799.		f. "Status" (status of previous appointments as recorded in the "Daily Log")	C	
800.		g. "Person Initiated"	C	
801.		h. "Reason for Canceling"	C	
802.		The System shall allow the User to view general information by selecting the view icon which shall be linked to the "General" tab.	C	
803.	**General, 2nd Sub-Tab**	The System shall allow the User to view "General" information, duplicate, edit and print as security profile permits.	C	
804.		Past entries shall be listed by date, which links to the corresponding form from that date.	C	
805.		The System shall return a general information list, with columns that shall allow the User to sort in an ascending or descending order by selecting the column header description with the following data fields:	C	
806.		a. "Date"	C	
807.		b. "Doctor"	C	
808.		The "General" information shall contain the following data elements by section:	C	
809.		**Section: General Information**	C	
810.		a. "Age: Year(s), Month(s), Week(s), Day(s)" (manually entered)	C	
811.		b. "Height: ft, in " (shall be entered or calculated from cm)	F	**1. Feet still display. Only inches with two decimal points should display.** **2. The 561(a) should only be as inches with two decimal points**
812.		c. "Height %" (height percentile shall be calculated by the System once an age and height are input)	C	
813.		d. "Height (SI): cm" (shall be entered or calculated from ft, in)	C	
814.		e. "Weight: lbs, oz" (shall be entered or calculated from kg, g)	C	Note: Screen displays correctly, however on the 561(a) the pounds display with a decimal point and pounds should not have a decimal point.

Number	Category	Requirement	Transition Codes	Comments
815.		f. "Weight %" (weight percentile shall be calculated by the System once an age and weight are input)	C	
816.		g. "Weight (SI): kg, g" (shall be entered or calculated from lbs, oz)	C	
817.		h. "BMI" (shall be calculated by the System once an age, weight and height are input)	C	
818.		i. "BMI %" ("BMI" percentile shall be calculated by the System once an age, weight and height are input)	C	
819.		j. "Head Circumference: cm"	C	
820.		k. "Head Circumference %" (shall be calculated by the System once "Head Circumference" is input)	C	
821.		l. "Temperature: F" (shall be entered or calculated from C)	C	
822.		m. "Pulse: bpm"	C	
823.		n. "Temperature: C" (shall be entered or calculated from F)	C	
824.		o. "Blood Pressure: mm Hg/mm Hg"	C	
825.		p. "Respirations: bpm"	C	
826.		q. "Pain Score" (as a button to select)	C	
827.		r. "Vision" (as a "Normal" or "Abnormal" button to select; the System default shall be not selected)	C	
828.		s. "Hearing" (as a "Normal" or "Abnormal" button to select; the System default shall be not selected)	C	
829.		**Section: Screening Labs**	C	
830.		a. "Hemoglobin" (as a free text field)	C	
831.		b. "Urine Dip" (as a button to select)	C	
832.		**Section: Denver Developmental Screen for Children age less than 6** (as buttons to select; default shall be "Not Selected")	C	
833.		a. "Personal Social"	C	
834.		b. "Fine Motor"	C	
835.		c. "Language"	C	
836.		d. "Gross Motor"	C	
837.		**Section: Other** (as free text fields)	C	
838.		a. "Drug Allergies"	C	
839.		b. "Food Allergies"	C	
840.		c. "Current Medications"	C	
841.	**Diagnosed/ Observed, 3rd Sub-Tab**	The System shall return a diagnosed condition list, with columns that shall allow the User to sort in an ascending or descending order by selecting the column header description.	C	
842.		The System shall allow User to view "Diagnosed/Observed", duplicate, edit, and print as security profile permits.	C	

Number	Category	Requirement	Transition Codes	Comments
843.		The "Diagnosed/Observed" shall contain the following data elements:	C	
844.		a. "Alert "	C	
845.		b. "Health Problem"	C	
846.		c. "Diagnosed By"	C	
847.		d. "Onset Date/First Visit "	C	
848.		e. "End Date"	C	
849.		**Section: Alert**	C	
850.		a. "Alert" (as a check box)	C	
851.		b. "Alert" (as a free text field)	C	
852.		c. "Onset Date/First Visit" (as a date)	C	
853.		d. "End Date" (as a date)	C	
854.		e. "Next Scheduled Visit Date"	C	
855.		**Section: Condition**	C	
856.		a. "Category" (as a drop-down list)	C	
857.		b. "Health Problem" (as a drop-down list)	C	
858.		c. "Communicable Disease" (as a button to select)	C	
859.		**Section: Diagnosed By**	C	
860.		a. "Name"	C	
861.		b. "Phone"	C	
862.		c. "Health Problem Description" (as a free text field)	C	
863.		d. "Treatment Plan/Instructions" (as a free text field)	C	
864.		e. "Medication Needed" (as a check box)	C	
865.		f. "Test Needed" (as a check box)	C	
866.		g. "Referral Needed" (as a check box)	C	
867.	**Medications, 4th Sub-Tab**	The System shall return a "Prescribed Medications" list, when "Medications" sub-tab is selected, with columns that shall allow the User to sort in an ascending or descending order by selecting the column header description.	C	
868.		The System shall allow the User to view "Prescribed Medications", duplicate, edit, and print as security profile permits.	C	
869.		The "Medications" shall contain the following data elements columns and sections:	C	
870.		a. "Alert"	C	
871.		b. "Prescribed Medication"		
872.		c. "Onset Date/First Visit"	C	
873.		d. "End Date"	C	
874.		**Section: Medications**	C	
875.		a. "Alert " (as a check box)	C	

Number	Category	Requirement	Transition Codes	Comments
876.		b. "Alert" (as a free text field)		
877.		c. "Client Condition" (as a free text field)	C	
878.		d. "Prescribed Medication" (as a free text field)	C	
879.		e. "Start Date"	C	
880.		f. "Projected End Date"	C	
881.		g. "End Date"	C	
882.		**Section: Psychotropic Indicator**	C	
883.		a. "Onset Date/First Visit"	C	
884.		b. "End Date"	C	
885.		c. "Prescribed By" (shall auto populate with medical provider name for that visit)	C	
886.		d. "Comments/Instructions" (as a free text field)	C	
887.	**Hospitalizations, 5th Sub-Tab**	The System shall return a "Hospitalizations" list, with columns that shall allow the User to sort in an ascending or descending order by selecting the following column headers:	C	
888.		a. "Admit Date"	C	
889.		b. "Discharge Date"	C	
890.		c. "Client Condition"	C	
891.		d. "Hospital"	C	
892.		The System shall allow the User to view "Hospitalizations", edit, and print as security profile permits.	C	
893.		"Hospitalizations" shall contain the following data elements:	C	
894.		a. "Client Condition" (as a free text field)	C	
895.		b. "Admit Date"	C	
896.		c. "Discharge Date"	C	
897.		d. "Onset Date/First Visit"	C	
898.		e. "End Date"	C	
899.		f. "Attending Physician Name" (as a free text field)	C	
900.		g. "Hospital Location" (as a free text field)	C	
901.		h. "Hospitalization Comments" (as a free text field)	C	
902.	**Tests, 6th Sub-Tab**	The System shall return a "Tests" list, with columns that shall allow the User to sort in an ascending or descending order by selecting the column header description with the following data fields:	C	
903.		a. "Test Date"	C	
904.		b. "Test Type"	C	
905.		The System shall allow the User to view "Tests", edit, and print as security profile permits.	C	

Number	Category	Requirement	Transition Codes	Comments
906.		The "Tests" shall contain the following data elements:	C	
907.		a. "Client Condition" (shall auto populate with the "Health Problem Description" from the diagnosed condition associated with this test)	C	
908.		b. "Onset Date/First Visit"	C	
909.		c. "End Date"	C	
910.		d. "Test Type" (as a free text field)	C	
911.		e. "Date Ordered"	C	
912.		f. "Reminder to Confirm Scheduling" (as a date with a drop down calendar to select)	C	
913.		g. "Scheduled" (as a date with a drop down calendar to select)	C	
914.		h. "Reminder to Obtain Results" (as a date with a drop down calendar to select)	C	
915.		i. "Also Remind" (as a drop down list of medical providers, nursing providers, and "any clerk")	C	
916.		j. "Test Location" (as a free text field)	C	
917.		k. "Test Results" (as a free text field)	C	
918.	**Referrals, 7th Sub-Tab**	The System shall return a "Referrals" list, with columns that shall allow the User to sort in an ascending or descending order by selecting the column header description with the following data fields:	C	
919.		a. "Referred To"	C	
920.		b. "Client Condition"	C	
921.		c. "Referred By"	C	
922.		The System shall allow the User to view "Referrals", edit, and print as security profile permits.	C	
923.		"Referrals" shall contain the following data elements:	C	
924.		a. "Client Condition" (shall auto populate with the "Health Problem Description" from the diagnosed condition associated with this referral)	C	
925.		b. "Onset Date/First Visit"	C	
926.		c. "End Date"	C	
927.		d. "Referred To" (as a free text field)	C	
928.		e. "Referred By" (shall auto populate with name of medical provider who saw the patient at that visit)	C	
929.		f. "Date Referral Requested"	C	
930.		g. "Reminder to Confirm Scheduling" (as a date with a drop down calendar to select)	C	
931.		h. "Scheduled" (as a date with a drop down calendar to select)	C	

Number	Category	Requirement	Transition Codes	Comments
932.		i. "Reminder to Obtain Results" (as a date with a drop down calendar to select)	C	
933.		j. "Also Remind" (as a drop down list of medical providers, nursing providers, and "any clerk")	C	
934.		k. "Also Remind Self"	C	
935.		l. "Reasons" (as a free text field)	C	
936.	**Immunization, 8th Sub-Tab**	The System shall return an "Immunization" list, with columns that shall allow the User to sort in an ascending or descending order by selecting the column header description with the following data fields:	C	
937.		a. "Immunization Type"	C	
938.		b. "Date Given"	C	
939.		c. "Next Due Date"	C	
940.		The System shall allow the User to view "Immunization", edit, and print as security profile permits.	C	
941.		The "Immunizations" shall contain the following data elements:	C	
942.		a. "Immunization Type" (as a check box)	C	
943.		b. "Other" (as a free text field)	C	
944.		c. "Source of Information/Clinic/Physician" (as a drop-down list)	C	
945.		d. "Date Given"	C	
946.		e. "Next Due Date"	C	
947.		f. "Comments/Results" (as a free text field)	C	
948.	**Well Child, 9th Sub-Tab**	The System shall return a "Well Child" list, with columns that shall allow the User to sort in an ascending or descending order by selecting the column header description with the following data fields:	C	
949.		a. "Date"	C	
950.		b. "Service Provider"	C	
951.		c. "Service Provider Type"	C	
952.		d. "Well Child Exam Type"	C	
953.		The System shall allow the User to view "Well Child", duplicate, edit, and print as security profile permits.	C	
954.		The "Well Child" shall contain the following data elements:	C	
955.		a. "Date" (as a date with a drop down calendar to select)	C	
956.		b. "Service Provider" (Auto populates with the words "CATC Medical")	F	**Needs to be updated to auto populate with name of User's Medical Hub.**
957.		c. "Service Provider Type" (as a free text field)	C	
958.		d. "Well Child Exam Type" (as a free text field)	C	

Number	Category	Requirement	Transition Codes	Comments
959.		e. "Age (Yr, Mon, W, D)" (shall auto populate from the "General" subsection)	C	
960.		f. "Height (ft, in)" (shall auto populate from the "General" subsection)	C	
961.		g. "Height %" (shall auto populate from the "General" subsection)	C	
962.		h. "Weight (lbs, oz)" (shall auto populate from the "General" subsection)	C	
963.		i. "Weight %" (shall auto populate from the "General" subsection)	C	
964.		j. "BMI" (shall auto populate from the "General" subsection)	C	
965.		k. "Head Circumference" (shall auto populate from the "General" subsection)	C	
966.		l. "Medical/Dental Referrals" (as a free text field)	C	
967.	**Birth History, 10th Sub-Tab**	The System shall allow the User to view "Birth History", edit, and print as security profile permits.	C	
968.		The "Birth History" shall contain the following data elements:	C	
969.		a. "Birthplace/Hospital Name" (as a free text field)	C	
970.		b. "Birth City" (as a free text field)	C	
971.		c. "Birth County" (as a drop-down list)	C	
972.		d. "Birth State" (as a drop-down list)	C	
973.		e. "Birth Country" (as a drop-down list)	C	
974.		f. "Weight" (as a free text field)	C	
975.		g. "Length" (as a free text field)	C	
976.		h. "Head Circumference" (as a free text field)	C	
977.		i. "Gestation Age" (as a free text field)	C	
978.		j. "APGAR" (as a free text field)	C	
979.		k. "Toxicology Screening" (as a button to select)	C	
980.		l. "Pos Tax Results" (as a free text field)	C	
981.		m. "Newborn Screening Results" (as a free text field)	C	
982.		n. "Prenatal/Perinatal Comments" (as a free text field)	C	
983.		o. "Maternal Significant Health Problems" (as a free text field)	C	
984.		p. "Paternal Significant Health Problems" (as a free text field)	C	
985.	**Examination, 11th Sub-Tab**	The System shall return an "Examination" list, with columns that shall allow the User to sort in an ascending or descending order by selecting the column header description with the following data fields:	C	
986.		a. "Date"	C	
987.		b. "Doctor"	C	
988.		The System shall allow the User to view the "Examination" list, edit, and print an "Examination" form as security profile permits.	C	

Number	Category	Requirement	Transition Codes	Comments
989.		The "Examination" shall contain the following data elements by section:	C	
990.		**Section: Recommended Medical Examination** (as buttons to select)	C	
991.		a. "Infants (0-2 years) or 'High Risk' within 3 days"	C	
992.		b. "Within 30 days"	C	
993.		c. "Annual/age-appropriate"	C	
994.		**Section: Medical Examination Form-Physical Examination**	C	
995.		a. "Doctor is a CHDP provider?" (as Y/N buttons to select one)	C	
996.		b. Was child tested for lead poisoning (as Y/N buttons to select one)	C	
997.		c. "Date of Physical Examination" (shall automatically populate)	C	
998.		d. "Name of Doctor" (shall automatically fill populate)	C	
999.		e. "Initial CHDP/CHDP- equivalent examination" (as a check box)	C	
1000.		f. "Annual/age-appropriate CHDP/CHDP-equivalent examination" (as a check box)	C	
1001.		g. "Other/Follow-up visit" (as a check box)	C	
1002.		h. "Doctor's own exam form of PM 160 attached. If not attached, complete below" (as a check box)	C	
1003.		i. "Entered into Health and Education Passport" (as a check box)	C	
1004.		j. The System shall populate the screen with physical exam results and multiple diagnosed conditions from information in the database	C	
1005.		k. "If follow-up care indicated, specify" (as a free text field)	C	
1006.		l. "Immunization given" (shall auto populate from "Immunization" section)	C	
1007.		m. "Signature of health care provider"	C	
1008.		n. "Address"	C	
1009.		o. "Phone"	C	
1010.		When the "Print Clinical History" button is clicked, the User shall be able to print information entered in the "General" tab, as well as in other tabs, onto a "Patient Clinical History" form.	C	
1011.	**Outgoing Interface**	The System shall provide an outgoing interface to the VIP database system in the following manner:	E	
1012.		a. Be transmitted via FTP	E	
1013.		b. Be generated automatically, without User intervention, on a daily basis during non-peak hours.	E	
1014.		c. Be generated manually when required, with mHUB provided User tools.	E	

Number	Category	Requirement	Transition Codes	Comments
1015.		d. Include patient demographic information for "Mental Health Assessment" patients, found in the "Patient Information" main tab, "'Referral Information", "Additional Information", and "Clinical Status" sub-tabs	E	
1016.		e. Include patient files, triggered by either:	E	
1017.		i. The creation of an mHUB Mental Health appointment or	E	
1018.		ii. mHUB demographic updates to a patient record already transmitted to the VIP database system	E	
1019.	**Miscellaneous**	In the "Assessment Schedule" tab, Forensic staff, as security profile rights permit, shall have the ability to refer patients to "Medical Assessment" for scheduling when the "Refer To Assessment" link next to the corresponding patient is selected.	C	
1020.		A "Referral to Assessment" screen shall display with the patient's intake information and the following data fields:	C	
1021.		a. "Reason for referral:" (as a free text field)	C	
1022.		b. "Submit referral to Assessment" button	C	
1023.		c. "Cancel" button	C	
1024.		Forensic staff User shall be required to provide a referral reason before submitting referral.	C	
1025.		Once submitted, patient referral is placed in the medical assessment staffs' alert module.	C	
1026.		When "Cancel" button is selected, User is returned back to the homepage without patient being referred.	C	
1027.		For the Forensic "Daily Log" screen, the following data fields shall be displayed:	C	
1028.		a. "MRUN#"	C	
1029.		b. "CLIENT ID #"	C	
1030.		c. "Name"	C	
1031.		d. "Age"	C	
1032.		e. "Date of Birth"	C	
1033.		f. "BIB "	C	
1034.		g. "Appt/WI"	C	
1035.		i. "Appointment" shall be for a scheduled appointment	C	
1036.		ii. "Walk In" shall be for a walk in appointment	C	
1037.		iii. This field is pre-populated in the daily log, if the "Walk-In" button is clicked and a new line of information added to the table, the field shall display "Walk In", otherwise, it's "Appointment' by default	C	

Number	Category	Requirement	Transition Codes	Comments
1038.		h. "Seen For" (as a drop-down list; the default shall be the original schedule information)	C	
1039.		i. "Seen By" (as a drop-down list; the default shall be the original schedule information)	C	
1040.		j. "Interviewed By" (as a drop-down list; the default shall be the original schedule information)	C	
1041.		k. "Referred By" (as a drop-down list)	C	
1042.		l. "Referred To" (as a drop-down list)	C	
1043.		m. "Developmentally Disabled" (as Y/N buttons to select one)	C	
1044.		n. "Medi-Cal" (as Y/N buttons to select one)	C	
1045.		o. "Acute/Old" (as a drop-down list)	C	
1046.		p. "Time In" (on mouse-click) (shall display as hour:min in military time)	C	
1047.		q. "Time Out" (on mouse-click) (shall display as hour:min in military time)	C	
1048.		r. "Status" (as a drop-down list)	C	
1049.		s. "Initiated By" (as a free text field; for canceled appointments, indicating person responsible)	C	
1050.		A button called "Walk-In" shall display in the top right corner of the screen, allowing the User to click and add a set of the above records (empty) and save it to the System for the purpose of adding a walk-in patient to the schedule	C	
1051.		When a User is deleted from the System, records associated with that User shall not be deleted from the database.	E	
1052.	**Report Module**	The System shall have reporting functionality giving the User the ability to retrieve statistical information.	R	
1053.	Pre-set Reports	The report module shall have a set of pre-set reports available.	R	
1054.		Names of the pre-set reports for "Mental" shall be as follows:	R	
1055.		a. List of scheduled screenings (which shall allow for the following data field options for User to select for the report: "mHUB ID", "Client Name", "Client DOB", "Screening Appointment Date/Time", "Clinician Name", "Show/No Show", "Referral Source", "Final Status", "Combined Appt?")	R	
1056.		b. List of scheduled intakes (which shall allow for the following data field options for User to select for the report: "mHUB ID", "Client Name", "Client DOB", "Screening Appointment Date/Time", "Clinician Name", "Show/No Show", "Referral Source", "Final Status")	R	

Number	Category	Requirement	Transition Codes	Comments
1057.		c. Client Attendance (which shall allow for the following types):	R	
1058.		i. No Show/Show per clinician for given time period	R	
1059.		ii. No Show/Show per client for given time period	R	
1060.		iii. No Show/Show for the clinic during a specific time period	R	
1061.		iv. Time Client arrived (check-in) vs. appointment time	R	
1062.		d. List of 60 day, 6 months, 12 months from intake date (which shall allow for the following types):	R	
1063.		i. Per clinician	R	
1064.		ii. Per client	R	
1065.		e. Discharged clients (which shall allow for the following types):	R	
1066.		i. Per clinician	R	
1067.		ii. For Agency for given time period	R	
1068.		f. Clinician Caseload (which shall allow for the following data field options for User to select for the report: "Clinician Name", "Staff ID", "mHUB ID", "Client Name", "Client DOB", "Appointment Type", "Appointment Date", "Appointment Status")	R	
1069.		g. Referral status report (which shall allow for the following types):	R	
1070.		i. MH Only	R	
1071.		ii. Medical Only	R	
1072.		iii. Combined	R	
1073.		iv. Under 3 years	R	
1074.		h. Waitlist: Separate easy to read list for	R	
1075.		Names of the pre-set reports for "Medical" shall be as follows:	R	
1076.		a. Percentage of visits that are "no-show" by Appointment Type	R	
1077.		b. The number of (showed) visits by type and by DCFS office that referred the patient	R	
1078.		c. Under 4 years	R	
1079.		The report module shall allow a User to create a User-defined report.	R	
1080.		Each pre-set and User-defined report shall have a header indicating the current report name, time frame and display the data field names for each column.	R	
1081.		For each pre-set and User-defined report, the User shall have the ability to select from a specified "Time Frame" as "From" (date icon)"To" (date icon)	R	
1082.		Each pre-set and User-defined report shall display "Generate Report" and "Back" buttons.	R	
1083.		When the "Back" button is clicked, the User shall be taken back to the "Reports Main" screen..	R	

Number	Category	Requirement	Transition Codes	Comments
1084.		When the "Generate Report" button is clicked, the User shall see a new window popup with an option to either "open" or "save" the report to an EXCEL format.	R	
1085.		For the "User-defined" report, the System shall also display a "Reset" button.	R	
1086.		When the "Reset" button is clicked, all previous selections are cleared and the User may start selection process again.	R	
1087.		The "List of scheduled screenings" report shall contain the following ordered data fields:	R	
1088.		a. "mHUB ID"	R	
1089.		b. "Client Name"	R	
1090.		c. "Client DOB"	R	
1091.		d. "Screening Appointment Date/Time"	R	
1092.		e. "Clinician Name"	R	
1093.		f. "Show/No Show status"	R	
1094.		g. "Referral Source"	R	
1095.		h. "Final status"	R	
1096.		i. Combined Appt?"	R	
1097.		The "List of scheduled intakes" report shall contain the following ordered data fields:	R	
1098.		a. "mHUB ID"	R	
1099.		b. "Client Name"	R	
1100.		c. "Client DOB"	R	
1101.		d. "Intake Appointment Date/Time"	R	
1102.		e. "Clinician Name"	R	
1103.		f. "Show/No Show status"	R	
1104.		g. "Referral Source"	R	
1105.		h. "Final status"	R	
1106.		The "Client Attendance No Show/Show per clinician for a given time period" report shall contain the following ordered data fields:	R	
1107.		a. "Clinician Name"	R	
1108.		b. "Staff ID"	R	
1109.		c. "mHUB ID"	R	
1110.		d. "Client Name"	R	
1111.		e. "Client DOB"	R	
1112.		f. "Clinic Name"	R	
1113.		g. "Appointment Date/Time"	R	

Number	Category	Requirement	Transition Codes	Comments
1114.		h. "Appointment Type"	R	
1115.		i. "Appointment Status"	R	
1116.		The "Client Attendance No Show/Show per client for a given time period" report shall contain the following ordered data fields:	R	
1117.		a. "mHUB ID"	R	
1118.		b. "Client Name"	R	
1119.		c. "Client DOB"	R	
1120.		d. "Clinician Name"	R	
1121.		e. "Clinic Name"	R	
1122.		f. "Appointment Date/Time"	R	
1123.		g. "Appointment Type"	R	
1124.		h. "Appointment Status"	R	
1125.		i. "Reason for Canceling"	R	
1126.		The "Client Attendance No Show/Show for the clinic during a specific time period" report shall contain the following ordered data fields:	R	
1127.		a. "Clinic Name"	R	
1128.		b. "mHUB ID"	R	
1129.		c. "Client Name"	R	
1130.		d. "Client DOB"	R	
1131.		e. "Clinician Name"	R	
1132.		f. "Appointment Date/Time"	R	
1133.		g. "Appointment Type"	R	
1134.		h. "Appointment Status"	R	
1135.		The "Client Attendance Time Client arrived (check-in) vs. appointment time" report shall contain the following ordered data fields:	R	
1136.		a. "mHUB ID"	R	
1137.		b. "Client Name"	R	
1138.		c. "Client DOB"	R	
1139.		d. "Clinician Name"	R	
1140.		e. "Clinic Name"	R	
1141.		f. "Appointment Date/Time"	R	
1142.		g. "Appointment Type"	R	
1143.		h. "Check In Date/Time"	R	
1144.		i. "Appointment Status"	R	
1145.		The "List of 60 day, 6 months, 12 months from intake date Per Clinician" report shall contain the following ordered data fields:	R	
1146.		a. "Clinician Name"	R	

Number	Category	Requirement	Transition Codes	Comments
1147.		b. "Staff ID"	R	
1148.		c. "mHUB ID"	R	
1149.		d. "Client Name"	R	
1150.		e. "Client DOB"	R	
1151.		f. "Intake Date"	R	
1152.		g. "60 Day"	R	
1153.		h. "6 Months"	R	
1154.		i. "12 Months"	R	
1155.		The "List of 60 day, 6 months, 12 months from intake date Per Client" report shall contain the following ordered data fields:	R	
1156.		a. "mHUB ID"	R	
1157.		b. "Client Name"	R	
1158.		c. "Client DOB"	R	
1159.		d. "Clinician Name"	R	
1160.		e. "Intake Date"	R	
1161.		f. "60 Day"	R	
1162.		g. "6 Months"	R	
1163.		h. "12 Months"	R	
1164.		The "List of discharged clients Per Clinician" report shall contain the following ordered data fields:	R	
1165.		a. "Staff ID"	R	
1166.		b. "Clinician Name"	R	
1167.		c. "mHUB ID"	R	
1168.		d. "Client Name"	R	
1169.		e. "Client DOB"	R	
1170.		f. "Discharge Date"	R	
1171.		g. "Discharged At"	R	
1172.		The "List of discharged clients For Agency for given time period" report shall contain the following ordered data fields:	R	
1173.		a. "Agency"	R	
1174.		b. "Clinician Name"	R	
1175.		c. "mHUB ID"	R	
1176.		d. "Client Name"	R	
1177.		e. "Client DOB"	R	
1178.		f. "Discharge Date"	R	
1179.		The "Clinician Caseload" report shall contain the following ordered data fields:	R	

Number	Category	Requirement	Transition Codes	Comments
1180.		a. "Clinician Name"	R	
1181.		b. "Staff ID"	R	
1182.		c. "mHUB ID"	R	
1183.		d. "Client Name"	R	
1184.		e. "Client DOB"	R	
1185.		f. "Appointment Type"	R	
1186.		g. "Appointment Date"	R	
1187.		h. "Appointment Status"	R	
1188.		The "Referral status report MH Only" report shall contain the following ordered data fields:	R	
1189.		a. "Client Name"	R	
1190.		b. "DOB"	R	
1191.		c. "Referral Date"	R	
1192.		d. "Mental Health Only"	R	
1193.		The "Referral status report Medical Only" report shall contain the following ordered data fields:	R	
1194.		a. "Client Name"	R	
1195.		b. "DOB"	R	
1196.		c. "Referral Date"	R	
1197.		d. "Medical Only"	R	
1198.		The "Referral status report Combined" report shall contain the following ordered data fields:	R	
1199.		a. "Client Name"	R	
1200.		b. "DOB"	R	
1201.		c. "Referral Date"	R	
1202.		d. "Combined"	R	
1203.		The "Referral status report Under 3 years" report shall contain the following ordered data fields:	R	
1204.		a. "Client Name"	R	
1205.		b. "DOB"	R	
1206.		c. "Referral Date"	R	
1207.		d. "Under 3 Years"	R	
1208.		The "Medical Percentage of Visits that are 'no-show' by Appointment Type" report shall contain the following ordered data fields:	R	
1209.		a. "Appointment Type"	R	
1210.		b. "# of Appointment No Show"	R	
1211.		c. "Total(Scheduled)Visits with in that time frame"	R	

Number	Category	Requirement	Transition Codes	Comments
1212.		d. "Percentage of No Show"	R	
1213.		e. "% of those clients currently also are mental health client"	R	
1214.		The "The number of (showed) visits by type and by DCFS office that referred the patient" report shall contain the following ordered data fields:	R	
1215.		a. "Appointment Type"	R	
1216.		b. "# of Appointment No Show"	R	
1217.		c. "DCFS Office"	R	
1218.		d. "Total Visits within that time frame"	R	
1219.		e. "# of Appointment of that type referred by that DCFS Office"	R	
1220.		f. "% of those clients currently also are mental health client"	R	
1221.		The "Medical Under 4 yr old" report shall contain the following ordered data fields:	R	
1222.		a. "mHUB ID"	R	
1223.		b. "Client Name"	R	
1224.		c. "DOB"	R	
1225.		d. "Appointment Date"	R	
1226.		e. "Referral Office"	R	
1227.	**User-defined Reports**	The types of "User-defined" reports shall be as follows:	R	
1228.		a. "Client Demographics"	R	
1229.		b. "Referral Information"	R	
1230.		c. "Appointment Information"	R	
1231.		d. "Daily Log"	R	
1232.		e. "Medical Treatments"	R	
1233.		f. "Other"	R	
1234.		Each User-defined report shall contain a "Filtrate Informations" display area.	R	
1235.		The "Client Demographics" report shall contain the following data fields for User to select:	R	
1236.		a. "Select All"	R	
1237.		b. "Name"	R	
1238.		c. "SSN"	R	
1239.		d. "MRUN"	R	
1240.		e. "Ethnicity"	R	
1241.		f. "Primary Language"	R	
1242.		g. "City"	R	
1243.		h. "Zip Code"	R	

Number	Category	Requirement	Transition Codes	Comments
1244.		i. "Age"	R	
1245.		j. "DOB"	R	
1246.		The "Referral Information" report shall contain the following data fields for User to select:	R	
1247.		a. "Select All"	R	
1248.		b. "Referral By"	R	
1249.		c. "Court Ordered"	R	
1250.		d. "Referral Type"	R	
1251.		e. "Reason For Referral"	R	
1252.		f. CSW Office"	R	
1253.		g. "CSW Zip Code"	R	
1254.		h. "Referral Date"	R	
1255.		The "Appointment Information" report shall contain the following data fields for User to select:	R	
1256.		a. "Select All"	R	
1257.		b. "Reason"	R	
1258.		c. "Medical" section containing the following:	R	
1259.		i. "Initial Provider"	R	
1260.		ii. "Other Medical Provider"	R	
1261.		iii. "Initial Appointment Date"	R	
1262.		iv. "Other Medical Appointment Date"	R	
1263.		d. "Mental Health" section containing the following:	R	
1264.		i. "Screening Therapist"	R	
1265.		ii. "Intake Therapist"	R	
1266.		iii. "Ongoing Therapist"	R	
1267.		iv. "Other Mental Health Appointment Therapist"	R	
1268.		v. "Screening Date"	R	
1269.		vi. "Intake Appointment Date"	R	
1270.		vii. "Ongoing Appointment Date"	R	
1271.		viii. "Other Mental Health Appointment Date"	R	
1272.		e. "Forensic" section containing the following:	R	
1273.		i. "Forensic Initial Provider"	R	
1274.		ii. "Follow-up"	R	
1275.		iii. "Forensic Other Appointment"	R	
1276.		iv. "Forensic Initial Appointment Date"	R	
1277.		v. "Follow-up Appointment Date"	R	
1278.		vi. "Forensic Other Appointment Date"	R	

Number	Category	Requirement	Transition Codes	Comments
1279.		The "Daily Log" report shall contain the following data fields for the User to select:	R	
1280.		a. "Select All"	R	
1281.		b. "Appointment Type"	R	
1282.		c. "Type of Client"	R	
1283.		d. "Case Manager's Name"	R	
1284.		e. "Brought In By"; when checked, the User shall have the ability to select from the following:	R	
1285.		i. "Not Specified"	R	
1286.		ii. "All" (shall be the default)	R	
1287.		iii. "Bio Parent"	R	
1288.		iv. "Foster Parent"	R	
1289.		v. "Guardian"	R	
1290.		vi. "Group Home"	R	
1291.		vii. "Transporter"	R	
1292.		viii. "Social Worker"	R	
1293.		ix. "Relative"	R	
1294.		x. "Law Enforcement"	R	
1295.		xi. "Self"	R	
1296.		xii. "Other"	R	
1297.		f. "Referral Source"	R	
1298.		i. "DCFS Office"	R	
1299.		ii. "Other Referral Source"	R	
1300.		g. "Appointment Status" when checked, the User shall have the ability to select from the following:	R	
1301.		i. "Medical Appointment Status"	R	
1302.		(a) "Not Specified"	R	
1303.		(b) "All" (shall be defaulted to checked when "Appointment Status" is selected)	R	
1304.		(c) "Showed Up"	R	
1305.		(d) "No Show"	R	
1306.		(e) "Canceled"	R	
1307.		(f) "Rescheduled"	R	
1308.		(g) "Rejected"	R	
1309.		(h) "Referred Out"	R	
1310.		(i) "Incomplete"	R	
1311.		ii. "Mental Appointment Status"	R	

Number	Category	Requirement	Transition Codes	Comments
1312.		(a) "Not Specified"	R	
1313.		(b) "All" (shall be defaulted to checked when "Appointment Status" is selected)	R	
1314.		(c) "Showed Up"	R	
1315.		(d) "No Show"	R	
1316.		(e) "Canceled"	R	
1317.		(f) "Rescheduled"	R	
1318.		(g) "Rejected"	R	
1319.		(h) "Referred Out"	R	
1320.		(i) "Incomplete"	R	
1321.		The "Medical Treatments" report shall contain the following data fields for User to select.	R/F	**Report does not run; data fields for User to select need to be determined.**
1322.		The "Other" report shall contain the following sections:	R	
1323.		a. "Insurance"	R	
1324.		i. "Select All"	R	
1325.		ii. "Medi-cal Number"	R	
1326.		iii. "Medi-cal Eligibility"	R	
1327.		iv. "Other Insurance"	R	
1328.		b. "Caregiver Information"	R	
1329.		i. "Select All"	R	
1330.		ii. "Caregiver Name"	R	
1331.		iii. "Caregiver Phone#"	R	
1332.		iv. "Current Placement"	R	
1333.	**System Administration**		E	
1334.		The System shall require a User ID and Password to access the system administration module.	E	
1335.		The System shall prompt the User to change his/her Password after a defined period of time.	E	
1336.		The System shall notify a User in advance that his/her Password will expire.	E	
1337.		The System shall utilize "LivePortal" for admin functions to allow real-time system and User accounts management.	E	

Number	Category	Requirement	Transition Codes	Comments
1338.	Local System Administrator View	The System shall default the Local System Administrator page view to include the following tabs: a. "Home" b. "Time Shift" c. "Set up Email Server" d. "Assessment Schedule" e. "Forensic Schedule" f. "Assessment Daily Log" g. "Forensic Daily Log" h. "Manage IP"	E	
1339.	Home Tab	The System shall default to the Local System Administrator's home page upon login. The home screen shall include the following controls: a. "Alert Change Password Days" b. "Change Password Days" c. "Edit Appointment Release Days" d. "Add a User"	E	
1340.		The System shall display a User list with columns that shall allow the User to sort in an ascending or descending order by selecting the column header description with the following data fields: a. "No" b. "Login Name" c. "User Name" d. "Title" e. "Department" f. "Gender" g. "Ethnicity" h. "DOB" i. "Type of User"	E	
1341.	User Setup	The System shall allow Local System Administrator to select, lock/unlock, edit, and delete any User permissions.	E	

Number	Category	Requirement	Transition Codes	Comments
1342.		Local System Administrator shall have the ability to create an initial User setup based on Department affiliation and include the following fields: a. "Last Name" b. "Name Prefix" c. "First Name" d. "Staff ID" e. "Gender" (as a drop-down list) f. "Ethnicity" (as a drop-down list) g. "Department" (as a drop-down list) h. "Employment Date" i. "DOB" j. "Title & Lic#" (as a free text field) k. "User Role" (as a drop-down list-Department Dependent) l. "Address 1" m. "Address 2" n. "Fax" o. "Pager Number" p. "City" q. "Primary Phone #" r. "State" (as a drop-down list) s. "Secondary Phone #" t. "Email" u. "Zip Code"	E	
1343.		The System shall assign a User's #.	E	
1344.		The System shall generate a login name, which the User shall have the ability to edit.	E	
1345.		The Local System Administrator shall have the ability to edit a User's profile, including a System generated login name.	E	
1346.		The Local System Administrator shall have the ability to reset a User's Password.	E	
1347.		The System shall send an email to the User every time his/her Password is reset, assuming that there is an "email" value in the record.	E	

Number	Category	Requirement	Transition Codes	Comments
1348.		The Local System Administrator shall have the ability to assign roles according to the following department affiliation: a. "Forensic Department": i. "FORENSIC Doctor" ii. "FORENSIC Clerk" iii. "FORENSIC NP" iv. "Forensic Social Worker" b. "Medical Assessment Department": i. "Medical Assessment Doctor" ii. "Medical Assessment Clerk " iii. "Nurse Practitioner" iv. "Registered Nurse" v. "Other Practitioner " c. "Mental Assessment Department": i. "Mental Assessment Health Therapist" ii. "Mental Assessment Health Case Manager" iii. "Mental Assessment Health Clerk" iv. "Mental Assessment CCC" v. "Assigning Therapist" vi. "Supervisor" vii. "Psychiatrist" viii. "Billing Staff"	E	
1349.		Based on the department and User role, the System shall assign modules for each User.	E	
1350.		The Local System Administrator shall assign one of the following permissions to each screen for each role: a. View only b. Full access (read/write)	E	
1351.	Time Shift Tab	The System shall enter public holidays or other days off for the entire "Scheduler" including each role.	E	
1352.		The Local System Administrator shall have the ability to set a work shift for each User in each role when necessary.	E	
1353.		The System shall display the history work shift and track changes by date.	E	
1354.	Set Up Email Server Tab	The Local System Administrator shall have the ability to set up email server.	E	

Number	Category	Requirement	Transition Codes	Comments
1355.		The Local System Administrator shall have the ability to edit and save the set up for the email server by populating the following data fields: a. "SMTP Email Server" b. "SMTP Email User" c. "Email Address" d. "SMTP Email Server Port" e. "SMTP Email Password" f. "Verify Password" g. "Your Name"	E	
1356.	Assessment Schedule Tab	The Local System Administrator shall have the ability to view the "Assessment Schedule" daily, weekly, or monthly by each specialty assessment or all specialties.	E	
1357.	Forensic Schedule Tab	The Local System Administrator shall have the ability to view the "Forensic Schedule" daily, weekly, or monthly.	E	
1358.	Assessment Daily Log Tab	The Local System Administrator shall have the ability to view the "Assessment Daily Log" of the Community Based Assessment and Treatment Center (CATC) "Clinic Log" by selecting one of the following from a drop-down list: a. "Initial Appts. Only" b. "Medical Appts. Only" c. "Mental Health Appts. Only" d. "All" (shall be the default) e. "Patient Name"	E	
1359.	Forensic Daily Log Tab	The Local System Administrator shall have the ability to view the "Forensic Daily Log" of the Violence Intervention Program (VIP) "Clinic Log" by selecting one of the following: a. "Day" b. "Night" c. "All " (shall be the default)	E	
1360.	Manage IP Tab	The Local System Administrator shall have the ability to add, edit, and delete an IP in the following: a. "Valid IP Segment List" b. "Locked IP and User List"	E	

E-mHUB System Requirements

All functionality set forth in this Attachment A.2 – Additional System Requirements (Baseline Application Modifications) shall be provided by CONTRACTOR as indicated in the "Priority Code" column below.

Priority Code:
G = Required at E-mHUB Go-Live P = May be implemented at COUNTY's election, in accordance with Paragraph 5.3 (Additional Work) of the Agreement, using Pool Dollars, as applicable, at the price indicated in the "Additional Work Quoted" column

Number	Category	Requirement	Priority Code	Comments	Additional Work Quoted
1	**Multi-Hub Design**	The System shall be a web-based software application that provides for tracking and sharing of health information for children served by DHS and DCFS between the DHS Medical Hubs and has the ability to send records/information to, and receive from, DCFS.	**G**		
2		The mHUB System's .NET framework shall be upgraded to Version 3.5.	**G**		
3		The existing mHub System's medical assessment and forensic functionality shall be combined. The combined module shall:	**G**		
4		a. Maintain all existing functionality presently in the medical assessment and forensic modules as listed in Attachment A.1 - Existing mHUB System Requirements (Baseline Application) with the "Transition Code" of "C"	**G**		
5		b. Generate a 561(a) form	**G**		
6		c. Integrate activity logs	**G**		
7		d. Integrate daily logs	**G**		
8		e. Integrate audit logs	**G**		
9		f. Have one integrated scheduler for all appointment types (medical assessment, forensic, mental health, and specialty) with a drop-down menu to display one or a combination of appointment types as selected	**G**		
10		g. Have an integrated scheduler distinguished within the Medical Hub's individual clinic location (row 11 below)	**G**		
11		The System shall include a location ID table identifying the different enterprise designations [e.g., Martin Luther King (MLK) Primary Medical Hub, DCFS, enterprise system administration].	**G**		
12		The System shall include a sub-location ID table designating the different Satellite Medical Hubs (e.g., LAC+USC Medical Hub's ESGV Satellite) or clinics (e.g., Harbor UCLA Medical Hub's K.I.D.S. Clinic and Child Crisis Center) within a Primary Medical Hub ID.	**G**		
13		The System shall assign all Users to a location ID.	**G**		

Number	Category	Requirement	Priority Code	Comments	Additional Work Quoted
14		When a Local System Administrator adds a new User, the System shall default the new User's location ID to that of the logged in Local System Administrator.	G		
15		The System shall assign a unique identifier number to each patient in E-mHUB.	G		
16		The System shall identify patients across Medical Hubs by the location ID.	G		
17		The System shall have the capability to capture each Medical Hub's medical record number (MRUN) for each patient, which is issued by the DHS facility's Healthcare Information System (HIS).	G		
18		The System shall have the capability to maintain multiple MRUNs issued from each Medical Hub in case a patient has more than one MRUN assigned (allow duplicate MRUNs).	G		
19		In a DHS facility's HIS, each patient's MRUN has multiple account numbers assigned, designating the patient's unique encounter information. For each patient, the System shall have the capability to capture from each Medical Hub the following information:	G		
20		a. Primary Medical Hub ID	G		
21		b. Satellite Medical Hub ID (for scheduling only)	G		
22		c. MRUN (from the HIS)	G		
23		d. Account numbers (from the HIS, linked to the MRUN)	G		
24		The System shall default viewable patient information to that User's Medical Hub ID.	G		
25		The System User can edit information (e.g., patient information, User's calendar) only at his/her Medical Hub ID.	G		
26		For patients seen at more than one Medical Hub, the System shall differentiate the patient and his/her treatment information, based on the combination of the following:	G		
27		a. Medical Hub's ID	G		
28		b. MRUN	G		
29		c. Date of service	G		
30		The System shall have the capability to generate and attach a PDF equivalent of DCFS' electronic referral to a patient's record.	G		
31		The System shall have the capability to attach an electronic document, in a PDF format, to a patient's record.	G	COUNTY to install software on PC workstations for reading a PDF document, such as Acrobat Reader.	
32		a. PDF documents generated from the System shall have character recognition capability	G		
33		b. PDF documents generated from scanning hard-copy documents may not have character recognition capability	G		
34		The System shall have the capability to attach an electronic document, in MS Word format, to a patient's record.	G	COUNTY to install MS Word on PC workstations, version 2003 at a minimum.	

Number	Category	Requirement	Priority Code	Comments	Additional Work Quoted
35		The System shall have the capability to attach an electronic document, in MS Excel format, to a patient's record.	G	COUNTY to install MS Excel on PC workstations, version 2003 at a minimum.	
36		A User, with security rights as designated in Attachment A.2.2 (Role-Based Access and Responsibilities Matrix for DHS Medical Hubs and DCFS), shall have the ability to open an electronic document attached to a patient's record, regardless of electronic format, and print such document.	G		
37		The System shall display the electronic files attached to a patient's record in a standardized naming convention methodology, including but not limited to the following:	G		
38		a. Document type (561a, CalEMA, other)	G		
39		b. Originating location (Medical Hub)	G		
40		c. Date of service, if document is System generated; or document name, if document is scanned.	G		
41		Users from one Medical Hub, with security rights as designated in Attachment A.2.2 (Role-Based Access and Responsibilities Matrix for DHS Medical Hubs and DCFS), shall have the ability to view only the following patient information at other Medical Hubs:	G		
42		a. Appointment history, including but not limited to "Appointment Date," "Referral ID," "Visit Type," provider name, "Status," and "Reason Cancelation."	G		
43		b. Upcoming appointments, including but not limited to "Appointment Date," "Referral ID," "Visit Type," provider name and "Status."	G		
44		(Intentionally omitted)			
45		The System shall allow Users from one Medical Hub, with security rights as designated in Attachment A.2.2 (Role-Based Access and Responsibilities Matrix for DHS Medical Hubs and DCFS), to view the appointment calendar at another Medical Hub at the facility level only, not the provider level.	G		
46		The System shall allow a User at one Medical Hub to access patient medical information, including all attached electronic documents to a patient record, from other Medical Hub(s) only if the initiating Medical Hub has an appointment scheduled for that patient and only if the User has security rights as designated in Attachment A.2.2 (Role-Based Access and Responsibilities Matrix for DHS Medical Hubs and DCFS).	G		
47		CONTRACTOR shall migrate LAC+USC's Live Data in the mHUB System to the E-mHUB System at the following times:	G		
48		a. Prior to Go-Live (for testing purposes), as specified in Exhibit A (Statement of Work), Subtask 11.1 (Migrate Sample Data and Validate).	G		

Number	Category	Requirement	Priority Code	Comments	Additional Work Quoted
49		b. Just before E-mHUB Go-Live at LAC+USC (to ensure that the data is the most current), as specified in Exhibit A (Statement of Work, Task 15 (Migrate and Verify LAC+USC's mHUB Data to E-mHUB System).	G		
50	**Security / Access**	For each role listed in Attachment A.2.2 (Role-Based Access and Responsibilities Matrix for DHS Medical Hubs and DCFS), the System shall include all functionality necessary for each such role to perform System-related responsibilities, as set forth in Attachment A.2.2 (Role-Based Access and Responsibilities Matrix for DHS Medical Hubs and DCFS).	G		
51		User Role-Based Access shall allow User to only access information needed for his/her responsibilities at work, as set forth in Attachment A.2.2 (Role-Based Access and Responsibilities Matrix for DHS Medical Hubs and DCFS)	G		
52		The System shall provide security-access functionality in the E-mHUB "System Administration" module, as follows:			
53		a. The System shall identify each User by the following:	G		
54		i. Location ID (enterprise, Medical Hub, DCFS)	G		
55		ii. Unique User ID	G		
56		b. The System shall allow multiple Users at each location to be designated as Enterprise System Administrator, as set forth in Attachment A.2.2 (Role-Based Access and Responsibilities Matrix for DHS Medical Hubs and DCFS)	G		
57		c. The System shall allow multiple Users to be designated as Local System Administrator, as set forth in Attachment A.2.2 (Role-Based Access and Responsibilities Matrix for DHS Medical Hubs and DCFS)	G		
58		d. The System shall allow multiple Users to be designated as DCFS/DPH System Administrator, as set forth in Attachment A.2.2 (Role-Based Access and Responsibilities Matrix for DHS Medical Hubs and DCFS)	G		
59		e. The System shall allow multiple Users to be designated as Department Representative, as set forth in Attachment A.2.2 (Role-Based Access and Responsibilities Matrix for DHS Medical Hubs and DCFS)	G		
60		The System shall provide a dynamic Web User Interface (WUI) that allows the Enterprise System Administrator to edit existing or create new System security Role-Based Access User profiles. Functionality includes accessing:	G		
61		a. User screens as view only	G		
62		b. User screens with read/write capability	G		
63		c. System functionality outside the User screens	G		

Number	Category	Requirement	Priority Code	Comments	Additional Work Quoted
64		d. Information from specified Primary Medical Hubs/Satellite Medical Hubs	G		
65		The System shall allow a Role-Based Access User profile to be copied and edited as a new Role-Based Access User profile.	G		
66		For each new role created, the System shall prompt the Enterprise System Adminstrator to select the "Department" assigned ("Medical Assessment/Forensic," "Mental Assessment," "Local System Administrator").	G		
67		For each new role created, the System shall add the role to the appropriate department affiliation's drop down list in the "User Profile" screen.	G		
68		The System shall not allow the last four (4) Passwords to be reused when changing a Password.	G		
69	**Web User Interface (WUI)**	The System shall be modified so that the existing "Appointment History" tab under "Medical Treatment" be renamed to "Appointments".	G		
70		The System shall be modified so that the renamed "Appointments" screen includes, but is not limited to, all of the existing fields in the "Appointment History" tab, as related to the following:	G		
71		a. Future appointments scheduled, by Medical Hub	G		
72		b. Historical appointment information, by Medical Hub			
73		The User shall have the ability to enter on the combined "Medical Assessment/Forensic" screen all additional required data elements needed on a 561(a) form, including but not limited to the following:	G		
74		a. "CIMH/Mental Health Screening Occurred?" (Y/N)	G		
75		b. "Urgent Mental Health Need Identified?" (Y/N)	G		
76		c. "Positive Mental Health Screen" (Y/N)	G		
77		d. "Mental health comments or areas of concern" (free text field)			
78		e. "Blood Pressure" (two numeric fields - Systolic, Diastolic)	G		
79		f. "MAT Case" (Y/N)	G		
80		g. "MAT Provider" (free text editable field with initial values coming from DCFS referral)	G		
81		h. "Developmental screen completed" (Y/N)	G		
82		i. "Developmental screen type" (as drop-down values, not free text)	G		
83		j. "Developmental screen concerns" (Y/N)	G		
84		k. "Developmental screen comments" (free text field)	G		
85		The System shall have an editable drop-down field for the patient's detained status, with the initial value coming from the DCFS referral, that includes the following:	G		
86		a. "Detained"	G		
87		b. "Non-Detained"	G		
88		c. "Newly Detained"	G		

Number	Category	Requirement	Priority Code	Comments	Additional Work Quoted
89		In instances when a new patient not in the System presents for service without a DCFS referral, the System shall generate and populate the "Client ID" field with a system-generated ID number.	G	Quote does not include any reconciliation, only for a system-generated Client ID	
90		A User with security rights as designated in Attachment A.2.2 (Role-Based Access and Responsibilities Matrix for DHS Medical Hubs and DCFS), shall have the ability to review and approve the 561(a) forms in the following manner:	G		
91		a. View or print the 561(a) form multiple times in draft format	G		
92		b. Enter or modify information in screens for inclusion on the 561(a) form	G		
93		c. Approve submitting the form to DCFS once satisfied that the last printed 561(a) form is final by selecting an "Approved" execute button.	G		
94		d. Be required to enter his/her login Password as confirmation to complete the approval and submission processes	G		
95		e. Receive a System alert message confirming that the final 561(a) was submitted to DCFS. (NOTE: Confirmation is that the 561(a) form was sent to DCFS, but will not confirm fulfillment of delivery)	G		
96		After the User with security rights as designated in Attachment A.2.2 (Role-Based Access and Responsibilities Matrix for DHS Medical Hubs and DCFS), approves the final 561(a) form, the System shall perform the following:	G		
97		a. Generate a 561(a) form in PDF with character recognition capability;	G		
98		b. Insert on the PDF 561(a) form an "Approved by" section containing generic language which includes, at a minimum, the medical provider's name and title of who approved the form's contents;	G		
99		c. Name the file with two naming conventions as follows:			
100		i. DHS, as a URL link in the WUI for accessing the PDF document attached to a patient's record;	G		
101		ii. DCFS, in a standardized name structure to be determined by DCFS;	G		
102		d. Attach the named PDF file to the patient's record; and	G		
103		e. Send the file to the DCFS FTP server and apply a server time stamp.	G		
104		Users with the appropriate security rights as designated in Attachment A.2.2 (Role-Based Access and Responsibilities Matrix for DHS Medical Hubs and DCFS) shall have the ability to delete a patient record as set forth in Attachment A.2.1(E-mHUB High Level Security & Audit Trail Guidelines).	G		
105		For the patient record deletion process, the System shall require the User to enter his/her login Password as confirmation before deleting the record from database.	G		
106		The System shall have WUI tools to merge two patients' records into one.	G		

Number	Category	Requirement	Priority Code	Comments	Additional Work Quoted
107		The WUI tools shall allow the Enterprise and Local System Administrator to select the surviving E-mHUB unique identifier and confirm merging of the individual encounter information.	G		
108		When merging patient records, the Enterprise and Local System Administrator shall have the ability to do the following:	G		
109		a. View patient header information for the two patients side-by-side	G		
110		b. Select for each row the surviving header patient information	G		
111		c. Edit values of the surviving header patient information	G		
112		d. Click a "Merge Records" execute button, which shall prompt the System to process the merge and populate the surviving record with the selected data values, including any edited values. Non-surviving values shall be captured in the System as set forth in Attachment A.2.1 (E-mHUB High Level Security & Audit Trail Guidelines).	G		
113		e. The System shall display a "Merge Completed" message and display the surviving patient header information.	G		
114	**Medical Provider's User Profile**	The System shall be modified so that Users with security rights as designated in Attachment A.2.2 (Role-Based Access and Responsibilities Matrix for DHS Medical Hubs and DCFS) can access and use medical assessment, forensic and specialty System functions. Modifications shall include the following:	G		
115		a. In "User Profile" screen, "Department" drop-down selections shall be:	G		
116		i. "Medical Assessment/Forensic"	G		
117		ii. "Mental Assessment"	G		
118		iii. "Local System Administrator"	G		
119		b. When "Medical Assessment/Forensic" is selected, the Role-Based Access User role selections shall be:	G		
120		i. "Clinic Administrator"	G		
121		ii. "Physician"	G		
122		iii. "Clerk"	G		
123		iv. "Nurse Practitioner"	G		
124		v. "RN/LVN/CNA"	G		
125		vi. "Clinical Psychologist"	G		
126		vii. "Other Licensed Healthcare Provider"	G		
127		viii. "Forensic Social Worker"	G		
128		ix. "Medical Social Worker"	G		
129		c. When a medical provider role is selected, the "Set Work Shift" screen shall be modified to:	G		
130		i. Include ability to add multiple from and to time values for each regular work day (functionality similar to adding multiple siblings)	G		
131		ii. For each from/to time duration, allow the medical provider to designate his/her functioning role during that duration	G		

Number	Category	Requirement	Priority Code	Comments	Additional Work Quoted
132		iii. Add the following new functioning role fields on the time duration selection:	G		
133		(a) "Medical Assessment only"	G		
134		(b) "Forensic only"	G		
135		(c) "Both (Medical Assessment & Forensic)"	G		
136		(d) "Specialty"	G		
137		d. In "User Profile" screen, "Department" drop-down selection "Mental Assessment" in the existing mHUB System, the functionality and security profiles shall remain the same	G		
138	**Appointment Scheduling**	The System shall allow each Primary Medical Hub and Satellite Medical Hub to specify its Medical Hub's appointment visit types, as established by the Local System Administrator.	G		
139		The System shall allow each Primary Medical Hub and Satellite Medical Hub to specify its clinic's time durations for each appointment visit type, as established by the Local System Administrator.	G		
140		The System shall have the capability to schedule a patient by Satellite Medical Hub.	G		
141		At each Medical Hub, the System shall provide the capability to schedule any two different appointment visit types for the same patient. The following are sample appointment visit types:	G		
142		a. "Medical Assessment"	G		
143		b. "Forensic"	G		
144		c. "Mental Health" (LAC+USC only)	G		
145		d. "Specialty"	G		
146		When scheduling a patient, the System shall display available time slots for requested appointment visit type(s) and all available medical provider(s) for those time slots/visit types.	G		
147		When Users are scheduling a patient in the appointment scheduler, the System shall display, by apopintment visit type, which medical providers are avaialble on the calendar for each date/time slot shown.	G		
148		The System shall be modified to allow a User scheduling an appointment to search for and schedule any available medical provider (e.g., not only "Any Doctor," or "Any Nurse Practitioner," but both groups combined.)	G		
149		The System shall provide a daily appointment calendar view screen by Primary Medical Hub and Satellite Medical Hub that consists of the following:			
150		a. Displays by a User selected date	G		
151		b. Shows all appointments booked for the day by location ID and sublocation ID and allows a User at a Primary Medical Hub to view appointment calendar for associated sublocation IDs.	G		
152		c. Shows booked appointments by time slots with the patient name and the Medical Hub staff name assigned	G		

Number	Category	Requirement	Priority Code	Comments	Additional Work Quoted
153		d. Shows all open time slots	G		
154		e. Allows a User to schedule appointments in the open time slots	G		
155	**Incoming DCFS Referrals**	The System shall contain functionality to process incoming DCFS referrals.	G		
156		Functionality shall include, but is not limited to the following:	G		
157		a. Picking up the referral records from a centralized DCFS FTP server, minimally every hour	G		
158		b. Searching the database to either match to an existing patient record or creating a new record	G		
159		c. Assigning the referral to a designated Medical Hub	G		
160		d. Converting the electronic DCFS referral to a PDF equivalent	G		
161		e. Naming the PDF file with the naming convention for DHS, as a URL link in the WUI for accessing the PDF document attached to a patient's record;	G		
162		f. Attaching the named PDF file to a patient record	G		
163		g. Placing the referral in the appropriate Medical Hubs' work queue.	G		
164		h. Separating each Medical Hub's work queue by forensic and medical assessment referral categories	G		
165		i. Highlighting referrals in the medical assessment work queue that need an initial medical exam to be completed within 72 hours of placement	G		
166		j. Populating the incoming referral information into the E-mHUB screens when the referral is selected from the work queue by any User in the designated Medical Hub	G		
167		k. Allowing Users to edit any of DCFS' incoming referral information that was pre-populated in the E-mHUB screens and save patient record.	G		
168		The saved patient record shall contain a combination of DCFS' incoming referral information plus any overwritten data edited by the User.	G		
169		The referral shall remain in the Medical Hub work queue until any of the following occurs:	G		
170		a. An appointment is made in the scheduler	G		
171		b. An appointment is specifically deleted by an authorized staff member	G		
172		c. The appointment status is updated.	G		
173		The following additional status reasons shall be added to the existing drop-down list:			
174		i. "Wrong Medical Hub"	G		
175		ii. "Returned referral to DCFS"	G		
176		iii. "Unable to contact caregiver"	G		
177		The System shall provide an alert in the work queue of each location ID's "Clerk," Local System Administrator and "Clinic Administrator" roles of all "dummy" system-generated MRUNs that need to be reconciled.	G		

Number	Category	Requirement	Priority Code	Comments	Additional Work Quoted
178		The System shall provide an alert in the work queue of each location ID's "Clerk," Local System Administrator and "Clinic Administrator" roles of all “dummy” system-generated "Client IDs" that need to be reconciled.	G		
179	**Help**	On all E-mHUB System screens, the header section shall include a reference link which shall open the E-mHUB User manual (in PDF format).	**G**		
180		The electronic E-mHUB User manual shall cover all the E-mHUB System’s modules including generating reports.	**G**		
181	**Database**	The System shall consist of a single partition database.	**G**		
182		The System shall link the same patient seen at different Medical Hub locations in the database, using the Client ID.	**G**		
183		The System shall auto-save data in a suspense data file every 3 minutes if data was entered in WUI screens, but not yet saved as final.	**G**		
184		The auto-save process shall include the following:	**G**		
185		a. The suspense data record can only be viewed by the User that entered the data but did not save it	**G**		
186		message advising the User he/she has a suspense data file that requires attention	**G**		
187		c. An alert message shall provide the following two options for the User to:	**G**		
188		i. Navigate to the patient record to complete the data entry and save the record	**G**		
189		ii. Place incomplete patient record in the User’s "Alert Module"	**G**		
190		The System shall store all electronic documents attached to a patient’s record on the primary database server.	**G**		
191		The System shall generate a unique "Client ID" for all newly created patient records for which a DCFS referral was not received (i.e., patient walk-in).	**G**		
192		The System’s generated unique "Client ID" numbering convention shall be dissimilar to the "Client ID" numbers generated by CWS/CMS and received from DCFS’ electronic referrals.	**G**		
193		The System shall store the DHS EDR’s unique identifier.	**G**		
194		The System shall contain a field in the database for future storage of a patient's unique "Enterprise Master Person Identifier" (EMPI) (to be implemented in the future).	**G**		
195	**Reference Tables**	The System shall maintain a data table to manage and populate Medical Hub specific information including, but not limited to the following:	**G**		
196		a. "Medical Hub ID number" (location ID)	**G**		
197		b. "Medical Hub Name"	**G**		
198		c. "Medical Hub’s Clinic ID" (location ID)	**G**		
199		d. "Medical Hub’s Clinic Name"	**G**		
200		e. "Medical Hub Clinic’s Address"	**G**		
201		f. "Medical Hub Clinic’s Phone Number"	**G**		

Number	Category	Requirement	Priority Code	Comments	Additional Work Quoted
202		g. "Medical Hub Clinic's Fax Number"	G		
203		h. "Medical Hub Clinic's HIS Clinic ID Code"	G		
204		The System shall maintain a data table to manage and populate DCFS "Field Office" specific information including, but not limited to the following:	G		
205		a. "Field Office Location ID Number"	G		
206		b. "Field Office Location Name"	G		
207		c. "Field Office Address"	G		
208	**Capture in Database/View & Edit in WUI**	The System shall capture the following data elements in the database and allow User, with proper security rights, to view, edit and save data in the WUI screens.	G		
209		The System shall capture in the combined medical assessment/forensic module the following mental health related screening fields:	G		
210		a. "CIMH/Mental Health Screening Occurred?" (Y/N)	G		
211		b. "Urgent Mental Health Need Identified?" (Y/N)	G		
212		c. "Positive Mental Health Screen?" (Y/N)	G		
213		d. A free text field for mental health comments or areas of concern.	G		
214		The "Denver Developmental Screen for Children" (age less than 6) section functionality in the "Medical Treatments General" tab shall be replaced with an enterprise standardized "Developmental Screen" section.	G		
215		The System shall capture the following in the new "Developmental Screen" section:	G		
216		a. "Developmental screen completed?" (Y/N)	G		
217		b. "Type of developmental screen" (a drop-down list, not free text, where the list is standardized across all Medical Hubs and allows for multiple selections)	G		
218		c. "Developmental screen concerns?" (Y/N)	G		
219		d. "Comments or areas of concern" (as a free text field)	G		
220		The System shall capture the following data related to a patient's detention status and obtained from the DCFS electronic referral, as provided in Attachment A.2.3 (Referral/Medical Examination/Statistical Documents):	G		
221		a. "Detained"	G		
222		b. "Non-Detained"	G		
223		c. "Newly Detained"	G		
224	**System Interfaces, Incoming DCFS Referrals**	The System shall provide an interface with a secure web mechanism to receive encrypted and secured Extensible Markup Language (XML) messages from DCFS via FTP containing DCFS Client Referral.	G		
225		The System shall provide the following capabilities:	G		
226		a. Schedule pick up of the XML messages from a centralized DCFS location at a minimum of once per hour	G		

Number	Category	Requirement	Priority Code	Comments	Additional Work Quoted
227		b. Back up all XML messages received in work queues	G		
228		c. Send the XML messages to the System's Biztalk server at a minimum of once per hour	G		
229		d. Decrypt the XML messages	G		
230		e. Map the decrypted XML messages with the E-mHUB database schema	G		
231		f. Develop the XML Language (XLANG) process and rules when transforming and importing the XML messages	G		
232		g. Send a failure notice to DCFS on any failed incoming XML message	G		
233		h. Roll back the transaction and re-process any XML message when the import process failed	G		
234		Incoming XML messages shall be filtered, selected, and validated.	G		
235		The System shall determine if the incoming referral is for a patient already in E-mHUB, based on the Client ID assigned to the child:	G		
236		a. If the referral is for a patient already in E-mHUB, the System shall append its existing patient record with the new referral information in the following manner:	G		
237		i. Assign the referral to the Medical Hub identified in the incoming referral message	G		
238		ii. If E-mHUB has data where the patient was previously seen at the referred Medical Hub, assign that Medical Hub's MRUN and account number to the referral information	G		
239		iii. Place the incoming referral into the appropriate Medical Hub's work queue	G		
240		b. If the referral is for a patient with no record in E-mHUB, the System shall create a new patient in the following manner:	G		
241		i. Assign an E-mHUB unique identifier	G		
242		ii. Assign the referral to the Medical Hub identified in the incoming referral message	G		
243		(a) Assign a "dummy" MRUN which will alert the Medical Hub that this is a new E-mHUB patient	G		
244		(b) Place the incoming referral into the appropriate Medical Hub's work queue	G		
245	**Outgoing FTP Interface to DCFS**	The System shall have an FTP interface from E-mHUB to one centralized DCFS location.	G		
246		The FTP interface shall have a standardized file name, based on file type and DCFS ID numbers, which shall be determined during the business analysis as set forth in Subtask 5.6 (Analyze and Provide System Interface Plan).	G		
247		The System shall encrypt all outbound file contents.	G		

Number	Category	Requirement	Priority Code	Comments	Additional Work Quoted
248		The System shall have the capability to automatically trigger electronic messages to DCFS for the following E-mHUB activity:	G		
249		a. "Canceled appointments"	G		
250		b. "No-show appointments"	G		
251		c. "Unable to contact caregiver to schedule appointment"	G		
252		The System shall allow Medical Hub staff to select from the "Appointment Status" list "Unable to contact caregiver", "Canceled", or "No-show"; the E-mHUB System processes User's selection as follows:	G		
253		a. Generates an "Unable to contact caregiver", "Canceled", or "No show" notification file in a standardized name structure to be determined by DCFS	G		
254		b. Sends the notification file to the centralized DCFS FTP server and applies a server time stamp when sent	G		
255		The System shall have the capability to transmit PDF documents attached to the E-mHUB patient's record via FTP. Documents shall include but not be limited to the following:			
256		a. 561(a) form, with character recognition capability	G		
257		b. Scanned CalEMA forms	G		
258		i. CalEMA 2-900	G		
259		ii. CalEMA 2-923	G		
260		iii.CalEMA 2-925	G		
261		iv. CalEMA 2-930	G		
262	**Reports**	The System shall generate all electronic reports in PDF and Excel formats for User's viewing, printing, and e-mailing needs.	G		
263		The existing mHUB System's reports shall be upgraded to run on Microsoft's SQL Reporting Services.	G		
264		The System report generator shall provide the following functionality:	G		
265		a. Medical Hub staff to run for only their location:	G		
266		i. Statistical reports	G		
267		ii. All other applicable reports	G		
268		b. Enterprise System Administrator to run for both all Medical Hubs and any specific Medical Hub:	G		
269		i. Monthly dynamic statistical reports; and	G		
270		ii. All other applicable reports.	G		
271		For any new report designed for E-mHUB, the System shall allow a User to select from the following timeframes:			
272		a. "Today"			
273		b. "Current week"			
274		c. "Current month"			
275		d. "User specified" ["From" (date icon) "To" (date icon)]	G		
276		The User shall have the ability to select the date and time the report shall be run, so that complex reports are run on non-peak hours.	G		

Number	Category	Requirement	Priority Code	Comments	Additional Work Quoted
277	**Internal Reports**	The System shall allow for the generation of internal reports, which are patient-specific reports that shall be used by the Medical Hub to conduct its day-to-day business.	**G**		
278		The System shall store all patient-specific electronic documents to the patient record for User access.	**G**		
279		The System shall allow all Medical Hubs to run all the existing mHUB System reports.	**G**		
280		The System shall be modified so that Users assigned to a specific Medical Hub can view/print internal reports only from his/her Medical Hub.	**G**		
281		The existing "Clinical History" report (Medical Hub's progress note) shall be modified to an enterprise standard, in a design format to be determined during the analysis as set forth in Subtask 5.3 (Analyze Internal Reporting Format Requirements) of Exhibit A (Statement of Work).	**G**		
282		The report shall include the following data in addition to the data determined during the analysis as set forth in Subtask 5.3 (Analyze Internal Reporting Format Requirements) of Exhibit A (Statement of Work):	**G**		
283		a. "Medical Provider's name"	**G**		
284		b. "Medical Provider's ID number"	**G**		
285		The existing report for printed appointments shall be modified to include the following:	**G**		
286		a. Primary caregiver's name	**G**		
287		b. Primary caregiver's number	**G**		
288		The System shall provide a report of potentially duplicate records to assist Medical Hub staff in determing whether records need to be merged.	**G**		
289		The potentially duplicate record report shall compare data on two patient's records for determining if they are for the same patient.	**G**		
290		The potentially duplicate record report shall be run for either of the following:	**G**		
291		a. Within a Medical Hub for two patients seen at that Medical Hub, or	**G**		
292		b. Across Medical Hubs and accessed only by the Enterprise System Administrator	**G**		
293		The System shall provide a report that staff with the appropriate security rights can run showing deleted records, by various parameters and sorts.	**G**		
294		The System shall have the capability to generate a letter that may be sent to patient's caregiver via U.S. mail containing a reminder of an upcoming appointment.	**G**		

Number	Category	Requirement	Priority Code	Comments	Additional Work Quoted
295	**Monthly Statistical Reports**	Statistical reports shall be both Medical Hub specific and County-wide (representing all DHS Primary Medical Hubs and Satellite Medical Hubs and the non-DHS medical hub located at Children's Hospital Los Angeles).	**G**		
296		Statistical reports shall represent each (and all) Medical Hub's month's activity, to a maximum of one fiscal year's combined activity.	**G**		
297		The System shall generate statistical workload reports, in an Excel format, for the following:	**G**		
298		a. Each location (Primary Medical Hubs and Satellite Medical Hubs separately);	**G**		
299		b. Each Primary Medical Hub combined with its affiliated Satellite Medical Hub(s); and	**G**		
300		c. All Medical Hubs combined.	**G**		
301		The System shall have the capability of capturing and storing monthly statistical information from the non-County Children's Hospital medical hub.	**G**		
302		When "Generate Report" is clicked for statistical reports, the System shall generate the report in Excel format for the User to open or save.	**G**		
303		The statistical report shall be separated by the following classification types:	**G**		
304		a. "Newly Detained"	**G**		
305		b. "Non-Detained"	**G**		
306		c. "Detained"	**G**		
307		For all appointment types, the statistical report shall include the following rows:	**G**		
308		a. "Forensic Evaluation"	**G**		
309		b. "Initial Medical Exam"	**G**		
310		c. "Both Forensic Evaluation and Initial Medical Exam at Same Visit"	**G**		
311		d. "Follow-up Visit to Complete Initial Exam"	**G**		
312		e. "Other Medical Service"	**G**		
313		For all classification types, the statistical report shall include a "Total Visits" field row.	**G**		
314		The "Total Visits" field shall be broken down into the following rows:	**G**		
315		a. "Total Forensic Evaluations"	**G**		
316		b. "Total Initial Medical Exams"	**G**		
317		c. "Total Initial Medical Exams for Newly Detained Children"	**G**		
318		d. "Total Follow-up Visits"	**G**		
319		e. "Total Other Medical Services"	**G**		
320		The monthly statistical report shall also have the following field rows:	**G**		
321		a. "DCFS Referrals to Hub"	**G**		
322		b. "No-Shows for Scheduled Appts."	**G**		
323		i. "No show rate (%)" sub-row	**G**		
324		c. "Forensic Evaluations for Non-DCFS Involved Children"	**G**		
325		d. "Forensic Interviews"	**G**		
326		e. "Mental Health Screens Completed"	**G**		

Number	Category	Requirement	Priority Code	Comments	Additional Work Quoted
327		i. "Positive Mental Health Screen" sub-row	G		
328		ii. "% Positive" sub-row	G		
329	**External Reports**	External reports are patient-specific reports that shall be transmitted to DCFS via FTP.	G		
330	**CalEMA**	The System shall generate the California State standardized CalEMA forms, with patient-specific E-mHUB data populated in the appropriate form fields, for the following forms:	G		
331		a. CalEMA 2-900	G		
332		b. CalEMA 2-923	G		
333		c. CalEMA 2-925	G		
334		d. CalEMA 2-930	G		
335		When the User scans the CalEMA form, the System shall process the CalEMA form as follows:	G	Medical providers print the CalEMA forms containing patient-specific E-mHUB data populated in the appropriate fields, draw on the body diagrams, make hand written additions or corrections, and sign/approve the form's content. The CalEMA form is scanned, using County equipment, as a graphic PDF document.	
336		a. Medical Hub staff scans the CalEMA Forms or other document types into the E-mHUB System as follows:	G		
337		i. The User selects "Scan document" button on WUI;	G		
338		ii. The E-mHUB System displays a message "Ready to scan document package";	G		
339		iii. User scans the CalEMA document package(s); and	G		
340		iv. The E-mHUB System displays the CalEMA document package pages on the WUI for the User to determine the scanned images' integrity. If image integrity is acceptable, the User performs quality assurance (e.g, deletes blank pages, sorts pages in correct order, rotates pages upright).	G		
341		b. The E-mHUB System processes the quality assured CalEMA document package(s) completed by Medical Hub Users as follows:	G		
342		i. Names each file with a naming convention as follows for:	G		
343		(a) DHS, as a URL link in the WUI for accessing the PDF document attached to a patient's record/encounter; and	G		
344		(b) DCFS, in a standardized name structure to be determined by DCFS;	G		
345		ii. Attaches the PDF document package electronically to the patient record;	G		

Number	Category	Requirement	Priority Code	Comments	Additional Work Quoted
346		iii. Stores the PDF document package file on data expeditor server;	**G**		
347		iv. Sends the file to the centralized DCFS FTP server; and	**G**		
348		v. Records a server time stamp when sent.	**G**		
349	**561(a)**	The System shall generate a 561(a) form in PDF format with character recognition capability.	**G**		
350		The existing mHUB 561(a) form shall be modified to include the following additional data elements (values extracted from database):	**G**		
351		a. "CIMH/Mental Health Screening Occurred?" (Y/N)	**G**		
352		b. "Urgent Mental Health Need Identified?" (Y/N)	**G**		
353		c. "Positive Mental Health Screen" (Y/N)	**G**		
354		d. "Mental health comments or areas of concern" (free text field)	**G**		
355		e. "Blood Pressure" (two numeric fields - Systolic, Diastolic)	**G**		

Number	Category	Requirement	Priority Code	Comments	Additional Work Quoted
356		f. "MAT Case" (Y/N)	G		
357		g. "MAT Provider" (free text editable field with initial values coming from DCFS referral)	G		
358		h. "Developmental screen completed" (Y/N)	G		
359		i. "Developmental screen type" (as drop-down values, not free text)	G		
360		j. "Developmental screen concerns" (Y/N)	G		
361		k. "Developmental screen comments" (free text field)	G		
362	**Audit**	The System shall have system auditing capability that meets the auditing guidelines set forth in Attachment A.2.1 (E-mHUB High Level Security and Audit Trail Guidelines).	G		
363		The Department Representative shall have the ability to access the audit history trail information by multiple lookup variables including, but not limited to the following:	G		
364		a. By patient (with patient lookup capability) in a specified date period	G		
365		b. System User activity in a specified date period	G		
366	**Documentation**	Contractor shall provide comprehensive reference Documentation of detailed system functionality written in comprehensible English.	G		
367		Contractor shall provide an electronic comprehensive data dictionary, written in comprehensible English, for all the data the System:	G		
368		a. Captures, even if temporary files (e.g., work queues)	G		
369		b. Stores	G		
370		c. Audits	G		
371		d. Outputs	G		
372		The comprehensive data dictionary shall include all of the following:	G		
373		a. Data tables	G		
374		b. Data table fields	G		
375		c. Data table properties	G		
376		d. Key fields or combinations thereof	G		
377		e. Links to other data tables	G		
378		Contractor shall provide comprehensive User Training manuals, written in comprehensible English, available in electronic format.	G		
379		All Documentation provided by CONTRACTOR shall be written in comprehensible English.	G		

Number	Category	Requirement	Priority Code	Comments	Additional Work Quoted
380	**Multi-Hub Design**	The User shall have the ability to look up a patient by account number, limited by the User's assigned location ID.	**P**		**$10,000**
381		A User, with security rights as designated in Attachment A.2.2 (Role-Based Access and Responsibilities Matrix for DHS Medical Hubs and DCFS), shall have the ability to email an electronic document attached to a patient's file to an external email address.	**P**		
382		The System shall provide the following email capabilities:	**P**		
383		a. Automatically attach the electronic document to an email transaction	**P**		
384		b. Include functionality where the User enters:	**P**		
385		i. "To" email address	**P**		
386		ii. "Subject" line	**P**		
387		iii. Email body text	**P**		**$50,000**
388		c. The "From" email address shall automatically populate from the value in the User's personal profile but can be edited	**P**		
389		d. When the User selects "Send", the System shall send the following two emails:	**P**		
390		i. First email with the password to open the electronic document, but without the document attached	**P**		
391		ii. Second email with the electronic password-protected document attached	**P**		
392		e. Maintain an audit trail of all electronic documents distributed via email	**P**		
393		When scheduling two appointment visit types, the appointment scheduler in the System shall have the following capability:	**P**		**Quoted below**
394		a. Search for appointment availability in the same calendar day	**P**		
395		b. Place a defined period of time, as set up by each Medical Hub's Local System Administrator, between the stop time of the first appointment and the start time of the second appointment	**P**		**$10,000**
396		c. Schedule the appointments by availability order, not by first appointment visit type followed by second appointment visit type.	**P**		**$10,000**
397	**Web User Interface (WUI)**	The System shall provide an execute option on the User screen to request from the Enterprise Data Repository (EDR) interface patient demographic information including the Medical Hub's MRUN and account number.	**P**	Cost quoted in "System Interfaces, EDR Interface", requirement numbers 399 to 409 below	
398	**Help**	for relevant data elements (i.e., if a User clicks on a field on a screen and selects "Help," the System will provide information on that field's options and usage).	**P**		**$50,000**
399	**System Interfaces, EDR Interface**	The System shall provide an interface with the DHS Enterprise Data Repository (EDR).	**P**		
400		The User shall have the ability to obtain information from an EDR interface when the patient has either of the following:	**P**		
401		a. No prior record in E-mHUB, or	**P**		

Number	Category	Requirement	Priority Code	Comments	Additional Work Quoted
402		b. Prior E-mHUB record(s), but no such record(s) for the Medical Hub identified on the DCFS' referral	P		
403		On the interface call to EDR, the System shall include EDR's unique identifier, if it exists in the E-mHUB database.	P		$52,500
404		The interface shall obtain from EDR (if data exists in EDR) the patient's EDR unique identifier and MRUN and account number specific to the Medical Hub's HIS, based on the referrals' or E-mHUB demographic data.	P		
405		The System and/or Interface shall:	P		
406		a. Send a patient demographic XML packet request to EDR	P		
407		b. Import the returned XML packet into E-mHUB	P		
408		c. Populate the data fields in E-mHUB	P		
409		d. Not override the patient demographic information already in E-mHUB with the data received from EDR	P		
410	**Outgoing FTP Interface to DCFS**	The System shall have the capability to automatically trigger electronic messages to DCFS for the following E-mHUB activity:	P		
411		a. "All patient appointments placed in the schedule"	P		$10,000
412	**Internal Reports**	The System shall have the capability to generate a letter, that may be sent to patient's caregiver via U.S. mail, containing notification of a no-show appointment that needs to be rescheduled	P		$10,000
413	**Documentation**	All System documentation shall be regularly updated to reflect changes and modifications to System.	P		No Cost

ATTACHMENT A.2.1

E-mHUB High Level Security & Audit Trail Guidelines

E-mHUB

March 2010

1. Each User in the System shall have his/her own unique **account ID and Password** for login.
2. Since the E-mHUB System is dealing with patients' confidential information, there shall be functionality that **restricts Users with System administration roles** in having direct and full access to PHI data.
3. **Account Management** shall be in place (performed by Enterprise System Administrators and Local System Administrators with appropriate permissions) to: create an account, disable an account, enable an account, and delete an account.
4. **Permissions** to view each screen (page/tab) shall depend on each **User's role**.
5. There shall be an **audit trail** keeping track of all User activities including the following:
    a. Searching existing patient records
    b. Creating new patient records
    c. Opening patient records
    d. Identifying which screens the User viewed, by E-mHUB's "Unique Patient ID" number
    e. Identifying what data the User modified, by patient and data element
    f. Merging patient records, including non-surviving data values
    g. Deleting patient records.

    The audit trail will be logged in the database and shall not be rewritable. In addition, the audit trail shall be constantly backed up and stored in a separate physical location away from the data center. These log files shall include information such as usernames or IDs, patient's ID, System timestamp, E-mHUB screen identification, activity type, prior data values that were changed, and IP addresses.
6. The System shall have functionality that automatically **alerts** Users to change their login information in a user-defined period of time. The login information shall not reuse any of the previous four (4) Passwords.
7. **Alerting log**: the System shall automatically keep a running log to keep track of unusual performance/activities. The System shall also generate an alerting record into the log file for each suspicious activity.
8. The System shall perform **three** (**3) levels of deletion**:
    a. **Delete**: mark the record to be no longer accessible via the normal database retrieval while keeping the record in the database. This record can be recovered if need be.

b. **Purge**: remove the record from the original table and log it into a new "purge table". More rigorous steps can be taken to recover/retrieve the data. Ultimately it can be recovered.

c. **Expunge**: completely remove the record from the System. There shall be no trace of it anywhere except recording the deletion in the audit trail. The sponged data cannot be recovered.

E-mHUB Roles Responsibilities

Role	Responsibilities
Enterprise System Administrator	Set the level of permissions for the different security roles identified in the “Role Based Access Matrix”
	Create new security roles*
	Modify existing security roles*
	Create, assign, or lock out Local System Administrators
	Perform back-up responsibilities for the Local System Administrator
	Obtain and maintain a list of Local System Administrators
	Obtain and maintain from Local System Administrators lists of Authorized Users and their security levels
	Add Users for all location IDs
	Edit Users for all location IDs
	Lock/unlock Users for all location IDs
	Remove Users for all location IDs
	Change specific system settings for each Medical Hub location (e.g. define appointment type and appointment visit duration)
	Generate a report to compare two patient's records, within a Medical Hub or across the enterprise, to determine if they are the same patient before merging
	Merge duplicate patient records across system including visit history and activity logs
	Edit DCFS Field Office information
Department Representative	Be a representative for their COUNTY department
	With County Counsel review and approval, establish confidentiality training guidelines to ensure users given access to the E-mHUB System understand the need to protect the confidentiality of the patient data and ensure there are appropriate confidentiality procedures in place to protect the data from unauthorized access
	Train staff of their timely responsibilities regarding unauthorized access Breach notification that must be taken in the event of any Breach
	Monitor unauthorized access to the E-mHUB system to ensure the confidentiality of PHI is maintained.
	Ensure that Authorized Users are accessing the permissible level of information based on user’s “New User Request/Confidentiality Agreement Form”
	Inform their department, in accordance with their department's protocol, in the event of a breach of confidentiality of such Breach within the timeframes prescribed by State and federal law
	Report such unauthorized access to Project Director and Enterprise System Administrator to lock out user(s)

Role	Responsibilities
DHS Local System Administrator	Obtain and maintain E-mHUB System “New User Request/Confidentiality Agreement Forms” for all Medical Hub Users
	Communicate the Authorized User's names and security levels, including any changes or lock outs, to the Enterprise System Administrator
	Assign user IDs and passwords upon obtaining an approved “New User Request/ Confidentiality Agreement Form”
	Set security roles for each user, as designated in this Attachment A.2.2 (Role-Based Access Matrix)
	Add Users for his/her location ID only
	Edit Users for his/her location ID only
	Lock/unlock Users for his/her location ID only
	Remove Users for his/her location ID only
	Change specific system settings for his/her Medical Hub only (e.g. define appointment type and appointment visit duration)
	Generate a report to compare two patient's records, within his/her Medical Hub only, to determine if they are the same patient before merging
	Merge duplicate patient records for his/her Medical Hub only including visit history and activity logs
	Remove a patient record at his/her Medical Hub only
	Input all the appointment visit types and time durations at his/her Medical Hub only
DCFS/DPH System Administrator	Obtain and maintain E-mHUB System “New User Request/Confidentiality Agreement Forms” for all Medical Hub Users
	Communicate the Authorized User's names and security levels, including any changes or lock outs, to the Enterprise System Administrator
	Assign user IDs and passwords upon obtaining an approved “New User Request/ Confidentiality Agreement Form”
	Set security roles for each user, as designated in this Attachment A.2.2 (Role-Based Access Matrix)
	Add Users for his/her location ID only
	Edit Users for his/her location ID only
	Lock/unlock Users for his/her location ID only
	Remove Users for his/her location ID only
Authorized User(s) / User(s) (Authorized Use)	Shall sign an E-mHUB System “New User Request/Confidentiality Agreement Form”
	Access information to which they have been provided security access to, according to the levels in the “Role Based Access Matrix” and according to the permissable level of access afforded them
	Shall not access patient data outside their business needs or for any Unauthorized or unlawful Use
Unauthorized User (Unauthorized Use)	A person who gains access to the County's mHUB or E-mHUB System and the individual confidential information contained therein without permission or any Authorized User or person accessing information for any Unauthorized Use

***Any changes to the approved "Role-Based Access Matrix" shall be in accordance with Subparagraph 8.2 of the Agreement.**

ATTACHMENT A.2.3

Referral/Medical Examination/Statistical Documents

E-mHUB

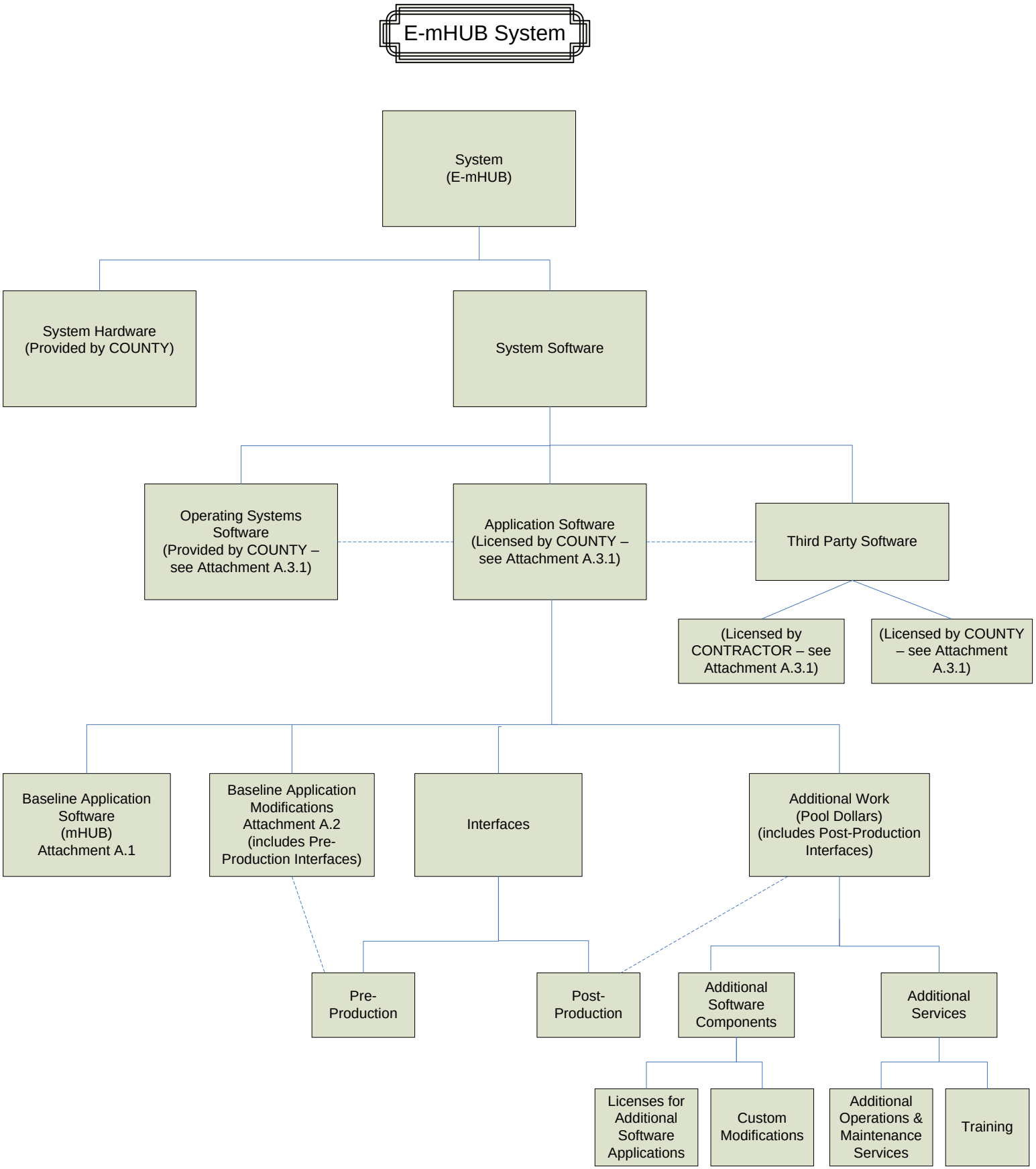
March 2010

This Attachment includes the following COUNTY forms and reports used by the Medical Hubs and the DHS Health Services Administration Office of Planning and Program Oversight division:

1. Medical Hub Referral Form
2. Current DCFS 561(a) Form*
3. mHUB generated DCFS 561(a) Form*
4. Statistical Report

The CalEMA forms used by the COUNTY can be accessed at **www.ccfmtc.org/forensic.asp**

*These forms are current versions and examples only. In accordance with Attachment A.2 – Additional System Requirements (Baseline Application Modifications) and Subtask 5.4 – Analyze External Reporting Requirements of the Statement of Work, the form contents shall be combined and modified.


E-mHUB System
System
(E-mHUB)
System Hardware
(Provided by COUNTY)
System Software
Operating Systems
Software
(Provided by COUNTY –
see Attachment A.3.1)
Application Software
(Licensed by COUNTY –
see Attachment A.3.1)
Third Party Software
(Licensed by
CONTRACTOR – see
Attachment A.3.1)
(Licensed by COUNTY
– see Attachment
A.3.1)
Baseline Application
Software
(mHUB)
Attachment A.1
Baseline Application
Modifications
Attachment A.2
(includes Pre-
Production Interfaces)
Interfaces
Additional Work
(Pool Dollars)
(includes Post-Production
Interfaces)
Pre-
Production
Post-
Production
Additional
Software
Components
Additional
Services
Licenses for
Additional
Software
Applications
Custom
Modifications
Additional
Operations &
Maintenance
Services
Training

ATTACHMENT A.3.1

Sytem Software

E-mHUB

March 2010

E-mHUB SYSTEM SOFTWARE

This System Software document is a summary of Software components, including Operating Systems Software, Application Software, and Third Party Software). Contractor shall provide the following in order to meet all Requirements:

1. **mHUB System**, operating at the ISD Host Site on COUNTY provided hardware, as set forth in Attachment A.3.2 (System Hardware)
    a. Operating Systems Software (provided by COUNTY)
        i. Microsoft Windows Enterprise Server 2003 R2, SP2, IIS with web site, FTP, Terminal Services and management agents
    b. Baseline Application Software (Attachment A.1 (Existing mHUB System Requirements)) includes, but is not limited to, the following
        i. Baseline mHUB System components:
            1. "Patient Referral Information"
            2. "Medical Assessment"
            3. "Forensic Assessment"
            4. "Mental Health Assessment"
            5. Patient scheduling, future and past appointments
            6. Staff scheduling/appointment books
            7. Staff work queues
        ii. Additional mHUB System components:
            1. Outgoing 561(a) form in hardcopy
            2. Report writer
            3. Outgoing Interface to the VIP database system
    c. Third Party Software:
        i. CONTRACTOR shall provide:
            1. Microsoft .NET Framework 2.0
            2. MS.SQL Server 2005
        ii. COUNTY will provide:
            1. SSL-VPN appliance
            2. Security/virus:
                a. Server vulnerability scanning
                b. Server anti-virus
                c. Server host-based Intrusion Prevention System (IPS)
                d. Server operating system patching

2. **E-mHUB System**, operating at the ISD Host Site on COUNTY provided hardware, as set forth in Attachment A.3.2 (System Hardware)
    a. Operating Systems Software (provided by COUNTY)
        i. Microsoft Windows Enterprise Server 2008 64-bit, SP1, IIS with default web site, FTP, Terminal Services and management agents.
    b. Baseline Application Modifications (Attachment A.2 (Additional System Requirements)) include, but is not limited to, the following
        i. mHUB modifications include:
            1. Upgrade .NET framework from version 2.0 to 3.5
            2. Combine medical assessment/forensic assessment modules/functionality
            3. Develop a multi-Medical Hub design that:
                a. Provides System administration functionality for each Medical Hub and enterprise
                b. Differentiates patients and treatment data, based on Medical Hub locations
            4. Standardize security roles for Medical Hub staff, DCFS staff, and System administration staff
            5. Capture additional data elements for reporting to DCFS and statistical reports
            6. Capture additional patient scheduling functionality, including LAC+USC scheduling patients at ESGV Satellite Medical Hub
            7. Include functionality for merging duplicate patients in the System, both within a Medical Hub and across the enterprise
            8. Include functionality to maintain a System audit trail for meeting HIPAA compliance
        ii. Additional E-mHUB Interfaces:
            1. Incoming DCFS referral data via secured FTP
            2. Outgoing 561(a) form in PDF to DCFS via secured FTP
            3. Outgoing CalEMA forms in PDF to DCFS via secured FTP
            4. Outgoing electronic notices, to DCFS via secured FTP, containing information related to the scheduling staff being unable to contact caregiver, and patient appointment cancellations and no shows
        iii. Additional E-mHUB components:
            1. Statistical reporting
            2. Storing/accessing electronic documents by patient record
            3. Outgoing electronic documents via email with password protection
        iv. Data conversions:

1. Convert LAC+USC's mHUB Live Data and migrate to E-mHUB System:
    a. Before testing E-mHUB functionality
    b. The day prior to LAC+USC's Go-Live

c. Third Party Software (provided by COUNTY):
    1. Microsoft .NET Framework 3.5
    2. Microsoft Windows Server 2003
    3. MS SQL Server 2005 with Reporting Services
    4. Microsoft Biztalk Server 2009, Enterprise Edition
    5. SSL-VPN appliance
    6. Security/virus:
        a. Server vulnerability scanning
        b. Server anti-virus
        c. Server host-based IPS
        d. Server operating system patching

ATTACHMENT A.3.2

System Hardware

E-mHUB

March 2010

E-mHUB SYSTEM HARDWARE

This System Hardware document is a summary of hardware components, provided by COUNTY and is based on CONTRACTOR's configuration recommendations. All such hardware components will be acquired and installed/operated at the ISD Host Site. Hardware components between the mHUB System and E-mHUB System will be independent of each other and have the following specifications:

1. **mHUB System**, operating at the ISD Host Site on COUNTY provided hardware, per the ISD Host Site "Service Proposal" dated November 2, 2009 for the "mHUB Server Project":
    a. Production Environment:

       HP ProLiant DL 385 G2 (2 x 2.6 GHZ), 4 GB RAM, 3 x 146 GB HDD, Pro. Essen. Integrated Lights-Out Adv.Pac, associated hardware and network components for connectivity to the Data Center infrastructure.

    b. Test Environment:

       HP ProLiant DL 385 G2 (2 x 2.6 GHZ), 4 GB RAM, 2 x 72 GB HDD, Pro. Essen. Integrated Lights-Out Adv.Pac, associated hardware and network components for connectivity to the Data Center infrastructure.

2. **E-mHUB System** operating at the ISD Host Site on COUNTY provided hardware, per ISD's attached "Service Proposal" dated August 4, 2009 for the "DHS E-mHUB Server Project":
    a. DHS Server #1 will consist of three (3) VMWare servers for the Test Environment:
        i. VM #1 Staging Apps and DB VMWare server
            - 1 vCPU
            - 2 GB vRAM
            - 20 GB C: drive (Reserved for Windows OS)
            - 80 GB D: drive (Customer Apps and DB)

        ii. VM #2 Training Apps and DB VMWare server
            - 1 vCPU
            - 2 GB vRAM
            - 20 GB C: drive (Reserved for Windows OS)
            - 30 GB D: drive (Customer Apps and DB)

        iii. VM #3 Demo Apps and DB VMWare server
            - 1 vCPU

- 2 GB vRAM
- 20 GB C: drive (Reserved for Windows OS)
- 30 GB D: drive (Customer Apps and DB)

b. DHS Server #2 will consist of four (4) VMWare servers for the Production Environment:

i. VM #4 Production Web VMWare server
- 1 vCPU
- 1 GB vRAM
- 20 GB C: drive (Reserved for Windows OS)
- 10 GB to 20 GB D: drive (Customer Apps and DB)

ii. VM #5 Production Biztalk VMWare server
- 1 vCPU
- 1 GB to 2 GB vRAM
- 20 GB C: drive (Reserved for Windows OS)
- 10 GB to 20 GB D: drive (Customer Apps and DB)

iii. VM #6 Production SQL Database VMWare server
- 2 vCPU
- 2 GB vRAM
- 20 GB C: drive (Reserved for Windows OS)
- 80 GB D: drive (Customer Apps and DB)

iv. VM #7 Production Mail VMWare server
- 1 vCPU
- 1 GB to 2 GB vRAM
- 20 GB C: drive (Reserved for Windows OS)
- 10 GB to 20 GB D: drive (Customer Apps and DB)

ATTACHMENT A-4

SYSTEM TRAINING

E-mHUB

MARCH 2010

INTRODUCTION

CONTRACTOR shall provide all required pre-implementation System Training, in accordance with Subtask 14.2 (Provide System Training for E-mHUB System) of Exhibit A (Statement of Work). CONTRACTOR shall conduct classroom sessions in computer training rooms or other location(s) throughout Los Angeles County, as approved by COUNTY. COUNTY shall be responsible for coordinating classroom Training sessions and scheduling staff at COUNTY designated facilities, and shall participate in and monitor progress during the Training session.

System Training for DHS and DCFS/DPH shall be conducted by CONTRACTOR and shall not exceed 36 Days @ $1,550.00 per day. Additional required Training shall utilize Pool Dollars at the Training rate as specified in Section III.B (Professional Services Rates) of Exhibit B (Schedule of Payments).

II. SCOPE OF TRAINING

CONTRACTOR shall document the core computer competencies needed by Users to perform work in E-mHUB System and COUNTY shall be responsible for assuring that staff meet those core computer competencies prior to Training. CONTRACTOR and COUNTY shall mutually agree upon contents and duration for all related Training classes including specialty roles (i.e., medical providers). Each classroom session shall not exceed 10 participants per occurrence.

CONTRACTOR shall provide the following types of Training:

A. One System administration classroom session for all DHS and DCFS/DPH staff. At a minimum, Training scope shall include System administration role responsibilities for the Enterprise System Administrator, Department Representative, DHS Local System Administrator, and DCFS/DPH System Administrator as specified in Attachment A.2.2 (Role-Based Access and Responsibilities Matrix for DHS Medical Hubs and DCFS) of Attachment A.2 (Additional System Requirements (Baseline Application Modifications));

B. Classroom sessions at each Medical Hub prior to Go-Live at each Medical Hubs;

C. One train-the-trainer classroom session for DCFS/DPH PHNs;

D. Onsite Training in a non-classroom setting prior to acceptance of Go-Live at each Medical Hub, as needed.

CONTRACTOR shall develop a User's post-Training survey form in a format mutually agreed upon by COUNTY and CONTRACTOR for Users to complete after each Training session. CONTRACTOR shall summarize the survey results and provide to COUNTY. COUNTY and CONTRACTOR shall review survey results and adjust future Training sessions based on lessons learned.

Enterprise mHUB (E-mHUB) System

Estimated Project Timeline with a 4/1/10 Agreement Effective Date

Milestones	2010									2011											
	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Deliverables 1.1 through 1.7 MIGRATE mHUB TO ISD HOST SITE	60 DAYS																				
Deliverables 2.1 and 2.2 PROJECT KICK-OFF	45 Days																				
Deliverable 3.1 PROJECT CONTROL DOCUMENT		30 Days																			
Deliverable 4 UNIQUE BUSINESS PROCESSES DOCUMENT			60 Days																		
Deliverable 5.7 TECHNICAL REQUIREMENTS SPECIFICATION DOCUMENT					60 Days																
Deliverable 5.8 TEST STRATEGY PLAN					60 Days																
Deliverable 6 SYSTEM DESIGN DOCUMENT					60 Days																
Deliverables 7.1 through 7.10 E-mHUB SYSTEM DEVELOPED							60 Days														
Deliverable 8 TEST SCRIPTS PREPARED							60 Days														
Deliverable 9 ISD HOST SITE ESTABLISHED								30 Days													
Deliverable 11.2 E-mHUB SYSTEM CERTIFIED ON ISD HOST SITE HARDWARE								30 Days													
Deliverables 12.1 through 12.3 ACCEPTANCE TESTING									90 Days												
Deliverable 14.2 SYSTEM TRAINING												30 Days									
Deliverables 16.1 through 16.3 GO-LIVE FOR EACH E-mHUB LOCATION												30 Days									
Deliverable 17 FINAL SYSTEM ACCEPTANCE													60 Days								

NOTE: This Attachment constitutes an estimate only and will be revised to correspond to the Project Control Document (Subtask 3.1 - Develop, Provide, and Maintain Project Control Document) of Exhibit A (Statement of Work) once approved, in writing, by the COUNTY's Project Manager.

Current Medical Hub/DCFS Locations and Operations

	HARBOR-UCLA MEDICAL CENTER	HIGH DESERT MACC	MARTIN LUTHER KING, JR. MACC	OLIVE VIEW-UCLA MEDICAL CENTER	LAC+USC MEDICAL CENTER	SAN GABRIEL VALLEY (LAC+USC Satellite Hub)	DCFS (all sites, present and future)	Health Services Administration
Clinic Hours (Forensic Evaluation/ Initial Medical Examination/ Mental Health	Monday through Friday 8:00 a.m. to 5:00 p.m.	Monday through Friday 8:00 a.m. to 4:30 p.m.	Monday through Friday 8:00 a.m. to 4:30 p.m.	Monday through Friday 8:00 a.m. to 5:00 p.m.	24 hours, 7days a week	Monday through Friday 8:30 a.m. to 4:30 p.m.	N/A	N/A
Address/Phone	1000 W. Carson Street Torrance, CA 90509 Child Crisis Center (310) 222-3567 K.I.D.S Clinic (310) 222-6504	44900 N. 60th Street West Lancaster, CA 93536 (661) 945-8353	1721 E. 120th Street Los Angeles, CA 90059 (310) 668-6400	14445 Olive View Drive Sylmar, CA 91343 (818) 364-4680	SCAN Clinic/T-11 and CATC 2010 Zonal Avenue, 3rd Floor Los Angeles, CA 90033 T-11 (323) 226-3961 CATC (323) 226-5086	4024 Durfee Avenue El Monte, CA 91732 (323) 226-5086	See below	313 N. Figueroa St. Los Angeles, CA 90012
Contact Person	Debra Knox Office: (310) 222-4196	Janice W. Woods Office: (661) 945-8531 Fax: (661) 945-8284	Mila Zatulovsky Office: (310) 668-6431	Monica Stoffer Office: (818) 364-4680 Rona Molodow Office: (818) 364-3233	Janet Arnold Office: (323) 226-5032	Lucy Huang Office: (323) 226-5032	Donna Fernandez Office: (213) 351-5729	Karen Bernstein Office: (213) 250-8644
Hub Work Load (Total visits per fiscal year 2008/09 year; subject to increase in any amount)	2,277	2,878	3,310	1,841	7,111	11		
Current Estimated Users (subject to increase in any amount)	22	13	17	12	40	5	129	5

Attachment A.6 - Current Locations

DCFS Regional Office Locations by Assigned Medical Hub						
Assigned Medical Hub	**DCFS Regional Office Location**					
HARBOR-UCLA MEDICAL CENTER	Torrance 2325 Crenshaw Blvd. Torrance, CA 90501 (310) 972-3114	South County 4060 Watson Plaza Drive Lakewood, CA 90712 (562) 497-3335				
HIGH DESERT MACC	Palmdale 39959 Sierra Hwy, Palmdale, CA 93550 (661) 223-4111	Lancaster 1150 W Ave. J Lancaster, CA 93534 (661) 951-4001				
MARTIN LUTHER KING, JR. MACC	Santa Fe Springs 10355 Slusher Dr. Santa Fe Springs, CA 90670 (562) 903-5101	Vermont Corridor 8300 S. Vermont Ave. Los Angeles, CA 90044 (323) 965-5171	Wateridge 5110 W. Goldleaf Circle Los Angeles, CA 90056 (323) 290-8437	Compton 921 E. Compton Blvd Compton, CA 90221 (310) 668-6605		
OLIVE VIEW-UCLA MEDICAL CENTER	Santa Clarita 28490 Avenue Stanford Santa Clarita, CA 91321 (661) 702-6202	San Fernando Valley 20151 Nordhoff St. Chatsworth, CA 91311 (818) 717-4802	West San Fernando Valley 20151 Nordhoff St. Chatsworth, CA 91311 (818) 717-4808			
LAC+USC MEDICAL CENTER	Pasadena 532 E. Colorado St. Pasadena, CA 91101 (626) 229-3737	El Monte 4024 Durfee Ave. El Monte, CA 91732 (626) 455-4506	Glendora 725 S. Grand Ave. Glendora, CA. 91740 (626) 691-1692	Pomona 100 W. Second St. Pomona, CA 91766 (909) 868-4401	Belvidere 5835 Eastern Ave. Los Angeles, CA 90040 (323) 725-4500	Metro North 3075 Wilshire Blvd. Los Angeles, CA 90010 (213) 639-4813

ATTACHMENT A-7

Change Notice

E-mHUB

MARCH 2010

Change Notice No. _____

Version No. _____

Change Notice

E-mHUB Agreement No. _____

Date Request Submitted	Approximate Date to Initiate Work[1]	Change Order Title

***Change Category*:**

☐ Roles/Responsibilities [2]

☐ Data Sharing [2]

☐ Other (describe): _____

Pool Dollars Required? ☐ Yes ☐ No

Exhibit J (Form of Work Order) Required? ☐ Yes ☐ No

Cost:

One Time Cost Not to Exceed: _____

Additional Operations and Maintenance Fees? ☐ Yes ☐ No

If yes, not to exceed additional maintenance fees per quarter [3]: _____

***COUNTY proposes the following changes in the E-mHUB System*:**

Original Requirement # (if applicable)	Type of Change (Add, Change, Delete)	Description of Change(s) – Attach Additional Specifications if Necessary

Change Notice No. _____

Version No. _____

***Justification(s) for Change*:**

For planning purposes, the estimated use of CONTRACTOR resources, and if applicable COUNTY resources required to complete the Work under this Change Notice, including testing/validating modifications in the Test Environment and the Production Environment, including any applicable Training:

***Attachments (list supporting documentation including, as applicable, Exhibit J (Form of Work Order) and any written proposal submitted by CONTRACTOR pursuant to Subparagraph 5.3.2 of the Agreement)*:**

Attachment ID	Documentation Description

Approvals (Sign/Print):		
SAGA Technologies, Inc.	(Print Name)	Date

Change Notice No. _____

Version No. _____

Approvals (Sign/Print):		
COUNTY's Project Manager	(Print Name)	Date
COUNTY's Project Director[4]	(Print Name)	Date
CIO	(Print Name)	Date
County Counsel (as to form)	(Print Name)	Date
CEO	(Print Name)	Date

***Approval Comments*:**

From	Comment

Footnotes:

[1] Work cannot be initiated prior to the date the Change Notice is accepted by CONTRACTOR and all required COUNTY approvals have been obtained.

[2] Requires additional approvals from CIO, County Counsel and CEO.

[3] Cost estimate calculated by the "One Time Not to Exceed" cost quoted times 18% divided by 4. Operations and Maintenance Fees shall be based on the actual Change Notice amount invoiced.

[4] If applicable, COUNTY's Project Director signature confirms the following:

i. Designation as signatory from Interim Director or designee
ii. Concurrence from DCFS, and/or DMH with attached documentation supporting concurrence

Distribution:

- COUNTY's Project Manager
- COUNTY's Project Director
- SAGA Technologies, Inc.
- CIO
- County Counsel (as to form)CEO

ATTACHMENT A-8

Acceptance Certificate

E-mHUB

MARCH 2010

ATTACHMENT A.8 – ACCEPTANCE CERTIFICATE

LOS ANGELES COUNTY
Acceptance Certificate

Contract Name **E-mHUB**	Contract Number
CONTRACTOR Name and Address: SAGA Technologies, Inc. 801 S. Garfield Avenue, Suite 103 Alhambra, CA 91801	Transmittal Date

FROM:	CONTRACTOR's Project Manager	**TO:**	COUNTY's Project Manager
Name:		Name:	
Telephone:		Department Name:	
Signature (Required):		Division Name:	

CONTRACTOR hereby certifies to COUNTY that as of the date of this Acceptance Certificate, it has satisfied all conditions precedent in the Agreement, including the Exhibits thereto, to the completion of the Tasks and delivery of the Deliverables set forth below, including satisfaction of the completion criteria applicable to such Tasks and Deliverables and COUNTY's approval of the Work performed in connection with the achievement of such Tasks and Deliverables. CONTRACTOR further represents and warrants that the Work performed in respect of such Tasks and Deliverables has been completed in accordance with Exhibit A (Statement of Work). COUNTY's Project Director's approval and signature constitutes an acceptance of the Tasks and Deliverables listed below.

Task / Deliverable Number (including Subtasks as set forth in the Statement Of Work)	Deliverable Title	Task / Deliverable Summary of Work Completed

Comments:

Attached hereto is a copy of all supporting Documentation required pursuant to the Agreement and Exhibit A (Statement of Work), including any additional Documentation reasonably requested by COUNTY.

COUNTY Acceptance:

COUNTY's Project Manager	*Signature*	*Date*

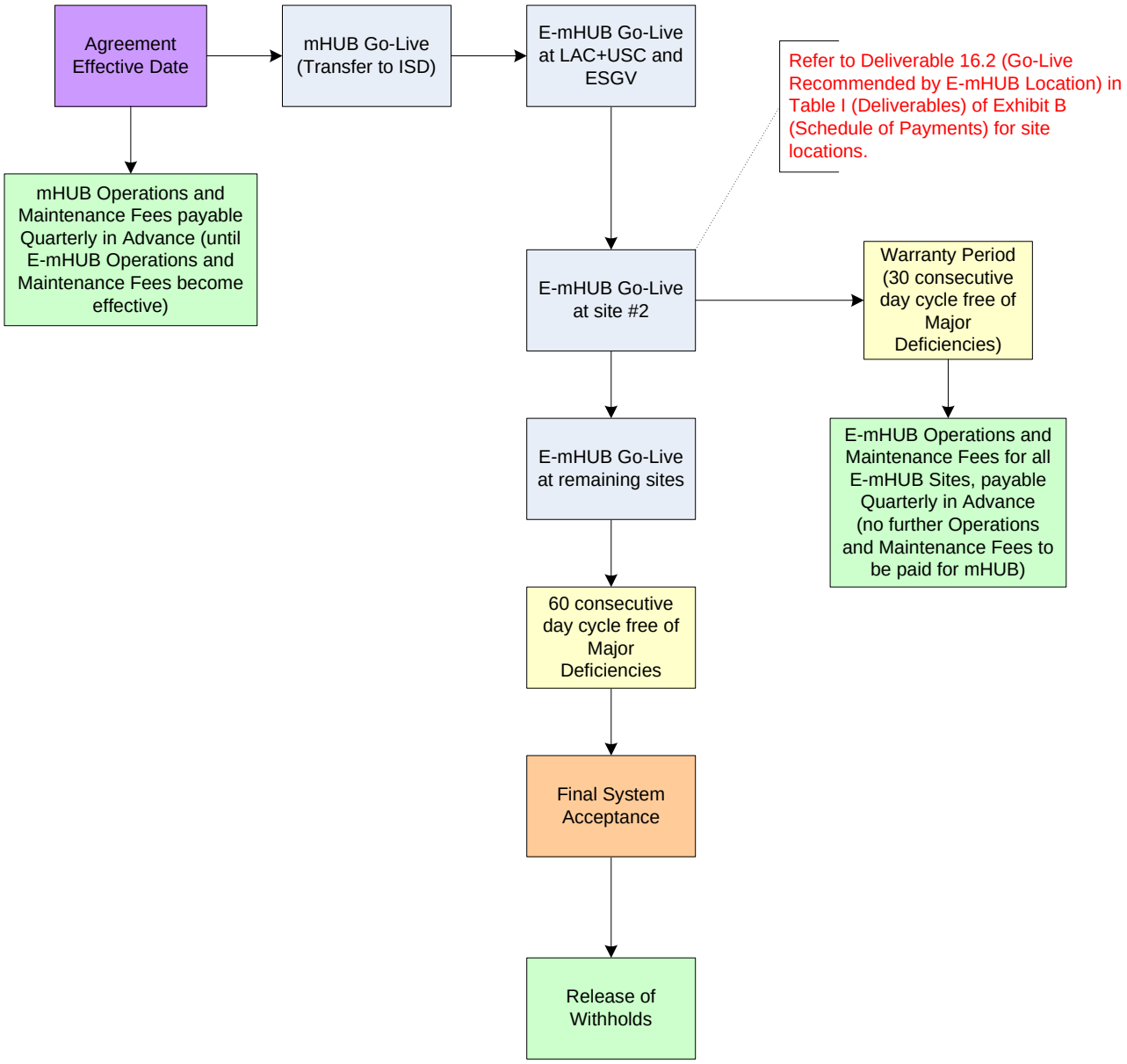
Comments:

COUNTY's Project Director	*Signature*	*Date*

Comments:

Distribution:
Original – DHS [Financial Services]
Copy 1 – CONTRACTOR
Copy 2 – COUNTY's Project Director
Copy 3 – COUNTY's Project Manager
Copy 4 – DHS [Master Contract File]

E-mHUB Milestone Chart



LEGEND:
Lavender = Agreement Effective Date
Light Blue = Individual site Go-Live
Light Yellow = Time period before next action
Tan = Final System Acceptance
Light Green = Payment point

EXHIBIT B

SCHEDULE OF PAYMENTS

E-mHUB Project

CONTRACTOR will be paid on a fixed-price basis for completed and accepted Deliverables as set forth below. COUNTY will institute a Holdback amount of ten (10) percent for each Deliverable payment as set forth in Subparagraph 7.7.4 of the Agreement.

The Operations and Maintenance Fees for the mHUB System will be paid quarterly in advance upon the Effective Date of the Agreement until the completion of the Warranty Period following E-mHUB Go-Live at the second Primary Medical Hub. The Operations and Maintenance Fees for the E-mHUB System will be paid quarterly in advance commencing upon successful completion of the Warranty Period following E-mHUB Go-Live at the second Primary Medical Hub, as set forth in Deliverable 16.3 (Go-Live by E-mHUB Location Completed) of Exhibit A (Statement of Work) and Attachment A.9 (E-mHUB Milestone Chart).

I. DELIVERABLES

See next page (See excel document "E-mHUB Exhibit B Deliverables Table_02.09.10.xls")

DELIVERABLE NUMBER	DELIVERABLE DESCRIPTION	DELIVERABLE AMOUNT *	AMOUNT DUE UPON DELIVERABLE ACCEPTANCE	HOLDBACK AMOUNT UNTIL FINAL SYSTEM ACCEPTANCE
Deliverable 1.1	Transition Plan Developed	$ 12,500.00	$11,250.00	$1,250.00
Deliverable 1.2	Host Site Validated	$ -	$0.00	$0.00
Deliverable 1.3	mHUB System Production Environment Installed and Validated	$ -	$0.00	$0.00
Deliverable 1.4	mHUB System Production Environment Tested	$ 12,500.00	$11,250.00	$1,250.00
Deliverable 1.5	mHUB Test Environment Established	$ -	$0.00	$0.00
Deliverable 1.6	mHUB's Current Production Environment Database Migrated to ISD and Tested	$ 10,000.00	$9,000.00	$1,000.00
Deliverable 1.7	mHUB System Go-Live Completed	$ 30,000.00	$27,000.00	$3,000.00
Deliverable 1.8	mHUB System at Rackspace Shut Down	$ 10,000.00	$9,000.00	$1,000.00
Deliverable 2.1	Project Kick-Off Meeting Conducted	$ -	$0.00	$0.00
Deliverable 2.2	Project Kick-Off Meeting Minutes Provided	$ -	$0.00	$0.00
Deliverable 3.1	Project Control Document Provided, Approved, and Maintained	$ 500,000.00	$450,000.00	$50,000.00
Deliverable 3.2	Project Team Meetings Conducted and Meeting Documents Provided	$ -	$0.00	$0.00
Deliverable 3.3	Participated in Project Meetings and Provided Documentation	$ -	$0.00	$0.00
Deliverable 3.4	Monthly Project Status Report Provided	$ -	$0.00	$0.00
Deliverable 4	Unique Business Processes Document Approved	$ 15,000.00	$13,500.00	$1,500.00
Deliverable 5.1	Security Profile Report Provided	$ -	$0.00	$0.00
Deliverable 5.2	System Administration Settings Documented	$ -	$0.00	$0.00
Deliverable 5.3	Internal Reporting Format Requirements Documented	$ -	$0.00	$0.00
Deliverable 5.4	External Reporting Requirements Documented	$ -	$0.00	$0.00
Deliverable 5.5	System Audit Requirements Documented	$ -	$0.00	$0.00
Deliverable 5.6	Interface Plan Documented	$ -	$0.00	$0.00
Deliverable 5.7	Technical Requirements Specification Document Approved	$ 100,000.00	$90,000.00	$10,000.00
Deliverable 5.8	Test Strategy Plan Prepared	$ 20,000.00	$18,000.00	$2,000.00
Deliverable 6	System Design Document Approved	$ 85,000.00	$76,500.00	$8,500.00
Deliverable 7.1	Database Structure Modified for E-mHUB System	$ -	$0.00	$0.00
Deliverable 7.2	Web User Interface Developed for E-mHUB System	$ -	$0.00	$0.00
Deliverable 7.3	Security Profiles Developed for E-mHUB System	$ -	$0.00	$0.00
Deliverable 7.4	System Administration Settings Developed for E-mHUB System	$ -	$0.00	$0.00
Deliverable 7.5	System Audit Functionality Developed for E-mHUB System	$ -	$0.00	$0.00
Deliverable 7.6	Internal Reports Developed for E-mHUB System	$ -	$0.00	$0.00
Deliverable 7.7	External Reports Developed for E-mHUB System	$ -	$0.00	$0.00
Deliverable 7.8	Capability to Receive Scanned Documents in E-mHUB System Developed	$ -	$0.00	$0.00
Deliverable 7.9	Interfaces Developed for E-mHUB System	$ -	$0.00	$0.00
Deliverable 7.10	E-mHUB System Development Completed and Ready for Hosting Site	$ 100,000.00	$90,000.00	$10,000.00
Deliverable 8	Test Scripts Prepared for E-mHUB System	$ 15,000.00	$13,500.00	$1,500.00
Deliverable 9	ISD Host Site Established	$ -	$0.00	$0.00
Deliverable 10	System Environments Established and Tested	$ 40,000.00	$36,000.00	$4,000.00
Deliverable 11.1	Sample Data Migrated and Validated	$ -	$0.00	$0.00
Deliverable 11.2	E-mHUB System Certified on ISD Host Site Hardware	$ 30,000.00	$27,000.00	$3,000.00
Deliverable 12.1	Application Software Testing Conducted for E-mHUB System	$ 95,000.00	$85,500.00	$9,500.00
Deliverable 12.2	System Integration Testing Conducted for E-mHUB System	$ 50,000.00	$45,000.00	$5,000.00
Deliverable 12.3	Load Test Conducted for E-mHUB System	$ -	$0.00	$0.00
Deliverable 13	Go-Live Plan Documented for E-mHUB System	$ 15,000.00	$13,500.00	$1,500.00
Deliverable 14.1	Documentation Provided for E-mHUB System	$ 15,000.00	$13,500.00	$1,500.00
Deliverable 14.2	System Training Provided for E-mHUB System **	$ 55,800.00	$50,220.00	$5,580.00
Deliverable 15	LAC+USC's mHUB Data Migration and Verification to E-mHUB System Completed	$ 20,000.00	$18,000.00	$2,000.00
Deliverable 16.1	E-mHUB Go-Live for LAC+USC Medical Hub Completed	$ 200,000.00	$180,000.00	$20,000.00
Deliverable 16.2	Go-Live Recommended by E-mHUB Location (not in specific order)		$0.00	$0.00
	a. Harbor/UCLA	$ -	$0.00	$0.00
	b. Olive View/UCLA	$ -	$0.00	$0.00
	c. MLK MACC	$ -	$0.00	$0.00
	d. High Desert MACC	$ -	$0.00	$0.00
	e. DCFS / HSA Office of Planning and Program Oversight Division	$ -	$0.00	$0.00

DELIVERABLE NUMBER	DELIVERABLE DESCRIPTION	DELIVERABLE AMOUNT *	AMOUNT DUE UPON DELIVERABLE ACCEPTANCE	HOLDBACK AMOUNT UNTIL FINAL SYSTEM ACCEPTANCE
Deliverable 16.3	Go-Live by E-mHUB Location Completed (not in specific order)		$0.00	$0.00
	a. Harbor/UCLA	$ 75,000.00	$67,500.00	$7,500.00
	b. Olive View/UCLA	$ 75,000.00	$67,500.00	$7,500.00
	c. MLK MACC	$ 75,000.00	$67,500.00	$7,500.00
	d. High Desert MACC	$ 50,000.00	$45,000.00	$5,000.00
	e. DCFS / HSA Office of Planning and Program Oversight Division	$ 25,000.00	$22,500.00	$2,500.00
Deliverable 17	Final System Acceptance	$ 181,629.55	$181,629.55	$0.00
Deliverable 18	Additional Work Provided	$ -	$0.00	$0.00
	Accumulative Totals	**$ 1,912,429.55**	**$ 1,739,349.55**	**$ 173,080.00**

Subtotal Deliverables	**$ 1,739,349.55**
Final Payment of 10% Holdback	**$ 173,080.00**
Total Implementation Cost	**$ 1,912,429.55**

* Deliverable amounts are inclusive of all applicable taxes

** See Attachment A.4 (System Training). Invoicing for each session day shall occur upon completion of training at each COUNTY location.

See next page

II. OPERATIONS AND MAINTENANCE FEES

The Operations and Maintenance Fees are as follows:

Description	Payment Amount /Schedule	Annual Rate
mHUB Operations and Maintenance Services	$24,300.00 paid quarterly in advance	$97,200.00
E-mHUB Operations and Maintenance Services	$100,228.20 paid quarterly in advance	$400,912.80

III. ADDITIONAL WORK

A. POOL DOLLARS

The maximum amount of $600,000.00 is available as Pool Dollars. Pool Dollars shall be used for acquiring Additional Work provided by CONTRACTOR as set forth in Task 18 (Provide Additional Work) of Exhibit A (Statement of Work), which includes, but is not limited to, the following:

1. Additional Training services;
2. Adding Licenses for additional Primary Medical Hubs and/or Satellite Medical Hubs, as set forth in Attachment B.1 (Licenses);
3. Custom Modifications identified as "P" in the "Priority Code" column, as set forth in Attachment A.2 (Additional System Requirements (Baseline Application Modifications)) and at the price shown in the “Additional Work Quoted” column;
4. Custom Modifications beyond those identified as "P" in the "Priority Code" column, as set forth in Attachment A.2 (Additional System Requirements (Baseline Application Modifications));
5. Additional Operations and Maintenance Fees, at the sole discretion of COUNTY, for additional Licenses and/or Custom Modifications identified in 2, 3, and 4 above. Any such additional Operations and Maintenance Fees shall not exceed 18% of the additional Licenses and/or Custom Modifications;
6. Enhancements to current functionality, or new functionality, as set forth in Section I (Updates) of Exhibit C (Service Level Requirements); and
7. Upgrades to or additional Third Party Software as set forth in Section III (Third Party Software) of Exhibit C (Service Level Requirements).

For the Additional Work designated in numbers 1 and 4 above, the rates set forth in Section B below shall apply. When providing a written proposal for Additional Work, in accordance with the Agreement Subparagraph 5.3.2, CONTRACTOR shall include the following:

1. Which professional service type is required;

2. The number of hours required;
3. The hourly rate from Section B below;
4. Total cost per professional service type;
5. Total cost for Additional Work.

Once CONTRACTOR and COUNTY agree upon the proposed Additional Work, COUNTY, in its sole discretion, will determine if such Additional Work is processed as a Change Notice (Attachment A.7 (Change Notice)), or as an Agreement Amendment. COUNTY, in its sole discretion, will determine whether Additional Work, which is processed as a Change Notice, also requires use of Exhibit J (Form of Work Order).

B. PROFESSIONAL SERVICES RATES

PROFESSIONAL SERVICE DESCRIPTION	RATE
.NET development	$90.00/hr
Report design	$120.00/hr
Interface development	$120.00/hr
Installation and configuration	$120.00/hr
Training	$157.00/hr

IV. CONTRACT SUM

Pursuant to Subparagraph 7.1 of the Agreement, the "Contract Sum" under this Agreement is as follows:

Description	Year 1	Year 2	Year 3	Year 4	Year 5	Optional Year 6	Totals
One Time Costs (Section I)	$ 1,912,429.55						$ 1,912,429.55
mHUB Operations and Maintenance Fees (Section II) *	$ 97,200.00						$ 97,200.00
E-mHUB Operations and Maintenance Fees (Section II) *	$ -	$ 400,912.80	$ 400,912.80	$ 400,912.80	$ 400,912.80	$ 400,912.80	$ 2,004,564.00
Pool Dollars (Section III) *	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 600,000.00
TOTALS	**$ 2,109,629.55**	**$ 500,912.80**	**$ 500,912.80**	**$ 500,912.80**	**$ 500,912.80**	**$ 500,912.80**	**$ 4,614,193.55**

*The yearly allocations for Operations and Maintenance Fees and Pool Dollars are based upon the project timeline, as set forth in Attachment A.5 (Project Timeline). Total amounts will not change, although the yearly allocations are subject to revision.

ATTACHMENT B.1

LICENSES

E-mHUB

MARCH 2010

1. **E-mHUB System Licenses**

   Included in the Contract Sum, CONTRACTOR shall provide Licenses for the following locations:

   a. LAC+USC Medical Center Primary Medical Hub
   b. Harbor/UCLA Medical Center Primary Medical Hub
   c. Olive View/UCLA Medical Center Primary Medical Hub
   d. High Desert Multi-Ambulatory Care Center (MACC) Primary Medical Hub
   e. Martin Luther King, Jr. MACC Primary Medical Hub
   f. East San Gabriel Valley Satellite Medical Hub
   g. Department of Children and Family Services field offices, all sites present and future
   h. Health Services Administration

2. **Additional E-mHUB System Licenses, as future purchases:**

   Should COUNTY, in its sole discretion, decide to acquire additional Licenses using Pool Dollars, the License rates/fees shall be as follows:

License Type	Description	Rates/Fees
Primary	Add Primary Medical Hub location	$75,000.00 License fee for each Primary Medical Hub location + $13,500.00 per year Operations and Maintenance fees paid quarterly in advance following 30 day Warranty Period + One-time $50,000 Implementation Services fee for each Primary Medical Hub location
Satellite	Add a Satellite Medical Hub	$50,000 License fee for each Satellite Medical Hub + $9,000.00 per year Operations and Maintenance fees paid quarterly in advance following 30 day Warranty Period + One-time $25,000 Implementation Services fee for each Satellite Medical Hub

EXHIBIT C

SERVICE LEVEL REQUIREMENTS

E-mHUB Project

GENERAL

This exhibit sets forth CONTRACTOR's service level commitment with respect to the System provided by CONTRACTOR under the Agreement. CONTRACTOR shall have access via VPN to the ISD Host Site servers to accomplish required Services listed herein. Capitalized terms used in this exhibit without definition shall have the meanings given to such terms in the body of the Agreement.

CONTRACTOR shall provide Operations and Maintenance Services in accordance with the requirements set forth in the Agreement and all sections of this exhibit.

CONTRACTOR shall provide all Operations and Maintenance Services for the System from CONTRACTOR's business premises, as necessary to fulfill its obligations under the Agreement. COUNTY may reasonably determine that certain Operations and Maintenance Services will require CONTRACTOR's presence on-site, including the ISD Host Site, in which case the CONTRACTOR shall perform such Operations and Maintenance Services at COUNTY Facilities**.**

Without limiting CONTRACTOR's Operations and Maintenance Services obligations, as set forth in the Agreement and the following sections of this exhibit, CONTRACTOR shall perform the following:

1. Maintain and support all components and functionality of the m-HUB System and E-mHUB System, including but not limited to the functionality set forth in Attachment A.1 (Existing m-HUB System Requirements (Baseline Application Software)) and Attachment A.2 (Additional System Requirements (Baseline Application Modifications));
2. For a period of four (4) months subsequent to Final System Acceptance, the CONTRACTOR shall make cosmetic changes to the E-mHUB System requested by COUNTY, such that each cosmetic change request meets the following parameters:
    a. Will not impact, as reasonably determined by COUNTY, the fundamental core processing attributes of the program being modified or its core processing logic. COUNTY and CONTRACTOR agree, for avoidance of doubt, that not all changes to the Source Code will impact the fundamental core processing attributes of the program being modified or its core processing logic;
    b. Will be limited to WUI and reports;
    c. Will not exceed eight (8) hours of development time;
    d. Will not exceed six (6) requests per month;

    Beyond the four (4) month period subsequent to Final System Acceptance stated in this section 2 above, CONTRACTOR shall make cosmetic changes to the E-mHUB System requested by COUNTY, using the same parameters above except "d." in which COUNTY will be limited to three (3) change requests per month;
3. Resolve all E-mHUB System bug problems;
4. Resolve all System error code messages;

5. Develop a maximum of eight (8) new reports per Agreement year, commencing upon Final System Acceptance, where each report will not exceed forty (40) hours of development time, with a maximum of two (2) reports per month;
6. Make changes to reference/training Documentation such as spelling, and/or adding clarity to the instructions, as required by COUNTY prior to Final System Acceptance. Additionally, all Documentation shall be updated to reflect Updates (as defined in Section I below), Version Releases (as defined in Section II below), Interfaces, and/or Third Party Software upgrades, as required by COUNTY.
7. Provide Updates (as defined in Section I below) and Version Releases (as defined in Section II below), as set forth, respectively, in Section I and Section II below;
8. Provide ongoing support for the System as specified above, including support for all Updates (as defined in Section I below), Version Releases (as defined in Section II below), Interfaces, and/or Third Party Software upgrades; and provide assistance in Deficiency determination and resolution of all System Software, including Deficiencies relating to Updates (as defined in Section I below), Version Releases (as defined in Section II below), Interfaces, and/or Third Party Software upgrades; and
9. Provide ongoing support for Third Party Software as required under Section III below.

I. UPDATES

CONTRACTOR shall develop and implement:

1. System bug fixes and patches;
2. CONTRACTOR-desired System modifications, including database structure, not specifically requested by COUNTY. Any CONTRACTOR-desired System modification not specifically requested by the COUNTY shall be presented to the COUNTY's Project Manager with a written description of the benefits to COUNTY of the recommended modification. The CONTRACTOR shall take no further action with regard to the modification unless and until written approval is provided by the COUNTY's Project Manager.
3. Third Party Software upgrades as described in Section III below; and
4. Custom Modifications, including those necessary to keep current with all statutory and regulatory changes, may be requested by COUNTY, in accordance with Subparagraph 5.3 (Additional Work) of the Agreement

(Collectively, "Updates").

With the exception of Custom Modifications, CONTRACTOR shall install and support all Updates as part of Operations and Maintenance Services, at no additional cost to COUNTY.

CONTRACTOR shall test the compatibility of all Updates in an acceptable Test Environment to validate and demonstrate the viability of the Update with all impacted System Software and/or Third Party Software. Unless otherwise instructed by the COUNTY in writing, CONTRACTOR shall thereafter immediately implement and place into production all such Updates. Should COUNTY instruct CONTRACTOR to delay immediate implementation and placement into production of any Update, installation of such Update shall be performed on a date and at a time mutually agreed upon by both COUNTY and CONTRACTOR.

Additionally, CONTRACTOR shall provide to COUNTY all Documentation relating to Updates within 30 Days after the creation thereof.

Without limiting the foregoing, at any time in the future, should CONTRACTOR sell the E-mHUB System to a new customer, CONTRACTOR shall provide COUNTY all information related to any enhancements to current functionality, or new functionality, to the core E-mHUB product purchased by the new customer. COUNTY, in its sole discretion, may request that the enhancements or new functionality be incorporated into the E-mHUB System. Upon such request by the COUNTY, CONTRACTOR shall provide COUNTY with a written proposal in accordance with Subparagraph 5.32 of the Agreement. CONTRACTOR's written proposal pursuant to Subparagraph 5.32 of the Agreement shall include costs applicable only to implementing the new functionality within the E-mHUB System and shall not include any developmental costs. The obligations of CONTRACTOR, as set forth in this paragraph, shall also apply to any enhancements or new functionality which is later added to an E-mHUB product delivered to a new customer.

II. VERSION RELEASES AND SUPPORT

In addition to CONTRACTOR's obligation to provide and support Updates as described above, should CONTRACTOR determine that an Update (or accumulation of Updates) or other major modifications to the E-mHUB System are significant enough as to necessitate assigning a new and unique version name or number to the System Software ("Version Release"), CONTRACTOR shall install and support any such new Version Release(s) as a part of Operations and Maintenance Services, at no additional cost to COUNTY over and above what the COUNTY may have already paid for Additional Work that may be a component of such Version Releases. CONTRACTOR shall provide the same Operations and Maintenance Services for the then current Version Release as for all prior Version Releases. In the event that the Production Environment and Test Environment are not running on the same Version Release, CONTRACTOR shall support both environments.

CONTRACTOR shall test the compatibility of all Version Releases in an acceptable Test Environment to validate and demonstrate the viability of the Version Release with all impacted System Software and/or Third Party Software. Unless otherwise instructed by the COUNTY in writing, CONTRACTOR shall thereafter immediately implement and place into production all such new Version Releases. Should COUNTY instruct CONTRACTOR to delay immediate implementation and placement into production of any Version Release, installation of such

Version Release shall be performed on a date and at a time mutually agreed upon by both COUNTY and CONTRACTOR.

Additionally, CONTRACTOR shall provide to COUNTY all Documentation relating to Version Releases within 30 Days after the creation thereof.

III. THIRD PARTY SOFTWARE

CONTRACTOR shall provide ongoing maintenance of the E-mHUB System's compatibility with BizTalk. The ISD Host Site will be responsible for maintenance and support of OS, SQL, security/virus, and VPN.

Without limiting the foregoing, CONTRACTOR shall be responsible for:

1. Installation and integration of BizTalk including all patches and upgrades when acquired by COUNTY;
2. Troubleshooting issues that trace back, in whole or in part, to BizTalk;
3. Installing and integrating patches and/or upgrades for any other Third Party Software that COUNTY may need to acquire for supporting additional hardware purchases (e.g., Kofax) and/or Custom Modifications to the E-mHUB System; and
4. Alerting COUNTY when Third Party Software upgrades are required. COUNTY may use Pool Dollars to purchase the upgrades.

COUNTY will reasonably determine whether maintenance requirements related to Third Party Software is the responsibility of the CONTRACTOR or COUNTY.

CONTRACTOR shall collaborate with COUNTY on ISD Host Site supported software. COUNTY will coordinate with the CONTRACTOR to test the E-mHUB System when the ISD Host Site installs patches or upgrades that may affect E-mHUB System operations. Such testing shall be included as part of routine Operations and Maintenance Services at no additional cost to COUNTY.

Prior to the installation of any Updates, future Interfaces or new Version Releases to the E-mHUB System, CONTRACTOR shall test the compatibility of same in an acceptable Test Environment to validate and demonstrate the viability of the change with all impacted System Software and/or Third Party Software before seeking authorization from the COUNTY's Project Manager to install the Update, Interface or Version Release into the Production Environment.

IV. HOSTING SUPPORT

A. Hardware Maintenance

Without limiting CONTRACTOR's obligations under the Agreement, including but not limited to Subparagraph 10.3.11, and Deliverable 11.2 (E-mHUB System Certified on ISD Host Site Hardware) of Exhibit A (Statement of Work), CONTRACTOR shall inform COUNTY of any

performance problems related to System Hardware and recommend modifications needed to resolve such problems. CONTRACTOR shall work cooperatively with COUNTY to resolve all hardware issues.

B. Performance

Subject to provisions in Section VI (Problem Resolution) below, CONTRACTOR shall evaluate and report System performance relating to the agreed upon System performance warranty as set forth in Section VII (System Performance Warranty) below on a monthly basis, or as may be requested more frequently by the COUNTY, not to exceed two (2) requests per month.

CONTRACTOR shall use industry recognized remote management and performance tools (RMPT) to actively monitor the System, including server and System performance indicators. CONTRACTOR shall log any identified Deficiencies, whether discovered and reported by CONTRACTOR or COUNTY, impacting the performance or operational integrity of the System or ISD Host Site within the CONTRACTOR's problem management system (PMS) and shall document all corrective action taken to correct the Deficiencies.

C. Downtime

1. Unscheduled Downtime

Unscheduled downtime ("Unscheduled Downtime") shall mean any time during which any User at any licensed site as set forth in Section 1 (E-mHUB System Licenses) of Attachment B.1 (Licenses), or any additional licensed site as may be acquired by COUNTY, cannot use the System. Unscheduled Downtime does not include Scheduled Downtime. Measurement of Unscheduled Downtime begins when COUNTY notifies CONTRACTOR of the existence of Unscheduled Downtime. CONTRACTOR will immediately issue and log a "Problem Management" (PM) ticket upon confirmation of any Unscheduled Downtime condition. Unscheduled Downtime ends when the COUNTY reasonably determines that the System is operational and restored for User access.

If COUNTY, in its sole discretion, later determines that the Unscheduled Downtime resulted solely from a failure of the System Hardware and/or the COUNTY supported network, and is not attributable in any way to the System Software, CONTRACTOR shall not be held responsible for such Unscheduled Downtime.

2. Scheduled Downtime

Scheduled downtime ("Scheduled Downtime") shall mean all time that the System cannot be accessed due to scheduled maintenance including, but not limited to, preventative maintenance, installation of Updates, patches, and hardware upgrades,

scheduled reboots and restarts. CONTRACTOR shall work with COUNTY to determine mutually agreeable times for Scheduled Downtime.

D. System Backup and Disaster Recovery

The ISD Host Site will provide CONTRACTOR with its disaster recovery procedures. Based on the ISD Host Site plan, CONTRACTOR shall establish procedures to follow in the event of a disaster and submit to COUNTY Project Manager for written approval. CONTRACTOR shall collaborate with COUNTY on disaster recovery efforts as necessary. CONTRACTOR, at the discretion of COUNTY, may be required to participate in disaster recovery activities on-site.

Disaster tests shall be performed minimally once a year, or as requested by COUNTY and agreed to by CONTRACTOR, but not to exceed twice a year.

V. SYSTEM SUPPORT

CONTRACTOR shall provide continuous Operations and Maintenance Services during the support hours, as set forth in Section VI A below, including, without limitation, through a customer support center. Such operational support shall include support services to correct any problems and to remedy Deficiencies in such a way that the System shall operate in accordance with the Requirements and Specifications, including the functional Requirements and System performance Requirements.

VI. PROBLEM RESOLUTION

A. Identification of Deficiencies

The Deficiencies under this Agreement may be identified either as a result of CONTRACTOR's use of its RMPT or as discovered by COUNTY or CONTRACTOR. Upon discovery of a Deficiency by COUNTY, COUNTY will report the Deficiency to CONTRACTOR for resolution in accordance with this Exhibit C.

COUNTY will report any discovered System Deficiencies to CONTRACTOR's customer support center during support hours via telephone at (800) 519-8949 or as otherwise agreed upon by COUNTY and CONTRACTOR in writing. CONTRACTOR shall provide 24/7 support that includes, at a minimum, maintaining a staffed customer support center during the business hours of 7:00 a.m. to 6:00 p.m., Monday through Friday excluding COUNTY designated holidays. During non-business hours, CONTRACTOR shall have a business process in place, as agreed to by COUNTY in writing, to address and resolve all Deficiencies within the resolution time requirements, as set forth in Section B below.

Should CONTRACTOR identify or otherwise become aware of any Deficiency of which it has reason to believe COUNTY is not aware, CONTRACTOR shall immediately inform COUNTY's Project Manager during normal business hours, as stated above, of the existence of such

Deficiency and shall advise COUNTY as to what actions it has taken or plans to take to remedy it.

B. Priority Level Deficiencies

COUNTY, in its sole discretion, will assign one of the priority levels specified below to each incident of Deficiency reported by COUNTY to CONTRACTOR's customer support center and/or entered in CONTRACTOR's PMS. COUNTY will investigate each Deficiency and determine whether such Deficiency resulted solely from a failure of the COUNTY supported network. CONTRACTOR shall not be responsible for Deficiencies where COUNTY reasonably determines that the cause of the Deficiency was not the fault of the CONTRACTOR. As to all other Deficiencies, CONTRACTOR shall resolve each documented Deficiency within the resolution time as specified below. Resolution times shall start tolling either when (i) COUNTY notifies CONTRACTOR of a Deficiency by telephone or otherwise, including CONTRACTOR's customer support center, or (ii) CONTRACTOR enters the Deficiency in the PMS, whichever is earlier, and shall end when CONTRACTOR notifies COUNTY, and COUNTY reasonably determines that the Deficiency has been resolved. In the event that COUNTY later determines that the Deficiency was not the fault of the CONTRACTOR, the CONTRACTOR shall not be held responsible and no Credits will be assessed.

PRIORITY	DESCRIPTION OF DEFICIENCY	RESOLUTION TIME REQUIREMENT (SUBJECT TO ESCALATION BY COUNTY)
LEVEL 1	Widespread System unavailability; and/or. Production Environment of the System is experiencing Unscheduled Downtime; and/or the E-mHUB System is completely or functionally inoperable (e.g., extremely slow System response times); and/or a major operational impact on COUNTY has occurred, potentially posing a risk to patient care.	Four (4) business hours
LEVEL 2	A problem that severely degrades performance of any System component, and/or restricts the use of one or more features of the E-mHUB System to perform business functions but does not completely restrict usage of the E-mHUB System (e.g., unacceptable System response time, intrusion-related problems); and/or Users can use Application Software, but an important function of Application Software is not available; and/or operations are severely impacted, potentially posing a risk to patient care.	Eight (8) business hours

PRIORITY	DESCRIPTION OF DEFICIENCY	RESOLUTION TIME REQUIREMENT (SUBJECT TO ESCALATION BY COUNTY)
LEVEL 3	A problem that causes only a minor impact on the use of the E-mHUB System or its performance. The problem can be easily circumvented, but causes some functional restrictions. It does not have a critical or severe impact on operations or patient care.	One (1) week
LEVEL 4	A low impact problem that is not significant to operations, but is a functional issue or creates some unacceptable conditions(s) or potential for error.	As mutually agreed upon by COUNTY and CONTRACTOR

C. Resolution of Deficiencies

1. Resolution Process

The following shall be the process for tracking and/or resolving Deficiencies:

a. CONTRACTOR shall utilize its own PMS for Deficiency reporting and tracking.;

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. For any Deficiency reported by COUNTY or discovered by CONTRACTOR, CONTRACTOR shall immediately, no later than within one (1) hour of discovery, commence corrective action. CONTRACTOR shall correct all Deficiencies within the resolution times as specified in Section B. (Priority Level 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; and

e. CONTRACTOR shall address each reported or identified incident in accordance with this exhibit.

2. Escalation

   Without limiting COUNTY's rights, as set forth in the Agreement and this exhibit, including but not limited to COUNTY's right to assess credits against CONTRACTOR, COUNTY or CONTRACTOR may escalate a Deficiency's priority level as necessary for resolution. CONTRACTOR shall assist COUNTY with all aspects of Deficiency resolution and escalation, as required by COUNTY.

   If a priority level Deficiency is not resolved within the applicable resolution time set forth in Section IV.B (Priority Level Deficiencies), in addition to other remedies available to COUNTY, CONTRACTOR shall escalate the problem to the next higher level of technical support within CONTRACTOR's organization. COUNTY may also, at any time, escalate any priority level Deficiency within CONTRACTOR's organization.

3. Resolution

   CONTRACTOR shall assign a CONTRACTOR technical support team member to diagnose and determine the course of action to resolve Deficiencies 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 priority level 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.

VII. SYSTEM PERFORMANCE WARRANTY

CONTRACTOR represents, warrants, covenants, and agrees that, throughout the term of the Agreement, the System shall meet the System performance Requirements specified as follows:

A. System Availability Warranty

   The System shall be available 99.9% of the time during any given month. System availability for a given month is measured using the following formula:

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

   All time shall be measured in one-minute increments with fractions truncated. One month shall be defined as a calendar month. For purposes of the 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.

B. System Response Time Warranty

The System shall:

1. Deliver a selected patient record in five (5) seconds or less, on average, as measured over a sixty (60) minute period, from the time a User selects a patient record from the search screen;
2. Deliver the System response time of the WUI in ten (10) seconds or less, on average, as measured over a sixty (60) minute period, from the time a User navigates from one screen to another or saves a record and continues to work in the System;
3. Deliver the System response time of a medical provider approving a 561(a) form(s), as set forth in Requirements 93 through 103 of Attachment A.2 (Additional System Requirements (Baseline Application Modifications)), in one (1) minute or less, on average, per 561(a) form, as measured per day;
4. Deliver the System response time of an incoming DCFS electronic referral, as set forth in Requirements 155 through 167 of Attachment A.2 (Additional System Requirements (Baseline Application Modifications)), in two (2) minutes or less, on average, as measured per day;
5. Deliver the System response time of an "Appointment Status" notification, as set forth in Requirements 252 through 254 of Attachment A.2 (Additional System Requirements (Baseline Application Modifications)), in twenty (20) seconds or less, on average, per notification, as measured per day;
6. Deliver the System response time of generating Medical Hub statistical report(s), as set forth in Requirements 265 through 266 of Attachment A.2 (Additional System Requirements (Baseline Application Modifications)), in five (5) minutes or less, on average, for every month of data when reports are run within the mutually agreed upon reporting cycle, as measured per day;
7. Deliver the System response time of generating enterprise statistical report(s), as set forth in Requirements 268 through 269 of Attachment A.2 (Additional System Requirements (Baseline Application Modifications)), in ten (10) minutes or less, on average, per every month of data when reports are run within the mutually agreed upon reporting cycle, as measured per day;
8. Deliver the System response time of the System displaying the scanned CalEMA document package on the WUI upon the completion of Requirements 339 through 340 of Attachment A.2 (Additional System Requirements (Baseline Application Modifications)), in twenty (20) seconds or less, on average, per CalEMA document package, as measured per day; and
9. Deliver the System response time of processing the quality assured CalEMA document package(s), as set forth in Requirements 341 through 348 of Attachment A.2 (Additional System Requirements (Baseline Application Modifications)), in one (1) minute or less, on

average, per PDF document package or in multiples of the number of CalEMA document packages processed, as measured per day.

System response time will be measured exclusive of reporting services impacting System resources. COUNTY, in its sole discretion, will determine whether either of the following conditions exist, in which case the System response time warranty will not apply and Credits will not be assessed:

a. The System is undergoing an Acceptance Test or other System test agreed to by the parties, disaster recovery, or other non-operational System condition; and

b. Any Unscheduled Downtime resulted solely from a failure of the System Hardware, Operating Systems Software, the COUNTY supported environment, and/or Third Party Software that has not been approved by CONTRACTOR. In all cases, CONTRACTOR shall work closely with the ISD Host Site to provide assistance in the identification of the cause of the Deficiency and the correction of the System Hardware/Software infrastructure for the full resumption of the E-mHUB System.

The System response time warranty shall apply for up to 300 concurrent E-mHUB Users. As used herein, the term "concurrent users" means the identified number of Users logged onto the System simultaneously under normal operational conditions as defined by that User's role as set forth in A.2.2 – (Role-Based Access and Responsibilities Matrix for DHS Medical Hubs and DCFS)

In the event that the System does not satisfy the System response time warranty, CONTRACTOR shall immediately commence System diagnostics upon 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 five (5) days (i.e., 120 hours), the System shall be considered to be experiencing Unscheduled Downtime for purposes of the System availability warranty and assessment of Credits.

VIII. REMEDIES AND CREDITS

CONTRACTOR's failure to correct priority level Deficiencies within the applicable prescribed resolution time Requirement set forth in Section VII.B (Priority Level Deficiencies) or to meet the System availability warranty and System response time warranty specified above shall entitle COUNTY to the remedies set forth below.

A. System Availability Deficiencies

In the event that CONTRACTOR is unable to meet the System availability warranty as set forth in Section VII.A (System Availability Warranty) in any particular month, COUNTY is

entitled to Credits and CONTRACTOR shall discount the applicable Operations and Maintenance Fees as follows:

System Availability / Month	Hourly Unscheduled Downtime Range / Month	Credit Percentage
98.9% ≤ x < 100%	0:00 – 8:00 hours	None
97.9% ≤ x < 98.9%	8:01 –15:00 hours	5%
95.9% ≤ x < 97.9%	15:01 – 29:00 hours	15%
93.9% ≤ x < 95.9%	29:01 – 44:00 hours	35%
91.9% ≤ x < 93.9%	44:01 – 58:00 hours	45%
89.9% ≤ x < 91.9%	58:01 – 72:00 hours	50%
87.9% ≤ x < 89.9%	72:01 – 87:00 hours	60%
85.9% ≤ x < 87.9%	87:01 – 101:00 hours	75%
x < 85.9%	Beyond 101:00 hours	Fee Waived for that Month

B. System Response Time Deficiencies and Credits

In the event that CONTRACTOR is unable to meet the System Response Time warranty specified in Section VII.B (System Response Time Warranty) in any particular month, COUNTY will be entitled to Credits. The Credits shall be calculated in accordance with Section IX.A (System Availability Deficiencies).

C. Priority Level Deficiencies

Without limiting COUNTY's rights, as set forth in the Agreement and this exhibit, including but not limited to COUNTY's right to assess credits against CONTRACTOR, in the event that CONTRACTOR fails to correct a priority level Deficiency within the resolution time requirements set forth in Section VII.B (Priority Level Deficiencies) above, COUNTY may immediately escalate the Deficiency to the highest level of support within CONTRACTOR's organization.

EXHIBIT D

Contractor’s EEO Certification

Contractor's EEO Certification

Saga Technologies, Inc
Contractor's Name
200 S. Garfield Avenue, Suite 102F, Alhambra, CA 91801
Address
95-4816549
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.	☐	☐

Jason Xue – President Saga Technologies

Signature

Date

EXHIBIT G

Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY AND ASSIGNMENT OF RIGHTS AGREEMENT

AGREEMENT NAME & NUMBER: _____

CONTRACTOR/EMPLOYER NAME: _____

GENERAL INFORMATION:

Your employer referenced above ("Contractor") has entered into the above-referenced Agreement with the County of Los Angeles ("County") to perform work under the Agreement or has entered into a subcontract to perform such work. The County requires your signature on this Acknowledgement, Confidentiality & Assignment Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor is my sole employer for purposes of the above-referenced Agreement. I understand and agree that I must rely exclusively upon Contractor for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Agreement.

I understand and agree that I am not an employee of the County for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County by virtue of my performance of work under and as defined in the above-referenced Agreement. I understand and agree that I 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, including, without limitation, the above-referenced Agreement.

CONFIDENTIALITY AGREEMENT:

I acknowledge that because I may be involved with work pertaining to services provided by the County and I may have access to confidential data and information of County and/or its constituents, including, without limitation, the Confidential Information defined below. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County, including, without limitation, the Confidential Information. I understand that the County has a legal obligation to protect all such confidential data and information in its possession and that if I am involved in County Work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I must sign this Acknowledgement, Confidentiality & Assignment Agreement as a condition of my work to be provided by Contractor for the County.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Agreement, including, without limitation, the Confidential Information. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor or such other responsible member of Contractor's staff as Contractor designates to me.

I agree to protect this data and information, including, without limitation, the Confidential Information, against disclosure to any person or entity other than Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor or such other responsible member of Contractor's staff as Contractor designates to me any and all violations of the above-referenced Agreement by myself and/or by any other person of which I become aware. I agree to return all such data and information, including, without limitation, the Confidential Information, to my immediate supervisor or such other responsible member of Contractor's staff as Contractor designates to me upon completion of the above-referenced Agreement, or termination of my employment with Contractor, whichever occurs first.

ASSIGNMENT OF PROPRIETARY RIGHTS:

As used in this document, "Works" means (i) any inventions, trade secrets, ideas, original works of authorship or Confidential Information that I conceive, develop, discover or make in whole or in part during my employment with Contractor which relates to the above-referenced Agreement, (ii) any inventions, trade secrets, ideas, original works of authorship or Confidential Information that I conceive, develop, discover or make in whole or in part during or after my employment with Contractor which are made through the use of any of Contractor's equipment, facilities, supplies, trade secrets or time, or which result from any work I perform for Contractor, and (iii) any part or aspect of any of the foregoing. "Confidential Information" means all information or material disclosed to or known by me as a consequence of my employment with Contractor, including third party information or information disclosed by County that Contractor treats as confidential, and any information disclosed to or developed by me or embodied in or relating to the Works.

All Works shall belong exclusively to Contractor whether or not fixed in a tangible medium of expression. Without limiting the foregoing, to the maximum extent permitted under applicable law, all Works shall be deemed to be "works made for hire" under the United States Copyright Act, and Contractor shall be deemed to be the author thereof.

If and to the extent any Works are determined not to constitute "works made for hire," or if any rights in the Works do not accrue to Contractor as a work made for hire, I irrevocably assign and transfer to Contractor to the maximum extent permitted by law all right, title and interest in the Works, including but not limited to all copyrights, patents, trade secret rights, and other proprietary rights in or relating to the Works. Without limiting the foregoing, I irrevocably assign and transfer to Contractor all economic rights to the Works, including without limitation the exclusive and unrestricted right to reproduce, manufacture, use, adapt, modify, publish, distribute, sublicense, publicly perform and communicate, translate, lease, import, export, transfer, convey and otherwise exploit the Works.

I expressly acknowledge and agree that I wish to remain anonymous and not to have my name or any pseudonym used in connection with the Works.

I expressly approve any and all modifications, uses, publications and other exploitation of the Works that Contractor or any successor or transferee of Contractor may elect to make, and I expressly agree that no such modifications, uses, publications or exploitations will or may cause harm to my honor or reputation, or will be deemed to constitute a distortion or mutilation of the Works.

I agree to provide any assistance reasonably requested by Contractor, now and in the future, to obtain United States or foreign letters patent and copyright registrations covering inventions and original works of authorship belonging or assigned to Contractor. I shall execute any transfers of ownership of letters patent or assignments of copyrights or other proprietary rights transferred or assigned hereunder (including short form assignments intended for recording with the U.S. Copyright Office, the U.S. Patent and Trademark Office, or any other entity). If Contractor is unable for any reason whatsoever, including my mental or physical incapacity, to secure my signature to apply for or to pursue any application for any United States or foreign letters patent or copyright registrations or on any document transferring or assigning any patent, copyright or other proprietary right that I am obligated to transfer or assign, I irrevocably designate and appoint Contractor and its duly authorized officers and agents as my agent and attorney in fact, to act for, and on my behalf and stead, to execute and file any such applications and documents and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations or transfers or assignments thereof or of any other proprietary rights with the same legal force and effect as if executed by me. This appointment is coupled with an interest and is irrevocable.

This Acknowledgement, Confidentiality & Assignment Agreement shall be construed in accordance with the provisions of Section 2870 of the California Labor Code (the text of which follows) relating to inventions made by an employee. Accordingly, this Acknowledgement, Confidentiality & Assignment Agreement is not intended and shall not be interpreted to assign to or vest in Contractor any of my rights in any inventions developed entirely on my own time without using Contractor's equipment, supplies, facilities, or trade secret information, except for those inventions that either relate at the time of conception or reduction to practice of the invention to Contractor's business or the actual or demonstrably anticipated research or development of Contractor, or result from any work I performed for Contractor.

California Labor Code Section 2870. Employment Agreements; Assignment of Rights

(a) Any provision in an employment agreement which provides that an employee shall assign or offer to assign any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

I acknowledge that violation of this document may subject me to civil and/or criminal action and that the County may seek all possible legal redress.

Signed: _____ Dated: _____/_____/_____

Printed: _____

Position: _____

EXHIBIT H

JURY SERVICE ORDINANCE

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The Board of Supervisors makes the following findings. The County of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the County of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the County of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a

successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "Full time" means 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 the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the agreement, and/or,

2. Pursuant to chapter 2.202, seek the debarment of the CONTRACTOR. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

   1. Has ten or fewer employees during the contract period; and,

   2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

   3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

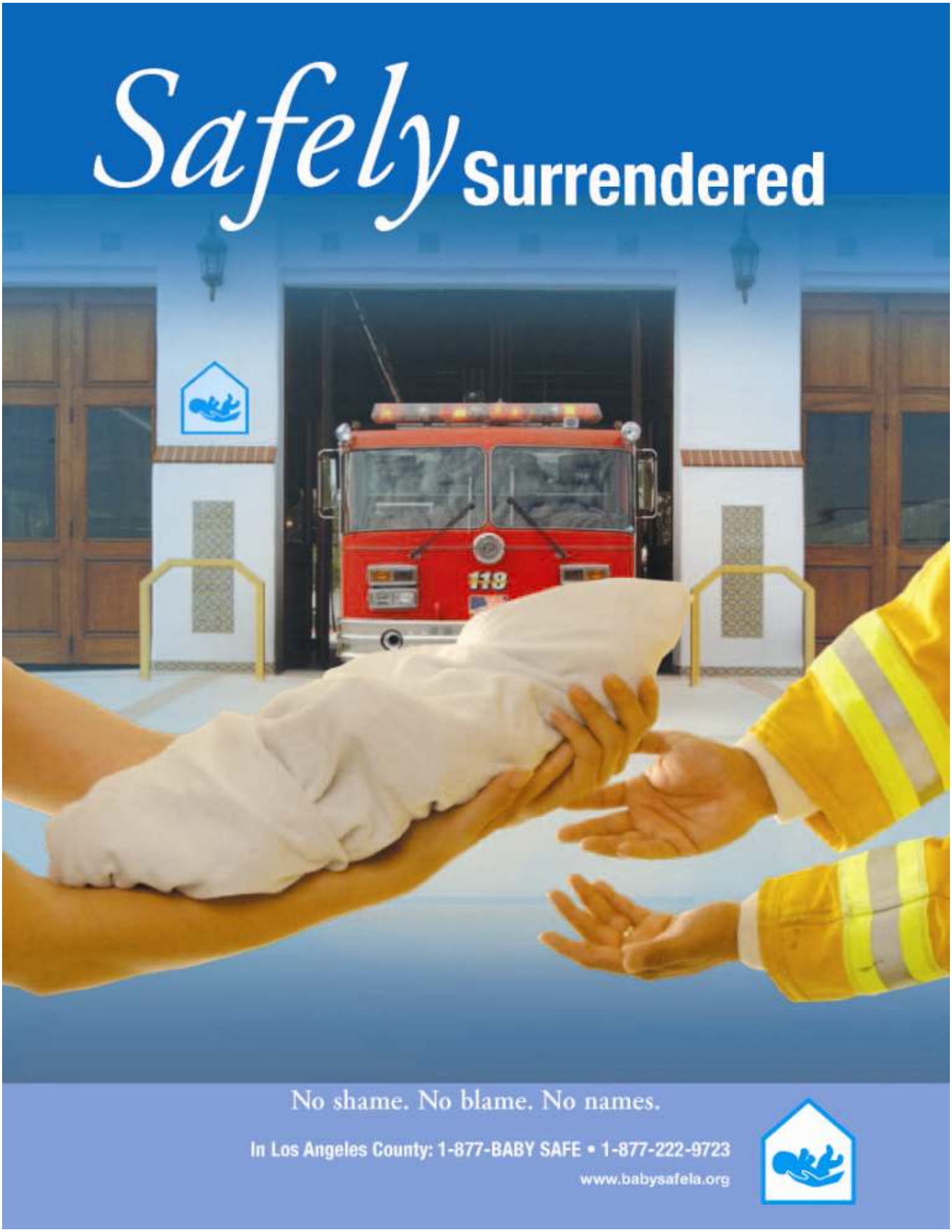
"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

EXHIBIT I

Safely Surrendered Baby Law


Safely Surrendered
118
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723
www.babysafela.org

Safely Surrendered *Baby Law*

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered 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 surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign 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, staff 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 or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby 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?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

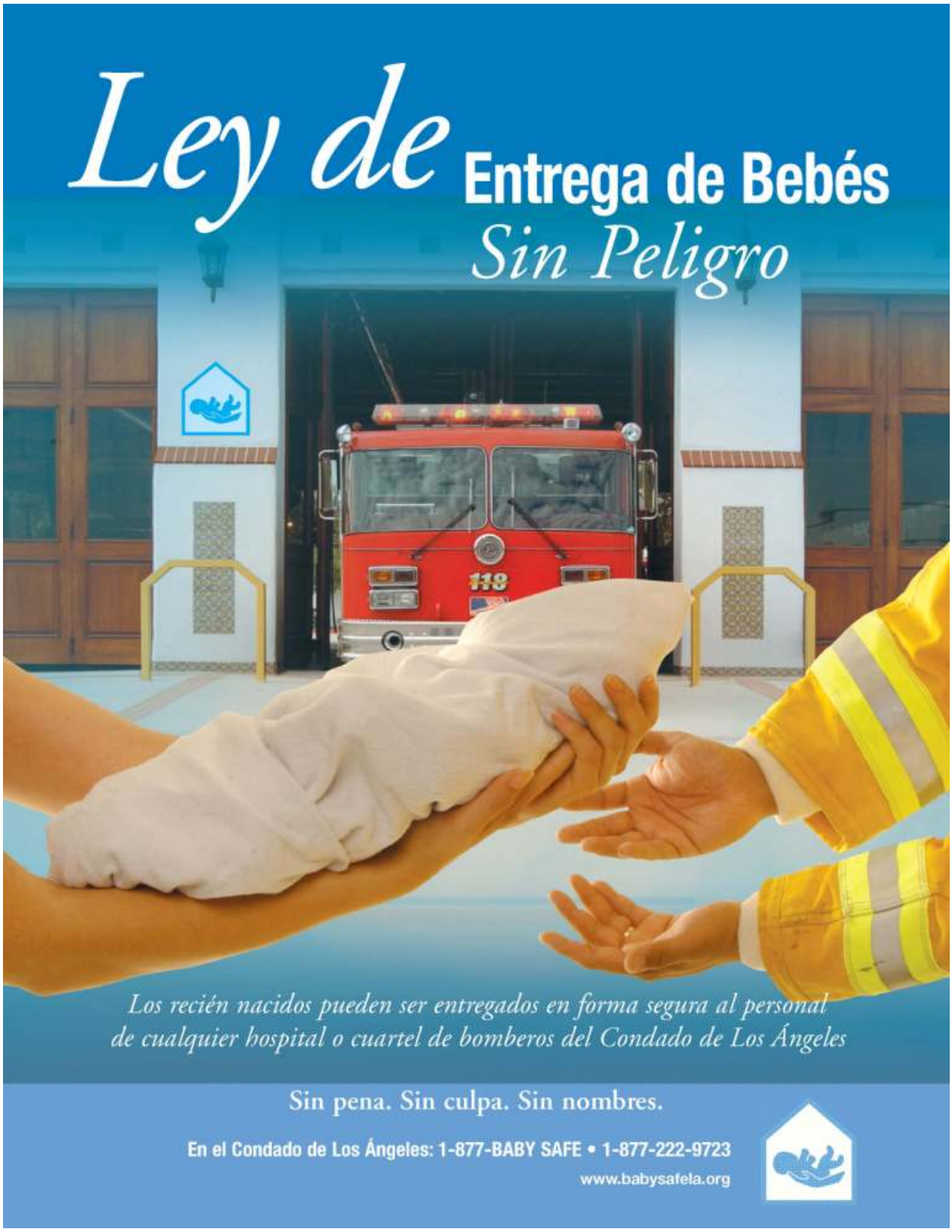
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the **Safely Surrendered Baby Law** is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents 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 no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The **Safely Surrendered Baby Law** prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.


Ley de Entrega de Bebés
Sin Peligro
118
Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles
Sin pena. Sin culpa. Sin nombres.
En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Ley de Entrega de Bebés *Sin Peligro*

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿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 (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. 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 o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar 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 Ángeles al **1-800-540-4000**.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal.*

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la **Ley de Entrega de Bebés sin Peligro** es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La **Ley de Entrega de Bebés sin Peligro** impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

EXHIBIT J

FORM OF WORK ORDER

FORM OF WORK ORDER

This Work Order ("Work Order"), dated on the _____ day of ____, 20[__] and mutually agreed upon by County of Los Angeles ("County") and [_____], a [_____] with its principal place of business at [_____] ("Contractor"), shall be governed by that certain Agreement for Enterprise-mHUB System (together with all exhibits, attachments and schedules thereto, "Agreement") by and between the County and Contractor effective as of [_____, 2008]. Capitalized terms in this Work Order not otherwise defined herein shall have the same meanings as set forth in the Agreement.

1. Work: Pursuant to the provisions of the Agreement and this Work Order, Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, goods, services and other work as set forth in Attachment 1 – Additional Statement of Work to this Work Order. All such tasks, deliverables, goods, services and other work shall constitute "Additional Work" under the Agreement for all purposes, including with respect to Contractor's warranty and Operations and Maintenance Services obligations.

[2. Software: Attachment 2 – Additional Description of Software to this Work Order includes a schedule of all computer programs conceived, created and/or developed by or on behalf of Contractor pursuant to Attachment 1 – Additional Statement of Work to this Work Order. Attachment 2 also includes any additional Specifications and Requirements applicable to such Software. All such computer programs conceived, created and/or developed by or on behalf of Contractor pursuant to Attachment 1 – Additional Statement of Work to this Work Order shall constitute "Additional Software Components" and "Software" under the Agreement for all purposes, including with respect to Contractor's warranty and Operations and Maintenance Services obligations. None of such Software is owned by third parties except as indicated on Attachment 2 (such Software constituting "Third Party Software" under the Agreement for all purposes.]

3. Pricing and Schedule of Payments: Contractor's "not to exceed" price for all tasks, deliverables, goods, services and other work set forth in Attachment 1 – Additional Statement of Work to this Work Order is [$_____], which shall be payable by County in accordance with Attachment 3 – Payment Schedule to this Work Order and Paragraph 5.0 – Pricing; Invoicing and Payments of the Agreement. Contractor represents and warrants that such "not to exceed" pricing (a) is based upon an estimation of personnel hours of [____] and Out-of-Pocket Expenses of [$_____], and (b) is calculated using the applicable rates set forth in Exhibit B – Pricing Schedule to the Agreement. All such tasks, deliverables, goods, services and other work [shall be supported by Contractor in accordance with Exhibit F – Operations and Maintenance Services to the Agreement at no additional cost to County other than the O Operations and Maintenance Fees].

4. Project Schedule: Attachment 4 – Additional Project Schedule to this Work Order sets forth the time frame in which Contractor shall complete and deliver all tasks, deliverables, goods, services and other work described in Attachment 1 – Additional Statement of Work to this Work Order.

5. Acceptance: [Attachment 5 – Acceptance Tests to this Work Order sets forth the Acceptance Tests applicable to all tasks, deliverables, goods, services and other work described in Attachment 1 – Additional Statement of Work to this Work Order.] Contractor shall achieve "Acceptance" in respect of all tasks, deliverables, goods, services and other work described in Attachment 1 – Additional Statement of Work upon occurrence of all of the following: (a) Contractor has successfully completed and delivered all such tasks, deliverables, goods, services and other work and County Project Director has verified such successful completion and delivery; (b) Contractor has successfully completed all applicable Acceptance Tests, and County Project Director has verified such successful completion; (c) [INSERT ANY ADDITIONAL CRITERIA]; and (d) Contractor has completed and delivered to County Project Director, and County Project Director has countersigned, the applicable Work Acceptance Certificate.

6. Delivery of Goods: All Additional Software Components shall be delivered in electronic format to the test environment provided by Contractor under Exhibit A – Statement of Work for Acceptance Testing pursuant to this Work Order. After Acceptance, all Software shall be available for Production Use from within Contractor's hosted environment and maintained by Contractor under Operations and Maintenance Services. All Documentation will be made available to County as required under this Agreement only in electronic format.

7. Effect on Contract: This Work Order, Contractor's performance hereunder and all tasks, deliverables, goods, services and/or other work delivered by Contractor with respect hereto, shall be subject to the terms and conditions of the Agreement in addition to the terms and conditions of this Work Order, including any applicable performance and/or service level standards set forth in the Agreement. All terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between the provisions of the Agreement and the provisions of this Work Order, the provisions of the Agreement shall govern.

* * *

Authorized representatives of both County and Contractor have signed this Work Order to indicate their acceptance thereof as of the date first above written.*

CONTRACTOR:

Signature: _____

Printed Name: _____

DEPARTMENT OF HEALTH SERVICES:

Signature: _____

Printed Name: _____

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED:

CHIEF EXECUTIVE OFFICER

By: _____

Printed Name: _____

* NOTE: The signature page to this Exhibit J – Form of Work Order is prepared assuming the maximum amount payable by County to Contractor under the Work Order will not exceed $[_____] (see Subparagraph 8.1 of the body of the Agreement). For each Work Order that exceeds $[_____], an Amendment will have to be prepared under Subparagraph 8.1 substantially in the form of this Exhibit J – Form of Work Order, which is executed by County's Board of Supervisors and an authorized representative of Contractor and approved as to form by County Counsel.

EXHIBIT M

Invoice Discrepancy Report

INVOICE DISCREPANCY REPORT

1. **ISSUE:**

Today's Date: _____

Contractor: _____

Phone Number: _____

Name: _____

Date of Subject Invoice: _____

Invoice Number of Subject Invoice: _____

Total Value of Subject Invoice: _____

Disputed Value of Subject Invoice: _____

Description of Disputed Charges: _____

_____

_____

_____

2. REVIEWED/SIGNED:

Signed: _____ Date: _____

County Project Director (CPD)

3. CONTRACTOR RESPONSE (completed by Contractor's Project Manager):

Date received from CPD: _____

Explanation regarding Disputed Charges: _____

_____

_____

_____

Corrective Action Taken: _____

_____

_____

_____

Signed: _____ Date: _____

Contractor Project Director

EXHIBIT N

BUSINESS ASSOCIATE AGREEMENT

CONTRACTOR'S OBLIGATIONS AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (BUSINESS ASSOCIATE AGREEMENT)

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services.

Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (together, the "Privacy and Security Regulations"). The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate ("Business Associate Agreement") 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.

Further, pursuant to the Health Information Technology for Economic and Clinical Health Act, Title XIII and Title IV of Division B of Public Law 111-005 ("HITECH Act"), effective February 17, 2010, certain provisions of the HIPAA Privacy and Security Regulations apply to Business Associates in the same manner as they apply to Covered Entity and such provisions must be incorporated into the Business Associate Agreement.

This Business Associate Agreement and the following provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Business Associate in compliance with HIPAA's Privacy and Security Regulations and the HITECH Act, as they now exist or may hereafter be amended.

Therefore, the parties agree as follows:

DEFINITIONS

1.1 "Breach" has the same meaning as the term "breach" in 45 C.F.R. § 164.402.

1.2 "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.

1.3 "Electronic Health Record" has the same meaning as the term "electronic health record" in the HITECH Act, 42 U.S.C. section 17921. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

1.4 "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.

1.5 "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; (ii) maintained in electronic media.

1.6 "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).

1.7 "Minimum Necessary" refers to the minimum necessary standard in 45 C.F.R. § 162.502 (b) as in effect or as amended.

1.8 "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164, also referred to as the Privacy Regulations.

1.9 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, 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.

1.10 "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 a government program providing benefits.

1.11 "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.

1.12 "Security Rule" means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 Code of Federal Regulations (C.F.R.) Part 160 and 164.

1.13 "Services" has the same meaning as in the body of this Agreement.

1.14 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.

1.15 "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.

1.16 Terms used, but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall Use and Disclose Protected Health Information only as necessary to perform the Services, and as provided in Sections 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 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 or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so Used or Disclosed by Covered Entity.

2.2 Prohibited Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall not Use or Disclose Protected Health Information for fundraising or marketing purposes.

(b) shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the Individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates.

(c) shall not directly or indirectly receive payment in exchange for Protected

Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. This prohibition shall not affect payment by Covered Entity to Business Associate. Covered Entity shall not provide such written consent except upon express approval of the departmental privacy officer and only to the extent permitted by law, including HIPAA and the HITECH Act.

2.3 Adequate Safeguards for Protected Health Information. Business Associate:

(a) 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 Business Associate Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the Minimum Necessary in accordance with the Privacy Regulation's minimum necessary standard as in effect or as amended.

(b) as to Electronic Protected 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; effective February 17, 2010, said safeguards shall be in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312, and shall comply with the Security Rule's policies and procedure and documentation requirements.

2.4 Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of Unsecured Protected Health Information. Business Associate

(a) shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives, Agents, subcontractors, or other parties under Business Associate's control with access to Protected Health Information but which is not specifically permitted by this Business Associate Agreement or otherwise required by law.

(b) shall report to Covered Entity each Security Incident of which Business Associate becomes aware.

(c) shall notify Covered Entity of each Breach by Business Associate, its employees, representatives, agents or subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business

Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Business Associate as determined in accordance with the federal common law of agency.

2.4.1 Immediate Telephonic Report. Except as provided in Section 2.4.3, notification shall be made immediately upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information by telephone call to (562) 940-3335.

2.4.2 Written Report. Except as provided in Section 2.4.3, the initial telephonic notification shall be followed by written notification made without unreasonable delay and in no event later than three (3) business days from the date of discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Business Associate to the Chief Privacy Officer at:

Chief Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple Street
Suite 525
Los Angeles, California 90012
HIPAA@auditor.lacounty.gov
(213) 974-2166

(a) The notification required by section 2.4 shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used, or Disclosed; and

(b) the notification required by section 2.4 shall include, to the extent possible, all information required to provide notification to the Individual under 45 C.F.R. 164.404(c), including:

(i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

(ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name,

social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(iii) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;

(iv) Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;

(v) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and

(vi) The name and contact information for the person most knowledge regarding the facts and circumstances of the Breach.

If Business Associate is not able to provide the information specified in section 2.3.2 (a) or (b) at the time of the notification required by section 2.4.2, Business Associate shall provide such information promptly thereafter as such information becomes available.

2.4.3 Request for Delay by Law Enforcement. Business Associate may delay the notification required by section 2.4 if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay notification, notice, or posting for the time period specified by the official; if the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay the notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time.

2.5 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 Business Associate Agreement.

2.6 Breach Notification. Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or subcontractors, in a manner that permits Covered Entity to comply with its obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:

(a) Notifying each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of such Breach;

(b)The notification required by paragraph (a) of this Section 2.6 shall include, to the extent possible:

(i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

(ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(iii) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;

(iv) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and

(v) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

(vi) The notification required by paragraph (a) of this section shall be written in plain language

Covered Entity, in its sole discretion, may elect to provide the notification required by this Section 2.6, and Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, including costs of notification, internet posting, or media

publication, as a result of Business Associate's Breach of Unsecured Protected Health Information.

2.7 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 and Security 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.

2.8 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 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 provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

2.9 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 ten (10) 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.

2.10 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors, in order 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 and/or the HITECH Act which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations.

[*Optional, to be used when all Uses and Disclosures permitted in order to perform the Services will be for the Covered Entity's payment or health care operations activities:* However, Business Associate is not required to provide an Accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.]

Any accounting provided by Business Associate under this Section 2.10 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 2.10, 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 2.10 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. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

2.11 Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity, including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement; Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of Secretary of the federal Department of Health and Human Services and/or Office for Civil Rights.

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.

TERM AND TERMINATION

4.1 Term. The term of this Business Associate Agreement shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 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 this Agreement, upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:

(a) Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;

(b) Immediately terminate this Agreement if a party has breached a material term of this Agreement and cure is not possible; or

(c) If neither termination nor cure is feasible, 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, upon termination for any reason or expiration of this 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 Business Associate 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.

MISCELLANEOUS

5.1 No Third Party Beneficiaries. Nothing in this Business Associate 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 Business Associate Agreement.

5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Business Associate Agreement is contrary to another provision of this Agreement, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of this Agreement.

5.4 Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy or Security Regulations means the section as in effect or as amended.

5.5 Interpretation. Any ambiguity in this Business Associate 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 Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information.

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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: _____