



ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

33 December 20, 2016

Los Angeles County
Board of Supervisors

December 20, 2016

Hilda L. Solis
First District

Mark Ridley-Thomas
Second District

Sheila Kuehl
Third District

Janice Hahn
Fourth District

Kathryn Barger
Fifth District

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

LORI GLASGOW
EXECUTIVE OFFICER

Dear Supervisors:

Mitchell H. Katz, M.D.
Director

Hal F. Yee, Jr., M.D., Ph.D.
Chief Medical Officer

Christina R. Ghaly, M.D.
Chief Operations Officer

**APPROVAL OF AMENDMENT NO. 9 TO AGREEMENT NO. 77540
WITH MMODAL SERVICES, LTD.
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

313 N. Figueroa Street, Suite 912
Los Angeles, CA 90012

Tel: (213) 240-8101
Fax: (213) 481-0503

www.dhs.lacounty.gov

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

To ensure access to high-quality, patient-centered, cost-effective health care to Los Angeles County residents through direct services at DHS facilities and through collaboration with community and university partners.

SUBJECT

Request approval of Amendment No. 9 to existing Proposition A Agreement No. 77540 with MModal Services, Ltd. for medical and radiology transcription services at Department of Health Services facilities, to amend the statement of work for radiology to implement software modules and interfaces, to extend the term, and to update Agreement terms and conditions commensurate with the services provided to the County of Los Angeles.

IT IS RECOMMENDED THAT THE BOARD:

1. Make a finding pursuant to Los Angeles County Code Section 2.121.420 that medical transcription services, as described herein, can be performed more economically by an independent contractor.
2. Delegate authority to the Director of Health Services (Director), or his designee, to execute Amendment No. 9 (Amendment) to Agreement No. 77540 (Agreement) with MModal Services, Ltd. (MModal), effective upon execution, to amend the statement of work and increase the compensation



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under the Agreement for implementation of three additional software modules and two interfaces for radiology transcription, at total annual estimated cost of \$1,035,000, comprised of \$400,000 for medical transcription services and \$635,000 for the radiology transcription solution, plus Pool Dollars in the amount of \$492,000 for Optional Work, and extend the term of the Agreement for three additional years, through June 30, 2020 at an estimated amount of \$3,597,000, with an option to extend the Agreement for two additional one-year periods, for the continuing provision of medical and radiology transcription services at County facilities.

3. Delegate authority to the Director, or his designee, to execute Amendments to the Agreement to: (a) exercise the option to extend the Agreement for two subsequent one-year periods, through June 30, 2022; (b) add, delete, and/or change certain terms and conditions as mandated by Federal or State law or regulation, County policy, the County Board of Supervisors (Board) and/or Chief Executive Office (CEO); (c) align the Agreement with County standards and needs, including but not limited to business and administrative workflows, protocols and policies, and the addition/removal of County facilities; and (d) reduce scope of services; with all such actions subject to review and approval by County Counsel.

4. Delegate authority to the Director, or his designee, to execute: (a) Change Notices to the Agreement for changes that do not incur additional costs or expenses, nor substantially affect any Agreement terms or conditions, and for alterations to the project schedule, upon mutual agreement with MModal; and (b) Change Orders or Amendments using \$492,000 in Pool Dollars to acquire Optional Work, such as additional software and professional services as requested by the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Background

MModal provides both medical and radiology transcription services for the Department of Health Services (DHS). The current Agreement with MModal consolidated transcription services throughout the enterprise under a comprehensive single agreement, enabling the County to benefit from economies of scale to achieve the best possible pricing for both medical and radiology transcription services. Medical transcription services, which include traditional medical transcription and pathology transcription, encompass various forms of clinical documentation, including but not limited to: patients' medical history; physical and operative reports; discharge; transfer and death summaries; consultations; and progress and treatment notes. Radiology transcription services entail radiology reports for all radiology modalities (i.e., plain film (chest, femur, etc), CT, MRI, etc.). The Agreement also contemplated a gradual transition from traditional labor-intensive transcription services to speech recognition technology for both spectrums of the contracted transcription services. This technology shift is aligned with the healthcare industry's accelerated adoption of speech recognition technology.

For medical transcription services, DHS has not migrated to speech recognition technology. With the completion of the Online Realtime Centralized Health Information Database (ORCHID) implementation and resulting improvements in clinical documentation, DHS has come to realize significant reductions in overall medical transcription spending. DHS expects to be better positioned to further leverage speech recognition technology for medical transcription over the next few years.

For radiology transcription services, in January 2014, MModal notified DHS of their intent to end support for SpeechQ by June 30, 2015. Following the announcement, DHS negotiated a zero-cost migration to MModal's radiology successor product, Fluency for Imaging (FFI), for all DHS facilities, as well as a commitment by MModal to continue providing best effort support for SpeechQ through June 30, 2017. DHS completed the transition from traditional transcription to speech recognition technology, with the implementation of FFI at Harbor-UCLA Medical Center in November 2014. The implementation of the MModal radiology speech recognition solutions has enabled all DHS facilities to adopt speech recognition technology for radiology, which means radiologists can dictate, edit and finalize radiology reports at the same time. These solutions are also tightly woven into DHS' IT infrastructure, as they are interfaced with ORCHID and the enterprise-wide radiology Picture Archive and Communication System. DHS has begun migration efforts at LAC+USC Medical Center. All other facilities will migrate from SpeechQ to FFI by June 2017.

With the transition to higher reliance on speech recognition technology, as well as the ability for physicians to document in ORCHID, the ongoing annual cost of the Agreement has been reduced from approximately \$3,040,000 to \$1,035,000.

Recommendations

Approval of the first recommendation is necessary to comply with Los Angeles County Code Section 2.121.420. Contracting under Proposition A (Prop A) requirements has been determined to be cost-effective for the provision of the medical transcription services of this Agreement by DHS. In accordance with the Fiscal Manual Section 12.2.2, further review and approval of the Cost Analysis by the Auditor-Controller was not performed because the increase to the estimated annual Agreement amount did not meet the threshold for their review. Attachment B provides the Cost Analysis.

Approval of the second recommendation will allow for the continuation of medical transcription services, and amendment of the statement of work to provide for two new interfaces and three new FFI software modules for radiology. FFI will interface with two DHS systems: MagView, a mammography reporting system, and Radimetrics, a radiation dosing application, thereby ensuring continuity of care for patients. DHS will implement the following modules: Fluency Critical Results module, which captures documents and communicates critical test results as required by both DHS and the Joint Commission; Fluency Peer Review module, which automates the peer review process for radiologists; and Fluency Scout module for Imaging, which provides, identifies, improves, monitors, and manages enterprise-wide documentation issues in order to improve service and compliance levels for radiology. The project kickoff is targeted for mid-January 2017 with completion of the software and interface implementation by July 30, 2017. The Agreement currently expires on June 30, 2017. This recommendation will allow the Director to extend the Agreement term to ensure completion of the expansion and take advantage of firm pricing through June 30, 2020.

Approval of the third recommendation will enable the Director to exercise the two one-year extensions. This recommendation will also allow the Department to add, delete, and/or change certain terms and conditions, as required under Federal or State law or regulation, County policy, Board and/or CEO, modify the Agreement to align with County standards and business needs, account for additional ongoing fees, such as increases in the projected transcription report volumes and addition or removal of County facilities, subject to available funding, and reduce the Agreement's scope of services, as necessary. All such actions will be subject to County Counsel's review and approval.

Approval of the fourth recommendation will allow the Director to execute Change Notices that do not authorize additional costs, nor substantially affect Agreement terms or conditions; and execute Change Orders or Amendments using \$492,000 in Pool Dollars to acquire Optional Work during the remaining term of the Agreement, including but not limited to acquisition of new software and professional services and training, upon the County's request. All such actions will be subject to County Counsel's review and approval.

Implementation of Strategic Plan Goals

The recommended actions support Goal 1 – Operational Effectiveness/Fiscal Sustainability and Goal 3 – Integrated Services Delivery of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

A Cost Analysis for the Prop A medical transcription services was prepared in accordance with Auditor-Controller guidelines and methodologies. DHS has determined that the contract is cost-effective. This Agreement under the Prop A exception to the civil service requirement to use County employees will save the County approximately \$531,172 annually, a savings of 57% percent.

Funding is included in DHS' Fiscal Year 2016-17 Final Budget, and will be requested in future fiscal years as continuing appropriation.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On June 14, 2011, the Board approved the Agreement with Medquist Transcriptions, Ltd (Medquist), which changed its name to MModal Services, Ltd. in 2012. Subsequent Amendments to the Agreement have clarified implementation requirements and pricing for SpeechQ, memorialized DHS' ability to elect a migration to FFI at no additional cost, and extended the term through June 30, 2017.

County Counsel has approved Exhibit I as to form. The Chief Information Officer concurs with the Department's recommendation and that office's analysis is attached (Attachment A).

The Agreement may be terminated for convenience by the County or MModal upon 120 days prior written notice. The Agreement also includes a mutual indemnification provision. The Agreement includes all Board of Supervisors' required provisions, including the most recent provisions – Time off for Voting and County's Zero Tolerance Human Trafficking.

It has been determined that the provision of medical transcription services by the Contractor under the current Agreement is subject to Prop A guidelines, which include the Living Wage Program set forth in Los Angeles County Code Chapter 2.201. Contractor is in compliance with the Living Wage Program requirements, including the payment of wages that comply with the prevailing hourly Living Wage rates.

CONTRACTING PROCESS

In August 2009, DHS released a Prop A compliant Request for Statement of Information (RFSI) to identify the most qualified proposers for the transcription services. Following a comprehensive

selection and evaluation process of eleven (11) RFSI responses, DHS began concurrently negotiating with the top three contending respondents, and determined that MModal, formerly known as Medquist, was the best fit for the County's business and technology needs.

In compliance with Los Angeles County Code Section 2.121.300, the Agreement contains an express delegation of authority to the Director to renew or modify the Agreement.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Prop A requires that departments assess any potential impact of the recommended Agreement. There is no risk exposure to the County since the Prop A requirements remain the same with this Amendment. The award of this Amendment will not infringe on the role of the County in its relationship to its residents, and the County's ability to respond to emergencies will not be impaired. The Agreement will not result in reduced services, and there is no employee impact as a result of this Agreement since services are currently being provided under a contract.

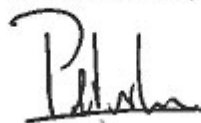
Approval of the recommendations will ensure the continuation of existing medical transcription services as is, and the ability to add software modules and interfaces to meet the business needs of DHS radiologists for radiology transcription services.

Respectfully submitted,



Mitchell H. Katz, M.D.
Director

Reviewed by:



PETER LOO
Acting Chief Information Officer

MHK:PL:jl

Enclosures

- c: Executive Office, Board of Supervisors
- Chief Executive Office
- County Counsel



PETER LOO

ACTING CHIEF INFORMATION OFFICER

Office of the CIO
CIO Analysis

NUMBER: CA 16-20	DATE: 12/20/2016
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SUBJECT: <p align="center">APPROVAL OF AMENDMENT NO. 9 TO AGREEMENT NO. 77540 WITH MMODAL SERVICES, LTD.</p>	
RECOMMENDATION: <input checked="" type="checkbox"/> Approve <input type="checkbox"/> Approve with Modification <input type="checkbox"/> Disapprove	
CONTRACT TYPE: <input type="checkbox"/> New Contract <input type="checkbox"/> Sole Source <input checked="" type="checkbox"/> Amendment to Contract #: 77540 <input type="checkbox"/> Other: Describe contract type.	
CONTRACT COMPONENTS: <input checked="" type="checkbox"/> Software <input type="checkbox"/> Hardware <input type="checkbox"/> Telecommunications <input checked="" type="checkbox"/> Professional Services	
SUMMARY: <p>Department Executive Sponsor: Mitchell H. Katz, M.D., Director, Department of Health Services</p> <p>Description: Department of Health Services is requesting the Board to: 1) find that medical transcription services can be performed more economically by an independent contractor; 2) delegate authority to the Director of DHS to execute Amendment No. 9 to Agreement No. 77540 (Agreement) with MModal Services, Ltd., to extend the Agreement for three additional years, through June 30, 2020, for the provision of medical and radiology transcription services, including the implementation of three additional software modules and two interfaces for radiology transcription. The annual estimated costs will be \$400,000 for medical transcription services and \$635,000 for the radiology transcription solution; and 3) delegate authority to the Director of DHS to execute necessary Amendments, Change Notices, and Change Orders to the Agreement, including the exercise of the option to extend the Agreement for two subsequent one-year periods, add, delete, and/or change certain terms and conditions as mandated by federal or state law or regulation, County Policy, Board and/or CEO, align the Agreement with County standards and needs, reduce the Agreement's scope of services, and use of existing Agreement Pool Dollars, not to exceed \$492,000.</p> <p>Contract Amount: \$1.035 million/year (estimated), Funding Source: DHS Fiscal Year 2016-17 plus NTE \$492,000 in Pool Dollars Adopted Budget</p> <input type="checkbox"/> Legislative or Regulatory Mandate <input type="checkbox"/> Subvened/Grant Funded: N/A	

**Strategic and
Business Analysis****PROJECT GOALS AND OBJECTIVES:**

The MModal Project and this Amendment will provide the following:

1. Continuation of medical and radiology transcription services, as they are, with no changes to existing scope;
2. Fluency Peer Review, Fluency Critical Test Results Reporting, and Fluency Scout for Imaging add-on modules required by the Radiology business owners at each DHS facility;
3. Two radiology-related interfaces: the Radimetrics interface, which will track patient lifetime radiation dosing, and the MagView mammography interface for mammography reporting;
4. Maintenance and support of dictation speech microphones.

BUSINESS DRIVERS:

The key business drivers for the project are:

- 1) To improve DHS' operational efficiency and effectiveness in administering healthcare programs and plan members.
- 2) To align with DHS' business development objectives by meeting the requirements of the DHS Radiology directors and their ability to meet patient care needs of the DHS enterprise by ensuring the above identified Goals and Objectives are met.

PROJECT ORGANIZATION:

For the implementation of this project, the designated Executive Sponsor is Denise Andrews-Tang, MD, with Laurie Martinez as the Project Director, and Reggie McElroy as the Project Manager. MModal has established a strong governance structure comprised of clinical, operational, and administrative experts with the Radiology business and IT arenas that worked effectively throughout the procurement and contract negotiation process.

PERFORMANCE METRICS:

Throughout each DHS facility, estimated dates are as follows:

1. Conduct Project Kick-off by January 15, 2017;
2. Implement the three add-on applications by June 30, 2017;
3. Implement the two interfaces by June 30, 2017; and
4. Project completion/sign off by July 30, 2017.

STRATEGIC AND BUSINESS ALIGNMENT:

The project supports the following County Strategic Plan goals: Goal 1 – Operational Effectiveness/Fiscal Sustainability and Goal 3 – Integrated Services Delivery.

PROJECT APPROACH:

With consideration to the performance metrics above, the DHS Project Manager will assemble the project team, which will consist of representatives from each DHS facility including Radiology business, IT, Network, ORCHID and interface, along with required vendor representatives from MModal and Fujifilm. Project kick-off will be conducted with full support from the DHS enterprise and vendor teams.

DHS facility teams will be responsible for their part of the enterprise implementation and will participate in enterprise level testing and validation efforts.

Confirmation of dates for live operation will be based on a review of competing projects and priorities and staff resources throughout the DHS enterprise to ensure success.

The DHS Project Manager will close out the project using standard project management methodologies.

ALTERNATIVES ANALYZED:

In August 2009, DHS released a Request for Statement of Information (RFSI) to identify the most qualified proposers for the transcription services. Following a comprehensive evaluation and selection process of eleven (11) RFSI responses, DHS began concurrently negotiating with the top three contending respondents, and determined that MModal, formerly known as Medquist, was the best fit for the County's business and technology needs.

Technical Analysis

ANALYSIS OF PROPOSED IT SOLUTION:


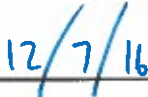

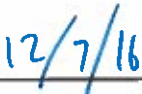
Solution and Functionality:

Critical Test Results: Part of the Fluency for Imaging (FFI) application suite is designed to accurately capture, document, and communicate critical test results to address requirements for DHS and Joint Commission.

Fluency Peer Review: Part of the FFI application suite is to automate the peer review process for radiologists using FFI to facilitate improved quality patient care and continuing Physician learning and improvement, in accordance with the American College of Radiology (ACR)'s radiology reporting requirements and accreditation, which mandates provider organizations to participate in a Physician Peer Review program.

The two applications above are a part of the FFI application where DHS will activate the applications. Existing infrastructure will remain.

	<p>MMODAL Scout: Reduces the time required to identify and resolve day-to-day documentation issues, resulting in documentation quality. Using this for retrospective analysis will identify systemic documentation errors that the radiology and Health Information Management departments can use to train clinical staff and improve overall quality and efficiency of the end-to-end documentation process.</p> <p>This application is hosted at contractor’s datacenter using a web-based interface over an encrypted secure socket connection.</p> <p>Radimetrics Interface: Via HL7/web services interface, provides lifetime radiation dosing information from Radimetrics to MModal and the FFI application.</p> <p>MagView Interface: Via API, interface the MagView mammography system with FFI for mammography reporting.</p>																																				
<p>Financial Analysis</p>	<table border="0"> <tr> <td colspan="2">One-time costs:</td> </tr> <tr> <td> Radimetrics Interface</td> <td style="text-align: right;">\$14,400</td> </tr> <tr> <td> MagView Interface</td> <td style="text-align: right;">\$1,440</td> </tr> <tr> <td> Total One-time costs:</td> <td style="text-align: right;">\$ 15,840</td> </tr> <tr> <td colspan="2">Ongoing costs:</td> </tr> <tr> <td> Annual Medical Transcription Services (estimated)</td> <td style="text-align: right;">\$400,000</td> </tr> <tr> <td> Annual Radiology Transcription Services*</td> <td></td> </tr> <tr> <td> Speech Q and FFI</td> <td style="text-align: right;">\$333,000</td> </tr> <tr> <td> Fluency Peer Review</td> <td style="text-align: right;">\$52,500</td> </tr> <tr> <td> Fluency Critical Test Results Reporting</td> <td style="text-align: right;">\$52,500</td> </tr> <tr> <td> MMODAL Scout for Imaging</td> <td style="text-align: right;">\$189,000</td> </tr> <tr> <td> Total annual costs:</td> <td style="text-align: right;">\$627,000</td> </tr> <tr> <td> Annual Speech Microphone Maintenance Services</td> <td style="text-align: right;">\$8,224</td> </tr> <tr> <td> Total annual ongoing costs (estimated):</td> <td style="text-align: right;">\$1,035,224</td> </tr> <tr> <td>Pool Dollars**</td> <td style="text-align: right;">\$492,000</td> </tr> <tr> <td colspan="2">Footnotes:</td> </tr> <tr> <td colspan="2">* Inclusive of all licensing, implementation, and training for the migration from Speech Q to FFI, maintenance and support services and cloud intelligence access.</td> </tr> <tr> <td colspan="2">** Accounts for Not-to-Exceed Travel Expenses and Optional Work, including but not limited to new software, FFI Overage Fees, and professional services.</td> </tr> </table>	One-time costs:		Radimetrics Interface	\$14,400	MagView Interface	\$1,440	Total One-time costs:	\$ 15,840	Ongoing costs:		Annual Medical Transcription Services (estimated)	\$400,000	Annual Radiology Transcription Services*		Speech Q and FFI	\$333,000	Fluency Peer Review	\$52,500	Fluency Critical Test Results Reporting	\$52,500	MMODAL Scout for Imaging	\$189,000	Total annual costs:	\$627,000	Annual Speech Microphone Maintenance Services	\$8,224	Total annual ongoing costs (estimated):	\$1,035,224	Pool Dollars**	\$492,000	Footnotes:		* Inclusive of all licensing, implementation, and training for the migration from Speech Q to FFI, maintenance and support services and cloud intelligence access.		** Accounts for Not-to-Exceed Travel Expenses and Optional Work, including but not limited to new software, FFI Overage Fees, and professional services.	
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<p>Risk Analysis</p>	<p>RISK MITIGATION:</p> <ol style="list-style-type: none"> 1. The Department Information Security Officer has reviewed the Amendment and did not identify any IT security or privacy related issues. 2. The County Chief Information Security Officer has reviewed the Amendment and did not identify any IT security or privacy related issues.
<p>CIO Approval</p>	<p>PREPARED BY:</p> <p style="text-align: center;">  _____ Sanmay Mukhopadhyay, Sr. Associate CIO </p> <p style="text-align: right;">  _____ Date </p> <hr/> <p>APPROVED:</p> <p style="text-align: center;">  _____ Peter Loo, Acting Chief Information Officer </p> <p style="text-align: right;">  _____ Date </p>

Please contact the Office of the CIO (213.253.5600 or info@cio.lacounty.gov) for questions concerning this CIO Analysis. This document is also available online at <http://ciointranet.lacounty.gov/>

Department of Health Services
Proposition A – Medical Transcription Services
Annual Cost Analysis Summary

CONTRACT GROUP				
FACILITIES: Harbor-UCLA Medical Center, Long Beach Comprehensive Health Center (CHC), High Desert Multi-Service Ambulatory Care Center (MACC), LAC+USC Medical Center, El Monte CHC, H. Claude Hudson CHC, Edward R. Roybal CHC, Martin Luther King, Jr. Outpatient Center, Hubert Humphrey CHC, Olive View-UCLA Medical Center, and Rancho Los Amigos National Rehabilitation Center.				
Annual Total	Minimum Estimated Avoidable Costs	Total Contract Price	Estimated Savings From Contracting	Percentage Savings
	\$931,172.31	\$400,000	\$531,172.31	57.04%

Agreement No. 77540

AGREEMENT
 BY AND BETWEEN
 COUNTY OF LOS ANGELES
 AND
 MMODAL SERVICES LTD
 FOR
 MEDICAL AND RADIOLOGY REPORTS TRANSCRIPTION SERVICES

Amendment No. 9

THIS AMENDMENT is made and entered into this ____ day of December, 2016,

By and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

MMODAL SERVICES, LTD
(hereafter "Contractor")

Business Address:

5000 Meridian Blvd.
Suite 200
Franklin, TN 37067

WHEREAS, reference is made to that certain document entitled "Agreement by and between County of Los Angeles and MedQuist for Medical and Radiology Reports Transcription Services," dated July 1, 2011, and further identified as Agreement No. 77540, and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, on April 20, 2012, pursuant to Amendment No. 1, MedQuist Transcription Ltd., Contractor, changed its name to MModal Services, Ltd.; and

WHEREAS, Agreement currently expires on June 30, 2017; and

WHEREAS, it is the intent of the parties hereto to amend Agreement to extend its term, to update certain terms and conditions to the Agreement, and to provide for the other changes set forth herein; and

WHEREAS, Agreement provides that changes in accordance to Paragraph 8.1, Amendments, may be made in the form of an Amendment which is formally approved and executed by the parties; and

WHEREAS, Contractor warrants that it possesses the competence, expertise and personnel necessary to provide services consistent with the requirements of this Agreement and consistent with the professional standard of care for these services.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall commence and be effective upon execution.
2. Agreement, Paragraph 1.0, APPLICABLE DOCUMENTS, is deleted in its entirety and replaced as follows:

“1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K L, M, N, O, P, Q, and R are attached to and form a part of 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 task, deliverable, goods, service, or other work, or otherwise between the base Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Agreement and Exhibit G (Additional Terms and Conditions) and then to the Exhibits according to the following priority.

EXHIBIT A – Statement of Work
 EXHIBIT B – Performance Requirements Summary
 EXHIBIT B–1(b) – Pricing Schedule
 EXHIBIT C–1 – Statement of Work – M*MODAL Transcription Services with DocQment Enterprise Platform
 EXHIBIT C–1 – Statement of Work – SpeechQ for Radiology
 EXHIBIT C–2(a) – Statement of Work – Fluency for Imaging
 EXHIBIT D – Contractor’s EEO Certification
 EXHIBIT E – County’s Administration
 EXHIBIT F – Contractor’s Administration
 EXHIBIT G – Additional Terms and Conditions
 EXHIBIT H – Jury Service Ordinance
 EXHIBIT I – Safely Surrendered Baby Law
 EXHIBIT J – Business Associate under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
 EXHIBIT K–1 – Living Wage Rate Annual Adjustments
 EXHIBIT L–1 – Living Wage Ordinance
 EXHIBIT M–1 – Payroll Statement of Compliance
 EXHIBIT N-1 – Contractor’s End User License Agreement
 EXHIBIT O-1 – Travel Reimbursement Letter
 EXHIBIT P – Information Security and Privacy Requirements
 EXHIBIT Q – Contractor Acknowledgement, Confidentiality, & Copyright Assignment Agreement
 EXHIBIT R -- Zero Tolerance Human Trafficking Policy Certification

This Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Sub-paragraph 8.1 - Amendments and signed by both parties.”

3. Agreement, Paragraph 2.0, DEFINITIONS, is amended to add 2.13, County Data, as follows:

“2.13 County Data: All of the County information, data, records, and information of County to which Contractor has access, or is otherwise provided to Contractor under this Agreement, during the use and/or provisioning of the Solution, including any data entered/stored/accessed during use of the Solution by users of the Solution.”

4. Agreement, Paragraph 2.0, DEFINITIONS, is amended to add 2.13, Personal Data, as follows:

“2.14 Personal Data: Any information that identifies a person, including, but not limited to, name, address, email address, passwords, account numbers, social security numbers, credit card information, personal financial or healthcare information, personal preferences, demographic data, marketing data, credit data, or any other identification data. For the avoidance of doubt, Personal Data shall include, but not be limited to, all “nonpublic personal information,” as defined under the Gramm-Leach-Bliley Act (15 United States Code (“U.S.C.”) §6801 et seq.), and Protected Health Information..”

5. Agreement, Paragraph 2.0, DEFINITIONS, is amended to add 2.15, Pool Dollars, as follows:

“2.15 Pool Dollars: Absent an Amendment in accordance with Sub-paragraph 8.1 (Amendments), the maximum amount allocated under this Agreement for the provision by Contractor of Optional Work, FFI Overage Fees, and not-to-exceed Travel Expenses approved by County in accordance with the terms of this Agreement.”

6. Agreement, Paragraph 4.0, TERM OF AGREEMENT, is deleted in its entirety and replaced as follows:

"4.0 TERM OF AGREEMENT

4.1 The term of this Agreement shall be nine (9) years commencing after execution by the Director as authorized by

the County's Board of Supervisors, with an actual commencement date of July 1, 2011, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.

- 4.2 The County shall have the sole option to extend this Agreement term for up to two (2) additional one (1) year periods, for a maximum total Agreement term of eleven (11) years. Such option and extension shall be exercised at the sole discretion of the Director or his/her designee as authorized by the Board of Supervisors and subject to the approval and mutual agreement by both parties.
- 4.3 The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise an Agreement term extension option.
- 4.4 The Contractor shall notify DHS when this Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the DHS at the address herein provided in Exhibit E - County's Administration."
7. Agreement, Paragraph 5.0, AGREEMENT SUM, BILLING, AND PAYMENT, is amended to add Sub-Paragraph 5.6, Travel and Living Expenses, as follows:

"5.6 Travel and Living Expenses

In the event reimbursement of travel, meal, lodging, and incidental expenses are authorized by County in connection with a Statement of Work, such expenses shall be subject to, and shall not exceed, the expenditure limits set forth for County personnel in the then current Chapter 5.40 (Travel and Other Expenses) of the Los Angeles County Code, and as updated from time to time by the Los Angeles County Auditor-Controller. Contractor shall provide all invoices, receipts, and other documentation reasonably needed to support the request for reimbursement."

8. Agreement, Paragraph 7.0, ADMINISTRATION OF AGREEMENT - CONTRACTOR, Sub-Paragraph 7.6, Confidentiality, is deleted in its entirety and replaced as follows:

"7.6 Confidentiality

- 7.6.1 Contractor shall maintain the confidentiality of all records and information including, but not limited to, billing and sensitive financial information, County records, data and information, County Data, Personal Data, health information, "protected health information", any information relating to County's customers, users, patients, partners, or personnel, and any other data, records and information received, obtained and/or produced under the provisions of this Agreement (collectively, "County Confidential Information") in accordance with this Agreement and with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 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 Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 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, without limitation, 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.
- 7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Agreement.
- 7.6.4 All of the County Confidential Information, data, records, and information of County to which Contractor has access, or

otherwise provided to Contractor under this Agreement, shall be and remain the property of County and County shall retain exclusive rights and ownership thereto. The data of County shall not be used by Contractor for any purpose other than as required under this Agreement, nor shall such data or any part of such data be disclosed, sold, assigned, leased, or otherwise disposed of to third parties by Contractor or commercially exploited or otherwise used by or on behalf of Contractor, its officers, directors, employees, or agents.”

9. Agreement, Paragraph 8.0, STANDARD TERMS AND CONDITIONS, Sub-Paragraph 8.1, Amendments, is deleted in its entirety and replaced as follows:

“8.1 AMENDMENTS

- 8.1.1 No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations, or conditions of this Agreement, except through the procedures set forth in this Sub-paragraph 8.1 (Amendments). County reserves the right to change any portion of the Services required under this Agreement and to change any other provisions of this Agreement. All such changes shall be accomplished only as provided in this Sub-paragraph 8.1 (Amendments).
- 8.1.2 Except as otherwise provided in this Agreement, for any change which affects the scope of work, term, payments, or any term or condition included under this Agreement, an Amendment shall be prepared and executed by the Contractor and by the Board of Supervisors or its authorized designee.
- 8.1.3 The County’s Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. The County reserves the right to add and/or change such provisions as required by the County’s Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Agreement shall be prepared and executed by the Contractor and by Contractor’s authorized representative(s).
- 8.1.4 The Director may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Agreement). The Contractor agrees that such extensions of

time shall not change any other term or condition of this Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Agreement shall be prepared and executed by the Contractor and by Contractor's authorized representative(s).

8.1.5 Change Notice

For any change which is clerical or administrative in nature and/or does not affect any term or condition of this Agreement, a written change notice ("Change Notice") may be prepared and executed by the Director or designee.

8.1.6 Change Order

For any change which requires Contractor to incur any additional costs or expenses using Pool Dollars, a written change order ("Change Orders") may be prepared and executed by the Director or designee. For any Optional Work (as defined in Exhibit G) requested by County, following agreement on the Services, a Change Order shall be prepared and executed by each of: (a) the Director or designee, and (b) Contractor's authorized representative(s). County is specifically authorized to execute Change Orders for expenditure of Pool Dollars for acquisition of Optional Work under the Agreement. Any requests for the expenditure of Pool Dollars must be approved in writing by the Director or designee."

10. Agreement, Paragraph 8.0, STANDARD TERMS AND CONDITIONS, Sub-paragraph 8.30.4, Unique Insurance Coverage, is deleted in its entirety and replaced as follows:

"8.30.4 Technology Errors and Omissions

Technology Errors and Omissions insurance, including coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include: (1) systems analysis, (2) systems programming, (3) data processing, (4) systems integration, (5) outsourcing including outsourcing development and design, (6) systems design, consulting, development and modification, (7) training services relating to computer software or hardware, (8)

management, repair and maintenance of computer products, networks and systems, (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software, (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of at least \$10 million.”

11. Agreement, Paragraph 8.0, STANDARD TERMS AND CONDITIONS, Sub-paragraph 8.30, is amended to add Sub-paragraph 8.30.5, Privacy and Network Security (Cyber) Liability, as follows:

“8.30.5 Privacy and Network Security (Cyber) Liability

Privacy and Network Security (Cyber) Liability insurance, which includes coverage for Contractor’s liability arising from a security incident as it relates to this Agreement, with limits of not less than \$15 million aggregate for each occurrence. For the purposes of this Sub-paragraph, the term “security incident” means (1) privacy breaches, (2) system breaches, (3) denial or loss of service, (4) introduction, implantation, or spread of malicious software code, (5) unauthorized access to or use of computer systems with limits. No exclusion/restriction for unencrypted portable devices/media may be on the policy. The 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.”

12. Agreement, Paragraph 8.0, STANDARD TERMS AND CONDITIONS, Sub-paragraph 8.36, NOTICE OF DISPUTES, is deleted in its entirety and replaced as follows:

“8.36 DISPUTE RESOLUTION PROCEDURE

8.36.1 Contractor and County agree to act with urgency to mutually resolve any disputes which may arise with respect to this Agreement. All such disputes shall be subject to the provisions of this Paragraph 8.36 (Dispute Resolution Procedure) (such provisions shall be collectively referred to as the “Dispute Resolution Procedure”). Time is of the essence in the resolution of disputes.

8.36.2 Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder,

except for any performance which County determines should be delayed as a result of such dispute.

- 8.36.3 Subject to the provisions of Sub-paragraph 5.5 (Invoices and Payments), if Contractor fails to continue without delay its performance hereunder which County, in its sole discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. Contractor shall promptly reimburse County for such County costs, as determined by County, or County may deduct all such additional costs from any amounts due to Contractor from County.
- 8.36.4 If County fails to continue without delay to perform its responsibilities under this Agreement which County determines should not be delayed as a result of such dispute, then any additional costs incurred by Contractor or County as a result of County's failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by County.
- 8.36.5 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 dispute.
- 8.36.6 In the event that the Project Managers are unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute to them, then the matter shall be immediately submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.
- 8.36.7 In the event that the Project Directors are unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute to them, then the matter shall be immediately submitted to Contractor's president or equivalent and the Director. These persons shall have

ten (10) days to attempt to resolve the dispute.

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

8.36.9 All disputes utilizing this dispute resolution procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in this Paragraph 8.36 (Dispute Resolution Procedure), the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face to face meeting or by telephone, or in writing by exchange of correspondence.

8.36.10 Notwithstanding any other provision of this Agreement, County's right to terminate this Agreement or to seek injunctive relief to enforce the provisions of Paragraph 7.6 (Confidentiality) shall not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights and shall not be deemed to impair any claims that County may have against Contractor or County's rights to assert such claims after any such termination or such injunctive relief has been obtained.

8.36.11 Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Agreement."

13. Agreement, 8.0, STANDARD TERMS AND CONDITIONS, is amended to add Sub-Paragraph 8.60, SURVIVAL, as follows:

"8.60 SURVIVAL

In addition to any provisions of this Agreement which specifically state that they will survive the termination or expiration of this Agreement and any rights and obligations under this Agreement which by their nature should survive, the following Paragraphs and Sub-paragraphs shall survive any termination or expiration of this

Agreement:

Sub-paragraph 5.4 (No Payment for Services Provided Following Expiration/Termination of Agreement)

Sub-paragraph 7.6 (Confidentiality)

Sub-paragraph 8.7 (Compliance with Applicable Laws, Rules & Regulations)

Sub-paragraph 8.25 (Governing Law, Jurisdiction, and Venue)

Sub-paragraph 8.28 (Indemnification)

Sub-paragraph 8.29 (General Provisions for All Insurance Coverage)

Sub-paragraph 8.30 (Insurance Coverage)

Sub-paragraph 8.36 (Dispute Resolution Procedure)

Sub-paragraph 8.43 (Record Retention and Inspection/Audit Settlement)

Sub-paragraph 8.60 (Survival)

Sub-paragraph 9.4 (No Intent to Create a Third Party Beneficiary Contract)

Exhibit G (Additional Terms and Conditions), Paragraph 2.0 (Licensed Software and Intellectual Property)

Exhibit G (Additional Terms and Conditions), Sub-paragraph 8.1 (Effect of Termination)

Exhibit G (Additional Terms and Conditions), Sub-paragraph 6.2 (Termination Transition Services)”

14. Agreement, 8.0, STANDARD TERMS AND CONDITIONS, is amended to add Sub-Paragraph 8.61, Compliance with County’s Zero Tolerance Human Trafficking, as follows:

“8.61 COMPLIANCE WITH COUNTY’S ZERO TOLERANCE HUMAN TRAFFICKING

8.61.1 The Contractor acknowledges and certifies in Exhibit R- Zero Tolerance Human Trafficking Policy Certification that the County has established a Zero Tolerance Human Trafficking Policy prohibiting Contractors from engaging in human trafficking.

8.61.2 If a Contractor or member of the Contractor’s staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of the Contractor’s staff be removed immediately from performing services under this Agreement. The County will not be under any obligation to disclose confidential

information regarding the offenses other than those required by law.

8.61.3 Disqualification of any member of the Contractor's staff pursuant to this Sub-paragraph shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement."

15. Agreement, Exhibit B-1(a), Pricing Schedule, is deleted in its entirety and replaced with Exhibit B-1(b), attached hereto and incorporated herein by reference. All references to Exhibit B-1(a) in the Agreement shall be replaced by Exhibit B-1(b).
16. Agreement is amended to add Exhibit B-1(b), Attachment 1, Pool Dollars, attached hereto and incorporated herein by reference.
17. Agreement, Exhibit C-2, Statement of Work – Fluency for Imaging, is deleted in its entirety and replaced with Exhibit C-2(a), attached hereto and incorporated herein by reference. All references to Exhibit C-2 in the Agreement shall be replaced by Exhibit C-2(a).
18. Agreement is amended to add Exhibit G, Additional Terms and Conditions, attached hereto and incorporated herein by reference.
19. Agreement is amended to add Exhibit P, Information Security and Privacy Requirements, attached hereto and incorporated herein by reference.
20. Agreement is amended to add Exhibit Q, Contractor Acknowledgment, Confidentiality & Copyright Assignment Agreement, attached hereto and incorporated herein by reference.
21. Agreement is amended to add Exhibit R, Zero Tolerance Human Trafficking Policy Certification, attached hereto and incorporated herein by reference.
22. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by the County's Director of Health Services and Contractor has caused this Amendment to be executed on its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Mitchell H. Katz, M.D.
Director of Health Services

CONTRACTOR

MMODAL SERVICES, LTD.

By _____
David Woodworth
Chief Financial Officer

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By: _____
Edward T. Yen
Senior Deputy County Counsel

EXHIBIT B-1(b)**PRICING SCHEDULE**

Any capitalized term not otherwise defined herein will have the meaning given to it in the Agreement. The prices and rates set forth herein shall not be subject to any increase for the Agreement Term. For the avoidance of doubt, the prices set forth herein are fixed for any extension option exercised by the County pursuant to the Agreement.

1.0 TRANSCRIPTION SERVICES**1.1 Medical Transcription**

Medical transcription services shall be invoiced in arrears, based on the County's actual monthly usage of traditional medical transcription services, at the rate set forth in Table 1 below. The statement of work for medical transcription services can be found in Exhibits A (Description of Services) and C-1 (Project Implementation, Statement of Work – M*MODAL Transcription Services with DocQment Enterprise Platform).

As used herein, "Visible Black Characters" are visible characters that can be seen with the naked eye within the formatted document, NOT including Microsoft® Word defined headers and footers, which are areas in the top and bottom margins of each page in a document. This unit of measure complies with AHIMA Transcription unit of measure best practices.

Table 1 (Medical Transcription Services Rate)

Description	Rate Per Visible Black Character (VBC)
Rate includes: <ul style="list-style-type: none"> • Call-in Dictation via 800 # to MModal Data Center • Project Management, Installation and Training for all locations • Patient Demographic/Results Interfaces • Faxing, Printing • Electronic Signature • Workflow Management Module • Local Customer Care Manager • 24x7 Support via toll free 8XX number 	\$0.0024

1.2 Pathology Transcription

Pathology transcription services shall be invoiced in arrears, based on the County's actual monthly usage of pathology transcription services, at the rate set forth in Table 2 below. The unit of measure is second of dictation (i.e., one second of recorded dictation as measured by the dictation capture system, including silence. Second of dictation does not measure connection time or use of the pause button).

Pathology transcription includes Voice Only (i.e., dictation capture ability, work routing, editor audio player, and workflow manager for voice files dictated into but transcribed outside the System) with transcription on County's platform, utilizing Contractor's available labor resources. To the extent any pathology transcription services are provided by Contractor-utilized systems, software, or technology that is not proprietary to Contractor, County will provide the necessary licenses and authorizations for Contractor to perform services utilizing such systems, software or technology.

Table 2

	Service	Unit Rate	County Facilities
1.	Pathology Transcription	\$0.02 per second of dictation	Harbor-UCLA Medical Center

2.0 RADIOLOGY TRANSCRIPTION SERVICES

2.1 SpeechQ and Fluency for Imaging (FFI) Systems

Table 3 below sets forth the Annual Technology Fee for SpeechQ for Radiology and Fluency for Imaging (FFI) Reporting by County Facility, which shall be invoiced on a monthly basis, and inclusive of all licensing, implementation, training, maintenance and support services. Contractor shall submit prorated invoices following Final Acceptance at each County Facility.

Table 3

	County Facility	Annual Technology Fee for:			
		SpeechQ and FFI	Fluency Peer Review	Fluency Critical Test Results Reporting	Fluency Scout for Imaging
1.	Harbor-UCLA (H-UCLA MC)	\$55,350	\$8,726.35	\$8,726.35	\$31,414.86
2.	High Desert Regional Health Center (HD RHC)	\$12,600	\$1,986.49	\$1,986.49	\$7,151.35
3.	Olive View-UCLA (OV-UCLA MC)	\$54,000	\$8,513.51	\$8,513.51	\$30,648.65
4.	LAC+USC Medical Center (LAC+USC MC)	\$162,000	\$25,540.54	\$25,540.54	\$91,945.95
5.	LAC+USC Womens, Pediatrics Radiology	Included under LAC+USC MC	Included under LAC+USC MC	Included under LAC+USC MC	Included under LAC+USC MC
6.	EI Monte CHC Radiology				
7.	Hudson CHC Radiology				
8.	Roybal CHC Radiology				
9.	Martin Luther King, Jr. Outpatient Center (MLK-OC)	\$18,450	\$2,908.78	\$2,908.78	\$10,471.62
10	Rancho Los Amigos National Rehabilitation Center (RLANRC)	\$12,600	\$1,986.49	\$1,986.49	\$7,151.35
11	Hubert Humphrey Comprehensive Health Center (HH CHC)	\$9,900	\$1,560.81	\$1,560.81	\$5,618.92
12	Long Beach Comprehensive Health Center (LB CHC)	\$8,100	\$1,277.03	\$1,277.03	\$4,597.30
13	Total Annual Technology Fee	\$333,000	\$52,500.00	\$52,500.00	\$189,000.00

Table 4 below identifies the annual volume of FFI Reports to be processed by the County per year ("Base Volume"). The Base Volume is subject to an organic Annual Growth Rate of 5% without additional fees. As used herein, the phrase "FFI Report" shall mean reports completed and finalized as a part of Contractor's Fluency for Imaging application (e.g., If a Radiologist would report three (3) billed CPT exam codes together in one (1) final professional interpretation/report (e.g., Chest I Abdomen I Pelvis), then M*Modal's Fluency for Imaging would count only one (1) final professional interpretation (or "report")).

Table 4

Fiscal Year	Base Volume
2014-15	1,050,000
2015-16	1,102,500
2016-17	1,157,625
2017-18	1,215,506
2018-19	1,276,282
2019-20	1,340,096
2020-21	1,407,100
2021-22	1,477,455

At the beginning of each Fiscal Year, the Parties will confirm the actual number of FFI Reports processed by the County in the preceding twelve months ("Annual Report Volume") in a Contractor-provided FFI report ("Annual Report Volume Report"). If the Annual FFI Report Volume is greater than five percent (5%) of the Base Volume, an FFI Overage Fee described in Section 3.2 (FFI Overage Fees), for each Report in excess of the Base Volume will be added to the current Annual Technology Fee, in effect resulting in a new Annual Technology Fee for the subsequent Fiscal Year, and the Base Volume will be concurrently adjusted for the following Fiscal Years. For avoidance of doubt, the Overage Fee will be calculated as the Annual Report Volume minus the Base Volume, multiplied by the Overage Fee.

2.2 Radimetrics Interface

Table 5 below sets forth all applicable one-time costs to interface with the County's Radimetrics system for radiation dosing information, via an HL7/Web Services interface.

Table 5

	County Facility	One-Time Implementation Fee
1.	Harbor-UCLA Medical Center (H-UCLA MC)	\$3,171.89
2.	High Desert Regional Health Center (HD RHC)	\$544.86
3.	Olive View-UCLA Medical Center (OV-UCLA MC)	\$2,335.14
4.	LAC+USC Medical Center (LAC+USC MC)	\$7,005.41
5.	Martin Luther King, Jr. Outpatient Center (MLK OC)	\$797.84
6.	Rancho Los Amigos National Rehabilitation Center (RLANRC)	\$544.86
7.	Total One-Time Implementation Fee	\$14,400

2.3 MagView Interface

Table 6 below sets forth all applicable one-time costs to interface with the County's Magview system.

Table 6

	County Facility	One-Time Implementation Fee
1.	Harbor-UCLA Medical Center (H-UCLA MC)	\$317.19
2.	High Desert Regional Health Center (HD RHC)	\$54.49
3.	Olive View-UCLA Medical Center (OV-UCLA MC)	\$233.51
4.	LAC+USC Medical Center (LAC+USC MC)	\$700.54
5.	Martin Luther King, Jr. Outpatient Center (MLK OC)	\$79.78
6.	Rancho Los Amigos National Rehabilitation Center (RLANRC)	\$54.49
7.	Total One-Time Implementation Fee	\$1,440

2.4 Speech Microphone Maintenance Services

Table 7 below sets forth all applicable ongoing costs to maintain and support the County's speech microphones at an annual rate of \$32 per speech microphone. Unless otherwise indicated below, coverage for maintenance and support services under this Agreement shall begin on the day speech microphones are received by County or as otherwise agreed to by County and Contractor, as set forth in Exhibits A (Description of Services) and Exhibit C-2(a) (Project Scope).

Table 7

	County Facility	Annual Maintenance & Support Fee
1.	Harbor-UCLA Medical Center (H-UCLA MC)	\$1,824
2.	High Desert Regional Health Center (HD RHC)	\$608
3.	Olive View-UCLA Medical Center (OV-UCLA MC)	\$1,440
4.	LAC+USC Medical Center (LAC+USC MC)	\$2,848
5.	LAC+USC Medical Center (LAC+USC MC)	\$224 ^[1]
6.	Martin Luther King, Jr. Outpatient Center (MLK OC)	\$512
7.	Rancho Los Amigos National Rehabilitation Center (RLANRC)	\$352
8.	Total Annual Maintenance Fee	\$8,224

Footnotes:

[1] Maintenance and support services commences with Effective Date of Amendment No. 9.

3.0 OPTIONAL WORK

This Section 3.0 (Optional Work) sets forth the Optional Work, including but not limited to New Software, FFI Overage Fees, and Professional Services, provided by Contractor in accordance with the Agreement. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement. Payment of Optional Work shall be as set forth in Subparagraph 3.4 (Optional Work) of Exhibit G (Additional Terms and Conditions) and, as to Professional Services, at the Professional Service Rates for Optional Work set forth in Section 3.3 (Professional Services) below.

3.1 Pool Dollars

The Agreement includes the existing maximum amount of **\$492,000** as Pool Dollars for Optional Work and for Not-to-Exceed Travel Expenses. Pool Dollars may be used for payment of Optional Work. Following acquisition of Optional Work using Pool Dollars, Exhibit B.1 (Pool Dollars) shall be updated by County to reflect the remaining balance of Pool Dollars. The allocation of Pool Dollars by County Facility is set forth in Table 8 below:

Table 8

	County Facility	Not-to-Exceed Travel Expenses	Pool Dollars for Optional Work
1.	Harbor-UCLA Medical Center (H-UCLA MC)	\$16,000	\$76,000
2.	LAC+USC Medical Center (LAC+USC MC)	\$36,000	\$125,000
3.	Olive-View UCLA Medical Center (OV-UCLA MC)	\$20,000	\$76,000
4.	Rancho Los Amigos National Rehabilitation Center (RLANRC)	\$4,000	\$50,400
5.	Martin Luther King, Jr. Outpatient Center (MLK OC)	\$6,000	\$40,000
6.	High Desert Regional Health Center (HD RHC)	\$2,000	\$40,000
7.	Total Pool Dollars	\$84,000	\$408,000

3.2 FFI Overage Fees

Table 9 below sets forth the FFI Overage Fees.

Table 9

	Module	Rate Per Report
8.	FFI	\$0.31
9.	Fluency Peer Review	\$0.05
10.	Fluency Critical Test Results Reporting	\$0.05
11.	Fluency Scout for Imaging	\$0.18
12.	FFI Overage Fee Per Report	\$0.54

3.3 Professional Services

Table 10 below sets forth the hourly rates for Professional Services, which include, but are not limited to, additional training, development, configuration, macro and template build services.

Table 10

	Resource Description	Firm Fixed Rate (all inclusive)
1.	Professional Services (during Normal Business Hours, Monday through Friday, 7 am to 5 pm)	\$160 per hour
2.	Professional Services (After Hours)	\$240 per hour

ATTACHMENT 1**Pool Dollars**

No.	Change Order or Amendment No.	Effective Date	Initial Balance of Pool Dollars	Adjusted Amount Under Change Order or Amendment	Remaining Balance of Pool Dollars
1.					
2.					
3.					
4.					
5.					
6.					
7.					



L.A. County Department of Health Services

313 N. Figueroa Street, Los Angeles, 90012

Fluency for Imaging (FFI) Reporting

M*Modal Scout

Statement of Work

Version 1.5

October 18, 2016

M*Modal Fluency for Imaging™

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Document Revision History

Version	Date	Author	Change Description
1.0	04-01-2014	Adrian Perez	SFDC ID: 006a000001501x5 AtTask: 59258 - Harbor-UCLA Medical Center AtTask: 59259 - LAC+USC Medical Center AtTask: 59260 - Olive-View UCLA Medical Center AtTask: 59261 - Rancho Los Amigos AtTask: 59262 - MLK-MACC AtTask: 59263 - High Desert-MACC
1.0	04-24-2014	Adrian Perez	ISS Approved: Randy Willis
Exhibit C-2	05-14-2014	Randy Willis	Changes made based on red lines and comments from County
Exhibit C-2 Version 1.1	05-19-2014	Randy Willis	ISS Approved: Randy Willis Final document submitted to County for approval
1.3	08-22-2016	DHS	Changes made to include Critical Test Results Management, Peer Review, and Scout for Imaging modules, Magview and Radimetrics interfaces within implementation scope. Revised and added language highlighted in yellow. SpeechQ has been replaced by Fluency For Imaging (FFI).
1.4	10-17-2016	Adrian Perez	Changes based on M*Modal review
1.5	10-18-2016	Adrian Perez	Changes based on 10-18-16 review call

Project Overview

This project consists of implementing an enterprise Fluency for Imaging (FFI) speech recognition and radiology workflow solution for County. County shall utilize the FFI solution at the Facilities listed within the Project Scope section of this document. County may implement FFI at additional Facilities during the term of the Agreement, at no additional cost, except for any applicable Annual Technology Fees set forth in Exhibit B-1(b) (Pricing Schedule). Implementation of FFI at any additional County Facility will require another SOW.

The following two County Facilities are already implemented for FFI and are no longer in the current scope:

- Harbor-UCLA Medical Center (H-UCLA MC)
- LAC+USC Medical Center (LAC+USC MC)-subject to County's Final Acceptance

Project Scope

- At County's sole discretion, FFI will be implemented and utilized at each County Facility. After the go live at each County Facility, Contractor shall certify Final Acceptance in accordance with Exhibit G (Additional Terms and Conditions).
- Correction service resources will be provided by both County and Contractor per requirements identified in the Agreement, including any minimum volumes for outsourced editing.
- The Base Volume for FFI will be used for clinical documentation of County's Radiology Exams and will be used at the following County Facilities:
 - Harbor-UCLA Medical Center (H-UCLA MC)
 - Hubert Humphrey Comprehensive Health Center (HH CHC)
 - Long Beach Comprehensive Health Center (LB CHC)
 - LAC+USC Medical Center (LAC+USC MC)
 - El Monte Comprehensive Health Center
 - Roybal Comprehensive Health Center
 - Hudson Comprehensive Health Center
 - Olive-View UCLA Medical Center (OV-UCLA MC)
 - Rancho Los Amigos National Rehabilitation Center (RLANRC)
 - MLK Outpatient Center (MLK OC)
 - High Desert RHC Regional Health Center (HD RHC)
- FFI will be installed based on the Production System Diagram, as pictured in the Solution Configuration section.
- FFI server software will reside on premise on County-supplied Virtual Servers that meet the hardware and software specifications identified within this document. County will be responsible for configuration, maintenance and support of the virtual environment. The FFI Server components will reside at the County Department of Health Services central data center as agreed to by both County and Contractor.
- A single test environment is included with this implementation on County-supplied Virtual Servers. County will be responsible for configuration, maintenance and support of the virtual environment. Contractor will work with the County and/or its delegated vendor to ensure all

hardware and network requirements meet criteria established by Contractor, as outlined in Software and Hardware Recommendations section.

- The FFI system will consist of the necessary application server and database server required by County to accommodate the required Base Volume. This will consist of a single pair of FFI application and database servers, to be implemented within County's virtual environments according to the previous bullet point.
- Contractor will provide the equipment as outlined in the Agreement.
- Contractor will install FFI on 5 workstations at each of the County Facilities identified above. Contractor will train the County how to install FFI on any additional required workstations.
- There will be a number of remote stations installed at provider's homes for the purposes of signing only. County will install all remote workstations. VPN access to the FFI system will be required.
- This project will also consist of a single HL7 orders, single ADT, and single results, interfaces between the Cerner Millennium ("ORCHID") system and FFI. Order and ADT information will be received into FFI and ORCHID will receive the results for distribution and storage. The orders sent to Contractor will include medical record numbers and unique order numbers within each County Facility. Order messages must include a unique County Facility identifier.
- All document distribution will be handled by the Cerner Millennium ("ORCHID") system. FFI will not provide any print, fax, or email distribution functionality.
- County will be responsible for providing microphones and/or any other input device used with FFI. Contractor will be responsible for the annual ongoing maintenance and support of input devices purchased directly from Contractor.
 - Depot Service Option
 - Depot Service Deliverables: County will receive the following services under this option:
 - 24/7 problem reporting to a Contractor representative trained to resolve specific hardware issues.
 - Unlimited number of problem reports per years.
 - Loaner unit, upon request.
 - Shipping materials, including pre-printed labels, upon request
 - Preventive maintenance (as needed) during repair.
 - Loaner Units:
 - Contractor will provide a "loaner" unit upon request to the extent available. Once a loaner unit is provided, County is responsible for its safe keeping of such loaner unit. Upon receipt of the repaired unit, County is responsible to return the loaner unit to Contractor. Failure to return the loaner unit within fourteen (14) days from the date the repaired unit was received by the County will result in the County being issued an invoice for the purchase of the loaner unit. Loaner units are intended to provide temporary functionality while County's unit is being

repaired. Contractor will not guarantee the loaner unit to be the exact make/model of the original County unit which was sent in for repair.

- Target Repair Time:
 - Contractor will make commercially reasonable efforts to ship the repaired unit within five (5) business days from the date of receipt of the failed unit at the Contractor's facility.
- Components required during report:
 - Contractor will require County to include, with the failed unit, all accessories necessary to properly recreate the reported problem. Items such as batteries, hand microphones and foot pedals which may be key to determining the failure mode must be shipped with the unit. Failure to provide these items may result in increased repair turnaround times.
- Proper Packaging:
 - County is responsible to ensure shipping of the failed unit does not result in additional damage to the unit. Damage incurred as a result of improper packaging by County is considered outside the scope of repair coverage and will result in additional repair charges. County is required to provide the following information and adhere to the following shipping practices for any units to be repaired:
 - Serial number of the unit under contract being repaired.
 - Detailed description of the failure condition.
 - All necessary accessories relating to failure are to be shipped with the unit being repaired.
 - County must indicate one (1) RMA number for each failed unit.
 - RMA number (provided at the time of initial problem report to Contractor) must appear in visible and legible lettering on the outside of the container.
 - County may utilize a single container for multiple units for return; however, there must be a RMA number present for every unit returned.
- FFI will be integrated with the County's Fuji Synapse PACS via the Contractor's standard XML integration based on the M*Modal FFI Reporting XML Integration Specification v3.3 document (or current version). Access to a test Fuji Synapse PACS environment for testing of integration will be provided by the County.
- FFI users may be configured via the County's LDAP, or can be created by manual entry. Contractor will be responsible for manual entry of a maximum of 50 users for each County Facility.
- For County Facilities that currently have SpeechQ for Radiology, upon request and available to Contractor in an appropriately consumable format, Contractor will translate and load up to 100 system templates and macros, per County Facility, in use with the County's existing SpeechQ system into the FFI system. Additional system templates and macros will be imported by the Contractor; however, the County will be responsible for applying any required modifications to the system templates.

- For the Harbor-UCLA Medical Center, Contractor will create up to 40 templates and macros in the FFI application. Contractor will train the County how to create templates and macros and the County will be responsible for the creation of any additional templates and macros required.
 - The above tasks were provided under project ID: 59258
- Import of 1 list (up to 500 named entries) in an acceptable electronic format of enterprise-specific names such as a list of physician, referring physician, clinician, and other names that may be referenced in clinical documentation.
- Import of 1 list (up to 500 named entries) in an acceptable electronic format of enterprise-specific location names such as hospital, County Facility, department, radiology services provider names. As applicable, County has thousands of location names.
- Training will be completed between the hours of 7:00 AM and 5 PM, Pacific Standard Time (PST). Travel is scheduled Monday morning and Friday afternoon, unless otherwise agreed up prior to the start of onsite sessions. Training time is considered consecutive hours, with a maximum break of two consecutive hours. Training hours outside of this time frame will incur additional charges. It is encouraged to schedule end users for training prior to the trainer arriving onsite in order to accommodate all County training needs.
- The Critical Test Results Management module will be activated and configured by Contractor for County's use, as part of each County Facility's FFI implementation;. Training for the Critical Results module will be provided upon activation at no additional cost to the County. The training outlined in this SOW will consist of one webcast for each County Facility, to be conducted by Contractor at no additional cost to County. Additional training may be requested by County and will be billed at the rate set forth in with Exhibit B-1(b) (Pricing Schedule)
 - The Critical Test Results Management (CTRM) module is designed specifically to accurately capture, document, and communicate critical test results to address the requirements of both the County and the Joint Commission.
 - The CTRM module is seamlessly integrated into the FFI Reporting workflow, and supports the notification and documentation of a critical finding at the time of diagnostic interpretation.
 - If the finding dictated by the radiologist is urgent and designated within the FFI system as a 'red alert', the finding is communicated by phone and the read-back verification is automatically documented within the report.
 - Options also allow for manual intervention or automated communication and escalation through the County's messaging system.
 - The CTRM module supports the identification of 'non-urgent critical findings' (yellow or orange alerts) which can be added to a worklist for communication and/or follow up.
 - Because these 'non-urgent critical findings' are often unexpected by the ordering physician and often incidental to the primary reason for the imaging exam, there is greater risk of the finding being overlooked than when there is an urgent finding that explains a patient's current condition.
 - In order to ensure that these findings do not fall through the cracks, the CTRM module supports the management of these findings often described as 'significant, incidental and unexpected' findings.

- These findings can be designated into categories of ‘orange alerts’ and ‘yellow alerts’ and can be added to a worklist for notification and tracking.
- All CTRM activities are tracked to monitor the notification process and can be reported out for review of compliance. These CTRM capabilities meet the Joint Commission National Patient Safety Goals and the American College of Radiology (ACR) critical results reporting guidelines.
- The CTRM module can be integrated with third-party communication and escalation systems.
- The CTRM module fully automates and audits this labor and time-intensive process.
- The Peer Review module will be activated and configured by Contractor for County’s use, as part of each County Facility’s FFI implementation. Training for the Peer Review module will be provided upon activation. Initial training will consist of one webcast for each County Facility, to be conducted by Contractor at no additional cost to County. Additional training may be requested by County and will be billed at the rate set forth in Exhibit B-1(b) (Pricing Schedule).
 - The FFI Peer Review module automates the peer review process for radiologists using FFI, which facilitates improved quality of patient care and continuing physician learning and improvement, in accordance with the American College of Radiology (ACR)’s radiology reporting requirements and accreditation, which mandates provider organizations to participate in a physician peer review program.
 - The Peer Review Module reduces turnaround time and standardizes the peer review process, by automating the process of reviewing reports, organizing over-read procedures, and preparing ongoing documentation, by seamlessly integrating the Peer Review module into the radiologist’s normal workflow.
 - Coupled with reporting capabilities to ensure quality assurance initiatives, the Peer Review module delivers significant workflow efficiencies, helping radiologists reduce turnaround time, enabling radiologists to evaluate prior reports while viewing and interpreting images via automated prompting or manual invocation using the ACR standardized 4-point rating scale with clinical significance indicators.
 - Workflow management capabilities allow for specific peer reviews to be flagged as ‘clinically relevant’ and be added to a worklist for additional follow-up.
 - Historical reporting of Peer Review available in the FFI Administration Page.
 - Additional features of the Peer Review module include:
 - Integrated within the M*Modal FFI Reporting workflow as web-based workflow extension
 - Automated, voice-command interface
 - Support flag for follow-up of non-urgent findings
 - Web portal providing access to all CTRM activities that can be searched, audited, and reported on to meet compliance standards
 - Automated upload to ACR RADPEER
 -
 - Improves productivity and efficiency of both radiologists and referring physicians

- Ensures compliance with Joint Commission, ACR, and other regulatory bodies
- Boosts quality of care and patient outcomes
-
- Contractor will provide one "Train the Trainer" Session for each County Facility. Each session will not exceed two days.
- Contractor will provide a total 131 days of on-site premise training for authors, medical editors and administrators for all County Facilities.
- Harbor-UCLA implemented under project ID: 59258
- LAC+USC Medical Center implemented (subject to County's Final Acceptance) under project ID: 59259

Course – All Facilities, excluding Harbor-UCLA Medical Center and LAC+USC Medical Center	Quantity	Method
FFI for Document Authors (250 physicians)	125 Days	*Personal (Onsite)
FFI for Medical Editors	2.5 Days	**Classroom
FFI for System Admin	2.5 Days	**Classroom
FFI for Imaging Train the Trainer	8 Days	**Classroom
Total Days	138 Days	

Course – All Facilities	Quantity	Hours	Method
Critical Results for Document Authors	300 x .50hr each	150 hours	*Personal (Onsite)
Peer Review for Document Authors	300 x .25hr each	75 hours	*Personal (onsite)
Fluency for Imaging for System Admin	1 session	6 hours	Online Web-based

*Personal means one-on-one trainer to physician ratio.

**Class size is recommended at 5, but may be more.

Workflow

Standard RIS-based Workflow

ADT/R and Orders will be sent via an HL7 interface from the ORCHID Radiology Information System (RIS) to the FFI server. ADT/R and Orders will be stored in the FFI database.

Dictation Modes:

- Mode 1 – Dictate, Edit, Sign
- Mode 2 – Dictate, Edit, Delayed Sign

Once a report is complete it will be distributed. Pre Authenticated reports can upload to the RIS with a status of “Preliminary”. Once the Radiologist signs the report it can upload again with a status of “Final”. Report distribution will be handled through the RIS system.

Standard PACS Integrated Workflow

Please refer to the PACS integration white paper applicable to PACS Vendor integration details.

Resident - Attending Workflow

A resident workflow is required. The resident selects an order from the PACS worklist to read. S/he then begins dictating the report. The FFI application will perform speech recognized transcription immediately as the report is dictated. The resident either edits the report as it is being dictated, or once the dictation is finished.

Once the resident is finished dictating the report, two options are available: The resident may submit the report for approval. This places the report into the appropriate attending work pool for review and sign-off. The resident may send the report for transcription. The document will automatically be queued for transcription. Once the document is edited by a medical editor, it will be placed into the appropriate attending physician work pool for final authentication.

The attending radiologist may review the report and make necessary corrections as required. Upon sign-off by the attending physician, the report is uploaded to the RIS system for distribution and storage.

Plain films associated with RIS

Plain films may be read at LAC+USC MC and Roybal, Hudson, and El Monte (the comprehensive health care centers associated with LAC+USC MC). Bar code microphones will be used for plain film. Plain film may also be read Long Beach, but they have no bar coding ability, so providers will be required to pick orders from the FFI internal work list.

All plain film exams must have an associated order available within FFI.

PACS Images not associated with RIS

There will be no PACS images read without an associated order from ORCHID.

Mammography

Mammography studies will be dictated using FFI. As part of the work effort, Contractor shall work with County to develop or import templates within FFI for BI-RADS (Breast Imaging-Reporting and Data System) reporting. The dictating physician will be responsible for entering the appropriate BI-RAD and follow-up code which will be included in the HL7 results message.

The integration with separate standalone mammography systems is included within the scope of this project. Contractor shall accommodate mammography by performing changes to FFI and/or interfaces to integrate with Magview, the County’s single enterprise mammography system. Fluency may only be integrated with a single PACS or mammography system per workstation.

Radiation Dosing

The integration with separate standalone radiation dosing systems is included within the scope of this project. Contractor shall accommodate radiation dosing by performing changes to FFI and/or interfaces to integrate with Radimetrics, the County’s single enterprise radiation dosing system.

Addendums

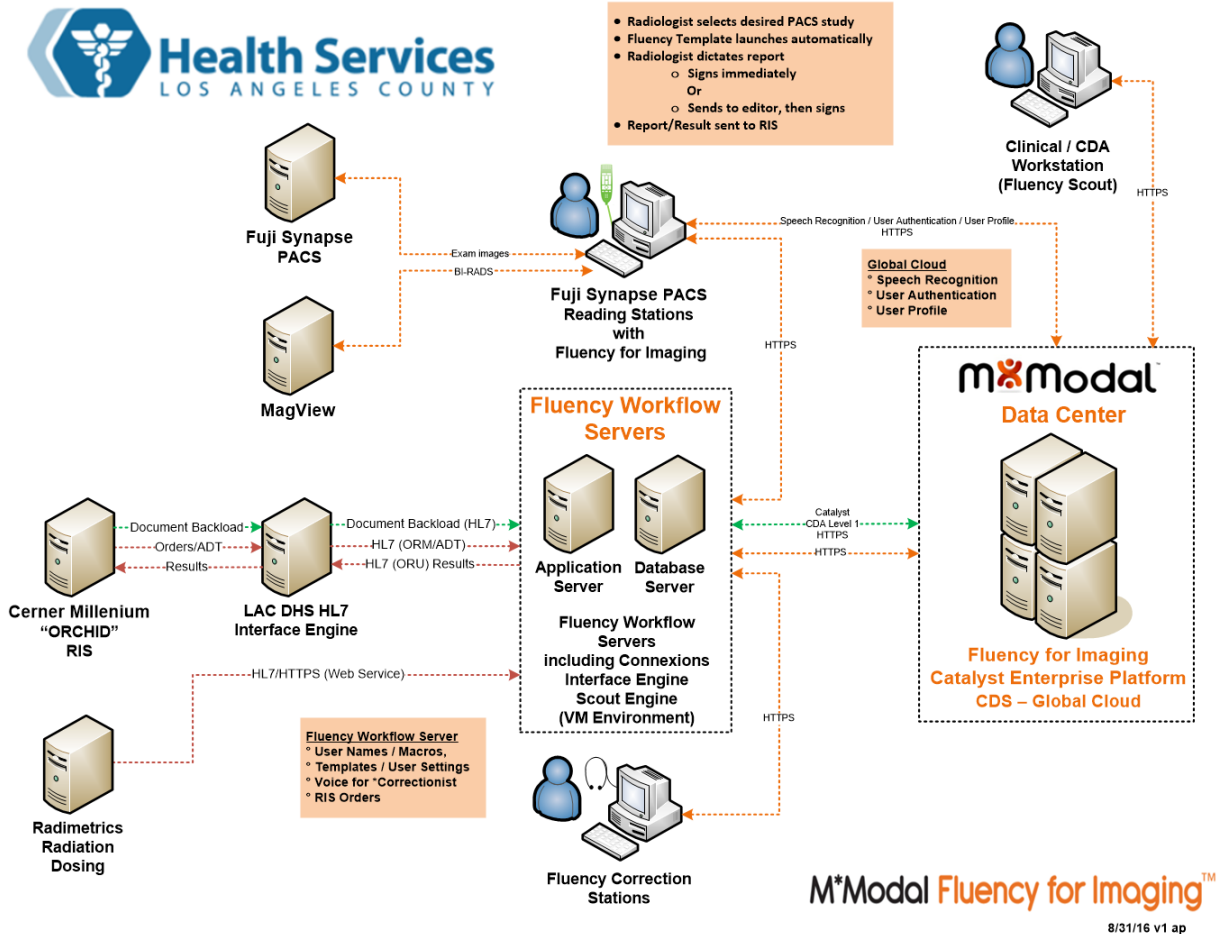
The addendum process is no different than normal workflow with the exception that the radiologist will be prompted to confirm the creation of an addendum.

When the addendum is uploaded to the RIS, only the addendum text OR the original text and the addendum text dictated as a part of the addendum can be uploaded.

FFI does not currently purge orders or final reports. However, requirements for such a feature are currently being gathered by Contractor development for a future release.

Solution Configuration

SPLIT SERVER Production System Diagram



Fluency for Imaging Hardware and Software Recommendations

Fluency for Imaging Application Server [>750k EXAMS PER YEAR]

CPU/RAM	<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="text-align: left;"><i>Exams per Year</i></th> <th style="text-align: left;"><i>CPU Cores</i></th> <th style="text-align: left;"><i>RAM GB</i></th> <th style="text-align: left;"><i>PassMark CPU Score</i></th> <th style="text-align: left;"><i>PassMark Disk Score</i></th> </tr> </thead> <tbody> <tr style="background-color: #fde9d9;"> <td>100 K</td> <td>4</td> <td>8</td> <td>7000</td> <td>2500</td> </tr> <tr> <td>250 K</td> <td>4</td> <td>12</td> <td>7000</td> <td>2500</td> </tr> <tr style="background-color: #fde9d9;"> <td>750 K</td> <td>4</td> <td>16</td> <td>7000</td> <td>2500</td> </tr> <tr> <td>2 M</td> <td>6</td> <td>32</td> <td>10500</td> <td>2500</td> </tr> <tr style="background-color: #fde9d9;"> <td>5 M</td> <td>8</td> <td>64</td> <td>14000</td> <td>2500</td> </tr> </tbody> </table>	<i>Exams per Year</i>	<i>CPU Cores</i>	<i>RAM GB</i>	<i>PassMark CPU Score</i>	<i>PassMark Disk Score</i>	100 K	4	8	7000	2500	250 K	4	12	7000	2500	750 K	4	16	7000	2500	2 M	6	32	10500	2500	5 M	8	64	14000	2500
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2 M	6	32	10500	2500																											
5 M	8	64	14000	2500																											
Available Hard Disk Space	<p>Logical Partitions</p> <ul style="list-style-type: none"> OS Partition - 100 GB or > Application Data/Log Partition - 100 GB or > <p>Physical Server: Recommend each logical partition is on a different physical disk or set of disks. Example: 4 x RAID 1+0 arrays.</p> <p>Virtual Server: Recommend separate virtual controllers for each disk partition</p>																														
Network Card	Redundant NICs highly recommended																														
Operating System Requirements	MS Windows Server 2012 R2 or 2008 R2 <ul style="list-style-type: none"> Enterprise required for instances w/ > 32GB RAM 																														
.NET Framework	4.5																														
Remote Connectivity	Required																														
Backup Process	Required. Backup software and/or hardware is customer supplied and managed.																														

Fluency for Imaging Database Server [>750K EXAMS PER YEAR]

CPU/RAM	<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="text-align: left;"><i>Exams per Year</i></th> <th style="text-align: left;"><i>CPU Cores</i></th> <th style="text-align: left;"><i>RAM GB</i></th> <th style="text-align: left;"><i>PassMark CPU Score</i></th> <th style="text-align: left;"><i>PassMark Disk Score</i></th> </tr> </thead> <tbody> <tr style="background-color: #fde9d9;"> <td>100 K</td> <td>4</td> <td>8</td> <td>7000</td> <td>2500</td> </tr> <tr> <td>250 K</td> <td>4</td> <td>12</td> <td>7000</td> <td>2500</td> </tr> <tr style="background-color: #fde9d9;"> <td>750 K</td> <td>6</td> <td>16</td> <td>10500</td> <td>2500</td> </tr> </tbody> </table>	<i>Exams per Year</i>	<i>CPU Cores</i>	<i>RAM GB</i>	<i>PassMark CPU Score</i>	<i>PassMark Disk Score</i>	100 K	4	8	7000	2500	250 K	4	12	7000	2500	750 K	6	16	10500	2500
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100 K	4	8	7000	2500																	
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750 K	6	16	10500	2500																	

	2 M	8	32	14000	2500
	5 M	12	64	21000	2500
Hard Disk Space and Configuration	Logical Partitions <ul style="list-style-type: none"> • OS Partition - 100 GB or > • SQL Log Partition - 50 GB or > • SQL Data Partition – 60K/exam • SQL Backup Partition – 60K/exam Physical Server: Recommend each logical partition is on a different physical disk or set of disks. Example: 4 x RAID 1+0 arrays Virtual Server: Recommend separate virtual controllers for each disk partition				
Network Card	Redundant NICs highly recommended				
Operating System Requirements	MS Windows Server 2012 R2 or 2008 R2				
Database Requirements	MS SQL Server 2012 or 2008 R2 <ul style="list-style-type: none"> • Enterprise required for instances w/ > 32GB RAM 				
.NET Framework	4.5				
Remote Connectivity	Required				
Backup Process	Required				

Account Requirements for Fluency for Imaging Overview

Account Purpose	Combined Server	Split Servers	Windows Local Admin	Windows IIS_IUSRS	SQL Server SysAdmin
Installation	Local or Domain	Domain	Yes	No	Yes
Fluency Service	Local or Domain	Domain	No	Yes	No
Connexion Service	Local or Domain	Domain	No	No	No

General Requirements

Installation Account

County must provide an install/admin account for use during installation and upgrades as well as troubleshooting Fluency for Imaging. It is not to be used as a service account for Fluency or Connexion interface engine. County may disable this account after the install/upgrade/troubleshooting is completed so long as it is re-enabled as needed for the next upgrade/troubleshooting activity.

This account will not be used as a service account.

Windows Requirements

- Member of Local Administrators on all servers
- Granted Log on as a Server permission in Local Security Policy - Local Rights Assignment. This is necessary to install SQL Server.

SQL Server Requirements

- Member of SysAdmin role.

Service Accounts

Service accounts will be used only for running Windows services on the application and database servers as well as connecting to the SQL Server databases.

- These accounts must not be members of the Windows Administrator group nor the SysAdmin SQL Server role.
- They must be set with Password Never Expires checked and User Can Change Password unchecked in the user manager.
- They must be Granted Log on as a Service permission in Local Security Policy - Local Rights Assignment.

These rules are applied to minimize the security risk of service accounts on the application and database servers. They are a part of server administration best practices.

Split Server Requirements

All three accounts, the installation account, the Fluency service account and the Connexion service account, must be domain accounts.

Fluency Service Account

- This account must be a domain account and already exist.
- Must be a member of the IIS_IUSRS Windows group.

Connexion Service Account

- This account must be a domain account and already exist.
- The Connexion interface engine installer when run as part of Server Installer or stand-alone will use the existing account.

Special Cases

Any installations different than the Combined or Split Server setup will require additional review by Contractor

Examples:

- Database Special Cases
 - Always On Availability Groups (AOAG)
 - Cluster
- Application Special Cases
 - Load Balancer
 - Cluster
- Services on a separate server

Other Account Information

SQL Server Database Accounts

Microsoft best practices require using local Windows or domain accounts instead of SQL Server accounts for security reasons. We do not require SQL Server accounts for installing or running FFI.

Fluency for Imaging Client Hardware and Software Recommendations

	Reporting Client	Transcription Client	Administration Client
Dedicated	Recommended	Recommended	No
CPU (see CPU Benchmarks)	Recommended: A PassMark score of 8000 or > (e.g. Intel Core i7-4722HQ @ 2.40GHz) Minimum: A passmark score of 5000	Recommended: A PassMark score of 4000 or >	Recommended: A PassMark score of 4000 or >
RAM	Recommended: 3GB Optimal: 8GB or > Required Available Memory: 2GB	Recommended: 3GB Optimal: 8GB Required Available Memory: 1GB	Recommended: 3GB Optimal: 8GB Required Available Memory: 1GB
Available Hard Disk Space	1 GB Recommended 2GB or > Optimal on C:\	1 GB Recommended 2GB or > Optimal on C:\	1 GB or > Recommended on C:\
USB Port	Required	Required	N/A
Operating System	MS Windows 7 (Ultimate or	MS Windows 7 (Ultimate	MS Windows 7 (Ultimate or

Requirements	Professional) 64 Bit	or Professional) 64 Bit	Professional) 64 Bit
.NET Framework v1.1, 2.0, 3.5 and 4.0 compatible	Yes	Yes	Yes
Video Settings	16 bit color depth or > 1280 x 1024 or >	16 bit color depth or > 1280 x 1024 or >	16 bit color depth or > 1280 x 1024 or >
Input Devices	Microphone (Philips SpeechMike LFH 3200, 3500, or 3600 preferred) -See <i>Fluency for Imaging Supported Recording Devices</i> for full list of supported recording devices USB Footpedal	USB Footpedal	N/A
Internet Explorer	Internet Explorer 11	Internet Explorer 11	Internet Explorer 11
<p>CPU Benchmarks</p> <p>While the above CPU guidelines serve as a good general rule for system requirements, it is often helpful to assess particular computers in your organization against an ideal CPU speed. Websites like www.cpubenchmark.net offer objective scores to individual processors. By going to a site such as www.cpubenchmark.net you can get benchmark score for your processor(s) and compare it to the recommended value of 8000. Any computer with a benchmark score lower than 8000 may experience significant issues with performance or speech recognition. This recommended system configuration is based on a typical radiology reading workstation in which FFI is working alongside a standard PACS Viewer. Requirements will vary depending on individual configurations and needs.</p>			
<p>Other Client Machine Requirements</p> <ul style="list-style-type: none"> • Read/Write access to C:\MModal and all subfolders for Local System Account (or account specified for M*Modal Desktop Service) • Read/Write access for Interactive User to C:\MModal and all subfolders • If performance issues are encountered, disable virus scan on C:\MModal • If SSL3 has been disabled, Fluency can be configured to support TLS through a change to the Fluency INI file. <p>User Access Control (UAC) must be disabled during initial install and it is strongly recommended to be left off after.</p>			

WAN/Internet

Requirements	
Server:	Connectivity to the Fluency server must be routable from the client
Client Network Speed	100BaseT or > to Fluency Server recommended for best performance
External network requirements	500Kb/s / 10 concurrent users
Accessible Internet URIs:	https://live.mmodal.com https://integration.mmodal.com (for Test environment)

	www.Box.com (for FFI software downloads)
Proxy Access	Not supported without a firewall exception to the above URIs

Virtual Environment

Fluency requirements do not change for virtual environments. County should consult their virtualization vendor for any requirements prior to implementation of Fluency. County will be responsible for configuration, maintenance and support of the virtual environment.

SSL Certificate

All communications between the Fluency for Imaging server and client workstations is encrypted using the Secure Sockets Layer (SSL) protocol. To facilitate the encryption process, it is necessary for a valid SSL certificate to be installed on the server and maintained by the customer. It is the responsibility of the customer to obtain a minimum of a domain validation (DV) certificate from a recognized Certificate Authority (CA). The certificate provided must be valid for the fully qualified domain name of the Fluency for Imaging server. **Self-signed certificates are not acceptable on production Fluency for Imaging systems, but are acceptable on test Fluency for Imaging systems.**

Higher certificate levels, such as those offering extended validation (EV) or organization validation (OV) are strongly preferred, but not required. As the certificate is the property of the customer, it will be the County's responsibility to ensure the certificate is renewed with the Certificate Authority prior to the end of the certificate's expiration date in order to guarantee uninterrupted work flow.

System Security

Contractor recommends that the County maintain all service packs and updates to their latest level when running Fluency. In addition, Contractor recommends that County deploy anti-virus software on all Fluency servers and workstations in order to guard against potential downtime and corruption from viruses. Contractor will provide County anti-virus exclusions and guidelines to help maximize system performance.

Remote Service & Support

A VPN connection along with Microsoft Remote Desktop Protocol and LANDesk remote control is required for M*Modal support personnel to have remote access to the Fluency for Imaging server(s).

M*Modal Scout Project Overview

M*Modal Scout will significantly reduce the time required to identify and resolve day-to-day documentation issues, resulting in labor savings and improvements to documentation quality.

Similarly, using the system for retrospective analysis will identify systemic documentation errors that the Radiology and HIM departments can use to train clinical staff and improve overall quality and efficiency of the end-to-end documentation process.

- M*Modal Scout is a module that enables an information-based, evidence-driven approach to the practice of digital imaging and helps you deliver measurable value to the healthcare delivery chain. It leverages the M*Modal Catalyst™ cloud-based Natural Language Understanding (NLU) technology platform that powers multiple applications like Imaging, CDI, etc.
 - M*Modal Scout taps into the vast resource of inaccessible information that lies latent in unstructured radiology narratives.
 - Designed specifically for information enabling radiology workflows, M*Modal Scout with Imaging is a comprehensive solution that allows users to identify, improve, monitor and manage enterprise-wide documentation issues and patient information in order to deliver noticeably improved levels of service and compliance.

M*Modal Scout aggregates information and provides insightful views produced from prior reports in radiology. The module helps users extract, identify and sort the information.

Project Scope and Components

- **M*MODAL SCOUT SERVICES** - The M*Modal Scout services and database will be hosted at Contractor's datacenter and accessed by County Personnel using a web based interface over an encrypted secure socket connection.
- **M*MODAL SCOUT APPLICATION SERVER** - The M*Modal Scout application server's role is to provide the analytics and data visualization portions of M*Modal Scout. The M*Modal Scout application server will reside on County supplied virtual server. The County is responsible for providing all necessary Operating Systems and database applications to support the analytics server. The County will be responsible for configuration, maintenance and support of the virtual environment.
- **DOCUMENT CONVERSION** - M*Modal will provide an on-premise interface engine that will handle the required translation for document conversion from HL-7 to CDA Level 1. The interface engine will reside on the Fluency for Imaging server.
- **USER CONFIGURATION** – Contractor will configure the following M*Modal Scout users:
 - Number of system administrators: **10**
 - Number of end users: **50**
- **TRAINING** – Contractor will provide **18 hours** of web-based training as outlined below:

Course	Quantity	Hours	Method
Fluency for Imaging for Document Authors	2 x 1hr sessions	2 hours	* Online Web-based
M*Modal Scout End User	8 x 2hrs sessions	16 hours	* Online Web-based

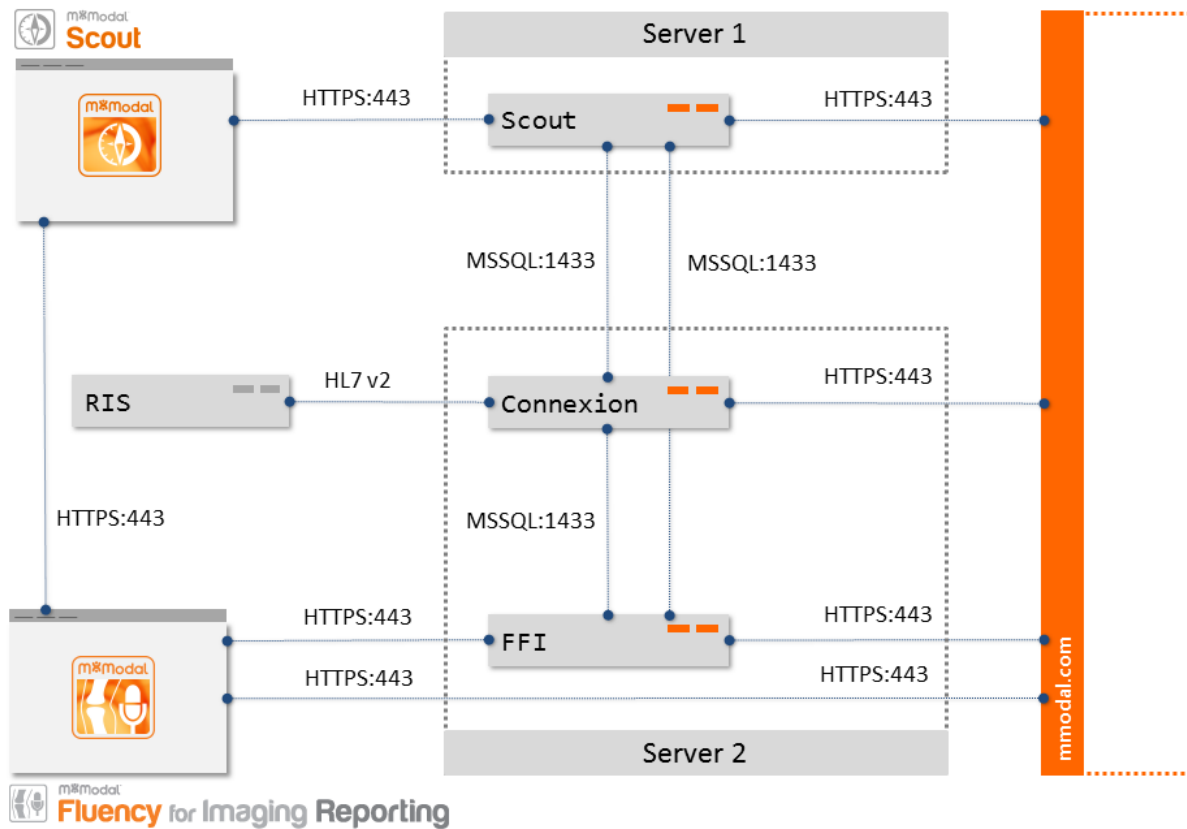
*Online Classroom size is 5 (recommended)

Additional training may be requested by County and will be billed at the rate set forth in with Exhibit B-1(b) (Pricing Schedule)

- **STANDARD CONTENT** - M*Modal Scout includes the standard content as defined in the most current MModal Scout Standard Content document.
- **CUSTOM CONTENT** - M*Modal Scout custom content will be developed upon mutual agreement between Contractor and County.
 - ***Please note that all custom content requires approval by Contractor’s Solutions Management***
- **DATA SOURCES** - M*Modal Scout will interact with, and obtain data from the County’s data warehouses or other sources as defined in the following table:

DATA SOURCE	REAL TIME OR HISTORICAL (IF HISTORICAL, IDENTIFY DELIVERY MECHANISM)	DATA FORMAT	DATA TIMEFRAME	VOLUME
Cerner Millennium (“ORCHID”) (RIS)	Historical, delivered via M*M sFTP	HL7	Last 6 months	500,000 documents
FFI	Real time interface	HL7	N/A	Approx 1M documents annually

M*Modal Scout with Fluency for Imaging System Diagram



M*Modal Scout Hardware and Software Recommendations

M*Modal Scout Hosted Solution

The M*Modal Scout solution requires a server, along with the Fluency for Imaging server, with connectivity to the M*Modal Data Center.

County will provide a virtual server environment to house the M*Modal Scout application server. It is anticipated that the M*Modal Scout interface engine will reside on the Fluency for Imaging Application Server.

Client PC Specifications

Workstation Minimal specs:

- Operating System: Microsoft Windows 7, 8, or 10
- Processor: Intel Core 2 CPU, 1.5 GHz, 2 GB RAM

- Microsoft Internet Explorer Version 10 or higher, Mozilla FireFox (latest version, Windows or Mac), and Google Chrome

M*Modal Scout Application Server Specifications

- Operating System: Windows Server 2012 R2
- Processor: Intel Core 2 CPU, 2.0 GHz, 8 GB RAM
- Microsoft SQL Server 2012 R2
- Available Hard Disk Space:
 - OS C: Partition- 100 GB or >
 - SQL/App D: Partition- 250 GB or >

Internet Connectivity Requirements

An Internet connection with the following requirements is needed for M*Modal Scout:

Requirements	
External network requirements	Minimum bandwidth of 512 kbits/sec Open port 443 for HTTPS/SSL/TLS traffic
Accessible Internet URIs:	https://catalyst.mmodal.com https://cis.mmodal.com https://live.mmodal.com www.Box.com (for Scout software downloads)
Proxy Access	Not supported without a firewall exception to the above URIs

Virtual Environment

M*Modal Scout requirements do not change for virtual environments. The County should consult their virtualization vendor for any requirements prior to implementation of M*Modal Scout. County will be responsible for configuration, maintenance and support of the virtual environment.

System Security

Contractor recommends that the County maintain all service packs and updates to their latest level when running M*Modal Scout. In addition, Contractor recommends that County deploy anti-virus software on the M*Modal Scout application server and workstations in order to guard against potential downtime and corruption from viruses.

Remote Service and Support

A VPN connection along with Microsoft Remote Desktop Protocol is required for Contractor support personnel to have remote access to the M*Modal Scout application Server.

Assumptions and Risks

The Implementation Project is based upon basic Assumptions and Risks normal to virtually any project between two parties. A full list of Assumptions and Risks will be reviewed at the Initiation of the project. These include, but are not limited to:

Assumptions

- The Contractor Project Manager will manage the project according to generally accepted industry best-practices along with the Contractor Implementation Methodology which will include physical or virtual environment(s) as approved by County.
- Modifications and changes to the scope of the project must be controlled through the Change Control process and approved by both Contractor and the County. Changes may affect the project schedule, time line, and go live dates.
- The County will work cohesively with the Contractor Team to provide subject matter experts, technical support, and end user involvement as needed on a timely basis, including any required third party vendors of the County. Any financial obligations due to third party vendors will be the responsibility of County.
- Organizational or technical changes that come out of the project will be managed by the County.
- Authors should expect up to three hours of time spent training on the application. This training includes introduction to the application, enrolling the author, the initial reading of text to begin building the voice profile and reviewing the guidelines for successful editing. The start of this training should be prior to using the application for production but then moves to production use with the training resource readily available for assistance.
- County will provide sample HL7 Order and Result messages from each of its RIS in order to determine/confirm the data field mapping and routing required to generate a result message.
- Any usage of FFI outside of the County's firewall will require use of the County's VPN solution to connect to the County's network.
- Contractor tests patches before making application software patches available to County. Contractor will work with County to apply patches to the Test environment. Once tested and approved by the County, County will schedule the move of patch to Production servers. Application software Patches will be installed on test servers first (if applicable), then Production servers. Contractor will be responsible for installation of FFI application patches on the Test environment servers and the Production environment servers.
- Contractor tests patches before making Microsoft Operating Software Patches available to County. Contractor will work with County to apply patches to the Test environment. Once tested and approved by the County, County will schedule the move of patch to Production servers. Microsoft operating software patches will be installed by County on test servers first (if applicable), then Production servers.
- County's RIS and/or PACS will be available in a test environment for an estimated 30 days prior to the FFI go-live. Failure to have the RIS/PACS available in a test environment at least 30 days before go-live may delay the FFI go-live.

- The FFI go-live will occur during standard business hours, which are defined as Monday-Friday 8:00AM-5:00PM, local time. Go-live times outside of these hours will incur additional charges at the rate set forth in Exhibit B-1(b) (Pricing Schedule).
- For timely implementation at each Facility, additional Professional Services requested and pre-approved by County will incur additional charges at the rate set forth in Exhibit B-1(b) (Pricing Schedule).

Risks

- Any County infrastructure changes may impact the project timeline.
- External systems contributing data to the solution through interfaces may require configuration by the third party vendor. The timeliness of that participation is up to the County and may affect the schedule or time line of the project.
- FFI brings change and improvement to the report creation process. Physician acceptance is key to the success of the project. FFI offer flexibility for the author workflows that include editing and authentication at the time of exam reading or speech recognition assisted correction prior to authentication. Cooperation between Contractor and the County resources will produce optimized workflow and the highest level of project success.
- The Use Cases defined in this document are subject to data availability and the relevant data elements must be present in the HL7 interface feeds outlined in this SOW. Additional interfaces not specified in this SOW that are identified as needed to provide the required data elements may be subject to additional charges to the customer.

Project Implementation Summary

Implementation services included with this project are as follows. Any services provided not specifically identified herein will incur additional charges at rates set forth in the Additional Expenses section below. Services identified below are per Facility defined in the Project Scope, except for the Training Services as noted below.

SpeechQ to Fluency Migration - Summary of Services

Standard Services

Project Management Services	Yes
Project Initiation Meeting	Yes
Pre-implementation Discovery and Analysis	Yes
Life Cycle Testing	Included
Go-live Support	Included
Post Go-Live Support	Included

System Configuration

Facilities	Up to 4 Facilities
Reading Workstation Setup	Up to 20 Included
Admin Workstation Setup	Up to 4 Included
Correction Workstation Setup	Up to 5 Included
Number of Templates/Macros (Export from SQR and Import into FFI) *100 per facility	Up to 400 Included
Number of Document Models	Up to 5 Included
Physician Name Upload Name Upload/Replacement Rule Configuration	Up to a Total of 500 Included
Location Name Upload Upload/Replacement Rule Configuration	Up to a Total of 500 Included
User Configuration (if LDAP/AD-does not apply)	Up to 1 Included
Assist	Included
Test Environment	Included

Interfaces

Standard Orders Interfaces	1 Orders Interface
Standard ADT Interface	1 ADT Interface
Standard Document Upload Interface	1 Results Interface
Custom Inbound or Outbound Interface	None

Integration Services

PACS Integration Services	Up to 1 System (Fujifilm Synapse)
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Training Services for all facilities except Harbor UCLA Medical Center & LAC+USC Medical Center

Training Services	Students/Sessions	Delivery Method
Reporting System Admin Training	3.5 Days	Online
Reporting Train the Trainer	8 Days	Classroom
Reporting One on One Physician Training	125 Days	Personal
Reporting for Medical Editors Training	2.5 Days	Classroom

* 1104 (138 days) Training Services Hours are included in this quote

* Training resources scheduled during or after implementation will incur daily charges at prevailing rates.

Implementation and Professional Services

Implementation Services (Used for Contractor budgeting purposes only)	527 hrs
Training Services	1104 hrs / 138 days
These hours used previously for Harbor-UCLA Medical Center and LAC+USC Medical Center Implementation Services	343 hrs
These hours used previously for Harbor-UCLA Medical Center and LAC+USC Medical Center Training Services	248 hrs / 31 days

Total

* Total Implementation Services	\$ -
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* Implementation Services only. Does not include reasonable travel expenses

Fluency for Imaging - Summary of Services - Other

Integration/Interface Services

MagView - Integration	Included
Radimetrics - Interface	Included

County Facility

Harbor-UCLA Medical Center (H-UCLA MC)
 High Desert Regional Health Center (HD RHC)
 Olive View-UCLA Medical Center (OV-UCLA MC)
 LAC+USC Medical Center (LAC+USC MC)
 Martin Luther King, Jr. Outpatient Center (MLK OC)
 Rancho Los Amigos National Rehabilitation Center (RLANRC)

Implementation and Professional Services

Implementation Services (Used for Contractor budeting purposes only)

MagView - Integration	9 hrs
Radimetrics - Interface	90 hrs

Total One-Time Implementation Fee	99 hrs
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* Implementation Services only. Does not include reasonable travel expenses

Fluency for Imaging - Peer Review/Critical Results - Summary of Services

Standard Services

Project Management Services	Yes
Project Initiation Meeting	Yes
Pre-implementation Discovery and Analysis	Yes
Life Cycle Testing	Included
Go-live Support	Included
Post Go-Live Support	Included

System Configuration

Facilities	Up to 6 Facilities
Peer Review	Included
Critical Results	Included

Training Services

	Students/Sessions	Delivery Method
Reporting System Admin Training	1 Session	Online
Peer Review One on One Physician Training	300 Students	Personal
Critical Results One on One Physician Training	300 Students	Personal

* Training resources scheduled during or after implementation will incur daily charges at prevailing rates.

Implementation and Professional Services

Implementation Services (Used for Contractor budeting purposes only)	2.5 hrs
Training Services	225 hrs

Total Implementation and Training Services	257.5 hrs
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* Implementation Services only. Does not include reasonable travel expenses

M*Modal Scout - Summary of Services

Standard Services

Project Management Services	Included
Project Initiation Meeting	Included
Pre-implementation Discovery and Analysis	Included
Life Cycle Testing	Included
Go-live Support	Included
Post Go-Live Support	Included

Structure

Tenants (County Facilities)	6 Tenants (County Facilities)
Users	Up to 50 Users

Technical Configuration

Interface Hardware Configuration (Non FFI Customer)	Not Included
Document Upload Interface (HL-7 or ASCII)	Not Included
Conversion/Upload of M*Modal Platform Documents	Included
Historical Document Ingestion	Up to 1 Feed Included
Configure Non-Standard Use Cases	Not Included
Single Sign-on with FFI	Not Included
Test Environment	Included

Training Services

Sessions

Delivery Method

Administrative Users	2 Sessions	Online
End Users	8 Sessions	Online

* 18 Training Services Hours are included in this quote

* Training resources scheduled during or after implementation will incur daily charges at prevailing rates.

Implementation and Professional Services

Implementation Services (Used for Contractor budeting purposes only)	170 hrs
Training Services	18 hrs

Total Implementation and Training Services	188 hrs
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* Implementation Services only. Does not include reasonable travel expenses





Additional Expenses

In the event reimbursement of travel, meal, lodging, and incidental expenses are authorized by County in connection with this Project Implementation, Statement of Work, such expenses shall be subject to, and shall not exceed, the expenditure limits set forth for County personnel in the then current Chapter 5.40 (Travel and Other Expenses) of the Los Angeles County Code, and as updated from time to time by the Los Angeles County Auditor-Controller. Contractor shall provide all invoices, receipts, and other documentation reasonably needed to support the request for reimbursement. Travel expenses shall be passed through without markup, and, for applicable travel shall be in accordance with County's Travel Reimbursement Guidelines in effect January 31, 2014 (as set forth in Exhibit O-1) or most recent version.

Contact Information

County Personnel Name	Title and Facility	Phone	Email Address
Laurie Martinez	Information Technology Manager III, DHS IT	213-240-8138	lamartinez@dhs.lacounty.gov
Lisa Geoppo	Senior Information Systems Analyst, DHS IT	213-240-8436	lgeoppo@dhs.lacounty.gov
Reggie McElroy	Principal Information Systems Analyst, DHS IT	323-488-3350 W	rmcelroy@dhs.lacounty.gov
Edward Holguin	Principal Information Systems Analyst, DHS IT	323-697-3893 C 323-226-5630 W	eholguin@dhs.lacounty.gov
Dr. Lakshmi Makam	Hubert H Humphrey Comprehensive Health Center (HH CHC)	323-846-4105	lmakam@dhs.lacounty.gov
Elsje Ivins Kevin P. Lee	*Rancho Los Amigos National Rehabilitation Center (RLANRC)	323-409-7219 323-409-7349	Eivins@dhs.lacounty.gov kplee@dhs.lacounty.gov
Elsje Ivins Kevin P. Lee Danny Amaya	LAC+USC Medical Center (LAC+USC MC) See Above See Above	323-409-7238 323-409-7291	edulim@dhs.lacounty.gov damaya@dhs.lacounty.gov
Willie Smoot	Martin Luther King, Jr. Outpatient Center (MLK OC)	310-688-4919	wsmoot@dhs.lacounty.gov
Eduardo Lim	Olive View-UCLA Medical Center (OV-UCLA MC)	818-364-3148	edulim@dhs.lacounty.gov
David Cambre III	Harbor-UCLA Medical Center (H-UCLA MC)	310-222-2181	dcambre@dhs.lacounty.gov
Tomy Thomas	Long Beach Comprehensive Health Center (LB CHC)	562-599-8641	tthomas@dhs.lacounty.gov

M*Modal Personnel Name	Title	Phone	Email Address
Brent Catlin	Imaging Solutions Sales Executive	623-695-4682	brent.catlin@mmodal.com
Adrian Perez	Sales Engineer	267-535-6867	adrian.perez@mmodal.com
Russ Cardwell	VP of Sales-Imaging Solutions	267-535-7841	russ.cardwell@mmodal.com
Doug Gilbert	Director, Imaging Implementation and Adoption Services	267-940-5897	douglas.gilbert@mmodal.com
Tia Phillips	Impact Team Account Manager	615-798-1113	tia.phillips@MModal.com



Project Closeout Report

Part 1: Project Information

Project Name		
EPMO Project ID#		
Project Contacts	Executive Sponsor Name:	Project Manager Name:
	Executive Sponsor Email:	Project Manager Email:
Project Status	The status of this project is (mark only one): <input type="checkbox"/> Business Owner agrees that this project is completed and closed (Continue to <u>Part 2</u> and complete all fields on this form) <input type="checkbox"/> Project is canceled or rejected (Complete only <u>Part 3</u> and <u>Part 6</u> below and explain why this project is canceled or rejected). <input type="checkbox"/> Project is on hold until the following expected date: MM/DD/YYYY (Complete only <u>Part 3</u> and <u>Part 6</u> below and explain why this project is on hold. Projects on hold for 1 year or more will automatically be considered canceled).	

Part 2: Project Checklist

	1. This project is closed and project responsibilities are relinquished to the business owner <input type="checkbox"/> Yes <input type="checkbox"/> No - if "No", Explain in <i>Part 3: Project Issues</i> below
	2. This project's final product(s) and/or service(s), has sufficiently met the expectations of the business owner? <input type="checkbox"/> Yes <input type="checkbox"/> No - if "No", Explain in <i>Part 3: Project Issues</i> below
	3. Post-implementation DHS IT responsibilities are described in part 4 below, and transitioned to operations, support and/or maintenance <input type="checkbox"/> Yes <input type="checkbox"/> No - if "No", Explain in <i>Part 3: Project Issues</i> below
	4. Project documentation (e.g., agreements/contracts, statement of work, financial records, procurement documents, etc.) is prepared and submitted in electronic format to EPMO@dhs.lacounty.gov for archive, lessons learned and future reference <input type="checkbox"/> Yes <input type="checkbox"/> No - if "No", Explain in <i>Part 3: Project Issues</i> below

Part 3: Project Issues

Describe any important or open issues and how they will be resolved.
 (You may reference and attach additional plans or documents)

A: Description of Issue	B: Resolution

Part 4: Lessons Learned

Describe any project lessons learned and recommend solutions to correct, mitigate or avoid similar issues in future projects. (You may reference and attach additional plans or documents)

A: Description of Issue	B: Resolution

Part 5: Post-Implementation Plans

Identify plans for completing post-implementation activities, including plans for the transition to IT operations, support and maintenance. Please include any IT related issues (e.g. license renewals, hardware or software refresh, etc.) related to the regular maintenance and support of IT products and services for this project. (You may reference and attach additional plans or documents)

Action or Responsibility	Planned Date	Assigned To (Division or Unit)

Part 6: Approval of Project Closeout

Sign-off of this document by the Facility IT Management, Business Owner, Contractor Project Manager formally acknowledges that this project is successfully closed. For projects that are cancelled or on hold, a Business Owner or Project Manager sign-off is required.

Print Radiology Director Full Name:

Signature:		Date:	
Action:	<input checked="" type="checkbox"/> Approve <input type="checkbox"/> Approve with comments <input type="checkbox"/> Reject with comments		
Comments:			

Print PACS Admin Full Name:

Signature:		Date:	
Action:	<input checked="" type="checkbox"/> Approve <input type="checkbox"/> Approve with comments <input type="checkbox"/> Reject with comments		
Comments:			

Print Facility IT Manager Full Name:

Signature:		Date:	
Action:	<input checked="" type="checkbox"/> Approve <input type="checkbox"/> Approve with comments <input type="checkbox"/> Reject with comments		
Comments:			

Print Contractor Project Manager Full Name:

Signature:		Date:	
Action:	<input checked="" type="checkbox"/> Approve <input type="checkbox"/> Approve with comments <input type="checkbox"/> Reject with comments		
Comments:			

EXHIBIT G
Additional Terms and Conditions

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The following additional terms and conditions are applicable to, and form a part of, the Agreement. Capitalized terms not otherwise defined in this Exhibit G (Additional Terms and Conditions) (as used herein, this “Exhibit”) have the meanings given to such terms in the body of the Agreement.

1.0 DEFINITIONS.

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. Terms not defined where they first appear in the Agreement shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

1.1 Acceptance

The County's written approval of any tasks, subtasks, Solution, Services, deliverables, the System and milestones (if applicable) in accordance with Paragraph 4.0 (Acceptance).

1.2 Acceptance Certificate

The acceptance certificate, substantially similar to the Acceptance Certificate provided in Exhibit C-2 (Statement of Work – Fluency for Imaging), Attachment 1 (Acceptance Certificate).

1.3 Displaced/Renamed Product

A product distributed by Contractor that (a) displaces the Licensed Software in Contractor's product line by another product or (b) is a renamed product containing substantially similar functionality to the Licensed Software (even if the renamed product contains additional features, functionality, or other capabilities).

1.4 Documentation

Contractor's user instructions and online help screens contained in the Solution, existing as of the Final Acceptance date and any revisions, supplements, or updates thereto that detail Solution Specifications.

1.5 Error

With respect to the Solution, a failure that impairs the performance of the Solution when operated in accordance with the Agreement.

1.6 Interfaces

Either a computer program developed by, or licensed to, County or Contractor to (a) translate or convert data from a County or Contractor format into another format used at County as a standard format; or (b)

translate or convert data in a format used by County or a third-party to a format supported at County or vice versa.

1.7 Licensed Software

Individually each, and collectively all, of the computer programs provided by Contractor under this Agreement (including Third-Party Products) identified in Table 3 of Exhibit B-1(b), including as to each such program, the processes and routines used in the processing of data, the object code, Interfaces to be provided hereunder by Contractor, and Revisions, and any and all programs otherwise provided by Contractor under this Agreement. All Licensed Software and the components thereof shall be release versions, and shall not be test versions (e.g., alpha or beta test version), unless otherwise agreed to in writing by County.

1.8 New Software

Any function or module that is (i) not included in the Licensed Software marketed by Contractor as of the Effective Date of the Amendment, (ii) not related to the primary function for which the Licensed Software is used by County, or (iii) not otherwise to be provided to County under this Agreement as a Revision to the Licensed Software, which Contractor may provide upon County's request therefor in the form of Optional Work in accordance with Sub-paragraph 3.4 (Optional Work) of this Exhibit G and Paragraph 3.0 (Optional Work) of Exhibit B-1(b). Interfaces shall be deemed New Software.

1.9 Optional Work

New Software and/or Professional Services, which may be provided by Contractor to County upon County's request and approval in accordance with Sub-paragraph 3.4 (Optional Work) of this Exhibit G and Paragraph 3.0 (Optional Work) of Exhibit B-1(b).

1.10 Production Use

The actual use of the Solution in the production environment to (a) process actual live data in County's day-to-day operations and (b) use the Solution.

1.11 Professional Services

Services, including but not limited to, consulting services, additional training and/or customizations, which Contractor may provide upon County's request therefore in the form of Optional Work in accordance with Sub-paragraph 3.4 (Optional Work) of this Exhibit G and Paragraph 3.0 (Optional Work) of Exhibit B-1(b).

1.12 Revisions

Changes to the Licensed Software, including but not limited to: (a) a bug fix, patch, or redistribution of the Licensed Software that corrects an error as well as addresses common functional and performance issues, including Error corrections; (b) an aggregation of fixes, updates, or significant new features, functionality or performance improvements (sometimes accompanied by a change in the reference to the Licensed Software such as a change in the number to the left of the period in the version numbering format X.XX); or (c) any modifications to the Licensed Software designed to improve its operation, usefulness, or completeness that is made generally available by Contractor to its other customers.

1.13 Services

Collectively, all Professional Services, functions, responsibilities, tasks, subtasks, deliverables, goods, and other services: (a) identified in the Specifications; (b) identified in this Agreement as being Contractor's responsibility; and (c) otherwise necessary to comply with the terms of this Agreement. Without increasing the scope of the Services, if any component task, subtask, service, or function is: (i) an inherent or necessary part of the Services defined in subparts (a), (b), or (c) of this Sub-paragraph; or (ii) a customary part of the Services defined in subparts (a), (b), or (c) of this Sub-paragraph, and not in conflict with Contractor's established methods of providing services; and, as to a service(s) within either subpart (i) and (ii) of this sentence above, is not specifically described in this Agreement, then such service or function shall be deemed to be part of the Services.

1.14 Solution

The Licensed Software, all related services, equipment and any other item required for the Contractor to deploy and provide the Licensed Software from its facilities and to County in accordance with this Agreement and Exhibit A (Statement of Work).

1.15 Specifications

All specifications, requirements, and standards specified in the Documentation, including functionality, features, capacity, availability, response times, or any other performance or other System criteria or any element of the System, but only to the extent not inconsistent with any of the foregoing.

1.16 System

The Solution and Services, including all components and Documentation.

1.17 Third Party Product

All software and content licensed, leased or otherwise obtained by Contractor from a third-party, and used with the Solution or used for the performance of the Services and which is expressly identified as Third Party Product in the applicable Statement(s) of Work.

1.18 Work Product

All deliverables produced by Contractor under this Agreement, including but not limited to a transcribed or speech-to-text recognized draft medical report formatted to County's requirements. However, Work Product does not include (a) any intellectual property, including, without limitation, concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, utilities, routines, and tools, which may constitute or be contained in Work Product that was developed by Contractor prior to performance or independent of this Agreement, or used by Contractor during performance of this Agreement, and any modifications, enhancements and derivative works thereof ("**Background Intellectual Property**") or (b) the Licensed Software and Documentation or any modifications thereto.

2.0 LICENSED SOFTWARE AND INTELLECTUAL PROPERTY.

2.1 License Grant.

2.1.1 Scope of License.

Subject to the terms and conditions of this Agreement, Contractor grants to County a non-exclusive, non-transferable license to use the Solution and Documentation for County's non-commercial business purposes and activities ("License") during the Agreement Term in the United States. For the purposes of this Paragraph 2.1 (License Grant), the term "use" as it applies to Solution means to install, access, execute, operate, archive and run unlimited copies of the Solution and by an unlimited number of users for installation, test, production, support, archival, emergency restart, and disaster recovery purposes. Without limitation of the above, County's business purposes and activities will include making the Solution and Documentation available to County users. County will ensure that any of the foregoing who are not employees, not under contract with the County, or are not otherwise under the management of County, execute confidentiality and appropriate use restrictions as to the System as set forth in the Agreement wherein Contractor is expressly designated as a third party beneficiary.

2.1.2 License Restrictions.

The Solution shall not in any way be disassembled, decompiled or reverse engineered, nor shall any attempt to do same be undertaken or knowingly permitted by County, except to the extent permitted by applicable law or authorized by Contractor. County shall not and shall not authorize any user to take any action to derive the source code equivalent of the Solution. County shall not remove, modify or obscure any copyright, trademark or other proprietary rights notice that appear on, or during the use of, the Solution. County shall not release to any third party results obtained through use of the Solution (i.e., XML files) other than the Work Product. County shall not incorporate, bundle or pre-load any portion of the Solution into any software or computing device except as expressly set forth in this Agreement. County shall not copy, modify or create derivative works of the Solution. County shall not sublicense the Solution or any portion thereof to a third party or otherwise permit use of the Solution including without limitation timesharing or networking use by any third party except as expressly set forth in this Agreement. County shall not link, combine or use the Solution with any open source software without the written permission of Contractor.

2.1.3 County's Use in Excess of License Limitations

In the event the Solution is licensed on a limited user basis (e.g., licensed on a per user, server, CPU, named user basis) and County uses the Solution in excess of such limited user basis, Contractor's sole and exclusive remedy and County's sole and exclusive liability shall be payment of the licensee fees attributable to the excess use at the fees that are at least as favorable as the rates originally paid hereunder by County and as mutually agreed to by the parties.

2.1.4 Documentation.

At no additional charge to County, Contractor shall provide or make available to County all Documentation relating to the Licensed Software and the Solution. If the Documentation for the Solution is revised or supplemented at any time, Contractor shall promptly provide or make available to County a copy of such revised or supplemental Documentation, at no additional cost to County. County may, at any time, reproduce copies of all Documentation and other materials provided or made available by Contractor, distribute such copies to County personnel or County designees and users of the Solution, provided that such reproduction relates to County's and users' use of the Solution as permitted in this Agreement, and all copyright and trademark notices, if any, are reproduced thereon. Contractor shall provide or make available to County all Documentation in electronic form.

2.2 Revisions.

2.2.1 Notice of Revisions.

Contractor may from time to time make revisions to the Licensed Software. In the event of such Revisions, (a) the Revision of the Licensed Software will include at least the level of functionality or quality of services that County previously received and shall continue to comply with all of the requirements of this Agreement, and (b) County shall be provided, reasonably in advance of any such changes, written notice of such changes. If the Revision contains material adverse effects on functionality or operation of the Licensed Software and/or the Solution, including, but not limited to, a failure to comply with the requirements of this Agreement, or compatibility with County's technical, business or regulatory requirements, including, without limitation, hardware, software, or browser configurations, then County may in its sole discretion reject such changes, and remain on the current Revision of the Licensed Software and continue to receive support and maintenance services as required hereunder for the remainder of the term of the Agreement. During the Agreement Term, County shall receive access to all new Revisions of the Licensed Software that Contractor makes available to its other licensees without additional charge as provided in Sub-paragraph 2.2 (Revisions) within thirty (30) days after their general availability for any Licensed Software under support by Contractor. Notwithstanding the foregoing, Contractor represents, warrants, covenants, and agrees that throughout the term of this Agreement, Contractor shall provide Support Services for the current version of Licensed Software and the most recent prior two (2) point release versions. Contractor releases software under the following structure:

VV.PP.XX (example is Fluency Voice Manager™ 01.05.00)

VV = Version of software

PP = Point release of software

XX = Patch release of software

2.2.2 Revisions During Term.

During the term of this Agreement, all Revisions (including Displaced/Renamed Products) shall be provided to County at no additional charge beyond the fees identified in Exhibit B-1(b) Pricing Schedule regardless of whether Contractor charges other customers for such Revisions. During the term of this Agreement, if (a) the Licensed Software is displaced in Contractor's product line by another product or (b) a renamed product containing substantially similar functionality to the Licensed Software is distributed by Contractor (even if the renamed product contains additional features,

functionality, or other capabilities) (each a “Displaced/Renamed Product”), County shall receive such Displaced/Renamed Product as a Revision.

2.3 Work Product and Background Intellectual Property.

2.3.1 Ownership of County Data.

All County Confidential Information provided or made accessible by County to Contractor is and shall remain the property of County. Upon termination or expiration of the Agreement for any reason, or upon County's written request at any time, the Contractor shall provide County, at a mutually agreed upon fee, any County Data or other proprietary data belonging to the County stored within the Solution. Such data will be provided to the County on an external media drive in a platform-agnostic format or in any specific format reasonably requested by County. At the County's option, the Contractor shall destroy all originals and copies of all such data, and other related information or documents.

2.3.2 Ownership of Background Intellectual Property & Licensed Software.

Contractor retains all right, title and interest in and to any such Background Intellectual Property and Licensed Software (including any modifications thereto made by Contractor). However, to the extent Background Intellectual Property constitutes or is incorporated into Work Product or required for County to fully exploit such Work Product, Contractor hereby grants to County a perpetual, irrevocable, fully paid up, royalty free, transferable, non-exclusive right and license to use in connection with County's business, the Background Intellectual Property constituting or incorporated into the Work Product, and provided further that the Background Intellectual Property is not separately commercially exploited by County and upon payment to Contractor of the fees owed under this Agreement. Contractor shall make reasonable efforts to specifically identify as “PROPRIETARY” or “CONFIDENTIAL” any Background Intellectual Property which Contractor considers to be proprietary or confidential if the nature of such information or property would not otherwise reasonably be understood to be proprietary or confidential. County's rights in any Background Intellectual Property or Licensed Software are limited to the express rights granted under this Agreement only. All rights in the Background Intellectual Property and Licensed Software and Solutions not expressly granted under this Agreement are reserved by Contractor.

2.3.3 Ownership of Work Product

Contractor hereby assigns, transfers and conveys to County, exclusively and perpetually, all rights, titles, and interests throughout the world it may have or acquire in the Work Product, including without limitation all intellectual property or other proprietary rights (including without limitation copyrights, patents rights, trade secret right, rights of reproduction, trademark rights, rights of publicity, and the right to secure registrations, renewals, reissues, and extensions thereof) (collectively, Intellectual Property Right(s)) therein or otherwise arising from the performance of this Agreement, except to the extent the Work Product contains any Background Intellectual Property or Licensed Software. No rights of any kind in and to the Work Product, including all Intellectual Property Rights, are reserved to or by the Contractor or will revert to Contractor, except as set forth herein. Contractor agrees to execute such further documents and to do such further acts, at County's expense, as may be necessary to perfect, register or enforce County's ownership of such rights, in whole or in part.

2.3.4 Data Use

County acknowledges and agrees that Contractor will collect data as part of the Services and Solutions. Contractor may use, compile (including statistical and other models), annotate and otherwise analyze the data to develop and improve Contractor's Services and Solutions. County also agrees that Contractor may de-identify data received in accordance with 45 C.F.R. § 164.514 to the extent data contains any patient health information ("PHI"), the inclusion of such PHI in the data shall not reduce any of Contractor's obligations with respect to such PHI. To the extent any data is compiled or used by Contractor in or with any Contractor product or service, all intellectual property rights in such product or service shall be owned by Contractor.

2.4 Third Party Product.

In the event Contractor provides any Third Party Product to County in connection with this Agreement, Contractor shall obtain, at Contractor's sole cost and expense, a fully paid-up, royalty-free, worldwide, perpetual, non-exclusive license for County and County's agents and assigns, to use the Third Party Product for County's business purposes and activities. For the avoidance of doubt, Contractor shall support and maintain, at no additional charge to County, all Third Party Product to the same extent as the Licensed Software.

3.0 SERVICES.

3.1 Services Generally.

The Contractor will provide and implement the Solution as specified in this Agreement. The Contractor will provide the Services, fulfill the obligations to County, produce and deliver the deliverables, and retain the responsibilities set forth in this Agreement, and more specifically, the Statements of Work. Contractor shall provide the Services without causing a material disruption of County's operations. If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

3.2 Implementation Services.

Contractor shall provide Implementation Services, including Solution setup, installation, testing, training and other services required for successful implementation of the Solution, as provided in this Agreement and specified in the applicable implementation plan as approved by County.

3.3 Support Services.

Contractor shall provide the support services in accordance with the Agreement, including Exhibit A - Statement of Work.

3.4 Optional Work

Upon County's written request and mutual approval pursuant to the terms of this Agreement, Contractor shall provide Optional Work, in accordance with this Sub-paragraph at the applicable pricing terms set forth in Exhibit B-1(b) (Pricing Schedule).

3.4.1 New Software

Upon County's written request, Contractor shall provide to County New Software as part of Optional Work using Pool Dollars, in accordance with any applicable Change Order. Any enhancements and/or modifications to the Licensed Software resulting from New Software shall be incorporated into, and become part of, the Licensed Software and the Solution.

All New Software shall become part of the Licensed Software, shall be subject to the terms and conditions of this Agreement, and shall be approved in writing by County pursuant to Paragraph 4.0 (Acceptance).

3.4.2 Professional Services

Upon County's written request, Contractor shall provide to County Professional Services as part of Optional Work using Pool Dollars,

including consulting services and/or additional training, in accordance with any applicable Change Order. Specifically, County may from time to time, during the term of this Agreement, submit to Contractor for Contractor's review written requests for Professional Services using Pool Dollars, including consulting services and/or additional training, for services not included in Implementation Services or Support Services. County may require that Professional Services be provided on a (1) fixed fee basis, (2) not to exceed basis, (3) time and materials basis, or (4) a combination of the above. In response to County's request, Contractor shall submit to County for approval a Scope of Work describing the particular Professional Services and providing a response consistent with the payment method required by County to provide such Professional Services, calculated based on the Fixed Hourly Rate and other pricing terms set forth in Exhibit B (Pricing Schedule) and elsewhere in the Contract. County and Contractor shall agree on the Change Order developed using the Scope of Work, which shall at a minimum include the tasks and deliverables to be performed, Acceptance Tests, as applicable, and the pricing for such Professional Services. Any enhancements and/or modifications to the Licensed Software resulting from Professional Services shall be incorporated into, and become part of, the Licensed Software. Any Professional Services that are accepted and approved in writing by County shall become a part of the Services, and any products of Professional Services, once accepted and approved in writing by the County, shall become part of the System, and shall be subject to the terms and conditions of this Agreement.

3.4.3 Usage Expansion

Upon County's written request, Contractor shall provide radiology transcription services at additional County Facilities in accordance with fees identified in Table 3 of Exhibit B-1(b) (Pricing Schedule). Should the expansion of usage cause an increase to the Base Volume identified Exhibit B-1(b) (Pricing Schedule), County will use Pool Dollars to increase the Base Volume and amend any applicable annual technology fees based on the FFI Overage Fees set forth in Exhibit B-1(b) (Pricing Schedule), in accordance with any applicable Change Order."

3.5 Multi-Vendor Environment

3.5.1 Cross-Over Issues

Contractor acknowledges that it will be delivering the Services and/or Licensed Software in a multi-vendor environment, with the County and other service providers providing services relating to the System.

Effective operation of such an environment requires not only the cooperation among all service providers, including Contractor, but also collaboration in addressing service-related issues that may cross over from one service area or provider to another and related to the Services (“**Cross-Over Issues**”). As part of the Services, Contractor will reasonably provide and support tasks associated with operating and maintaining a collaborative approach to Cross-Over Issues.

3.5.2 Service Interdependencies

Contractor shall use commercially reasonable efforts to identify all work efforts of which Contractor has knowledge, whether performed by Contractor, subcontractors, or Contractor third party vendors that may impact the delivery of the Services (the “**Service Interdependency**”). For each Service Interdependency, Contractor shall verify that project plans, detailed to the task level with individual performance responsibility identified, have been developed by the party responsible for the work or deliverable, and validate that each project plan reflects delivery of the work or deliverables required by Contractor to deliver the Licensed Software and/or Services in accordance with the Specifications. Contractor shall implement processes to insure it is receiving regular reports, from all parties responsible for a Service Interdependency, with sufficient data to enable it to validate that each Service Interdependency is proceeding in accordance with the timing applicable to that Service Interdependency, and that the then current timing of delivery of the work or deliverables as to each Service Interdependency will not adversely impact Contractor’s ability to deliver the Licensed Software and/or Services in accordance with the Specifications. Contractor shall take reasonable steps to validate that the data it receives in the reporting process is supported by tangible progress on the Service Interdependency. Within a reasonable period of time of knowledge of any Service Interdependency, Contractor shall provide County with a written report outlining the scope and nature of such Service Interdependency and Contractor’s proposed resolution to remedy such Service Interdependency.

3.6 Time Is of the Essence

Time is of the essence with regard to Contractor’s performance of the Services.

3.7 Offshore Work

All professional and transcription Services shall be performed and rendered within the continental United States. Contractor warrants that it will not

transmit or make available any County Confidential Information, County's intellectual property or any County property to any entity or individual outside the continental United States not affiliated with Contractor.

4.0 ACCEPTANCE

4.1 Acceptance Criteria

The Solution, may be subject to acceptance testing by County, in its sole discretion, to verify that it satisfies the acceptance criteria mutually agreed to in writing by the parties, as developed in accordance with the applicable implementation plan as approved by County and this Paragraph 4.0 (Acceptance) (the "Acceptance Criteria"). Such Acceptance Criteria shall be based, at a minimum, on material conformance of the Solution to the Specifications.

4.2 Acceptance Tests

When Contractor notifies County that the Solution has been implemented as required under the applicable Statement of Work, County may, in its sole discretion, elect to test or evaluate the related Solution within thirty (30) days of such notice to determine whether they comply in all material respects with the Acceptance Criteria and the System, as a whole, is operating in accordance with the Specifications. Testing may be performed at various stages of the Implementation Services as set forth in the applicable implementation plan as approved by County or otherwise deemed appropriate by County.

County and/or Contractor shall conduct all tests (hereinafter "**Acceptance Test(s)**") specified in this Sub-paragraph 4.2 (Acceptance Tests) and in the applicable implementation plan as approved by County.

For each test, Contractor shall provide County testing scenarios consistent with Contractor's best practices for the applicable Solution, Service, deliverable, and/or milestone.

4.3 Production Use

The Solution shall be ready for Production Use when the County Project Director, or his/her designee, approves in writing (a) Contractor's transition of the Solution to the production environment, and (b) documented results provided by Contractor certifying successful transition of the Solution to the production environment and operation of the System in accordance with the Specifications.

4.4 Licensed Software Use

Following Licensed Software installation by Contractor and prior to Final Acceptance by County, County shall have the right to use, in a Production Use mode, any completed portion of the Licensed Software, without any additional cost to County where County determines that it is necessary for County operations. Such Production Use shall not restrict Contractor's performance under this Agreement and shall not be deemed Acceptance or Final Acceptance of the Licensed Software.

4.5 Final Acceptance

4.5.1 Conduct Performance Verification

Following successful transitioning of the Solution to Production Use for the Licensed Software identified in Table 3 of Exhibit B-1(b), County will monitor for Errors and Contractor shall maintain the Solution in Production Use for a minimum of thirty (30) consecutive days. Upon occurrence of an Error, Contractor shall provide County with a diagnosis of the Error and proposed solution(s), and Contractor shall correct such Error by re-performance pursuant to, and subject to, the provisions of this Agreement. County and Contractor shall agree upon each such proposed solutions to be used to correct an Error(s) prior to its implementation.

4.5.2 Performance Verification Report

Contractor shall provide to County the performance verification report, including supporting Documentation that the Solution complies with the Specifications under full production load. Contractor shall conduct a review with County at a meeting scheduled by County and provide any County-requested demonstrations of the Solution including:

- (a) Summary of activities, results, and outcomes;
- (b) Summary of each Error identified by Contractor or County. The summary shall include for each Error:
 - a. Description of each Error and its root cause,
 - b. Business processes, Solution functions, and/or Interfaces impacted,
 - c. Description of all potential risks to the Solution and mitigation strategy for the Solution,
 - d. Corrective action plan, test scenarios, and implementation approach,

- e. Schedule for completion of each corrective action and resources required or assigned,
 - f. Status of each corrective action,
 - g. Date of completion of each correction, and
 - h. Date of the County Project Director's approval of each correction;
- (c) Summary of lessons learned; and
 - (d) Recommendations for any improvements to the Solution.

Contractor shall provide the Certification of Performance Verification, certifying that the Solution complies with the Specifications and documenting the review with County under Sub-paragraph 4.5.2 (Performance Verification Report), including agenda, attendees, action items, and supporting documentation.

4.5.3 Final Acceptance

The Solution shall achieve "**Final Acceptance**" when (a) the Contractor's Project Director provides County a signed Acceptance Certificate; and (b) County's Project Director provides Contractor with written approval, as evidenced by the County Project Director's countersignature on such Acceptance Certificate for the Licensed Software identified in Table 3 of Exhibit B-1(b). The Acceptance Certificate shall not be issued by Contractor until all Errors discovered during the thirty (30) day period following the successful transitioning of the Solution to Production Use have been corrected. The County's Project Director shall make best efforts to countersign the Acceptance Certificate or provide a reasonably detailed written explanation for why the Acceptance Certificate will not be countersigned, within ten (10) days after being presented to the County's Project Director.

4.6 Failed Testing

- 4.6.1 If the County's Project Director makes a good faith determination at any time that the Solution (as a whole, or any component thereof), has not successfully completed an Acceptance Test or has not achieved Final Acceptance (collectively referred to for purposes of this Sub-paragraph 4.6 (Failed Testing) as "**Designated Test**"), the County's Project Director shall promptly notify Contractor in writing of such failure, specifying with as much detail as possible the manner in which the Solution failed to pass the applicable Designated Test.

Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs, and modifications to the Solution as will permit the Solution to be ready for retesting. Contractor shall notify the County's Project Director in writing when such corrections, repairs, and modifications have been completed, and the applicable Designated Test shall begin again. If, after the applicable Designated Test has been completed for a second time, the County's Project Director makes a good faith determination that the Solution again fails to pass the applicable Designated Test, the County's Project Director shall promptly notify Contractor in writing, specifying with as much detail as possible the manner in which the Solution failed to pass the applicable Designated Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs, and modifications to the Solution as will permit the Solution to be ready for retesting.

- 4.6.2 Such procedure shall continue until such time as County notifies Contractor in writing either: (i) of the successful completion of such Designated Test or (ii) that County has concluded, subject to the Dispute Resolution Procedure, that satisfactory progress toward such successful completion of such Designated Test is not being made, in which latter event, County shall have the right to make a determination, which shall be binding and conclusive on Contractor, that a non-curable default has occurred and to terminate this Agreement in accordance with Agreement, Sub-paragraph 8.50 (Termination for Default) on the basis of such non-curable default.
- 4.6.3 Such a termination by County may be, subject to the Dispute Resolution Procedure, as determined by County in its sole judgment: (i) a termination with respect to one or more of the components of the Solution; (ii) a termination of any part of a Statement of Work relating to the Solution that is (are) not performing or conforming as required herein; or (iii) if the failure to pass the applicable Designated Test materially affects the functionality, performance, or desirability to County of the System as a whole, the entire Contract. In the event of a termination under this Sub-paragraph 4.6 (Failed Testing), County shall have the right to receive from Contractor reimbursement of all licensing fee payments made to Contractor by County under this Agreement for the component(s), Solution. If the termination applies only to one or more components of the Solution, at County's sole option, any reimbursement due to it may be credited against other sums due and payable by County to Contractor. The foregoing is without prejudice to any other rights that may accrue to County or Contractor under the terms of this Agreement or by law.

4.7 Integration/Interfacing

From time to time, Contractor may be responsible for developing and delivering Additional Software as part of the Solution in accordance with Paragraph 3 (Optional Work) of Exhibit B-1(b). If such Additional Software is to be integrated/interfaced with other software, equipment, and/or systems provided by Contractor or at the direction of Contractor, including any customized enhancements and Work Product, the Additional Software shall not be deemed Accepted by County until the Additional Software and such other systems have been successfully integrated/interfaced and accepted by County in accordance with the terms of this Paragraph 4.0 (Acceptance). For example, if Contractor is to provide Solution consisting of multiple modules or that includes enhancements to the Solution as part of the Optional Work, County's acceptance of the Solution, any individual module or enhancement shall not be final until County accepts all of the Additional Software and modules or enhancements integrated/interfaced together as a complete system resulting in the Solution, including the operation of the Solution on all equipment required for its use in conformance with the terms of this Agreement. Contractor shall not obtain any ownership interest in any other systems merely because they were interfaced, integrated, or used with the Solution.

5.0 REPRESENTATIONS AND WARRANTIES.

5.1 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.

5.2 Performance of Services.

The Services will be performed and the deliverables developed in a professional, competent, and timely manner by appropriately qualified Contractor personnel in accordance with this Agreement and consistent with industry practices.

5.3 Conformance to Specifications

The Solution shall conform to the Specifications and requirements set forth in this Agreement without material deviations for the period commencing upon the Effective Date of the Agreement and continuing through the expiration or termination of the Agreement to the extent licensed under an Annual Technology Fee model as set forth in Exhibit B-1(b). Contractor shall institute quality controls, including suitable testing procedures if any, to ensure that the Solution comply with the Specifications and Service Levels in a manner consistent with applicable industry standards. Upon the

County's reasonable request, the County shall have the right to review Contractor's quality controls in order to verify and/or improve the quality of the Solution. There is no existing pattern or repetition of customer complaints regarding the Solution including functionality or performance issues, and that Contractor's engineers have not currently identified any repeating adverse impact on the Solution including functionality or performance, for which the root cause is believed to be a flaw or defect in the Solution.

5.4 Service Levels

Contractor represents and warrants that when operated in conformance with the terms of this Agreement, the Solution and/or Services (as applicable) shall achieve the service levels ("Service Levels") set forth in the applicable Statement(s) of Work, and in this Agreement, as applicable.

5.5 Integration

Contractor represents and warrants that the Solution components are capable of interconnecting and/or interfacing with each other and County systems, either through integration or, as applicable, industry standard interface protocols, and when taken together, the Solution components and County Systems will be capable of delivering the functionality as set forth in this Agreement and the Specifications. The Solution must be interoperable at the time it is provided to County and at all times thereafter during the term of this Agreement.

5.6 Disabling Device

Contractor represents and warrants that Contractor shall not intentionally cause any unplanned interruption of the operations of, or accessibility to the System or any component through any device, method or means including, without limitation, the use of any "virus", "lockup", "time bomb", or "key lock", "worm", "back door" or "Trojan Horse" device or program, or any disabling code, which has the potential or capability of compromising the security of County Confidential Information or of causing any unplanned interruption of the operations of, or accessibility of the System or any component to County or any user or which could alter, destroy, or inhibit the use of the System or any component, (collectively, "Disabling Device(s)"), which could block access to or prevent the use of the System or any component by County or users, absent a breach of the terms of this Agreement by County or authorized users confirmed by court order, administrative proceeding or mutual agreement of the parties. In addition, Contractor shall take commercially reasonable measures to prevent viruses from being incorporated or introduced into the System or Revisions thereto prior to the installation onto the System and to prevent any viruses from being

incorporated or introduced in the process of Contractor's performance of on-line support.

5.7 Non-Infringement

To the best of Contractor's knowledge, the Solution, shall not contain defamatory or indecent matter, and County's permitted use of the Solution will not infringe the intellectual property rights of any third party. Any alleged breach of this Section 5.7 by Contractor shall be addressed exclusively pursuant to the provisions of Sections 8.1.2 and 8.1.3 herein.

5.8 Pending Litigation

There is no pending or threatened litigation at the time of the Effective Date of Amendment No. 9 that would have a material adverse impact on its performance under the Agreement.

5.9 Assignment of Warranties

To the extent permissible under the applicable third party agreements, Contractor hereby assigns and agrees to deliver to County all warranties received by Contractor from its third party licensors and suppliers, including hardware vendors.

5.10 Continuous Licensed Software Support

If Contractor assigns this Agreement, is acquired, or is otherwise controlled by another individual or entity (collectively referred to as a "Successor Event"), such individual or entity shall provide Support Services in accordance with this Agreement for the remainder of the Term following the Successor Event, unless otherwise agreed to in writing by County. For purposes of this Sub-Paragraph 5.10 (Continuous Licensed Software Support), the term "controlled" shall mean the legal right to elect a majority of the directors of a corporation or similar officers of any other entity or to determine an entity's general management policies through contract or otherwise. The assignee or successor, by taking benefit (including acceptance of any payment under this Agreement) ratifies this Agreement. All terms and conditions of this Agreement shall continue in full force and effect. Other Warranties

5.11 Other Warranties

During the term of this Agreement, Contractor shall not subordinate this Agreement or any of its rights hereunder to any third party without the prior written consent of County, and without providing in such subordination instrument for non-disturbance of County's use of the System (or any part thereof) in accordance with this Agreement. This Agreement and the Solution licensed or acquired herein, are neither subject to any liens,

encumbrances, or pledges nor subordinate to any right or claim of any third party, including Contractor's creditors. County is entitled to use the System without interruption.

5.12 Remedies

County's remedies under the Agreement for the breach of the above warranties set forth in this Agreement will include, but not be limited to, the repair or replacement by Contractor, at its own expense, of the non-conforming Solution, the specific remedies and other corrective measures afforded to County by Contractor set forth in this Agreement.

6.0 TERMINATION

6.1 Effect of Termination

6.1.1 In the event County terminates this Agreement in whole or in part as provided hereunder or upon the expiration of the Agreement, as applicable, then, unless otherwise specified by County in writing:

1. Contractor shall continue the performance of this Agreement to the extent not terminated.
2. Contractor shall cease to perform the Services being terminated on the date and to the extent specified in such notice and provide to County all completed Services and Services in progress, in a media reasonably requested by County, if applicable.
3. County will pay to Contractor all sums due and payable to Contractor for Services properly performed through the effective date of such expiration or termination (prorated as appropriate).
4. Contractor shall return to County all monies paid by County, yet unearned by Contractor, if applicable.
5. In the case of expiration or termination of the Agreement as a whole, (a) any portion of the applicable Statement(s) of Work that has not been completed shall be deemed terminated as of the effective date of such termination and (b) the Support Term shall be deemed terminated.
6. Contractor shall promptly return to County or destroy any and all of the County Confidential Information that

relates to the portion of the Agreement or Services terminated by County, including all County Data.

- 6.1.2 Expiration or termination of this Agreement for any reason will not release either party from any liabilities or obligations set forth in this Agreement which (i) the parties have expressly agreed in writing will survive any such expiration or termination, or (ii) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination.
- 6.1.3 Contractor understands and agrees that County has obligations that it cannot satisfy without use of the System provided to County hereunder or an equivalent system, and that a failure to satisfy such obligations could result in irreparable damage to County and the entities it serves. Therefore, Contractor agrees that in the event of any expiration or termination of this Agreement, Contractor shall reasonably cooperate with County in the transition of County to a new system, toward the end that there be no interruption of County's day to day operations due to the unavailability of the System during such transition, as provided in Sub-paragraph 6.2 (Termination Transition Services).

6.2 Termination Transition Services

- 6.2.1 Contractor shall assist the County in transitioning from the System by providing Transition Services, as provided below.
- 6.2.2 Upon the expiration or termination of this Agreement, County may require Contractor to provide services in the form of Optional Work to assist County to transition System operations from Contractor to County or County's designated third party ("**Transition Services**"). Upon County's request for Transition Services, County and Contractor agree to negotiate in good faith the scope of work and the price for such Transition Services. Contractor agrees that in the event that County terminates the Agreement for any breach by Contractor, Contractor shall provide County, upon request and at no cost to County, any County Data or other proprietary data belonging to the County stored within the Solution. Such data will be provided to the County on an external media drive in a platform-agnostic format or in any specific format reasonably requested by County, subject to validation and written approval by County. Costs for Transition Services for all other Services shall be based on pricing set forth in Exhibit B-1 and Exhibit B-1(b). Contractor shall provide County with all of the Transition Services as provided in this Sub-paragraph 6.2 (Termination Transition Services). The duty of Contractor to provide such Transition Services shall be conditioned on County continuing to comply with its obligations under the

Agreement, including payment of all applicable fees. County shall have the right to seek specific performance of this Sub-paragraph 6.2 (Termination Transition Services) in any court of competent jurisdiction. Compliance with this Sub-paragraph 6.2 (Termination Transition Services) by either party shall not constitute a waiver or estoppel with regard to any rights or remedies available to the parties.

7.0 CONFIDENTIALITY

7.1 Personal Data.

In connection with this Agreement, provision of the Solution and performance of the Services, Contractor may be provided or obtain, from County or otherwise, Personal Data, pertaining to County's current and prospective personnel, directors and officers, agents, subcontractors, patients, and customers and may need to process such Personal Data and/or transfer it, all subject to the restrictions set forth in this Agreement and otherwise in compliance with all applicable foreign and domestic laws and regulations for the sole purpose of providing the Solution and performing the Services.

Without limiting any other warranty or obligation specified in this Agreement, and in particular the confidentiality provisions of this Paragraph 7.0 (Confidentiality) and Agreement, Sub-paragraph 7.6 (Confidentiality), during the term of this Agreement and thereafter in perpetuity, Contractor will not gather, store, log, archive, use, or otherwise retain any Personal Data in any manner and will not disclose, distribute, sell, share, rent, or otherwise transfer any Personal Data to any third party, except as expressly required to perform its obligations in this Agreement or as Contractor may be expressly directed in advance in writing by County or as permitted under this Agreement. Contractor represents and warrants that Contractor will use and process Personal Data only in compliance with (a) this Agreement, (b) County's then current privacy policy, and (c) all applicable local, state, and federal laws and regulations (including, but not limited to, current and future laws and regulations relating to spamming, privacy, confidentiality, data security, and consumer protection).

Contractor will not retain any Personal Data for any period longer than necessary for Contractor to fulfill its obligations or exercise its rights under this Agreement. As soon as Contractor no longer needs to retain such Personal Data in order to perform its duties or exercise its rights under this Agreement, Contractor will promptly return or destroy or erase all originals and copies of such Personal Data.

7.2 Publicity

The 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 the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Agreement within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

The Contractor may, without the prior written consent of County, 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 7.2 shall apply.

7.3 Public Records Act

Documents which were required to be submitted in response to the Request for Statement of Information (RFSI) used in the solicitation process for this Agreement, become the exclusive property of the County. All documents submitted by Contractor to County or obtained by County in connection with County's right to audit and inspect the Contractor's documents, books and accounting records pursuant to the Agreement, Subparagraph 8.43 – Record Retention and Inspection/Audit Settlement may become a matter of public record and be regarded as public records. 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". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

In the event the 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", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

7.4 Data Destruction

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization. Available at:

<http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88>
[Rev.%201](#)

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Vendor shall certify that any County Confidential Information stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, Guidelines for Media Sanitization. Vendor shall provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all County Confidential Information was destroyed and is unusable, unreadable, and/or undecipherable.

7.5 Destructive Mechanism

The Solution, Services, including Implementation Services, Support Services, and/or deliverables does not contain, and Contractor shall not insert into the Solution or any deliverables or Services, including Implementation Services, and Support Services, any Destructive Mechanisms, as defined below. Contractor shall not invoke such mechanisms at any time, including upon expiration or termination of this Agreement for any reason. Except if and to the extent expressly necessary for performance of Support Services or any other servicing or support expressly authorized in writing by County, or in the event of breach by County confirmed by court order, administrative proceeding or mutual agreement of the parties, in no event shall Contractor or anyone acting on its behalf, disable or interfere, in whole or in part, with County's use of the Solution or any software, hardware, systems or data owned, utilized, or held by County without the written permission of the Director, whether or not the disablement is in connection with any dispute between the parties or

otherwise. Contractor understands and acknowledges that a breach of this Sub-paragraph 7.5 (Destructive Mechanism) could cause substantial harm to County and to numerous third parties having business relationships with County.

7.6 Data Encryption Requirements

Contractor and Subcontractors that electronically transmit or store County personal information (PI), protected health information (PHI) and/or medical information (MI) shall comply with the encryption standards set forth below. PI is defined in California Civil Code Section 1798.29(g). PHI is defined in Health Insurance Portability and Accountability Act (HIPAA) of 1996, and implementing regulations. MI is defined in California Civil Code Section 56.05(j).

1. **Stored Data.** Contractors' and Subcontractors' workstations and applicable portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) shall be secured via data or hard drive encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 1: General (Revision 3); (c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.
2. **Transmitted Data.** All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (b) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.
3. **Certification.** The County must receive within ten (10) business days of its request, a certification from Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption product(s) generate and such reports shall be subject to audit in accordance with the Agreement. Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 7.6 (Data Encryption Requirements) shall constitute a material

breach of this Agreement upon which the County may terminate or suspend this Agreement.

7.7 Compliance with Contractor Protection of Electronic County Information – Data Encryption Standard

The Contractor, who electronically transmits or stores personal information (PI), protected health information (PHI) and/or medical information (MI) shall comply with the encryption standards set forth below (collectively, the "Encryption Standards"). PI is defined in California Civil Code Section 1798.29(g). PHI is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA), and implementing regulations. MI is defined in California Civil Code Section 56.05(j).

7.7.1 Encryption Standards for Stored Data

Contractors' and Subcontractors' workstations and applicable portable devices that are used to access, store, receive, and/or transmit County PI, PHI or MI (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 1: General (Revision 3); (c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices.

Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

Contractors' and Subcontractors' use of remote servers (e.g. cloud storage, Software-as-a-Service or SaaS) for storage of County PI, PHI and/or MI shall be subject to written pre-approval by the County, which includes signature on this Agreement or approval of any subsequent Statement of Work.

7.7.2 Encryption Standards for Transmitted Data

All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (b) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application Specific Key Management Guidance.

Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

8.0 INDEMNIFICATION

8.1 Intellectual Property Indemnification

8.1.1 Contractor shall indemnify, hold harmless, and defend County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, but not limited to, defense costs and legal, accounting, and other expert, consulting, or professional fees and attorney's fees, as such are incurred, for or by reason of any actual or alleged infringement of any third party's U.S. patent, copyright, or other Intellectual Property Right, or any actual or alleged unauthorized trade secret disclosure or misappropriation, arising from or related to the Solution, Background Intellectual Property, (collectively, the "**Indemnified Items**") (collectively referred to for purposes of this Sub-paragraph as "**Infringement Claim(s)**"), provided that the Indemnified Item has not been altered, revised, or modified by County in a manner that causes the alleged infringement. Notwithstanding the foregoing, Contractor shall have no indemnity obligation for infringement claims arising from (A) the development of custom software code required by County and based on specifications provided by County when Contractor has advised County of potential infringement in writing; (B) use of the Indemnified Items in excess of the rights granted hereunder; or (C) County's failure to implement an update or enhancement to the Indemnified Items, provided Contractor provides the update or enhancement at no additional charge to County beyond the contracted fees and provides County with written notice that implementing the update or enhancement would avoid the infringement. Any legal defense pursuant to Contractor's indemnification obligations under this Sub-paragraph shall be conducted by Contractor and performed by counsel selected by Contractor. Notwithstanding the foregoing, County shall have the right to participate in any such defense at its sole cost and expense.

8.1.2 County shall notify Contractor, in writing, as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure. If any Indemnified Item hereunder becomes the subject of an Infringement Claim under Sub-paragraph 8.1 (Intellectual Property Indemnification), or in County's opinion is likely to become the subject of such a claim, then, in addition to defending the claim and paying any damages and attorneys' fees as required above in Sub-paragraph 8.1 (Intellectual Property Indemnification), Contractor shall, at its option and in its sole discretion and at no cost

to County, as remedial measures, either: (i) procure the right, by license or otherwise, for County to continue to use the Indemnified Items or affected component(s) thereof, or part(s) thereof, pursuant to this Agreement; or (ii) replace or modify the Indemnified Items or component(s) thereof with another software, service, item, or component(s) thereof of at least equivalent quality and performance capabilities, in County's determination, until it is determined by County that the Indemnified Items and all components thereof become non-infringing, non-misappropriating, and non-disclosing (hereinafter collectively for the purpose of this Sub-paragraph "**Remedial Act(s)**").

- 8.1.3 If Contractor fails to complete the Remedial Acts described in Sub-paragraph 8.1.2 above within forty-five (45) days of notice of the claim (and such time has not been extended by County in writing) then, County shall have the right, at its sole option, to elect to (i) terminate this Agreement with regard to the infringing Indemnified Items for default pursuant to Agreement, Sub-paragraph 8.50 (Termination for Default), in which case, in addition to other remedies available to County, Contractor shall reimburse County for all applicable fees paid by County to Contractor under the Agreement, and/or (ii) take such remedial acts as it determines to be commercially reasonable to mitigate any impairment of its use of the infringing Indemnified Items or damages (hereafter collectively referred to as "**County's Mitigation Acts**"). Contractor shall indemnify and hold harmless County for all amounts paid and all direct and indirect costs associated with County's Mitigation Acts. Failure by Contractor to pay such amounts within ten (10) Business Days of invoice by County shall, in addition to, and cumulative of all other remedies, entitle County to immediately withhold all payments due to Contractor under this Agreement up to the amount paid by County in connection with County's Mitigation Acts.

EXHIBIT P

Information Security Requirements

This Exhibit P (Information Security Requirements) sets forth information security procedures to be established by Contractor before the Effective Date of the Agreement and maintained throughout the Term of the Agreement. These procedures are in addition to the requirements of the Agreement and the Business Associate Agreement between the Parties. They present a minimum standard only. It is Contractor's sole obligation to: (i) implement appropriate administrative, physical and technical measures to secure its systems and data to protect and ensure the privacy, confidentiality, integrity and availability of County Data as defined in Section 19.11 (County Data) of the Agreement (consisting of but not limited to County Confidential Information, Personally Identifiable Information, and Protected Health Information) against internal and external threats, vulnerabilities and risks; and (ii) continuously review and revise those measures to address ongoing threats, vulnerabilities and risks. Failure to comply with the minimum standards set forth in this Exhibit will constitute a material, non-curable breach of the Agreement by Contractor, entitling County, in addition to and cumulative of all other remedies available to it at law, in equity, or under the Agreement, to immediately terminate the Agreement. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.

1. **Security Policy.** Contractor shall establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards and procedures (collectively "**Information Security Policy**"). The Information Security Policy will be communicated to all Contractor Personnel, agents and subcontractors in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks.
2. **Personnel and Contractor Protections.** Contractor shall screen and conduct background checks on all Contractor Personnel and subcontractors exposed to County Confidential Information as defined in Section ___ of the Agreement and require all employees and contractors to sign an appropriate written confidentiality/non-disclosure agreement. All agreements with third-parties involving access to Contractor's systems and data, including all outsourcing arrangements and maintenance and support agreements (including facilities maintenance), shall specifically address security risks, controls, and procedures for information systems. Contractor shall supply each of its Contractor Personnel and subcontractors with appropriate, ongoing training regarding information security procedures, risks, vulnerabilities and threats. Contractor shall have an established set of procedures to ensure Contractor Personnel and subcontractors promptly report actual and/or suspected breaches of security.
3. **Removable Media.** Except in the context of Contractor's routine back-ups or as otherwise specifically authorized by County in writing, Contractor shall institute

strict administrative, physical and logical security controls to prevent transfer of County information to any form of Removable Media. For purposes of this Exhibit, "**Removable Media**" means portable or removable hard disks, floppy disks, USB memory drives, zip disks, optical disks, CDs, DVDs, digital film, digital cameras, memory cards (e.g., Secure Digital (SD), Memory Sticks (MS), CompactFlash (CF), Smart Media (SM), Multimedia Card (MMC), and xD-Picture Card (xD)), magnetic tape, and all other removable data storage media.

4. **Storage, Transmission, and Destruction of Personally Identifiable Information and Protected Health Information.** All Personally Identifiable Information and Protected Health Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals in accordance with HIPAA, as amended and supplemented by the HITECH Act and the California Civil Code section 1798 et seq. Without limiting the generality of the foregoing, Contractor shall encrypt (i.e., National Institute of Standards and Technology (NIST) Special Publication (SP) 800-111 Guide to Storage Encryption Technologies for End User Devices¹) all Personally Identifiable Information and electronic Protected Health Information (stored and during transmission) in accordance with HIPAA and the HITECH Act, as implemented by the U.S. Department of Health and Human Services. If Personally Identifiable Information and Protected Health Information is no longer required to be retained by Contractor under the Agreement and applicable law, Contractor shall destroy such Personally Identifiable Information and Protected Health Information by: (a) shredding or otherwise destroying paper, film, or other hard copy media so that the Personally Identifiable Information and Protected Health Information cannot be read or otherwise cannot be reconstructed; and (b) clearing, purging, or destroying electronic media containing Personally Identifiable Information and Protected Health Information consistent with National Institute of Standards and Technology (NIST) Special Publication (SP) 800-88, Guidelines for Media Sanitization² and US Department of Defense (DOD) 5220.22-M data sanitization and clearing directive³ such that the Personally Identifiable Information and Protected Health Information cannot be retrieved.
5. **Data Control, Media Disposal and Servicing.** Subject to and without limiting the requirements under Section 4 (Storage, Transmission and Destruction of Personally Identifiable Information and Protected Health Information), County Data (i) may only be made available and accessible to those parties explicitly authorized under the Agreement or otherwise expressly Approved by County in writing; (ii) if transferred across the Internet, any wireless network (e.g., cellular, 802.11x, or similar technology), or other public or shared networks, must be protected using industry standard encryption technology in accordance with the NIST SP 800-52 Guidelines for the Selection and use of Transport Layer Security

¹ Available at <http://www.csrc.nist.gov/>

² Available at <http://www.csrc.nist.gov/>

³ Available at <http://www.dtic.mil/whs/directives/corres/pdf/522022MSup1.pdf>

Implementations⁴; and (iii) if transferred using Removable Media (as defined above) must be sent via a bonded courier or protected using industry standard encryption technology in accordance with NIST SP 800-111 Guide to Storage Encryption Technologies for End User Devices⁵. The foregoing requirements shall apply to back-up data stored by Contractor at off-site facilities. In the event any hardware, storage media, or Removable Media must be disposed of or sent off-site for servicing, Contractor shall ensure all County Confidential Information, including Personally Identifiable Information and Protected Health Information, has been cleared, purged, or scrubbed from such hardware and/or media using industry best practices in accordance with NIST SP 800-88, Guidelines for Media Sanitization⁶).

6. **Hardware Return.** Upon termination or expiration of the Agreement or at any time upon County's request, Contractor will return all hardware, if any, provided by County containing Personally Identifiable Information, Protected Health Information, or County Confidential Information to County. The Personally Identifiable Information, Protected Health Information, and County Confidential Information shall not be removed or altered in any way. The hardware should be physically sealed and returned via a bonded courier or as otherwise directed by County. In the event the hardware containing County Confidential Information or Personally Identifiable Information is owned by Contractor or a third-party, a notarized statement, detailing the destruction method used and the data sets involved, the date of destruction, and the company or individual who performed the destruction will be sent to a designated County security representative within fifteen (15) days of termination or expiration of the Agreement or at any time upon County's request. Contractor's destruction or erasure of Personally Identifiable Information and Protected Health Information pursuant to this Section shall be in compliance with industry Best Practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization⁷).
7. **Physical and Environmental Security.** Contractor facilities that process County Data will be housed in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.
8. **Communications and Operational Management.** Contractor shall: (i) monitor and manage all of its information processing facilities, including, without limitation, implementing operational procedures, change management and incident response procedures; and (ii) deploy adequate anti-viral software and adequate back-up facilities to ensure essential business information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures will

⁴ Available at <http://www.csrc.nist.gov/>

⁵ Available at <http://www.csrc.nist.gov/>

⁶ Available at <http://www.csrc.nist.gov/>

⁷ Available at <http://www.csrc.nist.gov/>

be adequately documented and designed to protect information, computer media, and data from theft and unauthorized access.

9. **Access Control.** Contractor shall implement formal procedures to control access to its systems, services, and data, including, but not limited to, user account management procedures and the following controls:
 - a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of properly configured firewalls;
 - b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication, authorization, and event logging;
 - c. Applications will include access control to limit user access to information and application system functions; and
10. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Contractor shall record, review and act upon all events in accordance with incident response policies set forth below.
11. **Compliance, Right to Audit, and Incident Notification.** Contractor must comply to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").
12. **Security Incident.** A "Security Incident" shall have the meaning given to such term in 45 C.F.R. § 164.304.
 - a. Contractor will promptly notify (but in no event more than twenty-four (24) hours after the detection of a Security Incident) the designated County security contact by telephone and subsequently via written letter of any potential or actual security attacks or Security Incidents.
 - b. The notice shall include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence. A Security Incident includes instances in which internal personnel access systems in excess of their user rights or use the systems inappropriately.
 - c. Contractor will provide a monthly report of all Security Incidents noting the actions taken. This will be provided via a written letter to the County security representative on or before the first (1st) week of each calendar month. County may, but is not obligated to perform audits of Contractor's environment that may include interviews of relevant personnel, review of

policies, procedures and guidelines, and other documentation, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Data. County shall exercise such right only during normal business hours, with no less than 30 days advance written notice to Contractor, and no more than once per calendar year. The cost of the audit shall be paid by County. Upon completion of the audit, Contractor will be notified in writing of the results and the Parties agree to use good faith efforts to resolve any dispute that may arise from any audit.

- d. In the event County desires to conduct a penetration test, County shall provide contemporaneous notice to Contractor's Vice President of Audit, or such equivalent position. The scope of a penetration test initiated at County's request shall be mutually agreed upon by the parties. Contractor shall provide all information reasonably requested by County in connection with penetration testing. Contractor agrees to consider all reasonable recommendations that result from such tests within reasonable timeframes. County reserves the right to view, upon request, any security reports that Contractor has undertaken on its behalf to assess Contractor's own network security. If requested, copies of these reports will be sent via bonded courier to the County security contact. Contractor will notify County of any new assessments.

13. **Contractor Self Audit.** Contractor will provide to County a summary of: (1) the results of any security audits, security reviews, or other relevant audits listed below, conducted by Contractor or a third-party as applicable; and (2) the corrective actions or modifications, if any, Contractor will implement in response to such audits.

Relevant audits conducted by Contractor as of the Effective Date include:

- a. ISO 27001:2013 (Information Security Management) or FDA's Quality System Regulation, etc. – Contractor-Wide. A full recertification is conducted every three (3) years with surveillance audits annually.
- i. **External Audit** – Audit conducted by non-Contractor personnel, to assess Contractor's level of compliance to applicable regulations, standards, and contractual requirements.
 - ii. **Internal Audit** – Audit conducted by qualified Contractor Personnel (or contracted designee) not responsible for the area of review, of Contractor organizations, operations, processes, and procedures, to assess compliance to and effectiveness of Contractor's Quality System ("**CQS**") in support of applicable regulations, standards, and requirements.
 - iii. **Supplier Audit** – Quality audit conducted by qualified Contractor Personnel (or contracted designee) of product and service suppliers contracted by Contractor for internal or Contractor client use.

- iv. **Detailed findings-** are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above and the ISO certificate is published on Contractor's website.
- b. SOC-2 (formerly known as SAS-70 II and SSAE-16) – As to the Hosting Services only:
 - i. Audit spans a full twelve (12) months of operation and bridging letter from Contractor provided upon request during interim intended to convey that Contractor assures continued effectiveness of controls during the interim period.
 - ii. The resulting detailed report is available to County.

Detailed findings are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above.

14. **Security Audits.** In addition to the audits described in Section 11 (Contractor Self Audit), during the Term of the Agreement, County or its third-party designee may annually, or more frequently as agreed in writing by the Parties, request a report of a security audit (e.g., attestation of security controls) of Contractor's hosted data center and systems. The audit report will be delivered at a time mutually agreed to by the Parties, but in no event on a date more than ninety (90) days from the date of the request by County. County's request for security audit will specify the areas (e.g., Administrative, Physical and Technical) that are subject to the audit and may include but not limited to physical controls, process reviews, policy reviews, evidence of external and internal vulnerability scans, penetration tests results, evidence of code reviews, and evidence of system configuration and audit log reviews. County shall pay for all costs associated with the audit. It is understood that summary data of the results may be filtered to remove the specific information of other Contractor customers such as IP address, server names, and others. Contractor shall cooperate with County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.
15. **Risk Assessment.** Contractor shall conduct an accurate and thorough assessment of the risk and vulnerabilities to the confidentiality, integrity and availability of electronic Protected Health Information held by the County consistent with NIST Special Publication 800-30 rev 1, Guide for Conducting Risk Assessment. Contractor shall document risk, review risk assessment results and update risk assessment at least every year or upon significant change to the System.

EXHIBIT Q
**Contractor Acknowledgement, Confidentiality
& Copyright Assignment Agreement**

CONTRACTOR NAME: MMODAL Services, Ltd.

Agreement No. 77540

GENERAL INFORMATION:

The Contractor referenced above has entered into an Agreement with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Agreement between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

COPYRIGHT ASSIGNMENT AGREEMENT

Contractor and Contractor's Staff agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by Contractor and Contractor's Staff in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, Contractor and Contractor's Staff hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, Contractor and Contractor's Staff agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject them to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**ZERO TOLERANCE HUMAN TRAFFICKING
POLICY CERTIFICATION**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number: - -		

CONTRACTOR CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Contractor acknowledges and certifies compliance with Sub-paragraph 8.61 - Compliance with County's Zero Tolerance Human Trafficking Policy of the Agreement and agrees that Contractor or a member of Contractor's staff performing work under the Agreement will be in compliance. Contractor further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in cancellation of the Agreement, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date: - -