



DEPARTMENT OF HEALTH SERVICES
REQUEST FOR PROPOSALS FOR A
COST ACCOUNTING AND DECISION SUPPORT SYSTEM
AND RELATED SERVICES

#CADSS2019

SEPTEMBER 2019

Prepared by
Contracts and Grants Division

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LIST OF APPENDICES

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- Appendix B Confidentiality Agreement
- Appendix C Evaluation Criteria
- Appendix D Overview of LA DHS Technology Infrastructure
- Appendix E Functional Requirements
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- Appendix M Pricing
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- Appendix N Minimum Mandatory Requirements
 - Appendix N.RF Data Element Sources and Requirements
 - Appendix N.1 Minimum Mandatory Requirements Proposal Checklist
- Appendix O Detailed RFP Requirements Proposal Checklist

1. INTRODUCTION

The Los Angeles County (“County”) Department of Health Services (“DHS” or “Department”) is issuing this Request for Proposals (“RFP”) to solicit proposals for an Agreement with an entity who can provide a system to deliver cost accounting and decision support functionality (a) consisting of Licensed Software, Hardware, and Services, including, but not limited to, Implementation Services, Hosting Services, Support Services, training, and other professional services (collectively referred to as “**CADS System**” or “**CADS**”), as each element of the CADS System is defined in this RFP for Cost Accounting and Decision Support System and Services (“**RFP**”), and (b) meeting the requirements of this RFP

The CADS System is required 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. Required features and functions of the CADS System are set forth throughout this RFP. When used herein, the term “RFP” includes the body of this RFP and any and all Appendices, Exhibits, and Addenda.

DHS’ Business Objectives for procuring the CADS System is set forth in Appendix J (Required Agreement) and Section 1.1 (Core Business Capabilities).

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 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.

Your organization, among others, is invited to submit a proposal on a competitive basis in the format required by this RFP. In this RFP and your response, the term “**Proposer**” shall refer to any vendor responding to this RFP with a proposal (“**Proposal**”) and, ultimately, the selected Contractor for the - CADS System. When used herein, the term “Proposal” includes all subparts, including the Minimum Mandatory Requirements Proposal, the RFP Requirements Proposal and the Price Proposal.

Proposer is expected to include the members of the proposed implementation team in the Proposal preparation and negotiation process and should confirm in its response that it is doing so.

1.1 CORE BUSINESS CAPABILITIES

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, and validate budget assumptions, and track budget compliance across various health care facilities, patient populations, and services. To achieve this, DHS requires a solution that will allow DHS to meet its goals as further described in this Section 1.1 (Core Business Capabilities):

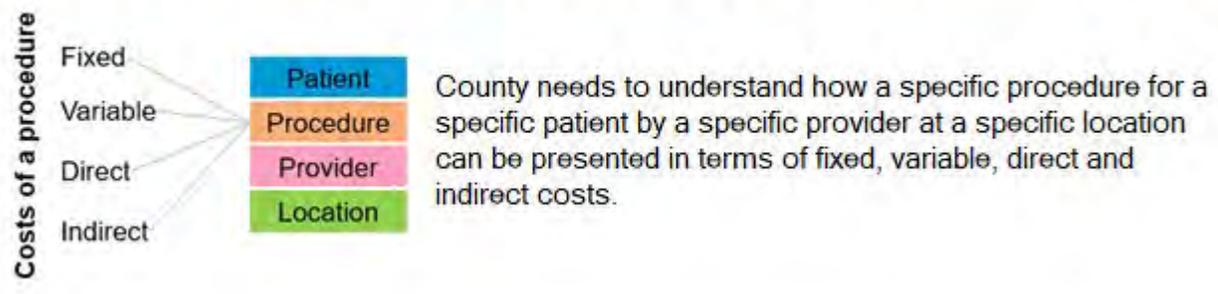
1.1.1 Understanding the Cost Structure

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. Understanding 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 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.

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 across Patients, Procedures, Providers and Locations

Comparison of costs across Patients, Procedures, Providers and Locations

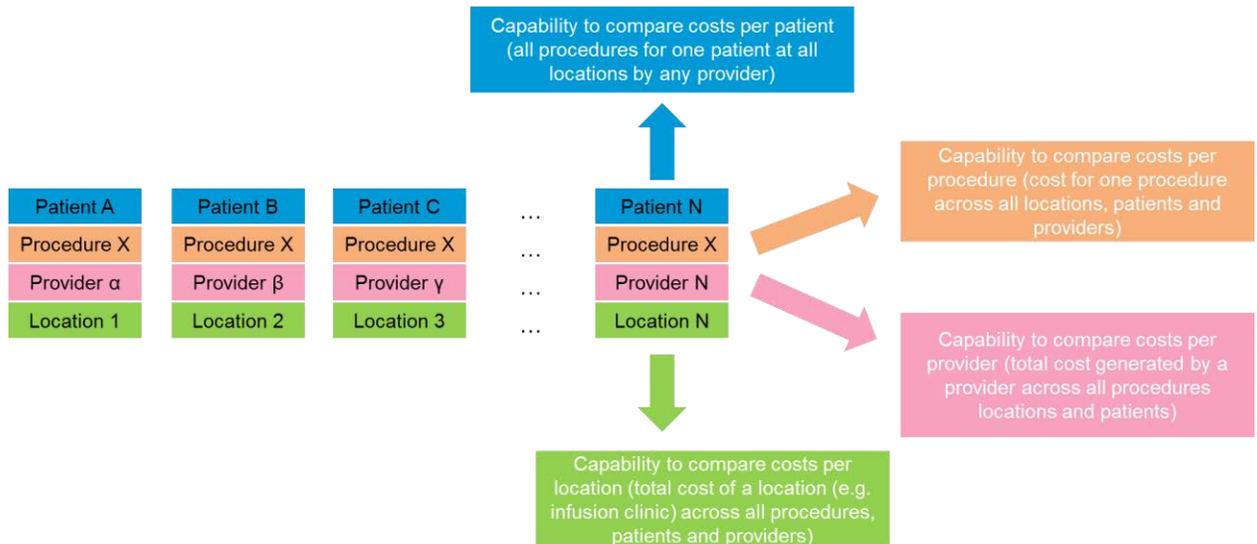
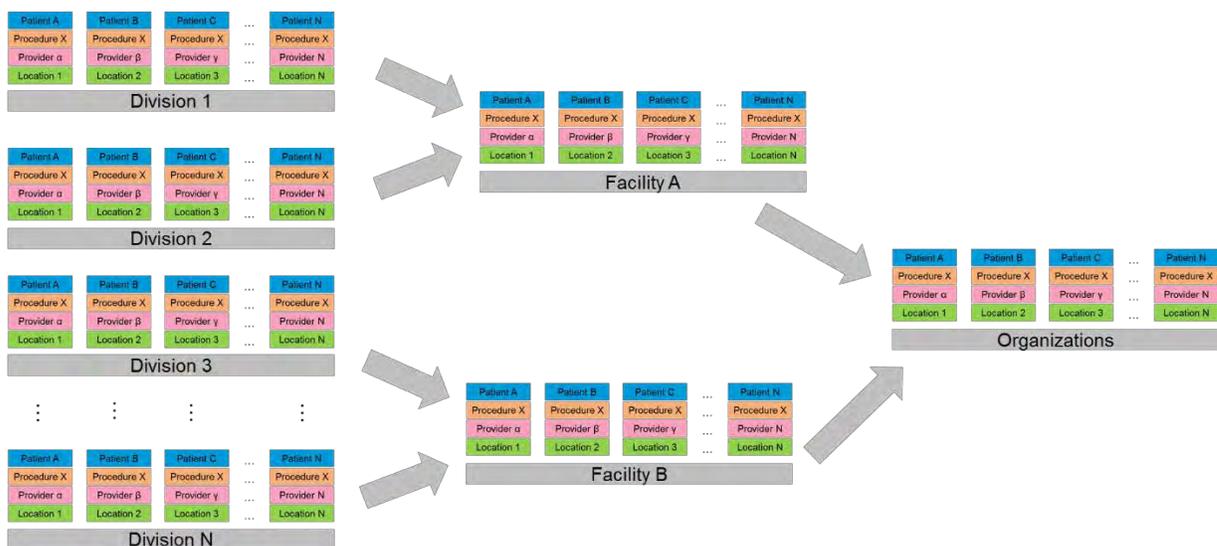


Figure 3. Capability to roll up costs to the Organizational Level

Capability to roll up costs to the Organization Level



1.1.2 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 develop 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).

The core business functionalities and capabilities that DHS seeks in this RFP are contained in Appendix E (Functional Requirements). DHS expects that the proposed solution will have the necessary modules and capabilities to support the required functionality contained in Appendix E (Functional Requirements). DHS may opt to implement optional functions or modules providing the desired or required functionality in order to carry out future health and financial analysis and tracking.

1.2 CONSTRUCTION OF TERMS

In construing the terms of this RFP, the following rules shall apply:

1. Singular nouns and phrases incorporating them (e.g., referring to objects, persons, events, or otherwise) shall be construed to also include the plural, except where reference to a single item is implied or necessary pursuant to the context of the word or phrase in question and except as otherwise expressly stated for particular defined terms, specified in the Required Agreement. Plural nouns and phrases incorporating them shall be construed to also include the singular, except where reference to multiple items is implied or necessary pursuant to the context of the word or phrase in question and except as otherwise expressly stated for particular defined terms, set forth in the Required Agreement.
2. Any use of the masculine gender shall be construed to include the feminine and vice versa.
3. Examples provided by using words and phrases, such as “including”, “include”, “includes”, or “e.g.” shall not be construed as limiting the term clarified thereby. For example, “including” shall be construed as “including, but not limited to.”

4. References in this RFP to federal, State, County and/or other governmental laws, rules, regulations, ordinances, guidelines, directives, policies, and/or procedures shall mean such laws, rules, regulations, ordinances, guidelines, directives, policies, and/or procedures as they currently exist or hereafter may be amended from time-to-time.
5. Unless expressly stated otherwise, all approvals, consents, or determinations by or on behalf of County under this RFP may be given or withheld in the sole discretion or judgment of the person or entity authorized to provide or make such approval, consent, or determination.
6. Capitalized terms not otherwise defined in the body of this RFP will have the meanings set forth in the Required Agreement (see Appendix J (Required Agreement) and Exhibit G (Glossary) of Appendix J (Required Agreement)).

1.3 RFP OVERVIEW

This RFP establishes the criteria and procedures for submitting Proposals in response to the RFP. It is the duty of each Proposer to thoroughly review the entire RFP, including all Appendices, Exhibits, and Addenda thereto, for terms, conditions, and requirements that are included throughout this RFP, including the Required Agreement.

The evaluation of Proposals is a two-phased process described in Section 8 (Proposal Evaluation and Contractor Selection). In Phase 1, Proposer will provide a Minimum Mandatory Requirements Proposal which will be evaluated by County. Only those Proposers who are notified in writing by County as having passed Phase 1 (Minimum Mandatory Requirements Proposals) will be allowed to advance and provide a response for Phase 2 (Evaluation of Detailed RFP Requirements Proposals and Price Proposals) of the evaluation process. A summary of the documents and forms that Proposer's are required to complete for both Phase 1 (Minimum Mandatory Requirements Proposal) and Phase 2 (Detailed RFP requirements Proposals and Price Proposals) are provided in Appendix N.1 (Minimum Mandatory Requirements Proposal Checklist) and Appendix O (Detailed RFP Requirements Proposal Checklist).

Before submitting Phase 1 (Minimum Mandatory Requirements Proposal), Proposers are expected to have reviewed this entire RFP and the supporting documents. Because of the County's schedule for the response to the RFP, Proposers are encouraged to think about how they will respond to Phase 2 (Detailed RFP Requirements Proposals and Price Proposals) while developing their submission for Phase 1 (Minimum Mandatory Requirements Proposal).

County may, at its sole discretion, cancel this RFP and reject all submissions. County shall not be liable for any costs incurred by any Proposer in connection with the preparation, submission, or presentation of any Proposal.

Any County recommendation as to selection of a Contractor is subject to the approval by the County's Board of Supervisors (the "**Board**") for County to enter into an agreement ("**Agreement**") with one (1) prime contractor for the CADS System as described in this RFP.

1.4 SCHEDULE OF EVENTS

The following schedule sets forth key events and completion dates in the procurement and contracting process. As part of its participation in the Contractor selection process, each Proposer acknowledges, agrees, and commits to adhere to the key events and completion dates set forth in Table 1 below.

Table 1 – Schedule of Events

Event	Date
Release of Cost Accounting RFP	September 9, 2019
Deadline for Request for Solicitation Requirements Review	9:00 AM PT; September 19, 2019
Deadline for Written Questions for Proposal Submission	9:00 AM PT; September 23, 2019
Responses to Written Questions for Proposal Submission Completed	September 30, 2019
Due Date for Proposal Submission Phase 1 (Submission of Minimum Mandatory Requirements Proposal)	9:00 AM PT; October 7, 2019
County to notify Proposers that have passed Phase 1 (Evaluation of Minimum Mandatory Requirements Proposals) and that are invited to respond to Phase 2 (Evaluation of Detailed RFP Requirements Proposals and Price Proposals)	October 28, 2019
Due Date for Proposal Submission Phase 2 (Submission of Detailed RFP Requirements Proposal and Price Proposal)	9:00 AM PT; November 19, 2019

These dates may be changed at any time as determined by County without liability. The County will implement any date changes to this RFP through an authorized written Addendum. Should the Proposer fail to comply with activities or adhere to the dates indicated in this Section 1.4 (Schedule of Events) or any Addendum to this RFP, such failure may be deemed as Proposer’s withdrawal from the RFP process.

1.5 ORGANIZATION OF THE RFP

The RFP, including all Appendices and Exhibits, sets forth County requirements for the CADS System. Should this RFP require any changes, as determined by County, an Addendum to the RFP will be released.

The County has the right to amend the RFP by written Addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written Addenda thereto. Such Addendum shall be made available in the DHS Contracts and Grants Portal at <http://cg.dhs.lacounty.gov>. Should such Addendum require additional information not previously requested, failure to address the requirements of such Addendum may result in the Proposal not being considered, as determined in the County’s sole discretion. The County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

The RFP is organized in eight (8) major Sections, as provided below:

- Section 1 Introduction
- Section 2 Background of the Los Angeles County Department of Health Services
- Section 3 General Conditions
- Section 4 Proposal Requirements
- Section 5 Minimum Mandatory Requirements
- Section 6 Detailed RFP Requirements

Section 7	Price Proposal
Section 8	Proposal Evaluation and Contractor Selection

1.6 COST ACCOUNTING AND DECISION SUPPORT SERVICES DESCRIPTION

The description of the CADS System is detailed throughout this RFP, including the Appendices.

County requires the selected Proposer to take the lead in the implementation of the CADS System and Services. Specifically, Proposer's staff will need to provide all (a) of the Implementation Services to install and configure the CADS System and Services (other than making decisions requiring specific knowledge of County operations) and (b) project management and leadership and Proposer's Best Practices and tools to lead and effectively extract necessary inputs from County staff to complete any data migration, interfaces, testing, training, and to facilitate and manage business process changes.

The role of County business staff will be to provide subject matter expertise to the Proposer through the implementation process, relying on the Proposer's extensive experience in implementing the CADS System and Services in similar settings. The proposed implementation plan should reflect the requirements and assumptions of this Section 1.6 (Cost Accounting and Budgeting Functionality Services Description). The Proposer is required to propose a project schedule and phasing that best meets County's needs. County requires the dates for Key Deliverables and Milestones, and detailed task level descriptions within each Milestone. A resource loaded and detailed task level Microsoft Project Plan must be agreed to before an Agreement is presented to the Board for approval.

2. BACKGROUND ON THE LOS ANGELES COUNTY DEPARTMENT OF HEALTH SERVICES

The mission of DHS is 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. At its core, DHS serves a low-income population in which it seeks to be a provider of choice for those patients with health insurance and serves as a "safety net" health care provider for the uninsured.

DHS is the second largest municipal health system in the nation. Through an integrated system of 19 health centers and four hospitals – and through partnerships with community-based clinics -- DHS annually cares for about 600,000 unique patients, employs over 22,000 staff, and has an annual operating budget of \$4.3 billion.

DHS provides healthcare to youth in the juvenile justice system, to inmates in County jails and to children in foster care. Through academic affiliations with the University of Southern California (USC) and the University of California, Los Angeles (UCLA), DHS hospitals are training sites for physicians completing their Graduate Medical Education in nearly every medical specialty and subspecialty. DHS also runs the Emergency Medical Services (EMS) Agency and the County's 911 emergency response system.

Through the Housing for Health program, DHS aims to build 10,000 supportive housing units for chronically homeless individuals. The DHS Office of Diversion and Re-entry works with a variety of stakeholders to divert low-level offenders away from jails and into community-based treatment to reduce recidivism and improve health outcomes.

DHS, along with the Los Angeles County Departments of Public Health and Mental Health, are now integrated under a Health Agency model to improve health and wellness across the County through programs that promote healthy people living in healthy communities.

In the most recent fiscal year, DHS provided care to over 579,000 unique patients. Services included over 2 million outpatient visits, 328,000 emergency department visits and 70,000 inpatient discharges. Of the individuals served by DHS, approximately 65% were uninsured, 25% were Medicaid beneficiaries, 4% were Medicare beneficiaries, and 6% had third-party insurance. The patient population is diverse, with approximately 65% of patients identifying as Hispanic, 16% as Black, 11% as White, and 6% as Asian/Pacific Islander. About 50% of patients speak a primary language other than English.

3. GENERAL CONDITIONS

In this Section 3 (General Conditions) are the general terms and conditions applicable to this RFP.

3.1 FORMAL SOLICITATION

Notwithstanding any other provision of this RFP, this RFP is a solicitation for Proposals only and is not an offer to enter into a contract. This RFP is not, and shall not be, considered an “agreement to negotiate.” This RFP in no way constitutes an agreement between County and any Proposer or recipient of this RFP. No agreement or other binding obligation on County is implied or will occur unless and until a valid and binding Agreement is approved by the Board, as further specified in Section 3.6 (Formal Board Approval of Agreement).

Notwithstanding a recommendation of a department, agency, individual, or other person or entity, County’s Board retains the right to exercise its judgment concerning the selection of any Proposal and the terms of any resultant Agreement. The Board is the ultimate decision-making body and makes the final determinations necessary to arrive at a decision to award, or not to award, an Agreement.

3.2 COUNTY CONTACT AND RFP COMMUNICATIONS

All contacts regarding this RFP or any matter relating thereto must be in writing and may be e-mailed as follows:

Name: Christopher Kinney
Title: Contracts Manager
E-mail address: CKinney@dhs.lacounty.gov

If it is discovered that the Proposer contacted and received information from any County personnel, other than the person specified above, regarding this solicitation, County, in its sole determination, may disqualify their proposal from further consideration.

As of the issue date of this RFP and continuing until the final date for submission of Proposals, all County personnel or County agents, except designated County personnel, are specifically directed not to hold meetings, conferences, or technical discussions with prospective Proposers pertaining to this RFP. Any Proposer found to be acting in any way contrary to this directive may be disqualified from entering into any Agreement that may result from this RFP.

3.3 PROPOSAL SUBMISSION DEADLINES

Each Proposer is solely responsible to ensure that both Phase 1 (Minimum Mandatory Requirements Proposals) and Phase 2 (Detailed RFP Requirements Proposals and Price Proposals) of its Proposal are received by County before the respective submission deadlines indicated in

Section 1.4 (Schedule of Events), unless specifically extended by County through an Addendum to the RFP. Each Proposer shall bear all risks associated with delays in the United States Postal Service or other delivery services.

Proposals received after the applicable scheduled closing date and time for receipt of Proposals shall not be considered. Refer to Section 4 (Proposal Requirements) of this RFP for complete instructions on the content, format, sequence, and submission of Proposals.

3.4 WRITTEN QUESTIONS AND ANSWERS

County will accept written questions from Proposers effective with the release of this RFP until the deadline for written questions submission as specified in Section 1.4 (Schedule of Events).

There will only be one opportunity for Proposers to submit written questions for both Phase 1 (Minimum Mandatory Requirements Proposals) and Phase 2 (Detailed RFP Requirements Proposals and Price Proposals). Thus, prior to the deadline for the submission of written questions, Proposers are invited to submit written questions to the County that address both the Phase 1 (Minimum Mandatory Requirements Proposals) and Phase 2 (Detailed RFP Requirements Proposals and Price Proposals).

All questions shall be submitted by e-mail to County Contact at the e-mail address shown in Section 3.2 (County Contact and RFP Communications).

Proposer shall include Proposer's company name, and contact person's name, title, e-mail address, physical address, and telephone number when submitting questions. The subject of the e-mail shall be as follows:

"RFP for Cost Accounting and Decision Support System and Services (#CADSS2019) – Questions"

Proposers may submit questions requesting clarification of specific information contained in the RFP. Questions referencing the RFP must include section number(s), section title(s), and page number(s). Proposers may also submit questions requesting additional information not addressed in the RFP, to which County will respond at its sole discretion. County reserves the right to group similar questions when providing answers.

All questions submitted will be compiled without identifying the submitting Proposers and, along with the appropriate answers, will be made available in the DHS Contracts and Grants Portal at <http://cg.dhs.lacounty.gov> when responses to written questions are scheduled to be completed (see Section 1.4 (Schedule of Events)) and may also, as determined by County, be included in an Addendum to this RFP.

3.5 CERTAIN RIGHTS OF COUNTY

3.5.1 Proposal Signature

Proposals signed by any person other than 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. In addition, all persons signing on behalf of the Proposer are required to warrant that they are authorized to sign for and on behalf of the Proposer, or, the Proposal shall be rejected.

Only one Proposal per partnership, corporation, limited liability company, or association under the same or different names shall be considered. Notwithstanding the foregoing, a

partnership, corporation, limited liability company, or association may be submitted as a subcontractor under multiple Proposals.

3.5.2 Cost of Proposal Preparation

Each Proposer shall be solely responsible for all costs and expenses that it may incur in preparing, submitting, and presenting a Proposal to this RFP. County is not and shall not be responsible in any way for any costs or expenses incurred by any Proposer in the preparation, submission, or presentation of a Proposal in response to this RFP or for the costs incurred during the period of County's evaluation of the Proposal following receipt thereof by County, or negotiation of a potential final Agreement regardless of whether one has been awarded to the Proposer.

3.5.3 Amendment to RFP

County reserves the right to amend, supplement, modify, or otherwise change any provision or part of this RFP, and/or the required schedule of events at any time prior to execution of a final written Agreement between County and the successful Proposer, without any liability or obligation to Proposer. Any such change shall be in the form of an Addendum to this RFP, except for changes to Appendix J (Required Agreement) approved by County. Each Addendum shall become part of this RFP and shall become part of any resultant Agreement. Each Addendum shall be made available to each person or organization that County records indicate has received this RFP. Should any Addendum require from Proposer additional information not previously requested, a Proposal's failure to address the requirements of such Addendum may result in the elimination of the Proposal for consideration.

3.5.4 Waivers

The County may elect to waive any informality in a proposal if the sum and substance of the proposal is present.

3.5.5 Simultaneous Negotiations

County will accept no requests for exclusivity during the evaluation process. County reserves the right to solicit Proposals and quotations from, and to conduct negotiations with, multiple Proposers for the CADS System described in this RFP.

County also reserves the right to enter into simultaneous negotiations with more than one Proposer and to terminate simultaneous negotiations with any Proposer with which it is negotiating, at any time.

3.5.6 County Option to Reject Proposals and/or Cancel Solicitation

County may, at its sole discretion, reject any or all proposals submitted in response to this RFP and/or cancel this solicitation at any time, with or without cause. County shall not be liable for any costs incurred by the Proposer in connection with the preparation and submission of any proposal.

3.6 FORMAL BOARD APPROVAL OF AGREEMENT

Notwithstanding a recommendation of a Department, agency, individual, or other, the Board of Supervisors retains the right to exercise its judgment concerning the selection of a proposal and the terms of any resultant Agreement, and to determine which proposal best serves County's

interests. The Board is the ultimate decision making body and makes the final determinations necessary to arrive at a decision to award, or not award, an Agreement.

3.7 TERM

The term of the resultant Agreement shall be as specified in Section 1 (Term) of Appendix J (Required Agreement).

3.8 NOTICE TO PROPOSERS REGARDING THE PUBLIC RECORDS ACT

Responses to this solicitation shall become the exclusive property of the County. Absent extraordinary circumstances, the recommended Proposer's Proposal will become a matter of public record when (a) contract negotiations are complete; (b) DHS receives a letter from the recommended Proposer's authorized officer that the negotiated contract is the firm offer of the recommended Proposer; and (c) DHS releases a copy of the recommended Proposer's Proposal in response to a Notice of Intent to Request a Proposed Contractor Selection Review under Board Policy No. 5.055.

Notwithstanding the above, absent extraordinary circumstances, all Proposals will become a matter of public record when the Department's Proposer recommendation appears on the Board agenda.

Exceptions to disclosure are those parts or portions of all Proposals that are justifiably defined as business or trade secrets, and plainly marked by the Proposer as "Trade Secret," "Confidential," or "Proprietary."

County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. ***A blanket statement of confidentiality or the marking of each page of the Proposal as confidential shall not be deemed sufficient notice of exception. The Proposers must specifically label only those provisions of their respective Proposal which are "Trade Secrets," "Confidential," or "Proprietary" in nature.***

3.9 FIRM OFFER

A Proposer may, without prejudice to itself, withdraw or modify its response to this RFP by written request, provided that the request is received by the County Contact prior to the applicable Proposal submission deadline. Following its withdrawal, the Proposer may submit a new response, provided, that the submission is in accordance with Section 4.4 (Error Corrections Requirement) and delivery is effected prior to the applicable Proposal submission deadline.

All Proposals shall be firm offers and shall not be withdrawn for twenty-four (24) months from Proposal submission or the conclusion of good faith negotiations of the Required Agreement or whichever is later.

3.10 PROPOSERS' PRECAUTIONS

To be evaluated, Proposals submitted in response to this RFP must comply with the requirements set forth in this RFP, including the content, sequence, and format requirements for Proposals in Section 4 (Proposal Requirements) of this RFP.

The failure of a Proposer to comply fully with the requirements set forth in this RFP, including the content, sequence, and format requirements in such Section 4 (Proposal Requirements), may eliminate the Proposer's Proposal from further consideration.

Each Proposer, by responding to this RFP, represents that it has the capabilities and personnel necessary to provide the required CADS System within the time schedule constraints as outlined in this RFP.

Each Proposer shall ensure that its Proposal contains all the information requested in this RFP. Failure to meet any of the minimum requirements set forth in the RFP shall be grounds for disqualification. Submission of a Proposal shall constitute Proposer's permission for County or its agents to verify all information provided.

All Proposals, information, and responses submitted by a Proposer, or complete parts thereof, may be incorporated into and made a part of any final Agreement between County and the successful Proposer (see Appendix J (Required Agreement)). Accordingly, Proposers shall not submit materials that include representations, statements, or facts that Proposer is not willing to have incorporated into the Agreement. County will rely on the content of Proposer's Proposal in making its selection of Contractor and in entering into contract negotiations.

3.11 GRATUITIES

It is improper for any County officer, employee, or agent to solicit consideration, in any form, from a Proposer with the implication, suggestion, or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of any resultant Agreement or that the Proposer's failure to provide such consideration may negatively affect County's consideration of the Proposer's submission. A Proposer shall not offer or give, either, directly or through an intermediary, consideration in any form to a County officer, employee, or agent, for the purpose of securing favorable treatment with respect to the award of any resultant Agreement.

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

A Proposer shall immediately report any attempt by a County officer, employee, or agent 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 Auditor-Controller's Employee Fraud Hotline at (800) 544-6861 or <http://fraud.lacounty.gov>. Failure to report such a solicitation may result in the Proposer's submission being eliminated from consideration.

3.12 DETERMINATION OF PROPOSER RESPONSIBILITY

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

Proposers are hereby notified that, in accordance with Chapter 2.202 (Determinations of Contractor Non-Responsibility and Contractor Debarment) of the County Code, County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any contracts, including County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault of the subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.

County may declare a Proposer to be non-responsible for purposes of any resultant Agreement if the Board, in its sole discretion, finds that the Proposer has done any of the following: (a) violated

a term of a contract with County or a nonprofit corporation created by County; (b) committed an act or omission which negatively reflects on the Proposer'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; (c) committed an act or omission which indicates a lack of business integrity or business honesty; or (d) made or submitted a false claim against County or any other public entity.

If there is evidence that the highest ranked Proposer may not be responsible, County shall notify the Proposer in writing of the evidence relating to the Proposer's responsibility, and its intention to recommend to the Board that the Proposer be found not responsible. County shall provide the Proposer with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence that is the basis for County's recommendation.

If the Proposer presents evidence in rebuttal to County, County shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board. The final decision concerning the responsibility of the Proposer shall reside with the Board.

These terms shall also apply to proposed subcontractors of Proposers on County contracts.

3.13 PROPOSER DEBARMENT

Proposer is hereby notified that, in accordance with Chapter 2.202 (Determinations of Contractor Non-Responsibility and Contractor Debarment) of County Code, County may debar Proposer from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, not to exceed five (5) years unless warranted by the circumstances (in which case it may be permanent). County may terminate any or all of the Proposer's existing agreements with County, if the Board finds, in its discretion, that Proposer has done any of the following: (a) violated a term of an agreement with County or a nonprofit corporation created by County; (b) committed an act or omission which negatively reflects on the Proposer'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; (c) committed an act or offense which indicates a lack of business integrity or business honesty; or (d) made or submitted a false claim against County or any other public entity.

If there is evidence that the highest ranked Proposer may be subject to debarment, County will notify Proposer of the evidence that is the basis for the proposed debarment, and shall advise Proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Proposer and/or its 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 Proposer should be debarred, and, if so, the appropriate length of time of the debarment. Proposer and County will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

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

If a Proposer has been debarred for a period longer than five (5) years, that Proposer 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. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Proposer has adequately demonstrated one or more of the following: (a) elimination of the grounds for which the debarment was imposed; (b) a bona fide change in ownership or management; (c) material evidence discovered after debarment was imposed; or (d) any other reason that is in the County's best interests.

The Contractor Hearing Board will consider requests for review of a debarment determination only where: (a) the Proposer has been debarred for a period of five (5) years or longer; and (b) 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.

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. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

These terms shall also apply to proposed subcontractors of Proposers on County contracts. A current listing of County's debarred contractors can be found at:

<https://doingbusiness.lacounty.gov/listing-of-contractors-debarred-in-los-angeles-county/>

3.14 CONFIDENTIALITY

Proposer will be required to sign and submit Appendix B (Confidentiality Agreement) ("**Confidentiality Agreement**") on or before the Due Date for the Submission of Phase 1 (Minimum Mandatory Requirements Proposals). Proposer shall maintain the confidentiality of all materials, data, and records obtained from County under this RFP as provided in the Confidentiality Agreement.

3.15 CONFLICT OF INTEREST

Any individual, firm, or subsidiary thereof, which, under agreement, assists a County department in developing or preparing this RFP, is prohibited from submitting a Proposal in response to this RFP. Any potential conflicts of interest that are known to the Proposer must be disclosed for consideration and determination of any significant conflict by County. Failure to disclose may be grounds for disqualification during procurement or for termination of contract under any resultant Agreement.

No County employee whose position in County enables him or her to influence the selection of Contractor for this RFP, or any competing RFP, nor any spouse or economic dependent of such employee, shall be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of Contractor.

3.16 MANDATORY REQUIREMENT TO REGISTER ON LOS ANGELES COUNTY'S WEBVEN

Prior to the Agreement award, all potential contractors shall register on Los Angeles County's WebVen. The WebVen contains the contractor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing County's home page at: <http://camisvr.co.la.ca.us/webven/>

3.17 JURY SERVICE PROGRAM

Proposer is subject to the requirements of County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (County Code, Chapter 2.203 (Contractor Employee Jury Service)). Proposers should carefully read the Jury Service Ordinance (Appendix L.3 (Contractor Employee Jury Service)), and the pertinent jury service provisions of Section 30.6 (Compliance with County's Jury Service Program) of Appendix J (Required Agreement), both of which are incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both Contractors and their subcontractors. Proposals that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

- (a) The Jury Service Program requires Contractors and their subcontractors to 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. For purposes of the Jury Service Program, "employee" means any California resident who is a full time employee of a Contractor and "full time" means forty (40) hours or more worked per week, or a lesser number of hours if:
 - (i) The lesser number is a recognized industry standard as determined by County, or
 - (ii) Contractor has a long standing practice that defines the lesser number of hours as full time. Therefore, the Jury Service Program applies to all of Contractor's full time California employees, even those not working specifically on County's project. 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.

- (b) There are two (2) ways in which a Contractor might not be subject to the Jury Service Program:
 1. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor." The Program defines "Contractor" to mean a person, partnership, corporation, or other entity which has a contract with County or a Subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any twelve (12) month period under one or more County contracts or subcontracts.
 2. The second is if the Contractor meets one (1) of the two (2) exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have: (i) ten (10) or fewer employees; (ii) annual gross revenue in the preceding twelve (12) months which, if added to the annual amount of the Agreement is less than \$500,000; and (iii) is not an "Affiliate or subsidiary of a business dominant in its field of operation." The second exception applies to Contractors that possess a collective bargaining

agreement that expressly supersedes the provisions of the Jury Service Program. Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

3. If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then Contractor shall so indicate on Exhibit K.1 (Company's Organization Questionnaire and Affidavit) of Appendix K (County Required Forms), and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. On reviewing the Contractor's application, County will determine, in its sole discretion, whether Contractor falls within the definition of "Contractor" or meets any of the exceptions to the Jury Service Program. County's decision will be final.

3.18 COUNTY'S QUALITY ASSURANCE PLAN

After the Agreement award, County or its agent will evaluate the Contractor's performance under the Agreement on a periodic basis. Such evaluation will include assessing the Contractor's compliance with all Agreement terms and conditions and performance standards. Contractor deficiencies which County determines are severe or continuing and that may jeopardize performance of the Agreement will be reported to the Board. The report will include a description of the improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate the Agreement in whole or in part, or impose other penalties as specified in the Agreement.

3.19 PROTEST PROCESS

Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Proposer may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Section 3.19.1 (Grounds for Review) below. Additionally, any actual Proposer may request a review of a disqualification or of a proposed contract award under such a solicitation, as described respectively in the Sections below. It is the responsibility of the Proposer challenging the decision of a County Department to demonstrate that the Department committed a sufficiently material error in the solicitation process to justify invalidation of a solicitation or a proposed contract award.

Throughout the review process, the County has no obligation to delay or otherwise postpone an award of a contract based on a Proposer protest. In all cases, the County reserves the right to make an award when it is determined to be in the County's best interest to do so.

3.19.1 Grounds for Review

Unless State or federal statutes or regulations otherwise provide, the grounds for review of a solicitation for a Board-approved services contract provided for under Board Policy No. 5.055 (Services Contract Solicitation Protest) are limited to the following:

- Review of Solicitation Requirements (see Section 3.19.2)
- Review of a Disqualified Proposal (see Section 3.19.3)
- Review of County's Proposed Contractor Selection (see Section 3.19.4)

3.19.2 Solicitation Requirements Review

A person or entity may seek a Solicitation Requirements Review by submitting Exhibit L.1 (Request for Proposals (RFP) Transmittal to Request a Solicitation Requirements Review) of Appendix L (County Ordinances and Policies) to the Department conducting the solicitation as described in this Section. A request for a Solicitation Requirements Review may be denied, in the Department's sole discretion, if the request does not satisfy all of the following criteria:

1. The request for a Solicitation Requirements Review is received by 9:00 AM PT; September 19, 2019 ;
2. The request for a Solicitation Requirements Review includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit a proposal;
3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
4. The request for a Solicitation Requirements Review asserts either that:
 - a. Application of the minimum requirements, evaluation criteria, and/or business requirements unfairly disadvantages the person or entity; or
 - b. Due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Proposers.

The Solicitation Requirements Review shall be completed and the Department's determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the proposal due date.

All requests for a Solicitation Requirements Review should be submitted via email to:

Name: Christopher Kinney
Title: Contracts Manager
E-mail address: CKinney@dhs.lacounty.gov

3.19.3 Review of a Disqualified Proposal

Any Proposal may be disqualified from consideration because County determined it was non-responsive at any time during the review/evaluation process. If County determines that a Proposal is disqualified due to non-responsiveness, County shall notify the Proposer in writing.

Upon receipt of the written determination of non-responsiveness, the Proposer may submit a written request for a Disqualification Review within the timeframe specified in the written determination.

A request for a Disqualification Review may, in County's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
2. The request for a Disqualification Review asserts that County's determination of disqualification due to non-responsiveness was erroneous (e.g., factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

The Disqualification Review shall be completed and the determination shall be provided to the requesting Proposer, in writing, prior to the conclusion of the evaluation process.

Proposer can also be disqualified for Paragraph 3.12 Determination of Proposer Responsibility.

3.19.4 Review of County's Proposed Contractor Selection

Throughout the review process, the County has no obligation to delay or otherwise postpone an award of contract based on a Proposer protest. In all cases, the County reserves the right to make an award when it is determined to be in the County's best interest to do so.

3.19.4.1 Departmental Debriefing Process

Upon completion of the evaluation, the Department shall notify the remaining Proposers in writing that the Department is entering negotiations with another Proposer(s). Upon receipt of the letter, any non-selected Proposer may submit a written request for a Debriefing within the timeframe specified in the letter. A request for a Debriefing may, in County's sole discretion, be denied if the request is not received within the specified timeframe.

The purpose of the Debriefing is to compare the requesting Proposer's response to the solicitation document with the evaluation document. The requesting Proposer shall be debriefed only on its response. Because contract negotiations are not yet complete, responses from other Proposers shall not be discussed, although the Department may inform the requesting Proposer of its relative ranking.

During or following the Debriefing, the Department will instruct the requesting Proposer of the manner and timeframe in which the requesting Proposer must notify the Department of its intent to request a Proposed Contractor Selection Review (see Section 3.19.4.2 (Proposed Contractor Selection Review) below), if the requesting Proposer is not satisfied with the results of the Debriefing.

3.19.4.2 Proposed Contractor Selection Review

Any Proposer that has timely submitted a notice of its intent to request a Proposed Contractor Selection Review as described in this Section may submit a written request for a Proposed Contractor Selection Review, in the manner and timeframe as shall be specified by the Department.

A request for a Proposed Contractor Selection Review may, in the Department's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by the Department);
2. The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:
 - a. The Department materially failed to follow procedures specified in its solicitation document. This includes:
 - i. Failure to correctly apply the standards for reviewing the Proposal format requirements.
 - ii. Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the Proposals as specified in the solicitation document.

- iii. Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
 - b. The Department made identifiable mathematical or other errors in evaluating Proposals, resulting in the Proposer receiving an incorrect score and not being selected as the recommended contractor.
 - c. A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.
 - d. Another basis for review as provided by state or federal law; and
3. The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for the Department's alleged failure, the Proposer would have been the lowest cost, responsive and responsible bid, or the highest-scored Proposal, as the case may be.

Upon completing the Proposed Contractor Selection Review, the County's representative shall issue a written decision to the Proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the Agreement award recommendation is to be heard by the Board. The written decision shall additionally instruct the Proposer of the manner and timeframe for requesting a County Independent Review (see Section 3.19.4.3 (County Independent Review Process) below).

3.19.4.3 County Independent Review Process

Any Proposer that is not satisfied with the results of the Proposed Contractor Selection Review may submit a written request for a County Independent Review in the manner and timeframe specified by the Department in the Department's written decision regarding the Proposed Contractor Selection Review.

A request for a County Independent Review may, in the County's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The request for a County Independent Review is submitted timely (i.e., by the date and time specified by the Department); and
2. The person or entity requesting review by a County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review as listed in Section 3.19.4.2 (Review of Solicitation Requirements) above.

Upon completion of the County Independent Review, the Internal Services Department will forward the report to the Department, which will provide a copy to the Proposer.

3.20 NOTIFICATION TO COUNTY OF PENDING ACQUISITIONS/MERGERS BY PROPOSING COMPANY

Proposer shall notify County of any pending acquisitions/mergers of its company. This information shall be provided by Proposer on Exhibit K.1 (Company's Organization Questionnaire and Affidavit) of Appendix K (Required Forms). Failure of Proposer to provide this information may eliminate its Proposal from any further consideration.

3.21 DOING BUSINESS WITH THE COUNTY

3.21.1 Small Businesses

The County has multiple programs that address small businesses. The Board of Supervisors encourages small business participation in the County's contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for small businesses to compete for our business. The County's Policy on Doing Business with Small Business is stated in Exhibit L.2 (County of L.A. Policy on Doing Business with Small Business) of Appendix L (County Ordinances and Policies).

The Jury Service Program provides exceptions to this Program if a company qualifies as a Small Business. Further explanation of this Program is provided in Exhibit L.3 (Contractor Employee Jury Service) of Appendix L (County Ordinances and Policies).

The County provides a Local Small Business Enterprise Preference to Small Businesses. This Preference is further explained in Section 3.21.2 (Preferences).

3.21.2 Preferences

The County offers three (3) preferences that the Proposer may apply for. The preferences are listed below. The certification process must be completed prior to requesting a preference in a solicitation. The Proposer may only receive one of these preferences during the solicitation process:

1. The Local Small Business Enterprise Preference Program requires the Company to complete a certification process. This program and how to obtain certification is explained in Paragraph 3.21.3 (Local Small Business Enterprise (LSBE) Preference Program).
2. The Social Enterprise Preference Program requires the Company to complete a certification process. This program and how to obtain certification is explained in Paragraph 3.21.4 (Social Enterprise (SE) Preference Program).
3. The Disabled Veteran Business Enterprise Preference Program requires the Company to complete a certification process. This program and how to obtain certification is explained in Paragraph 3.21.5 (Disabled Veteran Business Enterprise (DVBE) Preference Program).

3.21.3 Local Small Business Enterprise (LSBE) Preference Program

The County will give LSBE preference during the solicitation process to businesses that meet the definition of a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204.030C.2 of the Los Angeles County Code. An LSBE is defined as:

1. A business 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
2. A business certified as a small business enterprise with other certifying agencies pursuant to the Department of Consumer and Business Affairs' (DCBA) 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.

The business must be certified by the DCBA as meeting the requirements set forth above prior to requesting the LSBE Preference in a solicitation.

To apply for certification as an LSBE, businesses should contact the Department of Consumer and Business Affairs at <http://dcba.lacounty.gov>.

Certified LSBEs may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit the Request for Preference Program Consideration, as set forth in Exhibit K.5 of Appendix K (Required Forms), and submit a letter of certification from the DCBA with their proposal.

Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Web site at <https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Office-of-Small-Business-and-Disabled-Veteran-Business-Enterprise/Certification-Program>

3.21.4 Social Enterprise (SE) Preference Program

The County will give preference during the solicitation process to businesses that meet the definition of an SE, consistent with Chapter 2.205 of the Los Angeles County Code. An SE is defined as:

1. A business that qualifies as an SE and has been in operation for at least one (1) year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and
2. A business certified by the Department of Consumer and Business Affairs (DCBA) as an SE.

The DCBA shall certify that an SE meets the criteria set forth above.

Certified SEs may only request the preference if the certification has been completed and certification is affirmed. Businesses must complete and submit the Request for Preference Program Consideration, as set forth in Exhibit K.5 of Appendix K (Required Forms), and submit a letter of certification from the DCBA with their proposal.

Further information on SEs also available on the DCBA's website at: <http://dcba.lacounty.gov>.

3.21.5 Disabled Veteran Business Enterprise (DVBE) Preference Program

The County will give preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with Chapter 2.211 of the Los Angeles County Code. A DVBE is defined as:

1. A business which is certified by the State of California as a DVBE; or
2. A business which is verified as a Service Disabled Veteran Owned Small Business (SDVOSB) by the Veterans Administration; or
3. A business certified as DVBE with other certifying agencies pursuant to the Department of Consumer and Business Affairs' (DCBA) inclusion policy that meets the criteria set forth by the agencies in 1 and 2 above.

The DCBA shall certify that a DVBE is currently certified by the State of California, by the U.S. Department of Veteran Affairs, or is determined by the DCBA' inclusion policy that meets the criteria set forth by the agencies in Subsections 1 or 2 above in this Section 3.21.5 (Disabled Veteran Business Enterprise (DVBE) Preference Program).

Certified DVBEs may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit the Request for Preference Program Consideration, as set forth in Exhibit K.5 of Appendix K (Required Forms), and submit a letter of certification from the DCBA with their proposal.

Information about the State's DVBE certification regulations is found in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Office-of-Small-Business-and-Disabled-Veteran-Business-Enterprise/Certification-Program>

Information on the Department of Veteran Affairs SDVOSB certification regulations is found in the Code of Federal Regulations, 38 C.F.R. Part 74 and is also available on the Department of Veterans Affairs Website at: <https://www.va.gov/osdbu/>.

3.22 INDEMNIFICATION AND INSURANCE

3.22.1 Required Coverage

Contractor shall be required to comply with the Indemnification provision as set forth in Section 23 (Indemnification) of Appendix J (Required Agreement). The Contractor shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts as set forth in the Section 24.4 (Insurance Coverage Requirements) of Appendix J (Required Agreement).

3.23 BACKGROUND AND SECURITY INVESTIGATIONS

Contractor shall be required to comply with the Background and Security Investigations provision as set forth in Section 17.1.12 (Background Checks) of Appendix J (Required Agreement).

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

Pursuant to federal law, the County is prohibited from contracting with parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred or excluded from securing federally funded contracts. At the time of proposal submission, Proposer must submit the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tiered Covered Transactions (2 C.F.R. Part 376), as set forth in Exhibit K.1 (Company's Organization Questionnaire And Affidavit) of Appendix K (Required Forms), attesting that neither it, as an organization, 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. Should the proposal identify prospective subcontractors, or should Proposer intend to use subcontractors in the provision of services under any subsequent contract, Proposer must submit a certification, completed by each subcontractor, attesting that neither the subcontractor, as an organization, 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.

Failure to provide the required certification may eliminate the proposal from consideration.

In the event that Proposer and/or its subcontractor(s) is or are unable to provide the required certification, Proposer instead shall provide a written explanation concerning its and/or its subcontractor's inability to provide the certification. Proposer's written explanation shall describe the specific circumstances concerning the inability to certify. It further shall identify any owner, officer, partner, director, other principal, employees or independent contractors of the Proposer and/or subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Finally, the written explanation shall provide that person's or those

persons' job description(s) and function(s) as they relate to the contract which is being solicited by this Request for Proposals.

The written explanation shall be examined by the County to determine, in its full discretion, whether further consideration of the proposal is appropriate under the federal law.

3.25 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996

Contractor shall be required to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as set forth in Section 19.10 (Compliance with Federal and State Confidentiality Requirements) of Appendix J (Required Agreement), including execution of County's Business Associate Agreement.

3.26 TIME OFF FOR VOTING

The 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 subcontractors 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.

3.27 COUNTY'S COMMITMENT TO ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

On October 4, 2016, the Board approved a motion taking significant steps to protect victims of human trafficking by establishing a zero-tolerance policy on human trafficking. The policy prohibits Contractors engaged in human trafficking from receiving contract awards or performing services under a County Contract.

Contractors are required to comply with the County's Zero Tolerance Policy on Human Trafficking provision as set forth in Section 30.16 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of Appendix J (Required Agreement) for the term of any resultant agreement awarded pursuant to this solicitation.

3.28 DEFAULT METHOD OF PAYMENT: DEIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER (EFT)

The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

Upon contract award or at the request of the A-C and/or the contracting department, the Contractor shall submit a direct deposit authorization request with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

Upon contract award or at any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

3.29 COUNTY'S COMMITMENT TO FAIR CHANCE EMPLOYMENT HIRING PRACTICES

On May 29, 2018, the Board approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (Section 12952).

Contractors are required to comply with requirements under Section 12952 for the term of any resultant agreement awarded pursuant to this solicitation.

4. PROPOSAL REQUIREMENTS

Preparing responses to solicitations for performing work for County requires thoroughness, an ability to identify and articulate all the details necessary to perform the required work, and an evaluation of the personnel requirements and overhead costs for performing any resultant Agreement. When responding, Proposers should make sure that they have responded to all elements of the RFP as specified in this Section 4 (Proposal Requirements). Inadequate, incomplete, or otherwise non-responsive Proposals may result in disqualification or elimination, as determined by County. All Proposals and documents submitted therewith shall be written in the English language. Where appropriate, graphics and diagrams should be presented to demonstrate complex concepts or otherwise improve the comprehension of reviewers.

4.1 TRUTH AND ACCURACY OF REPRESENTATIONS

False, misleading, or deceptive statements in connection with a Proposal shall be sufficient cause for rejection of the Proposal. The evaluation and determination in this area shall be at the County's sole judgment and shall be final.

4.2 PROPOSAL PREPARATION INSTRUCTIONS

Each Proposal must respond clearly and comprehensively to all requirements of the RFP.

4.2.1 Preparing to Respond

Any Proposer planning to submit a response to this RFP is responsible for:

1. Examining all RFP documents, including all Appendices, Exhibits, Addenda, and the Required Agreement, with appropriate care;
2. Reviewing the required documents and forms for Proposer's submission for Phase 1 (Minimum Mandatory Requirements Proposal) as detailed in Appendix N.1 (Minimum Mandatory Requirements Proposal Checklist);
3. Reviewing the required documents and forms for Proposer's submission for Phase 2 (Detailed RFP requirements Proposals and Price Proposals) as detailed in Appendix O (Detailed RFP Requirements Proposal Checklist);
4. Understanding and assuming responsibility for all conditions and RFP provisions which might in any way affect the cost of performance of any work;
5. Performing the necessary diligence and making its own evaluation of information and data contained in this RFP and other information in preparing and submitting its Proposal; and

6. Making all necessary arrangements or inquiries to become fully informed regarding all existing and expected work conditions and matters that might, in any way, affect the cost or the performance of the work.

Any failure to fully investigate the foregoing conditions shall not relieve the Proposer from responsibility for estimating properly the difficulty, extent, or cost of successfully performing the work set forth in this RFP. Failure to fully examine all conditions, RFP provisions, and any and all documents incorporated into or referred to in the RFP will be at the sole risk of the Proposer.

It is each Proposer's responsibility to identify any perceived points of conflict or ambiguity and to request interpretation and/or clarification regarding any language in the RFP.

The Proposer is responsible for performing the necessary diligence and making its own evaluation of information and data contained in this RFP and other information in preparing and submitting its Proposal.

The RFP (including the Appendices, Exhibits, and Addenda) and materials provided by County may include certain assumptions, statements, estimates, and projections provided by, or respecting to, County, including its systems or operations. No representations are made by County as to the accuracy of such assumptions, statements, estimates, or projections.

The Agreement will not contain provisions providing for post-execution due diligence or any related fee, pricing, timing, or service adjustments. The RFP should be read carefully, giving consideration to all of the work requirements, including all equipment and supplies.

All required documents, such as references, information on specified forms, and resumes, must be provided. Responses to this RFP must be made according to the instructions contained in this Section 4 (Proposal Requirements), both for content and sequence. Failure to adhere to these instructions may be cause for rejection of the Proposal. No correction or resubmission shall be accepted after the Proposal submission deadline.

4.2.2 Realistic Proposals

While past experience makes it appear that some Proposers deliberately "bid low to get County's business," County advises against such practice. Every Proposal amount must be sufficient to assure that the Proposer is capable of performing its contractual obligations within the standards specified and of maintaining financial stability. The fixed fee will be strictly adhered to in managing project elements to come in on time and on budget and as it applies to all ongoing Services.

4.2.3 Requirement Modification

If Proposer identifies a requirement that it believes is not worded in a way that maximizes the value Proposer can provide to County, Proposer must (a) respond to the requirement as worded by the County, (b) explain how it believes the requirement can be modified to enhance the value Proposer can provide to County, and (c) provide a separate response to the requirement modified as explained by Proposer in subpart (b).

4.3 PROPOSAL SUBMISSION

There are two (2) stages for the Proposal submission process:

1. Submission of Minimum Mandatory Requirements Proposal (“Proposal Submission Phase 1”)
2. Submission of Detailed RFP Requirements Proposal and Price Proposal (“Proposal Submission Phase 2”)

All Proposers are invited to submit a Minimum Mandatory Requirements Proposal by the due date indicated in Section 1.4 (Schedule of Events). As described in more detail in Section 8 (Proposal Evaluation and Contractor Selection), the Minimum Mandatory Requirements Proposal shall be evaluated to determine compliance with the Minimum Mandatory Requirements as set forth in Appendix N (Minimum Mandatory Requirements). Evaluation of the Minimum Mandatory Requirements Proposal shall be on a Pass/Fail basis, as determined by County. Proposers that fail Phase 1 (Evaluation of Minimum Mandatory Requirements Proposals) will not be invited to participate in Proposal Submission Phase 2 (Detailed RFP Requirements Proposal and Price Proposal). The County may, at its discretion, request clarification or additional information (through the County Contact) from a Proposer to fully determine the Pass/Fail dispensation.

Upon being notified in writing by County that Proposer has passed Phase 1 (Evaluation of Minimum Mandatory Requirements Proposals), Proposer may provide a response for Proposal Submission Phase 2 (Detailed RFP Requirements Proposal and Price Proposal). Only Proposers invited by County to participate in Proposal Submission Phase 2 may submit a Detailed RFP Requirements Proposal and Price Proposal. The due date for Proposal Submission Phase 2 (Detailed RFP Requirements and Price Proposal) is indicated in Section 1.4 (Schedule of Events).

IMPORTANT: The Proposal shall be submitted in the format described herein, both as to sequence and content, as specified in this Section 4.3 (Proposal Submission) and Appendix N (Minimum Mandatory Requirements), and Section 6 (Detailed RFP Requirements). Failure to comply with these provisions may, at the sole discretion of County, result in disqualification of the Proposal.

4.3.1 Minimum Mandatory Requirements Proposal (Proposal Submission Phase 1)

Proposer must submit one (1) original Minimum Mandatory Requirements Proposal and eight (8) hard copies, and two (2) electronic copies in the format specified below on Universal Serial Bus (USB) memory drives, in a separately sealed envelope or box, plainly marked in the upper left-hand corner with the name and address of Proposer and bearing the words “*Minimum Mandatory Requirements Proposal, Cost Accounting and Decision Support System and Services RFP #CADSS2019*”. One of the foregoing electronic copies must contain the complete Minimum Mandatory Requirements Proposal on a USB memory drive. The second electronic copy of the Minimum Mandatory Requirements Proposal, to be provided on a separate USB memory drive, must have confidential and proprietary information redacted by the Proposer such that only public information is readable. Proposer shall ensure that the electronic copies and USB memory drive(s) are free from viruses, spyware, and other similar harmful and destructive code.

4.3.2 Detailed RFP Requirements Proposal and Price Proposal

4.3.2.1 Detailed RFP Requirements Proposal

Proposer must submit one (1) original Detailed RFP Requirements Proposal, eight (8) hard copies, and two (2) electronic copies in the format specified below on Universal Serial Bus (USB) memory drives, in a separately sealed envelope or box, plainly marked in the upper left-hand corner with

the name and address of Proposer and bearing the words “*Detailed RFP Requirements Proposal, Cost Accounting and Decision Support System and Services RFP #CADSS2019*”. One of the foregoing electronic copies must contain the complete Detailed RFP Requirement Proposal on a USB memory drive. The second electronic copy of the Detailed RFP Requirement Proposal, to be provided on a separate USB memory drive, must have confidential and proprietary information redacted by the Proposer such that only public information is readable. Proposer shall ensure that the electronic copies and USB memory drive(s) are free from viruses, spyware, and other similar harmful and destructive code.

4.3.2.2 Price Proposal

Proposer must also submit one (1) original Price Proposal, eight (8) hard copies, and two (2) electronic copies in the format specified below on Universal Serial Bus (USB) memory drives, in a separately sealed envelope or box, plainly marked in the upper left-hand corner with the name and address of Proposer and bearing the words “*Price Proposal, Cost Accounting and Decision Support System and Services RFP #CADSS2019.*” Proposer shall ensure that the electronic copies and USB memory drives are free from viruses, spyware, and other similar harmful and destructive code.

4.3.3 Formatting

Except as expressly requested, Proposer is admonished not to alter any County provided RFP form, exhibit, appendix, addendum, or any information provided either in hardcopy or electronic format. If County determines that Proposer has altered or modified any County provided form or data, County in its sole discretion, may determine the Proposer’s submittal as non-responsive and will not evaluate such Proposal further.

In some cases, the Proposer is asked to create new documents that must be provided as part of its Proposal. All documents created by the Proposer (with the exception of allowable brochures or pre-printed reference materials) should be formatted as follows:

- **Paper size:** 8.5 x 11 inch
- **Font style:** Calibri
- **Font size:** 12 point (except for footnotes, headers, or footers)
- **Maximum number of pages:** as specified for each document below (single-sided printing)
- **Electronic Files:** all electronic files submitted should be created (or fully compatible) with any of the following software suites or packages: Microsoft (MS) Office 2013 or later version or Adobe Portable Document Format (PDF). Whenever a PDF file is submitted, upon County’s request, Proposer agrees to provide a corresponding Microsoft Word / Excel version of such document if available.
- **Ready for printing:** all electronic files submitted will be pre-formatted for printing.

For the Proposal Submission Phase 1, the Minimum Mandatory Requirements Proposal shall be delivered or mailed to the County Contact at the address set forth below in this Section 4.3.3 (Formatting).

For the Proposal Submission Phase 2, the complete Proposal and all copies shall be sealed together in one outer package or box, and shall be delivered or mailed to the County Contact at the address set forth below:

Christopher Kinney
Contracts Manager
313 North Figueroa St., 6th Floor West, #604 Los Angeles, CA 90012
Phone Number: (213) 288-8862
Office Hours: Monday-Friday 8:00 a.m. to 5:00 p.m.

It is the sole responsibility of each Proposer to ensure that its Proposal is received on or before the submission deadlines. Proposer shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Postal Service or other mail or package delivery services. Any Proposals received after the Proposal submission deadlines set forth in Section 3.3 (Proposal Submission Deadlines) will not be considered. Timely hand-delivered Proposals are acceptable. ***No facsimile (fax) or electronic mail (e-mail) copies will be accepted.***

4.4 ERROR CORRECTIONS REQUIREMENT

If Proposer realizes, before the applicable Proposal submission deadline, that a submitted Proposal contains one or more errors, Proposer may request in writing that the Proposal be withdrawn. If there are one or more errors, Proposer may resubmit another Proposal with each error corrected up to the applicable ***Proposal submission deadline***. Once the applicable Proposal submission deadline has passed, all Proposals shall stand as written.

If County determines at any time that there are one or more obvious errors (e.g., clerical or arithmetic errors) in any submitted Proposal, County, in its sole discretion, may request in writing that the particular Proposer submit a written correction of the applicable portions of its Proposal within a County-specified time period and in compliance with all County instructions as set forth in the request, including regarding content and format. Proposer understands and agrees that any such correction shall be limited to correcting the errors identified by County, shall comply with all County instructions as set forth in the request, and shall be considered part of the Proposal for all purposes, including Proposal evaluation. If Proposer fails to submit such correction within the County-specified time period, the Proposal shall stand as written.

5. MINIMUM MANDATORY REQUIREMENTS PROPOSAL

Proposers shall submit a completed, signed version of Appendix N (Minimum Mandatory Requirements) (“Minimum Mandatory Requirements Proposal”) as demonstrating that the Minimum Mandatory Requirements are met and submit pertinent documentation and/or written responses in support of the Minimum Mandatory Requirements, as requested. A completed, signed version of Appendix N (Minimum Mandatory Requirements), all applicable documentation and/or written responses in support of the Minimum Mandatory Requirements, as requested, and its completed, signed version of Appendix N.1 (Minimum Mandatory Requirements Proposal Checklist) will be reviewed by the County to determine if the Proposer can proceed to the next Phase. **FAILURE OF THE PROPOSAL TO DEMONSTRATE PROPOSER MEETS ANY OF THE MINIMUM MANDATORY REQUIREMENTS SHALL RESULT IN A REJECTION OF A PROPOSAL.**

5.1 CONFIDENTIALITY

Proposer will be required to sign and submit Appendix B (Confidentiality Agreement) (“**Confidentiality Agreement**”) on or before the Due Date for the Submission of Phase 1 (Minimum Mandatory Requirements Proposals). Proposer shall maintain the confidentiality of all materials, data, and records obtained from County under this RFP as provided in the Confidentiality Agreement.

6. DETAILED RFP REQUIREMENTS

6.1 DETAILED RFP REQUIREMENTS PROPOSAL

A Proposer that is invited by the County to respond to the Detailed RFP Requirements and responds to the Detailed RFP Requirements must provide responses by submitting a signed, completed version of Appendix O (Detailed RFP Requirements Proposal Checklist) as well as providing the documents and forms that are required or referenced in Appendix O (Detailed RFP Requirements Proposal Checklist) or in this Section, regardless of whether such documents and forms are included as an Appendix to this RFP.

Proposer's response for each requirement must be limited to the number of pages indicated in each requirement and must be entered using Calibri font style, 12 point font size. Please reference the relevant attachments and completed Appendices and provide all materials to the RFP Requirements Proposal with a specific reference to the section number and document name, as provided in the table below and in accordance with Section 4.3.3 (Formatting).

Proposer's RFP Requirements Proposal shall consist entirely and solely of a completed, signed version of:

1. Appendix O (Detailed RFP Requirements Proposal Checklist), and
2. all applicable documentation and/or written responses to the components identified in Appendix O (Detailed RFP Requirements Proposal Checklist), Section 6 (Detailed RFP Requirements), and Section 7 (Price Proposal), completed in accordance with the instructions in Section 6 (Detailed RFP Requirements) and Section 7 (Price Proposal)

6.2 COVER PAGE

The RFP Requirements Proposal cover page shall, at a minimum, identify the name and address of Proposer and bear the words, "*RFP Cost Accounting and Decision Support System and Services RFP #CADSS2019*".

6.3 PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Proposer shall complete, sign, and date Exhibit K.1 (Company's Organization Questionnaire and Affidavit) of Appendix K (Required Forms). **The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a contract.**

Based on the structure of the Proposer's organization, Proposer shall select the applicable supporting document to submit. If the Proposer's organization does not fit into one of these categories, upon receipt of the Proposal, Proposer shall inform the County that its organization does not fit the identified categories, identify Proposer's organization type, and request information from the County on the applicable supporting documentation to submit for that type of organization and as to authority of individuals to sign contracts.

If the below referenced documents are not available at the time of Proposal submission, Proposers must request the appropriate documents from the California Secretary of State and provide a statement on the status of the request.

6.4 TABLE OF CONTENTS

The Table of Contents of the Proposal shall be a comprehensive listing of material included in the Proposal, identified by sequential page numbers and paragraph reference numbers.

6.5 REQUIREMENTS

County seeks a highly functional, flexible solution capable of meeting County’s existing requirements as well as adapting to a changing healthcare accounting and financing environment. County will evaluate the proposed CADS System’s ability to meet County’s defined requirements as detailed in the following Appendices:

1. Appendix C Evaluation Criteria
2. Appendix E Functional Requirements
3. Appendix F Technical Requirements
4. Appendix G Implementation Requirements
5. Appendix H Vendor Experience and Capability To Deliver
6. Appendix I Interfaces

Proposers must complete the information requested in each of the above Appendices and include the requested information in each Response Form.

Proposer must respond to all the requirements in Appendix E.1 (Functional Requirements Yes / No) and Appendix F.1 (Technical Requirements Yes / No). Proposer must provide Vendor Ratings, on a scale of 1 to 4 (as defined below), as to whether or not Proposer can meet each requirement in Appendix E and Appendix F.

Vendor Ratings

0	Do not have
1*	In development
2	Not yet Generally Available; or, released within the last year, with fewer than ten (10) clients using the function
3	Generally Available (GA)
4	In production for more than 2 years with greater than twenty (20) clients using function

*If the Proposer answers "1" (In development) in the Vendor Ratings response, Proposer must provide with their brief description the currently estimated GA date for the applicable module or modules for this functionality and documentation that the actual development of the applicable module or modules for this functionality is in progress at Proposer’s organization and is not simply a plan or idea to be developed.

Proposer must provide also briefly describe how their System meets each requirement and include the name of the module or modules in the System in which this functionality is provided.

If Proposer uses or recommends a third-party tool to meet the requirement, the Proposer must identify the third-party tool and explain its use or recommendation.

Additionally, Proposer must respond to all the requirements in Appendix E.2 (Functional Requirements Descriptive Response) and F.2 (Technical Requirements Descriptive Response).

6.6 REQUIRED AGREEMENT

County’s business relationship requirements and fundamental business concepts are set forth in Appendix J (Required Agreement). The Agreement will include detailed performance requirements, effective methods of promoting performance, and resolution paths. Proposer is responsible for successful delivery of the System, including Services, projects, and deliverables,

whether or not all specific tasks are specifically identified. Proposer is accountable for delivery of the System as set forth in Appendix J (Required Agreement).

Proposer may not provide copies of Proposer's standard contract documents, including statements of work, to County, unless such documents are provided to demonstrate Proposer's capabilities and not for inclusion in the Required Agreement. Simply attaching the Proposer's form agreement or exhibit(s) or referencing a preexisting agreement between the parties shall be deemed non-responsive. Under no circumstances will County consider any Proposal that includes Proposer's standard contract documents for the purpose of using such documents as the basis of negotiating the Required Agreement. County intends to use the enclosed Appendix J (Required Agreement) as the basis of negotiations with Proposer, and the County's legal counsel will retain document control for all revisions to the Required Agreement.

Please note, there are certain placeholder exhibits in Appendix J (Required Agreement) that will not be a part of the Proposal Submission, which are included for reference and context only and do not require a response, and those placeholder exhibits will be completed prior to the execution of the agreement.

6.6.1 Required Agreement Response Forms

Proposer must respond to every Response Form included in this RFP in accordance with instructions included therein and the procedures and format set forth under this Section 6.6.1 (Required Agreement Response Forms), listed below:

- Appendix J.RF Required Agreement Response Form
- Exhibit A.1.RF Cost Accounting and Decision Support System SOW Response Form
- Exhibit A.2.RF Support Services and Maintenance SOW Response Form
- Exhibit C.RF Fees; Contractor Professional Services Rate Response Form
- Exhibit E.RF Service Levels and Professional Services Response Form
- Exhibit F.RF Business Associate Agreement Response Form
- Exhibit G.RF Glossary Response Form
- Exhibit K.RF Information Security Requirements Response Form
- Exhibit M.RF Additional Hosting Services Terms and Conditions Response Form

If Proposer objects to any provision included in a Response Form, Proposer must both (a) describe in business terms the nature of its concern, and (b) propose revisions to the provision addressing Proposer's concern that Proposer is willing to accept. Proposer must provide the reason or rationale underpinning its concern for every provision that Proposer rejects. Simply stating that a provision is "Not Acceptable" (or equivalent) or proposing alternative contract terms without describing in business language the reason or rationale for Proposer's rejection may be considered non-responsive. If Proposer does affirmatively reject and identify its specific concerns with respect to any provision in a Proposer Response Form, County will consider such provision to be acceptable to Proposer. For revisions that Proposer believes to be in County's favor, Proposer should provide a description of the business benefit to County for the proposed language changes. All Proposer Response Forms are to be provided to County in the original Microsoft Word format without password protection or any other document protection.

6.6.2 Response Form Examples

Proposer's response to the Response Forms must be consistent with the following examples. The Response Form examples provided below illustrate both acceptable and unacceptable forms of responses. The format set forth under Section 6.6.2.1 (Acceptable Response) should be followed

in Proposer’s response. Responses that reflect or contain content that mirrors the format set forth under Section 6.8.2.2 (Unacceptable Response) may be considered non-responsive by County.

6.6.2.1 Acceptable Response

Section Reference	Required Agreement Language	Acceptance / Objection(s)	Proposed Revisions to Required Agreement Language
17.1.5	<p><u>No Pending or Threatened Litigation</u> 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;</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><u>Proposer is frequently the target of claims filed by “patent trolls.” These claims are routinely dismissed, and the County is willing to discuss the details of current claims against Proposer with the County’s counsel, but Proposer cannot provide this warranty without the indicated change.</u></p>	<p><u>Litigation Warranty</u> As of the Effective Date, there is no pending or threatened litigation <u>(excluding proceedings that Supplier’s counsel in good faith believes are spurious or non-credible)</u> 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;</p>

6.6.2.1 Unacceptable Response

Section Reference	Required Agreement Language	Acceptance / Objection(s)	Proposed Revisions to Required Agreement Language
23.5	<p><u>No Pending or Threatened Litigation</u> 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; Except for claims that are not credible.</p>	<p>Do you accept this provision? <input 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>No.</p>	<p><u>No Pending or Threatened Litigation</u> 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;</p>

6.6.2.2 Reasons Why Example #2 is Unacceptable

1. Proposer made changes to the “Required Agreement Language” column.
2. Proposer’s comments in the “Acceptance / Objection(s)” column should be provided in redline.

3. Proposer's comments in the "Acceptance / Objection(s)" column do not describe Proposer's concerns in sufficient detail.
4. Proposer did not check "Yes" or "No" under the "Acceptance / Objection(s)" column.

6.6.3 Additional Requirements for Completing the Statement of Work Response Form

In completing Exhibit A.1.RF (Cost Accounting and Decision Support System SOW Response Form) and A.2.RF (Support Services and Maintenance SOW Response Form), if Proposer determines that additional provisions, Task(s) or Subtask(s) are necessary as a part of Proposer's best practices, Proposer must provide the specific language addition in the applicable format (e.g., each Subtask must include a description of the Subtask, a list of Deliverables, and Acceptance Criteria), and also provide comments that clearly identifies the reason for such additions.

6.6.4 Changes to the Required Agreement

County reserves the right to make changes to Appendix J (Required Agreement), and/or any Agreement Exhibit, Attachment, or Schedule thereto, provided that any such changes to Appendix J (Required Agreement) must be made before the Proposer has been selected for negotiation. Any such change shall be in the form of an Addendum to Appendix J (Required Agreement), and/or any Agreement Exhibit, Attachment, or Schedule thereto. It is in the Proposer's best interest to have Appendix J (Required Agreement) reviewed by counsel prior to submission of their Proposal in response to this RFP.

6.7 SUBCONTRACTORS

Subject to the conditions listed below, the Proposer may propose to use one or more subcontractors to make a complete offer to perform all Services described in this RFP or provide the required CADS System software, systems, and hardware. Any prospective subcontractor that is not a wholly owned subsidiary of the Proposer will be subject to these conditions. The County reserves the right to require additional information regarding Proposer's subcontractors and to otherwise modify the conditions below.

The conditions for proposing to use subcontractors are:

1. Prior to any communication or distribution of County's Confidential Information to a potential subcontractor, Proposer must provide County with the name of the potential subcontractor in advance and in writing, and specifically described the nature of the subcontractor's role(s). Proposer will also provide contact information, and, if requested by County, financial and other information, for the potential subcontractor. County must give its written approval prior to the Proposer providing any County Confidential Information to a potential subcontractor.
2. Prior to any communication or distribution of County's Confidential Information to a potential subcontractor, Proposer will enter into a confidentiality agreement with the potential subcontractor that is no less stringent than the Confidentiality Agreement executed between County and Proposer relating to this RFP (see Appendix B (Confidentiality Agreement)).
3. Proposer must agree to the requirements of Sections 2.1 (Contractor; Subcontracting), 16.2 (Employment Related Claims), 19 (Confidentiality), and 24.2 (Evidence of Coverage and Notice) of Appendix J (Required Agreement).

4. Any subcontractor that is asked by the Proposer to perform a major role in the provision of the Services should only team with one Proposer during the Proposal process and should clearly specify the extent of its involvement in the provision of Services.
6. Proposer must submit a statement from all subcontractors indicating their willingness to work with Proposer and the intent to sign a formal agreement between/among the parties with the signature of the person authorized to bind the subcontracting organization. All County-provided subcontracting agreements will be required to be fully executed before any Agreement award is made.
7. Subcontractors shall agree and adhere to all of the applicable requirements listed in the RFP documents, including Appendix J (Required Agreement). In addition, the use of subcontractors to perform the Services will be subject to County's prior written consent as set forth in Appendix J (Required Agreement).

6.8 COUNTY REQUIRED FORMS

Proposal shall submit a completed, signed/dated where applicable, Appendix K (Required Forms) which contains the following forms. All required forms are located in Appendix K (Required Forms).

Exhibit K.1	Company's Organization Questionnaire and Affidavit
Exhibit K.2	Community Business Enterprise Information
Exhibit K.3	Charitable Contributions Certification
Exhibit K.4	Prospective Contractor References
Exhibit K.5	Request for Preference Program Consideration

7. PRICE PROPOSAL

In this section, Proposer shall complete and submit Appendix M (Pricing). **NO OTHER FORMS FOR DELIVERING PRICING WILL BE ACCEPTED.**

The Price Proposal shall contain cost detail to enable County to validate that the proposed price is realistically based on reasonable costs specific to the Agreement.

7.1 PRICING

The Proposer shall include all one-time and ongoing CADS System pricing in its Pricing Proposal. The total Pricing Proposal is required by the County for evaluation and budget purposes, while pricing details are required for the County's understanding and validation of the pricing. Proposer shall also provide fixed hourly staff rates to the County for work to perform Optional Work. Proposer's Pricing Proposal shall be all-inclusive for the Services to be provided under this RFP and otherwise as required under the Required Agreement. Charges for the Services described in Exhibit A.1 (Cost Accounting and Decision Support System Statement of Work) and Exhibit A.2 (Support Services and Maintenance Statement of Work) to the Required Agreement must be included as an inherent component of all other Services and must be provided in conjunction with all other Services described in this RFP and included in Proposer's Pricing Proposal. Charges for all Services, including all applicable taxes, must be included. The pricing spreadsheet methodology is based on the pricing terms, conditions, and requirements set forth under Exhibit C (Fees; Contractor Professional Services Rates) to the Required Agreement. Proposer shall state all fees and prices to County associated with its proposed provision of the Services described in this RFP and in any Addenda thereto. Prices for all proposed Services, including all applicable taxes, must

be included in the Proposal. The evaluation and scoring of Proposals shall be done in accordance with Section 8 (Proposal Evaluation and Contractor Selection) below.

The selected Proposer shall be entitled to payments during the delivery of the Services to implement the CADS System. Payments will be tied to the successful completion of Key Milestones, as provided in Appendix M.RF (Pricing Response Form), and the County's acceptance of the Services.

The pricing shall be deemed to be all-inclusive of all labor, overhead, travel, equipment, materials, taxes, and any other expenses required to provide the CADS System as specified in this RFP, including Appendix J (Required Agreement). Proposers assume all liability for any omissions. No additional hidden cost(s) will be accepted. Appendix M.RF (Pricing Response Form) shall be completed in its entirety and submitted by Proposer. The completed pricing schedule represents the Total Fixed Price. "**Total Fixed Price**" shall mean the total of all fees, costs or payments of any kind from County to Proposer for all Services, Deliverables and work of any kind performed by Proposer under the Agreement. For the avoidance of doubt, Proposer will provide all Services necessary to provide the CADS System under the Agreement for the Total Fixed Price specified in Appendix M.RF (Pricing Response Form), regardless of the actual number of hours or time required by Proposer to perform such Services, provide the Deliverables, or otherwise provide the CADS System under the Agreement. Outlined below are instructions and other information pertinent to the completion of the Price Proposal:

7.1.1 Pricing Methodology and Terms

Proposer shall submit a Price Proposal that adheres to the requirements in this RFP. County requires a Total Firm Fixed Price for the CADS System (including the Services) as described in this RFP.

A detailed pricing response template is attached hereto as Appendix M.RF (Pricing Response Form). The pricing response template includes individual detailed fee worksheets that Proposer is required to complete, including ongoing resource consumption charges and other applicable fees, as well as Appendix M (Pricing) which is a spreadsheet that provides roll-up pricing for the anticipated full term of the Required Agreement.

Proposer shall complete the pricing responses as follows:

- Apply the pricing and fee requirements as described in Appendix M.RF (Pricing Response Form) in connection with each identified category of the Services;
- Complete all worksheets in Appendix M.RF (Pricing Response Form);
- Clearly identify and explain all assumptions made upon which pricing is predicated, and include alternative cost/pricing numbers if the assumption turns out not to be valid. *Note to Proposers: the County will not include pricing assumptions in the Required Agreement;*
- State if any pricing is subject to special conditions, and clearly specify those conditions and quantify their impact upon the pricing; and
- Identify any fixed or one-time fees that fall outside the pricing submitted in the pricing Appendices. For such fees that are identified, Proposer shall also identify when such fees will be due and any terms of payment.

County has endeavored to include in this RFP all known information that County believes to be relevant for pricing purposes. Each Proposer understands and agrees that neither County nor any

of its agents, advisors, or representatives has made or makes any representation or warranty, express or implied, as to the accuracy or completeness of the information provided in this RFP. In addition, each Proposer understands and agrees that neither County nor any of its agents, advisors, or representatives shall have any liability whatsoever to Proposers or the Proposers' representatives relating to or resulting from the use of the information provided in this RFP, or any errors therein or omissions therefrom.

All pricing shall be quoted in U.S. dollars. Any applicable taxes, duties, licensing and leasing fees, and other pass-through charges shall be included in the Proposal price. No additional hidden cost(s) will be accepted.

7.1.2 Schedule of Payments

When defining ongoing pricing during any year, the Proposer shall provide total annual pricing for products and services after Final Acceptance of the CADS System, and the total pricing for the Term as defined in the Agreement in Appendix J (Required Agreement). Proposers shall provide a Total Firm Fixed Price as defined in this RFP.

7.1.3 Pricing Worksheets

Proposers are responsible for entering pricing data in the format and layout prescribed by Appendix M.RF (Pricing Response Form). For certain spreadsheets, formulas have been inserted in the appropriate cells of the worksheets to automatically calculate summary numbers. Further instructions for entering pricing data are included in the respective appendices or worksheets. It is the responsibility of the Proposer to ensure that all pricing entries are correct and consistent between the pricing appendices, and that the Total Fixed Fee in Appendix M.RF (Pricing Response Form) reflects the Proposer's Price Proposal for the RFP.

Completion of all the worksheets Appendix M.RF (Pricing Response Form) is mandatory. Applicable purchase, delivery, tax, installation, safety, license, travel, training and any other expenses associated with the CADS System and each of its components must be included in the Proposer's Firm Fixed Price. There shall be no assumptions, conditions, or constraints included in the proposed pricing.

7.1.4 Price Quotations

All price quotations and related conditions for both Proposer's initial response and "Best and Final" pricing shall be firm and irrevocable for twenty-four (24) months from Proposal submission date or the conclusion of good faith negotiations of the Required Agreement, whichever is later.

The pricing shall be deemed to be all-inclusive of all labor, overhead, travel, equipment, materials, taxes, and any other expenses required to provide the CADS System as specified in this RFP, including Appendix J (Required Agreement). Proposers assume all liability for any omissions.

7.1.5 Non-Chargeable Activities

Upon entering into an Agreement, County will not be liable in any manner for any payment or reimbursement for the CADS System or any Services provided, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance under the resultant Agreement, except as provided in the Agreement itself.

8. PROPOSAL EVALUATION AND CONTRACTOR SELECTION

8.1 EVALUATION OVERVIEW

County will conduct a comprehensive evaluation of Proposals received in response to this RFP. County will select the lead Proposer through a formal evaluation process. Consideration will be given to capabilities or advantages that are clearly described in the Proposals, confirmed by any oral presentations and/or demonstrations and any site visits, and verified by information from reference sources contacted by County and from any site visits. Any oral presentations, demonstrations, and site visits must be approved by the County Contact. County reserves the right to contact individuals, entities, or organizations who have had recent contracts or relationships with the Proposer and staff intended for this effort, whether or not they are identified as references, to verify that the Proposer has successfully performed its contractual obligations in other similar efforts.

County's evaluation committee will evaluate and rank the Proposals. Proposals shall provide clear and sufficient detail to enable County's evaluation committee to evaluate the quality and responsiveness of the Proposal to each of the RFP requirements.

Evaluations will be based upon the information provided in the Proposals and such other information obtained by County in connection with its activities to validate and clarify the information provided in the Proposals. County reserves the right to make an award on the basis of a Proposer's initial submission, without further discussion or negotiation. Proposers should make every effort to ensure that their initial submission reflects the most favorable terms possible.

A determination by County that Proposer has failed to respond to or meet the requirements stated in the RFP, may result in disqualification of the Proposal or lower points scored.

County will evaluate all properly submitted Proposals. County reserves the right to cancel this RFP at any time. County also reserves the right to waive any minor irregularities or immaterial defects in Proposals, as determined by County. In the event County waives any minor irregularities or immaterial defects, such waiver shall in no way modify any of the RFP requirements or excuse the Proposer from compliance with the RFP specifications, including Appendix J (Required Agreement) terms, or other contract requirements if the Proposer is awarded the resultant Agreement.

Based on its evaluation process, County, may elect to conduct negotiations with one or more Proposers based on their composite scores. Negotiations may result in changes to Appendix J (Required Agreement).

The final decision regarding Proposer selection and contract award will be subject to Board review and approval, in their sole discretion.

8.2 EVALUATION COMMITTEE

The County Evaluation Committee will evaluate and rank the Proposals. In order to bring the appropriate level of proficiency to the selection process, County may, at its option, utilize the services of appropriate experts to assist in the evaluation process and share the RFP and any Proposer Proposals with such third parties under a duty of confidentiality to County, including assisting in the evaluation of whether a Proposal is realistic and practical. County, in its sole discretion, may alter the composition of the Evaluation Committee at any time.

8.3 EVALUATION PHASES

The evaluation will be conducted in two (2) Evaluation Phases:

1. Evaluation Phase 1 – Evaluation of Minimum Mandatory Requirements ; and
2. Evaluation Phase 2 – Evaluation of Detailed RFP Requirements Proposals and Price Proposals

8.3.1 Evaluation Phase 1 – Evaluation of Minimum Mandatory Requirements

Proposals will first be screened to determine compliance with the Minimum Mandatory Requirements as set forth in **Appendix N (Minimum Mandatory Requirements)**. The determination to disqualify a Proposal in Evaluation Phase 1 (Evaluation of Minimum Mandatory Requirements) shall be on a Pass/Fail basis, as determined by County.

Proposers may be required to provide one (1) or more oral presentation(s) and/or demonstrations to County, as requested by County. County will notify each Proposer in writing as to the date, time, location, and standardized guidelines for content and format of the oral presentation(s) and/or demonstrations, including any proposed Contractor Key Personnel that will be required to attend. As part of an oral presentation and/or demonstration, County may request clarifications from the Proposer regarding any portion of its Proposal.

FAILURE OF THE PROPOSAL TO DEMONSTRATE PROPOSER MEETS ANY OF THE MINIMUM MANDATORY REQUIREMENTS SHALL RESULT IN A REJECTION OF A PROPOSAL.

8.3.2 Evaluation Phase 2 – Evaluation of Detailed RFP Requirements Proposals and Price Proposals

After County notifies the Proposers that have passed Evaluation Phase 1 (Evaluation of Minimum Mandatory Requirements), Proposers will submit a response for Proposal Submission Stage 2 (Detailed RFP Requirements Proposals and Price Proposals), which be evaluated on the evaluation criteria listed in Appendix C (Evaluation Criteria). Proposer's failure to submit a response for Proposal Submission Stage 2 (Detailed RFP Requirements Proposals and Price Proposals) will be deemed as Proposer's withdrawal from the RFP process

The Detailed RFP Requirements Proposals and Price Proposals will be evaluated to determine to what extent the Proposer's CADS System will meet County's requirements, as specified in Section 6.1 (Detailed RFP Requirements Proposal).

All Detailed RFP Requirements Proposals and Price Proposals will be opened and evaluated based upon the Proposer's Proposals. The Proposer is required to complete the forms in Appendix M.RF (Pricing Response Form), as described in Section 7 (Price Proposal). If a Price Proposal does not meet all the mandatory form and content requirements, the entire Proposal may be eliminated from further consideration.

Proposers may be required to provide one (1) or more oral presentation(s) and/or demonstrations to County, as requested by County. County will notify each Proposer in writing as to the date, time, location, and standardized guidelines for content and format of the oral presentation(s) and/or demonstrations, including any proposed Contractor Key Personnel that will be required to attend. As part of an oral presentation and/or demonstration, County may request clarifications from the Proposer regarding any portion of its Proposal. County will determine if site visits are necessary. If County elects to conduct site visits, each Proposer shall be required to provide the names and addresses of one or more customers. Site visit arrangements will be made by County

directly with the agency hosting the site visit, independent of the Proposer. County may elect to conduct a site visit at any agency provided as a reference by the Proposer, at any agency listed as a current or past customer in its Proposal, or at any agency otherwise known to County.

County may request written clarification(s) of the RFP Requirements Proposal during the evaluation. Each Proposer shall submit such a written clarification of the County-specified portions of its Proposal within a County specified time period and in compliance with all County instructions as set forth in the request, including regarding content and format. Proposer understands and agrees that any such clarification shall be limited to clarifying the County-specified portions of its Proposal, and shall comply with all County instructions as set forth in the request. After submitting such a written clarification, Proposer's written clarification shall be considered part of the Proposal for all purposes, including Proposal evaluation. If Proposer fails to submit such a clarification within the County specified time period, the Proposal shall stand as written for all purposes, including evaluation.

8.4 DETAILED REVIEW AND CLARIFICATION OF PROPOSER REQUIRED AGREEMENT RESPONSES ON KEY PROVISIONS AND APPENDIX M (PRICING)

All Proposals will be evaluated based on the criteria listed in Appendix C (Evaluation Criteria). All Proposals will be scored and ranked in numerical sequence from high to low.

County may select multiple Proposers to participate in a detailed review and clarification and focused discussions of each selected Proposer's responses as to key provisions in Appendix J (Required Agreement), Appendix M (Pricing) and the related pricing appendices.

In the detailed review and clarification process, County shall pursue focused, concentrated, and separate discussions regarding the selected Proposers' responses to Appendix J (Required Agreement), Appendix M (Pricing), and the related pricing appendices. County will provide each selected Proposer with a written list of its questions, comments, and issues about the Proposers' response to Appendix J (Required Agreement), Appendix M (Pricing), and the related pricing appendices. The Proposers will have the opportunity to ask questions of County with regard to the County's questions, comments, and issues, and after such discussions conclude, the Proposers shall submit written updates to their response to Appendix J (Required Agreement), Appendix M (Pricing), and the related pricing appendices to address the County's questions, comments, and issues.

8.5 PROPOSER SELECTION

County specifically reserves the right to contract with a Proposer that does not offer the lowest price. County also specifically reserves the right to contract with one or more companies that did not submit a response to this RFP in the event that County elects to reject all Proposals submitted in response to this RFP. County reserves the right to make a single award for this engagement or to reject all Proposals, even if all of the stated requirements are met.

Upon selection of a successful Proposer, in accordance with the provisions of this RFP, a recommendation to commence contract negotiations with the selected Proposer may be made by County. Appendix J (Required Agreement) will be used in the contract negotiations.

8.6 CONTRACT NEGOTIATIONS

After a Proposer is recommended by County, County and Proposer shall commence negotiating a contract for submission to the Board for its consideration and possible approval. If a satisfactory contract cannot be negotiated, or if County discovers problems with the Proposer with which

County is negotiating (e.g., insolvency, contract default, state or county debarment, any business practice, or false, misleading, or unrealistic information or pricing submitted in response to this solicitation), as determined by County, County may begin contract negotiations with the next highest ranked Proposer.

County reserves the right to enter into simultaneous negotiations with more than one Proposer, as determined by County. County also reserves the right to terminate simultaneous negotiations with any Proposer with whom it is negotiating, at any time, as determined by County.

Negotiations will be held at a site to be determined by County. A Proposer must be able to commence negotiations within ten (10) business days of notification by County.

8.7 FINAL CONTRACT AWARD BY BOARD

After a Proposer has been selected and an Agreement has been successfully negotiated, County will submit the Agreement to County's Board for its consideration for approval. Notwithstanding a recommendation of a department, agency, individual, or other, the Board retains the right to exercise its judgment concerning the selection of a Proposal and the terms of any resultant Agreement. The Board is the ultimate decision making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract.



**COST ACCOUNTING AND DECISION SUPPORT SYSTEM
AND RELATED SERVICES
REQUEST FOR PROPOSALS**

APPENDIX A (TRANSMITTAL LETTER)

#CADSS2019

Transmittal Letter

_____, 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: _____

Signed by: _____

Print Name: _____

Title: _____

Date: _____

Address: _____

E-mail: _____

Telephone: _____

Fax: _____



**COST ACCOUNTING AND DECISION SUPPORT SYSTEM
AND RELATED SERVICES
REQUEST FOR PROPOSALS**

APPENDIX B (CONFIDENTIALITY AGREEMENT)

#CADSS2019

Confidentiality Agreement

The County of Los Angeles, a political subdivision of the State of California (“**County**”), requires _____ (“**Proposer**”) to execute this Confidentiality Agreement (“**Agreement**”) effective as of the date listed (the “**Effective Date**”) in connection with Proposer’s participation in the RFP process (as defined in the Recitals below).

Recitals

- A. Proposer and County are considering entering into a business arrangement;
- B. County issued a Request for Proposals for the Cost Accounting and Decision Support System and Services (CADS System) (“**RFP**”) dated **September 2019** for the provision of the CADS System software, implementation, maintenance and support, and other professional services. Contractor plans to submit a response to the County RFP (“**Proposal**”); and
- C. County recognizes and supports the importance of maintaining open and public records. As to certain matter, there may be a compelling interest that justifies exemption from public disclosure and in preserving the confidential nature of County’s material. In those limited circumstances, County requires this Agreement to ensure such Confidential Information (defined below) is subject to the confidentiality and non-disclosure restrictions imposed by this Agreement.

Agreement

In consideration of the foregoing Recitals (which are incorporated into this Agreement) and the terms and conditions set forth below, the Proposer, intending to be legally bound, agrees as follows:

1. **Definition of Confidential Information.** The term “**Confidential Information**” means (a)

all information or material which is marked “Confidential,” “Restricted,” or “Proprietary Information” or other similar marking, or information which the receiving party knows or reasonably should know is considered to be confidential information of the disclosing party, and (b) Personally Identifiable Information, as defined below.

2. **Definition of Personally Identifiable Information.** The term “**Personally Identifiable Information**” shall mean any information relating to an identified or identifiable individual. For the avoidance of doubt, Personally Identifiable Information shall include all “protected health information” as defined under the Health and Insurance Portability and Accountability Act of 1996 (42 U.S.C. §1320d), “nonpublic personal information,” as defined under the Gramm-Leach-Bliley Act (15 United States Code (“**U.S.C.**”) §6801 et seq.), 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.

3. **Restrictions on Use.** Proposer shall not use, without the prior written consent of County, any portion of County’s Confidential Information for any purpose other than preparing a Proposal. Proposer agrees that:

- (a) it will hold the Confidential Information of County in the strictest confidence;
- (b) it will exercise no less care with respect to County’s Confidential Information than the level of care exercised with respect to its own similar Confidential Information;
- (c) it will not, without County’s prior written consent, copy or disclose to any third party (except as provided in part (e), below) any portion thereof;

(d) it will notify County immediately of any unauthorized disclosure or use, and will cooperate with County to protect all proprietary rights in and ownership of its Confidential Information; and

(e) it will restrict dissemination of the Confidential Information of County to only those persons within or related to its organization, including its contractors, agents, lawyers, accountants, and similar professionals, who are directly involved in the Proposal, and who are bound by terms substantially similar to the terms set forth herein.

Proposer shall only make the minimum number of copies of County's Confidential Information necessary to prepare the Proposal and shall ensure that all such copies include an appropriate legend concerning the confidentiality of such information.

4. **Exceptions.** The foregoing shall not prohibit or limit the Proposer's use, disclosure, reproduction, or dissemination of County's Confidential Information which:

(a) is or becomes public domain information or material through no fault or breach on the part of Proposer;

(b) as demonstrated by the written records of Proposer, was already lawfully known (without restriction on disclosure) to Proposer prior to the information being disclosed to Proposer by County or any representative of County;

(c) has been or is hereafter rightfully furnished to Proposer without restriction on disclosure by a third person lawfully in possession thereof;

(d) has been independently developed, by or for the Proposer, without reference to the Confidential Information of County; or

(e) is required to be disclosed, but only to the extent required, by court order, or pursuant to applicable law or regulation, provided that Proposer notifies County so that County may have a reasonable opportunity to obtain a protective order or other form of protection against disclosure. Notwithstanding any such compelled disclosure by Proposer, such compelled disclosure will not otherwise affect Proposer's obligations hereunder with respect to Confidential Information of County so disclosed.

It shall be presumed that any Confidential Information in the possession of Proposer that has been disclosed to it by County or any representative of County is not within any of the exceptions above, and the burden is on Proposer to prove otherwise by records and documentation.

5. **No License; Ownership.** No license to Proposer hereto, under any trademark, patent, copyright, or any other intellectual property right, is either granted or implied by the disclosure of Confidential Information to Proposer. County shall remain the sole and exclusive owner of its Confidential Information.

6. **Return of Confidential Information.** Proposer agrees that, upon termination of this Agreement, or at any time upon the request of County, it will promptly:

(a) return or destroy, at the option of County, all originals and copies of all documents and materials it has received from County containing Confidential Information;

(b) deliver or destroy, at the option of County, 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 it or prepared under its direction or at its request from the documents and materials referred to in subparagraph (a); and

(c) provide a notarized written statement to County certifying that all documents and materials referred to in subparagraphs (a) and (b) have been delivered to County or destroyed, as requested by County.

The obligations set forth in this Section shall be subject to any retention obligations imposed on Proposer by law or regulation.

7. **Equitable Relief.** Proposer agrees and acknowledges that any breach of this Agreement would cause County irreparable harm for which monetary damages would be inadequate. Accordingly, County will be entitled to seek injunctive or other equitable relief to remedy any threatened or actual breach of this Agreement by Proposer, as well as monetary damages.

8. **No Commitment.** Nothing contained in this Agreement shall be construed as (a) imposing an obligation on County to disclose any of its Confidential Information; or (b) requiring County to enter into any business relationship, negotiations, or agreements with the Proposer. Additionally, this Agreement does not constitute or imply commitment by County to purchase, license, favor, or recommend any product or service of Proposer.

9. **Term and Termination.** This Agreement will continue in effect until County provides written notice of termination to Proposer. In the event of termination of this Agreement, Proposer shall continue to hold the Confidential Information in strict confidence as set forth herein for five (5) years from the date of termination, except with regard to (a) any Personally Identifiable Information which shall be held in strict confidence in perpetuity or (b) trade secrets of County, which shall be held in confidence for as long as such information remains a trade secret.

10. **Pursuance of Other Business Opportunities.** Subject to Proposer's confidentiality obligations hereunder, it is

understood and acknowledged by both County and Proposer that they have been independently pursuing business opportunities in the areas to which the Confidential Information pertains and that nothing contained herein shall be deemed or construed to preclude either County or Proposer from pursuing these opportunities independently or with any other third party, or either County or Proposer from discontinuance of said pursuit without any liability accruing to the other.

11. **Miscellaneous.** This Agreement shall be governed by the laws of the State of California, without reference to its choice of law rules, applicable to agreements between residents of California made and to be performed entirely within the State of California. Proposer agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles. This Agreement shall be binding upon, and shall inure to the benefit of, County and Proposer and their respective successors and assignees. Any modifications to this Agreement must be in writing and signed by County and Proposer. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement and all of which, when taken together, shall be deemed to constitute one and the same Agreement. Proposer may not assign this Agreement without the prior written consent of County. Any assignment in violation of this Section will be void. For purposes of this Agreement, each party shall include all parents, subsidiaries, and divisions of such party.

12. **Authority.** The person whose signature appears hereon warrants and guarantees that he or she has been duly authorized and has full authority to execute this Agreement on behalf of the entity on whose behalf this Agreement is executed and has the authority to enter into this Agreement on the terms set forth herein.

13. **Indemnification.** Proposer shall indemnify, defend, and hold harmless County, and its or their officers, employees, and agents, from and against any and all 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, any breach by Proposer or any of Proposer’s employees or agents of this Agreement, and any disclosure, misappropriation, or misuse of any of the Confidential Information arising from any such breach by Proposer or any of its employees or agents of this Agreement or from any negligent

acts or omissions of Proposer or any of its employees or agents.

PROPOSER

By: _____

Name: _____

Title: _____

Company: _____

Date: _____



**COST ACCOUNTING AND DECISION SUPPORT SYSTEM
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APPENDIX C (EVALUATION CRITERIA)

#CADSS2019

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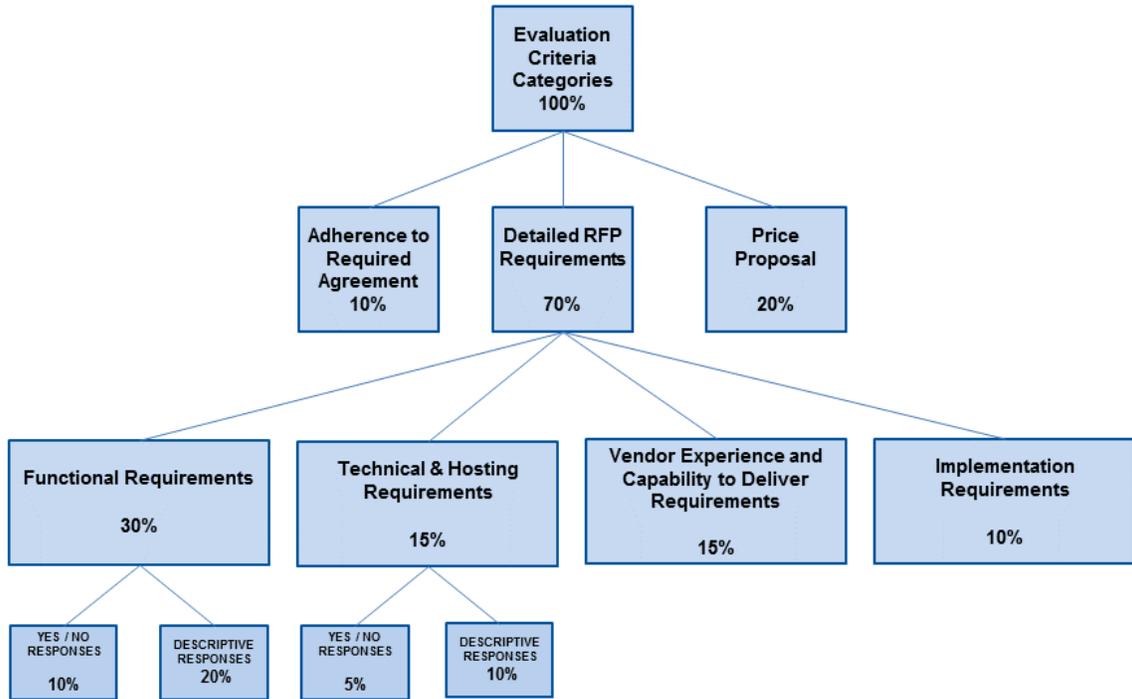
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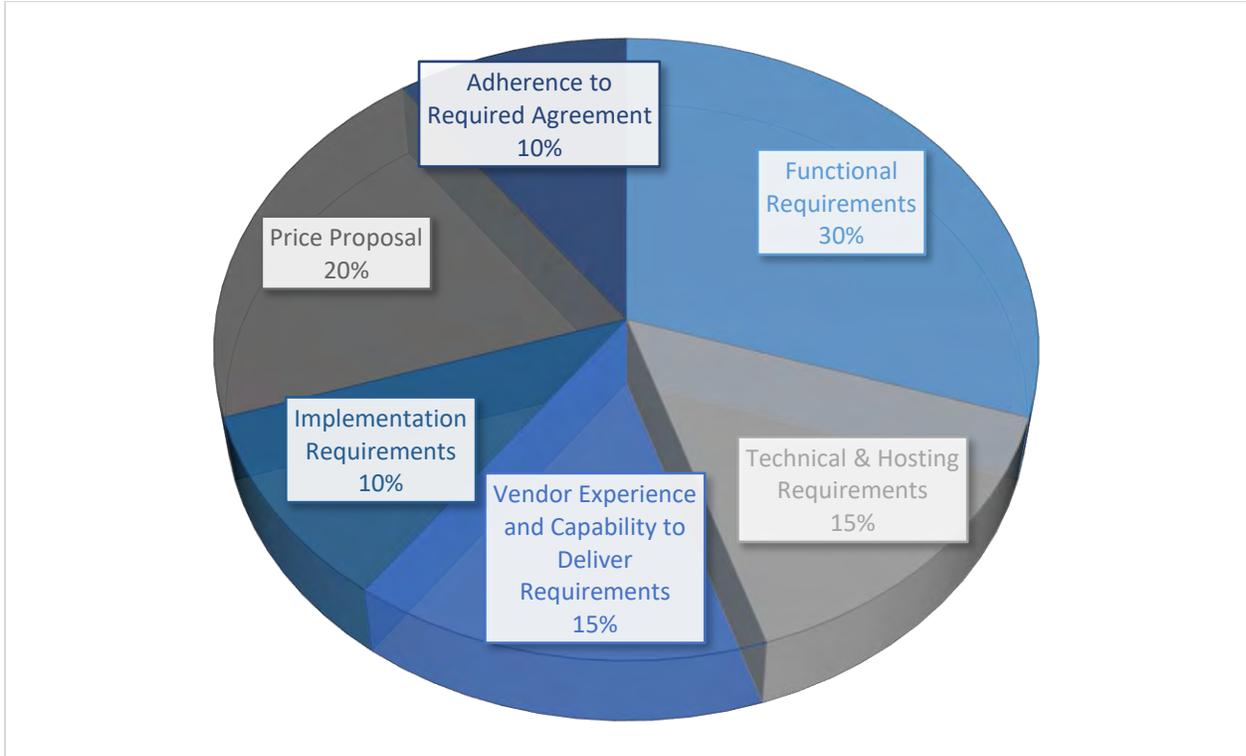
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1. EVALUATION CRITERIA CATEGORIES AND WEIGHTS



2. SUMMARY OF WEIGHTINGS



3. EVALUATION OF MINIMUM MANDATORY REQUIREMENTS PROPOSALS – EVALUATION PHASE 1

Proposals will first be screened to determine compliance with the Minimum Mandatory Requirements as set forth in Appendix N (Minimum Mandatory Requirements). The determination to disqualify a Proposal in Evaluation Phase 1 (Evaluation of Minimum Mandatory Requirements Proposals) shall be on a Pass/Fail basis, as determined by County. **FAILURE OF THE PROPOSAL TO DEMONSTRATE PROPOSER MEETS ANY OF THE MINIMUM MANDATORY REQUIREMENTS SHALL RESULT IN A REJECTION OF A PROPOSAL.**

4. EVALUATION OF DETAILED RFP REQUIREMENTS PROPOSALS AND PRICE PROPOSALS – EVALUATION PHASE 2

4.1 OUTLINE OF EVALUATED DOCUMENTS IN EVALUATION PHASE 2

The following is an outline of the documents (including requirements response forms, attachments, etc.) that will be evaluated for Evaluation Phase 2.

TABLE 4.1 - OUTLINE OF EVALUATED DOCUMENTS IN EVALUATION PHASE 2

(i) Detailed RFP Requirements	
(a) Functional Requirements	
	(i) Functional Requirements Yes / No Requirements (Appendix E.1)
	(ii) Functional Requirements Descriptive Response (Appendix E.2)
(b) Technical Requirements	
	(i) Technical Requirements Yes / No Requirements (Appendix F.1)
	(ii) Technical Requirements Descriptive Response (Appendix F.2)
(c) Implementation Requirements	
	(i) Implementation Requirements (Appendix G)
(d) Vendor Experience and Capability to Deliver	
	(i) Vendor Experience and Capability to Deliver (Appendix H)
(ii) Price Proposal	
	(i) Fees; Contractor Professional Services Rates Response Form (Appendix C.RF)
	(ii) Pricing Response Form (Appendix M.RF)
(iii) Adherence to Required Agreement	
	(i) Cost Accounting and Decision Support System SOW Response Form (Exhibit A.1.RF)
	(ii) Support Services and Maintenance SOW Response Form (Exhibit A.2.RF)
	(iii) Service Levels Response Form (Exhibit E.RF)
	(iv) Business Associate Agreement Response Form (Exhibit F.RF)
	(v) Glossary Response Form (Exhibit G.RF)
	(vi) Information Security Requirements Response Form (Exhibit K.RF)

TABLE 4.1 - OUTLINE OF EVALUATED DOCUMENTS IN EVALUATION PHASE 2

	(vii) Additional Hosting Services Terms and Conditions Response Form (Exhibit M.RF)
	(viii) Required Agreement Response Form (Appendix J.RF)

4.2 BUSINESS REQUIREMENTS

4.2.1 FUNCTIONAL REQUIREMENTS

(i) **FUNCTIONAL REQUIREMENTS MATRIX (YES/NO)**

The Proposer will return the completed Appendix E.1 (Functional Requirements Yes / No) workbook with its Proposal. An evaluation worksheet will calculate the percentage of “Out of the Box” and other responses based on a weighting scale.

(ii) **DESCRIPTIVE RESPONSE REQUIREMENTS**

The Proposer will provide its responses to Appendix E.2 (Functional Requirements Descriptive Response) workbook with its Proposal. A Functional Requirements evaluation worksheet will compile an overall average score for all evaluators for each Proposer.

4.2.2 TECHNICAL REQUIREMENTS

(i) **TECHNICAL REQUIREMENTS MATRIX (YES/NO)**

The Proposer will return the completed Appendix F.1 (Technical Requirements Yes / No) workbook with its Proposal. An evaluation worksheet will calculate the percentage of “Out of the Box” and other responses based on a weighting scale.

(ii) **DESCRIPTIVE RESPONSE REQUIREMENTS**

The Proposer will provide its responses to Appendix F.2 (Technical Requirements Descriptive Response) workbook with its Proposal. A Technical Requirements evaluation worksheet will compile an overall average score for all evaluators for each Proposer.

4.2.3 IMPLEMENTATION REQUIREMENTS

The Proposer will provide its responses to Appendix G (Implementation Requirements). An Implementation Requirements evaluation worksheet will compile an overall average score for all evaluators for each Proposer.

4.2.4 ADMINISTRATIVE REQUIREMENTS

The Proposer will provide its responses to Appendix K (Required Forms). An Administrative Requirements evaluation worksheet will compile an overall average score for all evaluators for each Proposer. A review will be conducted of the County’s Contract Database and the Contractor Alert Reporting Database

(CARD), if applicable, reflecting past performance history on County or other contracts. This review may result in point deductions up to one hundred percent (100%) of the total points awarded in the Performance History category of Administrative Requirements.

4.2.5 PROPOSER SYSTEM DEMONSTRATION

At the sole discretion of the County, the Proposer may be invited to participate in a demonstration of its Cost Accounting System as it relates to usability, functionality, satisfying County requirements, and responding to challenging scenarios (demonstration scripts and/or use cases). The demonstration will not be individually scored, however, the demonstration may inform the scoring of other sections of the evaluation.

4.3 TECHNICAL REQUIREMENTS

4.3.1 TECHNICAL REQUIREMENTS

(i) **TECHNICAL REQUIREMENTS MATRIX (YES/NO)**

The Proposer will return the completed Appendix F.1 (Technical Requirements Yes / No) workbook with its Proposal. An evaluation worksheet will calculate the percentage of “Yes” responses.

(ii) **DESCRIPTIVE RESPONSE REQUIREMENTS**

The Proposer will provide its responses to Appendix F.2 (Technical Requirements Descriptive Response). A Technical Requirements evaluation worksheet will compile an overall average score for all evaluators for each Proposer.

(iii) **CONTRACTOR DILIGENCE AND INFORMATION SECURITY QUESTIONNAIRE**

The Proposer will provide a completed and signed copy of Exhibit U (Contractor Diligence and Information Security Questionnaire). A Contractor Diligence and Information Security Questionnaire evaluation worksheet will compile an overall average score for all evaluators for each Proposer.

4.3.2 HOSTING REQUIREMENTS

(i) **HOSTING REQUIREMENTS MATRIX (YES/NO)**

The Proposer will return the completed Appendix F.1 (Technical Requirements Yes / No) workbook with its Proposal. An evaluation worksheet will calculate the percentage of “Yes” responses.

(ii) **DESCRIPTIVE RESPONSE REQUIREMENTS**

The Proposer will provide its responses to Section 1.4 (Hosting) of Appendix F.2 (Technical Requirements Descriptive Response) in Section

2.3.4 (Hosting) of Appendix F.2 (Technical Requirements Descriptive Response). A Technical Requirements evaluation worksheet will compile an overall average score for all evaluators for each Proposer.

4.3 PRICE PROPOSAL

The Proposer will provide a completed Appendix M.RF (Pricing Response Form) with its Proposal. The maximum number of possible points will be awarded to the lowest Price Proposal. All other Price Proposals will be compared to the lowest price and points awarded accordingly.

However, should one or more of the Proposers request and be granted a Preference, the price component points will be determined as follows: Fifteen percent (15%) of the lowest price proposed will be calculated, not to exceed one hundred fifty thousand dollars (\$150,000), and that amount will be deducted from the price submitted by all Proposers who requested and were granted a Preference.

In no case shall any preference be combined to exceed fifteen percent (15%) of the lowest price proposal.

5. **EVALUATION OF ADHERENCE TO APPENDIX M (REQUIRED AGREEMENT)**

The discussion below describes in detail the assessment approach for Appendix J (Required Agreement) and Appendix J.RF (Required Agreement Response Form).

Not all provisions of the Required Agreement address issues of equal importance, and therefore, should not receive the same weight toward calculating the final assessment score. Specifically, certain Top Tier Issues have been identified as requiring greater weight.

Provisions in the Required Agreement implicating any Top Tier Issue will be assigned greater overall weight than other provisions. In addition, transaction documents will be weighted according to overall impact on the Required Agreement. Specifically, the following weighting will be used:

Top Tier Issues in Required Agreement – 65%
Other Required Agreement Provisions– 35%

Finally, the overall weighted score of the Required Agreement by Proposer will be re-calculated. This will yield the total points to be assigned to Proposer for its response to the Required Agreement.



**COST ACCOUNTING AND DECISION SUPPORT SYSTEM
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APPENDIX D (OVERVIEW OF LA DHS TECHNOLOGY INFRASTRUCTURE)

#CADSS2019

LA DHS Source System Overview

The table below represents the source systems to be integrated with the CADS System. The table provides system description and function, LAC Owner (DHS or other), System Vendor, and technology details as a reference for Proposers.

System Name	Description	Vendor	Technology Specifics	Engine
General Ledger – eCAPS	General ledger	CGI Advantage HRM	Microsoft SQL Server table/database	OpenLink
Payroll – Labor Cost Distribution System – OSHPD	Payroll expenditures for Salaries & EBs	Sierra Systems County	Oracle RDBMS	OpenLink
Human Resources – eHR	eHR (CGI Advantage HRM) is a comprehensive fully integrated Human Resource and payroll solution that meets the unique requirements of state and local governments, school systems, colleges and universities. eHR supports the full spectrum of human resource and payroll management - from the application, to hiring, to contract, retroactive and reserve pay processing payroll, to multi-cycle paycheck generation, to benefits issues, and more. The eHR (CGI Advantage HRM) is integrated with the CGI Advantage Financial and CGI Advantage Procurement systems to provide a complete administrative solution that streamlines budgeting and payments for benefits providers, taxes, and more.	CGI Advantage HRM	Microsoft SQL Server table/database	OpenLink
Electronic Medical Record – ORCHID (Cerner - Millennium)	Cerner’s EHR supports an enterprise-wide view of clinical information to coordinate patient care and document the point at which it was delivered in both acute inpatient and outpatient settings. It helps providers have access to the right information at the right time and within the clinical workflows to make the best possible decisions. Cerner’s powerful decision support uses predictive algorithms to fire rules and alerts that inform physicians about patient safety. County does not utilize Cerner's Patient	Cerner	Oracle RDMBS	OpenLink

System Name	Description	Vendor	Technology Specifics	Engine
	Accounting module, however the Charge Description Master (CDM) within ORCHID has the most up to date codes.			
Patient Accounting – RCO (Affinity)	<p>Revenue Cycle Only – Patient Accounting is a QuadraMed (QMDC) Patient Accounting (PA)(All Inclusive Billing) system with five interface feeds to five separate DHS-QMDC PA instances that was activated as each DHS facility went live with ORCHID (On-line Real-time Centralized Health Information Database). The five instances are Harbor UCLA Medical Center, LAC+USC Medical Center, Olive View Medical Center, Rancho Los Amigos Rehabilitation, and Ambulatory Care Network.</p> <p>The new Affinity instances have Patient Accounting with Registration, MRI, MRA, DRG/Case Mix running in the background. The HL7 interface was built to send demographic, financial, and clinical data to Affinity Patient Accounting for billing.</p>	QuadraMed Corporation	Applying MUMPS language for Query writing and front-end application built using Visual Basic.	OpenLink
Supply Procurement System - eProcurement	eProcurement consists of several systems but for this project it consists of Requisition (GHX Procurement Suite), Purchase Order (eCAPS Procurement) history and our DHS Item Master System. The Requisition and Purchase Order transactions are extracted from their respective systems and imported into the DHS SCO Data Warehouse daily. The DHS Item Master Systems manages all items that can be purchased throughout DHS with important data including agreement and unit price.	County	Microsoft SQL Server	OpenLink
Health Care Provider Management System - Cactus	The Cactus Provider Management Platform is a robust and comprehensive software solution. It is automated credentialing, privileging, payor enrollment, quality, and risk management that offers cloud-based access, speeds up your processes, tightens your	Symplr	Microsoft SQL Server	OpenLink

System Name	Description	Vendor	Technology Specifics	Engine
	security, improves your workflow, and reduces your paper burden.			
Contract Management Database - VATS	Vendor Accounting & Tracking System. Compiles Financial & Statistical data on Agency contract activities. Soon to be replaced with a web based platform.	County - Fiscal Systems	Access Interface/ Microsoft SQL Backend	OpenLink
Data Warehouse - CEDAR	Comprehensive Enterprise Data & Analytics Repository (CEDAR) - The CEDAR project utilized specialized software purchased from Oracle. CEDAR contains a functional database and DataMart that addresses the financial reporting requirements under the Waiver. CEDAR also contains a clinical DataMart to house clinical data, such as laboratory test results and pharmaceuticals dispensed, provider empanelment assignments, clinic scheduling information, and productivity metrics.	Oracle	12.2 version of Oracle Technology version 7.2 Oracle Healthcare Foundation to	OpenLink
One-Staff (ANSOS)	The system is used to schedule all Nursing Department staff. This is an enterprise system. To comply with Title 22, Scheduling needs to be done based on patient acuity which is taken before every shift. The system also provides registry tracking of hours worked by location (unit/Cost center) Note: Project 1219 - Cerner Clairvia Time & Scheduling is slated to replace One-Staff. Consideration may need to be given with regard to implementation schedule of both the cost accounting system and Clairvia.	Change Health Care (formerly: McKesson)	Windows client with Oracle back-end database.	OpenLink



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APPENDIX E (FUNCTIONAL REQUIREMENTS)

#CADSS2019

Functional Requirements

Response Code	Definition
Yes	The requirement is met.
No (not provided)	The functionality identified in the requirement will not be provided . Note: In the "Notes" column, next to this response, indicate the name of the proposed third-party software package and indicate the interface/integration services being proposed.
Note:	
1. An omitted response will be assumed to be the same as a response code of "No".	
2. Only one (1) response per requirement will be accepted.	

Response Code	Definition
O (Out of the Box) C (Customization) D (Developed) 3 (Supplied by Third Party) F (Future)	The Proposer shall indicate how the requirement will be met by checking either: Out of the box , Customization , Developed , Supplied by 3rd party , or Future : O = Out of the box - The requirement will be met through available functionality and through changes to setting of tables, switches, and rules without modification to the source code. C = Customization - The requirement will be met through changes to the existing reports or programs. This would include custom code developed to perform specific functions or validations outside the standard code. Include the creation of a new report, query or workflow that does not exist within the current application. D = Developed - The requirement will be met by developing new functionality and software code. 3 = Supplied by Third Party - Requirement will be met by third-party software package and is included in this proposal. N = The functionality identified in the requirement will not be provided. Note: In the "Notes" column, next to this response, indicate the name of the proposed third-party software package and indicate the interface/integration services being proposed. F = Future - Requirement will be met by packaged software that is currently under development, in Beta test, or not yet released. Note: In the "Notes" column next to this response, indicate the date when requirement will be available for implementation.
Note:	
1. An omitted response will be assumed to be the same as a response code of "N".	
2. Only one (1) response per requirement will be accepted.	
3. Any deviation from the response codes will be re-coded at the discretion of the LA DHS.	

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.			
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.			
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.			
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.			
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.			
CADSS-7	a. Electronic Medical Record – ORCHID (Cerner - Millennium)			
CADSS-8	b. Patient Accounting – RCO (Affinity)			
CADSS-9	c. General Ledger – eCAPS			
CADSS-10	d. Payroll – Labor Cost Distribution System – OSHPD			
CADSS-11	e. Human Resources – eHR			
CADSS-12	f. Supply Procurement System - eProcurement			
CADSS-13	g. Health Care Provider Management System - Cactus			
CADSS-14	h. Contract Management Database - VATS & ANSOS			
CADSS-15	i. Data Warehouse - CEDAR			
CADSS-16	The CADSS shall provide the ability to add new data fields to interface files without incurring consulting fees or system upgrades.			
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.			
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).			
CADSS-19	The CADSS shall continue to look for missing or incorrect data and continue to generate daily alerts until the problem is fixed.			
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.			

CADSS-21	The CADSS shall create and use a unique identifier to link patient data across data sources.			
CADSS-22	The CADSS shall allocate indirect costs and provide validation that the cost allocations are in balance.			
CADSS-23	The CADSS shall produce allocation exception reports when there is an imbalance and indicate where the imbalance occurred.			
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).			
CADSS-25	The CADSS shall produce an exception report that flags statistics with no corresponding cost or cost with no corresponding statistics.			
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).			
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.			
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.:			
CADSS-29	a. Agency level e.g., LA County Health Agency			
CADSS-30	b. Organization e.g., Dept. of Health Services (DHS), Dept. of Mental Health (DMH), Dept. of Public Health (DPH)			
CADSS-31	c. Facility level e.g., Medical Center			
CADSS-32	d. Division level e.g., Med-Surg IC, Peds IC, etc...			
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.			
CADSS-34	f. Cost Center level e.g., Unit 101-ICU			
CADSS-35	g. Medical Service level e.g., Urology, Neurology, Medicine, etc.			
CADSS-36	h. Encounter level e.g., Inpatient, Outpatient, Infusion, etc.			
CADSS-37	The CADSS shall support multiple organizations / facilities, individually and collectively.			
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.			
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.			
CADSS-40	The CADSS shall enable a patient population to be analyzed, and as applicable rolled up, by at least the following elements:			
CADSS-41	a. Visit			
CADSS-42	b. Inpatient Day			
CADSS-43	c. Procedure (CPT Codes, Surgery)			
CADSS-44	d. Performing Location			

CADSS-45	e. Appointment Type (e.g., Audiology New, Dental General, Ortho New, etc..)			
CADSS-46	f. Patient Specific Case Mix Index (Weight)			
CADSS-47	g. Medicare Severity Diagnosis Related Group (MS-DRG)			
CADSS-48	h. All Patients Refined Diagnosis Related Group (APR-DRG)			
CADSS-49	i. RVU (Relative Value Unit)			
CADSS-50	j. Provider ID			
CADSS-51	k. ER Minute/OR Minute			
CADSS-52	l. Diagnosis			
CADSS-53	m. Medical Service			
CADSS-54	n. Discharges			
CADSS-55	o. Admissions			
CADSS-56	p. Accommodation			
CADSS-57	q. All ICD-10 Diagnoses			
CADSS-58	r. Severity of Illness (SOI#)			
CADSS-59	s. Risk of Mortality (ROM#)			
CADSS-60	t. Major Diagnostic Category (MDC)			
CADSS-61	u. Geometric Mean Length of Stay (GMLOS)			
CADSS-62	v. Arithmetic (Average) Mean Length of Stay (AMLOS)			
CADSS-63	w. Medical Record Number			
CADSS-64	x. Insurance Code			
CADSS-65	y. Last Name			
CADSS-66	z. First Name			
CADSS-67	aa. Age			
CADSS-68	bb. Sex			
CADSS-69	cc. Zip Code			
CADSS-70	dd. Race			
CADSS-71	ee. Membership Plan #			
CADSS-72	ff. Line of Business			
CADSS-73	gg. Episodes of Care			
CADSS-74	The CADSS shall enable County to view and analyze cost, utilization and productivity information by each of the following:			
CADSS-75	a. Direct costs, by expense account groups and as a total			
CADSS-76	b. Indirect costs, by expense account groups and as a total			
CADSS-77	c. Fixed costs, by expense account groups and as a total			
CADSS-78	d. Variable costs, by expense account groups and as a total			
CADSS-79	e. Unit of Measure cost, calculation of cost by unit of measure at the direct labor and supply level.			
CADSS-80	f. Unit of Measure cost, calculation of cost by unit of measure at the indirect level.			
CADSS-81	g. Unit of Measure cost, calculation of cost by unit of measure based on fully allocated cost.			
CADSS-82	h. Traditional costing			
CADSS-83	i. Activity based costing			

CADSS-84	j. Time driven activity based costing			
CADSS-85	k. Ratio of cost to charges			
CADSS-86	l. Ratio of cost to RVU			
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			
CADSS-88	The CADSS shall allow patient data to be easily “de-identified” before printing or exporting.			
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.			
CADSS-90	The CADSS shall enable County to perform standard variance analysis, reporting with drill-down, graphing and Online Analytical Processing (OLAP).			
CADSS-91	The CADSS shall refresh the data for reports and dashboards on demand and on a daily basis.			
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.			
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.			
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.			
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.			
CADSS-96	The CADSS will adjust cost for case mix variations.			
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.			
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.			
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.			
CADSS-100	The CADSS shall enable County to manually enter trial balance adjustments or upload an Excel file to make such adjustments.			

CADSS-101	The CADSS shall provide the ability to add free text (e.g., budget narrative, comments, etc.).			
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.			
CADSS-103	The CADSS shall produce an exception report when the sum of all cost types does not equal total costs.			
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:			
CADSS-105	a. Program Budgeting			
CADSS-106	b. Line-item Budgeting			
CADSS-107	c. Zero-Based Budgeting			
CADSS-108	d. Performance-Based Budgeting			
CADSS-109	e. Flexibility Budgeting			
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:			
CADSS-111	a. Cost of Living Adjustment, as a whole or specific to a Bargaining Unit			
CADSS-112	b. Pay Differentials			
CADSS-113	c. Step Increases			
CADSS-114	d. Special Pay - Bonuses			
CADSS-115	e. Salary Detail at the employee level			
CADSS-116	The CADSS shall provide County the ability to review, analyze, and monitor data at any stage of the budget development cycle.			
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.			
CADSS-118	The CADSS shall provide the ability to establish budgets at User-defined levels of the Organizational Structure.			
CADSS-119	The CADSS shall provide the ability to develop, track and publish budgets based on User-defined performance metrics.			
CADSS-120	The CADSS shall provide the ability to update performance goals and objectives.			
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.			
CADSS-122	The CADSS shall provide the ability to define multiple approvers and approval stages and review the budget at each User-defined stage.			
CADSS-123	The CADSS shall provide automatic e-mail notifications to support budget approval workflow.			
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.			

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:			
CADSS-126	a. Program (e.g., TB, AIDS programs)			
CADSS-127	b. Organization Structure (as listed in CADSS-28 thru CADSS-36)			
CADSS-128	c. Project (e.g., OneTime and Special projects)			
CADSS-129	d. Grant			
CADSS-130	e. Appropriation Category (e.g., Salary, Services & Supplies)			
CADSS-131	f. User-defined time period			
CADSS-132	The CADSS shall use the CDM (Charge Description Master) in the EHR System .			
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:			
CADSS-134	a. One-Time vs. Limited Term vs. Ongoing			
CADSS-135	b. Supplemental			
CADSS-136	c. Emergency			
CADSS-137	d. Mid-year Adjustments			
CADSS-138	e. Transfers			
CADSS-139	The CADSS shall provide functionality for budget modeling and scenario analysis.			
CADSS-140	The CADSS shall allow County to conduct continuous improvement analysis.			
CADSS-141	The CADSS shall provide functionality for setting and measuring productivity goals and targets, analysis, reporting and performance management.			
CADSS-142	The CADSS shall provide contract modelling to compare actual reimbursements to expected reimbursements based on contract terms			
CADSS-143	The CADSS shall provide revenue per unit of service by department and or service line. To compare budget versus actual revenue			
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.			
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
No

O - Out of the Box
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 Limit response to five pages</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 Limit response to five pages</p>	
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>	
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>	

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?
<i>Proposer Insert Response Here</i> Limit response to five pages	



**COST ACCOUNTING AND DECISION SUPPORT SYSTEM
AND RELATED SERVICES
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APPENDIX F (TECHNICAL REQUIREMENTS)

#CADSS2019

Technical Requirements

Response Code	Definition
Yes	The requirement is met.
No (not provided)	The functionality identified in the requirement will not be provided . Note: In the "Notes" column, next to this response, indicate the name of the proposed third-party software package and indicate the interface/integration services being proposed.
Note:	
1. An omitted response will be assumed to be the same as a response code of "No".	
2. Only one (1) response per requirement will be accepted.	

Response Code	Definition
O (Out of the Box) C (Customization) D (Developed) 3 (Supplied by Third Party) F (Future)	The Proposer shall indicate how the requirement will be met by checking either: Out of the box , Customization , Developed , Supplied by 3rd party , or Future : O = Out of the box - The requirement will be met through available functionality and through changes to setting of tables, switches, and rules without modification to the source code. C = Customization - The requirement will be met through changes to the existing reports or programs. This would include custom code developed to perform specific functions or validations outside the standard code. Include the creation of a new report, query or workflow that does not exist within the current application. D = Developed - The requirement will be met by developing new functionality and software code. 3 = Supplied by Third Party - Requirement will be met by third-party software package and is included in this proposal. N = The functionality identified in the requirement will not be provided. Note: In the "Notes" column, next to this response, indicate the name of the proposed third-party software package and indicate the interface/integration services being proposed. F = Future - Requirement will be met by packaged software that is currently under development, in Beta test, or not yet released. Note: In the "Notes" column next to this response, indicate the date when requirement will be available for implementation.
Note:	
1. An omitted response will be assumed to be the same as a response code of "N".	
2. Only one (1) response per requirement will be accepted.	
3. Any deviation from the response codes will be re-coded at the discretion of the LA DHS.	

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.			
CADSS-148	The CADSS shall allow administrators to delegate authority, by user group, to reset password.			
CADSS-149	The CADSS shall allow administrators to delegate authority, by user group, to restore System access of locked out user.			
CADSS-150	The CADSS shall provide the ability to restrict access based on users' accounts' privileges.			
CADSS-151	The CADSS shall provide the ability to specify roles and privileges based on login locations.			
CADSS-152	The CADSS shall allow the restriction of rights, privileges or access at the user and group level.			
CADSS-153	The CADSS shall allow restricting the rights, privileges or access of processes to the minimum required for authorized tasks.			
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.			
CADSS-155	The CADSS shall have the ability to suspend user access based on a table-driven parameter (e.g., employment status).			
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.			
CADSS-157	The CADSS allows revocation of the access privileges of a user without requiring deletion of the user.			
CADSS-158	The CADSS shall allow assigning multiple roles to one user.			
Administrative Reporting				
CADSS-159	The CADSS shall implement event, audit and access logging that complies with current HIPAA Security Rule.			
CADSS-160	The CADSS shall provide summarized and detailed reports on user access, usage logs, and other standard back-end administrative reporting.			
CADSS-161	The CADSS shall provide online reporting capability to authorized County System managers for necessary review and accountability.			
CADSS-162	The CADSS shall provide error and exception reports.			

CADSS-163	The CADSS shall provide usage reports.			
CADSS-164	The CADSS shall provide configuration, user accounts, roles and privileges reports.			
CADSS-165	The CADSS shall provide a listing of privileged account holders within the System hosting environment.			
Configuration Management				
CADSS-166	The CADSS shall provide the ability to maintain multiple operating environments for development, test, training and production.			
CADSS-167	The CADSS shall ensure administration interfaces require strong authentication and authorization.			
CADSS-168	The CADSS shall provide administrator privileges that are separated based on roles (e.g., site content developer, System administrator).			
CADSS-169	The CADSS shall provide secured remote administration channels (e.g., SSL, VPN).			
CADSS-170	The CADSS shall provide configuration stores that are secured from unauthorized access and tampering.			
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).			
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.			
System Security Requirements				
User Profiles/Roles				
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.			
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.			
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.			
CADSS-176	The CADSS shall provide the ability to define user roles and user groups and associate these with user accounts.			
CADSS-177	The CADSS shall allow the creation and assignment of user roles that limit a use's privileges to their scope of practice.			
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.			

CADSS-179	The CADSS shall allow the creation and assignment of user roles that define their required and allowed actions in workflows.			
CADSS-180	The CADSS shall allow the assignment of multiple roles to be selected from by the user at login.			
CADSS-181	The CADSS shall allow users to customize their interfaces with favorited or regularly used reports.			
	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.			
CADSS-183	The CADSS shall have the ability to identify and log IP addresses of connecting devices			
CADSS-184	The CADSS shall have the ability for security module to be maintained by an in-house System Administrator.			
CADSS-185	The CADSS shall allow an unlimited number of users to access and use the system at the same time.			
CADSS-186	The CADSS shall automatically notify users and force them to change passwords on a pre-defined frequency.			
CADSS-187	The CADSS shall provide an efficient, flexible way to control and administer multiple levels of user access.			
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.			
CADSS-189	The CADSS shall provide password complexity system standards consistent with County standards			
CADSS-190	The CADSS shall provide the password change rules for user accounts consistent with County standards			
CADSS-191	The CADSS shall provide lock-out capability after a pre-defined number of unsuccessful user sign-on attempts.			
CADSS-192	The CADSS shall not display passwords as clear text (Password Masking).			
CADSS-193	The CADSS shall provide integrated security managed in a central accounts database.			
CADSS-194	The CADSS shall provide a viewable list of Users logged on to System in real-time.			
CADSS-195	The CADSS shall allow addition of user-defined messages to logon screen.			
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.			

CADSS-197	The CADSS shall encrypt passwords before being stored or transmitted.			
CADSS-198	The CADSS shall provide the ability to disallow more than one active session per sign-on identification.			
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.			
CADSS-200	The CADSS shall require password re-entry before user is allowed to perform functions predefined as "high security".			
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.			
CADSS-202	The CADSS shall restrict users , based on their security role from directly accessing the database.			
CADSS-203	The CADSS shall allow secure password resets in case passwords are forgotten.			
CADSS-204	The CADSS shall have the ability to assign application access rights across entire suite of applications at a single point of entry.			
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.			
CADSS-206	The CADSS shall provide administrative ability to block users' access during pre-defined off-hours.			
	Authentication			
CADSS-207	The CADSS shall insure all system and user accounts are identified.			
CADSS-208	The CADSS shall insure Two-factor authentication for public facing access to the application.			
CADSS-209	The CADSS shall insure integration capability with the County's Azure Active Directory through a SSO mechanism /experience.			
CADSS-210	The CADSS shall insure web sites are partitioned into un-restricted and restricted areas using separate folders.			
CADSS-211	The CADSS shall provide authentication that uses least-privileged accounts.			
CADSS-212	The CADSS shall insure that minimum error information is returned in the event of authentication failure.			
CADSS-213	The CADSS shall have the ability to support biometrics and biometrics plus passwords (e.g., fingerprint scan and fingerprint scan plus password).			
CADSS-214	The CADSS shall authenticate the user before any access is allowed to protected resources (e.g., Protected Health Information).			

CADSS-215	The CADSS shall authenticate standalone devices before access is allowed to protected resources.			
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).			
Authorization				
CADSS-217	The CADSS shall insure measures are in place to prevent, detect and log unauthorized attempts to access the System.			
CADSS-218	The CADSS shall insure rights and privileges are assigned based on authorization roles.			
CADSS-219	The CADSS shall insure database restricts access to stored procedures to authorized accounts only.			
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.			
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.			
CADSS-222	The CADSS shall insure resources are mapped to System roles and allowed operations for each role.			
Integrity Controls				
CADSS-223	The CADSS shall insure measures are in place to detect unauthorized changes to information.			
CADSS-224	The CADSS shall insure measures are in place to protect information from being accidentally overwritten.			
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).			
CADSS-226	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-227	The CADSS shall insure sensitive data and secrets are not incorporated in code.			
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.			
CADSS-229	The CADSS shall insure sensitive data is not logged in clear text by the System.			
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).			

CADSS-231	The CADSS shall insure sensitive data is not stored in persistent cookies.			
CADSS-232	The CADSS shall insure measures are in place to prevent, detect and log unauthorized attempts to access sensitive or confidential data.			
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.			
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.			
CADSS-235	The CADSS shall insure all user sessions involving financial transactions or sensitive data are encrypted using SSL/TLS /HTTPS.			
CADSS-236	The CADSS shall provide administrative ability to block users' access to individual patient records for privacy reasons.			
	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.			
	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.			
CADSS-239	The CADSS shall be designed with System validation that assumes that user input is malicious.			
CADSS-240	The CADSS shall validate data for type, length, format, and range. Data validation is consistent across the System.			
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.)			
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.			
CADSS-243	The CADSS shall insure web server always asserts a character set: a locale and a country code, such as en_US.			
	Timeouts			
CADSS-244	The CADSS shall provide an automatic timeout if the session is idle for a pre-specified and configurable duration.			
CADSS-245	The CADSS shall warn the user before the timeout and prompts the user to re-enter their password.			
	Parameter Manipulation			

CADSS-246	The CADSS shall ensure all input parameters are validated (including form fields, query strings, cookies, and HTTP headers).			
CADSS-247	The CADSS shall support cookies with sensitive data (e.g. authentication cookies) are encrypted.			
CADSS-248	The CADSS shall ensure sensitive data is not passed in query strings or form fields.			
CADSS-249	The CADSS shall support security decisions on information other than HTTP header information.			
System Use and Interoperability				
Scalability				
CADSS-250	The CADSS shall be scalable and adaptable to meet any reasonable future growth and expansion needs.			
CADSS-251	The CADSS shall contain a single database for all solutions and modules.			
Interfaces				
CADSS-252	The CADSS shall support standard HL7 messaging protocols.			
CADSS-253	The CADSS HL7 interfaces shall have adequate bandwidth to support County expected message volume during peak hours.			
CADSS-254	The CADSS shall support standard FHIR messaging protocols.			
CADSS-255	The CADSS shall support standard X12 messaging protocols			
CADSS-256	The CADSS shall support standard Application Programming Interface (API).			
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.			
CADSS-258	The CADSS shall support standard Simple Object Access Protocol.			
CADSS-259	The CADSS shall provide the ability to validate incoming messages.			
CADSS-260	The CADSS shall provide the ability to perform data transformations.			
CADSS-261	The CADSS shall provide the ability to load information from standard format data file(s) e.g. CSV, tab-delimited, XML, etc.			
CADSS-262	The CADSS shall be scriptable/programmable using an industry standard language.			
CADSS-263	The CADSS shall monitor timeliness of messages and send alerts if certain time limits have been exceeded.			

CADSS-264	The CADSS shall support standard logging levels (WARN, INFO, DEBUG, TRACE) at the interface layer.			
CADSS-265	The CADSS shall monitor for errors and send alerts if certain time limits have been exceeded.			
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.			
CADSS-267	The CADSS shall have the capability to analyze, correct and resend messages that have been rejected.			
CADSS-268	The CADSS shall have the capability to queue outbound messages in case a receiving System is down temporarily.			
External Data Sharing and Interoperability				
CADSS-269	The CADSS shall support import of a C-CDA formatted CCD.			
CADSS-270	The CADSS shall support export of a C-CDA formatted CCD.			
CADSS-271	The CADSS shall provide the ability to automatically extract batch data and FTP/SFTP/FTPS batch transfers to external agencies.			
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.			
Flexibility				
CADSS-273	The CADSS shall insure functionality and associated business rules shall be configurable without requiring "code" modifications.			
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.			
CADSS-275	The CADSS shall provide the ability to create and/or modify the business rules which determine the acceptance/correctness of data.			
CADSS-276	The CADSS shall provide the ability for on-line access by any site connected to the organization WAN.			
CADSS-277	The CADSS shall provide the ability for secure remote access by authorized individuals (e.g. web based VPN access).			
End-user Interface				
CADSS-278	The CADSS shall use the standard out-of-the-box GUI tools to create solution user interfaces.			
CADSS-279	The CADSS shall ensure that all components are compliant with the Americans with Disabilities Act (ADA) and Section 508.			

CADSS-280	The CADSS shall provide dynamic content and views based on user role.			
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.			
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.			
CADSS-283	The CADSS shall have the ability to design a preferred sequence to make data-entry columns and fields match the workflow.			
CADSS-284	The CADSS shall allow for the option of auto-fill capability per transaction/field entry throughout all modules.			
CADSS-285	The CADSS shall have the ability to restrict free form entry (e.g., provide drop down calendar for date field).			
CADSS-286	The CADSS shall have intelligent spell checking of text fields.			
CADSS-287	The CADSS shall minimize the necessity of the mouse when user performs data entry tasks.			
CADSS-288	The CADSS shall provide the ability for a single user to open multiple sessions concurrently.			
	Reporting			
CADSS-289	The CADSS shall present data in graphical (e.g. charts, graphs) and numeric displays based on data within the System.			
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.			
CADSS-291	The CADSS shall provide ad hoc and standard query capabilities (with and without input parameters).			
CADSS-292	The ad hoc reporting tool shall be able to access any delivered or added fields in the database.			
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).			
CADSS-294	The CADSS shall provide security to protect reports created by one user from being viewed, modified, and/or executed by another user.			
CADSS-295	The CADSS shall provide the ability to view previously generated reports by any user as allowed by their user role.			
CADSS-296	The CADSS shall provide capability to schedule reports and dashboards to run automatically according to County specified intervals.			
CADSS-297	The CADSS shall allow for reporting by exception.			

CADSS-298	The CADSS shall allow print preview of all reports before printing and have print screen and selective page(s) print functionality.			
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.			
Content and Document Management				
CADSS-300	The CADSS shall have the ability to scan, attach and store imaged (scanned) documents and electronic files.			
CADSS-301	The CADSS shall enable indexing and searching of documents by a variety of user-defined metadata attributes.			
CADSS-302	The CADSS shall support for full text search.			
CADSS-303	The CADSS shall have built-in viewers/converters for a wide variety of file types.			
CADSS-304	The CADSS shall enable attachment of documents to e-mails and e-mail distribution lists.			
CADSS-305	The CADSS shall store location identification of paper documents (attributes shall minimally include folder, box, and physical location).			
System Hosting Requirements				
Hosting Service Overview				
CADSS-306	The Proposer's hosting services shall be hosted at a Tier 3 Data Center as defined by the UpTime Institute.			
CADSS-307	The Proposer's hosting services shall be hosted at locations at multiple geographically dispersed locations.			
CADSS-308	The Proposer's hosting services shall ensure facilities protected by industry standard provisions from locally high-risk natural disasters.			
CADSS-309	The Proposer's hosting services shall ensure each Hosting facility has at least two industry standard diverse external network connections.			
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.			
Cloud Hosting				
CADSS-311	The CADSS shall be hosted on an industry standard cloud hosting platform.			
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.			
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.			

CADSS-314	The CADSS hosting services cloud solution must meet the Direction for Electronic Data Residency for protected B information.			
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.			
CADSS-316	The Proposer shall own, manage and operate the cloud hosting platform and infrastructure or contract.			
CADSS-317	The CADSS shall provide hosting services where County's system and data will be operated on a single tenant cloud system.			
Hosting Service Operations				
CADSS-318	The Proposer shall have a process in place for transitioning from development to production operations.			
CADSS-319	The Proposer shall have well established maintenance and management procedures.			
CADSS-320	The Proposer shall have a documented process for capacity planning and management.			
CADSS-321	The Proposer shall have a documented methodology for monitoring, measuring, and reporting the performance metrics and System accounting information.			
CADSS-322	The Proposer shall have a documented procedure for management of 24x7x365 staff and operations.			
CADSS-323	The Proposer shall monitor the computing Systems and communications circuits 24x7x365.			
CADSS-324	The Proposer shall have a documented procedure for incident response and escalation.			
CADSS-325	The Proposer shall have a documented procedure for managing, monitoring, and maintaining interfaces.			
CADSS-326	The Proposer shall have a documented procedure for managing, monitoring, and maintaining the network up to the County's demarcation.			
CADSS-327	The Proposer shall manage and clearly communicate roles and responsibilities for its staff and County staff.			
CADSS-328	The Proposer shall provide continuous monitoring and management of the Hosting Environment to optimize support, performance, and System availability.			
CADSS-329	The Proposer shall provide a means for the County to monitor System uptime and response time of the Hosted Services.			
CADSS-330	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-331	The Proposer shall have a documented procedure for responding to unscheduled downtime.			
CADSS-332	The CADSS shall meet a Recovery Time Objective (RTO) of 4 hours and Recovery Point Objective (RPO) of 24 hours.			
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.			
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.			
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.			
CADSS-336	The Proposer shall have documented procedures for real-time client communication in the event of an unscheduled downtime.			
CADSS-337	The CADSS shall have the ability to seamlessly failover to a secondary site in a different geographic location and/or disaster zone.			
CADSS-338	The CADSS shall have the ability to report on uptime/downtime history.			
Hosting Service Security				
CADSS-339	The Proposer shall provide physical and logical security for all service components (hardware and software) and data.			
CADSS-340	The Proposer shall use industry standard encryption for all data at rest or in motion.			
CADSS-341	The Proposer shall provide intrusion detection and prevention, including network intrusion and virus detection Systems throughout Hosted Services network and computing infrastructure.			
CADSS-342	The Proposer shall meet the requirements of the current Federal HHS HIPAA Security Rule.			
CADSS-343	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-344	The Proposer shall provide an approach for defining and calculating System availability.			
CADSS-345	The Solution shall maintain 99.9% availability — including planned maintenance.			
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.			

CADSS-347	The CADSS shall track System uptime and transaction response times in order to demonstrate operation within acceptable levels.			
CADSS-348	The CADSS shall complete 100% of simple, single-screen online inquiry transactions in under one second, during peak usage.			
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.			
CADSS-350	The Proposer shall have a documented procedure for communicating regarding Service Level performance and monitoring activities.			



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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><i>Proposer Insert Response Here</i> Limit response to three pages</p>	
2.	Describe your approach to maintaining the solution over time, including any County responsibilities for configuration and system administration.
<p><i>Proposer Insert Response Here</i> Limit response to three pages</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><i>Proposer Insert Response Here</i> Limit response to three pages</p>	

1.3. System Interoperability Requirements

System Interoperability	
1.	Describe the technologies, protocols and audit mechanisms used for interfaces and data integration.
<p><i>Proposer Insert Response Here</i> Limit response to three pages</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><i>Proposer Insert Response Here</i> 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><i>Proposer Insert Response Here</i> Limit response to five pages</p>	



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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> <ul 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?
<p><i>Proposer Insert Response Here</i></p> <p>Limit response to five pages</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
<p><i>Proposer Insert Response Here</i> Limit response to three pages</p>	

1.3. System Design Document for CADS System

1.	<p><u>Develop System Design Document for CADS System</u> 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> <ul 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> Limit response to three pages</p>	

1.4. CADS System Configuration

CADS System Configuration	
1.	<p><u>Configure CADS System</u> 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.
<p><i>Proposer Insert Response Here</i> Limit response to three pages</p>	

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> <ul style="list-style-type: none"> a. Overall testing strategy b. Validating that the CADS System: <ul 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.
<p><i>Proposer Insert Response Here</i> Limit response to three pages</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>	
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"> a. Managing the interface development process including defect resolution b. Coordinating DHS, and third party, analysts and stakeholders c. Working, as necessary, with the DHS OpenLink and Oracle SOA interface engines d. Tracking and reporting status to the project team
<p><i>Proposer Insert Response Here</i> Limit response to three pages</p>	
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> Limit response to three pages</p>	

1.7. Reporting

Reporting	
1.	<p><u>Document Reporting Requirements and Develop Reports:</u> The Proposer shall document the CADS System report requirements and develop reports.</p> <p>Describe the proposed approach to:</p> <ul style="list-style-type: none"> a. Developing and validating report requirements for, at a minimum, the following reports: <ul 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 <ul style="list-style-type: none"> a. Statistics and no corresponding cost b. Cost and no corresponding statistics <p style="margin-left: 40px;">(samples attached for reference)</p> <ul 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>
<p><i>Proposer Insert Response Here</i> Limit response to five pages</p>	

1.8. System Support Training

System Support Training	
1.	<p>System Support Training: 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
<p><i>Proposer Insert Response Here</i> Limit response to three pages</p>	

1.9. User Training

User Training	
1.	<p>User Training Methodology: 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> <ul style="list-style-type: none"> a. Describe the methods, tools, and types of training (e.g., classroom, Computer Based Training (CBT)/e-learning, long-distance learning, etc.) b. Describe how the training approach and methodology covers the full spectrum of comprehensive, innovative, and cost-effective training c. 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>	

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"> a. Key Milestones and high-level timeline b. Training activities c. Deployment Preparation and Deployment Planning d. Deployment activities at day of Deployment e. Post-Deployment Stabilization Support f. Transitioning to Production Support Services g. System Acceptance
<p><i>Proposer Insert Response Here</i> Limit response to three pages</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"> a. Determining that stabilization has been achieved and exit criteria have been met b. Knowledge transfer from the project team to the Production Services Support Team c. 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>	



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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>Methodologies and Tools: The Proposer shall provide Project Management methodologies and tools.</p> <p>Describe how the proposed methodologies and tools address:</p> <ol 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: <ol 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
<p><i>Proposer Insert Response Here</i> Limit response to three pages</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>	

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><u>Detailed Staffing Plan:</u> 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><i>Proposer Insert Response Here</i> Limit response to three pages</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><u>DHS Staffing Level and Roles:</u></p> <p>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><i>Proposer Insert Response Here</i></p> <p>Limit response to three pages</p>	



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APPENDIX J (REQUIRED AGREEMENT)

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EXHIBITS

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- Exhibit V Contractor Proposal
- Exhibit W County Key Personnel

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 [**], 201[**] (“**Effective Date**”), by and between the County of Los Angeles, a political subdivision of the State of California (“**County**”), and [**], with its principal place of business at [**] (“**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 [**], 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 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).

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 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;
- (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'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.

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 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.

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 [REDACTED], a software escrow agent (the “**Escrow Agent**”), located at [REDACTED], [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 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).

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

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 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
- (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 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:

- (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 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, 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 (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.

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.

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 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.

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 telephone support Monday through Friday, from 9:00 AM to 5:00 PM;
- (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, 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.

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 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 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 9.88 (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).

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 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 (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 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 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.

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 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.
- (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. 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).

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, including Hardware, 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, including Hardware, 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. The foregoing is without prejudice to any other rights that may accrue to County or Contractor under the terms of this Agreement or by law.

12.7 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.

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 [XXXXXXXXXX] 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.

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). 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 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.

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 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.

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 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.

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 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.

- (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) 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 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.

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 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.

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.

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 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, 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.

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 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.

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, Hardware, 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. 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 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;

17.1.12 BACKGROUND CHECKS

- (a) 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.

- (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 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 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;

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 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 3.0 of the NCPDP standard for Medicaid pharmacy subrogation.
- (b) 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 is entitled to use the Licensed Software, together with the Existing System, any Hardware purchased hereunder, and Contractor's Recommended Configuration, without interruption;

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 **Error! Reference source not found.** (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 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.

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. 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.

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**

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 (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.

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 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 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.

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, 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) (Intellectual Property Indemnification), or in County’s opinion is likely to become the subject of such a claim,

then, in addition to defending the claim and paying any damages and attorneys' fees as required above in 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)**").

- (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:

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

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 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

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, naming County and its agents as an additional insured, with limits of not less than:

General Aggregate	\$__ million
Products/Completed Operations Aggregate	\$__ million
Personal and Advertising Injury	\$__ million
Each Occurrence	\$__ 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 [REDACTED] dollars (\$ [REDACTED]) per claim and [REDACTED] dollars (\$ [REDACTED]) 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 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 (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.

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 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.
- (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).
- (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 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 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, 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.
- (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 costs incurred by County, 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 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).

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) or any Service Levels expressly identified in a Statement of Work.

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.

30. **ADDITIONAL COUNTY REQUIRED TERMS**

30.1 BUDGET REDUCTIONS

County of Los Angeles

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) 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. 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.
- (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, 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.

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 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 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.

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 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@dps.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 29.2 (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. 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>.
- (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. 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.

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.

[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 the Health Agency and Contractor has caused this Agreement to be executed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Christina R. Ghaly, M.D.
Health Agency Director

CONTRACTOR

By _____
Signature

Printed Name

Title

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By _____
[**]
[**] Deputy County Counsel



COST ACCOUNTING AND DECISION SUPPORT SYSTEM

AND RELATED SERVICES

REQUEST FOR PROPOSALS

EXHIBIT A (STATEMENT OF WORK)

#CADSS2019

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



**COST ACCOUNTING AND DECISION SUPPORT SYSTEM
AND RELATED SERVICES
REQUEST FOR PROPOSALS**

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

#CADSS2019

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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 dated [REDACTED], 20__ (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.

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 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 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. [REDACTED].1 (Cost Accounting and Decision Support System Scenarios and Outcomes).

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

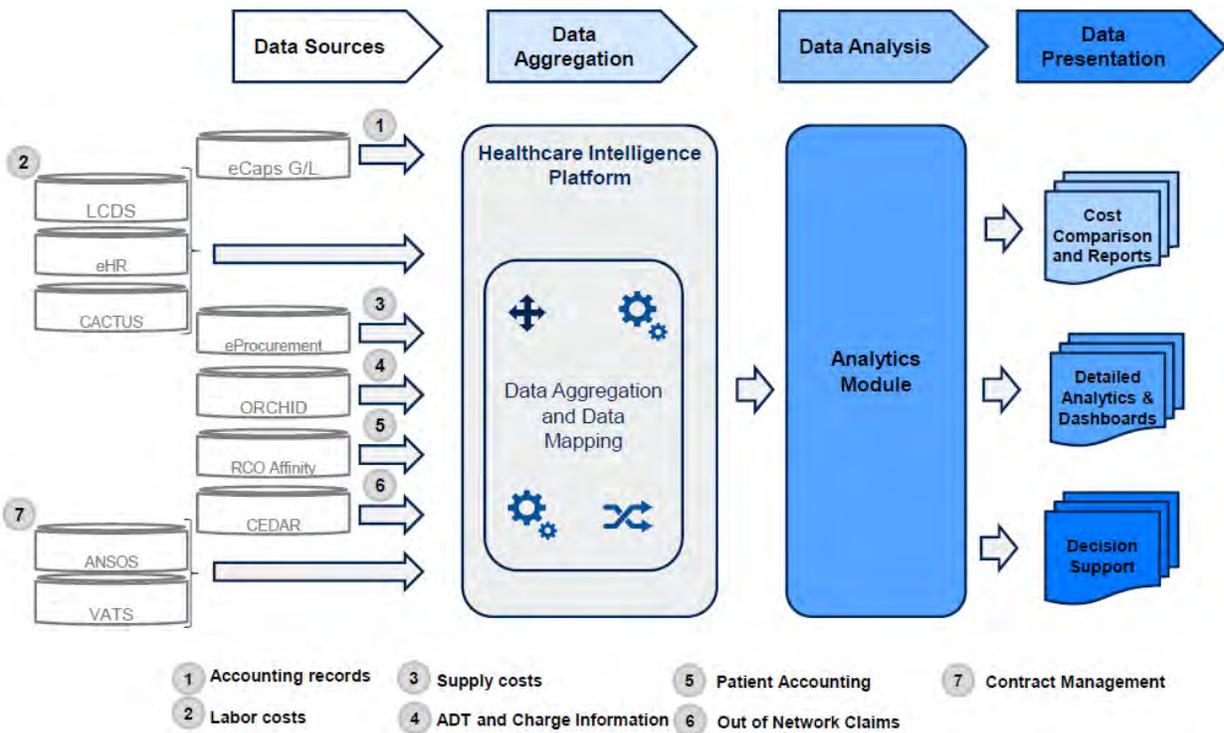
This SOW describes the Licensed Software, Implementation, Hardware, Hosting, Support and other Services to deliver the CADS System. The Deliverables in this SOW may be delivered such that Services may occur with regards to multiple tasks simultaneously.

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:

- **Electronic Medical Record (Cerner: Millennium)** – Information from the EHR System, will provide clinical information and accounting records (itemized charges) to the Cost Accounting System.
- **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 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.
- **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.

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.

Figure 1 LA DHS Cost Accounting and Decision Support System Data Source Systems



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), 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 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.
- (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.
- (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;
- (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 Cost Accounting and Budgeting Requirements	Deliverable 2.1. Discovery Findings and Validated Cost Accounting and Budgeting 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 Cost Accounting and Budgeting Data Import Design	Deliverable 2.3. Cost Accounting and Budgeting Data Import Design (Key Deliverable)
Subtask 2.4. Document Reports List and Work Plan	Deliverable 2.4. Reports List and Work Plan (Key Deliverable)
Subtask 2.5. Identify and Document All User Roles and Access Modalities	Deliverable 2.5. User Security Roles and Access Modalities

Task/Subtask Name	Deliverables/Milestones
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 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. Cost Accounting 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	

Task/Subtask Name	Deliverables/Milestones
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)
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 production of the Deliverable.
- (3) Facilitate events (e.g., workshops, meetings) as required for the development 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, 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</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>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>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> <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); • 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>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"> • 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>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>	
<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> <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</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.

<p>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). 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>	<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.

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

Subtask 2.1. Conduct Discovery Activities and Validate CADS System Requirements

Contractor will conduct Discovery Activities in preparation for the CADS System deployment activities. This will, at a minimum, include:

- 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;

Contractor will conduct Requirements Validation Activities in preparation for the CADS System deployment activities. This will, at a minimum, include:

- 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 System Requirements

- Completed Discovery Activities
- Completed Discovery Activities Findings Report

Acceptance Criteria:

- 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).

Contractor and County will determine how each data source will be extracted from source system, transformed, and loaded into the CADS system.

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

Deliverable 2.2. Data Sources and Interface Requirements

- 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:

Task 2 Design Cost Accounting and Decision Support System

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| <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 alternative (including justification for using something other than an established standard);• 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; | <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 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. |
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Task 2 Design Cost Accounting and Decision Support System

- 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.

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:

- Identify all data sources and Interfaces;
- Review data sources and Interfaces;
- 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.

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, and source files required

Deliverable 2.3. CADS System Data Import Design

- CADS System Data Import Design working sessions

Task 2 Design Cost Accounting and Decision Support System

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;
- 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.

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.

- 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

Acceptance Criteria:

- 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

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:

- Provide the County guidance/best practices to identify reports;

Deliverable 2.4. Reports List and Work Plan

- Reports Working Sessions Agendas delivered in advance of the sessions
- Draft Reports List
- Final Reports List
- Draft Reports Work Plan
- Final Reports Work Plan

Acceptance Criteria:

Task 2 Design Cost Accounting and Decision Support System

- 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;
- 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:
 - 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

- 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

Contractor will assist County in completing security data collection templates in collaboration with County.

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.

Deliverable 2.5. User Security Roles and Access Modalities

- Final data collection templates
- User Security Profiles Document
- User Security Profiles Document review session
- Updated Security, if necessary

Acceptance Criteria:

Task 2 Design Cost Accounting and Decision Support System

Contractor will provide user security profiles documentation that includes:

- 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.

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.

Contractor will conduct a review session of the user security profiles documentation with County, including SMEs from all relevant SOWs and work streams.

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

- 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.

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.

The Licensed Software final Detailed Design Document shall include documentation on all design decisions, including:

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.

Task 2 Design Cost Accounting and Decision Support System

<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. 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>	<ul style="list-style-type: none"> • 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.
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Task 3 Build and Implement Cost Accounting and Decision Support System

Task Description	
<p>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.</p>	
Subtasks/Deliverable	
<p>Subtask 3.1. Stand Up the Domains Required for the CADS System</p> <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 	<p>Deliverable 3.1. Required Domains for County CADS System Implemented</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 <p>Acceptance Criteria:</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.

Task 3 Build and Implement Cost Accounting and Decision Support System

taking into account County estimates for future expansion.

Contractor will:

- 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.

Contractor will develop new system architecture specifications that include:

- 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.

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.

- 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).

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 2.3 (Develop 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 2.3 (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 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

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 (Develop 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

<p>applicable resolution and mitigation activities;</p> <ul style="list-style-type: none"> • 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>Subtask 3.4. Develop Interfaces for All Data Source Systems</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 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: <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. ○ DHS supported interface engine(s) that will be used to manage the Interface transactions; 	<p>Deliverable 3.4. Interfaces for All Data Source Systems Built</p> <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>Acceptance Criteria:</p> <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).

Task 3 Build and Implement Cost Accounting and Decision Support System

- 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 using something other than an established standard);
- 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:
 - TCP/IP addresses;

Task 3 Build and Implement Cost Accounting and Decision Support System

- 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);
- 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.

Task 3 Build and Implement Cost Accounting and Decision Support System

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.

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 County requirements.

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 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:

- Reference Record Testing
- Internal Validation
- Future State Validation

Deliverable 4.1. Test Plan for Full Test Cycle

- Draft Test Plan
- Final Test Plan

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

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);
 - 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;
- 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

Task 4 Testing	
<p>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). 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; 	<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

- 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.

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.

Contractor will review and incorporate County feedback and proposed changes into the test script catalog and submit a final version to County for Approval.

Subtask 4.3. Conduct Full Cycle Testing

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:

- 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;

Deliverable 4.3. Full Cycle Testing Completed

- 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

Task 4 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.

Contractor will jointly decide with County through the governance process when the CADS System build is ready to move to End-to-End Testing.

Contractor will perform CADS System Testing in accordance with the Test Plan and assist County in performing End-to-End Testing activities.

Contractor will:

- 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 4.2 (Develop Scripts, Test Scenarios, and Test Catalog), respectively;
- 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.

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.

- Complete test documentation, including Error and defect log with documented resolution

Acceptance Criteria:

- 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.
- 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).

Task 4 Testing	
<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 resources, test support, and management tools, etc. 	
<p>Subtask 4.4. Plan and Conduct Reports Testing</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. 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; 	<p>Deliverable 4.4. Reports Testing Completed</p> <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>Acceptance Criteria:</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.

Task 4 Testing

- 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);
 - 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.

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.

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 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

Task 4 Testing	
<p>additional resources or test support, and management tools, etc.;</p> <ul style="list-style-type: none"> • 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. 	
<p>Subtask 4.5. Plan and Conduct Interfaces Testing</p> <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; • 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 	<p>Deliverable 4.5. Interfaces Testing Completed</p> <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>Acceptance Criteria:</p> <ul style="list-style-type: none"> • The Interface Test Plan incorporates, and is consistent with, County-provided input.

Task 4 Testing	
<p>assigned to the relevant team members/third-party vendors;</p> <p>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.</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; • 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"> • 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).
<p>Subtask 4.6. Resolve Test Issues and Defects</p> <p>The Contractor will:</p>	<p>Deliverable 4.6. Issue Resolution Conducted</p> <ul style="list-style-type: none"> • Regular Errors, Defects and Change Request Progress Reports

Task 4 Testing

- 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;
- Regularly communicate in writing with County regarding status and schedule of End-to-End Testing; and
- Document test results.
- 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
 - 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.

- 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 testing of 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 / 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.

Task 5 Training

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;
- 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, technical support personnel, and Super Users requiring additional training; and
- Highlight overall dependencies, Milestones, assumptions and risks.

The training plan also will include content specific to activities related to the following:

- 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.

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	
<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>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>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 / 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.

Task 5 Training

Subtask 5.3. Conduct System Administrator and Help Desk Training

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.

Contractor will work with County to define the appropriate training on topics including:

- 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.

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.

Contractor will provide County with a recording (audio and video) of one Help Desk class and of one Administrator class.

Deliverable 5.3. System Administrator and Help Desk Training Delivered

- Proficient individuals ready to administer the system, provide support, and conduct general maintenance and operations
- Proficiency Assessment and documentation

Acceptance Criteria:

- 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

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.

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.

Deliverable 5.4. Super User Training Delivered

- Proficient Super Users ready to use the system
- Proficiency Assessment and documentation

Acceptance Criteria:

- 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 5 Training

Without limiting the training described elsewhere in this SOW, the training shall enable County to:

- 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.

Contractor will provide County with a recording (audio and video) of one Super User class and of the training class for Report Writers.

Task 6 Deployment

Task Description

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.

Subtasks/Deliverables

Subtask 6.1. Develop and Validate Deployment Plan

Contractor will develop a Deployment Plan that includes the following:

- Go-Live Go/No-Go Decision Framework and Processes, including:
 - Definition of criteria for Go/No-Go decision; and
 - Go/No-Go checklist.

Deliverable 6.1. Deployment Plan

- Draft Deployment Plan
- Final Deployment Plan, approved by County

Acceptance Criteria:

- 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.

Task 6 Deployment	
<ul style="list-style-type: none"> • 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>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 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>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 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</p>	<p>Deliverable 6.3. Go-Live Support and Transition to Production Support Completed</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

Task 6 Deployment	
<p>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; • 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>	<ul style="list-style-type: none"> • 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. • 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.

Task 7 Project Close-out Activities	
	<ul style="list-style-type: none"> • 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 • 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 • 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 	<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> <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

Task 7 Project Close-out Activities	
<p>enhance the County’s use of the CADS System and increase benefits</p> <ul style="list-style-type: none"> • Incorporate County feedback and propose changes into the Post Go-Live Assessment reports and submit a final version to County for approval 	
<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; • 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>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 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>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; 	<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

Task 7 Project Close-out Activities

- Conduct a Solution Turnover Meeting;
- Review all aspects of Project close-out with County; and
- Address all outstanding issues and activities.

Acceptance Criteria:

- 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 Director or 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:	



**COST ACCOUNTING AND DECISION SUPPORT SYSTEM
AND RELATED SERVICES
REQUEST FOR PROPOSALS**

EXHIBIT A.1.1 (COST ACCOUNTING REPORTS AND DASHBOARDS)

#CADSS2019

DEPARTMENT OF HEALTH SERVICES

COST ACCOUNTING REPORTS & DASHBOARDS

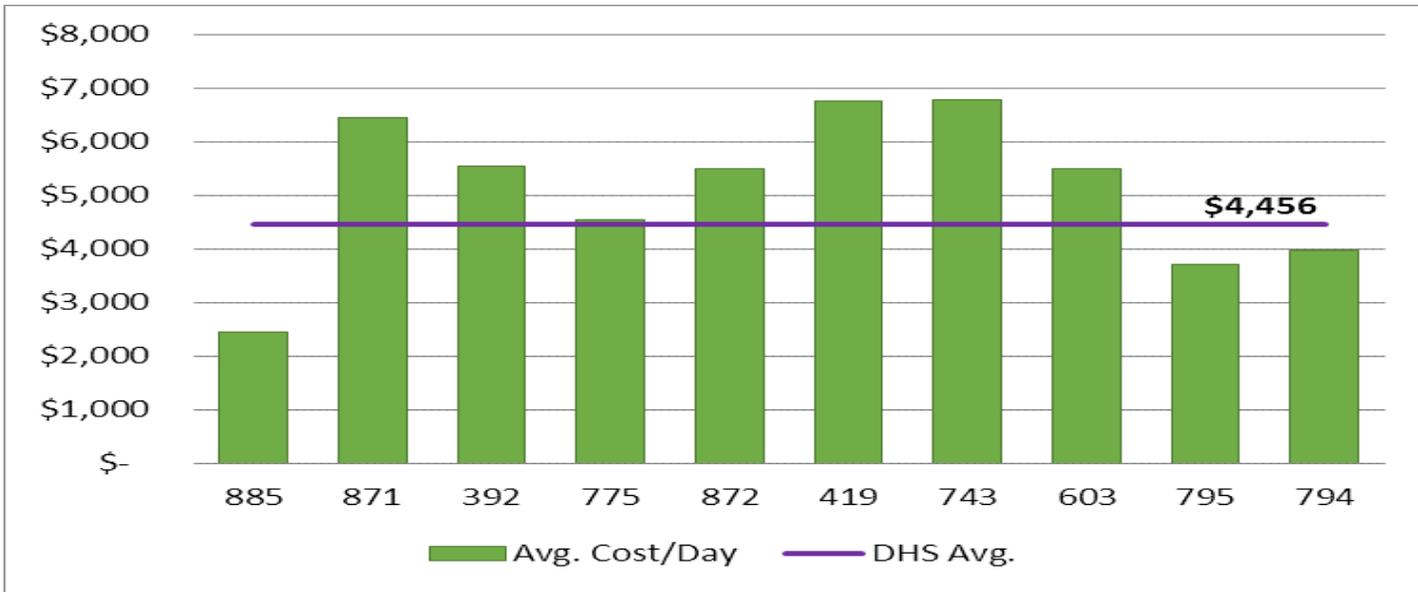
Reports:

- 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

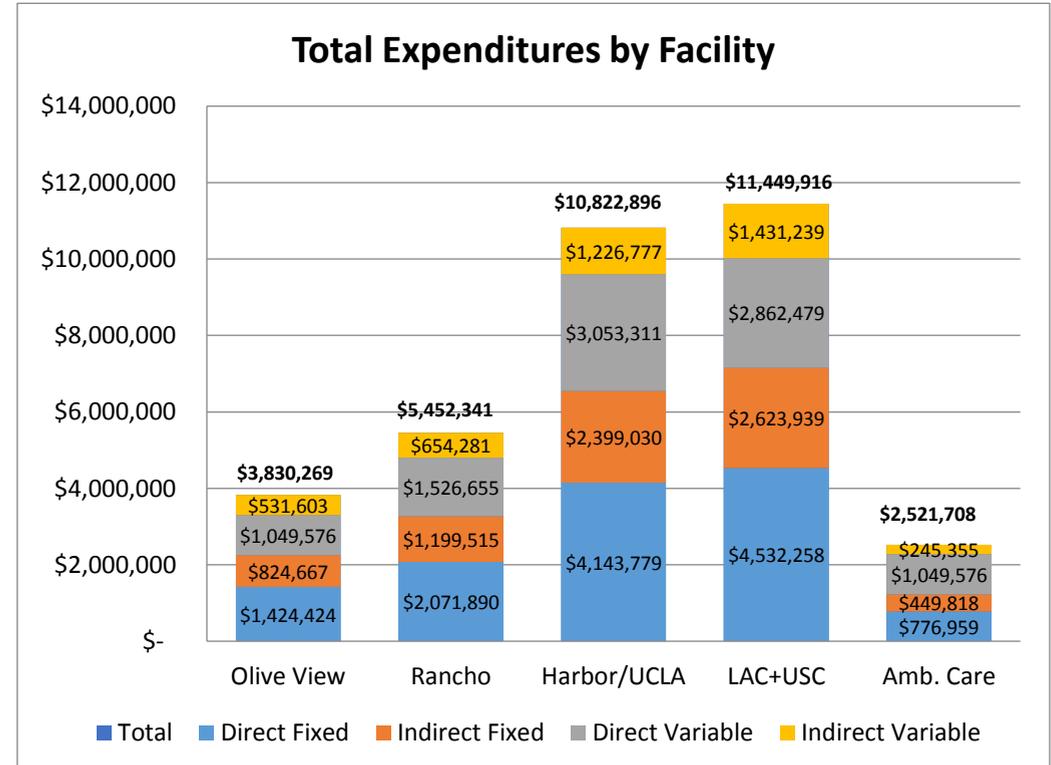
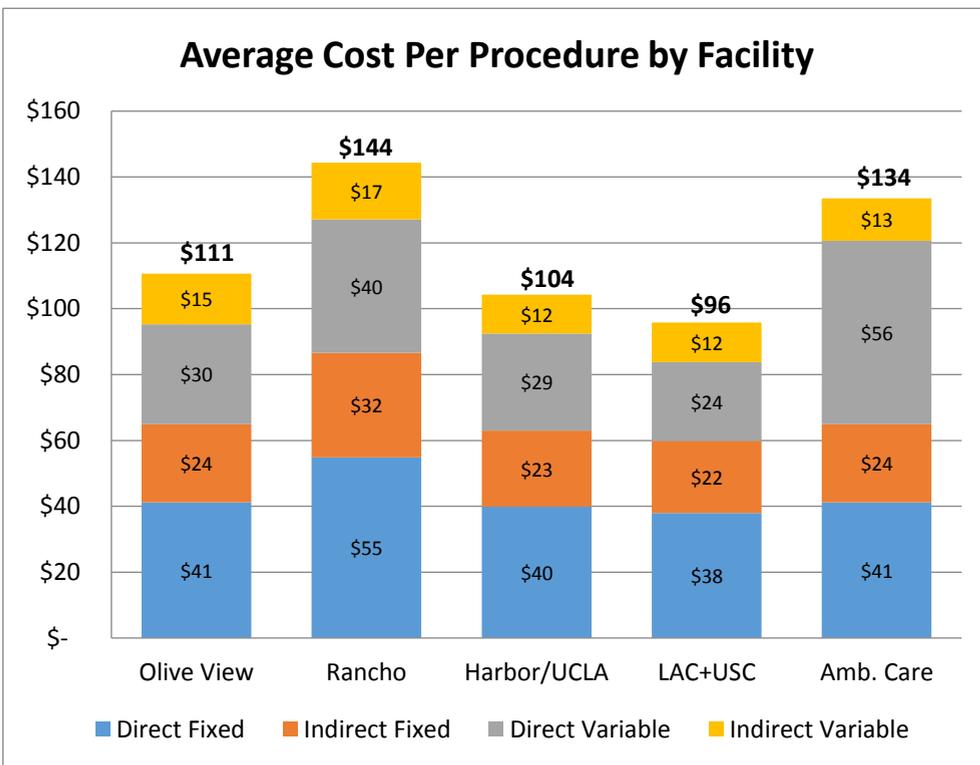
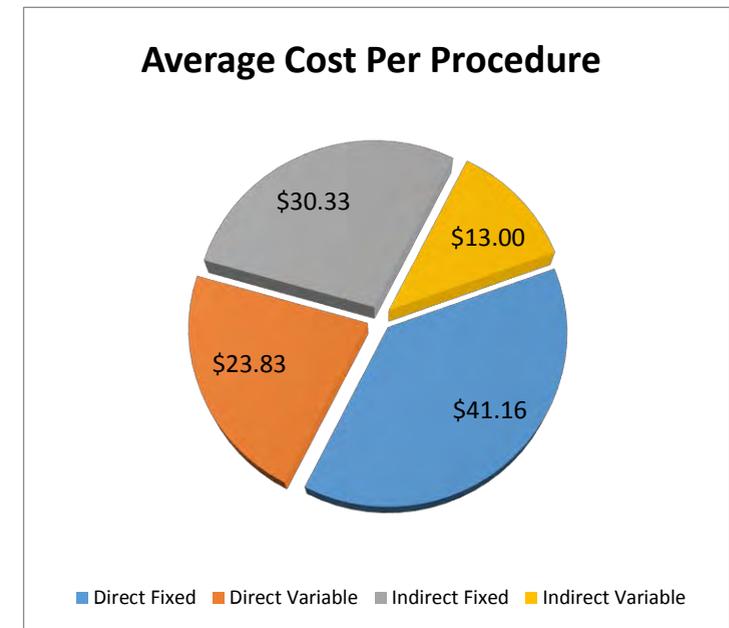
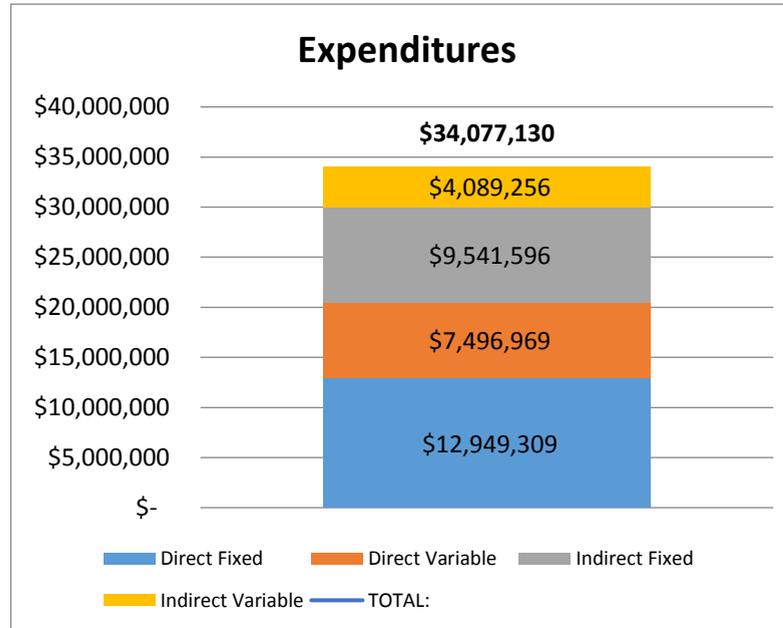


LOS ANGELES COUNTY AVERAGE DEPARTMENT OF HEALTH SERVICES COST PER "ANCILLARY" FISCAL YEAR 2018-19

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

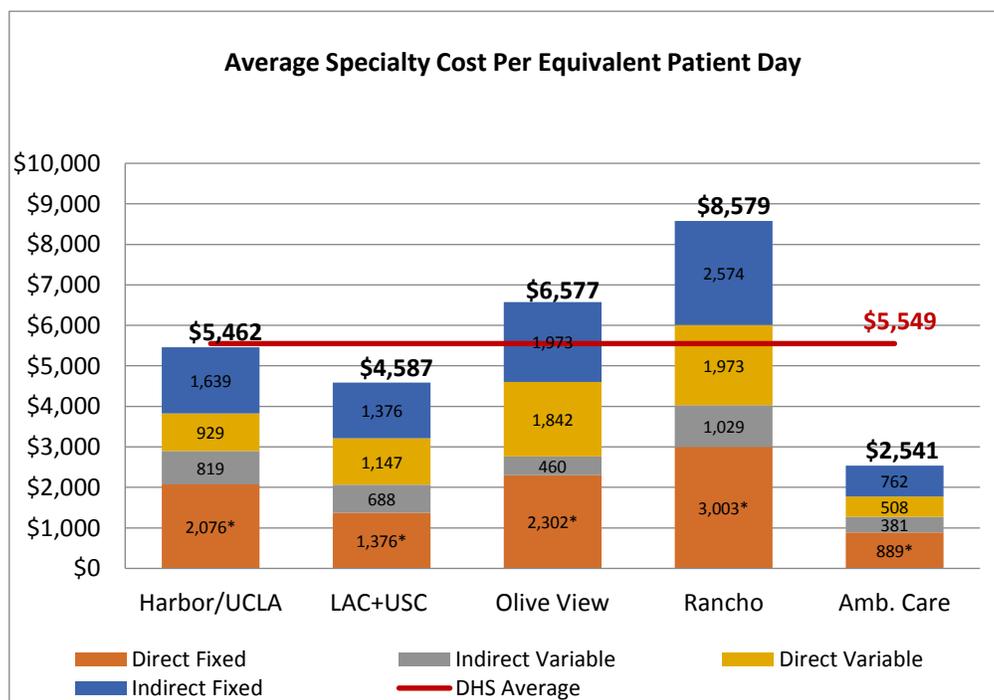
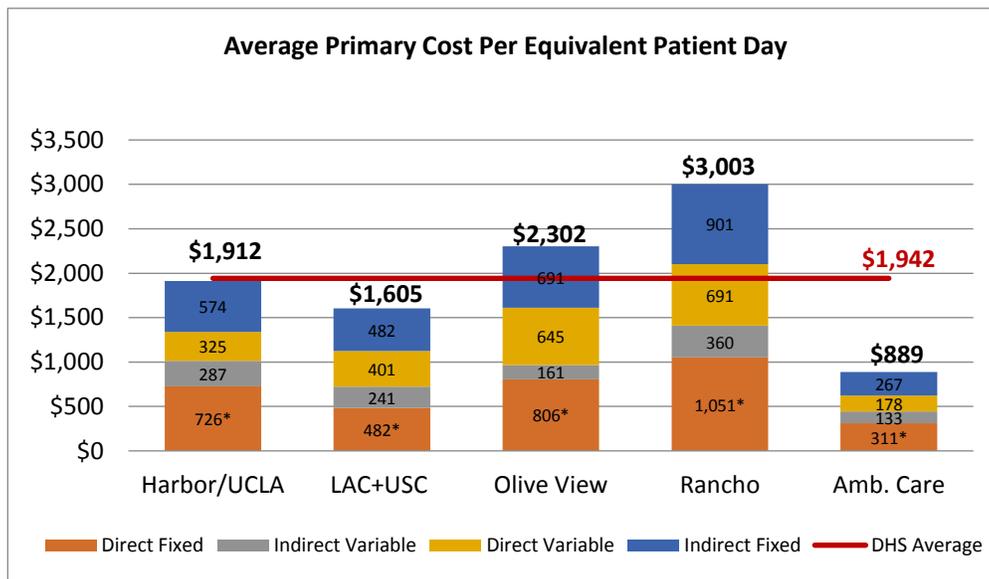
Average Cost Per Procedure
 Direct Fixed \$ 41.16
 Direct Variable \$ 23.83
 Indirect Fixed \$ 30.33
 Indirect Variable \$ 13.00
TOTAL: \$ 108.31



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

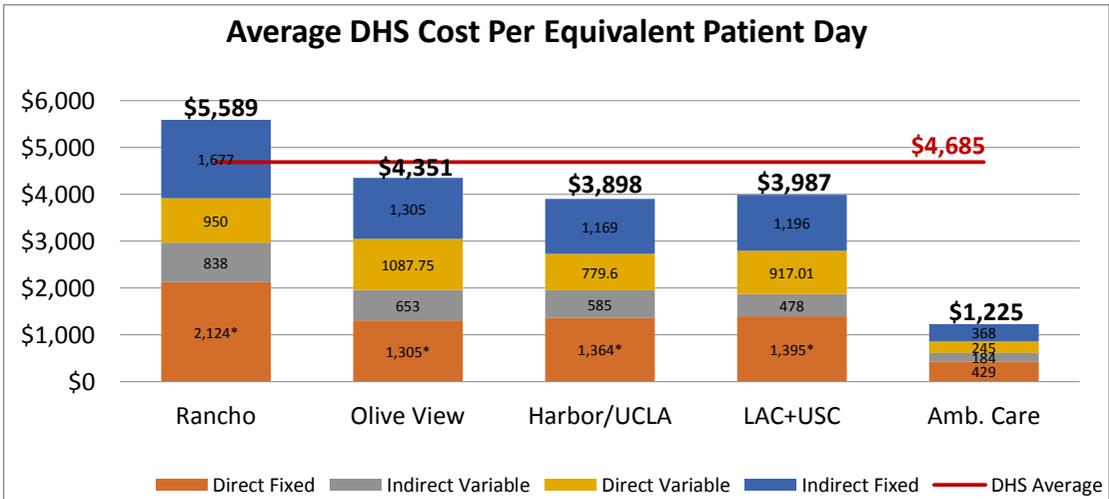
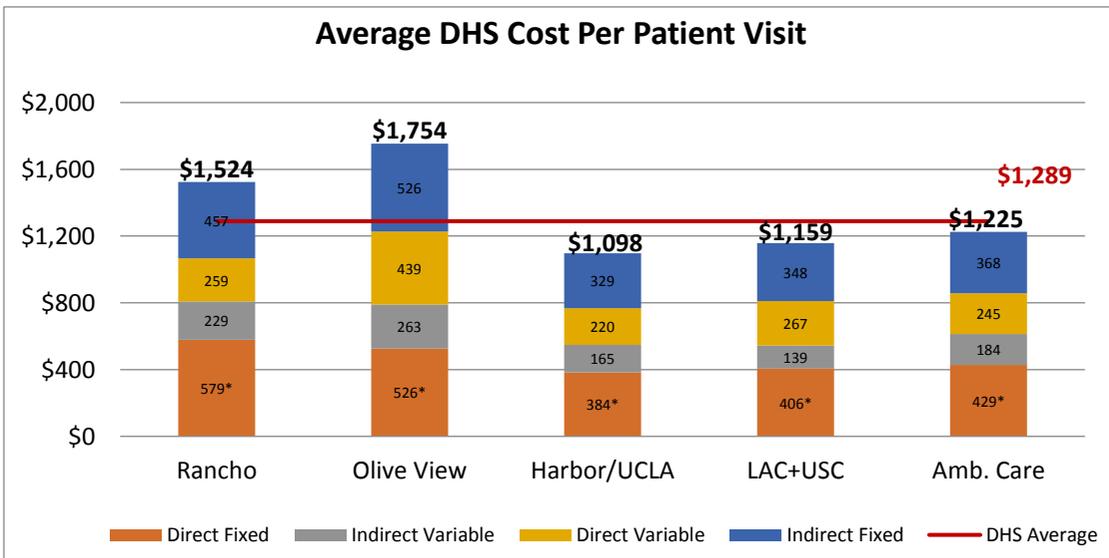
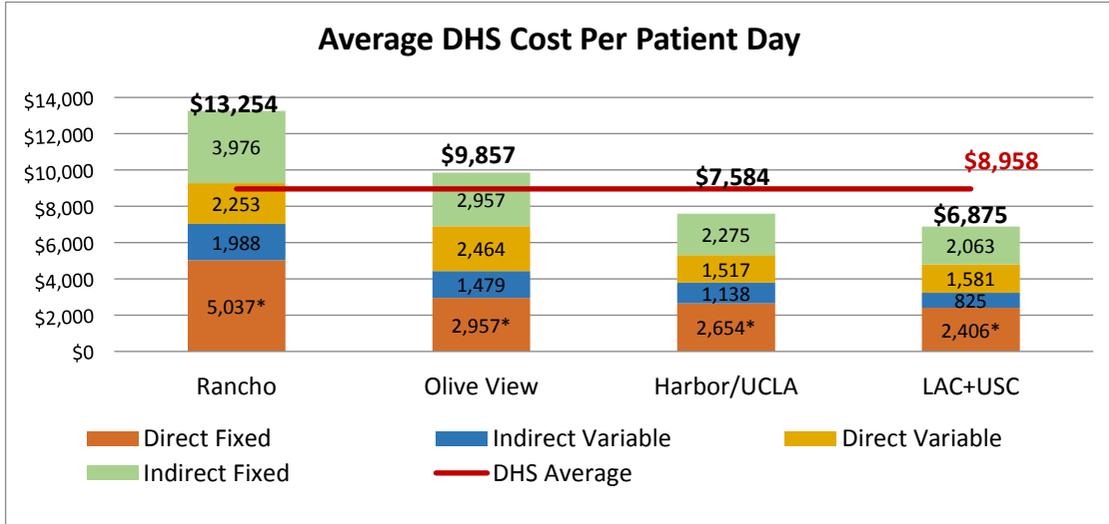


*Ability to click and drill down to cost detail for direct expenditures

**LOS ANGELES COUNTY
DEPARTMENT OF HEALTH SERVICES
AVERAGE COST BY FACILITY
FISCAL YEAR 2018-19**

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



**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 type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” 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 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 type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” 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 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>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	<p>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.1.1 (Cost Accounting and Decision Support System Scenarios and Outcomes).</p>		<p>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.1.1 (Cost Accounting and Decision Support System Scenarios and Outcomes).</p>
Paragraph 2	<p>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>	<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>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>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
SECTION 3. (COST ACCOUNTING AND DECISION SUPPORT SYSTEM)			
Paragraph 1	<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.</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>	<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.</p>
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. • 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 	<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>	<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. • 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

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	<p>staff, cost center ID, area, department objects (i.e., natural class code, cost for resources by classification, cost for supplies by code).</p> <ul style="list-style-type: none"> • 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 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>staff, cost center ID, area, department objects (i.e., natural class code, cost for resources by classification, cost for supplies by code).</p> <ul style="list-style-type: none"> • 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 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.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	<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. 		<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 type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly 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 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>
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 type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state clearly your objection(s) to the specific concept(s) below and provide your proposed revision in the adjacent column using “track changes.”</p>	[See image in Exhibit A.1, Section 3]

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
3.1 (SOW Team Structure and Resources)	<p>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>	<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>	<p>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>
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.</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>	<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.</p>

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	<p>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>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>3.3 (Schedule) Paragraph 1</p>	<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 type="checkbox"/> “No”</p> <hr/> <p>If “No,” 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 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>3.3 (Schedule) Paragraph 2</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 Section 5.1 (Services and Deliverables), Subtask 1.1 (Develop and Maintain Detailed Project Work Plan).</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>	<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 Section 5.1 (Services and Deliverables), Subtask 1.1 (Develop and Maintain Detailed Project Work Plan).</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
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>(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</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>	<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>(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</p>

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	<p>intellectual capital from previous client experiences.</p> <p>(4) Contractor will provide all Services in English.</p>		<p>intellectual capital from previous client experiences.</p> <p>(4) Contractor will provide all Services in English.</p>
<p>4.1 (Contractor Project Manager Responsibilities) Paragraph 1</p>	<p>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>	<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 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>
<p>4.1 (Contractor Project Manager Responsibilities) Paragraph 2</p>	<p>The Contractor Project Manager’s obligations include:</p> <p>(1) Establish and maintain communications through the County SOW Lead and Project governance structure;</p> <p>(2) Manage the delivery of Services and Service Interdependencies;</p> <p>(3) Notify County of any Contractor focal point or contacts for specific activities or tasks;</p> <p>(4) Manage and maintain the Project Work Plan that lists, as appropriate, the activities, tasks, assignments, Service Interdependencies, Key Milestones, and Deliverables, and schedule;</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>The Contractor Project Manager’s obligations include:</p> <p>(1) Establish and maintain communications through the County SOW Lead and Project governance structure;</p> <p>(2) Manage the delivery of Services and Service Interdependencies;</p> <p>(3) Notify County of any Contractor focal point or contacts for specific activities or tasks;</p> <p>(4) Manage and maintain the Project Work Plan that lists, as appropriate, the activities, tasks, assignments, Service Interdependencies, Key Milestones, and Deliverables, and schedule;</p>

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	<p>(5) Measure, track, and evaluate progress against the Project Schedule;</p> <p>(6) Work with the County SOW Lead to resolve deviations, if any, from the Project Schedule;</p> <p>(7) Coordinate and manage the activities of Contractor Personnel;</p> <p>(8) Report to the County SOW Lead problems and issues impacting Contractor's provision of the Services that require County's attention and resolution;</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>		<p>(5) Measure, track, and evaluate progress against the Project Schedule;</p> <p>(6) Work with the County SOW Lead to resolve deviations, if any, from the Project Schedule;</p> <p>(7) Coordinate and manage the activities of Contractor Personnel;</p> <p>(8) Report to the County SOW Lead problems and issues impacting Contractor's provision of the Services that require County's attention and resolution;</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>
<p>4.1 (Contractor Project Manager Responsibilities) Paragraph 3</p>	<p>Contractor will perform these activities throughout the provision of the Services.</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>	<p>Contractor will perform these activities throughout the provision of the Services.</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
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> <ol style="list-style-type: none"> (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; 	<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>	<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> <ol style="list-style-type: none"> (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;

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	<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 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>(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 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>4.2.1 (County SOW Lead Responsibilities) Paragraph 2</p>	<p>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>	<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>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>

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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> <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/>	County agrees to comply with its responsibilities as described in this SOW. Such obligations are to be performed at no charge to Contractor.
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 	<p>Do you accept this provision? <input 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>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

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	(4) Make available staff with appropriate skills and experience to deliver County tasks as specifically set forth in this SOW.		(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 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/>	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).
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</p>	<p>Do you accept this provision? <input 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>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</p>

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	<p>(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>(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>(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>(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	<p>Do you accept this provision?</p> <p><input type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <p>-----</p> <p>If "No," state clearly your objection(s) to the specific concept(s)</p>	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

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	<p>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.</p>	<p>below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	<p>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.</p>
<p>5.3 (Support Services) Paragraph 1</p>	<p>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>	<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>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>
<p>5.3 (Support Services) Paragraph 2</p>	<p>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</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)</p>	<p>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</p>

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	Agreement as applied to the CADS System shall refer to such Services.	<p>below and provide your proposed revision in the adjacent column using “track changes.”</p> <hr/>	Agreement as applied to the CADS System shall refer to such Services.
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 type="checkbox"/> “No”</p> <hr/> <p>If “No,” state 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 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.
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; • Associated dependencies among Deliverables, tasks, and subtasks within this SOW and across all related work streams; 	<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</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;

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	<ul style="list-style-type: none"> 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>revision in the adjacent column using “track changes.”</p> <hr/>	<ul style="list-style-type: none"> 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>Deliverable 1.1 (Detailed Project Work Plan)</p>	<ul style="list-style-type: none"> Initial Project Work Plan Final baseline Project Work Plan 	<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/>	<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 type="checkbox"/> "No"</p> <hr/> <p>If "No," 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"> 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); Project Organizational Chart that aligns with Contractor Licensed Software, Third-Party Products, and work streams documented in the SOWs; Reporting relationships; 	<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>	<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); Project Organizational Chart that aligns with Contractor Licensed Software, Third-Party Products, and work streams documented in the SOWs; Reporting relationships;

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	<ul style="list-style-type: none"> 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"> 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>
<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>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>	<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 type="checkbox"/> "No"</p> <hr/> <p>If "No," 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"> 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; 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 	<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>	<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.

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	<ul style="list-style-type: none"> 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>		<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>
<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>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>	<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

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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 type="checkbox"/> "No"</p> <hr/> <p>If "No," state 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"> 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.); Perform Error Management; Manage and Develop Communications; Perform Risk Management; 	<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 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;

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	<ul style="list-style-type: none"> • 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"> • 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>
<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 	<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>	<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

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	<ul style="list-style-type: none"> Updates to Project Control Documents and other Project plans 		<ul style="list-style-type: none"> 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 type="checkbox"/> "No"</p> <hr/> <p>If "No," state 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"> 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 type="checkbox"/> "No"</p> <hr/> <p>If "No," state 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 the Services to design the CADs System. As part of this task, the Contractor will conduct discovery and design activities for the CADs System.

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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 type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” 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 System Requirements)	<ul style="list-style-type: none"> Completed Discovery Activities Completed Discovery Activities Findings Report 	<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</p>	<ul style="list-style-type: none"> Completed Discovery Activities Completed Discovery Activities Findings Report

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		revision in the adjacent column using "track changes." <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 type="checkbox"/> "No"</p> <hr/> <p>If "No," state 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"> 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)	<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).</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>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 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> <p>Contractor and County will determine how each data source will be extracted from source system, transformed, and loaded into the CADS system.</p>

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	<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 alternative (including justification for using something other than an established standard); • Specifications of the data and transport mechanisms required for the Interface transaction; 		<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 alternative (including justification for using something other than an established standard); • Specifications of the data and transport mechanisms required for the Interface transaction;

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	<ul style="list-style-type: none"> • 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; • 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 		<ul style="list-style-type: none"> • 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; • 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

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	<p>Contractor has experienced problems developing Interfaces in the past;</p> <ul style="list-style-type: none"> 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. 		<p>Contractor has experienced problems developing Interfaces in the past;</p> <ul style="list-style-type: none"> 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 type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state 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 Subtask 2.2 (Identify All Required Data Sources and Document Interface Requirements). 	<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/>	<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 Subtask 2.2 (Identify All Required Data Sources and Document Interface Requirements).

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	<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. 		<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>Subtask 2.3 (Complete and Validate CADS System Data Import Design)</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; 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; 	<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>	<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; 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;

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	<ul style="list-style-type: none"> • 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 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>
<p>Deliverable 2.3 (CADS System Data Import Design)</p>	<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 type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," 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"> • 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>Acceptance Criteria 2.3</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. 	<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</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.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	<ul style="list-style-type: none"> Deliverable addresses all elements described in Subtask 2.3 (Complete and Validate Source Files). 	<p>revision in the adjacent column using “track changes.”</p> <hr/>	<ul style="list-style-type: none"> 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.** (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; 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; 	<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 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; 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;

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	<ul style="list-style-type: none"> • 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"> • 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 style="text-align: center;">Do you accept this provision? <input type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p style="text-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/>	<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

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
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 type="checkbox"/> "No"</p> <hr/> <p>If "No," 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"> 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> <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 	<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>	<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"> 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

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	<ul style="list-style-type: none"> • 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>		<ul style="list-style-type: none"> • 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>
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 type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," 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"> • Final data collection templates • User Security Profiles Document • User Security Profiles Document review session • Updated Security, if necessary

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
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 type="checkbox"/> "No"</p> <hr/> <p>If "No," 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"> 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.
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.	<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>	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.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	<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>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>Deliverable 2.6 (Detailed Design Document for County CADS System)</p>	<ul style="list-style-type: none"> • Completed data collection • List of participants, agenda, and findings from any design workshops • Draft Detailed Design Document • Final Detailed Design Document 	<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/>	<ul style="list-style-type: none"> • Completed data collection • List of participants, agenda, and findings from any design workshops • Draft Detailed Design Document • Final Detailed Design Document

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<p>Acceptance Criteria 2.6</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. 	<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>	<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>Task 3 (Build and Implement Cost Accounting and Decision Support System)</p>	<p>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.</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>	<p>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.</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
<p>Subtask 3.1 (Stand Up the Domains Required for the CADS System)</p>	<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> <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; 	<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>	<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> <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;

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	<ul style="list-style-type: none"> 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 and successfully tested in accordance with the applicable SOWs under this Agreement.</p>		<ul style="list-style-type: none"> 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 and successfully tested in accordance with the applicable SOWs under this Agreement.</p>
<p>Deliverable 3.1 (Required Domains for County CADS System Implemented)</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 	<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/>	<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

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
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 type="checkbox"/> "No"</p> <hr/> <p>If "No," 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"> 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).
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 type="checkbox"/> "No"</p> <hr/> <p>If "No," 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 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.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
<p>Deliverable 3.2 (CADS System Configured)</p>	<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 type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," 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"> Complete the CADS System Build Written weekly updates on status of release and defect fixes as part of the Project Status Report
<p>Acceptance Criteria 3.2</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). 	<p>Do you accept this provision? <input 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>	<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>Subtask 3.3 (Build Reports)</p>	<p>Contractor will build all required CADS System reports according to the final Reports List and Reports Work</p>	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p>	<p>Contractor will build all required CADS System reports according to the final Reports List and Reports Work</p>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	<p>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 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. <p>Contractor will support County in the development of Cost Accounting reports, including review and validation of County-created Cost Accounting reports.</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>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 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. <p>Contractor will support County in the development of Cost Accounting reports, including review and validation of County-created Cost Accounting reports.</p>
<p>Deliverable 3.3 (Reports Built)</p>	<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 	<p>Do you accept this provision?</p> <p><input type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <p>-----</p> <p>If “No,” state clearly your objection(s) to the specific concept(s)</p>	<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

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	<p>(Develop Reports List and Work Plan) has been built and is ready for testing</p> <ul style="list-style-type: none"> Documentation of weekly calls 	<p>below and provide your proposed revision in the adjacent column using “track changes.”</p>	<p>(Develop Reports List and Work Plan) has been built and is ready for testing</p> <ul style="list-style-type: none"> Documentation of weekly calls
<p>Acceptance Criteria 3.3</p>	<ul style="list-style-type: none"> 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). 	<p>Do you accept this provision? <input 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>	<ul style="list-style-type: none"> 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).
<p>Subtask 3.4 (Develop Interfaces for All Data Source Systems)</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 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>Do you accept this provision? <input 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>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>

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	<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: <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. ○ 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, 		<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: <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. ○ 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,

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	<p>throttling, queuing, retention period, and resending/republishing of messages;</p> <ul style="list-style-type: none"> ○ 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 using something other than an established standard); ○ 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. 		<p>throttling, queuing, retention period, and resending/republishing of messages;</p> <ul style="list-style-type: none"> ○ 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 using something other than an established standard); ○ 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.

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	<ul style="list-style-type: none"> ○ 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); ● 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 		<ul style="list-style-type: none"> ○ 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); ● 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

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	<ul style="list-style-type: none"> 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"> 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>
<p>Deliverable 3.4 (Interfaces for All Data Source Systems Built)</p>	<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 type="checkbox"/> "No"</p> <hr/> <p>If "No," 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"> 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>Acceptance Criteria 3.4</p>	<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, 	<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</p>	<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,

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	<p>even after the Project is transitioned to production support.</p> <ul style="list-style-type: none"> Deliverable addresses all elements described in Subtask 3.4 (Develop Interfaces for All Data Source Systems). 	<p>revision in the adjacent column using “track changes.”</p>	<p>even after the Project is transitioned to production support.</p> <ul style="list-style-type: none"> Deliverable addresses all elements described in Subtask 3.4 (Develop Interfaces for All Data Source Systems).
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 <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 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>
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</p>	<p>Do you accept this provision? <input 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 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</p>

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	<p>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 • 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; 		<p>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 • 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;

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	<ul style="list-style-type: none"> 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; 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"> 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; 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 type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state 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

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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. 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>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>	<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 4.1 (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; 	<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>	<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;

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	<ul style="list-style-type: none"> • 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 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. 		<ul style="list-style-type: none"> • 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 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.

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	<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> <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>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> <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>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>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>	<ul style="list-style-type: none"> • Sample test scripts • Final issue tracking form • Test script catalog
<p>Acceptance Criteria 4.2</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. 	<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>	<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>	<p>Do you accept this provision? <input 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 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>

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	<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 4.2 (Develop Scripts, Test Scenarios, and Test Catalog), respectively; • 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 		<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 4.2 (Develop Scripts, Test Scenarios, and Test Catalog), respectively; • 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

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	<p>inability to meet timelines, lack of quality or attention in testing, the need for additional resources, test support, and management tools, etc.</p>		<p>inability to meet timelines, lack of quality or attention in testing, the need for additional resources, test support, and management tools, etc.</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>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>	<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 4.3</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. 	<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>	<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"> 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). 		<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 type="checkbox"/> “No”</p> <hr/> <p>If “No,” 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 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;

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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.
<p>Deliverable 4.4 (Reports Testing Completed)</p>	<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 type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," 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"> • 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 type="checkbox"/> “No”</p> <hr/> <p>If “No,” state 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"> 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; Identification and documentation of relevant test scenarios for each Interface; 	<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 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; Identification and documentation of relevant test scenarios for each Interface;

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	<ul style="list-style-type: none"> • 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 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 type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," 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"> 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 type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly your objection(s) to the specific concept(s)</p>	<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.

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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/>	<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).
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; • Regularly communicate in writing with County regarding status and schedule of End-to-End Testing; and 	<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>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; • Regularly communicate in writing with County regarding status and schedule of End-to-End Testing; and

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	<ul style="list-style-type: none"> • 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>		<ul style="list-style-type: none"> • 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>Deliverable 4.6 (Issue Resolution Conducted)</p>	<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 type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," 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"> • 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 type="checkbox"/> "No"</p> <hr/> <p>If "No," 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"> • 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 type="checkbox"/> "No"</p> <hr/> <p>If "No," 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 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.
Subtask 5.1 (Develop Training Plan)	Contractor will develop a Training Plan (Education and Learning Plans) for training Super Users, administrators,	<p>Do you accept this provision? <input checked="" type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p>	Contractor will develop a Training Plan (Education and Learning Plans) for training Super Users, administrators,

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	<p>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>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>-----</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>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>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.

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	<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>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>Deliverable 5.1 (Training Plan)</p>	<ul style="list-style-type: none"> • Draft Training Plan • Final Training Plan 	<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>	<ul style="list-style-type: none"> • Draft Training Plan • Final Training Plan
<p>Acceptance Criteria 5.1</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. 	<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>	<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.

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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, Human Resources, and other systems identified in discovery), and • 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 	<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>	<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>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

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	<ul style="list-style-type: none"> Provide a walk-through/dry-run of entire training materials prior to executing training of Super Users. 		<ul style="list-style-type: none"> 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 type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state 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
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 type="checkbox"/> “No”</p> <hr/> <p>If “No,” state 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"> 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.

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<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 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>	<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>	<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 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>
<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>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</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

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		revision in the adjacent column using "track changes." <hr/>	
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). Deliverable addresses all elements described in Subtask 5.3 (Conduct System Administrator and Help Desk Training). 	<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/>	<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</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 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</p>

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	<p>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 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>		<p>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 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>
<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 	<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>	<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 type="checkbox"/> "No"</p> <hr/> <p>If "No," state 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"> 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 type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state 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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<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: <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 type="checkbox"/> “No”</p> <hr/> <p>If “No,” 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 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 type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <hr/> <p>If “No,” state 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 type="checkbox"/> “No”</p> <hr/> <p>If “No,” state 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"> • 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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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 type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," 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 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 type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," 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"> Completed deployment
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 	<p>Do you accept this provision? <input type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p>	<ul style="list-style-type: none"> The Go-Live has been executed as described in the Deployment Plan Accepted by County under

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	<p>Subtask 6.1 (Develop and Validate Deployment Plan).</p> <ul style="list-style-type: none"> Completion of the Deployment Close-out Checklist as defined in the Deployment created in Subtask 6.1 (Develop and Validate Deployment Plan). 	<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>Subtask 6.1 (Develop and Validate Deployment Plan).</p> <ul style="list-style-type: none"> 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 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; 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>Do you accept this provision?</p> <p><input 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 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; 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>

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	<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>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>Deliverable 6.3 (Go-Live Support and Transition to Production Support Completed)</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 	<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/>	<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>Acceptance Criteria 6.3</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 	<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/>	<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

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	and agreed delivery date, and has been Approved by County.		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 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 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.
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 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 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>

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
<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>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>	<ul style="list-style-type: none"> • Draft Project Close-out Checklist • Final Project Close-out Checklist
<p>Acceptance Criteria 7.1</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 Error! Reference source not found. (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 type="checkbox"/> “No”</p> <hr/> <p>If “No,” 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"> • 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 Error! Reference source not found. (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.

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
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 • 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 	<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>	<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 • 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
Deliverable 7.2 (CADS System Post	<ul style="list-style-type: none"> • Send High-Level Event Guide to County before the Post Go-Live Assessment 	<p>Do you accept this provision? <input type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p>	<ul style="list-style-type: none"> • Send High-Level Event Guide to County before the Post Go-Live Assessment

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
Go-Live Assessment (Key Deliverable))	<ul style="list-style-type: none"> Post Go-Live Assessment with County Input 	<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>	<ul style="list-style-type: none"> Post Go-Live Assessment with County Input
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?</p> <p><input 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>	<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)	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	<p>Do you accept this provision?</p> <p><input type="checkbox"/> “Yes” or <input type="checkbox"/> “No”</p> <p>-----</p> <p>If “No,” state clearly your objection(s) to the specific concept(s)</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

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
	<p>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; • 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>below and provide your proposed revision in the adjacent column using “track changes.”</p>	<p>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; • 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>Deliverable 7.3 (CADS System Final Acceptance)</p>	<ul style="list-style-type: none"> • Performance Verification Report • Final Acceptance Report under this SOW 	<p>Do you accept this provision?</p> <p><input 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>	<ul style="list-style-type: none"> • Performance Verification Report • Final Acceptance Report under this SOW

Section Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
Acceptance Criteria 7.3	<ul style="list-style-type: none"> • Performance Verification Reports • 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>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/>	<ul style="list-style-type: none"> • Performance Verification Reports • 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.
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 type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state clearly 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
<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>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/>	<ul style="list-style-type: none"> Project close-out activities as identified in the Project Close-out Checklist
<p>Acceptance Criteria 7.4</p>	<ul style="list-style-type: none"> Project Close-out services and activities address all elements described in Error! Reference source not found. (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 type="checkbox"/> "Yes" or <input type="checkbox"/> "No"</p> <hr/> <p>If "No," state 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 Error! Reference source not found. (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 Reference	County Language	Acceptance / Objection(s)	Proposed Revisions to County Language
SECTION 5.5 (PROJECT DELIVERABLE EXPECTATIONS DOCUMENT TEMPLATE)			
[Intentionally omitted]	[Intentionally omitted]	[Intentionally omitted]	[Intentionally omitted]



**COST ACCOUNTING AND DECISION SUPPORT SYSTEM
AND RELATED SERVICES
REQUEST FOR PROPOSALS**

EXHIBIT A.2 (SUPPORT SERVICES AND MAINTENANCE STATEMENT OF WORK)

#CADSS2019

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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 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.

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), 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 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.
- (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.
- (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;
- (11) Conduct regularly scheduled Project Status Meetings and prepare weekly Status Reports for the Services defined in this SOW; and

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)
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 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 (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.
- (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.

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	
<p>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>	
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</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>incorporate the PWP into ongoing project meetings.</p>	
<p>Subtask 1.2 Maintain Project Staffing and Resource Management Plan 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 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; • 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</p>	<p>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). • Project Control Documents are regularly maintained and Approved by County, and include clearly defined and explained tasks and subtasks.

activities described in Task 1 (Ongoing Project Management).	
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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

<p>Subtask 2.1. Provide Cost Accounting and Decision Support System Production Support</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: <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. • 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 	<p>Deliverable 2.1. Cost Accounting and Decision Support System Production Support</p> <ul style="list-style-type: none"> • Cost Accounting and Decision Support System Production Support Services provided • Monthly report on incident/problem management <p>Acceptance Criteria:</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.
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<ul style="list-style-type: none">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;○ 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;	
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- Detection of abnormal conditions or alarms;
- Logging of failed operations jobs and corrective action taken;
- Restarting operations jobs as required;
- 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 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, Monday through Friday, except County and Contractor recognized holidays, unless otherwise agreed by the Parties in writing; and

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- 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
 - 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:
 - 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:
 - 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

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<p>testing, and provide compliance and certification review</p> <ul style="list-style-type: none"> 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; 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>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).
<p>Subtask 2.3. Provide Hosting Services</p> <p>Throughout the Term of the Agreement, Contractor will provide Hosting Services. 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. 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 	<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).

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<p>connections from the Hosting Environment on a 24x7x365 basis;</p> <ul style="list-style-type: none"> • 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>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 • 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>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 <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</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

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Support System Statement of Work), Contractor will provide both of the following:

- 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
 - 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.

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.

of issues and defects submitted and resolved during the covered period, including all of the following for each issue and defect:

- 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).

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 Director or 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:	