



FESIA A. DAVENPORT
Acting Chief Executive Officer

County of Los Angeles Health and Mental Health Services

DATE: Thursday, November 12, 2020
TIME: 10:00 a.m.

**DUE TO CLOSURE OF ALL COUNTY BUILDINGS,
MEETING WILL BE HELD BY PHONE.
TO PARTICIPATE IN THE MEETING, PLEASE CALL AS FOLLOWS:
DIAL-IN NUMBER: 1 (323) 776-6996
CONFERENCE ID: 479494149#**

**THIS TELECONFERENCE WILL BE MUTED FOR ALL CALLERS. PLEASE DIAL *6 TO
UNMUTE YOUR PHONE WHEN IT IS YOUR TIME TO SPEAK.**

AGENDA

Members of the Public may address the Health and Mental Health Services Meeting on any agenda item. Three (3) minutes are allowed for each item.

- I. Call to order
- II. **NOTICE OF CLOSED SESSION – (Set for 9:00 am)**

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

(Paragraph (2) of Subdivision (d) of Government Code Section 54956.9)
Significant exposure to litigation (one case).
- III. **Information Item(s)** (Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices):
 - a. **DPW/DHS:** MLK Behavioral Health Center Project – Approve Construction Change Order
 - b. **DHS:** Approval to Exceed Incidental Expenses for Official Functions and Meetings and Delegated Authority to Enter into or Amend Agreements for Related Services All Supervisorial Districts

IV. **Presentation Item(s):**

- a. **DPH:** Approval to Execute 13 Amendments to Contracts for STD Screening, Diagnosis and Treatment Services in Los Angeles County Effective Upon Date of Board Approval through December 31, 2022 or Date of Board Approval through January 31, 2023 (#05476)
- b. **DHS:** Approval to Delegate Authority to Amend Four Agreements with Cerner on A Sole Source Basis, Approval of Other Contract Actions, and Request for Hiring Authority
- c. **DHS:** Approval of A Cost Accounting and Decision Support Services Agreement with Strata Decision Technology, LLC
- d. **DHS:** Authorize the County Purchasing Agent to Issue a Confirming Purchase Order to Amplex Group Services Inc. for Electrostatic Disinfection and Sanitation Services at Various Los Angeles County Jail Facilities
- e. **DPH:** Authorization to Accept and Sign Standard Agreement Number 20-10528 and Future Agreements and/or Amendments from the California Department of Public Health for the Childhood Lead Poisoning Prevention Program (#05452)

V. Items Continued from a Previous Meeting of the Board of Supervisors or from the Previous Agenda Review Meeting

VI. Items not on the posted agenda for matters requiring immediate action because of an emergency situation, or where the need to take immediate action came to the attention of the Department subsequent to the posting of the agenda

VII. Public Comment

VIII. Adjournment

BOARD LETTER FACT SHEET

Agenda Review Date: November 12, 2020

Board Meeting Date: November 24, 2020

Sup. Dist. / SPA No.: 2

DEPARTMENT: PUBLIC WORKS

SUBJECT: Martin Luther King, Jr. Behavioral Health Center Renovation Project
Approve Construction Change Orders

I. PUBLIC BENEFIT (precise description, mandated or non-mandated)

- a. Non-mandated. The Project is a collaborative effort among the Departments of Mental Health, Public Health, Health Services, Probation, and Workforce Development, Aging, and Community Services, to provide clinical and patient care services.

II. RECOMMENDED ACTIONS (summarized)

- a. Public Works is seeking Board approval to execute a construction change order with Bernards Bros. Inc., for the Martin Luther King, Jr. Medical Campus Behavioral Health Center Renovation project.

III. COST AND FUNDING SOURCES

Cost: The change order amount is not-to-exceed \$550,000

Funding: There is sufficient funding available in the previous Board-approved project budget of \$335,714,000 to approve and execute the recommended change order. Funding is provided by each participating Department based on their specific allocation of space programmed within the facility. The change order amounts are being tracked and allocated to the respective tenant departments. At the completion of the project, the final cost allocations will be adjusted based on the change orders amounts allocated to each department.

IV. BACKGROUND (critical and/or insightful)

- a. On September 3, 2019, the Board approved the revised project budget of \$335,714,000 for the MLK BHC Renovation project, and authorized Public Works to award a design-build agreement to the most qualified bidder, Bernards, to provide design and construction services for a maximum contract sum of \$244,967,582. Construction began in January 2020 and is 75 percent complete.
- b. During the Design-Build design phase of the project, the tenant departments requested additional security devices to support the programs operational and programmatic needs, in addition to what was included in the base contract per Scoping Documents. The additional security devices include 40 security cameras, 54 card readers, and 71 duress buttons. These changes are tenant requested requirements to meet the operational and programmatic needs for the safety of the patients and staff.

V. POTENTIAL ISSUE(S)

- a. None

VI. DEPARTMENT & COUNTY COUNSEL CONTACTS

- * DPW: Esther Diaz (626) 300-2333 | Health Services: Phil Franks (213) 288-8076 |
* County Counsel: Talin Halabi (213) 974-8948; Lauren Dods 213-974-1856

November 24, 2020

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

Dear Supervisors:

**CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
MARTIN LUTHER KING, JR. MEDICAL CAMPUS
BEHAVIORAL HEALTH CENTER RENOVATION PROJECT
APPROVE CONSTRUCTION CHANGE ORDER
CAPITAL PROJECT NOS. 87446, 87487, 87488, AND 89107
(SUPERVISORIAL DISTRICT 2)
(4 VOTES)**

SUBJECT

Public Works is seeking Board approval to execute a construction change order with Bernards Bros. Inc. for the Martin Luther King, Jr. Medical Campus Behavioral Health Center Renovation Project.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the recommended actions are within the scope of the environmental impacts analyzed in the previously certified Addendum to the Final Environmental Impact Report for the Martin Luther King, Jr. Behavioral Health Center Renovation Project.
2. Approve and authorize the Director of Public Works or his designee to finalize and execute a change order with Bernards Bros. Inc., for a not-to-exceed amount of \$550,000, to install additional security devices at various locations throughout the building.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find that the revised scope of work is within the scope of the previously certified Addendum prepared under the California Environmental Quality Act (CEQA) to the Final Environmental Impact Report (FEIR); and authorize the Director of Public Works to execute a change order for a not-to-exceed amount of

\$550,000 with Bernards Bros. Inc. at the Martin Luther King, Jr. (MLK) Behavioral Health Center (BHC) Renovation Project.

Background

On December 11, 2018, the Board certified the Addendum to the FEIR and approved the MLK BHC Renovation Project.

On September 3, 2019, the Board approved the revised project budget of \$335,714,000 for the MLK BHC Renovation Project, and authorized Public Works to award and execute a Design-Build (D-B) agreement with the most qualified bidder, Bernards, to provide design and construction services. After further negotiations, the agreement was executed for a maximum contract sum of \$244,967,582. Construction began in January 2020 and is currently 75 percent complete.

On May 12, 2020, the Board approved the execution of four construction change orders totaling a not-to-exceed amount of \$4,283,000 due to unforeseen conditions.

During the D-B design phase of the project, the tenant departments requested additional security devices to support the programs operational and programmatic needs, in addition to what was included in the base contract per Scoping Documents. The additional security devices include 40 security cameras, 54 card readers, and 71 duress buttons. The additional security cameras are to be installed in the corridors, stairwells, activity rooms, day rooms, triage rooms, open patient areas, lobbies, and at the building entrances and exits to provide full coverage of surveillance in client areas as required for client and staff security. The additional card readers are to be installed at exterior doors, mental health offices, Sheriff and Probation corridors, medication rooms, utility rooms, and various circulation spaces to regulate access to staff and patients. The additional duress buttons are to be installed at staff stations, offices, medicine rooms, activity rooms, including mental health and caseworker offices where staff will interview clients. The revised scope of work includes installing cabling and security devices, including associated licenses, increased server storage capacity, programming, and commissioning. These changes are tenant requested requirements to meet the operational and programmatic needs for the safety of the patients and staff.

Approval of these recommendations will allow Public Works to issue a change order to Bernards in a total not-to-exceed amount of \$550,000.

Green Building/Sustainable Design Program

On December 20, 2016, the Board adopted a new Leadership in Energy and Environmental Design policy. The MLK BHC Renovation Project supported the Board's policy by providing a cost-benefit assessment for the renovation project. The cost-benefit assessment determined that it makes environmental and fiscal sense to retrofit the existing building to achieve Leadership in Energy and Environmental Design Silver Certification.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy II.1, Drive Economic and Workforce Development in the County, Strategy II.2, Support the Wellness of our Communities; and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability by supporting the wellness of our communities and enhancing the delivery of behavioral healthcare services that will in turn benefit the common good by driving the development of the workforce and the economic development of the County.

FISCAL IMPACT/FINANCING

The total cost of procurement and installation of the additional security system devices have been negotiated for a not-to-exceed amount of \$550,000. To date, Public Works has executed change orders in the total amount of \$5,165,602, that will increase to \$5,715,602 upon the Board's approval of the proposed change order, which is 28.4 percent of the total change order contingency and constitutes 2.3 percent of the original contract amount. There is sufficient funding available in the previous Board-approved project budget of \$335,714,000 to approve and execute the recommended change order. The Project Budget Summary is enclosed.

Funding is provided by each participating Department based on their specific allocation of space programmed within the facility. As indicated in the May 12, 2020, Board letter, the revised percentage allocation for the Departments of Mental Health, Public Health; Probation; Health Services; and Workforce Development, Aging, and Community Services are as follows: 59.9 percent, 20.8 percent, 9.9 percent, 8.0 percent, and 1.4 percent, respectively, as approved by each department. Additionally, the change order amounts are being tracked and allocated to the respective tenant departments. At the completion of the project, the final cost allocations will be adjusted based on the change orders amounts allocated to each department.

The project is funded from the operating budgets of the participating departments as follows: Department of Mental Health (Capital Project [CP] No. 87488) - \$15,100,000; Department of Health Services (CP No. 87446) - \$26,823,000; and Probation Department (CP No. 87487) - \$33,211,000.

The remaining amount of the revised total project cost of \$260,580,000, is funded initially with short-term notes through the Los Angeles County Capital Asset Lease Corporation Lease Revenue Note Program. The short-term borrowing through the Note Program will eventually be refinanced through the issuance of long-term bonds. The proceeds from the sale of bonds will be used to refinance outstanding Lease Revenue Obligation Notes that were used as the initial funding vehicle for the construction and capital improvements of the project. The annual repayment of the bond issued will be paid from the participating departments' operating budgets.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In accordance with the Board's Civic Art Policy, the project budget includes one percent of the design and construction costs to be allocated to the Civic Art fund. The eligible Civic Art Allocation remains at \$1,000,000.

In accordance with the Board's consolidated Local and Targeted Worker Hire Policy adopted on September 6, 2016, the projects continue to require that at least 30 percent of the total California craft worker hours for construction of the project be performed by Local Residents and at least 10 percent be performed by Targeted Workers facing employment barriers.

Section 20137 of the Public Contract Code allows the Board, with a four-fifths vote, to authorize an individual change order to a construction contract that is 10 percent or less of the original contract amount without having to obtain bids for the work. The change order, hereunder, is within the statutory threshold.

ENVIRONMENTAL DOCUMENTATION

On October 11, 2011, the Board approved the MLK Medical Center Multi-Service Ambulatory Care (Tier I) Project, and conceptually approved the future MLK Medical Center Campus Redevelopment (Tier II) Project. On January 15, 2013, the Board of Supervisors adopted the MLK Campus Master Plan as a policy document to serve as a guideline for the future development of facilities and services at the campus and found that the master plan is within the scope of the previously conceptually approved Tier II development.

On December 11, 2018, the Board, acting as lead agency under CEQA, certified an Addendum to the FEIR on October 11, 2011, for the MLK Medical Campus Redevelopment Project when it approved the MLK BHC Renovation Project.

The recommended actions are within the scope of the impacts analyzed in the previously certified Addendum and FEIR, and there have been no substantial changes to the project or to the circumstances under which it will be undertaken that require further findings under CEQA. The Mitigation Monitoring and Reporting Program, Environmental Findings of Fact, and Statement of Overriding Considerations, adopted at the time of FEIR certification will continue to apply.

Upon the Board's approval of the recommended actions, Public Works will file a Notice of Determination with the Registrar-Recorder/County Clerk in accordance with Section 21152(a) of the California Public Resources Code.

CONTRACTING PROCESS

On September 3, 2019, the Board authorized the award of a D-B contract to Bernards for an amount of \$243,467,582 plus a \$1,000,000 design completion allowance and a \$500,000 medical equipment allowance. To date, Public Works has executed two allowance reallocation orders in the total amount of \$754,321. Of the \$20,057,418 change order contingency of the Board-approved budget, Public Works has also executed 15 change orders under the delegated authority of the Director of Public Works pursuant to Public Contract Code Sections 20142 and 20145, and four change orders approved by the Board in the combined amount of \$5,165,602. The executed allowance reallocation orders and change orders increased the total contract amount by \$5,919,923. Approval of the recommended actions to issue a construction change order to Bernards will increase the contract amount by a \$550,000 not-to-exceed amount, for a revised total contract amount of \$249,937,505.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will have no impact on current services at the campus. Patient care services on campus will remain fully operational during construction. The construction will occur in the building that is currently vacant.

The Honorable Board of Supervisors
November 24, 2020
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CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Project Management Division I.

Respectfully submitted,

MARK PESTRELLA
Director of Public Works

EM:jc

Enclosures

c: Department of Arts and Culture
Chief Executive Office (Capital Programs Division)
County Counsel
Executive Office
Department of Health Services (Capital Projects Division)
Department of Mental Health
Probation Department
Department of Public Health
Workforce Development, Aging, and Community Services

**CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
MARTIN LUTHER KING, JR. MEDICAL CAMPUS
BEHAVIORAL HEALTH CENTER RENOVATION PROJECT
APPROVE CONSTRUCTION CHANGE ORDER
CAPITAL PROJECT NOS. 87446, 87487, 87488, AND 89107
(SUPERVISORIAL DISTRICT 2)
(4 VOTES)**

I. PROJECT SCHEDULE SUMMARY

Project Activity	Scheduled Completion Date
BHC Make-Ready	
Construction Documents	May 14, 2019 (Actual)
Jurisdictional Approvals	June 17, 2019 (Actual)
Construction Award	September 5, 2019 (Actual)
Substantial Completion	January 13, 2020 (Actual)
BHC Renovation	
Scoping Documents	April 18, 2019 (Actual)
Design-Build Award	September 24, 2019 (Actual)
Jurisdictional Approvals	June 16, 2020 (Actual)
Partial Completion (Phase 1)	October 15, 2020 (Actual)
Substantial Completion (Phase 2)	June 2021
Project Acceptance	September 2021

II. PROJECT BUDGET SUMMARY

Project Budget Category	Board Approved Budget	Changes Since Previous Board Approved Budget	Revised Budget
Design-Build Construction	\$244,967,582	\$ 5,715,602	\$250,683,184
Make-Ready Construction	\$ 19,375,000	\$ 0	\$ 19,375,000
Change Orders Contingency	\$ 20,057,418	(\$ 5,715,602)	\$ 14,341,816
Civic Arts	\$ 1,000,000	\$ 0	\$ 1,000,000
Plans and Specifications	\$ 10,000,000	\$ 0	\$ 10,000,000
Consultant Services	\$ 11,260,000	\$ 0	\$ 11,260,000
Miscellaneous Expenditures	\$ 194,000	\$ 0	\$ 194,000
Jurisdictional Review/Plan Check/Permits	\$ 3,150,000	\$ 0	\$ 3,150,000
County Services	\$ 25,710,000	\$ 0	\$ 25,710,000
TOTAL	\$335,714,000	\$ 0	\$335,714,000

November 24, 2020

DRAFT

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

Dear Supervisors:

**APPROVAL TO EXCEED INCIDENTAL EXPENSES FOR OFFICIAL FUNCTIONS
AND MEETINGS AND DELEGATED AUTHORITY TO ENTER INTO OR AMEND
AGREEMENTS FOR RELATED SERVICES
ALL SUPERVISORIAL DISTRICTS (3 VOTES)**

SUBJECT

Request for approval to exceed the total annual incidental expense limit of \$50,000 and \$10,000 per event, for third tier departments in Fiscal Year 2020-21, to cover the costs of holiday employee recognition events associated with County business, and in support of the Department's mission.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Director of Health Services (Director), or designee, to exceed the Department of Health Services' (DHS) total incidental expenses authority for Fiscal Year (FY) 2020-21 in order to host and conduct holiday employee recognition events, in an amount not to exceed \$100,900.
2. Delegate authority to the Director, or designee, to enter into one or more agreements, or amend one or more agreements, to purchase food and beverage (catering) services for the events referenced in the first recommendation, in an aggregate amount not to exceed \$100,900, subject to review and approval by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of the recommended actions will authorize and delegate authority to the Director, or designee, to exceed DHS' spending authority for incidental expenses, and enter into agreements, or amend existing agreements, for the provision of food and beverage (catering) services at end of calendar year 2020 holiday employee recognition events at various DHS facilities.

2020 has been a year of extraordinary and complex challenges. DHS' workforce has and will continue to answer these challenges and work tirelessly to improve the lives of our patients. From the onset of the Corona Virus 2019 (COVID-19) pandemic, DHS'

workforce has ensured that our hospitals, clinics and correctional health services have continuously remained open to provide emergency and critical patient care services. These past nine months have been particularly difficult on our workforce who have served on the frontlines delivering critical services to our patients and the community. DHS' workforce has adapted quickly and resolutely in an unprecedented environment to meet our mission of advancing the health of our patients and our communities by providing extraordinary care. They have given their all, and more, in carrying out this mission. Providing our workforce with a recognition event as a small gesture of our immense appreciation for all that they have done and will continue to do, is the least we could do.

Implementation of Strategic Plan Goals

The recommended actions support Strategy III.1, "Continually Pursue Development of Our Workforce;" and Strategy III.3, "Operational Effectiveness, Fiscal Responsibility, and Accountability;" of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

DHS' approximate costs for the FY 2020-21 is as follows: Harbor-UCLA Medical Center (\$24,000), LAC+USC Medical Center (\$47,500), Olive View-UCLA Medical Center (\$15,500), Rancho Los Amigos National Rehabilitation Center (\$7,500), and the Ambulatory Care Network (\$11,400) for a total cost of \$105,900 with an offset of \$5,000 from other sources for a net total expenditure not to exceed \$100,900.

Funding for aforementioned incidental expenses is included in DHS' FY 2020-21 Final Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Section 5.40.097 of the County Code permits departments to purchase food and beverages for official functions and meetings authorized by the department head up to \$500 per occasion with a maximum of \$5,000 per year. Any expenditure of more than \$500 per occurrence must be approved in advance by the Chairperson of the Board of Supervisors. Expenditures exceeding the \$5,000 annual limit must be approved in advance by the Board as an agenda item.

Authorized expenses include: (a) coffee, other liquid refreshments, and food items for departmental meetings; meetings with individual Board members and/or their representatives, and/or other County officials; and meetings of Board-appointed advisory commissions and committees; (b) refreshments or meals when meeting with County business clients, including individuals or organizations which directly or indirectly benefit the community and/or the main mission of the Department; and (c) other reasonable expenses including, but not limited, to refreshments or meals incurred by the Director, or her designee, associated with County business, including special recognition, non-routine events, matters of protocol, staff training, and management strategy or planning sessions, and retreats conducted to improve the quality of service provided to the public.

However, pursuant to a January 7, 2020 Motion, the Board approved adoption of the Incidental Expense Board Policy (Policy), which states, in part, "It is the County's policy to allow departments to purchase meals, food, and non-alcoholic beverage items for County employees for meetings, conferences, and events (e.g., training) **deemed necessary by the Department Head to support their department's mission** (Incidental Expense Policy)." Per the policy, DHS is a Tier 3 department with an annual incidental expense limit of \$50,000 and a per-occurrence limit of \$10,000. In addition, department heads must ensure incidental expenses are reasonable and necessary, maintain appropriate stewardship of public funds, and deploy limited public resources in a prudent and cost-effective manner.

The policy provides that a Department may submit a signed request with the Auditor-Controller to exceed the per occurrence limit. Should your Board approve the Department's request to exceed the annual \$50,000 limit, the Director will move forward with a request to exceed the per occurrence limit as to Harbor-UCLA and LAC+USC Medical Centers.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended action will enable DHS to reimburse staff for incidental expenses related to official departmental functions and meetings during FY 2020-21, that are in alignment with DHS operational objectives for implementation of new programs and improved patient care, as well as, the Department's efforts to support the Board Strategic Initiatives.

Respectfully submitted,

Christina R. Ghaly, M.D.
Director

CRG:jaa

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

Version 1.

BOARD LETTER FACT SHEET

Agenda Review Date:

Board Meeting Date:

Sup. Dist. / SPA No.:

DEPARTMENT:

SUBJECT:

I. PUBLIC BENEFIT (precise description, mandated or non-mandated)

II. RECOMMENDED ACTIONS (summarized)

III. COST AND FUNDING SOURCES

Cost:

Funding:

IV. BACKGROUND (critical and/or insightful)

V. POTENTIAL ISSUE(S)

VI. DEPARTMENT & COUNTY COUNSEL CONTACTS

November 24, 2020

DRAFT

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

Dear Supervisors:

**APPROVAL TO EXCEED INCIDENTAL EXPENSES FOR OFFICIAL FUNCTIONS
AND MEETINGS AND DELEGATED AUTHORITY TO ENTER INTO OR AMEND
AGREEMENTS FOR RELATED SERVICES
ALL SUPERVISORIAL DISTRICTS
(3 VOTES)**

SUBJECT

Request for approval to exceed the total annual incidental expense limit of \$50,000 and \$10,000 per event, for third tier departments in Fiscal Year 2020-21, to cover the costs of holiday employee recognition events associated with County business, and in support of the Department's mission.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Director of Health Services (Director), or designee, to exceed the Department of Health Services' (DHS) total incidental expenses authority for Fiscal Year (FY) 2020-21 in order to host and conduct holiday employee recognition events, in an amount not to exceed \$99,000.
2. Delegate authority to the Director, or designee, to enter into one or more agreements, or amend one or more agreements, to purchase food and beverage (catering) services for the events referenced in the first recommendation, in an aggregate amount not to exceed \$99,000, subject to review and approval by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of the recommended actions will authorize and delegate authority to the Director, or designee, to exceed DHS' spending authority for incidental expenses, and enter into agreements, or amend existing agreements, for the provision of food and beverage (catering) services at end of calendar year 2020 holiday employee recognition events at various DHS facilities.

2020 has been a year of extraordinary and complex challenges. DHS' workforce has and will continue to answer these challenges and work tirelessly to improve the lives of our

patients. From the onset of the Corona Virus 2019 (COVID-19) pandemic, DHS' workforce has ensured that our hospitals, clinics and correctional health services have continuously remained open to provide emergency and critical patient care services. These past nine months have been particularly difficult on our workforce who have served on the frontlines delivering critical services to our patients and the community. DHS' workforce has adapted quickly and resolutely in an unprecedented environment to meet our mission of advancing the health of our patients and our communities by providing extraordinary care. They have given their all, and more, in carrying out this mission. Providing our workforce with a recognition event as a small gesture of our immense appreciation for all that they have done and will continue to do, is the least we could do.

Implementation of Strategic Plan Goals

The recommended actions support Strategy III.1, "Continually Pursue Development of Our Workforce;" and Strategy III.3, "Operational Effectiveness, Fiscal Responsibility, and Accountability;" of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

DHS' approximate costs for the FY 2020-21 is as follows: Harbor-UCLA Medical Center (\$24,000), LAC+USC Medical Center (\$47,500), Olive View-UCLA Medical Center (\$15,500), Rancho Los Amigos National Rehabilitation Center (\$7,500), and the Ambulatory Care Network (\$9,500) for a total cost of \$104,000 with an offset of \$5,000 from other sources for a net total expenditure not to exceed \$99,000.

Funding for aforementioned incidental expenses is included in DHS' FY 2020-21 Final Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Section 5.40.097 of the County Code permits departments to purchase food and beverages for official functions and meetings authorized by the department head up to \$500 per occasion with a maximum of \$5,000 per year. Any expenditure of more than \$500 per occurrence must be approved in advance by the Chairperson of the Board of Supervisors. Expenditures exceeding the \$5,000 annual limit must be approved in advance by the Board as an agenda item.

Authorized expenses include: (a) coffee, other liquid refreshments, and food items for departmental meetings; meetings with individual Board members and/or their representatives, and/or other County officials; and meetings of Board-appointed advisory commissions and committees; (b) refreshments or meals when meeting with County business clients, including individuals or organizations which directly or indirectly benefit the community and/or the main mission of the Department; and (c) other reasonable expenses including, but not limited, to refreshments or meals incurred by the Director, or designee, associated with County business, including special recognition, non-routine events, matters of protocol, staff training, and management strategy or planning sessions, and retreats conducted to improve the quality of service provided to the public.

However, pursuant to a January 7, 2020 Motion, the Board approved adoption of the Incidental Expense Board Policy (Policy), which states, in part, "It is the County's policy to allow departments to purchase meals, food, and non-alcoholic beverage items for County employees for meetings, conferences, and events (e.g., training) **deemed necessary by the Department Head to support their department's mission** (Incidental Expense Policy)." Per the policy, DHS is a Tier 3 department with an annual incidental expense limit of \$50,000 and a per-occurrence limit of \$10,000. In addition, department heads must ensure incidental expenses are reasonable and necessary, maintain appropriate stewardship of public funds, and deploy limited public resources in a prudent and cost-effective manner.

The policy provides that a Department may submit a signed request with the Auditor-Controller to exceed the per occurrence limit. Should your Board approve the Department's request to exceed the annual \$50,000 limit, the Director will move forward with a request to exceed the per occurrence limit as to Harbor-UCLA and LAC+USC Medical Centers.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended action will enable DHS to reimburse staff for incidental expenses related to official departmental functions and meetings during FY 2020-21, that are in alignment with DHS operational objectives for implementation of new programs and improved patient care, as well as, the Department's efforts to support the Board Strategic Initiatives.

Respectfully submitted,

Christina R. Ghaly, M.D.
Director

CRG:jaa

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

BOARD LETTER FACT SHEET

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Agenda Review Date:

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SUBJECT:

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II. RECOMMENDED ACTIONS (summarized)

III. COST AND FUNDING SOURCES

Cost:

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IV. BACKGROUND (critical and/or insightful)

V. POTENTIAL ISSUE(S)

VI. DEPARTMENT & COUNTY COUNSEL CONTACTS



BARBARA FERRER, Ph.D., M.P.H., M.Ed.
Director

MUNTU DAVIS, M.D., M.P.H.
County Health Officer

MEGAN McCLAIRE, M.S.P.H.
Acting Chief Deputy Director

313 North Figueroa Street, Room 806
Los Angeles, California 90012
TEL (213) 240-8117 • FAX (213) 975-1273

www.publichealth.lacounty.gov



BOARD OF SUPERVISORS

Hilda L. Solis
First District

Mark Ridley-Thomas
Second District

Sheila Kuehl
Third District

Janice Hahn
Fourth District

Kathryn Barger
Fifth District

November 24, 2020

DRAFT

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

Dear Supervisors:

**APPROVAL TO EXECUTE 13 AMENDMENTS TO CONTRACTS FOR STD
SCREENING, DIAGNOSIS, AND TREATMENT SERVICES IN LOS ANGELES
COUNTY EFFECTIVE UPON DATE OF BOARD APPROVAL THROUGH
DECEMBER 31, 2022 OR DATE OF BOARD APPROVAL THROUGH
JANUARY 31, 2023
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval to execute 13 amendments to contracts for STD Screening, Diagnosis, and Treatment Services in Los Angeles County effective upon date of Board approval, and delegated authority to extend the term through December 31, 2024 or January 31, 2025.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of the Department of Public Health (DPH), or designee, to execute 13 amendments, substantially similar to Exhibit I, with the providers listed in Attachment A, to add two standard contract language provisions related to 1) Funding/Services Adjustments and Reallocations and 2) Alterations of Terms/Amendments, that were omitted from the original approved STD Screening, Diagnosis, and Treatment Services (STD-SDTS) and STD Sexual Health Express Clinic (SHEX-C) contracts.

2. Delegate authority to the Director of DPH, or designee, to execute amendments to the contracts that extend the term for up to two additional one-year periods at the annual maximum obligation through December 31, 2024 or January 31, 2025; allow a no-cost adjustment through June 30, 2025 or July 31, 2026; allow the rollover of unspent contract funds; provide an increase or decrease in funding up to 25 percent above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable contract period, and make corresponding service adjustments, as necessary, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office.
3. Delegate authority to the Director of DPH, or designee, to execute change notices to the contracts that authorize modifications to or within budget categories within each budget, and corresponding service adjustments, as necessary; changes to hours of operation and/or service locations; and/or make changes to the contract's terms and conditions.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of Recommendation 1 will allow DPH to execute 13 amendments to the STD contracts listed in Attachment A, to add two standard contract language provisions, namely 1) Paragraph 7, Funding/Services Adjustments and Reallocations and 2) Paragraph 8, Alterations of Terms/Amendments. Originally, the 13 STD contracts were to be included in the December 17, 2019 Board letter that authorized the execution of HIV Testing Services (HTS) contracts. Due to the protest process resulting from the solicitation, Request for Proposals No. 2019-001, for STD-STDs and SHEx-C services, which were not yet finalized at the time, DPH did not include the 13 STD contracts under the December 17, 2019 Board letter. As a result, STD-SDTS and SHEx-C services were approved by DPH on December 17, 2019 and January 16, 2020, respectively, with expiration dates of December 31, 2022 and January 31, 2023, respectively, using the November 20, 2018 Board motion which allows DPH to enter into new STD contracts as a result of a solicitation and the use of Tobacco Settlement Funds. The newly contracted services began on January 1, 2020 for STD-SDTS and on February 1, 2020 for SHEx-C. The Board motion approved on November 20, 2018, giving DPH the referenced delegated authority, did not include the standard contract language provisions related to change notices, extensions, and augmentations. Therefore, DPH is requesting approval to amend the 13 STD contracts to include the standard contract language provisions tied to funding adjustments and alterations of terms.

Approval of Recommendation 2 will allow DPH to execute amendments to the contracts to extend and/or adjust the term of the contracts; rollover unspent funds; and /or increase or decrease funding up to 25 percent above or below the annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable contract term, and make corresponding service adjustments, as necessary. This recommended action will enable DPH to amend contracts to adjust the term at no cost for a period of up to six months beyond the expiration date. Such amendments will only be executed if and when there is an unanticipated extension of the term of the applicable

grant funding to allow additional time to complete services and utilize grant funding. This authority is being requested to enhance DPH's efforts to expeditiously maximize grant revenue, consistent with Board Policy 4.070: Full Utilization of Grant funds.

Recommendation 2 will also enable DPH to amend contracts to allow for the provision of additional units of funded services that are above the service level identified in the current contract and/or the inclusion of unreimbursed eligible costs, based on the availability of grant funds and grant funder approval.

Approval of Recommendation 3 will allow DPH to execute change notices to the contracts that authorize modifications to or within budget categories within each budget, and corresponding service adjustments, as necessary; changes to hours of operation and/or service locations; and/or changes to the contract's terms and conditions.

Implementation of Strategic Plan Goals

The recommended actions support Strategy I.2, Enhance Our Delivery of Comprehensive Interventions, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

Under this Board action, there is no fiscal impact as there is no change to the maximum obligation of these contracts.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

As required under Board Policy 5.120, your Board was notified on November 6, 2019 of DPH's request to increase or decrease funding up to 25 percent above or below the annual base maximum obligation. The advance notice included both HTS and STD services. However, as described above, the referenced STD contracts were not included in the December 17, 2019 Board action for HTS, and therefore, the updated contract language provisions were never included as part of the contract. Increased delegated authority is needed to allow sufficient flexibility for DPH to make budget adjustments, if needed, in the event of higher than expected client demand, which could result in adjustments to funding allocations beyond 10 percent. With the expansion of new STD contracts, a new STD service modality, and new contractors, DPH anticipates that allocation adjustments will occur for STD services. In addition, if additional federal and State resources become available to support additional local STD activities, DPH will need the ability to make budget adjustments, as required, to align with the fiscal and program priorities.

Exhibit I is the contract amendment template reviewed and approved by County Counsel as to form. Attachment A is a list of the contracts being amended.

CONTRACTING PROCESS

On December 17, 2019 and January 16, 2020, I notified your Board that I was exercising delegated authority to execute 13 new STD-STDs and SHEx-C contracts as a result of a solicitation with a 15-day advance notice for services effective January 1, 2020 and February 1, 2020, with the providers detailed in Attachment A.

On July 29, 2020, I notified your Board on the changes to some of the STD contracts since their original approval.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow DPH to amend 13 STD contracts to include standard contract language provisions that will allow for increases and/or decreases in funding levels and to allow for the modification to program budgets and goals as needed.

Respectfully submitted,

Barbara Ferrer, Ph.D., M.P.H., M.Ed.
Director

BF:lb
BL#05476

Enclosures

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

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
DIVISION OF HIV AND STD PROGRAMS
STD SCREENING, DIAGNOSIS, AND TREATMENT SERVICES
IN LOS ANGELES COUNTY CONTRACTS**

No.	Contractor Name	Contract No.
STD SCREENING, DIAGNOSIS, AND TREATMENT SERVICES (STD-SDTS)		
1	AIDS Healthcare Foundation	PH-004126
2	APLA Health & Wellness	PH-004127
3	Central City Community Health Center	PH-004128
4	Children's Hospital of Los Angeles	PH-004129
5	Community Health Alliance of Pasadena	PH-004130
6	JWCH Institute, Inc.	PH-004131
7	Los Angeles LGBT Center	PH-004132
8	Northeast Valley Health Corporation	PH-004133
9	Tarzana Treatment Centers, Inc.	PH-004134
10	Watts Healthcare Corporation	PH-004135
STD SEXUAL HEALTH EXPRESS CLINICS (SHEX-c)		
1	AIDS Healthcare Foundation	PH-004155
2	APLA Health & Wellness	PH-004156
3	Men's Health Foundation	PH-004158



Health & Mental Health Services Meeting



Item III.b: Authority to Amend Four Cerner Agreements

Presenters

Chief Nursing Officer – Susan Currin

Chief People Officer – Elizabeth Jacobi

Interim Director, Correctional Health Services - Dr. Timothy Belavich

Chief Medical Officer, Correctional Health Services - Dr. Sean Henderson

Los Angeles Sheriff Department - Captain Larry Alva

Chief Finance Officer – Allan Wecker

Director of Contracts & Grants – Julio Alvarado

Chief Information Officer - Kevin Lynch

November 12, 2020



Agenda



- Acuity, Scheduling and Time
- Extension of ORCHID to Correctional Health Services
- Cerner Contract Term Extensions
 - ORCHID
 - HealthIntent (ELM)
 - OPIS (Cerner Retail Pharmacy)
 - JHIS



Acuity



- Acuity
 - Defines the patient's severity of illness
 - Defines the amount of nursing care needed for each patient



COVID-19 Impact



Peak COVID-19 inpatients = 212

- 64 required ventilators in the intensive care units (ICU)



Acuity



Current Acuity

- Delay of acuity data 12 to 24 hours
- No access to view RN competencies and skills



Future Acuity

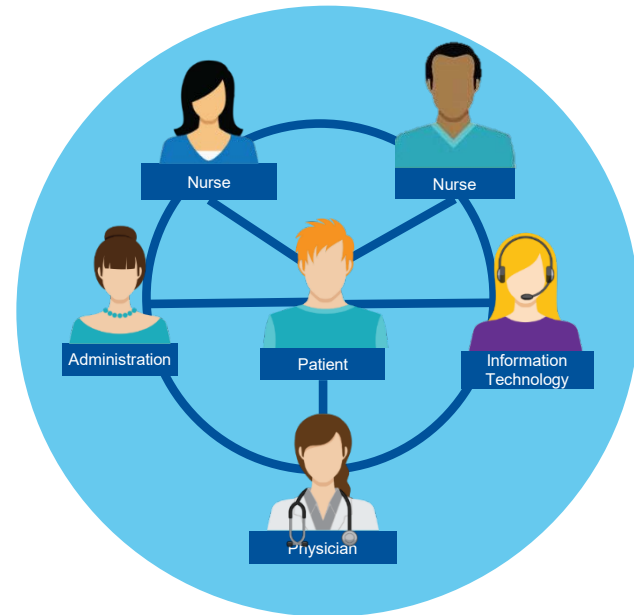
- Interface with ORCHID for real time acuity data, no manual entry needed
- Ability to view individual RN competencies and skills



Acuity Goal



Right Nurse
Right Patient
Right Assignment





COVID-19 Impact



Redeployed >600 nursing staff to support the hospitals caring for COVID-19 inpatients



Scheduling: Nursing & Other Staff



Current Scheduling

- Paper and manual processes
- No electronic opportunity for staff self-help (e.g., shift swaps)
- Time intensive process to call staff to fill open shifts



Future Scheduling

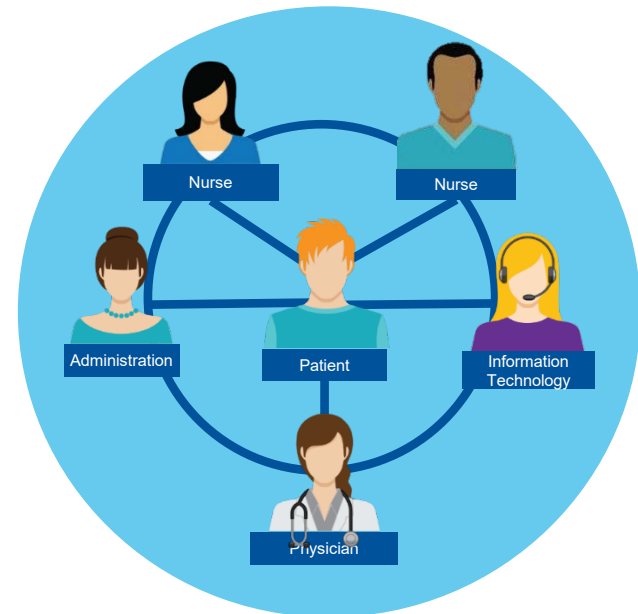
- Complete online view of the schedules: Individual, unit/dept, facility, enterprise wide
- Tools for self-scheduling including schedule changes
- Quick communication through text messaging, emails and automated calls of available shifts



Scheduling Goal

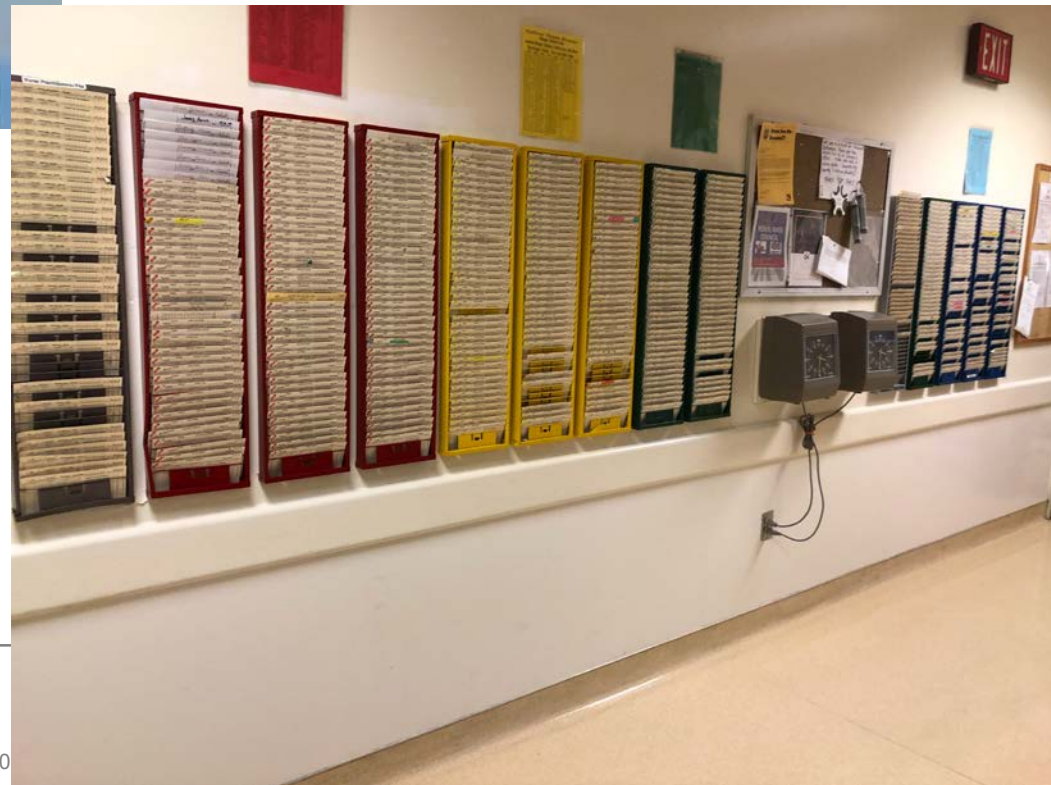


Right Staff
Right Shift
Right Time





In the Beginning...Punch Card Machine





Current Punch Card/Time Card



Health Services

Employee codes punch card/time card with hours

- Complex process
- Time-consuming
- Error-prone

00152

801 - Overtime Taken

701 - Overtime Paid

038 - Elective Training for RN

539 - RN Weekend Differential

504 - Night Shift Differential

703 - Overtime Accrued 1.5 (FLSA)

538 - RN Assigned As Acting OR Relief Charge Nursed

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
TIME CARD

DAY	HOURS WORKED	CODE	HRS CODE	HRS CODE	HRS	
16	12	504	12	701	1	
17	12	504	12	701	1	
18	X	801	1	038	1	
19	X	504	12	701	12	
20	X	504	12	539	12	
21	X	504	12			
22	12	504	12			
23	12	504	12			
24	X	504	8	701	8	
25	X					
26	4/8	504	12	703/001	8	
27	12	504	12	539	12	
28	12	504	12	539	12	
29	X			701	1	
30	X	14	504	12	701	14
31	12	504	12			

5/40 4/40 9/10 (12HR)
DHS-096 (11-09)

Back of the punch card/time card with timestamps

IN and OUT times

EE NAME: _____
EE NUMBER: _____
ENDING: 2/15/12

AY	MORNING IN	NOON OUT	NOON IN	NIGHT OUT	EXTRA IN	EXTRA OUT
16						
17	5:15	12:30				
18	12	12:30				
19	12	12:30				
20	12	12:30				
21	12	12:30				
22	12	12:30				
23	12	12:30				
24	8	12:30				
25	X	12:30				
26	12	12:30				
27	12	12:30				
28	12	12:30				
29	12	12:30				
30	X	12:30				
31	12	12:30				

TOTAL HOURS WORKED _____
DHS-096 (11-09)



Reconcile eHR, Time Card, Scheduler



LOS ANGELES COUNTY Page 1 of 1

Employee Name: _____
Pay Period: 03/01/2012 - 03/15/2012
Home Dept: HR
Home Unit: 65121
Dept Specific ID: 250
Document ID: AC201202280000026390
Comments: _____

Employee ID: _____
Work Cycle: 0007 - 5/40 OFF SA, SU
Pay Location: 260TT
Title/Subtitle: 5098 / A - NRSO ATND I
FLSA Status: N
Function/Sub Func: /

Appointment ID: _____
Doc Phase/Status: Final/Submitted
Date/Time Submitted: 03/15/2012 / 00:00:00
Submitter User ID: _____
Date/Time Approved: 03/15/2012 / 14:20:07
Approver ID/Name: /

#	Event	OT CD	Unit	Project Name	Phase Task Ord	Loc SLoc	Func SFunc
1	099						
2	517						
3	112						
4	012						
5	021						
6	515						
7	028						
8	011						
9	078						

eHR

Time Card

DAY	HOURS WORKED	CODE	HRS CODE	HRS CODE	HRS
16	12	504	12	701	12
17	12	504	12	701	12
18	X	801	4		
19	X 12	504	12	701	12
20	X				
21	12	504	12		
22	12	504	12		
23	X 8	504	8	701	8
24	X				
25	4/8	504	12	703/804	8
26	12	504	12	539	12
27	12	504	12	539	12
28	X			701	1
29	X 14	504	12	701	14
30	12	504	12		

Circle your work schedule

Time Card

Scheduler

ANSOS One-Staff - [View Cost Center Staffing By Period: E:IPT F:6CMS Team:ALL]

Sys Controller Scheduler Staffer Report Util Expand Atlink Web Scheduler View Window Help

Include Skills: MARPXLVTNCSF Refresh List

DCPOS: EF102

Period: 09/16/2012 - 10/13/2012

Staff	S	J	Work	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	1	2	3	4	5	6	7	8	9	10	11	12	13
DCPOS																															
EF102	M	M	6555	X	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	
EF201	A	M	698A	X	V	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	
EF302	A	M	6544	X	X	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	
EF104	R	S	5555	X	D	D	D	D	D	X	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	
EF106	R	S	5555	X	V	V	V	V	V	X	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	
EF107	R	S	5566	M	M	X	M	M	X	X	M	M	X	M	M	X	M	M	X	M	M	F	p	X	M	M	X	M	M	X	
EF108	R	S	0000	X	I	I	I	I	X	X	I	I	I	I	X	X	I	I	I	I	X	I	I	I	I	I	I	I	I	I	
EF109	R	S	5555	X	D	D	D	D	D	X	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	
EF111	R	S	5444	X	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	
EF112	R	S	5444	X	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	
EF113	R	S	8878	X	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	
EF114	R	S	0000	X	I	I	I	I	X	X	I	I	I	I	X	X	I	I	I	I	X	I	I	I	I	I	I	I	I	I	
EF115	R	S	7555	X	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	
EF116	R	S	0000	X	I	I	I	I	X	X	I	I	I	I	X	X	I	I	I	I	X	I	I	I	I	I	I	I	I	I	
EF117	R	S	4444	X	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	
EF118	R	S	5555	X	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	
EF119	R	S	3333	X	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	
EF120	R	S	4444	X	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	
EF121	R	S	5666	X	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	
EF122	R	S	5555	X	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	
EF124	R	S	3333	X	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	
EF125	R	S	6766	X	K	K	K	K	X	K	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	

DAY: 10 9 13 14 10 13 13 13 10 12 11 10 10 8 8 12 12 11 10 13 11 11 11 12 12 9
EVE: 8 11 13 10 8 10 10 10 10 11 11 9 11 10 10 10 11 10 12 10 9 10 10 8 9 10 8 9
NOC: 9 9 10 9 9 12 10 8 9 10 7 9 7 8 9 9 10 9 10 9 8 8 11 9 10 11 8 7
7:00: 9 11 14 16 12 15 16 14 11 13 13 11 9 10 14 14 12 11 15 13 12 12 13 14 14 10 10

For Help, press F1

Scheduler

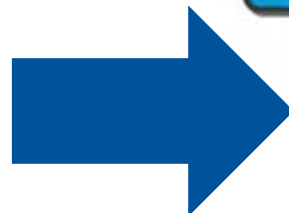
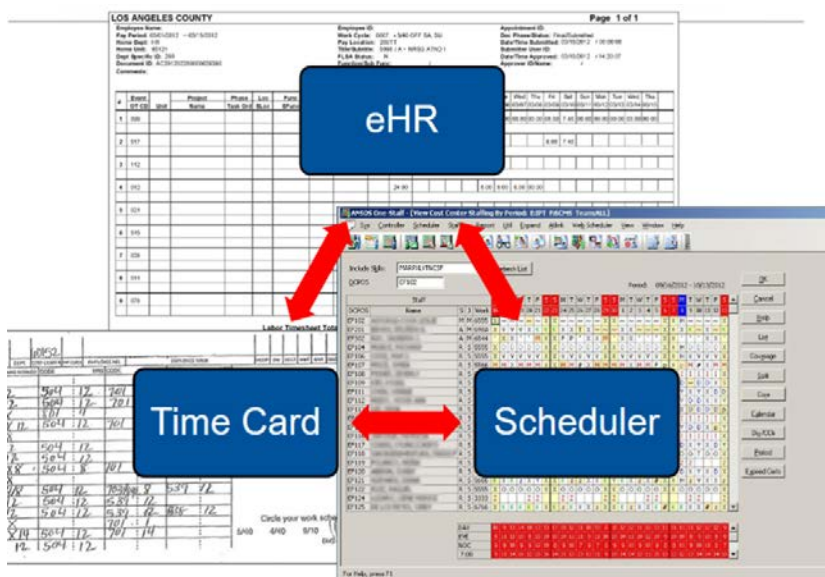


Future State



Health Services
LOS ANGELES COUNTY

Current State



The screenshot shows a web interface for a timesheet. The header includes navigation tabs: HR, SCHEDULE, TIME OFF, TIMESHEET, REPORTS, and ADMIN. The main content area displays the timesheet for Sidney Owens, with columns for dates from 8/28/20 to 9/3/20 and a Total column. The timesheet includes entry codes for Clock, Meal Break, and Clock, with corresponding start and end times and durations.

Entry Code	Sun 8/28/20	Mon 8/29/20	Tue 8/30/20	Wed 8/31/20	Thu 9/01/20	Fri 9/02/20	Sat 9/03/20	Total
Clock		08:00 am - 12:00 pm	08:00 am - 12:00 pm	08:00 am - 12:00 pm	08:00 am - 12:00 pm	08:00 am - 12:00 pm		24.00
Meal Break		12:00 pm - 12:30 pm	12:00 pm - 12:30 pm	12:00 pm - 12:30 pm	12:00 pm - 12:30 pm	12:00 pm - 12:30 pm		6.00
Clock		12:30 pm - 04:30 pm	12:30 pm - 04:30 pm	12:30 pm - 04:30 pm	12:30 pm - 04:30 pm	12:30 pm - 04:30 pm		24.00
Select an entry code		0.00	0.00	0.00	0.00	11.00	0.00	45.00



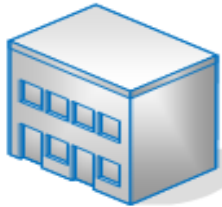
Acuity, Scheduling and Time Benefits



- Replace the labor intensive, manual scheduling, time keeping and reporting process
- Enterprise view of system-wide schedules & staffing
- Employee self service
- Real-time decision data

Los Angeles County Department Health Services

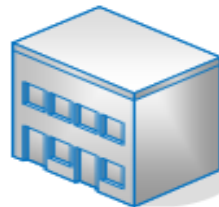
Acute Facilities



Olive View



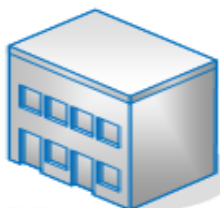
High Desert



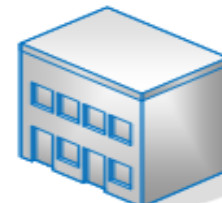
LAC+USC



MLK



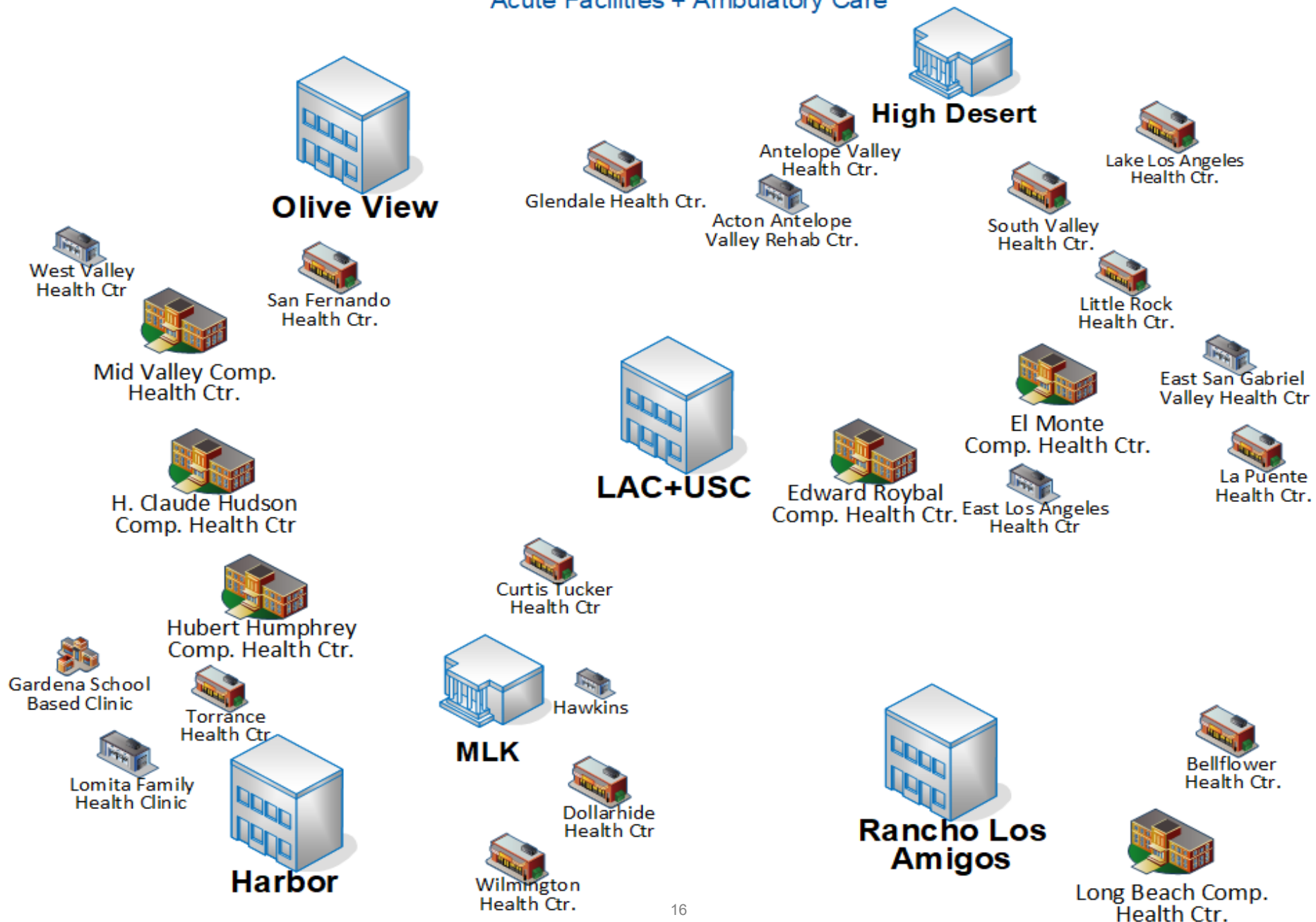
Harbor



Rancho Los Amigos

Los Angeles County Department Health Services

Acute Facilities + Ambulatory Care



Los Angeles County Department Health Services

Acute Facilities + Ambulatory Care + Correctional Health Services



Pitchess
Detention Center



Olive View



High Desert



Glendale Health Ctr.



Antelope Valley
Health Ctr.



Acton Antelope
Valley Rehab Ctr.



Lake Los Angeles
Health Ctr.



South Valley
Health Ctr.



Little Rock
Health Ctr.



East San Gabriel
Valley Health Ctr.



El Monte
Comp. Health Ctr.



La Puente
Health Ctr.



East Los Angeles
Health Ctr.



Edward Roybal
Comp. Health Ctr.



LAC+USC



Twin Towers +
Men's Central Jail



Mid Valley Comp.
Health Ctr.



San Fernando
Health Ctr.



West Valley
Health Ctr.



H. Claude Hudson
Comp. Health Ctr.



Hubert Humphrey
Comp. Health Ctr.



Gardena School
Based Clinic



Torrance
Health Ctr.



Lomita Family
Health Clinic



Harbor



MLK



Hawkins



Dollarhide
Health Ctr.



Wilmington
Health Ctr.



Century Regional
Detention Facility



**Rancho Los
Amigos**



Bellflower
Health Ctr.



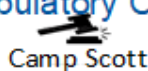
Long Beach Comp.
Health Ctr.

Los Angeles County Department Health Services

Acute Facilities + Ambulatory Care + Correctional Health Services + Juvenile Court Health Services



Pitchess
Detention Center



Camp Scott



Olive View



Barry Nidorh



West Valley
Health Ctr



Mid Valley Comp.
Health Ctr.



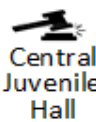
Camp
Kilpatrick



H. Claude Hudson
Comp. Health Ctr



Twin Towers +
Men's Central Jail



Central
Juvenile
Hall



LAC+USC



Edward Roybal
Comp. Health Ctr.

El Monte
Comp. Health Ctr.



East Los Angeles
Health Ctr



La Puente
Health Ctr.

East San Gabriel
Valley Health Ctr



Camp
Rockey

Camp
Paige

Camp
Afflerbaugh



Lake Los Angeles
Health Ctr.



South Valley
Health Ctr.



Antelope Valley
Health Ctr.



Acton Antelope
Valley Rehab Ctr.



Glendale Health Ctr.



High Desert



Century Regional
Detention Facility



MLK



Hawkins



Curtis Tucker
Health Ctr



Dorothy
Kirby Ctr



Rancho Los
Amigos



Bellflower
Health Ctr.



Long Beach Comp.
Health Ctr.



Harbor



Torrance
Health Ctr



Hubert Humphrey
Comp. Health Ctr.



Gardena School
Based Clinic

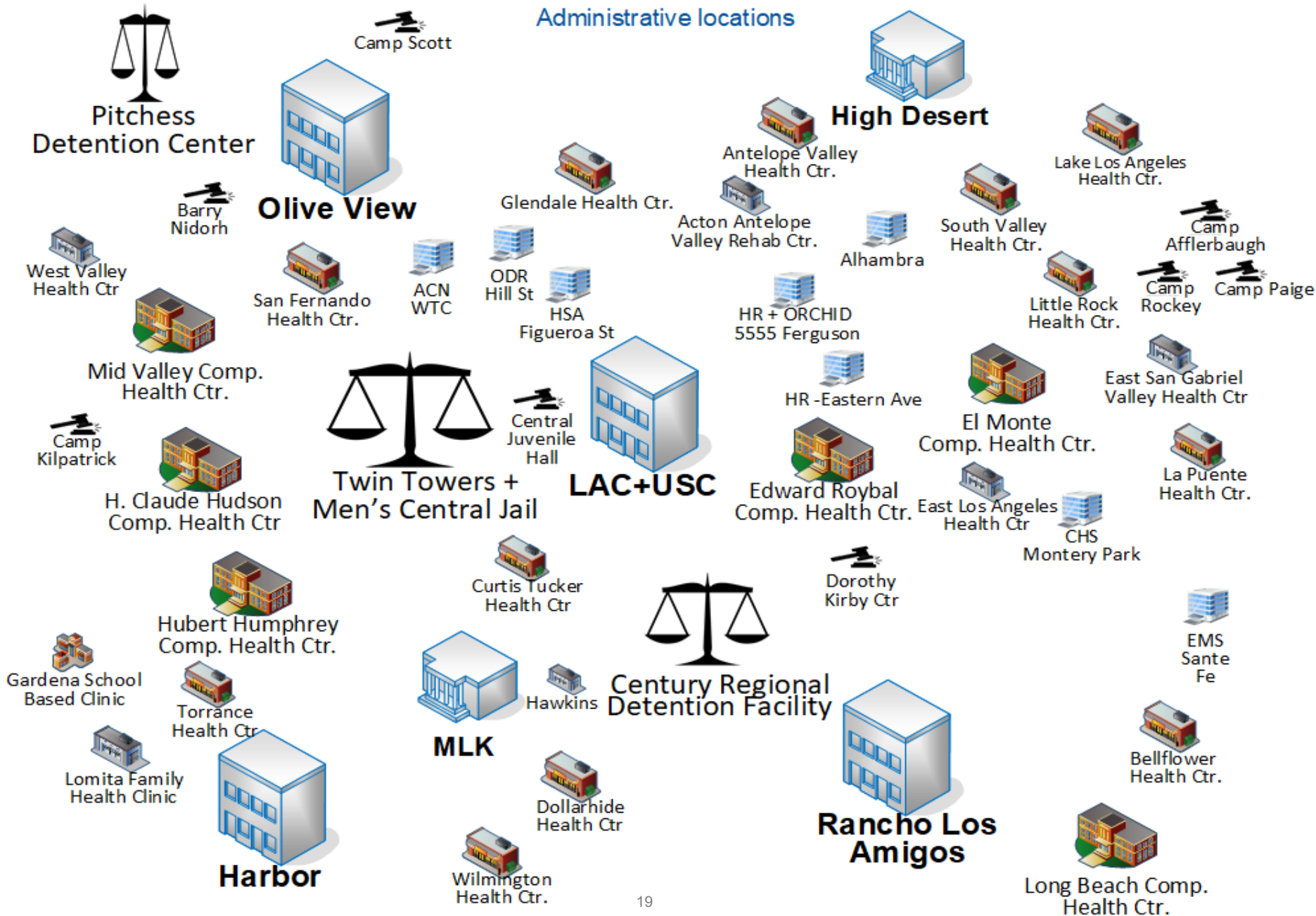


Lomita Family
Health Clinic

Los Angeles County Department Health Services

Acute Facilities + Ambulatory Care + Correctional Health Services + Juvenile Court Health Services +

Administrative locations



Acuity + Scheduling + Time Workflow

HR Badge Pass

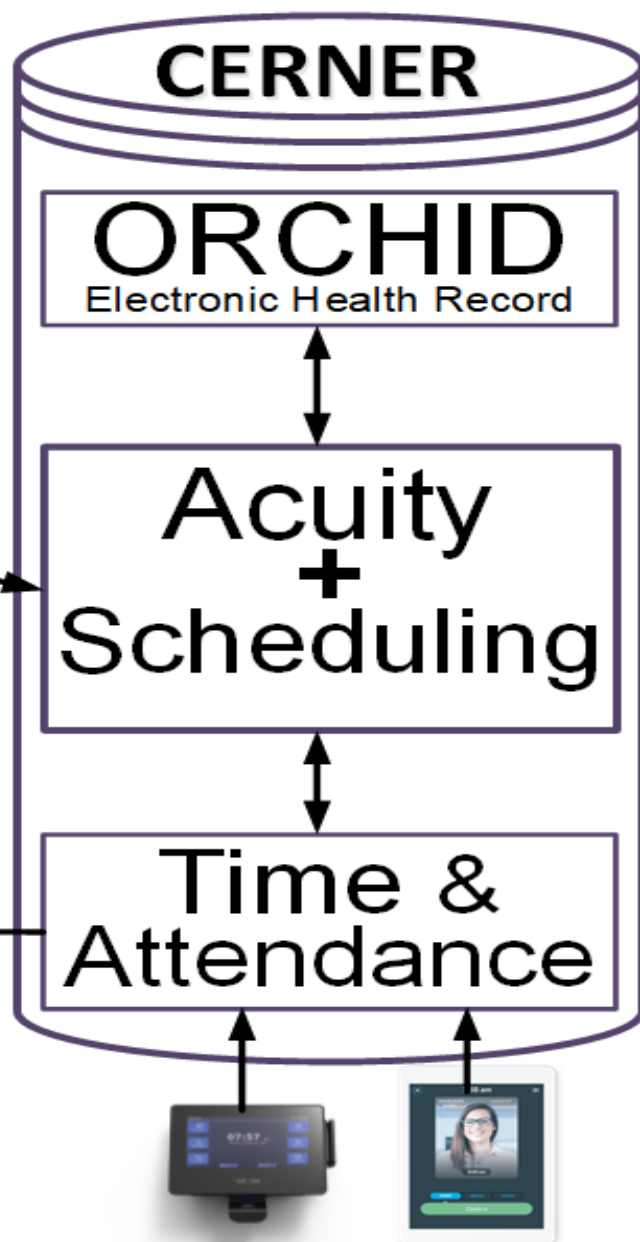


Persinda

- Employees
- Volunteers
- Contractors
- Proximity ID Cards

eHR

- Employee Data
- Pay Distribution



Clock Readers



Proposed Project Timeline



Phase1	Phase 2 Wave 1	Phase 2 Wave 2	Phase 2 Wave 3	Phase 2 Wave 4
LAC+USC MC	LAC+USC MC/HSA	HARBOR-UCLA MC	OVMC	RANCHO/ACN
Summer 2021	Summer 2022	Winter 2023	Spring 2023	Summer 2023

- CHS – TBD/Optional Work



Acuity, Scheduling and Time: Financial Overview



Contract Sum Increase Not to Exceed \$126 Million

- \$87,522,337 for the provision of the Acuity System, through December 31, 2032, if all extensions are exercised
- \$12,200,995 in Pool Dollars for pre-designated Optional Work (e.g., purchase of enhanced absence management system)
- \$26,256,701 in Pool Dollars for Optional Work (e.g., additional training) and use reconciliation

Personnel

- Fill up to 35 new Full-Time Equivalent positions



Correctional Health Services



- CHS's overall goal in adopting ORCHID as its electronic health record (EHR) is to improve the quality of healthcare provided to its patients by unifying DHS and CHS under one enterprise health record system
- Transitioning to ORCHID will provide system enhancements currently not available with the Jail Health Information System (JHIS)

One Patient, One Record



Correctional Health Services



Benefits:

- Improved patient safety
- Improved clinical coordination
- Accurate up to date information on patients
- Improved data capture and sharing between DHS facilities and CHS
- Improved workflow efficiencies
- Improved management of COVID-19 patients



Correctional Health Services



Risks of Clinical Transformation

- Rapid deployment
- Standardizing workflows
- Adoption
- Functional gaps

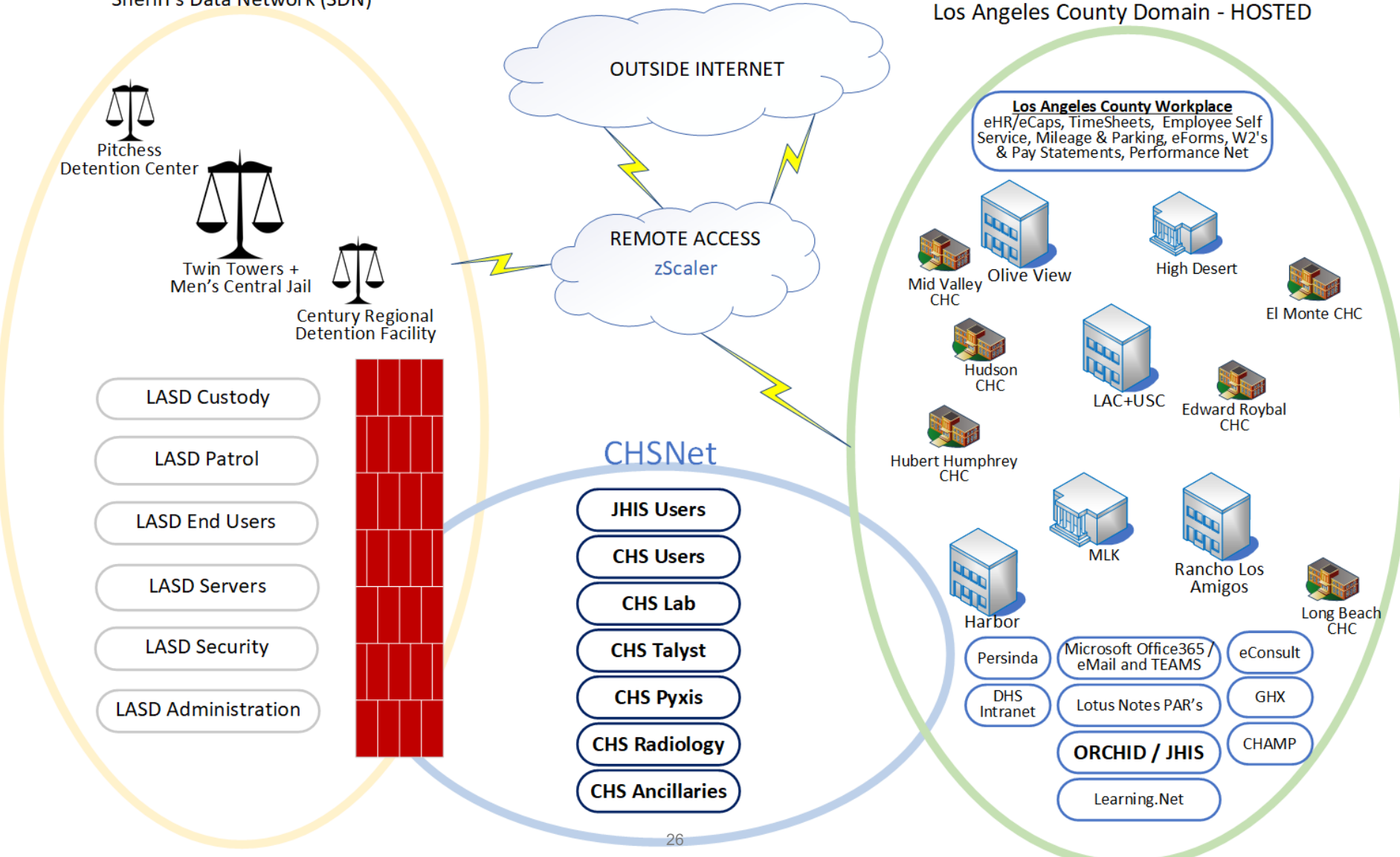


Access for CHS Employees CHS-Net



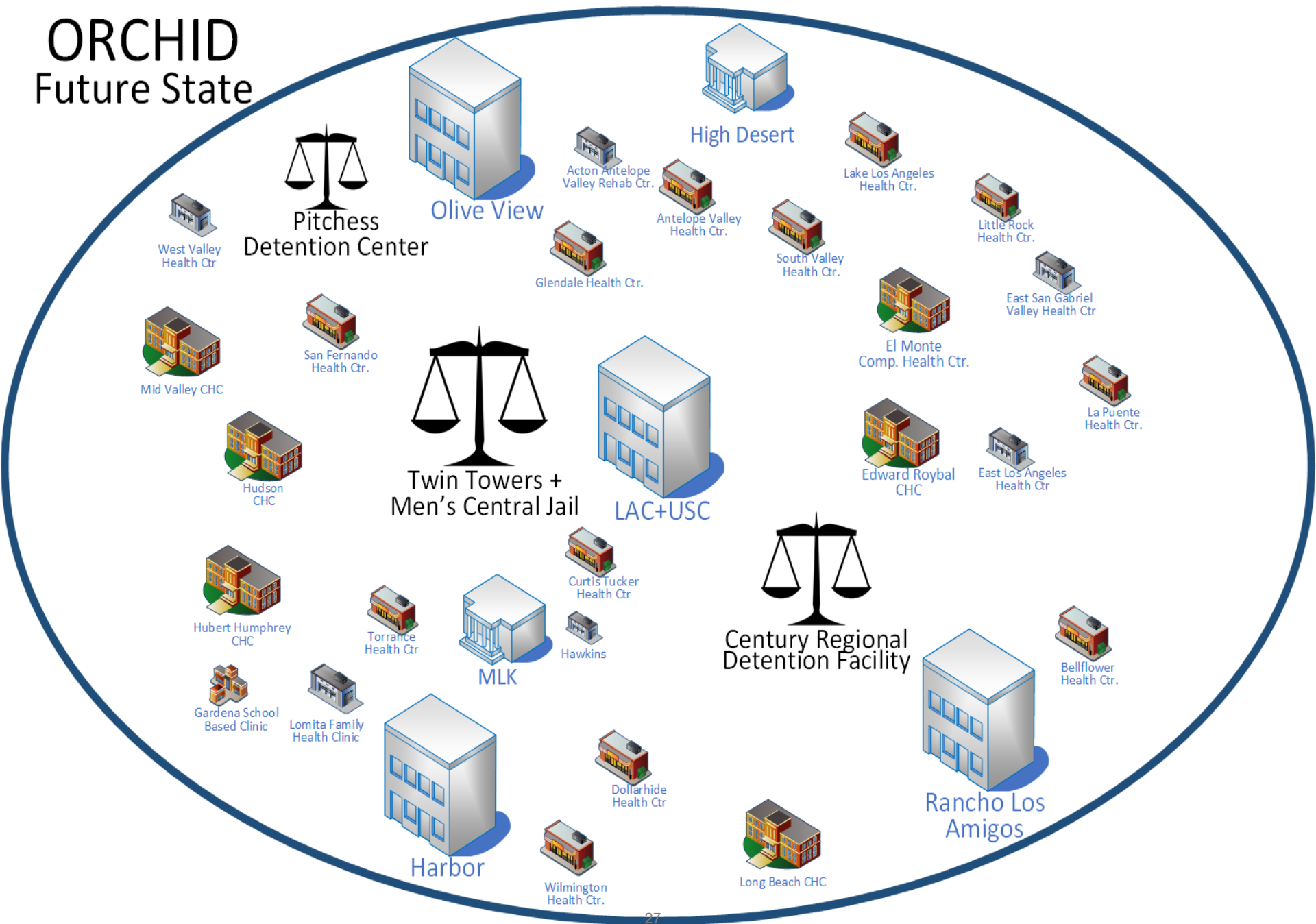
Los Angeles County
Sheriff's Data Network (SDN)

Los Angeles County Domain - HOSTED



ORCHID

Future State





Correctional Health Services

Proposed Project Timeline



Phase 1

Phase 2

Correctional Treatment Center (Twin Towers)	Remaining locations at Twin Towers Men’s Central Jail Pitchess Detention Center Century Regional Detention Facility
Summer	Summer
2021	2022



ORCHID for CHS: Financial Overview



Cerner Agreement Contract Sum Increase Not to Exceed \$44 Million

- \$26,778,670 for the migration and ongoing support of ORCHID at CHS through December 31, 2032
- \$3,998,032 in Pool Dollars for certain pre-designated Optional Work (e.g., adoption coaching)
- \$11,568,501 in Pool Dollars for the purchase of Optional Work (e.g., use reconciliation and hosting)

JHIS Agreement Contract Sum Increase Not to Exceed \$10,944,760, \$1 million of which is Pool Dollars for a three (3) year term through November 19, 2025



Cerner Term Extensions



Product	Expires	Extension
Acuity, Scheduling and Time	2030	2 one-year options
ORCHID	2027	5 one-year options
HealtheIntent (ELM)	2021	2 years + 3 one-year options
OPIS / Cerner Retail Pharmacy	2021	26 mos. + 9 one-year options
JHIS	2022	3 years



Contract Extensions: Financial Overview



Extended Term for Cerner Agreement: \$92,468,252, for the extension periods through December 31, 2032

Increase of Pool Dollars for Cerner Agreement: Increase not to exceed \$59.3 million

- \$17,700,000 in Pool Dollars for certain pre-designated Optional Work
- \$41,598,796 in Pool Dollars for the purchase of Optional Work (e.g., use reconciliation, COLA)

Extended Term for HealthIntent (ELM): Not to exceed \$25.5 million, with \$15,704,340 for continued provision of HealthIntent, and \$9,711,302 in Pool Dollars

Increase Contract Sum for OPIS Agreement by \$9,823,324, including \$1 million in Pool Dollars



Funding



- DHS will be funding this project with existing resources, and continued funding for the contracts and staffing costs will be incorporated into the future fiscal years' DHS budget in accordance with the implementation plan
- DHS will be, to the extent possible, utilizing funding from the Coronavirus Aid, Relief and Economic Security Act, also known as the CARES Act, to offset costs as are appropriate and allowable
- DHS will return to the Board on or before February 15, 2021 to request approval for a Fiscal Year (FY) 2020-21 budget adjustment, as needed, to increase appropriation authority for funding for the 35 new FTE positions requested in the sixth recommendation



Upcoming Activity



- Target Board Date: November 24, 2020
- By February 2021: Return to Board of Supervisors to request approval for a Fiscal Year (FY) 2020-21 budget adjustment, as needed, to increase appropriation authority for funding for the 35 new FTE positions and any other related activity
- Ongoing: Return to Board of Supervisors to request approval related to wiring costs for clocks at the facilities, with installation services to be processed via TESMA
- Spring 2021: Return to Board of Supervisors to request approval of purchase of: (i) Transaction Services and (ii) ELM enhancements from Cerner
- Fall 2021 and Ongoing: Return to Health & Mental Health Services Meeting with an update on both Acuity, Scheduling and Time and ORCHID for CHS



Questions



BOARD LETTER FACT SHEET

Agenda Review Date:

Board Meeting Date:

Sup. Dist. / SPA No.:

DEPARTMENT:

SUBJECT:

I. PUBLIC BENEFIT (precise description, mandated or non-mandated)

II. RECOMMENDED ACTIONS (summarized)

III. COST AND FUNDING SOURCES

Cost:

Funding:

IV. BACKGROUND (critical and/or insightful)

V. POTENTIAL ISSUE(S)

VI. DEPARTMENT & COUNTY COUNSEL CONTACTS

November 24, 2020

DRAFT

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

Dear Supervisors:

**APPROVAL TO DELEGATE AUTHORITY TO AMEND
FOUR AGREEMENTS WITH CERNER ON A SOLE SOURCE BASIS,
APPROVAL OF OTHER CONTRACT ACTIONS,
AND REQUEST FOR HIRING AUTHORITY**

**(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

CIO RECOMMENDATION: APPROVE [X]

SUBJECT

Approval to delegate authority to execute amendments to Agreements with (i) Cerner Corporation for the provision of an acuity, scheduling and time system (including hardware) for the Department of Health Services on a sole source basis, (ii) Cerner Corporation for the migration of the electronic health record system for Correctional Health Services to the Department of Health Services' electronic health record system, (iii) Cerner Corporation and Cerner Healthcare Solutions, Inc. to extend certain Agreements on a sole source basis, (iv) various contractors that provide maintenance and information technology systems to the Department of Health Services; (v) Cerner Corporation for the provision of the Probation Electronic Medical Records System to address any changes related to the migration of the electronic health record system at Correctional Health Services, and (vi) approval to fill thirty five (35) new Full-Time Equivalent positions.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of the Department of Health Services (Director), or designee, to: (i) execute Amendments to Agreement No. H-705407 (Cerner Agreement) with Cerner Corporation (Cerner), effective upon execution through December 31, 2030, with two one-year optional extensions, for the provision of an Acuity, Scheduling, and Time System and related services and the lease of up to 911 units of clock hardware (with the clock hardware count to be adjusted based on actual use and for future growth) and the conversion of the leases to a sale if in the best interest of the County (Acuity System), on a sole source basis, and increase the Maximum Contract Sum in an amount not to exceed \$126 million, including for the extension periods if exercised, as follows: (a) \$87,522,337 for the

provision of the Acuity System; (b) \$12,200,995 in Pool Dollars for certain pre-designated Optional Work; and (c) \$26,256,701 in Pool Dollars for Optional Work, with all Optional Work, including use reconciliation and the lease and/or sale of additional clocks, to be authorized by the Director, or designee, through the issuance of Change Orders, (ii) execute Amendments to the Cerner Agreement to change "go-live" dates to shorten the deployment period of the Acuity System, including amendment of the payment stream for the implementation services to facilitate paying for a faster implementation, and, using Pool Dollars, earlier payment of fees for hosting, support and related services, (iii) execute Amendments to the Cerner Agreement to modify or waive certain requirements of the County's standard subcontracting and license provisions to address changes to subcontractors and third-party licensors, on condition that Cerner and its subcontractors and licensors' obligations and accountability to the County are not materially diminished and DHS, in consultation with County Counsel and outside counsel, determines the risk of such modifications are outweighed by the objectives to be achieved, and (iv) exercise any rights previously granted to the Director, or designee, with respect to the Cerner Agreement for the Acuity System, including the exercise of the extension periods, with all documents subject to review and approval by County Counsel.

2. Delegate authority to the Director, or designee, to: (i) execute Amendments to the Cerner Agreement for the migration of the Jail Health Information System (JHIS) to the Online Realtime Centralized Health Information Database (ORCHID) system, and increase the Maximum Contract Sum of the Cerner Agreement by an amount not to exceed \$42.4 million to effectuate the migration of JHIS to ORCHID, consisting of (a) \$26,778,670 for the migration and ongoing support of ORCHID at Correctional Health Services (CHS) through December 31, 2032, if all extensions are exercised; (b) \$3,998,032 in Pool Dollars for certain pre-designated Optional Work; and (c) \$11,568,501 in Pool Dollars for Optional Work, with all Optional Work, including use reconciliation and hosting services reconciliation, to be authorized by the Director, or designee, through the issuance of Change Orders; (ii) exercise any rights previously granted to the Director, or designee, with respect to the Cerner Agreement for the migration, including the exercise of the extension periods; (iii) execute Amendments to extend the term of the JHIS Agreement for three one-year terms, through November 19, 2025 and increase the Maximum Contract Sum by an amount not to exceed \$10.95 million, consisting of \$9,944,759 for the continued provision of JHIS and \$1 million in Pool Dollars for Optional Work, with all Optional Work to be authorized by the Director, or designee, through the issuance of Change Notices; and (iv) terminate the JHIS Agreement upon the successful migration of JHIS to ORCHID, with all documents subject to review and approval by County Counsel.
3. Delegate authority to the Director, or designee, to execute amendments to the Cerner Agreement to: (i) extend the term of the Cerner Agreement for five one-year terms, through December 31, 2032, on a sole source basis, and increase the

Maximum Contract Sum by a sum not to exceed \$92,468,252 for the continued provision of ORCHID to both DHS and the Department of Public Health (DPH); (ii) increase the Maximum Contract Sum by: (a) a sum of \$17,700,000 in Pool Dollars for certain pre-designated Optional Work; and (b) a sum of \$41,598,796 in Pool Dollars for Optional Work, including use reconciliation and the limited Cost of Living Adjustment, with all Optional Work to be authorized by the Director, or designee, through the issuance of Change Orders; (iii) allow DHS to continue its use of HealthIntent, Cerner's integrated population health platform, through June 30, 2023, with three one-year renewal options, and increase the Maximum Contract Sum by an amount not to exceed \$25.5 million, consisting of \$15,704,340 for the continued provision of HealthIntent, through the extension periods, if exercised, and \$9,711,302 in Pool Dollars; and (iv) change the provision of hosting services and the use of subcontractors, with no increase in the Maximum Contract Sum, with all documents subject to review and approval by County Counsel.

4. Delegate authority to the Director, or designee, to execute Amendments to Agreement No. H-705839 (OPIS Agreement) with Cerner Healthcare Solutions, Inc. for the provision of the Etreby Outpatient Pharmacy Information System (OPIS), to extend the term of the OPIS Agreement to December 31, 2023, with nine one-year optional extensions, to be coterminous with the Cerner Agreement, through December 31, 2032, and, if appropriate, extend the OPIS Agreement to CHS as a result of the transition of CHS to ORCHID, on a sole source basis, and increase the Maximum Contract Sum by \$9,823,324 for the extension periods through December 31, 2032, consisting of \$8,823,324 for provision of OPIS through the extension terms, if exercised, and \$1 million in Pool Dollars, with all documents subject to review and approval by County Counsel.
5. Delegate authority to the Director, or designee, to amend equipment maintenance and information technology (IT) agreements to facilitate successful and timely deployment of the Acuity System and the extension of ORCHID to CHS, including, but not limited to: (i) acquisition of interfaces and systems required to facilitate the implementation and, and related services; (ii) procurement of professional services; (iii) migration/archival of data and related professional services; (iv) extension of the term of agreements; (v) increase of maximum contract sums to effectuate the required aforementioned changes based on industry standard rates; and (vi) termination of such agreements in whole or in part in accordance with terms of each agreement; with all actions subject to review and approval of County Counsel, and notification to the Board of Supervisors (Board) and Chief Executive Office (CEO), at a total estimated cost not to exceed \$450,000 in the case of the Acuity System and \$350,000 in the case of the extension of ORCHID to CHS.
6. Authorize DHS to fill up to 35 new Full-Time Equivalent (FTE) positions at DHS Health Services Administration, as shown on Attachment A and in excess of what is provided in the DHS staffing ordinance pursuant to Section 6.06.020 of the County Code, subject to allocation by the CEO.

7. Delegate authority to the Interim Chief Probation Officer, or designee, to execute Amendments to Agreement No. 77285 with Cerner for the Probation Electronic Medical Records System (PEMRS) to allow for changes to the licensing model, support model and related matters resulting from the migration of JHIS to ORCHID and the termination of the JHIS Agreement, with no impact on the maximum contract sum.

BACKGROUND AND JUSTIFICATION OF RECOMMENDED ACTIONS

Recommendation #1

Acuity, Scheduling and Time

Background: Acuity, Scheduling and Time in County Hospitals During COVID

On March 4, 2020, the Los Angeles County Board and the DPH declared a local and public health emergency in response to the increased spread of coronavirus (COVID) across the country. On March 27, 2020, DHS informed its patients that it was switching many clinic appointments to phone visits and rescheduling non-urgent clinic visits and inpatient non-elective procedures to prepare its facilities for COVID patients.

In its initial response, over 580 nursing staff were redeployed to support the hospitals caring for COVID patients. At the peak of the surge, DHS cared for an additional 212 COVID patients, with 64 requiring ventilators in intensive care units (ICU). Approximately 220 nursing staff were redeployed to LAC+USC Medical Center (LAC+USC MC) to support staffing where the highest number of COVID ICU patients were located.

Identifying nurses with specific skills to care for the complex COVID patients and redeploy them from sites across DHS is a time consuming manual process. Even though the number of COVID patients in DHS facilities has decreased from its peak, the ongoing COVID caseload continues to indicate a need for technological enhancements for the effective management of nursing and staff resources.

During the pandemic, staff are juggling stay-at-home orders, disruptions in education and other services, and the potential for unavailability due to quarantine. Demand and need for nurses with specific skills continues to fluctuate as cases rise and fall at individual DHS facilities. In response to these challenges, DHS has implemented a number of staffing measures to respond to present needs. These measures include the assignment of overtime and delay of scheduled time off, increasing per diem hours and on-boarding registry nurses, and redeploying staff across the DHS enterprise to meet the most urgent needs. In the midst of this challenging environment, DHS uses manual processes and disconnected systems, making complex staffing adjustments inefficient and time-consuming.

DHS currently does not have an enterprise workforce management solution to support agile scheduling, accurately capture staff attendance, reconcile attendance against staff schedules, and adjust staffing levels in real-time. For nurse scheduling, DHS uses

multiple stand-alone solutions, involving significant manual work. Registered Nurses must be called individually to confirm their competencies and skills prior to redeployment. The use of manual processes in scheduling is not uncommon in a healthcare setting. However, the rapid deployment of the Acuity System will enhance DHS' continued response to COVID and provide DHS staff and clinicians with additional technological support.

In addition, DHS does not have an automated time and attendance system and instead uses manual processes. Time collection for nursing staff is done via punch timecards. Actual attendance is verified manually and attendance information is manually entered into the scheduling systems. Hours worked and payroll codes are also manually entered on timecards and payroll staff manually enter timecard data into the County's timekeeping system.

In order to reconcile timekeeping redeployments, DHS Human Resources, the supervisor at the originating facility and the supervisor of the redeployment must interface for payroll processing, and a manual process is used to track the employees redeployed across DHS divisions and cost centers for COVID-related activities for federal reimbursement.

While DHS has deftly adjusted processes to serve its patients, its staff and the community, DHS will continue to face inefficient and manual processes in managing staffing on an enterprise basis without a complete and accurate view of DHS' staff deployments and a real-time view of staff reporting for duty. The disruptions in workforce and patient levels prompted by the pandemic identified a clear and ongoing need for additional technology.

Finally, public health officials are forecasting that COVID will continue to impact the County, like the rest of the world, and, even with the public practicing preventative measures (e.g., masks, social distancing), DHS will have an ongoing need to enhance its technology in response.

Justification: Need for Acuity, Scheduling and Time System

Approval of the first and fifth recommendations will allow DHS to purchase and deploy an industry standard, highly-rated acuity, scheduling and time system designed for a healthcare setting, including the lease (with potential conversion to purchase) and installation of modern clocks for all applicable DHS facilities, and related actions.

The vision of the Acuity System purchase is to procure, deploy and sustain a uniform, standardized and integrated system that is implemented consistently across the enterprise and builds on the significant investments that the County has made in ORCHID.

The Acuity System will, among many benefits, (i) provide the functionality to enable DHS to ensure the right types and numbers of clinical resources are allocated based on historical, current, and projected patient needs; (ii) identify where there is under and over staffing to rebalance resources for patient care; and (iii) view centralized schedules, staffing, and time from an enterprise perspective to the detailed status of each facility, unit, shift, and employee and non-County workforce member, with real-time dashboards and reports.

Patient acuity defines the patient's severity of illness and defines the amount of nursing care needed for each patient. The new Acuity System will enable DHS to predict nursing care requirements and determine how to effectively allocate staff resources within the facilities and across the DHS system. In addition, the Acuity System will improve staff satisfaction by providing self-scheduling capabilities and streamlined time submission for payroll. Finally, the Acuity System will increase access to care and decrease costs by improving patient throughput and meeting discharge targets.

DHS manages a large workforce in a 24/7 setting with complex scheduling, time management, and patient care parameters. The Acuity System will provide enterprise-wide staff scheduling coupled with automated time capture, track non-county workforce time and streamline invoicing, provide tools to monitor patient progress against established hospitalization benchmarks, and propose appropriate patient assignments and determine patient acuity-levels from clinical documentation in ORCHID – all in near real time.

Implementation of an enterprise-wide solution will help improve the quality and cost of care by providing automation of predictable tasks, greater visibility of labor decisions and costs, and better responsiveness for patient care. The Acuity System will replace numerous manual and inefficient processes, freeing up staff for clinical care and providing near-real-time productivity reporting that will speed the deployment of a comprehensive workforce management capability linked to patient outcomes and experience.

It is clear that the Acuity System will aid DHS' COVID response. With the Acuity System, DHS will have access to near-real-time acuity data to optimize its resource redeployments. In addition, DHS will be able to efficiently access registered nurse competencies in order to determine suitability for critical assignments and quickly communicate the opportunities to DHS nurses with these competencies. These are only a few examples of the significant positive impact of an Acuity System to help current and potential future DHS operational needs for COVID response and long-term efficacy and ease of staffing at DHS.

Technology: Deploying the Acuity, Scheduling and Time System

The Acuity System provides a wide range of functions, including: (i) patient acuity calculation in accordance with law and using ORCHID data; (ii) staff scheduling using ORCHID data and information about competencies and skills; (iii) system supported scheduling for lunches and breaks; (iv) vacation request tracking and notification of overtime opportunities; (v) a new time system, consisting of new clocks and automatic time entry for a 24/7 workforce; (iv) streamlined timesheet submission to the Auditor-Controller for payroll processing; and (v) the ability for clinical staff to request shifts/time more efficiently.

In addition, the Acuity System further validates the County's support and investment in ORCHID. By leveraging documentation and patient data from ORCHID—including assessments, medications, lab values and other data points—the Acuity System will calculate an objective workload calculation based on each patient's clinical condition. With this measurement, the Acuity System will project the patient's progression to the

next level of care and length of stay, giving DHS staff the ability to efficiently plan for staffing and care team coverage. For scheduled staff, the Acuity System will match the most qualified, available caregiver to each patient, taking into account staff competencies, continuity of care, the patient's individual care needs and projected transitions of care. Both of these examples further demonstrate the value of the successful implementation of ORCHID and DHS' ability to build on the investments the County made in ORCHID.

As a result of its experience since the pandemic began, DHS has significantly modified the planned deployment of the Acuity System to help ensure that components of the system are available on an accelerated basis to help in the treatment of patients with COVID. DHS is now planning to implement the necessary components of the Acuity System on a fast track by deploying a highly expedited enterprise build of the Acuity System at adult critical care units at LAC+USC MC, which support high volumes of DHS' COVID patients. While the rapid deployment will not include the installation of clock hardware at LAC+USC MC, it will include the deployment of a new system allowing applicable staff to sign into work.

Thereafter, DHS will optimize and deploy the rest of the Acuity System over approximately three years, first by completing the full roll-out at LAC+USC MC and then continuing across DHS until the Acuity System is deployed to additional DHS workforce. The first phase of the Acuity System will be deployed at LAC+USC MC by Summer 2021. Throughout the rapid deployment of the first phase of the Acuity System, DHS will engage in a DHS-wide design, build and testing process that will leverage the knowledge gained from the rapid deployment. This methodology will result in an optimized and recalibrated Acuity System to be deployed across DHS.

As previously mentioned, the current implementation order for the Acuity System begins at LAC+USC MC, the DHS facility most impacted by COVID and Health Services Administration. This will be followed by "go-live" events at the remaining DHS facilities in three (3) waves, beginning with Harbor UCLA and ending with Rancho Los Amigos Rehabilitation Center, Martin Luther King Jr. Multi-Service Ambulatory Care Center and the ambulatory care network clinics. DHS believes that in light of the urgent need for the Acuity System, there may be an opportunity to reduce the implementation timeline. While the shortened timeline will not impact the implementation costs because the amount of work will not be reduced, DHS believes that it, together with Cerner, can leverage the work completed as part of the first phase to more quickly deploy the Acuity System across the organization. In order to effectuate the shorter timeline, DHS is asking for authority to amend the payment terms for faster payment of implementation fees and, using Pool Dollars, to increase the total cost of the project to address earlier start dates for ongoing fees. Any such changes would only occur if the Acuity System is successfully implemented more quickly.

The Acuity System, which is integrated with ORCHID, consists of two connected systems, one provided directly by Cerner for acuity and scheduling of clinical staff, the second, provided by a Cerner subcontractor, for time collection. An integrated system is comprised of several software components designed to work together using a single set of data integrity rules and constraints, using a common application infrastructure, and

provides "one single source of truth." The Acuity System will also interface with the Auditor-Controller's electronic human resources system for the submission of finalized timesheets for payroll processing. DHS has engaged with Auditor-Controller during negotiations and Auditor-Controller supports this project.

Recommendation #2

ORCHID Extension to Correctional Health Services

Background: COVID in County Jails

The Los Angeles County Sheriff's Department (LASD) operates one of the largest jail facilities in the world. In early February 2020, CHS began to prepare for the potential transmission of COVID in the County jails. Correctional and detention facilities face unique challenges controlling the spread of this and other communicable diseases. As part of its February plan, CHS and LASD implemented infection control measures to prevent COVID from entering the jails. In March 2020, the agencies enhanced this plan with increased screening criteria, source control and sanitation measures designed to further delay the transmission and spread of COVID in the jails. As of early September, approximately 14,000 people are in L.A. County jail facilities on any given day. As of September 8, 2020, 2,949 individuals held in jail facilities have tested positive for COVID. CHS and LASD have worked collaboratively in responding to COVID, with CHS responsible for screening, testing, and assessing individuals in custody for COVID. As of early September, CHS had tested more than 20,000 people in custody.

Individuals who are taken ill by COVID are treated at the Correctional Treatment Center (CTC), an inpatient treatment center with 196 beds located in Twin Towers. Since the start of COVID, 389 individuals have been taken to CTC for treatment. Individuals that are too ill to be treated at CTC are transferred to LAC+USC MC's jail ward, which has sixteen (16) emergency room beds and twenty-four (24) inpatient beds. LAC+USC MC has treated approximately 224 individuals with COVID from County jails.

Justification: COVID and the Need for a Single Medical Record

In providing care to individuals in custody, CHS uses JHIS, an electronic health record system (EHR) deployed nearly 20 years ago. However, JHIS was designed and deployed as a hybrid custody and EHR, with workflows created based on custody needs, rather than clinician needs. In providing COVID treatment using JHIS clinical staff are not able to see care that has been provided to the patient without the providers taking extra steps to navigate to the health records. The JHIS workflow is mainly for the tracking of the patient.

In addition, JHIS is not connected to ORCHID, impacting the ability to seamlessly transition individuals from custody to DHS hospitals and clinics. Clinicians at LAC+USC MC treating individuals with COVID being transferred from the CTC must create a separate record for each person in ORCHID. The providers at LAC+USC MC must locate a computer that has access to JHIS to see what treatment or care has been provide to the patient during their stay in the CTC or the housing clinics. DHS has created

workarounds to address these issues and provide care. However, the impact of COVID demonstrates the need for a long-term solution that allows the seamless transfer of an individual from CTC, and other CHS sites, to County hospitals.

In addition, if an individual is released from jail and is then seen at any County hospital, the individual's record from JHIS, including the results of any COVID tests or treatment, is not easily available. This disruption in the continuity of treatment hinders the County's ability to manage care for individuals released in the community. As a result, DHS has determined that its response to COVID in the jails will be enhanced by migrating CHS to ORCHID.

Technology: Extending ORCHID to CHS

When DHS last examined the possibility of transitioning CHS to ORCHID, it found significant organizational and technological challenges and the idea was abandoned in favor of exploring the opportunity for limited sharing of patient records. With the occurrence of COVID in the jails, DHS reassessed its options, including re-reviewing previous hurdles. With the impending deployment of a CHS network in the jails, DHS has found a path to addressing the technological challenges previously identified. In addition, CHS, with the support of LASD, feels that the organizational capabilities exist to support a transition.

Considering the importance of the migration, DHS will first migrate CTC to ORCHID next summer in a rapid deployment phase. This will allow CTC, which houses most of CHS' COVID positive patients, to use ORCHID to treat patients in the jails as well as to seamlessly transfer them to LAC+USC MC. Thereafter, the remaining medical services at Twin Towers will transition to ORCHID, followed by a single "go-live" at the remaining CHS facilities. The full implementation is expected to take approximately two years.

The transition of CHS to ORCHID will be in accordance with the same terms that applied to DHS, and ORCHID at CHS will include the same features and functions as the deployment at DHS, with certain changes made to account for differences in the CHS model of care. CHS will deploy the DHS "build" of ORCHID which will allow a more efficient deployment, with customizations of specific features to address CHS' use cases. For example, while CHS pharmacies "fill prescriptions," CHS dispenses medication by using a "keep on person" medication methodology, which is a different business process. As a result, ORCHID must be customized to meet CHS' pharmacy needs. The approach of using the existing ORCHID build, while engaging in a limited customization, will allow CHS to deploy ORCHID more quickly while being cost-effective.

Finally, it should be noted that the migration of JHIS to ORCHID gets the County another significant step closer to achieving one of its most constant goals: a single County EHR to provide patient care. With ORCHID, the County has transformed patient information management, giving providers access to seamless and real-time unified patient health records, promoting efficient and integrated health care delivery. The migration of JHIS to ORCHID allows clinicians at CHS to use the County's integrated EHR, and more importantly, CHS patients to receive more seamless care.

The fourth recommendation will also allow DHS to extend the JHIS Agreement for three one-year terms, through November 19, 2025, to allow ample time for the successful migration of CHS to ORCHID, and thereafter, terminate the JHIS Agreement.

Recommendation #3

The Cerner Agreement was awarded in 2012 after a competitive solicitation. It was initially approved by the Board on November 27, 2012. Pursuant to the Cerner Agreement, Cerner provides ongoing maintenance and support services, hosting services, application management and professional services. ORCHID, which provides an integrated EHR across all care settings in DHS, was extended to DPH in February 2018, and as set forth above, will soon be extended to CHS. In August 2020, an average ORCHID day included: 10,369 unique users; 91,037 patient orders; 39,748 emergency department and urgent care visits; and an average daily inpatient census of 1,042 across all of DHS. The deployment of ORCHID at DHS healthcare settings, followed shortly thereafter by DPH, was delivered according to plan and budget.

As part of the purchase of the Acuity System from Cerner, DHS reviewed its overall relationship with Cerner to assess the impact of the County's significant investment in another Cerner system, including the County's future negotiating position for extensions. The full deployment of the Acuity System will take nearly three years, which would leave minimal useful life under the full term of the Cerner Agreement for a fully deployed integrated clinical and acuity system. Finally, because the purchase of the Acuity System was large and impactful to Cerner, the County had a unique opportunity to maintain the favorable financial terms for the extension period. The third recommendation will add five (5) optional one year extensions, through December 31, 2032, including a limited cost of living adjustment in the extension periods, for the Cerner Agreement.

Over the last seven years, using Pool Dollars, DHS has strategically expanded the features of ORCHID to address clinical needs. These expansions have included deploying a system for electronic prescribing of controlled substances, and standardization of lab instruments to interface with ORCHID, among many other enhancements. While the Cerner Agreement includes expansive support services which covers ongoing configuration changes, DHS uses Pool Dollars for significant enhancements. In order to continue to maintain the system with cutting edge features, DHS is requesting to increase the Pool Dollars for future purchases, both during the existing term ending in December 31, 2027, and as part of the optional extension through December 31, 2032.

One of the most significant enhancements to healthcare systems at DHS is the expansion and use of the Healthe Intent, Cerner's integrated population health platform, to empanel patients and develop customized algorithms and registries to support clinical reporting across various subsets of DHS' patient population. The Empaneled Life Management (ELM) system enhances DHS' ability to manage the healthcare delivered to panels of members via improved empanelment processes, disease registries, and care management. Because the healthcare marketplace was evolving quickly, the term for ELM was for five (5) years, expiring June 30, 2021. The third recommendation also allows

DHS to extend the term for ELM through June 30, 2023 and add three (3) one year extensions to the agreement term for ELM, through June 30, 2026, and increase the contract sum accordingly. The market for population health products continues to evolve at a rapid pace and DHS does not feel that it is appropriate to extend the term for ELM to be coterminous with the term for the other systems purchased via the Cerner Agreement. Rather, this extension allows DHS to continue to use ELM on a year to year basis as it continues to review the market for population health systems.

Recommendation #4

The Board approved the current sole source OPIS Agreement with Cerner Healthcare Solutions on April 2, 2013, to support DHS Outpatient Central Fill Services provided by Cardinal Health Pharmacy Services, LLC (Cardinal). With the implementation of ORCHID, all prescriptions are prescribed by DHS healthcare providers in an electronic manner. ORCHID sends the electronic prescriptions to OPIS for transfer to Cardinal for fulfillment of the outpatient prescriptions. Approval of the fourth recommendation will align the OPIS Agreement with the expiration of the Cerner Agreement as amended through the approval of Recommendation #3 and allow DHS to expand use of OPIS to include CHS, if appropriate.

Recommendation #5

Approval of the fifth recommendation will delegate authority to the DHS Director, or designee, to amend or terminate equipment and IT agreements impacted by the deployment of the Acuity System and the migration of JHIS to ORCHID. There are a number of existing agreements for systems and services that may be impacted by the Acuity System and the migration. Some systems may be discontinued and others may be retained and expanded or interfaced with ORCHID.

For example, CHS maintains a separate medical imaging and information system. DHS has a system maintained pursuant to a Board agreement with Fujifilm. As part of the migration to ORCHID, CHS intends to use DHS' imaging system which will result in a single imaging system to support all patients. This may require termination of CHS' agreement and likely amendment of the DHS agreement to add CHS. In addition to consolidating IT systems, the use of a single imaging system, coupled with deployment of ORCHID, will enhance the ability of clinicians to provide patient care. These changes to the imaging system agreements are one instance of the changes to other agreements that may be required as a result of CHS' use of ORCHID. As to the deployment of the Acuity System, DHS will need to terminate the agreements for the existing stand-alone acuity systems.

Recommendation #6

Approval of the sixth recommendation will enable DHS to initiate actions to fill 35 FTE positions to implement and deploy the Acuity System. DHS plans to transition from a diffuse to a facility-based centralized scheduling concept. DHS will seek Board authority to finalize this staffing plan by February 2021.

Recommendation #7

Approval of the seventh recommendation will enable the Interim Chief Probation Officer, or designee to execute amendments to the PEMRS Agreement to allow for changes to the licensing model in the Agreement to address the impending migration of JHIS into ORCHID and take related actions. Probation licenses the Millennium software for its EHR system pursuant to the JHIS Agreement, and any changes to the licensing methodology for JHIS has the potential to impact the PEMRS Agreement. These changes are not anticipated to increase the contract sum for the PEMRS Agreement, but are necessary to address the impact of the migration of JHIS to ORCHID.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions support Strategy III.2, “Embrace Digital Government for the Benefit of Our Internal Customers and Communities,” Strategy II.2, “Support the Wellness of Our Communities,” and III.3, “Pursue Operational Effectiveness, Fiscal Responsibility and Accountability” of the County’s Strategic Plan.

PRICING

The current Maximum Contract Sum for the Cerner Agreement is \$417,143,924. The foregoing recommendations will increase the Maximum Contract Sum as follows:

(i) Acuity System: Increase not to exceed \$126 million, including for the extension periods if exercised, consisting of:

- (a) \$87,522,337 for the provision of the Acuity System, through December 31, 2032, if all extensions are exercised;
- (b) \$12,200,995 in Pool Dollars for certain pre-designated Optional Work (e.g., purchase of enhanced absence management system), with any unspent amounts reallocated to Pool Dollars for Optional Work; and
- (c) \$26,256,701 in Pool Dollars for the purchase of Optional Work (e.g., additional training) and use reconciliation, with any unspent amounts reallocated to Pool Dollars for Optional Work under the Cerner Agreement generally.

(ii) Migration of CHS to ORCHID: Increase not to exceed \$42.4 million, including for the extension periods if exercised, consisting of:

- (a) \$26,778,670 for the migration and ongoing support of ORCHID at CHS through December 31, 2032, if all extensions are exercised;
- (b) \$3,998,032 in Pool Dollars for certain pre-designated Optional Work (e.g., adoption coaching), with any unspent amounts reallocated to Pool Dollars for Optional Work; and
- (c) \$11,568,501 in Pool Dollars for the purchase of Optional Work (e.g., use reconciliation), with any unspent amounts reallocated to Pool Dollars for Optional Work under the Cerner Agreement generally.

(iii) Extended Term for Cerner Agreement: \$92,468,252, for the extension periods if exercised, for the continued provision of ORCHID through December 31, 2032, including the provision of hosting for DHS' pharmacy system, if all extension options are exercised;

(iv) Increase of Pool Dollars for Cerner Agreement: Increase not to exceed \$ 59.3 million, as Pool Dollars for use during the current term and the extension periods, if exercised:

(a) \$17,700,000 in Pool Dollars for certain pre-designated Optional Work, with any unspent amounts reallocated to Pool Dollars for Optional Work; and

(b) \$41,598,796 in Pool Dollars for the purchase of Optional Work (e.g., use reconciliation, COLA).

(v) HealthIntent: Increase not to exceed \$25.5 million, including for the extension periods if exercised, consisting of:

(a) \$15,704,340 for the continued provision of HealthIntent, through June 30, 2026 if all extensions are exercised;

(b) \$9,711,302 in Pool Dollars for the purchase of Optional Work, with any unspent amounts reallocated to Pool Dollars for Optional Work under the Cerner Agreement generally.

The current Maximum Contract Sum for the JHIS Agreement is \$53,551,523. The foregoing recommendations will increase the foregoing Maximum Contract Sum by an amount not to exceed \$10,944,760, \$1 million of which is Pool Dollars, for a three (3) year term through November 19, 2025 to allow for the successful migration of CHS to ORCHID.

The current Maximum Contract Sum of the OPIS Agreement is \$8,331,327. The foregoing recommendations will increase the foregoing maximum Contract Sum by an amount not to exceed \$9,823,324, including for the extension periods if exercised, through December 31, 2032, consisting of \$8,823,324 for provision of OPIS through the extension terms, if exercised, and \$1 million in Pool Dollars.

The extensions of the Cerner Agreement contain the same limited cost of living adjustment for Professional and Support Services as initially included in the first Cerner Agreement extension period of 2023 to 2027.

FISCAL IMPACT/FINANCING

DHS will be funding this project with existing resources, and continued funding for the contracts and staffing costs will be incorporated into the future fiscal years' DHS budget in accordance with the implementation plan. Additionally, DHS will be, to the extent possible, utilizing funding from the Coronavirus Aid, Relief and Economic Security Act, also known as the CARES Act, to offset costs as are appropriate and allowable.

DHS worked with CEO to identify funding to offset the JHIS conversion to ORCHID and CEO has identified a combination of one-time funding set aside in the Provisional Financing Uses (PFU) budget unit for this project, existing ongoing net County cost, and some CARES Provider Relief Funds funding that will fully offset the migration of JHIS to ORCHID in the jails.

DHS will return to the Board on or before February 15, 2021 to request approval for a Fiscal Year (FY) 2020-21 budget adjustment, as needed, to increase appropriation authority for funding for the 35 new FTE positions requested in the sixth recommendation.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In accordance with the Board's policy of engaging outside counsel for certain information technology agreements, County Counsel retained the law firm of Foley & Larder, LLP to assist in all aspects of these negotiations. Accordingly, Foley & Lardner, in conjunction with County Counsel, assisted DHS and drafted and negotiated the recommended Amendments.

County Counsel will approve the Amendments as to form. The Chief Information Officer concurs with the Department's recommendation and that office's analysis is attached (Attachment B).

The Department has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended amendments, and the Agreement, and are exempt from Proposition A (County Code Chapter 2.121).

CONTRACTING PROCESS

On April 5, 2018 and December 12, 2019, DHS advised the Board of its intent to enter into sole source negotiations with Cerner in accordance with Board Policy No. 5.100 (Attachments C and D). It is in the best economic and operational interest of the County to extend these agreements on a sole source basis. Each of these systems was highly customized over a number of years to meet the needs of the patients and the clinicians of the County. The full deployment of the Acuity System may take up to three years, which would leave minimal useful life under the full term of the Cerner Agreement for a fully deployed integrated system. In addition, considering the fact that the Acuity System and the currently deployed Cerner clinical systems are tightly integrated and largely interdependent, there is little opportunity to procure a similar system from another vendor. Attachment E is the sole source checklist in compliance with Board Policy No. 5.100.

In light of the changes to the structure of the Health Agency (Agency), all agreements included in this letter that are currently managed by the Agency will be transitioned back to DHS.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will enable DHS to deploy a new and modern acuity, scheduling and time system and the use of a centralized, standardized, enterprise-wide EHR which will ensure that patients who seek services at any location within DHS will receive consistent care, supported by the same EHR across the entire care continuum and enhance the experience of DHS staff.

Respectfully submitted,

Reviewed by:

The Honorable Board of Supervisors
November 24, 2020
Page 15

Christina R. Ghaly, M.D.
Director

William S. Kehoe
Chief Information Officer

Respectfully submitted,

Raymond Leyva
Interim Chief Probation Officer

CRG:WK:RL: CWK

Enclosures

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

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
ACUITY, SCHEDULING AND TIME STAFFING
(Department# **110**; Unit# **NEW**)

<u>ITEM</u>			<u>TOTAL NEW</u>
<u>NUMBER</u>	<u>SUB</u>	<u>CLASSIFICATION</u>	<u>POSITIONS</u>
2574	A	Information Technology Manager III	1.0
2565	A	Information Technology Manager I	2.0
2546	A	IT Technical Support Analyst II	3.0
2526	A	Principal Application Developer	1.0
2594	A	Principal Information Systems Analyst	3.0
2525	A	Senior Application Developer	2.0
2593	A	Senior Information Systems Analyst	11.0
5296	A	Nursing Director, Administration	1.0
5216	A	Senior Nursing Instructor	1.0
4594	A	Senior Staff Analyst, Health	2.0
4629	A	Program Implementation Manager	1.0
4593	A	Staff Analyst, Health	1.0
1848	A	Management Analyst	3.0
0755	A	Fiscal Officer II, H.S.	1.0
0666	A	Senior Accounting Systems Technician	2.0
Total			<u><u>35.0</u></u>

New request is for 35 FTE.



CIO ANALYSIS

William S. Kehoe
CHIEF INFORMATION OFFICER

BOARD AGENDA DATE:

11/24/2020

SUBJECT:

APPROVAL TO DELEGATE AUTHORITY TO AMEND FOUR AGREEMENTS WITH CERNER ON A SOLE SOURCE BASIS, APPROVAL OF OTHER CONTRACT ACTIONS, AND REQUEST FOR HIRING AUTHORITY (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

CONTRACT TYPE:

☐ New Contract ☒ Sole Source ☒ Amendment to Contract #:
H-705407 (Cerner Agreement), H-705839 (OPIS Agreement), 77871 (JHIS Agreement) & 77285 (PEMRS Agreement)

SUMMARY:

Description: Department of Health Services (DHS) is requesting to amend four agreements with Cerner on a sole source basis as follows:

1. Provision of an Acuity, Scheduling, and Time System and related services and the lease of up to 911 units of clock hardware, to be adjusted based on actual use and for future growth (Acuity System) [**Amendment 15 to Cerner Agreement (Acuity, Scheduling, and Time)**]
2. Migration of the Jail Health Information System (JHIS) to the Online Realtime Centralized Health Information Database (ORCHID) system [**Amendment 16 to Cerner Agreement (CHS-to-ORCHID Extension) & Amendment 4 to JHIS Agreement**]
3. Increase the maximum contract sum for the continued provision of ORCHID to both DHS and the Department of Public Health (DPH); for the purchase of Optional work, the Cost of Living Adjustment, if any, and use reconciliations; allow DHS to continue its use of Healthe Intent, Cerner's integrated population health platform; change the provision of hosting services and the use of subcontractors. [**Amendment 14 to Cerner Agreement (ORCHID/ELM/OPIS Hosting Term Extension)**]
4. Execute Amendments to Agreement No. H-705839 (OPIS Agreement) with Cerner Healthcare Solutions, Inc. for the provision of the Etreby Outpatient Pharmacy Information System (OPIS), to extend the term of the OPIS Agreement to be coterminous with the Cerner Agreement. [**Amendment 5 to OPIS Agreement**]
5. Amend equipment maintenance and information technology (IT) agreements to facilitate successful and timely deployment of the Acuity System and the

AMEND FOUR AGREEMENTS WITH CERNER ON A SOLE SOURCE BASIS

extension of ORCHID to CHS [**Amendment 15 & 16 to Cerner Agreement**]

6. Authorize DHS to fill up to 35 new Full-Time Equivalent (FTE) positions at DHS Health Services Administration

7. Execute Amendments to Agreement No. 77285 with Cerner for the Probation Electronic Medical Records System (PEMRS) to allow for changes to the licensing model, support model and related matters resulting from the migration of JHIS to ORCHID and the termination of the JHIS Agreement.

FINANCIAL ANALYSIS:

The Board Letter includes amendments to ORCHID, JHIS, OPIS and PERMS Agreement. Below are the base fees, pool dollars for each amendment.

1. Amendment 14 (ORCHID/ELM/OPIS Hosting Term Extension)

Built-In Costs	Pool Dollars		Total
Base Fees	Pool Dollars for Optional Work	Pre-Designated Optional Work	
\$88,662,652 (ORCHID) + \$3,805,600 (OPIS Hosting) = \$92,468,252	\$26,598,796 (30% of ORCHID Base) + \$5,000,000 (COLA estimate) + \$10,000,000 (Use Rec. estimate) = \$41,598,796	\$17,700,000	\$92,468,252 + \$41,598,796 + \$17,700,000 = \$151,767,048
\$15,704,340 (ELM) = \$15,704,340	\$4,711,302 (30% of ELM Base) = \$5,000,000 (Use Rec./COLA estimate) = \$9,711,302	\$0	\$15,704,340 + \$9,711,302 = \$25,415,642
\$92,468,252 (ORCHID and OPIS Hosting) + \$15,704,340 (ELM) = \$108,172,592	\$41,598,796 (ORCHID and OPIS Hosting) + \$9,711,302 (ELM) = \$51,310,098	\$17,700,000 (ORCHID and OPIS Hosting) + \$0 = \$17,700,000	\$108,172,592 + \$51,310,098 + \$17,700,000 = \$177,182,690

2. Amendment 15 (Acuity, Scheduling, and Time)

Built-In Costs	Pool Dollars		Total
Base Fees	Pool Dollars for Optional Work	Pre-Designated Optional Work	
\$87,522,337	\$26,256,701 (30% of Base) = \$26,256,701	\$1,922,608 (Acuity to CHS) + \$9,708,919 (Provider Sched.)	\$87,522,337 + \$26,256,701 + \$12,200,995 = \$125,980,033

AMEND FOUR AGREEMENTS WITH CERNER ON A SOLE SOURCE BASIS

		+ \$569,468 (Absence & Leave) = \$12,200,995	
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3. Amendment 16 (CHS-to-ORCHID Extension)

Built-In Costs	Pool Dollars		Total
Base Fees	Pool Dollars for Optional Work	Pre-Designated Optional Work	
\$26,778,670	\$8,033,601 (30% of Base) + \$3,534,900 (Hosting estimate) = \$11,568,501	\$1,924,032 (Adoption Coaching) + \$2,074,000 (JHIS Read-Only) = \$3,998,032	\$26,778,670 + \$11,568,501 + \$3,998,032 = \$42,345,203

4. JHIS Agreement Amendment 4

Built-In Costs	Pool Dollars		Total
Base Fees	Pool Dollars for Optional Work	Pre-Designated Optional Work	
\$9,944,759.43	\$1,000,000	\$0	\$10,944,759.43

5. OPIS Agreement Amendment 5

Built-In Costs	Pool Dollars		Total
Base Fees	Pool Dollars for Optional Work	Pre-Designated Optional Work	
\$8,823,324	\$1,000,000	\$0	\$9,823,324

The financial impact of PERMS Agreement Amendment is unknown at this point in time and is subject to CHS Migration project outcomes.

Note: Funding is included in DHS' 2020-21 Fiscal Outlook that has been sent to the Board.

ANALYSIS SUMMARY, RISKS & RECOMMENDATIONS:

1. Amendments:

- a. **Amendment 14 (ORCHID & ELM Extension):** This Amendment enables time extension of CERNER and ELM (Empanelment Life Management using HealtheIntent) modules with no scope changes to these modules. As a part of this Amendment, ORCHID will be extended to Dec 31, 2032, and ELM will be extended to June 30, 2026.
- b. **Amendment 15 (Acuity):** This Amendment includes implementation of Acuity, Scheduling, and Time System. The project will be implemented in multiple phases

AMEND FOUR AGREEMENTS WITH CERNER ON A SOLE SOURCE BASIS

– Phase 1 focusing on LAC-USC Hospital Critical Care due to COVID-19 priorities with planned go-live in June/July 2021. Phase 2 will include multiple waves to provision the system at other hospitals and locations in 2.8 years. The OCIO has reviewed the project plan and supports the multi-wave phased approach of this complex system implementation. The OCIO supports the leasing arrangement of the Clock too which is aligned with the Countywide hardware provision strategy and plans.

- c. **Amendment 16 (CHS-to-ORCHID Extension):** This Amendment includes the migration of Correctional Health Services to ORCHID. The project will be implemented in two phases: Phase 1 focused on COVID-19 Surge Response and Enterprise Build and Phase 2 on Extension of Enterprise Build to Remainder of CHS. The OCIO supports the phased approach, considering the COVID-19 related services to be deployed on priority.
- d. **Amendment#4 to JHIS Agreement:** This Amendment allows the Department to extend the current Jail Health Information System (JHIS) services. It will allow the Department to use JHIS services until CHS is not available as per Amendment#16.
- e. **Amendment#5 to OPIS Agreement:** This Amendment allows the time extension to the Outpatient Pharmacy Information System. There is no scope change as part of this Amendment.
- f. **Amendment to PEMRS Agreement:** This Amendment will allow Probation to have delegation authority based on any impact of CHS migration to ORCHID. The Amendment will be drafted as needed.

2. **Financials:**

- a. The project funding assumes the availability of the CARES Act grant. The Department may need to have an alternate plan to ensure that the Department Operating Budget has enough funds to cover the cost, in case appropriate CARES Act funding is not available.
 - b. The unrestricted pool dollars for the ORCHID Agreement are about 40% of the base fees which is higher than the County's general practice of pool dollars as 10%-20% of the base fees.
3. **Project Activities:** The Amendment#15 – Acuity Project & Amendment#16 – CHS Migration Statement of Work doesn't explicitly call out Performance (Load & Stress) Testing as part of the Full Cycle Testing & associated deliverables in the SOW. The County Project Manager must ensure that it is included and planned in the Detailed Project Work Plan. Also, Integration testing will be very important in these interdependent projects. The Statement of Work includes Integration Testing activities, however considering multiple projects executing in parallel and interfacing with ORCHID and other systems of the Department, the Project Manager must plan for comprehensive project plan detailing internal/external dependencies.
4. **New Full Time Employees Request:** The Department is requesting for 35 new full-time employee positions, including 23 Information Technology positions. The OCIO is not able

AMEND FOUR AGREEMENTS WITH CERNER ON A SOLE SOURCE BASIS

to provide recommendations on the positions due to a lack of detailed job responsibilities for each role. The OCIO recommends requesting these positions as a part of the County Recommended Budget process.

5. **Project Governance**: Strong project governance and the project steering committee is required and involves key representatives from all identified areas. There are multiple stakeholders involved in multiple projects, requiring strong project governance to ensure adherence to scope, schedule, and budget. DHS should consider the OCIO Deputy CIO assigned to DHS in the Governance structure.
6. **Security**: The County's Chief Information Security Officer (CISO) has reviewed the Agreement and provided the approval. Considering the sensitivity of the data collected and used within the System (i.e. HIPAA, PII), CISO has determined that the proper controls are in place to secure the data.

PREPARED BY:

JAGJIT DHALIWAL, DEPUTY CHIEF INFORMATION OFFICER

DATE

APPROVED:

WILLIAM S. KEHOE, COUNTY CHIEF INFORMATION OFFICER

DATE



April 5, 2018

**Los Angeles County
Board of Supervisors**

Hilda L. Solis
First District

Mark Ridley-Thomas
Second District

Sheila Kuehl
Third District

Janice Hahn
Fourth District

Kathryn Barger
Fifth District

Fred Leaf
Interim Director, Health Agency

Christina R. Ghaly, M.D.
Acting Director, Department of Health Services

Jonathan E. Sherin, M.D., Ph.D.
Director, Department of Mental Health

Barbara Ferrer, Ph.D., M.P.H., M.Ed.
Director, Department of Public Health

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"The mission of the Los Angeles County Health Agency is to improve health and wellness across Los Angeles County through effective, integrated, comprehensive, culturally appropriate services, programs, and policies that promote healthy people living in healthy communities."



TO: Supervisor Sheila Kuehl, Chair
Supervisor Hilda L. Solis
Supervisor Mark Ridley-Thomas
Supervisor Janice Hahn
Supervisor Kathryn Barger

FROM: Fred Leaf
Interim Director

**SUBJECT: ADVANCE NOTIFICATION OF INTENT TO
NEGOTIATE A SOLE SOURCE AMENDMENT TO
AGREEMENT NO. H-705407 WITH CERNER
CORPORATION**

This is to provide the Board of Supervisors (Board) with advanced notification of the Health Agency's (Agency) intent to amend existing Agreement H-705407 (Agreement) with Cerner Corporation (Cerner) for the provision of an electronic health record (EHR) system, also known as the Online Realtime Centralized Health Information Database (ORCHID), to purchase and implement additional integrated software and services. Board Policy 5.100 requires written notice of a department's intent to enter into sole source negotiations for a Board-approved agreement at least four weeks prior to the initiating sole source negotiations. Although the Cerner Agreement was awarded after a competitive solicitation, the purchase of additional software and services from Cerner is on a sole source basis, and therefore, is subject to the Board's Sole Source Policy.

In addition, this written notice provides the Board with the Agency's proposed format for future sole source notices related to the Agreement and ORCHID.

Background and Sole Source Methodology

With the successful launch of ORCHID, the Agency is consistently reviewing other opportunities to optimize the patient care cycle and deliver the right care to every patient at the right time in the right setting with the right resources by enhancing and building on ORCHID. The Agency considers its options for enhancements to ORCHID first with the goal of improving patient care, next with the goal of providing

suitable resources to provide the care, and finally, with the goal of focusing on efficiencies achievable by standardizing on a fully integrated EHR system. The value of an integrated solution has been recognized by the Board's various motions regarding integrating the County's EHR systems into a single platform - ORCHID. In support of integration, the Agency continues to identify certain products that should be purchased from Cerner on a sole source basis because Cerner is the only vendor able to provide such products as part of ORCHID.

While the ORCHID solicitation was expansive, the Agency has found that certain items were not considered in the 2011 solicitation due to lack of availability or information about particular products. One of the key minimum requirements in the County's solicitation for ORCHID was that it be an integrated solution. The integrated solution was assessed on the basis of several factors, such as is the solution: (i) comprised of several software components designed to work together using a single set of data integrity rules and constraints; (ii) uses a common application infrastructure; and (iii) provides "one single source for truth" for patient information, or (iv) provides computable and meaningful real time decision support of operational and clinical functions regardless of the original care provider and the original source of the data.

Before recommending a new product be purchased from Cerner on a sole source basis due to integration advantages, the Agency will assess the product and its value on the integration factors set forth in the original solicitation and additional similar integration factors that would apply now. This will allow the Agency to conduct a thorough assessment of the advantages of integration and Cerner's role as the sole source of an integrated solution. The Agency acknowledges that this sole source methodology narrows the field of vendors. However, in determining that integration brings immense value to the County and its patients, the County must acknowledge that Cerner, as its EHR vendor, is now also the sole vendor that can meet the County's EHR integration requirements. The Agency believes that this robust and innovative review process will assure a fair process and also result in decisions that are in the best interest of the County.

Sole Source Assessments

Attached are the sole source assessments to support commencing negotiations with Cerner for the purchase of Cerner Clairvia - Clinical Workforce Management, Cerner Time & Attendance and Transaction Services. An integrated set of solutions will enable clinical data to drive outcomes-based patient acuity, with evidence-based staffing and patient flow processes. This in turn will allow the Department of Health Services (DHS) to better track and manage labor costs and support development of cost accounting and other fiscal management processes.

Each Supervisor
April 5, 2018
Page 3

After reviewing the current state at DHS and the proposed solutions with the Chief Information Office and Auditor-Controller, both offices are supportive of our efforts.

The Agency plans to use the same sole source assessment methodology to provide the Board with any future sole source notifications that meet the standards set forth in this notification.

If no objection is received within ten (10) business days upon receipt of this Board notification, the Health Agency plans to begin sole source negotiations with Cerner and anticipates returning to the Board later in 2018 for approval of the agreement amendment(s) for Cerner Clairvia, Cerner Time & Attendance and Transaction Services.

If you have any questions or require additional information, please let me know, or your staff may contact Dr. Christina Ghaly, Acting Director, DHS, at (213) 288-7787.

FL:kh

C: Auditor-Controller
Chief Executive Office
Chief Information Office
County Counsel
Executive Office, Board of Supervisors

**CERNER AGREEMENT H-705407
SOLE SOURCE PRE-NEGOTIATION NOTICE**

Product – Cerner Clairvia – Clinical Workforce Management

Cerner Clairvia Clinical Workforce Management (Clairvia), consisting of five integrated modules: (i) Staff Manager; (ii) Demand Manager; (iii) Patient Progress Manager; (iv) Assignment Manager; and (v) Outcomes-Driven Acuity. The integrated modules can support enterprise-wide staff scheduling, determine workload/productivity using patient information, assist with care plans by monitoring patient progress against established hospitalization benchmarks, propose appropriate patient assignments to staff and importantly determine patient acuity-levels from clinical documentation – all in real time. Future new and related modules may also be purchased as appropriate.

Statement of Need

The Department of Health Services (DHS) does not have a workforce management solution to accurately capture staff attendance, reconcile attendance against the staff schedules, and adjust staffing levels in real time. With respect to nurse scheduling for patient care and patient acuity, DHS uses multiple stand-alone solutions. Catalyst's EVALYSIS Patient Classification System relies on a set of proprietary forms built in ORCHID that DHS nurses use to classify patient care acuity levels per shift, as is required. The information on the forms is then manually uploaded into McKesson One-Staff to populate patient acuity and accordingly assign patients to nursing staff. The end users/nursing staff offices use the One-Staff data to determine staff scheduling.

Integration Assessment

Clairvia is a Cerner product that is integrated directly with Cerner's Millennium solution, which is the ORCHID platform. Clairvia manages clinical staffing, clinical demand management, patient progress and acuity, presenting evidence-based patient-staff assignments within ORCHID. The ORCHID clinical, demographic, and location data are available within Clairvia through real-time data interfaces. The Clairvia Assignment Manager uses historical patient assignment data to automatically propose appropriate patient assignments that maintain nurse-to-patient continuity of care. These patient assignments then automatically populate ORCHID for the nurses' care delivery to begin on each shift.

Additional Considerations

Implementation of an enterprise-wide solution integrated with ORCHID can help improve the quality and cost of care by providing more automation of predictable tasks, greater visibility, and better responsiveness for workforce tasks. By assigning the right caregivers to the right patients at the right time, DHS can improve patient safety and care quality, achieve superior care outcomes, and reduce workforce costs.

**CERNER AGREEMENT H-705407
SOLE SOURCE PRE-NEGOTIATION NOTICE**

Product – Cerner Time & Attendance

Cerner Time & Attendance provides automated real time staff time and attendance and labor capture, detailed labor data reporting, integration with Clairvia's Clinical Workforce Management product. Together these provide the capability to send clinical workforce attendance data to the County's eHR CGI time record system for payroll creation and leave reporting.

Statement of Need

DHS does not currently have an automated time and attendance system and instead uses a manual process. Time collection for nursing staff is currently done via punch timecards with time stamps to track shifts, breaks, and shift times. Actual attendance must be verified manually. Attendance information must also be manually entered into the scheduling systems. Hours worked and payroll codes are also manually entered on the timecards and payroll staff manually enter the timecard data into the County's eHR timekeeping system. There is redundant eHR data entry and validation which consumes availability of computer resources and direct care providers. The current manual process is labor intensive, time consuming, lacks real-time accountability, disrupts workflows, and can be prone to errors. Successful implementation to achieve the full benefits of Clairvia requires that the current manual method for time capture be fully automated.

Integration Assessment

Cerner Time & Attendance is integrated with Clairvia by providing computable real time staffing decision support. Cerner Clairvia consumes in near real-time the Cerner Time & Attendance data. This integration provides the ability to view "punch" status of each employee scheduled in Clairvia (i.e. who is scheduled but has not punched in yet, who is punched in by shift, who has floated in from another cost center, etc.). With Cerner Time & Attendance integration, Clairvia provides accurate and near-real-time productivity reporting that aligns with payroll reporting. Additionally, Clairvia sends the schedule to Cerner Time & Attendance for comparing exceptions between scheduled time and worked time.

While this product is provided by a Cerner partner, Workforce Software LLC, purchasing this product from Cerner and implementing it in concert with Clairvia provides additional integration advantages due to the Cerner Time & Attendance rules engine. This will allow a robust use of time-keeping rules that are common and required in the 24/7 staffing of a clinical workforce. Cerner and Workforce Software LLC have a proven track record in implementing the proposed solutions together.

Implementing Clairvia and Cerner Time & Attendance together will provide implementation speed to value that is critically needed. Layering together the Clairvia Staff Manager scheduling with the deployment of the Cerner Time & Attendance

**CERNER AGREEMENT H-705407
SOLE SOURCE PRE-NEGOTIATION NOTICE**

automated time capture, will speed the deployment of a comprehensive workforce management capability that would be difficult to achieve by separate vendors deploying solutions individually. Cerner has a track record of successfully implementing these two capabilities together.

Additional Considerations

DHS manages a large workforce in a 24/7 environment, with complex wage rules based on appointment status and work schedule. Implementation of automated time tracking will eliminate the need for the current costly manual process, while enhancing accuracy and freeing up nursing and payroll staff time. The automated solution will also apply pay and attendance policies in real time, providing DHS with time sensitive insights regarding labor costs and scheduling decisions, and fully integrate with Clairvia.

**CERNER AGREEMENT H-705407
SOLE SOURCE PRE-NEGOTIATION NOTICE**

Product – Transaction Services

Transaction Services are a suite of products that provide Electronic Data Interchange services in support of DHS' patient access related transactions. The suite of products available from Cerner consists of a financial hub, with various services (e.g., "Address Validation and Verification" and "Eligibility Verification"), purchased on an individual basis as needed.

A list of the currently available transaction services is shown below.

1. Automated Messaging
2. Medical necessity checking (Advance Beneficiary Notice of Noncoverage)
3. Eligibility Checking (X12 270/271)
4. Notice of Admission (X12 278N)
5. Reg (Data) Quality Assurance
6. Propensity to Pay/Payment Advisory
7. Bill Estimation
8. Address Validation & Verification
9. Coverage Discovery
10. Authorization Submission and Reconciliation
11. Claims Scrubbing/Editing/Remits/Claim Submission
12. Contract Management
13. Statements
14. Letters
15. Credit Card Payments (point of service and online bill pay)

Statement of Need

DHS currently uses multiple smaller systems and software suites, as well as manual processes to manage its various patient access functions. Many of these systems are not connected to each other or to ORCHID, and manual processes to obtain the necessary data are time consuming and subject to human error. In many cases, DHS does not currently perform the activity at all. DHS believes that more integrated and automated transactions will streamline processes, improve completeness and accuracy of information in ORCHID, and improve patient experience and the ability to improve financial outcomes. It will also allow DHS to most effectively utilize staff to navigate patients to the appropriate place to obtain care.

Given the high volume of transactions, the ability to perform these functions and upload the data quickly, leveraging technology for innovative practices will be a key success factor in implementing and managing DHS' increasingly sophisticated patient access policies and procedures. Lastly, in light of upcoming planned changes to DHS' financial systems, the accuracy of information at the point of patient scheduling, registration, and care delivery is essential to ensure successful billing.

**CERNER AGREEMENT H-705407
SOLE SOURCE PRE-NEGOTIATION NOTICE**

Integration Assessment

The integration assessment of Transaction Services demonstrates advantages across several integration factors. The purchase of Transaction Services from Cerner eliminates the need for interfaces and utilizes Cerner's financial hub, allowing single sign-on for users. In addition, there are specific integration advantages for certain modules. For example, with respect to verification tasks such as eligibility, benefits and address validations, these modules are embedded in the ORCHID registration workflow, resulting in "one single source of truth" for patient information.

While certain Transaction Services are provided by Cerner partners such as Experian, purchasing these Transaction Services from Cerner has integration advantages. These include the ability to request and receive all such transactions through a single hub, and to have these data be machine computable and retained over time, as may be needed for later revenue cycle processes.

Additional Considerations

It should be noted that several of the modules for Transaction Services were contemplated in the ORCHID solicitation and included in the Agreement and as such, did not require this sole source notification. However, in the interest of full transparency, and in light of DHS' expanded need for Transaction Services, DHS conducted the integration assessment above and determined that purchase of Transaction Services on a sole source basis as integrated with ORCHID is in the best interest of the County.

December 12, 2019

**Los Angeles County
Board of Supervisors**

Hilda L. Solis
First District

Mark Ridley-Thomas
Second District

Sheila Kuehl
Third District

Janice Hahn
Fourth District

Kathryn Barger
Fifth District

TO: Supervisor Kathryn Barger, Chair
Supervisor Hilda L. Solis
Supervisor Mark Ridley-Thomas
Supervisor Sheila Kuehl
Supervisor Janice Hahn

FROM: Christina R. Ghaly, M.D.
Director



Christina R. Ghaly, M.D.
Director

Hal F. Yee, Jr., M.D., Ph.D.
Chief Deputy Director, Clinical Affairs

**SUBJECT: ADVANCE NOTIFICATION OF INTENT TO EXTEND (I)
AGREEMENT NO. H-705407 WITH CERNER
CORPORATION; (II) AGREEMENT NUMBER 77871
WITH CERNER CORPORATION AND (III)
AGREEMENT NUMBER H-705839 WITH CERNER
HEALTHCARE SOLUTIONS, INC., ALL ON A SOLE
SOURCE BASIS**

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

Tel: (213) 288-8050
Fax: (213) 481-0503

www.dhs.lacounty.gov

*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.*



www.dhs.lacounty.gov

This is to provide the Board of Supervisors (Board) with advanced notification of the Health Agency's (Agency) and Department of Health Services' (DHS) intent to amend (i) Agreement Number H-705407 (ORCHID Agreement) with Cerner Corporation (Cerner) for the provision of an Electronic Health Record (EHR) system, also known as the Online Realtime Centralized Health Information Database (ORCHID), (ii) Agreement Number 77871 (JHIS Agreement) with Cerner for the provision of an EHR system for Correctional Health Services, also known as the Jail Health Information System (JHIS); and (iii) Agreement Number H-705839 (OPIS Agreement) with Cerner Healthcare Solutions, Inc., for the provision of a pharmacy system, also known as Outpatient Pharmacy Information System (OPIS), extending the ORCHID Agreement and the JHIS Agreement for five (5) years each, and extending the OPIS Agreement to be coterminous with the ORCHID Agreement, with all such extensions to occur on a sole source basis.

Board Policy No. 5.100 requires written notice of a Department's intent to enter into sole source negotiations for the extension of a Board-approved agreement at least six months prior to the agreement's expiration date. The expiration dates of the ORCHID, JHIS and OPIS Agreements (inclusive of available options) are December 31, 2027, November 18, 2022 and October 31, 2021, respectively.

Background

The ORCHID Agreement was awarded in 2012 after a competitive solicitation. It was initially approved by the Board on November 27, 2012. Pursuant to the ORCHID Agreement, Cerner provides ongoing maintenance and support services, hosting services, application management and professional services. ORCHID provides an integrated EHR across all care settings in DHS and was extended to the Department of Public Health in February 2018. In August 2019, an average ORCHID day included: 13,364 unique users; 99,237 orders; 874 emergency department visits; and an average total daily census of 1,107 occupied beds.

On November 20, 2012, the Board approved a sole source replacement agreement with Cerner for the provision of JHIS remote hosting services, software upgrades, significant new application functionality, sublicensed software, application management services and related services, as well as maintenance services, which are all provided via Cerner's proprietary Millennium software. The Board approved the first agreement for JHIS with Cerner to develop, implement, and maintain JHIS in 1998 as a result of a Request for Proposals. JHIS was implemented to address the concerns and mandates of the Department of Justice by addressing improved efficiencies and effectiveness for the inmate care delivery system. JHIS was implemented in three phases and successfully operated for ten years with the Los Angeles County (County) providing hosting services. The current JHIS Agreement was approved as a successor sole source agreement, and included a transition of hosting from the County to Cerner's data center in Kansas City, Missouri, as well as ongoing upgrade implementation, security, application management, and maintenance and support services.

The Board approved the current sole source OPIS Agreement with Cerner Healthcare Solutions on April 2, 2013, to support DHS Outpatient Central Fill Services provided by Cardinal Health Pharmacy Services, LLC (Cardinal). With the implementation of ORCHID, all prescriptions are prescribed by DHS healthcare providers in an electronic manner. ORCHID sends the electronic prescriptions to OPIS for transfer to Cardinal for fulfillment of the outpatient prescriptions.

Justification

It is in the best economic and operational interest of the County to extend these agreements on a sole source basis. Each of these systems was highly customized over a number of years to meet the needs of the patients and the clinicians of the County. Per the notification provided to your Board on April 5, 2018, DHS is currently in negotiations with Cerner for the purchase of a time and scheduling system on a sole source basis. The full deployment of the time and scheduling system may take as long as three (3) years, which would leave minimal useful life under the full term of the ORCHID Agreement for a fully deployed integrated clinical and time and scheduling system. In addition, considering the fact that the time and scheduling system and the currently deployed Cerner clinical systems are tightly integrated and largely

interdependent, there is little opportunity to procure a similar system from another vendor.

As to the JHIS Agreement and the OPIS Agreement, the purchase of the time and scheduling system is expected to be large and impactful to Cerner, which grants the County a unique opportunity to negotiate favorable financial terms for an extension of the current Cerner agreements for the clinical systems. While DHS is not certain that such negotiations will be successful or that it will exercise any of the extensions once negotiated and approved by your Board, this sole source notice for consideration of extensions of the Cerner agreements is being provided now so that DHS has flexibility to consider including these extensions in its negotiations if it is in the best economic interest of the County.

Conclusion

Consistent with the Sole Source Board policy, DHS is informing the Board of its intention to negotiate amendments to extend the term of the subject agreements. As negotiations for the time and scheduling system are time sensitive, if deemed appropriate by the negotiating team, DHS will commence negotiations for the contract extensions unless otherwise instructed by the Board.

If you have any questions or require additional information, please let me know or you may contact Julio C. Alvarado, Director, Contracts and Grants Division, at (213) 288-7819 or jalvarado@dhs.lacounty.gov.

CRG:ja

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

SOLE SOURCE CHECKLIST

Department Name: Department of Health Services

- ☐ New Sole Source Contract
- ☒ Sole Source Amendment to Existing Contract
- Date Existing Contract First Approved: November 27, 2012

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
<input type="checkbox"/>	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>"Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist."</i>
<input type="checkbox"/>	➤ Compliance with applicable statutory and/or regulatory provisions.
<input type="checkbox"/>	➤ Compliance with State and/or federal programmatic requirements.
<input type="checkbox"/>	➤ Services provided by other public or County-related entities.
<input type="checkbox"/>	➤ Services are needed to address an emergent or related time-sensitive need.
<input type="checkbox"/>	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
<input type="checkbox"/>	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
<input type="checkbox"/>	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/ system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
<input type="checkbox"/>	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
<input checked="" type="checkbox"/>	➤ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.



Chief Executive Office

November 3, 2020

Date



Cost Accounting & Decision Support Services System

Thursday, November 12, 2020



Health Services
LOS ANGELES COUNTY

Introduction

Chief Financial Officer

Allan Wecker

Associate Chief Financial Officer

Roza Sakzlyan

Chief Financial Systems

Jennifer Wei

DHS Chief Information Officer

Kevin Lynch

DHS Contract Manager

Chris Kinney

Background

- DHS' fund balance is going through a steady decrease due to lost revenues and increased expenses.
- DHS currently doesn't have a cost accounting system.
- DHS is undertaking strategic initiatives to address the persistent structural deficit and maximize revenues.
- One of the key initiatives is to implement a cost accounting system.
- This new cost accounting system will assist in analysis of the current cost structure, enable detailed cost analyses, and track budget compliance.

Future Solutions

❖ **PATIENT LEVEL & SERVICE LINE LEVEL COST DATA**

- FIXED vs VARIABLE
- DIRECT vs INDIRECT
- CONTROLLABLE vs UNCONTROLLABLE

❖ **PREBUILT STARTER SET**

- Standard reports
- Executive dashboards

❖ **REPORTING**

- Data modeling - designing and maintaining cost accounting scenarios
- Data analytics – ad hoc and dashboard reporting system

❖ **BUDGETING/MANAGEMENT**

- Uses utilization and cost information to develop flexible budgets and forecasts
- Enables cost center and clinical service line based budgeting
- Creates productivity standards, benchmarks and continuous improvement targets for service areas
- Provides drill-downs into labor costs, materials management, and journal entry detail to understand the underlying cause of variances.

Cost Accounting and Decision Support Services System **Implementation**

Timeframe

January 2021
through
Summer 2022

Cost*

\$10 million
over 15 years

Project Governance

Executive Sponsor:

Chief Financial Officer

Executive Leadership Team:

Information Technology
Enterprise Data Information Management
Clinical
Nursing
Patient Population
Operations

Resources

DHS' existing
resources

Pool Dollars*

\$10 million for
additional
modules

* Funding is included in the final Fiscal Outlook that has been provided to the Board.

Plan for Future

Additional Modules

Financial Planning



Decision Support



Modules	Licenses
Capital Requisitioning	OPTIONAL
Equipment Replacement	OPTIONAL
Productivity Reporting	OPTIONAL

Modules	Licenses
Contract Analytics (Hospitals)	OPTIONAL
Contract Analytics (Physicians)	OPTIONAL
Strategic Pricing	OPTIONAL
Quality Variation Indicators	OPTIONAL



Data Sources

Clinical Activities
and
Charges

GL Financial Data

Supply Cost

Labor Cost

Data Aggregation

Data Integration
&
Cost Modeling

Data Presentation

Cost Comparison & Reports

Detailed Analytics & Dashboards

Decision Support

Department of Health Services
Cost Accounting and Decision Support Services System



Questions?



Health Services
LOS ANGELES COUNTY

BOARD LETTER FACT SHEET

Agenda Review Date:

Board Meeting Date:

Sup. Dist. / SPA No.:

DEPARTMENT:

SUBJECT:

I. PUBLIC BENEFIT (precise description, mandated or non-mandated)

II. RECOMMENDED ACTIONS (summarized)

III. COST AND FUNDING SOURCES

Cost:

Funding:

IV. BACKGROUND (critical and/or insightful)

V. POTENTIAL ISSUE(S)

VI. DEPARTMENT & COUNTY COUNSEL CONTACTS

November 24, 2020

DRAFT

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

Dear Supervisors:

**APPROVAL OF A COST ACCOUNTING AND DECISION SUPPORT SERVICES
AGREEMENT WITH STRATA DECISION TECHNOLOGY, LLC
ALL SUPERVISORIAL DISTRICTS (3 VOTES)**

CIO RECOMMENDATION: APPROVE [X]

SUBJECT

Approval of new agreement with Strata Decision Technology, LLC for the provision of a Cost Accounting and Decision Support Services System for the Department of Health Services, and delegation of authority to amend Agreement for various contractual actions during the Term of the Agreement.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Director of Department of Health Services (Director), or designee, to execute an Agreement with Strata Decision Technology, LLC (Strata), substantially similar to Attachment A (Agreement), effective upon execution through the tenth (10th) anniversary of the effective date, with an option to extend the term of the Agreement for an additional five years on an annual basis for the provision of a Cost Accounting and Decision Support System (CADSS) at the Department of Health Services (DHS) with a Maximum Contract Sum not to exceed \$20,612,807, including up to \$10.5 million in Pool Dollars, for the entire term of the Agreement, including the optional extensions.
2. Delegate authority to the Director, or designee, to execute Amendments to the Agreement to: (a) exercise the options to extend the term of the Agreement; (b) add, delete, and/or change 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) reallocate the components comprising the Maximum Contract Sum; (d) align the Agreement with County standards and needs, including but not limited to business workflows, protocols and policies; (e) reduce scope of services and the Maximum Contract Sum, with all actions subject to review and approval of County Counsel; and (f) prepare and execute Amendments to the Agreement to provide a limited Cost of Living Adjustment (COLA) for the fixed hourly rates for professional services, starting with the sixth contract year, in accordance with the terms of the Agreement and as further

described below, with all documents subject to review and approval by County Counsel, and notice to the Board and CEO.

3. Delegate authority to the Director, or designee, to approve and execute: (a) Change Notices to the Agreement for: (i) alterations to the project schedule; and (ii) changes that do not incur additional costs or expenses or that do not otherwise materially affect any term or condition of the Agreement; (b) Change Orders or Amendments using Pool Dollars included as part of the Maximum Contract Sum to acquire Optional Work as requested by County, provided the amounts payable under such Change Orders do not exceed the available amount of Pool Dollars; (c) issue written notice(s) of partial or full termination of the Agreement for convenience without further action by the Board; (d) Amendments to the Agreement to allow Strata to outsource the provision of hosting services to a qualified third party hosting provider that meets the County's security and legal requirements; and (e) Amendments to the Agreement to modify or waive certain requirements of the County's standard subcontracting and third party license provisions to address changes to subcontractors and third-party licensors, on condition that Strata and its subcontractors' and licensors' obligations and accountability to the County are not materially diminished and DHS, in consultation with County Counsel and outside counsel, determines the risk of such modifications are outweighed by the objectives to be achieved, with all documents subject to review and approval by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Background and Justification

A system to deliver cost accounting and decision support (collectively referred to as "CADS System" or "CADSS") is necessary to enable DHS to analyze its current cost structure for its delivery of health care services, compare costs across different entities and providers, pinpoint areas with significant cost variances and identify reasons for such cost variances, detect ongoing trends and validate budget assumptions, and track budget compliance across various health care entities, patient populations, and services. DHS issued a Request for Proposals (RFP) to solicit proposals for an agreement with an entity who can provide a CADS System.

Additionally, DHS is endeavoring to better understand – and be able to better report on – the various costs associated with the delivery of health care services by DHS' inpatient and outpatient facilities. To achieve this, DHS is looking to implement a technology solution that will allow DHS to analyze its current cost structure, perform detailed cost and productivity analysis, pinpoint problem areas, detect trends, develop budgets, track budget compliance and decision support.

The primary business objective of the CADS System is to enable DHS to understand costs and the cost structure of what DHS does. Services provided by DHS's care providers incur costs of different nature. The secondary business objective of the CADS System is to enable decision support by compiling varied forms of raw data into useful information that allows for business or organizational decision-making in a rapidly

changing environment using predictive analytics tools and methodologies. Productivity includes analysis and reporting of performance indicators that measures labor efficiency in respect to products and services as well as analytics to identify and support areas for improvement.

Recommendations

Approval of the first recommendation will allow the Director, or designee, to execute an Agreement, substantially similar to Attachment A, with Strata, to implement the CADS System, for an initial term of ten years after the effective date of the Agreement, with an option to extend the Agreement for five additional one-year extensions. The Agreement provides for a projected 18-month implementation that encompasses all key milestones (i.e., contract initiation, design, build, test, production use and final acceptance), hosting, ongoing maintenance and operations, support services, and optional work.

The CADS System is a single modular software-as-a-service system, currently hosted by Strata in its co-located data centers. The commercial off the shelf software consists of three categories of modules: financial planning, decision support and continuous improvement. The financial planning category, consisting of six modules, includes the core cost accounting and budgeting functionality, including budget planning and forecasting. The seven decision support modules include the functionality to allow an in-depth understanding of the budget, including the ability to test alternative “what if” scenarios. Finally, the continuous improvement module, generally deployed after several years of using and optimizing the system data, allows for faster streamlined analysis of cost, incorporates workflows and a tracking tool to track implementation of cost efficiencies.

In light of the fact that DHS currently does not have a cost accounting system, DHS intends to deploy the CADS System first to focus on core needs: building the structure to handle basic cost accounting and budgeting. The initial focus of CADSS is to enable DHS to analyze its cost structure, perform cost and productivity analysis, pinpoint problem areas, and detect trends in a consistent manner by facility across DHS. While DHS is strategically joining forces with the State, Health Plans and other key stakeholders to improve the capturing of complete granular financial data in its electronic health record system, the robust reporting capabilities of CADSS will also uncover issues where financial data is not properly aligned with clinical activities (or vice versa), and enable DHS to (a) mitigate the data disconnects due to various granularities between systems; (b) remediate the data gaps identified; (c) optimize the detailed accurate data collections; and (d) refine the cost analysis strategies.

As these on-going efforts steadily progress, DHS is envisioning that as the feeder systems grow mature, more precise and satisfying cost information will be provided at a substantially detailed level, much deeper drill-down analysis at patient and/or service level will be vastly feasible and gradually utilized throughout DHS, and ultimately empower DHS with effective and advanced costing and budgeting structures to support its goals in cost containment and financial health management. In the years following the initial deployment and after DHS is able to use the information produced by the system to improve internal processes and policies, DHS will consider purchasing as Optional Work

and deploying additional modules. DHS has negotiated and included the ongoing fees for these additional modules. This approach is typical in the deployment of this system, where customers deploy a core set of modules and expand to additional modules as appropriate. The higher than typical amount of Pool Dollars is to account for such possible future expansions.

Approval of the second and third recommendations will give DHS the flexibility to revise the Agreement to extend the term of the Agreement, change terms and conditions in response to changes in law, regulation or policy, reallocate the components comprising the Maximum Contract Sum, align the Agreement with County standards and needs, including but not limited to business workflows, protocols and policies, reduce scope of services and the Maximum Contract Sum, alterations to the project schedule, use Pool Dollars to acquire Optional Work, effectuate the COLA and, if deemed in the best interest of the County, amend the Agreement to address terms related to outsourced hosting providers and subcontractors, with all actions subject to review and approval by County Counsel.

Implementation of Strategic Plan Goals

The recommended actions support Strategy III.2, “Embrace Digital Government for the Benefit of Our Internal Customers and Communities” and III.3, “Pursue Operational Effectiveness, Fiscal Responsibility and Accountability” of the County’s Strategic Plan.

FISCAL IMPACT/FINANCING

The Maximum Contract Sum of the Agreement with Strata will not exceed \$20.62 million, with the following pricing components:

- (i) CADSS (including implementation, hosting and support): Not to exceed \$10,151,833, including extension terms if exercised;
- (ii) Pool Dollars for Additional Modules as Optional Work (not including implementation): Not to exceed \$7,415,424, with any unspent amounts reallocated to Pool Dollars for Optional Work; and
- (iii) Pool Dollars for Optional Work: Not to exceed \$3.1 million.

Funding is included in DHS’ Fiscal Outlook that has been sent to the Board.

The Agreement contains a limited COLA for Professional Services beginning on the first day of the 6th year of the Agreement and each year thereafter, including extension periods if exercised. Solely as to Professional Services, which may be purchased by the County as Optional Work, Strata may receive the lesser of: (a) the difference between the most recently published percentage change, if any, in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index - Urban Wage Earners and Clerical Workers (“CPI-W”) for the Los Angeles-Long Beach-Anaheim Area for the Agreement year prior to the year for which the COLA is being calculated and the CPI-W for the Agreement year of the first use reconciliation, or (b) two percent (2%). In no event will the cumulative COLA increases for Professional Services fees over each five-year period (i.e., years six

to 10, and years 11 to 15) exceed five percent (5%) of the rate for Professional Services as of the day prior to the commencement of that period.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement includes all County required provisions, including the most recent provisions, with minor changes to certain provisions related to requirements that are not applicable to Strata's activities or location. Finally, the Agreement includes limited changes to the indemnification clause and a limitation of liability. DHS understands the risks associated with the changes to the Agreement and believes it is in the best interest of the County to proceed with the Agreement.

The Agreement may be terminated for convenience by the County upon 30 days' prior written notice. County Counsel has approved the Agreement as to form. The Chief Information Officer concurs with DHS' recommendation and that office's analysis is attached (Attachment B).

In addition, County Counsel retained the law firm of Foley & Lardner, LLP, to assist in the negotiation of this Agreement. Accordingly, Foley & Lardner, in conjunction with County Counsel, reviewed the RFP prior to release, provided legal advice throughout the RFP process, and negotiated the recommended Agreement.

The Department has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to this recommended Agreement for highly technical and professional services, and it is exempt from Proposition A (County Code Chapter 2.121).

CONTRACTING PROCESS

On September 9, 2019, DHS released a RFP to identify the most qualified proposer for CADSS. Notice of availability of the RFP was posted on the County's website as well as the DHS website. In addition, DHS provided notice by mail and email to vendors on DHS' internal mailing lists.

Proposals were evaluated using a two-phase selection process. Phase I was the Pass/Fail Evaluation of minimum mandatory requirements stated in the RFP. By the Phase I proposal submission deadline of November 4, 2019, DHS received four proposals. One proposer subsequently withdrew from the process and the remaining three (3) proposers passed Phase I of the evaluation process.

By the Phase II proposal submission deadline of January 17, 2020, DHS received three (3) proposals. Phase II was an evaluation conducted by an Evaluation Committee comprised of DHS representatives familiar with cost accounting and decision support services. The informed averaging process was used. At the conclusion of Phase II, Strata was the top ranked proposer and had the lowest price proposal. DHS has obtained a Letter of Intent from the recommended proposer. Therefore, Strata is being recommended for an Agreement. Debriefings were offered to two (2) proposers and both requested and received debriefings. There were no protests as a result of this solicitation.

The Honorable Board of Supervisors

November 24, 2020

Page 6

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will provide DHS with a cost accounting and decision support system.

Respectfully submitted,

Reviewed by:

Christina R. Ghaly, M.D.
Director

William S. Kehoe
Chief Information Officer

CRG:WK:CWK

Enclosures

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



COST ACCOUNTING AND DECISION SUPPORT SYSTEM AND SERVICES
AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

STRATA DECISION TECHNOLOGY LLC

DECEMBER 1, 2020

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EXHIBITS

- Exhibit A Statement of Work
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 - Exhibit A.1.1 Reports and Dashboards
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 - Exhibit A.3 Licensed Software Requirements
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- Exhibit B Licensed Software
- Exhibit C Fees; Contractor Professional Services Rates
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- Exhibit D Hardware
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- Exhibit H CADS System Business Objectives
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- Exhibit M Additional Hosting Services Terms and Conditions
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- Exhibit N Recommended Configuration
- Exhibit O Form Statement of Work
- Exhibit P Escrow Agreement
 - Exhibit P.1 Beneficiary Enrollment Form
- Exhibit Q Confidentiality and Assignment Agreement
- Exhibit R Contractor's EEO Certification
- Exhibit S County Ordinances and Policies
- Exhibit T Project Team and Governance
- Exhibit U Contractor Diligence and Information Security Questionnaire
- Exhibit V Contractor Proposal
- Exhibit W County Key Personnel
- Exhibit X Parent Guarantee
- Exhibit Y Tier 1 Subprocessor Terms

COST ACCOUNTING AND DECISION SUPPORT SYSTEM AND SERVICES AGREEMENT

This Cost Accounting and Decision Support System and Services Agreement ("**Agreement**") is made and effective as of December 1, 2020 ("**Effective Date**"), by and between the County of Los Angeles, a political subdivision of the State of California ("**County**"), and Strata Decision Technology LLC, with its principal place of business at 200 E. Randolph Street, 49th Floor, Chicago, IL 60601-6463 ("**Contractor**"). When used herein, the term "Agreement" includes the body of this Agreement and any and all Statements of Work entered into by the Parties hereunder and such other exhibits ("**Exhibit(s)**"), attachments ("**Attachment(s)**"), schedules ("**Schedule(s)**") appended to this Agreement and additional documents that the Parties identify and agree to a writing signed by both Parties to incorporate herein by reference. The term "Agreement" shall also include any information provided by Contractor during the course of the Request for Proposal process, including Contractor's response to the Proposal attached as Exhibit V (Contractor Proposal), which is and is expressly incorporated into this Agreement. In the event of a conflict between the body of this Agreement and any Statement of Work, Exhibit, Attachment, Schedule, or incorporated material, the body of this Agreement shall govern. For purposes of determining conflicts between parts of this Agreement, Exhibit M (Additional Hosting Services Terms and Conditions) shall be deemed to be part of the body of this Agreement. Contractor and County may be referred to in this Agreement individually as a "**Party**" and together as the "**Parties**."

RECITALS

- A. County is authorized by California Government Code Sections 26227 and 31000 to contract for goods and services, including the Services contemplated herein.
- B. The Los Angeles County Health Agency (the "**Health Agency**") consists of the Los Angeles County Department of Health Services ("**DHS**"), the Los Angeles County Department of Mental Health ("**DMH**"), and the Los Angeles County Department of Public Health ("**DPH**") and was formed in 2015 with the goal of providing seamless services to clients and identifying areas of need, and to position the Health Agency to address social determinants of health, such as poverty, addiction, and homelessness that drive poor health outcomes and higher healthcare utilization and costs. DHS is among the largest public hospital systems in the United States, and DMH is the largest mental health department in the United States. The Health Agency is governed by the County's Board of Supervisors ("**Board**") and provides services to over ten million County residents, encompassing hospital and outpatient care, health clinics, mental health services, and operates a number of public health programs such as environmental health, disease control, and community and family health. The mission of the Health Agency is to improve the health and wellness of Los Angeles County residents through provision of integrated, comprehensive, culturally appropriate services, programs, and policies that promote healthy people living in healthy communities.
- C. County needs to gain a deep insight into, and be able to report in a comprehensive and precise manner on, the various costs, collectively and individually, associated with the delivery of inpatient and outpatient services by DHS providers, personnel, and facilities. The CADS System, as defined below, is required to enable County to analyze its current cost structure for its delivery of health care services (for all direct, indirect, fixed, and variable costs), compare costs across different facilities and providers, pinpoint areas with significant cost variances and identify reasons for such cost variances, detect ongoing trends and validate budget assumptions, and track budget compliance across various health care facilities, patient populations, and services. The Cost Accounting and Decision Support System, or alternatively, the Licensed Software, Hardware,

and Services, all as more particularly described herein, are sometimes referred to collectively in this Agreement as, and were referred to collectively in the RFP as, the “**CADS System**”.

- D. County’s business objectives (“**Business Objectives**”) include, among others, to:
- Understand costs and the cost structure of all activities supporting the services DHS delivers;
 - Understand all costs components and compare the cost of services across entities and providers;
 - Analyze costs per service and costs per providers across each facility individually, in various combinations, and in aggregate, and gain insights into the reasons for variances and to obtain information on standardization;
 - Identify areas of services with significant cost variances;
 - Accurately assess budget impacts of alternative operational and performance data assumptions; and
 - Provide the analytics and information necessary to perform zero-based budgeting.
- E. The CADS System and related Services as provided in this Agreement and Statement of Work will enable County to meet its key requirements, which include:
- Calculating the overall costs of services — i.e., the cost of patient encounters — down to the individual component level (e.g., labor, devices, drugs, supplies, and facilities);
 - Identifying areas of services with significant cost variances;
 - Comparing costs per service (e.g., MRI, GI procedure, hip replacement) and costs per provider across each facility individually, in various combinations, and in aggregate, and deliver insights of the cost structure of services;
 - Analyzing costs per service and costs per provider across each entity individually, in various combinations, and in aggregate, and gain insights into the reasons for variances and to obtain information on standardization;
 - Accurately assessing budget impacts of alternative operational and performance data assumptions and develop reliable and predictive budget scenarios and models;
 - Integrating business intelligence with indicators for opportunities;
 - Establishing an activity-based operating budget using historical financial, workload, and patient-level information;
 - Enabling budget modeling at the cost center level by allowing for changes in volumes, charges, staffing and expenses (e.g., across-the-board 5% increase in charges);
 - Integrating productivity tools to measure labor performance;
 - Enabling scenario-based forecasting of budget impacts/changes based upon a wide variety of County-developed rules (e.g., change in patient population, payor mix) and data assumptions; and
 - Meeting the CADS System Business Objectives, as further described in Exhibit H (CADS System Business Objectives).
- F. County issued a Request for Proposal for the Cost Accounting and Decision Support System (#CADSS2019) (“**RFP**”), dated September 9, 2019, for the provision, implementation, and maintenance and support of the CADS System. Contractor submitted a Proposal in response to the RFP, based on which Contractor was selected to enter into contract negotiations with County. Based on those negotiations, this Agreement was submitted to Board for its consideration for approval and award.
- G. County desires to license the Licensed Software and obtain Hardware and the Services from Contractor, including, but not limited to, the Implementation Services, Hosting Services, Support

Services, training, and other professional services, all as more particularly described herein. The Services to be provided by Contractor are set forth in this Agreement and the applicable Statement of Work as the Parties may mutually agree upon from time to time.

- H. Contractor represents that it will provide County the requisite technological capabilities, professional skills, business process and information technology knowledge, software implementation and project management expertise, integration capabilities, hosting capabilities and services, and skilled resources required to implement the CADS System on the Hardware and Recommended Configuration to conform to the Specifications and other terms and conditions of this Agreement and to effectively integrate all components of the CADS System.

AGREEMENT

In consideration of the foregoing Recitals (which are incorporated herein) and the mutual covenants and agreements contained herein, the Parties hereto agree as follows:

1. TERM

1.1 TERM

The term of this Agreement shall commence on the Effective Date and continue in full force and effect until the earlier of (a) the Agreement is terminated as provided in Section 27 (Termination), or (b) the expiration or termination of the Support Term (collectively, the “**Term**”), subject to Section 1.3 (Term of Statements of Work; License Term), Section 27.4 (Effect of Termination), and Section 27.8 (Survival).

1.2 INITIAL AND RENEWAL SUPPORT TERMS FOR SUPPORT SERVICES

The term for Support Services, as defined in Section 9.7 (Support Services), shall commence on the Go-Live and continue in full force until the tenth (10th) anniversary of the Effective Date, unless earlier terminated as provided herein (the “**Initial Support Term**”). Upon the expiration of the Initial Support Term, County may, at its option, extend Support Services for five (5) additional consecutive one (1) year terms (the “**Renewal Support Term**”) by providing written notice to Contractor at least thirty (30) days prior to the expiration of the Initial Support Term. The Initial Support Term and any Renewal Support Term are referred to herein collectively as the “**Support Term**.” Contractor shall provide County with at least three (3) months prior written notice of the end of the Initial Support Term and any Renewal Support Term to County’s Project Director at the address set forth in Exhibit W (County Key Personnel). Contractor’s failure to provide such notice shall constitute a waiver by Contractor to object to an extension by County of the Initial Support Term or the Renewal Support Term after its expiration until such time as Contractor complies with the notice requirements under this Section 1.2 (Initial and Renewal Support Terms for Support Services). Such notice shall also identify any fee increase applicable to the Renewal Support Term that is about to commence.

1.3 TERM OF STATEMENTS OF WORK; LICENSE TERM

The commencement and termination dates for Statements of Work shall be as provided in each Statement of Work. Termination of the Term of this Agreement, and termination or expiration of the Support Term, shall result in the termination of County’s License granted in Section 3 (Licensed Software) and related License provisions, subject to the terms set forth therein. The term of the License granted in Section 3.1 (License Grant) shall be referred to as the “**License Term**.”

2. IDENTIFICATION OF PARTIES

2.1 CONTRACTOR; SUBCONTRACTING

- (a) Unless specifically authorized by County as provided herein, Contractor shall perform the obligations described in this Agreement and in the Statement(s) of Work itself and through its direct wholly-owned subsidiaries, provided such subsidiaries are disclosed in writing to County. Contractor represents and warrants that it has entered into agreements with each such subsidiary under which such subsidiary has assigned to Contractor all rights necessary for Contractor to fulfill its obligations under this Agreement and to enable Contractor to assign and license to County under this Agreement the same rights that would have been assigned and licensed to County if Contractor had performed the obligations described under this Agreement and in any Statement(s) of Work by itself without the participation of any such subsidiary. All references to Contractor in this Agreement shall be deemed to include all such subsidiaries.
- (b) County has relied, in entering into this Agreement, on the reputation of and on obtaining the personal performance of Contractor itself. Consequently, no performance of this Agreement, or any portion thereof, shall be subcontracted by Contractor without the prior written consent of County as provided in this Section 2.1 (Contractor; Subcontracting). Any purported agreement by Contractor to subcontract any performance under this Agreement without obtaining the prior written consent of County as provided in Sections 2.1(c) and (d) (Contractor; Subcontracting), shall not modify, alter, nor amend the Agreement or any rights, obligations, or responsibilities as between Contractor and County and shall be deemed a material breach of this Agreement, upon which County may immediately terminate this Agreement.
- (c) If Contractor desires to subcontract any portion of its performance under this Agreement, Contractor shall provide to County, in writing, a request for written approval to enter into the particular subcontract, which request shall include:
 - (i) The reason(s) for the particular subcontract;
 - (ii) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected;
 - (iii) A detailed description of the work to be performed by the proposed subcontractor;
 - (iv) Confidentiality provisions applicable to the proposed subcontractor's officers, employees, and agents, which would be incorporated into the subcontract;
 - (v) A draft copy of the proposed subcontract agreement, which shall, at a minimum:
 - (1) include representations and warranties by subcontractor that subcontractor (A) is qualified to perform the work for which subcontractor has been hired; (B) maintains the insurance required by this Agreement; and (C) is solely liable and responsible for any and all of its taxes, payments, and compensation, including compensation to its employees;

- (2) provide for indemnification by subcontractor of County and Contractor under the same terms and conditions as the indemnification provisions of this Agreement set forth in Section 23 (Indemnification); and
 - (3) include (A) Exhibit Q (Confidentiality and Assignment Agreement); (B) Exhibit F (Business Associate Agreement); and (C) any other standard County required agreements, forms, and provisions, some of which may need to be executed by the proposed subcontractor and Contractor, as applicable;
- (vi) Unless otherwise waived by County, copies of certificates of insurance from the proposed subcontractor, which establish that the subcontractor maintains the minimum programs of insurance required by County; and
- (vii) Other pertinent information and/or certifications requested by County.
- (d) County will review Contractor's request to subcontract and determine on a case-by-case basis whether or not to consent to such request, which consent shall not be unreasonably withheld.
- (e) Subject to and in addition to the provisions of Section 23 (Indemnification), Contractor shall indemnify, defend, and hold harmless County, its officers, employees and agents, from and against any and all third party claims, demands, liabilities, damages, costs and expenses, including, but not limited to, defense costs and legal, accounting or other expert consulting or professional fees in any way arising from or related to Contractor's use of any subcontractor, including, without limitation, any officers, employees, or agents of any subcontractor, in the same manner as required for Contractor, its officers, employees, and agents, under this Agreement.
- (f) Notwithstanding County's consent to any subcontracting, Contractor shall remain fully responsible for any and all performance required of it under this Agreement, including that which Contractor has determined to subcontract, including, but not limited to, the obligation to properly supervise, coordinate, and perform all work required under this Agreement. All subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. Furthermore, County Approval of any subcontract shall not be construed to limit in any way Contractor's performance, obligations, or responsibilities to County, nor shall such Approval limit in any way County's rights or remedies contained in this Agreement. Additionally, County's Approval of any subcontract shall not be construed in any way to constitute the determination of the allowableness or appropriateness of any cost or payment under this Agreement.
- (g) County's consent to any subcontracting shall not waive County's right to prior and continuing Approval of any and all personnel, including subcontractor employees, providing services under this Agreement. Contractor shall notify its subcontractors of this County right prior to subcontractors commencing performance under this Agreement. Contractor shall assure that any subcontractor personnel not Approved in writing by County shall be immediately removed from the provision of any services under the particular subcontract or that other action is taken as requested by County.

Further, in the event that County consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such subcontractor is deemed by County to be

in material breach of its subcontract or this Agreement. County shall not be liable or responsible in any way to Contractor, to any subcontractor, or to any officers, employees, or agents of Contractor or any subcontractor, for any claims, demands, damages, liabilities, losses, costs, or expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees, in any way arising from or related to County's exercise of such right.

- (h) Notwithstanding County's consent to any subcontracting, Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors, and their officers, employees, agents, and successors in interest, for any services performed by subcontractors under this Agreement.
- (i) In the event that County consents to any subcontracting, for each subcontract entered into by Contractor, Contractor shall deliver to the County Project Director, immediately after the effective date of the subcontract but in no event later than the date any work is performed under the subcontract:
 - (i) A fully executed copy of each subcontract entered into by Contractor;
 - (ii) An executed version of County's then current Confidentiality and Assignment Agreement ("**Confidentiality and Assignment Agreement**") and Business Associate Agreement ("**BAA**") for each subcontractor approved to perform work under this Agreement on behalf of such subcontractor and all of employees who will be performing such work; and
 - (iii) Unless otherwise waived by County, certificates of insurance which establish that the subcontractor maintains the minimum programs of insurance required by County under this Agreement.
- (j) Notwithstanding County's consent to any subcontracting, Contractor shall be jointly and severally liable with each subcontractor for any breach by any subcontractor of this Agreement, the Confidentiality and Assignment Agreement, or the BAA.
- (k) In the event that County consents to any subcontracting, such consent shall apply to each particular subcontract only and shall not be, or be construed to be, a waiver of this Section 2.1 (Contractor; Subcontracting) or a blanket consent to any further subcontracting.

2.2 COUNTY

The rights and obligations of County may be, in whole or in part, exercised or fulfilled by County's agencies, departments, joint power authorities in which County is a participant, and other public collaborative efforts, such as a community health information exchange (HIE) (each, an "**Affiliated User**," and collectively, "**Affiliate Users**").

2.3 COUNTY DESIGNEE

Any third party outsourcing vendor, contractor, agent, or other person or entity designated by County in writing (the "**County Designee**") shall be entitled to perform any responsibilities, obligations, or other provisions attributed to County under this Agreement. Contractor shall fully cooperate, communicate, coordinate with, and respond to all the requests of the County Designee, and Contractor will provide the County Designee with the appropriate information in the possession of Contractor relating to the Services. Contractor shall be entitled to reasonably rely on the County Designee, provided, however, that County written Approval shall be required

for any work effort requested by a County Designee that may result in additional costs to County. County shall be entitled to amend and/or terminate its use of the County Designee at any time upon advance notice to Contractor. County will require each County Designee to enter into an agreement containing appropriate confidentiality and non-use provisions with respect to Contractor's Confidential Information. County shall remain responsible to Contractor for any and all performance required under this Agreement by the County Designee. County shall be entitled to provide the County Designee with Contractor's Confidential Information as required for the County Designee to provide its services to County pursuant to this Section 2.3 (County Designee).

3. LICENSED SOFTWARE

3.1 LICENSE GRANT

3.1.1 SCOPE OF LICENSE

Subject to the terms and conditions of this Agreement, Contractor grants to County a worldwide, non-exclusive, transferable (as provided in Section 29.15.2 (Assignment by County)), term license (for the period beginning as of the Effective Date and ending as of the termination or expiration of the Support Term, including any extension Approved by an Amendment, and any applicable termination transition Services provided in Section 27.7 (Termination Transition Services), and subject to any rights to the Source Materials granted under Section 4 (Escrow of Source Materials)) to Use the Licensed Software and Documentation (as defined in Section 3.3 (Documentation) below) for County's business purposes and activities (hereinafter "**License**"). For the purposes of this Section 3 (Licensed Software), the term "**Use**" as it applies to Licensed Software means to access, execute, operate, and run the Licensed Software. Without limitation of the above, County's business purposes and activities will include making the Licensed Software and Documentation available to County finance users, physicians, and other health care facilities, federal, State, and local agencies, and business partners to facilitate the use and the expansion of the CADS System. The implementation activities as to the extension of the CADS System in connection with an Approved Physical Growth Event will be handled as Optional Work under an Amendment or Change Order, as applicable.

3.1.2 LICENSE RESTRICTIONS

The Licensed Software 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.

3.1.3 COUNTY'S USE IN EXCESS OF LICENSE LIMITATIONS

In the event that parts of the Licensed Software is licensed on a limited basis (e.g., licensed on a per user, server, CPU, named user basis) and County Uses the Licensed Software in excess of such limited 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.

3.2 REVISIONS

During the Support Term, all Revisions (including Displaced/Renamed Products) shall be provided to County at no additional charge, including required implementation services to enable County to utilize the Revisions, beyond the fees payable hereunder for Support Services, regardless of whether Contractor charges other customers for such Revisions. During the Support Term, 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.

3.3 DOCUMENTATION

For purposes of this Agreement, the term "**Documentation**" shall mean all of Contractor's training course materials, system specifications and technical manuals, and all other user instructions (as to each of the above, to the extent such Documentation is provided by Contractor or otherwise made available any of its customers) regarding the capabilities, operation, and use of the Licensed Software, including, but not limited to, online help screens contained in the Licensed Software, existing as of the Effective Date and any revisions, supplements, or updates thereto. At no additional charge to County, Contractor shall provide or make available to County all Documentation relating to the Licensed Software. If the Documentation for the Licensed Software 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 incorporate such copies into its own technical and user manuals, provided that such reproduction relates to County's and its personnel's Use of the Licensed Software 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. Documentation as to Integral Third-Party Software or Third-Party Products shall be included within the meaning of the term "Documentation," provided, such Documentation is accessible or available to Contractor.

4. **ESCROW OF SOURCE MATERIALS**

4.1 ESCROW AGENT AND RELEASE CONDITIONS

Contractor has deposited a copy of the Source Material for the Licensed Software with Iron Mountain Intellectual Property Management, Inc., a software escrow agent (the "**Escrow Agent**"), located at 6111 Live Oak Pkwy, Norcross, GA 30093 (the "**Escrow**") pursuant to a written escrow agreement ("**Escrow Agreement**"). A copy of the Escrow Agreement shall be incorporated by reference into this Agreement as Exhibit P (Escrow Agreement). Contractor shall continually update the Source Material by promptly depositing in the Escrow each new Revision of the Licensed Software. Contractor's duty to update the Source Material shall continue through the Support Term or until County ceases obtaining Support Services from Contractor, whichever is later. The Source Material will be held in the Escrow. The events upon which County shall have access to the Source Material shall include (collectively the "**Release Conditions**"):

- (a) the insolvency of Contractor;

- (b) the making of a general assignment by Contractor for the benefit of its creditors or a filing of a voluntary or involuntary petition in bankruptcy by or against Contractor that is not dismissed within thirty (30) days of the filing thereof;
- (c) as set forth in Section 5 (Bankruptcy And Liquidation);
- (d) in the event Contractor ceases to maintain or support the Licensed Software for reasons other than County's failure to pay for, or election not to receive, Contractor's Support Services, and no other qualified entity has assumed the obligation to maintain and support the Licensed Software; and
- (e) any other release conditions that may be specified under the Escrow Agreement.

If a Release Condition occurs, County may hire Contractor Personnel to assist County with using and understanding the Source Material without being subject to Section 29.19 (Prohibition Against Inducement or Persuasion).

4.2 NATURAL DEGENERATION

The Parties acknowledge that as a result of the passage of time alone, the deposited Source Material may be susceptible to loss of quality ("**Natural Degeneration**"). For the purpose of reducing the risk of Natural Degeneration, Contractor shall deposit with the Escrow Agent a new copy of all deposited Source Material at least once every two (2) years. In the event the Source Material or any part of it is destroyed or corrupted, upon County's request, Contractor shall provide a replacement copy of the Source Material.

4.3 USE OF SOURCE MATERIAL

Upon the occurrence of a Release Condition, County will, upon payment of the duplication cost and other handling charges of the Escrow Agent, be entitled to obtain a copy of such Source Material from the Escrow Agent. County shall be entitled to use the Source Material as needed to remedy the event of release and mitigate any damages arising from such event. Such use will include, but is not limited to, County's right to perform its own support and maintenance, alter or modify the Source Material, and/or obtain the benefits sought under this Agreement. The Escrow Agent's responsibility in the event of a Release Condition will be to cause a copy of the Source Material, in the form as delivered by Contractor, to be promptly delivered to County at the appropriate time. Nothing herein relieves Contractor of its obligation to provide Support Services as required under this Agreement.

4.4 PROPRIETARY RIGHTS

County acknowledges that any possession of the Source Material referred to herein is subject to the confidentiality and proprietary provisions of access to any third party, except to service, maintain, support, repair, operate, modify, or otherwise facilitate and continue the use and operation of the installed Licensed Software as provided herein. Should use of the Source Material as provided in this Section 4 (Escrow of Source Materials) involve the use or practice of any patent, copyright, trade secret, trademark, or other proprietary information in which Contractor has an interest, Contractor, on behalf of itself and its assignees and successors, agrees not to assert a claim for patent, copyright, trade secret, trademark, or other proprietary information infringement against County, provided use of the Licensed Software and Source Material is in accordance with this Agreement.

4.5 COUNTY'S RIGHT TO VERIFY SOURCE MATERIAL

Regardless of whether one of the Release Conditions occurs, County shall have the right, at County's sole expense, to require the Escrow Agent to verify the relevance, completeness, currency, accuracy, and functionality of the Source Material by, among other things, compiling the Source Material and performing test runs for comparison with the capabilities of the Licensed Software. In the event such testing demonstrates the Source Material does not correspond to the Licensed Software, Contractor shall reimburse County for all costs and fees incurred in said verification, compilation, and testing and immediately deposit the correct Source Material with the Escrow Agent.

4.6 AMENDMENT OF ESCROW AGREEMENT

Contractor shall cause the Escrow Agreement (attached as Exhibit P (Escrow Agreement)) to be amended by adding to it the conditions of release set forth in this Section 4 (Escrow of Source Materials). In addition, to the extent this Section 4 (Escrow of Source Materials) conflicts with the Escrow Agreement, Contractor shall cause the Escrow Agreement to be amended to remove such conflict in favor of the conditions specified in this Section 4 (Escrow of Source Materials).

4.7 ESCROW MAINTENANCE FEES

Except as provided in Exhibit C (Fees; Contractor Professional Services Rates), there shall be no charge to County for the maintenance of the Escrow for the purpose of this Agreement.

5. **BANKRUPTCY AND LIQUIDATION**

In the event that Contractor shall: (1) make an assignment for the benefit of creditors or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for all or a substantial part of its assets; (2) commence any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction whether now or hereafter in effect; (3) have had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made, and which remains undismissed for a period of sixty (60) days or more; (4) take any corporate action indicating its consent to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or substantial part of its assets; or (5) permit any such custodianship, receivership, or trusteeship to continue undischarged for a period of sixty (60) days or more, causing Contractor or any third party, including, without limitation, a trustee in bankruptcy, to be empowered under state or federal law to reject this Agreement or any agreement supplementary hereto, County shall have the following rights:

- (a) In the event of a rejection of this Agreement or any agreement supplementary hereto, County shall be permitted to retain and use any back-up or archival copies of the Licensed Software under this Agreement for the purpose of enabling it to mitigate damages caused to County because of the rejection of this Agreement;
- (b) In the event of a rejection of this Agreement or any agreement supplementary hereto, County may elect to retain its rights under this Agreement or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code. Upon written request of County to, as applicable, Contractor or the bankruptcy trustee or receiver, Contractor or such bankruptcy trustee or receiver shall not interfere with the rights of County as County as provided in this Agreement or in any agreement supplementary hereto to obtain the Source Materials from the bankruptcy trustee or

from a third party escrow agent and shall, if requested, cause a copy of such Source Materials to be available to County; and

- (c) In the event of a rejection of this Agreement or any agreement supplementary hereto, County may retain its rights under this Agreement or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code without prejudice to any of its rights under Section 503(b) of the Bankruptcy Code.

6. CONTINUOUS LICENSED SOFTWARE SUPPORT

If Contractor assigns this Agreement, is acquired, or is otherwise controlled by another individual or entity, or a decision is made to no longer support the Licensed Software to at least the same level that Contractor supported the Licensed Software as of the Effective Date, (collectively referred to as a “**Successor Event**”), Contractor or Contractor’s assignee or successor shall provide Support Services in accordance with this Agreement for the duration of the Initial Support Term, unless otherwise agreed to in writing by County. After the Initial Support Term; or, if subsequent to the Successor Event, the Licensed Software is not supported to at least the same level that Contractor supported the Licensed Software prior to the Successor Event (because, for example, Contractor’s assignee or successor chooses to support other products with similar functions or does not otherwise properly staff the support for the Licensed Software); then County may, at its sole option, elect to transfer the license of the Licensed Software, without cost or penalty for any transition/migration costs and without any additional fees for Support Services, Hosting Services, or license/subscription fees, to another similar product (“**Replacement Product**”) within Contractor or Contractor’s assignee’s or successor’s product offering. For purposes of this Section 6 (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 for the Replacement Product. In addition, the following terms and conditions shall apply if County elects to transfer this license to a Replacement Product:

- (a) Any prepaid maintenance and support shall transfer in full force and effect for the balance of the Replacement Product’s maintenance and support term (or equivalent service) at no additional cost. If the sum of prepaid money is greater than the Replacement Product’s maintenance and support fee for the same term, the credit balance will be applied to future maintenance and support fees or returned to County, at its option;
- (b) Any and all software offered separately and needed to fulfill the original Licensed Software’s level of functionality shall be supplied by Contractor’s assignee or successor without additional cost or penalty and shall not affect the calculation of any maintenance and support fees;
- (c) Any services required for implementation of the Replacement Product shall be provided by Contractor’s assignee or successor without additional cost or penalty;
- (d) Contractor shall provide to County reasonable training for purposes of learning the Replacement Product at no cost to County;
- (e) All license terms and conditions shall remain as granted herein with no additional fees imposed on County; and

- (f) The definition of Licensed Software shall then mean and include the Replacement Product.

7. THIRD-PARTY PRODUCTS AND THIRD-PARTY INTELLECTUAL PROPERTY

Contractor shall identify all Third-Party Intellectual Property, if any, in Exhibit B (Licensed Software) or the applicable Statement of Work. Such identification shall include, at a minimum, the following information: (a) the nature of the Third-Party Intellectual Property; (b) the owner of the Third-Party Intellectual Property; (c) Contractor's authority to include the Third-Party Intellectual Property in the Licensed Software, Deliverables, or Services; and (d) any restrictions or royalty terms applicable to the use of the Third-Party Intellectual Property. Unless provided otherwise in Exhibit B (Licensed Software) or the applicable Statement of Work, Contractor shall obtain, at Contractor's sole cost and expense, a fully paid-up, royalty-free, worldwide, non-exclusive license for the duration of the Support Term for County and County's agents and assigns, to use the Third-Party Intellectual Property incorporated into the Licensed Software, Deliverables, and/or Services for County's business purposes and activities.

8. HARDWARE

To the extent County will purchase any hardware or other equipment from Contractor (collectively, "**Hardware**"), such Hardware shall be specifically identified in Exhibit D (Hardware) or the applicable Statement of Work, including all applicable fees and costs. Title to each item of Hardware shall pass to County on delivery to the facility designated by County and payment in full of the fees associated with that particular item. Contractor shall be responsible for customary and appropriate product packaging, freight charges, insurance, and delivery of the Hardware to County designated Free On Board ("**FOB**") destination. Contractor shall ensure delivery of the Hardware within the times prescribed in Exhibit D (Hardware) or the applicable Statement of Work. All Hardware and the parts therein shall be new and shall not contain any refurbished or used parts.

9. SERVICES AND DELIVERABLES

9.1 SERVICES

Contractor will provide the Services, fulfill the obligations to County, produce and deliver the Deliverables, achieve the Milestones, and retain the responsibilities set forth in this Agreement and described in one or more sequentially numbered, written statements of work that specifically reference this Agreement and are attached hereto or incorporated by Amendment as part of Exhibit A (Statement of Work) (each, a "**Statement of Work**"). Each new Statement of Work shall be in the general form used in the Statement of Work attached as Exhibit A. It is anticipated and understood that the Services may be adapted through additional Statements of Work and modifications to existing Statements of Work as additional details are defined by the Parties. Contractor shall provide the Services without causing a material disruption of County's operations.

Contractor shall provide the Services to County as an integrated service offering in accordance with this Agreement and without regard to the lines of business, departmental responsibilities, intra-Affiliate relationships, or geographic locations within Contractor's organization from which such Services are offered, or the internal cost, investment, or profit center within Contractor's organization to which the financial accounting for a Service is ultimately attributed.

9.2 NEW STATEMENT(S) OF WORK

Each new Statement of Work will be effective and become valid and enforceable only as to Optional Work when a Change Order is executed in accordance with Section 13.3 (Change Orders), and in all other instances, when an Amendment is approved in accordance with Section 13.4 (Amendments). If a conflict arises between the body of this Agreement and a Statement of Work or other Exhibit, Attachment, or Schedule hereto, except with regard to an express Amendment to a specific section of this Agreement, the body of this Agreement shall control. Each Statement of Work shall be deemed, upon its execution, to incorporate the terms and conditions of this Agreement.

9.3 PROJECT WORK PLAN AND PROJECT SCHEDULE

9.3.1 PROJECT WORK PLAN AND PROJECT SCHEDULE

Contractor shall implement the CADS System in accordance with the Project Work Plan and Project Schedule, each of which shall be developed, maintained, and managed to by Contractor and to which near real time access shall be provided to County. The Project Schedule shall, at a minimum, include the following items:

- (a) Deliverable number;
- (b) Description;
- (c) Due date;
- (d) Associated Deliverable;
- (e) Milestone; and
- (f) Any other items required by County under this Agreement.

9.3.2 KEY DELIVERABLES

Exhibit C.4 (Key Milestones and Key Deliverables Table) and Exhibit A.5 (Project Work Plan) specify the Deliverables that are Key Deliverables. A Key Deliverable shall be deemed completed for purposes of this Section 9.3.2 (Key Deliverables) on the earliest date that all of the tasks, subtasks, deliverables, goods, services and other Services required for completion of such Key Deliverable are completed and delivered to County, provided that all of such Services required for completion of such Key Deliverable are thereafter Approved in writing by County pursuant to Section 9.13 (Approval of Key Deliverables) without prior rejection by County or significant delay in County's Approval thereof, which delay is the result of Contractor's failure to deliver such tasks, subtasks, deliverables, goods, services and other Services in accordance with the terms hereof. The determination of whether each Key Deliverable has been so completed and so Approved, and of the date upon which such Key Deliverable was completed, shall be made by the County Project Director as soon as practicable in accordance with Section 9.13 (Approval of Key Deliverables) after County is informed by Contractor that such Key Deliverable has been completed and is given all the necessary information, data, and documentation to verify such completion. A failure by Contractor to complete any Key Deliverable by the Due Date for such Key Deliverable (as such date may be modified pursuant to Section 13 (Changes to Agreement)) shall be subject to the provisions of Section 14.3.2 (Credits to County), Section 14.3.3 (Termination for Failure to Complete Key Deliverable) and Section 27.2 (Termination for Material Breach).

9.4 IMPLEMENTATION SERVICES

Contractor shall provide Implementation Services, including CADS System setup, installation, testing, training and other services required for successful implementation of the CADS System, as provided in this Agreement and further described in Exhibit A (Statement of Work).

Contractor shall provide to County the Implementation Services, in accordance with the Project Work Plan and Project Schedule. Contractor shall provide the Implementation Services without materially (a) disrupting or adversely impacting the business or operations of County, (b) degrading the Services being provided, or (c) interfering with the ability of County to obtain the benefit of the Services, except as may be otherwise provided in Exhibit A (Statement of Work). Unless otherwise stated in the Agreement, the transition-in and migration services shall not adversely impact or delay any obligations or liabilities of Contractor under this Agreement.

9.5 KNOWLEDGE TRANSFER AND TRAINING

The Services shall include all knowledge transfer and training activities as set forth in Exhibit I (Training). Each month, as part of a formal monthly review, Contractor will demonstrate measured progress towards completion of the knowledge transfer and training goals. Contractor shall provide to County, as part of the knowledge transfer and training, unlimited access to the computer-based training course material relating to the Services, including 24/7 access to web-based training simulations and quick reference guides. This training material shall be made available for County training purposes throughout the Term of the Agreement.

As part of the knowledge transfer and training activities, Contractor shall provide real-time training to County and its personnel, at a location or locations to be designated by County, and as set forth in the applicable Statement(s) of Work at no additional charge to County. In addition, County may participate, at no additional charge, in any training seminars that may be held, at Contractor's discretion, for the benefit of all licensees. Such training does not include product certifications.

9.6 INTERFACES

Contractor acknowledges and agrees that County may Interface, integrate, and use the CADS System with other systems owned or licensed by or for County or a third party, or as otherwise benefits County, so as to permit those systems to Interoperate, whether by use of calls, exchange of data, link editing or otherwise. Contractor shall not obtain any ownership interest in those other systems merely because they were Interfaced, integrated, or used with the CADS System. Unless otherwise agreed in a separate Statement of Work, data will be transferred from County source systems (identified in Exhibit L (Interfaces)) to the CADS System via flat-file transfer, using flat-files in the format(s) identified by Contractor in Exhibit L.1 (Flat-File Transfer Specifications). The extract, load, and transform ("**ELT**") tasks and other Contractor supporting tasks as to the ingestion of flat-file extracts from the County's source systems are as set forth in Exhibit A.1 (Cost Accounting and Decision Support System Statement of Work). In the event the Parties agree in a Statement of Work to Interface systems using an application program interface ("**API**"), Contractor shall make applicable APIs available for County's use (included as appropriate third parties creating an Interface) as provided above at no additional charge. Contractor shall be responsible for developing and delivering the Interfaces, if any, identified in a Statement(s) of Work at no additional cost to County beyond the applicable cost in each Statement of Work. All such required Interfaces shall be part of the Deliverables to be provided by Contractor.

9.7 SUPPORT SERVICES

Contractor shall provide the Licensed Software support and maintenance services described in this Section 9.7 (Support Services) and the applicable Statement(s) of Work (collectively, the “**Support Services**”). There shall be no additional charge to County for on-site Support Services to remedy a breach of warranty, to correct a failure of the Licensed Software to conform to the Specifications, or to fulfill Contractor’s obligations pursuant to this Section 9.7 (Support Services).

9.7.1 SUPPORT RESPONSIBILITIES

In addition to any warranty or other obligations of Contractor under this Agreement, Contractor shall:

- (a) Correct any failure of the Licensed Software, Services, and Deliverables to perform in accordance with the Specifications, including without limitation, defect repair, programming corrections, and remedial programming, and provide such services and repairs required to maintain the Licensed Software, Services, and Deliverables so that they operate properly and in accordance with the Specifications;
- (b) Provide Support Services for, and respond to, Support Requests in accordance with Exhibit E (Service Levels and Performance Standards);
- (c) Provide unlimited telephone support Monday through Friday between the hours of 5:00 AM to 5:00 PM, Pacific Time;
- (d) Provide online access to technical support bulletins and other user and self-help support information and forums;
- (e) Conduct quarterly on-site support visits and reviews involving technical teams from both Parties to discuss Licensed Software support issues; and
- (f) Provide invitations for County personnel to attend and participate in (i) all user conferences and trade shows relating to the Licensed Software and (ii) any meetings of any user group that determines or influences Contractor’s priorities for development of future enhancements of the Licensed Software. Contractor shall provide County a thirty (30%) discount as to County attendance at such conferences and trade shows.

9.7.2 CONTRACTOR’S REVISIONS

Contractor may from time to time make material Revisions to the Licensed Software. In the event of such Revisions, (a) the new Revision of the Licensed Software will include at least the functionality, level, or quality of Services that County previously received and shall continue to comply with all of the requirements of this Agreement, and (b) County help desk and designated administrators shall be provided notice of such changes, at least fourteen (14) days in advance of any such changes, and the ability to review such changes in a sandbox environment. In addition, users designated by County will be notified of changes on the CADS System, including an explanation of such changes, at least seven (7) days in advance of such changes. If such Revision has material adverse effects on functionality or operation of the Licensed Software, 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 Support Term. County shall be entitled to withhold support payments under Section 25 (Withhold Remedy) pending demonstrated correction of the issues identified. During the Support 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 Section 3.2 (Revisions) within thirty (30) days after their general availability. 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) Versions.

9.7.3 SUPPORT NOT TO BE WITHHELD

Support Services under this Agreement will not be withheld due to any dispute arising under this Agreement, another agreement between the Parties, or any other related or unrelated dispute between the Parties.

9.7.4 NO REMOVAL OF DATA

Contractor shall not remove from County's facilities or retain a copy of any County Data obtained from, or as a result of access to, County Systems unless that removal or retention is reasonably necessary to perform the Support Services or is otherwise Approved in writing by County.

9.8 OPTIONAL WORK

Upon County's written request, Contractor shall provide Optional Work, including New Software and Professional Services, in accordance with this Section 9.8 (Optional Work) at the applicable pricing terms set forth in Exhibit C (Fees; Contractor Professional Services Rates) under a mutually agreed to statement of work pursuant to the terms of this Agreement.

9.8.1 NEW SOFTWARE

Upon County's written request following Go-Live and mutual agreement, Contractor shall provide to County New Software as part of Optional Work in accordance with any applicable Change Order.. Any enhancements and/or modifications to the Licensed Software Requirements resulting from New Software shall be incorporated into, and become part of, the Licensed Software Requirements in Exhibit A.3 (Licensed Software Requirements).

All New Software, once accepted and Approved in writing by County, shall become part of the Licensed Software, and shall be subject to the terms and conditions of this Agreement. Except as otherwise set forth in the applicable Optional Work Change Notice or Amendment for the New Software, such New Software shall not cause an increase in the Support Services Fees for Support Services under this Agreement.

9.8.2 PROFESSIONAL SERVICES

Upon County's written request, Contractor shall provide to County Professional Services as part of Optional Work, 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, including consulting services and/or additional training, for services not included in Implementation Services. County may require that Professional Services be provided on a fixed fee basis. In response to County's request, Contractor shall submit to County for Approval a Statement of Work describing the particular Professional Services. County and Contractor shall agree on the Change Order developed using the Statement 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 Requirements resulting from Professional Services shall be incorporated into, and become part of, the Licensed Software Requirements. Upon completion by Contractor, and acceptance and Approval in writing by County in accordance with the terms of this Agreement, of such Professional Services, Exhibit C.1 (Optional Work) shall be updated accordingly to add such delivered Professional Services via a Change Notice or by an Amendment, in each case, in accordance with Section 13 (Changes to Agreement).

Any Professional Services that are accepted and Approved in writing by County shall become a part of the Services, and any Deliverables resulting from the Professional Services, once accepted and Approved in writing by County, shall become part of the Licensed Software or Services, as applicable, and shall be subject to the terms and conditions of this Agreement. Such Professional Services shall not cause an increase in the Support Services Fees for Support Services under this Agreement.

9.9 TIME

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

9.10 CONTRACTOR ACCESS TO COUNTY FACILITIES

Contractor and its Contractor Personnel may be granted access to County facilities, subject to compliance with County's standard administrative and security requirements and policies, for the purpose of performing the Services. Access to County facilities shall be restricted to normal County business hours. Access to County facilities outside normal business hours must be Approved in advance by the County Project Director, which Approval will not be unreasonably withheld. Contractor shall have no tenancy, license or any other property rights or interest in County facilities. While present at County facilities, Contractor Personnel shall be accompanied by County personnel, unless otherwise specified prior to such event by the County Project Director or his or her designee. Contractor shall not in any way physically alter or improve any County facility without the prior written Approval of County in its sole and absolute discretion. All Contractor Personnel assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense of the badging. Furthermore, with respect to badging:

- (a) Contractor is responsible to ensure that Contractor Personnel have obtained a County ID badge before they are assigned to work in a County facility. Contractor Personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.
- (b) Contractor shall notify County within five (5) business day when a Contractor Personnel is terminated from working under this Agreement. Contractor shall retrieve and return

the ID badge of the Contractor Personnel to County on the next business day after the Contractor Personnel has been terminated from working under this Agreement.

- (c) If County requests the removal of Contractor Personnel, Contractor shall retrieve and return the ID badge of the Contractor Personnel to County on the next business day after the Contractor Personnel has been removed from working under this Agreement.

9.11 DAMAGE TO COUNTY FACILITIES

County shall repair, or cause to be repaired, at Contractor's own cost, any and all damage to County facilities, including, without limitation, County's buildings, grounds, equipment, and furniture, caused by Contractor or Contractor Personnel. Contractor shall notify County immediately of any and all damages. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand, or without limitation of County's other rights and remedies provided by law or under this Agreement, County may deduct such costs from any amounts due to Contractor from County under this Agreement.

9.12 UNAPPROVED WORK

If Contractor provides any tasks, subtasks, deliverables, goods, services, or other work to County other than those specified in this Agreement, or if Contractor provides such items requiring County's prior written Approval without first having obtained such written Approval, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County for such tasks, subtasks, deliverables, goods, services, or other work.

9.13 APPROVAL OF KEY DELIVERABLES

All Key Deliverables provided by Contractor under this Agreement must have the written Approval of the County Project Director as described in this Section 9.13 (Approval of Key Deliverables). Upon completion of each Key Deliverable, Contractor shall fully complete a Key Deliverable Acceptance Certificate (hereinafter "**Acceptance Certificate**"), as set forth in Exhibit A.4 (Acceptance Certificate), submit it to the County Project Director for his/her review, Approval, and signature. In the event that the County Project Director Approves such Acceptance Certificate and the Services described therein, the County Project Director will then sign such Acceptance Certificate and forward it to the County Project Director for his/her review, Approval, and signature. Each Acceptance Certificate must have the Approval of the County Project Director, as evidenced by the County Project Director's signature on the applicable Acceptance Certificate before Contractor can invoice for payment for the final Milestone holdback. In the event the County Project Director or Contractor Project Director does not Approve the Acceptance Certificate, the County Project Director or Contractor Project Director, as applicable, shall provide Contractor written notice identifying the reasons for non-Approval. In no event shall County be liable or responsible for any payment of the final Milestone holdback prior to such written Approval. Furthermore, County reserves the right to reject any Key Deliverable not Approved by County in accordance with this Section 9.13 (Approval of Key Deliverables).

9.14 INTERFERING ACTS

Except as otherwise provided in Section 29.1 (Force Majeure), in the event of Contractor's non-performance of a specific obligation, Contractor shall be excused from its responsibility to perform such obligation under this Agreement if and only to the extent such non-performance of the specific obligation is caused primarily by (a) County's material breach of its obligations under

the Agreement, or (b) an act or omission of County that is Finally Determined to prevent or significantly impair Contractor's ability to perform the obligation (collectively, "**Interfering Acts**"). Upon the occurrence of acts or omissions by County in breach of County's performance obligations under the Agreement which have been determined by Contractor to be likely to adversely impact its ability to deliver or meet such specific obligation, Contractor shall promptly, but in no event longer than three (3) days Contractor knew or should have known of the occurrence, advise the County Project Director of such occurrence in writing and identify the reason for Contractor's inability to perform its obligation as a result of County's failure to perform its obligations under this Agreement. Nothing in the foregoing shall (i) relieve Contractor of any portion of liability Finally Determined by a court to be Contractor's arising from a breach of contract claim as to such failure to perform, (ii) preclude County from asserting such failure by Contractor to perform an obligation under this Agreement as a basis for County to terminate the Agreement for cause if subsequently discovered facts demonstrate the failure was not caused by County's failure to perform its obligations under this Agreement, or (iii) preclude County from asserting such failure by Contractor to perform an obligation under this Agreement as a basis for County to terminate the Agreement for cause if Contractor conduct, not caused by County's failure to perform its obligations under this Agreement, contributing to the failure is determined to be one of numerous breaches of its duties or obligations under the Agreement which in the aggregate are material.

10. PROJECT TEAM

Contractor represents and warrants that the Services shall be performed in accordance with Exhibit T (Project Team and Governance), the terms of this Agreement, and any applicable Statement of Work.

11. SERVICE LEVELS

Contractor represents and warrants that, when installed on the Hardware and the Recommended Configuration and operated in conformance with the terms of this Agreement, the CADS System shall achieve the service levels ("**Service Levels**") set forth in Exhibit E (Service Levels and Performance Standards), any applicable Statement of Work, and in this Agreement and operate in accordance with the Specifications.

12. ACCEPTANCE

12.1 ACCEPTANCE CRITERIA

The CADS System, Deliverables, and Milestones (if the Statement of Work provides for Milestones), may be subject to acceptance testing by County, in its sole discretion, to verify that they satisfy the acceptance criteria mutually agreed to by the Parties in writing, as developed in accordance with the applicable Statement(s) of Work and this Section 12 (Acceptance) (the "**Acceptance Criteria**"). Such Acceptance Criteria shall be based, at a minimum, on (a) conformance of the CADS System, operating on the Recommended Configuration and Hardware, to the Specifications, and (b) the capability of the CADS System, operating on the Recommended Configuration and Hardware, to fully support (1) the achievement of the Business Objectives and (2) appropriate protection of all Protected Health Information as provided in this Agreement. In the event the Parties fail to agree upon Acceptance Criteria, the acceptability of the Licensed Software, Services, Hardware, Deliverables, and Milestones, and the CADS System as a whole, shall be based solely on County's reasonable satisfaction therewith.

12.2 ACCEPTANCE TESTS

When Contractor notifies County that the CADS System has been implemented as required under the relevant Statement(s) of Work or that a Service, Deliverable, or Milestone (if the Statement of Work provides for Milestones) has been completed, County may, in its sole discretion, elect to test or evaluate the related CADS System, Deliverables, and/or Milestones to determine whether they comply in all material respects with the Acceptance Criteria and whether the CADS System, as a whole, is operating in accordance with the Specifications. Testing will be performed at various stages of the implementation as set forth in the Statement of Work, or as otherwise deemed appropriate by County.

County and/or Contractor, as set forth in a Statement of Work or testing plan, shall conduct all tests (hereinafter “**Acceptance Test(s)**”) specified in this Section 12.2 (Acceptance Tests) and in Exhibit A (Statement of Work). Such Acceptance Tests shall include, without limitation, the following:

- (a) Installation Test: to validate that all installation tests have been completed.
- (b) Initial Component Test: to determine whether the Licensed Software and all components of the CADS System have been properly installed and are operating in accordance with applicable Specifications.
- (c) Integration Test: to confirm that the Licensed Software and all components of the CADS System operate properly in an integrated fashion and meet all applicable Specifications.
- (d) Performance Verification Test: to test the same functionality as the Integration Test using actual data from County’s day-to-day operations and confirm that the Licensed Software shall operate in the Production Environment without Errors.

For each of these tests, Contractor shall provide County testing scenarios consistent with Contractor’s Best Practices for the applicable Licensed Software, Service, Hardware, Deliverable, and/or Milestone.

12.3 PRODUCTIVE USE

The CADS System shall achieve “**Go-Live**” and be ready for Productive Use when the County Project Director, or his/her designee, Approves in writing (a) Contractor’s transition of the CADS System to the Production Environment, (b) documented results provided by Contractor certifying successful transition of the CADS System to the Production Environment and operation of the CADS System in accordance with the Specifications, and (c) any other pre-Go-Live testing requirements agreed to in writing by the Parties.

12.4 LICENSED SOFTWARE USE

Following Go-Live and prior to Final Acceptance by County, County shall have the right to use, in a Productive Use mode, any completed portion of the CADS System, without any additional cost to County where County determines that it is necessary for County operations. Such Productive Use shall not restrict Contractor’s performance under this Agreement and shall not be deemed Acceptance or Final Acceptance of the CADS System.

12.5 FINAL ACCEPTANCE

12.5.1 CONDUCT PERFORMANCE VERIFICATION

Following successful transitioning of the CADS System to a Production Environment, after each “Go-Live” event, County will monitor for Errors and Contractor shall maintain the CADS System in Productive Use for a minimum of ninety (90) 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 correction to be used to correct an Error(s) prior to its implementation.

Commencing with Final Acceptance and continuing through the Warranty Period, any Errors encountered by County in the use of the CADS System shall be subject to the applicable Support Services terms under the Agreement.

12.5.2 PERFORMANCE VERIFICATION REPORT

Contractor shall provide to County the performance verification report, including supporting Documentation that the CADS System 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 Licensed Software and CADS System 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:
 - (i) Description of each Error and its root cause,
 - (ii) Business processes, functions, and/or Interfaces impacted,
 - (iii) Description of all potential risks to the CADS System and mitigation strategy for the CADS System,
 - (iv) Corrective action plan, test scenarios, and implementation approach,
 - (v) Schedule for completion of each corrective action and resources required or assigned,
 - (vi) Status of each corrective action,
 - (vii) Date of completion of each correction, and
 - (viii) Date of the County Project Director's Approval of each correction;
- (c) Summary of lessons learned; and
- (d) Recommendations for any improvements to the CADS System.

12.5.3 FINAL ACCEPTANCE

The CADS System shall achieve "**Final Acceptance**" when the County Project Director, or his/her designee, Approves in writing that, after the last "Go-Live" event, all Errors discovered during the ninety (90) day period following the successful transitioning of the CADS System to the Production Environment have been corrected, even if such correction occurred beyond the ninety (90) day period. Contractor shall provide the Certification of Performance Verification and Final Acceptance, certifying that the CADS System complies with the Specifications and documenting the review with County under Section 12.5.2 (Performance Verification Report), including agenda, attendees, action items, and supporting documentation.

12.6 FAILED TESTING

- (a) If the County Project Director makes a good faith determination at any time that the Licensed Software or the CADS System (as a whole, or any component thereof), Services,

Deliverables, and/or Milestones has not successfully completed an Acceptance Test or has not achieved Final Acceptance (collectively referred to for purposes of this Section 12.6 (Failed Testing) as “**Designated Test**”), the County Project Director shall promptly notify Contractor in writing of such failure, specifying with as much detail as possible the manner in which the Licensed Software, Deliverables, Milestones, and/or the CADS System failed to pass the applicable Designated Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs, and modifications to the Licensed Software, Deliverables, Milestones, and/or the CADS System to prepare the Licensed Software, Deliverables, Milestones, and/or the CADS System to be ready for retesting. Contractor shall notify the County 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 Project Director makes a good faith determination that the Licensed Software, Deliverables, Milestones, and/or the CADS System again fails to pass the applicable Designated Test, the County Project Director shall promptly notify Contractor in writing, specifying with as much detail as possible the manner in which the Licensed Software, Deliverables, Milestones, and/or the CADS System failed to pass the applicable Designated Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs, and modifications to the Licensed Software, Deliverables, Milestones, and/or the CADS System as will permit the Licensed Software, Deliverables, Milestones, and/or the CADS System to be ready for retesting.

- (b) Such procedure shall continue, subject to County’s rights under Sections 14.3.2 (Credits to County) and 14.3.3 (Termination for Failure to Complete Key Deliverable) in the event Contractor fails to timely complete any Key Deliverable, 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 Section 27.2 (Termination for Material Breach) on the basis of such non-curable default.
- (c) 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 Licensed Software; (ii) a termination of the Statement(s) of Work relating to the Deliverables(s), Milestone(s), CADS System, and/or any component thereof that is (are) not performing or conforming as required herein; or (iii) if County believes the failure to pass the applicable Designated Test materially affects the functionality, performance, or desirability to County of the CADS System as a whole, the entire Agreement. In the event of a termination under this Section 12.6 (Failed Testing), County shall have the right to receive from Contractor, within ten (10) days of written notice of termination, reimbursement of all payments made to Contractor by County under this Agreement for the Deliverables(s), Milestone(s), CADS System, and/or any component thereof as to which the termination applies, or, if the entire Agreement is terminated, all amounts paid by County to Contractor under this Agreement. If the termination applies only to one or more CADS System component(s), at County’s sole

option, any reimbursement due to it may be credited against other sums due and payable by County to Contractor. In the event County exercises its remedy under this Section 12.6(c) to be reimbursed by Contractor, and all reimbursement payments are made to County by Contractor, such remedy shall be County's sole and exclusive remedy for County's termination for default under Section 12.6(b). For the avoidance of doubt, County's election of remedies under this Section 12.6(c) is optional, and County reserves all remedies available to it in the event the exclusive remedy is not exercised and fulfilled as provided in this Section 12.6(c).

12.7 INTEGRATION/INTERFACING

If the CADS System 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 CADS System shall not be deemed Accepted by County until the Licensed Software and such other systems have been successfully integrated/interfaced and accepted by County in accordance with the terms of this Section 12 (Acceptance). For example, if Contractor is to provide Licensed Software consisting of multiple modules or that includes enhancements to the Licensed Software, including Work Product, as part of the Services, County's acceptance of the CADS System, Licensed Software, and any individual Module or Enhancement shall not be final until County Accepts all of the CADS System, Licensed Software, Modules and/or Enhancements integrated/Interfaced together as a complete system, including the operation of the CADS System on all equipment required for its use in conformance with the terms of this Agreement.

13. **CHANGES TO AGREEMENT**

13.1 GENERAL

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 Section 13 (Changes to Agreement). 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 Section 13 (Changes to Agreement).

13.2 CHANGE NOTICES

For any change which does not authorize Contractor to incur any additional costs or expenses or affect any term or condition of this Agreement, a written change notice ("**Change Notice**") may be prepared and executed by the County Project Director or designee.

13.3 CHANGE ORDERS

For any financial change permissible under this Agreement which authorizes Contractor to incur any additional costs or expenses using Pool Dollars, a written change order ("**Change Order**") may be prepared and executed by the County Project Director or designee. The County Project Director or designee is specifically authorized to execute Change Orders for expenditure of Pool Dollars for the acquisition of Optional Work under the Agreement. Any requests for the expenditure of Pool Dollars must be Approved in writing by the County Project Director or designee. Contractor must also agree to and execute the Change Order.

13.4 AMENDMENTS

Except as otherwise provided in this Agreement, for any change requested by County which requires a change to the Contract Sum or affects any term or condition included in this Agreement, a negotiated written amendment (“**Amendment**”) to this Agreement must be prepared by County and then executed by Contractor and the Board of Supervisors or its authorized designee.

13.5 BOARD ORDERS

Notwithstanding any other provision of this Section 13 (Changes to Agreement) or Section 29.6 (Termination for Convenience), Director shall take all appropriate action to carry out any orders of County’s Board of Supervisors relating to this Agreement, which directly impact the Licensed Software, the Services, the CADS System or any of its components, or the budget allocated to the Licensed Software, the Services, the CADS System or any of its components, or the Agreement, and, for this purpose, Director is authorized to: (1) issue written notice(s) of partial or total termination of this Agreement pursuant to Section 27.4 (Termination for Convenience) without further action by the Board; (2) prepare and execute Amendment(s) to this Agreement, which shall reduce the Services and the Contract Sum without further action by the Board; and (3) execute an Amendment to this Agreement on behalf of County upon County’s election to extend this Agreement to a subsequent phase or Key Milestone of the work based on the terms negotiated herein.

- (a) Such notices of partial or total termination shall be authorized under the following conditions:
 - (i) Notices shall be in compliance with all applicable Federal, State and County laws, rules, regulations, ordinances, guidelines and directives.
 - (ii) Director shall obtain the Approval of County Counsel for any notice.
 - (iii) Director shall file a copy of all notices with the Board of Supervisors and County’s Chief Executive Office within thirty (30) days after execution of each notice.
- (b) Such Amendments shall be authorized under the following conditions:
 - (i) Amendments shall be in compliance with all applicable Federal, State, and County laws, rules, regulations, ordinances, guidelines and directives.
 - (ii) The Board has appropriated sufficient funds for purposes of such Amendments and this Agreement.
 - (iii) Director shall obtain the Approval of County Counsel for any Amendment.
 - (iv) Director shall file a copy of all Amendments with the Executive Office of the Board and County’s Chief Executive Office within fifteen (15) days after execution of each Amendment.

13.6 CHANGES TO THE PROJECT SCHEDULE

Changes to the Project Schedule shall be made upon mutual agreement, in writing, by the County Project Director or designee and the Contractor Project Director by Change Notice or otherwise, provided that the County Project Director’s or designee and the Contractor Project Director’s agreement to alter the Project Schedule shall not prejudice either Party’s right to claim that such alterations constitute an Amendment to this Agreement that shall be governed by the terms of Section 13.4 (Amendments) above.

13.7 EXTENSIONS OF TIME

Notwithstanding any other provision of this Section 13 (Changes to Agreement), to the extent that extensions of time for Contractor performance do not impact either the scope of Services or cost of this Agreement, the County Project Director or designee, in his/her sole discretion, may grant Contractor extensions of time in writing for the work listed in the applicable sequentially numbered Exhibit A.5 (Project Work Plan), provided such extensions shall not exceed a total of six (6) months beyond Final Acceptance.

13.8 NEW OR UPDATED LICENSED SOFTWARE MODULES

Contractor and/or County will amend Exhibit B (Licensed Software) in order to: (i) add new Licensed Software Modules and/or components; (ii) revise the Licensed Software descriptions; and (iii) update the Licensed Software and Module version numbers, provided, however, no Licensed Software Module or component may be removed from or added to Exhibit B (Licensed Software) except in accordance with this Agreement and upon Approval of the County Project Director. All such changes to Exhibit B (Licensed Software) shall be provided in accordance with this Section 13 (Changes to Agreement).

14. **CONTRACT SUM**

14.1 MAXIMUM CONTRACT SUM

The Contract Sum under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all the tasks, subtasks, Deliverables, goods, services and other Services required or requested by County under and during the Term of this Agreement. If County does not Approve work in writing, no payment shall be due Contractor for those Services. The Contract Sum, including all applicable taxes, authorized by County hereunder shall not exceed twenty million, six hundred twelve thousand, eight hundred seven dollars (\$20,612,807) as further detailed in Exhibit C (Fees; Contractor Professional Services Rates), unless the Contract Sum is modified pursuant to a duly approved Amendment to this Agreement by County's and Contractor's authorized representative(s) pursuant to Section 13 (Changes to Agreement). The Contract Sum under this Agreement shall cover the authorized payments for all elements of the CADS System, including the Licensed Software, Hardware, and Services including, Implementation Services, Hosting Services, Support Services, and any Optional Work. The Contract Sum shall not be adjusted for any costs or expenses whatsoever of Contractor.

14.2 LICENSED SOFTWARE

The license fees for the Licensed Software are specified in Exhibit C (Fees; Contractor Professional Services Rates). Payment of the licensee fees for the Licensed Software shall be made in accordance with the payment schedule specified in Exhibit C (Fees; Contractor Professional Services Rates).

14.3 IMPLEMENTATION SERVICES

14.3.1 IMPLEMENTATION FEES

Contractor shall provide Implementation Services in accordance with Exhibit A (Statement of Work) and the Agreement in exchange for County's payment of the applicable Implementation Fees. The "**Implementation Fees**" shall include any and all fees and costs to be paid by County for the Implementation Services, including all Services as that term is defined and the subset of those Services described in Exhibit A (Statement of Work), and all travel and living expenses incurred in connection with providing the Implementation Services, as specified in Exhibit C (Fees; Contractor

Professional Services Rates). The Implementation Fees shall be a fixed fee amount specified in such Exhibit C (Fees; Contractor Professional Services Rates).

Included within the Services subject to the Implementation Fees, Contractor shall meet all Key Milestones by the date(s) specified unless extended by County in writing prior to the Key Milestone date. Should Contractor anticipate that the Contractor resources assigned to provide the Services, or any segment of Services, are not sufficient to timely complete the Services, Contractor shall supplement them with Contractor resources at no additional cost to County as needed to timely complete the Services, or any segment of Services, within the time set forth in the Statement of Work. Notwithstanding the foregoing, there shall be no obligation on the part of County to proceed to any subsequent phase of work for a Key Milestone with Contractor or to obtain additional Services from Contractor under this Agreement after completion of an earlier phase or Key Milestone. Further, in the event County elects not to proceed with Services after completion of a phase or key Milestone, the Agreement shall terminate upon receipt by Contractor of notice of County's election not to proceed with additional phase or Key Milestone.

14.3.2 CREDITS TO COUNTY

Contractor agrees that delayed performance by Contractor will cause damages to County, which are uncertain and would be impracticable or extremely difficult to ascertain in advance. Contractor further agrees that, in conformity with California Civil Code Section 1671, Contractor shall be liable to County for liquidated damages in the form of credits, as specified below in this Section 14.3.2 (Credits to County), as a fair and reasonable estimate of such damages. Any amount of such damages is not and shall not be construed as penalties and, when assessed, will be deducted from County's payment that is due.

For each and every occasion upon which a Deliverable marked on the applicable Exhibit A.5 (Project Work Plan) as "Key" (hereinafter "**Key Deliverable**") has not been completed by Contractor within fifteen (15) days after the date scheduled for completion thereof as set forth in such Exhibit A.5 (Project Work Plan) (hereinafter for each Key Deliverable "**Due Date**"), other than as a result of delays caused by acts or omissions of County, and unless otherwise Approved in writing by the County Project Director or designee in his/her discretion, County shall be entitled to receive credit against any or all amounts due to Contractor under this Agreement or otherwise in the total amount of Five Hundred Dollars (\$500) for each day after the Due Date that the Key Deliverable is not completed as a fair and reasonable estimate of the harm caused by the delay. All of the foregoing credits shall apply separately, and cumulatively, to each Key Deliverable in the Project Schedule, except that in no event shall the aggregate credits for all Key Deliverables provided to County under this Section 14.3.2 (Credits to County) exceed Twenty Thousand Dollars (\$20,000) per calendar month.

A Key Deliverable shall be deemed completed for purposes of this Section 14.3.2 (Credits to County) and Section 14.3.3 (Termination for Failure to Complete Key Deliverable) on the earliest date that all of the tasks, subtasks, Deliverables, goods, services and other Services required for the completion of such Key Deliverable are completed and delivered to County, provided that all of such tasks, subtasks,

Deliverables, goods, and Services required for the completion of such Key Deliverable are thereafter Approved in writing by County pursuant to Section 9.13 (Approval of Key Deliverables) without prior rejection by County or significant delay in County's Approval thereof, which delay is the result of Contractor's failure to deliver such tasks, subtasks, Deliverables, goods, and Services in accordance with the terms hereof. For purposes of this Section 14.3.2 (Credits to County) and Section 14.3.3 (Termination for Failure to Complete Key Deliverable), the determination of whether a Key Deliverable has been so completed and is so Approved, and of the date upon which such Key Deliverable was completed, shall be made by the County Project Director as soon as practicable after County is informed by Contractor that such Key Deliverable has been completed and is given all the necessary information, data, and documentation to verify such completion.

14.3.3 TERMINATION FOR FAILURE TO COMPLETE KEY DELIVERABLE

In addition to the foregoing provisions of Section 14.3.2 (Credits to County), if any Key Deliverable is not completed within thirty (30) days after the applicable Due Date, and thereafter Approved in writing by County pursuant to Section 9.13 (Approval of Key Deliverables), and unless the County Project Director and the Contractor Project Director have otherwise agreed, in writing, prior to such date scheduled for completion, then County may, upon notice to Contractor, terminate this Agreement for default in accordance with Section 27.2 (Termination for Material Breach) or for convenience in accordance with Section 27.4 (Termination for Convenience), as determined in the sole discretion of County, subject to the cure provisions set forth in Section 27.2 (Termination for Material Breach).

14.4 SUPPORT SERVICES

Contractor shall, during the Support Term, provide to County Support Services, and County shall pay the applicable Support Services Fees set forth in Exhibit C (Fees; Contractor Professional Services Rates).

There shall be no charge for Support Services until Productive Use. Thereafter, Contractor shall invoice County for Support Services on a monthly basis, and County will pay the applicable monthly fees to Contractor in arrears. The monthly Support Services Fee shall be calculated as a portion of the Support Services Fees as specified in Exhibit C (Fees; Contractor Professional Services Rates). For the avoidance of doubt, there shall be no charge for Support Services until Productive Use. The Support Services Fees shall be fixed during the Initial Support Term of this Agreement.

14.5 HARDWARE

All Hardware costs and fees are set forth in Exhibit C (Fees; Contractor Professional Services Rates).

14.6 IMPLEMENTING OPTIONAL WORK

14.6.1 NEW SOFTWARE

During the Support Term, if New Software is subsequently made Generally Available to any of Contractor's other clients, County shall have the option to obtain such New Software at a sixty-five percent (65%) discount.

14.6.2

PROFESSIONAL SERVICES

Upon County's request for Professional Services, Contractor shall provide to County, within ten (10) Business Days of County's request therefor, a written quotation providing a pricing proposal as a fixed fee arrangement based on the Fixed Hourly Rate. Contractor's quotation shall be valid for at least ninety (90) days from submission. Contractor's rates for Professional Services shall be subject to the applicable pricing terms set forth in Exhibit C (Fees; Contractor Professional Services Rates) during the Term of this Agreement. Contractor's Fixed Hourly Rate for Professional Services, as of the Effective Date, specified in Exhibit C (Fees; Contractor Professional Services Rates), shall be fixed during the Term.

- (a) Fixed Fee or Not to Exceed. In the event that the Parties agree that Contractor shall perform the Professional Services on either a fixed fee or not to exceed basis, the applicable Statement of Work shall include an estimated percentage allocation of the fixed fee or not to exceed amount for each Milestone. Contractor shall not perform Professional Services in excess of the fee amount allocated to a Milestone in the Statement of Work without first obtaining prior County written Approval to exceed the fee amount allocated to the Milestone in the Statement of Work. If Contractor provides Professional Services in excess of the fee amount allocated to a Milestone in the Statement of Work without first obtaining prior County written Approval, such Professional Services shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County therefor (it being understood by the Parties that Contractor shall have no obligation to continue to provide such gratuitous Professional Services unless Approved by County in writing in which case County shall compensate Contractor in accordance with this Agreement).
- (b) Time and Materials. In the event that the Parties agree that Contractor shall perform the Professional Services on a time and materials basis, the applicable Statement of Work shall include a fee estimate. In the event it is anticipated that the fee estimate provided in such Statement of Work ("**Contractor Professional Services Fee Projection**") will be exceeded, Contractor will provide written notice to County in advance of incurring such excess cost. In the event Contractor does provide County with advance notice of a Project Overrun and County elects to proceed, any amounts incurred in excess of the Contractor Professional Services Fee Projection will be considered a "**Project Overrun.**" In the event Contractor does not provide County with advance notice of a Project Overrun, Contractor shall be solely responsible for the Project Overrun. Project Overruns shall be accounted for upon the earlier of the completion of the applicable Statement of Work or the expiration or termination of this Agreement. Prior to such accounting, Contractor and County agree to assume that both Parties are equally at fault and will share equally of the Project Overrun. If, as part of the Dispute Resolution Procedure, either Party is determined to be the primary cause of a Project Overrun, costs will be shared as follows:
 - (i) If Contractor, or any party other than County which Contractor has subcontracted to perform services or tasks, is determined to be the

primary cause of the Project Overrun, Contractor shall be responsible for seventy-five percent (75%) of the Project Overrun. To the extent County has paid fees to Contractor as to such Project Overrun under the equal sharing provision above, such amounts paid in excess of the Project Overrun share allocated under this subpart shall be refunded to County by Contractor.

- (ii) If County, or any party other than Contractor which County has contracted to perform services or tasks, is determined to be the primary cause of the Project Overrun, County shall be responsible for seventy-five percent (75%) of the Project Overrun. To the extent Contractor has paid or credited fees to County as to such Project Overrun under the equal sharing provision above, such amounts paid or credited in excess of the Project Overrun share allocated under this subpart shall be refunded to Contractor by County.

The determination of "primary cause" shall be made in accordance with Section 26 (Dispute Resolution Procedure) and, notwithstanding anything to the contrary in Section 26 (Dispute Resolution Procedure), shall be binding, final, and not subject to appeal.

14.7 ALL FEES STATED

Except as provided in this Section 14 (Contract Sum), and subject to Section 15.8 (Travel and Living Expenses), or in the event of an amendment to this Agreement, there are no other fees or charges to be paid by County in connection with this Agreement for the CADS System, including without limitation Implementation Services, Hosting Services, Support Services and/or other Services or Deliverables provided by Contractor to County under this Agreement. Any work performed by Contractor and not specifically authorized by County in writing shall be considered gratuitous and Contractor shall have no right or claim whatsoever to any form of compensation.

15. **INVOICES AND PAYMENTS**

15.1 INVOICES

Contractor shall invoice County in accordance with Exhibit C (Fees; Contractor Professional Services Rates) (1) for Implementation Services, based on the Deliverable amounts due, as set forth in Exhibit C.2 (Milestone Payments and Recurring Monthly Fees Table) upon Contractor's completion and County's written Approval of billable Deliverables; (2) for Support Services, by payment of monthly fees monthly in arrears commencing thirty (30) days after Productive Use; and (3) for all Optional Work, on a per Change Order basis by payment of the actual price expended by Contractor for the provision of Optional Work, not to exceed the Maximum Fixed Price quoted for such Optional Work following Contractor's completion and County's written Approval thereof. Contractor shall invoice for Hosting Services and Third-Party Products (including clinical content) in accordance first to the requirements of this Agreement, and then pursuant to the payment schedule in Exhibit C (Fees; Contractor Professional Services Rates).

15.1.1 SUBMISSION OF INVOICES

Contractor's invoice shall include the charges owed to Contractor by County under the terms of this Agreement as provided in Exhibit C (Fees; Contractor Professional Services Rates). All invoices and supporting documents under this Agreement shall

be submitted to the County Project Director or designee in accordance with Section 29.3 (Notices), with copies to County Finance.

15.1.2 INVOICE DETAILS

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

- (a) Agreement name and number;
- (b) The tasks, subtasks, Deliverables, goods, services, or other Services for which payment is claimed, including Implementation Services Deliverables, Support Services, and Optional Work;
- (c) The price of such tasks, subtasks, Deliverables, goods, services, or other Services calculated based on the pricing terms set forth in Exhibit C (Fees; Contractor Professional Services Rates) or any Change Order, as applicable;
- (d) The date of written Approval of the tasks, subtasks, Deliverables, goods, services, or other Services by the County Project Director;
- (e) Indication of any applicable withhold or Holdback Amounts for payments claimed or reversals thereof;
- (f) Indication of any applicable credits due County under the terms of this Agreement or reversals thereof;
- (g) A copy of all applicable Acceptance Certificates signed by the County Project Director; and
- (h) Any other information required by the County Project Director.

15.1.3 APPROVAL OF INVOICES

All invoices submitted by Contractor to County for payment shall have County's written Approval as provided in this Section 15.1 (Invoices), which Approval shall not be unreasonably withheld. In no event shall County be liable or responsible for any payment prior to such written Approval.

15.1.4 INVOICE DISCREPANCIES

The County Project Director will review each invoice for any discrepancies and will, within forty-five (45) days of receipt thereof, notify Contractor in writing of any discrepancies found upon such review and submit a list of disputed charges. Contractor shall review the disputed charges and send a written explanation detailing the basis for the charges within forty-five (45) days of receipt of County's notice of discrepancies and disputed charges. If the County Project Director does not receive a written explanation for the charges within such forty-five (45) day period, Contractor shall be deemed to have waived its right to justify the original invoice amount, and County, in its sole discretion, shall determine the amount due, if any, to Contractor and pay such amount in satisfaction of the disputed invoice, subject to the Dispute Resolution Procedure.

All correspondence to County relating to invoice discrepancies shall be sent by email, followed by hard copy, directly to the County Project Director with a copy to DHS Finance or designee in accordance with Section 29.3 (Notices).

15.2 DELIVERY OF LICENSED SOFTWARE

All Licensed Software and Documentation provided by Contractor under this Agreement, including any Optional Work, shall be delivered (i) solely in electronic format (e.g., via electronic mail or internet download), or (ii) personally by Contractor Personnel who shall load the Licensed Software and Documentation onto County's hardware but who will retain possession of all originals and copies of such tangible media (e.g., DVD, magnetic tape, printed manuals) used to deliver the Licensed Software and Documentation to County.

15.3 SALES/USE TAX

The Contract Sum shown in Section 14.1 (Maximum Contract Sum) shall be deemed to include all amounts necessary for County to reimburse Contractor for all applicable California and other state and local sales/use taxes on all Licensed Software provided by Contractor to County pursuant to or otherwise due as a result of this Agreement, including, but not limited to, the product of Support Services and any Optional Work, to the extent applicable. All California sales/use taxes shall be paid directly by Contractor to the State or other taxing authority.

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

15.4 PAYMENTS

Provided that Contractor is not in default under any provision of this Agreement, County will pay all invoice amounts to Contractor within sixty (60) days of receipt of invoices that have not been disputed in accordance with Section 15.1.4 (Invoice Discrepancies) above. County's payment or failure, however, shall not be deemed as automatic invoice Approval or Acceptance by County of any Deliverable for which payment is sought, nor shall it entitle Contractor to impose an interest on any late payment.

15.5 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT

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

15.6 HOLDBACKS

- (a) The Implementation Fees shall be allocated among the Key Milestones as set forth in the Statements of Work ("**Key Milestone Allocation**"). The amount allocated to each Key Milestone need not be the same, provided, however, all allocated amounts must aggregate to equal the Implementation Fees. The Key Milestone Allocation will be divided

by the number of months set forth in the original Statement of Work for completion of the Key Milestone ("**Key Milestone Scheduled Duration**") and that amount shall be multiplied by eighty five percent (85%) to determine the "**Monthly Key Milestone Payment**." The Monthly Key Milestone Payment will be made by County only for the Key Milestone Scheduled Duration. The remaining fifteen percent (15%) of the amounts invoiced ("**Holdback Amount**") will be payable as set forth in this Section 15.6 (Holdbacks). All amounts invoiced by Contractor under the Statements of Work shall be subject to the Holdback Amount. The Holdback Amount will be payable to Contractor based upon County's Approval of the applicable Key Milestone.

- (b) A Key Milestone shall be deemed Approved for purposes of this Section 15.6 (Holdbacks) on the earliest date that all of the tasks, subtasks, Deliverables, goods, Services and other work required for completion of the Key Milestone are completed, tested for acceptability, and Approved in writing by County. The determination of whether each Key Milestone has been so completed and so Approved shall be made by the County Project Director as soon as practicable after County is informed by Contractor that such Key Milestone has been completed and is given all the necessary information, data, and documentation to verify such completion. If a Key Milestone is not Approved due to its failure to meet the applicable Acceptance Criteria or tests within thirty (30) calendar days of its scheduled completion per the Statement of Work, the Holdback Amount will not be paid until Approval of the next Key Milestone. No accumulated Holdback Amounts will be paid as to any Key Milestone, until all preceding Key Milestones have been Approved.

15.7 RESPONSIBILITY FOR COSTS

Except for any reimbursable expenses specified in a Statement of Work, or as otherwise Approved in writing by County, Contractor shall be responsible for all costs and expenses incidental to the provision of the Licensed Software and performance of Services, including but not limited to, all costs for Third-Party Intellectual Property and equipment provided by Contractor, and all fees, fines, licenses, bonds or taxes required of or imposed against Contractor including but not limited to corporate income tax, sales and excise taxes or amounts levied thereof, and all other of Contractor's costs of doing business. Contractor shall supply copies of third parties' invoices and other reasonable supporting documentation in substantiation of any reimbursable expenses, as County may request from time to time. No payments will be made for services rendered or expenses incurred by Contractor other than the Services or Deliverables unless such services are Approved in advance in writing by County, and Contractor supplies such documentation as County may request with respect to such costs.

15.8 TRAVEL AND LIVING EXPENSES

In the event reimbursement of travel, meal, lodging, and incidental expenses in connection with a Statement of Work are specifically authorized by County, 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, as updated from time to time by the Los Angeles County Auditor-Controller. Contractor will provide all invoices, receipts, and other documentation reasonably needed to support the request for reimbursement.

15.9 PAYMENT DOES NOT IMPLY ACCEPTANCE

The making of any payment or payments by County, or the receipt thereof by Contractor, shall in no way affect the responsibility of Contractor to furnish the Licensed Software, Services, and

Deliverables in accordance with this Agreement, and shall not imply Acceptance by County of such items or the waiver of any warranties or requirements of this Agreement.

15.10 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

Contractor shall maintain, and provide upon request by County, accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. Contractor agrees that the County, any Federal or State auditor, or their authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the Term of this Agreement and for a period of ten (10) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- (a) In the event that an audit of the Contractor is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, including audits conducted by the Medicare or Medi-Cal programs, or both, then the Contractor shall file a copy of each such audit report, including Service Organization Controls (SOC1) Reports, with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- (b) Failure on the part of Contractor to comply with any of the provisions of this Section 15.10 (Record Retention and Inspection/Audit Settlement) shall constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement.
- (c) If, at any time during the Term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County conduct an audit of the Contractor regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: (i) repaid by the Contractor to the County by cash payment upon demand or (ii) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

15.11 CONTRACTOR SELF-AUDIT

In addition to the audit rights of County and its regulators under this Agreement, on at least a semi-annual basis, Contractor shall perform a self-audit of its business and operations to evaluate its compliance with the Agreement and delivery of the Services. The audit shall be initiated no later than the anniversary date of each year of the Term of this Agreement. Within sixty (60) days of the initiation of a self-audit, Contractor shall provide County with a written report outlining the results of the self-audit.

15.12 SECURITY AUDITS

During the Term of this Agreement, County or its third party designee may, but is not obligated to, perform surveillance audits of Contractor's environment as it relates to the receipt, maintenance, use, or retention of County Confidential Information or other County Data. Any of County's regulators shall have the same right upon request. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes. Contractor shall provide management reports of all penetration or security tests performed by Contractor (e.g., summary data of the results of the tests), as to any component of Contractor's environment supporting the delivery of the Services.

15.13 COMPLIANCE AUDITS

During the Term of this Agreement, to the extent Contractor engages a third party auditor to perform a SSAE 18 Type II Report or AT 101 Type II Report of Contractor's operations, information security program, and/or disaster recovery/business continuity plan, Contractor shall promptly furnish a copy of the audit report to County. Any such audit reports shall be deemed Contractor Confidential Information. All references in this Agreement to SSAE 18 Type II Report or AT 101 Type II Report also include any successor standard, and all updates or changes to the standard then in effect.

15.14 VERIFICATION OF LICENSEE COSTS BY GOVERNMENT

Until the expiration of four (4) years after the furnishing of any service pursuant to this Agreement, Contractor shall make available, upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of this Agreement and any books, documents, records, and other data of Contractor that are necessary to certify the nature and extent of costs incurred by County for such services. If Contractor carries out any of its duties under this Agreement through a subcontract with a related organization involving a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, Contractor shall cause such subcontract to contain a clause to the effect that, until the expiration of four (4) years after the furnishing of any service pursuant to said contract, the applicable organization will make available, upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of records of the related organization that are necessary to certify the nature and extent of costs incurred for such services. Contractor shall ensure that this provision also apply to any contract between a subcontractor and an organization related to the subcontractor by control or common ownership.

15.15 AUDIT OF PRACTICES RELATED TO PROTECTED HEALTH INFORMATION

Within ten (10) business days of a written request, including an audit agenda, by County to Contractor, Contractor shall allow County to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies, and procedures relating to Contractor's use or disclosure of County's Protected Health Information pursuant to this Agreement for the purpose

of determining whether Contractor has complied with this Agreement, including Exhibit F (Business Associate Agreement); provided, however, that (i) Contractor and County shall mutually agree in advance upon the scope, timing, and location of such an inspection, and (ii) County shall protect the confidentiality of all Contractor Confidential Information to which County has access during the course of such inspection in accordance with the terms of this Agreement. Contractor shall not be responsible for any County costs or expenses related to such audit. The fact that County inspects, or fails to inspect, or has the right to inspect, Contractor's facilities, systems, books, records, agreements, policies, and procedures does not relieve Contractor of its responsibility to comply with this Agreement, including Exhibit F (Business Associate Agreement), nor does County's (i) failure to detect or (ii) detection, but failure to notify Contractor or require Contractor's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of County's enforcement rights under this Agreement. Contractor shall notify County within ten (10) business days of learning that Contractor has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights related to County's Protected Health Information.

16. INDEPENDENT CONTRACTOR

16.1 INDEPENDENT CONTRACTORS

This Agreement is by and between County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and the Contractor. The employees and agents of one Party shall not be, or be construed to be, the employees or agents of the other Party for any purpose whatsoever. Contractor is an independent contractor and has no authority to bind, County by contract or otherwise. Contractor will perform the Services under the general direction of County, but Contractor will determine, in Contractor's sole discretion, the manner and means by which the Services are accomplished, subject to the requirement that Contractor will at all times comply with applicable law and with County's reasonable instructions. Further, it is not the intention of this Agreement or of the Parties to confer a third party beneficiary right of action upon any third party or entity whatsoever, and nothing in this Agreement will be construed so as to confer upon any third party or entity other than the Parties hereto a right of action under this Agreement or in any manner whatsoever.

16.2 EMPLOYMENT RELATED CLAIMS

Contractor agrees to be solely responsible for all matters relating to compensation of its employees, subcontractors, agents, partners, or consultants including but not limited to compliance with laws governing workers' compensation, Social Security, provident fund, retrenchment, lay-off or termination compensation, withholding and payment of any and all federal, State, and local personal income taxes, disability/death insurance, unemployment, and any other taxes for such persons, including any related employer assessment or contributions required by law, and all other regulations governing such matters, and the payment of all salary, vacation, and other employee benefits. At Contractor's expense as described herein, Contractor agrees to defend, indemnify, and hold harmless County, and its officers, agents, employees, members, subsidiaries, joint venture partners, Affiliated Users, and successors in interest from and against any claim, demand, action, proceeding (threatened or actual), judgment, liability, loss, damage, cost, or expense, including, without limitation, attorneys' fees as provided herein arising out of Contractor's or County's alleged failure to pay, when due, all such taxes and obligations under this Section 16.2 (Employment Related Claims) (collectively referred to for purposes of this

Section as “**Employment Claim(s)**”). Contractor shall pay to County any expenses or charges relating to or arising from any such Employment Claim(s) as they are incurred by County.

16.3 NO ELIGIBILITY FOR BENEFITS

Neither Contractor nor its employees or agents shall be eligible to enroll for and/or receive benefits under any County employee benefit plan maintained by County, including, without limitation, any employee pension benefit plan within the meaning of Section 3(2) of the Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”), any employee welfare benefit plan within the meaning of Section 3(1) of ERISA, or any stock option or stock purchase plan.

16.4 COMMON-LAW EMPLOYEES

The foregoing shall apply to Contractor and Contractor’s employees and agents even if Contractor or any Contractor employee or agent is subsequently reclassified by any court or governmental agency as a common-law employee for periods during which services were performed under this Agreement.

17. REPRESENTATIONS AND WARRANTIES

17.1 CONTRACTOR’S WARRANTIES

Contractor represents and warrants that:

17.1.1 AUTHORITY

Contractor has the full power, capacity, and authority to enter into and perform this Agreement and to make the grant of rights contained herein, and Contractor’s performance of this Agreement does not violate or conflict with any agreement to which Contractor is a party. Further, 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;

17.1.2 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 Contractor’s applicable Best Practices;

17.1.3 CONFORMANCE TO SPECIFICATIONS

The CADS System, Licensed Software, Hardware, Services, including Implementation Services, Hosting Services, Support Services, and Deliverables shall conform to the Specifications without material deviations for the period commencing upon the Effective Date and continuing through the later of expiration or termination of Support Services (“**Warranty Period**”). Contractor shall institute quality controls, including suitable testing procedures if any, to ensure that the Licensed Software, Hardware, Services, including Implementation Services, Hosting Services, Support Services, and Deliverables comply with the terms of this Agreement. Upon County’s reasonable request, County shall have the right to review Contractor’s quality controls in order to verify and/or improve the quality of the Licensed Software, Services and Deliverables.

17.1.4 NON-INFRINGEMENT

The Licensed Software (excluding the Integral Third-Party Software), Services and the Deliverables do not contain defamatory or indecent matter, and County's permitted use of the Licensed Software (excluding the Integral Third-Party Software), Hardware, Services, including Implementation Services, Hosting Services, Support Services, and the Deliverables, do not and will not infringe any patents, trademarks, copyrights, and other intellectual property rights of any third party. To the best of Contractor's knowledge as of the Effective Date, the Hosting Software, Third-Party Products, and Integral Third-Party Software do not contain defamatory or indecent matter, and County's permitted use of the Hosting Software, Third-Party Products, and Integral Third-Party Software do not infringe any patents, trademarks, copyrights and other intellectual property rights of any third party;

17.1.5 NO PENDING OR THREATENED LITIGATION

As of the Effective Date, there is no pending or threatened litigation that would have a material adverse impact on Contractor's performance under the Agreement. In addition, Contractor also represents and warrants that based on pending actions, claims, disputes, or other information Contractor has no knowledge of a failure of the Licensed Software to perform in accordance with the Contractor Specifications;

17.1.6 DOCUMENTATION; MATERIAL DIMINUTION IN FEATURES

The Documentation shall be complete and accurate so as to enable a reasonably skilled County user to effectively use all of its features and functions without assistance from Contractor and, on each date on which Contractor delivers it to County, the Documentation is Contractor's most current version thereof; provided that, without the prior written Approval of County, in no event shall any Documentation reflect a material diminution in the form, features, or functionality of the Licensed Software from that originally licensed under this Agreement, and, accordingly, Contractor shall not change the form, features, or functionality in any material adverse manner from that originally licensed under this Agreement;

17.1.7 ASSIGNMENT OF WARRANTIES

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

17.1.8 DESTRUCTIVE/DISABLING MECHANISMS

The Licensed Software, Services, including Implementation Services, Hosting Services, Support Services, and/or Deliverables do not contain, and Contractor shall not insert into the Licensed Software or any Deliverables or Services, including Implementation Services, Hosting Services, Support Services, any Destructive Mechanisms. 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, in no event shall Contractor, Contractor Personnel or anyone acting on its behalf, disable or interfere, in whole or in part, with

County's use of the Licensed Software or any software, hardware, systems or data owned, utilized, or held by County without the written permission of a corporate officer of County, 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 Section 17.1.8 (Destructive/Disabling Mechanisms) could cause substantial harm to County and to numerous third parties having business relationships with County. No limitation of liability, whether contractual or statutory, will apply to a breach of this Section 17.1.8 (Destructive/Disabling Mechanisms);

17.1.9 SYSTEM CONFIGURATION WARRANTY

Contractor has had the opportunity to assess County's existing information systems, including, but not limited to, its computer platform(s), operating system(s), applications, interface engine, network infrastructure, connectivity, and workstation configurations relating to installation, implementation, and use of the Licensed Software (hereinafter collectively referred to as the "**Existing System**"). Contractor has also had the opportunity to inquire of County's staff regarding the operation of the Existing System and its components and to review relevant documentation regarding the Existing System. Contractor represents and warrants that the Existing System, together with the Licensed Software and any Hardware purchased hereunder, together with Contractor's Recommended Configuration, is sufficient in size, capacity, and processing capability to operate the Licensed Software for the use of County during the Support Term of the Agreement. If equipment, applications, Interfaces, network infrastructure, connectivity or operating systems, in addition to those in the Existing System or Recommended Configuration as of the Effective Date, are required as a result of a Revision or otherwise to support or operate the Licensed Software as required by this Agreement, Contractor shall pay all costs associated with the acquisition and installation of such equipment, applications, Interfaces, network infrastructure, connectivity or operating systems, unless such installation was already planned for by the County and not done for the specific purpose of supporting the Licensed Software under this Agreement. In no event shall any modification to the Recommended Configuration take place without Contractor providing at least ninety (90) calendar days written notice to County of the specific modifications together with a work plan;

17.1.10 RESOURCE REQUIREMENT WARRANTY

Contractor has the requisite capabilities, professional skills, business process and information technology knowledge, software implementation and project management expertise, integration capabilities, and skilled resources required to: (a) provide fully integrated management of all Implementation Services and related interdependencies across all work groups, solutions, and work efforts; (b) determine and specify the resource requirements for implementation of the Licensed Software in accordance with the Specifications, and (c) implement the Licensed Software provided under this Agreement.

Further, Contractor represents and warrants that the resources (including Contractor and County resources) it will identify in a Statement of Work as being required to implement the Licensed Software as provided above will be sufficient to complete all functions, responsibilities, tasks, subtasks, Deliverables, goods, and other Services

included in the Statement of Work (including all attachments and incorporated documents) in accordance with the Specifications, including, but not limited to the Statement of Work, project plan, and project schedule. To the extent additional resources are subsequently identified as being required to complete all functions, responsibilities, tasks, subtasks, Deliverables, goods, and other services included in the Statement of Work (including all attachments and incorporated documents) in accordance with the Specifications, including, but not limited to the Statement of Work, project plan and project schedule and provided such additional resources are not caused by an increase in the scope of the Statement of Work agreed to in writing or the actions or inaction of County or its employees or agents, then Contractor agrees to provide the additional resources and subject matter expertise at no additional charge to County. Such additional resources shall be provided as part of the fixed fee and deemed included in the scope of the Statement of Work and Contractor shall continue to perform all Services under the Statement of Work in accordance with the Specifications, including the project schedule set forth therein, and in a professional manner consistent with Contractor's Best Practices for such Services. In addition, to the extent County seeks resources with regards to the CADS System that are not required to be provided by Contractor under this Agreement, Contractor shall cooperate with County in identifying industry resources of which it is aware with the needed skills, knowledge, and/or experience;

17.1.11 LEGAL AND ACCREDITATION/CERTIFICATION REQUIREMENTS

The Licensed Software, Services, and Deliverables currently comply with all applicable Privacy and Security Laws (as defined in Section 19.10 (Compliance With Federal And State Confidentiality Requirements) below); all existing applicable federal, State, and local laws; and the accreditation/certification requirements of the Joint Commission, Office of National Coordinator (ONC), and delegated accreditation/certification organizations, (collectively referred to as "**Legal Requirements**"), including the Health Insurance Portability & Accountability Act of 1996 (HIPAA). Further, Contractor represents and warrants that it shall provide County with the functionality necessary for County to comply with all new, amended, or otherwise modified Legal Requirements, applicable to the Licensed Software, Services, and Deliverables at no additional charge to County. Furthermore, Contractor represents and warrants that it shall comply with all applicable laws, regulations, and rules that may be in effect during the Support Term of this Agreement as they concern the subject matter of this Agreement. In the event the Licensed Software, Services, and/or Deliverables fails to perform as warranted under this Section 17.1.11 (Legal and Accreditation/Certification Requirements), Contractor shall, upon notice initiate commercially reasonable efforts to correct Errors, provide functionality, or bring the Licensed Software, Services, and/or Deliverables into compliance with the warranty as set forth in this Agreement at no additional charge to County;

17.1.12 BACKGROUND CHECKS

- (a) Contractor shall conduct the following background checks at the frequency set forth below:

Background Check	Frequency
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Criminal Felony & Misdemeanor (7 years)	Upon hire and every three (3) years thereafter
Federal Criminal	Upon hire and every three (3) years thereafter
National Sex Offender Registry	Upon hire and every three (3) years thereafter
Health Care Sanctions – All	Upon hire and every three (3) years thereafter
Education Report	Upon hire
Employment Report	Upon hire
SSN Trace	Upon hire
I9 Verification	Upon hire

Contractor shall provide County with written proof of compliance with this Section 17.1.12 (a) (Background Checks), in the form of an attestation signed by Contractor's human resource department, within sixty (60) days of the Effective Date and annually thereafter.

At the discretion of County, County may require any Contractor staff performing work at County locations, as a condition to beginning and continuing to work under this Agreement, to be fingerprinted. The fees associated with obtaining the fingerprinting shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation. County may perform the fingerprinting and bill Contractor for the cost or deduct such amount from funds owed by County to Contractor.

- (b) County may request that the Contractor's staff be immediately removed from working at any County facility at any time during the term of this Agreement. County will not provide to Contractor nor to the Contractor's staff any information obtained through County conducted background clearance.
- (c) County may immediately, at the sole discretion of County, deny or terminate facility access to any of Contractor's staff that does not pass such investigation(s) to the satisfaction of County or whose background or conduct is incompatible with County facility access.
- (d) Disqualification, if any, of the Contractor's staff, pursuant to this Section 17.1.12 (Background Checks), shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement;

17.1.13 KNOWN PERFORMANCE ISSUES

As of the Effective Date, there is no existing pattern or repetition of customer complaints regarding the Licensed Software, Deliverables, or Services, including functionality or performance issues, and that Contractor's engineers have not currently identified any repeating adverse impact on the Licensed Software, Deliverables, or Services, including functionality or performance, for which the root

cause is believed to be a flaw or defect in the Licensed Software, Deliverables or Services. The foregoing warranty shall not extend to any specifications provided by County;

17.1.14 NO OFFSHORE WORK

All Services shall be performed and rendered within the continental United States. In particular, Contractor warrants that it will not transmit or make available any County Confidential Information, County intellectual property or any County Property to any entity or individual outside the continental United States;

17.1.15 INTEGRATION WARRANTY

The Licensed Software components are capable of interconnecting and/or Interfacing with each other, the Third-Party Products and hardware identified in Exhibit L (Interfaces), and County Systems, either through integration or, as applicable, industry standard Interface protocols or ETL processes, and when taken together, the Licensed Software components, Third-Party Products and hardware identified in Exhibit L (Interfaces), and County Systems will be capable of delivering the functionality needed by County to meet its information systems requirements as set forth in this Agreement and the Specifications. As to County Systems (which utilize then-current industry standard Interface protocols or relational databases) acquired after the Effective Date, the Licensed Software shall be capable of Interfacing with such County Systems using then-current industry standard Interface protocols or ETL processes. The Licensed Software must be Interoperable at the time it is provided to County and at all times thereafter during the Support Term;

17.1.16 HIPAA TRANSACTION AND CODE SET STANDARDS WARRANTY

Contractor represents and warrants that the Licensed Software will enable County to comply with the transaction standards of HIPAA, Medicare Part D, and related transaction and code set standards as to the functions provided by the Licensed Software. Maintaining compliance with HIPAA is deemed to be a Legal Requirement for purposes of Section 17.1.11 (Legal and Accreditation/Certification Requirements). Further, Contractor represents and warrants that, as of the Effective Date:

- (a) The Licensed Software will enable County to comply with the DSM-5 (Diagnostic and Statistical Manual of Mental Disorders, 5th Edition) and the ICD-10 (International Classification of Diseases, 10th Revision) code set standards for coding diagnoses and procedures and the ASAM (American Society of Addiction Medicine) criteria for patient assessment upon the compliance date and/or adoption date for the code set versions to be used under HIPAA Transaction and Code Set standards and other relevant standards and maintained for version updates as each may be updated or amended from time to time;

17.1.17 EXCLUDED PROVIDER WARRANTY

- (a) Contractor hereby warrants that neither it nor any of its Subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors is restricted or excluded from providing services under any health care program funded by the Federal government, directly

or indirectly, in whole or in part, (which includes Medicare, Medi-Cal and Healthy Families) and that Contractor will notify Director within ten (10) calendar days in writing of: (1) any event that would require Contractor or any of the aforementioned parties' mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary or suspension action taken by any agency of the Federal or State governments against any of the aforementioned parties' barring these parties from participating in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

- (b) Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any exclusion or suspension of Contractor or its Subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors from such participation in a Federally funded health care program.
- (c) Failure by Contractor to meet the requirements of this Sub-paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

17.1.18 WARRANTY AGAINST CONTINGENT FEES

- (a) Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
- (b) For breach of this warranty, County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee;

17.1.19 NO AGREEMENT SUBORDINATION

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 Licensed Software (or any part thereof) in accordance with this Agreement;

17.1.20 AGREEMENT NOT SUBJECT TO ANY LIENS

This Agreement and the Licensed Software 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;

17.1.21 USE OF LICENSED SOFTWARE WITHOUT INTERRUPTION

County has the right to use the Licensed Software, together with the Existing System, any Hardware purchased hereunder, and Contractor's Recommended Configuration, without interruption during the Term of the Agreement and any period that

Termination Transition Services are to be provided to County as described in Section 27.7 (Termination Transition Services);

17.1.22 INFORMATION FURNISHED TO COUNTY

As of the date furnished, no statement contained in writing in the Proposal contains any untrue statements about the prior experience or corporate description of Contractor, or omits any fact necessary to make such statement not misleading; and

17.1.23 ACCURACY OF RESPONSES TO CONTRACTOR DILIGENCE AND INFORMATION SECURITY QUESTIONNAIRE

Contractor represents and warrants all responses to County's Contractor Diligence and Information Security Questionnaire, attached as Exhibit U (Contractor Diligence and Information Security Questionnaire), are true and correct and shall remain true and correct during the term of this Agreement. In the event any Contractor response to the Contractor Diligence and Information Security Questionnaire is no longer true and correct, Contractor must, within three (3) business days of learning of such change in circumstance, notify County in writing of the specific response at issue and the details relating to the change in circumstance.

17.2 REMEDIES

County's remedies under this Agreement for the breach of the 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 Licensed Software, the specific remedies set forth in Exhibit E (Service Levels and Performance Standards), and other corrective measures afforded to County by Contractor under such Exhibit E (Service Levels and Performance Standards) and this Agreement.

17.3 BREACH OF WARRANTY OBLIGATIONS

Failure by Contractor to timely perform its obligations set forth in this Section 17 (Representations and Warranties) shall constitute a material breach, upon which, in addition to County's other rights and remedies set forth herein, County may terminate this Agreement, after written notice to Contractor and provision of a cure period in accordance with Section 27.2 (Termination for Material Breach).

17.4 REPRESENTATIONS AND WARRANTIES THROUGHOUT AGREEMENT

It is understood and agreed by the Parties that Contractor's representations and warranties are set forth throughout this Agreement and are not confined to this Section 17 (Representations and Warranties).

17.5 DISCLAIMER OF OTHER WARRANTIES

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF INFORMATION, OR TITLE/NON-INFRINGEMENT, AND ALL SUCH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED.

18. INTELLECTUAL PROPERTY

18.1 WORK PRODUCT

“Work Product” expressly excludes Licensed Software (the license to which is provided in Section 3.1 (License Grant)), and Third-Party Products (the license to which is provided in Section 7 (Third-Party Products and Third-Party Intellectual Property)) and shall mean:

- (1) All Deliverables and all concepts, inventions (whether or not protected under patent laws), works of authorship, information, new or useful art, combinations, discoveries, formulae, algorithms, specifications, manufacturing techniques, technical developments, systems, computer architecture, artwork, scripts, designs, procedures, processes, and methods of doing business, regardless of form or media, Documentation, training materials, and shall include any derivatives or modifications to any of the foregoing (collectively **“Class 1 Work Product”**); and
- (2) County Project management documents and reports, including the Project Schedule, status reports, project work plans, and risk reports (**“Class 2 Work Product”**), developed or produced by Contractor under this Agreement, whether acting alone or in conjunction with County or its employees, users, affiliates or others.

18.2 OWNERSHIP

All Work Product is the sole and exclusive property of Contractor. Contractor retains all rights, title and interest, including intellectual property rights and all other rights, in the Work Product. Contractor may use such Work Product for internal purposes as well as for other clients so long as Contractor does not use any Confidential Information belonging to County or otherwise breach this Agreement. However, to the extent Class 1 Work Product (i) constitutes or is incorporated into any Deliverables; (ii) constitutes or is incorporated into any Services during the period of the County’s License described in Section 3.1.1 (Scope of License); (iii) is needed for the use of the Deliverables; or (iv) is needed for the use of the Services during the period of the County’s License described in Section 3.1.1 (Scope of License), Contractor hereby grants to County a perpetual (except as described in (ii) and (iv), above), irrevocable, fully paid up, royalty free, transferable (as provided in Section 29.15.2 (Assignment by County)), sub-licensable, worldwide, non-exclusive right and license to use, prepare derivative works, and otherwise fully exploit in connection with County’s business, the Class 1 Work Product (and derivative works thereof created by County), provided that the Work Product (and/or derivative works thereof) is used in a manner that does not violate its license rights under this Agreement and is not commercially exploited. For the avoidance of doubt, County’s license to Class 1 Work Product under this Section 18.2 (Ownership) does not include ongoing access to the Licensed Software following the termination of the Agreement and any period that Termination Transition Services are to be provided to County as described in Section 27.7 (Termination Transition Services).

As to Class 2 Work Product, Contractor hereby grants to County a perpetual, irrevocable, fully paid up, royalty free, transferable, sub-licensable, worldwide, non-exclusive right and license to

use, prepare derivative works, and otherwise fully exploit in connection with County's business, the Class 2 Work Product (and derivative works thereof created by County).

18.3 USE OF COUNTY PROPERTY

County may, but is not required to (unless otherwise set forth in this Agreement or an applicable Statement of Work), provide certain hardware, owned software, data, databases, office space, security access, intellectual property, technologies or other services and materials to Contractor for the sole purpose of assisting Contractor in the performance of the Services contemplated by this Agreement ("**County Property**"). County hereby grants Contractor a non-exclusive, non-transferable license to use the County Property solely for County's benefit in connection with Contractor's performance of the Services. County may terminate the foregoing license at any time, without cause, on written notice to Contractor. Unless specifically authorized otherwise in the Statement of Work, Contractor shall use the County Property only in the form provided by County, without modification. In addition, Contractor will maintain and use County Property in accordance with any written instructions and/or specifications provided by County. County Property shall be considered Confidential Information of County. Except for the limited license provided in this Section 18.3 (Use of County Property), nothing contained in this Agreement shall be construed as granting Contractor any right, title, or interest in or to any of the County Property.

18.4 COUNTY LICENSED SOFTWARE

In the event County provides Contractor with access to or use of software licensed by County from third-parties, Contractor shall be responsible for (a) complying with all applicable third-party license agreements (disclosed to Contractor or Contractor Personnel in writing or by other means generally used by County to disseminate such information to employees or contractors, including electronic means); (b) indemnifying, defending, and holding harmless County and its directors, officers, agents, employees, members, subsidiaries and successors in interest from any breach by Contractor of such license agreements; and (c) treating all such software as Confidential Information of County.

19. **CONFIDENTIALITY**

19.1 PUBLICITY

- (a) 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, County shall not inhibit the Contractor from publishing its role under this Agreement within the following conditions:
 - (i) Contractor shall develop all publicity material in a professional manner; and
 - (ii) 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 County without the prior written consent of the County Project Director. County shall not unreasonably withhold written consent.

- (b) Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with County, provided that the requirements of this Section 19.1 (Publicity) shall apply.

19.2 CONFIDENTIAL INFORMATION DEFINED

Except as provided in Section 19.3 (Exclusions) below, each Party agrees that all information supplied by one Party and its affiliates and agents (collectively, the “**Disclosing Party**”) to the other (“**Receiving Party**”) including, without limitation, (a) source code, prices, trade secrets, mask works, databases, designs and techniques, engine protocols, models, displays and manuals, and the selection, coordination, and arrangement of the contents of such materials; (b) any unpublished information concerning research activities and plans, marketing or sales plans, sales forecasts or results of marketing efforts, pricing or pricing strategies, costs, operational techniques, or strategic plans, and unpublished financial information, including information concerning revenues, profits, and profit margins; (c) any information relating to County’s customers, patients, business partners, or personnel; (d) Personal Data; and (e) Protected Health Information (as defined below), will be deemed confidential and proprietary to the Disclosing Party, regardless of whether such information was disclosed intentionally or unintentionally or marked as “confidential” or “proprietary” (“**Confidential Information**”), provided, however, that Work Product assigned to County pursuant to this Agreement shall be Confidential Information of County. The foregoing definition shall also include any Confidential Information provided by either Party’s contractors, subcontractors, agents, or vendors.

19.3 EXCLUSIONS

Confidential Information will not include any information or material, or any element thereof, whether or not such information or material is Confidential Information for the purposes of this Agreement, to the extent any such information or material, or any element thereof: (a) has previously become or is generally known, unless it has become generally known through a breach of this Agreement or a similar confidentiality or non-disclosure agreement, obligation or duty; (b) was already rightfully known to the Receiving Party prior to being disclosed by or obtained from the Disclosing Party as evidenced by written records kept in the ordinary course of business or by proof of actual use by the Receiving Party; (c) has been or is hereafter rightfully received by the Receiving Party from a third party (other than the Disclosing Party) without restriction or disclosure and without breach of a duty of confidentiality to the Disclosing Party; or (d) has been independently developed by the Receiving Party without access to Confidential Information of the Disclosing Party. It will be presumed that any Confidential Information in a Receiving Party’s possession is not within exceptions (b), (c) or (d) above, and the burden will be upon the Receiving Party to prove otherwise by records and documentation.

19.4 TREATMENT OF CONFIDENTIAL INFORMATION

Each Party recognizes the importance of the other Party’s Confidential Information. In particular, each Party recognizes and agrees that the Confidential Information of the other is critical to their respective businesses and that neither Party would enter into this Agreement without assurance that such information and the value thereof will be protected as provided in this Section 19 (Confidentiality) and elsewhere in this Agreement. Accordingly, each Party agrees as follows: (a) the Receiving Party will hold any and all Confidential Information it obtains in strictest confidence and will use and permit use of Confidential Information solely for the purposes of this Agreement. Without limiting the foregoing, the Receiving Party shall use at least the same degree of care, but no less than reasonable care, to avoid disclosure or use of this Confidential Information as the

Receiving Party employs with respect to its own Confidential Information of a like importance; (b) the Receiving Party may disclose or provide access to its responsible employees, agents, and consultants who have a need to know and may make copies of Confidential Information only to the extent reasonably necessary to carry out its obligations hereunder; and (c) the Receiving Party currently has, and in the future will maintain in effect and enforce, rules and policies to protect against access to or use or disclosure of Confidential Information other than in accordance with this Agreement, including without limitation written instruction to and agreements with employees, agents, or consultants who are bound by an obligation of confidentiality no less restrictive than set forth in this Agreement to ensure that such employees, agents, and consultants protect the confidentiality of Confidential Information, including this Section 19 (Confidentiality) and Exhibit Q (Confidentiality and Assignment Agreement). The Receiving Party will require its employees, agents, and consultants not to disclose Confidential Information to third parties, including without limitation customers, subcontractors, or consultants, without the Disclosing Party's prior written consent; and will notify the Disclosing Party immediately of any unauthorized disclosure or use, and will cooperate with the Disclosing Party to protect all proprietary rights in and ownership of its Confidential Information.

19.5 NON-EXCLUSIVE EQUITABLE REMEDY

Each Party acknowledges and agrees that due to the unique nature of Confidential Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach or threatened breach may allow a Party or third parties to unfairly compete with the other Party resulting in irreparable harm to such Party, and therefore, that upon any such breach or any threat thereof, each Party will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies either of them might have at law or equity. Any breach of this Section 19 (Confidentiality) shall constitute a material breach of this Agreement and be grounds for immediate termination of this Agreement in the exclusive discretion of the non-breaching Party.

19.6 PERSONAL DATA

In connection with this Agreement 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, investors, patients, and customers ("Personal Data") 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 performing the Services. 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.), Protected Health Information as defined under HIPAA and regulations promulgated thereunder, including 45 C.F.R. 160 and 164, and "personal data" as that term is defined in EU General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679 of the European Parliament and of the Council).

19.7 TREATMENT OF PERSONAL DATA

Without limiting any other warranty or obligation specified in this Agreement, and in particular the confidentiality provisions of this Section 19 (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. 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).

19.8 RETENTION OF PERSONAL DATA

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

19.9 COMPELLED DISCLOSURES

To the extent required by applicable law or by lawful order or requirement of a court or governmental authority having competent jurisdiction over the Receiving Party, the Receiving Party may disclose Confidential Information in accordance with such law or order or requirement, subject to the following conditions: as soon as possible after becoming aware of such law, order, or requirement and prior to disclosing Confidential Information pursuant thereto, the Receiving Party will so notify the Disclosing Party in writing and, if possible, the Receiving Party will provide the Disclosing Party notice not less than five (5) Business Days prior to the required disclosure. The Receiving Party will use reasonable efforts not to release Confidential Information pending the outcome of any measures taken by the Disclosing Party to contest, otherwise oppose, or seek to limit such disclosure by the Receiving Party and any subsequent disclosure or use of Confidential Information that may result from such disclosure. The Receiving Party will cooperate with and provide assistance to the Disclosing Party regarding such measures. Notwithstanding any such compelled disclosure by the Receiving Party, such compelled disclosure will not otherwise affect the Receiving Party's obligations hereunder with respect to Confidential Information so disclosed.

19.10 COMPLIANCE WITH FEDERAL AND STATE CONFIDENTIALITY REQUIREMENTS

County is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8 and as amended from time to time ("**HIPAA**"), and 42 U.S.C. § 290dd-2. Under this Agreement, Contractor provides services to County and Contractor receives, has access to, and/or creates Protected Health Information in order to provide those services. Contractor acknowledges and agrees that all patient records and Protected Health Information shall be subject to the confidentiality and disclosure provisions of HIPAA, HITECH Act, ARRA, 42 U.S.C. § 290dd-2, and the regulations promulgated thereunder by the U.S. Department of Health and Human Services including the Standards for Privacy of Individually Identifiable Health Information and the Security Standards for Electronic Protected Health Information at 45 Code of Federal Regulations ("**C.F.R.**"), parts 142, 160, and 164, as the same may be amended from time to time, and any other applicable federal and state laws (collectively, the "**Privacy and Security Laws**") and agrees to maintain the confidentiality of all such records and information in accordance with such laws. The Parties further agree that they shall abide by the provisions of Exhibit F (Business Associate Agreement) hereto with respect to information subject to HIPAA. Should County amend Exhibit F (Business Associate Agreement) as is necessary to comply with the requirements of the Privacy

and Security Regulations (as such term is defined in the Business Associate Agreement), County will execute a Change Notice in accordance with Section 13.2 (Change Notices), which shall replace Exhibit F (Business Associate Agreement) with the updated Business Associate Agreement.

Notwithstanding any other provision of this Agreement, County shall not be obligated or liable in any way under this Agreement for:

- (a) Any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by law; and
- (b) Any Contractor proprietary and/or confidential materials not plainly and prominently marked with restrictive legends.

19.11 COUNTY DATA

All County Confidential Information, data, records, and information of County to which Contractor has access, or otherwise provided to Contractor under this Agreement ("**County Data**"), 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 or aggregation 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.

19.12 RETURN OF CONFIDENTIAL INFORMATION

On County's written request or upon expiration or termination of this Agreement for any reason, Contractor will promptly: (a) return or destroy, at County's option, all originals and copies of all documents and materials it has received containing County Confidential Information; (b) if return or destruction is not permissible under applicable law, continue to protect such information in accordance with the terms of this Agreement; and (c) deliver or destroy, at County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Section 19.12(a) (Return of Confidential Information), and provide a notarized written statement to County certifying that all documents and materials referred to in Sections 19.12(a) and (c) (Return of Confidential Information) have been delivered to County or destroyed, as requested by County. On termination or expiration of this Agreement, County shall return or destroy all Contractor Confidential Information (excluding items licensed to County hereunder or that are required for use of the Deliverables and/or the Licensed Software), at Contractor's option.

20. **SECURITY**

20.1 IN GENERAL

Contractor will maintain and enforce safety and physical security procedures with respect to its access, use, and possession of County Confidential Information, including Personal Data, (a) that are compliant with the requirements of Exhibit K (Information Security Requirements) and, to the extent not inconsistent, at least equal to industry standards for such types of locations, and (b) which provide reasonably appropriate technical and organizational safeguards against accidental or unlawful destruction, loss, alteration, or unauthorized disclosure or access of such information.

Without limiting the generality of the foregoing, Contractor will take all reasonable measures to secure and defend its location and equipment against “hackers” and others who may seek, without authorization, to modify or access Contractor systems or the information found therein. Contractor will periodically test its systems for potential areas where security could be breached. Contractor will immediately report to County any breaches of security or unauthorized access to County Confidential Information, including Personal Data, that Contractor detects or becomes aware of. Contractor will use diligent efforts to remedy such breach of security or unauthorized access in a timely manner and deliver to County a root cause assessment and future incident mitigation plan with regard to any breach of security or unauthorized access affecting the Confidential Information, including Personal Data. Contractor shall provide County all written details regarding Contractor’s internal investigation regarding any security breach. Upon County’s request, Contractor will provide a second more in-depth investigation and results of findings. Contractor agrees not to notify any regulatory authority nor any customer or consumer, on behalf of County unless County specifically requests in writing that Contractor do so. Contractor and County will work together to formulate a plan to rectify all security breaches.

20.2 UNAUTHORIZED ACCESS

In the course of furnishing the Services, Contractor shall not access, and shall not permit Contractor Personnel or entities within its control to access, County Systems without County’s express written authorization. Such written authorization may subsequently be revoked by County at any time in its sole discretion. Further, any access shall be consistent with, and in no case exceed the scope of, any such authorization given by County. All County authorized connectivity or attempted connectivity to County Systems shall be only through County’s security gateways and/or firewalls, and in conformity with applicable County security policies.

20.3 CONTRACTOR SYSTEMS

Contractor shall be solely responsible for all systems Contractor uses to access County Systems. Contractor shall ensure that its systems include up-to-date anti-viral software to prevent viruses from reaching County Systems through Contractor’s systems. Contractor shall prevent unauthorized access to County Systems through the Contractor systems. Further, Contractor shall ensure Contractor Personnel do not use any virtual private network or other device (“VPN”) to simultaneously connect machines on any County Systems to any machines on any Contractor or third party systems, without (i) using only a remote access method Approved in writing and in advance by County; (ii) providing County with the full name of each individual who uses any such VPN and the phone number at which the individual may be reached while using the VPN; and (iii) ensuring that any computer used by Contractor Personnel to remotely access any County Systems will not simultaneously access the Internet or any other third party network while logged on to County Systems.

20.4 USE OF PERSONAL PORTABLE DEVICES

Without County’s prior written authorization, under no circumstances will any Contractor Personnel connect to any County System or access, handle, or use any County Confidential Information and/or data, for purposes of downloading, extracting, storing, or transmitting the information and/or data through personally owned, rented, or borrowed equipment, including but not limited to, laptops, personal digital assistants, instant messaging devices, Universal Serial Bus (“USB”) devices, and cell phones.

20.5 SECURITY BREACH

Contractor shall notify County of any security, or suspected security, breach of any County Confidential Information or data covered under applicable federal regulations set forth in 12 C.F.R. Part 30, or under applicable state law or regulation, including California Civil Code 1798.82, or any other breach of Confidential Information immediately following discovery, if the information was, or is reasonably believed to have been acquired by an unauthorized person. Notification must be given in the most expedient time possible and without unreasonable delay. Written confirmation must be sent within forty-eight (48) hours of discovery or notification of the breach or suspected breach.

20.6 ADDITIONAL PROCEDURES IN THE EVENT OF SECURITY BREACH OF PERSONAL DATA

Upon County's determination that a misuse or security breach of Personal Data has occurred or is reasonably possible Contractor shall fully cooperate with County in rectifying any misuse, including notifying all affected County customers. County shall determine, in its sole discretion, the content and means of delivery of the customer notice. Contractor will bear all costs and expenses incurred as a result of security breach caused directly or indirectly by Contractor, including but not limited to, the administrative cost of opening and closing accounts, printing new checks, embossing new cards, notice, print and mailing, and obtaining credit monitoring services and identity theft insurance for County customers whose Personal Data has or may have been compromised.

20.7 ADDITIONAL PROCEDURES FOR THE IDENTIFICATION OF POSSIBLE INSTANCES OF IDENTITY THEFT

Contractor acknowledges that County has certain obligations to identify patterns, practices, and specific forms of activity that indicate the possible existence of identity theft (defined as fraud committed using the identifying information of another person), pursuant to Section 114 of the Fair and Accurate Credit Transactions Act of 2003 and its implementing regulations promulgated by the Office of the Comptroller of the Currency, 12 C.F.R. Part 41. Contractor, to the extent that it holds or otherwise has access to Personal Data, agrees to establish, maintain and update reasonably effective policies and procedures to detect, prevent, and mitigate the risk of identity theft, and to promptly notify and report to County upon request, any instances where Contractor detects potential identity theft in the course of its duties pursuant to this Agreement. Contractor further agrees to immediately report to County any confirmed instances of identity theft. In furtherance thereof, Contractor agrees to be guided by the examples of identity theft "**Red Flags**" (defined as a pattern, practice, or specific activity that indicates the possible existence of identity theft) set forth in Supplement A to Appendix J to 12 C.F.R. Part 41. Upon request by County, Contractor agrees to confirm in writing and, when specified, demonstrate to County its compliance with the requirements of this Section 20 (Security).

21. **COMMUNICATION SYSTEMS AND ACCESS TO INFORMATION**

If applicable, during the Term of this Agreement, Contractor may receive access to County's software, computers, equipment, and electronic communications systems ("**County Systems**"), including but not limited to voicemail, email, customer databases, and internet and intranet systems. Such County Systems are intended for legitimate business use related to County's business. Contractor acknowledges that Contractor does not have any expectation of privacy as between Contractor and County in the use of or access to County Systems and that all communications made with such County Systems or equipment by or on behalf of Contractor are subject to County's scrutiny, use, and disclosure, in County's discretion. County reserves the right, for business purposes and activities, to monitor, review, audit, intercept, access, archive, and/or

disclose materials sent over, received by or from, or stored in any of its electronic County Systems. This includes, without limitation, email communications sent by users across the internet and intranet from and to any domain name owned or operated by County. This also includes, without limitation, any electronic communication system that has been used to access any of County Systems. Contractor further agrees that Contractor will use all appropriate security, such as, for example, encryption and passwords, to protect County Confidential Information from unauthorized disclosure (internally or externally) and that the use of such security does not give rise to any privacy rights in the communication as between Contractor and County. County reserves the right to override any security passwords to obtain access to voicemail, email, computer (and software or other applications) and/or computer disks on County Systems. Contractor also acknowledges that County reserves the right, for any business purposes and activities, to search all work areas (e.g., offices, cubicles, desks, drawers, cabinets, computers, computer disks, and files) on County property and all personal items brought onto County property or used to access County Confidential Information or County Systems.

22. DISASTER RECOVERY/BUSINESS CONTINUITY

Contractor shall maintain a business continuity and disaster recovery plan for the Services (the “**DR/BC Plan**”), and implement such plan in the event of any unplanned interruption of the Services. On or before the Effective Date, Contractor shall provide County with a copy of Contractor’s current DR/BC Plan, revision history, and any reports or summaries relating to past testing of the DR/BC Plan. Contractor shall actively test, review, and update the DR/BC Plan on at least an annual basis using American Institute of Certified Public Accountants standards and other industry best practices as guidance. Contractor shall promptly provide County with copies of all such updates to the DR/BC Plan. All updates shall be subject to the requirements of this Section 22 (Disaster Recovery/Business Continuity). In any event, any future updates or revisions to the DR/BC Plan shall be no less protective than the plan in effect as of the Effective Date. Contractor shall notify County of the completion of any audit (e.g., ISO 9000) of the DR/BC Plan and promptly provide County with a copy of the audit report and reasonable evidence that any identified deficiencies have been corrected. Contractor shall also promptly provide County with copies of all reports and/or summaries resulting from any testing of the DR/BC Plan. If Contractor fails to reinstate the Services within the periods of time set forth in the DR/BC Plan, County may in addition to any other remedies available hereunder, in its sole discretion, immediately terminate this Agreement as a non-curable default under Section 27.2 (Termination for Material Breach). Contractor shall maintain disaster avoidance procedures designed to safeguard County’s data and the data processing capability, and availability of the Services, throughout the Term of this Agreement. Contractor shall immediately notify County of any disaster or other event in which the DR/BC Plan is activated. Without limiting Contractor’s obligations under this Agreement, whenever a disaster causes Contractor to allocate limited resources between or among Contractor’s customers, County shall receive at least the same treatment as comparable Contractor customers with respect to such limited resources. The provisions of Section 29.1 (Force Majeure) shall not limit Contractor’s obligations under this Section 22 (Disaster Recovery/Business Continuity).

23. INDEMNIFICATION

23.1 GENERAL INDEMNIFICATION

Contractor shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents (“**County Indemnitees**”) from and against any and all

third-party claims for liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of County Indemnitees.

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 that, at any time prior to a verdict or Approved settlement, Contractor fails to provide County with a full and adequate defense of an indemnified claim, County shall be entitled to retain its own counsel and receive 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 other equitable relief, or make any admission on behalf of County without County's prior written Approval.

23.2 INTELLECTUAL PROPERTY INDEMNIFICATION

- (a) Contractor shall indemnify, hold harmless, and defend County, including County Affiliated Users, its directors and trustees, officers, employees, personnel, users, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, but not limited to, third-party defense costs and legal, accounting, and other expert, consulting, or professional fees and attorney's fees, as such are incurred, for or by reason of any actual or alleged infringement of any third party's patent, copyright, or other intellectual property right, or any actual or alleged unauthorized trade secret disclosure or misappropriation, arising from or related to the Licensed Software, Third-Party Products, Hardware, Services, Work Product, and/or Deliverables (collectively, the "**Indemnified Items**") (collectively referred to for purposes of this Section 23.2(a) 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 (i) the development of custom software code required by County and based on specifications provided by County; (ii) use of the Indemnified Items in excess of the rights granted hereunder; or (iii) 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 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 Section 23.2(a) 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. To the extent permitted by law or contract, Contractor shall pass through to County the indemnities and warranties provided to Contractor by third-parties with regard to intellectual property and infringement for Third-Party Products.
- (b) 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 Section 23.2(a), 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 Section 23.2(a), 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 Section "**Remedial Act(s)**").

- (c) If Contractor fails to complete the Remedial Acts described in Section 23.2(b) 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 Section 27.2 (Termination for Material Breach), in which case, in addition to other remedies available to County, Contractor shall reimburse County for all Implementation 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.

23.3 INDEMNITIES THROUGHOUT AGREEMENT

It is understood and agreed by the Parties that Contractor's indemnity obligations are set forth throughout this Agreement and are not confined to this Section 23 (Indemnification).

24. **INSURANCE**

24.1 GENERAL INSURANCE PROVISIONS

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Section 24 (Insurance). These minimum insurance coverage terms, types, and limits ("**Required Insurance**") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Agreement.

24.2 EVIDENCE OF COVERAGE AND NOTICE

- (a) Certificate(s) of insurance coverage ("**Certificates**") satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its agents have been given Insured status under Contractor's General Liability policy, shall be delivered to County at the address specified in Section 24.2(d) below and provided prior to commencing services under this Agreement.

- (b) Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.
- (c) Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- (d) Neither County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

cgcontractorinsurance@dhs.lacounty.gov

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

24.3 ADDITIONAL INSURED STATUS AND SCOPE OF COVERAGE

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

24.3.1 CANCELLATION OF OR CHANGES IN INSURANCE

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written

notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

24.3.2 INSURER FINANCIAL RATINGS

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

24.3.3 CONTRACTOR'S INSURANCE SHALL BE PRIMARY

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

24.3.4 WAIVERS OF SUBROGATION

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

24.3.5 SUBCONTRACTOR INSURANCE COVERAGE REQUIREMENTS

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

24.3.6 DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

24.3.7 CLAIMS MADE COVERAGE

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

24.3.8 APPLICATION OF EXCESS LIABILITY COVERAGE

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

24.3.9 SEPARATION OF INSURED

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

24.3.10 ALTERNATIVE RISK FINANCING PROGRAMS

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

24.3.11 COUNTY REVIEW AND APPROVAL OF INSURANCE REQUIREMENTS

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

24.4 INSURANCE COVERAGE REQUIREMENTS

Contractor shall obtain, pay for, and maintain in full force and effect during the Term insurance as follows:

24.4.1 COMMERCIAL GENERAL LIABILITY INSURANCE

Providing scope of coverage equivalent to ISO policy form CG 00 01, including County and its agents as an additional insured, with limits of not less than:

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

24.4.2 AUTOMOBILE LIABILITY INSURANCE

Providing scope of coverage equivalent to ISO policy form CA 00 01 with limits of not less than one million dollars (\$1,000,000) for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

24.4.3 WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than one million dollars (\$1,000,000) per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming County as the Alternate Employer, and the endorsement form shall be modified to provide that

County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

24.4.4 PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than one million dollars (\$1,000,000) per claim and three million dollars (\$3,000,000) aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination, or cancellation.

24.4.5 TECHNOLOGY ERRORS AND OMISSIONS

Technology Errors & Omissions insurance, which includes coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failure to render computer or information technology services and technology products, and for violation of software copyright, with limits of not less than ten million dollars (\$10,000,000) per occurrence. For the purposes of this section, the term "technology services" means (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 Contractor. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following the Agreement's expiration, termination or cancellation.

24.4.6 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 fifteen million dollars (\$15,000,000) aggregate for each occurrence. For the purposes of this section, 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.

24.5 FAILURE TO MAINTAIN INSURANCE

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance acceptable to County shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from such breach. Alternatively, County may purchase such required insurance coverage and, without

further notice to Contractor, deduct from sums due to Contractor any premium costs advanced by County for such insurance.

25. WITHHOLD REMEDY

In addition to, and cumulative to all other remedies in law, at equity and provided under this Agreement, in the event Contractor is in material default of its duties or obligations under this Agreement and it fails to cure the default within thirty (30) days after receipt of written notice of default from County, County may, without waiving any other rights under this Agreement, elect to withhold from the payments due to Contractor under this Agreement during the period beginning with the sixteenth (16th) day after Contractor's receipt of notice of default, and ending on the date that the default has been cured to the reasonable satisfaction of County, an amount that is in proportion to the magnitude of the default or the Service that Contractor is not providing, as determined in County's reasonable discretion. Upon curing of the default by Contractor, County will cause the withheld payments to be paid to Contractor, without interest. In the event it is Finally Determined that County has withheld a payment in bad faith, such payment shall promptly be paid to Contractor, plus interest at the maximum legal rate.

26. DISPUTE RESOLUTION PROCEDURE

It is the intent of the Parties that all disputes arising under this Agreement be resolved expeditiously, amicably, and at the level within each Party's organization that is most knowledgeable about the disputed issue. The Parties understand and agree that the procedures outlined in this Section 26 (Dispute Resolution Procedure) are not intended to supplant the routine handling of inquiries and complaints through informal contact with their respective managers. Accordingly, for purposes of the procedures set forth in this Section 26 (Dispute Resolution Procedure), a "**Dispute**" shall mean any action, dispute, claim, or controversy of any kind, whether in contract or tort, statutory or common law, legal or equitable, now existing or hereafter arising under or in connection with, or in any way pertaining to this Agreement.

- (a) 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 Section 26 (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.
- (b) 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.
- (c) Subject to the provisions of Section 15 (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.

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.

- (d) 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.
- (e) 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.
- (f) 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 and County Project Director. These persons shall have ten (10) days to attempt to resolve the Dispute.
- (g) 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.
- (h) 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 Section 26 (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.
- (i) Notwithstanding any other provision of this Agreement, County's right to terminate this Agreement or to seek injunctive relief to enforce the provisions of Section 19 (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.
- (j) Contractor shall bring to the attention of the County Project Director any Dispute between County and Contractor regarding the performance of services as stated in this Agreement.

26.1 DISPUTE RESOLUTION WITH CONTRACTOR AND OTHER VENDORS

Contractor shall, on County's request, participate in dispute resolution in accordance with this Agreement with County and Contractor and County's third party vendors, including Hardware vendors, to resolve any disputes between and/or among such vendors, including County and Contractor, as to responsibility by any particular vendor for issues arising from performance, warranties, and other issues relating to the Licensed Software, Hardware, and Recommended Configuration. For the avoidance of doubt, Contractor will not represent or act on behalf of County in any dispute resolution proceedings.

27. TERMINATION

27.1 TERMINATION FOR INSOLVENCY

- (a) County may terminate this Agreement forthwith in the event of the occurrence of any of the following:
 - (i) Insolvency of the Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - (ii) The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
 - (iii) The appointment of a Receiver or Trustee for the Contractor; or
 - (iv) The execution by the Contractor of a general assignment for the benefit of creditors.
- (b) The rights and remedies of County provided in this Section 27.1 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

27.2 TERMINATION FOR MATERIAL BREACH

- (a) County may terminate this Agreement, any Statement of Work, in whole or in part: (i) if Contractor materially breaches any of its duties or obligations under the Agreement or any Statement of Work and fails to cure such breach within thirty (30) calendar days after written notice is provided by County; (ii) if Contractor materially breaches any duty or obligation under the Agreement or any Statement of Work, which is not capable of being cured, within thirty (30) calendar days after written notice is provided by County; or (iii) if Contractor commits numerous breaches of its duties or obligations under the Agreement or any Statement of Work, which in the aggregate are material and fails to cure such numerous breaches within thirty (30) calendar days after written notice is provided by County. In the event of Contractor's failure to cure any such breach or breaches, or, as applicable, submit an acceptable plan of correction, within the applicable cure period, County may terminate this Agreement or any Statement of Work, as of the date set forth in such written notice, which date of termination shall in no event be less than thirty (30) calendar days after the date of the notice of termination. In the event of any breach by Contractor of its material obligations under a Statement of Work, County's obligation to make any payments yet to be made and for which work has not been delivered under such Statement of Work shall be terminated. Termination of such payment obligations shall be in addition to any other rights or remedies that County may have in the event of any such breach or alleged breach.
- (b) In the event that County fails to pay Contractor undisputed invoices properly due and owing to Contractor under this Agreement exceeding in the aggregate fifty thousand dollars (\$50,000) of the total invoices by the specified due date and fails to cure such default within thirty (30) days of notice from Contractor of its intention to terminate for failure to make such payment, Contractor may, by written notice to County, terminate this Agreement. Contractor acknowledges and agrees that this Section 27.2(b) describes Contractor's sole right to terminate any Statement of Work or this Agreement and

Contractor hereby waives any other rights it may have to terminate this Agreement or any Statement of Work.

- (c) In the event that County terminates this Agreement in whole or in part as provided in Section 27.2 (Termination for Material Breach), County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to County for any and all excess fees and costs incurred by County beyond the fees and costs that were to be paid to Contractor, as determined by County, for such similar goods and services, up to an amount of One Million Dollars (\$1,000,000). Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this Section 27.2 (Termination for Material Breach).
- (d) If, after County has given notice of termination under the provisions of this Section 27.2 (Termination for Material Breach), it is determined by County that the Contractor was not in default under the provisions of this Section 27.2 (Termination for Material Breach), the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to Section 27.4 (Termination for Convenience).

27.3 TERMINATION FOR REGULATORY NON-COMPLIANCE

In the event Contractor's relationship with County under this Agreement is identified in writing by any regulator (including any governmental body or accreditation/certification organization (e.g., Joint Commission or the Office of National Coordinator (ONC)) having jurisdiction over County, to present a risk to County or its customers that requires correction, County shall notify Contractor of such identification. In the event the Parties are unable for any reason through reasonable efforts to resolve the identified issue(s) to the satisfaction of the relevant regulator within the timeframe mandated by the regulator, County may terminate this Agreement for convenience and without obligation to pay any termination fee or penalty to Contractor.

27.4 TERMINATION FOR CONVENIENCE

County may terminate this Agreement, in whole or in part, or any Statement of Work, Service, or Deliverable immediately upon thirty (30) days written notice to Contractor without reason, penalty, or breach of this Agreement, notwithstanding that Contractor is in compliance with all delivery, performance, or other requirements. In the event of any such termination, Contractor shall be compensated for any Services properly performed prior to the effective date of the termination, but any compensation allocated to Services that were yet to be rendered with regard to any canceled aspect of the Services shall then be eliminated. Termination of the Support Term under this Section 27.4 (Termination for Convenience) shall terminate the license granted in Section 3 (Licensed Software) and related License provisions, subject to the terms set forth therein.

27.5 TERMINATION FOR IMPROPER CONSIDERATION

- (a) County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to Contractor's performance pursuant to this Agreement. In the event of such termination, County shall

be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

- (b) Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Fraud Hotline at (800) 544-6861 or www.lacountyfraud.org.
- (c) Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

27.6 EFFECT OF TERMINATION

Upon expiration or termination of this Agreement, in whole or in part, or any Statement of Work, Service, or Deliverable, unless otherwise specified by County in writing:

- (a) Contractor and County shall continue the performance of this Agreement to the extent not terminated.
- (b) 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.
- (c) County will pay to Contractor all sums due to Contractor for Services properly performed through the effective date of such expiration or termination (prorated as appropriate).
- (d) Contractor shall return to County all monies paid by County, yet unearned by Contractor, including any prepaid Support Services Fees, if applicable.
- (e) Notwithstanding the foregoing, upon termination for default pursuant to Section 27.2 (Termination for Material Breach) during Implementation Services, County shall have the right to require Contractor to reimburse County by returning all monies paid by County to Contractor during such Implementation Services, provided that County will return to Contractor all products of such terminated Implementation Services, subject to continued use as needed to maintain operations, to ensure health care to County's patients is not negatively impacted, and otherwise mitigate damages during an orderly transition to alternative systems. In the event County exercises its remedy under this Section 27.6(e) to be reimbursed by Contractor, and all reimbursement payments are made to County by Contractor, such remedy shall be County's sole and exclusive remedy for County's termination for default under Section 27.2 (Termination for Material Breach). For the avoidance of doubt, County's election of remedies under this Section 27.6(e) is optional, and County reserves all remedies available to it in the event the exclusive remedy is not exercised and fulfilled as provided in this Section 27.6(e).
- (f) County shall have the rights set forth in Section 3 (Licensed Software) and Section 4 (Escrow of Source Materials) to access and use the Source Material as set forth therein, including without limitation the right to modify all source and object code versions of the Licensed Software after such time as one of the Release Conditions described in Section 4.1 (Escrow Agent and Release Conditions) has occurred which would permit County to use the Source Material.
- (g) Upon termination by County for default pursuant to Section 27.2 (Termination for Material Breach) or for insolvency pursuant to Section 27.1 (Termination for Insolvency),

County shall have the right to procure, upon such terms and in such a manner as County may deem appropriate, goods, services, and other Services, similar to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess fees and costs incurred by County beyond the fees and costs that were to be paid to Contractor, as determined by County, to procure and furnish such similar goods, services and other Services.

- (h) 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.
- (i) In the case of expiration or termination of the Agreement, (a) all Statement(s) of Work that have not been completed shall be deemed terminated in accordance with this Section 27 (Termination) as of the effective date of such termination and (b) the Support Term shall be deemed terminated.
- (j) Contractor understands and agrees that County has obligations that it cannot satisfy without use of the Licensed Software 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 people it serves. Therefore, Contractor agrees that in the event of any expiration or termination of this Agreement, Contractor shall fully 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 Licensed Software during such transition, as provided in Section 27.7 (Termination Transition Services).
- (k) Contractor shall promptly return to County any and all Confidential Information, including County Data and Work Product, that relate to that portion of the Agreement and Services terminated by County.

27.7 TERMINATION TRANSITION SERVICES

Upon the expiration of this Agreement or its termination by either Party for any reason, including the breach of this Agreement by the other Party, the rights of County shall in any and all events be provided as set forth in this Section 27.7 (Termination Transition Services). Unless the Parties have specifically agreed upon a termination transition plan prior to the time of termination (the "**Termination Transition Plan**"), the rights of County upon any termination shall be as set forth in this Section 27.7 (Termination Transition Services). If a Termination Transition Plan has been agreed to, then the rights of County upon any expiration or termination of this Agreement shall be as set forth in the most recent Approved Termination Transition Plan, and also as set forth in this Section 27.7 (Termination Transition Services). In the event of any inconsistency between this Section 27.7 (Termination Transition Services) and the applicable Termination Transition Plan, this Section 27.7 (Termination Transition Services) shall govern. If no Termination Transition Plan has been agreed to by the Parties at the time of any expiration or termination of this Agreement, then Contractor shall continue to perform the services under the Agreement at the applicable rates in effect as of the month prior to expiration or termination, at performance standards and Service Levels in effect at the time of termination or expiration, as well as the termination transition services, which services shall be provided as set forth in this Section 27.7 (Termination Transition Services). Contractor shall provide County with all of the services and all of the termination transition services as provided in this Section 27.7 (Termination Transition Services).

and in the then most recent version of the Termination Transition Plan, if any. The duty of Contractor to provide such services shall be conditioned on County continuing to comply with its obligations under the Agreement, including payment of all fees. Contractor shall have no right to withhold or limit its performance or any of such termination transition services on the basis of any alleged breach of this Agreement by County, other than a failure by County to timely pay the amounts due hereunder during the termination transition period. County shall have the right to seek specific performance of this Section 27.7 (Termination Transition Services) in any court of competent jurisdiction and Contractor hereby waives any defense that damages are an adequate remedy. Compliance with this Section 27.7 (Termination Transition Services) by either Party shall not constitute a waiver or estoppel with regard to any rights or remedies available to the Parties. Contractor will (a) meet with County as soon as practicable after a notice of termination or notice of a decision to not extend this Agreement has been given, to discuss any potential modifications to the then most current Termination Transition Plan, if any, (b) use all commercially reasonable efforts to assist County in effecting a transition of the services provided by Contractor hereunder, in accordance with Contractor's Best Practices, to County or another vendor chosen by County, and (c) be compensated for transition related services and costs by payment by County in accordance with the rates set forth in this Agreement. Contractor will provide termination transition services for a period defined in the Termination Transition Plan, if any, but in no event less than six (6) months following the expiration or termination of this Agreement. Thereafter, Contractor shall provide extensions of transition support services as requested by County in serial thirty (30) calendar day extension terms for up to an additional twelve (12) months. The total period of termination transition services, including all extensions provided for herein, shall not exceed eighteen (18) months.

27.8 SURVIVAL

The following Sections shall survive any termination or expiration of this Agreement: Sections 3.1 (License Grant) (except in the event of termination for breach by County of Sections 3 (Licensed Software), 18 (Intellectual Property), or 19 (Confidentiality)), 9.13 (Approval of Key Deliverables), 15.5 (No Payment for Services Provided Following Expiration/Termination of Agreement), 15.10 (Record Retention and Inspection/Audit Settlement), 15.14 (Verification of Licensee Costs By Government), 16 (Independent Contractor), 17.1 (Contractor's Warranties), 18 (Intellectual Property), 19 (Confidentiality), 23 (Indemnification), 24.3.7 (Claims Made Coverage), 25 (Withhold Remedy), 27.6 (Effect of Termination), 27.7 (Termination Transition Services), 27.8 (Survival), and 29 (Miscellaneous), 4 (In-House Solution) of Exhibit M (Additional Hosting Services Terms and Conditions), 5.2 (Services Not To Be Withheld or Suspended) of Exhibit M (Additional Hosting Services Terms and Conditions), 6 (Confidentiality) of Exhibit M (Additional Hosting Services Terms and Conditions), and 9.11 (Force Majeure Not Applicable) of Exhibit M (Additional Hosting Services Terms and Conditions).

27.9 TERMINATION OF COUNTY ACCESS TO THE CADS SYSTEM

Contractor may terminate the County's access to the CADS System only upon the expiration or termination of this Agreement, including any extension Approved by an Amendment, and any applicable termination transition Services provided in Section 27.7 (Termination Transition Services), and subject to any rights to the Source Materials granted under Section 4 (Escrow of Source Materials).

28. MULTI-VENDOR ENVIRONMENT

28.1 CROSS-OVER ISSUES

Contractor acknowledges that it will be delivering the Services in a multi-vendor environment, with County and County Designee(s) providing services relating to County Systems. 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 actively provide and support tasks associated with operating and maintaining a collaborative approach to Cross-Over Issues in the same manner as if the Service relevant to the Cross-Over Issue was being provided in-house by County rather than by Contractor.

28.2 SERVICE INTERDEPENDENCIES

Contractor shall use commercially reasonable efforts to identify all work efforts and Deliverables of which Contractor has knowledge, whether performed by Contractor, subcontractors, Contractor third party vendors, County, or County Designee(s) 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 Services in accordance with the Specifications. Contractor shall implement processes to ensure 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 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.

28.3 CRITICAL PATH ESCALATION ISSUES

Critical Path Escalation Issues shall be identified and described in detail by Contractor or County (as appropriate) in writing and delivered electronically by one Party’s Project Manager or Project Director to the other Party’s Project Manager or Project Director. The Contractor Project Director and the County Project Director shall seek to resolve the issue(s) or implement a mutually agreed to corrective action plan and notify the County Project Director or designee and Contractor Project Director the escalation process has been initiated. If an agreed to resolution or corrective action plan as to a Critical Path Escalation Issue is not achieved by the second (2nd) Business Day after the date of delivery of the issue by Contractor or County (as appropriate), the issues shall be escalated to the County Project Director or designee and Contractor Project Director. Escalation requires that the Contractor Project Director and the County Project Director frame the escalated issue(s) concisely and submit a jointly prepared document that identifies areas of agreement, remaining areas of disagreement, resolution recommendations of each Party, and all relevant supporting information developed by the Parties relating to the Critical Path Escalation Issue. The County Project Director or designee and Contractor Project Director shall have a telephonic or in person conference to reach final resolution within two (2) Business Days after the joint escalation memorandum has been submitted.

29. MISCELLANEOUS

29.1 FORCE MAJEURE

- (a) Neither Party shall be liable for such Party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such Party or any of such Party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such Party (such events are referred to in this sub-paragraph as "**Force Majeure Events**").
- (b) Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a Force Majeure Event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Section 29.1 (Force Majeure), the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- (c) In the event Contractor's failure to perform arises out of a Force Majeure Event, Contractor agrees to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such Force Majeure Event.
- (d) In the event a Force Majeure Event continues for more than five (5) business days, County may terminate this Agreement by providing written notice to Contractor. Notwithstanding the foregoing, a Force Majeure Event will not relieve Contractor of its obligations under Sections 11 (Service Levels), 19 (Confidentiality), 20 (Security), and 22 (Disaster Recovery/Business Continuity); however, County will not impose Service Level Credits during a Force Majeure Event.

29.2 UCITA; SELF-HELP REMEDIES

The Uniform Computer Information Transactions Act ("**UCITA**") shall not apply to this Agreement regardless of when and howsoever adopted, enacted and further amended under the laws of any jurisdiction whose laws may be deemed to apply. In the event that UCITA is adopted and enacted in California or any other jurisdiction whose laws may be deemed to apply and, as a result of such adoption and enactment or any subsequent amendment thereto, the Parties are required to take any action to effectuate the result contemplated by this provision, including amending this Agreement, the Parties agree to take such action as may be reasonably required, including amending this Agreement accordingly. Contractor expressly waives any rights it may have under any applicable law to exercise any means of self-help, electronic or otherwise, with respect to any software provided hereunder, including any self-help remedies provided for under UCITA regardless of when and howsoever adopted, enacted or further amended under the laws of any jurisdiction whose laws may be deemed to apply.

29.3 NOTICES

- (a) All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the Parties at the

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

- (b) The County Project Director shall have the authority to issue all notices or demands which are required or permitted to be issued by County under this Agreement.
- (c) All notices shall be sent by one of the methods specified above, to the following:
 - (i) To County, notices shall be sent to the attention of the County Project Director at the respective addresses specified in Exhibit W (County Key Personnel).
 - (ii) To Contractor, notices shall be sent to the attention of the Contractor Project Manager at the address specified in Exhibit J (Contractor Key Employees).
- (d) Each Party may change the names of the people designated to receive notices pursuant to this Section 29.3 (Notices) by giving written notice of the change to the other Party, subject to County's right of Approval in accordance with Exhibit T (Project Team and Governance).

29.4 INTERPRETATION

- (a) All Exhibits, Statements of Work, Attachments, and Schedules that are referenced herein and appended hereto, or are signed by the Parties on or after the date of this Agreement and by their express terms are to be part of this Agreement, are hereby incorporated by reference. The Exhibits, Statements of Work, Attachments, and Schedules set forth in the Exhibit list above are attached hereto and incorporated herein.
- (b) In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, subtask, Deliverable, goods, service, or other Service, or otherwise, between or among any of the body of this Agreement (For purposes of determining conflicts between parts of this Agreement, Exhibit M (Additional Hosting Services Terms and Conditions) shall be deemed to be part of the body of this Agreement), Statements of Work, Exhibits, Attachments, and Schedules, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement, and then to the Statements of Work, Exhibits, Attachments, and Schedules according to the following descending priority:
 - (i) Exhibit G (Glossary);
 - (ii) Exhibit A (Statement of Work);
 - (iii) Exhibit E (Service Levels and Performance Standards);
 - (iv) Exhibit C (Fees; Contractor Professional Services Rates);
 - (v) Contractor's response to the RFP; and
 - (vi) All other Exhibits, Attachments and Schedules.

- (c) When an industry standard or commonly referenced business process (such as HL7 protocols, SSAE 18 Type II or AT 101 Type II audits or ISO-17799 standards) referenced in this Agreement, is succeeded by a differently named or numbered standard or process, that successor standard or process is incorporated herein as if it were referenced by its new name or number in this Agreement.

29.5 ENTIRE AGREEMENT

This Agreement and the Statements of Work, Exhibits, Attachments, and Schedules to this Agreement, as to its subject matter, exclusively and completely states the rights, duties, and obligations of the Parties, and supersedes any and all prior and contemporaneous representations, letters, proposals, discussions, agreements, and understandings, whether written or oral, by or between the Parties. This Agreement may only be amended in a writing signed by both Parties in accordance with Section 13 (Changes to Agreement). The Parties, by their representatives signing below, agree with the terms of this Agreement. In particular, no shrink-wrap, click-wrap, or other terms and conditions or agreements ("**Additional Terms**") provided with any products or software hereunder shall be binding on County, even if use of such products and software requires an affirmative "acceptance" of those Additional Terms before access is permitted. All such Additional Terms shall be of no force or effect and shall be deemed rejected by County in their entirety.

29.6 WAIVERS

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

29.7 GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, without regard to its conflict of law provisions. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the Los Angeles County.

29.8 COMPLIANCE WITH APPLICABLE LAWS

- (a) In the performance of this Agreement, Contractor shall comply with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.
- (b) Contractor shall indemnify, defend, and hold harmless County, and its officers, employees, and agents, from and against any and all third party 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, or its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under

this Section 29.8 (Compliance with Applicable Laws) 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 other equitable relief, or make any admission, in each case, on behalf of County without County's prior written Approval.

29.9 REQUIRED CERTIFICATIONS

Contractor shall obtain and maintain in effect during the Term of this Agreement all licenses, permits, registrations, accreditations, and certificates required by all federal, State, and local laws, ordinances, rules, regulations, guidelines, and directives, which are applicable to Contractor's Services under this Agreement. Contractor shall further ensure that all of its officers, employees, agents, and subcontractors who perform services hereunder, shall obtain and maintain in effect during the Term of this Agreement all licenses, permits, registrations, accreditations and certificates which are applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation, and certificate required by all applicable federal, State, and local laws, ordinances, rules, regulations, guidelines, and directives shall be provided, in duplicate, to the County Project Director in accordance with Section 29.3 (Notices).

29.10 CONSTRUCTION

All captions, paragraph, and section headings used in this Agreement are for reference purposes only and are not part of this Agreement, and shall not be used in construing this Agreement. Neither this Agreement nor any Statement of Work, Exhibit, Attachment, or Schedule will be construed in favor or against either Party by reason of the authorship of any provisions hereof.

29.11 SEVERABILITY

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

29.12 AGREEMENT DRAFTED BY ALL PARTIES

This Agreement is the result of arm's length negotiations between the Parties. Consequently, each Party has had the opportunity to receive advice from independent counsel of its own choosing. This Agreement shall be construed to have been drafted by all Parties such that any ambiguities in this Agreement shall not be construed against either Party.

29.13 COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the Parties as of the Effective Date at such time as all the signatories hereto have signed a counterpart of this Agreement.

29.14 DAYS

Unless expressly provided otherwise, all references to "days" refer to calendar days.

29.15 ASSIGNMENT AND DELEGATION

29.15.1 ASSIGNMENT BY CONTRACTOR

- (a) Contractor shall not assign, transfer or delegate its rights or obligations under this Agreement without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Section, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the Parties. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.
- (b) Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.
- (c) Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written Approval, shall be a material breach of this Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor

29.15.2 ASSIGNMENT BY COUNTY

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

29.16 COOPERATION IN REGULATORY COMPLIANCE

Contractor shall reasonably cooperate with County with regard to regulatory compliance matters relating to the Licensed Software, Services, and/or Deliverables. Such cooperation shall include, but is not limited to, the following: (a) responding in good faith to reasonable requests to change or modify this Agreement as set forth in Section 13 (Changes to Agreement) as it relates to County's regulatory compliance; and (b) providing documentation, including system audit information and incident response reports, to validate ongoing compliance by Contractor with its security and confidentiality obligations hereunder. Additionally, on request by County, Contractor shall submit to County all, or any portion of, Work Product for County's review for regulatory compliance and shall not make the material publicly available until such time as County has provided its written authorization.

29.17 TERMINOLOGY

All personal pronouns used herein, whether used in the feminine, masculine, or neuter gender, shall include all other genders, and the singular shall include the plural and vice versa. Unless otherwise expressly stated, the words "herein," "hereof," and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Section, Subsection, or other subpart. The words "include," "includes," "included," "including," "without limitation," or the phrase "e.g." shall not be construed as terms of limitation and shall, in all instances, be interpreted as meaning "including, but not limited to."

29.18 ELECTRONIC SIGNATURES AND FACSIMILES BINDING

This Agreement and associated Statement(s) of Work and related documents may be accepted in electronic form (e.g., by an electronic or digital signature or other means of demonstrating assent) and Contractor's acceptance will be deemed binding between the Parties. Contractor acknowledges and agrees it will not contest the validity or enforceability of this Agreement and associated Statement(s) of Work and related documents, including under any applicable statute of frauds, because they were accepted and/or signed in electronic form. Contractor further acknowledges and agrees that it will not contest the validity or enforceability of a signed facsimile copy of this Agreement and associated Statement(s) of Work and related documents on the basis that it lacks an original handwritten signature. Facsimile or electronic signatures shall be considered valid signatures as of the date hereof. Computer maintained records of a Party when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.

29.19 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, Contractor and County agree that, during the Term of this Agreement and for a period of one (1) year thereafter, neither Party shall in any way intentionally induce or persuade any employee of one Party to become an employee or agent of the other Party. No bar exists against any hiring action initiated through non-targeted solicitation in the ordinary course of business, which would include a public announcement.

29.20 CONTRACTOR PERSONNEL INJURIES

In the event Contractor Personnel are injured or hurt while rendering the Services, whether onsite at County or otherwise, Contractor's workers compensation coverage shall be the exclusive remedy for the Contractor Personnel as it relates to County and neither the Contractor Personnel nor the relevant workers compensation insurer shall have any right to subrogation, contribution, or compensation from County. Further, Contractor hereby agrees to fully indemnify, defend, and/or hold harmless County and its directors, officers, agents, employees, members, subsidiaries, and successors in interest from any and all claims, demands, causes of action, damages, and injuries of whatsoever nature brought, claimed, or suffered by any Contractor Personnel relating to any such injuries or harm. Should County be required to bring an action against Contractor for Contractor's failure to meet the obligations described herein, County may seek recovery of all reasonable attorneys' fees and costs incurred in enforcing this provision.

29.21 NON-EXCLUSIVITY

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

29.22 CONFLICT OF INTEREST

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

29.23 EMPLOYMENT ELIGIBILITY VERIFICATION

- (a) Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- (b) Contractor shall indemnify, defend, and hold harmless, County, and its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

29.24 PUBLIC RECORDS ACT

- (a) Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Section 15.10 (Record Retention and Inspection/Audit Settlement) of this Agreement; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Agreement, become the exclusive property of County. All such documents become a matter of public record and shall 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". 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.
- (b) In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

29.25 CONTRACTOR PERFORMANCE DURING CIVIL UNREST AND DISASTER

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

Agreement, including Section 29.1 (Force Majeure), full performance by Contractor during any riot, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible without related danger to Contractor's or subcontractors' employees and suppliers. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely.

29.26 EXECUTIVE LEVEL CALLS

The parties agree that they will conduct an executive level call at least once every six (6) months during the Support Term to discuss project goals, objectives and expectations to the organization.

29.27 COVID-19 EXCEPTION TO ON-SITE PERFORMANCE OF SERVICES

This Agreement is being entered into by the Parties after the onset of the Coronavirus (also referred to as "**COVID-19**") outbreak with knowledge of the impacts and potential impacts of this event on the delivery of the Services. If either Party in good faith determines that Contractor's performance of any of the Services on-site would place the health or safety of Contractor Personnel or County Personnel at risk due to COVID-19, and safety procedures cannot mitigate the risk, then Contractor may perform such Services remotely until such safety risks are removed or appropriately mitigated.

30. **ADDITIONAL COUNTY REQUIRED TERMS**

30.1 BUDGET REDUCTIONS

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

30.2 COMPLIANCE WITH CIVIL RIGHTS LAWS

- (a) Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17); the Fair Employment and Housing Act, Government Code Section 12920-12922; and the Affirmative Action in County Agreements, Chapter 4.32 of the Los Angeles County Code to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, discriminate against any person in the performance of this Agreement.
- (b) Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable federal and state anti-discrimination laws and regulations.

- (c) Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable federal and state anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (d) Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation.
- (e) Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and state laws and regulations to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, discriminate against any person in its performance of this Agreement or under any project, program, or activity supported by this Agreement.
- (f) Subject to applicable laws, Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Section 30.2 (Compliance with Civil Rights Laws) when so requested by County.
- (g) If County finds that any provisions of this Section 30.2 (Compliance with Civil Rights Laws) have been violated, such violation shall constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement. A determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated federal or state anti-discrimination laws or regulations shall constitute a finding that Contractor has violated the anti-discrimination provisions of this Agreement.
- (h) The Parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Agreement, County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.
- (i) Contractor shall certify to, and comply with, the provisions of Exhibit R (Contractor's EEO Certification).

30.3 RECYCLED BOND PAPER

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

30.4 CONTRACTOR RESPONSIBILITY AND DEBARMENT

30.4.1 RESPONSIBLE CONTRACTOR

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

30.4.2 CHAPTER 2.202 OF THE LOS ANGELES COUNTY CODE

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

30.4.3 NON-RESPONSIBLE CONTRACTOR

County may debar Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County; (2) committed an act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against County or any other public entity.

30.4.4 CONTRACTOR HEARING BOARD

- (a) If there is evidence that Contractor may be subject to debarment, the Health Agency will notify Contractor in writing of the evidence, which is the basis for the proposed debarment, and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- (b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Health Agency shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- (c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- (d) If Contractor has been debarred for a period longer than five (5) years, Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
- (e) The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- (f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

30.5 COUNTY'S QUALITY ASSURANCE PLAN

County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Agreement terms and conditions and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement and corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

30.6 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

30.6.1 JURY SERVICE PROGRAM

This Agreement is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Appendix L.3 (Contractor Employee Jury Service) and incorporated by reference into and made a part of this Agreement.

30.6.2 WRITTEN EMPLOYEE JURY SERVICE POLICY

Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as that term is defined under the Jury Service Program (Section 2.203.020 of the Los Angeles County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the Los Angeles County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor regular pay for actual jury service.

For purposes of this Section 30.6 (Compliance with County's Jury Service Program), "Contractor" means a person, partnership, corporation, or other entity which has a contract with County or a subcontract with a County Contractor and has received or will receive an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Agreement, the subcontractor shall also be subject to the provisions of this Section 30.6 (Compliance with County's Jury Service Program). The provisions of this Section 30.6 (Compliance with County's Jury Service Program) shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the subcontract agreement.

30.6.3 JURY SERVICE PROGRAM ADDITIONAL TERMS

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

Contractor's violation of this Section 30.6 (Compliance with County's Jury Service Program) of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

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

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

30.8 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

- (a) Should Contractor require additional or replacement personnel after the Effective Date of this Agreement, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will review qualified candidate resumes. County will refer GAIN/GROW participants by job category to Contractor. For any positions located in the County of Los Angeles, Contractor shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.
- (b) In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

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

- (a) Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
- (b) As required by the County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the Term maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).
- (c) Failure of Contractor to maintain compliance with the requirements set forth in Section 30.9 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Section 27.2 (Termination for Material Breach) and pursue debarment of Contractor, pursuant to Los Angeles County Code Chapter 2.202.

30.10 SAFELY SURRENDERED BABY LAW

- (a) Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business.

- (b) Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. Exhibit S (County Ordinances and Policies) provides a link to the County's website where the Contractor can access posters and other campaign material.

30.11 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

Contractor shall notify its employees, and shall notify each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

30.12 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the Term, will maintain compliance with Los Angeles County Code Chapter 2.206.
- (b) Failure of Contractor to maintain compliance with the requirements set forth in Section 30.12 (Defaulted Property Tax Reduction Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Agreement or pursue debarment of Contractor, pursuant to Los Angeles County Code Chapter 2.206.

30.13 RESTRICTIONS ON LOBBYING

- (a) If any federal funds are to be used to pay for Contractor's Services under this Agreement, Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 U.S.C. §1352) and any implementing regulations, and shall ensure that each of its Subcontractors receiving funds provided under this Agreement also fully complies with all such certification and disclosure requirements.
- (b) Contractor, and each County lobbyist or County lobbying firm as defined in County Code Section 2.160.010 retained by Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which County may in its sole discretion, immediately terminate or suspend this Agreement at County's option, either for material breach under Section 27.2 (Termination for Material Breach) of this Agreement or for convenience under Section 27.4 (Termination for Convenience) of this Agreement.

30.14 STAFF PERFORMANCE WHILE UNDER INFLUENCE

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

30.15 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER-TIER COVERED TRANSACTIONS (2 C.F.R. PART 376)

Contractor hereby acknowledges that County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors, other principals, employees, or independent contractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its Subcontractors, at any tier, or any owners, officers, partners, directors, other principals, employees, or independent contractors of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor is responsible to reimburse County for all associated costs (repayment, fine, and penalty) that may be incurred as a result of inappropriate claims submitted by or on behalf of one of their staff or vendors who are excluded or suspended. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

30.16 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

The Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting Contractors from engaging in human trafficking.

If Contractor or a 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.

Disqualification of any member of the Contractor's staff pursuant to this Section 30.16 (Compliance with County's Zero Tolerance Policy on Human Trafficking) shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement

30.17 FEDERAL ACCESS TO RECORDS

If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(I)) is applicable, Contractor agrees that for a period of four (4) years following the furnishing of Services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, or to any of their authorized representatives, the Agreements, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of Services provided hereunder. Furthermore, if Contractor carries out any of the Services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract

agreement shall provide for such access to the subcontract agreement, books, documents, and records of the Subcontractor.

30.18 TIME OFF FOR VOTING

Contractor shall notify its employees, and shall require each Subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and Subcontractor shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

30.19 FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

30.20 CONTRACTOR ALERT REPORTING DATABASE (CARD)

County maintains databases that track and monitor Contractor's performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise an Agreement term extension option.

30.21 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- (a) This Agreement is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- (b) Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local SBE.
- (c) Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local SBE.
- (d) If Contractor has obtained certification as a Local SBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Agreement to which it would not otherwise have been entitled, shall:
 - (i) Pay to County any difference between the Agreement amount and what County's costs would have been if the Agreement had been properly awarded;
 - (ii) In addition to the amount described in subdivision (i), be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Agreement; and

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

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.

30.22 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

- (a) This Agreement is subject to the provisions of County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- (b) Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- (c) Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- (d) If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Agreement to which it would not otherwise have been entitled, shall:
 - (i) Pay to County any difference between the Agreement amount and what County's costs would have been if the Agreement had been properly awarded;
 - (ii) In addition to the amount described in subdivision (i), be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Agreement; and
 - (iii) Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.

30.23 DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

- (a) This Agreement is subject to the provisions of County's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- (b) Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Disabled Veteran Business Enterprise.

- (c) Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Disabled Veteran Business Enterprise.
- (d) If Contractor has obtained certification as a Disabled Veteran Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Agreement to which it would not otherwise have been entitled, shall:
 - (i) Pay to County any difference between the Agreement amount and what County's costs would have been if the Agreement had been properly awarded;
 - (ii) In addition to the amount described in subdivision (i), be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Agreement; and
 - (iii) Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.

30.24 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement.

31. **LIMITATIONS OF LIABILITY**

31.1 LIMITATION OF LIABILITY

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR USE INCURRED BY THE OTHER PARTY ARISING OUT OF THIS AGREEMENT.

The limitations of liability and exclusions of certain damages set forth in this Section 31 (Limitations of Liability) shall not apply to claims or liability arising from:

- (a) either Party's third-party indemnity obligations under this Agreement;
- (b) a breach by either Party of Section 19 (Confidentiality) or Section 20 (Security);
- (c) either Party's infringement of the other Party's intellectual property rights;
- (d) fines or penalties imposed by a governmental entity to the extent those fines or penalties arise from the Licensed Software failing to perform in accordance with the Specifications or acts or the failure to act by Contractor; and
- (e) conduct of a Party or its agents which is fraudulent, malicious, or willful misconduct.

31.2 DIRECT DAMAGES

The Parties agree that the following costs and damages, if incurred by either Party, shall be deemed direct damages and neither Party shall assert, and each is estopped from asserting, that they are special, indirect, incidental, consequential or exemplary damages, lost profits or other damages for which recovery is excluded:

- (a) In the event any County Data is destroyed, damaged, or lost as a result of the acts or inactions of Contractor, Contractor shall be responsible for the cost to repair or recreate such County Data and the costs of reloading data from last available back-up;
- (b) Third-party costs of performing work-arounds regarding a Service failure;
- (c) Costs of replacing lost, stolen or damaged goods or materials for which a Party is liable;
- (d) Fees and costs payable to an alternate source to procure similar replacement services from that alternate source as a result of a failure to perform, to the extent such fees and costs are in excess of the applicable charges; and
- (e) Overtime, straight time and related expenses and incremental allocated overhead incurred in connection with human resources (including travel, lodging and wages) as a result of a failure by Contractor to perform or provide all or a portion of the services required to mitigate or remediate in connection with the events listed in (a) through (c) above.

The Parties acknowledge that by defining the foregoing as direct damages, they are not precluding the recovery of other damages that may be determined by a court to be direct damages.

31.3 LIMITATION OF LIABILITY STEP DOWN

Commencing on the earlier of: (1) twelve (12) months after the date of Productive Use of the Licensed Software; or (2) twenty-four (24) months after the Effective Date, the amount of damages for which each Party may be liable to the other under this Section 31 (Limitations of Liability) shall, without further action of the Parties, be amended by the inclusion of the following paragraph at the end of Section 31 (Limitation of Liability):

“The Parties’ aggregate liability for all direct damages arising out of this Agreement, regardless of the form of the action or the theory of recovery, whether in contract or tort (including breach of warranty, negligence and strict liability in tort) shall not exceed Two Million Dollars (\$2,000,000), as to actions for which the first Primary Event giving rise to the liability occurred after the first of either of the two following events: (1) twelve (12) months after the date of Productive Use of the Licensed Software; or (2) twenty-four (24) months after the Effective Date. For purposes of this Section 31.3 (Limitation of Liability Step Down), the term “Primary Event” shall mean an event upon which a cause of action, claim or other liability can be based.”

[Signature provided on the following page]

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be executed by the County's Director of Health Services, or authorized designee, on behalf of the Health Agency, and Contractor has caused this Agreement to be executed on its behalf by its duly authorized officer(s), as of the Effective Date.

County of Los Angeles ("County")

By _____
Director of the Los Angeles County
Department of Health Services

**Strata Decision Technology LLC
("Contractor")**

By _____
Signature

Printed Name

Title

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By _____
Deputy



EXHIBIT A (STATEMENT OF WORK)

TO THE

COST ACCOUNTING AND DECISION SUPPORT SYSTEM AND SERVICES AGREEMENT

EXHIBIT A

STATEMENT OF WORK

The following Exhibits are attached to this Exhibit A (Statement of Work) and are hereby incorporated by reference:

- A.1 Cost Accounting and Decision Support System Statement of Work
- A.1.1 Cost Accounting Reports and Dashboards
- A.2 Support Services and Maintenance Statement of Work
- A.3 Licensed Software Requirements
- A.4 Acceptance Certificate



EXHIBIT A.1 (COST ACCOUNTING AND DECISION SUPPORT SYSTEM
STATEMENT OF WORK)

TO THE

COST ACCOUNTING AND DECISION SUPPORT SYSTEM AND SERVICES
AGREEMENT

EXHIBIT A.1

COST ACCOUNTING AND DECISION SUPPORT SYSTEM STATEMENT OF WORK

1. INTRODUCTION

This Exhibit A.1 (Cost Accounting and Decision Support System Statement of Work) (sometimes referred to in this Exhibit as **“this SOW”**) is an attachment and addition to the Cost Accounting and Decision Support System and Services Agreement, Agreement No. H-708846, (the **“Agreement”**) entered into by and between the County of Los Angeles (**“County”**) and Strata Decision Technology LLC (**“Contractor”**), and is incorporated in the Agreement by reference hereof. In the event of conflicting terms between the Agreement and this SOW, the terms of the Agreement shall prevail and nothing in this SOW shall modify or amend any provisions of the Agreement (including all components such as Statements of Work, Service Level Agreements, Exhibits, etc.) unless such modifications or amendments and the provisions of the Agreement which they modify or amend are specifically identified in this SOW and are Approved. This SOW includes any attachments hereto. Any capitalized terms not defined in this SOW shall have the meaning as used in the Agreement.

2. BUSINESS OBJECTIVES

The following summary of the Cost Accounting and Decision Support System (sometimes referred to as the **“CADS System”**) and Contractor’s obligations to provide the related Services to the implementation and training of the CADS System under this Statement of Work (**“SOW”**) are conditioned on such functionality being needed to satisfy the functional requirements set forth in Exhibit A.3 (Licensed Software Requirements). The CADS System will allow County to capture accurate costs of its services, such as the cost of patient encounters, down to the individual component level (e.g., labor, devices, drugs, supplies, and facilities). The completed CADS System will allow County to (i) compare costs per service and provider across each of its facilities individually, in combinations, and in aggregate and deliver reports and data insights to support analysis of the cost structure of County services; (ii) identify areas of County services with significant cost variances; and (iii) conduct analysis on staffing numbers, use of ancillary services, supplies, and other direct and allocated costs; (iv) analyze data to identify opportunities for performance improvement and growth; (v) develop financial models and reports to support what-if analysis and modeling; (vi) provide enterprise-wide business and financial support covering budget modeling, variance analysis, financial analysis, cost accounting, service line profitability, and related functionality. The specific examples of benefits to the County and the features and functions that the CADS System will enable the County to achieve are listed in Exhibit H (CADS System Business Objectives).

The business objective identified or referred to in this Section 2 (Business Objectives) are collectively referred to as **“Business Objectives”** and shall be incorporated into the Business Objectives in Recital D of the Agreement.

3. COST ACCOUNTING AND DECISION SUPPORT SYSTEM

This SOW describes the Licensed Software, Implementation, Hosting, Support and other Services to deliver the CADS System. The Deliverables in this SOW may be delivered such that Services may occur with regards to multiple tasks simultaneously.

The CADS System will be installed and interfaced as needed to deliver the Specifications, and in accordance with Sections 9.6 (Interfaces) and 17.1.15 (Integration Warranty) of the Agreement and the flat-file transfer specifications set forth in Exhibit L.1 (Flat-File Transfer Specifications).

The County data sources will be aggregated within the CADS System and displayed through a variety of analytics tools and dashboards.

3.1 SOW Team Structure and Resources

Contractor will provide a Project Staffing and Resource Management Plan (as specified under Subtask 1.2 (Create Project Staffing and Resource Management Plan) of this SOW). This plan will be utilized to establish fully loaded (identification of FTE equivalent or hours for all resources by Key Milestone) Contractor resource staffing commitments and to detail specific County resources (e.g. staffing, equipment, etc.) that will guide County on how best to allocate and deploy staff to this Project. Notwithstanding the forgoing, this is a fixed fee engagement and

the Contractor resources identified in the Project Staffing and Resource Management Plan do not limit the resources that may be required by Contractor.

3.2 Critical Success Factors

A number of factors are deemed critical to overall Project success. The Parties acknowledge that the following factors are critical to the success of this Project:

Strong Project Management — Effectively managing the Services provided under the Agreement to the Project Schedule and results to be achieved and managing issues, driving decisions, risk, dependencies, and resources in a manner to achieve the Project Schedule and the results.

Open Communication and Governance Structure Clearly Defined — Good and open communication must be established early. Governance, committee structure, and committee members must be defined early. Meeting schedules must also be established for the length of the Project.

Executive Leadership Involvement — It is imperative that executive leadership from Contractor, and County, be involved in the Project governance and meet at regular intervals to discuss the Project's progress and reach agreement on any key decisions that have been escalated to their level.

3.3 Schedule

The commencement date for this SOW will begin upon the Effective Date of the Agreement. This SOW is scheduled to be completed at the conclusion of the Project upon the Acceptance by the County Project Director of the Deliverables in this SOW.

Scheduled commencement dates, scheduled completion dates, and anticipated durations for tasks and subtasks will be developed as part of the Project Work Plan in accordance with Section 5.1 (Services and Deliverables Summary Table), Subtask 1.1 (Develop and Maintain Detailed Project Work Plan).

4. GENERAL RESPONSIBILITIES

For the Services provided under this SOW:

- (1) The Services will be performed by Contractor on-site at sites designated by County and off-site location(s) as agreed by the Parties in writing for specific activities.
- (2) Contractor will provide an Experience Executive and a key Project member (Contractor's Primary Consultant) in connection with the delivery of the Services for the periods of Service delivery identified in the Project Work Plan during normal business hours, 5:00 AM to 5:00 PM, Pacific Time, Monday through Friday, except County and Contractor recognized holidays, unless otherwise agreed by the Parties in writing. The Experience Executive will support the County from the initiation of the relationship through the Term. The Contractor's Primary Consultant will be dedicated through the Final Acceptance of the Services and involved with post Go-Live optimizations/modifications.
- (3) Contractor will provide, through web-based tools (including setting up a SharePoint for the County) and its system, implementation plans and methodologies, templates, and other tools as required to support the efficient and cost-effective execution of the Services defined in this SOW. This includes use of Contractor's Best Practices, generic templates, and lessons learned from other Contractor implementations.
- (4) Contractor will provide all Services in English.

4.1 Contractor Project Manager Responsibilities

Contractor will designate a Contractor Project Manager through Final Acceptance to whom all County communications may be addressed and who has the authority to represent and commit Contractor in connection with all aspects of this SOW.

The Contractor Project Manager's obligations include:

- (1) Establish and maintain communications through the County SOW Lead and Project governance structure;
- (2) Manage the delivery of Services and Service Interdependencies;
- (3) Notify County of any Contractor focal point or contacts for specific activities or tasks;
- (4) Manage and maintain the Project Work Plan that lists, as appropriate, the activities, tasks, assignments, Service Interdependencies, Key Milestones, Deliverables, and schedule;
- (5) Measure, track, and evaluate progress against the Project Schedule;
- (6) Work with the County SOW Lead to resolve deviations, if any, from the Project Schedule;
- (7) Coordinate and manage the activities of Contractor Personnel;
- (8) Report to the County SOW Lead problems and issues impacting Contractor's provision of the Services that require County's attention and resolution;
- (9) Coordinate resolution of all Service issues including those raised by the County SOW Lead and, as necessary, escalate such issues within the Contractor organization;
- (10) Administer the Project Control Document with the County SOW Lead;
- (11) Conduct regularly scheduled Project Status Meetings and prepare weekly Status Reports for the Services defined in this SOW; and
- (12) Assist in the preparation and conduct of monthly steering committee updates.

Contractor will perform these activities throughout the provision of the Services.

4.2 Specific County Tasks

4.2.1 County SOW Lead Responsibilities

The County will assign a lead for this SOW (referred to as the “**Cost Accounting and Decision Support System Lead**” or “**County SOW Lead**”). The County SOW Lead will:

- (1) Serve as the primary interface between the Contractor Project Manager and County for the tasks and Deliverables set forth in this SOW;
- (2) Review this SOW and the responsibilities of both County and Contractor with the Contractor Project Manager;
- (3) Coordinate, manage, and be responsible for the control of the activities of County personnel for this SOW;
- (4) Communicate to the Contractor Project Manager any changes that may materially affect Contractor's provision of the Services set forth in this SOW;
- (5) Coordinate with Contractor Project Manager on Contractor's efforts to resolve problems and issues related to the Services set forth in this SOW;
- (6) Work with the Contractor Project Manager to resolve deviations, if any, from the Project Work Plan related to this SOW;
- (7) Coordinate resolution of issues raised by the Contractor Project Manager pertaining to this SOW and, as necessary, escalate such issues within the County organization;
- (8) Serve as the interface between Contractor's Project team and all County departments participating in activities for the Services set forth in this SOW;
- (9) Notify Contractor of any County focal point or contacts for specific activities or tasks related to this SOW;

- (10) Ensure that tasks related to this SOW assigned to personnel within the County organization will be completed according to the timetable in the Project Schedule; and
- (11) Participate in selected Project status meetings with Contractor Project team members and schedule and coordinate attendance and participation of County personnel for interviews, meetings, and work sessions related to the completion of this SOW.

County may change the County SOW Lead by providing notification to the Contractor Project Manager with an introduction and handoff meeting to establish plans for a smooth transition.

4.2.2 Other County Responsibilities

County agrees to comply with its responsibilities as described in this SOW. Such obligations are to be performed at no charge to Contractor.

County will:

- (1) Provide County standard and available office space, furniture, and access to the internet supporting VPN for Contractor Personnel while working at County's facilities;
- (2) Locate the Contractor Personnel in an area near County subject matter experts and technical personnel, where feasible;
- (3) Provide necessary security badges and clearances for Contractor Personnel working at County's facilities; and
- (4) Make available staff with appropriate skills and experience to deliver County tasks as specifically set forth in this SOW.

5. SERVICES AND DELIVERABLES

5.1 Services and Deliverables Summary Table

The Services and Deliverables to be provided under this SOW are included in the following table and described in greater detail in Section 5.4 (Detailed SOW Tasks).

Task/Subtask Name	Deliverables/Milestones
Task 1 Project Initiation	
Subtask 1.1. Develop and Maintain Detailed Project Work Plan	Deliverable 1.1. Detailed Project Work Plan (Key Deliverable)
Subtask 1.2. Create Project Staffing and Resource Management Plan	Deliverable 1.2. Project Staffing and Resource Management Plan
Subtask 1.3. Conduct Project Initiation	Deliverable 1.3. Project Initiation Completed (Key Deliverable)
Subtask 1.4. Conduct Ongoing Project Management	Deliverable 1.4. Ongoing Project Management
Task 2 Design Cost Accounting and Decision Support System	
Subtask 2.1. Conduct Discovery Activities and Validate CADS System Requirements	Deliverable 2.1. Discovery Findings and Validated CADS System Requirements (Key Deliverable)
Subtask 2.2. Identify All Required Data Sources and Document Interface Requirements	Deliverable 2.2. Data Sources and Interface Requirements (Key Deliverable)
Subtask 2.3. Complete and Validate CADS System Data Import Design	Deliverable 2.3. CADS System Data Import Design (Key Deliverable)
Subtask 2.4. Document Reports List and Work Plan	Deliverable 2.4. Reports List and Work Plan (Key Deliverable)

Task/Subtask Name	Deliverables/Milestones
Subtask 2.5. Identify and Document All User Roles and Access Modalities	Deliverable 2.5. User Security Roles and Access Modalities
Subtask 2.6. Document Detailed Design for County CADS System	Deliverable 2.6. Detailed Design Document for County CADS System (Key Deliverable)
Task 3 Build and Implement Cost Accounting and Decision Support System	
Subtask 3.1. Stand Up the Domains Required for the CADS System	Deliverable 3.1. Required Domains for County CADS System Implemented
Subtask 3.2. Configure CADS System to Meet Requirements	Deliverable 3.2. CADS System Configured (Key Deliverable)
Subtask 3.3. Build Reports	Deliverable 3.3. Reports Built (Key Deliverable)
Subtask 3.4. Develop Interfaces for All Data Source Systems	Deliverable 3.4. Interfaces for All Data Source Systems Built (Key Deliverable)
Task 4 Testing	
Subtask 4.1. Develop Test Plan for Full Test Cycle	Deliverable 4.1. Test Plan for Full Test Cycle (Key Deliverable)
Subtask 4.2. Develop Test Scripts, Test Scenarios, and Test Catalog	Deliverable 4.2. Test Scripts, Test Scenarios, and Test Catalog
Subtask 4.3. Conduct Full Cycle Testing	Deliverable 4.3. Full Cycle Testing Completed (Key Deliverable)
Subtask 4.4. Plan and Conduct Reports Testing	Deliverable 4.4. Reports Testing Completed (Key Deliverable)
Subtask 4.5. Plan and Conduct Interfaces Testing	Deliverable 4.5. Interfaces Testing Completed (Key Deliverable)
Subtask 4.6. Resolve Test Issues and Defects	Deliverable 4.6. Issue Resolution Conducted
Task 5 Training	
Subtask 5.1. Develop Training Plan	Deliverable 5.1. Training Plan
Subtask 5.2. Develop Training Materials	Deliverable 5.2. Training Materials
Subtask 5.3. Conduct System Administrator and Help Desk Training	Deliverable 5.3. System Administrator and Help Desk Training Delivered
Subtask 5.4. Conduct Super User Training	Deliverable 5.4. Super User Training Delivered (Key Deliverable)
Task 6 Deployment	
Subtask 6.1. Develop and Validate Deployment Plan	Deliverable 6.1. Deployment Plan
Subtask 6.2. Conduct Deployment	Deliverable 6.2. Completed Deployment (Key Deliverable)
Subtask 6.3. Provide Go-Live Support and Transition to Production Support	Deliverable 6.3. Go-Live Support and Transition to Production Support Completed
Task 7 Project Close-Out Activities	
Subtask 7.1. Develop Project Close-out Checklist	Deliverable 7.1. Project Close-out Checklist
Subtask 7.2. Conduct CADS System Post Go-Live Assessment	Deliverable 7.2. CADS System Post Go-Live Assessment (Key Deliverable)

Task/Subtask Name	Deliverables/Milestones
Subtask 7.3. Achieve CADS System Final Acceptance	Deliverable 7.3. CADS System Final Acceptance
Subtask 7.4. Conduct Project Close-out	Deliverable 7.4. Project Close-out Completed (Key Deliverable)

5.2 Deliverable Development and Approval Process

This Section 5.2 (Deliverable Development and Approval process) specifies a repeating process for developing Deliverables for this SOW. Each Deliverable shall be developed in accordance with the following Contractor's obligations, which shall be subtasks to each individual task:

- (1) All Deliverables must be developed in the form and format agreed to by County and Contractor using a Deliverables Expectations Document (also referred to as a "DED") Approved by County. As each Project Deliverable is submitted, Contractor must include a copy of the Project DED as the cover sheet. A template to be used for each DED during this Project can be found in Section 5.5 (Project Deliverable Expectations Document Template) of this SOW.
- (2) Develop agendas, and coordinate scheduling with County, for all necessary events (e.g., workshops, meetings) for the development and completion of the Deliverable.
- (3) Facilitate events (e.g., workshops, meetings) as required for the development and completion of each Deliverable.
- (4) Record and analyze the input received from all events (e.g., workshops, meetings, and learning sessions) and distribute results or minutes for review to event participants.
- (5) Prepare drafts of the Deliverables for County for review.
- (6) Provide a structured process for County to provide feedback on drafts, including events, as appropriate.
- (7) Compile and incorporate County feedback to the draft Deliverable and prepare a revised Deliverable.
- (8) Distribute the revised Deliverable to County for review; obtain and analyze County feedback as above, and repeat if necessary.
- (9) Complete a final version of the Deliverable including, prior to distribution for Approval by County, validation by Contractor that the Deliverable conforms to the Specifications and meets the Acceptance Criteria.

After receipt of a Deliverable from Contractor, the County SOW Lead or designee shall notify the Contractor Project Manager and assigned Project team resources in writing as to any specific changes requested (together with a reasonably detailed explanation of the reasons why the Deliverable should be modified) in as expeditious a time frame as possible given the nature of the Deliverable and the schedule. Unless a change is disputed, Contractor shall make all changes described in a timely manner so as to not adversely impact the schedule under the Project Work Plan. Upon completion of such changes, the Deliverable shall be provided to County with a request for Acceptance. County shall notify Contractor of its Acceptance or rejection in a time frame that is practical and reasonable given the nature, criticality, and complexity associated with the Acceptance Testing/review.

5.3 Support Services

For the avoidance of doubt, the CADS System shall be deemed Licensed Software under this Agreement, and subject to the representations, and warranties as set forth in the Agreement.

Support and maintenance for the CADS System will be provided in accordance with the Services identified in Task 2 (Maintenance and Operations) set forth in Exhibit A.2 (Support Services and Maintenance Statement of Work), and the term "Support Services" in the Agreement as applied to the CADS System shall refer to such Services.

5.4 Detailed SOW Tasks

Task 1 Project Initiation	
Task Description	
<p>Contractor will develop a CADS System Project Work Plan. The team members from Contractor, County, and external stakeholders will be introduced and their specific roles will be described through activities including a Project Initiation Session. A CADS System-specific introduction and training will be provided for the County personnel working on this SOW (referred to in this Exhibit as the “Cost Accounting and Decision Support System Workgroup” or “County Workgroup”) and the Cost Accounting and Decision Support System Workgroup will be introduced to various Contractor tools and methodologies, and Best Practice recommendations that will be used throughout this SOW.</p>	
Subtasks/Deliverables	
<p>Subtask 1.1 Develop and Maintain Detailed Project Work Plan</p> <p>Prior to execution of the Agreement, the Contractor will develop an Initial Project Work Plan (PWP) for the CADS System Project. The PWP shall include:</p> <ul style="list-style-type: none"> • Deliverables, tasks, and subtasks; • Associated dependencies among Deliverables, tasks, and subtasks within this SOW and across all related work streams; • Key Personnel assigned; • Aggregate resources and resource hours by Key Milestone required to deliver the Services per the Project Work Plan; • Start and completion dates for each Deliverable, task, and subtask; • Acceptance Criteria for each Deliverable; and • Milestones and Key Milestones. <p>Following execution of the Agreement, the Contractor will review the initial PWP with County project management and leadership for familiarization and to gather feedback.</p> <p>The Contractor will incorporate County feedback and update and present a final PWP as initial baseline.</p> <p>The Contractor will maintain the PWP throughout the duration of this SOW and hold regular PWP review sessions or incorporate the PWP into ongoing project meetings.</p>	<p>Deliverable 1.1 Detailed Project Work Plan</p> <ul style="list-style-type: none"> • Initial Project Work Plan • Final baseline Project Work Plan <p>Acceptance Criteria</p> <ul style="list-style-type: none"> • Contractor completes review of draft Project Work Plan with Key County Individuals as identified by the County SOW Lead. • Timelines detailed in the Project Work Plan are realistically achievable with reasonable effort as determined by County. • Final baseline Project Work Plan incorporates, and is consistent with, County feedback. • Final baseline Project Work Plan addresses all elements described in Subtask 1.1 (Develop and Maintain Detailed Project Work Plan). • Final baseline Project Work Plan is delivered in accordance with the Agreement, Specifications and agreed delivery date, and has been Approved by County.
<p>Subtask 1.2 Create Project Staffing and Resource Management Plan</p> <p>The Contractor will initiate this Subtask by identifying all applicable organizational, departmental, consulting, contractor, and vendor stakeholders.</p> <p>Contractor will create a Project Staffing and Resource Management Plan for all project steps for County including:</p>	<p>Deliverable 1.2 Project Staffing and Resource Management Plan</p> <ul style="list-style-type: none"> • Initial and updated Project Resource requirements and estimates • Project Staffing and Resource Management Plan <p>Acceptance Criteria:</p>

<ul style="list-style-type: none"> Resources and staffing levels required for the Cost Accounting and Decision Support System SOW; Short descriptions of positions identified in the Project Staffing and Resource Management Plan; Project Organizational Chart that aligns with Contractor Licensed Software, Third-Party Products, and work streams documented in the SOWs; Reporting relationships; Description of other resources such as conference rooms, training rooms, connectivity, calendars, etc.; Education Tracker to monitor training received or required for specific County staff/roles; and Guidelines for knowledge transfer between County personnel as they change roles, leave, or join the Project. <p>The Plan shall reflect all roles, responsibilities, and activities in the CADS System Project Work Plan.</p> <p>Contractor will develop a draft Project Staffing and Resource Management Plan and submit it to County for review and feedback.</p> <p>Contractor will incorporate County feedback, proposed changes into the Project Staffing and Resource Management Plan, and submit a final version to County for Approval.</p>	<ul style="list-style-type: none"> Contractor completes review of draft Project Staffing and Resource Management Plan with Key County Individuals as identified by the County SOW Lead. Final Project Staffing and Resource Management Plan incorporates, and is consistent with, County feedback. Final Project Staffing and Resource Management Plan addresses all elements described in Subtask 1.2 (Create Project Staffing and Resource Management Plan). Final Project Staffing and Resource Management Plan is delivered in accordance with the Agreement, Specifications, and agreed delivery date, and has been Approved by County.
<p>Subtask 1.3 Conduct Project Initiation</p> <p>Contractor will conduct an Initiation Session (Kickoff event) to provide an introduction to the Services covered by this SOW to the County Executive Leadership and County resources required to complete the tasks in this SOW. The Kickoff event will include discussion of, the timelines, dependencies and nature of the work effort that will be required to implement this SOW.</p> <p>Before the Project Initiation Session, Contractor will:</p> <ul style="list-style-type: none"> Work with County to identify all Contractor and County resources required to complete the tasks outlined in this SOW; Jointly review and finalize participant list no later than four (4) weeks prior to the Kickoff event; Develop an agenda/schedule for the Kickoff event; and Review and finalize materials for the Kickoff event with County no later than one (1) week prior to the Kickoff event. <p>Contractor will conduct the CADS System Initiation Session as follows:</p>	<p>Deliverable 1.3 Project Initiation Completed</p> <ul style="list-style-type: none"> Project kickoff event Final list of participants for Cost Accounting Kickoff event Project kickoff event materials Report documenting Cost Accounting and Decision Support System SOW dependencies List of County Workgroup members who attended the CADS System Kickoff event Kickoff Event Summary Report <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> The CADS System Kickoff Event Summary Report has been Approved by County. Report documenting Cost Accounting and Decision Support System SOW dependencies that addresses all elements described in Subtask 1.3 (Conduct Project Initiation). Report documenting Cost Accounting and Decision Support System SOW dependencies has been Approved by County.

<ul style="list-style-type: none"> • Provide background and overview of the CADS System, including any possible challenges and anticipated success criteria; • Review tasks, Deliverables, and Milestones for the development of the CADS System design and implementation activities; and • Provide training on data collection and design decision tools, processes, and methodologies, along with Best Practice recommendations, that will be used to accomplish the activities under this SOW. <p>After the initiation session, Contractor will prepare a Kickoff Event Summary Report and a report documenting Cost Accounting and Decision Support System SOW dependencies for review and Approval by County.</p>	
<p>Subtask 1.4 Conduct Ongoing Project Management</p> <p>Contractor will conduct ongoing project management activities for the duration of the Services provided under this SOW and will provide the following Project Control Documents:</p> <ul style="list-style-type: none"> • Maintain Project Work Plan (developed in Subtask 1.1); • Coordinate work efforts related to this SOW with other Contractor and County initiatives (e.g., EHR System Upgrades, Enhancements, etc.); • Perform Error Management; • Manage and Develop Communications; • Perform Risk Management; • Manage staffing and resources consistent with the Project Staffing and Resource Management Plan (developed in Subtask 1.2); • Perform configuration and technology change management; • Perform Issue Management; • Perform Project Change Management; • Perform Quality Management; • Perform Deliverables Management; • Develop Status Reports and Conduct Status Meetings; and • Maintain the solution architecture document consisting of recommended configurations, integrations, workflows, and technologies as identified. <p>The Contractor will provide Resources to execute all Project Management tasks, functions and activities described in Task 1 (Project Initiation).</p>	<p>Deliverable 1.4 Ongoing Project Management</p> <ul style="list-style-type: none"> • Bi-weekly status reports, or according to an agreed-upon schedule, and as requested by stakeholder groups • Execution of activities identified within each Project Control Document sub-plan • Defined Project Management Office structure in alignment with project structure and DHS established governance • Updates to Project Control Documents and other Project plans <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Contractor completes review of draft Project Control Documents with Key County Individuals as identified by the County SOW Lead. • Final Project Control Documents and Project Management activities incorporate, and are consistent with, County feedback. • Final Project Control Documents and Project Management activities address all elements described in Subtask 1.4 (Conduct Ongoing Project Management). • Final Project Control Documents and Project Management activities are delivered in accordance with the Agreement, Specifications and agreed delivery date, and have been Approved by County. • Project Control Documents are regularly maintained and include clearly defined and explained tasks and subtasks.

The Contractor will establish a Project Management Office (PMO) structure aligned with County project team and DHS established governance to ensure all project management functions and activities are carried out effectively.	
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Task 2 Design Cost Accounting and Decision Support System	
Task Description	
Contractor will provide the Services to design the CADS System. As part of this task, the Contractor will conduct discovery and design activities for the CADS System.	
Subtasks/Deliverable	
<p>Subtask 2.1 Conduct Discovery Activities and Validate CADS System Requirements</p> <p>Contractor will conduct Discovery Activities in preparation for the CADS System deployment activities. This will, at a minimum, include:</p> <ul style="list-style-type: none"> Identify County's organizational and technical basis; and Validate the structure and content of County's interface files from the data source Systems, to ensure they contain the data elements needed for the CADS System. <p>Contractor will conduct Requirements Validation Activities in preparation for the CADS System deployment activities. This will, at a minimum, include:</p> <ul style="list-style-type: none"> Conduct workshops for validation of CADS System Requirements with County SMEs; Identify any missing, unclear, or extraneous requirements; Update and validate CADS System Requirements with County SMEs; and Document changes to requirements and final validated. 	<p>Deliverable 2.1 Discovery Findings and Validated CADS System Requirements</p> <ul style="list-style-type: none"> Completed Discovery Activities Completed Discovery Activities Findings Report <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> Deliverable addresses all elements described in Subtask 2.1 (Conduct Discovery Activities and Validate CADS System Requirements). The Discovery Activities Findings Report has been Approved by County. The list of validated requirements has been Approved by County.
<p>Subtask 2.2 Identify All Required Data Sources and Document Interface Requirements</p> <p>Contractor and County will confirm the list of required data sources as identified in Exhibit L (Interfaces) (or their successor systems) is complete. To the extent additional data sources are identified that are not on Exhibit L (Interfaces), they will be added and built as part of the Services.</p> <p>Contractor and County will determine how each data source will be extracted from the applicable source system into flat-files that can be successfully migrated</p>	<p>Deliverable 2.2 Data Sources and Interface Requirements</p> <ul style="list-style-type: none"> Required data sources Interface Specifications Document for each Interface Process for uploading data from sources where no automated interface exists or can be built Draft list of data sources and interfaces Final list of data sources and interfaces

Task 2 Design Cost Accounting and Decision Support System

to the CADS System. County and Contractor will confirm the format(s) for the flat-file extracts of the County's source systems identified in Exhibit L.1 (Flat-File Transfer Specifications).

County and Contractor will determine how the flat-file data extracts will be loaded into the CADS System and transformed by the CADS System to enable the CADS System to meet the Specifications.

Contractor will draft functional and technical Specifications for each required Interface ("**Interface Specifications Document**") that specify the following:

- Name and high level description of the County device/system with which an Interface is required, and a description of the purpose and function of the Interface;
- Requirements of the Licensed Software to receive required elements and values;
- Detailed description of what data and data formats the Interface can or cannot accommodate, the impact to the Licensed Software, and alternatives where required;
- The technologies and approaches that DHS will use (and that have been validated by Contractor) to build the source data extract and flat-file creation scripts for the data that will be migrated by the Interface;
- Any County source systems that Contractor has observed its clients experiencing problems developing flat-files for in the past;
- List of data content for Interfaces required for each County system/device;
- Requirements for mapping, aliasing, and/or transforming the raw data extracted from the County's source systems within the County's extract and flat-file generation scripts;
- Specifications for mapping, aliasing, and/or transforming the data after flat-file migration to conform to the applicable system and to the Licensed Software;
- Processes and requirements for Interface management, including Interface frequency (e.g. nightly), extract retention, extract validation, data loading and processing validation, and error handling;
- Specifications of the data and transport mechanisms (e.g. SFTP) required for the Interface transaction;

Acceptance Criteria:

- Contractor provides required technical resources in review session of draft deliverable with key County personnel.
- The Interfaces Specifications Document for each Interface incorporates, and is consistent with, County-provided input.
- The Interfaces Specifications Document for each Interface addresses all elements described in Subtask 2.2 (Identify All Required Data Sources and Document Interface Requirements).
- The Interface Specifications Document for each Interface has been Approved by County.
- The updates to the Risk Analysis Document address all elements described in Subtask 2.2 (Identify All Required Data Sources and Document Interface Requirements) and have been Approved by County.
- The Interface Specifications Document for each Interface that interacts with a third-party system includes information from the third-party vendor necessary for Contractor to build the Interface.

Task 2 Design Cost Accounting and Decision Support System

- Specifications for monitoring Interfaced data extracts and reporting requirements to County for transfer and load issues;
- Requirements for identification of exception types and exception processing of transactions;
- Specifications for downtime and recovery strategy for each Interface;
- Specifications for Interface connectivity;
- Include a draft future state data flow diagram;
- Bandwidth requirements and transaction volumes, jointly with County and Contractor Interface architect, County and Contractor Systems Engineer;
- The role and required contributions of applicable third-party vendors, if any, for the Interface (both to build and maintain the Interface); and
- For data sources that need to be uploaded manually (e.g., data sources that are typically uploaded automatically, but that need to be uploaded manually as part of a backup process), the process for uploading data from sources.

Contractor will (1) incorporate County feedback and proposed changes into the functional and technical Interface Specifications Document, including as required, coordination and cooperation with any applicable third-party vendors, and (2) submit a final version to County for Approval.

Subtask 2.3 Complete and Validate CADS System Data Import Design

Contractor will lead and guide County staff through the development and validation of the workflows, processes, source files, and data extract scripts required to be built for the implementation of the CADS System.

Contractor will provide an introduction and overview to the purpose, structure and intended functionality of the CADS System, with recommended best practices and standard source documents for the CADS System Data Import Design.

Contractor will provide the necessary tools to assist County with the following:

- Understanding the various sections of the CADS System;
- Identifying required data sources for the implementation of CADS System;

Deliverable 2.3 CADS System Data Import Design

- CADS System Data Import Design working sessions
- Draft List of data sources, workflows, processes, and source files
- Assist in the County's extraction, transformation, and transmission of the data source files needed to effectively utilize the CADS System
- Final CADS System Data Import Design and data source files Approved by County
- Final workflows and processes documented and Approved by County

Acceptance Criteria:

- Final CADS System Data Import Design incorporates County feedback and have Approved by County.

Task 2 Design Cost Accounting and Decision Support System	
<ul style="list-style-type: none"> • Providing instruction and guidance on structuring existing County data into the format necessary for successful upload; • Assisting the County in mapping of County data to the CADS System; • Providing instruction and guidance for County on the workflows and process of completing data files for implementation of the CADS System; and • Provide instruction and guidance for County on the workflows and processes for the ongoing maintenance of the data files. <p>Contractor will track and validate progress on completion of the source files on an ongoing basis. Contractor will facilitate a final review session with County of the CADS System Data Import Design prior to the initial upload of any data files into the CADS System.</p>	<ul style="list-style-type: none"> • Final data source files have been uploaded successfully to the CADS System, in accordance with the CADS System Data Import Design process. • Deliverable addresses all elements described in Subtask 2.3 (Complete and Validate Source Files).
<p>Subtask 2.4 Document Reports List and Work Plan</p> <p>Contractor will develop a final Reports List and Work Plan that includes the County’s requirements for CADS System reports that will need to be provided prior to Productive Use. To create this list, Contractor will do all of the following:</p> <ul style="list-style-type: none"> • Provide the County guidance/best practices to identify reports; • Review the initial Report List provided in Exhibit A.1.1 (Cost Accounting Reports and Dashboards); • Review standard Contractor system reports included in the CADS System; • Develop Report specifications for County required reports and collect sample reports; • Review Contractor’s recommendations for how to customize standard Contractor reports to meet any applicable County needs; • Submit a draft Reports List for County review; • Hold working sessions for each area and a follow-up session, as required, to determine the requirements for the CADS System Go-Live Reports and any gaps in Default Reporting capabilities; • Incorporate County feedback into the final list of all Reporting Requirements for the CADS System Go-Live Reports; • Submit the final Reports list; • Draft for County review a Reports Work Plan that satisfied both of the following: 	<p>Deliverable 2.4 Reports List and Work Plan</p> <ul style="list-style-type: none"> • Reports Working Sessions Agendas delivered in advance of the sessions • Draft Reports List • Final Reports List • Draft Reports Work Plan • Final Reports Work Plan <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Contractor completes review of draft Reports List and Work Plan with Key County Individuals as identified by the County SOW Lead. • Final Reports List and Work Plan incorporates, and is consistent with, County feedback. • Final Reports List and Work Plan addresses all elements described in Subtask 2.4 (Document Reports List and Work Plan). • Final Reports List and Work Plan is delivered in accordance with the Agreement, Specifications and agreed delivery date, and has been Approved by County.

Task 2 Design Cost Accounting and Decision Support System

<ul style="list-style-type: none"> ○ Includes a schedule and proposed resources for the specification, design, build, validation and testing of all reports on the CADS System Reports List; and ○ Aligns with Project Work Plan and Deployment Work Plan; ● Incorporate County feedback into the Reports Work Plan; and ● Submit the final Reports Work Plan. 	
<p>Subtask 2.5 Identify and Document All User Roles and Access Modalities</p> <p>Contractor will assist County in completing security data collection templates in collaboration with County.</p> <p>Contractor will review collected data and highlight issues and provide County with recommendations for addressing identified issues based upon Contractor Best Practices and other client experiences and approaches.</p> <p>Contractor will provide user security profiles documentation that includes:</p> <ul style="list-style-type: none"> ● Recommended approach to defining and documenting standardized user security profiles and required authorizations for system access, as well as for administrative access to “back office” solution components (e.g., databases, servers, production data, etc.); ● User roles for accessing Licensed Software, Third-Party Products, and Hosting Software; and ● Policies and procedures for provisioning and de-provisioning user identities based on Best Practices for identity and access management solutions which would be managed by the County. <p>In addition to documenting all User Roles and Access Modalities, the Contractor will conduct a full review with the DHS Chief Information Security Officer (DHS CISO) of the County Security Plan as to the CADS System. If needed, the Contractor will support and facilitate an update to the County Security Plan to reflect any and all changes impacted by the CADS System.</p> <p>Contractor will conduct a review session of the user security profiles documentation with County, including SMEs from all relevant SOWs and work streams.</p>	<p>Deliverable 2.5 User Security Roles and Access Modalities</p> <ul style="list-style-type: none"> ● Final data collection templates ● User Security Profiles Document ● User Security Profiles Document review session ● Updated Security, if necessary <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> ● User security profile documentation has been Approved by County. ● Contractor completes review of draft User Security Profiles Document with Key County Individuals as identified by the County SOW Lead. ● Final User Security Profiles documents incorporate, and are consistent with, County feedback. ● Final User Security Profiles documents address all elements described in Subtask 2.5 (Identify and Document All User Roles and Access Modalities). ● Final User Security Profiles Document is delivered in accordance with this Agreement, Specifications and agreed delivery date, and has been Approved by County. ● County Security Plan is updated, if necessary, based on discussion with CISO and is Approved by County.

Task 2 Design Cost Accounting and Decision Support System

Contractor will incorporate County feedback and proposed changes into the user security profiles documentation and submit a final version to County for Approval.

Subtask 2.6 Document Detailed Design for County CADS System

Contractor will develop a final Detailed Design Document that includes the County design specifications for the Licensed Software build based on the data collected and decisions made during the activities associated with Subtasks 2.1 through 2.5, inclusive, of this SOW and any design workshops with the County Workgroup necessary to complete the design.

For the avoidance of doubt, unless otherwise agreed in writing by the Parties, the “Detailed Design” process in this Section is to ensure delivery on the Specifications, and is not a process to create custom coding for functions that are not included in the Specifications.

The Licensed Software final Detailed Design Document shall include documentation on all design decisions, including:

- The key design decisions and desired outcomes related to the CADS System;
- The implications of key design decisions related to integration with existing third-party and County systems;
- The data collection and decision documents Approved by County;
- Whether the decision followed Contractor’s recommendation or not; and
- Justification for not following a Contractor recommendation.

Contractor will submit a draft Detailed Design Document for County review and facilitate a review session with the County Workgroup.

Contractor will solicit and incorporate County input into the draft final Detailed Design Document, then submit the final Detailed Design Document for County Approval.

Deliverable 2.6 Detailed Design Document for County CADS System

- Completed data collection
- List of participants, agenda, and findings from any design workshops
- Draft Detailed Design Document
- Final Detailed Design Document

Acceptance Criteria:

- Contractor completes review of draft Detailed Design Document with Key County Individuals as identified by the County SOW Lead.
- Content and functional coverage of system build is included in final Detailed Design Document.
- Final Detailed Design Document incorporates, and is consistent with, County feedback.
- Final Detailed Design Document addresses all elements described in Subtask 2.6 (Document Detailed Design for County CADS System).
- Final Detailed Design Document is delivered in accordance with the Agreement, Specifications and agreed delivery date, and has been Approved by County.

Task 3 Build and Implement Cost Accounting and Decision Support System

Task Description

Contractor will provide the Services to implement the CADS System and achieve Final Acceptance by County. As part of this task, the Contractor will conduct configuration and installation activities for the CADS System.

Subtasks/Deliverable

Subtask 3.1 Stand Up the Domains Required for the CADS System

Contractor shall stand up the Domains required for the CADS System.

Contractor will provide system architecture specifications that include:

- Information and database architecture;
 - Application architecture, including Downtime access architecture;
- Network architecture;
- Interface architecture;
- User access architecture;
- Network and system monitoring architecture;
- Backup and disaster recovery architecture; and
- Scalability and capacity planning during deployment and maintenance and operations taking into account County estimates for future expansion.

Contractor will:

- Lead and facilitate discussion with County regarding data structures, sources, and extracts, and mapping the data, and recommended approaches to ongoing training and testing after Go-Live.

Contractor will develop new system architecture specifications that include:

- Hardware and operating system specifications for County-owned or Approved devices.

Contractor will initiate and perform the tasks set forth in the Remote Hosting Services Plan and applicable SOWs necessary during all stages of the Project in accordance with the Agreement and Exhibit N (Additional Hosting Services Terms and Conditions), including:

- Design and build;
- Testing; and
- Training.

Contractor will ensure that the domains necessary for build, testing, training, and production are established and successfully tested in accordance with the applicable SOWs under this Agreement.

Deliverable 3.1 Required Domains for County CADS System Implemented

- Recommendations for data structures, sources, and extracts, and mapping the data
- Hosting Services provided
- Domains necessary for the build, testing, training, and production of the CADS System

Acceptance Criteria:

- Hosting services are provided as set forth in the Agreement and applicable SOWs.
- Delivery of recommendations for data structures, sources, and extracts, and mapping the data and review and discussion with County.
- Deliverable addresses all elements described in Subtask 3.1 (Stand Up the Domains Required for the CADS System).

Task 3 Build and Implement Cost Accounting and Decision Support System

Subtask 3.2 Configure CADS System to Meet Requirements

Contractor will configure the CADS System and content to meet the requirements of this SOW, including the final Detailed Design Document.

Specific Contractor activities include:

- Review all data source systems to ensure the setup is correct for appropriate linkage to the CADS System and assist County with any necessary changes as needed for the appropriate linkage to the CADS System;
- Report weekly on progress towards a complete build and alert County of any issues or risks; and
- Notify County when the CADS System has been fully configured to include all requirements related to the CADS System.

Deliverable 3.2 CADS System Configured

- Complete the CADS System Build
- Written weekly updates on status of release and defect fixes as part of the Project Status Report

Acceptance Criteria:

- County has validated that the CADS System build meets specifications as documented in the final Detailed Design Document and is ready for testing.
- Deliverable addresses all elements described in Subtask 3.2 (Configure CADS System to Meet Requirements).

Subtask 3.3 Build Reports

Contractor will build all required CADS System reports according to the final Reports List and Reports Work Plan defined in Subtask 2.4 (Document Reports List and Work Plan).

Contractor will:

- Map any Contractor provided standard reports to required County required reports from Subtask 2.4 (Document Reports List and Work Plan);
- Manage the build of all Cost Accounting reports using a Contractor-maintained reports tracker and provide written weekly progress reports against the Reports Work Plan and final Reports List under Subtask 2.4 (Document Reports List and Work Plan);
- Facilitate weekly reporting meetings (with the County, the workgroups, and with Contractor Personnel) to monitor the progress of creation of all Cost Accounting reports identified in the Reports Working Sessions under Subtask 2.4 (Document Reports List and Work Plan);
- Notify County regularly in writing on issues and risks identified related to the quality and schedule of reports being built, along with applicable resolution and mitigation activities;
- Advise and assist the County reporting team as needed; and
- Assist in troubleshooting issues with custom Cost Accounting reports in production.

Deliverable 3.3 Reports Built

- Report creation and maintenance
- Completed tracker of reports built
- Updated Reports Work Plan, if applicable
- Documentation that complete list of all Cost Accounting reports defined in Subtask 2.4 (Document Reports List and Work Plan) has been built and is ready for testing
- Documentation of weekly calls

Acceptance Criteria:

- Written weekly progress reports have been provided on the completion of the reports.
- Regular written notifications have been made of issues and risks related to the quality and schedule of reports listed on the final Reports list.
- Reports Work Plan has been completed for and includes any County review updates.
- All reports on final Reports List are completed and Approved for testing by County.
- Deliverable addresses all elements described in Subtask 3.3 (Build Reports).

Task 3 Build and Implement Cost Accounting and Decision Support System

Contractor will support County in the development of Cost Accounting reports, including review and validation of County-created Cost Accounting reports.

Subtask 3.4 Develop Interfaces for All Data Source Systems

For the flat-file extract Interfaces (i) identified in Exhibit L (Interfaces) as provided in Subtask 2.2 (Identify All Required Data Sources and Document Interface Requirements), and (ii) needed to deliver the CADS System, Contractor will (1) develop the Interface and extract specifications, (2) initiate the County designed workflows and processes to input the extracts on an ongoing basis and assist County in developing the data extract and flat-file generation scripts; and (3) build the Interfaces within the CADS System to load and process the flat-file extracts for use within the CADS System.

For all Interfaces, Contractor will:

- Update the Interface Specifications Document, including:
 - Name and high level description of the County system with which an Interface is required, and a description of the purpose and function of the Interface;
 - Requirements of the CADS System to receive required elements and values; including:
 - Elements and values required by County, the Contractor, and any third-party vendor; and
 - Detailed description of what the Interface can or cannot accommodate, and alternatives where required;
 - The technologies and approaches that DHS will use (and that have been validated by Contractor) to build the source data extract and flat-file creation scripts for the data that will be migrated by the Interface;
 - List of data content for Interfaces required for each County system;
 - Requirements for mapping, aliasing, and/or transforming the raw data extracted from the County's source systems within the County's extract and flat-file generation scripts;
 - Specifications for mapping, aliasing, and/or transforming the data after flat-file

Deliverable 3.4 Interfaces for All Data Source Systems Built

- Interface Release Schedule
- Interfaces built which conform to the functional and technical Interface Specifications Document
- Exception identification process and report
- Data map for the Data Repository

Acceptance Criteria:

- County Approved Interface Release Schedule.
- Interface build completion document provided by Contractor is Approved by County.
- The exception identification process and report have been Approved by County and will be available for County to use on an ongoing basis, even after the Project is transitioned to production support.
- Deliverable addresses all elements described in Subtask 3.4 (Develop Interfaces for All Data Source Systems).

Task 3 Build and Implement Cost Accounting and Decision Support System

<p>migration to conform to the applicable system and to the Licensed Software;</p> <ul style="list-style-type: none"> ○ Processes and requirements for Interface management, including Interface frequency (e.g. nightly), extract retention, extract validation, data loading and processing validation, and error handling; ○ Specifications of the data and transport mechanisms (e.g. SFTP) required for the Interface transaction; ○ Specifications of system operating requirements for the Interface; ○ Specifications for monitoring Interfaced data extracts, and reporting requirements to County for transfer and load issues; ○ Requirements for identification of exception types and exception processing of transactions; ○ Specifications for downtime and recovery strategy for each Interface; ○ Specifications for Interface connectivity including (as applicable): <ul style="list-style-type: none"> ▪ TCP/IP addresses; ▪ Ports and firewall rules; ▪ Client engines; and ▪ Security certifications/VPN; ○ System administrator account provisioning requirements for Interface access and control; ○ Bandwidth requirements and transaction volumes, jointly with County and Contractor Interface architect, County and Contractor Systems Engineer; and ○ The role and required contributions of applicable third-party vendors, if any, for the Interface (both to build and maintain the Interface); <ul style="list-style-type: none"> ● Track progress on Deliverables and report progress as well as issues and risks in the weekly Project Status Reports; ● Update and maintain a risk matrix related to the completion of Interfaces Specifications and alert County of any risks to schedule; ● Provide build Documentation and descriptions for successful ongoing maintenance and support of Contractor-provided Services. 	
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Task 3 Build and Implement Cost Accounting and Decision Support System

- Provide feedback and assistance to the County's development of source system extract and flat-file generation scripts;
- Perform an initial validation of the flat-file extracts and develop processes to automatically verify the completeness of the flat-file extracts and that the flat-file extracts deliver the required data as needed for the CADS System to meet the Specifications on an ongoing basis;
- Configure, code, and test all applications, application extensions, and data acquisition/Interfaces in accordance with the functional and technical Interface Specifications Document;
- Build custom tables for clinical data only within the CADS System as applicable to enable the CADS System to utilize the Interface data as described in Exhibits A.1.1 (Cost Accounting Reports and Dashboards) and A.3 (Licensed Software Requirements); and
- Contractor will notify County once each Interface build as documented in the Interfaces Specifications is complete.

Contractor will develop a process to validate the integrity of the data loaded through each interface. This process will include an exception report through which County can determine the points of failure. Contractor will develop and provide a data map for County's content in the Data Repository.

Task 4 Testing

Task Description

Contractor will develop a comprehensive Test Plan with input and participation from County covering all testing necessary to confirm that the Licensed Software, Third-Party Products, Modules, and all components of the CADS System function in an integrated fashion in accordance with the Specifications.

Contractor will provide Services with County input and participation to develop test scripts, test scenarios, associated test conditions and expected results for CADS System Testing.

Contractor will monitor the progress, and validate completion, of all prerequisites to the CADS System identified in the Test Plan. Contractor will assist County in performing End-to-End testing in accordance with the Test Plan developed in Subtask 4.1 (Develop Test Plan for Full Test Cycle).

Subtasks/Deliverables

Subtask 4.1 Develop Test Plan for Full Test Cycle

Contractor will develop a Test Plan document with input and participation from County that identifies all major aspects and phases of testing throughout the Project, including a test plan that specifically

Deliverable 4.1 Test Plan for Full Test Cycle

- Draft Test Plan
- Final Test Plan

Task 4 Testing

addresses testing for each entity (as needed). The Test Plan will include end-to-end testing for CADS System and reporting. In addition, the test plan will include testing for Additional Software, required to deliver the CADS System to ensure the CADS System operates in accordance with the Specifications.

The Test Plan will detail Contractor's approach to performing and/or supporting the following testing phases:

- Internal Validation; and
- Future State Validation.

The Test Plan will include a test approach for each testing phase and facility (as applicable). The test approach will include:

- Test overview including objectives and coverage;
- Testing control;
- Resourcing, including staffing (i.e., test user roles), infrastructure and communication protocols;
- Contractor and third-party vendor roles and responsibilities;
- How County will participate in the testing, including detailed roles and responsibilities;
- Test schedule with key dates and Deliverables;
- Identification of recommended prerequisites to begin each testing phase;
- Testing sequence and interdependencies between testing phases;
- Testing metrics (expected outcomes, including reports);
- Configuration management;
- Change control;
- Tester training;
- Exit criteria;
- Required artifacts that cover all applicable Domains, Venues and Locations, including:
 - Test scenarios (narrative); and
 - Test script template (step-by-step);
- Defect severity definitions;
- Procedures for defect identification, resolution, retesting and escalation; and communication related to each of these steps;
- Test tools, both Contractor provided and County owned; and
- Assumptions, issues and risks.

Contractor will develop a draft Test Plan and submit it to County for review and feedback.

Acceptance Criteria:

- Contractor completes review of draft Test Plan with Key County Individuals as identified by the County SOW Lead.
- Final Test Plan incorporates, and is consistent with, County feedback.
- Final Test Plan addresses all Test Plan elements described in Subtask 4.1 (Develop Test Plan for Full Test Cycle).
- Final Test Plan is delivered in accordance with the Agreement, Specifications and agreed delivery date, and has been Approved by County.

Task 4 Testing	
<p>Contractor will review and incorporate County feedback and proposed changes into the Test Plan and submit a final version to the County for Approval.</p> <p>Throughout the project, Contractor will review and update the Test Plan as required by County to increase testing effectiveness and efficiency and resolve testing problems, and submit any Test Plan updates to County for review and Approval</p>	
<p>Subtask 4.2 Develop Test Scripts, Test Scenarios, and Test Catalog</p> <p>Contractor will support County’s development of test scripts, test scenarios, associated test conditions, and expected results. Test script samples, template, and test scenarios will take into account departmental workflows, County-provided policies and procedures, County-provided actual scenarios, and cross-departmental processes, and activities across all Domains, Venues and Locations at County for CADS System testing in accordance with Subtask 4.1 (Develop Test Plan for Full Test Cycle).</p> <p>Contractor will:</p> <ul style="list-style-type: none"> • Provide County with samples of test scripts and test scenarios; • Work with County to identify and document relevant test scenarios; • Document test scenarios and test data requirements; • Support County in developing detailed test scripts built upon Contractor-provided samples; • Review and test County-adapted test scripts and recommend revisions to ensure scripts are comprehensive and effective to test all Licensed Software and Third-Party Product content and functionality; • Monitor progress on test script and development; • Validate completeness of test scripts and to ensure that test scripts and test scenarios take into account departmental workflows and County provided policies and procedures; • Notify County of any risks to schedule, quality or completeness of the test scripts and common test data being developed; • Identify systemic issues related to completion of test scripts or test data (e.g., time management, complexity, data quality, and training issues) and provide County with recommendations for 	<p>Deliverable 4.2 Test Scripts, Test Scenarios, and Test Catalog</p> <ul style="list-style-type: none"> • Sample test scripts • Final issue tracking form • Test script catalog <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Final Test Materials addresses all elements described in Subtask 4.2 (Develop Test Scripts, Test Scenarios, and Test Catalog). • Final Test Scripts, Test Scenarios, and Test Catalog is delivered in accordance with the Agreement, Specifications and agreed delivery date, and has been Approved by County.

Task 4 Testing	
<p>addressing them (e.g., through additional training and augmenting resources);</p> <ul style="list-style-type: none"> • Provide recommendations on grouping test scenarios and conditions into test cycles to maximize efficient test execution; • Develop issue tracking form; • Archive test scripts after all testing phases are completed; and • Deliver additional training on test scripts data development to County personnel as needed. <p>The test scenarios will include, but not be limited to, tests regarding the design and the proper functioning of the CADS System in accordance with the Specifications.</p> <p>Contractor will develop a test script template catalog and submit it to County for review, localization and feedback.</p> <p>Contractor will review and incorporate County feedback and proposed changes into the test script catalog and submit a final version to County for Approval.</p>	
<p>Subtask 4.3 Conduct Full Cycle Testing</p> <p>Contractor will assist County in conducting implementation testing, record progress, and validate completion of all prerequisites to CADS System testing identified in the Test Plan. Contractor will:</p> <ul style="list-style-type: none"> • Monitor the progress of all prerequisites to CADS System Testing identified in the Test Plan; • Use the test scripts selected and developed in Subtask 4.2 (Develop Scripts, Test Scenarios, and Test Catalog) to conduct Contractor Internal Validation prior to County's CADS System Testing; • Notify County of any issues, problems or incidents affecting the completion of any prerequisites to CADS System Testing in accordance with the timeline identified in the Test Plan; • Validate the completion of all CADS System Testing prerequisites identified in the Test Plan; and • Notify County when all prerequisites to CADS System Testing identified in the Test Plan have been completed. <p>Contractor will jointly decide with County through the governance process when the CADS System build is ready to move to End-to-End Testing.</p> <p>Contractor will perform CADS System Testing in accordance with the Test Plan and assist County in</p>	<p>Deliverable 4.3 Full Cycle Testing Completed</p> <ul style="list-style-type: none"> • Documentation of satisfaction of the prerequisites to CADS System Testing identified in the Subtask 4.1 (Develop Test Plan for Full Test Cycle) • Documentation of Contractor internal End-to-End Testing • CADS System Testing • Individual Phase Testing, Incremental Phase Testing (Test Phase 1 + Test Phase 2, etc.), System Test, and Integration Testing as set forth in the Testing Plan • Complete test documentation, including Error and defect log with documented resolution <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Contractor validated completion of all prerequisites to CADS System Testing identified in the Test Plan. • Contractor validated completion of CADS System Testing. • Contractor validated completion of all Go-Live Issues, Errors and defects logged in CADS System Testing.

Task 4 Testing

performing End-to-End Testing activities. Contractor will:

- Provide on-site support as provided in the Project Work Plan during County's CADS System Testing activities in accordance with Test Plan and test scripts developed in Subtask 4.1 (Develop Test Plan for Full Test Cycle) and Subtask 4.2 (Develop Scripts, Test Scenarios, and Test Catalog), respectively. In the event that testing support being provided remotely does not deliver the guidance needed by the County, County may require additional on-site support for the testing activities;
- Review log of Errors and defects as it relates to the Licensed Software, including the Licensed Software's database(s);
- Resolve all Errors and defects impacting Go-Live and support County personnel in troubleshooting issues;
- Assist County with re-testing defect fixes;
- Regularly communicate with County regarding status and schedule of CADS System Testing; and
- Document test results.

Contractor will monitor status and schedule of CADS System Testing and support re-testing resolved defects. Contractor will conduct daily wrap-up sessions that include:

- CADS System Testing progress update;
- Review of open issues; and
- Strategy and schedule for resolution of defects.

Contractor will assist County in conducting requirements of End-to-End Testing as identified in the Test Plan.

Throughout testing Contractor will:

- Provide ad hoc telephone, email, and in-person support to the County testing teams;
- Provide written regular ongoing progress reports on the progress of completion of Errors, defects and status of Change Requests through the Design, Approval, Build, and Test process; and
- Monitor progress of testing and provide County with advice to address issues arising, such as inability to meet timelines, lack of quality or attention in testing, the need for additional resources, test support, and management tools, etc.

- Test documentation has been Approved by County.
- Test Phase exit criteria have been achieved or exceptions have been documented and Approved by Project governance.
- The results of the above tests for the CADS System have been documented.
- Unit, System and End-to-End Testing for the CADS System have been completed and Approved by County.
- Deliverable addresses all elements described in Subtask 4.3 (Conduct Full Cycle Testing).

Subtask 4.4 Plan and Conduct Reports Testing**Deliverable 4.4 Reports Testing Completed**

Task 4 Testing

Contractor will develop a Reports Test Plan document with input and participation from County that identifies all major aspects of the testing of the reports required under this SOW.

The Test Plan will detail Contractor's approach to performing and/or supporting the following testing phases:

- Internal Validation; and
- Future State Validation.

The Test Plan will include a test approach for each testing phase and entity (as applicable). The test approach will include:

- Test overview including objectives and coverage;
- Testing control;
- Resourcing, including staffing (i.e., test user roles), infrastructure and communication protocols;
- Contractor and third-party vendor roles and responsibilities;
- How County will participate in the testing, including detailed roles and responsibilities;
- Test schedule with key dates and Deliverables;
- Identification of recommended prerequisites to begin each testing phase;
- Testing sequence and interdependencies between testing phases;
- Testing metrics (expected outcomes, including reports);
- Configuration management;
- Change control;
- Tester training;
- Exit criteria;
- Required artifacts that cover all Domains, Venues and Locations, including:
 - Test scenarios (narrative); and
 - Test script template (step-by-step);
- Defect severity definitions;
- Communication procedures for defect identification, resolution, retesting and escalation;
- Test tools, both Contractor provided and County owned; and
- Assumptions, issues and risks.

Contractor will develop a draft Test Plan and submit it to County for review and feedback.

Contractor will review and incorporate County feedback and proposed changes into the Test Plan and submit a final version to the County for Approval.

- Draft Test Plan
- Final Test Plan
- Documented results with County input and participation of each completed and tested report
- List of resolved Defects, including date of completion, retest results, and County Approval for each report
- County Approved built and tested reports
- Resolution of all outstanding defects defined as required for Acceptance of each report

Acceptance Criteria:

- Contractor completes review of draft Test Plan with Key County Individuals as identified by the County SOW Lead.
- Final Test Plan incorporates, and is consistent with, County feedback.
- Final Test Plan addresses all Test Plan elements described in Subtask 4.4 (Plan and Conduct Reports Testing).
- Final Test Plan is delivered in accordance with the Agreement, Specifications and agreed delivery date, and has been Approved by County.

Task 4 Testing

Throughout the project, Contractor will review and update the Test Plan as required by County to increase testing effectiveness and efficiency and resolve testing problems, and submit any Test Plan updates to County for review and Approval.

Based on the approach outlined in the Reports Test Plan, the County will test each report and identify defects and Omissions.

Contractor will:

- Provide ad hoc telephone, email, and on-site (per the Project Work Plan) support to the County testing teams;
- Monitor progress of testing and provide County with advice to address issues arising such as inability to meet timelines, lack of quality or attention in testing, the need for additional resources or test support, and management tools, etc.;
- Enter those defects and Omissions that are not entered directly by County personnel but that are instead, communicated by email to Contractor Test Lead for entering into Project Portal Online;
- Execute the Reports Test Plan;
- Utilize test scripts to test each report;
- Test the reports;
- Log issues and defects related to testing of reports;
- Resolve issues and defects;
- Provide updates on status of defect resolution and implementation of County Approved change requests on weekly calls; and
- Support County in re-testing resolved defects deployed by Contractor.

Subtask 4.5 Plan and Conduct Interfaces Testing

Contractor will develop and document an Interface Test Plan with input and participation from County that, at a minimum, includes:

- County-specific unit and system Test scripts for each Interface;
- Documentation of the appropriate tests which need to be conducted on the Interfaces;
- A test plan for unit and system testing of each Interface;
- Samples of Unit Test scripts (including test script for reviewing historical data where applicable) for Interfaces;

Deliverable 4.5 Interfaces Testing Completed

- Interface Test Plan
- Regular Updates of the Interfaces Specifications Document with at least each Interface Task deliverable submission
- Final Interface Specifications Document
- Documented results with County input and participation of each completed and tested Interface
- List of resolved Defects, including date of completion, retest results, and County Approval for each Interface

Task 4 Testing

- Identification and documentation of relevant test scenarios for each Interface;
- Identification and documentation of relevant test patient data, and regression test data; and
- Identification of any activities required by County team and third-party vendors for testing and validation of Interfaces and ensure that these activities have been assigned to the relevant team members/third-party vendors.

Contractor will review the Interfaces Test Plan with County and incorporate County feedback.

As each Interface is completed, the County will test the Interface and identify defects and Omissions.

Contractor will:

- Provide ad hoc telephone, email, and in person support to the County testing teams;
- Monitor progress of testing and provide County with advice to address issues arising such as inability to meet timelines, lack of quality or attention in testing, the need for additional resources or test support, and management tools, etc.;
- Enter those defects and Omissions that are not entered directly by County personnel but that are instead, communicated by email to Contractor Test Lead for entering into Project Portal Online;
- Execute the Interface Test Plan, including Unit Testing, and Integration Testing;
- Utilize test scripts to test each Interface;
- Test the Interfaces;
- Log issues and defects related to testing of Interfaces;
- Resolve issues and defects;
- Provide feedback and assistance to the County's correction of issues within the source system extract and flat-file generation scripts;
- Provide updates on status of defect resolution and implementation of County Approved change requests on weekly calls;
- Support County in re-testing resolved defects deployed by Contractor; and
- Jointly decide with County through the governance process when the Interface build is ready for moving to End-to-End Testing, based on:
 - Completeness of functionality and content; and
 - Severity of outstanding defects.

- County-Approved Completed Unit Testing and System Testing for each Interface
- County-Approved built and tested Interfaces
- Resolution of all outstanding defects defined as required for Acceptance of each Interface

Acceptance Criteria:

- The Interface Test Plan incorporates, and is consistent with, County-provided input.
- The Interface Test Plan has been Approved by County.
- Interfaces Specifications Document incorporates any modifications made through development of the Test Plan.
- Gateway criteria have either been achieved or exceptions documented and Approved by Project governance.
- The Interfaces Specifications Document is updated to incorporate any modifications made in Interface Testing.
- All defects and change requests that remain for each Interface, but are not essential to End-to-End Testing, are identified on the issues list by mutual agreement, and documented severity levels identified.
- Deliverable addresses all elements described in Subtask 4.5 (Plan and Conduct Interfaces Testing).

Task 4 Testing

Subtask 4.6 Resolve Test Issues and Defects

The Contractor will:

- Conduct issue resolution between testing events based on the issue log;
- Provide a structured tool and format accessible electronically for County to record and report Errors, defects and Omissions;
- Log defects and Omissions of content or functionality in the Errors log described above that are not entered directly by County personnel but that are, instead, communicated by email to the Contractor Test Lead;
- Resolve all Errors and defects and support County personnel in trouble shooting issues in accordance with the technical support response and resolution times outlined in the Agreement;
- Assist County with re-testing defect fixes;
- Regularly communicate in writing with County regarding status and schedule of End-to-End Testing;
- Document test results; and
- Address identified Omissions as follows:
 - Document and verify the requirements to address the Omission in a consistent and structured format;
 - Address all Omissions that will have little or no impact on the Project Schedule or risk; and
 - Escalate all Omissions which will have impact on the Project Schedule or risk for consideration by the governance process.

Contractor and County will jointly determine whether a requested change should be pursued at this stage in the Project, pursued as a change request after Go-Live, or should be rejected.

Contractor will develop a final test report/results summary to support Go-Live readiness activities.

Deliverable 4.6 Issue Resolution Conducted

- Regular Errors, Defects and Change Request Progress Reports
- Defect resolution document describing identified Errors, defects and Omissions which have been resolved
- Implementation of Error and defect resolutions and County-Approved change requests
- Final test report/results summary

Acceptance Criteria:

- Proof of resolution of all outstanding Errors, defects and County Approved Change Requests as defined as required for CADS System Go-Live.
- Documented results of completed and tested the CADS System.
- County-Approved Completed Unit, System, and End-to-End Testing for the CADS System optimization enhancements.
- Deliverable addresses all elements described in Subtask 4.6 (Resolve Test Issues and Defects).

Task 5 Training

Task Description

Contractor will develop a Training Plan and the Support Materials (i.e., User / CADS System manuals) and work with County on an ongoing basis to adapt the Support Materials for all required trainings. Contractor will provide administrative and Help Desk training sessions, as well as Super User training sessions. As set forth in Subtask 5.1 (Develop Training Plan), below, the Final Training Plan developed by Contractor and Approved by

Task 5 Training

County will identify the expected number and duration of sessions that Contractor will provide for each class as needed to successfully complete the training described under this Task 5 (Training). As part of the Implementation Services, Contractor shall provide the training in the Final Training Plan (for Administrative Users and Super Users). The training will leverage Contractor's standard training curriculum content presented in the context of County's implementation of the CADS System. In the event that training has not sufficiently succeeded in adequate knowledge transfer, Strata will provide such additional training classes as the Parties determine to be necessary to attain adequate knowledge transfer up to twenty percent (20%) more training classes than the total number of training classes (for the same duration) identified in the Final Training Plan. In the event that County requires additional classes in excess of such amount, or if County desires to purchase training classes for End Users of the Licensed Software or for subsequent trainings beyond the initial implementation period, County may elect for Contractor to provide such training classes either (i) as Support Services under Section 4.3 (Configuration Request Service Level) of Exhibit E (Service Levels and Performance Standards), in which case such classes shall count as resource consumption for purposes of the fifty-two (52) staff days per calendar year amount; (ii) as Optional Work under a Change Order or Amendment; or (iii) as a combination of (i) and (ii). For purposes of this Task 5 (Training), (i) "**Administrative Users**" users means all of the initially designated System Users who are responsible for maintenance, reconciliation, End User security, or operations of the system or have access to all data and can make configuration changes; (ii) "**Super Users**" means those Report Users and System Users identified by County and Contractor as part of the training plan development tasks who have access to create and modify reports; and (iii) "**End Users**" means those System Users who can view reports and input data into the Licensed Software but do not have access to create and modify reports. All System Users who are not Administrative Users or Super Users shall be End Users.

Subtasks/Deliverables

Subtask 5.1 Develop Training Plan

Contractor will develop a Training Plan (Education and Learning Plans) for training Super Users, administrators, technical support personnel and other stakeholders in using and supporting the CADS System. The Training Plan will at a minimum:

- Provide an overview of the strategy for training for the CADS System, including training content and organization and an overall description of training;
- Define, for each training effort, the training subject areas, audience, objectives, approach, development timelines, and milestones;
- Validate the information set forth in Exhibit I (Knowledge Transfer and Training), including (i) the different County user groups that will be expected to attend training, and (ii) the specific training classes that Contractor will provide for each County user group;
- Identify the expected number of sessions and duration of each that Contractor will provide for each class identified in the Training Plan as needed to successfully complete the training requirements set forth in this Task 5 (Training);
- Define approach, evaluation processes, and materials to confirm that trainees have absorbed necessary knowledge and information;

Deliverable 5.1 Training Plan

- Draft Training Plan
- Final Training Plan

Acceptance Criteria:

- Contractor completes review of draft Training Plan with Key County Individuals as identified by the County SOW Lead.
- Final Training Plan incorporates, and is consistent with, County feedback.
- Final Training Plan addresses all Training Plan elements described in Subtask 5.1 (Develop Training Plan).
- Final Training Plan is delivered in accordance with the Agreement, Specifications and agreed delivery date, and has been Approved by County.

Task 5 Training	
<ul style="list-style-type: none"> Define a high-level training schedule for all target audiences based on the logical sequence of how the content should be delivered, availability of the participants, and deployment timing; Include a strategy for post Go-Live training of any new Super Users, administrators, technical support personnel, and Super Users requiring additional training; and Highlight overall dependencies, Milestones, assumptions and risks. <p>The training plan also will include content specific to activities related to the following:</p> <ul style="list-style-type: none"> Table maintenance and updates; New processes for upload of data from other departments and data source systems (e.g., procurement, supply chain, Human Resources, and other systems identified in discovery); Standard and Ad hoc reports; and The workflows that will be used with the CADS System. <p>Contractor will develop a draft Training Plan, incorporate County Feedback, and submit a Final Training Plan for County Approval.</p> <p>Contractor will refine and update the Training Plan as new training materials are developed and training approaches are refined.</p>	
<p>Subtask 5.2 Develop Training Materials</p> <p>Contractor will provide County with access to Training and Support Materials as to the Go-Live version of the CADS System to enhance training, knowledge transfer and adoption including:</p> <ul style="list-style-type: none"> Sample demonstration scripts that County and Contractor staff will work together to customize to deliver application demonstrations for Super Users and other key stakeholders; Example standard user guides that County may customize with input from Contractor; Table maintenance and update documentation; Documentation related to new processes for upload of data from other departments and data source systems (procurement, supply chain, Human Resources, and other systems identified in discovery); and Documentation on generating standard reports and developing ad hoc reports. 	<p>Deliverable 5.2 Training Materials</p> <ul style="list-style-type: none"> Training and Support Materials for technical and support staff and Super Users Review of, and advice for, enhancing County Training and Support Materials Recommendations and support for successful development and delivery of Training and Support Materials <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> Contractor completes review of draft Training Materials with Key County Individuals as identified by the County SOW Lead. County SOW Lead Approval of walk thru of training materials. Final Training Materials incorporate, and are consistent with, County feedback.

Task 5 Training	
<p>For all activities Contractor will:</p> <ul style="list-style-type: none"> • Review County activities and Deliverables as County makes changes and creates new training materials; • Provide advice and direction to enhance effectiveness of such materials; • Identify systemic issues related to completion of training materials (e.g., capacity and capability of resources, complexity of approach, and adequacy of tools) and provide County with recommendations to address them (e.g., through additional tools, training, and resources); and • Provide a walk-through/dry-run of entire training materials prior to executing training of Super Users. 	<ul style="list-style-type: none"> • Final Training Materials address all elements described in Subtask 5.2 (Develop Training Materials). • Final Training Materials are delivered in accordance with the Agreement, Specifications and agreed delivery date, and have been Approved by County.
<p>Subtask 5.3 Conduct System Administrator and Help Desk Training</p> <p>Contractor will provide CADS System Help Desk Training classes to support County Help Desk personnel and classes of Maintenance Training for System Administrator training needs.</p> <p>Contractor will work with County to define the appropriate training on topics including:</p> <ul style="list-style-type: none"> • Application troubleshooting and issues management; • CADS System architecture terminology and tier functions; • Basic troubleshooting techniques; • Issue resolution process; • Submitting service records; • Conducting data gathering for issue resolution; and • Technical training specific to the CADS System. <p>Contractor will conduct training for County resources that will be responsible for administering the system and for common maintenance and support activities.</p> <p>In addition, Contractor will evaluate proficiency of training attendees and provide additional training, as necessary, to ensure staff are proficient in the content of the training.</p>	<p>Deliverable 5.3 System Administrator and Help Desk Training Delivered</p> <ul style="list-style-type: none"> • Proficient individuals ready to administer the system, provide support, and conduct general maintenance and operations • Proficiency Assessment and documentation <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • All identified relevant technical staff have successfully participated in the training provided by Contractor as outlined in this Task 5 (Training). • Deliverable addresses all elements described in Subtask 5.3 (Conduct System Administrator and Help Desk Training).
<p>Subtask 5.4 Conduct Super User Training</p> <p>Contractor will conduct Super User Training classes, for Super Users. This training, as defined in Subtask 5.1 (Develop Training Plan), will be focused on the use</p>	<p>Deliverable 5.4 Super User Training Delivered</p> <ul style="list-style-type: none"> • Proficient Super Users ready to use the system • Proficiency Assessment and documentation

Task 5 Training	
<p>of the CADS System to implement future state workflows, as well as the objectives of the system. Contractor also will provide working sessions, as defined in Subtask 5.1 (Develop Training Plan), to enable trainers and Super Users to work with the system and be able to ask questions in real time based on implementation of the CADS System and future state workflows.</p> <p>Without limiting the training described elsewhere in this SOW, the training shall enable County to:</p> <ul style="list-style-type: none"> • Import external data into the CADS System using the file import tools (e.g., Microsoft SSIS) provided by the CADS System; • Create and populate cost models, system parameters, and reports within the CADS System; • Track completion of training and report progress to County on a regular basis and by user role, location and other attributes as specified by County; and • Conduct proficiency assessments and provide additional training, as necessary, to ensure staff are able to become proficient in the content of the training. 	<p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • All identified Super Users successfully completed training. • Deliverable addresses all required elements described in Subtask 5.4 (Conduct Super User Training).

Task 6 Deployment	
Task Description	
<p>Contractor will conduct general deployment preparations for the deployment, including developing and validating a Deployment Plan. Contractor and County will deploy Licensed Software and Third-Party Products in accordance with the Deployment Plan. In addition, Contractor will coordinate Project transition to maintenance and support. This will all occur related to the deployment to Super Users, system administrators, and the Enterprise Help Desk only, with the deployment to other County employees to come later after optimization.</p>	
Subtasks/Deliverables	
<p>Subtask 6.1 Develop and Validate Deployment Plan</p> <p>Contractor will develop a Deployment Plan that includes the following:</p> <ul style="list-style-type: none"> • Go-Live Go/No-Go Decision Framework and Processes, including: <ul style="list-style-type: none"> ○ Definition of criteria for Go/No-Go decision; and ○ Go/No-Go checklist; • Go-Live Help Desk Scripts with County and Contractor roles and responsibilities and issue logging and resolution procedure; • Go-Live Event Staffing and Support Model, including: 	<p>Deliverable 6.1 Deployment Plan</p> <ul style="list-style-type: none"> • Draft Deployment Plan • Final Deployment Plan, Approved by County <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Contractor completes review of draft Deployment Plan with Key County Individuals as identified by the County SOW Lead. • Final Deployment Plan incorporates, and is consistent with, County feedback. • Final Deployment Plan addresses all Deployment Plan elements described in Subtask 6.1 (Develop and Validate Deployment Plan).

Task 6 Deployment	
<ul style="list-style-type: none"> ○ Roles of Contractor and County support teams; ○ Contractor will support Go-Live with on-site staff as appropriate, and remote assistance as needed to support the County teams in use of the CADS System; ○ Issue management process; and ○ Transition-out criteria and transition-out process for Contractor implementation personnel, including a Deployment Close-out Checklist; and <ul style="list-style-type: none"> ● Transition to support gates. <p>Contractor will review the Deployment Plan with County.</p> <p>Contractor will incorporate County feedback and proposed changes into the Deployment Plan and submit a final version to County for Approval.</p>	<ul style="list-style-type: none"> ● Final Deployment Plan is delivered in accordance with the Agreement, Specifications and agreed delivery date, and have been Approved by County.
<p>Subtask 6.2 Conduct Deployment</p> <p>Contractor will deploy the CADS System as defined in the Deployment Plan.</p> <p>Contractor will conduct a Go-Live Event to formally initiate the CADS System deployment.</p> <p>Contractor will:</p> <ul style="list-style-type: none"> ● Track and monitor progress; ● Identify, escalate, and resolve issues; and ● Recommend adjustments to deployment and Plans as necessary. 	<p>Deliverable 6.2 Completed Deployment</p> <ul style="list-style-type: none"> ● Completed deployment <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> ● The Go-Live has been executed as described in the Deployment Plan Accepted by County under Subtask 6.1 (Develop and Validate Deployment Plan). ● Completion of the Deployment Close-out Checklist as defined in the Deployment created in Subtask 6.1 (Develop and Validate Deployment Plan).
<p>Subtask 6.3 Provide Go-Live Support and Transition to Production Support</p> <p>Contractor will provide issue management and problem resolution support in accordance with the Deployment Plan to assist with the following tasks:</p> <ul style="list-style-type: none"> ● Go-Live Support for four (4) weeks following Go-Live; ● Compliance with established Go-Live CADS System checkpoints; ● Maintain tracking list of issues that arise throughout the Go-Live; ● Resolve issues throughout the Go-Live; and ● Optimization coaching. <p>In mutual agreement with the County, Contractor Project team will coordinate transition to the County</p>	<p>Deliverable 6.3 Go-Live Support and Transition to Production Support Completed</p> <ul style="list-style-type: none"> ● Go-Live Support for four (4) weeks following Go-Live ● Issue Tracking List ● Draft and Final Transition checklist ● Successful transition to Production Support <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> ● All critical issues were resolved during the duration of the Go-Live. ● The CADS System Tracking List has been Approved by County. ● County transitioned to steady state Production Support.

Task 6 Deployment	
<p>and Contractor ongoing production support teams upon achieving exit criteria.</p> <p>Prior to the deployment, Contractor's transition team will develop a checklist for the transition from the Go-Live support team to the Production Support team.</p> <p>Contractor will review the transition checklist with County.</p> <p>Contractor will approve transition to production.</p> <p>Contractor will initiate production support to include all elements listed under Task 2 (Maintenance and Operations) set forth in Exhibit A.2 (Support Services and Maintenance Statement of Work).</p>	<ul style="list-style-type: none"> Go-Live Support addresses all elements described in Subtask 6.3 (Provide Go-Live Support and Transition to Production Support). Go-Live support services were delivered in accordance with the Agreement, Specifications and agreed delivery date, and has been Approved by County.

Task 7 Project Close-out Activities	
Task Description	
<p>Contractor will be responsible for Project close-out activities. The purposes of these activities are to resolve any outstanding Project issues, obtain formal agreement from the Project governance processes to officially close out the Project, ensure that there is an official hand over of the CADS System from the Project team to the maintenance and operations team, and conduct a thorough review of the Project.</p>	
Subtasks/Deliverables	
<p>Subtask 7.1 Develop Project Close-out Checklist</p> <p>Contractor will develop a Project Close-out Checklist (Solution Turnover Document).</p> <p>Contractor will review the draft Project Close-out Checklist with County.</p> <p>Contractor will incorporate County feedback, and submit a final Project Close-out Checklist for County Approval.</p>	<p>Deliverable 7.1 Project Close-out Checklist</p> <ul style="list-style-type: none"> Draft Project Close-out Checklist Final Project Close-out Checklist <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> Contractor completes review of draft Project Close-out Checklist with Key County Individuals as identified by the County SOW Lead. Final Project Close-out Checklist incorporates, and is consistent with, County feedback. Final Project Close-out Checklist addresses all elements described in Subtask 7.1 (Develop Project Close-out Checklist). Final Project Close-out Checklist is delivered in accordance with the Agreement, Specifications and agreed delivery date, and has been Approved by County.
<p>Subtask 7.2 Conduct CADS System Post Go-Live Assessment</p> <p>After the Go-Live, Contractor will conduct a post Go-Live Assessment with County input with the following goals:</p> <ul style="list-style-type: none"> Determine if End-users are utilizing the system as designed; 	<p>Deliverable 7.2 CADS System Post Go-Live Assessment (Key Deliverable)</p> <ul style="list-style-type: none"> Send High-Level Event Guide to County before the Post Go-Live Assessment Post Go-Live Assessment with County Input <p>Acceptance Criteria:</p>

Task 7 Project Close-out Activities	
<ul style="list-style-type: none"> • Provide recommendations to facilitate use of system; • Identify gaps in solution and County requirements; • Document new issues not previously observed; and • Identify any additional solution benefits and recommendations to implement. <p>The post Go-Live Assessment will include:</p> <ul style="list-style-type: none"> • High-Level Event Guide developed with County Leadership prior to the Post Go-Live Assessment; • Contractor will conduct user interviews with administrators and key users by meeting remotely and discussing use, issues, questions, and suggestions individually with staff; • Review findings with the County project management team for review and assessment prior to the review with the Facilities Management Team; • Conduct an executive briefing with management to review the findings of the Assessment; • Provide written report of findings with Contractor advice and recommendations to enhance the County's use of the CADS System and increase benefits; and • Incorporate County feedback and propose changes into the Post Go-Live Assessment reports and submit a final version to County for Approval. 	<ul style="list-style-type: none"> • Conduct Post Go-Live Assessment with County. • Review of the Post Go-Live Assessment report with County includes Contractor resources in this review knowledgeable of the report contents. • Post Go-Live Assessment Incorporate County feedback, propose changes into the Post Go-Live Assessment reports, and submit a final version to County for Approval. • The Post Go-Live Assessment report has been Approved by County.
<p>Subtask 7.3 Achieve CADS System Final Acceptance</p> <p>After the Go-Live Event, Contractor will diagnose, propose solutions to, and correct Errors in accordance with Section 12 (Acceptance) of the Agreement. Contractor will conduct a review session with County after Productive Use of the Go-Live Event and will provide the Performance Verification Report described in Section 12.5.2 (Performance Verification Report) of the Agreement.</p> <p>Contractor will develop a performance verification report which includes:</p> <ul style="list-style-type: none"> • Summary of activities, results, and outcomes; • Summary of Errors and issues identified by Contractor or County; • Summary of lessons learned; and • Confirmed compliance with Service Levels specified in Exhibit E (Services Levels and Performance Standards) to the Agreement. 	<p>Deliverable 7.3 CADS System Final Acceptance</p> <ul style="list-style-type: none"> • Performance Verification Report • Final Acceptance Report under this SOW <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Performance Verification Reports. • Diagnosis and resolution of Errors impacting the use of the CADS System in accordance with the Agreement. • The Final Acceptance Report under this SOW has been Approved by County. • Successful completion of County Acceptance Testing. • Final Acceptance under this SOW by County.

Task 7 Project Close-out Activities	
<p>Contractor will provide a Final Acceptance Report which includes:</p> <ul style="list-style-type: none"> • Certification of Performance Verification and Final Acceptance; • Confirmation that the Licensed Software is in Productive Use and that critical and high issues are resolved directly or with acceptable workarounds; • List of all unresolved issues; • Plan for resolution of unresolved issues; and • Confirmation of compliance with response times and other Service Levels. 	
<p>Subtask 7.4 Conduct Project Close-out</p> <p>During the Project close-out, Contractor will:</p> <ul style="list-style-type: none"> • Conduct all of the activities defined in the Project Close-Out Checklist; • Conduct a Solution Turnover Meeting; • Review all aspects of Project close-out with County; and • Address all outstanding issues and activities. 	<p>Deliverable 7.4 Project Close-out Completed</p> <ul style="list-style-type: none"> • Project close-out activities as identified in the Project Close-out Checklist <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Project Close-out services and activities address all elements described in Subtask 7.4 (Conduct Project Close-out). • Project Close-out services and activities are delivered in accordance with the Agreement, Specifications and agreed delivery date, and has been Approved by County.

5.5 Project Deliverable Expectations Document Template

Project Deliverable Expectations Document	
Project Deliverable Number:	Title of Deliverable:
Deliverable Description:	Contract/SOW Reference:
Frequency:	Initial Draft Submission Due Date:
County's Review of Draft Deliverable: [XX] Days	Final Submission Due Date: [XX] Days after receipt of draft comments
County Approval Required: Yes/No	Distribution: County Project Manager – 1 hard copy and 1 soft copy County Project Oversight – 1 soft copy
Contractor: Complete shaded area below	
Detailed Deliverable Outline:	
Deliverable Acceptance Criteria (include agreed upon requirements, format and contents, related to Deliverable):	
Prepared By (please print):	Date Submitted:
Date Submitted 2:	Date Submitted 3:
Phone Number:	E-mail:
Contractor Project Manager Signoff (For Key Deliverables):	
Contractor Representative Name:	Contractor Representative Position:
Contractor Representative Signature:	Date:
County Approval/Comments	
Approved By:	Date:
Signature:	
Comments:	



EXHIBIT A.1.1 (COST ACCOUNTING REPORTS AND DASHBOARDS)

TO THE

COST ACCOUNTING AND DECISION SUPPORT SYSTEM AND SERVICES
AGREEMENT

Report and Dashboards

Best practice reporting package which includes cost model validation, data validation, operational, and financial profitability reports. Configuration of up to 10 client reports (or up to 6 days dependent on contract complexity) defined by the Standard Strata

#	Report Name	Target Audience	Purpose	Filters	Dimensions	Measures	Dashboard	Supporting Documentation
1	Income Statement by Sub-Service Line	Service Line Leader	Traditional income statement view of profitability for a particular service line or sub-service line.	discharge date fiscal year, entity, service line rollup	cost component categories, cost component, service line rollup, service line detail	charges, contractuals, net patient revenue, direct expense, indirect expense, contribution margin, net income	Service Line Leader	StrataJazz
2	Metrics	Service Line Leader	Monitor key metrics at a glance: Inpatient cases, ALOS, Outpatient visits, IP CM per discharge, OP CM per visit, Operating Margin	discharge date fiscal year, entity, service line rollup	patient type rollup	cases, ALOS, visits, contribution margin, operating margin	Service Line Leader	StrataJazz
3	Cost Driver Drill Down	Service Line Leader	Understand what is driving the cost of care in your service line. Drill into cost categories for detailed expense drivers.	discharge date fiscal year, entity, service line rollup	cost component rollup, cost component	total cost	Service Line Leader	StrataJazz
4	Top Supply Utilization	Service Line Leader	Supply expense makes up large portion of cost in my service line. Quickly identify the most heavily utilized supplies and associated costs.	discharge date fiscal year, entity, service line rollup	supply item	cost per case, percent of cases, direct cost, cases	Service Line Leader	StrataJazz
5	Opportunity Days	Service Line Leader	How does my ALOS compared to the CMS GLOS? Identify product lines with opportunity for quality improvements.	discharge date fiscal year, entity, service line rollup	Service line rollup, service line detail	ALOS, MS DRG GLOS, Opportunity days (calc)	Service Line Leader	StrataJazz
6	Readmissions	Service Line Leader	Review readmission trends over time. Drill into specific months to understand volume drivers.	discharge date fiscal year, entity, service line rollup	discharge date month, patient type rollup, readmissions	All readmissions, baseline readmissions	Service Line Leader	StrataJazz
7	DRG by Contribution Margin	Service Line Leader	Review DRGs by contribution margin, either by most or least favorable. Drill down into each DRG group to encounter level.	discharge date fiscal year, entity, service line rollup	MSDRG, ICD-10 DX	Cases, contribution margin, direct cost, net revenue	Service Line Leader	StrataJazz
8	Financial YOY Comparison	Service Line Leader	High level summary of service line financial performance. Drill into sub-service lines for further analysis.	discharge date fiscal year, entity, service line rollup	Discharge date fiscal year, service line rollup, service line detail	Net revenue, direct cost, indirect cost, contribution margin	Service Line Leader	StrataJazz
9	Monthly Trends - Patient Days	Operations Leader	Track operational KPI targets monthly and drill down as desired.	Discharge date fiscal year, entity, location	Discharge date month, patient type rollup, service line rollup, service line detail	patient days	Operations Leader	StrataJazz
10	Monthly Trends - CMI	Operations Leader	Track operational KPI targets monthly and drill down as desired.	Discharge date fiscal year, entity, location	Discharge date month, patient type rollup, service line rollup, service line detail	MS DRG CMI	Operations Leader	StrataJazz
11	Monthly Trends - LOS	Operations Leader	Track operational KPI targets monthly and drill down as desired.	Discharge date fiscal year, entity, location	Discharge date month	ALOS, MS DRG GLOS	Operations Leader	StrataJazz
12	Monthly Trends - Volumes	Operations Leader	Track operational KPI targets monthly and drill down as desired.	Discharge date fiscal year, entity, location	Discharge date month, UB revenue code	ED Visits, ED Admissions	Operations Leader	StrataJazz
13	Monthly Trends - Financials per Case	Operations Leader	Analyze Inpatient and Outpatient trended performance	Discharge date fiscal year, entity, location	Discharge date month, patient type rollup	Net revenue, direct cost, indirect cost, contribution margin	Operations Leader	StrataJazz
14	YOY Cost Drivers	Operations Leader Executive Leader	Assess YoY trending for largest expense categories. Drill down into specific cost components to understand variance drivers.	Discharge date fiscal year, entity, location	Discharge date fiscal year, cost component rollup, cost component	Direct cost	Operations Leader Executive Leader	StrataJazz
15	Service Line Income Statement	Executive	Traditional income statement view of profitability. Ability to cut data by any of the filters.	Discharge date fiscal year, entity, patient type rollup, service line	cost component categories, cost component, service line rollup, service line detail	charges, contractuals, net patient revenue, direct expense, indirect expense, contribution margin, net income	Executive	StrataJazz
16	Metrics	Executive	Monitor key metrics at a glance: ALOS, CMI, direct cost per case, net revenue, GLOS, total cases total cost per case, contribution margin per case	Discharge date fiscal year, entity, patient type rollup, service line	n/a	ALOS, CMI, direct cost per case, net revenue, GLOS, total cases total cost per case, contribution margin per case	Executive	StrataJazz
17	Monthly Trends - ALOS/CMI	Executive	How is my ALOS and CMI trending over time? How is my ALOS effected by CMI?	Discharge date fiscal year, entity, patient type rollup, service line	Discharge date month	MS DRG CMI, ALOS	Executive	StrataJazz
18	Monthly Trends - Contribution Margin	Executive	What business components are contributing most/least to overall performance? Evaluating margin trends based on financial class and location.	Discharge date fiscal year, entity, patient type rollup, service line	Discharge date month, financial class, location	Contribution margin	Executive	StrataJazz
19	Payor Mix	Executive	How is the my Payor Mix affecting revenue? Drill into financial class to see specific payor plans.	Discharge date fiscal year, entity, patient type rollup, service line	Financial class	charge, charge mix, payment, payment mix	Executive	StrataJazz
20	Medicare Breakeven Analysis	Executive	Which service lines are most profitable based on Medicare reimbursement rates? Which service lines have cost improvement opportunities?	Discharge date fiscal year, entity, patient type rollup, service line	Service line rollup, service line detail	Medicare margin per case, contribution margin per case	Executive	StrataJazz

21	Cost and Reimbursement	Executive	Which service lines are most/least profitable and are their margins growing YoY? Identify service line opportunities for growth and/or optimization	Discharge date fiscal year, entity, patient type rollup, service line	Service line rollup, service line detail	Contribution margin	Executive	StrataJazz
22	QVI Clinical Metrics	Executive	Assess relationship between service line quality and cost. Identify trends within payor groups and over time.	Discharge date fiscal year, entity, patient type rollup, service line	QVI indicator (licensed), discharge date month, payor	QVI cases, non-QVI cases, QVU cost per case, non-QVI cost per case	Executive	StrataJazz

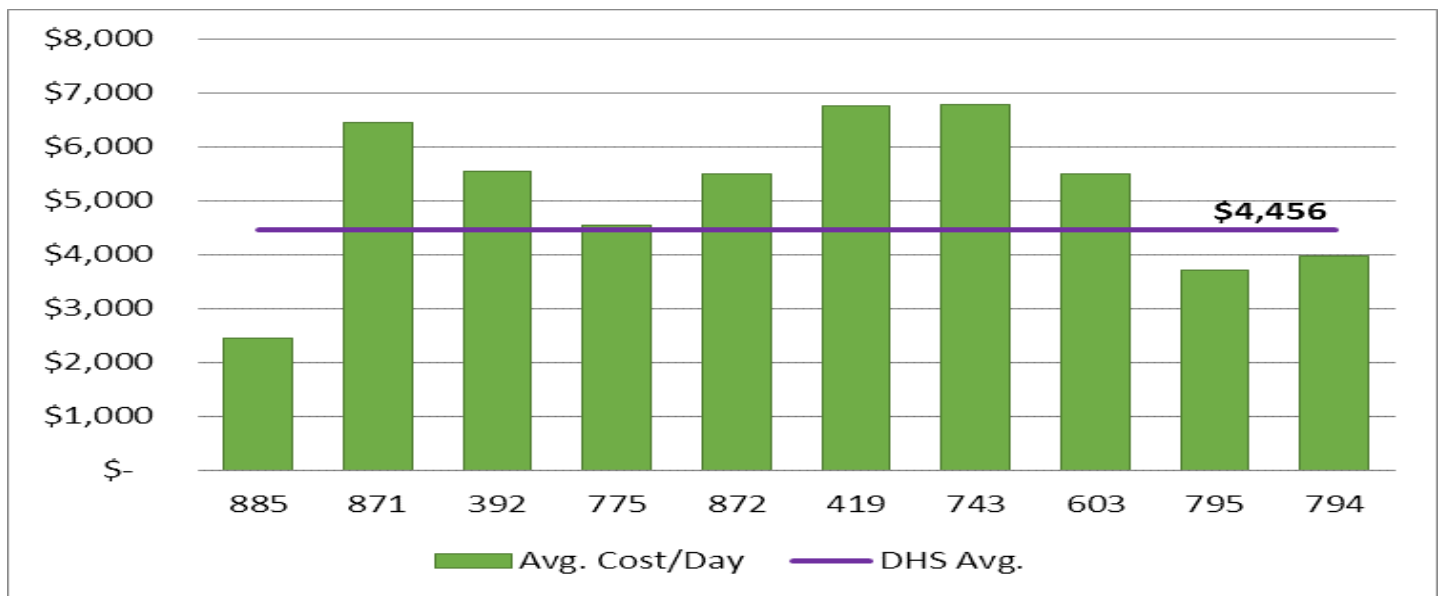
Reports:

- 1) Top Ten Medicare Severity – Diagnosis Related Groups (MS-DRG)
 - A report by facility and by organization level displaying a list and graph of the top ten MS-DRGs.
- 2) Average Department of Health Services Cost Per “Ancillary”
 - Dashboard report shows the various makeup of the Average cost of an ancillary procedure as a whole and by facility.
- 3) Department of Health Services Average Cost - Primary Care vs Specialty Care by Facility
 - Report displays a list and graphs the average cost per patient visit by Primary Care and a spate graph by Specialty Care.
- 4) Department of Health Services Average Cost - Day, Visit and Equivalent Patient Day (EPD)
 - Report graphical shows the average cost for a Patient Day, Visit and EPD by Facility and Organization level.
- 5) Dead End Exception Report (the report might be part of the Vendors standard reports)
 - An exception report where cost “dead end”, the report should identify expenditures and the specific Center ID and/or Account ID that are not mapped to an Expense Account Group (EAG) in the Cost Accounting System.
- 6) Statistics Exception Report: (these reports might be part of the Vendors standard reports)
 - a. Statistics and no corresponding cost
 - An exception report in which the system identifies statistics in a specific Center ID however, the system does not identify any expenditure in that same Center ID.
 - b. Cost and no corresponding statistics
 - An exception report in which the system identifies expenditures in a specific Center ID however, the system does not identify any statistical information in that same Center ID.

LOS ANGELES COUNTY DEPARTMENT OF HEALTH SERVICES
FACILITY: OLIVE VIEW MEDICAL CENTER
TOP TEN MEDICARE SEVERITY – DIAGNOSIS RELATED GROUPS (MS-DRG)
FISCAL YEAR 2018-19

Rank	MS-DRG Description	Number of Discharges	MS-DRG Code	Avg. Cost/Day*
1	Psychoses	766	885	\$ 2,445
2	Septicemia or Severe Sepsis W/O MV 96+ Hours W MCC	469	871	\$ 6,445
3	Esophagitis, Gastroent & Misc. Digest Disorders	334	392	\$ 5,539
4	Vaginal Delivery W/O Complicating Diagnosis	318	775	\$ 4,533
5	Septicemia or Severe Sepsis W/O MV 96+ Hours W/O MCC	305	872	\$ 5,502
6	Laparoscopic Cholecystectomy W/O C.D.E. W/O CC/MCC	301	419	\$ 6,754
7	Uterine & Adnexa Proc for Non-Malignancy	301	743	\$ 6,783
8	Cellulitis W/O MCC	297	603	\$ 5,483
9	Normal Newborn	279	795	\$ 3,716
10	Neonate W Other Significant Problems	264	794	\$ 3,978

*Ability to click and drill down to cost detail for direct expenditures



LOS ANGELES COUNTY

AVERAGE DEPARTMENT OF HEALTH SERVICES COST PER "ANCILLARY"

FISCAL YEAR 2018-19

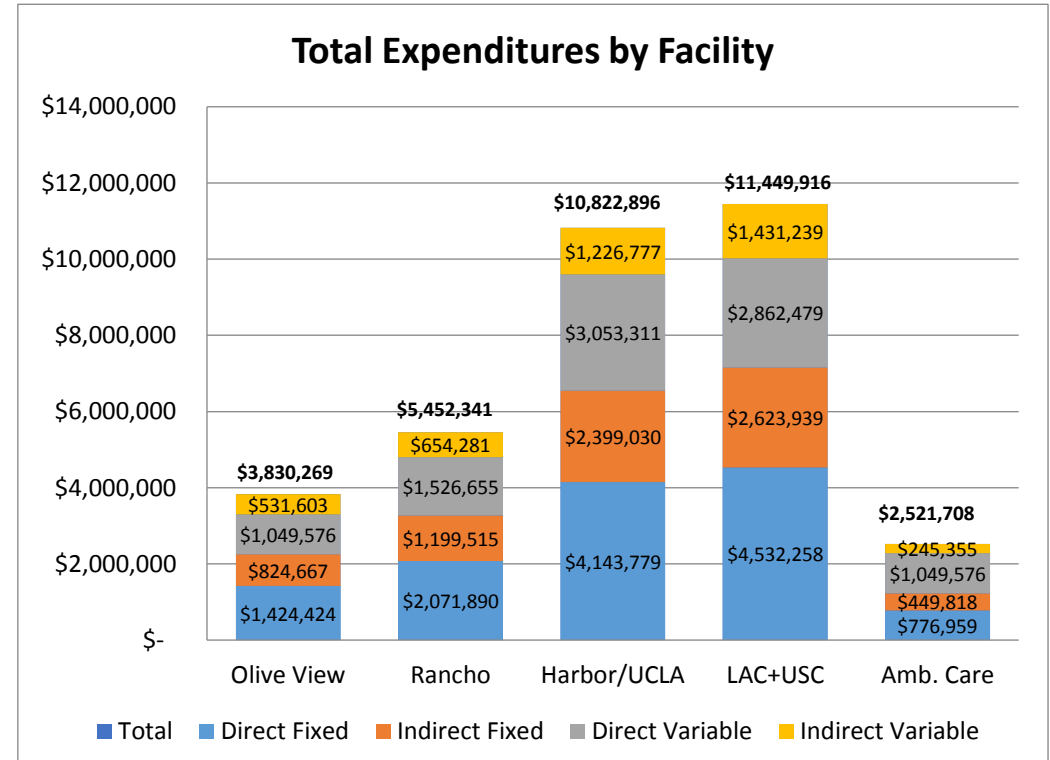
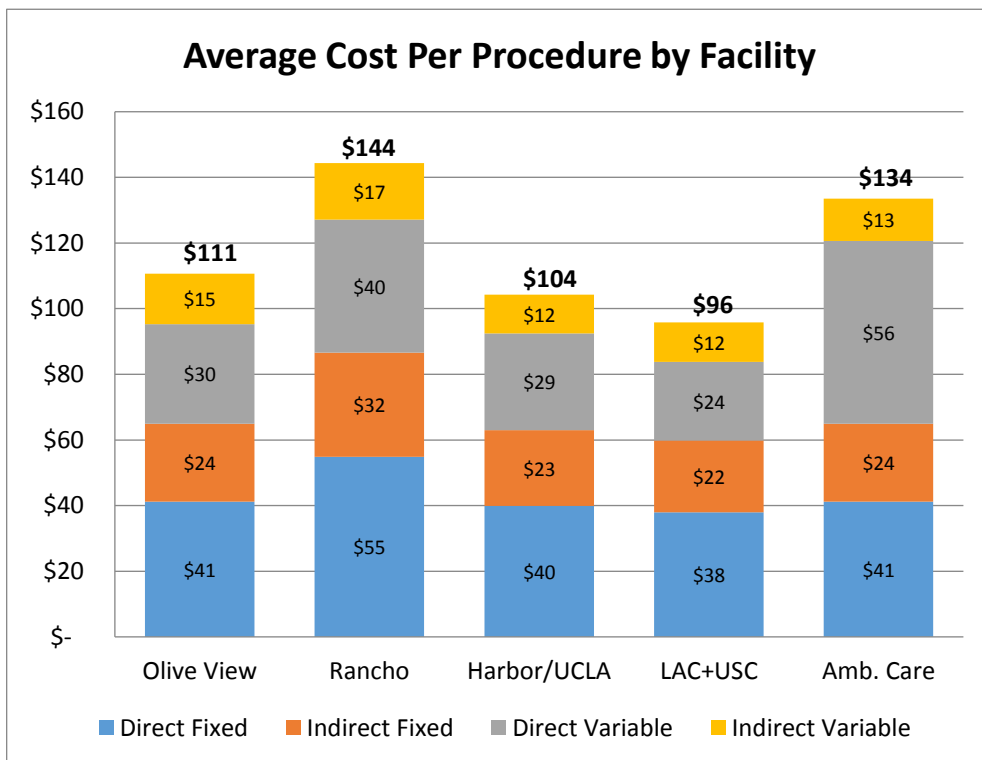
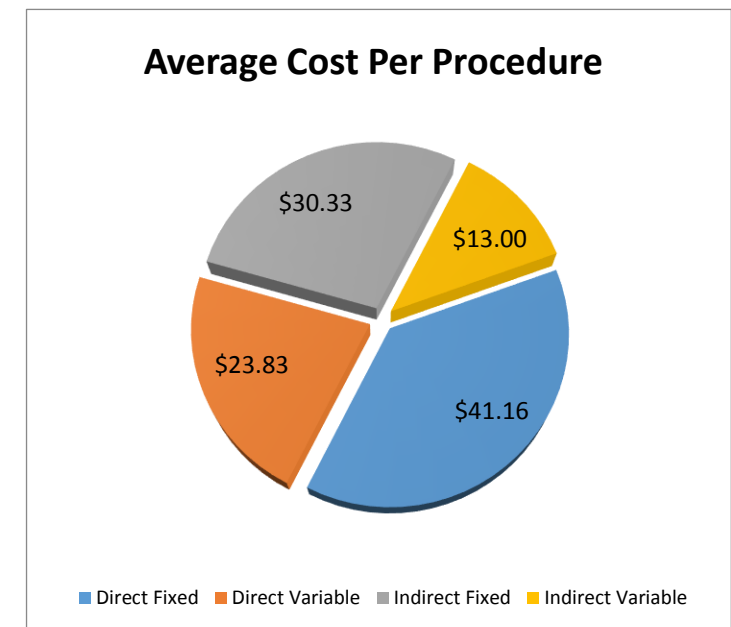
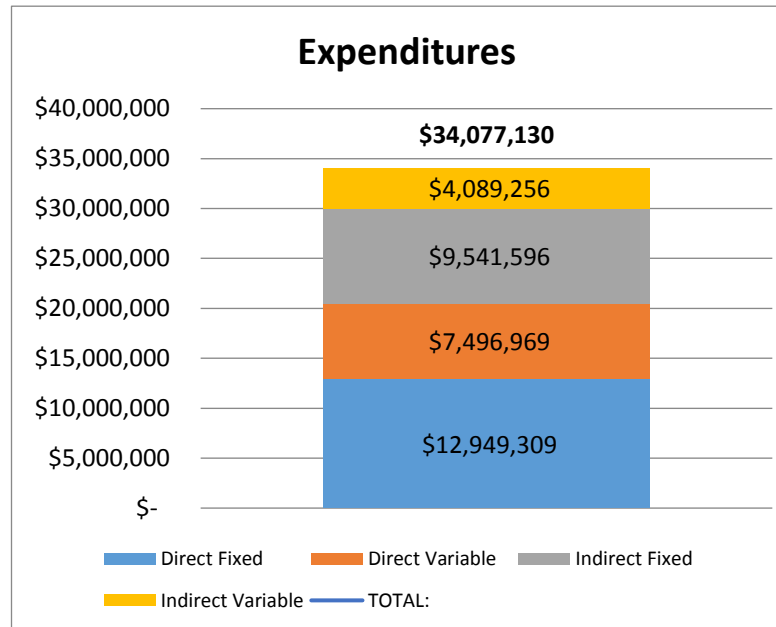
REPORT 2

Organization: Department of Health Services
Department: Respiratory
Statistic: Procedures

Procedures: 314,640

Expenditures:
 Direct Fixed \$ 12,949,309
 Direct Variable \$ 7,496,969
 Indirect Fixed \$ 9,541,596
 Indirect Variable \$ 4,089,256
TOTAL: \$ 34,077,130

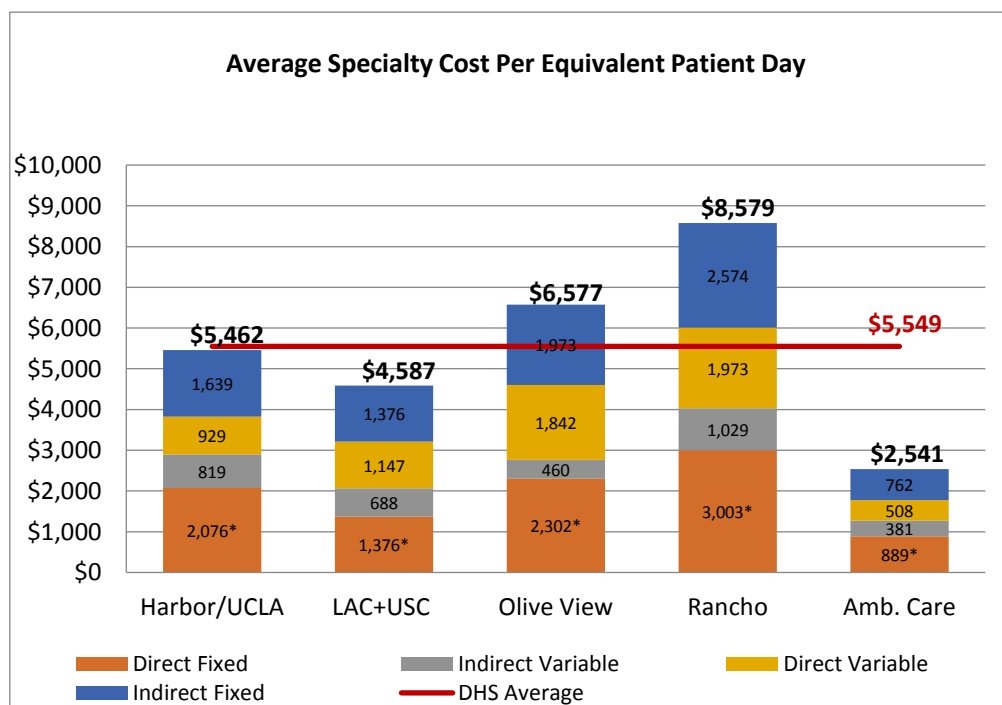
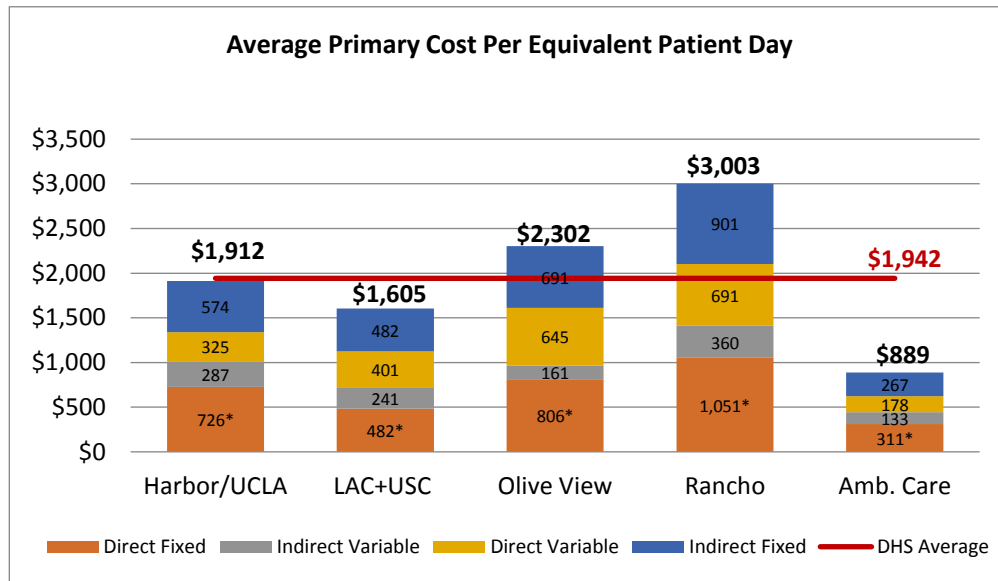
Average Cost Per Procedure
 Direct Fixed \$ 41.16
 Direct Variable \$ 23.83
 Indirect Fixed \$ 30.33
 Indirect Variable \$ 13.00
TOTAL: \$ 108.31



Note: Include toggle to corresponding graph of direct/indirect cost per procedure

LOS ANGELES COUNTY
DEPARTMENT OF HEALTH SERVICES AVERAGE COST
PRIMARY CARE VS SPECIALTY CARE BY FACILITY
FISCAL YEAR 2018-19

ENTITY	COST	
	PRIMARY	SPECIALTY
Harbor - UCLA	\$ 1,912	\$ 5,462
LAC+USC	\$ 1,605	\$ 4,587
Olive View	\$ 2,302	\$ 6,577
RLA Rehab Center	\$ 3,003	\$ 8,579
Amb. Care Network	\$ 889	\$ 2,541
Department of Health Services Average	\$ 1,942	\$ 5,549



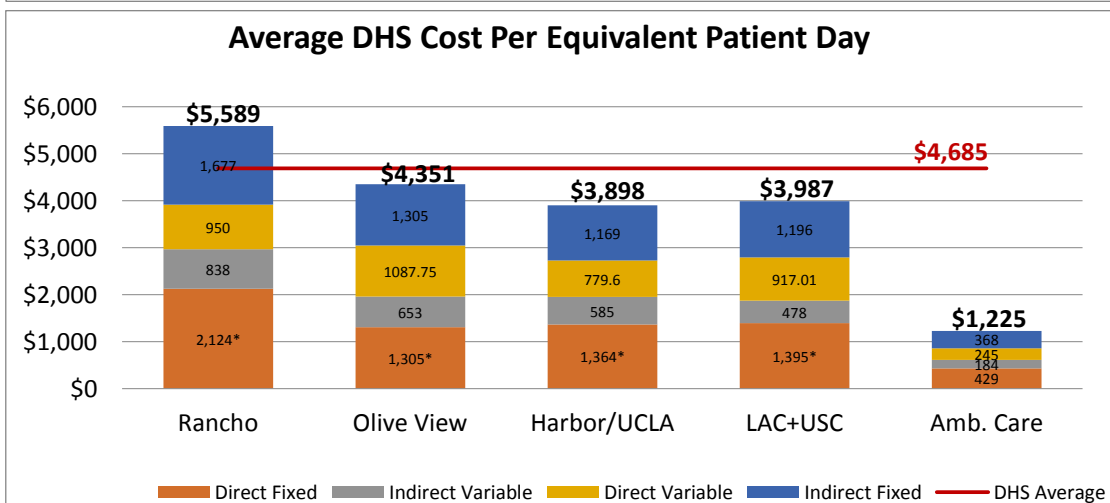
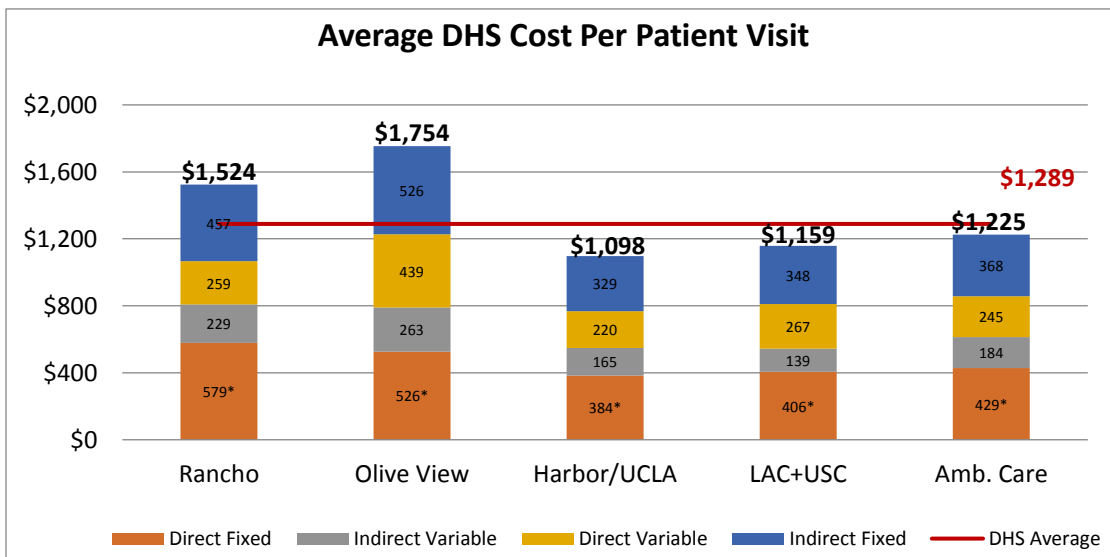
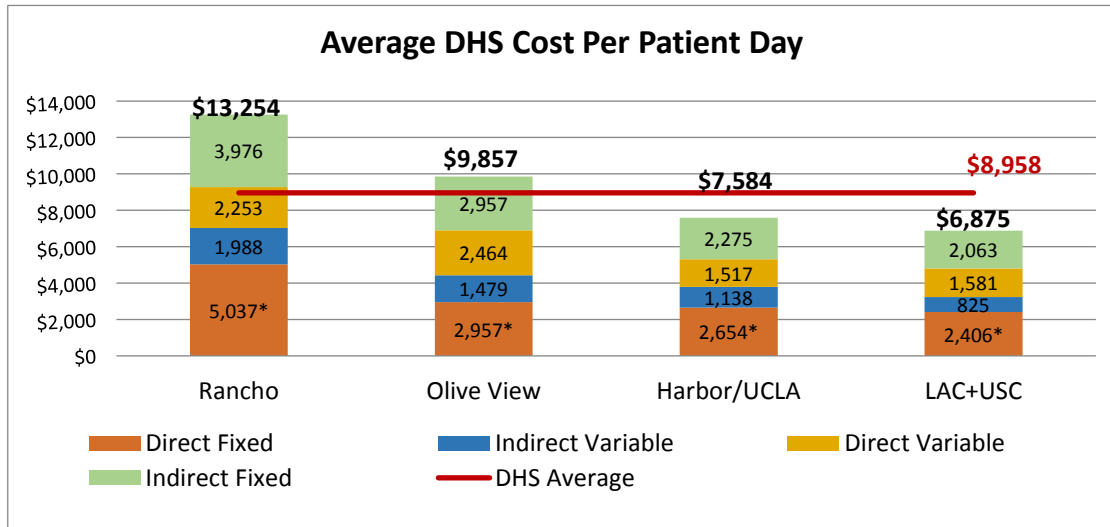
*Ability to click and drill down to cost detail for direct expenditures

**LOS ANGELES COUNTY
DEPARTMENT OF HEALTH SERVICES
AVERAGE COST BY FACILITY
FISCAL YEAR 2018-19**

REPORT 4

Average Cost Per:

Day (Inpatient)	\$	8,958
Visit (Outpatient)	\$	1,289
Equivalent Patient Day (EPD)	\$	4,685



*Ability to click and drill down to cost detail for direct expenditures



EXHIBIT A.2 (SUPPORT SERVICES AND MAINTENANCE STATEMENT OF
WORK)
TO THE
COST ACCOUNTING AND DECISION SUPPORT SYSTEM AND SERVICES
AGREEMENT

EXHIBIT A.2

SUPPORT SERVICES AND MAINTENANCE STATEMENT OF WORK

1. INTRODUCTION

This Exhibit A.2 (Support Services and Maintenance Statement of Work) (sometimes referred to in this Exhibit as **“this SOW”**) is an attachment and addition to the Cost Accounting and Decision Support System and Services Agreement, Agreement No. H-708846, (the **“Agreement”**) entered into by and between the County of Los Angeles (**“County”**) and Strata Decision Technology LLC (**“Contractor”**), and is incorporated in the Agreement by reference hereof. In the event of conflicting terms between the Agreement and this SOW, the terms of the Agreement shall prevail and nothing in this SOW shall modify or amend any provisions of the Agreement (including all components such as Statements of Work, Service Level Agreements, Exhibits, etc.) unless such modifications or amendments and the provisions of the Agreement which they modify or amend are specifically identified in this SOW and are Approved. This SOW includes any attachments hereto. Any capitalized terms not defined in this SOW shall have the meaning as used in the Agreement.

2. COST ACCOUNTING AND DECISION SUPPORT SYSTEM

This SOW describes the Support, maintenance, and operation Services of the CADS System. The Deliverables in this SOW may be delivered such that Services may occur as to multiple tasks simultaneously.

3. SOW SUMMARY

3.1. SOW Team Structure and Resources

Contractor will provide a Project Staffing and Resource Management Plan (as specified under Subtask 1.2 (Maintain Project Staffing and Resource Management Plan) of this SOW). This plan will be utilized to establish fully loaded (identification of FTE equivalent or hours for all resources by Key Milestone) Contractor resource staffing commitments and to detail specific County resources that will guide County on how best to allocate and deploy staff to this Project. Notwithstanding the forgoing, this is a fixed fee engagement and the Contractor resources identified in the Project Staffing and Resource Management Plan do not limit the resources that may be required by Contractor.

3.2. Critical Success Factors

A number of factors are deemed critical to overall Project success. The Parties acknowledge that the following factors are critical to the success of this Project:

Strong Project Management — Effectively managing the Services provided under the Agreement to the Project Schedule and results to be achieved and managing issues, driving decisions, risk, dependencies, and resources in a manner to achieve the Project Schedule and the results.

Open Communication and Governance Structure Clearly Defined — Good and open communication must be established early. Governance, committee structure, and committee members must be defined early. Meeting schedules must also be established for the length of the Project.

Executive Leadership Involvement — It is imperative that executive leadership from Contractor and County be involved in the Project governance and meet at regular intervals to discuss the Project’s progress and reach agreement on any key decisions that have been escalated to their level.

3.3. Schedule

Scheduled commencement dates, scheduled completion dates, and anticipated durations for tasks and subtasks will be developed as part of the Project Work Plan in accordance with Exhibit A.1 (Cost Accounting and Decision Support System Statement of Work), Section 5.1 (Services and Deliverables Summary Table), Subtask 1.1 (Develop and Maintain Detailed Project Work Plan), and maintained in accordance with Section 5.1 (Services and Deliverables), Subtask 1.1 (Maintain Detailed Project Work Plan).

4. GENERAL RESPONSIBILITIES

For the Services provided under this SOW:

- (1) The Services will be performed by Contractor on-site at sites designated by County and off-site location(s) as agreed by the Parties in writing for specific activities.
- (2) Contractor will provide an Experience Executive and a key Project member (Contractor's Primary Consultant) in connection with the delivery of the Services for the periods of Service delivery identified in the Project Work Plan during normal business hours, 5:00 AM to 5:00 PM, Pacific Time, Monday through Friday, except County and Contractor recognized holidays, unless otherwise agreed by the Parties in writing. The Experience Executive will support the County from the initiation of the relationship through the Term. The Contractor's Primary Consultant will be dedicated through the Final Acceptance of the Services and involved with post Go-Live optimizations/modifications.
- (3) Contractor will provide, through web-based tools (including setting up a SharePoint for the County) and its System, implementation plans and methodologies, templates, and other tools as required to support the efficient and cost-effective execution of the Services defined in this SOW. This includes use of Contractor's Best Practices, generic templates, and lessons learned from other Contractor implementations.
- (4) Contractor will provide all Services in English.

4.1. Contractor Project Manager Responsibilities

Contractor will designate a Contractor Project Manager through Final Acceptance to whom all County communications may be addressed and who has the authority to represent and commit Contractor in connection with all aspects of this SOW.

The Contractor Project Manager's obligations include:

- (1) Establish and maintain communications through the County SOW Lead and Project governance structure;
- (2) Manage the delivery of Services and Service Interdependencies;
- (3) Notify County of any Contractor focal point or contacts for specific activities or tasks;
- (4) Manage and maintain the Project Work Plan that lists, as appropriate, the activities, tasks, assignments, Service Interdependencies, Key Milestones, and Deliverables, and schedule;
- (5) Measure, track, and evaluate progress against the Project Schedule;
- (6) Work with the County SOW Lead to resolve deviations, if any, from the Project Schedule;
- (7) Coordinate and manage the activities of Contractor Personnel;
- (8) Report to the County SOW Lead problems and issues impacting Contractor's provision of the Services that require County's attention and resolution;
- (9) Coordinate resolution of all Service issues including those raised by the County SOW Lead and, as necessary, escalate such issues within the Contractor organization;
- (10) Administer the Project Control Document with the County SOW Lead; and
- (11) Conduct regularly scheduled Project Status Meetings and prepare weekly Status Reports for the Services defined in this SOW.

Contractor will perform these activities throughout the provision of the Services.

4.2. Specific County Tasks

4.2.1. County SOW Lead Responsibilities

The County will assign a lead for this SOW (referred to as the "**Cost Accounting and Decision Support System Lead**" or "**County SOW Lead**"). The County SOW Lead will:

- (1) Serve as the primary interface between the Contractor Project Manager and County for the tasks and Deliverables set forth in this SOW;

- (2) Review this SOW and the responsibilities of both County and Contractor with the Contractor Project Manager;
- (3) Coordinate, manage, and be responsible for the control of the activities of County personnel for this SOW;
- (4) Communicate to the Contractor Project Manager any changes that may materially affect Contractor's provision of the Services set forth in this SOW;
- (5) Coordinate with Contractor Project Manager on Contractor's efforts to resolve problems and issues related to the Services set forth in this SOW;
- (6) Work with the Contractor Project Manager to resolve deviations, if any, from the Project Work Plan related to this SOW;
- (7) Coordinate resolution of issues raised by the Contractor Project Manager pertaining to this SOW and, as necessary, escalate such issues within the County organization;
- (8) Serve as the interface between Contractor's Project team and all County departments participating in activities for the Services set forth in this SOW;
- (9) Notify Contractor of any County focal point or contacts for specific activities or tasks related to this SOW;
- (10) Ensure that tasks related to this SOW assigned to personnel within the County organization will be completed according to the timetable in the Project Schedule; and
- (11) Participate in selected Project status meetings with Contractor Project team members and schedule and coordinate attendance and participation of County personnel for interviews, meetings, and work sessions related to the completion of this SOW.

County may change the County SOW Lead by providing notification to the Contractor Project Manager with an introduction and handoff meeting to establish plans for a smooth transition.

4.2.2. Other County Responsibilities

County agrees to comply with its responsibilities as described in this SOW. Such obligations are to be performed at no charge to Contractor.

County will:

- (1) Provide County standard and available office space, furniture, and access to the internet supporting VPN for Contractor Personnel while working at County's facilities;
- (2) Locate the Contractor Personnel in an area near County subject matter experts and technical personnel, where feasible;
- (3) Provide necessary security badges and clearances for Contractor Personnel working at County's facilities; and
- (4) Make available staff with appropriate skills and experience to deliver County tasks as specifically set forth in this SOW.

5. SERVICES AND DELIVERABLES

5.1. Services and Deliverables Summary Table

The Services and Deliverables to be provided under this SOW are included in the following table and described in greater detail in Section 5.4 (Detailed SOW Tasks).

Task/Subtask Name		Deliverables/Milestones
Task 1 Ongoing Project Management		
Subtask 1.1. Maintain Detailed Project Work Plan		Deliverable 1.1. Detailed Project Work Plan (Key Deliverable)

Task/Subtask Name	Deliverables/Milestones
Subtask 1.2. Maintain Project Staffing and Resource Management Plan	Deliverable 1.2. Project Staffing and Resource Management Plan
Subtask 1.3. Continue Ongoing Project Management	Deliverable 1.3. Ongoing Project Management
Task 2 Maintenance and Operations	
Subtask 2.1. Provide Cost Accounting and Decision Support System Production Support	Deliverable 2.1. Provide Cost Accounting and Decision Support System Production Support
Subtask 2.2. Conduct Service Level Monitoring and Reporting	Deliverable 2.2. Service Level Monitoring and Reporting
Subtask 2.3. Provide Hosting Services	Deliverable 2.3. Hosting Services
Subtask 2.4. Conduct Backups and Restores	Deliverable 2.4. Backups and Restores
Subtask 2.5. Provide System Adoption Services	Deliverable 2.5. System Adoption Services

5.2. Deliverable Development and Approval Process

This Section 5.2 (Deliverable Development and Approval process) specifies a repeating process for developing Deliverables for this SOW. Each Deliverable shall be developed in accordance with the following Contractor's obligations, which shall be subtasks to each individual task:

- (1) All Deliverables must be developed in the form and format agreed to by County and Contractor using a Deliverables Expectations Document (also referred to as a "DED") Approved by County. As each Project Deliverable is submitted, Contractor must include a copy of the Project DED as the cover sheet. A template to be used for each DED during this Project can be found in Section 5.5 (Project Deliverable Expectations Document Template) of this SOW.
- (2) Develop agendas, and coordinate scheduling with County, for all necessary events (e.g., workshops, meetings) for the development and completion of the Deliverable.
- (3) Facilitate events (e.g., workshops, meetings) as required for the development and completion of each Deliverable.
- (4) Record and analyze the input received from all events (e.g., workshops, meetings, and learning sessions) and distribute results or minutes for review to event participants.
- (5) Prepare drafts of the Deliverables for County for review.
- (6) Provide a structured process for County to provide feedback on drafts, including events, as appropriate.
- (7) Compile and incorporate County feedback to the draft Deliverable and prepare a revised Deliverable.
- (8) Distribute the revised Deliverable to County for review; obtain and analyze County feedback as above, and repeat if necessary.
- (9) Complete a final version of the Deliverable including, prior to distribution for Approval by County, validation by Contractor that the Deliverable conforms to the Specifications and meets the Acceptance Criteria

5.3. Support Services

For the avoidance of doubt, the Cost Accounting and Decision Support System shall be deemed Licensed Software under this Agreement, and subject to the representations, and warranties as set forth in the Agreement.

Support and maintenance for the Cost Accounting and Decision Support System will be provided in accordance with the Services identified in Task 2 (Maintenance and Operations) of this SOW, and the term "Support Services" in the Agreement as applied to the Cost Accounting and Decision Support System shall refer to such Services.

5.4. Detailed SOW Tasks

Task 1 Ongoing Project Management	
Task Description	
The team members from Contractor, County, and external stakeholders will be introduced and their specific roles will be described through activities including an Ongoing Project Management Session. The Cost Accounting and Decision Support System support team will be introduced to various Contractor tools and methodologies, and Best Practice recommendations that will be used throughout this SOW.	
Subtasks/Deliverables	
<p>Subtask 1.1 Maintain Detailed Project Work Plan</p> <p>Contractor will have developed an Initial Project Work Plan (PWP) as set forth in Exhibit A.1 (Cost Accounting and Decision Support System Statement of Work). The Contractor will maintain the Project Work Plan (PWP) throughout the duration of this SOW, including incorporating County feedback and continuously updating the PWP as necessary. The Contractor will hold regular PWP review sessions or incorporate the PWP into ongoing project meetings.</p>	<p>Deliverable 1.1 Detailed Project Work Plan</p> <ul style="list-style-type: none"> Updated and maintained Project Work Plan <p>Acceptance Criteria</p> <ul style="list-style-type: none"> Updated and maintained Project Work Plan is delivered in accordance with the Agreement, Specifications and agreed delivery date, and has been Approved by County.
<p>Subtask 1.2 Maintain Project Staffing and Resource Management Plan</p> <p>Contractor will have created a Project Staffing and Resource Management Plan for all project steps for County as set forth in Exhibit A.1 (Cost Accounting and Decision Support System Statement of Work). Once Approved by County, Contractor will ensure the Project Staffing and Resource Management Plan is carried out appropriately. Contractor will maintain the Project Staffing and Resource Management Plan and periodically update it as necessary.</p>	<p>Deliverable 1.2 Project Staffing and Resource Management Plan</p> <ul style="list-style-type: none"> Updated Project Resource requirements and estimates Updated Project Staffing and Resource Management Plan <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> Periodically, the Project Staffing and Resource Management Plan is updated as necessary, delivered, and Approved by County.
<p>Subtask 1.3 Continue Ongoing Project Management</p> <p>Contractor will conduct ongoing project management activities for the duration of the Agreement and will provide the following Project Control Documents:</p> <ul style="list-style-type: none"> Maintain system optimization roadmap; Coordinate work efforts related to this SOW with other Contractor and County initiatives (e.g., EHR System Upgrades, Enhancements, etc.); Perform Error Management; Manage Communications for relevant software updates to the County's relevant system updates; Manage staffing and resources; Perform Configuration and Technology Change Management; Perform Issue Management; 	<p>Deliverable 1.3 Deliverable 1.3 Ongoing Project Management</p> <ul style="list-style-type: none"> Bi-weekly status reports, or according to an agreed-upon schedule, and as requested by stakeholder groups Defined PMO structure in alignment with project structure and DHS established governance Updates to Project Control Documents and other Project plans <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> Final Project Control Documents and Project Management activities address all elements described in Subtask 1.3 (Continue Ongoing Project Management).

<ul style="list-style-type: none"> • Develop Status Reports and Conduct Status Meetings as required by the Agreement; and • Maintain the Detailed Design Document that includes the County design specifications for the Licensed Software build as described in Exhibit A.1 (Cost Accounting and Decision Support System Statement of Work) including recommended configurations, integrations, workflows, and technologies as identified. <p>The Contractor will provide Resources to execute all Project Management tasks, functions and activities described in Task 1 (Ongoing Project Management).</p>	<ul style="list-style-type: none"> • Project Control Documents are regularly maintained and Approved by County, and include clearly defined and explained tasks and subtasks.
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Task 2 Maintenance and Operations

Task Description

Contractor will provide Cost Accounting and Decision Support System hosting services, maintenance and operations support for the duration of the Agreement Term. In addition, Contractor will continuously monitor the CADS System and will ensure the Cost Accounting and Decision Support System is maintained, tuned, configured, and optimized, with all Revisions to the Licensed Software installed and implemented, to deliver a system that (i) is available to County, (ii) is capable of delivering the required reports and data on a timely basis to meet the identified reporting requirements, and (iii) remains tuned and updated in accordance with the Agreement. Contractor also will provide training on major Revisions to the CADS System.

Subtasks/Deliverables

Subtask 2.1 Provide Cost Accounting and Decision Support System Production Support

Contractor will provide ongoing Cost Accounting and Decision Support System Production Support for the duration of the Agreement during the hours of 5:00 AM to 5:00 PM Pacific Time as follows:

- Contractor will provide application monitoring and management services, including:
 - Monitoring and managing all Licensed Software and Third-Party Products (if any) used in the Cost Accounting and Decision Support System;
 - Proactively and reactively notifying County designated points of contact, including County help desk, of issues, incidents, and problems found by Contractor that affect or may affect the Service, and of any required County intervention to avoid or resolve the issue, incident, or problem; and
 - Monitoring and managing changes to inbound data;
- Contractor will provide application support for all Licensed Software issues, issues with Third-Party

Deliverable 2.1 Cost Accounting and Decision Support System Production Support

- Cost Accounting and Decision Support System Production Support Services provided
- Monthly report on incident/problem management

Acceptance Criteria:

- Deliverable addresses all elements described in Subtask 2.1 (Provide Cost Accounting and Decision Support System Production Support).
- Production Support services are delivered in accordance with the Agreement, Specifications and agreed delivery date, and has been Approved by County.

Task 2 Maintenance and Operations

Products (if any), and County support requests, including:

- Automated communication with the County help desk and ticketing system to ensure tracking and resolution of tickets routed to Contractor team for resolution;
- Addressing issues escalated from County help desk related to Licensed Software and Third Party Products (if any);
- Supporting County help desk incident triage as needed;
- Participating in the process of “hand off” from the County help desk to Contractor;
- Maintaining a record of incidents handed off from County help desk;
- Monitoring County help desk tickets submitted to Contractor to identify patterns and improve services;
- Electronically documenting resolution through automated communication to County’s help desk and ticketing system (currently Cherwell);
- Conducting root cause analysis on frequently recurring calls on the same topic;
- Providing monthly service reports that include:
 - Number of service requests;
 - Description of issues;
 - Root cause analysis; and
 - Resolutions implemented;
- Identifying recurring issues, proactively recommend solutions, and implement based on County’s request;
- Supporting County in addressing recurring issues as needed and agreed upon;
- Developing and maintaining workflow documentation;
- Contractor will provide operations management services for the CADS System and its Interfaces, including:
 - Monitoring scheduled operations jobs to ensure scheduled tasks start and process without error;
 - Detection of abnormal conditions or alarms;
 - Logging of failed operations jobs and corrective action taken;
 - Restarting operations jobs as required;

Task 2 Maintenance and Operations

- Documenting and reporting operations job issues; and
- Adding and removing operations jobs;
- Contractor will provide incident/problem management and resolution services using a structured IT service management methodology, including:
 - Response to Contractor or County-identified incident/problems;
 - Assessment of impact on County operations;
 - Triaging;
 - Tracking;
 - Escalation;
 - Notification; and
 - Resolution;
- In providing the incident/problem management and resolution services, Contractor will:
 - Provide multiple channels for problem or incident reporting (e.g., online, email, telephone) to a single point of contact;
 - Maintain ownership of all problems through resolution and closure;
 - Perform root cause analysis on problems;
 - Notify County help desk of incidents or problems found by Contractor;
 - Staff operations and provide on-call incident and problem management and resolution during normal business hours, 5:00 AM to 5:00 PM, Pacific Time, Monday through Friday, except County and Contractor recognized holidays, unless otherwise agreed by the Parties in writing; and
 - Ensure notification and escalation of incidents in accordance with the service-level agreements and Section 9.7 (Support Services) of the Agreement;
- Contractor will provide County with a monthly report on incident/problem management, including:
 - Number of incidents;
 - List of all open problems;
 - Priority of problems;
 - Owner of problems;
 - Progress on open problems;
 - Estimated time to resolution of open problems; and

Task 2 Maintenance and Operations	
<ul style="list-style-type: none"> ○ Root cause analysis for resolved problems as requested by County; ● Contractor will design and implement a formal process for managing configuration and technology changes made to Licensed Software and Third-Party Products, including: <ul style="list-style-type: none"> ○ Coordination of configuration and technology changes with build and deployment teams during the Project; ○ Configuration and technology change management procedure including submission, analysis and prioritization of requests; ○ Execution of configuration and technology change; and ○ Validation of configuration and technology change; ● Contractor will provide application-specific security services based on County guidelines in accordance with Exhibit K (Information Security Requirements) and Section 20 (Security) of the Agreement, including: <ul style="list-style-type: none"> ○ Providing and maintaining virus protection; ○ Monitoring for security errors, exceptions, and attempted violations; ○ Reporting security violations to County per County policies; and ○ Monitoring legal and regulatory requirements, conduct compliance testing, and provide compliance and certification review; and ● Contractor will provide Security services in compliance with applicable federal, state, County, and payor requirements. 	
<p>Subtask 2.2 Conduct Service Level Monitoring and Reporting</p> <p>Contractor will conduct Service Level monitoring and reporting in accordance with Exhibit E (Service Levels and Performance Standards) of the Agreement. Service Level monitoring and reporting will include:</p> <ul style="list-style-type: none"> ● Ongoing monitoring of Contractor adherence to Service Levels; ● Any issues that could impact an agreed-upon Service Level; ● Resolution of any root-causes impacting Contractor’s ability to meet agreed-upon Service Levels; 	<p>Deliverable 2.2 Service Level Monitoring and Reporting</p> <ul style="list-style-type: none"> ● Service Level monitoring and reporting ● Access to a dashboard report <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> ● Service Level monitoring and reporting addresses all elements described in Subtask 2.2 (Conduct Service Level Monitoring and Reporting).

Task 2 Maintenance and Operations	
<ul style="list-style-type: none"> • Providing monthly statistics and management reports to County on Service Level attainment; and • Contractor will conduct calls as needed with County to discuss Service Levels and related issues. 	
<p>Subtask 2.3 Provide Hosting Services</p> <p>Throughout the Term of the Agreement, Contractor will provide Hosting Services.</p> <p>The Hosting Services will comply with the requirements of Exhibit M (Additional Hosting Services Terms and Conditions), Exhibit M.1 (Business Continuity Guidelines), Exhibit E (Service Levels and Performance Standards), Exhibit K (Information Security Requirements), the Agreement, and applicable SOWs.</p> <p>Contractor will:</p> <ul style="list-style-type: none"> • Provide Hosting Services; • Operate the Licensed Software and the Hosting Services on a 24x7x365 basis; • Provide County with access to the Licensed Software and Hosting Services over network connections from the Hosting Environment on a 24x7x365 basis; • Provide, monitor and maintain Hosting Services hardware, software and communications infrastructure, including: <ul style="list-style-type: none"> ○ Physical infrastructure for data center (e.g., facility, environment, power); ○ Shared networking and application infrastructure; and ○ Computer systems, network equipment and Contractor WAN; • Provide technical support in the installation of network termination devices; and • Provide and maintain all Licensed Software, Hosting Software, and Third-Party Product licenses and sublicenses, and Documentation required to provide the Hosting Services. 	<p>Deliverable 2.3 Hosting Services</p> <ul style="list-style-type: none"> • Hosting Services <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • The Hosting Services comply with the Specifications. • The Hosting Services address all elements described in Subtask 2.3 (Provide Hosting Services).
<p>Subtask 2.4 Conduct Backups and Restores</p> <p>Contractor will conduct the backups and restores required by Section 3 (Backups) of Exhibit E (Service Levels and Performance Standards), including:</p> <ul style="list-style-type: none"> • Regular backups of all County Data; 	<p>Deliverable 2.4 Backups and Restores</p> <ul style="list-style-type: none"> • Backups Validation Report • Monthly reports as needed • Application monitoring via digital dashboard

Task 2 Maintenance and Operations	
<ul style="list-style-type: none"> Regular backups of raw data and algorithms in the Cost Accounting and Decision Support System; and Backup validation. <p>Contractor will conduct meetings as needed with County to discuss backup and restore activities and related issues.</p> <p>Contractor will provide County with monthly reports as needed certifying successful backup validation.</p>	<p>Acceptance Criteria:</p> <ul style="list-style-type: none"> The Backups Validation and Restore services address all elements described in Subtask 2.4 (Conduct Backups and Restores).
<p>Subtask 2.5 Provide System Adoption Services</p> <p>During the six (6) months after the completion of the transition of the Cost Accounting and Decision Support System to production support under Subtask 6.3 (Provide Go-Live Support and Transition to Production Support) set forth in Exhibit A.1 (Cost Accounting and Decision Support System Statement of Work), Contractor will provide both of the following:</p> <ul style="list-style-type: none"> Configuration and other changes necessary to fix any defects or issues discovered prior to or during this period that were not resolved prior to deployment; <ul style="list-style-type: none"> These issues and defects will be resolved in accordance with the applicable Service Level under Exhibit E (Service Levels and Performance Standards) of the Agreement; These issues and defects will be reported on consistent with the requirements related to issues and defects in general under this Agreement; Contractor will provide County with a single point of contact who will manage this process and provide County with regular communication about the progress of changes; and Contractor will ensure continuity of personnel assigned to manage this process to facilitate smooth communication and resolution from the assigned personnel. <p>This Subtask 2.5 (Provide System Adoption Services) supplements and therefore, does not reduce any applicable obligations of the Contractor under this Agreement, including, but not limited to, Task 2 (Maintenance and Operations) of this SOW, Section 9.7 (Support Services), and Section 17.1 (Contractor's Warranties) of the Agreement.</p>	<p>Deliverable 2.5 System Adoption Services</p> <ul style="list-style-type: none"> Defect and issue resolution, including reporting On-site and remote hands-on training <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> One or more reports are submitted that enumerate, at a minimum, the total number of issues and defects submitted and resolved during the covered period, including all of the following for each issue and defect: <ul style="list-style-type: none"> When a ticket was submitted When the ticket was resolved The time taken to resolve the ticket The Service Level applicable to the ticket by category. The Service Level applicable to the ticket in time. The defect and issue resolution and hands-on training were provided consistent with the requirements described in Subtask 2.5 (Provide System Adoption Services).

Task 2 Maintenance and Operations	

5.6. Project Deliverable Expectations Document Template

Project Deliverable Expectations Document	
Project Deliverable Number:	Title of Deliverable:
Deliverable Description:	Contract/SOW Reference:
Frequency:	Initial Draft Submission Due Date:
County's Review of Draft Deliverable: [XX] Days	Final Submission Due Date: [XX] Days after receipt of draft comments
County Approval Required: Yes/No	Distribution: County Project Manager – 1 hard copy and 1 soft copy County Project Oversight – 1 soft copy
Contractor: Complete shaded area below	
Detailed Deliverable Outline:	
Deliverable Acceptance Criteria (include agreed upon requirements, format and contents, related to Deliverable):	
Prepared By (please print):	Date Submitted:
Date Submitted 2:	Date Submitted 3:
Phone Number:	E-mail:
Contractor Project Manager Signoff (For Key Deliverables):	
Contractor Representative Name:	Contractor Representative Position:
Contractor Representative Signature:	Date:
County Approval/Comments	
Approved By:	Date:
Signature:	
Comments:	



EXHIBIT A.3 (LICENSED SOFTWARE REQUIREMENTS)

TO THE

COST ACCOUNTING AND DECISION SUPPORT SYSTEM AND SERVICES
AGREEMENT

EXHIBIT A.3

LICENSED SOFTWARE REQUIREMENTS

This Exhibit A.3 (Licensed Software Requirements) is an attachment and addition to the Cost Accounting and Decision Support System and Services Agreement (the “**Agreement**”) entered into by and between the County of Los Angeles (“**County**”) and Strata Decision Technology LLC (“**Contractor**”), and is incorporated into the Agreement by reference hereof. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.

1. FUNCTIONAL REQUIREMENTS

Req. #	Requirement
Business & Functional Requirements	
CADSS-1	The CADS System (as used herein, “ CADSS ” or the “ System ”) shall meet the County's Business Objectives as outlined in Exhibit H (CADS System Business Objectives).
CADSS-2	The CADSS shall meet the County's requirements for procedure level Cost Accounting as described in Section 1.1.1 of Appendix N (Minimum Mandatory Requirements) to the RFP.
CADSS-3	The CADSS shall meet the County's Requirements for data aggregation and data integration as described in Section 1.2 of Appendix N (Minimum Mandatory Requirements) to the RFP.
CADSS-4	The CADSS shall meet the County's Requirements for multiple-facility use as described in Section 1.3 of Appendix N (Minimum Mandatory Requirements) to the RFP.
CADSS-5	The CADSS shall integrate historical and current financial and clinical data from a variety of source systems into a centralized database, on a regular basis (Daily, weekly, monthly, etc.) or any other frequency desired. The source systems are, but not limited to the following and set forth in Appendix D (Overview of LA DHS Technology Infrastructure) to the RFP.
CADSS-6	a. Electronic Medical Record – ORCHID (Cerner - Millennium)
CADSS-7	b. Patient Accounting – RCO (Affinity)
CADSS-8	c. General Ledger – eCAPS
CADSS-9	d. Payroll – Labor Cost Distribution System – OSHPD
CADSS-10	e. Human Resources – eHR
CADSS-11	f. Supply Procurement System - eProcurement
CADSS-12	g. Health Care Provider Management System - Cactus
CADSS-13	h. Contract Management Database - VATS & ANSOS
CADSS-14	i. Data Warehouse - CEDAR
CADSS-15	The CADSS shall provide the ability to add new data fields to interface files without incurring consulting fees or system upgrades for clinical data only.
CADSS-16	The CADSS shall monitor that data loaded into the System is complete, error free, and include an “audit trail” to identify the source of the incoming data including the date/time the data was loaded.
CADSS-17	The CADSS shall generate alerts to County and Contractor support if any data load errors occur, for example (1) the file is not found by a certain time, including due to a task not completing, or (2) the file is out of balance (e.g., the number of records posted is different from the number received).
CADSS-18	The CADSS shall continue to look for missing or incorrect data and continue to generate daily alerts until the problem is fixed.

Req. #	Requirement
CADSS-19	The CADSS shall be configured for scalability across multiple dimensions, for example department level, cost center, volume of data, data configuration with no impact to end user response times.
CADSS-20	The CADSS shall use a unique identifier to link patient data across data sources.
CADSS-21	The CADSS shall allocate indirect costs and provide validation that the cost allocations are in balance.
CADSS-22	The CADSS shall produce allocation exception reports when there is an imbalance and indicate where the imbalance occurred.
CADSS-23	The CADSS shall produce an exception report for source systems items with missing data elements when they are required (e.g. CPT code with no RVU value).
CADSS-24	The CADSS shall produce an exception report that flags statistics with no corresponding cost or cost with no corresponding statistics.
CADSS-25	The CADSS shall enable County to review the details regarding files uploaded through the file import tool (e.g., records posted and failures).
CADSS-26	The CADSS shall maintain all data and files for at least seven (7) years, even if the data is purged from the source systems.
CADSS-27	The CADSS shall enable data to be rolled up and analyzed at all the following levels, as depicted in Figure 2. LA DHS Sample Organization Roll Up Hierarchy and Classifications of Appendix N (Minimum Mandatory Requirements to the RFP:
CADSS-28	a. Agency level e.g., LA County Health Agency
CADSS-29	b. Organization e.g., Dept. of Health Services (DHS), Dept. of Mental Health (DMH), Dept. of Public Health (DPH)
CADSS-30	c. Facility level e.g., Medical Center
CADSS-31	d. Division level e.g., Med-Surg IC, Peds IC, etc...
CADSS-32	e. Department level e.g., Med IC, Surg IC, Med-Surg IC (these items roll up to Division level of "Med-Surg IC"), etc.
CADSS-33	f. Cost Center level e.g., Unit 101-ICU
CADSS-34	g. Medical Service level e.g., Urology, Neurology, Medicine, etc.
CADSS-35	h. Encounter level e.g., Inpatient, Outpatient, Infusion, etc.
CADSS-36	The CADSS shall support multiple organizations / facilities, individually and collectively.
CADSS-37	The CADSS shall allow the addition of any of the levels, identified on CADSS-29 thru CADSS-36, to be added during the year.
CADSS-38	The CADSS shall enable County to compare cost against internal and external benchmark data to enhance planning, budgeting, cost accounting and performance management activities. For example, (1) County can compare staffing of its ICUs across County's hospitals, and (2) County can compare its DRG length of stay data to CMS average length of stay data.
CADSS-39	The CADSS shall enable a patient population to be analyzed, and as applicable rolled up, by at least the following elements:
CADSS-40	a. Visit
CADSS-41	b. Inpatient Day
CADSS-42	c. Procedure (CPT Codes, Surgery)
CADSS-43	d. Performing Location
CADSS-44	e. Appointment Type (e.g., Audiology New, Dental General, Ortho New, etc.)
CADSS-45	f. Patient Specific Case Mix Index (Weight)
CADSS-46	g. Medicare Severity Diagnosis Related Group (MS-DRG)

Req. #	Requirement
CADSS-47	h. All Patients Refined Diagnosis Related Group (APR-DRG)
CADSS-48	i. RVU (Relative Value Unit)
CADSS-49	j. Provider ID
CADSS-50	k. ER Minute/OR Minute
CADSS-51	l. Diagnosis
CADSS-52	m. Medical Service
CADSS-53	n. Discharges
CADSS-54	o. Admissions
CADSS-55	p. Accommodation
CADSS-56	q. All ICD-10 Diagnoses
CADSS-57	r. Severity of Illness (SOI#)
CADSS-58	s. Risk of Mortality (ROM#)
CADSS-59	t. Major Diagnostic Category (MDC)
CADSS-60	u. Geometric Mean Length of Stay (GMLOS)
CADSS-61	v. Arithmetic (Average) Mean Length of Stay (AMLOS)
CADSS-62	w. Medical Record Number
CADSS-63	x. Insurance Code
CADSS-64	y. Last Name
CADSS-65	z. First Name
CADSS-66	aa. Age
CADSS-67	bb. Sex
CADSS-68	cc. Zip Code
CADSS-69	dd. Race
CADSS-70	ee. Membership Plan #
CADSS-71	ff. Line of Business
CADSS-72	gg. Episodes of Care
CADSS-73	The CADSS shall enable County to view and analyze cost, utilization and productivity information by each of the following:
CADSS-74	a. Direct costs, by expense account groups and as a total
CADSS-75	b. Indirect costs, by expense account groups and as a total
CADSS-76	c. Fixed costs, by expense account groups and as a total
CADSS-77	d. Variable costs, by expense account groups and as a total

Req. #	Requirement
CADSS-78	e. Unit of Measure cost, calculation of cost by unit of measure at the direct labor and supply level.
CADSS-79	f. Unit of Measure cost, calculation of cost by unit of measure at the indirect level.
CADSS-80	g. Unit of Measure cost, calculation of cost by unit of measure based on fully allocated cost.
CADSS-81	h. Traditional costing
CADSS-82	i. Activity based costing
CADSS-83	j. Time driven activity based costing
CADSS-84	k. Ratio of cost to charges
CADSS-85	l. Ratio of cost to RVU
CADSS-86	The CADSS shall provide reporting and Dashboards, with roll-up capabilities at all levels identified in requirements CADSS-28 thru CADSS-36, such as, 1) an ad hoc reporting tool, 2) best practice reports and 3) canned reports, including all standard reports set forth in Exhibit A.1.1 (Cost Accounting Reports and Dashboards).
CADSS-87	The CADSS shall allow patient data to be easily “de-identified” before printing or exporting.
CADSS-88	The CADSS shall analyze and identify opportunities to eliminate waste and improve efficiency, across episodes of care, service lines and patient populations throughout the entire delivery network.
CADSS-89	The CADSS shall enable County to perform standard variance analysis, reporting with drill-down, graphing and Online Analytical Processing (OLAP).
CADSS-90	The CADSS shall refresh the data for reports and dashboards on demand and on a daily basis.
CADSS-91	The CADSS shall provide the ability to produce and update documents and reports, including supplemental reports and schedules, in a web-based format, which provides the ability to have pop-up screens and sidebars and to be downloaded by external users.
CADSS-92	The CADSS shall enable County to analyze data, such as personnel labor payroll and drill down into the costs associated with activity and resource utilization at a monthly level.
CADSS-93	The CADSS shall enable the analysis of labor measures (e.g., expenses and hours) as volume changes over time, including comparisons across performing locations, facilities, and departments at a monthly level.
CADSS-94	The CADSS shall enable the review of departmental activity and trends based on a period of time established by County and changeable without intervention or action by Contractor.
CADSS-95	The CADSS will adjust cost for case mix variations.
CADSS-96	The CADSS shall enable each facility to report on its own activity and costs through cubes, SQL query, and other industry standard or Contractor developed analytics tools.
CADSS-97	The CADSS shall enable the County to define any number of expense account groups based upon the level of detail maintained within the general ledger.
CADSS-98	The CADSS shall calculate at a patient level (based on unique identifier) the total cost of care for a period of time selected by County and changeable without intervention or action by Contractor, including costs incurred at County facilities and if applicable, non-County facilities.
CADSS-99	The CADSS shall enable County to manually enter trial balance adjustments or upload an Excel file to make such adjustments.
CADSS-100	The CADSS shall provide the ability to add free text (e.g., budget narrative, comments, etc.).
CADSS-101	The CADSS shall allow multiple cost drivers such as RVUs (e.g., labor, capital, materials) for the same service code to support accurate costing.
CADSS-102	The CADSS shall produce an exception report when the sum of all cost types does not equal total costs.

Req. #	Requirement
CADSS-103	The CADSS shall generate operational budgets based on financial, clinical department and patient-level information using multiple methods of budgeting, including, but not limited to:
CADSS-104	a. Program Budgeting
CADSS-105	b. Line-item Budgeting
CADSS-106	c. Zero-Based Budgeting
CADSS-107	d. Performance-Based Budgeting
CADSS-108	e. Flexibility Budgeting
CADSS-109	The CADSS shall provide the ability to forecast budgets and perform "what if" modeling and analysis based on user-defined levels, which may include County unique data elements, including but not limited to:
CADSS-110	a. Cost of Living Adjustment, as a whole or specific to a Bargaining Unit
CADSS-111	b. Pay Differentials
CADSS-112	c. Step Increases
CADSS-113	d. Special Pay - Bonuses
CADSS-114	e. Salary Detail at the employee level
CADSS-115	The CADSS shall provide County the ability to review, analyze, and monitor data at any stage of the budget development cycle.
CADSS-116	The CADSS shall enable County to compare the budget models (identified in CADSS-104 thru CADSS-115) amongst themselves and compare them against the County's operating budget.
CADSS-117	The CADSS shall provide the ability to establish budgets at User-defined levels of the Organizational Structure.
CADSS-118	The CADSS shall provide the ability to develop, track and publish budgets based on User-defined performance metrics.
CADSS-119	The CADSS shall provide the ability to update performance goals and objectives.
CADSS-120	The CADSS shall provide the ability to generate statements showing requested, recommended and approved budget with the ability to rollover from one stage to the next stage.
CADSS-121	The CADSS shall provide the ability to define multiple approvers and approval stages and review the budget at each User-defined stage.
CADSS-122	The CADSS shall provide automatic e-mail notifications to support budget approval workflow.
CADSS-123	The CADSS shall provide the ability to track requested, recommended and approved budget, and decision level, with the ability to rollover data from one budget version/stage to the next budget version/stage.
CADSS-124	The CADSS shall provide the ability to support all phases of the budget cycle and allocate line items by User-defined parameters, including but not limited to:
CADSS-125	a. Program (e.g., TB, AIDS programs)
CADSS-126	b. Organization Structure (as listed in CADSS-28 thru CADSS-36)
CADSS-127	c. Project (e.g., OneTime and Special projects)
CADSS-128	d. Grant
CADSS-129	e. Appropriation Category (e.g., Salary, Services & Supplies)

Req. #	Requirement
CADSS-130	f. User-defined time period
CADSS-131	The CADSS shall use the CDM (Charge Description Master) in the EHR System.
CADSS-132	The CADSS shall provide audit/log tracking of changes, including which User made what change and when. As such the CADSS shall provide the ability to apply and track dollar and position adjustments to authorized appropriations, across multiple years, including but not limited to the following:
CADSS-133	a. One-Time vs. Limited Term vs. Ongoing
CADSS-134	b. Supplemental
CADSS-135	c. Emergency
CADSS-136	d. Mid-year Adjustments
CADSS-137	e. Transfers
CADSS-138	The CADSS shall provide functionality for budget modeling and scenario analysis.
CADSS-139	The CADSS shall allow County to conduct continuous improvement analysis.
CADSS-140	The CADSS shall provide functionality for setting and measuring productivity goals and targets, analysis, reporting and performance management.
CADSS-141	The CADSS shall provide contract modelling to compare actual reimbursements to expected reimbursements based on contract terms
CADSS-142	The CADSS shall provide revenue per unit of service by department and or service line. To compare budget versus actual revenue
CADSS-143	The CADSS shall provide the ability to drill down by cost center and account, down to source documents, such as invoices, when available.
CADSS-144	The CADSS shall provide the ability by authorized users to override appropriation control, and to track/review transactions which occur due to override.

2. TECHNICAL REQUIREMENTS

Req. #	Requirement
General Technical Requirements	
System Administration	
CADSS-145	The CADSS shall allow authorized site-specific users to manage site-specific user groups and user accounts up to and including their level of authority.
CADSS-146	The CADSS shall allow administrators to delegate authority, by user group, to reset password.
CADSS-147	The CADSS shall allow administrators to delegate authority, by user group, to restore System access of locked out user.
CADSS-148	The CADSS shall provide the ability to restrict access based on users' accounts' privileges.
CADSS-149	The CADSS shall allow the restriction of rights, privileges or access at the user and group level.
CADSS-150	The CADSS shall allow restricting the rights, privileges or access of processes to the minimum required for authorized tasks.
CADSS-151	The CADSS shall have the ability to suspend user access based on a table-driven parameter (e.g., employment status).
CADSS-152	The CADSS shall have the ability to suspend user access based on a pre-set date or based on hospital policy requiring renewal of access approval on a variable basis for non-County employees.
CADSS-153	The CADSS allows revocation of the access privileges of a user without requiring deletion of the user.

Req. #	Requirement
CADSS-154	The CADSS shall allow assigning multiple roles to one user.
Administrative Reporting	
CADSS-155	The CADSS shall implement event, audit and access logging that complies with current HIPAA Security Rule.
CADSS-156	The CADSS shall provide summarized and detailed reports on user access, usage logs, and other standard back-end administrative reporting.
CADSS-157	The CADSS shall provide online reporting capability to authorized County System managers for necessary review and accountability.
CADSS-158	The CADSS shall provide error and exception reports.
CADSS-159	The CADSS shall provide usage reports.
CADSS-160	The CADSS shall provide configuration, user accounts, roles and privileges reports.
CADSS-161	The CADSS shall provide a listing of privileged account holders within the System hosting environment.
Configuration Management	
CADSS-162	The CADSS shall provide the ability to maintain multiple operating environments for development, test, training and production.
CADSS-163	The CADSS shall ensure administration interfaces require strong authentication and authorization.
CADSS-164	The CADSS shall provide administrator privileges that are separated based on roles (e.g., site content developer, System administrator).
CADSS-165	The CADSS shall provide secured remote administration channels (e.g., SSL, VPN).
CADSS-166	The CADSS shall provide configuration stores that are secured from unauthorized access and tampering.
CADSS-167	The CADSS shall provide user accounts and service accounts used for configuration management that provide only the minimum privileges required for the task.
System Security Requirements	
User Profiles/Roles	
CADSS-168	The CADSS shall provide the ability for users to define and store user profile information, including but not limited to, the user's name, user ID, employee ID, professional designation, etc.
CADSS-169	The CADSS shall have the ability to link the user logon ID to his/her employee number or contractor social security number, as well as to the location or group of locations to which the user is assigned.
CADSS-170	The CADSS shall have the ability to identify the type of single enterprise authentication used for System access, e.g. MS Active Directory.
CADSS-171	The CADSS shall provide the ability to define user roles and user groups and associate these with user accounts.
CADSS-172	The CADSS shall allow the creation and assignment of user roles that limit a user's privileges to their scope of practice.
CADSS-173	The CADSS shall have role-based security and shall enable access of reports and dashboards to be restricted to specific roles based on security levels.
CADSS-174	The CADSS shall allow the creation and assignment of user roles that define their required and allowed actions in workflows.
CADSS-175	The CADSS shall allow the assignment of multiple roles to be selected from by the user at login.
CADSS-176	The CADSS shall allow users to customize their interfaces with favorited or regularly used reports.
System Access	
CADSS-177	The CADSS shall provide ability to use a single user sign-on for all modules with security configured for each module.

Req. #	Requirement
CADSS-178	The CADSS shall have the ability to identify and log IP addresses of connecting devices
CADSS-179	The CADSS shall have the ability for security module to be maintained by an in-house System Administrator.
CADSS-180	The CADSS shall allow an unlimited number of users to access and use the system at the same time.
CADSS-181	The CADSS shall provide an efficient, flexible way to control and administer multiple levels of user access.
CADSS-182	The CADSS shall have the ability to support web based client access or other internet based client access technologies, with appropriate security access controls.
CADSS-183	The CADSS shall provide password complexity system standards consistent with County standards
CADSS-184	The CADSS shall provide the password change rules for user accounts consistent with County standards
CADSS-185	The CADSS shall provide lock-out capability after a pre-defined number of unsuccessful user sign-on attempts.
CADSS-186	The CADSS shall not display passwords as clear text (Password Masking).
CADSS-187	The CADSS shall provide integrated security managed in a central accounts database.
CADSS-188	The CADSS shall provide a viewable list of Users logged on to System in real-time.
CADSS-189	The CADSS shall allow addition of user-defined messages to logon screen.
CADSS-190	The CADSS shall encrypt passwords before being stored or transmitted.
CADSS-191	The CADSS shall encrypt sensitive data transmitted between clients and servers using Secure Socket Layer (SSL) Certificates, Transport Layer Security (TLS), or by other means.
CADSS-192	The CADSS shall restrict users, based on their security role from directly accessing the database.
CADSS-193	The CADSS shall have the ability to assign application access rights across entire suite of applications at a single point of entry.
CADSS-194	The CADSS shall support a pre-defined time for passwords to be changed and suspended per user's role, access level and defined inactivity period. The LA DHS standard for users is 90 days.
Authentication	
CADSS-195	The CADSS shall insure all system and user accounts are identified.
CADSS-196	The CADSS shall insure Two-factor authentication for public facing access to the application.
CADSS-197	The CADSS shall insure integration capability with the County's Azure Active Directory through a SSO mechanism /experience.
CADSS-198	The CADSS shall insure web sites are partitioned into un-restricted and restricted areas using separate folders.
CADSS-199	The CADSS shall provide authentication that uses least-privileged accounts.
CADSS-200	The CADSS shall insure that minimum error information is returned in the event of authentication failure.
CADSS-201	The CADSS shall have the ability to support biometrics and biometrics plus passwords (e.g., fingerprint scan and fingerprint scan plus password).
CADSS-202	The CADSS shall authenticate the user before any access is allowed to protected resources (e.g., Protected Health Information).
CADSS-203	The CADSS shall insure credentials are secured/encrypted in storage, and over the wire via Secure Socket Layer (SSL/TLS) or IP Security (IPSec), if Structured Query Language (SQL) authentication is used (e.g., communication between the application server and the database server).
Authorization	
CADSS-204	The CADSS shall insure measures are in place to prevent, detect and log unauthorized attempts to access the System.

Req. #	Requirement
CADSS-205	The CADSS shall insure rights and privileges are assigned based on authorization roles.
CADSS-206	The CADSS shall insure database restricts access to stored procedures to authorized accounts only.
CADSS-207	The CADSS shall insure all account IDs that are used by the System are identified and the resources accessed by each account is known.
CADSS-208	The CADSS shall insure roles are mapped to user and data interfaces. Role rights and privileges are identified and maintained in an access control list.
CADSS-209	The CADSS shall insure resources are mapped to System roles and allowed operations for each role.
Integrity Controls	
CADSS-210	The CADSS shall insure measures are in place to detect unauthorized changes to information.
CADSS-211	The CADSS shall insure measures are in place to protect information from being accidentally overwritten.
CADSS-212	The CADSS shall support integrity mechanisms for transmission of both incoming and outgoing files, such as parity checks and cyclic redundancy checks (CRCs).
CADSS-213	The CADSS shall insure measures are in place to prevent the upload of unauthorized files (e.g., executable files).
Sensitive Data (e.g., ePHI, Personally Identifiable Information)	
CADSS-214	The CADSS shall insure sensitive data and secrets are not incorporated in code.
CADSS-215	The CADSS shall insure secrets are stored securely using a one-way hash. Database keys, connections, passwords, or other secrets are not stored in plain text.
CADSS-216	The CADSS shall insure sensitive data is not logged in clear text by the System.
CADSS-217	The CADSS shall insure sensitive data is not transmitted using insecure protocols, such as FTP, telnet, tftp etc., unless tunneled through an authenticated encrypted connection (e.g. VPN). Contractor will utilize sFTP, or PGP encryption upon County request.
CADSS-218	The CADSS shall insure sensitive data is not stored in persistent cookies.
CADSS-219	The CADSS shall insure measures are in place to prevent, detect and log unauthorized attempts to access sensitive or confidential data.
CADSS-220	The CADSS shall restrict transactions involving financial or sensitive data to authorized user sessions originating on the County Intranet WAN only. Access to such transactions from the Internet is blocked.
CADSS-221	The CADSS shall restricts access to financial transactions and other sensitive data by authorized users outside the County Intranet to Read Only mode.
CADSS-222	The CADSS shall insure all user sessions involving financial transactions or sensitive data are encrypted using SSL/TLS /HTTPS.
CADSS-223	The CADSS shall provide administrative ability to block users' access to individual patient records for privacy reasons.
Encryption	
CADSS-224	The CADSS shall have the ability to encrypt electronic PHI at rest or in motion, and support all required encryption processes, to conform with the current HIPAA Security Rule.
Input Validation	
CADSS-225	The CADSS shall insure that input validation is applied whenever input is received through user or external data interfaces. The validation approach is to constrain, reject, and then sanitize input.
CADSS-226	The CADSS shall be designed with System validation that assumes that user input is malicious.
CADSS-227	The CADSS shall validate data for type, length, format, and range. Data validation is consistent across the System.

Req. #	Requirement
CADSS-228	The CADSS shall be designed to avoid un-trusted input of file name and file paths. (i.e. CADSS does not accept file names or file paths from calling functions. CADSS decisions are not made based on user-supplied file names and paths.)
CADSS-229	The CADSS shall be designed so that the System does not use parent paths when data within the System is being accessed. Attempts to access resources using parent paths are blocked.
CADSS-230	The CADSS shall insure web server always asserts a character set: a locale and a country code, such as en_US.
Parameter Manipulation	
CADSS-231	The CADSS shall ensure all input parameters are validated (including form fields, query strings, cookies, and HTTP headers).
CADSS-232	The CADSS shall ensure sensitive data is not passed in query strings or form fields.
CADSS-233	The CADSS shall support security decisions on information other than HTTP header information.
System Use and Interoperability	
Scalability	
CADSS-234	The CADSS shall be scalable and adaptable to meet any reasonable future growth and expansion needs.
CADSS-235	The CADSS shall contain a single database for all solutions and modules.
Interfaces	
CADSS-236	The CADSS shall be able to resend a specific transaction (e.g. daily file) or a set of transactions during a specific time period on demand.
CADSS-237	The CADSS shall provide the ability to perform data transformations.
CADSS-238	The CADSS shall provide the ability to load information from standard format data file(s) e.g. CSV, tab-delimited, XML, etc.
CADSS-239	The CADSS shall monitor for errors and send alerts if certain time limits have been exceeded.
External Data Sharing and Interoperability	
CADSS-240	The CADSS shall provide the ability to automatically extract batch data and FTP/SFTP/FTPS batch transfers to external agencies.
Data Conversion	
CADSS-241	The Proposer shall provide all services needed to transform, standardize, migrate and load external legacy electronic data in order to establish an initial database suitable for live organization operations.
Flexibility	
CADSS-242	The CADSS shall insure functionality and associated business rules shall be configurable without requiring "code" modifications.
CADSS-243	The CADSS shall provide screens that are configurable, providing ability to reposition and rename field labels, remove or "turn-off" unused fields, and allow addition of custom-defined fields.
CADSS-244	The CADSS shall provide the ability for on-line access by any site connected to the organization WAN.
CADSS-245	The CADSS shall provide the ability for secure remote access by authorized individuals (e.g. web based VPN access).
End-user Interface	
CADSS-246	The CADSS shall use the standard out-of-the-box GUI tools to create solution user interfaces.
CADSS-247	The CADSS shall provide dynamic content and views based on user role.

Req. #	Requirement
CADSS-248	The CADSS shall have a customizable online documentation and training materials such as context-specific help, search capability, organization-specific business process documentation and process maps.
CADSS-249	The CADSS shall allow for field level edit checks for transactions during data entry and provide immediate user feedback, including error messages and possible corrective actions.
CADSS-250	The CADSS shall have the ability to design a preferred sequence to make data-entry columns and fields match the workflow.
CADSS-251	The CADSS shall allow for the option of auto-fill capability per transaction/field entry throughout all modules.
CADSS-252	The CADSS shall have the ability to restrict free form entry (e.g., provide drop down calendar for date field).
CADSS-253	The CADSS shall have intelligent spell checking of text fields.
CADSS-254	The CADSS shall minimize the necessity of the mouse when user performs data entry tasks.
CADSS-255	The CADSS shall provide the ability for a single user to open multiple sessions concurrently.
Reporting	
CADSS-256	The CADSS shall present data in graphical (e.g. charts, graphs) and numeric displays based on data within the System.
CADSS-257	The CADSS shall have the ability to export reports directly to MS Office, HTML, PDF, or XML formats and any other industry standards.
CADSS-258	The CADSS shall provide ad hoc and standard query capabilities (with and without input parameters).
CADSS-259	The ad hoc reporting tool shall be able to access any delivered or added fields in the database.
CADSS-260	The CADSS shall provide ability to create and maintain a report distribution mechanism with predefined reports (e.g., monthly reports that are specific by role, organization, and location via portal or Web).
CADSS-261	The CADSS shall provide security to protect reports created by one user from being viewed, modified, and/or executed by another user.
CADSS-262	The CADSS shall provide the ability to view previously generated reports by any user as allowed by their user role.
CADSS-263	The CADSS shall provide capability to schedule reports and dashboards to run automatically according to County specified intervals.
CADSS-264	The CADSS shall allow for reporting by exception.
CADSS-265	The CADSS shall allow print preview of all reports before printing and have print screen and selective page(s) print functionality.
CADSS-266	The CADSS shall allow for user-friendly end-user report creation without requiring technical staff or expertise to create and publish reports within the modules.
Content and Document Management	
CADSS-267	The CADSS shall have the ability to scan, attach and store imaged (scanned) documents and electronic files.
CADSS-268	The CADSS shall enable attachment of documents to e-mails and e-mail distribution lists.
System Hosting Requirements	
Hosting Service Overview	
CADSS-269	The Proposer's hosting services shall be hosted at a Tier 3 Data Center as defined by the UpTime Institute.
CADSS-270	The Proposer's hosting services shall be hosted at locations at multiple geographically dispersed locations.
CADSS-271	The Proposer's hosting services shall ensure facilities protected by industry standard provisions from locally high-risk natural disasters.
CADSS-272	The Proposer's hosting services shall ensure each Hosting facility has at least two industry standard diverse external network connections.

Req. #	Requirement
CADSS-273	The Proposer's hosting services shall provide adequate firewall protection in order to secure Personal Data and other Confidential Information users of the CADSS from unauthorized access by third parties.
Cloud Hosting	
CADSS-274	The CADSS shall be hosted on an industry standard cloud hosting platform.
CADSS-275	The Proposer's hosting services cloud solution must allow for hosting in the cloud without excessive effort and/or re-configuration. Cloud implementation models may include SaaS or PaaS.
CADSS-276	The Proposer's hosing services implementation of the cloud solution must meet the security requirements and other cloud-related policies relating to existing County standards.
CADSS-277	The CADSS hosting services cloud solution must meet the Direction for Electronic Data Residency for protected B information.
CADSS-278	The Proposer shall own, manage and operate the cloud hosting platform and infrastructure or contract.
Hosting Service Operations	
CADSS-279	The Proposer shall have a process in place for transitioning from development to production operations.
CADSS-280	The Proposer shall have well established maintenance and management procedures.
CADSS-281	The Proposer shall have a documented process for capacity planning and management.
CADSS-282	The Proposer shall have a documented methodology for monitoring, measuring, and reporting the performance metrics and System accounting information.
CADSS-283	The Proposer shall have a documented procedure for management of 24x7x365 staff and operations.
CADSS-284	The Proposer shall monitor the computing systems and communications circuits 24x7x365.
CADSS-285	The Proposer shall have a documented procedure for incident response and escalation.
CADSS-286	The Proposer shall have a documented procedure for managing, monitoring, and maintaining interfaces.
CADSS-287	The Proposer shall manage and clearly communicate roles and responsibilities for its staff and County staff.
CADSS-288	The Proposer shall provide continuous monitoring and management of the Hosting Environment to optimize support, performance, and System availability.
CADSS-289	The Proposer shall provide a means for the County to monitor System uptime and response time of the Hosted Services.
CADSS-290	The Proposer shall provide and maintain a method for escalation of issues, and log all incidents, problems and error corrections.
Hosting Service Disaster Preparedness & Recovery	
CADSS-291	The Proposer shall have a documented procedure for responding to unscheduled downtime.
CADSS-292	The Proposer shall have documented procedures for real-time client communication in the event of an unscheduled downtime.
CADSS-293	The CADSS shall have the ability to seamlessly failover to a secondary site in a different geographic location and/or disaster zone.
CADSS-294	The CADSS shall have the ability to report on uptime/downtime history.
Hosting Service Security	
CADSS-295	The Proposer shall provide physical and logical security for all service components (hardware and software) and data.
CADSS-296	The Proposer shall use industry standard encryption for all data at rest or in motion.

Req. #	Requirement
CADSS-297	The Proposer shall provide intrusion detection and prevention, including network intrusion and virus detection systems throughout Hosted Services network and computing infrastructure.
CADSS-298	The Proposer shall meet the requirements of the current Federal HHS HIPAA Security Rule.
CADSS-299	The Proposer shall meet the requirements of California State Administrative Manual Section 5300 http://sam.dgs.ca.gov/TOC/5300.aspx
Hosting Service Levels	
CADSS-300	The Proposer shall provide an approach for defining and calculating System availability.
CADSS-301	The Solution shall maintain 99.8% availability — including planned maintenance.
CADSS-302	The CADSS shall track System uptime and transaction response times in order to demonstrate operation within acceptable levels.
CADSS-303	The Proposer shall have a documented procedure for communicating regarding Service Level performance and monitoring activities.



EXHIBIT A.4 (ACCEPTANCE CERTIFICATE)

TO THE

COST ACCOUNTING AND DECISION SUPPORT SYSTEM AND SERVICES AGREEMENT

EXHIBIT A.4

ACCEPTANCE CERTIFICATE

Contractor is submitting this Acceptance Certificate to the County Project Manager and the County Project Director for Approval in connection with the Key Deliverable described below. This Acceptance Certificate must be Approved by the County Project Manager and the County Project Director, as evidenced by the County Project Manager's and the County Project Director's signature below, before Contractor can invoice County for payment in connection with the Holdback Amount associated with this Key Deliverable.

TO BE COMPLETED BY CONTRACTOR	
Key Deliverable Number:	Title of Key Deliverable:
Key Deliverable Description:	Contract/Statement of Work Reference:
Submitted By:	Email:
Phone Number:	Submission Date:

COUNTY APPROVAL	
County Project Manager Approval	County Project Director Approval
By: _____	By: _____
Name: _____	Name: _____
Date: _____	Date: _____



EXHIBIT A.5 (PROJECT WORK PLAN)

TO THE

COST ACCOUNTING AND DECISION SUPPORT SYSTEM AND SERVICES
AGREEMENT

LA County
Consolidated Workplan Tasks



Solution	Phase	Task	Start Date	End Date	Duration	SOW Task
Technical Activation	General	Project Start	1/4/2021	1/4/2021	Milestone	
Technical Activation	General	Planning	1/4/2021	1/8/2021	1 Week	
Technical Activation	General	Technical Onboarding	1/4/2021	1/8/2021	1 Week	
Technical Activation	General	Weekly Meetings	1/11/2021	2/12/2021	5 Weeks	1.4
Technical Activation	Phase 1: Technical Implementation	Technical Activation Kick-Off	1/11/2021	1/15/2021	1 Week	
Technical Activation	Phase 1: Technical Implementation	Kick-Off Complete	1/15/2021	1/15/2021	Milestone	
Technical Activation	Phase 1: Technical Implementation	Workstation Requirements	1/18/2021	2/12/2021	4 Weeks	3.1
Technical Activation	Phase 1: Technical Implementation	Initial User Import	1/18/2021	2/12/2021	4 Weeks	2.5
Technical Activation	Phase 1: Technical Implementation	Login Provisioning	1/18/2021	2/12/2021	4 Weeks	3.1
Technical Activation	Phase 2: Go Live & Support	Go-Live	2/15/2021	2/15/2021	Milestone	
Technical Activation	Phase 2: Go Live & Support	Post Go-Live User Provisioning Support	2/15/2021	2/19/2021	1 Week	
Technical Activation	Phase 2: Go Live & Support	Prep for Technical Consulting Introduction	2/15/2021	2/19/2021	1 Week	
Technical Activation	Phase 2: Go Live & Support	Technical Consulting Introduction	2/22/2021	2/26/2021	1 Week	7.4
Technical Activation	Phase 2: Go Live & Support	Project Closed	2/26/2021	2/26/2021	Milestone	7.4
Data Integration	General	Project Start	1/4/2021	1/4/2021	Milestone	
Data Integration	General	FD/MR - Weekly Meetings	1/18/2021	6/4/2021	20 Weeks	1.4
Data Integration	General	HB/PB - Weekly Meetings	1/18/2021	8/6/2021	29 Weeks	1.4
Data Integration	Phase 1: DI Planning	Data Integration Planning	1/4/2021	2/26/2021	8 Weeks	1.1, 1.2
Data Integration	Phase 1: DI Planning	FD/MR - Data Discovery Meeting	1/11/2021	1/15/2021	1 Week	2.2, 3.1
Data Integration	Phase 1: DI Planning	HB/PB - Data Discovery Meeting	1/11/2021	1/15/2021	1 Week	2.2, 3.1
Data Integration	Phase 1: DI Planning	HB - Client to Gather & Validate Initial Hospital Billing Definition & Data File	1/18/2021	2/19/2021	5 Weeks	2.2
Data Integration	Phase 1: DI Planning	PB - Client to Gather & Validate Initial Professional Billing Def Data Files	1/18/2021	2/19/2021	5 Weeks	2.2
Data Integration	Phase 1: DI Planning	FD - Client to Gather & Validate Initial Shared Dimension & Data Files	1/18/2021	2/19/2021	5 Weeks	2.2
Data Integration	Phase 1: DI Planning	MR - Client to Gather & Validate Initial Detail Files	1/18/2021	2/19/2021	5 Weeks	2.2
Data Integration	Phase 1: DI Planning	SOW Review Complete	2/26/2021	2/26/2021	Milestone	1.3
Data Integration	Phase 1: DI Planning	Planning Complete	2/26/2021	2/26/2021	Milestone	1.3
Data Integration	Phase 2: DI Requirements/Design	Kick-Off (On-Site/Remote)	3/1/2021	3/5/2021	1 Week	1.3
Data Integration	Phase 2: DI Requirements/Design	Kick-Off Complete	3/5/2021	3/5/2021	Milestone	1.3
Data Integration	Phase 2: DI Requirements/Design	HB - Strata to Review Initial Sample Files Received and Provide Feedback	2/22/2021	3/5/2021	2 Weeks	2.3
Data Integration	Phase 2: DI Requirements/Design	PB - Strata to Review Initial Sample Files Received and Provide Feedback	2/22/2021	3/5/2021	2 Weeks	2.3
Data Integration	Phase 2: DI Requirements/Design	FD - Strata to Review Initial Sample Files Received and Provide Feedback	2/22/2021	3/5/2021	2 Weeks	2.3
Data Integration	Phase 2: DI Requirements/Design	MR - Strata to Review Initial Sample Files Received and Provide Feedback	2/22/2021	3/5/2021	2 Weeks	2.3
Data Integration	Phase 2: DI Requirements/Design	HB - Client to Gather & Validate Final Sample Files	3/8/2021	3/26/2021	3 Weeks	2.3
Data Integration	Phase 2: DI Requirements/Design	PB - Client to Gather & Validate Final Sample Files	3/8/2021	3/26/2021	3 Weeks	2.3
Data Integration	Phase 2: DI Requirements/Design	FD - Client to Gather & Validate Final Files	3/8/2021	3/19/2021	2 Weeks	2.3
Data Integration	Phase 2: DI Requirements/Design	MR - Client to Gather & Validate Final Files	3/8/2021	3/19/2021	2 Weeks	2.3
Data Integration	Phase 2: DI Requirements/Design	HB - ALL Client Final Sample Files & Sign-Off Received	3/26/2021	3/26/2021	Milestone	2.3
Data Integration	Phase 2: DI Requirements/Design	PB - ALL Client Final Sample Files & Sign-Off Received	3/26/2021	3/26/2021	Milestone	2.3
Data Integration	Phase 2: DI Requirements/Design	FD - ALL Client Final Sample Files & Sign-Off Received	3/19/2021	3/19/2021	Milestone	2.3
Data Integration	Phase 2: DI Requirements/Design	MR - ALL Client Final Sample Files & Sign-Off Received	3/19/2021	3/19/2021	Milestone	2.3
Data Integration	Phase 3: DI System Configuration	HB - Configure, Import & Validate Hospital Billing Definition/Data Extracts	3/29/2021	5/7/2021	6 Weeks	3.4
Data Integration	Phase 3: DI System Configuration	PB - Configure, Import & Validate Professional Billing Definition/Data Extracts	3/29/2021	5/7/2021	6 Weeks	3.4
Data Integration	Phase 3: DI System Configuration	FD - Configure, Import & Validate Financial Definition/Data Extracts	3/22/2021	4/16/2021	4 Weeks	3.4
Data Integration	Phase 3: DI System Configuration	MR - Configure, Import & Validate MR Detail Data Extracts	3/22/2021	4/16/2021	4 Weeks	3.4
Data Integration	Phase 3: DI System Configuration	FD - Sample Validation Training (Remote)	4/19/2021	4/23/2021	1 Week	4.5, 5.3
Data Integration	Phase 4: DI Client Testing	FD - Client to Validate Shared Definitions & Sample Data Extract	4/19/2021	4/30/2021	2 Weeks	
Data Integration	Phase 4: DI Client Testing	MR - Client to Validate Sample MR Detail Extracts	4/19/2021	4/30/2021	2 Weeks	
Data Integration	Phase 4: DI Client Testing	FD - Shared Definitions & Sample Financial Data Validated & Data Spec Sign-Off	4/30/2021	4/30/2021	Milestone	
Data Integration	Phase 4: DI Client Testing	MR - MR Detail Extracts Validated & Signed Off	4/30/2021	4/30/2021	Milestone	
Data Integration	Phase 4: DI Client Testing	FD - Historical Files Delivered to Strata	5/3/2021	5/7/2021	1 Week	
Data Integration	Phase 4: DI Client Testing	MR - Historical Files Delivered to Strata	5/3/2021	5/7/2021	1 Week	
Data Integration	Phase 4: DI Client Testing	FD - Historical Files Imported & Strata Validated	5/10/2021	5/14/2021	1 Week	

LA County
Consolidated Workplan Tasks



Solution	Phase	Task	Start Date	End Date	Duration	SOW Task
Data Integration	Phase 4: DI Client Testing	MR - Historical Files Imported & Strata Validated	5/10/2021	5/14/2021	1 Week	
Data Integration	Phase 4: DI Client Testing	FD - Client to Validate Historical Files	5/17/2021	5/28/2021	2 Weeks	
Data Integration	Phase 4: DI Client Testing	MR - Client to Validate Historical Files	5/17/2021	5/28/2021	2 Weeks	
Data Integration	Phase 4: DI Client Testing	FD - ALL Historical Files Validated & Sign-Off Received	5/28/2021	5/28/2021	Milestone	
Data Integration	Phase 4: DI Client Testing	MR - ALL Historical Files Validated & Sign-Off Received	5/28/2021	5/28/2021	Milestone	
Data Integration	Phase 4: DI Client Testing	HB - Sample Validation Training (On-Site/Remote)	5/10/2021	5/14/2021	1 Week	5.3
Data Integration	Phase 4: DI Client Testing	PB - Sample Validation Training (On-Site/Remote)	5/10/2021	5/14/2021	1 Week	5.3
Data Integration	Phase 4: DI Client Testing	HB - Client to Validate Definitions & Sample Hospital Billing Data Extracts	5/10/2021	6/4/2021	4 Weeks	4.5
Data Integration	Phase 4: DI Client Testing	PB - Client to Validate Definitions & Sample Professional Billing Data Extracts	5/10/2021	6/4/2021	4 Weeks	4.5
Data Integration	Phase 4: DI Client Testing	HB- Definitions & Sample Hosp Billing Data Validated & Data Spec Sign-Off	6/4/2021	6/4/2021	Milestone	4.5
Data Integration	Phase 4: DI Client Testing	PB - Definitions & Sample Prof Billing Data Validated & Data Spec Sign-Off	6/4/2021	6/4/2021	Milestone	4.5
Data Integration	Phase 4: DI Client Testing	HB - Historical Files Delivered to Strata	6/7/2021	6/18/2021	2 Weeks	
Data Integration	Phase 4: DI Client Testing	PB - Historical Files Delivered to Strata	6/7/2021	6/18/2021	2 Weeks	
Data Integration	Phase 4: DI Client Testing	HB - Historical Files Imported & Strata Validated	6/21/2021	7/2/2021	2 Weeks	
Data Integration	Phase 4: DI Client Testing	PB - Historical Files Imported & Strata Validated	6/21/2021	7/2/2021	2 Weeks	
Data Integration	Phase 4: DI Client Testing	HB - Client to Validate Historical Files	7/5/2021	7/30/2021	4 Weeks	4.5
Data Integration	Phase 4: DI Client Testing	PB - Client to Validate Historical Files	7/5/2021	7/30/2021	4 Weeks	4.5
Data Integration	Phase 4: DI Client Testing	HB - ALL Historical Files Validated & Sign-Off Received	7/30/2021	7/30/2021	Milestone	4.5
Data Integration	Phase 4: DI Client Testing	PB - ALL Historical Files Validated & Sign-Off Received	7/30/2021	7/30/2021	Milestone	4.5
Data Integration	Phase 5: DI Go-Live & Support	FD - Automation Configuration and Testing	5/31/2021	6/4/2021	1 Week	
Data Integration	Phase 5: DI Go-Live & Support	MR - Automation Configuration and Testing	5/31/2021	6/4/2021	1 Week	
Data Integration	Phase 5: DI Go-Live & Support	FD/MR- ALL Automation Testing Complete & Sign-Off Received	6/4/2021	6/4/2021	Milestone	
Data Integration	Phase 5: DI Go-Live & Support	FD - Go-Live Support	6/7/2021	7/2/2021	4 Weeks	6.3
Data Integration	Phase 5: DI Go-Live & Support	MR - Go-live Support	6/7/2021	7/2/2021	4 Weeks	6.3
Data Integration	Phase 5: DI Go-Live & Support	HB - Automation Configuration and Testing	8/2/2021	8/6/2021	1 Week	
Data Integration	Phase 5: DI Go-Live & Support	PB - Automation Configuration and Testing	8/2/2021	8/6/2021	1 Week	
Data Integration	Phase 5: DI Go-Live & Support	HB/PB - ALL Automation Testing Complete & Sign-Off Received	8/6/2021	8/6/2021	Milestone	
Data Integration	Phase 5: DI Go-Live & Support	PB - Go-Live Support	8/9/2021	9/3/2021	4 Weeks	6.3
Data Integration	Phase 5: DI Go-Live & Support	HB - Go-Live Support	8/9/2021	9/3/2021	4 Weeks	6.3
Data Integration	Phase 5: DI Go-Live & Support	FD/HB/PB - Data Management Training (On-Site/Remote)	8/9/2021	8/13/2021	1 Week	
Data Integration	Phase 5: DI Go-Live & Support	Prep for Technical Consulting Introduction	8/16/2021	8/20/2021	1 Week	7.1
Data Integration	Phase 5: DI Go-Live & Support	Deactivate Impl SFTP Accounts	8/20/2021	8/20/2021	Milestone	
Data Integration	Phase 5: DI Go-Live & Support	Technical Consulting Introduction	8/20/2021	8/20/2021	Milestone	7.4
Data Integration	Phase 5: DI Go-Live & Support	Project Closed	8/20/2021	8/20/2021	Milestone	7.4
Decision Support Cost Accounting	General	Project Start	1/4/2021	1/4/2021	Milestone	
Decision Support Cost Accounting	General	Weekly Meetings	3/1/2021	12/13/2021	41 Weeks	1.4
Decision Support Cost Accounting	Phase 1: HB/PB Costing Planning	Planning	1/4/2021	2/26/2021	8 Weeks	1.1, 1.2
Decision Support Cost Accounting	Phase 1: HB/PB Costing Planning	Solution Planning Introduction Call	2/22/2021	2/26/2021	1 Week	
Decision Support Cost Accounting	Phase 1: HB/PB Costing Planning	Planning Complete	2/26/2021	2/26/2021	Milestone	1.3
Decision Support Cost Accounting	Phase 1: HB/PB Costing Planning	SOW Review Complete	2/26/2021	2/26/2021	Milestone	1.3
Decision Support Cost Accounting	Phase 2: HB/PB Costing Requirements/Design	Client to Complete Pre-Kickoff Requirements	2/8/2021	2/26/2021	3 Weeks	2.1
Decision Support Cost Accounting	Phase 2: HB/PB Costing Requirements/Design	Kick-Off (On-Site/Remote)	3/1/2021	3/1/2021	Milestone	1.3
Decision Support Cost Accounting	Phase 2: HB/PB Costing Requirements/Design	Kick-Off Complete	3/1/2021	3/1/2021	Milestone	1.3
Decision Support Cost Accounting	Phase 2: HB/PB Costing Requirements/Design	Client to Finalize Cost Model Strategy Requirements	3/1/2021	4/9/2021	6 Weeks	2.1
Decision Support Cost Accounting	Phase 2: HB/PB Costing Requirements/Design	Client to Finalize Analytics & Report Requirements	3/1/2021	4/9/2021	6 Weeks	2.1, 2.4
Decision Support Cost Accounting	Phase 2: HB/PB Costing Requirements/Design	Client to Provide Current State Cost Model Configuration	3/1/2021	5/28/2021	13 Weeks	2.1
Decision Support Cost Accounting	Phase 2: HB/PB Costing Requirements/Design	FD-Shared Definitions & Sample Financial Data Validated & Data Spec Sign-Off	4/30/2021	4/30/2021	Milestone	
Decision Support Cost Accounting	Phase 2: HB/PB Costing Requirements/Design	HB/PB-Client to Gather & Validate Initial HB/PB Definition & Data File	2/19/2021	2/19/2021	Milestone	
Decision Support Cost Accounting	Phase 2: HB/PB Costing Requirements/Design	Requirements Sign-Off	5/28/2021	5/28/2021	Milestone	2.6
Decision Support Cost Accounting	Phase 2: HB/PB Costing Requirements/Design	Design Sign-Off	5/28/2021	5/28/2021	Milestone	2.6
Decision Support Cost Accounting	Phase 2: HB/PB Costing Requirements/Design	Solution Architect Design Review	5/28/2021	5/28/2021	Milestone	
Decision Support Cost Accounting	Phase 2: HB/PB Costing Requirements/Design	FD-ALL Historical Files Validated and Sign-Off Received	5/28/2021	5/28/2021	Milestone	

LA County
Consolidated Workplan Tasks



Solution	Phase	Task	Start Date	End Date	Duration	SOW Task
Decision Support Cost Accounting	Phase 2: HB/PB Costing Requirements/Design	HB/PB-Definitions & Sample HB/PB Data Validated & Data Spec Sign-Off	6/4/2021	6/4/2021	Milestone	
Decision Support Cost Accounting	Phase 2: HB/PB Costing Requirements/Design	HB/PB-ALL Historical Files Validated & Sign-Off Received	7/30/2021	7/30/2021	Milestone	
Decision Support Cost Accounting	Phase 3: HB/PB Costing System Configuration	Strata Allocation Manager Rules Configuration & Validation	5/31/2021	7/30/2021	9 Weeks	3.2
Decision Support Cost Accounting	Phase 3: HB/PB Costing System Configuration	Strata Prior Year Cost Model Configuration & Validation	5/31/2021	7/30/2021	9 Weeks	3.2
Decision Support Cost Accounting	Phase 3: HB/PB Costing System Configuration	Strata Reports and Dashboards Configuration & Validation	6/7/2021	7/30/2021	8 Weeks	3.3
Decision Support Cost Accounting	Phase 3: HB/PB Costing System Configuration	Strata Patient Populations Configuration & Validation	6/7/2021	7/30/2021	8 Weeks	3.2
Decision Support Cost Accounting	Phase 3: HB/PB Costing System Configuration	Strata Service Line Configuration & Validation	6/7/2021	7/30/2021	8 Weeks	3.2
Decision Support Cost Accounting	Phase 3: HB/PB Costing System Configuration	Strata Historical Cost Configuration & Validation	8/2/2021	8/27/2021	4 Weeks	3.2
Decision Support Cost Accounting	Phase 3: HB/PB Costing System Configuration	Strata Configuration & Testing Complete	8/27/2021	8/27/2021	Milestone	4.6
Decision Support Cost Accounting	Phase 4: HB/PB Costing Client Testing	Strata to Conduct a Performance Assessment / Prepare Test Plan	8/30/2021	9/3/2021	1 Week	4.1, 4.2
Decision Support Cost Accounting	Phase 4: HB/PB Costing Client Testing	Admin Training (On-Site/Remote)	9/6/2021	9/10/2021	1 Week	5.3
Decision Support Cost Accounting	Phase 4: HB/PB Costing Client Testing	Client to Validate Prior Year Cost Model	9/6/2021	11/5/2021	9 Weeks	4.3
Decision Support Cost Accounting	Phase 4: HB/PB Costing Client Testing	Client to Validate Historical Cost	9/6/2021	11/5/2021	9 Weeks	4.3
Decision Support Cost Accounting	Phase 4: HB/PB Costing Client Testing	Client to Validate Reports and Dashboards	9/6/2021	11/5/2021	9 Weeks	4.4
Decision Support Cost Accounting	Phase 4: HB/PB Costing Client Testing	Client to Validate Patient Populations	9/6/2021	11/5/2021	9 Weeks	4.3
Decision Support Cost Accounting	Phase 4: HB/PB Costing Client Testing	Client to Validate Service Lines	9/6/2021	11/5/2021	9 Weeks	4.3
Decision Support Cost Accounting	Phase 4: HB/PB Costing Client Testing	Client to Validate Allocation Manager Rules	9/6/2021	11/5/2021	9 Weeks	4.3
Decision Support Cost Accounting	Phase 4: HB/PB Costing Client Testing	Strata to Incorporate Testing Feedback	9/6/2021	11/12/2021	10 Weeks	4.6
Decision Support Cost Accounting	Phase 4: HB/PB Costing Client Testing	User Acceptance Testing Complete	11/5/2021	11/5/2021	Milestone	4.6
Decision Support Cost Accounting	Phase 5: HB/PB Costing Training & Maintenance	Prepare Training Plan	10/25/2021	11/5/2021	2 Weeks	5.1, 5.2
Decision Support Cost Accounting	Phase 5: HB/PB Costing Training & Maintenance	End User Training Power Users (On-Site/Remote)	11/8/2021	11/12/2021	1 Week	5.4
Decision Support Cost Accounting	Phase 5: HB/PB Costing Training & Maintenance	Maintenance Training (On-Site/Remote)	11/8/2021	11/12/2021	1 Week	5.3, 5.4
Decision Support Cost Accounting	Phase 5: HB/PB Costing Training & Maintenance	Client to Rollover Current Year Cost Model	11/8/2021	12/10/2021	5 Weeks	
Decision Support Cost Accounting	Phase 5: HB/PB Costing Training & Maintenance	Training Complete	11/12/2021	11/12/2021	Milestone	
Decision Support Cost Accounting	Phase 5: HB/PB Costing Training & Maintenance	Strata to Conduct a Performance Assessment	12/3/2021	12/3/2021	Milestone	
Decision Support Cost Accounting	Phase 5: HB/PB Costing Training & Maintenance	Develop and Validate Deployment Plan	11/15/2021	12/3/2021	3 Weeks	6.1
Decision Support Cost Accounting	Phase 6: HB/PB Costing Go-Live & Support	Go-Live	12/13/2021	12/13/2021	Milestone	6.2
Decision Support Cost Accounting	Phase 6: HB/PB Costing Go-Live & Support	Post Go-Live Support	12/13/2021	1/21/2022	6 Weeks	6.2, 6.3
Decision Support Cost Accounting	Phase 6: HB/PB Costing Go-Live & Support	System Final Acceptance	1/24/2022	1/28/2022	1 Week	7.3
Decision Support Cost Accounting	Phase 6: HB/PB Costing Go-Live & Support	Prep for Technical Consulting Introduction	1/24/2022	1/28/2022	1 Week	7.1, 7.2
Decision Support Cost Accounting	Phase 6: HB/PB Costing Go-Live & Support	Technical Consulting Introduction	1/31/2022	1/31/2022	Milestone	7.4
Decision Support Cost Accounting	Phase 6: HB/PB Costing Go-Live & Support	Project Closed	1/31/2022	1/31/2022	Milestone	7.4
Decision Support Episode Analytics	Phase 1: Episode Analytics Planning	Project Start	12/20/2021	12/20/2021	Milestone	
Decision Support Episode Analytics	Phase 1: Episode Analytics Planning	Kick-Off (Demo)	12/20/2021	12/24/2021	1 Week	
Decision Support Episode Analytics	Phase 2: Episode Analytics Requirements & Design	Requirements	12/27/2021	2/4/2022	6 Weeks	
Decision Support Episode Analytics	Phase 2: Episode Analytics Requirements & Design	Configuration	2/7/2022	3/18/2022	6 Weeks	
Decision Support Episode Analytics	Phase 3: Episode Analytics Training	Training	3/21/2022	3/25/2022	1 Week	
Decision Support Episode Analytics	Phase 4: Episode Analytics Go-Live & Support	Go-Live	3/28/2022	3/28/2022	Milestone	
Decision Support Episode Analytics	Phase 4: Episode Analytics Go-Live & Support	Post Go-Live Stabilization	3/28/2022	4/22/2022	4 Weeks	
Decision Support Episode Analytics	Phase 4: Episode Analytics Go-Live & Support	Prep for Technical Consulting Introduction	4/11/2022	4/15/2022	1 Week	
Decision Support Episode Analytics	Phase 4: Episode Analytics Go-Live & Support	Technical Consulting Introduction	4/18/2022	4/22/2022	1 Week	
Decision Support Episode Analytics	Phase 4: Episode Analytics Go-Live & Support	Project Closed	4/22/2022	4/22/2022	Milestone	7.4
Operating Budgeting	General	Project Start	6/28/2021	6/28/2021	Milestone	
Operating Budgeting	General	Weekly Meetings	7/26/2021	1/10/2022	24 Weeks	1.4
Operating Budgeting	Phase 1: OB Planning	Planning	6/28/2021	7/23/2021	4 Weeks	1.1, 1.2
Operating Budgeting	Phase 1: OB Planning	Planning Complete	7/23/2021	7/23/2021	Milestone	
Operating Budgeting	Phase 1: OB Planning	SOW Review Complete	7/23/2021	7/23/2021	Milestone	
Operating Budgeting	Phase 2: OB Requirements/Design	Kick-Off (On-Site/Remote)	7/26/2021	7/30/2021	1 Week	1.3
Operating Budgeting	Phase 2: OB Requirements/Design	Kick-Off Complete	7/30/2021	7/30/2021	Milestone	1.3
Operating Budgeting	Phase 2: OB Requirements/Design	Pre-Build Configuration	8/2/2021	8/13/2021	2 Weeks	
Operating Budgeting	Phase 2: OB Requirements/Design	Client Completes OB Project Book	8/2/2021	9/10/2021	6 Weeks	
Operating Budgeting	Phase 2: OB Requirements/Design	Solution Architect Design Review	9/6/2021	9/10/2021	1 Week	

LA County
Consolidated Workplan Tasks



Solution	Phase	Task	Start Date	End Date	Duration	SOW Task
Operating Budgeting	Phase 2: OB Requirements/Design	Requirements Sign-Off	9/10/2021	9/10/2021	Milestone	
Operating Budgeting	Phase 2: OB Requirements/Design	Strata to Review OB Project Book	9/13/2021	9/17/2021	1 Week	
Operating Budgeting	Phase 2: OB Requirements/Design	Design Sign-Off	9/17/2021	9/17/2021	Milestone	
Operating Budgeting	Phase 3: OB System Configuration	System Center Configuration	9/20/2021	10/15/2021	4 Weeks	
Operating Budgeting	Phase 3: OB System Configuration	Report Configuration	9/20/2021	10/8/2021	3 Weeks	
Operating Budgeting	Phase 3: OB System Configuration	Ancillary Model Configuration	10/18/2021	10/22/2021	1 Week	
Operating Budgeting	Phase 3: OB System Configuration	Strata Decision Testing	10/25/2021	11/19/2021	4 Weeks	
Operating Budgeting	Phase 3: OB System Configuration	Historical Data Reconciliation	10/25/2021	11/19/2021	4 Weeks	
Operating Budgeting	Phase 3: OB System Configuration	Strata Exception Reconciliation	10/25/2021	11/19/2021	4 Weeks	
Operating Budgeting	Phase 3: OB System Configuration	Strata Configuration & Testing Complete	11/19/2021	11/19/2021	Milestone	
Operating Budgeting	Phase 4: OB Client Testing	On-Site Training Prep	11/15/2021	11/19/2021	1 Week	
Operating Budgeting	Phase 4: OB Client Testing	Admin Testing & Training (On-Site/Remote)	11/22/2021	11/26/2021	1 Week	
Operating Budgeting	Phase 4: OB Client Testing	Client User Acceptance Testing	11/29/2021	12/24/2021	4 Weeks	
Operating Budgeting	Phase 4: OB Client Testing	Strata to Address Testing Feedback	12/20/2021	1/7/2022	3 Weeks	
Operating Budgeting	Phase 4: OB Client Testing	User Acceptance Testing Complete	12/24/2021	12/24/2021	Milestone	
Operating Budgeting	Phase 5: OB Training & Maintenance	StrataJazz Maintenance and Train-the-Trainer Training (On-Site/Remote)	12/27/2021	12/31/2021	1 Week	
Operating Budgeting	Phase 5: OB Training & Maintenance	Client Led StrataJazz Training for End Users	1/3/2022	1/7/2022	1 Week	
Operating Budgeting	Phase 5: OB Training & Maintenance	Training Complete	1/7/2022	1/7/2022	Milestone	
Operating Budgeting	Phase 6: OB Go-Live & Support	Go-Live	1/10/2022	1/10/2022	Milestone	
Operating Budgeting	Phase 6: OB Go-Live & Support	Post Go-Live Support	1/10/2022	2/4/2022	4 Weeks	
Operating Budgeting	Phase 6: OB Go-Live & Support	Prep for Technical Consulting Introduction	1/24/2022	1/28/2022	1 Week	
Operating Budgeting	Phase 6: OB Go-Live & Support	Technical Consulting Introduction	1/31/2022	2/4/2022	1 Week	
Operating Budgeting	Phase 6: OB Go-Live & Support	Implementation Survey	2/4/2022	2/4/2022	Milestone	
Operating Budgeting	Phase 6: OB Go-Live & Support	Project Closed	2/4/2022	2/4/2022	Milestone	7.4
Management Reporting	General	Project Start	1/10/2022	1/10/2022	Milestone	
Management Reporting	General	Weekly Meetings	1/31/2022	6/13/2022	19 Weeks	1.4
Management Reporting	Phase 1: MR Planning	Planning	1/10/2022	1/28/2022	3 Weeks	1.1, 1.2
Management Reporting	Phase 1: MR Planning	SOW Review Complete	1/28/2022	1/28/2022	Milestone	
Management Reporting	Phase 1: MR Planning	Planning Complete	1/28/2022	1/28/2022	Milestone	
Management Reporting	Phase 2: MR Requirements/Design	Kick-Off (On-site/Remote)	1/31/2022	2/4/2022	1 Week	1.3
Management Reporting	Phase 2: MR Requirements/Design	Kick-Off Complete	2/4/2022	2/4/2022	Milestone	1.3
Management Reporting	Phase 2: MR Requirements/Design	Client to Deliver Configuration Template	2/7/2022	2/18/2022	2 Weeks	
Management Reporting	Phase 2: MR Requirements/Design	Reports Configuration	1/31/2022	3/4/2022	5 Weeks	
Management Reporting	Phase 2: MR Requirements/Design	User Setup Configuration	2/7/2022	3/4/2022	4 Weeks	
Management Reporting	Phase 2: MR Requirements/Design	Requirements Sign-Off	2/18/2022	2/18/2022	Milestone	
Management Reporting	Phase 2: MR Requirements/Design	Strata to Review Configuration Template/Sign-Off	2/21/2022	2/25/2022	1 Week	
Management Reporting	Phase 2: MR Requirements/Design	Design Sign-Off	2/25/2022	2/25/2022	Milestone	
Management Reporting	Phase 2: MR Requirements/Design	Flexing Design	2/28/2022	3/11/2022	2 Weeks	
Management Reporting	Phase 2: MR Requirements/Design	System & Metrics Configuration	2/28/2022	3/11/2022	2 Weeks	
Management Reporting	Phase 3: MR System Configuration	Strata Decision Testing	3/14/2022	4/8/2022	4 Weeks	
Management Reporting	Phase 3: MR System Configuration	Solution Architect Design Review	4/4/2022	4/8/2022	1 Week	
Management Reporting	Phase 3: MR System Configuration	Strata Configuration & Testing Complete	4/8/2022	4/8/2022	Milestone	
Management Reporting	Phase 4: MR Client Testing	Testing & Training (On-Site/Remote)	4/11/2022	4/15/2022	1 Week	
Management Reporting	Phase 4: MR Client Testing	Client Testing	4/18/2022	5/13/2022	4 Weeks	
Management Reporting	Phase 4: MR Client Testing	Strata Decision to Address Testing Feedback	5/9/2022	5/27/2022	3 Weeks	
Management Reporting	Phase 4: MR Client Testing	User Acceptance Testing Complete	5/27/2022	5/27/2022	Milestone	
Management Reporting	Phase 5: MR Training & Maintenance	Admin Train the Trainer	5/30/2022	6/3/2022	1 Week	
Management Reporting	Phase 5: MR Training & Maintenance	Client Led StrataJazz Training for End Users	6/6/2022	6/10/2022	1 Week	
Management Reporting	Phase 5: MR Training & Maintenance	Training Complete	6/10/2022	6/10/2022	Milestone	
Management Reporting	Phase 6: MR Go-Live & Support	Go-Live	6/13/2022	6/13/2022	Milestone	
Management Reporting	Phase 6: MR Go-Live & Support	Post Go-Live Support	6/13/2022	7/8/2022	4 Weeks	
Management Reporting	Phase 6: MR Go-Live & Support	Prep for Technical Consulting Introduction	6/27/2022	7/1/2022	1 Week	

LA County
Consolidated Workplan Tasks



Solution	Phase	Task	Start Date	End Date	Duration	SOW Task
Management Reporting	Phase 6: MR Go-Live & Support	Technical Consulting Introduction	7/4/2022	7/8/2022	1 Week	
Management Reporting	Phase 6: MR Go-Live & Support	Implementation Survey	7/8/2022	7/8/2022	Milestone	
Management Reporting	Phase 6: MR Go-Live & Support	Project Closed	7/8/2022	7/8/2022	Milestone	7.4
Strategic Planning	General	Project Start	1/10/2022	1/10/2022	Milestone	
Strategic Planning	General	Weekly Meetings	2/7/2022	7/11/2022	22 Weeks	1.4
Strategic Planning	Phase 1: SP Planning	Planning	1/10/2022	1/28/2022	3 Weeks	1.1, 1.2
Strategic Planning	Phase 1: SP Planning	Solution Planning Introduction Call	1/24/2022	1/28/2022	1 Week	
Strategic Planning	Phase 1: SP Planning	SOW Review Complete	1/28/2022	1/28/2022	Milestone	
Strategic Planning	Phase 1: SP Planning	Planning Complete	1/28/2022	1/28/2022	Milestone	
Strategic Planning	Phase 2: SP Requirements/Design	Kick-Off (Remote)	1/31/2022	2/4/2022	1 Week	1.3
Strategic Planning	Phase 2: SP Requirements/Design	Kick-Off Complete	2/4/2022	2/4/2022	Milestone	1.3
Strategic Planning	Phase 2: SP Requirements/Design	Client to Deliver Requirements Book	2/7/2022	3/4/2022	4 Weeks	
Strategic Planning	Phase 2: SP Requirements/Design	Strata to Review/Sign-Off on Requirements Book	3/7/2022	3/11/2022	1 Week	
Strategic Planning	Phase 2: SP Requirements/Design	Requirements Review Meeting	3/11/2022	3/11/2022	Milestone	
Strategic Planning	Phase 2: SP Requirements/Design	Solution Architect Design Review	3/14/2022	3/18/2022	1 Week	
Strategic Planning	Phase 2: SP Requirements/Design	Initial Configuration	3/14/2022	4/1/2022	3 Weeks	
Strategic Planning	Phase 2: SP Requirements/Design	Final Requirements (Remote)	4/4/2022	4/8/2022	1 Week	
Strategic Planning	Phase 2: SP Requirements/Design	Design Sign-Off	4/8/2022	4/8/2022	Milestone	
Strategic Planning	Phase 2: SP Requirements/Design	Requirements Sign-Off	4/8/2022	4/8/2022	Milestone	
Strategic Planning	Phase 2: SP Requirements/Design	Sample Supplemental Files Due	4/22/2022	4/22/2022	Milestone	
Strategic Planning	Phase 3: SP System Configuration	Remaining Configuration Items	4/11/2022	4/22/2022	2 Weeks	
Strategic Planning	Phase 3: SP System Configuration	Strata System Testing	4/25/2022	5/20/2022	4 Weeks	
Strategic Planning	Phase 3: SP System Configuration	Strata Configuration & Testing Complete	5/20/2022	5/20/2022	Milestone	
Strategic Planning	Phase 4: SP Client Testing	Final Supplemental Files Due	5/27/2022	5/27/2022	Milestone	
Strategic Planning	Phase 4: SP Client Testing	Client System Testing	5/30/2022	6/24/2022	4 Weeks	
Strategic Planning	Phase 4: SP Client Testing	Strata to Address Testing Feedback	5/30/2022	7/8/2022	6 Weeks	
Strategic Planning	Phase 4: SP Client Testing	Client System Testing Complete	6/24/2022	6/24/2022	Milestone	
Strategic Planning	Phase 5: SP Training & Maintenance	Admin Testing & Training (Remote)	5/23/2022	5/27/2022	1 Week	
Strategic Planning	Phase 5: SP Training & Maintenance	Training Complete	5/27/2022	5/27/2022	Milestone	
Strategic Planning	Phase 6: SP Go-Live & Support	Go-Live	7/11/2022	7/11/2022	Milestone	
Strategic Planning	Phase 6: SP Go-Live & Support	Post Go-Live Support	7/11/2022	8/5/2022	4 Weeks	
Strategic Planning	Phase 6: SP Go-Live & Support	Prep for Technical Consulting Introduction	7/25/2022	7/29/2022	1 Week	
Strategic Planning	Phase 6: SP Go-Live & Support	Technical Consulting Introduction	8/1/2022	8/5/2022	1 Week	
Strategic Planning	Phase 6: SP Go-Live & Support	Implementation Survey	8/5/2022	8/5/2022	Milestone	
Strategic Planning	Phase 6: SP Go-Live & Support	Project Closed	8/5/2022	8/5/2022	Milestone	7.4

LA County
Technical Activation



Task	Start Date	End Date	Duration	SOW Task
General	1/4/2021	2/12/2021		
Project Start	1/4/2021	1/4/2021	Milestone	
Planning	1/4/2021	1/8/2021	1 Week	
Technical Onboarding	1/4/2021	1/8/2021	1 Week	
Weekly Meetings	1/11/2021	2/12/2021	5 Weeks	1.4
Phase 1: Technical Implementation	1/11/2021	2/12/2021		
Technical Activation Kick-Off	1/11/2021	1/15/2021	1 Week	
Kick-Off Complete	1/15/2021	1/15/2021	Milestone	
Workstation Requirements	1/18/2021	2/12/2021	4 Weeks	3.1
Initial User Import	1/18/2021	2/12/2021	4 Weeks	2.5
Login Provisioning	1/18/2021	2/12/2021	4 Weeks	3.1
Phase 2: Go Live & Support	2/15/2021	2/26/2021		
Go-Live	2/15/2021	2/15/2021	Milestone	
Post Go-Live User Provisioning Support	2/15/2021	2/19/2021	1 Week	
Prep for Technical Consulting Introduction	2/15/2021	2/19/2021	1 Week	
Technical Consulting Introduction	2/22/2021	2/26/2021	1 Week	7.4
Project Closed	2/26/2021	2/26/2021	Milestone	7.4

LA County
Data Integration



Task	Start Date	End Date	Duration	SOW Task
General	1/4/2021	8/6/2021		
Project Start	1/4/2021	1/4/2021	Milestone	
FD/MR - Weekly Meetings	1/18/2021	6/4/2021	20 Weeks	1.4
HB/PB - Weekly Meetings	1/18/2021	8/6/2021	29 Weeks	1.4
Phase 1: DI Planning	1/4/2021	2/26/2021		
Data Integration Planning	1/4/2021	2/26/2021	8 Weeks	1.1, 1.2
FD/MR - Data Discovery Meeting	1/11/2021	1/15/2021	1 Week	2.2, 3.1
HB/PB - Data Discovery Meeting	1/11/2021	1/15/2021	1 Week	2.2, 3.1
HB - Client to Gather & Validate Initial Hospital Billing Definition & Data File	1/18/2021	2/19/2021	5 Weeks	2.2
PB - Client to Gather & Validate Initial Professional Billing Def Data Files	1/18/2021	2/19/2021	5 Weeks	2.2
FD - Client to Gather & Validate Initial Shared Dimension & Data Files	1/18/2021	2/19/2021	5 Weeks	2.2
MR - Client to Gather & Validate Initial Detail Files	1/18/2021	2/19/2021	5 Weeks	2.2
SOW Review Complete	2/26/2021	2/26/2021	Milestone	1.3
Planning Complete	2/26/2021	2/26/2021	Milestone	1.3
Phase 2: DI Requirements/Design	3/1/2021	3/26/2021		
Kick-Off (On-Site/Remote)	3/1/2021	3/5/2021	1 Week	1.3
Kick-Off Complete	3/5/2021	3/5/2021	Milestone	1.3
HB - Strata to Review Initial Sample Files Received and Provide Feedback	2/22/2021	3/5/2021	2 Weeks	2.3
PB - Strata to Review Initial Sample Files Received and Provide Feedback	2/22/2021	3/5/2021	2 Weeks	2.3
FD - Strata to Review Initial Sample Files Received and Provide Feedback	2/22/2021	3/5/2021	2 Weeks	2.3
MR - Strata to Review Initial Sample Files Received and Provide Feedback	2/22/2021	3/5/2021	2 Weeks	2.3
HB - Client to Gather & Validate Final Sample Files	3/8/2021	3/26/2021	3 Weeks	2.3
PB - Client to Gather & Validate Final Sample Files	3/8/2021	3/26/2021	3 Weeks	2.3
FD - Client to Gather & Validate Final Files	3/8/2021	3/19/2021	2 Weeks	2.3
MR - Client to Gather & Validate Final Files	3/8/2021	3/19/2021	2 Weeks	2.3
HB - ALL Client Final Sample Files & Sign-Off Received	3/26/2021	3/26/2021	Milestone	2.3
PB - ALL Client Final Sample Files & Sign-Off Received	3/26/2021	3/26/2021	Milestone	2.3
FD - ALL Client Final Sample Files & Sign-Off Received	3/19/2021	3/19/2021	Milestone	2.3
MR - ALL Client Final Sample Files & Sign-Off Received	3/19/2021	3/19/2021	Milestone	2.3
Phase 3: DI System Configuration	3/22/2021	4/23/2021		
HB - Configure, Import & Validate Hospital Billing Definition/Data Extracts	3/29/2021	5/7/2021	6 Weeks	3.4
PB - Configure, Import & Validate Professional Billing Definition/Data Extracts	3/29/2021	5/7/2021	6 Weeks	3.4
FD - Configure, Import & Validate Financial Definition/Data Extracts	3/22/2021	4/16/2021	4 Weeks	3.4
MR - Configure, Import & Validate MR Detail Data Extracts	3/22/2021	4/16/2021	4 Weeks	3.4
FD - Sample Validation Training (Remote)	4/19/2021	4/23/2021	1 Week	4.5, 5.3
Phase 4: DI Client Testing	4/19/2021	7/30/2021		
FD - Client to Validate Shared Definitions & Sample Data Extract	4/19/2021	4/30/2021	2 Weeks	
MR - Client to Validate Sample MR Detail Extracts	4/19/2021	4/30/2021	2 Weeks	
FD - Shared Definitions & Sample Financial Data Validated & Data Spec Sign-Off	4/30/2021	4/30/2021	Milestone	
MR - MR Detail Extracts Validated & Signed Off	4/30/2021	4/30/2021	Milestone	
FD - Historical Files Delivered to Strata	5/3/2021	5/7/2021	1 Week	
MR - Historical Files Delivered to Strata	5/3/2021	5/7/2021	1 Week	
FD - Historical Files Imported & Strata Validated	5/10/2021	5/14/2021	1 Week	
MR - Historical Files Imported & Strata Validated	5/10/2021	5/14/2021	1 Week	
FD - Client to Validate Historical Files	5/17/2021	5/28/2021	2 Weeks	
MR - Client to Validate Historical Files	5/17/2021	5/28/2021	2 Weeks	
FD - ALL Historical Files Validated & Sign-Off Received	5/28/2021	5/28/2021	Milestone	
MR - ALL Historical Files Validated & Sign-Off Received	5/28/2021	5/28/2021	Milestone	
HB - Sample Validation Training (On-Site/Remote)	5/10/2021	5/14/2021	1 Week	5.3
PB - Sample Validation Training (On-Site/Remote)	5/10/2021	5/14/2021	1 Week	5.3
HB - Client to Validate Definitions & Sample Hospital Billing Data Extracts	5/10/2021	6/4/2021	4 Weeks	4.5
PB - Client to Validate Definitions & Sample Professional Billing Data Extracts	5/10/2021	6/4/2021	4 Weeks	4.5

LA County
Data Integration



Task	Start Date	End Date	Duration	SOW Task
HB- Definitions & Sample Hosp Billing Data Validated & Data Spec Sign-Off	6/4/2021	6/4/2021	Milestone	4.5
PB - Definitions & Sample Prof Billing Data Validated & Data Spec Sign-Off	6/4/2021	6/4/2021	Milestone	4.5
HB - Historical Files Delivered to Strata	6/7/2021	6/18/2021	2 Weeks	
PB - Historical Files Delivered to Strata	6/7/2021	6/18/2021	2 Weeks	
HB - Historical Files Imported & Strata Validated	6/21/2021	7/2/2021	2 Weeks	
PB - Historical Files Imported & Strata Validated	6/21/2021	7/2/2021	2 Weeks	
HB - Client to Validate Historical Files	7/5/2021	7/30/2021	4 Weeks	4.5
PB - Client to Validate Historical Files	7/5/2021	7/30/2021	4 Weeks	4.5
HB - ALL Historical Files Validated & Sign-Off Received	7/30/2021	7/30/2021	Milestone	4.5
PB - ALL Historical Files Validated & Sign-Off Received	7/30/2021	7/30/2021	Milestone	4.5
Phase 5: DI Go-Live & Support	5/31/2021	8/20/2021		
FD - Automation Configuration and Testing	5/31/2021	6/4/2021	1 Week	
MR - Automation Configuration and Testing	5/31/2021	6/4/2021	1 Week	
FD/MR- ALL Automation Testing Complete & Sign-Off Received	6/4/2021	6/4/2021	Milestone	
FD - Go-Live Support	6/7/2021	7/2/2021	4 Weeks	6.3
MR - Go-live Support	6/7/2021	7/2/2021	4 Weeks	6.3
HB - Automation Configuration and Testing	8/2/2021	8/6/2021	1 Week	
PB - Automation Configuration and Testing	8/2/2021	8/6/2021	1 Week	
HB/PB - ALL Automation Testing Complete & Sign-Off Received	8/6/2021	8/6/2021	Milestone	
PB - Go-Live Support	8/9/2021	9/3/2021	4 Weeks	6.3
HB - Go-Live Support	8/9/2021	9/3/2021	4 Weeks	6.3
FD/HB/PB - Data Management Training (On-Site/Remote)	8/9/2021	8/13/2021	1 Week	
Prep for Technical Consulting Introduction	8/16/2021	8/20/2021	1 Week	7.1
Deactivate Impl SFTP Accounts	8/20/2021	8/20/2021	Milestone	
Technical Consulting Introduction	8/20/2021	8/20/2021	Milestone	7.4
Project Closed	8/20/2021	8/20/2021	Milestone	7.4

LA County
Decision Support Costing



Task	Start Date	End Date	Duration in	SOW Task
General	1/4/2021	12/13/2021		
Project Start	1/4/2021	1/4/2021	Milestone	
Weekly Meetings	3/1/2021	12/13/2021	41 Weeks	1.4
Phase 1: HB/PB Costing Planning	1/4/2021	2/26/2021		
Planning	1/4/2021	2/26/2021	8 Weeks	1.1, 1.2
Solution Planning Introduction Call	2/22/2021	2/26/2021	1 Week	
Planning Complete	2/26/2021	2/26/2021	Milestone	1.3
SOW Review Complete	2/26/2021	2/26/2021	Milestone	1.3
Phase 2: HB/PB Costing Requirements/Design	2/8/2021	7/30/2021		
Client to Complete Pre-Kickoff Requirements	2/8/2021	2/26/2021	3 Weeks	2.1
Kick-Off (On-Site/Remote)	3/1/2021	3/1/2021	Milestone	1.3
Kick-Off Complete	3/1/2021	3/1/2021	Milestone	1.3
Client to Finalize Cost Model Strategy Requirements	3/1/2021	4/9/2021	6 Weeks	2.1
Client to Finalize Analytics & Report Requirements	3/1/2021	4/9/2021	6 Weeks	2.1, 2.4
Client to Provide Current State Cost Model Configuration	3/1/2021	5/28/2021	13 Weeks	2.1
FD-Shared Definitions & Sample Financial Data Validated & Data Spec Sign-Off	4/30/2021	4/30/2021	Milestone	
HB/PB-Client to Gather & Validate Initial HB/PB Definition & Data File	2/19/2021	2/19/2021	Milestone	
Requirements Sign-Off	5/28/2021	5/28/2021	Milestone	2.6
Design Sign-Off	5/28/2021	5/28/2021	Milestone	2.6
Solution Architect Design Review	5/28/2021	5/28/2021	Milestone	
FD-ALL Historical Files Validated and Sign-Off Received	5/28/2021	5/28/2021	Milestone	
HB/PB-Definitions & Sample HB/PB Data Validated & Data Spec Sign-Off	6/4/2021	6/4/2021	Milestone	
HB/PB-ALL Historical Files Validated & Sign-Off Received	7/30/2021	7/30/2021	Milestone	
Phase 3: HB/PB Costing System Configuration	5/31/2021	8/27/2021		
Strata Allocation Manager Rules Configuration & Validation	5/31/2021	7/30/2021	9 Weeks	3.2
Strata Prior Year Cost Model Configuration & Validation	5/31/2021	7/30/2021	9 Weeks	3.2
Strata Reports and Dashboards Configuration & Validation	6/7/2021	7/30/2021	8 Weeks	3.3
Strata Patient Populations Configuration & Validation	6/7/2021	7/30/2021	8 Weeks	3.2
Strata Service Line Configuration & Validation	6/7/2021	7/30/2021	8 Weeks	3.2
Strata Historical Cost Configuration & Validation	8/2/2021	8/27/2021	4 Weeks	3.2
Strata Configuration & Testing Complete	8/27/2021	8/27/2021	Milestone	4.6
Phase 4: HB/PB Costing Client Testing	8/30/2021	11/12/2021		
Strata to Conduct a Performance Assessment / Prepare Test Plan	8/30/2021	9/3/2021	1 Week	4.1, 4.2
Admin Training (On-Site/Remote)	9/6/2021	9/10/2021	1 Week	5.3
Client to Validate Prior Year Cost Model	9/6/2021	11/5/2021	9 Weeks	4.3
Client to Validate Historical Cost	9/6/2021	11/5/2021	9 Weeks	4.3
Client to Validate Reports and Dashboards	9/6/2021	11/5/2021	9 Weeks	4.4
Client to Validate Patient Populations	9/6/2021	11/5/2021	9 Weeks	4.3
Client to Validate Service Lines	9/6/2021	11/5/2021	9 Weeks	4.3
Client to Validate Allocation Manager Rules	9/6/2021	11/5/2021	9 Weeks	4.3
Strata to Incorporate Testing Feedback	9/6/2021	11/12/2021	10 Weeks	4.6
User Acceptance Testing Complete	11/5/2021	11/5/2021	Milestone	4.6
Phase 5: HB/PB Costing Training & Maintenance	11/8/2021	12/3/2021		
Prepare Training Plan	10/25/2021	11/5/2021	2 Weeks	5.1, 5.2
End User Training Power Users (On-Site/Remote)	11/8/2021	11/12/2021	1 Week	5.4
Maintenance Training (On-Site/Remote)	11/8/2021	11/12/2021	1 Week	5.3, 5.4
Client to Rollover Current Year Cost Model	11/8/2021	12/10/2021	5 Weeks	
Training Complete	11/12/2021	11/12/2021	Milestone	
Strata to Conduct a Performance Assessment	12/3/2021	12/3/2021	Milestone	
Develop and Validate Deployment Plan	11/15/2021	12/3/2021	3 Weeks	6.1
Phase 6: HB/PB Costing Go-Live & Support	12/13/2021	1/31/2022		
Go-Live	12/13/2021	12/13/2021	Milestone	6.2

LA County
Decision Support Costing



Task	Start Date	End Date	Duration in	SOW Task
Post Go-Live Support	12/13/2021	1/21/2022	6 Weeks	6.2, 6.3
System Final Acceptance	1/24/2022	1/28/2022	1 Week	7.3
Prep for Technical Consulting Introduction	1/24/2022	1/28/2022	1 Week	7.1, 7.2
Technical Consulting Introduction	1/31/2022	1/31/2022	Milestone	7.4
Project Closed	1/31/2022	1/31/2022	Milestone	7.4

LA County
Episode Analytics



Task	Start Date	End Date	Duration in	SOW Task
Phase 1: Episode Analytics Planning	12/20/2021	12/20/2021		
Project Start	12/20/2021	12/20/2021	Milestone	
Kick-Off (Demo)	12/20/2021	12/24/2021	1 Week	
Phase 2: Episode Analytics Requirements & Design	12/27/2021	3/18/2022		
Requirements	12/27/2021	2/4/2022	6 Weeks	
Configuration	2/7/2022	3/18/2022	6 Weeks	
Phase 3: Episode Analytics Training	3/21/2022	3/25/2022		
Training	3/21/2022	3/25/2022	1 Week	
Phase 4: Episode Analytics Go-Live & Support	3/28/2022	4/22/2022		
Go-Live	3/28/2022	3/28/2022	Milestone	
Post Go-Live Stabilization	3/28/2022	4/22/2022	4 Weeks	
Prep for Technical Consulting Introduction	4/11/2022	4/15/2022	1 Week	
Technical Consulting Introduction	4/18/2022	4/22/2022	1 Week	
Project Closed	4/22/2022	4/22/2022	Milestone	7.4

LA County
Operating Budgeting



Task	Start Date	End Date	Duration in	SOW Task
General	6/28/2021	1/10/2022		
Project Start	6/28/2021	6/28/2021	Milestone	
Weekly Meetings	7/26/2021	1/10/2022	24 Weeks	1.4
Phase 1: OB Planning	6/28/2021	7/23/2021		
Planning	6/28/2021	7/23/2021	4 Weeks	1.1, 1.2
Planning Complete	7/23/2021	7/23/2021	Milestone	
SOW Review Complete	7/23/2021	7/23/2021	Milestone	
Phase 2: OB Requirements/Design	7/26/2021	9/17/2021		
Kick-Off (On-Site/Remote)	7/26/2021	7/30/2021	1 Week	1.3
Kick-Off Complete	7/30/2021	7/30/2021	Milestone	1.3
Pre-Build Configuration	8/2/2021	8/13/2021	2 Weeks	
Client Completes OB Project Book	8/2/2021	9/10/2021	6 Weeks	
Solution Architect Design Review	9/6/2021	9/10/2021	1 Week	
Requirements Sign-Off	9/10/2021	9/10/2021	Milestone	
Strata to Review OB Project Book	9/13/2021	9/17/2021	1 Week	
Design Sign-Off	9/17/2021	9/17/2021	Milestone	
Phase 3: OB System Configuration	9/20/2021	11/19/2021		
System Center Configuration	9/20/2021	10/15/2021	4 Weeks	
Report Configuration	9/20/2021	10/8/2021	3 Weeks	
Ancillary Model Configuration	10/18/2021	10/22/2021	1 Week	
Strata Decision Testing	10/25/2021	11/19/2021	4 Weeks	
Historical Data Reconciliation	10/25/2021	11/19/2021	4 Weeks	
Strata Exception Reconciliation	10/25/2021	11/19/2021	4 Weeks	
Strata Configuration & Testing Complete	11/19/2021	11/19/2021	Milestone	
Phase 4: OB Client Testing	11/15/2021	1/7/2022		
On-Site Training Prep	11/15/2021	11/19/2021	1 Week	
Admin Testing & Training (On-Site/Remote)	11/22/2021	11/26/2021	1 Week	
Client User Acceptance Testing	11/29/2021	12/24/2021	4 Weeks	
Strata to Address Testing Feedback	12/20/2021	1/7/2022	3 Weeks	
User Acceptance Testing Complete	12/24/2021	12/24/2021	Milestone	
Phase 5: OB Training & Maintenance	12/27/2021	1/7/2022		
StrataJazz Maintenance and Train-the-Trainer Training (On-Site/Remote)	12/27/2021	12/31/2021	1 Week	
Client Led StrataJazz Training for End Users	1/3/2022	1/7/2022	1 Week	
Training Complete	1/7/2022	1/7/2022	Milestone	
Phase 6: OB Go-Live & Support	1/10/2022	2/4/2022		
Go-Live	1/10/2022	1/10/2022	Milestone	
Post Go-Live Support	1/10/2022	2/4/2022	4 Weeks	
Prep for Technical Consulting Introduction	1/24/2022	1/28/2022	1 Week	
Technical Consulting Introduction	1/31/2022	2/4/2022	1 Week	
Implementation Survey	2/4/2022	2/4/2022	Milestone	
Project Closed	2/4/2022	2/4/2022	Milestone	7.4

LA County
Management Reporting



Task	Start Date	End Date	Duration in	SOW Task
General	1/10/2022	6/13/2022		
Project Start	1/10/2022	1/10/2022	Milestone	
Weekly Meetings	1/31/2022	6/13/2022	19 Weeks	1.4
Phase 1: MR Planning	1/10/2022	1/28/2022		
Planning	1/10/2022	1/28/2022	3 Weeks	1.1, 1.2
SOW Review Complete	1/28/2022	1/28/2022	Milestone	
Planning Complete	1/28/2022	1/28/2022	Milestone	
Phase 2: MR Requirements/Design	1/31/2022	3/11/2022		
Kick-Off (On-site/Remote)	1/31/2022	2/4/2022	1 Week	1.3
Kick-Off Complete	2/4/2022	2/4/2022	Milestone	1.3
Client to Deliver Configuration Template	2/7/2022	2/18/2022	2 Weeks	
Reports Configuration	1/31/2022	3/4/2022	5 Weeks	
User Setup Configuration	2/7/2022	3/4/2022	4 Weeks	
Requirements Sign-Off	2/18/2022	2/18/2022	Milestone	
Strata to Review Configuration Template/Sign-Off	2/21/2022	2/25/2022	1 Week	
Design Sign-Off	2/25/2022	2/25/2022	Milestone	
Flexing Design	2/28/2022	3/11/2022	2 Weeks	
System & Metrics Configuration	2/28/2022	3/11/2022	2 Weeks	
Phase 3: MR System Configuration	3/14/2022	4/8/2022		
Strata Decision Testing	3/14/2022	4/8/2022	4 Weeks	
Solution Architect Design Review	4/4/2022	4/8/2022	1 Week	
Strata Configuration & Testing Complete	4/8/2022	4/8/2022	Milestone	
Phase 4: MR Client Testing	4/11/2022	5/27/2022		
Testing & Training (On-Site/Remote)	4/11/2022	4/15/2022	1 Week	
Client Testing	4/18/2022	5/13/2022	4 Weeks	
Strata Decision to Address Testing Feedback	5/9/2022	5/27/2022	3 Weeks	
User Acceptance Testing Complete	5/27/2022	5/27/2022	Milestone	
Phase 5: MR Training & Maintenance	5/30/2022	6/10/2022		
Admin Train the Trainer	5/30/2022	6/3/2022	1 Week	
Client Led StrataJazz Training for End Users	6/6/2022	6/10/2022	1 Week	
Training Complete	6/10/2022	6/10/2022	Milestone	
Phase 6: MR Go-Live & Support	6/13/2022	7/8/2022		
Go-Live	6/13/2022	6/13/2022	Milestone	
Post Go-Live Support	6/13/2022	7/8/2022	4 Weeks	
Prep for Technical Consulting Introduction	6/27/2022	7/1/2022	1 Week	
Technical Consulting Introduction	7/4/2022	7/8/2022	1 Week	
Implementation Survey	7/8/2022	7/8/2022	Milestone	
Project Closed	7/8/2022	7/8/2022	Milestone	7.4

LA County
Strategic Planning



Task	Start Date	End Date	Duration in	SOW Task
General	1/10/2022	7/11/2022		
Project Start	1/10/2022	1/10/2022	Milestone	
Weekly Meetings	1/31/2022	7/11/2022	23 Weeks	1.4
Phase 1: SP Planning	1/10/2022	1/28/2022		
Planning	1/10/2022	1/28/2022	3 Weeks	1.1, 1.2
Solution Planning Introduction Call	1/24/2022	1/28/2022	1 Week	
SOW Review Complete	1/28/2022	1/28/2022	Milestone	
Planning Complete	1/28/2022	1/28/2022	Milestone	
Phase 2: SP Requirements/Design	1/31/2022	4/22/2022		
Kick-Off (Remote)	1/31/2022	2/4/2022	1 Week	1.3
Kick-Off Complete	2/4/2022	2/4/2022	Milestone	1.3
Client to Deliver Requirements Book	2/7/2022	3/4/2022	4 Weeks	
Strata to Review/Sign-Off on Requirements Book	3/7/2022	3/11/2022	1 Week	
Requirements Review Meeting	3/11/2022	3/11/2022	Milestone	
Solution Architect Design Review	3/14/2022	3/18/2022	1 Week	
Initial Configuration	3/14/2022	4/1/2022	3 Weeks	
Final Requirements (Remote)	4/4/2022	4/8/2022	1 Week	
Design Sign-Off	4/8/2022	4/8/2022	Milestone	
Requirements Sign-Off	4/8/2022	4/8/2022	Milestone	
Sample Supplemental Files Due	4/22/2022	4/22/2022	Milestone	
Phase 3: SP System Configuration	4/11/2022	5/20/2022		
Remaining Configuration Items	4/11/2022	4/22/2022	2 Weeks	
Strata System Testing	4/25/2022	5/20/2022	4 Weeks	
Strata Configuration & Testing Complete	5/20/2022	5/20/2022	Milestone	
Phase 4: SP Client Testing	5/27/2022	7/8/2022		
Final Supplemental Files Due	5/27/2022	5/27/2022	Milestone	
Client System Testing	5/30/2022	6/24/2022	4 Weeks	
Strata to Address Testing Feedback	5/30/2022	7/8/2022	6 Weeks	
Client System Testing Complete	6/24/2022	6/24/2022	Milestone	
Phase 5: SP Training & Maintenance	5/27/2022	5/27/2022		
Admin Testing & Training (Remote)	5/23/2022	5/27/2022	1 Week	
Training Complete	5/27/2022	5/27/2022	Milestone	
Phase 6: SP Go-Live & Support	7/11/2022	8/5/2022		
Go-Live	7/11/2022	7/11/2022	Milestone	
Post Go-Live Support	7/11/2022	8/5/2022	4 Weeks	
Prep for Technical Consulting Introduction	7/25/2022	7/29/2022	1 Week	
Technical Consulting Introduction	8/1/2022	8/5/2022	1 Week	
Implementation Survey	8/5/2022	8/5/2022	Milestone	
Project Closed	8/5/2022	8/5/2022	Milestone	7.4



EXHIBIT B (LICENSED SOFTWARE)

TO THE

COST ACCOUNTING AND DECISION SUPPORT SYSTEM AND SERVICES AGREEMENT

EXHIBIT B

LICENSED SOFTWARE

This Exhibit B (Licensed Software) is an attachment and addition to the Cost Accounting and Decision Support System and Services Agreement (the “**Agreement**”) entered into by and between the County of Los Angeles (“**County**”) and Strata Decision Technology LLC (“**Contractor**”), and is incorporated into the Agreement by reference hereof. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.

Licensed Software	
No.	Product Name
1.	Operating Budget / Management Reporting
2.	Cost Accounting - Hospitals
3.	Cost Accounting - Physicians
4.	Episode Analytics
5.	eLearning
6.	Long Range Planning and Rolling Forecast



EXHIBIT C (FEES; CONTRACTOR PROFESSIONAL SERVICES RATES)

TO THE

COST ACCOUNTING AND DECISION SUPPORT SYSTEM AND SERVICES
AGREEMENT

EXHIBIT C

FEES; CONTRACTOR PROFESSIONAL SERVICES RATES

This Exhibit C (Fees; Contractor Professional Services Rates) is an attachment and addition to the Cost Accounting and Decision Support System and Services Agreement, Agreement No. H-708846 (the “**Agreement**”) entered into by and between the County of Los Angeles, a political subdivision of the State of California (“**County**”) and Strata Decision Technology LLC (“**Contractor**”) and is incorporated into the Agreement by reference hereof. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.

1. INTRODUCTION

The fundamental premise of the fee and pricing structure under the Agreement is that all elements of the CADS System, including the Licensed Software, Third-Party Products, Integral Third-Party Software, Hosting Software, and Services including, Implementation Services, Hosting Services, Support Services, and any Optional Work are paid for only in the amount, and solely through the contractually specified mechanisms for payment of the fees (the “**Authorized Billing and Payment Mechanisms**”) set forth in this Exhibit C (Fees; Contractor Professional Services Rates), regardless of whether or not all costs or expenses to Contractor of providing a specific element of the CADS System can be directly traced to, or are captured by, an Authorized Billing and Payment Mechanism, each described in Section 2 (Authorized Billing And Payment Mechanisms). It is understood and agreed by the Parties that the total amount to be paid by County under the Agreement cannot exceed the Contract Sum unless the Contract Sum is modified pursuant to a duly Approved Amendment to the Agreement pursuant to Section 13 (Changes to Agreement) of the Agreement. The Contract Sum is the maximum amount that could be paid, but is not a commitment to spend sums allocated under the Contract Sum for Optional Work.

The amounts to be paid by County under this Agreement through the Authorized Billing and Payment Mechanisms include all Contractor costs, including Contractor overhead, profit margin, and all costs of services, product, and goods delivery within the definition of Services. The Contract Sum is the total amount that is allocated by County for payment under this Agreement, but is not the amount to be paid to Contractor under this Agreement. In the absence of an Approved Physical Growth Event, any sum attributed to a Use Reconciliation, the Approval by County of Optional Work, and Amendment approving additional CADS System capabilities, the maximum amount to be paid to Contractor over the Term under this Agreement is twenty million, six hundred twelve thousand, eight hundred seven dollars (\$20,612,807).

Exhibit C.5 (Detailed Pricing Summary) provides the detailed pricing summary by component of the CADS System.

2. AUTHORIZED BILLING AND PAYMENT MECHANISMS

There are only six (6) Authorized Billing and Payment Mechanisms for payment of the fees under this Agreement. Each of these is detailed in this Section 2 (Authorized Billing and Payment Mechanisms) of Exhibit C (Fees; Contractor Professional Services Rates) and listed as follows:

1. Milestone Payments
2. Recurring Monthly Fees
3. Use Reconciliation
4. Approved Physical Growth Event
5. Financial Change Order/Optional Work
6. Amendment

Contractor cannot invoice County under the Agreement except as provided under one of the Authorized Billing and Payment Mechanisms, and will not be entitled to, and will not receive, any payment, except as provided under one of the Authorized Billing and Payment Mechanisms set forth in this Section 2 (Authorized Billing and Payment Mechanisms).

2.1. Milestone Payments

This Exhibit C (Fees; Contractor Professional Services Rates) sets forth the Milestone payment structure for the Milestones set forth in Exhibit C.4 (Key Milestones and Key Deliverables Table) and amounts (“**Milestone Payments**”) set forth in Exhibit C.2 (Milestone Payments and Recurring Monthly Fees Table). The Milestone Payments amount of one million five hundred sixty-six thousand twenty five dollars (\$1,566,025) through the Productive Use of the Licensed Software is fixed and is not subject to change except in the event of an Approved Physical Growth Event described in Section 2.4 (Approved Physical Growth Event) below, and collectively referred to as “**Authorized Modifications to Milestone Payments**”. The Milestone Payments were negotiated between Contractor and County as a material condition under this Agreement and for the period from the Effective Date through the payment of the last Milestone Payment are to capture all compensation to Contractor for the Licensed Software (includes Integral Third-Party Software), Third-Party Products, Implementation Services, Support Services prior to its transition to Recurring Monthly Fees, one-time costs as to Hosting Services, and Hardware.

The Milestone Payments are to be paid in accordance with the Agreement. Sections 14.3 (Implementation Services) and 15 (Invoices and Payments) of the Agreement most directly address the Milestone Payments, though relevant issues such as Acceptance, are addressed throughout the Agreement. Exhibit C.2 (Milestone Payments and Recurring Monthly Fees Table) identifies the Key Milestones; the Key Milestone Allocation; the Key Milestone Scheduled Duration; the Monthly Key Milestone Payment; the Holdback Amount as to each Monthly Key Milestone Payment; the Key Deliverables associated with each Key Milestone; and the Due Date for each Key Deliverable. If Productive Use of the Licensed Software does not occur on or before January 11, 2023 and County has not provided notice to Contractor of a material breach of the entire Agreement, Contractor may begin invoicing County for the Recurring Monthly Fees notwithstanding that Productive Use of the Licensed Software has not yet occurred. Notwithstanding the payment dates and amounts in the supporting exhibits of this Exhibit C (Fees; Professional Service Rates), the payment dates and amounts are subject to the provisions of the Agreement and the timing may otherwise be adjusted to accommodate Approved modifications to Exhibit A.5 (Project Work Plan).

The Parties understand and agree that except as expressly provided for with regard to Optional Work or Pool Dollars or an Amendment that are derived from one of the Authorized Billing and Payment Mechanisms, there is no concept of a financial change order applicable to the Agreement. The limitations on the concept of a financial change order are intentional and are designed to ensure that the fixed fee elements of the Agreement remain unchanged and predictable throughout the Term.

As to Milestone Payments, in the absence of an Approved Physical Growth Event, there can be no change to the Milestone Payments.

2.2. Recurring Monthly Fees

This Exhibit C (Fees; Contractor Professional Services Rates) sets forth the timing and amounts of the Recurring Monthly Fees. The total Recurring Monthly Fees amount of fifty-three thousand three hundred twenty-eight dollars (\$53,328) as reflected on Exhibit C.2 (Milestone Payments and Recurring Monthly Fees Table) under Total Recurring Monthly Fees through the Term are fixed and are not subject to change except in the event of an Approved Physical Growth Event or a Use Reconciliation as provided in Section 2.3 (Use Reconciliation). The Recurring Monthly Fees were negotiated between Contractor and County as a material condition under this Agreement to capture all compensation to Contractor for the Licensed Software (includes Integral Third-Party Software), Third-Party Products, Services (includes Implementation Services, Support Services, Hosting Services), Hardware, Hosting Software, and Hosting Environment; subject only to the Authorized Billing and Payment Mechanisms and Use Reconciliation.

2.3. Use Reconciliation

After the completion of the second Contract Year, and after the completion of each Contract Year thereafter, Contractor may request in writing, within sixty (60) days of the beginning of the applicable Contract Year, a Use Reconciliation to occur during the first calendar quarter of the applicable Contract Year. The results of the Use Reconciliation will be applied as of the first (1st) day of the Contract Year in which the Use Reconciliation takes place.

The Use Reconciliation is intended to capture all additional costs to Contractor, including additional infrastructure costs, that arise in connection with expanded use or consumption by County of the CADS System, including as

applicable in connection with an Approved Physical Growth Event. The Use Reconciliation will be accomplished by comparing the baseline use and consumption metrics as to the CADS System components specified in the table in Section 2.3.1 (Baseline Use Metrics) (the “**Baseline Use Metrics**”) against County’s actual use and consumption metrics measured in accordance with the table in Section 2.3.1 (Baseline Use Metrics). After the completion of any Use Reconciliation, in the event County’s then-current use, measured as of first day of the Contract Year in which the Use Reconciliation takes place, exceeds or is less than the Baseline Use Metrics in an amount that triggers a “**Reconciliation Adjustment**” to the Recurring Monthly Fee as provided below, the then-current use metrics shall become the new Baseline Use Metrics for any subsequent Use Reconciliation. As to each CADS System component set forth in Section 2.3.1 (Baseline Use Metrics), in the event that a Reconciliation Adjustment results from the County’s then-current use being less than the applicable Baseline Use Metric, such Reconciliation Adjustment shall not reduce the Monthly Recurring Fee for that applicable CADS System component below the amount that such Monthly Recurring Fee was specified under the Agreement as of the Effective Date.

2.3.1. Baseline Use Metrics

[Table provided on the following page]

No.	Item Subject to Use Reconciliation	Baseline Use Metric	Use Reconciliation Trigger	Unit Increment	Recurring Monthly Fee Per Unit Increment
1.	Operating Budget / Management Reporting (System Users)	700 System Users	The actual number of System Users is either (a) greater than the Baseline Use Metric, or (b) less than the Baseline Use Metric by at least one Unit Increment.	50 System Users	\$353
2.	Cost Accounting – Hospitals (System Users)	100 System Users	The actual number of System Users is greater than the Baseline Use Metric, or is less than the Baseline Use Metric by at least one Unit Increment.	10 System Users	\$1,126
3.	Cost Accounting – Physicians (System Users)	100 System Users	The actual number of System Users is greater than the Baseline Use Metric, or is less than the Baseline Use Metric by at least one Unit Increment.	10 System Users	\$255
4.	Cost Accounting – Hospitals and Physicians (Report Users)	700 Report Users	The actual number of Report Users is greater than the Baseline Use Metric, or is less than the Baseline Use Metric by at least one Unit Increment.	50 Report Users	\$175
5.	Episode Analytics (System Users)	100 System Users	The actual number of System Users is greater than the Baseline Use Metric, or is less than the Baseline Use Metric by at least one Unit Increment.	10 System Users	\$374
6.	Long Range Planning and Rolling Forecast (System Users)	700 System Users	The actual number of System Users is greater than the Baseline Use Metric, or is less than the Baseline Use Metric by at least one Unit Increment.	10 System Users	\$207
Baseline Use Metrics and Use Reconciliation Pricing for the Optional Work Modules Set Forth In Exhibit C.1 (Optional Work)					
7.	<i>Capital Planning and Tracking (System Users)</i>	<i>700 System Users</i>	<i>The actual number of System Users is greater than the Baseline Use Metric, or is less than the Baseline Use Metric by at least one Unit Increment.</i>	<i>50 System Users</i>	<i>\$185</i>
8.	<i>Capital Requisitioning (System Users)</i>	<i>700 System Users</i>	<i>The actual number of System Users is greater than the Baseline Use Metric, or is less than the Baseline Use Metric by at least one Unit Increment.</i>	<i>50 System Users</i>	<i>\$34</i>
9.	<i>Equipment Replacement (System Users)</i>	<i>100 System Users</i>	<i>The actual number of System Users is greater than the Baseline Use Metric, or is less than the Baseline Use Metric by at least one Unit Increment.</i>	<i>10 System Users</i>	<i>\$150</i>
10.	<i>Contract Analytics – Hospitals (System Users)</i>	<i>100 System Users</i>	<i>The actual number of System Users is greater than the Baseline Use Metric, or is less than the Baseline Use Metric by at least one Unit Increment.</i>	<i>10 System Users</i>	<i>\$461</i>
11.	<i>Contract Analytics – Physicians (System Users)</i>	<i>100 System Users</i>	<i>The actual number of System Users is greater than the Baseline Use Metric, or is less than the Baseline Use Metric by at least one Unit Increment.</i>	<i>10 System Users</i>	<i>\$118</i>

No.	Item Subject to Use Reconciliation	Baseline Use Metric	Use Reconciliation Trigger	Unit Increment	Recurring Monthly Fee Per Unit Increment
12.	<i>Continuous Improvement (System Users)</i>	<i>100 System Users</i>	<i>The actual number of System Users is greater than the Baseline Use Metric, or is less than the Baseline Use Metric by at least one Unit Increment.</i>	<i>10 System Users</i>	<i>\$1,399</i>
13.	<i>Productivity Reporting (System Users)</i>	<i>700 System Users</i>	<i>The actual number of System Users is greater than the Baseline Use Metric, or is less than the Baseline Use Metric by at least one Unit Increment.</i>	<i>10 System Users</i>	<i>\$28</i>

[Exhibit continued on the following page]

2.3.2. System User Definitions

For purposes of calculating Use Reconciliations under this Section 2.3 (Use Reconciliation), “**System Users**” shall mean the number of users who have access to the Licensed Software, as measured separately for each CADS System component set forth in Section 2.3.1 (Baseline Use Metrics). As to any CADS System component set forth in Section 2.3.1 (Baseline Use Metrics) that includes both System Users and Report Users, the functionality provided to the System Users shall include all of the functionality provided to the Report Users.

For purposes of calculating Use Reconciliations under this Section 2.3 (Use Reconciliation), “**Report Users**” shall mean the number of users with the ability to view the data within the Module, but with limited access to modify the data within the Module, as measured separately for each CADS System component set forth in Section 2.3.1 (Baseline Use Metrics). No user shall be counted as both a Report User and a System User for the same CADS System component set forth in Section 2.3.1 (Baseline Use Metrics).

2.4. Approved Physical Growth Event

Except as provided through application of another Authorized Billing and Payment Mechanism there is no additional fee or charge to County for increasing the volume of its use of the CADS System as authorized under the Agreement unless County makes the CADS System available for use to another hospital (an “**Approved Physical Growth Event**”). The Monthly Recurring Fee will be adjusted in connection with any Approved Physical Growth Event pursuant to the Use Reconciliation concept set forth in Section 2.3 (Use Reconciliation). For the avoidance of doubt, (i) Professional Services to implement an extension of the CADS System in connection with an Approved Physical Growth Event are not included in the Use Reconciliation concept set forth in Section 2.3 (Use Reconciliation), and would need to be separately purchased by County as Optional Work, and (ii) the Parties will review the Hosting Environment as part of the implementation of any Approved Physical Growth Event, and in the event that expansions to the Hosting Hardware are needed based on such review, additional Hosting Services may be required as Optional Work.

2.5. Financial Change Order/Optional Work and Discounts

Payment of Optional Work shall be as set forth in Sections 9.8 (Optional Work) and 14.6 (Implementing Optional Work) and, as to Professional Services, at the Professional Service Rates for Optional Work set forth in Exhibit C.6 (Contractor Professional Services Rate Card). Contractor has also provided optional pricing for additional Licensed Software, and related Services, as set forth in Exhibit C.1 (Optional Work).

The discount percentage to be applied to the subscription fee for New Software pursuant to Section 14.6.1 (New Software) of the Agreement shall be sixty-five percent (65%) off of the then current list price for such New Software that would otherwise be applicable to County’s use as determined by utilizing Contractor’s standard pricing metrics for the applicable New Software.

2.6. Amendments

Amendments to the Agreement are governed by Section 13.3 (Changes to Agreement) of the Agreement.



EXHIBIT C.1 (OPTIONAL WORK)

TO THE

COST ACCOUNTING AND DECISION SUPPORT SYSTEM AND SERVICES AGREEMENT

EXHIBIT C.1

OPTIONAL WORK

This Exhibit C.1 (Optional Work) is an attachment and addition to the Cost Accounting and Decision Support System and Services Agreement (the “**Agreement**”) entered into by and between the County of Los Angeles (“**County**”) and Strata Decision Technology LLC (“**Contractor**”), and is incorporated into the Agreement by reference hereof. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.

1. CADSS SYSTEM FUNCTIONALITY ENHANCEMENTS

This Section 1 (CADSS System Functionality Enhancements) lists certain Contractor Modules that may be purchased by County as Optional Work following the Effective Date of the Agreement. The Recurring Monthly Fees for the Modules under this Section 1 (CADSS System Functionality Enhancements) shall begin upon Productive Use of such Modules, and are fixed throughout the Term of the Agreement. For the avoidance of doubt, Professional Services to implement the Modules listed in this Section 1 (CADSS System Functionality Enhancements) are in addition to the fees set forth below, and would need to be separately purchased by County as Optional Work.

No.	Model	Products / Services	Recurring Subscription Fee (Monthly) as of the Effective Date	Recurring Subscription Fee Term (Months)	Recurring Fee Term Begins	Quantity*	Fee Metric
1.	Licensed Software (Subscription)	Capital Planning and Tracking	\$8,985	TBD	TBD	700 System Users	System Users
2.	Licensed Software (Subscription)	Capital Requisitioning	\$1,628	TBD	TBD	700 System Users	System Users
3.	Licensed Software (Subscription)	Equipment Replacement	\$2,604	TBD	TBD	100 System Users	System Users
4.	Licensed Software (Subscription)	Contract Analytics (Hospital)	\$7,987	TBD	TBD	100 System Users	System Users
5.	Licensed Software (Subscription)	Contract Analytics (Physicians)	\$2,048	TBD	TBD	100 System Users	System Users
6.	Licensed Software (Subscription)	Continuous Improvement	\$24,231	TBD	TBD	100 System Users	System Users
7.	Licensed Software (Subscription)	Productivity Reporting	\$4,013	TBD	TBD	700 System Users	System Users

2. UNLIMITED SYSTEM AND REPORT USERS LICENSE CONVERSION

As set forth in this Section 2 (Enterprise Licensed Conversion), County may elect to convert its License to the Licensed Software to an enterprise license by providing written notice to Contractor of such election prior to the end of Contract Year 3 (“**Enterprise License Conversion**”). Upon County’s election to purchase the Enterprise License Conversion, the Parties shall execute an Amendment to the Agreement that (1) removes all mechanisms for price increases based on increased County user counts, including Use Reconciliation and Approved Physical Growth Event price increases based on increased County user counts; (2) increases all fees identified as “Licensed Software Subscription” fees in Exhibit C.2 (Milestone Payments and Recurring Monthly Fees Table) by twenty-five percent (25%); and (3) modifies the table in Section 1 (CADSS System Functionality Enhancements), above, to (i) increase all fees identified as “Subscription” fees by twenty-five percent (25%), and (ii) change all amounts in the “Quantity” column to “Unlimited.”

3. AD HOC TRAINING SERVICES POST GO-LIVE

Solution	Course	Description	Training Duration (Days)	On-Site (County)		Remote	Contractor Classroom (Chicago)
				Fee Per Course	Participants Per Course	Cost Per Participant	Cost Per Participant
Cross-Solution	General Platform Features	This course covers the basics about the StrataJazz® system as a new administrative user. This includes navigation, security, and an introduction to how data is used and stored.	1	\$1,800	5	\$0	\$0
Cross-Solution	Ad Hoc Reporter - AP	This course covers the functionality needed to create and maintain Ad Hoc Reporter, in addition to confidently supporting other reporting users in your organization.	1	\$1,800	5	\$375	\$300
Cross-Solution	Ad Hoc Reporter - DS	This course covers the functionality needed to create and maintain Ad Hoc Reporter, in addition to confidently supporting other reporting users in your organization.	1	\$1,800	5	\$375	\$300
Advanced Planning	Capital Planning Level 1 – Fundamentals	This course covers all the tools and processes you need to maintain the fundamental components of the Capital Planning module, including system administrator responsibilities and troubleshooting.	1	\$1,800	5	\$375	\$300
Advanced Planning	Management Reporting Level 1 – Fundamentals	This course covers all the tools and processes you need to maintain and roll over the Management Reporting module in addition to confidently educating and supporting other users of the module in your organization.	1	\$1,800	5	\$375	\$300
Advanced Planning	Operating Budgeting Level 1 – Fundamentals	This course covers all the tools and processes you need to maintain the fundamental components of the Departmental Budget model functionality, configuration, and maintenance concepts.	3	\$5,400	5	\$1,125	\$900
Advanced Planning	Operating Budgeting Level 2 - Rollovers	This course covers how to close your budgets at the end of your budget preparation cycle and how to roll over the budgets in preparation for an upcoming budget cycle.	1	\$1,800	5	\$375	\$300
Advanced Planning	Operating Budgeting – Global Statistics	This course covers how to use the Global Statistics model in the Operating Budgeting module.	1	\$1,800	5	\$375	\$300
Advanced Planning	Strategic Planning Level 1 – Rolling Forecasting	This course covers the tools and processes you need to maintain the fundamental components of the Rolling Forecasting model functionality, configuration, and maintenance concepts.	2	\$3,600	5	\$750	\$600
Decision Support	Analytics	This course covers the fundamentals and tools needed to create and maintain patient populations, service lines, and calculated system fields.	1	\$1,800	5	\$375	\$300
Decision Support	Cost Accounting Level 1 – Fundamentals	This course covers the fundamentals needed to be an effective and independent administrator of the Cost Accounting module.	1	\$1,800	5	\$375	\$300

Solution	Course	Description	Training Duration (Days)	On-Site (County)		Remote	Contractor Classroom (Chicago)
				Fee Per Course	Participants Per Course	Cost Per Participant	Cost Per Participant
Decision Support	Cost Accounting Level 2 – Advanced Concepts	This course covers the strategies to complete advanced reclassification and overhead allocation. Additionally, you review the calculations behind RCC and RVU.	1	\$1,800	5	\$375	\$300
Decision Support	Contract Analytics	This course covers the functionality and basic procedures for the Contract Analytics module.	1	\$1,800	5	\$375	\$300

4. ADDITIONAL DOMAIN OPTIONAL WORK

In the event that County purchases the Optional Work described in this Section 4 (Additional Domain Optional Work), Contractor shall make the “sandbox” domain described in Sections 3.1 (Technical Environment) and 9 (Hosting Services Assumptions Regarding Infrastructure Domains) of Exhibit M (Additional Hosting Services Terms and Conditions) available to County on a persistent basis throughout the Term of the Agreement. The cost for such Optional Work shall be one thousand seven hundred fifty dollars (\$1,750) per month.

5. EXTENDED DATA RETENTION OPTIONAL WORK

County may extend the amount of CADS System data that is retained within the CADS System prior to being stored outside the CADS System by purchasing the Optional Work described in this Section 5 (Extended Date Retention Optional Work).

Years of Prior Fiscal Year CADS System Data Retained Within the CADS System Prior to Being Moved Outside of the CADS System	Additional Cost (Annually)
5*	N/A (storage for five (5) years of prior fiscal year data, in addition to the current fiscal year’s data, is included in the Services without County’s purchase of the Optional Work described in this Section 5 (Extended Date Retention Optional Work))
6	\$10,000
7	\$20,000
8	\$30,000
9	\$40,000
10	\$50,000
11	\$60,000
12	\$70,000
13	\$80,000

Years of Prior Fiscal Year CADS System Data Retained Within the CADS System Prior to Being Moved Outside of the CADS System	Additional Cost (Annually)
14	\$90,000
15	\$100,000

* No CADS System data shall be stored outside of the CADS System until the County has reached the five (5) years of prior fiscal year data storage threshold within the CADS System.

5.1. Additional CADS System Data Stored Outside the CADS System

Years of Prior Fiscal Year CADS System Data Stored Outside of the CADS System Prior to Being Deleted or Purged	Additional Cost (Annually)
3	N/A (storage for three (3) years of prior fiscal year data is included in the Services without County's purchase of the Optional Work described in this Section 5 (Extended Date Retention Optional Work))

Contractor will store an additional three (3) years of prior fiscal year archived data outside of the CADS System, which Contractor will make available to County for reporting needs within forty eight (48) hours upon request. Such archived data will be available to County for five (5) days before Contractor returns such data to the archive. No CADS System data will be purged or deleted until it has been stored as described in this Section 5.1 (Additional CADS System Data Stored Outside the CADS System) for three (3) years as described herein.

5.2. Required Notice Prior to Deleting or Purging Any CADS System Data

To provide County with sufficient time to determine whether to purchase the Optional Work described in this Section 5 (Extended Date Retention Optional Work), Contractor shall provide the County with both twelve (12) months' written notice and six (6) months' written notice prior to the deletion or purging of any CADS System data from the archive described in Section 5.1 (Additional CADS System Data Stored Outside the CADS System), above. For example, in the event that County has not purchased any of the Optional Work described in this Section 5 (Extended Date Retention Optional Work), Contractor shall provide the County with twelve (12) months' written notice and six (6) months' written notice prior to the date that County meets the threshold of five (5) years of prior fiscal year data storage within the CADS System and three (3) years of prior fiscal year data storage outside of the CADS System, which is when CADS System data may first be deleted or purged. Contractor shall ensure that no CADS System data is deleted or purged until County has been provided with the notice described in this Section 5 (Extended Date Retention Optional Work).



EXHIBIT C.2 (MILESTONE PAYMENTS AND RECURRING MONTHLY FEES
TABLE)
TO THE
COST ACCOUNTING AND DECISION SUPPORT SYSTEM AND SERVICES
AGREEMENT

			Milestone Payments										Recurring Monthly Fees		
			Contract Initiation Event	Complete Project Initiation	Complete Data Integration	Complete Design and Build for Cost Accounting Modules	Complete Testing, Training, and Deployment for Cost Accounting Modules	Complete Design and Build for Operating Budgeting and Episode Analytics Modules	Complete Testing, Training, and Deployment for Operating Budgeting and Episode Analytics Modules	Complete Design and Build for Management Reporting and Long Range Planning and Rolling Forecast Modules	Complete Testing, Training, and Deployment for Management Reporting and Long Range Planning and Rolling Forecast Modules and Achieve Productive Use of the Licensed Software	Final Acceptance	Licensed Software Subscription	Hosting Services	Source Code Escrow
Key Milestone Allocation			10%	5%	15%	8%	10%	9%	10%	8%	10%	15%	*The Recurring Monthly Fees begin on the date of Productive Use, but not later than January 11, 2023, pursuant to Section 2.1 (Milestone Payments) of Exhibit C (Fees; Contractor Professional Services Rates).		
Milestone Payments		\$1,566,025	\$156,603	\$78,301	\$234,904	\$125,282	\$156,603	\$140,942	\$156,603	\$125,282	\$156,603	\$234,904			
Key Milestone Scheduled Duration			-	2	3	3	4	2	1	1	3	-			
Monthly Key Milestone Payment			\$156,603	\$33,278	\$66,556	\$35,497	\$33,278	\$59,900	\$133,112	\$106,490	\$44,371	-			
Holdback Amount (15%)			\$156,603	\$11,745	\$35,236	\$18,792	\$23,490	\$21,141	\$23,490	\$18,792	\$23,490	\$234,904			
Associated Key Deliverables			See Exhibit C.4 (Key Milestone and Key Deliverables Table)												
Month of Services Performance	Contract Month Number	Expected Invoice Date													
Key Milestone Approval - Contract Initiation			\$156,603												
Jan 2021	Month 1	2/1/2021		\$33,278											
Feb 2021	Month 2	3/1/2021		\$33,278											
Key Milestone Approval - Complete Project Initiation			\$11,745												
Mar 2021	Month 3	4/1/2021			\$66,556										
Apr 2021	Month 4	5/1/2021			\$66,556										
May 2021	Month 5	6/1/2021			\$66,556										
Key Milestone Approval - Complete Data Integration			\$35,236												
Jun 2021	Month 6	7/1/2021				\$35,497									
Jul 2021	Month 7	8/1/2021				\$35,497									
Aug 2021	Month 8	9/1/2021				\$35,497									
Key Milestone Approval - Complete Design and Build for Cost Accounting Modules			\$18,792												
Sep 2021	Month 9	10/1/2021					\$33,278								
Oct 2021	Month 10	11/1/2021					\$33,278								
Nov 2021	Month 11	12/1/2021					\$33,278								
Dec 2021	Month 12	1/1/2022					\$33,278								
Key Milestone Approval - Complete Testing, Training, and Deployment for Cost Accounting Modules			\$23,490												
Jan 2022	Month 13	2/1/2022						\$59,900							
Feb 2022	Month 14	3/1/2022						\$59,900							
Key Milestone Approval - Complete Design and Build for Operating Budgeting and Episode Analytics Modules			\$21,141												
Mar 2022	Month 15	4/1/2022							\$133,112						
Key Milestone Approval - Complete Testing, Training, and Deployment for Operating Budgeting and Episode Analytics Modules			\$23,490												
Apr 2022	Month 16	5/1/2022								\$106,490					
Key Milestone Approval - Complete Design and Build for Management Reporting and Long Range Planning and Rolling Forecast Modules			\$18,792												
May 2022	Month 17	6/1/2022									\$44,371				
Jun 2022	Month 18	7/1/2022									\$44,371				
Jul 2022	Month 19	8/1/2022									\$44,371				
Key Milestone Approval - Complete Testing, Training, and Deployment for Management Reporting and Long Range Planning and Rolling Forecast Modules and Achieve Productive Use of the Licensed Software			\$23,490												
Aug 2022	Month 20	9/1/2022											\$44,260*	\$8,985*	\$83*
Sep 2022	Month 21	10/1/2022											\$44,260	\$8,985	\$83
Key Milestone Approval - Final Acceptance			\$234,904												
Oct 2022	Month 22	11/1/2022											\$44,260	\$8,985	\$83
Nov 2022	Month 23	12/1/2022											\$44,260	\$8,985	\$83
Dec 2022	Month 24	1/1/2023											\$44,260	\$8,985	\$83
Jan 2023	Month 25	2/1/2023											\$44,260	\$8,985	\$83
Feb 2023	Month 26	3/1/2023											\$44,260	\$8,985	\$83
Mar 2023	Month 27	4/1/2023											\$44,260	\$8,985	\$83
Apr 2023	Month 28	5/1/2023											\$44,260	\$8,985	\$83
May 2023	Month 29	6/1/2023											\$44,260	\$8,985	\$83
Jun 2023	Month 30	7/1/2023											\$44,260	\$8,985	\$83
Jul 2023	Month 31	8/1/2023											\$44,260	\$8,985	\$83
Aug 2023	Month 32	9/1/2023											\$44,260	\$8,985	\$83
Sep 2023	Month 33	10/1/2023											\$44,260	\$8,985	\$83
Oct 2023	Month 34	11/1/2023											\$44,260	\$8,985	\$83
Nov 2023	Month 35	12/1/2023											\$44,260	\$8,985	\$83
Dec 2023	Month 36	1/1/2024											\$44,260	\$8,985	\$83
Jan 2024	Month 37	2/1/2024											\$44,260	\$8,985	\$83
Feb 2024	Month 38	3/1/2024											\$44,260	\$8,985	\$83
Mar 2024	Month 39	4/1/2024											\$44,260	\$8,985	\$83
Apr 2024	Month 40	5/1/2024											\$44,260	\$8,985	\$83
May 2024	Month 41	6/1/2024											\$44,260	\$8,985	\$83
Jun 2024	Month 42	7/1/2024											\$44,260	\$8,985	\$83
Jul 2024	Month 43	8/1/2024											\$44,260	\$8,985	\$83
Aug 2024	Month 44	9/1/2024											\$44,260	\$8,985	\$83
Sep 2024	Month 45	10/1/2024											\$44,260	\$8,985	\$83
Oct 2024	Month 46	11/1/2024											\$44,260	\$8,985	\$83
Nov 2024	Month 47	12/1/2024											\$44,260	\$8,985	\$83

			Milestone Payments										Recurring Monthly Fees		
			Contract Initiation Event	Complete Project Initiation	Complete Data Integration	Complete Design and Build for Cost Accounting Modules	Complete Testing, Training, and Deployment for Cost Accounting Modules	Complete Design and Build for Operating Budgeting and Episode Analytics Modules	Complete Testing, Training, and Deployment for Operating Budgeting and Episode Analytics Modules	Complete Design and Build for Management Reporting and Long Range Planning and Rolling Forecast Modules	Complete Testing, Training, and Deployment for Management Reporting and Long Range Planning and Rolling Forecast Modules and Achieve Productive Use of the Licensed Software	Final Acceptance	Licensed Software Subscription	Hosting Services	Source Code Escrow
Key Milestone Allocation			10%	5%	15%	8%	10%	9%	10%	8%	10%	15%	*The Recurring Monthly Fees begin on the date of Productive Use, but not later than January 11, 2023, pursuant to Section 2.1 (Milestone Payments) of Exhibit C (Fees; Contractor Professional Services Rates).		
Milestone Payments		\$1,566,025	\$156,603	\$78,301	\$234,904	\$125,282	\$156,603	\$140,942	\$156,603	\$125,282	\$156,603	\$234,904			
Key Milestone Scheduled Duration				2	3	3	4	2	1	1	3				
Monthly Key Milestone Payment			-	\$33,278	\$66,556	\$35,497	\$33,278	\$59,900	\$133,112	\$106,490	\$44,371	-			
Holdback Amount (15%)			\$156,603	\$11,745	\$35,236	\$18,792	\$23,490	\$21,141	\$23,490	\$18,792	\$23,490	\$234,904			
Associated Key Deliverables			See Exhibit C.4 (Key Milestone and Key Deliverables Table)												
Month of Services Performance	Contract Month Number	Expected Invoice Date													
Dec 2024	Month 48	1/1/2025											\$44,260	\$8,985	\$83
Jan 2025	Month 49	2/1/2025											\$44,260	\$8,985	\$83
Feb 2025	Month 50	3/1/2025											\$44,260	\$8,985	\$83
Mar 2025	Month 51	4/1/2025											\$44,260	\$8,985	\$83
Apr 2025	Month 52	5/1/2025											\$44,260	\$8,985	\$83
May 2025	Month 53	6/1/2025											\$44,260	\$8,985	\$83
Jun 2025	Month 54	7/1/2025											\$44,260	\$8,985	\$83
Jul 2025	Month 55	8/1/2025											\$44,260	\$8,985	\$83
Aug 2025	Month 56	9/1/2025											\$44,260	\$8,985	\$83
Sep 2025	Month 57	10/1/2025											\$44,260	\$8,985	\$83
Oct 2025	Month 58	11/1/2025											\$44,260	\$8,985	\$83
Nov 2025	Month 59	12/1/2025											\$44,260	\$8,985	\$83
Dec 2025	Month 60	1/1/2026											\$44,260	\$8,985	\$83
Jan 2026	Month 61	2/1/2026											\$44,260	\$8,985	\$83
Feb 2026	Month 62	3/1/2026											\$44,260	\$8,985	\$83
Mar 2026	Month 63	4/1/2026											\$44,260	\$8,985	\$83
Apr 2026	Month 64	5/1/2026											\$44,260	\$8,985	\$83
May 2026	Month 65	6/1/2026											\$44,260	\$8,985	\$83
Jun 2026	Month 66	7/1/2026											\$44,260	\$8,985	\$83
Jul 2026	Month 67	8/1/2026											\$44,260	\$8,985	\$83
Aug 2026	Month 68	9/1/2026											\$44,260	\$8,985	\$83
Sep 2026	Month 69	10/1/2026											\$44,260	\$8,985	\$83
Oct 2026	Month 70	11/1/2026											\$44,260	\$8,985	\$83
Nov 2026	Month 71	12/1/2026											\$44,260	\$8,985	\$83
Dec 2026	Month 72	1/1/2027											\$44,260	\$8,985	\$83
Jan 2027	Month 73	2/1/2027											\$44,260	\$8,985	\$83
Feb 2027	Month 74	3/1/2027											\$44,260	\$8,985	\$83
Mar 2027	Month 75	4/1/2027											\$44,260	\$8,985	\$83
Apr 2027	Month 76	5/1/2027											\$44,260	\$8,985	\$83
May 2027	Month 77	6/1/2027											\$44,260	\$8,985	\$83
Jun 2027	Month 78	7/1/2027											\$44,260	\$8,985	\$83
Jul 2027	Month 79	8/1/2027											\$44,260	\$8,985	\$83
Aug 2027	Month 80	9/1/2027											\$44,260	\$8,985	\$83
Sep 2027	Month 81	10/1/2027											\$44,260	\$8,985	\$83
Oct 2027	Month 82	11/1/2027											\$44,260	\$8,985	\$83
Nov 2027	Month 83	12/1/2027											\$44,260	\$8,985	\$83
Dec 2027	Month 84	1/1/2028											\$44,260	\$8,985	\$83
Jan 2028	Month 85	2/1/2028											\$44,260	\$8,985	\$83
Feb 2028	Month 86	3/1/2028											\$44,260	\$8,985	\$83
Mar 2028	Month 87	4/1/2028											\$44,260	\$8,985	\$83
Apr 2028	Month 88	5/1/2028											\$44,260	\$8,985	\$83
May 2028	Month 89	6/1/2028											\$44,260	\$8,985	\$83
Jun 2028	Month 90	7/1/2028											\$44,260	\$8,985	\$83
Jul 2028	Month 91	8/1/2028											\$44,260	\$8,985	\$83
Aug 2028	Month 92	9/1/2028											\$44,260	\$8,985	\$83
Sep 2028	Month 93	10/1/2028											\$44,260	\$8,985	\$83
Oct 2028	Month 94	11/1/2028											\$44,260	\$8,985	\$83
Nov 2028	Month 95	12/1/2028											\$44,260	\$8,985	\$83
Dec 2028	Month 96	1/1/2029											\$44,260	\$8,985	\$83
Jan 2029	Month 97	2/1/2029											\$44,260	\$8,985	\$83
Feb 2029	Month 98	3/1/2029											\$44,260	\$8,985	\$83
Mar 2029	Month 99	4/1/2029											\$44,260	\$8,985	\$83
Apr 2029	Month 100	5/1/2029											\$44,260	\$8,985	\$83
May 2029	Month 101	6/1/2029											\$44,260	\$8,985	\$83
Jun 2029	Month 102	7/1/2029											\$44,260	\$8,985	\$83
Jul 2029	Month 103	8/1/2029											\$44,260	\$8,985	\$83
Aug 2029	Month 104	9/1/2029											\$44,260	\$8,985	\$83

			Milestone Payments										Recurring Monthly Fees		
			Contract Initiation Event	Complete Project Initiation	Complete Data Integration	Complete Design and Build for Cost Accounting Modules	Complete Testing, Training, and Deployment for Cost Accounting Modules	Complete Design and Build for Operating Budgeting and Episode Analytics Modules	Complete Testing, Training, and Deployment for Operating Budgeting and Episode Analytics Modules	Complete Design and Build for Management Reporting and Long Range Planning and Rolling Forecast Modules	Complete Testing, Training, and Deployment for Management Reporting and Long Range Planning and Rolling Forecast Modules and Achieve Productive Use of the Licensed Software	Final Acceptance	Licensed Software Subscription	Hosting Services	Source Code Escrow
Key Milestone Allocation			10%	5%	15%	8%	10%	9%	10%	8%	10%	15%	*The Recurring Monthly Fees begin on the date of Productive Use, but not later than January 11, 2023, pursuant to Section 2.1 (Milestone Payments) of Exhibit C (Fees; Contractor Professional Services Rates).		
Milestone Payments		\$1,566,025	\$156,603	\$78,301	\$234,904	\$125,282	\$156,603	\$140,942	\$156,603	\$125,282	\$156,603	\$234,904			
Key Milestone Scheduled Duration			-	2	3	3	4	2	1	1	3	-			
Monthly Key Milestone Payment			-	\$33,278	\$66,556	\$35,497	\$33,278	\$59,900	\$133,112	\$106,490	\$44,371	-			
Holdback Amount (15%)			\$156,603	\$11,745	\$35,236	\$18,792	\$23,490	\$21,141	\$23,490	\$18,792	\$23,490	\$234,904			
Associated Key Deliverables			See Exhibit C.4 (Key Milestone and Key Deliverables Table)												
Month of Services Performance	Contract Month Number	Expected Invoice Date													
Sep 2029	Month 105	10/1/2029											\$44,260	\$8,985	\$83
Oct 2029	Month 106	11/1/2029											\$44,260	\$8,985	\$83
Nov 2029	Month 107	12/1/2029											\$44,260	\$8,985	\$83
Dec 2029	Month 108	1/1/2030											\$44,260	\$8,985	\$83
Jan 2030	Month 109	2/1/2030											\$44,260	\$8,985	\$83
Feb 2030	Month 110	3/1/2030											\$44,260	\$8,985	\$83
Mar 2030	Month 111	4/1/2030											\$44,260	\$8,985	\$83
Apr 2030	Month 112	5/1/2030											\$44,260	\$8,985	\$83
May 2030	Month 113	6/1/2030											\$44,260	\$8,985	\$83
Jun 2030	Month 114	7/1/2030											\$44,260	\$8,985	\$83
Jul 2030	Month 115	8/1/2030											\$44,260	\$8,985	\$83
Aug 2030	Month 116	9/1/2030											\$44,260	\$8,985	\$83
Sep 2030	Month 117	10/1/2030											\$44,260	\$8,985	\$83
Oct 2030	Month 118	11/1/2030											\$44,260	\$8,985	\$83
Nov 2030	Month 119	12/1/2030											\$44,260	\$8,985	\$83
Dec 2030	Month 120	1/1/2031											\$44,260	\$8,985	\$83
Jan 2031	Month 121	2/1/2031											\$44,260	\$8,985	\$83
Feb 2031	Month 122	3/1/2031											\$44,260	\$8,985	\$83
Mar 2031	Month 123	4/1/2031											\$44,260	\$8,985	\$83
Apr 2031	Month 124	5/1/2031											\$44,260	\$8,985	\$83
May 2031	Month 125	6/1/2031											\$44,260	\$8,985	\$83
Jun 2031	Month 126	7/1/2031											\$44,260	\$8,985	\$83
Jul 2031	Month 127	8/1/2031											\$44,260	\$8,985	\$83
Aug 2031	Month 128	9/1/2031											\$44,260	\$8,985	\$83
Sep 2031	Month 129	10/1/2031											\$44,260	\$8,985	\$83
Oct 2031	Month 130	11/1/2031											\$44,260	\$8,985	\$83
Nov 2031	Month 131	12/1/2031											\$44,260	\$8,985	\$83
Dec 2031	Month 132	1/1/2032											\$44,260	\$8,985	\$83
Jan 2032	Month 133	2/1/2032											\$44,260	\$8,985	\$83
Feb 2032	Month 134	3/1/2032											\$44,260	\$8,985	\$83
Mar 2032	Month 135	4/1/2032											\$44,260	\$8,985	\$83
Apr 2032	Month 136	5/1/2032											\$44,260	\$8,985	\$83
May 2032	Month 137	6/1/2032											\$44,260	\$8,985	\$83
Jun 2032	Month 138	7/1/2032											\$44,260	\$8,985	\$83
Jul 2032	Month 139	8/1/2032											\$44,260	\$8,985	\$83
Aug 2032	Month 140	9/1/2032											\$44,260	\$8,985	\$83
Sep 2032	Month 141	10/1/2032											\$44,260	\$8,985	\$83
Oct 2032	Month 142	11/1/2032											\$44,260	\$8,985	\$83
Nov 2032	Month 143	12/1/2032											\$44,260	\$8,985	\$83
Dec 2032	Month 144	1/1/2033											\$44,260	\$8,985	\$83
Jan 2033	Month 145	2/1/2033											\$44,260	\$8,985	\$83
Feb 2033	Month 146	3/1/2033											\$44,260	\$8,985	\$83
Mar 2033	Month 147	4/1/2033											\$44,260	\$8,985	\$83
Apr 2033	Month 148	5/1/2033											\$44,260	\$8,985	\$83
May 2033	Month 149	6/1/2033											\$44,260	\$8,985	\$83
Jun 2033	Month 150	7/1/2033											\$44,260	\$8,985	\$83
Jul 2033	Month 151	8/1/2033											\$44,260	\$8,985	\$83
Aug 2033	Month 152	9/1/2033											\$44,260	\$8,985	\$83
Sep 2033	Month 153	10/1/2033											\$44,260	\$8,985	\$83
Oct 2033	Month 154	11/1/2033											\$44,260	\$8,985	\$83
Nov 2033	Month 155	12/1/2033											\$44,260	\$8,985	\$83
Dec 2033	Month 156	1/1/2034											\$44,260	\$8,985	\$83
Jan 2034	Month 157	2/1/2034											\$44,260	\$8,985	\$83
Feb 2034	Month 158	3/1/2034											\$44,260	\$8,985	\$83
Mar 2034	Month 159	4/1/2034											\$44,260	\$8,985	\$83
Apr 2034	Month 160	5/1/2034											\$44,260	\$8,985	\$83
May 2034	Month 161	6/1/2034											\$44,260	\$8,985	\$83

			Milestone Payments									Recurring Monthly Fees			
			Contract Initiation Event	Complete Project Initiation	Complete Data Integration	Complete Design and Build for Cost Accounting Modules	Complete Testing, Training, and Deployment for Cost Accounting Modules	Complete Design and Build for Operating Budgeting and Episode Analytics Modules	Complete Testing, Training, and Deployment for Operating Budgeting and Episode Analytics Modules	Complete Design and Build for Management Reporting and Long Range Planning and Rolling Forecast Modules	Complete Testing, Training, and Deployment for Management Reporting and Long Range Planning and Rolling Forecast Modules and Achieve Productive Use of the Licensed Software	Final Acceptance	Licensed Software Subscription	Hosting Services	Source Code Escrow
Key Milestone Allocation			10%	5%	15%	8%	10%	9%	10%	8%	10%	15%	*The Recurring Monthly Fees begin on the date of Productive Use, but not later than January 11, 2023, pursuant to Section 2.1 (Milestone Payments) of Exhibit C (Fees; Contractor Professional Services Rates).		
Milestone Payments		\$1,566,025	\$156,603	\$78,301	\$234,904	\$125,282	\$156,603	\$140,942	\$156,603	\$125,282	\$156,603	\$234,904			
Key Milestone Scheduled Duration			-	2	3	3	4	2	1	1	3	-			
Monthly Key Milestone Payment			-	\$33,278	\$66,556	\$35,497	\$33,278	\$59,900	\$133,112	\$106,490	\$44,371	-			
Holdback Amount (15%)			\$156,603	\$11,745	\$35,236	\$18,792	\$23,490	\$21,141	\$23,490	\$18,792	\$23,490	\$234,904			
Associated Key Deliverables			See Exhibit C.4 (Key Milestone and Key Deliverables Table)												
Month of Services Performance	Contract Month Number	Expected Invoice Date													
Jun 2034	Month 162	7/1/2034											\$44,260	\$8,985	\$83
Jul 2034	Month 163	8/1/2034											\$44,260	\$8,985	\$83
Aug 2034	Month 164	9/1/2034											\$44,260	\$8,985	\$83
Sep 2034	Month 165	10/1/2034											\$44,260	\$8,985	\$83
Oct 2034	Month 166	11/1/2034											\$44,260	\$8,985	\$83
Nov 2034	Month 167	12/1/2034											\$44,260	\$8,985	\$83
Dec 2034	Month 168	1/1/2035											\$44,260	\$8,985	\$83
Jan 2035	Month 169	2/1/2035											\$44,260	\$8,985	\$83
Feb 2035	Month 170	3/1/2035											\$44,260	\$8,985	\$83
Mar 2035	Month 171	4/1/2035											\$44,260	\$8,985	\$83
Apr 2035	Month 172	5/1/2035											\$44,260	\$8,985	\$83
May 2035	Month 173	6/1/2035											\$44,260	\$8,985	\$83
Jun 2035	Month 174	7/1/2035											\$44,260	\$8,985	\$83
Jul 2035	Month 175	8/1/2035											\$44,260	\$8,985	\$83
Aug 2035	Month 176	9/1/2035											\$44,260	\$8,985	\$83
Sep 2035	Month 177	10/1/2035											\$44,260	\$8,985	\$83
Oct 2035	Month 178	11/1/2035											\$44,260	\$8,985	\$83
Nov 2035	Month 179	12/1/2035											\$44,260	\$8,985	\$83
Dec 2035	Month 180	1/1/2036											\$44,260	\$8,985	\$83



EXHIBIT C.4 (KEY MILESTONES AND KEY DELIVERABLES TABLE)

TO THE

COST ACCOUNTING AND DECISION SUPPORT SYSTEM AND SERVICES
AGREEMENT

EXHIBIT C.4**KEY MILESTONES AND KEY DELIVERABLES TABLE**

This Exhibit C.4 (Key Milestones and Key Deliverables Table) is an attachment and addition to the Cost Accounting and Decision Support System and Services Agreement (the “**Agreement**”) entered into by and between the County of Los Angeles (“**County**”) and Strata Decision Technology LLC (“**Contractor**”), and is incorporated into the Agreement by reference hereof. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.

Key Milestones		Key Deliverables	
Milestone Name	Milestone Allocation of Fixed Fees, Including Licensed Software, Third-Party Products, Implementation Fees	SOW Name	Deliverable Name
Contract Initiation Event	10%	Exhibit A.1 (Cost Accounting and Decision Support System Statement of Work)	<ul style="list-style-type: none"> ▪ Deliverable 1.1. Detailed Project Work Plan
Complete Project Initiation	5%	Exhibit A.1 (Cost Accounting and Decision Support System Statement of Work)	<ul style="list-style-type: none"> ▪ Deliverable 1.3. Project Initiation Completed
Complete Data Integration	15%	Exhibit A.1 (Cost Accounting and Decision Support System Statement of Work)	<ul style="list-style-type: none"> ▪ Deliverable 2.1. Discovery Findings and Validated CADS System Requirements ▪ Deliverable 2.2. Data Sources and Interface Requirements ▪ Deliverable 2.3. CADS System Data Import Design ▪ Deliverable 3.4. Interfaces for All Data Source Systems Built
Complete Design and Build for Cost Accounting Modules	8%	Exhibit A.1 (Cost Accounting and Decision Support System Statement of Work)	As to the Cost Accounting (Hospitals) and Cost Accounting (Physicians) Modules: <ul style="list-style-type: none"> ▪ Deliverable 2.4. Reports List and Work Plan ▪ Deliverable 2.6. Detailed Design Document for County CADS System ▪ Deliverable 3.2. CADS System Configured ▪ Deliverable 3.3. Reports Built
Complete Testing, Training, and Deployment for Cost Accounting Modules	10%	Exhibit A.1 (Cost Accounting and Decision Support System Statement of Work)	As to the Cost Accounting (Hospitals) and Cost Accounting (Physicians) Modules: <ul style="list-style-type: none"> ▪ Deliverable 4.1. Test Plan for Full Test Cycle ▪ Deliverable 4.3. Full Cycle Testing Completed ▪ Deliverable 4.4. Reports Testing Completed ▪ Deliverable 4.5. Interfaces Testing Completed ▪ Deliverable 5.4. Super User Training Delivered ▪ Deliverable 6.2. Completed Deployment
Complete Design and Build for Operating Budgeting and Episode Analytics Modules	9%	Exhibit A.1 (Cost Accounting and Decision Support System Statement of Work)	As to the Operating Budget and Episode Analytics Modules: <ul style="list-style-type: none"> ▪ Deliverable 2.4. Reports List and Work Plan

Key Milestones		Key Deliverables	
Milestone Name	Milestone Allocation of Fixed Fees, Including Licensed Software, Third-Party Products, Implementation Fees	SOW Name	Deliverable Name
			<ul style="list-style-type: none"> ▪ Deliverable 2.6. Detailed Design Document for County CADS System ▪ Deliverable 3.2. CADS System Configured ▪ Deliverable 3.3. Reports Built
Complete Testing, Training, and Deployment for Operating Budgeting and Episode Analytics Modules	10%	Exhibit A.1 (Cost Accounting and Decision Support System Statement of Work)	As to the Operating Budget and Episode Analytics Modules: <ul style="list-style-type: none"> ▪ Deliverable 4.1. Test Plan for Full Test Cycle ▪ Deliverable 4.3. Full Cycle Testing Completed ▪ Deliverable 4.4. Reports Testing Completed ▪ Deliverable 4.5. Interfaces Testing Completed ▪ Deliverable 5.4. Super User Training Delivered ▪ Deliverable 6.2. Completed Deployment
Complete Design and Build for Management Reporting and Long Range Planning and Rolling Forecast Modules	8%	Exhibit A.1 (Cost Accounting and Decision Support System Statement of Work)	As to the Management Reporting and Long Range Planning and Rolling Forecast Modules: <ul style="list-style-type: none"> ▪ Deliverable 2.4. Reports List and Work Plan ▪ Deliverable 2.6. Detailed Design Document for County CADS System ▪ Deliverable 3.2. CADS System Configured ▪ Deliverable 3.3. Reports Built
Complete Testing, Training, and Deployment for Management Reporting and Long Range Planning and Rolling Forecast Modules and Achieve Productive Use of the Licensed Software	10%	Exhibit A.1 (Cost Accounting and Decision Support System Statement of Work)	As to the Management Reporting and Long Range Planning and Rolling Forecast Modules: <ul style="list-style-type: none"> ▪ Deliverable 4.1. Test Plan for Full Test Cycle ▪ Deliverable 4.3. Full Cycle Testing Completed ▪ Deliverable 4.4. Reports Testing Completed ▪ Deliverable 4.5. Interfaces Testing Completed ▪ Deliverable 5.4. Super User Training Delivered ▪ Deliverable 6.2. Completed Deployment
Final Acceptance	15%	Exhibit A.1 (Cost Accounting and Decision Support System Statement of Work)	<ul style="list-style-type: none"> ▪ Deliverable 7.2. CADS System Post Go-Live Assessment ▪ Deliverable 7.4. Project Close-out Completed



EXHIBIT C.5 (DETAILED PRICING SUMMARY)

TO THE

COST ACCOUNTING AND DECISION SUPPORT SYSTEM AND SERVICES AGREEMENT

EXHIBIT C.5**DETAILED PRICING SUMMARY**

This Exhibit C.5 (Detailed Pricing Summary) is an attachment and addition to the Cost Accounting and Decision Support System and Services Agreement (the “**Agreement**”) entered into by and between the County of Los Angeles (“**County**”) and Strata Decision Technology LLC (“**Contractor**”), and is incorporated into the Agreement by reference hereof. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.

No.	Model	Products / Services	One Time Fee	Recurring Fee (Monthly) as of the Effective Date	Recurring Fee Term (Months)	Recurring Fee Term Begins	Quantity*	Fee Metric
1.	Implementation Services	CADSS Implementation Services	\$1,566,025	N/A	N/A	N/A	N/A	N/A
2.	Licensed Software (Subscription)	Operating Budget / Management Reporting Licensed Software Subscription	N/A	\$10,270	161 (Expected)	Upon Productive Use	700 System Users	System Users
3.	Licensed Software (Subscription)	Cost Accounting – Hospitals Licensed Software Subscription	N/A	\$19,500	161 (Expected)	Upon Productive Use	100 System Users and 700 Report Users	System Users and Report Users
4.	Licensed Software (Subscription)	Cost Accounting - Physicians Licensed Software Subscription	N/A	\$4,409	161 (Expected)	Upon Productive Use	100 System Users and 700 Report Users	System Users and Report Users
5.	Licensed Software (Subscription)	Episode Analytics Licensed Software Subscription	N/A	\$6,487	161 (Expected)	Upon Productive Use	100 System Users	System Users
6.	Licensed Software (Subscription)	Long Range Planning and Rolling Forecast Licensed Software Subscription	N/A	\$3,594	161 (Expected)	Upon Productive Use	700 System Users	System Users
7.	Licensed Software (Subscription)	eLearning Licensed Software Subscription	N/A	\$0	180	Upon the Effective Date	700 System Users	System Users
8.	Remote Hosting Services	Remote Hosting Services	N/A	\$8,985	161 (Expected)	Upon Productive Use	N/A	N/A
9.	Source Code Escrow	Source Code Escrow (Beneficiary Add, Deposit Tracking Notification, and Release Deposit Material Fee)	\$500 (included in CADSS Implementation Services)	\$83	161 (Expected)	Upon Productive Use	N/A	N/A

* Quantities stated are for calculation purposes only; licensed use is governed by the Agreement.



EXHIBIT C.6 (CONTRACTOR PROFESSIONAL SERVICES RATE CARD)

TO THE

COST ACCOUNTING AND DECISION SUPPORT SYSTEM AND SERVICES AGREEMENT

EXHIBIT C.6

CONTRACTOR PROFESSIONAL SERVICES RATE CARD

This Exhibit C.6 (Contractor Professional Services Rate Card) is an attachment and addition to the Cost Accounting and Decision Support System and Services Agreement (the “**Agreement**”) entered into by and between the County of Los Angeles (“**County**”) and Strata Decision Technology LLC (“**Contractor**”), and is incorporated into the Agreement by reference hereof. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.

1. PROFESSIONAL SERVICES RATES

Contractor Resource Type	Description	Rate (Per Hour)
Professional Services	See “Professional Services” definition in Exhibit G (Glossary).	■

2. ECONOMIC CHANGE ADJUSTMENTS TO PROFESSIONAL SERVICES RATES

The Parties will assess whether Contractor is eligible for an economic change adjustment for Professional Services fees only as provided under this Section 2 (Economic Change Adjustments to Professional Services Rates) on an annual basis during each of two (2) Economic Change Periods. The first Economic Change Period shall begin on the first day of Contract Year 6 and end on the last day of Contract Year 10, and the second Economic Change Period shall begin on the first day of Contract Year 11 and end on the last day of Contract Year 15 (each an “**Economic Change Period**”). The maximum amount of an economic change adjustment in any Contract Year shall be capped at the lesser of: (a) the difference between the most recently published percentage change, if any, in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index - Urban Wage Earners and Clerical Workers (“**CPI-W**”) for the Los Angeles-Long Beach-Anaheim Area for the Contract Year prior to the year for which the economic change adjustment is being calculated and the CPI-W for the Contract Year of the first Use Reconciliation under Exhibit C (Fees; Contractor Professional Services Rates), or (b) two percent (2%) (hereafter, “**Economic Change Adjustment**” or “**ECA**”). In addition to the annual limitation on increases, in no event shall the cumulative ECA increases for Professional Services fees during each of the two Economic Change Periods exceed five percent (5%) of the rate for Professional Services as of the day prior to the commencement of the Economic Change Period. For the avoidance of doubt, each ECA shall only apply to Professional Services fees for Services acquired by County as Optional Work subsequent to the date of such ECA.



EXHIBIT D (HARDWARE)

TO THE

COST ACCOUNTING AND DECISION SUPPORT SYSTEM AND SERVICES
AGREEMENT

EXHIBIT D

HARDWARE

This Exhibit D (Hardware) is an attachment and addition to the Cost Accounting and Decision Support System and Services Agreement (the “**Agreement**”) entered into by and between the County of Los Angeles (“**County**”) and Strata Decision Technology LLC (“**Contractor**”), and is incorporated into the Agreement by reference hereof. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.

Detailed Listing of All Hardware				
No.	Mfg. Part No.	Component	Product	Quantity
1.	N/A	N/A	N/A (as of the Effective Date, no Hardware is to be provided by Contractor under the Agreement)	N/A



EXHIBIT E (SERVICE LEVELS AND PERFORMANCE STANDARDS)

TO THE

COST ACCOUNTING AND DECISION SUPPORT SYSTEM AND SERVICES
AGREEMENT

EXHIBIT E

SERVICE LEVELS AND PERFORMANCE STANDARDS

This Exhibit E (Service Levels And Performance Standards) is an attachment and addition to the Cost Accounting and Decision Support System and Services Agreement, Agreement No. H-708846, (the “**Agreement**”) entered into by and between the County of Los Angeles, a political subdivision of the State of California (“**County**”) and Strata Decision Technology LLC (“**Contractor**”) and is incorporated into the Agreement by reference hereof. This Exhibit describes the Service Levels to be achieved by Contractor regarding the Licensed Software and Hosting Services. Except as provided in this Exhibit, capitalized terms shall have the meanings set forth in the body of the Agreement.

1. HOSTING OBLIGATIONS

1.1 GENERAL REQUIREMENTS

In addition to the other obligations set forth in the Agreement and this Exhibit, Contractor shall do the following:

- Operate the Hosting Services on Servers owned and maintained by Contractor or the Hosting Provider on a 24x7x365 basis. “**Server**” shall mean the server(s) on which the Hosting Services will be hosted, located within the United States.
- Allow access to the Hosting Services over a dedicated network connection from the Hosting Environment facilities on a 24x7x365 basis and provide secure and confidential storage of all information transmitted to and from the Hosting Services. Contractor provides redundancy at all necessary infrastructure points including: redundant clustered firewalls with redundant private network connections, running industry standard secure inspection, and analysis software.
- Supply hardware, security protocols, software and communications support structure to facilitate connection to the Contractor private network in accordance with the requirements set forth herein.
- Maintain back-up Servers, at Contractor Secondary Data Center, in a geographically different site from where the Servers at Contractor Primary Data Center are located. Back-up Servers are available through a contracted disaster recovery service; otherwise, data only is back-up in accordance with Exhibit M (Additional Hosting Terms and Conditions) or Exhibit M.2 (Business Continuity Plan) and stored at the Contractor Secondary Data Center.
- Review security notifications and alerts relevant to the Hosting Environment (e.g., Contractor notifications of bugs, attacks, patches), and apply as appropriate to maintain the highest level of defense.
- Contractor shall provide adequate firewall protection in order to secure Personal Data and other Confidential Information of County and users of the Hosting Services from unauthorized access by third-parties.

1.2 HOSTING PROVIDER

Contractor shall ensure the Hosting Provider complies with the terms of the Agreement, including the requirements of Exhibit M (Additional Hosting Services Terms and Conditions) and this Exhibit E (Service Levels and Performance Standards). Contractor shall be jointly and severally liable for any breach by Hosting Provider of the Agreement, including the requirements of this Exhibit E (Service Levels and Performance Standards) and Exhibit M.1 (Additional Hosting Services Terms and Conditions). As of the Effective Date, “**Hosting Provider**” shall be Contractor.

1.3 CHANGE OF HOSTING PROVIDER

In the event that, during the term of the Agreement, Contractor desires to transition to a new Hosting Provider, Contractor shall provide County with at least sixty (60) calendar days prior notice of the transition. Contractor shall reasonably cooperate with County in evaluating the security and performance of the proposed hosting service. County shall have thirty (30) calendar days from receipt of notice of the transition to reasonably object to the proposed new Hosting Provider. In the event of such objection, the Parties shall negotiate in good faith regarding

alternate Hosting Providers. If the Parties are unable to reach agreement within thirty (30) calendar days of receipt by Contractor of the objection, County may elect to terminate this Agreement without further obligation.

2. SERVICE MONITORING AND MANAGEMENT

Contractor will perform continuous monitoring and management of the Hosting Services to optimize Availability of the Licensed Software and Hosting Services for the production Hosting Environment. All other Hosting Environments will be continuously monitored and managed 24x7x365, Monday through Sunday. Included within the scope of this Section 2 (Service Monitoring and Management) is the proactive monitoring of the Servers and all service components of Contractor's production Hosting Environment and firewall for trouble on a seven (7) day by twenty-four (24) hour basis, and the expedient restoration of components when failures occur within the time period set forth in Section 7 (Service Outages). Contractor shall provide County the ability to view the Licensed Software and Hosting Services network connectivity and key performance metrics through a system administration portal provided by Contractor. Contractor will monitor and manage the Hosting Environment using its own tools, methodologies, and specifications and notify County of any issue impacting the CADS System performance. Contractor shall maintain redundancy in all key components such that Outages are less likely to occur due to individual component failures. Contractor will monitor "heartbeat" signals of all servers, routers, and leased lines, and HTTP availability of the Licensed Software and Hosting Services, by proactive probing at thirty (30) second intervals twenty-four (24) hours a day using an automated tool. If the Licensed Software or Hosting Services do not respond to pings or similar communications, they shall be immediately checked again. When Contractor receives a "down" signal, or otherwise has knowledge of an Outage or Error (including, without limitation, any failure in the Server or application software and/or hardware used to provide the Service), Contractor personnel will:

- Confirm the Outage by a direct check of the facility;
- If confirmed, take such action as may restore the service, or, if determined to be an internet service provider or telecom carrier problem, open a trouble ticket with the relevant companies;
- Notify County by telephone or pager according to mutually agreed upon procedures that an Outage has occurred, providing such details as may be available, including the Contractor trouble ticket number, if appropriate, and time of Outage;
- Work each Error until Resolution, escalating to management or to engineering as required; and
- Notify County of final Resolution, along with any pertinent findings or action taken, and request concurrence to close the trouble ticket.

3. BACKUPS

3.1 REGULAR BACK-UPS

Contractor shall provide for both the regular back-up of standard file systems relating to the Server, Licensed Software, and Hosting Services, and the timely restoral of such data on request by County due to a site failure. In particular, Contractor shall:

- Perform weekly full back-ups;
- Perform daily full back-ups;
- Send back-up media to secured, off-site storage facilities with a thirty (30) calendar day rotation of media;
- Fulfill restoral requests as directed by County due to site failures. Restoral will be performed in accordance with this Exhibit E (Service Levels and Performance Standards); and
- Every ninety (90) days review and validate Contractor's backup and recovery procedures, and periodically validate the accuracy and integrity of the backup data. Upon County's request, Contractor will validate that the back-ups of County Data are free from inaccuracies and inconsistencies.

3.2 DATA REPLICATION ACROSS DATA CENTERS

County Data shall be stored on redundant applications hardware in Contractor's Primary Data Center and replicated to Contractor's Secondary Data Center in accordance with Exhibit M (Additional Hosting Services Terms and Conditions) or Exhibit M.2 (Business Continuity Plan). Data security shall be provided by SSL encryption, IPsec encryption, multiple levels of virus protection, intrusion prevention systems, multi-factor management authentication, enterprise firewalls, and filtering routers. Hosting Environment shall provide redundancy at all tiers of the environment, redundant clustered firewalls with redundant Internet providers, running industry standard secure inspection, and analysis software. Contractor shall utilize methods to minimize data loss due to environmental failures or catastrophic disk failures, and in no event shall there be data loss in excess of twenty-four (24) hours. Contractor shall utilize tools to securely optimize data back-ups. In the event of a significant Primary Data Center failure, a failover to the Contractor's Secondary Data Center shall be completed. A restoration to the Primary Data Center shall occur at a mutually agreeable time between the Contractor and County.

4. **SERVICE LEVELS**

4.1 SERVICE REQUEST TRACKING SYSTEM

- (a) For use in responding to County's Support Requests, Configuration Requests, and Custom Report Requests (collectively, the **"Service Requests"**), Contractor shall maintain an automated Service Request Tracking System ("**SRTS**") with a description of each Service Request, response, and status. Contractor shall regularly review and update all open Service Requests and follow up on unresolved Service Requests. Contractor will provide County "read only" access to the SRTS for County's separate review of all open and closed County Service Requests. Each Service Request shall be detailed in an Internet accessible Service Request report, in an exportable format agreed upon by County, and shall include the following information.
- Identification Number. An automatically assigned unique identification number, which shall be used to track, document and respond to inquiries relating to a specific Service Request;
 - Date and Time. The date and time the Service Request was initiated, which shall be used to document and/or monitor overall response and resolution time;
 - Person Initiating Service Request. The name, title, and telephone number of the person initiating the Service Request, who shall be the primary point of contact used for inquiries regarding the request, unless otherwise assigned by the County Project Manager;
 - Call Taker. The name of Contractor personnel taking the call or first receiving an electronically submitted Service Request;
 - Contractor Employee Currently Assigned. The name and title of the Contractor's employee currently managing the resolution;
 - Location. Facility and/or physical location where the problem occurred;
 - Service Priority Level. The problem priority level as indicated by the reporting County personnel and as further defined in Section 4.2 (Support Request Service Levels) or Section 4.3 (Configuration Request Service Levels);
 - Reference Number. The County-assigned reference number, if applicable;
 - Service Request Description. A detailed description of the problem or deficiency encountered or Configuration Request;
 - Attached Documentation. The identification or description of, and, if available, copies of, documentation submitted by County with the Service Request to clarify the request, including screen prints, logs, report samples, etc.;

- Service Request Type. The Service Request type (e.g., software change, deficiency, Configuration Request, or Custom Report Request), as assigned by County which categorizes and specifies the type of request;
 - Service Request Subtype. The Support Request subtype (e.g., specific function to be changed, specific function that is deficient, type of report change requested), as assigned by County, as a subcategory of the Service Request type;
 - Resolution Description. Contractor's analysis of the problem or configuration or other request, and the proposed resolution (e.g., Configuration Change, Update, or other Enhancement);
 - Resolution Activity. Contractor's resolution activities and activity dates to monitor resolution time (e.g., description of calls to and from Contractor and County, referrals to Contractor's staff for correction or investigation, referrals to Third Party Software vendor, coordination of Update or Enhancement releases, validation of correction prior to release to County, etc.);
 - Estimated Resolution Date. The estimated date for Contractor to complete the Service Request;
 - Correction Applied Date. The date Contractor applied the correction; and
 - Resolution Status. The current status of the Service Request (e.g., open or closed).
- (b) Contractor shall maintain a historical knowledge base of Service-related problems to identify patterns and facilitate timely resolution.

4.2 SUPPORT REQUEST SERVICE LEVELS

Contractor shall Respond to and Resolve Support Requests as set forth below.

- (a) Support Requests. County shall classify its requests for Error Corrections consistent with the descriptions below. Each such request shall be referred to herein as a “**Support Request**.” County shall notify Contractor of Support Requests via telephone number, web-based SRTS, or other Contractor-provided mechanisms. All Contractor technical support personnel providing telephone support must do so in a manner such that the communication does not diminish County’s ability to effectively utilize the Licensed Software and Hosting Services or negatively impact the satisfaction of the users with the Licensed Software and Hosting Services. Such impacts could arise from technology issues such as delays or jitter in telecommunication lines, or the failure of the Contractor technical support personnel to provide support in standard American English with understandable accents or otherwise demonstrate sufficient language skills.

Support Request Classification	Description
Critical (Category 1)	<ul style="list-style-type: none"> • Issue affecting entire system or single critical production function; • System down or operating in materially degraded state; • Potential patient care affected; • Data integrity at risk; • Material financial impact; • Declared a Critical Support Request by the County CIO or designee; and/or • Widespread access interruptions.
High (Category 2)	<ul style="list-style-type: none"> • Primary workflow module failure that materially impairs system performance; and/or • Data entry or access is materially impaired on a limited basis.

Medium (Category 3)	<ul style="list-style-type: none"> System is operating with minor issues that can be addressed with a work around, or the issue does not affect system functionality.
Low (Category 4)	<ul style="list-style-type: none"> Request for assistance, information, or services that are routine in nature.

- (b) Response Time Service Level. Response time shall be measured from the time when Contractor receives the Support Request until the time Contractor has Responded to the Support Request. **“Respond”** means that Contractor has engaged on the Support Request; is working continuously to diagnose the corresponding Errors, formulate a plan to address any such Errors, and execute that plan; and has notified the County user originating the Support Request that such support has begun in the manner requested by the user originating the Support Request (e.g., e-mail, phone) or, if a specific means of communication is not requested, using direct interactive (person to person) method of communication to achieve contact with such user (e.g., no email or automated voicemail).

Support Request Classification	Service Level Metric (Response Time)	Service Level Credits
Critical (Category 1)	90% within one (1) business hour measured from the time when Contractor receives the Support Request by telephone from County 100% within two (2) business hours measured from the time when Contractor receives the Support Request by telephone from County	One Thousand Dollars (\$1,000) per incident either resulting in or subsequent to a Service Level Failure in a month
High (Category 2)	90% within two (2) business hours measured from the time when Contractor receives the Support Request by telephone from County 100% within three (3) business hours measured from the time when Contractor receives the Support Request by telephone from County	Five Hundred Dollars (\$500) per incident either resulting in or subsequent to a Service Level Failure in a month

- (c) Resolution Time Service Level. Resolution time shall be measured from the time when Contractor receives the Support Request until the time Contractor has Resolved the Support Request. **“Resolve”** means that, as to Errors, Contractor has provided County the corresponding Error Correction and County has confirmed such Error Correction.

The measurement of time to Resolve shall be suspended during such time as there is a failure by County to provide Contractor information deemed in writing by the Parties to be a Critical Path Item to the resolution at issue at the time of the Contractor request for such information was made to County. For purposes of this Section 4.2(c) (Resolution Time Service Level), a **“Critical Path Item”** is a significant action or item of information which Contractor cannot take or obtain without County’s assistance and on which subsequent activities toward the resolution at issue are dependent. In the event Contractor claims a suspension of the measurement of time to Resolve under this Section, it shall notify County, by posting in SRTS the time and reason for such action at the time the suspension determination is made. The suspension of measurement of time to Resolve shall end upon communication by County to Contractor that the Critical Path Item has been completed.

The measurement of time to Resolve Support Requests requiring a change to the Licensed Software (e.g., Revision) will be calculated from the time the request is “opened” in SRTS until the time the request is identified as needing a change to the Licensed Software, provided Contractor has delivered a work-around that has been Approved by County prior to the suspension of the measurement of the time to Resolve.

Support Request Classification	Service Level Metric (Resolution Time)	Service Level Credits
Critical (Category 1)	90% four (4) business hours	One Thousand Dollars (\$1,000) per incident either resulting in or subsequent to a Service Level Failure in a month
High (Category 2)	90% one (1) business day	Five Hundred Dollars (\$500) per incident either resulting in or subsequent to a Service Level Failure in a month
Medium (Category 3)	90% three (3) business days	Two Hundred Fifty Dollars (\$250) per incident either resulting in or subsequent to a Service Level Failure in a month
Low (Category 4)	90% within monthly Revision following the incident	Two Hundred Fifty Dollars (\$250) per incident either resulting in or subsequent to a Service Level Failure in a month

Notwithstanding the foregoing, as to Third-Party Products, the measurement of time to Resolve shall be suspended during such times as Contractor can demonstrate that the: (i) the resolution of the Support Request required correction of an Error in a Third-Party Product; and (ii) the supplier of the Third-Party Product failed to meet the time specified in writing by Contractor for completion of correction of the Error in the Third-Party Product. In any circumstance in which suspension of the time to Resolve is requested under this Section 4.2(c) (Resolution Time Service Level), Contractor must provide a Corrective Action Plan. The determination of whether suspension of the measurement of time to Resolve relating to Third-Party Products is appropriate will be made by the Parties within thirty (30) days of a Resolution Time Service Level Failure attributed by Contractor a Third-Party Product as provided in this paragraph.

- (d) Escalation. With respect to any Critical Support Request, until Resolved, Contractor shall escalate that Support Request within sixty (60) minutes of receipt to the appropriate Contractor support personnel (as designated by Contractor), including, as applicable, Contractor's Project Director.

4.3 CONFIGURATION REQUEST SERVICE LEVEL

The configuration requests identified this Section 4.3 (Configuration Request Service Level) ("**Configuration Requests**") is a separate category of requests for Support Services, in addition to the "Critical", "High", "Medium", or "Low" Support Requests described in the table in Section 4.2(a) (Support Requests). Examples of Configuration Requests included in Support Services are identified in Exhibit E.1 (Configuration Change Examples), however, the precise nature of the Configuration Requests cannot be precisely defined, and the Parties have agreed to the following to balance (i) the County's need to ensure Contractor properly supports it in its effective day to day use and maintenance of the Licensed Software, with (ii) Contractor's need to have a process to ensure County's consumption of Contractor resources as to such Configuration Requests is effectively managed. To achieve this, the Parties will meet quarterly or upon request by either Party ("**Configuration Request Consumption/Resolution Meeting**") to review actual Configuration Request consumption and resolution against (i) a resource consumption estimate of fifty-two (52) staff days per calendar year (or pro-rated part of a year) of Contractor resources for Support Services related to Configuration Requests ("**Configuration Resource Consumption Estimate**"), and (ii) an average Configuration Request resolution time of seven (7) Business Days ("**Average Configuration Request Resolution Time**"). In the event a Party identifies a consistent and material pattern of unusually high resource consumption by County or of slow or poor quality resolution of such Configuration Requests by Contractor as compared to the Configuration Resource Consumption Estimate or Average Configuration Request Resolution Time, the Parties will identify approaches to mitigate such consumption or resolution issues. If after such meeting, the Parties confirm the other Party's concern (whether as to consumption, resolution, or both), then the Party requiring change (or both if applicable) will implement appropriate consumption/resolution mitigation or change management activities. If, after a Configuration Request Consumption/Resolution Meeting and identification of an agreed mitigation plan, a Party observes the other is still engaging in a consistent and material pattern inconsistent with the mitigation plan, the Party may immediately escalate the issue to (i) as to Contractor, Contractor's Vice President of Client Services, and (ii) as to County, DHS's CFO or CIO as designated by the County.

4.4 AVAILABILITY SERVICE LEVEL

The Licensed Software and Hosting Services shall be Available for the percentage of the time each month of the Term of the Agreement as set forth below:

Service Level Metric	Service Level Credits
At a minimum, 99.8% Availability for the Licensed Software provided by the Hosting Services in each calendar month of the Term of the Agreement.	In the event Availability for the Hosting Services is not achieved, then the credits shall be incurred as follows:
Less than 99.8% and greater than or equal to 99.0%	25% of one month's Licensed Software Subscription fee
Less than 99.0% and greater than or equal to 97.0%	60% of one month's Licensed Software Subscription fee
Less than 97.0% and greater than or equal to 95.0%	80% of one month's Licensed Software Subscription fee
Less than 95.0%	100% of one month's Licensed Software Subscription fee
<p>At a minimum, % Availability for the Licensed Software provided by the Hosting Services in each calendar month of the Term of the Agreement.</p> <p>"Availability" means the actual uptime expressed as a percentage of the Scheduled Uptime for the Licensed Software and Hosting Services (i.e., $\text{Availability \%} = ((\text{Scheduled Uptime} - \text{Downtime}) / (\text{Scheduled Uptime})) \times 100\%$).</p> <p>"Scheduled Uptime" means twenty-four (24) hours each day, seven (7) days per week, excluding regular maintenance windows between the hours of 6:00 p.m. and 10:00 p.m. US Pacific Time on Tuesdays, or as otherwise notified by Contractor at least twenty-four (24) hours in advance. Notwithstanding anything herein, Contractor shall ensure that the Licensed Software and Hosting Services remain Available for Use during the foregoing maintenance windows to the extent reasonably practicable.</p> <p>"Downtime" means the aggregate duration of Outages for the Licensed Software and Hosting Services during the applicable Scheduled Uptime during a calendar month.</p> <p>"Outage" means any time during which the Licensed Software and Hosting Services (or any function of the Licensed Software or Hosting Services) are not Available for Use during a calendar month, measured from the time the Outage actually occurred or, when the time the Outage actually occurred cannot be determined, from the earliest point in time that such Outage is or reasonably should be detected by Contractor. An Outage is an Error. The Outage shall end when the Licensed Software or Hosting Services</p>	<p>In the event % Availability for the Hosting Services is below 99.8% more than once in a three (3) month rolling period, the Service Level Credit owed for the additional month(s) below the 99.8% in the given three (3) month rolling period, would be two times the Service Level Credit defined above. By way of illustration only, if in a three month rolling period the System Availability is 99.7%, 100%, and 99.6%, the credit % paid would be 25% credit in the first month, no penalty in the second month, and 50% credit in the third month. At no time will penalty credits in a given month exceed 100% of the monthly Licensed Software Subscription fee.</p>

<p>(or the applicable function of the Licensed Software or Hosting Service) is Available for Use.</p> <p>“Unplanned Downtime” shall mean an Outage that is not the result of a regularly scheduled or other scheduled maintenance window.</p> <p>“Available For Use” shall mean the ability of the Licensed Software and Hosting Services to be utilized or accessed by County as contemplated under the Agreement, including conformance to the Specifications, and without material degradation of performance.</p>	
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4.5 LICENSED SOFTWARE RESPONSE TIMES

The Parties acknowledge that the quality of the Licensed Software Response Time of the Licensed Software and Hosting Services is a critical factor to the successful operation of the CADS System and County User satisfaction. Contractor warrants that the Licensed Software and Hosting Services together will be provided with function response times that are satisfactory to County Users of the CADS System. Licensed Software Response Time shall be determined to be unsatisfactory to the County users if the County CIO (or his or her designee) (a) presents documentation that reflects a negative view of the operation of the Licensed Software and Hosting Services that is or can reasonably be attributed to Licensed Software Response Time issues; or (b) determines that County Users’ acceptance and/or use of the CADS System is or is highly likely to be adversely impacted by Licensed Software Response Times.

Upon notification of failure, Contractor shall provide a root cause analysis that includes an assessment of actions required to correct the Licensed Software Response Time failure and take the actions necessary to implement the corrective actions as they relate to the Licensed Software or Hosting Services.

Contractor will provide Licensed Software and Hosting Services response time measurement reports as requested by County.

4.6 MONTHLY REPORT SERVICE LEVEL

Contractor shall be responsible for measuring and monitoring Service Level performance and shall provide County with monthly reports showing Service Level performance during the reporting period at a level of detail that is sufficient to verify Contractor’s compliance with the applicable Service Levels. All monthly reports due under this Agreement are due on the tenth (10th) Business Day of the month following the month for which such report relates; provided, however, that if the tenth (10th) is a weekend or County holiday, such reports shall be due on the first (1st) County Business Day thereafter. The reporting Service Level is set forth below:

Service Level Metric	Service Level Credits
All monthly reports submitted on or before tenth (10 th) Business Day of each month	Five Hundred Dollars (\$500) for the initial Service Level Failure, and One Hundred Dollars (\$100) for each additional Business Day late thereafter

4.7 DATA RETURN SERVICE LEVEL

Contractor shall return all County Data in accordance with the requirements of this Agreement not later than thirty (30) calendar days after County’s request, or as otherwise agreed to in writing by the Parties. Contractor shall provide access to such County Data by a secure FTP site or provide a copy of County Data in a mutually agreed upon, commercially standard format.

Service Level Metric	Service Level Credits
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All County Data returned within thirty (30) calendar days after County's request, or as otherwise agreed to in writing by the Parties	Two Thousand Five Hundred Dollars (\$2,500) for the first calendar day late, and One Thousand Dollars (\$1,000) for each additional calendar day late thereafter
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4.8 SERVICE LEVEL AUDITS

County or its designee will have the right to audit Contractor's measurement, monitoring, and reporting on all Service Levels, including providing County with access to the complete data used by Contractor to calculate its performance against the Service Levels and the measurement and monitoring procedures utilized by Contractor to generate such data for purposes of audit and verification. Such audits may occur once annually at County's sole expense, provided if there are material errors identified with Strata's reporting of Service Level Failures, then such audit shall be at Strata's expense and Strata must provide confirmation that such errors have been corrected. If, in any subsequent audit, errors previously identified are recurring, such audit shall be at Strata's expense. County must provide Contractor at least thirty (30) days written notice prior to the commencement of such audit.

4.9 MEETINGS

Contractor and County shall meet at least once a week, pending availability of both Parties, to review the status of open Support Requests, and discuss trends and issues relating to Support Requests and approaches to reducing the number of Support Requests as well as improving both County and Contractor responses to such Support Requests.

4.10 ADDITIONS, DELETIONS, AND MODIFICATIONS OF SERVICE LEVELS

Beginning in the Contract Year that is six (6) months after the Productive Use of the Licensed Software and every three (3) years thereafter, unless otherwise agreed in writing by the Parties, the Parties will meet to discuss the addition, modification, or deletion of the Service Levels to account primarily for changes in technology and ongoing performance related issues. Any changes to Service Levels must be made in accordance with this Agreement.

Service Levels shall be added in accordance with the following:

- (a) Where data exists for at least six (6) months from which measurements can be derived, County and Contractor shall review the measurement trends and the levels of quality that were attained during the measurement period and shall work together in good faith to mutually agree, and to establish the Service Level standard that Contractor will be required to meet; or
- (b) Where no such data exists, the Parties shall attempt in good faith to mutually agree on a Service Level standard using industry standard measures applicable to the delivery of technology to health care providers or third-party vendor advisory services with experience in the health care industry.

5. **SERVICE LEVEL FAILURES AND SERVICE LEVEL CREDITS**

5.1 SERVICE LEVEL FAILURES

Failure to achieve any of the Service Levels described in Section 4 (Service Levels) of this Exhibit shall constitute a "**Service Level Failure**" and Contractor shall be liable for the Service Level Credits in the amounts set forth in Section 4 (Service Levels). Contractor shall not be responsible for any Service Level Failure caused by County or its agents. Contractor shall promptly notify County of any Service Level Failure.

5.2 SERVICE LEVEL CREDITS

- (a) Credits. Upon the occurrence of any Service Level Failure, Contractor shall issue to County a credit in the amount set forth in Section 4 (Service Levels) ("**Service Level Credit**"). If more than one (1) Service Level Failure has occurred in a single month, the sum of the corresponding Service Level Credits shall be credited to County.

The total amount of Service Level Credits that Contractor will be obligated to pay to County, with respect to Service Level Failure(s), shall be reflected on the monthly Service Level report to be provided in accordance with Section 4.7 (Monthly Report Service Level), in the month following the Service Level Failure(s) giving rise to such Service Level Credit(s). The Service Level Credit(s) amounts shall be subject to the earnback in any Contract Year as provided in Section 5.2(b) (Earnback) below. Notwithstanding the foregoing, the calculation of such Service Level Credit(s) shall be based on the credit amounts in effect.

- (b) Earnback. Within thirty (30) calendar days after the last day of each Contract Year, Contractor shall provide a report (the “**Annual Service Level Performance Report**”) to County that will include, with respect to each Service Level, a summary of Service Level performance by Service Level by month; identify by Service Level any Service Level Credits accrued; and identify any Service Level changes and/or performance improvement actions taken. Service Level performance will also be reported by Contractor to County on a monthly basis as provided in Section 4.7 (Monthly Report Service Level).

If County verifies that during the preceding Contract Year:

- (i) as to Service Levels that do not require "100% compliance" or delivery "all," or "every" time; Contractor achieved a yearly performance average in that Service Level that was greater than, or equal to, the Service Level in effect for such Service Level during the preceding Contract Year; or
- (ii) as to Service Levels that require "100% compliance" or delivery "all," or "every" time; Contractor has not had a Service Level Failure in two (2) or more months within the preceding Contract Year; then

Contractor shall be relieved from paying Service Level Credits accrued during the preceding Contract Year for the Service Level Failures for the specific Service Level(s) that meet the criteria in category (i) and/or (ii), above, as applicable.

For each Contract Year, any Service Level Credits that are not earned back by Contractor as provided above will be credited to County on the second monthly invoice of each Contract Year. If no further monthly invoices are to be produced, Contractor will pay to County the monetary amount of the remaining Service Level Credits within fifteen (15) calendar days after the last day of the Term of the Agreement.

6. CORRECTIVE ACTION PLAN

In the event two (2) or more Critical Support Requests occur in any thirty (30) calendar day period during the Term of the Agreement, Contractor shall promptly investigate the root causes of such support issues and shall provide to County within five (5) Business Days of the occurrence of the second Critical Support Request an analysis of such root causes and a proposed corrective action plan for County’s review, comment, and Approval (the “**Corrective Action Plan**”). The Corrective Action Plan shall include, at a minimum: (a) a commitment by Contractor to devote the appropriate time, skilled Contractor Personnel, systems support and equipment, and/or resources to remedy, and prevent any further occurrences of Critical Support Request issues; and (b) time frames for implementation of the Corrective Action Plan. There shall be no additional charge (other than those fees set forth in the Agreement) for Contractor’s implementation of such Corrective Action Plan in the time frames and manner set forth in the Corrective Action Plan.

7. SERVICE OUTAGES

7.1 SCHEDULED OUTAGES

Contractor shall notify County of Scheduled Outages at least twenty-four (24) hours in advance, and such Scheduled Outages shall be scheduled between the hours of 6:00 p.m. to 10:00 p.m. Pacific Time on Tuesdays or as otherwise agreed by the Parties. Contractor requested Scheduled Outages shall occur no more frequently than once per calendar month. For avoidance of doubt, Scheduled Outages that fall within the above maintenance

window timeframes are excluded from the Availability calculation. Contractor may request extensions of Scheduled Outages beyond the aforementioned hours and with Approval by County, which may not be unreasonably withheld or delayed.

7.2 UNSCHEDULED OUTAGES

Unscheduled Outages are caused by loss of connectivity, or by failure of a Contractor Service. In cases where a destination is not available, or unacceptable Hosting Service is reported, Contractor will attempt to determine the source of the Error and report its findings to County.

Unscheduled Outages and extensions of Scheduled Outages as described in Section 7.1 (Scheduled Outages), above, are not excluded from the Availability Service Level set forth above (i.e., an Outage, regardless of its cause, except due to the actions of County and its agents, shall not relieve Contractor of its obligation to achieve the Service Levels set forth herein).

8. SECURITY BREACHES

In the event of an attack or threatened or suspected breach of security against the Services and/or Server impacting County system, Contractor will take whatever reasonable steps are necessary to halt such action, including taking the Services down. Upon identification of a security incident, Contractor will within twenty-four (24) hours contact the person designated by County to discuss the security incident, or, if the designated contact cannot be reached, the County help desk. However, if time is critical, action may be required before the contact can be reached. Contractor's actions will include, as appropriate:

- Confirm the threat;
- Deny access from the source of the attack;
- Investigate the extent of the damage, if any;
- Back-up the affected systems and those suspected to be affected;
- Strengthen defenses everywhere, not just the suspected path that the attacker used;
- Contact the ISP where the threat or attack originated and/or law enforcement to work with Contractor's security team;
- Produce an Error report within twenty-four (24) hours detailing Contractor's findings; and
- Re-instate the denial of access after a set time period, but continue to monitor traffic from that source until risk of further attacks is deemed to be minimized.



EXHIBIT E.1 (CONFIGURATION CHANGE EXAMPLES)

TO THE

COST ACCOUNTING AND DECISION SUPPORT SYSTEM AND SERVICES
AGREEMENT

EXHIBIT E.1

CONFIGURATION CHANGE EXAMPLES

This Exhibit E.1 (Configuration Change Examples) is an attachment and addition to the Cost Accounting and Decision Support System and Services Agreement (the “**Agreement**”) entered into by and between the County of Los Angeles (“**County**”) and Strata Decision Technology LLC (“**Contractor**”), and is incorporated into the Agreement by reference hereof. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.

No.	Configuration Change Example
1.	County modifies aspects of charge and price related data capture, configuration, and or workflows in the EHR
2.	<p>County makes any of the following types of changes and the CADS System data extract import process needs to be adjusted to accommodate the changes:</p> <ul style="list-style-type: none">• Adding and removing departments.• Adding and removing clinical/professional services.• Changing department level structure.• Adding and removing cost centers.• Reorganizing DHS’s entities – Current Proposal is to build five entities (four hospital and one ACN), let suppose sometime down the road reporting structures change and we may require six entities, four hospitals and the ACN entity becomes two separate entities, one for health Centers and the other for the comprehensive cost centers. No additional data to interface existing data would be distributed differently.• Correction to modifications – Example Strata requires data element of X12 for implementation, however the County does not have that specific data element so it’s agreed that an alternative or workaround can be utilized. In the future the County is able to generate the data element of X12, we would want Strata to help us reestablish/reconfigure the mapping/build to the original requirement of X12.• Change to allocation statistic – Example: changing from an existing cost driver to a completely different one. Or split cost currently being allocated with one statistic into separate components each using its own driver.• Cost model scenarios - Admin might want to test scenarios to independently determine impact of proposed changes. Such as opening or cutting certain service, contracting vs hiring, changing cost drives, etc.
3.	Provide assistance to County to modify the County’s extract scripts in connection with changes in the County’s source systems.
4.	Provide guidance and information to County regarding optimizations and improvements to the CADS System (e.g., advancing to higher levels of the L7 model).
5.	Provide training on reports.
6.	Provide ad hoc report building.



EXHIBIT F (BUSINESS ASSOCIATE AGREEMENT)

TO THE

COST ACCOUNTING AND DECISION SUPPORT SYSTEM AND SERVICES
AGREEMENT

EXHIBIT F

BUSINESS ASSOCIATE AGREEMENT

Pursuant to the Cost Accounting and Decision Support System and Services Agreement by and between the County of Los Angeles ("**Covered Entity**" or "**County**") and Strata Decision Technology LLC ("**Business Associate**" or "**Contractor**"), Agreement No. H-708846, together with all Exhibits, Attachments, and Schedules thereto as may be amended from time to time ("**Agreement**"), Business Associate provides services ("**Services**") to Covered Entity and, in order to provide those Services, receives, has access to, or creates Protected Health Information.

County is a Covered Entity, as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions 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**").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("**Business Associate Agreement**") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.
- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)

- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.
- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

- 4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.

- 4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

- 5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Covered Entity Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Covered Entity Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.
- 5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Covered Entity Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.
- 5.1.2 Business Associate shall report to Covered Entity any Security Incident involving Covered Entity data of which Business Associate becomes aware.
- 5.1.3 Business Associate shall report to Covered Entity any Breach of Covered Entity data by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Covered Entity Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Covered Entity Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.
- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.
- 5.2.1 Business Associate shall make a telephonic report within 48 hours upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:
- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
 - (b) The number of Individuals whose Protected Health Information is involved;
 - (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
 - (d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach
- 5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security

Incident, or Breach of Unsecured Protected Health Information and to the **HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, 7th Floor, Los Angeles, California 90012, PRIVACY@ceo.lacounty.gov**, that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a

Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

- 6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.
- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.
- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements who may have access to County data required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.
- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
- 9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:
- (a) The date of the Disclosure;
 - (b) The name, and address if known, of the entity or person who received the Protected Health Information;
 - (c) A brief description of the Protected Health Information Disclosed; and
 - (d) A brief statement of the purpose of the Disclosure.
- 9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.
- 9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
- 9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

- 10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).
- 10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

- 11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.
- 11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

- 12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION TO INDIVIDUALS

- 13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.
 - 13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.
 - 13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:
 - (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
 - (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
 - (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
 - (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- 13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.
- 13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by

Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. INDEMNIFICATION

- 14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.
- 14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF COVERED ENTITY

- 15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.
- 15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. TERM

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

- 17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.
- 17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.
- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.
- 18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.
- 18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.
- 18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

- 19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.
- 19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.

- 19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.
- 19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.
- 19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

BUSINESS ASSOCIATE LISTING

Business Associate Name: _____

Type of Services Provided: _____

Website URL: _____

First Point of Contact:

Title: _____

Name: _____

Address: _____

Phone: _____ Fax: _____ E-mail: _____

Second Point of Contact:

Title: _____

Name: _____

Address: _____

Phone: _____ Fax: _____ E-mail: _____



EXHIBIT G (GLOSSARY)

TO THE

COST ACCOUNTING AND DECISION SUPPORT SYSTEM AND SERVICES
AGREEMENT

EXHIBIT G

GLOSSARY

This Exhibit G (Glossary) is an attachment and addition to the Cost Accounting and Decision Support System and Services Agreement, Agreement No. H-708846, (the “**Agreement**”) entered into by and between the County of Los Angeles, a political subdivision of the State of California (“**County**”) and Strata Decision Technology LLC (“**Contractor**”) and is incorporated into the Agreement by reference hereof. Whenever used in the Exhibits, Attachments, or Schedules to the Agreement, the words and phrases listed below shall have the meanings given in this Exhibit G (Glossary). Capitalized terms not otherwise defined in this Exhibit G (Glossary) shall have the meanings ascribed to them in the Agreement or in other Exhibits, Attachments, or Schedules. In the event there is a conflict between how a term is defined in this Exhibit G (Glossary) and any other portion of the Agreement, the order of precedence for understanding the meaning of that term, shall be as follows: (a) how that term is defined in the Agreement; (b) how that term is defined in this Exhibit G (Glossary); and (c) how that term is defined in the other Exhibits, Attachments, and Schedules to the Agreement. Unless otherwise specified herein, all references in this Exhibit G (Glossary) to Sections shall refer to the respective Sections of this Agreement as specified in the main body of the Agreement (rather than the Exhibits, Attachments, or Schedules thereto).

1. 24X7X365
“**24x7x365**” means 24 hours a day, 7 days a week, 365 days a year.
2. ACCEPTANCE
“**Acceptance**” shall mean County’s acceptance of Services as applicable pursuant to the Acceptance Testing process set forth in Section 12.2 (Acceptance Testing) of the Agreement.
3. ACCEPTANCE CERTIFICATE
“**Acceptance Certificate**” shall have the meaning specified in Section 9.13 (Approval of Key Deliverables).
4. ACCEPTANCE CRITERIA
“**Acceptance Criteria**” shall have the meaning specified in Section 12.1 (Acceptance Criteria).
5. ACCEPTANCE TESTS
“**Acceptance Tests**” shall have the meaning specified in Section 12.2 (Acceptance Tests).
6. ACCESS CONTROL LIST OR ACL
“**Access Control List**” or “**ACL**” shall have the meaning specified in Section 3.3(b) (Physical Security Environment) of Exhibit M (Additional Hosting Services Terms and Conditions)
7. ADDITIONAL TERMS
“**Additional Terms**” shall have the meaning specified in Section 29.5 (Entire Agreement).
8. AFFILIATED USER
“**Affiliated User**” shall have the meaning specified in Section 2.2 (County).
9. AGREEMENT
“**Agreement**” shall have the meaning specified in the Preamble to the Agreement.
10. AMENDMENT
“**Amendment**” shall have the meaning specified in Section 13.4 (Amendments).

11. ANNUAL SERVICE LEVEL PERFORMANCE REPORT
“**Annual Service Level Performance Report**” shall have the meaning specified in Section 5.2(b) (Earnback) of Exhibit E (Service Levels and Performance Standards).
12. API
“**API**” shall have the meaning specified in Section 9.6 (Interfaces).
13. APPROVAL
“**Approve**,” “**Approval**,” or “**Approved**” shall mean the written acceptance or other required approval by the County Project Manager (or his or her designee), of a specifically identified Deliverable or any other item requiring County approval. “**Approval**” as it relates to a Key Deliverables shall mean written Approval by the County Project Director of that Deliverable as set forth in Section 9.13 (Approval of Key Deliverables). County will act in good faith in making Approvals under the Agreement.
14. APPROVED PHYSICAL GROWTH EVENT
“**Approved Physical Growth Event**” shall have the meaning specified in Section 2.4 (Approved Physical Growth Event) of Exhibit C (Fees; Contractor Professional Services Rates).
15. ATTACHMENT
“**Attachment**” shall have the meaning specified in the Preamble to the Agreement.
16. AVAILABLE FOR USE
“**Available for Use**” shall have the meaning specified in Section 4.5 (Availability Service Level) of Exhibit E (Service Levels and Performance Standards).
17. AVAILABILITY
“**Availability**” shall have the meaning specified in Section 4.5 (Availability Service Level) of Exhibit E (Service Levels and Performance Standards).
18. BAA OR BUSINESS ASSOCIATE AGREEMENT
“**Business Associate Agreement**” or “**BAA**” shall have the meaning specified in Section 2.1(i) (Contractor; Subcontracting). The current BAA is attached as Exhibit F (Business Associate Agreement).
19. BEST PRACTICES
“**Best Practices**” means those proven methods and techniques used by Contractor (regardless of whether such Best Practices are Contractor intellectual property) to deliver services similar to the Services across multiple clients of Contractor, that have shown results superior than those achieved by other alternative means, including as such Best Practices are modified or replaced with improved methods and techniques from time to time during the Term of this Agreement.
20. BOARD
“**Board**” shall have the meaning specified in Recital B.
21. BUSINESS DAY(S)
“**Business Day(s)**” whether singular or plural, shall mean Monday through Friday, excluding County observed holidays, unless stated otherwise.
22. BUSINESS OBJECTIVES
“**Business Objectives**” shall have the meaning specified in Recital D.

23. CADS SYSTEM
“**CADS System**” means the Licensed Software, Modules, Hardware, Third-Party Products and Services provided by Contractor, such Services including, but not limited to, the Implementation Services, Hosting Services, Support Services, training, and other professional services.
24. COUNTY
“**County**” shall have the meaning specified in the Preamble to the Agreement.
25. COUNTY DATA
“**County Data**” shall have the meaning specified in Section 19.11 (County Data).
26. COUNTY DESIGNEE
“**County Designee**” shall have the meaning specified in Section 2.3 (County Designee).
27. COUNTY INDEMNITEES
“**County Indemnitees**” shall have the meaning specified in Section 23.1 (General Indemnification).
28. COUNTY PROJECT MANAGER
“**County Project Manager**” shall have the meaning specified in Section 1.2 (County Project Manager) of Exhibit T (Project Team and Governance).
29. COUNTY PROJECT DIRECTOR
“**County Project Director**” shall mean the individual identified as the County Project Director in Exhibit W (County Key Personnel).
30. COUNTY PROPERTY
“**County Property**” shall have the meaning specified in Section 18.3 (Use of County Property).
31. COUNTY SYSTEMS
“**County Systems**” shall have the meaning specified in Section 21 (Communication Systems and Access to Information).
32. COUNTY’S MITIGATION ACTS
“**County’s Mitigation Acts**” shall have the meaning specified in Section 23.2(c) (Intellectual Property Indemnification).
33. CERTIFICATES
“**Certificates**” shall have the meaning specified in Section 24.2 (Evidence of Coverage and Notice).
34. C.F.R.
“**C.F.R.**” shall have the meaning specified in Section 19.10 (Compliance with Federal and State Confidentiality Requirements).
35. CHANGE NOTICE
“**Change Notice**” shall have the meaning specified in Section 13.2 (Change Notices).
36. CHANGE ORDER
“**Change Order**” shall mean the terms of any Optional Work agreed to by County and Contractor applicable to the provision of New Software and/or Professional Services by Contractor, as specified in Section 9.8 (Optional Work).

37. CLASS 1 WORK PRODUCT
“**Class 1 Work Product**” shall have the meaning specified in Section 18.1 (Work Product).
38. CLASS 2 WORK PRODUCT
“**Class 2 Work Product**” shall have the meaning specified in Section 18.1 (Work Product).
39. COMPUTER ROOM AIR CONDITIONERS OR CRAC
“**Computer Room Air Conditioners**” or “**CRAC**” or shall have the meaning specified in Section 3.2(b) (Physical Environment) to Exhibit M (Additional Hosting Services Terms and Conditions).
40. CONFIDENTIAL INFORMATION
“**Confidential Information**” shall have the meaning specified in Section 19.2 (Confidential Information Defined)
41. CONFIDENTIALITY AND ASSIGNMENT AGREEMENT
“**Confidentiality and Assignment Agreement**” shall have the meaning specified in Section 2.1(i) (Contractor; Subcontracting). The current Confidentiality and Assignment Agreement is attached as Exhibit Q (Confidentiality and Assignment Agreement)
42. CONFIGURATION REQUEST
“**Configuration Request**” shall have the meaning specified in Section 4.3 (Configuration Request Service Level) of Exhibit E (Service Levels and Performance Standards).
43. CONTRACT YEAR
“**Contract Year**” shall mean the twelve (12) month period commencing on the Effective Date, and each subsequent twelve (12) month period thereafter during the Term. For the purposes of determining Contract Years, the period from the Effective Date through December 31, 2021 shall be deemed to be Contract Year 1.
44. CONTRACTOR
“**Contractor**” shall have the meaning specified in the Preamble to the Agreement.
45. CONTRACTOR KEY EMPLOYEES
“**Contractor Key Employees**” means the Contractor Project Director and any other individuals employed in the positions identified in Exhibit J (Contractor Key Employees), collectively.
46. CONTRACTOR PERSONNEL
“**Contractor Personnel**” shall mean all of Contractor’s employees, agents, and subcontractors who perform services related to the performance of Contractor’s obligations under this Agreement.
47. CONTRACTOR PROFESSIONAL SERVICES FEE PROJECTION
“**Contractor Professional Services Fee Projection**” shall have the meaning specified in Section 14.6.2(b) (Time and Materials).
48. CONTRACTOR PROJECT MANAGER
“**Contractor Project Manager**” shall have the meaning specified in Section 1.1 (Project Manager) of Exhibit T (Project Team and Governance).
49. CONTRACTOR PRIMARY DATA CENTER
“**Contractor Primary Data Center**” shall mean the principal data center facility in which the Hosting Environment shall operate throughout the Term of the Agreement.

50. CONTRACTOR SECONDARY DATA CENTER
- “Contractor Secondary Data Center”** shall mean a fail-over recovery data center facility, in which the Hosting Environment shall operate and provide business continuity Services throughout the Term of the Agreement, in the event of Contractor’s inability to provide the Hosting Services from Contractor Primary Data Center.
51. CONTRACT SUM
- “Contract Sum”** shall mean the total monetary amount payable by County to Contractor hereunder, as specified in Section 14.1 (Maximum Contract Sum).
52. CORRECTIVE ACTION PLAN
- “Corrective Action Plan”** shall have the meaning specified in Section 6 (Corrective Action Plan) of Exhibit E (Service Levels and Performance Standards).
53. COVID-19
- “COVID-19”** shall have the meaning specified in Section 29.27 (COVID-19 Exception to On-Site Performance of Services).
54. CRITICAL PATH ESCALATION ISSUES
- “Critical Path Escalation Issues”** are defined as those issues directly and adversely impacting Contractor’s or County’s ability (as appropriate) to effectively meet such parties duties and obligations as specified in the applicable Statement of Work and which cannot be appropriately resolved or mitigated through adjustments to the Statement of Work without (a) affecting the date of completion of the Services, (b) materially impacting the costs of delivering the Services, or (c) increasing the total project costs.
55. CRITICAL PATH ITEM
- “Critical Path Item”** shall have the meaning specified in Section 4.2(c) (Resolution Time Service Level) of Exhibit E (Service Levels and Performance Standards).
56. CROSS-OVER ISSUES
- “Cross-Over Issues”** shall have the meaning specified in Section 28.1 (Cross-Over Issues).
57. CUSTOM REPORT REQUESTS
- “Custom Report Requests”** shall have the meaning specified in Section 4.4 (Custom Report Request Service Level) of Exhibit E (Service Levels and Performance Standards).
58. DELIVERABLES
- “Deliverable(s)”**, whether singular or plural, shall mean items and/or services provided or to be provided by Contractor under this Agreement identified as a deliverable, by designation, number, or context, in a Statement of Work, Exhibit, Attachment, Schedule, or any document associated with the foregoing, including numbered Deliverable(s) in Exhibit A (Statement of Work).
59. DATA ENCRYPTION STANDARD OR DES
- “Data Encryption Standard”** or **“DES”** shall have the meaning specified in Section 3.4(a) (Hosting Environment Security and WAN Connectivity) to Exhibit M (Additional Hosting Services Terms and Conditions).
60. DESIGNATED TEST
- “Designated Test”** shall have the meaning specified in Section 12.6 (Failed Testing).

61. DESTRUCTIVE MECHANISMS

“Destructive Mechanisms” means computer code that: (a) is designed to disrupt, disable, harm, or otherwise impede in any manner, including aesthetic disruptions or distortions, the operation of the Licensed Software, Deliverables, Services, or any other software, firmware, hardware, computer system or network (sometimes referred to as “viruses” or “worms”); (b) would disable or impair the Licensed Software, Deliverables, Services, or any other software, firmware, hardware, computer systems or networks in any way where such disablement or impairment is caused by the passage of time, exceeding an authorized number of copies, advancement to a particular date or other numeral (sometimes referred to as “time bombs,” “time locks” or “drop dead” devices); (c) would permit Contractor to access the Licensed Software, Deliverables, Services, or any other software, firmware, hardware, computer systems or networks to cause such disablement or impairment (sometimes referred to as “traps,” “access codes” or “trap door” devices); or (d) which contains any other similar harmful, malicious or hidden procedures, routines or mechanisms which would cause such Licensed Software, Deliverables, Services, or other programs to cease functioning or to damage or corrupt data, storage media, programs, equipment or communications or otherwise interfere with operations.

62. DHS

“DHS” shall have the meaning specified in Recital B.

63. DISASTER RECOVERY/BUSINESS CONTINUITY PLAN OR DR/BC PLAN

“Disaster Recovery/Business Continuity Plan” or **“DR/BC Plan”** shall have the meaning specified in Section 22 (Disaster Recovery/Business Continuity).

64. DISCLOSING PARTY

“Disclosing Party” shall have the meaning specified in Section 19.2 (Confidential Information Defined).

65. DISPLACED/RENAMED PRODUCT

“Displaced/Renamed Product” shall have the meaning specified in Section 3.2 (Revisions).

66. DISPUTE

“Dispute” shall have the meaning specified in Section 26 (Dispute Resolution Procedure).

67. DISPUTE RESOLUTION PROCEDURE

“Dispute Resolution Procedure” shall have the meaning specified in Section 26 (Dispute Resolution Procedure).

68. DMH

“DMH” shall have the meaning specified in Recital B.

69. DOCUMENTATION

“Documentation” shall have the meaning specified in Section 3.3 (Documentation).

70. DOWNTIME

“Downtime” shall have the meaning specified in Section 4.5 (Availability Service Level) of Exhibit E (Service Levels and Performance Standards).

71. DPH

“DPH” shall have the meaning specified in Recital B.

72. DUE DATE

“Due Date” shall have the meaning specified in Section 14.3.2 (Credits to County).

73. EFFECTIVE DATE
“**Effective Date**” shall have the meaning specified in the Preamble to the Agreement.
74. ELT
“**ELT**” shall have the meaning specified in Section 9.6 (Interfaces).
75. EMPLOYMENT CLAIMS(S)
“**Employment Claim(s)**” shall have the meaning specified in Section 16.2 (Employment Related Claims).
76. ENHANCEMENT
“**Enhancement**” means any modification to any Licensed Software designed to improve its operation, usefulness, or completeness that is made Generally Available by Contractor (excluding Error Corrections) to clients.
77. ERISA
“**ERISA**” shall have the meaning specified in Section 16.3 (No Eligibility for Benefits).
78. ERROR
“**Error**” means (i) with respect to Licensed Software, Services, or Deliverables, a failure of the Licensed Software, Services, or Deliverables to conform to its Specifications, or (ii) with respect to the Licensed Software, a failure that impairs the performance of the Licensed Software when operated in accordance with the Agreement.
79. ERROR CORRECTION
“**Error Correction**” means (i) with respect to Licensed Software, either a modification to the Licensed Software that corrects an Error in all material respects, or a procedure or routine that, when implemented in the regular operation of that Licensed Software, eliminates the adverse effect of the Error in all material respects, and (ii) with respect to Services or Deliverables, modification, workaround, or performance that corrects an Error in all material respects or eliminates the adverse effects of the Error in all material respects.
80. ESCROW
“**Escrow**” shall have the meaning specified in Section 4.1 (Escrow Agent and Release Conditions).
81. ESCROW AGENT
“**Escrow Agent**” shall have the meaning specified in Section 4.1 (Escrow Agent and Release Conditions).
82. ESCROW AGREEMENT
“**Escrow Agreement**” shall have the meaning specified in Section 4.1 (Escrow Agent and Release Conditions).
83. EVENT SUMMARY REPORT
“**Event Summary Report**” shall have the meaning specified in task 1.3 (Conduct Project Initiation) of Section 5.4 (Detailed SOW Tasks) of Exhibit A.1 (Cost Account and Decision Support System SOW) of the Agreement.
84. EXHIBIT
“**Exhibit**” shall have the meaning specified in the Preamble to the Agreement.
85. EXISTING SYSTEM
“**Existing System**” shall have the meaning specified in Section 17.1.9 (System Configuration Warranty).

86. FINAL ACCEPTANCE
“**Final Acceptance**” shall have the meaning specified in Section 12.5.3 (Final Acceptance).
87. FINALLY DETERMINED
“**Finally Determined**” means when a claim or dispute has been finally determined by a court of competent jurisdiction, arbitration, mediation, or other agreed-upon governing party and either (1) no associated appeal has timely been sought if capable of being sought, or (2) appellate rights properly exercised have otherwise been exhausted.
88. FOB
“**FOB**” shall have the meaning specified in Section 8 (Hardware).
89. FORCE MAJEURE EVENTS
“**Force Majeure Events**” shall have the meaning specified in Section 29.1(a) (Force Majeure).
90. GENERALLY AVAILABLE
“**Generally Available**” shall mean available as a non-development product and licensed, distributed, or available for purchase in the general commercial market place.
91. GO-LIVE
“**Go-Live**” shall have the meaning specified in Section 12.3 (Production Use).
92. GO-LIVE EVENT STAFFING AND SUPPORT MODEL
“**Go-Live Event Staffing and Support Model**” shall have the meaning specified in task 6.1 (Develop and Validate Deployment Plan) of Section 5.4 (Detailed SOW Tasks) of Exhibit A.1 (Cost Accounting and Decision Support System SOW) of the Agreement.
93. HARDWARE
“**Hardware**” shall have the meaning specified in Section 8 (Hardware).
94. HEALTH AGENCY
“**Health Agency**” shall have the meaning specified in Recital B.
95. HIGH AVAILABILITY
“**High Availability**” shall have the meaning specified in Section 8.5 (Recovery Time Requirement) of Exhibit M (Additional Hosting Services Terms and Conditions).
96. HIPAA
“**HIPAA**” shall have the meaning specified in Section 19.10 (Compliance With Federal and State Confidentiality Requirements).
97. HOLDBACK AMOUNT
“**Holdback Amount**” shall have the meaning specified in Section 15.6 (Holdbacks).
98. HOSTING ENVIRONMENT
“**Hosting Environment**” shall mean Contractor Primary Data Center, the Contractor Secondary Data Center and all facilities, personnel, Hosting Hardware and Hosting Software and all requirements specified in Section 3 (Hosting Environment) of Exhibit M (Additional Hosting Services Terms and Conditions).

99. HOSTING ERROR CORRECTION

“Hosting Error Correction” means (i) with respect to Hosting Environment, either a modification, workaround, or other change to the Hosting Software or Hosting Hardware that corrects an Error in all material respects, or a procedure or routine that, when implemented in the regular operation of the Hosting Environment, eliminates the adverse effect of the Error in all material respects, and (ii) with respect to Hosting Services or Deliverables, a modification, workaround, or other change that corrects an Error in all material respects or eliminates the adverse effects of the Error in all material respects.

100. HOSTING HARDWARE

“Hosting Hardware” shall mean hardware and equipment of any nature (e.g., Servers, networking equipment, switches, routers, power infrastructure), utilized in the Hosting Environment to provide the Hosting Services.

101. HOSTING PROVIDER

“Hosting Provider” shall have the meaning specified in Section 1.2 (Hosting Provider) of Exhibit E (Service Levels and Performance Standards).

102. HOSTING REVISIONS

“Hosting Revisions” shall mean as to the Hosting Software (i) new features, new functionality, and performance improvements, (ii) bug fixes, patches, updates, and any other revisions or enhancements of any kind that correct an Error or address common functional and performance issues, including Hosting Error Correction; (iii) updates, revisions, or enhancements; (iv) any modification to the Hosting Software designed to improve its operation, usefulness, or completeness that is made Generally Available by Contractor (excluding Error Corrections) to its clients; and (v) modifications, workarounds, or other changes required in order for the Hosting Software to remain compliant with applicable federal, State and local laws and regulations.

103. HOSTING SERVICES

“Hosting Services” shall have the meaning specified in Section 1.1 (In General) of Exhibit M (Additional Hosting Services Terms and Conditions).

104. HOSTING SOFTWARE

“Hosting Software” shall mean software of any nature (e.g. operating systems, presentation layer software, applications, utilities, tools, firmware and security) utilized in the Hosting Environment to provide the Hosting Services.

105. HVAC OR HEATING, VENTILATION AND AIR CONDITIONING

“HVAC” or “heating, ventilation and air conditioning” shall have the meaning specified in Section 3.2(b) (Physical Environment) to Exhibit M (Additional Hosting Services Terms and Conditions).

106. IMPLEMENTATION FEES

“Implementation Fees” shall have the meaning specified in Section 14.3.1 (Implementation Fees).

107. IMPLEMENTATION SERVICES

“Implementation Services” shall mean the Services as set forth in Section 9.4 (Implementation Services) and as further specified in Exhibit A.1 (Cost Accounting and Decision Support System Statement of Work).

108. INDEMNIFIED ITEMS

“Indemnified Items” shall have the meaning specified in Section 23.2(a) (Intellectual Property Infringement).

109. INFORMATION SECURITY POLICY
- "Information Security Policy"** shall have the meaning specified in Section 1 (Security Policy) of Exhibit K (Information Security Requirements).
110. INFRINGEMENT CLAIM(S)
- "Infringement Claim(s)"** shall have the meaning specified in Section 23.2(a) (Intellectual Property Indemnification).
111. INITIAL SUPPORT TERM
- "Initial Support Term"** shall have the meaning specified in Section 1.2 (Initial and Renewal Support Terms for Support Services).
112. INTEGRAL THIRD-PARTY SOFTWARE
- "Integral Third-Party Software"** shall mean all software licensed, leased, or otherwise obtained by Contractor from a third-party which is: (i) embedded in, (ii) incorporated into (excluding Interfacing to), or (iii) essential to the proper operation of, the Contractor-developed Licensed Software.
113. INTERFACE(S)
- "Interface(s)"** when used as a noun, shall mean either a computer program developed by, or licensed to, County or Contractor to (a) translate or convert data from 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 Contractor or a third-party to a format supported at County or vice versa.
- "Interface"** when used as a verb, shall mean to operate as described above.
114. INTERFACE SPECIFICATIONS DOCUMENT
- "Interface Specifications Document"** shall have the meaning specified in task 2.2 (Identify All Required Data Sources and Document Interface Requirements) of Section 5.4 (Detailed SOW Tasks) of Exhibit A.1 (Cost Accounting and Decision Support System SOW) of the Agreement.
115. INTERFACE TESTING
- "Interface Testing"** shall have the meaning specified in task 4.5 (Plan and Conduct Interface Test Plan) of Section 5.3 (Interfaces) of Exhibit A.1 (Cost Accounting and Decision Support System Statement of Work) of the Agreement.
116. INTERFACE TEST PLAN
- "Interface Test Plan"** shall have the meaning specified in task 4.5 (Plan and Conduct Interface Test Plan) of Section 5.3 (Interfaces) of Exhibit A.1 (Cost Accounting and Decision Support System Statement of Work) of the Agreement.
117. INTERFERING ACTS
- "Interfering Acts"** shall have the meaning specified in Section 9.14 (Interfering Acts).
118. INTERNET PROTOCOL SECURITY OR IPSEC
- "Internet Protocol Security"** or **"IPsec"** shall have the meaning specified in Section 3.4(a) (Hosting Environment Security and WAN Connectivity) to Exhibit M (Additional Hosting Services Terms and Conditions).
119. INTEROPERABLE
- "Interoperable"** shall have the meaning ascribed to the term "interoperable" under 42 C.F.R. §411.351 as follows (and the variations of Interoperable used herein shall have their meanings determined from the following): "Interoperable means able to communicate and exchange data accurately, effectively, securely,

and consistently with different information technology systems, software applications, and networks, in various settings; and exchange data such that the clinical or operational purpose and meaning of the data are preserved and unaltered.” However, if and to the extent that a different definition of Interoperable is adopted by the Department of Health and Human Services for use in describing information exchange functionality in connection with defining meaningful use of certified CADS System technology within the meaning of the HITECH Act, then that different definition shall apply for purposes of this Agreement.

120. INTEROPERATE

“**Interoperate**” shall mean to operate as described in the definition of “Interoperable.”

121. JURY SERVICE PROGRAM

“**Jury Service Program**” has the meaning specified in Section 30.6 (Compliance with County’s Jury Service Program).

122. KEY DELIVERABLE

“**Key Deliverable**” shall have the meaning specified in Section 14.3.2 (Credits to County).

123. KEY MILESTONE(S)

“**Key Milestone(s)**”, whether singular or plural, shall mean Milestones under the Agreement identified as “Key” in a Statement of Work, Exhibit, Attachment, Schedule, or any document associated with the foregoing.

124. KEY MILESTONE ALLOCATION

“**Key Milestone Allocation**” shall have the meaning specified in Section 15.6(a) (Holdbacks).

125. KEY MILESTONE SCHEDULED DURATION

“**Key Milestone Scheduled Duration**” shall have the meaning specified in Section 15.6(a) (Holdbacks).

126. LEGAL REQUIREMENTS

“**Legal Requirements**” shall have the meaning specified in Section 17.1.11 (Legal and Accreditation/Certification Requirements).

127. LICENSE

“**License**” shall have the meaning specified in Section 3.1.1 (Scope of License).

128. LICENSED SOFTWARE

“**Licensed Software**” shall mean individually each, and collectively all, of the computer programs and Modules provided by Contractor under this Agreement (including Integral Third-Party Software), including as to each such program or Module, the processes and routines used in the processing of data, the object code, Interfaces to be provided hereunder by Contractor, Documentation, and Revisions, and any and all programs and Modules 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.

129. LICENSED SOFTWARE REQUIREMENTS

“**Licensed Software Requirements**” shall mean the Licensed Software Specifications, requirements and standards set forth in Exhibit A.3 (Licensed Software Requirements).

130. LICENSED SOFTWARE RESPONSE TIME

“**Licensed Software Response Time**” shall have the meaning specified in Section 4.5 (Licensed Software Response Times) of Exhibit E (Service Levels and Performance Standards).

131. LICENSE TERM
“**License Term**” shall have the meaning specified in Section 1.3 (Term of Statements of Work; License Term).
132. MAXIMUM FIXED PRICE
“**Maximum Fixed Price**” shall mean the maximum amount to be paid by County to Contractor for any Optional Work approved by County to be provided by Contractor in accordance with Section 9.8 (Optional Work).
133. MECHANICAL, ELECTRONIC, AND PLUMBING OR MEP
“**Mechanical, Electronic, and Plumbing**” or “**MEP**” shall have the meaning specified in Section 3.2 (Physical Environment) to Exhibit M (Additional Hosting Services Terms and Conditions).
134. MILESTONE(S)
“**Milestone(s)**”, whether singular or plural, shall mean the date identified for completion of a specific subset of the Services as specified in a Statement of Work, Exhibit, Attachment, Schedule, or any document associated with the foregoing.
135. MILESTONE PAYMENTS
“**Milestone Payments**” shall have the meaning specified in Section 2.1 (Milestone Payments) of Exhibit C (Fees; Professional Services Rates) to the Agreement.
136. MILESTONE PAYMENTS ITEMS THAT TRANSITION
“**Milestone Payments Items That Transition**” shall have the meaning specified in Section 2.1 (Milestone Payments) of Exhibit C (Fees; Professional Services Rates) to the Agreement.
137. MODULE
“**Module**” shall mean a self-contained unit of the Licensed Software that has its own discrete function and may be separately compiled.
138. MONTHLY KEY MILESTONE PAYMENT
“**Monthly Key Milestone Payment**” shall have the meaning specified in Section 15.6(a) (Holdbacks).
139. NATURAL DEGENERATION
“**Natural Degeneration**” shall have the meaning specified in Section 4.2 (Natural Degeneration).
140. NETWORK ADDRESS TRANSLATION OR NAT
“**Network Address Translation**” or “**NAT**” shall have the meaning specified in Section 3.4(b) (Hosting Environment Security) to Exhibit M (Additional Hosting Services Terms and Conditions).
141. NEW SOFTWARE
“**New Software**” means any function or module that is (i) not included in the Licensed Software marketed by Contractor as of the Effective Date, (ii) not related to the primary function for which the Licensed Software is used by County, and (iii) not otherwise to be provided to County under this Agreement as a Revision to the Licensed Software, which Contractor may provide following Go-Live upon County’s request therefor in the form of Optional Work in accordance with Section 9.8 (Optional Work).
142. OMISSIONS
“**Omissions**” shall have the meaning specified in task 4.6 (Resolve Test Issues and Defects) of Section 5.4 (Detailed SOW Tasks) of Exhibit A.1 (Cost Accounting and Decision Support System Statement of Work) of the Agreement.

143. OPEN SOURCE SOFTWARE

“Open Source Software” shall mean any software, programming, or other intellectual property that is subject to (a) the GNU General Public License, GNU Library General Public License, Artistic License, BSD license, Mozilla Public License, or any similar license, including, but not limited to, those licenses listed at www.opensource.org/licenses, or (b) any agreement with terms requiring any intellectual property owned or licensed by County to be (i) disclosed or distributed in source code or object code form; (ii) licensed for the purpose of making derivative works; or (iii) redistributable. Depending on how Contractor uses or delivers Open Source Software, it may be considered Integral Third Party Software or Third Party Products. Contractor agrees to utilize Open Source Software in accordance with its established open source policies and procedures.

144. OPTIONAL WORK

“Optional Work” shall mean New Software and/or Professional Services, which may be provided by Contractor to County upon County’s request and approval in accordance with Section 9.8 (Optional Work) and identified appropriately in Exhibit C.1 (Optional Work).

145. OUTAGE

“Outage” shall have the meaning specified in Section 4.4 (Availability Service Level) of Exhibit E (Service Levels and Performance Standards).

146. PARTIES

“Parties” shall have the meaning specified in the Preamble to the Agreement.

147. PARTY

“Party” shall have the meaning specified in the Preamble to the Agreement.

148. PCI

“PCI” shall have the meaning specified in Section 20.1 (Security; In General).

149. PERFORMANCE REQUIREMENTS

“Performance Requirements” shall mean the performance requirements for the Licensed Software provided in writing, as updated from time to time, including those requirements specified in Exhibit E (Service Levels and Performance Standards).

150. PERSONAL DATA

“Personal Data” shall mean 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.), Protected Health Information, and “personal data” as that term is defined in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (also known as the “General Data Protection Regulation” or “GDPR”).

151. PERSONALLY IDENTIFIABLE INFORMATION

“Personally Identifiable Information” shall have the meaning specified in Exhibit U (Contractor Diligence and Information Security Questionnaire).

152. POOL DOLLARS

“Pool Dollars” shall mean, absent an Amendment in accordance with Section 13 (Changes to Agreement), the maximum amount allocated under this Agreement for the provision by Contractor of Optional Work,

including New Software and Professional Services, approved by County in accordance with the terms of this Agreement.

153. POWER DISTRIBUTION UNITS OR PDUs

“Power Distribution Units” or **“PDUs”** shall have the meaning specified in Section 3.2(a) (Physical Environment) to Exhibit M (Additional Hosting Services Terms and Conditions).

154. PRIVACY AND SECURITY LAWS

“Privacy and Security Laws” shall have the meaning specified in Section 19.10 (Compliance With Federal and State Confidentiality Requirements).

155. PROCESS OR PROCESSING

“Process” or **“Processing”** shall mean any operation or set of operations performed upon the Personal Data, whether or not by automatic means, including collection, recording, organization, use, transfer, disclosure, storage, manipulation, combination and deletion of Personal Data.

156. PRODUCTION ENVIRONMENT

“Production Environment” shall mean the Existing System, together with any Hardware purchased hereunder and Contractor’s Recommended Configuration, set up for Productive Use of the Licensed Software.

157. PRODUCTIVE USE

“Productive Use” shall mean the actual use of the Licensed Software in the Production Environment to process actual data in County’s day-to-day operations commencing from the point of Go-Live.

158. PROFESSIONAL SERVICES

“Professional Services” shall mean consulting services, additional training and/or customizations, which Contractor may provide following Go-Live upon County’s request therefor in the form of Optional Work in accordance with Section 9.8 (Optional Work). For the avoidance of doubt, Professional Services shall not include services provided by Contractor which relate to (i) change management, (ii) process re-design, and/or (iii) advisory services, that are unrelated to the performance or functionality of the Licensed Software in accordance with the Agreement.

159. PROJECT

“Project” shall mean provision, implementation, and maintenance and support of the CADS System and related Services.

160. PROJECT CLOSE-OUT CHECKLIST

“Project Close-Out Checklist” shall have the meaning specified in task 7.1 (Develop Project Close-out Checklist) of Section 5 (Detailed SOW Tasks) of Exhibit A.1 (Cost Accounting and Decision Support System SOW).

161. PROJECT OVERRUN

“Project Overrun” shall have the meaning specified in Section 14.6.2(b) (Time and Materials).

162. PROJECT SCHEDULE

“Project Schedule” shall mean the agreed upon timeline for Implementation Services tasks, subtasks, and Deliverables specified in Exhibit A (Statement of Work).

163. PROJECT STAFFING AND RESOURCE MANAGEMENT PLAN
- “Project Staffing and Resource Management Plan”** shall have the meaning specified in task 1.2 (Create Project Staffing and Resource Management Plan) of Section 5.4 (Detailed SOW Tasks) of Exhibit A.1 (Cost Accounting and Decision Support System SOW).
164. PROJECT WORK PLAN OR PWP
- “Project Work Plan”** or **“PWP”** shall have the meaning specified in task 1.1 (Develop and Maintain Detailed Project Work Plan) of Section 5.4 (Detailed SOW Tasks) of Exhibit A.1 (Cost Accounting and Decision Support System SOW) of the Agreement.
165. PROPOSAL
- “Proposal”** means the proposal provided by Contractor in response to the RFP, as supplemented by all written correspondence of Contractor to clarify such proposal, attached collectively as Exhibit V (Contractor Proposal).
166. PROTECTED HEALTH INFORMATION
- “Protected Health Information”** or **“PHI”** shall have the meaning specified in Section 1.15 (Definitions) of Exhibit F (Business Associate Agreement).
167. QUESTIONNAIRE
- “Questionnaire”** shall mean the Contractor Diligence and Information Security Questionnaire in Exhibit U (Contractor Diligence and Information Security Questionnaire).
168. RECEIVING PARTY
- “Receiving Party”** shall have the meaning specified in Section 19.2 (Confidential Information Defined).
169. RECOMMENDED CONFIGURATION
- “Recommended Configuration”** shall mean the computer platform(s), operating system(s), applications, interface engine, network infrastructure, connectivity, and workstation configurations recommended by Contractor for use with the Licensed Software, as specified in Exhibit N (Recommended Configuration).
170. RECONCILIATION ADJUSTMENT
- “Reconciliation Adjustment”** shall have the meaning specified in Section 2.2.1 (Use Reconciliation) of Exhibit C (Fees; Professional Services Rates) to the Agreement.
171. RECOVERY POINT OBJECTIVE
- “Recovery Point Objective”** shall have the meaning specified in Section 8.5 (Recovery Time Requirement) of Exhibit M (Additional Hosting Services Terms and Conditions).
172. RECOVERY TIME OBJECTIVE
- “Recovery Time Objective”** shall have the meaning specified in Section 8.5 (Recovery Time Requirement) of Exhibit M (Additional Hosting Services Terms and Conditions).
173. RECURRING MONTHLY FEES
- “Recurring Monthly Fees”** shall mean monthly fees to be paid by County to Contractor, as specified in Exhibit C (Fees; Professional Services Rates).
174. RED FLAGS
- “Red Flags”** shall have the meaning specified in Section 20.7 (Additional Procedures for the Identification of Possible Instances of Identity Theft).

175. REDUNDANT ARRAY OF INDEPENDENT DISK OR RAID
“**Redundant Array of Independent Disks**” or “**RAID**” shall have the meaning specified in Section 3.1 (Technical Environment) to Exhibit M (Additional Hosting Services Terms and Conditions).
176. REFRESH SERVICES
“**Refresh Services**” shall have the meaning specified in Section 3.1 (Technical Environment) to Exhibit M (Additional Hosting Services Terms and Conditions).
177. RELEASE
“**Release**” shall mean a redistribution of Licensed Software that contains an aggregation of Updates, new features, new functionality, and/or other performance improvements that does not constitute a Version.
178. RELEASE CONDITIONS
“**Release Conditions**” shall have the meaning specified in Section 4.1 (Escrow Agent and Release Conditions).
179. REMEDIAL ACT(S)
“**Remedial Act(s)**” shall have the meaning specified in Section 23.2(b) (Intellectual Property Indemnification).
180. REMOVABLE MEDIA
“**Removable Media**” shall have the meaning specified in Section 3 (Removable Media) of Exhibit K (Information Security Requirements).
181. RENEWAL SUPPORT TERM
“**Renewal Support Term**” shall have the meaning specified in Section 1.2 (Initial and Renewal Support Terms for Support Services).
182. REPLACEMENT PRODUCT
“**Replacement Product**” shall have the meaning specified in Section 6 (Continuous Licensed Software Support).
183. REQUIRED INSURANCE
“**Required Insurance**” shall have the meaning specified in Section 24.1 (General Insurance Provisions).
184. RESOLVE
“**Resolve**” shall have the meaning specified in Section 4.2(c) (Response Time Service Level) of Exhibit E (Service Levels and Performance Standards).
185. RESPOND
“**Respond**” shall have the meaning specified in Section 4.2(b) (Response Time Service Level) of Exhibit E (Service Levels and Performance Standards).
186. REVISIONS
“**Revisions**” shall mean Updates, Enhancements, Releases, Versions, and Displaced/Renamed Product.
187. RFP
“**RFP**” shall have the meaning specified in Recital G.
188. SCHEDULE
“**Schedule**” shall have the meaning specified in the Preamble to the Agreement.

189. SCHEDULED OUTAGE
“**Scheduled Outage**” shall have the meaning specified in Section 7.1 (Scheduled Outages) of Exhibit E (Service Levels and Performance Standards).
190. SCHEDULED UPTIME
“**Scheduled Uptime**” shall have the meaning specified in Section 4.5 (Availability Service Level) of Exhibit E (Service Levels and Performance Standards).
191. SECURE SOCKET LAYER OR SSL
“**Secure Socket Layer**” or “**SSL**” shall have the meaning specified in Section 3.4(a) (Hosting Environment Security and WAN Connectivity) to Exhibit M (Additional Hosting Services Terms and Conditions).
192. SERVER
“**Server**” shall have the meaning specified in Section 1.1 (General Requirements) of Exhibit E (Service Levels and Performance Standards).
193. SERVICE INTERDEPENDENCY
“**Service Interdependency**” shall have the meaning specified in Section 28.2 (Service Interdependencies).
194. SERVICE LEVEL CREDIT
“**Service Level Credit**” shall have the meaning specified in Section 5.2(a) (Service Level Credits) of Exhibit E (Service Levels and Performance Standards).
195. SERVICE LEVEL FAILURES
“**Service Level Failures**” shall have the meaning specified in Section 5.1 (Service Level Failures) of Exhibit E (Service Levels and Performance Standards).
196. SERVICE LEVELS
“**Service Levels**” shall have the meaning specified in Section 11 (Service Levels).
197. SERVICE REQUESTS
“**Service Requests**” shall have the meaning specified in Section 4.1 (Service Request Tracking System) of Exhibit E (Service Levels and Performance Standards).
198. SERVICE REQUEST TRACKING SYSTEM
“**Service Request Tracking System**” or “**SRTS**” shall have the meaning specified in Section 4.1 (Service Request Tracking System) of Exhibit E (Service Levels and Performance Standards) of the Agreement.
199. SERVICES
“**Services**” shall mean, collectively, all 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 Section; or (ii) a customary part of the Services defined in subparts (a), (b), or (c) of this Section, 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. Any hardware and/or software provided to County by Contractor pursuant to this Agreement shall be deemed part of the Services. There are several subsets of the Services, specifically “Implementation Services,” “Hosting Services,” and “Support Services” that are included within this definition of “Services,” even though they are sometimes referenced by the Service grouping name (e.g., “Implementation

Services,” “Hosting Services,” and “Support Services”). Each of these Service groupings includes both the broad definition of Services above, and the specific Services associated with the Service grouping and described in Exhibits and related documents incorporated into the definition of that Service grouping.

200. SOURCE MATERIAL

“**Source Material**” shall mean, with respect to the Licensed Software and Work Product, the source code of such software and all related compiler command files, build scripts, scripts relating to the operation and maintenance of such application, application programming interface (“**API**”), graphical user interface (“**GUI**”), object libraries, all relevant instructions on building the object code of such application, and all documentation relating to the foregoing, such that collectively the foregoing will be sufficient to enable a person possessing reasonable skill and expertise in computer software and information technology to build, load, and operate the machine-executable object code of such application; to maintain and support such application; and to effectively use all functions and features of such software. If any portion of the Source Material is encrypted, Contractor shall include the decryption tools and decryption keys with the Source Material.

201. SPECIFICATIONS

“**Specifications**” shall mean any or all of the following, as applicable:

- (a) All specifications, requirements, and standards specified in Exhibit A.3 (Licensed Software Requirements) and Exhibit A (Statement of Work).
- (b) All Performance Requirements and standards specified in this Agreement, including, but not limited to, requirements for Licensed Software availability and Licensed Software response time identified in Exhibit E (Service Levels and Performance Standards).
- (c) The Documentation, to the extent not inconsistent with any of the foregoing in this definition.
- (d) All specifications provided or made available by Contractor under this Agreement, but only to the extent: (i) not inconsistent with any of the foregoing in this Section; and (ii) acceptable to County in its sole discretion.
- (e) All Existing System and Hardware requirements and certifications provided by Contractor in accordance with this Agreement with respect to the Licensed Software, including the Recommended Configuration.
- (f) The Proposal, but only to the extent: (i) not inconsistent with any of the foregoing in this Section; and (ii) acceptable to County in its sole discretion.
- (g) All written and/or electronic materials furnished or made available by or through Contractor regarding the Licensed Software, including functionality, features, capacity, availability, response times, accuracy, or any other performance or other Licensed Software criteria or any element of the Licensed Software or any Licensed Software component.
- (h) The Business Objectives and Acceptance Criteria.
- (i) All Hosting Services requirements and standards set forth in Exhibit N (Additional Hosting Services Terms and Conditions) and related Exhibits.

202. STATE

“**State**” shall mean the State of California.

203. STATEMENT OF WORK

“**Statement of Work**” shall have the meaning specified in Section 9.1 (Services).

204. STORAGE AREA NETWORK OR SAN
“**Storage Area Network**” or “**SAN**” shall have the meaning specified in Section 3.1 (Technical Environment) to Exhibit M (Additional Hosting Services Terms and Conditions).
205. STANDARDS FOR ATTESTATION ENGAGEMENTS OR SSAE
“**Standards for Attestation Engagements**” or “**SSAE**” shall have the meaning specified in Section 3.3(a) (Physical Security Environment) to Exhibit M (Additional Hosting Services Terms and Conditions).
206. SUCCESSOR EVENT
“**Successor Event**” shall have the meaning specified in Section 6 (Continuous Licensed Software Support).
207. SUPPORT REQUEST
“**Support Request**” shall have the meaning specified in Section 4.2(a) (Support Request Service Levels) of Exhibit E (Service Levels and Performance Standards).
208. SUPPORT SERVICES
“**Support Services**” shall mean the Services as further specified in Section 9.7 (Support Services).
209. SUPPORT SERVICES FEE(S)
“**Support Services Fee(s)**” shall mean fees to be paid by County to Contractor for Support Services, as specified in Exhibit C (Fees; Professional Services Rates).
210. SUPPORT TERM
“**Support Term**” shall have the meaning specified in Section 1.2 (Initial and Renewal Support Terms for Support Services).
211. SYSTEM USERS
“**System Users**” shall mean the users who Use the CADS System under the License.
212. TERM
“**Term**” shall have the meaning specified in Section 1.1 (Term).
213. TERMINATION TRANSITION PLAN
“**Termination Transition Plan**” shall have the meaning specified in Section 27.7 (Termination Transition Services).
214. TEST PLAN
“**Test Plan**” shall have the meaning specified in task 4.1 (Develop Test Plan for Full Test Cycle) of Section 5.4 (Detailed SOW Tasks) of Exhibit A.1 (Cost Accounting and Decision Support System SOW) of the Agreement.
215. THIRD-PARTY INTELLECTUAL PROPERTY
“**Third-Party Intellectual Property**” shall mean intellectual property licensed, made, conceived, or developed by a third party and provided by Contractor to County hereunder. Third-Party Intellectual Property shall include all Third Party Products.
216. THIRD-PARTY PRODUCTS
“**Third-Party Products**” shall mean all software licensed, leased, or otherwise obtained by Contractor from a third-party vendor, including Open Source Software, and used with, or embedded or incorporated in, the Licensed Software or used for the performance of the Services.

217. UCITA
“**UCITA**” shall have the meaning specified in Section 29.2 (UCITA; Self-Help Remedies).
218. UNINTERRUPTIBLE POWER SUPPLY OR UPS
“**Uninterruptible Power Supply**” or “**UPS**” shall have the meaning specified in Section 3.2(a) (Physical Environment) to Exhibit M (Additional Hosting Services Terms and Conditions).
219. UNPLANNED DOWNTIME
“**Unplanned Downtime**” shall have the meaning specified in Section 4.5 (Availability Service Level) of Exhibit E (Service Levels and Performance Standards).
220. UNSCHEDULED OUTAGE
“**Unscheduled Outage**” shall have the meaning specified in Section 7.2 (Unscheduled Outages) of Exhibit E (Service Levels and Performance Standards).
221. UPDATE
“**Update**” shall mean 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.
222. USB
“**USB**” shall have the meaning specified in Section 20.4 (Use of Personal Portable Devices).
223. U.S.C.
“**U.S.C.**” shall have the meaning specified in Section 19.6 (Personal Data).
224. USE
“**Use**”, as applied to Licensed Software, shall have the meaning specified in Section 3.1.1 (Scope of License).
225. USE RECONCILIATION
“**Use Reconciliation**” shall mean the process described in Section 2.2.1 of Exhibit C (Fees; Professional Services Rates) to assess whether there are additional infrastructure costs to Contractor that arise in connection with expanded use or consumption by County of the CADS System and, if so, what the appropriate financial adjustment arising from such expanded use or consumption will be.
226. USER SECURITY PROFILES DOCUMENT
“User Security Profiles Document” shall have the meaning specified in task 2.5 (Identify and Document All User Roles and Access Modalities) of Section 5.4 (Detailed SOW Tasks) of Exhibit A.1 (Cost Accounting and Decision Support System Statement of Work) of the Agreement.
227. VERSION
“**Version**” shall mean a redistribution of Licensed Software that contains an aggregation of Releases or Updates, or significant new (i) features, (ii) functionality, and/or (iii) other performance improvements, and is 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 a change to the name of the software.
228. VPN
“**VPN**” shall have the meaning specified in Section 20.3 (Contractor Systems).
229. WARRANTY PERIOD
“**Warranty Period**” shall have the meaning specified in Section 17.1.3 (Conformance to Specifications).

230. WORK PRODUCT

“Work Product” shall have the meaning specified in Section 18.1 (Work Product).



EXHIBIT H (CADS SYSTEM BUSINESS OBJECTIVES)

TO THE

COST ACCOUNTING AND DECISION SUPPORT SYSTEM AND SERVICES
AGREEMENT

EXHIBIT H

CADS SYSTEM BUSINESS OBJECTIVES

The County seeks to have a detailed understanding of its costs associated with the delivery of health care services by DHS inpatient and outpatient facilities. To enable this objective, DHS requires a technology solution (The Cost Accounting and Decision Support System (the “**CADS System**”)) that will allow DHS to collect and access its cost data, have confidence in the completeness, integrity and relevance of that data, and analyze and report on its cost data. The CADS System must address all costs (e.g., direct, indirect, fixed, and variable costs), compare costs across different facilities and providers, identify areas with significant cost variances and identify reasons for such variances. The analytics provided by the CADS System must enable DHS to detect ongoing trends, validate budget assumptions, and track budget compliance across various health care facilities, patient populations, and services.

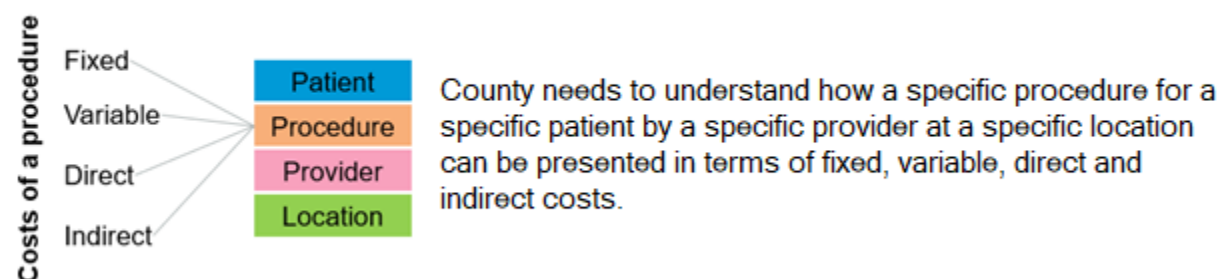
Understanding the Cost Structure

The CADS System will enable DHS to understand costs and the cost structure of what DHS does (e.g., comparing the cost of the same procedure across hospitals). Services provided by DHS’s care providers incur costs of different nature. They include:

- **Direct Costs** – include the directly associated costs of personnel and supplies required to provide care. For example, the costs of the surgeon and procedure-specific staff, along with the supplies required for the particular operation.
- **Indirect Costs** - include, but not be limited to, general support staff and related costs, insurance, taxes, floor space, facility and administration.
- **Fixed Costs** – These costs include the cost related to buildings, equipment, salaried labor, and overhead, and do not fluctuate over the short term.
- **Variable costs** – Variable costs fluctuate with the volume of care provided and include health care worker supplies, patient care supplies, diagnostic and therapeutic supplies, and medications.

Figure 1. Cost Structure at the Procedure Level

Understanding Cost Structure at the Procedure Level



The CADS System will enable DHS to:

- Understand costs and the cost structure of all activities supporting the services DHS delivers;
- Understand all cost components and compare the cost of services across entities and providers;
- Accurately assess budget impacts of alternative operational and performance data assumptions; and
- Provide the analytics and information necessary to perform zero-based budgeting.

Furthermore, the CADS System will enable DHS to understand the cost components and compare the cost of services across facilities and providers by providing:

- Accurate overall costs of services — i.e., the cost of patient encounters — down to the individual component level (e.g., labor, devices, drugs, supplies, and facilities).
- Identify areas of services with significant cost variances.
- Calculation of cost by unit of measure at the direct labor level.
- Compare costs per service (e.g., MRI, GI procedure, hip replacement) and provider across each facility individually, in combination, and in aggregate, and deliver insights of the cost structure of services:
 - Are there differences in direct costs? Are they due to different staffing models, procedure protocols, use of supplies?
 - Are there differences in indirect costs? Are they due to different cost allocation models, facility-unique circumstances or other factors?
 - Are there differences in fixed costs?
 - Are there differences in variable costs? Are they due to provider practices, prescription practices, use of different clinical protocols?
- Analyze costs per service and providers across each facility individually, in combination, and in aggregate, and gain insights into the reasons for variances and obtain information on standardization to achieve the following:
 - Identify opportunities for cost efficiencies achieved through standardizing practices, staffing models and clinical protocols.
 - Identify opportunities for improving allocation standardization of fixed and indirect costs to better compare overall costs.
 - Enable analysis on staffing levels and the use of ancillary services, supplies, and other direct and allocated costs.
 - Discover opportunities for cost avoidance and cost reduction.
 - Identify gaps in current processes and practices by viewing shortcomings in the data that prevent the desired reports and analytics.
 - Find and remediate (through standard DHS optimization processes) gaps in data collection.
 - Develop insight into and experience with the processes required for Patient Accounting.
- Enable analysis and reporting on productivity such as:
 - By individual and FTE
 - By role and category
 - By team
 - By facility
 - By time period

Figure 2. Comparison of Costs Characteristics

Comparison of costs across Patients, Procedures, Providers and Locations

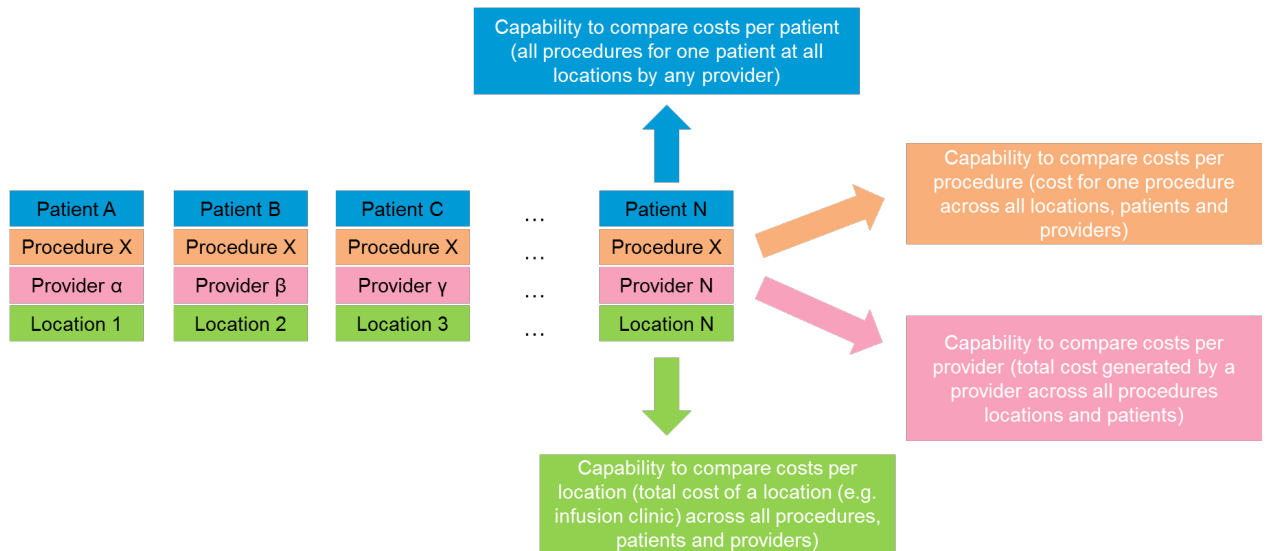
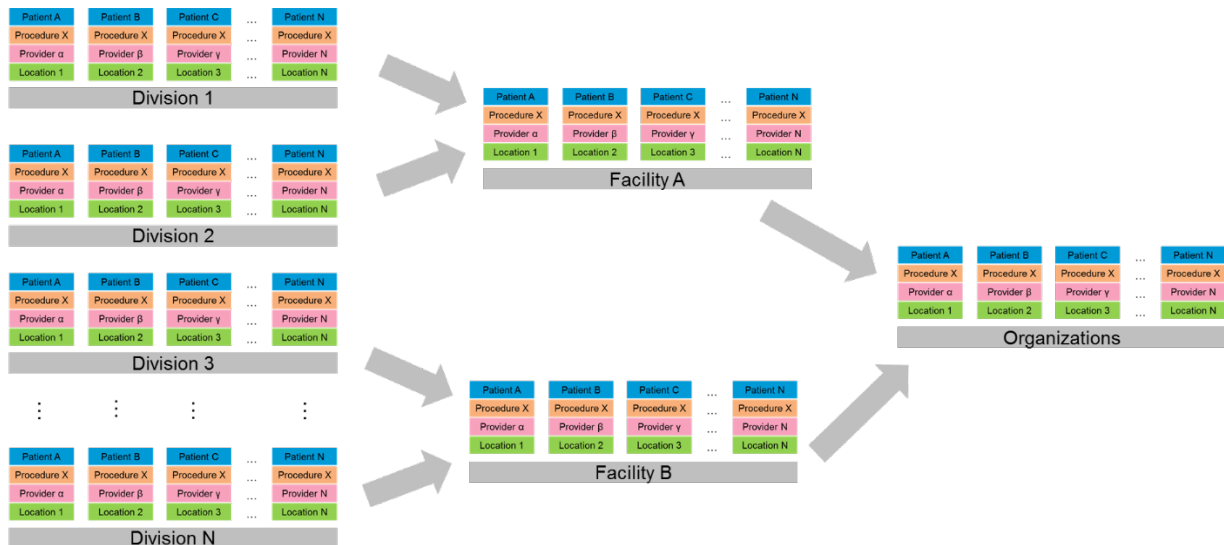


Figure 3. Organizational Roll Up Capability

Capability to roll up costs to the Organization Level



Enable Decision Support and Productivity

The CADS System will also enable Decision Support by compiling varied forms of raw data into useful information that allows for business or organizational decision-making in a rapidly changing environment using predictive analytics tools and methodologies. This includes the ability to provide:

- Analysis and reporting of performance indicators that measures labor efficiency in respect to products and services as well as analytics to identify and support areas for improvement, including incorporating continuous improvement analysis, modeling and tracking capabilities.

- Accurate assessment budget impacts of alternative operational and performance data assumptions and developing reliable and predictive budget scenarios and models.
- Integrated business intelligence with indicators for opportunities.
- Establishing an activity-based operating budget using historical financial, workload, and patient-level information.
- Enabling budget modeling at the cost center level by allowing for changes in volumes, charges, staffing and expenses (e.g., across-the-board 5% increase in charges).
- Integrated productivity tools to measure labor performance.
- Scenario-based analysis and forecasting of budget impacts/changes based upon County-developed rules (e.g., change in patient population, payor mix, cost of living adjustments).
- Providing the analysis and information necessary to allow moving to zero-based budgeting (e.g., allowing for annual budgets to be developed from the bottom, up, by justifying every expense with data).



EXHIBIT I (TRAINING)

TO THE

COST ACCOUNTING AND DECISION SUPPORT SYSTEM AND SERVICES AGREEMENT

EXHIBIT I**TRAINING****1. TRAINING TYPE MATRIX**

No.	User Type	Skill Type		
		(a) Admin Trainings	(b) Super User Trainings	(c) Ad-Hoc Training
1.	Help Desk			X
2.	IT			X
3.	Administrative	X		X
4.	Report Writer		X	X
5.	Report Viewer		X	X
6.	Department Managers / Super Users		X	X

2. TRAINING CLASSES BY SKILL TYPE

The classes listed below represent the expected classes for each for each proficiency listed in Section 1 (Training Type Matrix), above. For the avoidance of doubt, this Exhibit I (Training) is not a representation from County that the proficiencies and classes listed herein fully describe the training that is needed for Contractor to fully train County as required under the Agreement; Contractor is required to identify and provide all training that is needed for County to operate, use, and manage the CADS System pursuant to Task 5 (Training) of Exhibit A.1 (Cost Accounting and Decision Support System Statement of Work) and otherwise under the Agreement.

(a) Admin Training

No.	Class Name	Expected Duration	On-Site / Remote / eLearning	Description
1.	Decision Support – Admin Maintenance Training	2 Days	Onsite/Remote	By the end of this training session, participants will be able to: <ul style="list-style-type: none"> • Explain their responsibilities as StrataJazz® Administrators • Maintain new data using Data Center and System Center • Create and configure a new cost model • Create new activity codes using Activity Code Designer • Create a new contract and update contract groupings • Create a new grouping schedule • Create complex reimbursement methodologies using “if” statements • Create what-if contracts and compare scenarios • Discuss what indicators determine whether a database is “healthy” using the System Performance page • Create new service lines and patient populations
2.	Decision Support – Admin Validation Training	2 Days	Onsite/Remote	By the end of this training session, participants will be able to: <ul style="list-style-type: none"> • Explain the value and logic behind the costing validation process • Use the Cost Audit tab to analyze where dollars are not allocating

No.	Class Name	Expected Duration	On-Site / Remote / eLearning	Description
				<ul style="list-style-type: none"> • Use various reports to analyze how dollars are allocating within the cost model • Identify excessively high or low cost-to-charge ratios at the department and charge code levels • Validate salaries and benefits as a percentage of total cost at the department and charge code level • Validate indirect cost as a percentage of total cost at the department and charge code levels • Reclassify unallocated general ledger and payroll costs • Configure overhead allocations • Configure charge code allocations • Publish costing data for final reporting • Explain how rule-based tools function, the difference between tools, and when to use each tool • Modify service lines and patient populations • Create ad hoc reports using patient populations, charts, and dashboards
3.	Decision Support – Episode Analytics Training	1 Day	Onsite/Remote	<p>By the end of this training session, participants will be able to:</p> <ul style="list-style-type: none"> • Understand the importance of Episode Analytics • Build and maintain episode definitions • Create charts for assist with validation and analysis • Build metrics to track episodes • Understand the relationship between reporting and episodes
4.	Operating Budgeting – Admin Training	3 Days	Onsite/Remote	<p>By the end of this training session, participants will be able to:</p> <ul style="list-style-type: none"> • Understand the build of the system in its current state • Begin to understand how County processes will fit into the budget system • Reconcile data (income statement, payroll, statistics) • Understand which reports are available • Maintain mappings/configuration settings
5.	Management Reporting – Admin Training	2 Days	Onsite/Remote	<p>By the end of this training session, participants will be able to:</p> <ul style="list-style-type: none"> • Explain their responsibilities as a StrataJazz® Administrator • Explain the monthly maintenance process • Manage monthly data imports and reconciliation • Reallocate budget dollars and FTEs • Update primary statistic configuration • Update metrics configurations • Manage users and application security • Manage department roles to reflect organizational changes • Modify and create reports using the Ad hoc Reporter tool
6.	Strategic Planning – Admin Training	2 Days	Onsite/Remote	<p>By the end of this training session, participants will be able to:</p> <ul style="list-style-type: none"> • Understand the build of the system in its current state • Begin to understand how County processes will fit into the Strategic Planning forecasting system • Reconcile data (income statement, payroll, statistics)

No.	Class Name	Expected Duration	On-Site / Remote / eLearning	Description
				<ul style="list-style-type: none"> Understand Scenario Analytics functionality and maintenance Understand which reports are available Maintain mappings/configuration settings
	Total Expected Duration:	12 Days		

(b) Super User Training

No.	Class Name	Expected Duration	On-Site / Remote / eLearning	Description
1.	Decision Support – Super User Maintenance Training	1 Day	Onsite/Remote	<p>By the end of this training session, participants will be able to:</p> <ul style="list-style-type: none"> Explain why cost accounting is valuable to your organization Explain how the cost accounting process works Use dashboards and analyze reports and charts Explain what data is reportable through the use of the data dictionary Create reports using the Ad Hoc Reporter tool
2.	Operating Budgeting – Super User Training	4 Hrs. (Per Session)	Onsite/Remote	<p>By the end of this training session, participants will be able to...</p> <ul style="list-style-type: none"> Discuss how the StrataJazz® system will enhance their annual budget process Produce a complete department budget Explain how data in financial models impact the Income Statement Submit or approve a budget using workflow and monitor budget status Run a variety of reports from the directory
3.	Management Reporting – Super User Training	4 Days	Onsite/Remote	<p>By the end of this training session, participants will be able to...</p> <ul style="list-style-type: none"> Discuss the importance of Management Reporting to their organization Identify which metrics require commentary and why commentary is required Explain what information is being provided for each metric and how to uncover additional information through graphs and charts Run reports and create saved parameter sets
4.	Strategic Planning – Super User Training	2 Days	Onsite/Remote	<p>By the end of this training session, participants will be able to:</p> <ul style="list-style-type: none"> Discuss how StrataJazz® will enhance their annual forecasting process Employ knowledge of drivers, outputs and integration of financial models to produce a rolling/long-range plan Create new incremental forecast and scenarios based off of a long-range plan Develop consolidated financial statements and key indicators
	Total Expected Duration:	10 Days		

(c) Ad Hoc / Miscellaneous Trainings

No.	Class Name	Expected Duration	On-Site / Remote / eLearning	Description
1.	Data Maintenance Training	4 Hrs	Remote	By the end of this training session, participants will be able to... <ul style="list-style-type: none">• Explain the steps to maintain data• Monitor import history and analyze why an import failed or imported partial data• Identify automated integration configurations and rerun data import for a single configuration or all linked configurations• Explain what fields in StrataJazz® map to the source system and add comments
2.	Data Testing Training	2 Days	Onsite/Remote	By the end of this training session, participants will be able to... <ul style="list-style-type: none">• Discuss why accurate source system data is fundamental to the StrataJazz® platform• Discuss what downstream impacts poor data integrity will have on the system• Explain data integration process and the steps to test data• Explain how data is merged or appended with existing data• Explain where to find source data in the StrataJazz® data sources• Validate data by running a variety of exception and reconciliation reports• Configure dimensions used by Decision Support• Use the Ad Hoc Reporter tool to modify existing reports
3.	Training Certifications	Varies	Varies	Please see Contractor's course catalog for details.



EXHIBIT J (CONTRACTOR KEY EMPLOYEES)

TO THE

COST ACCOUNTING AND DECISION SUPPORT SYSTEM AND SERVICES
AGREEMENT

EXHIBIT J

CONTRACTOR KEY EMPLOYEES

This Exhibit J (Contractor Key Employees) is an attachment and addition to the Cost Accounting and Decision Support System and Services Agreement (the “**Agreement**”) entered into by and between the County of Los Angeles (“**County**”) and Strata Decision Technology LLC (“**Contractor**”), and is incorporated into the Agreement by reference hereof. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.

No.	Project Title	Key Employee Name(s)	Contractor Title	Full Time	On-Site	Continuity Commitment	Duration of the Role	Number of Resources
1.	Contractor Project Manager	To Be Determined	Project Manager	No	No	Through Final Acceptance	Through Final Acceptance	1
2.	Contractor Project Owner – Decision Support (includes Cost Accounting and Episode Analytics)	To Be Determined	Project Owner	No	No	Through Final Acceptance	Through Final Acceptance	1
3.	Contractor Project Owner – Operating Budgeting / Management Reporting and Long Range Planning and Rolling Forecasting	To Be Determined	Project Owner	No	No	Through Final Acceptance	Through Final Acceptance	1
4.	Contractor Project Owner – Data Integration	To Be Determined	Project Owner	No	No	Through Final Acceptance	Through Final Acceptance	1



EXHIBIT K (INFORMATION SECURITY REQUIREMENTS)

TO THE

COST ACCOUNTING AND DECISION SUPPORT SYSTEM AND SERVICES
AGREEMENT

EXHIBIT K

INFORMATION SECURITY REQUIREMENTS

This Exhibit K (Information Security Requirements) sets forth information security procedures to be established by Contractor before the Effective Date of the Cost Accounting and Decision Support and Services Agreement, Agreement No. H-708846, (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. However, it is Contractor’s sole obligation to (i) implement appropriate measures to secure its systems and data, including Personal Data, Protected Health Information, and County Confidential Information, against internal and external threats and risks; and (ii) continuously review and revise those measures to address ongoing threats and risks. Failure to comply with the minimum standards set forth in this Exhibit K (Information Security Requirements) 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 and contractors 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 contacting County Confidential Information, including Personal Data and Protected Health Information, for potential security risks and require all employees, contractors, and subcontractors 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, 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 physical and logical security controls to prevent transfer of Personal Data and Protected Health 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, memory cards (e.g., Secure Digital (SD), Memory Sticks (MS), CompactFlash (CF), SmartMedia (SM), MultiMediaCard (MMC), and xD-Picture Card (xD)), magnetic tape, and all other removable data storage media.
4. **Storage, Transmission, and Destruction of Protected Health Information.** All Protected Health Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals in accordance with HIPAA, as amended and supplemented by the American Recovery and Reinvestment Act of 2009, Title XIII – Health Information Technology for Economic and Clinical Health (the “**HITECH Act**”). Without limiting the generality of the foregoing, Contractor will encrypt all electronic Protected Health Information (stored and during transmission) in accordance with HIPAA and the HITECH Act, as implemented by the Department of Health and Human Services. If Protected Health Information is no longer required to be retained by Contractor under the Agreement and applicable law, Contractor shall destroy such Protected Health Information by (a) shredding or otherwise destroying paper, film, or other hard copy media so that the Protected Health Information cannot be read or otherwise cannot be reconstructed; and (b) clearing, purging, or destroying electronic media containing Protected Health Information consistent with NIST

Special Publication 800-88, Guidelines for Media Sanitization such that the 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 Protected Health Information), Personal Data, Protected Health Information, and County Confidential Information (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 appropriate encryption technology as designated or Approved by County in writing; and (iii) if transferred using Removable Media (as defined above) must be sent via a bonded courier or protected using encryption technology designated or Approved by County in writing. 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 Personal Data and Protected Health Information, has been cleared, purged, or scrubbed from such hardware and/or media using industry best practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization).
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 Personal Data, Protected Health Information, or County Confidential Information to County. The Personal Data, 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 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 Personal Data 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 Sanitization (available at <http://www.csrc.nist.gov/>)).
7. **Physical and Environmental Security.** Contractor facilities that process Personal Data, Protected Health Information, or County Confidential Information 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 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:
 - Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of properly configured firewalls;
 - Operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication, authorization, and event logging;
 - Applications will include access control to limit user access to information and application system functions; and

- 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.

10. **Compliance, Right to Audit, and Incident Notification.** Contractor will promptly notify (but in no event more than twenty-four (24) hours after the occurrence) the designated County security contact, or, in the event the designated County security contact cannot be reached, the County help desk, by telephone and subsequently via written letter of any potential or actual security attacks or incidents involving County data or systems containing County data. 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. In addition, Contractor will provide a monthly report of all security incidents involving County data or systems containing County data 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 or its third party designee may, but is not obligated, perform audits and security tests of Contractor's environment that may include, but are not limited to, interviews of relevant personnel, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of Personal Data, Protected Health Information, and County Confidential Information. County will be provided the results of Contractor initiated penetration tests. Any of County's regulators shall have the same right upon request. Contractor shall provide all information reasonably requested by County in connection with any such audits and shall provide reasonable access and assistance to County or its regulators upon request. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes. Contractor will provide County with any security certifications achieved and third-party reports received by Contractor, including SOC 2 Type 2 reports, HITRUST certifications, and any other third party certifications and security reports.



EXHIBIT L (INTERFACES)

TO THE

COST ACCOUNTING AND DECISION SUPPORT SYSTEM AND SERVICES
AGREEMENT

EXHIBIT L**INTERFACES**

This Exhibit L (Interfaces) is an attachment and addition to the Cost Accounting and Decision Support System and Services Agreement (the “**Agreement**”) entered into by and between the County of Los Angeles (“**County**”) and Strata Decision Technology LLC (“**Contractor**”), and is incorporated into the Agreement by reference hereof. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.

1. FLAT-FILE INTERFACES

No.	Source System		Interfaced Data	Frequency	Description of Functionality
	System Name	Vendor and Product			
1.	General Ledger – eCAPS	CGI Advantage HRM	▪ Department Definition Extract Information	Daily	Company and Cost Center Definitions. Drives security, hierarchy, and links to raw data
2.	General Ledger – eCAPS	CGI Advantage HRM	▪ Account Definition Extract Information	Daily	General Ledger Account Definitions. Drives income statement, cost model configurations, and links to raw data.
3.	Payroll – Labor Cost Distribution System – OSHPD	Sierra Systems County	▪ Job Code Definition Extract Information	Daily	Job Code Definitions. Drives payroll configuration functionality throughout modules and links to raw data.
4.	Payroll – Labor Cost Distribution System – OSHPD	Sierra Systems County	▪ Pay Code Definition Extract Information	Daily	Pay Code Definitions. Drives payroll configuration functionality throughout modules and links to raw data.
5.	Payroll – Labor Cost Distribution System – OSHPD	Sierra Systems County	▪ Employee Definition Extract Information	Daily	Employee Definitions as it relates to Payroll Data, Drives payroll configuration functionality throughout modules and links to raw data. i.e. Link using NPI to match physician from EMR and physician employee record from payroll to pull accurate physician salaries to apply to cost.
6.	General Ledger – eCAPS	CGI Advantage HRM	▪ General Ledger Summary Data Extract Information	Daily	Used to allocate cost expenses from the GL Used to project yearly budget Used in Management Reporting to compare variances in actuals vs budget
7.	General Ledger – eCAPS	CGI Advantage HRM	▪ General Ledger Detail Data Extract Information	Daily	Sub ledger GL data (Management Reporting detailed reports). Drill through data to help explain variances and commentary in Management Reporting.
8.	General Ledger – eCAPS	CGI Advantage HRM	▪ AP Data Extract Information	Daily	Account Payable data (Management Reporting detailed reports). Drill through data to help explain variances and commentary in Management Reporting.
9.	General Ledger – eCAPS	CGI Advantage HRM	▪ Purchase Order Data Extract Information	Daily	Purchase Order Data (Management Reporting detailed reports). Drill through data to help explain variances and commentary in Management Reporting.
10.	General Ledger – eCAPS	CGI Advantage HRM	▪ Inventory Data Extract Information	Daily	Inventory Detail data (Management Reporting detailed reports). Drill through data to help explain variances and commentary in Management Reporting.
11.	Payroll – Labor Cost Distribution System – OSHPD	Sierra Systems County	▪ Payroll by Pay Period Data Extract Information	Bi-weekly	Drives Yearly Payroll Budget for salaries and FTEs Drives metrics in Management Reporting Drives Payroll allocation cost

No.	Source System		Interfaced Data	Frequency	Description of Functionality
	System Name	Vendor and Product			
12.	General Ledger – eCAPS	CGI Advantage HRM	▪ Payroll by Month Data Extract Information	One-time Load	Historical Budget data used to drive yearly budget Used in Management Reporting for variance reporting
13.	General Ledger – eCAPS	CGI Advantage HRM	▪ Statistic Data Extract Information	Daily	Account level statistics used to drive yearly budget
14.	Electronic Medical Record – ORCHID (Cerner - Millennium)	Cerner	▪ Hospital Encounter Data Extract Information	Daily	Demographic information used in Hospital Costing
15.	Electronic Medical Record – ORCHID (Cerner - Millennium)	Cerner	▪ Professional Encounter Data Extract Information	Daily	Demographic information used in Professional Costing
16.	Patient Accounting – RCO (Affinity)	QuadraMed Corporation	▪ Hospital Charge Data Extract Information	Daily	Charge level data used to allocate Hospital cost
17.	Patient Accounting – RCO (Affinity)	QuadraMed Corporation	▪ Professional Charge Data Extract Information	Daily	Charge level data used to allocate Professional cost
18.	Electronic Medical Record – ORCHID (Cerner - Millennium)	Cerner	▪ Hospital ICD-10 Diagnosis Data Extract Information	Daily	Procedure level information used in Hospital Costing
19.	Electronic Medical Record – ORCHID (Cerner - Millennium)	Cerner	▪ Professional ICD-10 Diagnosis Data Extract Information	Daily	Procedure level information used in Professional Costing
20.	Electronic Medical Record – ORCHID (Cerner - Millennium)	Cerner	▪ Hospital ICD-10 Procedure Data Extract Information	Daily	Procedure level information used in Hospital Costing
21.	Electronic Medical Record – ORCHID (Cerner - Millennium)	Cerner	▪ Hospital CPT Detail Data Extract Information	Daily	Billing level information used in Hospital Costing
22.	Electronic Medical Record – ORCHID (Cerner - Millennium)	Cerner	▪ Hospital APC Detail Extract Information	Daily	Utilized in Contract Analytics for reimbursement if applicable
23.	Patient Accounting – RCO (Affinity)	QuadraMed Corporation	▪ Hospital Payment Data Extract Information	Daily	Payment level information used in Hospital Costing
24.	Patient Accounting – RCO (Affinity)	QuadraMed Corporation	▪ Professional Payment Data Extract Information	Daily	Payment level information used in Professional Costing
25.	Electronic Medical Record – ORCHID (Cerner - Millennium)	Cerner	▪ Hospital EAPG Detail Extract Information	Daily	Utilized in Contract Analytics for reimbursement if applicable
26.	Electronic Medical Record – ORCHID (Cerner - Millennium)	Cerner	▪ Surgical Data Extract Information	Daily	Surgical Case level detail used to allocate cost
27.	Electronic Medical Record – ORCHID (Cerner - Millennium)	Cerner	▪ Surgical Staffing Data Extract Information	Daily	Surgical Staff level detail used to allocate cost
28.	Electronic Medical Record – ORCHID (Cerner - Millennium)	Cerner	▪ Account Status Master File	Daily	Account Status Definitions
29.	Electronic Medical Record – ORCHID (Cerner - Millennium)	Cerner	▪ Account Type Master File	Daily	Account Type Definitions
30.	Electronic Medical Record – ORCHID (Cerner - Millennium)	Cerner	▪ Admit Source Master File	Daily	Admit Source Definitions

No.	Source System		Interfaced Data	Frequency	Description of Functionality
	System Name	Vendor and Product			
31.	Electronic Medical Record – ORCHID (Cerner - Millennium)	Cerner	▪ Admit Type Master File	Daily	Admit Definitions
32.	Electronic Medical Record – ORCHID (Cerner - Millennium)	Cerner	▪ APR DRG Master File	Daily	APR DRG Definitions
33.	Electronic Medical Record – ORCHID (Cerner - Millennium)	Cerner	▪ Bill Status Master File	Daily	Bill Status Definitions
34.	Patient Accounting – RCO (Affinity)	QuadraMed Corporation	▪ Charge Code Master File	Daily	Charge Code Definitions
35.	Electronic Medical Record – ORCHID (Cerner - Millennium)	Cerner	▪ Clinical Service Master File	Daily	Clinical Service Definitions
36.	Electronic Medical Record – ORCHID (Cerner - Millennium)	Cerner	▪ Clinical Department Master File	Daily	Clinical Department Definitions
37.	Electronic Medical Record – ORCHID (Cerner - Millennium)	Cerner	▪ Coding Status Master File	Daily	Coding Status Definitions
38.	Electronic Medical Record – ORCHID (Cerner - Millennium)	Cerner	▪ Employer Master File	Daily	Employer Definitions
39.	Electronic Medical Record – ORCHID (Cerner - Millennium)	Cerner	▪ Guarantor Master File	Daily	Guarantor Definitions
40.	Electronic Medical Record – ORCHID (Cerner - Millennium)	Cerner	▪ Guarantor Relation to Patient Master File	Daily	Guarantor Relation to Patient Definitions
41.	Electronic Medical Record – ORCHID (Cerner - Millennium)	Cerner	▪ Insurance Plan Master File	Daily	Insurance Plan Definitions
42.	Electronic Medical Record – ORCHID (Cerner - Millennium)	Cerner	▪ Location Master File	Daily	Location Definitions
43.	Electronic Medical Record – ORCHID (Cerner - Millennium)	Cerner	▪ Marital Status Master File	Daily	Marital Status Definitions
44.	Electronic Medical Record – ORCHID (Cerner - Millennium)	Cerner	▪ Method of Arrival Master File	Daily	Method of Arrival Definitions
45.	Electronic Medical Record – ORCHID (Cerner - Millennium)	Cerner	▪ MS DRG Master File	Daily	MS DRG Definitions
46.	Patient Accounting – RCO (Affinity)	QuadraMed Corporation	▪ NDC Master File	Daily	NDC Definitions
47.	Electronic Medical Record – ORCHID (Cerner - Millennium)	Cerner	▪ Nurse Station Master File	Daily	Nurse Station Definitions
48.	Electronic Medical Record – ORCHID (Cerner - Millennium)	Cerner	▪ Patient Type Master File	Daily	Patient Type Definitions
49.	Electronic Medical Record – ORCHID (Cerner - Millennium)	Cerner	▪ Patient Type Master File	Daily	Patient Type Definitions

No.	Source System		Interfaced Data	Frequency	Description of Functionality
	System Name	Vendor and Product			
50.	Electronic Medical Record – ORCHID (Cerner - Millennium)	Cerner	▪ Physician Specialty Master File	Daily	Physician Specialty Definitions
51.	Electronic Medical Record – ORCHID (Cerner - Millennium)	Cerner	▪ Race Master File	Daily	Race Definitions
52.	Electronic Medical Record – ORCHID (Cerner - Millennium)	Cerner	▪ Religion Master File	Daily	Religion Definitions
53.	Electronic Medical Record – ORCHID (Cerner - Millennium)	Cerner	▪ Subscriber Relationship Master File	Daily	Subscriber Relationship Definitions
54.	Patient Accounting – RCO (Affinity)	QuadraMed Corporation	▪ Supply Master File	Daily	Supply Definitions
55.	Electronic Medical Record – ORCHID (Cerner - Millennium)	Cerner	▪ Transaction Code Master File	Daily	Transaction Code Definitions

2. API INTERFACES

As of the Effective Date the CADS System will not require any API Interfaces.



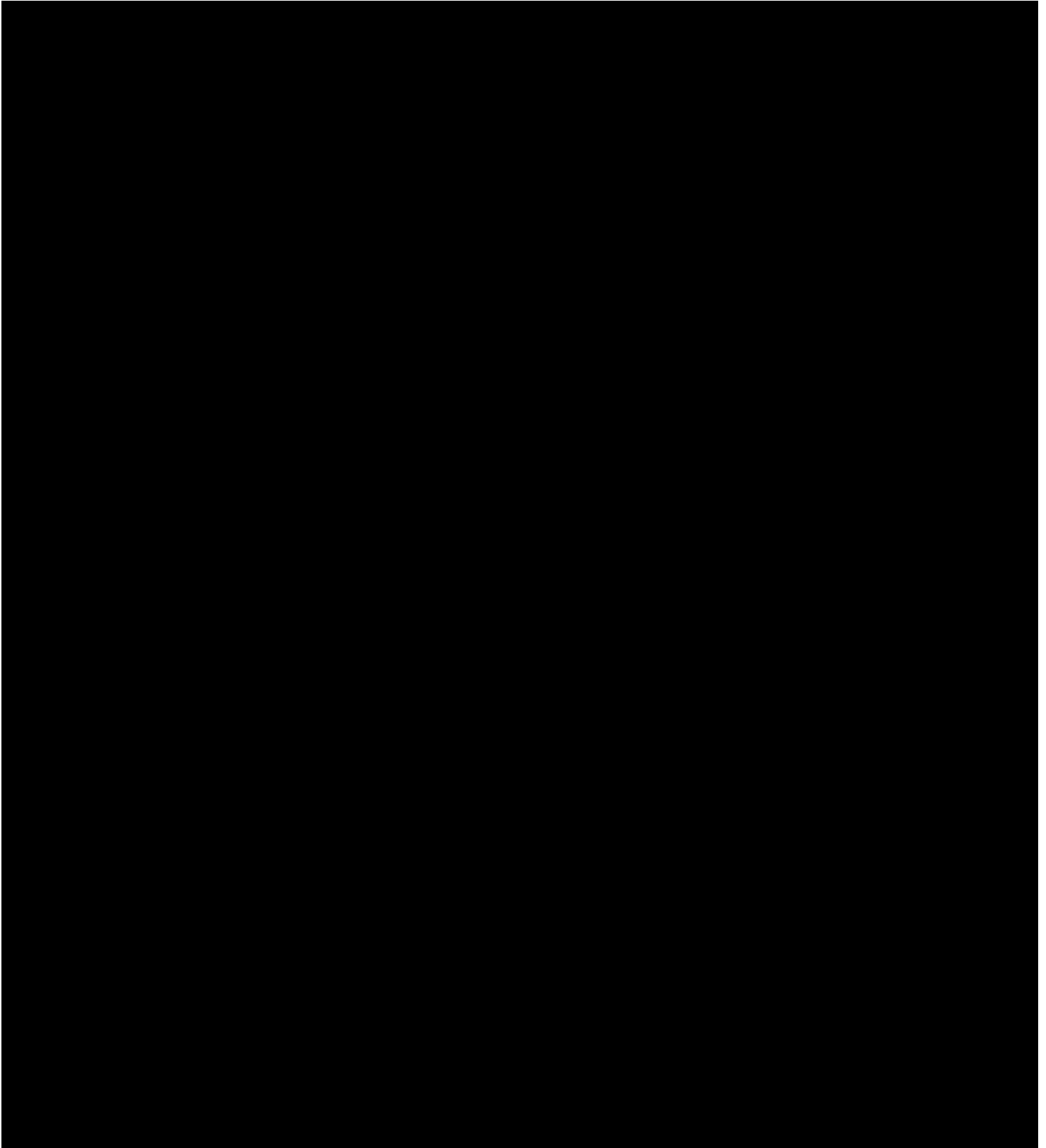
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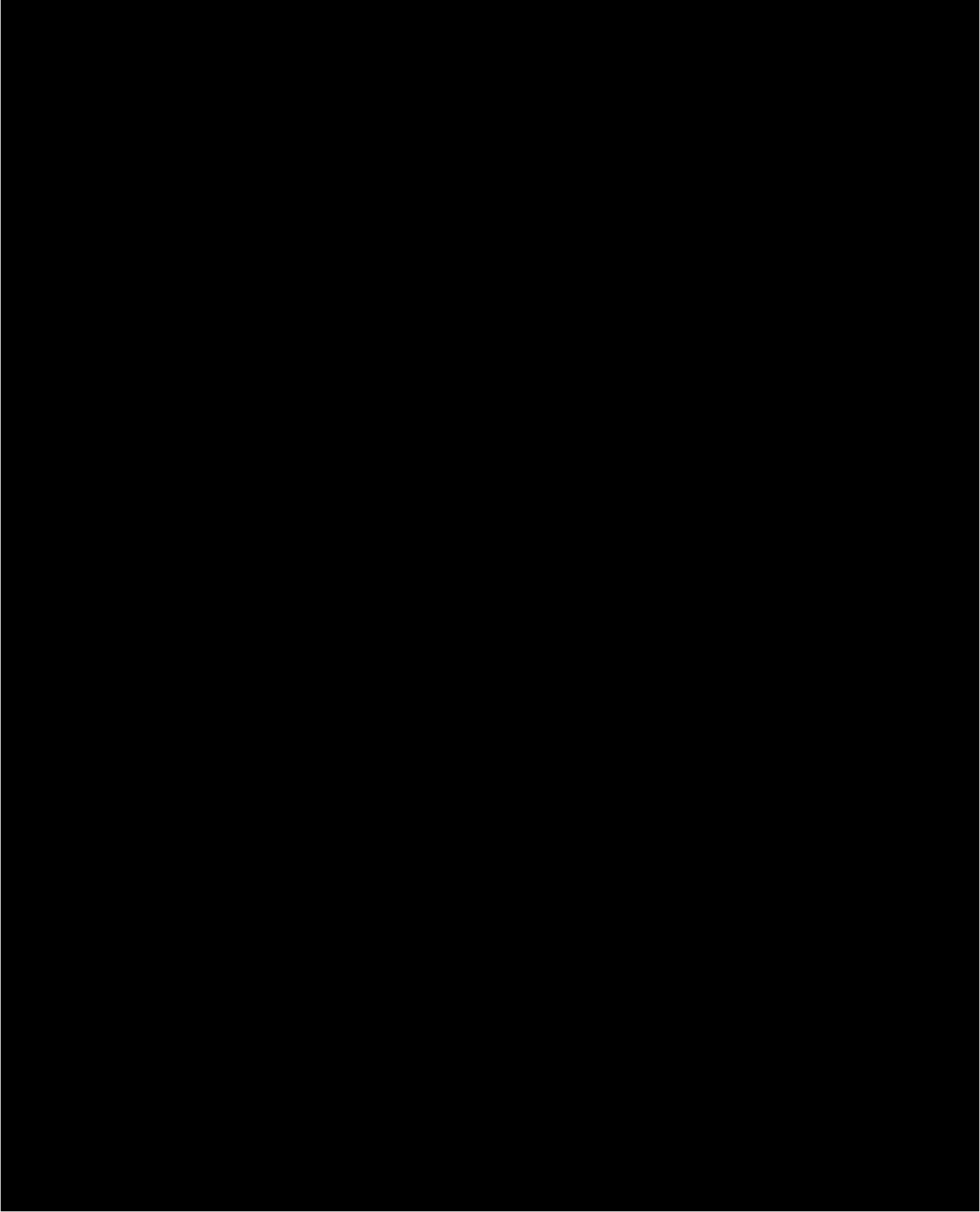
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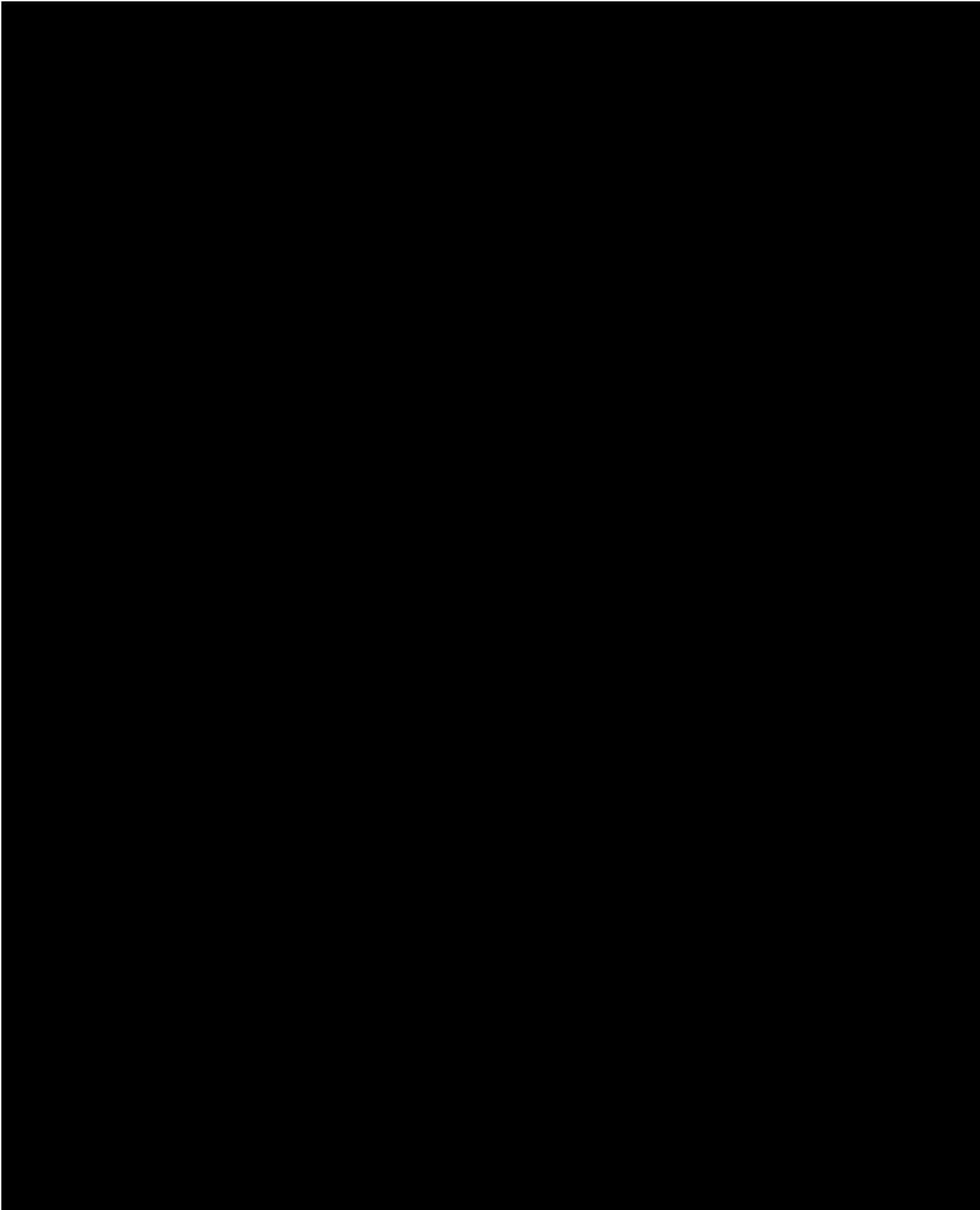
COST ACCOUNTING AND DECISION SUPPORT SYSTEM AND SERVICES
AGREEMENT

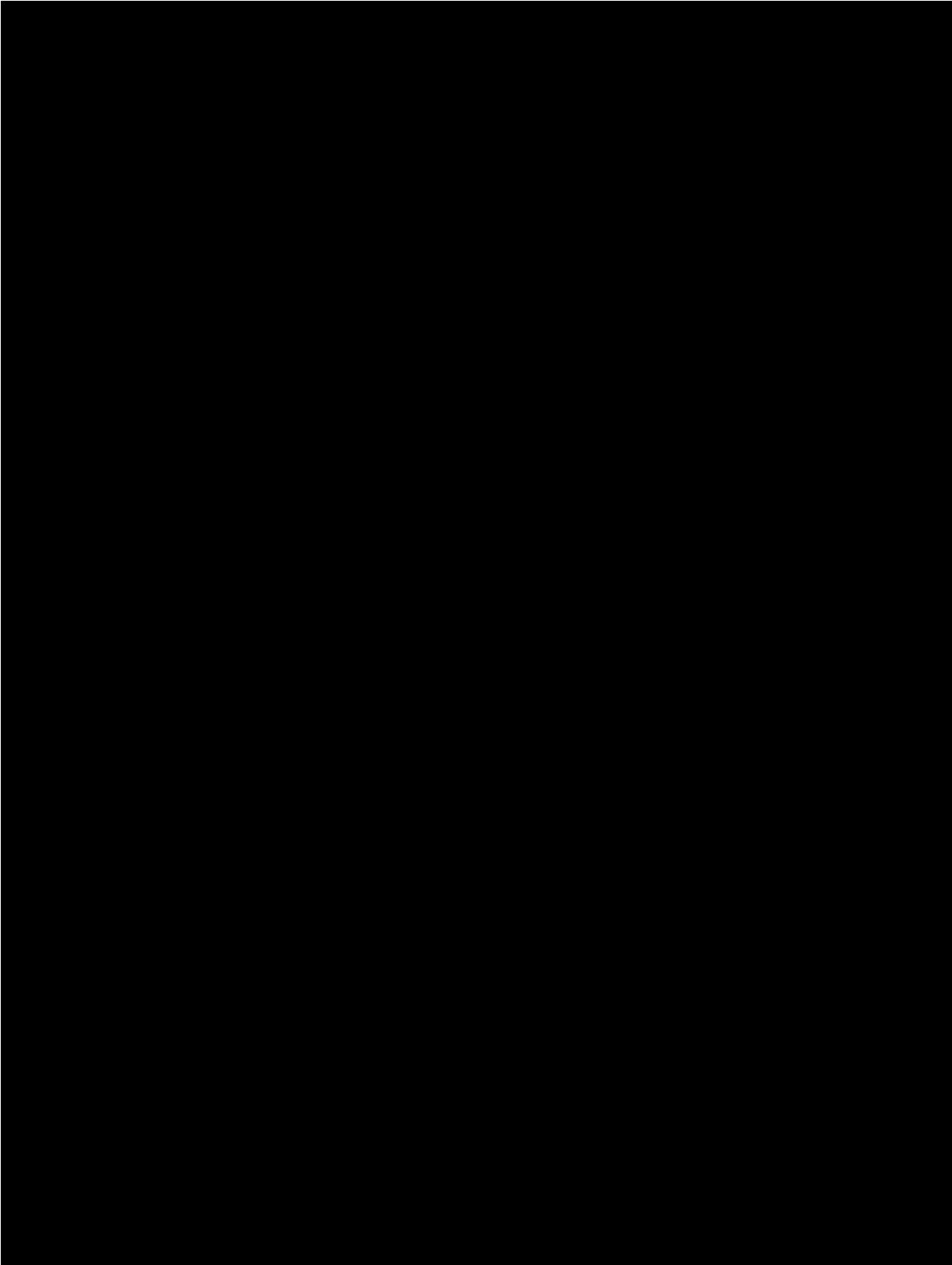
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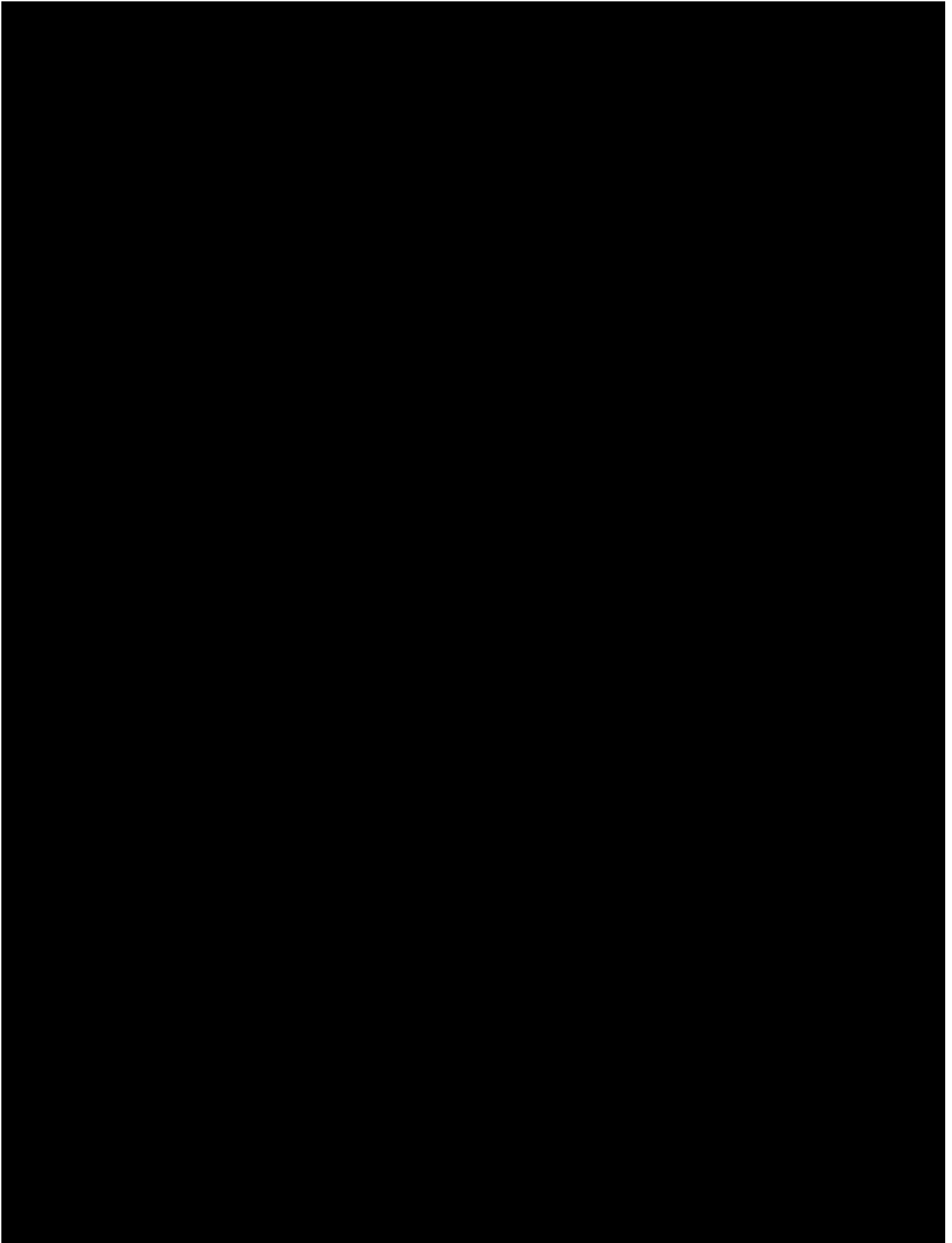
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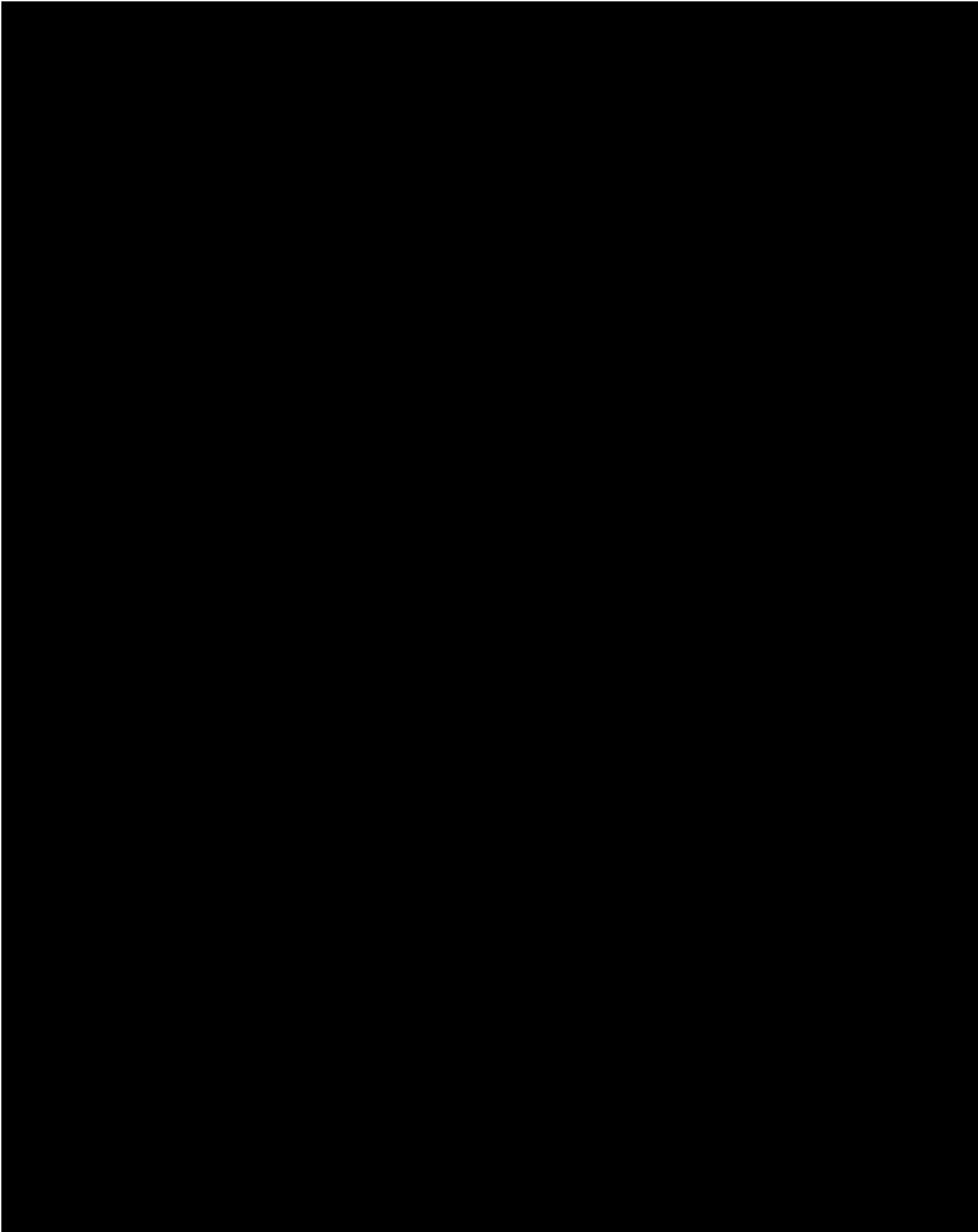


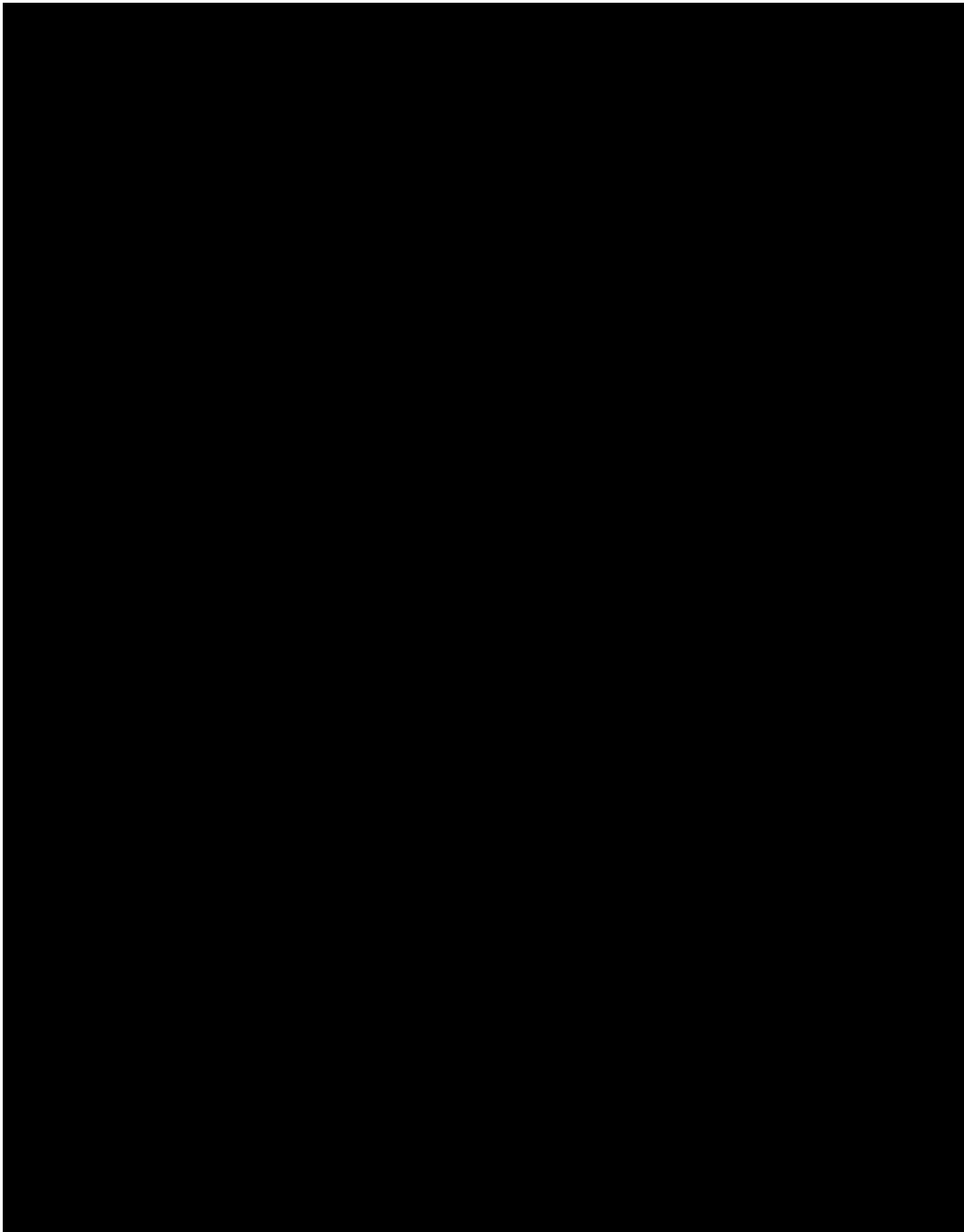


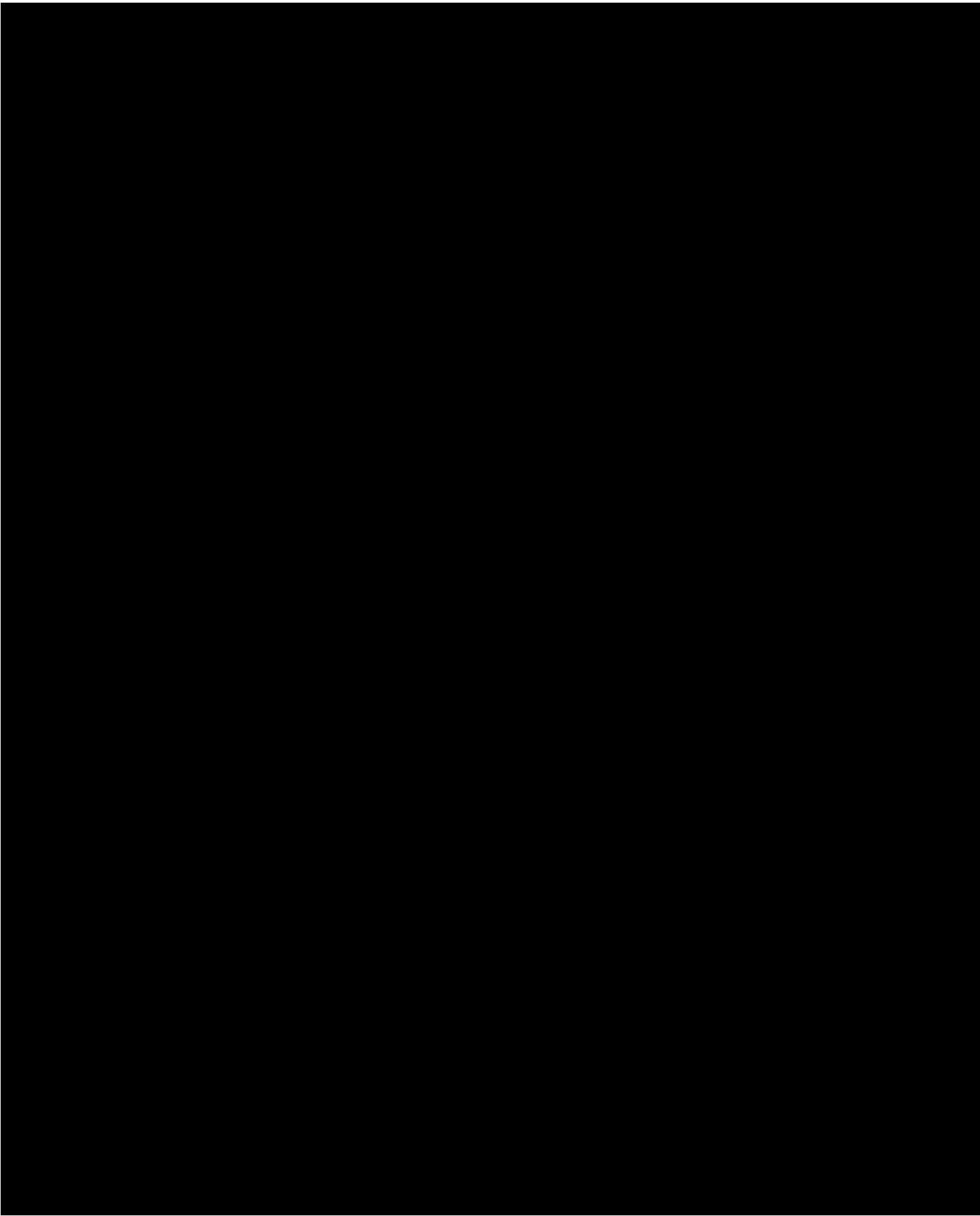


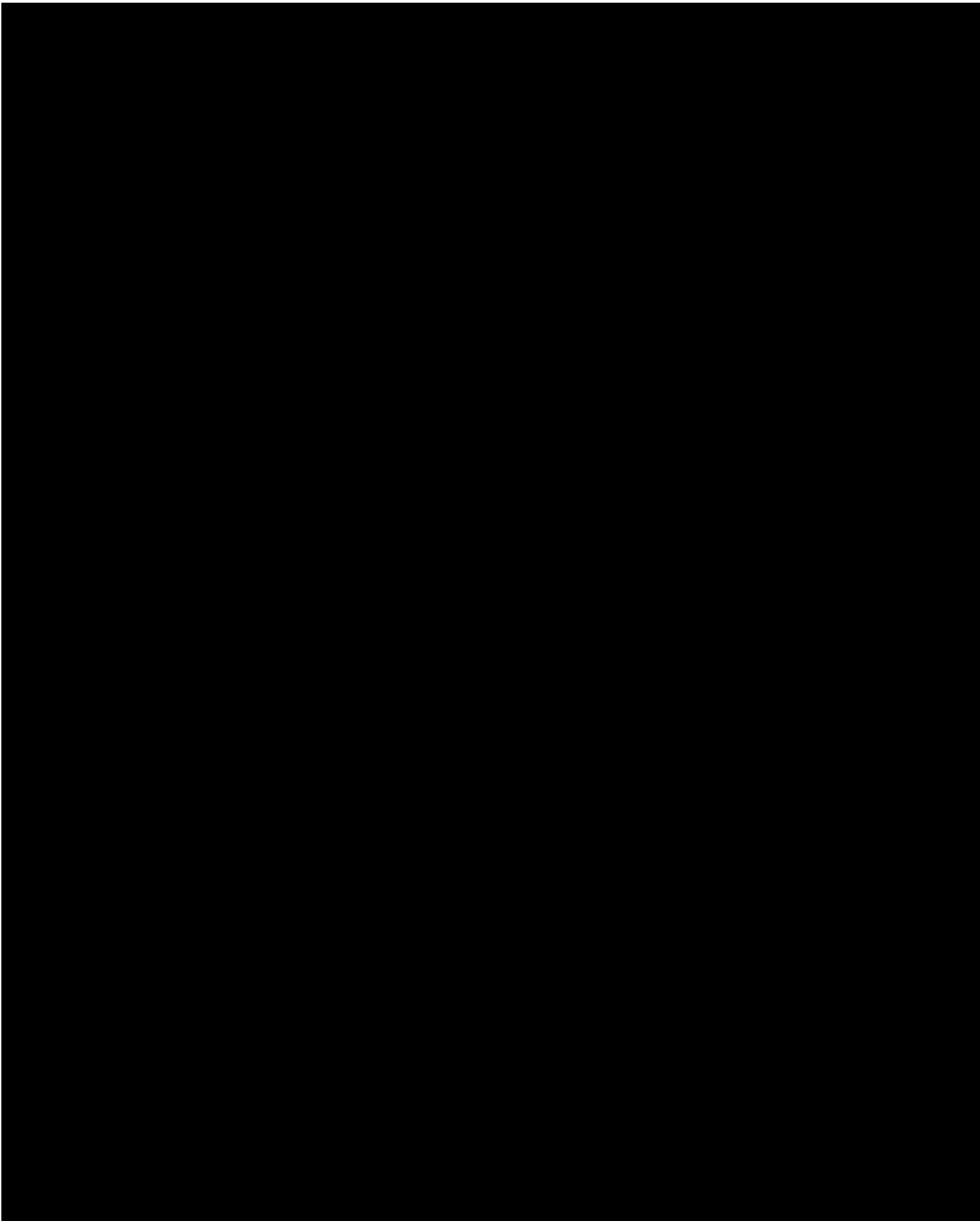


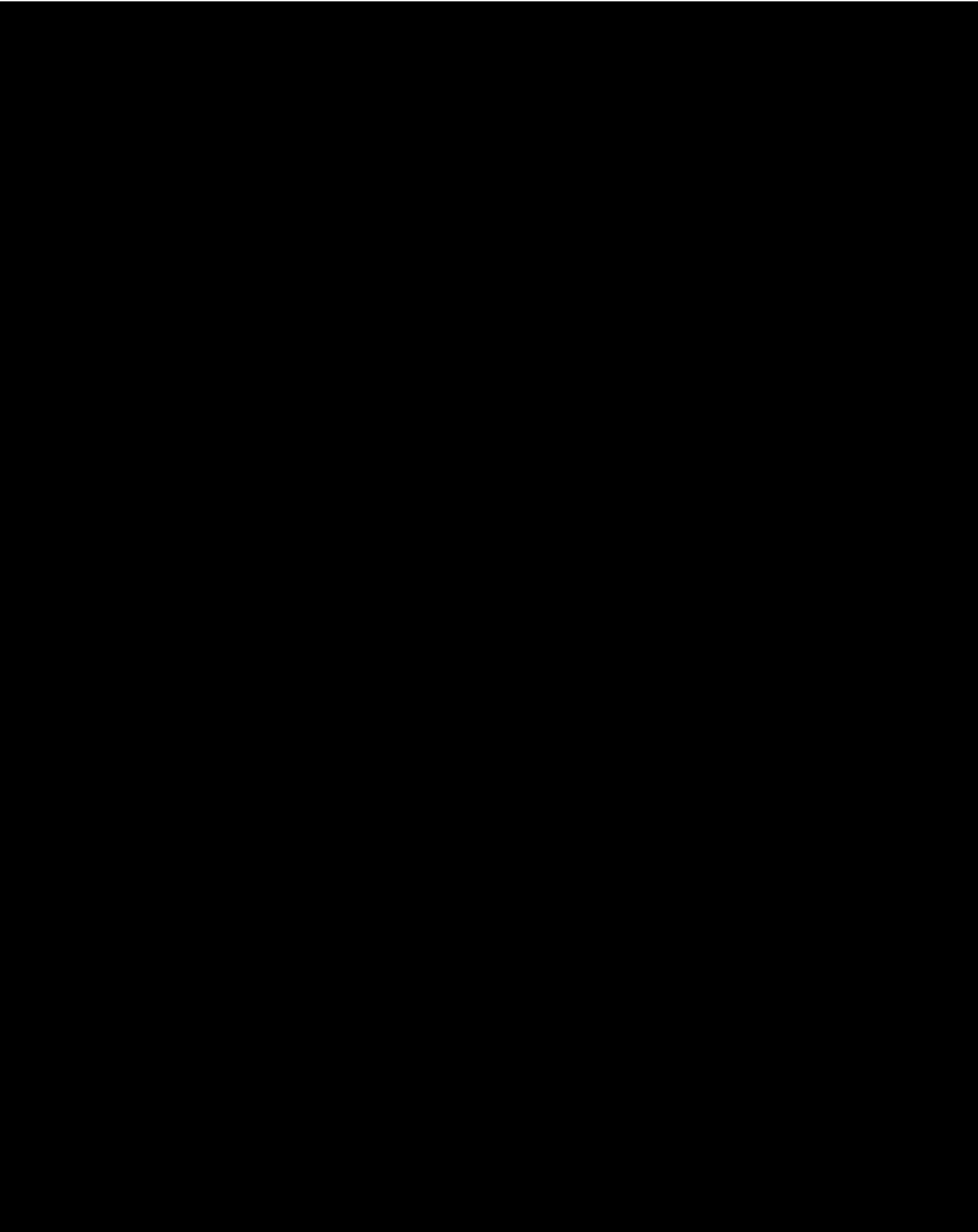


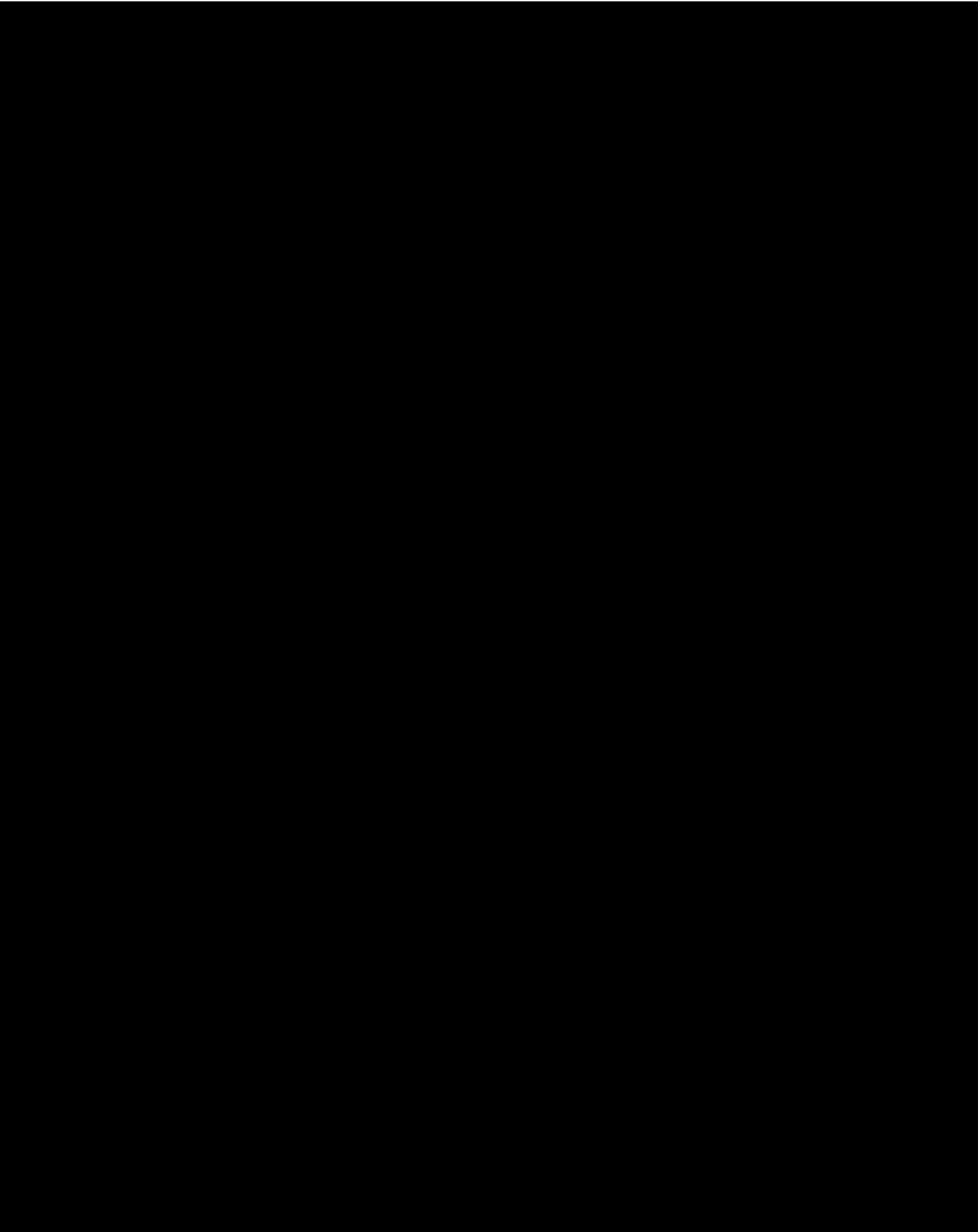


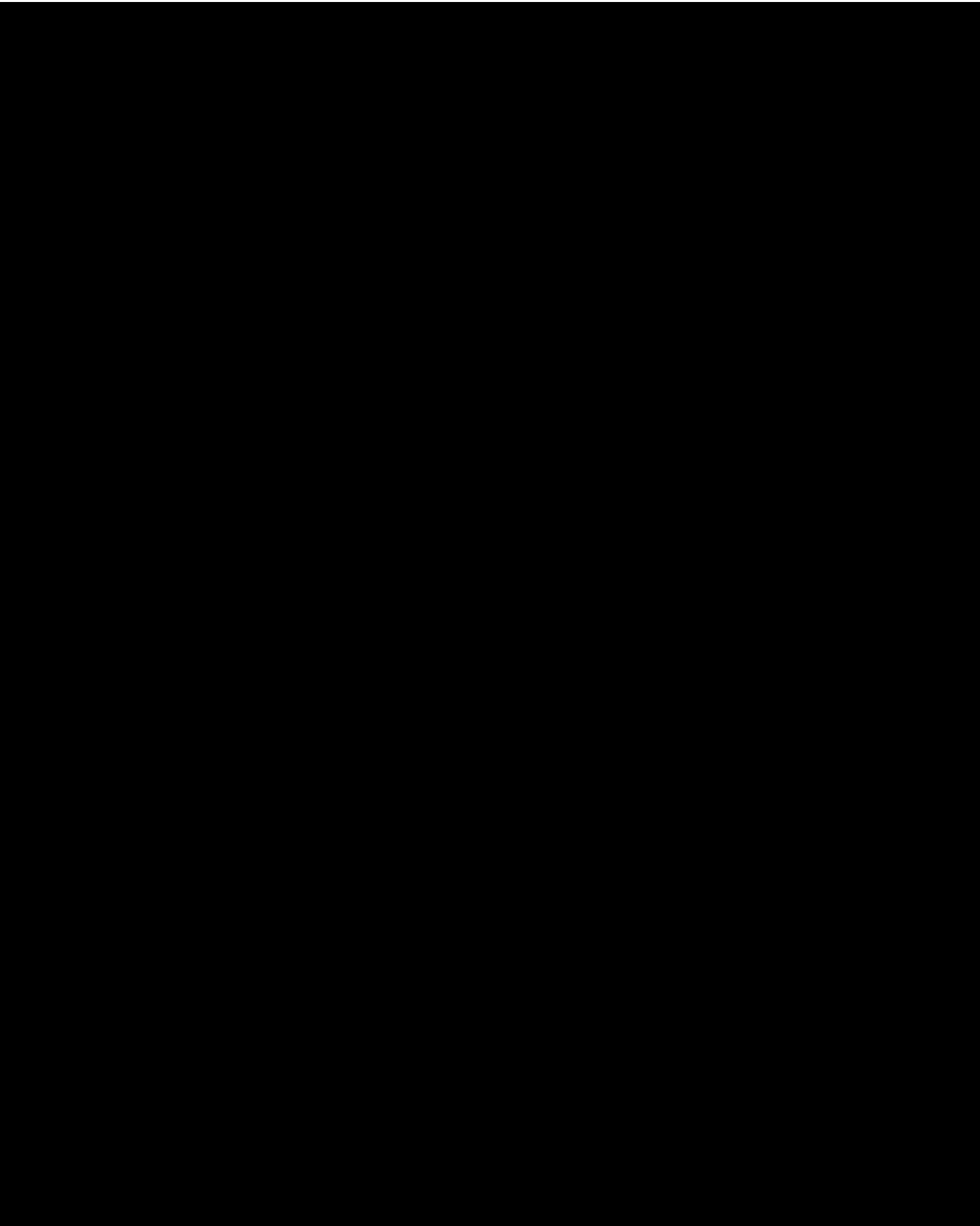


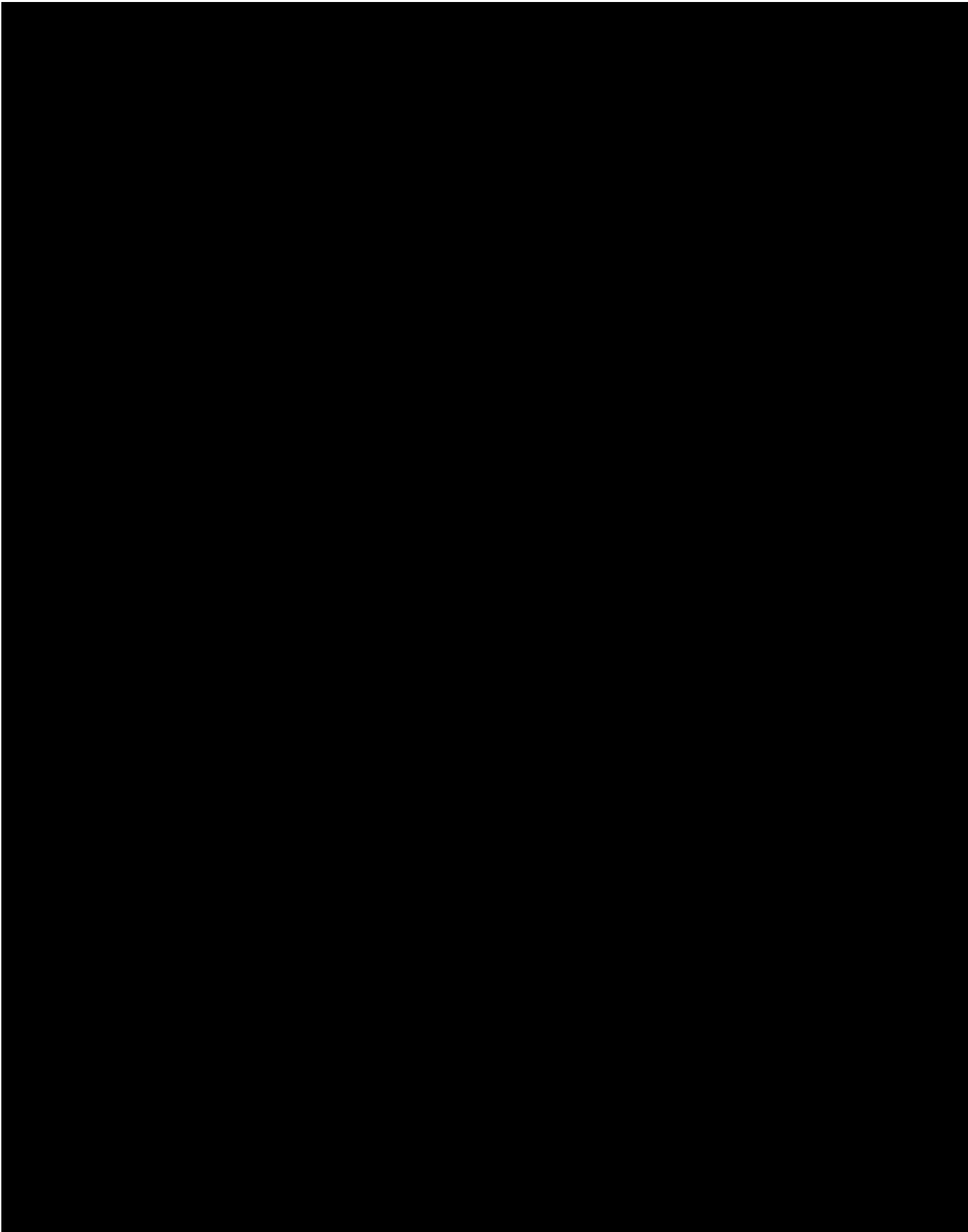


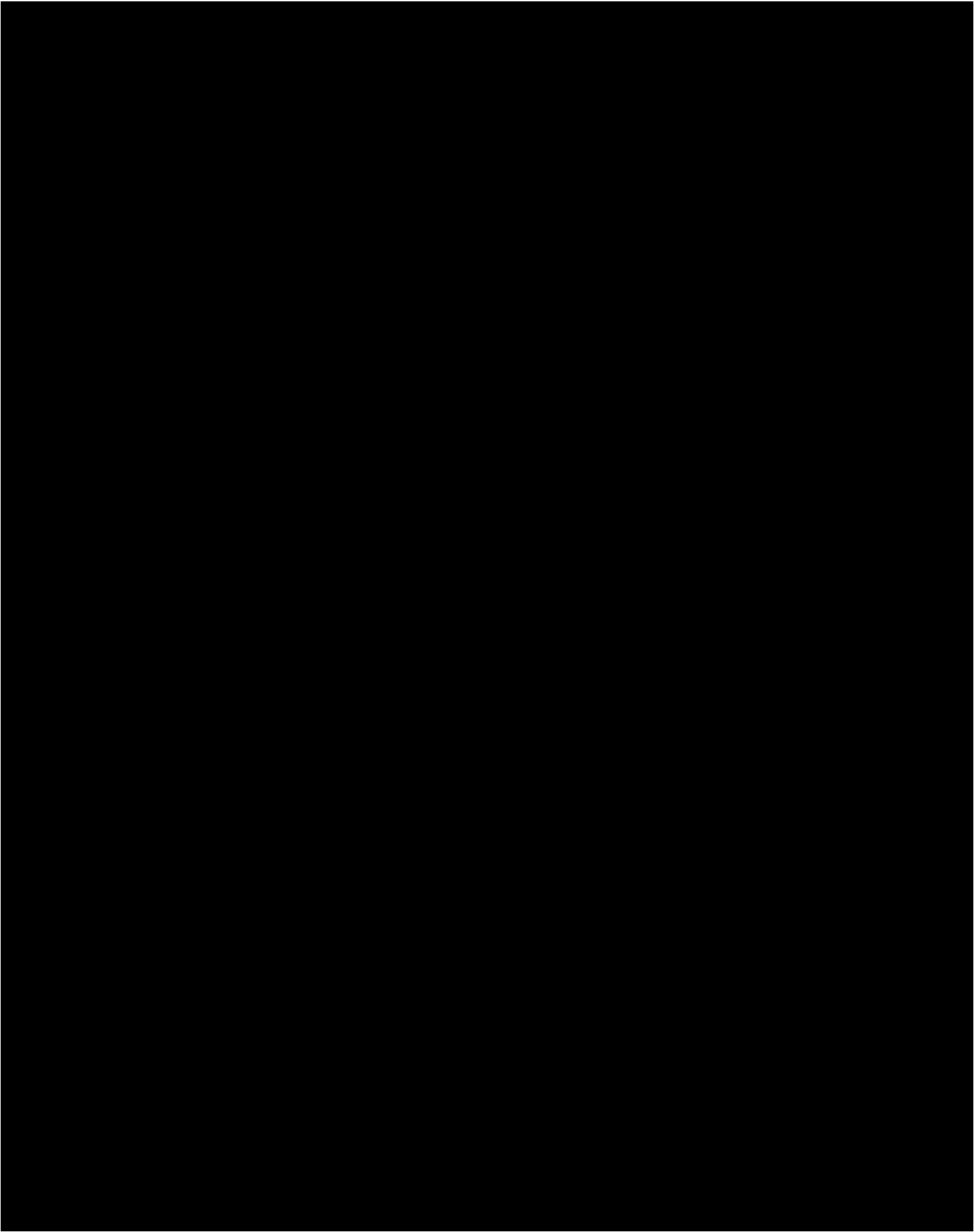


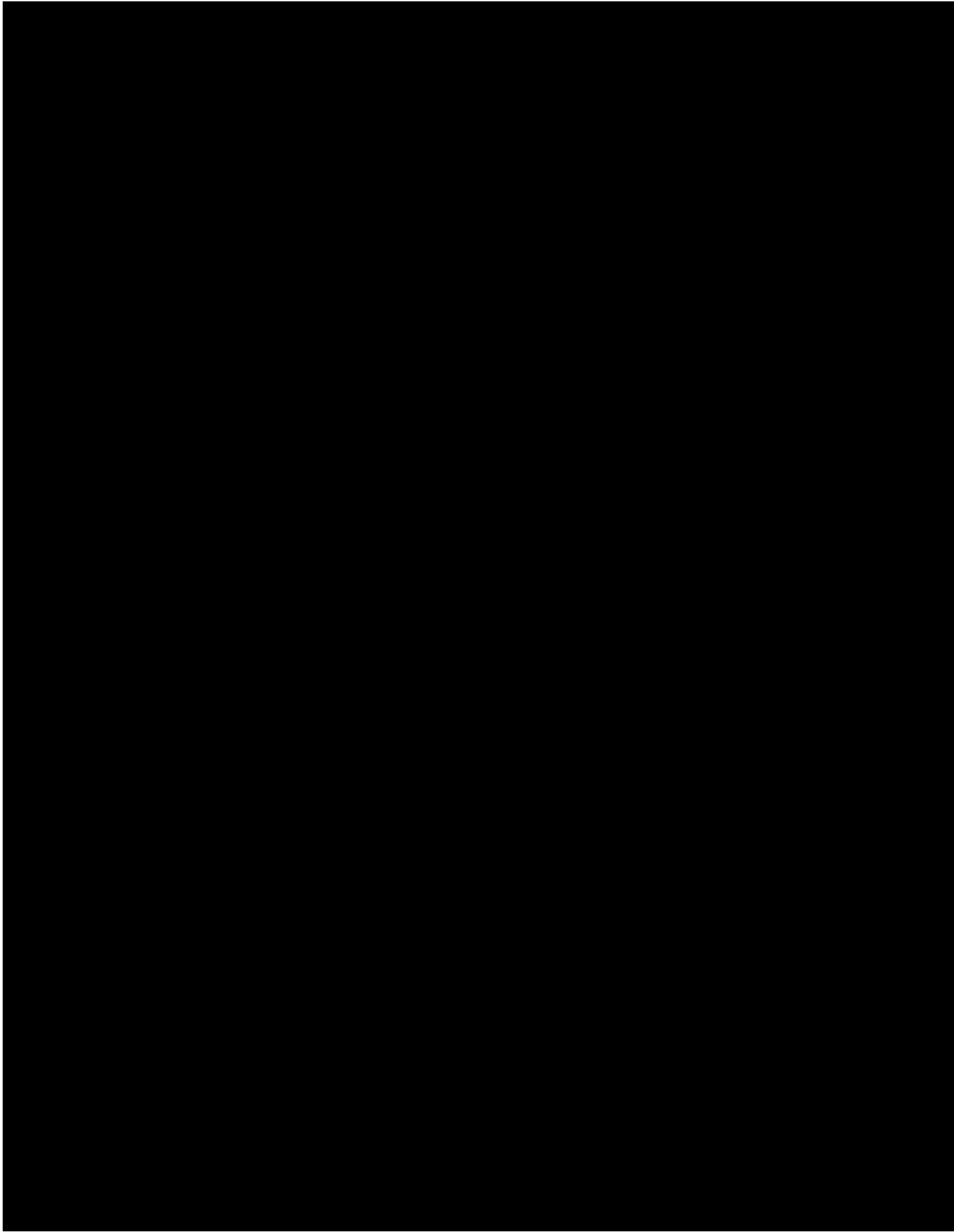


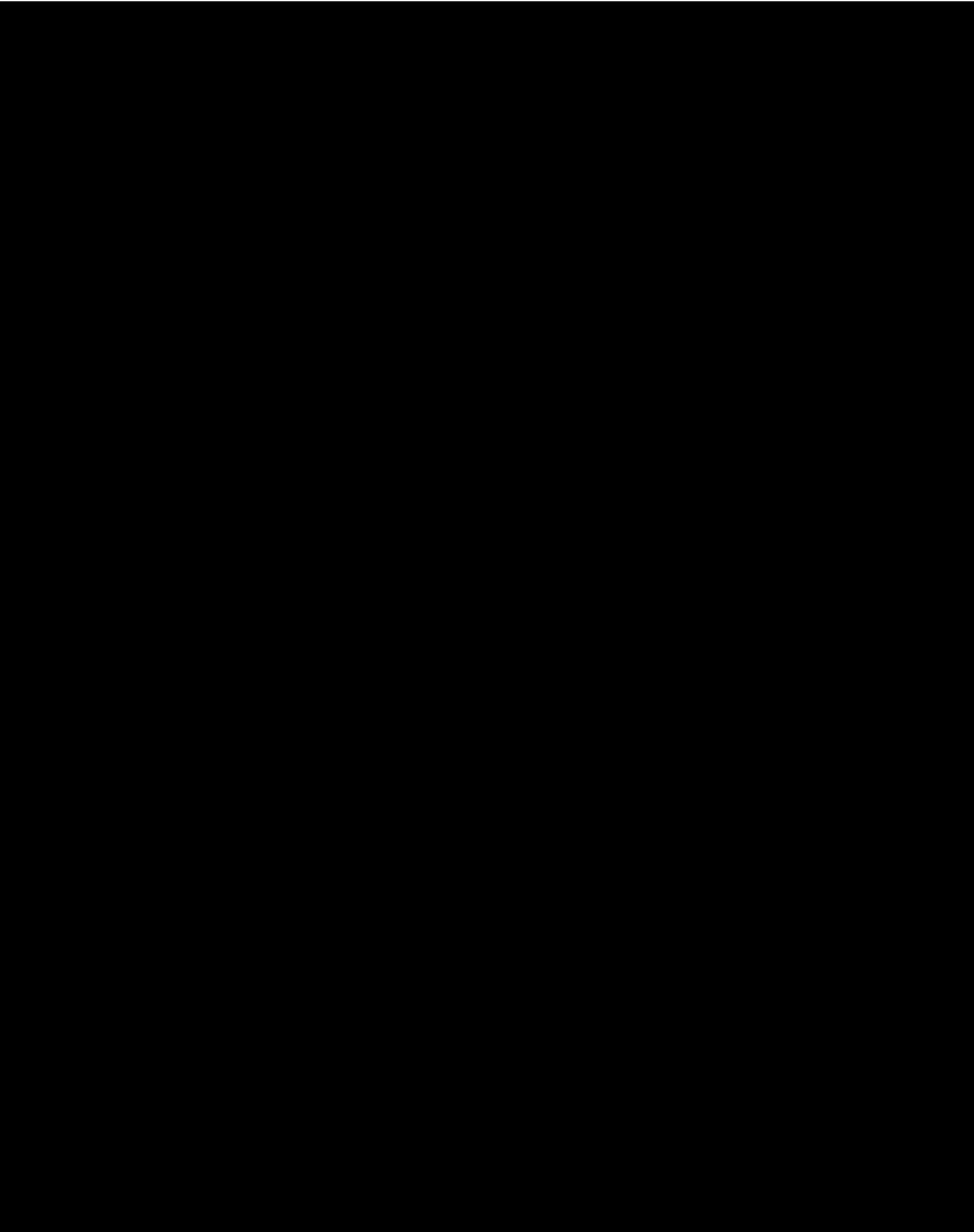


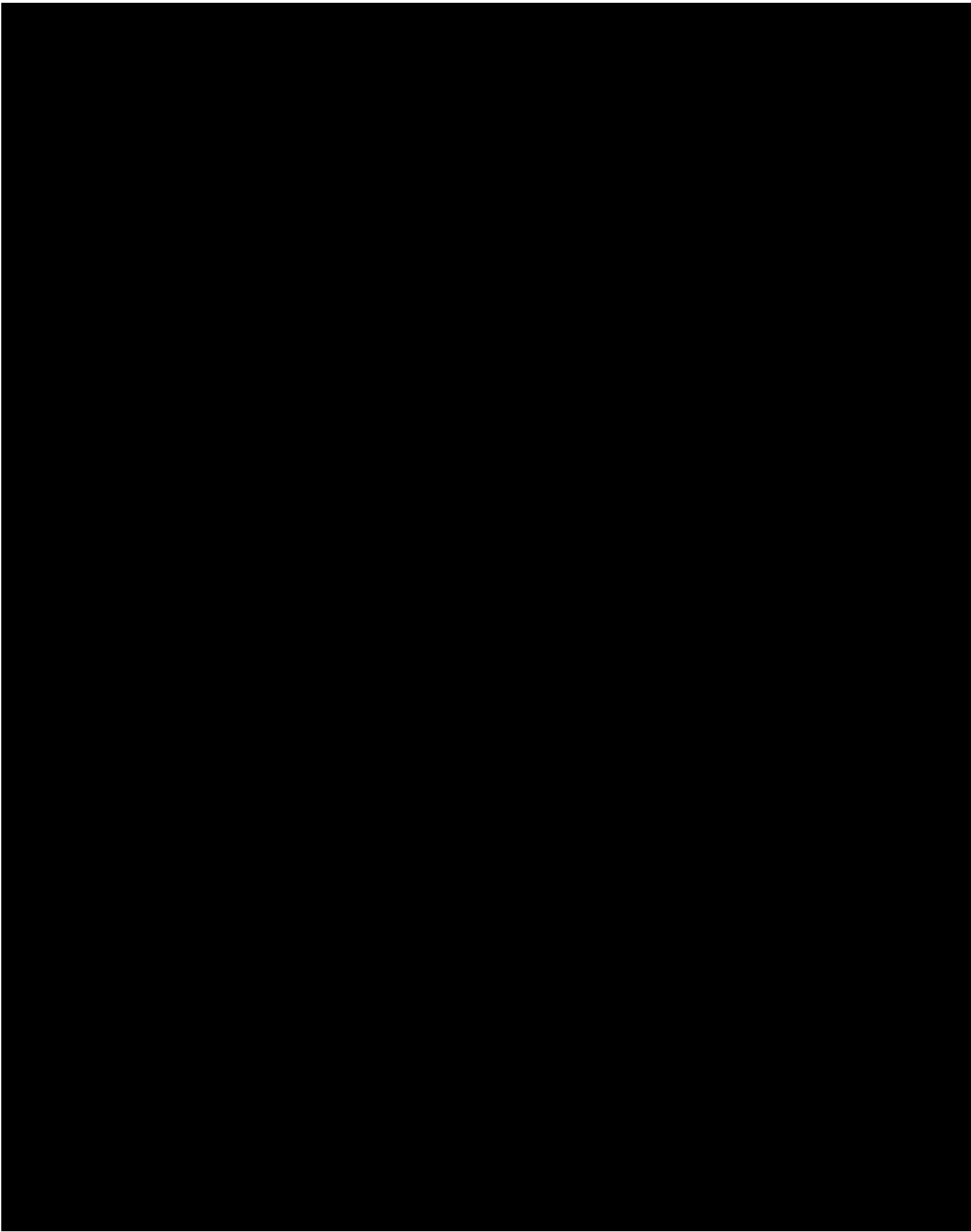


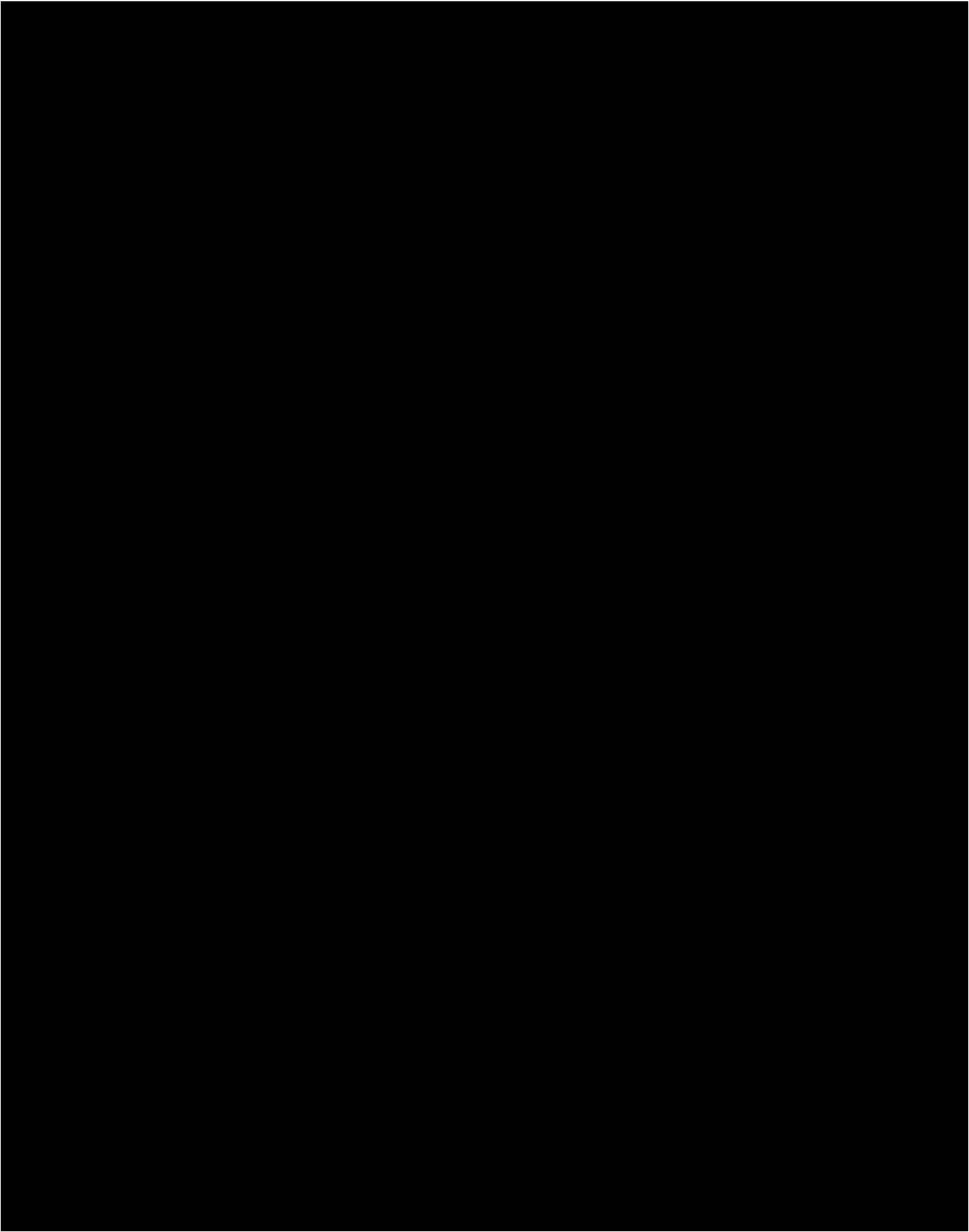


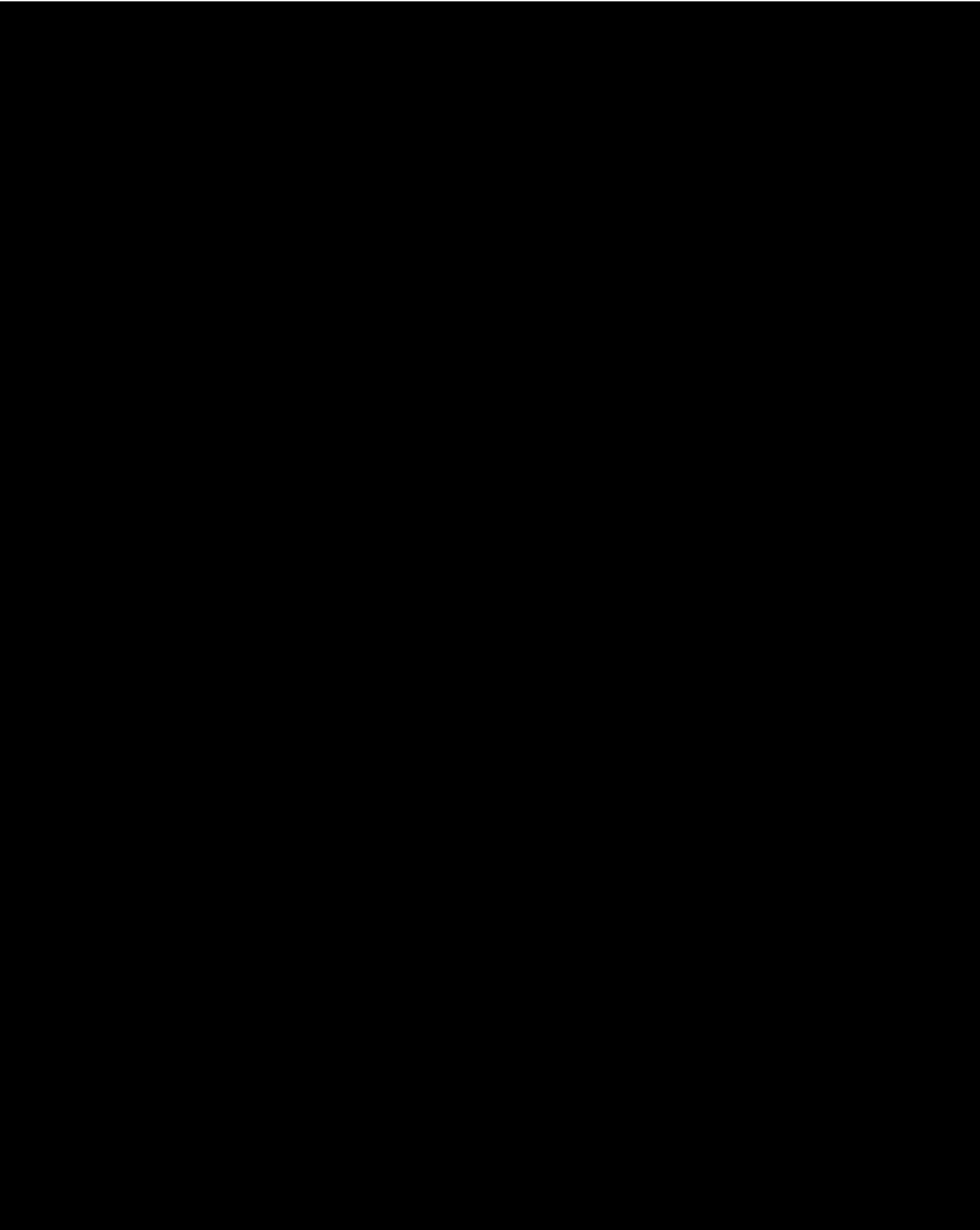


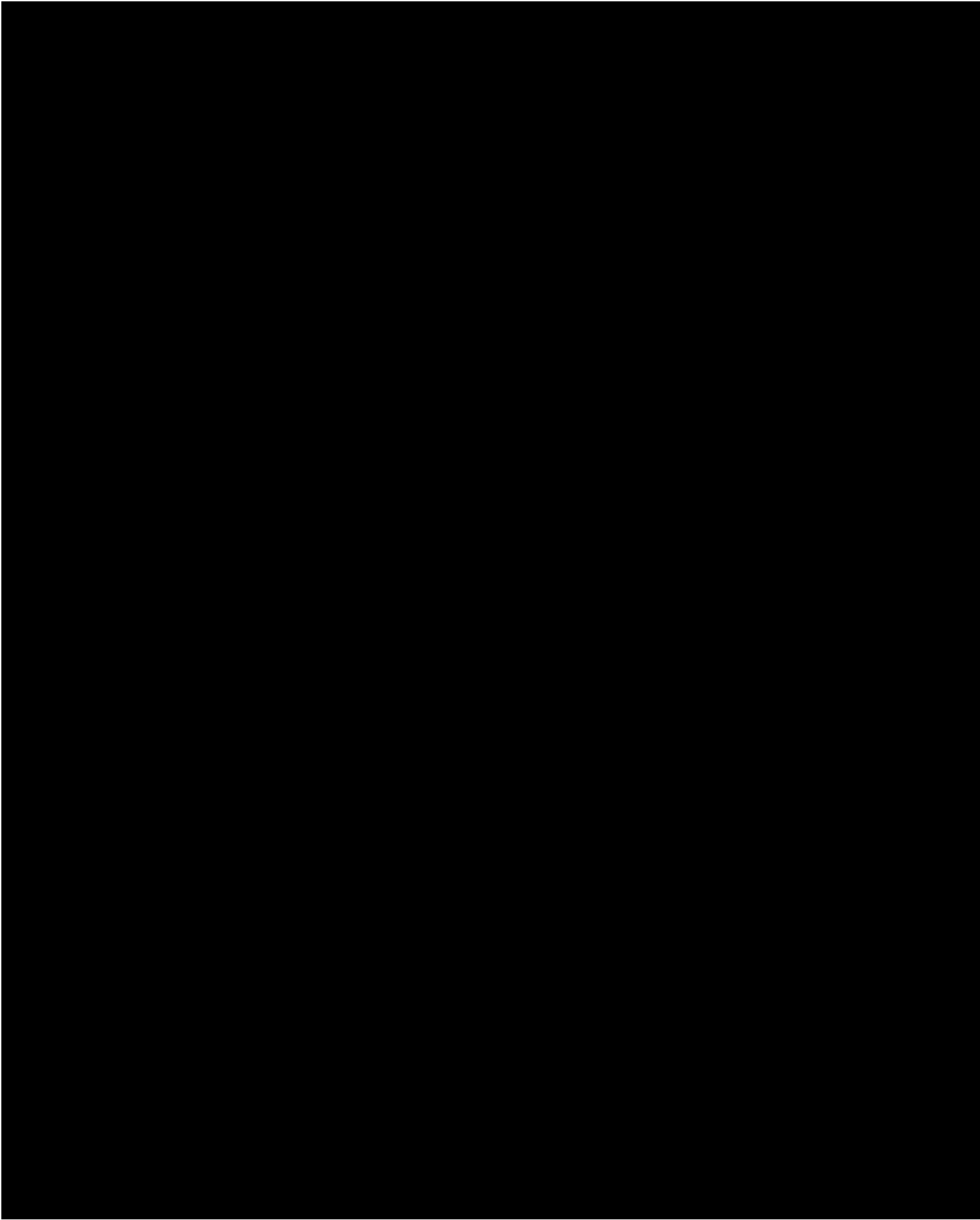


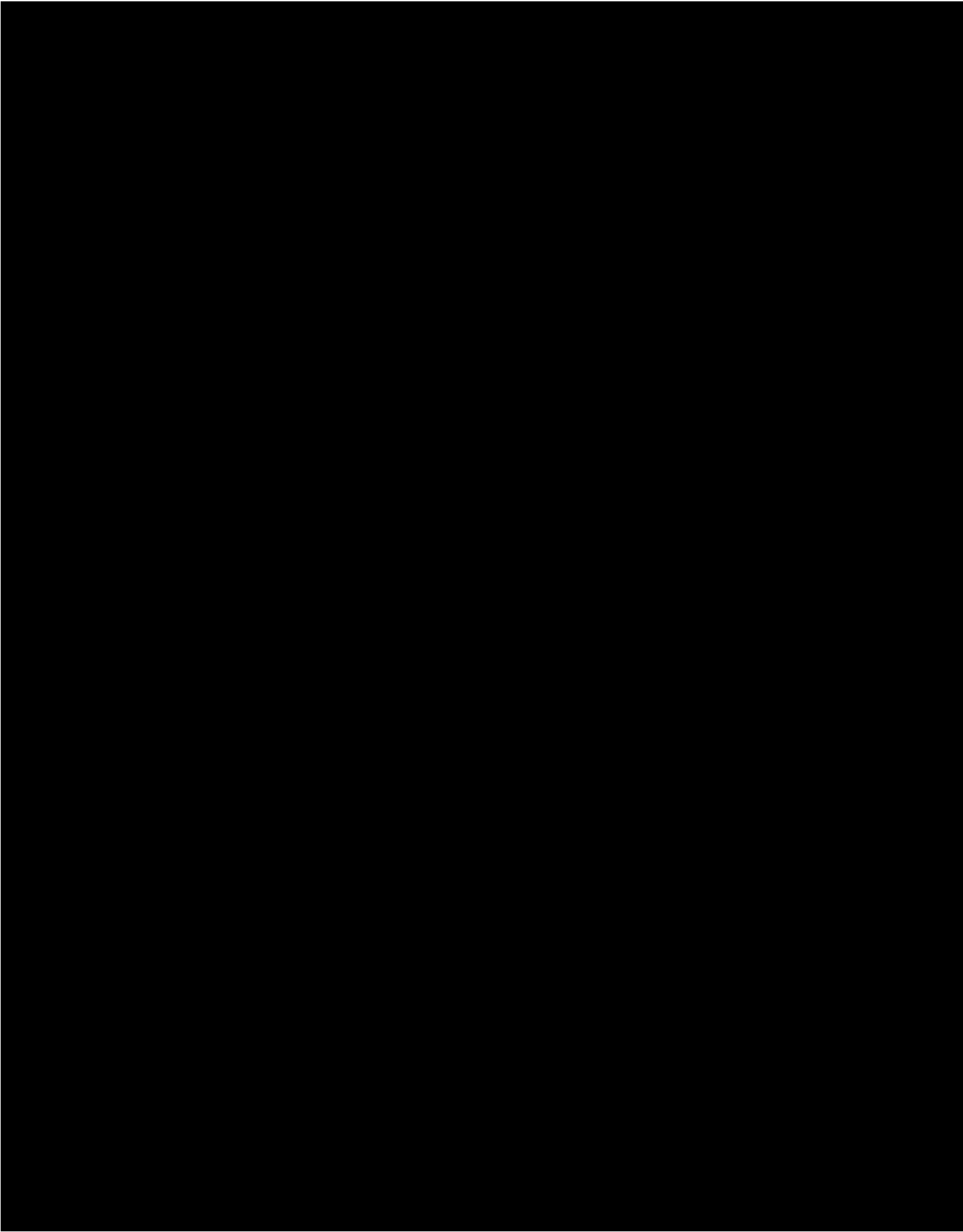


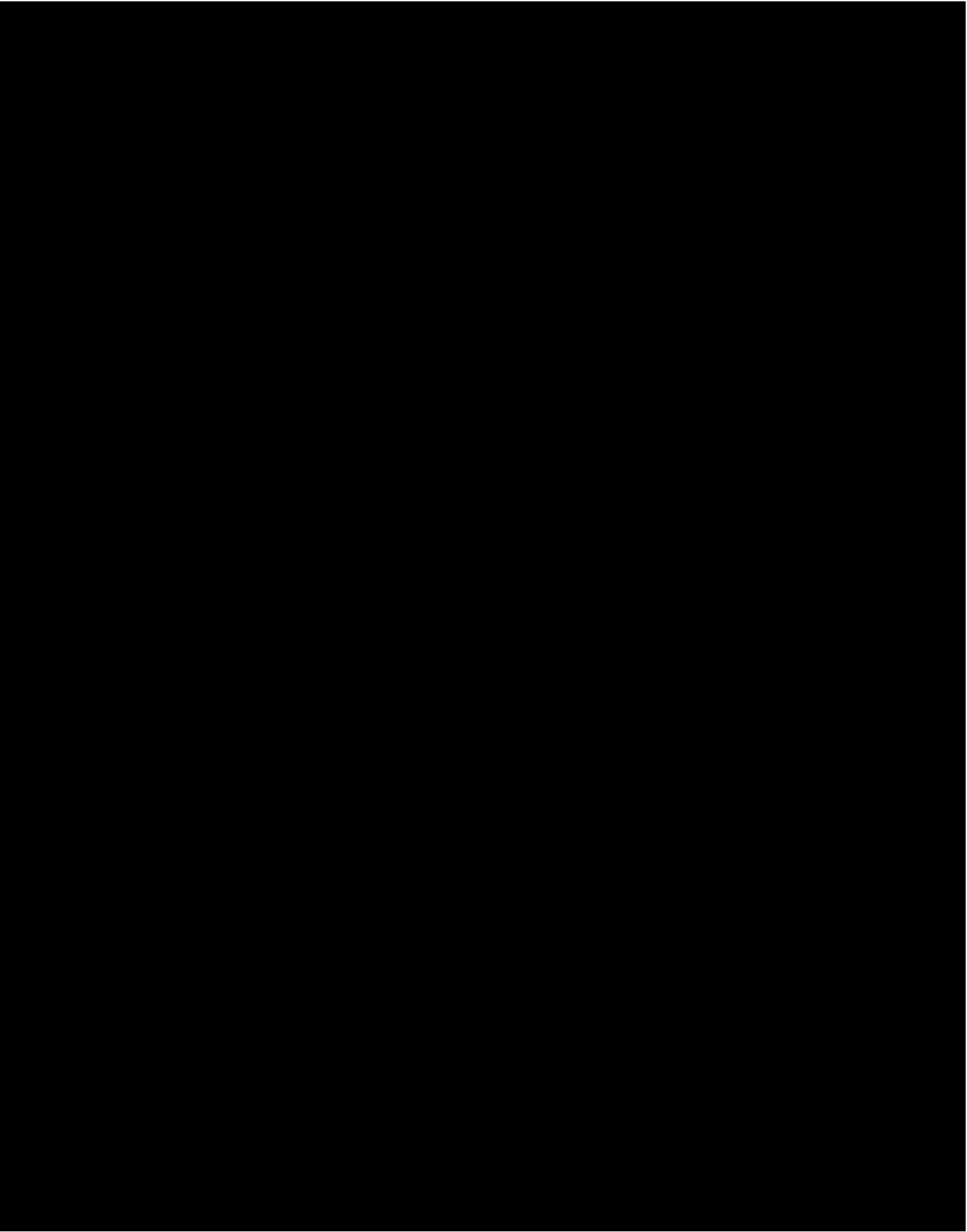


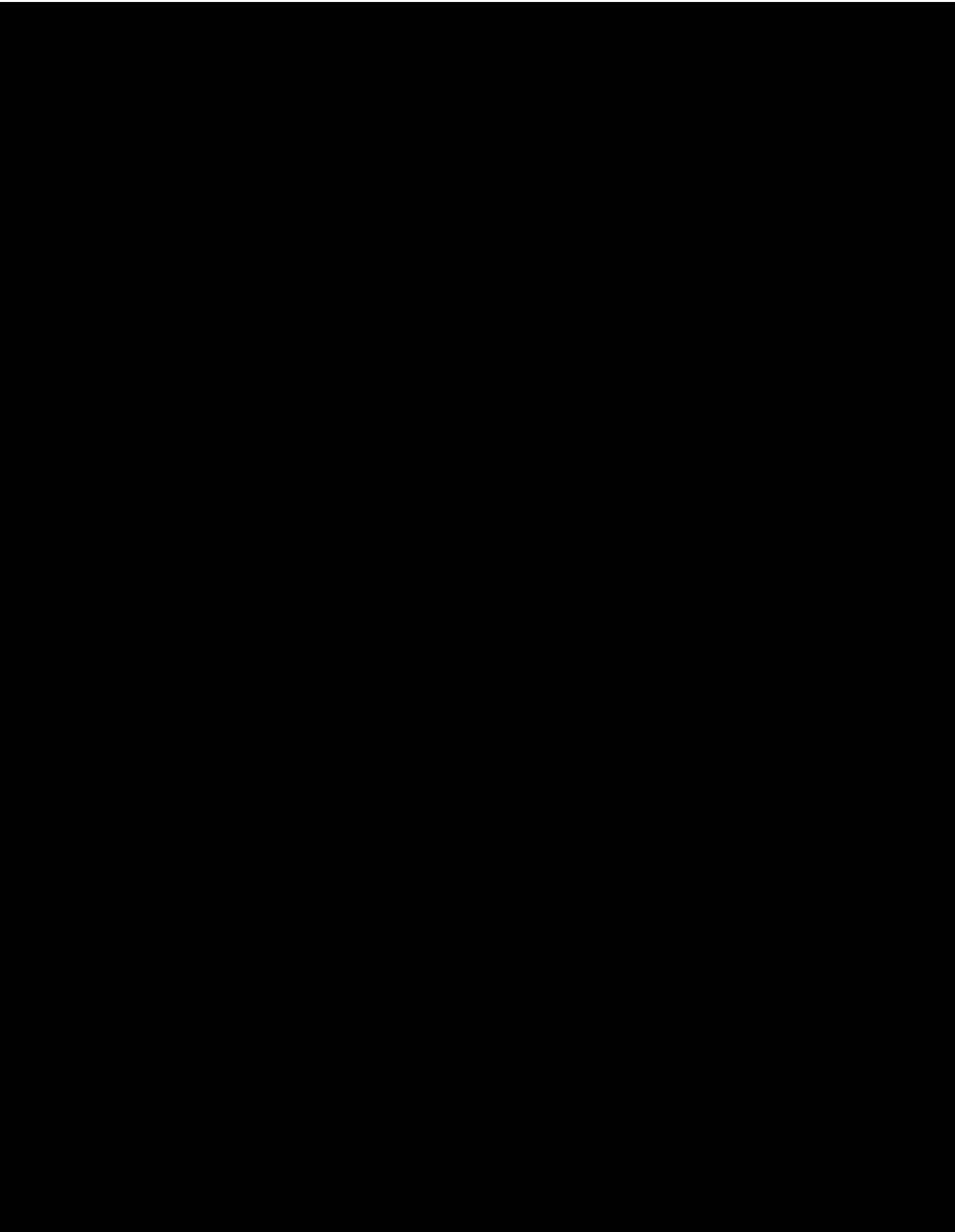


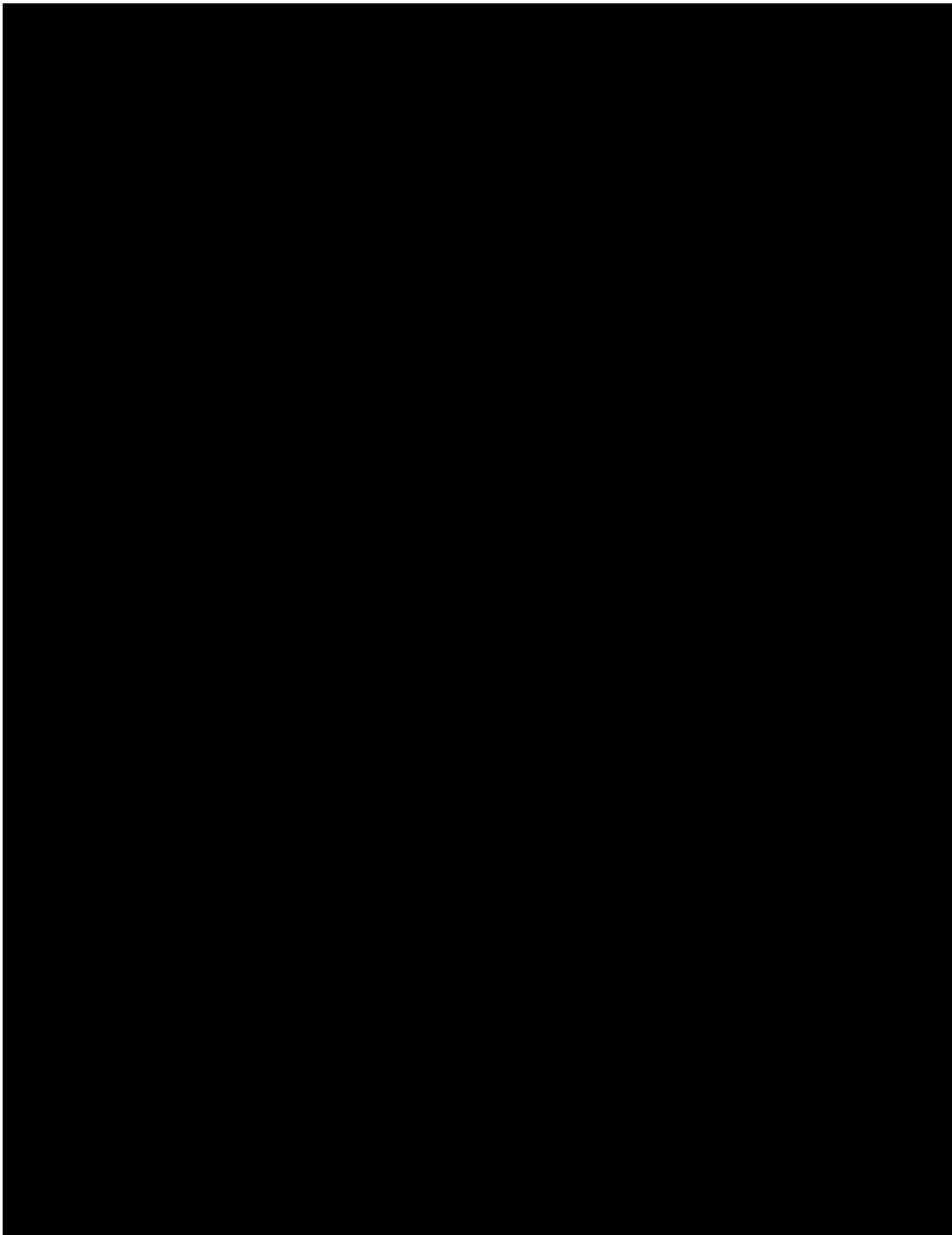




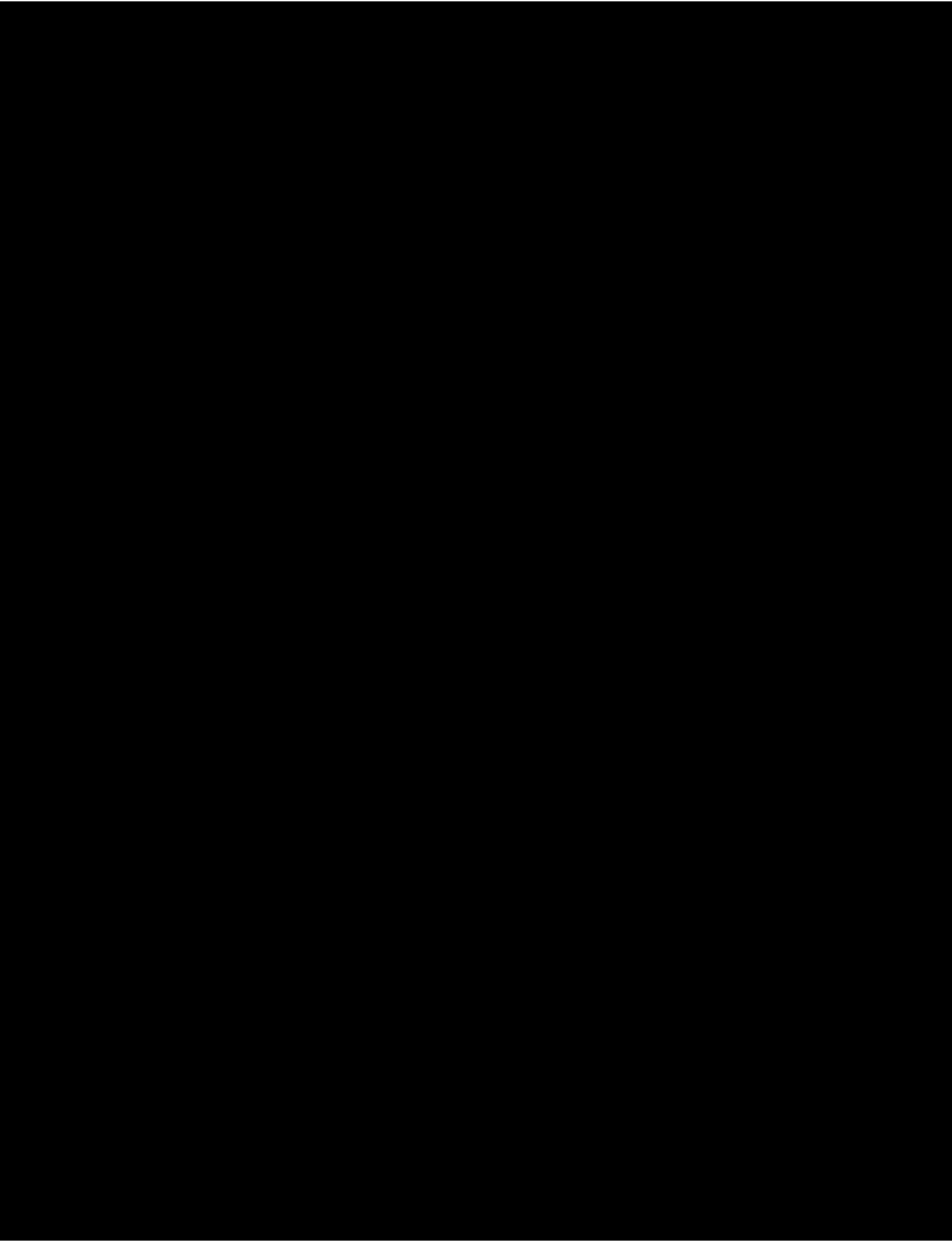


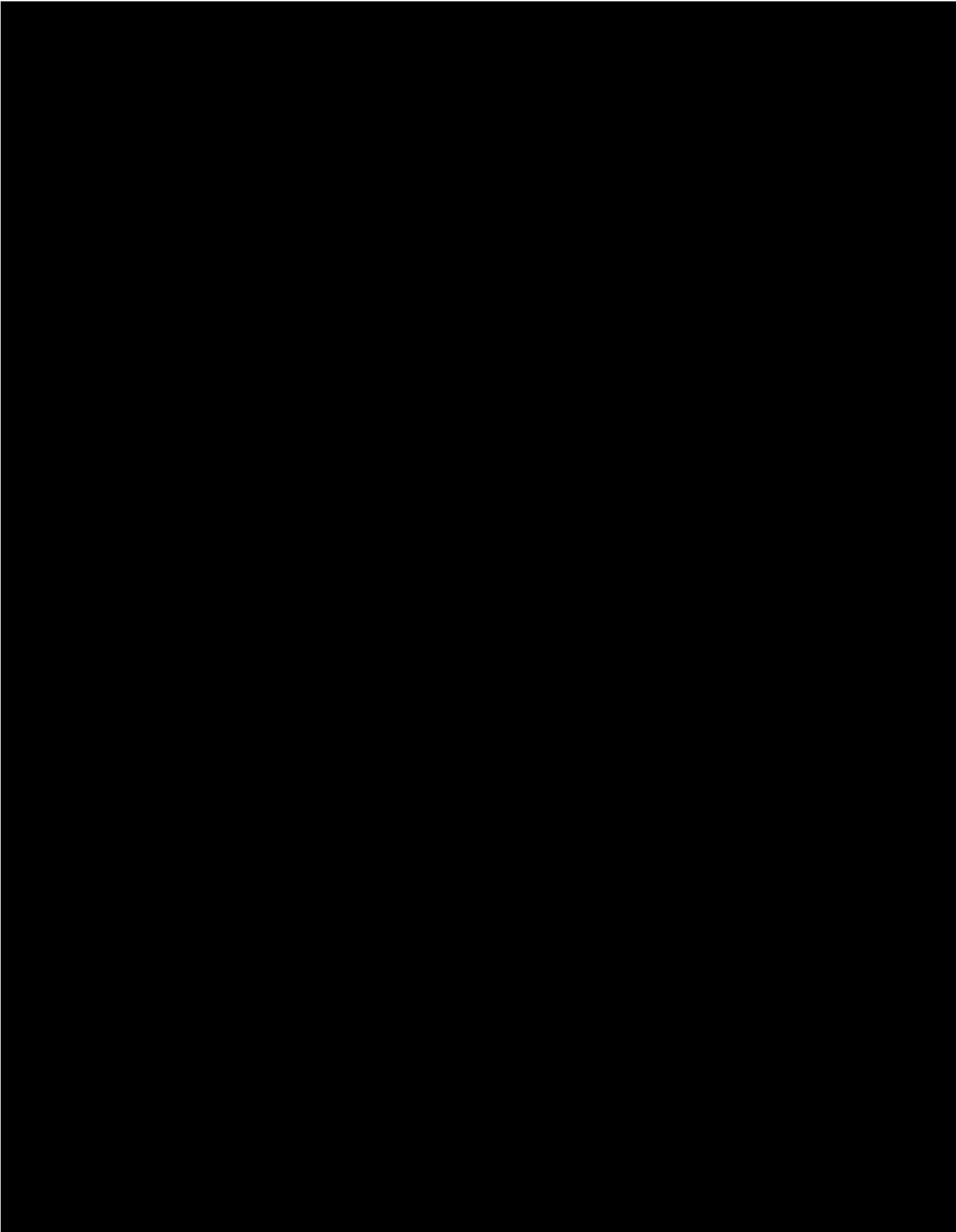


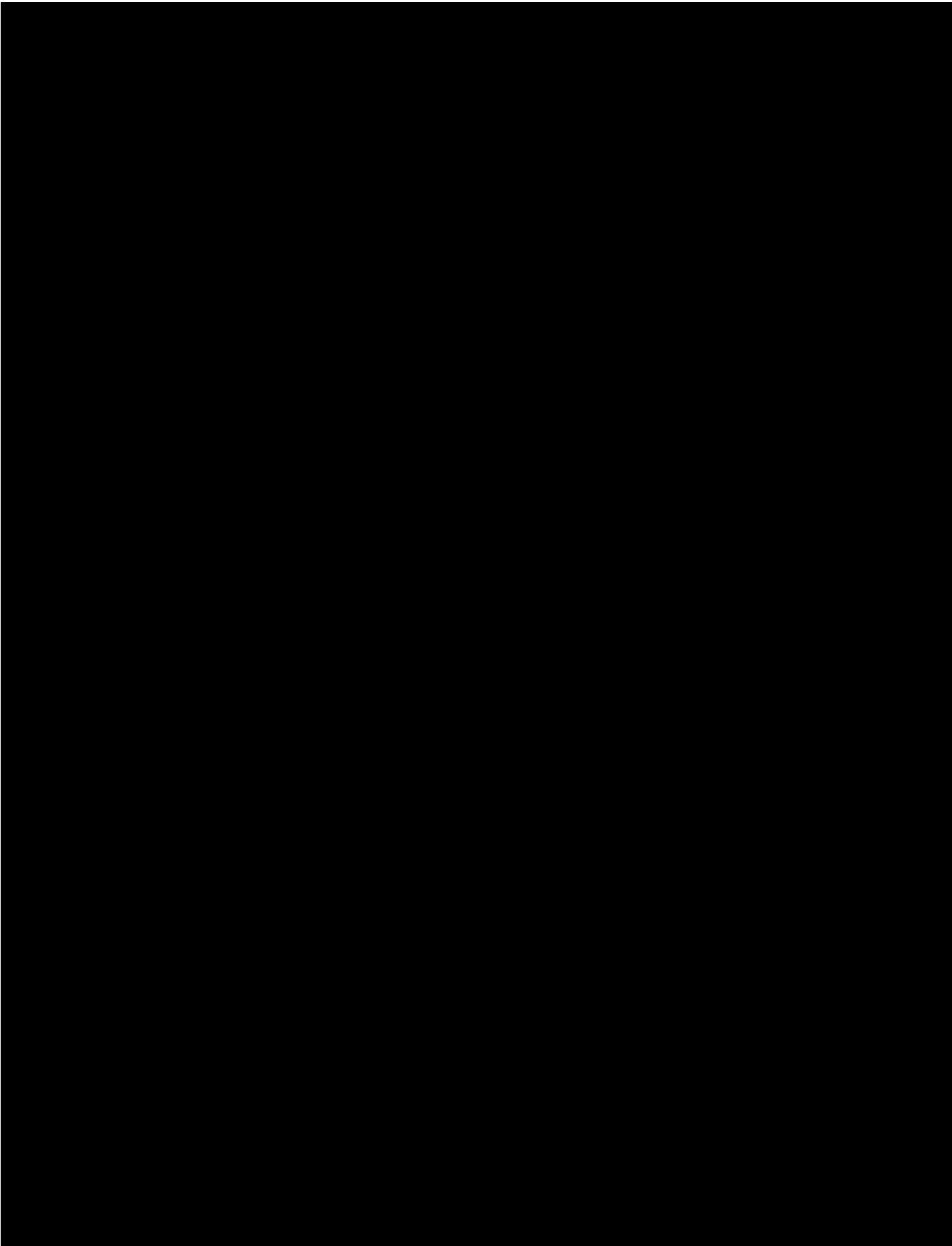


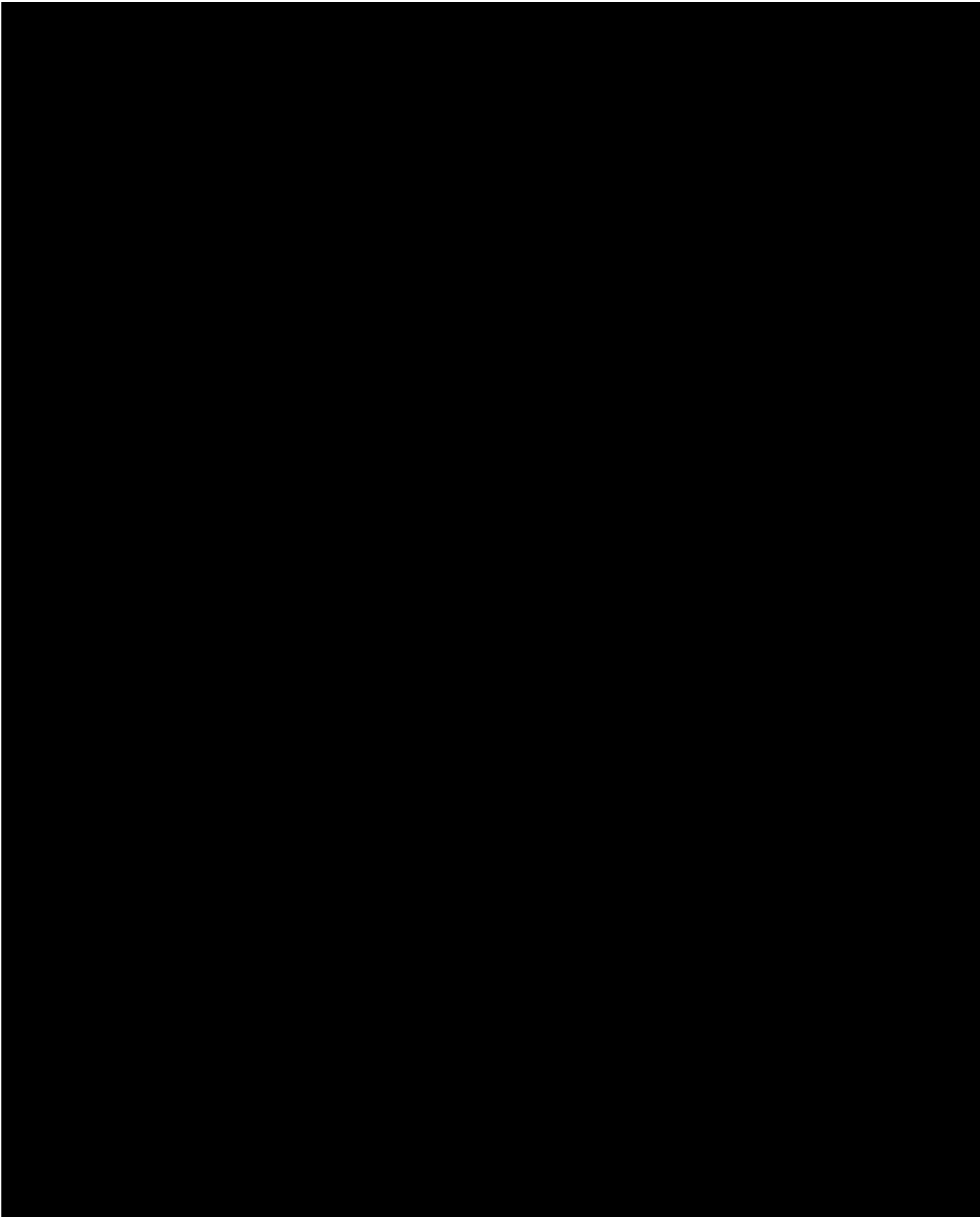


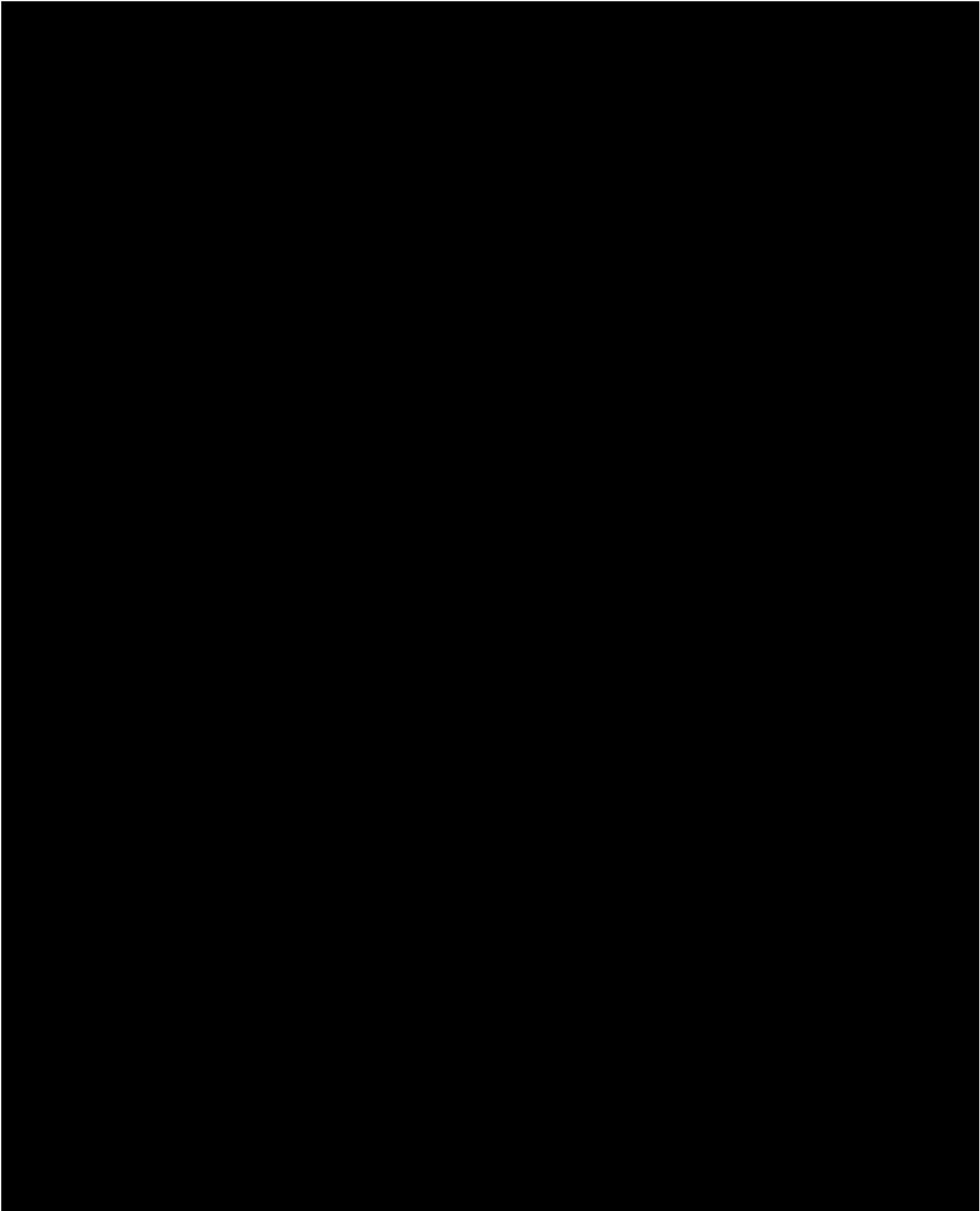


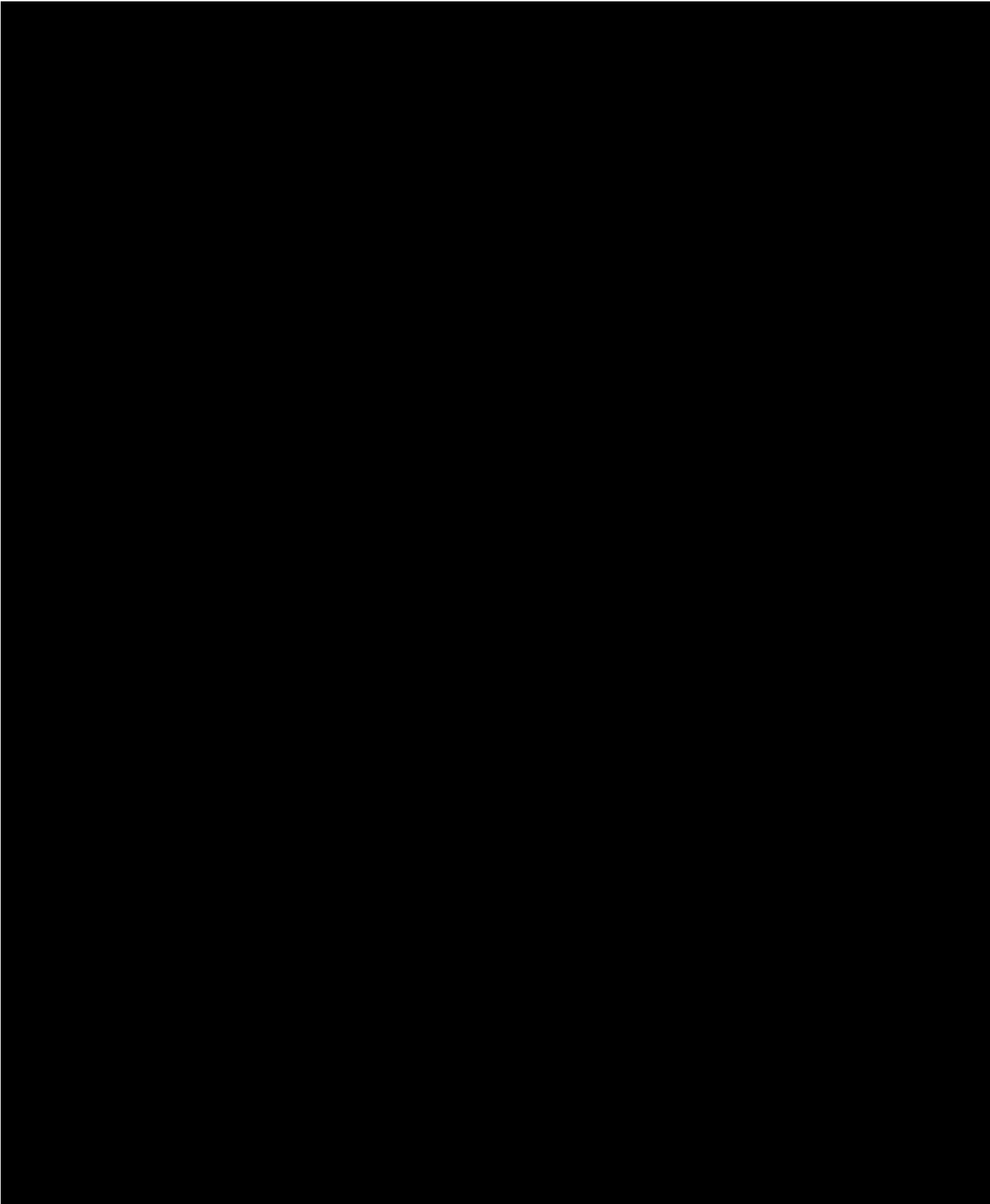












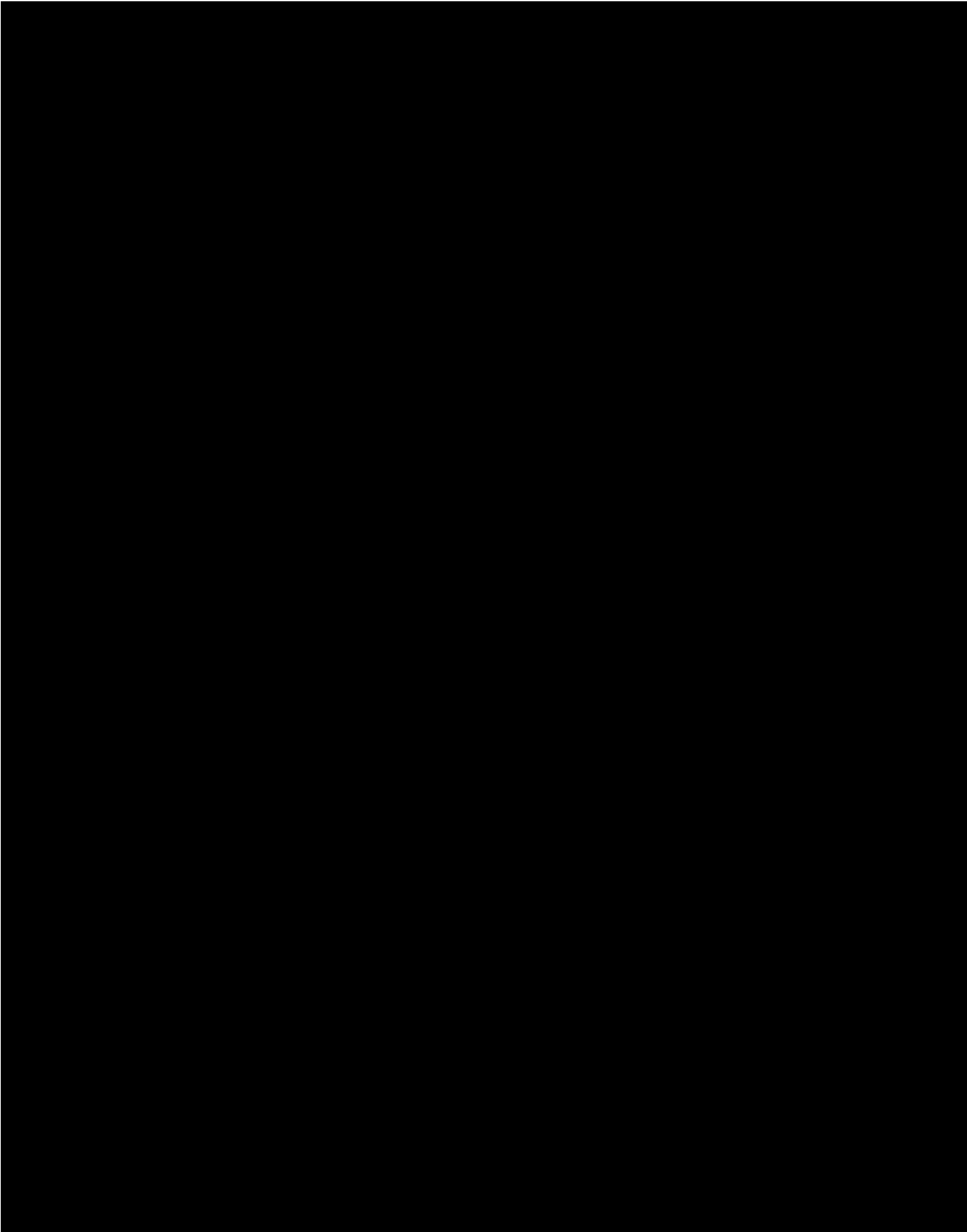




EXHIBIT M (ADDITIONAL HOSTING SERVICES TERMS AND CONDITIONS)

TO THE

COST ACCOUNTING AND DECISION SUPPORT SYSTEM AND SERVICES
AGREEMENT

EXHIBIT M

ADDITIONAL HOSTING SERVICES TERMS AND CONDITIONS

This Exhibit M (Additional Hosting Services Terms and Conditions) is an attachment and addition to the Cost Accounting and Decision Support System and Services Agreement, Agreement No. H-708846, (the “**Agreement**”). Strata Decision Technology LLC (“**Contractor**”) provides Hosting Services, as further described in Section 1 (Services) of this Exhibit M (Additional Hosting Services Terms and Conditions). The County of Los Angeles, a political subdivision of the State of California (“**County**”) desires to obtain the Hosting Services from Contractor, on the condition that the provisions of this Exhibit M (Additional Hosting Services Terms and Conditions), which are deemed a part of and incorporated by reference into the Agreement. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.

1. SERVICES

1.1 IN GENERAL

Contractor shall provide and maintain all Services necessary to host the Licensed Software from the Hosting Environment such that the CADS System shall perform as defined herein, and in accordance with the Specifications, and otherwise in accordance with this Agreement (“**Hosting Services**”).

During the Term of the Agreement, Contractor shall provide County with the Hosting Services set forth in the Agreement, this Exhibit M (Additional Hosting Services Terms and Conditions), and Exhibit A (Statement of Work). In providing the Hosting Services, Contractor shall achieve the Service Levels and performance standards set forth in Exhibit E (Service Levels and Performance Standards) (including the Service Levels set forth in Section 4.4 (Availability Service Level) and 4.5 (Licensed Software Response Times) therein), the Statement of Work, and this Agreement (collectively, the “**Service Levels**”).

Contractor shall provide Hosting Services on a 24x7x365 basis. County personnel must have the ability to submit Support Requests on a 24x7x365 basis for Hosting Services.

Contractor shall maintain a Hosting Environment to support the Licensed Software as to the Version(s) being utilized by County in accordance with Section 9.7.2 (Contractor’s Revisions) of the Agreement.

1.2 ATTRIBUTION AND DISCLOSURES

County may, but is not required to, include such screen credits and/or disclosures for Contractor on the web site as County deems necessary or desirable in its sole discretion to distinguish and disclose Contractor’s role under the Agreement and as appropriate under applicable state and federal laws. Otherwise, County will be under no obligation to provide attribution to Contractor unless otherwise stated within an applicable Exhibit to the Agreement or a marking identifying the work as a copyrighted item. The content of any terms and conditions presented to users of the Services shall be controlled solely by County. In the event of a conflict between Contractor’s privacy policy, if any, and the Agreement, the provisions of this Agreement shall govern.

1.3 USE OF COOKIES ON THE SERVICE

Contractor shall not use “cookies” or any other online tracking technology for purposes of discovering the identity of any users (unless Contractor is specifically authorized hereunder to obtain such information) or tracking the activities of a user after they leave the Hosting Services. Information collected from cookies shall constitute County Confidential Information and shall be subject to the protections provided in Section 6 (Confidentiality) of this Exhibit M (Additional Hosting Services Terms and Conditions) and Section 19 (Confidentiality) of the Agreement. In no event shall such information be sold or otherwise made available to any third-party. Contractor shall use cookies solely for purposes of fulfilling its obligations hereunder. Contractor shall not use cookies from any third-party on its web site. A user’s refusal to accept a cookie shall not preclude that user from fully utilizing the functionality of the Hosting Services. For purposes of the Agreement, a “**cookie**” shall mean a block of data that a server on the World Wide Web stores on a client system. When a user returns to the same web site, the browser sends a copy of the cookie back to the server for administrative purposes.

2. OPERATIONS AND HOSTING SERVICES

2.1 HOSTING HARDWARE MAINTENANCE

Contractor shall schedule and perform maintenance, including preventive maintenance of Hosting Hardware, including, but not be limited to, the repair or replacement of all (i) non-functioning or under-performing Hosting Hardware or (ii) Hosting Hardware no longer supported by its manufacturer and used by Contractor for hosting the Licensed Software, in order to maintain the Service Levels and compatibility with the Licensed Software, and any Revisions to the Licensed Software, and/or Interfaces.

Based on Hosting Hardware platforms recommended by Contractor, Contractor shall maintain compatibility of the Hosting Services and Licensed Software with new Hosting Hardware, Hosting Software, including firmware, operating system software versions, database software versions, Third-Party Products, and configurations. Contractor shall provide quality assurance, testing processes, and take corrective action in collaboration with County personnel to ensure any Licensed Software and Revisions to the Licensed Software are suitable for release. Contractor will provide application upgrades, releases, versions, etc., for all Hosting Software.

2.2 PREVENTATIVE MAINTENANCE

Contractor shall create a schedule of required preventative maintenance tasks for the Hosting Environment to ensure that the Hosting Environment and all components thereof are functioning in accordance with this Agreement. Such preventative maintenance tasks include, but are not limited to, the following:

- (a) Updates, Releases, Enhancements, and Versions for Licensed Software, Interfaces, and Hosting Revisions for Hosting Software; and
- (b) review of Error and other logs to ensure any maintenance required to correct any Errors and restore the Hosting Environment to normal operations is detected and performed in a timely manner and that such information is used to anticipate Errors and make proactive Hosting Error Corrections.

3. HOSTING ENVIRONMENT

Without limiting Contractor's responsibilities described herein or otherwise in the Agreement, Hosting Services shall include the provision of a Hosting Environment to perform in accordance with the Specifications and Service Levels and shall include the following:

3.1 TECHNICAL ENVIRONMENT

The Hosting Environment shall include redundant system components, including:

- Network load balancers, web Servers, and application Servers in a redundant configuration as applies to all Production domains;
- LAN/WAN infrastructure, including networking equipment for an enterprise class data center LAN, networking equipment for connection to circuits to County facilities, connection cabling, and required peripherals;
- Storage Area Network ("**SAN**") using Redundant Array of Independent Disk ("**RAID**") and multiple data paths for storing County's data.

The Hosting Environment shall include, and Contractor shall maintain, one (1) persistent domain for production. Upon County request, Contractor shall additionally provide additional ad hoc "sandbox" environments for County's use on a temporary basis for County testing/certification, training, etc. Unless otherwise agreed in writing by the Parties, such ad hoc environments will be available for twenty (20) business days, not to exceed three (3) ad hoc environments per Contract Year. In addition, Contractor shall provide ad hoc environments to County as needed to validate all Revisions to the Licensed Software and all Hosting Revisions to the Hosting Software as described in Section 9.7.2 (Contractor's Revisions) of

the Agreement. As part of the Hosting Services Contractor shall provide the following Hosting Environment domains as further defined in Section 9 (Hosting Services Assumptions Regarding Infrastructure Domains):

- Production Infrastructure Domain
- Ad Hoc “Sandbox” Environments for Testing, Training, Revision Validation, etc.

3.2 PHYSICAL ENVIRONMENT

The Contractor Primary Data Center and Contractor Secondary Data Center facilities consist of multiple data centers each of which are discrete areas and entirely housed within a larger facility (buildings within a building). The Contractor Primary Data Center and Contractor Secondary Data Center:

- The data centers shall maintain a resiliency/availability rating of 99.9 (i.e., Tier III, as referenced within the Uptime Institute’s Tier classification);
- Are housed in facilities that are designed, built, and maintained according to the FEMA P-361 standard (Design and Construction Guidance for Community Safe Rooms), which defines a safe haven required to survive an EF-5 tornado event;
- Utilize sufficient fire detection and suppression systems and processes that protect County systems and operations and mitigate negative affects to County systems operations in the event of an activation (i.e., VESDA, HFC125 dry agent, secondary backup pre-action dry pipe sprinkler system, etc.);
- Contain dedicated power utility services necessary to maintain operations of the Hosting Environment, including electrical service and components (e.g., utility transformers serving the building and fuel storage to run emergency generators);
- Contain the telecommunications network cable rooms necessary to maintain redundant operations of the Hosting Environment;
- Utilize exterior walls that are made of steel reinforced concrete (a minimum one (1) foot thick); and
- Utilize system of grating, tested to satisfy the FEMA-P361 standard (Design and Construction Guidance for Community Safe Rooms), to protect the air exchange portions of the roof that cover the chilled water systems and generator farms.

The Hosting Environment shall include all necessary facilities and redundant Mechanical, Electronic, and Plumbing (“**MEP**”) components to comply with an availability rating of 99.9% (i.e. Tier III, as referenced within the Uptime Institute’s Tier classification) to include:

- (a) Electrical power infrastructure, including utility-provided electrical power, diesel generators built to support N+2 availability, an on-site fuel supply adequate to support the critical and essential load for at least seventy-two (72) hours, backup local fuel delivered by service providers to ensure uninterrupted fuel replenishment, Uninterruptible Power Supplies (“**UPS**”) designed to support N+1 availability until generators are online in the event of a disruption of utility-provided power, UPS batteries, Power Distribution Units (“**PDU**s”), emergency power off systems, hydrogen sensors, power supplies, transfer switches, load banks, breaker panels, and copper cabling;
- (b) Heating, ventilation and air conditioning (“**HVAC**”), and digital controls systems (i.e., building management) systems built to support N+1 availability to ensure optimal cooling to building infrastructure and all equipment locations (i.e. ductworks, computer room air conditioners (“**CRAC**”) units, condensers, cooling towers, thermostat sensors, hot and cold aisle distribution systems, humidification systems, etc.);
- (c) Plumbing/conduit systems for the routing of cabling (copper and fiber optics), air, water, and fire suppression gasses;

- (d) Fire protection systems, including detection and abatement systems, “cross zoned” heat detectors, fire panels, deluge systems, and gaseous system, designed in accordance with industry best practices and all National Fire Protection Association codes and standards;
- (e) Facilities, including dedicated cage or similar environments, raised floor systems, component racks, cabinets, seismic isolation platforms; and
- (f) Internet and other telecommunications connections delivered into dedicated cage environments to provide multiple distribution paths.

Further facility details regarding the Contractor Primary Data Center and Contractor Secondary Data Center shall be provided by Contractor to County on its request. Contractor agrees to refresh and improve the Contractor data centers during the Term of this Agreement in a manner, determined by Contractor that is consistent with recognized and accepted standards for such facilities.

3.3 PHYSICAL SECURITY ENVIRONMENT

- (a) Contractor shall maintain County’s Hosting Environment in Statement on Standards for Attestation Engagements (“SSAE”) 18 certified facilities, or facilities of successor certification, with, as to each Data Center:
 - Access controlled through documented procedures;
 - 24x7x365 security and technical engineering staff;
 - Physical access which requires government-issued picture identifications for access validation and multi-factor authentication for floor access;
 - Video surveillance monitoring on a 24x7x365 basis; and
 - Access monitored through internal management and logging systems.
- (b) Contractor’s physical environments shall be governed by strict Access Control Lists (“ACL”) for physical access to the environments. All data and storage cabinets will be contained within Contractor’s Data Centers with access only granted to those with a related job responsibility. Both Contractor’s Data Centers and the facilities in which they are housed are secured with locks that require proximity cards for physical access.
- (c) Contractor shall maintain comprehensive security policies, procedures, and controls to govern, support, and secure the Hosting Environment. Security policies and procedures shall be reviewed and updated on a regular basis. Contractor’s security management controls shall be reviewed by an independent third-party firm, on an annual basis, following SSAE 18 or successor certification, guidelines, and format.

3.4 HOSTING ENVIRONMENT SECURITY AND WAN CONNECTIVITY

Contractor shall use secure technology to protect County Data, Personal Data, and other Confidential Information of County and the users of the Hosting Services in its storage and transmission between the user and the Hosting Environment, which shall include the following:

- (a) WAN Connectivity including primary and secondary communications circuits between the Contractor Primary Data Center and Contractor Secondary Data Center and dual points of demarcation at County. County will provide layer two routing and a circuit between these two (2) points of demarcation, with dedicated bandwidth sufficient to support full failover mode in the event of a circuit failure. County will choose two (2) points of demarcation which are readily and commercially available via public carriers. The circuits will be configured in a manner allowing for automated failover and, at County’s option, will be load balanced. The WAN Connectivity will entrust Secure Socket Layer (“SSL”) signed certificates using a minimum 128 bit encryption. A VPN connection utilizing County’s internet connection will be established utilizing Internet Protocol

Security (“IPsec”) with a minimum of 168 bit Triple Data Encryption Standard (“DES”). The VPN connection will represent the failover option in the event the primary and secondary communications circuits are unavailable.

- (b) A network structure protected by redundant clustered firewalls and monitored with intrusion prevention systems. All security systems shall be from leading security industry vendors, implemented in conjunction with Contractor’s third-party security firms, and validated by Contractor’s separate third-party vulnerability/penetration testing firms. The firewall logs shall be reviewed weekly and analyzed proactively by enterprise security management systems to identify security threats. The Hosting Environment shall be safeguarded using Network Address Translation (“NAT”), Internet Protocol (IP) masquerading, port redirection, non-routable IP addressing and ACL’s, multi-factor authentication, and management network segregation.
- (c) Background investigations will be performed in accordance with Contractor’s policies and procedures for all Contractor Personnel performing work at Contractor’s sites under this Agreement. All Contractor’s hosting and support staff shall go through security and privacy training prior to being provided physical access to the Contractor Primary Data Center or Contractor Secondary Data Center.
- (d) Multi-factor devices to access managerial functionality within the environment for administrative access. All user access shall be monitored and managed by the Contractor’s security/compliance department. All Servers, Hosting Hardware devices, software applications, user accounts, security devices, and technical services shall be fully audited and managed in real time by enterprise management and notification systems. Any account, physical, environmental, or security change shall be immediately identified and trigger a notification to all Contractor hosting and security staff. Contractor’s enterprise management systems shall immediately provide an ISO compliance dashboard showing full compliance status with all applicable environmental controls.
- (e) The maintenance of security by restricting access points to all production environments. Strong password rules shall be enforced and the Hosting Environment shall be constantly updated to the vendor-recommended patch levels for security. The Hosting Environment shall be hardened by disabling any non-critical ports, users, protocols, and processes, following vendor’s “best practice” recommendations for security. All environmental operating systems access shall require multi-factor authentication.
- (f) Contractor shall implement and maintain a risk management program that meets HITRUST and SOC requirements, with internal audits conducted to ensure all implemented standards are maintained.
- (g) Extensive change management policies, procedures, and controls. All non-routine environment changes shall require approvals, extensive testing, and full documentation prior to being implemented within the Hosting Environment.
- (h) Extensive incident management and monitoring procedures for the Hosting Environment. Contractor shall notify County of any attacks, service interruption, or threatened or suspected breach of security against the Servers and/or Hosting Services in accordance with the requirements of this Agreement, Exhibit E (Service Levels and Performance Standards), and Exhibit F (Business Associate).

3.5 HOSTING REVISIONS

- (a) Contractor shall implement Hosting Revisions in the Hosting Environment on a regular basis, provided Contractor shall not knowingly implement such Hosting Revisions if the Hosting Revisions could adversely impact performance of the CADS System without direct coordination with the County Project Manager.

- (b) Other than the Hosting Services fee, there shall be no other change or cost to County associated with Hosting Revisions.
- (c) Any Hosting Revisions are expected to comply with federal and state laws and regulations at no additional cost over the monthly Hosting Services fee for Hosting Services under the Agreement.
- (d) Contractor shall provide County with Hosting Revisions, revised related Documentation, and, if necessary, modified procedures, to correct any failure of the Hosting Environment to operate in accordance with the Specifications.

3.6 HOSTING HARDWARE REFRESH SERVICES

Throughout the Term, Contractor shall review at least once every twelve (12) calendar months the performance of the Hosting Environment to determine the need for Refresh Services to the Hosting Hardware currently being used to provide the Hosting Services. Contractor shall provide all Hosting Services required to implement this Section 3.6 (Hosting Hardware Refresh Services) at no additional charge to County except to the extent included in Exhibit C (Fees; Contractor Professional Services Rates) or as otherwise approved in a Statement of Work. Contractor will upgrade and replace all Hosting Hardware in accordance with (a) the technical architecture and standards and timeframes required pursuant to any Statement of Work, and (b) as otherwise required to deliver the Hosting Services in accordance with this Agreement. The Services provided pursuant to this Section 3.6 (Hosting Hardware Refresh Services) are collectively referred to as “**Refresh Services**” and require County Approval prior to implementation.

4. **[INTENTIONALLY OMITTED]**

5. **ADDITIONAL WARRANTIES**

The following language is to be added to Section 17.1 (Contractor’s Warranties) of the Agreement in addition to the Warranties requirements in the Agreement.

5.1 NO DELIVERY OF SOFTWARE

Contractor represents and warrants that, in connection with Hosting Services, Contractor shall not deliver for installation on County’s systems any software or programming, whether created or developed by Contractor or a third-party, except in connection with Contractor’s provision of the Hosting Services or other Services under this Agreement.

5.2 SERVICES NOT TO BE WITHHELD OR SUSPENDED

Contractor represents and warrants that, provided County continues to timely make all undisputed payments, during the Term of this Agreement, Contractor will not withhold or suspend Hosting Services provided hereunder, for any reason, including but not limited to a Dispute between the Parties arising under this Agreement.

6. **CONFIDENTIALITY**

The following language is to be added to Section 19 (Confidentiality) of the Agreement in addition to the confidentiality requirements in Agreement.

6.1 SOLICITATION OF COUNTY USERS

During the Term of the Agreement and thereafter in perpetuity, Contractor agrees not to use Personal Data, whether directly or indirectly, to target or solicit County users or those of its subsidiaries, affiliates with County or commit any other act, or assist others to commit any other act, which , and joint ventures, as such, on behalf of itself or any third-party, including but not limited to, on behalf of entities that provide healthcare related services in direct competition might injure the business of County. Contractor agrees that it will not use or sell to others lists containing information obtained in connection with this Agreement about any County users. Nothing

contained herein shall preclude Contractor from providing services to any County user who independently contacts Contractor, who is responding to a general solicitation of Contractor, or is contacted by Contractor based on information independently derived by Contractor.

6.2 COUNTY DATA

For the avoidance of doubt, all County Data shall be treated by Contractor as Confidential Information under this Agreement even if such County Data, or portions thereof, would otherwise fall under one or more of the foregoing exceptions.

7. SECURITY

The following language is to be added to Section 20 (Security) of the Agreement in addition to the security requirements in the Agreement.

7.1 STORAGE OF PERSONAL DATA

All Personal Data must be stored in a physically and logically secure environment that protects it from unauthorized access, modification, theft, misuse, and destruction. In addition to the general standards set forth above, Contractor will maintain an adequate level of physical security controls over its facilities including, but not limited to, appropriate alarm systems, fire suppression, access controls (including off-hour controls) which may include visitor access procedures, security guard force, video surveillance, and staff egress searches. Further, Contractor will maintain an adequate level of data security controls, including, but not limited to, logical access controls including user sign-on identification and authentication, data access controls (e.g., password protection of your applications, data files, and libraries), accountability tracking, anti-virus software, secured printers, restricted download to disk capability, and provision for system backup.

8. DISASTER RECOVERY AND BUSINESS CONTINUITY

The following language is to be added to the Section 22 (Disaster Recovery/Business Continuity) of the Agreement.

8.1 DISASTER RECOVERY AND BUSINESS CONTINUITY PLAN

Contractor shall establish, implement, and maintain business continuity, recovery, and disruption avoidance procedures for those facilities where the Hosting Services will be performed and for the personnel performing the Services that conform with the Business Continuity Guidelines as described in Exhibit M.1 (Business Continuity Guidelines). Contractor shall provide County with a written copy of its disaster recovery and business continuity plan ("**DR/BC Plan**") as Exhibit M.1-1 (Disaster Recovery and Business Continuity Plan) and all updates thereto during the Term of this Agreement. Any future updates or revisions to the DR/BC Plan, processes, and procedures shall be no less protective than the DR/BC Plan in effect as of the Effective Date. In addition to the requirements stated in this Section 8 (Disaster Recovery and Business Continuity), Exhibit M.1 (Business Continuity Guidelines), any recovery-specific addendums provided by County that reference this Agreement or the relevant Statements of Work may provide additional detailed specifications for recovery as appropriate to County's requirements.

In the event of an unplanned interruption of the Hosting Services, Contractor's alternate data center will be invoked, with production computing systems being recovered first, followed by non-production computing systems. In an unplanned interruption of the Hosting Services, Contractor will use reasonable efforts to recover County systems and Hosting Services as quickly as possible.

In the event of an unplanned interruption of the Hosting Services, Contractor's emergency response team will be mobilized. The CADS System backups will be used to recover the production Hosting Services in the Contractor Secondary Data Center, equipment (e.g., servers, storage) will be provisioned as quickly as possible, and recovery of County's production Hosting Services will

begin. As County's recovery processes complete, County will be notified to begin testing the recovered Hosting Services in preparation to return the Hosting Services to the end-users.

8.2 PLAN AUDIT

Contractor shall have an annual audit performed of its DR/BC Plan, and shall provide County with a summary of: (a) the results of the audit report, and (b) the corrective actions or modifications, if any, Contractor will implement in response to the audit.

8.3 PLAN TESTING

On at least an annual basis, Contractor shall test its DR/BC Plan, including activation of its backup facilities and capabilities, and review and update the DR/BC Plan accordingly. Within thirty (30) calendar days of completion of each such test, Contractor shall provide County with a summary of the test results and actions taken in response to the test of the DR/BC Plan. Contractor shall provide reasonable evidence that any identified deficiencies discovered through either testing or an audit have been corrected and verified through additional testing.

8.4 ONSITE REVIEW OF CONTRACTOR FACILITIES

Upon reasonable advance written notice, County may, at its option, elect to conduct onsite reviews of Contractors' facilities for, but not limited to:

- (a) assessing the viability of recovery processes, procedures, and facilities;
- (b) ensuring that Contractor Personnel are fully aware and currently trained on recovery processes and procedures; and
- (c) assessing the safety and soundness of primary and recovery facilities.

8.5 RECOVERY TIME REQUIREMENT

Contractor shall provide business continuity for both production use and business continuity environments according to the DR/BC Plan as described in Exhibit M.1-1 (Disaster Recovery and Business Continuity Plan), which shall include providing a Hosting Environment at a High Availability. "**High Availability**" shall mean the availability of Contractor Secondary Data Center to be utilized in the event the Contractor's Primary Data Center becomes unavailable, is malfunctioning or otherwise fails to meet Specifications. In an unplanned interruption of the Hosting Services, Contractor will recover the Hosting Services as quickly as possible, and Contractor will escalate the issue to the Contractor Project Director. Working with the joint County/Contractor situation management teams, Contractor will establish an estimated time for recovery of the Hosting Services and coordinate with County to implement the most appropriate ongoing communication plan until the Hosting Services have been recovered. The Contractor Secondary Data Center becomes available for Production Use in three (3) days or less from an event in which the Contractor Primary Data Center becomes unavailable, is malfunctioning or otherwise fails to meet Specifications ("**Recovery Time Objective.**") Also, Contractors Secondary Data Center will become available for Production Use with loss of data submitted by user limited to twenty-four (24) hours or less, for transactions that have not been committed to the database at the time of failure in the Contractor Primary Data Center ("**Recovery Point Objective**").

8.6 CONTRACTOR SECONDARY DATA CENTER

As of the Effective Date, Contractor shall have a Secondary Data Center in an alternate location deemed to be geographically dispersed. The Contractor Secondary Data Center shall not be located on the same electrical power grid or same telecommunications lines or the same: (a) floodplain, (b) line of prevailing weather patterns, (c) earthquake fault zone, or (d) tsunami susceptible coastal region as the Contractor Primary Data Center. Contractor shall ensure the recovery site will be properly equipped with sufficient backup generators dedicated for Contractor's use to support all Services, with the amount of fuel on-site that will enable the site to operate for seventy-two (72)

hours or whatever the local maximum fuel storage regulations will allow. Contractor shall provide a written confirmation that it has in place written agreements with primary and backup local fuel service providers to ensure uninterrupted replenishment of Contractor's supplies. Contractor shall provide written confirmation that its local fuel suppliers are not dependent on public commercial power in order to fulfill this requirement. Contractor is committed to continuous operation of the Hosting Environment including fuel for its redundant generators, however, the specific generator load capacity in the event of an outage is dependent on the conditions and cannot be specifically identified. Contractor shall ensure that the DR/BC Plan and recovery processes and procedures support relocation of Hosting Services performed to the recovery site to meet the requirements of this Agreement and all applicable Service Levels.

8.7 DR/BC PLAN SUBMISSION

If the recovery facility is not permanently dedicated to recovery of services provided to County, Contractor shall provide documented procedures and agreements with any other user of the facility that such users will be preempted to provide the capacity to meet the requirements of this Agreement. Contractor shall ensure the DR/BC Plan and recovery processes and procedures support relocation of Services to the recovery site to meet the requirements of this Agreement and all applicable Service Levels. The DR/BC Plan and all recovery processes, policies, and facilities must be submitted to County for Approval by four (4) weeks prior to the start of provision of the Hosting Services covered by this Agreement. The DR/BC Plan shall be tested prior to the start of provision of the Hosting Services covered by this Agreement.

8.8 BACKUP COPIES

Contractor shall create daily backup copies of all County Data and other work related to the Services and shall transmit (either electronically or via physical backup media) such copies to a backup facility each day such that the maximum data loss from the complete loss of the primary facility is no more than twenty-four (24) hours. The backup facility must be in a secured and accessible location that is geographically dispersed from the primary facility.

8.9 ALTERNATE SITES OR STORAGE FACILITIES

Contractor shall ensure that the provisions for information security, physical security, and information privacy specified in this Agreement are implemented at any alternate or backup site or storage facility and for any information transmitted between the primary site and alternate sites or storage facilities.

8.10 RIGHT TO TERMINATE

In the event Contractor fails to develop the foregoing recovery site and continuity practices described within this Section 8 (Disaster Recovery and Business Continuity) within the prescribed time, County may, in its sole discretion, terminate this Agreement without further obligation, including payment of any stranded costs.

8.11 FORCE MAJEURE NOT APPLICABLE

The provisions of Section 29.1 (Force Majeure) of the Agreement relating to events of force majeure shall not relieve Contractor of its obligations under this Section 8 (Disaster Recovery and Business Continuity).

9. HOSTING SERVICES ASSUMPTIONS REGARDING INFRASTRUCTURE DOMAINS

The Hosting Services are provided with the assumption that the following infrastructure domains will be provided by Contractor:

Infrastructure Domain	Infrastructure Domain Description
Production Infrastructure Domain	One (1) Production Infrastructure Domain available in accordance with the Implementation Services and Exhibit A.5 (Project Work Plan) and continuing through the Support Term.
Ad Hoc “Sandbox” Environments for Testing, Training, Revision Validation, etc.	Additional ad hoc “sandbox” environments for County’s use on a temporary basis as described in Section 3.1 (Technical Environment) for training, testing, validating Revisions, etc. shall be provided by Contractor throughout the Support Term.



EXHIBIT M.1 (BUSINESS CONTINUITY GUIDELINES)

TO THE

COST ACCOUNTING AND DECISION SUPPORT SYSTEM AND SERVICES
AGREEMENT

EXHIBIT M.1

BUSINESS CONTINUITY GUIDELINES

The following represent guidelines for Contractor's Business Continuity programs in support of County. Contractor shall provide County with a written copy of its disaster recovery and business continuity plan (collectively, the "**DR/BC Plan**") as "Exhibit M.1-1 (Disaster Recovery and Business Continuity Plan)."

Contractor must be able to demonstrate a viable Business Continuity program that includes Planning, Testing, and Reporting components which will support contracted Service Level Agreements. Contractor must also demonstrate a process by which the overall program is maintained and kept current. Contractor shall certify on a quarterly basis to County that all required plan maintenance has been performed and that the plan is up to date.

1. The Plan shall include, but is not limited to, the following content:

1.1 Overall Program Description:

- (a) Affiliate name, description, and operational location(s)
- (b) Version Information:
 - (i) Current Version and Approval Date
 - (ii) Version History
- (c) Most Recent Test Date
- (d) Plan Author, Owner, and Approver

1.2 For each function performed on behalf of County:

- (a) Description including location(s), both primary and backup, where work is performed as well as Service Level Agreement
- (b) Criticality as agreed between Contractor and County
- (c) Recovery capability for potential service disruptions including but not limited to:
 - (i) National and/or Regional risks such as weather hazards, political issues, geologic instability, etc.
 - (ii) Loss of primary workspace
 - (iii) Loss of supporting infrastructure – telecommunications, networks, etc.
 - (iv) Loss of critical third party contractors
 - (v) Unavailability of personnel – all potential situations including but not limited to widespread medical emergencies including pandemics
- (d) Recovery Strategies

1.3 Recovery Team including roles, responsibilities, staffing, training, and awareness programs

- 1.4 Internal notification and escalation process
 - 1.5 Notification and disruption management process with County and other external entities
 - 1.6 Site evacuation and/or relocation strategies
 - 1.7 Detailed tasks and procedures including but not limited to:
 - (a) Tasks to be performed and estimated duration
 - (b) Dependencies
 - (c) Required providers, sub-contractors, and suppliers
 - (i) Including contact information, access/account numbers, activation instructions and authorized personnel at Contractor who may initiate Contractor recovery activities
 - 1.8 Evidence that Contractor has required and verified Recovery capability of sub-providers and other parties that Contractor is dependent on to provide Services to County.
2. The Test Planning Process shall include, but is not limited to, the following content:
- 2.1 Testing Methodology, Scope, and Objectives including but not limited to:
 - (a) Support for Plan and Contract requirements
 - (b) Documentation of variances between test objectives and contract requirements (if any)
 - (c) Documentation of variances between test and actual disruption recovery processes (if any)
 - (d) Performance measurement requirements
 - (e) Success criteria
 - (f) Issue tracking, management, and resolution processes and procedures
 - (g) Involvement of external entities such as County, infrastructure providers, and third party Contractors
 - 2.2 Test Environment Setup and Execution including but not limited to:
 - (a) Environment configuration and capacities
 - (i) Documentation of variances between test and production environments such as transactions, number of users, data source sizing, etc.
 - (b) Test cases and execution scripts
 - (c) Resource requirements including but not limited to:
 - (i) Technology and facility infrastructure

- (ii) Personnel – primary and backup staff participation
 - (iii) External entity involvement
- (d) Measures to isolate production systems from possible disruption during the course of testing

3. The Test Reporting Process shall include, but is not limited to, the following content:

- 3.1 Testing results summary including overall success or failure of the test
- 3.2 Testing results vs. objectives
 - (a) Explanation of discrepancies (if any)
- 3.3 Listing of issues from prior tests that were confirmed as being resolved with this exercise
- 3.4 Listing of issues identified including priority, responsible party and schedule for resolution
- 3.5 Statement as to whether test results demonstrate ability to meet contract requirements should a real disruption occur
- 3.6 Final test plan that was used (as an appendix)



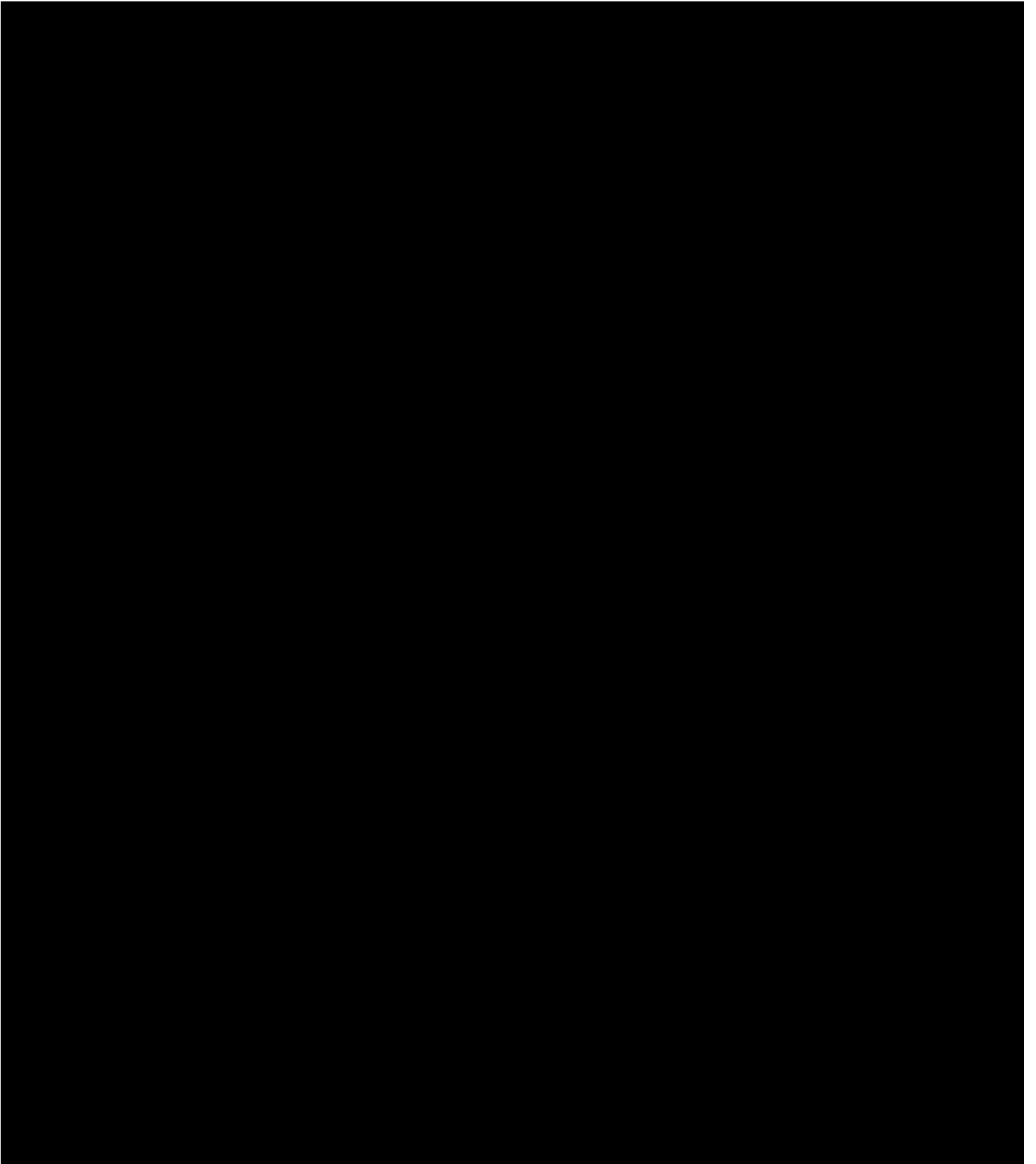
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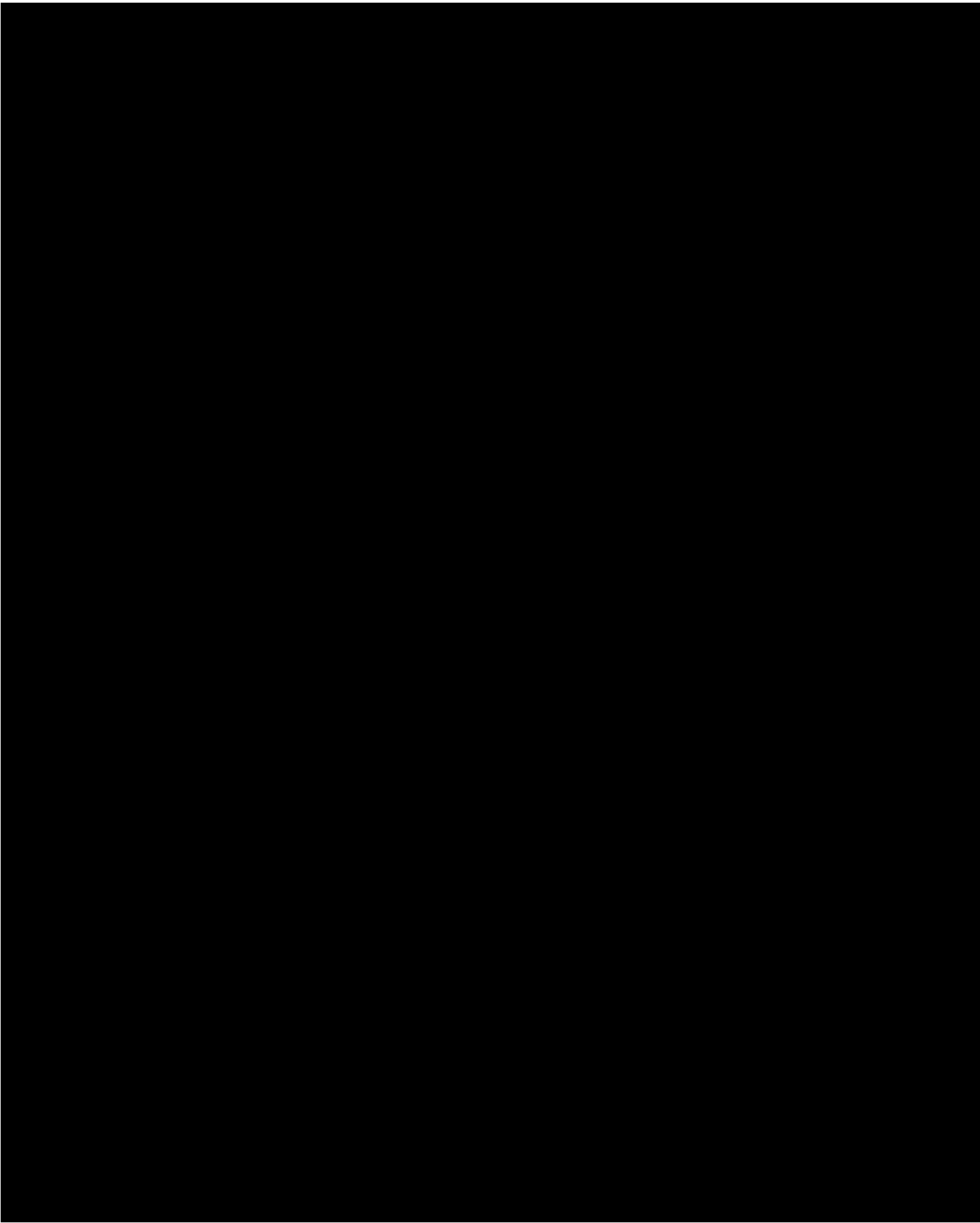
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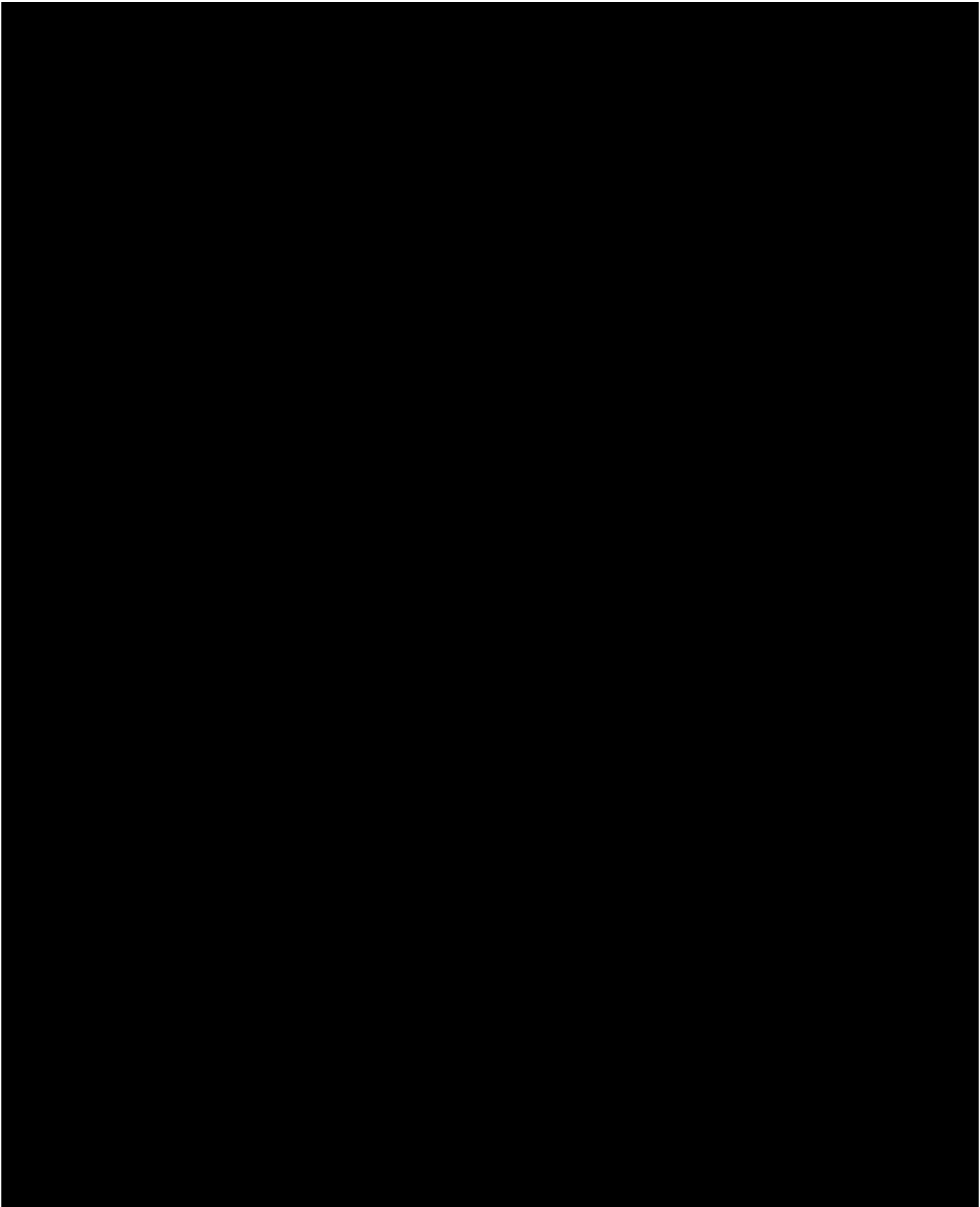
COST ACCOUNTING AND DECISION SUPPORT SYSTEM AND SERVICES AGREEMENT

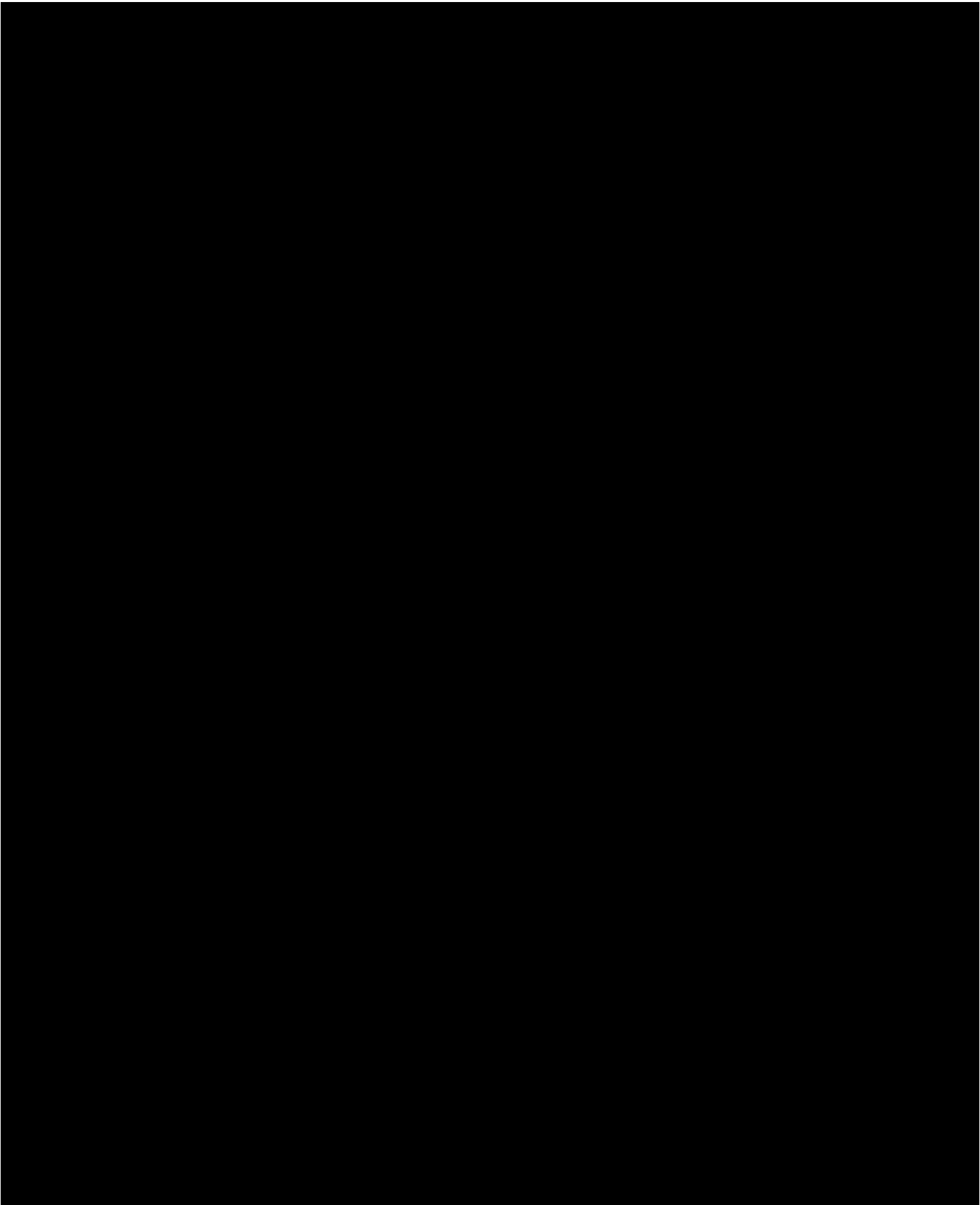
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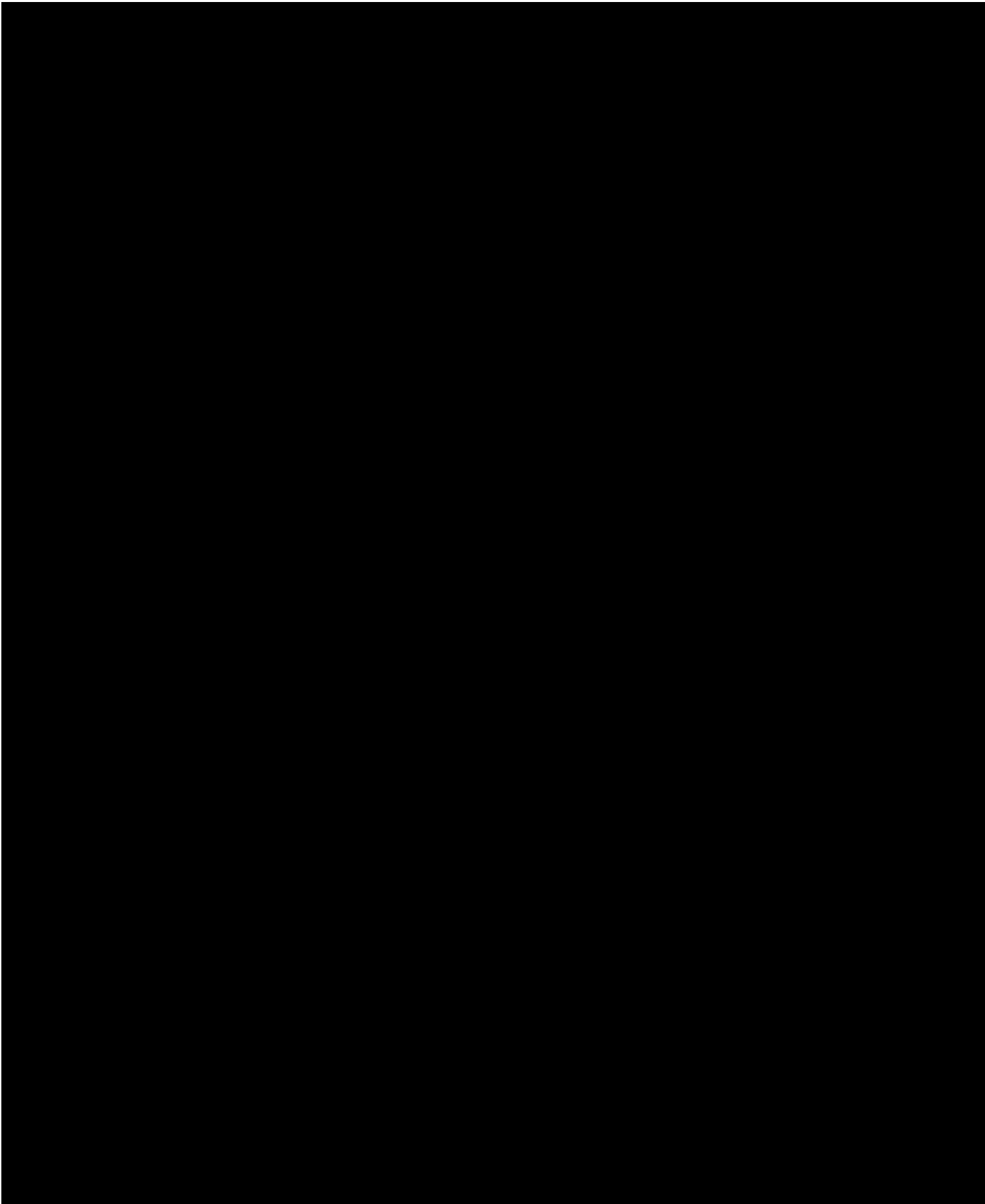
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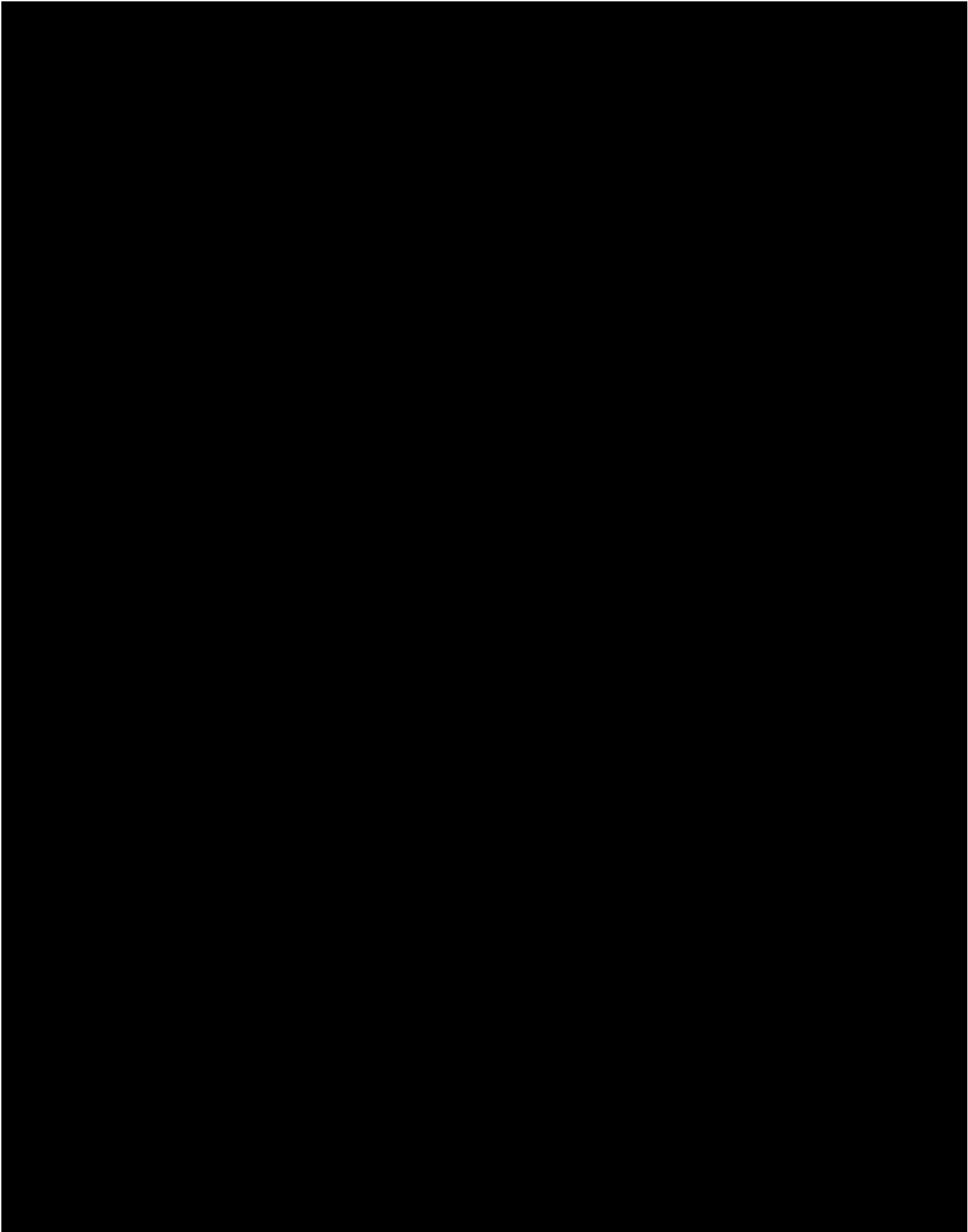


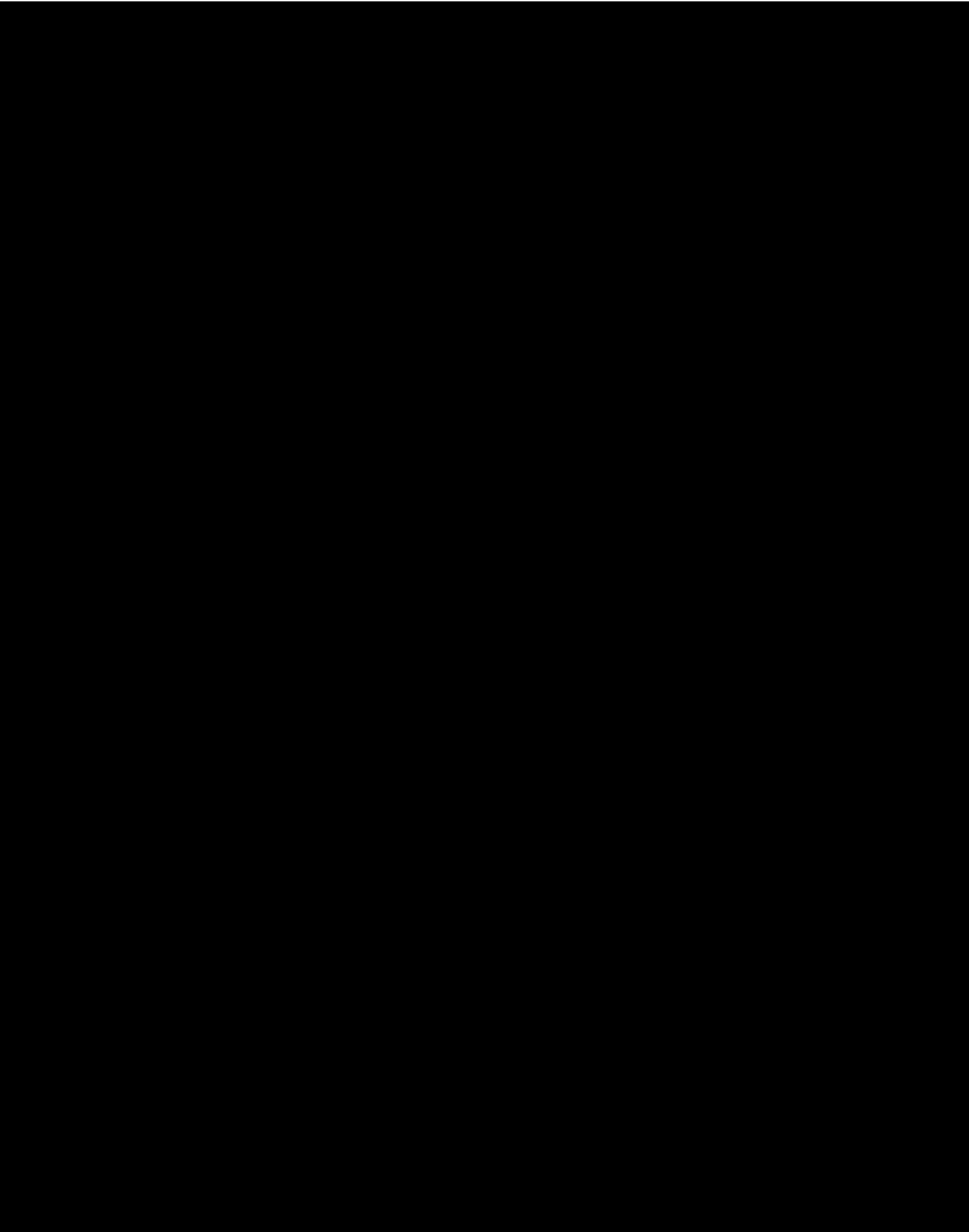


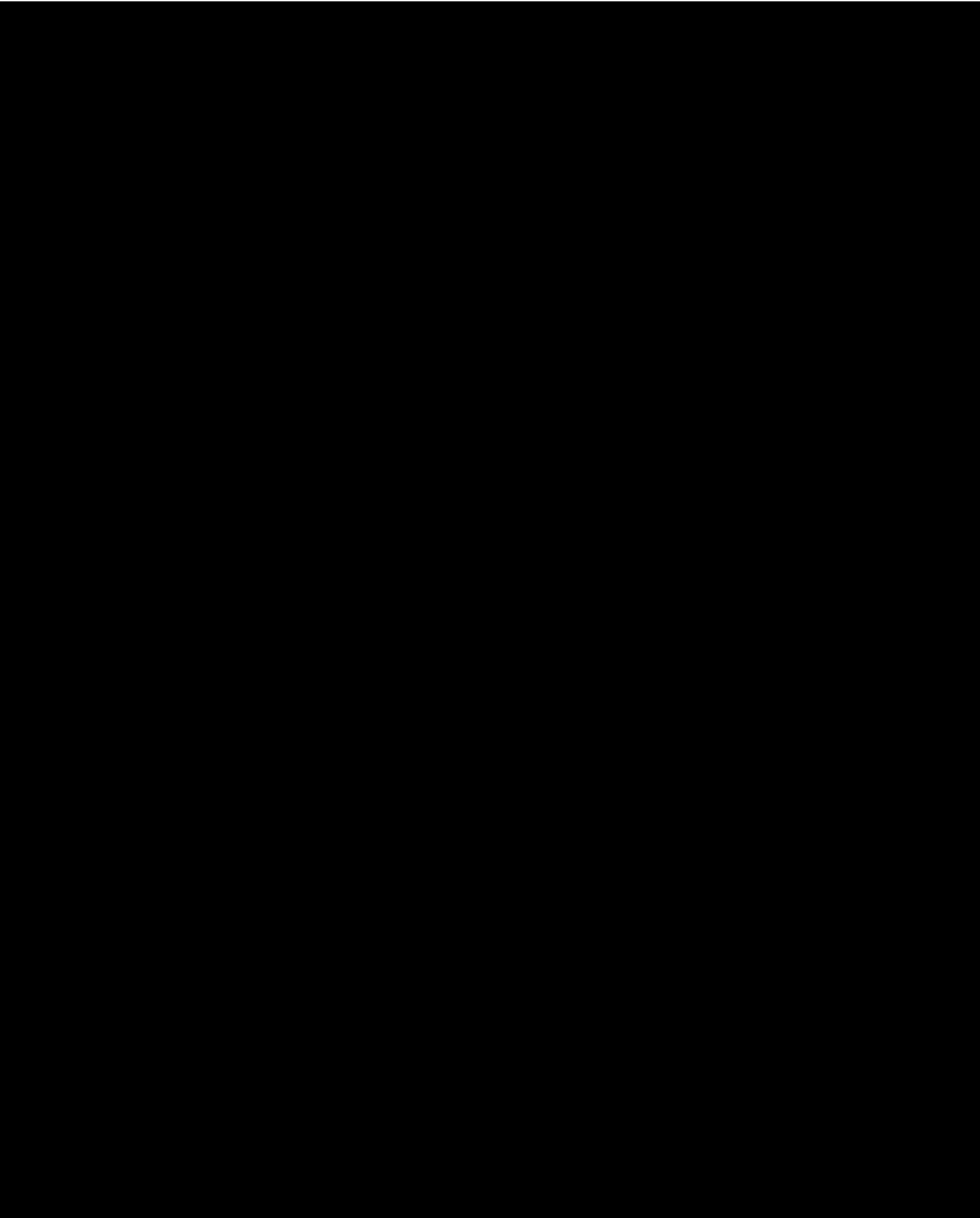


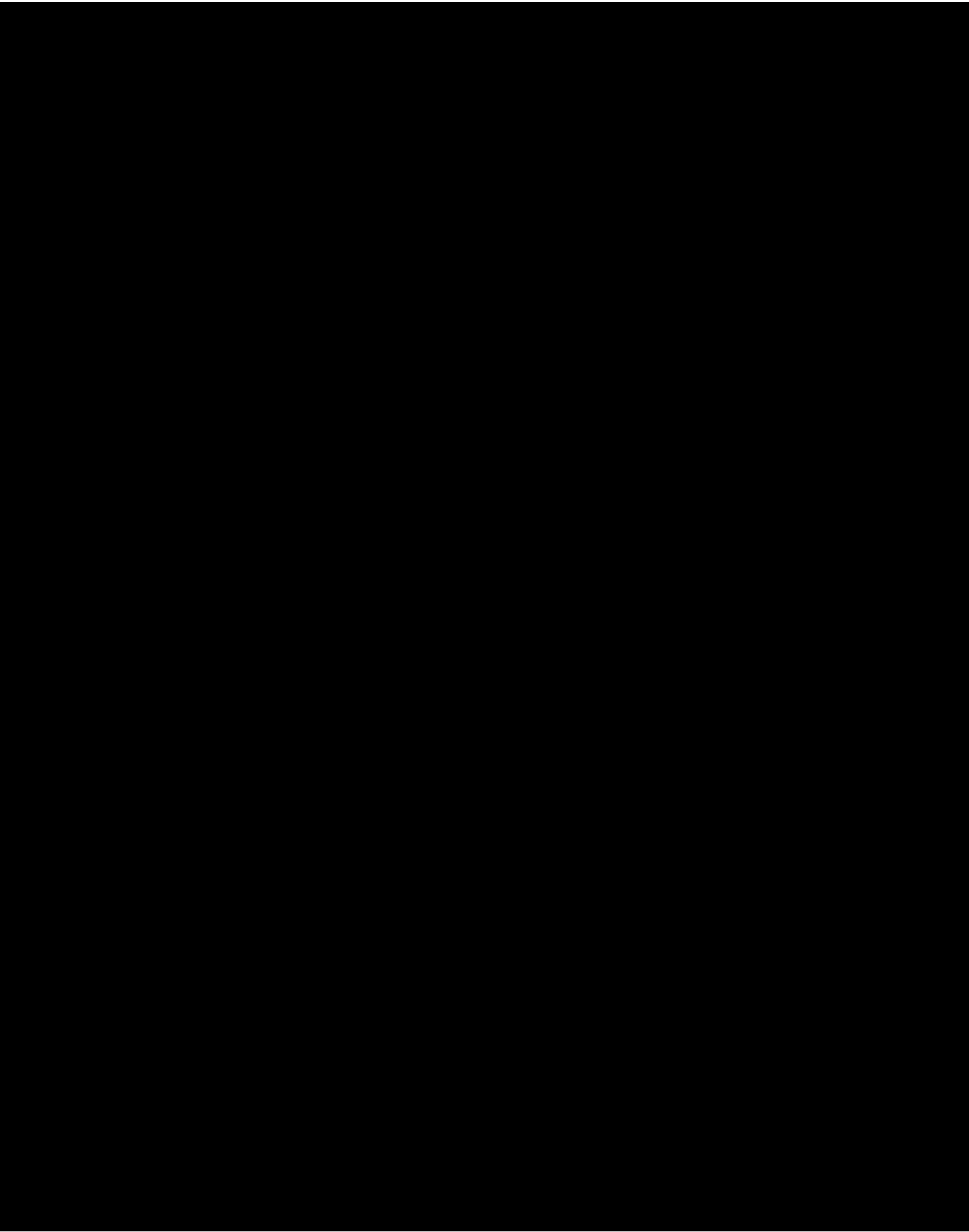


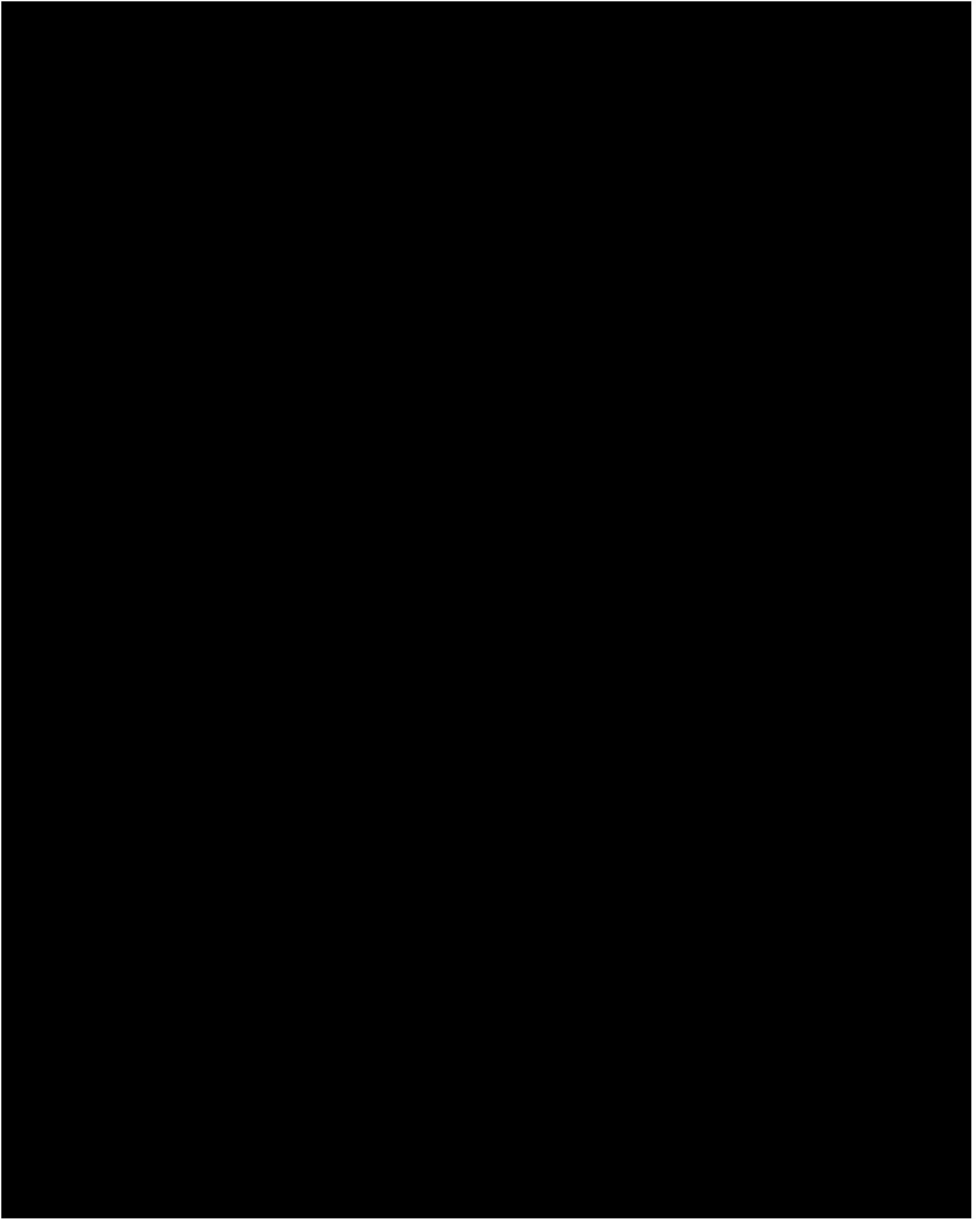


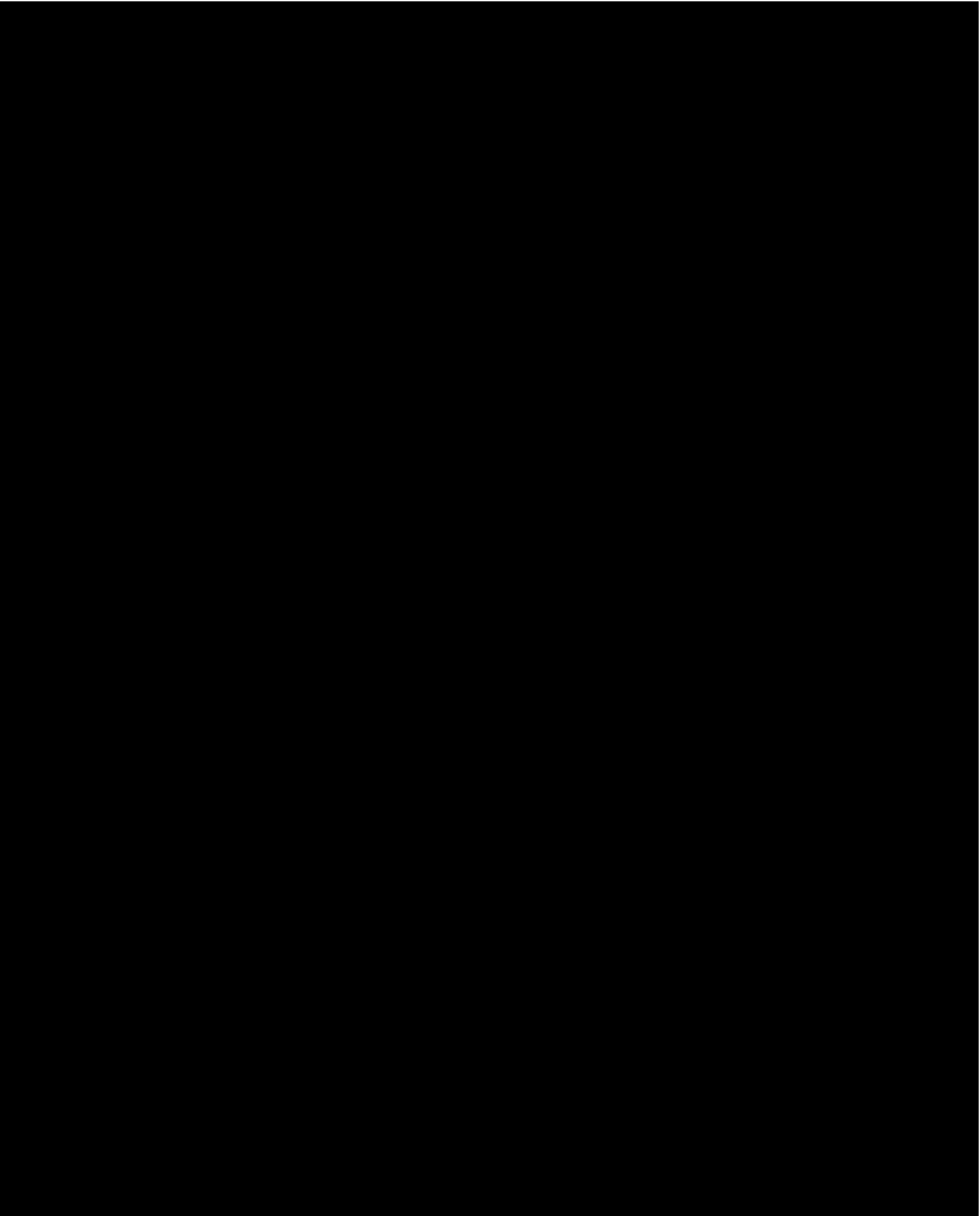


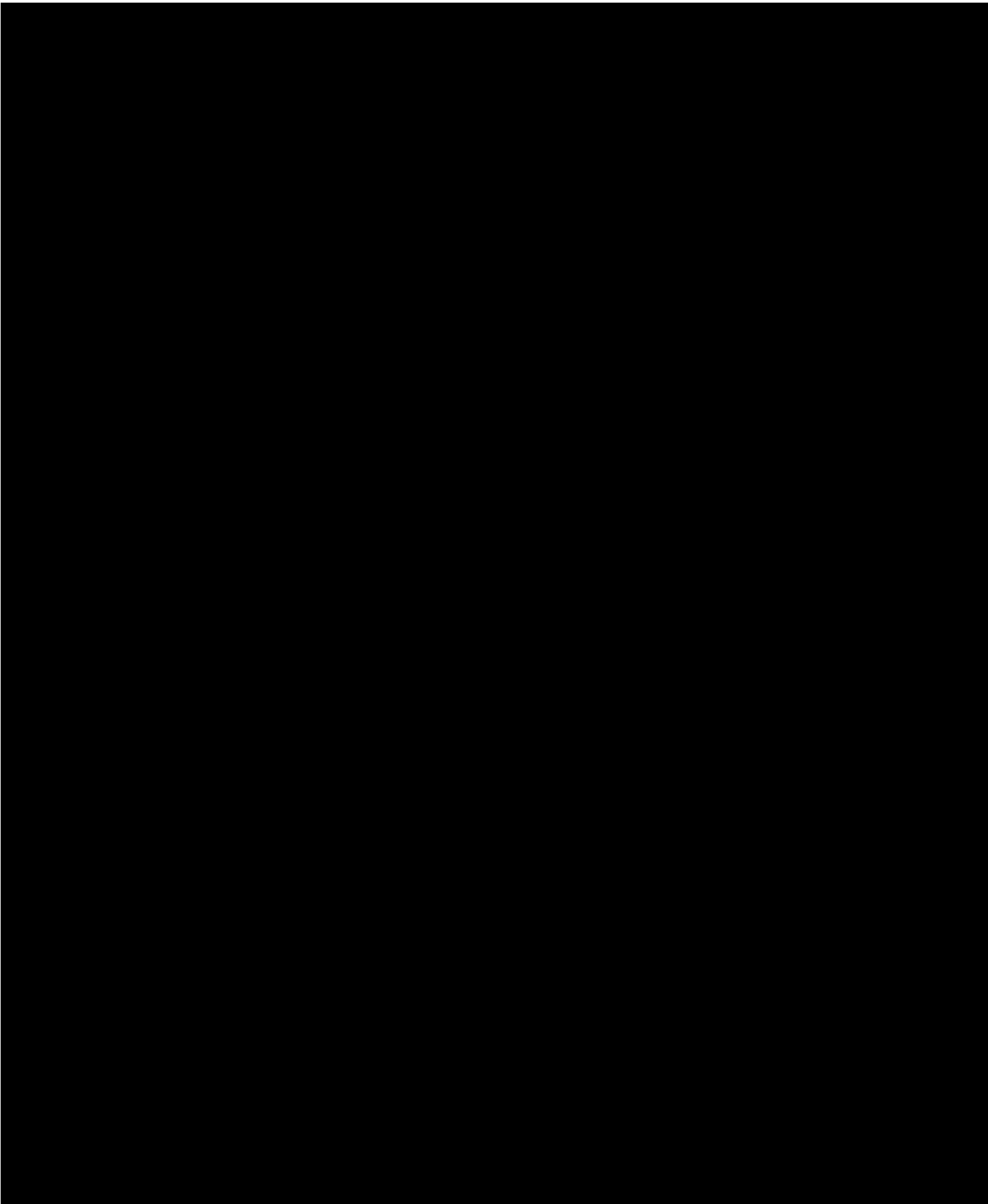


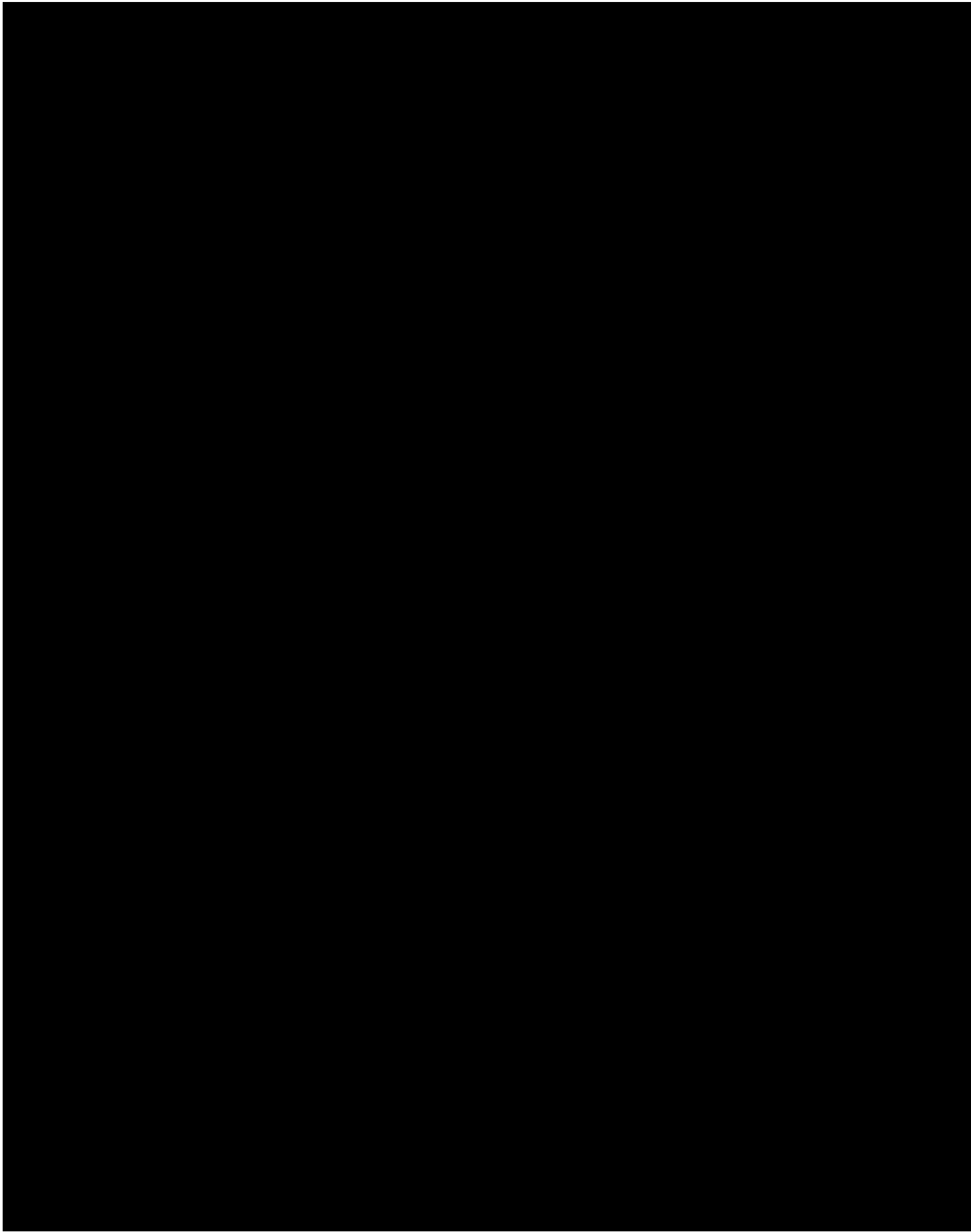


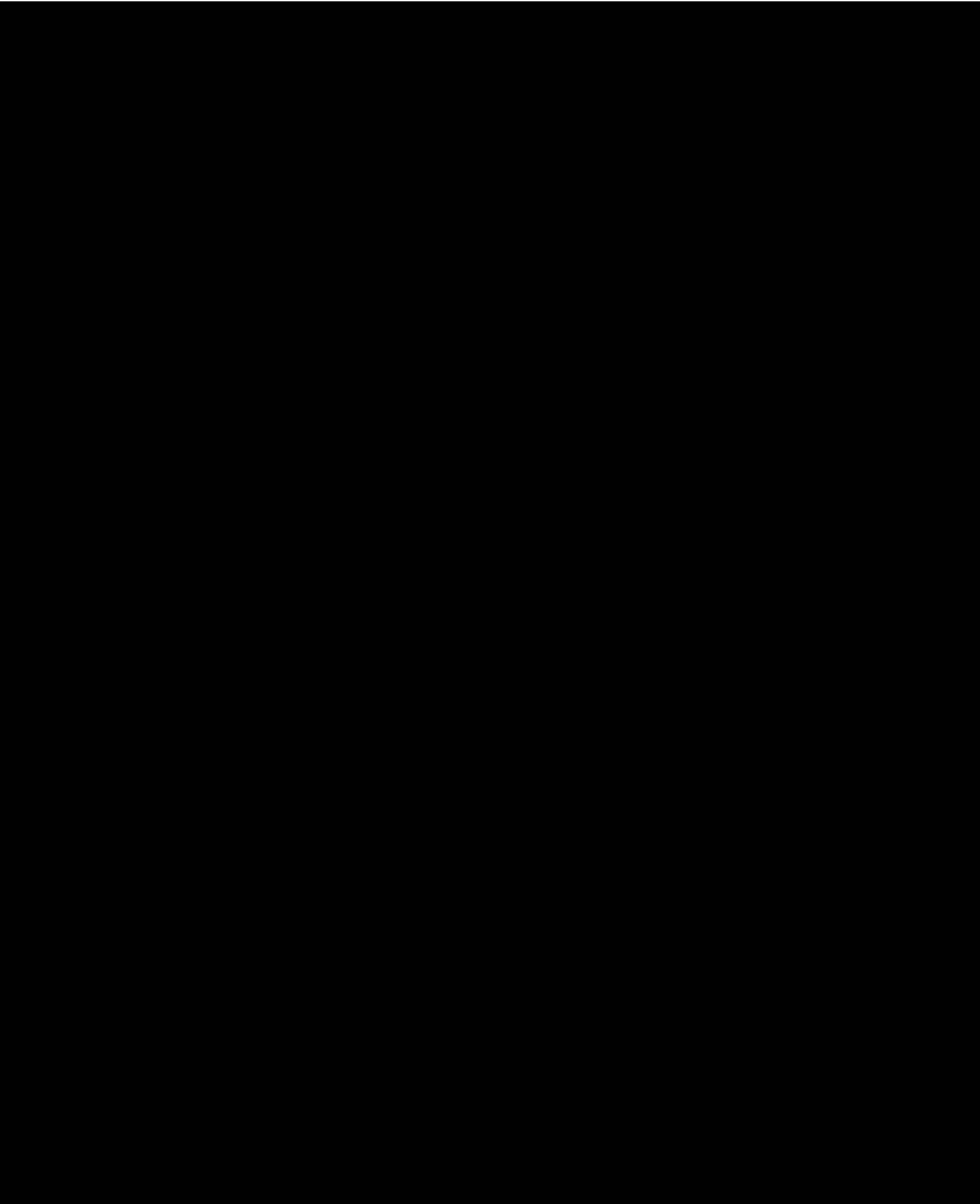


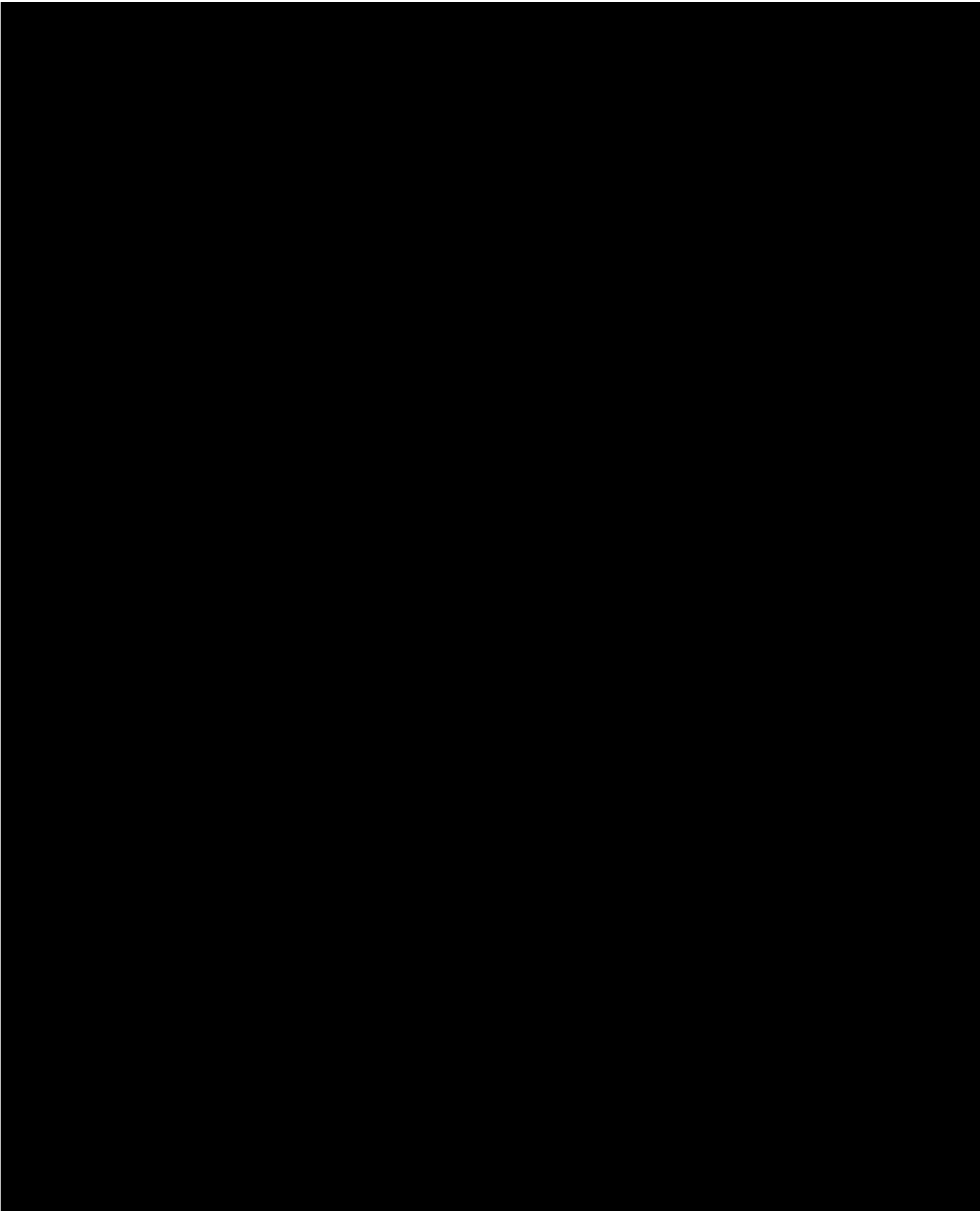


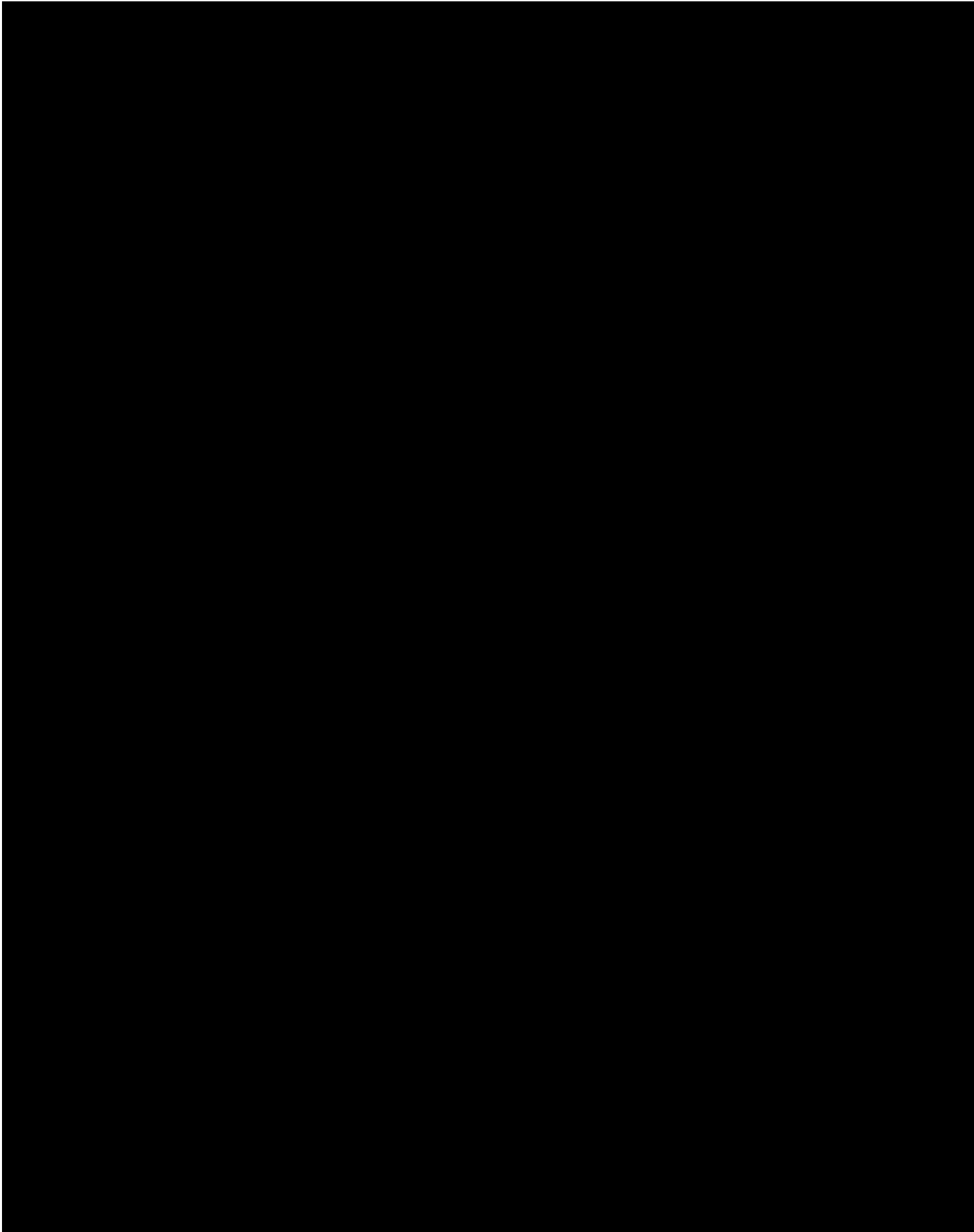


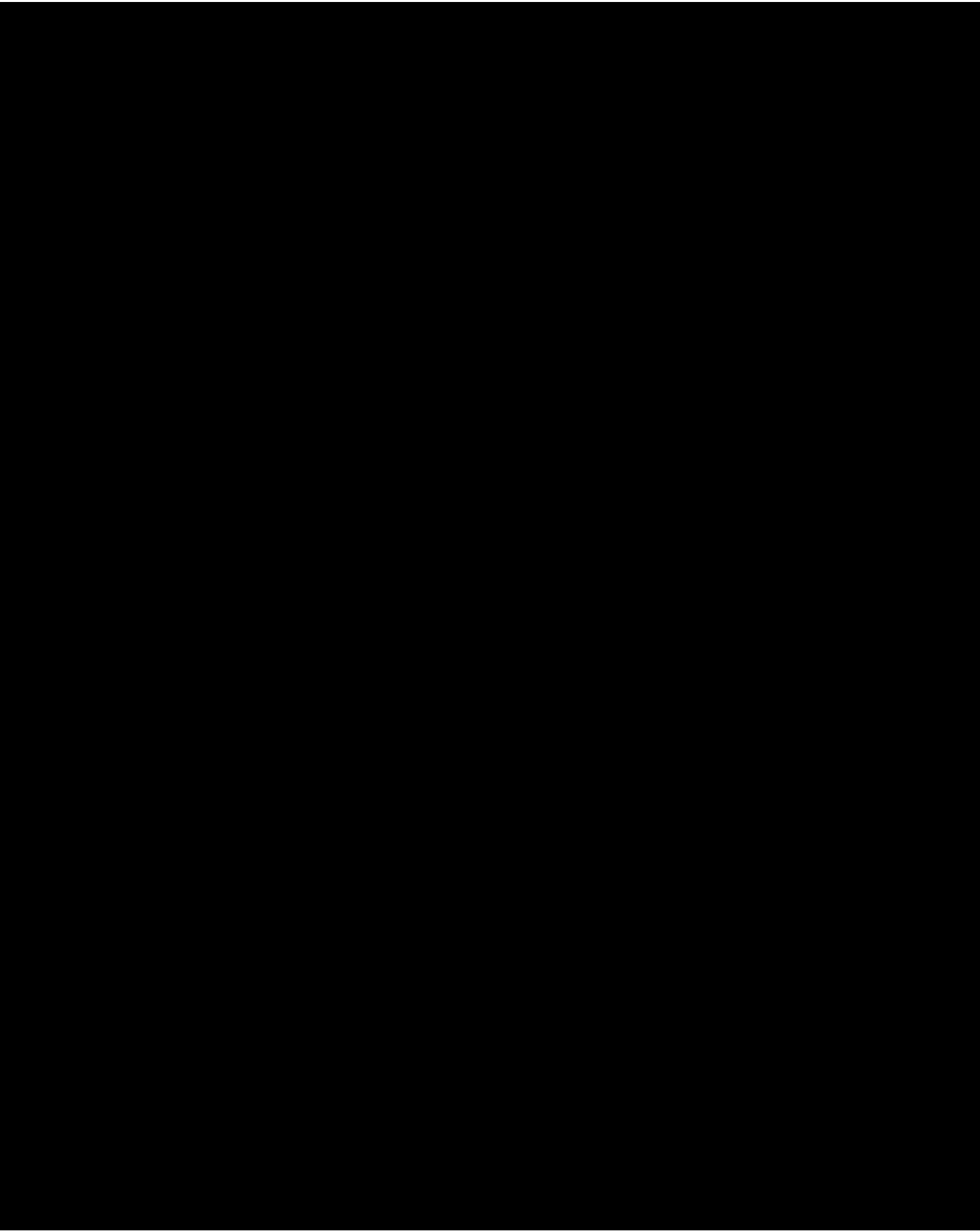












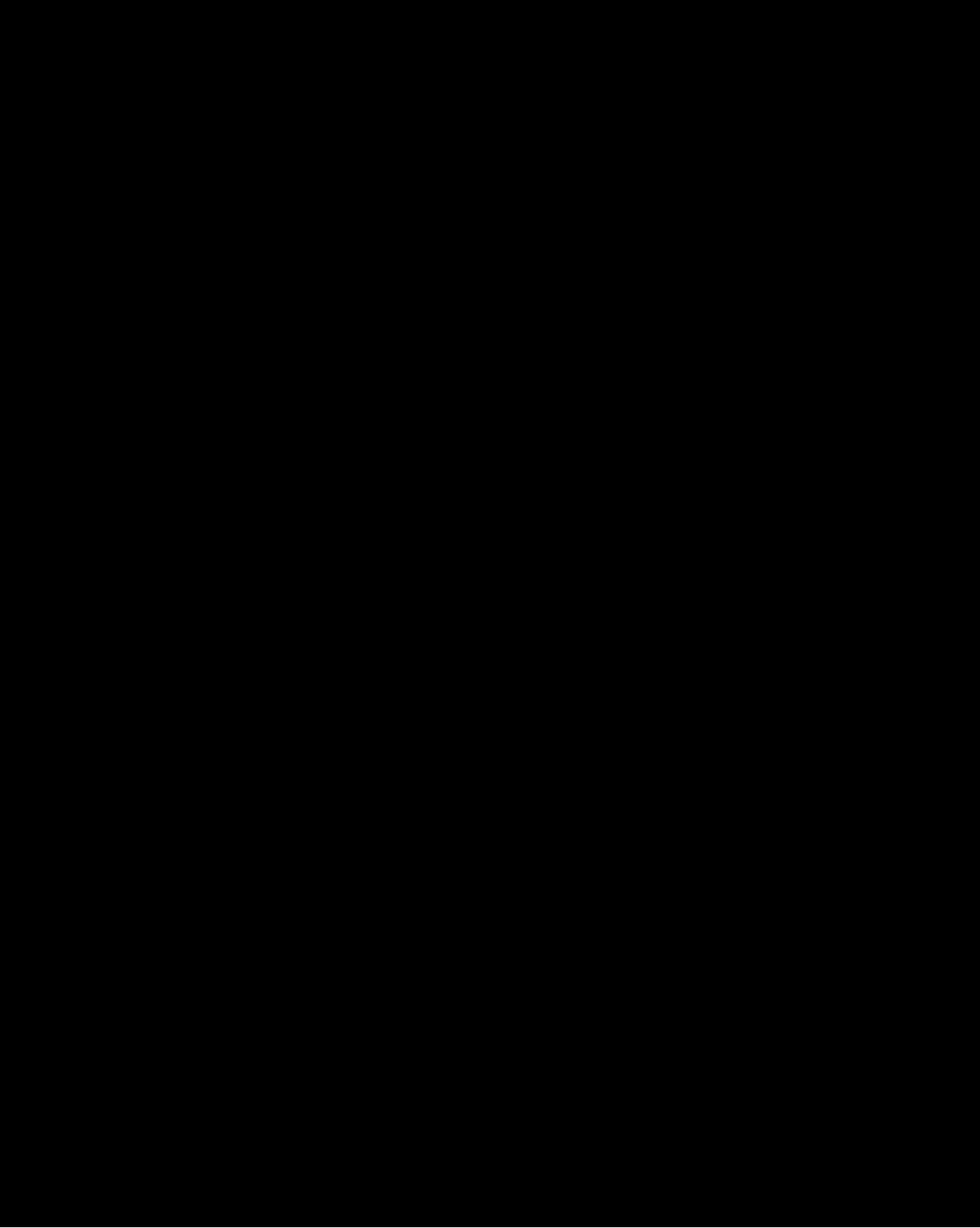




EXHIBIT N (RECOMMENDED CONFIGURATION)

TO THE

COST ACCOUNTING AND DECISION SUPPORT SYSTEM AND SERVICES
AGREEMENT

EXHIBIT N

RECOMMENDED CONFIGURATION

This Exhibit N (Recommended Configuration) is an attachment and addition to the Cost Accounting and Decision Support System and Services Agreement (the “**Agreement**”) entered into by and between the County of Los Angeles (“**County**”) and Strata Decision Technology LLC (“**Contractor**”), and is incorporated into the Agreement by reference hereof. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.



1. WORKSTATION REQUIREMENTS

Workstation Setting	Supported
Operating Systems	Microsoft Windows 10 Microsoft Windows 8.1
Microsoft .NET	Microsoft .NET 4.8 Extended or higher
Microsoft Excel	Microsoft Excel 2016 Microsoft Excel 2013 Microsoft Excel 2010 Microsoft Excel 2007
Web Browser	Internet Explorer 11.0 Microsoft Edge Google Chrome
Screen Resolution	1280×1024 or above

2. INTERNET EXPLORER REQUIREMENTS

Internet Explorer Settings	Description
Trusted Site	All workstations must have Strata’s domains listed in the ‘Trusted Sites’ Internet Explorer Security zone.
Trusted Site Security	All workstations must have the ‘Trusted Sites’ Internet Explorer Security Zone configured with the appropriate Internet Explorer settings.

3. CLIENT COMPONENT REQUIREMENTS

Component	Description	File Size	System Users	System Administrators
Microsoft .NET 4.8 Extended or higher	Allows users to load data along with other administrative activities. Used with Click-Once tools.	~60 MB		

4. ELEARNING REQUIREMENTS

Browser/System Setting	Description
Trusted Sites	http://www.promisepoint.com (location of community) http://www.healthstream.com (location of the LMS)
Adobe Acrobat Reader	Adobe Acrobat Reader 6.0 or above
Adobe Flash Player	Adobe Flash Player 8 or above



EXHIBIT O (FORM STATEMENT OF WORK)

TO THE

COST ACCOUNTING AND DECISION SUPPORT SYSTEM AND SERVICES AGREEMENT

Exhibit A. [Insert SOW Number]

[Insert SOW Name] Statement of Work

1. INTRODUCTION

This Exhibit A. [Insert SOW Number] ([Insert SOW Name] Statement of Work) (sometimes referred to in this Exhibit as “**this SOW**”) is an attachment and addition to the Cost Accounting and Decision Support System and Services Agreement (the “**Agreement**”) entered into by and between the County of Los Angeles (“**County**”) and Strata Decision Technology LLC (“**Contractor**”), and is incorporated in the Agreement by reference hereof. In the event of conflicting terms between the Agreement and this SOW, the terms of the Agreement shall prevail and nothing in this SOW shall modify or amend any provisions of the Agreement (including all components such as Statements of Work, Service Level Agreements, Exhibits, etc.) unless such modifications or amendments and the provisions of the Agreement which they modify or amend are specifically identified in this SOW and are Approved. This SOW includes any attachments hereto. Any capitalized terms not defined in this SOW shall have the meaning as used in the Agreement.

2. [INSERT SOW NAME] BUSINESS OBJECTIVES

[**]

3. SOW SUMMARY

3.1. SOW Team Structure and Resources

Contractor will provide a Project Staffing and Resource Management Plan (as specified under Subtask [Insert Subtask Name] of this SOW). This plan will be utilized to establish fully loaded (identification of FTE equivalent or hours for all resources by Key Milestone) Contractor resource staffing commitments and to detail specific County resources that will guide County on how best to allocate and deploy staff to this Project. Notwithstanding the forgoing, this is a fixed fee engagement and the Contractor resources identified in the Project Staffing and Resource Management Plan do not limit the resources that may be required by Contractor.

3.2. Critical Success Factors

A number of factors are deemed critical to overall Project success. The Parties acknowledge that the following factors are critical to the success of this Project:

Strong Project Management — Effectively managing the Services provided under the Agreement to the Project Schedule and results to be achieved and managing issues, driving decisions, risk, dependencies, and resources in a manner to achieve the Project Schedule and the results.

Open Communication and Governance Structure Clearly Defined — Good and open communication must be established early. Governance, committee structure, and committee members must be defined early. Meeting schedules must also be established for the length of the Project.

Executive Leadership Involvement — It is imperative that executive leadership from Contractor, and County, be involved in the Project governance and meet at regular intervals to discuss the Project’s progress and reach agreement on any key decisions that have been escalated to their level.

3.3. Schedule

The commencement date for this SOW will begin upon [**]. This SOW is scheduled to be completed at the conclusion of the Project upon the Acceptance by the County Project Director of the Deliverables in this SOW.

Scheduled commencement dates, scheduled completion dates, and anticipated durations for tasks and subtasks will be developed as part of the Project Work Plan in accordance with Section 5 (Services and Deliverables) and Subtask [Insert Subtask Name].

4. GENERAL RESPONSIBILITIES

For the Services provided under this SOW:

- (A) The Services will be performed by Contractor on-site at sites designated by County and off-site location(s) as agreed by the Parties in writing for specific activities.
- (B) Contractor will provide an Experience Executive and a key Project member (Contractor's Primary Consultant) in connection with the delivery of the Services for the periods of Service delivery identified in the Project Plan during normal business hours, 5:00 AM to 5:00 PM, Pacific Time, Monday through Friday, except County and Contractor recognized holidays, unless otherwise agreed by the Parties in writing. The Experience Executive will support the County from the initiation of the relationship through the Term. The Contractor's Primary Consultant will be dedicated through the Final Acceptance of the Services and involved with post Go-Live optimizations/modifications.
- (C) Contractor will provide, through web-based tools (including setting up a SharePoint for the County) and its system, implementation plans and methodologies,, templates, and other tools as required to support the efficient and cost-effective execution of the Services defined in this SOW. This includes use of Contractor's Best Practices, generic templates, and lessons learned from other Contractor implementations.
- (D) Contractor will provide all Services in English

4.1. Contractor Project Manager Responsibilities

Contractor will designate a Contractor Project Manager through Final Acceptance to whom all County communications may be addressed and who has the authority to represent and commit Contractor in connection with all aspects of this SOW.

The Contractor Project Manager's obligations include:

- (A) Establish and maintain communications through the County SOW Lead and Project governance structure;
- (B) Manage the delivery of Services and Service Interdependencies;
- (C) Notify County of any Contractor focal point or contacts for specific activities or tasks;
- (D) Manage and maintain the Project Work Plan that lists, as appropriate, the activities, tasks, assignments, Service Interdependencies, Key Milestones, and Deliverables, and schedule;
- (E) Measure, track, and evaluate progress against the Project Schedule;
- (F) Work with the County SOW Lead to resolve deviations, if any, from the Project Schedule;
- (G) Coordinate and manage the activities of Contractor Personnel;
- (H) Report to the County SOW Lead problems and issues impacting Contractor's provision of the Services that require County's attention and resolution;
- (I) Coordinate resolution of all Service issues including those raised by the County SOW Lead and, as necessary, escalate such issues within the Contractor organization;
- (J) Administer the Project Control Document with the County SOW Lead;
- (K) Conduct regularly scheduled Project Status Meetings and prepare weekly Status Reports for the Services defined in this SOW; and
- (L) Assist in the preparation and conduct of monthly steering committee updates.

Contractor will perform these specific activities throughout the provisions of Services.

4.2. Specific County Tasks

4.2.1. County SOW Lead Responsibilities

The County will assign a lead for this SOW (referred to as the "[Insert SOW Name] Lead" or "County SOW Lead"). The County SOW Lead will:

- (A) Serve as the primary interface between the Contractor Project Manager and County for the tasks and Deliverables set forth in this SOW;
- (B) Review this SOW and the responsibilities of both County and Contractor with the Contractor Project Manager;
- (C) Coordinate, manage, and be responsible for the control of the activities of County personnel for this SOW;
- (D) Communicate to the Contractor Project Manager any changes that may materially affect Contractor's provision of the Services set forth in this SOW;
- (E) Coordinate with Contractor Project Manager on Contractor's efforts to resolve problems and issues related to the Services set forth in this SOW;
- (F) Work with the Contractor Project Manager to resolve deviations, if any, from the Project Work Plan related to this SOW;
- (G) Coordinate resolution of issues raised by the Contractor Project Manager pertaining to this SOW and, as necessary, escalate such issues within the County organization;
- (H) Serve as the interface between Contractor's Project team and all County departments participating in activities for the Services set forth in this SOW;
- (I) Notify Contractor of any County focal point or contacts for specific activities or tasks related to this SOW;
- (J) Ensure that tasks related to this SOW assigned to personnel within the County organization will be completed according to the timetable in the Project Schedule; and
- (K) Participate in selected Project status meetings with Contractor Project team members and schedule and coordinate attendance and participation of County personnel for interviews, meetings, and work sessions related to the completion of this SOW.

County may change the County SOW Lead by providing notification to the Contractor Project Manager with an introduction and handoff meeting to establish plans for a smooth transition.

4.2.2. Other County Responsibilities

County agrees to comply with its responsibilities as described in this SOW. Such obligations are to be performed at no charge to Contractor.

County will:

- (A) Provide County standard and available office space, furniture, and access to the internet supporting VPN for Contractor Personnel while working at County's facilities;
- (B) Locate the Contractor Personnel in an area near County subject matter experts and technical personnel, where feasible;
- (C) Provide necessary security badges and clearances for Contractor Personnel working at County's facilities; and
- (D) Make available staff with appropriate skills and experience to deliver County tasks as specifically set forth in this SOW.

5. SERVICES AND DELIVERABLES

5.1. Services and Deliverables Summary Table

The Services and Deliverables to be provided under this SOW are included in the following table and described in greater detail in Section 5.4 (Detailed SOW Tasks).

Task/Subtask Name	Deliverables/Milestones
Task 1 [Insert Task Name]	

Task/Subtask Name	Deliverables/Milestones
Subtask 1.1 [Insert Subtask Name]	Deliverable 1.1 [Insert Deliverable Name]
Subtask 1.2 [Insert Subtask Name]	Deliverable 1.2 [Insert Deliverable Name]
...	...
Task 2 [Insert Task Name]	
Subtask 2.1 [Insert Subtask Name]	Deliverable 2.1 [Insert Deliverable Name]
Subtask 2.2 [Insert Subtask Name]	Deliverable 2.2 [Insert Deliverable Name]
...	...
Task _ [Insert Task Name]	

5.2. Deliverable Development and Approval Process

This Section 5.2 (Deliverable Development and Approval process) specifies a repeating process for developing Deliverables for this SOW. Each Deliverable shall be developed in accordance with the following Contractor's obligations, which shall be subtasks to each individual task:

- (1) All Deliverables must be developed in the form and format agreed to by County and Contractor using a Deliverables Expectations Document (also referred to as a "DED") Approved by County. As each Project Deliverable is submitted, Contractor must include a copy of the Project DED as the cover sheet. A template to be used for each DED during this Project can be found in Section 5.5 (Project Deliverable Expectations Document Template) of this SOW.
- (2) Develop agendas, and coordinate scheduling with County, for all necessary events (e.g., workshops, meetings) for the development and completion of the Deliverable.
- (3) Facilitate events (e.g., workshops, meetings) as required for the development and completion of each Deliverable.
- (4) Record and analyze the input received from all events (e.g., workshops, meetings, and learning sessions) and distribute results or minutes for review to event participants.
- (5) Prepare drafts of the Deliverables for County for review.
- (6) Provide a structured process for County to provide feedback on drafts, including events, as appropriate.
- (7) Compile and incorporate County feedback to the draft Deliverable and prepare a revised Deliverable.
- (8) Distribute the revised Deliverable to County for review; obtain and analyze County feedback as above, and repeat if necessary.
- (9) Complete a final version of the Deliverable including, prior to distribution for Approval by County, validation by Contractor that the Deliverable conforms to the Specifications and meets the Acceptance Criteria.

After receipt of a Deliverable from Contractor, the County SOW Lead or designee shall notify the Contractor Project Manager and assigned Project team resources in writing as to any specific changes requested (together with a reasonably detailed explanation of the reasons why the Deliverable should be modified) in as expeditious a time frame as possible given the nature of the Deliverable and the schedule. Unless a change is disputed, Contractor shall make all changes described in a timely manner so as to not adversely impact the schedule under the Project Work Plan. Upon completion of such changes, the Deliverable shall be provided to County with a request for Acceptance. County shall notify Contractor of its Acceptance or rejection in a time frame that is practical and reasonable given the nature, criticality, and complexity associated with the Acceptance Testing/review.

5.3. Support Services

For the avoidance of doubt, the CADS System shall be deemed Licensed Software under this Agreement, and subject to the representations, and warranties as set forth in the Agreement.

Support and maintenance for the CADS System, including [**], will be provided in accordance with the Services identified in Task 2 (Maintenance and Operations) set forth in Exhibit A.2 (Support Services and Maintenance Statement of Work), and the term “Support Services” in the Agreement as applied to the CADS System shall refer to such Services.

5.4. Detailed SOW Tasks

Task 1 [Insert Task Name]	
Task Description	
<i>[Identify the Task and describe the Task.]</i>	
Subtasks/Deliverables	
Subtask 1.1 [Insert Subtask Name] <i>[Detail the activities and responsibilities of the Parties to complete the Subtask.]</i>	Deliverable 1.1 [Insert Deliverable Name] <ul style="list-style-type: none"><i>[Describe the specific Deliverables to be completed by Contractor and provided to County as part of this Subtask.]</i>... Acceptance Criteria <ul style="list-style-type: none"><i>[Describe the acceptance criteria required to be satisfied for the Deliverable in accordance with Section 12 (Acceptance) of the Agreement]</i>
...	...
Task 2 [Insert Task Name]	
Task Description	
<i>[Identify the Task and describe the Task.]</i>	
Subtasks/Deliverables	
Subtask 2.1 [Insert Subtask Name] <i>[Detail the activities and responsibilities of the Parties to complete the Subtask.]</i>	Deliverable 2.1 [Insert Deliverable Name] <ul style="list-style-type: none"><i>[Describe the specific Deliverables to be completed by Contractor and provided to County as part of this Subtask.]</i>... Acceptance Criteria <ul style="list-style-type: none"><i>[Describe the acceptance criteria required to be satisfied for the Deliverable in accordance with Section 12 (Acceptance) of the Agreement]</i>
...	...
Task _ [Insert Task Name]	
Task Description	
Subtasks/Deliverables	

5.5. Project Deliverable Expectations Document Template

Project Deliverable Expectations Document	
Project Deliverable Number:	Title of Deliverable:
Deliverable Description:	Contract/SOW Reference:
Frequency:	Initial Draft Submission Due Date:
County's Review of Draft Deliverable: [XX] Days	Final Submission Due Date: [XX] Days after receipt of draft comments
County Approval Required: Yes/No	Distribution: County Project Manager – 1 hard copy and 1 soft copy County Project Oversight – 1 soft copy
Contractor: Complete shaded area below	
Detailed Deliverable Outline:	
Deliverable Acceptance Criteria (include agreed upon requirements, format and contents, related to Deliverable):	
Prepared By (please print):	Date Submitted:
Date Submitted 2:	Date Submitted 3:
Phone Number:	E-mail:
Contractor Project Manager Signoff (For Key Deliverables):	
Contractor Representative Name:	Contractor Representative Position:
Contractor Representative Signature:	Date:
County Approval/Comments	
Approved By:	Date:
Signature:	
Comments:	



EXHIBIT P (ESCROW AGREEMENT)

TO THE

COST ACCOUNTING AND DECISION SUPPORT SYSTEM AND SERVICES AGREEMENT



Master Three-Party Escrow Service Agreement

Iron Mountain provides flexible, comprehensive escrow services that generate the type of agreement that gives our customers the right level of protection in each unique situation. Iron Mountain is different from other providers in the industry because of our customer-driven approach to technology escrow. With Iron Mountain, the customer's experience is focused on defining his or her own unique needs for a comprehensive service—not on studying and struggling to comprehend the terms, options and add-ons of a variety of pre-packaged agreements.

The benefit of this approach is that it can adapt to meet the needs of a single customer or application today, as well as future ones with requirements that may be quite different. With Iron Mountain, one set of comprehensive escrow services with elective components suited for every situation, covers all the key issues for technology escrow.

At Iron Mountain, we take intellectual property protection seriously and deliver our services with the integrity you and your clients would expect – and, in fact, demand, from a trusted and neutral third party. We don't just vault technology. We provide complete intellectual property management services.

Purpose

Iron Mountain's Master Three-Party Escrow Service Agreement is generally used when:

- Both parties agree that the highest level of escrow protection is needed.
- The beneficiary needs to sign the agreement.
- The beneficiary needs to negotiate the terms of the agreement and the unique release conditions.
- The beneficiary wants technical verification of the deposit materials.
- There is a need to support multiple products or sets of deposit materials.

Key Features

*Iron Mountain's Master Three-Party Escrow Service Agreements **may** include any of the following:*

- Secure real-time online account management with Escrow Management Center 24x7x365.
- When elected, verification of deposit materials. This includes documentation of the hardware, software environment, utilities, compilers and operating systems needed to access the deposit materials.
- Additional advanced types of technical verification including build and usability testing.
- Deposit Tracking Notification – periodic notices to depositors and/or beneficiaries related to deposit material.
- Electronic depositing of materials.
- Escrow Expert consulting services.
- Ability to add multiple deposit accounts to be governed by the same agreement.

MASTER THREE-PARTY ESCROW SERVICE AGREEMENT

Master Deposit Account Number: 29002

1. Introduction.

This Escrow Service Agreement (the "Agreement") is entered into by and between Strata Decision Technology LLC, located at 2001 S. First St. Suite 200, Champaign, IL 61820 (check either X "Depositor" or ☐ "Beneficiary") and its affiliates and subsidiaries, and by any additional party signing the Acceptance Form attached as Exhibit E to this Agreement (check either ☐ "Depositor" or X "Beneficiary") and by Iron Mountain Intellectual Property Management, Inc. ("Iron Mountain") on this 1st day of March, 2006 (the "Effective Date"). Beneficiary, Depositor, and Iron Mountain may be referred to individually as a "Party" or collectively as the "Parties" throughout this Agreement.

The use of the term "Services" in this Agreement shall refer to Iron Mountain Services that facilitate the creation, management, and enforcement of software and/or other technology escrow accounts as described in Exhibit A attached hereto. A Party shall request Services under this Agreement (i) by submitting a work request associated for certain Iron Mountain Escrow Services via the online portal maintained at the Website located at www.ironmountainconnect.com or any other Websites or Web pages owned or controlled by Iron Mountain that are linked to that Website (collectively the "Iron Mountain Website"), or (ii) by submitting a written work request attached hereto as Exhibit A (each, individually, a "Work Request"). The Parties desire this Agreement to be supplementary to the License Agreement and pursuant to Chapter 11 United States [Bankruptcy] Code, Section 365(n).

2. Depositor Responsibilities.

- (a) Depositor shall provide all information designated as required to fulfill a Work Request ("Required Information") and may also provide other information ("Optional Information") at their discretion to assist Iron Mountain in the fulfillment of requested Services.
- (b) Depositor must authorize and designate one or more persons whose action(s) will legally bind the Depositor ("Authorized Person(s)") who shall be identified in the Authorized Person(s)/Notices Table of this Agreement) and who may manage the Iron Mountain escrow account through the Iron Mountain Website or via written Work Request. Authorized Person(s) will maintain the accuracy of their name and contact information provided to Iron Mountain during the Term of this Agreement (the "Depositor Information").
- (c) Depositor shall make an initial deposit that is complete and functional of all proprietary technology and other materials covered under this Agreement ("Deposit Material") to Iron Mountain within ninety (90) days of the Effective Date. Depositor may also update Deposit Material from time to time during the Term of this Agreement provided a minimum of one (1) complete and functional copy of Deposit Material is deposited with Iron Mountain at all times. At the time of each deposit or update, Depositor will provide an accurate and complete description of all Deposit Material sent to Iron Mountain via the Iron Mountain Website or using the form attached hereto as Exhibit B.
- (d) Depositor consents to Iron Mountain's performance of any level(s) of verification Services described in Exhibit A attached hereto and further consents to Iron Mountain's use of a subcontractor (who shall be bound by the same confidentiality obligations as Iron Mountain and who shall not be a direct competitor to either Depositor or Beneficiary) to provide such Services as needed.
- (e) Depositor represents that it lawfully possesses all Deposit Material provided to Iron Mountain under this Agreement free of any liens or encumbrances as of the date of their deposit. Any Deposit Material liens or encumbrances made after their deposit will not prohibit, limit, or alter the rights and obligations of Iron Mountain under this Agreement;
- (f) Depositor represents that all Deposit Material is readable and useable in its then current form; if any portion of such Deposit Material is encrypted the necessary decryption tools and keys to read such material are deposited contemporaneously.
- (g) Depositor represents that all Deposit Material is provided with all rights necessary for Iron Mountain to verify such proprietary technology and materials upon receipt of a Work Request for such Services; and
- (h) Depositor warrants that Iron Mountain's use of the Deposit Material or other materials supplied by Depositor to perform the verification Services described in Exhibit A is lawful and does not violate the rights of any third parties. Depositor agrees to use commercially reasonable efforts to provide Iron Mountain with any necessary use rights or permissions to use materials necessary to perform verification of the Deposit Material. Depositor agrees to reasonably cooperate with Iron Mountain by providing its facilities, computer software systems, and technical personnel for verification Services whenever reasonably necessary.

3. **Beneficiary Responsibilities.**

- (a) Beneficiary shall provide all information designated as required to fulfill any Beneficiary Work Request ("**Required Information**") and may also provide other information ("**Optional Information**") at their discretion to assist Iron Mountain in the fulfillment of requested Services.
- (b) Beneficiary must authorize and designate one or more persons whose action(s) will legally bind the Beneficiary ("**Authorized Person(s)**" who shall be identified in the Authorized Person(s)/Notices Table of this Agreement) who shall manage the Iron Mountain escrow account through the Iron Mountain Website or via written Work Request. Authorized Person(s) will maintain the accuracy of their name and contact information provided to Iron Mountain during the Term of this Agreement (the "**Beneficiary Information**").
- (c) Beneficiary acknowledges, in the absence of a Work Request for verification Services, that it assumes all responsibility for the completeness and/or functionality of all Deposit Material. Beneficiary may submit a verification Work Request to Iron Mountain for one of more of the Services defined in Exhibit A attached hereto and further consents to Iron Mountain's use of a subcontractor if needed to provide such Services.
- (d) Beneficiary warrants that Iron Mountain's use of any materials supplied by Beneficiary to perform the verification Services described in Exhibit A is lawful and does not violate the rights of any third parties.

4. **Iron Mountain Responsibilities.**

- (a) Iron Mountain agrees to use commercially reasonable efforts to provide the Services requested by authorized Depositor and Beneficiary representatives in a Work Request. Iron Mountain may reject a Work Request (in whole or in part) that does not contain all Required Information at any time upon notification to the Party originating the Work Request.
- (b) Iron Mountain will conduct a deposit inspection upon receipt of any Deposit Material and associated Exhibit B. If Iron Mountain determines that the Deposit Material does not match the description provided by Depositor represented in Exhibit B attached hereto, Iron Mountain will provide Depositor with notice by electronic mail, telephone, or regular mail of such discrepancies. Iron Mountain will work directly with the Depositor to resolve any such discrepancies prior to accepting Deposit Material. Iron Mountain will provide Depositor with notice from time to time during the first ninety (90) days from the Effective date as a reminder that submission of initial Deposit Material is required. Iron Mountain may also send notices every ninety (90) days thereafter to Depositor and/or Beneficiary related to Deposit Material activity if such Services are requested in a Work Request.
- (c) Iron Mountain will provide notice by electronic mail, telephone, or regular mail to the Beneficiary of all Deposit Material that is accepted and deposited into the escrow account under this Agreement.
- (d) Iron Mountain will work with a Party who submits any verification Work Request for Deposit Material covered under this Agreement to either fulfill any standard verification Services Work Request or develop a custom Statement of Work ("**SOW**"). Iron Mountain and the requesting Party will mutually agree in writing to a SOW on the following terms and conditions that include but are not limited to: description of Deposit Material to be tested; description of verification testing; requesting Party responsibilities; Iron Mountain responsibilities; Service Fees; invoice payment instructions; designation of the Paying Party; designation of authorized SOW representatives for both the requesting Party and Iron Mountain with name and contact information; and description of any final deliverables prior to the start of any fulfillment activity. After the start of fulfillment activity, each SOW may only be amended or modified in writing with the mutual agreement of both Parties, in accordance with the change control procedures set forth therein.
- (e) Iron Mountain will hold and protect all Deposit Material in physical and/or electronic vaults that are either owned or under the direct control of Iron Mountain.
- (f) Iron Mountain will permit the replacement and/or removal of previously submitted Deposit Material upon Work Request that may be subject to the written joint instructions of the Depositor and Beneficiary.
- (g) Iron Mountain will strictly follow the procedures set forth in Exhibit C attached hereto to process any Beneficiary Work Request to release Deposit Material.

5. **Payment.**

The Paying Party shall pay to Iron Mountain all fees as set forth in the Work Request form attached hereto as Exhibit A ("**Service Fees**"). Except as set forth below, all Service Fees are due to Iron Mountain within thirty (30) calendar days from the date of invoice in U.S. currency and are non-refundable. Iron Mountain may update Service Fees with a ninety (90) calendar day written notice to the Paying Party during the Term of this Agreement. The Paying Party is liable for any taxes related to Services purchased under this Agreement or shall present to Iron Mountain an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice, to the extent possible. Any Service Fees not collected by Iron Mountain when due shall bear interest until paid at a rate of 1.25% per month (15% per annum) or the maximum rate permitted by law, whichever is less. Delinquent accounts may be referred to a collection agency at the sole discretion of Iron Mountain. Notwithstanding, the non-performance of any obligations of

Depositor to deliver Deposit Material under the License Agreement or this Agreement, Iron Mountain is entitled to be paid all Service Fees that accrue during the Term of this Agreement. All Service Fees will not be subject to offset except as specifically provided hereunder.

6. Term and Termination.

- (a) The initial "Term" of this Agreement is for a period of one (1) year from the Effective Date and will automatically renew for additional one (1) year Terms and continue in full force and effect until one of the following events occur:
 - (i) Depositor and Beneficiary provide joint written instructions of their intent to cancel this Agreement within sixty (60) days to Iron Mountain; (ii) Beneficiary provides a sixty (60) day written notice regarding cancellation of this Agreement to both Depositor and Iron Mountain; or (iii) Iron Mountain provides a sixty (60) day written notice to the Depositor and Beneficiary Authorized Persons that it can no longer perform the Services under this Agreement.
- (b) In the event this Agreement is terminated under Sections 6(a)(i) or 6(a)(iii) above, Depositor and Beneficiary may provide Iron Mountain with joint written instructions authorizing Iron Mountain to forward the Deposit Material to another escrow company and/or agent or other designated recipient. If Iron Mountain does not receive joint written instructions within sixty (60) calendar days after the date of the notice of termination, Iron Mountain shall return or destroy the Deposit Material.
- (c) In the event of the nonpayment of Service Fees owed to Iron Mountain, Iron Mountain shall provide all Parties to this Agreement with notice by electronic mail and/or regular mail. Any Party to this Agreement shall have the right to make the payment to Iron Mountain to cure the default. If the past due payment is not received in full by Iron Mountain within thirty (30) calendar days of the date of such notice, then Iron Mountain shall have the right to terminate this Agreement at any time thereafter by sending notice by electronic mail and/or regular mail of termination to all Parties. Iron Mountain shall have no obligation to take any action under this Agreement so long as any Iron Mountain invoice issued for Services rendered under this Agreement remains uncollected.

7. General Indemnity.

Each Party shall defend, indemnify and hold harmless the others, their corporate affiliates and their respective officers, directors, employees, and agents and their respective successors and assigns from and against any and all claims, losses, liabilities, damages, and expenses (including, without limitation, reasonable attorneys' fees), arising under this Agreement from the negligent or intentional acts or omissions of the indemnifying Party or its subcontractors, or the officers, directors, employees, agents, successors and assigns of any of them.

8. Warranties.

- (a) Iron Mountain. ANY AND ALL SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN A WORKMANLIKE MANNER. EXCEPT AS SPECIFIED IN THIS SECTION, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, AGAINST INFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. AN AGGRIEVED PARTY MUST NOTIFY IRON MOUNTAIN PROMPTLY OF ANY CLAIMED BREACH OF ANY WARRANTIES AND SUCH PARTY'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE RETURN OF THE PORTION OF THE FEES PAID TO IRON MOUNTAIN BY PAYING PARTY FOR SUCH NON-CONFORMING SERVICES. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE. THE WARRANTY PROVIDED IS SUBJECT TO THE LIMITATION OF LIABILITY SET FORTH IN SECTION 11 HEREIN.
- (b) Depositor. Depositor warrants that all Depositor Information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Depositor Information during the Term of this Agreement.
- (c) Beneficiary. Beneficiary warrants that all Beneficiary Information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Beneficiary Information during the Term of this Agreement.

9. Insurance.

Iron Mountain shall, at its sole cost and expense, throughout the term of this Agreement, procure and maintain in full force and effect, the following insurance coverage, with an insurance carrier that is rated B+ or better by A.M. Best.

TYPE OF INSURANCE	COVERAGE AMOUNT	TYPE OF INSURANCE	COVERAGE AMOUNT
General Liability	\$2,000,000 General Aggregate	Crime Insurance	\$2,000,000 Each Occurrence
General Liability	\$1,000,000 Each Occurrence	Umbrella Coverage	\$5,000,000 General Aggregate
Professional Liability	\$1,000,000 Each Occurrence		

All certificates of insurance shall name the Parties as additional beneficiaries with respect to General Liability coverage. All certificates of insurance shall require that the Parties be provided with advance written notice of cancellation of the stated coverage, and Iron Mountain shall request that its insurer use its best efforts to provide at least thirty (30) days' advance written notification of such cancellation.

10. Confidential Information.

Iron Mountain shall have the obligation to reasonably protect the confidentiality of the Deposit Material. Except as provided in this Agreement Iron Mountain shall not disclose, transfer, make available or use the Deposit Material. Iron Mountain shall not disclose the terms of this Agreement to any third Party. If Iron Mountain receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposit Material, Iron Mountain will immediately notify the Parties to this Agreement unless prohibited by law. It shall be the responsibility of Depositor and/or Beneficiary to challenge any such order; provided, however, that Iron Mountain does not waive its rights to present its position with respect to any such order. Iron Mountain will not be required to disobey any order from a court or other judicial tribunal, including, but not limited to, notices delivered pursuant to Section 13(g) below.

11. Limitation of Liability.

NOTWITHSTANDING ANYTHING ELSE HEREIN, ALL LIABILITY, IF ANY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, OF ANY PARTY TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT EQUAL TO ONE YEAR OF FEES PAID OR OWED TO IRON MOUNTAIN UNDER THIS AGREEMENT. IF CLAIM OR LOSS IS MADE IN RELATION TO A SPECIFIC DEPOSIT OR DEPOSITS, SUCH LIABILITY SHALL BE LIMITED TO THE FEES RELATED SPECIFICALLY TO SUCH DEPOSITS. THIS LIMIT SHALL NOT APPLY TO ANY PARTY FOR: (I) ANY CLAIMS OF INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY RIGHT; (II) LIABILITY FOR DEATH OR BODILY INJURY; (III) DAMAGE TO TANGIBLE PROPERTY (EXCLUDING THE DEPOSIT ITEMS); (IV) THEFT; OR (V) PROVEN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

12. Consequential Damages Waiver.

IN NO EVENT SHALL ANY PARTY TO THIS AGREEMENT BE LIABLE TO ANOTHER PARTY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOST DATA OR INFORMATION, ANY COSTS OR EXPENSES FOR THE PROCUREMENT OF SUBSTITUTE SERVICES, OR ANY OTHER INDIRECT DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EVEN IF THE POSSIBILITY THEREOF MAY BE KNOWN IN ADVANCE TO ONE OR MORE PARTIES.

13. General.

- (a) Incorporation of Work Requests. All Depositor and/or Beneficiary Work Requests are incorporated into this Agreement. Any Work Requests submitted for an additional deposit account ("Auxiliary Deposit Account") will be incorporated by reference into this Agreement and governed by the same terms and conditions that govern the initial deposit account ("Initial Deposit Account").
- (b) Purchase Orders. The terms and conditions of this Agreement prevail regardless of any conflicting or additional terms on any Purchase Order or other correspondence for any Initial Deposit Account or Auxiliary Deposit Account. Any contingencies or additional terms contained on any Purchase Order are not binding upon Iron Mountain. All Purchase Orders are subject to approval and acceptance by Iron Mountain.
- (c) Right to Make Copies. Iron Mountain shall have the right to make copies of all Deposit Material as reasonably necessary to perform this Agreement. Iron Mountain shall copy all copyright, nondisclosure, and other proprietary notices and titles contained on Deposit Material onto any copies made by Iron Mountain. Any copying expenses incurred by Iron Mountain as a result of a Work Request to copy will be borne by the Party requesting the copies. Iron Mountain may request Depositor's reasonable cooperation in promptly copying Deposit Material in order for Iron Mountain to perform this Agreement.
- (d) Choice of Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of New York, United States of America, as if performed wholly within the state and without giving effect to the principles of conflicts of laws.

- (e) Right to Rely on Instructions. Iron Mountain may act in reliance upon any instruction, instrument, or signature reasonably believed by Iron Mountain to be genuine. Iron Mountain may assume that any employee of a Party to this Agreement who gives any written notice, request, or instruction has the authority to do so. Iron Mountain will not be required to inquire into the truth or evaluate the merit of any statement or representation contained in any notice or document. Iron Mountain shall not be responsible for failure to act as a result of causes beyond the reasonable control of Iron Mountain.
- (f) Force Majeure. Except for the obligation to pay monies due and owing, no Party shall be liable for any delay or failure in performance due to events outside the defaulting Party's reasonable control, including without limitation acts of God, earthquake, labor disputes, shortages of supplies, riots, war, acts of terrorism, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the excused Party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.
- (g) Notices. All notices regarding Exhibit C shall be sent by commercial express mail. All other correspondence, including invoices, payments, and other documents and communications, shall be sent by (i) electronic mail; (ii) via regular mail to the Parties at the addresses specified in the Authorized Persons/Notices Table which shall include the title(s) of the individual(s) authorized to receive notices; or (iii) via the online portal maintained at the Iron Mountain Website. It shall be the responsibility of the Parties to notify each other as provided in this Section in the event of a change of physical or e-mail addresses. The Parties shall have the right to rely on the last known address of the other Parties. Any correctly addressed notice or last known address of the other Parties that is relied on herein that is refused, unclaimed, or undeliverable because of an act or omission of the Party to be notified as provided herein shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by electronic mail, the postal authorities by mail, through messenger or commercial express delivery services.
- (h) No Waiver. No waiver of rights under this Agreement by any Party shall constitute a subsequent waiver of this or any other right under this Agreement.
- (i) Assignment. No assignment of this Agreement by Depositor and/or Beneficiary or any rights or obligations of Depositor and/or Beneficiary under this Agreement is permitted without the written consent of Iron Mountain, which shall not be unreasonably withheld or delayed.
- (j) Severability. In the event any of the terms of this Agreement become or are declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, such term(s) shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect. Notwithstanding the foregoing, if this paragraph becomes applicable and, as a result, the value of this Agreement is materially impaired for either Party, as determined by such Party in its sole discretion, then the affected Party may terminate this Agreement by notice to the others.
- (k) Independent Contractor Relationship. Depositor and Beneficiary understand, acknowledge, and agree that Iron Mountain's relationship with Depositor and Beneficiary will be that of an independent contractor and that nothing in this Agreement is intended to or should be construed to create a partnership, joint venture, or employment relationship.
- (l) Attorneys' Fees. In any suit or proceeding between the Parties relating to this Agreement, the prevailing Party will have the right to recover from the other(s) its costs and reasonable fees and expenses of attorneys, accountants, and other professionals incurred in connection with the suit or proceeding, including costs, fees and expenses upon appeal, separately from and in addition to any other amount included in such judgment. This provision is intended to be severable from the other provisions of this Agreement, and shall survive and not be merged into any such judgment.
- (m) No Agency. No Party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other Parties or bind the other Parties in any respect whatsoever.
- (n) Disputes. Any dispute, difference or question relating to or arising among any of the Parties concerning the construction, meaning, effect or implementation of this Agreement or any Party hereof will be submitted to, and settled by arbitration by a single arbitrator chosen by the New York Regional Office of the American Arbitration Association in accordance with the Commercial Rules of the American Arbitration Association. The arbitrator shall apply New York law. Unless otherwise agreed by the Parties, arbitration will take place in New York City, New York, U.S.A. Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator. Service of a petition to confirm the arbitration award may be made by regular mail or by commercial express mail, to the attorney for the Party or, if unrepresented, to the Party at the last known business address. If however, Depositor and/or Beneficiary refuse to submit to arbitration, the matter shall not be submitted to arbitration and Iron Mountain may submit the matter to any court of competent jurisdiction for an interpleader or similar action. Unless adjudged otherwise, any costs of arbitration incurred by Iron Mountain, including reasonable attorney's fees and costs, shall be divided equally and paid by Depositor and Beneficiary.


- (o) Regulations. All Parties are responsible for and warrant - to the extent of their individual actions or omissions - compliance with all applicable laws, rules and regulations, including but not limited to: customs laws; import; export and re-export laws; and government regulations of any country from or to which the Deposit Material may be delivered in accordance with the provisions of this Agreement.
- (p) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
- (q) Survival. Sections 6 (Term and Termination), 7 (General Indemnity), 8 (Warranties), 10 (Confidential Information), 11 (Limitation of Liability), 12 (Consequential Damages Waiver), and 13 (General) of this Agreement shall survive termination of this Agreement or any Exhibit attached hereto.

**NOTE: SIGNATURE BLOCKS, AUTHORIZED PERSONS/NOTICES TABLE, AND BILLING CONTACT
INFORMATION TABLE FOLLOW ON THE NEXT PAGE**

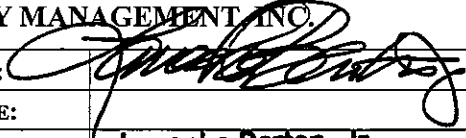
The Parties agree that this Agreement is the complete agreement between the Parties hereto concerning the subject matter of this Agreement and replaces any prior or contemporaneous oral or written communications between the Parties. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified herein. Each of the Parties herein represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of its business organization as named in this Agreement. This Agreement may only be modified by mutual written agreement of the Parties.

Note: If contracting electronically via the online portal, clicking the "I Accept" button displayed as part of the ordering process, evidences ☐ "Depositor's" or ☐ "Beneficiary's" agreement to the preceding terms and conditions (the "Agreement"). If you are entering into this Agreement via the online portal on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these terms and conditions, in which case the terms "you" or "your" shall refer to such entity. If you do not have such authority, or if you do not agree with these terms and conditions, you must select the "I Decline" button.

CHOOSE ONE: X DEPOSITOR or ☐ BENEFICIARY

SIGNATURE:	
PRINT NAME:	DON KLEINMUNTZ
TITLE:	EXECUTIVE VICE PRESIDENT
DATE:	1/31/06
EMAIL ADDRESS	DNK@STRATA-DECISION.COM

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT INC.

SIGNATURE:	
PRINT NAME:	
TITLE:	Lavoska Barton, Jr. V.P. Service Delivery
DATE:	2/22/06
EMAIL ADDRESS:	ipmcontracts@ironmountain.com

AUTHORIZED PERSON(S)/NOTICES TABLE


Please provide the name(s) and contact information of the Authorized Person(s) under this Agreement. All Notices will be sent electronically and/or through regular mail to the appropriate address set forth below.

PRINT NAME:	DON KLEINMUNTZ	PRINT NAME:	CATHERINE KLEINMUNTZ
TITLE:	EXECUTIVE VICE PRESIDENT	TITLE:	PRESIDENT & CEO
EMAIL ADDRESS	DNK@STRATA-DECISION.COM	EMAIL ADDRESS	CEK@STRATA-DECISION.COM; CHUSSEY@STRATA-DECISION.COM
STREET ADDRESS 1	2001 S. FIRST ST. SUITE 200	STREET ADDRESS 1	2001 S. FIRST ST. SUITE 200
PROVINCE/CITY/STATE	CHAMPAIGN, IL	PROVINCE/CITY/STATE	CHAMPAIGN, IL
POSTAL/ZIP CODE	61820	POSTAL/ZIP CODE	61820
PHONE NUMBER	217-531-2604	PHONE NUMBER	217-531-2604
FAX NUMBER	217-359-8688	FAX NUMBER	217-359-8688

BILLING CONTACT INFORMATION TABLE

Please provide the name and contact information of the Billing Contact under this Agreement. All Invoices will be sent electronically and/or through regular mail to the appropriate address set forth below.

PRINT NAME:	DON KLEINMUNTZ
TITLE:	EXECUTIVE VICE PRESIDENT
EMAIL ADDRESS	DNK@STRATA-DECISION.COM
STREET ADDRESS 1	2001 S. FIRST ST. SUITE 200
PROVINCE/CITY/STATE	CHAMPAIGN, IL
POSTAL/ZIP CODE	61820
PHONE NUMBER	217-531-2604

<p>Approved as to Operational Content: Iron Mountain</p> <p></p> <p>Name: Karen Gustave Operations Assistant Date: 2/13/06</p>

FAX NUMBER	217-359-8688
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IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

All notices should be sent to ipmcontracts@ironmountain.com OR Iron Mountain, Attn: Contract Administration, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA.

EXHIBIT A ESCROW SERVICE WORK REQUEST

Account Number 290022

County of Los Angeles
Strata Decision Technology LLC

SERVICE (Check box (es) to order service)	SERVICE DESCRIPTION	ONE- TIME FEES	ANNUAL FEES	PAYING PARTY Check box to identify the Paying Party for each service below.
<input checked="" type="checkbox"/> Add and Manage New Escrow Account	Iron Mountain will open a new escrow deposit account that includes a minimum of one (1) Depositor and one (1) complete set of Deposit Material. All Deposit Material will be securely stored in controlled vaults that are owned and/or operated by Iron Mountain. Account services include unlimited deposits, electronic vaulting, access to Iron Mountain Connect™ Escrow Management Center for secure online account management and submission of electronic Work Requests, and secure destruction of deposit materials upon account termination. Iron Mountain will assign a Client Manager for each escrow account. These Managers will provide training from time to time to facilitate secure Internet access to escrow account(s). Assigned Managers will also ensure timely fulfillment of Work Requests (e.g., deposit updates, new beneficiary enrollment) and communication of status.	\$2,050	\$950	X Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add and Manage Auxiliary Account	Iron Mountain will open and manage an Auxiliary Deposit Account for a new product or depositor in accordance with the service description immediately above and the Agreement that governs the Initial Deposit Account #	N/A	\$950	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input checked="" type="checkbox"/> Add Beneficiary	Iron Mountain will fulfill a Work Request to add a new Beneficiary to an escrow account, where possible, and provide notice as appropriate to all relevant Parties.	N/A	\$650	X Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Deposit Tracking Notification	Iron Mountain will send periodic notices to Depositor and/or Beneficiary related to Deposit Material as specified within the terms of the Agreement.	N/A	\$350	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add File Comparison and Analysis Test	Iron Mountain will fulfill a Work Request to perform a File Comparison and Analysis Test, which includes a final report sent to Client, on Deposit Material to ensure consistency between Depositor's representations (i.e., Exhibit B and Supplementary Questionnaire) and stored Deposit Material.	\$2,500	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Deposit Compile Test	Iron Mountain will fulfill a Work Request to perform a Deposit Compile Test, which includes a final report sent to Client, on Deposit Material. Client and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Custom Quote	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input checked="" type="checkbox"/> Add Deposit Usability Test - Binary Comparison	Iron Mountain will fulfill a Work Request to perform one a Deposit Compile Test Binary Comparison which includes a final report sent to Client, on Deposit Material. Client and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Custom Quote	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Deposit Usability Test - Full Usability Test	Iron Mountain will fulfill a Work Request to perform one a Deposit Compile Test Full Usability which includes a final report sent to Client, on Deposit Material. Client and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Custom Quote	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Dual Vaulting	Iron Mountain will fulfill a Work Request to store deposit materials in one additional location as defined within the Service Agreement. Duplicate storage request may be in the form of either physical media or electronic storage.	N/A	\$500	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Release Deposit Material	Iron Mountain will process a Work Request to release Deposit Material by following the specific procedures defined in Exhibit C "Release of Deposit Materials" the Escrow Service Agreement.	\$500	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Custom Services	Iron Mountain will provide its Escrow Expert consulting Services based on a custom SOW mutually agreed to by all Parties.	\$150/hour	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Delete Account	Iron Mountain will fulfill a Work Request to terminate an existing escrow account by providing notice to all Parties to the Agreement, removing Deposit Material from the vault and then either securely destroying or returning the Deposit Material via commercial express mail carrier as instructed. All accrued Services Fees must be collected by Iron Mountain prior to completing fulfillment to terminate an existing escrow account.	No Charge	No Charge	No Charge
<input type="checkbox"/> Replace/Delete Deposit Materials	Iron Mountain will replace/delete deposit material in accordance with the terms of the Agreement. Materials will be returned as directed by depositor or destroyed using Iron Mountain Secure Shredding.	No Charge	No Charge	No Charge

Upon Escrow Service Agreement execution, please provide your initials below in the appropriate location to indicate your acceptance of this Escrow Services Work Request inclusive of agreed Services pricing and indication of which Party is financially responsible for payment of specific Services.

DEPOSITOR INITIALS DK BENEFICIARY INITIALS _____

Note: Work Requests may be submitted electronically through their escrow account online OR may complete this form along with any other supporting exhibits required and email and/or fax this Work Request to their assigned Client Manager at Iron Mountain for fulfillment.

VERIFICATION SERVICES OPTIONS

1. File Comparison and Analysis.

- 1.1. This series of verification tests provides insight into whether the materials that have been deposited have basic information in a form that allows for additional testing to be performed. These tests detect errors that often inhibit effective use of the escrow deposit.
- 1.2. *Steps include:* Analyzing deposit media readability, file listing, creation of file classification table, virus scan, assurance of completed deposit questionnaire, analysis of completed deposit questionnaire.
- 1.3. *Deliverables:* At completion of testing, Iron Mountain will distribute a report to all parties detailing Iron Mountain's results. This report will include readability results, file listing, file classification table(s), virus scan results, completed deposit questionnaire, and an analysis of the completed deposit questionnaire.

2. Deposit Compile Test.

- 2.1. This series of tests includes a standard effort to compile the Deposit Material and build executable code.
 - 2.2. *Steps include:* Analyzing deposit media readability, file listing, creation of file classification table, virus scan, assurance of completed deposit questionnaire, analysis of completed deposit questionnaire, recreating the Depositor's software development environment, compiling source files and modules, linking libraries and recreating executable code, pass/fail determination, creation of comprehensive build instructions.
 - 2.3. *Deliverables:* Iron Mountain will provide a report detailing the steps necessary to recreate the software/hardware development environment, problems encountered with testing, and Iron Mountain's analysis of the deposit. In addition, the report will list required software development materials, including, without limitation, required source code languages and compilers, third-Party software, libraries, operating systems, and hardware, as well as Iron Mountain's analysis of the deposit. When identifying materials required to re-create Depositor's software development environment, Iron Mountain will rely on information provided in Depositor's completed questionnaire (obtained via a Iron Mountain verification representative) and/or information gathered during Iron Mountain's testing experience.
- #### 2.4. Deposit Usability Test.
- 2.5. This series of tests includes testing the functionality of the compiled Deposit Material (in a production setting or similar environment) and can be accomplished through one of the following two options:
 - 2.5.1. *Binary Comparison* – a comparison of the files built from the Deposit Compile Test to the actual licensed technology on the customer's site to ensure a full match in file size.
 - 2.5.2. *Full Usability Test* – a confirmation that the built applications work properly when installed.
 - 2.5.3. Services may be provided by Iron Mountain or individuals or organizations employed by or under contract with Iron Mountain, at the discretion of Iron Mountain.

EXHIBIT C

RELEASE OF DEPOSIT MATERIAL

Deposit Account Number: 29002

Iron Mountain will use the following procedures to process any Beneficiary Work Request to release Deposit Material.

1. Release Conditions. Depositor and Beneficiary agree that Iron Mountain will provide notice via commercial express mail to the Depositor if a Beneficiary under this Agreement submits a Deposit Material release Work Request based on one or more of the following conditions (defined as "Release Conditions"):
 - (i) Depositor (i) applies for or consents to the appointment of or the taking of possession by a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property to which this Agreement relates; (ii) makes a general assignment for the benefit of creditors; (iii) commences a voluntary case under the Federal Bankruptcy Code, as now or hereafter in effect; or (iv) fails to contest in a timely or appropriate manner or acquiesces in writing to any petition filed against it in an involuntary case under such Bankruptcy Code or any application filed against it for the appointment of a receiver, custodian, trustee or liquidation of itself or of all or a substantial part of its property; or
 - (ii) Depositor is liquidated or dissolved or ceases to do business without having assigned or otherwise transferred its rights and obligations under this Agreement to a permitted assignee that is qualified to support the Software and to fulfill Depositor's obligations hereunder;
2. Release Work Request. A Beneficiary may submit a Work Request to Iron Mountain to release the Deposit Material covered under this Agreement. Iron Mountain will send a written notice of this Beneficiary Work Request within five (5) business days to the authorized Depositor representative(s).
3. Contrary Instructions. From the date Iron Mountain mails written notice of the Beneficiary Work Request to release Deposit Material covered under this Agreement, Depositor representative(s) shall have ten (10) business days to deliver to Iron Mountain contrary instructions ("Contrary Instructions"). Contrary Instructions shall mean the written representation by Depositor that a Release Condition has not occurred or has been cured. Contrary Instructions shall be on company letterhead and signed by an authorized Depositor representative. Upon receipt of Contrary Instructions, Iron Mountain shall send a copy to an authorized Beneficiary representative by commercial express mail. Additionally, Iron Mountain shall notify both Depositor representative(s) and Beneficiary representative(s) that there is a dispute to be resolved pursuant to the Disputes provisions of this Agreement. Iron Mountain will continue to store Deposit Material without release pending (i) joint instructions from Depositor and Beneficiary that accept release of Deposit Material; or (ii) dispute resolution pursuant to the Disputes provisions of this Agreement; or (iii) receipt of an order from a court of competent jurisdiction.
4. Release of Deposit Material. If Iron Mountain does not receive Contrary Instructions from an authorized Depositor representative, Iron Mountain is authorized to release Deposit Material to the Beneficiary or, if more than one Beneficiary is registered to the deposit, to release a copy of Deposit Material to the Beneficiary. Iron Mountain is entitled to receive any uncollected Service fees due Iron Mountain from the Beneficiary before fulfilling the Work Request to release Deposit Material covered under this Agreement. This Agreement will terminate upon the release of Deposit Material held by Iron Mountain.
5. Right to Use Following Release. Beneficiary has the right under this Agreement to use the Deposit Material for the sole purpose of continuing the benefits afforded to Beneficiary by the License Agreement. Notwithstanding, the Beneficiary shall not have access to the Deposit Material unless there is a release of the Deposit Material in accordance with this Agreement. Beneficiary shall be obligated to maintain the confidentiality of the released Deposit Material.

EXHIBIT D

AUXILIARY DEPOSIT ACCOUNT TO MASTER ESCROW AGREEMENT

(NOTE: TO BE COMPLETED ONLY IF DEPOSITOR ESTABLISHED A MASTER ESCROW AGREEMENT)

Master Deposit Account Number: _____

Auxiliary Account Number _____

_____ (“Depositor”) has entered into a Master Escrow Agreement with Iron Mountain Intellectual Property Management, Inc. (“Iron Mountain”). Pursuant to that Agreement, Depositor may deposit certain Deposit Material with Iron Mountain.

Depositor desires that new Deposit Material be held in a separate account and be maintained separately from the initial account. By execution of this Exhibit D, Iron Mountain will establish a separate account for the new Deposit Material. The new account will be referenced by the following name: _____.

Depositor hereby agrees that all terms and conditions of the existing Master Escrow Agreement previously entered into by Depositor and Iron Mountain will govern this account. The termination or expiration of any other account of Depositor will not affect this account.

CHOOSE ONE: ☐ DEPOSITOR or ☐ BENEFICIARY

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS	

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	ipmcontracts@ironmountain.com

AUTHORIZED PERSON(S)/NOTICES TABLE

Please provide the name(s) and contact information of the Authorized Person(s) under this Agreement. All Notices will be sent electronically and/or through regular mail to the appropriate address set forth below.

PRINT NAME:		PRINT NAME:	
TITLE:		TITLE:	
EMAIL ADDRESS		EMAIL ADDRESS	
STREET ADDRESS 1		STREET ADDRESS 1	
PROVINCE/CITY/STATE		PROVINCE/CITY/STATE	
POSTAL/ZIP CODE		POSTAL/ZIP CODE	
PHONE NUMBER		PHONE NUMBER	
FAX NUMBER		FAX NUMBER	

EXHIBIT Q
ESCROW DEPOSIT QUESTIONNAIRE

Introduction

From time to time, technology escrow beneficiaries may exercise their right to perform verification services. This is a service that Iron Mountain provides for the purpose of validating relevance, completeness, currency, accuracy and functionality of deposit materials.

Purpose of Questionnaire

In order for Iron Mountain to determine the deposit material requirements and to quote fees associated with verification services, a completed deposit questionnaire is requested. It is the responsibility of the escrow depositor to complete the questionnaire.

Instructions

Please complete the questionnaire in its entirety by answering every question with accurate data. Upon completion, please return the completed questionnaire to the beneficiary asking for its completion, or e-mail it to Iron Mountain Intellectual Property Management to the attention of Shane Ryan at shaneryan@ironmountain.com.

Escrow Deposit Questionnaire

General Description

- (a) What is the general function of the software to be placed into escrow?

Application Source Code

- (b) On what media will the source code be delivered?

Tape LTO3

3. What is the size of the deposit in megabytes?

Initial 200GB

Requirements for the Execution of the Software Protected by the Deposit

1. What are the system hardware requirements to successfully execute the software? (memory, disk space, etc.)

For each application:

Minimum Requirements:

Workstation:

Microsoft Windows 2000 or later
Microsoft Office 2000 or later
Internet Explorer 5.5 or later
128MB RAM
100MB local storage
400MHz processor

IIS:

Microsoft Windows 2000 server or later
Internet Information Service 6 or later
1 GB RAM
100GB local storage
2.6GHz Processor

SQL:

Microsoft Windows 2000 server or later
Microsoft SQL 2000 server or later
1 GB RAM
100GB local storage
2.6GHz Processor

2. How many machines are required to completely set up the software?

Three:

- a. User workstation
- b. IIS server
- c. SQL Server

3. What are the software and system software requirements, to execute the software and verify correct operation?

Minimum Requirements:

Workstation:

Microsoft Windows 2000 or later
Microsoft Office 2000 or later
Internet Explorer 5.5 or later
128MB RAM
100MB local storage
400MHz processor

IIS:

Microsoft Windows 2000 server or later
Internet Information Service 6 or later
1 GB RAM
100GB local storage
2.6GHz Processor

SQL:

Microsoft Windows 2000 server or later
Microsoft SQL 2000 server or later
1 GB RAM
100GB local storage

Requirements for the Assembly of the Deposit

1. Describe the nature of the source code in the deposit. (Does the deposit include interpreted code, compiled source, or a mixture? How do the different parts of the deposit relate to each other?)

Compiled Source

2. How many build processes are there?

One per application

3. How many unique build environments are required to assemble the material in the escrow deposit into the deliverables?

One

4. What hardware is required for each build environment to compile the software? (including memory, disk space, etc.)

Minimum Requirements:

Workstation:

Microsoft Windows 2000 or later

Microsoft Office 2000 or later

Internet Explorer 5.5 or later

128MB RAM

100MB local storage

400MHz processor

IIS:

Microsoft Windows 2000 server or later

Internet Information Service 6 or later

1 GB RAM

100GB local storage

2.6GHz Processor

SQL:

Microsoft Windows 2000 server or later

Microsoft SQL 2000 server or later

1 GB RAM

100GB local storage

2.6GHz Processor

5. What operating systems (including versions) are used during compilation? Is the software executed on any other operating systems/version?

Windows 2000 or XP

6. How many separate deliverable components (executables, share libraries, etc.) are built?

One per application

7. What compilers/linkers/other tools (brand and version) are necessary to build the application?

Microsoft Visual Basic 6 and Microsoft Visual .NET

8. What, if any, third-party libraries are used to build the software?

Infragistics Ultra Tool Bars 5
Component One Suite

9. How long does a complete build of the software take? How much of that time requires some form of human interaction and how much is automated?

30 minutes to build
25 minutes human
5 minutes auto

10. Do you have a formal build document describing the necessary steps for system configuration and compilation?

Yes

11. Do you have an internal QA process? If so, please give a brief description of the testing process.

Yes

Development team submits a build to QA for testing
QA runs the application functions through comprehensive scripts
Any caveats are tagged and sent back to development for resolution.
Once the developers have fixed the problems, a new build is created and sent to QA.

12. Please list the appropriate technical person(s) Iron Mountain may contact regarding this set of escrow deposit materials.

Nathan Steere
Don Kleinmuntz
Ryan Baker

Please provide your contact information below:

Name: Nathan Steere
Telephone: 217-359-8422 x615
Company: Strata Decision Technology
Address: 2001 S First St Suite 200
City, State: Champaign, IL Postal Code: 61820
Country: USA
E-mail: nsteere@strata-decision.com

For additional information about Iron Mountain Technical Verification Services, please contact Shane Ryan at 978-667-3601 ext. 100 or by e-mail at <mailto:shaneryan@ironmountain.com>.

www.ironmountain.com



EXHIBIT P.1 (BENEFICIARY ENROLLMENT FORM)

TO THE

COST ACCOUNTING AND DECISION SUPPORT SYSTEM AND SERVICES AGREEMENT

Exhibit E

Beneficiary Enrollment Form and Amendment

Depositor and Iron Mountain Intellectual Property Management, Inc. ("Iron Mountain"), hereby acknowledge that **Beneficiary Company Name:** County of Los Angeles is the **Beneficiary** referred to in the Escrow Agreement that supports **Deposit Account Number:** 35625 with Iron Mountain as the escrow agent. **Beneficiary** hereby agrees to be bound by all provisions of such Agreement as herein amended. The last date noted on the signature blocks of this enrollment shall be the Effective Date.

With respect to the enrolling Beneficiary hereunder only, the Parties hereby agree to amend the Agreement as follows:

Section 1 (Release Conditions) of Exhibit C (Release of Deposit Material) is deleted in its entirety and replaced with the following:

- "1. Release Conditions. Depositor and Beneficiary agree that Iron Mountain will provide notice via commercial express mail to the Depositor if a Beneficiary under this Agreement submits a Deposit Material release Work Request based on one or more of the following conditions (defined as "Release Conditions"):
- (i) Depositor (i) applies for or consents to the appointment of or the taking of possession by a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property to which this Agreement relates; (ii) makes a general assignment for the benefit of creditors; (iii) commences a voluntary case under the Federal Bankruptcy Code, as now or hereafter in effect; or (iv) fails to contest in a timely or appropriate manner or acquiesces in writing to any petition filed against it in an involuntary case under such Bankruptcy Code or any application filed against it for the appointment of a receiver, custodian, trustee or liquidation of itself or of all or a substantial part of its property;
 - (ii) Depositor is liquidated or dissolved or ceases to do business without having assigned or otherwise transferred its rights and obligations under this Agreement to a permitted assignee that is qualified to support the Software and to fulfill Depositor's obligations hereunder; or
 - (iii) Beneficiary determines that any of the "Depositor-Beneficiary Agreement Release Conditions" has occurred. For purposes of this Section 1(iii), the **Depositor-Beneficiary Agreement Release Conditions** are the "Release Conditions" as that term is defined in the Cost Accounting and Decision Support System and Services Agreement entered into by and between Beneficiary and Depositor.

For the avoidance of doubt, Iron Mountain shall not exercise any discretion nor make any determination regarding the validity of a Release Condition nor the Beneficiary's eligibility to submit a Work Request for the release of the Deposit Material. Iron Mountain shall rely solely on notice from the Beneficiary in a Work Request of the occurrence of a Release Condition, provided Iron Mountain otherwise complies with the process set forth in this Exhibit C."

Except as set forth in this Beneficiary Enrollment Form and Amendment, the Agreement is unaffected and will continue in full force and effect in accordance with its terms.

BALANCE OF THIS PAGE LEFT INTENTIONALLY BLANK – NOTICE AND CONTACT PAGE FOLLOWS

Authorized Person(s) Notices Table			
Please provide the name(s) and contact information of the Authorized Person(s) under this Agreement. Please complete all information as applicable. Incomplete information may result in a delay of processing.			
DEPOSITOR (Required information)		BENEFICIARY (Required information)	
Print Name		Print Name	
Title		Title	
Email Address		Email Address	
Street Address		Street Address	
City		City	
State/Province		State/Province	
Postal/Zip Code		Postal/Zip Code	
Country		Country	
Phone Number		Phone Number	
Fax Number		Fax Number	

Billing Contact Information Table			
Please provide the name and contact information of the Billing Contact under this Agreement. All Invoices will be sent to this individual at the address set forth below.			
DEPOSITOR		BENEFICIARY	
<input type="checkbox"/> Check if same as Authorized Person		<input type="checkbox"/> Check if same as Authorized Person	
Company Name		Company Name	
Print Name		Print Name	
Title		Title	
Email Address		Email Address	
Street Address		Street Address	
Province/City/State		Province/City/State	
Postal/Zip Code		Postal/Zip Code	
Phone Number		Phone Number	
Fax Number		Fax Number	
Purchase Order #		Purchase Order #	

BALANCE OF THIS PAGE LEFT INTENTIONALLY BLANK – SERVICE DESCRIPTION PAGE FOLLOWS

Beneficiary Enrollment Form Work Request				
Please check boxes to order services and to identify the Paying Party				
Service	Service Description	One-Time Fees	Annual Fees	Paying Party
<input checked="" type="checkbox"/> Add Additional Beneficiary	Iron Mountain will fulfill a Work Request to add a new Beneficiary to an escrow deposit account in accordance with the Agreement.		\$900	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Additional Deposit Account	Iron Mountain will set up one additional deposit account to manage and administrate access to new Deposit Material that will be securely stored in controlled media vaults in accordance with the Agreement that governs the Initial Deposit Account.		\$1,200	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add File List Test	Iron Mountain will perform one (1) File List Test, which includes a Deposit Material media readability analysis, a file listing, a file classification table, virus scan outputs, and confirmation of the presence or absence of a completed escrow deposit questionnaire. A final report will be sent to the requesting Party regarding the Deposit Material.. Deposit must be provided on CD, DVD-R, or deposited electronically.	\$3,000	N/A	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Level 1 - Inventory and Analysis Test	Iron Mountain will perform an Inventory Test on the initial deposit, which includes Analyzing deposit media readability, virus scanning, developing file classification tables, identifying the presence/absence of build instructions, and identifying materials required to recreate the Depositor's software development environment. Output includes a report which will include build instructions, file classification tables and listings. In addition, the report will list required software development materials, including, without limitation, required source code languages and compilers, third-party software, libraries, operating systems, and hardware, as well as Iron Mountain's analysis of the deposit.	\$6,000 or based on SOW if custom work required	N/A	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Custom Contract Fee	Custom contracts are subject to the Custom Contract Fee, which covers the review and processing of custom or modified contracts.	\$900	N/A	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary

IN WITNESS WHEREOF, the Parties have duly executed this Enrollment as of the Effective Date by their authorized representatives:

DEPOSITOR		BENEFICIARY	
Signature		Signature	
Print Name		Print Name	
Title		Title	
Date		Date	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.	
Signature	
Print Name	
Title	
Date	

<p>Approved as to Form and Legal Content: Iron Mountain IPM Service Delivery</p> <p><i>Melba Thomas</i></p> <p>Name: Melba Thomas, Contracts Specialist Date: October 13, 2020</p>

All notices to Iron Mountain Intellectual Property Management, Inc. should be sent to ipmclientservices@ironmountain.com OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 6111 Live Oak Parkway, Norcross, GA 30093, USA. Telephone: 800-875-5669. Facsimile: 770-239-9201.



EXHIBIT Q (CONFIDENTIALITY AND ASSIGNMENT AGREEMENT)

TO THE

COST ACCOUNTING AND DECISION SUPPORT SYSTEM AND SERVICES
AGREEMENT

EXHIBIT Q

CONFIDENTIALITY AND ASSIGNMENT AGREEMENT

CONTRACTOR: _____

1. GENERAL INFORMATION

The organization identified above ("**Contractor**") is under contract ("**Agreement**") to provide Services (as such term is defined in the Agreement) to the County of Los Angeles ("**County**"). County requires each employee, agent, consultant, outsourced vendor and independent contractor (in this Exhibit Q (Confidentiality and Assignment Agreement), "staff") of this Contractor performing Services under such Agreement to understand his/her obligations with respect to the personal, proprietary and other confidential material, data or information, with which he/she will be in contact. Contractor, by executing this Confidentiality and Assignment Agreement ("**Confidentiality and Assignment Agreement**"), represents that it shall ensure each such staff member's compliance with the obligations regarding such data and information, as set forth in the Agreement, including this Exhibit Q (Confidentiality and Assignment Agreement).

2. CONTRACTOR ACKNOWLEDGMENT

Contractor understands and agrees that all of Contractor's, or any subcontractor's, staff that will provide Services pursuant to the above-referenced Agreement are Contractor's, or any subcontractor's, sole responsibility. Contractor understands and agrees that its, or any subcontractor's, staff must rely exclusively upon Contractor, or any subcontractor, for payment of salary and any and all other benefits payable by virtue of such staff's performance of Services under the above-referenced Agreement.

Contractor understands and agrees that its, or any subcontractor's, employees are not employees of County for any purpose whatsoever and that such staff do not have and will not acquire any rights or benefits of any kind from County by virtue of performance of Services under the above-referenced Agreement. Contractor understands and agrees that its, or any subcontractor's, staff do not have and will not acquire any rights or benefits from County pursuant to any agreement between any person or entity and County.

3. CONFIDENTIALITY

Contractor, any subcontractor, and their staff, by virtue of performing Services under the above-referenced Agreement, may come in contact with (i) Confidential Information (as such term is defined in the Agreement), (ii) data and information, which County has an obligation to keep confidential by applicable law or otherwise, and (iii) proprietary information belonging to other organizations, contractors or their subcontractors doing business with County (collectively for the purpose of this Exhibit Q (Confidentiality and Assignment Agreement), "**Confidential Information**"). By signing this Confidentiality and Assignment Agreement, Contractor agrees that, by virtue of involvement in the Services under the Agreement, it, any subcontractor, and their staff shall protect the confidentiality of all such Confidential Information pursuant to the terms of Section 19 (Confidentiality) of the Agreement and as specified below.

Contractor agrees, on behalf of itself, its subcontractors and all staff, (i) to protect from loss and hold in confidence any and all Confidential Information; (ii) not to directly or indirectly reveal, report, publish, transfer, reproduce to, or for the benefit of, any unauthorized person or otherwise disclose any Confidential Information obtained while performing Services under the above-referenced Agreement; and (iii) to utilize the Confidential Information solely for the limited purpose of providing Services pursuant to the Agreement. Contractor's, or any subcontractor's, staff shall forward all requests for disclosure or copying of any such information in their possession or care to the County Project Manager under the Agreement.

Contractor agrees to report to the County Project Manager under the Agreement any and all violations of this Confidentiality and Assignment Agreement, including unauthorized disclosures or copying of Confidential Information, whether accidental or intentional, and whether by Contractor's, or any subcontractor's, staff and/or by any other person, of which such staff become aware. Contractor agrees and shall ensure that its, or any

subcontractor's, staff return possession of all Confidential Information to the County Project Manager under the Agreement upon completion of the above-referenced Agreement, or termination of employment with the Contractor, or any subcontractor, whichever occurs first.

4. PROPRIETARY RIGHTS

Contractor agrees to execute, and cause to be executed by its subcontractors and all staff, all necessary documents and to perform, or cause to be performed, all other acts by Contractor and its subcontractors and all staff, in order to convey the rights and licenses and otherwise comply with its obligations as to the Licensed Software as set forth in Section 18 (Intellectual Property) of the Agreement.

SIGNED	_____	DATE	_____
PRINTED	_____	TITLE	_____



EXHIBIT R (CONTRACTOR'S EEO CERTIFICATION)

TO THE

COST ACCOUNTING AND DECISION SUPPORT SYSTEM AND SERVICES
AGREEMENT

CONTRACTOR'S EEO CERTIFICATION

Strata Decision Technology, LLC

Contractor Name

200 E. Randolph, 49th Floor, Chicago, IL 60601

Address

45-2602499

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

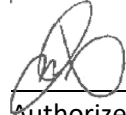
In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes X | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes X | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes X | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes X | No <input type="checkbox"/> |

John Martino, CFO/COO

Authorized Official's Printed Name and Title



Authorized Official's Signature

10/5/2020

Date



EXHIBIT S (COUNTY ORDINANCES AND POLICIES)

TO THE

COST ACCOUNTING AND DECISION SUPPORT SYSTEM AND SERVICES
AGREEMENT

EXHIBIT S

COUNTY ORDINANCES AND POLICIES

COUNTY OF LOS ANGELES

POLICY ON DOING BUSINESS WITH SMALL BUSINESS

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE. . .

The importance of small business to the County. . .

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

The County can play a positive role in helping small business grow. . .

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.
4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. “Contractor” means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.
- C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website:

<https://doingbusiness.lacounty.gov/listing-of-contractors-debarred-in-los-angeles-county/>

IRS NOTICE 1015



Department of the Treasury Internal Revenue Service

Notice 1015

(Rev. December 2019)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2019 are less than \$55,952 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following.

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you

must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2020.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at www.irs.gov/FormsPubs. Or you can go to www.irs.gov/OrderForms to order it.

How Will My Employees Know if They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the Instructions for Forms 1040 and 1040-SR.

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2019 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2019 and owes no tax but is eligible for a credit of \$800, he or she must file a 2019 tax return to get the \$800 refund.

Notice **1015** (Rev. 12-2019)
Cat. No. 205991

Safely Surrendered Baby Law

For printing purposes, the Fact Sheet and other information is available on the Internet at:

<https://www.lacounty.gov/residents/family-services/child-safety/safe-surrender/>

BACKGROUND AND RESOURCES:
CALIFORNIA CHARITIES REGULATION

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification.

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://oag.ca.gov/>, contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://oag.ca.gov/charities/laws>

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>., and statewide, the *California Association of Nonprofits*, <http://calnonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, provided under this sub-section is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the County of Los Angeles of such organizations.

Title 2 ADMINISTRATION
Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

[2.206.010 Findings and declarations.](#)

[2.206.020 Definitions.](#)

[2.206.030 Applicability.](#)

[2.206.040 Required solicitation and contract language.](#)

[2.206.050 Administration and compliance certification.](#)

[2.206.060 Exclusions/Exemptions.](#)

[2.206.070 Enforcement and remedies.](#)

[2.206.080 Severability.](#)

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.

B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.

C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.

D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.

E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.

G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement.
(Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 - 1. Chief Executive Office delegated authority agreements under \$50,000;
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 - 3. A purchase made through a state or federal contract;
 - 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 - 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 - 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 - 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 - 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 - 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 - 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 - 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 - 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 - 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
- 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)



EXHIBIT T (PROJECT TEAM AND GOVERNANCE)

TO THE

COST ACCOUNTING AND DECISION SUPPORT SYSTEM AND SERVICES
AGREEMENT

EXHIBIT T

PROJECT TEAM AND GOVERNANCE

This Exhibit T (Project Team and Governance) is an attachment and addition to the Cost Accounting and Decision Support System and Services Agreement, Agreement No. H-708846, (the “**Agreement**”) entered into by and between the County of Los Angeles, a political subdivision of the State of California (“**County**”) and Strata Decision Technology LLC (“**Contractor**”) and is incorporated into the Agreement by reference hereof. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.

1. PROJECT TEAM

1.1 PROJECT MANAGER

Contractor shall assign a “**Contractor Project Manager.**” The initial Contractor Project Manager is specified in Exhibit J (Contractor Key Employees). The Contractor Project Manager shall be responsible for Contractor’s performance of all its tasks, subtasks and other Services and ensuring Contractor’s compliance with this Agreement, and project and meeting dates and timelines. In addition, the Contractor Project Manager shall be responsible for Contractor’s day-to-day activities under this Agreement and for providing County reports as provided in Section 2 (Reports and Meetings). The Contractor Project Manager shall also serve as Contractor’s liaison with County, assign and schedule Contractor Personnel to perform all of the Services required by County under this Agreement, and act as Contractor’s initial representative for dispute resolution. The background of the initial Contractor Project Manager, along with the location of the Contractor Project Manager, is specified in Exhibit J (Contractor Key Employees). Contractor shall not reassign or replace any Contractor Project Manager during the thirty-six (36) months from the Effective Date of the Agreement or Contractor Key Employees during the time of their Continuity Commitment as set forth in Exhibit J (Contractor Key Employees), unless: (a) Contractor obtains County’s consent in writing (with respect to Contractor Key Employees which such consent shall not be unreasonably withheld) to such reassignment or replacement; or (b) the individual (i) voluntarily resigns from Contractor and is not rehired by Contractor for a period of no less than six (6) months, (ii) is dismissed by Contractor for (1) misconduct (e.g., fraud, drug abuse, theft), or (2) unsatisfactory performance in respect of his or her duties and responsibilities to County or Contractor, (iii) is removed from the Contractor Personnel pursuant to Section 1.4 (Conduct of Contractor Personnel), (iv) is unable to work due to his or her death or disability, or (v) as to Contractor Key Employees (excluding the Contractor Project Manager), requests reassignment under compassionate circumstances (e.g., relocation of a spouse) (subparts (a) and (b) are collectively referred to as “**Approved Reassignments**”). In the event the Contractor Project Manager leaves after the thirty-six (36) month period above, Contractor must provide a replacement that has comparable and appropriate skills and experience for the role as the Contractor Project Manager being replaced, County shall have the right to Approve the replacement, a mutually agreed transition and knowledge transfer plan shall be developed and Approved by County, and, provided the Contractor Project Manager is still employed by Contractor, Contractor shall make the former Contractor Project Manager available to County to address significant issues as to which the former Contractor Project Manager has a unique understanding or perspective based on his or her engagement at County.

1.2 COUNTY PROJECT MANAGER

County shall assign a “**County Project Manager**” who will be responsible for County’s day-to-day activities with respect to such project under this Agreement. The initial County Project Manager is specified in Exhibit W (County Key Personnel). The County Project Manager shall serve as County’s initial

representative for dispute resolution. The County Project Manager shall respond to the Contractor Project Manager's reports to the extent that a response is appropriate as determined by the County Project Manager. All Services provided by Contractor hereunder shall be subject to Approval by the County Project Manager. Any change of the County Project Manager shall be in County's sole discretion; provided County shall notify Contractor in writing of any change. The County Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

1.3 CONTRACTOR KEY EMPLOYEES

The Contractor Key Employees shall be assigned to the County account as set forth in Exhibit J (Contractor Key Employees). The names of the Key Employees will be finalized prior to project kick-off. Contractor agrees that all Key Employees as listed in Exhibit J (Contractor Key Employees) will be Experienced Contractor Employees. "**Experienced Contractor Employees**" are defined as Contractor Personnel who have at least three (3) years of experience and who have served in a "Contractor Project Manager" role as described in Section 1.2 (Contractor Project Manager) for a minimum of ten (10) implementations of the Licensed Software, including two (2) organizations with One Billion Dollars (\$1,000,000,000) or more in revenue. Except for a replacement or reassignment of the Contractor Key Employees due to the occurrence of an Approved Reassignment, Contractor shall not reassign or replace any Contractor Key Employee, if such reassignment or replacement would materially disrupt County's operations, until the completion of any projects to which the Contractor Key Employee is assigned. No Approved Reassignment of a Contractor Key Employee shall occur without at least thirty (30) calendar days (or as reasonably practical under the circumstances) prior written notice to County. Upon an Approved Reassignment of a Contractor Key Employee, the Parties agree to update Exhibit J (Contractor Key Employees) with the name of the agreed upon replacement individual, as appropriate via a Change Notice in accordance with Section 13.2 (Change Notices) of the Agreement.

1.4 CONDUCT OF CONTRACTOR PERSONNEL

While at the County locations, all Contractor Personnel shall (a) comply with reasonable requests, standard rules, policies, and regulations of County communicated (disclosed to Contractor or Contractor Personnel in writing or by other means generally used by County to disseminate such information to employees or contractors, including electronic means) to Contractor regarding personal and professional conduct (including the wearing of business attire commensurate with County's standards and adhering to County regulations and general safety practices or procedures) generally applicable to such County locations, and (b) otherwise conduct themselves in a professional and businesslike manner.

The County Project Director or the County Project Manager shall have the right to Approve or request the removal of any Contractor Personnel assigned to perform under this Agreement. Should County be dissatisfied with the performance, competence, responsiveness, capabilities, cooperativeness, or fitness for a particular task of any Contractor Personnel assigned by Contractor to perform Services under this Agreement, County may request the replacement of such Contractor Personnel. The replacement request shall be in writing, and, upon receipt of the request, Contractor shall make reasonable efforts to furnish a qualified and acceptable replacement within fifteen (15) Business Days. In the event Contractor should ever need to remove any Contractor Personnel from performing Services under this Agreement, Contractor shall provide County with adequate notice, except in circumstances in which such notice is not possible, and shall work with County on a mutually agreeable transition plan so as to provide an acceptable replacement and ensure project continuity. Such transitioning to replacement Contractor Personnel shall be at no additional cost to County. Contractor agrees that all Contractor Personnel assigned to perform under this Agreement must have experience and suitable training and skills in the areas in which they are responsible for performing the tasks to which they will be assigned under this

Agreement. In the event that the actions or inactions of Contractor Personnel create additional work in connection with the performance of the Services that would have otherwise been unnecessary in the absence of such action or inaction, Contractor shall perform all such additional work at no additional charge to County, unless such action or inaction is demonstrated by Contractor to be at the direction of County. In addition, Contractor represents and warrants that it will take all commercially reasonable steps to assure continuity over time of the membership of the group constituting Contractor Personnel. Contractor shall promptly fill any Contractor Personnel vacancy with Contractor Personnel having qualifications at least equivalent to those of the Contractor Personnel being replaced. In the event Contractor replaces Contractor Personnel, all transition tasks, including, but not limited to training, knowledge transfer, and other time involved with the replacement Contractor Personnel becoming familiar with County and the Services, shall be at no additional cost to County. Additionally, in order to ensure a smooth transition between replacement and former Contractor Personnel, Contractor shall use reasonable effort to make the replacement Contractor Personnel available to shadow the Contractor Personnel to be replaced for a period of not less than ten (10) Business Days. During such shadow period, County shall only be responsible for the charges associated with the Contractor Personnel to be replaced.

1.5 COUNTY PERSONNEL

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

2. **REPORTS AND MEETINGS**

2.1 REPORTS

The Contractor Project Manager and County Project Manager, as defined in Sections 1.1 (Project Manager) and 1.2 (County Project Manager), shall communicate at least once every two (2) weeks (the **"Status Report"**) about the work in progress. The communications shall include a conference call or an in-person meeting (the **"Status Meeting"**) and a report from the appropriate Contractor Personnel regarding:

- (a) Period covered by the report;
- (b) Tasks, subtasks, Deliverables, goods, and Services scheduled for the reporting period which were completed;
- (c) Tasks, subtasks, Deliverables, goods, and Services scheduled for the reporting period which were not completed;
- (d) Tasks, subtasks, Deliverables, goods, and Services not scheduled for but completed in the reporting period;
- (e) Tasks, subtasks, Deliverables, goods, and Services scheduled to be completed in the next reporting period;
- (f) Summary of project status as of reporting date;
- (g) Updated Key Deliverable chart;
- (h) Issues to be resolved;
- (i) Issues resolved;

- (j) Updates on any scheduling and Milestones;
- (k) Updates on knowledge transfer, training, education, and validated effectiveness; and
- (l) Any other information that County or Contractor may, from time-to-time, reasonably request in writing that Contractor or County, as the case may be, may deem appropriate.

2.2 QUARTERLY REVIEW MEETINGS

Contractor and County shall, at quarterly intervals or such other time periods mutually agreed to by the Parties, hold a review meeting at County's offices, or by video or telephone conference or such other place as is mutually agreed to by the Parties, to review the performance of the Licensed Software, Third-Party Products, Hosting Software, Services, and Service Levels (as defined in Section 11 (Service Levels) of the Agreement); discuss fee and expense issues; and address such other issues as may be relevant at the time. The Contractor Project Manager (and senior executive personnel from the Contractor who attend) and Contractor's subject matter experts as determined by the meeting agenda shall attend at the sole cost of Contractor.

2.3 ALERT REPORTS

Contractor shall promptly notify County in writing (i.e., e-mail or facsimile transmission) on becoming aware of any change or problem that would negatively impact completion or performance of the Licensed Software, Third-Party Products, Hosting Software, Services, and/or Deliverables, the progress of tasks assigned under a Statement of Work, or any schedule in a Statement of Work. The written notice shall include a detailed description of the relevant change or problem and shall be provided to the County Project Manager and County Project Director.

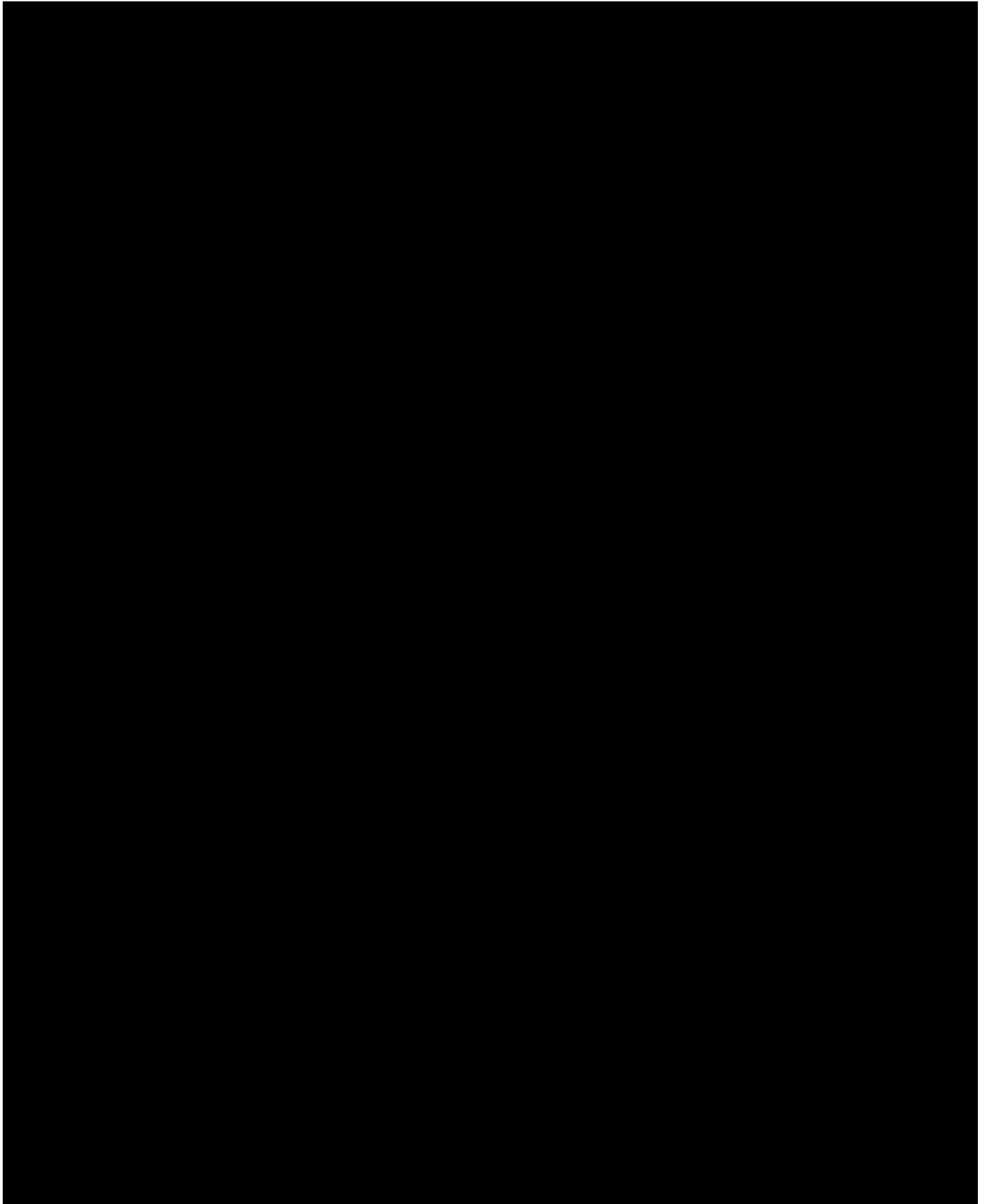


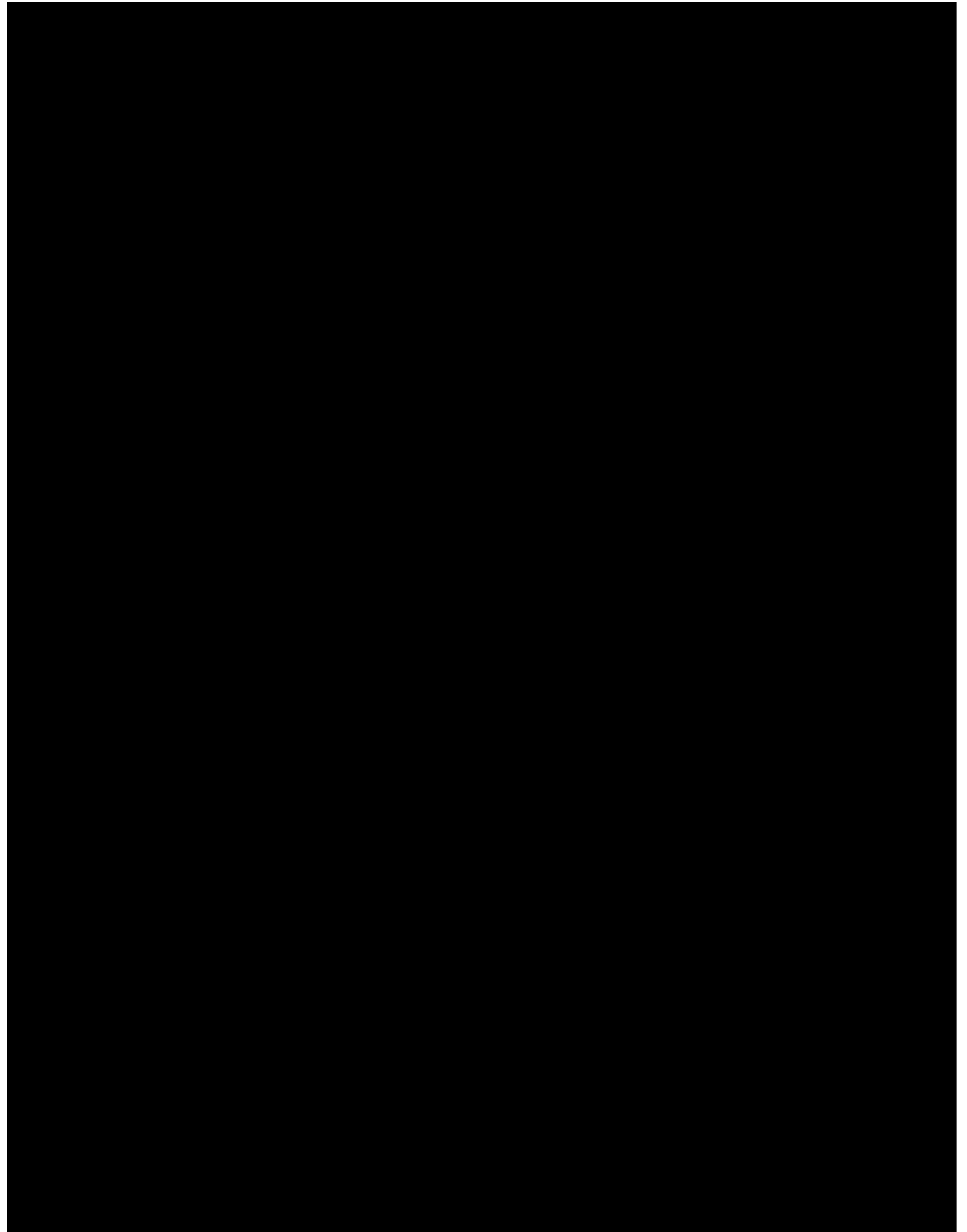
EXHIBIT U (CONTRACTOR DILIGENCE AND INFORMATION SECURITY
QUESTIONNAIRE)

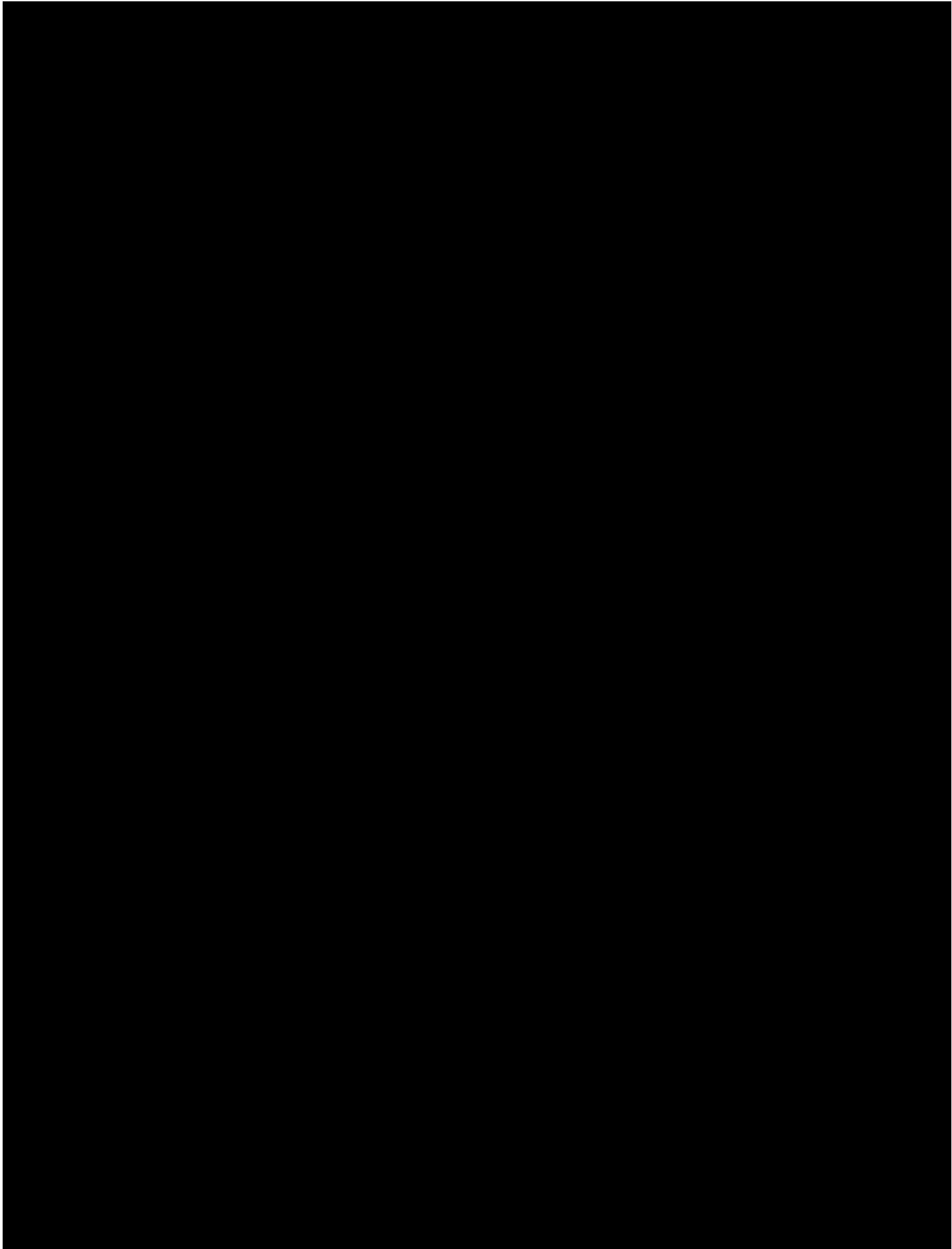
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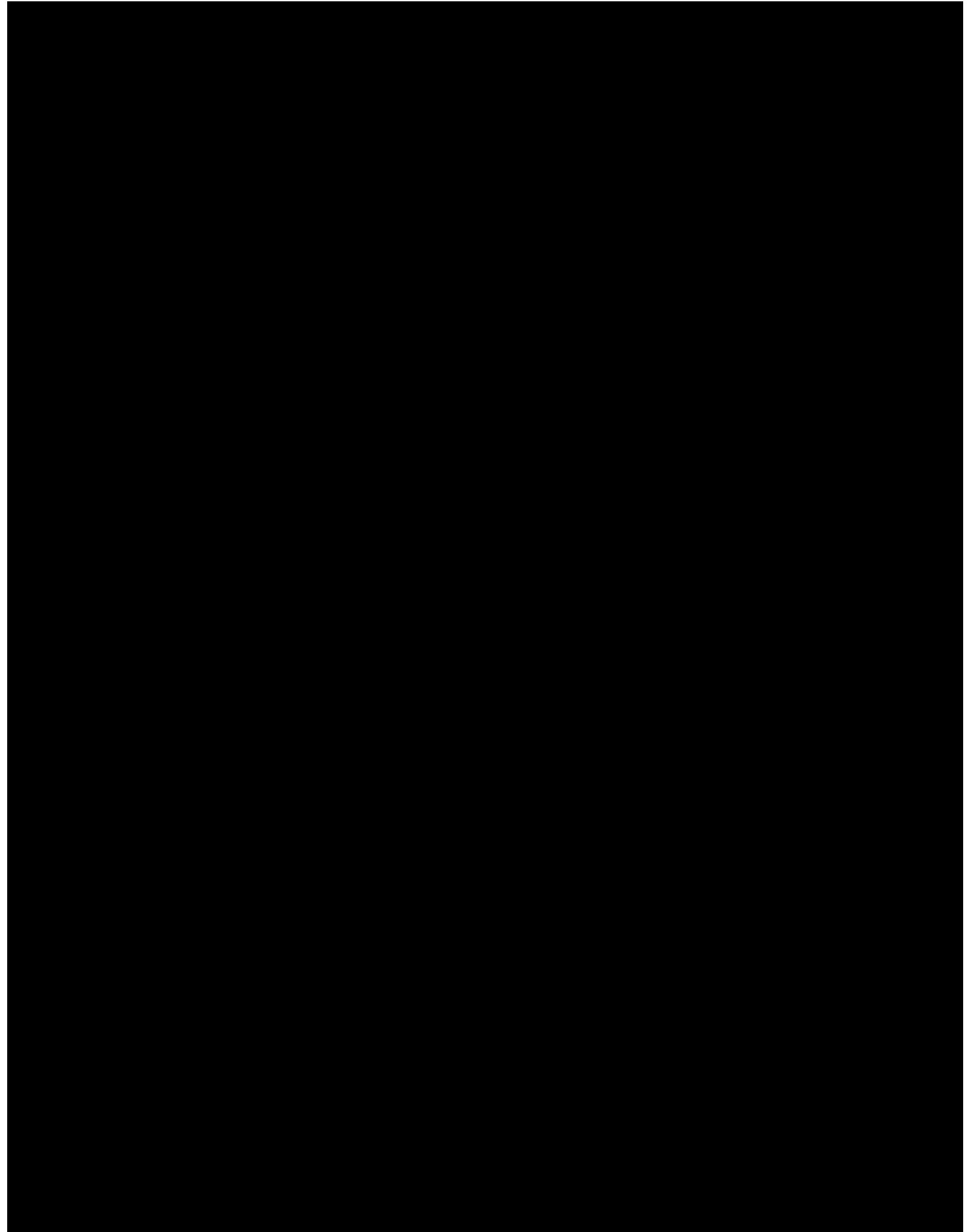
COST ACCOUNTING AND DECISION SUPPORT SYSTEM AND SERVICES
AGREEMENT

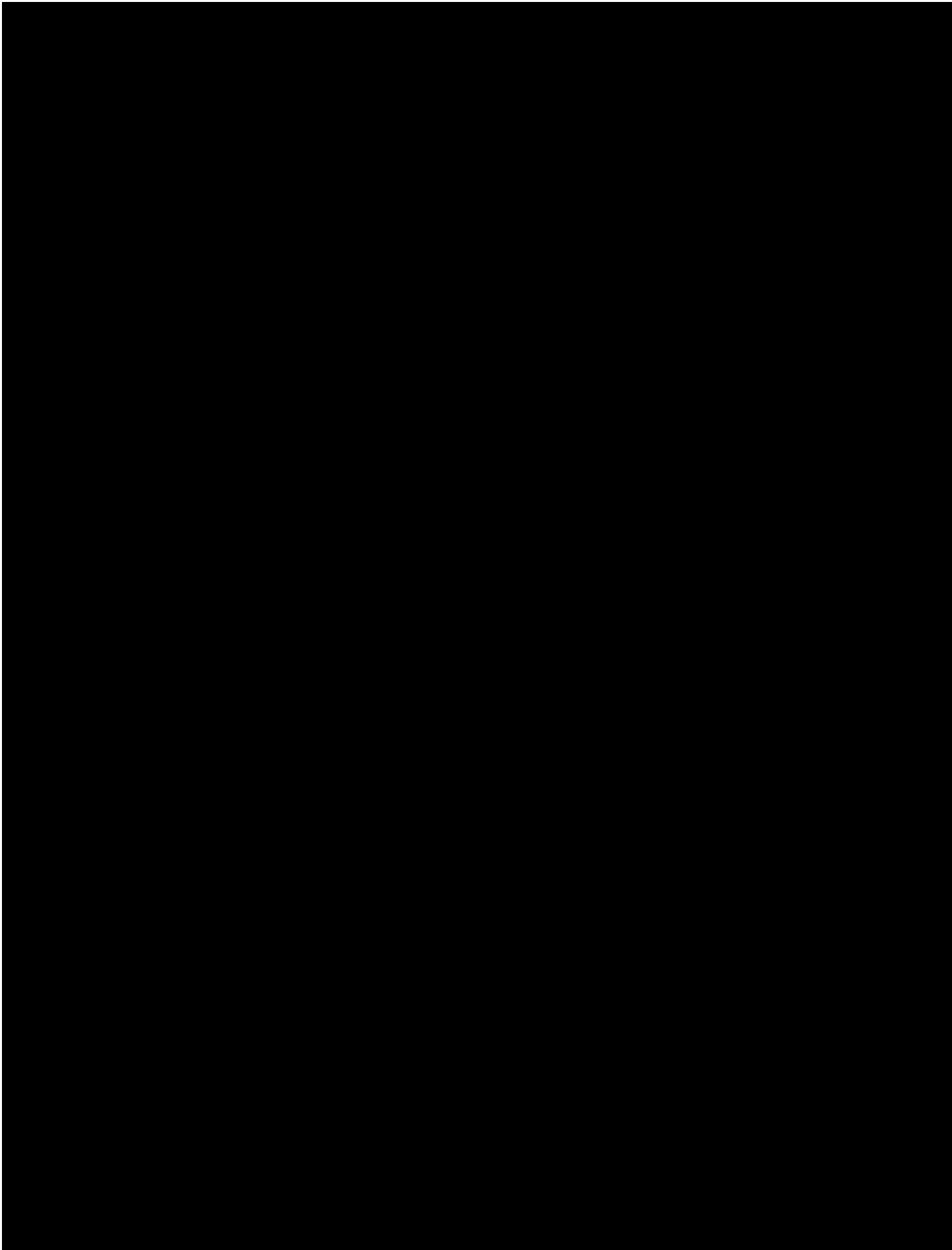
Contractor Diligence and Information Security Questionnaire

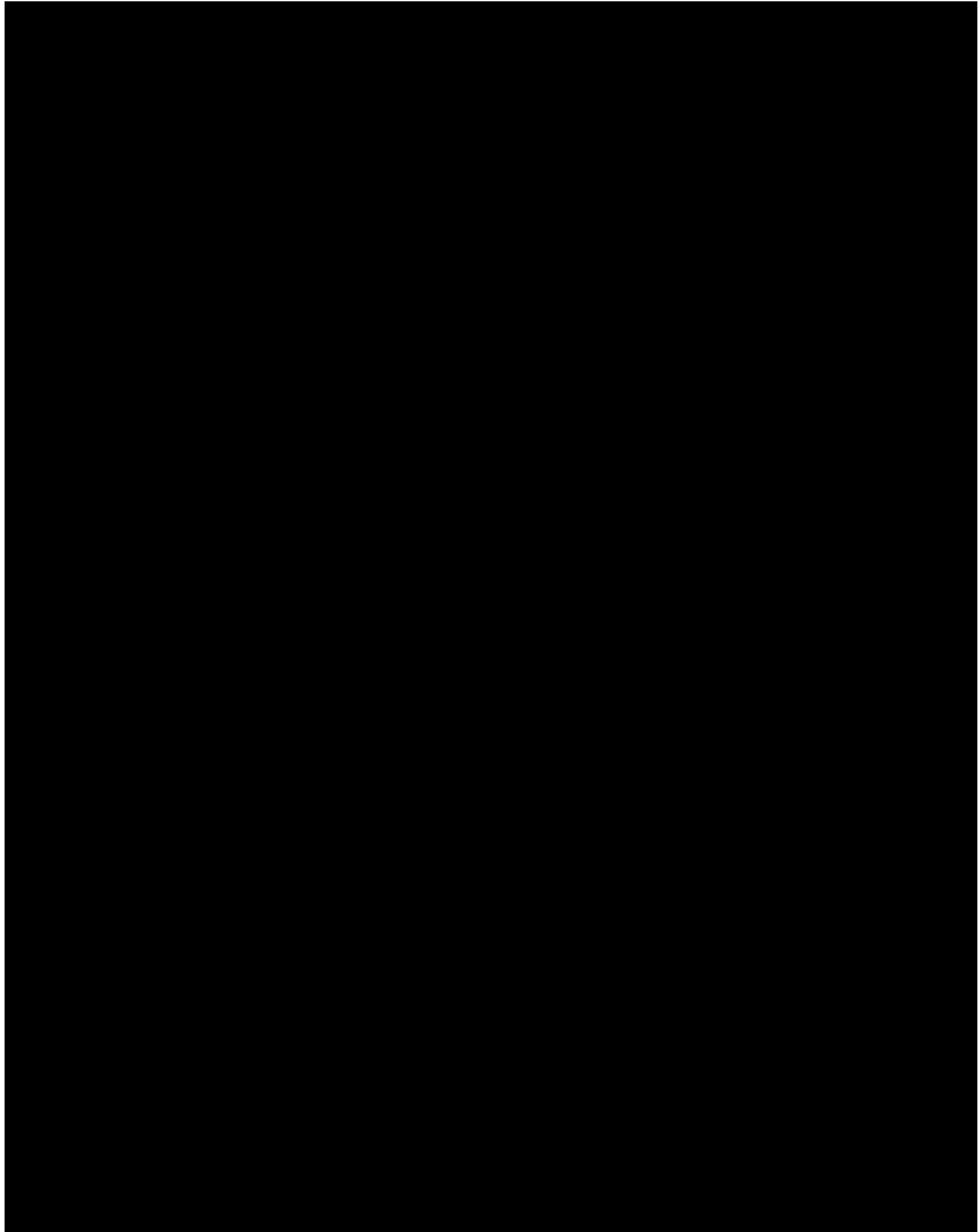


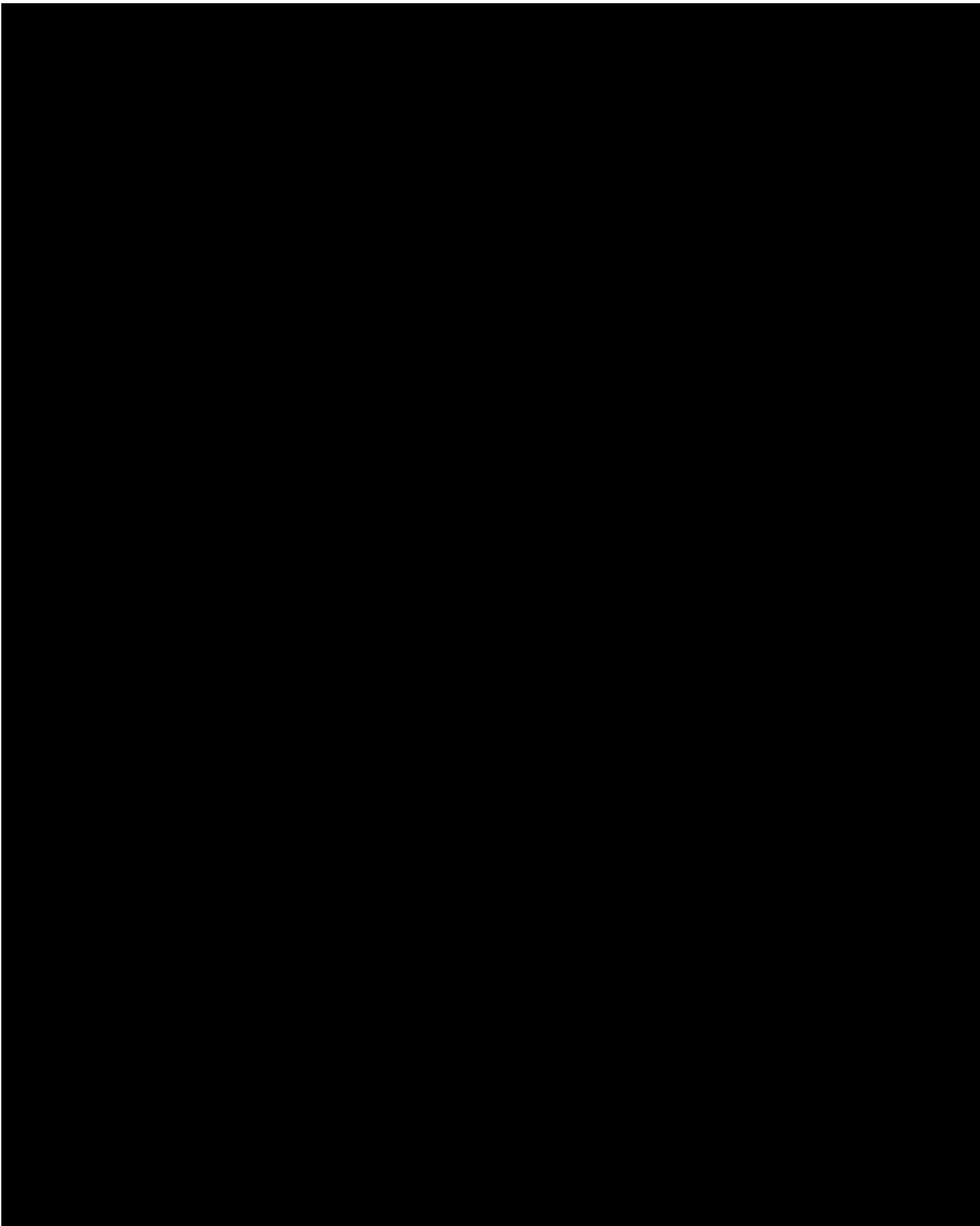


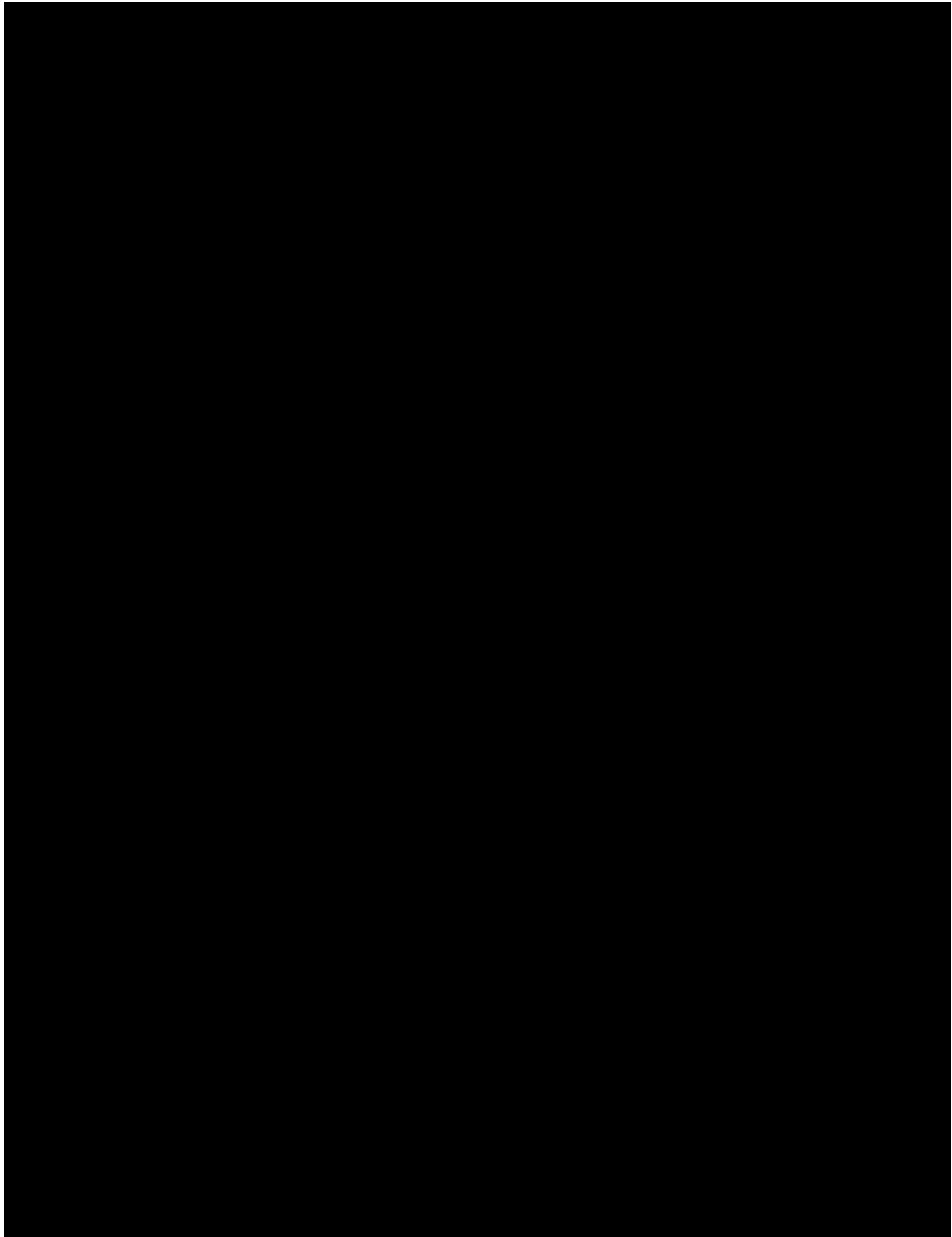


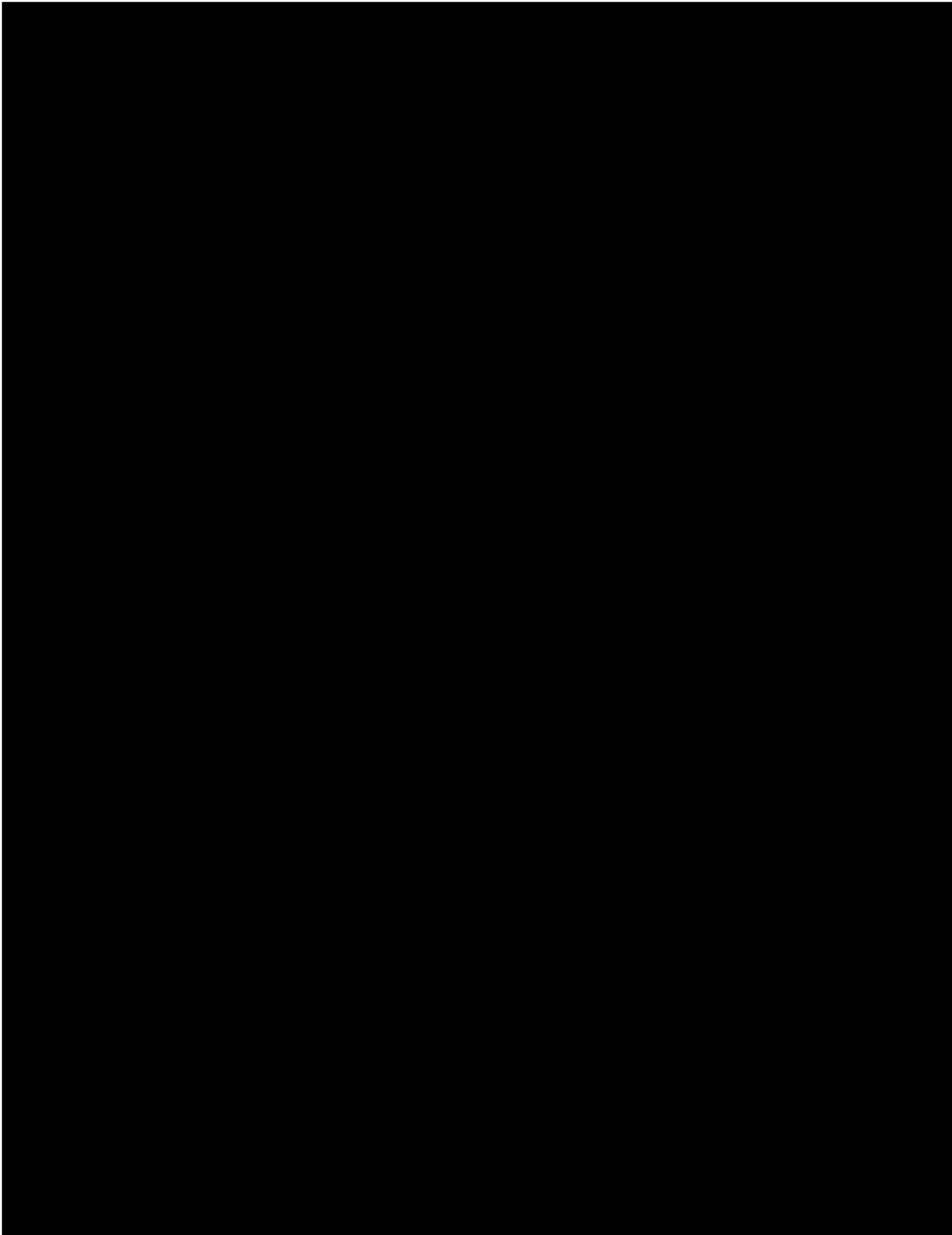


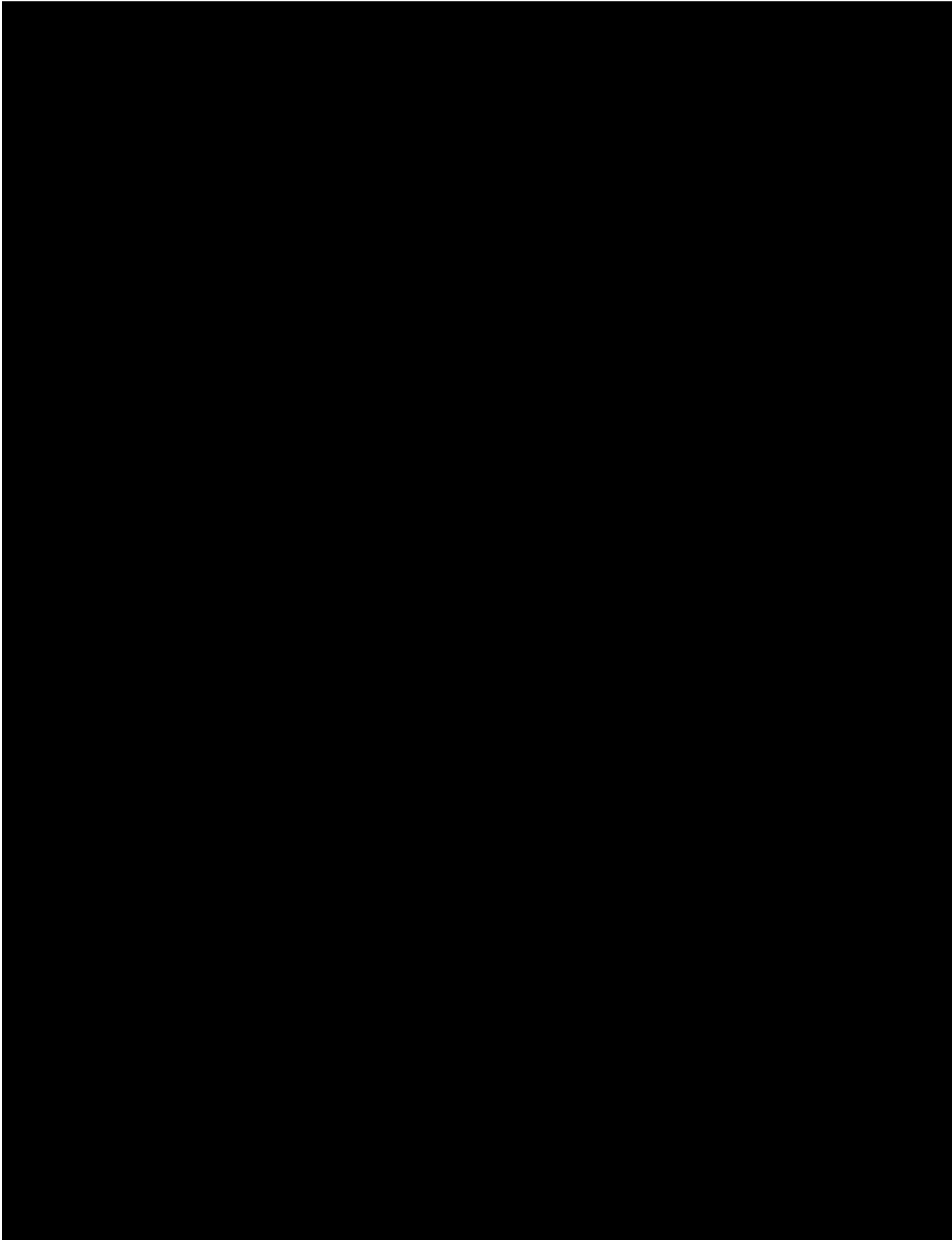


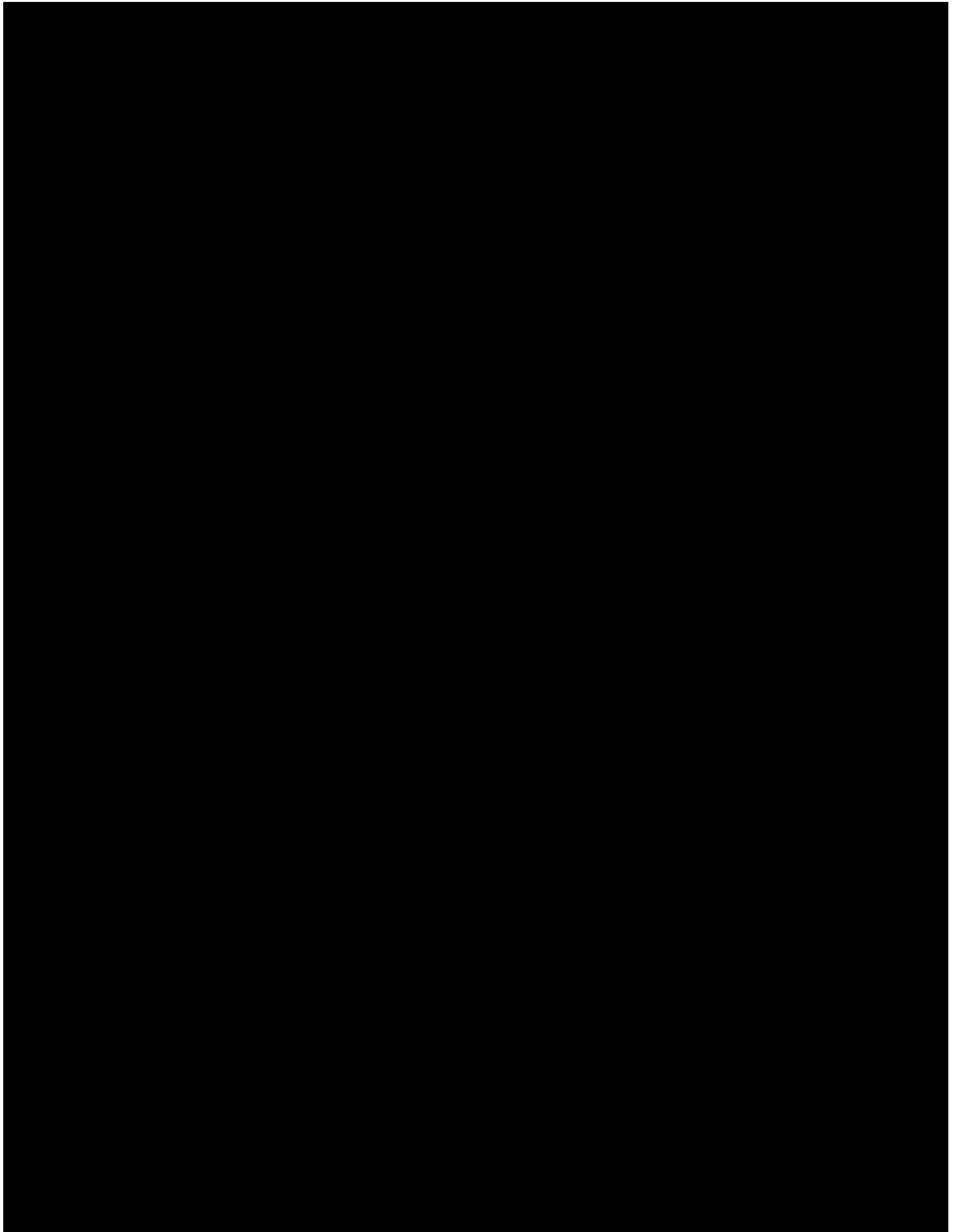


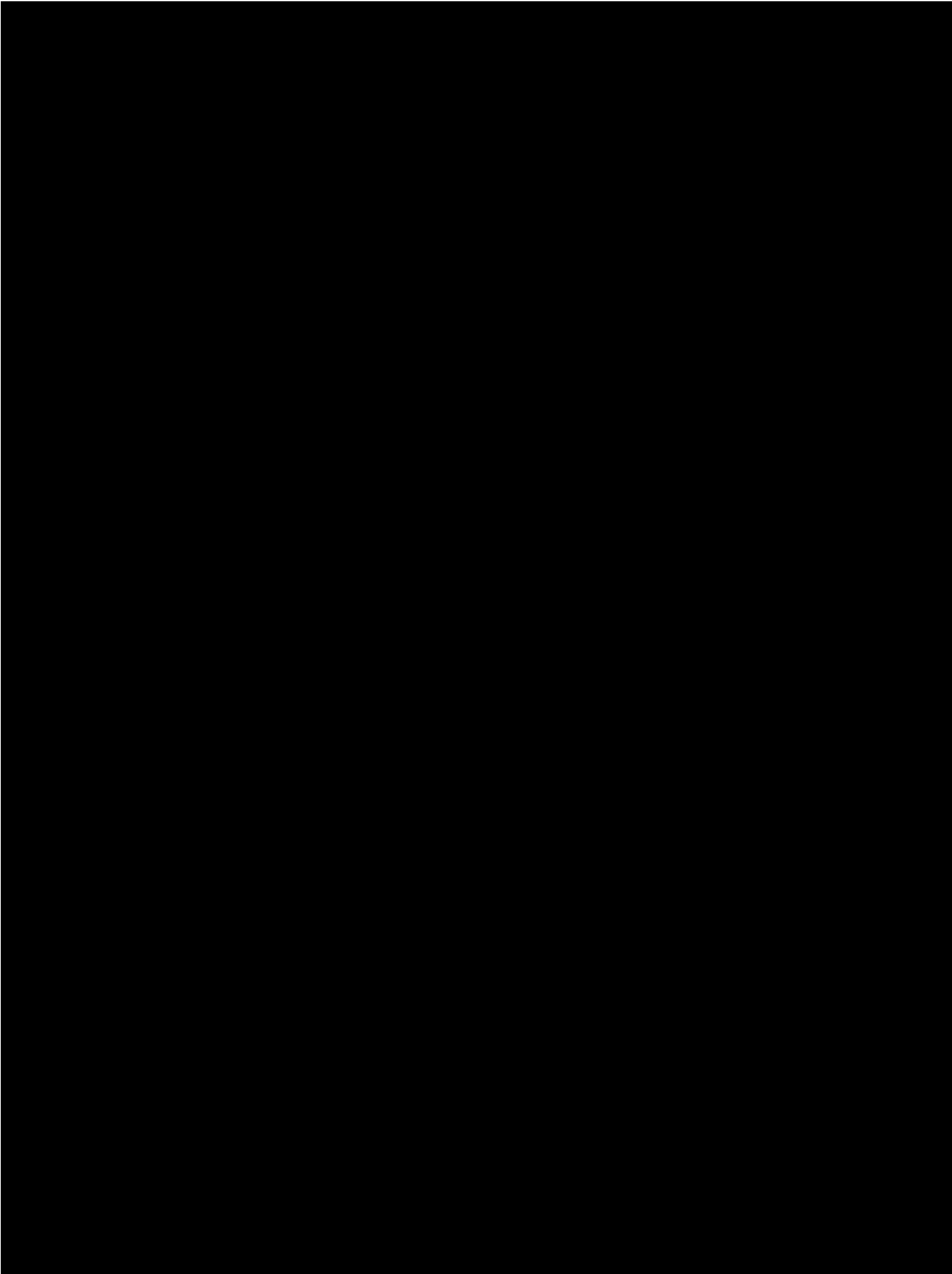


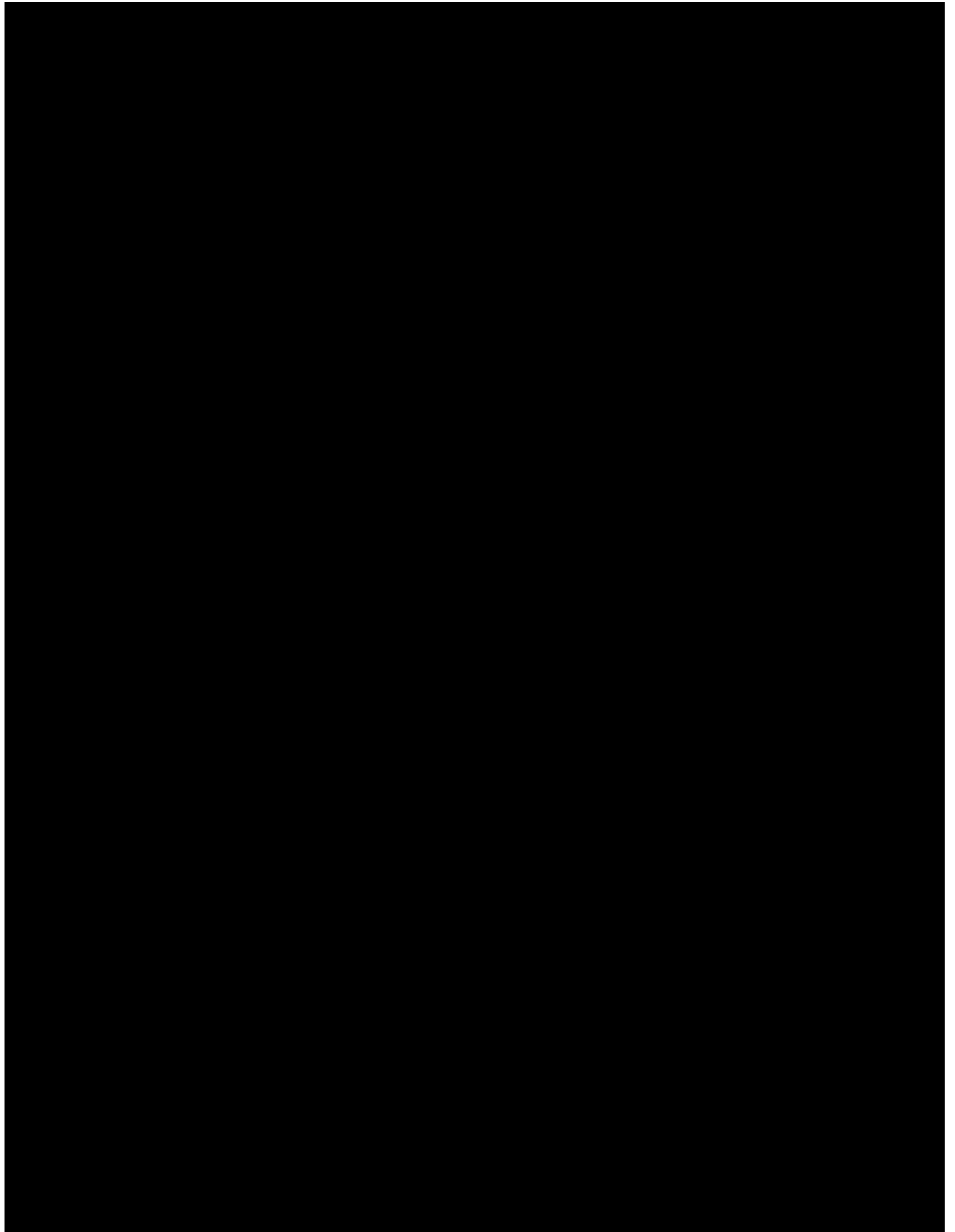


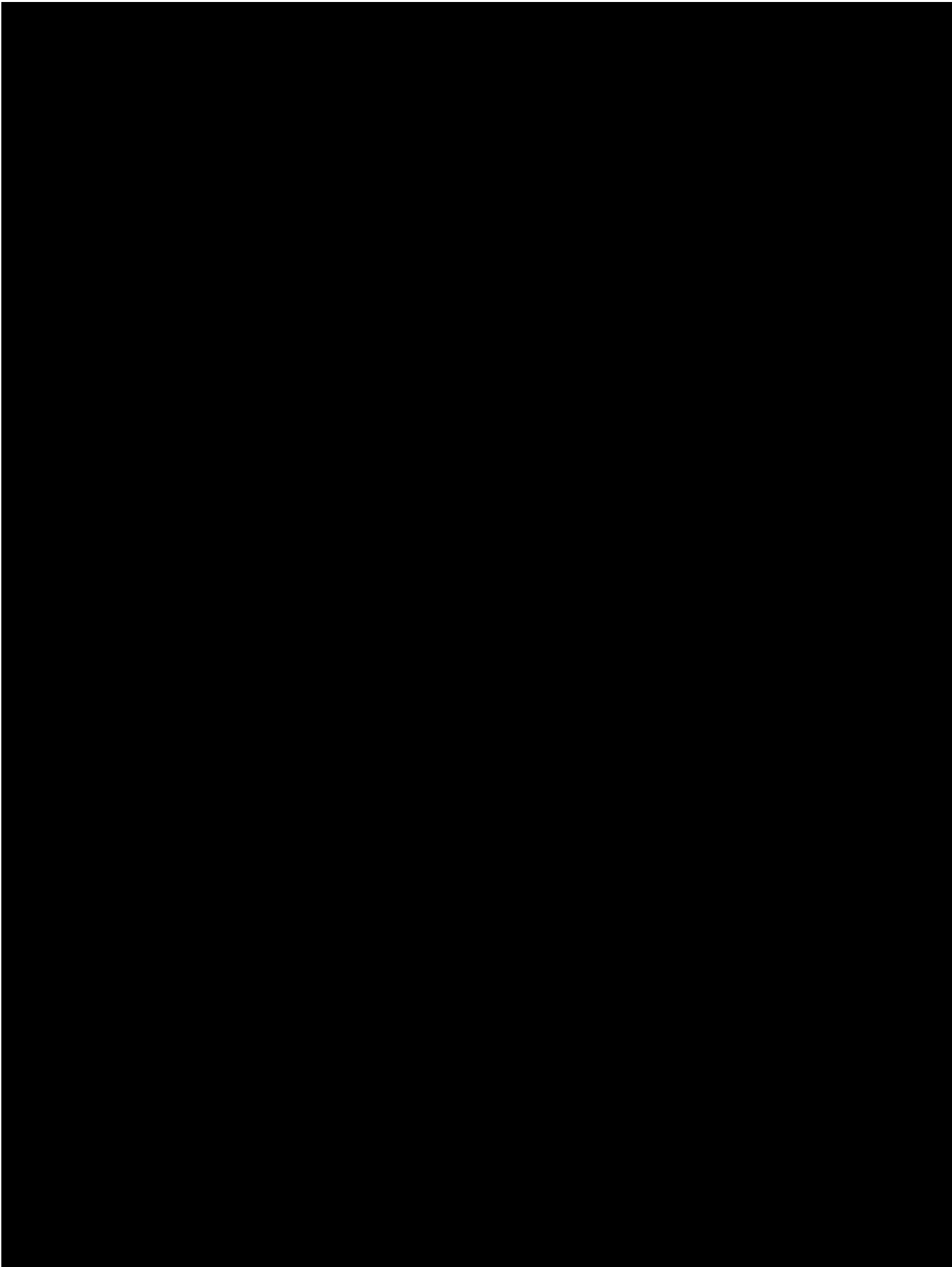


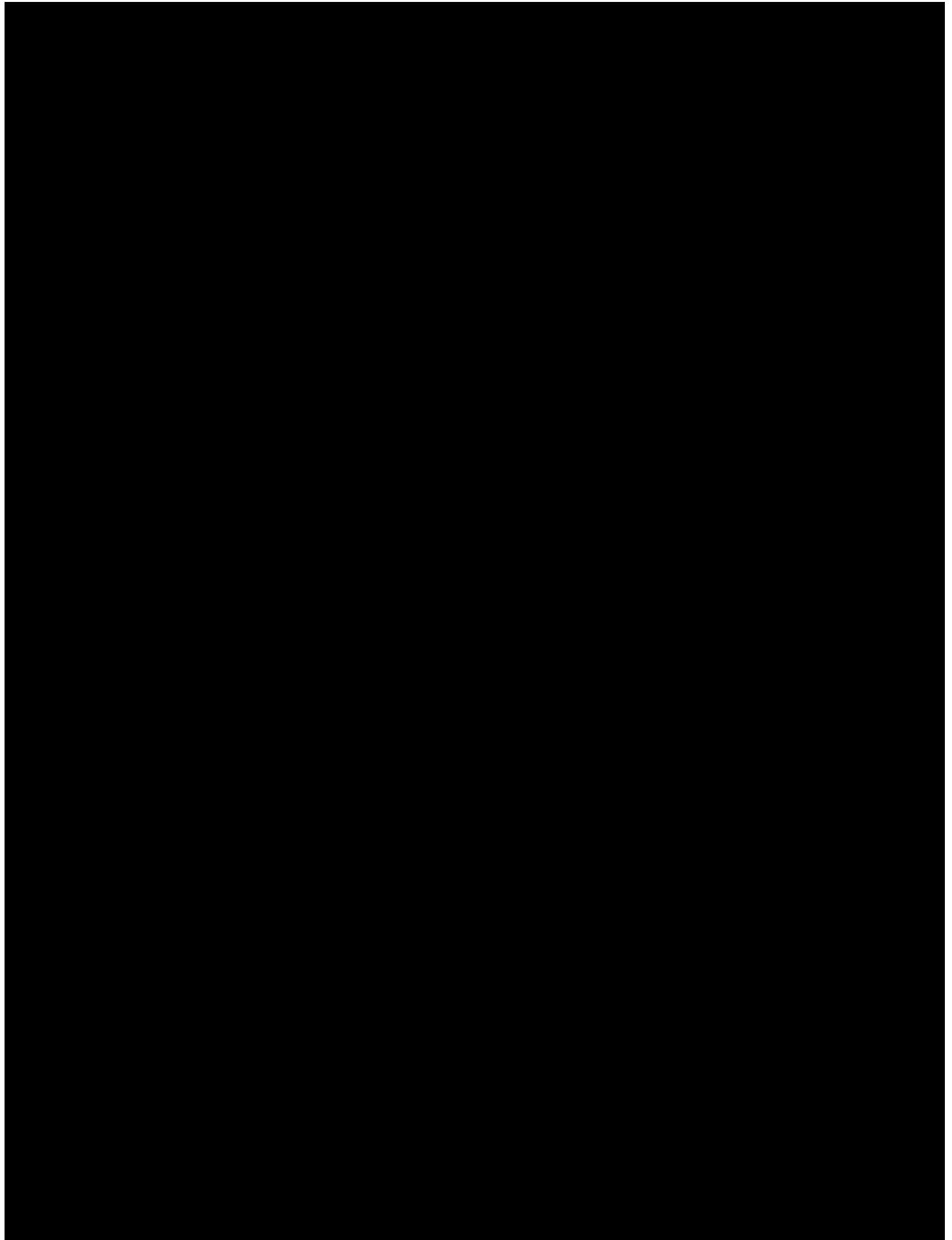


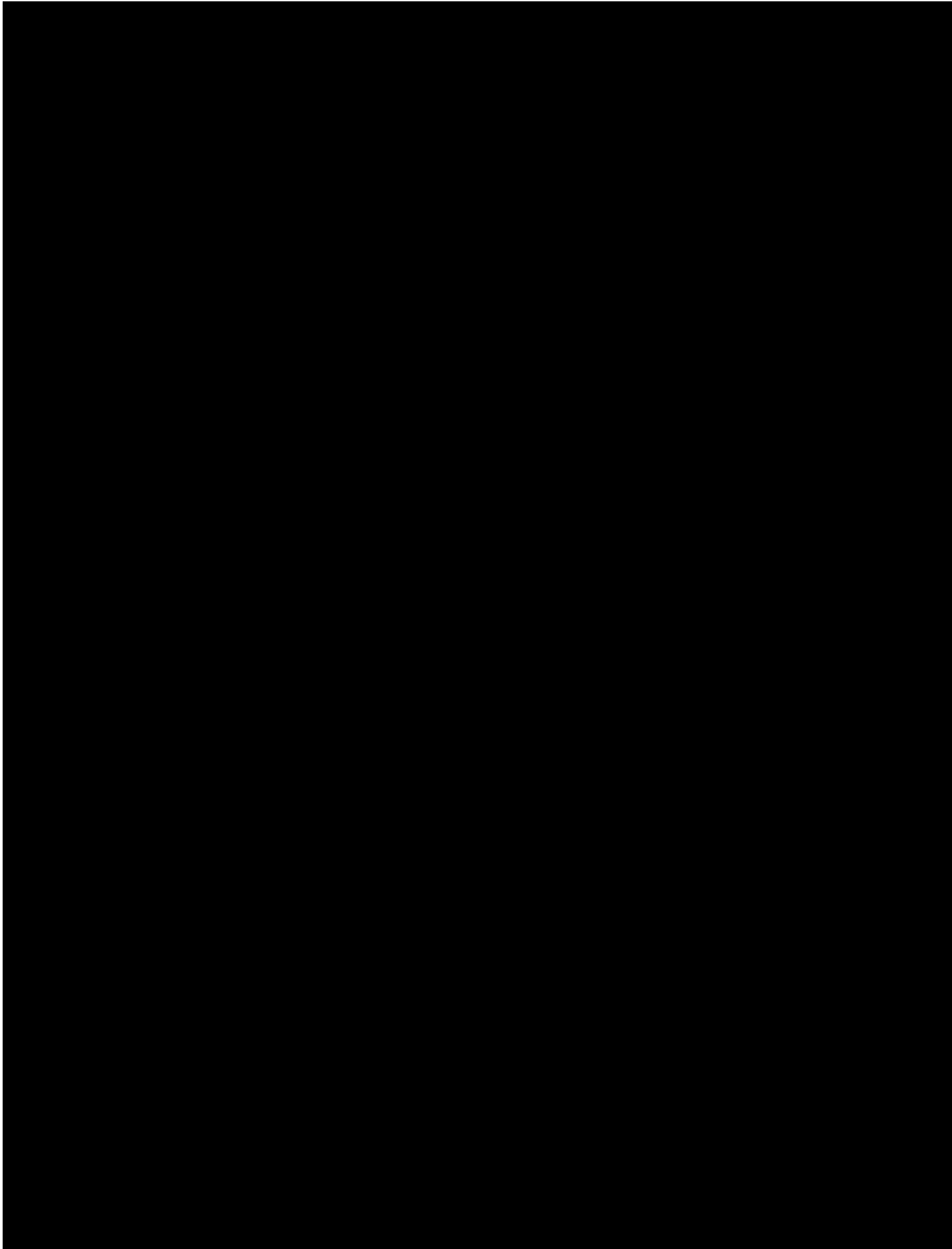


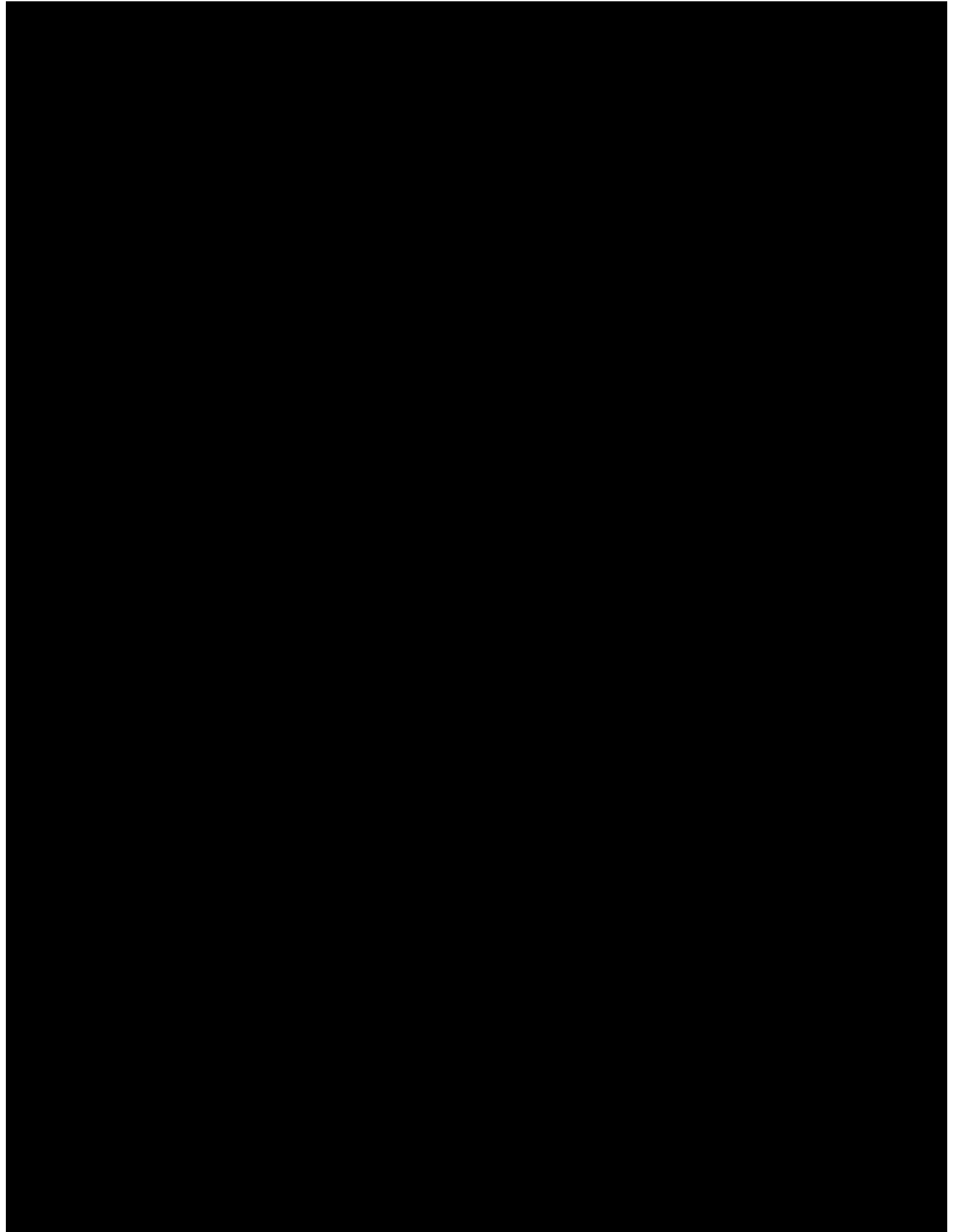


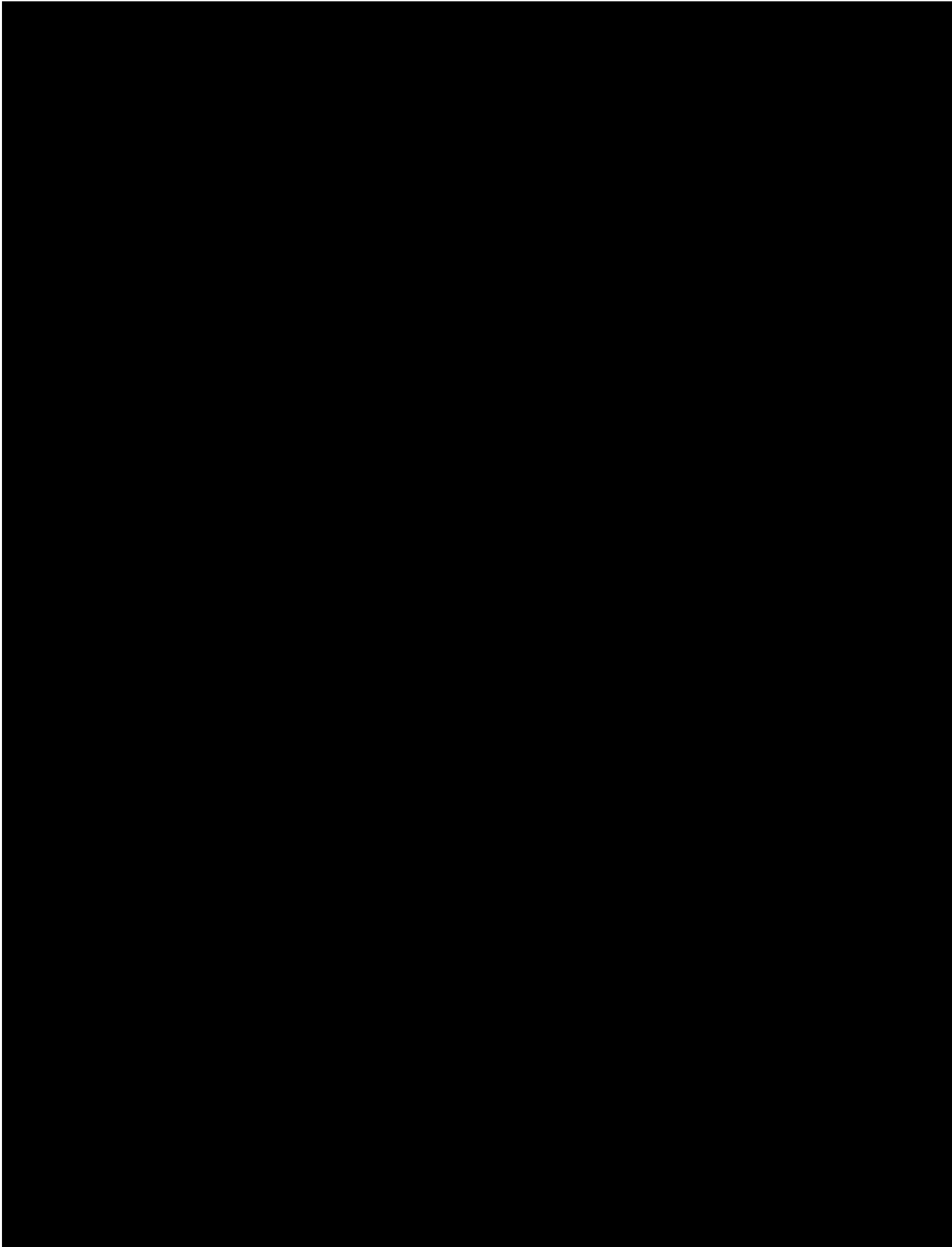


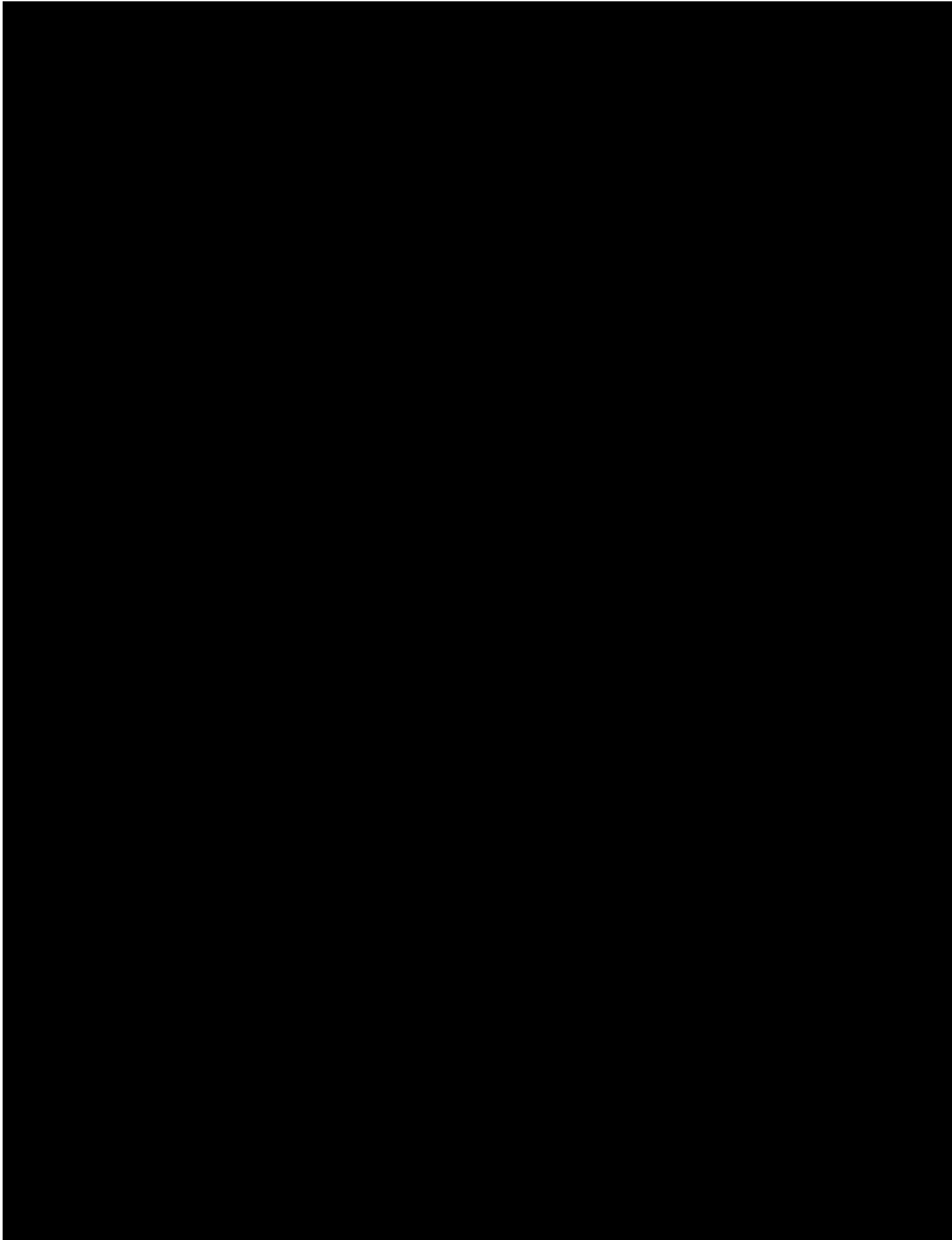












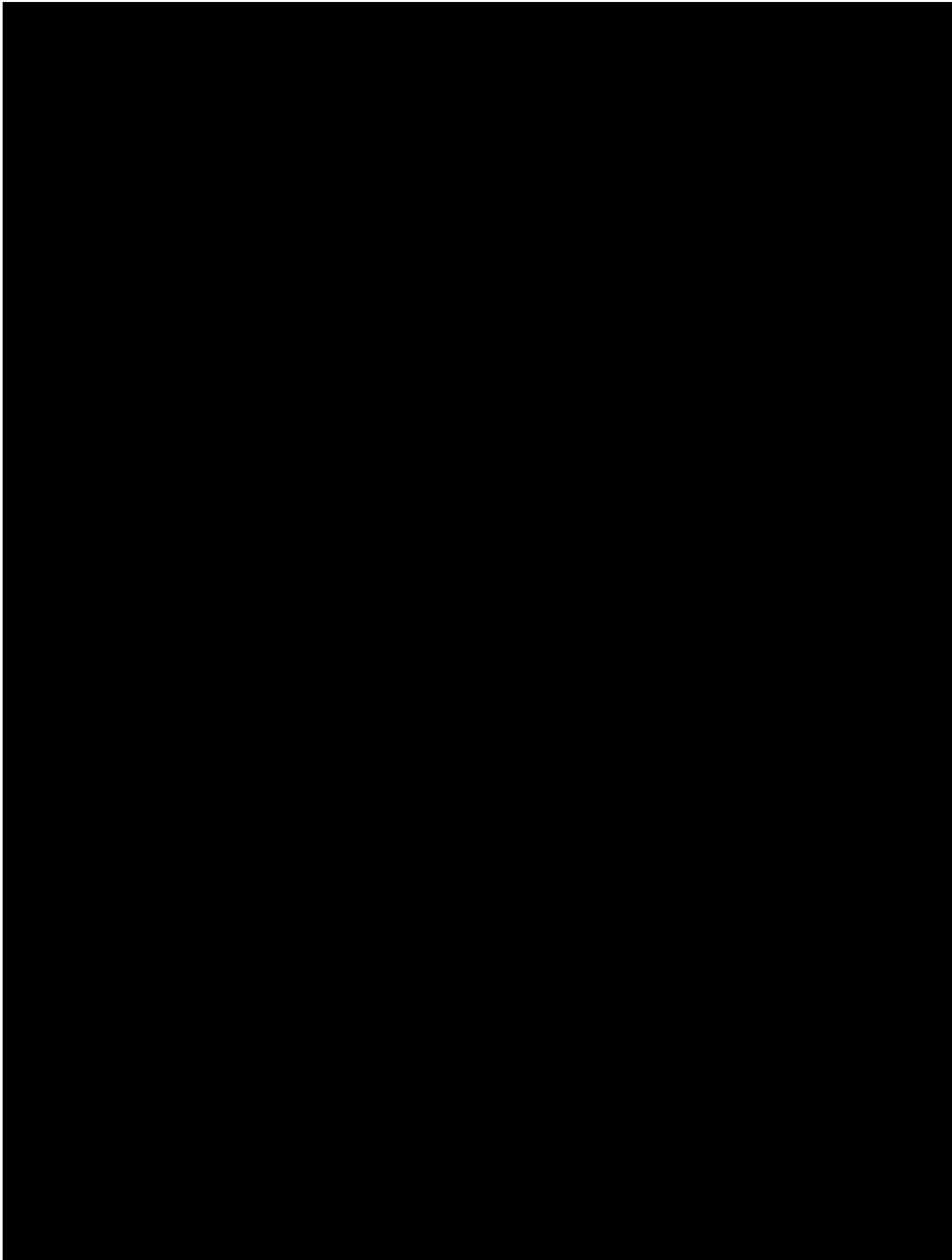




EXHIBIT V (CONTRACTOR PROPOSAL)

TO THE

COST ACCOUNTING AND DECISION SUPPORT SYSTEM AND SERVICES
AGREEMENT



County of Los Angeles California Request for Proposal

***RFP COST ACCOUNTING AND DECISION SUPPORT SYSTEM AND SERVICES RFP
#CADSS2019***

PREPARED BY STRATA DECISION TECHNOLOGY

January 14, 2020



TERMS

All responses and exhibits are the confidential and proprietary information of Strata Decision Technology, LLC. They are being provided to County of Los Angeles California for the sole purpose of assisting your selection process. If Strata Decision Technology, LLC is not selected as a vendor then County of Los Angeles California must destroy the documents contained in this response promptly upon completion of the selection process.

October 14, 2019

Christopher Kinney
Section Manager
Contracts & Grants Division
Los Angeles County Department of Health Services
Subject: Request for Proposal for a Cost Accounting and Decision Support System (#CADSS2019)

Dear Christopher,

Thank you for providing Strata Decision Technology with the opportunity to respond to the RFP issued by the Los Angeles County Department of Health Services. The following document represents Strata's response for Phase 2 of tis RFP.

Strata is a pioneer and leader in the development of innovative Software as a Service solutions for financial planning, population costing, decision support and continuous cost improvement in healthcare. Founded in 1996, Strata's application is in use by over 1,000 hospitals including major academic medical centers, community hospitals, government facilities, children's hospitals and many of the largest and most influential healthcare systems in the U.S.

This proposal contains the details for the deployment of the StrataJazz Decision Support System to Los Angeles County. Strata has been ranked #1 in KLAS for the last five years and is used by healthcare systems to understand the true cost and margins for patient care across episodes of care, service lines and patient populations so they can reduce variation, waste, inefficiencies, and ultimately improve care.

We are very excited to have the opportunity to work with LA County to deliver our top-rated solution, best-in-class services and support. We view this as a long-term partnership for our two organizations. Should you have any questions, please feel free to contact me.

Sincerely,



Mike Schwartz
Director Business Development
Strata Decision Technology
206.660.3075
mschwartz@stratadecision.com



Brian Groves
Vice President, West Region
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EXECUTIVE SUMMARY

LOS ANGELES COUNTY DEPARTMENT OF HEALTH SERVICES AREAS OF FOCUS

The Los Angeles County (“LA County”) Department of Health Services (“Department”) desires to implement a best in class cost accounting and decision support system. The County needs to better understand – and be able to better report on – the various costs associated with the delivery of health care services by the Department’s inpatient and outpatient facilities. To achieve this, DHS is looking to implement a technology solution that will allow management to analyze its current cost structure, perform detailed cost and productivity analysis, pinpoint problem areas, detect trends, develop budgets, track budget compliance and decision support. The system should leverage industry best practices, thus improving the accuracy and reliability of costing and the resulting analytics. The organization envisions an integrated, single platform environment capable of supporting modeling and reporting.

We view this initiative as a very critical component to supporting the Department’s ongoing mission to serve the communities throughout Los Angeles County with high-quality cost-effective healthcare.

BACKGROUND ON STRATA DECISION TECHNOLOGY

Founded in 1996, the Company's customer base consists of over 1,000 hospitals and 200 healthcare delivery systems, including many of the largest and most influential organizations in the U.S.

Strata’s mission is to help heal healthcare by working with hospitals and health systems to drive margin to fuel their mission.

Our solution StrataJazz® is the leading cloud-based SaaS financial planning, analytics and performance platform in healthcare. It is an enterprise-wide solution that addresses the financial planning, decision support and continuous cost improvement requirements of healthcare providers. We provide seamless integration with existing EHR, ERP and EDW systems to leverage the organization’s existing infrastructure and investments. The Company’s advanced cost accounting platform has emerged as the solution of choice in the market.

For more information, please visit www.stratadecision.com

A high-level overview of the Strata Platform is below.




The StrataJazz® Platform: Overview

StrataJazz is a platform that brings healthcare providers a *flywheel* to better plan, analyze, and perform... driving margin to fuel your clinical mission



- Cloud-Based
- Modular
- Enterprise-Wide
- Integrated
- Secure
- Guaranteed
- #1 in KLAS

The StrataJazz® Platform: Modules

 <p>Analyze Decision Support</p> <p>Rated #1 in KLAS for Decision Support and Advanced Cost Accounting, known as the most sophisticated Business Intelligence engine in healthcare and the “gold standard” for understanding cost and margins.</p> <ul style="list-style-type: none"> o Cost Accounting o Contract Modeling o Episode Analytics o Strategic Pricing o <i>Additional Components include Advanced Analytics/Reporting</i> 	 <p>Plan Advanced Planning</p> <p>The deepest and most dynamic Advanced Planning tool on the market, radically simplifying and streamlining how healthcare providers plan, budget, forecast and manage their operating and capital spend.</p> <ul style="list-style-type: none"> o Long Range Planning o Rolling Forecasting o Operating Budgeting o Capital Planning o Equipment Replacement o Management Reporting 	 <p>Perform Continuous Improvement</p> <p>Healthcare’s most unique tool for Continuous Improvement and Margin Management, leveraging thousands of algorithms to identify variation and waste combined with workflow and tracking to drive results.</p> <ul style="list-style-type: none"> o Clinical Variation o Staffing to Demand o Productivity Reporting o <i>Additional Components include Initiative Tracking and Cost Management</i>
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CRITICAL DATA POINTS ON STRATA IN SUPPORT OF LOS ANGELES COUNTY DEPARTMENT OF HEALTH SERVICES

Strata understands the strategic nature of the Department’s selection of an integrated cost accounting and decision support system. We view this initiative as a very critical component to

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supporting your ongoing mission to serve the communities throughout Los Angeles County with high-quality cost-effective healthcare. We are 100 percent committed to the project and will provide the Department with a “Best in KLAS” experience. We bring to the project the following key advantages:

- ***Experience in Financial Planning and Cost Accounting:*** We bring a deep level of hands-on experience to this project, having been selected for and delivered to the healthcare industry over 80 percent of all cost accounting implementations in the last 5 years.
- ***Comprehensive Cost Accounting and Forecasting Methodologies*** for all care settings to support population health initiatives across the entire continuum of care.
- ***Improved Precision and Accuracy of the Cost Accounting Model*** via the HFMA-Strata L7 Cost Accounting Adoption Model (**Strata Exhibit 1: SE1 - HFMA-Strata L7 Cost Accounting Adoption Model™**).
- ***Automation of the cost accounting and financial forecasting processes*** by leveraging our extensive experience with integrating with EHR and ERP source systems. LA County can expect to spend less time “maintaining the system” and spend more time utilizing the system to understand the root cause of cost variation in order to drive better margins.
- ***Collaboration and Best Practice adoption*** through the Strata Center of Excellence by leveraging our experience with other large integrated delivery systems (i.e. Intermountain Health, PeaceHealth, USC Keck, Cleveland Clinic, MD Anderson, Kaiser Permanente, Boston Children’s, Hospital for Special Surgery, etc.). We will network LA County with other Strata customers to accelerate system adoption.
- ***Accelerated Implementation with Accelerated Results:*** With our project management, data integration and cost analytics solution experts, we consistently implement our solution in much less time than other companies, but with much higher levels of automation and accuracy.
- ***Minimize IT Costs through the delivery of a Cloud-Based Solution:*** As a 100 percent cloud-based solution, our footprint minimizes requirements on IT staff for implementation as well as for maintenance and upgrades. As a **HITRUST certified company**, LA County’s patient and financial data is fully secured with Strata.
- ***100 percent focus on Advance Planning, Cost Accounting and Healthcare Analytics:*** Healthcare Planning, Analytics, and Performance Improvement are central to our mission to Help Heal Healthcare. Our 300 plus employees are focused only on this application space. It enables us to specialize and provide the best tools and support for our customers.
- ***Financial stability and future certainty:*** LA County will partner with a Roper Technologies company. Roper is over 100 years old with a \$35 billion plus market capitalization. Roper provides Strata with autonomy and backing so that we can innovate and serve our customers.
- ***Best in KLAS experience and HFMA Peer Reviewed Status:*** The marketplace has validated our strategy and the customer experience as our cost accounting solutions have been rated number 1 in KLAS within our industry for the past 5 years.

- **Guaranteed:** Strata provides a money-back guarantee for our applications – no customer has ever exercised this option.

MAPPING LA COUNTY'S AREAS OF FOCUS TO STRATA'S TRACK RECORD

LA County's Area of Focus #1:	
Support Los Angeles County's single vendor platform strategy	
Strata's Track Record	<ul style="list-style-type: none"> • StrataJazz is a single cloud-based platform with modules for financial planning (long range, rolling, capital, equipment replacement, management reporting), analytics (decision support, contract modeling, episode analytics, pricing analytics, etc.) and performance (clinical variation, staffing to demand, project tracking, etc.) • 200+ health systems have deployed StrataJazz (70% of Strata's deployments are platform/strategic deployments vs. for a single module) • StrataJazz is a single code base integrating all Financial Planning, Decision Support and Performance Improvement capabilities into a single database/application. • Strata is deployed in a common data model, helping to reduce any potential variations across the LA County delivery system • Strata has one "look and feel" across all reporting, dashboards, workflows, modeling and maintenance functions • All data integration is centralized such that source data (EHR, ERP, Payroll) must only be setup and reconciled once and can then be leveraged across the platform • Strata has a proven track record integrating with extensive experience with EHR and ERP source systems (and we guarantee integration via our Strata Guarantee)
LA County's Area of Focus #2:	
Reduce cycle time for planning, budgeting and forecasting	
Strata's Track Record	<ul style="list-style-type: none"> • Strata's helps organizations shift to Advanced Planning approaches that are efficient, agile and accurate that drive accountability. Clients who have been successful have seen a 30-50% reductions in cycle time. • Strata simplifies clinical and department managers use of the system with a "Turbo Tax Approach" for Budgeting and Planning as well as eLearning, in line help and Strata Certification Programs • Customers have free access to our Advanced Planning Institute where they can work with and learn from other health systems relative to how they refined

	<p>their planning process. Strata also provides access to Professional Services to assist in the transition.</p> <ul style="list-style-type: none"> • Strata provides System Center for administrators to easily roll-out budget templates and associated work flows. • Strata leverages data from source EHR and ERP to automate many manual processes.
<p>LA County's Area of Focus #3:</p> <p>Improve integration of the various stages of planning, budgeting, forecasting, and reporting cycle</p>	
Strata's Track Record	<ul style="list-style-type: none"> • Strata's 'OnePlan' vision is designed to reduce redundancy and streamline processes across the planning lifecycle • Strata Operating Budgeting, Long Range Financial Planning, Rolling Forecasting and Decision Support (cost accounting) are all integrated and provide the ability to use the appropriate data at the appropriate time in the planning and reporting process • StrataJazz is 100% developed by Strata (there have been zero acquisitions in the 20+ year history of the company) which avoids 'patchworked' solutions that can result from integration through M&A
<p>LA County's Area of Focus #4:</p> <p>Improve analysis of current performance and trends</p>	
Strata's Track Record	<ul style="list-style-type: none"> • Dashboards and Management Reporting incorporate key metrics and KPI's into easily understandable formats for both finance and operational leaders at all levels in the organization (c-suite to front-line manager) • Unfavorable variances are flagged for easy identification, reducing the noise of traditional variance reports and bringing focus to KPIs requiring action • Comments and action plans can be entered and tracked in order to get increased buy-in and improved accountability organizational-wide. • Strata Professional Services partners with clients to help design and rollout processes (i.e. Monthly Operating Reviews and Quarterly Business Reviews) to ensure a strong process supports effective utilization of the toolset.
<p>LA County's Area of Focus #5:</p> <p>Improve predictive analytics</p>	
Strata's Track	<ul style="list-style-type: none"> • Strata's platform provides analysis tools to predict the most accurate forecasting methodologies based on your historical trends - leveraging trusted,

Record	<p>accurate historical data trending along with key “what if” assumptions from organizational stakeholders.</p> <ul style="list-style-type: none"> • Though Strata Data Sciences, additional capabilities are being explored relative to utilizing AI and machine learning to enable more predictive capabilities.
LA County’s Area of Focus #6: Ability to report across the continuum of care	
Strata’s Track Record	<ul style="list-style-type: none"> • Strata provides full financial planning and decision support reporting and dashboarding capabilities across the LA County delivery system. • Strata’s advanced analytics tools include the ability to identify underlying cost drivers (quality, utilization, labor, supply and capital) across all populations and care settings.
LA County’s Area of Focus #7: Improved reporting and dashboarding capabilities	
Strata’s Track Record	<ul style="list-style-type: none"> • Strata’s primary focus is to make data accessible and actionable. Cost and budgeting data is only meaningful when access is enterprise wide with common definitions and principles. • Strata offers a purpose-built analytics layer and reporting engine to improve access to all data, promoting a self-service approach to expand the use of the system. • Drill downs and flexible reporting, with a common look and feel, are available throughout StrataJazz. All applications are accessed from a common user interface. Access is security controlled. • Strata provides out-of-the-box best practice reports culled from our work implementing at 200+ health systems. • StrataSphere provides the ability to leverage and download peer reviewed reports and dashboards from the Strata customer base. 250,000+ reports, 20,000+ patient populations and 5,000+ dashboards are available.
LA County’s Area of Focus #8: Service Line Analytics: The system will support the full integration of patient level data with financial and operational data including: <ul style="list-style-type: none"> • Ability to Model populations, and service lines • Ability to produce encounter level P&L reports; • Ability to summarize by service/product line, procedure, provider, or diagnosis; • Ability to support both physician clinics and hospital facilities • Ability to drill down to activity and charge level detail by entity and department 	

Strata's Track Record	<ul style="list-style-type: none"> • Strata offers flexible tools to define populations, episodes and service lines utilizing Boolean logic algorithms • Strata includes full-service line analytic functionality as part of the cost accounting application. • We leverage data driven cost accounting methodologies to bring clinical and financial data together to track variation across the organization and improve overall performance. • Strata's reporting and clinical population design engines allow organizations to seamlessly produce data ready for internal analysis
<p>LA County's Area of Focus #9:</p> <p>Support the needs and integration of different business models (e.g., medical groups, hospitals, health plans)</p>	
Strata's Track Record	<ul style="list-style-type: none"> • Strata integrates data from all care settings across the LA County delivery system. • Our cost accounting, population and service line definitions can be configured independently yet work seamlessly in all care settings. • Our Episode Analytics application supports the ability to link patients across the delivery system. User-defined trigger events and pre and post trigger windows to track and link a specific patient's visits across all care settings – hospital inpatient, hospital outpatient, emergency, clinic, and post-acute. • Strata has extensive experience working with large delivery systems (i.e. Kaiser, MemorialCare, Intermountain, USC Keck, Cleveland Clinic, Advocate-Aurora, CHRISTUS, Mercy, UNC Healthcare, Northwestern Medicine, Yale-New Haven Health, Wake Forest Baptist Health, Novant Health, Montefiore Medical Center, etc.).
<p>LA County's Area of Focus #10:</p> <p>Shift efforts in the planning, budgeting, forecasting, and reporting processes from data entry and manipulation to analysis</p>	
Strata's Track Record	<ul style="list-style-type: none"> • Effective implementations of Strata's platform leverage automated daily, weekly or monthly data feeds which need only be reconciled once, centrally before being utilized across the platform. • This has allowed clients to shave days if not weeks in turnaround time in their monthly performance management processes. Further, as this data is reconciled monthly – when data needed for less frequent processes (budgeting, long range planning) there is no need to duplicate this effort. Instead teams can focus a larger share of their time business partnering with

	clinical and operational leaders to manage and improve financial performance.
LA County's Area of Focus #11: Advanced Cost Accounting Capabilities including: <ul style="list-style-type: none"> • Multiple cost accounting methodologies • Direct costs assigned to patient encounters • Development of variable, fixed, direct, and indirect costs per unit of service for all chargeable items using multiple costing methodologies – Hospitals, OP facilities & Physician clinic • Development of activity-based costs where charge codes do not exist • Reconciliation of the cost accounting process from the GL/Payroll to the Service Line 	
Strata's Track Record	<ul style="list-style-type: none"> • The Strata Level 7 solution supports every costing methodology (RCC, RVU, time-based costing, activity-based costing, direct/discreet costing, etc.) required by LA County across all venues of care. • Strata can integrate with source EHR/ERP applications in order to capture the exact supply and drug costs incurred by a patient. • Strata can leverage "time stamps" from source EHR/ERP systems in order to more accurately cost out clinician activities. • Strata provides an "activity cost builder" so that LA County can cost out all patient care activities that are not necessarily captured by the charge master. • Strata provides a full series of audit and reconciliation reports so that LA County can provide a transparent accountability of all cost calculations. • Strata provides an advanced automated cost accounting "calculation" engine that executes the cost accounting calculations in less than 20 minutes.
LA County's Area of Focus #12: Enables/supports process standardization	
Strata's Track Record	<ul style="list-style-type: none"> • Through the Strata Network and the Strata Center of Excellence, our Service team incorporates best practices in order to support standardization of all financial models, service line definitions, audit/reconciliation and reporting • Strata's Experience Management team employs dedicated resources to partner with each of our clients to understand their key priorities and organizational goals, assess their current state against best practice and co-develop a shared vision and road map which becomes a living plan over the lifecycle of our partnership. • Strata utilizes several forums to bring clients together to continue to share knowledge and further advance our Center of Excellence plays, examples

	<p>include:</p> <ul style="list-style-type: none"> ○ Annual Users Summit ○ Quarterly Advanced Planning Institute ○ Quarterly Performance Network ○ Quarterly Decision Support User Group ○ Regular webinars, office hours and virtual user groups ○ Current calendar can be found here: https://www.stratadecision.com/strata-client-resources/ <ul style="list-style-type: none"> • While Strata’s product is highly configurable to meet the needs of each of the health care providers we serve, we do not customize the code base. This ensures our product updates can be seamlessly delivered to all our clients every month. As new ideas are brought to Strata, we build functionality directly into our code base so all clients will have access. Strata encourages client engagement, via tools like Idea Center where clients can submit and vote on new ideas that are reviewed directly by Strata’s product management team and many of which have been incorporated to the monthly updates of our product.
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SUMMARY

The team at Strata greatly appreciates the opportunity to discuss your requirements and the near-term and long-term problems you are looking to solve. We would view this as a deep, long-term relationship and partnership with Los Angeles County as we would form a collective team that would extend well beyond the initial implementation. While we can bring our deep expertise to the table for the Department to leverage, we also believe we could and would learn a great deal from the team at Los Angeles County, working together to understand key problems and opportunities that we can collectively solve together.

RFP RESPONSE

SUMMARY OF STRATA RESPONSE DOCUMENTS

Strata has provided responses to all requirements for Phase 2 of this LA County RFP. Below we have provided a summary listing of the documents in Table 1 and 2 below.

TABLE 1 - LA County RFP Response Documents (as listed in the Appendix O.1)
Appendix A (Transmittal Letter)
Appendix E.1 (Functional Requirements Yes No)
Appendix E.2 (Functional Requirements Descriptive Response)
Appendix F.1 (Technical Requirements Yes No)
Appendix F.2 (Technical Requirements Descriptive Response)
Appendix G (Implementation Requirements)
Appendix H (Vendor Experience and Capability to Deliver)
Appendix J (Required Agreement) responses to be provided in Appendix J.RF (Required Agreement Response Form)
Exhibit A.1 (Cost Accounting and Decision Support System Statement of Work) comments and revisions to be provided in Exhibit A.1.RF (Cost Accounting and Decision Support System SOW Response Form)
Exhibit A.2 (Support and Maintenance Statement of Work) comments and revisions to be provided in Exhibit A.2.RF (Support and Maintenance SOW Response Form)
Exhibit C (Fees; Contractor Professional Services Rates) responses to be provided in Exhibit C.RF (Fees; Contractor Professional Services Rates Response Form)
Exhibit E (Service Levels and Performance Standards) responses to be provided in Exhibit E.RF (Service Levels and Performance Standards Response Form)
Exhibit F (Business Associate and Qualified Service Organization Agreement) responses to be provided in Exhibit F.RF (Business Associate Agreement Response Form)
Exhibit G (Glossary) responses to be provided in Exhibit G.RF (Glossary Response Form)
Exhibit K (Information Security Requirements) responses to be provided in Exhibit K.RF (Information Security Requirements Response Form)
Exhibit M (Additional Hosting Services Terms and Conditions) responses to be provided in Exhibit M.RF (Additional Hosting Services Terms and Conditions Response Form)
Exhibit U (Contractor Diligence and Information Security Questionnaire) responses to be provided in Exhibit U (Contractor Diligence and Information Security Questionnaire)
Appendix K (Required Forms)
Appendix M.RF (Pricing Response Form)

TABLE 2 – Strata Exhibits Supporting our Responses	
Strata Exhibits	Name of Strata document
1	SE1 - HFMA-Strata L7 Cost Accounting Adoption Model™
2	SE2 - Technical Overview
3	SE3 - StrataJazz Data Interface Specifications Summary
4	SE4 - LA County_Proposed Workplan and Resources
5	SE5 - Weekly Project Status Report Template
6	SE6 - Engagement Letter Template
7	SE7 - LA County_Roles and Responsibilities

Appendix O.1 Detailed RFP Proposal Checklist

Strata has provided the signed Checklist with this RFP response.

Strata registration on WebVen

Strata Decision Technology, LLC has registered on Los Angeles County's WebVen. Our Vendor Code is: 192921

RFP for Cost Accounting and Decision Support System - Addendum No. 1, 2, 3

Strata acknowledges receipt of Addendums No. 1, 2, 3 to this RFP.



**COST ACCOUNTING AND DECISION SUPPORT SYSTEM
AND RELATED SERVICES
REQUEST FOR PROPOSALS**

APPENDIX A (TRANSMITTAL LETTER)

#CADSS2019

Transmittal Letter

Jan 13²⁰ 2019

Re: Request for Proposals for the Cost Accounting and Decision Support System and Services (CADS System) RFP #CADSS2019.

The undersigned Proposer hereby represents and agrees as follows:

1. Proposer has read and understands the Request for Proposals for the Cost Accounting and Decision Support System and Services (CADS System) RFP #CADSS2019 ("RFP") dated September 9, 2019, in response to which this Proposal is being submitted.
2. Proposer has an affirmative duty to inquire about and seek clarification of any question or other item in the RFP that Proposer does not fully understand or that Proposer reasonably believes is susceptible to more than one interpretation.
3. Proposer's Proposal (including all subparts, including the Minimum Mandatory Requirements Proposal, Detailed RFP Requirements Proposal, and Price Proposal) complies with the instructions and conditions of the RFP.
4. Proposer's Proposal as modified (including any Appendices, Exhibits, and Addenda) shall be incorporated into the Agreement resulting from this RFP.
5. Proposer shall be bound by the representations, terms, and conditions contained in its Proposal. Proposer acknowledges and accepts all terms and conditions of the RFP, the Required Agreement, and all Appendices, Exhibits, and Addendums attached thereto, except as specified in its Proposal.
6. Proposer's proposed pricing was determined independently of other Proposers submitting Proposals in response to this RFP. Proposer acknowledges and agrees that the Agreement shall be a fixed fee agreement, and that it is able to complete the Services according to the project schedule specified in its Proposal at the price proposed.
7. Proposer's Proposal constitutes a firm offer to County which cannot be withdrawn for twenty-four (24) months from Proposal submission or the conclusion of good faith negotiations on the Required Agreement, whichever is later.
8. Proposer will bear sole and complete responsibility for all work as defined in the RFP.

Check the following box that applies:

- ☒ Proposer will perform the resultant Agreement as a single contractor by itself.
- ☐ Proposer will perform the resultant Agreement as a single contractor with the use of the following subcontractor(s):

Subcontractor Name	Nature of Subcontractor Role

Proposer acknowledges that the RFP shall not be deemed an offer by County and recognizes that County reserves the right to accept or reject, at its sole discretion, any and all Proposals furnished in response to this RFP.

The undersigned below represents and warrants that he/she is authorized to make representations for Proposer, and authorized to sign for and on behalf of Proposer and to bind Proposer to an agreement. Proposals signed by other than the owner of a sole proprietorship, an authorized officer of a corporation, an authorized general partner of a general or limited partnership, or a manager or managing member of a limited liability company must include a power of attorney authorizing the signature.

Proposer's Company Name: Strata Decision Technology, LLC

Signed by: 

Print Name: John Martino

Title: SVP & CFO

Date: January 13, 2020

Address: 200 E. Randolph, 49th Floor

Chicago, IL 60601-6463

E-mail: JMartino@StrataDecision.com

Telephone: 312.726.1227

Fax: 312.726.2947

Req. #	Requirement	Meets Requirement? Yes/No	How the requirement will be met	Notes
	Business & Functional Requirements			
CADSS-1	The CADSS shall meet the County's Business Objectives as outlined in Appendix J Exhibit H Business Objectives.	Yes	O - Out of the Box	
CADSS-2	The CADSS shall meet the County's requirements for procedure level Cost Accounting as described in Section 1.1.1 of Appendix N - Minimum Mandatory Requirements.	Yes	O - Out of the Box	
CADSS-3	Intentionally Left Blank			
CADSS-4	The CADSS shall meet the County's Requirements for data aggregation and data integration as described in Section 1.2 of Appendix N - Minimum Mandatory Requirements.	Yes	O - Out of the Box	
CADSS-5	The CADSS shall meet the County's Requirements for multiple-facility use as described in Section 1.3 of Appendix N - Minimum Mandatory Requirements.	Yes	O - Out of the Box	
CADSS-6	The CADSS shall integrate historical and current financial and clinical data from a variety of source systems into a centralized database, on a regular basis (Daily, weekly, monthly, etc.) or any other frequency desired. The source systems are, but not limited to the following and set forth in Appendix D.	Yes	O - Out of the Box	Regarding all source systems listed in Appendix D, and in response to the items below, StrataJazz is source system agnostic.
CADSS-7	a. Electronic Medical Record – ORCHID (Cerner - Millennium)	Yes	O - Out of the Box	
CADSS-8	b. Patient Accounting – RCO (Affinity)	Yes	O - Out of the Box	
CADSS-9	c. General Ledger – eCAPS	Yes	O - Out of the Box	
CADSS-10	d. Payroll – Labor Cost Distribution System – OSHPD	Yes	O - Out of the Box	
CADSS-11	e. Human Resources – eHR	Yes	O - Out of the Box	
CADSS-12	f. Supply Procurement System - eProcurement	Yes	O - Out of the Box	
CADSS-13	g. Health Care Provider Management System - Cactus	Yes	O - Out of the Box	
CADSS-14	h. Contract Management Database - VATS & ANSOS	Yes	O - Out of the Box	
CADSS-15	i. Data Warehouse - CEDAR	Yes	O - Out of the Box	
CADSS-16	The CADSS shall provide the ability to add new data fields to interface files without incurring consulting fees or system upgrades.	Yes	O - Out of the Box	Data Center is a tool that helps you manage your data across the StrataJazz® platform. Data Administrators will be trained on how to manage interface files and data fields within Data Center. Strata's Technical Consulting team can assist with any additional Data Center needs or requests.
CADSS-17	The CADSS shall monitor that data loaded into the System is complete, error free, and include an “audit trail” to identify the source of the incoming data including the date/time the data was loaded.	Yes	O - Out of the Box	Data Center is a tool that helps you manage your data across the StrataJazz® platform. The StrataJazz® system performs an import of data from your organization's source system. When the import is complete, you can use Data Center to review and validate your data imports, as well as to configure system dimensions and reconcile data issues.

Req. #	Requirement	Meets Requirement? Yes/No	How the requirement will be met	Notes
CADSS-18	The CADSS shall generate alerts to County and Contractor support if any data load errors occur, for example (1) the file is not found by a certain time, including due to a task not completing, or (2) the file is out of balance (e.g., the number of records posted is different from the number received).	Yes	O - Out of the Box	Data Center is a tool that helps you manage your data across the StrataJazz® platform. Data Center alerts will appear on the home landing page of StrataJazz®. When you access Data Center, the Data Center Overview page opens with an interactive dashboard that shows the typical data workflow. 1. The Review Data Imports section allows you to track whether your data loads were successful; if not, then you can resolve issues. 2. The Validate Data section allows you to confirm the accuracy of your data before it gets processed. 3. The Configure Dimensions section lets you set attributes on specific dimensions that indicate how you want business logic applied. 4. The Process & Reconcile Data section lets you run scripts to process your data in solution-specific tables, and then review the data to make sure it was transferred correctly.
CADSS-19	The CADSS shall continue to look for missing or incorrect data and continue to generate daily alerts until the problem is fixed.	Yes	O - Out of the Box	Data Center alerts will appear on the home landing page of StrataJazz® and remain there until they have been addressed.
CADSS-20	The CADSS shall be configured for scalability across multiple dimensions, for example department level, cost center, volume of data, data configuration with no impact to end user response times.	Yes	O - Out of the Box	
CADSS-21	The CADSS shall create and use a unique identifier to link patient data across data sources.	Yes	O - Out of the Box	We most often use the patient's medical record number.

Req. #	Requirement	Meets Requirement? Yes/No	How the requirement will be met	Notes
CADSS-22	The CADSS shall allocate indirect costs and provide validation that the cost allocations are in balance.	Yes	O - Out of the Box	Strata's cost accounting tool and costing reconciliation process dashboard comes standard with over 40 department level and activity code costing validation reports. Each report is geared towards validating a part of the costing process such as overhead allocations, the summary of the costing process (how dollars move by department through costing and tying totals back to GL), and validating patient level activities such as supply cost ratios, labor cost ratios, overhead ratios, and total cost to charge ratios. All dollars are always reconciled back to GL totals. Strata's reports are designed to streamline the reconciliation and maintenance process so system administrators can focus on optimizing costing techniques and allowing wider user bases to access valuable data for decision making.
CADSS-23	The CADSS shall produce allocation exception reports when there is an imbalance and indicate where the imbalance occurred.	Yes	O - Out of the Box	
CADSS-24	The CADSS shall produce an exception report for source systems items with missing data elements when they are required (e.g. CPT code with no RVU value).	Yes	O - Out of the Box	
CADSS-25	The CADSS shall produce an exception report that flags statistics with no corresponding cost or cost with no corresponding statistics.	Yes	O - Out of the Box	
CADSS-26	The CADSS shall enable County to review the details regarding files uploaded through the file import tool (e.g., records posted and failures).	Yes	O - Out of the Box	
CADSS-27	The CADSS shall maintain all data and files for at least seven (7) years, even if the data is purged from the source systems.	Yes	O - Out of the Box	

Req. #	Requirement	Meets Requirement? Yes/No	How the requirement will be met	Notes
CADSS-28	The CADSS shall enable data to be rolled up and analyzed at all the following levels, as depicted in Figure 2. LA DHS Sample Organization Roll Up Hierarchy and Classifications of Appendix N Minimum Mandatory Requirements.:	Yes	O - Out of the Box	In response to the items below, the StrataJazz platform is meant to provide a comprehensive view of analytics and cost of care across the continuum of care. Data Analytics and Reporting can be done at any level of your organizational hierarchy, aggregating data from the patient encounter level up to the system level, and at every level in between (cost center, department, division, facility, organization, agency, etc.). Additionally, StrataJazz has purpose built tools, reports and dashboards to compare costs by service line and by physician to better understand margins and variability in cost and delivery of care.
CADSS-29	a. Agency level e.g., LA County Health Agency	Yes	O - Out of the Box	
CADSS-30	b. Organization e.g., Dept. of Health Services (DHS), Dept. of Mental Health (DMH), Dept. of Public Health (DPH)	Yes	O - Out of the Box	
CADSS-31	c. Facility level e.g., Medical Center	Yes	O - Out of the Box	
CADSS-32	d. Division level e.g., Med-Surg IC, Peds IC, etc...	Yes	O - Out of the Box	
CADSS-33	e. Department level e.g., Med IC, Surg IC, Med-Surg IC (these items roll up to Division level of "Med-Surg IC"), etc.	Yes	O - Out of the Box	
CADSS-34	f. Cost Center level e.g., Unit 101-ICU	Yes	O - Out of the Box	
CADSS-35	g. Medical Service level e.g., Urology, Neurology, Medicine, etc.	Yes	O - Out of the Box	Strata's tool, Service Lines, allows you to define many service line perspectives across the full continuum of care (Hospital, Physician, Post Acute, External Claims) using rule-based logic to group patients into service lines. Any field/data element integrated into Strata can be used in a rule to classify a patient. Each service line is a mutually exclusive classification of patients. Clients often build third party defined service lines such as Advisory board, or home grown service lines using DRG for IP classifications and ICD10 Dx for OP and Physician classifications. The system has many integration points with service lines including full profitability reporting, physician benchmarking, service line budgeting, and dashboard rollout.

Req. #	Requirement	Meets Requirement? Yes/No	How the requirement will be met	Notes
CADSS-36	h. Encounter level e.g., Inpatient, Outpatient, Infusion, etc.	Yes	O - Out of the Box	
CADSS-37	The CADSS shall support multiple organizations / facilities, individually and collectively.	Yes	O - Out of the Box	
CADSS-38	The CADSS shall allow the addition of any of the levels, identified on CADSS-29 thru CADSS-36, to be added during the year.	Yes	O - Out of the Box	Strata's implementation team will configure and validate your organizational hierarchy and service line definitions during the implementation, and will train your organization on how to build and maintain these definitions throughout the year.
CADSS-39	The CADSS shall enable County to compare cost against internal and external benchmark data to enhance planning, budgeting, cost accounting and performance management activities. For example, (1) County can compare staffing of its ICUs across County's hospitals, and (2) County can compare its DRG length of stay data to CMS average length of stay data.	Yes	O - Out of the Box	
CADSS-40	The CADSS shall enable a patient population to be analyzed, and as applicable rolled up, by at least the following elements:	Yes	O - Out of the Box	StrataJazz enables all patient data and elements listed below. Also, please note that there is no limit to additional user-defined fields that your organization may wish to integrate.
CADSS-41	a. Visit	Yes	O - Out of the Box	
CADSS-42	b. Inpatient Day	Yes	O - Out of the Box	
CADSS-43	c. Procedure (CPT Codes, Surgery)	Yes	O - Out of the Box	
CADSS-44	d. Performing Location	Yes	O - Out of the Box	
CADSS-45	e. Appointment Type (e.g., Audiology New, Dental General, Ortho New, etc..)	Yes	O - Out of the Box	
CADSS-46	f. Patient Specific Case Mix Index (Weight)	Yes	O - Out of the Box	
CADSS-47	g. Medicare Severity Diagnosis Related Group (MS-DRG)	Yes	O - Out of the Box	
CADSS-48	h. All Patients Refined Diagnosis Related Group (APR-DRG)	Yes	O - Out of the Box	
CADSS-49	i. RVU (Relative Value Unit)	Yes	O - Out of the Box	
CADSS-50	j. Provider ID	Yes	O - Out of the Box	
CADSS-51	k. ER Minute/OR Minute	Yes	O - Out of the Box	The Time-Driven Costing (TM) (TDC) capability within StrataJazz allows providers to extract time-based data from existing systems in an automated fashion, allowing for more accurate and detailed costing. The application has included time-driven features in the past but has now expanded the coverage to include TDC for surgery, anesthesia, physician time, clinical time, emergency department, nursing, imaging as well as more traditional time-driven activity based costing.

Req. #	Requirement	Meets Requirement? Yes/No	How the requirement will be met	Notes
CADSS-52	l. Diagnosis	Yes	O - Out of the Box	
CADSS-53	m. Medical Service	Yes	O - Out of the Box	
CADSS-54	n. Discharges	Yes	O - Out of the Box	
CADSS-55	o. Admissions	Yes	O - Out of the Box	
CADSS-56	p. Accommodation	Yes	O - Out of the Box	
CADSS-57	q. All ICD-10 Diagnoses	Yes	O - Out of the Box	
CADSS-58	r. Severity of Illness (SOI#)	Yes	O - Out of the Box	
CADSS-59	s. Risk of Mortality (ROM#)	Yes	O - Out of the Box	
CADSS-60	t. Major Diagnostic Category (MDC)	Yes	O - Out of the Box	
CADSS-61	u. Geometric Mean Length of Stay (GMLOS)	Yes	O - Out of the Box	
CADSS-62	v. Arithmetic (Average) Mean Length of Stay (AMLOS)	Yes	O - Out of the Box	
CADSS-63	w. Medical Record Number	Yes	O - Out of the Box	
CADSS-64	x. Insurance Code	Yes	O - Out of the Box	
CADSS-65	y. Last Name	Yes	O - Out of the Box	
CADSS-66	z. First Name	Yes	O - Out of the Box	
CADSS-67	aa. Age	Yes	O - Out of the Box	
CADSS-68	bb. Sex	Yes	O - Out of the Box	
CADSS-69	cc. Zip Code	Yes	O - Out of the Box	
CADSS-70	dd. Race	Yes	O - Out of the Box	
CADSS-71	ee. Membership Plan #	Yes	O - Out of the Box	
CADSS-72	ff. Line of Business	Yes	O - Out of the Box	
CADSS-73	gg. Episodes of Care	Yes	O - Out of the Box	Strata is able to fully support the analysis for Episodes of Care. We have the ability to link multiple encounters together across the entire continuum of care (hospital, physician, post-acute) when a medical record number or master patient index can identify a patient. Within the tool, users have the ability to meaningfully link related visits together for catastrophic episodes like BPCI Stroke, transplant episodes, cancer episodes, chronic conditions such as Asthma or Chrons, and even track new patient revenue or downstream revenue from primary care. Within episodes, you can model bundled payments as well and focus on population health by tracking cost per episode day and tracking cases where health emergencies could have been prevented.

Req. #	Requirement	Meets Requirement? Yes/No	How the requirement will be met	Notes
CADSS-74	The CADSS shall enable County to view and analyze cost, utilization and productivity information by each of the following:	Yes	O - Out of the Box	In reference to the below items, through standard configuration, Strata defines Direct, Indirect, Fixed, and Variable expense by cost category. There is no limit to the number of cost categories that can be defined, however we typically see around 25 cost components (Medical Supplies, Drugs, Implants, Nursing Labor, Tech Labor, Equipment Depreciation, etc.). All cost components can be broken out and reported by the following categories; Variable Cost, Variable Direct Cost, Variable Indirect Cost, Fixed Cost, Fixed Direct Cost, Fixed Indirect Cost, Direct Cost, Indirect Cost, and Total Cost.
CADSS-75	a. Direct costs, by expense account groups and as a total	Yes	O - Out of the Box	
CADSS-76	b. Indirect costs, by expense account groups and as a total	Yes	O - Out of the Box	
CADSS-77	c. Fixed costs, by expense account groups and as a total	Yes	O - Out of the Box	
CADSS-78	d. Variable costs, by expense account groups and as a total	Yes	O - Out of the Box	
CADSS-79	e. Unit of Measure cost, calculation of cost by unit of measure at the direct labor and supply level.	Yes	O - Out of the Box	
CADSS-80	f. Unit of Measure cost, calculation of cost by unit of measure at the indirect level.	Yes	O - Out of the Box	
CADSS-81	g. Unit of Measure cost, calculation of cost by unit of measure based on fully allocated cost.	Yes	O - Out of the Box	
CADSS-82	h. Traditional costing	Yes	O - Out of the Box	
CADSS-83	i. Activity based costing	Yes	O - Out of the Box	
CADSS-84	j. Time driven activity based costing	Yes	O - Out of the Box	
CADSS-85	k. Ratio of cost to charges	Yes	O - Out of the Box	
CADSS-86	l. Ratio of cost to RVU	Yes	O - Out of the Box	

Req. #	Requirement	Meets Requirement? Yes/No	How the requirement will be met	Notes
CADSS-87	The CADSS shall provide reporting and Dashboards, with roll-up capabilities at all levels identified in requirements CADSS-28 thru CADSS-36, such as, 1) an ad hoc reporting tool, 2) best practice reports and 3) canned reports, including all standard reports set forth in Appendix J (Required Agreement) Exhibit A.1.1 Cost Accounting Reports and Dashboards	Yes	O - Out of the Box	StrataJazz offers multiple tools for ad hoc reporting. The StrataJazz Ad-Hoc Reporting Tool allows queries to be run across all data and dimensions throughout the system on any framework. In addition, we have an OLAP (Online Analytical Processing) based reporting tool that will enable drill downs and chart creation for dashboards and data visualization. This technology ensures data can be pivoted on and rolled up from a number of perspectives to accommodate the unique reporting needs that organizations have. Any custom reporting needs that are not met by best practice reports and dashboards will be configured as part of implementation. Examples of the reporting tools available include: - Web-based drill down reporting - Proprietary Excel reporting - Excel pivot tables - Table reporting - Chart reporting - Dashboard reporting
CADSS-88	The CADSS shall allow patient data to be easily “de-identified” before printing or exporting.	Yes	C - Customization	Our recommendation to most organizations is that they de-identify patient data prior to sending it to Strata, since this data can still be used for costing. If needed, we can accomplish de-identifying patient data in StrataJazz prior to exporting out of the system.

Req. #	Requirement	Meets Requirement? Yes/No	How the requirement will be met	Notes
CADSS-89	The CADSS shall analyze and identify opportunities to eliminate waste and improve efficiency, across episodes of care, service lines and patient populations throughout the entire delivery network.	Yes	O - Out of the Box	<p>There are many ways to track variance in cost and delivery of care in order to identify opportunities to drive out waste and improve quality.</p> <p>Service Line Modeling – Group patient encounters into mutually exclusive service groupings. For example – Oncology, Cardiology, or Behavioral Health. Typical groupings are by DRG, ICD Codes or combinations of codes</p> <p>Patient Population Management – Flag patient encounters into cohorts. One patient encounter can qualify for multiple patient populations. For example, pediatric patient encounter and diabetic patient encounter.</p> <p>Readmission Tracking – For any population modeled with Strata’s Patient Population tool, track whether the patient was readmitted or had follow-up visits within a time period specified by you and criteria defined by you.</p> <p>Episode Analytics – Define a trigger event and pre and post trigger windows to track and link a specific patient’s visits across all care settings – hospital inpatient, hospital outpatient, emergency, clinic, and post-acute. Our clients can define what pre-trigger and post-trigger visits qualify for the episode of care. Episode analytics allows you to model bundled payments and track profitability of bundled agreements.</p>

Req. #	Requirement	Meets Requirement? Yes/No	How the requirement will be met	Notes
CADSS-90	The CADSS shall enable County to perform standard variance analysis, reporting with drill-down, graphing and Online Analytical Processing (OLAP).	Yes	O - Out of the Box	StrataJazz offers multiple tools for ad hoc reporting. The StrataJazz Ad-Hoc Reporting Tool allows queries to be run across all data and dimensions throughout the system on any framework. In addition, we have an OLAP (Online Analytical Processing) based reporting tool that will enable drill downs and chart creation. This technology ensures data can be pivoted on from a number of perspectives to accommodate the unique reporting needs that organizations have. Reports can easily be modified to add dimensions and metrics using the report designer tool built into StrataJazz. Examples of the reporting tools available include: <ul style="list-style-type: none"> - Web-based drill down reporting (Ad-Hoc) - Table reporting - Chart reporting - Dashboard reporting - Proprietary Excel reporting - Excel pivot tables
CADSS-91	The CADSS shall refresh the data for reports and dashboards on demand and on a daily basis.	Yes	O - Out of the Box	Reports and Dashboards will update data in real-time.

Req. #	Requirement	Meets Requirement? Yes/No	How the requirement will be met	Notes
CADSS-92	The CADSS shall provide the ability to produce and update documents and reports, including supplemental reports and schedules, in a web-based format, which provides the ability to have pop-up screens and sidebars and to be downloaded by external users.	Yes	O - Out of the Box	Strata's reporting tool, Ad-Hoc Reporter, provides on demand reporting for all types of super-users and end-users. They can access cost data, patient data, and population groupings and outcome data within the reporting platform. Ad-Hoc reports can be saved and marked as favorites for frequent use. In addition, Ad-Hoc reports can be embedded into dashboards as tabular reports, graph and chart reports, or as KPIs. Finance users are trained on how to build and update reports and dashboards. Out of the box, Strata provides our best practice dashboards and reports for you to use. Reports can easily be distributed, batched and scheduled for execution. Our templates, and Ad-hoc report writer are supported by Finance and easily configurable with little or no support required from your IT staff. Strata's dashboards can be configured to support all types of users from senior leadership, department and clinical managers, finance, operations and system administrators.
CADSS-93	The CADSS shall enable County to analyze data, such as personnel labor payroll and drill down into the costs associated with activity and resource utilization.	Yes	O - Out of the Box	
CADSS-94	The CADSS shall enable the analysis of labor measures (e.g., expenses and hours) as volume changes over time, including comparisons across performing locations, facilities, and departments.	Yes	O - Out of the Box	
CADSS-95	The CADSS shall enable the review of departmental activity and trends based on a period of time established by County and changeable without intervention or action by Contractor.	Yes	O - Out of the Box	
CADSS-96	The CADSS will adjust cost for case mix variations.	Yes	O - Out of the Box	
CADSS-97	The CADSS shall enable each facility to report on its own activity and costs through cubes, SQL query, and other industry standard or Contractor developed analytics tools.	Yes	O - Out of the Box	We do not provide the ability for our clients to directly SQL query the Strata database, however with our robust reporting tools, no clients have had a need to be able to perform this type of data analysis. Additionally, it is very easy to extract data out of Strata for export to external SQL based applications.

Req. #	Requirement	Meets Requirement? Yes/No	How the requirement will be met	Notes
CADSS-98	The CADSS shall enable the County to define any number of expense account groups based upon the level of detail maintained within the general ledger.	Yes	O - Out of the Box	
CADSS-99	The CADSS shall calculate at a patient level (based on unique identifier) the total cost of care for a period of time selected by County and changeable without intervention or action by Contractor, including costs incurred at County facilities and if applicable, non-County facilities.	Yes	O - Out of the Box	
CADSS-100	The CADSS shall enable County to manually enter trial balance adjustments or upload an Excel file to make such adjustments.	Yes	O - Out of the Box	
CADSS-101	The CADSS shall provide the ability to add free text (e.g., budget narrative, comments, etc.).	Yes	O - Out of the Box	StrataJazz Operating Budgeting allows department managers and director to provide supporting detail and justification for budget assumptions. This ensures that decision makers have the relevant facts and figures when evaluating department budgets, creating a more collaborative and strategically aligned budgeting process. There are free text fields available in every plan form in order to capture qualitative information related to the plan and assumptions that have been entered. In the Departmental Budgets, every account, job code, statistic, etc. has a corresponding commentary field where justifications can be captured. There is the ability to require comments any time an end user makes and adjustment or change to the plan. All system commentary is tracked, stored, and can be easily reported on.
CADSS-102	The CADSS shall allow multiple cost drivers such as RVUs (e.g., labor, capital, materials) for the same service code to support accurate costing.	Yes	O - Out of the Box	
CADSS-103	The CADSS shall produce an exception report when the sum of all cost types does not equal total costs.	Yes	O - Out of the Box	

Req. #	Requirement	Meets Requirement? Yes/No	How the requirement will be met	Notes
CADSS-104	The CADSS shall generate operational budgets based on financial, clinical department and patient-level information using multiple methods of budgeting, including, but not limited to:	Yes	O - Out of the Box	<p>StrataJazz Operating Budgeting provides an extensive library of industry-proven, best practice budget methodologies to enhance the accuracy, efficiency, and effectiveness of an organization's operating budgeting process. With an intuitive, easy-to-use web-based interface, StrataJazz Operating Budgeting lets department managers and director provide supporting detail and justification for budget assumptions. This ensures that decision makers have the relevant facts and figures when evaluating department budgets, creating a more collaborative and strategically aligned budgeting process.</p> <p>Our industry leading solutions include industry-proven budget methodologies to project revenues, reimbursement, staffing and other expenses (fixed and variable) and purpose-built physician budgeting and performance reporting capabilities. Strata enables intelligent workflow to increase accountability and improve efficiency and centralized control of budget assumptions to create consistency across the organization. The system includes a library of best practice reports including consolidation, drill-down, variance, flexing and benchmark comparisons.</p>
CADSS-105	a. Program Budgeting	Yes	O - Out of the Box	
CADSS-106	b. Line-item Budgeting	Yes	O - Out of the Box	
CADSS-107	c. Zero-Based Budgeting	Yes	O - Out of the Box	
CADSS-108	d. Performance-Based Budgeting	Yes	O - Out of the Box	
CADSS-109	e. Flexibility Budgeting	Yes	O - Out of the Box	

Req. #	Requirement	Meets Requirement? Yes/No	How the requirement will be met	Notes
CADSS-110	The CADSS shall provide the ability to forecast budgets and perform "what if" modeling and analysis based on user-defined levels, which may include County unique data elements, including but not limited to:	Yes	O - Out of the Box	StrataJazz provides the ability to model what-if scenarios via the purpose-built Scenario Analytics tool. The StrataJazz Scenario Analytics tool allows analysts to view potential outcomes without making changes to the baseline models. Scenarios can be modeled at an aggregate system level or at a detailed model level. In addition, the tool provides the ability to snapshot models and run comparisons across multiple snapshots. Analysts can see adjustments to their baseline forecast assumptions to analyze the range of possible outcomes. A better understanding of the potential outcomes will enable the preparation of intervention plans to mitigate the risk of negative outcomes and maximize the benefit of potential opportunities. Scenario plans can be consolidated with baseline plans through a variety of reporting capabilities.
CADSS-111	a. Cost of Living Adjustment, as a whole or specific to a Bargaining Unit	Yes	O - Out of the Box	
CADSS-112	b. Pay Differentials	Yes	O - Out of the Box	
CADSS-113	c. Step Increases	Yes	O - Out of the Box	
CADSS-114	d. Special Pay - Bonuses	Yes	O - Out of the Box	
CADSS-115	e. Salary Detail at the employee level	Yes	O - Out of the Box	
CADSS-116	The CADSS shall provide County the ability to review, analyze, and monitor data at any stage of the budget development cycle.	Yes	O - Out of the Box	
CADSS-117	The CADSS shall enable County to compare the budget models (identified in CADSS-104 thru CADSS-115) amongst themselves and compare them against the County's operating budget.	Yes	O - Out of the Box	All aspects of the budget models identified in CADSS-104-115 can be reported on in a variety of ways including consolidation and comparison analyses, and can be exported offline to be compared to LA County's operating budget.
CADSS-118	The CADSS shall provide the ability to establish budgets at User-defined levels of the Organizational Structure.	Yes	O - Out of the Box	

Req. #	Requirement	Meets Requirement? Yes/No	How the requirement will be met	Notes
CADSS-119	The CADSS shall provide the ability to develop, track and publish budgets based on User-defined performance metrics.	Yes	O - Out of the Box	StrataJazz Management Reporting can be used to track executive, managerial, and operational financial metrics to see how staff are tracking against targets. The system has the ability to integrate targets, productivity standards and benchmarks to drive both models and analyses. The system provides the ability to display comparisons to targets/benchmarks in both tabular and visual formats.
CADSS-120	The CADSS shall provide the ability to update performance goals and objectives.	Yes	O - Out of the Box	
CADSS-121	The CADSS shall provide the ability to generate statements showing requested, recommended and approved budget with the ability to rollover from one stage to the next stage.	Yes	O - Out of the Box	Administrators will set the Budget Target and then budget users can make requests in addition to the target that are then routed through the workflow review process for approval. Certain areas of the budget can be locked down to be controlled by a central team. Budget requests for these areas can be routed to this team for approval and entry.
CADSS-122	The CADSS shall provide the ability to define multiple approvers and approval stages and review the budget at each User-defined stage.	Yes	O - Out of the Box	There is a robust workflow management tool in which the budget approval process can be configured. Multiple levels of workflow can be configured to meet the organizations approval hierarchy. One approval step can have multiple roles (out-of-office scenarios). The same user role can have edit access across multiple steps; if a role is in two consecutive steps, the workflow skips a step and moves it to the next reviewer.
CADSS-123	The CADSS shall provide automatic e-mail notifications to support budget approval workflow.	Yes	O - Out of the Box	
CADSS-124	The CADSS shall provide the ability to track requested, recommended and approved budget, and decision level, with the ability to rollover data from one budget version/stage to the next budget version/stage.	Yes	O - Out of the Box	
CADSS-125	The CADSS shall provide the ability to support all phases of the budget cycle and allocate line items by User-defined parameters, including but not limited to:	Yes	O - Out of the Box	
CADSS-126	a. Program (e.g., TB, AIDS programs)	Yes	O - Out of the Box	
CADSS-127	b. Organization Structure (as listed in CADSS-28 thru CADSS-36)	Yes	O - Out of the Box	

Req. #	Requirement	Meets Requirement? Yes/No	How the requirement will be met	Notes
CADSS-128	c. Project (e.g., OneTime and Special projects)	Yes	O - Out of the Box	
CADSS-129	d. Grant	Yes	O - Out of the Box	
CADSS-130	e. Appropriation Category (e.g., Salary, Services & Supplies)	Yes	O - Out of the Box	
CADSS-131	f. User-defined time period	Yes	O - Out of the Box	
CADSS-132	The CADSS shall use the CDM (Charge Description Master) in the EHR System .	Yes	O - Out of the Box	
CADSS-133	The CADSS shall provide audit/log tracking of changes, including which User made what change and when. As such the CADSS shall provide the ability to apply and track dollar and position adjustments to authorized appropriations, across multiple years, including but not limited to the following:	Yes	O - Out of the Box	StrataJazz® has many ways to capture justifications and comments. The system allows for end users to provide qualitative justification for projects, new position requests and other adjustment assumptions. Organizations have the ability to categorize adjustments (emergency, transfer, etc.) and specify if justification is required or optional. The system will compile both the requests and supporting justification in executive summaries that can be viewed across multiple business units. All system commentary is tracked, stored, and can be easily reported on.
CADSS-134	a. One-Time vs. Limited Term vs. Ongoing	Yes	O - Out of the Box	
CADSS-135	b. Supplemental	Yes	O - Out of the Box	
CADSS-136	c. Emergency	Yes	O - Out of the Box	
CADSS-137	d. Mid-year Adjustments	Yes	O - Out of the Box	
CADSS-138	e. Transfers	Yes	O - Out of the Box	
CADSS-139	The CADSS shall provide functionality for budget modeling and scenario analysis.	Yes	O - Out of the Box	
CADSS-140	The CADSS shall allow County to conduct continuous improvement analysis.	Yes	O - Out of the Box	Strata is able to provide extensive support for continuous improvement initiatives. We also offer additional applications (not included in this proposal) to identify cost reduction initiatives by focusing on case-based variation associated with utilization, quality and labor. Once identified, Strata is able to categorize those initiatives into formal cost reduction projects and track progress against those cost

Req. #	Requirement	Meets Requirement? Yes/No	How the requirement will be met	Notes
CADSS-141	The CADSS shall provide functionality for setting and measuring productivity goals and targets, analysis, reporting and performance management.	Yes	O - Out of the Box	Strata supports this functionality as part of the Budgeting process, then can track against those targets on a monthly basis through our management reporting capabilities. Key capabilities on a monthly basis include: - Labor utilization tracked by department - An analysis of dollars and hours by category - Staffing trends based on specified time periods - Employee-level hours and dollars - Employee float details - Premium staffing costs Administrators define productivity targets that represent a projected number of worked hours for a department. Managers track the actual numbers against the targets to see where improvements are needed.
CADSS-142	The CADSS shall provide contract modelling to compare actual reimbursements to expected reimbursements based on contract terms	Yes	O - Out of the Box	For purposes of this RFP, Strata will be able to accept expected payment and actual payments from the LA County source billing (or other LA County contract management) systems. Once in Strata, we are able to match the reimbursement with the costs (from Strata's cost accounting application) for detailed margin analysis. Strata also offers an application - Contract Analytics (not included in this RFP bid). That tool is a full feature Contract Modeling tool that enables organizations to modify contract terms and conditions for purposes of negotiating third party payor contracts.
CADSS-143	The CADSS shall provide revenue per unit of service by department and or service line. To compare budget versus actual revenue	Yes	O - Out of the Box	

Req. #	Requirement	Meets Requirement? Yes/No	How the requirement will be met	Notes
CADSS-144	The CADSS shall provide the ability to drill down by cost center and account, down to source documents, such as invoices, when available.	Yes	O - Out of the Box	StrataJazz® provides the ability to drill from dashboard reports and metrics into GL account level detail and further into transaction level detail (AP, Materials, Journal Entry, and Purchasing). If desired, links to invoice image systems can also be integrated, providing users with not only the AP/PO detail, but links that will direct them to the invoice image.
CADSS-145	The CADSS shall provide the ability by authorized users to override appropriation control, and to track/review transactions which occur due to override.	Yes	O - Out of the Box	

Yes

O - Out of the Box

No

C - Customization
D - Developed
3 - Supplied by
Third Party
F - Future
N - Req. not met



**COST ACCOUNTING AND DECISION SUPPORT SYSTEM
AND RELATED SERVICES
REQUEST FOR PROPOSALS**

APPENDIX E.2 (FUNCTIONAL REQUIREMENTS DESCRIPTIVE RESPONSE)

#CADSS2019

1. CADS System Functional Requirements – Narrative Response Template

This document contains the qualitative requirements to complement the Functional and Technical requirements for the CADS System. DHS is evaluating the Proposer's comprehensive description of methodologies to select an approach that best fits its requirements and environment.

Proposer shall provide written responses to all questions in this document in the designated section of the tables and – if necessary – in additional documents attached to their response. **While DHS is looking for complete and comprehensive responses to each requirement**, Proposer may address multiple individual requirements in a single response section of the tables. **It is the Proposer's responsibility to ensure that each response clearly** references those requirements addressed in a given response **and that each requirement is addressed either by a response or a reference to the section it is addressed**. The information provided in the response tables must be sufficient for the evaluation team to score the proposal. DHS reserves the right to make a selection on information provided in the response templates only **without considering attached documentation** (unless otherwise indicated).

1.1. Functional Requirements

	Functional Requirement Questions
1.	Describe how the proposed solution leverages best practices in Health Care cost accounting and decision support and what (if any) new business capabilities could be made available to the County through the use of the solution.
<p>Proposer Insert Response Here</p> <p>Limit response to five pages</p> <p>Strata has implemented our Cost Accounting solutions for over 140 clients in the past 8 years. In that time, Strata has developed and documented many best-practice approaches comprehensive to the cost accounting processes including, but not limited to:</p> <ul style="list-style-type: none"> • GL alignment/Reclassification • Cost Categories • Automated Statistic Drivers • Direct vs. Indirect assignment • Variability/Contribution Margin Modeling • Overhead Allocation and Stat Driver assignments • Other Operating Revenue and Lump Sum Revenue Modeling • Cost Validation and Maintenance Processes • Patient Activity Allocations • Team staffing and costing responsibilities <p>In addition, Strata also facilitates many discussions between clients to share best practices and solutions to common and complex problems.</p> <p><i>Confidential Trade Secret and Proprietary Information of Strata Decision Technology, LLC</i></p>	

	Functional Requirement Questions
2.	Describe how the proposed solution provides the Core Comprehensive functionality defined by County for Procedure Level Cost Accounting as detailed in Section 1.1.1 of the Appendix N (Minimum Mandatory Requirements), specifically Procedure Level Cost Accounting.
	<p>Proposer Insert Response Here</p> <p><i>Limit response to five pages</i></p> <p>StrataJazz will integrate procedure level cost accounting data and through standard configuration, Strata defines Direct, Indirect, Fixed, and Variable expense by cost category. There is no limit to the number of cost categories that can be defined, however we typically see around 25 cost components (Medical Supplies, Drugs, Implants, Nursing Labor, Tech Labor, Equipment Depreciation, etc.). All cost components can be broken out and reported by the following categories; Variable Cost, Variable Direct Cost, Variable Indirect Cost, Fixed Cost, Fixed Direct Cost, Fixed Indirect Cost, Direct Cost, Indirect Cost, and Total Cost.</p> <p><i>Confidential Trade Secret and Proprietary Information of Strata Decision Technology, LLC</i></p>

	Functional Requirement Questions
3.	Describe how the proposed solution is able to integrate data from the Electronic Health Record (EHR), General Ledger (GL) and subsidiary ledgers (e.g., contracts, procurement, payroll, etc.) into a single integrated database and normalize the data for the purpose of analysis of costs at the procedure, patient, provider and location level, as described in Section 1.2 of Appendix N (Minimum Mandatory Requirements).
<p>Proposer Insert Response Here Limit response to five pages</p> <p>StrataJazz will integrate data from your EHR, General Ledger, Payroll, and Statistics at a minimum. Our solution supports two way integration with the EHR. Other data sources such as Contracts and Procurement data for supplies and pharmacy can easily be integrated into the system. Additionally, we support flat-file integration over an sFTP which allows for data integration with any other source systems. We integrate and normalize all of these data sets through our Costing Configuration tool which then allows you to analyze data at the procedure, patient, provider, service line, and location level.</p> <p><i>Confidential Trade Secret and Proprietary Information of Strata Decision Technology, LLC</i></p>	
4.	Describe how the proposed solution supports multiple-facility use with the ability to perform cost information data analytics (stratify, aggregate, filter) from the Encounter Level to the Organization Level and all levels and categories in between, as described in Section 1.3 of Appendix N (Minimum Mandatory Requirements).
<p>Proposer Insert Response Here Limit response to five pages</p> <p>Strata's cost accounting module provides the essential information needed to understand the true cost of healthcare delivery in hospitals, outpatient clinics, physician offices and in all other settings of care. Strata's Episode Analytics tool allows organizations to define a patient episode and link visits across different care settings and different providers to better understand full cost, adverse care and impact to margins and potential shared savings. Our platform is meant to provide a comprehensive view of analytics and cost of care across the continuum of care. Analytics and Reporting can be done at any level of your organizational hierarchy, aggregating data from the patient encounter level up to the system level, and at every level in between (department, facility, entity, region, etc.). Additionally, StrataJazz has purpose-built tools, reports and dashboards to compare costs by service line and by physician to better understand margins and variability in cost and delivery of care.</p> <p><i>Confidential Trade Secret and Proprietary Information of Strata Decision Technology, LLC</i></p>	

	Functional Requirement Questions
5.	Describe the proposed solution design approach and principles for User Interface/User Experience (UI/UX). What are the primary considerations for the end-user?
<p>Proposer Insert Response Here</p> <p>Limit response to five pages</p> <p>StrataJazz's adaptable technology and solutions continue to evolve as healthcare changes to incorporate impacts of healthcare reform, acquisition trends, physician recruitment efforts and capital constraints. Strata Decision Technology is a pioneer in the development of innovative software tools and decision-making processes for senior financial and operational decision-makers in the healthcare industry. We enhance the impact of our software solutions through effective training, process facilitation and strategic consulting service to help with end user adoption.</p> <p>To help give end users the best experience with our solutions, business intelligence is embedded throughout the StrataJazz system to highlight trends, variances, anomalies, risks and opportunities. Given the magnitude of historic and projected data that exists at healthcare delivery systems, business intelligence is critical. Historic data analysis, diagnostics, and sensitivity and risk analysis all support a dynamic process of providing the right data and information to decision makers in a web-based environment.</p> <p>Most importantly, the system is grounded in the reality of the organization's data systems. StrataJazz automatically integrates with general ledger, decision support, payroll, materials management, and patient accounting systems to ensure up to date and accurate data. StrataJazz's industry leading data tools have taken 80% of the time out of data processes by supporting legacy data solutions, integrating multiple source data systems and providing effective data management tools.</p> <p>Strata has received the "Best in KLAS" ranking for Business Decision Support for six consecutive years with 100% of surveyed customers indicating they "would buy again". We don't view "go live" as an accomplishment, it's just the start. The company invests heavily in our unique long-term, ongoing service approach with customers to ensure they can continue to solve key problems in their organization with StrataJazz over time, not just when the system is initially deployed.</p> <p>Strata has an established and recognized track record of innovation in cost accounting and decision support. Examples include the following: Strata was the first cloud-based solution in cost accounting, the first solution to offer physician costing, the first application with algorithms and workflow for cost management, the first application to quantify the financial impact of hospital acquired conditions and patient safety incidents, the first complete SaaS platform for financial planning, the first company to offer "cost accounting as a service", etc.</p> <p><i>Confidential Trade Secret and Proprietary Information of Strata Decision Technology, LLC</i></p>	

Req. #	Requirement	Meets requirement ? Yes/No	How the requirement will be met	Notes
General Technical Requirements				
System Administration				
CADSS-147	The CADSS shall allow authorized site-specific users to manage site-specific user groups and user accounts up to and including their level of authority.	Yes	O - Out of the Box	
CADSS-148	The CADSS shall allow administrators to delegate authority, by user group, to reset password.	Yes	O - Out of the Box	StrataJazz supports single sign on via SAML or WS-Federation so password changes and password management will be handled by LA County and their procedures.
CADSS-149	The CADSS shall allow administrators to delegate authority, by user group, to restore System access of locked out user.	Yes	O - Out of the Box	StrataJazz supports single sign on via SAML or WS-Federation so account lockout will be handled by LA County and their procedures.
CADSS-150	The CADSS shall provide the ability to restrict access based on users' accounts' privileges.	Yes	O - Out of the Box	Access can be restricted to individuals down to single reports, pages, etc. This is managed by the client administrator(s).
CADSS-151	The CADSS shall provide the ability to specify roles and privileges based on login locations.	No	N - Req. not met	The StrataJazz system implements security at the user, group or role level. Read, write, delete, create and list access to menus, commands, actions, data and functions can be given to the user, group or role. Security setup is very flexible in order to achieve the security model desired by the client. There is no specific access restrictions based on login location however StrataJazz can be configured to only allow certain IP addresses to login to the system.
CADSS-152	The CADSS shall allow the restriction of rights, privileges or access at the user and group level.	Yes	O - Out of the Box	Access can be restricted by user or StrataJazz group.
CADSS-153	The CADSS shall allow restricting the rights, privileges or access of processes to the minimum required for authorized tasks.	Yes	O - Out of the Box	StrataJazz allows the client administrators(s) to configure access at a very granular level where the minimum required can be configured.
CADSS-154	The CADSS shall have the ability to display the last date and time the user logged onto the System at the time of logon.	No	N - Req. not met	This is currently not supported and is not on our current road map.

Req. #	Requirement	Meets requirement ? Yes/No	How the requirement will be met	Notes
CADSS-155	The CADSS shall have the ability to suspend user access based on a table-driven parameter (e.g., employment status).	Yes	O - Out of the Box	Access is controlled by the LA County directory environment. If a user is disabled in the directory they would not have access to StrataJazz.
CADSS-156	The CADSS shall have the ability to suspend user access based on a pre-set date or based on hospital policy requiring renewal of access approval on a variable basis for non- County employees.	Yes	O - Out of the Box	Access is controlled by the LA County directory environment. If a user is set to expire in the directory they would not have access to StrataJazz.
CADSS-157	The CADSS allows revocation of the access privileges of a user without requiring deletion of the user.	Yes	O - Out of the Box	A user can have their license removed in the system but their account still exists.
CADSS-158	The CADSS shall allow assigning multiple roles to one user.	Yes	O - Out of the Box	StrataJazz has a purpose built tool called Security Center where you create and manage users, groups, roles, and permissions. Within the User Management you can add and edit users. You can update basic information about the user, as well as assign the user to groups and roles.
Administrative Reporting				
CADSS-159	The CADSS shall implement event, audit and access logging that complies with current HIPAA Security Rule.	Yes	O - Out of the Box	
CADSS-160	The CADSS shall provide summarized and detailed reports on user access, usage logs, and other standard back-end administrative reporting.	Yes	O - Out of the Box	StrataJazz provides standard User access, usage, and role/security/permissions reports. Additionally, all user activity in the system is stored and can be reported on such as user commentary and justification.
CADSS-161	The CADSS shall provide online reporting capability to authorized County System managers for necessary review and accountability.	Yes	O - Out of the Box	All reporting capabilities are managed and accessed online within the system. Reports can also be distributed as needed or on a scheduled basis to system managers for review and/or to other external sources.

Req. #	Requirement	Meets requirement ? Yes/No	How the requirement will be met	Notes
CADSS-162	The CADSS shall provide error and exception reports.	Yes	O - Out of the Box	StrataJazz has pre-built reports for the costing reconciliation and validation process that identify exceptions and highlight instances of accounts with expenses not in costing, job codes and pay codes with expenses not in costing, departments with expenses or revenue not included in costing, and CDMs with no cost that should be included in costing. Additionally, there are exception reports to highlight potentially incorrect ratios such as - negative cost to charge ratio, no cost to charge ratio, greater than 100% cost to charge ratio, high overhead as a percent of total, low labor or supply as a percent of total, etc. Strata is very focused on making costing reconciliation seamless and streamlined.
CADSS-163	The CADSS shall provide usage reports.	Yes	O - Out of the Box	
CADSS-164	The CADSS shall provide configuration, user accounts, roles and privileges reports.	Yes	O - Out of the Box	
CADSS-165	The CADSS shall provide a listing of privileged account holders within the System hosting environment.	Yes	O - Out of the Box	The list of user accounts and their permissions can be viewed within the system. All admin activity is logged and can be viewed as well.
	Configuration Management			
CADSS-166	The CADSS shall provide the ability to maintain multiple operating environments for development, test, training and production.	Yes	O - Out of the Box	
CADSS-167	The CADSS shall ensure administration interfaces require strong authentication and authorization.	Yes	O - Out of the Box	The strength is managed by LA County directory and sign in process. You can implement MFA as well if your identity provider supports it.

Req. #	Requirement	Meets requirement ? Yes/No	How the requirement will be met	Notes
CADSS-168	The CADSS shall provide administrator privileges that are separated based on roles (e.g., site content developer, System administrator).	Yes	O - Out of the Box	There are 3 distinct user roles in the system: System Administrator, Power User, Basic User. The System Administrator maintains the configuration decisions of the Cost Accounting and Planning modules and has access to tools for managing data interfaces, data dimensions, and user security/privileges. The Power User role can be leveraged if there are certain users at an organization that should have more privileges than a basic user but are not responsible for system configuration changes. The Basic User role is the most restricted user and will only have access to areas and specific functionality in the system that they have been granted access to.
CADSS-169	The CADSS shall provide secured remote administration channels (e.g., SSL, VPN).	Yes	O - Out of the Box	Administration of the system is handled over HTTPS.
CADSS-170	The CADSS shall provide configuration stores that are secured from unauthorized access and tampering.	Yes	O - Out of the Box	The configuration of the StrataJazz system is secured and only accessible by certain system administrators.
CADSS-171	The CADSS shall provide configuration credentials and authentication tokens held in plain text in configuration files. (e.g., client configuration file with remote login ID and password).	No	N - Req. not met	Passwords and tokens are not stored in clear text.
CADSS-172	The CADSS shall provide user accounts and service accounts used for configuration management that provide only the minimum privileges required for the task.	Yes	O - Out of the Box	This is reviewed quarterly as part of our SOC and HITRUST certification.
System Security Requirements				
User Profiles/Roles				

Req. #	Requirement	Meets requirement ? Yes/No	How the requirement will be met	Notes
CADSS-173	The CADSS shall provide the ability for users to define and store user profile information, including but not limited to, the user's name, user ID, employee ID, professional designation, etc.	Yes	O - Out of the Box	The system stores the following user profile information for all users of the StrataJazz system. - Username (can often include user/employee IDs) - First Name, Last Name - Email Address - Password - User Groups, User Roles
CADSS-174	The CADSS shall have the ability to link the user logon ID to his/her employee number or contractor social security number, as well as to the location or group of locations to which the user is assigned.	Yes	O - Out of the Box	StrataJazz uses Single Sign on to control access. The user account and various properties are controlled by LA County directory services.
CADSS-175	The CADSS shall have the ability to identify the type of single enterprise authentication used for System access, e.g. MS Active Directory.	Yes	O - Out of the Box	StrataJazz supports SSO via SAML or WS-Federation or can support direct query to Active Directory over IPSEC tunnel.
CADSS-176	The CADSS shall provide the ability to define user roles and user groups and associate these with user accounts.	Yes	O - Out of the Box	The StrataJazz system implements security at the user, group or role level. Read, write, delete, create and list access to menus, commands, actions, data and functions can be given to the user, group or role. Security setup is very flexible in order to achieve the security model desired by the client.
CADSS-177	The CADSS shall allow the creation and assignment of user roles that limit a use's privileges to their scope of practice.	Yes	O - Out of the Box	The StrataJazz system implements security at the user, group or role level. Read, write, delete, create and list access to menus, commands, actions, data and functions can be given to the user, group or role. Security setup is very flexible in order to achieve the security model desired by the client.

Req. #	Requirement	Meets requirement ? Yes/No	How the requirement will be met	Notes
CADSS-178	The CADSS shall have role based security and shall enable access of reports and dashboards to be restricted to specific roles based on security levels.	Yes	O - Out of the Box	The StrataJazz system implements security at the user, group or role level. Read, write, delete, create and list access to menus, commands, actions, data and functions can be given to the user, group or role. Security setup is very flexible in order to achieve the security model desired by the client.
CADSS-179	The CADSS shall allow the creation and assignment of user roles that define their required and allowed actions in workflows.	Yes	O - Out of the Box	
CADSS-180	The CADSS shall allow the assignment of multiple roles to be selected from by the user at login.	Yes	O - Out of the Box	In StrataJazz, a user can have multiple roles assigned, and the system will provide a tailored experience to the individual user based on the roles selected.
CADSS-181	The CADSS shall allow users to customize their interfaces with favorited or regularly used reports.	Yes	O - Out of the Box	The solution will present each user with an interface customized to their solution and responsible areas. Users can save versions and/or filters on reports and dashboards, favorite reports for quick launch, and link offline attachments on the StrataJazz® homepage.
System Access				
CADSS-182	The CADSS shall provide ability to use a single user sign-on for all modules with security configured for each module.	Yes	O - Out of the Box	The StrataJazz platform is a completely cloud-based based web application. All solution modules can be accessed through a drop-down menu bar, and all within a single instance of logging into the database. StrataJazz supports LDAP and SSO via SAML or WS-Federation.
CADSS-183	The CADSS shall have the ability to identify and log IP addresses of connecting devices	Yes	O - Out of the Box	
CADSS-184	The CADSS shall have the ability for security module to be maintained by an in-house System Administrator.	Yes	O - Out of the Box	
CADSS-185	The CADSS shall allow an unlimited number of users to access and use the system at the same time.	Yes	O - Out of the Box	
CADSS-186	The CADSS shall automatically notify users and force them to change passwords on a pre-defined frequency.	No	N - Req. not met	Password expiration notification would come from LA County Active Directory.

Req. #	Requirement	Meets requirement ? Yes/No	How the requirement will be met	Notes
CADSS-187	The CADSS shall provide an efficient, flexible way to control and administer multiple levels of user access.	Yes	O - Out of the Box	
CADSS-188	The CADSS shall have the ability to support web based client access or other internet based client access technologies, with appropriate security access controls.	Yes	O - Out of the Box	
CADSS-189	The CADSS shall provide password complexity system standards consistent with County standards	Yes	O - Out of the Box	
CADSS-190	The CADSS shall provide the password change rules for user accounts consistent with County standards	Yes	O - Out of the Box	
CADSS-191	The CADSS shall provide lock-out capability after a pre-defined number of unsuccessful user sign-on attempts.	Yes	O - Out of the Box	StrataJazz uses Single Sign on so lockout are controlled by LA County policies.
CADSS-192	The CADSS shall not display passwords as clear text (Password Masking).	Yes	O - Out of the Box	
CADSS-193	The CADSS shall provide integrated security managed in a central accounts database.	Yes	O - Out of the Box	
CADSS-194	The CADSS shall provide a viewable list of Users logged on to System in real-time.	Yes	O - Out of the Box	The Current Users screen in Security Center will show the users who are currently logged in to the StrataJazz® environment.
CADSS-195	The CADSS shall allow addition of user-defined messages to logon screen.	Yes	O - Out of the Box	On the StrataJazz® landing page, there is a designated Announcements section where administrators can post user-defined messages or other information relevant to your organization for all users to see.
CADSS-196	The CADSS shall integrate with the County's Microsoft Active Directory for authentication and has the capability of notifying the end user of near domain account password expiration date as well as the ability to reset the password through the System's user interface.	No	N - Req. not met	We offer several different ways to authenticate against AD. However, the StrataJazz application does not support the additional requirements of showing the user password expiration date or password reset.
CADSS-197	The CADSS shall encrypt passwords before being stored or transmitted.	Yes	O - Out of the Box	
CADSS-198	The CADSS shall provide the ability to disallow more than one active session per sign-on identification.	No	N - Req. not met	
CADSS-199	The CADSS shall allow users to re-authenticate and remotely log out of an active user session before logging in at another location.	No	N - Req. not met	
CADSS-200	The CADSS shall require password re-entry before user is allowed to perform functions predefined as "high security".	No	N - Req. not met	
CADSS-201	The CADSS shall encrypt sensitive data transmitted between clients and servers using Secure Socket Layer (SSL) Certificates, Transport Layer Security (TLS), or by other means.	Yes	O - Out of the Box	

Req. #	Requirement	Meets requirement ? Yes/No	How the requirement will be met	Notes
CADSS-202	The CADSS shall restrict users , based on their security role from directly accessing the database.	Yes	O - Out of the Box	The StrataJazz system implements security at the user, group or role level. Read, write, delete, create and list access to menus, commands, actions, data and functions can be given to the user, group or role. Security setup is very flexible in order to achieve the security model desired by the client.
CADSS-203	The CADSS shall allow secure password resets in case passwords are forgotten.	No	N - Req. not met	
CADSS-204	The CADSS shall have the ability to assign application access rights across entire suite of applications at a single point of entry.	Yes	O - Out of the Box	All access rights are set in a central spot within StrataJazz.
CADSS-205	The CADSS shall support a pre-defined time for passwords to be changed and suspended per user's role, access level and defined inactivity period. The LA DHS standard for users is 90 days.	Yes	O - Out of the Box	StrataJazz will leverage LA County Active Directory which will control the password change requirements.
CADSS-206	The CADSS shall provide administrative ability to block users' access during pre-defined off-hours.	No	N - Req. not met	Permissions are applied on a per user basis. It is currently not possible to block off-hour access on a per user basis.
	Authentication			
CADSS-207	The CADSS shall insure all system and user accounts are identified.	Yes	O - Out of the Box	
CADSS-208	The CADSS shall insure Two-factor authentication for public facing access to the application.	Yes	O - Out of the Box	This can be configured as part of the single sign on process depending on your identity provider configuration.
CADSS-209	The CADSS shall insure integration capability with the County's Azure Active Directory through a SSO mechanism /experience.	Yes	O - Out of the Box	
CADSS-210	The CADSS shall insure web sites are partitioned into un-restricted and restricted areas using separate folders.	Yes	O - Out of the Box	StrataJazz is written and security using OWASP standards and CIS benchmarks. We regularly test the system for vulnerabilities.
CADSS-211	The CADSS shall provide authentication that uses least-privileged accounts.	Yes	O - Out of the Box	
CADSS-212	The CADSS shall insure that minimum error information is returned in the event of authentication failure.	Yes	O - Out of the Box	
CADSS-213	The CADSS shall have the ability to support biometrics and biometrics plus passwords (e.g., fingerprint scan and fingerprint scan plus password).	Yes	O - Out of the Box	The use of biometrics would be controlled by your identity provider.
CADSS-214	The CADSS shall authenticate the user before any access is allowed to protected resources (e.g., Protected Health Information).	Yes	O - Out of the Box	

Req. #	Requirement	Meets requirement ? Yes/No	How the requirement will be met	Notes
CADSS-215	The CADSS shall authenticate standalone devices before access is allowed to protected resources.	No	N - Req. not met	StrataJazz is a SaaS application and can be accessed from any system with Internet Explorer. There is no validation or authentication of the device accessing the site however IP whitelisting can be configured to restrict addresses that have access.
CADSS-216	The CADSS shall insure credentials are secured/encrypted in storage, and over the wire via Secure Socket Layer (SSL/TLS) or IP Security (IPSec), if Structured Query Language (SQL) authentication is used (e.g., communication between the application server and the database server).	Yes	O - Out of the Box	
	Authorization			
CADSS-217	The CADSS shall insure measures are in place to prevent, detect and log unauthorized attempts to access the System.	Yes	O - Out of the Box	
CADSS-218	The CADSS shall insure rights and privileges are assigned based on authorization roles.	Yes	O - Out of the Box	The StrataJazz system implements security at the user, group or role level. Read, write, delete, create and list access to menus, commands, actions, data and functions can be given to the user, group or role. Security setup is very flexible in order to achieve the security model desired by the client.
CADSS-219	The CADSS shall insure database restricts access to stored procedures to authorized accounts only.	Yes	O - Out of the Box	
CADSS-220	The CADSS shall insure all account IDs that are used by the System are identified and the resources accessed by each account is known.	Yes	O - Out of the Box	
CADSS-221	The CADSS shall insure roles are mapped to user and data interfaces. Role rights and privileges are identified and maintained in an access control list.	Yes	O - Out of the Box	
CADSS-222	The CADSS shall insure resources are mapped to System roles and allowed operations for each role.	Yes	O - Out of the Box	
	Integrity Controls			
CADSS-223	The CADSS shall insure measures are in place to detect unauthorized changes to information.	Yes	O - Out of the Box	
CADSS-224	The CADSS shall insure measures are in place to protect information from being accidentally overwritten.	Yes	O - Out of the Box	StrataJazz does not allow for source data to be overwritten. StrataJazz allows the user to select data sets to report and analyze but does not allow the data to be changed.

Req. #	Requirement	Meets requirement ? Yes/No	How the requirement will be met	Notes
CADSS-225	The CADSS shall support integrity mechanisms for transmission of both incoming and outgoing files, such as parity checks and cyclic redundancy checks (CRCs).	Yes	O - Out of the Box	StrataJazz sends and receives data via SFTP where integrity checks are in place.
CADSS-226	The CADSS shall insure measures are in place to prevent the upload of unauthorized files (e.g., executable files).	Yes	O - Out of the Box	
	Sensitive Data (e.g., ePHI, Personally Identifiable Information)			
CADSS-227	The CADSS shall insure sensitive data and secrets are not incorporated in code.	Yes	O - Out of the Box	
CADSS-228	The CADSS shall insure secrets are stored securely using a one-way hash. Database keys, connections, passwords, or other secrets are not stored in plain text.	Yes	O - Out of the Box	
CADSS-229	The CADSS shall insure sensitive data is not logged in clear text by the System.	Yes	O - Out of the Box	
CADSS-230	The CADSS shall insure sensitive data is not transmitted using insecure protocols, such as FTP, telnet, tftp etc., unless tunneled through an authenticated encrypted connection (e.g. VPN).	Yes	O - Out of the Box	
CADSS-231	The CADSS shall insure sensitive data is not stored in persistent cookies.	Yes	O - Out of the Box	
CADSS-232	The CADSS shall insure measures are in place to prevent, detect and log unauthorized attempts to access sensitive or confidential data.	Yes	O - Out of the Box	
CADSS-233	The CADSS shall restrict transactions involving financial or sensitive data to authorized user sessions originating on the County Intranet WAN only. Access to such transactions from the Internet is blocked.	Yes	O - Out of the Box	This can be configured in a few different ways. We can setup IP whitelisting to only allow your public IP addresses to access StrataJazz or if an IPSEC tunnel is established between facilities we can restrict the access over that tunnel.
CADSS-234	The CADSS shall restricts access to financial transactions and other sensitive data by authorized users outside the County Intranet to Read Only mode.	Yes	O - Out of the Box	Role management allows administrators to set up security and permissions in the StrataJazz platform by adding users to specific roles. Each role has a defined set of permissions, which will drive the security for users. From a security perspective, roles permit users to interact with the objects in the user interface. Roles can be set up so a out of County user has only read-only access. This will need to be set up for user via the user management section.
CADSS-235	The CADSS shall insure all user sessions involving financial transactions or sensitive data are encrypted using SSL/TLS /HTTPS.	Yes	O - Out of the Box	

Req. #	Requirement	Meets requirement ? Yes/No	How the requirement will be met	Notes
CADSS-236	The CADSS shall provide administrative ability to block users' access to individual patient records for privacy reasons.	Yes	O - Out of the Box	Throughout most areas of the application access to sensitive information can be blocked by setting permissions.
	Encryption			
CADSS-237	The CADSS shall have the ability to encrypt electronic PHI at rest or in motion, and support all required encryption processes, to conform with the current HIPAA Security Rule.	Yes	O - Out of the Box	
	Input Validation			
CADSS-238	The CADSS shall insure that input validation is applied whenever input is received through user or external data interfaces. The validation approach is to constrain, reject, and then sanitize input.	Yes	O - Out of the Box	Strata has implemented data integrity from data intake to backups. Data intake is handled via SFTP which has built in checksum validation. Data is then uploaded into Microsoft SQL where data validation takes place. Finally backup data has checksum validation. Critical systems have file integrity monitoring enabled as well.
CADSS-239	The CADSS shall be designed with System validation that assumes that user input is malicious.	Yes	O - Out of the Box	StrataJazz is written using OWASP standards to ensure data is validated before submitted to the system.
CADSS-240	The CADSS shall validate data for type, length, format, and range. Data validation is consistent across the System.	Yes	O - Out of the Box	Strata performs static and dynamic code scans to validate the code does not allow for inappropriate data input.
CADSS-241	The CADSS shall be designed to avoid un-trusted input of file name and file paths. (i.e. CADSS does not accept file names or file paths from calling functions. CADSS decisions are not made based on user-supplied file names and paths.)	Yes	O - Out of the Box	
CADSS-242	The CADSS shall be designed so that the System does not use parent paths when data within the System is being accessed. Attempts to access resources using parent paths are blocked.	Yes	O - Out of the Box	
CADSS-243	The CADSS shall insure web server always asserts a character set: a locale and a country code, such as en_US.	Yes	O - Out of the Box	StrataJazz by default asserts the en_US character set. The platform is currently not localized to other languages but this can change in the future.
	Timeouts			

Req. #	Requirement	Meets requirement ? Yes/No	How the requirement will be met	Notes
CADSS-244	The CADSS shall provide an automatic timeout if the session is idle for a pre-specified and configurable duration.	No	N - Req. not met	StrataJazz automatically logs all sessions out nightly however many of our customers requested sessions stay open even without inactivity so they could keep the financial models open.
CADSS-245	The CADSS shall warn the user before the timeout and prompts the user to re-enter their password.	No	N - Req. not met	Sessions are not automatically logged out.
	Parameter Manipulation			
CADSS-246	The CADSS shall ensure all input parameters are validated (including form fields, query strings, cookies, and HTTP headers).	Yes	O - Out of the Box	
CADSS-247	The CADSS shall support cookies with sensitive data (e.g. authentication cookies) are encrypted.	No	N - Req. not met	Cookies are currently not encrypted. They may include session identifiers.
CADSS-248	The CADSS shall ensure sensitive data is not passed in query strings or form fields.	Yes	O - Out of the Box	Sensitive information might be passed in if a user search for certain sensitive search terms, otherwise sensitive information is not passed in via query string.
CADSS-249	The CADSS shall support security decisions on information other than HTTP header information.	Yes	O - Out of the Box	
	System Use and Interoperability			
	Scalability			
CADSS-250	The CADSS shall be scalable and adaptable to meet any reasonable future growth and expansion needs.	Yes	O - Out of the Box	StrataJazz scales to very large data and user sizes. Strata uses different hosting tiers to support clients based on a client's projected future growth. Hosting tiers can change during the contract period.
CADSS-251	The CADSS shall contain a single database for all solutions and modules.	Yes	O - Out of the Box	
	Interfaces			
CADSS-252	The CADSS shall support standard HL7 messaging protocols.	Yes	O - Out of the Box	
CADSS-253	The CADSS HL7 interfaces shall have adequate bandwidth to support County expected message volume during peak hours.	No	N - Req. not met	Strata does not support HL7 Interfaces. All Data Integration is done through a flat file integration over the sFTP.
CADSS-254	The CADSS shall support standard FHIR messaging protocols.	No	N - Req. not met	Strata does not support HL7 Interfaces. All Data Integration is done through a flat file integration over the sFTP.
CADSS-255	The CADSS shall support standard X12 messaging protocols	No	N - Req. not met	Strata does not support EDI Interfaces. All Data Integration is done through a flat file integration over the sFTP.
CADSS-256	The CADSS shall support standard Application Programming Interface (API).	No	N - Req. not met	StrataJazz does not support APIs for data extraction at this time.

Req. #	Requirement	Meets requirement ? Yes/No	How the requirement will be met	Notes
CADSS-257	The CADSS shall be able to resend a specific transaction (e.g. HL7 message, daily file) or a set of transactions during a specific time period on demand.	Yes	O - Out of the Box	All Data Integration is done through a flat file integration over the sFTP. Batch jobs or manual jobs can be setup.
CADSS-258	The CADSS shall support standard Simple Object Access Protocol.	No	N - Req. not met	This is not on the roadmap and is currently not supported.
CADSS-259	The CADSS shall provide the ability to validate incoming messages.	No	N - Req. not met	StrataJazz does not rely on message-based interfaces.
CADSS-260	The CADSS shall provide the ability to perform data transformations.	Yes	O - Out of the Box	
CADSS-261	The CADSS shall provide the ability to load information from standard format data file(s) e.g. CSV, tab-delimited, XML, etc.	Yes	O - Out of the Box	Csv, txt, and excel file formats are supported.
CADSS-262	The CADSS shall be scriptable/programmable using an industry standard language.	No	N - Req. not met	StrataJazz is a hosted SaaS platform. It provides many ways to interact, configure the system and extract data as needed. The system has the ability to schedule and automate many processes. However, we do not allow to programmatically interact with the system via a scripting or programming language. The data can be extracted should this become necessary.
CADSS-263	The CADSS shall monitor timeliness of messages and send alerts if certain time limits have been exceeded.	No	N - Req. not met	StrataJazz does not rely on message-based interfaces.
CADSS-264	The CADSS shall support standard logging levels (WARN, INFO, DEBUG, TRACE) at the interface layer.	No	N - Req. not met	StrataJazz does not provide access to the data interface.
CADSS-265	The CADSS shall monitor for errors and send alerts if certain time limits have been exceeded.	Yes	O - Out of the Box	Strata monitors errors and can send alerts if certain processing or load times exceed the threshold.
CADSS-266	The CADSS shall have the ability to evaluate interface messages for accuracy and completeness, and reject messages that are not constructed properly as well as the capability to generate reports of failed messages.	No	N - Req. not met	StrataJazz does not rely on message-based interfaces.
CADSS-267	The CADSS shall have the capability to analyze, correct and resend messages that have been rejected.	No	N - Req. not met	StrataJazz does not rely on message-based interfaces.
CADSS-268	The CADSS shall have the capability to queue outbound messages in case a receiving System is down temporarily.	No	N - Req. not met	StrataJazz does not rely on message-based interfaces.
External Data Sharing and Interoperability				
CADSS-269	The CADSS shall support import of a C-CDA formatted CCD.	No	N - Req. not met	Strata does not support CCD format for import.
CADSS-270	The CADSS shall support export of a C-CDA formatted CCD.	No	N - Req. not met	Strata does not support CCD format for export.

Req. #	Requirement	Meets requirement ? Yes/No	How the requirement will be met	Notes
CADSS-271	The CADSS shall provide the ability to automatically extract batch data and FTP/SFTP/FTPS batch transfers to external agencies.	Yes	O - Out of the Box	Strata supports batch jobs of extracts to an sFTP which will be setup during the implementation.
	Data Conversion			
CADSS-272	The Proposer shall provide all services needed to transform, standardize, migrate and load external legacy electronic data in order to establish an initial database suitable for live organization operations.	Yes	O - Out of the Box	Typically, clients will import 2 years of historical Actuals and YTD data. We can load additional historical data if needed.
	Flexibility			
CADSS-273	The CADSS shall insure functionality and associated business rules shall be configurable without requiring "code" modifications.	Yes	O - Out of the Box	
CADSS-274	The CADSS shall provide screens that are configurable, providing ability to reposition and rename field labels, remove or "turn-off" unused fields, and allow addition of custom-defined fields.	Yes	O - Out of the Box	
CADSS-275	The CADSS shall provide the ability to create and/or modify the business rules which determine the acceptance/correctness of data.	No	N - Req. not met	Rules cannot be modified for acceptance of data. Please refer to "Exhibit - StrataJazz Data Integration Specifications" for an overview of data requirements.
CADSS-276	The CADSS shall provide the ability for on-line access by any site connected to the organization WAN.	Yes	O - Out of the Box	
CADSS-277	The CADSS shall provide the ability for secure remote access by authorized individuals (e.g. web based VPN access).	Yes	O - Out of the Box	StrataJazz is accessed via HTTPS.
	End-user Interface			
CADSS-278	The CADSS shall use the standard out-of-the-box GUI tools to create solution user interfaces.	Yes	O - Out of the Box	StrataJazz will present each user with an interface customized to their solutions and responsible areas. The system includes standard GUI tools such as dashboard and report creation using drag and drop functionality. Additionally, users can save versions and/or filters on reports and dashboards, favorite and embed reports for quick launch, and link offline attachments throughout the system.
CADSS-279	The CADSS shall ensure that all components are compliant with the Americans with Disabilities Act (ADA) and Section 508.	No	N - Req. not met	Elements of ADA Section 508 are met but not all are. This is currently not on the roadmap.
CADSS-280	The CADSS shall provide dynamic content and views based on user role.	Yes	O - Out of the Box	

Req. #	Requirement	Meets requirement ? Yes/No	How the requirement will be met	Notes
CADSS-281	The CADSS shall have a customizable online documentation and training materials such as context-specific help, search capability, organization-specific business process documentation and process maps.	Yes	O - Out of the Box	StrataJazz includes many training materials out of the box (full product functionality documentation with searchable Help Center, end user training guides, train-the-trainer guides, in-line help screens, eLearning training, etc.) Any additional training material or custom documentation can be included and embedded throughout the system.
CADSS-282	The CADSS shall allow for field level edit checks for transactions during data entry and provide immediate user feedback, including error messages and possible corrective actions.	Yes	O - Out of the Box	As end users and administrators make data entry or configuration changes, the system will automatically identify issues and provide errors messages and exception reports/tools. The exception management tool will walk users through how to correct issues that have been identified by providing detailed instructions and direct links to tools/areas of the system where issues need to be resolved.
CADSS-283	The CADSS shall have the ability to design a preferred sequence to make data-entry columns and fields match the workflow.	Yes	O - Out of the Box	StrataJazz sequences data-entry by providing intelligent workflow across areas of the system including but not limited to multiple levels of approval, automated notifications, reminders through email, and management of security access and scheduled reports for all frameworks. Workflow is fully configurable based on customer requirements and can be managed directly in the application by administrators. Additionally, project forms are fully customizable and can be designed to capture the appropriate sequence of data-entry fields.

Req. #	Requirement	Meets requirement ? Yes/No	How the requirement will be met	Notes
CADSS-284	The CADSS shall allow for the option of auto-fill capability per transaction/field entry throughout all modules.	Yes	O - Out of the Box	When new data members are imported into StrataJazz, the system provides "Configure Like" functionality which will auto-fill all attributes of a similar data member.
CADSS-285	The CADSS shall have the ability to restrict free form entry (e.g., provide drop down calendar for date field).	Yes	O - Out of the Box	
CADSS-286	The CADSS shall have intelligent spell checking of text fields.	Yes	O - Out of the Box	The system will check for correct spelling, and will identify where items have been spelled incorrectly. The most appropriate example of this would be around formula/rule building and report/dashboard filtering. There are also areas of the system where intelligent spell checking is not utilized such as free text or commentary fields.
CADSS-287	The CADSS shall minimize the necessity of the mouse when user performs data entry tasks.	Yes	O - Out of the Box	Many keyboard shortcuts and navigation options are enabled for data entry fields within the system.
CADSS-288	The CADSS shall provide the ability for a single user to open multiple sessions concurrently.	Yes	O - Out of the Box	
	Reporting			

Req. #	Requirement	Meets requirement ? Yes/No	How the requirement will be met	Notes
CADSS-289	The CADSS shall present data in graphical (e.g. charts, graphs) and numeric displays based on data within the System.	Yes	O - Out of the Box	<p>StrataJazz provides templates to create consistent visualizations such as tabular reports, bar charts, pie charts, dashboards, visual trends, metrics, and more. The Ad-Hoc Reporting tool allows queries to be run across all data and dimensions throughout the system on any framework. In addition, we have an OLAP (Online Analytical Processing) based reporting tool that will enable drill downs and chart creation. This technology ensures data can be pivoted on from a number of perspectives to accommodate the unique reporting needs that organizations have. Examples of the reporting tools available include:</p> <ul style="list-style-type: none"> - Web-based drill down reporting - Proprietary Excel reporting - Excel pivot tables - Table reporting - Chart reporting - Dashboard reporting
CADSS-290	The CADSS shall have the ability to export reports directly to MS Office, HTML, PDF, or XML formats and any other industry standards.	Yes	O - Out of the Box	Users can export reports in many formats (flat, excel, pdf, pivot table, etc.) Also, dashboard tiles and charts can be exported directly into PowerPoint presentations.
CADSS-291	The CADSS shall provide ad hoc and standard query capabilities (with and without input parameters).	Yes	O - Out of the Box	The StrataJazz Ad-Hoc Reporting Tool allows queries to be run across all data and dimensions throughout the system on any framework. Parameters can be added to any report or dashboard.

Req. #	Requirement	Meets requirement ? Yes/No	How the requirement will be met	Notes
CADSS-292	The ad hoc reporting tool shall be able to access any delivered or added fields in the database.	Yes	O - Out of the Box	StrataJazz® offers the Ad-Hoc Reporting tool, which is a self-service reporting tool. It allows users to report on a variety of data sets including hours, dollars, statistics, and predefined metrics, using drag and drop functionality. Users have access to a variety of dimensions including departments, accounts, job codes, pay codes, pay periods, time classes, and organization or responsibility hierarchies.
CADSS-293	The CADSS shall provide ability to create and maintain a report distribution mechanism with predefined reports (e.g., monthly reports that are specific by role, organization, and location via portal or Web).	Yes	O - Out of the Box	We have many distribution methods for consumers of data within the Strata platform. Strata Snapshots and KPIs are distributed to specific roles within the organization via email. Users have the ability to schedule batch report distribution sent via email. Additionally, extracts to data warehouse and other analytic platforms can be scheduled or performed on an as-needed basis.
CADSS-294	The CADSS shall provide security to protect reports created by one user from being viewed, modified, and/or executed by another user.	Yes	O - Out of the Box	Report security can be established based on user groups, user roles, responsibility and organizational hierarchy, module-specific, or individual users. System Administrators will be responsible for maintaining user's access to reports. By default, reports created by one user cannot be viewed/modified by other users unless that author of the report has granted access.
CADSS-295	The CADSS shall provide the ability to view previously generated reports by any user as allowed by their user role.	Yes	C - Customization	This is not a standard report in our reporting library, however it is a report that we could configure as part of the implementation.
CADSS-296	The CADSS shall provide capability to schedule reports and dashboards to run automatically according to County specified intervals.	Yes	O - Out of the Box	
CADSS-297	The CADSS shall allow for reporting by exception.	Yes	O - Out of the Box	

Req. #	Requirement	Meets requirement ? Yes/No	How the requirement will be met	Notes
CADSS-298	The CADSS shall allow print preview of all reports before printing and have print screen and selective page(s) print functionality.	Yes	O - Out of the Box	Reports are first exported to PDF or Excel. Once a report is exported, all print preview and selective pages functions are available.
CADSS-299	The CADSS shall allow for user-friendly end-user report creation without requiring technical staff or expertise to create and publish reports within the modules.	Yes	O - Out of the Box	Strata's reporting tool, Ad-Hoc Reporter, provides on demand reporting for all types of super-users and end-users. They can access cost data, patient data, and population groupings and outcome data within the reporting platform. Ad-Hoc reports can be saved and marked as favorites for frequent use. In addition, Ad-Hoc reports can be embedded into dashboards as tabular reports, graph and chart reports, or as KPIs. Templates can be created and quickly rolled out to various user groups, departments, and service lines. Finance users are trained on how to build reports and dashboards during implementation.
Content and Document Management				
CADSS-300	The CADSS shall have the ability to scan, attach and store imaged (scanned) documents and electronic files.	Yes	O - Out of the Box	Documents can be attached in a variety of places throughout StrataJazz.
CADSS-301	The CADSS shall enable indexing and searching of documents by a variety of user-defined metadata attributes.	No	N - Req. not met	
CADSS-302	The CADSS shall support for full text search.	No	N - Req. not met	
CADSS-303	The CADSS shall have built-in viewers/converters for a wide variety of file types.	No	N - Req. not met	
CADSS-304	The CADSS shall enable attachment of documents to e-mails and e-mail distribution lists.	Yes	O - Out of the Box	Yes, company e-mail addresses are stored with StrataJazz user information. This allows for automated scheduled reports and other notifications to be delivered straight to a user's e-mail.
CADSS-305	The CADSS shall store location identification of paper documents (attributes shall minimally include folder, box, and physical location).	No	N - Req. not met	
System Hosting Requirements				
Hosting Service Overview				

Req. #	Requirement	Meets requirement ? Yes/No	How the requirement will be met	Notes
CADSS-306	The Proposer's hosting services shall be hosted at a Tier 3 Data Center as defined by the UpTime Institute.	Yes	O - Out of the Box	Strata Decision Technology has two data centers, one located in Oak Brook, IL is the primary data center. A secondary (disaster recovery) data center is also maintained and is located in Denver, CO. Recovery Point Objective (RPO) is <24 hours and Recovery Time Objective (RTO) is 3-5 days. The data centers are not Uptime Institute rated however they do hold a SOC 2 Type II certification.
CADSS-307	The Proposer's hosting services shall be hosted at locations at multiple geographically dispersed locations.	Yes	O - Out of the Box	
CADSS-308	The Proposer's hosting services shall ensure facilities protected by industry standard provisions from locally high-risk natural disasters.	Yes	O - Out of the Box	
CADSS-309	The Proposer's hosting services shall ensure each Hosting facility has at least two industry standard diverse external network connections.	Yes	O - Out of the Box	
CADSS-310	The Proposer's hosting services shall provide adequate firewall protection in order to secure Personal Data and other Confidential Information users of the CADSS from unauthorized access by third parties.	Yes	O - Out of the Box	Strata has adequate firewall protection along with IPS.
Cloud Hosting				
CADSS-311	The CADSS shall be hosted on an industry standard cloud hosting platform.	Yes	O - Out of the Box	StrataJazz is hosted on our own private cloud.
CADSS-312	The Proposer's hosting services cloud solution must allow for hosting in the cloud without excessive effort and/or re-configuration. Cloud implementation models may include SaaS or PaaS.	Yes	O - Out of the Box	StrataJazz is a SaaS application.
CADSS-313	The Proposer's hosing services implementation of the cloud solution must meet the security requirements and other cloud-related policies relating to existing County standards.	Yes	O - Out of the Box	
CADSS-314	The CADSS hosting services cloud solution must meet the Direction for Electronic Data Residency for protected B information.	Yes	O - Out of the Box	
CADSS-315	The CADSS will be deployed on a Private cloud following the NIST definition of cloud computing and private deployment model where the cloud infrastructure is provisioned for exclusive use by County.	No	N - Req. not met	StrataJazz uses a single tenant database model and a multi-tenant web tier. There are some shared services within the architecture but all data is segregated from other clients.
CADSS-316	The Proposer shall own, manage and operate the cloud hosting platform and infrastructure or contract.	Yes	O - Out of the Box	

Req. #	Requirement	Meets requirement ? Yes/No	How the requirement will be met	Notes
CADSS-317	The CADSS shall provide hosting services where County's system and data will be operated on a single tenant cloud system.	No	N - Req. not met	StrataJazz uses a single tenant database model and a multi-tenant web tier. There are some shared services within the architecture but all data is segregated from other clients.
	Hosting Service Operations			
CADSS-318	The Proposer shall have a process in place for transitioning from development to production operations.	Yes	O - Out of the Box	This is defined in Strata's SDLC.
CADSS-319	The Proposer shall have well established maintenance and management procedures.	Yes	O - Out of the Box	
CADSS-320	The Proposer shall have a documented process for capacity planning and management.	Yes	O - Out of the Box	Strata has quarterly capacity planning meetings to review current capacity and future needs. Thresholds are based off manufacturer and industry best practices.
CADSS-321	The Proposer shall have a documented methodology for monitoring, measuring, and reporting the performance metrics and System accounting information.	Yes	O - Out of the Box	
CADSS-322	The Proposer shall have a documented procedure for management of 24x7x365 staff and operations.	Yes	O - Out of the Box	
CADSS-323	The Proposer shall monitor the computing Systems and communications circuits 24x7x365.	Yes	O - Out of the Box	
CADSS-324	The Proposer shall have a documented procedure for incident response and escalation.	Yes	O - Out of the Box	It is tested quarterly and when all staff responsible for incident response receive training as part of it.
CADSS-325	The Proposer shall have a documented procedure for managing, monitoring, and maintaining interfaces.	Yes	O - Out of the Box	
CADSS-326	The Proposer shall have a documented procedure for managing, monitoring, and maintaining the network up to the County's demarcation.	No	N - Req. not met	StrataJazz is a SaaS application that only requires an Internet connection. It can be accessed anywhere therefore Strata does not monitor end to end connectivity.
CADSS-327	The Proposer shall manage and clearly communicate roles and responsibilities for its staff and County staff.	Yes	O - Out of the Box	
CADSS-328	The Proposer shall provide continuous monitoring and management of the Hosting Environment to optimize support, performance, and System availability.	Yes	O - Out of the Box	
CADSS-329	The Proposer shall provide a means for the County to monitor System uptime and response time of the Hosted Services.	Yes	O - Out of the Box	
CADSS-330	The Proposer shall provide and maintain a method for escalation of issues, and log all incidents, problems and error corrections.	Yes	O - Out of the Box	
	Hosting Service Disaster Preparedness & Recovery			

Req. #	Requirement	Meets requirement ? Yes/No	How the requirement will be met	Notes
CADSS-331	The Proposer shall have a documented procedure for responding to unscheduled downtime.	Yes	O - Out of the Box	<p>Software releases are deployed during the standard maintenance window on Tuesday evenings between 8:00pm and 12:00am CT / 9:00pm and 1:00am ET. During the release, the system will be unavailable to end users. Strata Decision provides customers with release notes when new major releases of the software are deployed.</p> <p>Strata Decision proactively monitors its platform across its client base. Should a system outage occur, Strata Decision will inform a client within 30 minutes about the scope of the interruption and expected time of recovery. After that, Strata will send out a status update every 60 minutes should the outage continue. Once the issue is resolved we provide a root cause analysis of the problem.</p> <p>Performance issues can be identified via automated monitors or our support and overnight teams. Notification is performed via email message, depending on the requested form of communication.</p> <p>Unscheduled downtime will be communicated at least 24 hours before the downtime occurs if possible.</p>
CADSS-332	The CADSS shall meet a Recovery Time Objective (RTO) of 4 hours and Recovery Point Objective (RPO) of 24 hours.	No	N - Req. not met	Strata's Recovery Point Objective is 24 hours. The Recovery Time Objective is 3-5 days.
CADSS-333	The Proposer shall have documented strategy, architecture and procedures for Business Continuity that meet industry standards for RTO of 4 hours and RPO of 24 hours.	No	N - Req. not met	Strata's Recovery Point Objective is 24 hours. The Recovery Time Objective is 3-5 days.
CADSS-334	The Proposer shall have documented strategy, architecture and procedures for Disaster Recovery that meet industry standards for RTO of 4 hours and RPO of 24 hours.	No	N - Req. not met	Strata's Recovery Point Objective is 24 hours. The Recovery Time Objective is 3-5 days.

Req. #	Requirement	Meets requirement ? Yes/No	How the requirement will be met	Notes
CADSS-335	The Proposer shall have documented strategy, architecture and procedures for Backup/Restore that meet industry standards for RTO of 4 hours and RPO of 24 hours.	No	N - Req. not met	Strata's Recovery Point Objective is 24 hours. The Recovery Time Objective is 3-5 days.
CADSS-336	The Proposer shall have documented procedures for real-time client communication in the event of an unscheduled downtime.	Yes	O - Out of the Box	<p>Software releases are deployed during the standard maintenance window on Tuesday evenings between 8:00pm and 12:00am CT / 9:00pm and 1:00am ET. During the release, the system will be unavailable to end users. Strata Decision provides customers with release notes when new major releases of the software are deployed.</p> <p>Strata Decision proactively monitors its platform across its client base. Should a system outage occur, Strata Decision will inform a client within 30 minutes about the scope of the interruption and expected time of recovery. After that, Strata will send out a status update every 60 minutes should the outage continue. Once the issue is resolved we provide a root cause analysis of the problem.</p> <p>Performance issues can be identified via automated monitors or our support and overnight teams. Notification is performed via email message, depending on the requested form of communication.</p> <p>Unscheduled downtime will be communicated at least 24 hours before the downtime occurs if possible.</p>
CADSS-337	The CADSS shall have the ability to seamlessly failover to a secondary site in a different geographic location and/or disaster zone.	Yes	O - Out of the Box	Strata's Recovery Point Objective is 24 hours. The Recovery Time Objective is 3-5 days.
CADSS-338	The CADSS shall have the ability to report on uptime/downtime history.	Yes	O - Out of the Box	
	Hosting Service Security			

Req. #	Requirement	Meets requirement ? Yes/No	How the requirement will be met	Notes
CADSS-339	The Proposer shall provide physical and logical security for all service components (hardware and software) and data.	Yes	O - Out of the Box	
CADSS-340	The Proposer shall use industry standard encryption for all data at rest or in motion.	Yes	O - Out of the Box	Strata uses AES 256 as its encryption standard. This includes data at rest encryption using Microsoft Bit locker, database encryption using TDE, TLS for email encryption, and backup encryption via Veeam. Strata is not FIPS-140 compliant at this time. Strata encrypts all web traffic with TLS1.0 and better. There are legacy clients that require TLS1.0. All traffic between datacenters is encrypted via IPSEC.
CADSS-341	The Proposer shall provide intrusion detection and prevention, including network intrusion and virus detection Systems throughout Hosted Services network and computing infrastructure.	Yes	O - Out of the Box	
CADSS-342	The Proposer shall meet the requirements of the current Federal HHS HIPAA Security Rule.	Yes	O - Out of the Box	
CADSS-343	The Proposer shall meet the requirements of California State Administrative Manual Section 5300 http://sam.dgs.ca.gov/TOC/5300.aspx	Yes	O - Out of the Box	
Hosting Service Levels				
CADSS-344	The Proposer shall provide an approach for defining and calculating System availability.	Yes	O - Out of the Box	
CADSS-345	The Solution shall maintain 99.9% availability — including planned maintenance.	Yes	O - Out of the Box	
CADSS-346	The CADSS shall have a response time where the average transaction on the server needs to occur on average less than 1 second. The response time for the most common requests to reach a user shall not exceed 3 seconds.	No	N - Req. not met	We don't commit to system response time in our contracts as there are many factors which play into system performance including database size and client internet connectivity. Strata targets that 90% of initial application page loads, excluding reports and dashboards, are completed in 5 seconds or less.
CADSS-347	The CADSS shall track System uptime and transaction response times in order to demonstrate operation within acceptable levels.	Yes	O - Out of the Box	

Req. #	Requirement	Meets requirement ? Yes/No	How the requirement will be met	Notes
CADSS-348	The CADSS shall complete 100% of simple, single-screen online inquiry transactions in under one second, during peak usage.	No	N - Req. not met	We don't commit to system response time in our contracts as there are many factors which play into system performance including database size and client internet connectivity. Strata targets that 90% of initial application page loads, excluding reports and dashboards, are completed in 5 seconds or less.
CADSS-349	The CADSS shall complete an average of 99% of all online update transactions in under 5 seconds over any 60-minute period, during peak usage.	No	N - Req. not met	We don't commit to system response time in our contracts as there are many factors which play into system performance including database size and client internet connectivity. Strata targets that 90% of initial application page loads, excluding reports and dashboards, are completed in 5 seconds or less.
CADSS-350	The Proposer shall have a documented procedure for communicating regarding Service Level performance and monitoring activities.	Yes	O - Out of the Box	



**COST ACCOUNTING AND DECISION SUPPORT SYSTEM
AND RELATED SERVICES
REQUEST FOR PROPOSALS**

APPENDIX F.2 (TECHNICAL REQUIREMENTS DESCRIPTIVE RESPONSE)

#CADSS2019

1. CADS System Technical and Hosting Requirements

This document contains the qualitative requirements to complement the Technical and Hosting requirements for the CADS System. DHS is evaluating the Proposer's comprehensive description of methodologies to select an approach that best fits its requirements and environment.

Proposer shall provide written responses to all questions in this document in the designated section of the tables and – if necessary – in additional documents attached to their response. **While DHS is looking for complete and comprehensive responses to each requirement**, Proposer may address multiple individual requirements in a single response section of the tables. **It is the Proposer's responsibility to ensure that each response clearly** references those requirements addressed in a given response **and that each requirement is addressed either by a response or a reference to the section it is addressed**. The information provided in the response tables must be sufficient for the evaluation team to score the proposal. DHS reserves the right to make a selection on information provided in the response templates only **without considering attached documentation** (unless otherwise indicated).

1.1. General Technical Requirements

	General Technical
1.	Describe the overall technical architecture of your proposed solution, including environments available for development, testing and training.
<p>Proposer Insert Response Here</p> <p>Limit response to three pages</p> <p>StrataJazz is a .net application written in C#. The database back end is based on Microsoft SQL Server Enterprise Edition and the front end and application servers are Window 2012R2 or better. Each client is assigned their own unique database. The web front end is shared between clients. StrataJazz is hosted in two data centers. The primary data center location is Oak Brook, IL, the secondary data center is located in Denver, CO. Connectivity between data centers is ensured by a 10Gb line. Inbound/outbound from/to the public Internet is a five-vendor blended bandwidth of 100Mb. The platform is hosted on a combination of virtualized and physical servers.</p> <p>Strata has provided Strata Strata Exhibit 2: SE2 - Technical Overview to provide further detail on the Strata's architecture, security, and application management, data tools, and user access.</p> <p><i>Confidential Trade Secret and Proprietary Information of Strata Decision Technology, LLC</i></p>	

	General Technical
2.	Describe your approach to maintaining the solution over time, including any County responsibilities for configuration and system administration.
<p>Proposer Insert Response Here</p> <p><i>Limit response to three pages</i></p> <p>StrataJazz is a SaaS-based platform, which is maintained by Strata Decision Technology. Strata provides a monthly update that includes improvements, features, and defect fixes. The update is mandatory and always occurs during the same maintenance window either on the second or third Tuesday of the month (depending on the deployment wave a client is part of). The updates are performed by Strata and there is no client involvement necessary. StrataJazz supports in-app notifications for changes.</p> <p>For the application itself County will have a trained system administrator(s) that will be able to administer the system, add/remove users, change per permissions, change application settings, etc.</p> <p><i>Confidential Trade Secret and Proprietary Information of Strata Decision Technology, LLC</i></p>	

1.2. System Security Requirements

	System Security
1.	Describe your solution approach to security, including user access, authentication and the controls in place to protect sensitive data as well as maintain data integrity. Please also explain the way in which the County will be able to maintain security by role at the functional level on an ongoing basis.
<p>Proposer Insert Response Here</p> <p>Limit response to three pages</p> <p>StrataJazz supports several authentication methods that are configured on an organization level: SAML-based Single Sign-On, WS-Federation, Active-Directory/LDAP-based authentication, and local authentication.</p> <p>Strata uses AES 256 as its encryption standard. This includes data at rest encryption using Microsoft Bit locker, database encryption using TDE, TLS for email encryption, and backup encryption via Veeam. Strata is not FIPS-140 compliant at this time. Strata encrypts all web traffic with TLS1.0 and better. There are legacy clients that require TLS1.0, which will not be supported starting in 2020. Only TLS 1.2 and above will be supported going forward. All traffic between datacenters is encrypted via IPSEC.</p> <p>Within the StrataJazz® platform, users, groups, and roles are interdependent. Users are the people who log into the system. Groups are a way to grant permission to multiple users across the platform; these users inherit the permissions assigned to the group. Within individual modules, roles grant permission to solution-specific functionality. System security is based on users, objects, roles and permissions. The users are the people who have access to the StrataJazz platform; the objects are the items in the StrataJazz platform to which the users have access. Role assignments control security. For example, certain functions are restricted to administrators and the buttons that control these functions are the objects to which an administrator has access. Departments are the basic reporting unit in most modules; A manager can perform certain functions but only in those departments for which the manager has access.</p> <p><i>Confidential Trade Secret and Proprietary Information of Strata Decision Technology, LLC</i></p>	

1.3. System Interoperability Requirements

System Interoperability	
1.	Describe the technologies, protocols and audit mechanisms used for interfaces and data integration.
<p>Proposer Insert Response Here Limit response to three pages</p> <p>StrataJazz for the most part uses flat file extracts for data integration. Strata has a proprietary ETL tool to configure and execute data imports. In addition, StrataJazz uses private RESTful APIs for communication for other application components. Audit information is logged to a variety of different tables in the application.</p> <p><u>For the QUESTION #2 below, we are unable to input into the Response box. Here is Strata's response to that question:</u></p> <p>Business intelligence is embedded throughout the StrataJazz system to highlight trends, variances, anomalies, risks and opportunities. Through purpose-built dashboards and reports, data can be transformed and visualized to make data accessible and actionable to the right decision makers.</p> <p>StrataJazz includes best practice dashboards for the following types of users:</p> <ul style="list-style-type: none"> • Senior leadership • Department or Service-line leaders • Finance leaders • Operations leaders • Clinician leaders • System administrators <p><i>Confidential Trade Secret and Proprietary Information of Strata Decision Technology, LLC</i></p>	
2.	Describe how your system's data analytics platform allows different user profiles to analyze and view data to make informed business decisions.
<p>Proposer Insert Response Here Limit response to three pages</p>	

1.4. System Hosting Requirements

	System Hosting
1.	Describe the solution’s hosting environment and approach to meet the stated Service Level Requirements for availability and disaster recovery.
<p>Proposer Insert Response Here</p> <p>Limit response to five pages</p> <p>StrataJazz is hosted in 2 co-location facilities in the US. All infrastructure including but not limited to compute, storage, networking, and security is owned and managed by Strata. The primary data center replicates all data nightly to the secondary data center for disaster recovery. Disaster recovery is tested annually, and backups are tested regularly. StrataJazz has been designed to support high availability and fault tolerance to ensure we can meet our published SLAs.</p> <p><i>Confidential Trade Secret and Proprietary Information of Strata Decision Technology, LLC</i></p>	



**COST ACCOUNTING AND DECISION SUPPORT SYSTEM
AND RELATED SERVICES
REQUEST FOR PROPOSALS**

APPENDIX G (IMPLEMENTATION REQUIREMENTS)

#CADSS2019

1. CADS System Implementation Requirements

This document contains the implementation requirements for the CADS System. DHS is evaluating the Proposer's implementation methodologies to select an approach that best fits its requirements and environment.

Proposer shall provide written responses to all questions in this document in the designated section of the tables and – if necessary – in additional documents attached to their response. **While DHS is looking for complete and comprehensive responses to each requirement,** Proposer may address multiple individual requirements in a single response section of the tables. **It is the Proposer's responsibility to ensure that each response clearly** references those requirements addressed in a given response **and that each requirement is addressed either by a response or a reference to the section it is addressed.** The information provided in the response tables must be sufficient for the evaluation team to score the proposal. DHS reserves the right to make a selection on information provided in the response templates only **without considering attached documentation** (unless otherwise indicated).

1.1. Project Implementation Approach

	Project Implementation Approach
1.	<p><u>Project Implementation Approach</u></p> <p>The Proposer shall provide an overall project implementation approach.</p> <p>Describe the overall project implementation approach for the CADS System. Specifically, address the following:</p> <ol style="list-style-type: none"> a. What are the principal project phases? b. How does the proposed approach ensure that the system is configured to DHS’s specific needs? c. What techniques and tools are used to track and communicate project and defect status?

Proposer Insert Response Here

Limit response to five pages

a. Strata follows an AGILE implementation process, with standard work plans for projects. Each project is organized into the following phases:

- Planning
- Requirements/Design
- System Configuration
- Client Testing
- Training and Maintenance
- Go-Live
- Support

b. Strata Decision Technology's consultative approach is focused on one thing: helping healthcare organizations get maximum benefit from our solutions to solve their business challenges. Our measures of success are as varied as our clients, as they are focused on their specific needs.

What does this mean for our clients?

- The Strata team works with our clients prior to project kick-off to identify the problems they need to solve, their specific goals for the organization and use of StrataJazz, and how they define success.
- Throughout the implementation, the Strata team continuously collaborates with our clients to ensure we are working towards the goals and metrics we set out to achieve.
- Strata's definition of a successful implementation process is to deliver a "no surprises" implementation. Timely and open communication, early identification and collaboration to resolve issues, thoughtful planning for training and adoption, and active executive sponsorship are all core aspects of our approach to achieve this goal.
- After implementation, Strata maintains a strong collaborative partnership with our clients to ensure Strata is continuing to meet to our clients' goals and to help adapt to new goals set by your organization.

Strata Decision Technology's team of consultants is able to draw on their extensive experience working with over 1,100 healthcare organizations to provide the know-how to support Strata's market leading technology. Our team has backgrounds in accounting, finance, information technology, and engineering, along with extensive healthcare experience. The Strata Decision Consulting staff is focused on making the implementation and adoption of the StrataJazz platform a success. Our clients universally praise our responsiveness, ability to provide accurate, timely answers, and knowledge and understanding of how to make our software work effectively in their organizations.

c. The Strata Decision project manager will provide weekly project status updates in the Strata Decision standard project reporting format as a starting point. This format includes overall project status, goals and accomplishments, progress towards milestones, project

	Project Implementation Approach
	<p>budget, risks and issues. The Strata Decision project manager will work with your team in the planning phase of the project to finalize an agreed upon format for weekly status reporting. Additionally, regular calls will be scheduled according to your organization's needs, including but not limited to Project Steering Committee/Governance meetings/calls, Executive Sponsor meetings/calls, Project Management status meetings/calls and individual solution team meetings/calls. Your Strata project manager will work with your team to design the appropriate types of calls and cadence for each to suit your needs.</p>

1.2. Project Initiation and Mobilization

	Project Initiation
1.	<p><u>Project Initiation:</u> The Proposer shall conduct initiation activities with DHS.</p> <p>Describe your approach to introducing the CADS System, time lines and nature of the work effort required to launch the CADS System project with various stakeholder groups (DHS leadership, project team, Subject Matter Experts), including the following:</p> <ul style="list-style-type: none"> a. Executive Kickoff(s) b. Joint DHS and Proposer Project Team Kickoff(s) to include appropriate stakeholders <p>Describe how you include or address the following when conducting the initiation session:</p> <ul style="list-style-type: none"> a. Providing the DHS Workgroup with an overview of the collaboration platform and tools, including system design activities and data collection processes

Project Initiation	
<p>Proposer Insert Response Here Limit response to three pages</p> <p>A Strata Decision Project Manager is assigned at the onset of the project and will remain consistent throughout the project. Our project manager will work closely with the client's Project Leader to apply standard project management methodologies to team meetings, updates, planning, and the implementation.</p> <p>During the implementation the Strata Project Team will include the following roles:</p> <ul style="list-style-type: none"> • Executive Sponsor - Ensures alignment between client organizational priorities and StrataJazz® functions and service. Serves as a point of escalation for changes to timelines, scope or budget. Strata and Client Executive sponsors will participate in a joint kickoff call and will meet regularly at an agreed upon cadence throughout the implementation. • Project Manager – Oversees and coordinates the implementation of StrataJazz®, manages the scope, timeline, budget, change requests, and escalations. Single point of contact for the client. Strata and Client Project Managers will participate in a joint kickoff call and will meet regularly at an agreed upon cadence throughout the implementation. • Solution Implementation Manager -Leads the implementation of the module, primary contact for the client system owner and subject matter experts. Responsible for the requirements gathering, configuration build, testing, training and roll-out. Each Solution Manager from Strata will host an introductory/kickoff phone call after contract signature to introduce key project team members and will also participate in one on-site project launch meeting involving both Strata and Client teams. Ongoing, solution teams will meet regularly at an agreed upon cadence. The Strata teams will work closely with your team in advance of scheduling all solution-centered calls to ensure the correct client stakeholders are in attendance. • Solution Consultant(s)/Analyst(s) - Configures and validates each module. Assists in training. Solution consultants from Strata will conduct the bulk of the configuration of the system, and analysts from the Client team will conduct validation and planning on behalf of or in conjunction with Client implementation managers and executive sponsors. <p>Strata will conduct a series of introductory phone calls to review each module purchased and provide introduction to key staff/resources from the Strata team. Additionally, within 45-60 days of contract signature, Strata will conduct an on-site project launch meeting with the purpose of completing live demonstrations and discussions of each major solution purchased and delivering system design requirements and decisions.</p>	

1.3. System Design Document for CADS System

1.	<p><u>Develop System Design Document for CADS System</u></p> <p>The Proposer shall develop a System Design Document (SDD) for the CADS System, with specifications relevant to DHS environment and requirements.</p> <p>Describe the proposed approach to:</p> <ol style="list-style-type: none"> a. Developing the CADS System SDD that describes the implementation details b. Validating that the design has been correctly reflected in the specification c. Validating the final specification with DHS stakeholders d. Tools and techniques for documenting the CADS System Specifications e. Tracking and reporting status to the project team
<p><i>Proposer Insert Response Here</i></p> <p><i>Limit response to three pages</i></p> <p>Based on the identified scope of work the Strata Decision project manager will work to develop a detailed level project plan. The Strata Decision project manager will be responsible for regular updates to that project plan on a weekly basis in accordance with Strata internal process. The updated project plan will be shared with your team on the defined cadence (weekly, bimonthly, monthly, etc.). Prior to implementation of any modules, the Strata project team will review and document project technical details and design requirements.</p> <p>Strata uses a series of process controls throughout the implementation process. Before Strata Decision signs off on any implementation work, a prescribed set of verification/testing/validation procedures must be followed to ensure that all system work has been thoroughly tested and validated. Similar verification/testing/validation procedures and checklists are provided to the client as well to help formally test and validate the StrataJazz system prior to system go live. In congruence with these procedures and checklists, the client will be trained on and provided with best practice reports, dashboards, and other system tools to allow for thorough testing and validation of the StrataJazz system.</p>	

1.4. CADS System Configuration

	CADS System Configuration
1.	<p><u>Configure CADS System</u></p> <p>The Proposer shall configure the CADS System.</p> <p>Describe the proposed approach to:</p> <ul style="list-style-type: none"> a. Implementing CADS System specifications according to the CADS System SDD b. Tools and techniques for configuring to the CADS System Specifications according to the CADS System SDD c. Tracking and reporting status to the project team.

CADS System Configuration	
<p>Proposer Insert Response Here Limit response to three pages</p> <p>Strata Decision Technology's team of consultants is able to draw on their extensive experience working with over 215 clients representing over 1,100 hospitals to provide the know-how to support Strata Decision's market leading technology. These consultants provide a seamless implementation process while at the same time developing and using industry best practices. Additionally, all our consulting services are focused on the implementation and use of our software.</p> <p>Strata Decision Technology's consultative approach is focused on helping healthcare organizations get maximum benefit from our solutions. Our consultants have backgrounds in accounting, finance, information technology, and engineering, along with extensive industry experience having successfully installed and implemented our software at thousands of hospitals across the country. Our clients universally praise our responsiveness, ability to provide accurate, timely answers, and knowledge and understanding of how to make our software work effectively in their organizations.</p> <p>A Strata Decision Project Manager is assigned at the onset of the project and will remain consistent throughout the project. Our project manager will work closely with the client's Project Leader to apply standard project management methodologies to team meetings, updates, planning, and the implementation.</p> <p>During the implementation the Strata Project Team will include the following roles and responsibilities:</p> <ul style="list-style-type: none"> • Executive Sponsor - Ensures alignment between client organizational priorities and StrataJazz® functions and services. Serves as a point of escalation for changes to timelines, scope or budget. • Project Manager – Oversees and coordinates the implementation of StrataJazz®, manages the scope, timeline, budget, change requests, and escalations. Single point of contact for the client. • Solution Implementation Manager -Leads the implementation of the module, primary contact for the client system owner and subject matter experts. Responsible for the requirements gathering, configuration build, testing, training and roll-out. • Solution Consultant(s) - Configures and validates each module. Assists in training. 	

1.5. CADS System Testing

	CADSS Testing
1.	<p><u>CADS System Testing Methodology:</u> The Proposer shall provide a CADS System testing methodology.</p> <p>Describe the proposed approach to CADS System testing, including:</p> <ol style="list-style-type: none"> a. Overall testing strategy b. Validating that the CADS System: <ol style="list-style-type: none"> i. Functions correctly as specified in the CADS System Specification ii. Meets DHS requirements. c. Describing the proposed testing stages (system, unit, integration testing, user acceptance testing, etc.) d. Performance and load testing e. Tools, resources, and facilities required to support testing f. Developing supporting materials, including scripts, test data, and scenarios g. Tracking and reporting overall testing status and progress h. Tracking and managing defects i. Proposer, third-party vendor, and DHS roles and responsibilities for all testing activities.

	CADSS Testing
	<p>Proposer Insert Response Here Limit response to three pages</p> <p>Strata Decision uses a series of process controls throughout the implementation process. Before Strata Decision signs off on any implementation work, a prescribed set of verification/testing/validation procedures must be followed to ensure that all system work has been thoroughly tested and validated. Similar verification/testing/validation procedures and checklists are provided to the client as well to help formally test and validate the StrataJazz system prior to system go live. In congruence with these procedures and checklists, the client will be trained on and provided with best practice reports, dashboards, and other system tools to allow for thorough testing and validation of the StrataJazz system.</p> <p>Performance and Load Testing: Strata Decision constantly monitors performance across all clients. We have performance monitors and notification services in place for key processing steps and application areas. Performance data is measured against our internal performance standards and deviations are proactively addressed. We also have an overnight team that monitors performance of nightly processing via a performance dashboard. Some of the performance metrics can be accessed by a client within the StrataJazz application. Examples of general metrics are back-end processing, database query performance, and end-to-end page load times.</p> <p>Tools, Resources, and Facilities: The Strata implementation team will provide all tools and resources necessary to complete system testing and validation. There are no facility requirements as this is done remotely.</p> <p>Supporting Materials: The Strata implementation team will provide all test materials including test scripts and scenarios necessary to complete system testing and validation.</p> <p>Tracking and reporting testing status and defects: During the testing phase of the implementation, Strata will continue to hold weekly project status meetings and will update LA County project team on status and progress towards system validation. Any defects that arise through testing will be documented and communicated to the LA County project team, as is standard with all phases of our implementation project management processes.</p> <p>Roles and responsibilities: The Strata implementation team and the LA County project team hold the responsibility for all testing responsibilities. We do not work with any third-party vendors for purposes of system validation.</p>

1.6. Interfaces

In general, the Proposer is asked to support all aspects of the planning and design of interfaces. The Proposer will also be responsible for all interface segments between the CADS System and the DHS interface engine. In the event that interfaces to/from the CADS System have a DHS endpoint other than DHS interface engines (OpenLink and Oracle SOA), responsibility would be mutual. DHS will be responsible for managing the DHS interface engine. DHS will also broker third-party vendor relationships as required.

	Interfaces
1.	<p><u>Develop and Document Interface Specifications:</u> The Proposer shall develop a CADS System interface specifications document that describes each CADS System interface.</p> <p>Describe the proposed approach to:</p> <ol style="list-style-type: none"> a. Developing and documenting the interface specifications, including: <ol style="list-style-type: none"> i. Messaging standards ii. Message types iii. Message content b. Documenting design, configuration and customization decisions c. Validating the specifications with DHS clinical and technical stakeholders d. Tracking and reporting to the project team
	<p><i>Proposer Insert Response Here</i> Limit response to three pages</p> <p>Strata utilizes flat file integration through sFTP and we manage our internal data ingestion tool. Strata does not support messaging interfaces. Within StrataJazz's Data Center tool, the Data Dictionary can be used as reference for client interface mappings. Data specification can be reviewed in the StrataJazz Data Integration Specifications document. All design, configuration and customization decisions will be documented during the implementation using standard requirement documentation. All data specifications and design decisions will be validated with DHS clinical and technical stakeholders and will be documented during the implementation using standard project management processes. Weekly project management and implementation meetings will be scheduled with the purpose of tracking and reporting project statuses to the LA County project team.</p> <p>Please refer to Strata Exhibit 3: SE3 - StrataJazz Data Interface Specifications Summary, for a summary of the datasets that Strata will work with your project team to implement. Strata welcomes a deeper discussion with your IT team on the specifics of our data integration process, deliverables, teams, and tools.</p>

	Interfaces
2.	<p><u>Develop and Document an Interfaces Implementation Plan:</u> The Proposer shall develop and document an Interface Implementation Plan.</p> <p>Describe the proposed approach to:</p> <ol style="list-style-type: none"> Managing the interface development process including defect resolution Coordinating DHS, and third party, analysts and stakeholders Working, as necessary, with the DHS OpenLink and Oracle SOA interface engines Tracking and reporting status to the project team
	<p><i>Proposer Insert Response Here</i> Limit response to three pages</p> <p>Data from source systems (e.g. general ledger, payroll, billing, etc.) are uploaded to StrataJazz via automated and scheduled flat-file integration. The Strata team will create interfaces for the specific source system via the StrataJazz Data Integration tool. This tool accepts many flat file formats and allows for the normalization of raw source data through an array of data transformations. These source system flat files will be scheduled and automated during the StrataJazz implementation to remove manual steps and work for the client IT teams post go live.</p> <p>During the data integration phase, all issues with interface development will be handled by the Strata project team and client IT teams. As our team has worked with a large majority of the source systems that data will be extracted from several "extract starter kits" are available for source systems such as Epic, Cerner, Lawson, Meditech, Oracle etc. These kits will allow client IT teams to have a starting point for the extracts needed for the implementation. All project tracking and status updates to the LA County project team will be managed through weekly status meetings and other project management standards.</p>

	Interfaces
3.	<p><u>Develop and Test Interfaces:</u> The Proposer shall develop and test all CADS System Interfaces.</p> <p>Describe the proposed approach to developing and testing the CADS System Interfaces</p>
<p><i>Proposer Insert Response Here</i> <small>Limit response to three pages</small> Data from source systems (e.g. general ledger, payroll, billing, etc.) are uploaded to StrataJazz via flat-file integration. The Strata team will create interfaces for the specific source system via the StrataJazz Data Integration tool. This tool accepts many flat file formats and allows for the normalization of raw source data through an array of data transformations. All source system interfaces go through extensive testing and validation both on the Strata side and the client side before project completion. Once validated these source system flat files will be scheduled and automated during the StrataJazz implementation to remove manual steps and work for the client IT teams post go live.</p>	

1.7. Reporting

	Reporting
1.	<p><u>Document Reporting Requirements and Develop Reports:</u></p> <p>The Proposer shall document the CADS System report requirements and develop reports.</p> <p>Describe the proposed approach to:</p> <ol style="list-style-type: none"> a. Developing and validating report requirements for, at a minimum, the following reports: <ol style="list-style-type: none"> i. Top Ten Medicare Severity – Diagnosis Related Groups (MS-DRG) ii. Average Department of Health Services Cost per “Ancillary” iii. Department of Health Services Average Cost – Primary Care vs. Specialty Care by Facility iv. Department of Health Services Average Cost – Day, Visit and Equivalent Patient Day (EPD) v. Dead End Exception Report vi. Statistics Exception Report <ol style="list-style-type: none"> a. Statistics and no corresponding cost b. Cost and no corresponding statistics <p>(samples attached for reference)</p> <ol style="list-style-type: none"> b. Managing the report development process including defect resolution c. Validating that the future state reports meet DHS requirements d. Sign-off for the completed CADS System Reports e. Tracking and reporting build status to the project team <p>Proposer shall describe its approach to providing both the reports listed above as well as its additional reporting capabilities.</p>

	Reporting
<p>Proposer Insert Response Here Limit response to five pages</p> <p>All report requirements that are not met by our best practice reporting package will be documented as part of the implementation project. The Strata consulting team will work to understand and document all reporting requirements. The Strata team will then configure any custom reporting needs, and will work with LA County project team to validate report requirements have been met. Strata will also train the LA County project team on how to build and distribute the following reports. They can be configured once for regular use and rolled out securely to the appropriate end user bases via multiple distribution methods – email snapshot, mobile app, reporting access and dashboard access.</p> <ul style="list-style-type: none"> i. Top Ten Medicare Severity – Diagnosis Related Groups (MS-DRG) - Will be configured as part of implementation requirements ii. Average Department of Health Services Cost per “Ancillary” - Will be configured as part of implementation requirements iii. Department of Health Services Average Cost – Primary Care vs. Specialty Care by Facility - Will be configured as part of implementation requirements iv. Department of Health Services Average Cost – Day, Visit and Equivalent Patient Day (EPD) - Will be configured as part of implementation requirements v. Dead End Exception Report - Best Practice cost audit report vi. Statistics Exception Report - Best Practice cost audit report vi.a Statistics and no corresponding cost - Best Practice cost audit report vi.b Cost and no corresponding statistics - Best Practice cost audit report <p>Out of the box, Strata provides our best practice dashboards and reports for you to use. Any additional reporting requirements will be documented as part of the design requirements gathering phase of the implementation. All report configuration and validation will be the responsibility of the implementation project teams. The LA County project team will be updated on report build status and during weekly project status meetings.</p> <p>Reports can easily be distributed, batched and scheduled for execution. Our templates, and Ad-hoc report writer are supported by Finance and easily configurable with little or no support required from your IT staff. Strata’s dashboards can be configured to support all types of users from senior leadership, department and clinical managers, finance, operations and system administrators.</p>	

1.8. System Support Training

	System Support Training
1.	<p><u>System Support Training:</u> The Proposer shall provide system support training to DHS staff for all of their CADS System support roles and responsibilities.</p> <p>Describe the proposed approach to:</p> <ul style="list-style-type: none"> a. Overall System Support Training strategy b. Specific methodology to facilitate the required System Support Training

Proposer Insert Response Here

Limit response to three pages

Knowledge and Knowledge Transfer is a critical component of our implementation and go-live. Strata employs a variety of training methods to accommodate the needs of large, geographically dispersed organizations. Below you will find a description of the training that your organization will participate in, as well as additional training material and networking offerings. Training is a combination of on-site, off-site and web-based interactions.

Pre-Implementation Training: Enable team members who will be defining requirements for the system to have a clear understanding of how the tools work and the implications of their design decisions. Prior to beginning implementation, Strata requires system administrators, system owners, and other key stakeholders who will be involved in the design and requirements development for the module to 1) complete the relevant e-learning modules 2) access the training sandbox and 3) complete the assigned training exercises.

Mid-Implementation Administrator Training: Enable system administrators and system owners to navigate the system, to validate data accuracy and to conduct user-acceptance training. During both the Data Integration phase and the Cost Accounting implementation phase, Strata subject matter experts will train system administrators and system owners on how to use the system to test data accuracy and configurations. This training is typically done on location in the client's facilities. If users from different regions will be trained concurrently, training may be conducted at the Strata Training & Development Center, located in downtown Chicago.

Post-Implementation Administrator Training & Certification: Teach system administrators how to maintain the applications and data elements on an on-going basis and how to support end user's requests for data, analysis, and dashboards. Strata subject matter experts will train system administrators on how to update cost model configurations, how to manage users, how to create and run advanced reports, and how to troubleshoot and resolve minor issues. This training is typically done in a combination approach, both on-site at the client's facilities and centrally at Strata's Chicago Training & Development Center. Upon completion of implementation, the client is required to have at least 1 certified administrator. Certification requires passing a competency test.

Advanced User Training & Certification: Enable selected users to use advanced functionality, such as creating dashboards, modeling patient populations, analyzing service line profitability and quality, model what-if scenarios, etc. This training may be done regionally or centrally at Strata's Chicago Training & Development Center.

End User Training: Enable department and entity managers, directors and senior leaders to confidently access Decision Support modules, run and drill into basic reports, and manage RVUs. Strata employs three types of training for end users which can be done independently or together based on the needs of your organization. Strata has simulation-based eLearning

	System Support Training
	<p>in 3-5 minute task-based segments, which quickly builds end-user's confidence with the system and provides 24/7 access to up-to-date materials. eLearning is recommended because users will stay current with new and/or refined functionality in the system. Strata will also conduct train-the-trainer training with your system administrators to enable them to hold end-user training sessions and working sessions. Finally, the Strata team can provide training to end users.</p> <p>In addition to the training methods outlined above, users have access to have a variety of content to provide them with training on key concepts, system functionality, and how to perform tasks in the system.</p> <p>eLearning: Online, function specific training for end users. eLearning is accessed through StrataJazz. It contains up to date simulations of StrataJazz and provides end users with a hands-on training experience. Additional how-to guides and quick reference guides are included with the eLearning subscription fees.</p> <p>In-line help: StrataJazz contains a robust, searchable Help Center library that is accessible through StrataJazz. Containing thousands of articles describing system functionality, how-to guides, and user guides, users can easily find succinct content to answer their questions.</p> <p>"Train the Trainer" Training: Strata will provide materials and training to designated system administrators and power users who can use the material to train others</p> <p>Webinars: Upon each new software release, Strata holds webinars for end users and administrative users to highlight new features and changing to existing functionality. There is a focus on teach users how to maximize the impact of the new features through user training.</p> <p>Virtual User Groups: Strata hosts quarterly Virtual User Groups (VUGs) in which clients with similar interests join an interactive web cast to share best practices, get questions answered by our experts, and to provide ideas for future development. Recent VUGs include how to use Decision Support to report on the Cost of Hospital Acquired Conditions, how to create meaningful dashboards for Service Line Leaders, and how efficiently maintain RVUs.</p>

1.9. User Training

User Training	
1.	<p><u>User Training Methodology:</u> The Proposer shall provide an approach and methodology for training.</p> <p>Describe your recommended DHS-specific approach and methodology for training end users. In addition, address the following separately identified sub-questions.</p> <ol style="list-style-type: none"> Describe the methods, tools, and types of training (e.g., classroom, Computer Based Training (CBT)/e-learning, long-distance learning, etc.) Describe how the training approach and methodology covers the full spectrum of comprehensive, innovative, and cost-effective training Describe the proposed DHS involvement (e.g., subject matter experts, end users, etc.)
<p><i>Proposer Insert Response Here</i> Limit response to three pages</p> <ol style="list-style-type: none"> See answer to 1.8.1 regarding methodology and approach. See answer to 1.8.1 regarding methodology and approach. DHS involvement would depend on the type of training approach selected. <ul style="list-style-type: none"> Train-the-Trainer: This approach involves Strata staff training DHS staff on how to deliver classroom training. This is the most time-intensive resource allocation from DHS, as DHS trainers would conduct all end-user classroom training once Strata delivers the initial Train-the-Trainer Sessions Training As A Service: Strata consultants are available to conduct end user training on-site at DHS. These services incur an additional fee and would require the least amount of time investment from DHS resources. 	

1.10. Deployment Planning and Execution

	Deployment Preparation and Execution
1.	<p><u>Develop and Maintain a Deployment Plan:</u> The Proposer shall provide and maintain a Deployment Plan and conduct CADS System Deployment.</p> <p>Describe your approach to developing and maintaining a Deployment Plan for the required Deployment Go-Live events to complete the implementation of the Proposed CADS System Licensed Software at DHS sites, including:</p> <ol style="list-style-type: none"> Key Milestones and high-level timeline Training activities Deployment Preparation and Deployment Planning Deployment activities at day of Deployment Post-Deployment Stabilization Support Transitioning to Production Support Services System Acceptance
<p><i>Proposer Insert Response Here</i> Limit response to three pages</p> <p>Throughout the course of your sales process and early implementation, Strata Decision Technology will work with you to develop a deployment plan that meets your specific date targets and technological requirements. Attached as Strata Exhibit 4: SE4 - LA County_Proposed Workplan and Resources is a sample deployment plan, based upon prior client experiences and best practices. Your Strata team will work alongside your team to alter and modify this plan to meet your needs in terms of time, budget, technology requirements, training, etc.</p>	

1.11. Transition to Production Support

Transition to Production Support	
1.	<p><u>Plan to Transition to Production Support:</u> The Proposer shall provide a plan to transition to production support.</p> <p>Describe the proposed approach to:</p> <ol style="list-style-type: none"> Determining that stabilization has been achieved and exit criteria have been met Knowledge transfer from the project team to the Production Services Support Team Transition of responsibility from the project team to the Production Services Support Team
<p><i>Proposer Insert Response Here</i> Limit response to three pages</p> <p>Strata has a defined Transition to Support Process, designed to guarantee a seamless transition from active implementation support to ongoing technical support.</p> <ol style="list-style-type: none"> The transition process begins when the Strata consultant team executes a multi-step checklist designed specifically for each solution to ensure that all standard configuration is complete, automated data feeds are functioning appropriately, and that all active implementation issues are resolved (among other criteria). Once the checklist is complete, Strata consultant resources will complete knowledge transfer to the Strata Technical Consulting team. After that knowledge transfer has taken place, your team will be involved in an official "Transition to Support" milestone, which consists of a phone call for first transitions, and an email for teams that have been briefed on the support process. From the "Transition to Support" milestone forward, the Technical Consulting team at Strata assumes the responsibility of break/fix and issue resolution for the duration of your contract. 	



**COST ACCOUNTING AND DECISION SUPPORT SYSTEM
AND RELATED SERVICES
REQUEST FOR PROPOSALS**

APPENDIX H (VENDOR EXPERIENCE AND CAPABILITY TO DELIVER)

#CADSS2019

1. CADS System Vendor Experience and Capability to Deliver Requirements

This document contains the vendor experience and capability to deliver requirements for the CADS System. DHS is evaluating the Proposer's experience and capability to deliver to select an approach that best fits its requirements and environment.

Proposer shall provide written responses to all questions in this document in the designated section of the tables and – if necessary – in additional documents attached to their response. **While DHS is looking for complete and comprehensive responses to each requirement**, Proposer may address multiple individual requirements in a single response section of the tables. **It is the Proposer's responsibility to ensure that each response clearly** references those requirements addressed in a given response **and that each requirement is addressed either by a response or a reference to the section it is addressed**. The information provided in the response tables must be sufficient for the evaluation team to score the proposal. DHS reserves the right to make a selection on information provided in the response templates only **without considering attached documentation** (unless otherwise indicated).

1.1. Project Management

The Proposer shall provide their project management methodology and tools/systems used to manage the implementation of the CADS system. The Proposer shall describe how any internal work management methodologies (e.g., agile), information and systems are tracked and how it is to be organized and presented to the County.

	Project Management
1.	<p><u>Methodologies and Tools:</u> The Proposer shall provide Project Management methodologies and tools.</p> <p>Describe how the proposed methodologies and tools address:</p> <ul style="list-style-type: none"> a. Task assignment and tracking b. Defect and issue tracking, monitoring and reporting c. Risk assessing, tracking, monitoring and reporting d. Daily/weekly/monthly project reporting mechanisms to the: <ul style="list-style-type: none"> i. Core team ii. Extended team iii. Executive Leadership e. Status meetings and status reporting f. Project logistics management g. Change management h. Scope management i. Schedule management j. Resource management k. Communication management l. Project collaboration and documentation repository management

	Project Management
	<p>Proposer Insert Response Here</p> <p>Limit response to three pages</p> <p>a). Strata Project Managers use detailed work plans to track tasks and work completion throughout the duration of your project. Once your project is underway, your team is able to see the workplan details live using our client-facing Salesforce login page, and status reports will be provided to show you the progress that has been made to-date. See sample status report attached for an overview of the format.</p> <p>b). Defect and issue tracking will be tracked via status reports as well as through open item lists which are maintained by each solution team. Reference Strata Exhibit 5: SE5 - Weekly Project Status Report Template.</p> <p>c). Risk assessment, tracking, monitoring and reporting is reported using the status report.</p> <p>d). In addition to the weekly status report, the Strata team will work with your team to determine additional needed reporting, such as Steering Committee reports, PowerPoint slides, or other communication formats needed for your stakeholder groups.</p> <p>e). Reference Strata Exhibit 5: SE5 - Weekly Project Status Report Template.</p> <p>f). Project logistics will be reported via weekly status reports and discussed on weekly project management and solution team calls.</p> <p>g). Change requests will be formally documented and submitted to your team for approval using our standard Engagement Letter (reference Strata Exhibit 6: SE6 - Engagement Letter Template).</p> <p>h). All scope will be documented via the contract and Statement of Work. Any scope changes that need to occur will follow the change request process and be added to official project documentation via an Engagement letter.</p> <p>j & k). Weekly status reports and weekly calls will be used for schedule and resource management. If needed, resource issues will be discussed via Executive Check-ins, scheduled on a cadence that works with your executive team's schedules.</p> <p>i). Strata will provide all documents needed for the project directly to project resources and may leverage Strata's SharePoint site for sharing documentations during implementation. Any documentation you wish to maintain access to may be loaded onto your internal collaboration sites.</p>

1.2. Project Plan

The Proposer shall provide a project management plan (Project Plan) that supports the necessary work to successfully implement the CADS System. The Project Plan shall provide a timeline for implementation according to the methodology provided in section 1.1 (Project Management) with resources loaded based on the responses to the following sections 1.3 (Resource and Staffing) and 1.4 (DHS Staffing Levels and Roles). The Project Plan will be a County-facing document for the duration of the implementation.

Project Plan	
1.	<p><u>Project Plan:</u> The Proposer shall develop and maintain a detailed Project Plan.</p> <p>Describe the proposed approach to developing and maintaining a realistic Project Plan that includes:</p> <ul style="list-style-type: none"> a. Project timeline b. Detailed project tasks with assigned resources and hours c. Key dependencies d. Deliverables and milestones e. Total hours by phase and total hours remaining f. Critical path
<p><i>Proposer Insert Response Here</i> Limit response to three pages</p> <p>A Strata Decision Project Manager is assigned at the onset of the project and will remain consistent throughout the project. Our project manager will work closely with the client's Project Leader to apply standard project management methodologies to team meetings, updates, planning, and the implementation.</p> <p>During the implementation the Strata Project Team will include the following roles:</p> <ul style="list-style-type: none"> • Executive Sponsor - Ensures alignment between client organizational priorities and StrataJazz® functions and service, Serves as a point of escalation for changes to timelines, scope or budget. • Project Manager – Oversees and coordinates the implementation of StrataJazz®, manages the scope, timeline, budget, change requests, and escalations. Single point of contact for the client. • Solution Implementation Manager -Leads the implementation of the module, primary contact for the client system owner and subject matter experts. Responsible for the requirements gathering, configuration build, testing, training and roll-out. • Solution Consultant(s) - Configures and validates each module. Assists in training. 	

1.3. Resourcing and Staffing

The Proposer shall document a resourcing and staffing plan for the duration of the implementation. The plan shall be supported by, and consistent with, the Proposer's Fixed Fee Price as set forth in Appendix M.RF (Pricing Response Form).

Resources and Staffing	
1.	<p>Detailed Staffing Plan: The Proposer shall provide a detailed staffing plan.</p> <p>The detailed staffing plan should include a proposed Project organizational chart that will ensure full compliance with the resultant Agreement's requirements and the Proposer's stated methodology for providing Services as stated in the RFP. The Proposer shall provide a dedicated project manager and project team with specialized roles and responsibilities identified.</p>
<p>Proposer Insert Response Here Limit response to three pages</p> <p>Please see Strata Exhibit 7: SE7 - LA County_Roles and Responsibilities to obtain the staffing plan.</p>	

1.4. DHS Staffing Level and Roles

The Proposer shall describe any roles DHS executives and employees are expected to fill. The Proposer shall provide their response to this DHS Staffing Levels and Roles in the space provided below or as an attachment to this document.

DHS Staffing Levels and Roles	
1.	<p>DHS Staffing Level and Roles: The Proposer shall provide a DHS staffing plan that indicates the roles and responsibilities the Proposer is expecting DHS to fill.</p> <p>DHS's current assumption is that the following resources will be made available for the CADS System project:</p> <ul style="list-style-type: none"> • Enterprise Project Management Office (EPMO) • DHS Project Executive Sponsor • DHS Project Manager • DHS Finance • Facilities
<p>Proposer Insert Response Here Limit response to three pages</p> <p>Please see Strata Exhibit 7: SE7 - LA County_Roles and Responsibilities to obtain the staffing plan.</p>	



**COST ACCOUNTING AND DECISION SUPPORT SYSTEM
AND RELATED SERVICES
REQUEST FOR PROPOSALS**

EXHIBIT A.1.RF (COST ACCOUNTING AND DECISION SUPPORT SYSTEM SOW RESPONSE FORM)

#CADSS2019

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
SECTION 1. (INTRODUCTION)			
Paragraph 1	<p>This Exhibit A.1 (Cost Accounting and Decision Support System Statement of Work) (sometimes referred to in this Exhibit as “this SOW”) is an attachment and addition to the Cost Accounting and Decision Support System and Services Agreement dated [REDACTED], 20 [REDACTED] (the “Agreement”) entered into by and between the County of Los Angeles (“County”) and [REDACTED] (“Contractor”), and is incorporated in the Agreement by reference hereof. In the event of conflicting terms between the Agreement and this SOW, the terms of the Agreement shall prevail and nothing in this SOW shall modify or amend any provisions of the Agreement (including all components such as Statements of Work, Service Level Agreements, Exhibits, etc.) unless such modifications or amendments and the provisions of the Agreement which they modify or amend are specifically identified in this SOW and are Approved. This SOW includes any attachments hereto. Any capitalized terms not defined in this SOW shall have the meaning as used in the Agreement.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>This Exhibit A.1 (Cost Accounting and Decision Support System Statement of Work) (sometimes referred to in this Exhibit as “this SOW”) is an attachment and addition to the Cost Accounting and Decision Support System and Services Agreement dated [REDACTED], 20 [REDACTED] (the “Agreement”) entered into by and between the County of Los Angeles (“County”) and [REDACTED] (“Contractor”), and is incorporated in the Agreement by reference hereof. In the event of conflicting terms between the Agreement and this SOW, the terms of the Agreement shall prevail and nothing in this SOW shall modify or amend any provisions of the Agreement (including all components such as Statements of Work, Service Level Agreements, Exhibits, etc.) unless such modifications or amendments and the provisions of the Agreement which they modify or amend are specifically identified in this SOW and are Approved. This SOW includes any attachments hereto. Any capitalized terms not defined in this SOW shall have the meaning as used in the Agreement.</p>
SECTION 2. (BUSINESS OBJECTIVES)			
Paragraph 1	<p>The following summary of the Cost Accounting and Decision Support System (sometimes referred to as the “CADS System”) and Contractor’s obligations to provide the related Services to the implementation and training of the CADS System under this Statement of Work (“SOW”) are conditioned on such functionality being needed to satisfy the functional requirements set forth in Appendix E (Functional Requirements) and those set forth in Exhibit A. [REDACTED] (CADS System Specifications). The CADS System will allow County to capture accurate costs of its services, such as the cost</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>The following summary of the Cost Accounting and Decision Support System (sometimes referred to as the “CADS System”) and Contractor’s obligations to provide the related Services to the implementation and training of the CADS System under this Statement of Work (“SOW”) are conditioned on such functionality being needed to satisfy the functional requirements set forth in Appendix E (Functional Requirements) and those set forth in Exhibit A. [REDACTED] (CADS System Specifications). The CADS System will allow County to capture accurate costs of its services, such as the cost</p>

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Exhibit A.1.RF (Cost Accounting and Decision Support
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Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	of patient encounters, down to the individual component level (e.g., labor, devices, drugs, supplies, and facilities). The completed CADS System will allow County to (i) compare costs per service and provider across each of its facilities individually, in combinations, and in aggregate and deliver reports and data insights to support analysis of the cost structure of County services; (ii) identify areas of County services with significant cost variances; and (iii) conduct analysis on staffing numbers, use of ancillary services, supplies, and other direct and allocated costs; (iv) analyze data to identify opportunities for performance improvement and growth; (v) develop financial models and reports to support what-if analysis and modeling; (vi) provide enterprise-wide business and financial support covering budget modeling, variance analysis, financial analysis, cost accounting, service line profitability, and related functionality. The specific examples of benefits to the County and the features and functions that the CADS System will enable the County to achieve are listed in Exhibit A.1 (Cost Accounting and Decision Support System Scenarios and Outcomes).		of patient encounters, down to the individual component level (e.g., labor, devices, drugs, supplies, and facilities). The completed CADS System will allow County to (i) compare costs per service and provider across each of its facilities individually, in combinations, and in aggregate and deliver reports and data insights to support analysis of the cost structure of County services; (ii) identify areas of County services with significant cost variances; and (iii) conduct analysis on staffing numbers, use of ancillary services, supplies, and other direct and allocated costs; (iv) analyze data to identify opportunities for performance improvement and growth; (v) develop financial models and reports to support what-if analysis and modeling; (vi) provide enterprise-wide business and financial support covering budget modeling, variance analysis, financial analysis, cost accounting, service line profitability, and related functionality. The specific examples of benefits to the County and the features and functions that the CADS System will enable the County to achieve are listed in Exhibit A.1 (Cost Accounting and Decision Support System Scenarios and Outcomes).
Paragraph 2	The business objective identified or referred to in this Section 2 (Business Objectives) are collectively referred to as “Business Objectives” and shall be incorporated into the Business Objectives in Recital D of the Agreement.	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	The business objective identified or referred to in this Section 2 (Business Objectives) are collectively referred to as “Business Objectives” and shall be incorporated into the Business Objectives in Recital D of the Agreement.

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Exhibit A.1.RF (Cost Accounting and Decision Support System SOW Response Form)
Agreement No. []**

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
SECTION 3. (COST ACCOUNTING AND DECISION SUPPORT SYSTEM)			
Paragraph 1	This SOW describes the Licensed Software, Implementation, Hardware, Hosting, Support and other Services to deliver the CADS System. The Deliverables in this SOW may be delivered such that Services may occur with regards to multiple tasks simultaneously.	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>There is no hardware as part of this Agreement so that was struck. We have added language that all deliverables noted in this SOW will be finalized between the parties via a scoping discussion.</p>	This SOW describes the Licensed Software, Implementation, Hardware, Hosting, Support and other Services to deliver the CADS System. The Deliverables in this SOW may be delivered such that Services may occur with regards to multiple tasks simultaneously. <u>All Deliverable Criteria and Deliverables outlined in this SOW will be finalized between the parties via a scoping discussion which will occur prior to SOW finalization.</u>
Paragraph 2	<p>The CADS System will be installed and interfaced with the EHR System, the General Ledger, and with a number of other data source systems that supply the necessary data. These systems include but are not limited to:</p> <ul style="list-style-type: none"> Electronic Medical Record (Cerner: Millennium) – Information from the EHR System, will provide clinical information and accounting records (itemized charges) to the Cost Accounting System. 	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p>	<p>The CADS System will be installed and <u>may be</u> interfaced with the EHR System, the General Ledger, and with a number of other data source systems that supply the necessary data. These systems include but are not limited to:</p> <ul style="list-style-type: none"> Electronic Medical Record (Cerner: Millennium) – Information from the EHR System, will provide

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Exhibit A.1.RF (Cost Accounting and Decision Support
 System SOW Response Form)
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Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	<ul style="list-style-type: none"> • Patient Accounting (Affinity) – This system will provide patient demographic and financial information. • General Ledger (eCAPS) – Information from eCAPS will feed the Cost Accounting system with cost of staff, cost center ID, area, department objects (i.e., natural class code, cost for resources by classification, cost for supplies by code). • Payroll (Labor Cost Distribution System (OSHPD)) – This is the lower level of detail that supports the ledger (payroll title, overtime, standby, regular time, productive & non-production hours worked by category). • Human Resources (eHR System) – This system will provide the HR related data (e.g., item, timesheets). • Supply Procurement System (eProcurement/GHX) – This subsidiary system to eCAPS contains details on supplies broken down by item level. Items on the itemized billing relate to eProcurement information and will be linked by department code. • Health Care Provider Management System (CACTUS) – This system provides provider-specific information such as credentials, work locations and specialties. • Contract Management Database (Vendor Accounting System (VATS) and One Staff (ANSOS)) – This system contains the contract for registry employees, hours they work, and associated costs, at location and hourly level of detail (similar to unit code in G/L, but is currently 	<p>Strata accepts this provision however has clarified that these “may be” interfaced as some of these systems may not be needed. The exact systems which will be interfaced will be determined following a detailed scoping discussion between the parties.</p>	<p>clinical information and accounting records (itemized charges) to the Cost Accounting System.</p> <ul style="list-style-type: none"> • Patient Accounting (Affinity) – This system will provide patient demographic and financial information. • General Ledger (eCAPS) – Information from eCAPS will feed the Cost Accounting system with cost of staff, cost center ID, area, department objects (i.e., natural class code, cost for resources by classification, cost for supplies by code). • Payroll (Labor Cost Distribution System (OSHPD)) – This is the lower level of detail that supports the ledger (payroll title, overtime, standby, regular time, productive & non-production hours worked by category). • Human Resources (eHR System) – This system will provide the HR related data (e.g., item, timesheets). • Supply Procurement System (eProcurement/GHX) – This subsidiary system to eCAPS contains details on supplies broken down by item level. Items on the itemized billing relate to eProcurement information and will be linked by department code. • Health Care Provider Management System (CACTUS) – This system provides provider-specific information such as credentials, work locations and specialties. • Contract Management Database (Vendor Accounting System (VATS) and One Staff (ANSOS)) – This system contains the contract for registry employees, hours they work, and

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Exhibit A.1.RF (Cost Accounting and Decision Support
System SOW Response Form)
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Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	<p>lost when transferred to G/L). As long as there is a common identifier (unit code / cost center) it is possible to relay and link this information to the Cost Accounting System. This can be automated if these files need to be uploaded frequently.</p> <ul style="list-style-type: none"> • Data Warehouse (CEDAR) – This system will provide out-of-network claim payment information for DHS managed care members, including a clinical DataMart that houses clinical data, such as encounters detail including diagnosis and procedure codes, laboratory test results, pharmaceuticals dispensed, provider empanelment assignments, clinic scheduling information, and referrals. 		<p>associated costs, at location and hourly level of detail (similar to unit code in G/L, but is currently lost when transferred to G/L). As long as there is a common identifier (unit code / cost center) it is possible to relay and link this information to the Cost Accounting System. This can be automated if these files need to be uploaded frequently.</p> <ul style="list-style-type: none"> • Data Warehouse (CEDAR) – This system will provide out-of-network claim payment information for DHS managed care members, including a clinical DataMart that houses clinical data, such as encounters detail including diagnosis and procedure codes, laboratory test results, pharmaceuticals dispensed, provider empanelment assignments, clinic scheduling information, and referrals.
Paragraph 3	<p>These data sources will be aggregated within the CADS System and displayed through a variety of analytics tools and dashboards. The figure below provides a conceptual overview of the data flow, aggregation, and display of the CADS System to be implemented by this SOW.</p>	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Strata accepts this provision however has clarified that these "may be" interfaced as some of these systems may not be needed. The exact systems which will be interfaced will be determined</p>	<p>These data sources will<u>may</u> be aggregated within the CADS System and displayed through a variety of analytics tools and dashboards. The figure below provides a conceptual overview of the data flow, aggregation, and display of the CADS System to be implemented by this SOW.</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		following a detailed scoping discussion between the parties.	
Figure 1 (LA DHS Cost Accounting and Decision Support System Data Source Systems)	[See image in Exhibit A.1, Section 3]	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	[See image in Exhibit A.1, Section 3]
3.1 (SOW Team Structure and Resources)	Contractor will provide a Project Staffing and Resource Management Plan (as specified under Subtask 1.2 (Create Project Staffing and Resource Management Plan) of this SOW). This plan will be utilized to establish fully loaded (identification of FTE equivalent or hours for all resources by Key Milestone) Contractor resource staffing commitments and to detail specific County resources that will guide County on how best to allocate and deploy staff to this Project. Notwithstanding the forgoing, this is a fixed fee engagement and the Contractor resources identified in the Project Staffing and Resource Management Plan do not limit the resources that may be required by Contractor.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Contractor will provide a Project Staffing and Resource Management Plan (as specified under Subtask 1.2 (Create Project Staffing and Resource Management Plan) of this SOW). This plan will be utilized to establish fully loaded (identification of FTE equivalent or hours for all resources by Key Milestone) Contractor resource staffing commitments and to detail specific County resources that will guide County on how best to allocate and deploy staff to this Project. Notwithstanding the forgoing, this is a fixed fee engagement and the Contractor resources identified in the Project Staffing and Resource Management Plan do not limit the resources that may be required by Contractor.

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Exhibit A.1.RF (Cost Accounting and Decision Support System SOW Response Form)
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Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
3.2 (Critical Success Factors)	<p>A number of factors are deemed critical to overall Project success. The Parties acknowledge that the following factors are critical to the success of this Project:</p> <p>Strong Project Management — Effectively managing the Services provided under the Agreement to the Project Schedule and results to be achieved and managing issues, driving decisions, risk, dependencies, and resources in a manner to achieve the Project Schedule and the results.</p> <p>Open Communication and Governance Structure Clearly Defined — Good and open communication must be established early. Governance, committee structure, and committee members must be defined early. Meeting schedules must also be established for the length of the Project.</p> <p>Executive Leadership Involvement — It is imperative that executive leadership from Contractor, and County, be involved in the Project governance and meet at regular intervals to discuss the Project’s progress and reach agreement on any key decisions that have been escalated to their level.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>A number of factors are deemed critical to overall Project success. The Parties acknowledge that the following factors are critical to the success of this Project:</p> <p>Strong Project Management — Effectively managing the Services provided under the Agreement to the Project Schedule and results to be achieved and managing issues, driving decisions, risk, dependencies, and resources in a manner to achieve the Project Schedule and the results.</p> <p>Open Communication and Governance Structure Clearly Defined — Good and open communication must be established early. Governance, committee structure, and committee members must be defined early. Meeting schedules must also be established for the length of the Project.</p> <p>Executive Leadership Involvement — It is imperative that executive leadership from Contractor, and County, be involved in the Project governance and meet at regular intervals to discuss the Project’s progress and reach agreement on any key decisions that have been escalated to their level.</p>
3.3 (Schedule) Paragraph 1	<p>The commencement date for this SOW will begin upon the Effective Date of the Agreement. This SOW is scheduled to be completed at the conclusion of the Project upon the Acceptance by the County Project Director of the Deliverables in this SOW.</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>The commencement date for this SOW will begin upon the Effective Date of the Agreement. This SOW is scheduled to be completed at the conclusion of the Project upon the Acceptance by the County Project Director<u>the completion</u> of the Deliverables in this SOW.</p>

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Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		Instead of the concept of Acceptance, Strata will agree that the SOW will be complete upon completion of the deliverables in the SOW.	
3.3 (Schedule) Paragraph 2	Scheduled commencement dates, scheduled completion dates, and anticipated durations for tasks and subtasks will be developed as part of the Project Work Plan in accordance with Section 5.1 (Services and Deliverables), Subtask 1.1 (Develop and Maintain Detailed Project Work Plan).	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>We accept the provision however many of these items will be completed via a detailed workplan post contract signature once project planning commences.</p>	Scheduled commencement dates, scheduled completion dates, and anticipated durations for tasks and subtasks will be developed as part of the Project Work Plan <u>post contract signature</u> in accordance with Section 5.1 (Services and Deliverables), Subtask 1.1 (Develop and Maintain Detailed Project Work Plan).
SECTION 4. (GENERAL RESPONSIBILITIES)			
Paragraph 1	<p>For the Services provided under this SOW:</p> <p>(1) The Services will be performed by Contractor on-site at sites designated by County and off-</p>	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/>	<p>For the Services provided under this SOW:</p> <p>(1) The-Some Services will be performed by Contractor on-site at sites designated by</p>

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**Exhibit A.1.RF (Cost Accounting and Decision Support
System SOW Response Form)
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Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	<p>site location(s) as agreed by the Parties in writing for specific activities.</p> <p>(2) Contractor will provide designated full-time on-site key Project leadership members to deliver the Services during normal business hours, 8:00 AM to 5:00 PM, Pacific Time, Monday through Friday, except County and Contractor recognized holidays, unless otherwise agreed by the Parties in writing. Project leadership that is not on-site will also be available during normal business hours, 8:00 AM to 5:00 PM, Pacific Time, unless otherwise agreed by the Parties in writing.</p> <p>(3) Contractor will utilize a web portal implementation methodology, templates, and other tools as required to support the efficient and cost-effective execution of the Services defined in this SOW, to the extent the use of the web portal otherwise complies with the terms of the Agreement. This includes use of Contractor's knowledge capital databases and other repositories of Deliverables and intellectual capital from previous client experiences.</p> <p>(4) Contractor will provide all Services in English.</p>	<p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Generally onsite time for our implementation is very limited – most is done remotely. Also, we are not sure of the intention of the "web portal implementation methodology."</p>	<p>County and off-site location(s) as agreed by the Parties in writing for specific activities.</p> <p>(2) <u>Upon request by the County,</u> Contractor will provide designated full-time on-site key Project leadership members to deliver the Services during normal business hours, 8:00 AM to 5:00 PM, Pacific Time, Monday through Friday, except County and Contractor recognized holidays, unless otherwise agreed by the Parties in writing. Project leadership that is not on-site will also be available during normal business hours, 8:00 AM to 5:00 PM, Pacific Time, unless otherwise agreed by the Parties in writing.</p> <p>(3) Contractor will utilize a web portal implementation methodology, templates, and other tools as required to support the efficient and cost-effective execution of the Services defined in this SOW, to the extent the use of the web portal otherwise complies with the terms of the Agreement. This includes use of Contractor's knowledge capital databases and other repositories of Deliverables and intellectual capital from previous client experiences.</p> <p>(4) Contractor will provide all Services in English.</p>
4.1 (Contractor Project Manager Responsibilities) Paragraph 1	Contractor will designate a Contractor Project Manager through Final Acceptance to whom all County communications may be addressed and who has the authority to represent and commit Contractor in connection with all aspects of this SOW.	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed</p>	Contractor will designate a Contractor Project Manager through Final Acceptance <u>the completion of all Deliverables</u> to whom all County communications may be addressed and who has the authority to represent and commit Contractor in connection with all aspects of this SOW.

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		revision in the adjacent column using “track changes.” <hr/> Removed reference to Acceptance.	
4.1 (Contractor Project Manager Responsibilities) Paragraph 2	The Contractor Project Manager’s obligations include: (1) Establish and maintain communications through the County SOW Lead and Project governance structure; (2) Manage the delivery of Services and Service Interdependencies; (3) Notify County of any Contractor focal point or contacts for specific activities or tasks; (4) Manage and maintain the Project Work Plan that lists, as appropriate, the activities, tasks, assignments, Service Interdependencies, Key Milestones, and Deliverables, and schedule; (5) Measure, track, and evaluate progress against the Project Schedule; (6) Work with the County SOW Lead to resolve deviations, if any, from the Project Schedule; (7) Coordinate and manage the activities of Contractor Personnel; (8) Report to the County SOW Lead problems and issues impacting Contractor’s provision of the Services that require County’s attention and resolution;	Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No” <hr/> If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”	The Contractor Project Manager’s obligations include: (1) Establish and maintain communications through the County SOW Lead and Project governance structure; (2) Manage the delivery of Services and Service Interdependencies; (3) Notify County of any Contractor focal point or contacts for specific activities or tasks; (4) Manage and maintain the Project Work Plan that lists, as appropriate, the activities, tasks, assignments, Service Interdependencies, Key Milestones, and Deliverables, and schedule; (5) Measure, track, and evaluate progress against the Project Schedule; (6) Work with the County SOW Lead to resolve deviations, if any, from the Project Schedule; (7) Coordinate and manage the activities of Contractor Personnel; (8) Report to the County SOW Lead problems and issues impacting Contractor’s provision of the Services that require County’s attention and resolution;

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	<p>(9) Coordinate resolution of all Service issues including those raised by the County SOW Lead and, as necessary, escalate such issues within the Contractor organization;</p> <p>(10) Administer the Project Control Document with the County SOW Lead;</p> <p>(11) Conduct regularly scheduled Project Status Meetings and prepare weekly Status Reports for the Services defined in this SOW; and</p> <p>(12) Assist in the preparation and conduct of monthly steering committee updates.</p>		<p>(9) Coordinate resolution of all Service issues including those raised by the County SOW Lead and, as necessary, escalate such issues within the Contractor organization;</p> <p>(10) Administer the Project Control Document with the County SOW Lead;</p> <p>(11) Conduct regularly scheduled Project Status Meetings and prepare weekly Status Reports for the Services defined in this SOW; and</p> <p>(12) Assist in the preparation and conduct of monthly steering committee updates.</p>
4.1 (Contractor Project Manager Responsibilities) Paragraph 3	Contractor will perform these activities throughout the provision of the Services.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Contractor will perform these activities throughout the provision of the Services.
SECTION 4.2. (SPECIFIC COUNTY TASKS)			
4.2.1 (County SOW Lead Responsibilities) Paragraph 1	The County will assign a lead for this SOW (referred to as the "Cost Accounting and Decision Support System Lead" or "County SOW Lead"). The County SOW Lead will:	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/>	The County will assign a lead for this SOW (referred to as the "Cost Accounting and Decision Support System Lead" or "County SOW Lead"). The County SOW Lead will:

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	<p>(1) Serve as the primary interface between the Contractor Project Manager and County for the tasks and Deliverables set forth in this SOW;</p> <p>(2) Review this SOW and the responsibilities of both County and Contractor with the Contractor Project Manager;</p> <p>(3) Coordinate, manage, and be responsible for the control of the activities of County personnel for this SOW;</p> <p>(4) Communicate to the Contractor Project Manager any changes that may materially affect Contractor's provision of the Services set forth in this SOW;</p> <p>(5) Coordinate with Contractor Project Manager on Contractor's efforts to resolve problems and issues related to the Services set forth in this SOW;</p> <p>(6) Work with the Contractor Project Manager to resolve deviations, if any, from the Project Work Plan related to this SOW;</p> <p>(7) Coordinate resolution of issues raised by the Contractor Project Manager pertaining to this SOW and, as necessary, escalate such issues within the County organization;</p> <p>(8) Serve as the interface between Contractor's Project team and all County departments participating in activities for the Services set forth in this SOW;</p> <p>(9) Notify Contractor of any County focal point or contacts for specific activities or tasks related to this SOW;</p>	<p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p>	<p>(1) Serve as the primary interface between the Contractor Project Manager and County for the tasks and Deliverables set forth in this SOW;</p> <p>(2) Review this SOW and the responsibilities of both County and Contractor with the Contractor Project Manager;</p> <p>(3) Coordinate, manage, and be responsible for the control of the activities of County personnel for this SOW;</p> <p>(4) Communicate to the Contractor Project Manager any changes that may materially affect Contractor's provision of the Services set forth in this SOW;</p> <p>(5) Coordinate with Contractor Project Manager on Contractor's efforts to resolve problems and issues related to the Services set forth in this SOW;</p> <p>(6) Work with the Contractor Project Manager to resolve deviations, if any, from the Project Work Plan related to this SOW;</p> <p>(7) Coordinate resolution of issues raised by the Contractor Project Manager pertaining to this SOW and, as necessary, escalate such issues within the County organization;</p> <p>(8) Serve as the interface between Contractor's Project team and all County departments participating in activities for the Services set forth in this SOW;</p> <p>(9) Notify Contractor of any County focal point or contacts for specific activities or tasks related to this SOW;</p>

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	<p>(10) Ensure that tasks related to this SOW assigned to personnel within the County organization will be completed according to the timetable in the Project Schedule; and</p> <p>(11) Participate in selected Project status meetings with Contractor Project team members and schedule and coordinate attendance and participation of County personnel for interviews, meetings, and work sessions related to the completion of this SOW.</p>		<p>(10) Ensure that tasks related to this SOW assigned to personnel within the County organization will be completed according to the timetable in the Project Schedule; and</p> <p>(11) Participate in selected Project status meetings with Contractor Project team members and schedule and coordinate attendance and participation of County personnel for interviews, meetings, and work sessions related to the completion of this SOW.</p>
4.2.1 (County SOW Lead Responsibilities) Paragraph 2	County may change the County SOW Lead by providing notification to the Contractor Project Manager with an introduction and handoff meeting to establish plans for a smooth transition.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	County may change the County SOW Lead by providing notification to the Contractor Project Manager with an introduction and handoff meeting to establish plans for a smooth transition.
4.2.2 (Other County Responsibilities) Paragraph 1	County agrees to comply with its responsibilities as described in this SOW. Such obligations are to be performed at no charge to Contractor.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed</p>	County agrees to comply with its responsibilities as described in this SOW. Such obligations are to be performed at no charge to Contractor.

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		revision in the adjacent column using "track changes." <hr/>	
4.2.2 (Other County Responsibilities) Paragraph 2	<p>County will:</p> <ol style="list-style-type: none"> (1) Provide County standard and available office space, furniture, and access to the internet supporting VPN for Contractor Personnel while working at County's facilities; (2) Locate the Contractor Personnel in an area near County subject matter experts and technical personnel, where feasible; (3) Provide necessary security badges and clearances for Contractor Personnel working at County's facilities; and (4) Make available staff with appropriate skills and experience to deliver County tasks as specifically set forth in this SOW. 	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<p>County will:</p> <ol style="list-style-type: none"> (1) Provide County standard and available office space, furniture, and access to the internet supporting VPN for Contractor Personnel while working at County's facilities; (2) Locate the Contractor Personnel in an area near County subject matter experts and technical personnel, where feasible; (3) Provide necessary security badges and clearances for Contractor Personnel working at County's facilities; and (4) Make available staff with appropriate skills and experience to deliver County tasks as specifically set forth in this SOW.
SECTION 5. (SERVICES AND DELIVERABLES)			
5.1 (Services and Deliverables Summary Table)	The Services and Deliverables to be provided under this SOW are included in the following table and described in greater detail in Section 0 (Detailed SOW Tasks).	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed</p>	<p>The Services and Deliverables to be provided under this SOW are included in the following table and described in greater detail in Section 5.4 (Detailed SOW Tasks). <u>The final Services and Deliverables tasks will be mutually determined by the parties in writing.</u></p>

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		<p>revision in the adjacent column using “track changes.”</p> <hr/> <p>All of these deliverables may not be relevant. Strata needs to review this list with LA County during a detailed scoping discussion.</p>	
5.2 (Deliverable Development and Approval Process) Paragraph 1	<p>This Section 5.2 (Deliverable Development and Approval process) specifies a repeating process for developing Deliverables for this SOW. Each Deliverable shall be developed in accordance with the following Contractor’s obligations, which shall be subtasks to each individual task:</p> <p>(1) All Deliverables must be developed in the form and format agreed to by County and Contractor using a Deliverables Expectations Document (also referred to as a “DED”) Approved by County. As each Project Deliverable is submitted, Contractor must include a copy of the Project DED as the cover sheet. A template to be used for each DED during this Project can be found in Section 5.5 (Project Deliverable Expectations Document Template) of this SOW.</p> <p>(2) Develop agendas, and coordinate scheduling with County, for all necessary events (e.g., workshops, meetings) for the production of the Deliverable.</p> <p>(3) Facilitate events (e.g., workshops, meetings) as required for the development of each Deliverable.</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Given the deliverables we are providing is our best practice software implementation, a DED document is not needed. We are not developing a deliverable for LA County – we are providing deliverables as it relates to our Cost Accounting software implementation.</p>	<p>This Section 5.2 (Deliverable Development and Approval process) specifies a repeating process for developing Deliverables for this SOW. Each Deliverable shall be developed in accordance with the following Contractor’s obligations, which shall be subtasks to each individual task:</p> <p>.(1) All Deliverables must be developed in the form and format agreed to by County and Contractor using a Deliverables Expectations Document (also referred to as a “DED”) Approved by County. As each Project Deliverable is submitted, Contractor must include a copy of the Project DED as the cover sheet. A template to be used for each DED during this Project can be found in Section 5.5 (Project Deliverable Expectations Document Template) of this SOW.</p> <p>(2) Develop agendas, and coordinate scheduling with County, for all necessary events (e.g., workshops, meetings) for the production completion of the Deliverable.</p>

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	<p>(4) Record and analyze the input received from all events (e.g., workshops, meetings, and learning sessions) and distribute results or minutes for review to event participants.</p> <p>(5) Prepare drafts of the Deliverables for County for review.</p> <p>(6) Provide a structured process for County to provide feedback on drafts, including events, as appropriate.</p> <p>(7) Compile and incorporate County feedback to the draft Deliverable and prepare a revised Deliverable.</p> <p>(8) Distribute the revised Deliverable to County for review; obtain and analyze County feedback as above, and repeat if necessary.</p> <p>(9) Complete a final version of the Deliverable including, prior to distribution for Approval by County, validation by Contractor that the Deliverable conforms to the Specifications and meets the Acceptance Criteria.</p>		<p>(3) Facilitate events (e.g., workshops, meetings) as required for the development-completion of each Deliverable.</p> <p>(4) Record and analyze the input received from all events (e.g., workshops, meetings, and learning sessions) and distribute results or minutes for review to event participants.</p> <p>(5) Prepare drafts of the Deliverables for County for review.</p> <p>(6) Provide a structured process for County to provide feedback on drafts, including events, as appropriate.</p> <p>(7) Compile and incorporate County feedback to the draft Deliverable and prepare a revised Deliverable.</p> <p>(8) Distribute the revised Deliverable to County for review; obtain and analyze County feedback as above, and repeat if necessary.</p> <p>(9) Complete a final version of the Deliverable including, prior to distribution for Approval by County, validation by Contractor that the Deliverable conforms to the Specifications and meets the Acceptance Criteria.</p>
5.2 (Deliverable Development and Approval Process) Paragraph 2	After receipt of a Deliverable from Contractor, the County SOW Lead or designee shall notify the Contractor Project Manager and assigned Project team resources in writing as to any specific changes requested (together with a reasonably detailed explanation of the reasons why the Deliverable should be modified) in as expeditious a time frame as possible given the nature of the Deliverable and the schedule. Unless a change is disputed, Contractor shall make all changes described in a timely manner so as to not adversely impact the schedule under the Project Work	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	After receipt of a Deliverable from Contractor, the County SOW Lead or designee shall notify the Contractor Project Manager and assigned Project team resources in writing as to any specific changes requested (together with a reasonably detailed explanation of the reasons why the Deliverable should be modified) in as expeditious a time frame as possible given the nature of the Deliverable and the schedule. Unless a change is disputed, Contractor shall make all changes described in a timely manner so as to not adversely impact the schedule under the Project Work Plan. Upon completion

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	Plan. Upon completion of such changes, the Deliverable shall be provided to County with a request for Acceptance. County shall notify Contractor of its Acceptance or rejection in a time frame that is practical and reasonable given the nature, criticality, and complexity associated with the Acceptance Testing/review.	Strata does not offer Acceptance testing in its agreements. Instead, LA County is protected via the warranty provision where they can terminate the agreement if the software is not performing in accordance with the user guides.	of such changes, the Deliverable shall be provided to County with a request for Acceptance. County shall notify Contractor of its Acceptance or rejection in a time frame that is practical and reasonable given the nature, criticality, and complexity associated with the Acceptance Testing/review.
5.3 (Support Services) Paragraph 1	For the avoidance of doubt, the CADS System shall be deemed Licensed Software under this Agreement, and subject to the representations, and warranties as set forth in the Agreement.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	For the avoidance of doubt, the CADS System shall be deemed Licensed Software under this Agreement, and subject to the representations, and warranties as set forth in the Agreement.
5.3 (Support Services) Paragraph 2	Support and maintenance for the CADS System will be provided in accordance with the Services identified in Task 2 (Maintenance and Operations) set forth in Exhibit A.2 (Support Services and Maintenance Statement of Work), and the term "Support Services" in the Agreement as applied to the CADS System shall refer to such Services.	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Support and maintenance for the CADS System will <u>may</u> be provided in accordance with the Services identified in Task 2 (Maintenance and Operations) set forth in Exhibit A.2 (Support Services and Maintenance Statement of Work), and the term "Support Services" in the Agreement as applied to the CADS System shall refer to such Services.

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		One edit proposed here. The final tasks will be finalized between the parties via a scoping discussion.	
SECTION 5.4 (DETAILED SOW TASKS)			
Task 1 (Project Initiation)	Contractor will develop a CADS System Project Work Plan. The team members from Contractor, County, and external stakeholders will be introduced and their specific roles will be described through activities including a Project Initiation Session. A CADS System-specific introduction and training will be provided for the County personnel working on this SOW (referred to in this Exhibit as the “ Cost Accounting and Decision Support System Workgroup ” or “ County Workgroup ”) and the Cost Accounting and Decision Support System Workgroup will be introduced to various Contractor tools and methodologies, and Best Practice recommendations that will be used throughout this SOW.	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>We are agreeable to this language. Added a clarification that this work plan will be developed post contract signature.</p>	Contractor will develop a CADS System Project Work Plan <u>post contract signature</u> . The team members from Contractor, County, and external stakeholders will be introduced and their specific roles will be described through activities including a Project Initiation Session. A CADS System-specific introduction and training will be provided for the County personnel working on this SOW (referred to in this Exhibit as the “ Cost Accounting and Decision Support System Workgroup ” or “ County Workgroup ”) and the Cost Accounting and Decision Support System Workgroup will be introduced to various Contractor tools and methodologies, and Best Practice recommendations that will be used throughout this SOW.
Subtask 1.1 (Develop and Maintain Detailed Project Work Plan)	<p>Prior to execution of the Agreement, the Contractor will develop an Initial Project Work Plan (PWP) for the CADS System Project. The PWP shall include:</p> <ul style="list-style-type: none"> Deliverables, tasks, and subtasks; 	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s)</p>	<p>Prior to execution of the Agreement, the Contractor will develop an Initial Project Work Plan (PWP) for the CADS System Project. The PWP shall include:</p> <ul style="list-style-type: none"> Deliverables, tasks, and subtasks;

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	<ul style="list-style-type: none"> Associated dependencies among Deliverables, tasks, and subtasks within this SOW and across all related work streams; Key personnel assigned, including level of commitment by resource (on-site and off-site) Resources (effort hours and roles) required for each Deliverable, task, and subtask; Start and completion dates for each Deliverable, task, and subtask; Acceptance Criteria for each Deliverable; and Milestones and Key Milestones. <p>Following execution of the Agreement, the Contractor will review the initial PWP with County Project Management and leadership for familiarization and to gather feedback.</p> <p>The Contractor will incorporate County feedback and update and present a final PWP as initial baseline.</p> <p>The Contractor will maintain the PWP throughout the duration of this SOW and hold regular PWP review sessions or incorporate the PWP into ongoing project meetings.</p>	<p>below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This has been adjusted to conform with the initial project work plan that is typically completed prior to contract execution.</p>	<ul style="list-style-type: none"> Associated dependencies among Deliverables, tasks, and subtasks within this SOW and across all related work streams; Key personnel assigned, including level of commitment by resource (on-site and off-site) Resources (effort hours and roles) required for each Deliverable, task, and subtask; Start and completion dates for each Deliverable, task, and subtask; Acceptance Criteria for each Deliverable; and Milestones and Key Milestones. <p>Following execution of the Agreement, the Contractor will review the initial PWP with County Project Management and leadership for familiarization and to gather feedback.</p> <p>The Contractor will incorporate County feedback and update and present a final PWP as initial baseline.</p> <p>The Contractor will maintain the PWP throughout the duration of this SOW and hold regular PWP review sessions or incorporate the PWP into ongoing project meetings.</p>
Deliverable 1.1 (Detailed Project Work Plan)	<ul style="list-style-type: none"> Initial Project Work Plan Final baseline Project Work Plan 	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<ul style="list-style-type: none"> Initial Project Work Plan Final baseline Project Work Plan

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Acceptance Criteria 1.1	<ul style="list-style-type: none"> Contractor completes review of draft Project Work Plan with Key County Individuals as identified by the County SOW Lead. Timelines detailed in the Project Work Plan are realistically achievable with reasonable effort as determined by County. Final baseline Project Work Plan incorporates, and is consistent with, County feedback. Final baseline Project Work Plan addresses all elements described in Subtask 1.1 (Develop and Maintain Detailed Project Work Plan). Final baseline Project Work Plan is delivered in accordance with the Agreement, Specifications and agreed delivery date, and has been Approved by County. 	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Changed to Deliverable vs. Acceptance Criteria.</p>	<p><u>Example Deliverable Criteria:</u></p> <ul style="list-style-type: none"> Contractor completes review of draft Project Work Plan with Key County Individuals as identified by the County SOW Lead. Timelines detailed in the Project Work Plan are realistically achievable with reasonable effort as determined by County. Final baseline Project Work Plan incorporates, and is consistent with, County feedback. Final baseline Project Work Plan addresses all elements described in Subtask 1.1 (Develop and Maintain Detailed Project Work Plan). Final baseline Project Work Plan is delivered in accordance with the Agreement, Specifications and agreed delivery date, and has been Approved by County.
Subtask 1.2 (Create Project Staffing and Resource Management Plan)	<p>The Contractor will initiate this Subtask by identifying all applicable organizational, departmental, consulting, contractor, and vendor stakeholders.</p> <p>Contractor will create a Project Staffing and Resource Management Plan for all project steps for County including:</p> <ul style="list-style-type: none"> Resources and staffing levels required for the Cost Accounting and Decision Support System SOW; Short descriptions of positions identified in the Project Staffing and Resource Management Plan; Fully loaded Contractor resource staffing commitments (i.e., identification of FTE equivalent or hours for all resources by Key Milestone); 	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Given this is a fixed fee arrangement we would not provide FTE effort or hourly effort in the project plan.</p>	<p>The Contractor will initiate this Subtask by identifying all applicable organizational, departmental, consulting, contractor, and vendor stakeholders.</p> <p>Contractor will create a Project Staffing and Resource Management Plan for all project steps for County including:</p> <ul style="list-style-type: none"> Resources and staffing levels required for the Cost Accounting and Decision Support System SOW; Short descriptions of positions identified in the Project Staffing and Resource Management Plan; Fully loaded Contractor resource staffing commitments (i.e., identification of FTE equivalent or hours for all resources by Key Milestone);

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	<ul style="list-style-type: none"> Project Organizational Chart that aligns with Contractor Licensed Software, Third-Party Products, and work streams documented in the SOWs; Reporting relationships; Description of other resources such as conference rooms, training rooms, connectivity, calendars, etc.; Education Tracker to monitor training received or required for specific County staff/roles; and Guidelines for knowledge transfer between County personnel as they change roles, leave, or join the Project. <p>The Plan shall reflect all roles, responsibilities, and activities in the CADS System Work Plan.</p> <p>Contractor will develop a draft Project Staffing and Resource Management Plan and submit it to County for review and feedback.</p> <p>Contractor will incorporate County feedback and proposed changes into the Project Staffing and Resource Management Plan and submit a final version to County for Approval.</p>		<ul style="list-style-type: none"> Project Organizational Chart that aligns with Contractor Licensed Software, Third-Party Products, and work streams documented in the SOWs; Reporting relationships; Description of other resources such as conference rooms, training rooms, connectivity, calendars, etc.; Education Tracker to monitor training received or required for specific County staff/roles; and Guidelines for knowledge transfer between County personnel as they change roles, leave, or join the Project. <p>The Plan shall reflect all roles, responsibilities, and activities in the CADS System Work Plan.</p> <p>Contractor will develop a draft Project Staffing and Resource Management Plan and submit it to County for review and feedback.</p> <p>Contractor will incorporate County feedback and proposed changes into the Project Staffing and Resource Management Plan and submit a final version to County for Approval.</p>
Deliverable 1.2 (Project Staffing and Resource Management Plan)	<ul style="list-style-type: none"> Initial and updated Project Resource requirements and estimates Project Staffing and Resource Management Plan 	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<ul style="list-style-type: none"> Initial and updated Project Resource requirements and estimates Project Staffing and Resource Management Plan

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Acceptance Criteria 1.2	<ul style="list-style-type: none"> Contractor completes review of draft Project Staffing and Resource Management Plan with Key County Individuals as identified by the County SOW Lead. Final Project Staffing and Resource Management Plan incorporates, and is consistent with, County feedback. Final Project Staffing and Resource Management Plan addresses all elements described in Subtask 1.2 (Create Project Staffing and Resource Management Plan). Final Project Staffing and Resource Management Plan is delivered in accordance with the Agreement, Specifications, and agreed delivery date, and has been Approved by County. 	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Changed to Deliverable Criteria vs. Acceptance Criteria.</p>	<p><u>Example Deliverable Criteria:</u></p> <ul style="list-style-type: none"> Contractor completes review of draft Project Staffing and Resource Management Plan with Key County Individuals as identified by the County SOW Lead. Final Project Staffing and Resource Management Plan incorporates, and is consistent with, County feedback. Final Project Staffing and Resource Management Plan addresses all elements described in Subtask 1.2 (Create Project Staffing and Resource Management Plan). Final Project Staffing and Resource Management Plan is delivered in accordance with the Agreement, Specifications, and agreed delivery date, and has been Approved by County.
Subtask 1.3 (Conduct Project Initiation)	<p>Contractor will conduct an Initiation Session (Kickoff event) to provide an introduction to the Services covered by this SOW to the County Executive Leadership and County resources required to complete the tasks in this SOW. The Kickoff event will include discussion of, the timelines, dependencies and nature of the work effort that will be required to implement this SOW.</p> <p>Before the Project Initiation Session, Contractor will:</p> <ul style="list-style-type: none"> Work with County to identify all Contractor and County resources required to complete the tasks outlined in this SOW; 	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<p>Contractor will conduct an Initiation Session (Kickoff event) to provide an introduction to the Services covered by this SOW to the County Executive Leadership and County resources required to complete the tasks in this SOW. The Kickoff event will include discussion of, the timelines, dependencies and nature of the work effort that will be required to implement this SOW.</p> <p>Before the Project Initiation Session, Contractor will:</p> <ul style="list-style-type: none"> Work with County to identify all Contractor and County resources required to complete the tasks outlined in this SOW; Jointly review and finalize participant list no later than four (4) weeks prior to the Kickoff event;

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	<ul style="list-style-type: none"> Jointly review and finalize participant list no later than four (4) weeks prior to the Kickoff event; Develop an agenda/schedule for the Kickoff event; and Review and finalize materials for the Kickoff event with County no later than one (1) week prior to the Kickoff event. <p>Contractor will conduct the CADS System Initiation Session as follows:</p> <ul style="list-style-type: none"> Provide background and overview of the CADS System, including any possible challenges and anticipated success criteria; Review tasks, Deliverables, and Milestones for the development of the CADS System design and implementation activities; and Provide training on data collection and design decision tools, processes, and methodologies, along with Best Practice recommendations, that will be used to accomplish the activities under this SOW. <p>After the initiation session, Contractor will prepare a Kickoff Event Summary Report and a report documenting Cost Accounting and Decision Support System SOW dependencies for review and Approval by County.</p>		<ul style="list-style-type: none"> Develop an agenda/schedule for the Kickoff event; and Review and finalize materials for the Kickoff event with County no later than one (1) week prior to the Kickoff event. <p>Contractor will conduct the CADS System Initiation Session as follows:</p> <ul style="list-style-type: none"> Provide background and overview of the CADS System, including any possible challenges and anticipated success criteria; Review tasks, Deliverables, and Milestones for the development of the CADS System design and implementation activities; and Provide training on data collection and design decision tools, processes, and methodologies, along with Best Practice recommendations, that will be used to accomplish the activities under this SOW. <p>After the initiation session, Contractor will prepare a Kickoff Event Summary Report and a report documenting Cost Accounting and Decision Support System SOW dependencies for review and Approval by County.</p>
Deliverable 1.3 (Project Initiation Completed)	<ul style="list-style-type: none"> Project kickoff event Final list of participants for Cost Accounting Kickoff event Project kickoff event materials Report documenting Cost Accounting and Decision Support System SOW dependencies List of County Workgroup members who attended the CADS System Kickoff event 	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p>	<ul style="list-style-type: none"> Project kickoff event Final list of participants for Cost Accounting Kickoff event Project kickoff event materials Report documenting Cost Accounting and Decision Support System SOW dependencies List of County Workgroup members who attended the CADS System Kickoff event

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	<ul style="list-style-type: none"> Kickoff Event Summary Report 		<ul style="list-style-type: none"> Kickoff Event Summary Report
Acceptance Criteria 1.3	<ul style="list-style-type: none"> The CADS System Kickoff Event Summary Report has been Approved by County. Report documenting Cost Accounting and Decision Support System SOW dependencies that addresses all elements described in Subtask 1.3 (Conduct Project Initiation). Report documenting Cost Accounting and Decision Support System SOW dependencies has been Approved by County. 	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Changed from Acceptance to Deliverable. Added "Sample" as some of these items may not apply.</p>	<p>Example Deliverable Criteria:</p> <ul style="list-style-type: none"> The CADS System Kickoff Event Summary Report has been Approved by County. Report documenting Cost Accounting and Decision Support System SOW dependencies that addresses all elements described in Subtask 1.3 (Conduct Project Initiation). Report documenting Cost Accounting and Decision Support System SOW dependencies has been Approved by County.
Subtask 1.4 (Conduct Ongoing Project Management)	<p>Contractor will conduct ongoing project management activities for the duration of the Services provided under this SOW and will provide the following Project Control Documents:</p> <ul style="list-style-type: none"> Maintain Project Work Plan (developed in Subtask 1.1); Coordinate work efforts related to this SOW with other Contractor and County initiatives (e.g., EHR System Upgrades, Enhancements, etc.); 	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p>	<p>Contractor will conduct ongoing project management activities for the duration of the Services provided under this SOW and will provide the following Project Control Documents:</p> <ul style="list-style-type: none"> Maintain Project Work Plan (developed in Subtask 1.1); Coordinate work efforts related to this SOW with other Contractor and County initiatives (e.g., EHR System Upgrades, Enhancements, etc.);

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	<ul style="list-style-type: none"> • Perform Error Management; • Manage and Develop Communications; • Perform Risk Management; • Manage staffing and resources consistent with the Project Staffing and Resource Management Plan (developed in Subtask 1.2); • Perform configuration and technology change management; • Perform Issue Management; • Perform Project Change Management; • Perform Quality Management; • Perform Deliverables Management; • Develop Status Reports and Conduct Status Meetings; and • Maintain the solution architecture document consisting of recommended configurations, integrations, workflows, and technologies as identified. <p>The Contractor will provide Resources to execute all Project Management tasks, functions and activities described in Task 1 (Project Initiation).</p> <p>The Contractor will establish a Project Management Office (PMO) structure aligned with County project team and DHS established governance to ensure all project management functions and activities are carried out effectively.</p>		<ul style="list-style-type: none"> • Perform Error Management; • Manage and Develop Communications; • Perform Risk Management; • Manage staffing and resources consistent with the Project Staffing and Resource Management Plan (developed in Subtask 1.2); • Perform configuration and technology change management; • Perform Issue Management; • Perform Project Change Management; • Perform Quality Management; • Perform Deliverables Management; • Develop Status Reports and Conduct Status Meetings; and • Maintain the solution architecture document consisting of recommended configurations, integrations, workflows, and technologies as identified. <p>The Contractor will provide Resources to execute all Project Management tasks, functions and activities described in Task 1 (Project Initiation).</p> <p>The Contractor will establish a Project Management Office (PMO) structure aligned with County project team and DHS established governance to ensure all project management functions and activities are carried out effectively.</p>
Deliverable 1.4 (Ongoing Project Management)	<ul style="list-style-type: none"> • Bi-weekly status reports, or according to an agreed-upon schedule, and as requested by stakeholder groups • Execution of activities identified within each Project Control Document Sub-plan 	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed</p>	<ul style="list-style-type: none"> • Bi-weekly status reports, or according to an agreed-upon schedule, and as requested by stakeholder groups • Execution of activities identified within each Project Control Document Sub-plan

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	<ul style="list-style-type: none"> Defined Project Management Office structure in alignment with project structure and DHS established governance Updates to Project Control Documents and other Project plans 	revision in the adjacent column using “track changes.”	<ul style="list-style-type: none"> Defined Project Management Office structure in alignment with project structure and DHS established governance Updates to Project Control Documents and other Project plans
Acceptance Criteria 1.4	<ul style="list-style-type: none"> Contractor completes review of draft Project Control Documents with Key County Individuals as identified by the County SOW Lead. Final Project Control Documents and Project Management activities incorporate, and are consistent with, County feedback. Final Project Control Documents and Project Management activities address all elements described in Subtask 1.4 (Conduct Ongoing Project Management). Final Project Control Documents and Project Management activities are delivered in accordance with the Agreement, Specifications and agreed delivery date, and have been Approved by County. Project Control Documents are regularly maintained and include clearly defined and explained tasks and subtasks. 	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Changed from Acceptance to Deliverable. Added Example as some of this items may not apply.</p>	<p>Example Deliverable Criteria:</p> <ul style="list-style-type: none"> Contractor completes review of draft Project Control Documents with Key County Individuals as identified by the County SOW Lead. Final Project Control Documents and Project Management activities incorporate, and are consistent with, County feedback. Final Project Control Documents and Project Management activities address all elements described in Subtask 1.4 (Conduct Ongoing Project Management). Final Project Control Documents and Project Management activities are delivered in accordance with the Agreement, Specifications and agreed delivery date, and have been Approved by County. Project Control Documents are regularly maintained and include clearly defined and explained tasks and subtasks.
Task 2 (Design Cost Accounting and Decision Support System)	Contractor will provide the Services to design the CADS System. As part of this task, the Contractor will conduct discovery and design activities for the CADS System.	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed</p>	Contractor will provide the Services to design implement the CADS System. As part of this task, the Contractor will conduct discovery and design activities for the CADS System.

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		<p>revision in the adjacent column using “track changes.”</p> <hr/> <p>There is not custom design work.</p>	
Subtask 2.1 (Conduct Discovery Activities and Validate CADS System Requirements)	<p>Contractor will conduct Discovery Activities in preparation for the CADS System deployment activities. This will, at a minimum, include:</p> <ul style="list-style-type: none"> Identify County’s organizational and technical basis; Validate the structure and content of County’s interface files from the Data Source Systems, to ensure they contain the data elements needed for the CADS System; <p>Contractor will conduct Requirements Validation Activities in preparation for the CADS System deployment activities. This will, at a minimum, include:</p> <ul style="list-style-type: none"> Conduct workshops for validation of CADS System Requirements with County SMEs; Identify any missing, unclear, or extraneous requirements; Update and validate CADS System Requirements with County SMEs; and Document changes to requirements and final validated. 	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p>	<p>Contractor will conduct Discovery Activities in preparation for the CADS System deployment activities. This will, at a minimum, include:</p> <ul style="list-style-type: none"> Identify County’s organizational and technical basis; Validate the structure and content of County’s interface files from the Data Source Systems, to ensure they contain the data elements needed for the CADS System; <p>Contractor will conduct Requirements Validation Activities in preparation for the CADS System deployment activities. This will, at a minimum, include:</p> <ul style="list-style-type: none"> Conduct workshops for validation of CADS System Requirements with County SMEs; Identify any missing, unclear, or extraneous requirements; Update and validate CADS System Requirements with County SMEs; and Document changes to requirements and final validated.
Deliverable 2.1 (Discovery Findings and Validated CADS)	<ul style="list-style-type: none"> Completed Discovery Activities Completed Discovery Activities Findings Report 	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p>	<ul style="list-style-type: none"> Completed Discovery Activities Completed Discovery Activities Findings Report

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System Requirements)		<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	
Acceptance Criteria 2.1	<ul style="list-style-type: none"> Deliverable addresses all elements described in Subtask 2.1 (Conduct Discovery Activities and Validate CADS System Requirements) The Discovery Activities Findings Report has been Approved by County. The list of validated requirements has been Approved by County. 	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Changed from Acceptance to Deliverable</p>	<p><u>Example Deliverable Criteria:</u></p> <ul style="list-style-type: none"> Deliverable addresses all elements described in Subtask 2.1 (Conduct Discovery Activities and Validate CADS System Requirements) The Discovery Activities Findings Report has been Approved by County. The list of validated requirements has been Approved by County.
Subtask 2.2 (Identify All Required Data Sources and Document Interface Requirements)	Contractor and County will confirm the list of required data sources as identified in Exhibit A.** (Cost Accounting and Decision Support System Data Sources and Interfaces) (or their successor systems).	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s)</p>	Contractor and County will confirm the list of required data sources as identified in Exhibit A.** (Cost Accounting and Decision Support System Data Sources and Interfaces) (or their successor systems).

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	<p>Contractor and County will determine how each data source will be extracted from source system, transformed, and loaded into the CADS system.</p> <p>Contractor will draft functional and technical Specifications for each required Interface (“Interface Specifications Document”) that specify the following:</p> <ul style="list-style-type: none"> • Name and high level description of the County device/system with which an Interface is required, and a description of the purpose and function of the Interface; • Requirements of the Licensed Software either to receive or send required elements and values; • Detailed description of what the Interface can or cannot accommodate, the impact to the Licensed Software, and alternatives where required; • DHS supported Interface engine(s) that will be used to manage the Interface transactions; • List of transactions and data content for Interfaces required for each County system/device; • Specifications for mapping, aliasing and/or transforming the data to conform to the applicable system and to the Licensed Software; • Processes and requirements for Interface management, including filtering, throttling, queuing, retention period, and resending/republishing of messages; • Performance requirements for each transaction, including real time vs. periodic latency, etc.; • Established standard for the Interface transaction (e.g., HL7, ASTM, X12, DICOM, etc.) that will be used for the necessary Interface. If a standard cannot be met, Contractor will propose an 	<p>below and provide your proposed revision in the adjacent column using “track changes.”</p>	<p>Contractor and County will determine how each data source will be extracted from source system, transformed, and loaded into the CADS system.</p> <p>Contractor will draft functional and technical Specifications for each required Interface (“Interface Specifications Document”) that specify the following:</p> <ul style="list-style-type: none"> • Name and high level description of the County device/system with which an Interface is required, and a description of the purpose and function of the Interface; • Requirements of the Licensed Software either to receive or send required elements and values; • Detailed description of what the Interface can or cannot accommodate, the impact to the Licensed Software, and alternatives where required; • DHS supported Interface engine(s) that will be used to manage the Interface transactions; • List of transactions and data content for Interfaces required for each County system/device; • Specifications for mapping, aliasing and/or transforming the data to conform to the applicable system and to the Licensed Software; • Processes and requirements for Interface management, including filtering, throttling, queuing, retention period, and resending/republishing of messages; • Performance requirements for each transaction, including real time vs. periodic latency, etc.; • Established standard for the Interface transaction (e.g., HL7, ASTM, X12, DICOM, etc.) that will be used for the necessary Interface. If a standard cannot be met, Contractor will propose an

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	<p>alternative (including justification for using something other than an established standard);</p> <ul style="list-style-type: none"> • Specifications of the data and transport mechanisms required for the Interface transaction; • Specifications for monitoring the traffic through the Interface and reporting requirements to County for unusual traffic; • Requirements for identification of exception types and exception processing of transactions; • Specifications for downtime and recovery strategy for each Interface; • Specifications for Interface connectivity; • Include a draft future state data flow diagram; • Bandwidth requirements and transaction volumes, jointly with County and Contractor Interface architect, County and Contractor Systems Engineer; • The role and required contributions of applicable third-party vendors, if any, for the Interface (both to build and maintain the Interface); and • For data sources that need to be uploaded manually, the process for uploading data from sources. <p>Contractor will incorporate County feedback and proposed changes into the functional and technical Interface Specifications Document and submit a final version to County for Approval. Contractor will work with the applicable third-party vendors as required for Contractor to create the functional and technical Specifications for each required Interface, including all of the following:</p> <ul style="list-style-type: none"> • Identify all data sources and Interfaces; • Review data sources and Interfaces; 		<p>alternative (including justification for using something other than an established standard);</p> <ul style="list-style-type: none"> • Specifications of the data and transport mechanisms required for the Interface transaction; • Specifications for monitoring the traffic through the Interface and reporting requirements to County for unusual traffic; • Requirements for identification of exception types and exception processing of transactions; • Specifications for downtime and recovery strategy for each Interface; • Specifications for Interface connectivity; • Include a draft future state data flow diagram; • Bandwidth requirements and transaction volumes, jointly with County and Contractor Interface architect, County and Contractor Systems Engineer; • The role and required contributions of applicable third-party vendors, if any, for the Interface (both to build and maintain the Interface); and • For data sources that need to be uploaded manually, the process for uploading data from sources. <p>Contractor will incorporate County feedback and proposed changes into the functional and technical Interface Specifications Document and submit a final version to County for Approval. Contractor will work with the applicable third-party vendors as required for Contractor to create the functional and technical Specifications for each required Interface, including all of the following:</p> <ul style="list-style-type: none"> • Identify all data sources and Interfaces; • Review data sources and Interfaces;

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	<ul style="list-style-type: none"> Identifying (a) any Interfaces which Contractor cannot develop or has not been able to develop in the past, or (b) any third-party systems for which Contractor has experienced problems developing Interfaces in the past; Identifying Interfaces for which a workaround may be required and any limitations associated with the applicable workaround; Identify gaps in existing data sources and interfaces. 		<ul style="list-style-type: none"> Identifying (a) any Interfaces which Contractor cannot develop or has not been able to develop in the past, or (b) any third-party systems for which Contractor has experienced problems developing Interfaces in the past; Identifying Interfaces for which a workaround may be required and any limitations associated with the applicable workaround; Identify gaps in existing data sources and interfaces.
Deliverable 2.2 (Data Sources and Interface Requirements)	<ul style="list-style-type: none"> Required Data Sources Interface Specifications Document for each Interface Process for uploading data from sources where no automated interface exists or can be built Draft list of data sources and interfaces Final list of data sources and interfaces 	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<ul style="list-style-type: none"> Required Data Sources Interface Specifications Document for each Interface Process for uploading data from sources where no automated interface exists or can be built Draft list of data sources and interfaces Final list of data sources and interfaces
Acceptance Criteria 2.2	<ul style="list-style-type: none"> Contractor provides required technical resources in review session of draft deliverable with key County personnel. The Interfaces Specifications Document for each Interface incorporates, and is consistent with, County-provided input. The Interfaces Specifications Document for each Interface addresses all elements described in 	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<p><u>Example Deliverable Criteria:</u></p> <ul style="list-style-type: none"> Contractor provides required technical resources in review session of draft deliverable with key County personnel. The Interfaces Specifications Document for each Interface incorporates, and is consistent with, County-provided input.

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	<p>Subtask 2.2 (Identify All Required Data Sources and Document Interface Requirements).</p> <ul style="list-style-type: none"> The Interface Specifications Document for each Interface has been Approved by County. The updates to the Risk Analysis Document address all elements described in Subtask 2.2 (Identify All Required Data Sources and Document Interface Requirements) and have been Approved by County. The Interface Specifications Document for each Interface that interacts with a third-party system includes information from the third-party vendor necessary for Contractor to build the Interface. 	<p>Changed from Acceptance to Deliverable. Added "Example" as some of these may not apply.</p>	<ul style="list-style-type: none"> The Interfaces Specifications Document for each Interface addresses all elements described in Subtask 2.2 (Identify All Required Data Sources and Document Interface Requirements). The Interface Specifications Document for each Interface has been Approved by County. The updates to the Risk Analysis Document address all elements described in Subtask 2.2 (Identify All Required Data Sources and Document Interface Requirements) and have been Approved by County. The Interface Specifications Document for each Interface that interacts with a third-party system includes information from the third-party vendor necessary for Contractor to build the Interface.
Subtask 2.3 (Complete and Validate CADS System Data Import Design)	<p>Contractor will lead and guide County staff through the development and validation of the workflows, processes, and source files required to be built for the implementation of the CADS System.</p> <p>Contractor will provide an introduction and overview to the purpose, structure and intended functionality of the CADS System, with recommended best practices and standard source documents for the CADS System Data Import Design.</p> <p>Contractor will provide the necessary tools to assist County with the following:</p> <ul style="list-style-type: none"> Understanding the various sections of the CADS System; Identifying required data sources for the implementation of CADS System; 	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p>	<p>Contractor will lead and guide County staff through the development and validation of the workflows, processes, and source files required to be built for the implementation of the CADS System.</p> <p>Contractor will provide an introduction and overview to the purpose, structure and intended functionality of the CADS System, with recommended best practices and standard source documents for the CADS System Data Import Design.</p> <p>Contractor will provide the necessary tools to assist County with the following:</p> <ul style="list-style-type: none"> Understanding the various sections of the CADS System; Identifying required data sources for the implementation of CADS System;

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	<ul style="list-style-type: none"> Providing instruction and guidance on structuring existing County data into the format necessary for successful upload; Assisting the County in mapping of County data to the CADS System; Providing instruction and guidance for County on the workflows and process of completing data files for implementation of the CADS System; Provide instruction and guidance for County on the workflows and processes for the ongoing maintenance of the data files. <p>Contractor will track and validate progress on completion of the source files on an ongoing basis.</p> <p>Contractor will facilitate a final review session with County of the CADS System Data Import Design prior to the initial upload of any data files into the CADS System.</p>		<ul style="list-style-type: none"> Providing instruction and guidance on structuring existing County data into the format necessary for successful upload; Assisting the County in mapping of County data to the CADS System; Providing instruction and guidance for County on the workflows and process of completing data files for implementation of the CADS System; Provide instruction and guidance for County on the workflows and processes for the ongoing maintenance of the data files. <p>Contractor will track and validate progress on completion of the source files on an ongoing basis.</p> <p>Contractor will facilitate a final review session with County of the CADS System Data Import Design prior to the initial upload of any data files into the CADS System.</p>
Deliverable 2.3 (CADS System Data Import Design)	<ul style="list-style-type: none"> CADS System Data Import Design working sessions Draft List of data sources, workflows, processes, and source files Draft data source files Final CADS System Data Import Design and data source files approved by County Final workflows and processes documented and approved by County 	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<ul style="list-style-type: none"> CADS System Data Import Design working sessions Draft List of data sources, workflows, processes, and source files Draft data source files Final CADS System Data Import Design and data source files approved by County Final workflows and processes documented and approved by County

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
Acceptance Criteria 2.3	<ul style="list-style-type: none"> Final CADS System Data Import Design incorporates County feedback and have approved by County. Final data source files have been uploaded successfully to the CADS System, in accordance with the CADS System Data Import Design process. Deliverable addresses all elements described in Subtask 2.3 (Complete and Validate Source Files). 	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Changed from Acceptance to Deliverable. Added "Example" as some of these may not apply.</p>	<p><u>Example Deliverable Criteria:</u></p> <ul style="list-style-type: none"> Final CADS System Data Import Design incorporates County feedback and have approved by County. Final data source files have been uploaded successfully to the CADS System, in accordance with the CADS System Data Import Design process. Deliverable addresses all elements described in Subtask 2.3 (Complete and Validate Source Files).
Subtask 2.4 (Document Reports List and Work Plan)	<p>Contractor will develop a final Reports List and Work Plan that includes the County's requirements for CADS System reports that will need to be provided prior to Productive Use. To create this list, Contractor will do all of the following:</p> <ul style="list-style-type: none"> Provide the County guidance/best practices to identify reports; Review the initial Report List provided in Exhibit A.** (Cost Accounting and Decision Support System Productive Use Report List); Review standard Contractor system reports included in the CADS System; Develop Report specifications for County required reports and collect sample reports; 	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<p>Contractor will develop a final Reports List and Work Plan that includes the County's requirements for CADS System reports that will need to be provided prior to Productive Use. To create this list, Contractor will do all of the following:</p> <ul style="list-style-type: none"> Provide the County guidance/best practices to identify reports; Review the initial Report List provided in Exhibit A.** (Cost Accounting and Decision Support System Productive Use Report List); Review standard Contractor system reports included in the CADS System; Develop Report specifications for County required reports and collect sample reports;

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	<ul style="list-style-type: none"> Review Contractor’s recommendations for how to customize standard Contractor reports to meet any applicable County needs; Submit a draft Reports List for County review; Hold working sessions for each area and a follow-up session, as required, to determine the requirements for the CADS System Go-Live Reports and any gaps in Default Reporting capabilities; Incorporate County feedback into the final list of all Reporting Requirements for the CADS System Go-Live Reports; Submit the final Reports list; Draft for County review a Reports Work Plan that satisfied both of the following: <ul style="list-style-type: none"> Includes a schedule and proposed resources for the specification, design, build, validation and testing of all reports on the CADS System Reports List; and Aligns with Project Work Plan and Deployment Work Plan; Incorporate County feedback into the Reports Work Plan; Submit the final Reports Work Plan 		<ul style="list-style-type: none"> Review Contractor’s recommendations for how to customize standard Contractor reports to meet any applicable County needs; Submit a draft Reports List for County review; Hold working sessions for each area and a follow-up session, as required, to determine the requirements for the CADS System Go-Live Reports and any gaps in Default Reporting capabilities; Incorporate County feedback into the final list of all Reporting Requirements for the CADS System Go-Live Reports; Submit the final Reports list; Draft for County review a Reports Work Plan that satisfied both of the following: <ul style="list-style-type: none"> Includes a schedule and proposed resources for the specification, design, build, validation and testing of all reports on the CADS System Reports List; and Aligns with Project Work Plan and Deployment Work Plan; Incorporate County feedback into the Reports Work Plan; Submit the final Reports Work Plan
Deliverable 2.4 (Reports List and Work Plan)	<ul style="list-style-type: none"> Reports Working Sessions Agendas delivered in advance of the sessions Draft Reports List Final Reports List Draft Reports Work Plan Final Reports Work Plan 	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p>	<ul style="list-style-type: none"> Reports Working Sessions Agendas delivered in advance of the sessions Draft Reports List Final Reports List Draft Reports Work Plan Final Reports Work Plan

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Acceptance Criteria 2.4	<ul style="list-style-type: none"> Contractor completes review of draft Reports List and Work Plan with Key County Individuals as identified by the County SOW Lead. Final Reports List and Work Plan incorporates, and is consistent with, County feedback. Final Reports List and Work Plan addresses all elements described in Subtask 2.4 (Document Reports List and Work Plan). Final Reports List and Work Plan is delivered in accordance with the Agreement, Specifications and agreed delivery date, and has been Approved by County. 	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Changed from Acceptance to Deliverable. Added "Example" as some of these may not apply.</p>	<p><u>Example Deliverable Criteria:</u></p> <ul style="list-style-type: none"> Contractor completes review of draft Reports List and Work Plan with Key County Individuals as identified by the County SOW Lead. Final Reports List and Work Plan incorporates, and is consistent with, County feedback. Final Reports List and Work Plan addresses all elements described in Subtask 2.4 (Document Reports List and Work Plan). Final Reports List and Work Plan is delivered in accordance with the Agreement, Specifications and agreed delivery date, and has been Approved by County.
Subtask 2.5 (Identify and Document All User Roles and Access Modalities)	<p>Contractor will assist County in completing security data collection templates in collaboration with County.</p> <p>Contractor will review collected data and highlight issues and provide County with recommendations for addressing identified issues based upon Contractor Best Practices and other client experiences and approaches.</p> <p>Contractor will provide user security profiles documentation that includes:</p>	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p>	<p>Contractor will assist County in completing security data collection templates in collaboration with County.</p> <p>Contractor will review collected data and highlight issues and provide County with recommendations for addressing identified issues based upon Contractor Best Practices and other client experiences and approaches.</p> <p>Contractor will provide user security profiles documentation that includes:</p>

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	<ul style="list-style-type: none"> Approach to defining and documenting standardized user security profiles and required authorizations for system access, as well as for administrative access to “back office” solution components (e.g., databases, servers, production data, etc.); User roles for accessing Licensed Software, Third-Party Products, and Hosting Software; and Policies and procedures for provisioning and de-provisioning user identities based on Best Practices for identity and access management solutions. <p>In addition to documenting all User Roles and Access Modalities, the Contractor will conduct a full review with the DHS Chief Information Security Officer (DHS CISO) of the County Security Plan as to the CADS System. If needed, the Contractor will support and facilitate an update to the County Security Plan to reflect any and all changes impacted by the CADS System.</p> <p>Contractor will conduct a review session of the user security profiles documentation with County, including SMEs from all relevant SOWs and work streams.</p> <p>Contractor will incorporate County feedback and proposed changes into the user security profiles documentation and submit a final version to County for Approval.</p>	Some suggested edits. User roles are defined the county.	<ul style="list-style-type: none"> Recommended a Approach to defining and documenting standardized user security profiles and required authorizations for system access, as well as for administrative access to “back office” solution components (e.g., databases, servers, production data, etc.); User roles for accessing Licensed Software, Third-Party Products, and Hosting Software; and Policies and procedures for provisioning and de-provisioning user identities based on Best Practices for identity and access management solutions which would be managed by the County. <p>In addition to documenting all User Roles and Access Modalities, the Contractor will conduct a full review with the DHS Chief Information Security Officer (DHS CISO) of the County Security Plan as to the CADS System. If needed, the Contractor will support and facilitate an update to the County Security Plan to reflect any and all changes impacted by the CADS System.</p> <p>Contractor will conduct a review session of the user security profiles documentation with County, including SMEs from all relevant SOWs and work streams.</p> <p>Contractor will incorporate County feedback and proposed changes into the user security profiles documentation and submit a final version to County for Approval.</p>
Deliverable 2.5 (User Security Roles and Access Modalities)	<ul style="list-style-type: none"> Final data collection templates User Security Profiles Document User Security Profiles Document review session Updated Security, if necessary 	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed</p>	<ul style="list-style-type: none"> Final data collection templates User Security Profiles Document User Security Profiles Document review session Updated Security, if necessary

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		revision in the adjacent column using "track changes."	
Acceptance Criteria 2.5	<ul style="list-style-type: none"> User security profile documentation has been Approved by County. The required authorizations for system access have been approved by County. The policies and procedures for provisioning and de-provisioning user identities have been approved by County. Contractor completes review of draft User Security Profiles Document with Key County Individuals as identified by the County SOW Lead. Final User Security Profiles documents incorporate, and are consistent with, County feedback. Final User Security Profiles documents address all elements described in Subtask 2.5 (Identify and Document All User Roles and Access Modalities). Final User Security Profiles Document is delivered in accordance with this Agreement, Specifications and agreed delivery date, and has been Approved by County. County Security Plan is updated, if necessary, based on discussion with CISO and is approved by County. 	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>The County administrators will handle the authorizations for user access.</p> <p>Added "Sample Deliverables" as this will be finalized by the parties.</p>	<p><u>Example Deliverable Criteria:</u></p> <ul style="list-style-type: none"> User security profile documentation has been Approved by County. The required authorizations for system access have been approved by County. Contractor completes review of draft User Security Profiles Document with Key County Individuals as identified by the County SOW Lead. Final User Security Profiles documents incorporate, and are consistent with, County feedback. Final User Security Profiles documents address all elements described in Subtask 2.5 (Identify and Document All User Roles and Access Modalities). Final User Security Profiles Document is delivered in accordance with this Agreement, Specifications and agreed delivery date, and has been Approved by County. County Security Plan is updated, if necessary, based on discussion with CISO and is approved by County.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
Subtask 2.6 (Document Detailed Design for County CADS System)	<p>Contractor will develop a final Detailed Design Document that includes the County design specifications for the Licensed Software build based on the data collected and decisions made during the activities associated with Subtasks 2.1 through 2.5, inclusive, of this SOW and any design workshops with the County Workgroup necessary to complete the design.</p> <p>The Licensed Software final Detailed Design Document shall include documentation on all design decisions, including:</p> <ul style="list-style-type: none"> • The key design decisions and desired outcomes related to the CADS System; • The implications of key design decisions related to integration with existing third-party and County systems; • The data collection and decision documents approved by County; • Whether the decision followed Contractor's recommendation or not; and • Justification for not following a Contractor recommendation. <p>Contractor will submit a draft Detailed Design Document for County review and facilitate a review session with the County Workgroup.</p> <p>Contractor will solicit and incorporate County input into the draft final Detailed Design Document, then submit the final Detailed Design Document for County Approval.</p>	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>There is not custom design work so this language was deleted.</p>	<p>Contractor will develop a final Detailed Design Document that includes the County design specifications for the Licensed Software build based on the data collected and decisions made during the activities associated with Subtasks 2.1 through 2.5, inclusive, of this SOW and any design workshops with the County Workgroup necessary to complete the design.</p> <p>The Licensed Software final Detailed Design Document shall include documentation on all design decisions, including:</p> <ul style="list-style-type: none"> • The key design decisions and desired outcomes related to the CADS System; • The implications of key design decisions related to integration with existing third-party and County systems; • The data collection and decision documents approved by County; • Whether the decision followed Contractor's recommendation or not; and • Justification for not following a Contractor recommendation. <p>Contractor will submit a draft Detailed Design Document for County review and facilitate a review session with the County Workgroup.</p> <p>Contractor will solicit and incorporate County input into the draft final Detailed Design Document, then submit the final Detailed Design Document for County Approval.</p>
Deliverable 2.6 (Detailed Design Document for	<ul style="list-style-type: none"> • Completed data collection • List of participants, agenda, and findings from any design workshops • Draft Detailed Design Document 	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/>	<ul style="list-style-type: none"> • Completed data collection • List of participants, agenda, and findings from any design workshops • Draft Detailed Design Document

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County CADS System)	<ul style="list-style-type: none"> Final Detailed Design Document 	<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>There is not custom design work so this language was deleted.</p>	<ul style="list-style-type: none"> Final Detailed Design Document
Acceptance Criteria 2.6	<ul style="list-style-type: none"> Contractor completes review of draft Detailed Design Document with Key County Individuals as identified by the County SOW Lead. Content and functional coverage of system build is included in final Detailed Design Document. Final Detailed Design Document incorporates, and is consistent with, County feedback. Final Detailed Design Document addresses all elements described in Subtask 2.6 (Document Detailed Design for County CADS System). Final Detailed Design Document is delivered in accordance with the Agreement, Specifications and agreed delivery date, and has been Approved by County. 	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>There is not custom design work so this language was deleted.</p>	<ul style="list-style-type: none"> Contractor completes review of draft Detailed Design Document with Key County Individuals as identified by the County SOW Lead. Content and functional coverage of system build is included in final Detailed Design Document. Final Detailed Design Document incorporates, and is consistent with, County feedback. Final Detailed Design Document addresses all elements described in Subtask 2.6 (Document Detailed Design for County CADS System). Final Detailed Design Document is delivered in accordance with the Agreement, Specifications and agreed delivery date, and has been Approved by County.
Task 3 (Build and Implement Cost	Contractor will provide the Services to implement the CADS System and achieve Final Acceptance by County.	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p>	Contractor will provide the Services to implement the CADS System <u>to complete all Deliverables</u> and achieve

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Accounting and Decision Support System)	As part of this task, the Contractor will conduct configuration and installation activities for the CADS System.	<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Remove the concept of acceptance and changed to deliverables.</p>	Final Acceptance by County. As part of this task, the Contractor will conduct configuration and installation activities for the CADS System.
Subtask 3.1 (Stand Up the Domains Required for the CADS System)	<p>Contractor shall stand up the Domains required for the CADS System.</p> <p>Contractor will develop new system architecture specifications that include:</p> <ul style="list-style-type: none"> Information and database architecture; <ul style="list-style-type: none"> Application architecture, including Downtime access architecture; Network architecture; Interface architecture; User access architecture; Network and system monitoring architecture; Backup and disaster recovery architecture; and Scalability and capacity planning during deployment and maintenance and operations taking into account County estimates for future expansion. <p>Contractor will:</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>We will not be designing customer architecture / hardware specifications.</p>	<p>Contractor shall stand up the Domains required for the CADS System.</p> <p><u>Upon request,</u> Contractor will develop <u>provide new</u> system architecture specifications that include:</p> <ul style="list-style-type: none"> Information and database architecture; <ul style="list-style-type: none"> Application architecture, including Downtime access architecture; Network architecture; Interface architecture; User access architecture; Network and system monitoring architecture; Backup and disaster recovery architecture; and Scalability and capacity planning during deployment and maintenance and operations taking into account County estimates for future expansion. <p>Contractor will:</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	<ul style="list-style-type: none"> Lead and facilitate discussion with County regarding domain strategy / mapping; Develop draft system architecture specifications; Conduct a review session with County; Incorporate County feedback; and Submit a final version to County for Approval. <p>Contractor will develop new system architecture specifications that include:</p> <ul style="list-style-type: none"> Specifications for Contractor-hosted hardware; Hardware and operating system specifications for County-owned or approved devices; Requirements for rack space, network infrastructure, power, and physical environment to accommodate Contractor-owned equipment on County premises; and Physical network and points of demarcation. Contractor will develop technical architecture document and submit to County for Approval. <p>Contractor will initiate and perform the tasks set forth in the Remote Hosting Services Plan and applicable SOWs necessary during all stages of the Project in accordance with the Agreement and Exhibit N (Additional Hosting Services Terms and Conditions), including:</p> <ul style="list-style-type: none"> Design and build; Testing; and Training. <p>Contractor will ensure that the domains necessary for build, testing, training, and production are established</p>		<ul style="list-style-type: none"> Lead and facilitate discussion with County regarding domain strategy / mapping; Develop draft system architecture specifications; Conduct a review session with County; Incorporate County feedback; and Submit a final version to County for Approval. <p><u>Upon request,</u> Contractor will develop new system architecture <u>provide</u> specifications that include:</p> <ul style="list-style-type: none"> Specifications for Contractor-hosted hardware; Hardware and operating system specifications for County-owned or approved devices; Requirements for rack space, network infrastructure, power, and physical environment to accommodate Contractor-owned equipment on County premises; and Physical network and points of demarcation. Contractor will develop technical architecture document and submit to County for Approval. <p>Contractor will initiate and perform the tasks set forth in the Remote Hosting Services Plan and applicable SOWs necessary during all stages of the Project in accordance with the Agreement and Exhibit N (Additional Hosting Services Terms and Conditions), including:</p> <ul style="list-style-type: none"> Design and build; Testing; and Training. <p>Contractor will ensure that the domains necessary for build, testing, training, and production are established</p>

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	and successfully tested in accordance with the applicable SOWs under this Agreement.		and successfully tested in accordance with the applicable SOWs under this Agreement.
Deliverable 3.1 (Required Domains for County CADS System Implemented)	<ul style="list-style-type: none"> System architecture document and diagram Technical architecture document and diagram. Hosting Services provided Domains necessary for the build, testing, training, and production of the CADS System 	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Modified based on what we will be providing.</p>	<ul style="list-style-type: none"> System architecture document and diagram Technical architecture document and diagram. Hosting Services provided Domains necessary for the build, testing, training, and production of the CADS System
Acceptance Criteria 3.1	<ul style="list-style-type: none"> System architecture documentation is approved by the County. Technical architecture documentation is approved by the County. Hosting services are provided as set forth in the Agreement and applicable SOWs. Necessary domains for build, testing, training, and production have been established and successfully tested. Deliverable addresses all elements described in Subtask 3.1 (Stand Up the Domains Required for the CADS System). 	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Modified based on what we will be providing.</p>	<ul style="list-style-type: none"> System architecture documentation is approved by the County. Technical architecture documentation is approved by the County. Hosting services are provided as set forth in the Agreement and applicable SOWs. Necessary domains for build, testing, training, and production have been established and successfully tested. Deliverable addresses all elements described in Subtask 3.1 (Stand Up the Domains Required for the CADS System).

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Subtask 3.2 (Configure CADS System to Meet Requirements)	<p>Contractor will configure the CADS System and content to meet the requirements of this SOW, including the final Detailed Design Document.</p> <p>Specific Contractor activities include:</p> <ul style="list-style-type: none"> Review all data source systems to ensure the setup is correct for appropriate linkage to the CADS System and assist County with any necessary changes as needed for the appropriate linkage to the CADS System; Report weekly on progress towards a complete build and alert County of any issues or risks; and Notify County when the CADS System has been fully configured to include all requirements related to the CADS System. 	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Removed the reference to the design document.</p>	<p>Contractor will configure the CADS System and content to meet the requirements of this SOW, including the final Detailed Design Document.</p> <p>Specific Contractor activities include:</p> <ul style="list-style-type: none"> Review all data source systems to ensure the setup is correct for appropriate linkage to the CADS System and assist County with any necessary changes as needed for the appropriate linkage to the CADS System; Report weekly on progress towards a complete build and alert County of any issues or risks; and Notify County when the CADS System has been fully configured to include all requirements related to the CADS System.
Deliverable 3.2 (CADS System Configured)	<ul style="list-style-type: none"> Complete the CADS System Build Written weekly updates on status of release and defect fixes as part of the Project Status Report 	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<ul style="list-style-type: none"> Complete the CADS System Build Written weekly updates on status of release and defect fixes as part of the Project Status Report

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Acceptance Criteria 3.2	<ul style="list-style-type: none"> County has validated that the CADS System build meets specifications as documented in the final Detailed Design Document and is ready for testing. Deliverable addresses all elements described in Subtask 3.2 (Configure CADS System to Meet Requirements). 	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <p>Changed from Acceptance to Deliverable. Added "Example" as some of these may not apply.</p>	<p><u>Example Deliverable Criteria:</u></p> <ul style="list-style-type: none"> County has validated that the CADS System build meets specifications as documented in the final Detailed Design Document and is ready for testing. Deliverable addresses all elements described in Subtask 3.2 (Configure CADS System to Meet Requirements).
Subtask 3.3 (Build Reports)	<p>Contractor will build all required CADS System reports according to the final Reports List and Reports Work Plan defined in Subtask 2.3 (Develop Reports List and Work Plan).</p> <p>Contractor will:</p> <ul style="list-style-type: none"> Map any Contractor provided standard reports to required County required reports from Subtask 2.4 (Document Reports List and Work Plan); Manage the build of all Cost Accounting reports using a Contractor-maintained reports tracker and provide written weekly progress reports against the Reports Work Plan and final Reports List under Subtask 2.3 (Develop Reports List and Work Plan); Facilitate weekly reporting meetings (with the County, the workgroups, and with Contractor Personnel) to monitor the progress of creation of 	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p>	<p>Contractor will build all required CADS System reports according to the final Reports List and Reports Work Plan defined in Subtask 2.3 (Develop Reports List and Work Plan).</p> <p>Contractor will:</p> <ul style="list-style-type: none"> Map any Contractor provided standard reports to required County required reports from Subtask 2.4 (Document Reports List and Work Plan); Manage the build of all Cost Accounting reports using a Contractor-maintained reports tracker and provide written weekly progress reports against the Reports Work Plan and final Reports List under Subtask 2.3 (Develop Reports List and Work Plan); Facilitate weekly reporting meetings (with the County, the workgroups, and with Contractor Personnel) to monitor the progress of creation of

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	<p>all Cost Accounting reports identified in the Reports Working Sessions under Subtask 2.4 (Document Reports List and Work Plan);</p> <ul style="list-style-type: none"> • Notify County regularly in writing on issues and risks identified related to the quality and schedule of reports being built, along with applicable resolution and mitigation activities; • Advise and assist the County reporting team as needed; and • Assist in troubleshooting issues with custom Cost Accounting reports in production. <p>Contractor will support County in the development of Cost Accounting reports, including review and validation of County-created Cost Accounting reports.</p>		<p>all Cost Accounting reports identified in the Reports Working Sessions under Subtask 2.4 (Document Reports List and Work Plan);</p> <ul style="list-style-type: none"> • Notify County regularly in writing on issues and risks identified related to the quality and schedule of reports being built, along with applicable resolution and mitigation activities; • Advise and assist the County reporting team as needed; and • Assist in troubleshooting issues with custom Cost Accounting reports in production. <p>Contractor will support County in the development of Cost Accounting reports, including review and validation of County-created Cost Accounting reports.</p>
Deliverable 3.3 (Reports Built)	<ul style="list-style-type: none"> • Report creation and maintenance • Completed tracker of reports built • Updated Reports Work Plan, if applicable • Documentation that complete list of all Cost Accounting reports defined in Subtask 2.3 (Develop Reports List and Work Plan) has been built and is ready for testing • Documentation of weekly calls 	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<ul style="list-style-type: none"> • Report creation and maintenance • Completed tracker of reports built • Updated Reports Work Plan, if applicable • Documentation that complete list of all Cost Accounting reports defined in Subtask 2.3 (Develop Reports List and Work Plan) has been built and is ready for testing • Documentation of weekly calls
Acceptance Criteria 3.3	<ul style="list-style-type: none"> • Written weekly progress reports have been provided on the completion of the reports. 	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p>	<p><u>Sample Deliverable Criteria:</u></p> <ul style="list-style-type: none"> • Written weekly progress reports have been provided on the completion of the reports.

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	<ul style="list-style-type: none"> Regular written notifications have been made of issues and risks related to the quality and schedule of reports listed on the final Reports list. Reports Work Plan has been completed for and includes any County review updates. All reports on final Reports List are completed and approved for testing by County. Deliverable addresses all elements described in Subtask 3.3 (Build Reports). 	<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <p>Changed from Acceptance to Deliverable. Added “Example” as some of these may not apply.</p>	<ul style="list-style-type: none"> Regular written notifications have been made of issues and risks related to the quality and schedule of reports listed on the final Reports list. Reports Work Plan has been completed for and includes any County review updates. All reports on final Reports List are completed and approved for testing by County. Deliverable addresses all elements described in Subtask 3.3 (Build Reports).
Subtask 3.4 (Develop Interfaces for All Data Source Systems)	<p>For Interfaces and extracts (i) identified in Exhibit A.** (Cost Accounting and Decision Support System Data Sources and Interfaces), or (ii) needed to deliver the CADS System, Contractor will (1) develop the Interface and extract specifications, (2) utilize the DHS supported interface engine or tool used to support the CADS System to create and manage the Interface transactions, and (3) initiate the County designed workflows and processes to input the extracts on an ongoing basis.</p> <p>For all Interfaces, Contractor will:</p> <ul style="list-style-type: none"> Update the Interface Specifications Document, including: <ul style="list-style-type: none"> Name and high level description of the County system with which an Interface is required, and a description of the purpose and function of the Interface; Requirements of the CADS System to receive required elements and values; including: 	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or X “No”</p> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <p>Some of these items may not apply so added the word “may” as we will need to discuss which of these items will be in scope for this project.</p>	<p>For Interfaces and extracts (i) identified in Exhibit A.** (Cost Accounting and Decision Support System Data Sources and Interfaces), or (ii) needed to deliver the CADS System, Contractor <u>may (1)</u> develop the Interface and extract specifications, (2) utilize the DHS supported interface engine or tool used to support the CADS System to create and manage the Interface transactions, and (3) initiate the County designed workflows and processes to input the extracts on an ongoing basis.</p> <p>For all Interfaces, Contractor <u>will may</u>:</p> <ul style="list-style-type: none"> Update the Interface Specifications Document, including: <ul style="list-style-type: none"> Name and high level description of the County system with which an Interface is required, and a description of the purpose and function of the Interface; Requirements of the CADS System to receive required elements and values; including:

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	<ul style="list-style-type: none"> ▪ Elements and values required by County, the Contractor, and any third-party vendor; and ▪ Detailed description of what the Interface can or cannot accommodate, and alternatives where required. <ul style="list-style-type: none"> ○ DHS supported interface engine(s) that will be used to manage the Interface transactions; ○ List of transactions and data content for Interfaces required for each County system; ○ Specifications for mapping, aliasing and/or transforming the data to conform to the applicable system and to the Licensed Software, including (a) which engine will be used for the transformation of the data, and (b) which data elements County wants to retain in the CADS System via the Interface; ○ Processes and requirements for Interface management, including filtering, throttling, queuing, retention period, and resending/republishing of messages; ○ Performance requirements for each transaction, including real time vs. periodic, latency, etc.; ○ Established standard for the Interface transaction (e.g., HL7, ASTM, X12, FHIR, JASON, SOAP, etc.) which will be used for the necessary Interface. If a standard cannot be met, Contractor will propose an alternative (including justification for 		<ul style="list-style-type: none"> ▪ Elements and values required by County, the Contractor, and any third-party vendor; and ▪ Detailed description of what the Interface can or cannot accommodate, and alternatives where required. <ul style="list-style-type: none"> ○ DHS supported interface engine(s) that will be used to manage the Interface transactions, <u>if applicable</u>; ○ List of transactions and data content for Interfaces required for each County system; ○ Specifications for mapping, aliasing and/or transforming the data to conform to the applicable system and to the Licensed Software, including (a) which engine will be used for the transformation of the data, and (b) which data elements County wants to retain in the CADS System via the Interface; ○ Processes and requirements for Interface management, including filtering, throttling, queuing, retention period, and resending/republishing of messages; ○ Performance requirements for each transaction, including real time vs. periodic, latency, etc.; ○ Established standard for the Interface transaction (e.g., HL7, ASTM, X12, FHIR, JASON, SOAP, etc.) which will be used for the necessary Interface. If a standard cannot be met, Contractor will propose an alternative (including justification for

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	<p>using something other than an established standard);</p> <ul style="list-style-type: none"> ○ Specifications of the data and transport mechanisms required for the Interface transaction; ○ Specifications of system operating requirements for the Interface; ○ Specifications for monitoring the traffic through the Interface, and reporting requirements to County for unusual traffic; ○ Requirements for identification of exception types and exception processing of transactions; ○ Specifications for downtime and recovery strategy for each Interface; ○ Specifications for Interface connectivity including: <ul style="list-style-type: none"> ▪ TCP/IP addresses; ▪ Ports and firewall rules; ▪ Client engines; and ▪ Security certifications/VPN. ○ System administrator account provisioning requirements for Interface access and control; ○ Bandwidth requirements and transaction volumes, jointly with County and Contractor Interface architect, County and Contractor Systems Engineer; ○ The role and required contributions of applicable third-party vendors, if any, for the Interface (both to build and maintain the Interface); 		<p>using something other than an established standard);</p> <ul style="list-style-type: none"> ○ Specifications of the data and transport mechanisms required for the Interface transaction; ○ Specifications of system operating requirements for the Interface; ○ Specifications for monitoring the traffic through the Interface, and reporting requirements to County for unusual traffic; ○ Requirements for identification of exception types and exception processing of transactions; ○ Specifications for downtime and recovery strategy for each Interface; ○ Specifications for Interface connectivity including: <ul style="list-style-type: none"> ▪ TCP/IP addresses; ▪ Ports and firewall rules; ▪ Client engines; and ▪ Security certifications/VPN. ○ System administrator account provisioning requirements for Interface access and control; ○ Bandwidth requirements and transaction volumes, jointly with County and Contractor Interface architect, County and Contractor Systems Engineer; ○ The role and required contributions of applicable third-party vendors, if any, for the Interface (both to build and maintain the Interface);

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	<ul style="list-style-type: none"> Track progress on Deliverables and report progress as well as issues and risks in the weekly Project Status Reports; Update and maintain a risk matrix related to the completion of Interfaces Specifications and alert County of any risks to schedule; Provide build Documentation and descriptions for successful ongoing maintenance and support of Contractor-provided Services. Configure, code, and test all applications, application extensions, and data acquisition/Interfaces in accordance with the functional and technical Interface Specifications Document; Build custom tables as to the data sources and extracts identified in Exhibit A.3 (Cost Accounting and Decision Support System Data Sources and Interfaces) within the CADS System as applicable to enable the CADS System to utilize the Interface data as described in Exhibits A.** (Cost Accounting and Decision Support System Scenarios and Outcomes) and A.** (Cost Accounting and Decision Support System Requirements); and Contractor will notify County once each Interface build as documented in the Interfaces Specifications is complete. <p>Contractor will develop a process to validate the integrity of the upload of data through each interface and through manual uploads for sources for which an interface cannot be built. This process will include an exception report through which County can determine the points of failure.</p> <p>Contractor will develop and provide a data map for County's content in the Data Repository.</p>		<ul style="list-style-type: none"> Track progress on Deliverables and report progress as well as issues and risks in the weekly Project Status Reports; Update and maintain a risk matrix related to the completion of Interfaces Specifications and alert County of any risks to schedule; Provide build Documentation and descriptions for successful ongoing maintenance and support of Contractor-provided Services. Configure, code, and test all applications, application extensions, and data acquisition/Interfaces in accordance with the functional and technical Interface Specifications Document; <u>If applicable</u>, Build custom tables as to the data sources and extracts identified in Exhibit A.3 (Cost Accounting and Decision Support System Data Sources and Interfaces) within the CADS System as applicable to enable the CADS System to utilize the Interface data as described in Exhibits A.** (Cost Accounting and Decision Support System Scenarios and Outcomes) and A.** (Cost Accounting and Decision Support System Requirements); and Contractor will notify County once each Interface build as documented in the Interfaces Specifications is complete. <p>Contractor will develop a process to validate the integrity of the upload of data through each interface and through manual uploads for sources for which an interface cannot be built. This process will include an exception report through which County can determine the points of failure.</p>

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			Contractor will develop and provide a data map for County's content in the Data Repository.
Deliverable 3.4 (Interfaces for All Data Source Systems Built)	<ul style="list-style-type: none"> Interface Release Schedule Interfaces built which conform to the functional and technical Interface Specifications Document Exception identification process and report Data map for the Data Repository 	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>We are not sure what is meant by an interface release schedule.</p>	<ul style="list-style-type: none"> <u>If applicable</u>, Interface Release Schedule Interfaces built which conform to the functional and technical Interface Specifications Document Exception identification process and report Data map for the Data Repository
Acceptance Criteria 3.4	<ul style="list-style-type: none"> County Approved Interface Release Schedule Interface build completion document provided by Contractor is Approved by County The exception identification process and report have been Approved by County and will be available for County to use on an ongoing basis, even after the Project is transitioned to production support. Deliverable addresses all elements described in Subtask 3.4 (Develop Interfaces for All Data Source Systems). 	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<ul style="list-style-type: none"> <u>If applicable</u>, County Approved Interface Release Schedule Interface build completion document provided by Contractor is Approved by County The exception identification process and report have been Approved by County and will be available for County to use on an ongoing basis, even after the Project is transitioned to production support. Deliverable addresses all elements described in Subtask 3.4 (Develop Interfaces for All Data Source Systems).

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Task 4 (Testing)	<p>Contractor will develop a comprehensive Test Plan with input and participation from County covering all testing necessary to confirm that the Licensed Software, Third-Party Products, Modules, and all components of the CADS System function in an integrated fashion in accordance with the County requirements.</p> <p>Contractor will provide Services with County input and participation to develop test scripts, test scenarios, associated test conditions and expected results for CADS System Testing.</p> <p>Contractor will monitor the progress, and validate completion, of all prerequisites to the CADS System identified in the Test Plan. Contractor will assist County in performing End-to-End testing in accordance with the Test Plan developed in Subtask 4.1 (Develop Test Plan for Full Test Cycle).</p>	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or X "No"</p> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <p>All testing will be done to ensure that the Programs operate in accordance with the published Program User Guides.</p>	<p>Contractor will develop a comprehensive Test Plan with input and participation from County covering all testing necessary to confirm that the Licensed Software, Third-Party Products, Modules, and all components of the CADS System function in an integrated fashion in accordance with the <u>Program County requirements User Guides</u>.</p> <p>Contractor will provide Services with County input and participation to develop test scripts, test scenarios, associated test conditions and expected results for CADS System Testing.</p> <p>Contractor will monitor the progress, and validate completion, of all prerequisites to the CADS System identified in the Test Plan. Contractor will assist County in performing End-to-End testing in accordance with the Test Plan developed in Subtask 4.1 (Develop Test Plan for Full Test Cycle).</p>
Subtask 4.1 (Develop Test Plan for Full Test Cycle)	<p>Contractor will develop a Test Plan document with input and participation from County that identifies all major aspects and phases of testing throughout the Project, including a test plan that specifically addresses testing for each entity (as needed). The Test Plan will include end-to-end testing for CADS System and reporting. In addition, the test plan will include testing for Additional Software, required to deliver the CADS System to ensure the CADS System operates in accordance with the Detailed Design Document and Acceptance Criteria. The Test Plan will detail Contractor's approach to performing and/or supporting the following testing phases:</p> <ul style="list-style-type: none"> • Reference Record Testing • Internal Validation 	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <p>All testing will be done to ensure that the Programs operate in accordance with the published Program User Guides.</p>	<p>Contractor will develop a Test Plan document with input and participation from County that identifies all major aspects and phases of testing throughout the Project, including a test plan that specifically addresses testing for each entity (as needed). The Test Plan will include end-to-end testing for CADS System and reporting. In addition, the test plan will include testing for Additional Software, required to deliver the CADS System to ensure the CADS System operates in accordance with the <u>Detailed Design Document and Acceptance Criteria-Program User Guides</u></p> <p>The Test Plan <u>will may</u> detail Contractor's approach to performing and/or supporting the following testing phases:</p> <ul style="list-style-type: none"> • Reference Record Testing • Internal Validation

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	<ul style="list-style-type: none"> • Future State Validation <p>The Test Plan will include a test approach for each testing phase and facility (as applicable). The test approach will include:</p> <ul style="list-style-type: none"> • Test overview including objectives and coverage; • Testing control; • Resourcing, including staffing (i.e., test user roles), infrastructure and communication protocols; • Contractor and third-party vendor roles and responsibilities; • How County will participate in the testing, including detailed roles and responsibilities; • Test schedule with key dates and Deliverables; • Identification of recommended prerequisites to begin each testing phase; • Testing sequence and interdependencies between testing phases; • Testing metrics (expected outcomes, including reports); • Configuration management; • Change control; • Tester training; • Exit criteria; • Required artifacts that cover all applicable Domains, Venues and Locations, including: <ul style="list-style-type: none"> ○ Test scenarios (narrative); ○ Test script template (step-by-step); and • Defect severity definitions; • Procedures for defect identification, resolution, retesting and escalation; and communication related to each of these steps; 	<p>The test plan detail documentation will be established between the parties once the detailed scoping discussion occurs.</p>	<ul style="list-style-type: none"> • Future State Validation <p>The Test Plan will include a test approach for each testing phase and facility (as applicable). The test approach will include:</p> <ul style="list-style-type: none"> • Test overview including objectives and coverage; • Testing control; • Resourcing, including staffing (i.e., test user roles), infrastructure and communication protocols; • Contractor and third-party vendor roles and responsibilities; • How County will participate in the testing, including detailed roles and responsibilities; • Test schedule with key dates and Deliverables; • Identification of recommended prerequisites to begin each testing phase; • Testing sequence and interdependencies between testing phases; • Testing metrics (expected outcomes, including reports); • Configuration management; • Change control; • Tester training; • Exit criteria; • Required artifacts that cover all applicable Domains, Venues and Locations, including: <ul style="list-style-type: none"> ○ Test scenarios (narrative); ○ Test script template (step-by-step); and • Defect severity definitions; • Procedures for defect identification, resolution, retesting and escalation; and communication related to each of these steps;

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	<ul style="list-style-type: none"> Test tools, both Contractor provided and County owned; and Assumptions, issues and risks. <p>Contractor will develop a draft Test Plan and submit it to County for review and feedback.</p> <p>Contractor will review and incorporate County feedback and proposed changes into the Test Plan and submit a final version to the County for Approval.</p> <p>Throughout the project, Contractor will review and update the Test Plan as required by County to increase testing effectiveness and efficiency and resolve testing problems, and submit any Test Plan updates to County for review and Approval</p>		<ul style="list-style-type: none"> Test tools, both Contractor provided and County owned; and Assumptions, issues and risks. <p>Contractor will develop a draft Test Plan and submit it to County for review and feedback.</p> <p>Contractor will review and incorporate County feedback and proposed changes into the Test Plan and submit a final version to the County for Approval.</p> <p>Throughout the project, Contractor will review and update the Test Plan as required by County to increase testing effectiveness and efficiency and resolve testing problems, and submit any Test Plan updates to County for review and Approval</p>
Deliverable 4.1 (Test Plan for Full Test Cycle)	<ul style="list-style-type: none"> Draft Test Plan Final Test Plan 	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<ul style="list-style-type: none"> Draft Test Plan Final Test Plan
Acceptance Criteria 4.1	<ul style="list-style-type: none"> Contractor completes review of draft Test Plan with Key County Individuals as identified by the County SOW Lead. Final Test Plan incorporates, and is consistent with, County feedback. 	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/>	<p><u>Example Deliverable Criteria:</u></p> <ul style="list-style-type: none"> Contractor completes review of draft Test Plan with Key County Individuals as identified by the County SOW Lead.

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	<ul style="list-style-type: none"> Final Test Plan addresses all Test Plan elements described in Subtask 4.1 (Develop Test Plan for Full Test Cycle). Final Test Plan is delivered in accordance with the Agreement, Specifications and agreed delivery date, and has been Approved by County. 	<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Changed Acceptance to Deliverable. Added Example as these will be finalized by the parties during a detailed scoping discussion.</p>	<ul style="list-style-type: none"> Final Test Plan incorporates, and is consistent with, County feedback. Final Test Plan addresses all Test Plan elements described in Subtask 4.1 (Develop Test Plan for Full Test Cycle). Final Test Plan is delivered in accordance with the Agreement, Specifications and agreed delivery date, and has been Approved by County.
Subtask 4.2 (Develop Test Scripts, Test Scenarios, and Test Catalog)	<p>Contractor will support County’s development of test scripts, test scenarios, associated test conditions, and expected results. Test script samples, template, and test scenarios will take into account departmental workflows, County-provided policies and procedures, County-provided actual scenarios, and cross-departmental processes, and activities across all Domains, Venues and Locations at County for CADS System testing in accordance with Subtask 4.1 (Develop Test Plan for Full Test Cycle).</p> <p>Contractor will:</p> <ul style="list-style-type: none"> Provide County with samples of test scripts and test scenarios; Work with County to identify and document relevant test scenarios; Document test scenarios and test data requirements; Support County in developing detailed test scripts built upon Contractor-provided samples; 	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>Contractor will support County’s development of test scripts, test scenarios, associated test conditions, and expected results. Test script samples, template, and test scenarios will take into account departmental workflows, County-provided policies and procedures, County-provided actual scenarios, and cross-departmental processes, and activities across all Domains, Venues and Locations at County for CADS System testing in accordance with Subtask 4.1 (Develop Test Plan for Full Test Cycle).</p> <p>Contractor will:</p> <ul style="list-style-type: none"> Provide County with samples of test scripts and test scenarios; Work with County to identify and document relevant test scenarios; Document test scenarios and test data requirements; Support County in developing detailed test scripts built upon Contractor-provided samples;

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	<ul style="list-style-type: none"> Review and test County-adapted test scripts and recommend revisions to ensure scripts are comprehensive and effective to test all Licensed Software and Third-Party Product content and functionality; Monitor progress on test script and development; Validate completeness of test scripts and to ensure that test scripts and test scenarios take into account departmental workflows and County provided policies and procedures; Notify County of any risks to schedule, quality or completeness of the test scripts and common test data being developed; Identify systemic issues related to completion of test scripts or test data (e.g., time management, complexity, data quality, and training issues) and provide County with recommendations for addressing them (e.g., through additional training and augmenting resources); Provide recommendations on grouping test scenarios and conditions into test cycles to maximize efficient test execution; Develop issue tracking form; Archive test scripts after all testing phases are completed; and Deliver additional training on test scripts data development to County personnel as needed. <p>The test scenarios will include, but not be limited to, tests regarding the design and the proper functioning of the CADS System in accordance with the Specifications. Contractor will develop a test script template catalog and submit it to County for review, localization and feedback.</p>		<ul style="list-style-type: none"> Review and test County-adapted test scripts and recommend revisions to ensure scripts are comprehensive and effective to test all Licensed Software and Third-Party Product content and functionality; Monitor progress on test script and development; Validate completeness of test scripts and to ensure that test scripts and test scenarios take into account departmental workflows and County provided policies and procedures; Notify County of any risks to schedule, quality or completeness of the test scripts and common test data being developed; Identify systemic issues related to completion of test scripts or test data (e.g., time management, complexity, data quality, and training issues) and provide County with recommendations for addressing them (e.g., through additional training and augmenting resources); Provide recommendations on grouping test scenarios and conditions into test cycles to maximize efficient test execution; Develop issue tracking form; Archive test scripts after all testing phases are completed; and Deliver additional training on test scripts data development to County personnel as needed. <p>The test scenarios will include, but not be limited to, tests regarding the design and the proper functioning of the CADS System in accordance with the Specifications. Contractor will develop a test script template catalog and submit it to County for review, localization and feedback.</p>

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	Contractor will review and incorporate County feedback and proposed changes into the test script catalog and submit a final version to County for Approval.		Contractor will review and incorporate County feedback and proposed changes into the test script catalog and submit a final version to County for Approval.
Deliverable 4.2 (Test Scripts, Test Scenarios, and Test Catalog)	<ul style="list-style-type: none"> • Sample test scripts • Final issue tracking form • Test script catalog 	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<ul style="list-style-type: none"> • Sample test scripts • Final issue tracking form • Test script catalog
Acceptance Criteria 4.2	<ul style="list-style-type: none"> • Final Test Materials addresses all elements described in Subtask 4.2 (Develop Test Scripts, Test Scenarios, and Test Catalog) • Final Test Scripts, Test Scenarios, and Test Catalog is delivered in accordance with the Agreement, Specifications and agreed delivery date, and has been Approved by County. 	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Changed Acceptance to Deliverable. These are examples which will be finalized by the parties in a scoping discussion.</p>	<p><u>Example Deliverable Criteria:</u></p> <ul style="list-style-type: none"> • Final Test Materials addresses all elements described in Subtask 4.2 (Develop Test Scripts, Test Scenarios, and Test Catalog) • Final Test Scripts, Test Scenarios, and Test Catalog is delivered in accordance with the Agreement, Specifications and agreed delivery date, and has been Approved by County.

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Subtask 4.3 (Conduct Full Cycle Testing)	<p>Contractor will assist County in conducting implementation testing, record progress, and validate completion of all prerequisites to CADS System testing identified in the Test Plan. Contractor will:</p> <ul style="list-style-type: none"> Monitor the progress of all prerequisites to CADS System Testing identified in the Test Plan; Use the test scripts selected and developed in Subtask 4.2 (Develop Scripts, Test Scenarios, and Test Catalog) to conduct Contractor Internal Validation prior to County's CADS System Testing; Notify County of any issues, problems or incidents affecting the completion of any prerequisites to CADS System Testing in accordance with the timeline identified in the Test Plan; Validate the completion of all CADS System Testing prerequisites identified in the Test Plan; and Notify County when all prerequisites to CADS System Testing identified in the Test Plan have been completed. <p>Contractor will jointly decide with County through the governance process when the CADS System build is ready to move to End-to-End Testing.</p> <p>Contractor will perform CADS System Testing in accordance with the Test Plan and assist County in performing End-to-End Testing activities. Contractor will:</p> <ul style="list-style-type: none"> Provide on-site support during County's CADS System Testing activities in accordance with Test Plan and test scripts developed in Subtask 4.1 (Develop Test Plan for Full Test Cycle) and Subtask 	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or X "No"</p> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <p>Some of these test plan requirements may not apply. This needs to be discussed via a scoping discussion between the parties.</p> <p>Also, onsite support for testing is generally not needed.</p>	<p>Contractor will assist County in conducting implementation testing, record progress, and validate completion of all prerequisites to CADS System testing identified in the Test Plan. Contractor will<u>may</u>:</p> <ul style="list-style-type: none"> Monitor the progress of all prerequisites to CADS System Testing identified in the Test Plan; Use the test scripts selected and developed in Subtask 4.2 (Develop Scripts, Test Scenarios, and Test Catalog) to conduct Contractor Internal Validation prior to County's CADS System Testing; Notify County of any issues, problems or incidents affecting the completion of any prerequisites to CADS System Testing in accordance with the timeline identified in the Test Plan; Validate the completion of all CADS System Testing prerequisites identified in the Test Plan; and Notify County when all prerequisites to CADS System Testing identified in the Test Plan have been completed. <p>Contractor will jointly decide with County through the governance process when the CADS System build is ready to move to End-to-End Testing.</p> <p>Contractor will perform CADS System Testing in accordance with the Test Plan and assist County in performing End-to-End Testing activities. Contractor will:</p> <ul style="list-style-type: none"> <u>If applicable</u>, Provide on-site support during County's CADS System Testing activities in accordance with Test Plan and test scripts developed in Subtask 4.1 (Develop Test Plan for

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	<p>4.2 (Develop Scripts, Test Scenarios, and Test Catalog), respectively;</p> <ul style="list-style-type: none"> Review County log of Errors and defects; Resolve all Errors and defects impacting Go-Live and support County personnel in troubleshooting issues; Assist County with re-testing defect fixes; Regularly communicate with County regarding status and schedule of CADS System Testing; and Document test results. <p>Contractor will monitor status and schedule of CADS System Testing and support re-testing resolved defects. Contractor will conduct daily wrap-up sessions that include:</p> <ul style="list-style-type: none"> CADS System Testing progress update; Review of open issues; and Strategy and schedule for resolution of defects. <p>Contractor will assist County in conducting requirements of End-to-End Testing as identified in the Test Plan.</p> <p>Throughout testing Contractor will:</p> <ul style="list-style-type: none"> Provide ad hoc telephone, email, and in-person support to the County testing teams; Provide written regular ongoing progress reports on the progress of completion of Errors, defects and status of Change Requests through the Design, Approval, Build, and Test process; Monitor progress of testing and provide County with advice to address issues arising, such as inability to meet timelines, lack of quality or attention in testing, the need for additional 		<p>Full Test Cycle) and Subtask 4.2 (Develop Scripts, Test Scenarios, and Test Catalog), respectively;</p> <ul style="list-style-type: none"> Review County log of Errors and defects; Resolve all Errors and defects impacting Go-Live and support County personnel in troubleshooting issues; Assist County with re-testing defect fixes; Regularly communicate with County regarding status and schedule of CADS System Testing; and Document test results. <p>Contractor will monitor status and schedule of CADS System Testing and support re-testing resolved defects. Contractor will conduct daily wrap-up sessions that include:</p> <ul style="list-style-type: none"> CADS System Testing progress update; Review of open issues; and Strategy and schedule for resolution of defects. <p>Contractor will assist County in conducting requirements of End-to-End Testing as identified in the Test Plan.</p> <p>Throughout testing Contractor will:</p> <ul style="list-style-type: none"> Provide ad hoc telephone, email, and in-person support to the County testing teams; Provide written regular ongoing progress reports on the progress of completion of Errors, defects and status of Change Requests through the Design, Approval, Build, and Test process; Monitor progress of testing and provide County with advice to address issues arising, such as inability to meet timelines, lack of quality or attention in testing, the need for additional

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	resources, test support, and management tools, etc.		resources, test support, and management tools, etc.
Deliverable 4.3 (Full Cycle Testing Completed)	<ul style="list-style-type: none"> Documentation of satisfaction of the prerequisites to CADS System Testing identified in the Subtask 4.1 (Develop Test Plan for Full Test Cycle) Documentation of Contractor internal End-to-End Testing CADS System Testing Individual Phase Testing, Incremental Phase Testing (Test Phase 1 + Test Phase 2, etc.), System Test, and Integration Testing as set forth in the Testing Plan Complete test documentation, including Error and defect log with documented resolution 	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<ul style="list-style-type: none"> Documentation of satisfaction of the prerequisites to CADS System Testing identified in the Subtask 4.1 (Develop Test Plan for Full Test Cycle) Documentation of Contractor internal End-to-End Testing CADS System Testing Individual Phase Testing, Incremental Phase Testing (Test Phase 1 + Test Phase 2, etc.), System Test, and Integration Testing as set forth in the Testing Plan Complete test documentation, including Error and defect log with documented resolution
Acceptance Criteria 4.3	<ul style="list-style-type: none"> Contractor validated completion of all prerequisites to CADS System Testing identified in the Test Plan. Contractor validated completion of CADS System Testing. Contractor validated completion of all Go-Live Issues, Errors and defects logged in CADS System Testing. Test documentation has been Approved by County. Test Phase exit criteria have been achieved or exceptions have been documented and Approved by Project governance. The results of the above tests for the CADS System have been documented. 	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Changed Acceptance to Deliverable.</p> <p>These are examples which will be finalized by the parties in a scoping discussion.</p>	<p><u>Example Deliverable Criteria:</u></p> <ul style="list-style-type: none"> Contractor validated completion of all prerequisites to CADS System Testing identified in the Test Plan. Contractor validated completion of CADS System Testing. Contractor validated completion of all Go-Live Issues, Errors and defects logged in CADS System Testing. Test documentation has been Approved by County. Test Phase exit criteria have been achieved or exceptions have been documented and Approved by Project governance.

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	<ul style="list-style-type: none"> Unit, System and End-to-End Testing for the CADS System have been completed and Approved by County. Deliverable addresses all elements described in Subtask 4.3 (Conduct Full Cycle Testing). 		<ul style="list-style-type: none"> The results of the above tests for the CADS System have been documented. Unit, System and End-to-End Testing for the CADS System have been completed and Approved by County. Deliverable addresses all elements described in Subtask 4.3 (Conduct Full Cycle Testing).
Subtask 4.4 (Plan and Conduct Reports Testing)	<p>Contractor will develop a Reports Test Plan document with input and participation from County that identifies all major aspects of the testing of the reports required under this SOW.</p> <p>The Test Plan will detail Contractor's approach to performing and/or supporting the following testing phases:</p> <ul style="list-style-type: none"> Internal Validation Future State Validation <p>The Test Plan will include a test approach for each testing phase and entity (as applicable). The test approach will include:</p> <ul style="list-style-type: none"> Test overview including objectives and coverage; Testing control; Resourcing, including staffing (i.e., test user roles), infrastructure and communication protocols; Contractor and third-party vendor roles and responsibilities; How County will participate in the testing, including detailed roles and responsibilities; Test schedule with key dates and Deliverables; Identification of recommended prerequisites to begin each testing phase; Testing sequence and interdependencies between testing phases; 	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Changed to "may" include. This document will be finalized between the parties as many of these items may not apply to our system and will not be needed by the County.</p>	<p>Contractor will develop a Reports Test Plan document with input and participation from County that identifies all major aspects of the testing of the reports required under this SOW.</p> <p>The Test Plan will detail Contractor's approach to performing and/or supporting the following testing phases:</p> <ul style="list-style-type: none"> Internal Validation Future State Validation <p>The Test Plan will include a test approach for each testing phase and entity (as applicable). The test approach will<u>may</u> include:</p> <ul style="list-style-type: none"> Test overview including objectives and coverage; Testing control; Resourcing, including staffing (i.e., test user roles), infrastructure and communication protocols; Contractor and third-party vendor roles and responsibilities; How County will participate in the testing, including detailed roles and responsibilities; Test schedule with key dates and Deliverables; Identification of recommended prerequisites to begin each testing phase; Testing sequence and interdependencies between testing phases;

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	<ul style="list-style-type: none"> • Testing metrics (expected outcomes, including reports); • Configuration management; • Change control; • Tester training; • Exit criteria; • Required artifacts that cover all Domains, Venues and Locations, including: <ul style="list-style-type: none"> ○ Test scenarios (narrative); ○ Test script template (step-by-step); and • Defect severity definitions; • Communication procedures for defect identification, resolution, retesting and escalation; • Test tools, both Contractor provided and County owned; and • Assumptions, issues and risks. <p>Contractor will develop a draft Test Plan and submit it to County for review and feedback.</p> <p>Contractor will review and incorporate County feedback and proposed changes into the Test Plan and submit a final version to the County for Approval.</p> <p>Throughout the project, Contractor will review and update the Test Plan as required by County to increase testing effectiveness and efficiency and resolve testing problems, and submit any Test Plan updates to County for review and Approval.</p> <p>Based on the approach outlined in the Reports Test Plan, the County will test each report and identify defects and Omissions.</p> <p>Contractor will:</p> <ul style="list-style-type: none"> • Provide ad hoc telephone, email, and in-person support to the County testing teams; 		<ul style="list-style-type: none"> • Testing metrics (expected outcomes, including reports); • Configuration management; • Change control; • Tester training; • Exit criteria; • Required artifacts that cover all Domains, Venues and Locations, including: <ul style="list-style-type: none"> ○ Test scenarios (narrative); ○ Test script template (step-by-step); and • Defect severity definitions; • Communication procedures for defect identification, resolution, retesting and escalation; • Test tools, both Contractor provided and County owned; and • Assumptions, issues and risks. <p>Contractor will develop a draft Test Plan and submit it to County for review and feedback.</p> <p>Contractor will review and incorporate County feedback and proposed changes into the Test Plan and submit a final version to the County for Approval.</p> <p>Throughout the project, Contractor will review and update the Test Plan as required by County to increase testing effectiveness and efficiency and resolve testing problems, and submit any Test Plan updates to County for review and Approval.</p> <p>Based on the approach outlined in the Reports Test Plan, the County will test each report and identify defects and Omissions.</p> <p>Contractor will:</p> <ul style="list-style-type: none"> • Provide ad hoc telephone, email, and in-person support to the County testing teams;

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	<ul style="list-style-type: none"> Monitor progress of testing and provide County with advice to address issues arising such as inability to meet timelines, lack of quality or attention in testing, the need for additional resources or test support, and management tools, etc.; Enter those defects and Omissions that are not entered directly by County personnel but that are instead, communicated by email to Contractor Test Lead for entering into Project Portal Online; Execute the Reports Test Plan; Utilize test scripts to test each report; Test the reports; Log issues and defects related to testing of reports; Resolve issues and defects; Provide updates on status of defect resolution and implementation of County Approved change requests on weekly calls; and Support County in re-testing resolved defects deployed by Contractor. 		<ul style="list-style-type: none"> Monitor progress of testing and provide County with advice to address issues arising such as inability to meet timelines, lack of quality or attention in testing, the need for additional resources or test support, and management tools, etc.; Enter those defects and Omissions that are not entered directly by County personnel but that are instead, communicated by email to Contractor Test Lead for entering into Project Portal Online; Execute the Reports Test Plan; Utilize test scripts to test each report; Test the reports; Log issues and defects related to testing of reports; Resolve issues and defects; Provide updates on status of defect resolution and implementation of County Approved change requests on weekly calls; and Support County in re-testing resolved defects deployed by Contractor.
Deliverable 4.4 (Reports Testing Completed)	<ul style="list-style-type: none"> Draft Test Plan Final Test Plan Documented results with County input and participation of each completed and tested report List of resolved Defects, including date of completion, retest results, and County Approval for each report County Approved built and tested reports Resolution of all outstanding defects defined as required for Acceptance of each report 	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<ul style="list-style-type: none"> Draft Test Plan Final Test Plan Documented results with County input and participation of each completed and tested report List of resolved Defects, including date of completion, retest results, and County Approval for each report County Approved built and tested reports Resolution of all outstanding defects defined as required for Acceptance of each report

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Acceptance Criteria 4.4	<ul style="list-style-type: none"> Contractor completes review of draft Test Plan with Key County Individuals as identified by the County SOW Lead. Final Test Plan incorporates, and is consistent with, County feedback. Final Test Plan addresses all Test Plan elements described in Subtask 4.4 (Plan and Conduct Reports Testing). Final Test Plan is delivered in accordance with the Agreement, Specifications and agreed delivery date, and has been Approved by County. 	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Changed from Acceptance to Deliverable. These are example deliverables which will be finalized by the parties.</p>	<p><u>Example Deliverable Criteria:</u></p> <ul style="list-style-type: none"> Contractor completes review of draft Test Plan with Key County Individuals as identified by the County SOW Lead. Final Test Plan incorporates, and is consistent with, County feedback. Final Test Plan addresses all Test Plan elements described in Subtask 4.4 (Plan and Conduct Reports Testing). Final Test Plan is delivered in accordance with the Agreement, Specifications and agreed delivery date, and has been Approved by County.
Subtask 4.5 (Plan and Conduct Interfaces Testing)	<p>Contractor will develop and document an Interface Test Plan with input and participation from County that, at a minimum, includes:</p> <ul style="list-style-type: none"> County-specific unit and system Test scripts for each Interface; Documentation of the appropriate tests which need to be conducted on the Interfaces; A test plan for unit and system testing of each Interface; Samples of Unit Test scripts (including test script for reviewing historical data where applicable) for Interfaces; 	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<p>Contractor will develop and document an Interface Test Plan with input and participation from County that, at a minimum, includes:</p> <ul style="list-style-type: none"> County-specific unit and system Test scripts for each Interface; Documentation of the appropriate tests which need to be conducted on the Interfaces; A test plan for unit and system testing of each Interface; Samples of Unit Test scripts (including test script for reviewing historical data where applicable) for Interfaces;

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	<ul style="list-style-type: none"> • Identification and documentation of relevant test scenarios for each Interface; • Identification and documentation of relevant test patient data, and regression test data; • Identification of any activities required by County team and third-party vendors for testing and validation of Interfaces and ensure that these activities have been assigned to the relevant team members/third-party vendors; <p>Contractor will review the Interfaces Test Plan with County and incorporate County feedback.</p> <p>As each Interface is completed, the County will test the Interface and identify defects and Omissions.</p> <p>Contractor will:</p> <ul style="list-style-type: none"> • Provide ad hoc telephone, email, and in person support to the County testing teams; • Monitor progress of testing and provide County with advice to address issues arising such as inability to meet timelines, lack of quality or attention in testing, the need for additional resources or test support, and management tools, etc.; • Enter those defects and Omissions that are not entered directly by County personnel but that are instead, communicated by email to Contractor Test Lead for entering into Project Portal Online; • Execute the Interface Test Plan, including Unit Testing, and Integration Testing; • Utilize test scripts to test each Interface; • Test the Interfaces; • Log issues and defects related to testing of Interfaces; • Resolve issues and defects; 		<ul style="list-style-type: none"> • Identification and documentation of relevant test scenarios for each Interface; • Identification and documentation of relevant test patient data, and regression test data; • Identification of any activities required by County team and third-party vendors for testing and validation of Interfaces and ensure that these activities have been assigned to the relevant team members/third-party vendors; <p>Contractor will review the Interfaces Test Plan with County and incorporate County feedback.</p> <p>As each Interface is completed, the County will test the Interface and identify defects and Omissions.</p> <p>Contractor will:</p> <ul style="list-style-type: none"> • Provide ad hoc telephone, email, and in person support to the County testing teams; • Monitor progress of testing and provide County with advice to address issues arising such as inability to meet timelines, lack of quality or attention in testing, the need for additional resources or test support, and management tools, etc.; • Enter those defects and Omissions that are not entered directly by County personnel but that are instead, communicated by email to Contractor Test Lead for entering into Project Portal Online; • Execute the Interface Test Plan, including Unit Testing, and Integration Testing; • Utilize test scripts to test each Interface; • Test the Interfaces; • Log issues and defects related to testing of Interfaces; • Resolve issues and defects;

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	<ul style="list-style-type: none"> Provide updates on status of defect resolution and implementation of County Approved change requests on weekly calls; Support County in re-testing resolved defects deployed by Contractor; and Jointly decide with County through the governance process when the Interface build is ready for moving to End-to-End Testing, based on: <ul style="list-style-type: none"> Completeness of functionality and content; and Severity of outstanding defects. 		<ul style="list-style-type: none"> Provide updates on status of defect resolution and implementation of County Approved change requests on weekly calls; Support County in re-testing resolved defects deployed by Contractor; and Jointly decide with County through the governance process when the Interface build is ready for moving to End-to-End Testing, based on: <ul style="list-style-type: none"> Completeness of functionality and content; and Severity of outstanding defects.
Deliverable 4.5 (Interfaces Testing Completed)	<ul style="list-style-type: none"> Interface Test Plan Regular Updates of the Interfaces Specifications Document with at least each Interface Task deliverable submission Final Interface Specifications Document Documented results with County input and participation of each completed and tested Interface List of resolved Defects, including date of completion, retest results, and County Approval for each Interface County-Approved Completed Unit Testing and System Testing for each Interface County-Approved built and tested Interfaces Resolution of all outstanding defects defined as required for Acceptance of each Interface 	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<ul style="list-style-type: none"> Interface Test Plan Regular Updates of the Interfaces Specifications Document with at least each Interface Task deliverable submission Final Interface Specifications Document Documented results with County input and participation of each completed and tested Interface List of resolved Defects, including date of completion, retest results, and County Approval for each Interface County-Approved Completed Unit Testing and System Testing for each Interface County-Approved built and tested Interfaces Resolution of all outstanding defects defined as required for Acceptance of each Interface
Acceptance Criteria 4.5	<ul style="list-style-type: none"> The Interface Test Plan incorporates, and is consistent with, County-provided input. The Interface Test Plan has been Approved by County. 	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s)</p>	<p><u>Example Deliverable Criteria:</u></p> <ul style="list-style-type: none"> The Interface Test Plan incorporates, and is consistent with, County-provided input.

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	<ul style="list-style-type: none"> Interfaces Specifications Document incorporates any modifications made through development of the Test Plan. Gateway criteria have either been achieved or exceptions documented and Approved by Project governance. The Interfaces Specifications Document is updated to incorporate any modifications made in Interface Testing. All defects and change requests that remain for each Interface, but are not essential to End-to-End Testing, are identified on the issues list by mutual agreement, and documented severity levels identified. Deliverable addresses all elements described in Subtask 4.5 (Plan and Conduct Interfaces Testing). 	<p>below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Changed from Acceptance to Deliverable. Labeled as “Examples” until final scoping occurs.</p>	<ul style="list-style-type: none"> The Interface Test Plan has been Approved by County. Interfaces Specifications Document incorporates any modifications made through development of the Test Plan. Gateway criteria have either been achieved or exceptions documented and Approved by Project governance. The Interfaces Specifications Document is updated to incorporate any modifications made in Interface Testing. All defects and change requests that remain for each Interface, but are not essential to End-to-End Testing, are identified on the issues list by mutual agreement, and documented severity levels identified. Deliverable addresses all elements described in Subtask 4.5 (Plan and Conduct Interfaces Testing).
Subtask 4.6 (Resolve Test Issues and Defects)	<p>The Contractor will:</p> <ul style="list-style-type: none"> Conduct issue resolution between testing events based on the issue log. Provide a structured tool and format in Project Portal Online for County to record and report Errors, defects and Omissions Enter those defects and Omissions of content or functionality that are not entered directly by County personnel but that are, instead, communicated by email to the Contractor Test Lead for entering into Project Portal Online Resolve all Errors and defects and support County personnel in trouble shooting issues; Assist County with re-testing defect fixes; 	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>We are not sure what online portal this is.</p>	<p>The Contractor will:</p> <ul style="list-style-type: none"> Conduct issue resolution between testing events based on the issue log. Provide a structured tool and format in Project Portal Online for County to record and report Errors, defects and Omissions Enter thoseLog defects and Omissions of content or functionality that are not entered directly by County personnel but that are, instead, communicated by email to the Contractor Test Lead for entering into Project Portal Online Resolve all Errors and defects and support County personnel in trouble shooting issues <u>in accordance with the technical support response and resolution times outlined in the Agreement;</u>

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	<ul style="list-style-type: none"> Regularly communicate in writing with County regarding status and schedule of End-to-End Testing; and Document test results. Address identified Omissions as follows: <ul style="list-style-type: none"> Document and verify the requirements to address the Omission in a consistent and structured format; Address all Omissions that will have little or no impact on the Project Schedule or risk Escalate all Omissions which will have impact on the Project Schedule or risk for consideration by the governance process; <p>Contractor and County will jointly determine whether a requested change should be pursued at this stage in the Project, pursued as a change request after Go-Live, or should be rejected.</p> <p>Contractor will develop a final test report/results summary to support Go-Live readiness activities.</p>	<p>Errors and defects will be fixed in accordance with the timing outlined in the Agreement under response and resolution times.</p>	<ul style="list-style-type: none"> Assist County with re-testing defect fixes; Regularly communicate in writing with County regarding status and schedule of End-to-End Testing; and Document test results. Address identified Omissions as follows: <ul style="list-style-type: none"> Document and verify the requirements to address the Omission in a consistent and structured format; Address all Omissions that will have little or no impact on the Project Schedule or risk Escalate all Omissions which will have impact on the Project Schedule or risk for consideration by the governance process; <p>Contractor and County will jointly determine whether a requested change should be pursued at this stage in the Project, pursued as a change request after Go-Live, or should be rejected.</p> <p>Contractor will develop a final test report/results summary to support Go-Live readiness activities.</p>
Deliverable 4.6 (Issue Resolution Conducted)	<ul style="list-style-type: none"> Regular Errors, Defects and Change Request Progress Reports Defect resolution document describing identified Errors, defects and Omissions which have been resolved Implementation of Error and defect resolutions and County-Approved change requests Final test report/results summary 	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<ul style="list-style-type: none"> Regular Errors, Defects and Change Request Progress Reports Defect resolution document describing identified Errors, defects and Omissions which have been resolved Implementation of Error and defect resolutions and County-Approved change requests Final test report/results summary

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Acceptance Criteria 4.6	<ul style="list-style-type: none"> • Proof of resolution of all outstanding Errors, defects and County Approved Change Requests as defined as required for CADS System Go-Live • Documented results of completed and tested the CADS System • County-Approved Completed Unit, System, and End-to-End Testing for the CADS System optimization enhancements. • Deliverable addresses all elements described in Subtask 4.6 (Resolve Test Issues and Defects). 	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Changed from Acceptance to Deliverable. These are examples and will be finalized between the parties during a scoping discussion.</p>	<p><u>Example Deliverable Criteria:</u></p> <ul style="list-style-type: none"> • Proof of resolution of all outstanding Errors, defects and County Approved Change Requests as defined as required for CADS System Go-Live • Documented results of completed and tested the CADS System • County-Approved Completed Unit, System, and End-to-End Testing for the CADS System optimization enhancements. • Deliverable addresses all elements described in Subtask 4.6 (Resolve Test Issues and Defects).
Task 5 (Training)	Contractor will develop a Training Plan and the Support Materials (i.e., User / System manuals) and work with County on an ongoing basis to adapt the Support Materials for all required trainings. Contractor will provide administrative and Help Desk training sessions, as well as Super User training sessions.	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Contractor will develop a Training Plan and the Support Materials (i.e., User / System manuals) and work with County on an ongoing basis to adapt the Support Materials for all required trainings. Contractor will provide administrative and Help Desk training sessions, as well as Super User training sessions. <u>The amount and frequency of the training sessions will be finalized during a scoping discussion between the parties.</u>

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		The amount and frequency of the training sessions would be finalized via a scoping discussion as this will impact the implementation fee.	
Subtask 5.1 (Develop Training Plan)	<p>Contractor will develop a Training Plan (Education and Learning Plans) for training Super Users, administrators, technical support personnel and other stakeholders in using and supporting the CADS System.</p> <p>The Training Plan will at a minimum:</p> <ul style="list-style-type: none"> • Provide an overview of the strategy for training for the CADS System, including training content and organization and an overall description of training; • Define, for each training effort, the training subject areas, audience, objectives, approach, development timelines, and milestones; • Define approach, evaluation processes, and materials to confirm that trainees have absorbed necessary knowledge and information; • Define a high-level training schedule for all target audiences based on the logical sequence of how the content should be delivered, availability of the participants, and deployment timing; • Include a strategy for post Go-Live training of any new Super Users, administrators, and technical support personnel; and • Highlight overall dependencies, Milestones, assumptions and risks. 	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<p>Contractor will develop a Training Plan (Education and Learning Plans) for training Super Users, administrators, technical support personnel and other stakeholders in using and supporting the CADS System.</p> <p>The Training Plan will at a minimum:</p> <ul style="list-style-type: none"> • Provide an overview of the strategy for training for the CADS System, including training content and organization and an overall description of training; • Define, for each training effort, the training subject areas, audience, objectives, approach, development timelines, and milestones; • Define approach, evaluation processes, and materials to confirm that trainees have absorbed necessary knowledge and information; • Define a high-level training schedule for all target audiences based on the logical sequence of how the content should be delivered, availability of the participants, and deployment timing; • Include a strategy for post Go-Live training of any new Super Users, administrators, and technical support personnel; and • Highlight overall dependencies, Milestones, assumptions and risks.

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	<p>The training plan also will include content specific to activities related to the following:</p> <ul style="list-style-type: none"> • Table maintenance and updates • New processes for upload of data from other departments and data source systems (e.g., procurement, supply chain, Human Resources, and other systems identified in discovery); • Standard and Ad hoc reports; and • The workflows that will be used with the CADS System. <p>Contractor will develop a draft Training Plan, incorporate County Feedback, and submit a Final Training Plan for County Approval.</p> <p>Contractor will refine and update the Training Plan as new training materials are developed and training approaches are refined.</p>		<p>The training plan also will include content specific to activities related to the following:</p> <ul style="list-style-type: none"> • Table maintenance and updates • New processes for upload of data from other departments and data source systems (e.g., procurement, supply chain, Human Resources, and other systems identified in discovery); • Standard and Ad hoc reports; and • The workflows that will be used with the CADS System. <p>Contractor will develop a draft Training Plan, incorporate County Feedback, and submit a Final Training Plan for County Approval.</p> <p>Contractor will refine and update the Training Plan as new training materials are developed and training approaches are refined.</p>
Deliverable 5.1 (Training Plan)	<ul style="list-style-type: none"> • Draft Training Plan • Final Training Plan 	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<ul style="list-style-type: none"> • Draft Training Plan • Final Training Plan

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Acceptance Criteria 5.1	<ul style="list-style-type: none"> Contractor completes review of draft Training Plan with Key County Individuals as identified by the County SOW Lead. Final Training Plan incorporates, and is consistent with, County feedback. Final Training Plan addresses all Training Plan elements described in Subtask 5.1 (Develop Training Plan). Final Training Plan is delivered in accordance with the Agreement, Specifications and agreed delivery date, and has been Approved by County. 	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Changed Acceptance to Deliverable. These are example deliverables that will be finalized via a scoping discussion.</p>	<p><u>Example Deliverable Criteria:</u></p> <ul style="list-style-type: none"> Contractor completes review of draft Training Plan with Key County Individuals as identified by the County SOW Lead. Final Training Plan incorporates, and is consistent with, County feedback. Final Training Plan addresses all Training Plan elements described in Subtask 5.1 (Develop Training Plan). Final Training Plan is delivered in accordance with the Agreement, Specifications and agreed delivery date, and has been Approved by County.
Subtask 5.2 (Develop Training Materials)	<p>Contractor will provide County with access to Training and Support Materials as to the Go-Live version of the CADS System to enhance training, knowledge transfer and adoption including:</p> <ul style="list-style-type: none"> Sample demonstration scripts that County and Contractor staff will work together to customize to deliver application demonstrations for Super Users and other key stakeholders; Example standard user guides that County may customize with input from Contractor; Table maintenance and update documentation; Documentation related to new processes for upload of data from other departments and data source systems (procurement, supply chain, 	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<p>Contractor will provide County with access to Training and Support Materials as to the Go-Live version of the CADS System to enhance training, knowledge transfer and adoption including:</p> <ul style="list-style-type: none"> Sample demonstration scripts that County and Contractor staff will work together to customize to deliver application demonstrations for Super Users and other key stakeholders; Example standard user guides that County may customize with input from Contractor; Table maintenance and update documentation; Documentation related to new processes for upload of data from other departments and data source systems (procurement, supply chain,

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	<p>Human Resources, and other systems identified in discovery), and</p> <ul style="list-style-type: none"> Documentation on generating standard reports and developing ad hoc reports. <p>For all activities Contractor will:</p> <ul style="list-style-type: none"> Review County activities and Deliverables as County makes changes and creates new training materials; Provide advice and direction to enhance effectiveness of such materials; Identify systemic issues related to completion of training materials (e.g., capacity and capability of resources, complexity of approach, and adequacy of tools) and provide County with recommendations to address them (e.g., through additional tools, training, and resources); and Provide a walk-through/dry-run of entire training materials prior to executing training of Super Users. 		<p>Human Resources, and other systems identified in discovery), and</p> <ul style="list-style-type: none"> Documentation on generating standard reports and developing ad hoc reports. <p>For all activities Contractor will:</p> <ul style="list-style-type: none"> Review County activities and Deliverables as County makes changes and creates new training materials; Provide advice and direction to enhance effectiveness of such materials; Identify systemic issues related to completion of training materials (e.g., capacity and capability of resources, complexity of approach, and adequacy of tools) and provide County with recommendations to address them (e.g., through additional tools, training, and resources); and Provide a walk-through/dry-run of entire training materials prior to executing training of Super Users.
Deliverable 5.2 (Training Materials)	<ul style="list-style-type: none"> Training and Support Materials for technical and support staff and Super Users Review of, and advice for, enhancing County Training and Support Materials Recommendations and support for successful development and delivery of Training and Support Materials 	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<ul style="list-style-type: none"> Training and Support Materials for technical and support staff and Super Users Review of, and advice for, enhancing County Training and Support Materials Recommendations and support for successful development and delivery of Training and Support Materials

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Acceptance Criteria 5.2	<ul style="list-style-type: none"> Contractor completes review of draft Training Materials with Key County Individuals as identified by the County SOW Lead. County SOW Lead Approval of walk thru / dry run or training materials and presentation prior to implementation of training sessions. Final Training Materials incorporate, and are consistent with, County feedback. Final Training Materials address all elements described in Subtask 5.2 (Develop Training Materials). Final Training Materials are delivered in accordance with the Agreement, Specifications and agreed delivery date, and have been Approved by County. 	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Changed Acceptance to Deliverable. These are example deliverables that will be finalized via a scoping discussion.</p>	<p><u>Example Deliverable Criteria:</u></p> <ul style="list-style-type: none"> Contractor completes review of draft Training Materials with Key County Individuals as identified by the County SOW Lead. County SOW Lead Approval of walk thru / dry run or training materials and presentation prior to implementation of training sessions. Final Training Materials incorporate, and are consistent with, County feedback. Final Training Materials address all elements described in Subtask 5.2 (Develop Training Materials). Final Training Materials are delivered in accordance with the Agreement, Specifications and agreed delivery date, and have been Approved by County.
Subtask 5.3 (Conduct System Administrator and Help Desk Training)	<p>Contractor will provide CADS System Help Desk Training classes to support County Help Desk personnel and classes of Maintenance Training for System Administrator training needs.</p> <p>Contractor will work with County to define the appropriate training on topics including:</p> <ul style="list-style-type: none"> Application troubleshooting and issues management; CADS System architecture terminology and tier functions; Basic troubleshooting techniques; Issue resolution process; Submitting service records; 	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>The amount of training classes provided will be finalized via a scoping discussion between the parties.</p>	<p>Contractor will<u>may</u> provide CADS System Help Desk Training classes to support County Help Desk personnel and classes of Maintenance Training for System Administrator training needs. <u>The amount of training classes provided will be finalized via a scoping discussion between the parties.</u></p> <p>Contractor will work with County to define the appropriate training on topics including:</p> <ul style="list-style-type: none"> Application troubleshooting and issues management; CADS System architecture terminology and tier functions; Basic troubleshooting techniques; Issue resolution process;

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	<ul style="list-style-type: none"> Conducting data gathering for issue resolution; and Technical training specific to the CADS System. <p>Contractor will conduct training for County resources that will be responsible for administering the system and for common maintenance and support activities. In addition, Contractor will conduct proficiency assessments and provide additional training, as necessary, to ensure staff are proficient in the content of the training.</p> <p>Contractor will provide County with a recording (audio and video) of one Help Desk class and of one Administrator class.</p>		<ul style="list-style-type: none"> Submitting service records; Conducting data gathering for issue resolution; and Technical training specific to the CADS System. <p>Contractor will conduct training for County resources that will be responsible for administering the system and for common maintenance and support activities. In addition, Contractor will conduct proficiency assessments and provide additional training, as necessary, to ensure staff are proficient in the content of the training.</p> <p>Contractor will provide County with a recording (audio and video) of one Help Desk class and of one Administrator class.</p>
Deliverable 5.3 (System Administrator and Help Desk Training Delivered)	<ul style="list-style-type: none"> Proficient individuals ready to administer the system, provide support, and conduct general maintenance and operations Proficiency Assessment and documentation 	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<ul style="list-style-type: none"> Proficient individuals ready to administer the system, provide support, and conduct general maintenance and operations Proficiency Assessment and documentation
Acceptance Criteria 5.3	<ul style="list-style-type: none"> All identified relevant technical staff have successfully completed training (based on results documented in training proficiency assessment). 	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/>	<u>Example Deliverable Criteria:</u>

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	<ul style="list-style-type: none"> Deliverable addresses all elements described in Subtask 5.3 (Conduct System Administrator and Help Desk Training). 	<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <p>Changed Acceptance to Deliverable. These are example deliverables that will be finalized via a scoping discussion.</p>	<ul style="list-style-type: none"> All identified relevant technical staff have successfully completed training (based on results documented in training proficiency assessment). Deliverable addresses all elements described in Subtask 5.3 (Conduct System Administrator and Help Desk Training).
Subtask 5.4 (Conduct Super User Training)	<p>Contractor will conduct Super User Training classes, for Super Users. This training, as defined in Subtask 5.1 (Develop Training Plan), will be focused on the use of the CADS System to implement future state workflows, as well as the objectives of the system.</p> <p>Contractor also will provide working sessions, as defined in Subtask 5.1 (Develop Training Plan), to enable trainers and Super Users to work with the system and be able to ask questions in real time based on implementation of the CADS System and future state workflows.</p> <p>Without limiting the training described elsewhere in this SOW, the training shall enable County to:</p> <ul style="list-style-type: none"> Import external data into the CADS System using the file import tools (e.g., Microsoft SSIS) provided by the CADS System; and Create and populate custom tables within the CADS System that can be queried and filtered as described in Exhibits A. ** (Cost Accounting and 	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>The amount and frequency of the training classes and working sessions will be finalized via a scoping discussion between the parties.</p> <p>We do not provide audio and video of our training courses. There are</p>	<p>Contractor will conduct Super User Training classes, for Super Users. This training, as defined in Subtask 5.1 (Develop Training Plan), will be focused on the use of the CADS System to implement future state workflows, as well as the objectives of the system.</p> <p>Contractor also will provide working sessions, as defined in Subtask 5.1 (Develop Training Plan), to enable trainers and Super Users to work with the system and be able to ask questions in real time based on implementation of the CADS System and future state workflows.</p> <p><u>The amount and frequency of the training classes and working sessions will be finalized via a scoping discussion between the parties.</u></p> <p>Without limiting the training described elsewhere in this SOW, the training shall enable County to:</p>

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	<p>Decision Support System Scenarios and Outcomes) and A.** (Cost Accounting and Decision Support System Requirements).</p> <ul style="list-style-type: none"> Track completion of training and report progress to County on a regular basis and by user role, location and other attributes as specified by County; and Conduct proficiency assessments and provide additional training, as necessary, to ensure staff are able to become proficient in the content of the training. <p>Contractor will provide County with a recording (audio and video) of one Super User class and of the training class for Report Writers.</p>	<p>also some advanced trainings available for an additional fee which would allow users to become “certified” on various parts of the product (such as report writing). Certification courses are not included in baseline implementation fees.</p>	<ul style="list-style-type: none"> Import external data into the CADS System using the file import tools (e.g., Microsoft SSIS) provided by the CADS System; and Create and populate custom tables within the CADS System that can be queried and filtered as described in Exhibits A.** (Cost Accounting and Decision Support System Scenarios and Outcomes) and A.** (Cost Accounting and Decision Support System Requirements). Track completion of training and report progress to County on a regular basis and by user role, location and other attributes as specified by County; and Conduct proficiency assessments and provide additional training, as necessary, to ensure staff are able to become proficient in the content of the training. <p>Contractor will provide County with a recording (audio and video) of one Super User class and of the training class for Report Writers.</p>
Deliverable 5.4 (Super User Training Delivered)	<ul style="list-style-type: none"> Proficient Super Users ready to use the system Proficiency Assessment and documentation 	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<ul style="list-style-type: none"> Proficient Super Users ready to use the system Proficiency Assessment and documentation

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Acceptance Criteria 5.4	<ul style="list-style-type: none"> All identified Super Users successfully completed training (based on results documented in training proficiency assessment). Deliverable addresses all required elements described in Subtask 5.4 (Conduct Super User Training). 	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Changed Acceptance to Deliverable. These are example deliverables that will be finalized via a scoping discussion.</p>	<p><u>Example Deliverable Criteria:</u></p> <ul style="list-style-type: none"> All identified Super Users successfully completed training (based on results documented in training proficiency assessment). Deliverable addresses all required elements described in Subtask 5.4 (Conduct Super User Training).
Task 6 (Deployment)	Contractor will conduct general deployment preparations for the deployment, including developing and validating a Deployment Plan. Contractor and County will deploy Licensed Software and Third-Party Products in accordance with the Deployment Plan. In addition, Contractor will coordinate Project transition to maintenance and support. This will all occur related to the deployment to Super Users, system administrators, and the Enterprise Help Desk only, with the deployment to other County employees to come later after optimization.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Contractor will conduct general deployment preparations for the deployment, including developing and validating a Deployment Plan. Contractor and County will deploy Licensed Software and Third-Party Products in accordance with the Deployment Plan. In addition, Contractor will coordinate Project transition to maintenance and support. This will all occur related to the deployment to Super Users, system administrators, and the Enterprise Help Desk only, with the deployment to other County employees to come later after optimization.

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Subtask 6.1 (Develop and Validate Deployment Plan)	<p>Contractor will develop a Deployment Plan that includes the following:</p> <ul style="list-style-type: none"> Go-Live Go/No-Go Decision Framework and Processes, including: <ul style="list-style-type: none"> Definition of criteria for Go/No-Go decision; and Go/No-Go checklist. Go-Live Help Desk Scripts with County and Contractor roles and responsibilities and issue logging and resolution procedure Go-Live Event Staffing and Support Model, including: <ul style="list-style-type: none"> Roles of Contractor and County support teams; Contractor will support Go-Live with on-site Project Management and the CADS System deployment teams for four (4) Business Days during the hours of 8:00 AM to 4:00 PM Pacific time; Issue management process; and Transition-out criteria and transition-out process for Contractor on-site support staff, including a Deployment Close-out Checklist Transition to support gates. <p>Contractor will review the Deployment Plan with County.</p>	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Typically on-site support is not provided during go-live but can be requested for an additional fee.</p>	<p>Contractor will develop a Deployment Plan that includes the following:</p> <ul style="list-style-type: none"> Go-Live Go/No-Go Decision Framework and Processes, including: <ul style="list-style-type: none"> Definition of criteria for Go/No-Go decision; and Go/No-Go checklist. Go-Live Help Desk Scripts with County and Contractor roles and responsibilities and issue logging and resolution procedure Go-Live Event Staffing and Support Model, including: <ul style="list-style-type: none"> Roles of Contractor and County support teams; Contractor will support Go-Live with on-site Project Management and the CADS System deployment teams for four (4) Business Days during the hours of 8:00 AM to 4:00 PM Pacific time; Issue management process; and Transition-out criteria and transition-out process for Contractor on-site support staff, including a Deployment Close-out Checklist Transition to support gates. <p>Contractor will review the Deployment Plan with County.</p>

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	Contractor will incorporate County feedback and proposed changes into the Deployment Plan and submit a final version to County for Approval.		Contractor will incorporate County feedback and proposed changes into the Deployment Plan and submit a final version to County for Approval.
Deliverable 6.1 (Deployment Plan)	<ul style="list-style-type: none"> Draft Deployment Plan Final Deployment Plan, approved by County 	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<ul style="list-style-type: none"> Draft Deployment Plan Final Deployment Plan, approved by County
Acceptance Criteria 6.1	<ul style="list-style-type: none"> Contractor completes review of draft Deployment Plan with Key County Individuals as identified by the County SOW Lead. Final Deployment Plan incorporates, and is consistent with, County feedback. Final Deployment Plan addresses all Deployment Plan elements described in Subtask 6.1 (Develop and Validate Deployment Plan). Final Deployment Plan is delivered in accordance with the Agreement, Specifications and agreed delivery date, and have been Approved by County. 	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Changed Acceptance to Deliverable. These are example deliverables that</p>	<p><u>Example Deliverable Criteria:</u></p> <ul style="list-style-type: none"> Contractor completes review of draft Deployment Plan with Key County Individuals as identified by the County SOW Lead. Final Deployment Plan incorporates, and is consistent with, County feedback. Final Deployment Plan addresses all Deployment Plan elements described in Subtask 6.1 (Develop and Validate Deployment Plan). Final Deployment Plan is delivered in accordance with the Agreement, Specifications and agreed delivery date, and have been Approved by County.

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		will be finalized via a scoping discussion.	
Subtask 6.2 (Conduct Deployment)	<p>Contractor will deploy the CADS System as defined in the Deployment Plan.</p> <p>Contractor will conduct a Go-Live Event to formally initiate the CADS System deployment.</p> <p>Contractor will:</p> <ul style="list-style-type: none"> Track and monitor progress; Identify, escalate, and resolve issues; and Recommend adjustments to deployment and Plans as necessary 	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<p>Contractor will deploy the CADS System as defined in the Deployment Plan.</p> <p>Contractor will conduct a Go-Live Event to formally initiate the CADS System deployment.</p> <p>Contractor will:</p> <ul style="list-style-type: none"> Track and monitor progress; Identify, escalate, and resolve issues; and Recommend adjustments to deployment and Plans as necessary
Deliverable 6.2 (Completed Deployment)	<ul style="list-style-type: none"> Completed deployment 	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<ul style="list-style-type: none"> Completed deployment

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
Acceptance Criteria 6.2	<ul style="list-style-type: none"> The Go-Live has been executed as described in the Deployment Plan Accepted by County under Subtask 6.1 (Develop and Validate Deployment Plan). Completion of the Deployment Close-out Checklist as defined in the Deployment created in Subtask 6.1 (Develop and Validate Deployment Plan). 	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Changed Acceptance to Deliverable. These are example deliverables that will be finalized via a scoping discussion.</p>	<p><u>Example Deliverable Criteria:</u></p> <ul style="list-style-type: none"> The Go-Live has been executed as described in the Deployment Plan Accepted by County under Subtask 6.1 (Develop and Validate Deployment Plan). Completion of the Deployment Close-out Checklist as defined in the Deployment created in Subtask 6.1 (Develop and Validate Deployment Plan).
Subtask 6.3 (Provide Go-Live Support and Transition to Production Support)	<p>Contractor will provide on-site issue management and problem resolution support in accordance with the Deployment Plan for four (4) Business Days during the hours of 8:00 AM to 4:00 PM Pacific time to assist with the following tasks:</p> <ul style="list-style-type: none"> Go-Live Support; Compliance with established Go-Live CADS System checkpoints; Maintain tracking list of issues that arise throughout the Go-Live; 	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<p>Contractor will provide on-site issue management and problem resolution support in accordance with the Deployment Plan for four (4) Business Days during the hours of 8:00 AM to 4:00 PM Pacific time to assist with the following tasks:</p> <ul style="list-style-type: none"> Go-Live Support <u>for 4 weeks following Go-Live;</u> Compliance with established Go-Live CADS System checkpoints; Maintain tracking list of issues that arise throughout the Go-Live;

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Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	<ul style="list-style-type: none"> Resolve issues throughout the Go-Live; and Optimization coaching <p>In mutual agreement with the County, Contractor Project team will coordinate transition to the County and Contractor ongoing production support teams upon achieving exit criteria.</p> <p>Prior to the deployment, Contractor's transition team will develop a checklist for the transition from the Go-Live support team to the Production Support team.</p> <p>Contractor will review the transition checklist with County.</p> <p>Contractor will approve transition to production.</p> <p>Contractor will initiate production support to include all elements listed under Task 2 set forth in Exhibit A.2 (Support Services and Maintenance Statement of Work).</p>	<p>Typically this type of support is provided remotely. We provide 4 weeks of support after go-live from the implementation team before it transitions to the technical support team.</p>	<ul style="list-style-type: none"> Resolve issues throughout the Go-Live; and Optimization coaching <p>In mutual agreement with the County, Contractor Project team will coordinate transition to the County and Contractor ongoing production support teams upon achieving exit criteria.</p> <p>Prior to the deployment, Contractor's transition team will develop a checklist for the transition from the Go-Live support team to the Production Support team.</p> <p>Contractor will review the transition checklist with County.</p> <p>Contractor will approve transition to production.</p> <p>Contractor will initiate production support to include all elements listed under Task 2 set forth in Exhibit A.2 (Support Services and Maintenance Statement of Work).</p>
Deliverable 6.3 (Go-Live Support and Transition to Production Support Completed)	<ul style="list-style-type: none"> Four (4) Business Days of on-site Go-Live support during the hours of 8:00 AM to 4:00 PM Pacific time Issue Tracking List Draft and Final Transition checklist Successful transition to Production Support 	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Typically this type of support is provided remotely.</p>	<ul style="list-style-type: none"> Four (4) Business Days of on-site Go-Live support during the hours of 8:00 AM to 4:00 PM Pacific time Issue Tracking List Draft and Final Transition checklist Successful transition to Production Support

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
Acceptance Criteria 6.3	<ul style="list-style-type: none"> All critical issues were resolved during the duration of the Go-Live. The CADS System Tracking List has been Approved by County. County transitioned to steady state Production Support. Go-Live Support addresses all elements described in Subtask 6.3 (Provide Go-Live Support and Transition to Production Support). Go-Live support services were delivered in accordance with the Agreement, Specifications and agreed delivery date, and has been Approved by County. 	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Changed Acceptance to Deliverable. These are example deliverables that will be finalized via a scoping discussion.</p>	<p><u>Example Deliverable Criteria:</u></p> <ul style="list-style-type: none"> All critical issues were resolved during the duration of the Go-Live. The CADS System Tracking List has been Approved by County. County transitioned to steady state Production Support. Go-Live Support addresses all elements described in Subtask 6.3 (Provide Go-Live Support and Transition to Production Support). Go-Live support services were delivered in accordance with the Agreement, Specifications and agreed delivery date, and has been Approved by County.
Task 7 (Project Close-out Activities)	Contractor will be responsible for Project close-out activities. The purposes of these activities are to resolve any outstanding Project issues, obtain formal agreement from the Project governance processes to officially close out the Project, ensure that there is an official hand over of the CADS System from the Project team to the maintenance and operations team, and conduct a thorough review of the Project.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Contractor will be responsible for Project close-out activities. The purposes of these activities are to resolve any outstanding Project issues, obtain formal agreement from the Project governance processes to officially close out the Project, ensure that there is an official hand over of the CADS System from the Project team to the maintenance and operations team, and conduct a thorough review of the Project.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
Subtask 7.1 (Develop Project Close-out Checklist)	<p>Contractor will develop a Project Close-out Checklist (Solution Turnover Document).</p> <p>Contractor will review the draft Project Close-out Checklist with County.</p> <p>Contractor will incorporate County feedback, and submit a final Project Close-out Checklist for County Approval.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<p>Contractor will develop a Project Close-out Checklist (Solution Turnover Document).</p> <p>Contractor will review the draft Project Close-out Checklist with County.</p> <p>Contractor will incorporate County feedback, and submit a final Project Close-out Checklist for County Approval.</p>
Deliverable 7.1 (Project Close-out Checklist)	<ul style="list-style-type: none"> Draft Project Close-out Checklist Final Project Close-out Checklist 	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<ul style="list-style-type: none"> Draft Project Close-out Checklist Final Project Close-out Checklist

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
Acceptance Criteria 7.1	<ul style="list-style-type: none"> Contractor completes review of draft Project Close-out Checklist with Key County Individuals as identified by the County SOW Lead. Final Project Close-out Checklist incorporates, and is consistent with, County feedback. Final Project Close-out Checklist addresses all elements described in Subtask 7.1 (Develop Project Close-out Checklist). Final Project Close-out Checklist is delivered in accordance with the Agreement, Specifications and agreed delivery date, and has been Approved by County. 	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Changed Acceptance to Deliverable. These are example deliverables that will be finalized via a scoping discussion.</p>	<p><u>Example Deliverable Criteria:</u></p> <ul style="list-style-type: none"> Contractor completes review of draft Project Close-out Checklist with Key County Individuals as identified by the County SOW Lead. Final Project Close-out Checklist incorporates, and is consistent with, County feedback. Final Project Close-out Checklist addresses all elements described in Subtask 7.1 (Develop Project Close-out Checklist). Final Project Close-out Checklist is delivered in accordance with the Agreement, Specifications and agreed delivery date, and has been Approved by County.
Subtask 7.2 (Conduct CADS System Post Go-Live Assessment)	<p>After the Go-Live, Contractor will conduct a post Go-Live Assessment with County input with the following goals:</p> <ul style="list-style-type: none"> Determine if End-users are utilizing the system as designed Provide recommendations to facilitate use of system Identify gaps in solution and County requirements Document new issues not previously observed Identify any additional solution benefits and recommendations to implement <p>The post Go-Live Assessment will include:</p> <ul style="list-style-type: none"> High-Level Event Guide developed with County Leadership prior to the Post Go-Live Assessment 	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>User Observation reviews and interviews is not included as part of</p>	<p>After the Go-Live, Contractor will conduct a post Go-Live Assessment with County input with the following goals:</p> <ul style="list-style-type: none"> Determine if End-users are utilizing the system as designed Provide recommendations to facilitate use of system Identify gaps in solution and County requirements Document new issues not previously observed Identify any additional solution benefits and recommendations to implement <p>The post Go-Live Assessment will <u>may</u> include:</p> <ul style="list-style-type: none"> High-Level Event Guide developed with County Leadership prior to the Post Go-Live Assessment

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Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	<ul style="list-style-type: none"> Contractor will conduct on-site user observations and interviews (e.g., Solution Workflow Reviews, Discussions with Analysts) by meeting individually with staff and observing local facility and staff Review findings with the County Project Management team for review and assessment prior to the review with the Facilities Management Team Conduct an executive briefing with management to review the findings of the Assessment Provide written report of findings with Contractor advice and recommendations to enhance the County's use of the CADS System and increase benefits Incorporate County feedback and propose changes into the Post Go-Live Assessment reports and submit a final version to County for approval 	baseline scope. To discuss this as part of the scoping process.	<ul style="list-style-type: none"> Contractor will<u>may</u> conduct on-site user observations and interviews (e.g., Solution Workflow Reviews, Discussions with Analysts) by meeting individually with staff and observing local facility and staff Review findings with the County Project Management team for review and assessment prior to the review with the Facilities Management Team Conduct an executive briefing with management to review the findings of the Assessment Provide written report of findings with Contractor advice and recommendations to enhance the County's use of the CADS System and increase benefits Incorporate County feedback and propose changes into the Post Go-Live Assessment reports and submit a final version to County for approval
Deliverable 7.2 (CADS System Post Go-Live Assessment (Key Deliverable))	<ul style="list-style-type: none"> Send High-Level Event Guide to County before the Post Go-Live Assessment Post Go-Live Assessment with County Input 	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<ul style="list-style-type: none"> Send High-Level Event Guide to County before the Post Go-Live Assessment Post Go-Live Assessment with County Input

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
Acceptance Criteria 7.2	<ul style="list-style-type: none"> Conduct Post Go-Live Assessment with County Review of the Post Go-Live Assessment report with County includes Contractor resources in this review knowledgeable of the report contents Post Go-Live Assessment Incorporate County feedback, propose changes into the Post Go-Live Assessment reports, and submit a final version to County for approval The Post Go-Live Assessment report has been Approved by County 	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Changed Acceptance to Deliverable. These are example deliverables that will be finalized via a scoping discussion.</p>	<p><u>Example Deliverable Criteria:</u></p> <ul style="list-style-type: none"> Conduct Post Go-Live Assessment with County Review of the Post Go-Live Assessment report with County includes Contractor resources in this review knowledgeable of the report contents Post Go-Live Assessment Incorporate County feedback, propose changes into the Post Go-Live Assessment reports, and submit a final version to County for approval The Post Go-Live Assessment report has been Approved by County
Subtask 7.3 (Achieve CADS System Final Acceptance)	<p>After the Go-Live Event, Contractor will diagnose, propose solutions to, and correct Errors in accordance with Section 12 (Acceptance) of the Agreement. Contractor will conduct a review session with County after Productive Use of the Go-Live Event and will provide the Performance Verification Report described in Section 12.5.2 (Performance Verification Report) of the Agreement.</p> <p>Contractor will develop a performance verification report which includes:</p> <ul style="list-style-type: none"> Summary of activities, results, and outcomes; Summary of Errors and issues identified by Contractor or County; Summary of lessons learned; 	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Any outstanding errors will be resolved in accordance with the</p>	<p>After the Go-Live Event, Contractor will diagnose, propose solutions to, and correct Errors in accordance with Section 12 (Acceptance) of the Agreement<u>the technical support response and resolution times as outline din the Agreement</u>. Contractor will conduct a review session with County after Productive Use of the Go-Live Event and will provide the Performance Verification Report described in Section 12.5.2 (Performance Verification Report) of the Agreement. Contractor will develop a performance verification report which<u>which may</u> includes:</p> <ul style="list-style-type: none"> Summary of activities, results, and outcomes; Summary of Errors and issues identified by Contractor or County;

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Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	<ul style="list-style-type: none"> Confirmed compliance with Service Levels specified in Exhibit E (Services Levels and Performance Standards) to the Agreement. <p>Contractor will provide a Final Acceptance Report which includes:</p> <ul style="list-style-type: none"> Certification of Performance Verification and Final Acceptance; Confirmation that the Licensed Software is in Productive Use and that critical and high issues are resolved directly or with acceptable workarounds; List of all unresolved issues; Plan for resolution of unresolved issues; and Confirmation of compliance with response times and other Service Levels. 	<p>response and resolution times outlined in the Agreement.</p> <p>The performance verification report contents will be finalized via a scoping discussion between the parties.</p>	<ul style="list-style-type: none"> Summary of lessons learned; Confirmed compliance with Service Levels specified in Exhibit E (Services Levels and Performance Standards) to the Agreement. <p>Contractor will provide a Final Acceptance-Deliverable Report which includes:</p> <ul style="list-style-type: none"> Certification of Performance Verificationand Final Acceptance; Confirmation that the Licensed Software is in Productive Use and that critical and high issues are resolved directly or with acceptable workarounds; List of all unresolved issues; Plan for resolution of unresolved issues; and Confirmation of compliance with response times and other Service Levels.
Deliverable 7.3 (CADS System Final Acceptance)	<ul style="list-style-type: none"> Performance Verification Report Final Acceptance Report under this SOW 	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<ul style="list-style-type: none"> Performance Verification Report Final Acceptance Report under this SOW
Acceptance Criteria 7.3	<ul style="list-style-type: none"> Performance Verification Reports 	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p>	<p><u>Example Deliverable Criteria:</u></p> <ul style="list-style-type: none"> Performance Verification Reports

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	<ul style="list-style-type: none"> Diagnosis and resolution of Errors in accordance with the Agreement The Final Acceptance Report under this SOW has been Approved by County. Successful completion of County Acceptance Testing. Final Acceptance under this SOW by County. 	<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Changed Acceptance to Deliverable. These are example deliverables that will be finalized via a scoping discussion.</p>	<ul style="list-style-type: none"> Diagnosis and resolution of Errors in accordance with the Agreement The Final Acceptance-Deliverable Report under this SOW has been Approved by County. Successful completion of County Acceptance Testing. Final Acceptance-Delivery under this SOW by County.
Subtask 7.4 (Conduct Project Close-out)	<p>During the Project close-out, Contractor will:</p> <ul style="list-style-type: none"> Conduct all of the activities defined in the Project Close-Out Checklist; Conduct a Solution Turnover Meeting; Review all aspects of Project close-out with County; and Address all outstanding issues and activities. 	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>During the Project close-out, Contractor will:</p> <ul style="list-style-type: none"> Conduct all of the activities defined in the Project Close-Out Checklist; Conduct a Solution Turnover Meeting; Review all aspects of Project close-out with County; and Address all outstanding issues and activities.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
Deliverable 7.4 (Project Close-out Completed)	<ul style="list-style-type: none"> Project close-out activities as identified in the Project Close-out Checklist 	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<ul style="list-style-type: none"> Project close-out activities as identified in the Project Close-out Checklist
Acceptance Criteria 7.4	<ul style="list-style-type: none"> Project Close-out services and activities address all elements described in Subtask 7.4 (Conduct Project Close-out). Project Close-out services and activities are delivered in accordance with the Agreement, Specifications and agreed delivery date, and has been Approved by County. 	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<ul style="list-style-type: none"> Project Close-out services and activities address all elements described in Subtask 7.4 (Conduct Project Close-out). Project Close-out services and activities are delivered in accordance with the Agreement, Specifications and agreed delivery date, and has been Approved by County.
SECTION 5.5 (PROJECT DELIVERABLE EXPECTATIONS DOCUMENT TEMPLATE)			

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
[Intentionally omitted]	[Intentionally omitted]	[Intentionally omitted]	[Intentionally omitted]

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*Exhibit A.1.RF (Cost Accounting and Decision Support
System SOW Response Form)
Agreement No. [**]*



**COST ACCOUNTING AND DECISION SUPPORT SYSTEM
AND RELATED SERVICES
REQUEST FOR PROPOSALS**

EXHIBIT A.2.RF (SUPPORT SERVICES AND MAINTENANCE SOW RESPONSE FORM)

#CADSS2019

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
SECTION 1. (INTRODUCTION)			
Paragraph 1	<p>This Exhibit A.2 (Support Services and Maintenance Statement of Work) (sometimes referred to in this Exhibit as "this SOW") is an attachment and addition to the Cost Accounting and Decision Support System and Services Agreement dated [**], 20[**] (the "Agreement") entered into by and between the County of Los Angeles ("County") and [**] ("Contractor"), and is incorporated in the Agreement by reference hereof. In the event of conflicting terms between the Agreement and this SOW, the terms of the Agreement shall prevail and nothing in this SOW shall modify or amend any provisions of the Agreement (including all components such as Statements of Work, Service Level Agreements, Exhibits, etc.) unless such modifications or amendments and the provisions of the Agreement which they modify or amend are specifically identified in this SOW and are Approved. This SOW includes any attachments hereto. Any capitalized terms not defined in this SOW shall have the meaning as used in the Agreement.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<p>This Exhibit A.2 (Support Services and Maintenance Statement of Work) (sometimes referred to in this Exhibit as "this SOW") is an attachment and addition to the Cost Accounting and Decision Support System and Services Agreement dated [**], 20[**] (the "Agreement") entered into by and between the County of Los Angeles ("County") and [**] ("Contractor"), and is incorporated in the Agreement by reference hereof. In the event of conflicting terms between the Agreement and this SOW, the terms of the Agreement shall prevail and nothing in this SOW shall modify or amend any provisions of the Agreement (including all components such as Statements of Work, Service Level Agreements, Exhibits, etc.) unless such modifications or amendments and the provisions of the Agreement which they modify or amend are specifically identified in this SOW and are Approved. This SOW includes any attachments hereto. Any capitalized terms not defined in this SOW shall have the meaning as used in the Agreement.</p>
SECTION 2. (COST ACCOUNTING AND DECISION SUPPORT SYSTEM)			
Paragraph 1	<p>This SOW describes the Support, maintenance, and operation Services of the CADS System. The Deliverables in this SOW may be delivered such that Services may occur as to multiple tasks simultaneously.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<p>This SOW describes the Support, maintenance, and operation Services of the CADS System. The Deliverables in this SOW may be delivered such that Services may occur as to multiple tasks simultaneously.</p>

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Exhibit A.2.RF (Support Services and Maintenance SOW
Response Form)
Agreement No. [**]

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
SECTION 3. (SOW SUMMARY)			
3.1 (SOW Team Structure and Resources)	Contractor will provide a Project Staffing and Resource Management Plan (as specified under Subtask 1.2 (Maintain Project Staffing and Resource Management Plan) of this SOW). This plan will be utilized to establish fully loaded (identification of FTE equivalent or hours for all resources by Key Milestone) Contractor resource staffing commitments and to detail specific County resources that will guide County on how best to allocate and deploy staff to this Project. Notwithstanding the forgoing, this is a fixed fee engagement and the Contractor resources identified in the Project Staffing and Resource Management Plan do not limit the resources that may be required by Contractor.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Contractor will provide a Project Staffing and Resource Management Plan (as specified under Subtask 1.2 (Maintain Project Staffing and Resource Management Plan) of this SOW). This plan will be utilized to establish fully loaded (identification of FTE equivalent or hours for all resources by Key Milestone) Contractor resource staffing commitments and to detail specific County resources that will guide County on how best to allocate and deploy staff to this Project. Notwithstanding the forgoing, this is a fixed fee engagement and the Contractor resources identified in the Project Staffing and Resource Management Plan do not limit the resources that may be required by Contractor.
3.2 (Critical Success Factors)	<p>A number of factors are deemed critical to overall Project success. The Parties acknowledge that the following factors are critical to the success of this Project:</p> <p>Strong Project Management — Effectively managing the Services provided under the Agreement to the Project Schedule and results to be achieved and managing issues, driving decisions, risk, dependencies, and resources in a manner to achieve the Project Schedule and the results.</p> <p>Open Communication and Governance Structure Clearly Defined — Good and open communication must</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<p>A number of factors are deemed critical to overall Project success. The Parties acknowledge that the following factors are critical to the success of this Project:</p> <p>Strong Project Management — Effectively managing the Services provided under the Agreement to the Project Schedule and results to be achieved and managing issues, driving decisions, risk, dependencies, and resources in a manner to achieve the Project Schedule and the results.</p> <p>Open Communication and Governance Structure Clearly Defined — Good and open communication must</p>

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Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	<p>be established early. Governance, committee structure, and committee members must be defined early. Meeting schedules must also be established for the length of the Project.</p> <p>Executive Leadership Involvement — It is imperative that executive leadership from Contractor and County be involved in the Project governance and meet at regular intervals to discuss the Project’s progress and reach agreement on any key decisions that have been escalated to their level.</p>		<p>be established early. Governance, committee structure, and committee members must be defined early. Meeting schedules must also be established for the length of the Project.</p> <p>Executive Leadership Involvement — It is imperative that executive leadership from Contractor and County be involved in the Project governance and meet at regular intervals to discuss the Project’s progress and reach agreement on any key decisions that have been escalated to their level.</p>
3.3 (Schedule)	<p>Scheduled commencement dates, scheduled completion dates, and anticipated durations for tasks and subtasks will be developed as part of the Project Work Plan in accordance with Exhibit A.1 (Cost Accounting and Decision Support System Statement of Work), Section 5.1 (Services and Deliverables), Subtask 1.1 (Develop and Maintain Detailed Project Work Plan), and maintained in accordance with Section 5.1 (Services and Deliverables), Subtask 1.1 (Maintain Detailed Project Work Plan).</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>The detailed workplan is developed post contract signature.</p>	<p>Scheduled commencement dates, scheduled completion dates, and anticipated durations for tasks and subtasks will be developed as part of the Project Work Plan in accordance with Exhibit A.1 (Cost Accounting and Decision Support System Statement of Work), Section 5.1 (Services and Deliverables), Subtask 1.1 (Develop and Maintain Detailed Project Work Plan), and maintained in accordance with Section 5.1 (Services and Deliverables), Subtask 1.1 (Maintain Detailed Project Work Plan). <u>Such Work Plan will be developed post contract signature.</u></p>
SECTION 4. (GENERAL RESPONSIBILITIES)			
Paragraph 1	<p>For the Services provided under this SOW:</p> <p>(1) The Services will be performed by Contractor on-site, at sites designated by County and off-site location(s) as agreed by the Parties in writing for specific activities.</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific</p>	<p>For the Services provided under this SOW:</p> <p>(1) The Services will be performed by Contractor <u>either (1) remotely; (2) on-site (as requested by County)</u>, at sites designated by County and off-</p>

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	<p>(2) Contractor will provide designated full-time on-site key Project leadership members to deliver the Services during normal business hours, 8:00 AM to 5:00 PM, Pacific Time, Monday through Friday, except County and Contractor recognized holidays, unless otherwise agreed by the Parties in writing. Project leadership that is not on-site will also be available during normal business hours, 8:00 AM to 5:00 PM, Pacific Time, unless otherwise agreed by the Parties in writing.</p> <p>(3) Contractor will utilize a web portal implementation methodology, templates, and other tools as required to support the efficient and cost-effective execution of the Services defined in this SOW to the extent the web portal is not inconsistent with the Agreement. This includes use of Contractor's knowledge capital databases and other repositories of Deliverables and intellectual capital from previous client experiences.</p> <p>(4) Contractor will provide all Services in English.</p>	<p>concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>A majority of our services are done remotely. We are not sure what is meant by the reference to the web portal.</p>	<p>site location(s) as agreed by the Parties in writing for specific activities.</p> <p>(2) Contractor will provide designated full-time on-site key Project leadership members to deliver the Services during normal business hours, 8:00 AM to 5:00 PM, Pacific Time, Monday through Friday, except County and Contractor recognized holidays, unless otherwise agreed by the Parties in writing. Project leadership that is not on-site will also be available during normal business hours, 8:00 AM to 5:00 PM, Pacific Time, unless otherwise agreed by the Parties in writing.</p> <p>(3) Contractor will utilize a web portal implementation methodology, templates, and other tools as required to support the efficient and cost-effective execution of the Services defined in this SOW to the extent the web portal is not inconsistent with the Agreement. This includes use of Contractor's knowledge capital databases and other repositories of Deliverables and intellectual capital from previous client experiences.</p> <p>(4)(3) Contractor will provide all Services in English.</p>
4.1 (Contractor Project Manager Responsibilities) Paragraph 1	Contractor will designate a Contractor Project Manager through Final Acceptance to whom all County communications may be addressed and who has the authority to represent and commit Contractor in connection with all aspects of this SOW.	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p>	Contractor will designate a Contractor Project Manager through Final Acceptance Delivery of all Deliverables to whom all County communications may be addressed and who has the authority to represent and commit Contractor in connection with all aspects of this SOW.

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		Removed the reference to Acceptance.	
4.1 (Contractor Project Manager Responsibilities) Paragraph 2	<p><i>The Contractor Project Manager's obligations include:</i></p> <ul style="list-style-type: none"> (1) Establish and maintain communications through the County SOW Lead and Project governance structure; (2) Manage the delivery of Services and Service Interdependencies; (3) Notify County of any Contractor focal point or contacts for specific activities or tasks; (4) Manage and maintain the Project Work Plan that lists, as appropriate, the activities, tasks, assignments, Service Interdependencies, Key Milestones, and Deliverables, and schedule; (5) Measure, track, and evaluate progress against the Project Schedule; (6) Work with the County SOW Lead to resolve deviations, if any, from the Project Schedule; (7) Coordinate and manage the activities of Contractor Personnel; (8) Report to the County SOW Lead problems and issues impacting Contractor's provision of the Services that require County's attention and resolution; (9) Coordinate resolution of all Service issues including those raised by the County SOW Lead 	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<p><i>The Contractor Project Manager's obligations include:</i></p> <ul style="list-style-type: none"> (1) Establish and maintain communications through the County SOW Lead and Project governance structure; (2) Manage the delivery of Services and Service Interdependencies; (3) Notify County of any Contractor focal point or contacts for specific activities or tasks; (4) Manage and maintain the Project Work Plan that lists, as appropriate, the activities, tasks, assignments, Service Interdependencies, Key Milestones, and Deliverables, and schedule; (5) Measure, track, and evaluate progress against the Project Schedule; (6) Work with the County SOW Lead to resolve deviations, if any, from the Project Schedule; (7) Coordinate and manage the activities of Contractor Personnel; (8) Report to the County SOW Lead problems and issues impacting Contractor's provision of the Services that require County's attention and resolution; (9) Coordinate resolution of all Service issues including those raised by the County SOW Lead

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	<p>and, as necessary, escalate such issues within the Contractor organization;</p> <p>(10) Administer the Project Control Document with the County SOW Lead;</p> <p>(11) Conduct regularly scheduled Project Status Meetings and prepare weekly Status Reports for the Services defined in this SOW; and</p>		<p>and, as necessary, escalate such issues within the Contractor organization;</p> <p>(10) Administer the Project Control Document with the County SOW Lead;</p> <p>(11) Conduct regularly scheduled Project Status Meetings and prepare weekly Status Reports for the Services defined in this SOW; and</p>
4.1 (Contractor Project Manager Responsibilities) Paragraph 3	Contractor will perform these activities throughout the provision of the Services.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Contractor will perform these activities throughout the provision of the Services.
SECTION 4.2. (SPECIFIC COUNTY TASKS)			
4.2.1 (County SOW Lead Responsibilities) Paragraph 1	<p>The County will assign a lead for this SOW (referred to as the "Cost Accounting and Decision Support System Lead" or "County SOW Lead"). The County SOW Lead will:</p> <p>(1) Serve as the primary interface between the Contractor Project Manager and County for the tasks and Deliverables set forth in this SOW;</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<p>The County will assign a lead for this SOW (referred to as the "Cost Accounting and Decision Support System Lead" or "County SOW Lead"). The County SOW Lead will:</p> <p>(1) Serve as the primary interface between the Contractor Project Manager and County for the tasks and Deliverables set forth in this SOW;</p>

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	<p>(2) Review this SOW and the responsibilities of both County and Contractor with the Contractor Project Manager;</p> <p>(3) Coordinate, manage, and be responsible for the control of the activities of County personnel for this SOW;</p> <p>(4) Communicate to the Contractor Project Manager any changes that may materially affect Contractor's provision of the Services set forth in this SOW;</p> <p>(5) Coordinate with Contractor Project Manager on Contractor's efforts to resolve problems and issues related to the Services set forth in this SOW;</p> <p>(6) Work with the Contractor Project Manager to resolve deviations, if any, from the Project Work Plan related to this SOW;</p> <p>(7) Coordinate resolution of issues raised by the Contractor Project Manager pertaining to this SOW and, as necessary, escalate such issues within the County organization;</p> <p>(8) Serve as the interface between Contractor's Project team and all County departments participating in activities for the Services set forth in this SOW;</p> <p>(9) Notify Contractor of any County focal point or contacts for specific activities or tasks related to this SOW;</p> <p>(10) Ensure that tasks related to this SOW assigned to personnel within the County organization will be</p>		<p>(2) Review this SOW and the responsibilities of both County and Contractor with the Contractor Project Manager;</p> <p>(3) Coordinate, manage, and be responsible for the control of the activities of County personnel for this SOW;</p> <p>(4) Communicate to the Contractor Project Manager any changes that may materially affect Contractor's provision of the Services set forth in this SOW;</p> <p>(5) Coordinate with Contractor Project Manager on Contractor's efforts to resolve problems and issues related to the Services set forth in this SOW;</p> <p>(6) Work with the Contractor Project Manager to resolve deviations, if any, from the Project Work Plan related to this SOW;</p> <p>(7) Coordinate resolution of issues raised by the Contractor Project Manager pertaining to this SOW and, as necessary, escalate such issues within the County organization;</p> <p>(8) Serve as the interface between Contractor's Project team and all County departments participating in activities for the Services set forth in this SOW;</p> <p>(9) Notify Contractor of any County focal point or contacts for specific activities or tasks related to this SOW;</p> <p>(10) Ensure that tasks related to this SOW assigned to personnel within the County organization will be</p>

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	<p>completed according to the timetable in the Project Schedule; and</p> <p>(11) Participate in selected Project status meetings with Contractor Project team members and schedule and coordinate attendance and participation of County personnel for interviews, meetings, and work sessions related to the completion of this SOW.</p>		<p>completed according to the timetable in the Project Schedule; and</p> <p>(11) Participate in selected Project status meetings with Contractor Project team members and schedule and coordinate attendance and participation of County personnel for interviews, meetings, and work sessions related to the completion of this SOW.</p>
4.2.1 (County SOW Lead Responsibilities) Paragraph 2	County may change the County SOW Lead by providing notification to the Contractor Project Manager with an introduction and handoff meeting to establish plans for a smooth transition.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	County may change the County SOW Lead by providing notification to the Contractor Project Manager with an introduction and handoff meeting to establish plans for a smooth transition.
4.2.2 (Other County Responsibilities) Paragraph 1	County agrees to comply with its responsibilities as described in this SOW. Such obligations are to be performed at no charge to Contractor.	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	County agrees to comply with its responsibilities as described in this SOW. Such obligations are to be performed at no charge to Contractor.

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4.2.2 (Other County Responsibilities) Paragraph 2	<p>County will:</p> <p>(1) Provide County standard and available office space, furniture, and access to the internet supporting VPN for Contractor Personnel while working at County's facilities;</p> <p>(2) Locate the Contractor Personnel in an area near County subject matter experts and technical personnel, where feasible;</p> <p>(3) Provide necessary security badges and clearances for Contractor Personnel working at County's facilities; and</p> <p>(4) Make available staff with appropriate skills and experience to deliver County tasks as specifically set forth in this SOW.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<p>County will:</p> <p>(5) Provide County standard and available office space, furniture, and access to the internet supporting VPN for Contractor Personnel while working at County's facilities;</p> <p>(6) Locate the Contractor Personnel in an area near County subject matter experts and technical personnel, where feasible;</p> <p>(7) Provide necessary security badges and clearances for Contractor Personnel working at County's facilities; and</p> <p>(8) Make available staff with appropriate skills and experience to deliver County tasks as specifically set forth in this SOW.</p>
SECTION 5. (SERVICES AND DELIVERABLES)			
5.1 (Services and Deliverables Summary Table) Paragraph 1	<p>The Services and Deliverables to be provided under this SOW are included in the following table and described in greater detail in Section 5.4 (Detailed SOW Tasks).</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<p>The Services and Deliverables to be provided under this SOW are included in the following table and described in greater detail in Section 5.4 (Detailed SOW Tasks).</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
5.2 (Deliverable Development and Approval Process) Paragraph 1	<p>This Section 5.2 specifies a repeating process for developing Deliverables for this SOW. Each Deliverable shall be developed in accordance with the following Contractor's obligations, which shall be subtasks to each individual task:</p> <ol style="list-style-type: none"> (1) All Deliverables must be developed in the form and format agreed to by County and Contractor using a Deliverables Expectations Document (also referred to as a "DED") Approved by County. As each Project Deliverable is submitted, Contractor must include a copy of the Project DED as the cover sheet. A template to be used for each DED during this Project can be found in Section 5.5 (Project Deliverable Expectations Document (DED) Template) of this SOW. (2) Facilitate events (e.g., workshops, meetings) as required for the development of each Deliverable. (3) Prepare drafts of the Deliverables for County for review. (4) Compile and incorporate County feedback to the draft Deliverable and prepare a revised Deliverable. (5) Distribute the revised Deliverable to County for review; obtain and analyze County feedback as above, and repeat if necessary. 	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Given the nature of our software implementation, the DED will not apply to every deliverable.</p>	<p>This Section 5.2 specifies a repeating process for developing Deliverables for this SOW. Each Deliverable shall be developed in accordance with the following Contractor's obligations, which shall be subtasks to each individual task:</p> <ol style="list-style-type: none"> (1) Some All Deliverables must will be developed in the form and format agreed to by County and Contractor using a Deliverables Expectations Document (also referred to as a "DED") Approved by County. As each Project Deliverable is submitted, Contractor must include a copy of the Project DED as the cover sheet. A template to be used for each DED during this Project can be found in Section 5.5 (Project Deliverable Expectations Document (DED) Template) of this SOW. <u>For some Deliverables, the DED will not apply.</u> (2) Facilitate events (e.g., workshops, meetings) as required for the development of each Deliverable. (3) Prepare drafts of the Deliverables for County for review. (4) Compile and incorporate County feedback to the draft Deliverable and prepare a revised Deliverable. (5) Distribute the revised Deliverable to County for review; obtain and analyze County feedback as above, and repeat if necessary.

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	(6) Complete a final version of the Deliverable including, prior to distribution for Approval by County, validation by Contractor that the Deliverable conforms to the Specifications and meets the Acceptance Criteria.		(6) Complete a final version of the Deliverable including, prior to distribution for Approval by County, validation by Contractor that the Deliverable conforms to the Specifications and meets the <u>Deliverable</u> Criteria.
5.3 (Support Services) Paragraph 1	For the avoidance of doubt, the Cost Accounting and Decision Support System shall be deemed Licensed Software under this Agreement, and subject to the representations, and warranties as set forth in the Agreement.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	For the avoidance of doubt, the Cost Accounting and Decision Support System shall be deemed Licensed Software under this Agreement, and subject to the representations, and warranties as set forth in the Agreement.
5.3 (Support Services) Paragraph 2	Support and maintenance for the Cost Accounting and Decision Support System will be provided in accordance with the Services identified in Task 2 (Maintenance and Operations) of this SOW, and the term "Support Services" in the Agreement as applied to the Cost Accounting and Decision Support System shall refer to such Services.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Support and maintenance for the Cost Accounting and Decision Support System will be provided in accordance with the Services identified in Task 2 (Maintenance and Operations) of this SOW, and the term "Support Services" in the Agreement as applied to the Cost Accounting and Decision Support System shall refer to such Services.

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SECTION 5.4. (DETAILED SOW TASKS)			
Task 1 (Ongoing Project Management)	The team members from Contractor, County, and external stakeholders will be introduced and their specific roles will be described through activities including an Ongoing Project Management Session. The Cost Accounting and Decision Support System support team will be introduced to various Contractor tools and methodologies, and Best Practice recommendations that will be used throughout this SOW.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	The team members from Contractor, County, and external stakeholders will be introduced and their specific roles will be described through activities including an Ongoing Project Management Session. The Cost Accounting and Decision Support System support team will be introduced to various Contractor tools and methodologies, and Best Practice recommendations that will be used throughout this SOW.
Subtask 1.1 (Maintain Detailed Project Work Plan)	Contractor will have developed an Initial Project Work Plan (PWP) as set forth in Exhibit A.1 (Cost Accounting and Decision Support System Statement of Work). The Contractor will maintain the Project Work Plan (PWP) throughout the duration of this SOW, including incorporating County feedback and continuously updating the PWP as necessary. The Contractor will hold regular PWP review sessions or incorporate the PWP into ongoing project meetings.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Contractor will have developed an Initial Project Work Plan (PWP) as set forth in Exhibit A.1 (Cost Accounting and Decision Support System Statement of Work). The Contractor will maintain the Project Work Plan (PWP) throughout the duration of this SOW, including incorporating County feedback and continuously updating the PWP as necessary. The Contractor will hold regular PWP review sessions or incorporate the PWP into ongoing project meetings.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
Deliverable 1.1 (Detailed Project Work Plan)	<ul style="list-style-type: none"> Updated and maintained Project Work Plan 	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<ul style="list-style-type: none"> Updated and maintained Project Work Plan
Acceptance Criteria 1.1	<ul style="list-style-type: none"> Updated and maintained Project Work Plan is delivered in accordance with the Agreement, Specifications and agreed delivery date, and has been Approved by County. 	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Changed Acceptance to Deliverable. These are example Deliverables which will be finalized via a scoping discussion between the parties.</p>	<p><u>Example Deliverable Criteria:</u></p> <ul style="list-style-type: none"> Updated and maintained Project Work Plan is delivered in accordance with the Agreement, Specifications and agreed delivery date, and has been Approved by County.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
Subtask 1.2 (Maintain Project Staffing and Resource Management Plan)	<p>Contractor will have created a Project Staffing and Resource Management Plan for all project steps for County as set forth in Exhibit A.1 (Cost Accounting and Decision Support System Statement of Work).</p> <p>Once Approved by County, Contractor will ensure the Project Staffing and Resource Management Plan is carried out appropriately. Contractor will maintain the Project Staffing and Resource Management Plan and periodically update it as necessary.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<p>Contractor will have created a Project Staffing and Resource Management Plan for all project steps for County as set forth in Exhibit A.1 (Cost Accounting and Decision Support System Statement of Work).</p> <p>Once Approved by County, Contractor will ensure the Project Staffing and Resource Management Plan is carried out appropriately. Contractor will maintain the Project Staffing and Resource Management Plan and periodically update it as necessary.</p>
Deliverable 1.2 (Project Staffing and Resource Management Plan)	<ul style="list-style-type: none"> Updated Project Resource requirements and estimates Updated Project Staffing and Resource Management Plan 	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<ul style="list-style-type: none"> Updated Project Resource requirements and estimates Updated Project Staffing and Resource Management Plan

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
Acceptance Criteria 1.2	<ul style="list-style-type: none"> Periodically, the Project Staffing and Resource Management Plan is updated as necessary, delivered, and Approved by County. 	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<ul style="list-style-type: none"> Periodically, the Project Staffing and Resource Management Plan is updated as necessary, delivered, and Approved by County.
Subtask 1.3 (Continue Ongoing Project Management)	<p>Contractor will conduct ongoing project management activities for the duration of the Agreement and will provide the following Project Control Documents:</p> <ul style="list-style-type: none"> Maintain Project Work Plan (set forth in Subtask 1.1); Coordinate work efforts related to this SOW with other Contractor and County initiatives (e.g., EHR System Upgrades, Enhancements, etc.); Perform Error Management; Manage and Develop Communications; Perform Risk Management; Manage staffing and resources consistent with the Project Staffing and Resource Management Plan (developed in Subtask 1.2); Perform Configuration and Technology Change Management; Perform Issue Management; 	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Project Management support is provided for the duration of the implementation.</p>	<p>Contractor will conduct ongoing project management activities for the duration of the <u>Agreement implementation</u> and will provide the following Project Control Documents:</p> <ul style="list-style-type: none"> Maintain Project Work Plan (set forth in Subtask 1.1); Coordinate work efforts related to this SOW with other Contractor and County initiatives (e.g., EHR System Upgrades, Enhancements, etc.); Perform Error Management; Manage and Develop Communications; Perform Risk Management; Manage staffing and resources consistent with the Project Staffing and Resource Management Plan (developed in Subtask 1.2); Perform Configuration and Technology Change Management;

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	<ul style="list-style-type: none"> Develop Status Reports and Conduct Status Meetings; and Maintain the solution architecture document consisting of recommended configurations, integrations, workflows, and technologies as identified. <p>The Contractor will provide Resources to execute all Project Management tasks, functions and activities described in Task 1 (Ongoing Project Management</p>		<ul style="list-style-type: none"> Perform Issue Management; Develop Status Reports and Conduct Status Meetings; and Maintain the solution architecture document consisting of recommended configurations, integrations, workflows, and technologies as identified. <p>The Contractor will provide Resources to execute all Project Management tasks, functions and activities described in Task 1 (Ongoing Project Management</p>
Deliverable 1.3 (Ongoing Project Management)	<ul style="list-style-type: none"> Bi-weekly status reports, or according to an agreed-upon schedule, and as requested by stakeholder groups Defined PMO structure in alignment with project structure and DHS established governance Updates to Project Control Documents and other Project plans 	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<ul style="list-style-type: none"> Bi-weekly status reports, or according to an agreed-upon schedule, and as requested by stakeholder groups Defined PMO structure in alignment with project structure and DHS established governance Updates to Project Control Documents and other Project plans
Acceptance Criteria 1.3	<ul style="list-style-type: none"> Final Project Control Documents and Project Management activities address all elements described in Subtask 1.3 (Continue Ongoing Project Management). Project Control Documents are regularly maintained and Approved by County, and include clearly defined and explained tasks and subtasks. 	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your</p>	<p><u>Example Deliverable Criteria:</u></p> <ul style="list-style-type: none"> Final Project Control Documents and Project Management activities address all elements described in Subtask 1.3 (Continue Ongoing Project Management). Project Control Documents are regularly maintained and Approved by County, and include clearly defined and explained tasks and subtasks.

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		<p>proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Changed Acceptance to Deliverable. These are example deliverables that will be finalized via a scoping discussion.</p>	
Task 2 (Maintenance and Operations)	Contractor will provide Cost Accounting and Decision Support System hosting services, maintenance and operations support for the duration of the Agreement Term. In addition, Contractor will continuously monitor the CADS System and will ensure the Cost Accounting and Decision Support System is maintained, tuned, configured, and optimized, with all Revisions to the Licensed Software installed and implemented, to deliver a system that (i) is available to County, (ii) is capable of delivering the required reports and data on a timely basis to meet the identified reporting requirements, and (iii) remains tuned and updated in accordance with the Agreement. Contractor also will provide training on major Revisions to the CADS System.		Contractor will provide Cost Accounting and Decision Support System hosting services, maintenance and operations support for the duration of the Agreement Term. In addition, Contractor will continuously monitor the CADS System and will ensure the Cost Accounting and Decision Support System is maintained, tuned, configured, and optimized, with all Revisions to the Licensed Software installed and implemented, to deliver a system that (i) is available to County, (ii) is capable of delivering the required reports and data on a timely basis to meet the identified reporting requirements, and (iii) remains tuned and updated in accordance with the Agreement. Contractor also will provide training on major Revisions to the CADS System.
Subtask 2.1 (Provide Cost Accounting and Decision Support System Production Supports)	<p>Contractor will provide ongoing Cost Accounting and Decision Support System Production Support for the duration of the Agreement during the hours of 8:00 AM to 5:00 PM Pacific Time as follows:</p> <ul style="list-style-type: none"> Contractor will provide application monitoring and management services, including: 	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your</p>	<p>Contractor will provide ongoing Cost Accounting and Decision Support System Production Support for the duration of the Agreement during the hours of 8:00 AM to 5:00 PM Pacific Time as follows:</p> <ul style="list-style-type: none"> Contractor will provide application monitoring and management services, including:

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	<ul style="list-style-type: none"> Monitoring and managing all Licensed Software and Third-Party Products used in the Cost Accounting and Decision Support System; Proactively and reactively notifying County help desk of issues, incidents, and problems found by Contractor that affect or may affect the Service, and of any required County intervention to avoid or resolve the issue, incident, or problem; and Monitoring and managing changes to inbound data. <ul style="list-style-type: none"> Contractor will provide application support for all Licensed Software and Third Party Product issues and County support requests, including: <ul style="list-style-type: none"> Integration with the County help desk and ticketing system to ensure tracking and resolution of tickets routed to Contractor team for resolution; Addressing issues escalated from County help desk related to Licensed Software and Third Party Products; Providing a single point of contact for application support issues; Supporting County help desk incident resolution as needed; Participating in the process of “hand off” from the County help desk to Contractor; Maintaining a record of incidents handed off from County help desk; Monitoring County help desk tickets to identify patterns and improve services; 	<p>proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Strata supports the programs only not third party products (example: Microsoft Excel is needed to run the Programs but if there were an issue with Excel our help desk would not support that product).</p> <p>All technical support issues need to be routed through our help desk for resolution.</p> <p>Reports can be sent upon request but we do not have a process to automatically send them.</p> <p>There is a not a single dedicated support person – all support requests will be triaged to our technical support team.</p>	<ul style="list-style-type: none"> Monitoring and managing all Licensed Software and Third-Party Products used in the Cost Accounting and Decision Support System; Proactively and reactively notifying County help desk of issues, incidents, and problems found by Contractor that affect or may affect the Service, and of any required County intervention to avoid or resolve the issue, incident, or problem; and Monitoring and managing changes to inbound data. <ul style="list-style-type: none"> Contractor will provide application support for all Licensed Software and Third-Party Product-issues and County support requests, including: <ul style="list-style-type: none"> Integration with the County help desk and ticketing system to ensure tracking and resolution of tickets routed to Contractor team for resolution; Addressing issues escalated from County help desk related to Licensed Software and Third-Party Products; Providing a single point of contact for application support issues; Supporting County help desk incident resolution as needed; Participating in the process of “hand off” from the County help desk to Contractor; Maintaining a record of incidents handed off from County help desk; Monitoring County help desk tickets to identify patterns and improve services;

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	<ul style="list-style-type: none"> ○ Electronically documenting resolution through an Interface to County's help desk and ticketing system (currently Cherwell); ○ Conducting root cause analysis on frequently recurring calls on the same topic; ○ Providing monthly service reports that include: <ul style="list-style-type: none"> ▪ Number of service requests; ▪ Description of issues; ▪ Root cause analysis; and ▪ Resolutions implemented. ○ Identifying recurring issues, proactively recommend solutions, and implement based on County's request; ○ Supporting County in addressing recurring issues as needed and agreed upon; ○ Developing and maintaining workflow documentation. ● Contractor will provide operations management services for the CADS System and its Interfaces, including: <ul style="list-style-type: none"> ○ Monitoring scheduled operations jobs to ensure scheduled tasks start and process without error; ○ Detection of abnormal conditions or alarms; ○ Logging of failed operations jobs and corrective action taken; ○ Restarting operations jobs as required; 		<ul style="list-style-type: none"> ○ Electronically documenting resolution through an Interface to County's help desk and ticketing system (currently Cherwell); ○ Conducting root cause analysis on frequently recurring calls on the same topic; ○ Providing monthly service reports <u>upon request</u> that include: <ul style="list-style-type: none"> ▪ Number of service requests; ▪ Description of issues; ▪ Root cause analysis; and ▪ Resolutions implemented. ○ Identifying recurring issues, proactively recommend solutions, and implement based on County's request; ○ Supporting County in addressing recurring issues as needed and agreed upon; ○ Developing and maintaining workflow documentation. ● Contractor will provide operations management services for the CADS System and its Interfaces, including: <ul style="list-style-type: none"> ○ Monitoring scheduled operations jobs to ensure scheduled tasks start and process without error; ○ Detection of abnormal conditions or alarms; ○ Logging of failed operations jobs and corrective action taken; ○ Restarting operations jobs as required;

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	<ul style="list-style-type: none"> ○ Documenting and reporting operations job issues; and ○ Adding and removing operations jobs. • Contractor will provide incident/problem management and resolution services using a structured IT service management methodology, including: <ul style="list-style-type: none"> ○ Response to Contractor or County-identified incident/problems; ○ Assessment of impact on County operations; ○ Triaging; ○ Tracking; ○ Escalation; ○ Notification; and ○ Resolution. • In providing the incident/problem management and resolution services, Contractor will: <ul style="list-style-type: none"> ○ Provide a single point of contact for incident reporting, resolution, and escalation; ○ Provide multiple channels for problem or incident reporting (e.g., online, email, telephone) to a single point of contact; ○ Maintain ownership of all problems through resolution and closure; ○ Perform root cause analysis on problems; ○ Notify County help desk of incidents or problems found by Contractor; ○ Staff operations and provide on-call incident and problem management and resolution during normal business hours, 8:00 AM to 5:00 PM, Pacific Time, 		<ul style="list-style-type: none"> ○ Documenting and reporting operations job issues; and ○ Adding and removing operations jobs. • Contractor will provide incident/problem management and resolution services using a structured IT service management methodology, including: <ul style="list-style-type: none"> ○ Response to Contractor or County-identified incident/problems; ○ Assessment of impact on County operations; ○ Triaging; ○ Tracking; ○ Escalation; ○ Notification; and ○ Resolution. • In providing the incident/problem management and resolution services, Contractor will: <ul style="list-style-type: none"> ○ Provide a single point of contact for incident reporting, resolution, and escalation; ○ Provide multiple channels for problem or incident reporting (e.g., online, email, telephone) to a single point of contact; ○ Maintain ownership of all problems through resolution and closure; ○ Perform root cause analysis on problems; ○ Notify County help desk of incidents or problems found by Contractor; ○ Staff operations and provide on-call incident and problem management and resolution during normal business hours, 8:00 AM to 5:00 PM, Pacific Time,

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	<p>Monday through Friday, except County and Contractor recognized holidays, unless otherwise agreed by the Parties in writing; and</p> <ul style="list-style-type: none"> ○ Ensure notification and escalation of incidents in accordance with the service-level agreements and Section 9.7 (Support Services) of the Agreement. • Contractor will provide County with a monthly report on incident/problem management, including: <ul style="list-style-type: none"> ○ Number of incidents; ○ List of all open problems; ○ Priority of problems; ○ Owner of problems; ○ Progress on open problems; ○ Estimated time to resolution of open problems; and ○ Root cause analysis for resolved problems as requested by County. • Contractor will design and implement a formal process for managing configuration and technology changes made to Licensed Software and Third-Party Products, including: <ul style="list-style-type: none"> ○ Coordination of configuration and technology changes with build and deployment teams during the Project; ○ Configuration and technology change management procedure including submission, analysis and prioritization of requests; ○ Execution of configuration and technology change; and 		<p>Monday through Friday, except County and Contractor recognized holidays, unless otherwise agreed by the Parties in writing; and</p> <ul style="list-style-type: none"> ○ Ensure notification and escalation of incidents in accordance with the service-level agreements and Section 9.7 (Support Services) of the Agreement. • Contractor will provide County with a monthly report on incident/problem management <u>upon request</u>, including: <ul style="list-style-type: none"> ○ Number of incidents; ○ List of all open problems; ○ Priority of problems; ○ Owner of problems; ○ Progress on open problems; ○ Estimated time to resolution of open problems; and ○ Root cause analysis for resolved problems as requested by County. • Contractor will design and implement a formal process for managing configuration and technology changes made to Licensed Software and Third-Party Products, including: <ul style="list-style-type: none"> ○ Coordination of configuration and technology changes with build and deployment teams during the Project; ○ Configuration and technology change management procedure including submission, analysis and prioritization of requests; ○ Execution of configuration and technology change; and

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	<ul style="list-style-type: none"> Validation of configuration and technology change. Contractor will provide application-specific security services based on County guidelines in accordance with Exhibit K (Information Security Requirements) and Section 20 (Security) of the Agreement, including; <ul style="list-style-type: none"> Providing and maintaining virus protection; Monitoring for security errors, exceptions, and attempted violations; Reporting security violations to County per County policies; and Monitoring legal and regulatory requirements, conduct compliance testing, and provide compliance and certification review Contractor will provide Security services in compliance with applicable federal, state, County, and payor requirements. 		<ul style="list-style-type: none"> Validation of configuration and technology change. Contractor will provide application-specific security services based on County guidelines in accordance with Exhibit K (Information Security Requirements) and Section 20 (Security) of the Agreement, including; <ul style="list-style-type: none"> Providing and maintaining virus protection; Monitoring for security errors, exceptions, and attempted violations; Reporting security violations to County per County policies; and Monitoring legal and regulatory requirements, conduct compliance testing, and provide compliance and certification review Contractor will provide Security services in compliance with applicable federal, state, County, and payor requirements.
Deliverable 2.1 (Cost Accounting and Decision Support System Production Support)	<ul style="list-style-type: none"> Cost Accounting and Decision Support System Production Support Services provided Monthly report on incident/problem management 	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<ul style="list-style-type: none"> Cost Accounting and Decision Support System Production Support Services provided <u>Upon request, Monthly</u> reports on incident/problem management

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		We cannot send automatic monthly reports. These can be sent on request.	
Acceptance Criteria 2.1	<ul style="list-style-type: none"> Deliverable addresses all elements described in Subtask 2.1(Provide Cost Accounting and Decision Support System Production Support). Production Support services are delivered in accordance with the Agreement, Specifications and agreed delivery date, and has been Approved by County. 	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Changed Acceptance to Deliverable. These are example deliverables that will be finalized via a scoping discussion.</p>	<p><u>Example Deliverable Criteria:</u></p> <ul style="list-style-type: none"> Deliverable addresses all elements described in Subtask 2.1(Provide Cost Accounting and Decision Support System Production Support). Production Support services are delivered in accordance with the Agreement, Specifications and agreed delivery date, and has been Approved by County.
Subtask 2.2 (Conduct Service Level Monitoring and Reporting)	<p>Contractor will conduct Service Level monitoring and reporting in accordance with Exhibit E (Service Levels and Performance Standards) of the Agreement. Service Level monitoring and reporting will include:</p> <ul style="list-style-type: none"> Ongoing monitoring of Contractor adherence to Service Levels; Any issues that could impact an agreed-upon Service Level; 	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your</p>	<p>Contractor will conduct Service Level monitoring and reporting in accordance with Exhibit E (Service Levels and Performance Standards) of the Agreement. Service Level monitoring and reporting will include:</p> <ul style="list-style-type: none"> Ongoing monitoring of Contractor adherence to Service Levels; Any issues that could impact an agreed-upon Service Level;

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	<ul style="list-style-type: none"> Resolution of any root-causes impacting Contractor's ability to meet agreed-upon Service Levels; and Providing monthly statistics and management reports to County on Service Level attainment. Contractor will conduct calls as needed with County to discuss Service Levels and related issues. 	<p>proposed revision in the adjacent column using "track changes."</p> <hr/> <p>These type of reports can be sent upon request vs. automatically.</p>	<ul style="list-style-type: none"> Resolution of any root-causes impacting Contractor's ability to meet agreed-upon Service Levels; and Providing monthly statistics and management reports to County on Service Level attainment <u>upon request</u>. Contractor will conduct calls as needed with County to discuss Service Levels and related issues.
Deliverable 2.2 (Service Level Monitoring and Reporting)	<ul style="list-style-type: none"> Service Level monitoring and reporting Access to a dashboard report 	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p>	<ul style="list-style-type: none"> Service Level monitoring and reporting Access to a dashboard report
Acceptance Criteria 2.2	<ul style="list-style-type: none"> Service Level monitoring and reporting addresses all elements described in Subtask 2.2 (Conduct Service Level Monitoring and Reporting). 	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p>	<ul style="list-style-type: none"> Service Level monitoring and reporting addresses all elements described in Subtask 2.2 (Conduct Service Level Monitoring and Reporting).

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Subtask 2.3 (Provide Hosting Services)	<p>Throughout the Term of the Agreement, Contractor will provide Hosting Services.</p> <p>The Hosting Services will comply with the requirements of Exhibit M (Additional Hosting Services Terms and Conditions), Exhibit M.1 (Business Continuity Guidelines), Exhibit E (Service Levels and Performance Standards), Exhibit K (Information Security Requirements), the Agreement, and applicable SOWs.</p> <p>Contractor will:</p> <ul style="list-style-type: none"> • Provide Hosting Services • Operate the Licensed Software and the Hosting Services on a 24x7x365 basis; • Provide County with access to the Licensed Software and Hosting Services over network connections from the Hosting Environment on a 24x7x365 basis; • Provide, monitor and maintain Hosting Services hardware, software and communications infrastructure, including: <ul style="list-style-type: none"> ○ Physical infrastructure for data center (e.g., facility, environment, power); ○ Shared networking and application infrastructure; and ○ Computer systems, network equipment and Contractor WAN; 	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<p>Throughout the Term of the Agreement, Contractor will provide Hosting Services.</p> <p>The Hosting Services will comply with the requirements of Exhibit M (Additional Hosting Services Terms and Conditions), Exhibit M.1 (Business Continuity Guidelines), Exhibit E (Service Levels and Performance Standards), Exhibit K (Information Security Requirements), the Agreement, and applicable SOWs.</p> <p>Contractor will:</p> <ul style="list-style-type: none"> • Provide Hosting Services • Operate the Licensed Software and the Hosting Services on a 24x7x365 basis; • Provide County with access to the Licensed Software and Hosting Services over network connections from the Hosting Environment on a 24x7x365 basis; • Provide, monitor and maintain Hosting Services hardware, software and communications infrastructure, including: <ul style="list-style-type: none"> ○ Physical infrastructure for data center (e.g., facility, environment, power); ○ Shared networking and application infrastructure; and ○ Computer systems, network equipment and Contractor WAN;

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	<ul style="list-style-type: none"> Provide technical support in the installation of network termination devices; and Provide and maintain all Licensed Software, Hosting Software, and Third-Party Product licenses and sublicenses, and Documentation required to provide the Hosting Services. 		<ul style="list-style-type: none"> <u>If applicable</u>, Provide technical support in the installation of network termination devices; and Provide and maintain all Licensed Software, Hosting Software, and Third-Party Product licenses and sublicenses, and Documentation required to provide the Hosting Services.
Deliverable 2.3 (Hosting Services)	<ul style="list-style-type: none"> Hosting Services 	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<ul style="list-style-type: none"> Hosting Services
Acceptance Criteria 2.3	<ul style="list-style-type: none"> The Hosting Services comply with the Specifications. The Hosting Services address all elements described in Subtask 2.3 (Provide Hosting Services). 	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<p><u>Example Deliverable Criteria:</u></p> <ul style="list-style-type: none"> The Hosting Services comply with the Specifications. The Hosting Services address all elements described in Subtask 2.3 (Provide Hosting Services).

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		<p>Changed Acceptance to Deliverable. These are example deliverables that will be finalized via a scoping discussion.</p> <hr/>	
Subtask 2.4 (Conduct Backups and Restores)	<p>Contractor will conduct the backups and restores required by Section 3 (Backups) of Exhibit E (Service Levels and Performance Standards), including:</p> <ul style="list-style-type: none"> Regular backups of all County Data Regular backups of raw data and algorithms in the Cost Accounting and Decision Support System; Backup validation. <p>Contractor will conduct meetings as needed with County to discuss backup and restore activities and related issues.</p> <p>Contractor will provide County with monthly reports as needed certifying successful backup validation.</p>	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Reports can be provided upon request.</p>	<p>Contractor will conduct the backups and restores required by Section 3 (Backups) of Exhibit E (Service Levels and Performance Standards), including:</p> <ul style="list-style-type: none"> Regular backups of all County Data Regular backups of raw data and algorithms in the Cost Accounting and Decision Support System; Backup validation. <p>Contractor will conduct meetings as needed with County to discuss backup and restore activities and related issues.</p> <p>Contractor will provide County with monthly reports as needed <u>upon request</u> certifying successful backup validation.</p>
Deliverable 2.4 (Backups and Restores)	<ul style="list-style-type: none"> Backups Validation Report Monthly reports as needed Application monitoring via digital dashboard 	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your</p>	<ul style="list-style-type: none"> Backups Validation Report Monthly reports as needed<u>requested</u> Application monitoring via digital dashboard

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		<p>proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Reports can be provided upon request.</p>	
Acceptance Criteria 2.4	The Backups Validation and Restore services address all elements described in Subtask 2.4 (Conduct Backups and Restores).	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	The Backups Validation and Restore services address all elements described in Subtask 2.4 (Conduct Backups and Restores).
Subtask 2.5 (Provide System Adoption Services)	During the six (6) months after the completion of the transition of the Cost Accounting and Decision Support System to production support under Subtask 6.3 (Provide Go-Live Support and Transition to Production Support) set forth in Exhibit A.1 (Cost Accounting and Decision Support System Statement of Work), Contractor will provide both of the following:	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your</p>	During the six (6) months after the completion of the transition of the Cost Accounting and Decision Support System to production support under Subtask 6.3 (Provide Go-Live Support and Transition to Production Support) set forth in Exhibit A.1 (Cost Accounting and Decision Support System Statement of Work), Contractor will provide both of the following:

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	<ul style="list-style-type: none"> Configuration and other changes necessary to fix any defects or issues discovered prior to or during this period that were not resolved prior to deployment <ul style="list-style-type: none"> These issues and defects will be resolved in accordance with the applicable Service Level under Exhibit E (Service Levels and Performance Standards) of the Agreement. These issues and defects will be reported on consistent with the requirements related to issues and defects in general under this Agreement. Contractor will provide County with a single point of contact who will manage this process and provide County with regular communication about the progress of changes Contractor will ensure continuity of personnel assigned to manage this process to facilitate smooth communication and resolution. from the assigned personnel. <p>This Subtask 2.5 (Provide System Adoption Services) supplements and therefore, does not reduce any applicable obligations of the Contractor under this Agreement, including, but not limited to, Task 2 (Maintenance and Operations) of this SOW, Section 9.7 (Support Services), and Section 17.1 (Contractor's Warranties) of the Agreement.</p>	<p>proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Any defects will be routed through Contractor's help desk line vs. a single point of contact.</p>	<ul style="list-style-type: none"> Configuration and other changes necessary to fix any defects or issues discovered prior to or during this period that were not resolved prior to deployment <ul style="list-style-type: none"> These issues and defects will be resolved in accordance with the applicable Service Level under Exhibit E (Service Levels and Performance Standards) of the Agreement. These issues and defects will be reported on consistent with the requirements related to issues and defects in general under this Agreement. Contractor will provide County with a single point of contact who will manage this process and provide County with regular communication about the progress of changes Contractor will ensure continuity of personnel assigned to manage this process to facilitate smooth communication and resolution. from the assigned personnel. <p>This Subtask 2.5 (Provide System Adoption Services) supplements and therefore, does not reduce any applicable obligations of the Contractor under this Agreement, including, but not limited to, Task 2 (Maintenance and Operations) of this SOW, Section 9.7 (Support Services), and Section 17.1 (Contractor's Warranties) of the Agreement.</p>
Deliverable 2.5 (System Adoption Services)	<ul style="list-style-type: none"> Defect and issue resolution, including reporting On-site and remote hands-on training 	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p>	<ul style="list-style-type: none"> Defect and issue resolution, including reporting On-site and remote hands-on training

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Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	
Acceptance Criteria 2.5	<ul style="list-style-type: none"> One or more reports are submitted that enumerate, at a minimum, the total number of issues and defects submitted and resolved during the covered period, including all of the following for each issue and defect: <ul style="list-style-type: none"> When a ticket was submitted When the ticket was resolved The time taken to resolve the ticket The Service Level applicable to the ticket by category The Service Level applicable to the ticket in time The defect and issue resolution and hands-on training were provided consistent with the requirements described in Subtask 2.5 (Provide System Adoption Services). 	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Changed Acceptance to Deliverable. These are example deliverables that will be finalized via a scoping discussion.</p>	<p><u>Example Deliverable Criteria:</u></p> <ul style="list-style-type: none"> One or more reports are submitted that enumerate, at a minimum, the total number of issues and defects submitted and resolved during the covered period, including all of the following for each issue and defect: <ul style="list-style-type: none"> When a ticket was submitted When the ticket was resolved The time taken to resolve the ticket The Service Level applicable to the ticket by category The Service Level applicable to the ticket in time The defect and issue resolution and hands-on training were provided consistent with the requirements described in Subtask 2.5 (Provide System Adoption Services).
SECTION 5.5 (PROJECT DELIVERABLE EXPECTATIONS DOCUMENT TEMPLATE)			

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
[Intentionally omitted]	[Intentionally omitted]	[Intentionally omitted]	[Intentionally omitted]

County of Los Angeles

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Exhibit A.2.RF (Support Services and Maintenance SOW
Response Form)
Agreement No. [**]



**COST ACCOUNTING AND DECISION SUPPORT SYSTEM
AND RELATED SERVICES
REQUEST FOR PROPOSALS**

EXHIBIT C.RF (FEES; CONTRACTOR PROFESSIONAL SERVICES RATES RESPONSE FORM)

#CADSS2019

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
Paragraph 1	This Exhibit C (Fees; Contractor Professional Services Rates) is an attachment and addition to the Cost Accounting and Decision Support System and Services Agreement dated [REDACTED], 20 [REDACTED] (the “Agreement”) entered into by and between the County of Los Angeles, a political subdivision of the State of California (“County”) and [REDACTED] (“Contractor”) and is incorporated into the Agreement by reference hereof. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	This Exhibit C (Fees; Contractor Professional Services Rates) is an attachment and addition to the Cost Accounting and Decision Support System and Services Agreement dated [REDACTED], 20 [REDACTED] (the “Agreement”) entered into by and between the County of Los Angeles, a political subdivision of the State of California (“County”) and [REDACTED] (“Contractor”) and is incorporated into the Agreement by reference hereof. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.
SECTION 1. (INTRODUCTION)			
1.	The fundamental premise of the fee and pricing structure under the Agreement is that all elements of the CADS System, including the Licensed Software, Third-Party Products, Integral Third-Party Software, Hosting Software, Hardware, and Services including, Implementation Services, Hosting Services, Support Services, and any Optional Work are paid for only in the amount, and solely through the contractually specified mechanisms for payment of the fees (the “Authorized Billing and Payment Mechanisms”) set forth in this Exhibit C (Fees; Contractor Professional Services Rates), regardless of whether or not all costs or expenses to Contractor of providing a specific element of the CADS System can be directly traced to, or are captured by, an Authorized Billing and Payment Mechanism, each described in Section 2 (Authorized Billing And Payment Mechanisms). It is understood and agreed by the Parties that the total amount to	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Contractor made applicable revisions to this provision.</p>	The fundamental premise of the fee and pricing structure under the Agreement is that all elements of the CADS System, including the Licensed Software, Third-Party Products, Integral Third-Party Software, Hosting Software, <u>Hardware</u> , and Services including, Implementation Services, Hosting Services, <u>and</u> Support Services, <u>and any Optional Work</u> are paid for only in the amount, and solely through the contractually specified mechanisms for payment of the fees (the “Authorized Billing and Payment Mechanisms”) set forth in this Exhibit C (Fees; Contractor Professional Services Rates), regardless of whether or not all costs or expenses to Contractor of providing a specific element of the CADS System can be directly traced to, or are captured by, an Authorized Billing and Payment Mechanism, each described in Section 2 (Authorized Billing And Payment Mechanisms). It is understood and agreed by the Parties that the total amount to

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	be paid by County under the Agreement cannot exceed the Fixed Fee unless the Fixed Fee is modified pursuant to a duly Approved Amendment to the Agreement pursuant to Section 13 (Changes to Agreement) of the Agreement. The Fixed Fee is the maximum amount that could be paid, but is not a commitment to spend sums allocated under the Fixed Fee for Optional Work.		be paid by County under the Agreement cannot exceed the Fixed Fee unless the Fixed Fee is modified pursuant to a duly Approved Amendment to the Agreement pursuant to Section 13 (Changes to Agreement) of the Agreement. The Fixed Fee is the maximum amount that could be paid, but is not a commitment to spend sums allocated under the Fixed Fee for Optional Work.
1. Paragraph 2	The amounts to be paid by County under this Agreement through the Authorized Billing and Payment Mechanisms include all Contractor costs, including Contractor overhead, profit margin, and all costs of services, product, and goods delivery within the definition of Services. The Fixed Fee is the total amount that is allocated by County for payment under this Agreement, but is not the amount to be paid to Contractor under this Agreement. In the absence of an Approved Physical Growth Event, any sum attributed to a Use Reconciliation, the Approval by County of Optional Work, and Amendment approving additional CADS System capabilities, the maximum amount to be paid to Contractor over the Term under this Agreement is <u> Dollars (\$)</u> .	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor made applicable revisions to this provision.</p>	The amounts to be paid by County under this Agreement through the Authorized Billing and Payment Mechanisms include all Contractor costs, including Contractor overhead, profit margin, and all costs of services, product, and goods delivery within the definition of Services. The Fixed Fee is the total amount that is allocated by County for payment under this Agreement, but is not the amount to be paid to Contractor under this Agreement. In the absence of an Approved Physical Growth Event, any sum attributed to a Use Reconciliation , the Approval by County of Optional Work, and Amendment approving additional CADS System capabilities, the maximum amount to be paid to Contractor over the Term under this Agreement is <u> Dollars (\$)</u> .
1. Paragraph 3	Exhibit C.** (Detailed Pricing Summary) provides the detailed pricing summary by component of the CADS System. Exhibit C.** (Summary of Licensed Software Pricing by Module) provides a summary of pricing by Module of the CADS System.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p>	Exhibit C.** (Detailed Pricing Summary) provides the detailed pricing summary by component of the CADS System. Exhibit C.** (Summary of Licensed Software Pricing by Module) provides a summary of pricing by Module of the CADS System.

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Exhibit C.RF (Fees; Contractor Professional Services Rates Response Form)
 Agreement No. [**]

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
SECTION 2. (AUTHORIZED BILLING AND PAYMENT MECHANISMS)			
2. Paragraph 1	There are only six (6) Authorized Billing and Payment Mechanisms for payment of the fees under this Agreement. Each of these is detailed in this Section 2 (Authorized Billing and Payment Mechanisms) of Exhibit C (Fees; Contractor Professional Services Rates) and listed as follows:	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor changed the number of payment methods from 6 to 2.</p>	There are only <u>two (2)</u> six (6) Authorized Billing and Payment Mechanisms for payment of the fees under this Agreement. Each of these is detailed in this Section 2 (Authorized Billing and Payment Mechanisms) of Exhibit C (Fees; Contractor Professional Services Rates) and listed as follows:
2. Paragraph 1 (1)	Milestone Payments	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor requires full payment of all annual fees at the start of each contract year.</p>	1. <u>Annual</u> Milestone Payments

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
2. Paragraph 1 (2)	Recurring Monthly Fees	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>These payments are not applicable. Contractor requires full payment of all annual fees at the start of each contract year.</p>	2. Recurring Monthly Fees
2. Paragraph 1 (3)	Approved Physical Growth Event	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p>	3. Approved Physical Growth Event

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
2. Paragraph 1 (4)	Use Reconciliation	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	4. Use Reconciliation
2. Paragraph 1 (5)	Financial Change Order/Optional Work	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	5. Financial Change Order/Optional Work
2. Paragraph 1 (6)	Amendment	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and</p>	6. Amendment

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		<p>provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	
2. Paragraph 2	Contractor cannot invoice County under the Agreement except as provided under one of the Authorized Billing and Payment Mechanisms, and will not be entitled to, and will not receive, any payment, except as provided under one of the Authorized Billing and Payment Mechanisms set forth in this Section 2 (Authorized Billing and Payment Mechanisms). An indemnity payment under Section 15.3 (Sales/Use Tax) of the Agreement shall not be subject to this Section 2 (Authorized Billing and Payment Mechanisms).	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>County will make any indemnity payment in the same method as the fees owed to Contractor.</p>	Contractor cannot invoice County under the Agreement except as provided under one of the Authorized Billing and Payment Mechanisms, and will not be entitled to, and will not receive, any payment, except as provided under one of the Authorized Billing and Payment Mechanisms set forth in this Section 2 (Authorized Billing and Payment Mechanisms). An indemnity payment under Section 15.3 (Sales/Use Tax) of the Agreement shall not be subject to this Section 2 (Authorized Billing and Payment Mechanisms).
2.1	<p>Milestone Payments</p> <p>This Exhibit C (Fees; Contractor Professional Services Rates) sets forth the Milestone payment structure for the Milestones set forth in Exhibit C.** (Key Milestones and Key Deliverables Table) and amounts ("Milestone Payments") set forth in Exhibit C.** (Milestone Payments Table). The Milestone Payments amount of <u> </u> Dollars (\$<u> </u>) through the Productive Use</p>	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p>	<p>Milestone-Annual Subscription and One-time Implementation Payments</p> <p>This Exhibit C (Fees; Contractor Professional Services Rates) sets forth the Milestone Annual subscription and one-time implementation payment structure for for the Milestones set forth in Exhibit Cthe CADS System.** (Key Milestones and Key Deliverables Table) and amounts ("CADS Milestone Payments") set forth in Exhibit</p>

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Exhibit C.RF (Fees; Contractor Professional Services Rates Response Form)
 Agreement No. [**]

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	<p>of the Licensed Software is fixed and is not subject to change except in the event of an Approved Physical Growth Event described in Section 2.3 (Approved Physical Growth Event) below, and collectively referred to as “Authorized Modifications to Milestone Payments”. The Milestone Payments were negotiated between Contractor and County as a material condition under this Agreement and for the period from the Effective Date through the payment of the last Milestone Payment are to capture all compensation to Contractor for the Licensed Software (includes Integral Third-Party Software), Third-Party Products, Implementation Services, Support Services prior to its transition to Recurring Monthly Fees, one-time costs as to Hosting Services, and Hardware. Specified components of the Services (e.g., Hosting Services), and Licensed Software, and Third Party Products (e.g., clinical content) included in the Milestone Payments will transition from being paid under the Milestone Payments to being paid as Recurring Monthly Fees upon Productive Use of the Licensed Software (these items are highlighted on Exhibit C.** (Pricing Spreadsheet) both individually and collectively as “Milestone Payments Items That Transition”).</p>	<p>Contractor requires full payment of all annual fees at the start of each contract year. Implementation Fees will be billed upon the effective date.</p>	<p>C.** (Milestone Payments Table). The Annual Milestone subscription Payments <u>in the amount of _____ Dollars (\$ _____) will be billed annually starting on the Agreement Effective Date and for each year thereafter through the Commitment Period. The one-time Implementation Fee in the amount of _____ Dollars (\$ _____) will be billed upon the Effective Date of this Agreement. The Annual subscription payment through the Productive Use of the Licensed Software</u> is fixed and is not subject to change except in the event of an Approved Physical Growth Event described in Section 2.3 (Approved Physical Growth Event) below, and collectively referred to as “Authorized Modifications to Milestone Payments”. The Milestone Annual Subscription Fee and one-time Implementation Fee Payments were negotiated between Contractor and County as a material condition under this Agreement and for the period from the Effective Date through the payment of the last Milestone Payment<u>end of the Commitment Period and</u> are to capture all compensation to Contractor for the Licensed Software (includes Integral Third-Party Software), Third-Party Products, Implementation Services, Support Services, <u>and prior to its transition to Recurring Monthly Fees, one-time costs as to Hosting Services, and Hardware. Specified components of the Services (e.g., Hosting Services), and Licensed Software, and Third Party Products (e.g., clinical content) included in the Milestone Payments will transition from being paid under the Milestone Payments to being paid as Recurring Monthly Fees upon Productive Use of the Licensed Software (these items are highlighted on Exhibit C.**</u></p>

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Exhibit C.RF (Fees; Contractor Professional Services Rates Response Form)

Agreement No. [**]

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
			(Pricing Spreadsheet) both individually and collectively as “Milestone Payments Items That Transition”.
2.1 Paragraph 2	<p>The Milestone Payments are to be paid in accordance with the Agreement. Sections 14.3 (Implementation Services) and 15 (Invoices and Payments) of the Agreement most directly address the Milestone Payments, though relevant issues such as Acceptance, are addressed throughout the Agreement. Exhibit C.** (Milestone Payments Table) identifies the Key Milestones; the Key Milestone Allocation; the Key Milestone Scheduled Duration; the Monthly Key Milestone Payment; the Holdback Amount as to each Monthly Key Milestone Payment; the Key Deliverables associated with each Key Milestone; and the Due Date for each Key Deliverable. As to items marked on Exhibit C.** (Milestone Payments Table) as Milestone Payments Items That Transition, if Productive Use of the Licensed Software does not occur on or before _____, 20____ and County has not provided notice to Contractor of a material breach of the entire Agreement, such items will transition from being paid under the Milestone Payments to being paid as Recurring Monthly Fees. Notwithstanding the payment dates and amounts in the supporting exhibits of this Exhibit C (Fees; Professional Service Rates), the payment dates and amounts are subject to the provisions of the Agreement and the timing may otherwise be adjusted to accommodate Approved modifications to Exhibit A.5 (Project Work Plan).</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Contractor requires full payment of all annual fees at the start of each contract year.</p>	<p>The Milestone Payments are to be paid in accordance with the Agreement. Sections 14.3 (Implementation Services) and 15 (Invoices and Payments) of the Agreement most directly address the Milestone Payments, though relevant issues such as Acceptance, are addressed throughout the Agreement. Exhibit C.** (Milestone Payments Table) identifies the Key Milestones; the Key Milestone Allocation; the Key Milestone Scheduled Duration; the Monthly Key Milestone Payment; the Holdback Amount as to each Monthly Key Milestone Payment; the Key Deliverables associated with each Key Milestone; and the Due Date for each Key Deliverable. As to items marked on Exhibit C.** (Milestone Payments Table) as Milestone Payments Items That Transition, if Productive Use of the Licensed Software does not occur on or before _____, 20____ and County has not provided notice to Contractor of a material breach of the entire Agreement, such items will transition from being paid under the Milestone Payments to being paid as Recurring Monthly Fees. Notwithstanding the payment dates and amounts in the supporting exhibits of this Exhibit C (Fees; Professional Service Rates), the payment dates and amounts are subject to the provisions of the Agreement and the timing may otherwise be adjusted to accommodate Approved modifications to Exhibit A.5 (Project Work Plan).</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
2.1 Paragraph 3	The Parties understand and agree that except as expressly provided for with regard to Optional Work or Pool Dollars or an Amendment that are derived from one of the Authorized Billing and Payment Mechanisms, there is no concept of a financial change order applicable to the Agreement. The limitations on the concept of a financial change order are intentional and are designed to ensure that the fixed fee elements of the Agreement remain unchanged and predictable throughout the Term.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p>	The Parties understand and agree that except as expressly provided for with regard to Optional Work or Pool Dollars or an Amendment that are derived from one of the Authorized Billing and Payment Mechanisms, there is no concept of a financial change order applicable to the Agreement. The limitations on the concept of a financial change order are intentional and are designed to ensure that the fixed fee elements of the Agreement remain unchanged and predictable throughout the Term.
2.1 Paragraph 4	As to Milestone Payments, in the absence of an Approved Physical Growth Event, there can be no change to the Milestone Payments.	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Updates were made to reference the annual subscription fee and that changes can be made for the other factors outlined in this agreement.</p>	As to Milestone Annual Subscription Fee Payments, in the absence of an Approved Physical Growth Event, <u>Use Reconciliation or a financial change order executed by both parties</u> , there can be no change to the Milestone Annual Subscription Payments.
2.2	<p>Recurring Monthly Fees</p> <p>This Exhibit C (Fees; Contractor Professional Services Rates) sets forth the timing and amounts of the Recurring Monthly Fees. The total Recurring Monthly Fees amount of _____ Dollars (\$) as reflected on Exhibit C.** (Milestone Payments Table) under Total Recurring Monthly Fees</p>	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p>	<p><u>Recurring Monthly Fees</u></p> <p><u>This Exhibit C (Fees; Contractor Professional Services Rates) sets forth the timing and amounts of the Recurring Monthly Fees. The total Recurring Monthly Fees amount of _____ Dollars (\$) as reflected on Exhibit C.** (Milestone Payments Table) under Total Recurring Monthly Fees</u></p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	through the Initial Support Term are fixed and are not subject to change except in the event of an Approved Physical Growth Event or a Use Reconciliation after the third, fifth, seventh, and ninth Contract Years. The Recurring Monthly Fees from the first Renewal Term through the Term are fixed and are not subject to change except in the event of (1) an Approved Physical Growth Event or (2) a Use Reconciliation. The Recurring Monthly Fees were negotiated between Contractor and County as a material condition under this Agreement to capture all compensation to Contractor for the Licensed Software (includes Integral Third-Party Software), Third-Party Products, Services (includes Implementation Services, Support Services, Hosting Services), Hardware, Hosting Software, and Hosting Environment; subject only to the Authorized Billing and Payment Mechanisms and Use Reconciliation.	This provision is not applicable. Contractor requires full payment of all annual fees at the start of each contract year.	through the Initial Support Term are fixed and are not subject to change except in the event of an Approved Physical Growth Event or a Use Reconciliation after the third, fifth, seventh, and ninth Contract Years. The Recurring Monthly Fees from the first Renewal Term through the Term are fixed and are not subject to change except in the event of (1) an Approved Physical Growth Event or (2) a Use Reconciliation. The Recurring Monthly Fees were negotiated between Contractor and County as a material condition under this Agreement to capture all compensation to Contractor for the Licensed Software (includes Integral Third-Party Software), Third-Party Products, Services (includes Implementation Services, Support Services, Hosting Services), Hardware, Hosting Software, and Hosting Environment; subject only to the Authorized Billing and Payment Mechanisms and Use Reconciliation.
2.2.1	Use Reconciliation After the completion of the third, fifth, seventh, and ninth Contract Years, and in a Contract Year following an Approved Physical Growth Event (as to the impact of the Approved Physical Growth Event only), Contractor may request in writing within sixty (60) days of the beginning of the applicable Contract Year a Use Reconciliation to occur during the first calendar quarter of the applicable Contract Year. The results of the Use Reconciliation will be applied as of the first (1 st) day of the Contract Year in which the Use Reconciliation takes place.	Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No" <hr/> If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes." <hr/> This can take place at any point during the Commitment Period.	Use Reconciliation After the completion of the third, fifth, seventh, and ninth Contract Years, and in a Contract Year following an Approved Physical Growth Event (as to the impact of the Approved Physical Growth Event only), Contractor and County may perform a use reconciliation at any point during the Commitment Period. may request in writing within sixty (60) days of the beginning of the applicable Contract Year a Use Reconciliation to occur during the first calendar quarter of the applicable Contract Year. The results of the Use Reconciliation will be applied as of the first (1st) day of the Contract Year in which the Use Reconciliation takes place.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
2.2.1 Paragraph 2	The Use Reconciliation is intended to capture additional infrastructure costs to Contractor that arise in connection with expanded use or consumption by County of the CADS System, or, as applicable the Approved Physical Growth Event. The Use Reconciliation will be accomplished by comparing the baseline use and consumption metrics as to the CADS System components specified in the table in Section 2.2.2 (Baseline Use Metrics) (the “Baseline Use Metrics”) against County’s actual use and consumption metrics measured in accordance with the table in Section 2.2.2 (Baseline Use Metrics). After the completion of any Use Reconciliation, in the event County’s then-current use exceeds the baseline use metrics in an amount that triggers a “Reconciliation Adjustment” to the Recurring Monthly Fee as provided below, the then-current use metrics shall become the new baseline use metrics for any subsequent Use Reconciliation.	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This provision is not applicable. The Use Reconciliation will capture any additional fees which may be due as a result to expanded use of the CADS System by the County.</p>	<p>The Use Reconciliation is intended to capture additional infrastructure costs to Contractor that arise in connection with expanded use or consumption by County of the CADS System, or, as applicable the Approved Physical Growth Event. The Use Reconciliation will be accomplished by comparing the baseline use and consumption metrics as to the CADS System components specified in the table in Section 2.2.2 (Baseline Use Metrics) (the “Baseline Use Metrics”) against County’s actual use and consumption metrics measured in accordance with the table in Section 2.2.2 (Baseline Use Metrics). After the completion of any Use Reconciliation, in the event County’s then-current use exceeds the baseline use metrics in an amount that triggers a “Reconciliation Adjustment” to the Recurring Monthly Fee as provided below, the then-current use metrics shall become the new baseline use metrics for any subsequent Use Reconciliation.</p>
2.2.2	<p>Baseline Use Metrics</p> <p>[See table in Exhibit C, Section 2.2.2 (Baseline Use Metrics)]</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This provision is not applicable.</p>	<p>Baseline Use Metrics</p> <p>[See table in Exhibit C, Section 2.2.2 (Baseline Use Metrics)]</p>
2.2.3	Concurrent User Definitions	Do you accept this provision?	Concurrent System User Definitions

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	<p>The “Peak Concurrent Users” shall mean the highest number of County Users simultaneously logged on through any device to the Hosting Services measured on a daily basis throughout each month. For avoidance of doubt, patients access through a portal or other means shall not be included in any Peak Concurrent User count. A User connecting a mobile electronic device to the Hosting Services or accessing the Hosting Services via a mobile electronic device or other wireless device will be counted as part of the Peak Concurrent Users. A Concurrent User logon is triggered and counted as part of the Peak Concurrent Users only when a User logs on to the Hosting Services through a device. The only way for a single User to be counted as more than one (1) Concurrent User simultaneous logon is for that User to be logged on to more than one (1) device at the same time. The Peak Average Concurrent Users is calculated by averaging the Peak Concurrent Users for the ten (10) highest days during a given calendar month.</p>	<p><input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>StrataJazz is sold on a System User model.</p>	<p>The “Peak ConcurrentSystem Users” <u>means an individual user of the CADS System with a specified name with a unique Windows or network logon name or ID who has full access to the CADS System.</u> shall mean the highest number of County Users simultaneously logged on through any device to the Hosting Services measured on a daily basis throughout each month. For avoidance of doubt, patients access through a portal or other means shall not be included in any Peak Concurrent User count. A User connecting a mobile electronic device to the Hosting Services or accessing the Hosting Services via a mobile electronic device or other wireless device will be counted as part of the Peak Concurrent Users. A Concurrent User logon is triggered and counted as part of the Peak Concurrent Users only when a User logs on to the Hosting Services through a device. The only way for a single User to be counted as more than one (1) Concurrent User simultaneous logon is for that User to be logged on to more than one (1) device at the same time. The Peak Average Concurrent Users is calculated by averaging the Peak Concurrent Users for the ten (10) highest days during a given calendar month.</p>
2.2.4	<p>Ratio Protection</p> <p>As described further below, County has provided Contractor with information reflecting the number of County Users. Contractor has used these numbers and its experience providing cost accounting systems to other health care systems to derive the number of County Users against which to apply Contractor’s established concurrent use ratios. Contractor ratios typically range from 5:1 to 4:1, with the 4:1 ratio yielding the</p>	<p>Do you accept this provision?</p> <p><input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This provision is not applicable.</p>	<p>Ratio Protection</p> <p>As described further below, County has provided Contractor with information reflecting the number of County Users. Contractor has used these numbers and its experience providing cost accounting systems to other health care systems to derive the number of County Users against which to apply Contractor’s established concurrent use ratios. Contractor ratios typically range from 5:1 to 4:1, with the 4:1 ratio yielding the</p>

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	highest concurrent user count using Contractor's ratios.		highest concurrent user count using Contractor's ratios.
2.2.4 Paragraph 2	Contractor has applied a [REDACTED]:1 ratio to County Users to derive the [REDACTED] Peak Average Concurrent Users baseline used in the Agreement. The number of County Users was provided by the County. Contractor has determined that based on that information the appropriate number of County Users to utilize to calculate Concurrent Users is [REDACTED].	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>This provision is not applicable.</p>	Contractor has applied a [REDACTED]:1 ratio to County Users to derive the [REDACTED] Peak Average Concurrent Users baseline used in the Agreement. The number of County Users was provided by the County. Contractor has determined that based on that information the appropriate number of County Users to utilize to calculate Concurrent Users is [REDACTED].
2.2.4 (a)	In the event there is a Use Reconciliation and the trigger level of Peak Average Concurrent Users required for a price adjustment is met (actual Peak Average Concurrent Users exceeds the then current Use Baseline for Peak Average Concurrent Users as specified in the table in Section 2.2.2 (Baseline Use Metrics)), and the excess Peak Average Concurrent Users is determined to be primarily caused by County's use of the CADS System at a lower than [REDACTED]:1 (e.g., [REDACTED]:1) ratio (and not due to an increase in the number of nominal County Users in excess of [REDACTED]), then no price adjustment will result. The ratio is the number of nominal County Users to the Peak Average Concurrent Users.	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>This provision is not applicable.</p>	In the event there is a Use Reconciliation and the trigger level of Peak Average Concurrent Users required for a price adjustment is met (actual Peak Average Concurrent Users exceeds the then current Use Baseline for Peak Average Concurrent Users as specified in the table in Section 2.2.2 (Baseline Use Metrics)), and the excess Peak Average Concurrent Users is determined to be primarily caused by County's use of the CADS System at a lower than [REDACTED]:1 (e.g., [REDACTED]:1) ratio (and not due to an increase in the number of nominal County Users in excess of [REDACTED]), then no price adjustment will result. The ratio is the number of nominal County Users to the Peak Average Concurrent Users.
2.2.4 (b)	In the event the cause of the excess Peak Average Concurrent Users is determined to be caused both by County's use of the CADS	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p>	In the event the cause of the excess Peak Average Concurrent Users is determined to be caused both by County's use of the CADS

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	System at a lower than [REDACTED]:1 ratio and by an increase in the number of nominal County Users in excess of [REDACTED], County will pay one-half (1/2) of any price adjustment triggered by such Peak Average Concurrent Users.	<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This provision is not applicable.</p>	<p>System at a lower than [REDACTED]:1 ratio and by an increase in the number of nominal County Users in excess of [REDACTED], County will pay one-half (1/2) of any price adjustment triggered by such Peak Average Concurrent Users.</p>
2.2.4 (c)	In the event the cause of the excess Peak Average Concurrent Users is determined to be caused only by an increase in number of nominal County Users in excess of [REDACTED], any price adjustment will be in accordance with this Sections 2.2.1 (Use Reconciliation), 2.2.2 (Baseline Use Metrics), and 2.2.3 (Concurrent User Definitions) of this Exhibit C (Fees; Contractor Professional Services Rates).	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This provision is not applicable.</p>	<p>In the event the cause of the excess Peak Average Concurrent Users is determined to be caused only by an increase in number of nominal County Users in excess of [REDACTED], any price adjustment will be in accordance with this Sections 2.2.1 (Use Reconciliation), 2.2.2 (Baseline Use Metrics), and 2.2.3 (Concurrent User Definitions) of this Exhibit C (Fees; Contractor Professional Services Rates).</p>
2.2.4 Paragraph 3	Notwithstanding the forgoing, if the Contractor ratio is insufficient and the insufficiency is directly attributable to a government mandated change in the use of CADS Systems (excluding changes mandated in connection with Meaningful Use at any stage); County shall be responsible for such increased Peak Average Concurrent Users attributed to the government mandated change as if the ratios were correct.	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This provision is not applicable.</p>	<p>Notwithstanding the forgoing, if the Contractor ratio is insufficient and the insufficiency is directly attributable to a government mandated change in the use of CADS Systems (excluding changes mandated in connection with Meaningful Use at any stage); County shall be responsible for such increased Peak Average Concurrent Users attributed to the government mandated change as if the ratios were correct.</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
2.2.5	<p>Concurrent Use Management</p> <p>To effectively manage the Peak Average Concurrent Use of the CADS System and minimize the likelihood of a Use Reconciliation payment resulting from Peak Average Concurrent User increases, the Parties agree to jointly manage concurrent use throughout the Term. In each calendar month Contractor shall measure the variance of the Baseline Use Metric and the Peak Concurrent Users on a daily basis. Contractor shall provide County with monthly written reports regarding Peak Concurrent User usage and any variance with respect to the applicable Baseline Use Metric. The parties shall manage concurrent use by utilizing a ninety percent (90%) Peak Concurrent User target. Whenever Peak Concurrent Users exceed ninety percent (90%) of the applicable Peak Concurrent User reconciliation trigger more than three (3) times in any calendar month, Contractor will notify County in writing and provide as much detail as to reasons for the Peak Concurrent User spikes as it can discern from its data and County's historical concurrent use patterns. If the Parties cannot identify the cause of the spikes, Contractor will perform a root cause analysis to assess the reason for the variance. Additionally, concurrent use management shall be a standing agenda item for the Quarterly Review Meetings.</p>	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>This provision is not applicable.</p>	<p>Concurrent Use Management</p> <p>To effectively manage the Peak Average Concurrent Use of the CADS System and minimize the likelihood of a Use Reconciliation payment resulting from Peak Average Concurrent User increases, the Parties agree to jointly manage concurrent use throughout the Term. In each calendar month Contractor shall measure the variance of the Baseline Use Metric and the Peak Concurrent Users on a daily basis. Contractor shall provide County with monthly written reports regarding Peak Concurrent User usage and any variance with respect to the applicable Baseline Use Metric. The parties shall manage concurrent use by utilizing a ninety percent (90%) Peak Concurrent User target. Whenever Peak Concurrent Users exceed ninety percent (90%) of the applicable Peak Concurrent User reconciliation trigger more than three (3) times in any calendar month, Contractor will notify County in writing and provide as much detail as to reasons for the Peak Concurrent User spikes as it can discern from its data and County's historical concurrent use patterns. If the Parties cannot identify the cause of the spikes, Contractor will perform a root cause analysis to assess the reason for the variance. Additionally, concurrent use management shall be a standing agenda item for the Quarterly Review Meetings.</p>
2.3	<p>Approved Physical Growth Event</p> <p>Except as provided through application of another Authorized Billing and Payment Mechanism there is no additional fee or charge to County for increasing the volume of its use of the CADS System as authorized</p>	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and</p>	<p>Approved Physical Growth Event</p> <p>Except as provided through application of another Authorized Billing and Payment Mechanism there is no additional fee or charge to County for increasing the volume of its use of the CADS System as authorized</p>

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	under the Agreement unless County: (i) makes the CADS System available for use to another [REDACTED]; or (ii) [REDACTED] (an “Approved Physical Growth Event”). Within six (6) months of an Approved Physical Growth Event, the Parties will adjust the Fees as set forth in Exhibit C.** (Approved Physical Growth Event Pricing); unless a Use Reconciliation occurs earlier, in which case the increased CADS System use due to the Approved Physical Growth Event will be accounted for in the earlier Use Reconciliation.	provide your proposed revision in the adjacent column using “track changes.” Changes have been made to account for how additional fees would be due.	under the Agreement <u>due to organic growth by the County. Additional subscription and applicable implementation fees would be due if unless</u> County <u>either</u> : (i) <u>makes the CADS System available for use to another [REDACTED] acquires another hospital;</u> or (ii) <u>[REDACTED] increases the number of System Users authorized to use the CADS System</u> (an “Approved Physical Growth Event”). <u>Within six (6) months of an</u> Upon the Approved Physical Growth Event, the Parties will adjust the Fees as set forth in Exhibit C.** (Approved Physical Growth Event Pricing); unless a Use Reconciliation occurs earlier, in which case the increased CADS System use due to the Approved Physical Growth Event will be accounted for in the earlier Use Reconciliation.
2.3 Paragraph 2	The fees to be paid by County to Contractor for an Approved Physical Growth Event are set forth in Exhibit C.** (Approved Physical Growth Event Pricing).	Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No” If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.” These fees will be determined upon the Approved Physical Growth Event.	The fees to be paid by County to Contractor for an Approved Physical Growth Event are set forth in Exhibit C.** (Approved Physical Growth Event Pricing). <u>will be determined by the parties upon the date of the Approved Physical Growth Event.</u>
2.4	Financial Change Order/Optional Work and Discounts Payment of Optional Work shall be as set forth in Sections 9.8 (Optional Work) and 14.6	Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No” -----	Financial Change Order/Optional Work <u>The parties may mutually agree to execute a Financial Change Order which may adjust the</u>

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	(Implementing Optional Work) and, as to Professional Services, at the Professional Service Rates for Optional Work set forth in Exhibit C.** (Contractor Professional Services Rate Card). Contractor has also provided optional pricing for additional Licensed Software, and related Services, as set forth in Exhibit C.1 (Optional Work).	<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This has been adjusted to conform to our standard arrangement for financial change orders.</p>	fees due under this Agreement. Payment of Optional Work shall be as set forth in Sections 9.8 (Optional Work) and 14.6 (Implementing Optional Work) and, as to Professional Services, at the Professional Service Rates for Optional Work set forth in Exhibit C.** (Contractor Professional Services Rate Card). Contractor has also provided optional pricing for additional Licensed Software, and related Services, as set forth in Exhibit C.1 (Optional Work).
2.4 Paragraph 2	The discount percentage to be applied to New Software pursuant to Section 14.6.1 (New Software) of the Agreement shall be sixty-five percent (65%) off of the price for such New Software that would otherwise be applicable to County’s use as determined by utilizing Contractor’s standard pricing metrics for the applicable New Software.	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>The Parties will negotiate pricing for any new Licensed Software.</p>	The discount percentage to be applied to New Software pursuant to Section 14.6.1 (New Software) of the Agreement shall be sixty-five percent (65%) off of the price for such New Software that would otherwise be applicable to County’s use as determined by utilizing Contractor’s standard pricing metrics for the applicable New Software.
2.5	<p>Amendments</p> <p>Amendments to the Agreement are governed by Section 13.3 (Changes to Agreement) of the Agreement.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p>	<p>Amendments</p> <p>Amendments to the Agreement are governed by Section 13.3 (Changes to Agreement) of the Agreement.</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language



**COST ACCOUNTING AND DECISION SUPPORT SYSTEM
AND RELATED SERVICES
REQUEST FOR PROPOSALS**

EXHIBIT E.RF (SERVICE LEVELS AND PERFORMANCE STANDARDS RESPONSE FORM)

#CADSS2019

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
Paragraph 1	This Exhibit E (Service Levels And Performance Standards) is an attachment and addition to the Cost Accounting and Decision Support System and Services Agreement dated [REDACTED], 20 [REDACTED] (the “Agreement”) entered into by and between the County of Los Angeles, a political subdivision of the State of California (“County”) and [REDACTED] (“Contractor”) and is incorporated into the Agreement by reference hereof. This Exhibit describes the Service Levels to be achieved by Contractor regarding the Licensed Software and Hosting Services. Except as provided in this Exhibit, capitalized terms shall have the meanings set forth in the body of the Agreement.	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	This Exhibit E (Service Levels And Performance Standards) is an attachment and addition to the Cost Accounting and Decision Support System and Services Agreement dated [REDACTED], 20 [REDACTED] (the “Agreement”) entered into by and between the County of Los Angeles, a political subdivision of the State of California (“County”) and [REDACTED] (“Contractor”) and is incorporated into the Agreement by reference hereof. This Exhibit describes the Service Levels to be achieved by Contractor regarding the Licensed Software and Hosting Services. Except as provided in this Exhibit, capitalized terms shall have the meanings set forth in the body of the Agreement.
SECTION 1. (HOSTING OBLIGATIONS)			
1.1	<p>General Requirements</p> <p>In addition to the other obligations set forth in the Agreement and this Exhibit, Contractor shall do the following:</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>General Requirements</p> <p>In addition to the other obligations set forth in the Agreement and this Exhibit, Contractor shall do the following:</p>

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Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
1.1 Bullet 1	Operate the Hosting Services on Servers owned and maintained by Contractor or the Hosting Provider on a 24x7x365 basis. “Server” shall mean the server(s) on which the Hosting Services will be hosted, located within the United States.	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	Operate the Hosting Services on Servers owned and maintained by Contractor or the Hosting Provider on a 24x7x365 basis. “Server” shall mean the server(s) on which the Hosting Services will be hosted, located within the United States.
1.1 Bullet 2	Allow access to the Hosting Services over a dedicated network connection from the Hosting Environment facilities on a 24x7x365 basis and provide secure and confidential storage of all information transmitted to and from the Hosting Services. Contractor provides redundancy at all necessary infrastructure points including: redundant clustered firewalls with redundant private network connections, running industry standard secure inspection, and analysis software.	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	Allow access to the Hosting Services over a dedicated network connection from the Hosting Environment facilities on a 24x7x365 basis and provide secure and confidential storage of all information transmitted to and from the Hosting Services. Contractor provides redundancy at all necessary infrastructure points including: redundant clustered firewalls with redundant private network connections, running industry standard secure inspection, and analysis software.

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Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
1.1 Bullet 3	Supply hardware, security protocols, software and communications support structure to facilitate connection to the Contractor private network in accordance with the requirements set forth herein.	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Strata will not supply hardware or support for the secure connection via IPSEC.</p>	<p>Supply Strata will provide hardware, and security protocols, software and communications support structure to facilitate <u>the</u> connection to the Contractor <u>StrataJazz over</u> private network , in accordance with the requirements set forth herein.</p>
1.1 Bullet 4	Maintain back-up Servers, at Contractor Secondary Data Center, in a geographically different site from where the Servers at Contractor Primary Data Center are located. Back-up Servers are available through a contracted disaster recovery service; otherwise, data only is back-up in accordance with Exhibit M (Additional Hosting Terms and Conditions) or Exhibit ** (County Enterprise Back-up Policy) and stored at the Contractor Secondary Data Center.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p>	Maintain back-up Servers, at Contractor Secondary Data Center, in a geographically different site from where the Servers at Contractor Primary Data Center are located. Back-up Servers are available through a contracted disaster recovery service; otherwise, data only is back-up in accordance with Exhibit M (Additional Hosting Terms and Conditions) or Exhibit ** (County Enterprise Back-up Policy) and stored at the Contractor Secondary Data Center.

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1.1 Bullet 5	Review security notifications and alerts relevant to the Hosting Environment (e.g., Contractor notifications of bugs, attacks, patches), and apply as appropriate to maintain the highest level of defense.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Review security notifications and alerts relevant to the Hosting Environment (e.g., Contractor notifications of bugs, attacks, patches), and apply as appropriate to maintain the highest level of defense.
1.1 Bullet 6	Contractor shall provide adequate firewall protection in order to secure Personal Data and other Confidential Information of County and users of the Hosting Services from unauthorized access by third-parties.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the</p> <hr/>	Contractor shall provide adequate firewall protection in order to secure Personal Data and other Confidential Information of County and users of the Hosting Services from unauthorized access by third-parties.

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		adjacent column using "track changes." <hr/>	
1.2	<p>Hosting Provider</p> <p>Contractor shall ensure the Hosting Provider complies with the terms of the Agreement, including the requirements of Exhibit M (Additional Hosting Services Terms and Conditions) and this Exhibit E (Service Levels and Performance Standards). Contractor shall be jointly and severally liable for any breach by Hosting Provider of the Agreement, including the requirements of this Exhibit E (Service Levels and Performance Standards) and Exhibit M.1 (Additional Hosting Services Terms and Conditions). As of the Effective Date, "Hosting Provider" shall be Contractor.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<p>Hosting Provider</p> <p>Contractor shall ensure the Hosting Provider complies with the terms of the Agreement, including the requirements of Exhibit M (Additional Hosting Services Terms and Conditions) and this Exhibit E (Service Levels and Performance Standards). Contractor shall be jointly and severally liable for any breach by Hosting Provider of the Agreement, including the requirements of this Exhibit E (Service Levels and Performance Standards) and Exhibit M.1 (Additional Hosting Services Terms and Conditions). As of the Effective Date, "Hosting Provider" shall be Contractor.</p>
1.3	<p>Change of Hosting Provider</p> <p>In the event that, during the term of the Agreement, Contractor desires to transition to a new Hosting Provider, Contractor shall provide County with at least sixty (60) calendar days prior notice of the transition. Contractor shall reasonably cooperate with County in evaluating the security and performance of the proposed hosting service. County shall have thirty (30) calendar days from receipt of notice of the transition to reasonably object to the proposed new Hosting Provider. In the event of such objection, the Parties shall</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed</p> <hr/>	<p>Change of Hosting Provider</p> <p>In the event that, during the term of the Agreement, Contractor desires to transition to a new Hosting Provider, Contractor shall provide County with at least sixty (60) calendar days prior notice of the transition. Contractor shall reasonably cooperate with County in evaluating the security and performance of the proposed hosting service. County shall have thirty (30) calendar days from receipt of notice of the transition to reasonably object to the proposed new Hosting Provider. In the event of such objection, the Parties shall</p>

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Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	negotiate in good faith regarding alternate Hosting Providers. If the Parties are unable to reach agreement within thirty (30) calendar days of receipt by Contractor of the objection, County may elect to terminate this Agreement without further obligation.	revision in the adjacent column using “track changes.” <hr/>	negotiate in good faith regarding alternate Hosting Providers. If the Parties are unable to reach agreement within thirty (30) calendar days of receipt by Contractor of the objection, County may elect to terminate this Agreement without further obligation.
SECTION 2. (SERVICE MONITORING AND MANAGEMENT)			
2.	<p>Contractor will perform continuous monitoring and management of the Hosting Services to optimize Availability of the Licensed Software and Hosting Services for the production Hosting Environment. All other Hosting Environments will be continuously monitored and managed 24x7x365, Monday through Sunday. Included within the scope of this Section 2 (Service Monitoring and Management) is the proactive monitoring of the Servers and all service components of Contractor’s production Hosting Environment and firewall for trouble on a seven (7) day by twenty-four (24) hour basis, and the expedient restoration of components when failures occur within the time period set forth in Section Error! Reference source not found. (Service Outages). Contractor shall provide County the ability to view the Licensed Software and Hosting Services network connectivity and key performance metrics through a system administration portal provided by Contractor. Contractor will monitor and manage the Hosting Environment using its own tools, methodologies, and specifications and notify County of any issue impacting the CADS System performance. Contractor shall maintain redundancy in all key components such that Outages are less likely to occur due to individual component failures. Contractor will monitor “heartbeat” signals of all servers, routers, and leased lines, and HTTP availability of the Licensed Software and Hosting Services, by proactive probing at thirty (30) second intervals twenty-four (24) hours a day using an automated tool. If the Licensed Software or Hosting Services do not respond to pings or similar communications, they shall be immediately checked again. When Contractor receives a “down” signal, or otherwise has knowledge of an Outage or Error (including, without limitation, any failure in the Server or application software</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>Contractor will perform continuous monitoring and management of the Hosting Services to optimize Availability of the Licensed Software and Hosting Services for the production Hosting Environment. All other Hosting Environments will be continuously monitored and managed 24x7x365, Monday through Sunday. Included within the scope of this Section 2 (Service Monitoring and Management) is the proactive monitoring of the Servers and all service components of Contractor’s production Hosting Environment and firewall for trouble on a seven (7) day by twenty-four (24) hour basis, and the expedient restoration of components when failures occur within the time period set forth in Section Error! Reference source not found. (Service Outages). Contractor shall provide County the ability to view the Licensed Software and Hosting Services network connectivity and key performance metrics through a system administration portal provided by Contractor. Contractor will monitor and manage the Hosting Environment using its own tools, methodologies, and specifications and notify County of any issue impacting the CADS System performance. Contractor shall maintain redundancy in all key components such that Outages are less likely to occur due to individual component failures. Contractor will monitor “heartbeat” signals of all servers, routers, and leased lines, and HTTP availability of the Licensed Software and Hosting Services, by proactive probing at thirty (30) second intervals twenty-four (24) hours a day using an automated tool. If the Licensed Software or Hosting Services do not respond to pings or similar communications, they shall be immediately checked again. When Contractor receives a “down” signal, or otherwise has knowledge of an Outage or Error (including, without limitation, any failure in the Server or application software</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	and/or hardware used to provide the Service), Contractor personnel will:		and/or hardware used to provide the Service), Contractor personnel will:
2. Bullet 1	Confirm the Outage by a direct check of the facility;	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Confirm the Outage by a direct check of the facility;
2. Bullet 2	If confirmed, take such action as may restore the service, or, if determined to be an internet service provider or telecom carrier problem, open a trouble ticket with the relevant companies;	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	If confirmed, take such action as may restore the service, or, if determined to be an internet service provider or telecom carrier problem, open a trouble ticket with the relevant companies;

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
2. Bullet 3	Notify County by telephone or pager according to mutually agreed upon procedures that an Outage has occurred, providing such details as may be available, including the Contractor trouble ticket number, if appropriate, and time of Outage;	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Notify County by telephone or pager according to mutually agreed upon procedures that an Outage has occurred, providing such details as may be available, including the Contractor trouble ticket number, if appropriate, and time of Outage;
2. Bullet 4	Work each Error until Resolution, escalating to management or to engineering as required; and	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Work each Error until Resolution, escalating to management or to engineering as required; and

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
2. Bullet 5	Notify County of final Resolution, along with any pertinent findings or action taken, and request concurrence to close the trouble ticket.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Notify County of final Resolution, along with any pertinent findings or action taken, and request concurrence to close the trouble ticket.
SECTION 3. (BACKUPS)			
3.1	<p>Regular Back-ups</p> <p>Contractor shall provide for both the regular back-up of standard file systems relating to the Server, Licensed Software, and Hosting Services, and the timely restoral of such data on request by County due to a site failure. In particular, Contractor shall:</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the</p> <hr/>	<p>Regular Back-ups</p> <p>Contractor shall provide for both the regular back-up of standard file systems relating to the Server, Licensed Software, and Hosting Services, and the timely restoral of such data on request by County due to a site failure. In particular, Contractor shall:</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		adjacent column using "track changes." <hr/>	
3.1 Bullet 1	Perform weekly full back-ups;	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Perform weekly full back-ups;
3.1 Bullet 2	Perform daily incremental back-ups;	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed</p> <hr/>	Perform daily incremental <u>full</u> back-ups;

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		<p>revision in the adjacent column using “track changes.”</p> <hr/> <p><u>Strata completes daily full backups.</u></p>	
3.1 Bullet 3	Send back-up media to secured, off-site storage facilities with a thirty (30) calendar day rotation of media;	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	Send back-up media to secured, off-site storage facilities with a thirty (30) calendar day rotation of media;
3.1 Bullet 4	Fulfill restoral requests as directed by County due to site failures. Restoral will be performed in accordance with this Exhibit E (Service Levels and Performance Standards); and	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s)</p>	Fulfill restoral requests as directed by County due to site failures. Restoral will be performed in accordance with this Exhibit E (Service Levels and Performance Standards); and

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Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		<p>below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	
3.1 Bullet 5	Every ninety (90) days review and validate Contractor's backup and recovery procedures, and periodically validate the accuracy and integrity of the backup data. Upon County's request, Contractor will validate that the back-ups of County Data are free from inaccuracies and inconsistencies.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Every ninety (90) days review and validate Contractor's backup and recovery procedures, and periodically validate the accuracy and integrity of the backup data. Upon County's request, Contractor will validate that the back-ups of County Data are free from inaccuracies and inconsistencies.
3.2	<p>Data Replication Across Data Centers</p> <p>County Data shall be stored on redundant applications and database hardware in Contractor's Primary Data Center and replicated to Contractor's Secondary Data Center in accordance with Exhibit M (Additional Hosting Services Terms and Conditions) or Exhibit ** (County Enterprise Back-up Policy). Data security shall be provided by</p>	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to</p>	<p>Data Replication Across Data Centers</p> <p>County Data shall be stored on redundant applications and database hardware in Contractor's Primary Data Center and replicated to Contractor's Secondary Data Center in accordance with Exhibit M (Additional Hosting Services Terms and Conditions) or Exhibit ** (County Enterprise Back-up Policy). Data security shall be provided by</p>

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Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	SSL encryption, IPsec encryption, multiple levels of virus protection, intrusion prevention systems, multi-factor management authentication, enterprise firewalls, and filtering routers. Hosting Environment shall provide redundancy at all tiers of the environment, redundant clustered firewalls with redundant Internet connections, running industry standard secure inspection, and analysis software. Contractor shall utilize methods to minimize data loss due to environmental failures or catastrophic disk failures, and in no event shall there be data loss in excess of one (1) hour. Contractor shall utilize tools to securely optimize data back-ups. In the event of a significant Primary Data Center failure, a failover to the Contractor's Secondary Data Center shall be completed. A restoration to the Primary Data Center shall occur at a mutually agreeable time between the Contractor and County.	<p>the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Strata uses a single database instance and does not use SQL clustering. Strata's RPO is 24 hours.</p>	SSL encryption, IPsec encryption, multiple levels of virus protection, intrusion prevention systems, multi-factor management authentication, enterprise firewalls, and filtering routers. Hosting Environment shall provide redundancy at all tiers of the environment, redundant clustered firewalls with redundant Internet providers, running industry standard secure inspection, and analysis software. Contractor shall utilize methods to minimize data loss due to environmental failures or catastrophic disk failures, and in no event shall there be data loss in excess of twenty-four (24) hours. Contractor shall utilize tools to securely optimize data back-ups. In the event of a significant Primary Data Center failure, a failover to the Contractor's Secondary Data Center shall be completed. A restoration to the Primary Data Center shall occur at a mutually agreeable time between the Contractor and County.
SECTION 4. (SERVICE LEVELS)			
4.1 (a)	<p>Service Request Tracking System</p> <p>For use in responding to County's Support Requests, Configuration Requests, and Custom Report Requests (collectively, the "Service Requests"), Contractor shall maintain an automated Service Request Tracking System ("SRTS") with a description of each Service Request, response, and status. Contractor shall regularly review and update all open Service Requests and follow up on unresolved Service Requests. Contractor will provide County "read only" access to the SRTS for County's separate review of all open and closed County Service Requests. Each Service Request shall be detailed in an Internet accessible Service Request report, in an exportable format agreed upon by County, and shall include the following information.</p>	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Changed to conform with how we track our service requests.</p>	<p>Service Request Tracking System</p> <p>For use in responding to County's Support Requests, Configuration Requests, and Custom Report Requests (collectively, the "Service Requests"), Contractor shall maintain an automated Service Request Tracking System ("SRTS") with a description of each Service Request, response, and status. Contractor shall regularly review and update all open Service Requests and follow up on unresolved Service Requests. Such tracking system may include the following information: Contractor will provide County "read only" access to the SRTS for County's separate review of all open and closed County Service Requests. Each Service Request shall be detailed in an Internet accessible Service Request report, in an exportable format agreed upon by County, and shall include the following information.</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
4.1 (a) Bullet 1	<u>Identification Number</u> . An automatically assigned unique identification number, which shall be used to track, document and respond to inquiries relating to a specific Service Request;	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<u>Identification Number</u> . An automatically assigned unique identification number, which shall be used to track, document and respond to inquiries relating to a specific Service Request;
4.1 (a) Bullet 2	<u>Date and Time</u> . The date and time the Service Request was initiated, which shall be used to document and/or monitor overall response and resolution time;	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<u>Date and Time</u> . The date and time the Service Request was initiated, which shall be used to document and/or monitor overall response and resolution time;

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
4.1 (a) Bullet 3	<u>Person Initiating Service Request.</u> The name, title, and telephone number of the person initiating the Service Request, who shall be the primary point of contact used for inquiries regarding the request, unless otherwise assigned by the County Project Manager;	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<u>Person Initiating Service Request.</u> The name, title, and telephone number of the person initiating the Service Request, who shall be the primary point of contact used for inquiries regarding the request, unless otherwise assigned by the County Project Manager;
4.1 (a) Bullet 4	<u>Call Taker.</u> The name of Contractor personnel taking the call or first receiving an electronically submitted Service Request;	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<u>Call Taker.</u> The name of Contractor personnel taking the call or first receiving an electronically submitted Service Request;

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
4.1 (a) Bullet 5	<u>Contractor Employee Currently Assigned</u> . The name and title of the Contractor's employee currently managing the resolution;	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<u>Contractor Employee Currently Assigned</u> . The name and title of the Contractor's employee currently managing the resolution;
4.1 (a) Bullet 6	<u>Location</u> . Facility and/or physical location where the problem occurred;	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<u>Location</u> . Facility and/or physical location where the problem occurred;

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
4.1 (a) Bullet 7	<u>Service Priority Level</u> . The problem priority level as indicated by the reporting County personnel and as further defined in Section 4.2 (Support Request Service Levels) or Section 4.3 (Configuration Request Service Levels);	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Service incidents will be prioritized by Contractor.</p>	<u>Service Priority Level</u> . The problem priority level as indicated by by the reporting County personnel and as further defined in Section 4.2 (Support Request Service Levels) or Section 4.3 (Configuration Request Service Levels) Contractor;
4.1 (a) Bullet 8	<u>Reference Number</u> . The County-assigned reference number, if applicable;	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the</p>	<u>Reference Number</u> . The County-assigned reference number, if applicable;

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		adjacent column using "track changes." <hr/>	
4.1 (a) Bullet 9	<u>Service Request Description</u> . A detailed description of the problem or deficiency encountered or Configuration Request;	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<u>Service Request Description</u> . A detailed description of the problem or deficiency encountered or Configuration Request;
4.1 (a) Bullet 10	<u>Attached Documentation</u> . The identification or description of, and, if available, copies of, documentation submitted by County with the Service Request to clarify the request, including screen prints, logs, report samples, etc.;	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed</p> <hr/>	<u>Attached Documentation</u> . The identification or description of, and, if available, copies of, documentation submitted by County with the Service Request to clarify the request, including screen prints, logs, report samples, etc.;

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		<p>revision in the adjacent column using “track changes.”</p> <hr/>	
4.1 (a) Bullet 11	<p><u>Service Request Type</u>. The Service Request type (e.g., software change, deficiency, Configuration Request, or Custom Report Request), as assigned by County which categorizes and specifies the type of request;</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This is not applicable.</p>	<p>Service Request Type. The Service Request type (e.g., software change, deficiency, Configuration Request, or Custom Report Request), as assigned by County which categorizes and specifies the type of request;</p>
4.1 (a) Bullet 12	<p><u>Service Request Subtype</u>. The Support Request subtype (e.g., specific function to be changed, specific function that is deficient, type of report change requested), as assigned by County, as a subcategory of the Service Request type;</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide</p>	<p>Service Request Subtype. The Support Request subtype (e.g., specific function to be changed, specific function that is deficient, type of report change requested), as assigned by County, as a subcategory of the Service Request type;</p>

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		<p>your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>This is not applicable.</p>	
4.1 (a) Bullet 13	<u>Resolution Description</u> . Contractor's analysis of the problem or configuration or other request, and the proposed resolution (e.g., Configuration Change, Update, or other Enhancement);	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p>	<u>Resolution Description</u> . Contractor's analysis of the problem or configuration or other request, and the proposed resolution (e.g., Configuration Change, Update, or other Enhancement);
4.1 (a) Bullet 14	<u>Resolution Activity</u> . Contractor's resolution activities and activity dates to monitor resolution time (e.g., description of calls to and from Contractor and County, referrals to Contractor's staff for correction or investigation, referrals to Third Party Software vendor, coordination of Update or Enhancement releases, validation of correction prior to release to County, etc.);	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s)</p>	<u>Resolution Activity</u> . Contractor's resolution activities and activity dates to monitor resolution time (e.g., description of calls to and from Contractor and County, referrals to Contractor's staff for correction or investigation, referrals to Third Party Software vendor, coordination of Update or Enhancement releases, validation of correction prior to release to County, etc.);

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		below and provide your proposed revision in the adjacent column using "track changes." <hr/>	
4.1 (a) Bullet 15	<u>Estimated Resolution Date</u> . The estimated date for Contractor to complete the Service Request;	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<u>Estimated Resolution Date</u> . The estimated date for Contractor to complete the Service Request;
4.1 (a) Bullet 16	<u>Correction Applied Date</u> . The date Contractor applied the correction; and	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to</p>	<u>Correction Applied Date</u> . The date Contractor applied the correction; and

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		<p>the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	
4.1 (a) Bullet 17	<u>Resolution Status</u> . The current status of the Service Request (e.g., open or closed).	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<u>Resolution Status</u> . The current status of the Service Request (e.g., open or closed).
4.1 (b)	Contractor shall maintain a historical knowledge base of Service-related problems to identify patterns and facilitate timely resolution.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/>	Contractor shall maintain a historical knowledge base of Service-related problems to identify patterns and facilitate timely resolution.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	
4.2	<p>Support Request Service Levels Contractor shall Respond to and Resolve Support Requests as set forth below.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>Support Request Service Levels Contractor shall Respond to and Resolve Support Requests as set forth below.</p>

Section Reference	County Language			Acceptance / Objection(s)	Proposed Revisions to County Language								
4.2 (a)	<p><u>Support Requests.</u> County shall classify its requests for Error Corrections consistent with the descriptions below. Each such request shall be referred to herein as a “Support Request.” County shall notify Contractor of Support Requests via telephone number, web-based SRTS, or other Contractor-provided mechanisms. All Contractor technical support personnel providing telephone support must do so in a manner such that the communication does not diminish County’s ability to effectively utilize the Licensed Software and Hosting Services or negatively impact the satisfaction of the users with the Licensed Software and Hosting Services. Such impacts could arise from technology issues such as delays or jitter in telecommunication lines, or the failure of the Contractor technical support personnel to provide support in standard American English with understandable accents or otherwise demonstrate sufficient language skills.</p>			<p>Do you accept this provision?</p> <p><input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This has been changed to confirm with our standard.</p>	<p><u>Support Requests.</u> <u>County Contractor</u> shall classify its requests <u>by County</u> for Error Corrections consistent with the descriptions below. Each such request shall be referred to herein as a “Support Request.” County shall notify Contractor of Support Requests via telephone number , web-based SRTS, or other Contractor-provided mechanisms. All Contractor technical support personnel providing telephone support must do so in a manner such that the communication does not diminish County’s ability to effectively utilize the Licensed Software and Hosting Services or negatively impact the satisfaction of the users with the Licensed Software and Hosting Services. Such impacts could arise from technology issues such as delays or jitter in telecommunication lines, or the failure of the Contractor technical support personnel to provide support in standard American English with understandable accents or otherwise demonstrate sufficient language skills.</p>								
4.2 (a) Paragraph 2		<table><tr><th>Support Request Classification</th><th>Description</th></tr><tr><td>Critical</td><td><ul style="list-style-type: none">• Issue affecting entire system or single critical production function;• System down or operating in materially degraded state;• Potential patient care affected;• Data integrity at risk;• Material financial impact;• Declared a Critical Support Request by the County CIO or designee; and/or• Widespread access interruptions.</td></tr></table>	Support Request Classification	Description	Critical	<ul style="list-style-type: none">• Issue affecting entire system or single critical production function;• System down or operating in materially degraded state;• Potential patient care affected;• Data integrity at risk;• Material financial impact;• Declared a Critical Support Request by the County CIO or designee; and/or• Widespread access interruptions.		<p>Do you accept this provision?</p> <p><input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p>	<table><tr><th>Support Request Classification</th><th>Description</th></tr><tr><td><u>Critical Category 1</u></td><td><ul style="list-style-type: none">• Program malfunction that prevent substantial numbers of Customer’s users from using Programs for substantially all normal functions using normal procedures. Issue affecting entire system or single critical production function;• System down or operating in materially degraded state;</td></tr></table>	Support Request Classification	Description	<u>Critical Category 1</u>	<ul style="list-style-type: none">• Program malfunction that prevent substantial numbers of Customer’s users from using Programs for substantially all normal functions using normal procedures. Issue affecting entire system or single critical production function;• System down or operating in materially degraded state;
	Support Request Classification	Description											
Critical	<ul style="list-style-type: none">• Issue affecting entire system or single critical production function;• System down or operating in materially degraded state;• Potential patient care affected;• Data integrity at risk;• Material financial impact;• Declared a Critical Support Request by the County CIO or designee; and/or• Widespread access interruptions.												
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Section Reference	County Language			Acceptance / Objection(s)	Proposed Revisions to County Language		
		High	<ul style="list-style-type: none"> Primary workflow module failure that materially impairs system performance; and/or Data entry or access is materially impaired on a limited basis. 	This has been modified to confirm to our standard.		<ul style="list-style-type: none"> Potential patient care affected; Data integrity at risk; Material financial impact; Declared a Critical Support Request by the County CIO or designee; and/or Widespread access interruptions. 	
		Medium	<ul style="list-style-type: none"> System is operating with minor issues that can be addressed with a work around. 			<ul style="list-style-type: none"> Same as Category 1, except that malfunction prevents some of Customer's users from using some normal functions using normal procedures. Primary workflow module failure that materially impairs system performance; and/or Data entry or access is materially impaired on a limited basis. 	
		Low	<ul style="list-style-type: none"> Request for assistance, information, or services that are routine in nature. 			<ul style="list-style-type: none"> All normal functions of the Programs are operational and can be productively used, but one or more functions are degraded as a result of a malfunction. System is operating with minor issues that can be addressed with a work-around. 	
						<ul style="list-style-type: none"> Cosmetic issues and other minor issues that do not result in degraded performance or otherwise materially affect use or functionality of the Programs. Request for assistance, information, or 	

Section Reference	County Language			Acceptance / Objection(s)	Proposed Revisions to County Language																		
						services that are routine in nature.																	
4.2 (b)	<u>Response Time Service Level.</u> Response time shall be measured from the time when Contractor receives the Support Request until the time Contractor has Responded to the Support Request. “Respond” means that Contractor has engaged on the Support Request; is working continuously to diagnose the corresponding Errors, formulate a plan to address any such Errors, and execute that plan; and has notified the County user originating the Support Request that such support has begun in the manner requested by the user originating the Support Request (e.g., e-mail, phone) or, if a specific means of communication is not requested, using direct interactive (person to person) method of communication to achieve contact with such user (e.g., no email or automated voicemail).			<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <p>-----</p> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <p>-----</p>	<u>Response Time Service Level.</u> Response time shall be measured from the time when Contractor receives the Support Request until the time Contractor has Responded to the Support Request. “Respond” means that Contractor has engaged on the Support Request; is working continuously to diagnose the corresponding Errors, formulate a plan to address any such Errors, and execute that plan; and has notified the County user originating the Support Request that such support has begun in the manner requested by the user originating the Support Request (e.g., e-mail, phone) or, if a specific means of communication is not requested, using direct interactive (person to person) method of communication to achieve contact with such user (e.g., no email or automated voicemail).																		
4.2 (b) Paragraph 2	<table><tr><th>Support Request Classification</th><th>Service Level Metric (Response Time)</th><th>Service Level Credits</th></tr><tr><td>Critical</td><td>100% fifteen (15) minutes measured from the time when Contractor receives the Support Request by telephone from County</td><td>[**] (\$[**]) per incident either resulting in or subsequent to a Service Level Failure in a month</td></tr><tr><td>High</td><td>100% thirty (30) minutes measured from the time when Contractor receives the Support Request by</td><td>[**] (\$[**]) per incident either resulting in or subsequent to a</td></tr></table>	Support Request Classification	Service Level Metric (Response Time)	Service Level Credits	Critical	100% fifteen (15) minutes measured from the time when Contractor receives the Support Request by telephone from County	[**] (\$[**]) per incident either resulting in or subsequent to a Service Level Failure in a month	High	100% thirty (30) minutes measured from the time when Contractor receives the Support Request by	[**] (\$[**]) per incident either resulting in or subsequent to a	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <p>-----</p> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <p>-----</p> <p>This has been updated to confirm to our</p>			<table><tr><th>Support Request Classification</th><th>Service Level Metric (Response Time)</th><th>Service Level Credits</th></tr><tr><td>Critical</td><td>100% fifteen (15) minutes measured from the time when Contractor receives the Support Request by telephone from County</td><td>[**] (\$[**]) per incident either resulting in or subsequent to a Service Level Failure in a month</td></tr><tr><td>High</td><td>100% thirty (30) minutes measured from the time when Contractor receives the Support Request by</td><td>[**] (\$[**]) per incident either resulting in or subsequent to a</td></tr></table>	Support Request Classification	Service Level Metric (Response Time)	Service Level Credits	Critical	100% fifteen (15) minutes measured from the time when Contractor receives the Support Request by telephone from County	[**] (\$[**]) per incident either resulting in or subsequent to a Service Level Failure in a month	High	100% thirty (30) minutes measured from the time when Contractor receives the Support Request by	[**] (\$[**]) per incident either resulting in or subsequent to a
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Section Reference	County Language			Acceptance / Objection(s)	Proposed Revisions to County Language			
		telephone from County	Service Level Failure in a month	standard Customer SLA's which are consistent across our Customer contracts. We do not offer SLA credits.		telephone from County	Service Level Failure in a month	
						Standard Business Hours		
					Category	Response Time	Resolution Time	
					<u>1</u>	<u>2 business hours</u>	<u>1 business day</u>	
					<u>2</u>	<u>4 business hours</u>	<u>2 business days</u>	
					<u>3</u>	<u>8 business hours</u>	<u>5 business days</u>	
					<u>4</u>	<u>8 business hours</u>	<u>15 business days</u>	
4.2 (c)	Resolution Time Service Level. Resolution time shall be measured from the time when Contractor receives the Support Request until the time Contractor has Resolved the Support Request. "Resolve" means that, as to Errors, Contractor has provided County the corresponding Error Correction and County has confirmed such Error Correction.			<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Errors may either be resolved or provided a workaround.</p>	Resolution Time Service Level. Resolution time shall be measured from the time when Contractor receives the Support Request until the time Contractor has Resolved <u>or provided a workaround to</u> the Support Request. "Resolve" means that, as to Errors, Contractor has provided County the corresponding Error Correction and County has confirmed such Error Correction.			
4.2 (c) Paragraph 2	The measurement of time to Resolve shall be suspended during such time as there is a failure by County to provide Contractor information deemed in writing by the Parties to be a Critical Path Item to the resolution at issue at the time of the Contractor request for such information was made to County. For purposes of this Section 4.2(c) (Resolution Time Service Level), a "Critical Path Item" is a significant action or item of information which Contractor cannot take or obtain			<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to</p>	The measurement of time to Resolve shall be suspended during such time as there is a failure by County to provide Contractor information deemed in writing by the Parties to be a Critical Path Item to the resolution at issue at the time of the Contractor request for such information was made to County. For purposes of this Section 4.2(c) (Resolution Time Service Level), a "Critical Path Item" is a significant action or item of information which Contractor cannot take or obtain			

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Section Reference	County Language			Acceptance / Objection(s)	Proposed Revisions to County Language														
	without County’s assistance and on which subsequent activities toward the resolution at issue are dependent. In the event Contractor claims a suspension of the measurement of time to Resolve under this Section, it shall notify County, by posting in SRTS the time and reason for such action at the time the suspension determination is made. The suspension of measurement of time to Resolve shall end upon communication by County to Contractor that the Critical Path Item has been completed.			<div>the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</div> <div></div>	without County’s assistance and on which subsequent activities toward the resolution at issue are dependent. In the event Contractor claims a suspension of the measurement of time to Resolve under this Section, it shall notify County, by posting in SRTS the time and reason for such action at the time the suspension determination is made. The suspension of measurement of time to Resolve shall end upon communication by County to Contractor that the Critical Path Item has been completed.														
4.2 (c) Paragraph 3	The measurement of time to Resolve Support Requests requiring a change to the Licensed Software (e.g., Revision) will be calculated from the time the request is “opened” in SRTS until the time the request is identified as needing a change to the Licensed Software, provided Contractor has delivered a work-around that has been Approved by County prior to the suspension of the measurement of the time to Resolve.			<div>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</div> <div>-----</div> <div>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</div> <div></div> <div>N/A – revisions are not applicable.</div>	The measurement of time to Resolve Support Requests requiring a change to the Licensed Software (e.g., Revision) will be calculated from the time the request is “opened” in SRTS until the time the request is identified as needing a change to the Licensed Software, provided Contractor has delivered a work-around that has been Approved by County prior to the suspension of the measurement of the time to Resolve.														
4.2 (c) Paragraph 4	<table><tr><th>Support Request Classification</th><th>Service Level Metric (Resolution Time)</th><th>Service Level Credits</th></tr><tr><td>Critical</td><td>90% six (6) hours</td><td>[**] (\$[**]) per incident either</td></tr></table>	Support Request Classification	Service Level Metric (Resolution Time)	Service Level Credits	Critical	90% six (6) hours	[**] (\$[**]) per incident either			<div>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</div> <div>-----</div>	<table><tr><th>Support Request Classification</th><th>Service Level Metric (Resolution Time)</th><th>Service Level Credits</th></tr><tr><td>Critical</td><td>90% six (6) hours</td><td>[**] (\$[**]) per incident either</td></tr></table>	Support Request Classification	Service Level Metric (Resolution Time)	Service Level Credits	Critical	90% six (6) hours	[**] (\$[**]) per incident either		
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Section Reference	County Language			Acceptance / Objection(s)	Proposed Revisions to County Language		
			resulting in or subsequent to a Service Level Failure in a month	<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Deleted as our Response and Resolution times are in 4.2b paragraph 2.</p>			resulting in or subsequent to a Service Level Failure in a month
	High	90% eighteen (18) hours	[**] (\$[**]) per incident either resulting in or subsequent to a Service Level Failure in a month		High	90% eighteen (18) hours	[**] (\$[**]) per incident either resulting in or subsequent to a Service Level Failure in a month
	Medium	90% three (3) business days	[**] (\$[**]) per incident either resulting in or subsequent to a Service Level Failure in a month		Medium	90% three (3) business days	[**] (\$[**]) per incident either resulting in or subsequent to a Service Level Failure in a month
	Low	90% six (6) business days	[**] (\$[**]) per incident either resulting in or subsequent to a Service Level Failure in a month		Low	90% six (6) business days	[**] (\$[**]) per incident either resulting in or subsequent to a Service Level Failure in a month
4.2 (c) Paragraph 5	<p>Notwithstanding the foregoing, as to Third-Party Products, the measurement of time to Resolve shall be suspended during such times as Contractor can demonstrate that the: (i) the resolution of the Support Request required correction of an Error in a Third-Party Product; and (ii) the supplier of the Third-Party Product failed to meet the time specified in writing by Contractor for completion of correction of the Error in the Third-Party Product. In any circumstance in which suspension of the time to Resolve is requested under this Section 4.2(c) (Resolution Time Service Level), Contractor must provide a Corrective Action Plan. The determination of whether suspension of the measurement of time to Resolve relating to Third-Party Products is appropriate will be made by the Parties within thirty (30) days of a Resolution Time Service Level Failure attributed by Contractor a Third-Party Product as provided in this paragraph.</p>			<p>Do you accept this provision?</p> <p><input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p>	<p>Notwithstanding the foregoing, as to Third-Party Products, the measurement of time to Resolve shall be suspended during such times as Contractor can demonstrate that the: (i) the resolution of the Support Request required correction of an Error in a Third-Party Product; and (ii) the supplier of the Third-Party Product failed to meet the time specified in writing by Contractor for completion of correction of the Error in the Third-Party Product. In any circumstance in which suspension of the time to Resolve is requested under this Section 4.2(c) (Resolution Time Service Level), Contractor must provide a Corrective Action Plan. The determination of whether suspension of the measurement of time to Resolve relating to Third-Party Products is appropriate will be made by the Parties within thirty (30) days of a Resolution Time Service Level Failure attributed by Contractor a Third-Party Product as provided in this paragraph.</p>		

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		Not applicable.	
4.2 (d)	<p><u>Escalation.</u> With respect to any Critical Support Request, until Resolved, Contractor shall escalate that Support Request within sixty (60) minutes of receipt to the appropriate Contractor support personnel (as designated by Contractor), including, as applicable, Contractor’s Project Director.</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Changed the reference from Critical to Category 1.</p>	<p><u>Escalation.</u> With respect to any <u>Critical Category 1</u> Support Request, until Resolved, Contractor shall escalate that Support Request within sixty (60) minutes of receipt to the appropriate Contractor support personnel (as designated by Contractor), including, as applicable, Contractor’s Project Director.</p>
4.3	<p>Configuration Request Service Level</p> <p>The configuration requests identified this Section 4.3 (Configuration Request Service Level) (“Configuration Requests”) is a separate category of requests for Support Services, in addition to the “Critical”, “High”, “Medium”, or “Low” Support Requests described in the table in Section 4.2(a) (Support Requests).</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the</p>	<p>Configuration Request Service Level</p> <p>The configuration requests identified this Section 4.3 (Configuration Request Service Level) (“Configuration Requests”) is a separate category of requests for Support Services, in addition to the “Critical”, “High”, “Medium”, or “Low” Support Requests described in the table in Section 4.2(a) (Support Requests).</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		<p>adjacent column using “track changes.”</p> <hr/> <p>All requests will follow the same process outlined above.</p>	
4.3 Paragraph 2	Examples of Configuration Requests include:	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Not applicable.</p>	Examples of Configuration Requests include:
4.3 Paragraph 2 Bullet 1	User Administration	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/>	User Administration

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Not applicable.</p>	
4.3 Paragraph 2 Bullet 2	Changes to Privacy/Preference	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Not applicable.</p>	Changes to Privacy/Preference
4.3 Paragraph 2 Bullet 3	[**]	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p>	[**]

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	
4.3 Paragraph 2 Bullet 4	Other configuration requests that are routine in nature.	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Not applicable.</p>	Other configuration requests that are routine in nature.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
4.3 Paragraph 2	If the circumstances giving rise to the Configuration Request meet or develop the criteria of a “Critical”, “High”, “Medium”, or “Low” Support Request described in the table in Section 4.2(a) (Support Requests), the Configuration Request will be handled in accordance with the Service Levels applicable to the “Critical”, “High”, “Medium”, or “Low” Support Request up to the point that the criteria of a “Critical”, “High”, “Medium”, or “Low” Support Request described in the table in Section 4.2(a) (Support Requests) no longer applies.	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Not applicable.</p>	<p>If the circumstances giving rise to the Configuration Request meet or develop the criteria of a “Critical”, “High”, “Medium”, or “Low” Support Request described in the table in Section 4.2(a) (Support Requests), the Configuration Request will be handled in accordance with the Service Levels applicable to the “Critical”, “High”, “Medium”, or “Low” Support Request up to the point that the criteria of a “Critical”, “High”, “Medium”, or “Low” Support Request described in the table in Section 4.2(a) (Support Requests) no longer applies.</p>
4.3 (a)	<u>Configuration Change Service Level.</u> Before submitting the Configuration Request to Contractor, County will identify the severity of the Configuration Request based on the tables below. In each case, the Resolution Time is measured from the earlier of when (a) County submits the request for the Configuration Change, provided that County follows up with Contractor by telephone within one (1) hour of submission or (b) County notifies Contractor by telephone of the request for the Configuration Change.	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Not applicable.</p>	<p><u>Configuration Change Service Level.</u> Before submitting the Configuration Request to Contractor, County will identify the severity of the Configuration Request based on the tables below. In each case, the Resolution Time is measured from the earlier of when (a) County submits the request for the Configuration Change, provided that County follows up with Contractor by telephone within one (1) hour of submission or (b) County notifies Contractor by telephone of the request for the Configuration Change.</p>

Section Reference	County Language			Acceptance / Objection(s)	Proposed Revisions to County Language		
4.3 (a) Paragraph 2	Configuration Request Severity Level	Description		Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No" If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes." <hr/> Not applicable	Configuration Request Severity Level	Description	
	Critical or High	Must meet at least one of the following criteria: <ul style="list-style-type: none"> Critical functionality inaccessible and no acceptable workaround exists OR Operations can continue in a restricted fashion, although long-term productivity might be adversely affected. A major milestone is at risk. The request will resolve an issue with patient care, operations or have a positive financial impact. Impacts either (a) organizational security or (b) the business reputation of County among interest groups outside of County (e.g., general public, other government agencies or regulators). 			Critical or High	Must meet at least one of the following criteria: <ul style="list-style-type: none"> Critical functionality inaccessible and no acceptable workaround exists OR Operations can continue in a restricted fashion, although long-term productivity might be adversely affected. A major milestone is at risk. The request will resolve an issue with patient care, operations or have a positive financial impact. Impacts either (a) organizational security or (b) the business reputation of County among interest groups outside of County (e.g., general public, other government agencies or regulators). 	
	Medium or Low	Definitions of Medium/Low issues include, but are not limited to: <ul style="list-style-type: none"> Impaired operations of some components, but an acceptable workaround exists. Patient care and/or patient safety is not affected. Requests for system enhancements to the current CADS System. 			Medium or Low	Definitions of Medium/Low issues include, but are not limited to: <ul style="list-style-type: none"> Impaired operations of some components, but an acceptable workaround exists. Patient care and/or patient safety is not affected. Requests for system enhancements to the current CADS System. 	
4.3 (a) Paragraph 3	Configuration Request Severity Level	Configuration Request Resolution Time Service Level	Service Level Credit	Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"	Configuration Request Severity Level	Configuration Request Resolution Time Service Level	Service Level Credit
	Critical or High	90% in 48 hours 100% in 96 hours	\$[**]		Critical or High	90% in 48 hours 100% in 96 hours	\$[**]

Section Reference	County Language			Acceptance / Objection(s)	Proposed Revisions to County Language		
	Medium or Low	90% in 5 Business Days 100% in 15 Business Days	\$ [**]	<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Not applicable.</p>	Medium or Low	90% in 5 Business Days 100% in 15 Business Days	\$[**]
4.3 (a) Paragraph 4	Each calendar month, Contractor shall achieve the designated Resolution Time for the Configuration Request for each Severity Level; otherwise, the applicable Service Level Credit in the amount specified in the table above shall apply for that month.			<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Not applicable.</p>	Each calendar month, Contractor shall achieve the designated Resolution Time for the Configuration Request for each Severity Level; otherwise, the applicable Service Level Credit in the amount specified in the table above shall apply for that month.		
4.3 (a) Paragraph 5	For example, in each calendar month, Contractor shall resolve at least 90% of all Critical or High severity Configuration Requests within forty-eight (48) hours, and any other Critical or High severity Configuration Requests within ninety-six (96) hours; otherwise a			<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p>	For example, in each calendar month, Contractor shall resolve at least 90% of all Critical or High severity Configuration Requests within forty-eight (48) hours, and any other Critical or High severity Configuration Requests within ninety-six (96) hours; otherwise a		

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	Service Credit in the amount specified in the 'Critical or High' row shall apply for that calendar month.	<p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Not applicable.</p>	Service Credit in the amount specified in the 'Critical or High' row shall apply for that calendar month.
4.3 (a) Paragraph 6	The Resolution Time shall be measured in accordance with the process identified in Section 4.2(c) (Resolution Time Service Level), including how the time to Resolve will be suspended when there is a failure by County to provide Contractor information deemed in writing by the Parties to be a Critical Path Item to the resolution at issue at the time of the Contractor request for such information was made to County. In the event Contractor claims a suspension of the measurement of time to Resolve because of a Critical Path Item, it shall notify County, by posting in the SRTS the time and reason for such action at the time the suspension determination is made. The suspension of measurement of time to Resolve shall end upon communication by County to Contractor that the Critical Path Item has been completed.	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Not applicable.</p>	The Resolution Time shall be measured in accordance with the process identified in Section 4.2(c) (Resolution Time Service Level), including how the time to Resolve will be suspended when there is a failure by County to provide Contractor information deemed in writing by the Parties to be a Critical Path Item to the resolution at issue at the time of the Contractor request for such information was made to County. In the event Contractor claims a suspension of the measurement of time to Resolve because of a Critical Path Item, it shall notify County, by posting in the SRTS the time and reason for such action at the time the suspension determination is made. The suspension of measurement of time to Resolve shall end upon communication by County to Contractor that the Critical Path Item has been completed.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
4.3 (b)	<p><u>Configuration Change Service Failure Escalation.</u> Even in the event there is a failure to meet the Service Levels set forth in Section 4.3(a) (Configuration Change Service Level), Contractor is expected to continue its efforts to optimize the Resolution Time Service Levels towards the percentages set forth in that Section. This ongoing effort to optimize the Resolution Time Service Levels will be monitored by including specific escalations if the Resolution Time Service Level percentages fall below certain thresholds a described below:</p>	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Not applicable</p>	<p>Configuration Change Service Failure Escalation. Even in the event there is a failure to meet the Service Levels set forth in Section 4.3(a) (Configuration Change Service Level), Contractor is expected to continue its efforts to optimize the Resolution Time Service Levels towards the percentages set forth in that Section. This ongoing effort to optimize the Resolution Time Service Levels will be monitored by including specific escalations if the Resolution Time Service Level percentages fall below certain thresholds a described below:</p>
4.3 (b) Paragraph 2	<p>Level 1 Configuration Change Service Failure: If, during a calendar month, Contractor does not resolve at least 70% of the configuration change support requests within the designated resolution time, this shall be treated as a Critical Support Request sufficient to trigger the Corrective Action Plan as provided in Section 6 (Corrective Action Plan).</p>	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Not applicable.</p>	<p>Level 1 Configuration Change Service Failure: If, during a calendar month, Contractor does not resolve at least 70% of the configuration change support requests within the designated resolution time, this shall be treated as a Critical Support Request sufficient to trigger the Corrective Action Plan as provided in Section 6 (Corrective Action Plan).</p>

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4.3 (b) Paragraph 3	Level 2 Configuration Change Service Failure: If, during a calendar month, Contractor does not resolve at least 80% of the configuration change support requests within the designated resolution time, an additional Service Level Credit shall be issued to County in the amount of \$[**].	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Not applicable.</p>	Level 2 Configuration Change Service Failure: If, during a calendar month, Contractor does not resolve at least 80% of the configuration change support requests within the designated resolution time, an additional Service Level Credit shall be issued to County in the amount of \$[**].
4.4	Custom Report Request Service Level Contractor will implement County requests for creating ad-hoc reports (" Custom Report Requests "). All Custom Report Requests will be completed by Contractor within ninety (90) calendar days. County shall notify Contractor of Custom Report Requests via telephone number, web-based SRTS, or other Contractor-provided mechanisms. If Contractor does not resolve each Report Request within ninety (90) calendar days, a Service Level Credit shall be issued to County in the amount of \$[**].	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>This is not applicable.</p>	Custom Report Request Service Level Contractor will implement County requests for creating ad-hoc reports ("Custom Report Requests"). All Custom Report Requests will be completed by Contractor within ninety (90) calendar days. County shall notify Contractor of Custom Report Requests via telephone number, web-based SRTS, or other Contractor-provided mechanisms. If Contractor does not resolve each Report Request within ninety (90) calendar days, a Service Level Credit shall be issued to County in the amount of \$[**].

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4.5	Availability Service Level The Licensed Software and Hosting Services shall be Available for the percentage of the time each month of the Term of the Agreement as set forth below:		Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No" If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes." 	Availability Service Level The Licensed Software and Hosting Services shall be Available for the percentage of the time each month of the Term of the Agreement as set forth below:	
4.5 Paragraph 2	Service Level Metric	Service Level Credits	Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No" If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes." 	Service Level Metric	Service Level Credits
	At a minimum, 99.9% Availability for the Licensed Software provided by the Hosting Services in each calendar month of the Term of the Agreement.	In the event Availability for the Hosting Services is not achieved, then the credits shall be incurred as follows:		At a minimum, 99. 89 % Availability for the Licensed Software provided by the Hosting Services in each calendar month of the Term of the Agreement.	In the event Availability for the Hosting Services is not achieved, then the credits shall be incurred as follows:
	Less than 99.9% and greater than or equal to 99.5%	25 [%] of monthly Hosting Services fees		Less than 99. 89 % and greater than or equal to 99. 05 %	25 [%] of monthly Hosting Services fees one month's subscription fee
	Less than 99.5% and greater than or equal to 99.0%	25 [%] of monthly Hosting Services fees		Less than 99. 05 % and greater than or equal to 9 79 .0%	60 [%] of monthly Hosting Services fees one month's subscription fee
	Less than 99.0% and greater than or equal to 98.0%	25 [%] of monthly Hosting Services fees		Less than 9 79 .0% and greater than or equal to 9 58 .0%	80 [%] of monthly Hosting Services fees one month's subscription fee
	Less than 98.0% and greater than or equal to 95.0%	25 [%] of monthly Hosting Services fees			
	Less than 95.0%	25 [%] of monthly Hosting Services fees			

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	<p>At a minimum, % Availability for the Licensed Software provided by the Hosting Services in each calendar month of the Term of the Agreement.</p> <p>“Availability” means the actual uptime expressed as a percentage of the Scheduled Uptime for the Licensed Software and Hosting Services (i.e., Availability % = ((Scheduled Uptime – Downtime)/(Scheduled Uptime)) x 100%).</p> <p>“Scheduled Uptime” means twenty-four (24) hours each day, seven (7) days per week, excluding regular maintenance windows between the hours of 1:00 a.m. and 5:00 a.m. Central Time on Mondays,—or as otherwise agreed in writing by the Parties. Notwithstanding anything herein, Contractor shall ensure that the Licensed Software and Hosting Services remain Available for Use during the foregoing maintenance windows to the extent reasonably practicable.</p> <p>“Downtime” means the aggregate duration of Outages for the Licensed Software and Hosting Services during the applicable Scheduled Uptime during a calendar month.</p> <p>“Outage” means any time during which the Licensed Software and Hosting Services (or any function of the Licensed Software or Hosting Services) are not Available for Use during a calendar month, measured from the time the Outage actually occurred or, when the time the Outage actually occurred cannot be</p>	<p>In the event % Availability for the Hosting Services is below 99.9% more than once in a three (3) month rolling period, the Service Level Credit owed for the additional month(s) below the 99.9% in the given three (3) month rolling period, would be two times the Service Level Credit defined above. By way of illustration only, if in a three month rolling period the System Availability is 99.7%, 100%, and 99.6%, the credit % paid would be [**]% credit in the first month, no penalty in the second month, and [**]% credit in the third month. At no time will penalty credits in a given month exceed 100% of the monthly Hosting Services fees.</p>	<p>Changed to conform to our standard.</p>	<p>Less than 95.0%</p>	<p>100[**]% of monthly Hosting Services fees one month’s subscription fee</p> <p><u>Contractor will be in material breach of this Agreement</u>. In the event % Availability for the Hosting Services is below 99.9% more than once in a three (3) month rolling period<u>two (2) consecutive months</u>, the Service Level Credit owed for the additional month(s) below the 99.9% in the given three (3) month rolling period, would be two times the Service Level Credit defined above. By way of illustration only, if in a three month rolling period the System Availability is 99.7%, 100%, and 99.6%, the credit % paid would be [**]% credit in the first month, no penalty in the second month, and [**]% credit in the third month. At no time will penalty credits in a given month exceed 100% of the monthly Hosting Services fees.</p>

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	<p>determined, from the earliest point in time that such Outage is or reasonably should be detected by Contractor. An Outage is an Error. The Outage shall end when the Licensed Software or Hosting Services (or the applicable function of the Licensed Software or Hosting Service) is Available for Use.</p> <p>“Unplanned Downtime” shall mean an Outage that is not the result of a regularly scheduled or other scheduled maintenance window.</p> <p>“Available For Use” shall mean the ability of the Licensed Software and Hosting Services to be utilized or accessed by County as contemplated under the Agreement, including conformance to the Specifications, and without material degradation of performance.</p>			<p>the Licensed Software or Hosting Services) are not Available for Use during a calendar month, measured from the time the Outage actually occurred or, when the time the Outage actually occurred cannot be determined, from the earliest point in time that such Outage is or reasonably should be detected by Contractor. An Outage is an Error. The Outage shall end when the Licensed Software or Hosting Services (or the applicable function of the Licensed Software or Hosting Service) is Available for Use.</p> <p>“Unplanned Downtime” shall mean an Outage that is not the result of a regularly scheduled or other scheduled maintenance window.</p> <p>“Available For Use” shall mean the ability of the Licensed Software and Hosting Services to be utilized or accessed by County as contemplated under the Agreement, including conformance to the Specifications, and without material degradation of performance.</p>	
4.6	<p>Licensed Software Response Times</p> <p>The Parties acknowledge that the quality of the Licensed Software Response Time of the Licensed Software and Hosting Services is a critical factor to the successful operation of the CADS System and County User satisfaction. Contractor warrants that the Licensed Software and Hosting Services together will be provided with function response times that are satisfactory to County Users of the CADS System. Licensed Software Response Time shall be determined to be unsatisfactory to the County users if the County CIO (or his or her designee) (a) presents documentation that reflects a negative view of the operation of the Licensed Software and Hosting Services that is or can reasonably be attributed to Licensed Software</p>		<p>Do you accept this provision?</p> <p><input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <p>-----</p> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the</p>	<p>Licensed Software Response Times</p> <p>The Parties acknowledge that the quality of the Licensed Software Response Time of the Licensed Software and Hosting Services is a critical factor to the successful operation of the CADS System and County User satisfaction. Contractor warrants that the Licensed Software and Hosting Services together will be provided with function response times that are satisfactory to County Users of the CADS System. Licensed Software Response Time shall be determined to be unsatisfactory to the County users if the County CIO (or his or her designee) (a) presents documentation that reflects a negative view of the operation of the Licensed Software and Hosting Services that is or can reasonably be attributed to Licensed Software</p>	

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	Response Time issues; or (b) determines that County Users' acceptance and/or use of the CADS System is or is highly likely to be adversely impacted by Licensed Software Response Times.	<p>adjacent column using "track changes."</p> <hr/> <p>Strata does not provide Program response time commitments in its agreements.</p>	Response Time issues; or (b) determines that County Users' acceptance and/or use of the CADS System is or is highly likely to be adversely impacted by Licensed Software Response Times.
4.6 Paragraph 2	Upon notification of failure, Contractor shall provide a root cause analysis that includes an assessment of actions required to correct the Licensed Software Response Time failure and take the actions necessary to implement the corrective actions as they relate to the Licensed Software or Hosting Services.	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Strata does not provide Program response time commitments in its agreements.</p>	Upon notification of failure, Contractor shall provide a root cause analysis that includes an assessment of actions required to correct the Licensed Software Response Time failure and take the actions necessary to implement the corrective actions as they relate to the Licensed Software or Hosting Services.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
4.6 Paragraph 3	Contractor will provide Licensed Software and Hosting Services response time measurement reports as requested by County. In addition, Contractor will make available to County tools to enable County to monitor back-end system performance, including response time.	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Strata does not provide Program response time commitments in its agreements.</p>	Contractor will provide Licensed Software and Hosting Services response time measurement reports as requested by County. In addition, Contractor will make available to County tools to enable County to monitor back-end system performance, including response time.
4.7	<p>Monthly Report Service Level</p> <p>Contractor shall be responsible for measuring and monitoring Service Level performance and shall provide County with monthly reports showing Service Level performance during the reporting period at a level of detail that is sufficient to verify Contractor's compliance with the applicable Service Levels. All monthly reports due under this Agreement are due on the tenth (10th) Business Day of the month following the month for which such report relates; provided, however, that if the tenth (10th) is a weekend or County holiday, such reports shall be due on the first (1st) County Business Day thereafter. The reporting Service Level is set forth below:</p>	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p>	<p>Monthly Report Service Level</p> <p>Contractor shall be responsible for measuring and monitoring Service Level performance and shall provide County with monthly reports <u>upon request</u> showing Service Level performance during the reporting period at a level of detail that is sufficient to verify Contractor's compliance with the applicable Service Levels. All monthly reports due under this Agreement are due on the tenth (10th) Business Day of the month following the month for which such report relates; provided, however, that if the tenth (10th) is a weekend or County holiday, such reports shall be due on the first (1st) County Business Day thereafter. The reporting Service Level is set forth below:</p>

Section Reference	County Language		Acceptance / Objection(s)	Proposed Revisions to County Language	
			We do not have a way to send automated reports. These can be sent on request.		
4.7 Paragraph 2	Service Level Metric	Service Level Credits	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>We do not have a way to send automated reports. These can be sent on request.</p>	Service Level Metric	Service Level Credits
	All monthly reports submitted on or before tenth (10 th) Business Day of each month	[**] (\$[**]) for the initial Service Level Failure, and [**] (\$[**]) for each additional Business Day late thereafter		All monthly reports submitted on or before tenth (10th) Business Day of each month	[**] (\$[**]) for the initial Service Level Failure, and [**] (\$[**]) for each additional Business Day late thereafter
4.8	Data Return Service Level Contractor shall return all County Data in accordance with the requirements of this Agreement not later than thirty (30) calendar days after County's request, or as otherwise agreed to in writing by		Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"	Data Return Service Level Contractor shall return all County Data in accordance with the requirements of this Agreement not later than thirty (30) calendar days after County's request, or as otherwise agreed to in writing by	

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	the Parties. Contractor shall provide access to such County Data by a secure FTP site or provide a copy of County Data in a mutually agreed upon, commercially standard format.		<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	the Parties. Contractor shall provide access to such County Data by a secure FTP site or provide a copy of County Data in a mutually agreed upon, commercially standard format.	
4.8 Paragraph 2	Service Level Metric All County Data returned within thirty (30) calendar days after County’s request, or as otherwise agreed to in writing by the Parties	Service Level Credits [**] (\$[**]) per calendar day late	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Strata does not offer these types of service credits.</p>	Service Level Metric All County Data returned within thirty (30) calendar days after County’s request, or as otherwise agreed to in writing by the Parties	Service Level Credits [**] (\$[**]) per calendar day late

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
4.9	Service Level Audits County or its designee will have the right to audit Contractor’s measurement, monitoring, and reporting on all Service Levels, including providing County with access to the complete data used by Contractor to calculate its performance against the Service Levels and the measurement and monitoring procedures utilized by Contractor to generate such data for purposes of audit and verification.	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Modified this to conform to our standard audit language.</p>	Service Level Audits County or its designee will have the right to audit Contractor’s measurement, monitoring, and reporting on all Service Levels, including providing County with access to the complete data used by Contractor to calculate its performance against the Service Levels and the measurement and monitoring procedures utilized by Contractor to generate such data for purposes of audit and verification. <u>Such audits may occur once annually at County’s sole expense. County must provide Contractor at least thirty (30) days written notice prior to the commencement of such audit.</u>
4.10	Meetings Contractor and County shall meet at least once a week, pending availability of both Parties, to review the status of open Support Requests, and discuss trends and issues relating to Support Requests and approaches to reducing the number of Support Requests as well as improving both County and Contractor responses to such Support Requests.	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	Meetings Contractor and County shall <u>may</u> meet at least once a week, pending availability of both Parties, to review the status of open Support Requests, and discuss trends and issues relating to Support Requests and approaches to reducing the number of Support Requests as well as improving both County and Contractor responses to such Support Requests.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		We are happy to meet whenever County would like to but this level of meeting cadence may not be necessary.	
4.11	Additions, Deletions, and Modifications of Service Levels Beginning in the Contract Year that is six (6) months after the Productive Use of the Licensed Software and every three (3) years thereafter, unless otherwise agreed in writing by the Parties, the Parties will meet to discuss the addition, modification, or deletion of the Service Levels to account primarily for changes in technology and ongoing performance related issues. Any changes to Service Levels must be made in accordance with this Agreement.	Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No" If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes." The Service Levels will be in place for the duration of the Contract and will not be adjusted during the term.	Additions, Deletions, and Modifications of Service Levels Beginning in the Contract Year that is six (6) months after the Productive Use of the Licensed Software and every three (3) years thereafter, unless otherwise agreed in writing by the Parties, the Parties will meet to discuss the addition, modification, or deletion of the Service Levels to account primarily for changes in technology and ongoing performance related issues. Any changes to Service Levels must be made in accordance with this Agreement.
4.11 Paragraph 2	Service Levels shall be added in accordance with the following:	Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"	Service Levels shall be added in accordance with the following:

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>The Service Levels will be in place for the duration of the Contract and will not be adjusted during the term.</p>	
4.11 (a)	Where data exists for at least six (6) months from which measurements can be derived, County and Contractor shall review the measurement trends and the levels of quality that were attained during the measurement period and shall work together in good faith to mutually agree, and to establish the Service Level standard that Contractor will be required to meet; or	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	Where data exists for at least six (6) months from which measurements can be derived, County and Contractor shall review the measurement trends and the levels of quality that were attained during the measurement period and shall work together in good faith to mutually agree, and to establish the Service Level standard that Contractor will be required to meet; or

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		The Service Levels will be in place for the duration of the Contract and will not be adjusted during the term.	
4.11 (b)	Where no such data exists, the Parties shall attempt in good faith to mutually agree on a Service Level standard using industry standard measures applicable to the delivery of technology to health care providers or third-party vendor advisory services with experience in the health care industry.	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>The Service Levels will be in place for the duration of the Contract and will not be adjusted during the term.</p>	Where no such data exists, the Parties shall attempt in good faith to mutually agree on a Service Level standard using industry standard measures applicable to the delivery of technology to health care providers or third-party vendor advisory services with experience in the health care industry.
SECTION 5. (SERVICE LEVEL FAILURES AND SERVICE LEVEL CREDITS)			

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
5.1	<p>Service Level Failures</p> <p>Failure to achieve any of the Service Levels described in Section Error! Reference source not found. (Service Levels) of this Exhibit shall constitute a “Service Level Failure” and Contractor shall be liable for the Service Level Credits in the amounts set forth in Section Error! Reference source not found. (Service Levels). Contractor shall not be responsible for any Service Level Failure caused by County or its agents. Contractor shall promptly notify County of any Service Level Failure.</p>	<p>Do you accept this provision?</p> <p><input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Updated to reference the section we are agreeing to provide service level credits to.</p>	<p>Service Level Failures</p> <p>Failure to achieve any of the Service Levels described in Section Error! Reference source not found. 4.5 Paragraph 2 (Service Levels) of this Exhibit shall constitute a “Service Level Failure” and Contractor shall be liable for the Service Level Credits in the amounts set forth in Section Error! Reference source not found. 4.5 Paragraph 2 (Service Levels). Contractor shall not be responsible for any Service Level Failure caused by County or its agents. Contractor shall promptly notify County of any Service Level Failure.</p>
5.2 (a)	<p><u>Credits.</u> Upon the occurrence of any Service Level Failure, Contractor shall issue to County a credit in the amount set forth in Section Error! Reference source not found. (Service Levels) (“Service Level Credit”). If more than one (1) Service Level Failure has occurred in a single month, the sum of the corresponding Service Level Credits shall be credited to County.</p>	<p>Do you accept this provision?</p> <p><input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p><u>Credits.</u> Upon the occurrence of any Service Level Failure as outlined in Section 4.5 paragraph 2, Contractor shall issue to County a credit in the amount set forth in Section Error! Reference source not found. Section 4.5 paragraph 2 (Service Levels) (“Service Level Credit”). If more than one (1) Service Level Failure has occurred in a single month, the sum of the corresponding Service Level Credits shall be credited to County.</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		Updated to reference the section we are agreeing to provide service level credits for.	
5.2 (a) Paragraph 2	The total amount of Service Level Credits that Contractor will be obligated to pay to County, with respect to Service Level Failure(s), shall be reflected on the monthly Service Level report to be provided in accordance with Section Error! Reference source not found. (Monthly Report Service Level), in the month following the Service Level Failure(s) giving rise to such Service Level Credit(s). The Service Level Credit(s) amounts shall be subject to the earnback in any Contract Year as provided in Section Error! Reference source not found. (b) (Earnback) below. Notwithstanding the foregoing, the calculation of such Service Level Credit(s) shall be based on the credit amounts in effect.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	The total amount of Service Level Credits that Contractor will be obligated to pay to County, with respect to Service Level Failure(s), shall be reflected on the monthly Service Level report to be provided in accordance with Section Error! Reference source not found. (Monthly Report Service Level), in the month following the Service Level Failure(s) giving rise to such Service Level Credit(s). The Service Level Credit(s) amounts shall be subject to the earnback in any Contract Year as provided in Section Error! Reference source not found. (b) (Earnback) below. Notwithstanding the foregoing, the calculation of such Service Level Credit(s) shall be based on the credit amounts in effect.
5.2 (b)	<u>Earnback.</u> Within thirty (30) calendar days after the last day of each Contract Year, Contractor shall provide a report (the " Annual Service Level Performance Report ") to County that will include, with respect to each Service Level, a summary of Service Level performance by Service Level by month; identify by Service Level any Service Level Credits accrued; and identify any Service Level changes and/or performance improvement actions taken. Service Level performance will also be reported by Contractor to County on a monthly basis as provided in Section Error! Reference source not found. (Monthly Report Service Level).	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the</p> <hr/>	<u>Earnback.</u> Within thirty (30) calendar days after the last day of each Contract Year <u>Upon request</u> , Contractor shall provide a report (the " Annual Service Level Performance Report ") to County that will include, with respect to each Service Level, a summary of Service Level performance by Service Level by month; identify by Service Level any Service Level Credits accrued; and identify any Service Level changes and/or performance improvement actions taken. Service Level performance will also be reported by Contractor to County on a monthly basis <u>upon request</u> as provided in Section Error! Reference source not found. (Monthly Report Service Level).

County of Los Angeles

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Exhibit E.RF (Service Levels Response Form)

Agreement No. [**]

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		adjacent column using "track changes." We do not have a way to send these reports in an automated way.	
5.2 (b) Paragraph 2	If County verifies that during the preceding Contract Year:	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <p>-----</p> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <p>-----</p> <p>Strata cannot agree to this language.</p>	If County verifies that during the preceding Contract Year:
5.2 (b) Paragraph 2 (i)	as to Service Levels that do not require "100% compliance" or delivery "all," or "every" time; Contractor achieved a yearly performance average in that Service Level that was greater than, or equal to, the Service Level in effect for such Service Level during the preceding Contract Year; or	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <p>-----</p> <p>If "No," state clearly your objection(s) to</p>	as to Service Levels that do not require "100% compliance" or delivery "all," or "every" time; Contractor achieved a yearly performance average in that Service Level that was greater than, or equal to, the Service Level in effect for such Service Level during the preceding Contract Year; or

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		<p>the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Strata cannot agree to this language.</p>	
5.2 (b) Paragraph 2 (ii)	as to Service Levels that require "100% compliance" or delivery "all," or "every" time; Contractor has not had a Service Level Failure in two (2) or more months within the preceding Contract Year; then	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Strata cannot agree to this language.</p>	as to Service Levels that require "100% compliance" or delivery "all," or "every" time; Contractor has not had a Service Level Failure in two (2) or more months within the preceding Contract Year; then
5.2 (b) Paragraph 3	Contractor shall be relieved from paying Service Level Credits accrued during the preceding Contract Year for the Service Level Failures for	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p>	Contractor shall be relieved from paying Service Level Credits accrued during the preceding Contract Year for the Service Level Failures for

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	the specific Service Level(s) that meet the criteria in category (i) and/or (ii), above, as applicable.	<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Strata cannot agree to this language.</p>	the specific Service Level(s) that meet the criteria in category (i) and/or (ii), above, as applicable.
5.2 (b) Paragraph 4	For each Contract Year, any Service Level Credits that are not earned back by Contractor as provided above will be credited to County on the second monthly invoice of each Contract Year. If no further monthly invoices are to be produced, Contractor will pay to County the monetary amount of the remaining Service Level Credits within fifteen (15) calendar days after the last day of the Term of the Agreement.	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	For each Contract Year, any Service Level Credits that are not earned back by Contractor as provided above will be credited to County on the second monthly invoice of each Contract Year. If no further monthly invoices are to be produced, Contractor will pay to County the monetary amount of the remaining Service Level Credits within fifteen (15) calendar days after the last day of the Term of the Agreement.
SECTION 6. (CORRECTIVE ACTION PLAN)			

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
6.	In the event two (2) or more Critical Support Requests occur in any thirty (30) calendar day period during the Term of the Agreement, Contractor shall promptly investigate the root causes of such support issues and shall provide to County within five (5) Business Days of the occurrence of the second Critical Support Request an analysis of such root causes and a proposed corrective action plan for County's review, comment, and approval (the "Corrective Action Plan"). The Corrective Action Plan shall include, at a minimum: (a) a commitment by Contractor to devote the appropriate time, skilled Contractor Personnel, systems support and equipment, and/or resources to remedy, and prevent any further occurrences of Critical Support Request issues; and (b) time frames for implementation of the Corrective Action Plan. There shall be no additional charge (other than those fees set forth in the Agreement) for Contractor's implementation of such Corrective Action Plan in the time frames and manner set forth in the Corrective Action Plan.	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Agree with language just changed the reference to the appropriate Category.</p>	In the event two (2) or more Critical <u>Category 1</u> Support Requests occur in any thirty (30) calendar day period during the Term of the Agreement, Contractor shall promptly investigate the root causes of such support issues and shall provide to County within five (5) Business Days of the occurrence of the second Critical Support Request an analysis of such root causes and a proposed corrective action plan for County's review, comment, and approval (the "Corrective Action Plan"). The Corrective Action Plan shall include, at a minimum: (a) a commitment by Contractor to devote the appropriate time, skilled Contractor Personnel, systems support and equipment, and/or resources to remedy, and prevent any further occurrences of Critical Support Request issues; and (b) time frames for implementation of the Corrective Action Plan. There shall be no additional charge (other than those fees set forth in the Agreement) for Contractor's implementation of such Corrective Action Plan in the time frames and manner set forth in the Corrective Action Plan.
SECTION 7. (SERVICE OUTAGES)			
7.1	<p>Scheduled Outages</p> <p>Contractor shall notify County of Scheduled Outages at least twenty-four (24) hours in advance, and such Scheduled Outages shall be scheduled between the hours of 1:00 a.m. and 5:00 a.m. Pacific Time on Sundays. Contractor requested Scheduled Outages shall occur no more frequently than once per calendar month. For avoidance of doubt, Scheduled Outages that fall within the above maintenance window timeframes are excluded from the Availability calculation. Contractor may request extensions of Scheduled Outages beyond the aforementioned hours and with Approval by County, which may not be unreasonably withheld or delayed.</p>	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p>	<p>Scheduled Outages</p> <p>Contractor shall notify County of Scheduled Outages at least twenty-four (24) hours in advance, and such Scheduled Outages shall be scheduled between the hours of 1:00 a.m. <u>8pm.</u> and 12am <u>5:00 a.m.</u> Pacific <u>Central</u> Time on Sundays <u>Tuesdays</u>. Contractor requested Scheduled Outages shall occur no more frequently than once per calendar month. For avoidance of doubt, Scheduled Outages that fall within the above maintenance window timeframes are excluded from the Availability calculation. Contractor may request extensions of Scheduled Outages beyond the aforementioned hours and with Approval by County, which may not be unreasonably withheld or delayed.</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		<p>The Strata maintenance window is every Tuesday from 8:00PM Central Time to 12:00AM Central Time</p>	
7.2	<p>Unscheduled Outages</p> <p>Unscheduled Outages are caused by loss of connectivity, or by failure of a Contractor Service. In cases where a destination is not available, or unacceptable Hosting Service is reported, Contractor will attempt to determine the source of the Error and report its findings to County.</p>	<p>Do you accept this provision?</p> <p><input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p>	<p>Unscheduled Outages</p> <p>Unscheduled Outages are caused by loss of connectivity, or by failure of a Contractor Service. In cases where a destination is not available, or unacceptable Hosting Service is reported, Contractor will attempt to determine the source of the Error and report its findings to County.</p>
7.2 Paragraph 2	<p>Unscheduled Outages and extensions of Scheduled Outages as described in Section 7.1 (Scheduled Outages), above, are not excluded from the Availability Service Level set forth above (i.e., an Outage, regardless of its cause, except due to the actions of County and its agents, shall not relieve Contractor of its obligation to achieve the Service Levels set forth herein).</p>	<p>Do you accept this provision?</p> <p><input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s)</p>	<p>Unscheduled Outages and extensions of Scheduled Outages as described in Section 7.1 (Scheduled Outages), above, are not excluded from the Availability Service Level set forth above (i.e., an Outage, regardless of its cause, except due to the actions of County and its agents, shall not relieve Contractor of its obligation to achieve the Service Levels set forth herein).</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		<p>below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	
SECTION 8. (SECURITY BREACHES)			
8.	<p>In the event of an attack or threatened or suspected breach of security against the Services and/or Server impacting County system, Contractor will take whatever reasonable steps are necessary to halt such action, including taking the Services down. Upon identification of a security incident, Contractor will immediately contact the person designated by County to discuss the security incident, or, if the designated contact cannot be reached, the County help desk. However, if time is critical, action may be required before the contact can be reached. Contractor's actions will include, as appropriate:</p>	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Change in reporting timeframe</p>	<p>In the event of an attack or threatened or suspected breach of security against the Services and/or Server impacting County system, Contractor will take whatever reasonable steps are necessary to halt such action, including taking the Services down. Upon identification of a security incident involving County system, Contractor will immediately <u>within 48 hours</u> contact the person designated by County to discuss the security incident, or, if the designated contact cannot be reached, the County help desk. However, if time is critical, action may be required before the contact can be reached. Contractor's actions will include, as appropriate:</p>
8. Bullet 1	Confirm the threat;	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p>	Confirm the threat;

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	
8. Bullet 2	Deny access from the source of the attack;	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	Deny access from the source of the attack;
8. Bullet 3	Investigate the extent of the damage, if any;	Do you accept this provision?	Investigate the extent of the damage, if any;

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		<input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No" <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	
8. Bullet 4	Back-up the affected systems and those suspected to be affected;	<p>Do you accept this provision?</p> <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No" <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Back-up the affected systems and those suspected to be affected;

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
8. Bullet 5	Strengthen defenses everywhere, not just the suspected path that the attacker used;	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Strengthen defenses everywhere, not just the suspected path that the attacker used;
8. Bullet 6	Contact the ISP where the threat or attack originated and/or law enforcement to work with Contractor's security team;	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Contact the ISP where the threat or attack originated and/or law enforcement to work with Contractor's security team;

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
8. Bullet 7	Produce an Error report within twenty-four (24) hours detailing Contractor's findings; and	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Produce an Error report within twenty-four (24) hours detailing Contractor's findings; and
8. Bullet 8	Re-instate the denial of access after a set time period, but continue to monitor traffic from that source until risk of further attacks is deemed to be minimized.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Re-instate the denial of access after a set time period, but continue to monitor traffic from that source until risk of further attacks is deemed to be minimized.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language



**COST ACCOUNTING AND DECISION SUPPORT SYSTEM
AND RELATED SERVICES
REQUEST FOR PROPOSALS**

EXHIBIT F.RF (BUSINESS ASSOCIATE AGREEMENT RESPONSE FORM)

#CADSS2019

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
Paragraph 1	Pursuant to the Cost Accounting and Decision Support System and Services Agreement by and between the County of Los Angeles (“Covered Entity” or “County”) and [REDACTED] (“Business Associate” or “Contractor”), dated [REDACTED], together with all Exhibits, Attachments, and Schedules thereto as may be amended from time to time (“Agreement”), Business Associate provides services (“Services”) to Covered Entity and, in order to provide those Services, receives, has access to, or creates Protected Health Information.	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	Pursuant to the Cost Accounting and Decision Support System and Services Agreement by and between the County of Los Angeles (“Covered Entity” or “County”) and [REDACTED] (“Business Associate” or “Contractor”), dated [REDACTED], together with all Exhibits, Attachments, and Schedules thereto as may be amended from time to time (“Agreement”), Business Associate provides services (“Services”) to Covered Entity and, in order to provide those Services, receives, has access to, or creates Protected Health Information.
Paragraph 2	County is a Covered Entity, as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions 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”).	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	County is a Covered Entity, as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions 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”).
Paragraph 3	Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and</p>	Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined

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Exhibit F.RF (Business Associate Agreement Response Form)
 Agreement No. [**]

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	of the HIPAA Rules that are applicable to Business Associates.	<p>provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.
Paragraph 4	The HIPAA Rules require a written agreement (" Business Associate Agreement ") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	The HIPAA Rules require a written agreement (" Business Associate Agreement ") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.
Paragraph 5	This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
Paragraph 6	Therefore, the parties agree as follows:	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Therefore, the parties agree as follows:
SECTION 1. (DEFINITIONS)			
1.1	"Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	"Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
1.2	"Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and</p>	"Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the

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Exhibit F.RF (Business Associate Agreement Response Form)

Agreement No. ***

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.	provide your proposed revision in the adjacent column using "track changes." <hr/>	workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.
1.3	"Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.	Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No" <hr/> If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes." <hr/>	"Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.
1.4	"Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.	Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No" <hr/> If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes." <hr/>	"Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
1.5	"De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	"De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
1.6	"Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	"Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
1.7	"Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer,	Do you accept this provision?	"Disclose" and "Disclosure" mean, with respect to Protected Health Information,

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)	<input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No" <hr/> If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."	the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
1.8	"Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)	Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No" <hr/> If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."	"Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
1.9	"Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media.	Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No" <hr/> If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."	"Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as

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	Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.		magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
1.10	"Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p>	"Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
1.11	"Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and</p>	"Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.

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		<p>provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	
1.12	"Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	"Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
1.13	"Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	"Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.

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1.14	"Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	"Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
1.15	"Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of these parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	"Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of these parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to

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			Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
1.16	"Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	"Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
1.17	"Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	"Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
1.18	"Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/>	"Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.

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		<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	
1.19	<p>"Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>"Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.</p>
1.20	<p>"Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>"Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.</p>

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1.21	"Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	"Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
1.22	"Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	"Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
1.23	Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/>	Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

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		<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	
SECTION 2. (PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION)			
2.1	Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services and/or as necessary to comply with the obligations of this Business Associate Agreement.	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services and/or as necessary to comply with the obligations of this Business Associate Agreement.
2.2	Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.

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2.3	Business Associate may Use or Disclose Protected Health Information as Required by Law.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Business Associate may Use or Disclose Protected Health Information as Required by Law.
2.4	Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
2.5	Business Associate may Use Protected Health Information as necessary for the proper management	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p>	Business Associate may Use Protected Health Information as necessary for the proper management and administration

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	and administration of its business or to carry out its legal responsibilities.	<p>-----</p> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <p>-----</p>	of its business or to carry out its legal responsibilities.
2.6	Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <p>-----</p> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <p>-----</p>	Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.
2.7	Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <p>-----</p> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and</p>	Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

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		<p>provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	
SECTION 3. (PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION)			
3.1	Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
3.2	Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.

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3.3	Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.
SECTION 4. (OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION)			
4.1	Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
4.2	Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/>	Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or

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	such information other than as provided for by this Business Associate Agreement.	<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	Disclosure of such information other than as provided for by this Business Associate Agreement.
SECTION 5. (REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION)			
5.1	Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Additional of clarifying term that reporting is for any impact to Covered Entity data.</p>	Business Associate shall report to Covered Entity any Use or Disclosure of <u>Covered Entity</u> Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured <u>Covered Entity</u> Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.
5.1.1	Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p>	Business Associate shall report to Covered Entity any Use or Disclosure of <u>Covered Entity</u> Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

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		Additional of clarifying term that reporting is for any impact to Covered Entity data.	
5.1.2	Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Additional of clarifying term that reporting is for any impact to Covered Entity data.</p>	Business Associate shall report to Covered Entity any Security Incident involving <u>Covered Entity data</u> of which Business Associate becomes aware.
5.1.3	Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Business Associate shall report to Covered Entity any Breach of <u>Covered Entity data</u> by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured <u>Covered Entity</u> Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured

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	of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.	Additional of clarifying term that reporting is for any impact to Covered Entity data.	<u>Covered Entity</u> Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.
5.2	Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.
5.2.1	Business Associate shall make an <u>immediate telephonic report</u> upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to (562) 940-3335 that minimally includes:	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Define time to report.</p>	Business Associate shall make a an <u>immediate-telephonic report within 48 hours</u> upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to (562) 940-3335 that minimally includes:

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5.2.1. (a)	A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
5.2.1. (b)	The number of Individuals whose Protected Health Information is involved;	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	The number of Individuals whose Protected Health Information is involved;
5.2.1. (c)	A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and</p>	A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address,

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		<p>provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	account number, diagnosis, disability code or other types of information were involved);
5.2.1. (d)	The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach
5.2.2	Business Associate shall make a <u>written report without unreasonable delay and in no event later than three (3) business days</u> from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the Chief HIPAA Privacy Officer at: Chief HIPAA Privacy Officer, Kenneth Hahn Hall of Administration, 500 West Temple Street, Suite 525, Los Angeles, California 90012, HIPAA@auditor.lacounty.gov , that includes, to the extent possible:	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	Business Associate shall make a <u>written report without unreasonable delay and in no event later than three (3) business days</u> from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the Chief HIPAA Privacy Officer at: Chief HIPAA Privacy Officer, Kenneth Hahn Hall of Administration, 500 West Temple Street, Suite 525, Los Angeles, California

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			90012, HIPAA@auditor.lacounty.gov , that includes, to the extent possible:
5.2.2 (a)	A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
5.2.2 (b)	The number of Individuals whose Protected Health Information is involved;	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	The number of Individuals whose Protected Health Information is involved;
5.2.2 (c)	A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/>	A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security

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	address, account number, diagnosis, disability code or other types of information were involved);	<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
5.2.2 (d)	The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
5.2.2 (e)	Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;

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5.2.2 (f)	Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
5.2.2 (g)	A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
5.2.2 (h)	The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/>	The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted

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		<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	Use or Disclosure of PHI, Security Incident, or Breach.
5.2.3	If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.
5.3	Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
5.3.1	If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.
5.3.2	If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.
SECTION 6. (WRITTEN ASSURANCES OF SUBCONTRACTORS)			
6.1	In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives,	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p>	In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.	<p>-----</p> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <p>_____</p>	ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.
6.2	Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <p>-----</p> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <p>_____</p>	Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.
6.3	If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <p>-----</p> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <p>_____</p>	If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
6.4	If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.
6.5	Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
6.6	Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p>	Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.	<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p>	Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
6.7	Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <p>Clarified to provide the BAAs for those subcontractors which may have access to County data.</p>	Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements <u>who may have access to County data</u> required by Section 6.1.
6.8	Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p>	Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
			to Contractor's status as a Business Associate.
SECTION 7. (ACCESS TO PROTECTED HEALTH INFORMATION)			
7.1	To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.
7.2	If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
7.3	To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.
SECTION 8. (AMENDMENT OF PROTECTED HEALTH INFORMATION)			
8.1	To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
8.2	If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/>	If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall

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Exhibit F.RF (Business Associate Agreement Response Form)

Agreement No. ***

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	receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.	<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.
SECTION 9. (ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION)			
9.1	Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
9.1.1	Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
9.1.1 (a)	The date of the Disclosure;	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	The date of the Disclosure;
9.1.1 (b)	The name, and address if known, of the entity or person who received the Protected Health Information;	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	The name, and address if known, of the entity or person who received the Protected Health Information;
9.1.1 (c)	A brief description of the Protected Health Information Disclosed; and	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p>	A brief description of the Protected Health Information Disclosed; and

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	
9.1.1 (d)	A brief statement of the purpose of the Disclosure.	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	A brief statement of the purpose of the Disclosure.
9.1.2	For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
9.2	Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
9.3	If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.
SECTION 10. (COMPLIANCE WITH APPLICABLE HIPAA RULES)			
10.1	To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of	Do you accept this provision?	To the extent Business Associate is to carry out one or more of Covered

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).	<input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No" <hr/> If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes." <hr/>	Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).
10.2	Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.	Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No" <hr/> If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes." <hr/>	Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.
SECTION 11. (AVAILABILITY OF RECORDS)			
11.1	Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.	Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No" <hr/> If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes." <hr/>	Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's

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			compliance with the Privacy and Security Regulations.
11.2	Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <p>-----</p> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <p>-----</p>	Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
SECTION 12. (MITIGATION OF HARMFUL EFFECTS)			
12.1	Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <p>-----</p> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <p>-----</p>	Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
SECTION 13. (BREACH NOTIFICATION TO INDIVIDUALS)			
13.1	Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.
13.1.1	Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.
13.1.2	The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and</p>	The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

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		<p>provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	
13.1.2 (a)	A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
13.1.2 (b)	A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

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13.1.2 (c)	Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
13.1.2 (d)	A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
13.1.2 (e)	Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and</p>	Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		<p>provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	
13.2	Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.
13.3	Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
SECTION 14. (INDEMNIFICATION)			
14.1	Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.
14.2	Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
SECTION 15. (OBLIGATIONS OF COVERED ENTITY)			

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15.1	Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.
15.2	Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.
SECTION 16. (TERM)			
16.1	Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and</p>	Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement,

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		<p>provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	with or without payment, that gives rise to Contractor's status as a Business Associate.
16.2	Notwithstanding Section 16.1, Business Associate’s obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	Notwithstanding Section 16.1, Business Associate’s obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.
SECTION 17. (TERMINATION FOR CAUSE)			
17.1	In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by

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			the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.
17.2	In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.
SECTION 18. (DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION)			
18.1	Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

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18.2	Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
18.3	Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.
18.3.1	Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/>	Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use

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	45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.	<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.
18.3.2	Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.
18.4	Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
SECTION 19. (AUDIT, INSPECTION, AND EXAMINATION)			
19.1	Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.
19.2	Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.

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19.3	At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.
19.4	That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.
19.5	Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/>	Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice

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	Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.	<p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
19.6	Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
SECTION 20. (MISCELLANEOUS PROVISIONS)			
20.1	Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
20.2	HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
20.3	No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
20.4	Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract,	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p>	Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.	<p>-----</p> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <p>-----</p>	the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
20.5	Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <p>-----</p> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <p>-----</p>	Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
20.6	Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <p>-----</p> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and</p>	Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		<p>provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	
20.7	Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.



**COST ACCOUNTING AND DECISION SUPPORT SYSTEM
AND RELATED SERVICES
REQUEST FOR PROPOSALS**

EXHIBIT G.RF (GLOSSARY RESPONSE FORM)

#CADSS2019

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
Paragraph 1	<p>This Exhibit G (Glossary) is an attachment and addition to the Cost Accounting and Decision Support System and Services Agreement dated [REDACTED], 20 [REDACTED] (the “Agreement”) entered into by and between the County of Los Angeles, a political subdivision of the State of California (“County”) and [REDACTED] (“Contractor”) and is incorporated into the Agreement by reference hereof. Whenever used in the Exhibits, Attachments, or Schedules to the Agreement, the words and phrases listed below shall have the meanings given in this Exhibit G (Glossary). Capitalized terms not otherwise defined in this Exhibit G (Glossary) shall have the meanings ascribed to them in the Agreement or in other Exhibits, Attachments, or Schedules. In the event there is a conflict between how a term is defined in this Exhibit G (Glossary) and any other portion of the Agreement, the order of precedence for understanding the meaning of that term, shall be as follows: (a) how that term is defined in the Agreement; (b) how that term is defined in this Exhibit G (Glossary); and (c) how that term is defined in the other Exhibits, Attachments, and Schedules to the Agreement. Unless otherwise specified herein, all references in this Exhibit G (Glossary) to Sections shall refer to the respective Sections of this Agreement as specified in the main body of the Agreement (rather than the Exhibits, Attachments, or Schedules thereto).</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p>	<p>This Exhibit G (Glossary) is an attachment and addition to the Cost Accounting and Decision Support System and Services Agreement dated [REDACTED], 20 [REDACTED] (the “Agreement”) entered into by and between the County of Los Angeles, a political subdivision of the State of California (“County”) and [REDACTED] (“Contractor”) and is incorporated into the Agreement by reference hereof. Whenever used in the Exhibits, Attachments, or Schedules to the Agreement, the words and phrases listed below shall have the meanings given in this Exhibit G (Glossary). Capitalized terms not otherwise defined in this Exhibit G (Glossary) shall have the meanings ascribed to them in the Agreement or in other Exhibits, Attachments, or Schedules. In the event there is a conflict between how a term is defined in this Exhibit G (Glossary) and any other portion of the Agreement, the order of precedence for understanding the meaning of that term, shall be as follows: (a) how that term is defined in the Agreement; (b) how that term is defined in this Exhibit G (Glossary); and (c) how that term is defined in the other Exhibits, Attachments, and Schedules to the Agreement. Unless otherwise specified herein, all references in this Exhibit G (Glossary) to Sections shall refer to the respective Sections of this Agreement as specified in the main body of the Agreement (rather than the Exhibits, Attachments, or Schedules thereto).</p>
1. 24X7X365	<p>“24x7x365” means 24 hours a day, 7 days a week, 365 days a year.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your</p>	<p>“24x7x365” means 24 hours a day, 7 days a week, 365 days a year.</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		<p>proposed revision in the adjacent column using “track changes.”</p> <hr/>	
2. Acceptance Certificate	<p>“Acceptance Certificate” shall have the meaning specified in Section 9.13 (Approval of Key Deliverables).</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This section is not applicable. There is no acceptance process under the Agreement.</p>	<p>“Acceptance Certificate” shall have the meaning specified in Section 9.13 (Approval of Key Deliverables).</p>
3. Acceptance Criteria	<p>“Acceptance Criteria” shall have the meaning specified in Section 12.1 (Acceptance Criteria).</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p>	<p>“Acceptance Criteria” shall have the meaning specified in Section 12.1 (Acceptance Criteria).</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		This section is not applicable. There is no acceptance process under the Agreement.	
4. Acceptance Tests	"Acceptance Tests" shall have the meaning specified in Section 12.2 (Acceptance Tests).	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>This section is not applicable. There is no acceptance process under the Agreement.</p>	"Acceptance Tests" shall have the meaning specified in Section 12.2 (Acceptance Tests).
5. Access Control List or ACL	"Access Control List" or "ACL" shall have the meaning specified in Section 3.3(b) (Physical Security Environment) of Exhibit M (Additional Hosting Services Terms and Conditions)	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p>	"Access Control List" or "ACL" shall have the meaning specified in Section 3.3(b) (Physical Security Environment) of Exhibit M (Additional Hosting Services Terms and Conditions)

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
6. Additional Terms	<p>“Additional Terms” shall have the meaning specified in Section 29.5 (Entire Agreement).</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>“Additional Terms” shall have the meaning specified in Section 29.5 (Entire Agreement).</p>
7. Affiliated User	<p>“Affiliated User” shall have the meaning specified in Section 2.2 (County).</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Section 3 of the Agreement covers the Hospitals where Contractor’s Licensed Software Assets are allowed to be used.</p>	<p>“Affiliated User” shall have the meaning specified in Section 2.2 (County).</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
8. Agreement	"Agreement" shall have the meaning specified in the Preamble to the Agreement.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	"Agreement" shall have the meaning specified in the Preamble to the Agreement.
9. Amendment	"Amendment" shall have the meaning specified in Section 13.4 (Amendments).	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Section 13.4 of the Agreement has been changed. Either Party request a change(s) to the Agreement provide that the Amendment is agreed to and signed by both Parties.</p>	"Amendment" shall have the meaning specified in Section 13.4 (Amendments).

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
10. Annual Service Level Performance Report	"Annual Service Level Performance Report" shall have the meaning specified in Section 5.2(b) (Earnback) of Exhibit E (Service Levels and Performance Standards).	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor has set forth Response and Resolution procedures in Section 9.7 of the Agreement Response Form.</p>	"Annual Service Level Performance Report" shall have the meaning specified in Section 5.2(b) (Earnback) of Exhibit E (Service Levels and Performance Standards).
11. API	"API" shall have the meaning specified in Section 9.6 (Interfaces).	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>This provision is not applicable. County may only use Contractor's Licensed Software Assets within its own system, including the Hospitals set forth in this Agreement.</p>	"API" shall have the meaning specified in Section 9.6 (Interfaces).

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
12. Approve or Approval or Approved	<p>“Approve,” “Approval,” or “Approved” shall mean the written acceptance or other required approval by the County Project Manager (or his or her designee), of a specifically identified Deliverable or any other item requiring County approval. “Approval” as it relates to a Key Deliverables shall mean written Approval by the County Project Director of that Deliverable as set forth in Section 9.13 (Approval of Key Deliverables).</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This section is not applicable. There is no acceptance process under the Agreement.</p>	<p>“Approve,” “Approval,” or “Approved” shall mean the written acceptance or other required approval by the County Project Manager (or his or her designee), of a specifically identified Deliverable or any other item requiring County approval. “Approval” as it relates to a Key Deliverables shall mean written Approval by the County Project Director of that Deliverable as set forth in Section 9.13 (Approval of Key Deliverables).</p>
13. Attachment	<p>“Attachment” shall have the meaning specified in the Preamble to the Agreement.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>“Attachment” shall have the meaning specified in the Preamble to the Agreement.</p>
14. Available for Use	<p>“Available for Use” shall have the meaning specified in Section 4.5 (Availability Service Level) of Exhibit E (Service Levels and Performance Standards).</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/>	<p>“Available for Use” shall have the meaning specified in Section 4.5 (Availability Service Level) of Exhibit E (Service Levels and Performance Standards).</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Contractor has set forth Response and Resolution procedures in Section 9.7 of the Agreement Response Form.</p>	
15. Availability	<p>“Availability” shall have the meaning specified in Section 4.5 (Availability Service Level) of Exhibit E (Service Levels and Performance Standards).</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Contractor has set forth Response and Resolution procedures in Section 9.7 of the Agreement Response Form.</p>	<p>“Availability” shall have the meaning specified in Section 4.5 (Availability Service Level) of Exhibit E (Service Levels and Performance Standards).</p>
16. BAA or Business Associate Agreement	<p>“Business Associate Agreement” or “BAA” shall have the meaning specified in Section 2.1(i) (Contractor; Subcontracting). The current BAA is attached as Exhibit F (Business Associate Agreement).</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/>	<p>“Business Associate Agreement” or “BAA” shall have the meaning specified in Section 2.1(i) (Contractor; Subcontracting). The current BAA is</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	attached as Exhibit F (Business Associate Agreement).
17. Best Practices	<p>“Best Practices” means those proven methods and techniques used by Contractor (regardless of whether such Best Practices are Contractor intellectual property) to deliver services similar to the Services across multiple clients of Contractor, that have shown results superior than those achieved by other alternative means, including as such Best Practices are modified or replaced with improved methods and techniques from time to time during the Term of this Agreement.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>“Best Practices” means those proven methods and techniques used by Contractor (regardless of whether such Best Practices are Contractor intellectual property) to deliver services similar to the Services across multiple clients of Contractor, that have shown results superior than those achieved by other alternative means, including as such Best Practices are modified or replaced with improved methods and techniques from time to time during the Term of this Agreement.</p>
18. Board	<p>“Board” shall have the meaning specified in Recital B.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>“Board” shall have the meaning specified in Recital B.</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
19. Business Day(s)	<p>“Business Day(s)” whether singular or plural, shall mean Monday through Friday, excluding County observed holidays, unless stated otherwise.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>“Business Day(s)” whether singular or plural, shall mean Monday through Friday, excluding County observed holidays, unless stated otherwise.</p>
20. Business Objectives	<p>“Business Objectives” shall have the meaning specified in Recital D.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>“Business Objectives” shall have the meaning specified in Recital D.</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
21. County	"County" shall have the meaning specified in the Preamble to the Agreement.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	"County" shall have the meaning specified in the Preamble to the Agreement.
22. County Data	"County Data" shall have the meaning specified in Section 19.11 (County Data).	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	"County Data" shall have the meaning specified in Section 19.11 (County Data).
23. County Designee	"County Designee" shall have the meaning specified in Section 2.3 (County Designee).	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific</p>	"County Designee" shall have the meaning specified in Section 2.3 (County Designee).

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		<p>concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This definition is not applicable. Only County directly and its Hospitals set forth in Section 3 are permitted to use Contractor’s Licensed Software Assets.</p>	
24. County Project Director	<p>“County Project Director” shall have the meaning specified in Section 1.1.1 of Exhibit T (Project Team and Governance).</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Contractor will need to discuss its proposed edits to the terms of Exhibit T prior to agreeing to such document.</p>	<p>“County Project Director” shall have the meaning specified in Section 1.1.1 of Exhibit T (Project Team and Governance).</p>
25. County Property	<p>“County Property” shall have the meaning specified in Section 18.3 (Use of County Property).</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p>	<p>“County Property” shall have the meaning specified in Section 18.3 (Use of County Property).</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
26. County's Mitigation Acts	"County's Mitigation Acts" shall have the meaning specified in Section 23.2(c) (Intellectual Property Indemnification).	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Section 23.2(c) of the Agreement has been changed.</p>	"County's Mitigation Acts" shall have the meaning specified in Section 23.2(c) (Intellectual Property Indemnification).
27. County Systems	"County Systems" shall have the meaning specified in Section 21 (Communication Systems and Access to Information).	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	"County Systems" shall have the meaning specified in Section 21 (Communication Systems and Access to Information).

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
28. Certificates	" Certificates " shall have the meaning specified in Section 24.2 (Evidence of Coverage and Notice).	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	" Certificates " shall have the meaning specified in Section 24.2 (Evidence of Coverage and Notice).
29. C.F.R.	" C.F.R. " shall have the meaning specified in Section 19.10 (Compliance with Federal and State Confidentiality Requirements).	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	" C.F.R. " shall have the meaning specified in Section 19.10 (Compliance with Federal and State Confidentiality Requirements).
30. Change Notice	" Change Notice " shall have the meaning specified in Section 13.2 (Change Notices).	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/>	"Change Notice" shall have the meaning specified in Section 13.2 (Change Notices).

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>The definition of “Change Notice” has been changed in the Agreement Response Form.</p>	
31. Change Order	<p>“Change Order” shall mean the terms of any Optional Work agreed to by County and Contractor applicable to the provision of New Software and/or Professional Services by Contractor, as specified in Section 9.8 (Optional Work).</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This provision is not applicable.</p>	<p>“Change Order” shall mean the terms of any Optional Work agreed to by County and Contractor applicable to the provision of New Software and/or Professional Services by Contractor, as specified in Section 9.8 (Optional Work).</p>
32. Class 1 Work Product	<p>“Class 1 Work Product” shall have the meaning specified in Section 18.1 (Work Product).</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your</p>	<p>“Class 1 Work Product” shall have the meaning specified in Section 18.1 (Work Product).</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		<p>proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>“Work Product” is not applicable under this Agreement since this is a software-as-a-service engagement.</p>	
33. Class 2 Work Product	<p>“Class 2 Work Product” shall have the meaning specified in Section 18.1 (Work Product).</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>“Work Product” is not applicable under this Agreement since this is a software-as-a-service engagement.</p>	<p>“Class 2 Work Product” shall have the meaning specified in Section 18.1 (Work Product).</p>
34. Computer Room Air Conditioners or CRAC	<p>“Computer Room Air Conditioners” or “CRAC” or shall have the meaning specified in Section 3.2(b) (Physical Environment) to Exhibit M (Additional Hosting Services Terms and Conditions).</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your</p>	<p>“Computer Room Air Conditioners” or “CRAC” or shall have the meaning specified in Section 3.2(b) (Physical Environment) to Exhibit M (Additional Hosting Services Terms and Conditions).</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		<p>proposed revision in the adjacent column using “track changes.”</p> <hr/>	
35. Confidential Information	<p>“Confidential Information” shall have the meaning specified in Section 19.2 (Confidential Information Defined)</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>“Confidential Information” shall have the meaning specified in Section 19.2 (Confidential Information Defined)</p>
36. Confidentiality and Assignment Agreement	<p>“Confidentiality and Assignment Agreement” shall have the meaning specified in Section 2.1(i) (Contractor; Subcontracting). The current Confidentiality and Assignment Agreement is attached as Exhibit R (Confidentiality and Assignment Agreement)</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>“Confidentiality and Assignment Agreement” shall have the meaning specified in Section 2.1(i) (Contractor; Subcontracting). The current Confidentiality and Assignment Agreement is attached as Exhibit R (Confidentiality and Assignment Agreement)</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
37. Configuration Request	<p>"Configuration Request" shall have the meaning specified in Section 4.3 (Configuration Request Service Level) of Exhibit E (Service Levels and Performance Standards).</p>	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor has set forth Response and Resolution procedures in Section 9.7 of the Agreement Response Form.</p>	<p>"Configuration Request" shall have the meaning specified in Section 4.3 (Configuration Request Service Level) of Exhibit E (Service Levels and Performance Standards).</p>
38. Contractor	<p>"Contractor" shall have the meaning specified in the Preamble to the Agreement.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<p>"Contractor" shall have the meaning specified in the Preamble to the Agreement.</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
39. Contractor Key Employees	<p>“Contractor Key Employees” means the Contractor Project Director and any other individuals employed in the positions identified in Exhibit J (Contractor Key Employees), collectively.</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This provision is not applicable.</p>	<p>“Contractor Key Employees” means the Contractor Project Director and any other individuals employed in the positions identified in Exhibit J (Contractor Key Employees), collectively.</p>
40. Contractor Personnel	<p>“Contractor Personnel” shall mean all of Contractor’s employees, agents, and subcontractors who perform services related to the performance of Contractor’s obligations under this Agreement.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>“Contractor Personnel” shall mean all of Contractor’s employees, agents, and subcontractors who perform services related to the performance of Contractor’s obligations under this Agreement.</p>
41. Contractor Professional Services Fee Projection	<p>“Contractor Professional Services Fee Projection” shall have the meaning specified in Section 14.6.2(b) (Time and Materials).</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p>	<p>“Contractor Professional Services Fee Projection” shall have the meaning specified in Section 14.6.2(b) (Time and Materials).</p>

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		<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This provision is not applicable. Contractor shall provide professional services on a fixed fee basis.</p>	
42. Contractor Primary Data Center	<p>“Contractor Primary Data Center” shall mean the principal data center facility in which the Hosting Environment shall operate throughout the Term of the Agreement.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>“Contractor Primary Data Center” shall mean the principal data center facility in which the Hosting Environment shall operate throughout the Term of the Agreement.</p>
43. Contractor Secondary Data Center	<p>“Contractor Secondary Data Center” shall mean a fail-over recovery data center facility, in which the Hosting Environment shall operate and provide business continuity Services throughout the Term of the Agreement, in the</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/>	<p>“Contractor Secondary Data Center” shall mean a fail-over recovery data center facility, in which the Hosting Environment shall operate and provide business continuity Services throughout the Term of the Agreement, in the event of Contractor’s</p>

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	event of Contractor's inability to provide the Hosting Services from Contractor Primary Data Center.	<p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	inability to provide the Hosting Services from Contractor Primary Data Center.
44. Contractor Tools	"Contractor Tools" shall have the meaning specified in Section 18.1 (Work Product).	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>"Contractor Tools" is not applicable under this Agreement since this is a software-as-a-service engagement.</p>	"Contractor Tools" shall have the meaning specified in Section 18.1 (Work Product).
45. Contract Sum	"Contract Sum" shall mean the total monetary amount payable by County to Contractor hereunder, as specified in Section 14.1 (Maximum Contract Sum).	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your</p>	"Contract Sum" shall mean the total monetary amount payable by County to Contractor hereunder, as specified in Section 14.1 (Maximum Contract Sum).

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		<p>proposed revision in the adjacent column using “track changes.”</p> <hr/>	
46. Cookie	<p>“Hosting Services” shall have the meaning specified in Section 1.1 (Use of Cookies on the Service) of Exhibit M (Additional Hosting Services Terms and Conditions).</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>“Hosting Services” shall have the meaning specified in Section 1.1 (Use of Cookies on the Service) of Exhibit M (Additional Hosting Services Terms and Conditions).</p>
47. Corrective Action Plan	<p>“Corrective Action Plan” shall have the meaning specified in Section 6 (Corrective Action Plan) of Exhibit E (Service Levels and Performance Standards).</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Contractor has set forth Response and Resolution procedures in</p>	<p>“Corrective Action Plan” shall have the meaning specified in Section 6 (Corrective Action Plan) of Exhibit E (Service Levels and Performance Standards).</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		Section 9.7 of the Agreement Response Form.	
48. Critical Path Escalation Issues	<p>“Critical Path Escalation Issues” are defined as those issues directly and adversely impacting Contractor’s or County’s ability (as appropriate) to effectively meet such parties duties and obligations as specified in the applicable Statement of Work and which cannot be appropriately resolved or mitigated through adjustments to the Statement of Work without (a) affecting the date of completion of the Services, (b) materially impacting the costs of delivering the Services, or (c) increasing the total project costs.</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <p>-----</p> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Contractor has set forth Response and Resolution procedures in Section 9.7 of the Agreement Response Form.</p>	<p>“Critical Path Escalation Issues” are defined as those issues directly and adversely impacting Contractor’s or County’s ability (as appropriate) to effectively meet such parties duties and obligations as specified in the applicable Statement of Work and which cannot be appropriately resolved or mitigated through adjustments to the Statement of Work without (a) affecting the date of completion of the Services, (b) materially impacting the costs of delivering the Services, or (c) increasing the total project costs.</p>
49. Critical Path Item	<p>“Critical Path Item” shall have the meaning specified in Section 4.2(c) (Resolution Time Service Level) of Exhibit E (Service Levels and Performance Standards).</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <p>-----</p> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p>	<p>“Critical Path Item” shall have the meaning specified in Section 4.2(c) (Resolution Time Service Level) of Exhibit E (Service Levels and Performance Standards).</p>

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		Contractor has set forth Response and Resolution procedures in Section 9.7 of the Agreement Response Form.	
50. Cross-Over Issues	" Cross-Over Issues " shall have the meaning specified in Section 28.1 (Cross-Over Issues).	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>This definition is not applicable.</p>	"Cross-Over Issues" shall have the meaning specified in Section 28.1 (Cross-Over Issues).
51. Custom Report Requests	" Custom Report Requests " shall have the meaning specified in Section 4.4 (Custom Report Request Service Level) of Exhibit E (Service Levels and Performance Standards).	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor has set forth Response and Resolution procedures in</p>	"Custom Report Requests" shall have the meaning specified in Section 4.4 (Custom Report Request Service Level) of Exhibit E (Service Levels and Performance Standards).

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		Section 9.7 of the Agreement Response Form.	
52. Deliverables	<p>“Deliverable(s)”, whether singular or plural, shall mean items and/or services provided or to be provided by Contractor under this Agreement identified as a deliverable, by designation, number, or context, in a Statement of Work, Exhibit, Attachment, Schedule, or any document associated with the foregoing, including numbered Deliverable(s) in Exhibit A (Statement of Work).</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>“Deliverable” is not applicable since this Agreement since this is a software-as-a-service engagement.</p>	<p>“Deliverable(s)”, whether singular or plural, shall mean items and/or services provided or to be provided by Contractor under this Agreement identified as a deliverable, by designation, number, or context, in a Statement of Work, Exhibit, Attachment, Schedule, or any document associated with the foregoing, including numbered Deliverable(s) in Exhibit A (Statement of Work).</p>
53. Data Encryption Standard or DES	<p>“Data Encryption Standard” or “DES” shall have the meaning specified in Section 3.4(a) (Hosting Environment Security and WAN Connectivity) to Exhibit M (Additional Hosting Services Terms and Conditions).</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>“Data Encryption Standard” or “DES” shall have the meaning specified in Section 3.4(a) (Hosting Environment Security and WAN Connectivity) to Exhibit M (Additional Hosting Services Terms and Conditions).</p>

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54. Designated Test	<p>"Designated Test" shall have the meaning specified in Section 12.6 (Failed Testing).</p>	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>This term is not applicable. There is no acceptance process under the Agreement.</p>	<p>"Designated Test" shall have the meaning specified in Section 12.6 (Failed Testing).</p>
55. Destructive Mechanisms	<p>"Destructive Mechanisms" means computer code that: (a) is designed to disrupt, disable, harm, or otherwise impede in any manner, including aesthetic disruptions or distortions, the operation of the Licensed Software, Deliverables, Services, or any other software, firmware, hardware, computer system or network (sometimes referred to as "viruses" or "worms"); (b) would disable or impair the Licensed Software, Deliverables, Services, or any other software, firmware, hardware, computer systems or networks in any way where such disablement or impairment is caused by the passage of time, exceeding an authorized number of copies, advancement to a particular date or other numeral (sometimes referred to as "time bombs," "time locks" or "drop dead" devices); (c) would permit Contractor to access the Licensed Software,</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<p>"Destructive Mechanisms" means computer code that: (a) is designed to disrupt, disable, harm, or otherwise impede in any manner, including aesthetic disruptions or distortions, the operation of the Licensed Software, Deliverables, Services, or any other software, firmware, hardware, computer system or network (sometimes referred to as "viruses" or "worms"); (b) would disable or impair the Licensed Software, Deliverables, Services, or any other software, firmware, hardware, computer systems or networks in any way where such disablement or impairment is caused by the passage of time, exceeding an authorized number of copies, advancement to a particular date or other numeral (sometimes referred to as "time</p>

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	Deliverables, Services, or any other software, firmware, hardware, computer systems or networks to cause such disablement or impairment (sometimes referred to as “traps,” “access codes” or “trap door” devices); or (d) which contains any other similar harmful, malicious or hidden procedures, routines or mechanisms which would cause such Licensed Software, Deliverables, Services, or other programs to cease functioning or to damage or corrupt data, storage media, programs, equipment or communications or otherwise interfere with operations.		bombs,” “time locks” or “drop dead” devices); (c) would permit Contractor to access the Licensed Software, Deliverables, Services, or any other software, firmware, hardware, computer systems or networks to cause such disablement or impairment (sometimes referred to as “traps,” “access codes” or “trap door” devices); or (d) which contains any other similar harmful, malicious or hidden procedures, routines or mechanisms which would cause such Licensed Software, Deliverables, Services, or other programs to cease functioning or to damage or corrupt data, storage media, programs, equipment or communications or otherwise interfere with operations.
56. Disaster Recovery/Business Continuity Plan or DR/BC Plan	“Disaster Recovery/Business Continuity Plan” or “DR/BC Plan” shall have the meaning specified in Section 22 (Disaster Recovery/Business Continuity).	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	“Disaster Recovery/Business Continuity Plan” or “DR/BC Plan” shall have the meaning specified in Section 22 (Disaster Recovery/Business Continuity).
57. Disclosing Party	“Disclosing Party” shall have the meaning specified in Section 19.2 (Confidential Information Defined).	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your</p>	“Disclosing Party” shall have the meaning specified in Section 19.2 (Confidential Information Defined).

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		<p>proposed revision in the adjacent column using “track changes.”</p> <hr/>	
58. Displaced/Renamed Product	<p>“Displaced/Renamed Product” shall have the meaning specified in Section 3.2 (Revisions).</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>“Displaced/Renamed Product” shall have the meaning specified in Section 3.2 (Revisions).</p>
59. Dispute Resolution Procedure	<p>“Dispute Resolution Procedure” shall have the meaning specified in Section 26 (Dispute Resolution Procedure).</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>“Dispute Resolution Procedure” shall have the meaning specified in Section 26 (Dispute Resolution Procedure).</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
60. Documentation	<p>"Documentation" shall have the meaning specified in Section 3.3 (Documentation).</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<p>"Documentation" shall have the meaning specified in Section 3.3 (Documentation).</p>
61. Downtime	<p>"Downtime" shall have the meaning specified in Section 4.5 (Availability Service Level) of Exhibit E (Service Levels and Performance Standards).</p>	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor has set forth Response and Resolution procedures in Section 9.7 of the Agreement Response Form.</p>	<p>"Downtime" shall have the meaning specified in Section 4.5 (Availability Service Level) of Exhibit E (Service Levels and Performance Standards).</p>

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62. Due Date	<p>"Due Date" shall have the meaning specified in Section 14.3.2 (Credits to County).</p>	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>The provision in which this definition appears has been deleted.</p>	<p>"Due Date" shall have the meaning specified in Section 14.3.2 (Credits to County).</p>
63. Effective Date	<p>"Effective Date" shall have the meaning specified in the Preamble to the Agreement.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<p>"Effective Date" shall have the meaning specified in the Preamble to the Agreement.</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
64. CADS System	<p>“CADS System” means the Licensed Software, Modules, Hardware, Third-Party Products and Services provided by Contractor, such Services including, but not limited to, the Implementation Services, Hosting Services, Support Services, training, and other professional services.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>“CADS System” means the Licensed Software, Modules, Hardware, Third-Party Products and Services provided by Contractor, such Services including, but not limited to, the Implementation Services, Hosting Services, Support Services, training, and other professional services.</p>
65. Employment Claim(s)	<p>“Employment Claim(s)” shall have the meaning specified in Section 16.2 (Employment Related Claims).</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>“Employment Claim(s)” shall have the meaning specified in Section 16.2 (Employment Related Claims).</p>
66. Enhancement	<p>“Enhancement” means any modification to any Licensed Software designed to improve its operation, usefulness, or completeness that is made Generally Available by Contractor (excluding Error Corrections) to clients.</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific</p>	<p>“Enhancement” means any modification to any Licensed Software designed to improve its operation, usefulness, or completeness that is made Generally Available by Contractor (excluding Error Corrections) to clients.</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		<p>concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This definition is not applicable.</p>	
67. Enterprise-wide User Security Profiles Document	<p>“User Security Profiles Document” shall have the meaning specified in task 2.5 (Identify and Document All User Roles and Access Modalities) of Section 5.4 (Detailed SOW Tasks) of Exhibit A.1 (Cost Accounting and Decision Support System Statement of Work) of the Agreement.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p>	<p>“User Security Profiles Document” shall have the meaning specified in task 2.5 (Identify and Document All User Roles and Access Modalities) of Section 5.4 (Detailed SOW Tasks) of Exhibit A.1 (Cost Accounting and Decision Support System Statement of Work) of the Agreement.</p>
68. ERISA	<p>“ERISA” shall have the meaning specified in Section 16.3 (No Eligibility for Benefits).</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p>	<p>“ERISA” shall have the meaning specified in Section 16.3 (No Eligibility for Benefits).</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
69. Error	<p>"Error" means (i) with respect to Licensed Software, Services, or Deliverables, a failure of the Licensed Software, Services, or Deliverables to conform to its Specifications, or (ii) with respect to the Licensed Software, a failure that impairs the performance of the Licensed Software when operated in accordance with the Agreement.</p>	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>This definition is not applicable. There is no acceptance process under the Agreement.</p>	<p>"Error" means (i) with respect to Licensed Software, Services, or Deliverables, a failure of the Licensed Software, Services, or Deliverables to conform to its Specifications, or (ii) with respect to the Licensed Software, a failure that impairs the performance of the Licensed Software when operated in accordance with the Agreement.</p>
70. Error Correction	<p>"Error Correction" means (i) with respect to Licensed Software, either a modification to the Licensed Software that corrects an Error in all material respects, or a procedure or routine that, when implemented in the regular operation of that Licensed Software, eliminates the adverse effect of the Error in all material respects, and (ii) with respect to Services or Deliverables, modification, workaround, or performance that corrects an Error in all material respects or eliminates the adverse effects of the Error in all material respects.</p>	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>This definition is not applicable. There is no acceptance process under the Agreement.</p>	<p>"Error Correction" means (i) with respect to Licensed Software, either a modification to the Licensed Software that corrects an Error in all material respects, or a procedure or routine that, when implemented in the regular operation of that Licensed Software, eliminates the adverse effect of the Error in all material respects, and (ii) with respect to Services or Deliverables, modification, workaround, or performance that corrects an Error in all material respects or eliminates the adverse effects of the Error in all material respects.</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
71. Escrow	<p>"Escrow" shall have the meaning specified in Section 4.1 (Escrow Agent and Release Conditions).</p>	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor has inserted its standard escrow provision.</p>	<p>"Escrow" shall have the meaning specified in Section 4.1 (Escrow Agent and Release Conditions).</p>
72. Escrow Agent	<p>"Escrow Agent" shall have the meaning specified in Section 4.1 (Escrow Agent and Release Conditions).</p>	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor has inserted its standard escrow provision.</p>	<p>"Escrow Agent" shall have the meaning specified in Section 4.1 (Escrow Agent and Release Conditions).</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
73. Escrow Agreement	<p>"Escrow Agreement" shall have the meaning specified in Section 4.1 (Escrow Agent and Release Conditions).</p>	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor has inserted its standard escrow provision.</p>	<p>"Escrow Agreement" shall have the meaning specified in Section 4.1 (Escrow Agent and Release Conditions).</p>
74. Event Summary Report	<p>"Event Summary Report" shall have the meaning specified in task 1.3 (Conduct Project Initiation) of Section 5.4 (Detailed SOW Tasks) of Exhibit A.1 (Cost Account and Decision Support System SOW) of the Agreement.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<p>"Event Summary Report" shall have the meaning specified in task 1.3 (Conduct Project Initiation) of Section 5.4 (Detailed SOW Tasks) of Exhibit A.1 (Cost Account and Decision Support System SOW) of the Agreement.</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
75. Exhibit	"Exhibit" shall have the meaning specified in the Preamble to the Agreement.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	"Exhibit" shall have the meaning specified in the Preamble to the Agreement.
76. Existing System	"Existing System" shall have the meaning specified in Section 17.1.9 (System Configuration Warranty).	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	"Existing System" shall have the meaning specified in Section 17.1.9 (System Configuration Warranty).
77. Final Acceptance	"Final Acceptance" shall have the meaning specified in Section 12.5.3 (Final Acceptance).	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific</p>	"Final Acceptance" shall have the meaning specified in Section 12.5.3 (Final Acceptance).

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		<p>concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This definition is not applicable. There is no acceptance process under the Agreement.</p>	
78. Finally Determined	<p>“Finally Determined” means when a claim or dispute has been finally determined by a court of competent jurisdiction, arbitration, mediation, or other agreed-upon governing party and either (1) no associated appeal has timely been sought if capable of being sought, or (2) appellate rights properly exercised have otherwise been exhausted.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>“Finally Determined” means when a claim or dispute has been finally determined by a court of competent jurisdiction, arbitration, mediation, or other agreed-upon governing party and either (1) no associated appeal has timely been sought if capable of being sought, or (2) appellate rights properly exercised have otherwise been exhausted.</p>
79. FOB	<p>“FOB” shall have the meaning specified in Section 8 (Hardware).</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>“FOB” shall have the meaning specified in Section 8 (Hardware).</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		This definition is not applicable. Contractor's software will be delivered electronically, not via FOB.	
80. Force Majeure Events	"Force Majeure Events" shall have the meaning specified in Section 29.1(a) (Force Majeure).	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	"Force Majeure Events" shall have the meaning specified in Section 29.1(a) (Force Majeure).
81. Generally Available	"Generally Available" shall mean available as a non-development product and licensed, distributed, or available for purchase in the general commercial market place.	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>This definition is not applicable since the provision was deleted.</p>	"Generally Available" shall mean available as a non-development product and licensed, distributed, or available for purchase in the general commercial market place.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
82. Go-Live	"Go-Live" shall have the meaning specified in Section 12.3 (Production Use).	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>The provisions where this definition appeared have been deleted.</p>	"Go-Live" shall have the meaning specified in Section 12.3 (Production Use).
83. Go-Live Event Staffing and Support Model	"Go-Live Event Staffing and Support Model" shall have the meaning specified in task 6.1 (Develop and Validate Deployment Plan) of Section 5.4 (Detailed SOW Tasks) of Exhibit A.1 (Cost Accounting and Decision Support System SOW) of the Agreement.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	"Go-Live Event Staffing and Support Model" shall have the meaning specified in task 6.1 (Develop and Validate Deployment Plan) of Section 5.4 (Detailed SOW Tasks) of Exhibit A.1 (Cost Accounting and Decision Support System SOW) of the Agreement.
84. Hardware	"Hardware" shall have the meaning specified in Section 8 (Hardware).	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/>	"Hardware" shall have the meaning specified in Section 8 (Hardware).

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>“Hardware” is not applicable under this Agreement.</p>	
85. High Availability	<p>“High Availability” shall have the meaning specified in Section 9.5 (Recovery Time Requirement) of Exhibit M (Additional Hosting Services Terms and Conditions).</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>“High Availability” shall have the meaning specified in Section 9.5 (Recovery Time Requirement) of Exhibit M (Additional Hosting Services Terms and Conditions).</p>
86. HIPAA	<p>“HIPAA” shall have the meaning specified in Section 19.10 (Compliance With Federal and State Confidentiality Requirements).</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>“HIPAA” shall have the meaning specified in Section 19.10 (Compliance With Federal and State Confidentiality Requirements).</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
87. Holdback Amount	<p>"Holdback Amount" shall have the meaning specified in Section 15.6 (Holdbacks).</p>	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>This definition is not applicable. Contractor requires full payment of all implementation fees up front. Also, there will be no milestones or approval by the County for Contractor's software.</p>	<p>"Holdback Amount" shall have the meaning specified in Section 15.6 (Holdbacks).</p>
88. Hosting Environment	<p>"Hosting Environment" shall mean Contractor Primary Data Center, the Contractor Secondary Data Center and all facilities, personnel, Hosting Hardware and Hosting Software and all requirements specified in Section 3 (Hosting Environment) of Exhibit M (Additional Hosting Services Terms and Conditions).</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<p>"Hosting Environment" shall mean Contractor Primary Data Center, the Contractor Secondary Data Center and all facilities, personnel, Hosting Hardware and Hosting Software and all requirements specified in Section 3 (Hosting Environment) of Exhibit M (Additional Hosting Services Terms and Conditions).</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
89. Hosting Error Correction	<p>“Hosting Error Correction” means (i) with respect to Hosting Environment, either a modification, workaround, or other change to the Hosting Software or Hosting Hardware that corrects an Error in all material respects, or a procedure or routine that, when implemented in the regular operation of the Hosting Environment, eliminates the adverse effect of the Error in all material respects, and (ii) with respect to Hosting Services or Deliverables, a modification, workaround, or other change that corrects an Error in all material respects or eliminates the adverse effects of the Error in all material respects.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>“Hosting Error Correction” means (i) with respect to Hosting Environment, either a modification, workaround, or other change to the Hosting Software or Hosting Hardware that corrects an Error in all material respects, or a procedure or routine that, when implemented in the regular operation of the Hosting Environment, eliminates the adverse effect of the Error in all material respects, and (ii) with respect to Hosting Services or Deliverables, a modification, workaround, or other change that corrects an Error in all material respects or eliminates the adverse effects of the Error in all material respects.</p>
90. Hosting Hardware	<p>“Hosting Hardware” shall mean hardware and equipment of any nature (e.g., Servers, networking equipment, switches, routers, power infrastructure), utilized in the Hosting Environment to provide the Hosting Services.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>“Hosting Hardware” shall mean hardware and equipment of any nature (e.g., Servers, networking equipment, switches, routers, power infrastructure), utilized in the Hosting Environment to provide the Hosting Services.</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
91. Hosting Provider	<p>"Hosting Provider" shall have the meaning specified in Section 1.2 (Hosting Provider) of Exhibit E (Service Levels and Performance Standards).</p>	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor has set forth Response and Resolution procedures in Section 9.7 of the Agreement Response Form.</p>	<p>"Hosting Provider" shall have the meaning specified in Section 1.2 (Hosting Provider) of Exhibit E (Service Levels and Performance Standards).</p>
92. Hosting Revisions	<p>"Hosting Revisions" shall mean as to the Hosting Software (i) new features, new functionality, and performance improvements, (ii) bug fixes, patches, updates, and any other revisions or enhancements of any kind that correct an Error or address common functional and performance issues, including Hosting Error Correction; (iii) updates, revisions, or enhancements; (iv) any modification to the Hosting Software designed to improve its operation, usefulness, or completeness that is made Generally Available by Contractor (excluding Error Corrections) to its clients; and (v) modifications, workarounds, or other changes required in order for the Hosting Software to remain compliant with applicable federal, State and local laws and regulations.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<p>"Hosting Revisions" shall mean as to the Hosting Software (i) new features, new functionality, and performance improvements, (ii) bug fixes, patches, updates, and any other revisions or enhancements of any kind that correct an Error or address common functional and performance issues, including Hosting Error Correction; (iii) updates, revisions, or enhancements; (iv) any modification to the Hosting Software designed to improve its operation, usefulness, or completeness that is made Generally Available by Contractor (excluding Error Corrections) to its clients; and (v) modifications, workarounds, or other changes required in order for the Hosting Software to remain compliant with applicable federal, State and local laws and regulations.</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
93. Hosting Services	<p>“Hosting Services” shall have the meaning specified in Section 1.1 (In General) of Exhibit M (Additional Hosting Services Terms and Conditions).</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>“Hosting Services” shall have the meaning specified in Section 1.1 (In General) of Exhibit M (Additional Hosting Services Terms and Conditions).</p>
94. Hosting Software	<p>“Hosting Software” shall mean software of any nature (e.g. operating systems, presentation layer software, applications, utilities, tools, firmware and security) utilized in the Hosting Environment to provide the Hosting Services.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>“Hosting Software” shall mean software of any nature (e.g. operating systems, presentation layer software, applications, utilities, tools, firmware and security) utilized in the Hosting Environment to provide the Hosting Services.</p>
95. HVAC or heating, ventilation and air conditioning	<p>“HVAC” or “heating, ventilation and air conditioning” shall have the meaning specified in Section 3.2(b) (Physical Environment) to Exhibit M (Additional Hosting Services Terms and Conditions).</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific</p>	<p>“HVAC” or “heating, ventilation and air conditioning” shall have the meaning specified in Section 3.2(b) (Physical Environment) to Exhibit M (Additional Hosting Services Terms and Conditions).</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		<p>concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	
96. Implementation Fees	<p>“Implementation Fees” shall have the meaning specified in Section 14.3.1 (Implementation Fees).</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Contractor has revised the Implementation Services provision in the Agreement.</p>	<p>“Implementation Fees” shall have the meaning specified in Section 14.3.1 (Implementation Fees).</p>
97. Implementation Services	<p>“Implementation Services” shall mean the Services as set forth in Section 9.4 (Implementation Services) and as further specified in Exhibit A.1 (Cost Accounting and Decision Support System Statement of Work).</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p>	<p>“Implementation Services” shall mean the Services as set forth in Section 9.4 (Implementation Services) and as further specified in Exhibit A.1 (Cost Accounting and Decision Support System Statement of Work).</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
98. Incident/Problem Management Report	<p>"Incident/Problem Management Report" shall have the meaning specified in task 2.1 (Provide Cost Accounting and Decision Support System Production Support) of Section 5.4 (Detailed SOW Tasks) of Exhibit A.2 (Support Services and Maintenance SOW) of the Agreement.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <p>-----</p> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <p>_____</p>	<p>"Incident/Problem Management Report" shall have the meaning specified in task 2.1 (Provide Cost Accounting and Decision Support System Production Support) of Section 5.4 (Detailed SOW Tasks) of Exhibit A.2 (Support Services and Maintenance SOW) of the Agreement.</p>
99. Indemnified Items	<p>"Indemnified Items" shall have the meaning specified in Section 23.2(a) (Intellectual Property Infringement).</p>	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <p>-----</p> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <p>_____</p> <p>Contractor revised the indemnification provision and struck this definition.</p>	<p>"Indemnified Items" shall have the meaning specified in Section 23.2(a) (Intellectual Property Infringement).</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
100. Information Security Policy	<p>"Information Security Policy" shall have the meaning specified in Section 1 (Security Policy) of Exhibit K (Information Security Requirements).</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<p>"Information Security Policy" shall have the meaning specified in Section 1 (Security Policy) of Exhibit K (Information Security Requirements).</p>
101. Infringement Claim(s)	<p>"Infringement Claim(s)" shall have the meaning specified in Section 23.2(a) (Intellectual Property Indemnification).</p>	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor had to revise parts of this definition in the Agreement.</p>	<p>"Infringement Claim(s)" shall have the meaning specified in Section 23.2(a) (Intellectual Property Indemnification).</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
102. In-House Solution	"In-House Solution" shall have the meaning specified in Section 4 (In-House Solution) of Exhibit M (Additional Hosting Services Terms and Conditions) to the Agreement.	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Not Applicable. Contractor does not offer an in-house solution.</p>	"In-House Solution" shall have the meaning specified in Section 4 (In-House Solution) of Exhibit M (Additional Hosting Services Terms and Conditions) to the Agreement.
103. Initial Support Term	"Initial Support Term" shall have the meaning specified in Section 1.2 (Initial and Renewal Support Terms for Support Services).	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor has revised this definition.</p>	"Initial Support Term" shall have the meaning specified in Section 1.2 (Initial and Renewal Support Terms for Support Services).
104. Integral Third-Party Software	"Integral Third-Party Software" shall mean all software licensed, leased, or otherwise obtained by Contractor from a third-party which is: (i) embedded in, (ii) incorporated	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p>	"Integral Third-Party Software" shall mean all software licensed, leased, or otherwise obtained by Contractor from a third-party which is: (i)

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	into (excluding Interfacing to), or (iii) essential to the proper operation of, the Contractor-developed Licensed Software.	<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	embedded in, (ii) incorporated into (excluding Interfacing to), or (iii) essential to the proper operation of, the Contractor-developed Licensed Software.
105. Interface(s)	<p>“Interface(s)” when used as a noun, shall mean either a computer program developed by, or licensed to, County or Contractor to (a) translate or convert data from 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 Contractor or a third-party to a format supported at County or vice versa.</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This definition was deleted since it’s not applicable.</p>	<p>“Interface(s)” when used as a noun, shall mean either a computer program developed by, or licensed to, County or Contractor to (a) translate or convert data from 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 Contractor or a third-party to a format supported at County or vice versa.</p>
105. Interface(s) Paragraph 2	<p>“Interface” when used as a verb, shall mean to operate as described above.</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your</p>	<p>“Interface” when used as a verb, shall mean to operate as described above.</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		<p>proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This definition was deleted since it's not applicable.</p>	
106. Interface Specifications Document	<p>“Interface Specifications Document” shall have the meaning specified in task 2.2 (Identify All Required Data Sources and Document Interface Requirements) of Section 5.4 (Detailed SOW Tasks) of Exhibit A.1 (Cost Accounting and Decision Support System SOW) of the Agreement.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>“Interface Specifications Document” shall have the meaning specified in task 2.2 (Identify All Required Data Sources and Document Interface Requirements) of Section 5.4 (Detailed SOW Tasks) of Exhibit A.1 (Cost Accounting and Decision Support System SOW) of the Agreement.</p>
107. Interface Testing	<p>“Interface Testing” shall have the meaning specified in task 2.2 (Develop Interface Test Plan) of Section 5.3 (Interfaces) of Exhibit A.1 (Cost Accounting and Decision Support System Statement of Work) of the Agreement.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>“Interface Testing” shall have the meaning specified in task 2.2 (Develop Interface Test Plan) of Section 5.3 (Interfaces) of Exhibit A.1 (Cost Accounting and Decision Support System Statement of Work) of the Agreement.</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
108. Interface Test Plan	<p>"Interface Test Plan" shall have the meaning specified in task 4.5 (Plan and Conduct Interface Test Plan) of Section 5.3 (Interfaces) of Exhibit A.1 (Cost Accounting and Decision Support System Statement of Work) of the Agreement.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <p>-----</p> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <p>_____</p>	<p>"Interface Test Plan" shall have the meaning specified in task 4.5 (Plan and Conduct Interface Test Plan) of Section 5.3 (Interfaces) of Exhibit A.1 (Cost Accounting and Decision Support System Statement of Work) of the Agreement.</p>
109. Interfering Acts	<p>"Interfering Acts" shall have the meaning specified in Section 9.14 (Interfering Acts).</p>	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <p>-----</p> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <p>_____</p> <p>This definition was deleted since it's not applicable.</p>	<p>"Interfering Acts" shall have the meaning specified in Section 9.14 (Interfering Acts).</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
110. Internet Protocol Security or IPsec	<p>“Internet Protocol Security” or “IPsec” shall have the meaning specified in Section 3.4(a) (Hosting Environment Security and WAN Connectivity) to Exhibit M (Additional Hosting Services Terms and Conditions).</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>“Internet Protocol Security” or “IPsec” shall have the meaning specified in Section 3.4(a) (Hosting Environment Security and WAN Connectivity) to Exhibit M (Additional Hosting Services Terms and Conditions).</p>
111. Interoperable	<p>“Interoperable” shall have the meaning ascribed to the term “interoperable” under 42 C.F.R. §411.351 as follows (and the variations of Interoperable used herein shall have their meanings determined from the following):</p> <p>“Interoperable means able to communicate and exchange data accurately, effectively, securely, and consistently with different information technology systems, software applications, and networks, in various settings; and exchange data such that the clinical or operational purpose and meaning of the data are preserved and unaltered.”</p> <p>However, if and to the extent that a different definition of Interoperable is adopted by the Department of Health and Human Services for use in describing information exchange functionality in connection with defining meaningful use of certified CADS System technology within the meaning of the HITECH Act, then that different definition shall apply for purposes of this Agreement.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>“Interoperable” shall have the meaning ascribed to the term “interoperable” under 42 C.F.R. §411.351 as follows (and the variations of Interoperable used herein shall have their meanings determined from the following): “Interoperable means able to communicate and exchange data accurately, effectively, securely, and consistently with different information technology systems, software applications, and networks, in various settings; and exchange data such that the clinical or operational purpose and meaning of the data are preserved and unaltered.” However, if and to the extent that a different definition of Interoperable is adopted by the Department of Health and Human Services for use in describing information exchange functionality in connection with defining meaningful use of certified CADS System technology within the meaning of the HITECH Act, then that different definition shall apply for purposes of this Agreement.</p>

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112. Interoperate	"Interoperate" shall mean to operate as described in the definition of "Interoperable."	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	"Interoperate" shall mean to operate as described in the definition of "Interoperable."
113. Key Deliverable	"Key Deliverable" shall have the meaning specified in Section 14.3.2 (Credits to County).	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>The definition has been deleted in the Agreement as it's not applicable.</p>	"Key Deliverable" shall have the meaning specified in Section 14.3.2 (Credits to County).
114. Key Milestone(s)	"Key Milestone(s)", whether singular or plural, shall mean Milestones under the Agreement identified as "Key" in a	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p>	"Key Milestone(s)", whether singular or plural, shall mean Milestones under the Agreement identified as "Key" in a Statement of Work, Exhibit,

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	Statement of Work, Exhibit, Attachment, Schedule, or any document associated with the foregoing.	<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>The definition has been deleted in the Agreement as it’s not applicable.</p>	Attachment, Schedule, or any document associated with the foregoing.
115. Key Milestone Allocation	“Key Milestone Allocation” shall have the meaning specified in Section 15.6(a) (Holdbacks).	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>The definition has been deleted in the Agreement as it’s not applicable.</p>	“Key Milestone Allocation” shall have the meaning specified in Section 15.6(a) (Holdbacks).

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
116. Key Milestone Scheduled Duration	"Key Milestone Scheduled Duration" shall have the meaning specified in Section 15.6(a) (Holdbacks).	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>The definition has been deleted in the Agreement as it's not applicable.</p>	"Key Milestone Scheduled Duration" shall have the meaning specified in Section 15.6(a) (Holdbacks).
117. Legal Requirements	"Legal Requirements" shall have the meaning specified in Section 17.1.11 (Legal and Accreditation/Certification Requirements).	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	"Legal Requirements" shall have the meaning specified in Section 17.1.11 (Legal and Accreditation/Certification Requirements).
118. License	"License" shall have the meaning specified in Section 3 (Licensed Software).	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/>	"License" shall have the meaning specified in Section 3 (Licensed Software).

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Contractor revised the definition of this term in the Agreement.</p>	
119. Licensed Software	<p>“Licensed Software” shall mean individually each, and collectively all, of the computer programs and Modules provided by Contractor under this Agreement (including Integral Third-Party Software), including as to each such program or Module, the processes and routines used in the processing of data, the object code, Interfaces to be provided hereunder by Contractor, Documentation, and Revisions, and any and all programs and Modules 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.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>“Licensed Software” shall mean individually each, and collectively all, of the computer programs and Modules provided by Contractor under this Agreement (including Integral Third-Party Software), including as to each such program or Module, the processes and routines used in the processing of data, the object code, Interfaces to be provided hereunder by Contractor, Documentation, and Revisions, and any and all programs and Modules 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.</p>
120. Licensed Software Requirements	<p>“Licensed Software Requirements” shall mean the Licensed Software Specifications, requirements and standards set forth in Exhibit A. ** (Licensed Software Requirements).</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>“Licensed Software Requirements” shall mean the Licensed Software Specifications, requirements and standards set forth in Exhibit A. ** (Licensed Software Requirements).</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		Contractor deleted this term in the Agreement and inserted its own language related to its software.	
121. Licensed Software Response Time	"Licensed Software Response Time" shall have the meaning specified in Section 4.6 (Licensed Software Response Times) of Exhibit E (Service Levels and Performance Standards).	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <p>-----</p> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <p>-----</p> <p>Contractor has set forth Response and Resolution procedures in Section 9.7 of the Agreement Response Form.</p>	"Licensed Software Response Time" shall have the meaning specified in Section 4.6 (Licensed Software Response Times) of Exhibit E (Service Levels and Performance Standards).
122. License Term	"License Term" shall have the meaning specified in Section 1.3 (Term of Statements of Work; License Term).	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <p>-----</p> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p>	"License Term" shall have the meaning specified in Section 1.3 (Term of Statements of Work; License Term).

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
123. Maximum Fixed Price	<p>“Maximum Fixed Price” shall mean the maximum amount to be paid by County to Contractor for any Optional Work approved by County to be provided by Contractor in accordance with Section 9.8 (Optional Work).</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This definition has been deleted in the Agreement since Optional Work is not applicable under the Agreement.</p>	<p>“Maximum Fixed Price” shall mean the maximum amount to be paid by County to Contractor for any Optional Work approved by County to be provided by Contractor in accordance with Section 9.8 (Optional Work).</p>
124. Mechanical, Electronic, and Plumbing or MEP	<p>“Mechanical, Electronic, and Plumbing” or “MEP” shall have the meaning specified in Section 3.2 (Physical Environment) to Exhibit M (Additional Hosting Services Terms and Conditions).</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>“Mechanical, Electronic, and Plumbing” or “MEP” shall have the meaning specified in Section 3.2 (Physical Environment) to Exhibit M (Additional Hosting Services Terms and Conditions).</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
125. Milestone(s)	<p>“Milestone(s)”, whether singular or plural, shall mean the date identified for completion of a specific subset of the Services as specified in a Statement of Work, Exhibit, Attachment, Schedule, or any document associated with the foregoing.</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This definition is not applicable to the Agreement. Contractor has provided alternative language in place of County’s language which includes Milestone(s).</p>	<p>“Milestone(s)”, whether singular or plural, shall mean the date identified for completion of a specific subset of the Services as specified in a Statement of Work, Exhibit, Attachment, Schedule, or any document associated with the foregoing.</p>
126. Milestone Payments	<p>“Milestone Payments” shall have the meaning specified in Section 2.1 (Milestone Payments) of Exhibit C (Fees; Professional Services Rates) to the Agreement.</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Contractor’s fees are to be paid on an annual basis at the beginning of each contract year of the Term.</p>	<p>“Milestone Payments” shall have the meaning specified in Section 2.1 (Milestone Payments) of Exhibit C (Fees; Professional Services Rates) to the Agreement.</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
127. Milestone Payments Items That Transition	<p>"Milestone Payments Items That Transition" shall have the meaning specified in Section 2.1 (Milestone Payments) of Exhibit C (Fees; Professional Services Rates) to the Agreement.</p>	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor's fees are to be paid on an annual basis at the beginning of each contract year of the Term.</p>	<p>"Milestone Payments Items That Transition" shall have the meaning specified in Section 2.1 (Milestone Payments) of Exhibit C (Fees; Professional Services Rates) to the Agreement.</p>
128. Module	<p>"Module" shall mean a self-contained unit of the Licensed Software that has its own discrete function and may be separately compiled.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<p>"Module" shall mean a self-contained unit of the Licensed Software that has its own discrete function and may be separately compiled.</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
129. Monthly Key Milestone Payment	"Monthly Key Milestone Payment" shall have the meaning specified in Section 15.6(a) (Holdbacks).	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor's fees are to be paid on an annual basis at the beginning of each contract year of the Term.</p>	"Monthly Key Milestone Payment" shall have the meaning specified in Section 15.6(a) (Holdbacks).
130. Moral Rights	"Moral Rights" mean any right to claim authorship of a work, any right to object to any distortion or other modification of a work, and any similar right, existing under the law of any country in the world, or under any treaty.	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>The definition is not applicable.</p>	"Moral Rights" mean any right to claim authorship of a work, any right to object to any distortion or other modification of a work, and any similar right, existing under the law of any country in the world, or under any treaty.
131. Natural Degeneration	"Natural Degeneration" shall have the meaning specified in Section 4.2 (Natural Degeneration).	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/>	"Natural Degeneration" shall have the meaning specified in Section 4.2 (Natural Degeneration).

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		<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This definition is not applicable. Contractor has inserted its standard escrow provision.</p>	
132. Network Address Translation or NAT	<p>“Network Address Translation” or “NAT” shall have the meaning specified in Section 3.4(b) (Hosting Environment Security) to Exhibit M (Additional Hosting Services Terms and Conditions).</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>“Network Address Translation” or “NAT” shall have the meaning specified in Section 3.4(b) (Hosting Environment Security) to Exhibit M (Additional Hosting Services Terms and Conditions).</p>
133. New Software	<p>“New Software” means any function or module that is (i) not included in the Licensed Software marketed by Contractor as of the Effective Date, (ii) not related to the primary function for which the Licensed Software is used by County, and (iii) not otherwise to be provided to County under this Agreement as a Revision to the Licensed Software, which Contractor may provide following Go-Live upon County’s request therefor in the form of Optional Work in accordance with Section 9.8 (Optional Work).</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>“New Software” means any function or module that is (i) not included in the Licensed Software marketed by Contractor as of the Effective Date, (ii) not related to the primary function for which the Licensed Software is used by County, and (iii) not otherwise to be provided to County under this Agreement as a Revision to the Licensed Software, which Contractor may provide following Go-Live upon County’s request therefor in the form of</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		This definition is not applicable.	Optional Work in accordance with Section 9.8 (Optional Work).
134. Omissions	<p>“Omissions” shall have the meaning specified in task 4.6 (Resolve Test Issues and Defects) of Section 5.4 (Detailed SOW Tasks) of Exhibit A.1 (Cost Accounting and Decision Support System Statement of Work) of the Agreement.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p>	<p>“Omissions” shall have the meaning specified in task 4.6 (Resolve Test Issues and Defects) of Section 5.4 (Detailed SOW Tasks) of Exhibit A.1 (Cost Accounting and Decision Support System Statement of Work) of the Agreement.</p>
135. Open Source Software	<p>“Open Source Software” shall mean any software, programming, or other intellectual property that is subject to (a) the GNU General Public License, GNU Library General Public License, Artistic License, BSD license, Mozilla Public License, or any similar license, including, but not limited to, those licenses listed at www.opensource.org/licenses, or (b) any agreement with terms requiring any intellectual property owned or licensed by County to be (i) disclosed or distributed in source code or object code form; (ii) licensed for the purpose of making derivative works; or (iii) redistributable. Depending on how Contractor uses or delivers Open Source Software, it may be considered Integral Third Party Software or Third Party Products. Contractor agrees to utilize Open Source Software in</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Not applicable.</p>	<p>“Open Source Software” shall mean any software, programming, or other intellectual property that is subject to (a) the GNU General Public License, GNU Library General Public License, Artistic License, BSD license, Mozilla Public License, or any similar license, including, but not limited to, those licenses listed at www.opensource.org/licenses, or (b) any agreement with terms requiring any intellectual property owned or licensed by County to be (i) disclosed or distributed in source code or object code form; (ii) licensed for the purpose of making derivative works; or (iii) redistributable. Depending on how Contractor uses or delivers Open Source Software, it may be considered Integral Third Party Software or Third Party</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	accordance with its established open source policies and procedures.		Products. Contractor agrees to utilize Open Source Software in accordance with its established open source policies and procedures.
136. Optional Work	“Optional Work” shall mean New Software and/or Professional Services, which may be provided by Contractor to County upon County’s request and approval in accordance with Section 9.8 (Optional Work) and identified appropriately in Exhibit C.1 (Optional Work).	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This definition is not applicable.</p>	“Optional Work” shall mean New Software and/or Professional Services, which may be provided by Contractor to County upon County’s request and approval in accordance with Section 9.8 (Optional Work) and identified appropriately in Exhibit C.1 (Optional Work).
137. Outage	“Outage” shall have the meaning specified in Section 4.5 (Availability Service Level) of Exhibit E (Service Levels and Performance Standards).	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Contractor has set forth Response and Resolution procedures in Section 9.7 of the Agreement Response Form.</p>	“Outage” shall have the meaning specified in Section 4.5 (Availability Service Level) of Exhibit E (Service Levels and Performance Standards).

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
138. Parties	"Parties" shall have the meaning specified in the Preamble to the Agreement.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	"Parties" shall have the meaning specified in the Preamble to the Agreement.
139. Party	"Party" shall have the meaning specified in the Preamble to the Agreement.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	"Party" shall have the meaning specified in the Preamble to the Agreement.
140. PCI	"PCI" shall have the meaning specified in Section 20.1 (Security; In General).	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific</p>	"PCI" shall have the meaning specified in Section 20.1 (Security; In General).

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		<p>concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>The PCI language has been deleted. Contractor is not PCI compliance since we do not store or process credit card information.</p>	
141. Performance Requirements	<p>“Performance Requirements” shall mean the performance requirements for the Licensed Software provided in writing, as updated from time to time, including those requirements specified in Exhibit E (Service Levels and Performance Standards).</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Contractor has set forth Response and Resolution procedures in Section 9.7 of the Agreement Response Form.</p>	<p>“Performance Requirements” shall mean the performance requirements for the Licensed Software provided in writing, as updated from time to time, including those requirements specified in Exhibit E (Service Levels and Performance Standards).</p>
142. Personal Data	<p>“Personal Data” shall mean 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</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/>	<p>“Personal Data” shall mean any information that identifies a person, including, but not limited to, name, address, email address, passwords, account numbers, social security numbers, credit card</p>

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	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.), Protected Health Information, and “Personal Data” as that term is defined in EU Data Protection Directive (Directive 95/46/EEC) on the protection of individuals with regard to processing of personal data and the free movement of such data.	<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	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.), Protected Health Information, and “Personal Data” as that term is defined in EU Data Protection Directive (Directive 95/46/EEC) on the protection of individuals with regard to processing of personal data and the free movement of such data.
143. Personally Identifiable Information	“ Personally Identifiable Information ” shall have the meaning specified in Exhibit U (Contractor Diligence and Information Security Questionnaire).	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	“ Personally Identifiable Information ” shall have the meaning specified in Exhibit U (Contractor Diligence and Information Security Questionnaire).
144. Pool Dollars	“ Pool Dollars ” shall mean, absent an Amendment in accordance with Section 13 (Changes to Agreement), the maximum amount allocated under this Agreement for the provision by Contractor of Optional Work, including New Software and Professional Services, approved by County in accordance with the terms of this Agreement.	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your</p>	“ Pool Dollars ” shall mean, absent an Amendment in accordance with Section 13 (Changes to Agreement), the maximum amount allocated under this Agreement for the provision by Contractor of Optional Work, including New Software and Professional Services, approved by County in accordance with the terms of this Agreement.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		<p>proposed revision in the adjacent column using “track changes.”</p> <hr/>	
145. Power Distribution Units or PDUs	<p>“Power Distribution Units” or “PDUs” shall have the meaning specified in Section 3.2(a) (Physical Environment) to Exhibit M (Additional Hosting Services Terms and Conditions).</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>“Power Distribution Units” or “PDUs” shall have the meaning specified in Section 3.2(a) (Physical Environment) to Exhibit M (Additional Hosting Services Terms and Conditions).</p>
146. Privacy and Security Laws	<p>“Privacy and Security Laws” shall have the meaning specified in Section 19.10 (Compliance With Federal and State Confidentiality Requirements).</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>“Privacy and Security Laws” shall have the meaning specified in Section 19.10 (Compliance With Federal and State Confidentiality Requirements).</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
147. Process or Processing	<p>“Process” or “Processing” shall mean any operation or set of operations performed upon the Personal Data, whether or not by automatic means, including collection, recording, organization, use, transfer, disclosure, storage, manipulation, combination and deletion of Personal Data.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>“Process” or “Processing” shall mean any operation or set of operations performed upon the Personal Data, whether or not by automatic means, including collection, recording, organization, use, transfer, disclosure, storage, manipulation, combination and deletion of Personal Data.</p>
148. Production Environment	<p>“Production Environment” shall mean the Existing System, together with any Hardware purchased hereunder and Contractor’s Recommended Configuration, set up for Productive Use of the Licensed Software.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>“Production Environment” shall mean the Existing System, together with any Hardware purchased hereunder and Contractor’s Recommended Configuration, set up for Productive Use of the Licensed Software.</p>
149. Productive Use	<p>“Productive Use” shall mean the actual use of the Licensed Software in the Production Environment to process actual</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p>	<p>“Productive Use” shall mean the actual use of the Licensed Software in the Production Environment</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	data in County's day-to-day operations commencing from the point of Go-Live.	<p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	to process actual data in County's day-to-day operations commencing from the point of Go-Live.
150. Professional Services	"Professional Services" shall mean consulting services, additional training and/or customizations, which Contractor may provide following Go-Live upon County's request therefor in the form of Optional Work in accordance with Section 9.8 (Optional Work).	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor revised this definition to be consistent with its revision in the Agreement Response Form.</p>	"Professional Services" shall mean consulting services, additional training and/or customizations, which Contractor may provide following Go-Live upon County's request therefor in the form of Optional Work in accordance with Section 9.8 (Optional Work).
151. Deployment and Project Close-out Checklist	"Project Close-out Checklist" shall have the meaning specified in task 7.1 (Develop Project Close-out Checklist) of Section 5 (Detailed SOW Tasks) of Exhibit A.1 (Cost Accounting and Decision Support System SOW).	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your</p>	"Project Close-out Checklist" shall have the meaning specified in task 7.1 (Develop Project Close-out Checklist) of Section 5 (Detailed SOW Tasks) of Exhibit A.1 (Cost Accounting and Decision Support System SOW).

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		proposed revision in the adjacent column using "track changes."	
152. Project Overrun	"Project Overrun" shall have the meaning specified in Section 14.6.2(b) (Time and Materials).	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>This definition is not applicable to the Agreement. Contractor shall provide professional services on a fixed fee basis.</p>	"Project Overrun" shall have the meaning specified in Section 14.6.2(b) (Time and Materials).
153. Project Schedule	"Project Schedule" shall mean the agreed upon timeline for Implementation Services tasks, subtasks, and Deliverables specified in Exhibit A (Statement of Work).	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p>	"Project Schedule" shall mean the agreed upon timeline for Implementation Services tasks, subtasks, and Deliverables specified in Exhibit A (Statement of Work).

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
154. Project Staffing and Resource Management Plan	<p>“Project Staffing and Resource Management Plan” shall have the meaning specified in task 1.2 (Create Project Staffing and Resource Management Plan) of Section 5.4 (Detailed SOW Tasks) of Exhibit A.1 (Cost Accounting and Decision Support System SOW).</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p>	<p>“Project Staffing and Resource Management Plan” shall have the meaning specified in task 1.2 (Create Project Staffing and Resource Management Plan) of Section 5.4 (Detailed SOW Tasks) of Exhibit A.1 (Cost Accounting and Decision Support System SOW).</p>
155. Project Work Plan or PWP	<p>“Project Work Plan” or “PWP” shall have the meaning specified in task 1.1 (Develop and Maintain Detailed Project Work Plan) of Section 5.4 (Detailed SOW Tasks) of Exhibit A.1 (Cost Accounting and Decision Support System SOW) of the Agreement.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p>	<p>“Project Work Plan” or “PWP” shall have the meaning specified in task 1.1 (Develop and Maintain Detailed Project Work Plan) of Section 5.4 (Detailed SOW Tasks) of Exhibit A.1 (Cost Accounting and Decision Support System SOW) of the Agreement.</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
156. Proposal	<p>“Proposal” means the proposal provided by Contractor in response to the RFP, as supplemented by all written correspondence of Contractor to clarify such proposal, attached collectively as Exhibit V (Contractor Proposal).</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <p>-----</p> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <p>_____</p>	<p>“Proposal” means the proposal provided by Contractor in response to the RFP, as supplemented by all written correspondence of Contractor to clarify such proposal, attached collectively as Exhibit V (Contractor Proposal).</p>
157. Protected Health Information	<p>“Protected Health Information” or “PHI” shall have the meaning specified in Section 1.15 (Definitions) of Exhibit F (Business Associate Agreement).</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <p>-----</p> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <p>_____</p>	<p>“Protected Health Information” or “PHI” shall have the meaning specified in Section 1.15 (Definitions) of Exhibit F (Business Associate Agreement).</p>
158. Questionnaire	<p>“Questionnaire” shall mean the Contractor Diligence and Information Security Questionnaire in Exhibit U (Contractor Diligence and Information Security Questionnaire).</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <p>-----</p>	<p>“Questionnaire” shall mean the Contractor Diligence and Information Security Questionnaire in Exhibit U (Contractor Diligence and Information Security Questionnaire).</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	
159. Receiving Party	<p>“Receiving Party” shall have the meaning specified in Section 19.2 (Confidential Information Defined).</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>“Receiving Party” shall have the meaning specified in Section 19.2 (Confidential Information Defined).</p>
160. Recommended Configuration	<p>“Recommended Configuration” shall mean the computer platform(s), operating system(s), applications, interface engine, network infrastructure, connectivity, and workstation configurations recommended by Contractor for use with the Licensed Software, as specified in Exhibit N (Recommended Configuration). Solely with respect to the In-House Solution, “Recommended Configuration” shall have the meaning specified in Section 4 (In-House Solution) of Exhibit M (Additional Hosting Services Terms and Conditions) to the Agreement.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>“Recommended Configuration” shall mean the computer platform(s), operating system(s), applications, interface engine, network infrastructure, connectivity, and workstation configurations recommended by Contractor for use with the Licensed Software, as specified in Exhibit N (Recommended Configuration). Solely with respect to the In-House Solution, “Recommended Configuration” shall have the meaning specified in Section 4 (In-House Solution) of Exhibit M</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
			(Additional Hosting Services Terms and Conditions) to the Agreement.
161. Reconciliation Adjustment	<p>"Reconciliation Adjustment" shall have the meaning specified in Section 2.2.1 (Use Reconciliation) of Exhibit C (Fees; Professional Services Rates) to the Agreement.</p>	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>This definition is not applicable.</p>	<p>"Reconciliation Adjustment" shall have the meaning specified in Section 2.2.1 (Use Reconciliation) of Exhibit C (Fees; Professional Services Rates) to the Agreement.</p>
162. Recovery Point Objective	<p>"Recovery Point Objective" shall have the meaning specified in Section 9.5 (Recovery Time Requirement) of Exhibit M (Additional Hosting Services Terms and Conditions).</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<p>"Recovery Point Objective" shall have the meaning specified in Section 9.5 (Recovery Time Requirement) of Exhibit M (Additional Hosting Services Terms and Conditions).</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
163. Recovery Time Objective	" Recovery Time Objective " shall have the meaning specified in Section 9.5 (Recovery Time Requirement) of Exhibit M (Additional Hosting Services Terms and Conditions).	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	" Recovery Time Objective " shall have the meaning specified in Section 9.5 (Recovery Time Requirement) of Exhibit M (Additional Hosting Services Terms and Conditions).
164. Red Flags	" Red Flags " shall have the meaning specified in Section 20.7 (Additional Procedures for the Identification of Possible Instances of Identity Theft).	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>This definition is not applicable to the Agreement. Contractor already has data theft protections in place.</p>	"Red Flags" shall have the meaning specified in Section 20.7 (Additional Procedures for the Identification of Possible Instances of Identity Theft).
165. Redundant array of Independent Disk or RAID	" Redundant Array of Independent Disks " or " RAID " shall have the meaning specified in Section 3.1 (Technical Environment) to Exhibit M (Additional Hosting Services Terms and Conditions).	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/>	" Redundant Array of Independent Disks " or " RAID " shall have the meaning specified in Section 3.1 (Technical Environment) to Exhibit M

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	(Additional Hosting Services Terms and Conditions).
166. Refresh Services	<p>“Refresh Services” shall have the meaning specified in Section 3.1 (Technical Environment) to Exhibit M (Additional Hosting Services Terms and Conditions).</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>“Refresh Services” shall have the meaning specified in Section 3.1 (Technical Environment) to Exhibit M (Additional Hosting Services Terms and Conditions).</p>
167. Release	<p>“Release” shall mean a redistribution of Licensed Software that contains an aggregation of Updates, new features, new functionality, and/or other performance improvements that does not constitute a Version.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>“Release” shall mean a redistribution of Licensed Software that contains an aggregation of Updates, new features, new functionality, and/or other performance improvements that does not constitute a Version.</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
168. Release Conditions	<p>"Release Conditions" shall have the meaning specified in Section 4.1 (Escrow Agent and Release Conditions).</p>	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor has inserted its standard escrow provision.</p>	<p>"Release Conditions" shall have the meaning specified in Section 4.1 (Escrow Agent and Release Conditions).</p>
169. Remedial Act(s)	<p>"Remedial Act(s)" shall have the meaning specified in Section 23.2(b) (Intellectual Property Indemnification).</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<p>"Remedial Act(s)" shall have the meaning specified in Section 23.2(b) (Intellectual Property Indemnification).</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
170. Removable Media	<p>“Removable Media” shall have the meaning specified in Section 3 (Removable Media) of Exhibit K (Information Security Requirements).</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>“Removable Media” shall have the meaning specified in Section 3 (Removable Media) of Exhibit K (Information Security Requirements).</p>
171. Renewal Support Term	<p>“Renewal Support Term” shall have the meaning specified in Section 1.2 (Initial and Renewal Support Terms for Support Services).</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Contract had to revise the definition of this term in the Agreement Response Form.</p>	<p>“Renewal Support Term” shall have the meaning specified in Section 1.2 (Initial and Renewal Support Terms for Support Services).</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
172. Replacement Product	"Replacement Product" shall have the meaning specified in Section 6 (Continuous Licensed Software Support).	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>This term is not applicable and has been deleted.</p>	"Replacement Product" shall have the meaning specified in Section 6 (Continuous Licensed Software Support).
173. Required Agreement	"Required Agreement" shall mean Appendix J (Required Agreement).	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	"Required Agreement" shall mean Appendix J (Required Agreement).
174. Required Insurance	"Required Insurance" shall have the meaning specified in Section 24.1 (General Insurance Provisions).	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/>	"Required Insurance" shall have the meaning specified in Section 24.1 (General Insurance Provisions).

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	
175. Resolve	<p>“Resolve” shall have the meaning specified in Section 4.2(c) (Response Time Service Level) of Exhibit E (Service Levels and Performance Standards).</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Contractor has set forth Response and Resolution procedures in Section 9.7 of the Agreement Response Form.</p>	<p>“Resolve” shall have the meaning specified in Section 4.2(c) (Response Time Service Level) of Exhibit E (Service Levels and Performance Standards).</p>
176. Response	<p>“Respond” shall have the meaning specified in Section 4.2(b) (Response Time Service Level) of Exhibit E (Service Levels and Performance Standards).</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific</p>	<p>“Respond” shall have the meaning specified in Section 4.2(b) (Response Time Service Level) of Exhibit E (Service Levels and Performance Standards).</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		<p>concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Contractor has set forth Response and Resolution procedures in Section 9.7 of the Agreement Response Form.</p>	
177. Revisions	<p>“Revisions” shall mean Updates, Enhancements, Releases, Versions, and Displaced/Renamed Product.</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Contractor has changed this language to be around “Upgrades” vs. Revisions.</p>	<p>“RevisionsUpgrades” shall mean Updates, Enhancements, Releases, Versions, and Displaced/Renamed Product.</p>
178. RFP	<p>“RFP” shall have the meaning specified in Recital G.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific</p>	<p>“RFP” shall have the meaning specified in Recital G.</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		<p>concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	
179. Schedule	<p>“Schedule” shall have the meaning specified in the Preamble to the Agreement.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>“Schedule” shall have the meaning specified in the Preamble to the Agreement.</p>
180. Scheduled Uptime	<p>“Scheduled Uptime” shall have the meaning specified in Section 4.5 (Availability Service Level) of Exhibit E (Service Levels and Performance Standards).</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Contractor has set forth Response and Resolution procedures in</p>	<p>“Scheduled Uptime” shall have the meaning specified in Section 4.5 (Availability Service Level) of Exhibit E (Service Levels and Performance Standards).</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		Section 9.7 of the Agreement Response Form.	
181. Secure Socket Layer or SSL	<p>“Secure Socket Layer” or “SSL” shall have the meaning specified in Section 3.4(a) (Hosting Environment Security and WAN Connectivity) to Exhibit M (Additional Hosting Services Terms and Conditions).</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <p>-----</p> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>“Secure Socket Layer” or “SSL” shall have the meaning specified in Section 3.4(a) (Hosting Environment Security and WAN Connectivity) to Exhibit M (Additional Hosting Services Terms and Conditions).</p>
182. Security Assessment	<p>“Security Assessment” shall have the meaning specified in task 1.1 (Document Security Objectives and Protection Requirements) of Section 5.4 (Security) of Exhibit A.1 (Cost Accounting and Decision Support System Statement of Work) of the Agreement.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <p>-----</p> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>“Security Assessment” shall have the meaning specified in task 1.1 (Document Security Objectives and Protection Requirements) of Section 5.4 (Security) of Exhibit A.1 (Cost Accounting and Decision Support System Statement of Work) of the Agreement.</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
183. Server	" Server " shall have the meaning specified in Section 1.1 (General Requirements) of Exhibit E (Service Levels and Performance Standards).	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor has set forth Response and Resolution procedures in Section 9.7 of the Agreement Response Form.</p>	"Server" shall have the meaning specified in Section 1.1 (General Requirements) of Exhibit E (Service Levels and Performance Standards).
184. Service Interdependency	" Service Interdependency " shall have the meaning specified in Section 28.2 (Service Interdependencies).	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>This provision is not applicable to the Agreement.</p>	"Service Interdependency" shall have the meaning specified in Section 28.2 (Service Interdependencies).

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
185. Service Level Credit	<p>“Service Level Credit” shall have the meaning specified in Section 5.2(a) (Service Level Credits) of Exhibit E (Service Levels and Performance Standards).</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Contractor has set forth Response and Resolution procedures in Section 9.7 of the Agreement Response Form.</p>	<p>“Service Level Credit” shall have the meaning specified in Section 5.2(a) (Service Level Credits) of Exhibit E (Service Levels and Performance Standards).</p>
186. Service Level Failures	<p>“Service Level Failures” shall have the meaning specified in Section 5.1 (Service Level Failures) of Exhibit E (Service Levels and Performance Standards).</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Contractor has set forth Response and Resolution procedures in Section 9.7 of the Agreement Response Form.</p>	<p>“Service Level Failures” shall have the meaning specified in Section 5.1 (Service Level Failures) of Exhibit E (Service Levels and Performance Standards).</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
187. Service Level Reports	<p>“Service Level Reports” shall have the meaning specified in task 3.3 (Conduct Service Level Monitoring and Reporting) of Section 5.8 (Maintenance and Operations) of Exhibit A (Statement of Work) of the Agreement.</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Contractor has set forth Response and Resolution procedures in Section 9.7 of the Agreement Response Form.</p>	<p>“Service Level Reports” shall have the meaning specified in task 3.3 (Conduct Service Level Monitoring and Reporting) of Section 5.8 (Maintenance and Operations) of Exhibit A (Statement of Work) of the Agreement.</p>
188. Service Levels	<p>“Service Levels” shall have the meaning specified in Section 11 (Service Levels).</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Contractor has set forth Response and Resolution procedures in Section 9.7 of the Agreement Response Form.</p>	<p>“Service Levels” shall have the meaning specified in Section 11 (Service Levels).</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
189. Service Requests	<p>"Service Requests" shall have the meaning specified in Section 4.1 (Service Request Tracking System) of Exhibit E (Service Levels and Performance Standards).</p>	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor has set forth Response and Resolution procedures in Section 9.7 of the Agreement Response Form.</p>	<p>"Service Requests" shall have the meaning specified in Section 4.1 (Service Request Tracking System) of Exhibit E (Service Levels and Performance Standards).</p>
190. Service Request Tracking System	<p>"Service Request Tracking System" or "SRTS" shall have the meaning specified in Section 4.1 (Service Request Tracking System) of Exhibit E (Service Levels and Performance Standards) of the Agreement.</p>	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor has set forth Response and Resolution procedures in Section 9.7 of the Agreement Response Form.</p>	<p>"Service Request Tracking System" or "SRTS" shall have the meaning specified in Section 4.1 (Service Request Tracking System) of Exhibit E (Service Levels and Performance Standards) of the Agreement.</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
191. Services	<p>“Services” shall mean, collectively, all 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 Section; or (ii) a customary part of the Services defined in subparts (a), (b), or (c) of this Section, 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. Any hardware and/or software provided to County by Contractor pursuant to this Agreement shall be deemed part of the Services. There are several subsets of the Services, specifically “Implementation Services,” “Hosting Services,” and “Support Services” that are included within this definition of “Services,” even though they are sometimes referenced by the Service grouping name (e.g., “Implementation Services,” “Hosting Services,” and “Support Services”). Each of these Service groupings includes both the broad definition of Services above, and the specific Services associated with the Service grouping and described in Exhibits and related documents incorporated into the definition of that Service grouping.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>“Services” shall mean, collectively, all 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 Section; or (ii) a customary part of the Services defined in subparts (a), (b), or (c) of this Section, 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. Any hardware and/or software provided to County by Contractor pursuant to this Agreement shall be deemed part of the Services. There are several subsets of the Services, specifically “Implementation Services,” “Hosting Services,” and “Support Services” that are included within this definition of “Services,” even though they are sometimes referenced by the Service grouping name (e.g., “Implementation Services,” “Hosting Services,” and “Support Services”). Each of these Service groupings includes both the broad definition of Services above, and the specific Services associated with the Service grouping and described in Exhibits and related documents incorporated into the definition of that Service grouping.</p>
192. Source Material	<p>“Source Material” shall mean, with respect to the Licensed Software and Work Product, the source code of such software and all related compiler command files, build scripts, scripts relating to the operation and maintenance of such application, application programming interface</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/>	<p>“Source Material” shall mean, with respect to the Licensed Software and Work Product, the source code of such software and all related compiler command files, build scripts, scripts relating to the operation and maintenance of such application,</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	<p>("API"), graphical user interface ("GUI"), object libraries, all relevant instructions on building the object code of such application, and all documentation relating to the foregoing, such that collectively the foregoing will be sufficient to enable a person possessing reasonable skill and expertise in computer software and information technology to build, load, and operate the machine-executable object code of such application; to maintain and support such application; and to effectively use all functions and features of such software. If any portion of the Source Material is encrypted, Contractor shall include the decryption tools and decryption keys with the Source Material.</p>	<p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>This provision is not applicable. Contractor has inserted its standard escrow provision.</p>	<p>application programming interface ("API"), graphical user interface ("GUI"), object libraries, all relevant instructions on building the object code of such application, and all documentation relating to the foregoing, such that collectively the foregoing will be sufficient to enable a person possessing reasonable skill and expertise in computer software and information technology to build, load, and operate the machine-executable object code of such application; to maintain and support such application; and to effectively use all functions and features of such software. If any portion of the Source Material is encrypted, Contractor shall include the decryption tools and decryption keys with the Source Material.</p>
193. Specifications	<p>"Specifications" shall mean any or all of the following, as applicable:</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p>	<p>"Specifications" shall mean any or all of the following, as applicable:</p>
193. Specifications (a)	<p>All specifications, requirements, and standards specified in Exhibit A.** (Licensed Software Requirements) and Exhibit A (Statement of Work).</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your</p>	<p>All specifications, requirements, and standards specified in Exhibit A.** (Licensed Software Requirements) and Exhibit A (Statement of Work).</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		<p>proposed revision in the adjacent column using "track changes."</p> <hr/>	
193. Specifications (b)	All Performance Requirements and standards specified in this Agreement, including, but not limited to, requirements for Licensed Software availability and Licensed Software response time identified in Exhibit E (Service Levels and Performance Standards).	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>"Performance Requirements" has been deleted. Also, Contractor has set forth Response and Resolution procedures in Section 9.7 of the Agreement Response Form.</p>	All Performance Requirements and standards specified in this Agreement, including, but not limited to, requirements for Licensed Software availability and Licensed Software response time identified in Exhibit E (Service Levels and Performance Standards).
193. Specifications (c)	The Documentation, to the extent not inconsistent with any of the foregoing in this definition.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p>	The Documentation, to the extent not inconsistent with any of the foregoing in this definition.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
193. Specifications (d)	All specifications provided or made available by Contractor under this Agreement, but only to the extent: (i) not inconsistent with any of the foregoing in this Section; and (ii) acceptable to County in its sole discretion.	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <p>-----</p> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <p>-----</p> <p>Contractor has revised this definition.</p>	All specifications provided or made available by Contractor under this Agreement, but only to the extent: (i) not inconsistent with any of the foregoing in this Section; and (ii) acceptable to County in its sole discretion.
193. Specifications (e)	All Existing System and Hardware requirements and certifications provided by Contractor in accordance with this Agreement with respect to the Licensed Software, including the Recommended Configuration.	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <p>-----</p> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <p>-----</p> <p>"Hardware" is not applicable to the Agreement.</p>	All Existing System and Hardware requirements and certifications provided by Contractor in accordance with this Agreement with respect to the Licensed Software, including the Recommended Configuration.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
193. Specifications (f)	The Proposal, but only to the extent: (i) not inconsistent with any of the foregoing in this Section; and (ii) acceptable to County in its sole discretion.	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor has revised this definition.</p>	The Proposal, but only to the extent: (i) not inconsistent with any of the foregoing in this Section; and (ii) acceptable to County in its sole discretion.
193. Specifications (g)	All written and/or electronic materials furnished or made available by or through Contractor regarding the Licensed Software, including functionality, features, capacity, availability, response times, accuracy, or any other performance or other Licensed Software criteria or any element of the Licensed Software or any Licensed Software component.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	All written and/or electronic materials furnished or made available by or through Contractor regarding the Licensed Software, including functionality, features, capacity, availability, response times, accuracy, or any other performance or other Licensed Software criteria or any element of the Licensed Software or any Licensed Software component.
193. Specifications (h)	The Business Objectives and Acceptance Criteria.	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/>	The Business Objectives and Acceptance Criteria.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>“Acceptance Criteria” is not applicable to the Agreement.</p>	
193. Specifications (i)	All Hosting Services requirements and standards set forth in Exhibit N (Additional Hosting Services Terms and Conditions) and related Exhibits.	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p>	All Hosting Services requirements and standards set forth in Exhibit N (Additional Hosting Services Terms and Conditions) and related Exhibits.
194. State	“State” shall mean the State of California.	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p>	“State” shall mean the State of California.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
195. Statement of Work	<p>“Statement of Work” shall have the meaning specified in Section 9.1 (Services).</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>“Statement of Work” shall have the meaning specified in Section 9.1 (Services).</p>
196. Storage Area Network or SAN	<p>“Storage Area Network” or “SAN” shall have the meaning specified in Section 3.1 (Technical Environment) to Exhibit M (Additional Hosting Services Terms and Conditions).</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>“Storage Area Network” or “SAN” shall have the meaning specified in Section 3.1 (Technical Environment) to Exhibit M (Additional Hosting Services Terms and Conditions).</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
197. Standards for Attestation Engagements or SSAE	"Standards for Attestation Engagements" or "SSAE" shall have the meaning specified in Section 3.3(a) (Physical Security Environment) to Exhibit M (Additional Hosting Services Terms and Conditions).	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	"Standards for Attestation Engagements" or "SSAE" shall have the meaning specified in Section 3.3(a) (Physical Security Environment) to Exhibit M (Additional Hosting Services Terms and Conditions).
198. Successor Event	"Successor Event" shall have the meaning specified in Section 6 (Continuous Licensed Software Support).	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>This provision is not applicable to the Agreement. County must negotiate the terms with Contractor's successor directly for future renewals.</p>	"Successor Event" shall have the meaning specified in Section 6 (Continuous Licensed Software Support).

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
199. Support Request	<p>“Support Request” shall have the meaning specified in Section 4.2(a) (Support Request Service Levels) of Exhibit E (Service Levels and Performance Standards).</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This provision is not applicable to the Agreement. Contractor has set forth Response and Resolution procedures in Section 9.7 of the Agreement Response Form.</p>	<p>“Support Request” shall have the meaning specified in Section 4.2(a) (Support Request Service Levels) of Exhibit E (Service Levels and Performance Standards).</p>
200. Support Services	<p>“Support Services” shall mean the Services as further specified in Section 9.7 (Support Services).</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This provision is not applicable to the Agreement. Contractor has set forth Response and Resolution procedures in Section 9.7 of the Agreement Response Form.</p>	<p>“Support Services” shall mean the Services as further specified in Section 9.7 (Support Services).</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
201. Support Services Fee(s)	<p>“Support Services Fee(s)” shall mean fees to be paid by County to Contractor for Support Services, as specified in Exhibit C (Fees; Professional Services Rates).</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>“Support Services Fee(s)” shall mean fees to be paid by County to Contractor for Support Services, as specified in Exhibit C (Fees; Professional Services Rates).</p>
202. Support Term	<p>“Support Term” shall have the meaning specified in Section 1.2 (Initial and Renewal Support Terms for Support Services).</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>“Support Term” shall have the meaning specified in Section 1.2 (Initial and Renewal Support Terms for Support Services).</p>
203. Term	<p>“Term” shall have the meaning specified in Section 1.1 (Term).</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/>	<p>“Term” shall have the meaning specified in Section 1.1 (Term).</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	
204. Termination Transition Plan	<p>“Termination Transition Plan” shall have the meaning specified in Section 27.7 (Termination Transition Services).</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>“Termination Transition Plan” shall have the meaning specified in Section 27.7 (Termination Transition Services).</p>
205. Test Plan	<p>“Test Plan” shall have the meaning specified in task 4.1 (Develop Test Plan for Full Test Cycle) of Section 5.4 (Detailed SOW Tasks) of Exhibit A.1 (Cost Accounting and Decision Support System SOW) of the Agreement.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>“Test Plan” shall have the meaning specified in task 4.1 (Develop Test Plan for Full Test Cycle) of Section 5.4 (Detailed SOW Tasks) of Exhibit A.1 (Cost Accounting and Decision Support System SOW) of the Agreement.</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
206. Third-Party Intellectual Property	<p>“Third-Party Intellectual Property” shall mean intellectual property licensed, made, conceived, or developed by a third party and provided by Contractor to County hereunder. Third-Party Intellectual Property shall include all Third Party Products.</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This provision is not applicable to the Agreement.</p>	<p>“Third-Party Intellectual Property” shall mean intellectual property licensed, made, conceived, or developed by a third party and provided by Contractor to County hereunder. Third-Party Intellectual Property shall include all Third Party Products.</p>
207. Third-Party Products	<p>“Third-Party Products” shall mean all software licensed, leased, or otherwise obtained by Contractor from a third-party vendor, including Open Source Software, and used with, or embedded or incorporated in, the Licensed Software or used for the performance of the Services.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>“Third-Party Products” shall mean all software licensed, leased, or otherwise obtained by Contractor from a third-party vendor, including Open Source Software, and used with, or embedded or incorporated in, the Licensed Software or used for the performance of the Services.</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
208. Time/Date Compliant	<p>“Time/Date Compliant” means such products and services will correctly store, represent, calculate, sort, and process all (a) dates, including single and multi-century formulas and leap year calculations; and (b) times in all relevant time zones, including any local, state, or federal adjustments to Daylight Saving Time (<i>e.g.</i>, changes made pursuant to The Energy Policy Act of 2005).</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>“Time/Date Compliant” means such products and services will correctly store, represent, calculate, sort, and process all (a) dates, including single and multi-century formulas and leap year calculations; and (b) times in all relevant time zones, including any local, state, or federal adjustments to Daylight Saving Time (<i>e.g.</i>, changes made pursuant to The Energy Policy Act of 2005).</p>
209. Training	<p>“Training” shall mean training relating to the Licensed Software to be provided by Contractor pursuant to this Agreement, including training County may acquire in the future as part of Professional Services.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>“Training” shall mean training relating to the Licensed Software to be provided by Contractor pursuant to this Agreement, including training County may acquire in the future as part of Professional Services.</p>
210. UCITA	<p>“UCITA” shall have the meaning specified in Section 29.2 (UCITA; Self-Help Remedies).</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/>	<p>“UCITA” shall have the meaning specified in Section 29.2 (UCITA; Self-Help Remedies).</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	
211. Uninterruptible Power Supply or UPS	<p>“Uninterruptible Power Supply” or “UPS” shall have the meaning specified in Section 3.2(a) (Physical Environment) to Exhibit M (Additional Hosting Services Terms and Conditions).</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>“Uninterruptible Power Supply” or “UPS” shall have the meaning specified in Section 3.2(a) (Physical Environment) to Exhibit M (Additional Hosting Services Terms and Conditions).</p>
212. Unplanned Downtime	<p>“Unplanned Downtime” shall have the meaning specified in Section 4.5 (Availability Service Level) of Exhibit E (Service Levels and Performance Standards).</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>“Unplanned Downtime” shall have the meaning specified in Section 4.5 (Availability Service Level) of Exhibit E (Service Levels and Performance Standards).</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		Contractor has set forth Response and Resolution procedures in Section 9.7 of the Agreement Response Form.	
213. Update	<p>“Update” shall mean 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.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <p>-----</p> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <p>_____</p>	<p>“Update” shall mean 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.</p>
214. USB	<p>“USB” shall have the meaning specified in Section 20.4 (Use of Personal Portable Devices).</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <p>-----</p> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <p>_____</p>	<p>“USB” shall have the meaning specified in Section 20.4 (Use of Personal Portable Devices).</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
215. Use Reconciliation	<p>“Use Reconciliation” shall mean the process described in Section 2.2.1 of Exhibit C (Fees; Professional Services Rates) to assess whether there are additional infrastructure costs to Contractor that arise in connection with expanded use or consumption by County of the CADS System and, if so, what the appropriate financial adjustment arising from such expanded use or consumption will be.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>“Use Reconciliation” shall mean the process described in Section 2.2.1 of Exhibit C (Fees; Professional Services Rates) to assess whether there are additional infrastructure costs to Contractor that arise in connection with expanded use or consumption by County of the CADS System and, if so, what the appropriate financial adjustment arising from such expanded use or consumption will be.</p>
216. Version	<p>“Version” shall mean a redistribution of Licensed Software that contains an aggregation of Releases or Updates, or significant new (i) features, (ii) functionality, and/or (iii) other performance improvements, and is 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 a change to the name of the software.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>“Version” shall mean a redistribution of Licensed Software that contains an aggregation of Releases or Updates, or significant new (i) features, (ii) functionality, and/or (iii) other performance improvements, and is 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 a change to the name of the software.</p>
217. VPN	<p>“VPN” shall have the meaning specified in Section 20.3 (Contractor Systems).</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p>	<p>“VPN” shall have the meaning specified in Section 20.3 (Contractor Systems).</p>

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Exhibit G.RF (Glossary Response Form)

Agreement No. [**]

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	
218. Warranty Period	<p>“Warranty Period” shall have the meaning specified in Section 17.1.3 (Conformance to Specifications).</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p>	<p>“Warranty Period” shall have the meaning specified in Section 17.1.3 (Conformance to Specifications).</p>
219. Work Product	<p>“Work Product” shall have the meaning specified in Section 18.1 (Work Product).</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p>	<p>“Work Product” shall have the meaning specified in Section 18.1 (Work Product).</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		“Work Product” is not applicable under this Agreement since this is a software-as-a-service engagement.	
<u>Annual Consulting Days</u>			<u>“Annual Consulting Days” means the annual consulting support that will be provided to County to be used as County sees fit, including, but not limited to, training (on-site or web based), process support meetings, database rollovers or additional services that are not included in the project assumptions contemplated under this Agreement. Each Annual Consulting Day equals eight (8) hours.</u>
<u>Authorized User</u>			<p><u>“Authorized User” means a party granted the right to use the Licensed Software Assets at the Facilities, including and limited to only the following: (a) County and its employees and authorized agents; (b) nurses, physicians and technicians or staff otherwise affiliated with County, including, without limitation, the medical staff members; (c) Third Party consultants and other independent contractors performing services for County; and (d) any governmental bodies lawfully requesting or requiring access. Notwithstanding the foregoing, the following entities, their respective personnel, and their respective Facilities shall at no time be deemed to be an Authorized User.</u></p> <p><u>The following entities, their respective personnel, and their respective parents, subsidiaries, and affiliates shall at no time be deemed to be an Authorized User:</u></p> <p><u>1) Adaptive Insights, Inc.</u> <u>2) Allscripts Healthcare, LLC (including EPSi)</u></p>

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Agreement No. ***

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
			<u>3) Attainia, Inc.</u> <u>4) Avant-Garde Health</u> <u>5) Change Healthcare</u> <u>6) Cognos, Inc., a subsidiary of IBM Inc.</u> <u>7) CostFlex Systems, Inc.</u> <u>8) Craneware, Inc.</u> <u>9) Harris Healthcare</u> <u>10) Health Catalyst, LLC</u> <u>11) Kaufman Hall Inc./ Axiom / Kreg Information Systems</u> <u>12) Kronos Inc.</u> <u>13) Lawson Software Inc.</u> <u>14) McKesson Corporation</u> <u>15) MedAssets, Inc</u> <u>16) MedAnalytics</u> <u>17) Medical Information Technology, Inc. (Meditech)</u> <u>18) Med-Metrix, LLC</u> <u>19) MD Buyline, Inc.</u> <u>20) Microsoft Inc.</u> <u>21) nThrive</u> <u>22) Oracle Corp.</u> <u>23) Organizational Intelligence (OI Health)</u> <u>24) Pamplona Capital Management LLP</u> <u>25) Parallon</u> <u>26) Premier, Inc. / Healthcare Insights, LLC</u> <u>27) PMMC</u> <u>28) RealCost.io, Inc.</u> <u>29) SAP AG</u> <u>30) VFA, Inc.</u> <u>31) Vizient, Inc.</u> <u>32) Workday, Inc.</u> <u>33) Any person or entity that Contractor subsequently designates and County approves in writing, which approval shall not be unreasonably withheld or delayed</u>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
<u>Facility</u>			<u>"Facility" means, with respect to either party, any person or entity which such party controls. For purposes of the preceding sentence, the term "Control" means the ownership of more than fifty percent (50%) of an entity's voting securities. County must not access the Licensed Software Assets from any location other than County's Facilities and must prevent use or access of the Licensed Software Assets by anyone other than County or other Authorized Users. County acknowledges that any use of the Licensed Software Assets in violation of this Section constitutes a material breach of the terms of this Agreement. County and Authorized Users are permitted to access the software from remote sites, so long as such access conforms to the County's policies for remote access to confidential information.</u>
<u>Hospital</u>			<u>"Hospital" means a healthcare provider of inpatient and other healthcare services with a single National Provider Identifier (i.e. Medicare number) without regard for sub-provider identifiers which are identified in Exhibit [TBD] of this Agreement.</u>
<u>Input Data</u>			<u>"Input Data" means all data entered into the Licensed Software by County and/or its Facilities.</u>
<u>Licensed Software Assets</u>			<u>"Licensed Software Assets" means the Licensed Software and the User Guides.</u>
<u>Report User(s)</u>			<u>"Report User" means individual user of the Licensed Software with a specified name with a unique Windows or network logon name or ID who has read only report viewing access to the Licensed Software</u>
<u>System Users</u>			<u>"System Users" means an individual user of the Licensed Software with a specified name with a unique Windows or network logon name or ID who has full access to the Licensed Software.</u>
<u>User Guides</u>			<u>"User Guides" means the user manuals and user guides provided by Contractor to County pursuant to the terms of this Agreement which embody,</u>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
			<u>represent, describe or specify the Licensed Software or their uses, operations or applications.</u>



**COST ACCOUNTING AND DECISION SUPPORT SYSTEM
AND RELATED SERVICES
REQUEST FOR PROPOSALS**

EXHIBIT K.RF (INFORMATION SECURITY REQUIREMENTS RESPONSE FORM)

#CADSS2019

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
Paragraph 1	<p>This Exhibit K (Information Security Requirements) sets forth information security procedures to be established by Contractor before the Effective Date of the Cost Accounting and Decision Support and Services Agreement, dated [REDACTED], 20[REDACTED] (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. However, it is Contractor’s sole obligation to (i) implement appropriate measures to secure its systems and data, including Personal Data, Protected Health Information, and County Confidential Information, against internal and external threats and risks; and (ii) continuously review and revise those measures to address ongoing threats and risks. Failure to comply with the minimum standards set forth in this Exhibit K (Information Security Requirements) 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.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>This Exhibit K (Information Security Requirements) sets forth information security procedures to be established by Contractor before the Effective Date of the Cost Accounting and Decision Support and Services Agreement, dated [REDACTED], 20[REDACTED] (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. However, it is Contractor’s sole obligation to (i) implement appropriate measures to secure its systems and data, including Personal Data, Protected Health Information, and County Confidential Information, against internal and external threats and risks; and (ii) continuously review and revise those measures to address ongoing threats and risks. Failure to comply with the minimum standards set forth in this Exhibit K (Information Security Requirements) 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.</p>
SECTION 1. (SECURITY POLICY.)			
1.	<p>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 and contractors 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.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>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 and contractors 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.</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
SECTION 2. (PERSONNEL AND CONTRACTOR PROTECTIONS.)			
2.	Contractor shall screen and conduct background checks on all Contractor Personnel and subcontractors contacting County Confidential Information, including Personal Data and Protected Health Information, for potential security risks and require all employees, contractors, and subcontractors 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, 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.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p>	Contractor shall screen and conduct background checks on all Contractor Personnel and subcontractors contacting County Confidential Information, including Personal Data and Protected Health Information, for potential security risks and require all employees, contractors, and subcontractors 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, 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.
SECTION 3. (REMOVABLE MEDIA.)			
3.	Except in the context of Contractor's routine back-ups or as otherwise specifically authorized by County in writing, Contractor shall institute strict physical and logical security controls to prevent transfer of Personal Data and Protected Health 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, memory cards (e.g., Secure Digital (SD), Memory Sticks (MS), CompactFlash (CF), SmartMedia (SM), MultiMediaCard (MMC), and xD-Picture Card (xD)),	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p>	Except in the context of Contractor's routine back-ups or as otherwise specifically authorized by County in writing, Contractor shall institute strict physical and logical security controls to prevent transfer of Personal Data and Protected Health 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, memory cards (e.g., Secure Digital (SD), Memory Sticks (MS), CompactFlash (CF), SmartMedia (SM), MultiMediaCard (MMC), and xD-Picture Card (xD)),

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	magnetic tape, and all other removable data storage media.		magnetic tape, and all other removable data storage media.
SECTION 4. (STORAGE, TRANSMISSION, AND DESTRUCTION OF PROTECTED HEALTH INFORMATION.)			
4.	All 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. Without limiting the generality of the foregoing, Contractor will encrypt all electronic Protected Health Information (stored and during transmission) in accordance with HIPAA and the HITECH Act, as implemented by the Department of Health and Human Services. If Protected Health Information is no longer required to be retained by Contractor under the Agreement and applicable law, Contractor shall destroy such Protected Health Information by (a) shredding or otherwise destroying paper, film, or other hard copy media so that the Protected Health Information cannot be read or otherwise cannot be reconstructed; and (b) clearing, purging, or destroying electronic media containing Protected Health Information consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization [Available at http://www.csrc.nist.gov/] such that the Protected Health Information cannot be retrieved.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p>	All 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. Without limiting the generality of the foregoing, Contractor will encrypt all electronic Protected Health Information (stored and during transmission) in accordance with HIPAA and the HITECH Act, as implemented by the Department of Health and Human Services. If Protected Health Information is no longer required to be retained by Contractor under the Agreement and applicable law, Contractor shall destroy such Protected Health Information by (a) shredding or otherwise destroying paper, film, or other hard copy media so that the Protected Health Information cannot be read or otherwise cannot be reconstructed; and (b) clearing, purging, or destroying electronic media containing Protected Health Information consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization ⁱ such that the Protected Health Information cannot be retrieved.
SECTION 5. (DATA CONTROL; MEDIA DISPOSAL AND SERVICING.)			
5.	Subject to and without limiting the requirements under Section 4 (Storage, Transmission, and Destruction of Protected Health Information), Personal Data, Protected Health Information, and County Confidential Information (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	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your</p>	Subject to and without limiting the requirements under Section 4 (Storage, Transmission, and Destruction of Protected Health Information), Personal Data, Protected Health Information, and County Confidential Information (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

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Exhibit K.RF (Information Security Requirements Response Form)

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Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	shared networks, must be protected using appropriate encryption technology as designated or Approved by County in writing; and (iii) if transferred using Removable Media (as defined above) must be sent via a bonded courier or protected using encryption technology designated or Approved by County in writing. 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 Personal Data and Protected Health Information, has been cleared, purged, or scrubbed from such hardware and/or media using industry best practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization [Available at http://www.csrc.nist.gov/]).	proposed revision in the adjacent column using “track changes.”	shared networks, must be protected using appropriate encryption technology as designated or Approved by County in writing; and (iii) if transferred using Removable Media (as defined above) must be sent via a bonded courier or protected using encryption technology designated or Approved by County in writing. 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 Personal Data and Protected Health Information, has been cleared, purged, or scrubbed from such hardware and/or media using industry best practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization ⁱⁱ).
SECTION 6. (HARDWARE RETURN.)			
6.	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 Personal Data, Protected Health Information, or County Confidential Information to County. The Personal Data, 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 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 Personal Data 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 Sanitization (available at http://www.csrc.nist.gov/)).	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Strata backups live for 8 weeks which is when all copies of the data would be officially destroyed.</p>	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 Personal Data, Protected Health Information, or County Confidential Information to County. The Personal Data, 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 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 <u>eight (8) weeks</u> of termination or expiration of the Agreement or at any time upon County’s request. Contractor’s destruction or erasure of Personal Data and Protected Health Information pursuant to this Section shall be in compliance with industry Best Practices (e.g., NIST Special Publication 800-

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Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
			88, Guidelines for Media Sanitization (available at http://www.csrc.nist.gov/)).
SECTION 7. (PHYSICAL AND ENVIRONMENTAL SECURITY.)			
7.	Contractor facilities that process Personal Data, Protected Health Information, or County Confidential Information 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.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Contractor facilities that process Personal Data, Protected Health Information, or County Confidential Information 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.
SECTION 8. (COMMUNICATIONS AND OPERATIONAL MANAGEMENT.)			
8.	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 be adequately documented and designed to protect information, computer media, and data from theft and unauthorized access.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	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 be adequately documented and designed to protect information, computer media, and data from theft and unauthorized access.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
SECTION 9. (ACCESS CONTROL.)			
9.	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:	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	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:
9. Bullet 1	Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of properly configured firewalls;	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of properly configured firewalls;
9. Bullet 2	Operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication, authorization, and event logging;	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication, authorization, and event logging;

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Agreement No. [**]

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p>	
9. Bullet 3	Applications will include access control to limit user access to information and application system functions; and	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p>	Applications will include access control to limit user access to information and application system functions; and
9. Bullet 4	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.	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your</p>	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.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		proposed revision in the adjacent column using "track changes."	
SECTION 10. (COMPLIANCE, RIGHT TO AUDIT, AND INCIDENT NOTIFICATION.)			
10.	Contractor will promptly notify (but in no event more than twenty-four (24) hours after the occurrence) the designated County security contact, or, in the event the designated County security contact cannot be reached, the County help desk, by telephone and subsequently via written letter of any potential or actual security attacks or incidents. 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. In addition, 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 (1 st) week of each calendar month. County or its third party designee may, but is not obligated, perform audits and security tests of Contractor's environment that may include, but are not limited to, interviews of relevant personnel, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of Personal Data, Protected Health Information, and County Confidential Information. In the event County desires to conduct a penetration test, County and Contractor shall determine a mutually agreed upon time for penetration testing to occur. Any of County's regulators shall have the	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Update the notification period and clarify notification is required when County data is impacted. Strata does not allow clients to perform penetration tests but can provide an independent report on an annual basis. Removed right to request results of security reports and updated to right to request SOC certification letter and HITRUST letter.</p>	Contractor will promptly notify (but in no event more than twenty-four (24) <u>forty-eight(48)</u> hours after the occurrence) the designated County security contact, or, in the event the designated County security contact cannot be reached, the County help desk, by telephone and subsequently via written letter of any potential or actual security attacks <u>or</u> incidents <u>involving County data or systems containing County data</u> . 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. In addition <u>and by request initiated by the County</u> , Contractor will provide a monthly report of all security incidents <u>involving County data or systems containing County data</u> 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 or its third party designee may, but is not obligated, perform audits and security tests of Contractor's environment that may include, but are not limited to, interviews of relevant personnel, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of Personal Data, Protected Health Information, and County Confidential Information. In the event County desires to conduct a penetration test <u>review</u>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	<p>same right upon request. Contractor shall provide all information reasonably requested by County in connection with any such audits and shall provide reasonable access and assistance to County or its regulators upon request. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes. County reserves the right to view, upon request, any original 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.</p>		<p><u>the results of the Contractor initiated penetration test, the County and Contractor shall determine a mutually agreed upon time for penetration testing to occur request a copy of the report annually.</u> Any of County's regulators shall have the same right upon request. Contractor shall provide all information reasonably requested by County in connection with any such audits and shall provide reasonable access and assistance to County or its regulators upon request. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes. County reserves the right to view, upon request, any original 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.<u>security certifications achieved by Contractor.</u></p>



**COST ACCOUNTING AND DECISION SUPPORT SYSTEM
AND RELATED SERVICES
REQUEST FOR PROPOSALS**

EXHIBIT M.RF (ADDITIONAL HOSTING SERVICES TERMS AND CONDITIONS RESPONSE FORM)

#CADSS2019

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
Paragraph 1	<p>This Exhibit M (Additional Hosting Services Terms and Conditions) is an attachment and addition to the Cost Accounting and Decision Support System and Services Agreement dated [REDACTED], 20 [REDACTED] (the "Agreement"). [REDACTED] ("Contractor") provides Hosting Services, as further described in Section 1 (Services) of this Exhibit M (Additional Hosting Services Terms and Conditions). The County of Los Angeles, a political subdivision of the State of California ("County") desires to obtain the Hosting Services from Contractor, on the condition that the provisions of this Exhibit M (Additional Hosting Services Terms and Conditions), which are deemed a part of and incorporated by reference into the Agreement. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<p>This Exhibit M (Additional Hosting Services Terms and Conditions) is an attachment and addition to the Cost Accounting and Decision Support System and Services Agreement dated [REDACTED], 20 [REDACTED] (the "Agreement"). [REDACTED] ("Contractor") provides Hosting Services, as further described in Section 1 (Services) of this Exhibit M (Additional Hosting Services Terms and Conditions). The County of Los Angeles, a political subdivision of the State of California ("County") desires to obtain the Hosting Services from Contractor, on the condition that the provisions of this Exhibit M (Additional Hosting Services Terms and Conditions), which are deemed a part of and incorporated by reference into the Agreement. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.</p>
SECTION 1. (SERVICES)			
1.1	<p>In General</p> <p>Contractor shall provide and maintain all Services necessary to host the Licensed Software from the Hosting Environment such that the CADS System shall perform as defined herein, and in accordance with the Specifications, and otherwise in accordance with this Agreement ("Hosting Services").</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<p>In General</p> <p>Contractor shall provide and maintain all Services necessary to host the Licensed Software from the Hosting Environment such that the CADS System shall perform as defined herein, and in accordance with the Specifications, and otherwise in accordance with this Agreement ("Hosting Services").</p>
1.1 Paragraph 2	<p>During the Term of the Agreement, Contractor shall provide County with the Hosting Services set forth in the Agreement, this Exhibit M (Additional Hosting Services</p>	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p>	<p>During the Term of the Agreement, Contractor shall provide County with the Hosting Services set forth in the Agreement, this Exhibit M (Additional Hosting</p>

County of Los Angeles
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Exhibit M.RF (Additional Hosting Services Terms and Conditions Response Form)
Agreement No. [**]

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	Terms and Conditions), and Exhibit A (Statement of Work). In providing the Hosting Services, Contractor shall achieve the Service Levels and performance standards set forth in Exhibit E (Service Levels and Performance Standards) (including the Service Levels set forth in Section 4.5 (Availability Service Level) and 4.6 (Licensed Software Response Times) therein), the Statement of Work, and this Agreement (collectively, the “Service Levels”).	<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Contractor has set forth Response and Resolution procedures in Section 9.7 of the Agreement Response Form.</p>	Services Terms and Conditions), and Exhibit A (Statement of Work). In providing the Hosting Services, Contractor shall achieve the Service Levels and performance standards set forth in Exhibit E (Service Levels and Performance Standards) (including the Service Levels set forth in Section 4.5 (Availability Service Level) and 4.6 (Licensed Software Response Times) therein), the Statement of Work, and this Agreement (collectively, the “Service Levels”).
1.1 Paragraph 3	Contractor shall provide Hosting Services on a 24x7x365 basis. County personnel must have the ability to submit Support Requests on a 24x7x365 basis for Hosting Services.	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p>	Contractor shall provide Hosting Services on a 24x7x365 basis. County personnel must have the ability to submit Support Requests on a 24x7x365 basis for Hosting Services.
1.1 Paragraph 4	Contractor shall maintain a Hosting Environment to support the Licensed Software as to the Version(s) being utilized by County in accordance with Section 9.7.2 (Contractor’s Revisions) of the Agreement.	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p>	Contractor shall maintain a Hosting Environment to support the Licensed Software as to the Version(s) being utilized by County in accordance with Section 9.7.2 (Contractor’s Revisions) of the Agreement.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
1.2	Attribution and Disclosures County may, but is not required to, include such screen credits and/or disclosures for Contractor on the web site as County deems necessary or desirable in its sole discretion to distinguish and disclose Contractor's role under the Agreement and as appropriate under applicable state and federal laws. Otherwise, County will be under no obligation to provide attribution to Contractor unless otherwise stated within an applicable Exhibit to the Agreement or a marking identifying the work as a copyrighted item. The content of any terms and conditions presented to users of the Services shall be controlled solely by County. In the event of a conflict between Contractor's privacy policy, if any, and the Agreement, the provisions of this Agreement shall govern.	Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No" <hr/> If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes." <hr/>	Attribution and Disclosures County may, but is not required to, include such screen credits and/or disclosures for Contractor on the web site as County deems necessary or desirable in its sole discretion to distinguish and disclose Contractor's role under the Agreement and as appropriate under applicable state and federal laws. Otherwise, County will be under no obligation to provide attribution to Contractor unless otherwise stated within an applicable Exhibit to the Agreement or a marking identifying the work as a copyrighted item. The content of any terms and conditions presented to users of the Services shall be controlled solely by County. In the event of a conflict between Contractor's privacy policy, if any, and the Agreement, the provisions of this Agreement shall govern.
1.3	Use of Cookies on the Service Contractor shall not use "cookies" or any other online tracking technology for purposes of discovering the identity of any users (unless Contractor is specifically authorized hereunder to obtain such information) or tracking the activities of a user after they leave the Hosting Services. Information collected from cookies shall constitute County Confidential Information and shall be subject to the protections provided in Section 6 (Confidentiality) of this Exhibit M (Additional Hosting Services Terms and Conditions) and Section 19 (Confidentiality) of the Agreement. In no event shall such information be sold or otherwise made available to any third-party. Contractor shall use cookies solely for	Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No" <hr/> If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes." <hr/> Contractor made some applicable changes to this provision in order to make it consistent with its cookies specifications.	Use of Cookies on the Service Contractor shall not use "cookies" or any other online tracking technology for purposes of discovering the identity of any users (unless Contractor is specifically authorized hereunder to obtain such information) or tracking the activities of a user after they leave the Hosting Services. Information collected from cookies shall constitute County Confidential Information and shall be subject to the protections provided in Section 6 (Confidentiality) of this Exhibit M (Additional Hosting Services Terms and Conditions) and Section 19 (Confidentiality) of the Agreement. <u>Except as required for Contractor's website,</u> In no event shall such information be sold or otherwise made available to

County of Los Angeles
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Exhibit M.RF (Additional Hosting Services Terms and Conditions Response Form)
Agreement No. **[**]**

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	purposes of fulfilling its obligations hereunder. Contractor shall not use cookies from any third-party on its web site. A user's refusal to accept a cookie shall not preclude that user from fully utilizing the functionality of the Hosting Services. For purposes of the Agreement, a "cookie" shall mean a block of data that a server on the World Wide Web stores on a client system. When a user returns to the same web site, the browser sends a copy of the cookie back to the server for administrative purposes.		any third-party. Contractor shall use cookies solely for purposes of fulfilling its obligations hereunder. Contractor shall not use cookies from any third-party on its web site. A user's refusal to accept a cookie shall not preclude that user from fully utilizing the functionality of the Hosting Services. For purposes of the Agreement, a "cookie" shall mean a block of data that a server on the World Wide Web stores on a client system. When a user returns to the same web site, the browser sends a copy of the cookie back to the server for administrative purposes.
SECTION 2. (OPERATIONS AND HOSTING SERVICES)			
2.1	Hosting Hardware Maintenance Contractor shall schedule and perform maintenance, including preventive maintenance of Hosting Hardware, including, but not be limited to, the repair or replacement of all (i) non-functioning or under-performing Hosting Hardware or (ii) Hosting Hardware no longer supported by its manufacturer and used by Contractor for hosting the Licensed Software, in order to maintain the Service Levels and compatibility with the Licensed Software, and any Revisions to the Licensed Software, and/or Interfaces.	Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No" <hr/> If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."	Hosting Hardware Maintenance Contractor shall schedule and perform maintenance, including preventive maintenance of Hosting Hardware, including, but not be limited to, the repair or replacement of all (i) non-functioning or under-performing Hosting Hardware or (ii) Hosting Hardware no longer supported by its manufacturer and used by Contractor for hosting the Licensed Software, in order to maintain the Service Levels and compatibility with the Licensed Software, and any Revisions to the Licensed Software, and/or Interfaces.
2.1 Paragraph 2	Based on Hosting Hardware platforms recommended by Contractor, Contractor shall maintain compatibility of the Hosting Services and Licensed Software with new Hosting Hardware, Hosting Software, including firmware, operating system software versions, database software versions, Third-Party Products, and configurations. Contractor shall provide quality assurance, testing processes, and take corrective action in collaboration with County personnel to ensure any Licensed Software and Revisions to the	Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No" <hr/> If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."	Based on Hosting Hardware platforms recommended by Contractor, Contractor shall maintain compatibility of the Hosting Services and Licensed Software with new Hosting Hardware, Hosting Software, including firmware, operating system software versions, database software versions, Third-Party Products, and configurations. Contractor shall provide quality assurance, testing processes, and take corrective action in collaboration with County personnel to

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	Licensed Software are suitable for release. Contractor will provide application upgrades, releases, versions, etc., for all Hosting Software.		ensure any Licensed Software and Revisions to the Licensed Software are suitable for release. Contractor will provide application upgrades, releases, versions, etc., for all Hosting Software.
2.2	Preventative Maintenance Contractor shall create a schedule of required preventative maintenance tasks for the Hosting Environment to ensure that the Hosting Environment and all components thereof are functioning in accordance with this Agreement. Such preventative maintenance tasks include, but are not limited to, the following:	Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No" <hr/> If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes." <hr/>	Preventative Maintenance Contractor shall create a schedule of required preventative maintenance tasks for the Hosting Environment to ensure that the Hosting Environment and all components thereof are functioning in accordance with this Agreement. Such preventative maintenance tasks include, but are not limited to, the following:
2.2 (a)	Updates, Releases, Enhancements, and Versions for Licensed Software, Interfaces, and Hosting Revisions for Hosting Software; and	Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No" <hr/> If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes." <hr/>	Updates, Releases, Enhancements, and Versions for Licensed Software, Interfaces, and Hosting Revisions for Hosting Software; and

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
2.2 (b)	review of Error and other logs to ensure any maintenance required to correct any Errors and restore the Hosting Environment to normal operations is detected and performed in a timely manner and that such information is used to anticipate Errors and make proactive Hosting Error Corrections.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	review of Error and other logs to ensure any maintenance required to correct any Errors and restore the Hosting Environment to normal operations is detected and performed in a timely manner and that such information is used to anticipate Errors and make proactive Hosting Error Corrections.
SECTION 3. (HOSTING ENVIRONMENT)			
3.	Without limiting Contractor's responsibilities described herein or otherwise in the Agreement, Hosting Services shall include the provision of a Hosting Environment to perform in accordance with the Specifications and Service Levels and shall include the following:	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Without limiting Contractor's responsibilities described herein or otherwise in the Agreement, Hosting Services shall include the provision of a Hosting Environment to perform in accordance with the Specifications and Service Levels and shall include the following:
3.1	<p>Technical Environment</p> <p>The Hosting Environment shall include redundant system components, including:</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p>	<p>Technical Environment</p> <p>The Hosting Environment shall include redundant system components, including:</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	
3.1 Bullet 1	Network load balancers, web Servers, application Servers, and database Servers in a redundant configuration as applies to all Production domains;	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Contractor does not have redundant database servers or SQL clustering.</p>	Network load balancers, web Servers, application Servers, and database Servers in a redundant configuration as applies to all Production domains;
3.1 Bullet 2	LAN/WAN infrastructure, including networking equipment for an enterprise class data center LAN, networking equipment for connection to circuits to County facilities, connection cabling, and required peripherals;	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your</p>	LAN/WAN infrastructure, including networking equipment for an enterprise class data center LAN, networking equipment for connection to circuits to County facilities, connection cabling, and required peripherals;

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		<p>proposed revision in the adjacent column using “track changes.”</p> <hr/>	
3.1 Bullet 3	Storage Area Network (“SAN”) using Redundant Array of Independent Disk (“RAID”) and multiple data paths for storing County’s data.	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	Storage Area Network (“SAN”) using Redundant Array of Independent Disk (“RAID”) and multiple data paths for storing County’s data.
3.1 Paragraph 2	The Hosting Environment shall include, and Contractor shall maintain, separate domains for build, test/certification, training, and production. The test/certification environment shall be used to validate all Revisions to the Licensed Software and all Hosting Revisions to the Hosting Software. The Training domain will be hosted on redundant infrastructure. More than one (1) non-production domain may be live on the same hardware server. Certification and Build domains will all be hosted on non-redundant infrastructure. As part of the Hosting Services Contractor shall provide the following Hosting Environment domains as further defined in Exhibit C (Fees; Contractor Professional Services Rates):	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p><u>As part of the payment of the subscription fees outlined in Exhibit C, Contractor will host one (1) production version of the CADS System and provide access to the Programs to County’s System Users for the duration of the Commitment Period. The Hosting Environment shall include, and Contractor shall maintain, separate domains for build, test/certification, training, and production. The test/certification environment shall be used to validate all Revisions to the Licensed Software and all Hosting Revisions to the Hosting Software. The Training domain will be hosted on redundant infrastructure. More than one (1) non-production</u></p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		The annual subscription fees provide for 1 production environment.	domain may be live on the same hardware server. Certification and Build domains will all be hosted on non-redundant infrastructure. As part of the Hosting Services Contractor shall provide the following Hosting Environment domains as further defined in Exhibit C (Fees; Contractor Professional Services Rates);
3.1 Paragraph 2 Bullet 1	Production Infrastructure Domain	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Production Infrastructure Domain
3.1 Paragraph 2 Bullet 2	Certification/Test Infrastructure Domain (full copy)	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Not Applicable.</p>	Certification/Test Infrastructure Domain (full copy)

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
3.1 Paragraph 2 Bullet 3	Training Infrastructure Domain (reference copy)	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Not applicable.</p>	Training Infrastructure Domain (reference copy)
3.2	<p>Physical Environment</p> <p>The Contractor Primary Data Center and Contractor Secondary Data Center facilities consist of multiple data centers each of which are discrete areas and entirely housed within a larger facility (buildings within a building). The Contractor Primary Data Center and Contractor Secondary Data Center:</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<p>Physical Environment</p> <p>The Contractor Primary Data Center and Contractor Secondary Data Center facilities consist of multiple data centers each of which are discrete areas and entirely housed within a larger facility (buildings within a building). The Contractor Primary Data Center and Contractor Secondary Data Center:</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
3.2 Bullet 1	The data centers shall maintain a resiliency/availability rating of 99.9 (i.e., Tier III, as referenced within the Uptime Institute’s Tier classification);	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	The data centers shall maintain a resiliency/availability rating of 99.9 (i.e., Tier III, as referenced within the Uptime Institute’s Tier classification);
3.2 Bullet 2	Are housed in facilities that are designed, built, and maintained according to the FEMA P-361 standard (Design and Construction Guidance for Community Safe Rooms), which defines a safe haven required to survive an EF-5 tornado event;	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	Are housed in facilities that are designed, built, and maintained according to the FEMA P-361 standard (Design and Construction Guidance for Community Safe Rooms), which defines a safe haven required to survive an EF-5 tornado event;
3.2 Bullet 3	Utilize sufficient fire detection and suppression systems and processes that protect County systems and operations and mitigate negative affects to County systems operations in the event of an activation (i.e., VESDA, HFC125 dry agent, secondary backup pre-action dry pipe sprinkler system, etc.);	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific</p>	Utilize sufficient fire detection and suppression systems and processes that protect County systems and operations and mitigate negative affects to County systems operations in the event of an activation (i.e., VESDA, HFC125 dry agent, secondary backup pre-action dry pipe sprinkler system, etc.);

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		<p>concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	
3.2 Bullet 4	Contain dedicated power utility services necessary to maintain operations of the Hosting Environment, including electrical service and components (e.g., utility transformers serving the building and fuel storage to run emergency generators);	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	Contain dedicated power utility services necessary to maintain operations of the Hosting Environment, including electrical service and components (e.g., utility transformers serving the building and fuel storage to run emergency generators);
3.2 Bullet 5	Contain the telecommunications network cable rooms necessary to maintain redundant operations of the Hosting Environment;	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	Contain the telecommunications network cable rooms necessary to maintain redundant operations of the Hosting Environment;

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3.2 Bullet 6	Contain Contractor's on-site hosting personnel;	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor does not retain onsite staff at the data center. The data center is less than 30 minutes away from Contractor's office.</p>	Contain Contractor's on-site hosting personnel;
3.2 Bullet 7	Utilize exterior walls that are made of steel reinforced concrete (a minimum one (1) foot thick); and	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Utilize exterior walls that are made of steel reinforced concrete (a minimum one (1) foot thick); and

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
3.2 Bullet 8	Utilize system of grating, tested to satisfy the FEMA-P361 standard (Design and Construction Guidance for Community Safe Rooms), to protect the air exchange portions of the roof that cover the chilled water systems and generator farms.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Utilize system of grating, tested to satisfy the FEMA-P361 standard (Design and Construction Guidance for Community Safe Rooms), to protect the air exchange portions of the roof that cover the chilled water systems and generator farms.
3.2 Paragraph 2	The Hosting Environment shall include all necessary facilities and redundant Mechanical, Electronic, and Plumbing ("MEP") components to comply with an availability rating of 99.9% (i.e. Tier III, as referenced within the Uptime Institute's Tier classification) to include:	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	The Hosting Environment shall include all necessary facilities and redundant Mechanical, Electronic, and Plumbing ("MEP") components to comply with an availability rating of 99.9% (i.e. Tier III, as referenced within the Uptime Institute's Tier classification) to include:
3.2 (a)	Electrical power infrastructure, including utility-provided electrical power, diesel generators built to support N+2 availability, an on-site fuel supply adequate to support the critical and essential load for at least seventy-two (72) hours, backup local fuel delivered by service providers to	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/>	Electrical power infrastructure, including utility-provided electrical power, diesel generators built to support N+2 availability, an on-site fuel supply adequate to support the critical and essential load for at least seventy-two (72) hours, backup local fuel

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Exhibit M.RF (Additional Hosting Services Terms and Conditions Response Form)

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	ensure uninterrupted fuel replenishment, Uninterruptible Power Supplies (“UPS”) designed to support N+1 availability until generators are online in the event of a disruption of utility-provided power, UPS batteries, Power Distribution Units (“PDUs”), emergency power off systems, hydrogen sensors, power supplies, transfer switches, load banks, breaker panels, and copper cabling;	<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	delivered by service providers to ensure uninterrupted fuel replenishment, Uninterruptible Power Supplies (“UPS”) designed to support N+1 availability until generators are online in the event of a disruption of utility-provided power, UPS batteries, Power Distribution Units (“PDUs”), emergency power off systems, hydrogen sensors, power supplies, transfer switches, load banks, breaker panels, and copper cabling;
3.2 (b)	Heating, ventilation and air conditioning (“HVAC”), and digital controls systems (i.e., building management) systems built to support N+1 availability to ensure optimal cooling to building infrastructure and all equipment locations (i.e. ductworks, computer room air conditioners (“CRAC”) units, condensers, cooling towers, thermostat sensors, hot and cold aisle distribution systems, humidification systems, etc.);	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	Heating, ventilation and air conditioning (“HVAC”), and digital controls systems (i.e., building management) systems built to support N+1 availability to ensure optimal cooling to building infrastructure and all equipment locations (i.e. ductworks, computer room air conditioners (“CRAC”) units, condensers, cooling towers, thermostat sensors, hot and cold aisle distribution systems, humidification systems, etc.);
3.2 (c)	Plumbing/conduit systems for the routing of cabling (copper and fiber optics), air, water, and fire suppression gasses;	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	Plumbing/conduit systems for the routing of cabling (copper and fiber optics), air, water, and fire suppression gasses;

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3.2 (d)	Fire protection systems, including detection and abatement systems, “cross zoned” heat detectors, fire panels, deluge systems, and gaseous system, designed in accordance with industry best practices and all National Fire Protection Association codes and standards;	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	Fire protection systems, including detection and abatement systems, “cross zoned” heat detectors, fire panels, deluge systems, and gaseous system, designed in accordance with industry best practices and all National Fire Protection Association codes and standards;
3.2 (e)	Facilities, including dedicated cage or similar environments, raised floor systems, component racks, cabinets, seismic isolation platforms; and	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	Facilities, including dedicated cage or similar environments, raised floor systems, component racks, cabinets, seismic isolation platforms; and

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3.2 (f)	Internet and other telecommunications connections delivered into dedicated cage environments to provide multiple distribution paths.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Internet and other telecommunications connections delivered into dedicated cage environments to provide multiple distribution paths.
3.2 Paragraph 3	Further facility details regarding the Contractor Primary Data Center and Contractor Secondary Data Center shall be provided by Contractor to County on its request. Contractor agrees to refresh and improve the Contractor data centers during the Term of this Agreement in a manner, determined by Contractor that is consistent with recognized and accepted standards for such facilities.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Further facility details regarding the Contractor Primary Data Center and Contractor Secondary Data Center shall be provided by Contractor to County on its request. Contractor agrees to refresh and improve the Contractor data centers during the Term of this Agreement in a manner, determined by Contractor that is consistent with recognized and accepted standards for such facilities.
3.3 (a)	Contractor shall maintain County's Hosting Environment in Statement on Standards for Attestation Engagements ("SSAE") 18 certified facilities, or facilities of successor certification, with, as to each Data Center:	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific</p>	Contractor shall maintain County's Hosting Environment in Statement on Standards for Attestation Engagements ("SSAE") 18 certified facilities, or facilities of successor certification, with, as to each Data Center:

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		<p>concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	
3.3 (a) Bullet 1	Access controlled through documented procedures;	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	Access controlled through documented procedures;
3.3 (a) Bullet 2	24x7x365 security and technical engineering staff;	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	24x7x365 security and technical engineering staff;

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3.3 (a) Bullet 3	Physical access which requires government-issued picture identifications for access validation and multi-factor authentication for floor access;	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Physical access which requires government-issued picture identifications for access validation and multi-factor authentication for floor access;
3.3 (a) Bullet 4	Video surveillance monitoring on a 24x7x365 basis; and	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Video surveillance monitoring on a 24x7x365 basis; and

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3.3 (a) Bullet 5	Access monitored through internal management and logging systems.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Access monitored through internal management and logging systems.
3.3 (b)	Contractor's physical environments shall be governed by strict Access Control Lists ("ACL") for physical access to the environments. All data and storage cabinets will be contained within Contractor's Data Centers with access only granted to those with a related job responsibility. Both Contractor's Data Centers and the facilities in which they are housed are secured with locks that require proximity cards for physical access.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Contractor's physical environments shall be governed by strict Access Control Lists ("ACL") for physical access to the environments. All data and storage cabinets will be contained within Contractor's Data Centers with access only granted to those with a related job responsibility. Both Contractor's Data Centers and the facilities in which they are housed are secured with locks that require proximity cards for physical access.
3.3 (c)	Contractor shall maintain comprehensive security policies, procedures, and controls to govern, support, and secure the Hosting Environment. Security policies and procedures shall be reviewed and updated on a regular basis. Contractor's security management controls shall be reviewed by an independent third-party firm, on an annual	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific</p>	Contractor shall maintain comprehensive security policies, procedures, and controls to govern, support, and secure the Hosting Environment. Security policies and procedures shall be reviewed and updated on a regular basis. Contractor's security management controls shall be reviewed by an independent third-

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	basis, following SSAE 18 or successor certification, guidelines, and format.	concept(s) below and provide your proposed revision in the adjacent column using "track changes." <hr/>	party firm, on an annual basis, following SSAE 18 or successor certification, guidelines, and format.
3.4	Hosting Environment Security and Wan Connectivity Contractor shall use secure technology to protect County Data, Personal Data, and other Confidential Information of County and the users of the Hosting Services in its storage and transmission between the user and the Hosting Environment, which shall include the following:	Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No" ----- If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes." <hr/>	Hosting Environment Security and Wan Connectivity Contractor shall use secure technology to protect County Data, Personal Data, and other Confidential Information of County and the users of the Hosting Services in its storage and transmission between the user and the Hosting Environment, which shall include the following:
3.4 (a)	WAN Connectivity including primary and secondary communications circuits between the Contractor Primary Data Center and Contractor Secondary Data Center and dual points of demarcation at County. County will provide layer two routing and a circuit between these two (2) points of demarcation, with dedicated bandwidth sufficient to support full failover mode in the event of a circuit failure. County will choose two (2) points of demarcation which are readily and commercially available via public carriers. The circuits will be configured in a manner allowing for automated failover and, at County's option, will be load balanced. The WAN Connectivity will	Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No" ----- If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes." <hr/>	WAN Connectivity including primary and secondary communications circuits between the Contractor Primary Data Center and Contractor Secondary Data Center and dual points of demarcation at County. County will provide layer two routing and a circuit between these two (2) points of demarcation, with dedicated bandwidth sufficient to support full failover mode in the event of a circuit failure. County will choose two (2) points of demarcation which are readily and commercially available via public carriers. The circuits will be configured in a manner allowing for automated failover and, at County's option, will be

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	entrust Secure Socket Layer (“SSL”) signed certificates using a minimum 128 bit encryption. A VPN connection utilizing County’s internet connection will be established utilizing Internet Protocol Security (“IPsec”) with a minimum of 168 bit Triple Data Encryption Standard (“DES”). The VPN connection will represent the failover option in the event the primary and secondary communications circuits are unavailable.		load balanced. The WAN Connectivity will entrust Secure Socket Layer (“SSL”) signed certificates using a minimum 128 bit encryption. A VPN connection utilizing County’s internet connection will be established utilizing Internet Protocol Security (“IPsec”) with a minimum of 168 bit Triple Data Encryption Standard (“DES”). The VPN connection will represent the failover option in the event the primary and secondary communications circuits are unavailable.
3.4 (b)	A network structure protected by redundant clustered firewalls and monitored with intrusion prevention systems. All security systems shall be from leading security industry vendors, implemented in conjunction with Contractor’s third-party security firms, and validated by Contractor’s separate third-party vulnerability/penetration testing firms. The firewall logs shall be reviewed weekly and analyzed proactively by enterprise security management systems to identify security threats. The Hosting Environment shall be safeguarded using Network Address Translation (“NAT”), Internet Protocol (IP) masquerading, port redirection, non-routable IP addressing and ACL’s, multi-factor authentication, and management network segregation.	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	A network structure protected by redundant clustered firewalls and monitored with intrusion prevention systems. All security systems shall be from leading security industry vendors, implemented in conjunction with Contractor’s third-party security firms, and validated by Contractor’s separate third-party vulnerability/penetration testing firms. The firewall logs shall be reviewed weekly and analyzed proactively by enterprise security management systems to identify security threats. The Hosting Environment shall be safeguarded using Network Address Translation (“NAT”), Internet Protocol (IP) masquerading, port redirection, non-routable IP addressing and ACL’s, multi-factor authentication, and management network segregation.
3.4 (c)	Background investigations will be performed in accordance with Contractor’s policies and procedures for all Contractor Personnel performing work at Contractor’s sites under this Agreement. All Contractor’s hosting and support staff shall go through security and privacy training prior to being provided physical access to the Contractor Primary Data Center or Contractor Secondary Data Center.	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	Background investigations will be performed in accordance with Contractor’s policies and procedures for all Contractor Personnel performing work at Contractor’s sites under this Agreement. All Contractor’s hosting and support staff shall go through security and privacy training prior to being provided physical access to the Contractor Primary Data Center or Contractor Secondary Data Center.

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3.4 (d)	Multi-factor devices to access managerial functionality within the environment for administrative access. All user access shall be monitored and managed by the Contractor's security/compliance department. All Servers, Hosting Hardware devices, software applications, user accounts, security devices, and technical services shall be fully audited and managed in real time by enterprise management and notification systems. Any account, physical, environmental, or security change shall be immediately identified and trigger a notification to all Contractor hosting and security staff. Contractor's enterprise management systems shall immediately provide an ISO compliance dashboard showing full compliance status with all applicable environmental controls.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Multi-factor devices to access managerial functionality within the environment for administrative access. All user access shall be monitored and managed by the Contractor's security/compliance department. All Servers, Hosting Hardware devices, software applications, user accounts, security devices, and technical services shall be fully audited and managed in real time by enterprise management and notification systems. Any account, physical, environmental, or security change shall be immediately identified and trigger a notification to all Contractor hosting and security staff. Contractor's enterprise management systems shall immediately provide an ISO compliance dashboard showing full compliance status with all applicable environmental controls.
3.4 (e)	The maintenance of security by restricting access points to all production environments. Strong password rules shall be enforced and the Hosting Environment shall be constantly updated to the vendor-recommended patch levels for security. The Hosting Environment shall be hardened by disabling any non-critical ports, users, protocols, and processes, following vendor's "best practice" recommendations for security. All environmental operating systems access shall require multi-factor authentication.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	The maintenance of security by restricting access points to all production environments. Strong password rules shall be enforced and the Hosting Environment shall be constantly updated to the vendor-recommended patch levels for security. The Hosting Environment shall be hardened by disabling any non-critical ports, users, protocols, and processes, following vendor's "best practice" recommendations for security. All environmental operating systems access shall require multi-factor authentication.

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3.4 (f)	Operations to identify and manage risks and vulnerabilities that could affect the Contractor's ability to provide reliable Hosting Services to County. These processes shall require Contractor management to assign a risk profile to all assets within the Hosting Environment, including Hosting Hardware, software, services, staff, and client data. Each asset and its applicable risk and vulnerabilities shall be tracked, monitored, and reviewed on a regular basis. Any new assets shall be evaluated based upon a risk rating formula. The hosting operations executives shall meet periodically to discuss the risks Contractor is facing. These shall include various aspects of financial and technological risks, including risks introduced by changes in the nature of services provided and processing when applicable. In addition, Contractor's department managers shall meet with its staff on a regular basis to discuss any outstanding issues pertaining to their function within Contractor's organization.	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>The requirement statement is very granular whereas Contractor maintains a risk and vulnerability program inline with HITRUST and SOC.</p>	<p>Operations to identify and manage risks and vulnerabilities that could affect the Contractor's ability to provide reliable Hosting Services to County. These processes shall require Contractor management to assign a risk profile to all assets within the Hosting Environment, including Hosting Hardware, software, services, staff, and client data. Each asset and its applicable risk and vulnerabilities shall be tracked, monitored, and reviewed on a regular basis. Any new assets shall be evaluated based upon a risk rating formula. The hosting operations executives shall meet periodically to discuss the risks Contractor is facing. These shall include various aspects of financial and technological risks, including risks introduced by changes in the nature of services provided and processing when applicable. In addition, Contractor's department managers shall meet with its staff on a regular basis to discuss any outstanding issues pertaining to their function within Contractor's organization. <u>"Contractor shall implement and maintain a risk management program that meets HITRUST and SOC requirements, with internal audits conducted to ensure all implemented standards are maintained."</u></p>
3.4 (g)	Extensive change management policies, procedures, and controls. All non-routine environment changes shall require approvals, extensive testing, and full documentation prior to being implemented within the Hosting Environment.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Extensive change management policies, procedures, and controls. All non-routine environment changes shall require approvals, extensive testing, and full documentation prior to being implemented within the Hosting Environment.

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3.4 (h)	Extensive incident management and monitoring procedures for the Hosting Environment. Contractor shall notify County of any attacks, service interruption, or threatened or suspected breach of security against the Servers and/or Hosting Services in accordance with the requirements of this Agreement, Exhibit E (Service Levels and Performance Standards), and Exhibit F (Business Associate).	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Extensive incident management and monitoring procedures for the Hosting Environment. Contractor shall notify County of any attacks, service interruption, or threatened or suspected breach of security against the Servers and/or Hosting Services in accordance with the requirements of this Agreement, Exhibit E (Service Levels and Performance Standards), and Exhibit F (Business Associate).
3.5 (a)	<p>Hosting Revisions</p> <p>Contractor shall implement Hosting Revisions in the Hosting Environment on a regular basis, provided Contractor shall not knowingly implement such Hosting Revisions if the Hosting Revisions could adversely impact performance of the CADS System without direct coordination with the County Project Manager.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Contractor shall implement Hosting Revisions in the Hosting Environment on a regular basis, provided Contractor shall not knowingly implement such Hosting Revisions if the Hosting Revisions could adversely impact performance of the CADS System without direct coordination with the County Project Manager.
3.5 (b)	Other than the Hosting Services fee, there shall be no other change or cost to County associated with Hosting Revisions.	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p>	Other than the Hosting Services fee or as otherwise set forth below , there shall be no other change or cost to County associated with Hosting Revisions.

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		<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>If County needs to store additional years of data they may do so for a fee of \$10K/year.</p>	Contractor reserves the right to periodically archive and/or purge all data after five (5) years. Should County need to store additional data after five (5) years, they may do so in exchange for an annual fee of \$10,000 per year for each additional year of data stored.
3.5 (c)	Any Hosting Revisions are expected to comply with federal and state laws and regulations at no additional cost over the monthly Hosting Services fee for Hosting Services under the Agreement.	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	Any Hosting Revisions are expected to comply with federal and state laws and regulations at no additional cost over the monthly Hosting Services fee for Hosting Services under the Agreement.
3.5 (d)	Contractor shall provide County with Hosting Revisions, revised related Documentation, and, if necessary, modified procedures, to correct any failure of the Hosting Environment to operate in accordance with the Specifications.	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific</p>	Contractor shall provide County with Hosting Revisions, revised related Documentation, and, if necessary, modified procedures, to correct any failure of the Hosting Environment to operate in accordance with the Specifications.

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		concept(s) below and provide your proposed revision in the adjacent column using "track changes."	
3.6	Hosting Hardware Refresh Services Throughout the Term, Contractor shall review at least once every twelve (12) calendar months the performance of the Hosting Environment to determine the need for Refresh Services to the Hosting Hardware currently being used to provide the Hosting Services. Contractor shall provide all Hosting Services required to implement this Section 3.6 (Hosting Hardware Refresh Services) at no additional charge to County except to the extent included in Exhibit C (Fees; Contractor Professional Services Rates) or as otherwise approved in a Statement of Work. Contractor will upgrade and replace all Hosting Hardware in accordance with (a) the technical architecture and standards and timeframes required pursuant to any Statement of Work, and (b) as otherwise required to deliver the Hosting Services in accordance with this Agreement. The Services provided pursuant to this Section 3.6 (Hosting Hardware Refresh Services) are collectively referred to as " Refresh Services " and require County Approval prior to implementation.	Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No" <hr/> If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes." <hr/> If Refresh Services are required because of an approved growth event then there will be additional fees due.	Hosting Hardware Refresh Services Throughout the Term, Contractor shall review at least once every twelve (12) calendar months the performance of the Hosting Environment to determine the need for Refresh Services to the Hosting Hardware currently being used to provide the Hosting Services. Contractor shall provide all Hosting Services required to implement this Section 3.6 (Hosting Hardware Refresh Services) at no additional charge to County except to the extent <u>included in Exhibit C (Fees; Contractor Professional Services Rates) or as otherwise approved in a Statement of Work</u> such <u>Hardware Refresh is needed due to an Approved Physical Growth Event</u> . Contractor will upgrade and replace all Hosting Hardware in accordance with (a) the technical architecture and standards and timeframes required pursuant to any Statement of Work, and (b) as otherwise required to deliver the Hosting Services in accordance with this Agreement. The Services provided pursuant to this Section 3.6 (Hosting Hardware Refresh Services) are collectively referred to as " Refresh Services " and require County Approval prior to implementation.
SECTION 4. (IN-HOUSE SOLUTION)			
4.	Upon County's election, Contractor agrees to make the Licensed Software and Hardware available to County to utilize from County internal facilities or its designated	Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"	<u>Upon County's election, Contractor agrees to make the Licensed Software and Hardware available to County to utilize from County internal facilities or its</u>

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	third-party data center (the “ In-House Solution ”). At any time during the term of this Agreement, County may, in its sole discretion, elect to transition the Hosting Services to an In-House Solution and terminate the Hosting Services, for no additional license fee as to the Licensed Software. Should County elect to transition the Hosting Services to an In-House Solution and terminate the Hosting Services, County will notify Contractor in writing of its election to transition concurrently with its notice of termination of the Hosting Services. Upon such notice, Contractor and County will work together to develop a migration plan and Contractor will provide County with the following: (a) the cost of required Hardware and Third-Party Products necessary to operate the In-House Solution; and (b) Optional Work necessary for the transition pursuant to a mutually agreed Statement of Work.	<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Not Applicable. We do not offer an in-house solution.</p>	<p>designated third-party data center (the “In-House Solution”). At any time during the term of this Agreement, County may, in its sole discretion, elect to transition the Hosting Services to an In-House Solution and terminate the Hosting Services, for no additional license fee as to the Licensed Software. Should County elect to transition the Hosting Services to an In-House Solution and terminate the Hosting Services, County will notify Contractor in writing of its election to transition concurrently with its notice of termination of the Hosting Services. Upon such notice, Contractor and County will work together to develop a migration plan and Contractor will provide County with the following: (a) the cost of required Hardware and Third-Party Products necessary to operate the In-House Solution; and (b) Optional Work necessary for the transition pursuant to a mutually agreed Statement of Work.</p>
4. Paragraph 2	In the event of such an election, (i) the license grants will continue as provided in the Agreement; (ii) any recurring fees associated with any Hosted Services shall stop on the date of County’s Acceptance of the In-House Solution; and (iii) all other terms of the Agreement shall remain unchanged, provided that Exhibit E (Service Levels and Performance Standards) would require modifications depending on the nature of the Services terminated and/or retained by County.	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Not Applicable.</p>	<p>In the event of such an election, (i) the license grants will continue as provided in the Agreement; (ii) any recurring fees associated with any Hosted Services shall stop on the date of County’s Acceptance of the In-House Solution; and (iii) all other terms of the Agreement shall remain unchanged, provided that Exhibit E (Service Levels and Performance Standards) would require modifications depending on the nature of the Services terminated and/or retained by County.</p>
4. Paragraph 3	Acceptance of the In-House Solution shall mean the In-House Solution is operating on the Recommended Configuration in material conformance with the Specifications. Acceptance Testing shall commence, as	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/>	<p>Acceptance of the In-House Solution shall mean the In-House Solution is operating on the Recommended Configuration in material conformance with the Specifications. Acceptance Testing shall commence, as</p>

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	provided in Section 12 (Acceptance) of the Agreement, upon Contractor's written notification to County that the implementation Services described above have been completed and that the In-House Solution is ready for Use by County in a Production Environment. For the purposes of this Section 4 (In-House Solution), the term "Use" means to copy, install, access, execute, operate, and run the In-House Solution for test, development, and production purposes. For purposes of this Section, "Recommended Configuration" for the In-House Solution developed upon County's election of the In-House Solution option, shall mean the computer platform(s), operating system(s), applications, interface engine, network infrastructure, connectivity, and workstation configurations recommended by Contractor for use with the In-House Solution.	<p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Not Applicable.</p>	<p>provided in Section 12 (Acceptance) of the Agreement, upon Contractor's written notification to County that the implementation Services described above have been completed and that the In-House Solution is ready for Use by County in a Production Environment. For the purposes of this Section 4 (In-House Solution), the term "Use" means to copy, install, access, execute, operate, and run the In-House Solution for test, development, and production purposes. For purposes of this Section, "Recommended Configuration" for the In-House Solution developed upon County's election of the In-House Solution option, shall mean the computer platform(s), operating system(s), applications, interface engine, network infrastructure, connectivity, and workstation configurations recommended by Contractor for use with the In-House Solution.</p>
SECTION 5. (ADDITIONAL WARRANTIES)			
5.	The following language is to be added to Section 17.1 (Contractor's Warranties) of the Agreement in addition to the Warranties requirements in the Agreement.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	The following language is to be added to Section 17.1 (Contractor's Warranties) of the Agreement in addition to the Warranties requirements in the Agreement.
5.1	<p>No Delivery of Software</p> <p>Contractor represents and warrants that, in connection with Hosting Services, Contractor shall not deliver for</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p>	<p>No Delivery of Software</p> <p>Contractor represents and warrants that, in connection with Hosting Services, Contractor shall not</p>

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	installation on County's systems any software or programming, whether created or developed by Contractor or a third-party, except in connection with Contractor's provision of the Hosting Services or other Services under this Agreement.	<p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p>	deliver for installation on County's systems any software or programming, whether created or developed by Contractor or a third-party, except in connection with Contractor's provision of the Hosting Services or other Services under this Agreement.
5.2	<p>Services Not to Be Withheld or Suspended</p> <p>Contractor represents and warrants that, provided County continues to timely make all undisputed payments, during the Term of this Agreement, Contractor will not withhold or suspend Hosting Services provided hereunder, for any reason, including but not limited to a Dispute between the Parties arising under this Agreement.</p>	<p>Do you accept this provision?</p> <p><input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <p>Contractor clarified this provision.</p>	<p>Services Not to Be Withheld or Suspended</p> <p>Contractor represents and warrants that, provided County continues to timely make all undisputed payments <u>or County is not in material breach of the Agreement</u>, during the Term of this Agreement, Contractor will not withhold or suspend Hosting Services provided hereunder, for any reason, including but not limited to a Dispute between the Parties arising under this Agreement.</p>
SECTION 6. (CONFIDENTIALITY)			
6.	The following language is to be added to Section 19 (Confidentiality) of the Agreement in addition to the confidentiality requirements in Agreement.	<p>Do you accept this provision?</p> <p><input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your</p>	The following language is to be added to Section 19 (Confidentiality) of the Agreement in addition to the confidentiality requirements in Agreement.

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		<p>proposed revision in the adjacent column using “track changes.”</p> <hr/>	
6.1	<p>Solicitation of County Users</p> <p>During the Term of the Agreement and thereafter in perpetuity, Contractor agrees not to use Personal Data, whether directly or indirectly, to target or solicit County users or those of its subsidiaries, affiliates with County or commit any other act, or assist others to commit any other act, which , and joint ventures, as such, on behalf of itself or any third-party, including but not limited to, on behalf of entities that provide healthcare related services in direct competition might injure the business of County. Contractor agrees that it will not use or sell to others lists containing information obtained in connection with this Agreement about any County users. Nothing contained herein shall preclude Contractor from providing services to any County user who independently contacts Contractor, who is responding to a general solicitation of Contractor, or is contacted by Contractor based on information independently derived by Contractor.</p>	<p>Do you accept this provision?</p> <p><input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>Solicitation of County Users</p> <p>During the Term of the Agreement and thereafter in perpetuity, Contractor agrees not to use Personal Data, whether directly or indirectly, to target or solicit County users or those of its subsidiaries, affiliates with County or commit any other act, or assist others to commit any other act, which , and joint ventures, as such, on behalf of itself or any third-party, including but not limited to, on behalf of entities that provide healthcare related services in direct competition might injure the business of County. Contractor agrees that it will not use or sell to others lists containing information obtained in connection with this Agreement about any County users. Nothing contained herein shall preclude Contractor from providing services to any County user who independently contacts Contractor, who is responding to a general solicitation of Contractor, or is contacted by Contractor based on information independently derived by Contractor.</p>
6.2	<p>County Data</p> <p>For the avoidance of doubt, all County Data shall be treated by Contractor as Confidential Information under this Agreement even if such County Data, or portions thereof, would otherwise fall under one or more of the foregoing exceptions.</p>	<p>Do you accept this provision?</p> <p><input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your</p> <hr/>	<p>County Data</p> <p>For the avoidance of doubt, all County Data shall be treated by Contractor as Confidential Information under this Agreement even if such County Data, or portions thereof, would otherwise fall under one or more of the foregoing exceptions.</p>

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		<p>proposed revision in the adjacent column using “track changes.”</p> <hr/>	
SECTION 7. (SECURITY)			
7.	The following language is to be added to Section 20 (Security) of the Agreement in addition to the security requirements in the Agreement.	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	The following language is to be added to Section 20 (Security) of the Agreement in addition to the security requirements in the Agreement.
7.1	<p>Storage of Personal Data</p> <p>All Personal Data must be stored in a physically and logically secure environment that protects it from unauthorized access, modification, theft, misuse, and destruction. In addition to the general standards set forth above, Contractor will maintain an adequate level of physical security controls over its facilities including, but not limited to, appropriate alarm systems, fire suppression, access controls (including off-hour controls) which may include visitor access procedures, security guard force, video surveillance, and staff egress searches. Further,</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>Storage of Personal Data</p> <p>All Personal Data must be stored in a physically and logically secure environment that protects it from unauthorized access, modification, theft, misuse, and destruction. In addition to the general standards set forth above, Contractor will maintain an adequate level of physical security controls over its facilities including, but not limited to, appropriate alarm systems, fire suppression, access controls (including off-hour controls) which may include visitor access procedures, security guard force, video surveillance,</p>

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	Contractor will maintain an adequate level of data security controls, including, but not limited to, logical access controls including user sign-on identification and authentication, data access controls (e.g., password protection of your applications, data files, and libraries), accountability tracking, anti-virus software, secured printers, restricted download to disk capability, and provision for system backup.		and staff egress searches. Further, Contractor will maintain an adequate level of data security controls, including, but not limited to, logical access controls including user sign-on identification and authentication, data access controls (e.g., password protection of your applications, data files, and libraries), accountability tracking, anti-virus software, secured printers, restricted download to disk capability, and provision for system backup.
SECTION 8. (DISASTER RECOVERY AND BUSINESS CONTINUITY)			
8.	The following language is to be added to the Section 22 (Disaster Recovery/Business Continuity) of the Agreement.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	The following language is to be added to the Section 22 (Disaster Recovery/Business Continuity) of the Agreement.
8.1	<p>Disaster Recovery and Business Continuity Plan</p> <p>Contractor shall establish, implement, and maintain business continuity, recovery, and disruption avoidance procedures for those facilities where the Hosting Services will be performed and for the personnel performing the Services that conform with the Business Continuity Guidelines as described in Exhibit M.1 (Business Continuity Guidelines). Contractor shall provide County with a written copy of its disaster recovery and business continuity plan ("DR/BC Plan") as Exhibit M.1-1 (Disaster Recovery and Business Continuity Plan) and all updates thereto during</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<p>Disaster Recovery and Business Continuity Plan</p> <p>Contractor shall establish, implement, and maintain business continuity, recovery, and disruption avoidance procedures for those facilities where the Hosting Services will be performed and for the personnel performing the Services that conform with the Business Continuity Guidelines as described in Exhibit M.1 (Business Continuity Guidelines). Contractor shall provide County with a written copy of its disaster recovery and business continuity plan ("DR/BC Plan") as Exhibit M.1-1 (Disaster Recovery</p>

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	the Term of this Agreement. Any future updates or revisions to the DR/BC Plan, processes, and procedures shall be no less protective than the DR/BC Plan in effect as of the Effective Date. In addition to the requirements stated in this Section 8 (Disaster Recovery and Business Continuity), Exhibit M.1 (Business Continuity Guidelines), any recovery-specific addendums provided by County that reference this Agreement or the relevant Statements of Work may provide additional detailed specifications for recovery as appropriate to County's requirements.		and Business Continuity Plan) and all updates thereto during the Term of this Agreement. Any future updates or revisions to the DR/BC Plan, processes, and procedures shall be no less protective than the DR/BC Plan in effect as of the Effective Date. In addition to the requirements stated in this Section 8 (Disaster Recovery and Business Continuity), Exhibit M.1 (Business Continuity Guidelines), any recovery-specific addendums provided by County that reference this Agreement or the relevant Statements of Work may provide additional detailed specifications for recovery as appropriate to County's requirements.
8.1 Paragraph 2	In the event of an unplanned interruption of the Hosting Services, Contractor's alternate data center will be invoked, with production computing systems being recovered first, followed by non-production computing systems. In an unplanned interruption of the Hosting Services, Contractor will use reasonable efforts to recover County systems and Hosting Services as quickly as possible.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	In the event of an unplanned interruption of the Hosting Services, Contractor's alternate data center will be invoked, with production computing systems being recovered first, followed by non-production computing systems. In an unplanned interruption of the Hosting Services, Contractor will use reasonable efforts to recover County systems and Hosting Services as quickly as possible.
8.1 Paragraph 3	In the event of an unplanned interruption of the Hosting Services, Contractor's emergency response team will be mobilized. The CADS System backups will be used to recover the production Hosting Services in the Contractor Secondary Data Center, equipment (e.g., servers, storage) will be provisioned as quickly as possible, and recovery of County's production Hosting Services will begin. As County's recovery processes complete, County will be notified to begin testing the recovered Hosting Services in	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	In the event of an unplanned interruption of the Hosting Services, Contractor's emergency response team will be mobilized. The CADS System backups will be used to recover the production Hosting Services in the Contractor Secondary Data Center, equipment (e.g., servers, storage) will be provisioned as quickly as possible, and recovery of County's production Hosting Services will begin. As County's recovery processes complete, County will be notified to begin testing the

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	preparation to return the Hosting Services to the end-users.		recovered Hosting Services in preparation to return the Hosting Services to the end-users.
8.2	Plan Audit Contractor shall have an annual audit performed of its DR/BC Plan, and shall provide County with a summary of: (a) the results of the audit report, and (b) the corrective actions or modifications, if any, Contractor will implement in response to the audit.	Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No" <hr/> If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes." <hr/> Contractor can provide a management report at the request of the County.	Plan Audit Contractor shall have an annual audit performed of its DR/BC Plan, and shall <u>when requested by County</u> provide County with a summary of: (a) the results of the audit report, and (b) the corrective actions or modifications, if any, Contractor will implement in response to the audit.
8.3	Plan Testing On at least an annual basis, Contractor shall test its DR/BC Plan, including activation of its backup facilities and capabilities, and review and update the DR/BC Plan accordingly. Within thirty (30) calendar days of completion of each such test, Contractor shall provide County with a summary of the test results and actions taken in response to the test of the DR/BC Plan. Contractor shall provide reasonable evidence that any identified deficiencies discovered through either testing or an audit have been corrected and verified through additional testing.	Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No" <hr/> If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."	Plan Testing On at least an annual basis, Contractor shall test its DR/BC Plan, including activation of its backup facilities and capabilities, and review and update the DR/BC Plan accordingly. Within thirty (30) calendar days of completion of each such test. <u>At the request of the County,</u> Contractor shall provide County with a summary of the test results and actions taken in response to the test of the DR/BC Plan. Contractor shall provide reasonable evidence that any identified deficiencies discovered through either testing or an

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		Contractor can provide a management report at the request of the County.	audit have been corrected and verified through additional testing.
8.4	Onsite Review of Contractor Facilities Upon reasonable advance written notice, County may, at its option, elect to conduct onsite reviews of Contractors' facilities for, but not limited to:	Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No" <hr/> If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes." <hr/>	Onsite Review of Contractor Facilities Upon reasonable advance written notice, County may, at its option, elect to conduct onsite reviews of Contractors' facilities for, but not limited to:
8.4 (a)	assessing the viability of recovery processes, procedures, and facilities;	Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No" <hr/> If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes." <hr/>	assessing the viability of recovery processes, procedures, and facilities;

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8.4 (b)	ensuring that Contractor Personnel are fully aware and currently trained on recovery processes and procedures; and	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	ensuring that Contractor Personnel are fully aware and currently trained on recovery processes and procedures; and
8.4 (c)	assessing the safety and soundness of primary and recovery facilities.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	assessing the safety and soundness of primary and recovery facilities.
8.5	Recovery Time Requirement Contractor shall provide business continuity for both production use and business continuity environments	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p>	Recovery Time Requirement Contractor shall provide business continuity for both production use and business continuity environments

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	<p>according to the DR/BC Plan as described in Exhibit M.1-1 (Disaster Recovery and Business Continuity Plan), which shall include providing a Hosting Environment at a High Availability. “High Availability” shall mean the availability of Contractor Secondary Data Center to be utilized in the event the Contractor's Primary Data Center becomes unavailable, is malfunctioning or otherwise fails to meet Specifications. In an unplanned interruption of the Hosting Services, Contractor will recover the Hosting Services as quickly as possible, and Contractor will escalate the issue to the Contractor Project Director. Working with the joint County/Contractor situation management teams, Contractor will establish an estimated time for recovery of the Hosting Services and coordinate with County to implement the most appropriate ongoing communication plan until the Hosting Services have been recovered. The Contractor Secondary Data Center becomes available for Production Use in [REDACTED] () hour or less from an event in which the Contractor Primary Data Center becomes unavailable, is malfunctioning or otherwise fails to meet Specifications (“Recovery Time Objective.”) Also, Contractors Secondary Data Center will become available for Production Use with loss of data submitted by user limited to [REDACTED] () minutes or less, for transactions that have not been committed to the database at the time of failure in the Contractor Primary Data Center (“Recovery Point Objective”).</p>	<p>-----</p> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <p>-----</p> <p>This assumes a 24-hour RPO and a 3-day RTO.</p>	<p>according to the DR/BC Plan as described in Exhibit M.1-1 (Disaster Recovery and Business Continuity Plan), which shall include providing a Hosting Environment at a High Availability. “High Availability” shall mean the availability of Contractor Secondary Data Center to be utilized in the event the Contractor's Primary Data Center becomes unavailable, is malfunctioning or otherwise fails to meet Specifications. In an unplanned interruption of the Hosting Services, Contractor will recover the Hosting Services as quickly as possible, and Contractor will escalate the issue to the Contractor Project Director. Working with the joint County/Contractor situation management teams, Contractor will establish an estimated time for recovery of the Hosting Services and coordinate with County to implement the most appropriate ongoing communication plan until the Hosting Services have been recovered. The Contractor Secondary Data Center becomes available for Production Use in [REDACTED] () hour or less from an event in which the Contractor Primary Data Center becomes unavailable, is malfunctioning or otherwise fails to meet Specifications (“Recovery Time Objective.”) Also, Contractors Secondary Data Center will become available for Production Use with loss of data submitted by user limited to [REDACTED] () minutes or less, for transactions that have not been committed to the database at the time of failure in the Contractor Primary Data Center (“Recovery Point Objective”).</p>
8.6	<p>Contractor Secondary Data Center</p> <p>As of the Effective Date, Contractor shall have a Secondary Data Center in an alternate location deemed to be geographically dispersed. The Contractor Secondary Data Center shall not be located on the same electrical power grid or same telecommunications lines or the same: (a) floodplain, (b) line of prevailing weather patterns, (c) earthquake fault zone, or (d) tsunami susceptible coastal region as the Contractor Primary Data Center. Contractor</p>	<p>Do you accept this provision?</p> <p><input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <p>-----</p> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p>	<p>Contractor Secondary Data Center</p> <p>As of the Effective Date, Contractor shall have a Secondary Data Center in an alternate location deemed to be geographically dispersed. The Contractor Secondary Data Center shall not be located on the same electrical power grid or same telecommunications lines or the same: (a) floodplain, (b) line of prevailing weather patterns, (c) earthquake fault zone, or (d) tsunami susceptible coastal region as</p>

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	shall ensure the recovery site will be properly equipped with sufficient backup generators dedicated for Contractor's use to support all Services, with the amount of fuel on-site that will enable the site to operate for seventy-two (72) hours or whatever the local maximum fuel storage regulations will allow. Contractor shall provide a written confirmation that it has in place written agreements with primary and backup local fuel service providers to ensure uninterrupted replenishment of Contractor's supplies. Contractor shall provide written confirmation that its local fuel suppliers are not dependent on public commercial power in order to fulfill this requirement. Contractor is committed to continuous operation of the Hosting Environment including fuel for its redundant generators, however, the specific generator load capacity in the event of an outage is dependent on the conditions and cannot be specifically identified. Contractor shall ensure that the DR/BC Plan and recovery processes and procedures support relocation of Hosting Services performed to the recovery site to meet the requirements of this Agreement and all applicable Service Levels.		the Contractor Primary Data Center. Contractor shall ensure the recovery site will be properly equipped with sufficient backup generators dedicated for Contractor's use to support all Services, with the amount of fuel on-site that will enable the site to operate for seventy-two (72) hours or whatever the local maximum fuel storage regulations will allow. Contractor shall provide a written confirmation that it has in place written agreements with primary and backup local fuel service providers to ensure uninterrupted replenishment of Contractor's supplies. Contractor shall provide written confirmation that its local fuel suppliers are not dependent on public commercial power in order to fulfill this requirement. Contractor is committed to continuous operation of the Hosting Environment including fuel for its redundant generators, however, the specific generator load capacity in the event of an outage is dependent on the conditions and cannot be specifically identified. Contractor shall ensure that the DR/BC Plan and recovery processes and procedures support relocation of Hosting Services performed to the recovery site to meet the requirements of this Agreement and all applicable Service Levels.
8.7	DR/BC Plan Submission If the recovery facility is not permanently dedicated to recovery of services provided to County, Contractor shall provide documented procedures and agreements with any other user of the facility that such users will be preempted to provide the capacity to meet the requirements of this Agreement. Contractor shall ensure the DR/BC Plan and recovery processes and procedures support relocation of Services to the recovery site to meet the requirements of this Agreement and all applicable Service Levels. The DR/BC Plan and all recovery processes, policies, and facilities must be submitted to County for approval by four (4) weeks prior to the start of provision of the Hosting Services covered by this Agreement. The DR/BC Plan shall	Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No" <hr/> If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."	DR/BC Plan Submission If the recovery facility is not permanently dedicated to recovery of services provided to County, Contractor shall provide documented procedures and agreements with any other user of the facility that such users will be preempted to provide the capacity to meet the requirements of this Agreement. Contractor shall ensure the DR/BC Plan and recovery processes and procedures support relocation of Services to the recovery site to meet the requirements of this Agreement and all applicable Service Levels. The DR/BC Plan and all recovery processes, policies, and facilities must be submitted to County for approval by four (4) weeks prior to the start of provision of the

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	be tested prior to the start of provision of the Hosting Services covered by this Agreement.		Hosting Services covered by this Agreement. The DR/BC Plan shall be tested prior to the start of provision of the Hosting Services covered by this Agreement.
8.8	Backup Copies Contractor shall create daily backup copies of all County Data and other work related to the Services and shall transmit (either electronically or via physical backup media) such copies to a backup facility each day such that the maximum data loss from the complete loss of the primary facility is no more than twenty-four (24) hours. The backup facility must be in a secured and accessible location that is geographically dispersed from the primary facility.	Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No" <hr/> If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes." <hr/>	Backup Copies Contractor shall create daily backup copies of all County Data and other work related to the Services and shall transmit (either electronically or via physical backup media) such copies to a backup facility each day such that the maximum data loss from the complete loss of the primary facility is no more than twenty-four (24) hours. The backup facility must be in a secured and accessible location that is geographically dispersed from the primary facility.
8.9	Alternate Sites or Storage Facilities Contractor shall ensure that the provisions for information security, physical security, and information privacy specified in this Agreement are implemented at any alternate or backup site or storage facility and for any information transmitted between the primary site and alternate sites or storage facilities.	Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No" <hr/> If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes." <hr/>	Alternate Sites or Storage Facilities Contractor shall ensure that the provisions for information security, physical security, and information privacy specified in this Agreement are implemented at any alternate or backup site or storage facility and for any information transmitted between the primary site and alternate sites or storage facilities.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
8.10	Right to Terminate In the event Contractor fails to develop the foregoing recovery site and continuity practices described within this Section 8 (Disaster Recovery and Business Continuity) within the prescribed time, County may, in its sole discretion, terminate this Agreement without further obligation, including payment of any stranded costs.	Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No" <hr/> If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes." <hr/>	Right to Terminate In the event Contractor fails to develop the foregoing recovery site and continuity practices described within this Section 8 (Disaster Recovery and Business Continuity) within the prescribed time, County may, in its sole discretion, terminate this Agreement without further obligation, including payment of any stranded costs.
8.11	Force Majeure Not Applicable The provisions of Section 29.1 (Force Majeure) of the Agreement relating to events of force majeure shall not relieve Contractor of its obligations under this Section 8 (Disaster Recovery and Business Continuity).	Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No" <hr/> If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes." <hr/>	Force Majeure Not Applicable The provisions of Section 29.1 (Force Majeure) of the Agreement relating to events of force majeure shall not relieve Contractor of its obligations under this Section 8 (Disaster Recovery and Business Continuity).
SECTION 9. (HOSTING SERVICES ASSUMPTIONS REGARDING INFRASTRUCTURE DOMAINS)			
9.	The Hosting Services are provided with the assumption that the following infrastructure domains will be provided by Contractor:	Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No" <hr/> If "No," state clearly your objection(s) to the specific	The Hosting Services are provided with the assumption that the following infrastructure domains will be provided by Contractor:

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		<p>concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	
9. Paragraph 2 (Table)	<p>Production Infrastructure Domain:</p> <p>One (1) Production Infrastructure Domain available in accordance with the Implementation Services and Exhibit A.5 (Project Work Plan) and continuing through the Support Term.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	
9. Paragraph 2 (Table)	<p>Certification Infrastructure Domain (Non-Production):</p> <p>One (1) Certification Infrastructure Domain (Non-Production) available in accordance with the Implementation Services and Exhibit A.5 (Project Work Plan) and continuing through the Support Term (this Infrastructure Domain utilizes a full Data copy of the Production Infrastructure Domain). (Note: The certification domain is used for ongoing testing and end-user training.)</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>Certification Infrastructure Domain (Non-Production): One (1) Certification Infrastructure Domain (Non-Production) available in accordance with the Implementation Services and Exhibit A.5 (Project Work Plan) and continuing through the Support Term (this Infrastructure Domain utilizes a full Data copy of the Production Infrastructure Domain). (Note: The certification domain is used for ongoing testing and end-user training.)</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		Not applicable – we provide 1 production database.	
9. Paragraph 2 (Table)	Build Infrastructure Domain (Non-Production): One (1) Build Infrastructure Domain (Non-Production) available in accordance with the Implementation Services and Exhibit A.5 (Project Work Plan) and continuing through the Support Term (this Infrastructure Domain utilizes a full Data copy of the Production Infrastructure Domain).	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Not applicable – we provide 1 production database.</p>	Build Infrastructure Domain (Non-Production): One (1) Build Infrastructure Domain (Non-Production) available in accordance with the Implementation Services and Exhibit A.5 (Project Work Plan) and continuing through the Support Term (this Infrastructure Domain utilizes a full Data copy of the Production Infrastructure Domain).
9. Paragraph 2 (Table)	Training Infrastructure Domain (Non-Production): One (1) Training Infrastructure Domain (Non-Production) available in accordance with the Implementation Services and Exhibit A.5 (Project Work Plan) and continuing through the Support Term (this Infrastructure Domain utilizes a reference Data copy of the appropriate source Infrastructure Domain, and does not include a full copy of the Production Infrastructure Domain).	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Not applicable – we provide 1 production database.</p>	Training Infrastructure Domain (Non-Production): One (1) Training Infrastructure Domain (Non-Production) available in accordance with the Implementation Services and Exhibit A.5 (Project Work Plan) and continuing through the Support Term (this Infrastructure Domain utilizes a reference Data copy of the appropriate source Infrastructure Domain, and does not include a full copy of the Production Infrastructure Domain).

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
9. Paragraph 2 (Table)	Mock Infrastructure Domain (Non-Production): One (1) Mock Infrastructure Domain (Non-Production) to support the implementation of Mock Upgrades available in accordance with the Implementation Services and Exhibit A.5 (Project Work Plan) and continuing through the Support Term (this Infrastructure Domain utilizes a reference Data copy of the Production Infrastructure Domain, and does not include a full copy of the Production Infrastructure Domain).	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Not applicable – we provide 1 production database.</p>	<p>Mock Infrastructure Domain (Non-Production): One (1) Mock Infrastructure Domain (Non-Production) to support the implementation of Mock Upgrades available in accordance with the Implementation Services and Exhibit A.5 (Project Work Plan) and continuing through the Support Term (this Infrastructure Domain utilizes a reference Data copy of the Production Infrastructure Domain, and does not include a full copy of the Production Infrastructure Domain).</p>
9. Paragraph 2 (Table)	Training Infrastructure Domain 2 (Non-Production): One additional (1) Training Infrastructure Domain (Non-Production) available in accordance with the Implementation Services and Exhibit A.5 (Project Work Plan) and continuing through the Support Term (this Infrastructure Domain utilizes a reference Data copy of the appropriate source Infrastructure Domain, and does not include a full copy of the Production Infrastructure Domain).	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Not applicable -we provide 1 production database.</p>	<p>Training Infrastructure Domain 2 (Non-Production): One additional (1) Training Infrastructure Domain (Non-Production) available in accordance with the Implementation Services and Exhibit A.5 (Project Work Plan) and continuing through the Support Term (this Infrastructure Domain utilizes a reference Data copy of the appropriate source Infrastructure Domain, and does not include a full copy of the Production Infrastructure Domain).</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
9. Paragraph 2 (Table)	Sandbox Infrastructure Domain (Non-Production): One (1) Sandbox Infrastructure Domain (Non-Production) available in accordance with the Implementation Services and Exhibit A.5 (Project Work Plan) and continuing through the Support Term (this Infrastructure Domain utilizes a reference Data copy of the appropriate source Infrastructure Domain, and does not include a full copy of the Production Infrastructure Domain).	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Not applicable – we provide 1 production database.</p>	<p>Sandbox Infrastructure Domain (Non-Production): One (1) Sandbox Infrastructure Domain (Non-Production) available in accordance with the Implementation Services and Exhibit A.5 (Project Work Plan) and continuing through the Support Term (this Infrastructure Domain utilizes a reference Data copy of the appropriate source Infrastructure Domain, and does not include a full copy of the Production Infrastructure Domain).</p>



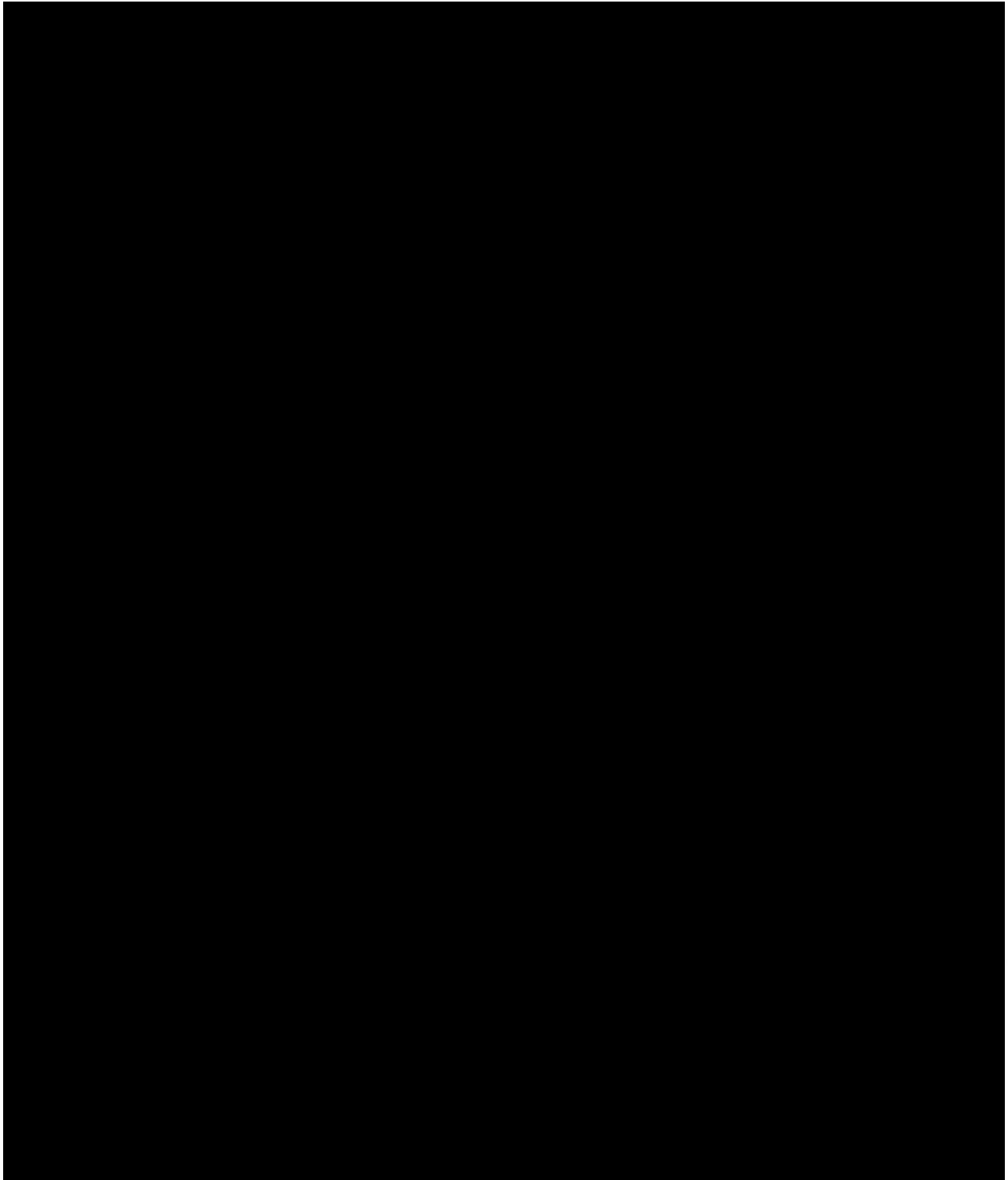
**COST ACCOUNTING AND DECISION SUPPORT SYSTEM
AND SERVICES**

REQUEST FOR PROPOSALS

EXHIBIT U (CONTRACTOR DILIGENCE AND INFORMATION SECURITY QUESTIONNAIRE)

#CADSS2019

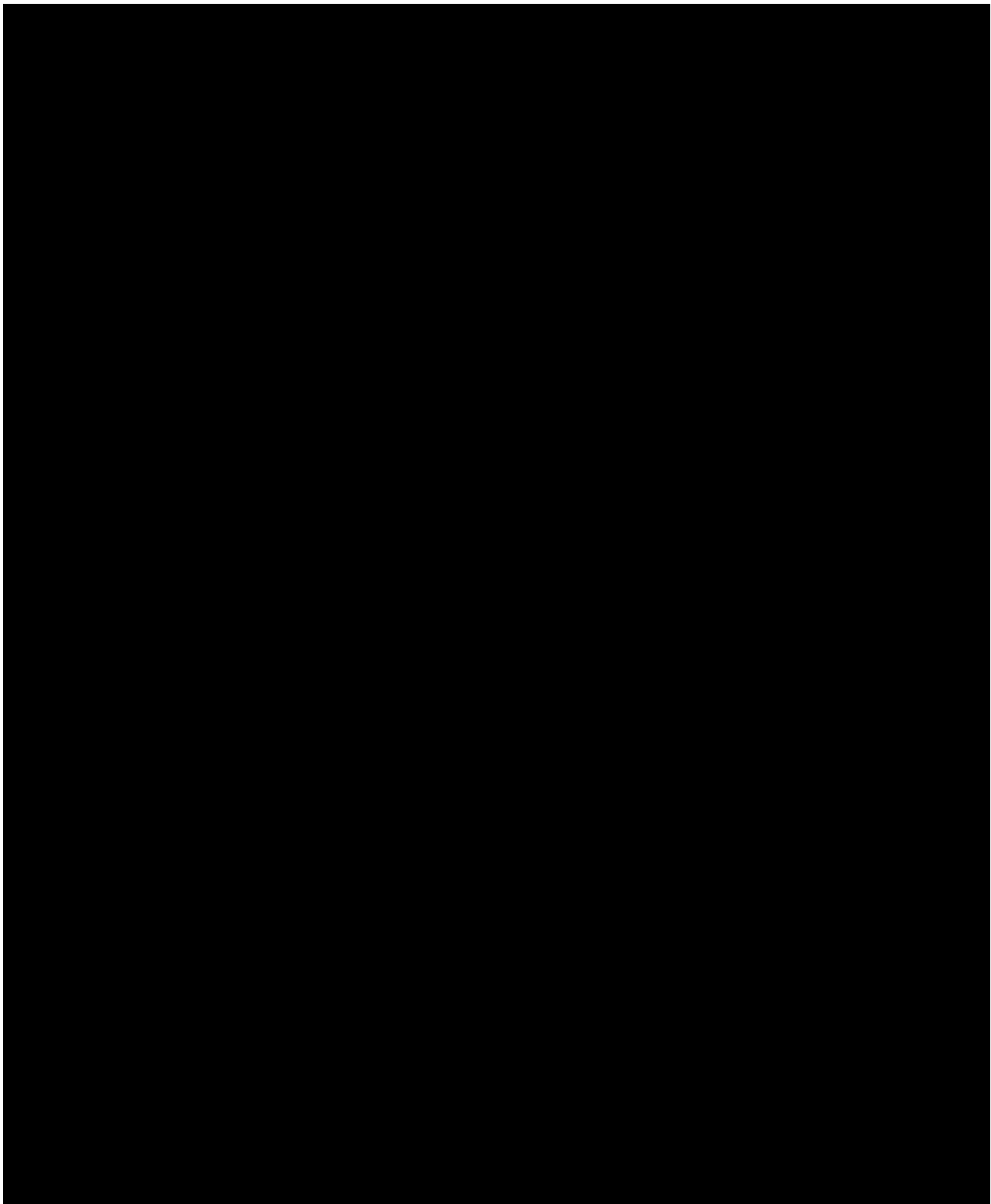
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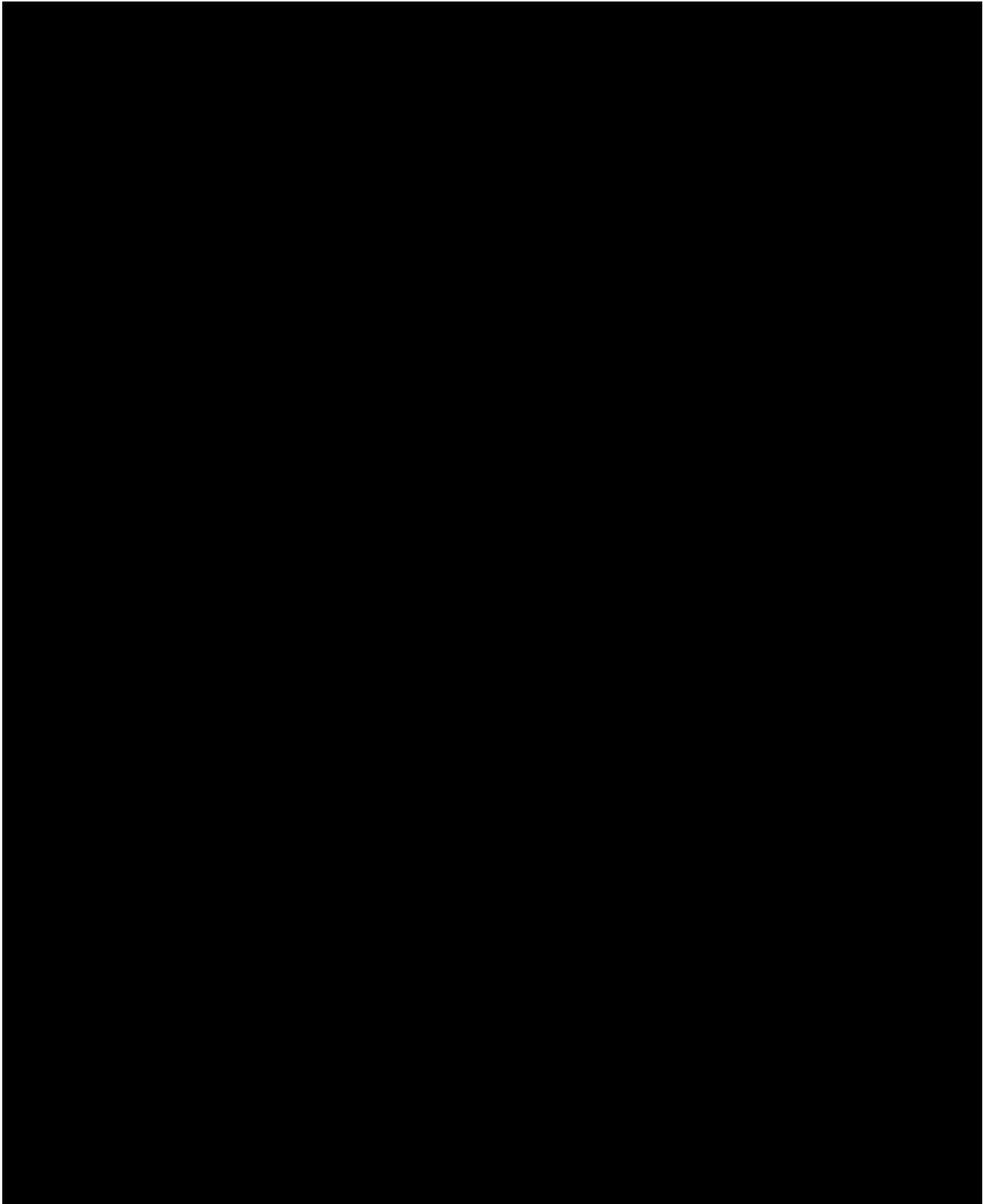


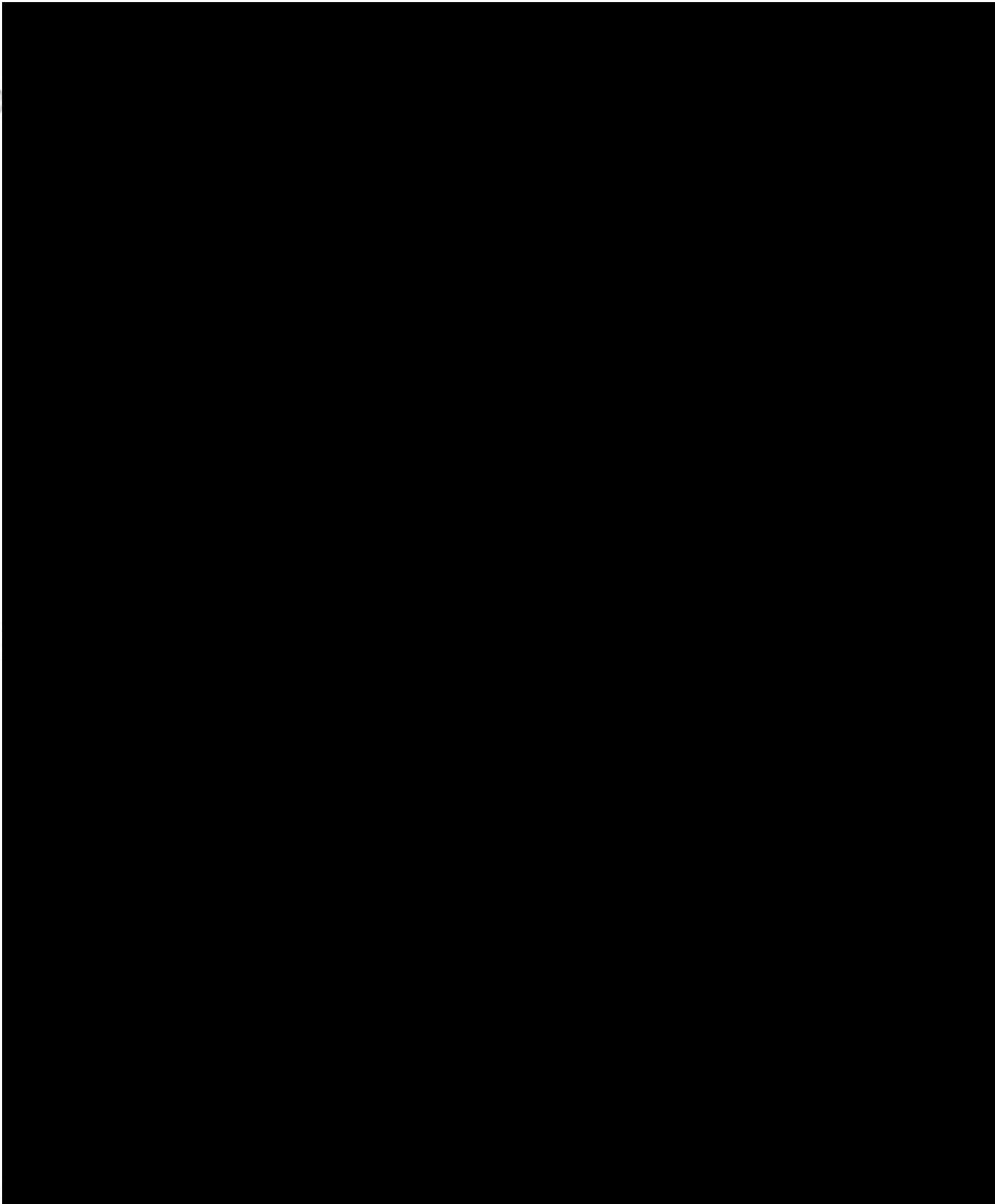
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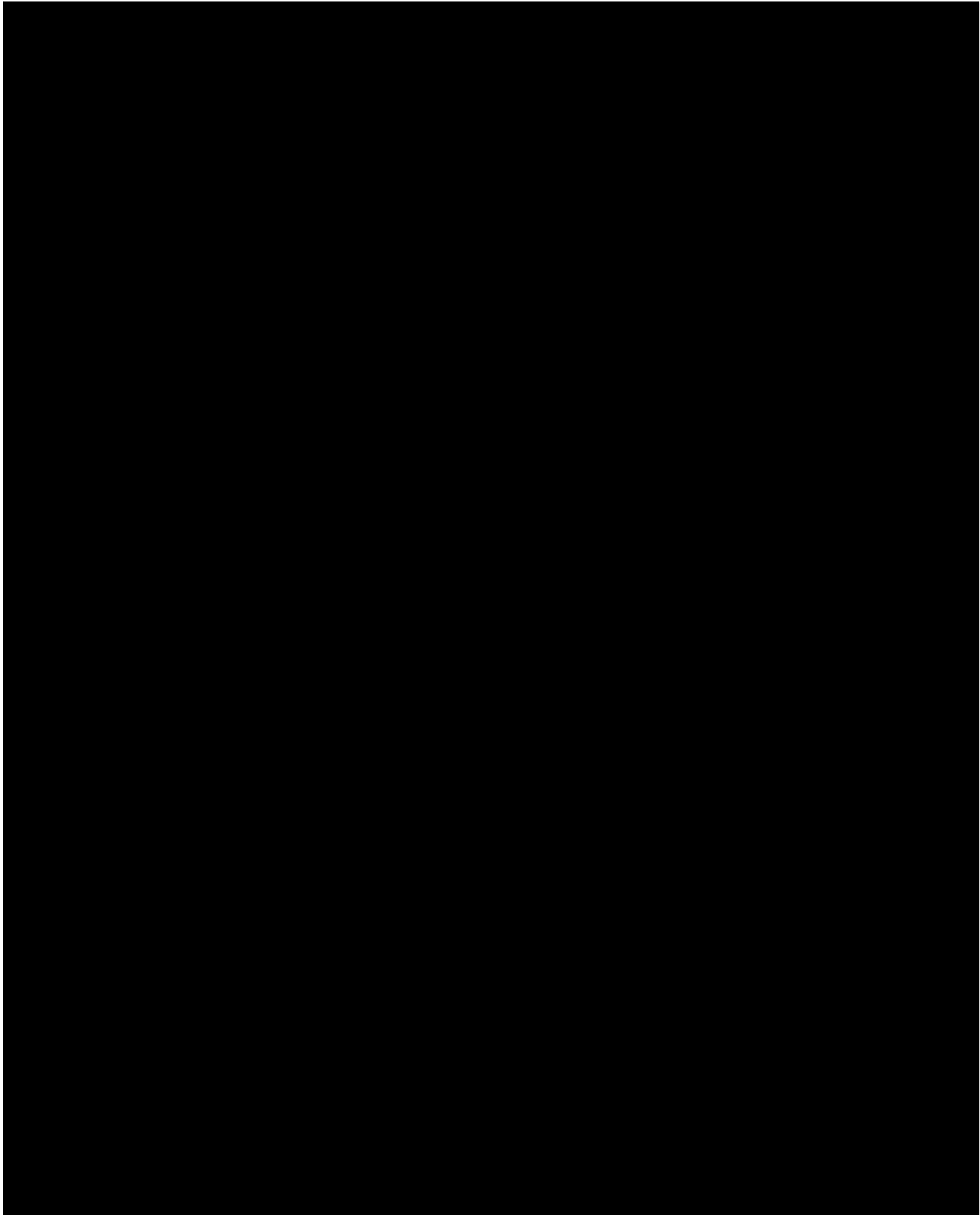
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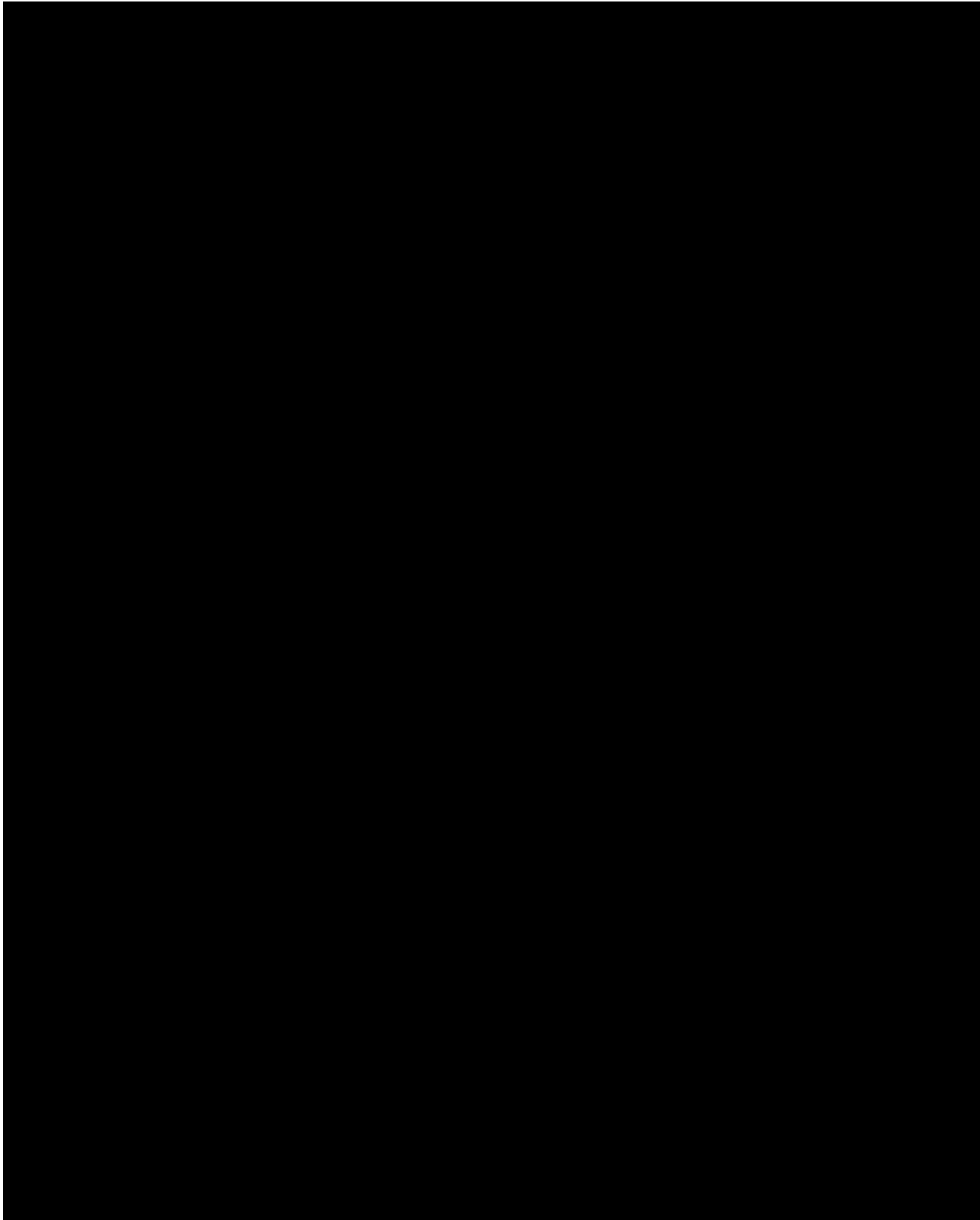
**Exhibit U (Contractor Diligence and Information
Security Questionnaire)
Agreement No. [**]**

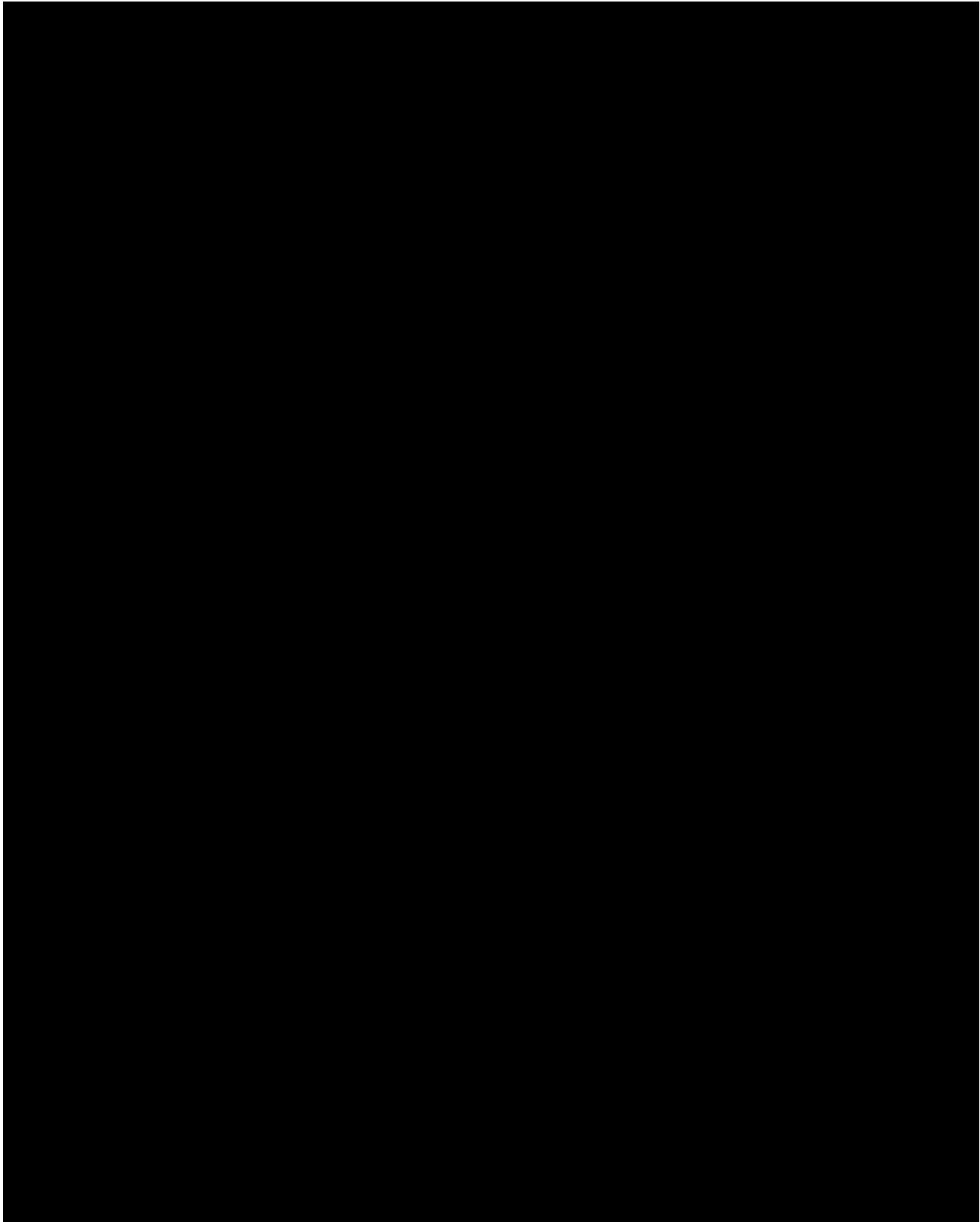


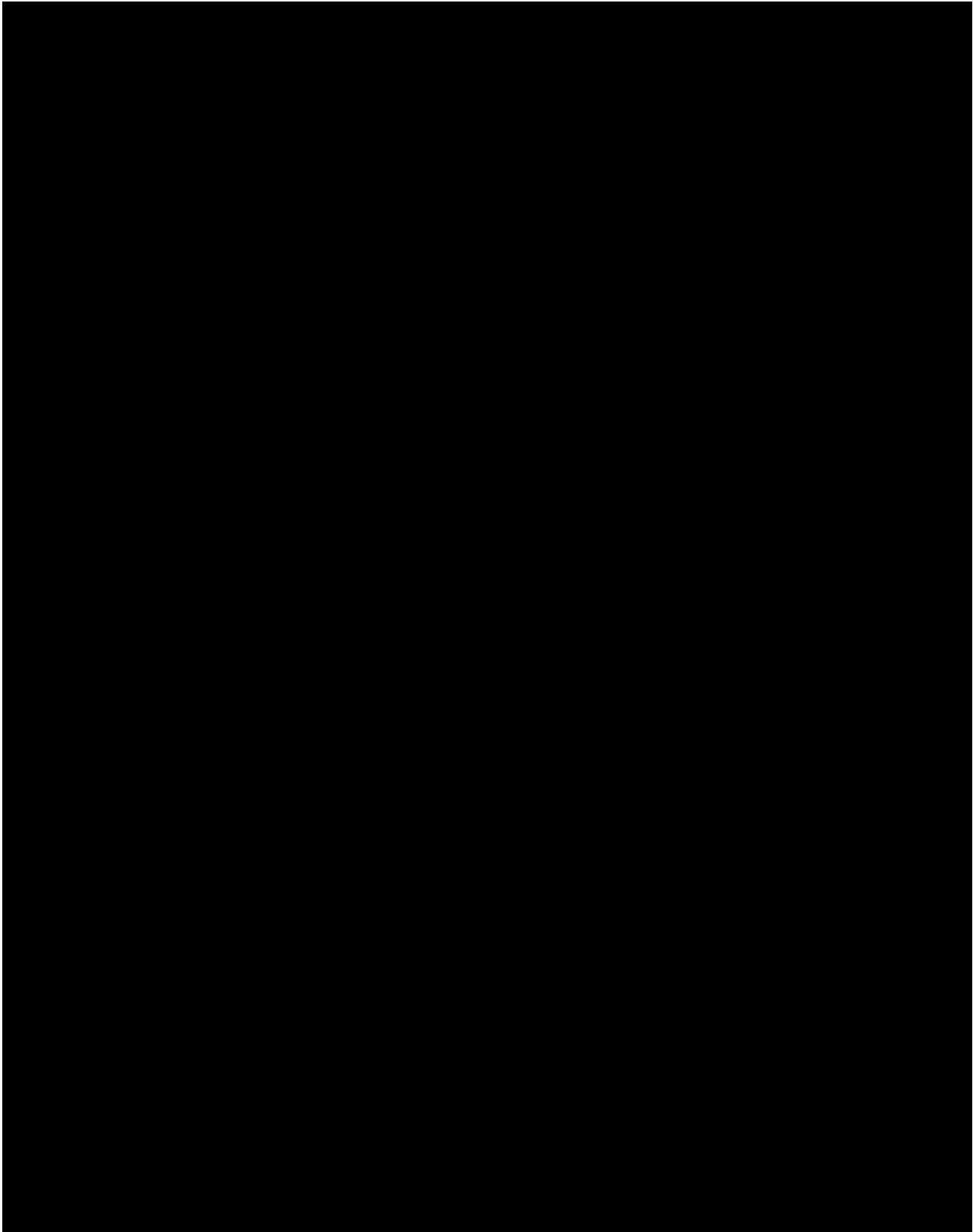


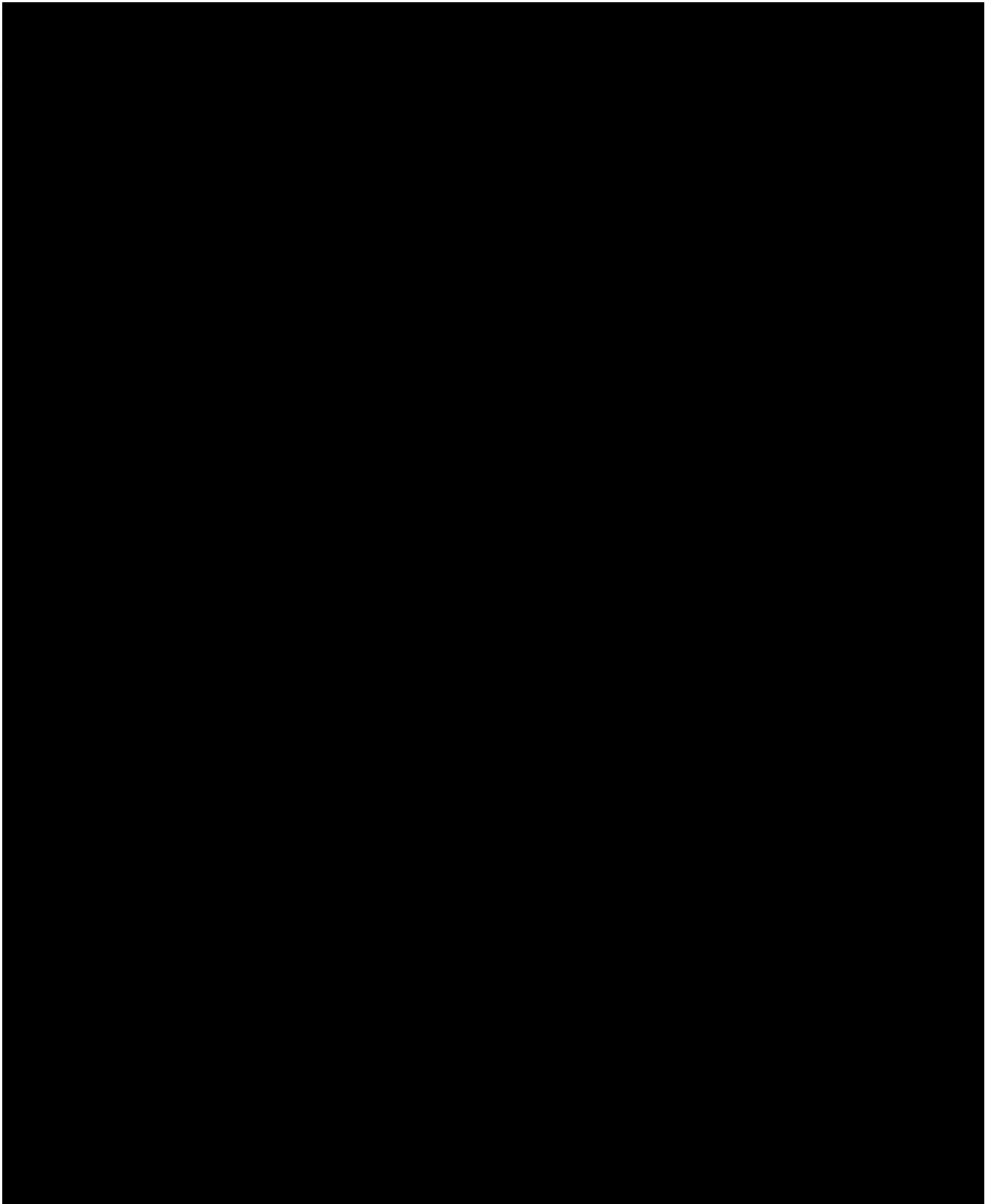


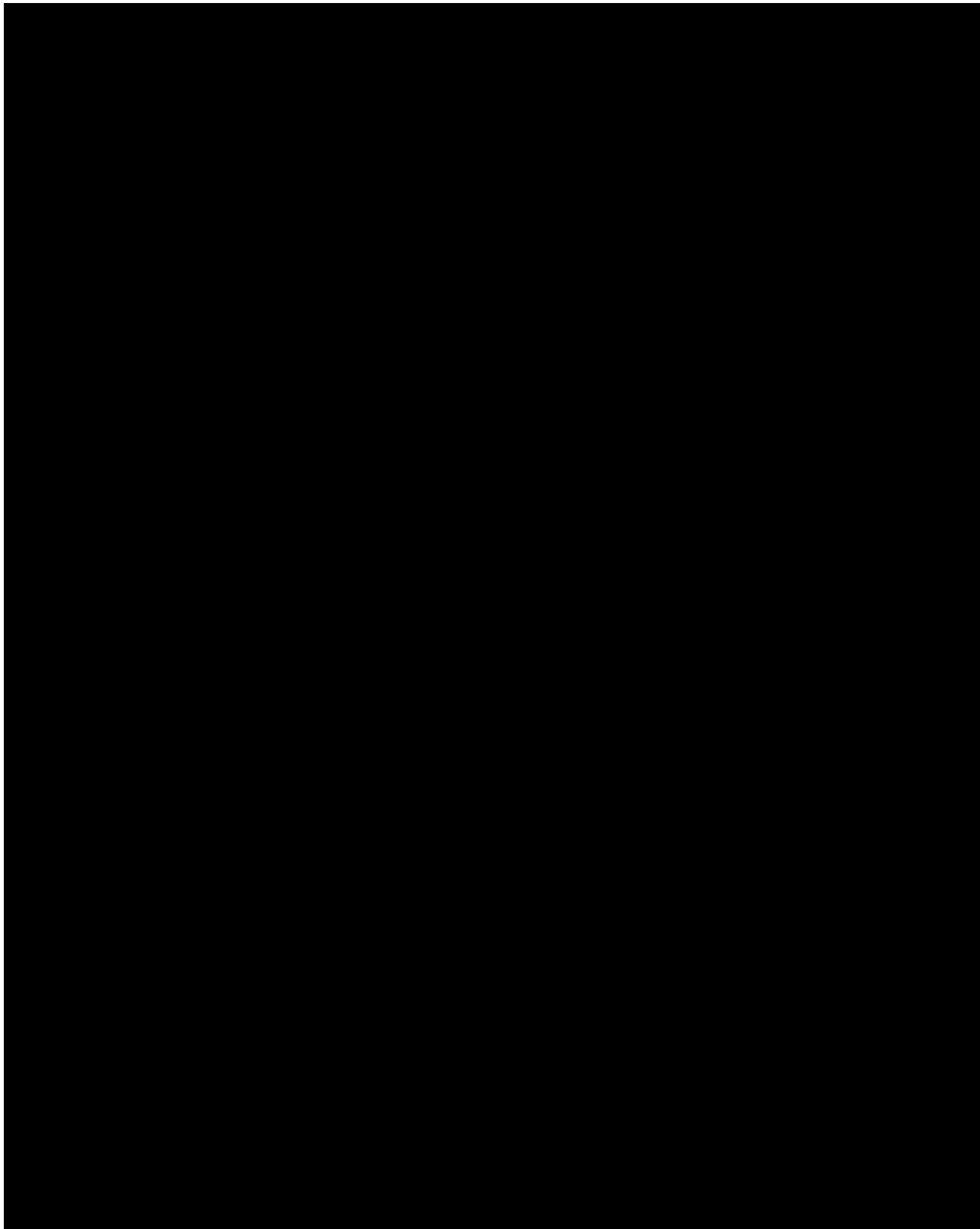


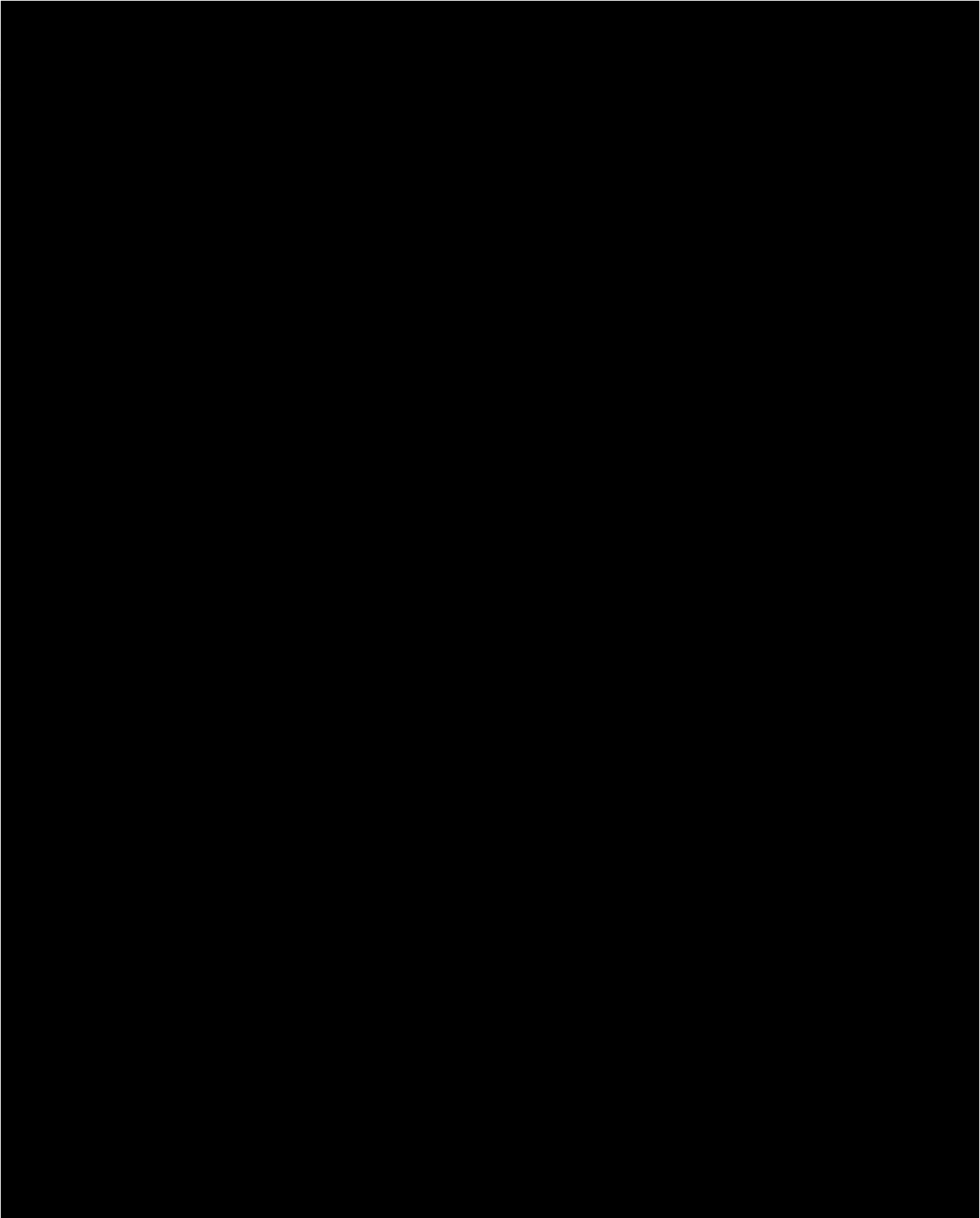








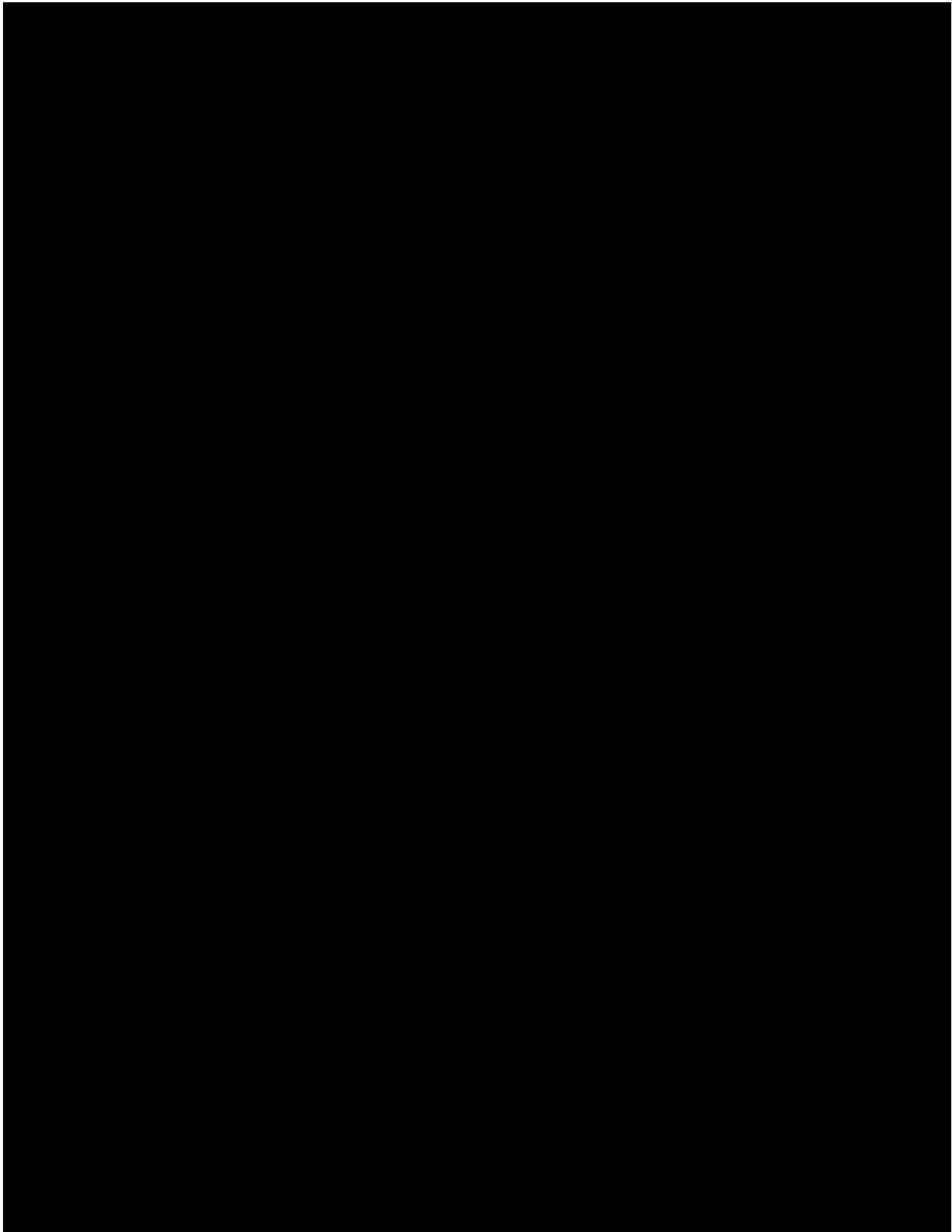




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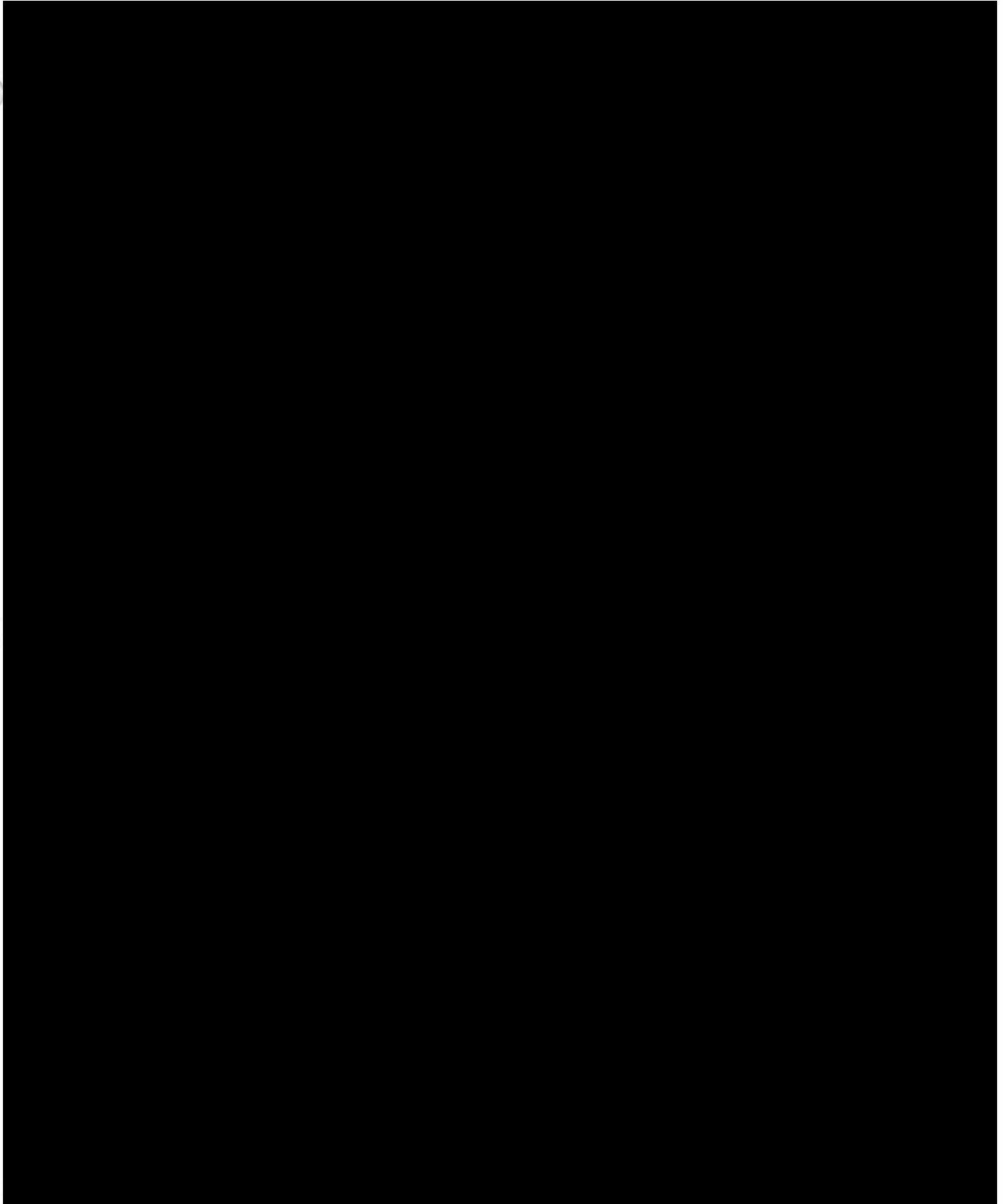
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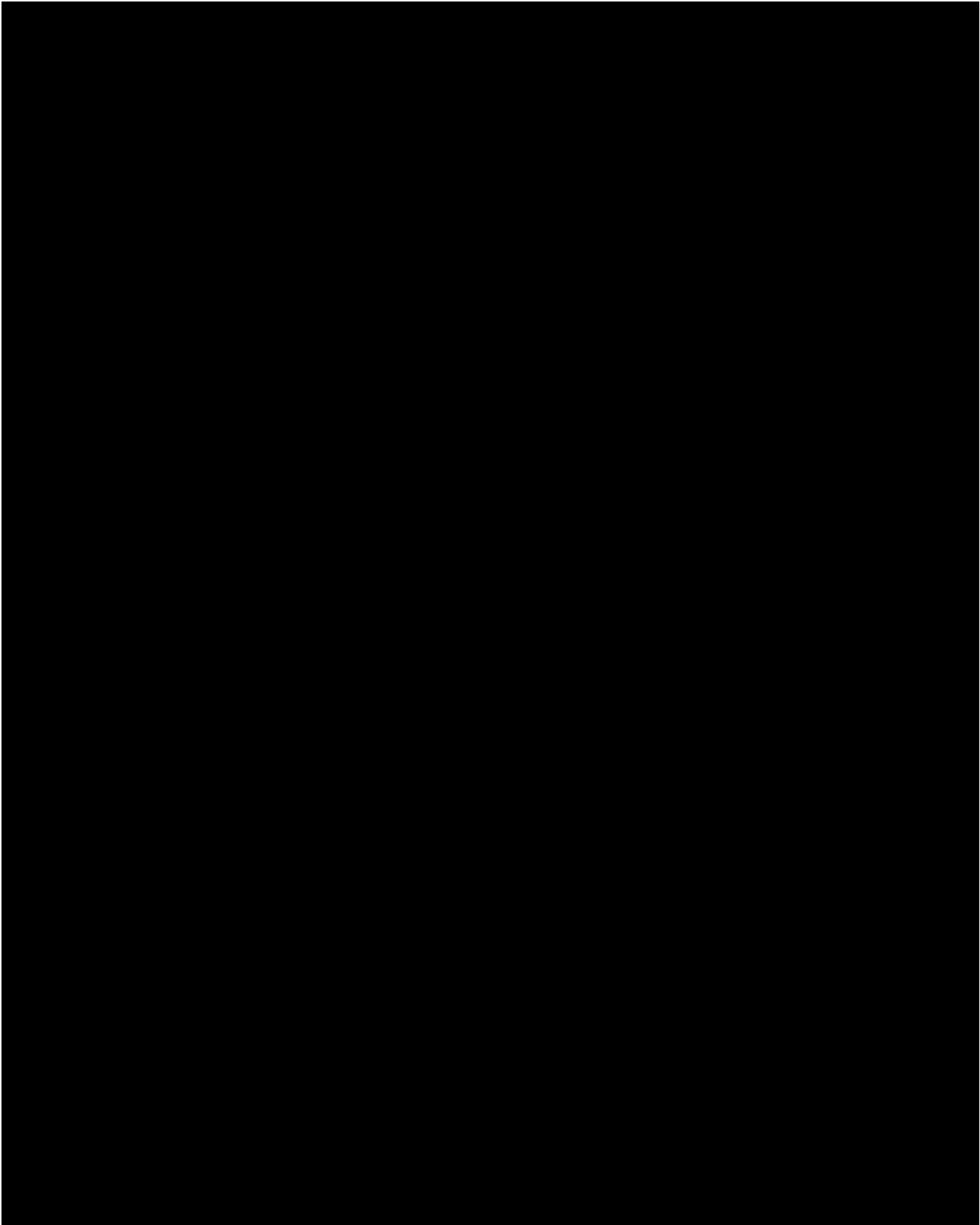


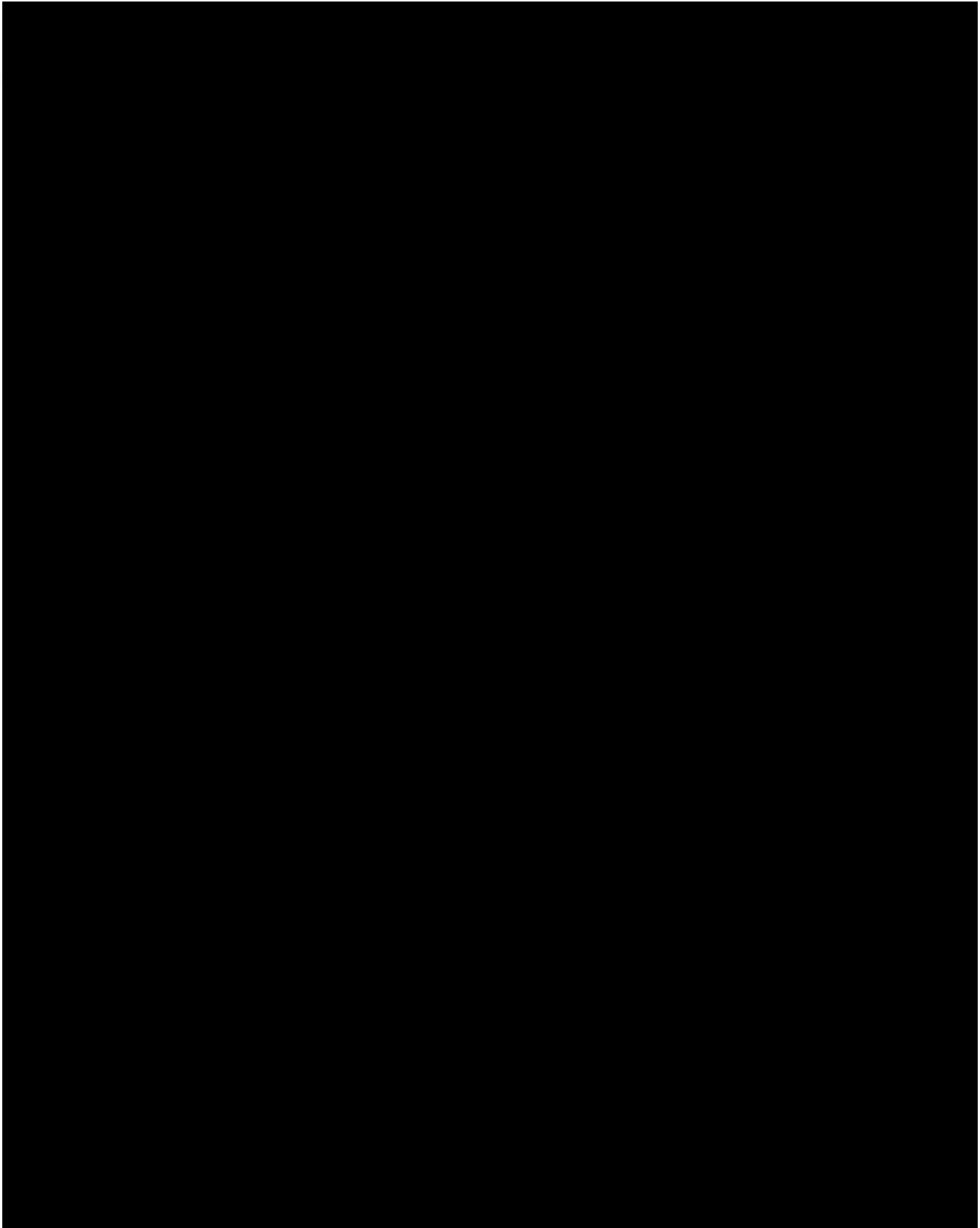
County of Los Angeles
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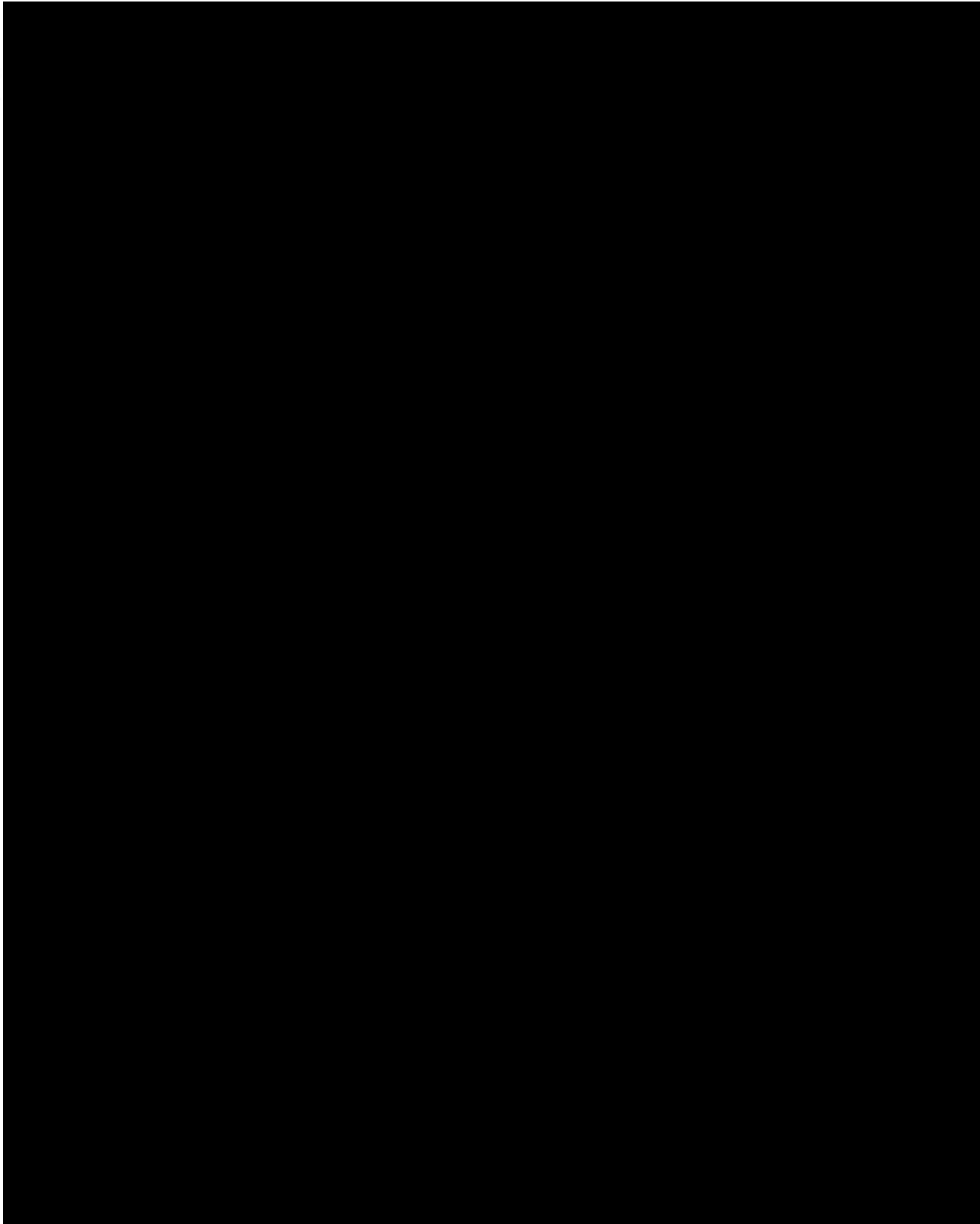
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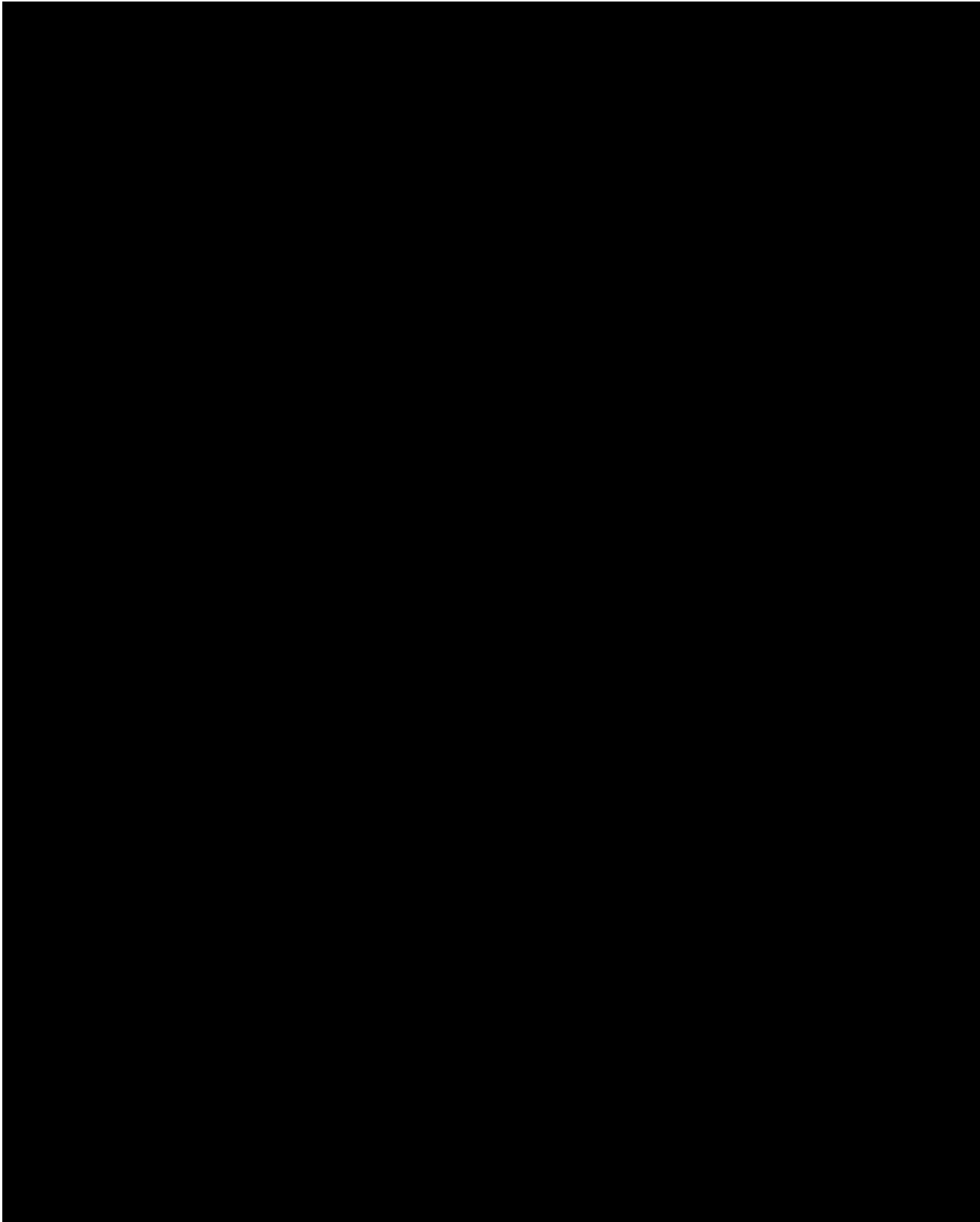
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Agreement No. [**]

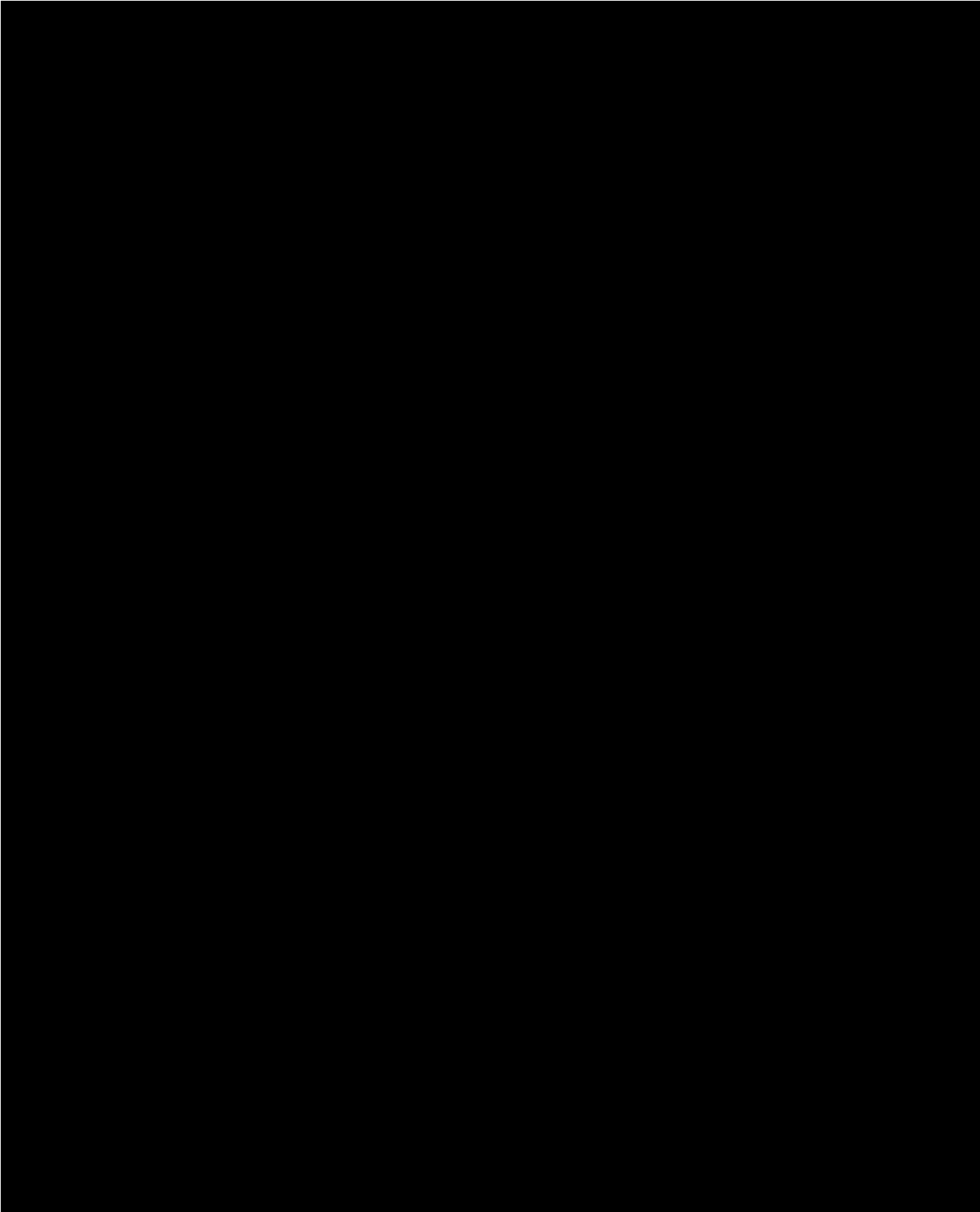


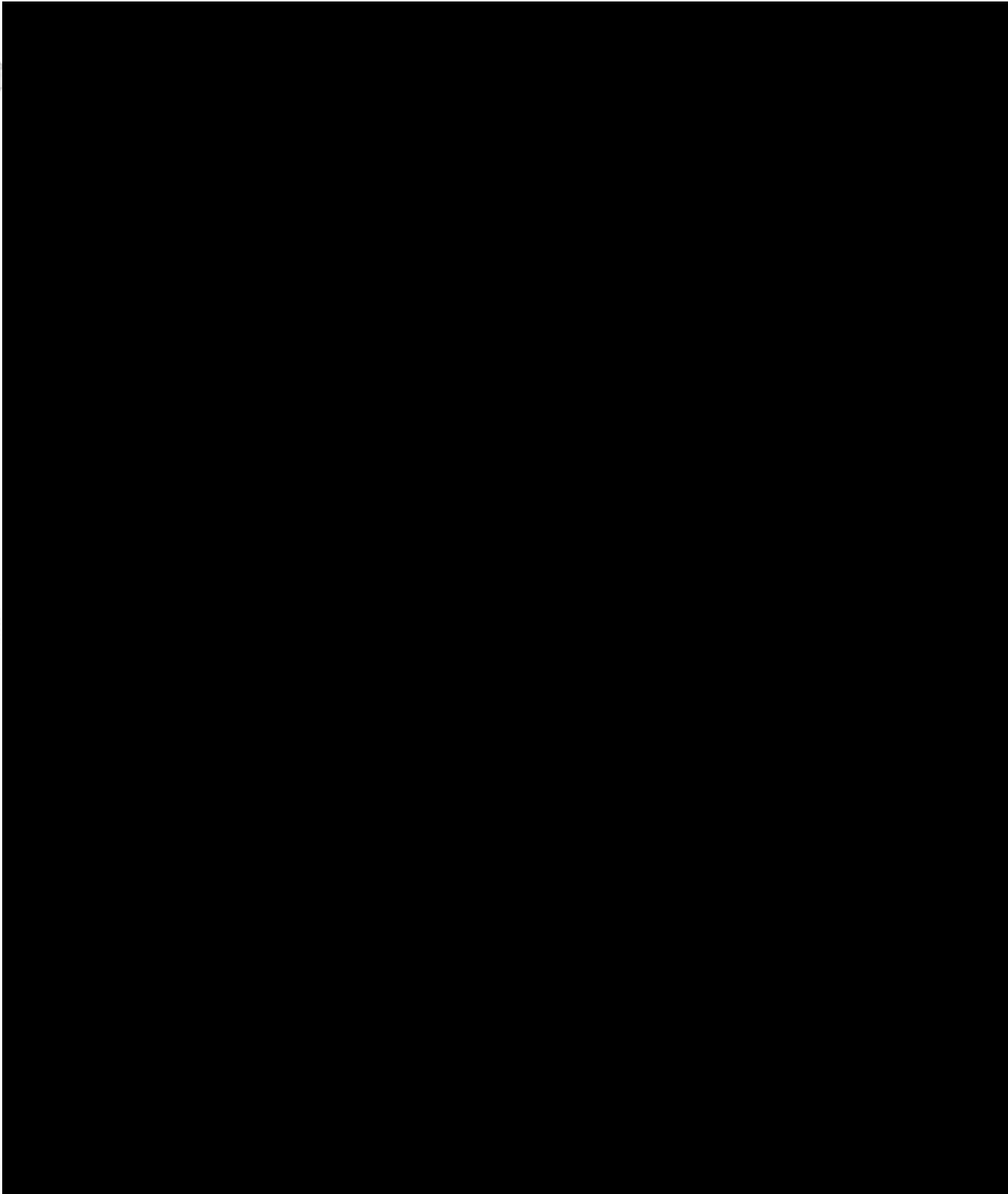


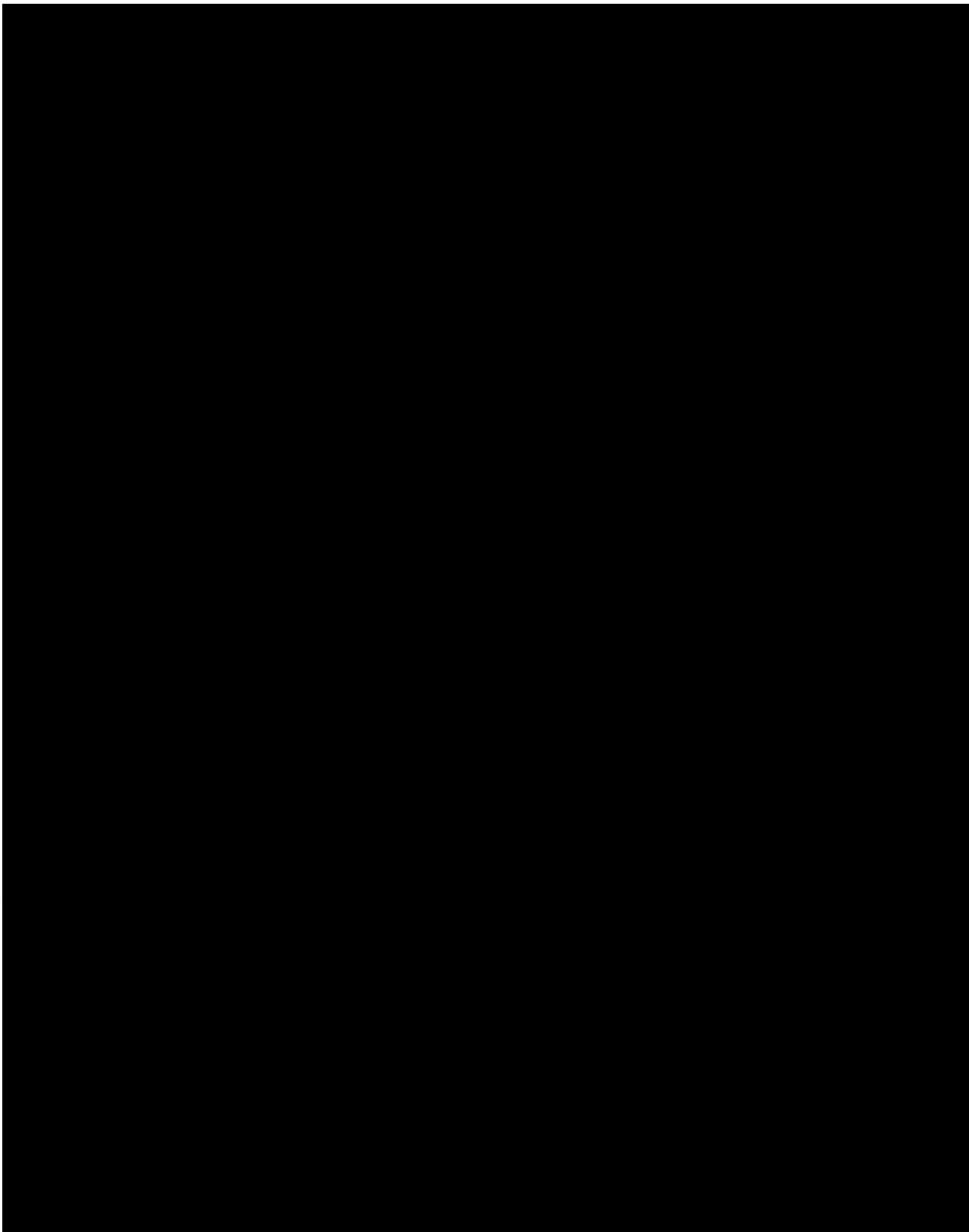


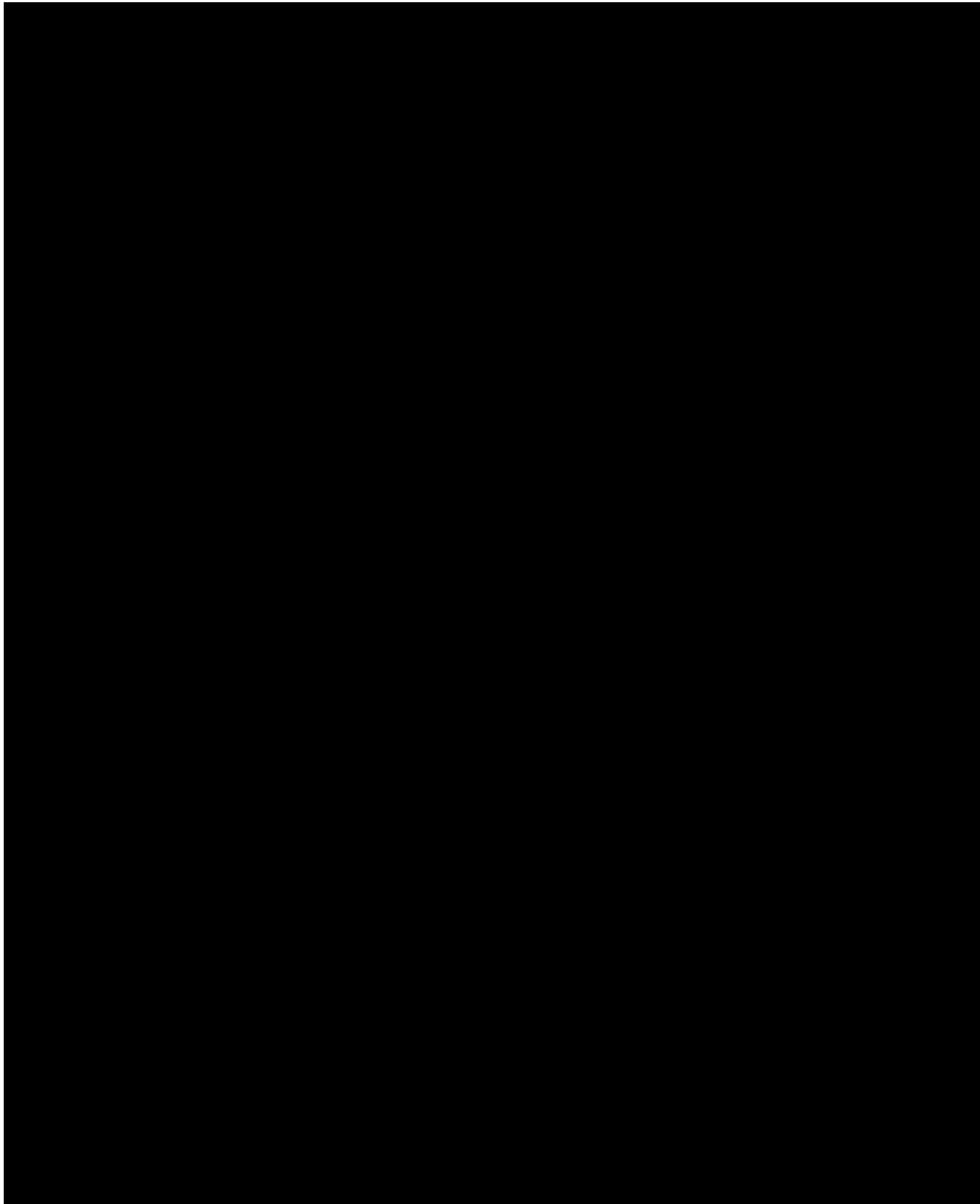












County of Los Angeles
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Exhibit U (Contractor Diligence and Information
Security Questionnaire)
Agreement No. [**]



**COST ACCOUNTING AND DECISION SUPPORT SYSTEM
AND RELATED SERVICES
REQUEST FOR PROPOSALS**

APPENDIX J.RF (REQUIRED AGREEMENT RESPONSE FORM)

#CADSS2019

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
Paragraph 1	<p>This Cost Accounting and Decision Support System and Services Agreement (“Agreement”) is made and effective as of [REDACTED], 201[REDACTED] (“Effective Date”), by and between the County of Los Angeles, a political subdivision of the State of California (“County”), and [REDACTED], with its principal place of business at [REDACTED] (“Contractor”). When used herein, the term “Agreement” includes the body of this Agreement and any and all Statements of Work entered into by the Parties hereunder and such other exhibits (“Exhibit(s)”), attachments (“Attachment(s)”), schedules (“Schedule(s)”) appended to this Agreement and additional documents that the Parties identify and agree to a writing signed by both Parties to incorporate herein by reference. The term “Agreement” shall also include any information provided by Contractor during the course of the Request for Proposal process, including Contractor’s response to the Proposal attached as Exhibit V (Contractor Proposal), which is and is expressly incorporated into this Agreement. In the event of a conflict between the body of this Agreement and any Statement of Work, Exhibit, Attachment, Schedule, or incorporated material, the body of this Agreement shall govern. For purposes of determining conflicts between parts of this Agreement, Exhibit M (Additional Hosting Services Terms and Conditions) shall be deemed to be part of the body of this Agreement. Contractor and County may be referred to in this Agreement individually as a “Party” and together as the “Parties.”</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p>	<p>This Cost Accounting and Decision Support System and Services Agreement (“Agreement”) is made and effective as of [REDACTED], 201[REDACTED] (“Effective Date”), by and between the County of Los Angeles, a political subdivision of the State of California (“County”), and [REDACTED], with its principal place of business at [REDACTED] (“Contractor”). When used herein, the term “Agreement” includes the body of this Agreement and any and all Statements of Work entered into by the Parties hereunder and such other exhibits (“Exhibit(s)”), attachments (“Attachment(s)”), schedules (“Schedule(s)”) appended to this Agreement and additional documents that the Parties identify and agree to a writing signed by both Parties to incorporate herein by reference. The term “Agreement” shall also include any information provided by Contractor during the course of the Request for Proposal process, including Contractor’s response to the Proposal attached as Exhibit V (Contractor Proposal), which is and is expressly incorporated into this Agreement. In the event of a conflict between the body of this Agreement and any Statement of Work, Exhibit, Attachment, Schedule, or incorporated material, the body of this Agreement shall govern. For purposes of determining conflicts between parts of this Agreement, Exhibit M (Additional Hosting Services Terms and Conditions) shall be deemed to be part of the body of this Agreement. Contractor and County may be referred to in this Agreement individually as a “Party” and together as the “Parties.”</p>
RECITALS			
Recitals A.	<p>County is authorized by California Government Code Sections 26227 and 31000 to contract for goods and services, including the Services contemplated herein.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your</p>	<p>County is authorized by California Government Code Sections 26227 and 31000 to contract for goods and services, including the Services contemplated herein.</p>

CADS SYSTEM RFP - APPENDIX J.RF – REQUIRED AGREEMENT RESPONSE FORM

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		<p>proposed revision in the adjacent column using “track changes.”</p> <hr/>	
Recitals B.	<p>The Los Angeles County Health Agency (the “Health Agency”) consists of the Los Angeles County Department of Health Services (“DHS”), the Los Angeles County Department of Mental Health (“DMH”), and the Los Angeles County Department of Public Health (“DPH”) and was formed in 2015 with the goal of providing seamless services to clients and identifying areas of need, and to position the Health Agency to address social determinants of health, such as poverty, addiction, and homelessness that drive poor health outcomes and higher healthcare utilization and costs. DHS is among the largest public hospital systems in the United States, and DMH is the largest mental health department in the United States. The Health Agency is governed by the County’s Board of Supervisors (“Board”) and provides services to over ten million County residents, encompassing hospital and outpatient care, health clinics, mental health services, and operates a number of public health programs such as environmental health, disease control, and community and family health. The mission of the Health Agency is to improve the health and wellness of Los Angeles County residents through provision of integrated, comprehensive, culturally appropriate services, programs, and policies that promote healthy people living in healthy communities.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <p>-----</p> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>The Los Angeles County Health Agency (the “Health Agency”) consists of the Los Angeles County Department of Health Services (“DHS”), the Los Angeles County Department of Mental Health (“DMH”), and the Los Angeles County Department of Public Health (“DPH”) and was formed in 2015 with the goal of providing seamless services to clients and identifying areas of need, and to position the Health Agency to address social determinants of health, such as poverty, addiction, and homelessness that drive poor health outcomes and higher healthcare utilization and costs. DHS is among the largest public hospital systems in the United States, and DMH is the largest mental health department in the United States. The Health Agency is governed by the County’s Board of Supervisors (“Board”) and provides services to over ten million County residents, encompassing hospital and outpatient care, health clinics, mental health services, and operates a number of public health programs such as environmental health, disease control, and community and family health. The mission of the Health Agency is to improve the health and wellness of Los Angeles County residents through provision of integrated, comprehensive, culturally appropriate services, programs, and policies that promote healthy people living in healthy communities.</p>
Recitals C.	<p>County needs to gain a deep insight into, and be able to report in a comprehensive and precise manner on, the various costs, collectively and individually, associated with the delivery of inpatient and outpatient services by DHS</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <p>-----</p>	<p>County needs to gain a deep insight into, and be able to report in a comprehensive and precise manner on, the various costs, collectively and individually, associated with the delivery of inpatient and outpatient services by DHS</p>

CADS SYSTEM RFP - APPENDIX J.RF – REQUIRED AGREEMENT RESPONSE FORM

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	providers, personnel, and facilities. The CADS System, as defined below, is required to enable County to analyze its current cost structure for its delivery of health care services (for all direct, indirect, fixed, and variable costs), compare costs across different facilities and providers, pinpoint areas with significant cost variances and identify reasons for such cost variances, detect ongoing trends and validate budget assumptions, and track budget compliance across various health care facilities, patient populations, and services. The Cost Accounting and Decision Support System, or alternatively, the Licensed Software, Hardware, and Services, all as more particularly described herein, are sometimes referred to collectively in this Agreement as, and were referred to collectively in the RFP as, the “CADS System”.	<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	providers, personnel, and facilities. The CADS System, as defined below, is required to enable County to analyze its current cost structure for its delivery of health care services (for all direct, indirect, fixed, and variable costs), compare costs across different facilities and providers, pinpoint areas with significant cost variances and identify reasons for such cost variances, detect ongoing trends and validate budget assumptions, and track budget compliance across various health care facilities, patient populations, and services. The Cost Accounting and Decision Support System, or alternatively, the Licensed Software, Hardware, and Services, all as more particularly described herein, are sometimes referred to collectively in this Agreement as, and were referred to collectively in the RFP as, the “CADS System”.
Recitals D.	County’s business objectives (“Business Objectives”) include, among others, to:	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	County’s business objectives (“Business Objectives”) include, among others, to:
Recitals D. Bullet 1	Understand costs and the cost structure of all activities supporting the services DHS delivers;	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific</p>	Understand costs and the cost structure of all activities supporting the services DHS delivers;

CADS SYSTEM RFP - APPENDIX J.RF – REQUIRED AGREEMENT RESPONSE FORM

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		<p>concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	
Recitals D. Bullet 2	Understand all costs components and compare the cost of services across entities and providers;	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	Understand all costs components and compare the cost of services across entities and providers;
Recitals D. Bullet 3	Analyze costs per service and costs per providers across each facility individually, in various combinations, and in aggregate, and gain insights into the reasons for variances and to obtain information on standardization;	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	Analyze costs per service and costs per providers across each facility individually, in various combinations, and in aggregate, and gain insights into the reasons for variances and to obtain information on standardization;

CADS SYSTEM RFP - APPENDIX J.RF – REQUIRED AGREEMENT RESPONSE FORM

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
Recitals D. Bullet 4	Identify areas of services with significant cost variances;	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Identify areas of services with significant cost variances;
Recitals D. Bullet 5	Accurately assess budget impacts of alternative operational and performance data assumptions; and	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Accurately assess budget impacts of alternative operational and performance data assumptions; and

CADS SYSTEM RFP - APPENDIX J.RF – REQUIRED AGREEMENT RESPONSE FORM

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
Recitals D. Bullet 6	Provide the analytics and information necessary to perform zero-based budgeting.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Provide the analytics and information necessary to perform zero-based budgeting.
Recitals E.	The CADS System and related Services as provided in this Agreement and Statement of Work will enable County to meet its key requirements, which include:	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	The CADS System and related Services as provided in this Agreement and Statement of Work will enable County to meet its key requirements, which include:
Recitals E. Bullet 1	Calculating the overall costs of services — i.e., the cost of patient encounters — down to the individual component level (e.g., labor, devices, drugs, supplies, and facilities);	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific</p>	Calculating the overall costs of services — i.e., the cost of patient encounters — down to the individual component level (e.g., labor, devices, drugs, supplies, and facilities);

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		<p>concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	
Recitals E. Bullet 2	Identifying areas of services with significant cost variances;	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	Identifying areas of services with significant cost variances;
Recitals E. Bullet 3	Comparing costs per service (e.g., MRI, GI procedure, hip replacement) and costs per provider across each facility individually, in various combinations, and in aggregate, and deliver insights of the cost structure of services	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	Comparing costs per service (e.g., MRI, GI procedure, hip replacement) and costs per provider across each facility individually, in various combinations, and in aggregate, and deliver insights of the cost structure of services

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Recitals E. Bullet 4	Analyzing costs per service and costs per provider across each entity individually, in various combinations, and in aggregate, and gain insights into the reasons for variances and to obtain information on standardization	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <p>-----</p> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <p>_____</p>	Analyzing costs per service and costs per provider across each entity individually, in various combinations, and in aggregate, and gain insights into the reasons for variances and to obtain information on standardization
Recitals E. Bullet 5	Accurately assessing budget impacts of alternative operational and performance data assumptions and develop reliable and predictive budget scenarios and models;	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <p>-----</p> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <p>_____</p>	Accurately assessing budget impacts of alternative operational and performance data assumptions and develop reliable and predictive budget scenarios and models;

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Recitals E. Bullet 6	Integrating business intelligence with indicators for opportunities;	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Integrating business intelligence with indicators for opportunities;
Recitals E. Bullet 7	Establishing an activity-based operating budget using historical financial, workload, and patient-level information;	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Establishing an activity-based operating budget using historical financial, workload, and patient-level information;
Recitals E. Bullet 8	Enabling budget modeling at the cost center level by allowing for changes in volumes, charges, staffing and expenses (e.g., across-the-board 5% increase in charges);	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific</p>	Enabling budget modeling at the cost center level by allowing for changes in volumes, charges, staffing and expenses (e.g., across-the-board 5% increase in charges);

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		<p>concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	
Recitals E. Bullet 9	Integrating productivity tools to measure labor performance;	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	Integrating productivity tools to measure labor performance;
Recitals E. Bullet 10	Enabling scenario-based forecasting of budget impacts/changes based upon a wide variety of County-developed rules (e.g., change in patient population, payor mix) and data assumptions; and	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	Enabling scenario-based forecasting of budget impacts/changes based upon a wide variety of County-developed rules (e.g., change in patient population, payor mix) and data assumptions; and

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Recitals E. Bullet 11	Meeting the CADS System Business Objectives, as further described in Exhibit H (CADS System Business Objectives).	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Meeting the CADS System Business Objectives, as further described in Exhibit H (CADS System Business Objectives).
Recitals F.	County issued a Request for Proposal for the Cost Accounting and Decision Support System (#CADSS2019) ("RFP"), dated [**], for the provision, implementation, and maintenance and support of the CADS System. Contractor submitted a Proposal in response to the RFP, based on which Contractor was selected to enter into contract negotiations with County. Based on those negotiations, this Agreement was submitted to Board for its consideration for approval and award.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	County issued a Request for Proposal for the Cost Accounting and Decision Support System (#CADSS2019) ("RFP"), dated [**], for the provision, implementation, and maintenance and support of the CADS System. Contractor submitted a Proposal in response to the RFP, based on which Contractor was selected to enter into contract negotiations with County. Based on those negotiations, this Agreement was submitted to Board for its consideration for approval and award.

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Recitals G.	County desires to license the Licensed Software and obtain Hardware and the Services from Contractor, including, but not limited to, the Implementation Services, Hosting Services, Support Services, training, and other professional services, all as more particularly described herein. The Services to be provided by Contractor are set forth in this Agreement and the applicable Statement of Work as the Parties may mutually agree upon from time to time.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	County desires to license the Licensed Software and obtain Hardware and the Services from Contractor, including, but not limited to, the Implementation Services, Hosting Services, Support Services, training, and other professional services, all as more particularly described herein. The Services to be provided by Contractor are set forth in this Agreement and the applicable Statement of Work as the Parties may mutually agree upon from time to time.
Recitals H.	Contractor represents that it will provide County the requisite technological capabilities, professional skills, business process and information technology knowledge, software implementation and project management expertise, integration capabilities, hosting capabilities and services, and skilled resources required to implement the CADS System on the Hardware and Recommended Configuration to conform to the Specifications and other terms and conditions of this Agreement and to effectively integrate all components of the CADS System.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Contractor represents that it will provide County the requisite technological capabilities, professional skills, business process and information technology knowledge, software implementation and project management expertise, integration capabilities, hosting capabilities and services, and skilled resources required to implement the CADS System on the Hardware and Recommended Configuration to conform to the Specifications and other terms and conditions of this Agreement and to effectively integrate all components of the CADS System.
AGREEMENT			
Paragraph 1	In consideration of the foregoing Recitals (which are incorporated herein) and the mutual covenants and agreements contained herein, the Parties hereto agree as follows:	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/>	In consideration of the foregoing Recitals (which are incorporated herein) and the mutual covenants and agreements contained herein, the Parties hereto agree as follows:

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		<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	
SECTION 1. (TERM)			
1.1	<p>Term</p> <p>The term of this Agreement shall commence on the Effective Date and continue in full force and effect until the earlier of (a) the Agreement is terminated as provided in Section 27 (Termination), or (b) the expiration or termination of the Support Term (collectively, the “Term”), subject to Section 1.3 (Term of Statements of Work; License Term), Section 27.4 (Effect of Termination), and Section 27.8 (Survival).</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>Term</p> <p>The term of this Agreement shall commence on the Effective Date and continue in full force and effect until the earlier of (a) the Agreement is terminated as provided in Section 27 (Termination), or (b) the expiration or termination of the Support Term (collectively, the “Term”), subject to Section 1.3 (Term of Statements of Work; License Term), Section 27.4 (Effect of Termination), and Section 27.8 (Survival).</p>
1.2	<p>Initial and Renewal Support Terms for Support Services</p> <p>The term for Support Services, as defined in Section 9.7 (Support Services), shall commence on the Go-Live and continue in full force until the tenth (10th) anniversary of the Effective Date, unless earlier terminated as provided herein (the “Initial Support Term”). Upon the expiration of the Initial Support Term, County may, at its option, extend Support Services for five (5) additional consecutive</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your</p> <hr/>	<p>Initial and Renewal Support Terms for Support Services</p> <p><u>County has made a commitment to use the suite of Licensed Software Assets for a minimum of five (5) years from the Effective Date. County must pay the annual fees outlined in Exhibit C for continued use of the suite of Licensed Software Assets beyond the first Contract Year (defined as each successive 12-month period after the Effective Date of this Agreement). In the event that County fails to pay the</u></p>

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	<p>one (1) year terms (the “Renewal Support Term”) by providing written notice to Contractor at least thirty (30) days prior to the expiration of the Initial Support Term. The Initial Support Term and any Renewal Support Term are referred to herein collectively as the “Support Term.” Contractor shall provide County with at least three (3) months prior written notice of the end of the Initial Support Term and any Renewal Support Term to County’s Project Director at the address set forth in Exhibit W (County Key Personnel). Contractor’s failure to provide such notice shall constitute a waiver by Contractor to object to an extension by County of the Initial Support Term or the Renewal Support Term after its expiration until such time as Contractor complies with the notice requirements under this Section 1.2 (Initial and Renewal Support Terms for Support Services). Such notice shall also identify any fee increase applicable to the Renewal Support Term that is about to commence.</p>	<p>proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Contractor’s standard agreement has a 5-year term and runs on a subscription model. Contractor added its standard language for renewals.</p>	<p><u>annual fees outlined in Exhibit C, County’s access to the Licensed Software Assets will be terminated, and County must immediately cease and desist from using the suite of Licensed Software Assets.</u> The term for Support Services, as defined in Section 9.7 (Support Services), shall commence on the <u>Effective Date</u>Go-Live and continue in full force until the fifteenth <u>(510th)</u> anniversary of the Effective Date, unless earlier terminated as provided herein (the “Initial Support Term”). Upon the expiration of the Initial Support Term, <u>this Agreement will automatically renew for successive five (5) year periods (“Renewal Support Term”) unless either party provides written notice of termination to the other party at least ninety (90) days prior to the end of the Term or Renewal Support Term.</u>County may, at its option, extend Support Services for five (5) additional consecutive one (1) year terms (the “Renewal Support Term”) by providing written notice to Contractor at least thirty (30) days prior to the expiration of the Initial Support Term. The Initial Support Term and any Renewal Support Term are referred to herein collectively as the “Support Term.” <u>In the event that Contractor elects to terminate the Agreement,</u> Contractor shall provide County with at least <u>ninety (90) days</u>three (3) months prior written notice of the end of the Initial Support Term and any Renewal Support Term to County’s Project Director at the address set forth in Exhibit W (County Key Personnel). Contractor’s failure to provide such notice shall constitute a waiver by Contractor to object to an extension by County of the Initial Support Term or the Renewal Support Term after its expiration until such time as Contractor complies with the notice requirements under this Section 1.2 (Initial and Renewal Support Terms for Support Services). Such notice shall also identify any fee increase applicable to the Renewal Support Term that is about to commence.<u>At the end of the Term, if neither party terminates the Agreement within the required notice period, then Contractor may, in its sole and reasonable discretion, increase the annual fees outlined in Exhibit C by not more than 10% per year.</u></p>

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1.3	Term of Statements of Work; License Term The commencement and termination dates for Statements of Work shall be as provided in each Statement of Work. Termination of the Term of this Agreement, and termination or expiration of the Support Term, shall not affect the License granted in Section 3 (Licensed Software) and related License provisions, which License shall continue in perpetuity, notwithstanding expiration or termination of this Agreement or the Support Term. The term of the License granted in Section 3.1 (License Grant) shall be referred to as the “License Term.” For the avoidance of doubt, Section 27.2 (Termination for Material Breach) shall not apply to allow termination of the License granted in Section 3 (Licensed Software), except in the event of County’s material breach of Section 18 (Intellectual Property) or Section 19 (Confidentiality).	Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No” <hr/> If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.” <hr/> The Agreement will run for 5 years unless otherwise terminated under the Agreement.	Term of Statements of Work; License Term The commencement and termination dates for Statements of Work shall be as provided in each Statement of Work. Termination of the Term of this Agreement, and termination or expiration of the Support Term, shall not affect the License granted in Section 3 (Licensed Software) and related License provisions, which License shall continue in perpetuity, notwithstanding expiration or termination of this Agreement or the Support Term. The term of the License granted in Section 3.1 (License Grant) shall be referred to as the “License Term.” For the avoidance of doubt, Section 27.2 (Termination for Material Breach) shall not apply to allow termination of the License granted in Section 3 (Licensed Software), except in the event of County’s material breach of Section 18 (Intellectual Property) or Section 19 (Confidentiality).
SECTION 2. (IDENTIFICATION OF PARTIES)			
2.1 (a)	Contractor; Subcontracting Unless specifically authorized by County as provided herein, Contractor shall perform the obligations described in this Agreement and in the Statement(s) of Work itself and through its direct wholly-owned subsidiaries, provided such subsidiaries are disclosed in writing to County. Contractor represents and warrants that it has entered into agreements with each such subsidiary under which such subsidiary has assigned to Contractor all rights necessary for Contractor to fulfill its obligations under this Agreement and to enable Contractor to assign and license to County under this Agreement the same rights that would have been assigned and licensed to County if Contractor had performed the obligations described under this Agreement and in any Statement(s) of Work by itself without the participation of any such subsidiary. All references to Contractor in this Agreement shall be deemed to include all such subsidiaries.	Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No” <hr/> If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.” <hr/> Contractor will not engage any subcontractors under the Agreement.	Contractor; Subcontracting Unless specifically authorized by County as provided herein, Contractor shall perform the obligations described in this Agreement and in the Statement(s) of Work itself and through its direct wholly-owned subsidiaries, provided such subsidiaries are disclosed in writing to County. Contractor represents and warrants that it has entered into agreements with each such subsidiary under which such subsidiary has assigned to Contractor all rights necessary for Contractor to fulfill its obligations under this Agreement and to enable Contractor to assign and license to County under this Agreement the same rights that would have been assigned and licensed to County if Contractor had performed the obligations described under this Agreement and in any Statement(s) of Work by itself without the participation of any such subsidiary. All references to Contractor in this Agreement shall be deemed to include all such subsidiaries.

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2.1 (b)	County has relied, in entering into this Agreement, on the reputation of and on obtaining the personal performance of Contractor itself. Consequently, no performance of this Agreement, or any portion thereof, shall be subcontracted by Contractor without the prior written consent of County as provided in this Section 2.1 (Contractor; Subcontracting). Any purported agreement by Contractor to subcontract any performance under this Agreement without obtaining the prior written consent of County as provided in Sections 2.1(c) and (d) (Contractor; Subcontracting), shall not modify, alter, nor amend the Agreement or any rights, obligations, or responsibilities as between Contractor and County and shall be deemed a material breach of this Agreement, upon which County may immediately terminate this Agreement.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p>	County has relied, in entering into this Agreement, on the reputation of and on obtaining the personal performance of Contractor itself. Consequently, no performance of this Agreement, or any portion thereof, shall be subcontracted by Contractor without the prior written consent of County as provided in this Section 2.1 (Contractor; Subcontracting). Any purported agreement by Contractor to subcontract any performance under this Agreement without obtaining the prior written consent of County as provided in Sections 2.1(c) and (d) (Contractor; Subcontracting), shall not modify, alter, nor amend the Agreement or any rights, obligations, or responsibilities as between Contractor and County and shall be deemed a material breach of this Agreement, upon which County may immediately terminate this Agreement.
2.1 (c)	If Contractor desires to subcontract any portion of its performance under this Agreement, Contractor shall provide to County, in writing, a request for written approval to enter into the particular subcontract, which request shall include:	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor will not engage any subcontractors under the Agreement.</p>	If Contractor desires to subcontract any portion of its performance under this Agreement, Contractor shall provide to County, in writing, a request for written approval to enter into the particular subcontract, which request shall include:
2.1 (c) (i)	The reason(s) for the particular subcontract;	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p>	The reason(s) for the particular subcontract;

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		<p>-----</p> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Contractor will not engage any subcontractors under the Agreement.</p>	
2.1 (c) (ii)	Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected;	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <p>-----</p> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Contractor will not engage any subcontractors under the Agreement.</p>	Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected;
2.1 (c) (iii)	A detailed description of the work to be performed by the proposed subcontractor;	Do you accept this provision?	A detailed description of the work to be performed by the proposed subcontractor;

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		<input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No" <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor will not engage any subcontractors under the Agreement.</p>	
2.1 (c) (iv)	Confidentiality provisions applicable to the proposed subcontractor's officers, employees, and agents, which would be incorporated into the subcontract;	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor will not engage any subcontractors under the Agreement.</p>	Confidentiality provisions applicable to the proposed subcontractor's officers, employees, and agents, which would be incorporated into the subcontract;

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2.1 (c) (v)	A draft copy of the proposed subcontract agreement, which shall, at a minimum:	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor will not engage any subcontractors under the Agreement.</p>	A draft copy of the proposed subcontract agreement, which shall, at a minimum:
2.1 (c) (v) (1)	include representations and warranties by subcontractor that subcontractor (A) is qualified to perform the work for which subcontractor has been hired; (B) maintains the insurance required by this Agreement; and (C) is solely liable and responsible for any and all of its taxes, payments, and compensation, including compensation to its employees;	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor will not engage any subcontractors under the Agreement.</p>	include representations and warranties by subcontractor that subcontractor (A) is qualified to perform the work for which subcontractor has been hired; (B) maintains the insurance required by this Agreement; and (C) is solely liable and responsible for any and all of its taxes, payments, and compensation, including compensation to its employees;

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2.1 (c) (v) (2)	provide for indemnification by subcontractor of County and Contractor under the same terms and conditions as the indemnification provisions of this Agreement set forth in Section 23 (Indemnification); and	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor will not engage any subcontractors under the Agreement.</p>	provide for indemnification by subcontractor of County and Contractor under the same terms and conditions as the indemnification provisions of this Agreement set forth in Section 23 (Indemnification); and
2.1 (c) (v) (3)	include (A) Exhibit R (Confidentiality and Assignment Agreement); (B) Exhibit F (Business Associate Agreement); and (C) any other standard County required agreements, forms, and provisions, some of which may need to be executed by the proposed subcontractor and Contractor, as applicable;	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor will not engage any subcontractors under the Agreement.</p>	include (A) Exhibit R (Confidentiality and Assignment Agreement); (B) Exhibit F (Business Associate Agreement); and (C) any other standard County required agreements, forms, and provisions, some of which may need to be executed by the proposed subcontractor and Contractor, as applicable;

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2.1 (c) (vi)	Unless otherwise waived by County, copies of certificates of insurance from the proposed subcontractor, which establish that the subcontractor maintains the minimum programs of insurance required by County; and	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor will not engage any subcontractors under the Agreement.</p>	Unless otherwise waived by County, copies of certificates of insurance from the proposed subcontractor, which establish that the subcontractor maintains the minimum programs of insurance required by County; and
2.1 (c) (vii)	Other pertinent information and/or certifications requested by County.	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor will not engage any subcontractors under the Agreement.</p>	Other pertinent information and/or certifications requested by County.
2.1 (d)	County will review Contractor's request to subcontract and determine on a case-by-case basis whether or not to consent to such request, which consent shall not be unreasonably withheld.	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/>	County will review Contractor's request to subcontract and determine on a case-by-case basis whether or not to consent to such request, which consent shall not be unreasonably withheld.

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		<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Contractor will not engage any subcontractors under the Agreement.</p>	
2.1 (e)	Subject to and in addition to the provisions of Section 23 (Indemnification), Contractor shall indemnify, defend, and hold harmless County, its officers, employees and agents, from and against any and all third party claims, demands, liabilities, damages, costs and expenses, including, but not limited to, defense costs and legal, accounting or other expert consulting or professional fees in any way arising from or related to Contractor’s use of any subcontractor, including, without limitation, any officers, employees, or agents of any subcontractor, in the same manner as required for Contractor, its officers, employees, and agents, under this Agreement.	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Contractor will not engage any subcontractors under the Agreement.</p>	Subject to and in addition to the provisions of Section 23 (Indemnification), Contractor shall indemnify, defend, and hold harmless County, its officers, employees and agents, from and against any and all third party claims, demands, liabilities, damages, costs and expenses, including, but not limited to, defense costs and legal, accounting or other expert consulting or professional fees in any way arising from or related to Contractor’s use of any subcontractor, including, without limitation, any officers, employees, or agents of any subcontractor, in the same manner as required for Contractor, its officers, employees, and agents, under this Agreement.
2.1 (f)	Notwithstanding County’s consent to any subcontracting, Contractor shall remain fully responsible for any and all performance required of it under this Agreement, including that which Contractor has determined to subcontract, including, but not limited to, the obligation to properly supervise, coordinate, and perform all work required under this Agreement. All subcontracts shall be made in the name of Contractor and shall not bind nor	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your</p>	Notwithstanding County’s consent to any subcontracting, Contractor shall remain fully responsible for any and all performance required of it under this Agreement, including that which Contractor has determined to subcontract, including, but not limited to, the obligation to properly supervise, coordinate, and perform all work required under this Agreement. All subcontracts shall be made in the name of Contractor and shall not bind nor

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	purport to bind County. Furthermore, County approval of any subcontract shall not be construed to limit in any way Contractor's performance, obligations, or responsibilities to County, nor shall such approval limit in any way County's rights or remedies contained in this Agreement. Additionally, County's approval of any subcontract shall not be construed in any way to constitute the determination of the allowableness or appropriateness of any cost or payment under this Agreement.	proposed revision in the adjacent column using "track changes." Contractor will not engage any subcontractors under the Agreement.	purport to bind County. Furthermore, County approval of any subcontract shall not be construed to limit in any way Contractor's performance, obligations, or responsibilities to County, nor shall such approval limit in any way County's rights or remedies contained in this Agreement. Additionally, County's approval of any subcontract shall not be construed in any way to constitute the determination of the allowableness or appropriateness of any cost or payment under this Agreement.
2.1 (g)	County's consent to any subcontracting shall not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Agreement. Contractor shall notify its subcontractors of this County's right prior to subcontractors commencing performance under this Agreement. Contractor shall assure that any subcontractor personnel not approved in writing by County shall be immediately removed from the provision of any services under the particular subcontract or that other action is taken as requested by County.	Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No" ----- If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes." Contractor will not engage any subcontractors under the Agreement.	County's consent to any subcontracting shall not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Agreement. Contractor shall notify its subcontractors of this County's right prior to subcontractors commencing performance under this Agreement. Contractor shall assure that any subcontractor personnel not approved in writing by County shall be immediately removed from the provision of any services under the particular subcontract or that other action is taken as requested by County.
2.1 (g) Paragraph 2	Further, in the event that County consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such subcontractor is deemed by County to be in material breach of its subcontract or this Agreement. County shall not be liable or responsible in any way to Contractor, to any subcontractor, or to any officers, employees, or agents of Contractor or any subcontractor, for any claims, demands, damages, liabilities, losses, costs, or expenses, including, but not limited to, defense costs and legal,	Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No" ----- If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."	Further, in the event that County consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such subcontractor is deemed by County to be in material breach of its subcontract or this Agreement. County shall not be liable or responsible in any way to Contractor, to any subcontractor, or to any officers, employees, or agents of Contractor or any subcontractor, for any claims, demands, damages, liabilities, losses, costs, or expenses, including, but not limited to, defense costs and legal,

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	accounting and other expert, consulting or professional fees, in any way arising from or related to County's exercise of such right.	Contractor will not engage any subcontractors under the Agreement.	accounting and other expert, consulting or professional fees, in any way arising from or related to County's exercise of such right.
2.1 (h)	Notwithstanding County's consent to any subcontracting, Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors, and their officers, employees, agents, and successors in interest, for any services performed by subcontractors under this Agreement.	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor will not engage any subcontractors under the Agreement.</p>	Notwithstanding County's consent to any subcontracting, Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors, and their officers, employees, agents, and successors in interest, for any services performed by subcontractors under this Agreement.
2.1 (i)	In the event that County consents to any subcontracting, for each subcontract entered into by Contractor, Contractor shall deliver to the County Project Director, immediately after the effective date of the subcontract but in no event later than the date any work is performed under the subcontract:	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor will not engage any subcontractors under the Agreement.</p>	In the event that County consents to any subcontracting, for each subcontract entered into by Contractor, Contractor shall deliver to the County Project Director, immediately after the effective date of the subcontract but in no event later than the date any work is performed under the subcontract:

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2.1 (i) (i)	A fully executed copy of each subcontract entered into by Contractor;	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor will not engage any subcontractors under the Agreement.</p>	A fully executed copy of each subcontract entered into by Contractor;
2.1 (i) (ii)	An executed version of County's then current Confidentiality and Assignment Agreement (" Confidentiality and Assignment Agreement ") and Business Associate Agreement (" BAA ") for each subcontractor approved to perform work under this Agreement on behalf of such subcontractor and all of employees who will be performing such work; and	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor will not engage any subcontractors under the Agreement.</p>	An executed version of County's then current Confidentiality and Assignment Agreement ("Confidentiality and Assignment Agreement") and Business Associate Agreement ("BAA") for each subcontractor approved to perform work under this Agreement on behalf of such subcontractor and all of employees who will be performing such work; and
2.1 (i) (iii)	Unless otherwise waived by County, certificates of insurance which establish that the subcontractor maintains the minimum programs of insurance required by County under this Agreement.	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/>	Unless otherwise waived by County, certificates of insurance which establish that the subcontractor maintains the minimum programs of insurance required by County under this Agreement.

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		<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Contractor will not engage any subcontractors under the Agreement.</p>	
2.1 (j)	Notwithstanding County’s consent to any subcontracting, Contractor shall be jointly and severally liable with each subcontractor for any breach by any subcontractor of this Agreement, the Confidentiality and Assignment Agreement, or the BAA.	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Contractor will not engage any subcontractors under the Agreement.</p>	Notwithstanding County’s consent to any subcontracting, Contractor shall be jointly and severally liable with each subcontractor for any breach by any subcontractor of this Agreement, the Confidentiality and Assignment Agreement, or the BAA.
2.1 (k)	In the event that County consents to any subcontracting, such consent shall apply to each particular subcontract only and shall not be, or be construed to be, a waiver of this Section 2.1 (Contractor; Subcontracting) or a blanket consent to any further subcontracting.	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p>	In the event that County consents to any subcontracting, such consent shall apply to each particular subcontract only and shall not be, or be construed to be, a waiver of this Section 2.1 (Contractor; Subcontracting) or a blanket consent to any further subcontracting.

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		Contractor will not engage any subcontractors under the Agreement.	
2.2	<p>County</p> <p>The rights and obligations of County may be, in whole or in part, exercised or fulfilled by County’s agencies, departments, joint power authorities in which County is a participant, and other public collaborative efforts, such as a community health information exchange (HIE) (each, an “Affiliated User,” and collectively, “Affiliate Users”).</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Section 3 covers the Hospitals where Contractor’s Licensed Software Assets are allowed to be used.</p>	<p>County</p> <p>The rights and obligations of County may be, in whole or in part, exercised or fulfilled by County’s agencies, departments, joint power authorities in which County is a participant, and other public collaborative efforts, such as a community health information exchange (HIE) (each, an “Affiliated User,” and collectively, “Affiliate Users”).</p>
2.3	<p>County Designee</p> <p>Any third party outsourcing vendor, contractor, agent, or other person or entity designated by County in writing (the “County Designee”) shall be entitled to perform any responsibilities, obligations, or other provisions attributed to County under this Agreement. Contractor shall fully cooperate, communicate, coordinate with, and respond to all the requests of the County Designee, and Contractor will provide the County Designee with the appropriate information in the possession of Contractor relating to the Services. Contractor shall be entitled to reasonably rely on the County Designee, provided, however, that County</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Only County directly and its Hospitals set forth in Section 3 are</p>	<p>County Designee</p> <p>[INTENTIONALLY DELETED.]Any third party outsourcing vendor, contractor, agent, or other person or entity designated by County in writing (the “County Designee”) shall be entitled to perform any responsibilities, obligations, or other provisions attributed to County under this Agreement. Contractor shall fully cooperate, communicate, coordinate with, and respond to all the requests of the County Designee, and Contractor will provide the County Designee with the appropriate information in the possession of Contractor relating to the Services. Contractor shall be entitled to reasonably rely on</p>

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	written Approval shall be required for any work effort requested by a County Designee that may result in additional costs to County. County shall be entitled to amend and/or terminate its use of the County Designee at any time upon advance notice to Contractor. County will require each County Designee to enter into an agreement containing appropriate confidentiality and non-use provisions with respect to Contractor's Confidential Information. County shall remain responsible to Contractor for any and all performance required under this Agreement by the County Designee. County shall be entitled to provide the County Designee with Contractor's Confidential Information as required for the County Designee to provide its services to County pursuant to this Section 2.3 (County Designee).	permitted to use Contractor's Licensed Software Assets.	the County Designee, provided, however, that County written Approval shall be required for any work effort requested by a County Designee that may result in additional costs to County. County shall be entitled to amend and/or terminate its use of the County Designee at any time upon advance notice to Contractor. County will require each County Designee to enter into an agreement containing appropriate confidentiality and non-use provisions with respect to Contractor's Confidential Information. County shall remain responsible to Contractor for any and all performance required under this Agreement by the County Designee. County shall be entitled to provide the County Designee with Contractor's Confidential Information as required for the County Designee to provide its services to County pursuant to this Section 2.3 (County Designee).
SECTION 3. (LICENSED SOFTWARE)			
3.1 (License Grant) 3.1.1	Scope of License Subject to the terms and conditions of this Agreement, Contractor grants to County a perpetual, worldwide, non-exclusive, transferable (as provided in Section 29.15.2 (Assignment by County) license to Use the Licensed Software and Documentation (as defined in Section 3.3 (Documentation) below) for County's business purposes and activities (hereinafter " License "). For the purposes of this Section 3 (Licensed Software), the term " Use " as it applies to Licensed Software means to copy, install, access, execute, operate, distribute, archive and run the Licensed Software for installation, test, development, production, transaction processing, data transmission and exchange, support, archival, emergency restart, and disaster recovery purposes. Without limitation of the above, County's business purposes and activities will include making the Licensed Software and Documentation available to County finance users, physicians, and other health care facilities, federal, State, and local agencies, and business partners to facilitate the use and the expansion of the CADS System.	Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No" <hr/> If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes." <hr/> Contractor has inserted its standard license language.	Scope of License Subject to the terms and conditions of this Agreement, Contractor grants to County a limited perpetual , worldwide , non-exclusive, <u>non-transferable (as provided in Section 29.15.2 (Assignment by County))</u> license to Use the Licensed Software and Documentation (as defined in Section 3.3 (Documentation) below) for County's business purposes and activities (hereinafter " License "). For the purposes of this Section 3 (Licensed Software), the term " Use " as it applies to Licensed Software means to copy, install, access, execute, operate, distribute, archive and run the Licensed Software for installation, test, development, production, transaction processing, data transmission and exchange, support, archival, emergency restart, and disaster recovery purposes. <u>Notwithstanding the foregoing, Contractor acknowledges that part of County's business may involve operating in a shared resource and/or service bureau environment, and in connection with such business, County will have, subject to the requirements set forth in this Agreement, the right to use</u>

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			<p><u>the Programs for itself and its Facilities, such right of use will include a right of access and direct use County's Authorized Users.</u></p> <p><u>Without limitation of the above, County's business purposes and activities will include making the Licensed Software and Documentation available to County finance users, physicians, and other health care facilities, federal, State, and local agencies, and business partners to facilitate the use and the expansion of the CADS System.</u></p> <p><u>County will have the right to modify the Licensed Software Assets and/or merge the same into other programs and materials to form an updated work for its own use.</u></p> <p><u>County must obtain from Contractor advance written approval, which will not be unreasonably withheld, before any changes are made to the Hospitals listed in Exhibit [TBD]. County recognizes the fees for the rights granted hereunder are based upon (1) the number of System Users (defined below) for the Facilities and (2) the number of Hospitals listed in Exhibit [TBD] and an increase in either may result in an increase in fees.</u></p> <p><u>County must not access the Licensed Software Assets from any location other than County's Facilities and must prevent use or access of the Licensed Software Assets by anyone other than County or other Authorized Users. County acknowledges that any use of the Licensed Software Assets in violation of this Section constitutes a material breach of the terms of this Agreement. County and Authorized Users are permitted to access the software from remote sites, so long as such access conforms to the County's policies for remote access to confidential information.</u></p>
3.1.2	License Restrictions The Licensed Software shall not in any way be disassembled, decompiled or reverse engineered, nor shall	Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"	License Restrictions The Licensed Software shall not in any way be disassembled, decompiled or reverse engineered, nor shall

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	any attempt to do same be undertaken or knowingly permitted by County, except to the extent permitted by applicable law or authorized by Contractor.	<p>-----</p> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <p>-----</p>	any attempt to do same be undertaken or knowingly permitted by County, except to the extent permitted by applicable law or authorized by Contractor.
3.1.3	<p>County’s Use In Excess of License Limitations</p> <p>In the event that parts of the Licensed Software is licensed on a limited basis (e.g., licensed on a per user, server, CPU, named user basis) and County Uses the Licensed Software in excess of such limited 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.</p>	<p>Do you accept this provision?</p> <p><input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <p>-----</p> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <p>-----</p> <p>County must pay additional fees in the event that more System Users are required for the Licensed Software Assets.</p>	<p>County’s Use In Excess of License Limitations</p> <p>In the event that parts of the Licensed Software is licensed on a limited basis (e.g., licensed on a per user, server, CPU, named user basis) and County Uses the Licensed Software in excess of such limited 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. County <u>recognizes the fees for the rights granted hereunder are based upon (1) the number of System Users for the Facilities and (2) the number of Hospitals listed in Exhibit [TBD] and an increase in either may result in an increase in fees.</u></p>
3.2	<p>Revisions</p> <p>During the Support Term, all Revisions (including Displaced/Renamed Products) shall be provided to County at no additional charge, including required implementation services to enable County to utilize the Revisions, beyond</p>	<p>Do you accept this provision?</p> <p><input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <p>-----</p>	<p><u>RevisionsUpgrades</u></p> <p>During the Support Term, all <u>Revisions-Upgrades (including Displaced/Renamed Products)</u> shall be provided to County at no additional charge, <u>including required implementation services to enable County to utilize the Revisions, beyond</u></p>

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	the fees payable hereunder for Support Services, regardless of whether Contractor charges other customers for such Revisions. During the Support Term, 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.	<p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>We have changed this language to be around "Upgrades" vs. Revisions. No Upgrades would require additional implementation services.</p>	<p>the fees payable hereunder for Support Services, regardless of whether Contractor charges other customers for such Revisions. During the Support Term, 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 an <u>UpgradeRevision</u>.</p>
3.3	<p>Documentation</p> <p>For purposes of this Agreement, the term "Documentation" shall mean all of Contractor's training course materials, system specifications and technical manuals, and all other user instructions (as to each of the above, to the extent such Documentation is provided by Contractor or otherwise made available any of its customers) regarding the capabilities, operation, and use of the Licensed Software, including, but not limited to, online help screens contained in the Licensed Software, existing as of the Effective Date and any revisions, supplements, or updates thereto. At no additional charge to County, Contractor shall provide or make available to County all Documentation relating to the Licensed Software. If the Documentation for the Licensed Software 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 incorporate such copies into its own technical and user</p>	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>County's "Authorized Users" as defined in the Glossary Terms are permitted to use the Licensed Software Assets.</p>	<p>Documentation</p> <p>For purposes of this Agreement, the term "Documentation" shall mean all of Contractor's training course materials, system specifications and technical manuals, and all other user instructions (as to each of the above, to the extent such Documentation is provided by Contractor or otherwise made available any of its customers) regarding the capabilities, operation, and use of the Licensed Software, including, but not limited to, online help screens contained in the Licensed Software, existing as of the Effective Date and any revisions, supplements, or updates thereto. At no additional charge to County, Contractor shall provide or make available to County all Documentation relating to the Licensed Software. If the Documentation for the Licensed Software 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 <u>Authorized Users</u>County personnel or County Designees, and incorporate such copies into its own</p>

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	manuals, provided that such reproduction relates to County's and its personnel's Use of the Licensed Software 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. Documentation as to Integral Third-Party Software or Third-Party Products shall be included within the meaning of the term "Documentation," provided, such Documentation is accessible or available to Contractor.		technical and user manuals, provided that such reproduction relates to County's and its <u>Authorized Users'</u> personnel's Use of the Licensed Software 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. Documentation as to Integral Third-Party Software or Third-Party Products shall be included within the meaning of the term "Documentation," provided, such Documentation is accessible or available to Contractor.
SECTION 4. (ESCROW OF SOURCE MATERIALS)			
4.1	<p>Escrow Agent and Release Conditions</p> <p>Contractor has deposited a copy of the Source Material for the Licensed Software with [REDACTED], a software escrow agent (the "Escrow Agent"), located at [REDACTED] (the "Escrow") pursuant to a written escrow agreement ("Escrow Agreement"). A copy of the Escrow Agreement shall be incorporated by reference into this Agreement as Exhibit P (Escrow Agreement). Contractor shall continually update the Source Material by promptly depositing in the Escrow each new Revision of the Licensed Software. Contractor's duty to update the Source Material shall continue through the Support Term or until County ceases obtaining Support Services from Contractor, whichever is later. The Source Material will be held in the Escrow. The events upon which County shall have access to the Source Material shall include (collectively the "Release Conditions"): (a) the insolvency of Contractor; (b) the making of a general assignment by Contractor for the benefit of its creditors or a filing of a voluntary or involuntary petition in bankruptcy by or against Contractor that is not dismissed within thirty (30) days of the filing thereof; (c) as set forth in Section 5 (Bankruptcy And Liquidation); (d) in the event Contractor ceases to maintain or support the Licensed Software for</p>	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor has inserted its standard escrow provision.</p>	<p>Escrow Agent and Release Conditions</p> <p><u>Contractor agrees to add County as a beneficiary of its source code escrow for the Licensed Software Assets, pursuant to mutually agreed-upon terms, within sixty (60) days after the Effective Date of this Agreement, as long as County executes the beneficiary enrollment form provided by Contractor in a timely manner. County will be added as a beneficiary of Contractor's escrow account in exchange for an annual fee of \$1,500 per year ("Escrow Service"). The escrow agreement shall provide for release of the source code materials for the Programs to County in accordance with this Section 4.1 of the Agreement. Notwithstanding anything to the contrary, County may terminate the Escrow Services upon prior notice without fee or penalty.</u></p> <p><u>Every six (6) months through the remainder of the term of this Agreement, the source code for all of the products licensed under this Agreement, including all relevant commentary, explanations and other documentation, as well as instructions to compile the source code, plus all revisions to the Software source code encompassing all corrections, changes, modifications and enhancements made to the Software by Contractor will be updated. The</u></p>

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	<p>reasons other than County’s failure to pay for, or election not to receive, Contractor’s Support Services, and no other qualified entity has assumed the obligation to maintain and support the Licensed Software; (e) termination of this Agreement for breach by Contractor; and (f) any other release conditions that may be specified under the Escrow Agreement. If a Release Condition occurs, County may hire Contractor Personnel to assist County with using and understanding the Source Material without being subject to Section 29.19 (Prohibition Against Inducement or Persuasion).</p>		<p><u>escrow agreement shall provide for release of the source code materials for the Programs to County in the event that:</u></p> <p><u>(a) Contractor (i) applies for or consents to the appointment of or the taking of possession by a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property to which this Agreement relates; (ii) makes a general assignment for the benefit of creditors; (iii) commences a voluntary case under the Federal Bankruptcy Code, as now or hereafter in effect; or (iv) fails to contest in a timely or appropriate manner or acquiesces in writing to any petition filed against it in an involuntary case under such Bankruptcy Code or any application filed against it for the appointment of a receiver, custodian, trustee or liquidation of itself or of all or a substantial part of its property; or</u></p> <p><u>(b) Contractor is liquidated or dissolved or ceases to do business without having assigned or otherwise transferred its rights and obligations under this Agreement to a permitted assignee that is qualified to support the Software and to fulfill Contractor’s obligations hereunder;</u></p> <p><u>The materials maintained in such escrow account (collectively, the “Escrow Materials”) shall include the Program source code and all comments and procedural code, in a form intelligible to trained programmers and capable of being translated into object code for operation on computer equipment through assembly or compiling, and accompanied by documentation that is available, The “Development Environment” consists of the programming documentation, schematics, designs, and flow charts and any proprietary software tools owned by Contractor.</u></p> <p><u>In the event the Escrow Materials are released to County for any reason, such release shall be subject to, and County hereby agrees to, the following terms and limitations. County shall use the released Escrow Materials solely for the upkeep and maintenance of the Licensed Software Assets. In no event shall County (i) release or disclose the</u></p>

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			<p>Escrow Materials to any third party, (ii) sell, license, lease, or otherwise dispose of the Escrow Materials, unless such sale, license, or other disposition is in connection with the sale of all or substantially all of the operations of County, or (iii) sell, license, lease, or otherwise dispose of any software product that is a compiled or assembled version of, or a derivative work arising from, the Escrow Materials. Contractor has deposited a copy of the Source Material for the Licensed Software with _____, a software escrow agent (the “Escrow Agent”), located at _____ (the “Escrow”) pursuant to a written escrow agreement (“Escrow Agreement”). A copy of the Escrow Agreement shall be incorporated by reference into this Agreement as Exhibit P (Escrow Agreement). Contractor shall continually update the Source Material by promptly depositing in the Escrow each new Revision of the Licensed Software. Contractor’s duty to update the Source Material shall continue through the Support Term or until County ceases obtaining Support Services from Contractor, whichever is later. The Source Material will be held in the Escrow. The events upon which County shall have access to the Source Material shall include (collectively the “Release Conditions”): (a) the insolvency of Contractor; (b) the making of a general assignment by Contractor for the benefit of its creditors or a filing of a voluntary or involuntary petition in bankruptcy by or against Contractor that is not dismissed within thirty (30) days of the filing thereof; (c) as set forth in Section 5 (Bankruptcy And Liquidation); (d) in the event Contractor ceases to maintain or support the Licensed Software for reasons other than County’s failure to pay for, or election not to receive, Contractor’s Support Services, and no other qualified entity has assumed the obligation to maintain and support the Licensed Software; (e) termination of this Agreement for breach by Contractor; and (f) any other release conditions that may be specified under the Escrow Agreement. If a Release Condition occurs, County may hire Contractor Personnel to assist County with using and understanding the Source Material without being subject</p>

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			to Section 29.19 (Prohibition Against Inducement or Persuasion).
4.2	Natural Degeneration The Parties acknowledge that as a result of the passage of time alone, the deposited Source Material may be susceptible to loss of quality (“ Natural Degeneration ”). For the purpose of reducing the risk of Natural Degeneration, Contractor shall deposit with the Escrow Agent a new copy of all deposited Source Material at least once every two (2) years. In the event the Source Material or any part of it is destroyed or corrupted, upon County’s request, Contractor shall provide a replacement copy of the Source Material.	Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No” ----- If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.” Contractor has inserted its standard escrow provision.	Natural Degeneration [INTENTIONALLY DELETED.]The Parties acknowledge that as a result of the passage of time alone, the deposited Source Material may be susceptible to loss of quality (“Natural Degeneration”). For the purpose of reducing the risk of Natural Degeneration, Contractor shall deposit with the Escrow Agent a new copy of all deposited Source Material at least once every two (2) years. In the event the Source Material or any part of it is destroyed or corrupted, upon County’s request, Contractor shall provide a replacement copy of the Source Material.
4.3	Use of Source Material Upon the occurrence of a Release Condition, County will, upon payment of the duplication cost and other handling charges of the Escrow Agent, be entitled to obtain a copy of such Source Material from the Escrow Agent. County shall be entitled to use the Source Material as needed to remedy the event of release and mitigate any damages arising from such event. Such use will include, but is not limited to, County’s right to perform its own support and maintenance, alter or modify the Source Material, and/or obtain the benefits sought under this Agreement. The Escrow Agent’s responsibility in the event of a Release Condition will be to cause a copy of the Source Material, in the form as delivered by Contractor, to be promptly delivered to County at the appropriate time. Nothing	Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No” ----- If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.” Contractor has inserted its standard escrow provision.	Use of Source Material [INTENTIONALLY DELETED.]Upon the occurrence of a Release Condition, County will, upon payment of the duplication cost and other handling charges of the Escrow Agent, be entitled to obtain a copy of such Source Material from the Escrow Agent. County shall be entitled to use the Source Material as needed to remedy the event of release and mitigate any damages arising from such event. Such use will include, but is not limited to, County’s right to perform its own support and maintenance, alter or modify the Source Material, and/or obtain the benefits sought under this Agreement. The Escrow Agent’s responsibility in the event of a Release Condition will be to cause a copy of the Source Material, in the form as delivered by Contractor, to be promptly delivered to County at the appropriate time. Nothing herein relieves Contractor of its

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	herein relieves Contractor of its obligation to provide Support Services as required under this Agreement.		obligation to provide Support Services as required under this Agreement.
4.4	Proprietary Rights County acknowledges that any possession of the Source Material referred to herein is subject to the confidentiality and proprietary provisions of access to any third party, except to service, maintain, support, repair, operate, modify, or otherwise facilitate and continue the use and operation of the installed Licensed Software as provided herein. Should use of the Source Material as provided in this Section 4 (Escrow of Source Materials) involve the use or practice of any patent, copyright, trade secret, trademark, or other proprietary information in which Contractor has an interest, Contractor, on behalf of itself and its assignees and successors, agrees not to assert a claim for patent, copyright, trade secret, trademark, or other proprietary information infringement against County, provided use of the Licensed Software and Source Material is in accordance with this Agreement.	Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No" ----- If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes." Contractor has inserted its standard escrow provision.	Proprietary Rights [INTENTIONALLY DELETED.]County acknowledges that any possession of the Source Material referred to herein is subject to the confidentiality and proprietary provisions of access to any third party, except to service, maintain, support, repair, operate, modify, or otherwise facilitate and continue the use and operation of the installed Licensed Software as provided herein. Should use of the Source Material as provided in this Section 4 (Escrow of Source Materials) involve the use or practice of any patent, copyright, trade secret, trademark, or other proprietary information in which Contractor has an interest, Contractor, on behalf of itself and its assignees and successors, agrees not to assert a claim for patent, copyright, trade secret, trademark, or other proprietary information infringement against County, provided use of the Licensed Software and Source Material is in accordance with this Agreement.
4.5	County's Right to Verify Source Material Regardless of whether one of the Release Conditions occurs, County shall have the right, at County's sole expense, to require the Escrow Agent to verify the relevance, completeness, currency, accuracy, and functionality of the Source Material by, among other things, compiling the Source Material and performing test runs for comparison with the capabilities of the Licensed Software. In the event such testing demonstrates the Source Material does not correspond to the Licensed Software, Contractor shall reimburse County for all costs and fees incurred in said verification, compilation, and testing and immediately deposit the correct Source Material with the Escrow Agent.	Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No" ----- If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes." Contractor has inserted its standard escrow provision.	County's Right to Verify Source Material [INTENTIONALLY DELETED.]Regardless of whether one of the Release Conditions occurs, County shall have the right, at County's sole expense, to require the Escrow Agent to verify the relevance, completeness, currency, accuracy, and functionality of the Source Material by, among other things, compiling the Source Material and performing test runs for comparison with the capabilities of the Licensed Software. In the event such testing demonstrates the Source Material does not correspond to the Licensed Software, Contractor shall reimburse County for all costs and fees incurred in said verification, compilation, and testing and immediately deposit the correct Source Material with the Escrow Agent.

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4.6	Amendment of Escrow Agreement Contractor shall cause the Escrow Agreement (attached as Exhibit P (Escrow Agreement)) to be amended by adding to it the conditions of release set forth in this Section 4 (Escrow of Source Materials). In addition, to the extent this Section 4 (Escrow of Source Materials) conflicts with the Escrow Agreement, Contractor shall cause the Escrow Agreement to be amended to remove such conflict in favor of the conditions specified in this Section 4 (Escrow of Source Materials).	Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No" <hr/> If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes." <hr/> Contractor has inserted its standard escrow provision.	Amendment of Escrow Agreement [INTENTIONALLY DELETED.] Contractor shall cause the Escrow Agreement (attached as Exhibit P (Escrow Agreement)) to be amended by adding to it the conditions of release set forth in this Section 4 (Escrow of Source Materials). In addition, to the extent this Section 4 (Escrow of Source Materials) conflicts with the Escrow Agreement, Contractor shall cause the Escrow Agreement to be amended to remove such conflict in favor of the conditions specified in this Section 4 (Escrow of Source Materials).
4.7	Escrow Maintenance Fees There shall be no charge to County for the maintenance of the Escrow for the purpose of this Agreement.	Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No" <hr/> If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes." <hr/> Contractor has inserted its standard escrow provision.	Escrow Maintenance Fees [INTENTIONALLY DELETED.] There shall be no charge to County for the maintenance of the Escrow for the purpose of this Agreement.
SECTION 5. (BANKRUPTCY AND LIQUIDATION)			
5.	In the event that Contractor shall: (1) make an assignment for the benefit of creditors or petition or apply to any tribunal for the appointment of a custodian, receiver, or	Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"	In the event that Contractor shall: (1) make an assignment for the benefit of creditors or petition or apply to any tribunal for the appointment of a custodian, receiver, or

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	trustee for all or a substantial part of its assets; (2) commence any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction whether now or hereafter in effect; (3) have had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made, and which remains undismissed for a period of sixty (60) days or more; (4) take any corporate action indicating its consent to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or substantial part of its assets; or (5) permit any such custodianship, receivership, or trusteeship to continue undischarged for a period of sixty (60) days or more, causing Contractor or any third party, including, without limitation, a trustee in bankruptcy, to be empowered under state or federal law to reject this Agreement or any agreement supplementary hereto, County shall have the following rights:	<p align="center">-----</p> <p align="center">If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	trustee for all or a substantial part of its assets; (2) commence any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction whether now or hereafter in effect; (3) have had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made, and which remains undismissed for a period of sixty (60) days or more; (4) take any corporate action indicating its consent to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or substantial part of its assets; or (5) permit any such custodianship, receivership, or trusteeship to continue undischarged for a period of sixty (60) days or more, causing Contractor or any third party, including, without limitation, a trustee in bankruptcy, to be empowered under state or federal law to reject this Agreement or any agreement supplementary hereto, County shall have the following rights:
5. (a)	In the event of a rejection of this Agreement or any agreement supplementary hereto, County shall be permitted to retain and use any back-up or archival copies of the Licensed Software under this Agreement for the purpose of enabling it to mitigate damages caused to County because of the rejection of this Agreement;	<p align="center">Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <p align="center">-----</p> <p align="center">If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	In the event of a rejection of this Agreement or any agreement supplementary hereto, County shall be permitted to retain and use any back-up or archival copies of the Licensed Software under this Agreement for the purpose of enabling it to mitigate damages caused to County because of the rejection of this Agreement;

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5. (b)	In the event of a rejection of this Agreement or any agreement supplementary hereto, County may elect to retain its rights under this Agreement or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code. Upon written request of County to, as applicable, Contractor or the bankruptcy trustee or receiver, Contractor or such bankruptcy trustee or receiver shall not interfere with the rights of County as County as provided in this Agreement or in any agreement supplementary hereto to obtain the Source Material(s) from the bankruptcy trustee or from a third party escrow agent and shall, if requested, cause a copy of such Source Material(s) to be available to County; and	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p>	In the event of a rejection of this Agreement or any agreement supplementary hereto, County may elect to retain its rights under this Agreement or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code. Upon written request of County to, as applicable, Contractor or the bankruptcy trustee or receiver, Contractor or such bankruptcy trustee or receiver shall not interfere with the rights of County as County as provided in this Agreement or in any agreement supplementary hereto to obtain the Source Material(s) from the bankruptcy trustee or from a third party escrow agent and shall, if requested, cause a copy of such Source Material(s) to be available to County; and
5. (c)	In the event of a rejection of this Agreement or any agreement supplementary hereto, County may retain its rights under this Agreement or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code without prejudice to any of its rights under Section 503(b) of the Bankruptcy Code.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p>	In the event of a rejection of this Agreement or any agreement supplementary hereto, County may retain its rights under this Agreement or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code without prejudice to any of its rights under Section 503(b) of the Bankruptcy Code.
SECTION 6. (CONTINUOUS LICENSED SOFTWARE SUPPORT)			
6.	If Contractor assigns this Agreement, is acquired, or is otherwise controlled by another individual or entity, or a decision is made to no longer support the Licensed Software to at least the same level that Contractor	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p>	[INTENTIONALLY DELETED.]If Contractor assigns this Agreement, is acquired, or is otherwise controlled by another individual or entity, or a decision is made to no longer support the Licensed Software to at least the same

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	supported the Licensed Software as of the Effective Date, (collectively referred to as a “ Successor Event ”), Contractor or Contractor’s assignee or successor shall provide Support Services in accordance with this Agreement for at least five (5) years following the Successor Event, unless otherwise agreed to in writing by County. After such five (5) years or, if subsequent to the Successor Event, the Licensed Software is not supported to at least the same level that Contractor supported the Licensed Software prior to the Successor Event, because, for example, Contractor’s assignee or successor chooses to support other products with similar functions or does not otherwise properly staff the support for the Licensed Software, County, at its sole option, may elect to transfer the license of the Licensed Software, without cost or penalty, to another similar product (“ Replacement Product ”) within Contractor or Contractor’s assignee’s or successor’s product offering. For purposes of this Section 6 (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 for the Replacement Product. In addition, the following terms and conditions shall apply if County elects to transfer this license to a Replacement Product:	<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>County must negotiate the terms with Contractor’s successor directly for future renewals.</p>	<p>level that Contractor supported the Licensed Software as of the Effective Date, (collectively referred to as a “Successor Event”), Contractor or Contractor’s assignee or successor shall provide Support Services in accordance with this Agreement for at least five (5) years following the Successor Event, unless otherwise agreed to in writing by County. After such five (5) years or, if subsequent to the Successor Event, the Licensed Software is not supported to at least the same level that Contractor supported the Licensed Software prior to the Successor Event, because, for example, Contractor’s assignee or successor chooses to support other products with similar functions or does not otherwise properly staff the support for the Licensed Software, County, at its sole option, may elect to transfer the license of the Licensed Software, without cost or penalty, to another similar product (“Replacement Product”) within Contractor or Contractor’s assignee’s or successor’s product offering. For purposes of this Section 6 (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 for the Replacement Product. In addition, the following terms and conditions shall apply if County elects to transfer this license to a Replacement Product:</p>
6. (a)	Any prepaid maintenance and support shall transfer in full force and effect for the balance of the Replacement Product’s maintenance and support term (or equivalent service) at no additional cost. If the sum of prepaid money is greater than the Replacement Product’s maintenance and support fee for the same term, the credit balance will be applied to future maintenance and support fees or returned to County, at its option;	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your</p>	<p>Any prepaid maintenance and support shall transfer in full force and effect for the balance of the Replacement Product’s maintenance and support term (or equivalent service) at no additional cost. If the sum of prepaid money is greater than the Replacement Product’s maintenance and support fee for the same term, the credit balance will be applied to future maintenance and support fees or</p>

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		<p>proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>County must negotiate the terms with Contractor’s successor directly for future renewals.</p>	<p>returned to County, at its option;<u>[INTENTIONALLY DELETED]</u></p>
6. (b)	Any and all software offered separately and needed to fulfill the original Licensed Software’s level of functionality shall be supplied by Contractor’s assignee or successor without additional cost or penalty and shall not affect the calculation of any maintenance and support fees;	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <p>-----</p> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>County must negotiate the terms with Contractor’s successor directly for future renewals.</p>	<p>Any prepaid maintenance and support shall transfer in full force and effect for the balance of the Replacement Product’s maintenance and support term (or equivalent service) at no additional cost. If the sum of prepaid money is greater than the Replacement Product’s maintenance and support fee for the same term, the credit balance will be applied to future maintenance and support fees or<u>returned to County, at its option;</u><u>[INTENTIONALLY DELETED]</u></p>
6. (c)	Any services required for implementation of the Replacement Product shall be provided by Contractor’s assignee or successor without additional cost or penalty;	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <p>-----</p> <p>If “No,” state clearly your objection(s) to the specific</p>	<p>Any prepaid maintenance and support shall transfer in full force and effect for the balance of the Replacement Product’s maintenance and support term (or equivalent service) at no additional cost. If the sum of prepaid money is greater than the Replacement Product’s maintenance and support fee for the same term, the credit balance will</p>

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		<p>concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>County must negotiate the terms with Contractor’s successor directly for future renewals.</p>	<p>be applied to future maintenance and support fees or returned to County, at its option;<u>[INTENTIONALLY DELETED]</u></p>
6. (d)	Contractor shall provide to County reasonable training for purposes of learning the Replacement Product at no cost to County;	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>County must negotiate the terms with Contractor’s successor directly for future renewals.</p>	<p>Any prepaid maintenance and support shall transfer in full force and effect for the balance of the Replacement Product’s maintenance and support term (or equivalent service) at no additional cost. If the sum of prepaid money is greater than the Replacement Product’s maintenance and support fee for the same term, the credit balance will be applied to future maintenance and support fees or returned to County, at its option;<u>[INTENTIONALLY DELETED]</u></p>
6. (e)	All license terms and conditions shall remain as granted herein with no additional fees imposed on County; and	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific</p>	<p>Any prepaid maintenance and support shall transfer in full force and effect for the balance of the Replacement Product’s maintenance and support term (or equivalent service) at no additional cost. If the sum of prepaid money is greater than the Replacement Product’s maintenance and support fee for the same term, the credit balance will</p>

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		<p>concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>County must negotiate the terms with Contractor’s successor directly for future renewals.</p>	<p>be applied to future maintenance and support fees or returned to County, at its option;<u>[INTENTIONALLY DELETED]</u></p>
6. (f)	The definition of Licensed Software shall then mean and include the Replacement Product.	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>County must negotiate the terms with Contractor’s successor directly for future renewals.</p>	<p>[INTENTIONALLY DELETED.]The definition of Licensed Software shall then mean and include the Replacement Product.</p>
SECTION 7. (THIRD-PARTY PRODUCTS AND THIRD-PARTY INTELLECTUAL PROPERTY)			
7.	Contractor shall identify all Third-Party Intellectual Property, if any, in Exhibit B (Licensed Software) or the applicable Statement of Work. Such identification shall include, at a minimum, the following information: (a) the nature of the Third-Party Intellectual Property; (b) the owner of the Third-Party Intellectual Property; (c)	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific</p>	<p>[INTENTIONALLY DELETED.]Contractor shall identify all Third-Party Intellectual Property, if any, in Exhibit B (Licensed Software) or the applicable Statement of Work. Such identification shall include, at a minimum, the following information: (a) the nature of the Third-Party Intellectual Property; (b) the owner of the Third-Party</p>

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	Contractor’s authority to include the Third-Party Intellectual Property in the Licensed Software, Deliverables, or Services; and (d) any restrictions or royalty terms applicable to the use of the Third-Party Intellectual Property. Unless provided otherwise in Exhibit B (Licensed Software) or the applicable Statement of Work, Contractor shall obtain, at Contractor’s sole cost and expense, a fully paid-up, royalty-free, worldwide, non-exclusive license for the duration of the Support Term for County and County’s agents and assigns, to use the Third-Party Intellectual Property incorporated into the Licensed Software, Deliverables, and/or Services for County’s business purposes and activities.	<p>concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This provision is not applicable.</p>	<p>Intellectual Property; (c) Contractor’s authority to include the Third-Party Intellectual Property in the Licensed Software, Deliverables, or Services; and (d) any restrictions or royalty terms applicable to the use of the Third-Party Intellectual Property. Unless provided otherwise in Exhibit B (Licensed Software) or the applicable Statement of Work, Contractor shall obtain, at Contractor’s sole cost and expense, a fully paid-up, royalty-free, worldwide, non-exclusive license for the duration of the Support Term for County and County’s agents and assigns, to use the Third-Party Intellectual Property incorporated into the Licensed Software, Deliverables, and/or Services for County’s business purposes and activities.</p>
SECTION 8. (HARDWARE)			
8.	To the extent County will purchase any hardware or other equipment from Contractor (collectively, “ Hardware ”), such Hardware shall be specifically identified in Exhibit D (Hardware) or the applicable Statement of Work, including all applicable fees and costs. Title to each item of Hardware shall pass to County on delivery to the facility designated by County and payment in full of the fees associated with that particular item. Contractor shall be responsible for customary and appropriate product packaging, freight charges, insurance, and delivery of the Hardware to County designated Free On Board (“ FOB ”) destination. Contractor shall ensure delivery of the Hardware within the times prescribed in Exhibit D (Hardware) or the applicable Statement of Work. All Hardware and the parts therein shall be new and shall not contain any refurbished or used parts.	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>“Hardware” is not applicable under this Agreement.</p>	<p>[INTENTIONALLY DELETED.]To the extent County will purchase any hardware or other equipment from Contractor (collectively, “Hardware”), such Hardware shall be specifically identified in Exhibit D (Hardware) or the applicable Statement of Work, including all applicable fees and costs. Title to each item of Hardware shall pass to County on delivery to the facility designated by County and payment in full of the fees associated with that particular item. Contractor shall be responsible for customary and appropriate product packaging, freight charges, insurance, and delivery of the Hardware to County designated Free On Board (“FOB”) destination. Contractor shall ensure delivery of the Hardware within the times prescribed in Exhibit D (Hardware) or the applicable Statement of Work. All Hardware and the parts therein shall be new and shall not contain any refurbished or used parts.</p>
SECTION 9. (SERVICES AND DELIVERABLES)			
9.1	<p>Services</p> <p>Contractor will provide the Services, fulfill the obligations to County, produce and deliver the Deliverables, achieve the Milestones, and retain the responsibilities set forth in</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/>	<p>Services</p> <p><u>Contractor will provide the Program access credentials to County (the “Installation Date”) within fifteen (15) days of the Effective Date of this Agreement. If County does not</u></p>

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	<p>this Agreement and described in one or more sequentially numbered, written statements of work that specifically reference this Agreement and are attached hereto or incorporated by Amendment as part of Exhibit A (Statement of Work) (each, a “Statement of Work”). Each new Statement of Work shall be in the general form used in the Statement of Work attached as Exhibit A. It is anticipated and understood that the Services may be adapted through additional Statements of Work and modifications to existing Statements of Work as additional details are defined by the Parties. Contractor shall provide the Services without causing a material disruption of County’s operations.</p>	<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Contractor has added its standard services language.</p>	<p><u>agree that the Programs are accessible in accordance with the System Technical Requirements located at: http://www.stratadecision.com/TechRequirements, it will so advise Contractor in writing within thirty (30) days of the Installation Date. Contractor will then take corrective action to remedy the situation.</u></p> <p><u>Annual Consulting Days: Contractor shall make its resources available to County for a specified number of ongoing Annual Consulting Days pursuant to the details outlined in Exhibit [TBD] to be used toward consulting engagements outside of the project assumptions. These Annual Consulting Days will be provided to County at no additional charge. The allotment of person-days for a given contract year is to be used within one year, and will not carry over from year to year.</u></p> <p>Contractor will provide the Services, fulfill the obligations to County, produce and deliver the Deliverables, achieve the Milestones, and retain the responsibilities set forth in this Agreement and described in one or more sequentially numbered, written statements of work that specifically reference this Agreement and are attached hereto or incorporated by Amendment as part of Exhibit A (Statement of Work) (each, a “Statement of Work”). Each new Statement of Work shall be in the general form used in the Statement of Work attached as Exhibit A. It is anticipated and understood that the Services may be adapted through additional Statements of Work and modifications to existing Statements of Work as additional details are defined by the Parties. Contractor shall provide the Services without causing a material disruption of County’s operations.</p>
9.1 Paragraph 2	<p>Contractor shall provide the Services to County as an integrated service offering in accordance with this Agreement and without regard to the lines of business, departmental responsibilities, intra-Affiliate relationships, or geographic locations within Contractor’s organization from which such Services are offered, or the internal cost,</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific</p>	<p>Contractor shall provide the Services to County as an integrated service offering in accordance with this Agreement and without regard to the lines of business, departmental responsibilities, intra-Affiliate relationships, or geographic locations within Contractor’s organization from which such Services are offered, or the internal cost,</p>

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	investment, or profit center within Contractor's organization to which the financial accounting for a Service is ultimately attributed.	<p>concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor has added its standard services language above.</p>	<p>investment, or profit center within Contractor's organization to which the financial accounting for a Service is ultimately attributed.</p>
9.2	<p>New Statement(s) of Work</p> <p>Each new Statement of Work will be effective and become valid and enforceable only as to Optional Work when a Change Order is executed in accordance with Section 13.3 (Change Orders), and in all other instances, when an Amendment is approved in accordance with Section 13.4 (Amendments). If a conflict arises between the body of this Agreement and a Statement of Work or other Exhibit, Attachment, or Schedule hereto, except with regard to an express Amendment to a specific section of this Agreement, the body of this Agreement shall control. Each Statement of Work shall be deemed, upon its execution, to incorporate the terms and conditions of this Agreement.</p>	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor will provide Project Assumptions as an exhibit to the Agreement.</p>	<p>New Statement(s) of Work</p> <p>[INTENTIONALLY DELETED.] Each new Statement of Work will be effective and become valid and enforceable only as to Optional Work when a Change Order is executed in accordance with Section 13.3 (Change Orders), and in all other instances, when an Amendment is approved in accordance with Section 13.4 (Amendments). If a conflict arises between the body of this Agreement and a Statement of Work or other Exhibit, Attachment, or Schedule hereto, except with regard to an express Amendment to a specific section of this Agreement, the body of this Agreement shall control. Each Statement of Work shall be deemed, upon its execution, to incorporate the terms and conditions of this Agreement.</p>
9.3 (Project Work Plan and Project Schedule) 9.3.1	<p>Project Work Plan and Project Schedule</p> <p>Contractor shall implement the CADS System in accordance with the Project Work Plan and Project Schedule, each of which shall be developed, maintained, and managed to by Contractor and to which near real time access shall be provided to County. The Project Schedule shall, at a minimum, include the following items:</p>	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your</p>	<p>Project Work Plan and Project Schedule</p> <p>[INTENTIONALLY DELETED.] Contractor shall implement the CADS System in accordance with the Project Work Plan and Project Schedule, each of which shall be developed, maintained, and managed to by Contractor and to which near real time access shall be provided to County. The</p>

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		<p>proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Contractor has set forth its implementation provision in Section 9.4 below.</p>	<p>Project Schedule shall, at a minimum, include the following items:</p>
9.3.1 (a)	Deliverable number;	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Contractor has set forth its implementation provision in Section 9.4 below.</p>	<p>Deliverable number;</p>
9.3.1 (b)	Description;	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your</p>	<p>Description;</p>

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		<p>proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Contractor has set forth its implementation provision in Section 9.4 below.</p>	
9.3.1 (c)	Due date;	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Contractor has set forth its implementation provision in Section 9.4 below.</p>	Due date;
9.3.1 (d)	Associated Deliverable;	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific</p>	Associated Deliverable;

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		<p>concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Contractor has set forth its implementation provision in Section 9.4 below.</p>	
9.3.1 (e)	Milestone; and	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Contractor has set forth its implementation provision in Section 9.4 below.</p>	Milestone; and
9.3.1 (f)	Any other items required by County under this Agreement.	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/>	Any other items required by County under this Agreement.

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		<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Contractor has set forth its implementation provision in Section 9.4 below.</p>	
9.3.2	<p>Key Deliverables</p> <p>Exhibit A.5 (Project Work Plan) shall specify certain Deliverables as Key Deliverables, as determined by County. A Key Deliverable shall be deemed completed for purposes of this Section 9.3.2 (Key Deliverables) on the earliest date that all of the tasks, subtasks, deliverables, goods, services and other Services required for completion of such Key Deliverable are completed and delivered to County, provided that all of such Services required for completion of such Key Deliverable are thereafter Approved in writing by County pursuant to Section 9.13 (Approval of Key Deliverables) without prior rejection by County or significant delay in County’s approval thereof, which delay is the result of Contractor’s failure to deliver such tasks, subtasks, deliverables, goods, services and other Services in accordance with the terms hereof. The determination of whether each Key Deliverable has been so completed and so Approved, and of the date upon which such Key Deliverable was completed, shall be made by the County Project Director as soon as practicable in accordance with Section 9.13 (Approval of Key Deliverables) after County is informed by Contractor that such Key Deliverable has been completed and is given all the necessary information, data,</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Deliverables will be deemed to be complete once all tasks as part of that deliverable are completed.</p>	<p>Key Deliverables</p> <p>Exhibit A.5 (Project Work Plan) shall specify certain Deliverables as Key Deliverables, as determined by <u>as mutually agreed upon by the</u> County and Contractor. A Key Deliverable shall be deemed completed for purposes of this Section 9.3.2 (Key Deliverables) on the earliest date that all of the tasks, subtasks, deliverables, goods, services and other Services required for completion of such Key Deliverable are completed and delivered to County, provided that all of such Services required for completion of such Key Deliverable are thereafter Approved in writing by County pursuant to Section 9.13 (Approval of Key Deliverables) without prior rejection by County or significant delay in County’s approval thereof, which delay is the result of Contractor’s failure to deliver such tasks, subtasks, deliverables, goods, services and other Services in accordance with the terms hereof. The determination of whether each Key Deliverable has been so completed and so Approved, and of the date upon which such Key Deliverable was completed, shall be made by the County Project Director as soon as practicable in accordance with Section 9.13 (Approval of Key Deliverables) after County is informed by Contractor that such Key Deliverable has been</p>

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	and documentation to verify such completion. A failure by Contractor to complete any Key Deliverable by the Due Date for such Key Deliverable (as such date may be modified pursuant to Section 13 (Changes to Agreement)) shall be subject to the provisions of Section 14.3.2 (Credits to County), Section 14.3.3 (Termination for Failure to Complete Key Deliverable) and Section 27.2 (Termination for Material Breach).		completed and is given all the necessary information, data, and documentation to verify such completion. A failure by Contractor to complete any Key Deliverable by the Due Date for such Key Deliverable (as such date may be modified pursuant to Section 13 (Changes to Agreement)) shall be subject to the provisions of Section 14.3.2 (Credits to County), Section 14.3.3 (Termination for Failure to Complete Key Deliverable) and Section 27.2 (Termination for Material Breach).
9.4	Implementation Services Contractor shall provide Implementation Services, including CADS System setup, installation, testing, training and other services required for successful implementation of the CADS System, as provided in this Agreement and further described in Exhibit A (Statement of Work).	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p>	Implementation Services Contractor shall provide Implementation Services, including CADS System setup, installation, testing, training and other services required for successful implementation of the CADS System, as provided in this Agreement and further described in Exhibit A (Statement of Work).
9.4 Paragraph 2	Contractor shall provide to County the Implementation Services, in accordance with the Project Work Plan and Project Schedule. Contractor shall provide the Implementation Services without materially (a) disrupting or adversely impacting the business or operations of County, (b) degrading the Services being provided, or (c) interfering with the ability of County to obtain the benefit of the Services, except as may be otherwise provided in Exhibit A (Statement of Work). Unless otherwise stated in the Agreement, the transition-in and migration services shall not adversely impact or delay any obligations or liabilities of Contractor under this Agreement.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p>	Contractor shall provide to County the Implementation Services, in accordance with the Project Work Plan and Project Schedule. Contractor shall provide the Implementation Services without materially (a) disrupting or adversely impacting the business or operations of County, (b) degrading the Services being provided, or (c) interfering with the ability of County to obtain the benefit of the Services, except as may be otherwise provided in Exhibit A (Statement of Work). Unless otherwise stated in the Agreement, the transition-in and migration services shall not adversely impact or delay any obligations or liabilities of Contractor under this Agreement.

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9.5	Knowledge Transfer and Training The Services shall include all knowledge transfer and training activities as set forth in Exhibit I (Knowledge Transfer). Each month, as part of a formal monthly review, Contractor will demonstrate measured progress towards completion of the knowledge transfer and training goals. Contractor shall provide to County, as part of the knowledge transfer and training, unlimited access to the computer-based training course material relating to the Services, including: [REDACTED]. This training material shall be loaded onto a County server and made available for County training purposes.	Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No" <hr/> If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes." <hr/> This provision is not applicable.	Knowledge Transfer and Training [INTENTIONALLY DELETED.]The Services shall include all knowledge transfer and training activities as set forth in Exhibit I (Knowledge Transfer). Each month, as part of a formal monthly review, Contractor will demonstrate measured progress towards completion of the knowledge transfer and training goals. Contractor shall provide to County, as part of the knowledge transfer and training, unlimited access to the computer-based training course material relating to the Services, including: [REDACTED]. This training material shall be loaded onto a County server and made available for County training purposes.
9.5 Paragraph 2	As part of the knowledge transfer and training activities, Contractor shall provide real-time training to County and its personnel, at a location or locations to be designated by County, and as set forth in the applicable Statement(s) of Work at no additional charge to County. In addition, County may participate, at no additional charge, in any training seminars that may be held, at Contractor's discretion, for the benefit of all licensees.	Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No" <hr/> If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes." <hr/> This provision is not applicable.	[INTENTIONALLY DELETED.]As part of the knowledge transfer and training activities, Contractor shall provide real time training to County and its personnel, at a location or locations to be designated by County, and as set forth in the applicable Statement(s) of Work at no additional charge to County. In addition, County may participate, at no additional charge, in any training seminars that may be held, at Contractor's discretion, for the benefit of all licensees.

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9.6	<p>Interfaces</p> <p>Contractor acknowledges and agrees that County may Interface, integrate, and use the CADS System with other systems owned or licensed by or for County or a third party, or as otherwise benefits County, so as to permit those systems to Interoperate, whether by use of calls, exchange of data, link editing or otherwise. Contractor shall make applicable application program interfaces (“API”) available for County’s use (included as appropriate third parties creating an Interface) as provided above at no additional charge. Contractor shall not obtain any ownership interest in those other systems merely because they were Interfaced, integrated, or used with the CADS System. Contractor shall be responsible for developing and delivering the Interfaces, if any, identified in a Statement(s) of Work at no additional cost to County beyond the applicable cost in each Statement of Work, which Interfaces shall include but not be limited to Interfaces to third party systems and hardware identified in Exhibit L (Interfaces). All such required Interfaces shall be part of the Deliverables to be provided by Contractor.</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This provision is not applicable. County may only use Contractor’s Licensed Software Assets within its own system, including the Hospitals set forth in this Agreement.</p>	<p>Interfaces</p> <p>[INTENTIONALLY DELETED.] Contractor acknowledges and agrees that County may Interface, integrate, and use the CADS System with other systems owned or licensed by or for County or a third party, or as otherwise benefits County, so as to permit those systems to Interoperate, whether by use of calls, exchange of data, link editing or otherwise. Contractor shall make applicable application program interfaces (“API”) available for County’s use (included as appropriate third parties creating an Interface) as provided above at no additional charge. Contractor shall not obtain any ownership interest in those other systems merely because they were Interfaced, integrated, or used with the CADS System. Contractor shall be responsible for developing and delivering the Interfaces, if any, identified in a Statement(s) of Work at no additional cost to County beyond the applicable cost in each Statement of Work, which Interfaces shall include but not be limited to Interfaces to third party systems and hardware identified in Exhibit L (Interfaces). All such required Interfaces shall be part of the Deliverables to be provided by Contractor.</p>
9.7	<p>Support Services</p> <p>Contractor shall provide the Licensed Software support and maintenance services described in this Section 9.7 (Support Services) and the applicable Statement(s) of Work (collectively, the “Support Services”). There shall be no additional charge to County for on-site Support Services to remedy a breach of warranty, to correct a failure of the Licensed Software to conform to the Specifications, or to fulfill Contractor’s obligations pursuant to this Section 9.7 (Support Services).</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Contractor has inserted its standard technical support language.</p>	<p>Support Services</p> <p>Contractor shall provide the Licensed Software support and maintenance services described in this Section 9.7 (Support Services) and the applicable Statement(s) of Work (collectively, the “Support Services”). There shall be no additional charge to County for on-site Support Services to remedy a breach of warranty, to correct a failure of the Licensed Software to conform to the Specifications, or to fulfill Contractor’s obligations pursuant to this Section 9.7 (Support Services).</p> <p><u>Payment of the annual fees outlined in Exhibit C entitles County to receive upgrades of the Programs in use that are of the same software platform and free Technical Support for unlimited support incidents for resolving incidents where software functionality does not perform in</u></p>

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			<p><u>accordance with User Guides. Technical Support is defined to include, but not be limited to, the following: software system-related error messages, system performance issues, troubleshooting specific to system issues or error messages, software system errors. Support personnel will assist County in resolving issues with the use of the Licensed Software Assets and answer related general questions. For this Technical Support, Contractor's hours of operation are Monday through Friday, 7:00 a.m. to 7:00 p.m. United States Central Time.</u></p> <p><u>(a) Technical Support is available to County in the following way through the following communication:</u></p> <ul style="list-style-type: none"> <u>• Telephone: 312-726-1227 and select the technical support option.</u> <u>• E-Mail: Send messages to support@stratadecision.com</u> <p><u>(b) Contractor will enter Technical Support incident reports provided by County into Contractor's call tracking system, and prioritize requests using the following categories:</u></p> <ul style="list-style-type: none"> <u>• Category 1 – Program malfunction that prevent substantial numbers of County's users from using Programs for substantially all normal functions using normal procedures.</u> <u>• Category 2 – Same as Category 1, except that malfunction prevents some of County's users from using some normal functions using normal procedures.</u> <u>• Category 3 – All normal functions of the Programs are operational and can be productively used, but one or more functions are degraded as a result of a malfunction.</u> <u>• Category 4 – Cosmetic issues and other minor issues that do not result in degraded performance or otherwise materially affect use or functionality of the Programs.</u>

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			<p><u>Contractor will use commercially reasonable efforts to provide the following Response and Resolution times for the Categories. Response and Resolution times are measured from the time that the report is received by Contractor Technical Support staff:</u></p> <table><tr><th></th><th colspan="2">Standard Business Hours</th></tr><tr><th>Category</th><th>Response Time</th><th>Resolution Time</th></tr><tr><td><u>1</u></td><td><u>2 business hours</u></td><td><u>1 business day</u></td></tr><tr><td><u>2</u></td><td><u>4 business hours</u></td><td><u>2 business days</u></td></tr><tr><td><u>3</u></td><td><u>8 business hours</u></td><td><u>5 business days</u></td></tr><tr><td><u>4</u></td><td><u>8 business hours</u></td><td><u>15 business days</u></td></tr></table> <p><u>Contractor will use commercially reasonable efforts to either fix or provide a workaround procedure for any material breach of functionality as described in the then current User Guides as long as the Licensed Software Assets are used with software and operating systems that match then-current Contractor technical standards. Resolution times are measured from the time a problem is reported until the time that County is sent notification that a solution has been tested and verified by Contractor staff, and does not include time required for the County to verify that solution. Resolution times exclude any time waiting for completion of reasonable requests from Contractor staff for testing, additional information, or completion of problem resolution procedures when those steps must be carried out by County's employees or third-party product and service providers.</u></p> <p><u>Contractor will be in material breach pursuant to Section 9.7 of this Agreement should County report a software system-related error or issue which is classified as a Category 1 and Contractor does not provide a fix or workaround procedure</u></p>		Standard Business Hours		Category	Response Time	Resolution Time	<u>1</u>	<u>2 business hours</u>	<u>1 business day</u>	<u>2</u>	<u>4 business hours</u>	<u>2 business days</u>	<u>3</u>	<u>8 business hours</u>	<u>5 business days</u>	<u>4</u>	<u>8 business hours</u>	<u>15 business days</u>
	Standard Business Hours																				
Category	Response Time	Resolution Time																			
<u>1</u>	<u>2 business hours</u>	<u>1 business day</u>																			
<u>2</u>	<u>4 business hours</u>	<u>2 business days</u>																			
<u>3</u>	<u>8 business hours</u>	<u>5 business days</u>																			
<u>4</u>	<u>8 business hours</u>	<u>15 business days</u>																			

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			<p><u>that addresses such system-related error or issues within 10 business days.</u></p> <p><u>Except in instances where this Agreement is terminated as a direct result of Contractor's material breach, nothing in this Agreement will relieve the County of its obligations to pay the fees outlined in Exhibit C for the full Support Term. Subject to the foregoing, County must remit to Contractor the fees outlined in Exhibit C during the Support Term even if the Agreement terminates prior to the end of the Support Term. County further understands that all fees are distinct and separate payment obligations of the County under the terms of this Agreement and that no refunds will be issued for an early termination of this Agreement.</u></p> <p><u>As part of the payment of the fees outlined in Exhibit C, Contractor will host one (1) production version of the Programs and provide access to the Programs to County's System Users for the duration of the Support Term. Contractor's Hosting Service Level Agreement is attached as Exhibit E.</u></p> <p><u>Contractor Hosting Service Level Agreement</u></p> <p><u>Business Hours</u></p> <p><u>Contractor's servers are available 24 hours a day, 7 days a week, 365 days a year excluding scheduled downtime for maintenance. The standard business week for Contractor is defined as Monday through Friday, 7:00 a.m. – 7:00 p.m. United States Central Time, excluding national holidays.</u></p> <p><u>Scheduled Maintenance & Software Upgrades</u></p> <p><u>Scheduled maintenance shall mean any maintenance in the Contractor data center at which the County's data is located (a) of which the County is notified at least 24 hours in advance, or (b) that is performed during the standard maintenance window of Tuesday from 8pm to 12am US Central Time (this time is subject to change with advance</u></p>

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			<p><u>notice). Notice of scheduled maintenance will be provided to the County's account contact(s) via email, fax, or phone.</u></p> <p><u>As part of the Hosting Service, Contractor shall install, at no additional cost, any Updates to the Software, including code changes, which are developed or published by Contractor and which County is entitled to receive under County's Software Use Agreement.</u></p> <p><u>Network Uptime</u></p> <p><u>Contractor's network experience over the last twelve months has been the following: network uptime has been approximately 99.8% during Contractor business hours excluding scheduled maintenance. Downtime is defined as a period of time or a percentage of a timespan that the hosted application is offline or not functioning as a result of failure of software, servers, or network systems controlled and maintained by the Contractor (such as a crash or malfunction). Downtime does not include times when the system is unavailable for Scheduled Maintenance, provided that the Contractor announces the scheduled maintenance period at least 24 hours in advance. Downtime does not include times when the hosted application is unavailable due to circumstances or conditions that arise on systems or networks controlled and maintained by County or third parties, including widespread Internet failures.</u></p> <p><u>Network uptime includes functioning of all Contractor network infrastructure, including routers, switches and cabling, but does not include applications or services running on County's servers nor does it include general Internet outages beyond Contractor's ISP's local points of presence. Network downtime exists when (1) the County's server is unable to transmit and receive data due to a problem with the Contractor network infrastructure; (2) Contractor determines in its reasonable commercial judgment that a network outage does indeed exist; and (3) County has opened a support incident with Contractor's Customer Support. Network downtime is measured from</u></p>

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			<p><u>the time a support incident is opened by the County to the time the network outage is resolved.</u></p> <p><u>Hardware Guarantee</u></p> <p><u>Contractor represents the operability of all hardware components and will replace at no cost to the County any failed components. Hardware replacement for critical failures will begin upon identification of the problem. Hardware replacement for non-critical failures may be delayed until a Scheduled Maintenance period, at Contractor's sole discretion.</u></p> <p><u>Force Majeure</u></p> <p><u>Neither party shall be in default of this Agreement or be liable for any delay or failure in performance resulting directly or indirectly from any cause beyond its reasonable control; provided however, that either party who fails because of force majeure to perform its obligations hereunder shall, upon the cessation of the force majeure, take all reasonable steps within its power to resume compliance under this Agreement with the least possible delay.</u></p> <p><u>Any increase in the number of System Users from what is outlined in Exhibit [TBD] will result in an increase in the fees set forth in Exhibit C. Contractor reserves the right to periodically archive and/or purge all data after five (5) years. Should County need to store additional data after five (5) years, they may do so in exchange for an annual fee of \$10,000 per year for each additional year of data stored.</u></p> <p><u>The fees for the 3M Medicare Inpatient Grouper data feed associated with the use of StrataJazz Cost Accounting are included in the fees outlined in Exhibit C and are contingent on the number of Hospitals licensed under this Agreement, as shown in Exhibit [TBD]. These fees are subject to change based on (i) increases in fees from the third party data provider; (ii) other third-party fees for data providers that</u></p>

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			<u>may be assessed against Contractor for County's use of the Licensed Software Assets where such fees are tied to the number of Users Sites or (iii) additional data feeds which may be purchased by the County in the future.</u>
9.7.1	Support Responsibilities In addition to any warranty or other obligations of Contractor under this Agreement, Contractor shall:	Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No" <hr/> If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes." <hr/> Contractor has inserted its standard technical support language above.	Support Responsibilities [INTENTIONALLY DELETED.]In addition to any warranty or other obligations of Contractor under this Agreement, Contractor shall:
9.7.1 (a)	Correct any failure of the Licensed Software, Services, and Deliverables to perform in accordance with the Specifications, including without limitation, defect repair, programming corrections, and remedial programming, and provide such services and repairs required to maintain the Licensed Software, Services, and Deliverables so that they operate properly and in accordance with the Specifications;	Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No" <hr/> If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes." <hr/> Contractor has inserted its standard technical support language above.	Correct any failure of the Licensed Software, Services, and Deliverables to perform in accordance with the Specifications, including without limitation, defect repair, programming corrections, and remedial programming, and provide such services and repairs required to maintain the Licensed Software, Services, and Deliverables so that they operate properly and in accordance with the Specifications;

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9.7.1 (b)	Provide Support Services for, and respond to, Support Requests in accordance with Exhibit E (Service Levels and Performance Standards);	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor has inserted its standard technical support language above.</p>	Provide Support Services for, and respond to, Support Requests in accordance with Exhibit E (Service Levels and Performance Standards);
9.7.1 (c)	Provide unlimited telephone support twenty-four (24) hours a day, seven (7) days a week;	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor has inserted its standard technical support language above.</p>	Provide unlimited telephone support twenty four (24) hours a day, seven (7) days a week;
9.7.1 (d)	Provide online access to technical support bulletins and other user and self-help support information and forums;	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p>	Provide online access to technical support bulletins and other user and self-help support information and forums;

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		<p>-----</p> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <p>-----</p> <p>Contractor has inserted its standard technical support language above.</p>	
9.7.1 (e)	Conduct quarterly on-site support visits and reviews involving technical teams from both Parties to discuss Licensed Software support issues; and	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <p>-----</p> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <p>-----</p> <p>Contractor has inserted its standard technical support language above.</p>	Conduct quarterly on-site support visits and reviews involving technical teams from both Parties to discuss Licensed Software support issues; and
9.7.1 (f)	Provide invitations for County personnel to attend and participate in, at no additional cost (excluding travel expenses) to County (i) all user conferences and trade shows relating to the Licensed Software and (ii) any meetings of any user group that determines or influences Contractor’s priorities for development of future enhancements of the Licensed Software.	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <p>-----</p> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p>	Provide invitations for County personnel to attend and participate in, at no additional cost (excluding travel expenses) to County (i) all user conferences and trade shows relating to the Licensed Software and (ii) any meetings of any user group that determines or influences Contractor’s priorities for development of future enhancements of the Licensed Software.

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		Contractor has inserted its standard technical support language above.	
9.7.2	<p>Contractor's Revisions</p> <p>Contractor may from time to time make material Revisions to the Licensed Software. In the event of such Revisions, (a) the new Revision of the Licensed Software will include at least the functionality, level, 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, at least sixty (60) days in advance of any such changes, written notice and a demonstration of such changes. If such advanced demonstration reveals material adverse effects on functionality or operation of the Licensed Software, 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 Support Term. County shall be entitled to withhold support payments under Section 25 (Withhold Remedy) pending demonstrated correction of the issues identified. During the Support 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 Section 3.2 (Revisions) within thirty (30) days after their general availability. Notwithstanding the foregoing, Contractor represents, warrants, covenants, and</p>	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <p>-----</p> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <p>Contractor has inserted its standard technical support language above.</p>	<p>Contractor's Revisions</p> <p>[INTENTIONALLY DELETED.] Contractor may from time to time make material Revisions to the Licensed Software. In the event of such Revisions, (a) the new Revision of the Licensed Software will include at least the functionality, level, 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, at least sixty (60) days in advance of any such changes, written notice and a demonstration of such changes. If such advanced demonstration reveals material adverse effects on functionality or operation of the Licensed Software, 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 Support Term. County shall be entitled to withhold support payments under Section 25 (Withhold Remedy) pending demonstrated correction of the issues identified. During the Support 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 Section 3.2 (Revisions) within thirty (30) days after their general availability. Notwithstanding the foregoing,</p>

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	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) Versions.		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) Versions.
9.7.3	Support Not to Be Withheld Support Services under this Agreement will not be withheld due to any dispute arising under this Agreement, another agreement between the Parties, or any other related or unrelated dispute between the Parties.	Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No" If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes." <hr/> Contractor has inserted its standard technical support language above.	Support Not to Be Withheld [INTENTIONALLY DELETED.]Support Services under this Agreement will not be withheld due to any dispute arising under this Agreement, another agreement between the Parties, or any other related or unrelated dispute between the Parties.
9.7.4	No Removal of Data Contractor shall not remove from County's facilities or retain a copy of any County Data obtained from, or as a result of access to, County Systems unless that removal or retention is reasonably necessary to perform the Support Services or is otherwise Approved in writing by County.	Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No" If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes." <hr/>	No Removal of Data Contractor shall not remove from County's facilities or retain a copy of any County Data obtained from, or as a result of access to, County Systems unless that removal or retention is reasonably necessary to perform the Support Services or is otherwise Approved in writing by County.

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9.8	Optional Work Upon County’s written request, Contractor shall provide Optional Work, including New Software and Professional Services, in accordance with this Section 9.8 (Optional Work) at the applicable pricing terms set forth in Exhibit C (Fees; Contractor Professional Services Rates) under a mutually agreed to statement of work pursuant to the terms of this Agreement.	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This provision is not applicable.</p>	Optional Work [INTENTIONALLY DELETED.] Upon County’s written request, Contractor shall provide Optional Work, including New Software and Professional Services, in accordance with this Section 9.8 (Optional Work) at the applicable pricing terms set forth in Exhibit C (Fees; Contractor Professional Services Rates) under a mutually agreed to statement of work pursuant to the terms of this Agreement.
9.8.1	New Software Upon County’s written request following Go-Live and mutual agreement, Contractor shall provide to County New Software as part of Optional Work in accordance with any applicable Change Order. Any enhancements and/or modifications to the Licensed Software Requirements resulting from New Software shall be incorporated into, and become part of, the Licensed Software Requirements in Exhibit A.3 (Licensed Software Requirements). Upon delivery by Contractor, and acceptance and Approval in writing by County in accordance with the terms of this Agreement, of such New Software, Exhibit C.1 (Optional Work) shall be updated accordingly to add such delivered New Software via a Change Notice or by an Amendment, in each case, in accordance with Section 13 (Changes to Agreement).	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This provision is not applicable.</p>	New Software [INTENTIONALLY DELETED.] Upon County’s written request following Go-Live and mutual agreement, Contractor shall provide to County New Software as part of Optional Work in accordance with any applicable Change Order. Any enhancements and/or modifications to the Licensed Software Requirements resulting from New Software shall be incorporated into, and become part of, the Licensed Software Requirements in Exhibit A.3 (Licensed Software Requirements). Upon delivery by Contractor, and acceptance and Approval in writing by County in accordance with the terms of this Agreement, of such New Software, Exhibit C.1 (Optional Work) shall be updated accordingly to add such delivered New Software via a Change Notice or by an Amendment, in each case, in accordance with Section 13 (Changes to Agreement).

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9.8.1 Paragraph 2	All New Software, once accepted and approved in writing by County, shall become part of the Licensed Software, and shall be subject to the terms and conditions of this Agreement. Such New Software shall not cause an increase in the Support Services Fees for Support Services under this Agreement.	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This provision is not applicable.</p>	All New Software, once accepted and approved in writing by County, shall become part of the Licensed Software, and shall be subject to the terms and conditions of this Agreement. Such New Software shall not cause an increase in the Support Services Fees for Support Services under this Agreement.
9.8.2	<p>Professional Services</p> <p>Upon County’s written request, Contractor shall provide to County Professional Services as part of Optional Work, 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, including consulting services and/or additional training, for services not included in Implementation 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 Statement 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 C (Fees; Contractor Professional Services Rates) and elsewhere in the Agreement. County and Contractor shall agree on the Change Order developed using the Statement of Work, which shall at a minimum include the tasks and Deliverables to be performed, Acceptance Tests, as</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Contractor has added its standard services language above.</p>	<p>Professional Services</p> <p>[INTENTIONALLY DELETED.] Upon County’s written request, Contractor shall provide to County Professional Services as part of Optional Work, 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, including consulting services and/or additional training, for services not included in Implementation 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 Statement 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 C (Fees; Contractor Professional Services Rates) and elsewhere in the Agreement. County and Contractor shall agree on the Change Order developed using the Statement of Work, which shall at a minimum include the tasks and</p>

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	applicable, and the pricing for such Professional Services. Any enhancements and/or modifications to the Licensed Software Requirements resulting from Professional Services shall be incorporated into, and become part of, the Licensed Software Requirements. Upon completion by Contractor, and acceptance and approval in writing by County in accordance with the terms of this Agreement, of such Professional Services, Exhibit C.1 (Optional Work) shall be updated accordingly to add such delivered Professional Services via a Change Notice or by an Amendment, in each case, in accordance with Section 13 (Changes to Agreement).		Deliverables to be performed, Acceptance Tests, as applicable, and the pricing for such Professional Services. Any enhancements and/or modifications to the Licensed Software Requirements resulting from Professional Services shall be incorporated into, and become part of, the Licensed Software Requirements. Upon completion by Contractor, and acceptance and approval in writing by County in accordance with the terms of this Agreement, of such Professional Services, Exhibit C.1 (Optional Work) shall be updated accordingly to add such delivered Professional Services via a Change Notice or by an Amendment, in each case, in accordance with Section 13 (Changes to Agreement).
9.8.2 Paragraph 2	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 County, shall become part of the Licensed Software, and shall be subject to the terms and conditions of this Agreement. Such Professional Services shall not cause an increase in the Support Services Fees for Support Services under this Agreement.	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor has added its standard services language above.</p>	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 County, shall become part of the Licensed Software, and shall be subject to the terms and conditions of this Agreement. Such Professional Services shall not cause an increase in the Support Services Fees for Support Services under this Agreement.
9.9	Time Time is of the essence with regard to Contractor's performance of the Services.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific</p>	Time Time is of the essence with regard to Contractor's performance of the Services.

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		<p>concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	
9.10	<p>Contractor Access to County Facilities</p> <p>Contractor and its Contractor Personnel may be granted access to County facilities, subject to compliance with County’s standard administrative and security requirements and policies, for the purpose of performing the Services. Access to County facilities shall be restricted to normal County business hours. Access to County facilities outside normal business hours must be approved in advance by the County Project Director, which approval will not be unreasonably withheld. Contractor shall have no tenancy, license or any other property rights or interest in County facilities. While present at County facilities, Contractor Personnel shall be accompanied by County personnel, unless otherwise specified prior to such event by the County Project Director or his or her designee. Contractor shall not in any way physically alter or improve any County facility without the prior written approval of County in its sole and absolute discretion. All Contractor Personnel assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense of the badging. Furthermore, with respect to badging:</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>Contractor Access to County Facilities</p> <p>Contractor and its Contractor Personnel may be granted access to County facilities, subject to compliance with County’s standard administrative and security requirements and policies, for the purpose of performing the Services. Access to County facilities shall be restricted to normal County business hours. Access to County facilities outside normal business hours must be approved in advance by the County Project Director, which approval will not be unreasonably withheld. Contractor shall have no tenancy, license or any other property rights or interest in County facilities. While present at County facilities, Contractor Personnel shall be accompanied by County personnel, unless otherwise specified prior to such event by the County Project Director or his or her designee. Contractor shall not in any way physically alter or improve any County facility without the prior written approval of County in its sole and absolute discretion. All Contractor Personnel assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense of the badging. Furthermore, with respect to badging:</p>
9.10 (a)	<p>Contractor is responsible to ensure that Contractor Personnel have obtained a County ID badge before they are assigned to work in a County facility. Contractor Personnel may be asked to leave a County facility by a</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/>	<p>Contractor is responsible to ensure that Contractor Personnel have obtained a County ID badge before they are assigned to work in a County facility. Contractor Personnel may be asked to leave a County facility by a</p>

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	County representative if they do not have the proper County ID badge on their person.	<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	County representative if they do not have the proper County ID badge on their person.
9.10 (b)	Contractor shall notify County within one (1) business day when a Contractor Personnel is terminated from working under this Agreement. Contractor shall retrieve and return the ID badge of the Contractor Personnel to County on the next business day after the Contractor Personnel has been terminated from working under this Agreement.	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Contractor would need more time to return the ID badge of its terminated personnel member.</p>	Contractor shall notify County within one (1) business day when a Contractor Personnel is terminated from working under this Agreement. Contractor shall retrieve and return the ID badge of the Contractor Personnel to County <u>within five (5) on the next</u> business days after the Contractor Personnel has been terminated from working under this Agreement.
9.10 (c)	If County requests the removal of Contractor Personnel, Contractor shall retrieve and return the ID badge of the Contractor Personnel to County on the next business day after the Contractor Personnel has been removed from working under this Agreement.	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your</p>	If County requests the removal of Contractor Personnel, Contractor shall retrieve and return the ID badge of the Contractor Personnel to County on <u>within five (5) the next</u> business days after the Contractor Personnel has been removed from working under this Agreement.

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		<p>proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Contractor would need more time to return the ID badge of its terminated personnel member.</p>	
9.11	<p>Damage to County Facilities</p> <p>County shall repair, or cause to be repaired, at Contractor’s own cost, any and all damage to County facilities, including, without limitation, County’s buildings, grounds, equipment, and furniture, caused by Contractor or Contractor Personnel. Contractor shall notify County immediately of any and all damages. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand, or without limitation of County’s other rights and remedies provided by law or under this Agreement, County may deduct such costs from any amounts due to Contractor from County under this Agreement.</p>	<p>Do you accept this provision?</p> <p><input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p>	<p>Damage to County Facilities</p> <p>County shall repair, or cause to be repaired, at Contractor’s own cost, any and all damage to County facilities, including, without limitation, County’s buildings, grounds, equipment, and furniture, caused by Contractor or Contractor Personnel. Contractor shall notify County immediately of any and all damages. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand, or without limitation of County’s other rights and remedies provided by law or under this Agreement, County may deduct such costs from any amounts due to Contractor from County under this Agreement.</p>
9.12	<p>Unapproved Work</p> <p>If Contractor provides any tasks, subtasks, deliverables, goods, services, or other work to County other than those specified in this Agreement, or if Contractor provides such items requiring County’s prior written approval without first having obtained such written approval, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County for such tasks, subtasks, deliverables, goods, services, or other work.</p>	<p>Do you accept this provision?</p> <p><input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p>	<p>Unapproved Work</p> <p>[INTENTIONALLY DELETED.]If Contractor provides any tasks, subtasks, deliverables, goods, services, or other work to County other than those specified in this Agreement, or if Contractor provides such items requiring County’s prior written approval without first having obtained such written approval, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County for such tasks, subtasks, deliverables, goods, services, or other work.</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		This section is not applicable. There is no acceptance process under the Agreement.	
9.13	<p>Approval of Key Deliverables</p> <p>All Key Deliverables provided by Contractor under this Agreement must have the written approval of the County Project Director as described in this Section 9.13 (Approval of Key Deliverables). Upon completion of each Key Deliverable, Contractor shall fully complete a Key Deliverable Acceptance Certificate (hereinafter “Acceptance Certificate”), as set forth in Exhibit A.4 (Acceptance Certificate), submit it to the County Project Director for his/her review, approval, and signature. In the event that the County Project Director approves such Acceptance Certificate and the Services described therein, the County Project Director will then sign such Acceptance Certificate and forward it to the County Project Director for his/her review, approval, and signature. Each Acceptance Certificate must have the approval of the County Project Director, as evidenced by the County Project Director’s signature on the applicable Acceptance Certificate before Contractor can invoice for payment. In the event the County Project Director or Contractor Project Director does not approve the Acceptance Certificate, the County Project Director or Contractor Project Director, as applicable, shall provide Contractor written notice identifying the reasons for non-approval. In no event shall County be liable or responsible for any payment prior to such written approval. Furthermore, County reserves the right to reject any Key Deliverable not approved by County in accordance with this Section 9.13 (Approval of Key Deliverables).</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This section is not applicable. There is no acceptance process under the Agreement.</p>	<p>Approval of Key Deliverables</p> <p>[INTENTIONALLY DELETED.] All Key Deliverables provided by Contractor under this Agreement must have the written approval of the County Project Director as described in this Section 9.13 (Approval of Key Deliverables). Upon completion of each Key Deliverable, Contractor shall fully complete a Key Deliverable Acceptance Certificate (hereinafter “Acceptance Certificate”), as set forth in Exhibit A.4 (Acceptance Certificate), submit it to the County Project Director for his/her review, approval, and signature. In the event that the County Project Director approves such Acceptance Certificate and the Services described therein, the County Project Director will then sign such Acceptance Certificate and forward it to the County Project Director for his/her review, approval, and signature. Each Acceptance Certificate must have the approval of the County Project Director, as evidenced by the County Project Director’s signature on the applicable Acceptance Certificate before Contractor can invoice for payment. In the event the County Project Director or Contractor Project Director does not approve the Acceptance Certificate, the County Project Director or Contractor Project Director, as applicable, shall provide Contractor written notice identifying the reasons for non-approval. In no event shall County be liable or responsible for any payment prior to such written approval. Furthermore, County reserves the right to reject any Key Deliverable not approved by County in accordance with this Section 9.13 (Approval of Key Deliverables).</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
9.14	<p>Interfering Acts</p> <p>Except as otherwise provided in Section 29.1 (Force Majeure), in the event of Contractor’s non-performance of a specific obligation, Contractor shall be excused from its responsibility to perform such obligation under this Agreement if and only to the extent such non-performance of the specific obligation is caused primarily by (a) County’s material breach of its obligations under the Agreement, or (b) an act or omission of County that is Finally Determined to prevent or significantly impair Contractor’s ability to perform the obligation (collectively, “Interfering Acts”). Upon the occurrence of acts or omissions by County in breach of County’s performance obligations under the Agreement which have been determined by Contractor to be likely to adversely impact its ability to deliver or meet such specific obligation, Contractor shall promptly, but in no event longer than three (3) days Contractor knew or should have known of the occurrence, advise the County Project Director of such occurrence in writing and identify the reason for Contractor’s inability to perform its obligation as a result of County’s failure to perform its obligations under this Agreement. Nothing in the foregoing shall (i) relieve Contractor of any portion of liability Finally Determined by a court to be Contractor’s arising from a breach of contract claim as to such failure to perform, (ii) preclude County from asserting such failure by Contractor to perform an obligation under this Agreement as a basis for County to terminate the Agreement for cause if subsequently discovered facts demonstrate the failure was not caused by County’s failure to perform its obligations under this Agreement, or (iii) preclude County from asserting such failure by Contractor to perform an obligation under this Agreement as a basis for County to terminate the Agreement for cause if Contractor conduct, not caused by County’s failure to perform its obligations under this Agreement, contributing to the failure is determined to be one of numerous breaches of its duties</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p>	<p>Interfering Acts</p> <p>Except as otherwise provided in Section 29.1 (Force Majeure), in the event of Contractor’s non-performance of a specific obligation, Contractor shall be excused from its responsibility to perform such obligation under this Agreement if and only to the extent such non-performance of the specific obligation is caused primarily by (a) County’s material breach of its obligations under the Agreement, or (b) an act or omission of County that is Finally Determined to prevent or significantly impair Contractor’s ability to perform the obligation (collectively, “Interfering Acts”). Upon the occurrence of acts or omissions by County in breach of County’s performance obligations under the Agreement which have been determined by Contractor to be likely to adversely impact its ability to deliver or meet such specific obligation, Contractor shall promptly, but in no event longer than three (3) days Contractor knew or should have known of the occurrence, advise the County Project Director of such occurrence in writing and identify the reason for Contractor’s inability to perform its obligation as a result of County’s failure to perform its obligations under this Agreement. Nothing in the foregoing shall (i) relieve Contractor of any portion of liability Finally Determined by a court to be Contractor’s arising from a breach of contract claim as to such failure to perform, (ii) preclude County from asserting such failure by Contractor to perform an obligation under this Agreement as a basis for County to terminate the Agreement for cause if subsequently discovered facts demonstrate the failure was not caused by County’s failure to perform its obligations under this Agreement, or (iii) preclude County from asserting such failure by Contractor to perform an obligation under this Agreement as a basis for County to terminate the Agreement for cause if Contractor conduct, not caused by County’s failure to perform its obligations under this Agreement, contributing to the failure is determined to be one of numerous breaches of its duties</p>

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	or obligations under the Agreement which in the aggregate are material.		or obligations under the Agreement which in the aggregate are material.
SECTION 10. (PROJECT TEAM)			
10.	Contractor represents and warrants that the Services shall be performed in accordance with Exhibit T (Project Team and Governance), the terms of this Agreement, and any applicable Statement of Work.	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <p>-----</p> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <p>-----</p> <p>Since no response form was provided for Exhibit T, Contractor will need to discuss its proposed edits to the terms of Exhibit T prior to agreeing to such document.</p>	Contractor represents and warrants that the Services shall be performed in accordance with Exhibit T (Project Team and Governance), the terms of this Agreement, and any applicable Statement of Work.
SECTION 11. (SERVICE LEVELS)			
11.	Contractor represents and warrants that, when installed on the Hardware and the Recommended Configuration and operated in conformance with the terms of this Agreement, the CADS System shall achieve the service levels (" Service Levels ") set forth in Exhibit E (Service Levels and Performance Standards), any applicable Statement of Work, and in this Agreement and operate in accordance with the Specifications.	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <p>-----</p> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p>	[INTENTIONALLY DELETED.] Contractor represents and warrants that, when installed on the Hardware and the Recommended Configuration and operated in conformance with the terms of this Agreement, the CADS System shall achieve the service levels ("Service Levels") set forth in Exhibit E (Service Levels and Performance Standards), any applicable Statement of Work, and in this Agreement and operate in accordance with the Specifications.

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		Contractor has set forth Response and Resolution procedures in Section 9.7.	
SECTION 12. (ACCEPTANCE)			
12.1	Acceptance Criteria The CADS System, Deliverables, and Milestones (if the Statement of Work provides for Milestones), may be subject to acceptance testing by County, in its sole discretion, to verify that they satisfy the acceptance criteria mutually agreed to by the Parties in writing, as developed in accordance with the applicable Statement(s) of Work and this Section 12 (Acceptance) (the “ Acceptance Criteria ”). Such Acceptance Criteria shall be based, at a minimum, on (a) conformance of the CADS System, operating on the Recommended Configuration and Hardware, to the Specifications, and (b) the capability of the CADS System, operating on the Recommended Configuration and Hardware, to fully support (1) the achievement of the Business Objectives and (2) appropriate protection of all Protected Health Information as provided in this Agreement. In the event the Parties fail to agree upon Acceptance Criteria, the acceptability of the Licensed Software, Services, Hardware, Deliverables, and Milestones, and the CADS System as a whole, shall be based solely on County’s reasonable satisfaction therewith.	Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No” If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.” This section is not applicable. There is no acceptance process under the Agreement.	Acceptance Criteria [INTENTIONALLY DELETED.]The CADS System, Deliverables, and Milestones (if the Statement of Work provides for Milestones), may be subject to acceptance testing by County, in its sole discretion, to verify that they satisfy the acceptance criteria mutually agreed to by the Parties in writing, as developed in accordance with the applicable Statement(s) of Work and this Section 12 (Acceptance) (the “Acceptance Criteria”). Such Acceptance Criteria shall be based, at a minimum, on (a) conformance of the CADS System, operating on the Recommended Configuration and Hardware, to the Specifications, and (b) the capability of the CADS System, operating on the Recommended Configuration and Hardware, to fully support (1) the achievement of the Business Objectives and (2) appropriate protection of all Protected Health Information as provided in this Agreement. In the event the Parties fail to agree upon Acceptance Criteria, the acceptability of the Licensed Software, Services, Hardware, Deliverables, and Milestones, and the CADS System as a whole, shall be based solely on County’s reasonable satisfaction therewith.
12.2	Acceptance Tests When Contractor notifies County that the CADS System has been implemented as required under the relevant Statement(s) of Work or that a Service, Deliverable, or Milestone (if the Statement of Work provides for	Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No” 	Acceptance Tests [INTENTIONALLY DELETED.]When Contractor notifies County that the CADS System has been implemented as required under the relevant Statement(s) of Work or that a Service, Deliverable, or Milestone (if the Statement of

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	Milestones) has been completed, County may, in its sole discretion, elect to test or evaluate the related CADS System, Deliverables, and/or Milestones to determine whether they comply in all material respects with the Acceptance Criteria and whether the CADS System, as a whole, is operating in accordance with the Specifications. Testing will be performed at various stages of the implementation as set forth in the Statement of Work, or as otherwise deemed appropriate by County.	<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This section is not applicable. There is no acceptance process under the Agreement.</p>	<p>Work provides for Milestones) has been completed, County may, in its sole discretion, elect to test or evaluate the related CADS System, Deliverables, and/or Milestones to determine whether they comply in all material respects with the Acceptance Criteria and whether the CADS System, as a whole, is operating in accordance with the Specifications. Testing will be performed at various stages of the implementation as set forth in the Statement of Work, or as otherwise deemed appropriate by County.</p>
12.2 Paragraph 2	County and/or Contractor, as set forth in a Statement of Work or testing plan, shall conduct all tests (hereinafter “ Acceptance Test(s) ”) specified in this Section 12.2 (Acceptance Tests) and in Exhibit A (Statement of Work). Such Acceptance Tests shall include, without limitation, the following:	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This section is not applicable. There is no acceptance process under the Agreement.</p>	<p>County and/or Contractor, as set forth in a Statement of Work or testing plan, shall conduct all tests (hereinafter “Acceptance Test(s)”) specified in this Section 12.2 (Acceptance Tests) and in Exhibit A (Statement of Work). Such Acceptance Tests shall include, without limitation, the following:</p>
12.2 (a)	<u>Installation Test</u> : to validate that all installation tests have been completed.	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your</p>	<p>Installation Test: to validate that all installation tests have been completed.</p>

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		<p>proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This section is not applicable. There is no acceptance process under the Agreement.</p>	
12.2 (b)	<p><u>Initial Component Test</u>: to determine whether the Licensed Software and all components of the CADS System, including Hardware, have been properly installed and are operating in accordance with applicable Specifications.</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This section is not applicable. There is no acceptance process under the Agreement.</p>	<p>Initial Component Test: to determine whether the Licensed Software and all components of the CADS System, including Hardware, have been properly installed and are operating in accordance with applicable Specifications.</p>
12.2 (c)	<p><u>Integration Test</u>: to confirm that the Licensed Software and all components of the CADS System, including Hardware, operate properly in an integrated fashion and meet all applicable Specifications.</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your</p>	<p>Integration Test: to confirm that the Licensed Software and all components of the CADS System, including Hardware, operate properly in an integrated fashion and meet all applicable Specifications.</p>

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		<p>proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This section is not applicable. There is no acceptance process under the Agreement.</p>	
12.2 (d)	<p>Performance Verification Test: to test the same functionality as the Integration Test using actual data from County’s day-to-day operations and confirm that the Licensed Software shall operate in the Production Environment without Errors.</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This section is not applicable. There is no acceptance process under the Agreement.</p>	<p>Performance Verification Test: to test the same functionality as the Integration Test using actual data from County’s day-to-day operations and confirm that the Licensed Software shall operate in the Production Environment without Errors.</p>
12.2 Paragraph 3	<p>For each of these tests, Contractor shall provide County testing scenarios consistent with Contractor’s Best Practices for the applicable Licensed Software, Service, Hardware, Deliverable, and/or Milestone.</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific</p>	<p>For each of these tests, Contractor shall provide County testing scenarios consistent with Contractor’s Best Practices for the applicable Licensed Software, Service, Hardware, Deliverable, and/or Milestone.</p>

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		<p>concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This section is not applicable. There is no acceptance process under the Agreement.</p>	
12.3	<p>Productive Use</p> <p>The CADS System shall achieve “Go-Live” and be ready for Productive Use when the County Project Director, or his/her designee, Approves in writing (a) Contractor’s transition of the CADS System to the Production Environment, (b) documented results provided by Contractor certifying successful transition of the CADS System to the Production Environment and operation of the CADS System in accordance with the Specifications, and (c) any other pre-Go-Live testing requirements agreed to in writing by the Parties.</p>	<p>Do you accept this provision?</p> <p><input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This section is not applicable. There is no acceptance process under the Agreement.</p>	<p>Productive Use</p> <p>The CADS System shall achieve “Go-Live” and be ready for Productive Use when the County Project Director, or his/her designee, Approves in writing (a) Contractor’s transition of the CADS System to the Production Environment, (b) documented results provided by Contractor certifying successful transition of the CADS System to the Production Environment and operation of the CADS System in accordance with the Specifications, and (c) any other pre-Go-Live testing requirements agreed to in writing by the Parties.</p>
12.4	<p>Licensed Software Use</p> <p>Following Go-Live and prior to Final Acceptance by County, County shall have the right to use, in a Productive Use mode, any completed portion of the CADS System, without any additional cost to County where County determines</p>	<p>Do you accept this provision?</p> <p><input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/>	<p>Licensed Software Use</p> <p>Following Go-Live and prior to Final Acceptance by County, County shall have the right to use, in a Productive Use mode, any completed portion of the CADS System, without any additional cost to County where County determines</p>

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	that it is necessary for County operations. Such Productive Use shall not restrict Contractor's performance under this Agreement and shall not be deemed Acceptance or Final Acceptance of the CADS System.	<p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor has revised this provision as applicable for County's use of the software following Go-Live.</p>	that it is necessary for County operations. Such Productive Use shall not restrict Contractor's performance under this Agreement and shall not be deemed Acceptance or Final Acceptance of the CADS System.
12.5 (Final Acceptance) 12.5.1	<p>Conduct Performance Verification</p> <p>Following successful transition of the CADS System to a Production Environment, after each "Go-Live" event, County will monitor for Errors and Contractor shall maintain the CADS System in Productive Use for a minimum of ninety (90) 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 correction to be used to correct an Error(s) prior to its implementation.</p>	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>This section is not applicable. There is no acceptance process under the Agreement.</p>	<p>Conduct Performance Verification</p> <p>[INTENTIONALLY DELETED.] Following successful transition of the CADS System to a Production Environment, after each "Go-Live" event, County will monitor for Errors and Contractor shall maintain the CADS System in Productive Use for a minimum of ninety (90) 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 correction to be used to correct an Error(s) prior to its implementation.</p>
12.5.1 Paragraph 2	Commencing with Final Acceptance and continuing through the Warranty Period, any Errors encountered by County in the use of the CADS System shall be subject to	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/>	Commencing with Final Acceptance and continuing through the Warranty Period, any Errors encountered by County in the use of the CADS System shall be subject to

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	the applicable Support Services terms under the Agreement.	<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This section is not applicable. There is no acceptance process under the Agreement.</p>	the applicable Support Services terms under the Agreement.
12.5.2	<p>Performance Verification Report</p> <p>Contractor shall provide to County the performance verification report, including supporting Documentation that the CADS System 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 Licensed Software and CADS System including:</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This section is not applicable. There is no acceptance process under the Agreement.</p>	<p>Performance Verification Report</p> <p>[INTENTIONALLY DELETED.] Contractor shall provide to County the performance verification report, including supporting Documentation that the CADS System 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 Licensed Software and CADS System including:</p>
12.5.2 (a)	Summary of activities, results, and outcomes;	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your</p>	Summary of activities, results, and outcomes;

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		<p>proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This section is not applicable. There is no acceptance process under the Agreement.</p>	
12.5.2 (b)	Summary of each Error identified by Contractor or County. The summary shall include for each Error:	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This section is not applicable. There is no acceptance process under the Agreement.</p>	<p>Summary of each Error identified by Contractor or County. The summary shall include for each Error:</p>
12.5.2 (b)(i)	Description of each Error and its root cause,	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p>	<p>Description of each Error and its root cause,</p>

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		This section is not applicable. There is no acceptance process under the Agreement.	
12.5.2 (b)(ii)	Business processes, functions, and/or Interfaces impacted,	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>This section is not applicable. There is no acceptance process under the Agreement.</p>	Business processes, functions, and/or Interfaces impacted,
12.5.2 (b)(iii)	Description of all potential risks to the CADS System and mitigation strategy for the CADS System,	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>This section is not applicable. There is no acceptance process under the Agreement.</p>	Description of all potential risks to the CADS System and mitigation strategy for the CADS System,

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12.5.2 (b)(iv)	Corrective action plan, test scenarios, and implementation approach,	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>This section is not applicable. There is no acceptance process under the Agreement.</p>	Corrective action plan, test scenarios, and implementation approach,
12.5.2 (b)(v)	Schedule for completion of each corrective action and resources required or assigned,	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>This section is not applicable. There is no acceptance process under the Agreement.</p>	Schedule for completion of each corrective action and resources required or assigned,
12.5.2 (b)(vi)	Status of each corrective action,	Do you accept this provision?	Status of each corrective action,

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		<input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No" <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>This section is not applicable. There is no acceptance process under the Agreement.</p>	
12.5.2 (b)(vii)	Date of completion of each correction, and	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>This section is not applicable. There is no acceptance process under the Agreement.</p>	Date of completion of each correction, and
12.5.2 (b)(viii)	Date of the County Project Director's approval of each correction;	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific</p>	Date of the County Project Director's approval of each correction;

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		<p>concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This section is not applicable. There is no acceptance process under the Agreement.</p>	
12.5.2 (c)	Summary of lessons learned; and	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This section is not applicable. There is no acceptance process under the Agreement.</p>	Summary of lessons learned; and
12.5.2 (d)	Recommendations for any improvements to the CADS System.	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p>	Recommendations for any improvements to the CADS System.

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		This section is not applicable. There is no acceptance process under the Agreement.	
12.5.3	Final Acceptance The CADS System shall achieve “ Final Acceptance ” when the County Project Director, or his/her designee, Approves in writing that, after the last “Go-Live” event, all Errors discovered during the ninety (90) day period following the successful transitioning of the CADS System to the Production Environment have been corrected, even if such correction occurred beyond the ninety (90) day period. Contractor shall provide the Certification of Performance Verification and Final Acceptance, certifying that the CADS System complies with the Specifications and documenting the review with County under Section 12.5.2 (Performance Verification Report), including agenda, attendees, action items, and supporting documentation.	Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No” <hr/> If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.” <hr/> This section is not applicable. There is no acceptance process under the Agreement.	Final Acceptance [INTENTIONALLY DELETED.]The CADS System shall achieve “Final Acceptance” when the County Project Director, or his/her designee, Approves in writing that, after the last “Go-Live” event, all Errors discovered during the ninety (90) day period following the successful transitioning of the CADS System to the Production Environment have been corrected, even if such correction occurred beyond the ninety (90) day period. Contractor shall provide the Certification of Performance Verification and Final Acceptance, certifying that the CADS System complies with the Specifications and documenting the review with County under Section 12.5.2 (Performance Verification Report), including agenda, attendees, action items, and supporting documentation.
12.6 (a)	Failed Testing If the County Project Director makes a good faith determination at any time that the Licensed Software or the CADS System (as a whole, or any component thereof), Services, Deliverables, and/or Milestones has not successfully completed an Acceptance Test or has not achieved Final Acceptance (collectively referred to for purposes of this Section 12.6 (Failed Testing) as “ Designated Test ”), the County Project Director shall promptly notify Contractor in writing of such failure, specifying with as much detail as possible the manner in which the Licensed Software, Deliverables, Milestones, and/or the CADS System failed to pass the applicable Designated Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs, and modifications to	Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No” <hr/> If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.” <hr/> This section is not applicable. There is no acceptance process under the Agreement.	Failed Testing [INTENTIONALLY DELETED.]If the County Project Director makes a good faith determination at any time that the Licensed Software or the CADS System (as a whole, or any component thereof), Services, Deliverables, and/or Milestones has not successfully completed an Acceptance Test or has not achieved Final Acceptance (collectively referred to for purposes of this Section 12.6 (Failed Testing) as “Designated Test”), the County Project Director shall promptly notify Contractor in writing of such failure, specifying with as much detail as possible the manner in which the Licensed Software, Deliverables, Milestones, and/or the CADS System failed to pass the applicable Designated Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs, and modifications to

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	<p>the Licensed Software, Deliverables, Milestones, and/or the CADS System to prepare the Licensed Software, Deliverables, Milestones, and/or the CADS System to be ready for retesting. Contractor shall notify the County 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 Project Director makes a good faith determination that the Licensed Software, Deliverables, Milestones, and/or the CADS System again fails to pass the applicable Designated Test, the County Project Director shall promptly notify Contractor in writing, specifying with as much detail as possible the manner in which the Licensed Software, Deliverables, Milestones, and/or the CADS System failed to pass the applicable Designated Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs, and modifications to the Licensed Software, Deliverables, Milestones, and/or the CADS System as will permit the Licensed Software, Deliverables, Milestones, and/or the CADS System to be ready for retesting.</p>		<p>the Licensed Software, Deliverables, Milestones, and/or the CADS System to prepare the Licensed Software, Deliverables, Milestones, and/or the CADS System to be ready for retesting. Contractor shall notify the County 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 Project Director makes a good faith determination that the Licensed Software, Deliverables, Milestones, and/or the CADS System again fails to pass the applicable Designated Test, the County Project Director shall promptly notify Contractor in writing, specifying with as much detail as possible the manner in which the Licensed Software, Deliverables, Milestones, and/or the CADS System failed to pass the applicable Designated Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs, and modifications to the Licensed Software, Deliverables, Milestones, and/or the CADS System as will permit the Licensed Software, Deliverables, Milestones, and/or the CADS System to be ready for retesting.</p>
12.6 (b)	<p>Such procedure shall continue, subject to County’s rights under Sections 14.3.2 (Credits to County) and 14.3.3 (Termination for Failure to Complete Key Deliverable) in the event Contractor fails to timely complete any Key Deliverable, 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 Section 27.2 (Termination</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This section is not applicable. There is no acceptance process under the Agreement.</p>	<p>Such procedure shall continue, subject to County’s rights under Sections 14.3.2 (Credits to County) and 14.3.3 (Termination for Failure to Complete Key Deliverable) in the event Contractor fails to timely complete any Key Deliverable, 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 Section 27.2 (Termination</p>

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	for Material Breach) on the basis of such non-curable default.		for Material Breach) on the basis of such non-curable default.
12.6 (c)	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 Licensed Software; (ii) a termination of the Statement(s) of Work relating to the Deliverables(s), Milestone(s), CADS System, and/or any component thereof that is (are) not performing or conforming as required herein; or (iii) if County believes the failure to pass the applicable Designated Test materially affects the functionality, performance, or desirability to County of the CADS System as a whole, the entire Agreement. In the event of a termination under this Section 12.6 (Failed Testing), County shall have the right to receive from Contractor, within ten (10) days of written notice of termination, reimbursement of all payments made to Contractor by County under this Agreement for the Deliverables(s), Milestone(s), CADS System, and/or any component thereof as to which the termination applies, or, if the entire Agreement is terminated, all amounts paid by County to Contractor under this Agreement. If the termination applies only to one or more CADS System component(s), at County's sole option, any reimbursement due to it may be credited against other sums due and payable by County to Contractor. The foregoing is without prejudice to any other rights that may accrue to County or Contractor under the terms of this Agreement or by law.	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <p>-----</p> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <p>-----</p> <p>This section is not applicable. There is no acceptance process under the Agreement.</p>	<p>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 Licensed Software; (ii) a termination of the Statement(s) of Work relating to the Deliverables(s), Milestone(s), CADS System, and/or any component thereof that is (are) not performing or conforming as required herein; or (iii) if County believes the failure to pass the applicable Designated Test materially affects the functionality, performance, or desirability to County of the CADS System as a whole, the entire Agreement. In the event of a termination under this Section 12.6 (Failed Testing), County shall have the right to receive from Contractor, within ten (10) days of written notice of termination, reimbursement of all payments made to Contractor by County under this Agreement for the Deliverables(s), Milestone(s), CADS System, and/or any component thereof as to which the termination applies, or, if the entire Agreement is terminated, all amounts paid by County to Contractor under this Agreement. If the termination applies only to one or more CADS System component(s), at County's sole option, any reimbursement due to it may be credited against other sums due and payable by County to Contractor. The foregoing is without prejudice to any other rights that may accrue to County or Contractor under the terms of this Agreement or by law.</p>
12.7	<p>Integration/interfacing</p> <p>If the CADS System 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 CADS System shall not be deemed Accepted by County until the Licensed Software and such other systems have been</p>	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <p>-----</p> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your</p>	<p>Integration/interfacing</p> <p>[INTENTIONALLY DELETED.]If the CADS System 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 CADS System shall not be deemed Accepted by County until the Licensed Software and such</p>

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	successfully integrated/interfaced and accepted by County in accordance with the terms of this Section 12 (Acceptance). For example, if Contractor is to provide Licensed Software consisting of multiple modules or that includes enhancements to the Licensed Software, including Work Product, as part of the Services, County's acceptance of the CADS System, Licensed Software, and any individual Module or Enhancement shall not be final until County Accepts all of the CADS System, Licensed Software, Modules and/or Enhancements integrated/Interfaced together as a complete system, including the operation of the CADS System on all equipment required for its use in conformance with the terms of this Agreement.	<p>proposed revision in the adjacent column using "track changes."</p> <hr/> <p>This section is not applicable. There is no acceptance process under the Agreement.</p>	<p>other systems have been successfully integrated/interfaced and accepted by County in accordance with the terms of this Section 12 (Acceptance). For example, if Contractor is to provide Licensed Software consisting of multiple modules or that includes enhancements to the Licensed Software, including Work Product, as part of the Services, County's acceptance of the CADS System, Licensed Software, and any individual Module or Enhancement shall not be final until County Accepts all of the CADS System, Licensed Software, Modules and/or Enhancements integrated/Interfaced together as a complete system, including the operation of the CADS System on all equipment required for its use in conformance with the terms of this Agreement.</p>
SECTION 13. (CHANGES TO AGREEMENT)			
13.1	<p>General</p> <p>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 Section 13 (Changes to Agreement). 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 Section 13 (Changes to Agreement).</p>	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>County may not change the Services or any provisions of this Agreement unless the parties agree to such changes in writing.</p>	<p>General</p> <p>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 Section 13 (Changes to Agreement). 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 Section 13 (Changes to Agreement).</p>
13.2	Change Notices	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p>	Change Notices

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	For any change which does not authorize Contractor to incur any additional costs or expenses or affect any term or condition of this Agreement, a written change notice (“ Change Notice ”) may be prepared and executed by the County Project Director or designee.	<p>-----</p> <p align="center">If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p align="center">The Parties must mutually agree to any changes under this Agreement in a signed writing.</p>	For any change which does not authorize Contractor to incur any additional costs or expenses or affect any term or condition of under this Agreement, a written change notice (“ Change Notice ”) must <u>may</u> be prepared and executed by the Parties <u>County Project Director or designee</u> .
13.3	<p>Change Orders</p> <p>For any financial change permissible under this Agreement which authorizes Contractor to incur any additional costs or expenses using Pool Dollars, a written change order (“Change Order”) may be prepared and executed by the County Project Director or designee. The County Project Director or designee is specifically authorized to execute Change Orders for expenditure of Pool Dollars for the acquisition of Optional Work under the Agreement. Any requests for the expenditure of Pool Dollars must be approved in writing by the County Project Director or designee.</p>	<p>Do you accept this provision?</p> <p align="center"><input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <p>-----</p> <p align="center">If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p align="center">Both Parties must agree to and execute any Change Order.</p>	<p>Change Orders</p> <p>For any financial change permissible under this Agreement which authorizes Contractor to incur any additional costs or expenses using Pool Dollars, a written change order (“Change Order”) may be prepared and executed by the Parties<u>County Project Director or designee</u>. The County Project Director or designee is specifically authorized to execute Change Orders for expenditure of Pool Dollars for the acquisition of Optional Work under the Agreement. Any requests for the expenditure of Pool Dollars must be approved in writing by the County Project Director or designee.</p>
13.4	<p>Amendments</p> <p>Except as otherwise provided in this Agreement, for any change requested by County which requires a change to the Contract Sum or affects any term or condition included in this Agreement, a negotiated written amendment</p>	<p>Do you accept this provision?</p> <p align="center"><input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <p>-----</p>	<p>Amendments</p> <p>Except as otherwise provided in this Agreement, for any change requested by either Party<u>County</u> which requires a change to the Contract Sum or affects any term or condition included in this Agreement, a negotiated written</p>

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	<p>("Amendment") to this Agreement must be prepared by County and then executed by Contractor and the Board of Supervisors or its authorized designee.</p>	<p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Either Party request a change(s) to the Agreement provide that the Amendment is agreed to and signed by both Parties.</p>	<p>amendment ("Amendment") to this Agreement must be prepared by County and then executed by Contractor and the Board of Supervisors or its authorized designee.</p>
13.5	<p>Board Orders</p> <p>Notwithstanding any other provision of this Section 13 (Changes to Agreement) or Section 29.6 (Termination for Convenience), Director shall take all appropriate action to carry out any orders of County's Board of Supervisors relating to this Agreement, which directly impact the Licensed Software, the Services, the CADS System or any of its components, or the budget allocated to the Licensed Software, the Services, the CADS System or any of its components, or the Agreement, and, for this purpose, Director is authorized to: (1) issue written notice(s) of partial or total termination of this Agreement pursuant to Section 27.4 (Termination for Convenience) without further action by the Board; (2) prepare and execute Amendment(s) to this Agreement, which shall reduce the Services and the Contract Sum without further action by the Board; and (3) execute an Amendment to this Agreement on behalf of County upon County's election to extend this Agreement to a subsequent phase or Key Milestone of the work based on the terms negotiated herein.</p>	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor does NOT agreement to this provision. County or its Board cannot terminate this Agreement for convenience. Any Amendment must be signed by both Parties.</p>	<p>Board Orders</p> <p>[INTENTIONALLY DELETED.]Notwithstanding any other provision of this Section 13 (Changes to Agreement) or Section 29.6 (Termination for Convenience), Director shall take all appropriate action to carry out any orders of County's Board of Supervisors relating to this Agreement, which directly impact the Licensed Software, the Services, the CADS System or any of its components, or the budget allocated to the Licensed Software, the Services, the CADS System or any of its components, or the Agreement, and, for this purpose, Director is authorized to: (1) issue written notice(s) of partial or total termination of this Agreement pursuant to Section 27.4 (Termination for Convenience) without further action by the Board; (2) prepare and execute Amendment(s) to this Agreement, which shall reduce the Services and the Contract Sum without further action by the Board; and (3) execute an Amendment to this Agreement on behalf of County upon County's election to extend this Agreement to a subsequent phase or Key Milestone of the work based on the terms negotiated herein.</p>

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13.5 (a)	Such notices of partial or total termination shall be authorized under the following conditions:	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor does NOT agree to the County being able to terminate for the reasons listed. The County may terminate for Contractor's material breach, which is covered in another section of the Agreement.</p>	Such notices of partial or total termination shall be authorized under the following conditions:
13.5 (a) (i)	Notices shall be in compliance with all applicable Federal, State and County laws, rules, regulations, ordinances, guidelines and directives.	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor does NOT agree to the County being able to terminate for the reasons listed. The County may terminate for Contractor's material breach, which is covered in another section of the Agreement.</p>	Notices shall be in compliance with all applicable Federal, State and County laws, rules, regulations, ordinances, guidelines and directives.

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13.5 (a) (ii)	Director shall obtain the approval of County Counsel for any notice.	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor does NOT agree to the County being able to terminate for the reasons listed. The County may terminate for Contractor's material breach, which is covered in another section of the Agreement.</p>	Director shall obtain the approval of County Counsel for any notice.
13.5 (a) (iii)	Director shall file a copy of all notices with the Board of Supervisors and County's Chief Executive Office within thirty (30) days after execution of each notice.	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p>	Director shall file a copy of all notices with the Board of Supervisors and County's Chief Executive Office within thirty (30) days after execution of each notice.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		Contractor does NOT agree to the County being able to terminate for the reasons listed. The County may terminate for Contractor's material breach, which is covered in another section of the Agreement.	
13.5 (b)	Such Amendments shall be authorized under the following conditions:	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p>	Such Amendments shall be authorized under the following conditions:
13.5 (b) (i)	Amendments shall be in compliance with all applicable Federal, State, and County laws, rules, regulations, ordinances, guidelines and directives.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p>	Amendments shall be in compliance with all applicable Federal, State, and County laws, rules, regulations, ordinances, guidelines and directives.

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13.5 (b) (ii)	The Board has appropriated sufficient funds for purposes of such Amendments and this Agreement.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	The Board has appropriated sufficient funds for purposes of such Amendments and this Agreement.
13.5 (b) (iii)	Director shall obtain the approval of County Counsel for any Amendment.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Director shall obtain the approval of County Counsel for any Amendment.

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13.5 (b) (iv)	Director shall file a copy of all Amendments with the Executive Office of the Board and County’s Chief Executive Office within fifteen (15) days after execution of each Amendment.	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p>	Director shall file a copy of all Amendments with the Executive Office of the Board and County’s Chief Executive Office within fifteen (15) days after execution of each Amendment.
13.6	<p>Changes to the Project Schedule</p> <p>Changes to the Project Schedule shall be made upon mutual agreement, in writing, by the County Project Director or designee and the Contractor Project Director by Change Notice or otherwise, provided that the County Project Director’s or designee and the Contractor Project Director’s agreement to alter the Project Schedule shall not prejudice either Party’s right to claim that such alterations constitute an Amendment to this Agreement that shall be governed by the terms of Section 13.4 (Amendments) above.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p>	<p>Changes to the Project Schedule</p> <p>Changes to the Project Schedule shall be made upon mutual agreement, in writing, by the County Project Director or designee and the Contractor Project Director by Change Notice or otherwise, provided that the County Project Director’s or designee and the Contractor Project Director’s agreement to alter the Project Schedule shall not prejudice either Party’s right to claim that such alterations constitute an Amendment to this Agreement that shall be governed by the terms of Section 13.4 (Amendments) above.</p>
13.7	<p>Extensions of Time</p> <p>Notwithstanding any other provision of this Section 13 (Changes to Agreement), to the extent that extensions of</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p>	<p>Extensions of Time</p> <p>Notwithstanding any other provision of this Section 13 (Changes to Agreement), to the extent that extensions of</p>

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	time for Contractor performance do not impact either the scope of Services or cost of this Agreement, the County Project Director or designee, in his/her sole discretion, may grant Contractor extensions of time in writing for the work listed in the applicable sequentially numbered Exhibit A.5 (Project Work Plan), provided such extensions shall not exceed a total of six (6) months beyond Final Acceptance.	<p align="center">If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p align="center">“Final Acceptance” is not applicable under this Agreement.</p>	time for Contractor performance do not impact either the scope of Services or cost of this Agreement, the County Project Director or designee, in his/her sole discretion, may grant Contractor extensions of time in writing for the work listed in the applicable sequentially numbered Exhibit A.5 (Project Work Plan), provided such extensions shall not exceed a total of six (6) months beyond Final Acceptance.
13.8	<p>New or Updated Licensed Software Modules</p> <p>Contractor and/or County will amend Exhibit B (Licensed Software) in order to: (i) add new Licensed Software Modules and/or components; (ii) revise the Licensed Software descriptions; and (iii) update the Licensed Software and Module version numbers, provided, however, no Licensed Software Module or component may be removed from or added to Exhibit B (Licensed Software) except in accordance with this Agreement and upon approval of the County Project Director. All such changes to Exhibit B (Licensed Software) shall be provided in accordance with this Section 13 (Changes to Agreement).</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p align="center">If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p align="center">Both Parties must agree to the changes in Exhibit B.</p>	<p>New or Updated Licensed Software Modules</p> <p>Contractor and/or County will amend Exhibit B (Licensed Software) in order to: (i) add new Licensed Software Modules and/or components; (ii) revise the Licensed Software descriptions; and (iii) update the Licensed Software and Module version numbers, provided, however, no Licensed Software Module or component may be removed from or added to Exhibit B (Licensed Software) except in accordance with this Agreement and upon approval of the Parties<u>County Project Director</u>. All such changes to Exhibit B (Licensed Software) shall be provided in accordance with this Section 13 (Changes to Agreement).</p>
SECTION 14. (CONTRACT SUM)			
14.1	<p>Maximum Contract Sum</p> <p>The Contract Sum under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all the tasks, subtasks, Deliverables, goods,</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/>	<p>Maximum Contract Sum</p> <p>The Contract Sum under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all the tasks, subtasks, Deliverables, goods,</p>

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	services and other Services required or requested by County under and during the Term of this Agreement. If County does not approve work in writing, no payment shall be due Contractor for those Services. The Contract Sum, including all applicable taxes, authorized by County hereunder shall not exceed [XXXXXXXX] Dollars (\$XXX.XX) as further detailed in Exhibit C (Fees; Contractor Professional Services Rates), unless the Contract Sum is modified pursuant to a duly approved Amendment to this Agreement by County's and Contractor's authorized representative(s) pursuant to Section 13 (Changes to Agreement). The Contract Sum under this Agreement shall cover the authorized payments for all elements of the CADS System, including the Licensed Software, Hardware, and Services including, Implementation Services, Hosting Services, Support Services, and any Optional Work. The Contract Sum shall not be adjusted for any costs or expenses whatsoever of Contractor.	<p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>This section should specify the exact amount set forth in Exhibit C. Also, the County must reimburse Contractor for any expenses (e.g., travel).</p>	services and other Services required or requested by County under and during the Term of this Agreement. If County does not approve work in writing, no payment shall be due Contractor for those Services. The Contract Sum, including all applicable taxes, authorized by County hereunder shall not exceed [XXXXXXXX] Dollars (\$XXX.XX) as further detailed in Exhibit C (Fees; Contractor Professional Services Rates), unless the Contract Sum is modified pursuant to a duly approved Amendment to this Agreement by County's and Contractor's authorized representative(s) pursuant to Section 13 (Changes to Agreement). The Contract Sum under this Agreement shall cover the authorized payments for all elements of the CADS System, including the Licensed Software, Hardware, and Services including, Implementation Services, Hosting Services, Support Services, and any Optional Work. The Contract Sum shall not be adjusted for any costs or expenses whatsoever of Contractor.
14.1 Paragraph 2	Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Contract Sum authorized for this Agreement. Upon occurrence of this event, Contractor shall provide written notification to the County Project Director in accordance with Section 29.3 (Notices).	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>This provision is not applicable.</p>	Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Contract Sum authorized for this Agreement. Upon occurrence of this event, Contractor shall provide written notification to the County Project Director in accordance with Section 29.3 (Notices).
14.2	Licensed Software The license fees for the Licensed Software are specified in Exhibit C (Fees; Contractor Professional Services Rates).	Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"	Licensed Software The license fees for the Licensed Software are specified in Exhibit C (Fees; Contractor Professional Services Rates).

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	Payment of the licensee fees for the Licensed Software shall be made in accordance with the payment schedule specified in Exhibit C (Fees; Contractor Professional Services Rates).	<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	Payment of the licensee fees for the Licensed Software shall be made in accordance with the payment schedule specified in Exhibit C (Fees; Contractor Professional Services Rates).
14.3 (Implementation Services) 14.3.1	<p>Implementation Fees</p> <p>Contractor shall provide Implementation Services in accordance with Exhibit A (Statement of Work) and the Agreement in exchange for County’s payment of the applicable Implementation Fees. The “Implementation Fees” shall include any and all fees and costs to be paid by County for the Implementation Services, including all Services as that term is defined and the subset of those Services described in Exhibit A (Statement of Work), and all travel and living expenses incurred in connection with providing the Implementation Services, as specified in Exhibit C (Fees; Contractor Professional Services Rates). The Implementation Fees shall be a fixed fee amount specified in such Exhibit C (Fees; Contractor Professional Services Rates).</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Contractor prefers to use its own language regarding implementation.</p>	<p>Implementation Fees</p> <p><u>Contractor shall provide implementation consulting support for the Programs in accordance with a mutually agreed upon project assumptions attached as Exhibit F. The corresponding fees and the billing terms for those fees are outlined in Exhibit C (Fees; Contractor Professional Services Rates) to this Agreement (excluding travel and any other direct expenses which will be billed separately as they are incurred). Additional consulting services beyond the effort outlined in the project assumptions in Exhibit F are not included in Contractor’s support duties under this Agreement, but are available to County to purchase via an engagement letter which will be executed by both Parties.</u> Contractor shall provide Implementation Services in accordance with Exhibit A (Statement of Work) and the Agreement in exchange for County’s payment of the applicable Implementation Fees. The “Implementation Fees” shall include any and all fees and costs to be paid by County for the Implementation Services, including all Services as that term is defined and the subset of those Services described in Exhibit A (Statement of Work), and all travel and living expenses incurred in connection with providing the Implementation Services, as specified in Exhibit C (Fees; Contractor Professional Services Rates). The Implementation Fees shall be a fixed fee amount</p>

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			specified in such Exhibit C (Fees; Contractor Professional Services Rates).
14.3.1 Paragraph 2	Included within the Services subject to the Implementation Fees, Contractor shall meet all Key Milestones by the date(s) specified unless extended by County in writing prior to the Key Milestone date. Should Contractor anticipate that the Contractor resources assigned to provide the Services, or any segment of Services, are not sufficient to timely complete the Services, Contractor shall supplement them with Contractor resources at no additional cost to County as needed to timely complete the Services, or any segment of Services, within the time set forth in the Statement of Work. Notwithstanding the foregoing, there shall be no obligation on the part of County to proceed to any subsequent phase of work for a Key Milestone with Contractor or to obtain additional Services from Contractor under this Agreement after completion of an earlier phase or Key Milestone. Further, in the event County elects not to proceed with Services after completion of a phase or key Milestone, the Agreement shall terminate upon receipt by Contractor of notice of County's election not to proceed with additional phase or Key Milestone.	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>This provision is not applicable to Contractor's implementation services.</p>	Included within the Services subject to the Implementation Fees, Contractor shall meet all Key Milestones by the date(s) specified unless extended by County in writing prior to the Key Milestone date. Should Contractor anticipate that the Contractor resources assigned to provide the Services, or any segment of Services, are not sufficient to timely complete the Services, Contractor shall supplement them with Contractor resources at no additional cost to County as needed to timely complete the Services, or any segment of Services, within the time set forth in the Statement of Work. Notwithstanding the foregoing, there shall be no obligation on the part of County to proceed to any subsequent phase of work for a Key Milestone with Contractor or to obtain additional Services from Contractor under this Agreement after completion of an earlier phase or Key Milestone. Further, in the event County elects not to proceed with Services after completion of a phase or key Milestone, the Agreement shall terminate upon receipt by Contractor of notice of County's election not to proceed with additional phase or Key Milestone.
14.3.2	<p>Credits to County</p> <p>Contractor agrees that delayed performance by Contractor will cause damages to County, which are uncertain and would be impracticable or extremely difficult to ascertain in advance. Contractor further agrees that, in conformity with California Civil Code Section 1671, Contractor shall be liable to County for liquidated damages in the form of credits, as specified below in this Section 14.3.2 (Credits to County), as a fair and reasonable estimate of such damages. Any amount of such damages is not and shall not be construed as penalties and, when assessed, will be deducted from County's payment that is due.</p>	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p>	<p>Credits to County</p> <p>[INTENTIONALLY DELETED.] Contractor agrees that delayed performance by Contractor will cause damages to County, which are uncertain and would be impracticable or extremely difficult to ascertain in advance. Contractor further agrees that, in conformity with California Civil Code Section 1671, Contractor shall be liable to County for liquidated damages in the form of credits, as specified below in this Section 14.3.2 (Credits to County), as a fair and reasonable estimate of such damages. Any amount of such damages is not and shall not be construed as</p>

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		Contractor cannot agree to liquidated damages for delayed performance.	penalties and, when assessed, will be deducted from County's payment that is due.
14.3.2 Paragraph 2	For each and every occasion upon which a Deliverable marked on the applicable Exhibit A.5 (Project Work Plan) as "Key" (hereinafter " Key Deliverable ") has not been completed by Contractor within fifteen (15) days after the date scheduled for completion thereof as set forth in such Exhibit A.5 (Project Work Plan) (hereinafter for each Key Deliverable " Due Date "), other than as a result of delays caused by acts or omissions of County, and unless otherwise approved in writing by the County Project Director or designee in his/her discretion, County shall be entitled to receive credit against any or all amounts due to Contractor under this Agreement or otherwise in the total amount of One Thousand Dollars (\$1,000) for each day after the Due Date that the Key Deliverable is not completed as a fair and reasonable estimate of the harm caused by the delay. All of the foregoing credits shall apply separately, and cumulatively, to each Key Deliverable in the Project Schedule.	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor is providing software to the County. Therefore, there are no true "Key Deliverables" that would fall under this provision. Also, such software is not subject to any "Acceptance" terms.</p>	For each and every occasion upon which a Deliverable marked on the applicable Exhibit A.5 (Project Work Plan) as "Key" (hereinafter "Key Deliverable") has not been completed by Contractor within fifteen (15) days after the date scheduled for completion thereof as set forth in such Exhibit A.5 (Project Work Plan) (hereinafter for each Key Deliverable "Due Date"), other than as a result of delays caused by acts or omissions of County, and unless otherwise approved in writing by the County Project Director or designee in his/her discretion, County shall be entitled to receive credit against any or all amounts due to Contractor under this Agreement or otherwise in the total amount of One Thousand Dollars (\$1,000) for each day after the Due Date that the Key Deliverable is not completed as a fair and reasonable estimate of the harm caused by the delay. All of the foregoing credits shall apply separately, and cumulatively, to each Key Deliverable in the Project Schedule.
14.3.2 Paragraph 3	A Key Deliverable shall be deemed completed for purposes of this Section 14.3.2 (Credits to County) and Section 14.3.3 (Termination for Failure to Complete Key Deliverable) on the earliest date that all of the tasks, subtasks, Deliverables, goods, services and other Services required for the completion of such Key Deliverable are completed and delivered to County, provided that all of such tasks, subtasks, Deliverables, goods, and Services	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your</p>	A Key Deliverable shall be deemed completed for purposes of this Section 14.3.2 (Credits to County) and Section 14.3.3 (Termination for Failure to Complete Key Deliverable) on the earliest date that all of the tasks, subtasks, Deliverables, goods, services and other Services required for the completion of such Key Deliverable are completed and delivered to County, provided that all of such tasks, subtasks, Deliverables, goods, and Services

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	required for the completion of such Key Deliverable are thereafter Approved in writing by County pursuant to Section 9.13 (Approval of Key Deliverables) without prior rejection by County or significant delay in County's Approval thereof, which delay is the result of Contractor's failure to deliver such tasks, subtasks, Deliverables, goods, and Services in accordance with the terms hereof. For purposes of this Section 14.3.2 (Credits to County) and Section 14.3.3 (Termination for Failure to Complete Key Deliverable), the determination of whether a Key Deliverable has been so completed and is so Approved, and of the date upon which such Key Deliverable was completed, shall be made by the County Project Director as soon as practicable after County is informed by Contractor that such Key Deliverable has been completed and is given all the necessary information, data, and documentation to verify such completion.	<p>proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor is providing software to the County. Therefore, there are no true "Key Deliverables" that would fall under this provision. Also, such software is not subject to any "Acceptance" terms.</p>	<p>required for the completion of such Key Deliverable are thereafter Approved in writing by County pursuant to Section 9.13 (Approval of Key Deliverables) without prior rejection by County or significant delay in County's Approval thereof, which delay is the result of Contractor's failure to deliver such tasks, subtasks, Deliverables, goods, and Services in accordance with the terms hereof. For purposes of this Section 14.3.2 (Credits to County) and Section 14.3.3 (Termination for Failure to Complete Key Deliverable), the determination of whether a Key Deliverable has been so completed and is so Approved, and of the date upon which such Key Deliverable was completed, shall be made by the County Project Director as soon as practicable after County is informed by Contractor that such Key Deliverable has been completed and is given all the necessary information, data, and documentation to verify such completion.</p>
14.3.3	<p>Termination for Failure to Complete Key Deliverable</p> <p>In addition to the foregoing provisions of Section 14.3.2 (Credits to County), if any Key Deliverable is not completed within thirty (30) days after the applicable Due Date, and thereafter Approved in writing by County pursuant to Section 9.13 (Approval of Key Deliverables), and unless the County Project Director and the Contractor Project Director have otherwise agreed, in writing, prior to such date scheduled for completion, then County may, upon notice to Contractor, terminate this Agreement for default in accordance with Section 27.2 (Termination for Material Breach) or for convenience in accordance with Section 27.4 (Termination for Convenience), as determined in the sole discretion of County, subject to the cure provisions set forth in Section 27.2 (Termination for Material Breach).</p>	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor is fine with the County terminating the Agreement for Contractor's material breach. However, this provision would not be applicable.</p>	<p>Termination for Failure to Complete Key Deliverable</p> <p>[INTENTIONALLY DELETED.]In addition to the foregoing provisions of Section 14.3.2 (Credits to County), if any Key Deliverable is not completed within thirty (30) days after the applicable Due Date, and thereafter Approved in writing by County pursuant to Section 9.13 (Approval of Key Deliverables), and unless the County Project Director and the Contractor Project Director have otherwise agreed, in writing, prior to such date scheduled for completion, then County may, upon notice to Contractor, terminate this Agreement for default in accordance with Section 27.2 (Termination for Material Breach) or for convenience in accordance with Section 27.4 (Termination for Convenience), as determined in the sole discretion of County, subject to the cure provisions set forth in Section 27.2 (Termination for Material Breach).</p>

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14.4	Support Services Contractor shall, during the Support Term, provide to County Support Services, and County shall pay the applicable Support Services Fees set forth in Exhibit C (Fees; Contractor Professional Services Rates).	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p>	Support Services Contractor shall, during the Support Term, provide to County Support Services, and County shall pay the applicable Support Services Fees set forth in Exhibit C (Fees; Contractor Professional Services Rates).
14.4 Paragraph 2	There shall be no charge for Support Services until Final Acceptance. Thereafter, Contractor shall invoice County for Support Services on a monthly basis, and County will pay the applicable monthly fees to Contractor in arrears. The monthly Support Services Fee shall be calculated as a portion of the Support Services Fees as specified in Exhibit C (Fees; Contractor Professional Services Rates). For the avoidance of doubt, there shall be no charge for Support Services until Final Acceptance. The Support Services Fees shall be fixed during the Initial Support Term of this Agreement.	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <p>Contractor requires implementation fees and annual subscription fees to be paid up front. If the County requires additional services, Contractor shall provide such services and invoice the County, which shall be payable in thirty (30) days.</p>	There shall be no charge for Support Services until Final Acceptance. Thereafter, Contractor shall invoice County for Support Services on a monthly basis, and County will pay the applicable monthly fees to Contractor in arrears. The monthly Support Services Fee shall be calculated as a portion of the Support Services Fees as specified in Exhibit C (Fees; Contractor Professional Services Rates). For the avoidance of doubt, there shall be no charge for Support Services until Final Acceptance. The Support Services Fees shall be fixed during the Initial Support Term of this Agreement.

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14.5	Hardware All Hardware costs and fees are set forth in Exhibit C (Fees; Contractor Professional Services Rates).	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>This section is not applicable. Contractor will not be providing any hardware to the County.</p>	Hardware [INTENTIONALLY DELETED.] All Hardware costs and fees are set forth in Exhibit C (Fees; Contractor Professional Services Rates).
14.6 (Implementing Optional Work) 14.6.1	New Software During the Support Term, if New Software is subsequently made Generally Available to any of Contractor's other clients, County shall have the option to obtain such New Software at a price equal to (a) the lowest price charged by Contractor for such New Software to any then-current Contractor client, or (b) price adjusted by a rate or discount percentage at least as favorable as that applied to the applicable Services when originally acquired by County hereunder, whichever option is lower in price.	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>The price of any additional Programs of Contractor that the County purchases shall be negotiated independently from the price of other Contractor clients.</p>	New Software [INTENTIONALLY DELETED.] During the Support Term, if New Software is subsequently made Generally Available to any of Contractor's other clients, County shall have the option to obtain such New Software at a price equal to (a) the lowest price charged by Contractor for such New Software to any then-current Contractor client, or (b) price adjusted by a rate or discount percentage at least as favorable as that applied to the applicable Services when originally acquired by County hereunder, whichever option is lower in price.

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14.6.2	<p>Professional Services</p> <p>Upon County's request for Professional Services, Contractor shall provide to County, within ten (10) Business Days of County's request therefor, a written quotation providing a pricing proposal consistent with the payment method required by County based on the Fixed Hourly Rate, as applicable. Contractor's quotation shall be valid for at least ninety (90) days from submission. Contractor's rates for Professional Services shall be subject to the applicable pricing terms set forth in Exhibit C (Fees; Contractor Professional Services Rates) during the Term of this Agreement. Contractor's Fixed Hourly Rate for Professional Services, as of the Effective Date, specified in Exhibit C (Fees; Contractor Professional Services Rates), shall be fixed during the Term.</p>	<p>Do you accept this provision?</p> <p><input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor shall provide professional services on a fixed fee basis.</p>	<p>Professional Services</p> <p>Upon County's request for Professional Services, Contractor shall provide to County, within ten (10) Business Days of County's request therefor, a written quotation providing a pricing proposal consistent with the payment method required by County based on the Fixed Hourly Rate, as applicable. Contractor's quotation shall be valid for at least ninety (90) days from submission. Contractor's rates for Professional Services shall be subject to the applicable pricing terms set forth in Exhibit C (Fees; Contractor Professional Services Rates) during the Term of this Agreement and will be a fixed fee arrangement. Contractor's Fixed Hourly Rate for Professional Services, as of the Effective Date, specified in Exhibit C (Fees; Contractor Professional Services Rates), shall be fixed during the Term.</p>
14.6.2 (a)	<p><u>Fixed Fee or Not to Exceed.</u> In the event that the Parties agree that Contractor shall perform the Professional Services on either a fixed fee or not to exceed basis, the applicable Statement of Work shall include an estimated percentage allocation of the fixed fee or not to exceed amount for each Milestone. Contractor shall not perform Professional Services in excess of the fee amount allocated to a Milestone in the Statement of Work without first obtaining prior County written Approval to exceed the fee amount allocated to the Milestone in the Statement of Work. If Contractor provides Professional Services in excess of the fee amount allocated to a Milestone in the Statement of Work without first obtaining prior County written Approval, such Professional Services shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County therefor (it being understood by the Parties that Contractor shall have no obligation to continue to provide such gratuitous Professional Services unless Approved by</p>	<p>Do you accept this provision?</p> <p><input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>If the County requires additional services beyond what is outlined in the original project assumptions, then County may purchase such services on a fixed fee basis via an engagement letter which shall be signed by both Parties.</p>	<p><u>Fixed Fee or Not to Exceed.</u> Additional consulting services beyond the effort outlined in the project assumptions in Exhibit F are not included in Contractor's support duties under this Agreement, but are available to County to purchase on a fixed fee basis via an engagement letter which will be executed by both Parties. In the event that the Parties agree that Contractor shall perform the Professional Services on either a fixed fee or not to exceed basis, the applicable Statement of Work shall include an estimated percentage allocation of the fixed fee or not to exceed amount for each Milestone. Contractor shall not perform Professional Services in excess of the fee amount allocated to a Milestone in the Statement of Work without first obtaining prior County written Approval to exceed the fee amount allocated to the Milestone in the Statement of Work. If Contractor provides Professional Services in excess of the fee amount allocated to a Milestone in the Statement of Work without first obtaining prior County written Approval, such Professional Services shall be</p>

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	County in writing in which case County shall compensate Contractor in accordance with this Agreement).		deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County therefor (it being understood by the Parties that Contractor shall have no obligation to continue to provide such gratuitous Professional Services unless Approved by County in writing in which case County shall compensate Contractor in accordance with this Agreement).
14.6.2 (b)	<p><u>Time and Materials.</u> In the event that the Parties agree that Contractor shall perform the Professional Services on a time and materials basis, the applicable Statement of Work shall include a fee estimate. In the event it is anticipated that the fee estimate provided in such Statement of Work (“Contractor Professional Services Fee Projection”) will be exceeded, Contractor will provide written notice to County in advance of incurring such excess cost. In the event Contractor does provide County with advance notice of a Project Overrun and County elects to proceed, any amounts incurred in excess of the Contractor Professional Services Fee Projection will be considered a “Project Overrun.” In the event Contractor does not provide County with advance notice of a Project Overrun, Contractor shall be solely responsible for the Project Overrun. Project Overruns shall be accounted for upon the earlier of the completion of the applicable Statement of Work or the expiration or termination of this Agreement. Prior to such accounting, Contractor and County agree to assume that both Parties are equally at fault and will share equally of the Project Overrun. If, as part of the Dispute Resolution Procedure, either Party is determined to be the primary cause of a Project Overrun, costs will be shared as follows:</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <p>-----</p> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <p>-----</p> <p>Contractor shall provide professional services on a fixed fee basis.</p>	<p><u>Time and Materials.</u> [INTENTIONALLY DELETED.]In the event that the Parties agree that Contractor shall perform the Professional Services on a time and materials basis, the applicable Statement of Work shall include a fee estimate. In the event it is anticipated that the fee estimate provided in such Statement of Work (“Contractor Professional Services Fee Projection”) will be exceeded, Contractor will provide written notice to County in advance of incurring such excess cost. In the event Contractor does provide County with advance notice of a Project Overrun and County elects to proceed, any amounts incurred in excess of the Contractor Professional Services Fee Projection will be considered a “Project Overrun.” In the event Contractor does not provide County with advance notice of a Project Overrun, Contractor shall be solely responsible for the Project Overrun. Project Overruns shall be accounted for upon the earlier of the completion of the applicable Statement of Work or the expiration or termination of this Agreement. Prior to such accounting, Contractor and County agree to assume that both Parties are equally at fault and will share equally of the Project Overrun. If, as part of the Dispute Resolution Procedure, either Party is determined to be the primary cause of a Project Overrun, costs will be shared as follows:</p>
14.6.2 (b) (i)	If Contractor, or any party other than County which Contractor has subcontracted to perform services or tasks, is determined to be the primary cause of the Project Overrun, Contractor shall be responsible for seventy-five percent (75%) of the Project Overrun. To the extent	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <p>-----</p>	If Contractor, or any party other than County which Contractor has subcontracted to perform services or tasks, is determined to be the primary cause of the Project Overrun, Contractor shall be responsible for seventy-five percent (75%) of the Project Overrun. To the extent

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	County has paid fees to Contractor as to such Project Overrun under the equal sharing provision above, such amounts paid in excess of the Project Overrun share allocated under this subpart shall be refunded to County by Contractor.	<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Contractor shall provide professional services on a fixed fee basis.</p>	County has paid fees to Contractor as to such Project Overrun under the equal sharing provision above, such amounts paid in excess of the Project Overrun share allocated under this subpart shall be refunded to County by Contractor.
14.6.2 (b) (ii)	If County, or any party other than Contractor which County has contracted to perform services or tasks, is determined to be the primary cause of the Project Overrun, County shall be responsible for seventy-five percent (75%) of the Project Overrun. To the extent Contractor has paid or credited fees to County as to such Project Overrun under the equal sharing provision above, such amounts paid or credited in excess of the Project Overrun share allocated under this subpart shall be refunded to Contractor by County.	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Contractor shall provide professional services on a fixed fee basis.</p>	If County, or any party other than Contractor which County has contracted to perform services or tasks, is determined to be the primary cause of the Project Overrun, County shall be responsible for seventy five percent (75%) of the Project Overrun. To the extent Contractor has paid or credited fees to County as to such Project Overrun under the equal sharing provision above, such amounts paid or credited in excess of the Project Overrun share allocated under this subpart shall be refunded to Contractor by County.
14.6.2 (b) Paragraph 2	The determination of “primary cause” shall be made in accordance with Section 26 (Dispute Resolution Procedure) and, notwithstanding anything to the contrary in Section	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p>	The determination of “primary cause” shall be made in accordance with Section 26 (Dispute Resolution Procedure) and, notwithstanding anything to the contrary in Section

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	26 (Dispute Resolution Procedure), shall be binding, final, and not subject to appeal.	<p>-----</p> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Contractor shall provide professional services on a fixed fee basis.</p>	26 (Dispute Resolution Procedure), shall be binding, final, and not subject to appeal.
14.7	<p>All Fees Stated</p> <p>Except as provided in this Section 14 (Contract Sum) or in the event of an amendment to this Agreement, there are no other fees or charges to be paid by County in connection with this Agreement for the CADS System, including without limitation Implementation Services, Hosting Services, Support Services and/or other Services or Deliverables provided by Contractor to County under this Agreement. Any work performed by Contractor and not specifically authorized by County in writing shall be considered gratuitous and Contractor shall have no right or claim whatsoever to any form of compensation.</p>	<p>Do you accept this provision?</p> <p><input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <p>-----</p> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>County would be responsible for travel expenses incurred by Contractor in performing duties under this Agreement.</p>	<p>All Fees Stated</p> <p>Except as provided in this Section 14 (Contract Sum), <u>travel expenses incurred by Contractor as a result of performing work for the County</u>, or in the event of an amendment to this Agreement, there are no other fees or charges to be paid by County in connection with this Agreement for the CADS System, including without limitation Implementation Services, Hosting Services, Support Services and/or other Services or Deliverables provided by Contractor to County under this Agreement. Any work performed by Contractor and not specifically authorized by County in writing shall be considered gratuitous and Contractor shall have no right or claim whatsoever to any form of compensation.</p>
SECTION 15. (INVOICES AND PAYMENTS)			

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
15.1	<p>Invoices</p> <p>Contractor shall invoice County in accordance with Exhibit C (Fees; Contractor Professional Services Rates) (1) for Implementation Services, based on the Deliverable amounts due, as set forth in Exhibit C.2 (Milestone Payments Table) upon Contractor’s completion and County’s written Approval of billable Deliverables; (2) for Support Services, by payment of monthly fees monthly in arrears commencing thirty (30) days after Productive Use; and (3) for all Optional Work, on a per Change Order basis by payment of the actual price expended by Contractor for the provision of Optional Work, not to exceed the Maximum Fixed Price quoted for such Optional Work following Contractor’s completion and County’s written Approval thereof. Contractor shall invoice for Hosting Services and Third-Party Products (including clinical content) in accordance first to the requirements of this Agreement, and then pursuant to the payment schedule in Exhibit C (Fees; Contractor Professional Services Rates).</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>The irrelevant items have been removed from this provision.</p>	<p>Invoices</p> <p>Contractor shall invoice County in accordance with Exhibit C (Fees; Contractor Professional Services Rates) (1) for Implementation Services, based on the Deliverable amounts due, as set forth in Exhibit C.2 (Milestone Payments Table) upon Contractor’s completion and County’s written Approval of billable Deliverables; and (2) for Support Services, by payment of monthly fees <u>upon</u> monthly in arrears commencing thirty (30) days after <u>execution of an engagement letter between the Parties</u> Productive Use; and (3) for all Optional Work, on a per Change Order basis by payment of the actual price expended by Contractor for the provision of Optional Work, not to exceed the Maximum Fixed Price quoted for such Optional Work following Contractor’s completion and County’s written Approval thereof. Contractor shall invoice for Hosting Services and Third-Party Products (including clinical content) in accordance first to the requirements of this Agreement, and then pursuant to the payment schedule in Exhibit C (Fees; Contractor Professional Services Rates).</p>
15.1.1	<p>Submission of Invoices</p> <p>Contractor’s invoice shall include the charges owed to Contractor by County under the terms of this Agreement as provided in Exhibit C (Fees; Contractor Professional Services Rates). All invoices and supporting documents under this Agreement shall be submitted to the County Project Director or designee in accordance with Section 29.3 (Notices), with copies to County Finance.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>Submission of Invoices</p> <p>Contractor’s invoice shall include the charges owed to Contractor by County under the terms of this Agreement as provided in Exhibit C (Fees; Contractor Professional Services Rates). All invoices and supporting documents under this Agreement shall be submitted to the County Project Director or designee in accordance with Section 29.3 (Notices), with copies to County Finance.</p>

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15.1.2	Invoice Details Each invoice submitted by Contractor shall indicate, at a minimum:	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Invoice Details Each invoice submitted by Contractor shall indicate, at a minimum:
15.1.2 (a)	Agreement name and number;	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Agreement name and number;
15.1.2 (b)	The tasks, subtasks, Deliverables, goods, services, or other Services for which payment is claimed, including Implementation Services Deliverables, Support Services, and Optional Work;	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific</p>	The tasks, subtasks, Deliverables , goods, services, or other Services for which payment is claimed, including Implementation Services Deliverables , <u>and</u> Support Services, and Optional Work ;

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		<p>concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>The irrelevant items were removed from this provision.</p>	
15.1.2 (c)	The price of such tasks, subtasks, Deliverables, goods, services, or other Services calculated based on the pricing terms set forth in Exhibit C (Fees; Contractor Professional Services Rates) or any Change Order, as applicable;	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>The irrelevant items were removed from this provision.</p>	The price of such tasks, subtasks, Deliverables, goods, services, or other Services calculated based on the pricing terms set forth in Exhibit C (Fees; Contractor Professional Services Rates) or any Change Order, as applicable;
15.1.2 (d)	The date of written Approval of the tasks, subtasks, Deliverables, goods, services, or other Services by the County Project Director;	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your</p>	The date of written Approval of the tasks, subtasks, Deliverables, goods, services, or other Services by the County Project Director;

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		<p>proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This provision is not applicable since Contractor’s software is not subject to approval by County.</p>	
15.1.2 (e)	Indication of any applicable withhold or Holdback Amounts for payments claimed or reversals thereof;	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This provision is not applicable.</p>	Indication of any applicable withhold or Holdback Amounts for payments claimed or reversals thereof;
15.1.2 (f)	Indication of any applicable credits due County under the terms of this Agreement or reversals thereof;	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p>	Indication of any applicable credits due County under the terms of this Agreement or reversals thereof;

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		This provision is not applicable.	
15.1.2 (g)	A copy of all applicable Acceptance Certificates signed by the County Project Director; and	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>This provision is not applicable.</p>	A copy of all applicable Acceptance Certificates signed by the County Project Director; and
15.1.2 (h)	Any other information required by the County Project Director.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Any other information required by the County Project Director.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
15.1.3	Approval of Invoices All invoices submitted by Contractor to County for payment shall have County’s written Approval as provided in this Section 15.1 (Invoices), which Approval shall not be unreasonably withheld. In no event shall County be liable or responsible for any payment prior to such written Approval.	Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No” If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”	Approval of Invoices All invoices submitted by Contractor to County for payment shall have County’s written Approval as provided in this Section 15.1 (Invoices), which Approval shall not be unreasonably withheld. In no event shall County be liable or responsible for any payment prior to such written Approval.
15.1.4	Invoice Discrepancies The County Project Director will review each invoice for any discrepancies and will, within forty-five (45) days of receipt thereof, notify Contractor in writing of any discrepancies found upon such review and submit a list of disputed charges. Contractor shall review the disputed charges and send a written explanation detailing the basis for the charges within forty-five (45) days of receipt of County’s notice of discrepancies and disputed charges. If the County Project Director does not receive a written explanation for the charges within such forty-five (45) day period, Contractor shall be deemed to have waived its right to justify the original invoice amount, and County, in its sole discretion, shall determine the amount due, if any, to Contractor and pay such amount in satisfaction of the disputed invoice, subject to the Dispute Resolution Procedure.	Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No” If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.” The time periods for each Party’s notification has been changed. Language was added to clarify that undisputed amounts must still be paid and County must pay the disputed invoice amount within thirty (30) days of its resolution.	Invoice Discrepancies The County Project Director will review each invoice for any discrepancies and will, within thirty <u>forty-five</u> (30 <u>45</u>) days of receipt thereof, notify Contractor in writing of any discrepancies found upon such review and submit a list of disputed charges. Contractor shall review the disputed charges and send a written explanation detailing the basis for the charges within ten <u>forty-five</u> (10 <u>45</u>) days of receipt of County’s notice of discrepancies and disputed charges. If the County Project Director does not receive a written explanation for the charges within such forty-five (45)-day period, Contractor shall be deemed to have waived its right to justify the original invoice amount, and County, in its sole discretion, shall determine the amount due, if any, to Contractor and pay such amount in satisfaction of the disputed invoice, subject to the Dispute Resolution Procedure. Any charges on an invoice that are not subject to such good faith dispute by County must be paid. Upon resolution, County shall pay the agreed upon invoice amount within thirty (30) days.

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15.1.4 Paragraph 2	All correspondence to County relating to invoice discrepancies shall be sent by email, followed by hard copy, directly to the County Project Director with a copy to DHS Finance or designee in accordance with Section 29.3 (Notices).	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p>	All correspondence to County relating to invoice discrepancies shall be sent by email, followed by hard copy, directly to the County Project Director with a copy to DHS Finance or designee in accordance with Section 29.3 (Notices).
15.2	<p>Delivery of Licensed Software</p> <p>All Licensed Software and Documentation provided by Contractor under this Agreement, including any Optional Work, shall be delivered (i) solely in electronic format (e.g., via electronic mail or internet download), or (ii) personally by Contractor Personnel who shall load the Licensed Software and Documentation onto County's hardware but who will retain possession of all originals and copies of such tangible media (e.g., DVD, magnetic tape, printed manuals) used to deliver the Licensed Software and Documentation to County.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p>	<p>Delivery of Licensed Software</p> <p>All Licensed Software and Documentation provided by Contractor under this Agreement, including any Optional Work, shall be delivered (i) solely in electronic format (e.g., via electronic mail or internet download), or (ii) personally by Contractor Personnel who shall load the Licensed Software and Documentation onto County's hardware but who will retain possession of all originals and copies of such tangible media (e.g., DVD, magnetic tape, printed manuals) used to deliver the Licensed Software and Documentation to County.</p>
15.2 Paragraph 2	Any Licensed Software and Documentation provided or delivered by Contractor to County in a tangible format for Contractor Personnel to load and leave with the Licensed Software and Documentation shall be FOB Destination. The Contract Sum shown in Section 14.1 (Maximum Contract Sum) includes all amounts necessary for County	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific</p>	<p>Any Licensed Software and Documentation provided or delivered by Contractor to County in a tangible format for Contractor Personnel to load and leave with the Licensed Software and Documentation shall be FOB Destination. The Contract Sum shown in Section 14.1 (Maximum Contract Sum) includes all amounts necessary for County</p>

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	to reimburse Contractor for all transportation and related insurance charges, if any, on Licensed Software and Documentation procured by County from Contractor pursuant to this Agreement. All transportation and related insurance charges, if any, shall be paid directly by Contractor to the applicable carrier. Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County from, any and all such transportation and related insurance charges.	<p>concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This section is not applicable. Contractor’s software will be delivered electronically, not via FOB.</p>	<p>to reimburse Contractor for all transportation and related insurance charges, if any, on Licensed Software and Documentation procured by County from Contractor pursuant to this Agreement. All transportation and related insurance charges, if any, shall be paid directly by Contractor to the applicable carrier. Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County from, any and all such transportation and related insurance charges.</p>
15.2 Paragraph 3	In the event Licensed Software or Documentation is provided or delivered by Contractor to County in a tangible format, Contractor shall bear the full risk of loss due to total or partial destruction of the Licensed Software and/or Documentation loaded on DVDs or other computer media until such items are delivered to and Accepted in writing by County.	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This section is not applicable. Contractor’s software will be delivered electronically, not via FOB.</p>	<p>In the event Licensed Software or Documentation is provided or delivered by Contractor to County in a tangible format, Contractor shall bear the full risk of loss due to total or partial destruction of the Licensed Software and/or Documentation loaded on DVDs or other computer media until such items are delivered to and Accepted in writing by County.</p>
15.3	<p>Sales/use Tax</p> <p>The Contract Sum shown in Section 14.1 (Maximum Contract Sum) shall be deemed to include all amounts necessary for County to reimburse Contractor for all applicable California and other state and local sales/use taxes on all Licensed Software provided by Contractor to County pursuant to or otherwise due as a result of this</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your</p>	<p>Sales/use Tax</p> <p>The Contract Sum shown in Section 14.1 (Maximum Contract Sum) shall be deemed to include all amounts necessary for County to reimburse Contractor for all applicable California and other state and local sales/use taxes on all Licensed Software provided by Contractor to County pursuant to or otherwise due as a result of this</p>

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	<p>Agreement, including, but not limited to, the product of Support Services and any Optional Work, to the extent applicable. All California sales/use taxes shall be paid directly by Contractor to the State or other taxing authority.</p>	<p>proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>County will be responsible for the payment of all taxes levied or based on this Agreement, including state and local privilege or excise taxes; provided, however, County will not be responsible for the payment of taxes based on the net income of Contractor.</p>	<p>Agreement, including, but not limited to, the product of Support Services and any Optional Work, to the extent applicable. All California sales/use taxes shall be paid directly by Contractor to the State or other taxing authority.<u>County will be responsible for the payment of all taxes levied or based on this Agreement or the Licensed Software Assets, including state and local privilege or excise taxes; provided, however, County will not be responsible for the payment of taxes based on the net income of Contractor.</u></p>
15.3 Paragraph 2	<p>Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County from, any and all such California and other state and local sales/use taxes. Further, Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County from, all applicable California and other state and local sales/use tax on all other items provided by Contractor pursuant to this Agreement and shall pay such tax directly to the State or other taxing authority. In addition, Contractor shall be solely responsible for all taxes based on Contractor’s income or gross revenue, or personal property taxes levied or assessed on Contractor’s personal property to which County does not hold title.</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>County will be responsible for the payment of all taxes levied or based on this Agreement, including state and local privilege or excise taxes; provided, however, County will not be responsible for the payment of taxes based on the net income of Contractor.</p>	<p>Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County from, any and all such California and other state and local sales/use taxes. Further, Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County from, all applicable California and other state and local sales/use tax on all other items provided by Contractor pursuant to this Agreement and shall pay such tax directly to the State or other taxing authority. In addition, Contractor shall be solely responsible for all taxes based on Contractor’s income or gross revenue, or personal property taxes levied or assessed on Contractor’s personal property to which County does not hold title.</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
15.4	<p>Payments</p> <p>Provided that Contractor is not in default under any provision of this Agreement, County will pay all invoice amounts to Contractor within sixty (60) days of receipt of invoices that have not been disputed in accordance with Section 15.1.4 (Invoice Discrepancies) above. County's payment or failure, however, shall not be deemed as automatic invoice Approval or Acceptance by County of any Deliverable for which payment is sought, nor shall it entitle Contractor to impose an interest on any late payment.</p>	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor requires 30 days' payment terms. Also, County will be assessed a late charge if any invoice is not paid within 30 days.</p>	<p>Payments</p> <p>Provided that Contractor is not in default under any provision of this Agreement, County will pay all invoice amounts to Contractor within <u>thirty (30)</u>sixty (60) days of receipt of invoices that have not been disputed in accordance with Section 15.1.4 (Invoice Discrepancies) above. County's payment or failure, however, shall not be deemed as automatic invoice Approval or Acceptance by County of any Deliverable for which payment is sought, nor shall it entitle Contractor to impose an interest on any late payment. <u>Invoices over thirty (30) days past due will be assessed a monthly interest charge based on a rate of twelve percent (12%) per annum (1% per month).</u></p>
15.5	<p>No Payment for Services Provided Following Expiration/termination of Agreement</p> <p>Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Agreement. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Agreement.</p>	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>A carve out was added to cover any outstanding fees owed to Contractor upon expiration or termination of the Agreement.</p>	<p>No Payment for Services Provided Following Expiration/termination of Agreement</p> <p><u>Except for any outstanding fees which County owes to Contractor,</u> Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Agreement. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Agreement.</p>

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15.6 (a)	<p>Holdbacks</p> <p>The Implementation Fees shall be allocated among the Key Milestones as set forth in the Statements of Work (“Key Milestone Allocation”). The amount allocated to each Key Milestone need not be the same, provided, however, all allocated amounts must aggregate to equal the Implementation Fees. The Key Milestone Allocation will be divided by the number of months set forth in the original Statement of Work for completion of the Key Milestone (“Key Milestone Scheduled Duration”) and that amount shall be multiplied by eighty five percent (85%) to determine the “Monthly Key Milestone Payment.” The Monthly Key Milestone Payment will be made by County only for the Key Milestone Scheduled Duration. The remaining fifteen percent (15%) of the amounts invoiced (“Holdback Amount”) will be payable as set forth in this Section 15.6 (Holdbacks). All amounts invoiced by Contractor under the Statements of Work shall be subject to the Holdback Amount. The Holdback Amount will be payable to Contractor based upon County’s Approval of the applicable Key Milestone.</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This provision is not applicable. Contractor requires full payment of all implementation fees up front. Also, there will be no milestones or approval by the County for Contractor’s software.</p>	<p>Holdbacks</p> <p>[INTENTIONALLY DELETED.]The Implementation Fees shall be allocated among the Key Milestones as set forth in the Statements of Work (“Key Milestone Allocation”). The amount allocated to each Key Milestone need not be the same, provided, however, all allocated amounts must aggregate to equal the Implementation Fees. The Key Milestone Allocation will be divided by the number of months set forth in the original Statement of Work for completion of the Key Milestone (“Key Milestone Scheduled Duration”) and that amount shall be multiplied by eighty five percent (85%) to determine the “Monthly Key Milestone Payment.” The Monthly Key Milestone Payment will be made by County only for the Key Milestone Scheduled Duration. The remaining fifteen percent (15%) of the amounts invoiced (“Holdback Amount”) will be payable as set forth in this Section 15.6 (Holdbacks). All amounts invoiced by Contractor under the Statements of Work shall be subject to the Holdback Amount. The Holdback Amount will be payable to Contractor based upon County’s Approval of the applicable Key Milestone.</p>
15.6 (b)	<p>A Key Milestone shall be deemed Approved for purposes of this Section 15.6 (Holdbacks) on the earliest date that all of the tasks, subtasks, Deliverables, goods, Services and other work required for completion of the Key Milestone are completed, tested for acceptability, and Approved in writing by County. The determination of whether each Key Milestone has been so completed and so Approved shall be made by the County Project Director as soon as practicable after County is informed by Contractor that such Key Milestone has been completed and is given all the necessary information, data, and documentation to verify such completion. If a Key Milestone is not Approved due to its failure to meet the applicable Acceptance Criteria or tests within thirty (30) calendar days of its scheduled</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This provision is not applicable. Contractor requires full payment of all implementation fees up front. Also, there will be no milestones or</p>	<p>A Key Milestone shall be deemed Approved for purposes of this Section 15.6 (Holdbacks) on the earliest date that all of the tasks, subtasks, Deliverables, goods, Services and other work required for completion of the Key Milestone are completed, tested for acceptability, and Approved in writing by County. The determination of whether each Key Milestone has been so completed and so Approved shall be made by the County Project Director as soon as practicable after County is informed by Contractor that such Key Milestone has been completed and is given all the necessary information, data, and documentation to verify such completion. If a Key Milestone is not Approved due to its failure to meet the applicable Acceptance Criteria or tests within thirty (30) calendar days of its scheduled</p>

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	completion per the Statement of Work, the Holdback Amount will not be paid until Approval of the next Key Milestone. No accumulated Holdback Amounts will be paid as to any Key Milestone, until all preceding Key Milestones have been Approved.	approval by the County for Contractor's software.	completion per the Statement of Work, the Holdback Amount will not be paid until Approval of the next Key Milestone. No accumulated Holdback Amounts will be paid as to any Key Milestone, until all preceding Key Milestones have been Approved.
15.7	<p>Responsibility for Costs</p> <p>Except for any reimbursable expenses specified in a Statement of Work, or as otherwise Approved in writing by County, Contractor shall be responsible for all costs and expenses incidental to the provision of the Licensed Software and performance of Services, including but not limited to, all costs for Third-Party Intellectual Property and equipment provided by Contractor, and all fees, fines, licenses, bonds or taxes required of or imposed against Contractor including but not limited to corporate income tax, sales and excise taxes or amounts levied thereof, and all other of Contractor's costs of doing business. Contractor shall supply copies of third parties' invoices and other reasonable supporting documentation in substantiation of any reimbursable expenses, as County may request from time to time. No payments will be made for services rendered or expenses incurred by Contractor other than the Services or Deliverables unless such services are approved in advance in writing by County, and Contractor supplies such documentation as County may request with respect to such costs.</p>	<p>Do you accept this provision?</p> <p><input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor is not responsible for taxes levied or based on the Agreement or Licensed Software Assets. Also, County may be responsible for third-party products or services. Contractor will seek County's prior approval on such items.</p>	<p>Responsibility for Costs</p> <p>Except for any reimbursable expenses specified in a Statement of Work <u>and any taxes levied or based on this Agreement or Licensed Software Assets</u>, or as otherwise Approved in writing by County, Contractor shall be responsible for all costs and expenses incidental to the provision of the Licensed Software and performance of Services, including but not limited to, all costs for Third-Party Intellectual Property <u>(except for any products or services necessary for Contractor to provide the Programs, which County will approve prior to such use)</u> and equipment provided by Contractor, and all fees, fines <u>where Contractor is at fault</u>, licenses, <u>or</u> bonds or taxes required of or imposed against Contractor including but not limited to corporate income tax, sales and excise taxes or amounts levied thereof, and all other of Contractor's costs of doing business. Contractor shall supply copies of third parties' invoices and other reasonable supporting documentation in substantiation of any reimbursable expenses, as County may request from time to time. No payments will be made for services rendered or expenses incurred by Contractor other than the Services or Deliverables unless such services are approved in advance in writing by County, and Contractor supplies such documentation as County may request with respect to such costs.</p>
15.8	<p>Travel and Living Expenses</p> <p>In the event reimbursement of travel, meal, lodging, and incidental expenses in connection with a Statement of</p>	<p>Do you accept this provision?</p> <p><input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p>	<p>Travel and Living Expenses</p> <p>In the event reimbursement of travel, meal, lodging, and incidental expenses in connection with a Statement of</p>

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	Work are specifically authorized by County, 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, as updated from time to time by the Los Angeles County Auditor-Controller. Contractor will provide all invoices, receipts, and other documentation reasonably needed to support the request for reimbursement.	<p align="center">-----</p> <p align="center">If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p>	Work are specifically authorized by County, 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, as updated from time to time by the Los Angeles County Auditor-Controller. Contractor will provide all invoices, receipts, and other documentation reasonably needed to support the request for reimbursement.
15.9	<p>Payment Does Not Imply Acceptance</p> <p>The making of any payment or payments by County, or the receipt thereof by Contractor, shall in no way affect the responsibility of Contractor to furnish the Licensed Software, Services, and Deliverables in accordance with this Agreement, and shall not imply Acceptance by County of such items or the waiver of any warranties or requirements of this Agreement.</p>	<p>Do you accept this provision?</p> <p align="center"><input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <p align="center">-----</p> <p align="center">If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p align="center">Contractor struck “Acceptance” since it is not part of this Agreement.</p>	<p>Payment Does Not Imply Acceptance</p> <p>The making of any payment or payments by County, or the receipt thereof by Contractor, shall in no way affect the responsibility of Contractor to furnish the Licensed Software, Services, and Deliverables in accordance with this Agreement, and shall not imply Acceptance by County of such items or the waiver of any warranties or requirements of this Agreement.</p>
15.10	<p>Record Retention and Inspection/audit Settlement</p> <p>Contractor shall maintain, and provide upon request by County, accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance</p>	<p>Do you accept this provision?</p> <p align="center"><input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <p align="center">-----</p> <p align="center">If “No,” state clearly your objection(s) to the specific concept(s) below and provide your</p>	<p>Record Retention and Inspection/audit Settlement</p> <p>Contractor shall maintain, and provide upon request by County, accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles for a period of seven (7) years. Contractor shall also maintain accurate and complete employment and other</p>

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	<p>of this Agreement. Contractor agrees that the County, any Federal or State auditor, or their authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign- in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the Term of this Agreement and for a period of ten (10) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.</p>	<p>proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor had to insert some of its audit requirements and limit the period for which County may audit Contractor's records.</p>	<p>records relating to its performance of this Agreement <u>for a period of seven (7) years. Upon prior written and reasonable notice</u>, Contractor agrees that the County, any Federal or State auditor, or their authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to <u>the Programs under this Agreement during Contractor's normal business hours no more than once per year during the Term of the Agreement and at County's own expense</u>. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign- in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor <u>and the County</u> and shall be made available to the County during the Term of this Agreement and for a period of <u>seventeen (17)</u> years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at <u>its office</u> a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.</p>
15.10 (a)	<p>In the event that an audit of the Contractor is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, including audits conducted by the Medicare or Medi-Cal programs, or both, then the Contractor shall file a copy of each such audit report, including Service Organization Controls (SOC1) Reports, with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, the County shall</p>	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p>	<p>In the event that an audit of the Contractor is conducted specifically regarding <u>the Programs under</u> this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, including audits conducted by the Medicare or Medi-Cal programs, or both, then the Contractor shall file a copy of each such audit report, including Service Organization Controls (SOC1) Reports, with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to</p>

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	make a reasonable effort to maintain the confidentiality of such audit report(s).	Contractor had to insert some of its audit requirements.	applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
15.10 (b)	Failure on the part of Contractor to comply with any of the provisions of this Section 15.10 (Record Retention and Inspection/Audit Settlement) shall constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Failure on the part of Contractor to comply with any of the provisions of this Section 15.10 (Record Retention and Inspection/Audit Settlement) shall constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement.
15.10 (c)	If, at any time during the Term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County conduct an audit of the Contractor regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: (i) repaid by the Contractor to the County by cash payment upon demand or (ii) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor had to insert some of its audit requirements.</p>	If, at any time during the Term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County conduct an audit of the <u>Programs</u> Contractor regarding the work performed under this Agreement, <u>which shall be subject to the requirements set forth above</u> , and if such audit finds <u>an error or overcharge of the fees related to the Programs under this Agreement</u> that the County's dollar liability for any such work is less than payments made by the County to the Contractor , then the difference <u>between the amount of such error or overcharge of the Programs fees and the actual Programs fees</u> shall be either: (i) repaid by the Contractor to the County by cash payment upon demand or (ii) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this

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	the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.		Agreement or otherwise . If such audit finds that <u>such error or overcharge</u> the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.
15.11	Contractor Self-audit In addition to the audit rights of County and its regulators under this Agreement, on at least a semi-annual basis, Contractor shall perform a self-audit of its business and operations to evaluate its compliance with the Agreement and delivery of the Services. The audit shall be initiated no later than the anniversary date of each year of the Term of this Agreement. Within sixty (60) days of the initiation of a self-audit, Contractor shall provide County with a written report outlining the results of the self-audit.	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor does not perform a self-audit. County has the right to audit the Programs under this Agreement.</p>	Contractor Self-audit [INTENTIONALLY DELETED.]In addition to the audit rights of County and its regulators under this Agreement, on at least a semi-annual basis, Contractor shall perform a self-audit of its business and operations to evaluate its compliance with the Agreement and delivery of the Services. The audit shall be initiated no later than the anniversary date of each year of the Term of this Agreement. Within sixty (60) days of the initiation of a self-audit, Contractor shall provide County with a written report outlining the results of the self-audit.
15.12	Security Audits During the Term of this Agreement, County or its third party designee may, but is not obligated to, perform audits of Contractor's environment, including unannounced penetration and security tests, as it relates to the receipt, maintenance, use, or retention of County Confidential Information or other County Data. Any of County's regulators shall have the same right upon request. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests,	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p>	Security Audits During the Term of this Agreement, County or its third party designee may, but is not obligated to, perform <u>surveillance</u> audits of Contractor's environment, including unannounced penetration and security tests, as it relates to the receipt, maintenance, use, or retention of County Confidential Information or other County Data. Any of County's regulators shall have the same right upon request. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests,

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	and audits within reasonable timeframes. Contractor shall provide evidence of all penetration or security tests performed by Contractor (e.g., summary data of the results of the tests), as to any component of Contractor’s environment supporting the delivery of the Services.	Contractor has revised this provision to be consistent with its audit policy.	and audits within reasonable timeframes. Contractor shall provide, <u>at County’s request, management report evidence</u> of all <u>external</u> penetration or security tests performed by Contractor (e.g., summary data of the results of the tests), as to any component of Contractor’s environment supporting the delivery of the Services.
15.13	Compliance Audits During the Term of this Agreement, to the extent Contractor engages a third party auditor to perform a SSAE 18 Type II Report or AT 101 Type II Report of Contractor’s operations, information security program, and/or disaster recovery/business continuity plan, Contractor shall promptly furnish a copy of the audit report to County. Any such audit reports shall be deemed Contractor Confidential Information. All references in this Agreement to SSAE 18 Type II Report or AT 101 Type II Report also include any successor standard, and all updates or changes to the standard then in effect.	Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No” <hr/> If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.” <hr/> Contractor has revised this provision to be consistent with its audit policy.	Compliance Audits During the Term of this Agreement, to the extent Contractor engages a third party auditor to perform a SSAE 18 Type II Report or AT 101 Type II Report of Contractor’s operations, information security program, and/or disaster recovery/business continuity plan, <u>Contractor shall promptly furnish a copy of the audit report to County</u> <u>may request copies of the report annually</u> . Any such audit reports shall be deemed Contractor Confidential Information. All references in this Agreement to SSAE 18 Type II Report or AT 101 Type II Report also include any successor standard, and all updates or changes to the standard then in effect.
15.14	Verification of Licensee Costs By Government Until the expiration of four (4) years after the furnishing of any service pursuant to this Agreement, Contractor shall make available, upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of this Agreement and any books, documents, records, and other data of Contractor that are necessary to certify the nature and extent of costs incurred by County for such services. If Contractor carries out any of its duties under this Agreement through a subcontract	Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No” <hr/> If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”	Verification of Licensee Costs By Government <u>Notwithstanding any other terms of this Agreement</u> <u>Until the expiration of four (4) years after the furnishing of any service pursuant to this Agreement</u> , Contractor <u>and County</u> shall make available, upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of this Agreement and any books, documents, records, and other data of Contractor that are necessary to certify the nature and extent of costs incurred by County for such services <u>rendered hereunder to the full</u>

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	with a related organization involving a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, Contractor shall cause such subcontract to contain a clause to the effect that, until the expiration of four (4) years after the furnishing of any service pursuant to said contract, the applicable organization will make available, upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of records of the related organization that are necessary to certify the nature and extent of costs incurred for such services. Contractor shall ensure that this provision also apply to any contract between a subcontractor and an organization related to the subcontractor by control or common ownership.	Contractor edited this language to be consistent with its language re: HHS audit requirements.	<u>extent required by the Centers for Medicare and Medicaid Services implementing Section 952 of the Omnibus Reconciliation Act of 1980 at 42 U.S.C. Section 1395 (x)(v)(1)(I).</u> If Contractor carries out any of its duties under this Agreement through a subcontract with a related organization involving a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, Contractor shall cause such subcontract to contain a clause to the effect that, until the expiration of four (4) years after the furnishing of any service pursuant to said contract, the applicable organization will make available, upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of records of the related organization that are necessary to certify the nature and extent of costs incurred for such services. Contractor shall ensure that this provision also apply to any contract between a subcontractor and an organization related to the subcontractor by control or common ownership.
15.15	Audit of Practices Related to Protected Health Information Within ten (10) business days of a written request, including an audit agenda, by County to Contractor, Contractor shall allow County to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies, and procedures relating to Contractor's use or disclosure of County's Protected Health Information pursuant to this Agreement for the purpose of determining whether Contractor has complied with this Agreement, including Exhibit F (Business Associate Agreement); provided, however, that (i) Contractor and County shall mutually agree in advance upon the scope, timing, and location of such an inspection, and (ii) County shall protect the confidentiality of all Contractor Confidential Information to which County has access during the course of such inspection in accordance with the terms of this Agreement. Contractor shall not be	Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No" <hr/> If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes." <hr/> Contractor increased the period for County to request an audit of Contractor's handling of County's PHI.	Audit of Practices Related to Protected Health Information Within thirtyten (30+0) <u>thirtyten (30+0)</u> business days of a written request, including an audit agenda, by County to Contractor, Contractor shall allow County to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies, and procedures relating to Contractor's use or disclosure of County's Protected Health Information pursuant to this Agreement for the purpose of determining whether Contractor has complied with this Agreement, including Exhibit F (Business Associate Agreement); provided, however, that (i) Contractor and County shall mutually agree in advance upon the scope, timing, and location of such an inspection, and (ii) County shall protect the confidentiality of all Contractor Confidential Information to which County has access during the course of such inspection in accordance with the terms of this Agreement. Contractor shall not be

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	responsible for any County costs or expenses related to such audit. The fact that County inspects, or fails to inspect, or has the right to inspect, Contractor's facilities, systems, books, records, agreements, policies, and procedures does not relieve Contractor of its responsibility to comply with this Agreement, including Exhibit F (Business Associate Agreement), nor does County's (i) failure to detect or (ii) detection, but failure to notify Contractor or require Contractor's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of County's enforcement rights under this Agreement. Contractor shall notify County within ten (10) business days of learning that Contractor has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights related to County's Protected Health Information.		responsible for any County costs or expenses related to such audit. The fact that County inspects, or fails to inspect, or has the right to inspect, Contractor's facilities, systems, books, records, agreements, policies, and procedures does not relieve Contractor of its responsibility to comply with this Agreement, including Exhibit F (Business Associate Agreement), nor does County's (i) failure to detect or (ii) detection, but failure to notify Contractor or require Contractor's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of County's enforcement rights under this Agreement. Contractor shall notify County within ten (10) business days of learning that Contractor has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights related to County's Protected Health Information.
SECTION 16. (INDEPENDENT CONTRACTOR)			
16.1	<p>Independent Contractors</p> <p>This Agreement is by and between County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and the Contractor. The employees and agents of one Party shall not be, or be construed to be, the employees or agents of the other Party for any purpose whatsoever. Contractor is an independent contractor and has no authority to bind, County by contract or otherwise. Contractor will perform the Services under the general direction of County, but Contractor will determine, in Contractor's sole discretion, the manner and means by which the Services are accomplished, subject to the requirement that Contractor will at all times comply with applicable law and with County's reasonable instructions. Further, it is not the intention of this Agreement or of the Parties to confer a third party beneficiary right of action upon any third party or entity whatsoever, and nothing in this Agreement will be construed so as to confer upon any</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p>	<p>Independent Contractors</p> <p>This Agreement is by and between County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and the Contractor. The employees and agents of one Party shall not be, or be construed to be, the employees or agents of the other Party for any purpose whatsoever. Contractor is an independent contractor and has no authority to bind, County by contract or otherwise. Contractor will perform the Services under the general direction of County, but Contractor will determine, in Contractor's sole discretion, the manner and means by which the Services are accomplished, subject to the requirement that Contractor will at all times comply with applicable law and with County's reasonable instructions. Further, it is not the intention of this Agreement or of the Parties to confer a third party beneficiary right of action upon any third party or entity whatsoever, and nothing in this Agreement will be construed so as to confer upon any</p>

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	third party or entity other than the Parties hereto a right of action under this Agreement or in any manner whatsoever.		third party or entity other than the Parties hereto a right of action under this Agreement or in any manner whatsoever.
16.2	<p>Employment Related Claims</p> <p>Contractor agrees to be solely responsible for all matters relating to compensation of its employees, subcontractors, agents, partners, or consultants including but not limited to compliance with laws governing workers’ compensation, Social Security, provident fund, retrenchment, lay-off or termination compensation, withholding and payment of any and all federal, State, and local personal income taxes, disability/death insurance, unemployment, and any other taxes for such persons, including any related employer assessment or contributions required by law, and all other regulations governing such matters, and the payment of all salary, vacation, and other employee benefits. At Contractor’s expense as described herein, Contractor agrees to defend, indemnify, and hold harmless County, and its officers, agents, employees, members, subsidiaries, joint venture partners, Affiliated Users, and successors in interest from and against any claim, demand, action, proceeding (threatened or actual), judgment, liability, loss, damage, cost, or expense, including, without limitation, attorneys’ fees as provided herein arising out of Contractor’s or County’s alleged failure to pay, when due, all such taxes and obligations under this Section 16.2 (Employment Related Claims) (collectively referred to for purposes of this Section as “Employment Claim(s)”). Contractor shall pay to County any expenses or charges relating to or arising from any such Employment Claim(s) as they are incurred by County.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p>	<p>Employment Related Claims</p> <p>Contractor agrees to be solely responsible for all matters relating to compensation of its employees, subcontractors, agents, partners, or consultants including but not limited to compliance with laws governing workers’ compensation, Social Security, provident fund, retrenchment, lay-off or termination compensation, withholding and payment of any and all federal, State, and local personal income taxes, disability/death insurance, unemployment, and any other taxes for such persons, including any related employer assessment or contributions required by law, and all other regulations governing such matters, and the payment of all salary, vacation, and other employee benefits. At Contractor’s expense as described herein, Contractor agrees to defend, indemnify, and hold harmless County, and its officers, agents, employees, members, subsidiaries, joint venture partners, Affiliated Users, and successors in interest from and against any claim, demand, action, proceeding (threatened or actual), judgment, liability, loss, damage, cost, or expense, including, without limitation, attorneys’ fees as provided herein arising out of Contractor’s or County’s alleged failure to pay, when due, all such taxes and obligations under this Section 16.2 (Employment Related Claims) (collectively referred to for purposes of this Section as “Employment Claim(s)”). Contractor shall pay to County any expenses or charges relating to or arising from any such Employment Claim(s) as they are incurred by County.</p>
16.3	<p>No Eligibility for Benefits</p> <p>Neither Contractor nor its employees or agents shall be eligible to enroll for and/or receive benefits under any County employee benefit plan maintained by County, including, without limitation, any employee pension benefit plan within the meaning of Section 3(2) of the</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific</p>	<p>No Eligibility for Benefits</p> <p>Neither Contractor nor its employees or agents shall be eligible to enroll for and/or receive benefits under any County employee benefit plan maintained by County, including, without limitation, any employee pension benefit plan within the meaning of Section 3(2) of the</p>

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	Employee Retirement Income Security Act of 1974, as amended (“ERISA”), any employee welfare benefit plan within the meaning of Section 3(1) of ERISA, or any stock option or stock purchase plan.	concept(s) below and provide your proposed revision in the adjacent column using “track changes.” 	Employee Retirement Income Security Act of 1974, as amended (“ERISA”), any employee welfare benefit plan within the meaning of Section 3(1) of ERISA, or any stock option or stock purchase plan.
16.4	Common-law Employees The foregoing shall apply to Contractor and Contractor’s employees and agents even if Contractor or any Contractor employee or agent is subsequently reclassified by any court or governmental agency as a common-law employee for periods during which services were performed under this Agreement.	Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No” ----- If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.” 	Common-law Employees The foregoing shall apply to Contractor and Contractor’s employees and agents even if Contractor or any Contractor employee or agent is subsequently reclassified by any court or governmental agency as a common-law employee for periods during which services were performed under this Agreement.
SECTION 17. (REPRESENTATIONS AND WARRANTIES)			
17.1	Contractor’s Warranties Contractor represents and warrants that:	Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No” ----- If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.” 	Contractor’s Warranties Contractor represents and warrants that:

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17.1.1	Authority Contractor has the full power, capacity, and authority to enter into and perform this Agreement and to make the grant of rights contained herein, and Contractor’s performance of this Agreement does not violate or conflict with any agreement to which Contractor is a party. Further, 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;	Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No” <hr/> If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.” <hr/>	Authority Contractor has the full power, capacity, and authority to enter into and perform this Agreement and to make the grant of rights contained herein, and Contractor’s performance of this Agreement does not violate or conflict with any agreement to which Contractor is a party. Further, 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;
17.1.2	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 Contractor’s applicable Best Practices;	Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No” <hr/> If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.” <hr/> “Deliverables” are not applicable for Contractor under this provision.	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 Contractor’s applicable Best Practices;

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17.1.3	<p>Conformance to Specifications</p> <p>The CADS System, Licensed Software, Hardware, Services, including Implementation Services, Hosting Services, Support Services, and Deliverables shall conform to the Specifications and requirements set forth in this Agreement without material deviations for the period commencing upon the Effective Date and continuing through the later of expiration or termination of Support Services (“Warranty Period”). Contractor shall institute quality controls, including suitable testing procedures if any, to ensure that the Licensed Software, Hardware, Services, including Implementation Services, Hosting Services, Support Services, and Deliverables comply with the terms of this Agreement. Upon County’s reasonable request, County shall have the right to review Contractor’s quality controls in order to verify and/or improve the quality of the Licensed Software, Services and Deliverables.</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Contractor has offered a 1-year warranty on the Programs provided to County under this Agreement.</p>	<p>Conformance to Specifications</p> <p>The CADS System, Licensed Software, Hardware, Services, including Implementation Services, Hosting Services, Support Services, and Deliverables shall conform to the Specifications and requirements set forth in this Agreement without material deviations Contractor warrants that the Programs will operate properly when used in the manner specified in the User Guides to be provided by Contractor for the period commencing upon the Effective Date and continuing for one (1) year following the Effective Date through the later of expiration or termination of Support Services (“Warranty Period”). Contractor shall institute quality controls, including suitable testing procedures if any, to ensure that the Licensed Software, Hardware, Services, including Implementation Services, Hosting Services, Support Services, and Deliverables comply with the terms of this Agreement. Upon County’s reasonable request, County shall have the right to review Contractor’s quality controls in order to verify and/or improve the quality of the Licensed Software, Services and Deliverables. The extent of Contractor’s obligations under the foregoing warranty will be limited to correcting or replacing defective Programs and User Guides, so as to satisfy such warranties, provided that, if Contractor fails to do so, at County’s election, County may terminate this Agreement, and thereafter County will have no further obligations to make any payments under this Agreement and the parties will have no further rights or obligations under this Agreement except as set forth in Section 27.8 below. Notwithstanding anything to the contrary contained in this Agreement, the foregoing warranty will not apply to malfunctions not promptly reported by County during the Warranty Period or from: (i) unapproved alteration or modification of the Programs or any component thereof by County or others (any update provided by Contractor is considered for this section an approved alteration or modification of the</p>

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			<u>Programs), or (ii) use of the Programs in conjunction with software obtained from another source not indicated by Contractor to be compatible with the Programs.</u>
17.1.4	Non-infringement The Licensed Software (excluding the Integral Third-Party Software), Services and the Deliverables do not contain defamatory or indecent matter, and County's permitted use of the Licensed Software (excluding the Integral Third-Party Software), Hardware, Services, including Implementation Services, Hosting Services, Support Services, and the Deliverables, do not and will not infringe any patents, trademarks, copyrights, and other intellectual property rights of any third party. To the best of Contractor's knowledge as of the Effective Date, the Hosting Software, Third-Party Products, and Integral Third-Party Software do not contain defamatory or indecent matter, and County's permitted use of the Hosting Software, Third-Party Products, and Integral Third-Party Software do not infringe any patents, trademarks, copyrights and other intellectual property rights of any third party;	Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No" If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes." "Deliverables" and "Hardware" are not applicable for Contractor under this provision.	Non-infringement The Licensed Software (excluding the Integral Third-Party Software), and Services and the Deliverables do not contain defamatory or indecent matter, and County's permitted use of the Licensed Software (excluding the Integral Third-Party Software), Hardware , Services, including Implementation Services, Hosting Services, and Support Services, and the Deliverables , do not and will not infringe any patents, trademarks, copyrights, and other intellectual property rights of any third party. To the best of Contractor's knowledge as of the Effective Date, the Hosting Software, Third-Party Products, and Integral Third-Party Software do not contain defamatory or indecent matter, and County's permitted use of the Hosting Software, Third-Party Products, and Integral Third-Party Software do not infringe any patents, trademarks, copyrights and other intellectual property rights of any third party;
17.1.5	No Pending or Threatened Litigation As of the Effective Date, there is no pending or threatened litigation that would have a material adverse impact on Contractor's performance under the Agreement. In addition, Contractor also represents and warrants that based on pending actions, claims, disputes, or other information Contractor has no knowledge of a failure of the Licensed Software to perform in accordance with the Contractor Specifications;	Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No" If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes." 	No Pending or Threatened Litigation As of the Effective Date, there is no pending or threatened litigation that would have a material adverse impact on Contractor's performance under the Agreement. In addition, Contractor also represents and warrants that based on pending actions, claims, disputes, or other information Contractor has no knowledge of a failure of the Licensed Software to perform in accordance with the Contractor Specifications;

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17.1.6	Documentation; Material Diminution In Features The Documentation shall be complete and accurate so as to enable a reasonably skilled County user to effectively use all of its features and functions without assistance from Contractor and, on each date on which Contractor delivers it to County, the Documentation is Contractor’s most current version thereof; provided that, without the prior written approval of County, in no event shall any Documentation reflect a material diminution in the form, features, or functionality of the Licensed Software from that originally licensed under this Agreement, and, accordingly, Contractor shall not change the form, features, or functionality in any material adverse manner from that originally licensed under this Agreement;	Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No” <hr/> If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.” <hr/>	Documentation; Material Diminution In Features The Documentation shall be complete and accurate so as to enable a reasonably skilled County user to effectively use all of its features and functions without assistance from Contractor and, on each date on which Contractor delivers it to County, the Documentation is Contractor’s most current version thereof; provided that, without the prior written approval of County, in no event shall any Documentation reflect a material diminution in the form, features, or functionality of the Licensed Software from that originally licensed under this Agreement, and, accordingly, Contractor shall not change the form, features, or functionality in any material adverse manner from that originally licensed under this Agreement;
17.1.7	Assignment of Warranties To the extent permissible under the applicable third party agreements, Contractor hereby assigns and agrees to deliver to County all representations and warranties received by Contractor from its third party licensors and suppliers, including Hardware vendors;	Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No” <hr/> If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.” <hr/>	Assignment of Warranties To the extent permissible under the applicable third party agreements, Contractor hereby assigns and agrees to deliver to County all representations and warranties received by Contractor from its third party licensors and suppliers, including Hardware vendors;
17.1.8	Destructive/disabling Mechanisms The Licensed Software, Hardware, Services, including Implementation Services, Hosting Services, Support	Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”	Destructive/disabling Mechanisms The Licensed Software, Hardware , Services, including Implementation Services, Hosting Services, Support

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	Services, and/or Deliverables do not contain, and Contractor shall not insert into the Licensed Software or any Deliverables or Services, including Implementation Services, Hosting Services, Support Services, any Destructive Mechanisms. 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, in no event shall Contractor, Contractor Personnel or anyone acting on its behalf, disable or interfere, in whole or in part, with County's use of the Licensed Software or any software, hardware, systems or data owned, utilized, or held by County without the written permission of a corporate officer of County, 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 Section 17.1.8 (Destructive/Disabling Mechanisms) could cause substantial harm to County and to numerous third parties having business relationships with County. No limitation of liability, whether contractual or statutory, will apply to a breach of this Section 17.1.8 (Destructive/Disabling Mechanisms);	<p>-----</p> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Contractor will disable its Programs upon termination or expiration of the Agreement. Also, this provision cannot have uncapped liability.</p>	Services, and/or Deliverables do not contain, and Contractor shall not insert into the Licensed Software or any Deliverables or Services, including Implementation Services, Hosting Services, Support Services, any Destructive Mechanisms. 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, <u>or upon termination or expiration of the Agreement</u> , in no event shall Contractor, Contractor Personnel or anyone acting on its behalf, disable or interfere, in whole or in part, with County's use of the Licensed Software or any software, hardware, systems or data owned, utilized, or held by County without the written permission of a corporate officer of County, 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 Section 17.1.8 (Destructive/Disabling Mechanisms) could cause substantial harm to County and to numerous third parties having business relationships with County. No limitation of liability, whether contractual or statutory, will apply to a breach of this Section 17.1.8 (Destructive/Disabling Mechanisms);
17.1.9	<p>System Configuration Warranty</p> <p>Contractor has had the opportunity to assess County's existing information systems, including, but not limited to, its computer platform(s), operating system(s), applications, interface engine, network infrastructure, connectivity, and workstation configurations relating to installation, implementation, and use of the Licensed Software (hereinafter collectively referred to as the “Existing System”). Contractor has also had the opportunity to inquire of County's staff regarding the operation of the Existing System and its components and to review relevant documentation regarding the Existing System. Contractor represents and warrants that the Existing System, together</p>	<p>Do you accept this provision?</p> <p><input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <p>-----</p> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>The workstation requirements for the Contractor's system are very</p>	<p>System Configuration Warranty</p> <p>Contractor has had the opportunity to assess County's existing information systems, including, but not limited to, its computer platform(s), operating system(s), applications, interface engine, network infrastructure, connectivity, and workstation configurations relating to installation, implementation, and use of the Licensed Software (hereinafter collectively referred to as the “Existing System”). Contractor has also had the opportunity to inquire of County's staff regarding the operation of the Existing System and its components and to review relevant documentation regarding the Existing System. Contractor represents and warrants that the Existing System, together</p>

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	with the Licensed Software and any Hardware purchased hereunder, together with Contractor’s Recommended Configuration, is sufficient in size, capacity, and processing capability to operate the Licensed Software for the use of County during the Support Term of the Agreement. If equipment, applications, Interfaces, network infrastructure, connectivity or operating systems, in addition to those in the Existing System or Recommended Configuration as of the Effective Date, are required as a result of a Revision or otherwise to support or operate the Licensed Software as required by this Agreement, Contractor shall pay all costs associated with the acquisition and installation of such equipment, applications, Interfaces, network infrastructure, connectivity or operating systems. In no event shall any modification to the Recommended Configuration take place without Contractor providing at least ninety (90) calendar days written notice to County of the specific modifications together with a work plan;	basic (https://www.stratadecision.com/techrequirements/) If, for example, County uses Excel 2007 and at some point Contractor needs to stop supporting that version but County has not yet upgraded then Contractor will not be responsible for the cost to upgrade County to a new version of Excel.	with the Licensed Software and any Hardware purchased hereunder, together with Contractor’s Recommended Configuration, is sufficient in size, capacity, and processing capability to operate the Licensed Software for the use of County during the Support Term of the Agreement. If equipment, applications, Interfaces, network infrastructure, connectivity or operating systems, in addition to those in the Existing System or Recommended Configuration as of the Effective Date, are required as a result of a Revision or otherwise to support or operate the Licensed Software as required by this Agreement, County Contractor shall pay all costs associated with the acquisition and installation of such equipment, applications, Interfaces, network infrastructure, connectivity or operating systems. In no event shall any modification to the Recommended Configuration take place without Contractor providing at least ninety (90) calendar days written notice to County of the specific modifications together with a work plan;
17.1.10	Resource Requirement Warranty Contractor has the requisite capabilities, professional skills, business process and information technology knowledge, software implementation and project management expertise, integration capabilities, and skilled resources required to: (a) provide fully integrated management of all Implementation Services and related interdependencies across all work groups, solutions, and work efforts; (b) determine and specify the resource requirements for implementation of the Licensed Software in accordance with the Specifications, and (c) implement the Licensed Software provided under this Agreement.	Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No” ----- If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.” _____	Resource Requirement Warranty Contractor has the requisite capabilities, professional skills, business process and information technology knowledge, software implementation and project management expertise, integration capabilities, and skilled resources required to: (a) provide fully integrated management of all Implementation Services and related interdependencies across all work groups, solutions, and work efforts; (b) determine and specify the resource requirements for implementation of the Licensed Software in accordance with the Specifications, and (c) implement the Licensed Software provided under this Agreement.
17.1.10 Paragraph 2	Further, Contractor represents and warrants that the resources (including Contractor and County resources) it	Do you accept this provision?	Further, Contractor represents and warrants that the resources (including Contractor and County resources) it

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	<p>will identify in a Statement of Work as being required to implement the Licensed Software as provided above will be sufficient to complete all functions, responsibilities, tasks, subtasks, Deliverables, goods, and other Services included in the Statement of Work (including all attachments and incorporated documents) in accordance with the Specifications, including, but not limited to the Statement of Work, project plan, and project schedule. To the extent additional resources are subsequently identified as being required to complete all functions, responsibilities, tasks, subtasks, Deliverables, goods, and other services included in the Statement of Work (including all attachments and incorporated documents) in accordance with the Specifications, including, but not limited to the Statement of Work, project plan and project schedule and provided such additional resources are not caused by an increase in the scope of the Statement of Work agreed to in writing or the actions or inaction of County or its employees or agents, then Contractor agrees to provide the additional resources and subject matter expertise at no additional charge to County. Such additional resources shall be provided as part of the fixed fee and deemed included in the scope of the Statement of Work and Contractor shall continue to perform all Services under the Statement of Work in accordance with the Specifications, including the project schedule set forth therein, and in a professional manner consistent with Contractor's Best Practices for such Services. In addition, to the extent County seeks resources with regards to the CADS System that are not required to be provided by Contractor under this Agreement, Contractor shall cooperate with County in identifying industry resources of which it is aware with the needed skills, knowledge, and/or experience;</p>	<p><input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>If any additional services beyond what is set forth in the Project Assumptions, County may purchase such services via an engagement letter that will be signed by both Parties.</p>	<p>will identify in the Project Assumptions<u>a Statement of Work</u> as being required to implement the Licensed Software as provided above will be sufficient to complete all functions, responsibilities, tasks, subtasks, Deliverables, goods, and other Services included in the Project Assumptions<u>Statement of Work</u> (including all attachments and incorporated documents) in accordance with the Specifications, including, but not limited to the Statement of Work, project plan, and project schedule. To the extent additional resources are subsequently identified by the Parties<u>as</u> being required to complete all functions, responsibilities, tasks, subtasks, Deliverables, goods, and other services included in the Project Assumptions<u>Statement of Work</u> (including all attachments and incorporated documents) in accordance with the Specifications, including, but not limited to the Statement of Work, project plan and project schedule and provided such additional resources are not caused by an increase in the scope of the Statement of Work agreed to in writing or the actions or inaction of County or its employees or agents, then Contractor<u>County shall purchase</u>agrees to provide the additional <u>services via an engagement letter which shall be executed by both Parties</u>resources and subject matter expertise at no additional charge to County. Such additional resources shall be provided as part of the fixed fee and deemed included in the scope of the Statement of Work and Contractor shall continue to perform all Services under the <u>Project Assumptions</u><u>Statement of Work</u> in accordance with the Specifications, including the project schedule set forth therein, and in a professional manner consistent with Contractor's Best Practices for such Services. In addition, to the extent County seeks resources with regards to the CADS System that are not required to be provided by Contractor under this Agreement, Contractor shall cooperate with County in identifying industry resources of which it is aware with the needed skills, knowledge, and/or experience;</p>

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17.1.11	<p>Legal and Accreditation/certification Requirements</p> <p>The Licensed Software, Services, and Deliverables currently comply with the Privacy and Security Laws (as defined in Section 19.10 (Compliance With Federal And State Confidentiality Requirements) below); all existing federal, State, and local laws; and the accreditation/certification requirements of the Joint Commission, Office of National Coordinator (ONC), and delegated accreditation/certification organizations, (collectively referred to as “Legal Requirements”), including the Health Insurance Portability & Accountability Act of 1996 (HIPAA). Further, Contractor represents and warrants that it shall provide County with the functionality necessary for County to comply with all new, amended, or otherwise modified Legal Requirements, applicable to the Licensed Software, Services, and Deliverables at no additional charge to County. Furthermore, Contractor represents and warrants that it shall comply with all applicable laws, regulations, and rules that may be in effect during the Support Term of this Agreement as they concern the subject matter of this Agreement. In the event the Licensed Software, Services, and/or Deliverables fails to perform as warranted under this Section 17.1.11 (Legal and Accreditation/Certification Requirements), Contractor shall, upon notice initiate commercially reasonable efforts to correct Errors, provide functionality, or bring the Licensed Software, Services, and/or Deliverables into compliance with the warranty as set forth in this Agreement at no additional charge to County;</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Contractor will comply with laws that are <u>applicable</u> to its Programs.</p>	<p>Legal and Accreditation/certification Requirements</p> <p>The Licensed Software, and <u>Services, and Deliverables</u> currently comply with the <u>applicable</u> Privacy and Security Laws (as defined in Section 19.10 (Compliance With Federal And State Confidentiality Requirements) below); all existing <u>applicable</u> federal, State, and local laws; and the accreditation/certification requirements of the Joint Commission, Office of National Coordinator (ONC), and delegated accreditation/certification organizations, (collectively referred to as “Legal Requirements”), including the Health Insurance Portability & Accountability Act of 1996 (HIPAA). Further, Contractor represents and warrants that it shall provide County with the functionality necessary for County to comply with all new, amended, or otherwise modified Legal Requirements, applicable to the Licensed Software, Services, and Deliverables at no additional charge to County. Furthermore, Contractor represents and warrants that it shall comply with all applicable laws, regulations, and rules that may be in effect during the Support Term of this Agreement as they concern the subject matter of this Agreement. In the event the Licensed Software, Services, and/or Deliverables fails to perform as warranted under this Section 17.1.11 (Legal and Accreditation/Certification Requirements), Contractor shall, upon notice initiate commercially reasonable efforts to correct Errors, provide functionality, or bring the Licensed Software, Services, and/or Deliverables into compliance with the warranty as set forth in this Agreement at no additional charge to County;</p>
17.1.12 (a)	<p>Background Checks</p> <p>All Contractor staff performing work under this Agreement shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this Agreement. County shall use its discretion in determining the method of background clearance to be used, which may include, but is not limited to, fingerprinting. The fees associated with</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your</p>	<p>Background Checks</p> <p><u>Contractor conducts criminal background checks and screens on the Contractor Personnel upon the start of employment with the Contractor. These background checks include the following: (1) Positive Identification Check– Social Security Number Trace, Maiden & Alias Name Search; (2) Criminal Record Search –Statewide and Nationwide Level (past 7 years); and (3) Sex Offender</u></p>

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	obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation. County shall perform the background check and bill Contractor for the cost or deduct such amount from funds owed by County to Contractor.	<p>proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor has inserted its background check procedure.</p>	<p>Registry Search. All Contractor staff performing work under this Agreement shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this Agreement. County shall use its discretion in determining the method of background clearance to be used, which may include, but is not limited to, fingerprinting. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation. County shall perform the background check and bill Contractor for the cost or deduct such amount from funds owed by County to Contractor.</p>
17.1.12 (b)	County may request that the Contractor's staff be immediately removed from working at any County facility at any time during the term of this Agreement. County will not provide to Contractor nor to the Contractor's staff any information obtained through County conducted background clearance.	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor requests that County notify the Contractor in writing prior to requesting the removal of Contractor's staff. Also, Contractor's staff will only be subject to Contractor's background check.</p>	<p><u>Upon written notice to Contractor,</u> County may request that the Contractor's staff be immediately removed from working at any County facility at any time during the term of this Agreement. County will not provide to Contractor nor to the Contractor's staff any information obtained through County conducted background clearance.</p>
17.1.12 (c)	County may immediately, at the sole discretion of County, deny or terminate facility access to any of Contractor's	Do you accept this provision?	County may immediately, at the sole discretion of County, deny or terminate facility access to any of Contractor's

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	staff that does not pass such investigation(s) to the satisfaction of County or whose background or conduct is incompatible with County facility access.	<input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No" <hr/> <p align="center">If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p align="center">Contractor's staff is only subject to Contractor's background check.</p>	staff that does not pass <u>Contractor's background checks</u> such investigation(s) to the satisfaction of County or whose background or conduct is incompatible with County facility access.
17.1.12 (d)	Disqualification, if any, of the Contractor's staff, pursuant to this Section 17.1.12 (Background Checks), shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement;	<p align="center">Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p align="center">If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Disqualification, if any, of the Contractor's staff, pursuant to this Section 17.1.12 (Background Checks), shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement;
17.1.13	<p>Known Performance Issues</p> <p>As of the Effective Date, there is no existing pattern or repetition of customer complaints regarding the Licensed Software, Deliverables, or Services, including functionality or performance issues, and that Contractor's engineers have not currently identified any repeating adverse impact</p>	<p align="center">Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p align="center">If "No," state clearly your objection(s) to the specific</p>	<p>Known Performance Issues</p> <p>As of the Effective Date, there is no existing pattern or repetition of customer complaints regarding the Licensed Software, Deliverables, or Services, including functionality or performance issues, and that Contractor's engineers have not currently identified any repeating adverse impact</p>

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	on the Licensed Software, Deliverables, or Services, including functionality or performance, for which the root cause is believed to be a flaw or defect in the Licensed Software, Deliverables or Services. The foregoing warranty shall not extend to any specifications provided by County;	<p>concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>“Deliverables” are not applicable to this provision.</p>	on the Licensed Software, Deliverables , or Services, including functionality or performance, for which the root cause is believed to be a flaw or defect in the Licensed Software, Deliverables or Services. The foregoing warranty shall not extend to any specifications provided by County;
17.1.14	<p>No Offshore Work</p> <p>All Services shall be performed and rendered within the continental United States. In particular, Contractor warrants that it will not transmit or make available any County Confidential Information, County intellectual property or any County Property to any entity or individual outside the continental United States;</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p>	<p>No Offshore Work</p> <p>All Services shall be performed and rendered within the continental United States. In particular, Contractor warrants that it will not transmit or make available any County Confidential Information, County intellectual property or any County Property to any entity or individual outside the continental United States;</p>
17.1.15	<p>Integration Warranty</p> <p>The Licensed Software components are capable of interconnecting and/or Interfacing with each other, the Third-Party Products and hardware identified in Exhibit M (Interfaces), and County Systems, either through integration or, as applicable, industry standard Interface protocols, and when taken together, the Licensed Software components, Third-Party Products and hardware identified in Exhibit L (Interfaces), and County Systems will be capable of delivering the functionality needed by County to</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p>	<p>Integration Warranty</p> <p>The Licensed Software components are capable of interconnecting and/or Interfacing with each other, the Third-Party Products and hardware identified in Exhibit M (Interfaces), and County Systems, either through integration or, as applicable, industry standard Interface protocols, and when taken together, the Licensed Software components, Third-Party Products and hardware identified in Exhibit L (Interfaces), and County Systems will be capable of delivering the functionality needed by County to</p>

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	meet its information systems requirements as set forth in this Agreement and the Specifications. As to County Systems (which utilize then-current industry standard Interface protocols) acquired after the Effective Date, the Licensed Software shall be capable of Interfacing with such County Systems using then-current industry standard Interface protocols. The Licensed Software must be Interoperable at the time it is provided to County and at all times thereafter during the Support Term;	This is not applicable. LA County already has a warranty which specify that the Programs operate in accordance with the User Guides and such User Guides stipulate integration capabilities.	meet its information systems requirements as set forth in this Agreement and the Specifications. As to County Systems (which utilize then-current industry standard Interface protocols) acquired after the Effective Date, the Licensed Software shall be capable of Interfacing with such County Systems using then-current industry standard Interface protocols. The Licensed Software must be Interoperable at the time it is provided to County and at all times thereafter during the Support Term; <u>INTENTIONALLY DELETED</u>
17.1.16	HIPAA Transaction and Code Set Standards Warranty Contractor represents and warrants that the Licensed Software will enable County to comply with the transaction standards of HIPAA, Medicare Part D, and related transaction and code set standards as to the functions provided by the Licensed Software. Maintaining compliance with HIPAA is deemed to be a Legal Requirement for purposes of Section 17.1.11 (Legal and Accreditation/Certification Requirements). Further, Contractor represents and warrants that, as of the Effective Date:	Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No" ----- If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes." Contractor requires the opportunity to evaluate the County's system prior to determining if Contractor's Programs will comply with these standards.	HIPAA Transaction and Code Set Standards Warranty Contractor represents and warrants that, <u>once Contractor has had the opportunity to evaluate County's system</u> , the Licensed Software will enable County to comply with the transaction standards of HIPAA, Medicare Part D, and related transaction and code set standards as to the functions provided by the Licensed Software. Maintaining compliance with HIPAA is deemed to be a Legal Requirement for purposes of Section 17.1.11 (Legal and Accreditation/Certification Requirements). Further, Contractor represents and warrants that, as of the Effective Date:
17.1.16 (a)	The Licensed Software complies with (i) Version 5010 of the Accredited Standards Committee (ASC) X12 standards for HIPAA transactions, (ii) Version D.0 of the National Council for Prescription Drug Program (NCPDP) standards for pharmacy and supplier transactions, and (iii) Version	Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No" ----- If "No," state clearly your objection(s) to the specific	The Licensed Software complies with (i) Version 5010 of the Accredited Standards Committee (ASC) X12 standards for HIPAA transactions, (ii) Version D.0 of the National Council for Prescription Drug Program (NCPDP) standards for pharmacy and supplier transactions, and (iii) Version

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	3.0 of the NCPDP standard for Medicaid pharmacy subrogation.	<p>concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This provision is not applicable to Contractor’s software.</p>	3.0 of the NCPDP standard for Medicaid pharmacy subrogation.
17.1.16 (b)	The Licensed Software will enable County to comply with the DSM-5 (Diagnostic and Statistical Manual of Mental Disorders, 5 th Edition) and the ICD-10 (International Classification of Diseases, 10th Revision) code set standards for coding diagnoses and procedures and the ASAM (American Society of Addiction Medicine) criteria for patient assessment upon the compliance date and/or adoption date for the code set versions to be used under HIPAA Transaction and Code Set standards and other relevant standards and maintained for version updates as each may be updated or amended from time to time;	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p>	The Licensed Software will enable County to comply with the DSM-5 (Diagnostic and Statistical Manual of Mental Disorders, 5 th Edition) and the ICD-10 (International Classification of Diseases, 10th Revision) code set standards for coding diagnoses and procedures and the ASAM (American Society of Addiction Medicine) criteria for patient assessment upon the compliance date and/or adoption date for the code set versions to be used under HIPAA Transaction and Code Set standards and other relevant standards and maintained for version updates as each may be updated or amended from time to time;
17.1.17 (a)	<p>Excluded Provider Warranty</p> <p>Contractor hereby warrants that neither it nor any of its Subcontractors’ owners, officers, partners, directors, other principals, employees or independent contractors is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, (which includes Medicare, Medi-Cal and Healthy Families) and that Contractor will notify Director within ten (10) calendar days in writing of: (1) any event that would require</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p>	<p>Excluded Provider Warranty</p> <p>Contractor hereby warrants that neither it nor any of its Subcontractors’ owners, officers, partners, directors, other principals, employees or independent contractors is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, (which includes Medicare, Medi-Cal and Healthy Families) and that Contractor will notify Director within ten (10) calendar days in writing of: (1) any event that would require</p>

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	Contractor or any of the aforementioned parties' mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary or suspension action taken by any agency of the Federal or State governments against any of the aforementioned parties' barring these parties from participating in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.		Contractor or any of the aforementioned parties' mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary or suspension action taken by any agency of the Federal or State governments against any of the aforementioned parties' barring these parties from participating in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.
17.1.17 (b)	Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any exclusion or suspension of Contractor or its Subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors from such participation in a Federally funded health care program.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any exclusion or suspension of Contractor or its Subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors from such participation in a Federally funded health care program.
17.1.17 (c)	Failure by Contractor to meet the requirements of this Sub-paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Failure by Contractor to meet the requirements of this Sub-paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

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17.1.18 (a)	Warranty Against Contingent Fees Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.	Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No" ----- If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes." 	Warranty Against Contingent Fees Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
17.1.18 (b)	For breach of this warranty, County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee;	Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No" ----- If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes." 	For breach of this warranty, County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee;
17.1.19	No Agreement Subordination	Do you accept this provision?	No Agreement Subordination

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	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 Licensed Software (or any part thereof) in accordance with this Agreement;	<input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No" <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor will perform the obligations and services under this Agreement directly.</p>	[INTENTIONALLY DELETED.]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 Licensed Software (or any part thereof) in accordance with this Agreement;
17.1.20	Agreement Not Subject to Any Liens This Agreement and the Licensed Software 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;	Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No" <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Agreement Not Subject to Any Liens This Agreement and the Licensed Software 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;
17.1.21	Use of Licensed Software Without Interruption County is entitled to use the Licensed Software, together with the Existing System, any Hardware purchased	Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No" <hr/>	Use of Licensed Software Without Interruption County is entitled <u>has the right</u> to use the Licensed Software, together with the Existing System, any Hardware purchased hereunder, and Contractor's Recommended

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	hereunder, and Contractor's Recommended Configuration, without interruption;	<p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <p>We are not sure what is meant by this statement. The system will have scheduled maintenance so that could be interpreted as an interruption.</p>	Configuration, <u>subject to the terms of this Agreement, without interruption;</u>
17.1.22	<p>Information Furnished to County</p> <p>As of the date furnished, no statement contained in writing in the Proposal contains any untrue statements about the prior experience or corporate description of Contractor, or omits any fact necessary to make such statement not misleading; and</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p>	<p>Information Furnished to County</p> <p>As of the date furnished, no statement contained in writing in the Proposal contains any untrue statements about the prior experience or corporate description of Contractor, or omits any fact necessary to make such statement not misleading; and</p>
17.1.23	<p>Accuracy of Responses to Contractor Diligence and Information Security Questionnaire</p> <p>Contractor represents and warrants all responses to County's Contractor Diligence and Information Security Questionnaire, attached as Exhibit U (Contractor Diligence and Information Security Questionnaire), are true and correct and shall remain true and correct during the term</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your</p>	<p>Accuracy of Responses to Contractor Diligence and Information Security Questionnaire</p> <p>Contractor represents and warrants all responses to County's Contractor Diligence and Information Security Questionnaire, attached as Exhibit U (Contractor Diligence and Information Security Questionnaire), are true and correct and shall remain true and correct during the term</p>

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	of this Agreement. In the event any Contractor response to the Contractor Diligence and Information Security Questionnaire is no longer true and correct, Contractor must, within three (3) business days of learning of such change in circumstance, notify County in writing of the specific response at issue and the details relating to the change in circumstance.	proposed revision in the adjacent column using “track changes.”	of this Agreement. In the event any Contractor response to the Contractor Diligence and Information Security Questionnaire is no longer true and correct, Contractor must, within three (3) business days of learning of such change in circumstance, notify County in writing of the specific response at issue and the details relating to the change in circumstance.
17.2	Remedies County’s remedies under this Agreement for the breach of the 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 Licensed Software, the specific remedies set forth in Exhibit E (Service Levels and Performance Standards), and other corrective measures afforded to County by Contractor under such Exhibit E (Service Levels and Performance Standards) and this Agreement.	Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No” If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”	Remedies County’s remedies under this Agreement for the breach of the 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 Licensed Software, the specific remedies set forth in Exhibit E (Service Levels and Performance Standards), and other corrective measures afforded to County by Contractor under such Exhibit E (Service Levels and Performance Standards) and this Agreement.
17.3	Breach of Warranty Obligations Failure by Contractor to timely perform its obligations set forth in this Section 17 (Representations and Warranties) shall constitute a material breach, upon which, in addition to County’s other rights and remedies set forth herein, County may terminate this Agreement, after written notice to Contractor and provision of a cure period in accordance with Section 27.2 (Termination for Material Breach).	Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No” If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”	Breach of Warranty Obligations Failure by Contractor to timely perform its obligations set forth in this Section 17 (Representations and Warranties) shall constitute a material breach, upon which, in addition to County’s other rights and remedies set forth herein, County may terminate this Agreement, after written notice to Contractor and provision of a cure period in accordance with Section 27.2 (Termination for Material Breach).

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
17.4	Representations and Warranties Throughout Agreement It is understood and agreed by the Parties that Contractor’s representations and warranties are set forth throughout this Agreement and are not confined to this Section 17 (Representations and Warranties).	Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No” <hr/> If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.” <hr/>	Representations and Warranties Throughout Agreement It is understood and agreed by the Parties that Contractor’s representations and warranties are set forth throughout this Agreement and are not confined to this Section 17 (Representations and Warranties).
17.5	Disclaimer of Other Warranties EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF INFORMATION, OR TITLE/NON-INFRINGEMENT, AND ALL SUCH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED.	Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No” <hr/> If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.” <hr/>	Disclaimer of Other Warranties EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF INFORMATION, OR TITLE/NON-INFRINGEMENT, AND ALL SUCH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED.
17.5		Contractor has added its standard limitation of liability provision.	<u>EXCEPT AS SET FORTH IN SECTION 8 BELOW, CONTRACTOR’S TOTAL LIABILITY, IF ANY, INCLUDING BUT NOT LIMITED TO LIABILITY ARISING OUT OF CONTRACT,</u>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
			<u>TORT, BREACH OF WARRANTY, INFRINGEMENT, PERSONAL INJURY, DAMAGE TO REAL PROPERTY OR PERSONAL PROPERTY OR OTHERWISE, SHALL NOT IN ANY EVENT EXCEED THE ANNUAL SUBSCRIPTION FEES PAID BY COUNTY TO CONTRACTOR IN THE YEAR GIVING RISE TO THE CLAIM. CONTRACTOR WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR LOSS OR INACCURACY OF DATA, LOSS OF PROFITS OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, THE COSTS OF ANY SUBSTITUTE PROCUREMENT) WHETHER OR NOT FORESEEABLE AND EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.</u>
17.6		Contractor has added its standard language re: third party products.	<u>Third Party Products. For certain product offerings, Contractor may offer third party products or services or integrate third party products or services into Contractor modules. Contractor will use commercially reasonable efforts to ensure that County receives the benefit of any applicable third party warranties, however, Contractor does not warrant and hereby disclaims any liability caused directly by any third party providers.</u>
SECTION 18. (INTELLECTUAL PROPERTY)			
18.1	Work Product “Work Product” expressly excludes Licensed Software (the license to which is provided in Section 3.1 (License Grant)), and Third-Party Products (the license to which is provided in Section 7 (Third-Party Products and Third-Party Intellectual Property) and shall mean:	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <p>-----</p> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <p>-----</p> <p>“Work Product” is not applicable under this Agreement since this is a software-as-a-service engagement.</p>	Work Product [INTENTIONALLY DELETED.]“Work Product” expressly excludes Licensed Software (the license to which is provided in Section 3.1 (License Grant)), and Third-Party Products (the license to which is provided in Section 7 (Third-Party Products and Third-Party Intellectual Property) and shall mean:

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
18.1 (1)	All Deliverables and all concepts, inventions (whether or not protected under patent laws), works of authorship, information, new or useful art, combinations, discoveries, formulae, algorithms, specifications, manufacturing techniques, technical developments, systems, computer architecture, artwork, scripts, designs, procedures, processes, and methods of doing business, regardless of form or media, Documentation, training materials, and shall include any derivatives or modifications to any of the foregoing (collectively “Class 1 Work Product”); and	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <p>-----</p> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <p>-----</p> <p>“Work Product” is not applicable under this Agreement since this is a software-as-a-service engagement.</p>	All Deliverables and all concepts, inventions (whether or not protected under patent laws), works of authorship, information, new or useful art, combinations, discoveries, formulae, algorithms, specifications, manufacturing techniques, technical developments, systems, computer architecture, artwork, scripts, designs, procedures, processes, and methods of doing business, regardless of form or media, Documentation, training materials, and shall include any derivatives or modifications to any of the foregoing (collectively “Class 1 Work Product”); and
18.1 (2)	County Project management documents and reports, including the Project Schedule, status reports, project work plans, and risk reports (“Class 2 Work Product”), developed or produced by Contractor under this Agreement, whether acting alone or in conjunction with County or its employees, users, affiliates or others.	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <p>-----</p> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <p>-----</p> <p>“Work Product” is not applicable under this Agreement since this is a software-as-a-service engagement.</p>	County Project management documents and reports, including the Project Schedule, status reports, project work plans, and risk reports (“Class 2 Work Product”), developed or produced by Contractor under this Agreement, whether acting alone or in conjunction with County or its employees, users, affiliates or others.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
18.2	<p>Ownership</p> <p>All Work Product is the sole and exclusive property of Contractor. Contractor retains all rights, title and interest, including intellectual property rights and all other rights, in the Work Product. Contractor may use such Work Product for internal purposes as well as for other clients so long as Contractor does not use any Confidential Information belonging to County or otherwise breach this Agreement. However, to the extent Class 1 Work Product constitutes or is incorporated into any Deliverables or Services or needed for the use of the Deliverables or Services, Contractor hereby grants to County a perpetual, irrevocable, fully paid up, royalty free, transferable (as provided in Section 29.15.2 (Assignment by County)), sub-licensable, worldwide, non-exclusive right and license to use, prepare derivative works, and otherwise fully exploit in connection with County's business, the Class 1 Work Product (and derivative works thereof created by County), provided that the Work Product (and/or derivative works thereof) is used in a manner that does not violate its license rights under this Agreement and is not commercially exploited.</p>	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>"Work Product" is not applicable under this Agreement since this is a software-as-a-service engagement. Contractor inserted its standard IP language.</p>	<p>Ownership</p> <p><u>It is agreed and understood by County that the Proprietary Assets are the sole property of Contractor; provided however that all Input Data, in all file formats, will be the sole and exclusive property of County.</u>All Work Product is the sole and exclusive property of Contractor. Contractor retains all rights, title and interest, including intellectual property rights and all other rights, in the Work Product. Contractor may use such Work Product for internal purposes as well as for other clients so long as Contractor does not use any Confidential Information belonging to County or otherwise breach this Agreement. However, to the extent Class 1 Work Product constitutes or is incorporated into any Deliverables or Services or needed for the use of the Deliverables or Services, Contractor hereby grants to County a perpetual, irrevocable, fully paid up, royalty free, transferable (as provided in Section 29.15.2 (Assignment by County)), sub-licensable, worldwide, non-exclusive right and license to use, prepare derivative works, and otherwise fully exploit in connection with County's business, the Class 1 Work Product (and derivative works thereof created by County), provided that the Work Product (and/or derivative works thereof) is used in a manner that does not violate its license rights under this Agreement and is not commercially exploited.</p>
18.2 Paragraph 2	<p>As to Class 2 Work Product, Contractor hereby grants to County a perpetual, irrevocable, fully paid up, royalty free, transferable, sub-licensable, worldwide, non-exclusive right and license to use, prepare derivative works, and otherwise fully exploit in connection with County's business, the Class 2 Work Product (and derivative works thereof created by County).</p>	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your</p>	<p>As to Class 2 Work Product, Contractor hereby grants to County a perpetual, irrevocable, fully paid up, royalty free, transferable, sub-licensable, worldwide, non-exclusive right and license to use, prepare derivative works, and otherwise fully exploit in connection with County's business, the Class 2 Work Product (and derivative works thereof created by County).</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		<p>proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>“Work Product” is not applicable under this Agreement since this is a software-as-a-service engagement.</p>	
18.3	<p>Use of County Property</p> <p>County may, but is not required to (unless otherwise set forth in this Agreement or an applicable Statement of Work), provide certain hardware, owned software, data, databases, office space, security access, intellectual property, technologies or other services and materials to Contractor for the sole purpose of assisting Contractor in the performance of the Services contemplated by this Agreement (“County Property”). County hereby grants Contractor a non-exclusive, non-transferable license to use the County Property solely for County’s benefit in connection with Contractor’s performance of the Services. County may terminate the foregoing license at any time, without cause, on written notice to Contractor. Unless specifically authorized otherwise in the Statement of Work, Contractor shall use the County Property only in the form provided by County, without modification. In addition, Contractor will maintain and use County Property in accordance with any written instructions and/or specifications provided by County. County Property shall be considered Confidential Information of County. Except for the limited license provided in this Section 18.3 (Use of County Property), nothing contained in this Agreement shall be construed as granting Contractor any right, title, or interest in or to any of the County Property.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p>	<p>Use of County Property</p> <p>County may, but is not required to (unless otherwise set forth in this Agreement or an applicable Statement of Work), provide certain hardware, owned software, data, databases, office space, security access, intellectual property, technologies or other services and materials to Contractor for the sole purpose of assisting Contractor in the performance of the Services contemplated by this Agreement (“County Property”). County hereby grants Contractor a non-exclusive, non-transferable license to use the County Property solely for County’s benefit in connection with Contractor’s performance of the Services. County may terminate the foregoing license at any time, without cause, on written notice to Contractor. Unless specifically authorized otherwise in the Statement of Work, Contractor shall use the County Property only in the form provided by County, without modification. In addition, Contractor will maintain and use County Property in accordance with any written instructions and/or specifications provided by County. County Property shall be considered Confidential Information of County. Except for the limited license provided in this Section 18.3 (Use of County Property), nothing contained in this Agreement shall be construed as granting Contractor any right, title, or interest in or to any of the County Property.</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
18.4	County Licensed Software In the event County provides Contractor with access to or use of software licensed by County from third-parties, Contractor shall be responsible for (a) complying with all applicable third-party license agreements (disclosed to Contractor or Contractor Personnel in writing or by other means generally used by County to disseminate such information to employees or contractors, including electronic means); (b) indemnifying, defending, and holding harmless County and its directors, officers, agents, employees, members, subsidiaries and successors in interest from any breach by Contractor of such license agreements; and (c) treating all such software as Confidential Information of County.	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>This provision is not applicable.</p>	County Licensed Software In the event County provides Contractor with access to or use of software licensed by County from third-parties, Contractor shall be responsible for (a) complying with all applicable third-party license agreements (disclosed to Contractor or Contractor Personnel in writing or by other means generally used by County to disseminate such information to employees or contractors, including electronic means); (b) indemnifying, defending, and holding harmless County and its directors, officers, agents, employees, members, subsidiaries and successors in interest from any breach by Contractor of such license agreements; and (c) treating all such software as Confidential Information of County.
SECTION 19. (CONFIDENTIALITY)			
19.1 (a)	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, County shall not inhibit the Contractor from publishing its role under this Agreement within the following conditions:	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>This section must be mutual.</p>	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, County shall not inhibit the Contractor from publishing its role under this Agreement within the following conditions:
19.1 (a) (i)	Contractor shall develop all publicity material in a professional manner; and	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/>	Contractor shall develop all publicity material in a professional manner; and

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		<p align="center">If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	
19.1 (a) (ii)	<p>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 County without the prior written consent of the County Project Director. County shall not unreasonably withhold written consent.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p>	<p>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 County without the prior written consent of the County Project Director. County shall not unreasonably withhold written consent.</p>
19.1 (b)	<p>Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with County, provided that the requirements of this Section 19.1 (Publicity) shall apply.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p>	<p>Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with County, provided that the requirements of this Section 19.1 (Publicity) shall apply.</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
19.2	<p>Confidential Information Defined</p> <p>Except as provided in Section 19.3 (Exclusions) below, each Party agrees that all information supplied by one Party and its affiliates and agents (collectively, the “Disclosing Party”) to the other (“Receiving Party”) including, without limitation, (a) source code, prices, trade secrets, mask works, databases, designs and techniques, engine protocols, models, displays and manuals, and the selection, coordination, and arrangement of the contents of such materials; (b) any unpublished information concerning research activities and plans, marketing or sales plans, sales forecasts or results of marketing efforts, pricing or pricing strategies, costs, operational techniques, or strategic plans, and unpublished financial information, including information concerning revenues, profits, and profit margins; (c) any information relating to County’s customers, patients, business partners, or personnel; (d) Personal Data; and (e) Protected Health Information (as defined below), will be deemed confidential and proprietary to the Disclosing Party, regardless of whether such information was disclosed intentionally or unintentionally or marked as “confidential” or “proprietary” (“Confidential Information”), provided, however, that Work Product assigned to County pursuant to this Agreement shall be Confidential Information of County. The foregoing definition shall also include any Confidential Information provided by either Party’s contractors, subcontractors, agents, or vendors.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p>	<p>Confidential Information Defined</p> <p>Except as provided in Section 19.3 (Exclusions) below, each Party agrees that all information supplied by one Party and its affiliates and agents (collectively, the “Disclosing Party”) to the other (“Receiving Party”) including, without limitation, (a) source code, prices, trade secrets, mask works, databases, designs and techniques, engine protocols, models, displays and manuals, and the selection, coordination, and arrangement of the contents of such materials; (b) any unpublished information concerning research activities and plans, marketing or sales plans, sales forecasts or results of marketing efforts, pricing or pricing strategies, costs, operational techniques, or strategic plans, and unpublished financial information, including information concerning revenues, profits, and profit margins; (c) any information relating to County’s customers, patients, business partners, or personnel; (d) Personal Data; and (e) Protected Health Information (as defined below), will be deemed confidential and proprietary to the Disclosing Party, regardless of whether such information was disclosed intentionally or unintentionally or marked as “confidential” or “proprietary” (“Confidential Information”), provided, however, that Work Product assigned to County pursuant to this Agreement shall be Confidential Information of County. The foregoing definition shall also include any Confidential Information provided by either Party’s contractors, subcontractors, agents, or vendors.</p>
19.3	<p>Exclusions</p> <p>Confidential Information will not include any information or material, or any element thereof, whether or not such</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p>	<p>Exclusions</p> <p>Confidential Information will not include any information or material, or any element thereof, whether or not such</p>

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	<p>information or material is Confidential Information for the purposes of this Agreement, to the extent any such information or material, or any element thereof: (a) has previously become or is generally known, unless it has become generally known through a breach of this Agreement or a similar confidentiality or non-disclosure agreement, obligation or duty; (b) was already rightfully known to the Receiving Party prior to being disclosed by or obtained from the Disclosing Party as evidenced by written records kept in the ordinary course of business or by proof of actual use by the Receiving Party; (c) has been or is hereafter rightfully received by the Receiving Party from a third party (other than the Disclosing Party) without restriction or disclosure and without breach of a duty of confidentiality to the Disclosing Party; or (d) has been independently developed by the Receiving Party without access to Confidential Information of the Disclosing Party. It will be presumed that any Confidential Information in a Receiving Party's possession is not within exceptions (b), (c) or (d) above, and the burden will be upon the Receiving Party to prove otherwise by records and documentation.</p>	<p>-----</p> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <p>-----</p>	<p>information or material is Confidential Information for the purposes of this Agreement, to the extent any such information or material, or any element thereof: (a) has previously become or is generally known, unless it has become generally known through a breach of this Agreement or a similar confidentiality or non-disclosure agreement, obligation or duty; (b) was already rightfully known to the Receiving Party prior to being disclosed by or obtained from the Disclosing Party as evidenced by written records kept in the ordinary course of business or by proof of actual use by the Receiving Party; (c) has been or is hereafter rightfully received by the Receiving Party from a third party (other than the Disclosing Party) without restriction or disclosure and without breach of a duty of confidentiality to the Disclosing Party; or (d) has been independently developed by the Receiving Party without access to Confidential Information of the Disclosing Party. It will be presumed that any Confidential Information in a Receiving Party's possession is not within exceptions (b), (c) or (d) above, and the burden will be upon the Receiving Party to prove otherwise by records and documentation.</p>
19.4	<p>Treatment of Confidential Information</p> <p>Each Party recognizes the importance of the other Party's Confidential Information. In particular, each Party recognizes and agrees that the Confidential Information of the other is critical to their respective businesses and that neither Party would enter into this Agreement without assurance that such information and the value thereof will be protected as provided in this Section 19 (Confidentiality) and elsewhere in this Agreement. Accordingly, each Party agrees as follows: (a) the Receiving Party will hold any and all Confidential Information it obtains in strictest confidence and will use and permit use of Confidential Information solely for the purposes of this Agreement. Without limiting the foregoing, the Receiving Party shall use at least the same degree of care, but no less than reasonable care, to avoid disclosure or use of this Confidential Information as the Receiving Party employs</p>	<p>Do you accept this provision?</p> <p><input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <p>-----</p> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <p>-----</p> <p><u>Strata needs to discuss proposed changes to Exhibit Q.</u></p>	<p>Treatment of Confidential Information</p> <p>Each Party recognizes the importance of the other Party's Confidential Information. In particular, each Party recognizes and agrees that the Confidential Information of the other is critical to their respective businesses and that neither Party would enter into this Agreement without assurance that such information and the value thereof will be protected as provided in this Section 19 (Confidentiality) and elsewhere in this Agreement. Accordingly, each Party agrees as follows: (a) the Receiving Party will hold any and all Confidential Information it obtains in strictest confidence and will use and permit use of Confidential Information solely for the purposes of this Agreement. Without limiting the foregoing, the Receiving Party shall use at least the same degree of care, but no less than reasonable care, to avoid disclosure or use of this Confidential Information as the Receiving Party employs</p>

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	with respect to its own Confidential Information of a like importance; (b) the Receiving Party may disclose or provide access to its responsible employees, agents, and consultants who have a need to know and may make copies of Confidential Information only to the extent reasonably necessary to carry out its obligations hereunder; and (c) the Receiving Party currently has, and in the future will maintain in effect and enforce, rules and policies to protect against access to or use or disclosure of Confidential Information other than in accordance with this Agreement, including without limitation written instruction to and agreements with employees, agents, or consultants who are bound by an obligation of confidentiality no less restrictive than set forth in this Agreement to ensure that such employees, agents, and consultants protect the confidentiality of Confidential Information, including this Section 19 (Confidentiality) and Exhibit Q (Confidentiality and Assignment Agreement). The Receiving Party will require its employees, agents, and consultants not to disclose Confidential Information to third parties, including without limitation customers, subcontractors, or consultants, without the Disclosing Party's prior written consent; and will notify the Disclosing Party immediately of any unauthorized disclosure or use, and will cooperate with the Disclosing Party to protect all proprietary rights in and ownership of its Confidential Information.		with respect to its own Confidential Information of a like importance; (b) the Receiving Party may disclose or provide access to its responsible employees, agents, and consultants who have a need to know and may make copies of Confidential Information only to the extent reasonably necessary to carry out its obligations hereunder; and (c) the Receiving Party currently has, and in the future will maintain in effect and enforce, rules and policies to protect against access to or use or disclosure of Confidential Information other than in accordance with this Agreement, including without limitation written instruction to and agreements with employees, agents, or consultants who are bound by an obligation of confidentiality no less restrictive than set forth in this Agreement to ensure that such employees, agents, and consultants protect the confidentiality of Confidential Information, including this Section 19 (Confidentiality) and Exhibit Q (Confidentiality and Assignment Agreement). <u>Exhibit Q still has to be negotiated between the parties.</u> The Receiving Party will require its employees, agents, and consultants not to disclose Confidential Information to third parties, including without limitation customers, subcontractors, or consultants, without the Disclosing Party's prior written consent; and will notify the Disclosing Party immediately of any unauthorized disclosure or use, and will cooperate with the Disclosing Party to protect all proprietary rights in and ownership of its Confidential Information.
19.5	Non-exclusive Equitable Remedy Each Party acknowledges and agrees that due to the unique nature of Confidential Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach or threatened breach may allow a Party or third parties to unfairly compete with the other Party resulting in irreparable harm to such Party, and therefore, that upon any such breach or any threat thereof, each Party will be entitled to appropriate equitable remedies, and may seek injunctive relief from a	Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No" ----- If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."	Non-exclusive Equitable Remedy Each Party acknowledges and agrees that due to the unique nature of Confidential Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach or threatened breach may allow a Party or third parties to unfairly compete with the other Party resulting in irreparable harm to such Party, and therefore, that upon any such breach or any threat thereof, each Party will be entitled to appropriate equitable remedies, and may seek injunctive relief from a

CADS SYSTEM RFP - APPENDIX J.RF – REQUIRED AGREEMENT RESPONSE FORM

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	court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies either of them might have at law or equity. Any breach of this Section 19 (Confidentiality) shall constitute a material breach of this Agreement and be grounds for immediate termination of this Agreement in the exclusive discretion of the non-breaching Party.		court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies either of them might have at law or equity. Any breach of this Section 19 (Confidentiality) shall constitute a material breach of this Agreement and be grounds for immediate termination of this Agreement in the exclusive discretion of the non-breaching Party.
19.6	<p>Personal Data</p> <p>In connection with this Agreement 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, investors, patients, and customers (“Personal Data”) 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 performing the Services. 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.), Protected Health Information as defined under HIPAA and regulations promulgated thereunder, including 45 C.F.R. 160 and 164, and “personal data” as that term is defined in EU General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679 of the European Parliament and of the Council).</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p>	<p>Personal Data</p> <p>In connection with this Agreement 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, investors, patients, and customers (“Personal Data”) 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 performing the Services. 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.), Protected Health Information as defined under HIPAA and regulations promulgated thereunder, including 45 C.F.R. 160 and 164, and “personal data” as that term is defined in EU General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679 of the European Parliament and of the Council).</p>
19.7	<p>Treatment of Personal Data</p> <p>Without limiting any other warranty or obligation specified in this Agreement, and in particular the confidentiality provisions of this Section 19 (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</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p>	<p>Treatment of Personal Data</p> <p>Without limiting any other warranty or obligation specified in this Agreement, and in particular the confidentiality provisions of this Section 19 (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</p>

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	expressly required to perform its obligations in this Agreement or as Contractor may be expressly directed in advance in writing by County. 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).		expressly required to perform its obligations in this Agreement or as Contractor may be expressly directed in advance in writing by County. 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).
19.8	Retention of Personal Data Contractor will not retain any Personal Data for any period longer than necessary for Contractor to fulfill its obligations under this Agreement. As soon as Contractor no longer needs to retain such Personal Data in order to perform its duties under this Agreement, Contractor will promptly return or destroy or erase all originals and copies of such Personal Data.	Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No" <hr/> If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes." <hr/>	Retention of Personal Data Contractor will not retain any Personal Data for any period longer than necessary for Contractor to fulfill its obligations under this Agreement. As soon as Contractor no longer needs to retain such Personal Data in order to perform its duties under this Agreement, Contractor will promptly return or destroy or erase all originals and copies of such Personal Data.
19.9	Compelled Disclosures To the extent required by applicable law or by lawful order or requirement of a court or governmental authority having competent jurisdiction over the Receiving Party, the Receiving Party may disclose Confidential Information in accordance with such law or order or requirement, subject to the following conditions: as soon as possible after becoming aware of such law, order, or requirement and prior to disclosing Confidential Information pursuant thereto, the Receiving Party will so notify the Disclosing Party in writing and, if possible, the Receiving Party will	Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No" <hr/> If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes." <hr/>	Compelled Disclosures To the extent required by applicable law or by lawful order or requirement of a court or governmental authority having competent jurisdiction over the Receiving Party, the Receiving Party may disclose Confidential Information in accordance with such law or order or requirement, subject to the following conditions: as soon as possible after becoming aware of such law, order, or requirement and prior to disclosing Confidential Information pursuant thereto, the Receiving Party will so notify the Disclosing Party in writing and, if possible, the Receiving Party will

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	provide the Disclosing Party notice not less than five (5) Business Days prior to the required disclosure. The Receiving Party will use reasonable efforts not to release Confidential Information pending the outcome of any measures taken by the Disclosing Party to contest, otherwise oppose, or seek to limit such disclosure by the Receiving Party and any subsequent disclosure or use of Confidential Information that may result from such disclosure. The Receiving Party will cooperate with and provide assistance to the Disclosing Party regarding such measures. Notwithstanding any such compelled disclosure by the Receiving Party, such compelled disclosure will not otherwise affect the Receiving Party's obligations hereunder with respect to Confidential Information so disclosed.		provide the Disclosing Party notice not less than five (5) Business Days prior to the required disclosure. The Receiving Party will use reasonable efforts not to release Confidential Information pending the outcome of any measures taken by the Disclosing Party to contest, otherwise oppose, or seek to limit such disclosure by the Receiving Party and any subsequent disclosure or use of Confidential Information that may result from such disclosure. The Receiving Party will cooperate with and provide assistance to the Disclosing Party regarding such measures. Notwithstanding any such compelled disclosure by the Receiving Party, such compelled disclosure will not otherwise affect the Receiving Party's obligations hereunder with respect to Confidential Information so disclosed.
19.10	<p>Compliance With Federal and State Confidentiality Requirements</p> <p>County is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8 and as amended from time to time (“HIPAA”), and 42 U.S.C. § 290dd-2. Under this Agreement, Contractor provides services to County and Contractor receives, has access to, and/or creates Protected Health Information in order to provide those services. Contractor acknowledges and agrees that all patient records and Protected Health Information shall be subject to the confidentiality and disclosure provisions of HIPAA, HITECH Act, ARRA, 42 U.S.C. § 290dd-2, and the regulations promulgated thereunder by the U.S. Department of Health and Human Services including the Standards for Privacy of Individually Identifiable Health Information and the Security Standards for Electronic Protected Health Information at 45 Code of Federal Regulations (“C.F.R.”), parts 142, 160, and 164, as the same may be amended from time to time, and any other applicable federal and state laws (collectively, the “Privacy and Security Laws”) and agrees to maintain the confidentiality of all such</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p>	<p>Compliance With Federal and State Confidentiality Requirements</p> <p>County is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8 and as amended from time to time (“HIPAA”), and 42 U.S.C. § 290dd-2. Under this Agreement, Contractor provides services to County and Contractor receives, has access to, and/or creates Protected Health Information in order to provide those services. Contractor acknowledges and agrees that all patient records and Protected Health Information shall be subject to the confidentiality and disclosure provisions of HIPAA, HITECH Act, ARRA, 42 U.S.C. § 290dd-2, and the regulations promulgated thereunder by the U.S. Department of Health and Human Services including the Standards for Privacy of Individually Identifiable Health Information and the Security Standards for Electronic Protected Health Information at 45 Code of Federal Regulations (“C.F.R.”), parts 142, 160, and 164, as the same may be amended from time to time, and any other applicable federal and state laws (collectively, the “Privacy and Security Laws”) and agrees to maintain the confidentiality of all such</p>

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	records and information in accordance with such laws. The Parties further agree that they shall abide by the provisions of Exhibit F (Business Associate Agreement) hereto with respect to information subject to HIPAA. Should County amend Exhibit F (Business Associate Agreement) as is necessary to comply with the requirements of the Privacy and Security Regulations (as such term is defined in the Business Associate Agreement), County will execute a Change Notice in accordance with Section 13.2 (Change Notices), which shall replace Exhibit F (Business Associate Agreement) with the updated Business Associate Agreement.		records and information in accordance with such laws. The Parties further agree that they shall abide by the provisions of Exhibit F (Business Associate Agreement) hereto with respect to information subject to HIPAA. Should County amend Exhibit F (Business Associate Agreement) as is necessary to comply with the requirements of the Privacy and Security Regulations (as such term is defined in the Business Associate Agreement), County will execute a Change Notice in accordance with Section 13.2 (Change Notices), which shall replace Exhibit F (Business Associate Agreement) with the updated Business Associate Agreement.
19.10 Paragraph 2	Notwithstanding any other provision of this Agreement, County shall not be obligated or liable in any way under this Agreement for:	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p>	Notwithstanding any other provision of this Agreement, County shall not be obligated or liable in any way under this Agreement for:
19.10 (a)	Any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by law; and	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p>	Any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by law; and

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19.10 (b)	Any Contractor proprietary and/or confidential materials not plainly and prominently marked with restrictive legends.	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p>	Any Contractor proprietary and/or confidential materials not plainly and prominently marked with restrictive legends; <u>provided, however, that County shall treat as confidential any materials or information which a reasonable person would consider to be confidential.</u>
19.11	<p>County Data</p> <p>All County Confidential Information, data, records, and information of County to which Contractor has access, or otherwise provided to Contractor under this Agreement ("County Data"), 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 or aggregation 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.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p>	<p>County Data</p> <p>All County Confidential Information, data, records, and information of County to which Contractor has access, or otherwise provided to Contractor under this Agreement ("County Data"), 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 or aggregation 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.</p>

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19.12	<p>Return of Confidential Information</p> <p>On County’s written request or upon expiration or termination of this Agreement for any reason, Contractor will promptly: (a) return or destroy, at County’s option, all originals and copies of all documents and materials it has received containing County Confidential Information; (b) if return or destruction is not permissible under applicable law, continue to protect such information in accordance with the terms of this Agreement; and (c) deliver or destroy, at County’s option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Section 19.12(a) (Return of Confidential Information), and provide a notarized written statement to County certifying that all documents and materials referred to in Sections 19.12(a) and (c) (Return of Confidential Information) have been delivered to County or destroyed, as requested by County. On termination or expiration of this Agreement, County shall return or destroy all Contractor Confidential Information (excluding items licensed to County hereunder or that are required for use of the Deliverables and/or the Licensed Software), at Contractor’s option.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p>	<p>Return of Confidential Information</p> <p>On County’s written request or upon expiration or termination of this Agreement for any reason, Contractor will promptly: (a) return or destroy, at County’s option, all originals and copies of all documents and materials it has received containing County Confidential Information; (b) if return or destruction is not permissible under applicable law, continue to protect such information in accordance with the terms of this Agreement; and (c) deliver or destroy, at County’s option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Section 19.12(a) (Return of Confidential Information), and provide a notarized written statement to County certifying that all documents and materials referred to in Sections 19.12(a) and (c) (Return of Confidential Information) have been delivered to County or destroyed, as requested by County. On termination or expiration of this Agreement, County shall return or destroy all Contractor Confidential Information (excluding items licensed to County hereunder or that are required for use of the Deliverables and/or the Licensed Software), at Contractor’s option.</p>
SECTION 20. (SECURITY)			
20.1	<p>In General</p> <p>Contractor will maintain and enforce safety and physical security procedures with respect to its access, use, and possession of County Confidential Information, including Personal Data, (a) that are compliant with the requirements of Exhibit K (Information Security Requirements) and, to the extent not inconsistent, at least equal to industry standards for such types of locations, and</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your</p>	<p>In General</p> <p>Contractor will maintain and enforce safety and physical security procedures with respect to its access, use, and possession of County Confidential Information, including Personal Data, (a) that are compliant with the requirements of Exhibit K (Information Security Requirements) and, to the extent not inconsistent, at least equal to industry standards for such types of locations, and</p>

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	<p>(b) which provide reasonably appropriate technical and organizational safeguards against accidental or unlawful destruction, loss, alteration, or unauthorized disclosure or access of such information. Without limiting the generality of the foregoing, Contractor will take all reasonable measures to secure and defend its location and equipment against “hackers” and others who may seek, without authorization, to modify or access Contractor systems or the information found therein. Contractor will periodically test its systems for potential areas where security could be breached. Contractor will immediately report to County any breaches of security or unauthorized access to County Confidential Information, including Personal Data, that Contractor detects or becomes aware of. Contractor will use diligent efforts to remedy such breach of security or unauthorized access in a timely manner and deliver to County a root cause assessment and future incident mitigation plan with regard to any breach of security or unauthorized access affecting the Confidential Information, including Personal Data. Contractor shall provide County all written details regarding Contractor’s internal investigation regarding any security breach. Upon County’s request, Contractor will provide a second more in-depth investigation and results of findings. Contractor agrees not to notify any regulatory authority nor any customer or consumer, on behalf of County unless County specifically requests in writing that Contractor do so. Contractor and County will work together to formulate a plan to rectify all security breaches. Contractor shall comply with the Payment Card Industry (“PCI”) Data Security Standard in the timeframe for compliance applicable to its most updated version and submit to County information in Contractor’s possession as may be required by County to complete its annual applicable PCI Data Security Standard Attestation of Compliance.</p>	<p>proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>The PCI language has been deleted. Contractor is not PCI compliance since we do not store or process credit card information.</p>	<p>(b) which provide reasonably appropriate technical and organizational safeguards against accidental or unlawful destruction, loss, alteration, or unauthorized disclosure or access of such information. Without limiting the generality of the foregoing, Contractor will take all reasonable measures to secure and defend its location and equipment against “hackers” and others who may seek, without authorization, to modify or access Contractor systems or the information found therein. Contractor will periodically test its systems for potential areas where security could be breached. Contractor will immediately report to County any breaches of security or unauthorized access to County Confidential Information, including Personal Data, that Contractor detects or becomes aware of. Contractor will use diligent efforts to remedy such breach of security or unauthorized access in a timely manner and deliver to County a root cause assessment and future incident mitigation plan with regard to any breach of security or unauthorized access affecting the Confidential Information, including Personal Data. Contractor shall provide County all written details regarding Contractor’s internal investigation regarding any security breach. Upon County’s request, Contractor will provide a second more in-depth investigation and results of findings. Contractor agrees not to notify any regulatory authority nor any customer or consumer, on behalf of County unless County specifically requests in writing that Contractor do so. Contractor and County will work together to formulate a plan to rectify all security breaches. Contractor shall comply with the Payment Card Industry (“PCI”) Data Security Standard in the timeframe for compliance applicable to its most updated version and submit to County information in Contractor’s possession as may be required by County to complete its annual applicable PCI Data Security Standard Attestation of Compliance.</p>
20.2	<p>Unauthorized Access</p> <p>In the course of furnishing the Services, Contractor shall not access, and shall not permit Contractor Personnel or</p>	<p>Do you accept this provision?</p> <p><input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p>	<p>Unauthorized Access</p> <p>In the course of furnishing the Services, Contractor shall not access, and shall not permit Contractor Personnel or</p>

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	entities within its control to access, County Systems without County’s express written authorization. Such written authorization may subsequently be revoked by County at any time in its sole discretion. Further, any access shall be consistent with, and in no case exceed the scope of, any such authorization given by County. All County authorized connectivity or attempted connectivity to County Systems shall be only through County’s security gateways and/or firewalls, and in conformity with applicable County security policies.	<p>-----</p> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <p>-----</p>	entities within its control to access, County Systems without County’s express written authorization. Such written authorization may subsequently be revoked by County at any time in its sole discretion. Further, any access shall be consistent with, and in no case exceed the scope of, any such authorization given by County. All County authorized connectivity or attempted connectivity to County Systems shall be only through County’s security gateways and/or firewalls, and in conformity with applicable County security policies.
20.3	<p>Contractor Systems</p> <p>Contractor shall be solely responsible for all systems Contractor uses to access County Systems. Contractor shall ensure that its systems include up-to-date anti-viral software to prevent viruses from reaching County Systems through Contractor’s systems. Contractor shall prevent unauthorized access to County Systems through the Contractor systems. Further, Contractor shall ensure Contractor Personnel do not use any virtual private network or other device (“VPN”) to simultaneously connect machines on any County Systems to any machines on any Contractor or third party systems, without (i) using only a remote access method approved in writing and in advance by County; (ii) providing County with the full name of each individual who uses any such VPN and the phone number at which the individual may be reached while using the VPN; and (iii) ensuring that any computer used by Contractor Personnel to remotely access any County Systems will not simultaneously access the Internet or any other third party network while logged on to County Systems.</p>	<p>Do you accept this provision?</p> <p><input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <p>-----</p> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <p>-----</p>	<p>Contractor Systems</p> <p>Contractor shall be solely responsible for all systems Contractor uses to access County Systems. Contractor shall ensure that its systems include up-to-date anti-viral software to prevent viruses from reaching County Systems through Contractor’s systems. Contractor shall prevent unauthorized access to County Systems through the Contractor systems. Further, Contractor shall ensure Contractor Personnel do not use any virtual private network or other device (“VPN”) to simultaneously connect machines on any County Systems to any machines on any Contractor or third party systems, without (i) using only a remote access method approved in writing and in advance by County; (ii) providing County with the full name of each individual who uses any such VPN and the phone number at which the individual may be reached while using the VPN; and (iii) ensuring that any computer used by Contractor Personnel to remotely access any County Systems will not simultaneously access the Internet or any other third party network while logged on to County Systems.</p>
20.4	Use of Personal Portable Devices	<p>Do you accept this provision?</p> <p><input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p>	Use of Personal Portable Devices

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20.5	<p>Security Breach</p> <p>Contractor shall notify County of any security, or suspected security, breach of any County Confidential Information or data covered under applicable federal regulations set forth in 12 C.F.R. Part 30, or under applicable state law or regulation, including California Civil Code 1798.82, or any other breach of Confidential Information immediately following discovery, if the information was, or is reasonably believed to have been acquired by an unauthorized person. Notification must be given in the most expedient time possible and without unreasonable delay. Written confirmation must be sent within forty-eight (48) hours of discovery or notification of the breach or suspected breach.</p>	<p>Do you accept this provision?</p> <p><input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <p>-----</p> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <p>-----</p> <p>Contractor has added an exception regarding unsuccessful security breaches.</p>	<p>Security Breach</p> <p>Contractor shall notify County of any security, or suspected security, breach of any County Confidential Information or data covered under applicable federal regulations set forth in 12 C.F.R. Part 30, or under applicable state law or regulation, including California Civil Code 1798.82, or any other breach of Confidential Information immediately following discovery, if the information was, or is reasonably believed to have been acquired by an unauthorized person. Notification must be given in the most expedient time possible and without unreasonable delay. Written confirmation must be sent within forty-eight (48) hours of discovery or notification of the breach or suspected breach. <u>Notwithstanding the foregoing, This Agreement serves as Contractor’s notice to County that attempted but unsuccessful security breach, such as pings and other broadcast attacks on Contractor’s firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, regularly occur and that no further notice will be made by Contractor unless there has been a successful security breach.</u></p>
20.6	Additional Procedures In the Event of Security Breach of Personal Data	<p>Do you accept this provision?</p> <p><input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p>	Additional Procedures In the Event of Security Breach of Personal Data

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	Upon County's determination that a misuse or security breach of Personal Data has occurred or is reasonably possible Contractor shall fully cooperate with County in rectifying any misuse, including notifying all affected County customers. County shall determine, in its sole discretion, the content and means of delivery of the customer notice. Contractor will bear all costs and expenses incurred as a result of security breach caused directly or indirectly by Contractor, including but not limited to, the administrative cost of opening and closing accounts, printing new checks, embossing new cards, notice, print and mailing, and obtaining credit monitoring services and identity theft insurance for County customers whose Personal Data has or may have been compromised.	<p>-----</p> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <p>-----</p>	Upon County's determination that a misuse or security breach of Personal Data has occurred or is reasonably possible Contractor shall fully cooperate with County in rectifying any misuse, including notifying all affected County customers. County shall determine, in its sole discretion, the content and means of delivery of the customer notice. Contractor will bear all costs and expenses incurred as a result of security breach caused directly or indirectly by Contractor, including but not limited to, the administrative cost of opening and closing accounts, printing new checks, embossing new cards, notice, print and mailing, and obtaining credit monitoring services and identity theft insurance for County customers whose Personal Data has or may have been compromised.
20.7	<p>Additional Procedures for the Identification of Possible Instances of Identity Theft</p> <p>Contractor acknowledges that County has certain obligations to identify patterns, practices, and specific forms of activity that indicate the possible existence of identity theft (defined as fraud committed using the identifying information of another person), pursuant to Section 114 of the Fair and Accurate Credit Transactions Act of 2003 and its implementing regulations promulgated by the Office of the Comptroller of the Currency, 12 C.F.R. Part 41. Contractor, to the extent that it holds or otherwise has access to Personal Data, agrees to establish, maintain and update reasonably effective policies and procedures to detect, prevent, and mitigate the risk of identity theft, and to promptly notify and report to County upon request, any instances where Contractor detects potential identity theft in the course of its duties pursuant to this Agreement. Contractor further agrees to immediately report to County any confirmed instances of identity theft. In furtherance thereof, Contractor agrees to be guided by the examples of identity theft "Red Flags" (defined as a pattern, practice, or specific activity that indicates the possible existence of identity theft) set forth in Supplement A to Appendix J to 12 C.F.R. Part 41. Upon</p>	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <p>-----</p> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <p>-----</p> <p>This provision seems fairly redundant to the other protections Contractor is required to have in place. Contractor couldn't detect if a record was stolen for identify theft vs other inappropriate use. That being said, Contractor made a few changes to the provision.</p>	<p>Additional Procedures for the Identification of Possible Instances of Identity Theft</p> <p>Contractor acknowledges that County has certain obligations to identify patterns, practices, and specific forms of activity that indicate the possible existence of identity theft (defined as fraud committed using the identifying information of another person), pursuant to Section 114 of the Fair and Accurate Credit Transactions Act of 2003 and its implementing regulations promulgated by the Office of the Comptroller of the Currency, 12 C.F.R. Part 41. Contractor, to the extent that it holds or otherwise has access to Personal Data, agrees to establish, maintain and update reasonably effective policies and procedures to detect, prevent, and mitigate the risk of dataidentity theft, and to promptly notify and report to County upon request, any instances where Contractor detects potential dataidentity theft in the course of its duties pursuant to this Agreement. Contractor further agrees to immediately report to County any confirmed instances of identity theft. In furtherance thereof, Contractor agrees to be guided by the examples of identity theft "Red Flags" (defined as a pattern, practice, or specific activity that indicates the possible existence of identity theft) set forth in Supplement A to Appendix J to 12 C.F.R.</p>

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	request by County, Contractor agrees to confirm in writing and, when specified, demonstrate to County its compliance with the requirements of this Section 20 (Security).		Part 41. Upon request by County, Contractor agrees to confirm in writing and, when specified, demonstrate to County its compliance with the requirements of this Section 20 (Security).
20.8		Contractor has added its Data Security language.	<p><u>County Data Security</u></p> <p><u>Contractor shall not gather, retrieve or utilize County Data for any purpose, other than (1) as expressly authorized by the Agreement; (2) for use in Contractor developed or integrated software enhancements, algorithms, models, or analytics products or services, or (3) in writing by an authorized official of County. Any such data analytics products or services offered by Contractor will only utilize County Data on an anonymous basis, unless so authorized by County in writing, thus not allowing users, other than County, of such data, analytics product or service to attribute such data to County. Further, County agrees that Contractor may utilize a third party to assist in developing data analytics products/services that utilize County data so long as Contractor has a Business Associates Agreement in place with the third party. Contractor agrees that all County Data will remain in the United States.</u></p> <p><u>With respect to system security as it pertains to County and County Data, Contractor agrees to:</u></p> <p><u>(a) segment County Data away from Contractor’s internal users, so that only authorized employees of Contractor with a need to know such information can access it;</u></p> <p><u>(b) encrypt all back-up media, laptops, and similar devices that interact with and/or store County Data (“Devices”), and keep audit logs of such Devices to verify, in the event of the loss of a Device, that such Device was encrypted;</u></p>

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			<p><u>(c) put into place all other external controls on County Data necessary to prevent such data from being obtained, viewed, altered, or otherwise accessed by unauthorized users, and to prevent its systems from being compromised or breached (i.e., electronic defenses, Access Control Lists (ACLs) on routers, firewalls, etc.);</u></p> <p><u>(d) not use or permit generic account logins for multiple persons or generic root access to its information systems; i.e., all of Contractor's system administrators of information systems must have their own logins so they can be tracked and audited individually;</u></p> <p><u>(e) have adequate physical security controls in place at its data center and in all other areas or locations (physical or virtual) where County Data is stored or processed (voice, video, data, logs, etc.);</u></p> <p><u>(f) have company security policies documented and all of those policies implemented, and require that any subcontractors of Contractor adhere to such security policies;</u></p> <p><u>(g) use adequate logical security controls to separate County Data from other customers' data;</u></p> <p><u>(h) encrypt data transmissions between Contractor and County using HTTPS, VPN, Secure FTP or other mutually approved method of encryption;</u></p> <p><u>(i) permit any and all off-site storage or backups of County Data only in a secure storage facility that meets industry standard requirements.</u></p> <p><u>(j) ensure that its agents, subcontractors, third party providers, and users who have access to County Data are bound at least as stringent as those</u></p>

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			<p><u>applicable to Contractor under this Agreement, with respect to data security and protection and non-use of County Data; and</u></p> <p><u>Destruction of Data Standards. Upon termination of this Agreement, Contractor will destroy all identifiable County Data. If Contractor believes it is not feasible to destroy all identifiable County Data, Contractor will promptly notify County and propose a plan for safeguarding the confidentiality and security of retained identifiable County Data. Upon County's agreement that the destruction of identifiable County Data is infeasible and its consent to Contractor's plan, Contractor may retain such identifiable County Data for a mutually agreeable period of time. For the avoidance of doubt, any County data or derivatives thereof which have been de-identified or anonymized in conjunction with this Agreement shall still be available for Contractor's use beyond termination of this Agreement and consent for further use is not required.</u></p>
20.9		Contractor has added its standard language re: data submission.	<p><u>County agrees to forward all data files to Contractor using secure file transfer protocol (SFTP) to Contractor's SFTP server. A unique SFTP account will be provided to the County. Contractor shall assume no responsibility for any data file until receipt and unless sufficient security is maintained to protect the confidentiality and integrity of all data.</u></p> <p><u>The Parties will execute a mutually acceptable Business Associate Agreement ("BAA") that complies with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Both Parties agree that no work on StrataJazz Cost Accounting Implementation can begin until this BAA is executed by both Parties.</u></p>
SECTION 21. (COMMUNICATION SYSTEMS AND ACCESS TO INFORMATION)			
21.	During the Term of this Agreement, Contractor may receive access to County's software, computers, equipment, and electronic communications systems	<p>Do you accept this provision?</p> <p><input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p>	<u>If applicable, During the Term of this Agreement, Contractor may receive access to County's software, computers, equipment, and electronic communications</u>

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	<p>(“County Systems”), including but not limited to voicemail, email, customer databases, and internet and intranet systems. Such County Systems are intended for legitimate business use related to County’s business. Contractor acknowledges that Contractor does not have any expectation of privacy as between Contractor and County in the use of or access to County Systems and that all communications made with such County Systems or equipment by or on behalf of Contractor are subject to County’s scrutiny, use, and disclosure, in County’s discretion. County reserves the right, for business purposes and activities, to monitor, review, audit, intercept, access, archive, and/or disclose materials sent over, received by or from, or stored in any of its electronic County Systems. This includes, without limitation, email communications sent by users across the internet and intranet from and to any domain name owned or operated by County. This also includes, without limitation, any electronic communication system that has been used to access any of County Systems. Contractor further agrees that Contractor will use all appropriate security, such as, for example, encryption and passwords (Contractor must provide passwords and keys to County), to protect County Confidential Information from unauthorized disclosure (internally or externally) and that the use of such security does not give rise to any privacy rights in the communication as between Contractor and County. County reserves the right to override any security passwords to obtain access to voicemail, email, computer (and software or other applications) and/or computer disks on County Systems. Contractor also acknowledges that County reserves the right, for any business purposes and activities, to search all work areas (e.g., offices, cubicles, desks, drawers, cabinets, computers, computer disks, and files) and all personal items brought onto County property or used to access County Confidential Information or County Systems.</p>	<p>-----</p> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Contractor revised to make this provision consistent with the actual services Contractor will provide to County.</p>	<p>systems (“County Systems”), including but not limited to voicemail, email, customer databases, and internet and intranet systems. Such County Systems are intended for legitimate business use related to County’s business. Contractor acknowledges that Contractor does not have any expectation of privacy as between Contractor and County in the use of or access to County Systems and that all communications made with such County Systems or equipment by or on behalf of Contractor are subject to County’s scrutiny, use, and disclosure, in County’s discretion. County reserves the right, for business purposes and activities, to monitor, review, audit, intercept, access, archive, and/or disclose materials sent over, received by or from, or stored in any of its electronic County Systems. This includes, without limitation, email communications sent by users across the internet and intranet from and to any domain name owned or operated by County. This also includes, without limitation, any electronic communication system that has been used to access any of County Systems. Contractor further agrees that Contractor will use all appropriate security, such as, for example, encryption and passwords (Contractor must provide passwords and keys to County), to protect County Confidential Information from unauthorized disclosure (internally or externally) and that the use of such security does not give rise to any privacy rights in the communication as between Contractor and County. County reserves the right to override any security passwords to obtain access to voicemail, email, computer (and software or other applications) and/or computer disks on County Systems. Contractor also acknowledges that County reserves the right, for any business purposes and activities, to search all work areas (e.g., offices, cubicles, desks, drawers, cabinets, computers, computer disks, and files) and all personal items brought onto County property or used to access County Confidential Information or County Systems.</p>
SECTION 22. (DISASTER RECOVERY/BUSINESS CONTINUITY)			

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22.	<p>Contractor shall maintain a business continuity and disaster recovery plan for the Services (the “DR/BC Plan”), and implement such plan in the event of any unplanned interruption of the Services. On or before the Effective Date, Contractor shall provide County with a copy of Contractor’s current DR/BC Plan, revision history, and any reports or summaries relating to past testing of the DR/BC Plan. Contractor shall actively test, review, and update the DR/BC Plan on at least an annual basis using American Institute of Certified Public Accountants standards and other industry best practices as guidance. Contractor shall promptly provide County with copies of all such updates to the DR/BC Plan. All updates shall be subject to the requirements of this Section 22 (Disaster Recovery/Business Continuity). In any event, any future updates or revisions to the DR/BC Plan shall be no less protective than the plan in effect as of the Effective Date. Contractor shall notify County of the completion of any audit (e.g., ISO 9000) of the DR/BC Plan and promptly provide County with a copy of the audit report and reasonable evidence that any identified deficiencies have been corrected. Contractor shall also promptly provide County with copies of all reports and/or summaries resulting from any testing of the DR/BC Plan. If Contractor fails to reinstate the Services within the periods of time set forth in the DR/BC Plan, County may in addition to any other remedies available hereunder, in its sole discretion, immediately terminate this Agreement as a non-curable default under Section 27.2 (Termination for Material Breach). Contractor shall maintain disaster avoidance procedures designed to safeguard County’s data and the data processing capability, and availability of the Services, throughout the Term of this Agreement. Contractor shall immediately notify County of any disaster or other event in which the DR/BC Plan is activated. Without limiting Contractor’s obligations under this Agreement, whenever a disaster causes Contractor to allocate limited resources between or among Contractor’s customers, County shall receive at least the same treatment as comparable Contractor customers with respect to such limited</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Contractor revised to make this provision consistent with its DR/BC Plan.</p>	<p>Contractor shall maintain a business continuity and disaster recovery plan for the Services (the “DR/BC Plan”), and implement such plan in the event of any unplanned interruption of the Services. On or before the Effective Date, Contractor shall provide County with a copy of Contractor’s current DR/BC Plan <u>table of contents</u>, revision history, and any reports or summaries relating to past testing of the DR/BC Plan. Contractor shall actively test, review, and update the DR/BC Plan on at least an annual basis using American Institute of Certified Public Accountants standards and other industry best practices as guidance. Contractor shall promptly provide County with copies of all such updates to the DR/BC Plan. All updates shall be subject to the requirements of this Section 22 (Disaster Recovery/Business Continuity). In any event, any future updates or revisions to the DR/BC Plan shall be no less protective than the plan in effect as of the Effective Date. Contractor shall, <u>upon request of</u> notify County, <u>provide certification letters or management summary letters of the completion</u> of any audit (e.g., ISO 9000) of the DR/BC Plan and promptly provide County with a copy of the audit report and reasonable evidence that any identified deficiencies have been corrected. Contractor shall also promptly provide County, <u>when requested by County</u>, with copies of all reports and/or summaries resulting from any testing of the DR/BC Plan. If Contractor fails to reinstate the Services within the periods of time set forth in the DR/BC Plan, County may in addition to any other remedies available hereunder, in its sole discretion, immediately terminate this Agreement as a non-curable default under Section 27.2 (Termination for Material Breach). Contractor shall maintain disaster avoidance procedures designed to safeguard County’s data and the data processing capability, and availability of the Services, throughout the Term of this Agreement. Contractor shall immediately notify County of any disaster or other event in which the DR/BC Plan is activated. Without limiting Contractor’s obligations under this Agreement, whenever a disaster causes Contractor to allocate limited resources between or among Contractor’s customers, County shall</p>

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	resources. The provisions of Section 29.1 (Force Majeure) shall not limit Contractor's obligations under this Section 22 (Disaster Recovery/Business Continuity).		receive at least the same treatment as comparable Contractor customers with respect to such limited resources. The provisions of Section 29.1 (Force Majeure) shall not limit Contractor's obligations under this Section 22 (Disaster Recovery/Business Continuity).
SECTION 23. (INDEMNIFICATION)			
23.1	General Indemnification Contractor shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of County Indemnitees.	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor cannot agree to such a broad indemnification.</p>	General Indemnification Contractor shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents ("County Indemnitees") from and against any and all liability, including but not limited to third party demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees) by reason of injury or death to any person or damage to any property, arising from and/or relating to this Agreement, to the extent caused by fraud, gross negligence or willful misconduct of Contractor. except for such loss or damage arising from the sole negligence or willful misconduct of County Indemnitees.
23.1 Paragraph 2	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 County determines, County shall be entitled to retain its own counsel and receive 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 other equitable relief, or make any admission on behalf of County without County's prior written approval.	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor would like to make this provision mutual.</p>	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 County determines, County shall be entitled to retain its own counsel and receive 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 other equitable relief, or make any admission on behalf of County without County's prior written approval. <u>Notwithstanding the foregoing, Contractor shall have the right to participate in any such defense at its sole cost and</u>

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			<u>expense, except that in the event County fails to provide Contractor with a full and adequate defense, as Contractor determines, Contractor shall be entitled to retain its own counsel and receive reimbursement from County for all such costs and expenses incurred by Contractor in doing so. County shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission on behalf of Contractor without Contractor's prior written approval.</u>
23.2 (a)	<p>Intellectual Property Indemnification</p> <p>Contractor shall indemnify, hold harmless, and defend County, including County Affiliated Users, its directors and trustees, officers, employees, personnel, users, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, but not limited to, defense costs and legal, accounting, and other expert, consulting, or professional fees and attorney's fees, as such are incurred, for or by reason of any actual or alleged infringement of any third party's patent, copyright, or other intellectual property right, or any actual or alleged unauthorized trade secret disclosure or misappropriation, arising from or related to the Licensed Software, Third-Party Products, Hardware, Services, Work Product, and/or Deliverables (collectively, the "Indemnified Items") (collectively referred to for purposes of this Section 23.2(a) 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 (i) the development of custom software code required by County and based on specifications provided by County; (ii) use of the Indemnified Items in excess of the rights granted hereunder; or (iii) 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 and provides County with written notice that implementing the update or</p>	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor agrees to indemnify County for IP infringement. However, Contractor needed to make several edits to this provision.</p>	<p>Intellectual Property Indemnification</p> <p>Contractor shall indemnify, hold harmless, and defend County, including County Affiliated Users, its directors and trustees, officers, employees, personnel, users, 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 <u>reasonable</u> attorney's fees, as such are incurred, for or by reason of any actual or alleged infringement of any third party'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 Licensed Software, Third-Party Products, Hardware, Services, Work Product, and/or Deliverables (collectively, the "Indemnified Items") (collectively referred to for purposes of this Section 23.2(a) as "Infringement Claim(s)"), provided that the Indemnified Item<u>Licensed Software</u> 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 (i) the development of custom software code required by County and based on specifications provided by County; (ii) use of the Indemnified Items in excess of the rights granted hereunder; or (iii) 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 and provides County with</p>

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	enhancement would avoid the infringement. Any legal defense pursuant to Contractor's indemnification obligations under this Section 23.2(a) 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. To the extent permitted by law or contract, Contractor shall pass through to County the indemnities and warranties provided to Contractor by third-parties with regard to intellectual property and infringement for Third-Party Products.		<p>written notice that implementing the update or enhancement would avoid the infringement. Any legal defense pursuant to Contractor's indemnification obligations under this Section 23.2(a) 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. To the extent permitted by law or contract, Contractor shall pass through to County the indemnities and warranties provided to Contractor by third-parties with regard to intellectual property and infringement for Third-Party Products.</p> <p><u>County agrees that it will defend at its expense any action brought against Contractor to the extent that such action is based upon a claim that the Licensed Software Assets infringe upon or misappropriate a copyright, patent, trade secret or other proprietary right of any third party if, and only if, such action is based upon use by County of the Licensed Software Assets with software, data, or materials not indicated by Contractor to be compatible with the Licensed Software Assets or for alterations to the Licensed Software Assets made by County and not approved by Contractor if such alleged infringement would not have occurred but for the use of such non-Contractor software, data or materials in conjunction with the Licensed Software Assets or but for such alterations, and County will pay any costs, damages and attorneys' fees incurred by or finally awarded against Contractor in such action which are attributed to such claim, provided that, Contractor notifies County promptly in writing of the claim and that County may fully control the defense and/or any settlement of such claim.</u></p>
23.2 (b)	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 Section 23.2(a) (Intellectual Property Indemnification), or in County's opinion is likely	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific</p>	<p>County shall notify Contractor, in writing, as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure. If <u>the Licensed Software</u>any Indemnified Item hereunder becomes the subject of an Infringement Claim under Section 23.2(a) (Intellectual Property Indemnification), or in County's</p>

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	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 Section 23.2(a) (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 Section “Remedial Act(s)”).	concept(s) below and provide your proposed revision in the adjacent column using “track changes.” Contractor agrees to indemnify County for IP infringement. However, Contractor needed to make several edits to this provision.	opinion is likely to become the subject of such a claim, then, in addition to defending the claim and paying any damages and <u>reasonable</u> attorneys’ fees as required above in Section 23.2(a) (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 Section “Remedial Act(s)”).
23.2 (c)	If Contractor fails to complete the Remedial Acts described in Section 23.2(b) 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 Section 27.2 (Termination for Material Breach), in which case, in addition to other remedies available to County, Contractor shall reimburse County for all Implementation 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	Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No” ----- If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.” The refund would be unused Implementation Fees.	If Contractor fails to complete the Remedial Acts described in Section 23.2(b) 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 Section 27.2 (Termination for Material Breach), in which case, in addition to other remedies available to County, Contractor shall reimburse County for all <u>unused</u> Implementation 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

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	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.		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.
23.3	Indemnities Throughout Agreement It is understood and agreed by the Parties that Contractor's indemnity obligations are set forth throughout this Agreement and are not confined to this Section 23 (Indemnification).	Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No" <hr/> If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes." <hr/>	Indemnities Throughout Agreement It is understood and agreed by the Parties that Contractor's indemnity obligations are set forth throughout this Agreement and are not confined to this Section 23 (Indemnification).
SECTION 24. (INSURANCE)			
24.1	General Insurance Provisions Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Section 24 (Insurance). These minimum insurance coverage terms, types, and limits (" Required Insurance ") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Agreement.	Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No" <hr/> If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes." <hr/>	General Insurance Provisions Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Section 24 (Insurance). These minimum insurance coverage terms, types, and limits (" Required Insurance ") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Agreement.

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24.2 (a)	Evidence of Coverage and Notice Certificate(s) of insurance coverage (“ Certificates ”) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its agents have been given Insured status under Contractor’s General Liability policy, shall be delivered to County at the address specified in Section 24.2(d) below and provided prior to commencing services under this Agreement.	Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No” <hr/> If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”	Evidence of Coverage and Notice Certificate(s) of insurance coverage (“ Certificates ”) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its agents have been given Insured status under Contractor’s General Liability policy, shall be delivered to County at the address specified in Section 24.2(d) below and provided prior to commencing services under this Agreement.
24.2 (b)	Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor’s policy expiration dates. County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.	Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No” <hr/> If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”	Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor’s policy expiration dates. County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.
24.2 (c)	Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named	Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”	Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named

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	on the Certificate shall match the name of Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.	<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	on the Certificate shall match the name of Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
24.2 (d)	Neither County’s failure to obtain, nor County’s receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	Neither County’s failure to obtain, nor County’s receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
24.2 (d) Paragraph 2	<p>Certificates and copies of any required endorsements shall be sent to:</p> <p>County of Los Angeles Department of Health Services Contracts and Grants Division 313 N. Figueroa Street, 6E Los Angeles, CA 90012 Attention: [**] Director, Contracts and Grants</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>Certificates and copies of any required endorsements shall be sent to:</p> <p>County of Los Angeles Department of Health Services Contracts and Grants Division 313 N. Figueroa Street, 6E Los Angeles, CA 90012 Attention: [**] Director, Contracts and Grants</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
24.2 (d) Paragraph 3	Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies, or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <p>-----</p> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p>	Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies, or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.
24.3	<p>Additional Insured Status and Scope of Coverage</p> <p>The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively "County and its Agents") shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to County. The full policy limits and scope of protection also shall apply to County and its Agents as an additional insured, even if they exceed County's minimum Required Insurance specifications herein. Use of an</p>	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <p>-----</p> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <p>Contractor struck language that is not consistent with its insurance policy.</p>	<p>Additional Insured Status and Scope of Coverage</p> <p>The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively "County and its Agents") shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to County. The full policy limits and scope of protection also shall apply to County and its Agents as an additional insured, even if they exceed County's minimum Required Insurance specifications herein. Use of an</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.		automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.
24.3.1	Cancellation of or Changes In Insurance Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.	Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No" <hr/> If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."	Cancellation of or Changes In Insurance Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.
24.3.2	Insurer Financial Ratings Coverage shall be placed with insurers acceptable to County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.	Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No" <hr/> If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."	Insurer Financial Ratings Coverage shall be placed with insurers acceptable to County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.
24.3.3	Contractor's Insurance Shall Be Primary	Do you accept this provision?	Contractor's Insurance Shall Be Primary

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.	<input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No" <hr/> <p align="center">If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.
24.3.4	Waivers of Subrogation To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.	Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No" <hr/> <p align="center">If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Waivers of Subrogation To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
24.3.5	Subcontractor Insurance Coverage Requirements Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each	Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No" <hr/> <p align="center">If "No," state clearly your objection(s) to the specific concept(s) below and provide your</p> <hr/>	Subcontractor Insurance Coverage Requirements Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each

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	subcontractor name County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.	proposed revision in the adjacent column using "track changes."	subcontractor name County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.
24.3.6	Deductibles and Self-insured Retentions Contractor's policies shall not obligate County to pay any portion of any Contractor deductible or SIR. County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.	Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No" <hr/> If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."	Deductibles and Self-insured Retentions Contractor's policies shall not obligate County to pay any portion of any Contractor deductible or SIR. County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
24.3.7	Claims Made Coverage If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination, or cancellation.	Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No" <hr/> If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."	Claims Made Coverage If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination, or cancellation.

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24.3.8	Application of Excess Liability Coverage Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as (“follow form” over) the underlying primary policies, to satisfy the Required Insurance provisions.	Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No” <hr/> If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.” <hr/>	Application of Excess Liability Coverage Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as (“follow form” over) the underlying primary policies, to satisfy the Required Insurance provisions.
24.3.9	Separation of Insureds All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.	Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No” <hr/> If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.” <hr/>	Separation of Insureds All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.
24.3.10	Alternative Risk Financing Programs	Do you accept this provision?	Alternative Risk Financing Programs

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	County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements, and captive insurance to satisfy the Required Insurance provisions. County and its agents shall be designated as an Additional Covered Party under any approved program.	<input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No" <hr/> <p align="center">If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements, and captive insurance to satisfy the Required Insurance provisions. County and its agents shall be designated as an Additional Covered Party under any approved program.
24.3.11	County Review and Approval of Insurance Requirements County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.	Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No" <hr/> <p align="center">If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	County Review and Approval of Insurance Requirements County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.
24.4	Insurance Coverage Requirements Contractor shall obtain, pay for, and maintain in full force and effect during the Term insurance as follows:	Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No" <hr/> <p align="center">If "No," state clearly your objection(s) to the specific concept(s) below and provide your</p>	Insurance Coverage Requirements Contractor shall obtain, pay for, and maintain in full force and effect during the Term insurance as follows:

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		<p>proposed revision in the adjacent column using “track changes.”</p> <hr/>	
24.4.1	<p>Commercial General Liability Insurance Providing scope of coverage equivalent to ISO policy form CG 00 01, naming County and its agents as an additional insured, with limits of not less than:</p> <p>General Aggregate \$__ million Products/Completed Operations Aggregate \$__ million Personal and Advertising Injury \$__ million Each Occurrence \$__ million</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <p>-----</p> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>Commercial General Liability Insurance Providing scope of coverage equivalent to ISO policy form CG 00 01, naming County and its agents as an additional insured, with limits of not less than:</p> <p>General Aggregate \$__ million Products/Completed Operations Aggregate \$__ million Personal and Advertising Injury \$__ million Each Occurrence \$__ million</p>
24.4.2	<p>Automobile Liability Insurance Providing scope of coverage equivalent to ISO policy form CA 00 01 with limits of not less than one million dollars (\$1,000,000) for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor’s use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <p>-----</p> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>Automobile Liability Insurance Providing scope of coverage equivalent to ISO policy form CA 00 01 with limits of not less than one million dollars (\$1,000,000) for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor’s use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.</p>

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24.4.3	Workers' Compensation and Employers' Liability Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than one million dollars (\$1,000,000) per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.	Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No" <hr/> If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."	Workers' Compensation and Employers' Liability Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than one million dollars (\$1,000,000) per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.
24.4.4	Professional Liability/errors and Omissions Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than _____ dollars (\$ _____) per claim and _____ dollars (\$ _____) aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination, or cancellation.	Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No" <hr/> If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."	Professional Liability/errors and Omissions Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than _____ dollars (\$ _____) per claim and _____ dollars (\$ _____) aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination, or cancellation.

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24.4.5	<p>Technology Errors and Omissions</p> <p>Technology Errors & Omissions insurance, which includes coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failure to render computer or information technology services and technology products, and for violation of software copyright, with limits of not less than ten million dollars (\$10,000,000) per occurrence. For the purposes of this section, the term “technology services” means (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 Contractor. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following the Agreement’s expiration, termination or cancellation.</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Contractor struck language that is not consistent with its insurance policy.</p>	<p>Technology Errors and Omissions</p> <p>Technology Errors & Omissions insurance, which includes coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failure to render computer or information technology services and technology products, and for violation of software copyright, with limits of not less than ten million dollars (\$10,000,000) per occurrence. For the purposes of this section, the term “technology services” means (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 Contractor. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following the Agreement’s expiration, termination or cancellation.</p>
24.4.6	<p>Privacy and Network Security (cyber) Liability</p> <p>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 fifteen million dollars (\$15,000,000) aggregate for each occurrence. For the purposes of this section, 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</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Contractor struck language that is not consistent with its insurance policy.</p>	<p>Privacy and Network Security (cyber) Liability</p> <p>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 fifteen million dollars (\$15,000,000) aggregate for each occurrence. For the purposes of this section, 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</p>

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	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.		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.
24.5	Failure to Maintain Insurance Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance acceptable to County shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from such breach. Alternatively, County may purchase such required insurance coverage and, without further notice to Contractor, deduct from sums due to Contractor any premium costs advanced by County for such insurance.	Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No" <hr/> If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes." <hr/>	Failure to Maintain Insurance Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance acceptable to County shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from such breach. Alternatively, County may purchase such required insurance coverage and, without further notice to Contractor, deduct from sums due to Contractor any premium costs advanced by County for such insurance.
SECTION 25. (WITHHOLD REMEDY)			
25.	In addition to, and cumulative to all other remedies in law, at equity and provided under this Agreement, in the event Contractor is in material default of its duties or obligations under this Agreement and it fails to cure the default within fifteen (15) days after receipt of written notice of default from County, County may, without waiving any other rights under this Agreement, elect to withhold from the payments due to Contractor under this Agreement during the period beginning with the sixteenth (16 th) day after Contractor's receipt of notice of default, and ending on the date that the default has been cured to the reasonable satisfaction of County, an amount that is in proportion to the magnitude of the default or the Service that Contractor is not providing, as determined in County's reasonable discretion. Upon curing of the default by Contractor,	Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No" <hr/> If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes." <hr/> This provision must be mutual. Also the cure period has been increased from 15 to 45 days.	<u>If either Party materially breaches any provision of this Agreement and fails to cure the same within forty-five (45) calendar days of its receipt of written notice of such breach from the non-breaching Party, then the non-breaching Party may at its sole discretion declare this Agreement to be in default and all rights of County granted under this Agreement to be terminated.</u> <u>In addition to, and cumulative to all other remedies in law, at equity and provided under this Agreement, in the event Contractor is in material default of its duties or obligations under this Agreement and it fails to cure the default within fifteen (15) days after receipt of written notice of default from County, County may, without waiving any other rights under this Agreement, elect to withhold from the payments due to Contractor under this Agreement during</u>

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	County will cause the withheld payments to be paid to Contractor, without interest. In the event it is Finally Determined that County has withheld a payment in bad faith, such payment shall promptly be paid to Contractor, plus interest at the maximum legal rate.		the period beginning with the sixteenth (16th) day after Contractor's receipt of notice of default, and ending on the date that the default has been cured to the reasonable satisfaction of County, an amount that is in proportion to the magnitude of the default or the Service that Contractor is not providing, as determined in County's reasonable discretion. Upon curing of the default by Contractor, County will cause the withheld payments to be paid to Contractor, without interest. In the event it is Finally Determined that County has withheld a payment in bad faith, such payment shall promptly be paid to Contractor, plus interest at the maximum legal rate.
SECTION 26. (DISPUTE RESOLUTION PROCEDURE)			
26.	It is the intent of the Parties that all disputes arising under this Agreement be resolved expeditiously, amicably, and at the level within each Party's organization that is most knowledgeable about the disputed issue. The Parties understand and agree that the procedures outlined in this Section 26 (Dispute Resolution Procedure) are not intended to supplant the routine handling of inquiries and complaints through informal contact with their respective managers. Accordingly, for purposes of the procedures set forth in this Section 26 (Dispute Resolution Procedure), a "Dispute" shall mean any action, dispute, claim, or controversy of any kind, whether in contract or tort, statutory or common law, legal or equitable, now existing or hereafter arising under or in connection with, or in any way pertaining to this Agreement.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <p>-----</p> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p>	It is the intent of the Parties that all disputes arising under this Agreement be resolved expeditiously, amicably, and at the level within each Party's organization that is most knowledgeable about the disputed issue. The Parties understand and agree that the procedures outlined in this Section 26 (Dispute Resolution Procedure) are not intended to supplant the routine handling of inquiries and complaints through informal contact with their respective managers. Accordingly, for purposes of the procedures set forth in this Section 26 (Dispute Resolution Procedure), a "Dispute" shall mean any action, dispute, claim, or controversy of any kind, whether in contract or tort, statutory or common law, legal or equitable, now existing or hereafter arising under or in connection with, or in any way pertaining to this Agreement.
26. (a)	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 Section 26 (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.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <p>-----</p> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your</p>	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 Section 26 (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.

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		<p>proposed revision in the adjacent column using “track changes.”</p> <hr/>	
26. (b)	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.	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <p>-----</p> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	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.
26. (c)	Subject to the provisions of Section 15 (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	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <p>-----</p> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Contractor shall continue to perform its obligations under this</p>	Subject to the provisions of Section 15 (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

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	additional costs from any amounts due to Contractor from County.	Agreement while working with County to resolve any Dispute.	additional costs from any amounts due to Contractor from County.
26. (c) Paragraph 2	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.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <p>-----</p> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <p>_____</p>	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.
26. (d)	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.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <p>-----</p> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <p>_____</p>	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.

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26. (e)	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.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p>	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.
26. (f)	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 and County Project Director. These persons shall have ten (10) days to attempt to resolve the Dispute.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p>	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 and County Project Director. These persons shall have ten (10) days to attempt to resolve the Dispute.
26. (g)	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	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p>	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

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	this Agreement and/or its rights and remedies as provided by law.	<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>If a dispute cannot be resolved we propose it goes to arbitration.</p>	<p>this Agreement and/or its rights and remedies as provided by law.</p> <p><u>Any dispute or claim that arises out of or relates to this Agreement that cannot be resolved informally between the parties will be resolved through binding arbitration conducted in Chicago, Illinois. Unless the parties agree otherwise, the parties will select one arbitrator from the AAA's panel of retired judges, following the procedure provided for by the AAA's Commercial Arbitration Rules. If the parties are unable to agree upon the selection of one arbitrator, each party shall independently select one arbitrator from the AAA's panel of retired judges, and those two selected retired judges shall then select a third arbitrator from the AAA's panel of retired judges. The parties will share equally all administrative fees and arbitrator's fees, costs, and expenses; but each party will bear its/his/her own costs and expenses for witnesses and legal representation.</u></p>
26. (h)	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 Section 26 (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.	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p>	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 Section 26 (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.

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26. (i)	Notwithstanding any other provision of this Agreement, County’s right to terminate this Agreement or to seek injunctive relief to enforce the provisions of Section 19 (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.	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <p>-----</p> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p>	Notwithstanding any other provision of this Agreement, County’s right to terminate this Agreement or to seek injunctive relief to enforce the provisions of Section 19 (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.
26. (j)	Contractor shall bring to the attention of the County Project Director any Dispute between County and Contractor regarding the performance of services as stated in this Agreement.	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <p>-----</p> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p>	Contractor shall bring to the attention of the County Project Director any Dispute between County and Contractor regarding the performance of services as stated in this Agreement.
26.1	<p>Dispute Resolution With Contractor and Other Vendors</p> <p>Contractor shall, on County’s request, participate in dispute resolution in accordance with this Agreement with County and Contractor and County’s third party vendors, including Hardware vendors, to resolve any disputes between and/or among such vendors, including County and Contractor, as to responsibility by any particular</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <p>-----</p> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your</p>	<p>Dispute Resolution With Contractor and Other Vendors</p> <p><i>Contractor shall, on County’s request, participate in dispute resolution in accordance with this Agreement with County and Contractor and County’s third party vendors, including Hardware vendors, to resolve any disputes between and/or among such vendors, including County and Contractor, as to responsibility by any particular</i></p>

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	vendor for issues arising from performance, warranties, and other issues relating to the Licensed Software, Hardware, and Recommended Configuration.	<p>proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Contractor would only participate in disputes between Contractor and County.</p>	<p>vendor for issues arising from performance, warranties, and other issues relating to the Licensed Software, Hardware, and Recommended Configuration. <u>NOT APPLICABLE</u></p>
SECTION 27. (TERMINATION)			
27.1 (a)	<p>Termination for Insolvency</p> <p>County may terminate this Agreement forthwith in the event of the occurrence of any of the following:</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This provision must be mutual.</p>	<p>Termination for Insolvency</p> <p>Either PartyCounty may terminate this Agreement forthwith in the event of the occurrence of any of the following:</p>
27.1 (a) (i)	Insolvency of the Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p>	Insolvency of either Party the Contractor. Either Party Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not such Party the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

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		<hr/> <p align="center">This provision must be mutual.</p>	
27.1 (a) (ii)	The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p align="center">If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p align="center">This provision must be mutual.</p>	The filing of a voluntary or involuntary petition regarding either Party the Contractor under the Federal Bankruptcy Code;
27.1 (a) (iii)	The appointment of a Receiver or Trustee for the Contractor; or	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p align="center">If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p align="center">This provision must be mutual.</p>	The appointment of a Receiver or Trustee for either Party the Contractor ; or

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27.1 (a) (iv)	The execution by the Contractor of a general assignment for the benefit of creditors.	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>This provision must be mutual.</p>	The execution by either Party the Contractor of a general assignment for the benefit of creditors.
27.1 (b)	The rights and remedies of County provided in this Section 27.1 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>This provision must be mutual.</p>	The rights and remedies of either Party County provided in this Section 27.1 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

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27.2 (a)	<p>Termination for Material Breach</p> <p>County may terminate this Agreement, any Statement of Work, in whole or in part: (i) if Contractor materially breaches any of its duties or obligations under the Agreement or any Statement of Work and fails to cure such breach within thirty (30) calendar days after written notice is provided by County; (ii) if Contractor materially breaches any duty or obligation under the Agreement or any Statement of Work, which is not capable of being cured, within thirty (30) calendar days after written notice is provided by County; or (iii) if Contractor commits numerous breaches of its duties or obligations under the Agreement or any Statement of Work, which in the aggregate are material and fails to cure such numerous breaches within thirty (30) calendar days after written notice is provided by County. In the event of Contractor's failure to cure any such breach or breaches, or, as applicable, submit an acceptable plan of correction, within the applicable cure period, County may terminate this Agreement or any Statement of Work, as of the date set forth in such written notice, which date of termination shall in no event be less than thirty (30) calendar days after the date of the notice of termination. In the event of any breach by Contractor of its material obligations under a Statement of Work, County's obligation to make any payments yet to be made and for which work has not been delivered under such Statement of Work shall be terminated. Termination of such payment obligations shall be in addition to any other rights or remedies that County may have in the event of any such breach or alleged breach.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p>	<p>Termination for Material Breach</p> <p>County may terminate this Agreement, any Statement of Work, in whole or in part: (i) if Contractor materially breaches any of its duties or obligations under the Agreement or any Statement of Work and fails to cure such breach within thirty (30) calendar days after written notice is provided by County; (ii) if Contractor materially breaches any duty or obligation under the Agreement or any Statement of Work, which is not capable of being cured, within thirty (30) calendar days after written notice is provided by County; or (iii) if Contractor commits numerous breaches of its duties or obligations under the Agreement or any Statement of Work, which in the aggregate are material and fails to cure such numerous breaches within thirty (30) calendar days after written notice is provided by County. In the event of Contractor's failure to cure any such breach or breaches, or, as applicable, submit an acceptable plan of correction, within the applicable cure period, County may terminate this Agreement or any Statement of Work, as of the date set forth in such written notice, which date of termination shall in no event be less than thirty (30) calendar days after the date of the notice of termination. In the event of any breach by Contractor of its material obligations under a Statement of Work, County's obligation to make any payments yet to be made and for which work has not been delivered under such Statement of Work shall be terminated. Termination of such payment obligations shall be in addition to any other rights or remedies that County may have in the event of any such breach or alleged breach.</p>
27.2 (b)	<p>In the event that County fails to pay Contractor undisputed invoices properly due and owing to Contractor under this Agreement exceeding in the aggregate fifty thousand dollars (\$50,000) of the total invoices by the specified due date and fails to cure such default within thirty (30) days of notice from Contractor of its intention to terminate for failure to make such payment, Contractor may, by written</p>	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your</p>	<p>In the event that County fails to pay Contractor undisputed invoices properly due and owing to Contractor under this Agreement exceeding in the aggregate fifty thousand dollars (\$50,000) of the total invoices by the specified due date and fails to cure such default within thirty (30) days of notice from Contractor of its intention to terminate for failure to make such payment, Contractor may, by written</p>

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	notice to County, terminate the Term of the affected Statement of Work. Contractor acknowledges and agrees that this Section 27.2(b) (Termination for Material Breach) describes Contractor's sole right to terminate any Statement of Work or this Agreement and Contractor hereby waives any other rights it may have to terminate this Agreement or any Statement of Work.	proposed revision in the adjacent column using "track changes." Contractor may terminate the Agreement if County does not pay Contractor's invoices.	notice to County, terminate the Term of the Agreement affected Statement of Work. Contractor acknowledges and agrees that this Section 27.2(b) (Termination for Material Breach) describes Contractor's sole right to terminate any Statement of Work or this Agreement and Contractor hereby waives any other rights it may have to terminate this Agreement or any Statement of Work.
27.2 (c)	In the event that County terminates this Agreement in whole or in part as provided in Section 27.2 (Termination for Material Breach), County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this Section 27.2 (Termination for Material Breach).	Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No" ----- If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes." County may terminate the entire Agreement for Contractor's material breach. Otherwise the Agreement shall continue in full force and effect. Contractor shall have no further obligations under the Agreement.	In the event that County terminates this Agreement in whole or in part as provided in Section 27.2 (Termination for Material Breach), County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this Section 27.2 (Termination for Material Breach).
27.2 (d)	If, after County has given notice of termination under the provisions of this Section 27.2 (Termination for Material Breach), it is determined by County that the Contractor was not in default under the provisions of this Section 27.2 (Termination for Material Breach), the rights and	Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No" -----	If, after County has given notice of termination under the provisions of this Section 27.2 (Termination for Material Breach), it is determined by County that the Contractor was not in default under the provisions of this Section 27.2 (Termination for Material Breach), the rights and

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	obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to Section 27.4 (Termination for Convenience).	<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>County may terminate the entire Agreement for Contractor’s material breach. Otherwise the Agreement shall continue in full force and effect. Contractor shall have no further obligations under the Agreement.</p>	obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to Section 27.4 (Termination for Convenience).
27.3	<p>Termination for Regulatory Non-compliance</p> <p>In the event Contractor’s relationship with County under this Agreement is identified in writing by any regulator (including any governmental body or accreditation/certification organization (e.g., Joint Commission or the Office of National Coordinator (ONC)) having jurisdiction over County, to present a risk to County or its customers that requires correction, County shall notify Contractor of such identification. In the event the Parties are unable for any reason through reasonable efforts to resolve the identified issue(s) to the satisfaction of the relevant regulator within the timeframe mandated by the regulator, County may terminate this Agreement for convenience and without obligation to pay any termination fee or penalty to Contractor.</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Contractor has added its language re: County having 6 months to terminate the Agreement for any reason and receive a refund on subscription fees already paid by County.</p>	<p>Buyer’s Remorse GuaranteeTermination for Regulatory Non-compliance</p> <p><u>For first six (6) months following the Effective Date, the original purchasing Chief Financial Officer has the option to terminate this Agreement for any reason and receive a refund of any subscription fees that have been previously paid, excluding travel and any other direct expenses.</u>In the event Contractor’s relationship with County under this Agreement is identified in writing by any regulator (including any governmental body or accreditation/certification organization (e.g., Joint Commission or the Office of National Coordinator (ONC)) having jurisdiction over County, to present a risk to County or its customers that requires correction, County shall notify Contractor of such identification. In the event the Parties are unable for any reason through reasonable efforts to resolve the identified issue(s) to the satisfaction of the relevant regulator within the timeframe mandated by the regulator, County may terminate this Agreement for</p>

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			convenience and without obligation to pay any termination fee or penalty to Contractor.
27.4	Termination for Convenience County may terminate this Agreement, in whole or in part, or any Statement of Work, Service, or Deliverable immediately upon fourteen (14) days written notice to Contractor without reason, penalty, or breach of this Agreement, notwithstanding that Contractor is in compliance with all delivery, performance, or other requirements. In the event of any such termination, Contractor shall be compensated for any Services properly performed prior to the effective date of the termination, but any compensation allocated to Services that were yet to be rendered with regard to any canceled aspect of the Services shall then be eliminated. Termination under this Section shall not affect the license granted in Section 3 (Licensed Software), which shall continue in perpetuity.	Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No" ----- If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes." ----- Contractor will not agree to County's right to terminate for convenience. County may terminate the Agreement for Contractor's material breach. In addition, Contractor will offer a 6-month money back guarantee at the start of the Agreement.	Termination for Convenience County may terminate this Agreement, in whole or in part, or any Statement of Work, Service, or Deliverable immediately upon fourteen (14) days written notice to Contractor without reason, penalty, or breach of this Agreement, notwithstanding that Contractor is in compliance with all delivery, performance, or other requirements. In the event of any such termination, Contractor shall be compensated for any Services properly performed prior to the effective date of the termination, but any compensation allocated to Services that were yet to be rendered with regard to any canceled aspect of the Services shall then be eliminated. Termination under this Section shall not affect the license granted in Section 3 (Licensed Software), which shall continue in perpetuity.
27.5 (a)	Termination for Improper Consideration County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to Contractor's performance pursuant to this Agreement. In the event of such termination, County shall be entitled to pursue the	Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No" ----- If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes." -----	Termination for Improper Consideration County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to Contractor's performance pursuant to this Agreement. In the event of such termination, County shall be entitled to pursue the

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	same remedies against Contractor as it could pursue in the event of default by Contractor.		same remedies against Contractor as it could pursue in the event of default by Contractor.
27.5 (b)	Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Fraud Hotline at (800) 544-6861 or www.lacountyfraud.org.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <p>-----</p> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <p>_____</p>	Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Fraud Hotline at (800) 544-6861 or www.lacountyfraud.org.
27.5 (c)	Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <p>-----</p> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <p>_____</p>	Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.
27.6	Effect of Termination	Do you accept this provision?	Effect of Termination

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	Upon expiration or termination of this Agreement, in whole or in part, or any Statement of Work, Service, or Deliverable, unless otherwise specified by County in writing:	<input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No" <hr/> <p align="center">If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p align="center">"Deliverable" is not part of this provision.</p>	Upon expiration or termination of this Agreement, in whole or in part, or any Statement of Work, or Service, or Deliverable , unless otherwise specified by County in writing:
27.6 (a)	Contractor and County shall continue the performance of this Agreement to the extent not terminated.	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p align="center">If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p align="center">Contractor inserted its post-termination language.</p>	<u>Immediately following the termination of this Agreement pursuant to this Section 27, County will cease to use the suite of Licensed Software Assets in the conduct of its business except to make an archival copy of data previously processed using the suite of Licensed Software Assets and to convert such data so that it may be processed by the software used to replace the Programs. Unless this Agreement otherwise provides, within five (5) calendar days of the termination of this Agreement, County will return to Contractor all physical embodiments of the suite of Licensed Software Assets and will continue to maintain the confidentiality thereof. Contractor and County shall continue the performance of this Agreement to the extent not terminated.</u>
27.6 (b)	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.	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/>	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.

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		<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This provision is covered above in Section 27.6(a).</p>	
27.6 (c)	County will pay to Contractor all sums due to Contractor for Services properly performed through the effective date of such expiration or termination (prorated as appropriate).	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This provision is not applicable. Contractor requires annual payment up front for each contract year.</p>	County will pay to Contractor all sums due to Contractor for Services properly performed through the effective date of such expiration or termination (prorated as appropriate).
27.6 (d)	Contractor shall return to County all monies paid by County, yet unearned by Contractor, including any prepaid Support Services Fees, if applicable.	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your</p>	Contractor shall return to County all monies paid by County, yet unearned by Contractor, including any prepaid Support Services Fees, if applicable.

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		<p>proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This provision is not applicable. Contractor requires annual payment up front for each contract year.</p>	
27.6 (e)	Notwithstanding the foregoing, upon termination for default pursuant to Section 27.2 (Termination for Material Breach) during Implementation Services, Contractor shall return all monies paid by County to Contractor during such Implementation Services, and County will return to Contractor all products of such terminated Implementation Services, subject to continued use as needed to maintain operations, to ensure health care to County’s patients is not negatively impacted, and otherwise mitigate damages during an orderly transition to alternative systems.	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>If Contractor is in default, it shall return all unused implementation fees</p>	Notwithstanding the foregoing, upon termination for default pursuant to Section 27.2 (Termination for Material Breach) if such default occurred during Implementation Services, Contractor shall return all unused monies paid by County to Contractor during such Implementation Services, and County will return to Contractor all products of such terminated Implementation Services, subject to Section 27.6(a) continued use as needed to maintain operations, to ensure health care to County’s patients is not negatively impacted, and otherwise mitigate damages during an orderly transition to alternative systems.
27.6 (f)	County shall have the rights set forth in Section 3 (Licensed Software) and Section 4 (Escrow of Source Materials) to access and use the Source Material as set forth therein, including without limitation the right to modify all source and object code versions of the Licensed Software after such time as one of the Release Conditions described in Section 4.1 (Escrow Agent and Release Conditions) has	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your</p>	County shall have the rights set forth in Section 3 (Licensed Software) and Section 4 (Escrow of Source Materials) to access and use the EscrowSource Materials as set forth therein, including without limitation the right to modify all source and object code versions of the Licensed Software after such time as one of the R elease C onditions described in Section 4.1 (Escrow Agent and Release

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	occurred which would permit County to use the Source Material.	<p>proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>The escrow terms were updated to make consistent with Section 4.1 above.</p>	Conditions) has occurred which would permit County to use the Escrow <u>Source</u> Materials.
27.6 (g)	Upon termination by County for default pursuant to Section 27.2 (Termination for Material Breach) or for insolvency pursuant to Section 27.1 (Termination for Insolvency), County shall have the right to procure, upon such terms and in such a manner as County may deem appropriate, goods, services, and other Services, similar to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs incurred by County, as determined by County, to procure and furnish such similar goods, services and other Services.	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Contractor will not be liable to provide County with the Licensed Software Assets or services beyond termination of the Agreement.</p>	<p>Upon termination by County for default pursuant to Section 27.2 (Termination for Material Breach) or for insolvency pursuant to Section 27.1 (Termination for Insolvency), County shall have the right to procure, upon such terms and in such a manner as County may deem appropriate, goods, services, and other Services, similar to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs incurred by County, as determined by County, to procure and furnish such similar goods, services and other Services.</p>
27.6 (h)	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.	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your</p>	<p>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. <u>For the avoidance of doubt, except in instances where this</u></p>

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		<p>proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Only those obligations set forth in this Agreement will survive expiration or termination of the Agreement.</p>	<p><u>Agreement is terminated as a direct result of Contractor’s material breach nothing in this Agreement will relieve the County of its obligations to pay the fees outlined in Exhibit C for the full Commitment Period. Subject to the foregoing, County must remit to Contractor the fees outlined in Exhibit C during the Commitment Period even if the Agreement terminates prior to the end of the Commitment Period.</u></p>
27.6 (i)	In the case of expiration or termination of the Agreement, (a) all Statement(s) of Work that have not been completed shall be deemed terminated in accordance with this Section 27 (Termination) as of the effective date of such termination and (b) the Support Term shall be deemed terminated.	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This provision is not applicable to the Agreement.</p>	<p>In the case of expiration or termination of the Agreement, (a) all Statement(s) of Work that have not been completed shall be deemed terminated in accordance with this Section 27 (Termination) as of the effective date of such termination and (b) the Support Term shall be deemed terminated.</p>
27.6 (j)	Contractor understands and agrees that County has obligations that it cannot satisfy without use of the Licensed Software 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 people it serves. Therefore, Contractor agrees that in the event of any expiration or termination of this Agreement, Contractor shall fully cooperate with County in the transition of County to a new system, toward the end	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your</p>	<p>Contractor understands and agrees that County has obligations that it cannot satisfy without use of the Licensed Software 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 people it serves. Therefore, Contractor agrees that in the event of any expiration or termination of this Agreement, Contractor shall fully cooperate with County in the transition of County to a new system, toward the end</p>

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	that there be no interruption of County’s day to day operations due to the unavailability of the Licensed Software during such transition, as provided in Section 27.7 (Termination Transition Services).	<p>proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Contractor does not agree with its post-termination/expiration obligations in this provision. County’s post-termination/expiration obligations are set forth in Section 27.6(a).</p>	that there be no interruption of County’s day to day operations due to the unavailability of the Licensed Software during such transition, as provided in Section 27.7 (Termination Transition Services).
27.6 (k)	Contractor shall promptly return to County any and all Confidential Information, including County Data and Work Product, that relate to that portion of the Agreement and Services terminated by County.	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>“Work Product” is not applicable under this provision.</p>	Contractor shall promptly return to County any and all Confidential Information, including County Data and Work Product , that relate to that portion of the Agreement and Services terminated by County.
27.7	Termination Transition Services Upon the expiration of this Agreement or its termination by either Party for any reason, including the breach of this Agreement by the other Party, the rights of County shall in any and all events be provided as set forth in this Section 27.7 (Termination Transition Services). Unless the Parties	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your</p>	Termination Transition Services Upon the expiration of this Agreement or its termination by either Party for any reason, including the breach of this Agreement by the other Party, the rights of County shall in any and all events be provided as set forth in this Section 27.7 (Termination Transition Services). Unless the Parties

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	<p>have specifically agreed upon a termination transition plan prior to the time of termination (the “Termination Transition Plan”), the rights of County upon any termination shall be as set forth in this Section 27.7 (Termination Transition Services). If a Termination Transition Plan has been agreed to, then the rights of County upon any expiration or termination of this Agreement shall be as set forth in the most recent Approved Termination Transition Plan, and also as set forth in this Section 27.7 (Termination Transition Services). In the event of any inconsistency between this Section 27.7 (Termination Transition Services) and the applicable Termination Transition Plan, this Section 27.7 (Termination Transition Services) shall govern. If no Termination Transition Plan has been agreed to by the Parties at the time of any expiration or termination of this Agreement, then Contractor shall continue to perform the services under the Agreement, at performance standards and Service Levels in effect at the time of termination or expiration, as well as the termination transition services, which services shall be provided as set forth in this Section 27.7 (Termination Transition Services). Contractor shall provide County with all of the services and all of the termination transition services as provided in this Section 27.7 (Termination Transition Services) and in the then most recent version of the Termination Transition Plan, if any. The duty of Contractor to provide such services shall be conditioned on County continuing to comply with its obligations under the Agreement, including payment of all fees. Contractor shall have no right to withhold or limit its performance or any of such termination transition services on the basis of any alleged breach of this Agreement by County, other than a failure by County to timely pay the amounts due hereunder during the termination transition period. County shall have the right to seek specific performance of this Section 27.7 (Termination Transition Services) in any court of competent jurisdiction and Contractor hereby waives any defense that damages are an adequate remedy. Compliance with this Section 27.7 (Termination Transition Services) by either Party shall not</p>	<p>proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Transition assistance is available unless the agreement terminates due to County’s nonpayment of invoices.</p>	<p>have specifically agreed upon a termination transition plan prior to the time of termination (the “Termination Transition Plan”), the rights of County upon any termination shall be as set forth in this Section 27.7 (Termination Transition Services). If a Termination Transition Plan has been agreed to, then the rights of County upon any expiration or termination of this Agreement shall be as set forth in the most recent Approved Termination Transition Plan, and also as set forth in this Section 27.7 (Termination Transition Services). In the event of any inconsistency between this Section 27.7 (Termination Transition Services) and the applicable Termination Transition Plan, this Section 27.7 (Termination Transition Services) shall govern. If no Termination Transition Plan has been agreed to by the Parties at the time of any expiration or termination of this Agreement, then Contractor shall continue to perform the services under the Agreement, at performance standards and Service Levels in effect at the time of termination or expiration, as well as the termination transition services, which services shall be provided as set forth in this Section 27.7 (Termination Transition Services) <u>in exchange for payment of subscription fees to use the Services.</u> Contractor shall provide County with all of the services and all of the termination transition services as provided in this Section 27.7 (Termination Transition Services) and in the then most recent version of the Termination Transition Plan, if any. The duty of Contractor to provide such services shall be conditioned on County continuing to comply with its obligations under the Agreement, including payment of all fees. Contractor shall have no right to withhold or limit its performance or any of such termination transition services on the basis of any alleged breach of this Agreement by County, other than a failure by County to timely pay the amounts due hereunder during the termination transition period. County shall have the right to seek specific performance of this Section 27.7 (Termination Transition Services) in any court of competent jurisdiction and Contractor hereby waives any defense that damages are an adequate remedy.</p>

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	constitute a waiver or estoppel with regard to any rights or remedies available to the Parties. Contractor will (a) meet with County as soon as practicable after a notice of termination or notice of a decision to not extend this Agreement has been given, to discuss any potential modifications to the then most current Termination Transition Plan, if any, (b) use all commercially reasonable efforts to assist County in effecting a transition of the services provided by Contractor hereunder, in accordance with Contractor’s Best Practices, to County or another vendor chosen by County, and (c) be compensated for transition related services and costs by payment by County in accordance with the rates set forth in this Agreement. Contractor will provide termination transition services for a period defined in the Termination Transition Plan, if any, but in no event less than six (6) months following the expiration or termination of this Agreement. Thereafter, Contractor shall provide extensions of transition support services as requested by County in serial thirty (30) calendar day extension terms for up to an additional twelve (12) months. The total period of termination transition services, including all extensions provided for herein, shall not exceed eighteen (18) months.		Compliance with this Section 27.7 (Termination Transition Services) by either Party shall not constitute a waiver or estoppel with regard to any rights or remedies available to the Parties. Contractor will (a) meet with County as soon as practicable after a notice of termination or notice of a decision to not extend this Agreement has been given, to discuss any potential modifications to the then most current Termination Transition Plan, if any, (b) use all commercially reasonable efforts to assist County in effecting a transition of the services provided by Contractor hereunder, in accordance with Contractor’s Best Practices, to County or another vendor chosen by County, and (c) be compensated for transition related services and costs by payment by County in accordance with the rates set forth in this Agreement. Contractor will provide termination transition services for a period defined in the Termination Transition Plan, if any, but in no event less than six (6) months following the expiration or termination of this Agreement. Thereafter, Contractor shall provide extensions of transition support services as requested by County in serial thirty (30) calendar day extension terms for up to an additional twelve (12) months. The total period of termination transition services, including all extensions provided for herein, shall not exceed eighteen (18) months. Transition Services will not be available to County should the Agreement terminate due to County’s nonpayment of invoices.
27.8	Survival The following Sections shall survive any termination or expiration of this Agreement: Sections 3.1 (License Grant) (except in the event of termination for breach by County of Sections 3 (Licensed Software), 18 (Intellectual Property), or 19 (Confidentiality)), 9.13 (Approval of Key Deliverables), 15.5 (No Payment for Services Provided Following Expiration/Termination of Agreement), 15.10 (Record Retention and Inspection/Audit Settlement), 15.14 (Verification of Licensee Costs By Government), 16 (Independent Contractor), 17.1 (Contractor’s Warranties),	Do you accept this provision? <input type="checkbox"/> “Yes” or <input type="checkbox"/> “No” If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”	Survival The following Sections shall survive any termination or expiration of this Agreement: Sections 3.1 (License Grant) (except in the event of termination for breach by County of Sections 3 (Licensed Software), 18 (Intellectual Property), or 19 (Confidentiality)), 9.13 (Approval of Key Deliverables) , 15.5 (No Payment for Services Provided Following Expiration/Termination of Agreement), 15.10 (Record Retention and Inspection/Audit Settlement), 15.14 (Verification of Licensee Costs By Government), 16 (Independent Contractor), 17.1 (Contractor’s Warranties),

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	18 (Intellectual Property), 19 (Confidentiality), 23 (Indemnification), 24.3.7 (Claims Made Coverage), 25 (Withhold Remedy), 27.6 (Effect of Termination), 27.7 (Termination Transition Services), 27.8 (Survival), and 29 (Miscellaneous), 4 (In-House Solution) of Exhibit M (Additional Hosting Services Terms and Conditions), 5.2 (Services Not To Be Withheld or Suspended) of Exhibit M (Additional Hosting Services Terms and Conditions), 6 (Confidentiality) of Exhibit M (Additional Hosting Services Terms and Conditions), and 9.11 (Force Majeure Not Applicable) of Exhibit M (Additional Hosting Services Terms and Conditions).		18 (Intellectual Property), 19 (Confidentiality), 23 (Indemnification), 24.3.7 (Claims Made Coverage), 25 (Withhold Remedy), 27.6 (Effect of Termination), 27.7 (Termination Transition Services), 27.8 (Survival), and 29 (Miscellaneous), 4 (In-House Solution) of Exhibit M (Additional Hosting Services Terms and Conditions), 5.2 (Services Not To Be Withheld or Suspended) of Exhibit M (Additional Hosting Services Terms and Conditions), 6 (Confidentiality) of Exhibit M (Additional Hosting Services Terms and Conditions), and 9.11 (Force Majeure Not Applicable) of Exhibit M (Additional Hosting Services Terms and Conditions).
SECTION 28. (MULTI-VENDOR ENVIRONMENT)			
28.1	Cross-over Issues Contractor acknowledges that it will be delivering the Services in a multi-vendor environment, with County and County Designee(s) providing services relating to County Systems. 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 actively provide and support tasks associated with operating and maintaining a collaborative approach to Cross-Over Issues in the same manner as if the Service relevant to the Cross-Over Issue was being provided in-house by County rather than by Contractor.	Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No” <hr/> If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.” <u>This is not applicable to us as we would never collaborate with other providers that County is using.</u>	Cross-over Issues Contractor acknowledges that it will be delivering the Services in a multi-vendor environment, with County and County Designee(s) providing services relating to County Systems. 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 actively provide and support tasks associated with operating and maintaining a collaborative approach to Cross-Over Issues in the same manner as if the Service relevant to the Cross-Over Issue was being provided in-house by County rather than by Contractor. NOT APPLICABLE.
28.2	Service Interdependencies Contractor shall use commercially reasonable efforts to identify all work efforts and Deliverables of which Contractor has knowledge, whether performed by Contractor, subcontractors, Contractor third party	Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No” <hr/> If “No,” state clearly your objection(s) to the specific	Service Interdependencies [INTENTIONALLY DELETED.] Contractor shall use commercially reasonable efforts to identify all work efforts and Deliverables of which Contractor has knowledge, whether performed by Contractor, subcontractors,

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	<p>vendors, County, or County Designee(s) 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 Services in accordance with the Specifications. Contractor shall implement processes to ensure 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 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.</p>	<p>concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This provision is not applicable to the Agreement.</p>	<p>Contractor third-party vendors, County, or County Designee(s) 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 Services in accordance with the Specifications. Contractor shall implement processes to ensure 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 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.</p>
28.3	<p>Critical Path Escalation Issues</p> <p>Critical Path Escalation Issues shall be identified and described in detail by Contractor or County (as appropriate) in writing and delivered electronically by one Party’s Project Manager or Project Director to the other Party’s Project Manager or Project Director. The Contractor Project Director and the County Project Director shall seek to resolve the issue(s) or implement a mutually agreed to corrective action plan and notify the County Project Director or designee and Contractor Project</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p>	<p>Critical Path Escalation Issues</p> <p>[INTENTIONALLY DELETED.] Critical Path Escalation Issues shall be identified and described in detail by Contractor or County (as appropriate) in writing and delivered electronically by one Party’s Project Manager or Project Director to the other Party’s Project Manager or Project Director. The Contractor Project Director and the County Project Director shall seek to resolve the issue(s) or implement a mutually agreed to corrective action plan and notify the County Project Director or designee and</p>

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	<p>Director the escalation process has been initiated. If an agreed to resolution or corrective action plan as to a Critical Path Escalation Issue is not achieved by the second (2nd) Business Day after the date of delivery of the issue by Contractor or County (as appropriate), the issues shall be escalated to the County Project Director or designee and Contractor Project Director. Escalation requires that the Contractor Project Director and the County Project Director frame the escalated issue(s) concisely and submit a jointly prepared document that identifies areas of agreement, remaining areas of disagreement, resolution recommendations of each Party, and all relevant supporting information developed by the Parties relating to the Critical Path Escalation Issue. The County Project Director or designee and Contractor Project Director shall have a telephonic or in person conference to reach final resolution within two (2) Business Days after the joint escalation memorandum has been submitted.</p>	<p>Contractor has set forth Response and Resolution procedures in Section 9.7.</p>	<p>Contractor Project Director the escalation process has been initiated. If an agreed to resolution or corrective action plan as to a Critical Path Escalation Issue is not achieved by the second (2nd) Business Day after the date of delivery of the issue by Contractor or County (as appropriate), the issues shall be escalated to the County Project Director or designee and Contractor Project Director. Escalation requires that the Contractor Project Director and the County Project Director frame the escalated issue(s) concisely and submit a jointly prepared document that identifies areas of agreement, remaining areas of disagreement, resolution recommendations of each Party, and all relevant supporting information developed by the Parties relating to the Critical Path Escalation Issue. The County Project Director or designee and Contractor Project Director shall have a telephonic or in person conference to reach final resolution within two (2) Business Days after the joint escalation memorandum has been submitted.</p>
SECTION 29. (MISCELLANEOUS)			
29.1 (a)	<p>Force Majeure</p> <p>Neither Party shall be liable for such Party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such Party or any of such Party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such Party (such events are referred to in this sub-paragraph as "Force Majeure Events").</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p>	<p>Force Majeure</p> <p>Neither Party shall be liable for such Party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such Party or any of such Party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such Party (such events are referred to in this sub-paragraph as "Force Majeure Events").</p>

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29.1 (b)	Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a Force Majeure Event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Section 29.1 (Force Majeure), the term “subcontractor” and “subcontractors” mean subcontractors at any tier.	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This provision is not applicable to this Agreement since Contractor will not be using subcontractors.</p>	<p>Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a Force Majeure Event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Section 29.1 (Force Majeure), the term “subcontractor” and “subcontractors” mean subcontractors at any tier.</p>
29.1 (c)	In the event Contractor’s failure to perform arises out of a Force Majeure Event, Contractor agrees to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such Force Majeure Event.	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This provision is not applicable to this Agreement.</p>	<p>In the event Contractor’s failure to perform arises out of a Force Majeure Event, Contractor agrees to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such Force Majeure Event.</p>
29.1 (d)	In the event a Force Majeure Event continues for more than five (5) business days, County may terminate this	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p>	<p>In the event a Force Majeure Event continues for more than five (5)<u>thirty (30)</u> business days, County may</p>

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	Agreement by providing written notice to Contractor. Notwithstanding the foregoing, a Force Majeure Event will not relieve Contractor of its obligations under Sections 11 (Service Levels), 19 (Confidentiality), 20 (Security), and 22 (Disaster Recovery/Business Continuity) or any Service Levels expressly identified in a Statement of Work.	<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Contractor needs to extend this time period to 30 days. Service Levels may be impacted due to a force majeure event.</p>	terminate this Agreement by providing written notice to Contractor. Notwithstanding the foregoing, a Force Majeure Event will not relieve Contractor of its obligations under Sections 11 (Service Levels), 19 (Confidentiality), 20 (Security), and 22 (Disaster Recovery/Business Continuity) or any Service Levels expressly identified in a Statement of Work.
29.2	<p>UCITA; Self-help Remedies</p> <p>The Uniform Computer Information Transactions Act (“UCITA”) shall not apply to this Agreement regardless of when and howsoever adopted, enacted and further amended under the laws of any jurisdiction whose laws may be deemed to apply. In the event that UCITA is adopted and enacted in California or any other jurisdiction whose laws may be deemed to apply and, as a result of such adoption and enactment or any subsequent amendment thereto, the Parties are required to take any action to effectuate the result contemplated by this provision, including amending this Agreement, the Parties agree to take such action as may be reasonably required, including amending this Agreement accordingly. Contractor expressly waives any rights it may have under any applicable law to exercise any means of self-help, electronic or otherwise, with respect to any software provided hereunder, including any self-help remedies provided for under UCITA regardless of when and howsoever adopted, enacted or further amended under the laws of any jurisdiction whose laws may be deemed to apply.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p>	<p>UCITA; Self-help Remedies</p> <p>The Uniform Computer Information Transactions Act (“UCITA”) shall not apply to this Agreement regardless of when and howsoever adopted, enacted and further amended under the laws of any jurisdiction whose laws may be deemed to apply. In the event that UCITA is adopted and enacted in California or any other jurisdiction whose laws may be deemed to apply and, as a result of such adoption and enactment or any subsequent amendment thereto, the Parties are required to take any action to effectuate the result contemplated by this provision, including amending this Agreement, the Parties agree to take such action as may be reasonably required, including amending this Agreement accordingly. Contractor expressly waives any rights it may have under any applicable law to exercise any means of self-help, electronic or otherwise, with respect to any software provided hereunder, including any self-help remedies provided for under UCITA regardless of when and howsoever adopted, enacted or further amended under the laws of any jurisdiction whose laws may be deemed to apply.</p>

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29.3 (a)	<p>Notices</p> <p>All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the Parties at the following addresses and delivered: (i) by hand with signed receipt; (ii) by first class registered or certified United States mail, postage prepaid; or (iii) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified United States mail, postage prepaid. Notices shall be deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, or on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing. Addresses may be changed by either Party by giving ten (10) days prior written notice thereof to the other Party.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p>	<p>Notices</p> <p>All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the Parties at the following addresses and delivered: (i) by hand with signed receipt; (ii) by first class registered or certified United States mail, postage prepaid; or (iii) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified United States mail, postage prepaid. Notices shall be deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, or on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing. Addresses may be changed by either Party by giving ten (10) days prior written notice thereof to the other Party.</p>
29.3 (b)	<p>The County Project Director shall have the authority to issue all notices or demands which are required or permitted to be issued by County under this Agreement.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p>	<p>The County Project Director shall have the authority to issue all notices or demands which are required or permitted to be issued by County under this Agreement.</p>
29.3 (c)	<p>All notices shall be sent by one of the methods specified above, to the following:</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p>	<p>All notices shall be sent by one of the methods specified above, to the following:</p>

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		<p align="center">-----</p> <p align="center">If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <p align="center">-----</p>	
29.3 (c) (i)	To County, notices shall be sent to the attention of the County Project Director at the respective addresses specified in Exhibit W (County Key Personnel).	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <p align="center">-----</p> <p align="center">If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <p align="center">-----</p>	To County, notices shall be sent to the attention of the County Project Director at the respective addresses specified in Exhibit W (County Key Personnel).
29.3 (c) (ii)	To Contractor, notices shall be sent to the attention of the Contractor Project Manager at the address specified in Exhibit J (Contractor Key Employees).	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <p align="center">-----</p> <p align="center">If “No,” state clearly your objection(s) to the specific concept(s) below and provide your</p>	To Contractor, notices shall be sent to the attention of the Contractor CEO Project Manager at the address specified in Exhibit J (Contractor Key Employees).

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		<p>proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Contractor would like any notices from County to be sent to Contractor’s CEO.</p>	
29.3 (d)	Each Party may change the names of the people designated to receive notices pursuant to this Section 29.3 (Notices) by giving written notice of the change to the other Party, subject to County’s right of Approval in accordance with Exhibit T (Project Team and Governance).	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p>	Each Party may change the names of the people designated to receive notices pursuant to this Section 29.3 (Notices) by giving written notice of the change to the other Party, subject to County’s right of Approval in accordance with Exhibit T (Project Team and Governance).
29.4 (a)	<p>Interpretation</p> <p>All Exhibits, Statements of Work, Attachments, and Schedules that are referenced herein and appended hereto, or are signed by the Parties on or after the date of this Agreement and by their express terms are to be part of this Agreement, are hereby incorporated by reference. The Exhibits, Statements of Work, Attachments, and Schedules set forth in the Exhibit list above are attached hereto and incorporated herein.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p>	<p>Interpretation</p> <p>All Exhibits, Statements of Work, Attachments, and Schedules that are referenced herein and appended hereto, or are signed by the Parties on or after the date of this Agreement and by their express terms are to be part of this Agreement, are hereby incorporated by reference. The Exhibits, Statements of Work, Attachments, and Schedules set forth in the Exhibit list above are attached hereto and incorporated herein.</p>

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29.4 (b)	In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, subtask, Deliverable, goods, service, or other Service, or otherwise, between or among any of the body of this Agreement (For purposes of determining conflicts between parts of this Agreement, Exhibit M (Additional Hosting Services Terms and Conditions) shall be deemed to be part of the body of this Agreement), Statements of Work, Exhibits, Attachments, and Schedules, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement, and then to the Statements of Work, Exhibits, Attachments, and Schedules according to the following descending priority:	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>"Deliverables" is not applicable under this provision.</p>	In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, subtask, Deliverable , goods, service, or other Service, or otherwise, between or among any of the body of this Agreement (For purposes of determining conflicts between parts of this Agreement, Exhibit M (Additional Hosting Services Terms and Conditions) shall be deemed to be part of the body of this Agreement), Statements of Work, Exhibits, Attachments, and Schedules, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement, and then to the Statements of Work, Exhibits, Attachments, and Schedules according to the following descending priority:
29.4 (b) (i)	Exhibit G (Glossary);	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Exhibit G (Glossary);

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29.4 (b) (ii)	Exhibit A (Statement of Work);	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p>	Exhibit A (Statement of Work);
29.4 (b) (iii)	Exhibit E (Service Levels and Performance Standards);	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p>	Exhibit E (Service Levels and Performance Standards);
29.4 (b) (iv)	Exhibit C (Fees; Contractor Professional Services Rates);	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p>	Exhibit C (Fees; Contractor Professional Services Rates);

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		<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	
29.4 (b) (v)	Contractor’s response to the RFP; and	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Contractor’s responses to the RFP will not factor into the priority order of the Agreement.</p>	Contractor’s response to the RFP; and
29.4 (b) (vi)	All other Exhibits, Attachments and Schedules.	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your</p>	All other Exhibits, Attachments and Schedules.

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		<p>proposed revision in the adjacent column using “track changes.”</p> <hr/>	
29.4 (c)	<p>When an industry standard or commonly referenced business process (such as HL7 protocols, SSAE 18 Type II or AT 101 Type II audits or ISO-17799 standards) referenced in this Agreement, is succeeded by a differently named or numbered standard or process, that successor standard or process is incorporated herein as if it were referenced by its new name or number in this Agreement.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <p>-----</p> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>When an industry standard or commonly referenced business process (such as HL7 protocols, SSAE 18 Type II or AT 101 Type II audits or ISO-17799 standards) referenced in this Agreement, is succeeded by a differently named or numbered standard or process, that successor standard or process is incorporated herein as if it were referenced by its new name or number in this Agreement.</p>
29.5	<p>Entire Agreement</p> <p>This Agreement and the Statements of Work, Exhibits, Attachments, and Schedules to this Agreement, as to its subject matter, exclusively and completely states the rights, duties, and obligations of the Parties, and supersedes any and all prior and contemporaneous representations, letters, proposals, discussions, agreements, and understandings, whether written or oral, by or between the Parties. This Agreement may only be amended in a writing signed by both Parties in accordance with Section 13 (Changes to Agreement). The Parties, by their representatives signing below, agree with the terms</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <p>-----</p> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>Entire Agreement</p> <p>This Agreement and the Statements of Work, Exhibits, Attachments, and Schedules to this Agreement, as to its subject matter, exclusively and completely states the rights, duties, and obligations of the Parties, and supersedes any and all prior and contemporaneous representations, letters, proposals, discussions, agreements, and understandings, whether written or oral, by or between the Parties. This Agreement may only be amended in a writing signed by both Parties in accordance with Section 13 (Changes to Agreement). The Parties, by their representatives signing below, agree with the terms</p>

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	of this Agreement. In particular, no shrink-wrap, click-wrap, or other terms and conditions or agreements (“ Additional Terms ”) provided with any products or software hereunder shall be binding on County, even if use of such products and software requires an affirmative “acceptance” of those Additional Terms before access is permitted. All such Additional Terms shall be of no force or effect and shall be deemed rejected by County in their entirety.		of this Agreement. In particular, no shrink-wrap, click-wrap, or other terms and conditions or agreements (“ Additional Terms ”) provided with any products or software hereunder shall be binding on County, even if use of such products and software requires an affirmative “acceptance” of those Additional Terms before access is permitted. All such Additional Terms shall be of no force or effect and shall be deemed rejected by County in their entirety.
29.6	<p>Waivers</p> <p>No waiver by County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.</p>	<p>Do you accept this provision?</p> <p><input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This provision must be mutual.</p>	<p>Waivers</p> <p>No waiver by either PartyCounty of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of either PartyCounty to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.</p>
29.7	<p>Governing Law</p> <p>This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, without regard to its conflict of law provisions. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the Los Angeles County.</p>	<p>Do you accept this provision?</p> <p><input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p>	<p>Governing Law</p> <p>This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, without regard to its conflict of law provisions. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the Los Angeles County.</p>

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		Contractor is willing to accept California as governing law. However, Contractor prefers to go silent on jurisdiction.	
29.8 (a)	In the performance of this Agreement, Contractor shall comply with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>This provision should be mutual.</p>	In the performance of this Agreement, the Parties Contractor shall comply with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.
29.8 (b)	Contractor shall indemnify, defend, and hold harmless County, and its officers, employees, and agents, from and against any and all third party 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, or its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section 29.8 (Compliance with	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor's indemnification of County is covered in Section 23.</p>	Contractor shall indemnify, defend, and hold harmless County, and its officers, employees, and agents, from and against any and all third party 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, or its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section 29.8 (Compliance with

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	Applicable Laws) 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 other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.		Applicable Laws) 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 other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.
29.9	Required Certifications Contractor shall obtain and maintain in effect during the Term of this Agreement all licenses, permits, registrations, accreditations, and certificates required by all federal, State, and local laws, ordinances, rules, regulations, guidelines, and directives, which are applicable to Contractor's Services under this Agreement. Contractor shall further ensure that all of its officers, employees, agents, and subcontractors who perform services hereunder, shall obtain and maintain in effect during the Term of this Agreement all licenses, permits, registrations, accreditations and certificates which are applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation, and certificate required by all applicable federal, State, and local laws, ordinances, rules, regulations, guidelines, and directives shall be provided, in duplicate, to the County Project Director in accordance with Section 29.3 (Notices).	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <p>-----</p> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <p>-----</p> <p>Contractor cannot provide copies of these certificates.</p>	Required Certifications Contractor shall obtain and maintain in effect during the Term of this Agreement all licenses, permits, registrations, accreditations, and certificates required by all federal, State, and local laws, ordinances, rules, regulations, guidelines, and directives, which are applicable to Contractor's Services under this Agreement. Contractor shall further ensure that all of its officers, employees, agents, and subcontractors who perform services hereunder, shall obtain and maintain in effect during the Term of this Agreement all licenses, permits, registrations, accreditations and certificates which are applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation, and certificate required by all applicable federal, State, and local laws, ordinances, rules, regulations, guidelines, and directives shall be provided, in duplicate, to the County Project Director in accordance with Section 29.3 (Notices).
29.10	Construction All captions, paragraph, and section headings used in this Agreement are for reference purposes only and are not	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p>	Construction All captions, paragraph, and section headings used in this Agreement are for reference purposes only and are not

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	part of this Agreement, and shall not be used in construing this Agreement. Neither this Agreement nor any Statement of Work, Exhibit, Attachment, or Schedule will be construed in favor or against either Party by reason of the authorship of any provisions hereof.	<p align="center">-----</p> <p align="center">If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	part of this Agreement, and shall not be used in construing this Agreement. Neither this Agreement nor any Statement of Work, Exhibit, Attachment, or Schedule will be construed in favor or against either Party by reason of the authorship of any provisions hereof.
29.11	<p>Severability</p> <p>If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.</p>	<p>Do you accept this provision?</p> <p align="center"><input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <p align="center">-----</p> <p align="center">If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>Severability</p> <p>If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.</p>
29.12	<p>Agreement Drafted By All Parties</p> <p>This Agreement is the result of arm’s length negotiations between the Parties. Consequently, each Party has had the opportunity to receive advice from independent counsel of its own choosing. This Agreement shall be construed to have been drafted by all Parties such that any ambiguities in this Agreement shall not be construed against either Party.</p>	<p>Do you accept this provision?</p> <p align="center"><input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <p align="center">-----</p> <p align="center">If “No,” state clearly your objection(s) to the specific concept(s) below and provide your</p>	<p>Agreement Drafted By All Parties</p> <p>This Agreement is the result of arm’s length negotiations between the Parties. Consequently, each Party has had the opportunity to receive advice from independent counsel of its own choosing. This Agreement shall be construed to have been drafted by all Parties such that any ambiguities in this Agreement shall not be construed against either Party.</p>

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		<p>proposed revision in the adjacent column using “track changes.”</p> <hr/>	
29.13	<p>Counterparts This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the Parties as of the Effective Date at such time as all the signatories hereto have signed a counterpart of this Agreement.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <p>-----</p> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>Counterparts This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the Parties as of the Effective Date at such time as all the signatories hereto have signed a counterpart of this Agreement.</p>
29.14	<p>Days Unless expressly provided otherwise, all references to “days” refer to calendar days.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <p>-----</p> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>Days Unless expressly provided otherwise, all references to “days” refer to calendar days.</p>

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29.15 (Assignment and Delegation) 29.15.1 (a)	<p>Assignment by Contractor</p> <p>Contractor shall not assign, transfer or delegate its rights or obligations under this Agreement without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Section, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the Parties. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.</p>	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>This provision must be mutual. Also, County's payments to Contractor's delegate or assignee shall not be deducted from any claims which Contractor has against County. Such claims are completely separate from any assignment by Contractor to another party.</p>	<p>Assignment by Contractor</p> <p>Contractor Neither Party shall not assign, transfer or delegate its rights or obligations under this Agreement without the prior written consent of <u>the other Party</u>County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Section, <u>the non-assigning Party's</u>County consent shall require a written amendment to the Agreement, which is formally approved and executed by the Parties. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.</p>
29.15.1 (b)	<p>Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County</p>	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>This provision must be mutual.</p>	<p>Shareholders, partners, members, or other equity holders of <u>the assigning Party</u>Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of <u>the assigning Party</u>Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written</p>

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	in accordance with applicable provisions of this Agreement.		consent of the non-assigning PartyCounty in accordance with applicable provisions of this Agreement.
29.15.1 (c)	Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>This provision must be mutual.</p>	Any assumption, assignment, delegation, or takeover of any of the assigning Party'sContractor's duties, responsibilities, obligations, or performance of same by any entity other than the assigning PartyContractor , whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the non-assigning Party'sCounty's express prior written approval, shall be a material breach of this Agreement which may result in the termination of this Agreement. In the event of such termination, the non-assigning PartyCounty shall be entitled to pursue the same remedies against the assigning PartyContractor as it could pursue in the event of default by the assigning PartyContractor .
29.15.2	<p>Assignment By County</p> <p>This Agreement may be assigned in whole or in part by County, without the further consent of Contractor, to a party which is not a competitor of Contractor and which agrees in writing to perform County's obligations under this Agreement.</p>	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Assignment by County must be approved in writing by Contractor. Such assignment has been covered in the revised provisions. above.</p>	<p>Assignment By County</p> <p>[INTENTIONALLY DELETED.]This Agreement may be assigned in whole or in part by County, without the further consent of Contractor, to a party which is not a competitor of Contractor and which agrees in writing to perform County's obligations under this Agreement.</p>

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29.16	Cooperation In Regulatory Compliance Contractor shall reasonably cooperate with County with regard to regulatory compliance matters relating to the Licensed Software, Services, and/or Deliverables. Such cooperation shall include, but is not limited to, the following: (a) responding in good faith to reasonable requests to change or modify this Agreement as set forth in Section 13 (Changes to Agreement) as it relates to County's regulatory compliance; and (b) providing documentation, including system audit information and incident response reports, to validate ongoing compliance by Contractor with its security and confidentiality obligations hereunder. Additionally, on request by County, Contractor shall submit to County all, or any portion of, Work Product for County's review for regulatory compliance and shall not make the material publicly available until such time as County has provided its written authorization.	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor revised this provision to make it consistent with its compliance policy.</p>	Cooperation In Regulatory Compliance Contractor shall reasonably cooperate with County with regard to regulatory compliance matters relating to the Licensed Software, Services, and/or Deliverables . Such cooperation shall include, but is not limited to, the following: (a) responding in good faith to reasonable requests to change or modify this Agreement as set forth in Section 13 (Changes to Agreement) as it relates to County's regulatory compliance; and (b) providing documentation, including system audit information and <u>compliance certification letters such as SSAE and</u> incident response reports <u>related to County systems</u> , to validate ongoing compliance by Contractor with its security and confidentiality obligations hereunder. Additionally, on request by County, Contractor shall submit to County all, or any portion of, Work Product for County's review for regulatory compliance and shall not make the material publicly available until such time as County has provided its written authorization.
29.17	Terminology All personal pronouns used herein, whether used in the feminine, masculine, or neuter gender, shall include all other genders, and the singular shall include the plural and vice versa. Unless otherwise expressly stated, the words "herein," "hereof," and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Section, Subsection, or other subpart. The words "include," "includes," "included," "including," "without limitation," or the phrase "e.g." shall not be construed as terms of limitation and shall, in all instances, be interpreted as meaning "including, but not limited to."	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Terminology All personal pronouns used herein, whether used in the feminine, masculine, or neuter gender, shall include all other genders, and the singular shall include the plural and vice versa. Unless otherwise expressly stated, the words "herein," "hereof," and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Section, Subsection, or other subpart. The words "include," "includes," "included," "including," "without limitation," or the phrase "e.g." shall not be construed as terms of limitation and shall, in all instances, be interpreted as meaning "including, but not limited to."

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29.18	Electronic Signatures and Facsimiles Binding This Agreement and associated Statement(s) of Work and related documents may be accepted in electronic form (e.g., by an electronic or digital signature or other means of demonstrating assent) and Contractor’s acceptance will be deemed binding between the Parties. Contractor acknowledges and agrees it will not contest the validity or enforceability of this Agreement and associated Statement(s) of Work and related documents, including under any applicable statute of frauds, because they were accepted and/or signed in electronic form. Contractor further acknowledges and agrees that it will not contest the validity or enforceability of a signed facsimile copy of this Agreement and associated Statement(s) of Work and related documents on the basis that it lacks an original handwritten signature. Facsimile or electronic signatures shall be considered valid signatures as of the date hereof. Computer maintained records of a Party when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.	Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No” <hr/> If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.” <hr/>	Electronic Signatures and Facsimiles Binding This Agreement and associated Statement(s) of Work and related documents may be accepted in electronic form (e.g., by an electronic or digital signature or other means of demonstrating assent) and Contractor’s acceptance will be deemed binding between the Parties. Contractor acknowledges and agrees it will not contest the validity or enforceability of this Agreement and associated Statement(s) of Work and related documents, including under any applicable statute of frauds, because they were accepted and/or signed in electronic form. Contractor further acknowledges and agrees that it will not contest the validity or enforceability of a signed facsimile copy of this Agreement and associated Statement(s) of Work and related documents on the basis that it lacks an original handwritten signature. Facsimile or electronic signatures shall be considered valid signatures as of the date hereof. Computer maintained records of a Party when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.
29.19	Prohibition Against Inducement or Persuasion Notwithstanding the above, Contractor and County agree that, during the Term of this Agreement and for a period of one (1) year thereafter, neither Party shall in any way intentionally induce or persuade any employee of one Party to become an employee or agent of the other Party. No bar exists against any hiring action initiated through non-targeted solicitation in the ordinary course of business, which would include a public announcement.	Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No” <hr/> If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.” <hr/>	Prohibition Against Inducement or Persuasion Notwithstanding the above, Contractor and County agree that, during the Term of this Agreement and for a period of one (1) year thereafter, neither Party shall in any way intentionally induce or persuade any employee of one Party to become an employee or agent of the other Party. No bar exists against any hiring action initiated through non-targeted solicitation in the ordinary course of business, which would include a public announcement.

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29.20	Contractor Personnel Injuries In the event Contractor Personnel are injured or hurt while rendering the Services, whether onsite at County or otherwise, Contractor's workers compensation coverage shall be the exclusive remedy for the Contractor Personnel as it relates to County and neither the Contractor Personnel nor the relevant workers compensation insurer shall have any right to subrogation, contribution, or compensation from County. Further, Contractor hereby agrees to fully indemnify, defend, and/or hold harmless County and its directors, officers, agents, employees, members, subsidiaries, and successors in interest from any and all claims, demands, causes of action, damages, and injuries of whatsoever nature brought, claimed, or suffered by any Contractor Personnel relating to any such injuries or harm. Should County be required to bring an action against Contractor for Contractor's failure to meet the obligations described herein, County may seek recovery of all reasonable attorneys' fees and costs incurred in enforcing this provision.	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor cannot agree to this provision. County must be held liable for any injury by Contractor Personnel which is County's fault.</p>	Contractor Personnel Injuries [INTENTIONALLY DELETED.]In the event Contractor Personnel are injured or hurt while rendering the Services, whether onsite at County or otherwise, Contractor's workers compensation coverage shall be the exclusive remedy for the Contractor Personnel as it relates to County and neither the Contractor Personnel nor the relevant workers compensation insurer shall have any right to subrogation, contribution, or compensation from County. Further, Contractor hereby agrees to fully indemnify, defend, and/or hold harmless County and its directors, officers, agents, employees, members, subsidiaries, and successors in interest from any and all claims, demands, causes of action, damages, and injuries of whatsoever nature brought, claimed, or suffered by any Contractor Personnel relating to any such injuries or harm. Should County be required to bring an action against Contractor for Contractor's failure to meet the obligations described herein, County may seek recovery of all reasonable attorneys' fees and costs incurred in enforcing this provision.
29.21	Non-exclusivity Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Agreement shall not restrict County from acquiring similar, equal, or like goods and/or services from other entities or sources.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Non-exclusivity Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Agreement shall not restrict County from acquiring similar, equal, or like goods and/or services from other entities or sources.

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29.22	Conflict of Interest No County employee whose position with County enables such employee to influence the award of this Agreement or any competing contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the performance of work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work	Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No" <hr/> If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."	Conflict of Interest No County employee whose position with County enables such employee to influence the award of this Agreement or any competing contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the performance of work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work
29.23 (a)	Employment Eligibility Verification Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.	Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No" <hr/> If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."	Employment Eligibility Verification Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
29.23 (b)	Contractor shall indemnify, defend, and hold harmless, County, and its agents, officers, and employees from employer sanctions and any other liability which may be	Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"	Contractor shall indemnify, defend, and hold harmless, County, and its agents, officers, and employees from employer sanctions and any other liability which may be

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	assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.	<p align="center">If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.
29.24 (a)	<p>Public Records Act</p> <p>Any documents submitted by Contractor; all information obtained in connection with County’s right to audit and inspect Contractor’s documents, books, and accounting records pursuant to Section 15.10 (Record Retention and Inspection/Audit Settlement) of this Agreement; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Agreement, become the exclusive property of County. All such documents become a matter of public record and shall 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”. 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.</p>	<p>Do you accept this provision?</p> <p><input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p align="center">If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>Public Records Act</p> <p>Any documents submitted by Contractor; all information obtained in connection with County’s right to audit and inspect Contractor’s documents, books, and accounting records pursuant to Section 15.10 (Record Retention and Inspection/Audit Settlement) of this Agreement; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Agreement, become the exclusive property of County. All such documents become a matter of public record and shall 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”. 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.</p>
29.24 (b)	In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked “trade secret”, “confidential”, or	<p>Do you accept this provision?</p> <p><input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/>	In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked “trade secret”, “confidential”, or

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	“proprietary”, Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.	<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>County must be responsible for its own costs and expenses related to the Public Records Act.</p>	“proprietary”, Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.
29.25	<p>Contractor Performance During Civil Unrest and Disaster</p> <p>Contractor recognizes that County provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Agreement, including Section 29.1 (Force Majeure), full performance by Contractor during any riot, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible without related danger to Contractor’s or subcontractors’ employees and suppliers. During any such event in which the health or safety of any of Contractor’s staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p>	<p>Contractor Performance During Civil Unrest and Disaster</p> <p>Contractor recognizes that County provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Agreement, including Section 29.1 (Force Majeure), full performance by Contractor during any riot, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible without related danger to Contractor’s or subcontractors’ employees and suppliers. During any such event in which the health or safety of any of Contractor’s staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely.</p>
29.26		Contractor has inserted its standard IP language.	<u>County specifically recognizes that (i) Contractor owns the Proprietary Assets, (ii) the Proprietary Assets are of value to Contractor, and (iii) any unauthorized disclosure or use of the Licensed Software Assets will cause irreparable injury to Contractor and that actual damages may be difficult to ascertain, and in any event, may be inadequate. Accordingly, County agrees that in the event of any such</u>

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			<u>unauthorized disclosure or use, Contractor will be entitled to injunctive relief, without bond, in addition to such other legal and equitable remedies that may be available.</u>
29.27		Contractor has inserted its language re: online customer survey.	<u>County agrees to have at least one (1) County employee complete the following online surveys related to their experience with Contractor: (i) one post-implementation survey and (ii) semi-annual customer satisfaction surveys throughout the length of the Support Term.</u>
29.28		Contractor has inserted Anti-Kickback language.	<u>The prices in this Agreement reflect discounts. To the extent required by 42 C.F.R. § 1001.952(h) (the Anti-Kickback Statute discount safe harbor regulations) or other applicable laws and regulations, County must fully and accurately reflect in cost reports or other submissions to federal healthcare programs all such discounts and, upon request by the Secretary of the U.S. Department of Health and Human Services or a state agency, must make available information provided to County by Contractor concerning the discounts.</u>
29.29		Contractor has inserted FCPA language.	<u>County understands that Contractor is subject to the U.S. Foreign Corrupt Practices Act of 1977 (as amended) (the "FCPA") and therefore risks serious civil and criminal penalties if Contractor becomes involved in making payments in cash or in kind to foreign government officials, political candidates or political parties to obtain and maintain business. County acknowledges that it has reviewed and understands the FCPA as it relates to the Programs. Accordingly, County shall not offer, promise, or pay any money, gift or any other thing of value to any person for the purpose of influencing official governmental actions or decisions in obtaining or retaining business for Contractor or take any other action which would violate the FCPA. If County becomes aware of any violation of the FCPA related to the Programs, County hereby covenants and agrees to promptly report the details of such violation to Contractor.</u>
29.30		Contractor has added language that County and Contractor will meet	<u>The parties agree that they will conduct an executive level call at least once every six (6) months during the Support</u>

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		once every 6 months to discuss project goals, objectives and expectations to County's organization.	<u>Term to discuss project goals, objectives and expectations to the organization.</u>
SECTION 30. (ADDITIONAL COUNTY REQUIRED TERMS)			
30.1	Budget Reductions In the event that the County's Board of Supervisors adopts, in any fiscal year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the Term (including any extensions), and the Services to be provided by Contractor under this Agreement shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the Services set forth in this Agreement.	Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No" <hr/> If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes." <hr/> Fees cannot be lowered during the term of the agreement. The pricing granted assumes a 5-year commitment and given this is not a license model, our costs are spread over the 5 year term. We cannot agree to lower future year costs for this reason.	Budget Reductions In the event that the County's Board of Supervisors adopts, in any fiscal year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the Term (including any extensions), and the Services to be provided by Contractor under this Agreement shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the Services set forth in this Agreement <u>INTENTIONALLY DELETED.</u>
30.2 (a)	Compliance with Civil Rights Laws Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17); the Fair Employment and Housing Act, Government Code Section 12920-12922; and the Affirmative Action in County Agreements, Chapter 4.32 of the Los Angeles County Code to the end that no person shall, on the grounds of race,	Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No" <hr/> If "No," state clearly your objection(s) to the specific concept(s) below and provide your	Compliance with Civil Rights Laws Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17); the Fair Employment and Housing Act, Government Code Section 12920-12922; and the Affirmative Action in County Agreements, Chapter 4.32 of the Los Angeles County Code to the end that no person shall, on the grounds of race,

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	color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, discriminate against any person in the performance of this Agreement.	proposed revision in the adjacent column using “track changes.” 	color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, discriminate against any person in the performance of this Agreement.
30.2 (b)	Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable federal and state anti-discrimination laws and regulations.	Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No” ----- If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.” 	Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable federal and state anti-discrimination laws and regulations.
30.2 (c)	Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable federal and state anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other	Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No” ----- If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.” 	Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable federal and state anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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	forms of compensation, and selection for training, including apprenticeship.		
30.2 (d)	Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <p>-----</p> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <p>_____</p>	Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation.
30.2 (e)	Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and state laws and regulations to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, discriminate against any person in its performance of this Agreement or under any project, program, or activity supported by this Agreement.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <p>-----</p> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <p>_____</p>	Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and state laws and regulations to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, discriminate against any person in its performance of this Agreement or under any project, program, or activity supported by this Agreement.
30.2 (f)	Contractor shall allow County representatives access to Contractor's employment records during regular business	Do you accept this provision?	Contractor shall allow County representatives access to Contractor's employment records during regular business

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	hours to verify compliance with the provisions of this Section 30.2 (Compliance with Civil Rights Laws – Anti-Discrimination and Affirmative Action Laws) when so requested by County.	<input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No" <hr/> <p align="center">If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p align="center">Contractor employment records are confidential and cannot be released to County.</p>	hours to verify compliance with the provisions of this Section 30.2 (Compliance with Civil Rights Laws – Anti-Discrimination and Affirmative Action Laws) when so requested by County.
30.2 (g)	If County finds that any provisions of this Section 30.2 (Compliance with Civil Rights Laws – Anti-Discrimination and Affirmative Action Laws) have been violated, such violation shall constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated federal or state anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.	<p align="center">Do you accept this provision?</p> <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No" <hr/> <p align="center">If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p align="center">County is not qualified to determine if Contractor has violated the anti-discrimination provisions of this Agreement. The applicable federal and/or state agencies must solely make such determination.</p>	If County finds that any provisions of this Section 30.2 (Compliance with Civil Rights Laws – Anti-Discrimination and Affirmative Action Laws) have been violated, such violation shall constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated federal or state anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

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30.2 (h)	The Parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Agreement, County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor does not agree to paying liquidated damages to County for such violations.</p>	The Parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Agreement, County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.
30.2 (i)	Contractor shall certify to, and comply with, the provisions of Exhibit R (Contractor's EEO Certification).	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Contractor shall certify to, and comply with, the provisions of Exhibit R (Contractor's EEO Certification).
30.3	Recycled Bond Paper Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/>	Recycled Bond Paper Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County

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	landfills, Contractor agrees to use recycled-content paper to the maximum extent possible on this Agreement.	<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	landfills, Contractor agrees to use recycled-content paper to the maximum extent possible on this Agreement.
30.4 (Contractor Responsibility and Debarment) 30.4.1	<p>Responsible Contractor</p> <p>A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the Agreement. It is County’s policy to conduct business only with responsible contractors.</p>	<p>Do you accept this provision?</p> <p><input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>Responsible Contractor</p> <p>A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the Agreement. It is County’s policy to conduct business only with responsible contractors.</p>
30.4.2	<p>Chapter 2.202 of the Los Angeles County Code</p> <p>Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the Agreement, debar Contractor from bidding or proposing on, or being awarded, or performing work on County contracts for a</p>	<p>Do you accept this provision?</p> <p><input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>Chapter 2.202 of the Los Angeles County Code</p> <p>[INTENTIONALLY DELETED.] Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the Agreement, debar Contractor from bidding or proposing on, or being awarded, or performing work on County</p>

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	specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing Agreements Contractor may have with County.	Contractor would like to remove this provision. County has the right to terminate this Agreement for Contractor's material breach.	contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing Agreements Contractor may have with County.
30.4.3	Non-responsible Contractor County may debar Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County; (2) committed an act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against County or any other public entity.	Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No" If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes." Contractor would like to remove this provision. County has the right to terminate this Agreement for Contractor's material breach.	Non-responsible Contractor [INTENTIONALLY DELETED.]County may debar Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County; (2) committed an act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against County or any other public entity.
30.4.4 (a)	Contractor Hearing Board If there is evidence that Contractor may be subject to debarment, the Health Agency will notify Contractor in writing of the evidence, which is the basis for the proposed debarment, and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.	Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No" If "No," state clearly your objection(s) to the specific concept(s) below and provide your	Contractor Hearing Board [INTENTIONALLY DELETED.]If there is evidence that Contractor may be subject to debarment, the Health Agency will notify Contractor in writing of the evidence, which is the basis for the proposed debarment, and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

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		<p>proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Contractor would like to remove this provision. County has the right to terminate this Agreement for Contractor’s material breach.</p>	
30.4.4 (b)	The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and Contractor’s representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Health Agency shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Contractor would like to remove this provision. County has the right to terminate this Agreement for Contractor’s material breach.</p>	<p>The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and Contractor’s representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Health Agency shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.</p>
30.4.4 (c)	After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your</p>	<p>After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right</p>

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	to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.	<p>proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Contractor would like to remove this provision. County has the right to terminate this Agreement for Contractor’s material breach.</p>	to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
30.4.4 (d)	If Contractor has been debarred for a period longer than five (5) years, Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Contractor would like to remove this provision. County has the right to terminate this Agreement for Contractor’s material breach.</p>	[INTENTIONALLY DELETED.]If Contractor has been debarred for a period longer than five (5) years, Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
30.4.4 (e)	The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/>	The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one

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	or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.	<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Contractor would like to remove this provision. County has the right to terminate this Agreement for Contractor’s material breach.</p>	or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
30.4.4 (f)	The Contractor Hearing Board’s proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Contractor would like to remove this provision. County has the right to terminate this Agreement for Contractor’s material breach.</p>	The Contractor Hearing Board’s proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
30.5	County’s Quality Assurance Plan	Do you accept this provision?	County’s Quality Assurance Plan

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	County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Agreement terms and conditions and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement and corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.	<input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No" <hr/> <p align="center">If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor is fine with this provision except for the termination right at the end. County may terminate this Agreement for Contractor's material breach.</p>	County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Agreement terms and conditions and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement and corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.
30.6 (Compliance with County's Jury Service Program) 30.6.1	Jury Service Program This Agreement is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Appendix L.3 (Contractor Employee Jury Service) and incorporated by reference into and made a part of this Agreement.	Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No" <hr/> <p align="center">If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	Jury Service Program This Agreement is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Appendix L.3 (Contractor Employee Jury Service) and incorporated by reference into and made a part of this Agreement.
30.6.2	Written Employee Jury Service Policy Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as	Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"	Written Employee Jury Service Policy Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as

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	that term is defined under the Jury Service Program (Section 2.203.020 of the Los Angeles County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the Los Angeles County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.	<p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>This provision was revised to make consistent with Contractor's jury duty policy for its Employees.</p>	that term is defined under the Jury Service Program (Section 2.203.020 of the Los Angeles County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the Los Angeles County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
30.6.2 Paragraph 2	For purposes of this Section 30.6 (Compliance with the County's Jury Service Program), "Contractor" means a person, partnership, corporation, or other entity which has a contract with County or a subcontract with a County Contractor and has received or will receive an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Agreement, the subcontractor shall also be subject to the provisions of this Section 30.6 (Compliance with the County's Jury Service Program). The provisions of this Section 30.6 (Compliance with the County's Jury Service	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>An "Employee" of Contractor will likely not be a California resident. Also, Contractor will not use a subcontractor so the latter part of the provision has been deleted.</p>	For purposes of this Section 30.6 (Compliance with the County's Jury Service Program), "Contractor" means a person, partnership, corporation, or other entity which has a contract with County or a subcontract with a County Contractor and has received or will receive an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Agreement, the subcontractor shall also be subject to the provisions of this Section 30.6 (Compliance with the County's Jury Service Program). The provisions of this Section 30.6 (Compliance with the County's Jury Service

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	Program) shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the subcontract agreement.		Program) shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the subcontract agreement.
30.6.3	Jury Service Program Additional Terms If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate, to County’s satisfaction, that Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” or that Contractor continues to qualify for an exception to the Program.	Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No” ----- If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.” <hr/> Contractor has already established its own jury duty program.	Jury Service Program Additional Terms If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate, to County’s satisfaction, that Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” or that Contractor continues to qualify for an exception to the Program.
30.6.3 Paragraph 2	Contractor’s violation of this Section 30.6 (Compliance with the County’s Jury Service Program) of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.	Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No” ----- If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.” <hr/> Contractor struck the last part of this provision re: being barred from future County contracts. Contractor does not agree with this portion.	Contractor’s violation of this Section 30.6 (Compliance with the County’s Jury Service Program) of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

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30.7	<p>Consideration of Hiring County Employees Targeted for Layoff/or Re-employment List</p> <p>Should Contractor require additional or replacement personnel after the Effective Date of this Agreement to perform the Services set forth herein, Contractor shall give consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.</p>	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor will need to employ its own qualified personnel who are trained in Contractor's software.</p>	<p>Consideration of Hiring County Employees Targeted for Layoff/or Re-employment List</p> <p>[INTENTIONALLY DELETED.]Should Contractor require additional or replacement personnel after the Effective Date of this Agreement to perform the Services set forth herein, Contractor shall give consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.</p>
30.8 (a)	<p>Consideration of Hiring Gain/Grow Program Participants</p> <p>Should Contractor require additional or replacement personnel after the Effective Date of this Agreement, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to Contractor. Contractor shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.</p>	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor will need to employ its own qualified personnel who are trained in Contractor's software.</p>	<p>Consideration of Hiring Gain/Grow Program Participants</p> <p>[INTENTIONALLY DELETED.]Should Contractor require additional or replacement personnel after the Effective Date of this Agreement, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to Contractor. Contractor shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.</p>

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30.8 (b)	In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor will need to employ its own qualified personnel who are trained in Contractor's software.</p>	[INTENTIONALLY DELETED.]In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.
30.9 (a)	<p>Contractor's Warranty of Adherence to County's Child Support Compliance Program</p> <p>Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.</p>	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor would like to remove this provision as it is not applicable to the Contractor's obligations under the Agreement.</p>	<p>Contractor's Warranty of Adherence to County's Child Support Compliance Program</p> <p>[INTENTIONALLY DELETED.]Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.</p>

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30.9 (b)	As required by the County’s Child Support Compliance Program (Los Angeles County Code Chapter 2.200) and without limiting Contractor’s duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the Term maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Contractor would like to remove this provision as it is not applicable to the Contractor’s obligations under the Agreement.</p>	<p>As required by the County’s Child Support Compliance Program (Los Angeles County Code Chapter 2.200) and without limiting Contractor’s duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the Term maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).</p>
30.9 (c)	Failure of Contractor to maintain compliance with the requirements set forth in Section 30.9 (Contractor’s Warranty of Adherence to County’s Child Support Compliance Program), shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Section 29.2 (Termination for Material Breach) and pursue debarment of Contractor, pursuant to Los Angeles County Code Chapter 2.202.	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Contractor would like to remove this provision as it is not applicable to the Contractor’s obligations under the Agreement.</p>	<p>Failure of Contractor to maintain compliance with the requirements set forth in Section 30.9 (Contractor’s Warranty of Adherence to County’s Child Support Compliance Program), shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Section 29.2 (Termination for Material Breach) and pursue debarment of Contractor, pursuant to Los Angeles County Code Chapter 2.202.</p>

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30.10 (a)	<p>Safely Surrendered Baby Law</p> <p>Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County’s policy to encourage all County contractors to voluntarily post the County’s “Safely Surrendered Baby Law” poster in a prominent position at Contractor’s place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor’s place of business. The County’s Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at http://www.babysafela.org.</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This provision is not applicable to Contractor as Contractor is not based in California.</p>	<p>Safely Surrendered Baby Law</p> <p>[INTENTIONALLY DELETED.] Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County’s policy to encourage all County contractors to voluntarily post the County’s “Safely Surrendered Baby Law” poster in a prominent position at Contractor’s place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor’s place of business. The County’s Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at http://www.babysafela.org.</p>
30.10 (b)	<p>Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Appendix L.6 (Safely Surrendered Baby Law) of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This provision is not applicable to Contractor as Contractor is not based in California.</p>	<p>Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Appendix L.6 (Safely Surrendered Baby Law) of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.</p>

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30.11	<p>Notice to Employees Regarding the Federal Earned Income Credit</p> <p>Contractor shall notify its employees, and shall notify each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.</p>	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor shall not be responsible for notifying its employees of this tax credit.</p>	<p>Notice to Employees Regarding the Federal Earned Income Credit</p> <p>[INTENTIONALLY DELETED.] Contractor shall notify its employees, and shall notify each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.</p>
30.12 (a)	<p>Defaulted Property Tax Reduction Program</p> <p>Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.</p>	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor would like to remove this provision as it is not applicable to the Contractor's obligations under the Agreement.</p>	<p>Defaulted Property Tax Reduction Program</p> <p>[INTENTIONALLY DELETED.] Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.</p>

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30.12 (a) Paragraph 2	Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the Term, will maintain compliance with Los Angeles County Code Chapter 2.206.	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>Contractor would like to remove this provision as it is not applicable to the Contractor's obligations under the Agreement.</p>	Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the Term, will maintain compliance with Los Angeles County Code Chapter 2.206.
30.12 (b)	Failure of Contractor to maintain compliance with the requirements set forth in Section 30.12 (Defaulted Property Tax Reduction Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Agreement or pursue debarment of Contractor, pursuant to Los Angeles County Code Chapter 2.206.	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p>	Failure of Contractor to maintain compliance with the requirements set forth in Section 30.12 (Defaulted Property Tax Reduction Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Agreement or pursue debarment of Contractor, pursuant to Los Angeles County Code Chapter 2.206.

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		Contractor would like to remove this provision as it is not applicable to the Contractor's obligations under the Agreement.	
30.13 (a)	Restrictions on Lobbying If any federal funds are to be used to pay for Contractor's Services under this Agreement, Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 U.S.C. §1352) and any implementing regulations, and shall ensure that each of its Subcontractors receiving funds provided under this Agreement also fully complies with all such certification and disclosure requirements.	Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No" <hr/> If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes." <hr/>	Restrictions on Lobbying If any federal funds are to be used to pay for Contractor's Services under this Agreement, Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 U.S.C. §1352) and any implementing regulations, and shall ensure that each of its Subcontractors receiving funds provided under this Agreement also fully complies with all such certification and disclosure requirements.
30.13 (b)	Contractor, and each County lobbyist or County lobbying firm as defined in County Code Section 2.160.010 retained by Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which County may in its sole discretion, immediately terminate or suspend this Agreement at County's option, either for material breach under Section 27.2 (Termination for Material Breach) of	Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No" <hr/> If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes." <hr/>	Contractor, and each County lobbyist or County lobbying firm as defined in County Code Section 2.160.010 retained by Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which County may in its sole discretion, immediately terminate or suspend this Agreement at County's option, either for material breach under Section 27.2 (Termination for Material Breach) of

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	this Agreement or for convenience under Section 27.4 (Termination for Convenience) of this Agreement.		this Agreement or for convenience under Section 27.4 (Termination for Convenience) of this Agreement.
30.14	<p>Staff Performance While Under Influence</p> <p>Contractor shall use reasonable efforts to ensure that no employee of Contractor shall perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might impair his/her physical or mental performance.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<p>Staff Performance While Under Influence</p> <p>Contractor shall use reasonable efforts to ensure that no employee of Contractor shall perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might impair his/her physical or mental performance.</p>
30.15	<p>Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower-tier Covered Transactions (2 C.f.r. Part 376)</p> <p>Contractor hereby acknowledges that County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors, other principals, employees, or independent contractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its Subcontractors, at any tier, or any owners, officers, partners, directors, other principals, employees, or independent contractors of any subcontractor is</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<p>Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower-tier Covered Transactions (2 C.f.r. Part 376)</p> <p>Contractor hereby acknowledges that County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors, other principals, employees, or independent contractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its Subcontractors, at any tier, or any owners, officers, partners, directors, other principals, employees, or independent contractors of any subcontractor is</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor is responsible to reimburse County for all associated costs (repayment, fine, and penalty) that may be incurred as a result of inappropriate claims submitted by or on behalf of one of their staff or vendors who are excluded or suspended. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.		currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor is responsible to reimburse County for all associated costs (repayment, fine, and penalty) that may be incurred as a result of inappropriate claims submitted by or on behalf of one of their staff or vendors who are excluded or suspended. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.
30.16	<p>Compliance With County's Zero Tolerance Policy on Human Trafficking</p> <p>The Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting Contractors from engaging in human trafficking.</p>	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	<p>Compliance With County's Zero Tolerance Policy on Human Trafficking</p> <p>The Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting Contractors from engaging in human trafficking.</p>
30.16 Paragraph 2	If Contractor or a 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.	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/>	If Contractor or a 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.

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30.16 Paragraph 3	Disqualification of any member of the Contractor’s staff pursuant to this Section 30.16 (Compliance with County’s Zero Tolerance Policy on Human Trafficking) shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p>	Disqualification of any member of the Contractor’s staff pursuant to this Section 30.16 (Compliance with County’s Zero Tolerance Policy on Human Trafficking) shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement
30.17	<p>Federal Access to Records</p> <p>If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(I)) is applicable, Contractor agrees that for a period of four (4) years following the furnishing of Services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, or to any of their authorized representatives, the Agreements, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of Services provided hereunder. Furthermore, if Contractor carries out any of the Services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>Contractor revised this provision to make it consistent with the same language from its standard agreement.</p>	<p>Federal Access to Records</p> <p><u>Notwithstanding any other terms of this Agreement, if,</u> and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(I)) is applicable, Contractor agrees that <u>for a period of four (4) years following the furnishing of Services under this Agreement,</u> Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, or to any of their authorized representatives, the Agreements, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of Services provided hereunder <u>to the full extent required by the Centers for Medicare and Medicaid Services implementing Section 952 of the Omnibus Reconciliation Act of 1980 at 42 U.S.C.</u></p>

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	organization (as that term is defined under federal law), Contractor agrees that each such subcontract agreement shall provide for such access to the subcontract agreement, books, documents, and records of the Subcontractor.		<u>Section 1395 (x)(v)(1)(I)</u> . Furthermore, if Contractor carries out any of the Services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract agreement shall provide for such access to the subcontract agreement, books, documents, and records of the Subcontractor.
30.18	Time Off for Voting Contractor shall notify its employees, and shall require each Subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and Subcontractor shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.	Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No" <hr/> If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."	Time Off for Voting Contractor shall notify its employees, and shall require each Subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and Subcontractor shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.
30.19	Fair Labor Standards Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.	Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No" <hr/> If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."	Fair Labor Standards Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

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Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
30.20	Contractor Alert Reporting Database (card) County maintains databases that track and monitor Contractor’s performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise an Agreement term extension option.	Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No” <hr/> If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.” <hr/>	Contractor Alert Reporting Database (card) County maintains databases that track and monitor Contractor’s performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise an Agreement term extension option.
30.21 (a)	Local Small Business Enterprise (SBE) Preference Program This Agreement is subject to the provisions of County’s ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.	Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No” <hr/> If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.” <hr/> This provision is not applicable to Contractor.	Local Small Business Enterprise (SBE) Preference Program [INTENTIONALLY DELETED.]This Agreement is subject to the provisions of County’s ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

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Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
30.21 (b)	Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local SBE.	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>This provision is not applicable to Contractor.</p>	Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local SBE.
30.21 (c)	Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local SBE.	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>This provision is not applicable to Contractor.</p>	Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local SBE.

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Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
30.21 (d)	If Contractor has obtained certification as a Local SBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Agreement to which it would not otherwise have been entitled, shall:	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>This provision is not applicable to Contractor.</p>	<p>If Contractor has obtained certification as a Local SBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Agreement to which it would not otherwise have been entitled, shall:</p>
30.21 (d)(i)	Pay to County any difference between the Agreement amount and what County's costs would have been if the Agreement had been properly awarded;	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>This provision is not applicable to Contractor.</p>	<p>Pay to County any difference between the Agreement amount and what County's costs would have been if the Agreement had been properly awarded;</p>

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Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
30.21 (d)(ii)	In addition to the amount described in subdivision (i), be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Agreement; and	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>This provision is not applicable to Contractor.</p>	In addition to the amount described in subdivision (i), be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Agreement; and
30.21 (d)(iii)	Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>This provision is not applicable to Contractor.</p>	Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
30.21 (d) Paragraph 2	The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>This provision is not applicable to Contractor.</p>	The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.
30.22 (a)	<p>Transitional Job Opportunities Preference Program</p> <p>This Agreement is subject to the provisions of County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.</p>	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>This provision is not applicable to Contractor.</p>	<p>Transitional Job Opportunities Preference Program</p> <p>This Agreement is subject to the provisions of County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.</p>

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30.22 (b)	Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>This provision is not applicable to Contractor.</p>	Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
30.22 (c)	Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>This provision is not applicable to Contractor.</p>	Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
30.22 (d)	If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Agreement to which it would not otherwise have been entitled, shall:	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>This provision is not applicable to Contractor.</p>	<p>If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Agreement to which it would not otherwise have been entitled, shall:</p>
30.22 (d)(i)	Pay to County any difference between the Agreement amount and what County's costs would have been if the Agreement had been properly awarded;	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>This provision is not applicable to Contractor.</p>	<p>Pay to County any difference between the Agreement amount and what County's costs would have been if the Agreement had been properly awarded;</p>

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Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
30.22 (d)(ii)	In addition to the amount described in subdivision (i), be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Agreement; and	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>This provision is not applicable to Contractor.</p>	In addition to the amount described in subdivision (i), be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Agreement; and
30.22 (d)(iii)	Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>This provision is not applicable to Contractor.</p>	Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
30.22 (d) Paragraph 2	The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>This provision is not applicable to Contractor.</p>	The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.
30.23 (a)	<p>Disabled Veteran Business Enterprise Preference Program</p> <p>This Agreement is subject to the provisions of County's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.</p>	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using "track changes."</p> <hr/> <p>This provision is not applicable to Contractor.</p>	<p>Disabled Veteran Business Enterprise Preference Program</p> <p>[INTENTIONALLY DELETED.]This Agreement is subject to the provisions of County's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.</p>
30.23 (b)	Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input checked="" type="checkbox"/> "No"</p>	Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or

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Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Disabled Veteran Business Enterprise.	<p>-----</p> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This provision is not applicable to Contractor.</p>	retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Disabled Veteran Business Enterprise.
30.23 (c)	Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Disabled Veteran Business Enterprise.	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <p>-----</p> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This provision is not applicable to Contractor.</p>	Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Disabled Veteran Business Enterprise.
30.23 (d)	If Contractor has obtained certification as a Disabled Veteran Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <p>-----</p>	If Contractor has obtained certification as a Disabled Veteran Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have

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CADS SYSTEM RFP - APPENDIX J.RF – REQUIRED AGREEMENT RESPONSE FORM

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Agreement to which it would not otherwise have been entitled, shall:	<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This provision is not applicable to Contractor.</p>	known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Agreement to which it would not otherwise have been entitled, shall:
30.23 (d)(i)	Pay to County any difference between the Agreement amount and what County’s costs would have been if the Agreement had been properly awarded;	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This provision is not applicable to Contractor.</p>	Pay to County any difference between the Agreement amount and what County’s costs would have been if the Agreement had been properly awarded;
30.23 (d)(ii)	In addition to the amount described in subdivision (i), be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Agreement; and	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/>	In addition to the amount described in subdivision (i), be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Agreement; and

CADS SYSTEM RFP - APPENDIX J.RF – REQUIRED AGREEMENT RESPONSE FORM

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
		<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This provision is not applicable to Contractor.</p>	
30.23 (d)(iii)	Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This provision is not applicable to Contractor.</p>	Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).
30.23 (d) Paragraph 2	The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/>	The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and

CADS SYSTEM RFP - APPENDIX J.RF – REQUIRED AGREEMENT RESPONSE FORM

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.	<p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This provision is not applicable to Contractor.</p>	Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.
30.24	<p>Compliance With Fair Chance Employment Practices</p> <p>Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor’s violation of this paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement.</p>	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input checked="" type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/> <p>This provision is deleted since it conflicts with Contractor’s background check policy.</p>	<p>Compliance With Fair Chance Employment Practices</p> <p>[INTENTIONALLY DELETED.]Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor’s violation of this paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement.</p>
Last Paragraph	IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be executed by the County’s Director of the Health Agency and Contractor has caused this Agreement to be executed	<p>Do you accept this provision? <input checked="" type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/>	IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be executed by the County’s Director of the Health Agency and Contractor has caused this Agreement to be executed

CADS SYSTEM RFP - APPENDIX J.RF – REQUIRED AGREEMENT RESPONSE FORM

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	in its behalf by its duly authorized officer, the day, month, and year first above written.	<p align="center">If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	in its behalf by its duly authorized officer, the day, month, and year first above written.



**COST ACCOUNTING AND DECISION SUPPORT SYSTEM
AND RELATED SERVICES
REQUEST FOR PROPOSALS**

APPENDIX K (REQUIRED FORMS)

#CADSS2019

**REQUIRED FORMS EXHIBIT K.1
COMPANY'S ORGANIZATION QUESTIONNAIRE AND AFFIDAVIT**

Please complete, date and sign this form in its entirety. The person signing the form must be authorized to sign on behalf of the Company and to bind the applicant in an Agreement.

1. If your firm is a corporation or limited liability company (LLC), state its legal name (as found in your Articles of Incorporation) and State of incorporation:

Name	State	Year Inc.
Strata Decision Technology, LLC	Illinois	1998
Address		
200 East Randolph Street, 49 th Floor, Chicago, Illinois 60601		

2. The Company must be registered with the California Secretary of State in order to do business with the County. Provide the following:

Name	CA Secretary of State Entity Number
Strata Decision Technology, LLC	200810110256

3. All Companies must register on the County's WebVen. Provide Company's County WebVen Number:

19292101

4. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:

Not Applicable

5. If your firm is doing business under one or more DBA, please list all DBA names and the County(ies) of registration:

Name	County of Registration	Yr. became DBA
Not Applicable		
Name	County of Registration	Yr. became DBA
Not Applicable		

6. Is your firm wholly or majority owned by, or a subsidiary of, another firm? ☐ No ☒ Yes If yes, **Name of parent firm:** Roper Technologies, Inc.

State of incorporation or registration of parent firm: Florida

COMPLIANCE WITH SPECIFIC COUNTY PROVISIONS

Company acknowledges and certifies compliance with all terms and conditions outlined in Appendix J, and the following specific Los Angeles County codes and provisions:

1.	Appendix J, Paragraph 24 – General Provisions for All Insurance Coverage and Paragraph 24.4 – Insurance Coverage.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
2.	The Los Angeles County Code, Section 2.180.010 and Appendix J, Paragraph 29.22 – Conflict of Interest.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3.	The Los Angeles County Code, Chapter 4.32.010 and Appendix J, Paragraph 30.2 – Compliance with Civil Rights Laws, Anti-Discrimination and Affirmative Action Laws.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4.	Appendix J, Paragraph 30.3 – Recycled Bond Paper	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5.	Appendix J, Paragraph 30.6 – Compliance with County's Jury Service Program.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
6.	Appendix J, Paragraph 30.7 – Consideration of Hiring County Employees Targeted for Layoff/or Re-Employment List	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
7.	Appendix J, Paragraph 30.8 – Consideration of Hiring GAIN/GROW Participants.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
8.	Appendix J, Paragraph 30.9 – Contractor's Warranty of Adherence to County's Child Support Compliance Program	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
9.	Appendix J, Paragraph, 30.10 – Safely Surrendered Baby Law	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
10.	The County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206 and Appendix J, Paragraph 30.12 – Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
11.	Appendix J, Paragraph 30.15 – Certification Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion – Lower Tiered Covered Transactions (2 C.F.R. Part 376).	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
12.	Appendix J, Paragraph 30.16 – Compliance with County's Zero Tolerance Policy on Human Trafficking.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
13.	Appendix J, Paragraph 30.24 – Compliance with Fair Chance Employment Hiring Practices Certification.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
14.	The County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Company further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION PROVIDED IN THIS EXHIBIT 1 IS TRUE AND ACCURATE.

Company's Name

Strata Decision Technology, LLC

On behalf of Strata Decision Technology, LLC (Company's name), I John Martino (Name of Company's authorized representative), certify that the information contained in this Appendix K - Exhibit 1, Company's Organization Questionnaire and Affidavit, is true and correct to the best of my information and belief.


Signature

Senior VP, Finance and CFO
Title

January 13, 2020
Date

jmartino@stratadecision.com
E-mail Address

(312) 827-7625
Telephone Number

REQUIRED FORMS – EXHIBIT K.2 COMMUNITY BUSINESS ENTERPRISE INFORMATION

I. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/company will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify)						
Number of California Employees: 0						
Total Number of Employees of Firm (including owners): 298						
Race/Ethnic Composition of Firm. Please distribute the total number of employees of the Firm into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American	0	0	0	0	1	3
Hispanic/Latino	0	0	0	0	5	7
Asian or Pacific Islander	0	0	4	3	19	16
American Indian	0	0	0	0	0	0
Filipino	0	0	0	0	0	0
White	0	0	38	22	105	69

II. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

III. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Company Name	Minority	Women	Disadvantaged	Disabled Veteran	Other

REQUIRED FORMS - EXHIBIT K.3
CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name: Strata Decision Technology, LLC

Address: 200 East Randolph Street, 49th Floor, Chicago, IL 60601

Internal Revenue Service Employer Identification Number: 45-2602499

☐ The Company or Contractor is exempt from the California Nonprofit Integrity Act.

California Registry of Charitable Trusts "CT" number (if applicable): _____

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

If the Company or Contractor is not exempt, check the Certification below that is applicable to your company.

☒ The Company or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Company engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide the County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

☐ The Company or Contractor is registered with the California Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586 under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Contractor shall be listed in good standing and is required to **annually** renew its registry with the Attorney General's Registry of Charitable Trusts.



Signature

Date: 1-13-2020

Name of Signer: John Martino

Title: Senior VP, Finance and CFO

**REQUIRED FORMS - EXHIBIT K.4
PROSPECTIVE CONTRACTOR REFERENCES**

Company's Name: Strata Decision Technology, LLC

List References where the same or similar scope of services were provided.

1. Name of Firm: Owensboro Health	Address of Firm: Owensboro, KY	Contact Person: Jeremy Stewart, Manager of Decision Support
Telephone #: 270-685-7183	E-mail Address: Jeremy.Stewart@owensborohealth.org	Specific Date of Contract – From - To July 2014 - Current, 5+ years
Name or Contract No.	Type of Service: Cost Accounting, Budgeting, Management Reporting	Annual Dollar Amount: \$
2. Name of Firm: Gundersen Health System	Address of Firm: La Crosse, WI	Contact Person: Tim Schuldt, Director of Decision Support
Telephone #: (608) 775-0421	E-mail Address: tschuld@gundersenhealth.org	Specific Date of Contract – From - To Jun 2016 – Current, 3+ Years
Name or Contract No.	Type of Service: Cost Accounting, Budgeting, Management Reporting	Annual Dollar Amount: \$
3. Name of Firm: Cleveland Clinic	Address of Firm: Cleveland, OH	Contact Person: Mike Hopkins, Assistant Director of Decision Support Adam Feist – Director of Financial Planning
Telephone #: Mike Hopkins (216) 636-7446 Adam Feist (216) 445-3414	E-mail Address: Mike Hopkins - hopkinm3@ccf.org Adam Feist - fiesta@ccf.org	Specific Date of Contract – From - To March, 2006 – Current, 13+ Years
Name or Contract No.	Type of Service: Cost Accounting, Budgeting, Management Reporting	Annual Dollar Amount: \$

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September 2019

REQUIRED FORMS - EXHIBIT K.5

REQUEST FOR PREFERENCE PROGRAM CONSIDERATION

INSTRUCTIONS: Businesses requesting preference consideration must complete and return this form for proper consideration of the proposal. Businesses may request consideration for only one of the preference programs listed below.

I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS PROPOSAL BE CONSIDERED FOR THE PREFERENCE PROGRAM SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.

☐ Request for Local Small Business Enterprise (LSBE) Program Preference

- ☐ Certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one (1) year; or
- ☐ Certified as a LSBE with other certifying agencies under DCBA's inclusion policy that has its principal place of business located in Los Angeles County and has revenues and employee sizes that meet the State's Department of General Services requirements; and
- ☐ Certified as a LSBE by the DCBA.

☐ Request for Social Enterprise (SE) Program Preference

- ☐ A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and
- ☐ Certified as a SE business by the DCBA.

☐ Request for Disabled Veterans Business Enterprise (DVBE) Program Preference

- ☐ Certified by the State of California, or
- ☐ Certified by U.S. Department of Veterans Affairs as a DVBE; or
- ☐ Certified as a DVBE with other certifying agencies under to DCBA's inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration; and
- ☐ Certified as a DVBE by the DCBA.

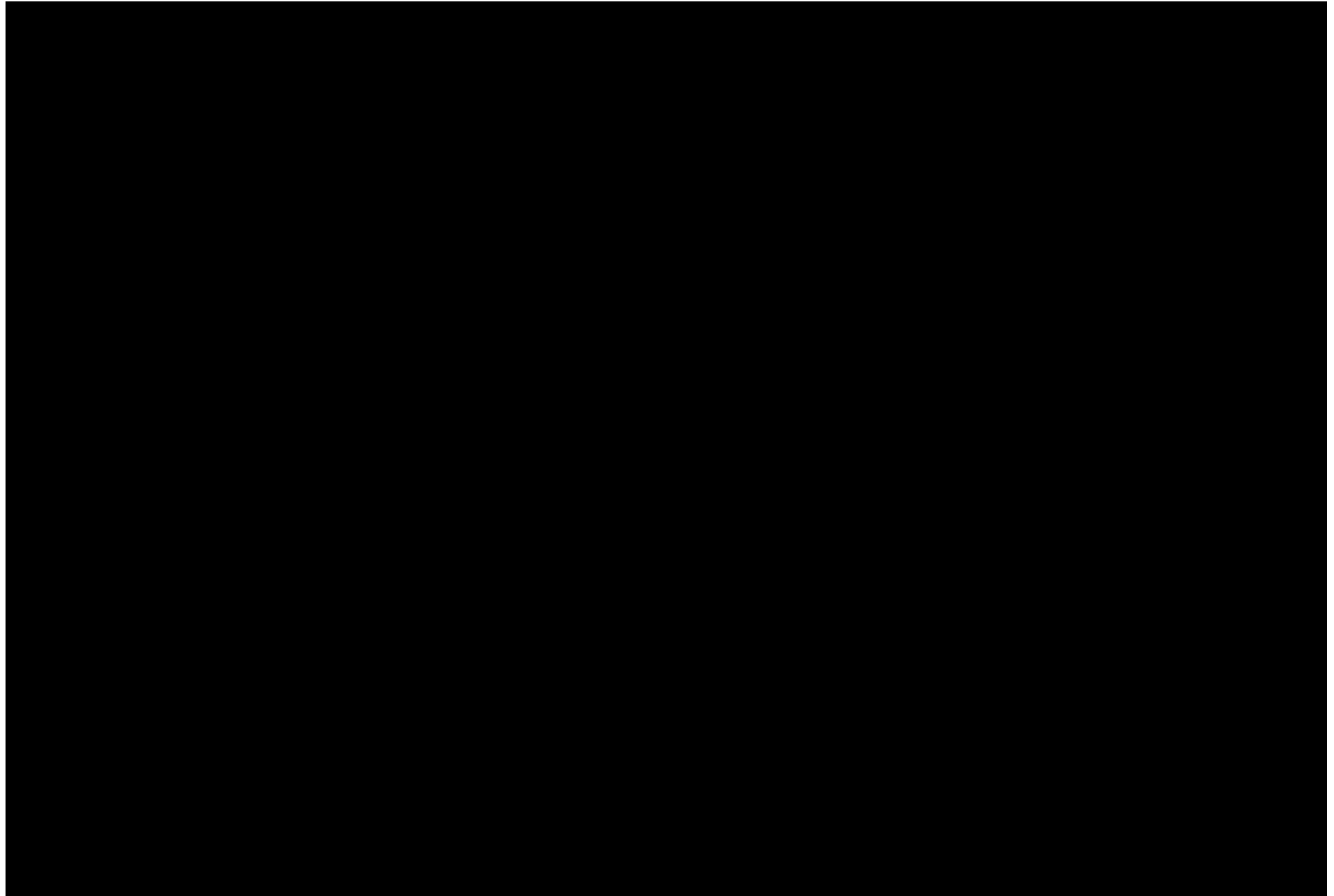
BUSINESS UNDERSTANDS THAT ONLY ONE OF THE ABOVE PREFERENCES WILL APPLY. IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.

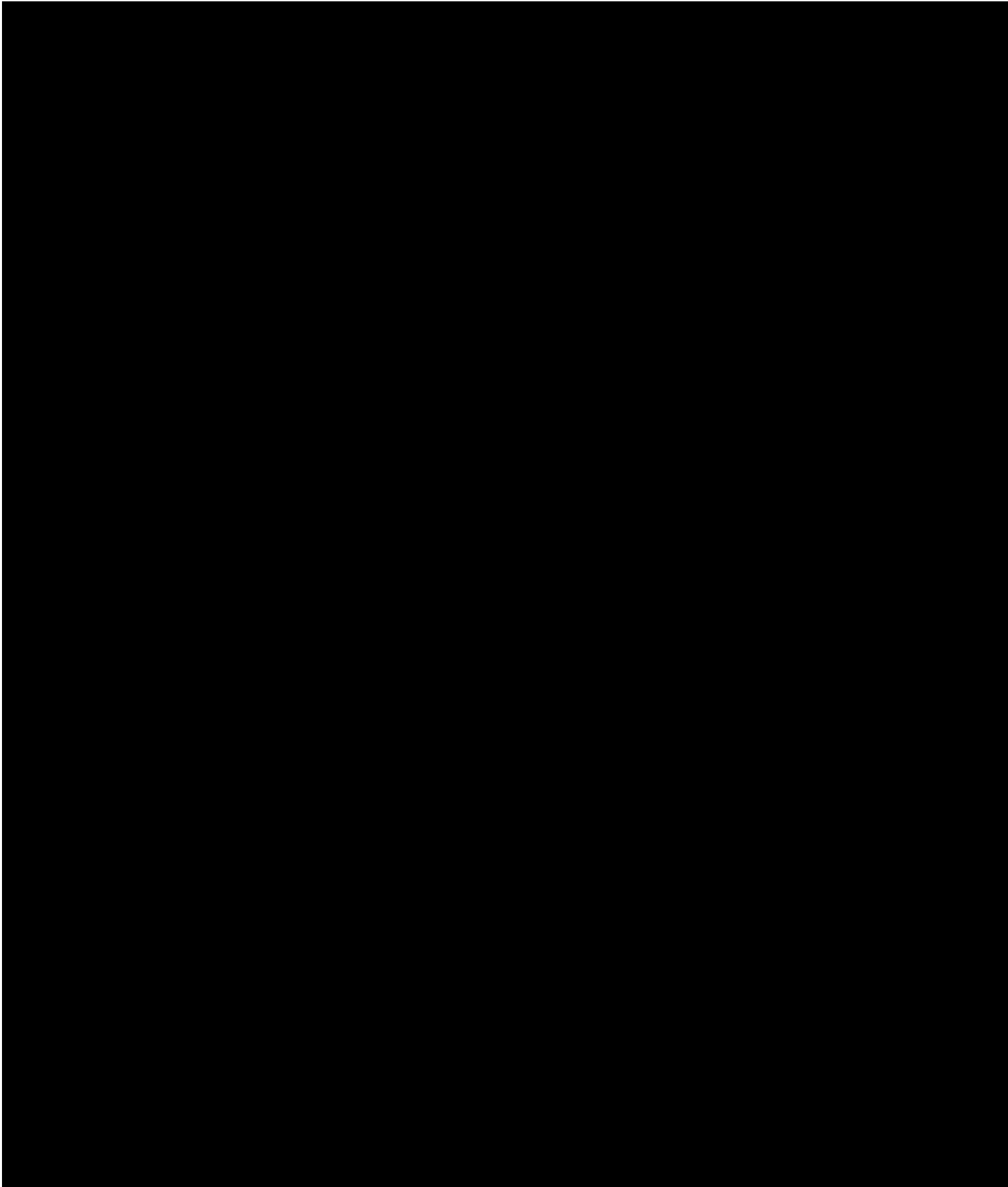
DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

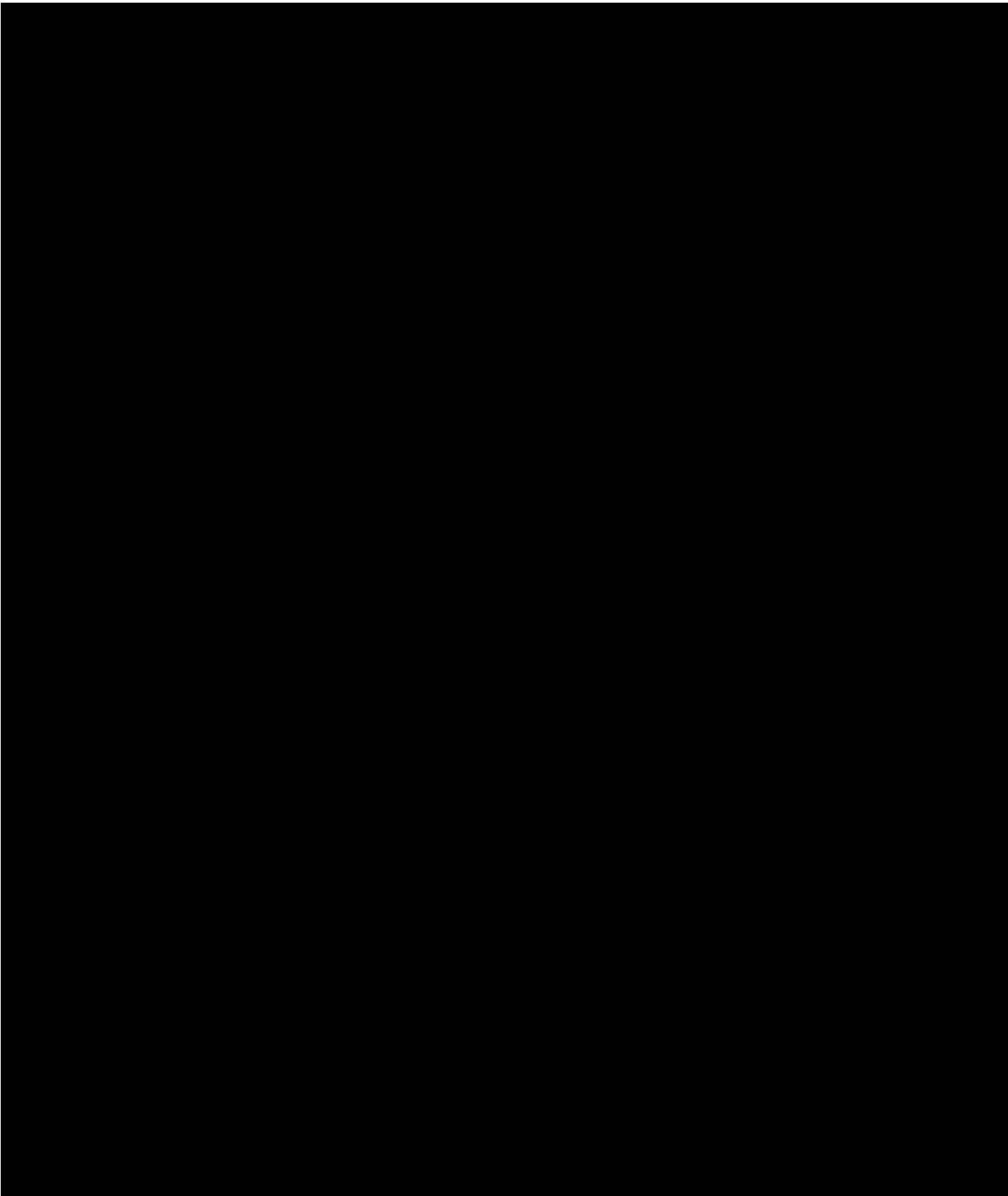
- ☐ A copy of the DCBA certification is attached.

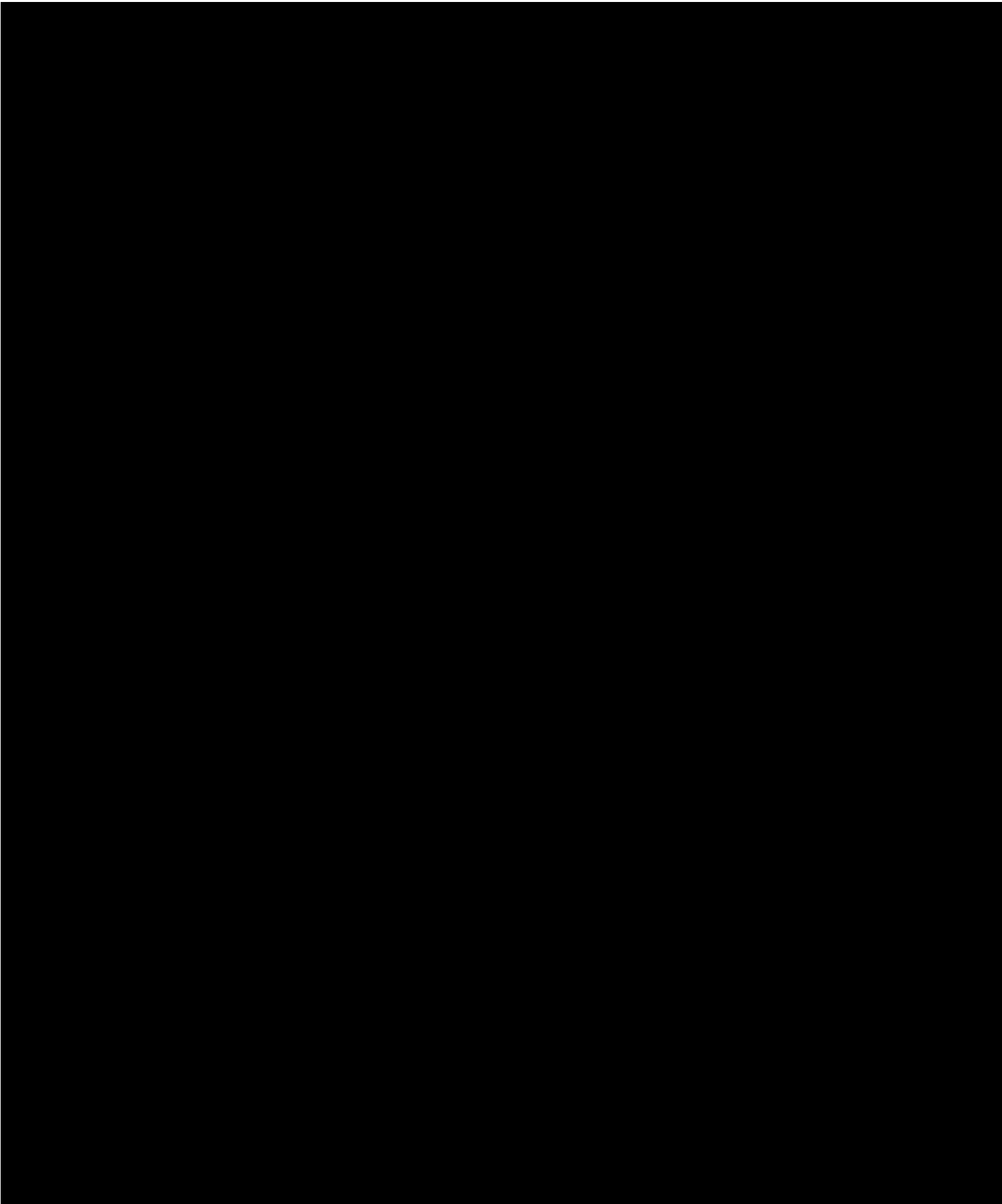
Name of Firm		County Webven No.	
Print Name:		Title:	
Signature:		Date:	
Reviewer's Signature	Approved	Disapproved	Date

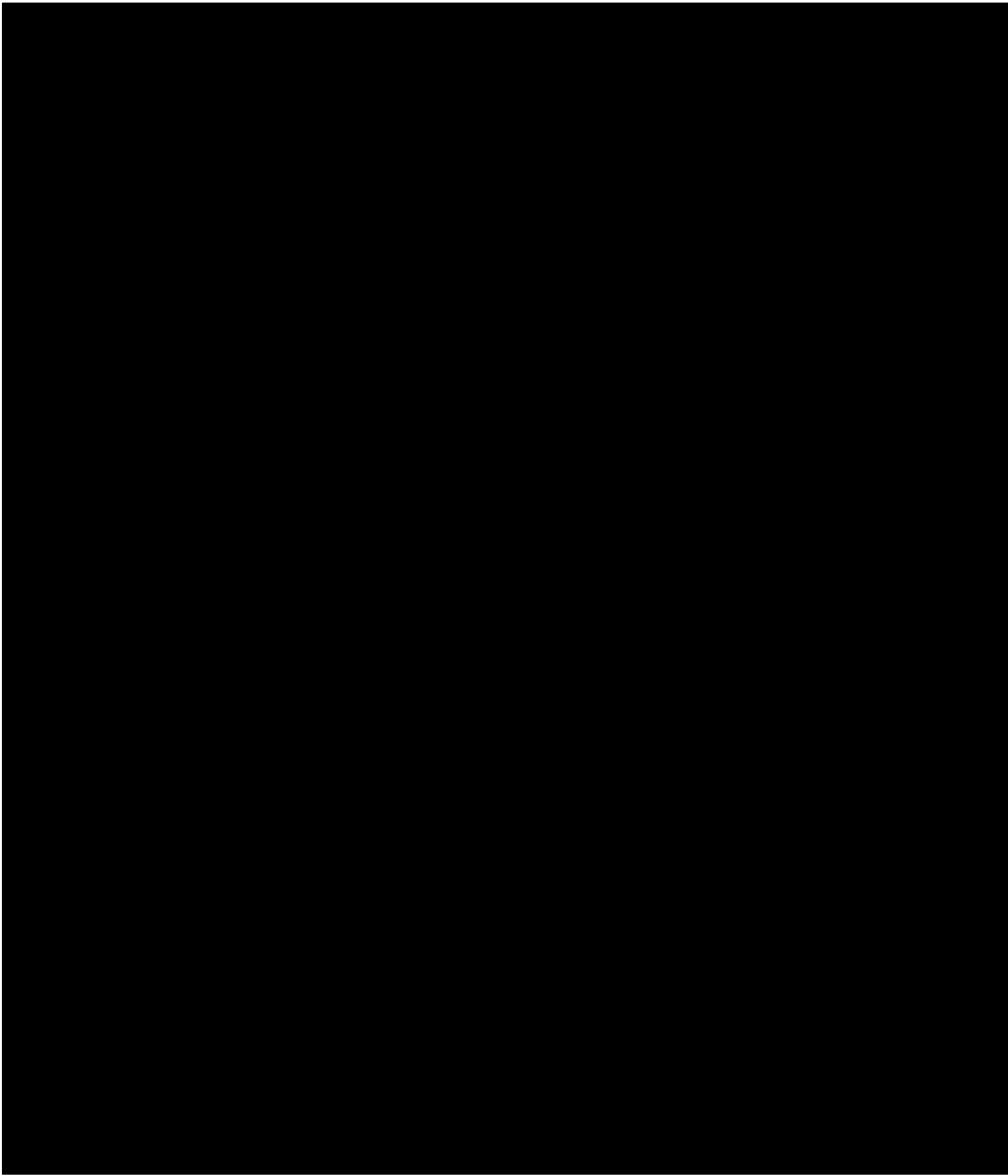
#CADsS2019

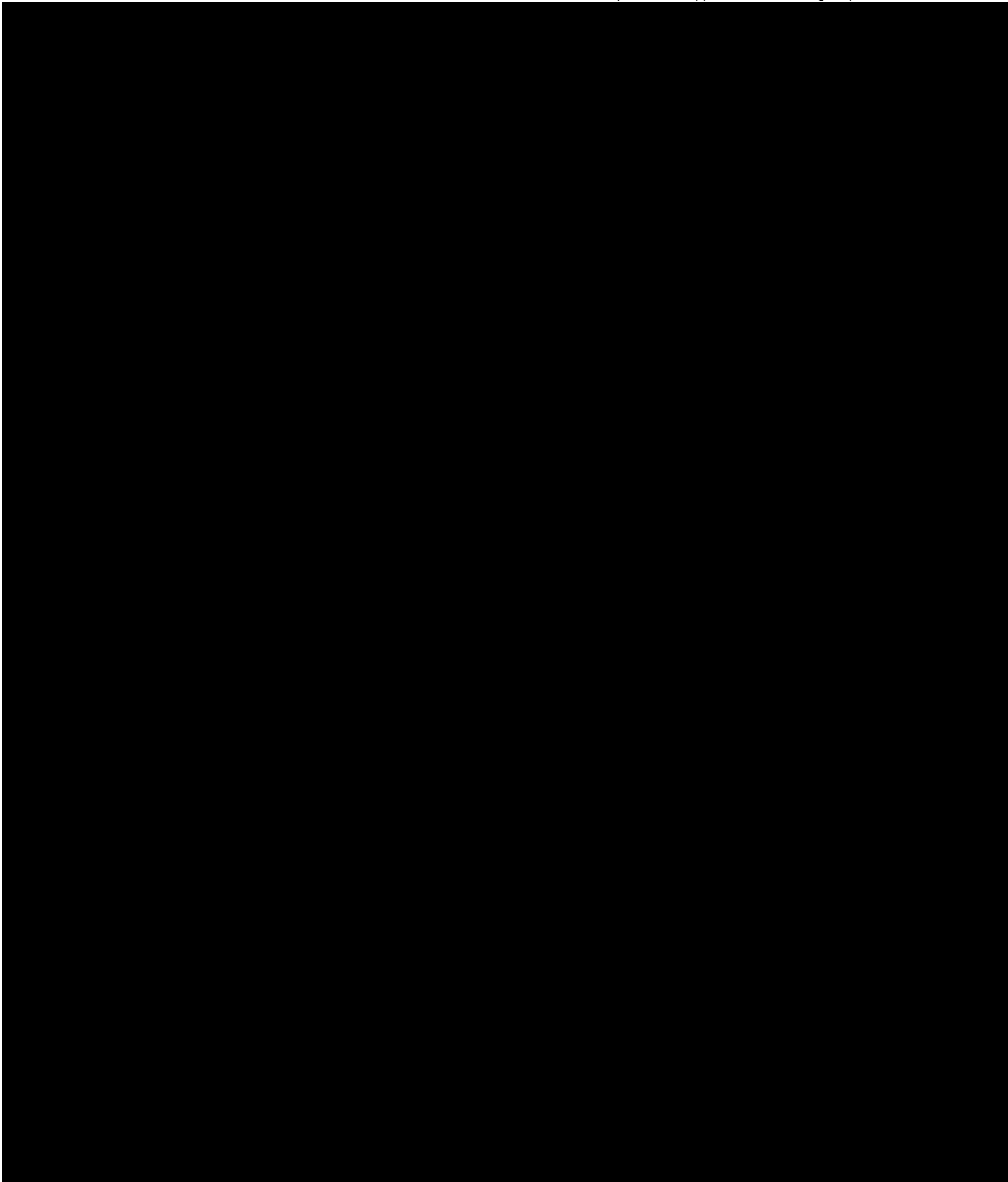


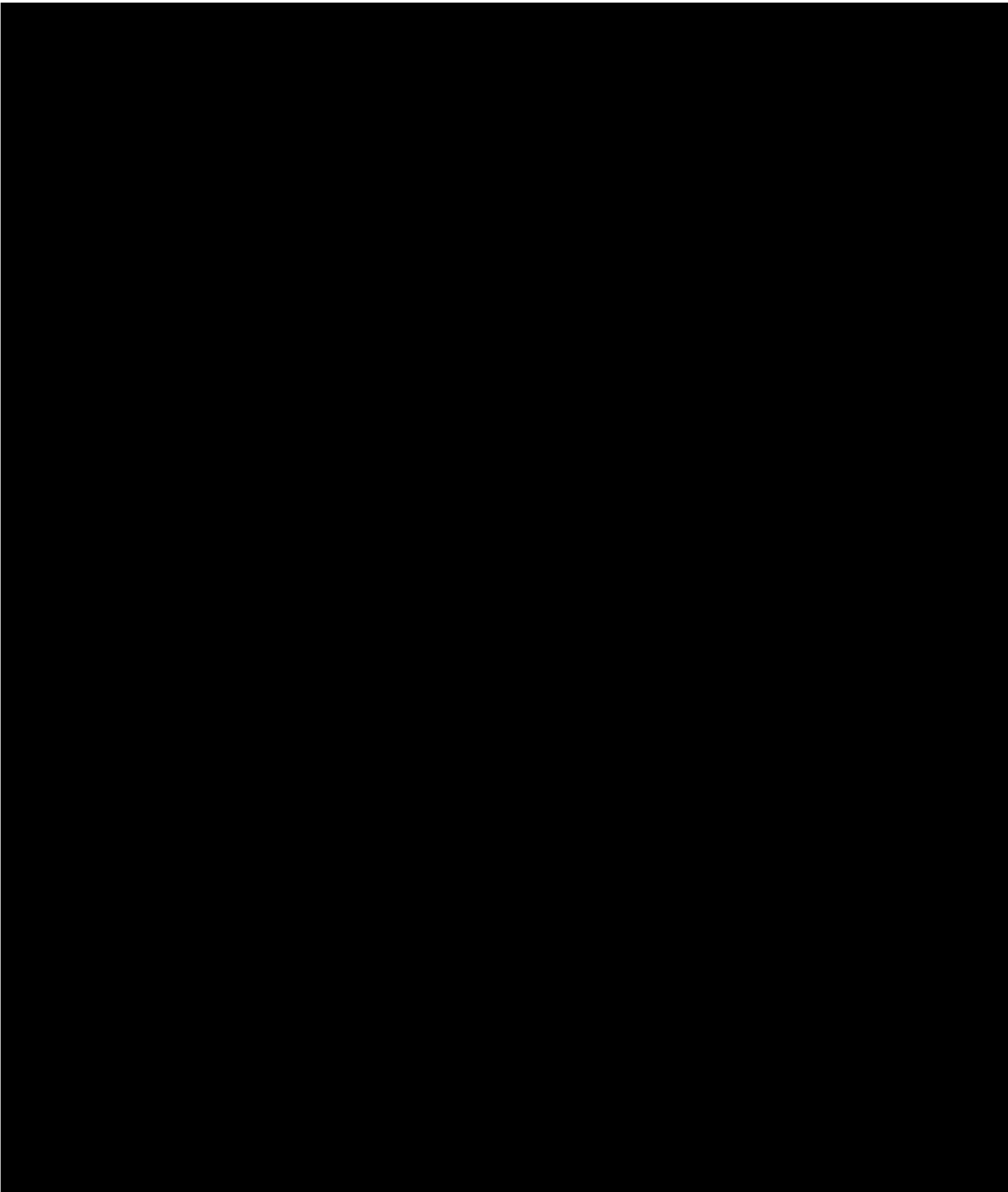


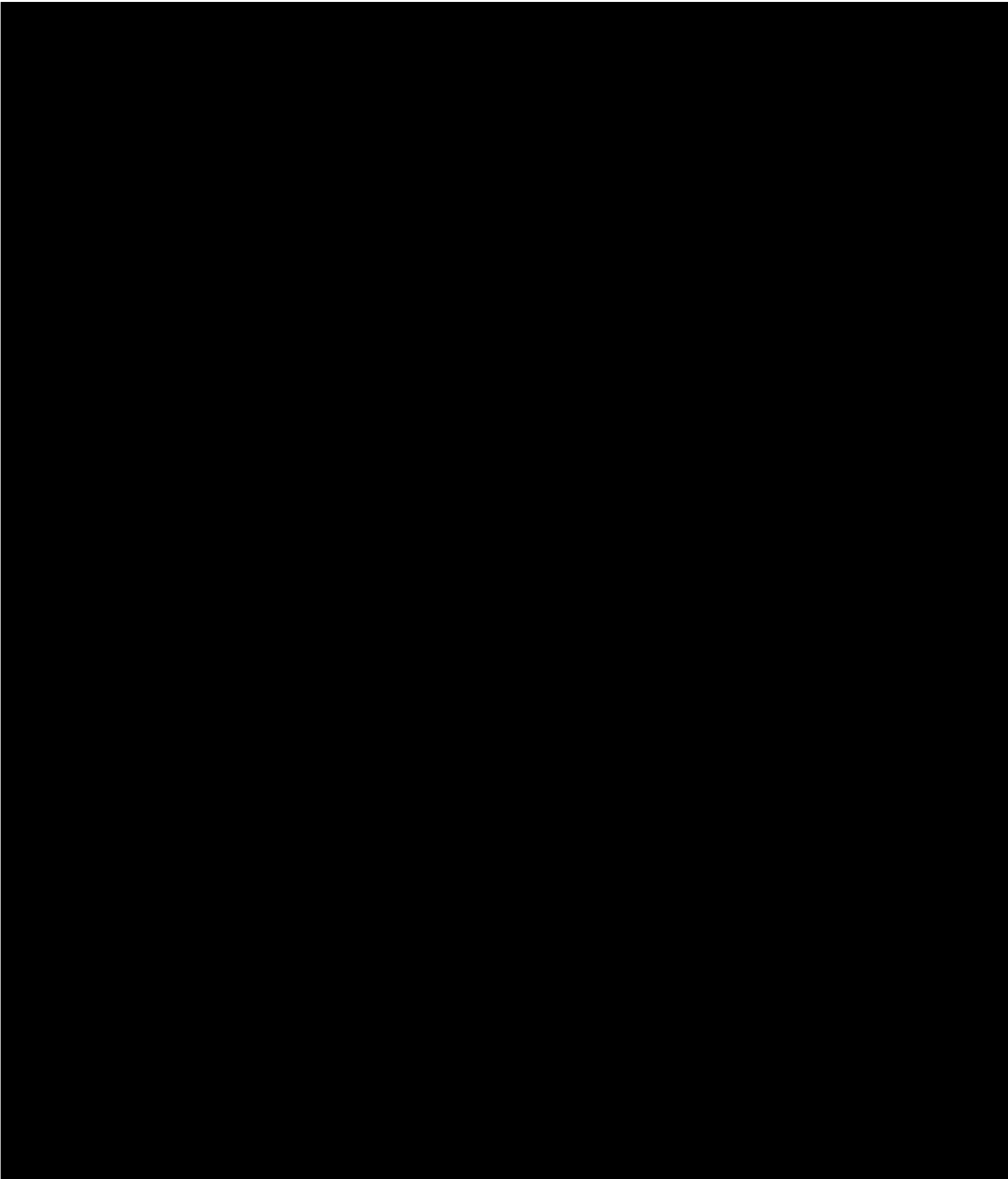














**COST ACCOUNTING AND DECISION SUPPORT SYSTEM
AND RELATED SERVICES
REQUEST FOR PROPOSALS**

APPENDIX O.1 (DETAILED RFP REQUIREMENTS PROPOSAL CHECKLIST)

#CADSS2019

DETAILED RFP REQUIREMENTS PROPOSAL CHECKLIST

Proposer must affirmatively confirm that it has completed and submitted each of the required documents identified in the RFP Requirements Proposal Response Form by completing and signing the checklist below. Proposer should also be certain to sign any individual document that requires a signature.

Required Documents	Yes	No
Cover Page	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Table of Contents	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Appendix A (Transmittal Letter)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Appendix E.1 (Functional Requirements Yes No)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Appendix E.2 (Functional Requirements Descriptive Response)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Appendix F.1 (Technical Requirements Yes No)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Appendix F.2 (Technical Requirements Descriptive Response)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Appendix G (Implementation Requirements)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Appendix H (Vendor Experience and Capability to Deliver)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Appendix J (Required Agreement) responses to be provided in Appendix J.RF (Required Agreement Response Form)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit A.1 (Cost Accounting and Decision Support System Statement of Work) comments and revisions to be provided in Exhibit A.1.RF (Cost Accounting and Decision Support System SOW Response Form)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit A.2 (Support and Maintenance Statement of Work) comments and revisions to be provided in Exhibit A.2.RF (Support and Maintenance SOW Response Form)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit C (Fees; Contractor Professional Services Rates) responses to be provided in Exhibit C.RF (Fees; Contractor Professional Services Rates Response Form)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit E (Service Levels and Performance Standards) responses to be provided in Exhibit E.RF (Service Levels and Performance Standards Response Form)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit F (Business Associate and Qualified Service	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**CADS SYSTEM RFP - APPENDIX O.1 – DETAILED RFP REQUIREMENTS PROPOSAL
CHECKLIST**

Required Documents	Yes	No
Organization Agreement) responses to be provided in Exhibit F.RF (Business Associate Agreement Response Form)		
Exhibit G (Glossary) responses to be provided in Exhibit G.RF (Glossary Response Form)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit K (Information Security Requirements) responses to be provided in Exhibit K.RF (Information Security Requirements Response Form)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit M (Additional Hosting Services Terms and Conditions) responses to be provided in Exhibit M.RF (Additional Hosting Services Terms and Conditions Response Form)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit U (Contractor Diligence and Information Security Questionnaire) responses to be provided in Exhibit U (Contractor Diligence and Information Security Questionnaire)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Appendix K (Required Forms)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Appendix M.RF (Pricing Response Form)	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Proposer's Company Name: Strata Decision Technology, LLC

Signed by: 

Print Name: John Martino

Title: SVP & CFO

Date: January 13, 2020

Address: 200 E Randolph St, 49th Floor

Chicago, IL 60601-6463

E-mail: JMartino@StrataDecision.com

Telephone: 312.726.1227

Fax: 312.726.2947



Healthcare's First Cost Accounting Adoption Model Launched by HFMA and Strata Decision Technology

90% of Healthcare Executives are “Flying Blind” on the Cost of Care

New L7 Model Will Help Healthcare Providers Access Accurate Cost Data

CHICAGO, February 11, 2019 —The Healthcare Financial Management Association (HFMA) and Strata Decision Technology (Strata) today launched the HFMA-Strata L7 Cost Accounting Adoption Model™ (L7 Model), healthcare's first roadmap to help healthcare providers access accurate cost data via the use of advanced cost accounting. Originally designed for 200 leading healthcare delivery systems, the L7 Model is now being open-sourced, making it available at no charge to all healthcare providers.

Understanding the Cost Crisis in Healthcare and the Need for Advanced Cost Accounting

An estimated \$3.6 trillion, or over \$10,000 per person, is spent on healthcare in the United States every year, twice the average of comparable countries. However, a recent survey found 90 percent of those responsible for the delivery of care don't know the cost of it. Currently, less than 10 percent of hospitals and healthcare delivery systems have advanced cost accounting systems capable of providing accurate cost data across the continuum of care. While hospitals and health systems represent roughly \$1.8 trillion of the annual spend on U.S. healthcare, their average net operating margins have dropped below 3 percent, with close to 30 percent operating at a loss. The challenge they are faced with is how to reduce variation, waste, and inefficiency to invest in and improve care—without any access to trusted data on the cost of care. A 2013 *Harvard Business Review* article by Michael Porter and Thomas H. Lee shared the perspective that, “Without understanding the true costs of care for patient conditions, much less how costs are related to outcomes, health care organizations are flying blind in deciding how to improve processes and redesign care.”

The need to understand cost is becoming even more mission critical as the business model of healthcare continues to shift from fee-for-service to more capitated and risk-based payment models. Traditional healthcare cost accounting methods were not designed for value-based payment. The lack of trusted cost information is driving the rapid adoption of more advanced cost accounting applications that make cost data more accurate, accessible, and actionable. The ability to drill down into the costs associated with bundled services, specific patient groups, or practice patterns can help decision makers better understand variation and costs related to variation—and make changes that will improve value.

Introducing the HFMA-Strata L7 Cost Accounting Adoption Model

In response to an unmet need for strategic cost accounting guidance as the healthcare industry transitions to value-based payment and to actively managing the total cost of care, HFMA and Strata are collaborating to release the L7 Cost Accounting Adoption Model. Analogous to the way the HIMSS Electronic Medical Record Adoption Model (EMRAM) served as a roadmap for accessing better clinical data, the HFMA-Strata Cost Accounting Adoption Model will help providers access accurate and more actionable data on the cost of care.

The L7 Model will help hospitals and healthcare delivery systems measure the adoption and utilization of advanced cost accounting methods, including time-driven and activity-based costing. The model provides an industry standard for helping hospitals and healthcare delivery systems:

- Assess their current cost accounting methodology, understand the level of accuracy of their cost data, and benchmark capabilities against peers, and
- Create a roadmap for the actions required to ensure their cost accounting approach meets their strategic needs

“As hospitals and healthcare delivery systems move toward value-based payment structures, they will need to leverage cost accounting in a much more strategic fashion,” said HFMA President and CEO Joseph J. Fifer, FHFMA, CPA. “To effectively improve their cost accounting capabilities in a rapidly changing and complex setting, health systems need a roadmap to ensure their approach meets their strategic needs.”

Each level of the cost accounting model builds upon the prior level, deploying more extensive data sets and dynamic methodologies to help an organization increase the extensibility and accuracy of their cost data. As an organization moves up to the next level, more sophisticated costing processes and workflows are deployed, generating more meaningful and accurate output. The model also assesses current gaps in source system data to help standardize and automate data capture. At the base of the model are healthcare organizations with a basic cost accounting tool that deploys ratio of cost-to-charge (RCC) methods. An organization that is at Level 7 has expanded the use of time-driven costing to all clinical areas and engages clinicians with the cost data to help drive performance improvements.

“All healthcare providers recognize that understanding the cost of care is mission critical and that a clear set of standards related to cost accounting is a requirement,” stated Dan Michelson, CEO of Strata Decision Technology. “We feel privileged to be able to play a part in helping healthcare providers better understand the cost of care so they can use that data to reduce waste and invest in what matters most to the patients they serve and the care providers they support.”

Strata has earned top honors as the KLAS Category Leader for Business Decision Support and Cost Accounting for five consecutive years and recently authored the book, *Margin + Mission: A Prescription for Curing Healthcare’s Cost Crisis*.

Using the HFMA-Strata L7 Cost Accounting Adoption Model

A webinar [on Tuesday, February 26, 1:30 PM – 2:30 PM CST](#), will be available for healthcare providers to review the structure of the L7 Cost Accounting Adoption Model and introduce the self-assessment tool. Best practices for developing an L7 Roadmap will also be discussed.

To download a copy of the model and register for the webinar, please go [here](#). You can also request a complimentary Cost Accounting Adoption Assessment to help your organization determine their current level and receive recommendations on building out a strategic roadmap.

About HFMA

The [Healthcare Financial Management Association](#) (HFMA) is the nation's premier membership organization for healthcare finance leaders. HFMA builds and supports coalitions with other healthcare associations and industry groups to achieve consensus on solutions for the challenges the U.S. healthcare system faces today. Working with a broad cross-section of stakeholders, HFMA identifies gaps throughout the healthcare delivery system and bridges them through the establishment and sharing of knowledge and best practices. The Association helps healthcare stakeholders achieve optimal results by creating and providing education, analysis, and practical tools and solutions. Its mission is to lead the financial management of health care.

About Strata Decision Technology

Strata Decision Technology provides an innovative cloud-based planning, analytics and performance platform that is used by healthcare providers for financial planning, decision support and continuous improvement. Founded in 1996, the

Strata Exhibit 1: SE1 - HFMA-Strata L7 Cost Accounting Adoption Model™

Confidential Trade Secret and Proprietary Information of Strata Decision Technology, LLC

Company's customer base includes 1,000 hospitals and many of the largest and most influential healthcare delivery systems in the U.S. The Company's StrataJazz® application is a single integrated software platform that includes modules for strategic planning, capital planning, operational budgeting, management and productivity reporting, decision support and continuous improvement. The Company's headquarters are in Chicago. For more information, please visit www.stratadecision.com.

Contacts:

HFMA: Karen Thomas, kthomas@hfma.org, 708.492.3377

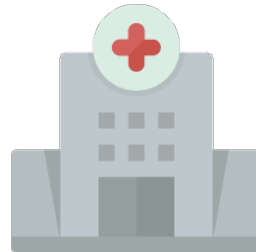
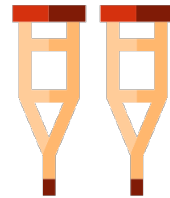
Strata Decision Technology: Christie Markiewicz, cmarkiewicz@stratadecision.com, 217.531.2604

The Strata L7™ Advanced Cost Accounting Adoption Model

Level	Methodology
7	+ Comprehensive Time Driven Costing in highest labor expense areas + Cost Data integrated to Order Sets, All Covered services internal & external
6	+ Physician Activity Costing + External Claims for Bundled/MSSP/ACO programs, All Covered services internal & external
5	+ Comprehensive Activity Based Costing in all known areas for clinical/acuity variation and patient supporting areas, Entire Health System
4	+ Post Acute Care Costing + Time Driven Surgical Costing + 340b Discounting, Entire Health System
3	+ Collaborative workflow for RVUs + Physician Costing at Practice Level + Non-Chargeable Supply Costing + Limited Activity Based Costing , Hospitals and Physician Group
2	+ Acquisition Based Costing for Chargeable Supplies & Drugs + Accurate variability assignments, Limited to Hospitals
1	+ Historical RVUs + RCC + Markups for supplies, Limited to Hospitals
0	Own a Cost Accounting System, Primarily RCC run on an annual basis, Limited to Hospitals

Story of 2 Patients...

Steve



**Total Knee
Replacement**

Age: 65

No Pre-existing conditions

Payor: **Medicare**

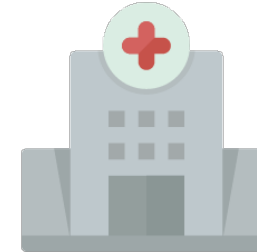
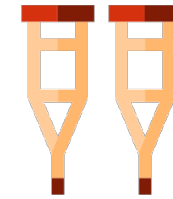
Surgeon: **Dr. Groves**

Charges: **\$32,000**

Payment: **\$12,000**

Direct Cost at Level 0(RCC): \$11,000

Josh



**Total Knee
Replacement**

Age: 65

No Pre-existing conditions

Payor: **Medicare**

Surgeon: **Dr. Cerny**

Charges: **\$32,000**

Payment: **\$12,000**

Direct Cost at Level 0: \$11,000

- Are the patients exactly the same if the charges are the same?
- Are Dr. Groves and Dr. Cerny performing the surgery in a standardized manner?
- What opportunities exist to improve costs for each patient?
- Did we actually have a margin of \$1000 on each?
- Do we have enough information to set \$12,000 as the target price for a 90 Bundle?

Let's take the advanced cost accounting journey....

Costing Level 1: Deployed Historical RVUs

- Historical RVUs deployed for:
 - Surgery
 - Estimated time 60 minutes
 - Imaging
 - RCC
 - Supplies
 - Average Cost \$1,500
 - Implant
 - RCC

Operating Room RVU vs. RCC Example - RCC V
Department: 1000 - OPERATING ROOM
All Direct Labor Costs

Charge Code	Units Of Service	Charge per Unit	Cost % of Charges
0210906 - OR LEVEL 5 ADD 15 MINUTES	7,114	\$ 1,690	9.0%
0210708 - OR LEVEL 4 ADD 15 MINUTES	2,312	\$ 1,433	9.0%
0210807 - OR LEVEL 5 1ST HOUR	464	\$ 6,764	9.0%
0210609 - OR LEVEL 4 1ST HOUR	373	\$ 5,726	9.0%
0210401 - OR LEVEL 3 1ST HOUR	443	\$ 4,688	9.0%
0210203 - OR LEVEL 2 1ST HOUR	506	\$ 3,648	9.0%
0210500 - OR LEVEL 3 ADD 15 MINUTES	1,556	\$ 1,172	9.0%
0211102 - OR LEVEL 6 ADD 15 MIN	592	\$ 1,989	9.0%
0210302 - OR LEVEL 2 ADD 15 MINUTES	654	\$ 912	9.0%
0210005 - OR LEVEL 1 1ST 1-2 HR	210	\$ 1,561	9.0%
0211003 - OR LEVEL 6 1ST HOUR	37	\$ 7,784	9.0%
0210104 - OR LEVEL 1 ADD 15 MINUTES	428	\$ 391	9.0%

Operating Room RVU vs. RCC Example - RVU
Department: 1000 - OPERATING ROOM
All Direct Labor Costs

Charge Code	Units Of Service	Charge per Unit	Cost % of Charges
0210906 - OR LEVEL 5 ADD 15 MINUTES	7,114	\$ 1,690	8.2%
0210708 - OR LEVEL 4 ADD 15 MINUTES	2,312	\$ 1,433	8.9%
0210807 - OR LEVEL 5 1ST HOUR	464	\$ 6,764	8.1%
0210609 - OR LEVEL 4 1ST HOUR	373	\$ 5,726	8.9%
0210401 - OR LEVEL 3 1ST HOUR	443	\$ 4,688	9.9%
0210203 - OR LEVEL 2 1ST HOUR	506	\$ 3,648	11.4%
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0210005 - OR LEVEL 1 1ST 1-2 HR	210	\$ 1,561	7.8%
0211003 - OR LEVEL 6 1ST HOUR	37	\$ 7,784	11.4%
0210104 - OR LEVEL 1 ADD 15 MINUTES	428	\$ 391	20.2%

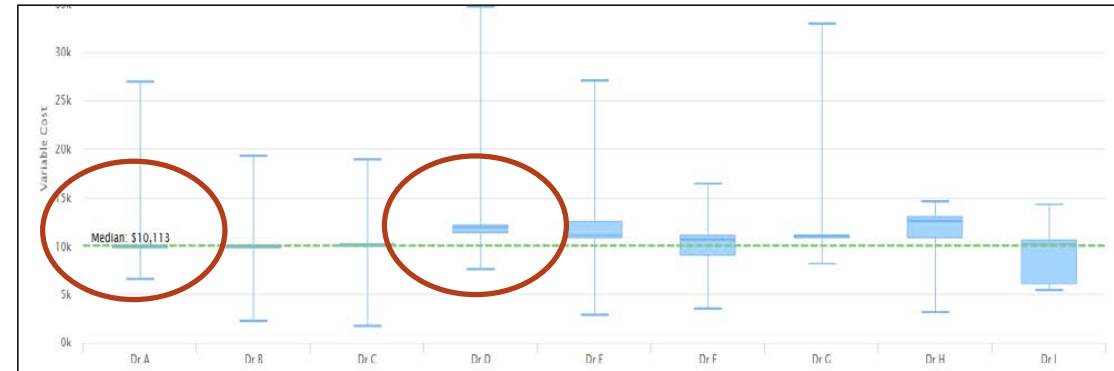
More accurate distribution of expenses based on RVUs...

Since Charge Codes are the same, costs are the same but higher for both.

Steve: \$11,500
Josh: \$11,500

Costing Level 2: Deployed Acquisition Based Costing

- **Steve's Case:** Dr. Groves used a **Stryker Implant (Knee Construct Advanced)** - **\$2,000**
- **Josh's Case:** Dr. Cerny used a **Smith Nephew Implant** - **\$3,000**



By identifying the implant used and attributing acquisition costs to each case, the use of different vendors by each physician resulted in a variation of costs:

Steve: \$10,800
Josh: \$12,500

Costing Level 3 Phase 1: Collaborative RVU Study Rollout

Clinician Input for RVUs across all key areas (80/20 or more)

LABOR

Job Code Group	Average Wage Rate	Staff Count	Pre-Procedure Minutes	Procedure Minutes	Post-Procedure Minutes	Total Minutes	RVU
1 Assistants/Technicians	\$42.35	1	0	20	0	20	20.00

NON-CHARGEABLE SUPPLIES

Non-Chargeable Supply	Quantity	Unit Cost	RVU
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EQUIPMENT DEPRECIATION

Equipment	Annual Depreciation (\$/year)	Procedure Minutes	RVU
1 Equipment	\$100,000.00	20	16.03 Delete

Imaging – No longer RCC

Tech Time: **20 minutes**

Equipment Depreciation: RVU

Based on procedure time and depreciation/minute calculation

Imaging Costs increased to \$200 from \$100

Both Josh and Steve impacted...

Steve: \$10,900

Josh: \$12,600

Costing Level 3 Phase 2: Deployed Physician Costing

Direct Cost	
Steve	
HOSP PRO	
27236 - OPEN TX FEM FX PROX END FIX-PROSTH	\$4,627.23
99221 - INIT HOSP-DAY EM LOW SEVER 30 MIN	\$497.48
99223 - INIT HOSP-DAY EM HI SEVRITY 70 MIN	\$450.32
99232 - SUBSQT HSP-DAY EM MINR CMPL 25 MIN	\$338.78
All Others	\$298.82
Total HOSP PRO	\$6,212.63
POST DSC PRO	
99310 - SUBSEQUENT NURSING FACILITY CARE PER DAY FOR TH*	\$355.11
99213 - OFFICE VISIT EST.LEVEL3 (99213)15MIN	\$297.10
99316 - NURSING FACIL D-C DAY MGMT; 30 MIN	\$148.89
G0180 - PHYS CERT MCR-COVR HOM HLTH SRVC	\$132.59
All Others	\$172.07
Total POST DSC PRO	\$1,105.75
Total Steve	\$7,318.38

Direct Cost	
Josh	
HOSP PRO	
27447 - ARTHPLSTY KNEE CONDYLE; MEDLAT	\$5,379.47
99233 - SUBSQT HOSP-DAY EM SIG CMPL 35 MIN	\$164.82
73560 - RADEX KNE 1-2 VIEWS	\$25.86
99232 - SUBSQT HSP-DAY EM MINR CMPL 25 MIN	\$18.36
All Others	\$8.58
Total HOSP PRO	\$5,597.09
POST DSC PRO	
99310 - SUBSEQUENT NURSING FACILITY CARE PER DAY FOR TH*	\$566.53
99214 - OFFICE VISIT EST.LEVEL4 (99214)25MIN	\$170.21
99024 - POST-OP FOLLOW-UP VISIT	\$157.00
99306 - INITIAL NURSING FACILITY CARE PER DAY FOR THE E*	\$153.83
All Others	\$244.19
Total POST DSC PRO	\$1,291.76
PRE ADM PRO	
99214 - OFFICE VISIT EST.LEVEL4 (99214)25MIN	\$220.85
99213 - OFFICE VISIT EST.LEVEL3 (99213)15MIN	\$172.03
99202 - OFFICE VISIT NEW LEVEL2 (99202)20MIN	\$137.31
73562 - RADEX KNE 3 VIEWS	\$72.70
All Others	\$90.91
Total PRE ADM PRO	\$693.80
Total Josh	\$7,582.65

Included Hospital + Pre-Admission and Post Discharge Professional Costs

Josh had a number of pre-admission visits but Steve had more expense Hospital Professional services.

Note: This doesn't account for compensation differences between Dr. Cerny and Dr. Groves.

Steve: \$10,900 + \$7,318

Josh: \$12,600 + \$7,582



Costing Level 4: Deploy Time Driven Surgical Costing

		Patient A		Patient B		Staff Times	
		Staff Time	Staffing Count	Staff Time	Staffing Count	Tech Time	
Steve	Physician						
	470 - MAJOR HIP AND KNEE JOINT REATTACHMENT OF LOWER EXTREMITY	Surgery Profeses					
	OPERATING ROOM SERVICE CLASSIFICATION	1 - Physician					
		Total Surgery Profeses					
Josh	RN						
	470 - MAJOR HIP AND KNEE JOINT REATTACHMENT OF LOWER EXTREMITY	Recovery					
	OPERATING ROOM SERVICE CLASSIFICATION	5 - Recovery Nurse					
		Total Recovery					
	Surgery						
	110 - Relief Circulator						
	20 - Circulator						
	4 - Preprocedure Nurse						
	Tech						
	130 - Relief Scrub						
	150 - Scrub Person						
	Total Surgery						

Costing Level 4: Deploy Time Driven Surgical Costing

		RVU Direct Costs		TDC Direct Costs		Staff Times	
Charge		Tech	RN	Tech	RN	RN Time	Tech Time
Steve							
470 - MAJOR HIP AND KNEE JOINT REPLACEMENT OR REATTACHMENT OF LOWER EXTREMITY W-O MCC							
OPERATING ROOM SERVICES - GENERAL CLASSIFICATION							
	\$32,000	\$450	\$472	\$327	\$338	215	362
Josh							
470 - MAJOR HIP AND KNEE JOINT REPLACEMENT OR REATTACHMENT OF LOWER EXTREMITY W-O MCC							
OPERATING ROOM SERVICES - GENERAL CLASSIFICATION							
	\$32,000	\$450	\$472	\$683	\$403	256	756

Steve's surgery utilized fewer OR Staff minutes vs Josh's

Steve: \$17,296

Josh: \$20,336

Costing Level 5: Activity Based Costing

Incorporating Acuity into the mix... Deploying ABC Beyond Charges...

	Room and Board
Average/Current Cost per Case	\$2,190
Steve Cost Per Case	
Acuity - 3M	\$1,148
Josh Cost Per Case	
Acuity - 4M	\$3,172

Since Josh had a higher acuity stay...

Steve: \$16,254
Josh: \$21,328

	Direct Cost Per Case	Charge
EVS-IP-1		
ACTCOST_29 - EVS-IP-1	\$257	\$0.00
Ortho Admin 10001-25000		
ACTCOST_114 - Ortho Admin 10001-25000	\$54	\$0.00
Inpatient Registration		
ACTCOST_19 - Inpatient Registration	\$26	\$0.00
Medical Records - Inpatient		
ACTCOST_11 - Medical Records - Inpatient	\$22	\$0.00
SR Utilities - Surgery		
ACTCOST_95 - SR Utilities - Surgery	\$18	\$0.00

Patient Services now treated as direct costs...

Steve: \$16,631
Josh: \$21,705

Costing Level 6: Deploy Physician Activity Costing

- Physician Compensation Costing
- Simple Example*
 - Dr. Groves = \$ 500,000
 - 1 Patient (Steve) this year
 - Dr. Cerny = \$1,000,000
 - 1 Patient (Josh) this year

On average, Steve's physician services would account for **1/3** and Josh's would account for **2/3** the total Physician Compensation in this Ortho Practice.

Steve: \$14,191
Josh: \$24,209

Dr. Groves P&L | | Dr. Cerny P&L

	Dr. Cerny Physician Billing	Dr. Groves Physician Billing
Revenue		
Gross Revenue	\$4,291,094	\$2,109,275
Net Revenue	\$1,943,631.28	\$1,035,371.94
Direct Costs		
Benefits Mid-Level	\$33,506	\$26,187
Benefits Prof	\$170,498	\$51,676
Benefits Staff	\$76,747	\$41,248
Cost Adjustments	\$(2,281)	\$(1,160)
Depr & Amort	\$12,175	\$8,241
Insurance	\$26,557	\$10,612
Occupancy	\$1,713	\$1,211
Other Expenses	\$6,318	\$3,697
Purchased Services	\$27,084	\$16,178
Salaries and Wages Mid-Level	\$179,612	\$149,949
Salaries and Wages Prof	\$1,306,531	\$487,320
Salaries and Wages Staff	\$218,270	\$114,918
Supplies	\$112,361	\$66,214
Total Direct Costs	\$2,169,092	\$976,291
Sustaining Costs		
Indirect Cost	\$562,475	\$367,335
Net Margin	\$(787,936)	\$(308,255)

Costing Level 7: Expanding Time Driven Costing to All Clinical Areas

TDC For Clinic Visits

	Charge	Billed Units of Service	Physician Time
Steve			
99213 - OFFICE OUTPATIENT VISIT 15 MINUTES	\$188	1	34
Josh			
99213 - OFFICE OUTPATIENT VISIT 15 MINUTES	\$188	1	76

RVU Methodology		Time Based Methodology	
Direct Cost	Cost Per Unit	Time Based Direct Cost	Cost Per Unit
\$71	\$70.61	\$52	\$52.36
\$71	\$70.61	\$117	\$117.05

TDC For Imaging

	Tech Time
Imaging	
Steve	7.11
Josh	16.18

Steve: \$14,095

Josh: \$24,333

What could you do differently having identified the variation?

Other Areas of Focus: External Claims

In-Network Costs

Direct Cost
Indirect Cost
Total In-Network Costs

FY2017

FY2018

\$232,328,984	\$136,141,137
\$51,797,967	\$31,935,333
\$51,797,967	\$31,935,333

Out of Network Costs

Out of Network Costs

Comprehensive Perinatal Care Services
Durable Medical Equipment
EPSDT Supplemental Services
Genetic Counseling Services
Ground Medical Transportation
Home Health Agency Services
Hospice Services
Medical Supplies
Optometric Supplies and Services
Pharmaceutical Services
Rehabilitation Center Outpatient Services

\$2,225,806	\$2,274,194
\$127,972	\$172,028
\$55,050	\$44,950
\$112,889	\$137,111
\$202,290	\$297,710
\$287,924	\$462,076
\$303,280	\$486,720
\$255,944	\$344,056
\$27,500	\$27,500
\$774,271	\$725,729
\$194,444	\$155,556
\$4,567,370	\$5,127,630

Total Out of Network Costs

1

OR

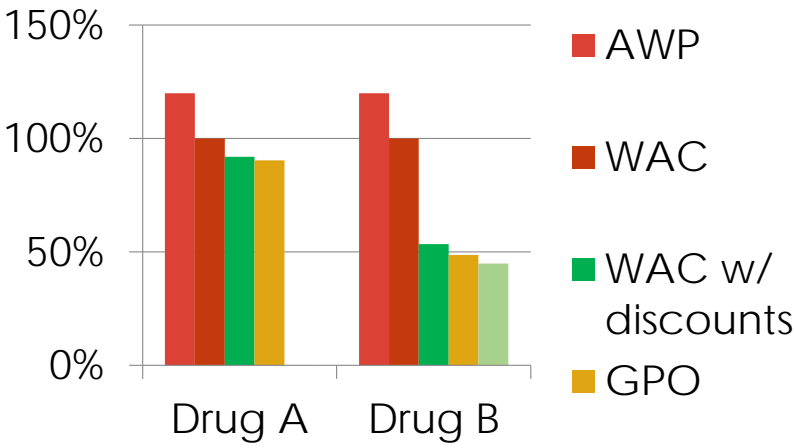
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Integrate
external
claims and
link to current
patients

Identify
population
and allocate
amounts

Other Areas of Focus: 340b Costing

Patient receives Drug A...	Cost
at market-reported rate (WAC)	100%
at non-340B eligible clinic (WAC w/ discounts)	92%
during inpatient admission (GPO)	90%
at 340B-eligible outpatient dialysis clinic (340B)	0.02%

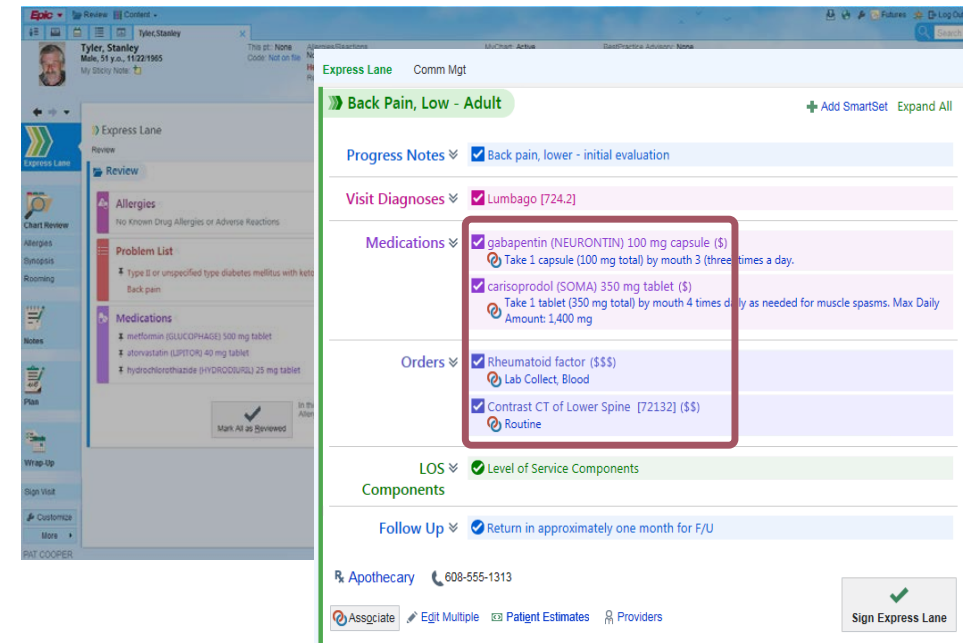


7070 - Pharmacy

NDC50242008525 - ACTIVASE 100 MG INTRAVENOUS SOLUTION
NDC50242008527 - ACTIVASE 100 MG INTRAVENOUS SOLUTION
NDC50242004413 - ACTIVASE 50 MG INTRAVENOUS SOLUTION
NDC00078082581 - SANDOSTATIN LAR DEPOT 30 MG INTRAMUSCULAR SUSPENDED RELEASE
NDC50242004406 - ACTIVASE 50 MG INTRAVENOUS SOLUTION
NDC00078081881 - SANDOSTATIN LAR DEPOT 20 MG INTRAMUSCULAR SUSPENDED RELEASE
NDC00078081181 - SANDOSTATIN LAR DEPOT 10 MG INTRAMUSCULAR SUSPENDED RELEASE
NDC63020004901 - VELCADE 3.5 MG SOLUTION FOR INJECTION
NDC63323035120 - RIFAMPIN 600 MG INTRAVENOUS SOLUTION

Drug Derived Price	Drug 340B Price	Drug AWP Price	Drug EHR Price	Drug GPO Price	Drug WAC Price
\$67,208.86	\$89,881.40	\$0.00	\$580,823.76	\$409,216.70	\$484,019.80
\$10,893.72	\$29,220.61	\$0.00	\$190,087.78	\$90,027.67	\$157,893.84
\$54,590.34	\$21,145.10	\$0.00	\$348,494.26	\$233,253.46	\$289,258.44
\$9,540.34	\$9,392.50	\$0.00	\$66,000.31	\$45,466.87	\$55,000.26
\$67,395.94	\$51,483.71	\$0.00	\$638,906.14	\$433,769.60	\$531,916.60
\$54,841.71	\$58,996.51	\$0.00	\$411,373.87	\$196,599.73	\$341,694.48
\$10,672.56	\$7,750.68	\$0.00	\$37,379.16	\$23,175.07	\$31,149.30
\$28,089.18	\$13,771.32	\$0.00	\$61,555.20	\$51,296.00	\$51,296.00
\$13,232.13	\$36,899.40	\$0.00	\$185,619.60	\$143,846.09	\$154,683.00

“Nudge” clinicians and lower costs...

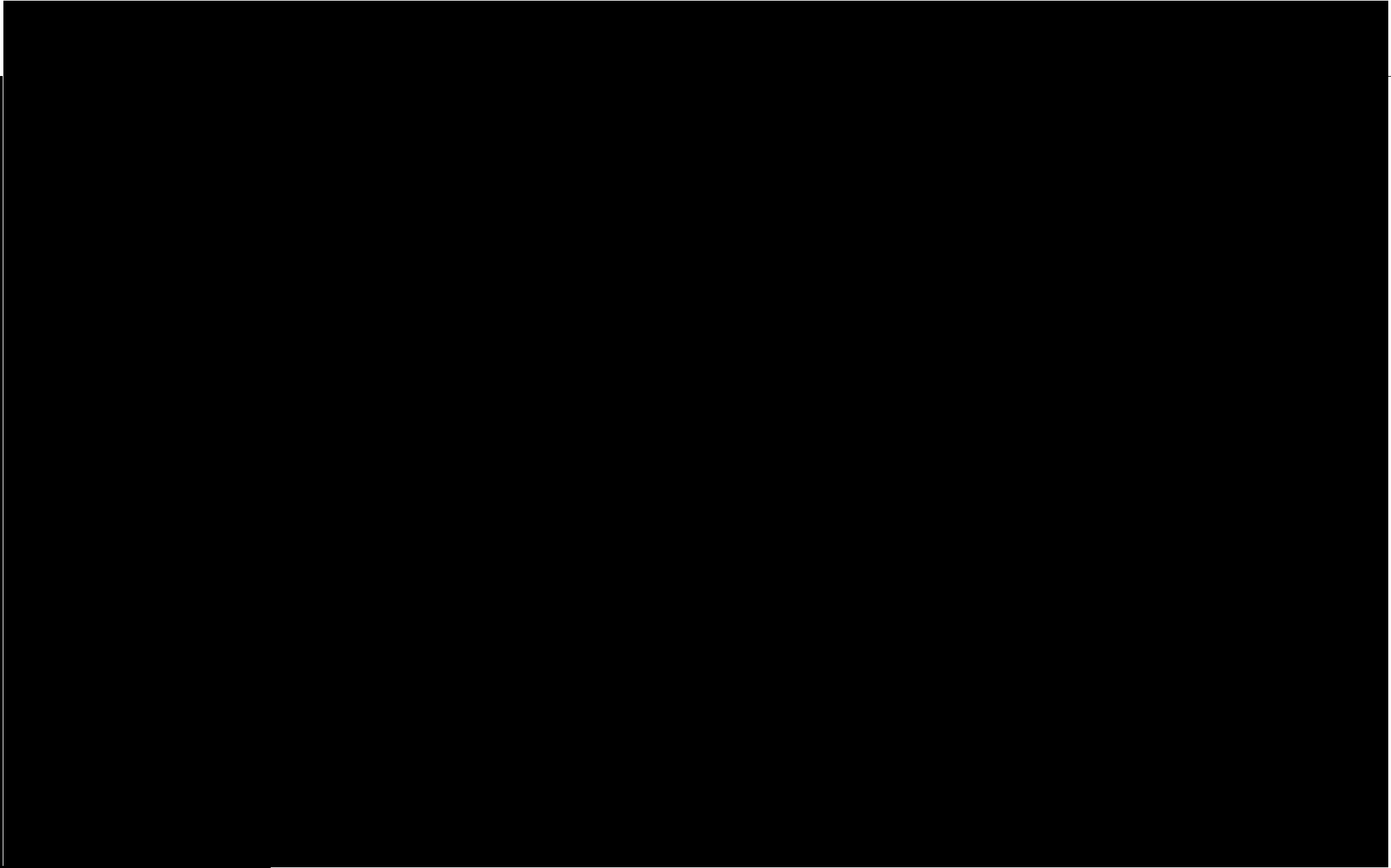


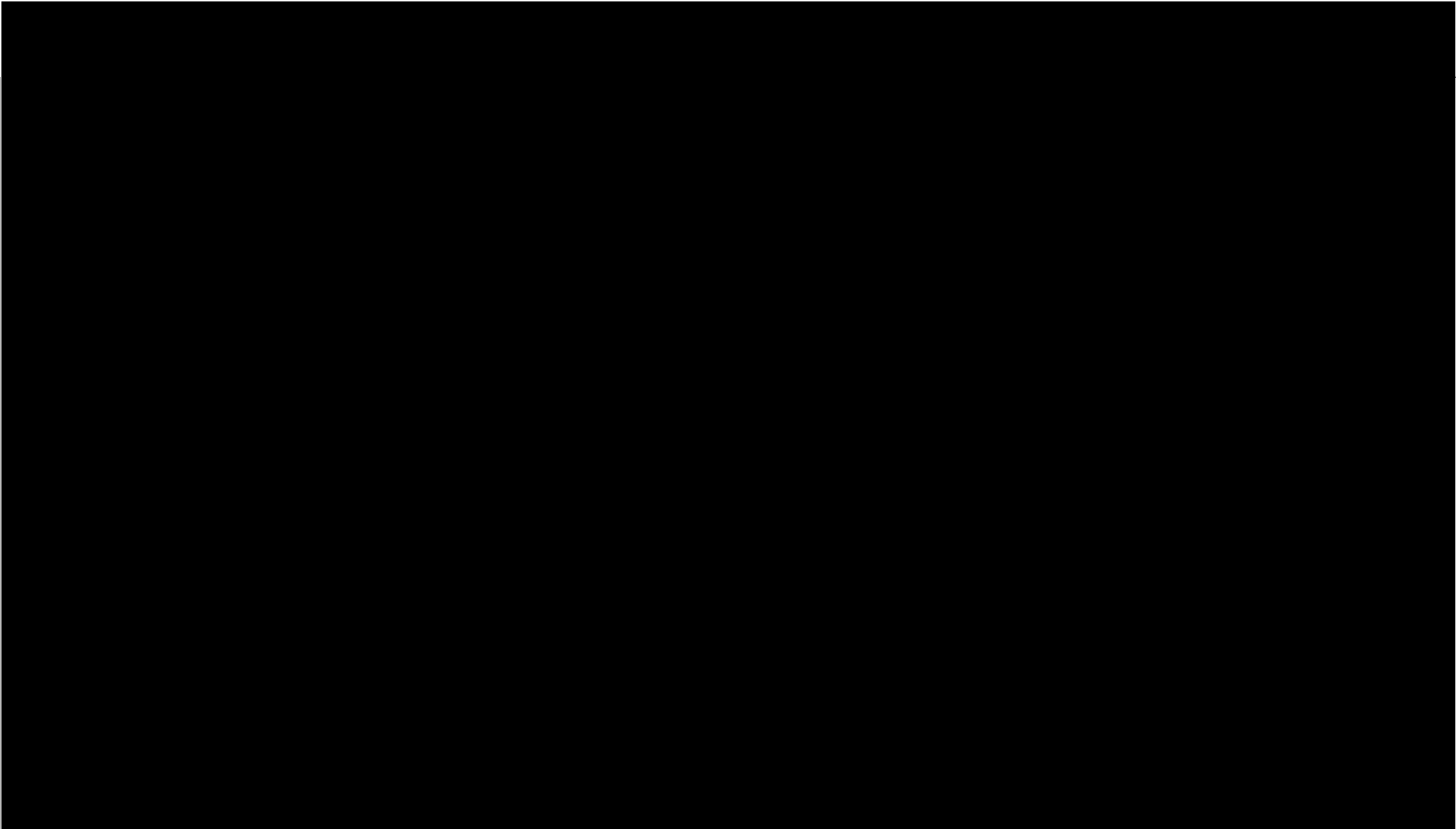
Is your organization ready?

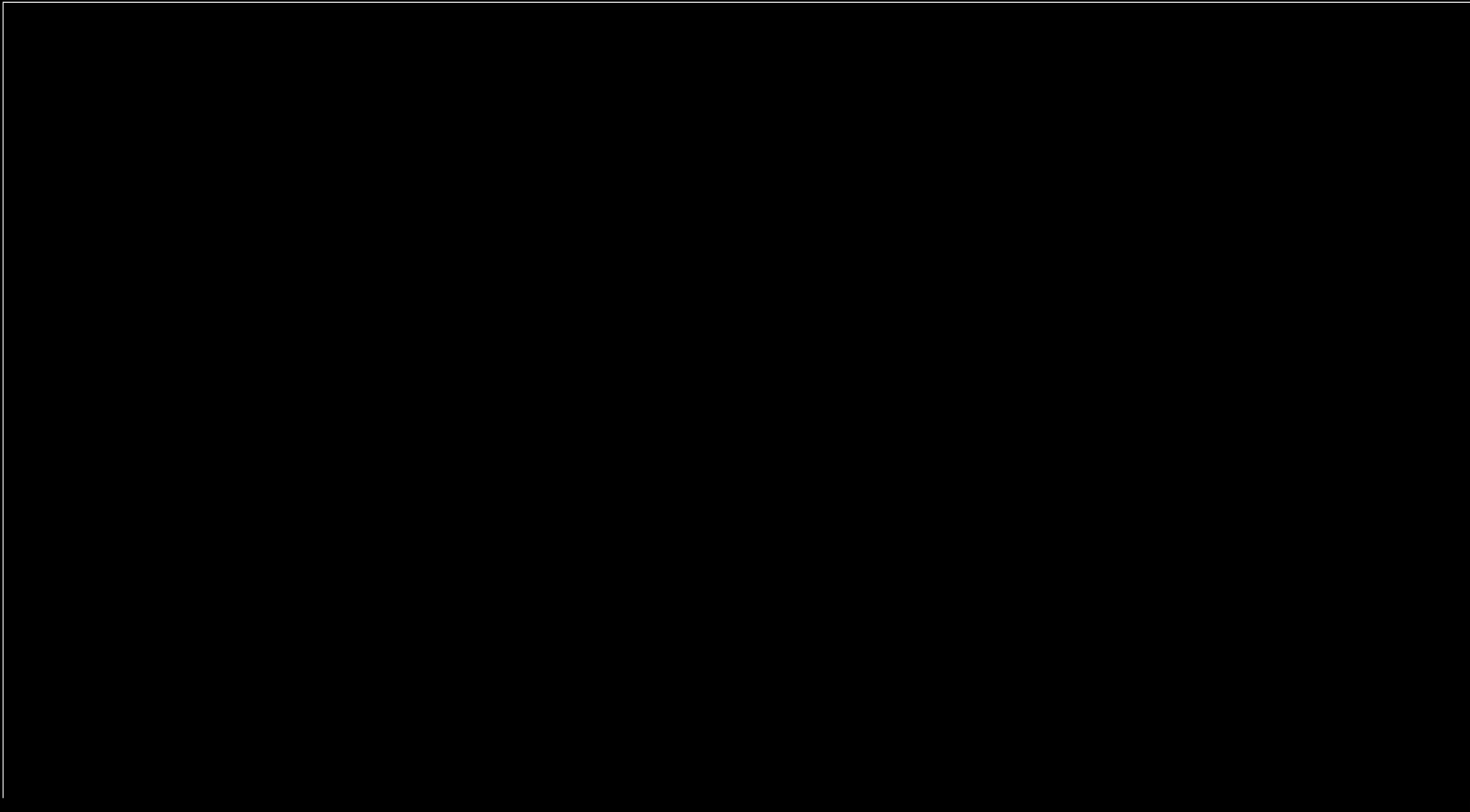


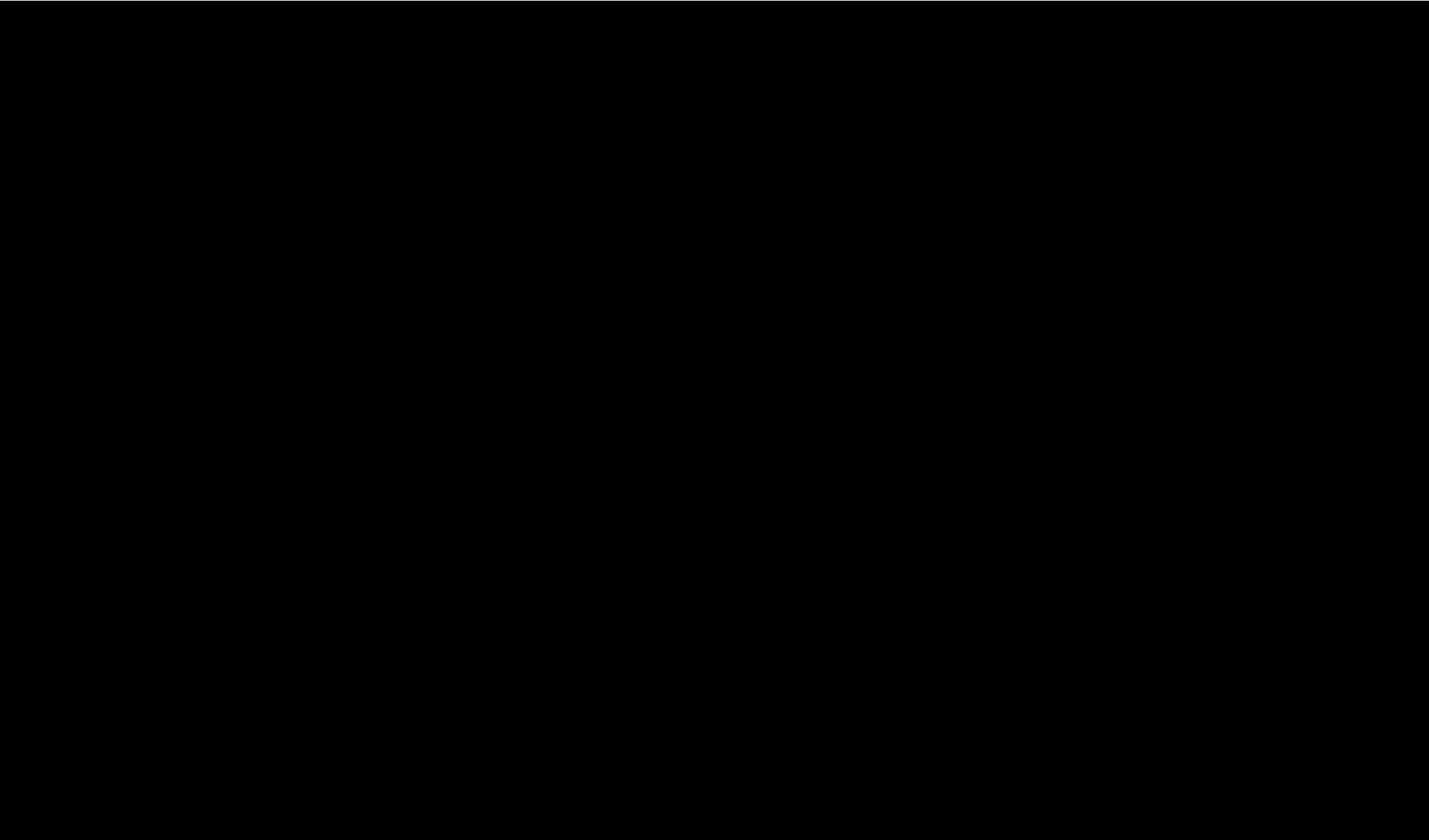
L7 In Action

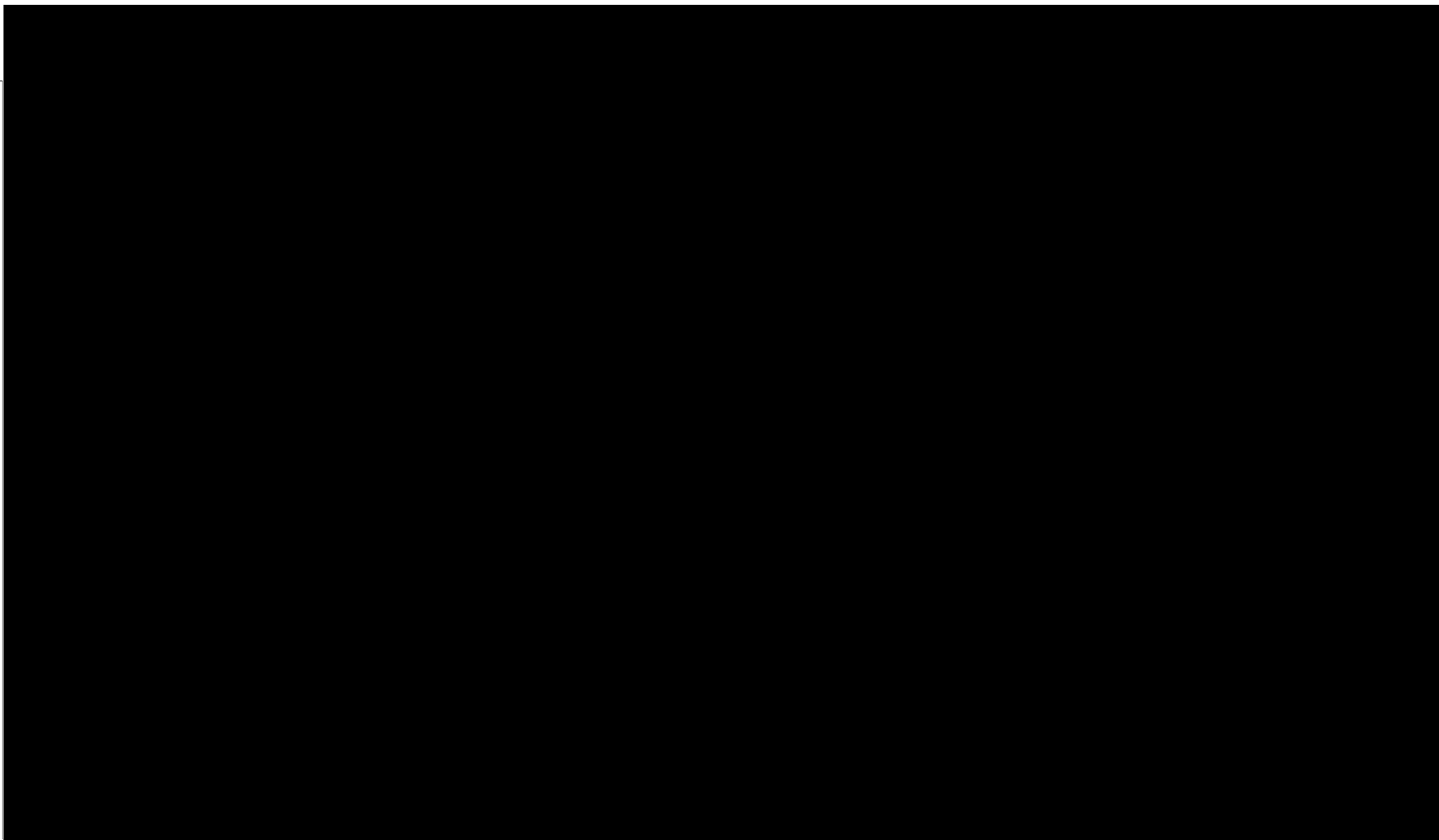


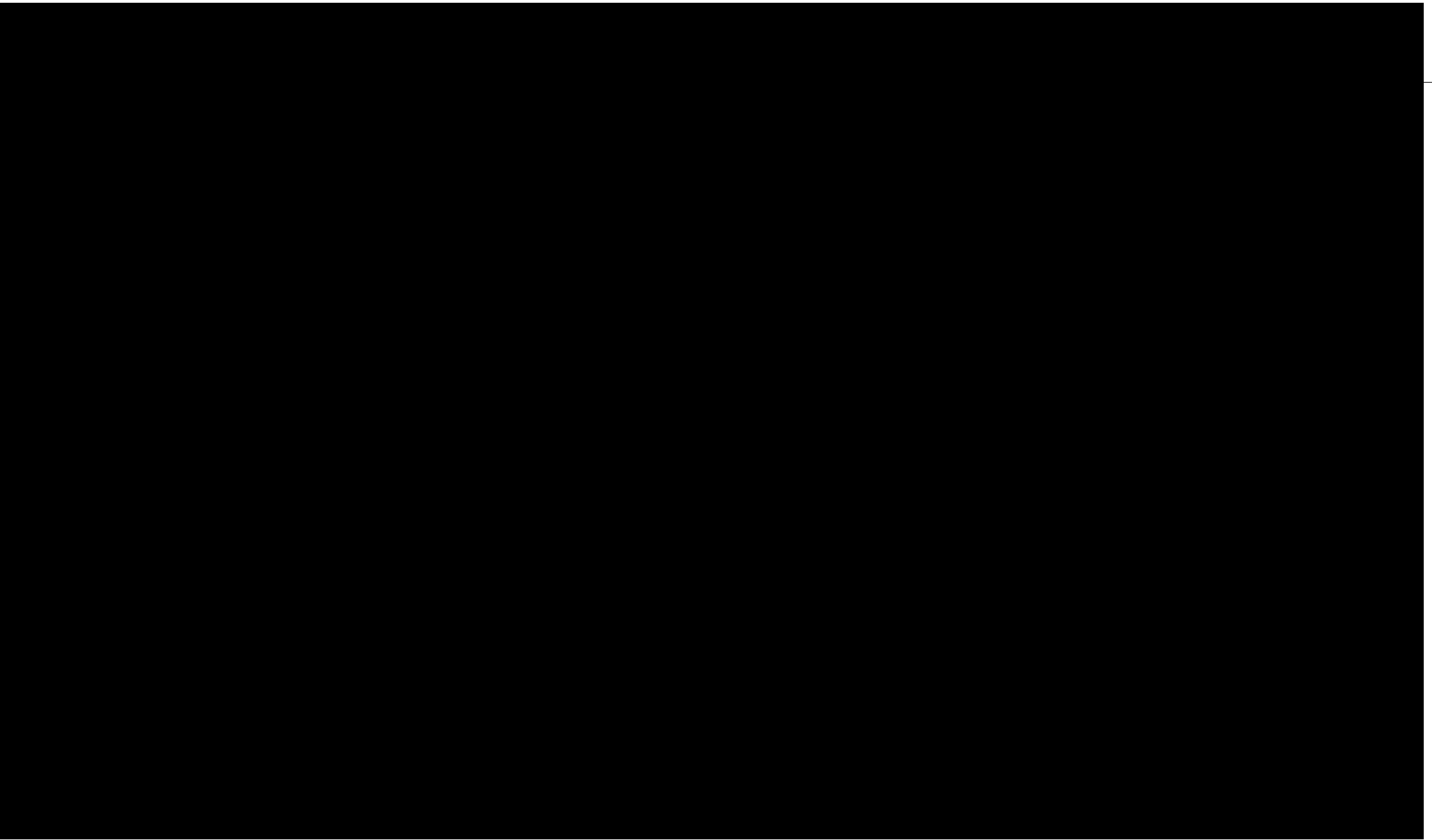


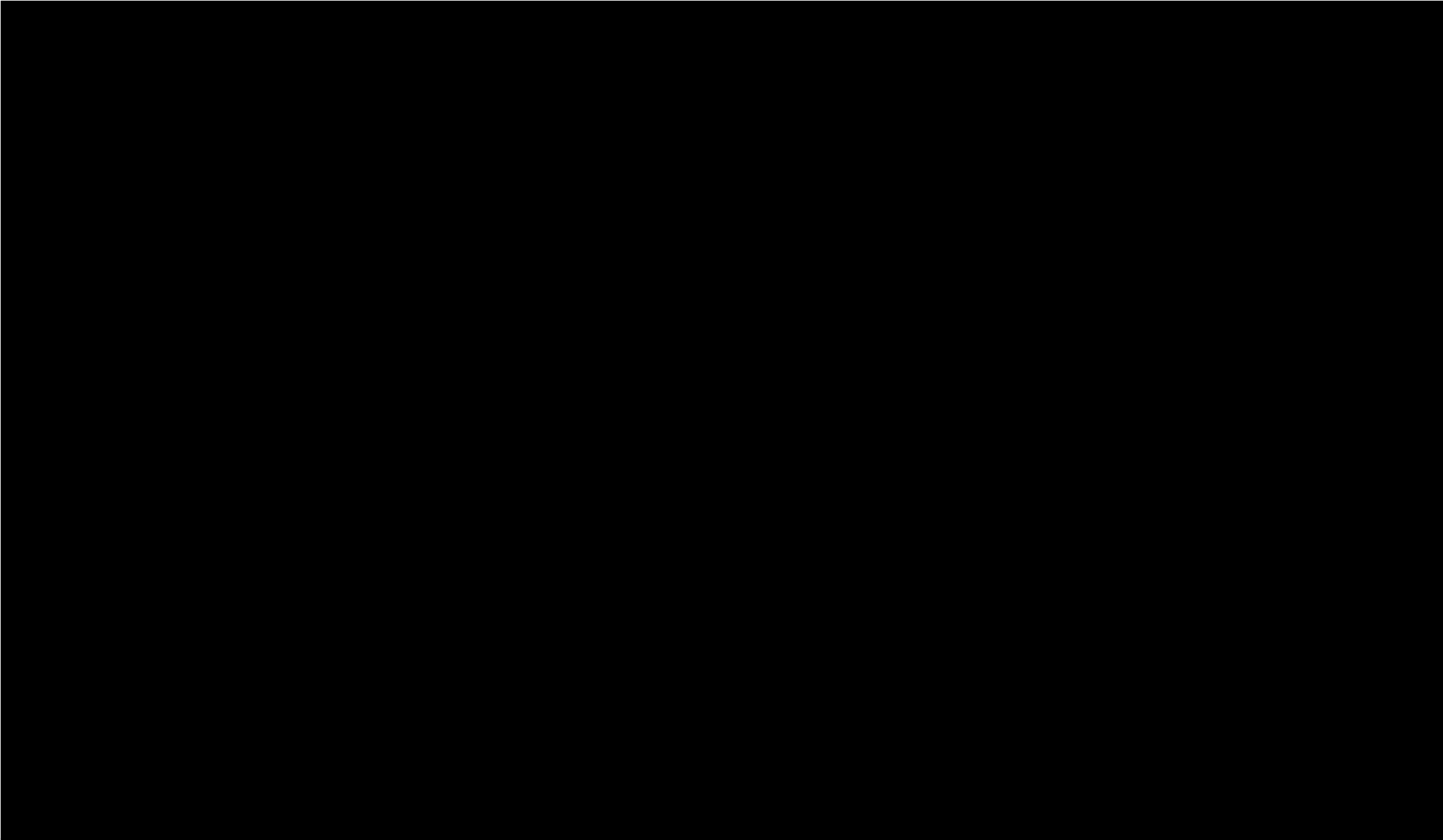


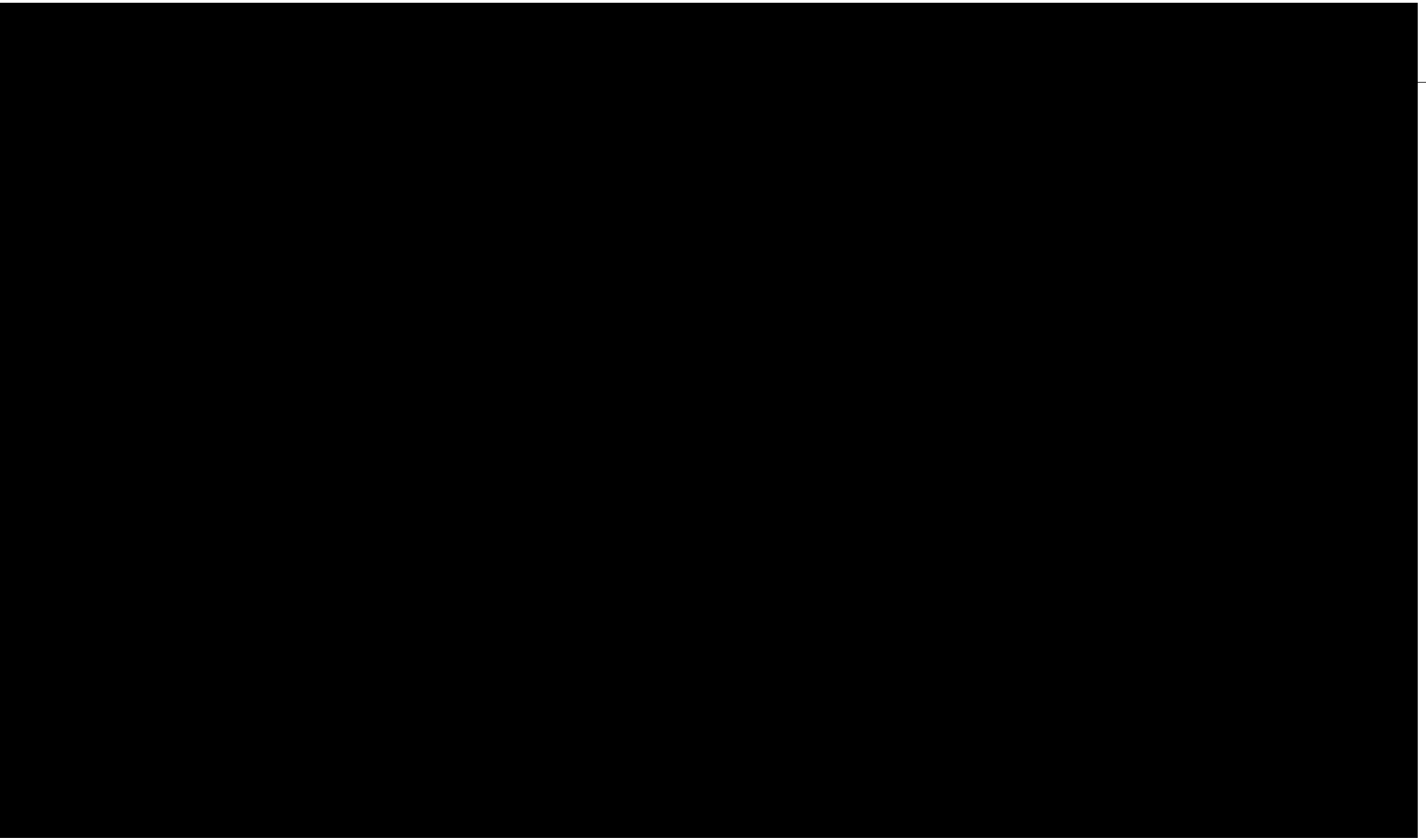




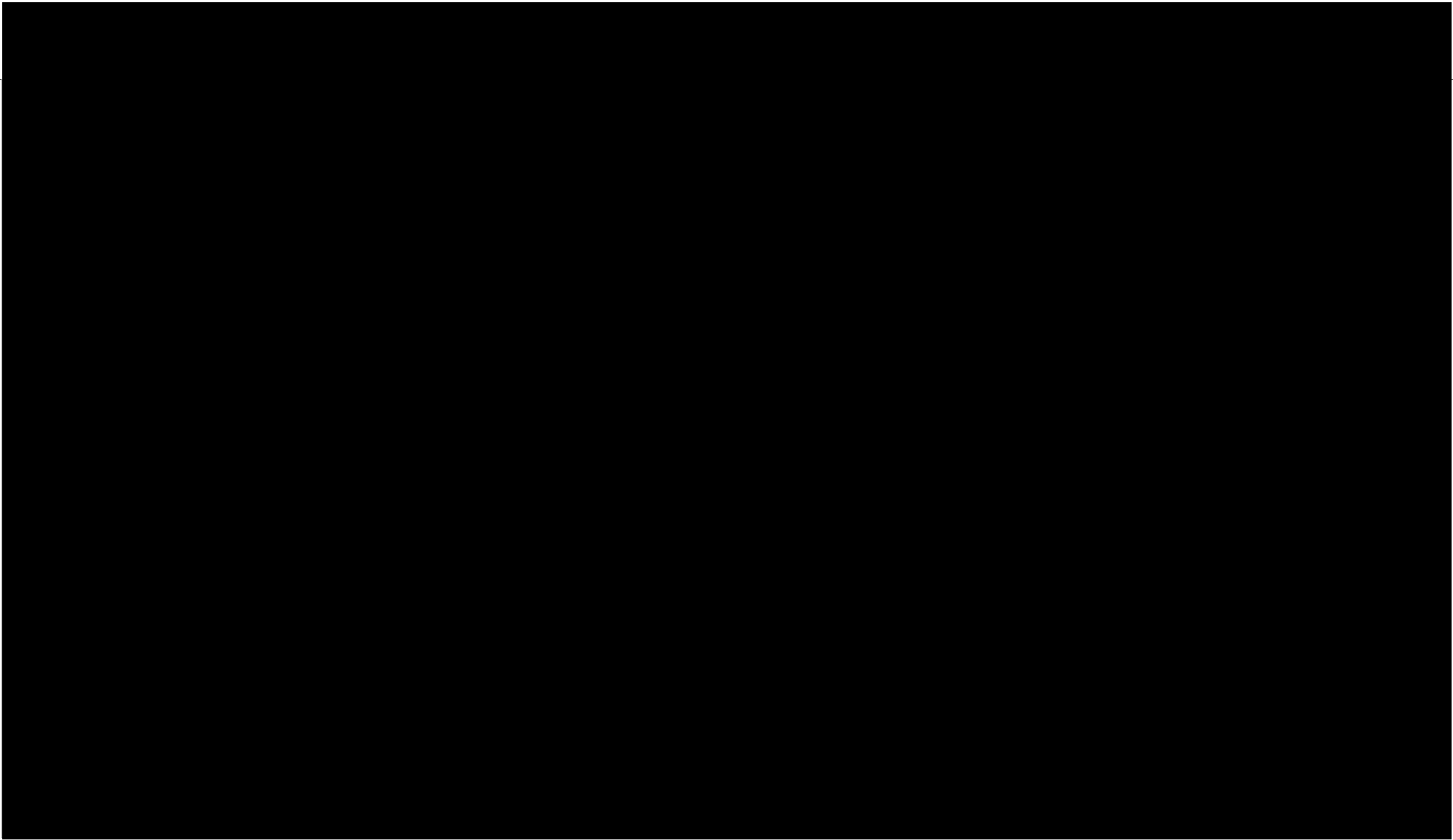


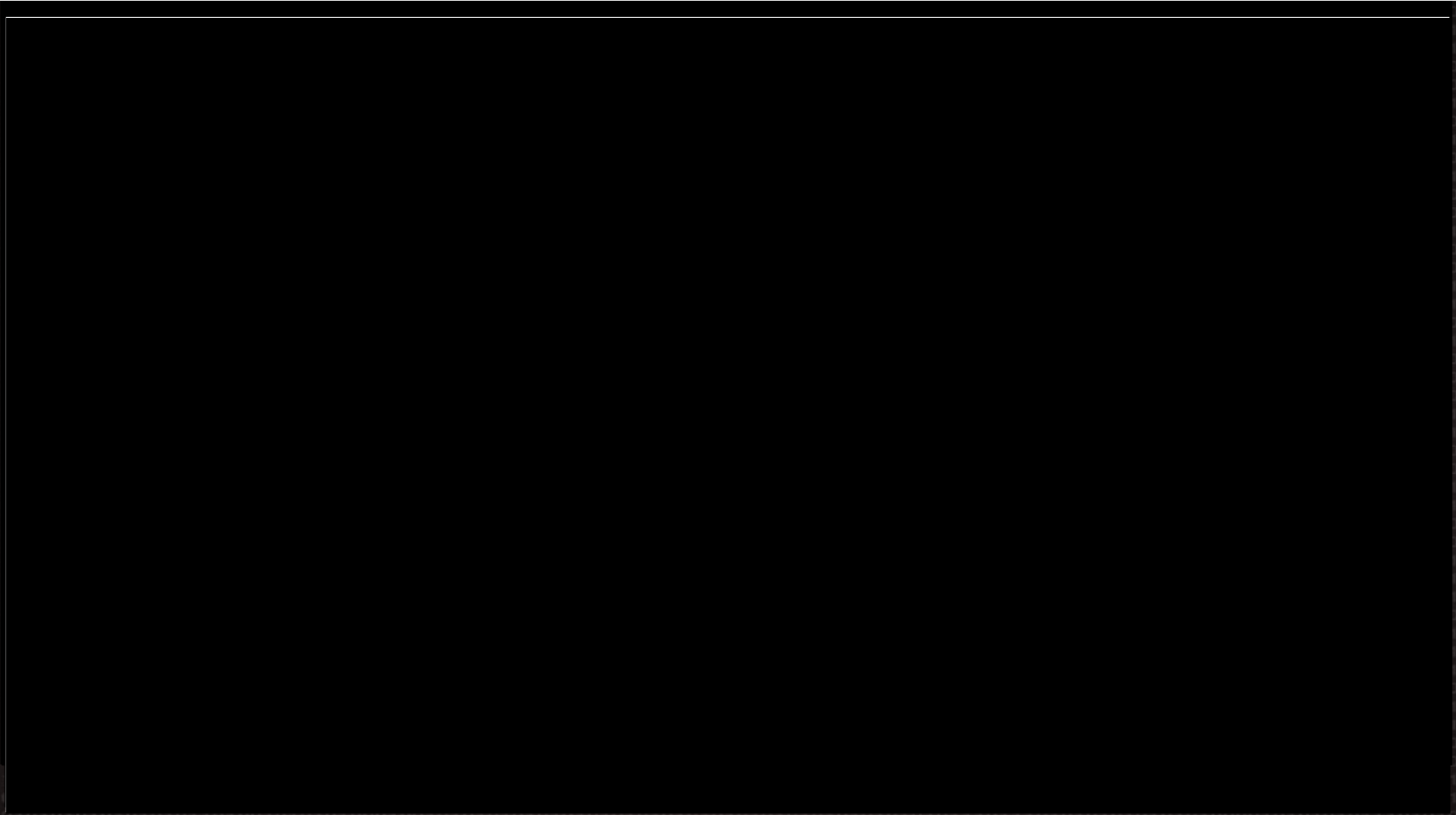




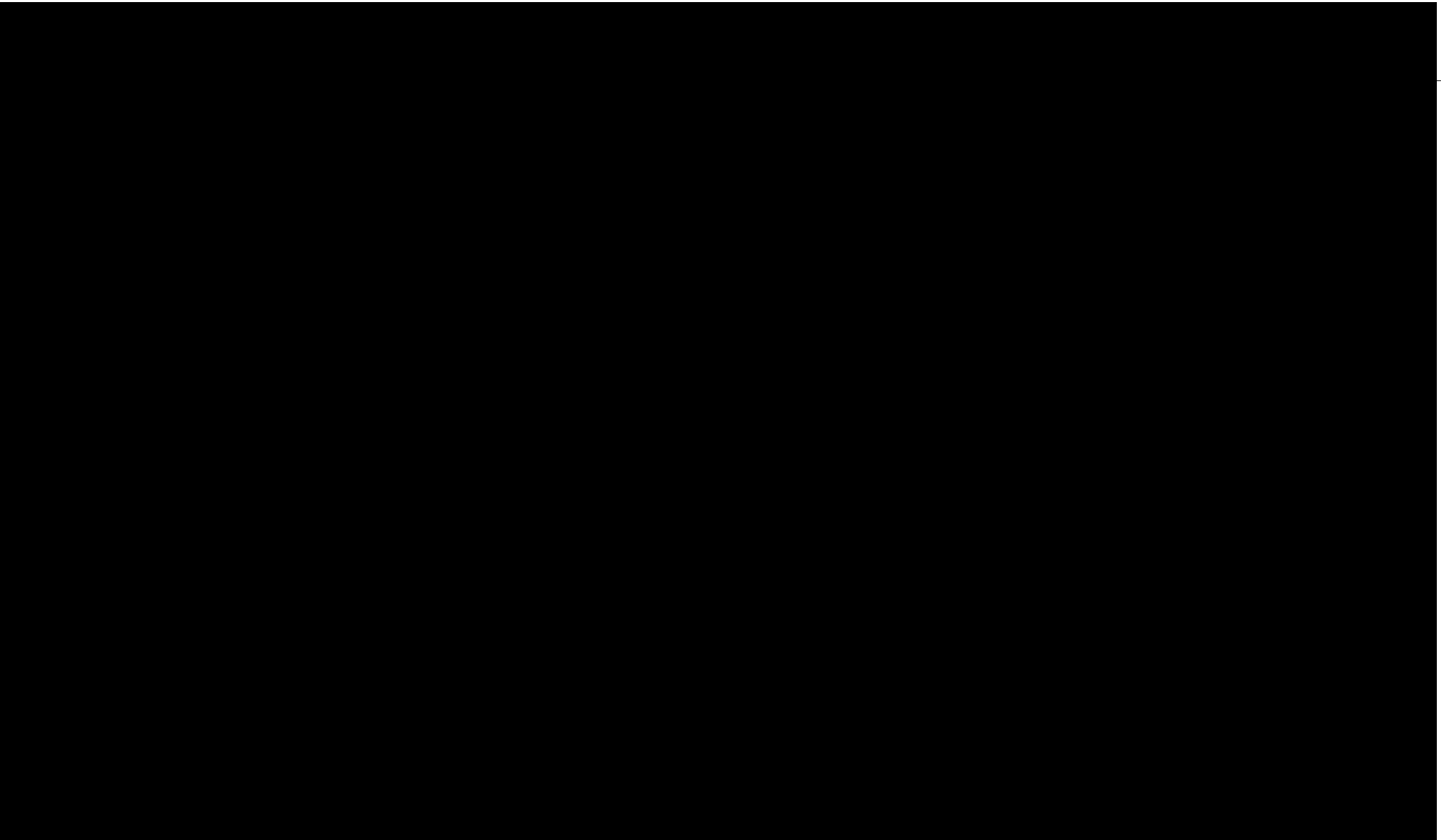


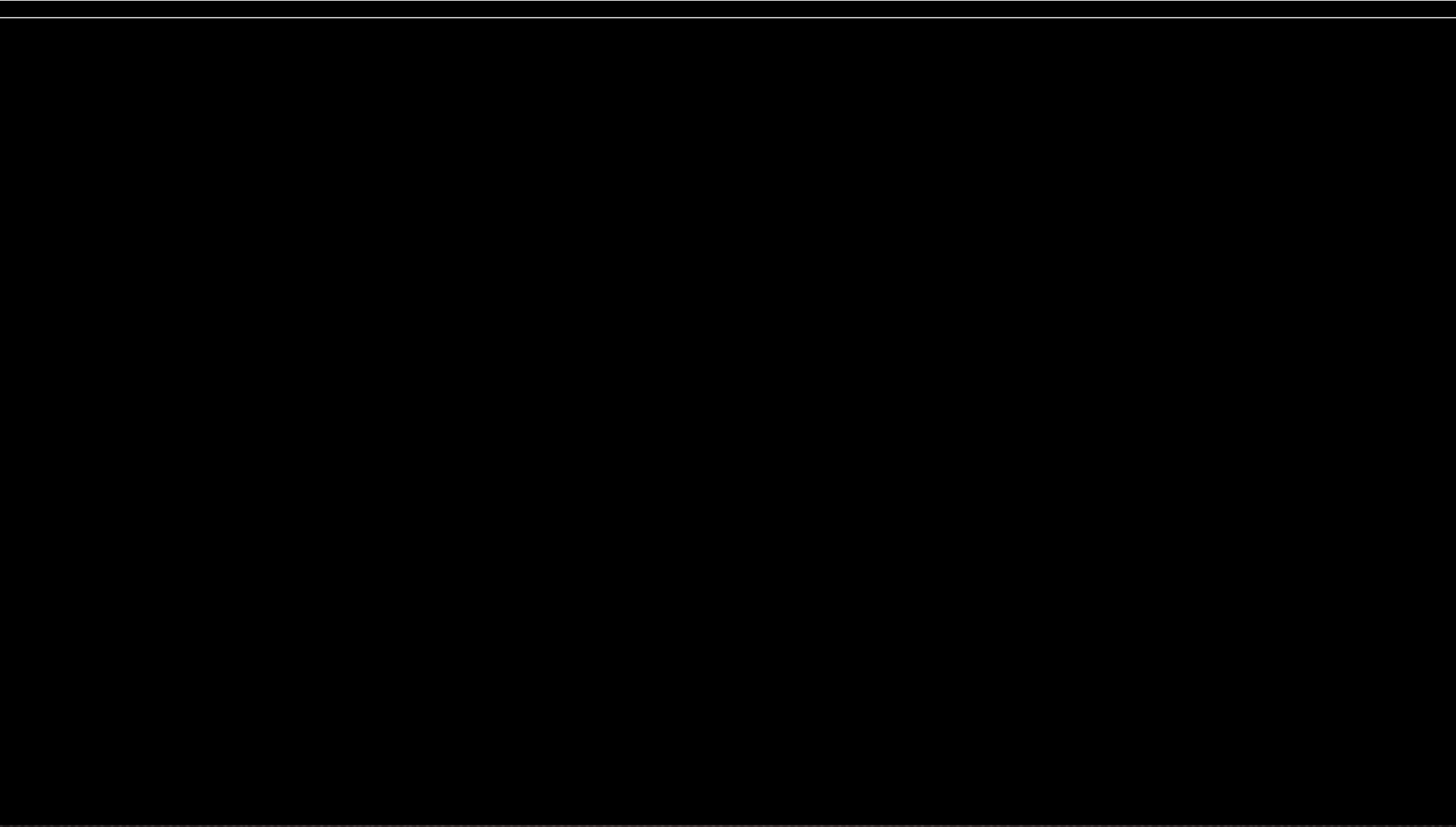


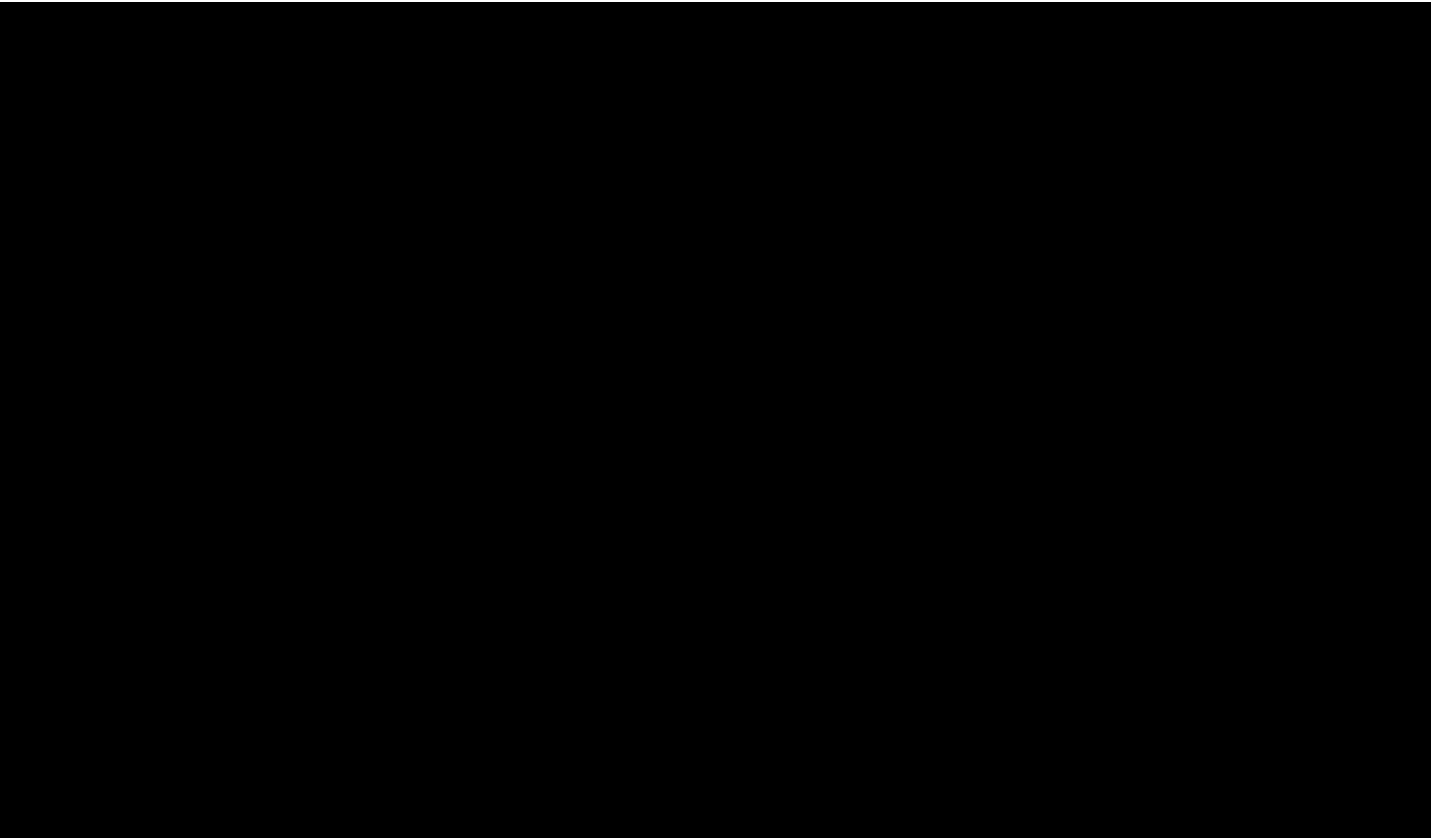


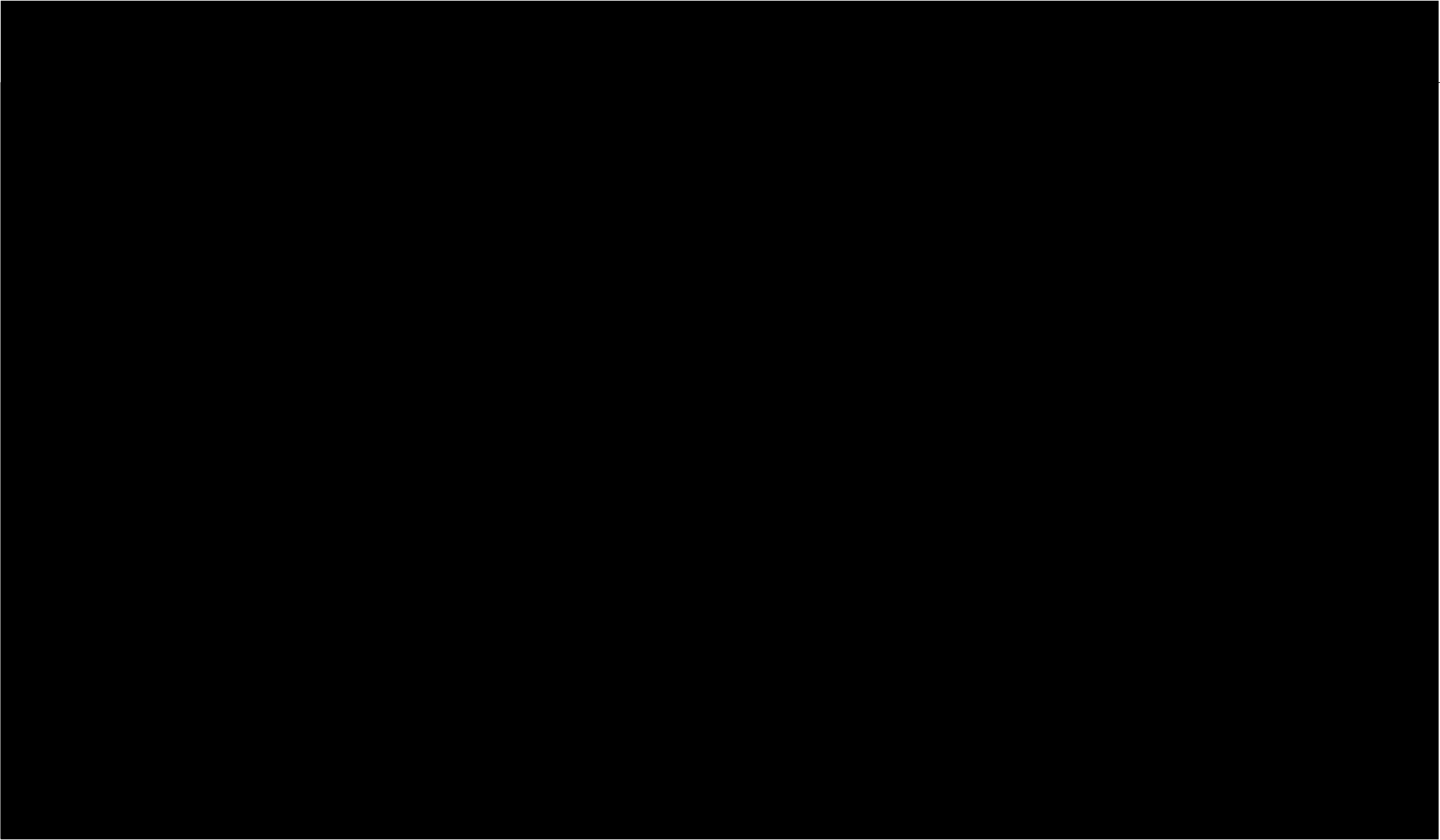


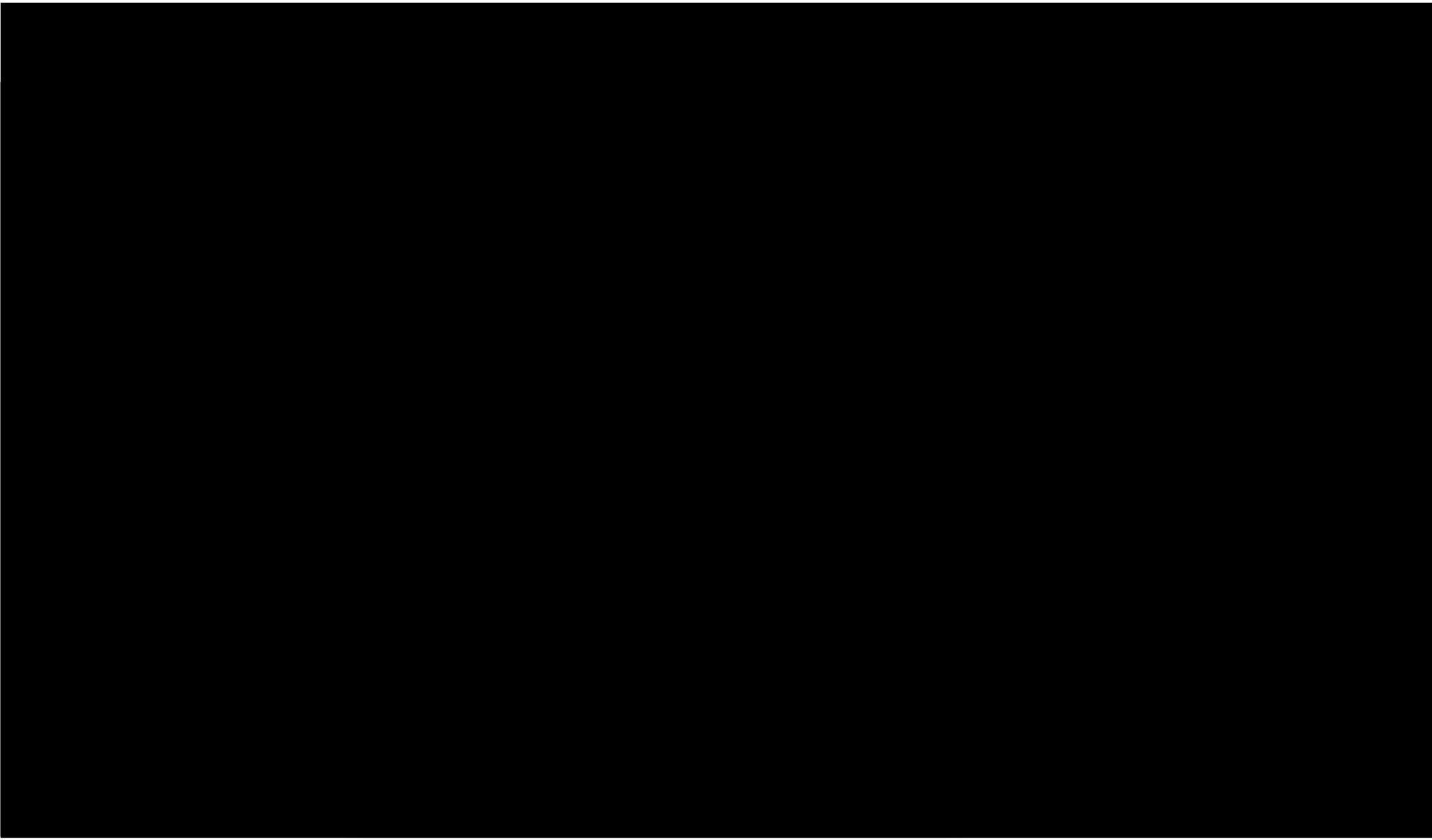


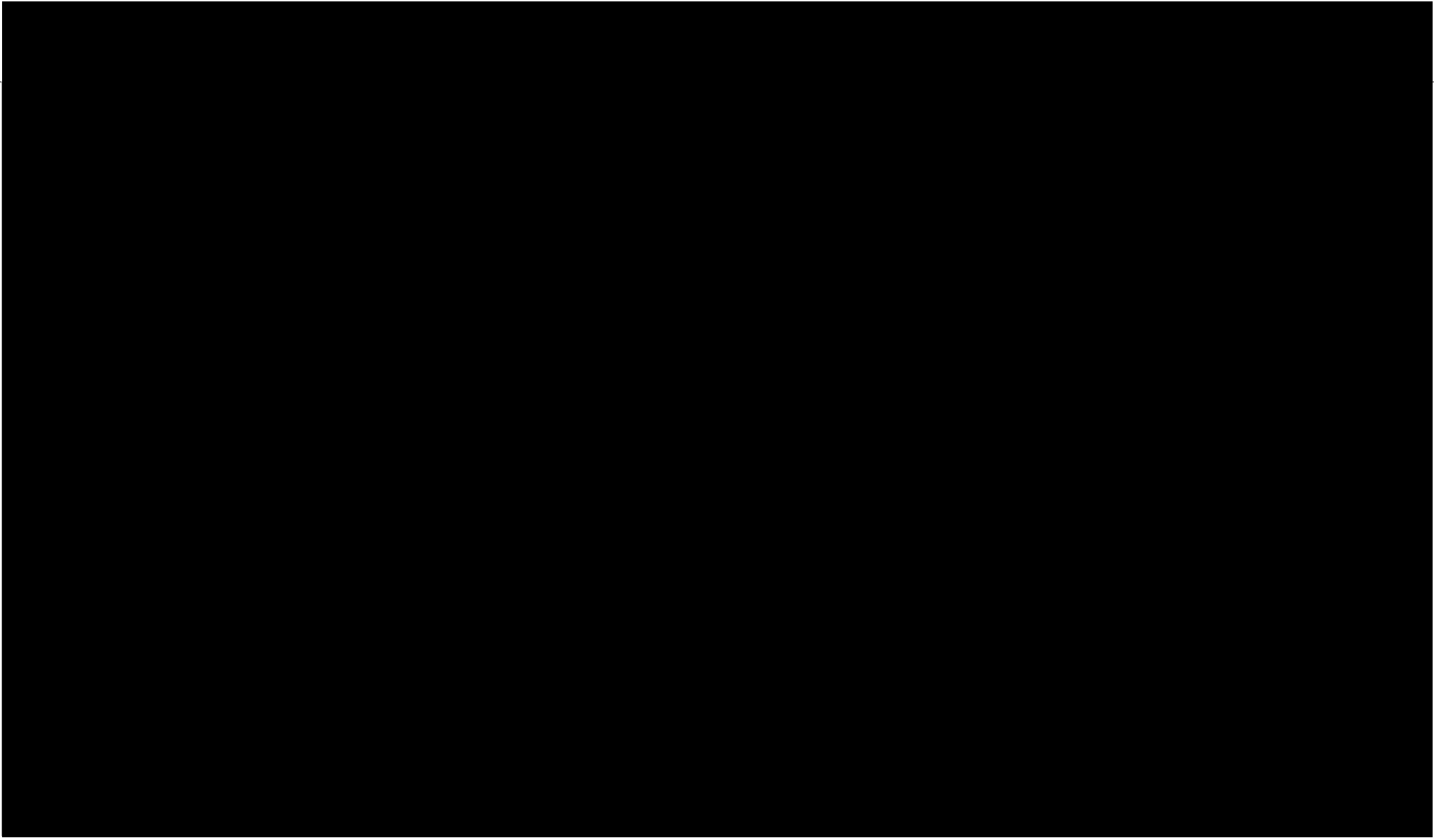






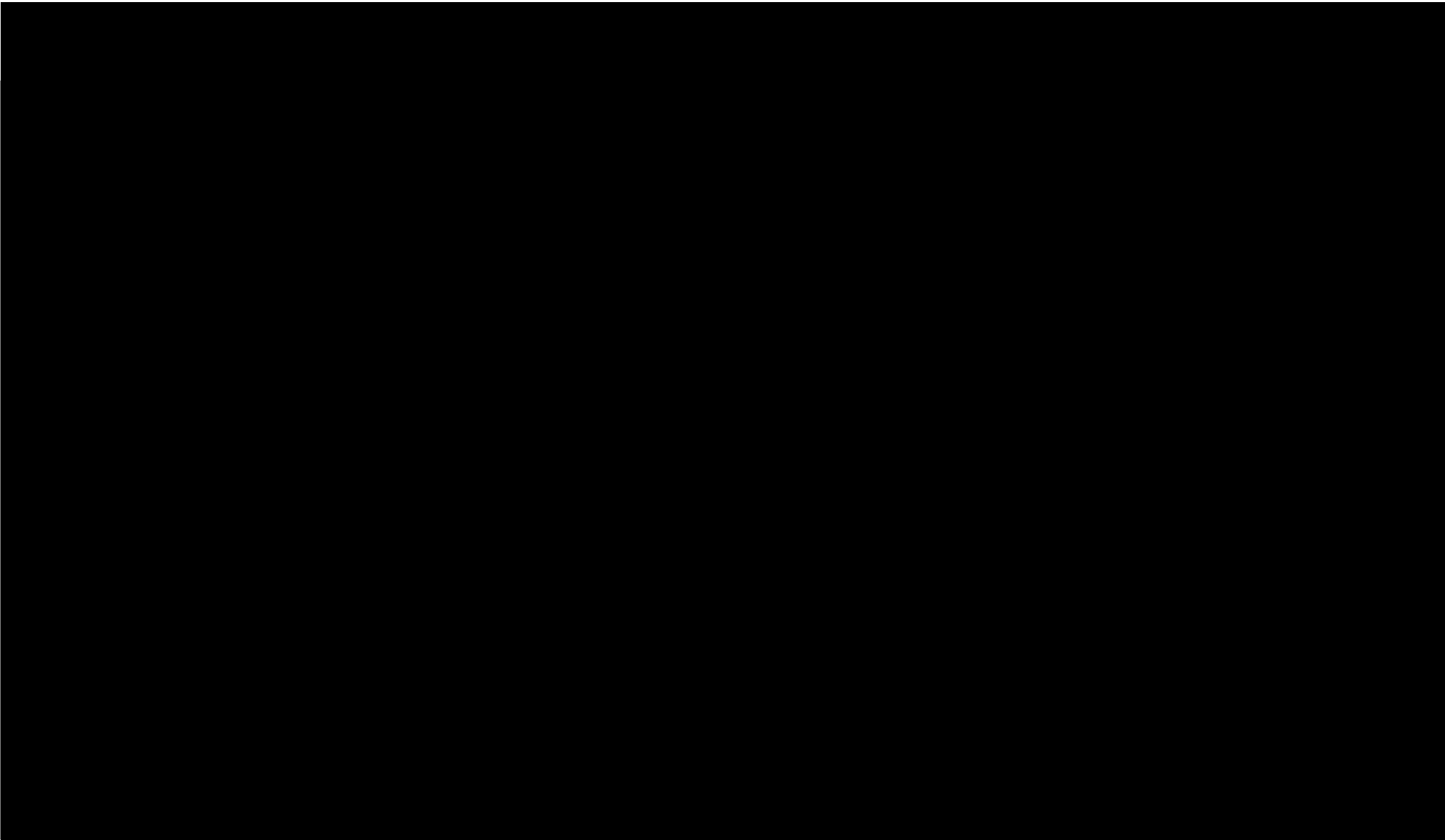


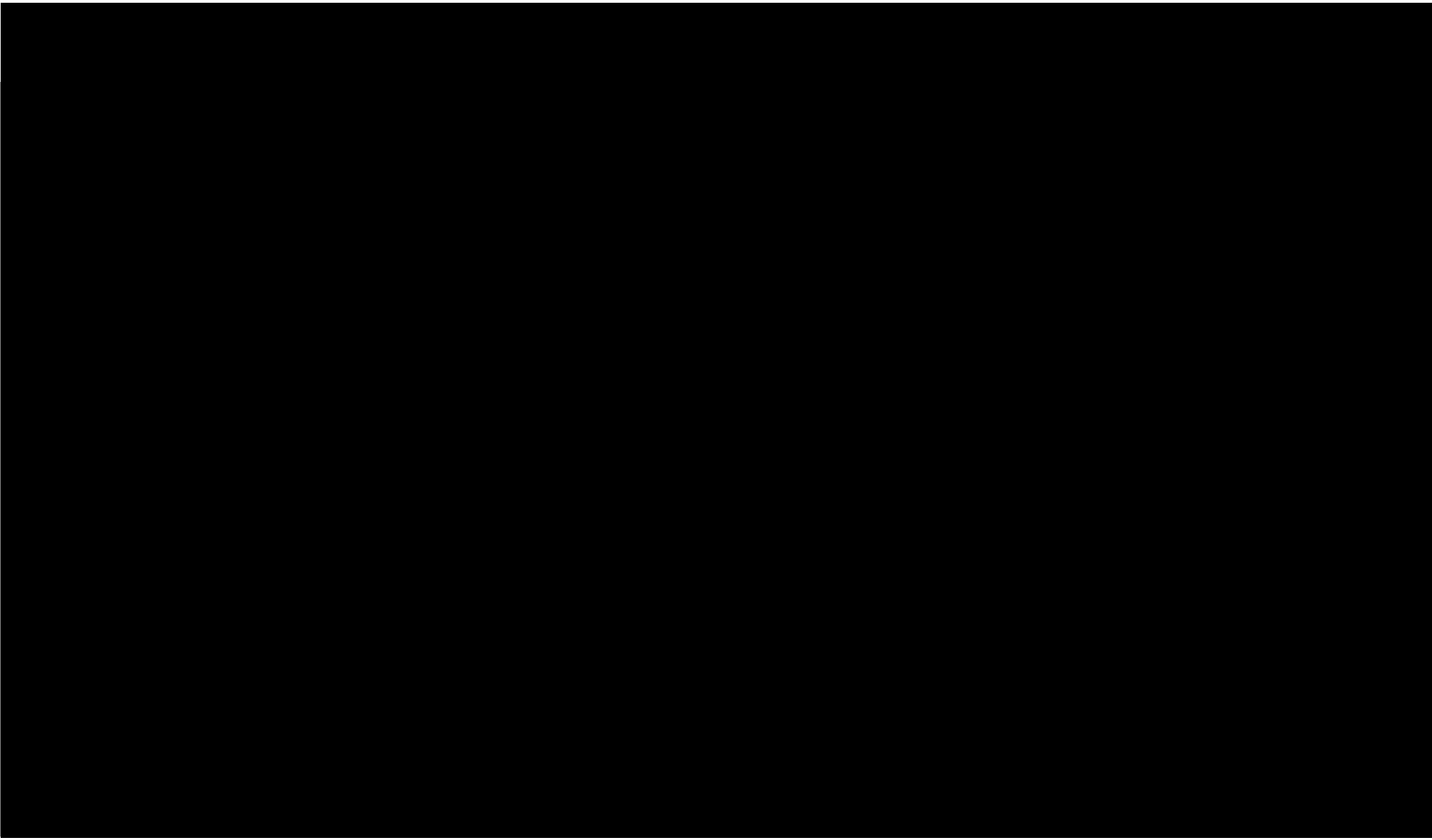




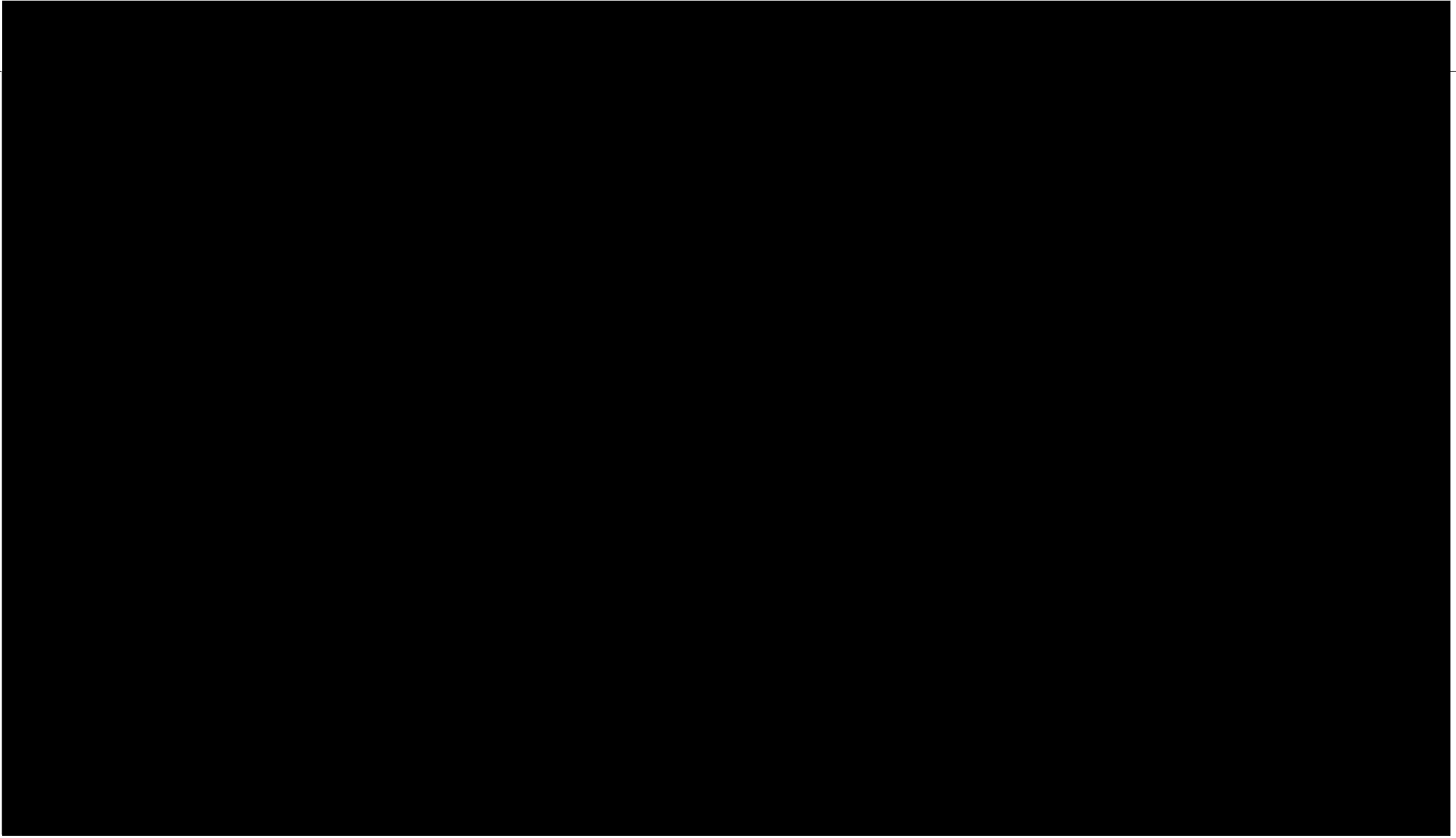


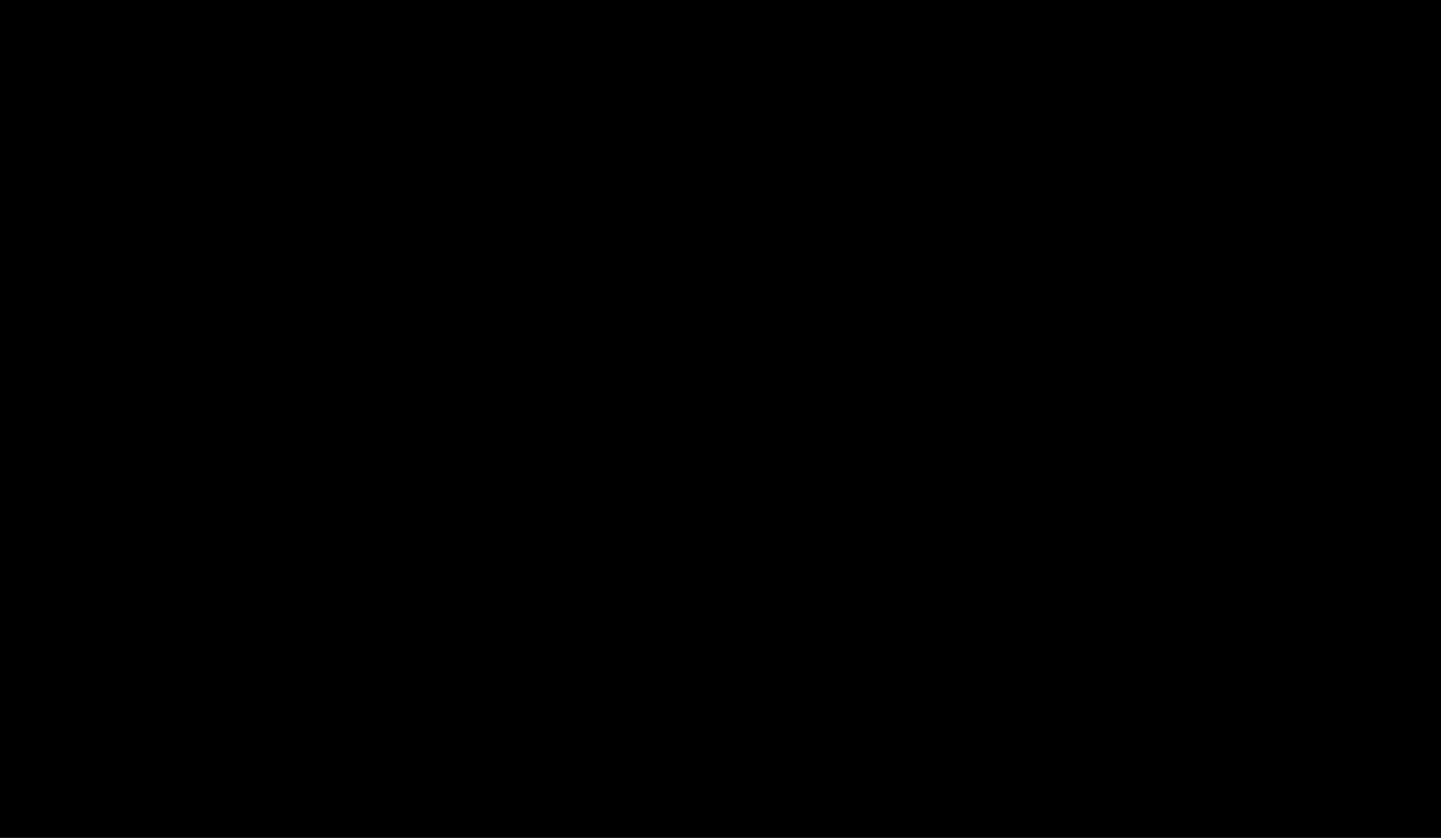












StrataJazz® Data Integration

Summary


This document contains a high-level summary of the datasets brought into StrataJazz®. Data is the foundation of the system and Strata works with the customer IT team during the implementation to ensure the customer understands the specifications. The information below does not contain every field in the database, it is more high level and intended to provide visibility into the depth and breadth of the type of data we capture.

Shared Definition Files


The following definition files are shared across the datasets.

1. Department Definition Extract Information
Contains Department level information. For example, cost centers, fund names, program names, attributes to consolidate departments for reporting.
2. Account Definition Extract Information
Contains Account level information. For example, Account codes, descriptions, subaccounts, attributes to consolidate departments for reporting.
3. Job Code Definition Extract Information
Contains Job code information. For example, job code descriptions, attributes used for job code rollup.
4. Pay Code Definition Extract Information
Contains Pay code information. For example, Pay code descriptions, attributes used for job code rollup.
5. Employee Definition Extract Information
Contains Employee information. For example, Employee code, name, Job code, home department, etc.


General Ledger Summary and Detail

 General Ledger Summary and Detail Data Extract Information	
<u>Strata Field Name</u>	<u>Description</u>
Entity Department, Account	Identifiers for Entity/Company, Department, Account
FiscalMonth, Year	Defines the fiscal information for the row of data
TimeClass	Defines the time class for the row of data
Amount	The actual value for the row of data
additional fields	additional information. Ex: journal dates, totals, etc


Accounts Payable Data

 AP Data Extract Information	
<u>Strata Field Name</u>	<u>Description</u>
Entity, Department, Account	Identifiers for Entity/Company, Department, Account
FiscalMonth, Year	Defines the fiscal information for the row of data
Quantity	Number of units ordered
CostPerItem	Cost of a single unit of the item
additional information	Ex: Post date, invoice, POs, vendor codes, etc


Purchase Order Data

 Purchase Order Data Extract Information	
<u>Strata Field Name</u>	<u>Description</u>
Entity, Department, Account	Identifiers for Entity/Company, Department, Account
FiscalMonth, Year	Defines the fiscal information for the row of data
Quantity	Number of units ordered
PONumber	Purchase order associated to the invoice
additional information	Ex: Cost, vendor code, name, item number, custom fields, etc.


Inventory Data

 Inventory Data Extract Information	
<u>Strata Field Name</u>	<u>Description</u>
Entity, Department, Account	Identifiers for Entity/Company, Department, Account
FiscalMonth, Year	Defines the fiscal information for the row of data
Quantity	Number of items used
UnitPrice	Cost of a single unit of the item (Maps to CustomNumeric1)
additional information	Ex: costs, post date, item number, custom fields, etc.


Payroll Data

 Payroll Data Extract Information	
<u>Strata Field Name</u>	<u>Description</u>
Entity, Department	Identifiers for Entity/Company, Department
Job or Pay Code	Defines which Job or Pay code the transaction is associated with
EmployeeCode	Unique code assigned to each employee by the payroll system.
Fiscal information	The fiscal year the transaction occurred
additional information	Ex: unity type, amount, etc.


Time and Attendance Data

 Employee Swipe Data Extract Information	
<u>Strata Field Name</u>	<u>Description</u>
EmployeeCode	Unique code assigned to each employee by the payroll system
Home and Worked Code	Ex: Job code, identifier
additional fields	Ex: payroll code, timestamps, etc


Admit, Discharge, and Transfer Data

 Admit, Discharge, Transfer Data Extract Information	
<u>Strata Field Name</u>	<u>Description</u>
EncounterRecordNumber	A unique number that identifies the encounter or visit
Pt.Class/Accommodation	Patient class - distinguish newborns from others
Event informaton	Ex: identifier, description, types, timestamps, etc
EntityCode, Department	Identifiers for Entity/Company, Department
Room and Bed information	The room and bed the patient is assigned to


Statistics Data

 Statistics Data Extract Information	
<u>Strata Field Name</u>	<u>Description</u>
Entity, Department, Account	Identifiers for Entity/Company, Department, Account
FiscalMonth, Year	Defines the fiscal information for the row of data
Amount	The actual value for the row of data
additional information	date stamps


Provider Data

 Provider Definition Extract Information	
<u>Strata Field Name</u>	<u>Description</u>
Provider / Code / Specialty	Provider's Name, code, specialty, and type of accreditation / licensure.
IsEmployee	Determines if the provider is an employee of the health system
Tier1Threshold	Volume threshold for the physician
Tier1Rate	Wage Rate if the provider hits the volume threshold


Capital GL Data

 Capital GL Data Extract Information	
<u>Strata Field Name</u>	<u>Description</u>
ClientCapitalID	Project Code
Amount	Amount
GL information	Ex: Description, post date, status, period
CustomDate1	Up to 9 custom fields. Ex: Effective Date, Control group, etc


Service Line Volume Data

 Service Line Cost Data Extract Information	
<u>Strata Field Name</u>	<u>Description</u>
EntityCode	Company or Entity Code identifier
ServiceLine code and type	This defines the code for the service line for this row of data.
PatientClassCode	Indicates the Patient class for the row of data.
ForecastDetailCode	Forecast Detail code identifier
AgeCohortCode	Age Cohort identifier
Fiscal information	The fiscal year for the cost data.
TimeClass	Defines the time class for each row of data.
Value	The actual value for the row of data

Charge Code Data

 Charge Code Data Extract Information	
<u>Strata Field Name</u>	<u>Description</u>
EntityCode, Department	Identifiers for Entity/Company, Department
Charge and Service Line Code	Charge code associated with the line of data
PatientClass and Surgical code	Indicates the Patient class and surgical code.
AgeCohortCode	Age Cohort identifier
Fiscal information	The fiscal year, month for the cost data.
Unit Type and amount	Indicates if the transaction represents Charges or Units, amount

Surgical Staffing Data

 Surgical Staffing Data Extract Information	
<u>Strata Field Name</u>	<u>Strata Definition</u>
EncounterRecordNumber	A number that identifies the encounter or visit
SurgicalCase	A unique number that identifies the surgical visit
Staff Code, type, category	Information about the staff.
Time	The documented length of time
SourceSystem	Original system that the client pulls the data file from.

Hospital Billing Data

Hospital Billing Encounter Data Extract Information	
<u>Strata Field Name</u>	<u>Strata Definition</u>
EncounterRecordNumber	A unique number that identifies the encounter or visit; defines a patient record in the database.
MedicalRecordNumber	A medical record number assigned to a patient that is unique across system, may be the master patient index.
LocationCode	Detailed locations that are derived from the entity code.
EntityCode	A code that can refer to GL entity, service areas, hospitals, etc.
PatientTypeCode	Field specifying the encounter type: Inpatient, Outpatient, Clinic, etc.
FirstName	Patient's first name
LastName	Patient's last name
MiddleName	Patient's middle name
ReligionCode	A patient's religion at the time of admission.
GenderCode	A patient's gender at the time of admission.
DateOfBirth	A patient's date of birth, century included.
RaceCode	A patient's race at the time of admission.
MaritalStatusCode	A patient's marital status at the time of admission.
ZipCode	A patient's zip code at the time of admission.
StreetAddress	A patient's street address at the time of admission.
City	A patient's documented city at the time of admission.
State	A patient's documented state at the time of admission.
County	A patient's documented county at the time of admission.
EmployerCode	A patient's employer at the time of admission.
GuarantorCode	The guarantor who promises to pay.
GuarantorEmployerCode	The employer of the guarantor

InsurancePlan Code(s)	UP TO 5 Codes representing the third party payer plan for insurance coverage for this episode of care; primary plan code.
PatientMotherERN	Information associated with the mother's delivery encounter.
NewbornFlag	A flag indicating if the encounter is a newborn
BirthWeight	The weight of the encounter in grams
AdmitDate & time	The date and time a patient was admitted.
IPAdmitDate	The date on which a patient was admitted for inpatient care.
AdmitTypeCode	A code identifying the priority of an admission. IE. 1 = Emergency, 2 = Urgent or Same Day, 3 = Elective, etc.
AdmitSourceCode	A code indicating the source of a patient admission.
AdmitDepartmentCode	Patient's department (unit) at the time of admission.
AdmitNurseStationCode	Patient's nurse station at the time of admission
MethodofArrivalCode	Code representing the way that patient arrived at the hospital
AdmitICD9DXCode	The condition responsible for a patient's hospital admission, established prior to evaluation.
AdmitICD10DXCode	The condition responsible for a patient's hospital admission, established prior to evaluation.
PrimaryICD9DXCode	The ICD-9 diagnosis code representing the principal diagnosis.
PrimaryICD10DXCode	The ICD-10 diagnosis code representing the principal diagnosis.
PrimaryICD9PXCCode	The therapeutic or diagnostic procedure for the principal diagnosis.
PrimaryICD10PXCCode	The therapeutic or diagnostic procedure for the principal diagnosis.
MSDRGCode	Diagnosis Related Groups (DRG) that classify inpatients into clinically cohesive groups that demonstrate similar resource consumption and LOS patterns.
APRDRGSchema	The version of the All Patient Refined Diagnostic Related Group.
APRDRGCode	The All Patient Refined Diagnostic Related Group
APRRM	The APR Risk Of Mortality associated with the APR DRG
APRSOI	The APR Severity of Illness associated with the APR DRG
ClinicalServiceCode	These codes are used to group physicians and providers based on their clinical service.
CMGCode	Case Mix Group used for rehab patients
AdmitPhysicianCode	Credentialed provider who orders the admission of a patient for treatment, or orders tests or procedures
AttendPhysicianCode	The physician primarily responsible for a patient's care and treatment, not necessarily the caregiver.
ConsultPhysician Code(s)	UP TO 5 provider(s) listed who provided consultation of patient.
PrimaryPerformingPhysician Code	The provider who performs the principal procedure).
ReferPhysicianCode	Provider who directs a patient to another physician for primary care before admission to the hospital.
PrimaryCarePhysicianCode	Primary Care Physician
Discharge time, nurse station, dept, CMS status	The date and time, department, nurse station which a patient was discharged from inpatient or outpatient care.
DischargeStatusCode	Standard CMS Code representing a patient status at discharge.

BillStatusCode	This field indicates that an encounter has been released to bill by HIM and that coding is complete.
FinalBillDate	The date the last bill was sent to the patient
AccountBalance	The total charge amounts outstanding for a patient account.
HistoricalExpectedPayment	The expected reimbursement amount for the encounter
AccountType	The type of account for the patient encounter.
BadDebtDate	The date the patient balance was moved to bad debt/identified
FinalHIPPS	Final Health Insurance Prospective Patient Payment System listed on the patient encounter.
AssessmentHIPPS	Assessment Health Insurance Prospective Patient Payment System listed on the patient encounter.
BilledMDC	The Major Diagnostic Category associated with the diagnosis on the encounters bill.
AccountStatus	The status of the patient account.
CodingStatus	The status of the patient bill.
CurrentInsurancePlan	Code representing the current third party payer plan for insurance coverage for this episode of care; primary plan code.
FacilityTransferredFrom or To	The facility code where the patient was transferred from or To.
GuarantorRelationship	The patient relationship to the guarantor
MSMDC	The Medicare Diagnostic Category for with the diagnosis.
EMPI	The Enterprise Master Patient Index associated to the patient.
SubscriberNumber	The number for the subscriber
SubscriberEmployer	The employer of the subscriber
SubscriberRelationship	The patient relationship to the subscriber
Insurance Group Name and Num	UP TO 5 associated with the insurance plan provider
AgeCohorts	Grouping of patients by age, IE Peds, Infancy, , Adult, Senior
SourceSystem	Original system that the client pulls the data file from.
UserDefinedFields	Additional user defined field(s)

Charge Data Extract Information	
<u>Strata Field Name</u>	<u>Strata Definition</u>
EncounterRecordNumber	A unique number for the encounter or visit; defines a patient record in the database.
SeriesEncounterRecordNumber	Identifier for the series related to the recurring outpatient visit.
EntityCode	Entity code associated with the department in the General Ledger
DepartmentCode	The department that is listed captured in the General Ledger
ChargeDepartment	The clinical department associated with the charge.

UBRevenueCode	The description of the revenue code that describes a procedure or service on the UB04 billing form.
ChargeCode	Charge or Service code posted to a patient's encounter.
BilledCPTCode	Billing codes for services, procedures, and supplies provided by physicians and other providers.
CPTModifier Code(s)	UP TO 5 billing code modifiers that support services, procedures, and supplies provided by physicians and other providers.
BilledUnitsOfService	The quantity associated with the charge code
ChargeAmount	The total charge amount for the billing line item.
NDC	National Drug Code associated with the charge code.
DispensedQuantity	Dispensed quantity associated with the NDC
SupplyItemNumber	The supply identifier unique to each supply charge.
TotalAcquisitionCost	The acquisition cost associated with the NDC, supply, or implant. Value needs to be at a per unit/implied quantity.
Physician information	The physician responsible for ordering, performing, and billing the service/procedure/supply.
ServiceDate	The date that utilization (procedures, supplies, or equipment, etc.) is delivered to a patient.
PostDate	The date specific utilization or charge codes were entered into the source system.
TransactionNumber	Unique ID for the transaction line.
HIPPSCode	Health Insurance Prospective Patient Payment System listed on the patient encounter.
SurgicalCase	A unique number that identifies the surgical visit.
Drug information	Ex: wholesale price, discount, acquisition price of drug, etc.
SourceSystem	Original system that the client pulls the data file from.
Historical Cost information	Historical Fixed & Variable Direct/indirect Costs for charge line item
Mileage	Mileage traveled by service provider to and from home health or skilled nursing facility
Visit dates & times	Ex: Dates and times of visits to home health or nursing facility
UserDefinedFields	Additional user defined field(s)

ICD-9 & ICD-10 Procedure Data Extract Information	
Strata Field Name	Strata Definition
EncounterRecordNumber	Unique identifier for the encounter or visit; defines a patient record in the database.
ICD9ProcedureCode	The therapeutic or diagnostic procedure for the diagnosis.
SequenceNumber	The sequence number that the procedure was performed in
ServiceDate	The date on which the procedure was performed.
PerformingPhysicianCode	The physician who performs the procedure.
SourceSystem	Original system that the client pulls the data file from.

UserDefinedFields	Additional user defined field(s)
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CPT & APC Detail Data Extract Information	
<u>Strata Field Name</u>	<u>Strata Definition</u>
EncounterRecordNumber	A unique number that identifies the encounter or visit; defines a patient record in the database.
CPTCode or APCCode	Physicians Current Procedural terminology code for the principal ambulatory procedures coded during medical records abstraction
SequenceNumber	The sequence number that the procedure was performed in
ServiceDate	The date on which the procedure was performed.
PerformingPhysicianCode	The physician who performs the procedure (surgery, certain diagnostic procedures, or delivery).
CPTModifier or APCModifier	UP TO 5 billing code modifiers that support services, procedures, and supplies provided by physicians and other providers.
SourceSystem	Original system that the client pulls the data file from.
Additional fields for APC	Ex: Units of service, type, payment
UserDefinedFields	Additional user defined field(s)

EAPG Detail Extract Information	
<u>Strata Field Name</u>	<u>Strata Definition</u>
EncounterRecordNumber	Unique identifier for the encounter or visit; defines a patient record in the database.
EAPGCode	Enhanced Ambulatory Payment Grouping Code
SequenceNumber	The sequence number that the procedure was performed in
ServiceDate	The date on which the procedure was performed.
EAPGModifier(s)	UP TO 5 Billing code modifiers that support services, procedures, and supplies provided by physicians and other providers.
EAPGUnitsofService	Units of service associated with the EAPG
CPTCode	CPT code associated with the EAPG
PackagingIndicator	Consolidation flag, same procedure flag, multi procedure flag, etc.
UBRevenueCode	UB Revenue code associated with the EAPG
EAPGTotalPayment	Payment amount associated with the EAPG
SourceSystem	Original system that the client pulls the data file from.
UserDefinedFields	Additional user defined field(s)

Professional Billing Encounter Data

Professional Billing Encounter Data Extract Information	
<u>Strata Field Name</u>	<u>Strata Definition</u>

EncounterRecordNumber	Unique identifier for the encounter or visit; defines a patient record in the database.
HBEncounterRecordNumber	The Hospital Billing linked account number for any Professional account.
MedicalRecordNumber	The MRN assigned to a patient that is unique across system, may be the master patient index.
LocationCode	Detailed locations that are derived from the entity code.
EntityCode	A code that can refer to GL entity, hospitals, clinics, etc.
PatientTypeCode	Encounter type is Inpatient, Outpatient, Rehab etc...
FirstName	Patient's first name
LastName	Patient's last name
MiddleName	Patient's middle name
ReligionCode	A patient's religion at the time of admission.
GenderCode	A patient's gender at the time of admission.
DateOfBirth	A patient's date of birth, century included.
RaceCode	A patient's race at the time of admission.
MaritalStatusCode	A patient's marital status at the time of admission.
ZipCode	A patient's zip code at the time of admission.
StreetAddress	A patient's street address at the time of admission.
City	A patient's documented city at the time of admission.
State	A patient's documented state at the time of admission.
County	A patient's documented county at the time of admission.
EmployerCode	A patient's employer at the time of admission.
GuarantorCode	The guarantor who promises to pay the service provider in case the patient cannot pay or refuses to pay a debt.
GuarantorEmployerCode	The employer of the guarantor
InsurancePlan Code(s)	UP TO 5 codes representing the third party payer plan for insurance coverage for this episode of care.
PlaceofService	Two-digit codes placed on health care professional claims to indicate the setting in which a service was provided.
BillStatusCode	This field indicates that an encounter has been released to bill by HIM and that coding is complete.
AdmitDate	Visit date
PrimaryICD9DXCode	The ICD-9 diagnosis code representing the principal diagnosis.
AttendPhysicianCode	The physician primarily responsible for a patient's care.
PrimaryICD10DXCode	The ICD-10 diagnosis code representing the principal diagnosis.
PrimaryPerformingPhysicianCode	The physician who performs the principal procedure (surgery, certain diagnostic procedures, or delivery).
ReferPhysicianCode	Provider who directs a patient to another physician for primary care before admission to the hospital.
PrimaryCarePhysicianCode	Primary Care Physician
FinalBillDate	The date the last bill was sent to the patient
AccountBalance	Balance yet due to settle encounter account
HistoricalExpectedPayment	The expected reimbursement amount for the encounter
AccountType	The type of account for the patient encounter.

BadDebtDate	The date the patient balance was moved to bad debt/identified as being uncollectable
CodingStatus	The status of the patient bill.
CurrentInsurancePlan	Code representing the current third party payer plan for insurance coverage for this episode of care.
GuarantorRelationship	The patient relationship to the guarantor
SubscriberEmployer	The employer of the subscriber
SubscriberRelationship	The patient relationship to the subscriber
EMPI	The Enterprise Master Patient Index associated to the patient.
Insurance Group Name and Num	UP TO 5 associated with the insurance plan provider
SubscriberNumber	The number for the subscriber
SourceSystem	Original system that the client pulls the data file from. hospital or professional billing.
UserDefinedFields	Additional user defined field(s)

Professional Billing Charge Data

Professional Billing Charge Data Extract Information	
Strata Field Name	Strata Definition
EncounterRecordNumber	A unique number for the encounter or visit; defines a patient record in the database.
EntityCode	Entity code associated with the department in the General Ledger
PlaceofService	Two-digit codes placed on health care professional claims to indicate the setting in which a service was provided.
LocationCode	Location within the clinic.
DepartmentCode	The department that is listed in the General Ledger.
ChargeDepartment	This is the clinical department associated with the charge. Note this is not the same department as the GL Department.
ChargeCode	Charge code.
BilledCPTCode	Billing codes that describe services, procedures, and supplies provided by physicians and other providers.
ChargeModifier Code(s)	UP TO 5 billing code modifiers that support services, procedures, and supplies provided by physicians and other providers.
BilledUnitsOfService	The quantity associated with the charge code
ChargeAmount	The total charge amount for the billing line item.
OrderPhysicianCode	The physician responsible for ordering the service/procedure/supply.
PerformingPhysicianCode	The physician responsible for performing the service/procedure/supply.
BillingPhysicianCode	The physician responsible for billing the service/procedure/supply.
ServiceDate	The date that utilization (procedures, supplies, or equipment, etc.) is delivered to a patient.
PostDate	The date utilization or charge codes were entered into the system.
TransactionNumber	Unique ID for the transaction.

CMSFacilityPERVU	Practice expense relative value unit of service performed outside the physician office
CMSFacilityTRVU	Total relative value unit of service performed outside the office
CMSMRVU	Malpractice relative value unit
CMSNonFacilityPERVU	Practice expense relative value unit of service performed inside the physician office
CMSNonFacilityTRVU	Total relative value unit of service performed inside the physician office
CMSPERVU	Total facility and non facility PERVU
CMSTRVU	Total facility and non facility TRVU
CMSWRVU	Total facility and non facility WRVU
SourceSystem	Original system that the client pulls the data file from.
Historical Cost information	Historical Fixed & Variable Direct/indirect Costs for the charge line item
UserDefinedFields	Additional user defined field(s)

Hospital Billing and Professional Billing Payment Data

Payment Data Extract Information	
<u>Strata Field Name</u>	<u>Strata Definition</u>
EncounterRecordNumber	Unique identifier for the encounter or visit; defines a patient record in the database.
TransactionCode	The transaction code related to the patient payment or adjustment
PostDate	The date when the transaction was entered into the source system.
PaymentDate	The date when the transaction was received.
InsurancePlanCode	The payer information associated with detailed transaction.
Payment information	The dollar amount, adjustment, transaction for with the payment.
SourceSystem	Original system that the client pulls the data file from.
UserDefinedFields	Additional user defined field(s)

Hospital Billing and Professional Billing ICD-9 & ICD-10 Diagnosis Data

ICD-9 & ICD-10 Diagnosis Data Extract Information	
<u>Strata Field Name</u>	<u>Strata Definition</u>
EncounterRecordNumber	Unique identifier for the encounter or visit; defines a patient record in the database.
ICD Diagnosis Code	The ICD diagnosis code representing the principal diagnosis.
SequenceNumber	The sequence number that the diagnosis was assigned in
PresentOnAdmission	An indicator of whether the principal diagnosis was present at the time the order for inpatient admission occurs. (Hospital Billing ONLY)
SourceSystem	Original system that the client pulls the data file from.
UserDefinedFields	Additional user defined field(s)



LA County StrataJazz Proposed Sequencing & Resourcing




*Durations & resource time estimates are subject to change based on solution scoping & contract sign date

	Module	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9
<div> <div></div> Planning <div></div> Implementation <div></div> Go-Live </div>	Data Integration									
	Operating Budgeting									
	Decision Support									
	Management Reporting									
Platform Resources	Role	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9
Platform Resources	Executive Sponsor	4 hrs	4 hrs	6 hrs	4 hrs	4 hrs	4 hrs	4 hrs	4 hrs	4 hrs
	Project Manager	16 hrs	16 hrs	12 hrs	12 hrs	12 hrs	12 hrs	12 hrs	12 hrs	12 hrs
	CIO & Directors of IT	4 hrs	4 hrs	4 hrs	4 hrs	4 hrs	4 hrs	4 hrs	4 hrs	4 hrs
Activation Resources	Desktop Representative	8 hrs		-	-	-	-	-	-	-
	Network Representative	4 hrs		-	-	-	-	-	-	-
	Email/Exchange	1 hr		-	-	-	-	-	-	-
	Directory Services	2 hrs		-	-	-	-	-	-	-
Data Integration Resources	Financial Data Extract Coordinator	5 hrs	5 hrs	40 hrs	40 hrs	5 hrs	-	-	-	-
	Patient Data Extract Coordinator	5 hrs	5 hrs	80 hrs	80 hrs	80 hrs	80 hrs	10 hrs	-	-
	IT Data Transfer	-	-	-	8 hrs	8 hrs	8 hrs	8 hrs	-	-
	Business Process Owner(s)	-	-	5 hrs	15 hrs	15 hrs	15 hrs	15 hrs	-	-
Operating Budget Resources	Project Sponsor	8 hrs	8 hrs	8 hrs	8 hrs	8 hrs	8 hrs	8 hrs	8 hrs	-
	System Owner	40 hrs	40 hrs	80 hrs	40 hrs	40 hrs	40 hrs	80 hrs	40 hrs	-
	Project Team Members	40 hrs	40 hrs	80 hrs	40 hrs	40 hrs	40 hrs	80 hrs	40 hrs	-
	Subject Matter Experts	2 hrs	2 hrs	3 hrs	3 hrs	3 hrs	-	6 hrs	6 hrs	-
	Super Users	2 hrs	2 hrs	3 hrs	3 hrs	3 hrs	-	6 hrs	6 hrs	-
Project Sponsor	Project Sponsor	8 hrs	8 hrs	8 hrs	8 hrs	8 hrs	8 hrs	8 hrs	8 hrs	8 hrs

Strata Exhibit 4: SE4 - LA County_Proposed Workplan and Resources
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Decision Support Resource	System Owner	40 hrs	40 hrs	80 hrs	40 hrs	40 hrs	40 hrs	40 hrs	80 hrs	40 hrs
	Project Team Members	40 hrs	40 hrs	80 hrs	40 hrs	40 hrs	40 hrs	40 hrs	80 hrs	40 hrs
	Subject Matter Experts	2 hrs	2 hrs	3 hrs	3 hrs	3 hrs	3 hrs	-	6 hrs	6 hrs
	Super Users	2 hrs	2 hrs	3 hrs	3 hrs	3 hrs	3 hrs	-	6 hrs	6 hrs
Management Reporting Resources	Project Sponsor	-	-	-	8 hrs	8 hrs	8 hrs	8 hrs	8 hrs	-
	System Owner	-	-	-	40 hrs	80 hrs	80 hrs	80 hrs	40 hrs	-
	Project Team Members	-	-	-	40 hrs	80 hrs	80 hrs	80 hrs	40 hrs	-
	Subject Matter Experts	-	-	-	2 hrs	6 hrs	6 hrs	6 hrs	6 hrs	-
	Super Users	-	-	-	2 hrs	6 hrs	6 hrs	6 hrs	6 hrs	-

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Data Integration			
Index	Task Name	Owner	Duration
General			
1	Project Start	Strata	1 day
2	HB/PB - Weekly Meetings	Strata	12.6 weeks
3	FD - Weekly Meetings	Strata	9.6 weeks
Phase 1: DI Planning			
4	Data Integration Planning	Strata	5 weeks
5	FD - Data Discovery Meeting	Strata	1 day
6	HB/PB - Data Discovery Meeting	Strata	1 day
7	◆ Planning Complete	Strata	1 day
8	◆ SOW Review Complete	Strata	1 day
Phase 2: DI Requirements/Design			
9	Kick-Off (On-Site)	Strata	2 days
10	◆ Kick-Off Complete	Strata	1 day
11	FD - Client to Gather & Validate Initial Shared Dimension & Data Files	Client	2 weeks
12	HB - Client to Gather & Validate Initial Hospital Billing Definition & Data File	Client	2 weeks
13	PB - Client to Gather & Validate Initial Professional Billing Def Data Files	Client	2 weeks
14	FD - Strata to Review Initial Sample Files Received and Provide Feedback	Strata	2 weeks
15	HB - Strata to Review Initial Sample Files Received and Provide Feedback	Strata	2 weeks
16	PB - Strata to Review Initial Sample Files Received and Provide Feedback	Strata	2 weeks
17	FD - Client to Gather & Validate Final Files	Client	1 week
18	◆ FD - ALL Client Final Sample Files & Sign-Off Received	Strata	1 day
19	HB - Client to Gather & Validate Final Sample Files	Client	2 weeks
20	◆ HB - ALL Client Final Sample Files & Sign-Off Received	Strata	1 day
21	PB - Client to Gather & Validate Final Sample Files	Client	2 weeks
22	◆ PB - ALL Client Final Sample Files & Sign-Off Received	Strata	1 day
Phase 3: DI System Configuration			
23	FD - Configure, Import & Validate Financial Definition/Data Extracts	Strata	1 week
24	FD - Sample Validation Training (Remote)	Strata	1 day
25	HB - Configure, Import & Validate Hospital Billing Definition/Data Extracts	Strata	3 weeks
26	PB - Configure, Import & Validate Professional Billing Definition/Data Extracts	Strata	3 weeks
Phase 4: DI Client Testing			
27	FD- Client to Validate Shared Definitions & Sample Data Extract	Client	1 week

28	◆ FD - Shared Definitions & Sample Financial Data Validated & Data Spec Sign-Off	Strata	1 day
29	FD - Historical Files Delivered to Strata	Strata	1 week
30	◆ Basic Ad-Hoc Reporter eLearning Complete	Strata	1 day
31	HB - Sample Validation Training (On-Site)	Strata	1 day
32	PB - Sample Validation Training (On-Site)	Strata	1 day
33	FD - Historical Files Imported & Strata Validated	Strata	1 week
34	HB - Client to Validate Definitions & Sample Hospital Billing Data Extracts	Client	2 weeks
35	◆ HB - Definitions & Sample Hosp Billing Data Validated & Data Spec Sign-Off	Strata	1 day
36	PB - Client to Validate Definitions & Sample Professional Billing Data Extracts	Client	2 weeks
37	◆ PB - Definitions & Sample Prof Billing Data Validated & Data Spec Sign-Off	Strata	1 day
38	FD - Client to Validate Historical Files	Client	1 week
39	◆ FD - ALL Historical Files Validated & Sign-Off Received	Strata	1 day
40	HB - Historical Files Delivered to Strata	Strata	1 week
41	PB - Historical Files Delivered to Strata	Strata	1 week
42	HB - Historical Files Imported & Strata Validated	Strata	2 weeks
43	PB - Historical Files Imported & Strata Validated	Strata	2 weeks
44	HB - Client to Validate Historical Files	Client	1 week
45	◆ HB - ALL Historical Files Validated & Sign-Off Received	Strata	1 day
46	PB - Client to Validate Historical Files	Client	1 week
47	◆ PB - ALL Historical Files Validated & Sign-Off Received	Strata	1 day
Phase 5: DI Training & Maintenance			
48	◆ All Ad-Hoc Reporter eLearnings Complete	Strata	1 day
49	FD/HB/PB - Data Management & Ad-Hoc Reporter Training (On-Site)	Strata	1 day
Phase 6: DI Go-Live & Support			
50	FD - Automation Configuration and Testing	Strata	1 week
51	◆ FD - ALL Automation Testing Complete & Sign-Off Received	Strata	1 day
52	FD - Go-Live Support	Strata	5 weeks
53	HB - Automation Configuration and Testing	Strata	1 week
54	PB - Automation Configuration and Testing	Strata	1 week
55	◆ HB/PB - ALL Automation Testing Complete & Sign-Off Received	Strata	1 day
56	PB - Go-Live Support	Strata	2 weeks
57	HB - Go-Live Support	Strata	2 weeks
58	Prep for Technical Consulting Meeting	Strata	1 day
59	◆ FD/HB/PB - Technical Consulting Introduction	Strata	1 day
60	Project Closed	Strata	1 day

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Operating Budgeting			
			
Index	Task Name	Owner	Duration
General			
1	Project Start	Strata	1 day
2	Weekly Meetings	Strata	18 weeks
Phase 1: OB Planning			
3	Planning	Strata	4 weeks
4	◆ SOW Review Complete	Strata	1 day
5	◆ Planning Complete	Strata	1 day
Phase 2: OB Requirements/Design			
6	Kick-Off (Remote)	Strata	1 week
7	◆ Kick-Off Complete	Strata	1 day
8	Pre-Build Configuration	Strata	2 weeks
9	Solution Architect Design Review	Strata	1 week
10	Configuration Decision Committees	Strata	5 weeks
11	Client Completes OB Project Book	Client	6 weeks
12	◆ Requirements Sign-Off	Strata	1 day
13	Strata to Review OB Project Book	Strata	1 week
14	◆ Design Sign-Off	Strata	1 day
Phase 3: OB System Configuration			
15	◆ FD - ALL Client Final Sample Files & Sign-Off Received	Strata	1 day
16	System Center Configuration	Strata	2 weeks
17	Report Configuration	Strata	3 weeks
18	Ancillary Model Configuration	Strata	1 week
19	Strata Exception Reconciliation	Strata	1 week
20	Strata Decision Testing	Strata	2 weeks
21	◆ FD - ALL Historical Files Validated & Sign-Off Received	Strata	1 day
22	Historical Data Reconciliation	Client	2 weeks
23	◆ Strata Configuration & Testing Complete	Strata	1 day
Phase 4: OB Client Testing			
24	On-Site Training Prep	Strata	1 week
25	Admin Testing & Training (On-Site)	Client	1 week
26	Client User Acceptance Testing	Client	2 weeks
27	Strata to Address Testing Feedback	Strata	3 weeks
28	◆ User Acceptance Testing Complete	Strata	1 day
Phase 5: OB Training & Maintenance			
29	StrataJazz Maintenance and Train-the-Trainer Training (O	Client	1 week
30	Client Led StrataJazz Training for End Users	Client	1 week
31	◆ Training Complete	Strata	1 day
Phase 6: OB Go-Live & Support			
32	◆ Go-Live	Strata	1 day
33	Post Go-Live Support	Strata	4 weeks
34	Prep for Technical Consulting Introduction	Strata	1 week
35	Technical Consulting Introduction	Strata	1 week
36	Implementation Survey	Strata	1 day
37	◆ Project Closed	Strata	1 day

Management Reporting			
Strata Decision TECHNOLOGY			
Index	Task Name	Owner	Duration
General			
1	Project Start	Strata	1 day
2	Weekly Meetings	Strata	11 weeks
Phase 1: MR Planning			
3	Planning	Strata	3 weeks
4	◆ Planning Complete	Strata	1 day
5	◆ SOW Review Complete	Strata	1 day
Phase 2: MR Requirements/Design			
6	Kick-Off (Remote)	Strata	1 week
7	◆ Kick-Off Complete	Strata	1 day
8	Client to Deliver Configuration Template	Client	2 weeks
9	◆ Requirements Sign-Off	Strata	1 day
10	Strata to Review Configuration Template/Sig	Strata	1 week
11	◆ Design Sign-Off	Strata	1 day
12	Reports Configuration	Strata	5 weeks
13	Flexing Design	Strata	1 week
14	System & Metrics Configuration	Strata	1 week
15	User Setup Configuration	Strata	4 weeks
Phase 3: MR System Configuration			
16	Strata Decision Testing	Strata	2 weeks
17	◆ Strata Configuration & Testing Complete	Strata	1 day
Phase 4: MR Client Testing			
18	Testing & Training (On-Site)	Client	1 week
19	Client Testing	Client	2 weeks
20	Strata Decision to Address Testing Feedback	Strata	2 weeks
21	◆ User Acceptance Testing Complete	Strata	1 day
Phase 5: MR Training & Maintenance			
22	Admin Train the Trainer	Client	1 week
23	Client Led StrataJazz Training for End Users	Client	1 week
24	◆ Training Complete	Strata	1 day
Phase 6: MR Go-Live & Support			
25	◆ Go-Live	Strata	1 day
26	Post Go-Live Support	Strata	4 weeks
27	Prep for Technical Consulting Introduction	Strata	1 week
28	Technical Consulting Introduction	Strata	1 week
29	Implementation Survey	Strata	1 day
30	◆ Project Closed	Strata	1 day

Decision Support HB/PB Costing			
Index		Task Name	Owner
Duration			
Phase: General			
1	Project Start	Strata	1 day
2	Weekly Meetings	Strata	18 weeks
Phase 1: HB/PB Costing Planning			
3	Planning	Strata	1 week
4	Solution Planning Introduction Call	Strata	1 week
5	◆ Planning Complete	Strata	1 day
6	◆ SOW Review Complete	Client	1 day
Phase 2: HB/PB Costing Requirements/Design			
7	Client to Complete Pre-Kickoff Requirements	Client	2.8 weeks
8	Kick-Off (Onsite)	Strata	1 day
9	◆ Kick-Off Complete	Strata	1 day
10	◆ HB/PB-Client to Gather & Validate Initial Hospital Billing Definition & Data File	Strata	1 day
11	Client to Finalize Cost Model Strategy Requirements	Client	2 weeks
12	Client to Finalize Analytics Requirements	Client	2 weeks
13	◆ FD - Shared Definitions & Sample Financial Data Validated & Data Spec Sign-Off	Strata	1 day
14	Client to Provide Current State Cost Model Configuration	Strata	8.6 weeks
15	◆ HB/PB-Definitions & Sample Hosp/Prof Billing Data Validated & Data Spec Sign-Off	Strata	1 day
16	◆ FD - ALL Historical Files Validated and Sign-Off Received	Strata	1 day
17	◆ Requirements Sign-Off	Strata	1 day
18	Solution Architect Design Review	Strata	1 day
19	◆ Design Sign-Off	Strata	1 day
20	◆ HB/PB-ALL Historical Files Validated & Sign-Off Received	Strata	1 day
Phase 3: HB/PB Costing System Configuration			
21	Reports and Dashboards Configuration	Strata	6 weeks
22	Patient Populations Configuration	Strata	6 weeks
23	Service Line Configuration	Strata	6 weeks
24	Configure Allocation Manager Rules	Strata	8 weeks
25	Configure Prior Year Cost Model	Strata	8 weeks
26	Historical Cost Configuration	Strata	4 weeks
27	◆ Strata Configuration & Testing Complete	Strata	1 day
Phase 4: HB/PB Costing Client Testing			
28	Client to Validate Reports and Dashboards	Client	3 weeks
29	Client to Validate Patient Populations	Client	3 weeks
30	Client to Validate Service Lines	Client	3 weeks
31	Strata to Conduct a Performance Assessment	Strata	1 day
32	Admin Training (On-Site)	Strata	3 days
33	Address Analytics Feedback	Strata	5 weeks
34	Client to Validate Allocation Manager Rules	Client	5 weeks

Strata Exhibit 4: SE4 - LA County_Proposed Workplan and Resources
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35	Client to Validate Prior Year Cost Model	Client	5 weeks
36	Client to Validate Historical Cost	Client	5 weeks
37	◆ User Acceptance Testing Complete	Strata	1 day
Phase 5: HB/PB Costing Training & Maintenance			
38	Maintenance Training (On-Site)	Strata	2 days
39	End User Training Power Users (On-Site)	Strata	1 day
40	Client to Rollover Current Year Cost Model	Client	4 weeks
41	Strata to Conduct a Performance Assessment	Strata	1 day
42	◆ Training Complete	Strata	1 day
Phase 6: HB/PB Costing Go-Live & Support			
43	◆ Go-Live	Strata	1 day
44	Post Go-Live Support	Strata	4 weeks
45	Prep for Technical Consulting Meeting	Strata	1 day
46	Technical Consulting Introduction	Strata	1 day
47	◆ Project Closed	Strata	1 day

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Weekly Status Report

Overall Rating ☐

Report Date: 12/1/2019

Budget Rating ☐

Accomplishments This Week

Top accomplishments from the team reported here.

Goals for Next Week

Goals for the week ahead reported here.

Open Issues/Risks/Change Requests

Critical issues, questions, risks or change requests reported here.

Milestone Progress

Running list of all milestones met reported here.

Overall Project Budget & Milestone Status [all solutions will be included below- example only]

Decision Support Hospital Based/Physician
 Based-Contracts

Status
 Project Rating

Closed



% Complete 100%

Milestone	Date	% Complete	Comments
-----------	------	------------	----------



200 East Randolph Street
49th Floor
Chicago, Illinois 60601

312.726.1227
www.stratadecision.com

[Date]

[Client Name, Address]

Dear [Client]:

This is an engagement letter that outlines the terms and conditions for Strata Decision Technology, LLC ("Strata Decision") to provide [Client] with consulting services related to [description of requested change/scope]. This engagement letter shall be pursuant to the Software Use/License Agreement (the "Agreement") dated [letter date] between Strata Decision and [Client].

[STRATAJAZZ SOLUTION]:

Strata Decision shall provide [Client] with the consulting services set forth below in exchange for a fee of \$[amount]. Travel expenses will be billed separately from the cost of this engagement.

Description	Fees
[LIST OF SERVICES TO BE PERFORMED]	\$[amount]
TOTAL	\$(total)

Payment Terms

The total fees for this engagement will be billed upon receipt of the signed engagement letter, payment terms as set forth in the Agreement. Interest is applied to charges not remitted as set forth in the Agreement.

By signing below, the parties have agreed to the terms stated in the above agreement.

STRATA DECISION TECHNOLOGY, LLC

[Client]

By: _____
Name: JOHN MARTINO
Title: Senior VP, Finance & CFO
Date: _____

By: _____
Name: [Signatory Name]
Title: [Title]
Date: _____

Strata Decision Technology



Implementation Roles & Responsibilities

January 13, 2020



*** Strata Exhibit 7: SE7 - LA County_Roles and Responsibilities ***
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*** Strata Exhibit 7: SE7 - LA County_Roles and Responsibilities ***
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Project Planning

Project Planning Checklist

To initiate your platform implementation, your project manager should work to accomplish the following:

- ☐ **Identify Project Resources:** Identify and assign project resources for each solution implementation. Meet with assigned individuals to establish expectations and share implementation timelines.
- ☐ **Identify Implementation Goals:** Identify and document goals of your implementation and uses for StrataJazz®. Incorporate goals into Project Launch and Solution Kickoff content.
- ☐ **Provide Strata with Org Structure:** Strata requests you to provide your Project Manager with an organizational structure for reference.

Data Integration Checklist

To prepare for your Data Integration Phase, your Project Manager should accomplish the following:

- ☐ **Identify Data Sources:** Identify sources for all required data outlined in the Strata Project Book.
- ☐ **Identify Data Experts:** Confirm data extraction resources are familiar with your data sources and can dedicate sufficient time to providing extracts within workplan specified dates. Hour commitments are outlined in the Roles and Responsibilities Matrix. **Note: failure to secure sufficient data extraction resources can lead to solution go-live delays.**
- ☐ **Review Current Extracts:** Determine if you have existing data extracts that can be leveraged for Strata Data Integration or if you will need to create new extracts.
- ☐ **Confirm Data Extraction Capabilities:** Confirm you will be able to provide required files of raw data from source systems for: General Ledger, Payroll, Statistics, Patient Data. If applicable, confirm that you will be able to provide at least two years of historical patient data for trending analysis.
- ☐ **Confirm Automation Capabilities:** Prepare to automate regularly scheduled delivery of files to a secure FTP site to reduce manual effort required to upload data into Strata on an ongoing basis.
- ☐ **Document Issues from Previous Data Implementations:** A review of prior data issues will help you to identify and address risks prior to starting Data Integration.

Roles & Responsibilities Matrix

Platform Resources

Role	Responsibilities	Estimated Time Requirement	Client Sample Title
Executive Sponsor	<ul style="list-style-type: none"> Accountable for a successful implementation Champion for system adoption Point of escalation for delays, scope changes & major decisions Signs-off on change requests 	4 hours/month	CFO VP Finance
Project Manager	<ul style="list-style-type: none"> Coordinate resource assignments and availability Monitor and maintain project milestones 	3 hours/week	Project Manager Manager Financial Planning
CIO and Directors of IT	<ul style="list-style-type: none"> Allocate resources to extract data, automate data, make Strata accessible on end users computers, and maintaining data extracts Accountable for quality and timeliness of data extractions, reconciliation, and data automation 	0-4 hours/month (peak during Data Integration)	CIO Directors of IT

Solution Specific Resources

Role	Responsibilities	Estimated Time Requirement	Client Sample Title
Project Sponsor	<ul style="list-style-type: none"> Provides guidance to System Owner on system requirements, priorities Signs off on key decisions and change requests Serves as an escalation point for risks and issues 	0-2 hours/week	Director/VP of Financial Planning
System Owner	<ul style="list-style-type: none"> Typically, Manager/Director of Financial Planning Defines system requirements with guidance by the Strata Decision Solution Implementation Manager Performs and assists with facilitating client system validation; completes sign-offs Completes Administrator Training and assists with End User Training 	10-20 hours/week (peak during requirements & testing phases)	Manager/Director of Financial Planning
Project Team Members	<ul style="list-style-type: none"> Typically, Manager & Analysts in Finance Contributes to designing requirements, gathering data, validating the system, training users 	10-20 hours/week (peak during requirements & testing phases)	Manager(s)/Analyst Financial Planning

Role	Responsibilities	Estimated Time Requirement	Client Sample Title
Subject Matter Experts	<ul style="list-style-type: none"> Process stakeholders to be engaged during requirements and validation as needed Examples: Marketing, Reimbursement, Treasury, Data Source Owners 	4-20 hours/project	Directors in Strategy, Marketing, Reimbursement
Super Users	<ul style="list-style-type: none"> Users to assist with system validation as a sample size of overall End User Base 	20 hours/project	Experienced End Users

Activation Resources

Role	Responsibilities	Estimated Time Requirement	Client Sample Title
Desktop Representative	<ul style="list-style-type: none"> Configures workstations to use Strata 	Up to 1 day	Desktop Analyst from your IT team
Network Representative	<ul style="list-style-type: none"> Configures required IP/domain whitelisting Sets up site-to-site VPN tunnel (only if using LDAP) 	Up to 4 hours with LDAP, 1 hour or less without	Network Engineer/Security Coordinator from your IT team
Email/Exchange Representative	<ul style="list-style-type: none"> Configures required email whitelisting 	1 hour or less	Email/Exchange team member
Directory Services Representative	<ul style="list-style-type: none"> Performs LDAP administration or ADFS configuration 	Up to 2 hours for either LDAP or ADFS	Directory Services team member or a member of your network/IT team

Data Integration Project Resources

Role	Responsibilities	Estimated Time Requirement	Client Sample Title
Financial Data Extract Coordinator	<ul style="list-style-type: none"> Develops automatable extract scripts from source systems or data warehouse Provides formatted extract files, ad hoc and automated files Creates scheduled, automated data extracts 	10 hours/week ~16 weeks	ERP Administrator
Patient Data Extract Coordinator (DS Only)	<ul style="list-style-type: none"> Develops automatable extract scripts from source systems or data warehouse Provides formatted extract files, ad hoc and automated files Creates scheduled, automated data extracts 	20 hours/week ~20 weeks	EHR Administrator
IT Data Transfer Coordinator	<ul style="list-style-type: none"> Setup automated data transfer to Strata Decision's sFTP site Coordinates with appropriate security and network team members 	6-8 hours/project ~20 weeks	Network Administrator

Role	Responsibilities	Estimated Time Requirement	Client Sample Title
Business Process Owner(s)	<ul style="list-style-type: none"> • Business expert • Reviews and signs off on data requirements • Validates and reconciles data before and after import 	5-15 hours/week ~20 weeks	Manager Financial Planning/Decision Support

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EXHIBIT W (COUNTY KEY PERSONNEL)

TO THE

COST ACCOUNTING AND DECISION SUPPORT SYSTEM AND SERVICES
AGREEMENT

EXHIBIT W

COUNTY KEY PERSONNEL

This Exhibit W (County Key Personnel) is an attachment and addition to the Cost Accounting and Decision Support System and Services Agreement (the “**Agreement**”) entered into by and between the County of Los Angeles (“**County**”) and Strata Decision Technology LLC (“**Contractor**”), and is incorporated into the Agreement by reference hereof. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.

No.	Key Employee Name	Project Title
1.	Allan Wecker	DHS CFO
2.	Kevin Lynch	DHS CIO
3.	[To be named]	County Project Manager
4.	[To be named]	County Project Director

Pursuant to Section 29.3(c)(i) (Notices) of the Agreement, the County Project Director will be located at the following address:

[To be determined]
Department of Health Services
313 N. Figueroa St, Suite 317
Los Angeles, CA 90012

As to any notice or materials that Contractor is obligated to provide under Exhibit F (Business Associate Agreement), Exhibit K (Information Security Requirements), or Exhibit M (Additional Hosting Services Terms and Conditions), or Sections 15.12 (Security Audits), 15.13 (Compliance Audits), or 15.15 (Audit of Practices Relates to Protected Health Information) of the Agreement, Contractor shall provide a copy to the DHS Departmental Information Security Officer located at the following address:

DHS Departmental Information Security Officer
ATTN: Jeff Zito
[Address to be determined]



EXHIBIT X (PARENT GUARANTEE)

TO THE

COST ACCOUNTING AND DECISION SUPPORT SYSTEM AND SERVICES AGREEMENT

EXHIBIT X

PARENT GUARANTEE

Strata Decision Technology, LLC, a limited liability company ("**Contractor**"), and the County of Los Angeles, a political subdivision of the State of California ("**County**"), are entering into a Cost Accounting And Decision Support System and Services Agreement, Los Angeles County Agreement No. H-708846 ("**Underlying Agreement**").

Contractor is a wholly-owned subsidiary of Roper Technologies, Inc., a corporation having an address at 6901 Professional Parkway East, Suite 200, Lakewood Ranch FL 34240 ("**Contractor Parent**"). Under this agreement ("**Guarantee**"), Contractor Parent agrees to a guarantee to provide the financial resources to enable the full performance of Contractor's obligations under the Underlying Agreement in accordance with the terms and conditions set forth in this Guarantee.

GUARANTEE

In consideration of the mutual covenants and agreements contained herein, Contractor Parent and County agree as follows:

1. GUARANTEE OF OBLIGATIONS

Contractor Parent hereby unconditionally and irrevocably guarantees to County to provide the financial resources to enable the full performance by Contractor of all covenants, obligations, and liabilities of Contractor arising under the terms and conditions of the Underlying Agreement ("**Obligations**"), which are incorporated herein by reference as if fully set forth herein. This Guarantee shall include all Obligations of Contractor under the Underlying Agreement.

This Guarantee is valid and will remain in full force until, and shall terminate upon, the earlier of (i) the expiration or termination of all Obligations, including Obligations which expire or terminate later than the expiration or termination of the Underlying Agreement; (ii) the date on which all Obligations are paid or performed in full; or (iii) the date on which Contractor Parent no longer has a majority controlling interest in Contractor. Contractor Parent hereby waives presentment, demand, protest, and notice of any kind in the enforcement of this Guarantee.

2. REPRESENTATIONS AND WARRANTIES

Contractor Parent represents and warrants to County that:

- (a) it has been duly incorporated as a public corporation under the laws of the State of Delaware, and is validly existing and has all necessary corporate power and authority to enter into and deliver this Guarantee and to perform its obligations hereunder;
- (b) all necessary corporate action has been taken by it to authorize the execution, delivery and performance of this Guarantee and to observe and perform its obligations under this Guarantee; and
- (c) this Guarantee constitutes a legal, valid and binding obligation of Contractor Parent, subject to (i) applicable bankruptcy, receivership, reorganization, insolvency, moratorium, fraudulent conveyance or transfer, and other laws and judicially developed doctrines relating to or affecting creditors' rights and remedies generally and (ii) the application of general principles of equity.

3. RELEASE

Contractor Parent agrees that it will not be released from this Guarantee by any act, omission, matter, or for any other reason whereby, in absence of this provision, Contractor Parent would or might be released, including, whether or not known to Contractor Parent:

- (a) any alteration in the obligations undertaken by Contractor pursuant to the terms of the Underlying Agreement;
- (b) any legal limitation, disability, incapacity, or other circumstances relating to Contractor or any other person; or

- (c) the dissolution, amalgamation, reconstruction, reorganization, change in status, function, control or ownership that does not change Contractor Parent's majority controlling interest in Contractor, insolvency, liquidation, or the appointment of an administrator or receiver of Contractor or any other person,

provided that nothing in this Section 3 (Release) will create any greater obligation of Contractor Parent than the Obligation which Contractor has failed to complete.

4. GENERAL

- (a) If at any time any provision hereof is or becomes illegal, invalid or unenforceable, neither the legality, validity or enforceability of the remaining provisions hereof will in any way be affected or impaired thereby.
- (b) This Guarantee may be entered into in any number of counterparts. This has the same effect as if the signatures on the counterparts were on a single copy of this Guarantee.
- (c) The validity, construction and enforcement of this Guarantee will be determined in accordance with the laws of California, without reference to its conflicts of laws principles, and any action arising under it will be brought exclusively in California. Contractor Parent consents to the personal jurisdiction of the state and federal courts located in California.
- (d) This Guarantee shall be binding upon Contractor Parent, its successors and assigns, and shall inure to the benefit of County and its respective successor and assigns.
- (e) This Guarantee is given for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Contractor Parent. The Guarantee is of direct and substantial benefit to Contractor Parent.

[Signatures provided on the following page]

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Guarantee to be executed by the County's Director of Health Services, or authorized designee on behalf of the Health Agency, and Contractor Parent has caused this Guarantee to be executed on its behalf by its duly authorized officer(s).

ROPER TECHNOLOGIES, INC. ("Contractor Parent")

By: _____

Title: _____

Date: _____

COUNTY OF LOS ANGELES ("County")

By: _____

DIRECTOR OF THE LOS ANGELES COUNTY
DEPARTMENT OF HEALTH SERVICES

APPROVED AS TO FORM:

MARY C. WICKHAM
COUNTY COUNSEL

By: _____

DEPUTY



EXHIBIT Y (TIER 1 SUBPROCESSOR TERMS)

TO THE

COST ACCOUNTING AND DECISION SUPPORT SYSTEM AND SERVICES AGREEMENT

EXHIBIT Y

TIER 1 SUBPROCESSOR TERMS

This Exhibit Y (Tier 1 Subprocessor Terms) is an attachment and addition to the Cost Accounting and Decision Support System and Services Agreement (the “**Agreement**”) entered into by and between the County of Los Angeles (“**County**”) and Strata Decision Technology LLC (“**Contractor**”), and is incorporated into the Agreement by reference hereof. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.

1. DEFINITIONS

For purposes of this Exhibit Y (Tier 1 Subprocessor Terms), the following definitions apply:

1.1. County Data

“**County Data**” shall have the meaning in the applicable agreement or agreements between County and Contractor under which the County Data for which a Tier 1 Subprocessor is used by Contractor is accessed by, or made available to, Contractor. In the event there is not a definition of County Data in an applicable agreement, the following definition shall apply as to the agreement for which the definition of County Data is missing:

““**County Data**” shall mean all County Confidential Information, data, records, and information of County to which Contractor has access, or is otherwise provided to Contractor under this Agreement.”

1.2. Confidential Information

“**Confidential Information**” shall have the meaning in the applicable agreement or agreements between County and Contractor under which Confidential Information, including County Data, for which a Tier 1 Subprocessor is used by Contractor is accessed by, or made available to, Contractor. In the event there is not a definition of Confidential Information in an applicable agreement, the following definition shall apply as to the agreement for which the definition of Confidential Information is missing:

““**Confidential Information**” shall mean all information supplied by one Party and its affiliates and agents (collectively, the “**Disclosing Party**”) to the other (“**Receiving Party**”) including, without limitation, (a) source code, prices, trade secrets, mask works, databases, designs and techniques, engine protocols, models, displays and manuals, and the selection, coordination, and arrangement of the contents of such materials; (b) any unpublished information concerning research activities and plans, marketing or sales plans, sales forecasts or results of marketing efforts, pricing or pricing strategies, costs, operational techniques, or strategic plans, and unpublished financial information, including information concerning revenues, profits, and profit margins; (c) any information relating to County’s customers, patients, business partners, or personnel; (d) Personal Data; and (e) Protected Health Information (as defined by the Health Information Portability Accountability Act (“**HIPAA**”), will be deemed confidential and proprietary to the Disclosing Party, regardless of whether such information was disclosed intentionally or unintentionally or marked as “confidential” or “proprietary” (“**Confidential Information**”). The foregoing definition shall also include any Confidential Information provided by either Party’s contractors, subcontractors, agents, or vendors. “**Personal Data**” as used in this definition shall mean 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.), Protected Health Information, and “personal data” as that term is defined in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (also known as the “General Data Protection Regulation” or “GDPR”).”

1.3. Subprocessor

“**Subprocessor**” means a third party that Contractor has agreed to treat as a Subcontractor under its applicable agreement or agreements with County and that, as to County Data, solely provides to Contractor additional computing processing capability and has no means of accessing or viewing County Data. For the avoidance of doubt, the term “Subprocessor” shall have the unique meaning set forth herein without regard to other industry or regulatory definitions or interpretations of that term.

1.4. Tier 1 Subprocessor

“**Tier 1 Subprocessor**” shall mean a Subprocessor that has been Approved by County and that Contractor uses pursuant to Section 2 (Eligible Tier 1 Subprocessors), below.

2. ELIGIBLE TIER 1 SUBPROCESSORS

County has Approved the following Subprocessors to be eligible to be Tier 1 Subprocessors:

- Amazon Web Services (AWS)
- Google
- Microsoft Azure

Upon Contractor’s compliance with the terms set forth in this Exhibit Y (Tier 1 Subprocessor Terms) and the applicable terms under the Agreement, Contractor may use any of the Subprocessors set forth in this Section 2 (Eligible Tier 1 Subprocessors) as a Tier 1 Subprocessor.

3. NO ACCESS BY SUBPROCESSOR TO COUNTY DATA

In addition to the preclusion of access to County Data inherent in the definition of Subprocessor, Contractor explicitly acknowledges that:

- (A) Contractor shall be responsible for data encryption as to County Data, will retain and secure all data encryption keys, and Subprocessor will not have access to the encryption keys applicable to County Data;
- (B) As to County Data, Contractor has not contracted or agreed with Subprocessor to perform analytics or any other task or service which requires or enables Subprocessor to access or view County Data;
- (C) As to County Data, Contractor is using Subprocessor solely to supply it with additional computing processing capability; and
- (D) No County Data shall be transmitted outside of the United States in connection with Contractor’s use of the Subprocessor.

4. COUNTY CURRENT TECHNICAL REVIEW

Prior to using a Subprocessor in connection with any County Data, Contractor shall:

- (A) Complete and submit and/or update the County’s then-current Cloud Security questionnaire as to the Subprocessor;
- (B) Provide a list to the County of the Subprocessor’s then-current security certifications; and

- (C) Submit a description, with diagrams as applicable, of the security architecture and environment (e.g., single tenant/multi-tenant) between Contractor and Subprocessor.

5. SUBPROCESSOR IS A SUBCONTRACTOR

Prior to using a Subprocessor in connection with any County Data, Contractor shall:

- (A) Sign a Change Order with County adding the Subprocessor as a Subcontractor under the Agreement;
- (B) Confirm in writing that there are no pass-through conditions from Subprocessor that apply to County; and
- (C) Deliver a subcontract to County between Contractor and Subprocessor acknowledging that:
 - (i) Subprocessor is acting as a Subcontractor to Contractor under its agreement with the County;
 - (ii) In its capacity as a Subcontractor to County, Subprocessor solely provides Contractor additional computing processing capability and has no means of accessing or viewing County Data; and
 - (iii) No County Data shall be transmitted outside of the United States in connection with Contractor's use of the Subprocessor.



CIO ANALYSIS

William S. Kehoe
CHIEF INFORMATION OFFICER

BOARD AGENDA DATE:
11/24/2020

SUBJECT:

**APPROVAL OF A COST ACCOUNTING AND DECISION SUPPORT SERVICES AGREEMENT WITH
STRATA DECISION TECHNOLOGY, LLC
ALL SUPERVISORIAL DISTRICTS (3 VOTES)**

CONTRACT TYPE:

☒ New Contract ☐ Sole Source ☐ Amendment to Contract #: Enter contract #.

SUMMARY:

Description: Department of Health Services (DHS) is planning to implement a cost accounting and decision support system(collectively referred to as "CADS System" or "CADSS") to:

- Analyze its current cost structure for its delivery of health care services, compare costs across different entities and providers,
- Pinpoint areas with significant cost variances and identify reasons for such cost variances,
- Detect ongoing trends and validate budget assumptions, and
- Track budget compliance across various health care entities, patient populations, and services.

DHS selected Strata Decision Technology LLC through competitive RFP process. There were 3 vendors responded in the Phase II evaluation of the RFP process. The debriefing was provided to other 2 vendors and there were no protests as a result of this solicitation.

Contract Amount: \$20,105,215

Financial Analysis:

One Time Implementation Cost (A)	\$1,566,025
Recurring Monthly Fees (B)	\$53,328
Total Recurring Fees for 161 Support Months of the Agreement (C = B*161 Months)	\$8,585,808

COST ACCOUNTING AND DECISION SUPPORT SERVICES AGREEMENT WITH STRATA DECISION TECHNOLOGY, LLC

Total Implementation, Hosting and Support (A+C)	\$10,151,833
Pool Dollars for Optional Work	\$2.7M*
Pool Dollars for Additional Modules as Optional Work (Implementation Cost Not Included)	\$7.5M*

*The Pool Dollars are the best-estimate dollar amounts for optional expenses as described in the Board Letter, such as additional modules, additional users, and additional trainings, etc.

Note: Funding is included in DHS' 2020-21 Fiscal Outlook that has been sent to the Board.

RISKS & RECOMMENDATIONS:

1. **Project Activities:** The Statement of Work doesn't explicitly call out following tasks & associated deliverables in the SOW. The County Project Manager must ensure that it is included and planned in the Detailed Project Work Plan.
 - a. Performance (Load & Stress) Testing as part of the Full Cycle Testing
 - b. Organizational Change Management
2. **Integrations:**
 - a. This is complex implementation with 55+ interfaces to different systems within the Department. It requires comprehensive integration testing involving the Department key stakeholders which may be beyond the scope of the current contract. Also, there is risk of potential re-design and re-architecture of the interfaces which can result in budget and schedule impacts. So, the DHS must prepare comprehensive project plan including integration testing plan for downstream and/or upstream systems.
 - b. Where ever possible, the DHS may prefer to use API services and real time updates versus flat files integration with delayed updates.
3. **Financials:**
 - a. There is one defined rate card for all type of Contractor Professional Services. It is good practice to have an agreed rate card for different type of professional services by role.
 - b. The training cost per participant in remote set up is higher than the in-person training cost. The DHS may request Contractor to consider the same training cost for remote training.
 - c. The implementation cost for the Additional Modules as an Optional Work is not included in the contract presenting a potential unknown financial risk. However, the support cost of \$7.5M is included. Moreover, if Additional Modules are not implemented, then the unspent \$7.5M will be reallocated to Pool Dollars for Optional Work, making the overall Pool Dollars to be \$10.2M for the base Agreement of \$10.15M.

COST ACCOUNTING AND DECISION SUPPORT SERVICES AGREEMENT WITH STRATA DECISION TECHNOLOGY, LLC

4. **Training**: The training classes provided by the Contractor is not recorded for future reference purposes and should be for new employees and employees that need refresher training. The training schedule must be monitored to ensure attendance of all key stakeholders so that users are skilled in the system before deployment.
5. **Project Governance**: The strong project governance and project steering committee is required and involves key representatives from all identified areas. There are multiple stakeholders involved in the project, requiring strong project governance to ensure adherence to scope, schedule and budget. DHS should consider the OCIO Deputy CIO assigned to DHS in the Governance structure.
6. **Security**: The County's Chief Information Security Officer (CISO) has reviewed the Agreement and provided the approval. Considering the sensitivity of the data collected and used within the System (i.e. HIPAA, PII), CISO has determined that the proper controls are in place to secure the data.

PREPARED BY:

JAGJIT DHALIWAL, DEPUTY CHIEF INFORMATION OFFICER

DATE

APPROVED:

WILLIAM S. KEHOE, COUNTY CHIEF INFORMATION OFFICER

DATE

BOARD LETTER FACT SHEET

Agenda Review Date: November 12, 2020

Board Meeting Date: November 24, 2020

Sup. Dist. / SPA No.: 1, 2, & 5

DEPARTMENT: **Health Services**

SUBJECT: **AUTHORIZE THE COUNTY PURCHASING AGENT TO ISSUE A CONFIRMING PURCHASE ORDER TO AMPLEX GROUP SERVICES INC. FOR ELECTROSTATIC SERVICES AT VARIOUS LOS ANGELES COUNTY JAIL FACILITIES**

I. PUBLIC BENEFIT (precise description, mandated or non-mandated)

Authorize the Internal Services Department, as the County's Purchasing Agent, to issue a confirming Purchase Order to Amplex Group Services Inc. for electrostatic disinfection and sanitation services rendered at various Los Angeles County jail facilities.

II. RECOMMENDED ACTIONS (summarized)

Authorize the Director of the Internal Services Department (ISD), as the County's Purchasing Agent, to issue a confirming Purchase Order (PO) to Amplex Group Services, Inc. (Amplex) in the total amount of \$1,317,144 for electrostatic disinfection and sanitation services rendered at Century Regional Detention Facilities, Twin Towers Correctional Facilities, and Pitchess Detention Center that exceeds the \$200,000 annual aggregate for service contracts.

III. COST AND FUNDING SOURCES

Cost: \$1,317,144

Funding: The cost will be funded by Coronavirus Relief Funds.

IV. BACKGROUND (critical and/or insightful)

In April 2020, Integrated Correctional Health Services (ICHS) determined that electrostatic disinfection and sanitation services were necessary to reduce and prevent the spread of COVID-19 within the Los Angeles County jail facilities. ICHS, in collaboration with the Sheriff's Department, determined that Amplex was the only vendor with security clearance to work in the LA County jails that could provide both electrostatic disinfection and sanitation services in a correctional environment. ICHS requested electrostatic disinfection and sanitation services for each of its locations twice per week as a part of its terminal cleaning plan. DHS worked with ISD to expedite issuing POs for an interim period while DHS worked diligently to add the electrostatic disinfection and sanitation services to a Board approved agreement. ISD issued initial POs to Amplex on May 7, 2020, for a total of approximately \$198,000, which covered the start-up and services for a period of two weeks. Due to the critical need for disinfection and sanitation services as a component of COVID-19 infection control measures within the LA County jail facilities, Amplex continued to provide electrostatic disinfection and sanitation services without POs until August 21, 2020.

V. POTENTIAL ISSUE(S)

None

VI. DEPARTMENT & COUNTY COUNSEL CONTACTS

Department of Health Services, Jason Ginsberg, jginsberg@dhs.lacounty.gov, (323) 914-7926
County Counsel, Natasha Mosley, nmosley@counsel.lacounty.gov, (213) 974-8572

November 24, 2020

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

Dear Supervisors:

**AUTHORIZE THE COUNTY PURCHASING AGENT TO ISSUE A CONFIRMING
PURCHASE ORDER TO AMPLEX GROUP SERVICES INC. FOR ELECTROSTATIC
DISINFECTION AND SANITATION SERVICES AT VARIOUS LOS ANGELES COUNTY
JAIL FACILITIES
(SUPERVISORIAL DISTRICTS 1, 2, & 5)
(3 VOTES)**

SUBJECT

Authorize the Internal Services Department, as the County's Purchasing Agent, to issue a confirming Purchase Order to Amplex Group Services Inc. for electrostatic disinfection and sanitation services rendered at various Los Angeles County jail facilities.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Director of the Internal Services Department (ISD), as the County's Purchasing Agent, to issue a confirming Purchase Order (PO) to Amplex Group Services, Inc. (Amplex) in the total amount of \$1,317,144 for electrostatic disinfection and sanitation services rendered at Century Regional Detention Facilities (CRDF), Twin Towers Correctional Facilities (TTCF), and Pitchess Detention Center (PDC).
2. Authorize the Director of ISD, as the County's Purchasing Agent, to issue a PO that exceeds the \$200,000 annual aggregate for service contracts.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will authorize ISD, as the County's Purchasing Agent, to issue a confirming PO to enable the Department of Health Services (DHS) to

pay outstanding invoices totaling \$1,317,144 for electrostatic disinfection and sanitation services rendered at CRDF, TTCF, and PDC, to prevent the spread of COVID-19.

BACKGROUND

In April 2020, Integrated Correctional Health Services (ICHS) determined that electrostatic disinfection and sanitation services were necessary to reduce and prevent the spread of COVID-19 within the Los Angeles County jail facilities. ICHS, in collaboration with the Sheriff's Department, determined that Amplex was the only vendor with security clearance to work in the LA County jails that could provide both electrostatic disinfection and sanitation services in a correctional environment. ICHS requested electrostatic disinfection and sanitation services for each of its locations twice per week as a part of its terminal cleaning plan. DHS worked with ISD to expedite issuing POs for an interim period while DHS worked diligently to add the electrostatic disinfection and sanitation services to a Board approved agreement. ISD issued initial POs to Amplex on May 7, 2020, for a total of approximately \$198,000, which covered the start-up and services for a period of two weeks. Due to the critical need for disinfection and sanitation services as a component of COVID-19 infection control measures within the LA County jail facilities, Amplex continued to provide electrostatic disinfection and sanitation services without POs until August 21, 2020.

Pursuant to Board delegated authority, approved on May 12, 2020, DHS Contract and Grants has added CRDF, TTCF and PDC to a Board approved service agreement through emergency COVID-19 Change Orders for Housekeeping Services with Servicon Systems, Inc. (Agreement No. H-77917), effective August 24, 2020 through February 28, 2021. Servicon Systems, Inc. received security clearance to work in the LA County jails and started providing the electrostatic disinfection and sanitation services on August 24, 2020.

DHS recognizes this as a confirming retroactive PO, and will make a presentation to the Retroactive Contract Review Committee (RCRC) to discuss the factors that led to the retroactive situation, and to discuss the Corrective Action Plan (CAP) developed by the department to prevent the recurrence of future retroactive POs. Recommendations made by the RCRC members will be incorporated in the final CAP.

Implementation of Strategic Plan Goals

The recommended actions support Goal II.2, "Support the Wellness of Our Communities" and III.3, "Pursue Operational Effectiveness, Fiscal Responsibility and Accountability" of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The invoice total is \$1,317,144. The cost will be funded by Coronavirus Relief Funds.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On July 16, 2019, the Board authorized the maximum authority set forth in Section 25502.5 of the Government Code, which increased the County Purchasing Agent's authority to contract for services up to \$200,000 annually. Board approval is required for the Director of ISD, as the County's Purchasing Agent, to issue a PO that exceeds the \$200,000 limit.

The total cost of the invoices is \$1,317,144 for services rendered without a PO.

CONTRACTING PROCESS

ICHS, in collaboration with the Sheriff's Department, determined that Amplex was the only vendor with security clearance to work in the LA County jails that could provide both electrostatic disinfection and sanitation services in a correctional environment. The PO will be processed by ISD in accordance with the County's purchasing policies and procedures for sole source purchases.

IMPACT ON CURRENT SERVICES

There is no negative impact on current County services. Approval of the recommendation will enable DHS to pay for services received during prior fiscal year.

Respectfully submitted,

Christina R. Ghaly, M.D.
Director

CRG:jc

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors
Internal Services Department

BOARD LETTER FACT SHEET

Agenda Review Date:

Board Meeting Date:

Sup. Dist. / SPA No.:

DEPARTMENT:

SUBJECT:

I. PUBLIC BENEFIT (precise description, mandated or non-mandated)

II. RECOMMENDED ACTIONS (summarized)

III. COST AND FUNDING SOURCES

Cost:

Funding:

IV. BACKGROUND (critical and/or insightful)

V. POTENTIAL ISSUE(S)

VI. DEPARTMENT & COUNTY COUNSEL CONTACTS



BARBARA FERRER, Ph.D., M.P.H., M.Ed.
Director

MUNTU DAVIS, M.D., M.P.H.
County Health Officer

MEGAN McCLAIRE, M.S.P.H.
Chief Deputy Director

313 North Figueroa Street, Room 806
Los Angeles, California 90012



BOARD OF SUPERVISORS

Hilda L. Solis
First District

Mark Ridley-Thomas
Second District

Sheila Kuehl
Third District

Janice Hahn
Fourth District

Kathryn Barger
Fifth District

November 24, 2020

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

Dear Supervisors:

**AUTHORIZATION TO ACCEPT AND SIGN STANDARD AGREEMENT NUMBER 20-10528
AND FUTURE AGREEMENTS AND/OR AMENDMENTS FROM THE CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH FOR THE CHILDHOOD LEAD POISONING
PREVENTION PROGRAM
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

Provide authorization to accept and sign a Standard Agreement and future agreements and/or amendments from the California Department of Public Health to support the Childhood Lead Poisoning Prevention Program.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Director of the Department of Public Health (Public Health), or designee, to accept and sign Standard Agreement (SA) Number 20-10528 from the California Department of Public Health (CDPH) for the funding period of July 1, 2020 through June 30, 2023, in the amount of \$20,310,495 (comprised of \$5,653,212 in Federal Title XIX Funds) to support the Childhood Lead Poisoning Prevention Program (CLPPP). The SA includes provisions requiring the County to indemnify the State against all claims and losses related to this agreement and to waive all claims and recourse against the State related to this program.
2. Delegate authority to the Director of Public Health, or designee, to accept and sign future SAs from CDPH that are consistent with the requirements of SA Number 20-10528 and/or

amendments that extend the funding periods at amounts to be determined by CDPH and reflect revisions to the SA's terms and conditions to include but not limited to the rollover of unspent funds, redirection of funds, and/or increase or decrease funding, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Since 1994, Public Health has received funding from CDPH to support Public Health's CLPPP.

Approval of Recommendation 1 will allow Public Health to accept the SA for continued funding support of CLPPP which includes primary prevention activities, surveillance, and case management services including environmental investigations of lead poisoning of children that help reduce the incidence of exposure to lead and improve the consequences of exposure to children residing in Los Angeles County.

Primary prevention activities include outreach and education to medical providers, schools, parents, childcare providers, remodeling and repair contractors, hardware stores, and homeowners. The goal of these prevention activities is to provide education on 1) lead poisoning prevention; 2) lead safe work practices during the remodeling and/or repairing of homes; and 3) updated lead awareness information and legal responsibilities of medical providers to screen children for lead poisoning. Public Health will collaborate with cities with high incidence of lead poisoned children, community-based organizations, and other health organizations to ensure a high level of lead-poisoning awareness in their communities.

Comprehensive case management services for lead burdened children include home visits and telehealth by public health nurses to assess the child's health and environment, coordination with medical providers, and investigation of the child's environment by registered environmental health specialists to identify potential lead hazards.

Public Health maintains a CDPH surveillance system that includes data collected from home visits and environmental investigations conducted by Public Health.

Approval of Recommendation 2 will allow Public Health to accept future SAs from CDPH and/or amendments that extend the funding periods at amounts to be determined by CDPH and reflect revisions to terms and conditions to include but not limited to the rollover of unspent funds, redirect funds, and/or increase or decrease funding. This authority is being requested to enhance Public Health's efforts to expeditiously maximize grant revenue, consistent with Board Policy 4.070: Full Utilization of Grant Funds.

Implementation of Strategic Plan Goals

The recommended action supports Strategy I.1 – Increase Our Focus on Prevention Initiative; and Strategy II.2, Support the Wellness of Our Communities, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

SA Number 20-10528 provides funding for the period of July 1, 2020 through June 30, 2023 in the total amount of \$20,310,495 (\$6,765,365 for fiscal year (FY) 2020-21; \$6,779,765 for FY 2021-22; and \$6,765,365 for FY 2022-23). This funding is comprised of \$14,657,283 in State funds and \$5,653,212 in Federal Title XIX Funds.

These funds support staff salaries, employee benefits, operating expenses, and indirect costs.

Funding is included in Public Health's FY 2020-21 Final Adopted Budget and will be included in future FY's, as necessary.

There is no net County cost associated with this action.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On September 19, 2019, Public Health received a notification from the CDPH Childhood Lead Poisoning Prevention Branch Program of DPH's CLPPP funding allocation for FYs 2020-23 and a request that Public Health submit an application for this funding.

On November 25, 2019, Public Health received a notification from CDPH that Public Health's CLPPP funding allocation had changed and that the application was to be submitted at the revised amount.

On April 15, 2020, Public Health submitted an application to CDPH for the revised program funding amount.

On September 22, 2020, Public Health received SA Number 20-10528 to support Public Health CLPPP for FYs 2020-21 through 2022-23.

IMPACT ON CURRENT SERVICES

Approval of the recommended actions will allow Public Health to accept funds from the CDPH to continue to support CLPPP activities to help reduce exposure to lead and improve the consequences of exposure for children residing in Los Angeles County.

Respectfully submitted,

Barbara Ferrer, Ph.D., M.P.H., M.Ed.
Director

BF:jo
#05452

Enclosure

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

Exhibit A
Scope of Work

1. Service Overview

Contractor agrees to provide to the California Department of Public Health (CDPH) the services described herein.

This contract provides Local Assistance funds that are specifically authorized by the Health and Safety Code, Section 105290, to the County of Los Angeles. The County of Los Angeles will provide direct case management for the children of California, as well as education to the communities, families, and health care providers within its jurisdiction. The County of Los Angeles will coordinate lead-related activities of local agencies and organizations, alert the Childhood Lead Poisoning Prevention Branch to new sources of lead exposure and barriers in the continuum of care and prevention, and help develop creative strategies towards realizing a healthy, lead-safe environment in which all the children of the State of California can achieve their full potential. All activities described above are to support the State's Childhood Lead Poisoning Prevention Program. This agreement is a Cooperative Agreement Act, pursuant to Health and Safety Code 38070 et.seq.

2. Service Location

The services shall be performed at applicable facilities in County of Los Angeles.

3. Service Hours

The services shall be provided during normal Contractor working hours, 8am-5pm, Monday through Friday, excluding Federal and State holidays.

4. Project Representatives

A. The project representatives during the term of this Agreement will be:

California Department of Public Health	County of Los Angeles
Andy Knapp, Contract Manager Telephone: (510) 620-5616 Fax: (510) 620-5656 Email: andrew.knapp@cdph.ca.gov	Angie Toyota, Program Coordinator Telephone: (323) 914-7171 Fax: (323) 887-5178 Email: atoyota@ph.lacounty.gov

B. Direct all inquiries to:

California Department of Public Health	County of Los Angeles
Childhood Lead Poisoning Prevention Branch Attention: Andy Knapp, Contract Manager 850 Marina Bay Parkway, Building P, Third Floor Richmond, CA 94804-6403 Telephone: (510) 620-5616 Fax: (510) 620-5656 Email: andrew.knapp@cdph.ca.gov	Childhood Lead Poisoning Prevention Program Attention: Angie Toyota, Program Coordinator 5555 Ferguson Drive, Suite 210-02 Commerce, CA 90022 Telephone: (323) 914-7171 Fax: (323)887-5178 Email:atoyota@ph.lacounty.gov

C. All payments from CDPH to the Contractor shall be sent to the following address:

Exhibit A
Scope of Work

Remittance Address

Contractor: County of Los Angeles
Attention: County of Los Angeles Treasurer
Address: P.O. Box 1859
City, Zip: Sacramento, CA 95812
Phone: (323) 914-7171
Fax:
Email: atoyota@ph.lacounty.gov

- D. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement but will require a new CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record form; completed form must be submitted to the Contract Manager for processing.

5. Scope of Work Changes

- A. Pursuant to Health and Safety Code Section 38077 (b)(2), changes and revisions to the Scope of Work contained in the agreement, utilizing the "allowable cost payment system", may be proposed by the Contractor in writing. All requested changes and revisions are subject to the approval of the State. Failure to notify the State of proposed revisions to the Scope of Work may result in an audit finding.
- B. The State will respond, in writing, as to the approval or disapproval of all such requests for changes or revisions to the Scope of Work within 30 calendar days of the date the request is received in the program. Should the State fail to respond to the Contractor's request within 30 calendar days of receipt, the Contractor's request shall be deemed approved.
- C. The State may also request changes and revisions to the Scope of Work. The State will make a good-faith effort to provide the Contractor 30 calendar days advance written notice of said changes or revisions.
- D. No changes to the Scope of Work agreed to pursuant to this provision shall take effect until the cooperative agreements are amended and the amendment is approved as required by law and this agreement

6. Required Deliverables for Program Review and Evaluation

- A. Biannual Progress Reports using the CLPPB Progress Report template.
- B. Quarterly invoices as outlined in Exhibit B, Provision 1, page 1 of 4.
- C. Completed pages of the Lead Poisoning Follow-up Form (LPFF) and appendices (including the initial (and, as appropriate, interim) and closing LPFFs) for each person eligible for full state case management.
- D. Completed Form 8552 for each Lead Hazard Evaluation (includes clearance, Environmental Investigation (EI) and risk assessment) that is performed.

Exhibit A
Scope of Work

- E. Status report, case management information, case files for persons eligible for full state case management, and other contract-related information as requested by CLPPB for program review.
- F. Entry of data into the Response and Surveillance System for Childhood Lead Exposures II (RASSCLE II), as negotiated with CLPPB.
- G. Contractor-developed educational materials, if any. (Must be approved by CLPPB prior to use.)

7. Subcontracts Requirements

Subcontracts with other governmental agencies may be allowed with prior CDPH approval.

8. Program Monitoring

CLPPB will conduct program evaluations to ensure that the Contractor's program operations and fiscal management procedures are in compliance. CLPPB reserves the right to conduct a program monitoring visit. The Contractor must comply with all requirements of the program monitoring process. Contractors found to be out of compliance during program monitoring may be subject to more frequent monitoring, and if findings are not corrected, sanctions may be imposed.

9. Services to be Performed

See the attached, Exhibit A, Attachment 1 as follows for detailed description of the services to be performed.

Exhibit A, Attachment 1
Work Plan

Goal 1: A Childhood Lead Poisoning Prevention Program (CLPPP) shall be successfully administered in the jurisdiction of each local health department.

Objective 1-I: Maintain (or establish) and successfully administer a local CLPPP.

Activities to Support the Objective: Task 1-I	Timeline	Staff	Evaluation/Deliverables
<p>1. Contractor will designate a CLPPP Coordinator responsible for conducting or overseeing the activities below. Contractor's staff may be assigned to perform specific duties of the CLPPP Coordinator, with the exception of the roles of primary program contact, and approval for access to state data, which must be performed by the CLPPP Coordinator.</p> <p><i>The contractor must conduct all of the following Goal 1 activities:</i></p> <p>a. Prepare and implement a Work Plan that identifies appropriate activities and staff for the needs and resources available to the contractor.</p>	<p>Within thirty (30) days of start date</p>	<p>Sr.Staff Analyst/CLPPP Coordinator (CC)</p>	<p><i>The contractor must conduct all Goal 1 deliverables.</i></p> <p>1. Designate CLPPP Coordinator</p>
	Ongoing	<p>SSA/Adm Secretary III (SIII/Adm), Administrative Assistant III (AAIII/Adm), Environmental Health Services Manager (EHSM/EH/T3), Secretary II (SII/EH/T3)</p>	<p>1. Submit Work Plan 2. Submit Personnel Justification Form 3. Submit contact list</p>
<p>b. Coordinate all Program services and activities within the contractor's county/city.</p>	Ongoing	<p>CC, SIII/Adm, AAIII/Adm, EHSM/EH/T3, SII/EH/T3</p>	<p>1. Execute Work Plan</p>

5

Exhibit A, Attachment 1
Work Plan

Activities to Support the Objective: Task 1-I	Timeline	Staff	Evaluation/Deliverables
f. All contractor staff providing services to children under this contract must have and maintain the professional qualifications and criteria (education, licenses, and training) required by CLPPB. Contractor must notify CLPPB when staff changes occur, no later than five working days after the change.	Ongoing	CC, SIII/Adm, AAIII/Adm, EHSM/EH/T3, SII/EH/T3	1. Record of (current) professional qualifications for all staff providing services to children
g. Convene and conduct team meetings at least quarterly, in person or remotely, with participation by all of contractor's team members.	Quarterly	CC, SIII/Adm, AAIII/Adm, EHSM/EH/T3, SII/EH/T3	1. Minutes from quarterly meetings
h. All required Program documentation shall be submitted in a timely manner and according to CLPPB requirements, including but not limited to, case management forms and documents, and biannual Progress Reports.	Ongoing	CC, SIII/Adm, AAIII/Adm, EHSM/EH/T3, SII/EH/T3, Accountant II (Acct.II/Fin)	1. Submit the following documents to CLPPB: <ul style="list-style-type: none"> • Case management forms and documents • Biannual Progress Reports • Quarterly invoices <input type="checkbox"/> Other (<i>please specify</i>):

Exhibit A, Attachment 1
Work Plan

Activities to Support the Objective: Task 1-I	Timeline	Staff	Evaluation/Deliverables
<p>2. Tier 2- All contractors receiving basic State funding allocations greater than \$300,000 annually are expected to carry out additional activities beyond those described in the core goals in the SOW. These additional activities are referred to as Tier 2 activities and are listed throughout the SOW. <i>(Details of the activities are to be specified by the contractor)</i></p> <p>Indicate with an “X” activities to be completed:</p> <p><input checked="" type="checkbox"/> Host, facilitate, and/or take minutes at one or more regional meetings or CLPPB-sponsored trainings.</p> <p><input checked="" type="checkbox"/> Other <i>(please specify)</i>:</p> <p>a. Convene and conduct CLPPP Key Staff Meetings to discuss issues related to the management of the program and related services.</p> <p>b. Participate in Child and Adolescent Health Division Team Meetings, Environmental Health Meetings, and Department of Public Health Program Directors' Meetings for intra-collaboration and to ensure that issues related to childhood lead poisoning are addressed.</p> <p>c. Convene and conduct Fiscal Grant Meetings, as needed, to discuss budget and invoice issues.</p> <p>d. Ensure that each staff completes quarterly time studies in accordance with CLPPB guidelines.</p> <p>e. Upon request, report to the Public Health Director, Public Health Commission, and the Board of Supervisors, childhood lead poisoning prevention activities.</p> <p>f. Participate in DPH Lead Based Paint Lead Hazard Mitigation Program committees and workgroup meetings to collaborate on the promotion and referral of available DPH abatement services, and evaluation of referral activities.</p>	<p><i>Contractor to indicate timeline for Tier 2 activities</i></p> <p>Ongoing</p> <p>Monthly</p> <p>Ongoing</p> <p>Ongoing</p> <p>Quarterly</p> <p>Upon Request</p> <p>Ongoing</p>	<p>CC, SIII/Adm, AAI/Adm, EHSM/EH/T3, SII/EH/T3</p> <p>As above</p> <p>As above and CEHS/EH/T3</p> <p>CC, EHSM/EH/T3, AAI/Adm, Acct.II/Fin</p> <p>As above</p> <p>CC, EHSM/EH/T3</p> <p>CC, SHE/HE, NM/CM, CEHS/EH/T3</p>	<p>Indicate with an “X” items to be completed:</p> <p><input checked="" type="checkbox"/> Agenda from CLPPB-sponsored meeting/training indicating role as facilitator, minutes-taker or host</p> <p><input checked="" type="checkbox"/> Other <i>(please specify)</i>:</p> <p>Agendas and meeting minutes/notes</p> <p>Completed time studies and summaries</p> <p>Presentations/Reports on file</p>

Objective 2-I: Inform families and child caregivers who are responsible for children at risk of lead exposure about how to prevent lead exposure and teach them that there is no known safe level of lead in the body.

Activities to Support the Objective: Task 2-1	Timeline	Staff	Evaluation/Deliverables
<p>1. Contractor will develop and implement Outreach and Education activities according to CLPPB standards, as indicated in the <i>Planning Guide for Lead Program Coordinators: Planning Outreach and Education to Prevent Childhood Lead Exposure</i> and updates. Activities should be appropriate for the contractor's jurisdiction. The breadth and extent of the activities should be proportional to the contractor's resources.</p> <p>The contractor is encouraged to collaborate with other health programs and with environmental or housing programs to maximize resources and populations reached.</p> <p>Each year of the contract, the contractor will raise awareness or alter opinions and attitudes by conducting two of the following activities: (<i>Details of the activities are to be specified by the contractor.</i>)</p> <p>Indicate with an "X" at least two activities to be completed.</p> <p><input checked="" type="checkbox"/> Media or social marketing campaigns</p> <p>a. Develop one message on Los Angeles County Department of Public Health's Twitter and Facebook page.</p>	<p>Ongoing</p> <p>Contractor to <i>Indicate timeline for Objective 2-1 activities below:</i></p> <p>Annually Oct-Dec</p>	<p>CC, EHSM/EH/T3, SHE/HE, Health Education Assistants (HEA/HE), Community Worker (CW/HE)</p> <p>CC, SHE/HE, Health Educator (HE/HE)</p>	<p>Contractor must maintain all items below.</p> <ol style="list-style-type: none"> 1. Description of activities 2. Number and description of people reached at each activity 3. Quantity, title, and language, of each outreach material distributed at each activity 4. Educational print materials (e.g., brochures or presentations for families, caregivers, and/or schools (Must be approved by CLPPB) <p><input type="checkbox"/> Other (<i>please specify</i>):</p> <p>Indicate with an "X" at least one evaluation item to be completed*:</p> <p><input checked="" type="checkbox"/> Pre/post-tests, needs assessments, and/or field tests</p> <p><input checked="" type="checkbox"/> Behavior change and/or knowledge gain outcomes</p> <p><input checked="" type="checkbox"/> Other (<i>please specify</i>):</p> <p>Bi-annual Progress Report using CLPPB Progress Report format and CLPPP Week Activity Reports.</p> <p>Copies on file of Facebook page and the number of likes. Document number of Public Health followers receiving tweets.</p>

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Activities to Support the Objective: Task 2-I	Timeline	Staff	Evaluation/Deliverables
b. Promote Lead Poisoning Prevention and CLPPP's 1-800 number in the Mexican Consulate's annual health directory for Binational Health Month.	Annually Aug-Oct	CC, SHE/HE, HE/HE	Copy of Mexican Consulate's advertisement on file.
c. Plan and develop a minimum of one media release emphasizing lead sources, the importance of testing children for lead, and prevention strategies. <ul style="list-style-type: none"> Develop a news release for approval by Public Health Office of Communications and Public Affairs (OCPA) Review for accuracy revised news release from OCPA Contact OCPA for release date and distribution information. Provide interviews and further information to media as requested. As appropriate, work with OCPA for a Facebook and Twitter message related to the news release. 	Annually	CC, SHE/HE, HE/HE	Copy on file of the media release and any interview documents or recordings.
d. Plan and develop one media campaign including, but not limited to at least one radio, billboards, taillight bus displays, bus shelters/metro stations, interior bus/railcar displays, or print ads as applicable to the County overall and/or high risk areas.	Annually Oct-Dec	CC, SHE/HE, HE/HE	Detailed media reports including ad placement metrics and tracking. Number of impressions.
e. Routinely update the CLPPP website to provide the most current lead poisoning prevention information and lead safe work practices for the public.	Ongoing	CC, SHE/HE, HE/HE, AAIII/Adm, CEHS/EH/T3	Updated website

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Activities to Support the Objective: Task 2-I	Timeline	Staff	Evaluation/Deliverables
<p>f. Work with Environmental Health to update their website. Provide the most current lead safety information for families.</p>	Ongoing	EHSM/EH/T3, CEHS/EH/T3, Environmental Health Specialist IV (EHSIV/EH/T3)	
<p><input checked="" type="checkbox"/> Health fairs</p> <p>a. Each year outreach to 2500 participants at 40 health fairs that are in high risk areas.</p> <ul style="list-style-type: none"> Collaborate with DPH Lead Based Paint Lead Hazard Mitigation Program by disseminating program flyer to health fair participants in targeted areas. <p>b. Conduct survey tool to identify if 20% of participants attending health fairs increased their knowledge of lead poisoning prevention and/or the importance of blood lead screening.</p>	Ongoing	SHE/HE, HE/HE, HEA/HE, CW/HE	Health Fair event information kept on file including estimated number of materials distributed.
<p><input checked="" type="checkbox"/> Neighborhood campaigns</p> <p>a. Identify hard-to-reach community groups such as Day Laborers or Asian community groups. Continue to develop educational program on lead poisoning prevention and lead safe work practices with</p>	Ongoing	SHE/HE, HE/HE, HEA/HE, CW/HE, Epidemiologist Supervisor (ES/Epi/T3)	Health Fair Survey kept on file including results of participants reported knowledge increase on lead poisoning prevention and/or the importance of blood lead screening.

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Activities to Support the Objective: Task 2-I	Timeline	Staff	Evaluation/Deliverables
<p><input checked="" type="checkbox"/> Other Program activities (approved by CLPPB). (e.g., Provide CLPPB-approved outreach materials to entities that provide services to pregnant women to raise awareness about lead and prepare a safe environment for infants.) <i>Please specify:</i></p> <p>a. Each contract year, assure that during the initial EI home visits where environmental lead hazards are found, inform and educate 100% of families so that they are able to:</p> <ul style="list-style-type: none"> • Minimize or avoid exposure to the environmental lead hazards found until they are abated. • Report unsafe work practices generated by owners trying to abate the hazards. • Conducts door-to-door outreach and educate other units in a multi-unit property. • Refer families to the DPH Lead Based Paint Hazard Mitigation Program, and HUD Lead Hazard Reduction Programs. 	Ongoing	EHSIV/EH/T3, Environmental Health Specialist III (EHSIII/EH/T3), HEA/HE CW/HE	

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<p>2. Tier 2- The contractor is to add one or more additional activities to support the objective, as resources allow. These additional activities require prior approval from CLPPB. The number, breadth, and extent of the activities are expected to be proportional to the funding and resources provided in the contract.</p> <p><i>Please specify:</i></p> <p>a. Each contract year, increase awareness of the hazards of lead poisoning through an extensive school outreach program that will be conducted at elementary schools in high risk areas and pregnant teen/teen parenting schools.</p> <ul style="list-style-type: none"> • Obtain a letter of endorsement from the superintendent's offices for LAUSD, LA County Board of Education, and the Los Angeles Archdioceses for Catholic Schools. • Contact the superintendent's office in one to two school districts outside of LAUSE in high risk areas for letters of support. • Do a mailing to all schools, including information on ordering materials, presentations, and the art contest. • At least 20 schools will request curriculum, educational materials, or presentations. Distribution of requested materials or follow-up to request for presentation will be completed within three weeks of receipt of order. • For those schools not responding to the initial mailing, send out follow-up letter to schools. 	<p><i>Contractor to indicate timeline for Tier 2 activities:</i></p> <p>Ongoing</p>	<p>SHE/HE, HE/HE, HEA/HE, CW/HE, SIII/Adm, ES/Epi/T3</p>	<p>Contractor must maintain all items below.</p> <ol style="list-style-type: none"> 1. Description of activities 2. Number and description of people reached by activities 3. Quantity, title, and language of each outreach material distributed at each activity 4. Educational print materials (e.g., brochures or presentations for families, caregivers, and/or schools (Must be approved by CLPPB)) <p><input type="checkbox"/> Other (<i>please specify</i>):</p> <p>Indicate with an "X" at least one evaluation item to be completed*:</p> <p><input type="checkbox"/> Pre/post-tests, needs assessments, and/or field tests</p> <p><input type="checkbox"/> Behavior change and/or knowledge gain outcomes</p> <p><input checked="" type="checkbox"/> Other (<i>please specify</i>):</p> <p>Template of cover letters sent to schools Art contest rules Art contest response forms Number of entries received Children's artwork</p>
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Exhibit A, Attachment 1
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Activities to Support the Objective: Task 2-I	Timeline	Staff	Evaluation/Deliverables
<ul style="list-style-type: none">• A reminder mailing on the date for submission of art will be sent to schools indicating they are participating in the Art Contest.• Students in Kindergarten through 6th grade and targeted pregnant teen programs will submit at least 150 entries to the Art Contest.• Develop customized Art Contest certificates and mail back for all students that submitted artwork.• Recruit Judging Panel including CLPPP staff, MCAH, SCHHC members, community agencies and public health staff.• Winning students from each grade will receive recognition during a school event.• Contact the Board of Supervisor's Public Health liaison to determine whether a Board of Supervisor's recognition is possible. Conduct if available.			

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Activities to Support the Objective 2-II	Timeline	Staff	Evaluation/Deliverable
<p>The contractor must indicate with an “X” at least <i>TWO</i> activities to be completed:</p> <p><input checked="" type="checkbox"/> Grand Rounds presentations to health care providers</p> <p><input type="checkbox"/> Brown-bag presentations</p> <p><input checked="" type="checkbox"/> Nursing or medical school lectures</p> <p>a. Each year of the contract, coordinate and conduct at least two Medical and/or Nursing Grand Rounds for at least 25 participants per session, for health care professionals in the related fields: public health, district schools, Head/Early Start programs, clinics, primary care providers and advanced practice nurses.</p> <ul style="list-style-type: none"> • Coordinate between CLPPB, when applicable, the date, time and location of each Medical Grand Round session. • Apply, when applicable, for California Medical Education Credits (CME) for physicians through the County of Los Angeles Department of Public Health CME Committee and/or credited co-sponsored hospitals/clinics. • Develop, and/or update PowerPoint presentation, and lead education materials for participants. • Prepare packets for distribution at each session. • Prepare evaluation summary report • Complete all CME and/or CE documents required, issue participant certificates • Review evaluations of presentation. <p><input checked="" type="checkbox"/> Mailing or distributing newsletters, brochures, or informational program materials for healthcare providers and distribution to their patient population.</p> <p><input checked="" type="checkbox"/> Outreach to clinics</p>			<p><i>Contractor must maintain all items below:</i></p> <ol style="list-style-type: none"> 1. Description of outreach to providers and/or WIC/CHDP staff 2. Record of number of clinics/staff/providers reached 3. Record of number, title and language of each material distributed to clinics/staff/providers 4. Educational print materials for providers (e.g., brochures or presentations) (Must be approved by CLPPB) <p><i>Indicate with an “X” at least one evaluation item to be completed*:</i></p> <p><input checked="" type="checkbox"/> Presentation evaluation</p> <p><input checked="" type="checkbox"/> Pre/post-tests examining knowledge gains and/or behavior change</p> <p><input checked="" type="checkbox"/> Other (<i>please specify</i>):</p> <p>CME/CE documents Medical record/Primary Provider Education Note Results of PHN audit tool Medical record/Developmental Surveillance and Screening Monitoring</p> <p>* Refer to the CLPPP Coordinator Handbook (2018) for information and templates to assist with evaluation.</p>

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<p>a. Assure that, 100% of the primary care providers with patients that meet state case definition receive a PHN office visit and Provider Reference Manual within 30 days of date defined (date notified).</p> <ul style="list-style-type: none"> • Review and revise when applicable the Provider Reference Manual and “Primary Provider Education Note”. • Update the lead health education materials order form as needed • Include the updated lead articles, news releases, recalls, program letters, policies and recommendations in the provider reference manual. <p><input checked="" type="checkbox"/> Outreach to centers and staff of the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) and the Child Health and Disability Prevention Program (CHDP)</p> <p>a. Assure that 100% of the old and newly activated CHDP providers with Medi-Cal eligible patients that meet state case definition provide age appropriate developmental surveillance, screening and anticipatory guidance in compliance with: CHDP Provider Information Notice No. 09-14.</p> <ul style="list-style-type: none"> • Update and utilize, during the PHN provider office visit a questionnaire that effectively monitors and evaluates LAC-CHDP providers’ compliance with local CHDP and AAP Health Assessment Guidelines (HAG) <p><input type="checkbox"/> Other Program activities (approved by CLPPB) to be completed by the contractor.</p> <p><i>Please specify:</i></p>			
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Activities to Support the Objective 2-II	Timeline	Staff	Evaluation/Deliverables
<p>3. Tier 2- The contractor is to add one or more additional activities (approved by CLPPB) to support the objective, as resources allow. The number, breadth, and extent of the activities are expected to be proportional to the funding and resources provided in the contract.</p> <p><i>Please specify activities:</i></p> <ul style="list-style-type: none"> a. Provide consultation and education to physicians who contact CLPPP regarding children with lower BLLs that do not meet case criteria (e.g. 9.4 mcg/dL and below). Provide resources, and refer to EH as appropriate. b. Provide follow up phone calls and education to labs and families. Provide education over the phone. 	<p><i>Contractor to Indicate timeline for Tier 2 activities:</i></p> <p>Ongoing</p>	<p>NM/CM, PHNS/CM, PHN/CM, CEHS/EH/T3, EHSIV/EH/T3, CW/CM, CW/HE, HEA/HE</p>	<p>Contractor must maintain all items below:</p> <ol style="list-style-type: none"> 1. Description of outreach to providers and/or WIC/CDPH staff 2. Record of number of clinics/staff/providers reached 3. Record of number, title, and language of each material distributed to clinics/staff/providers 4. Educational print materials for providers (e.g., brochures or presentations) (Must be approved by CLPPB) <p><input type="checkbox"/> Other (please specify):</p> <p>Indicate with an "X" at least one evaluation item to be completed*:</p> <p><input type="checkbox"/> Presentation evaluation</p> <p><input type="checkbox"/> Pre/post-tests examining knowledge gains and/or behavior change</p> <p><input checked="" type="checkbox"/> Other (please specify):</p> <p>Copy of forms or call logs documenting call and intervention.</p> <p>* Refer to the CLPPP Coordinator Handbook (2018) for information and templates to assist with evaluation.</p>

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Objective 2-III: Increase awareness of lead hazards among local governmental agencies and businesses that can assist in decreasing lead exposures to children. Examples include code enforcement, building departments, other environmental agencies, and health officer and business associations. Examples of businesses include home improvement stores, hardware stores, paint stores, garden supply and landscaping.

Activities to Support the Objective Task 2-III	Timeline	Staff	Evaluation/Deliverables
<p>1. Contractor shall maintain collaborative working relationships with local enforcement agencies and businesses. This should be achieved by collaborative activities that reach these groups. Programs are encouraged to collaborate with other local governmental or business programs to maximize resources and number of groups reached:</p> <p>The contractor must indicate with an “X” at least two activities below to be completed. The number, breadth and extent of the activities chosen are expected to be proportional to the funding and resources provided in the contract.</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Promote displays and educational activities concerning lead hazard awareness at meetings that are focused on potential lead hazard-related activities, such as local code enforcement groups or environmental groups. <input checked="" type="checkbox"/> Stock lead hazard awareness materials at local building permit offices and/or at other government agencies or businesses. <input checked="" type="checkbox"/> Inform local agencies about applicable regulations and statutes, including legislative and regulatory requirements in: Health and Safety Code 105251 to 105256; State Housing Law, Health and Safety Code, Sections 17961 and 17920.10; Civil Code, Section 1941.1, and California Code of Regulations, Sections 35001 to 36100. 	Ongoing	CEHS/EH/T3, EHSIV/EH/T3, EHSIII/EH/T3	<p><i>Contractor must maintain all items below</i></p> <ol style="list-style-type: none"> 1. Description of lead hazard awareness promotion undertaken at local enforcement agencies and businesses 2. Number of people reached through outreach to local enforcement agencies and businesses 3. Number, title, and language of each material distributed to local enforcement agencies and businesses <p><i>Indicate with an “X” additional item(s) below to be completed:</i></p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Educational materials regarding codes and requirements (Must be approved by CLPPB) <input checked="" type="checkbox"/> Number of phone calls, referrals, and interagency meetings <input checked="" type="checkbox"/> Meeting agendas, minutes, sign-in sheets <input type="checkbox"/> Other (please specify) <p><i>Indicate at least one evaluation item to be completed*</i> <i>Please specify:</i></p> <p>* Refer to the CLPPP Coordinator Handbook (2018) for information and templates to assist with evaluation.</p>

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Activities to Support the Objective Task 2-III	Timeline	Staff	Evaluation/Deliverables
<p><input checked="" type="checkbox"/> Promote displays and educational activities concerning lead hazard awareness in businesses that are focused on potential lead hazard-related activities, such as hardware, home improvement, and garden supply stores.</p> <p><input type="checkbox"/> Promote displays in businesses that deal in products that have been found to contain lead, such as children's furniture stores.</p> <p><input checked="" type="checkbox"/> Other Program activities (approved by CLPPB) to be completed by the contractor. <i>Please specify:</i> Contact and offer training or displays and educational activities to contractor association.</p>			

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Activities to Support the Objective Task 2-III	Timeline	Staff	Evaluation/Deliverables
<p>2. Tier 2- The contractor is to add one or more additional activities or other types of activities (approved by CLPPB) to support the objective, as resources allow. The number, breadth, and extent of the activities are expected to be proportional to the funding and resources provided in the contract.</p> <p><i>Please specify activities:</i></p> <ul style="list-style-type: none"> a. Once a year, offer a continuing education course for local Registered Environmental Health Specialists and get it approved to provide 2-4 Contact Hours (CEUs) credit. b. Develop a voluntary program for posting a Lead Hazard Warning sign at local building permit offices, hardware/paint stores, and environmental health offices, etc. 	Ongoing	CEHS/EH/T3, EHSIV/EH/T3, EHSIII/EH/T3	<p>Contractor must maintain all items below:</p> <ol style="list-style-type: none"> 1. Description of lead awareness activities undertaken in relevant businesses and/or governmental agencies 2. Number of people reached through outreach activities 3. Number, title, and language of each material distributed <p><input type="checkbox"/> Other (please specify): Indicate at least one evaluation item to be completed.* <i>Please specify:</i></p> <p># of Warning Sign Posters distributed and verified on display in visible location</p> <p>* Refer to the CLPPP Coordinator Handbook (2018) for information and templates to assist with evaluation.</p>

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Objective 2-IV: Inform CLPPB of any newly suspected or newly identified sources of childhood lead exposure (other than paint, dust, or soil), such as specific home remedies and brands of imported foods, etc., so that CLPPB can follow up with State and federal agencies. This refers especially to substances not previously known to contain lead, rather than recognized sources newly identified as associated with a particular child. (Once CLPPB confirms that the source is lead-contaminated, CLPPB will advise all the contractors and provide information to help them address the problem locally, as appropriate. CLPPB will also work with state and federal authorities to eliminate the source.)

Activities to Support the Objective: Task 2-IV	Timeline	Staff	Evaluation/Deliverables
1. The contractor shall be alert to potential new sources of childhood lead exposure and report any such sources to CLPPB within seven (7) days.	Ongoing/ Episodic	CEHS/EH/T3, EHSIV/EH/T3, EHSIII/EH/T3	<i>Contractor must maintain all items below.</i> 1. Reports of sources to CLPPB <input type="checkbox"/> Other (please specify):
2. Tier 2- The contractor is encouraged to consider approaches to identification of other sources of lead exposure and add further activities (approved by CLPPB) to support the objective, as resources allow. (Details are to be provided by the contractor.) <i>Please specify activities:</i> Collaborate with LHRCEP staff to conduct periodic surveys of ethnic markets, natural medicine stores (botanics), and swap meets to identify remedies or other sources of lead exposure	<i>Contractor to Indicate timeline for Tier 2 activities:</i> Ongoing	CEHS/EH/T3, EHSIV/EH/T3, EHSIII/EH/T3	<i>Indicate with an "X" the items to be completed:</i> <input checked="" type="checkbox"/> Description of approaches to identification of other sources of lead exposure <input checked="" type="checkbox"/> Other (please specify): # of stores surveyed # of items tested Summary of testing results

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Objective 2-V: Identify and maintain contact with liaisons in other health programs and community groups in the CLPPP's jurisdiction to facilitate information-sharing and potential development of joint outreach and education programs. Other health programs include, in particular, CHDP, MCAH, WIC, Head Start, and appropriate managed care plans serving low-income children, including Medi-Cal Managed Care.

Activities to Support the Objective: Task 2-V	Timeline	Staff	Evaluation/Deliverables
<p>1. The contractor will develop and maintain the following:</p> <p>a. Contact files, including the names of liaisons, for all government-assisted health programs in the contractor's jurisdiction including CHDP, MCAH, WIC, Head Start, and Medi-Cal (including Medi-Cal Managed Care Plans). For example, if the county provides Medi-Cal through a Managed Care organization, the contractor will identify the Plan's liaison for lead.</p>	Ongoing	SHE/HE, HE/HE, HEA/HE	<p><i>For all Objective 2-V deliverables, the following items will be completed:</i></p> <p>1. Contact file, including names of liaisons for government-assisted health programs in the contractor's jurisdiction</p> <p>Deliverables must include activities to be conducted if a contact has already been established.</p>
<p>b. The contractor will collaborate with the liaisons in developing strategies for preventing lead exposure, increasing screening, identifying lead-exposed children, and disseminating information on available government-assisted health care programs.</p>	Ongoing	SHE/HE, HE/HE, HEA/HE, NM/CM, PHNS/CM	<p>1. Description of collaborative strategies</p> <p>2. Evaluation of collaborative strategies</p> <p><input type="checkbox"/> Other (please specify):</p>
<p>c. The contractor must indicate at least one activity that will be accomplished. Outreach activities conducted with other health programs to achieve this objective may coincide with those specified in Objectives 2-I and 2-II.</p>	Ongoing	SHE/HE, HE/HE, HEA/HE, CW/HE	

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Activities to Support the Objective: Task 2-V	Timeline	Staff	Evaluation/Deliverables
d. The contractor will offer to participate in other government-assisted health care program meetings on development of their forms and tools, to ensure the inclusion of required lead poisoning anticipatory guidance and screening.	Ongoing	NM/CM, PHNS/CM, PHN/CM	<i>For all Objective 2-V deliverables, the following items must be completed or maintained:</i> 1. Participation in government-assisted health care program meetings 2. Agendas, meeting minutes, meeting outcomes <input type="checkbox"/> Other (please specify):
e. Contractor will inform other programs about services provided, such as compiling a brief annual summary of the care management and outreach activities provided to plan members for the local Medi-Cal Managed Care Plan.	Ongoing		1. Description of outreach to other programs 2. Evaluation of outreach to other programs <input type="checkbox"/> Other (please specify):
<input checked="" type="checkbox"/> Other Program activities (approved by CLPPB) to be completed by the contractor. <i>Please specify:</i>			<input type="checkbox"/> Other (please specify):
a. Collaborate with local DPH Program to develop and/or update fact sheets, informational brochures and key guidelines for the identification and management of pregnant women with elevated blood lead levels as a resource tool for prenatal care and pediatric providers in Los Angeles County.	Ongoing	CC, NM/CM, ES/Epi/T3, SHE/HE, CEHS/EH	As Above
b. Collaborate with DPH programs to coordinate countywide lead remediation activities. <ul style="list-style-type: none"> Participate in steering committee meetings Planning countywide outreach events Coordinate material development 	Ongoing	CC, NM/CM, ES/Epi/T3, SHE/HE, CEHS/EH	

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<p>2. Tier 2- The contractor is to add one or more activities of the type indicated above, or with community groups as in the example below, to support the objective. The number, breadth, and extent of activities are expected to be proportional to the funding and resources provided in the contract. An example of further potential activities is given below:</p>	<p><i>Contractor to indicate timeline for Tier 2 activities:</i></p>		<p>Indicate with an “X” the items to be completed:</p> <p><input checked="" type="checkbox"/> Description of collaborative strategies</p> <p><input checked="" type="checkbox"/> Description of outreach to other programs</p> <p><input checked="" type="checkbox"/> Other <i>(please specify)</i>:</p>
<p>Indicate with an “X” the items to be completed:</p> <p><input checked="" type="checkbox"/> Conduct liaison activities with additional groups, such as Early Start, Black Infant Health, and/or other groups in the jurisdiction that conduct health-related outreach and education, and/or improve access to health care.</p>			<p>Progress Report.</p> <p>Copy of PowerPoint presentation on file.</p> <p>Information on class location on file.</p> <p>Sign-in sheets on file.</p>
<p>a. Each year, provide 4 presentations to professionals or parents in liaison groups such as Early Start, Head Start, Black Infant Health and other groups.</p>	<p>Ongoing</p>	<p>SHE/HE, HE/HE, HEA/HE, CW/HE</p>	<p>If time allows in presentations, pre-post testing will be conducted. Test results will be kept on file, and knowledge gain of at least 10-points will be demonstrated.</p>
<p><input checked="" type="checkbox"/> Other activities (approved by CLPPB) to be completed by the contractor. <i>Please specify:</i></p>			<p>Indicate with an “X” at least one evaluation item to be completed.*</p> <p><input type="checkbox"/> Evaluation of collaborative strategies</p> <p><input checked="" type="checkbox"/> Evaluation of outreach to other programs</p> <p><input checked="" type="checkbox"/> Other <i>(please specify)</i>:</p>
<p>a. Collaborate with the liaisons through the Southern California Health and Housing Council (SCHHC) in developing strategies for preventing lead exposure, increasing screening, identifying lead-exposed children, and disseminating information on available government-assisted health care programs.</p>	<p>Ongoing</p>	<p>SHE/HE, HE/HE, HEA/HE, SIII/Admin</p>	<p>Agenda, minutes, attendance logs for SCHHC kept on file.</p> <p>Documentation of letters mailed to Head Start; correspondences with Head Start.</p> <p>Documentation on file on contact information and results of outreach.</p>

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<p>b. Each year, contact all of LACOE Head Starts and offer health education materials.</p> <ul style="list-style-type: none"> • Track response to Head Start mailing • Fill orders for educational materials within three weeks • Contact Head Starts requesting presentations within three weeks 	Ongoing	SHE/HE, HE/HE, HEA/HE, CE/HE	
<p>c. Contact LAUSD and identify best ways to communicate with individual Head Start programs.</p>	FY2020-2021	SHE/HE, HE/HE	
<p>d. Each year, contact 4 public health, DHS, or community clinics offering health education resources. If appropriate, offer health education presentations for staff, or for clinical training, refer to Case Management Unit.</p> <ul style="list-style-type: none"> • Develop protocols for contacting clinics, materials to offer, and documenting results. 	Ongoing	SHE/HE, HE/HE, HEA/HE, NM/CM	If time allows in presentations, pre-post testing will be conducted. Test results will be kept on file, and knowledge gain of at least 10-points will be demonstrated.
<p>e. Collaborate with local DPH-Nursing Administration to provide a joint outreach lead education program to new DPH hires, interns' private/public colleges and universities.</p> <ul style="list-style-type: none"> • Develop and present ½ hour lead poisoning prevention presentation and information packets to newly hired Public Health Nurses • Review, develop and revise as needed the PH Nursing Practice Manual to include a Reference Guide and Standards of Care for the practice of lead poisoning case management within Los Angeles County. 	Ongoing	NM/CM, PHNS/CM, PHN/CM	

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Activities to Support the Objective: Task 2-V	Timeline	Staff	Evaluation/Deliverables
<ul style="list-style-type: none"> • Complete evaluation summary and submit report to DPH Nursing Administration • Conduct at least three ½ hour presentations and distribute information packets to at least three different colleges/universities to inform nursing students of their responsibility as a PHN lead case manager. Examples include: core lead case management interventions, screening guidelines, retesting requirements and available lead case management services • Provide at least twelve 4-hour public health training sessions with college/university nursing students to improve the quality of health assessments, health education and clinical management that is provided by future public health professionals. 			

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Goal 3: Improve the detection of lead-burdened children by assuring that all at-risk children receive blood lead screening tests at appropriate ages.

Objective 3-I: Develop and implement strategies to increase the proportion of at-risk children who are blood lead tested, using 2012 or later data as available, as a baseline for the number of children tested in the jurisdiction as reported to CLPPB, or other appropriate data source chosen in consultation with CLPPB.

Activities to Support the Objective: Task 3-I	Timeline	Staff	Evaluation/Deliverables
<p>1. The Contractor must conduct the following activities:</p> <ul style="list-style-type: none"> a. Provide outreach and education to families of high-risk children targeted by California's most current blood lead screening regulations and to child caregivers for such families, regarding screening for lead poisoning. (For guidance, you may refer to CLPPB's <i>A Planning Guide for Lead Program Coordinators: Planning Outreach and Education to Prevent Childhood Lead Exposures</i> and updates.) b. Inform health care providers of their legal responsibilities with respect to anticipatory guidance, screening and testing for lead poisoning, and of available case management services, Communicate the importance of supplying complete patient information to laboratories when sending samples out for blood lead analysis or when referring children for blood lead analysis. c. In its application, the contractor may propose additional activities reaching other children and families if resources permit or if a high risk is demonstrated. (<i>Details are to be specified by the contractor.</i>) Outreach activities conducted to achieve this objective may coincide with those specified in Objectives 2-I and 2-II. Indicate activity here: 	Ongoing	<p>CW/CM, SHE/HE, HE/HE, 3HEA/HE, CW/HE</p> <p>NM/CM, PHNS/CM, CEHS/EH/T3, PHN/CM, STC/CM, ES/Epi</p> <p>NM/CM, PHNS/CM, PHN/CM, STC/CM, EHSIV/EH/T3, EHSIII/EH/T3</p>	<p><i>For all Goal 3 deliverables, contractor must maintain the following items:</i></p> <ol style="list-style-type: none"> 1. Description of outreach to families 2. Number of families reached 3. Description of activity for health care providers 4. Number and description of health care providers reached 5. Educational print materials (e.g., brochures or presentations) (Must be approved by CLPPB) 6. Quantity, title, and language, of each outreach material distributed at each activity <p><input type="checkbox"/> Other (<i>please specify</i>):</p> <p><i>Indicate with an "X" at least one evaluation item to be completed*</i></p> <p><input type="checkbox"/> Evaluation of outreach to families (e.g., pre/post-tests)</p> <p><input checked="" type="checkbox"/> Evaluation of activity for health care providers (e.g., pre/post-tests, training evaluation)</p> <p><input type="checkbox"/> Other (<i>please specify</i>):</p> <p>* Refer to the CLPPP Coordinator Handbook (2018) for information and templates to assist with evaluation.</p>

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<p>f. Collaborate with the local CHDP and Medi-Cal Managed Care partners to review and make appropriate revisions when applicable to the modalities of medical treatment and case management for lead burdened children in LA County (known as the MATRIX). The MATRIX includes sampling methods, case definition, closure criteria, screening, reporting guidelines and medical case management.</p> <p>g. As needed, participate in the development and review of Medi-Cal health-related regulations, DPH Nursing policies, procedures and standards of practice, drafted legislation, and other health care service standards as it relates to childhood lead poisoning.</p>			
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Activities to Support The Objectives: Task 3-I	Timeline	Staff	Evaluation/Deliverables
<p>2. Tier 2- The contractor must add other, additional activities to support the objective, as resources allow. The number, breadth, and extent of activities are expected to be proportional to the funding and resources provided in the contract. Examples are given below. Activities are to be approved by CLPPB. <i>(Details are to be specified by the contractor.)</i></p> <p>Indicate with an “X” activities to be completed:</p> <p><input type="checkbox"/> Engage local community-based and ethnic organizations to assist in outreach to providers and at-risk communities.</p> <p><input checked="" type="checkbox"/> Identify high-risk communities or neighborhoods in which to focus the strategies.</p> <p><input type="checkbox"/> Improve access and remove barriers to screening by building finger stick testing capacity, setting up (with prior CLPPB approval) screening sites that are alternatives to existing clinical sites, etc.</p> <p><input type="checkbox"/> Other Program activities (approved by CLPPB) to be completed by the contractor. <i>Please specify:</i></p>	<p>Ongoing</p>	<p>CC, EHSM/EH/T3, ES/Epi, SHE/HE, NM/CM</p>	<p>Contractor must complete:</p> <ol style="list-style-type: none"> 1. Description of outreach 2. Evaluation of outreach (e.g., pre/post-tests) <p>Indicate with an “X” items to be completed:</p> <p><input type="checkbox"/> Plan for improving finger stick testing capacity</p> <p><input checked="" type="checkbox"/> Other <i>(please specify):</i></p> <p>Copy of information for high risk cities on file</p>

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Goal 4: Management of lead-burdened children shall meet standards of care.

Objective 4-I: Ensure timely and appropriate case management of lead-burdened children in accordance with CLPPB standards.

Activities to Support the Objective: Task 4-I	Timeline	Staff	Evaluation/Deliverables
<p><i>The contractor shall perform all of the following:</i></p> <ol style="list-style-type: none"> 1. Within 60 calendar days of receiving notification of a person in its jurisdiction who is between birth and 21 years of age and who has an initial BLL \geq 4.5 micrograms of lead per deciliter of blood (mcg/dL), the contractor shall initiate graded case management to reduce lead exposure, as follows: <ol style="list-style-type: none"> a. At a minimum, graded case management shall include outreach and education, monitoring of BLLs, and reminders to the primary care provider to retest. b. If the person is eligible for full case management, service shall be provided as specified below. c. As resources allow, additional services may be provided, including other graded responses, up to and including public health nursing and environmental investigations. 	Ongoing	NM/CM, PHNS/CM, PHN/CM, CW/CM, STC/CM	<p><i>The contractor shall provide all of the following:</i></p> <ol style="list-style-type: none"> 1. Submission of Biannual Progress Reports. 2. Records tracking the provision of graded case management and making the records available for inspection by the CLPPB upon request.
<ol style="list-style-type: none"> 2. When the contractor is notified of a person in its jurisdiction who meets eligibility criteria for full case management as described below, the contractor shall arrange for a Public Health Nurse (PHN) certified by the State of California and an Environmental Professional (EP) to provide nursing and environmental case management in compliance with: <ol style="list-style-type: none"> a. California Health and Safety Code, Section 105275 <i>et seq.</i> (appropriate case management); 	Ongoing	NM/CM, PHNS/CM, PHN/CM, CW/CM, STC/CM, CEHS/EH/T3, EHSIV/EH/T3, Environmental Health Staff Specialist (EHSS/EH/T3)	<ol style="list-style-type: none"> 1. Submission of Biannual Progress Reports. 2. Records documenting the provision of full case management and making the records available for inspection by the CLPPB upon request.

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Activities to Support the Objective: Task 4-I	Timeline	Staff	Evaluation/Deliverables
<ul style="list-style-type: none"> b. Title 17 of the California Code of Regulations, Section 35001, <i>et seq.</i> ("Accreditation, Certification, and Work Practices for Lead-Based Paint and Lead Hazards"); c. CLPPB Program Letters, and manuals incorporated by reference in Program Letters, including the CLPPB <i>Public Health Nursing Manual (PHN Manual)</i>, September 2002, and subsequent updates; <i>Guidance Manual for Environmental Professionals (EP Manual)</i>, June 26, 2012, and subsequent updates; and <i>Surveillance and Data Management Manual</i> and subsequent updates. 		EHSIII/EH/T3, Senior Typist Clerk (STC/EH/T3)	
<p>3. When the contractor is notified of a person in its jurisdiction who is between birth and 21 years of age and meets the following eligibility criteria, the contractor shall provide full case management for that person:</p> <ul style="list-style-type: none"> a. A single venous BLL \geq 14.5 mcg/dL; or b. Two BLLs \geq 9.5 mcg/dL, drawn at least 30 calendar days apart and at least the second of which is venous; or c. As specified in any subsequent Program Letter updating eligibility criteria. 	Ongoing	NM/CM, PHNS/CM, PHN/CM, CW/CM, STC/CM, CEHS/EH/T3, EHSIV/EH/T3, EHSS/EH/T3, EHSIII/EH/T3, STC/EH/T3	<ul style="list-style-type: none"> 1. Submission of Biannual Progress Reports. 2. Records documenting the provision of full case management and making the records available for inspection by the CLPPB upon request.

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<p>4. When notified of a person eligible for full case management, the contractor shall ensure the provision of:</p> <ul style="list-style-type: none"> a. At least one home visit by a certified PHN and at least one environmental investigation by an EP; b. Repeat nurse home visits and environmental investigations at the primary address, and at secondary addresses if indicated, when venous BLLs do not decline as expected or a source of exposure has not been identified; c. Ongoing contact by a PHN with health care providers and the family, including reminders for follow-up venous BLL tests; d. A nutritional assessment specific to lead by a PHN or dietitian; e. A developmental assessment by a PHN or other qualified person; f. Referrals for appropriate services. g. The contractor shall refer children with confirmed BLLs ≥ 20 mcg/dL to California Children's Services for the determination of eligibility and medical case management, as appropriate. h. The contractor shall retain case management records according to CLPPP policies set forth in this contract and in program letters, including those incorporating the <i>CLPPB Surveillance and Data Management Manual</i> by reference. 	<p>Ongoing</p>	<p>NM/CM, PHNS/CM, PHN/CM, CW/CM, STC/CM</p>	<ul style="list-style-type: none"> 1. Submission of Biannual Progress Reports. 2. Records documenting the provision of full case management, as specified below, and making the records available for inspection by the CLPPB upon request. 3. A written or electronic nursing case file for each person meeting eligibility criteria for full case management, which shall include the following: <ul style="list-style-type: none"> a. Completed initial, interim (as needed), and closing CLPPB Lead Poisoning Follow-up Forms and appendices. b. Nursing progress notes reflecting at least one home visit by a PHN, at least one environmental investigation by an EP, and ongoing contact with the primary care provider (PCP) and family. c. A document signed by the parent or guardian, consenting to: case management services related to the child's lead exposure; environmental investigations at places where the child spends time; sharing information about the child's lead exposure with health care providers and agencies that provide services related to the child's lead exposure; and receiving information related to the child's lead exposure from persons or agencies having records containing this information. d. Documentation of a nutritional assessment of the child. e. Documentation of a developmental assessment of the child.
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Activities to Support the Objective: Task 4-I	Timeline	Staff	Evaluation/Deliverables
			<ul style="list-style-type: none"> f. Documentation of referrals for appropriate services. g. Copies of documentation maintained by the EP.
<p>5. The contractor shall submit LPFFs, including interim LPFFs when there are significant changes in the status of a case, copies of consents, and environmental clearance forms to CLPPB at times specified by CLPPB.</p>	Ongoing	NM/CM, PHNS/CM, PHN/CM, CW/CM, STC/CM, CEHS/EH/T3, EHSIV/EH/T3, EHSS/EH/T3, EHSIII/EH/T3, STC/EH/T3, ES/Epi, STC/Epi,	<p>1. Submitted copies of LPFFs, consents, and environmental clearance forms.</p>
<p>6. The contractor shall notify the CLPPB if:</p> <ul style="list-style-type: none"> a. A person identified as meeting State Case criteria, or potentially meeting the criteria pending another venous BLL, has been so designated in error. b. A person has been designated as residing within the CLPPP's jurisdiction but actually lives elsewhere, or has moved out of the jurisdiction before case management has been initiated. c. The contractor shall coordinate with the health department or contractor in a jurisdiction to which a child receiving case management services moves. 	Ongoing	NM/CM, PHNS/CM, PHN/CM, STC/CM, ES/Epi	<p>1. Records documenting notification of CLPPB.</p>

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Activities to Support the Objective: Task 4-I	Timeline	Staff	Evaluation/Deliverables
7. The contractor shall advise the parents or guardians of the child of the availability of services for which the child is eligible, but does not receive, through a government-assisted health care or nutrition program (e.g. Medi-Cal, CHDP, or local plan, WIC, or an early childhood development program such as Head Start or Early Head Start).	Ongoing	NM/CM, PHNS/CM, PHN/CM, STC/CM	1. Records documenting notification of the parents or guardian of the availability of services for which the child is eligible.
8. The contractor shall contact the California Occupational Lead Poisoning Prevention Program, per Program Letters, if occupational take-home lead exposure is suspected as the source of lead exposure.	Ongoing	NM/CM, PHNS/CM, PHN/CM, STC/CM	1. Records documenting notification of the California Occupational Lead Poisoning Prevention Program.
9. If the contractor is or applies to be a participant in the X-Ray Fluorescent (XRF) Instrument Loan Program, the contractor shall participate fully in that program, as specified in CLPPB Program Letters and the <i>Guidance Manual for Environmental Professionals June 26, 2012</i> and updates, including monthly submittal of XRF printouts for quality assurance.	Ongoing		1. Monthly submission by each EP of XRF Print-out Form, EI/Clearance, or office practice if no fieldwork was done. 2. Records of conducting routine maintenance, resourcing, and biannual leak testing of each XRF instrument.
10. As resources allow, the contractor may provide additional activities, approved by CLPPB, to support this objective. <i>Specify other activities:</i>	Ongoing		<i>Specify deliverables for other activities to support this objective</i>

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Objective 4-II: Assure that sources of lead exposure are eliminated.

Activities to Support the Objective: Task 4-II	Timeline	Staff	Evaluation/Deliverables
<p><i>The contractor shall perform all of the following:</i></p> <ol style="list-style-type: none"> 1. Monitor BLLs to ensure all sources of lead exposure have been identified and removed. 2. Inform the family of environmental, nonenvironmental (nonhousing), and other possible sources of lead. 	Ongoing	NM/CM, PHNS/CM, PHN/CM, CEHS/EH/T3, EHSIV/EH/T3, EHSIII/EH/T3, CW/CM	<p><i>The contractor shall provide all of the following:</i></p> <ol style="list-style-type: none"> 1. Completed pages of the Lead Poisoning Follow-up Form and appendices (including initial, interim, as appropriate, and closing LPFFs). 2. Completed Form 8552 for each Lead Hazard Evaluation that is performed (including clearance, Environmental Investigation, and risk assessment).

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Goal 5: Lead hazards that are identified shall be eliminated.

Objective 5-I: Use progressive notification and action to achieve elimination of lead hazards identified during environmental investigations for lead-exposed children.

Activities to Support the Objective: Task 5-I	Timeline	Staff	Evaluation/Deliverables
<p>1. The contractor must conduct all of the following activities:</p> <ul style="list-style-type: none"> a. The EP, when lead hazards are identified during an environmental investigation for a lead-exposed child whose BLL meets “case” definition, shall use progressive notification and other follow-up actions (including property visits, administrative hearings, and referrals to coordinate with other enforcement agencies) as needed to ensure sources of exposure are reduced or eliminated and that the address has achieved clearance. Lead hazards to be eliminated and procedures to be followed are described in: <ul style="list-style-type: none"> i. Title 17, Section 35001 <i>et seq.</i> (Accreditation, Certification, and Work Practices for Lead-Based Paint and Lead Hazards); ii. Childhood Lead Poisoning Prevention Branch, <i>Guidance Manual for Environmental Professionals</i>, June 26, 2012, and updates. 	Ongoing	CEHS/EH/T3, EHSIV/EH/T3, EHSS/EH/T3, EHSIII/EH/T3, STC/EH	<p><i>For all activities under this objective the contractor will submit:</i></p> <ul style="list-style-type: none"> 1. Copy of relevant page of CLPPB LPFF for addresses achieving clearance, attached to appropriate Progress Report. 2. Biannual Progress Reports <p><i>Indicate with an “X” additional item(s) below to be completed</i></p> <p><input type="checkbox"/> Other (please specify):</p>

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Activities to Support the Objective: Task 5-I	Timeline	Staff	Evaluation/Deliverables
<p>2. Tier 2- The contractor is to add one or more activities to support this objective and to enhance collaboration with other groups and agencies in achieving this objective, as resources allow. The number, breadth, and extent of activities are expected to be proportional to the funding and resources provided in the contract. Outreach and education activities carried out in support of this objective may coincide with Tier 2 activities specified in Objective 2-III.</p> <p>Indicate with an “X” activities to be completed:</p> <p><input checked="" type="checkbox"/> Elimination of lead hazards identified for other lead-exposed children with increased BLLs, whose BLLs do not meet CLPPB State case definition.</p> <p><input checked="" type="checkbox"/> Education of enforcement agency partners (i.e., city and/or county building departments, housing departments) in protecting children with increased blood lead levels, or children at risk for lead exposure, by providing education in lead hazard compliance and enforcement, lead-safe work practices, and visual assessment.</p> <p><input type="checkbox"/> Evaluation of other units in multi-unit buildings where a source of lead is identified.</p> <p><input checked="" type="checkbox"/> Education of other tenants in multi-unit buildings where a child with a blood lead level that meets case definition has been identified, while maintaining confidentiality about the presence of the lead-exposed child.</p> <p><input checked="" type="checkbox"/> Other Program activities (approved by CLPPB). Please specify: When lead hazards are identified at an apartment building with five or more units, a letter will be sent to the owner requesting him to survey all other units for lead hazards, a referral will be made to the Los Angeles County Environmental Health Division for their assistance in identifying and eliminating lead hazards not associated with the Case unit.</p>	<p><i>Contractor to indicate timeline for Tier 2 activities:</i></p> <p>Ongoing</p>	<p>CEHS/EH/T3, EHSIV/EH/T3, EHSS/EH/T3, EHSIII/EH/T3, STC/EH</p>	<p><i>For all activities under this objective the contractor will submit:</i></p> <p>1. Documentation of follow-up and management of elevated blood levels and lead hazard mitigation.</p> <p><i>Indicate with an “X” items to be completed:</i></p> <p><input checked="" type="checkbox"/> Description of outreach to enforcement agency partners</p> <p><input checked="" type="checkbox"/> Description of outreach to other tenants in multi-unit buildings where a child with a BLL that meets State case definition has been identified.</p> <p><input type="checkbox"/> Other <i>(please specify)</i>:</p> <p><i>Indicate at least one evaluation item to be completed:</i></p> <p><input checked="" type="checkbox"/> Results of evaluation of other units in multi-unit buildings where a source of lead is identified</p> <p><input type="checkbox"/> Other <i>(please specify)</i>:</p>

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Objective 5-II: Use proactive inspection to identify and reduce lead hazards in high-risk areas to prevent lead-exposure to children.

Activities to Support the Objective: Task 5-II	Timeline	Staff	Evaluation/Deliverables
<p>1. Implement a program to reduce the opportunity for children being exposed to environmental lead hazards, by investigating locations where children are being exposed, could be exposed, or have been exposed in the past, and responding as necessary with appropriate enforcement actions.</p> <p>a. Efforts must focus on a specific high-risk geographic area, or areas, of concern.</p> <p>b. If not already identified in the contract work plan, within six months from the start of the contract, collaborate with CLPPB to create and submit a plan to CLPPB as to which geographic area(s) will be addressed, or other criteria that will be used to determine the sites of these investigations.</p> <p>The breadth and extent of activities planned and carried out for this objective are expected to be proportional to the amount of funding and resources provided.</p>	Ongoing	EHSM/EH/T3, CHES/EH/T3, EHSIV/EH/T3, EHSS/EH/T3, EHSIII/EH/T3, ES/Epi	<p><i>The contractor will submit:</i></p> <ol style="list-style-type: none"> 1. Summary of steps taken to reduce childhood lead exposure, attached to the Biannual Progress Report 2. Number of high-risk properties inspected, reported in the Biannual Progress Report 3. Number of high-risk properties remediated, reported in the Biannual Progress Report

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OPTIONAL FUNDING

Contractors wishing to apply for optional funding for additional activities to achieve elimination of lead hazards need to submit work plan activities for the Scope of Work listed under Objectives 5-III and 5-IV. Please select one or more of the optional Evaluation/Deliverables in addition to the mandatory Evaluation/Deliverables. The checked boxes should be reflective of the amount of funding allocated and resources available.

Note: The optional funds provided for Objectives 5-III and 5-IV are to be allocated into the Primary contract portion of the contractor's budget or expended as a subcontract with other government entities with prior CDPH approval.

This is an optional activity. Please indicate participation by placing an "X" in a check box below. Those not wishing to apply for this funding should proceed to Goal 6.

☒ Applying for optional funds

☐ Not applying for optional funds

Objective 5-III: Develop and implement activities designed to prevent lead-exposed children and at-risk children from exposure to lead hazards.

Activities to Support the Objective: Task 5-III	Timeline	Staff	Evaluation/Deliverables
<p>The contractor must conduct the following activities under Objective 5-III</p> <p>1. Protect children with known blood levels that show lead exposure from additional exposure to environmental lead hazards by: carrying out lead hazard evaluations (including clearance, EI, risk assessment, and other activities); ensuring proper lead abatement procedures and clearance of hazards; and verifying that abatement workers are conducting activities as required by California Code of Regulations, Title 17.</p> <p>a. Efforts may focus on specific high-risk population groups and/or geographic areas.</p> <p>b. If not already identified in the contract work plan, within six months from the start of the contract, collaborate with CLPPB to create and submit a</p>	Ongoing	CHES/EH/T3, EHSIV/EH/T3, EHSS/EH/T3, EHSIII/EH/T3	<p><i>For all activities under this objective, the contractor will submit:</i></p> <p>1. Relevant page of CLPPB LPFF for addresses achieving clearance attached to appropriate Progress Report</p> <p>2. Biannual Progress Reports</p>

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<p>plan to CLPPB as to which children will be addressed, identifying:</p> <ul style="list-style-type: none"> i. Range of BLLs; ii. Population group(s) and/or geographic area(s) 			<p>Contractor will maintain item below:</p> <p>1. Description of children to be addressed by lead hazard reduction activities</p>
<p>2. Implement a program to reduce the opportunity for children being further exposed or at-risk children being exposed to environmental lead hazards by investigating tips and complaints about lead hazards, and by identifying lead hazards in pre-1978 dwellings and public buildings and their surroundings that are exposing children to lead, responding to each as necessary with appropriate enforcement actions.</p> <ul style="list-style-type: none"> a. Efforts may focus on a specific high-risk geographic area or areas. b. If not already identified in the contract work plan, by six months from the start of the contract, collaborate with CLPPB to create and submit a plan to CLPPB as to which geographic area(s) will be addressed or other criteria that will be used to determine the sites of these investigations. 	Ongoing	EHSM/EH/T3, CHES/EH/T3, EHSIV/EH/T3, EHSS/EH/T3, EHSIII/EH/T3, ES/Epi	<p>The contractor will maintain the item below:</p> <p>1. Documentation of tips and complaints</p> <p>Indicate with an "X" items to be completed:</p> <p><input checked="" type="checkbox"/> Plan for conducting investigations in identified high-risk geographic areas</p> <p><input checked="" type="checkbox"/> Documentation of identified high-risk geographic areas</p> <p><input type="checkbox"/> Other (please specify):</p>
<p>3. Develop a written progressive enforcement procedure and submit to CLPPB with the first progress report. Progressive enforcement activities would include, for example, a letter to the property owner, followed by a Notice of Violation, an administrative hearing, and then an order to abate.</p> <ul style="list-style-type: none"> a. In the absence of clearance of hazards using the above remedies, a system will be required to be in place to resolve the lead hazards, using the provisions of the State Housing Law, or local ordinances. 	Ongoing	CHES/EH/T3, EHSIV/EH/T3, EHSS/EH/T3, EHSIII/EH/T3	<p>The contractor will maintain the item below:</p> <p>1. Progressive enforcement procedure</p>

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<p>b. The contractor is required to develop criteria for a property follow-up schedule, with a timeline for referral to the County District Attorney for properties found to be non-compliant with the above-described enforcement actions.</p> <p>c. In counties where a large number of cases occur in a specific jurisdiction (high-risk area), in which the county plans to focus efforts but where the county lacks authority for legal resolution of State Housing Law cases, the county should enter into an agreement with that jurisdiction to allow for abatement and enforcement of lead hazards.</p>			
4. The contractor will oversee lead abatement activities to prevent lead hazards and exposure of at-risk children to lead, as required by Title 17, California Code of Regulations Section 35001 et seq., as resources allow.	Ongoing	CHES/EH/T3, EHSIV/EH/T3, EHSS/EH/T3, EHSIII/EH/T3	<p>The contractor will maintain the item below:</p> <p>1. For permanent abatement, retain lead abatement plan and associated CDPH 8551 and 8552 forms</p>
5. Information on activities carried out under objective 5-III which can include, specific populations as well as areas and properties targeted where hazards were eliminated, is to be submitted with each biannual progress report	Ongoing	CHES/EH/T3 EHSIV/EH/T3 EHSS/EH/T3 EHSIII/EH/T3	<p>Indicate with an "X" activities to be completed:</p> <p><input checked="" type="checkbox"/> List of targeted areas where hazards were eliminated (closed properties)</p> <p><input type="checkbox"/> Other (please specify):</p>
6. The breadth and extent of activities planned and carried out for items 1, 2, 3, and 4 in this objective are expected to be proportional to the amount of optional funding and resources provided.	Ongoing	CHES/EH/T3, EHSIV/EH/T3, EHSS/EH/T3, EHSIII/EH/T3	
7. The contractor is encouraged to evaluate and modify activities that support the Program's objective, with approval from CLPPB.	Ongoing		<p>Indicate at least one evaluation item to be completed:</p> <p>Please specify:</p>

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Objective 5-IV: increase collaboration with local building departments, housing departments, code enforcement groups, environmental agencies, and other groups to see that lead hazards are properly identified and eliminated.

Activities to Support the Objective: Task 5-IV	Timeline	Staff	Evaluation/Deliverables
<p>The contractor must conduct the following activities under Objective 5-IV:</p> <ol style="list-style-type: none"> 1. Develop collaboration and partnerships with investigation and enforcement agencies (i.e., city and/or county building departments, housing departments, code enforcement agencies and environmental agencies), particularly those in specific jurisdictions that are identified as high risk for lead hazards. These would include: <ol style="list-style-type: none"> a. Development and implementation of programs for training of investigation and enforcement agency personnel on identifying and appropriate correction of lead hazards, as indicated for your jurisdiction. b. Fiscal support for training if needed, and as resources allow. c. Development and implementation of other activities specified by the Program (and approved by CLPPB) to be completed by the contractor. 1. Development of Enhanced Lead Awareness Training for Los Angeles County Environmental Health Division Housing Inspectors. 2. Partner with DPH Lead Based Paint Hazard Remediation Program (Program) in the following activities: <ul style="list-style-type: none"> • Tier 1: For Cases, refer pre-1978 properties that have chipping/peeling paint. • Tier 2: Mail Program flyer to families of children with BLL 2 - 9.4mcg/dL • Tier 3: Mail Program flyer to families of children with BLL 2-4.4 mcg/dL • Work with DPH Environmental Health Toxics Epidemiology in evaluation of CLPPP referrals to the Program. 	<p>Ongoing</p>	<p>CHES/EH/T3, EHSIV/EH/T3, EHSS/EH/T3, EHSIII/EH/T3, SII/EH/T3, STC/EH/T3, ES/Epi</p> <p>In Kind: Epidemiologist (DPH Toxics Epidemiology)</p>	<p><i>For all activities under this objective, the contractor will submit:</i></p> <ol style="list-style-type: none"> 1. Meeting agendas and minutes 2. Copies of response policy (e.g., personnel roles and responsibilities, enforcement) 3. Documentation of training 4. Biannual Progress Reports 5. List of enforcement agency contacts 6. Description of collaborations with enforcement Agencies <p><input checked="" type="checkbox"/> <i>Other (please specify):</i></p> <p>List of addresses referred to the DPH Lead Based Paint Hazard Remediation Program for remediation of their home. # and % of families who participated in the DPH Lead Based Paint Hazard Remediation Program and received services to remediate their homes.</p>

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Activities to Support the Objective: Task 5-IV	Timeline	Staff	Evaluation/Deliverables
<p>2. Develop and implement interagency referral, reporting procedures, and cooperation with investigation and enforcement agency partners.</p> <p>a. Include activities such as responding to practices that create lead hazards by implementing lead hazard compliance and enforcement procedures.</p> <p>b. Delineate roles and responsibilities.</p>	Ongoing	CHES/EH/T3, EHSIV/EH/T3, EHSS/EH/T3, EHSIII/EH/T3	<p>For all activities under this objective, the contractor will submit:</p> <ol style="list-style-type: none"> Interagency referral procedures Interagency reporting procedures <p><input type="checkbox"/> Other (please specify):</p>
<p>3. Develop an Enforcement Response Policy, including the roles and responsibilities of partnering enforcement agencies.</p> <p>a. Submit this policy to the CLPPB, by the end of the 2021 fiscal year of this contract.</p>	June 30, 2021	CHES/EH/T3, EHSIV/EH/T3, EHSS/EH/T3, EHSIII/EH/T3	<p>For all activities under this objective, the contractor will submit</p> <ol style="list-style-type: none"> Enforcement Response Policy
<p>The following activities are optional. Please indicate with a check mark if you choose to conduct them.</p> <p>4. <input checked="" type="checkbox"/> As resources allow, assess the effectiveness of local government laws, ordinances, housing codes, and enforcement structures covering identified lead hazards, and determine if changes are required to ensure children are protected.</p>	Ongoing	CHES/EH/T3, EHSIV/EH/T3, EHSS/EH/T3, EHSIII/EH/T3	<p>Indicate with an “X” activities to be completed:</p> <p><input checked="" type="checkbox"/> Assessment of local government laws, ordinances, housing codes and enforcement structures covering identified lead hazards</p> <p><input type="checkbox"/> Other (please specify):</p>

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<p>5. <input checked="" type="checkbox"/> As resources allow, carry out other outreach and education activities with enforcement partners.</p> <ul style="list-style-type: none"> a. Providing program materials for public distribution on lead hazards to housing and building departments. b. Work with building department to incorporate information about lead-safe work practices into their building permit process (such as attaching pamphlets to building permits that educate about lead hazards for housing built before 1978). c. Ensure building department and permit office incorporate information about lead-safe work practices into their building permit process by asking clients if the buildings are built before 1978 to prompt staff to attach lead-safe work practices brochures and Renovation, Repair, and Painting (RRP) rule brochures to the permits. 	<p>Ongoing</p>	<p>CHES/EH/T3, EHSIV/EH/T3, EHSS/EH/T3, EHSIII/EH/T3</p>	<p><i>The contractor will submit:</i></p> <ul style="list-style-type: none"> 1. Description of outreach materials on renovation and remodeling 2. Supplemental educational materials supplied to enforcement staff <p><input checked="" type="checkbox"/> Other (<i>please specify</i>):</p> <p>Training packet: Building & Safety stamps Building & Safety referral protocols</p>
<p>6. Collaboration and partnering with community-based organizations (CBOs) addressing lead hazards is strongly encouraged, as resources allow.</p> <ul style="list-style-type: none"> a. Providing up-to-date training and educational material to CBO staff that they can employ in outreach efforts to their communities. b. Helping CBOs identify high-risk areas c. Other Program activities (approved by CLPPB) to be completed by the contractor. 		<p>CHES/EH/T3, EHSIV/EH/T3, EHSS/EH/T3, EHSIII/EH/T3</p>	<p><i>Contractor must submit all of the following:</i></p> <ul style="list-style-type: none"> 1. List of CBO contacts 2. Description of collaborations with CBOs 3. Training and/or educational materials for CBOs <p><input type="checkbox"/> Other (<i>please specify</i>):</p>

Exhibit A, Attachment 1
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7. The breadth and extent of activities planned and carried out for items 1, 2, 4, and 5 in this objective, are expected to be proportional to the supplemental funding and resources provided.	Ongoing		
8. Information on activities carried out under this objective is to be collected.	Ongoing	CHES/EH/T3, EHSIV/EH/T3, EHSS/EH/T3, EHSIII/EH/T3	1. Information on activities is to be submitted with each CLPPP biannual progress report
9. The contractor is encouraged to evaluate and modify activities that support the objective, with approval from CLPPB.	Ongoing	CHES/EH/T3, EHSIV/EH/T3, EHSS/EH/T3, EHSIII/EH/T3	

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Goal 6: Program data will be maintained according to CLPPB security and confidentiality standards and a data system will be in place that will enable the collection, analysis, and dissemination of information on childhood lead exposure that can be used effectively for surveillance, identification of lead-exposed children, management of cases, epidemiology, evaluation, and program planning. CLPPP will ensure that data provided by CDPH or collected by the CLPPP in performance of this contract will be used only for purposes of carrying out work under this contract.

Objective 6-I: Laboratory, case management, and environmental data will be maintained in an electronic database that will allow access to timely and accurate information on individual cases, exposure sources, administrative status, summary statistics, and quality of care indicators.

Activities to Support the Objective: Task 6-I	Timeline	Staff	Evaluation/Deliverables
<p>1. The contractor will utilize RASSCLE II (Response and Surveillance System for Childhood Lead Exposure II), or another data system approved by CLPPB, to:</p> <p>a. Receive email alerts for new state defined cases, emergency blood lead test results, subsequent blood lead tests for existing cases, and transfers of state-defined cases. The CLPPP Coordinator will receive these alerts and coordinate with CLPPB RASSCLE II Administrators to ensure that appropriate contractor's staff receive the alerts necessary for their assigned activities.</p> <p>b. Monitor medical and environmental information related to cases, including LPFF, data entered by CLPPB.</p>	Ongoing	<p>ES/Epi, STC/Epi, ITC/Epi, CC, NM/CM, PHNS/CM, PHN/CM, EHSM/EH/T3, CEHS/EH/T3, EHSIV/EH/T3, EHSIII/EH/T3</p> <p>ES/Epi, STC/Epi, PHNS/CM, EHSIV/EH/T3</p>	<p><i>For all activities listed under this objective, the contractor will submit and retain:</i></p> <ol style="list-style-type: none"> 1. Reports as specified in the CLPPB <i>Surveillance and Data Management Manual</i>. 2. Documentation in case management records, as appropriate 3. Report of RASSCLE II discrepancies 4. Responses to supplemental questionnaires regarding cases and data as requested 5. Documentation from contractor's Information Technology (IT) department regarding installation, upgrading, and maintenance of contractor's information technology systems <p><input type="checkbox"/> Other (please specify):</p>

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Activities to Support the Objective: Task 6-I	Timeline	Staff	Evaluation/Deliverables
c. Monitor blood lead tests and follow-up information for individuals with increased BLLs who have not yet achieved case status.		ES/Epi, NM/CM, PHNS/CM, PHN/CM	
<p>2. The contractor shall support the quality and security of RASSCLE II data by:</p> <p>a. Using the RASSCLE II system in accordance with the CLPPB <i>Surveillance and Data Management Manual</i>.</p> <p>i. The CLPPP Coordinator shall notify CLPPB RASSCLE II Administrators immediately when staff with RASSCLE II access leave the program, and submit requests for new user accounts when additional staff need access to the system.</p> <p>ii. The Coordinator shall include RASSCLE II training, policies, and procedures in CLPPB staff turnover and new employee orientation plans.</p> <p>iii. Report any RASSCLE II data discrepancies immediately to CLPPB.</p> <p>b. Attending CLPPB RASSCLE II web-based and regional meetings. When possible, attendance should comprise a broad spectrum of user types, including PHNs, data management personnel, EPs, epidemiologists, and nutritionists.</p> <p>c. Coordinating with the contractor's IT Department or local department that supports the contractor's data functions to ensure that any system on which RASSCLE II is run, conforms to CLPPB technical and security standards.</p>	Ongoing	<p>All RII Users</p> <p>CC</p> <p>CC, ES/Epi, AAIII/Adm</p> <p>ES/Epi, STC/Epi</p> <p>All RII users in Epi, CM & EH Units</p> <p>ES/Epi, CC, AAIII/Adm</p>	

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Activities to Support the Objective: Task 6-I	Timeline	Staff	Evaluation/Deliverables
<p>3. Contractors inputting into RASSCLE II – Implemented on a mutually agreed upon timeframe and under the consent and direction of CLPPB:</p> <ul style="list-style-type: none"> a. Contractors electing to enter selected clinical and/or environmental LPFF data in RASSCLE II shall: <ul style="list-style-type: none"> i. Enter and manage data in RASSCLE II in accordance with the <i>RASSCLE Data Entry Manual</i> and adhere to any future changes to these data entry protocols or requirements. ii. Report any technical issues that prevent or hamper complete data entry to CLPPB RASSCLE II Administrators. iii. Attend RASSCLE II data entry and management protocols, web-based and regional trainings. Attendance should include all contractor’s data entry personnel. iv. Designate a staff member to serve as the primary point of contact for CLPPB communications regarding data entry issues. b. Contractors electing to enter complete clinical and/or environmental LPFF data in RASSCLE II shall: <ul style="list-style-type: none"> i. Fulfill all requirements in Activity 3-a above. ii. Under a mutually agreed upon timeline and with the approval of CLPPB, implement a process to periodically audit the entry of LPFF data into RASSCLE II for accuracy, completeness, and compliance with the CLPPB <i>RASSCLE II Data Management Manual</i> and all revisions. 	Ongoing	ES/Epi, STC/Epi, ITC/Epi	

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Objective 6-II: Adhere to requirements for data security and confidentiality.

Activities to Support the Objective: Task 6-II	Timeline	Staff	Evaluation/Deliverables
<p>1. The contractor must adhere to CLPPB data security and program confidentiality policies and procedures when obtaining, storing, and transmitting protected health information. These policies and procedures are delineated in:</p> <ul style="list-style-type: none"> a. Health and Safety Code, Sections 124130 and 100330. b. CLPPB <i>Surveillance and Data Management Manual</i> c. Contract attachments d. CLPPB Program Letters e. Other relevant national and state confidentiality provisions, such as the <i>Health Insurance Portability and Accountability Act (HIPAA)</i>. <p>2. CLPPP Coordinators are responsible for protection of Program data, and may only allow use of the data for purposes of this contract. CLPPP Coordinators must establish and maintain a system for ensuring that access of employees to Program data is terminated when employees are no longer associated with the CLPPP or when they no longer need access to the data for purposes of this contract. The contractor will maintain accurate records of all persons with current or past access to Program data, and provide these records to CLPPB upon request. CLPPP Coordinators will ensure that physical protections are in place to ensure that non-CLPPP employees are not able to view, access, copy or remove CLPPP data.</p>	Ongoing	<p>CC, ES/Epi</p> <p>All CLPPP Staff</p>	<p><i>For all activities under this objective, the contractor will submit</i></p> <ul style="list-style-type: none"> 1. Copies of data security and program confidentiality protocols 2. Records of persons with current or prior access to Program Data <p><input type="checkbox"/> Other (please specify): .</p>
<p>3. The contractor will ensure that data analyses, tabulations and reports are submitted to CLPPB for review and will share such products only upon authorization of CLPPB.</p>	Ongoing	CC, ES/Epi	

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* Salary Savings signifies that budgeted positions that may be partially redirected due to COVID-19 or other non-Lead work. Additionally cost savings from these positions may occur due to staff turnover or retirement. All positions are reduced by 3% in FY 20-21 and 5% in FY 21-22 and 22-23. This occurs before fringe benefit and indirect cost rates are applied.

Signifies the positions that qualify for Bilingual Bonus. Bonus is \$110 per month. 11 positions x \$110 x 12 months = \$14,520. There are no fringe benefits associated with this bonus.

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. In no event shall the Contractor request reimbursement from the State for obligations entered into or for costs incurred prior to the commencement date or after the expiration of this Agreement
- B. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the Budget Line Items amounts specified in Attachment I of this Exhibit.
- C. Invoices shall include the Agreement Number and shall be submitted via email not more frequently than quarterly in arrears to:

Andy Knapp
California Department of Public Health
Childhood Lead Poisoning Prevention Branch
850 Marina Bay Parkway,
Bldg. P, 3rd Floor
Richmond, CA. 94804-6403

- D. Invoices shall:
 - 1) Be prepared using the newly implemented and required electronic invoice process and template, which will be provided by CDPH Contract Manager.
 - 2) Invoices must be submitted to CDPH electronically only. Hard copies are not required. **Invoices must be submitted within thirty (30) calendar days after the end of each quarter.**
 - 3) Identify the billing and/or performance period covered by the invoice.
 - 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by CDPH.
- E. Amounts Payable

The amounts payable under this agreement shall not exceed:\$20,310,495.00

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

Exhibit B
Budget Detail and Payment Provisions

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in Government Code Chapter 4.5, commencing with Section 927.

4. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than *thirty (30)* calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the program contract manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this agreement have ceased and that no further payments are due or outstanding. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline.
- B. The Contractor is hereby advised of its obligation to submit to the state, with the final invoice, a completed copy of the "**Contractor's Release**", **Exhibit I**.

5. Allowable Line Item Shifts

- A. Subject to the prior review and approval of the State, line item shifts of up to fifteen percent (15%) of the annual contract total, not to exceed a maximum of one hundred thousand dollars (\$100,000) annually are allowed, so long as the annual agreement total neither increases nor decreases.
- B. The \$100,000 maximum limit shall be assessed annually and automatically adjusted by the State in accordance with cost-of-living indexes. Said adjustments shall not require a formal agreement amendment. The State shall annually inform the Contractor in writing of the adjusted maximum.
- C. Line item shifts meeting this criteria shall not require a formal agreement amendment.
- D. The Contractor shall adhere to State requirements regarding the process requesting approval to line item shifts.
- E. Line item shifts may be proposed/requested by either the State or the Contractor.

6. Expense Allowability / Fiscal Documentation

- A. Invoices, received from the Contractor and accepted for payment by the State, shall not be deemed evidence of allowable agreement costs.
- B. Contractor shall maintain for review and audit and supply to CDPH upon request, adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of expense allowability.
- C. If the allowability of an expense cannot be determined by the State because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the State. Upon receipt of adequate documentation supporting a disallowed or

Exhibit B
Budget Detail and Payment Provisions

questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

7. Recovery of Overpayments

- A. Contractor agrees that claims based upon the terms of this agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by the State by one of the following options:
 - 1) Contractor's remittance to the State of the full amount of the audit exception within 30 days following the State's request for repayment;
 - 2) A repayment schedule agreeable between the State and the Contractor.
- B. The State reserves the right to select which option as indicated above in paragraph A will be employed and the Contractor will be notified by the State in writing of the claim procedure to be utilized.
- C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Contractor, beginning thirty (30) days after Contractor's receipt of the State's demand for repayment.
- D. If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Contractor loses the final administrative appeal, Contractor shall repay, to the State, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of State's notice requesting reimbursement of questioned audit costs or disallowed expenses.

8. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (Cal HR). If the Cal HR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. No travel outside the state of California shall be reimbursed without prior authorization from the CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

See CalHR website: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>

General Terms and Conditions (GTC 04/2017)

EXHIBIT C

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
 - a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

Exhibit D
Special Terms and Conditions
(Rev 6/16)

(For Cooperative Agreement in accordance with HSC 38070)

The provisions herein apply to this Agreement unless the provisions are removed by reference, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

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1. Procurement Rules

(Applicable to all agreements in which equipment, property, commodities and/or supplies are furnished by CDPH or expenses for said items are reimbursed with state or federal funds.)

a. Equipment definitions

Wherever the term equipment /property is used, the following definitions shall apply:

- (1) **Major equipment/property:** A tangible or intangible item having a base unit cost of **\$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.
- (2) **Minor equipment/property:** A tangible item having a base unit cost of **less than \$5,000** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement.

- b. Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through g of this provision. Paragraph c of this provision shall also apply, if equipment purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

- c. Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment and services related to such purchases for performance under this Agreement.

- (1) Equipment purchases shall not exceed \$50,000 annually.

To secure equipment above the annual maximum limit of \$50,000, the Contractor shall make arrangements through the appropriate CDPH Program Contract Manager, to have all remaining equipment purchased through CDPH's Purchasing Unit. The cost of equipment purchased by or through CDPH shall be deducted from the funds available in this Agreement. Contractor shall submit to the CDPH Program Contract Manager a list of equipment specifications for those items that the State must procure. The State may pay the vendor directly for such arranged equipment purchases and title to the equipment will remain with CDPH. The equipment will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the CDPH Program Contract Manager, in writing, of an alternate delivery address.

- (2) All equipment purchases are subject to paragraphs d through g of this provision. Paragraph b of this provision shall also apply, if equipment purchases are delegated to subcontractors that are either a government or public entity.
- (3) Nonprofit organizations and commercial businesses, shall use a procurement system that meets the following standards:

- (a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer,

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or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.

- (b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
- (c) Procurements shall be conducted in a manner that provides for all of the following:
 - [1] Avoid purchasing unnecessary or duplicate items.
 - [2] Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
 - [3] Take positive steps to utilize small and veteran owned businesses.
- d. Unless waived or otherwise stipulated in writing by CDPH, prior written authorization from the appropriate CDPH Program Contract Manager will be required before the Contractor will be reimbursed for any purchase **exceeding** \$5,000 or more for commodities, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by CDPH, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
- e. In special circumstances, determined by CDPH (e.g., when CDPH has a need to monitor certain purchases, etc.), CDPH may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. CDPH reserves the right to either deny claims for reimbursement or to request repayment for any Contractor purchase that CDPH determines to be unnecessary in carrying out performance under this Agreement.
- f. The Contractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor at any time.
- g. For all purchases, the Contractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor for inspection or audit.

2. Equipment Ownership / Inventory / Disposition

(Applicable to agreements in which equipment and/or property is furnished by CDPH and/or when said items are purchased or reimbursed with state)

- a. Wherever the terms equipment and/or property are used in this provision, the definitions in provision 1, paragraph a., shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement shall be considered state equipment and the property of CDPH.

- (1) CDPH requires the reporting, tagging and annual inventorying of all equipment and/or

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property that is furnished by CDPH or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor shall report the receipt to the CDPH Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by CDPH's Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with CDPH Funds) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager.

- (2) If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the CDPH Program Contract Manager using a form or format designated by CDPH's Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of CDPH-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager. Contractor shall:
 - (a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).
 - (b) Submit the inventory report to CDPH according to the instructions appearing on the inventory form or issued by the CDPH Program Contract Manager.
 - (c) Contact the CDPH Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by CDPH's Asset Management Unit.
- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
- c. Unless otherwise stipulated, CDPH shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.
- d. The Contractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.
 - (1) In administering this provision, CDPH may require the Contractor to repair or replace, to CDPH's satisfaction, any damaged, lost or stolen state equipment and/or property. Contractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the CDPH Program Contract Manager.
- e. Unless otherwise stipulated by the program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall only be used for performance of this Agreement or another CDPH agreement.
- f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the CDPH Program Contract Manager and shall, at that time, query CDPH as to the requirements, including the manner and method, of returning state equipment and/or property to CDPH. Final disposition of equipment

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and/or property shall be at CDPH expense and according to CDPH instructions. Equipment and/or property disposition instructions shall be issued by CDPH immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, CDPH may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different CDPH agreement.

g. Motor Vehicles

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under this Agreement.)

- (1) If motor vehicles are purchased/reimbursed or furnished by CDPH under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor shall return such vehicles to CDPH and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to CDPH.
- (2) If motor vehicles are purchased/reimbursed or furnished by CDPH under the terms of this Agreement, **the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner.** The Contractor shall only use said vehicles for the performance under the terms of this Agreement.
- (3) The Contractor agree that all operators of motor vehicles, purchased/reimbursed or furnished by CDPH under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.
- (4) If any motor vehicle is purchased/reimbursed or furnished by CDPH under the terms of this Agreement, the Contractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's possession:

Automobile Liability Insurance

- (a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, to the Contractor.
- (b) The Contractor shall, as soon as practical, furnish a copy of the certificate of insurance to the CDPH Program Contract Manager. The certificate of insurance shall identify the CDPH contract or agreement number for which the insurance applies.
- (c) The Contractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to CDPH.
- (d) The Contractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.

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- (e) The Contractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
 - [1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State.
 - [2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.
 - [3] The insurance carrier shall notify CDPH, in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.
- (f) The Contractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by CDPH, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.
- (g) In the event the Contractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, CDPH may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

3. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services exceeding \$5,000 for any articles, supplies, equipment, or services. The Contractor shall obtain at least three competitive quotations which should be submitted or adequate justification provided for the absence of bidding.
- b. CDPH reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.
 - (1) Upon receipt of a written notice from CDPH requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by CDPH.
- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) exceeding \$5,000 are subject to the prior review and written approval of CDPH.
- d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by CDPH, make copies available for approval, inspection, or audit.

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- e. CDPH assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
- f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement and shall be the subcontractor's sole point of contact for all matters related to the performance and payment during the term of this Agreement.
- h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from CDPH to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

4. Income Restrictions

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to CDPH, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by CDPH under this Agreement.

5. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the services performed.

6. Intellectual Property Rights

a. Ownership

- (1) Except as set forth below and except where CDPH has agreed in a signed writing to accept a license, CDPH shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. Notwithstanding the foregoing or any other language in this Agreement, Contractor and not CDPG shall own Intellectual Property relating to any clinical lab test or lab assay that is made, conceived, derived from or reduced to practice by contractor, regardless of whether it results directly /indirectly from this Agreement ("Clinical Tests or Assays")

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- (2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
- (a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.
- (3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of CDPH's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of CDPH's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of CDPH. **Except as otherwise set forth herein, neither the Contractor nor CDPH shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to CDPH, Contractor agrees to abide by all license and confidentiality restrictions applicable to CDPH in the third-party's license agreement.
- (4) Contractor agrees to cooperate with CDPH in establishing or maintaining CDPH's exclusive rights in the Intellectual Property, and in assuring CDPH's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to CDPH all rights, title and interest in Intellectual Property other than Clinical Tests or Labe Assays made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or CDPH and which result directly or indirectly from this Agreement or any subcontract.
- (5) Contractor further agrees to assist and cooperate with CDPH in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDPH's Intellectual Property rights and interests.

b. Retained Rights / License Rights

- (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its

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Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to CDPH, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.

- (2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of CDPH or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

c. Copyright

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, shall include CDPH's notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2014, etc.], Department of Public Health. This material may not be reproduced or disseminated without prior written permission from the Department of Public Health." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining CDPH's prior written approval; and (ii) granting to or obtaining for CDPH, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon the these terms is unattainable, and CDPH determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to CDPH.

e. Warranties

- (1) Contractor represents and warrants that:

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- (a) It is free to enter into and fully perform this Agreement.
 - (b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
 - (c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
 - (d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
 - (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
 - (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to CDPH in this Agreement.
 - (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
 - (h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.
- (2) CDPH MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

f. Intellectual Property Indemnity

- (1) Contractor shall indemnify, defend and hold harmless CDPH and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of CDPH's

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use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. CDPH reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against CDPH.

- (2) Should any Intellectual Property licensed by the Contractor to CDPH under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve CDPH's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to CDPH. CDPH shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for CDPH to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, CDPH shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- (3) Contractor agrees that damages alone would be inadequate to compensate CDPH for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges CDPH would suffer irreparable harm in the event of such breach and agrees CDPH shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

g. Survival

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

7. Prior Approval of Training Seminars, Workshops or Conferences

Contractor shall obtain prior CDPH approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor in order to conduct routine business matters.

8. Confidentiality of Information

The Contractor and its employees, agents, or subcontractors shall:

- a. Protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.

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- b. Not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- c. Promptly transmit to the CDPH Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. Not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than CDPH without prior written authorization from the CDPH Contract Manager, except if disclosure is required by State or Federal law.
- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- f. As deemed applicable by CDPH, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

9. Documents, Publications and Written Reports

(Applicable to agreements over \$5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000.

10. Dispute Resolution Process

- a. A Contractor grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Contractor and CDPH, the Contractor must seek resolution using the procedure outlined below.
 - (1) The Contractor should first informally discuss the problem with the CDPH Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
 - (2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting

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evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).
- c. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- d. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Contract Manager.
- e. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the CDPH Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

11. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

12. Prohibited Use of State Funds for Software

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

13. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, CDPH sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

- a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.
- b. As used herein, fringe benefits do not include:

Exhibit D
Special Terms and Conditions

- (1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
 - (2) Director's and executive committee member's fees.
 - (3) Incentive awards and/or bonus incentive pay.
 - (4) Allowances for off-site pay.
 - (5) Location allowances.
 - (6) Hardship pay.
 - (7) Cost-of-living differentials
- c. Specific allowable fringe benefits include:
- (1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.
- d. To be an allowable fringe benefit, the cost must meet the following criteria:
- (1) Be necessary and reasonable for the performance of the Agreement.
 - (2) Be determined in accordance with generally accepted accounting principles.
 - (3) Be consistent with policies that apply uniformly to all activities of the Contractor.
- e. Contractor agrees that all fringe benefits shall be at actual cost.
- f. Earned/Accrued Compensation
- (1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See section f (3)(a) below for an example.
 - (2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.
 - (3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

(a) Example No. 1:

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

Exhibit D
Special Terms and Conditions

(b) Example No. 2:

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

(c) Example No. 3:

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to CDPH, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

14. Cancellation

- A. This agreement may be cancelled by CDPH **without cause** upon 30 calendar days advance written notice to the Contractor.
- B. CDPH reserves the right to cancel or terminate this agreement immediately for cause. The Contractor may submit a written request to terminate this agreement only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this agreement.
- D. Agreement termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. Upon receipt of a notice of termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.
- F. In the event of early cancellation or termination, the Contractor shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this agreement.

Exhibit E
Additional Provisions

1. Additional Incorporated Documents

A. The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. These documents may be updated periodically by CDPH, as required by program directives. CDPH shall provide the Contractor with copies of said documents and any periodic updates thereto, under separate cover. CDPH will maintain on file, all documents referenced herein and any subsequent updates.

- 1) CDPH Health Administrative Manual Section 6-1000
- 2) CLPPB Program Letter
- 3) Lead Poisoning Follow-up Form
- 4) CLPPB Progress Report
- 5) CLPPB Surveillance and Data Management Manual
- 6) CLPPB Public Health Nursing (PHN) Manual and Updates
- 7) Environmental Health on the Childhood Lead Poisoning Prevention (CLPP) Team, Interim Guidance, August 1998 and Updates
- 8) Minimum Environmental Investigation Sampling Strategies (3/01 and Updates)
- 9) Lead Test Kit Fact Sheet 3/01

Federal Terms and Conditions

(For federally funded Cooperative Agreements)

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

The terms "Contractor" and "Subcontractor" shall also mean, "agreement", "contract", "contract agreement", "Contractor" and "Subcontractor" respectively.

The terms "California Department of Public Health" and "CDPH" shall have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies.

Index of Special Terms and Conditions

1. Federal Contract Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Lobbying Restrictions and Disclosure Certification
6. Additional Restrictions

1. Federal Contract Funds

Applicable only to that portion of an agreement funded in part or whole with federal funds.

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

2. Federal Equal Opportunity Requirements

Applicable to all federally funded agreements entered into by the California Department of Public Health (CDPH).

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

- e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by CDPH, the Contractor may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

3. Debarment and Suspension Certification

- a. By signing this Agreement, the Contractor/Subcontractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and

- (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
 - (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
 - (6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the CDPH Program Contract Manager.
 - d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
 - e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

4. Covenant Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

5. Lobbying Restrictions and Disclosure Certification

Applicable to federally funded agreements in excess of \$100,000 per Section 1352 of the 31, U.S.C.

a. Certification and Disclosure Requirements

- (1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
 - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or

- (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

6. **Additional Restrictions**

Applicable to all contracts funded in whole or in part with funding from the federal Departments of Labor, Health and Human Services (including CDC funding), or Education.

Contractor shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

“SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.”

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractor's, subcontracts, and contracts under cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

County of Los Angeles

Name of Contractor

Printed Name of Person Signing for Contractor

20-10528

Contract Number

Signature of Person Signing for Contractor

Date

Title

After execution by or on behalf of Contractor, please return to:

Childhood Lead Poisoning Prevention Branch
California Department of Public Health
850 Marina Bay Parkway
Richmond, CA 94804-6403

CDPH reserves the right to notify the Contractor in writing of an alternate submission address.

Attachment 2

CERTIFICATION REGARDING LOBBYING

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Approved by OMB

0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year ____ quarter ____ date of last report _____.	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier ____, if known: Congressional District, If known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, If known:		
6. Federal Department/Agency	7. Federal Program Name/Description: CDFA Number, if applicable: _____		
8. Federal Action Number, if known:	9. Award Amount, if known: \$		
10.a. Name and Address of Lobbying Registrant <i>(If individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from 10a. (Last name, First name, MI):</i>		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than \$100,000 for each such failure.	Signature: _____		
	Print Name: _____		
	Title: _____		
	Telephone No.: _____ Date: _____		
Federal Use Only		Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Exhibit G
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

This Information Privacy and Security Requirements Exhibit (For Non-HIPAA/HITECH Act Contracts) (hereinafter referred to as “this Exhibit”) sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on **behalf** of the California Department of Public Health (hereinafter “CDPH”), pursuant to Contractor’s agreement with CDPH. (Such personal and confidential information is referred to herein collectively as “CDPH PCI”.) CDPH and Contractor desire to protect the privacy and provide for the security of CDPH PCI pursuant to this Exhibit and in compliance with state and federal laws applicable to the CDPH PCI.

- I. Order of Precedence: With respect to information privacy and security requirements for all CDPH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and CDPH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.
- II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to CDPH PCI disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of CDPH, pursuant to Contractor’s agreement with CDPH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.
- III. Definitions: For purposes of the agreement between Contractor and CDPH, including this Exhibit, the following definitions shall apply:
 - A. Breach:

“Breach” means:

 1. the unauthorized acquisition, access, use, or disclosure of CDPH PCI in a manner which compromises the security, confidentiality or integrity of the information; or
 2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).
 - B. Confidential Information: “Confidential information” means information that:
 1. does not meet the definition of “public records” set forth in California Government Code section 6252(e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or
 2. is contained in documents, files, folders, books or records that are clearly labeled, marked or designated with the word “confidential” by CDPH.
 - C. Disclosure: “Disclosure” means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.

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- D. PCI: "PCI" means "personal information" and "confidential information" (as these terms are defined herein:
- E. Personal Information: "Personal information" means information, in any medium (paper, electronic, oral) that:
1. directly or indirectly collectively identifies or uniquely describes an individual; or
 2. could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or
 3. meets the definition of "personal information" set forth in California Civil Code section 1798.3, subdivision (a) or
 4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2); or
 5. meets the definition of "medical information" set forth in either California Civil Code section 1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision (j); or
 6. meets the definition of "health insurance information" set forth in California Civil Code section 1798.29, subdivision (h)(3); or
 7. is protected from disclosure under applicable state or federal law.
- F. Security Incident: "Security Incident" means:
1. an attempted breach; or
 2. the attempted or successful unauthorized access or disclosure, modification or destruction of CDPH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and CDPH, including this Exhibit; or
 3. the attempted or successful modification or destruction of, or interference with, Contractor's system operations in an information technology system, that negatively impacts the confidentiality, availability or integrity of CDPH PCI; or
 4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.
- G. Use: "Use" means the sharing, employment, application, utilization, examination, or analysis of information.
- IV. Disclosure Restrictions: The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any CDPH PCI. The Contractor shall not disclose, except as otherwise specifically permitted by the agreement between Contractor and CDPH (including this Exhibit), any

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CDPH PCI to anyone other than CDPH personnel or programs without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.

- V. Use Restrictions: The Contractor and its employees, agents, and subcontractors shall not use any CDPH PCI for any purpose other than performing the Contractor's obligations under its agreement with CDPH.
- VI. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CDPH PCI, including electronic or computerized CDPH PCI. At each location where CDPH PCI exists under Contractor's control, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide CDPH with Contractor's current and updated policies within five (5) business days of a request by CDPH for the policies.
- VII. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.
- VIII. Security Officer: At each place where CDPH PCI is located,, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with CDPH on matters concerning this Exhibit.
- IX. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with CDPH, including this Exhibit, or otherwise use or disclose CDPH PCI.
- A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.
- B. The Contractor shall retain each employee's certifications for CDPH inspection for a period of three years following contract termination or completion.
- C. Contractor shall provide CDPH with its employee's certifications within five (5) business days of a request by CDPH for the employee's certifications.
- X. Employee Discipline: Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.

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XI. Breach and Security Incident Responsibilities:

- A. Notification to CDPH of Breach or Security Incident: The Contractor shall notify CDPH **immediately by telephone call plus email or fax** upon the discovery of a breach (as defined in this Exhibit), **and within twenty-four (24) hours by email or fax** of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to CDPH immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves CDPH PCI in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH Information Security Office at the telephone numbers listed in Section XI(F), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first day on which such breach or security incident is known to the Contractor, or, by exercising reasonable diligence would have been known to the Contractor. Contractor shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is a employee or agent of the Contractor.

Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
 2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29.
- B. Investigation of Breach and Security Incidents: The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:
1. what data elements were involved and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and
 2. a description of the unauthorized persons known or reasonably believed to have improperly used the CDPH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CDPH PCI, or to whom it is known or reasonably believed to have had the CDPH PCI improperly disclosed to them; and
 3. a description of where the CDPH PCI is believed to have been improperly used or disclosed; and
 4. a description of the probable and proximate causes of the breach or security incident; and

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5. whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.
- C. Written Report: The Contractor shall provide a written report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.
- D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:
1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or
 2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.
- E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:
1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content and timeliness provisions of Section 1798.29, subdivision (e). Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
 2. cooperate with and assist CDPH in its submission of a sample copy of the notification to the Attorney General.
- F. CDPH Contact Information: To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

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CDPH Program Contract Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer
See the Scope of Work exhibit for Program Contract Manager	Privacy Officer Privacy Office Office of Legal Services California Dept. of Public Health 1415 L Street, 5 th Floor Sacramento, CA 95814 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Dept. of Public Health P.O. Box 997377 MS6302 Sacramento, CA 95899-7413 Email: cdphiso@cdph.ca.gov Telephone: (855) 500-0016

- XII. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of CDPH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.
- XIII. Requests for CDPH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of any CDPH PCI requested by third parties to the agreement between Contractor and CDPH (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.
- XIV. Audits, Inspection and Enforcement: CDPH may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Program Contract Manager in writing.
- XV. Return or Destruction of CDPH PCI on Expiration or Termination: Upon expiration or termination of the agreement between Contractor and CDPH for any reason, Contractor shall securely return or destroy the CDPH PCI. If return or destruction is not feasible, Contractor shall provide a written explanation to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above.
- A. Retention Required by Law: If required by state or federal law, Contractor may retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law.
- B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor returns or destroys the CDPH PCI or returns the CDPH PCI to CDPH; provided however, that on expiration or termination of the agreement between Contractor and CDPH, Contractor shall not further use or disclose the CDPH PCI except as required by state or federal law.

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- C. Notification of Election to Destroy CDPH PCI: If Contractor elects to destroy the CDPH PCI, Contractor shall certify in writing, to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above, that the CDPH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.
- XVI. Amendment: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDPH PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.
- XVII. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, workforce employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and CDPH, available to CDPH at no cost to CDPH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, workforce employee or agent is a named adverse party.
- XVIII. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- XIX. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.
- XX. Survival: If Contractor does not return or destroy the CDPH PCI upon the completion or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII and XI of this Exhibit shall survive the completion or termination of the agreement between Contractor and CDPH.

Exhibit G**Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)****Attachment 1****Contractor Data Security Standards****1. General Security Controls**

- A. **Confidentiality Statement.** All persons that will be working with CDPH PCI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to CDPH PCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for CDPH inspection for a period of three (3) years following contract termination.
- B. **Background check.** Before a member of the Contractor's workforce may access CDPH PCI, Contractor must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.
- C. **Workstation/Laptop encryption.** All workstations and laptops that process and/or store CDPH PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the CDPH Information Security Office.
- D. **Server Security.** Servers containing unencrypted CDPH PCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- E. **Minimum Necessary.** Only the minimum necessary amount of CDPH PCI required to perform necessary business functions may be copied, downloaded, or exported.
- F. **Removable media devices.** All electronic files that contain CDPH PCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smart devices tapes etc.). PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher.
- G. **Antivirus software.** All workstations, laptops and other systems that process and/or store CDPH PCI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- H. **Patch Management.** All workstations, laptops and other systems that process and/or store CDPH PCI must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- I. **User IDs and Password Controls.** All users must be issued a unique user name for accessing CDPH PCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary

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word. Must not be stored in readable format on the computer. Must be changed every 60 days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

- J. **Data Sanitization.** All CDPH PCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PCI is no longer needed.

2. System Security Controls

- A. **System Timeout.** The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 20 minutes of inactivity.
- B. **Warning Banners.** All systems containing CDPH PCI must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.
- C. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDPH PCI, or which alters CDPH PCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. This logging must be included for all user privilege levels including, but not limited to, systems administrators. If CDPH PCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- D. **Access Controls.** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.
- E. **Transmission encryption.** All data transmissions of CDPH PCI outside the contractor's secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing CDPH PCI can be encrypted. This requirement pertains to any type of CDPH PCI in motion such as website access, file transfer, and E-Mail.
- F. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting CDPH PCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. Audit Controls

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- A. **System Security Review.** All systems processing and/or storing CDPH PCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.
- B. **Log Reviews.** All systems processing and/or storing CDPH PCI must have a routine procedure in place to review system logs for unauthorized access.
- C. **Change Control.** All systems processing and/or storing CDPH PCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity / Disaster Recovery Controls

- A. **Disaster Recovery.** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDPH PCI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.
- B. **Data Backup Plan.** Contractor must have established documented procedures to securely backup CDPH PCI to maintain retrievable exact copies of CDPH PCI. The backups shall be encrypted. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore CDPH PCI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDPH data.

5. Paper Document Controls

- A. **Supervision of Data.** CDPH PCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. CDPH PCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. **Escorting Visitors.** Visitors to areas where CDPH PCI is contained shall be escorted and CDPH PHI shall be kept out of sight while visitors are in the area.
- C. **Confidential Destruction.** CDPH PCI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.
- D. **Removal of Data.** CDPH PCI must not be removed from the premises of the Contractor except with express written permission of CDPH.
- E. **Faxing.** Faxes containing CDPH PCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving

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faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.

- F. ***Mailing.*** CDPH PCI shall only be mailed using secure methods. Large volume mailings of CDPH PHI shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a CDPH approved solution, such as a solution using a vendor product specified on the CALIFORNIA STRATEGIC SOURCING INITIATIVE.

Exhibit H Glossary of CLPPB Related Acronyms and Terms

Appropriate case management - Health care referrals, environmental assessments, and educational activities performed by the appropriate person, professional, or entity, necessary to reduce a child's exposure to lead and the consequences of the exposure, as determined by the United States Centers for Disease Control, or as determined by the department pursuant to Health and Safety Code Section 105300.

ATSDR – Agency for Toxic Substances and Disease Registry

Case closure –Blood lead level criteria for case closure: Case management is concluded and a case is closed when:

- 1) There have been two or more venous blood-lead levels demonstrating that the blood-lead level is clearly trending downward: Blood Lead level (BLL) has consistently remained less than 9.5 mcg/dL for at least one year (360 calendar days), with one BLL \leq 4.5mcg/dL; and there has been achievement of the other objectives of the case management plan.
- 2) For all children with initial blood lead levels of \geq 4.5 to 14.4mcg/dL not making case definition, to reduce lead exposure. These would include as a minimum monitoring, outreach, and education, and may include other graded responses up to and including public health nursing and environmental investigations as for cases, as resources allow. All children with initial BLLs of \geq 9.5 to 14.4 mcg/dL found on follow-up to have persistent BLLs of \geq 9.5 to 14.4 mcg/dL would become cases and receive all case management services. Or:
- 3) One of the following has occurred
 - a. Parent or guardian persistently refuses services
 - b. Family could not be located or child is lost to follow up after case management has begun
 - c. Family moves and the case is transferred to another jurisdiction
 - d. Case is closed administratively
 - i. Child reaches 21 years of age
 - ii. Child dies

BLL – Blood Lead Level

BPb – Blood Lead

Branch- The Branch – A term used in place of CLPPB or Childhood Lead Poisoning Prevention “Branch”.

Case definition – A case of lead poisoning will be defined as any child who is found with:

- A single blood lead level (BLL) \geq 14.5 mcg/dL (venous), or
- Persistent BLLs \geq 9.5 mcg/dL, taken at least 30 days apart, and with the second test being venous.

CBLS – Childhood Blood Lead Surveillance

CBO – Community Based Organization

CCS – California Children Services

CDC – Centers for Disease Control and Prevention

CDBGP - Community Development Block Grant Program

CHDP – Child Health and Disability Prevention Program

Exhibit H
Glossary of CLPPB Related Acronyms and Terms

CDPH - California Department of Public Health (formerly DHS)

CLIA – Clinical Lab Improvement Act

CLPPB - Childhood Lead Poisoning Prevention Branch

CLPPB Program Letter – A document that has been dated, numbered, and issued by the CLPPB that establishes policy and clarifies regulatory or contractual requirements.

CLPPP - Childhood Lead Poisoning Prevention Program (has State level and local components.)

CLPPP Team Quarterly Meetings – On site quarterly meetings of the CLPPP Coordinator, PHN, REHS, Health Educator and Registered Dietician.

CMS - Care Management Section

CMU - Contract Management Unit

Contractor – The local Childhood Lead Poisoning Prevention Program (CLPPP) that has contracted with the Childhood Lead Poisoning Prevention Branch (CLPPB).

DEODC - Division of Environmental Occupational and Disease Control Division

DHCS - Department of Health Care Services (formerly DHS)

DHS - Department of Health Services (See CDPH and DHCS)

EBL – Elevated blood lead level

EHIB – Environmental Health Investigation Branch

Environmental Investigation – An exposure assessment of the home, primary residence, or other location of a child with an elevated blood lead level that meets case definition, conducted by an Environmental Professional, to identify the sources of exposure to lead in the child's environment, and to recommend measures both during and after the investigation to reduce or eliminate exposures identified (CLPPB Program Letter 98-14).

EPA – Environmental Protection Agency

EPSDT – Early and Periodic Screening Diagnosis and Treatment (CHDP in California).

EPSDT-SS – Those additional medically necessary services available to full scope Medi-Cal beneficiaries under the age of 21 years. The services must be medically necessary to correct or ameliorate a defect, physical or mental illness, or a condition. These services are accessed through screening, referral or routine visits. (Title 22 California Code of Regulation Sections 51242, 51340.1, and 51532.2).

Hct / Hgb – Hematocrit / Hemoglobin

HCFA – Health Care Financing Services Administration

HHS – Health and Human Services Agency

HIPAA – Health Insurance Portability and Accountability Act

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Glossary of CLPPB Related Acronyms and Terms

HAAIS – Health Information & Administrative Analysis Section (of CLPPB).

HRSA – Health Resources & Services Administration

HUD - Housing & Urban Development

HWDC – Health and Welfare Data Center

IEHS – Industrial Environmental Health Specialist

Lead Inspector/Assessor – An individual who has received a certificate from the Department of Public Health as a “certified lead inspector/assessor” in accordance with Section 35001 *et seq.*, of Title 17 of the California Code of Regulations.

Lead Poisoning Follow-Up Form (LPFF) – the form used to document essential demographic, medical, social and environmental information about the lead poisoned child, the child’s family, and the environment (CLPPB Program Letter 2004-01).

LHRS – Lead Hazard Reduction Section (of CLPPB)

MCH – Maternal and Child Health

MCLP – Medi-Cal Lead Program.

Medi-Cal Lead Program (MCLP) – The Medi-Cal Lead Program in the State Department of Health Care Services which coordinates Medi-Cal funding for lead related services and activities provided to children who are Medi-Cal beneficiaries and who meet the case definition of lead poisoning:

The budgetary components of the MCLP are:

- 1) PHN lead poisoning case management services.
- 2) Medi-Cal Administrative Activities
 - a. Non-Enhanced
 - b. Enhanced

MOU - Memoranda of Understanding

NHANES – National Health and Nutrition Examination Survey

O & E- Outreach and Education

OEHHA – Office of Environmental Health Hazard Assessment

OHB - Occupational Health Branch

OLPPP – Occupational Lead Poisoning Prevention Program

OSHA – Occupational Health and Safety Act (also see Cal-OSHA).

OSS – Operational Support Section (administrative services of contracts, budgets and invoice processing within CLPPB).

PDSS - Program Development and Support Section (of CLPPB).

PERS – Program Evaluation and Research Section (of CLPPB).

Exhibit H
Glossary of CLPPB Related Acronyms and Terms

PHN –Public Health Nurse: The PHN providing case management in a local CLPPP must have an active California Registered Nurse license and a valid California Public Health Nursing certificate. The PHN must be able to collaborate with other health professionals and support staff to provide individual and population-based care. In addition, a PHN working as a case manager in the Medi-Cal Lead Program must have completed state-approved case-management training. This requirement is met by a public health nursing certificate from the State of California.

PR - Progress Report - A bi-annual report required of the CLPPPs, submitted to the CLPPB, to be used in the evaluation of all aspects of progress at the local program level.

PRRF - Progress Report Response Form

RA – Research Assistant

RASSCLE – Response and Surveillance System for Childhood Lead Exposures

RD – Registered Dietician

Regional Meetings – Routine meetings of CLPPPs within a given geographical area of the state of California and the CLPPB for the purpose of program development.

REHS - Registered Environmental Health Specialist, a professional person, educated and trained as an environmental specialist and who is registered in accordance with Health and Safety Code Division 104, Chapter 4, Article 1, Section 106615 *et seq.*

RFA - Request for Application – document and reference to the process by which the local CLPPP will apply for a contract with the CLPPB.

RPM – CLPPB Regional Program Manager

SC – CLPPB Section Chief

SOW - Scope of Work

TEC - travel expense claim (form)

USDA – U. S. Department of Agriculture

WIC – Women, Infants and Children. A special supplemental nutrition and education program for low-income pregnant women, women who are breast feeding, and young children within the state of California.

WNL – Within normal limits

ug – Microgram, which is one millionth of a gram

ug/dL – micrograms per deciliter-used to indicate the amount of lead in blood. (also referenced as mcg/dl)

XRF Instrument - X-ray fluorescence instrument. A portable radiation instrument that provides on-site quantitative readings of lead in paint, dust, and soil.

Contractor's Release

Instructions to Contractor:

With final invoice(s) submit one (1) original and one (1) copy. The original must bear the original signature of a person authorized to bind the Contractor. The additional copy may bear photocopied signatures.

Submission of Final Invoice

Pursuant to **contract number** 20-10528 entered into between the California Department of Public Health (CDPH) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via **invoice number(s)** _____, in the **amount(s) of \$** _____ and **dated** _____.
If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced contract.

Repayments Due to Audit Exceptions / Record Retention

By signing this form, Contractor acknowledges that expenses authorized for reimbursement does not guarantee final allowability of said expenses. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment will be refunded to the State.

All expense and accounting records related to the above referenced contract must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said contract.

Recycled Product Use Certification

By signing this form, Contractor certifies under penalty of perjury that a minimum of 0% unless otherwise specified in writing of post consumer material, as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether it meets the requirements of Public Contract Code Section 12209. Contractor specifies that printer or duplication cartridges offered or sold to the State comply with the requirements of Section 12156(e).

Reminder to Return State Equipment/Property (If Applicable)

(Applies only if equipment was provided by CDPH or purchased with or reimbursed by contract funds)

Unless CDPH has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another CDPH agreement, Contractor agrees to promptly initiate arrangements to account for and return said equipment to CDPH, at CDPH's expense, if said equipment has not passed its useful life expectancy as defined in the above referenced contract.

Patents / Other Issues

By signing this form, Contractor further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced contract, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

ONLY SIGN AND DATE THIS DOCUMENT WHEN ATTACHING IT TO THE FINAL INVOICE

Contractor's Legal Name (as on contract): County of Los Angeles

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

Distribution: Accounting (Original) Program