



ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

25

March 29, 2016

LORI GLASGOW
EXECUTIVE OFFICER

Los Angeles County
Board of Supervisors

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Second District

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Fourth District

Michael D. Antonovich
Fifth District

March 29, 2016

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

Dear Supervisors:

**APPROVAL OF AGREEMENT WITH ECCOVIA INC., DBA CLIENTTRACK,
FOR A CASE AND HOUSING MANAGEMENT SYSTEM
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

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

Mitchell H. Katz, M.D.
Director

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

Christina R. Ghaly, M.D.
Deputy Director, Strategy and Operations

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

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

www.dhs.lacounty.gov

SUBJECT

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.

Request approval of an Agreement with EccoVia Inc., dba ClientTrack, for a Case and Housing Management System for the Department of Health Services.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Director of Health Services (Director), or his designee, to execute an Agreement with EccoVia Inc., dba ClientTrack (ClientTrack), for the provision of a Case and Housing Management System (System), effective upon Board approval for the period ending three years after final acceptance of the System, with an option to extend the Agreement for five years and with two additional one-year extensions, with a Maximum Agreement Sum not to exceed \$4,816,606, comprised of: 1) \$3,516,606 for planned agreement elements, such as implementation, training, support and the anticipated user count, with the actual user count set as described below; and 2) \$1,300,000 for Pool Dollars, with Pool Dollars expenditures to be authorized by the Director through the issuance of Change Orders and/or Amendments, as applicable.



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2. Delegate authority to the Director, or his designee, to execute amendments to the Agreement to: 1) exercise the optional five-year term extension and the optional two one-year term extensions; and 2) add, delete, and/or change certain terms and conditions as required under Federal or State law or regulation, County policy, County Board of Supervisors (Board) and/or Chief Executive Office (CEO).
3. Delegate authority to the Director, or his designee, to: 1) approve and execute Change Notices to the Agreement not requiring any additional costs or expenses or not affecting any terms or conditions of the Agreement; 2) approve and execute Change Orders using Pool Dollars included as part of the Maximum Agreement Sum for the acquisition of optional work requested by County and/or to increase the number of System users, and provided the amounts payable under such Change Orders do not exceed the available amount of Pool Dollars; and 3) approve and execute Change Orders to increase or decrease the number of System users, subject to the Maximum Agreement Sum.
4. Delegate authority to the Director, or his designee, to enter into and/or amend the Department of Health Services' (DHS') agreements with Intensive Case Management Services (ICMS) provider users, support services providers, health care providers, housing providers, philanthropic organizations, advocates, other emergency responders, healthcare facilities, and any other agencies or organizations that assist with triaging, matching, assigning and monitoring the County's target population, and any other federal, state, local agencies, and business partners to facilitate the use and the expansion of the System to support DHS' future scalability and business processes, subject to review and approval by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In 2012, DHS established Housing for Health (HFH) to provide housing and supportive services to homeless clients with physical and/or behavioral health conditions, high utilizers of County services, and other vulnerable populations. Since its inception in November of 2012, HFH has provided housing to over 1,300 clients and the program is rapidly expanding. Working in collaboration with support services providers, health care providers, housing finance agencies, housing developers, and philanthropic organizations, HFH aims to facilitate the creation of over 10,000 housing opportunities for homeless patients and clients, reduce use of inappropriate health care resources, and improve health outcomes for vulnerable populations.

First Recommendation: Allows the Director, or his designee, to execute a new Agreement with ClientTrack, substantially similar to Exhibit I, to provide a System for HFH for an initial term of three years after final acceptance of the System, with an option to extend the Agreement for five years with two additional one-year extensions.

Second Recommendation: Allows the Director, or his designee, to exercise the optional five-year term extension and the optional two one-year term extensions. This will also allow the Department to add, delete, and/or change certain terms and conditions as required under federal or state law or regulation, County policy, Board and/or CEO.

Third Recommendation: Allows the Director, or his designee, to issue Change Notices that do not

authorize additional costs and issue Change Orders to: 1) expend Pool Dollars for optional work for new software, professional services, and to increase the number of users up to the maximum amount not to exceed \$1,300,000; and 2) expend funds to increase the number of users subject to the Maximum Agreement Sum.

Fourth Recommendation: Delegates authority to the Director, or his designee, to execute and/or amend contracts with various third-party organizations who assist DHS with HFH's various programs to grant them access to the System and any other future Information Technology (IT) systems to support HFH's future scalability and business processes due to their workload and expected future growth.

HFH currently uses an Access database and Excel files to triage, assign, and monitor housing and supportive services for its clients; however, this does not allow capture of longitudinal data and does not adequately support the administration of various program types including recuperative care, stabilization housing, diversion and re-entry specific housing, rapid re-housing, and permanent supportive housing. In order to support the growing HFH workload, a robust case management system is necessary. The System will have the ability to support HFH's future scalability and provide referrers, HFH staff, and service providers with shared online access required to support HFH's business processes. The System will also track outcomes across various program types, report the status and progress of individuals receiving housing subsidies, and track the quality and outcomes provided by contracted providers.

The System is a vendor-hosted product provided on the basis of concurrent users and licensed to the County for the term of the Agreement. As the number of users is changing in response to the growth of the HFH program, the actual user count will be set by HFH upon final acceptance and may be adjusted by DHS by issuance of Change Orders in accordance with the Agreement. Pricing is based on the anticipated usage of the System. If the actual usage is higher than anticipated, DHS will return to the Board to increase the Maximum Agreement Sum.

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

The Maximum Agreement Sum for the entire term, including optional term extensions is \$4,816,606, which includes implementation fees, training service fees, solution fees, support fees, and pool dollars. Funding is included in DHS' Fiscal Year 2015-16 Final Budget and will continuously be requested for future fiscal years, as needed.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Acquisition of the ClientTrack System will address HFH's needs for a System to manage the placement and service delivery to the County of Los Angeles residents that do not have a residence, have critical health issues, and have complex medical and behavioral health conditions. The System provides functionality that is not available in DHS' Online Real-time Centralized Health Information Database (ORCHID) system. Specifically, the System will provide the ability to: 1) manage intake from DHS and other referral sources; 2) support triage and matching to relevant ICMS providers and

available properties; 3) provide relevant and authorized information exchange between DHS facilities, DHS supportive housing contractors, and landlords; 4) track and report on the quality and outcomes provided by contracted ICMS providers; and 5) provide flexible analytics and reporting to support analysis of services provided and planning for future services. Within the next 180 days, DHS will assess the feasibility of interfacing the System with ORCHID to give users a single portal to access and share data, without the need to access multiple systems. The allocated pool dollars will be used to fund the interface.

The Agreement includes all Board of Supervisors' required provisions. DHS consulted with the CEO's Risk Management Branch to assess the Agreement's insurance coverage requirements. County Counsel has approved Exhibit I as to form. The Chief Information Office concurs with DHS' recommendation and their analysis is attached as Attachment A.

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

CONTRACTING PROCESS

On October 19, 2015, a Request for Proposals (RFP) was released to identify the most qualified proposers for a Case and Housing Management System. DHS electronically notified potential proposers of the RFP and a notice of the RFP was posted and made available for download on the DHS and Internal Services Department websites. Three proposals that met the minimum qualifications were received by the November 9, 2015 deadline.

An evaluation committee comprised of DHS Subject Matter Experts evaluated the three proposals. The committee evaluated each proposal based on criteria identified in the RFP including: Background and Experience, Performance History/References, Functional Requirements, Non-Functional Requirements, Functional Requirements Approach, Project Plan, Methodology, Future Requirements, Live Demonstration, and Price. Using the informed averaging methodology, ClientTrack was the top ranked proposer. The two non-selected proposers were offered a debriefing, and both declined it. There were no protests as a result of this solicitation.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will ensure DHS has effective resources to meet the needs of HFH's workload and goals through expanded IT and communications. Utilizing the System will improve the collaboration with other agencies and the capability to manage information efficiently.

Respectfully submitted,



Mitchell H. Katz, M.D.
Director

Reviewed by:



RICHARD SANCHEZ
Chief Information Officer

MHK:RS:sa

Enclosures

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



RICHARD SANCHEZ
CHIEF INFORMATION OFFICER

Office of the CIO
CIO Analysis

NUMBER: CA16-03	DATE: 03/02/2016
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SUBJECT:
APPROVAL OF AGREEMENT WITH ECCOVIA INC. DBA CLIENTTRACK FOR A CASE AND HOUSING MANAGEMENT SYSTEM

RECOMMENDATION:
 Approve Approve with Modification Disapprove

CONTRACT TYPE:
 New Contract Sole Source
 Amendment to Contract #: Other: Describe contract type.

CONTRACT COMPONENTS:
 Software Hardware
 Telecommunications Professional Services

SUMMARY:
Department Executive Sponsor: Mitchell H. Katz, M.D., Director, Department of Health Services

Description:
The Department of Health Services (DHS) is requesting authorization to execute an Agreement with EccoVia Inc. dba ClientTrack (ClientTrack), to provide a Case and Housing Management System for their Housing for Health (HFH) program. This Agreement will be for three years, with an option to extend it for five-years with two additional one-year extensions, for a Maximum Agreement Sum not to exceed \$4,816,606. This includes \$3,516,606 for planned deliverables, such as implementation, training and support, as well as \$1,300,000 for Pool Dollars for any necessary Change Orders.

Contract Amount: **\$4,816,606** Funding Source: **DHS Final Budget Fiscal Year (FY) 2015-16**

 Legislative or Regulatory Mandate Subvened/Grant Funded:

Strategic and Business Analysis

PROJECT GOALS AND OBJECTIVES:
DHS established HFH to provide housing and supportive services to homeless/vulnerable population with physical and/or behavioral health conditions. HFH currently uses an Access database and Excel files to triage, assign, and monitor their housing and supportive services for its clients. To support the growing HFH workload (number of clients, facilities and accompanying health services) a robust case management system is required. ClientTrack is a modern, web-based system where HFH staff, referrers, and service providers will have shared online access to support the complex business needs.

BUSINESS DRIVERS:

The key business drivers for the project are:

1. Facilitate and improve the collaboration with other agencies and the capability to manage information efficiently with shared online access.
2. Streamline HFH's business processes which will improve quality and breadth of services for clients.
3. Support future scalability for HFH.
4. Track outcomes across various program types, report the status and progress of individuals receiving housing subsidies, and track the quality and outcomes provided by contracted providers.

PROJECT ORGANIZATION:

Cheri Todoroff is the HFH Program Director and Corrin Buchanan is the Program Manager. There will be a team within the HFH Program Office who will work with ClientTrack on various issues.

PERFORMANCE METRICS:

ClientTrack's System will be governed by the service levels defined within the Support Services, Maintenance Services, and Service Levels Exhibit in the Agreement. ClientTrack will provide Service Level Reports on a monthly basis. The recovery time for the Disaster Center is approximately two hours and the recovery point for data is less than 24 hours.

STRATEGIC AND BUSINESS ALIGNMENT:

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

PROJECT APPROACH:

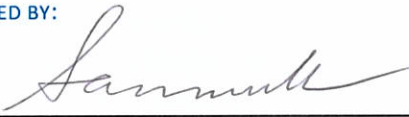
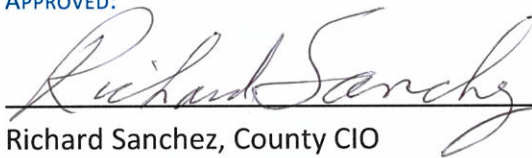
ClientTrack will be implemented according to the project plan with no more than nine months for implementation. The approximate date of go-live is December 2016.

ALTERNATIVES ANALYZED:

ClientTrack provides functionality that is not available in DHS' Online Real-time Centralized Health Information Database (ORCHID) system or other current or projected Cerner solutions.

The selection of ClientTrack's System is the result of a Request for Proposals (RFP) solicitation that opened on October 15, 2015, and closed on November 9, 2015. In total, there were three submitted proposals to the RFP and they all met the minimum qualifications. Using the informed averaging methodology, ClientTrack was the top ranked proposer.

<p>Technical Analysis</p>	<p>ANALYSIS OF PROPOSED IT SOLUTION:</p> <p>ClientTrack's System is a web-based application that will maintain a system uptime of 99.9%. ClientTrack will operate and host the System on a 24x7 basis. The vendor will provide, monitor, and maintain hosting of hardware and software, and communications infrastructure.</p> <p>Functionality: The key capabilities of the system will be to:</p> <ul style="list-style-type: none"> • Manage intake from DHS and other referral sources; • Support triage and matching to relevant Intensive Case Management Services (ICMS) providers and available properties; • Provide relevant and authorized information exchange between DHS facilities, ICMS providers, and landlords; • Track and report on the quality and outcomes provided by contracted ICMS providers; and • Provide flexible analytics and reporting to support analysis of services provided and planning for future services. <p>Software: ClientTrack is a SaaS Solution and is written in .Net.</p> <p>Infrastructure: ClientTrack is hosted with ViaWest, an Information Technology (IT) solutions provider that has been in business for more than 16 years. ViaWest operates 29 data centers in seven states and Canada.</p> <p>Hosting: ClientTrack's hosting facility, ViaWest's Cornell Data Center, is an SSAE 16 Type II Certified facility. The network is fully redundant and the database environment is designed with Availability Groups to ensure customer access. ClientTrack is hosted in the Health Insurance Portability Accountability Act (HIPAA) Compliant Cloud, a private server cloud purpose-built for the heavily regulated healthcare sector. It provides an audit-ready Compliance-as-a-Service (CaaS) solution to meet the IT and compliance needs for organizations that work with electronic Protected Health Information (ePHI).</p> <p>At implementation, ClientTrack will not be interfacing with ORCHID. If in the future DHS decides it's necessary to create a direct interface with ORCHID, ClientTrack has experience in interfacing their systems with various electronic health record systems and such services may be purchased by DHS as appropriate.</p>
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<p>Financial Analysis</p>	<p>BUDGET:</p> <p>The total agreement sum will not exceed \$4,816,606, including extension periods. The components are:</p> <p>One Time Cost:</p> <p>Implementation Fees\$408,000 Training Services Fees \$40,000 Total One Time.....\$448,000</p> <p>Ongoing Cost for Support and Usage Fees*:</p> <p>Year 1 \$209,828 Years 2 thru 10 (\$317,642 per year)..... \$2,858,772 Total Support and Usage Fees*\$3,068,606</p> <p>Pool Dollars: \$1,300,000</p> <p>Total (10 years) Contract Sum : \$4,816,606</p> <p>*Usage Fees are based on the assumption of 31-101 users for Year 1 and 101 users for Years 2-10. Actual users will be set by DHS on a monthly basis. The yearly numbers can vary based on the usage.</p>
<p>Risk Analysis</p>	<p>RISK MITIGATION:</p> <p>The System will be in compliance with HIPAA, as well as County of Los Angeles Information Security Standards. The Department’s Information Security Officer has reviewed the Agreement and recommends approval.</p> <p>The County Chief Information Security Officer reviewed the Agreement and did not identify any IT security or privacy related issues.</p>
<p>CIO Approval</p>	<p>PREPARED BY:</p> <p> _____ Sanmay Mukhopadhyay, Sr. Associate CIO</p> <p>3-3-16 _____ Date</p> <hr/> <p>APPROVED:</p> <p> _____ Richard Sanchez, County CIO</p> <p>3-3-16 _____ Date</p>

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



HOUSING MANAGEMENT SYSTEM

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HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) AGREEMENT

- N BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

**AGREEMENT BETWEEN
COUNTY OF LOS ANGELES
AND
ECCOVIA, INC. DBA CLIENTTRACK
FOR
CASE AND HOUSING MANAGEMENT SYSTEM**

This Agreement for a Case and Housing Management System ("Agreement") is made and entered into this ___ day of _____, 2016 by and between the County of Los Angeles ("County") and EccoVia, Inc. dba ClientTrack ("Contractor"), a Utah corporation, with its principal place of business at 545 E 4500 S, Suite E260, Salt Lake City, UT 84107. When used herein, the term "Agreement" includes the body of this Agreement and any Statements of Work ("SOW") 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 incorporate herein by reference. In the event of a conflict between the body of this Agreement and any SOW, Exhibit, Attachment, Schedule, or incorporated material, such conflict or inconsistency shall be resolved by giving precedence first to the Agreement and then to the Exhibits in the order of priority set forth in Paragraph 1.0 below.

RECITALS

WHEREAS, the County's Department of Health Services (DHS) strives to end homelessness in the County, reduce inappropriate use of expensive health care resources, and improve health outcomes for vulnerable populations; and

WHEREAS, DHS hopes to achieve its goal by providing permanent supportive housing, recuperative care, and specialized primary care to homeless people; and

WHEREAS, DHS desires to use a technology solution and related services to manage the information and processes required to triage, match, assign and monitor the services provided to its target population;

WHEREAS, the County may contract with private businesses for a case and housing management system and related services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing a case and housing management system and related services; and

WHEREAS, the Contractor warrants that it possesses the necessary special skills, experience, knowledge, technical competence and sufficient staffing to perform under this Agreement; and

WHEREAS, the Contractor agrees to furnish the case and housing management system and related services and technical support subject to the terms of the Contract; and

WHEREAS, County is authorized by California Government Code Section 31000 to contract for goods and services, including the services contemplated herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K L, M, and N are attached to and form a part of this Agreement.

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Schedule
- 1.3 EXHIBIT C - Intentionally Omitted
- 1.4 EXHIBIT D - Contractor's EEO Certification

- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Forms Required at the Time of Contract Execution
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law
- 1.10 EXHIBIT J - Intentionally Omitted
- 1.11 EXHIBIT K - Intentionally Omitted
- 1.12 EXHIBIT L - Intentionally Omitted
- 1.10 EXHIBIT M - Intentionally Omitted
- 1.11 EXHIBIT N - Business Associate under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")

This Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Paragraph 13.0 (Changes to Agreement) and signed by both parties.

2.0 DEFINITIONS

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

2.1 Acceptance

The County's written approval of any tasks, subtasks, Solution, Services, Deliverables, the System and milestones (if applicable) in accordance with Paragraph 5.0 (Acceptance).

2.2 Acceptance Certificate

The acceptance certificate, substantially similar to the Acceptance Certificate provided in Exhibit A (Statement of Work).

2.3 Active User

A named end-user of the Solution that has current login privileges. An Active User account (seat) cannot be shared or used by more than one individual Active User, but may be reassigned from time to time to new Active Users who are replacing former Active Users who have terminated employment or otherwise changed job status or function and no longer use Contractor's system. There are no limits on the number of Active Users.

2.4 Agreement Term

The meaning set forth in Sub-paragraph 6.1 of the Agreement. The phrase "term of the/this Agreement" and phrases of similar import shall mean the Agreement Term.

2.5 Concurrent Users

A term used to define the maximum number of Active Users allowed to login simultaneously at any given time. The Concurrent User population can be made up of any number of Active Users.

2.6 Contractor

The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Agreement.

2.7 Contractor's Project Director

The individual designated by the Contractor to administer the Agreement operations after the Agreement award.

2.8 Contractor's Project Manager

The individual designated by the Contractor to administer the Agreement operations after the Agreement award.

2.9 County Data

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

2.10 County's Project Director

Person designated by County with authority for County on contractual or administrative matters relating to this Agreement that cannot be resolved by the County's Project Manager.

2.11 County's Project Manager

Person designated by County's Project Director to manage the operations under this Agreement.

2.12 Day(s)

Calendar day(s) unless otherwise specified.

2.13 Deliverable(s)

Whether singular or plural, shall mean software, items and/or services provided or to be provided by Contractor under this Agreement identified as a deliverable, by designation, number, or context, in the Statement of Work, Exhibit, Attachment, Schedule, or any document associated with the foregoing, including all Deliverable(s) in Exhibit A (Statement of Work).

2.14 Department or DHS

The County's Department of Health Services.

2.15 Director

The Director of DHS, or his or her designee.

2.16 Displaced/Renamed Product

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

2.17 Documentation

All of Contractor's training course materials, system specifications and technical manuals, and all other user instructions regarding the capabilities, operation, and use of the Solution, including, but not limited to, any documents provided as part of the Training Services, online help screens contained in the Solution, existing as of the Effective Date and any revisions, supplements, or updates thereto.

2.18 Effective Date

The date of approval and execution of this Agreement by the Board of Supervisors.

2.19 Error

With respect to the Solution, Services, or Deliverables, a failure of the Solution, Services, or Deliverables to conform to its Specifications, or with respect to the Solution, a failure that impairs the performance of the Solution when operated in accordance with the Agreement.

2.20 Fiscal Year

The twelve (12) month period beginning July 1st and ending the following June 30th.

2.21 Inactive User

A named end-user of the Solution that DOES NOT have current login privileges. An Inactive User may be maintained in the Solution for historical and data integrity reasons.

2.22 Interfaces

Either a computer program developed by, or licensed to, County or Contractor to (a) translate or convert data from a County or Contractor format into another format used at County as a standard format; or (b) translate or convert data in a format used by County or a third-party to a format supported at County or vice versa.

2.23 Licensed Software

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

2.24 Maintenance Services

All goods and services necessary to provide and maintain the back-end of the Solution in order to comply with this Agreement and as further detailed in Exhibit A (Statement of Work). The Maintenance Services shall be considered part of the Solution and shall be provided to at no additional cost to County beyond the Solution Fees.

2.25 New Software

Any function or module that is (i) not included in the Licensed Software marketed by Contractor as of the Effective Date of the Agreement, (ii) not related to the primary function for which the Licensed Software is used by County, and (iii) not otherwise to be provided to County under this Agreement as a Revision to the Licensed Software, which Contractor may provide upon County's request therefor in the form of Optional Work in accordance with Sub-paragraph 4.6 (Optional Work). Interfaces shall be deemed New Software.

2.26 Optional Work

New Software and/or Professional Services, which may be provided by Contractor to County upon County's request and approval in accordance with Sub-paragraph 4.6 (Optional Work).⁴

2.27 Personal Data

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

2.28 Pool Dollars

Absent an Amendment in accordance with Paragraph 13.0 (Changes to Agreement), the maximum amount allocated under this Agreement for the provision by Contractor of Optional Work, including the addition of Concurrent Users, New Software and/or Professional Services, approved by County in accordance with the terms of this Agreement.

2.29 Production Use

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

2.30 Professional Services

Services, including but not limited to, consulting services, supplemental support services as described in Exhibit B (Pricing Schedule), additional training and/or customizations, which Contractor may provide upon County's request therefore in the form of Optional Work in accordance with Sub-paragraph 4.6 (Optional Work).

2.31 Solution

The Licensed Software, and Maintenance Services, all related services, equipment, hosting, and any other item required for the Contractor to deploy and provide the Licensed Software from its facilities and to County as a "software as a service" in accordance with this Agreement.

2.32 System

The Solution and Services, including all components and Documentation, collectively comprising the case and housing management system, as specified in the Agreement.

2.33 Revisions

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

2.34 Services

Collectively, all functions, responsibilities, tasks, subtasks, Deliverables, goods, and other services: (a) identified in the Specifications; (b) identified in this Agreement as being Contractor's responsibility; and (c) otherwise necessary to comply with the terms of this Agreement. Without increasing the scope of the Services, if any component task, subtask, service, or function is: (i) an inherent or necessary part of the Services defined in subparts (a), (b), or (c) of this Sub-paragraph; or (ii) a customary part of the Services defined in subparts (a), (b), or (c) of this Sub-paragraph, and not in conflict with Contractor's established methods of providing services; and, as to a service(s) within either subpart (i) and (ii) of this sentence above, is not specifically described in this Agreement, then such service or function shall be deemed to be part of the Services. Any hardware and/or software provided to County by Contractor pursuant to this Agreement shall be deemed part of the Services. There are several subsets of the Services, specifically "Implementation Services," "Maintenance Services," and "Support Services" that are included within this definition of "Services," even though they are sometimes referenced by the Service grouping name (e.g., "Implementation Services," "Maintenance Services," and "Support Services"). Each of these Service groupings includes both the broad definition of Services above, and the specific Services associated with the Service grouping and described in Exhibits,

Attachments, or Schedules and related documents incorporated into the definition of that Service grouping.

2.35 Specifications

All specifications, requirements, and standards specified in Exhibit A (Statement of Work); all performance requirements and standards specified in this Agreement, including, but not limited to, the requirements identified in Appendix A, Technical Exhibits, Exhibit 2 (Support Services, Maintenance Services, and Service Levels) to Exhibit A (Statement of Work); the Documentation, to the extent not inconsistent with any of the foregoing; all specifications provided or made available by Contractor under this Agreement, but only to the extent: (i) not inconsistent with any of the foregoing; and (ii) acceptable to County in its sole discretion; and all written and/or electronic materials furnished or made available by or through Contractor regarding the System, including functionality, features, capacity, availability, response times, accuracy, or any other performance or other System criteria or any element of the System, but only to the extent not inconsistent with any of the foregoing.

2.36 Third Party Product

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

2.37 County Work Product

All deliverables, work product, 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, software, programming, applets, scripts, designs, procedures, processes, and methods of doing business, and any other media, materials, plans, reports, project plans, work plans, documentation, training materials, and other tangible objects produced by Contractor under this Agreement as Optional Work in accordance with Sub-paragraph 4.6 (Optional Work) and designated as such in the applicable Scope of Work. However, County Work Product does not include (a) any intellectual property, including, without limitation, concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, utilities, routines, and tools, which may constitute or be contained in the County Work Product that was developed by Contractor prior to providing such County Work Product or independent of this Agreement (“**Background Intellectual Property**”) or (b) the Solution or Documentation or any modifications thereto made by Contractor.

3.0 LICENSED SOFTWARE AND INTELLECTUAL PROPERTY.

3.1 License Grant.

3.1.1 Scope of License.

Subject to the terms and conditions of this Agreement and County's payment of the applicable Solution fees set forth in Exhibit B (Pricing Schedule), ("Solution Fees"), Contractor grants to County the royalty-free, worldwide license to use the Solution and Documentation for County's business purposes and activities ("**License**") during the Agreement Term. For the purposes of this Paragraph 3.0 (License Grant), the term "use" as it applies to Solution means to access, execute, operate, and run a copy of the Solution by the number of Concurrent Users of the Solution. Without limitation of the above and subject to County's payment of the applicable fees, County's business purposes and activities will include making the Solution available to County users, intensive case management services provider users, support services providers, health care providers, housing providers, philanthropic organizations, advocates, other emergency responders, healthcare facilities, and any other agencies or organizations that assist with triaging, matching, assigning and monitoring the County's target population, and any other federal, State, and local agencies, and business partners to facilitate the use and the expansion of the System; provided, however, all of the foregoing use shall be solely with respect to the County's target population. County will ensure that any of the foregoing who are not employees, not under contract with the County, or are not otherwise under the management of County, execute confidentiality and appropriate use restrictions as to the System as set forth in the Agreement.

3.1.2 License Restrictions.

The Solution shall not in any way be disassembled, decompiled or reverse engineered, nor shall any attempt to do same be undertaken or knowingly permitted by County, except to the extent permitted by applicable law or authorized by Contractor. County shall not remove, modify or obscure any copyright, trademark or other proprietary rights notice that appear on, or during the use of, the Solution.

3.1.3 County's Use in Excess of License Limitations

In the event the Solution is licensed on a limited basis (e.g., licensed on a per user, server, CPU, named user basis) and County uses the Solution 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 and as mutually agreed to by the

parties. Contractor shall bill the County for the number of Concurrent Users specified in the Agreement, or any Amendment or Change Order thereto.

3.1.4 Documentation.

At no additional charge to County except in the case of any training materials provided as part of the Training Services which are subject to the payment of Training Fees in accordance with the Exhibit A (Statement of Work), Contractor shall provide or make available to County all Documentation relating to the Solution. If the Documentation for the Solution is revised or supplemented at any time, Contractor shall promptly provide or make available to County a copy of such revised or supplemental Documentation, at no additional cost to County. County may, at any time, reproduce copies of all Documentation and other materials provided or made available by Contractor, distribute such copies to County personnel or County designees and users of the Solution, and incorporate such copies into its own technical and user manuals, provided that such reproduction relates to County's and users' use of the Solution as permitted in this Agreement, and all copyright and trademark notices, if any, are reproduced thereon. Contractor shall provide or make available to County all Documentation in electronic form.

3.2 Revisions.

3.2.1 Notice of Revisions.

Contractor may from time to time make material revisions to the Licensed Software. In the event of such Revisions, (a) the 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 and/or the Solution, including, but not limited to, a failure to comply with the requirements of this Agreement, or compatibility with County's technical, business or regulatory requirements, including, without limitation, hardware, software, or browser configurations, then County may in its sole discretion reject such changes, and remain on the current Revision of the Licensed Software and continue to receive support and maintenance services as required hereunder for the remainder of the term of the Agreement. County shall be entitled to withhold payment for Support Services pending demonstrated correction of the issues identified. During the Agreement Term, County shall receive access to all new Revisions of the Licensed Software that Contractor makes available to its other licensees without additional charge as provided in Sub-paragraph 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.

3.2.2 Revisions During Term.

During the term of this Agreement, all Revisions (including Displaced/Renamed Products) shall be provided to County at no additional charge beyond the fees payable hereunder for Solution and/or Support Services, regardless of whether Contractor charges other customers for such Revisions. During the term of this Agreement, if (a) the Licensed Software is displaced in Contractor's product line by another product or (b) a renamed product containing substantially similar functionality to the Licensed Software is distributed by Contractor (even if the renamed product contains additional features, functionality, or other capabilities) (each a "Displaced/Renamed Product"), County shall receive such Displaced/Renamed Product as a Revision.

3.3 Work Product and Background Intellectual Property.

3.3.1 Ownership of County Data.

All County Confidential Information (as defined below) provided or made accessible by County to Contractor is and shall remain the property of County. Upon termination or expiration of the Agreement for any reason, or upon County's written request at any time, the Contractor shall provide County, at no additional cost and no later than fifteen (15) calendar days after the termination, expiration or the County's request, any County Data or other proprietary data belonging to the County stored within the Solution. Such data will be provided to the County on an external media drive in a platform-agnostic format or in any specific format reasonably requested by County. At the County's option, the Contractor shall destroy all originals and copies of all such data, and other related information or documents.

3.3.2 Ownership of Background Intellectual Property & Solution

Contractor retains all right, title and interest in and to Background Intellectual Property, the Solution and the Documentation (including any modifications thereto made by Contractor). The Solution and Documentation are licensed by Contractor to the County pursuant to Subparagraph 3.1 (License Grant) above. Accordingly, no ownership rights, title or any other proprietary interests in the Solution and/or the Documentation is transferred or granted to the County under this Agreement.

Contractor hereby grants County an unrestricted right to use the Solution, and the Documentation provided under this Agreement (including, without limitation, copyright, trademark, service mark, patent, trade secret, and all other intellectual property rights) in accordance with the License.

3.3.3 Ownership of County Work Product

From time to time, County may retain Contractor to develop County Work Product. County Work Product may include, but is not limited to, customized documentation, software components and/or Interfaces. Contractor hereby assigns, transfers and conveys to County, exclusively and perpetually, all rights, titles, and interests throughout the world it may have or acquire in the County Work Product, including without limitation all intellectual property or other proprietary rights (including without limitation copyrights, patents rights, trade secret right, rights of reproduction, trademark rights, rights of publicity, and the right to secure registrations, renewals, reissues, and extensions thereof) (collectively, Intellectual Property Right(s)) therein or otherwise arising from the performance of this Agreement. No rights of any kind in and to the County Work Product, including all Intellectual Property Rights, are reserved to or by the Contractor or will revert to Contractor. Contractor agrees to execute such further documents and to do such further acts, at County's expense, as may be necessary to perfect, register or enforce County's ownership of such rights, in whole or in part. If Contractor fails or refuses to execute any such documents, Contractor hereby appoints County as Contractor's attorney-in-fact (this appointment to be irrevocable and a power coupled with an interest) to act on Contractor's behalf and to execute such documents. Contractor hereby forever waives and agrees never to assert against County, its successors or licensees any and all "Moral Rights" Contractor may have in the County Work Product even after expiration or termination of this Agreement.

To the extent Background Intellectual Property constitutes or is incorporated into County Work Product or required for County to fully exploit such County 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 Background Intellectual Property constituting or incorporated into the County Work Product or otherwise delivered to County in connection with this Agreement, and provided further that the Background Intellectual Property is not separately commercially exploited by County. Any and all Background Intellectual Property which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County's Project Director as proprietary or confidential, and shall be

plainly and prominently marked by Contractor as “PROPRIETARY” or “CONFIDENTIAL.”

3.4 Third Party Product.

The Contractor shall not use any Third Party Product in the System without the prior written approval of the County to be granted or withheld in its sole discretion. In the event Contractor provides any Third Party Product to County in connection with this Agreement, Contractor shall obtain, at Contractor’s sole cost and expense, a fully paid-up, royalty-free, worldwide, perpetual, non-exclusive license for County and County’s agents and assigns, to use the Third Party Product for County’s business purposes and activities. For the avoidance of doubt, Contractor shall support and maintain, at no additional charge to County, all Third Party Product to the same extent as the Licensed Software.

4.0 SERVICES.

4.1 Services Generally.

The Contractor will provide and implement the Solution as specified in this Agreement. The Contractor will provide the Services, fulfill the obligations to County, produce and deliver the Deliverables, and retain the responsibilities set forth in this Agreement, and more specifically, Exhibit A (Statement of Work) and in accordance with Appendix A, Technical Exhibits, Exhibit 2 (Support Services, Maintenance Services, and Service Levels) to Exhibit A (Statement of Work). Contractor shall provide the Services without causing a material disruption of County’s operations. If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.2 Implementation Services.

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

4.2.2 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 (“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), as specified in Exhibit B (Pricing Schedule). The Implementation Fees shall be a fixed fee amount specified in such Exhibit B (Pricing Schedule).

4.2.3 Included within the Services subject to the Implementation Fees, Contractor shall deliver all Deliverables by the date(s) specified unless extended by County in writing prior to the Deliverables due date. Should Contractor anticipate that the Contractor resources assigned to provide the Services, or any segment of Services (e.g., Phase 1, Phase 2, or Phase 3), subject to the Implementation Fees, 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 Exhibit A (Statement of Work). Notwithstanding the foregoing, there shall be no obligation on the part of County to proceed to any subsequent phases of work with Contractor or to obtain additional Services from Contractor under this Agreement after completion of an earlier phase.

4.2.4 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 in this Sub-paragraph 4.2.4 (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. This Sub-paragraph 4.2.4 (Credits to County) shall not apply if the County contributes materially to any delayed performance by the Contractor.

4.3 Training.

As part of the Services, Contractor shall provide the training and related services to County and its personnel set forth in Exhibit A (Statement of Work) at no additional charge to County beyond the applicable training fees ("**Training Fees**"). 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 customers and/or licensees.

4.4 Support Services.

Contractor shall provide the support services described in this Sub-paragraph 4.4 (Support Services) and Exhibit A (Statement of Work), including Appendix A, Technical Exhibits, Exhibit 2 (Support Services, Maintenance Services, and Service Levels) (collectively, the "Support Services") for the applicable fees set forth in Exhibit B (Pricing Schedule) ("**Support Fees**"). The Support Services shall commence on the Final Acceptance of the Solution. 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 Solution to conform to the Specifications, or to fulfill Contractor's obligations pursuant to this Sub-paragraph 4.4 (Support Services).

4.5 Software as a Service.

During the term of this Agreement, Contractor shall provide the Licensed Software by hosting the Licensed Software on its hardware, equipment or applicable tools at its facilities and providing the Maintenance Services as set forth in this Agreement and Exhibit A (Statement of Work). In providing the Solution, Contractor shall achieve the service levels and performance standards set forth in Appendix A, Technical Exhibits, Exhibit 2 (Support Services, Maintenance Services, and Service Levels) to Exhibit A (Statement of Work) and this Agreement. Contractor represents and warrants that in connection with this Agreement Contractor shall not deliver for installation on County's systems any software or programming, whether created or developed by Contractor or a third party.

4.6 Optional Work & Additional Concurrent Users

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

4.6.1 New Software

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

All New Software, once approved in writing by County pursuant to Paragraph 5.0 (Acceptance), 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 Solution Fees and/or Support Fees, as applicable, under this Agreement.

4.6.2 Professional Services

Upon County's written request, Contractor shall provide to County Professional Services as part of Optional Work using Pool Dollars, including consulting services, supplemental support services and/or additional training, in accordance with any applicable Change Order. Specifically, County may from time to time, during the term of this Agreement, submit to Contractor for Contractor's review written requests

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

4.6.3 Additional Concurrent Users

During the Agreement Term, the County shall have the right to adjust the number of Concurrent Users in accordance with any applicable Change Order. Specifically, County may from time to time adjust the number of Concurrent Users pursuant to Exhibit B (Pricing Schedule) and subject to the Maximum Agreement Sum. Such adjustment may include both addition and/or subtraction of Concurrent Users in accordance with the applicable Change Order.

4.6.4 Expenditure of Maximum Agreement Sum

The parties agree that prior to executing any Change Order for Optional Work and/or to increase the number of Concurrent Users, the parties shall verify whether funds are available in Pool Dollars and/or the remainder of the Maximum Agreement Sum, as applicable, for such proposed Change Order by reviewing the aggregate amount of funds that have been allocated to Change Orders or amendments prior to the date of the proposed Change Order.

4.7 Intentionally Omitted

4.8 Time Is of the Essence

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

4.9 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 (as defined below), County's intellectual property or any County property to any entity or individual outside the continental United States.

5.0 ACCEPTANCE

5.1 Acceptance Criteria

The Solution, Services, Deliverables, and milestones (if applicable) 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, as developed in accordance with Exhibit A (Statement of Work) and this Paragraph 5.0 (Acceptance) (the "**Acceptance Criteria**"). Such Acceptance Criteria shall be based, at a minimum, on conformance of the Solution, Services, and Deliverables, to the Specifications. In the event the parties fail to agree upon Acceptance Criteria, the acceptability of the Solution, Services, Deliverables, and milestones, and the System as a whole, shall be based solely on County's reasonable satisfaction therewith.

5.2 Acceptance Tests

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

County and/or Contractor shall conduct all tests (hereinafter "**Acceptance Test(s)**") specified in this Sub-paragraph 5.2 (Acceptance Tests) and in Exhibit A (Statement of Work).

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

5.3 Production Use

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

5.4 Intentionally Omitted

5.5 Final Acceptance

5.5.1 Conduct Performance Verification

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

Commencing with Final Acceptance and continuing through the Warranty Period, any problems encountered by County in the use of the Solution shall be subject to the applicable terms under the Agreement as more fully described in the Statement of Work.

5.5.2 Performance Verification Report

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

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

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

Contractor shall provide the "Certification of Performance Verification", certifying that the Solution complies with the Specifications and documenting the review with County under Sub-paragraph 5.5.2 (Performance Verification Report), including agenda, attendees, action items, and supporting documentation.

5.5.3 Final Acceptance

The Solution shall achieve "**Final Acceptance**" when (a) the Contractor's Project Director provides County a signed Acceptance Certificate; and (b) County's Project Director and County's Project Manager provide Contractor with written approval, as evidenced by their countersignatures on such Acceptance Certificate. The Acceptance Certificate shall not be issued by Contractor until all Errors discovered during the thirty (30) day period following the successful transitioning of the Solution to Production Use have been corrected.

5.6 Failed Testing

- 5.6.1 If the County's Project Director makes a good faith determination at any time that the Solution (as a whole, or any component thereof), 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 Sub-paragraph 5.6 (Failed Testing) as "**Designated Test**"), the County's Project Director shall promptly notify Contractor in writing of such failure, specifying with as much detail as possible the manner in which the Solution, Services, Deliverables, and/or milestones failed to pass the applicable Designated Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs, and modifications to the Solution, Services, Deliverables and/or milestones as will permit the Solution, Services, Deliverables and/or milestones to be ready for retesting. Contractor shall notify the County's Project Director in writing when such corrections, repairs, and modifications have been completed, and the applicable Designated Test shall begin again. If, after the applicable Designated Test has been completed for a second time, the County's Project Director makes a good faith determination that the Solution, Services, Deliverables and/or milestones again fails to pass the

applicable Designated Test, the County's Project Director shall promptly notify Contractor in writing, specifying with as much detail as possible the manner in which the Solution, Services, Deliverables and/or milestones, failed to pass the applicable Designated Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs, and modifications to the Solution, Services, Deliverables and/or milestones as will permit the Solution, Services, Deliverables and/or milestones to be ready for retesting.

- 5.6.2 Such procedure shall continue until such time as County notifies Contractor in writing either: (i) of the successful completion of such Designated Test or (ii) that County has concluded, subject to the Dispute Resolution Procedure, that satisfactory progress toward such successful completion of such Designated Test is not being made, in which latter event, County shall have the right to make a determination, which shall be binding and conclusive on Contractor, that a non-curable default has occurred and to terminate this Agreement in accordance with Sub-paragraph 9.2 (Termination for Default) on the basis of such non-curable default.
- 5.6.3 Such a termination by County may be, subject to the Dispute Resolution Procedure, as determined by County in its sole judgment: (i) a termination with respect to one or more of the components of the Solution; (ii) a termination of any part of Exhibit A (Statement of Work) relating to the Solution, Service(s), Deliverables(s), and/or milestone(s) 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 System as a whole, the entire Agreement. In the event of a termination under this Sub-paragraph 5.6 (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 component(s), Solution, Service(s), Deliverables(s), milestone(s), and/or System 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 Solution or 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.

5.7 Integration/Interfacing

From time to time, Contractor may be responsible for developing and delivering New Software as part of the Solution in accordance with Sub-paragraph 4.6 (Optional Work) of the Agreement. If such New Software is to be

integrated/interfaced with other software, equipment, and/or systems provided by Contractor or at the direction of Contractor, including any customized enhancements and County Work Product, the New Software shall not be deemed Accepted by County until the New Software and such other systems have been successfully integrated/interfaced and accepted by County in accordance with the terms of this Paragraph 5.0 (Acceptance). For example, if Contractor is to provide Solution consisting of multiple modules or that includes enhancements, including County Work Product, to the Solution as part of the Optional Work, County's acceptance of any individual module or enhancement shall not be final until County accepts all of the New Software and modules or enhancements integrated/interfaced together as a complete system resulting in the enhanced or customized Solution, including the operation of the Solution on all equipment required for its use in conformance with the terms of this Agreement. Contractor shall not obtain any ownership interest in any other systems merely because they were interfaced, integrated, or used with the Solution.

6.0 TERM OF AGREEMENT

6.1 Agreement Term.

The term of this Agreement shall commence on the Effective Date and continue in full force and effect until the earlier of (i) termination of the Agreement in accordance with its terms; or (b) the expiration or termination of the Support Term, ("Agreement Term").

6.2 Support Term.

The term for the Support Services shall commence on the Final Acceptance of the Solution ("Solution Start Date") and continue in full force and effect for three (3) years, unless earlier terminated as provided herein ("Initial Support Term"). Upon the expiration of the Initial Support Term, County may, at its sole option, extend the Initial Support Term for a five (5) year term (the "First Renewal Support Term"). Upon the expiration of the First Renewal Support Term, County may, at its sole option, extend the First Renewal Support Term for two (2) additional one (1) year terms (each, an "Additional Renewal Support Term"). Each of the foregoing option(s) to extend shall be exercised in accordance with Sub-paragraph 13.1.4. The Initial Support Term, the First Renewal Support Term, and the Additional Renewal Support Term(s), each when exercised, are referred to herein collectively as the "Support Term."

Each option to exercise the County's right to extend the Agreement shall be exercised at the sole discretion of the Director as authorized by the Board of Supervisors.

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

6.3 Notice of Expiration.

The Contractor shall notify DHS when this Agreement is within six (6) months from the expiration of the Initial Support Term, the First Renewal Support Term and each Additional Support Term. Upon occurrence of each event, the Contractor shall send written notification to DHS at the address herein provided in Exhibit E (County's Administration).

7.0 AGREEMENT SUM

- 7.1 Contractor shall invoice County in accordance with Exhibit B (Pricing Schedule) (1) for Implementation Services in accordance with Exhibit B (Pricing Schedule); (2) for Support Services, by payment of monthly Support Fees monthly in arrears commencing one month following the beginning of the provision of Support Services; (3) for the Solution, by payment of monthly Solution Fees monthly in arrears commencing one month following the Final Acceptance of the Solution; (4) 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; and (5) for adjustments of the number of Concurrent Users, by payment of the applicable monthly Solution Fees monthly in arrears commencing one (1) month following the addition of such Concurrent Users.
- 7.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 7.3 The Maximum Agreement Sum under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all the tasks, subtasks, deliverables, goods, Solution, Services, System 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 the foregoing. The Maximum Agreement Sum, including all applicable taxes and Pool Dollars, authorized by County hereunder shall not exceed **Four Million, Eight Hundred Sixteen Thousand, Six Hundred and Six Dollars (\$4,816,606)** as further detailed in Exhibit B (Pricing Schedule), unless the Maximum Agreement Sum is modified pursuant to a duly approved Amendment to this Agreement by County's and Contractor's authorized representative(s) pursuant to Paragraph 13.0 (Changes to Agreement). The Maximum Agreement Sum under this Agreement shall cover the authorized payments for all elements of the System, including the Solution, and

Services including, Implementation Services, Support Services, and any Optional Work. The Maximum Agreement Sum shall not be adjusted for any costs or expenses whatsoever of Contractor. The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total Agreement authorization under this Agreement. Upon occurrence of this event, the Contractor shall send written notification to the Project Director at the address herein provided in Exhibit E (County's Administration).

7.4 No Payment for Services Provided Following Expiration/Termination of Agreement

The 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.

7.5 Holdbacks

County will hold back twenty percent (20%) of the amount of each invoice submitted by Contractor under this Agreement prior to Final Acceptance of the Solution and approved by County pursuant to Paragraph 5.7, Invoices and Payments. Notwithstanding the foregoing, Solution Fees, Training Fees and Support Fees are not subject to this Sub-paragraph 7.1 (Holdbacks). With respect to (i) the work completed and delivered by Contractor prior to Final Acceptance in accordance with the project plan, the cumulative amount of such holdbacks shall be due and payable to Contractor upon Final Acceptance, and (ii) the work completed and delivered by Contractor via Change Orders or Amendments following Final Acceptance, the cumulative amount of the applicable holdbacks, if any, shall be due and payable to Contractor upon County's Acceptance of such work, all subject to adjustment of any amounts arising under this Agreement owed to County by Contractor, including, but not limited to, any amount arising from Sub-Paragraphs 7.8, Invoice Discrepancies, and any partial termination of any task or Deliverable.

7.6 Invoices and Payments

The Contractor shall invoice the County only for providing the tasks, Deliverables, goods, services, and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Agreement, and shall include supporting documentation (including but not limited to identification of the specific work for which payment is claimed; copies

of fully executed Acceptance Certificate(s) evidencing County Project Director's approval of such work and the payment amount; indication of the applicable Holdback Amount and the cumulative Holdback Amount accrued under this Agreement; indication of any credits or withholds accrued under this Agreement; and any other supporting documentation reasonably requested by County's Project Director). The Contractor's payments shall be as provided in Exhibit B (Pricing Schedule), and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. The making of any payment or payments by County, or receipt thereof by the Contractor, shall in no way affect the responsibility of Contractor to furnish the Solution, Services, and Deliverables in accordance with this Agreement, and shall not imply Acceptance by the County of such items or the waiver of any warranties or requirements of this Agreement.

The Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Schedule).

The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

All invoices under this Agreement shall be submitted to the County's Project Manager identified in Exhibit E (County's Administration) and the following address:

Attn: Cheri Todoroff
Los Angeles County Department of Health Services
238 E. 6th Street
Los Angeles, CA 90014

7.7 County Approval of Invoices

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

7.8 Invoice Discrepancies

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

does not receive a written explanation for the charges within such thirty (30) 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 in Paragraph 24.0 (Dispute Resolution Procedure).

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 Solution and Services 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.

7.9 Intentionally Omitted.

7.10 Most Favored Public Entity

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

7.11 Budget Reductions

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the Contractor under this Agreement shall also be reduced correspondingly pursuant to an amendment negotiated in good faith in accordance with Sub-paragraph 13.1 (Amendments). The County's notice to the 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, the Contractor shall continue to provide all of the Services set forth in this Agreement.

7.12 Record Retention and Inspection/Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. The Contractor agrees that the County, or its 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 five (5) 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.

7.12.1 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, then the Contractor shall file a copy of such audit report 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).

7.12.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 7.12 shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

7.12.3 If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of 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: a) repaid by the Contractor to the County by cash payment upon demand or b) 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.

7.13 Taxes

The Maximum Agreement Sum shown in Sub-paragraph 7.3 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 the System

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. Contractor represents that it does not collect California sales/use taxes on the System provided under this Agreement (1) pursuant to California Sales and Use Tax Regulation 1502, (f)(1)(D) and/or (2) Contractor does not have California nexus. If the foregoing representation changes during the Agreement Term, all California sales/uses taxes shall be paid directly by the 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.

8.0 REPRESENTATIONS AND WARRANTIES.

8.1 Authorization Warranty.

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

8.2 Performance of Services.

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

8.3 Conformance to Specifications

The Solution, all the Services, including Implementation 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 of the Agreement and continuing through the expiration or termination of Support Services (“**Warranty Period**”). Contractor shall institute quality controls, including suitable testing procedures if any, to ensure that the Solution, Services, including Implementation Services, Support Services, and Deliverables comply with the Specifications and Service Levels in a manner consistent with the highest applicable industry standards. Upon the County's reasonable request, the County shall have the right to review Contractor's quality controls in order to verify and/or improve the quality of the Solution, Services and Deliverables. There is no existing pattern or repetition of customer complaints

regarding the Solution, Deliverables, or Services, including functionality or performance issues, and that Contractor's engineers have not currently identified any repeating adverse impact on the Solution, Deliverables, or Services, including functionality or performance, for which the root cause is believed to be a flaw or defect in the Solution, Deliverables or Services.

8.4 Service Levels

Contractor represents and warrants that when operated in conformance with the terms of this Agreement, the Solution and/or Services (as applicable) shall achieve the service levels ("**Service Levels**") set forth in, Exhibit A (Statement of Work) including but not limited to, those set forth in Appendix A, Technical Exhibits, Exhibit 2 (Support Services, Maintenance Services, and Service Levels), and in this Agreement, as applicable.

8.5 Integration

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

8.6 Disabling Device

Contractor represents and warrants that Contractor shall not intentionally cause any unplanned interruption of the operations of, or accessibility to the System or any component through any device, method or means including, without limitation, the use of any "virus", "lockup", "time bomb", or "key lock", "worm", "back door" or "Trojan Horse" device or program, or any disabling code, which has the potential or capability of compromising the security of County Confidential Information or of causing any unplanned interruption of the operations of, or accessibility of the System or any component to County or any user or which could alter, destroy, or inhibit the use of the System or any component, or the data contained therein (collectively, "Disabling Device(s)"), which could block access to or prevent the use of the System or any component by County or users. Contractor represents, warrants, and agrees that it has not purposely placed, nor is it aware of, any Disabling Device in any System component provided to County under this Agreement, nor shall Contractor knowingly permit any subsequently delivered or provided System component to contain any Disabling Device. In addition, Contractor shall prevent viruses from being incorporated or introduced into the System or Revisions thereto prior to the

installation onto the System and shall prevent any viruses from being incorporated or introduced in the process of Contractor's performance of on-line support.

8.7 Non-Infringement

To the best of Contractor's knowledge, the Solution, Services and the Deliverables shall not contain defamatory or indecent matter, and County's permitted use of the Solution, Services, including Implementation Services, Support Services, and Deliverables will not infringe the intellectual property rights of any third party.

8.8 Pending Litigation

There is no pending or threatened litigation that would have a material adverse impact on its 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 Solution to perform in accordance with the Specifications.

8.9 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.

8.10 Other Warranties

During the term of this Agreement, Contractor shall not subordinate this Agreement or any of its rights hereunder to any third party without the prior written consent of County, and without providing in such subordination instrument for non-disturbance of County's use of the System (or any part thereof) in accordance with this Agreement. This Agreement and the Solution licensed or acquired herein, are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including Contractor's creditors. County is entitled to use the System without interruption. As of the date furnished, no statement contained in writing in the response to the request for proposals for the System contains any untrue statements about the prior experience or corporate description of Contractor, or omits any fact necessary to make such statement not misleading.

8.11 Remedies

County's remedies under the 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 Solution, the specific remedies set forth in Appendix A, Technical Exhibits, Exhibit 2 (Support Services, Maintenance Services, and Service Levels) of Exhibit A (Statement of Work), and other corrective measures afforded to County by Contractor under such Attachment and this Agreement.

9.0 TERMINATION

9.1 Termination for Convenience

This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

9.2 Termination for Default

9.2.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Agreement, if, in the judgment of the Director.

- Contractor has materially breached this Agreement; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

9.2.2 In the event that the County terminates this Agreement in whole or in part as provided in this Sub-paragraph 9.2, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this sub-paragraph.

9.2.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 9.2 if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to

perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs 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 the Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "**Subcontractor(s)**" means Subcontractor(s) at any tier.

- 9.2.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 9.2, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 9.2, or that the default was excusable under the provisions of Sub-paragraph 9.2, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 9.1 (Termination for Convenience).
- 9.2.5 The rights and remedies of the County provided in this Sub-paragraph 9.2 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

9.3 Termination for Improper Consideration

- 9.3.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the 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 the Contractor's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 9.3.2 The 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 Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 9.3.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

9.4 Termination for Insolvency

9.4.1 The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The 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;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

9.4.2 The rights and remedies of the County provided in this Sub-paragraph 9.4 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

9.5 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

9.6 Effect of Termination

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

1. Contractor shall continue the performance of this Agreement to the extent not terminated.
2. Contractor shall cease to perform the Services being terminated on the date and to the extent specified in such notice and provide to

County all completed Services and Services in progress, in a media reasonably requested by County, if applicable.

3. County will pay to Contractor all sums due and payable to Contractor for Services properly performed through the effective date of such expiration or termination (prorated as appropriate).
 4. Contractor shall return to County all monies paid by County, yet unearned by Contractor, including any prepaid Support Fees and/or Solution Fees, if applicable.
 5. In the case of expiration or termination of the Agreement as a whole, (a) any portion of the Statement of Work that has not been completed shall be deemed terminated in accordance with this Paragraph 9 (Termination) as of the effective date of such termination and (b) the Support Term shall be deemed terminated.
 6. Contractor shall promptly return to County any and all of the County Confidential Information that relates to the portion of the Agreement or Services terminated by County, including all County Data, in a media reasonably requested by County.
- 9.6.2 Notwithstanding the foregoing, upon termination for default pursuant to Sub-paragraph 9.2 (Termination for Default) 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, and otherwise mitigate damages during an orderly transition to alternative systems.
- 9.6.3 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.
- 9.6.4 Contractor understands and agrees that County has obligations that it cannot satisfy without use of the System provided to County hereunder or an equivalent system, and that a failure to satisfy such obligations could result in irreparable damage to County and the entities it serves. Therefore, Contractor agrees that in the event of any expiration or termination of this Agreement, Contractor shall 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 System during such transition, as provided in Sub-paragraph 9.7 (Termination Transition Services).

9.6.5 Contractor shall promptly return to County any and all County Confidential Information, including County Data and County Work Product that relate to that portion of the Agreement and Services terminated by County.

9.7 Termination Transition Services

9.7.1 Contractor shall assist the County in transitioning from the System by providing Transition Services, as provided below.

9.7.2 Upon the expiration or termination of this Agreement, County may require Contractor to provide services in the form of Optional Work to assist County to transition System operations from Contractor to County or County's designated third party ("**Transition Services**"). Upon County's request for Transition Services, County and Contractor agree to negotiate in good faith the scope of work and the price for such Transition Services. Contractor agrees that in the event that County terminates the Agreement for any breach by Contractor, Contractor shall perform Transition Services at no cost to County. Contractor shall provide County with all of the Transition Services as provided in this Sub-paragraph 9.7.2 (Termination Transition Services). The duty of Contractor to provide such Transition Services shall be conditioned on County continuing to comply with its obligations under the Agreement, including payment of all applicable fees. Contractor shall have no right to withhold or limit its performance or any of such 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 and payable hereunder. County shall have the right to seek specific performance of this Sub-paragraph 9.7.2 (Termination Transition Services) in any court of competent jurisdiction and Contractor hereby waives any defense that damages are an adequate remedy. Compliance with this Sub-paragraph 9.7.2 (Termination Transition Services) by either party shall not constitute a waiver or estoppel with regard to any rights or remedies available to the parties.

10.0 ADMINISTRATION OF AGREEMENT - COUNTY

A listing of all County Administration referenced in the following Sub-paragraphs are designated in Exhibit E (County's Administration). The County shall notify the Contractor in writing of any change in the names or addresses shown.

10.1 County's Project Director

Responsibilities of the County's Project Director include:

- ensuring that the objectives of this Agreement are met; and

- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

10.2 County's Project Manager

The responsibilities of the County's Project Manager include:

- meeting with the Contractor's Project Manager on a regular basis;
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; and
- overseeing the day-to-day administration of this Agreement.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

11.0 ADMINISTRATION OF AGREEMENT - CONTRACTOR

11.1 Contractor's Project Director

11.1.1 The Contractor's Project Director is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Director.

11.1.2 The Contractor's Project Director shall be responsible for the Contractor's activities as related to this Agreement and shall coordinate with County's Project Manager and County's Project Manager on a regular basis.

11.2 Contractor's Project Manager

11.2.1 The Contractor's Project Manager is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

11.2.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Agreement and shall coordinate with County's Project Manager and County's Project Manager on a regular basis.

11.2.3 The Contractor's Project Manager must have five (5) years of experience, a Project Management Professional (PMP) certification and during the provision of Implementation Services shall be solely dedicated to the County.

11.3 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

11.4 Contractor's Staff Identification

All of Contractor's employees 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.

11.4.1 Contractor is responsible to ensure that employees 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.

11.4.2 Contractor shall notify the County within one business day when staff is terminated from working under this Agreement. Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has terminated employment with the Contractor.

11.4.3 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has been removed from working on the Agreement.

11.5 Background and Security Investigations

11.5.1 At the discretion of the County, all Contractor staff performing work under this Agreement may be required to 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 may perform the background check and bill Contractor for the cost or deduct such amount from funds owed by County to Contractor.

11.5.2 County may request that the Contractor's staff be immediately removed from working on the County Agreement at any time during the term of this Agreement. County will not provide to the Contractor nor to the Contractor's staff any information obtained through the County conducted background clearance.

11.5.3 County may immediately, at the sole discretion of the County, deny or terminate facility access to the Contractor's staff that do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access.

11.5.4 Disqualification of any member of Contractor's staff pursuant to this Sub-paragraph 11.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement. Disqualification, if any, of the Contractor's staff, pursuant to this Sub-paragraph 11.5, shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

11.6 Employment Eligibility Verification

11.6.1 The 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. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

11.6.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the 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.

12.0 CONFIDENTIALITY

12.1 Contractor shall maintain the confidentiality of all records and information including, but not limited to, billing and sensitive financial information, County records, data and information, County Data, Personal Data, health information, "protected health information", any information relating to County's customers, users, patients, partners, or personnel, and any other data, records and information received, obtained and/or produced under the provisions of this Agreement (collectively, "County Confidential Information") in accordance with this Agreement and with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning

information technology security and the protection of confidential records and information.

12.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 12.0, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 12.0 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

12.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Agreement.

Contractor shall cause each employee performing services covered by this Agreement to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit G2.

Contractor shall cause each non-employee performing services covered by this Agreement to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit G3.

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

12.5 Personal Data.

In connection with this Agreement, provision of the Solution and performance of the Services, Contractor may be provided or obtain, from County or otherwise,

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

Without limiting any other warranty or obligation specified in this Agreement, and in particular the confidentiality provisions of this Paragraph 12.0 (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).

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.

12.6 HIPAA

The County is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "**HIPAA Rules**"). Under this Agreement, the Contractor provides services to the County and the Contractor creates, has access to, receives, maintains, or transmits Protected Health Information as defined in Exhibit N in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit N, "Business Associate Under Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**").

12.7 Publicity

The Contractor shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and

related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Agreement within the following conditions:

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

The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Sub-paragraph 12.7 shall apply.

12.8 Public Records Act

Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 7.12 - 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 the 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". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

12.9 Data Destruction

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County's data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology

(NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization. Available at: <http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88> Rev.%201

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

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

12.10 Destructive Mechanism

The Solution, Services, including Implementation Services, Support Services, and/or Deliverables does not contain, and Contractor shall not insert into the Solution or any Deliverables or Services, including Implementation Services, and Support Services, any Disabling Device(s). 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 or anyone acting on its behalf, disable or interfere, in whole or in part, with County's use of the Solution or any software, hardware, systems or data owned, utilized, or held by County without the written permission of the Director, whether or not the disablement is in connection with any dispute between the parties or otherwise. Contractor understands and acknowledges that a breach of this Sub-paragraph 12.10 (Destructive Mechanism) 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 Sub-paragraph 12.10 (Destructive Mechanism).

12.11 Data Encryption Requirements

Contractor and Subcontractors that electronically transmit or store County personal information (PI), protected health information (PHI) and/or medical information (MI) shall comply with the encryption standards set forth below. PI

is defined in California Civil Code Section 1798.29(g). PHI is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA), and implementing regulations. MI is defined in California Civil Code Section 56.05(j).

a. **Stored Data.** Contractors' and Subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 1: General (Revision 3); (c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

b. **Transmitted Data.** All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (b) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

c. **Certification.** The County must receive within ten (10) business days of its request, a certification from Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption product(s) generate and such reports shall be subject to audit in accordance with the Agreement. Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 12.11 (Data Encryption Requirements) shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

13.0 CHANGES TO AGREEMENT

13.1 Amendments

13.1.1 No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations, or conditions of this Agreement, except through the procedures set forth in this Paragraph 13.0 (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 Paragraph 13.0 (Changes to Agreement).

13.1.2 Except as otherwise provided in this Agreement, for any change which affects the scope of work, term, Maximum Agreement Sum, payments, or any term or condition included under this Agreement, an Amendment shall be prepared and executed by the Contractor and by the Board of Supervisors or its authorized designee.

13.1.3 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Agreement shall be prepared and executed by the Contractor and by Contractor's authorized representative(s).

13.1.4 The Director, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 6.0 (Term of Agreement). The Contractor agrees that such extensions of time shall not change any other term or condition of this Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Agreement shall be prepared and executed by the Contractor and by Contractor's authorized representative(s).

13.2 Change Notice

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

13.3 Change Order

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

14.0 SUBCONTRACTING

14.1 The requirements of this Agreement may **not** be subcontracted by the Contractor without the advance approval of the County. Any attempt by the Contractor to

subcontract without the prior consent of the County may be deemed a material breach of this Agreement.

- 14.2** If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
- A description of the work to be performed by the Subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- 14.3** The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.
- 14.4** The Contractor shall remain fully responsible for all performances required of it under this Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 14.5** The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Agreement. The Contractor is responsible to notify its Subcontractors of this County right.
- 14.6** The Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 14.7** The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 14.8** The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa St., 6th Floor East
Los Angeles, California 90012
Attention: Kathy K. Hanks, C.P.M.
Director, Contracts and Grants

Before any Subcontractor employee may perform any work hereunder.

15.0 ASSIGNMENT AND DELEGATION

- 15.1** The Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the 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 the Contractor may have against the County.
- 15.2** Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement, such consent shall not be unreasonably withheld.
- 15.3** Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the 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.

16.0 COMPLIANCE WITH APPLICABLE LAW

- 16.1** 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.
- 16.2** Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with 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 Paragraph 16.0 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.

17.0 COMPLAINTS

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

- 17.1** Within 20 business days after Agreement Effective Date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 17.2** The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 17.3** If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within 5 business days for County approval.
- 17.4** If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 17.5** The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within 10 business days of receiving the complaint.
- 17.6** When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 17.7** Copies of all written responses shall be sent to the County's Project Manager within 5 business days of mailing to the complainant.

18.0 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's

compliance with all Agreement terms and conditions and performance standards. Contractor deficiencies which the 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.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement.

19.0 INTENTIONALLY OMITTED

20.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

20.1 Responsible Contractor

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

20.2 Chapter 2.202 of the County Code

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

20.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the 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 the County or any other public entity.

20.4 Contractor Hearing Board

20.4.1 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is

the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

- 20.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the 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 the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 20.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to 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.
- 20.4.4 If a Contractor has been debarred for a period longer than five (5) years, that 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. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the 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 the County.
- 20.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the 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.

20.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to 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.

20.4.7 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

21.0 INDEMNIFICATION

21.1 General Indemnification.

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("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 the 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 the County's prior written approval.

21.2 Intellectual Property Indemnification

21.2.1 Contractor shall indemnify, hold harmless, and defend County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, but not limited to, defense costs and legal, accounting, and other expert, consulting, or professional fees and attorney's fees, as such are incurred, for or by reason of any actual or alleged infringement of any third party's patent, copyright, or other Intellectual Property Right, or any actual or alleged unauthorized trade secret disclosure or misappropriation, arising from or related to the Solution, Third Party Products, Services, Background Intellectual Property, County Work Product, and/or Deliverables (collectively, the "**Indemnified Items**") (collectively referred to for purposes of this Sub-paragraph as "**Infringement Claim(s)**"), provided that the Indemnified Item has not been altered, revised, or modified by County in a manner that causes the alleged infringement. Notwithstanding the foregoing, Contractor shall have no indemnity obligation for infringement claims arising from (A) the development of custom software

code required by County and based on specifications provided by County when Contractor has advised County of potential infringement in writing; (B) use of the Indemnified Items in excess of the rights granted hereunder; or (C) County's failure to implement an update or enhancement to the Indemnified Items, provided Contractor provides the update or enhancement at no additional charge to County and provides County with written notice that implementing the update or enhancement would avoid the infringement. Any legal defense pursuant to Contractor's indemnification obligations under this Sub-paragraph shall be conducted by Contractor and performed by counsel selected by Contractor. Notwithstanding the foregoing, County shall have the right to participate in any such defense at its sole cost and expense.

21.2.2 County shall notify Contractor, in writing, as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure. If any Indemnified Item hereunder becomes the subject of an Infringement Claim under Sub-paragraph 21.2 (Intellectual Property Indemnification), or in County's opinion is likely to become the subject of such a claim, then, in addition to defending the claim and paying any damages and attorneys' fees as required above in Sub-paragraph 21.2 (Intellectual Property Indemnification), Contractor shall, at its option and in its sole discretion and at no cost to County, as remedial measures, either: (i) procure the right, by license or otherwise, for County to continue to use the Indemnified Items or affected component(s) thereof, or part(s) thereof, pursuant to this Agreement; or (ii) replace or modify the Indemnified Items or component(s) thereof with another software, service, item, or component(s) thereof of at least equivalent quality and performance capabilities, in County's determination, until it is determined by County that the Indemnified Items and all components thereof become non-infringing, non-misappropriating, and non-disclosing (hereinafter collectively for the purpose of this Sub-paragraph "**Remedial Act(s)**").

21.2.3 If Contractor fails to complete the Remedial Acts described in Sub-paragraph 21.2.2 above within forty-five (45) days of notice of the claim (and such time has not been extended by County in writing) then, County shall have the right, at its sole option, to elect to (i) terminate this Agreement with regard to the infringing Indemnified Items for default pursuant to Sub-paragraph 9.2 (Termination for Default), 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.

21.3 Patent, Copyright and Trade Secret Indemnification

- 21.3.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Agreement. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.
- 21.3.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the System is not materially impeded, shall either: (a) Procure for County all rights to continued use of the questioned equipment, part, or software product; or (b) Replace the questioned equipment, part, or software product with a non-questioned item; or (c) Modify the questioned equipment, part, or software so that it is free of claims.
- 21.3.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

22.0 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 22.0 and 23.0 of this Agreement. These minimum insurance coverage terms, types and limits (the "**Required Insurance**") also are in addition to and separate from any other Contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

22.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. 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.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, 6E
Los Angeles, CA 90012
Attention: Kathy K. Hanks, C.P.M.
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 Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

22.2 Additional Insured Status and Scope of Coverage

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

22.3 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.

22.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

22.5 Insurer Financial Ratings

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

22.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage

available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

22.7 Waivers of Subrogation

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

22.8 Sub-Contractor Insurance Coverage Requirements

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

22.9 Deductibles and Self-Insured Retentions (SIRs)

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

22.10 Claims Made Coverage

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

22.11 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.

22.12 Separation of Insureds

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

22.13 Alternative Risk Financing Programs

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

22.14 County Review and Approval of Insurance Requirements

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

23.0 INSURANCE COVERAGE

23.1 Commercial General Liability

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

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

23.2 Automobile Liability

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

23.3 Workers Compensation and Employers’ Liability

Workers Compensation and Employers’ Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers’ Liability

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

23.4 Technology Errors and Omissions

Technology Errors and Omissions insurance, including coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis (2) systems programming (3) data processing (4) systems integration (5) outsourcing including outsourcing development and design (6) systems design, consulting, development and modification (7) training services relating to computer software or hardware (8) management, repair and maintenance of computer products, networks and systems (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of at least \$5 million.

23.5 Privacy and Network Security (Cyber) Liability

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

24.0 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 Paragraph 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 paragraph, 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.

- 24.1** Contractor and County agree to act with urgency to mutually resolve any disputes which may arise with respect to this Agreement. All such disputes shall be subject to the provisions of this Paragraph 24.0 (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.
- 24.2** Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which County determines should be delayed as a result of such dispute.
- 24.3** Subject to the provisions of Sub-paragraph 7.6 (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.
- 24.4** If County fails to continue without delay to perform its responsibilities under this Agreement which County determines should not be delayed as a result of such dispute, then any additional costs incurred by Contractor or County as a result of County’s failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by County.
- 24.5** In the event of any dispute between the parties with respect to this Agreement, Contractor and County shall submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.
- 24.6** In the event that the Project Managers are unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute to them, then the matter shall be immediately submitted to the parties’ respective Project Directors for further consideration and discussion to attempt to resolve the dispute.
- 24.7** In the event that the Project Directors are unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute to them, then the matter shall be immediately submitted to Contractor’s

president or equivalent and the Director. These persons shall have ten (10) days to attempt to resolve the dispute.

- 24.8** In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under this Agreement and/or its rights and remedies as provided by law.
- 24.9** All disputes utilizing this dispute resolution procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in this Paragraph 24.0 (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.
- 24.10** Notwithstanding any other provision of this Agreement, County's right to terminate this Agreement or to seek injunctive relief to enforce the provisions of Paragraph 12.0 (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.
- 24.11** Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Agreement.

25.0 MISCELLANEOUS.

25.1 Prohibition Against Inducement or Persuasion

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

25.2 Conflict of Interest

25.2.1 No County employee whose position with the 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 the Contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

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

25.3 Force Majeure

25.3.1 Subject to this Sub-paragraph 25.3, 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**").

25.3.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a Force Majeure Event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

25.3.3 In the event Contractor's failure to perform arises out of a Force Majeure Event, Contractor agrees to use commercially reasonable efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such Force Majeure Event.

25.3.4 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 Appendix A, Technical Exhibits, Exhibit 2 (Support Services, Maintenance Services, and Service Levels) and Exhibit 7 (Information Security and Disaster Recovery Requirements) of Exhibit A (Statement of Work) and Paragraph 12.0 (Confidentiality).

25.4 Notice of Delays

Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

25.5 Notices

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - County's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party.

25.6 Governing Law, Jurisdiction, and Venue

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

25.7 Independent Contractor Status

25.7.1 This Agreement is by and between the 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 the 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.

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

25.7.3 The Contractor understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for

furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Agreement.

25.7.4 The Contractor shall adhere to the provisions stated in Paragraph 12.0 - Confidentiality.

25.8 Validity

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

25.9 Waiver

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the 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 25.9 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

25.10 Non Exclusivity

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

25.11 Facsimile Representations

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Sub-paragraph 13.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

25.12 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.

25.13 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.

25.14 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.

25.15 No Third Party Beneficiaries

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

25.16 Contractor Performance During Civil Unrest or Disaster

The Contractor recognizes that emergency systems such as the System 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 Sub-paragraph 25.3 (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. Failure to comply with this requirement shall be considered a material breach by Contractor for which County may immediately terminate this Agreement.

26.0 ADDITIONAL TERMS

26.1 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 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.

26.2 Recycled Bond Paper

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

26.3 Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The 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 the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

26.4 Notice to Employees Regarding the Safely Surrendered Baby Law

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

26.5 Notice to Employees Regarding the Federal Earned Income Credit

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

26.6 Fair Labor Standards

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the 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 the Contractor's employees for which the County may be found jointly or solely liable.

26.7 Compliance with Civil Rights Laws

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

26.8 Warranty against Contingent Fees

26.8.1 The 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.

26.8.2 For breach of this warranty, the 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.

26.9 Contractor's Warranty of Adherence to County's Child Support Compliance Program

26.9.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the 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 the County and its taxpayers.

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

26.10 Termination for Breach Of Warranty to Maintain Compliance with County’s Child Support Compliance Program

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 25.9 - 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 the County under any other provision of this Agreement, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Agreement pursuant to Sub-paragraph 9.2 (Termination for Default) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

26.11 Warranty of Compliance with County’s Defaulted Property Tax Reduction Program

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 of this Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

26.12 Termination for Breach of Warranty to Maintain Compliance with County’s Defaulted Property Tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in Sub-paragraph 26.11 (Warranty of Compliance with County’s Defaulted Property Tax Reduction Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

26.13 Compliance with the County’s Jury Service Program

26.13.1 Jury Service Program

This Agreement is subject to the provisions of the 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 Exhibit H and incorporated by reference into and made a part of this Agreement.

26.13.2 Written Employee Jury Service Policy.

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

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

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

definition of “Contractor” and/or that the Contractor continues to qualify for an exception to the Program.

26.13.4 Contractor’s violation of this Sub-paragraph of the Agreement may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

26.14 Restrictions on Lobbying

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

26.15 Termination for Non-Adherence of County Lobbyist Ordinance

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

26.16 Consideration of Hiring County Employees Targeted for Layoff/Re-Employment List

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

26.17 Consideration of Hiring GAIN/GROW Participants

26.17.1 Should the Contractor require additional or replacement personnel after the Effective Date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County’s Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor’s minimum qualifications for the open position. For this purpose, consideration shall mean that the

Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@dps.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

- 26.17.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

26.18 Nondiscrimination and Affirmative Action

- 26.18.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 26.18.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).
- 26.18.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 26.18.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 26.18.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

- 26.18.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 26.18 when so requested by the County.
- 26.18.7 If the County finds that any provisions of this Sub-paragraph 26.18 have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the 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 and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Agreement.
- 26.18.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Agreement, the 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.

26.19 Federal Access To Records

If, and to the extent that, Section 1861(v)(1)(l) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(l) is applicable, Contractor agrees that for a period of four (4) years following the furnishing of services under this Contract, 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 authorize 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 shall provide for such access to the subcontract, books, documents and records of the subcontractor.

26.20 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (2 C.F.R. Part 376)

Contractor hereby acknowledges that the 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 shall immediately notify County in writing, during the term of this Agreement, should it or any of the aforementioned parties either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

26.21 Contractor's Exclusion From Participating in a Federally Funded Program

26.21.1 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.

26.21.2 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.

26.21.3 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.

26.22 Survival.

In addition to any provisions of this Agreement which specifically state that they will survive the termination or expiration of this Agreement and any rights and

obligations under this Agreement which by their nature should survive, the following Paragraphs and Sub-paragraphs shall survive any termination or expiration of this Agreement:

Paragraph 3.0 (Licensed Software and Intellectual Property)
Sub-paragraph 7.4 (No Payment for Services Provided Following Expiration/Termination of Agreement)
Sub-paragraph 7.12 (Record Retention and Inspection/Audit Settlement)
Sub-paragraph 9.6 (Effect of Termination)
Sub-paragraph 9.7 (Termination Transition Services)
Paragraph 12.0 (Confidentiality)
Paragraph 16.0 (Compliance with Applicable Law)
Paragraph 21.0 (Indemnification)
Paragraph 22.0 (General Provisions for All Insurance Coverage)
Paragraph 23.0 (Insurance Coverage)
Paragraph 24.0 (Dispute Resolution Procedure)
Sub-paragraph 25.6 (Governing Law, Jurisdiction, and Venue)
Sub-paragraph 25.15 (No Third Party Beneficiaries)
Sub-paragraph 26.22 (Survival)

[INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be executed by the County's Director of Health Services 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 _____
Mitchell H. Katz, M.D.
Director of Health Services

CONTRACTOR

ECCOVIA, INC. DBA CLIENTTRACK

By _____
Signature

Printed Name

Title

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By _____
Deputy County Counsel

**CASE AND HOUSING MANAGEMENT SYSTEM
STATEMENT OF WORK
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1.0 SCOPE OF WORK

The Case & Housing Management Solution Contractor (Contractor) shall perform the work described in this Exhibit A for the Department of Health Services (DHS). The general scope of work includes, but is not limited to, providing commercially available software delivered and hosted by Contractor as a software as a service (SaaS) solution (Solution) and related services, including Project Management, Data Migration, Training, Implementation and Support Services (collectively, Services), as more fully described herein and in the Agreement. As of the Effective Date, the Solution is referred to as ClientTrack. Any capitalized term not otherwise defined herein will have the meaning given to it in the Agreement. All work hereunder shall be performed at the rates and fees set forth in Exhibit B (Pricing Schedule).

The Solution and the Services shall meet the requirements of the Agreement, this Statement of Work (SOW) and Appendix A, Technical Exhibits (collectively, the Requirements).

Unless otherwise specified as an obligation of County, Contractor shall perform all tasks and subtasks and provide all Deliverables as defined herein, within the timeframes specified in the Project Plan.

2.0 SPECIFIC WORK REQUIREMENTS

The Contractor shall perform the following:

2.1 TASK 1: IMPLEMENTATION SERVICES: PROJECT MANAGEMENT

Subtask 2.1.1	Develop Project Control Document
Deliverable 2.1.1	Project Control Document
Subtask 2.1.2	Prepare Status Reports and Conduct Status Meetings
Deliverable 2.1.2	Status Reports and Status Meetings

2.2 TASK 2: IMPLEMENTATION SERVICES: CONFIGURATION & DATA

Subtask 2.2.1	Solution Configuration Specification and Review
Deliverable 2.2.1	Solution Configuration
Subtask 2.2.2	Data Upload, Conversion and Testing
Deliverable 2.2.2	Data Upload and Conversion

2.3 TASK 3: IMPLEMENTATION SERVICES: DELIVER SOLUTION

Subtask 2.3.1	Develop Test Plan
Deliverable 2.3.1	Test Plan
Subtask 2.3.2	Perform User Acceptance Testing
Subtask 2.3.3	Perform Regression Testing
Subtask 2.3.4	Perform Load Testing
Deliverable 2.3.2	Completed Testing

2.4 TASK 4: TRAINING SERVICES AND DOCUMENTATION

Subtask 2.4.1	Provide Training Plan
Deliverable 2.4.1	Training Plan
Subtask 2.4.2	Develop Training Materials
Deliverable 2.4.2	Training Materials
Subtask 2.4.3	Provide Training
Deliverable 2.4.3	Training
Subtask 2.4.4	Provide Documentation
Deliverable 2.4.4	Documentation

2.5 TASK 5: IMPLEMENTATION SERVICES: FINAL ACCEPTANCE

Subtask 2.5.1	Transition Solution to Production Use
Subtask 2.5.2	Conduct Performance Verification Test
Deliverable 2.5.1	Performance Verification Report
Deliverable 2.5.2	Final Acceptance of the Solution

2.6 TASK 6: SUPPORT SERVICES AND SOLUTION

Subtask 2.6.1.	Provide Support Services and Solution
Deliverable 2.6.1	Support Services and Solution
Subtask 2.6.2	Provide Service Levels
Deliverable 2.6.2	Service Levels

2.7 TASK 7: PROVIDE OPTIONAL WORK**2.1 TASK 1 – IMPLEMENTATION SERVICES: PROJECT MANAGEMENT**

Contractor shall provide project management services, as provided in this Task 1 – Project Management below. Unless otherwise specified herein or agreed to by the parties, Contractor shall utilize its best available standard practices and procedures in the performance of all project management and administration tasks to ensure successful implementation of the Solution and provision of the Services.

Contractor shall manage the delivery of all services agreed to be delivered by Contractor in the Agreement and SOW and in addition manage the overall project as defined in Section 4 – Responsibilities – Contractor.

Subtask 2.1.1 - Develop Project Control Document

Contractor shall prepare a Project Control Document (PCD) and submit it for written approval to County Project Manager. The PCD shall govern and manage the Implementation Services for the Solution. The PCD shall use County standard or Contractor implementation process and tools, as agreed to by County and Contractor. The Contractor shall develop a comprehensive PCD that, at a minimum, includes the following components:

1. Solution description of the Solution functionality and related components, including an architectural diagram of Solution;

2. Project Management Plan of all Deliverables, tasks, subtasks and other work based on this SOW and identification of associated interdependencies among Deliverables, tasks, subtasks and other work, including those performed by third-party vendors, if any;
3. Project schedule that specifies the start date and completion date for each Deliverable, task, subtask and other work in a format agreed to by County and Contractor and milestones;
4. Communication plan that documents the approach to communication management, methodology, recommended tool(s), escalation process, and approaches to alternative project communications;
5. Risk management plan that documents the approach to risk analysis, risk mitigation and risk tracking/control, establishes a process for problem escalation, and identifies risks (e.g., resource constraints) that may impact timely delivery of the Solution, probability and potential impact, and recommended risk mitigation strategies and the impact of implementing said mitigation strategies;
6. Project staffing and resource management plan that includes a visualization of the Contractor project team hierarchy and reporting relationships, identifies all Contractor key personnel, primary project roles and responsibilities (e.g., assignment to each Deliverable, task, subtask and other work), and primary contact information including telephone numbers and email addresses; and
7. Configuration and change management plan that documents an approach that governs the change management process to ensure that the impacts and rationale for each change (i.e., changes to the functionality of or additional functionality to the Solution) are properly analyzed and coordinated and prioritized prior to written approval.

Contractor shall conduct a review session of the draft PCD with County. Contractor shall incorporate County feedback and proposed changes into the PCD and submit a final version to County for written approval.

Contractor shall continue to manage and revise the PCD as necessary. The PCD may be modified only if such modification has been approved in advance in writing by County Project Manager.

Deliverable 2.1.1 – Project Control Document

Contractor shall provide the Project Control Document in accordance with Subtask 2.1.1 – Develop Project Control Document.

Subtask 2.1.2 - Prepare Status Reports and Conduct Status Meetings

Contractor Project Manager shall provide a mutually acceptable method of reporting project status and progress, ongoing project activities, outstanding issues, and project risks or problems identified as part of the Implementation Services provided to County.

Contractor and County shall mutually agree on the frequency, form and content of project status reports.

Contractor Project Manager and County Project Manager shall report project status on a regular basis as required by County and shall participate in regular status meetings, as agreed to by County and Contractor. All variances shall be presented by Contractor for written approval by County at status meetings.

Deliverable 2.1.2 – Status Reports and Status Meetings

Contractor Project Manager shall provide to County Project Manager mutually acceptable written status reports documenting project progress, plans, meetings and outstanding issues in accordance with Subtask 2.1.2 – Prepare Status Reports and Conduct Status Meetings.

2.2 TASK 2 – IMPLEMENTATION SERVICES: CONFIGURATION & DATA

The configuration and data services are the activities associated with the programming, development, scripting, configuring or customizing of the Solution in accordance with the Requirements and the conversion and upload of historical data into the Solution.

Subtask 2.2.1 - Solution Configuration Specification and Review

The Contractor shall perform Solution configuration services to configure the Solution to meet the Requirements.

Contractor shall:

- a. Incorporate County's architectural guidelines into the design, as appropriate;
- b. Create and deliver a design document from the business functional and non-functional requirements as outlined in the Requirements;
- c. Create design to contain security features in compliance with County security policies, including external and the County role based security models;
- d. Obtain County oversight and approval through coordination with the appropriate County architectural or technical oversight authority;
- e. Update development, implementation and deployment plans, project schedules, and staffing requirements to meet Solution configuration specifications;
- f. Document and present implementation options evaluated as mandatory and optional in the Requirements to support the County business process; and

- g. Develop technical risk assessment and mitigation strategy.

Deliverable 2.2.1 – Solution Configuration

Contractor shall provide Solution Configuration as described in Subtask 2.2.1 Solution Configuration Specification and Review.

Subtask 2.2.2 - Data Upload, Conversion and Testing

The Implementation Services shall include data upload, conversion services and testing which will include the migration of current data into the Solution (collectively, Data Services) and verification that the data was converted and uploaded accurately. The current data fields in use span the range of use cases listed in Appendix A – Technical Exhibits, Exhibit 3 Use Cases. The current data fields directly related to the "Access", and "Interim Housing" processes are included in the requirements in the respective sheets of Appendix A – Technical Exhibits, Exhibit 4 Functional Requirements. The current data fields directly related to "Eligibility" and "Permanent Supportive Housing" processes are provided in Appendix A – Technical Exhibits, Exhibit 6 – Current Data Dictionary. The current data is in Excel and Access databases and consists of no more than 10,000 records. Contractor shall coordinate with County to perform current data upload to the Solution by electronic methods, upload or conversion, as applicable.

Contractor shall conduct conversion tests (Conversion Test) to test conversion and migration of the current data into the Solution. Contractor in conjunction with the County shall develop test scenarios, including expected results, which will demonstrate that the data was converted as intended and required by County. As part of the Conversion Test, Contractor shall perform all necessary corrections and debugging. The Conversion Test shall be performed with a simulated full load. The Contractor shall document test results, which will show the actual results of the testing.

Deliverable 2.2.2 – Data Upload and Conversion

Contractor shall conduct and successfully complete the Conversion Test. Contractor shall deliver to the County a "Conversion Test Results Report", within five business days of successful completion of the Conversion Test, which will contain the actual documented results of the test.

Contractor shall perform data conversion and certify in writing that the Contractor has successfully performed all data conversion and migration in accordance with Subtask 2.2.2 - Data Upload, Conversion and Testing.

2.3 TASK 3 - IMPLEMENTATION SERVICES: DELIVER SOLUTION

As part of the delivery of the complete Solution, Contractor shall set up, test, and deploy the infrastructure and processes required for the monitoring and auditing of security including all activities necessary to ensure that the security monitoring and auditing infrastructure and processes are ready and operate in accordance with the County's

security requirements as set forth in Appendix A, Technical Exhibits, Exhibit 7, Information Security and Disaster Recovery Requirements. Contractor shall identify and set up user roles and the required authorizations for the Solution.

Subtask 2.3.1 – Develop Test Plan

Contractor shall develop a comprehensive test plan (Test Plan) with input and participation from County, identifying and covering all testing necessary to confirm that the Solution functions in accordance with the Requirements. The objectives and coverage of the Test Plan shall be consistent with the testing strategy. Contractor shall implement the testing tools and required environments to conduct testing in accordance with the Test Plan.

At a minimum, the Test Plan shall detail the following:

1. Approaches in performing and supporting the following testing phases, each as described below:
 - a. Integration Testing
 - b. User Acceptance Testing
 - c. Regression Testing
 - d. Load Testing
2. Test schedule and sequence with key dates and Deliverables;
3. County and third-party vendor roles and responsibilities in participation of the testing;
4. Testing metrics and expected outcomes;
5. Procedures for identification and tracking of defects, communication of defects, retesting, escalation and resolution;
6. Assumptions, issues and any risks;

Contractor shall conduct a review session of the draft Test Plan with County. Contractor shall incorporate County feedback and proposed changes into the Test Plan and submit a final version to County for written approval.

Deliverable 2.3.1 – Test Plan

Contractor shall provide to County a Test Plan in accordance with Subtask 2.3.1.

Subtask 2.3.2 - Perform User Acceptance Testing

Contractor shall perform User Acceptance Testing activities in accordance with the Test Plan to ensure that the Solution functions in accordance with the Requirements. The Contractor shall resolve issues and defects in accordance with the Test Plan.

Subtask 2.3.3 - Perform Regression Testing

Contractor shall conduct Regression Testing activities in accordance with the Test Plan to ensure that changes to the Solution do not introduce defects. The Contractor shall resolve issues and defects in accordance with the Test Plan.

Subtask 2.3.4 – Perform Load Testing

Contractor shall conduct Load Testing activities (i.e., stress and volume testing) in accordance with the Test Plan to ensure the Solution performs in accordance with the specifications and Service Levels during times of high system demand. The Contractor shall resolve issues and defects in accordance with the Test Plan.

Deliverable 2.3.2 – Completed Testing

Contractor shall validate successful completion of the testing activities as identified in Subtasks 2.3.2 to 2.3.4 and resolve all Errors, defects, and performance and other technical issues identified as a result of testing activities.

2.4 TASK 4 – TRAINING SERVICES AND DOCUMENTATION

The Contractor shall conduct all the necessary training for County personnel so as to enhance the use, knowledge, and understanding of the Solution. The Contractor shall provide training to designated County personnel when the Solution is first implemented and, if requested by County and upon payment of applicable fees, if any, whenever a major new functionality is developed by the Contractor.

The Contractor shall provide the County with copies of all instructor manuals and other training materials created or used by the Contractor's personnel in training.

The Contractor shall share with the County the experience that the Contractor has gained from daily problem handling via knowledge sharing sessions, best practices sessions, training programs, etc., to improve County's overall knowledge.

Subtask 2.4.1 – Provide Training Plan

Prior to completion of the Solution's functional Deliverables, a Contractor Training Manager will conduct planning calls with designated County personnel to create a customized training plan that meets the needs of the County ("Training Plan"). This Training Plan will outline training content, training sessions and other training logistics. The Training Plan will include the following:

1. Provide a training overview for the Solution, including written guidance, training content and materials;
2. Define the training subject areas, audience, objectives, approach, development timelines, and milestones for each training effort;
3. Define approach for access to training tools, materials, and domains;
4. Document the recommended training materials that will be developed and provided, as more fully described below.

Deliverable 2.4.1 - Training Plan

Contractor shall provide the Training Plan as described in Subtask 2.4.1.

Subtask 2.4.2 – Develop Training Materials

Contractor shall produce the following training materials (collectively, "Training Materials"):

1. Administrator Quick Reference Manual. This manual will be used to train administrators on how to perform core administrative tasks and provide basic use and navigation of the Solution. This manual will contain basic instructions, basic screen captures and a limited number of topics. This manual will be provided in a format which will allow County to add and edit the content after Solution deployment.
2. End User Quick Reference Manual. This manual will be used to teach staff and end users how to perform core tasks and provide basic use and navigation of the Solution. This manual will contain basic instructions, basic screen captures and a limited number of topics. This manual will be provided in a format which will allow County to add and edit the content after Solution deployment.
3. Full End User Manual. This manual will be used to teach staff and end users how to perform core tasks, provide full length description and detailed step by step instructions on all use cases, as well as provide detailed navigation of the Solution. This manual will contain a complete table of contents, contain detailed instructions, contain Country-specific screen captures, all use cases and include walkthroughs of all workflows. This manual will be provided in a format which will allow County to add and edit the content after Solution deployment.

Contractor grants County permission to make unlimited copies of all Contractor-developed Training Materials and to make derivative works for County exclusive use in training end users of the Solution.

Contractor shall deliver Training Materials to the County Project Manager prior to conducting training.

Deliverable 2.4.2 – Training Materials

Contractor shall provide Training Materials in accordance to Subtask 2.4.2 Develop Training Materials.

Subtask 2.4.3 – Provide Training

1. Administrator Training. Sixteen (16) hours of on-site training to be provided to designated County personnel that will be designated "administrators". This training is designed for novice and intermediate users of the Solution in a managerial or system administrative role within the County. This training educates users on a variety of topics, including general Solution navigation and concepts, setup data (programs, services,

grants, users, etc.) and security settings. This training will provide the applicable personnel with a clear understanding of the flexibility, and security, of the Solution.

2. "Train-the-Trainer" Training. Twenty-four (24) hours of on-site training to be provided to designated County personnel in a "Train-the-Trainer" type of training model. The purpose of this training is to demonstrate the Solution, provide walk-throughs of use case and allow participants to build proficiency through guided exercises. These participants will then act as local experts on the Solution to provide training and support to their peers. Designated personnel will participate in demonstrations throughout the provision of Implementation Services providing a detailed understanding of the Solution prior to "Train-the-Trainer" training.

Deliverable 2.4.3 – Training

Contractor shall provide training in accordance with the Training Plan and the foregoing.

Subtask 2.4.4 – Provide Documentation

Contractor shall prepare Documentation for the Solution and the Services, if applicable. This Documentation shall include manuals that shall provide the County with a comprehensive reference source of Solution functionality geared toward the business functions of users. Contractor shall make user reference Documentation available in a hard copy format, if elected by the County, and in an electronic format. Contractor shall also deliver electronic links to any on-line help and Documentation files for the Solution.

Deliverable 2.4.4 –Documentation

Contractor shall provide County with documentation, in electronic form and physical form, as necessary, as described in Subtask 2.4.4 Provide Documentation. County shall have the right to duplicate said Documentation as deemed necessary and to make derivative works for its own use of the Solution.

2.5 TASK 5 – IMPLEMENTATION SERVICES: FINAL ACCEPTANCE

Subtask 2.5.1 – Transition Solution to Production Use

Upon County Project Director's written approval in accordance with the Agreement, Contractor shall transition the Solution to Production Use and provide documented results certifying successful transition of the Solution to the production environment and operation of the Solution in accordance with the Specifications.

Subtask 2.5.2 - Conduct Performance Verification Test

Following successful transitioning of the Solution to the production environment, County will monitor for Errors and Contractor shall maintain the Solution in Production Use for a minimum of thirty (30) consecutive days without Errors. 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 the Agreement. Upon occurrence of any Error, Contractor shall correct such Error and restart the thirty (30) day cycle.

Commencing with Final Acceptance and continuing through the Warranty Period, any problems encountered by County in the use of the Solution shall be subject to Appendix A, Technical Exhibits, Exhibit 2 – Support Services, Maintenance Services, and Service Levels.

Deliverable 2.5.1 - Performance Verification Report

Contractor shall provide to County the performance verification report in accordance with Subparagraph 5.5 (Final Acceptance) of the Agreement.

Contractor shall conduct a review of the performance verification report with County at a meeting scheduled by County and provide any County-requested demonstrations of the Solution.

Deliverable 2.5.2 - Final Acceptance of the Solution

The Solution shall achieve Final Acceptance in accordance with Subparagraph 5.5 (Final Acceptance) of the Agreement.

2.6 TASK 6 - SUPPORT SERVICES AND SOLUTION

The Contractor shall provide Support Services and the Solution in accordance with the Requirements.

Subtask 2.6.1 – Provide Support Services and Solution

Contractor shall provide Support Services and the Solution, in accordance with the Requirements, and more specifically, Appendix A, Technical Exhibits, Exhibit 2 – Support Services, Maintenance Services, and Service Levels.

Deliverable 2.6.1 - Support Services and Solution

Contractor shall provide Support Services and Solution as described in Appendix A, Technical Exhibits, Exhibit 2 – Support Services, Maintenance Services, and Service Levels .

Subtask 2.6.1 – Provide Service Levels

The Solution and the Support Services shall be provided in accordance with the service levels set forth in Section 3 of Appendix A, Technical Exhibits, Exhibit 2 – Support Services, Maintenance Services, and Service Levels.

Deliverable 2.6.1 Service Levels

Contractor shall provide the Solution and the applicable services in accordance with Section 3 of Appendix A, Technical Exhibits, Exhibit 2 – Support Services, Maintenance Services, and Service Levels

2.7 TASK 7 – PROVIDE OPTIONAL WORK

If requested in writing by County and mutually agreed upon, Contractor shall provide to County Optional Work, provided there are sufficient Pool Dollars available for such Optional Work. Optional Work may include software modifications, including but not limited to, the provision of interfaces with County's electronic health record system, consisting of New Software and/or Professional Services (e.g., Consulting Services and Additional Training). Any enhancements or modifications of the Specifications, resulting from Optional Work shall be incorporated into, and become part of, the specifications. Any product of Optional Work shall become part of the Solution, as applicable, and shall be subject to County written approval in accordance with the terms of the Agreement.

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

3.0 CHANGES TO STATEMENT OF WORK

All changes must be made in accordance with Paragraph 13.0, Changes to Agreement, Sub-paragraph 13.1, Amendments, of the Agreement.

4.0 RESPONSIBILITIES - CONTRACTOR

4.1 Project Manager

- 4.1.1 Contractor shall provide a Project Manager or designated alternate. County must have access to the Project Manager 9AM to 5PM PST, Monday through Friday, each week of the year. Contractor shall provide a telephone number where the Project Manager or designated alternate may be reached.
- 4.1.2 Project Manager shall act as a central point of contact with the County.
- 4.1.3 Project Manager shall have at least 3 years of related experience.

4.1.4 Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Agreement. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

4.2 Personnel

4.2.1 Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.

4.2.2 Contractor shall be required to background check their employees as set forth in Paragraph 11.0, Administration of Agreement – Contractor, Sub-paragraph 11.5, Background and Security Investigations, of the Agreement.

4.3 Identification

4.3.1 Contractor shall ensure their employees are appropriately identified as set forth in Paragraph 11.0, Administration of Agreement – Contractor, Sub-paragraph 11.4, Contractor's Staff Identification, of the Agreement.

4.4 Materials and Equipment

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

5.0 RESPONSIBILITIES - COUNTY

5.1 Personnel

The County will administer the Agreement according to the Agreement, Paragraph 10.0, Administration of Agreement - County. Specific duties will include:

5.1.1 Monitoring the Contractor's performance in the daily operation of this Agreement.

5.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.

5.1.3 Preparing Amendments in accordance with Paragraph 13.0 Changes To Agreement, Sub-paragraph 13.1, Amendments.

6.0 COUNTY QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Agreement using the quality assurance procedures as defined in Paragraph 18.0, County's Quality Assurance Plan of the Agreement.

6.1 Meetings

Contractor is required to attend scheduled and mutually agreed to meetings with the County.

6.2 Contractor Discrepancy Report (form found in Appendix A, Exhibit 1)

6.2.1 Verbal notification of an Agreement discrepancy will be made to the Contractor Project Manager as soon as possible whenever a discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

6.2.2 The County Manager will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Project Manager within five (5) business days with a plan for correction of all deficiencies identified in the Contractor Discrepancy Report.

6.3 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Agreement at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

APPENDIX A - TECHNICAL EXHIBITS

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Exhibit

1. Contractor Discrepancy Report
2. Support Services, Maintenance Services, and Service Levels
3. Use Cases
4. Functional Requirements
5. Non-Functional Requirements
6. Current Data Dictionary
7. Information Security and Disaster Recovery Requirements
8. Acceptance Certificate

CONTRACTOR DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:** _____
 Returned by Contractor: _____
 Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of Contractor Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:
County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

Support Services, Maintenance Services, and Service Levels

1. Support Services:

Support Services shall include all goods and services necessary to manage, operate and support the Solution in order to comply with the Requirements and Specifications. Support Services, include, but are not limited to, help-desk support during Support Hours and off-hours, as requested or required by County, regular updates and/or patches required to fix defects or issues, and access to knowledgeable Contractor personnel who can answer questions on the use of the Solution or provide analysis on solutions to operational problems.

The Support Services shall include:

1. Software updates to the Solution to keep current with industry standards, enhancements, updates, patches, bug fixes, etc., the Specifications, the Requirements and as provided to Contractor general customer base, in coordination with County Project Manager. Software updates shall include, but not be limited to, enhancements, version releases and other improvements and modifications to the Solution. Without limiting any other provisions of the Agreement, including, without limitation, the Statement of Work, software updates to the Solution shall be provided to County at least every year, unless otherwise agreed to by County and Contractor.
 - a. Contractor shall notify County of all software updates to the Solution prior to the anticipated installation date thereof. Contractor provision and installation of such software updates to the Solution shall be at no additional cost to County beyond any applicable Support Fees. Any software updates necessary to remedy security problems in the Solution (e.g., closing “back doors” or other intrusion-related problems) shall be provided promptly following Contractor knowledge of such problems. County shall also be notified in writing within five (5) calendar days of Contractor knowledge of the existence of any intrusions or other security problems or breaches that may affect the integrity of the Solution, subject to the provisions of Paragraph 12.0 (Confidentiality) of the Agreement.
 - b. Contractor shall correct any failure of the Solution and Deliverables to perform in accordance with the Requirements, including without limitation, defect repair, programming corrections, and remedial programming, and provide such services and repairs required to maintain the Solution and Deliverables so that they operate properly and in accordance with the Requirements.
2. Maintenance of the Solution’s compatibility with County client environment by providing, among others, software updates to the Solution and hardware upgrades to the Solution hardware.

3. Help desk support for up to ten (10) Support Contacts (as defined below), including access to knowledgeable Contractor personnel who can answer questions on the use of the Solution or provide analysis on solutions to operational problems, which County may encounter during Support Hours. The Contractor help desk support shall be made available to the County from 6 a.m. Pacific Time to 6 p.m. Pacific Time. Including unlimited telephone access to help desk support. The Contractor shall answer calls received by the answering service based on the criticality of the request as described below.
4. Online access to technical support bulletins and other user and self-help support information and forums.
5. County access to the County Data in the Solution ("Data on Demand"). County data shall be available to County for recurring access to its database at an offline site. The County Data shall be backed up and automatically delivered quarterly. Failure to deliver the data extraction as required more frequently than specified by extract option table below shall be deemed at a minimum a Priority Level 2 Deficiency as defined below. Solution extraction shall be performed by Contractor at no additional cost beyond the applicable Support Fees.
6. Support Requests

Contractor shall respond to County support service requests as part of Support Services. Contractor shall:

- a. Set up a Service Request Tracking Solution as required below;
- b. Participate in weekly meetings with County to discuss status of, and improvement of response time to, service requests;
- c. Provide recommendations to County for issue identification and resolution procedures, including steps to diagnose whether issues originate in County-owned or Contractor-controlled settings;
- d. Notify County of any issues Contractor discovers that may adversely impact the Solution;
- e. Notify County of any planned outages within the timeframes specified below;
- f. Provide, manage, and maintain a method for proper notification and escalation of issues;
- g. Log all incidents and problems;
- h. Provide incident and management reports and statistics to County as requested by County but in no event less than once per month.
- i. Conduct calls as requested by County to discuss service requests and related issues; and
- j. Report monthly on service requests, including the tracking and reporting of any issues.

Contractor shall not withhold Support Services due to any dispute arising under the Agreement, another agreement between the parties, or any other related or unrelated dispute between the parties. Contractor shall not remove from County

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.

7. Contractor's Customer Support shall also include:
 - a. County designated technical support staff that provide first level support shall have access to Contractor's Customer Support through the methods outlined in this Appendix.
 - b. Contractor shall provide a telephone number for County staff to call during normal Business Hours. This telephone number shall be managed by an automated system to quickly connect County staff with the appropriate Customer Support personnel.
 - c. Contractor's automated system shall include the functionality of leaving detailed voice mails describing the issues. The voice mails and live support must be responded to based on the criticality of the request (see Section 4.1 Support Request Service Levels).
 - d. Contractor's Customer Support shall made be available to County during the hours of 6 a.m. Pacific Time to 6 p.m. Pacific Time.

8. Service Request Tracking System
 - a. For use in responding to County's maintenance and Support Requests, Contractor shall maintain an automated Support Request Tracking System ("**SRTS**") with a description of each Support Request, response, and status. Contractor shall review and update all open Support Requests and follow up on unresolved Support Requests on a weekly basis. Contractor will provide County "read only" access to the SRTS for County's separate review of all open and closed County Support Requests. Each Support Request shall be detailed in an Internet accessible Support Request report, in an exportable format agreed upon by County, and shall include the following information.
 - i. Identification Number. An automatically assigned unique identification number, which shall be used to track, document and respond to inquiries relating to a specific Support Request;
 - ii. Date and Time. The date and time the Support Request was initiated, which shall be used to document and/or monitor overall response and resolution time;
 - iii. Support Contact: The name, title, and telephone number of the person initiating the Support Request, who shall be the primary point(s) of contact used for inquiries regarding the request, unless otherwise assigned by County's Project Manager. Each Support Contact must be a user authorized by the County to act as an "Administrator" level within the Solution and must receive applicable

- training. The County may change Support Contacts at its sole discretion via the tools provided for such change within the Solution;
- iv. Call Taker. The name of Contractor personnel taking the call or first receiving an electronically submitted Support Request;
 - v. Contractor Employee Currently Assigned. The name and title of the Contractor's employee currently managing the resolution;
 - vi. Error Correction. means (i) with respect to the Solution, either a modification to the Solution that corrects an Error in all material respects, or a procedure or routine that, when implemented in the regular operation of that Solution, eliminates the adverse effect of the Error in all material respects, and (ii) with respect to Services or Deliverables, modification, workaround, or performance that corrects an Error in all material respects or eliminates the adverse effects of the Error in all material respects.
 - vii. Location. Facility and/or physical location where the problem occurred;
 - viii. Problem Priority Level. The problem priority level as indicated by the reporting County Staff and as further defined in Section 4.1 (Support Request Service Levels) of this Appendix;
 - ix. Reference Number. The County-assigned reference number, if applicable;
 - x. Service Request Description. A detailed description of the problem or Error encountered or Support Requested;
 - xi. Attached Documentation. The identification or description of, and, if available, copies of, documentation submitted by County with the Support Request to clarify the request, including screen prints, logs, report samples, etc.
 - xii. Service Request Type. The Support Request type (e.g., software change, Error, report request, etc.), as assigned by County which categorizes and specifies the type of request;
 - xiii. Service Request Subtype. The Support Request subtype (e.g., specific function to be changed, specific function that is deficient, type of report change requested, etc.), as assigned by County, as a subcategory of the Service Request Type defined in Section 4.1 (Support Request Service Levels) of this Appendix;
 - xiv. Resolution Description. The Contractor's analysis of the problem, and the proposed resolution (e.g., Revision);

- xv. Resolution Activity. The Contractor's resolution activities and activity dates to monitor resolution time (e.g., description of calls to and from Contractor and County, referrals to Contractor's staff for correction or investigation, referrals to Third Party Product vendor, coordination of Revision releases, validation of correction prior to release to County, etc.);
 - xvi. Estimated Fix Date. The estimated date for Contractor to complete the Support Request;
 - xvii. Correction Applied Date. The date Contractor applied the correction; and
 - xviii. Resolution Status. The current status of the Support Request (e.g., open or closed).
- b. Contractor shall maintain a historical knowledge base of Support Service-related problems to identify patterns and facilitate timely resolution.

2. Maintenance Services:

Maintenance Services shall include all goods and services necessary to provide and maintain the back-end of the Solution in order to comply with the Requirements and Specifications. **The Maintenance Services shall be considered part of the provision of the Solution and shall be provided to at no additional cost to County beyond the applicable fees for the Solution.**

As part of Maintenance Services, Contractor shall provide maintenance of the server software that is part of the server environment ("Server Environment") for the Solution, including but not limited to operating software, database software and other software installed in the Server Environment that is not Licensed Software ("Server Software"). Contractor shall update, upgrade or replace these Server Software components during the term of the Agreement to comply with the Specifications, the Requirements and the warranties specified in the Agreement and to support and be compatible with the Licensed Software including any Revisions provided by Contractor under the Agreement.

Maintenance Services shall include:

2.1 Solution Hosting

Hosting the Solution on servers owned and maintained by Contractor or a County-approved third party hosting provider so that the Solution is available to County on a **24x7x365** basis from an environment ("Hosting Environment") which shall provide redundancy at all tiers of the Hosting Environment, redundant clustered firewalls with redundant Internet connections, running industry standard secure inspection, and analysis software, with adequate firewall protection in order to secure County Data and other Confidential Information of County and users of the Solution from unauthorized

access by third parties. Maintaining back-up servers, at Contractor secondary data center, in a geographically different site from where the servers at Contractor primary data center are located.

Contractor shall provide, monitor, and maintain hosting hardware, hosting software, and communications infrastructure, including:

- a. Physical infrastructure for data center (e.g., facility, environment, power), including but not limited to:
 - i. Redundant system components: network load balancers, web servers, application servers, and database servers in a redundant configuration; LAN/WAN infrastructure, including networking equipment for an enterprise class data center LAN, networking equipment for connection to circuits to County facilities, connection cabling, and required peripherals; Storage Area Network (“SAN”) using Redundant Array of Independent Disk (“RAID”) and multiple data paths for storing County Data; and maintenance of fully separate development, test, training, and production environments.
 - ii. Redundant Mechanical, Electronic, and Plumbing (“MEP”) components: electrical power infrastructure, including utility-provided electrical power, diesel generators built to support N+2 availability, an on-site fuel supply adequate to support the critical and essential load for at least seventy-two (72) hours, backup local fuel delivered by service providers to ensure uninterrupted fuel replenishment, Uninterruptible Power Supplies (“UPS”) designed to support N+1 availability until generators are online in the event of a disruption of utility-provided power, UPS batteries, Power Distribution Units (“PDUs”), emergency power off systems, hydrogen sensors, power supplies, transfer switches, load banks, breaker panels, and copper cabling; heating, ventilation and air conditioning (“HVAC”) systems built to support N+1 availability to ensure optimal cooling to building infrastructure and all equipment locations, including ductworks, computer room air conditioners (“CRAC”) units, condensers, cooling towers, thermostat sensors, hot and cold aisle distribution systems, and humidification systems; plumbing systems for the routing of cabling, air, water, and fire suppression gasses; fire protection systems, including detection and abatement systems, “cross zoned” heat detectors, fire panels, deluge systems, and gaseous system, designed in accordance with industry best practices and all National Fire Protection Association codes and standards; facilities, including dedicated cage or similar environments, raised floor systems, component racks, cabinets, seismic isolation platforms; and Internet other telecommunications connections delivered into dedicated cage environments to provide multiple distribution paths.

b. Shared networking and application infrastructure.

Contractor shall maintain of the server hardware components, computer systems, network equipment, and Contractor WAN surrounding the Solution, including but not limited to all equipment and networking components and other hardware upgrades. Contractor shall repair, upgrade or replace these server hardware components during the term of the Agreement to comply with the Specifications, the Requirements and the warranties specified in the Agreement.

2.2 Solution Monitoring

Contractor will perform continuous monitoring and management of the Solution to optimize Availability of the Solution. Included within the scope of this section is the proactive monitoring of the server and all service components of Contractor's Hosting Environment and firewall for trouble on a 7 day by 24 hour basis, and the expedient restoration of components when failures occur within the time period set forth in Section 8 (Service Outages). Contractor shall maintain County's ability to monitor the Solution network connectivity and key performance metrics through a system administration portal provided by Contractor. Contractor shall maintain redundancy in all key components such that Outages are less likely to occur due to individual component failures. Contractor will monitor "heartbeat" signals of all servers, routers, and leased lines, and HTTP availability of the Solution, by proactive probing at 30-second intervals 24 hours a day using an automated tool. If a facility does not respond to a ping-like stimulus, it shall be immediately checked again. When Contractor receives a "down" signal, or otherwise has knowledge of an Outage or Error (including, without limitation, any failure in the server or application software and/or hardware used to provide the Solution), Contractor personnel will:

- A. Confirm (or disconfirm) the Outage by a direct check of the facility;
- B. If confirmed, take such action as may restore the service, or, if determined to be an internet service provider or telecom carrier problem, open a trouble ticket with the relevant companies;
- C. Notify County by telephone or pager according to mutually agreed upon procedures that an Outage has occurred, providing such details as may be available, including the Contractor trouble ticket number, if appropriate, and time of Outage;
- D. Work each Error until Resolution, escalating to management or to engineering as required; and
- E. Notify County of final Resolution, along with any pertinent findings or action taken, and request concurrence to close the trouble ticket.

3. Backups:

Contractor shall provide for both the regular back-up of standard file systems relating to the Solution and County Data, and the timely restoration of such data on request by

County due to a Solution failure. All County systems that need to be taken offline need either a request for change or a standard operating procedure in place before they are taken offline. In particular, Contractor shall:

1. Perform weekly full back-ups;
2. Perform daily incremental back-ups;
3. Send back-up media to secured, off-site storage facilities with a thirty (30) calendar day rotation of media and notify the County of the location;
4. Retain one back-up of the Solution's transactional database per month for sixty (60) days.
5. Fulfill restoration requests as directed by County due to site failures. Restoral will be performed within the interval of two (2) to four (4) hours dependent on the urgency of the request, and the agreed upon location of the desired backup media;
6. If the hosting server or location is expected to be down for more than twenty-four (24) hours, Contractor shall immediately transfer appropriate back-up data and re-establish all hosting operations in an appropriately functioning secondary server or location; and
7. Periodically review and validate Contractor's backup procedures, and periodically validate the accuracy and integrity of the backup data. Contractor shall provide a written report of any inaccuracies and inconsistencies in a format approved by County.

County Data shall be stored on redundant applications and database hardware in Contractor's primary data center and replicated to Contractor's secondary data center. Data security shall be provided by SSL encryption, IPsec encryption, multiple levels of virus protection intrusion prevention systems, multi-factor management authentication, enterprise firewalls, and filtering routers. The Hosting Environment shall provide redundancy at all tiers of the environment, redundant clustered firewalls with redundant Internet connections, running industry standard secure inspection, and analysis software. There shall be no data loss due to environmental failures or catastrophic disk failures, except for un-replicated/un-committed transactions. Contractor shall utilize replication, shadowing, and snap-shot technologies between physical systems and Hosting Environment. In the event of a significant primary data center failure, a failover to the Contractor's secondary data center shall be completed. A restoration to the primary environment shall occur at a mutually agreeable time between the Contractor and County.

4. Service Levels:

4.1 Support Request Service Levels

Contractor shall Respond to and Resolve Support Requests as set forth below.

- A. Support Requests. County shall submit requests for Error Corrections and Contractor will determine actual classification of issue consistent with the descriptions below. If the County disagrees with such classification, the Contractor

and County shall, each acting in good faith, reconsider the classification. Persistent and/or a high volume of requests for reclassification shall be subject to the Dispute Resolution Procedure set forth in the Agreement. Each such request shall be referred to herein as a “**Support Request.**” County shall notify Contractor of Support Requests via a Contractor-specified telephone number, email address, web-based SRTS, or other Contractor-provided mechanisms. All Contractor technical support personnel providing telephone support must do so in a manner such that the communication does not diminish County’s ability to effectively utilize the Solution or negatively impact the satisfaction of the users with the Solution. Such impacts could arise from technology issues such as delays or jitter in telecommunication lines, or the failure of the Contractor technical support personnel to provide support in standard American English with understandable accents or otherwise demonstrate sufficient language skills as reasonably determined by County.

Support Request Classification	Description
Critical	<ul style="list-style-type: none"> • Issue affecting entire Solution or single critical production function; • Solution down or operating in materially degraded state rendering Solution not useful; • Potential Client care materially affected; • Data integrity at risk; • Material financial impact; • Declared a Critical Support Request by the Director or designee; and/or • Widespread access interruptions
High	<ul style="list-style-type: none"> • Primary workflow module failure that materially impairs its performance; and/or • Data entry or access is materially impaired on a limited basis
Medium	<ul style="list-style-type: none"> • Solution is operating with minor issues that can be addressed with a work around
Low	<ul style="list-style-type: none"> • Request for assistance, information, or services that are routine in nature

B. Response Time Service Level. Response time shall be measured from the time when Contractor receives the Support Request until the time Contractor has Responded to the Support Request. “**Respond**” means that Contractor has engaged on the Support Request; is working continuously to diagnose the corresponding Errors, formulate a plan to address any such Errors, and execute that plan; and has notified the County user originating the Support Request that such support has begun, in the manner requested by the user originating the

Support Request (e.g., e-mail, phone) or, if a specific means of communication is not requested, using direct interactive (person to person) method of communication to achieve contact with such user (e.g., no email or automated voicemail).

Support Request Classification	Service Level Metric (Response Time)	Service Level Credits
Critical	100% (15) minutes	0.5% of monthly Support Fees for the initial service level failure and .05% of monthly Support fees for each additional fifteen (15) minute increment that begins after the initial service level failure
High	100% (30) minutes	0.1% of monthly Support Fees for the initial service level failure and 0.01% of monthly Support Fees for each additional fifteen (15) minute increment that begins after the initial service level failure

- C. Resolution Time Service Level. Resolution time shall be measured from the time when Contractor receives the Support Request until the time Contractor has Resolved the Support Request. **“Resolve”** means that, as to Errors, Contractor has provided County the corresponding Error Correction and County has confirmed such Error Correction. In certain cases Resolution Time is difficult to determine. If an issue is logged by County and Contractor determine the resolution shall be based on process including deeper root cause analysis, then County and Contractor shall, acting in good faith, mutually sign off on resolution plan ("Plan") and thereafter if Contractor does not meet the resolution time in the Plan then such delay shall result in Service Level Credits as described in the Plan. Persistent and/or a high volume of need to resolve Errors by agreeing on resolution plan(s) shall be subject to the Dispute Resolution Procedure set forth in the Agreement.

Support Request Classification	Service Level Metric (Resolution Time)	Service Level Credits
Critical	12 clock hours	3% of monthly Support Fees for the initial service level failure and 0.5% of monthly Support Fees for first additional one (1) hour increment that begins after the initial service level failure and doubling for each additional (1) hour.

Support Request Classification	Service Level Metric (Resolution Time)	Service Level Credits
High	1 business day	1.5% of monthly Support Fees for the initial service level failure and 0.25% of monthly Support Fees for each additional one (1) hour increment that begins after the initial service level failure
Medium	5 business days	.5% of monthly Support Fees for the initial service level failure and 0.1% of monthly Support Fees for each additional one (1) day increment that begins after the initial service level failure
Low	10 business days	0.25% of monthly Support Fees for the initial service level failure and 0.05% of monthly Support Fees for each additional one (1) day increment that begins after the initial service level failure

- D. Escalation. With respect to any Critical Support Request, until Resolved, Contractor shall escalate that Support Request within sixty (60) minutes or as quickly as reasonably practicable of Receipt to the appropriate Contractor support personnel (as designated by Contractor), including, as applicable, Contractor’s SVP of Client Operations.

4.2 Availability Service Level

The Solution shall be Available for the percentage of the time each month of the term of the Agreement as set forth below:

At a minimum, 99.9% Availability for the Solution in each calendar month of the term of the Agreement.

“**Availability**” means the actual uptime expressed as a percentage of the Scheduled Uptime for the Solution (i.e., $\text{Availability \%} = ((\text{Scheduled Uptime} - \text{Downtime}) / (\text{Scheduled Uptime})) \times 100\%$).

“**Scheduled Uptime**” means twenty-four (24) hours each day, seven (7) days per week, excluding regular maintenance windows between the hours of 1:00 a.m. and 5:00 a.m. Pacific Time on Sundays, or as otherwise agreed in writing by the parties. Notwithstanding anything herein, Contractor shall ensure that the Solution remain

Available For Use during the foregoing maintenance windows to the extent reasonably practicable and that maintenance shall not occur during a high-need period.

“Downtime” means the aggregate duration of Outages for the Solution during the applicable Scheduled Uptime during a calendar month.

“Outage” means any time during which the Solution (or any portion thereof) is not Available For Use during a calendar month, measured from the earliest point in time that such Outage is or reasonably should be detected by Contractor, but in any event no later than the time the Outage actually occurred. An Outage is an Error.

“Unplanned Downtime” shall mean an Outage that is not the result of a regularly scheduled or other scheduled maintenance window.

“Available For Use” shall mean the ability of the Solution to be utilized or accessed by County as contemplated under the Agreement(s), including conformance to the Requirements and Specifications, and without material degradation of performance.

4.3 Service Level Credits

In the event **99.9%** Availability for the Solution is not achieved, but at least **99.5%** Availability for the Solution is achieved, then the credits shall be incurred as follows:

- 5% of monthly Solution Fees for the first month, and
- 10% of monthly Solution Fees for the second consecutive month, and
- 15% of monthly Solution Fees for the third consecutive month and each consecutive month thereafter.

In the event at least **99.5%** Availability for the Solution is not achieved, then the credits shall be incurred as follows:

- 10% of monthly Solution Fees for the first month, and
- 20% of monthly Solution Fees for the second consecutive month, and
- 30% of monthly Solution Fees for the third consecutive month and each consecutive month thereafter.

4.4 Unplanned Downtime Service Level

Contractor shall track and report monthly to County each Unplanned Downtime. The Unplanned Downtime Service Level is set forth below.

Service Level Metric	Service Level Credits
No Unplanned Downtime Errors in any month	None
First Unplanned Downtime Error in any month	1% of monthly Solution Fees
Second Unplanned Downtime Error in any month	2% of monthly Solution Fees

Third Unplanned Downtime Error in any month	3% of monthly Solution Fees
Fourth or more Unplanned Downtime Error in any month	4% of monthly Solution Fees

4.5 Solution Response Times

Contractor represents and warrants that the Solution Response Time for the Solution between 7 a.m. and 7 p.m. (“**Peak Hours**”) Pacific Time shall be:

Transaction	Service Level Metric	Service Level Credits
User login	1 to 3 seconds	3% of monthly Solution Fees
Client search by name	2 to 5 seconds	3% of monthly Solution Fees
Housing site search by name	2 to 5 seconds	3% of monthly Solution Fees

“**Solution Response Time**” shall be measured in the production environments (as applicable) by a Contractor-supplied program, and by clock, and shall be measured to the nearest one-tenth of a second for each transaction, commencing from the entry of the last character (or keystroke or by clicking on the enter button) of the user’s input until the first character of the next system prompt appears, the cursor moves to the next field, or the next first character of a responsive screen appears, whichever is appropriate, on the user’s computer or terminal.

Tests of the Solution Response Time shall be conducted by Contractor over any two (2) hour period during Peak Hours every ten (10) business day(s) using a representative number of logged-on computers or terminals for the selected two (2) hour period, and running a representative sampling of applications then installed. Non-interactive or batch jobs such as report compilation, statement production and claim form production will not be included in a Solution Response Time test. During the Solution Response Time test, no other software shall be resident on or operating with the specified hardware.

Contractor agrees to provide, at no cost to County, measurement tools capable of directly making all measurements necessary to apply the Solution Response Time warranty in this Section.

4.6 Reporting Service Level

Contractor shall be responsible for measuring and monitoring Service Level performance and shall provide County with **monthly** reports showing Service Level performance during the reporting period at a level of detail sufficient, as determined by County, to verify Contractor’s compliance with the applicable Service Levels. All monthly reports due under the Agreement are due on the tenth (10th) calendar day of the month following the month

for which such report relates; provided, however, that if the tenth (10th) is a weekend or County holiday, such reports shall be due on the first (1st) County business day thereafter. The Reporting Service Level is set forth below.

Service Level Metric	Service Level Credits
All monthly reports submitted on or before tenth (10 th) of each month	\$500 per calendar day late per report

4.7 Data Return Service Level

Contractor shall return all County Data in accordance with the requirements of the Agreement not later than thirty (30) calendar days after County’s request. Contractor shall provide access to such County Data by a secure File Transfer Protocol (FTP) site or provide a copy of that data in a mutually agreed upon, commercially standard format.

Service Level Metric	Service Level Credits
All County Data returned within thirty (30) calendar days after County’s request	\$10,000 per calendar day late per report

4.8 Service Level Audits

County or its designee will have the right to audit Contractor’s measurement, monitoring, and reporting on all Service Levels, including providing County with access to the data used by Contractor to calculate its performance against the Service Levels and the measurement and monitoring tools and procedures utilized by Contractor to generate such data for purposes of audit and verification.

4.9 Meetings

Contractor and County shall meet at least once a week to review the status of open Support Requests, and discuss trends and issues relating to Support Requests and approaches to reducing the number of Support Requests as well as improving both County and Contractor responses to such Support Requests.

4.10 Additions, Deletions, and Modifications of Service Levels

After the initial six (6) months following the Final Acceptance of the Solution, County may add, modify, or delete Service Levels by sending written notice to Contractor at least forty-five (45) days in advance; provided that, the total number of such notices (which notices may contain multiple changes) sent by County pursuant to this Section 4.10 (Additions, Deletions, and Modifications of Service Levels) shall not exceed twenty (20) in any contract year.

Service Levels shall be added in accordance with the following:

- A. Where data exists for at least six (6) months from which measurements can be derived, County and Contractor shall review the measurement trends and the levels of quality that were attained during the measurement period and shall work together in good faith to mutually agree, and to establish the Service Level standard that Contractor will be required to meet; or
- B. Where no such data exists, the parties shall attempt in good faith to mutually agree during a thirty (30) day period on a Service Level standard using industry standard measures or third party vendor advisory services.

5. Service Level Failures and Service Level Credits:

5.1 Service Level Failures

Failure to achieve any of the Service Levels described in this Appendix shall constitute a “**Service Level Failure**” and Contractor shall be liable for the Service Level Credits in the amounts set forth in Section 4 (Service Levels). Contractor shall not be responsible for any Service Level Failure caused by County or its agents. Contractor shall promptly notify County of any Service Level Failure.

5.2 Service Level Credits

Upon the occurrence of any Service Level Failure, Contractor shall issue to County a credit in the amount set forth in Section 4 (Service Levels) (“**Service Level Credit**”). If more than one (1) Service Level Failure has occurred in a single month, the sum of the corresponding Service Level Credits shall be credited to County. Contractor shall notify County in writing if County becomes entitled to a Service Level Credit, which notice shall be included in the monthly performance reports as described in this Appendix.

The total amount of Service Level Credits that Contractor will be obligated to pay to County, with respect to Service Level Failure(s) occurring each month shall be reflected on the invoice issued in the second month following the month during which the Service Level Failure(s) giving rise to such Service Level Credit(s) occurred. Notwithstanding the foregoing, the calculation of such Service Level Credit(s) shall be based on the credit amounts in effect, and the Support Fees and Solution Fees for, the month during which the Service Level Failure occurred. For example, the amount of Service Level Credits payable with respect to Service Level Failures occurring in August shall be set forth in the invoice issued in October, but shall be calculated using August data.

5.3 Termination for Chronic Service Level Failures

In addition to its termination rights under the Agreement, County may, in its sole discretion, terminate the Agreement without further obligation to Contractor in the event

Contractor fails to achieve any of the required Service Levels two (2) times in any two (2) consecutive month period, or three (3) times in any five (5) month period.

6. Backup and Disaster Recovery:

As part of Maintenance Services, Contractor shall also be responsible for Disaster Recovery services and submission of a formal plan for Disaster Recovery. Contractor shall maintain and implement disaster recovery and avoidance procedures to ensure that the System is not interrupted during any disaster. All requirements of the Agreement, including those relating to security, personnel due diligence, and training, shall apply to the Contractor disaster recovery site.

Contractor or County may declare an event a Disaster. Upon occurrence of a Disaster, Contractor shall provide the services outlined in the Disaster Recovery Plan. Contractor shall be subject to the following service level requirements as part of Disaster Recovery, which shall be contained in and are incorporated into the Disaster Recovery Plan:

- A. Contractor shall have complete responsibility for restoration of the System.
- B. In the event of a Disaster declaration, Contractor shall be required to maintain regular and consistent communication with County about the outage and steps taken to restore the System.
- C. Contractor shall be required to make a declaration of a Disaster and invoke the Disaster Recovery Plan within four (4) hours from the disruption of the production environment or precipitating event.
- D. Contractor shall restore the System to a point no greater than twenty-four (24) hours prior to the declaration of the Disaster by County or Contractor.
- E. County shall be able to logon to the Disaster Recovery site within four (4) hours of the declaration of the Disaster by County or Contractor.
- F. Contractor shall have at a minimum 50% capacity within four (4) hours and 100% capacity within eight (8) hours of the declaration of the Disaster by County or Contractor.
- G. Contractor's failure to make a declaration of a Disaster within twelve (12) hours shall result in the incident and deemed Unscheduled Downtime.

7. Corrective Action Plan:

In the event two (2) or more Critical Support Requests occur in any thirty (30) calendar day period during the term of the Agreement, Contractor shall promptly investigate the root causes of such support issues and shall provide to County within five (5) business days of the occurrence of the second Critical Support Request an analysis of such root causes and a proposed corrective action plan for County's review, comment, and approval (the "**Corrective Action Plan**"). The Corrective Action Plan shall include, at a minimum: (a) a commitment by Contractor to devote the appropriate time, skilled Contractor personnel, systems support and equipment, and/or resources to remedy, and prevent any further occurrences of Critical Support Request issues; and (b) time frames for implementation of the Corrective Action Plan. There shall be no additional charge

(other than those fees set forth in this Agreement(s)) for Contractor's implementation of such Corrective Action Plan in the time frames and manner set forth in the Corrective Action Plan.

8. Service Outages:

8.1 Scheduled Outages

Contractor shall notify County of scheduled Outages at least twenty-four (24) hours in advance, and such Outages shall be scheduled between the hours of 1:00 a.m. and 5:00 a.m. Pacific Time on Sundays. Schedule Outages shall occur no more frequently than once per calendar month. For avoidance of doubt, scheduled Outages that fall within the above maintenance window timeframes are excluded from the Availability calculation. Contractor may request extensions of scheduled Outages beyond the aforementioned hours and with written approval by County, which may not be unreasonably withheld or delayed. Unscheduled Outages (as described below) and extensions of scheduled Outages as described above are not excluded from the Availability Service Level set forth above (i.e., an Outage, regardless of its cause, except due to the actions of County and its agents, shall not relieve Contractor of its obligation to achieve the Service Levels set forth herein).

8.2 Unscheduled Outages

Unscheduled Outages are caused by loss of connectivity to the Internet, or by failure of a Contractor service. In cases where a destination is not available, or unacceptable service is reported, Contractor will attempt to determine the source of the Error and report its findings to County.

8.3 Corrective Action

Immediately upon notice of an Outage, Contractor personnel shall:

- A. Confirm (or disconfirm) the Outage by a direct check of the facility;
- B. If confirmed, take such action as may restore the Service, or, if determined to be a telecommunications company problem, open a trouble ticket with the telecommunications company carrier;
- C. Notify the person designated by County by telephone or voicemail according to predefined procedures that an Outage has occurred, providing such details as may be available, including the trouble ticket number if appropriate and time of Outage;
- D. Work the Error until Resolution, escalating to management or to engineering as required; and
- E. Promptly notify County of final Resolution, along with any pertinent findings or action taken.

9. Security Breaches:

In the event of an attack or threatened or suspected breach of security against the Solution, Contractor will take whatever reasonable steps that are necessary to halt such action, including taking the Solution down. Contractor will immediately contact the person designated by County to discuss what measure to take. However, if time is critical, action may be required before the contact can be reached. Contractor's actions will include, as appropriate:

- A. Confirm the threat;
- B. Deny access from the source of the attack;
- C. Investigate the extent of the damage, if any;
- D. Back-up the affected systems and those suspected to be affected;
- E. Strengthen defenses everywhere, not just the suspected path that the attacker used;
- F. Contact the ISP where the threat or attack originated and/or law enforcement to work with Contractor's security team;
- G. Produce an error report within twenty-four (24) hours detailing Contractor's findings; and
- H. Re-instate the denial of access after a set time period, but continue to monitor traffic from that source until risk of further attacks is deemed to be minimized.

10. Withholding Of Services:

Contractor warrants that during the term of the Agreement it will not withhold the Solution and the Support Services provided hereunder, for any reason, including but not limited to a dispute between the parties arising under the Agreement, except as may be specifically authorized herein.

11. OEM Specifications:

All furnished parts and work performed under the Agreement shall meet or exceed Original Equipment Manufacturer (OEM) specifications and shall meet all local, state, and federal laws, regulations and statutes governing such work.

**APPENDIX A
TECHNICAL EXHIBITS**

**Exhibit 3
Use Cases**

**Los Angeles County Department of
Health Services – Housing For Health**



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1.0 Background

In response to Los Angeles County’s evolving health care system, the Housing For Health (HFH) Division at the Department of Health Services (DHS) was created to focus on housing opportunities for patients and clients.

The goals of DHS are to end homelessness in Los Angeles County, reduce inappropriate use of expensive health care resources, and improve health outcomes for vulnerable populations. DHS does this by providing Permanent Supportive Housing (PSH) and Interim Housing consisting of Recuperative Care, and Stabilization Housing, to homeless people that frequently use DHS resources and have complex and/or chronic physical and behavioral health conditions.

To this end, DHS seeks a technology solution where referrers, staff, and service providers have shared on-line access to functionality required to support DHS’s business processes.

1.1 Vision

The DHS solution will be an on-line internet accessible solution which will allow different user groups to view and manage a clients’ progress to Permanent Supportive Housing, and the inventories of Interim Housing beds and PSH slots.

2.0 Approach and Methodology

The requirements for the DHS solution were developed in a workshop driven approach including a range of stakeholders across DHS departments and services.

The requirements gathering process focused on the following critical success factors:

- Requirements are driven by DHS’s vision of transparency, and efficiency
- The solution will be user friendly for County Employees, Referrers and Intensive Case Management Service (ICMS) Providers.
- Compliance with Federal, State and City Requirements around information sharing, privacy, and document retention policies.
- Active stakeholder involvement throughout the project’s life cycle

Use cases were developed through a series of interviews and workshops with various DHS stakeholders, including representatives from the departments and external agencies who are typically involved in the DHS processes.

2.1.1 Process Flows

Existing and newly developed process flows were vetted and augmented to provide a future state DHS business processes. The process flows also provided the background for developing Use Cases, and documenting requirements to reach the goals of the DHS technology solution.

2.1.2 Use Cases

Once the high level process flows were documented, a series of Use Cases were developed to document the requirements for the system from a user perspective.

The objective of Use Cases is to provide vendors and end-users with an overview of the system functionality. The purpose of the Use Case view is to illustrate “what” the system is expected to do, not “how”. The Use Case does not provide a particular design. Rather the Use Case methodology is a structured approach to capturing requirements and included the following steps:

1. Identify Actors, Roles and Scope
 - Determine all potential actors of the new system (who will use the system)
 - Identify list of preliminary Use Cases
2. Document the Use Case flow
 - The Use Case is described using simple narrative language
 - The Use Case should represent the complete course of events of the business process, e.g. “Submit an Application” or “Refer for Housing”
 - The Use Case must have a well-defined starting point and well-defined end point (Pre-condition and Post-condition)
 - The end point of the use case should be a meaningful service delivered or process completed
 - Alternative flows or optional courses of events are documented

As part of the use case flow, the following is documented:

- Use Case Name
- Actor
- Purpose/Objectives
- Trigger
- Pre-condition
- Post-condition
- Use Case Narrative/Flow (no more than 1-2 pages)
- Step-by-step description of user actions
- Description of system behavior
- Associated Use Cases
- Alternative Flow
- Additional Requirements

The DHS solution is intended to replace existing processes and interactions with parties external to DHS. As such, all use cases were written with the intent of including all of the stakeholders involved in the housing process, including:

- DHS Staff
- DHS Social Workers
- DHS Nurses
- Interim Housing Service providers
- Intensive Case Management Service (ICMS) providers
- Permanent Supportive Housing PSH providers such as Brilliant Corners

2.1.3 Actors

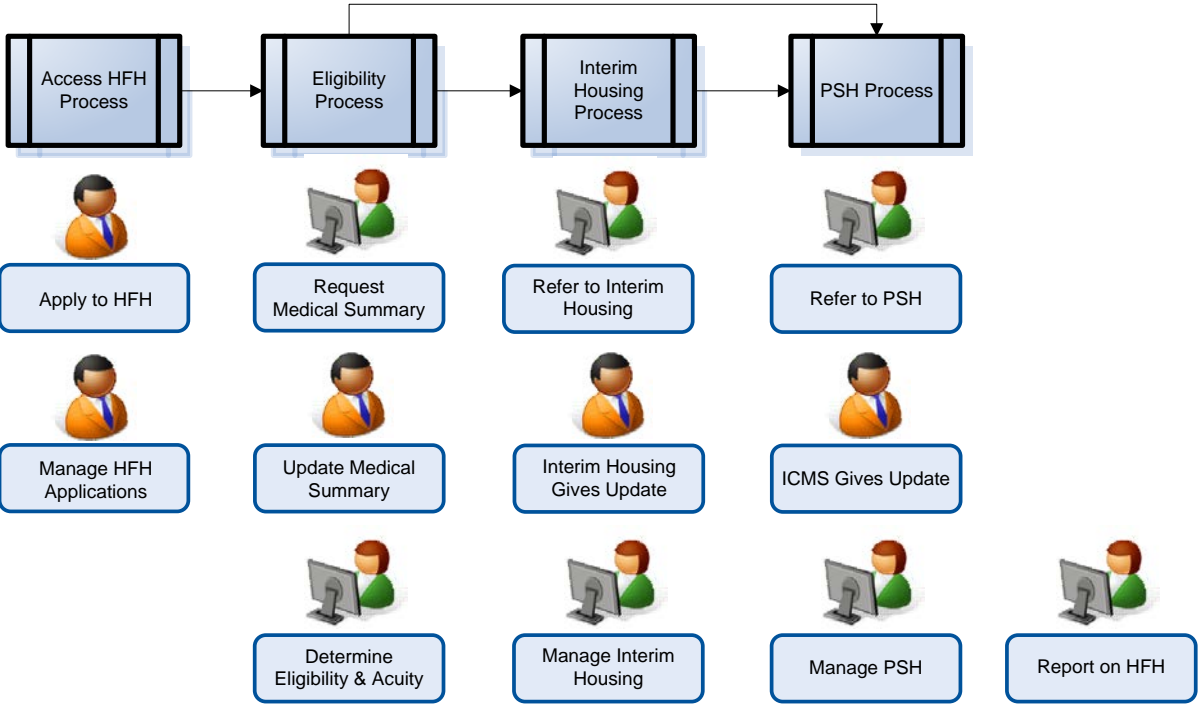
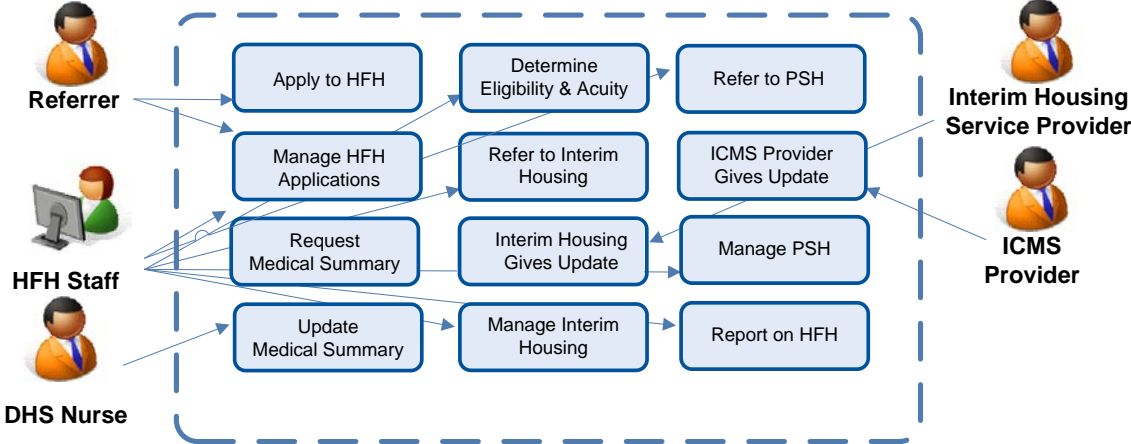
Four categories of Actors are identified as follows:

- **Referrer** – Any Referrer on the Client’s behalf, such as a DHS social worker, ICMS provider, street-based outreach, and other
- **DHS Nurses** – any DHS nurse with access to ORCHID that can generate medical summaries
- **DHS Staff** - Access Team, Program Management Team and any other HFH or DHS employee that may access a direct view of clients’ and housing outcomes.
- **Service Provider** – an Interim Housing provider, ICMS provider, Brilliant Corners, or Permanent Supportive Housing provider

2.1.4 Use Cases and High Level Workflow

The diagrams below illustrates the use cases developed, and how the use cases apply within the high level workflows.

Legend of Actors:



2.1.5 List of Use Cases

The table below provides a list of all the use cases developed for the Solution.

UC #	Use Case Name	Actor	Description
Access Process			
1.	Apply to HFH	Referrer	This use case allows the Referrer on the client's behalf to submit an application for housing to HFH.
2.	Manage HFH Applications	Referrer	This use case allows the Referrer to view and update previously submitted applications.
Eligibility Process			
3.	Request Medical Summary	Access Team	This use case allows the Access Team to request new or updated Medical Summaries if needed.
4.	Update Medical Summary	DHS Nurse	This use case allows a DHS Nurse to provide a new or updated Medical Summary.
5.	Determine Eligibility & Acuity	Access Team	This use case allows the Access Team to determine eligibility and acuity of the client.
Interim Housing Process			
6.	Refer to Interim Housing	Access Team	This use case allows the Access Team to refer a client to Interim Housing.
7.	Interim Housing Provider Gives Update	Interim Housing Provider	This use case allows Interim Housing to give an update.
8.	Manage Interim Housing	Access Team	This use case allows the Access Team to manage the Interim Housing inventory.
Permanent Supportive Housing Process			
9.	Refer to PSH	Access Team	This use case allows the Access Team to refer clients to PSH.
10.	ICMS Provider Gives Update	ICMS Provider	This use case allows an ICMS Provider to give an update on PSH.
11.	Manage PSH	PMO Team	This use case allows the PMO Team to manage the PSH slot inventory.
12.	Report on HFH	PMO Team	This use case allows for reporting on the HFH system.

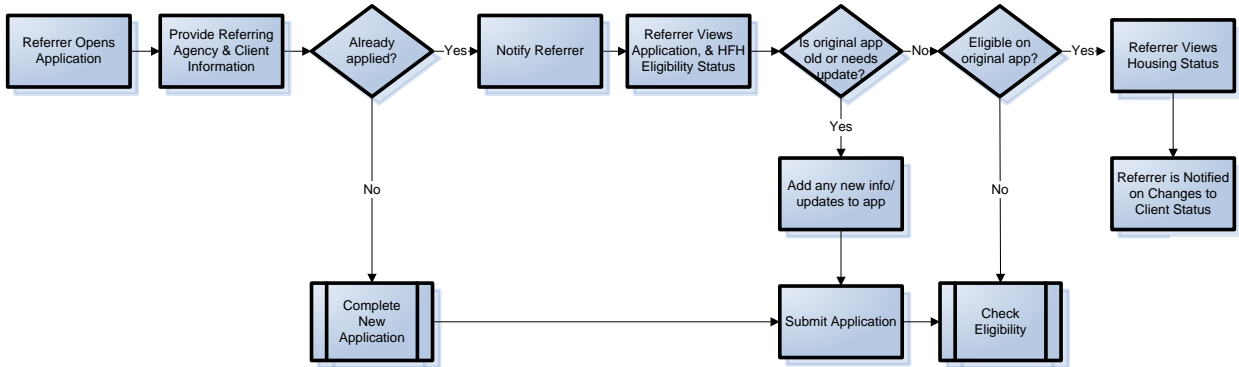
3.0 Use Cases

3.1 Access Housing For Health

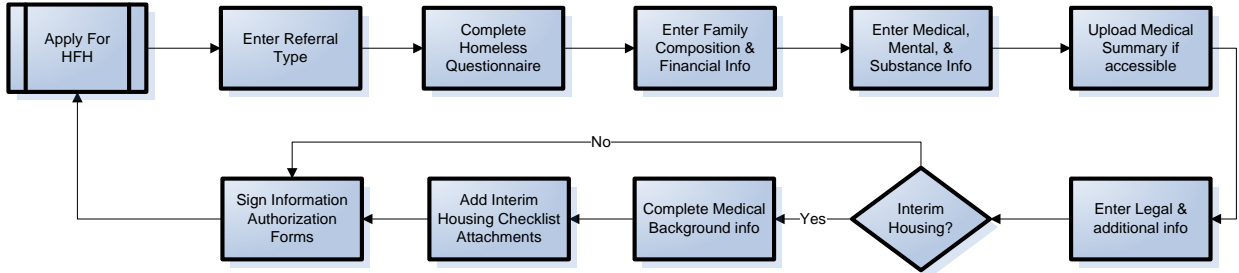
The goals of DHS are to end homelessness in Los Angeles County, reduce inappropriate use of expensive health care resources, and improve health outcomes for vulnerable populations. DHS does this by providing Interim Housing consisting of Recuperative Care, and Stabilization Housing, and Permanent Supportive Housing (PSH) to homeless people that frequently use DHS resources and have complex and/or chronic physical and behavioral health conditions.

To this end, DHS seeks a technology solution where referrers, staff, and service providers have access to a web portal that has the capability and functionality required for DHS’s business processes. The increased transparency to a referral to HFH will enable referrers and service providers to have a better understanding of the current status, and next steps involved in the housing process. In addition, it is expected that a technology solution will enable faster transition of clients through the process and real time insight on progress towards DHS’s goals.

Part 1 – Start Application Process



Part 2 – Complete New Application Process



3.1.1 Apply to Housing For Health

Use Case #1

Actor:

- Referrers on behalf of clients
- Referrers can include:
 - DHS Social Worker
 - ICMS Provider
 - Street-Based Outreach
 - Other

Purpose and Objectives:

The initial step to access HFH services is to submit a Housing Referral Form or an application so that HFH can determine the client's eligibility and refer them to housing. Once the referrer provides the referring agency and client information, the system determines whether the client has applied already. The system will then present a new application to complete or allow for an existing application or profile to be updated. If the client has already applied, then the Referrer may update the existing application. If the application is for Interim Housing, Attachment A of the Housing Referral Form – the Medical Background information will be completed by the referrer. The system will then save all application information as a new record so that the history of all applications can be tracked.

Trigger Events:

- The Referrer is meeting or has met with the client to collect the needed information for the application and will submit a new or updated application.

Precondition:

- The potential client would like to apply to HFH to determine eligibility and get referred to housing.
- The Referrer is trained on the HFH application process and has access to the HFH system.

Post Condition:

- The Referrer has received confirmation that the application has been submitted and is aware of current HFH eligibility and housing status of their client.

Use Case Flow:

1. The Referrer connects to the HFH system as a registered user, and selects the option to submit an application.
2. The system prompts the user to enter the Referring Agency information if not already known by the system, including:
 - a. See Referring Agency data fields from HFH Referral Form.
 - i. For example, Referring Agency/DHS Facility, Primary contact name & phone number, Alternate contact name & phone
3. The system prompts the user to enter a limited amount of client's identifying information such that the system can identify the client, including:

- a. Client's Name through MRN/Client ID of HFH Referral Form
 - i. First, Middle, and Last Name, Aliases, Date of Birth, SSN, Affinity & ORCHID ID / MRN / Client ID
4. The Referrer enters the limited amount of client's identifying information.
 - a. The system will identify clients with close or similar information compared to the information entered by the user and provide the user with suggestions of existing clients that might match the current client.
5. The system determines if the client has submitted an application already. See alternate flows of this use case and Manage HFH Application use case for the case if client has already applied.
6. If the client has not yet applied to HFH, the system prompts the user to complete a new application. The system will display an application template for the Referrer to enter the following information:
 - a. Referral Type and remaining client identifying information, including:
 - i. For Referral Type, the system will allow Permanent and/or Interim Housing to be selected. If Interim Housing is selected, then the system will prompt the Referrer to select Recuperative Care and/or Supportive Housing.
 - ii. See remaining Client Information data fields from HFH Referral Form.
 - iii. If the Referrer does not enter a phone number for the client, then the system will prompt the Referrer to enter a follow up plan to contact the client.
 - b. Homeless Status, Family Composition and Financial information, including:
 - i. The system will prompt the Referrer to answer questions on homelessness and chronic homelessness. See questionnaire worksheets on Homeless and Chronically Homeless.
 - ii. The Referrer will respond to the homeless questionnaire.
 - iii. The system will determine the client's Homeless and Chronically Homeless status based on the Referrers responses to the homeless questionnaire.
 - iv. See remaining Homeless Status, Family Composition and Financial information data fields from HFH Referral Form.
 - c. Medical, Mental, and Substance Use Disorder information.
 - i. See Medical, Mental, and Substance data fields from HFH Referral Form. (Alternatively, this information may be electronically pulled through an interface with ORCHID, or report from ORCHID and upload by the Referrer to the HFH system. – See alternative flows for case if the Referrer does not have access to ORCHID.):
 - d. Legal History and any additional information.
 - i. See Legal History data fields from HFH Referral Form. (Alternatively, this information may be electronically pulled through an interface with ORCHID as the Sheriff and Jail may be part of ORCHID.)
 - ii. The system will flag all new applications for PSH as needing a criminal background check.

7. The Referrer completes the application template and any additional information.
 - a. The system will have the capability to attach documents and images to any section in the application.
8. If the application is for Interim Housing, the system prompts the user to complete the Attachment A – Medical Background information including the checklist of attachments, and documentation of the patient’s TB (tuberculosis) clearance.
 - a. The system will display a template for the referrer to collect the Medical Background information. (Alternatively, this information may be electronically pulled through an interface with ORCHID or a report from ORCHID and uploaded by the Referrer to the HFH system. – See alternative flows for case if the Referrer does not have access to ORCHID.):
 - b. See Medical Background data fields from HFH Referral Form.
9. The Referrer completes the Medical Background information including the checklist of attachments, and documentation of the patient’s TB clearance.
10. The system prompts the user to complete the pre-filled out DHS Authorization For Use and Disclosure of Protected Health Information and the HFH Authorization to Release/Share Information form.
 - a. The system will have the capability to attach documents and images to satisfy the two required information authorization forms. (Alternatively, the system will allow eSignature to satisfy the two required information authorization forms.)
 - b. The system will require completion of the DHS form before DHS medical records can be uploaded to the HFH system. (DHS form is required before DHS medical records can be shared with HFH which are needed to determine eligibility and are used in Interim Housing.)
 - c. The system will require completion of the HFH form prior to the client being referred to Interim Housing or PSH. (The HFH form is needed before the client can participate in HFH.)
 - d. The system will record the date that both information authorization forms are signed so that any expiration date of the form can be tracked by the system.
 - e. The Referrer will complete these forms.
11. If the Referrer has access to ORCHID (for example a DHS Social Worker), then the Referrer may upload the Medical Summary information to the HFH system.
 - a. Medical Summary is used to determine eligibility and acuity. The information includes DHS Visit History and Diagnoses and may be provided by a report from ORCHID.
 - b. The system will have the capability to attach documents and images to satisfy the Medical Summary requirement. (Alternatively, the Medical Summary information may be electronically provided through an interface to the HFH system. – See alternative flows for case if the Referrer does not have access to ORCHID.)
12. The Referrer submits the completed application.
 - a. The system saves the application as a net new record so that the history of applications can be reviewed and will flag the application for eligibility review.
 - b. The system notifies the Referrer that a completed application has been submitted.

- c. The system will notify the Access Team that a new application has been submitted and for what Referral Type. (PSH and/or Interim – Recuperative or Stabilization)

Alternate Flows:

- If the client has already applied to HFH then the Referrer may view and update the existing application. See the Manage HFH Application use case.
- If the Referrer does not mark that the application is for Interim Housing, then the system will not prompt the user to complete the Attachment A – Medical Background information including the checklist of attachments, and documentation of the patient’s TB clearance.
- If the system finds the application is not complete when the application is submitted, the system will prompt the user to complete the required fields.
- If Referrer does not have access to ORCHID, and cannot complete the Medical Summary;
 - the Referrer will provide the following medical information that they have;
 - Basic medical information needed for PSH
 - Medical Background information if applying for Interim Housing
 - The system will flag the client’s record for the need of a new Medical Summary.

The system will notify the DHS Nurses that an application has been submitted that needs a Medical Summary.

See Request Medical Summary and Update Medical Summary use cases.

Associations to other Use Cases:

- Manage HFH Applications
- Request Medical Summary
- Update Medical Summary

Additional Requirements:

None

3.1.2 Manage HFH Applications

Use Case #2

Actor:

- Referrers on behalf of clients
- Referrers can include:
 - DHS Social Worker
 - ICMS Provider
 - Street-Based Outreach
 - Other

Purpose and Objectives:

Referrers may also check on their client(s) status. Referrers will be able to access the client's current eligibility status, estimated time to the next status change and current housing status in order to provide their client(s) with updates.

Trigger Events:

- The Referrer is meeting or has met with the client and would like to check on the client's HFH application status.
- The Referrer is notified by the system that the application needs to be updated. For example, a new information authorization form needs to be signed.

Precondition:

- A Referrer has already submitted an application on behalf of the client.

Post Condition:

- The Referrer is aware of their client's current HFH eligibility and housing status.

Use Case Flow:

1. The Referrer connects to the HFH system as a registered user, and selects the option view applications.
 - a. The system will display a list of applications that the Referrer has submitted or has the authority to view. The summary of applications will include current eligibility status, and current housing status. The system will not display or give client's acuity to the Referrer.
2. The Referrer may search for a client by any of the client's names, aliases, date of birth, SSN, or MRN/Client ID.
 - a. The system will allow the Referrer to search for a client based on any of the client's names, aliases, date of birth, SSN, or MRN/Client ID.
 - b. The system will identify clients with close or similar information compared to the information entered by the user and provide the user with suggestions of existing clients that might match the current client.
3. The Referrer may open an existing application.
 - a. The system will display the selected application to the Referrer.

4. The Referrer may update an existing application.
 - a. The system will allow the Referrer to update the current application or client information. The system will record when and who updated the client's application. The system will notify the Access Team that an application has been updated.
5. The Referrer may assign themselves as the primary Referrer for the client.
 - a. The system will update the assignment of a Referrer to an application based on the Referrer's selection. The system will notify the original Referrer that a new Referrer has made contact with the client and will take the client's case as the primary Referrer. The system will keep a record of all Referrers, their information and the timeframe they were the primary Referrer for each client.
6. The Referrer may provide an update after the client has been referred to housing but has not yet been received by the service provider. For example, the Referrer may provide an update that they saw the client and sent them to the service provider.
 - a. The system will flag a client's record as having been seen by the Referrer after the client has been referred to any housing but before the client is received by the service provider. See alternate flow of this use case if Referrer cannot make contact with the client after the client has been referred for housing. See Interim & PSH processes and associated use cases.
7. The Referrer may request that the client's status be changed from Inactive to Active. In this case, the Referrer must update the client's information.
 - a. The system will prompt the Referrer to update the existing application or to submit a new application. The system will keep a history of all applications for the client and the associated client status at the time the applications were submitted or updated.
8. The Referrer may update the client's medical information, for example basic medical, mental health and substance abuse information, Medical Background information for Interim Housing or Medical Summary.
 - a. See the Apply To HFH use case for process of Referrer completing client's medical information.
 - b. The system will notify the Access Team to do a new acuity review of the client.
9. If the Referrer updates any of the client's information and the client was or is not eligible, then the system will flag the client as needing their eligibility reviewed.
 - i. See Eligibility Process and associated use cases.
10. The Referrer may update any of the DHS or HFH information authorization forms. For example, if the system has notified the Referrer an authorization form is about to expire.
 - a. See Apply To HFH use case for process of completing information authorization forms.
 - b. The system will record the date that the HFH Authorization to Release/Share Information form was signed or re-signed so that the 1 year expiration date of the form can be tracked.
11. The Referrer completes the application template, any additional information, and submits the application.
12. The Referrer submits the completed application.
 - a. The system notifies the Referrer that an updated application has been submitted.

- b. The system will notify the Access Team that an updated application has been submitted.

Alternate Flows:

- If the application is updated to include Interim Housing, the system prompts the user to complete the Attachment A – Medical Background information including the checklist of attachments, and documentation of the patient’s TB (tuberculosis) clearance if not already completed.
 - See Apply To HFH use case for process of Referrer completing client’s medical information.
- If the Referrer updates any of the client’s medical information, the system will prompt the user to update the client’s Medical Summary.
 - See Apply To HFH use case for process of Referrer completing client’s medical information
 - If the Referrer cannot complete the Medical Summary, see alternative flows of Apply to HFH use case.
- If the Referrer cannot make contact with the client after they are referred to any housing, or the client has declined services or for some other reason, the Referrer can update the client’s record as Inactive and must record a reason.
 - The system will allow the Referrer to set the client’s record to Inactive and will require a reason code.
- If the Referrer provides an update on the client and the client has been referred to PSH, the system alerts the ICMS provider of the update to the client’s information.

Associations to other Use Cases:

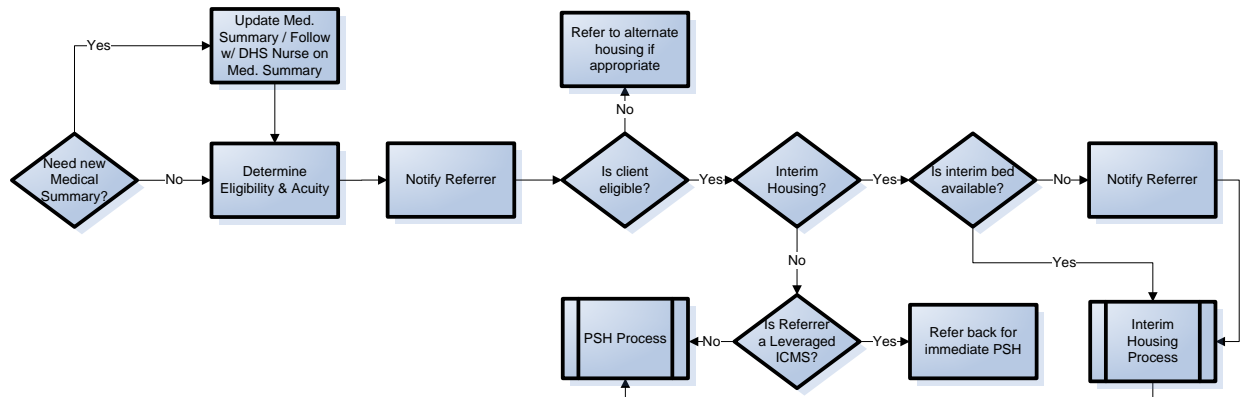
- All other use cases

Additional Requirements:

None

3.2 Eligibility Process

Eligibility is determined by the Access Team based on a review of the application or Referral form and the Medical Summary. If needed, the Access Team requests Medical Summaries from DHS nurses for a list of clients that have applied for HFH. Once a client’s application and Medical Summary are received by HFH, the Access Team determines the client’s eligibility. After eligibility is determined, an employee in the Access Team assigns the client an acuity. If the client is not eligible, HFH will mark the client as Inactive and HFH may attempt to refer the client to another housing provider. If the client is eligible and the application is for Interim Housing, the client is added to the queue for Interim Housing. The client is also added to the queue for Permanent Supportive Housing. Once clients are eligible and in the queue for housing, when housing beds or slots become available they are referred to housing based on their acuity and other matching criteria.



3.2.1 Request Medical Summary

Use Case #3

Actor:

- HFH Employee, specifically a member of the Access Team

Purpose and Objectives:

If not provided in the application, not updated by the Access Team themselves or not already provided by DHS Nurses, the Access Team may request new or updated Medical Summaries. Medical Summaries are needed in order to determine eligibility and acuity.

Trigger Events:

- The Access Team needs the DHS Nurses to create or update Medical Summaries.

Precondition:

- The Referrer has submitted an application on behalf of the client. See Access Process and associated use cases.

Post Condition:

- The DHS Nurses have been notified to create or updated Medical Summaries.

Use Case Flow:

1. An Access Team member connects to the system as a registered user and selects the option to request or update Medical Summaries.
 - a. The system will display a list of all applications, in First In - First Out (FIFO) order based on application submission date and time, for clients whose Medical Summary is needed or needs to be updated. The list includes;
 - i. Referral Type (PSH only, or Interim – Recuperative or Supportive), and if a new Medical Summary is needed
 - b. Alternatively, the system will allow the user to sort the list alphabetically by client name.
 - c. Alternatively, the system will allow a user to search for a client by any client data (for example MRN/Client ID) and select that client.
2. The Access Team member selects client(s) that need a new or updated Medical Summary.
 - a. The system will remember the selection of clients for new or updated Medical Summaries.
3. The Access Team member will request through the system a new or updated Medical Summary.
 - a. The system will verify that the client's DHS Authorization For Use and Disclosure of Protected Health Information has been signed and is not expired.
 - b. The system will notify the DHS Nurse that new or updated Medical Summaries are needed based of the selection of clients by the Access Team member.
 - i. (alternatively, this information may be electronically pulled through an interface with ORCHID or a report from ORCHID and upload by the Access Team member to the HFH system) See Update Medical Summary use case.
 - c. The system will record on the client's record that a new or updated Medical Summary has been requested and the date and time of the request.

Alternate Flows:

- If on the request for a new or updated Medical Summary, the system finds the client's DHS Authorization For Use and Disclosure of Protected Health Information form is not complete or has expired,
 - The system will notify the Referrer that a DHS Authorization For Use and Disclosure of Protected Health Information form needs to be completed.

Associations to other Use Cases:

- Update Medical Summary
- Determine Eligibility and Acuity

Additional Requirements:

None

3.2.2 Update Medical Summary

Use Case #4

Actor:

- DHS Nurse

Purpose and Objectives:

If needed, a DHS Nurse will be notified that Medical Summaries are needed for HFH. The DHS Nurse will view the confirmation in the system that the DHS information authorization form has been signed and is not expired. The DHS Nurse will then pull the available medical records and provide the Medical Summaries.

Trigger Events:

- DHS Nurse is notified that Medical Summaries are needed.

Precondition:

- The Referrer has submitted an application on behalf of the client, has not completed the Medical Summary and has completed the DHS information authorization form.

Post Condition:

- A new or updated Medical Summary has been uploaded in the HFH system.

Use Case Flow:

1. A DHS Nurse connects to the system as a registered user and selects the option to update Medical Summaries.
 - a. The system will display a list of all clients, in First In - First Out (FIFO) order based on Referral Type (Recuperative, Stabilization, PSH), application submission date and time, and only those that need a new or updated Medical Summary. The list includes;
 - i. Client identifying information, if a new Medical Summary is needed, and if the DHS form is signed and not expired.
 - b. Alternatively, the system will allow a user to search for a client by any client data and select that client.
2. The DHS Nurse pulls medical records for the clients and creates Medical Summaries.
3. The DHS Nurse enters the Medical Summaries to the HFH system for the corresponding clients.
 - a. The system will accept upload of documents or images to satisfy the requirement on the user to provide a new or updated Medical Summary.
 - i. (alternatively, a report from ORCHID may be pulled and upload by the DHS Nurse to the HFH system)
 - b. The system will mark the record of the clients as having a new or updated Medical Summary.
 - c. The system will notify HFH that a new or updated Medical Summary has been provided.
 - i. If the client is not eligible, then the system will flag the client's record as needing a review of eligibility.

- ii. The system will flag the client's record as needing a review of acuity.

Alternate Flows:

None

Associations to other Use Cases:

None

Additional Requirements:

None

3.2.3 Determine Eligibility & Acuity

Use Case #5

Actor:

- HFH Employee, specifically a member of the Access Team

Purpose and Objectives:

Once a client's application and Medical Summary are received by HFH, the Access Team determines the client's eligibility for all types of housing and voucher/rental subsidy programs. After eligibility is determined, an employee in the Access Team assigns the client an acuity level. If the client is not eligible, HFH may attempt to refer the client to another housing provider. If the application is eligible for Interim Housing, the client is added to the queue for Interim Housing. If the client is eligible for PSH, the client is added to the queue for PSH.

Trigger Events:

- The Referrer has submitted a new application and the system has notified HFH.
- The Referrer has updated an application, such that the client's eligibility or acuity needs to be reviewed, and the system has notified HFH.
- The DHS Nurse has updated the clients Medical Summary and the system has notified HFH.

Precondition:

- The Referrer has submitted an application on behalf of the client. See Access Process and associated use cases.
- The eligibility or acuity of a client needs to be determined or reviewed.

Post Condition:

- The eligibility and acuity of a client have been updated.
- The Referrer has been notified of the eligibility determination and next steps in the housing process.
- The client has been added to any queue for housing for which they have been deemed eligible.

Use Case Flow:

1. An Access Team member connects to the HFH system website as a registered user and selects the option to determine eligibility of clients.
 - a. The system will display a list of all applications for clients whose eligibility needs to be determined, in First In - First Out (FIFO) order based on application submission date and time. The list includes;
 - i. Referral Type (PSH only, Recuperative or Supportive)
 - b. Alternatively, the system will allow a user to search for a client by any client data and select that client.
 - c. If the client's Medical Summary needs to be updated, the Access Team may request or update the client's Medical Summary. See Request and Update Medical Summary use cases.

2. The Access Team member selects a client's profile to view in order to review their eligibility and/or acuity.
 - a. The system will display a summary of client information in order to determine the eligibility and acuity. This information may include but is not limited to; Medical Summary and Homeless Status. The user may select to view all the client's information. The system will display all the client's information.
3. The Access Team member determines the client's eligibility for Interim Housing and/or PSH by each voucher/rental subsidy type and acuity level.
 - a. The system will allow the user to assign the client's eligibility for Recuperative Care, Stabilization Housing, PSH by each voucher/rental subsidy type and acuity level eligibility, for example by selecting drop-down, checklist or other predefined options.
 - b. If the client does not currently have SSI and the Access Team would like the client to be assessed for a possible SSI case, the Access Team can flag the client in the system to be assessed for a possible SSI case.
 - i. The system will allow the user to flag clients to be assessed for a possible SSI case, and notify the SSI Initiative Program Manager.
4. The system notifies the Referrer of a change in the client's eligibility status, and current housing status. The system does not give or display the acuity level of the client to the Referrer.
5. If the application's Referral Type is for either of the Interim Housing types and the client is eligible for either of them, the client is added to the queue for Interim Housing. See the Refer to Interim Housing use case.
6. If the client is eligible for any of the PSH & voucher/rental subsidy types, the client is added to the queue for Permanent Supportive Housing. See the Refer to PSH use case.

Alternate Flows:

- If the application was not marked for Interim Housing, the Access Team reviews the application, Medical Summary and Medical Background notes to determine if the client may need to go to Interim Housing first. The Access Team may attempt to contact the Referrer to confirm whether the application is also for Interim Housing. The Access Team may update whether the application is for Interim Housing in the system. The system will save the new Referral Type on the client's application.
 - If the Attachment A – Medical Background including the checklist of attachments, and documentation of the patient's TB clearance was not all filled out, then the system will notify the Referrer to update the application information. See use case, Manage HFH Applications.
- If the client is eligible for PSH, the application is not for Interim Housing, and the Referrer is a Leveraged ICMS provider, then the Access Team may immediately refer the client back to the Leveraged ICMS provider for Permanent Supportive Housing. See use case Refer to ICMS.
 - The system will track whether the ICMS provider is Leveraged or not. (A Leverage ICMS provider is a provider that is not asking HFH for funds. They would just like the referral and subsidy and will manage the rest.)

- If the client is ineligible for PSH and the application is not for Interim Housing, the system will flag the client as Inactive for reason of being Ineligible.

Associations to other Use Cases:

- Apply to HFH
- Refer to Interim Housing
- Refer to PSH

Additional Requirements:

None

3.3 Interim Housing Process

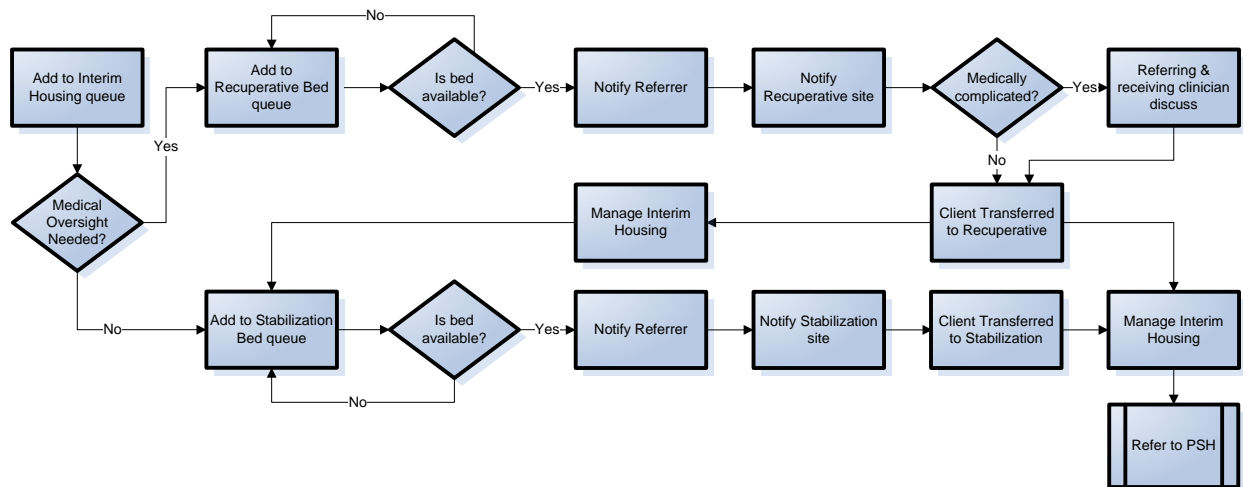
HFH provides Interim Housing consisting of Recuperative Care, and Stabilization Housing, to homeless people with complex physical and behavioral health conditions. These residential beds available to DHS hospitals help to improve the flow of patients within the health system.

Once a client is added to the queue for Interim Housing, clients are referred to Interim Housing based on acuity and other matching criteria. If medical oversight is needed for the client, then the client is referred to a Recuperative Care bed. The Referrer and Recuperative Care provider are notified and the client is transferred to the Recuperative site. If the client is medically complicated, the discharging and receiving clinicians may discuss the client’s case. If medical oversight is not needed, then the client is referred to a Stabilization bed. The Referrer and Stabilization bed provider are notified and the client is transferred to the Stabilization site.

HFH Access Team manages the constant in flow of new Interim Housing clients, movement of clients between beds, movement between recuperative and stabilizations settings, exit of clients to Permanent Supportive Housing (PSH) and addition of net new Interim Housing beds. It is important to manage not only the progress of clients in Interim beds to PSH, but also the inventory of Interim beds to facilitate matching of clients to beds by certain characteristics.

Interim Housing service providers give updates on the current status of clients and their beds on a regular basis.

The goal is to help clients progress, become medically stable and successfully transition to PSH. Once clients are eligible for PSH, they are added to the queue for PSH. As slots become available for PSH, clients are matched to the PSH slots first from the pool of clients that are ready for PSH in Interim Housing then based on acuity and other matching criteria.



3.3.1 Refer to Interim Housing

Use Case #6

Actor:

- HFH Employee, specifically a member of the Access Team

Purpose and Objectives:

Once a client is added to the queue for Interim Housing, clients are referred to Interim Housing based on acuity and other matching criteria. If medical oversight is needed for the client, then the client is referred to a Recuperative Care bed. The Referrer and Recuperative Care provider are notified and the client is transferred to the Recuperative site. If the client is medically complicated, the discharging and receiving clinicians may discuss the client's case. If medical oversight is not needed, then the client is referred to a Stabilization bed. The Referrer and Stabilization bed provider are notified and the client is transferred to the Stabilization site.

Trigger Events:

- The Access Team has added the client to the queue for Interim Housing.
- The ICMS Provider has given an updated that the client has progressed in Interim Housing and/or the Access Team has determined that the client needs to be referred to a different Interim Housing bed.

Precondition:

- There is an Interim Housing bed available.

Post Condition:

- The client has been transferred to the Interim Housing site.

Use Case Flow:

1. The Access Team has added the client to the queue for Interim Housing. See Determine Eligibility & Acuity use case.
2. An Access Team member connects to the HFH system as a registered user and selects the option to refer clients to Interim Housing.
 - a. The system will display a list of clients that are waiting for Interim Housing. Summary information displayed in this list may include but is not limited to eligibility status for Recuperative Care, Supportive Care PSH, and Medical Summary status (completed or needed).
 - b. Alternatively, the system will allow a user to search for a client by any client data and select that client.
3. The Access Team member may select the option to view the queue of clients for Recuperative Care.
 - a. The system will display a list of clients eligible for Recuperative Care, prioritized based on acuity then by application submissions date and time.
4. The Access Team member may select the option to view the queue of clients for Stabilization beds.

- a. The system will display the list of clients eligible for Stabilization Housing, prioritized based on acuity, then by progress in Recuperative Care, then by application submission date and time.
5. The Access Team member may filter the view based on any client data.
 - a. The system will update the display based on the user's selected filter criteria. (Any information in application, Referral Type (Recuperative v. Stabilization), mobility, ADLs, etc.)
6. The Access Team member selects a client to view.
 - a. The system will display the client's summary information, information relevant to match the client to Interim Housing. For example, Referral Type (Recuperative v. Stabilization), mobility, ADLs, gender etc.)
7. The Access Team member selects the option in the system to view the inventory of available Interim Housing beds.
 - a. The system displays the inventory of available Interim Housing beds.
8. The Access Team filters for open beds that can be filled with the client.
 - a. The system displays a summary of available Interim Housing beds based on filter criteria. (Recuperative v. Stabilization, gender, wheelchair, hospital bed, location etc.)
9. The Access Team matches the client to an available Interim Housing bed and provides the client with a referral for Interim Housing in the system.
 - a. The system will record the match of the client to the available Interim Housing bed, and the issuance of a referral to Interim Housing for that client.
 - b. The system will allow the user to enter notes on the client when referring to Interim Housing.
 - c. The system notifies the selected Interim Housing provider of the referral of the client to their Interim Housing bed.
 - i. The system will require the Interim Housing provider to confirm that they received the referral. See Interim Housing Gives Update use case.
 - ii. The system will require the Interim Housing provider to accept, decline, or ask for more information on the referral. The system will notify HFH once the Interim Housing provider acknowledges they have received the referral and whether they've accepted, declined or asked for more information. See Interim Housing Gives Update and Manage Interim Housing use cases.
 - iii. Once the Interim Housing provider accepts the referral to Interim Housing, the system notifies the Referrer of the referral of the client to Interim Housing. See Manage HFH Applications use case for Referrers update after notification that a referral for housing has been issued.
 - iv. The Interim Housing provider can access the client's medical information. See Interim Housing Gives Update use case.
 - d. The client is transferred to Interim Housing.

Alternate Flows:

- If the client needs medical oversight, the client is matched to a Recuperative Care bed.
- If the client is medically complicated, the discharging and receiving clinicians discuss the client's case prior to the client being transferred to the Recuperative care site.
- If the client no longer needs Recuperative Care but still needs Interim Housing, the client is matched with a Stabilization bed. See the Manage Interim Housing use case.
- If the client is coming from Interim Housing (in the case of moving between beds and/or from Recuperative Care to Stabilization),
 - The system notifies both the previous Interim Housing provider and the new Interim Housing provider if different. In this case, the previous Interim Housing provider will be treated like the Referrer in that the previous provider will only be notified of the referral after the new Interim Housing provider has accepted the referral.
 - See Manage Interim Housing use case.
- If the Interim Housing provider declines the referral, the system will require they provide a reason they declined. After HFH is notified the Interim Housing provider has declined the referral, HFH may make another match and referral to Interim Housing. The system will record the history of housing referrals for the client.
 - See Interim Housing Gives Update and Manage Interim Housing use cases.

Associations to other Use Cases:

- Determine Eligibility and Acuity
- Interim Housing Gives Update
- Manage Interim Housing

Additional Requirements:

None

3.3.2 Interim Housing Gives Update

Use Case #7

Actor:

- Interim Housing Service Provider

Purpose and Objectives:

Interim Housing service providers give updates on the current status of clients and their beds on a regular basis.

Trigger Events:

- An Interim Housing service provider learns new information about a client.

Precondition:

- The Interim Housing provider's beds are managed in the system.

Post Condition:

- The client's current status has been updated in the system.
- The Interim Housing bed inventory has be updated in the system.

Use Case Flow:

1. The Interim Housing provider connects to the HFH system as a registered user and selects the option to provide an update on a client's status.
 - a. The system will prompt the user to enter sufficient client identifying information such that the system can identify the client.
2. The Interim Housing provider enters the clients identifying information.
 - a. The system will display the current Interim Housing summary information for the client.
 - b. The system will display an option for the user to access all of the client's medical information stored in the system.
 - c. The system will display the current notes summary for the client and an option to update the notes on the client.
3. The Interim Housing provider gives an update on the client's current status. For example, accepting/declining referral, receiving into Interim Housing, a current Interim Housing client goes missing, a current Interim Housing client progresses medically and has a new expected medical discharge date, or is ready for PSH, etc.
 - a. The system records the update to the client's information.
 - b. The system records any potential change in the Interim Housing bed inventory. For example a bed becomes occupied, or vacant.
 - c. The system notifies the Referrer of any update in the client's housing status.
 - d. The system notifies the Access Team for certain updates, for example changes in bed inventory, changes in client's housing status, and changes in client's milestones to be ready for PSH.

Alternate Flows:

None

Associations to other Use Cases:

None

Additional Requirements:

None

3.3.3 Manage Interim Housing

Use Case # 8

Actor:

- HFH Employee, specifically a member of the Access Team

Purpose and Objectives:

HFH Access Team manages the inventory of Interim Housing beds. It is important to manage not only the progress of clients in Interim beds, but also the inventory of Interim beds to facilitate matching of clients to beds.

Trigger Events:

- The Access Team needs to view the current status of the Interim Housing inventory.
- The Access Team needs to modify editable bed(s) parameters. For example a room of beds from Male to Female.

Precondition:

- The client's current status is updated in the system.
- The Interim Housing inventory is updated in the system.

Post Condition:

- The Interim Housing inventory is updated in the system.

Use Case Flow:

1. An Access Team member connects to the HFH system as a registered user and selects the option to manage Interim Housing.
 - a. The system will display a summary of the beds in Interim Housing and a list of clients in Interim Housing.
 - b. Alternatively, the system will allow a user to search for an Interim Housing bed or client by any bed or client data and select that bed or client.
2. The Access Team member may navigate or filter the view based on any bed or client data fields. For example, beds of a certain type, location of client, milestones achieved by clients, etc.
 - a. The system will update the view of the Interim Housing inventory and list of clients in Interim Housing based on any bed or client data fields.
3. The Access Team member may select the option to view the queue of clients for Recuperative Care.
 - a. The system will display a list of clients eligible for Recuperative Care, prioritized based on acuity then by application submissions date and time.
4. The Access Team member may select the option to view the queue of clients for Stabilization beds.
 - a. The system will display the list of clients eligible for Stabilization Housing, prioritized based on acuity, then by progress in Recuperative Care, then by application submission date and time.

5. The Access Team member may select a client to view their detailed information or make an update to the client's record.
 - a. The system will display the Interim Housing client's detailed information.
 - b. The system will allow the user to make an update to the notes on the client.
 - c. The system will allow the user to make an update to any editable field of the client's detailed information.
6. The Access Team member selects vacant bed(s) to modify.
 - a. The system displays the detailed view of the selected bed(s).
7. The Access Team member modifies a bed parameter that is editable. For example, changes beds from Male to Female for a room of beds.
 - a. The system will allow the user to select different Interim Housing bed parameter values for parameters that are available for edit by the user.
8. The Access Team member selects the option in the system to view clients in Interim Housing to determine their progress towards PSH.
 - a. The system displays a list of clients in Interim Housing and a summary of their progress towards PSH.

Alternate Flows:

- If the client is ready and eligible for PSH, and a PSH slot becomes available for which the client matches, the client is referred to PSH. See Refer to PSH use case.

Associations to other Use Cases:

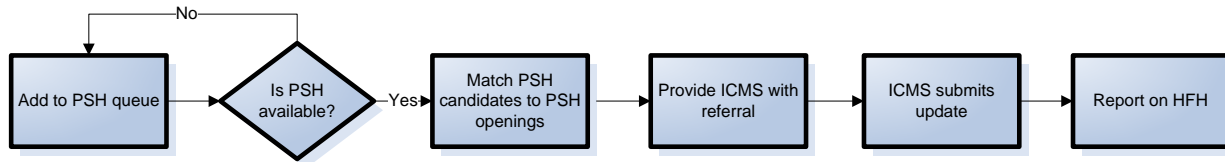
- Refer to PSH

Additional Requirements:

None

3.4 Permanent Supportive Housing Process

The cornerstone of HFH’s approach is permanent supportive housing (PSH) which includes decent, safe, and affordable housing linked to a flexible array of supportive services. These services are provided by Intensive Case Management Service (ICMS) providers. These on-site or roving supportive services along with access to medical and behavioral health care are integral to achieving housing stability, improved health status and greater levels of independence and economic security.



3.4.1 Refer to Permanent Supportive Housing

Use Case #9

Actor:

- HFH Employee

Purpose and Objectives:

Once a slot in Permanent Supportive Housing (PSH) becomes available, clients are referred to PSH first from Interim Housing, then by acuity and other matching criteria. HFH then provides the ICMS provider with information about the client so that they can make contact with the client.

Trigger Events:

- A slot becomes available in PSH.

Precondition:

- There is a client in the queue waiting for PSH.

Post Condition:

- The client has been referred to PSH.

Use Case Flow:

1. An HFH employee is notified that a slot has opened up in PSH. See ICMS Provider Gives Update and Manage PSH use cases.
2. The HFH employee connects to the HFH system as a registered user and selects the option to refer to PSH.
 - a. The system will display a list of open slots for PSH and their associated summary data. For example, the slot information may include which ICMS provider has the opening, subsidy program, location, etc.
 - b. Alternatively, the system will allow the user to search for open slots in PSH by entering any parameter associated with PSH.

3. The HFH employee may select the option to view the open slots based on voucher/subsidy program.
 - a. The system will display the list of open PSH slots based on subsidy program.
4. The HFH employee may filter the view based on any PSH slot data.
 - a. The system will update the display based on the user's selected filter criteria. (Any information on the ICMS Provider, the subsidy program, etc.)
5. The HFH employee selects open PSH slots that are similar and for which they would like to make referrals.
 - a. The system remembers the selection of open PSH slots and their associated information.
6. The HFH employee selects the option in the system to view the list of clients waiting for PSH.
 - a. The system will display a list of clients waiting for PSH that are eligible for the previously selected PSH slots.
 - b. The system will sort the list of clients by acuity, Interim Housing clients that are ready for PSH, and by First In – First Out based on applications' submission date.
7. The HFH employee filters the client list based on matching criteria.
 - a. The system will filter the list based on PSH matching criteria. For example, PSH matching criteria may housing location preferences, etc.
8. The HFH employee selects set of clients that they would like to refer to the selected open PSH slots and makes the referral to PSH in the system.
 - a. The system will record the match of the clients to open PSH slots and the issuance of a referral to PSH for the clients.
 - b. The system will update the PSH slot that a client has been referred to that slot.
 - c. The system will allow the user to enter notes on client when referring to PSH.
 - d. The system will notify the Referrer of each client of the referral to PSH.
 - e. The system will notify the ICMS providers that are associated with the open PSH slots of the referrals to PSH.
 - f. The clients are transferred to PSH.

Alternate Flows:

- If the client is eligible for PSH, the application is not for Interim Housing, and the Referrer is a Leveraged ICMS provider, then the Access Team may immediately refer the client back to the Leveraged ICMS provider for Permanent Supportive Housing. See Determine Eligibility and Acuity use case.
- The system will track whether the ICMS provider is Leveraged or not. (A Leverage ICMS provider is a provider that is not asking HFH for funds. They would just like the referral and subsidy and will manage the rest.)

Associations to other Use Cases:

- Determine Eligibility & Acuity

Additional Requirements:

None

3.4.2 ICMS Provider Gives Update

Use Case #10

Actor:

- ICMS Provider

Purpose and Objectives:

Once the ICMS provider receives the client into PSH, the ICMS provider updates the system. The ICMS providers give updates on the current status of their clients on a regular basis. Periodically, the ICMS provider makes contact with the client and provides the system on update on the client's status.

Trigger Events:

- An ICMS provider learns new information about a client.

Precondition:

- The ICMS providers' clients are in the system.

Post Condition:

- The client's current status has been updated in the system.
- The PSH slot inventory has been updated.

Use Case Flow:

1. The ICMS provider connects to the HFH system as a registered user and selects the option to provide an update on a client's status.
 - a. The system will prompt the user to enter sufficient client identifying information such that the system can identify the client.
2. The ICMS provider enters the clients identifying information.
 - a. The system will display the current PSH summary information for the client.
3. The ICMS provider gives an update on the client's current status. For example, the ICMS provider receives the client into PSH, updates that a current PSH client is missing, or has progressed to living without PSH.
 - a. The system records the update to the client's information.
 - b. The system records any potential change in the PSH slot inventory. For example, slot becomes occupied, or vacant.
 - c. The system notifies the Referrer of the update in the client's housing status.

Alternate Flows:

1. The ICMS provider selects the option to notify HFH when they have a vacancy for PSH and provides the required information.
 - a. The system notifies HFH of the vacancy in the PSH slot(s).
2. The ICMS provider gives an update that they could not find a client which got referred to PSH.
 - a. The system records the update to the client's information and the PSH slot.

- b. The system notifies HFH that the referral to PSH has been returned due to not being able to find the client.
3. The ICMS provider gives an update that they have returned the referral to PSH.
 - a. The system records the update to the client's information and the PSH slot.
 - b. The system notifies HFH that the referral has been returned by the ICMS provider and the associated reason. For example, the client may want a different location, client may not want PSH anymore, or the client's housing status is updated for example to Inactive
4. If the ICMS provider gives an update that the client is now Inactive, the system will require a reason for the client becoming Inactive.
 - a. If the client is seen again, the client may be referred again. See Apply to HFH use cases.

Associations to other Use Cases:

- Apply to HFH

Additional Requirements:

None

3.4.3 Manage PSH

Use Case #11

Actor:

- HFH Employee, specifically a member of the Program Management Team (PMO)

Purpose and Objectives:

HFH PMO Team manages the inventory of PSH slots. It is important to manage not only the progress of clients in PSH, but also the inventory of PSH slots to facilitate matching of clients to slots. From time to time, the PMO Team will add new PSH slots to the inventory. HFH will view the system to determine the current status of Permanent Supportive Housing.

Trigger Events:

- The PMO Team needs to view or provide an update to the current status of the PSH slots.

Precondition:

- The client's current status is updated in the system.
- The PSH slot inventory is updated in the system.

Post Condition:

- The PSH slot inventory is updated in the system.

Use Case Flow:

1. A PMO Team member connects to the HFH system as a registered user and selects the option to manage PSH.
 - a. The system will display a summary of the slots in PSH and a list of clients in PSH.
 - b. Alternatively, the system will allow a user to search for a PSH slot or client by any slot or client data.
2. The PMO Team member may navigate or filter the view based on any slot or client data fields.
 - a. The system will update the view of the PSH inventory and list of clients in PSH based on any slot or client data fields.
3. The PMO Team member may select a client to view their detailed information or make an update to the client's record.
 - a. The system will display the PSH client's detailed information.
 - b. The system will allow the user to make an update to the notes on the client.
 - c. The system will allow the user to make an update to any editable field of the client's detailed information.
4. The PMO Team member selects the option to add new PSH slots or ICMS providers and provides the required information.
 - a. The system will allow the user to add new PSH slots or ICMS providers and provide the required information.
5. The PMO Team member views clients in PSH to determine their progress in PSH.

- a. The system displays a list of clients in PSH and a summary of their progress towards PSH.

Alternate Flows:

None

Associations to other Use Cases:

- ICMS Provider Gives Update
- Refer to PSH

Additional Requirements:

None

Report on HFH

Use Case# 12

Actor:

- HFH Employee

Purpose and Objectives:

Periodically, users of the system will be interested to gather data that is in the system and which concerns their use of the system. Users will primarily view the part of the system they interact with. From time to time, certain users of the system may be interested to extract data or reports from the system to further analyze or to present as reports.

Trigger Events:

- A user needs to gather information from the system.

Precondition:

- The needed information exists in the system.

Post Condition:

- The needed information exists in a graphic display or data table outside of the system in a usable format for the user.

Use Case Flow:

1. A HFH employee connects to the HFH system as a registered user and selects the option to run a report on HFH.
 - a. The system will display options to the user to run reports on all clients and all interim housing beds and PSH slots.
 - b. The system will allow the user to filter the report to a subset of the data based on any client, interim bed or PSH slot data. For example Scattered Site v. Project based PSH clients. Reports may be targeted to different phases in housing for example, acuity levels of people waiting for housing, lease up of a new project, status of clients in different housing, and health outcomes.
2. The HFH employee selects the option in the system to schedule the report. For example, on a weekly, monthly or quarterly basis.
 - a. The system will allow the user to schedule the time of day when a report runs and the reoccurrence frequency.
3. The HFH employee selects the option to run the report now.
 - a. The system provides the selected report in a graphical display and data table format available for export from the system.
4. The HFH employee selects the option to export the data in excel or pdf format.
 - a. The system will export report data in excel or pdf format.
5. Report examples include but are not limited to the following:
 - a. Status reports for a list of clients
 - b. Report on a specific program providing a snapshot on progress for housing and filling slots

- c. Monthly reports to DHS reporting the placement, progress, and the number of clients placed into housing
- d. Quarterly reports to board of supervisors reporting the number clients placed into housing and the characteristics
- e. Year over year progress of health and expense
- f. Length of time from the referral and housing
- g. Number of clients in the pool by acuity
- h. Status on clients for which ICMS providers have not provided update

Alternate Flows:

None

Associations to other Use Cases:

None

Additional Requirements:

None

LAC DHS Housing For Health (HFH) Functional Requirements Matrix General Requirements

Requirement Area		Requirement	Use Case
General	0.01	The system will allow Referrers to contact HFH via multiple interaction channels including but not limited to: a. Website interface b. Walk-In/In-person (including mobile outreach operations) c. Telephone inquiry d. Email	All
General	0.02	The system will allow users to navigate backwards and forwards between screens/forms.	All
General	0.03	The system will provide the capability to link Client records that are found to be duplicated or delink Client records that are not duplicates.	All
General	0.04	The system will allow authorized users to print all forms, reports, documents, screens (as determined by user role and program rule).	All
General	0.05	The system will allow authorized users to prepare, save and export all data in compatible formats (including but not limited to XLS, CSV).	All
General	0.06	The system will allow authorized users to save and export all forms, reports, documents, screens (as determined by user role and program rule) in compatible formats (including but not limited to PDF, PNG)	All
General	0.07	The system will allow multiple users with varying user permissions to be able to complete workflows within process areas.	All
General	0.08	The system will control access to the Client's record. This will include but not limited to: a. The ability to restrict a Client's record to an individual or group of users if necessary. b. The ability to prevent access to the Client's record. c. The ability to prevent particular Use Cases until a particular step is completed. d. The ability to prioritize alerts on the Client across all system functions. e. The ability to prevent actions within the system until alerts are acknowledged.	All
General	0.09	The system will have rules based access control and display information based on a User's role and program affiliation (e.g. Referrer, HFH, Interim, ICMS, etc.).	All

Requirement Area		Requirement	Use Case
General	0.10	The system will authenticate users before allowing access to functionality that requires a login.	All
General	0.11	The system will allow an authorized user to undo and redo any change made in the system with a single click (e.g. on an undo button). a. A user with sufficient permissions will also be able to undo changes after the fact. b. Undo/redo actions will be included in the system's audit trail.	All
General	0.12	The system will allow authorized users to upload existing electronic documents.	All
General	0.13	The system will allow users to scan documentation and associate the electronic document with a record (e.g. for a Client, etc.) in the system.	All
General	0.14	The system will allow viewing a summary/list of associated electronic documents throughout the workflow where appropriate.	All
General	0.15	The system will allow users to indicate the type of an uploaded document using a pre-defined taxonomy prior to uploading.	All
General	0.16	The system will provide the ability to associate a single electronic document with multiple Clients if appropriate (e.g., household).	All
General	0.17	The system will allow authorized users to edit uploaded documents, including but not limited to: a. Document name b. Document type c. Document association(s) with Client(s)	All
General	0.18	The system will allow users to save data entered into forms or text fields at any point during data entry.	All
General	0.19	The system will allow users to continue with other steps of workflow and other components of a process area if a single component has not been completed.	All
General	0.20	The system will review the application for errors or missing data at each stage of the application process.	All
General	0.21	The system will allow authorized users to review data entered on forms prior to submission.	All
General	0.22	The system will have spell check function for user-entered text.	All
General	0.23	The system will automatically save information as users complete forms.	All
General	0.24	The system will validate that all mandatory data fields have been completed when a user attempts to submit a form or when moving from one screen to the next.	All
General	0.25	The system will inform the user of any errors on the form based on the validations performed.	All
General	0.26	The system will allow the user to review and update a form if there are correctable errors.	All

Requirement Area		Requirement	Use Case
General	0.27	The system will provide the ability to format user-entered text (e.g. capitalize letters, enter special characters, highlight, bold, underline, etc.)	All
General	0.28	The system will include decision support tools such as links to appropriate program policies aligned to appropriate data items.	All
General	0.29	The system will contain a "help" function on each screen as needed to provide users with instructions on how to perform functions, descriptions of data elements and other necessary information.	All
General	0.30	The system will provide links to and pop-up windows with context-relevant rules/regulations/policy documentation for reference, as deemed appropriate by HFH.	All
General	0.31	The system will apply mailing address validations including but not limited to address, zip code, etc.	All
General	0.32	The system will allow for an authorized user to configure fields in forms as mandatory or optional.	All
General	0.33	The system will allow for statistical analysis and reporting of process completion throughout all the process areas (e.g. housing process time).	All
General	0.34	The system will uniquely identify each client and system user.	All
General	0.35	The system will display a progress indicator on all forms that span more than one screen.	All
General	0.36	The system will send notifications based on the preferences a user has indicated in their profile, unless a specific delivery method is specified by policy.	All
General	0.37	The system will have a user interface written in English (including warnings, notifications and user prompts) free of spelling and grammatical errors.	All
General	0.38	The system will maintain a record (i.e. audit trail) of all changes made to data in the system, including both system-initiated changes and user-initiated changes. The audit trail will include, but not be limited to: a. The user ID of the person who made the change, if applicable b. The system ID of the process that made the change, if applicable c. The date and time of the change d. The information that was changed e. The data before and after it was changed f. The data source if the change was system generated	All
General	0.39	The system will allow authorized users to browse, search, and sort the audit trail by all available data fields.	All

Requirement Area		Requirement	Use Case
General	0.40	The system will record the date, time, and name of users viewing Client information.	All
General	0.41	The system will allow an authorized user to manage and update data field values, code tables and business rules through a user interface.	All
General	0.42	The system will use industry standard taxonomies, where applicable.	All
General	0.43	The system will include user access controls on the basis of data fields.	All
General	0.44	The system will include user access controls on the basis of organization, workgroup and specific permissions.	All
General	0.45	The system will include a system use notification property which may be configured to display a specific message upon log in.	All
General	0.46	The system will allow County to determine how to manage any data it submits and/or includes in the Solution, including, but not limited to, setting a data retention period, if any.	All
General	0.47	The system will not allow any County Data to be overwritten and/or destroyed without County's written request.	All

LAC DHS Housing For Health (HFH) Functional Requirements Matrix Access Requirements

Requirement Area		Requirement	Use Case
Access	1.01	The system will conform to the processes detailed in the Apply for HFH Use Case.	Apply to HFH
Access	1.02	The system will prompt the user to enter the Referring Agency information if not already known by the system. This information may include; Referring Agency/DHS Facility, Staff Name/Title, Office #, Cell/Pager#, Alternate Staff, Office/Pager #.	Apply to HFH
Access	1.03	The system will prompt the user to enter a limited amount of client's identifying information such that the system can identify the client, including: i. First, Middle, and Last Name, Aliases, Date of Birth, SSN, Affinity & ORCHID (EHR) ID / MRN / Client ID	Apply to HFH
Access	1.04	The system will determine if there is already an application in the system under the same client name or other client identifying information.	Apply to HFH
Access	1.05	The system will prompt the user to complete a new application if the client has not yet applied to HFH.	Apply to HFH
Access	1.06	The system will display an application template for the Referrer to enter the following information: Referral Type (PSH and/or Interim – Recuperative or Stabilization), applicant contact plan, gender, ethnicity, race, residency status, primary language, ability to communicate in English, proof of residency, current ID, SS card, veteran status.	Apply to HFH
Access	1.07	The system will prompt the Referrer to select Interim Housing and/or Permanent Supportive Housing.	Apply to HFH
Access	1.08	The system will prompt the Referrer to enter a follow up contact plan if the Referrer does not enter a phone number for the client.	Apply to HFH
Access	1.09	The system will prompt the Referrer to answer questions on homelessness and chronic homelessness, for example on how long they have been homeless.	Apply to HFH

Requirement Area		Requirement	Use Case
Access	1.10	The system will determine the client's Homeless and Chronically Homeless status based on the Referrers responses to the homeless questionnaire.	Apply to HFH
Access	1.11	The system will have the capability to attach documents and images to any section in the application.	Apply to HFH
Access	1.12	The system will prompt the user to complete the Attachment A – Medical Background information, if the application is for Interim Housing, including; confirmation and description of medical needs (such as Wound Care Needs, Recovery from surgical procedure, additional time to recuperate, medical discharge instructions, willingness to reside in communal living), Medication List (with dosage & frequency instructions), confirmation of 30-day supply of all medications and medical supplies (if applicable), List of patient's follow-up appointments, Copy of their discharge summary (if coming from the ER or in patient setting), documentation of the patient's TB (tuberculosis) clearance.	Apply to HFH
Access	1.13	The system prompts the user to complete the pre-filled out DHS Authorization For Use and Disclosure of Protected Health Information and the HFH Authorization to Release/Share Information forms.	Apply to HFH
Access	1.14	The system will have the capability to attach documents and images to satisfy the two required information authorization forms.	Apply to HFH
Access	1.15	The system will allow eSignature to satisfy the two required information authorization forms.	Apply to HFH
Access	1.16	The system will require completion of the DHS Authorization For Use and Disclosure of Protected Health Information form before DHS medical records can be uploaded to the HFH system.	Apply to HFH
Access	1.17	The system will require completion of the HFH Authorization to Release/Share Information form prior to the client being referred to Interim Housing or PSH.	Apply to HFH
Access	1.18	The system will record the date that both information authorization forms are signed so that any expiration date of the form can be tracked by the system.	Apply to HFH
Access	1.19	The system will have the capability to attach documents and images to satisfy the Medical Summary requirement.	Apply to HFH
Access	1.20	The system will allow the Medical Summary to be entered in a structured format.	Apply to HFH
Access	1.21	The system will save the application as a net new record so that the history of applications can be reviewed.	Apply to HFH
Access	1.22	The system will flag newly completed and submitted applications for eligibility review.	Apply to HFH
Access	1.23	The system will notify the Referrer that a completed application has been submitted.	Apply to HFH

Requirement Area		Requirement	Use Case
Access	1.24	The system will notify the Access Team that a new application has been submitted and for what Referral Type. (PSH and/or Interim – Recuperative or Stabilization)	Apply to HFH
Access	1.25	The system will prompt the user to complete the required fields of the application if the system finds the application is not complete when the application is submitted.	Apply to HFH
Access	1.26	The system will flag the client's record for the need of a new Medical Summary.	Apply to HFH
Access	1.27	The system will notify the DHS Nurses that an application has been submitted that needs a Medical Summary.	Apply to HFH
Access	1.28	The system will conform to the processes detailed in the Manage Application Use Case.	Manage Application
Access	1.29	The system will allow the Referrer to view and update an existing application for a client that has already applied.	Manage Application
Access	1.30	The system will display a list of applications that the Referrer has submitted or has the authority to view. The summary of applications will include current eligibility status, and current housing status. The system will not display or give client's acuity to the Referrer.	Manage Application
Access	1.31	The system will allow the Referrer to search for a client based any of the client's names, aliases, date of birth, SSN, or MRN/Client ID.	Manage Application
Access	1.32	The system will identify clients with close or similar information compared to the information entered by the user and provide the user with suggestions of existing clients that might match the current client.	Manage Application
Access	1.33	The system will display the selected application to the Referrer.	Manage Application
Access	1.34	The system will allow the Referrer to update the currently open application or client information.	Manage Application
Access	1.35	The system will record when and who updated the client's application.	Manage Application
Access	1.36	The system will have the capability to notify the Access Team that an application has been updated.	Manage Application

Requirement Area		Requirement	Use Case
Access	1.37	The system will allow the user to subscribe to notifications or look up notifications in the system.	Manage Application
Access	1.38	The system will update the assignment of a Referrer to an application based on the Referrer's selection.	Manage Application
Access	1.39	The system will notify the original Referrer that a new Referrer has made contact with the client and will take the client's case as the primary Referrer.	Manage Application
Access	1.40	The system will keep a record of all Referrers, their information and the timeframe they were the primary Referrer for each client.	Manage Application
Access	1.41	The system will record if the Referrer makes contact with the client and notifies the client of their referral to housing.	Manage Application
Access	1.42	The system will prompt the Referrer to update the existing application or to submit a new application, if the Referrer requests that the client's status be changed from Inactive to Active.	Manage Application
Access	1.43	The system will keep a history of all applications for the client and the associated client status at the time the applications were submitted or updated.	Manage Application
Access	1.44	The system will notify the Access Team to do a new acuity review of the client, if the Referrer requests that a new medical review be completed.	Manage Application
Access	1.45	The system will record the date that the HFH Authorization to Release/Share Information form was re-signed so that the 1 year expiration date of the form can be tracked.	Manage Application
Access	1.46	The system will confirm to the user that the record has been successfully updated when the user saves or submits an update to the application.	Manage Application
Access	1.47	The system will notify the Access Team that an updated application has been submitted, when the Referrer submits an updated application.	Manage Application

Requirement Area		Requirement	Use Case
Access	1.48	The system will allow the Referrer to set the client's record to Inactive and will require a reason code, when the Referrer cannot make contact with the client or the client has declined services or for some other reason.	Manage Application
Access	1.49	The system will alert the ICMS provider of an update to the client's information, if the Referrer provides an update that they have seen the client and informed them of their referral to PSH.	Manage Application
Access	1.50	The system will alert/email HFH administrators when Concurrent User count reaches X% capacity.	Manage Application
Access	1.51	The system will provide the ability to view real-time Concurrent User count on the dashboard.	Manage Application
Access	1.52	The system will track the daily maximum Concurrent User count.	Manage Application
Access	1.53	The system will generate Concurrent User count reports and have the ability to email them to HFH administrators on a recurring basis.	Manage Application

LAC DHS Housing For Health (HFH) Functional Requirements Matrix Eligibility Requirements

Requirement Area		Requirement	Use Case
Eligibility	2.01	The system will conform to the processes detailed in the Request Medical Summary Use Case.	Request Medical Summary
Eligibility	2.02	The system will display a list of all applications, in First In - First Out (FIFO) order based on application submission date and time, for clients whose Medical Summary is needed or needs to be updated. The list includes; Referral Type (PSH only, or Interim Housing), if a new Medical Summary is needed, and if the DHS authorization form is signed and not expired.	Request Medical Summary
Eligibility	2.03	The system will allow the user to sort the list alphabetically by client name.	Request Medical Summary
Eligibility	2.04	The system will allow a user to search for a client by any client data (for example MRN/Client ID) and select that client.	Request Medical Summary
Eligibility	2.05	The system will remember the selection of client records for further processing in the system.	Request Medical Summary
Eligibility	2.06	The system will verify that the client's DHS Authorization For Use and Disclosure of Protected Health Information has been signed and is not expired, prior to sending a request for a Medical Summary.	Request Medical Summary
Eligibility	2.07	The system will notify the DHS Nurse that new or updated Medical Summaries are needed based on the selection of clients by the Access Team member.	Request Medical Summary
Eligibility	2.08	Intentionally Omitted	
Eligibility	2.09	The system will record on the client's record that a new or updated Medical Summary has been requested and the date and time of the request.	Request Medical Summary

Requirement Area		Requirement	Use Case
Eligibility	2.10	The system will determine if the client's DHS Authorization For Use and Disclosure of Protected Health Information form is not complete or has expired.	Request Medical Summary
Eligibility	2.11	The system will notify the Referrer that a DHS Authorization For Use and Disclosure of Protected Health Information form needs to be completed, if the forms are not complete or expired.	Request Medical Summary
Eligibility	2.12	The system will conform to the processes detailed in the Update Medical Summary Use Case.	Update Medical Summary
Eligibility	2.13	The system will accept upload of documents or images to satisfy the requirement on the user to provide a new or updated Medical Summary.	Update Medical Summary
Eligibility	2.14	The system will allow for the Medical Summary information to be entered in a structured format. Medical summary information includes visit history to DHS facilities and diagnosis.	Update Medical Summary
Eligibility	2.15	The system will mark the record of the clients as having a new or updated Medical Summary.	Update Medical Summary
Eligibility	2.16	The system will notify HFH that a new or updated Medical Summary has been provided.	Update Medical Summary
Eligibility	2.17	The system will flag the client's record as needing a review of eligibility, if the client's Medical Summary is updated and the client is not eligible.	Update Medical Summary
Eligibility	2.18	The system will flag the client's record as needing a review of acuity, if the client's Medical Summary is updated.	Update Medical Summary

Requirement Area		Requirement	Use Case
Eligibility	2.19	The system will display a list of all applications for clients whose eligibility needs to be determined, in First In - First Out (FIFO) order based on application submission date and time. The list includes; Referral Type (PSH only or Interim Housing)	Determine Eligibility & Acuity
Eligibility	2.20	The system will display a summary of client information in order to determine the eligibility and acuity. This information may include but is not limited to; Medical Summary, Level of Priority and Homeless Status.	Determine Eligibility & Acuity
Eligibility	2.21	The system will display all the client's information, based on the user's selection.	Determine Eligibility & Acuity
Eligibility	2.22	The system will allow the Access staff to assign the client's eligibility for Recuperative Care, Stabilization Housing, PSH by each voucher/rental subsidy type and acuity level, for example by selecting drop-down, checklist or other predefined options.	Determine Eligibility & Acuity
Eligibility	2.23	The system will allow the Access staff to flag clients to be assessed for a possible SSI case, and notify the SSI Initiative Program Manager.	Determine Eligibility & Acuity
Eligibility	2.24	The system will notify the Referrer of a change in the client's eligibility status, and current housing status.	Determine Eligibility & Acuity
Eligibility	2.25	The system will add the client to the queue for Interim Housing if Interim Housing is selected in the application Referral Type.	Determine Eligibility & Acuity
Eligibility	2.26	The system will add the client to the queue for PSH if the client is eligible for any of the PSH & voucher/rental subsidy types.	Determine Eligibility & Acuity
Eligibility	2.27	The system will save a new Referral Type on the client's application, based on the Access Team's update to the client's application.	Determine Eligibility & Acuity
Eligibility	2.28	The system will track whether the ICMS provider is Leveraged or not.	Determine Eligibility & Acuity

Requirement Area		Requirement	Use Case
Eligibility	2.29	The system will flag the client as Inactive for reason of being Ineligible, if the client is ineligible for PSH and the application is not for Interim Housing.	Determine Eligibility & Acuity

LAC DHS Housing For Health (HFH) Functional Requirements Matrix Interim Housing

Requirement Area	RFP Req. #	Requirement	Use Case
Interim Housing	3.01	The system will conform to the processes detailed in the Refer to Interim Housing use case.	Refer to Interim Housing
Interim Housing	3.02	The system will display a list of clients that are waiting for Interim Housing. Summary information displayed in this list may include but is not limited to eligibly status for Interim Housing, PSH, and Medical Summary status (completed or needed).	Refer to Interim Housing
Interim Housing	3.03	The system will allow a user to search for a client by any client data and select that client.	Refer to Interim Housing
Interim Housing	3.04	The system will display a list of clients eligible for Recuperative Care, prioritized based on acuity then by application submissions date and time.	Refer to Interim Housing
Interim Housing	3.05	The system will display the list of clients eligible for Stabilization Housing, prioritized based on acuity, then by progress in Recuperative Care (if applicable), then by application submission date and time.	Refer to Interim Housing
Interim Housing	3.06	The system will update the display based on the user's selected filter criteria. (Any information in application, Referral Type (Recuperative v. Stabilization), mobility, ADLs, etc.)	Refer to Interim Housing
Interim Housing	3.07	The system will display the client's summary information, information relevant to match the client to Interim Housing. For example, Referral Type (Recuperative v. Stabilization), mobility, ADLs, gender etc.)	Refer to Interim Housing
Interim Housing	3.08	The system displays the inventory of available Interim Housing beds.	Refer to Interim Housing
Interim Housing	3.09	The system displays a summary of available Interim Housing beds based on filter criteria. (Recuperative v. Stabilization, gender, wheelchair, hospital bed, location etc.)	Refer to Interim Housing
Interim Housing	3.10	The system will record the match of the client to the available Interim Housing bed, and the issuance of a referral to Interim Housing for that client.	Refer to Interim Housing
Interim Housing	3.11	The system will allow the user to enter notes on the client when referring to Interim Housing.	Refer to Interim Housing

Requirement Area	RFP Req. #	Requirement	Use Case
Interim Housing	3.12	The system notifies the selected Interim Housing provider of the referral of the client to their Interim Housing bed.	Refer to Interim Housing
Interim Housing	3.13	The system will require the Interim Housing provider to confirm that they received the referral.	Refer to Interim Housing
Interim Housing	3.14	The system will require the Interim Housing provider to accept, decline, or ask for more information on the referral.	Refer to Interim Housing
Interim Housing	3.15	The system will notify HFH once the Interim Housing provider acknowledges they have received the referral and whether they've accepted, declined or asked for more information.	Refer to Interim Housing
Interim Housing	3.16	The system will notify the Referrer of the referral of the client to Interim Housing, once the Interim Housing provider accepts the referral to Interim Housing.	Refer to Interim Housing
Interim Housing	3.17	The system will notify both the previous Interim Housing provider and the new Interim Housing provider if different, when the client is coming from Interim Housing and referred to Interim Housing. In this case, the previous Interim Housing provider will be treated like the Referrer in that the previous provider will only be notified of the referral after the new Interim Housing provider has accepted the referral.	Refer to Interim Housing
Interim Housing	3.18	The system will require the Interim Housing provider give a reason, if the Interim Housing provider declines the referral.	Refer to Interim Housing
Interim Housing	3.19	The system will record the history of housing referrals for the client.	Refer to Interim Housing
Interim Housing	3.20	The system will conform to the processes detailed in the Interim Housing Gives Update use case.	Interim Housing Gives Update
Interim Housing	3.21	The system will prompt the user to enter sufficient client identifying information such that the system can identify the client.	Interim Housing Gives Update
Interim Housing	3.22	The system will display the current Interim Housing summary information for the client.	Interim Housing Gives Update
Interim Housing	3.23	The system will display an option for the user to access all of the client's medical information stored in the system.	Interim Housing Gives Update
Interim Housing	3.24	The system will display the current notes summary for the client and an option to update the notes on the client.	Interim Housing Gives Update

Requirement Area	RFP Req. #	Requirement	Use Case
Interim Housing	3.25	The system will record the updates to the client's information from Interim Housing providers.	Interim Housing Gives Update
Interim Housing	3.26	The system records any potential change in the Interim Housing bed inventory. For example a bed becomes occupied, or vacant.	Interim Housing Gives Update
Interim Housing	3.27	The system will notify the Referrer of any update in the client's housing status.	Interim Housing Gives Update
Interim Housing	3.28	The system will notify the Access Team for certain updates, for example changes in bed inventory, changes in client's housing status, and changes in client's milestones to be ready for PSH.	Interim Housing Gives Update
Interim Housing	3.29	The system will conform to the processes detailed in the Manage Interim Housing use case.	Manage Interim Housing
Interim Housing	3.30	The system will display a summary of the beds in Interim Housing and a list of clients in Interim Housing.	Manage Interim Housing
Interim Housing	3.31	The system will allow a user to search for an Interim Housing bed or client by any bed or client data and select that bed or client.	Manage Interim Housing
Interim Housing	3.32	The system will update the view of the Interim Housing inventory and list of clients in Interim Housing based on any bed or client data fields.	Manage Interim Housing
Interim Housing	3.33	The system will display a list of clients eligible for Recuperative Care, prioritized based on acuity then by application submissions date and time.	Manage Interim Housing
Interim Housing	3.34	The system will display the list of clients eligible for Stabilization Housing, prioritized based on acuity, then by progress in Recuperative Care, then by application submission date and time.	Manage Interim Housing
Interim Housing	3.35	The system will display the Interim Housing client's detailed information.	Manage Interim Housing
Interim Housing	3.36	The system will allow the user to make an update to the notes on the client and record who made the update and when it was made.	Manage Interim Housing
Interim Housing	3.37	The system will allow the user to make an update to any editable field of the client's detailed information.	Manage Interim Housing
Interim Housing	3.38	The system will display a detailed view of the selected bed(s) including all associated information on the bed(s).	Manage Interim Housing

Requirement Area	RFP Req. #	Requirement	Use Case
Interim Housing	3.39	The system will allow the user to select different Interim Housing bed parameter values for parameters that are available for edit by the user. For example, user changes beds from Male to Female for a room of beds.	Manage Interim Housing
Interim Housing	3.40	The system displays a list of clients in Interim Housing and a summary of their progress towards PSH.	Manage Interim Housing

LAC DHS Housing For Health (HFH) Functional Requirements Matrix Permanent Supportive Housing

Requirement Area	RFP Req. #	Requirement	Use Case
Permanent Supportive Housing	4.01	The system will conform to the processes detailed in the Refer to Permanent Supportive Housing Use Case.	Refer to PSH
Permanent Supportive Housing	4.02	The system will display a list of open slots for PSH and their associated summary data. For example, the slot information may include which ICMS provider has the opening, subsidy program, location, etc.	Refer to PSH
Permanent Supportive	4.03	The system will allow the user to search for open slots in PSH by entering any parameter associated with PSH.	Refer to PSH
Permanent Supportive Housing	4.04	The system will display the list of open PSH slots based on subsidy program.	Refer to PSH
Permanent Supportive Housing	4.05	The system will update the display based on the user's selected filter criteria. (Any information on the ICMS Provider, the subsidy program, etc.)	Refer to PSH
Permanent Supportive Housing	4.06	The system remembers the selection of open PSH slots and their associated information.	Refer to PSH
Permanent Supportive Housing	4.07	The system will display a list of clients waiting for PSH that are eligible for the previously selected PSH slots.	Refer to PSH
Permanent Supportive Housing	4.08	The system will sort the list of clients by acuity, Interim Housing clients that are ready for PSH, and by First In – First Out based on applications' submission date.	Refer to PSH
Permanent Supportive Housing	4.09	The system will filter the list of clients waiting for PHS based on PSH matching criteria. For example, PSH matching criteria may housing location preferences, etc.	Refer to PSH
Permanent Supportive Housing	4.10	The system will record the match of the clients to open PSH slots and the issuance of a referral to PSH for the clients.	Refer to PSH
Permanent Supportive Housing	4.11	The system will update the PSH slot that a client has been referred to that slot.	Refer to PSH

Requirement Area	RFP Req. #	Requirement	Use Case
Permanent Supportive Housing	4.12	The system will allow the user to enter notes on client when referring to PSH.	Refer to PSH
Permanent Supportive Housing	4.13	The system will notify the Referrer of each client of the referral to PSH.	Refer to PSH
Permanent Supportive Housing	4.14	The system will notify the ICMS providers that are associated with the open PSH slots of the referrals to PSH.	Refer to PSH
Permanent Supportive Housing	4.15	The system will track whether the ICMS provider is Leveraged or not.	Refer to PSH
Permanent Supportive Housing	4.16	The system will conform to the processes detailed in the ICMS Provider Gives Update Use Case.	ICMS Provider Gives Update
Permanent Supportive Housing	4.17	The system will prompt the user to enter sufficient client identifying information such that the system can identify the client.	ICMS Provider Gives Update
Permanent Supportive Housing	4.18	The system will display the current PSH summary information for the client.	ICMS Provider Gives Update
Permanent Supportive Housing	4.19	The system will record the ICMS provider's update to the client's information. For example, the ICMS provider receives the client into PSH, updates that a current PSH client is missing, or has progressed to living without PSH. See Data Elements sheet for minimum set of parameters to be tracked per client.	ICMS Provider Gives Update
Permanent Supportive Housing	4.20	The system will record any potential change in the PSH slot inventory. For example, slot becomes occupied, or vacant.	ICMS Provider Gives Update
Permanent Supportive Housing	4.21	The system will notify the Referrer of the update in the client's housing status.	ICMS Provider Gives Update
Permanent Supportive Housing	4.22	The system will notify HFH of the vacancy in the PSH slot(s), when the ICMS provider selects the option to notify HFH when they have a vacancy for PSH and provides the required information.	ICMS Provider Gives Update
Permanent Supportive Housing	4.23	The system will record the update to the client's information and the PSH slot, when the ICMS provider gives an update that they could not find a client which got referred to PSH.	ICMS Provider Gives Update

Requirement Area	RFP Req. #	Requirement	Use Case
Permanent Supportive Housing	4.24	The system will notify HFH that the referral to PSH has been returned due to not being able to find the client.	ICMS Provider Gives Update
Permanent Supportive Housing	4.25	The system will record the update to the client's information and the PSH slot, when the ICMS provider gives an update that they have returned the referral to PSH.	ICMS Provider Gives Update
Permanent Supportive Housing	4.26	The system will notify HFH that the referral has been returned by the ICMS provider and the associated reason. For example, the client may want a different location, client may not want PSH anymore, or the client's housing status is updated for example to Inactive	ICMS Provider Gives Update
Permanent Supportive Housing	4.27	The system will conform to the processes detailed in the Manage PSH Use Case.	Manage PSH
Permanent Supportive Housing	4.28	The system will display a summary of the slots in PSH and a list of clients in PSH.	Manage PSH
Permanent Supportive Housing	4.29	The system will allow a user to search for a PSH slot or client by any slot or client data.	Manage PSH
Permanent Supportive Housing	4.30	The system will update the view of the PSH inventory and list of clients in PSH based on any slot or client data fields.	Manage PSH
Permanent Supportive Housing	4.31	The system will display the PSH client's detailed information, based on use selection.	Manage PSH
Permanent Supportive Housing	4.32	The system will allow the user to make an update to the notes on the client.	Manage PSH
Permanent Supportive Housing	4.33	The system will allow the user to make an update to any editable field of the client's detailed information.	Manage PSH
Permanent Supportive Housing	4.34	The system will allow the PM Team to add new PSH slots or ICMS providers and provide the required information. See Data Dictionary for minimum set of parameters to be tracked per ICMS provider.	Manage PSH
Permanent Supportive Housing	4.35	The system will display a list of clients in PSH and a summary of their progress towards PSH.	Manage PSH

Requirement Area	RFP Req. #	Requirement	Use Case
Permanent Supportive Housing	4.36	The system will conform to the processes detailed in the Manage PSH Use Case.	Manage PSH

LAC DHS Housing For Health (HFH) Functional Requirements Matrix Reporting Requirements

Requirement Area		Requirement	Use Case
Reporting	5.01	The system will conform to the processes detailed in the Report on HFH use case.	Report on HFH
Reporting	5.02	The system will display options to the user to run reports on all clients and all interim housing beds and PSH slots.	Report on HFH
Reporting	5.03	The system will allow the user to filter the report to a subset of the data based on any client, interim bed or PSH slot data. For example Scattered Site v. Project based PSH clients. Reports may be targeted to different phases in housing for example, acuity levels of people waiting for housing, lease up of a new project, status of clients in different housing, and health outcomes.	Report on HFH
Reporting	5.04	The system will allow the user to schedule the time of day when a report runs and the reoccurrence frequency. For example, on a weekly, monthly or quarterly basis.	Report on HFH
Reporting	5.05	The system provides the selected report in a graphical display and data table format available for export from the system.	Report on HFH
Reporting	5.06	The system will export report data in excel or pdf format.	Report on HFH
Reporting	5.07	The system will include version control for all reports.	Report on HFH
Reporting	5.08	The system will provide business intelligence tools to allow for searching, reporting, and reviewing enterprise wide system data for management purposes.	Report on HFH
Reporting	5.09	The system will allow authorized users to create queries of moderate complexity (including table joins) from tables and views.	Report on HFH
Reporting	5.10	The system will allow the user to save a queries for future use.	Report on HFH
Reporting	5.11	The system will provide an option to save a query, whose definition has been modified, under a new name as a new query.	Report on HFH
Reporting	5.12	The system will allow an authorized user to share the queries with other users, both individually and by user permission role.	Report on HFH
Reporting	5.13	The system will have the ability to support quality assurance analyst staff with access a full set of complex query capabilities where all parameters can be viewed and data selected into subsets.	Report on HFH
Reporting	5.14	The system will provide tools for statistical data analysis of query results.	Report on HFH
Reporting	5.15	The system will allow the user to share the query results with other users.	Report on HFH

Requirement Area		Requirement	Use Case
Reporting	5.16	The system will allow different access levels for analyzing versus publishing to allow for different users to perform each function.	Report on HFH
Reporting	5.17	The system will allow an authorized user to create a 'sandbox' with temporary data for use in future queries, including 'mashups' with internal and external data.	Report on HFH
Reporting	5.18	The system will have the capability to include sources such as GIS maps.	Report on HFH
Reporting	5.19	The system will allow authorized users to import/export GIS data from/to other GIS systems.	Report on HFH
Reporting	5.20	Intentionally Omitted	
Reporting	5.21	The system will contain reports targeted at identifying and remediating fraud, waste and abuse.	Report on HFH
Reporting	5.22	Intentionally Omitted	
Reporting	5.23	The system will provide the ability to send alerts/notifications upon identification of fraudulent behavior.	Report on HFH
Reporting	5.24	The system will provide the ability to generate clinic based outcomes measures in a variety of ways, such as by geographical area or provider.	Report on HFH
Reporting	5.25	The system will provide data dashboard capabilities to facilitate real time graphical display of key outcome and performance metrics with drill-down capability aligned with user's role and permissions.	Report on HFH
Reporting	5.26	The system will include the capability to generate and display population, program and client based dashboard reports.	Report on HFH
Reporting	5.27	The system will make timely, accurate, and complete decision support information available to authorized users through the application and standardized tools.	Report on HFH
Reporting	5.28	Intentionally Omitted	
Reporting	5.29	The system will provide the ability to provide access via a variety of delivery channels (e.g., Web, tablet, email) to meet the varying needs of Users.	Report on HFH
Reporting	5.30	The system will provide a mechanism to export federal reports electronically, based on acceptable formats and guidelines.	Report on HFH

Requirement Area		Requirement	Use Case
Reporting	5.31	The system will allow the user to configure report preferences.	Report on HFH
Reporting	5.32	The system will allow users to subscribe to reports.	Report on HFH
Reporting	5.33	The system will notify users of the estimated time required to run a report if it exceeds a predefined time limit.	Report on HFH
Reporting	5.34	The system will allow queuing of reports to limit interruption of other system processes.	Report on HFH
Reporting	5.35	The system will provide a mechanism to archive or remove reports in order to prevent a proliferation of reports.	Report on HFH
Reporting	5.36	The system will have the capability to generate and display standard ("canned") reports that users can view and export, but not customize. Standard reports include, but are not limited to: a. Existing reports that are currently generated and published b. Population centric reports	Report on HFH
Reporting	5.37	The system will allow users specify "favorites" and frequently used reports.	Report on HFH
Reporting	5.38	The system will display a list of standard reports available to the user. The list shall include, but is not limited to: a. Report Title b. Last Update Date c. Frequency of Updates	Report on HFH
Reporting	5.39	The system will display the standard report upon selection by the user.	Report on HFH
Reporting	5.40	The system will allow generation of reports with an 'as-of' date.	Report on HFH
Reporting	5.41	The system will provide the option of saving the report parameters in order to re-run it another time.	Report on HFH
Reporting	5.42	The system will provide the ability to perform calculations on stored data (e.g., unique count, average, etc.)	Report on HFH

LAC DHS Housing For Health (HFH) Functional Requirements Matrix Defined Terms / Acronyms

Acronym / Defined Term	Description
LAC	Los Angeles County
DHS	Department of Health Services (of Los Angeles County)
HFH	Housing For Health (a Division of DHS)
EHR	certified Electronic Health Record
SSN	Social Security Number
MRN	Medical Record Number, unique ID for EHR
Medical Background Information	medical background information is required in the application if Interim Housing is requested and is used by the Interim Housing providers
Medical Summary	The medical summary includes DHS hospital visit history and diagnosis. It is used by HFH to determine eligibility and acuity.
ICMS	Intensive Case Management Service
Leveraged ICMS	A Leverage ICMS provider is a provider that is not asking HFH for funds. They would just like the referral and subsidy and will manage the rest.
Interim Housing	can be either Recuperative Care or Stabilization Beds
PSH	Permanent Supportive Housing, can be either Project Based or Scattered Site
Affinity	legacy LAC EHR
ORCHID	new LAC EHR
Service Provider	general term for external service provider such as Interim Housing provider or ICMS provider

LAC DHS Housing For Health (HFH) Non-Functional Requirements Matrix General Requirements

Requirement Area		Requirement
General	0.01	The System will allow all authorized users connected to the central database to have current and up to the second information regarding clients, services, programs, and interaction with HFH.
General	0.02	The System will support multiple channels of access (e.g. PC, Web Browser, Email, Smart Phone, etc.) for HFH employees, service providers, and clients aligned with the functionality that is appropriate to the channel and HFH's business process.
General	0.03	The System will be a centralized, web-based application available at all locations (HFH offices, DHS hospitals, housing sites, ICMS offices).
General	0.04	The System will allow authorized users access based on their roles irrespective of their geographical location.
General	0.05	The System will have a Web interface that must be supported for use in a minimum of three of the following Web browsers: Apple Safari, Google Chrome, Microsoft Internet Explorer, Microsoft Edge, Mozilla Firefox.
General	0.06	The System will use Windows 7 or 8 or the latest desktop operating systems at the HFH offices.

LAC DHS Housing For Health (HFH) Non-Functional Requirements Matrix Usability Requirements

Requirement Area		Requirement
Usability	1.01	The System will use a graphical user interface (GUI) to help the user navigate to next logical step in the workflow, or freely navigate to other parts of the system functionality, and return to complete the in-process task.
Usability	1.02	The System will allow the user to navigate to any Client-related function from a centralized client profile page.
Usability	1.03	The System will use the users' language, with words, phrases and concepts familiar to the user, rather than system-oriented terms.
Usability	1.04	The System will keep users informed about what is going on, through appropriate feedback within reasonable time.
Usability	1.05	The System will limit the amount of information displayed, while also enabling the user to immediately expand the scope of the information visible.
Usability	1.06	The System will allow users to navigate to a variety of functions available to them without having to move sequentially through excessive menus and screens.
Usability	1.07	The System will support undo and redo to leave the unwanted state without having to go through an extended dialogue.
Usability	1.08	The System will follow standardized conventions and nomenclature.
Usability	1.09	The System will check for data entry errors and present users with a confirmation option before they commit to the action.
Usability	1.10	The System will use error messages that are expressed in plain language, precisely indicate the problem, and constructively suggest a solution.
Usability	1.11	The System will be able to alert the user with information relevant to required next steps.
Usability	1.12	The System will utilize drop down menus and list boxes, and will display existing values for selection.
Usability	1.13	The System will accommodate point and click selection and check box entry for all relevant data entries.
Usability	1.14	The System will provide data field level on-screen edits.
Usability	1.15	The System will provide the ability to make fields visible/invisible depending on parameters.
Usability	1.16	Intentionally Omitted
Usability	1.17	Intentionally Omitted
Usability	1.18	The System will minimize the number of screens navigated by users for common working processes within the application.
Usability	1.19	Intentionally Omitted
Usability	1.20	The System will include logical transitions between screens and level of detail during navigation.
Usability	1.21	The System will highlight and flag data fields if the information must be collected but is not available immediately, for later completion of the workflow.
Usability	1.22	The System will suggest or automatically change entries (as appropriate) that do not conform to data entry standards.

LAC DHS Housing For Health (HFH) Non-Functional Requirements Matrix Capacity & Performance Requirements

Requirement Area		Requirement
Capacity & Performance	2.01	The System will be capable of supporting existing users and caseload plus any anticipated expansion. a. The System will accommodate at least 150 total unique users currently and at least 2000 total unique users in 5 years. b. The System will accommodate at least 5000 clients in housing currently, and at least 20,000 in housing in 5 years. c. The System will accommodate at least 60,000 clients, regardless of eligibility or homeless status. d. The System will accommodate at least 20,000 beds regardless of occupancy.
Capacity & Performance	2.02	Intentionally Omitted
Capacity & Performance	2.03	Intentionally Omitted
Capacity & Performance	2.04	The System will support transparent failover using high-availability processor architectural options.
Capacity & Performance	2.05	The System will be able to continue to operate at the service provider locations despite failure or availability of individual technology components such as a server platform or network connection.
Capacity & Performance	2.06	The System will provide Service Level Agreement (SLA) monitoring and reporting capabilities.

LAC DHS Housing For Health (HFH) Non-Functional Requirements Matrix Interoperability & Interfaces Requirements

Requirement Area		Requirement
Interoperability & Interfaces	3.01	The System will produce HUD's Annual Performance Report (APR) and Annual Homeless Assessment Report (AHAR).
Interoperability & Interfaces	3.02	The System will produce the minimum data for electronic export set according to HUD's Data Standards published in 2014.
Interoperability & Interfaces	3.03	The System will provide an output file for sharing with other external programs.
Interoperability & Interfaces	3.04	The System will secure and protect the interface data and the associated infrastructure from a confidentiality, integrity and availability perspective.
Interoperability & Interfaces	3.05	The System will provide the capability to interface with a certified EHR systems for medical information.

LAC DHS Housing For Health (HFH) Non-Functional Requirements Matrix Regulatory & Policies Requirements

Requirement Area		Requirement
Regulatory & Policies	4.01	The System will be in compliance with the Health Insurance Portability and Accountability Act (HIPAA) privacy and client consent for release requirements.
Regulatory & Policies	4.02	The System will comply with U.S. Department of Health & Human Services privacy and data security requirements (http://www.healthit.gov/policy-researchers-implementers/privacy-security-policy) and LAC DHS security policies.
Regulatory & Policies	4.03	The System will conform with the sub-parts of Section 508 of the Americans with Disabilities Act (ADA) (http://www.section508.gov/)
Regulatory & Policies	4.04	The System will provide the capability for electronic signature and storage of the signature in the proper record for all transactions and activities requiring a signature (e.g., authorization for the use of information, income verification).
Regulatory & Policies	4.05	The System will include a detailed audit trail for a select set of system transactions, activities and actions, including date, time, author and reason for the change, as defined by LAC DHS management.

LAC DHS Housing For Health (HFH) Non-Functional Requirements Matrix System Administration Requirements

Requirement Area		Requirement
System Administration	5.01	The System will provide data archiving capabilities based on HFH defined criteria.
System Administration	5.02	The System will maintain current year plus 10 past years of program records.
System Administration	5.03	The System will allow users to search records dynamically across all system data.
System Administration	5.04	The System will provide version control capabilities to ensure the integrity of all software releases.
System Administration	5.05	The System will provide logging and reporting for accessing errors and exceptions.
System Administration	5.06	The System will monitor and provide reports on any unauthorized access.
System Administration	5.07	The System will have multi-level system and functional level security, such as ensuring that only authorized staff can issue benefits.
System Administration	5.08	The System will allow controlled access to client records. Referrers and service providers will be able to view client data within the central database at HFH defined levels of access based on user security privileges, when network connectivity is available.
System Administration	5.09	The System will provide admin tools and maintenance routines to change access rights quickly.
System Administration	5.10	The System will provide advanced session management capabilities including prevention of duplicate logins, remote logout and location-specific session timeouts.
System Administration	5.11	The System will require users to change their password regularly.
System Administration	5.12	The System will provide role-based user and identity management.
System Administration	5.13	The System will allow system administrators to assign status and permissions to user accounts.
System Administration	5.14	The System will allow system administrators to create and manage user roles.
System Administration	5.15	The System will allow system administrators to create user groups to manage workflow.

Requirement Area		Requirement
System Administration	5.16	The System will allow system administrators to assign users to particular service providers.
System Administration	5.17	The System will allow system administrators to assign users to particular user groups / units.
System Administration	5.18	The System will allow system administrators to assign users to particular supervisors.
System Administration	5.19	The System will comply with LAC's information security standards.
System Administration	5.20	The System will maintain a level of security that is commensurate with the risk and magnitude of the harm that could result from the loss, misuse, disclosure, or modification of information.
System Administration	5.21	The System will provide a Web interface in which an administrator can create, manage and delete user accounts.
System Administration	5.22	The System will allow for all changes/updates to be completed centrally and available immediately to all provider sites.

LAC DHS Housing For Health (HFH) Non-Functional Requirements Matrix Maintenance and Operations

Requirement Area		Requirement
M&O	6.01	The Contractor will operate the System and the Hosting Services on a 24x7x365 basis.
M&O	6.02	Intentionally Omitted.
M&O	6.03	The Contractor will provide and maintain all Licensed Software, hosting software, and Third-Party Product licenses and sublicenses, and Documentation required to provide the Hosting Services.
M&O	6.04	The Contractor will provide, monitor, and maintain hosting hardware, hosting software, and communications infrastructure, including: a. Physical infrastructure for data center (e.g., facility, environment, power), b. Shared networking and application infrastructure.
M&O	6.05	The Contractor will monitor all inbound and outbound Interfaces and provide County with notice of inactive Interfaces or other potential connectivity issues.
M&O	6.06	The Contractor will provide maintenance of the server hardware components surrounding the System, including but not limited to all equipment and networking components and other hardware upgrades at no additional cost to County beyond the applicable Support Fees.
M&O	6.07	The Contractor will repair, upgrade or replace these server hardware components during the term of the Agreement to comply with the system requirements and the warranties specified in this Agreement and to support, and be compatible with, the System including any application modifications provided by Contractor under the Agreement.
M&O	6.08	The Contractor will provide computer systems, network equipment, and Contractor WAN.
M&O	6.09	The Contractor will conduct calls as requested by County to discuss Hosting Services activities and related issues.
M&O	6.10	The Contractor will report on a regular basis as determined by County, on Hosting Services activities, including the tracking and reporting of any issues.
M&O	6.11	The Contractor will conduct monitoring and reporting of Service Levels to County, including: a. Continuously monitoring the hosting environment; b. Developing and delivering to County monthly reports showing Service Level performance; and c. Providing County with tools to measure System and Hosting Services response time.
M&O	6.12	The Contractor will provide Service Level reports (e.g., performance metrics and system accounting information) to the designated County representatives in a format agreed to by County.
M&O	6.13	The Contractor will conduct calls as requested by County to discuss Service Level monitoring activities and related issues.

LAC DHS Housing For Health (HFH) Non-Functional Requirements Matrix Defined Terms / Acronyms

Acronym / Defined Term	Description
LAC	Los Angeles County
DHS	Department of Health Services (of Los Angeles County)
HFH	Housing For Health (a Division of DHS)
EHR	certified Electronic Health Record
Medical Background Information	medical background information is required in the application if Interim Housing is requested and is used by the Interim Housing providers
Medical Summary	The medical summary includes DHS hospital visit history and diagnosis. It is used by HFH to determine eligibility and acuity.
ICMS	Intensive Case Management Service
Leveraged ICMS	A Leverage ICMS provider is a provider that is not asking HFH for funds.
Interim Housing	Recuperative Care or Stabilization Beds
PSH	Permanent Supportive Housing
Affinity	legacy LAC EHR
ORCHID	new LAC EHR
Service Provider	general term for external service provider such as Interim Housing provider or ICMS provider
IVR	Interactive Voice Response
pdf	Portable Document Format (Adobe format)
SMS	Short Message Service (text messaging)
SSN	Social Security Number
VPN	Virtual Private Network
SLA	Service Level Agreement

Appendix A - Technical Exhibits
Exhibit 6 - Current Data Dictionary
Table of Contents

Worksheet Title	Description
<u>1. Medical Summary</u>	The Medical Summary is currently generated by DHS Nurses after reviewing DHS medical records.
<u>2. PSH Data Elements</u>	Current tracking of Permanent Supportive Housing occurs via Excel workbooks and updates to HFH's Access database. The PSH Data Elements list the fields that are used in these workbooks to track PSH.
<u>3. Values For Pre-Defined PSH Data</u>	Some of the fields in the PSH data have drop down lists available for selection. The values of those drop down lists are provided here for reference.

PLEASE NOTE:

1. Future State needs and requirements are documented in Exhibit 3 Use Cases, Exhibit 4 Functional Requirements, Exhibit 5 Non-Functional Requirements.
2. This Current Data Dictionary documents current data fields and values in addition to those documented in Exhibit 4 Functional Requirements.
3. This Current Data Dictionary is being provided to give a better understanding of HFH's business process and current data that will need to be migrated to the future solution.

LastName	FirstName	Alias	Visit History in last 5 years	Diagnosis(es)
Doe	Jannet	Jane	DHS Location(s) ER frequency Inpatient frequency Outpatient frequency	Current diagnosis(es) Historical conditions

Data Element	Description	Notes	Field Used for All Applicants or HA Applicants
Client's First Name	Client's first name	fill in	all
Client's Last Name	Client's last name	fill in	all
ICMS Agency	Your agency	drop down list	all
Date of referral to ICMS provider	Date of client referral from HFH to ICMS provider. This must be in the format mm/dd/yyyy.	date	all
HFH Client ID	HFH Client ID	fill in	all
Has valid ID	Yes, No	drop down list	all
Has SSA Card	Yes, Not eligible, In progress	drop down list	all
Social Security Number	9 Digits Max.; If unknown, use all 0's; If client does not have SS#, use all 9's	fill in	all
Has Birth Certificate	Yes, No (HACLA / HACoLA only)	drop down list	HA apps only
Income Type	SSI, GR, Employment Income, Retirement benefits, Veterans Benefits, Other, None (describe other in notes)	drop down list	all
Has proof of income	Yes, No	drop down list	all
GR	Yes, No, Application in Process, Not Eligible	drop down list	all
SSI/SSDI	Yes, No, Application in Process, Not Eligible	drop down list	all
Chronically Homeless	Yes, No	drop down list	all
Notes		fill in	all
Current Status	active/attempting to engage, active/engaged in housing placement, active/housed, inactive/unable to reach, inactive/already housed, inactive/declined to participate, inactive/need for higher level of care, inactive/other (describe other in notes)	drop down list	all
Date of ICMS assessment	Date of assessment for PSH. This must be in the format of mm/dd/yyyy.	date	all
Date of ICMS intake	Date of client's intake at referring agency (your agency). This must be in the format of mm/dd/yyyy.	date	all
Case Manager	Name of worker at the agency providing case management services (your agency)	fill in	all
Date to HACLA / HACoLA / Brilliant Corners / VA	Date application submitted to HACLA / HACoLA / Brilliant Corners / VA. This must be in the format of mm/dd/yyyy.	date	all
Rental Subsidy Type	S+C, FHSP, VASH, HACLA TBV, HACLA PBV, HACoLA TBV, HACoLA PBV, LAHSA, LAHSA/FHSP	drop down list	all
HACLA / HACoLA Client Number	Client number issued by HACLA / HACoLA to clients under the program	fill in	HA apps only
Date of Housing Authority interview	Date of HA interview. This must be in the format of mm/dd/yyyy.	date	HA apps only
Date voucher issued	Date client was issued a voucher. This must be in the format of mm/dd/yyyy.	date	HA apps only
Date of voucher expiration	TBV only. This must be in the format of mm/dd/yyyy.	date	HA apps only
Housing unit identified	Yes, No (Yes if project based)	drop down list	all

Data Element	Description	Notes	Field Used for All Applicants or HA Applicants
Date RFTA submitted	Date client submits a Request for Tenancy Approval (RFTA) to HACLA. This must be in the format of mm/dd/yyyy.	date	HA apps only
Date of inspection	Date of inspection. This must be in the format of mm/dd/yyyy.	date	all
Date inspection passed	The date the inspector approved the unit. This must be in the format of mm/dd/yyyy.	date	all
Date lease signed	Date lease was signed. This must be in the format of mm/dd/yyyy.	date	all
Date of lease start	Start date of the lease agreement. This must be in the format of mm/dd/yyyy.	date	all
Date of move in	Date client moved in (may be the same as lease start date). This must be in the format of mm/dd/yyyy.	date	all
Scattered Site or Project Based	TBV Scattered Site, FHSP Scattered Site, Alexandria, Arbor Court, Burlington, Cedar Ridge, Day Street, NSP/CRCD, Park View, Star	drop down list	all
Address and unit number		fill in	all
City, State, Zip		fill in	all
SPA	1, 2, 3, 4, 5, 6, 7, 8; To determine the SPA, see this helpful link: http://publichealth.lacounty.gov/chs/SPAMain/ServicePlanningAreas.htm	drop down list	all
Reason for move out	Eviction, voluntary surrender, moved to a higher level of care, moved in with family or friends, moved to another independent housing situation, incarcerated, died, unknown, other (describe in notes)	drop down list	all
Date of move out	Date of move out. This must be in the format of mm/dd/yyyy.	date	all
Number of Supportive Services Provided	Number of supportive services provided to clients during the quarter/reporting period	fill in	HA apps only
Types of Supportive Services Provided	Type(s) of case management service(s) provided to clients by the agency during each quarter	fill in	HA apps only
Health Insurance Type	Medi-Cal, Medicare, Medi/Medi, Private, VA, Healthy Families, Other, Unknown, None (describe other in notes)	drop down list	all
Health Insurance Provider	Health Net, LA Care, LA Care Health Plan, LA Care Plan Partners, Anthem Blue Cross, Care 1st Health Plan, Kaiser Permanente, VA, Other, Unknown, None (describe other in notes)	drop down list	all
Medical Home	Name of client's Medical Home from Medical ID card or self report	Fill in	all

Rental Subsidy Type	ICMS Agency	Health Insurance Type	Healthcare Provider	GR	SSI/SSDI
S+C	LAMP	Medi-Cal (Medicaid)	Health Net	Yes	Yes
FHSP	LAFH	Medicare	L.A. Care	No	No
VASH	PATH	Medi/Medi (Medi-Cal/Medicare)	L.A. Care Health Plan	App in progress	App in progress
HACLA TBV	HHCLA	Private	L.A. Care Plan Partners	Not eligible	Not eligible
HACLA PBV	Housing Works	VA	Anthem Blue Cross		
HACoLA TBV	SGVSP	Healthy Families	Care 1st Health Plan		
HACoIA PBV	AVCC	Other	Kaiser Permanente		
LAHSA	Pacific Clinics	Unknown	VA		
LAHSA/FHSP		None	Other		
			Unknown		
			None		

Housing Unit Identified	Reason for Move Out	Income Type	Has Valid ID	Has SSA Card	Has Birth Certificate	Has Proof of Income
Yes	Eviction	SSI	Yes	Yes	Yes	Yes
No	Voluntary surrender	GR	No	Not eligible	No	No
	Moved to a higher level of care	Employment Income		In Progress		
	Moved in with family or friends	Retirement Benefits				
	Moved to another independent housing situation	Veterans Benefits				
	Incarcerated	Other				
	Died	None				
	Unknown					
	Other					

Chronically Homeless	Scattered Site or Project Based	SPA	Current Status
Yes	Tenant Based Voucher Scattered Site	1	active/attempting to engage
No	FHSP Scattered Site	2	active/engaged in housing placement
	Alexandria	3	active/housed
	Arbor Court	4	inactive/unable to reach
	Burlington	5	inactive/already housed
	Cedar Ridge	6	inactive/declined to participate
	Day Street	7	inactive/need for higher level of care
	NSP/CRCD	8	inactive/other
	Park View		
	Star		

INFORMATION SECURITY AND DISASTER RECOVERY REQUIREMENTS

This Exhibit sets forth information security procedures to be established by Contractor before the effective date of this Agreement and maintained throughout the term of the Agreement. These procedures are in addition to the requirements of the Agreement and the Business Associate Agreement between the parties. They present a minimum standard only. However, it is Contractor's sole obligation to (i) implement appropriate measures to secure its systems and data, including Personally Identifiable Information (PII), Protected Health Information (PHI), and County Confidential Information, against internal and external threats and risks; and (ii) continuously review and revise those measures to address ongoing threats and risks. Failure to comply with the minimum standards set forth in this Exhibit will constitute a material, non-curable breach of the Agreement by Contractor, entitling County, in addition to and cumulative of all other remedies available to it at law, in equity, or under the Agreement, to immediately terminate the Agreement. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.

1. **Security Policy.** Contractor shall establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards and procedures (collectively "**Information Security Policy**"). The Information Security Policy will be communicated to all Contractor personnel and subcontractors in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks. Contractor shall make the Information Security Policy available for County review.
2. **Personnel and Contractor Protections.** Contractor shall screen and conduct background checks on all personnel contacting County Confidential Information, including Personally Identifiable Information and Protected Health Information, for potential security risks and require all employees, and subcontractors to sign an appropriate written confidentiality/non-disclosure agreement. All agreements with third parties involving access to Contractor's systems and data, including all outsourcing arrangements and maintenance and support agreements (including facilities maintenance), shall specifically address security risks, controls, and procedures for information systems. Contractor shall supply each of its personnel and subcontractors with appropriate, ongoing training regarding information security procedures, risks, and threats. Contractor shall have an established set of procedures to ensure personnel and subcontractors promptly report actual and/or suspected breaches of security.
3. **Removable Media.** Except in the context of Contractor's routine back-ups or as otherwise specifically authorized by County in writing, Contractor shall institute strict physical and logical security controls to prevent transfer of Personally Identifiable Information and Protected Health Information to any form of Removable Media. For purposes of this Exhibit, "**Removable Media**" means portable or removable hard disks, floppy disks, USB memory drives, zip disks, optical disks, CDs, DVDs, digital film, digital cameras, memory cards (e.g., Secure Digital (SD), Memory Sticks (MS), CompactFlash (CF), SmartMedia (SM), MultiMediaCard (MMC), and xD-Picture Card (xD)), magnetic tape, and all other removable data storage media.
4. **Storage, Transmission, and Destruction of Protected Health Information.** All Protected Health Information shall be rendered unusable, unreadable, or indecipherable

to unauthorized individuals in accordance with HIPAA, as amended and supplemented by the HITECH Act. Without limiting the generality of the foregoing, Contractor will encrypt all electronic Protected Health Information (stored and during transmission) in accordance with HIPAA and the HITECH Act, as implemented by the U.S. Department of Health and Human Services. If Protected Health Information is no longer required to be retained by Contractor under the Agreement and applicable law, Contractor shall destroy such PHI by (a) shredding or otherwise destroying paper, film, or other hard copy media so that the Protected Health Information cannot be read or otherwise cannot be reconstructed; and (b) clearing, purging, or destroying electronic media containing Protected Health Information consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization¹ such that the Protected Health Information cannot be retrieved. Contractor shall use secure technology to protect County Data, PII and other Confidential Information of County and the users of the System in its storage and transmission between the user and the hosting environment which shall include the following: (a) Industry standard products to protect customer data when transmitting across public networks, including 128/256-bit Secure Socket Layer (“SSL”) certificates signed by mutually agreed upon certificate authority and 168 bit Triple Data Encryption Standard (“DES”) Internet Protocol Security (“IPsec”) VPN connections; and (b) a network structure protected by redundant clustered firewalls and monitored with intrusion prevention systems. All security systems shall be from leading security industry vendors, implemented in conjunction with Contractor’s third-party security firms, and validated by Contractor’s separate third party vulnerability/penetration testing firms. The firewall logs shall be reviewed weekly and analyzed proactively by enterprise security management systems to identify security threats. The hosting environment shall be safeguarded using Network Address Translation (“NAT”), Internet Protocol (IP) masquerading, port redirection, non-routable IP addressing and ACL’s, multi-factor authentication, and management network segregation.

5. **Data Control; Media Disposal and Servicing.** Subject to and without limiting the requirements under Section 4 (Storage, Transmission and Destruction of Protected Health Information), Personally Identifiable Information, Protected Health Information, and County Confidential Information (i) may only be made available and accessible to those parties explicitly authorized under the Agreement or otherwise expressly approved by County in writing; (ii) if transferred across the Internet, any wireless network (e.g., cellular, 802.11x, or similar technology), or other public or shared networks, must be protected using appropriate encryption technology as designated or approved by County in writing; and (iii) if transferred using Removable Media (as defined above) must be sent via a bonded courier or protected using encryption technology designated or approved by County in writing. The foregoing requirements shall apply to back-up data stored by Contractor at off-site facilities. In the event any hardware, storage media, or Removable Media must be disposed of or sent off-site for servicing, Contractor shall ensure all County Confidential Information, including Personally Identifiable Information and Protected Health Information, has been cleared, purged, or scrubbed from such hardware and/or media using industry best practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization²).

6. **Hardware Return.** Upon termination or expiration of the Agreement or at any time upon County’s request, Contractor will return all hardware, if any, provided by County containing

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

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

Personally Identifiable Information, Protected Health Information, or County Confidential Information to County. The Personally Identifiable Information, Protected Health Information, and County Confidential Information shall not be removed or altered in any way. The hardware should be physically sealed and returned via a bonded courier or as otherwise directed by County. In the event the hardware containing County Confidential Information or Personally Identifiable Information is owned by Contractor or a third-party, a notarized statement, detailing the destruction method used and the data sets involved, the date of destruction, and the company or individual who performed the destruction will be sent to a designated County security representative within fifteen (15) days of termination or expiration of the Agreement or at any time upon County's request. Contractor's destruction or erasure of Personally Identifiable Information and Protected Health Information pursuant to this Section shall be in compliance with industry Best Practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization³).

7. **Physical and Environmental Security.** Contractor facilities that process Personally Identifiable Information, Protected Health Information, or County Confidential Information will be housed in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.
8. **Communications and Operational Management.** Contractor shall (i) monitor and manage all of its information processing facilities, including, without limitation, implementing operational procedures, change management and incident response procedures; and (ii) deploy adequate anti-viral software and adequate back-up facilities to ensure essential business information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures will be adequately documented and designed to protect information, computer media, and data from theft and unauthorized access.
9. **Access Control.** Contractor shall implement formal procedures to control access to its systems, services, and data, including, but not limited to, user account management procedures and the following controls:
 - a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of properly configured firewalls;
 - b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication, authorization, and event logging;
 - c. Applications will include access control to limit user access to information and application system functions; and
 - d. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Contractor shall record, review and act upon all events in accordance with incident response policies set forth below.
10. **Security Incident.** A "Security Incident" shall have the meaning given to such term in 45 C.F.R. § 164.304.

³ Available at <http://www.csrc.nist.gov>

- a. Contractor will promptly notify (but in no event more than twenty-four (24) hours after the detection of a Security Incident) the designated County security contact by telephone and subsequently via written letter of any potential or actual security attacks or Security Incidents.
 - b. The notice shall include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence. A Security Incident includes instances in which internal personnel access systems in excess of their user rights or use the systems inappropriately.
 - c. Contractor will provide a monthly report of all Security Incidents noting the actions taken. This will be provided via a written letter to the County security representative on or before the first (1st) week of each calendar month. County or its third-party designee may, but is not obligated, perform audits and security tests of Contractor's environment that may include, but are not limited to, interviews of relevant personnel, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of Personally Identifiable Information, Protected Health Information, and County Confidential Information.
 - d. In the event County desires to conduct an unannounced penetration test, County shall provide contemporaneous notice to Contractor's Vice President of Audit, or such equivalent position. Any of County's regulators shall have the same right upon request. Contractor shall provide all information reasonably requested by County in connection with any such audits and shall provide reasonable access and assistance to County or its regulators upon request. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes. County reserves the right to view, upon request, any original security reports that Contractor has undertaken on its behalf to assess Contractor's own network security. If requested, copies of these reports will be sent via bonded courier to the County security contact. Contractor will notify County of any new assessments.
11. **Contractor Self Audit.** Contractor will provide to County a summary of: (1) the results of any security audits, security reviews, or other relevant audits listed below, conducted by Contractor or a third-party; and (2) the corrective actions or modifications, if any, Contractor will implement in response to such audits.

Relevant audits conducted by Contractor as of the effective date include:

- (i) **External Audit** – Audit conducted by non-Contractor personnel, to assess Contractor's level of compliance to applicable regulations, standards, and contractual requirements.
- (ii) **Internal Audit** – Audit conducted by qualified Contractor personnel (or contracted designee) not responsible for the area of review, of Contractor organizations, operations, processes, and procedures, to assess compliance to and effectiveness of Contractor's Quality System ("**CQS**") in support of applicable regulations, standards, and requirements.

- (iii) **Supplier Audit** – Quality audit conducted by qualified Contractor personnel (or contracted designee) of product and service suppliers contracted by Contractor for internal or Contractor client use.
 - (iv) **Detailed findings**- are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above.
- b. SSAE-16 and/or ISO 27001 – As to the Hosting Services only:
- (i) Audit spans a full twelve (12) months of operation and is produced every six (6) months (end of June, end of December) to keep it “fresh.”
 - (ii) The resulting detailed report is available to County.

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

12. **Security Audits.** In addition to the audits described in Section 11 (Contractor Self Audit), during the term of this Agreement, County or its third-party designee may annually, or more frequently as agreed in writing by the parties, request a security audit of Contractor's data center and systems. The audit will take place at a time mutually agreed to by the parties, but in no event on a date more than ninety (90) days from the date of the request by County. County's request for security audit will specify the areas (e.g., Administrative, Physical and Technical) that are subject to the audit and may include but not limited to physical controls inspection, process reviews, policy reviews evidence of external and internal vulnerability scans, penetration tests results, evidence of code reviews, and evidence of system configuration and audit log reviews. County shall pay for its third-party costs associated with the audit, unless such audit is the result of a Security Incident. It is understood that summary data of the results may filtered to remove the specific information of other Contractor customers such as IP address, server names, etc. Contractor shall cooperate with County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. Any of the County's regulators shall have the same right upon request, to request an audit as described above. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.
13. **Hosting Services Security.** Contractor shall provide the Hosting Services in Statement on Standards for Attestation Engagements (“SSAE”) 16 certified facilities, or facilities of successor certification, with: (i) Access controlled through documented procedures;; (ii) 24x7x365 security and technical engineering staff; (iii) Physical access which requires government-issued picture identifications for access validation and multi-factor authentication for floor access; and (iv) video surveillance monitoring on a 24x7x365 basis. Contractor's physical cage environments shall be governed by strict Access Control Lists (“ACL”) for physical access to the environments. All data and storage cabinets shall be secured with locks, requiring proximity cards for physical access. All cage access and cabinet access shall be monitored through internal management and logging systems.
14. **Hosting Services Data Centers.** As of the effective date of the Agreement, Contractor shall have a fail-over recovery data center facility ("Secondary Data Center") in an alternate location that meets County's guidelines to be geographically dispersed. The Secondary Data Center shall not be located on the same electrical power grid or same telecommunications lines or the same floodplain, same earthquake fault zone, or tsunami

susceptible coastal region as the primary data center. Both the primary data center and the secondary data center shall reside within the United States. Contractor shall ensure the recovery site will be properly equipped with sufficient backup generators dedicated for the Contractor's use to support all Services, including, but not limited to, the Hosting Services, with the amount of fuel on-site that will enable the site to operate for seventy-two (72) hours or whatever the maximum local fuel storage regulations will allow. Contractor shall provide County with copies of Contractor's written agreements with primary and backup local fuel service providers to ensure uninterrupted replenishment of Contractor's supplies. Contractor must demonstrate to County that their local fuel suppliers are not dependent on public commercial power in order to fulfill this requirement. Contractor shall ensure that the plan and recovery processes and procedures support relocation of Hosting Services performed to the recovery site to meet the requirements of this Agreement. If the recovery facility is not permanently dedicated to recovery of services provided to County, Contractor shall provide documented procedures and agreements with any other user of the facility that such users will be preempted to provide the capacity to meet the requirements of this Agreement. Contractor shall ensure the Plan (as defined below) and recovery processes and procedures support relocation of Services to the recovery site to meet the requirements of this Agreement. The Plan and all recovery processes, policies, and facilities must be submitted to County for approval by four (4) weeks prior to the start of provision of the Hosting Services. The Plan shall be tested prior to the start of provision of the Hosting Services covered by this Agreement. Contractor shall create daily backup copies of all County Data and other work related to the Hosting Services and shall transmit (either electronically or via physical backup media) such copies to a backup facility each day such that the maximum data loss from the complete loss of the primary facility is no more than 26 hours. The backup facility must be in a secured and accessible location that is geographically dispersed from the primary facility. Contractor shall ensure that the provisions for information security, physical security, and information privacy specified in this Agreement are implemented at any alternate or backup site or storage facility and for any information transmitted between the primary site and alternate sites or storage facilities.

15. **Business Continuity Guidelines.** The following represent guidelines for Contractor's Business Continuity programs in support of County. Contractor must be able to demonstrate a viable Business Continuity and Disaster Recovery program that includes planning, testing, and reporting components which will support the Service Levels and Performance Standards. Contractor shall provide a copy of the Business Continuity and Disaster Recovery Plan ("Plan") for County review within 30 days of project initiation. Contractor must also demonstrate a process by which the overall program is maintained and kept current.

Contractor shall certify on a quarterly basis to County that: (a) all required Plan maintenance has been performed, (b) revisions to the Plan are no less protective than prior version of the Plan, (c) the Plan is up to date.

Contractor shall provide County with a copy of the Plan at the written request of County throughout the term of this Agreement and upon revision of the Plan. Contractor shall include any recovery specific addendums provided by County that may provide additional detailed specifications for recovery as appropriate to County requirements, develop action plan to mitigate risks and issues discovered during the Plan review;

The Plan shall include, but is not limited to, the following content:

- 1.1 Overall Program Description:
 - (a) Affiliate name, description, and operational location(s)
 - (b) Version Information: Current version and approval date and version history
 - (c) Most Recent Test Date
 - (d) Plan Author, Owner, and Approver
- 1.2 For each function performed on behalf of County:
 - (a) Description including location(s), both primary and backup, where work is performed as well as Service Levels and Performance Standards
 - (b) Criticality as agreed between Contractor and County
 - (c) Recovery requirements including:
 - (i) Recovery Time Objective
 - (iii) Recovery Point Objective (if applicable)
 - (iv) Recovery Capacity Objective
 - (d) Recovery capability for potential service disruptions including but not limited to:
 - (i) National and/or Regional risks such as weather hazards, political issues, geologic instability, etc.
 - (ii) Loss of primary workspace
 - (iii) Loss of supporting infrastructure – telecommunications, networks, etc.
 - (iv) Loss of critical third party contractors
 - (v) Unavailability of personnel – all potential situations including but not limited to widespread medical emergencies including pandemics
 - (e) Recovery Strategies
- 1.3 Recovery Team including roles, responsibilities, staffing, training, and awareness programs
- 1.4 Internal notification and escalation process
- 1.5 Notification and disruption management process with County and other external entities
- 1.6 Site evacuation and/or relocation strategies
- 1.7 Detailed tasks and procedures including but not limited to:
 - (a) Tasks to be performed and estimated duration
 - (b) Dependencies
 - (c) Required providers, sub-contractors, and suppliers, including contact information, access/account numbers, activation instructions and authorized personnel at Contractor who may initiate Contractor recovery activities

- 1.8 Evidence that Contractor has required and verified recovery capability of sub-providers and other parties that Contractor is dependent on to provide Services to County.
2. The Test Planning Process shall include, but is not limited to, the following content:
 - 2.1 Testing Methodology, Scope, and Objectives including but not limited to:
 - (a) Support for Plan and Agreement requirements
 - (b) Documentation of variances between test objectives and Agreement requirements (if any)
 - (c) Documentation of variances between test and actual disruption recovery processes (if any)
 - (d) Performance measurement requirements
 - (e) Success criteria
 - (f) Issue tracking, management, and resolution processes and procedures
 - (g) Involvement of external entities such as County, infrastructure providers, and third party Contractors
 - 2.2 Test Environment Setup and Execution including but not limited to:
 - (a) Environment configuration and capacities: Documentation of variances between test and production environments such as transactions, number of users, data source sizing, etc.
 - (b) Test cases and execution scripts
 - (c) Resource requirements including but not limited to: (i) technology and facility infrastructure; (ii) personnel – primary and backup staff participation; (iii) external entity involvement
 - (d) Measures to isolate production systems from possible disruption during the course of testing
3. The test reporting process shall include, but is not limited to, the following content:
 - 3.1 Testing results summary including overall success or failure of the test
 - 3.2 Testing results vs. objectives: explanation of discrepancies (if any)
 - 3.3 Listing of issues from prior tests that were confirmed as being resolved with this exercise
 - 3.4 Listing of issues identified including priority, responsible party and schedule for resolution
 - 3.5 Statement as to whether test results demonstrate ability to meet Agreement requirements should a real disruption occur
- 16) **Risk Assessment:** Contractors shall conduct an accurate and thorough assessment of the risk and vulnerabilities to the confidentiality, integrity and availability of electronic protected health held by the County consistent with NIST Special Publication 800-30 rev 1, Guide for Conducting Risk Assessment. Contractor shall document risk, review risk assessment results

and update risk assessment at least every three years or upon significant change to the system.

Acceptance Certificate

Contractor is submitting this Acceptance Certificate to the County Project Manager and the County Project Director for approval in connection with the Deliverable(s) described below. This Acceptance Certificate must be approved by the County Project Manager and the County Project Director, as evidenced by the County Project Manager’s and the County Project Director’s signature below, before Contractor can invoice County for payment in connection with the Deliverable(s) in accordance with the Agreement.

TO BE COMPLETED BY CONTRACTOR	
Deliverable Number(s):	Title of Deliverable:
Deliverable Description:	Agreement/Statement of Work Reference:
Signature:	
Submitted By:	
Phone Number:	
Email:	
Submission Date:	

COUNTY APPROVAL/ACCEPTANCE	
County Project Manager Approval	County Project Director Approval
Signature:	Signature:
Name:	Name:
Date:	Date:

Exhibit B
Pricing Schedule

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

1. Implementation Fees: \$408,000

Implementation Fees include a Holdback Amount of \$81,600

The Implementation Fees shall be invoiced in nine (9) monthly installments of \$36,266.67 in accordance with the Agreement. If Solution Start Date occurs earlier than nine (9) months after the Effective Date, Contractor shall be entitled to invoice any remaining Implementation Fees together with the Holdback Amount at the Solution Start Date in accordance with the Agreement.

2. Training Fees: \$40,000 (all inclusive)

The Training Fees shall be invoiced by Contractor upon completion of the Training Services.

3. Solution Fees:

<i>Pricing Tier for Concurrent User</i>	<i>Minimum User Count</i>	<i>Maximum User Count</i>	<i>Price per Concurrent User per Month</i>
Tier 1	1	30	\$355.50
Tier 2	31	60	\$284.42
Tier 3	61	100	\$263.08
Tier 4	101	200	\$233.17
Tier 5	201	400	\$213.25
Tier 6	401	1000	\$184.83
Tier 7	1001		\$128

At the Solution Start Date, the County shall designate the number of Concurrent Users of the Solution ("User Count") for the following six (6) months and the pricing for such Concurrent Users shall be set at the tier applicable to such User Count for the next six (6) months. Thereafter, no less than thirty (30) days before the end of each successive six (6) month period, the County shall select the desired User Count for the subsequent period of six (6) months and the pricing for each Concurrent User shall be set at the tier applicable to such User Count.

During any six (6) month period, the County may change the User Count in accordance with Sub-paragraph 4.6.3 (Additional Concurrent Users) of the Agreement provided, however, any such change to the User Count will not change the price per Concurrent User set at the beginning of the applicable six (6) month period.

The following are provided as examples only to assist in the calculation of the Solution Fees:

Example #1

At the Solution Start Date, County provides a User Count of 28 for the next six (6) months at a price per month of \$355.50. The Solution Fee for the next six (6) months shall be \$9,954.00 (28 x \$355.50) per month, pending any changes to the User Count. In the next month, County increases its User Count to 35. The price per month for each Concurrent User will remain \$355.50 per month for the remainder the of the six (6) month period.

Thirty (30) days before the conclusion of the six (6) month period, the County selects a desired User Count of 35 for the subsequent six (6) month period. The price per month for all of the 35 Concurrent Users shall be \$284.42 for the next six (6) months. Four (4) months later, the County adds 30 Concurrent Users. The price per month for such additional Concurrent Users shall be \$284.42. Thirty (30) days before the conclusion of the six-month period, the County selects a desired User Count of 65 for the subsequent period of six (6) months. The price per month for each Concurrent User will be \$263.08 for the following six (6) months. Any additions to the User Count during the six (6) month period will be at \$263.08 per Concurrent User per month.

Example #2

Thirty (30) days before the conclusion of any six (6) month period, the User Count shows the following:

User Count of 65 at the beginning of the six (6) month period at \$263.08 per month per Concurrent User

Month three of the period, County added ten (10) Concurrent Users at \$263.08 per month per Concurrent User

Month five of the period, County removed three (3) Concurrent Users and \$263.08 per month per Concurrent User is removed from the invoice

Thirty days before the end of the six (6) month period, the County selects a desired User Count of 42 for the next six (6) month period. The price per Concurrent User will be set at \$284.42 for the next six (6) months.

4. Support Fees:

Support Services shall commence upon the Solution Start Date, and shall be \$2,920.00 per month for the Agreement Term.

5. Optional Work Price Schedule:

Resource	Rate (all inclusive)	Resource Description
Project Manager	\$250/hr.	Project Managers are experts at managing scope and schedule, identifying and mitigating project risk, organizing and directing project resources and communicating project status to all key stakeholders.
Business Analyst	\$225/hr.	Business Analysts are experts at reviewing project requirements, soliciting process detail from subject matter experts, and drafting technical solution design documentation.
Implementation Engineer	\$250/hr.	Implementation Engineers are experts on the ClientTrack Toolset in the creation and configuration of forms, workflows, dashboards and ad hoc reports.
Quality Assurance	\$225/hr.	Quality Assurance Engineers are experts in reviewing solution use cases, identifying issues and usability improvements and managing the successful resolution of all open tickets.
Report Writer	\$250/hr.	Report Writers are experts in SQL and Microsoft Reporting Services, by which they create formatted, detailed, push-button reports.
ClientTrack Database Administrator	\$300/hr.	ClientTrack Database Administrators are experts on the ClientTrack platform and table schema, and in writing SQL stored procedures to automate critical processes – including the migration of legacy data and the integration of third party data sources.
Technical Writer	\$200/hr.	Technical Writers are experts in the production of technical documentation, include user manuals and administrator guides.
Trainer	\$250/hr.	Trainers are experts on the ClientTrack solution, in the creation of Training Plans, and in the effective delivery of training to system administrators and end users.

Supplemental Support Services	Rate (all inclusive)	Resource Description
Dedicated Engineering Support (8 hours/month)	\$15,330/yr.	Advanced administrative and configuration support once Solution is in production use for customer. Examples include configuration of new reports, workspaces, etc.

<p>Dedicated Account Manager</p>	<p>\$13,140/yr.</p>	<p>A ClientTrack professional who is dedicated to the ongoing relationship between ClientTrack and the customer. The Account Manager interfaces with the customer from onboarding through the entire lifecycle of System use. As the customer organization changes and grows, the Account Manager works to encourage that the customer achieves strategic goals and objectives from System use.</p>
<p>On Demand Training</p>	<p>\$6570/yr.</p>	<p>Access to an expanded library of learning content with related documentation. Each online course is designed with specific learning objectives and a set of video tutorials that can be viewed in one sitting or as learners allocate time to view each video. It also includes live instructor hours. These office hours are available to to ask a certified ClientTrack expert any question. These office hours will now be held three times each week. Learners can inquire about any topic covered in the CES library of content. Also included is access to previously recorded content and a community forum wherein learners can collaborate, ask questions, or share ideas on innovative uses of the ClientTrack platform.</p>

6. Pool Dollars: \$1,300,000

Exhibit C

INTENTIONALLY OMITTED

**REQUIRED FORMS - EXHIBIT 6
PROPOSER'S EEO CERTIFICATION**

Company Name: EccoVia Inc. dba ClientTack

Address: 545 E 4500 S # E260, Salt Lake City UT 84107

Internal Revenue Service Employer Identification Number: 87-0412185

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	<input checked="" type="checkbox"/>	<input type="checkbox"/>



Signature

Date: 11-6-2015

Name of Signer: Daniel O'Connor

Title: Chief Business Development Officer

COUNTY'S ADMINISTRATION

AGREEMENT No: H-706815

COUNTY'S PROJECT DIRECTOR:

Name: Cheri Todoroff

Title: Deputy Director, Housing for Health

Address: 238 E. 6th Street, Los Angeles CA 90014

Telephone: 213-233-5353 Facsimile: 213-482-3395

Email Address: ctodoroff@dhs.lacounty.gov

COUNTY'S PROJECT MANAGER:

Name: Corrin Buchanan

Title: Program Manager, Housing for Health

Address: 238 E. 6th Street, Los Angeles CA 90014

Telephone: 213-233-5356 Facsimile: 213-482-3395

Email Address: cbuchanan@dhs.lacounty.gov

**Notices to County shall be sent to the County's Project Director with a copy to:
following:**

Los Angeles County Department of Health Services
Health Services Administration
Attn: Director, Contracts and Grants Division
313 N. Figueroa Street, 6th Floor East
Los Angeles, California 90012

CONTRACTOR'S ADMINISTRATION

AGREEMENT No: H-706815

CONTRACTOR'S PROJECT DIRECTOR:

Name: Carrie Gott

Title: Director of Professional Services

Address: 545 E 4500 S # E260, Salt Lake City UT 84107

Telephone: 801-451-2885 x1400 Facsimile: 866-224-4506

Email Address: cgott@clienttrack.com

CONTRACTOR'S PROJECT MANAGER:

Name: Nicole Fielding

Title: Implementation Project Manager

Address: 545 E 4500 S # E260, Salt Lake City UT 84107

Telephone: 801-451-2885 x 5995 Facsimile: 866-224-4506

Email Address: nfielding@clienttrack.com

Notices to Contractor shall be sent to the Contractor's Project Director.

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Agreement until County receives this executed document.)

Contractor Name Client Track Inc Agreement No. H-706815

Employee Name Ashok Atmakur

GENERAL INFORMATION:

Your employer referenced above has entered into an Agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Agreement is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Agreement between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

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

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this Agreement or termination of my employment with my employer, whichever occurs first.

SIGNATURE: # # #

DATE: 01 / 18 / 2016

PRINTED NAME: ASHOK ATMAKUR

POSITION: IMPLEMENTATION ENGINEER

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Agreement until County receives this executed document.)

Contractor Name ClientTrack Agreement No. H-706815

Employee Name Nicole Fielding

GENERAL INFORMATION:

Your employer referenced above has entered into an Agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

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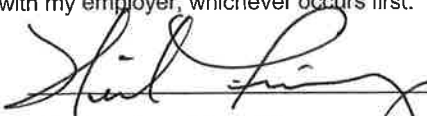
CONFIDENTIALITY AGREEMENT:

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I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Agreement between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

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

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this Agreement or termination of my employment with my employer, whichever occurs first.

SIGNATURE: 

DATE: 01/18/2014

PRINTED NAME: Nicole Fielding

POSITION: Project Manager

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Agreement until County receives this executed document.)

Contractor Name Client Track Agreement No. H-706815

Employee Name Andrew Husakee

GENERAL INFORMATION:

Your employer referenced above has entered into an Agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Agreement is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

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

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this Agreement or termination of my employment with my employer, whichever occurs first.

SIGNATURE: [Signature]
PRINTED NAME: Andrew Husakee
POSITION: Business Analyst

DATE: 1.19.16

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

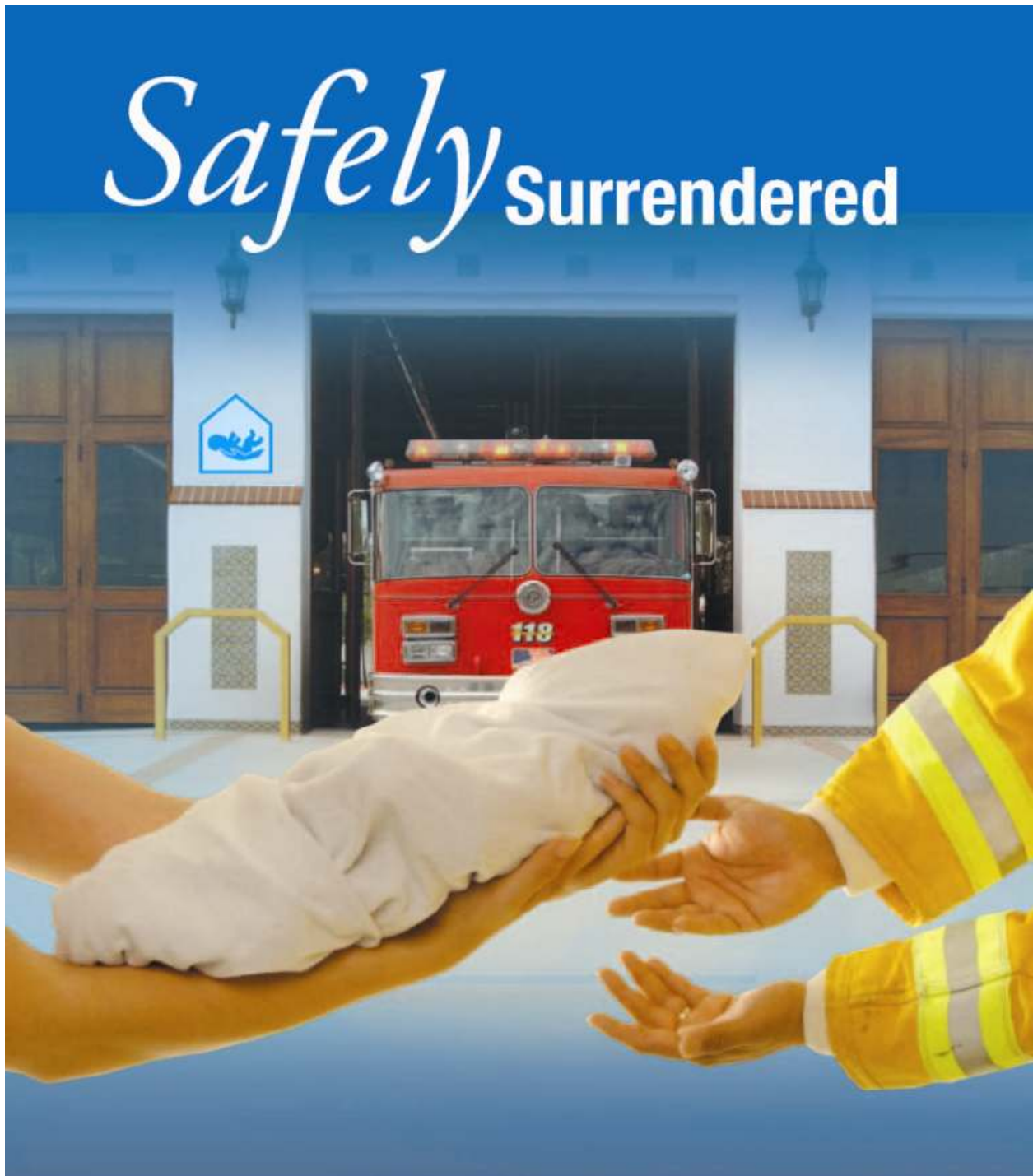
- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002).




Safely Surrendered

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

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In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

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Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés Sin Peligro

Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafea.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



EXHIBIT J
INTENTIONALLY OMITTED

EXHIBIT K
INTENTIONALLY OMITTED

EXHIBIT L
INTENTIONALLY OMITTED

EXHIBIT M
INTENTIONALLY OMITTED

BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.

- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 162.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.

3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.

3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.

4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.

5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

- 5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.
- 5.1.3 Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.
- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.
- 5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:
- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
 - (b) The number of Individuals whose Protected Health Information is involved;
 - (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
 - (d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach

Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure

of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **Chief HIPAA Privacy Officer at: Chief HIPAA Privacy Officer, Kenneth Hahn Hall of Administration, 500 West Temple Street, Suite 525, Los Angeles, California 90012, HIPAA@auditor.lacounty.gov**, that includes, to the extent possible:

- (e) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (f) The number of Individuals whose Protected Health Information is involved;
- (g) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (h) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (i) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (j) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- (k) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (l) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.2 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

- 5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.
- 5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.
- 5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

- 6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.
- 6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.
- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.
- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return

to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.

- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.
- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
- 9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:
- (a) The date of the Disclosure;
 - (b) The name, and address if known, of the entity or person who received the Protected Health Information;
 - (c) A brief description of the Protected Health Information Disclosed; and
 - (d) A brief statement of the purpose of the Disclosure.
- 9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.
- 9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity,

information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

- 9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

- 10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).
- 10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

- 11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.
- 11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

- 12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION TO INDIVIDUALS

- 13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by

Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
- (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
- (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
- (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.

13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. INDEMNIFICATION

- 14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.
- 14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF COVERED ENTITY

- 15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.
- 15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. TERM

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

- 17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.
- 17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.
- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration

or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.

- 18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.
- 18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.
- 18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

- 19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.
- 19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.
- 19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.

- 19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.
- 19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work

Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.