ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

62   September 12, 2023

CELIA ZAVALA
EXECUTIVE OFFICER

COUNTY OF LOS ANGELES
Public Health

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

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

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

313 North Figueroa Street, Suite 806
Los Angeles, CA 90012
TEL (213) 288-8117 • FAX (213) 975-1273

www.publichealth.lacounty.gov

BOARD OF SUPERVISORS

Hilda L. Solis
First District
Holly J. Mitchell
Second District
Lindsey P. Horvath
Third District
Janice Hahn
Fourth District
Kathryn Barger
Fifth District

September 12, 2023

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:

**REQUEST APPROVAL OF AN APPROPRIATION ADJUSTMENT AND APPROVAL
OF SOLE SOURCE AMENDMENT NUMBER 11 TO AGREEMENT NUMBER PH-002200
WITH ACCELA, INC. TO UPGRADE ENVIRONMENTAL HEALTH PERMIT
AND INSPECTION MANAGEMENT SYSTEM
(ALL SUPERVISORIAL DISTRICTS) (4 VOTES)**

SUBJECT

Request your Board's approval of an appropriation adjustment and approval to execute a sole source amendment to Agreement PH-002200 with Accela, Inc. to upgrade software, maintenance, support, and hosting services for the Department of Public Health's Environmental Health Permit and Inspection Management System.

IT IS RECOMMENDED THAT THE BOARD:

1) Approve and instruct the Director of Department of Public Health (Public Health), or designee, to execute sole source Amendment No. 11 to Agreement Number PH-002200 (Agreement), substantially similar to Exhibit I, with Accela, Inc. (Accela) to: (a) upgrade, implement and maintain the Environmental Health Permit and Inspection Management System (EHPIMS) software to Accela's Civic Application for Environmental Health (Accela Environmental Health); and (b) extend the term through November 30, 2028, with no optional terms, for a total maximum obligation of $9,333,086 for this Amendment No. 11. The cost of this project is funded by the Chief Executive Office's (CEO) IT Legacy Modernization Fund and the Environmental Health Trust Fund.

2) Delegate authority to the Director of Public Health, or designee, to execute Amendments to the Agreement in order to: (1) add and/or update standard County of Los Angeles (County) contract

provisions as required by the Board or the County's CEO; (2) acquire additional software functionality, associated maintenance, implementation changes, or other additional professional services related to the upgraded EHPIMS in the form of optional work by Change Orders or Amendments using $848,462 in pool dollars allocated during the term of the Agreement added by Amendment No. 11, subject to review and approval as to form by County Counsel.

3) Delegate authority to the Director of Public Health, or designee, to issue written notice(s) for partial or total termination of the contract for convenience without further notice to your Board; subject to review and approval as to form by County Counsel.

4) Approve and authorize the attached Public Health Appropriation Adjustment (Attachment A) to transfer $2,126,000 from the Committed IT Enhancements, commonly known as the County's Legacy System Modernization Fund, in one-time funding to Department of Public Health to implement the EHPIMS upgrade. This includes $1,933,000 for professional services for project implementation and $193,000 in pool fund dollars during implementation.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The existing agreement with Accela is for the licensed use, support, and maintenance of the EHPIMS system as part of EnvisionConnect. The current solution used by Environmental Health Division (EH) is not cloud based, but hosted by the Contractor on third party hardware servers. It is now necessary to upgrade from the Accela EnvisionConnect software to the cloud-based Software as a Service (SaaS) solution commercially known as Accela Civic Platform because Accela will no longer be providing enhancements or upgrades to its legacy EnvisionConnect offering for EHPIMS. To continue capturing, tracking, and reporting accurate and sufficient inspection data, and to ensure that regulated businesses are in compliance with current federal, state, and local regulations, EH must transition to the Accela Civic Platform that is updated regularly and can be expanded to accommodate new service activities and the collection of new data types.

Accela is the sole proprietor and owner of EnvisionConnect and the only vendor that can provide development, maintenance, and technical support for all Accela software products and subscription services. To leverage Accela's software capabilities and ensure that maximum benefits of the software are realized, EH will utilize Accela Environmental Health. EH's proposed inclusion in the Accela Environmental Health is necessary since EH seeks to enhance its legacy EnvisionConnect system. The sole source amendment with Accela for Accela Environmental Health will allow for continuation of services, enable expansion of system capabilities, and provide modernization to improve the breadth and efficiency of core Departmental operations.

Enhancements will include built-in live reporting dashboards, automated workflows and notifications (currently most workflows are manual), integrated electronic plan review, a unified public portal, mobile workforce access to real-time data, and bulk handling of code enforcement cases and collections. This enhancement will improve internal productivity and improve service delivery of everyday operations, as well as allow for nimble responses to rapidly evolving health order needs.

The current legacy version of the Accela system has been extensively customized over the years to the County's unique specifications and those customizations are seamlessly transitioned in the EHPIMS upgrade to Accela Environmental Health, avoiding a learning curve and unexpected downtime that would typically occur if a brand new inspection and permitting system were to be implemented.

EH's migration onto the Accela Environmental Health will modernize and increase the overall effectiveness and efficiency of EH's business functions governed by Los Angeles County Code by leveraging enhanced functionality.

The proposed sole source amendment with Accela will include the following benefits for the County:

1. Utilize a cloud based, web browser system that will provide updated information to inspectors and office staff in real time.
2. Eliminate work hours associated with performing daily inspection data uploads thereby significantly reducing time/cost.
3. Enable compatibility with more cost-effective devices.
4. Allow flexibility to design custom workflows to fit current and future business needs.
5. Allow EH greater data collection capability through the availability of unlimited number of fields and tables for customization.
6. Provide a robust customer self-service portal that will allow the public to create and access their accounts directly, and access a variety of EH services, including submitting applications, updating their records, making payments, viewing reports, and requesting services.
7. Support the development of essential interfaces between County agencies.
8. Allow configuration for specified data to be purged on a regular basis consistent with current County retention policies.
9. Provide a dedicated server for running reports and data analytics.
10. Allow comprehensive invoicing of owner-associated permits on one billing statement - eliminating the issuance of multiple invoices and excess expense on postage fees - as well as enabling concurrent payment processing.
11. Support complex security role administration.
12. Enable County users to interact with data via live dashboards facilitating business decisions in real time.

To ensure continuation of services without disruption, it is in the best interest of the County to amend the agreement to upgrade software with Accela.

Implementation of Strategic Plan Goals

The recommended actions support County's Strategic Plan, Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability to modernize and increase the overall effectiveness and efficiency of EH's business functions.

FISCAL IMPACT/FINANCING

The total cost for Amendment 11 is $9.333 million and will span from fiscal year (FY) 2023-24 through FY 2027-28. The total system cost will be funded by various sources, including existing funding for EnvisionConnect ($3.540 million), the CEO IT Legacy Modernization Fund ($2.126 million), and the remaining portion will be covered by EH fees collected annually, as well as fees in the EH Trust Fund. Environmental Health services are regulatory activities that are primarily offset by the collection of fees for licenses, permits and services, as allowable by State law. Public Health is currently pursuing a rate increase that will help offset the rising cost of providing EH inspection and investigation activities. At this time, there are sufficient funds in the EH Trust Fund to help offset the annual cost of providing services for that portion of cost that is not fully funded by annual collections (for at least a few additional fiscal years), including the EH IT system upgrades, with the assumption

that the forthcoming rate increases are approved by the Board.

An appropriation adjustment for a one-time transfer of $2.126 million from the CEO IT Legacy Modernization Fund will increase Public Health's FY 2023-24 Services and Supplies to support the system cost. There will be no additional net County cost resulting from this action.

Funding for this amendment is included in Public Health's budget for FY 2023-24 and will be included in future FYs, as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On August 23, 2012, Public Health entered into Agreement No. PH-002200 with Decade Software Company, LLC (Decade) for implementation of an EHPIMS software solution. At that time, Public Health purchased licenses from Decade and requested them to (a) configure and install the EHPIMS software solution, known as EnvisionConnect; (b) perform certain customizations to the EHPIMS software solution necessary to meet the County's functional, technical and business requirements; (c) create certain interfaces between the EHPIMS software solution and other County systems and the County's electronic commerce payment processing vendor; and (d) host, maintain and support the EHPIMS software solution.

On May 30, 2015, Public Health executed Amendment Number Four with Accela and Decade to reflect full assignment of Agreement No. PH-02200 from Decade to Accela, who acquired Decade, and to extend the date by which the Contractor was required to achieve system acceptance. EHPIMS has since been implemented into the current EnvisionConnect software system for EH. Amendments Number 5 through 10 extended the term and/or increased the maximum contract sum and updated standard contract provisions and/or exhibits.

The current Agreement continues to have all the terms and conditions in compliance with the Board's ordinances, policies, and programs including, but not limited to, Compliance with the County's Zero Tolerance Human Trafficking Policy, Time Off for Voting, Consideration of Hiring Greater Avenues for Independence/General Opportunities for Work Program Participants, Contractor Responsibility and Debarment, Compliance with Jury Service Program, Safely Surrendered Baby Law, County's Child Support Compliance Program, County's Defaulted Property Tax Reduction Program, and Termination for Convenience and Termination for Default. With respect to Termination for Convenience, it has been slightly amended to allow for termination for convenience after 3 years of the additional term, given the labor and cost investment incurred by Public Health and Accela to implement the upgrade to the new cloud-based SaaS platform.

Accela will continue to provide all required levels of insurance, including for professional liability/errors and omissions, and will also provide $10 million in cyber liability insurance. Amendment 11 includes terms and conditions appropriate for a SaaS solution. The Agreement continues to contain applicable information technology and software provisions to protect the County in the event of Accela's deficient performance and/or breach of warranties, including assessment of late delivery credits, and termination for default. Public Health has also included service credits in the service level requirements, which will be applied to the subscription fees for unscheduled downtime, as described in Amendment 11.

Further, as typical in information system agreements where the SaaS solution will be configured to meet the County's business requirements, the County will withhold 10 percent of the contract amount due for each deliverable covered under Amendment 11 until such time that final system acceptance

is achieved by Accela. Finally, as is typical with many County information technology and software agreements, Public Health was able to come to agreement with Accela on a limitation of liability cap for both parties in the amount of three times the amounts paid by County in the prior year. CEO Risk Management was consulted regarding the limitation of liability cap, and deferred to Public Health on business acceptance of the limitation of liability cap. Given EHPIMS has been used by the County for many years without incident, the Contractor has successfully performed for the County for many years without incident, and the EHPIMS will be upgraded to an existing SaaS solution already used by many entities in the public sector, this limitation of liability is reasonable.

As required under Board Policy 5.100 (Sole Source Contracts), your Board was notified on February 22, 2022 of Public Health's intent to amend Agreement with Accela on a sole source basis.

County Counsel has reviewed and approved the proposed Amendment 11, Exhibit I, as to form.

In compliance with Board Policy 6.020 "Chief Information Office Board Letter Approval," the Office of the Chief Information Officer (OCIO) reviewed the information technology components of this request and recommends approval. In lieu of a formal written CIO Analysis, the OCIO worked closely with Public Health to develop the Business Case that was submitted to the Information Technology Investment Board for Legacy Modernization funding.

Attachment A is the appropriation adjustment which reflects the request for a one-time transfer adjustment of $2.126 million from the obligated fund balance Committed for IT Enhancements to partially fund the EHPIMS upgrade that carries a total cost of $9.333 million. The remaining $7.206 million will be covered by environmental health fees for services and by the EH Trust Fund.

Attachment B is the sole source checklist signed by the CEO.

CONTRACTING PROCESS

In September 2011, Public Health released a Request for Proposals to replace the existing EHPIMS which resulted in Decade being recommended for a contract. On August 21, 2012, your Board approved execution of a contract with Decade.

On February 22, 2022, Public Health notified your Board that it intended to request your approval and begin contract negotiations with Accela for an amendment to extend the term of contract PH-002200 and upgrade the EHPIMS system.

Subsequently, Public Health is recommending execution of sole source Amendment 11 with Accela to upgrade from the Accela EnvisionConnect software to the cloud based Accela Environmental Health SaaS solution.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow Public Health's EH to dramatically improve productivity and enhance communication interaction with licensees, permittees, and applicants. The expectation is that current services will be significantly improved with streamlined work processes and data flows.

Respectfully submitted,

Peter Loo

Acting Chief Information Officer

Barbara Ferrer, PhD, MPH, MEd

Director

BF:bf

Enclosures

c: Chief Executive Officer
     County Counsel
     Executive Officer, Board of Supervisors
     Treasurer and Tax Collector

BA FORM 10142022

July 26, 2023

COUNTY OF LOS ANGELES
REQUEST FOR APPROPRIATION ADJUSTMENT
DEPARTMENT OF PUBLIC HEALTH

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HER RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFORE
FY 2023-24
4 - VOTES

SOURCES		USES	
GENERAL FUND		**PUBLIC HEALTH**	
A01-3052		A01-PH-2000-24500	
COMMITTED FOR IT ENHANCEMENTS		SERVICES & SUPPLIES	
DECREASE OBLIGATED FUND BALANCE	**2,126,000**	**INCREASE APPROPRIATION**	**2,126,000**
SOURCES TOTAL	$ 2,126,000	USES TOTAL	$ 2,126,000

JUSTIFICATION

Reflects the cancelation of obligated fund balance Committed for IT Enhancements to partially fund Environmental Health Permit and Inspection Management System (EHPIMS) upgrade that carries a total cost of $9.333 million. The remaining cost of $7.206 million will be covered by environmental health fees for services and trust fund.

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES
62 September 12, 2023

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

Celia Zavala
CELIA ZAVALA
EXECUTIVE OFFICER

Claudia Valenzuela   Digitally signed by Claudia Valenzuela
Date: 2023.08.28 16:47:19 -07'00'

AUTHORIZED SIGNATURE   Claudia Valenzuela, Budget Officer

REFERRED TO THE CHIEF EXECUTIVE OFFICER FOR---	☐ ACTION	☑ APPROVED AS REQUESTED	
	☑ RECOMMENDATION	☐ APPROVED AS REVISED	
AUDITOR-CONTROLLER	BY Lan Sam Digitally signed by Lan Sam Date: 2023.08.28 17:12:56 -07'00'	CHIEF EXECUTIVE OFFICER	BY Erika Bonilla Digitally signed by Erika Bonilla Date: 2023.08.29 10:39:14 -07'00'
B.A. NO. 021	DATE 8/28/23		DATE 8/29/23

SOLE SOURCE CHECKLIST

Department Name: _____

☐ New Sole Source Contract

Accela, Inc.

☐ Sole Source Amendment to Existing Contract
Date Existing Contract First Approved: _____

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

Erika Bonilla
_____ _____
Chief Executive Office   Date

EXHIBIT I

AMENDMENT NUMBER ELEVEN

TO
AGREEMENT NO. PH-002200
FOR
ENVIRONMENTAL HEALTH PERMIT AND INSPECTION MANAGEMENT SYSTEM AND
RELATED SERVICES

This Amendment Number Eleven (together with all exhibits, attachments, and schedules hereto, if any, "Amendment No.11") is entered into by and between the County of Los Angeles ("County") and Accela, Inc. ("Contractor"), effective as of _____, based on the following recitals:

1.   Whereas, County and Decade Software Company, LLC ("Decade") entered into Agreement No. PH-002200 for Environmental Health Permit and Inspection Management System ("EHPIMS") and Related Services, dated as of August 23, 2012 (together with all exhibits, attachments, and schedules thereto, the "Agreement"), where Decade provided to County its proprietary commercial off-the-shelf (COTS) software known as the "EnvisionConnect" for the EHPIMS.

2.   Whereas, County and Decade, pursuant to Amendment No. 1 on September 1, 2013, and as provided for in Paragraph 6.3 (Amendments) of the Agreement, amended the Agreement to make changes, including to extend the date by which Decade was required to achieve System Acceptance for EHPIMS for Phase 1 from September 1, 2013 to December 31, 2013.

3.   Whereas, County and Decade, pursuant to Amendment No. 2 on September 23, 2013, revised the Business Associate Provisions Under the Health Insurance Portability and Accountability Act.

4.   Whereas, County and Decade, pursuant to Amendment No. 3 on February 24, 2014, and as provided for in Paragraph 6.3 (Amendments) of the Agreement, amended the Agreement to make changes necessary to extend the date by which Decade was required to achieve System Acceptance for EHPIMS for Phase 2A, Phase 2B and Phase 3, to June 30, 2014, June 30, 2015 and December 31, 2014, respectively.

5.   Whereas, County and Contractor, pursuant to Amendment No. 4 on May 15, 2015, and as provided for in Paragraph 6.3 (Amendments) of the Agreement, amended the Agreement to make changes to permit the assignment of the Agreement from Decade to Accela, Inc. (Accela), extend the date by which Contractor is required to achieve System Acceptance for EHPIMS for Phase 2B from June 30, 2015 to December 30, 2015, update Attachment A.2 (Contractor's Administration), and to add additional Board policies that have been adopted since the last amendment to this agreement.

6.   Whereas, County and Contractor, pursuant to Amendment No. 5, and as provided for in Paragraph 6.3 (Amendments) of the Agreement, amended the Agreement to (a) make changes necessary to extend the date by which Contractor was required to achieve System Acceptance for EHPIMS for Phase 2B from December 30, 2015 to December 30, 2016, and (b) to replace Table 11: Phase 2B Data Conversion included as Attachment B3 (Phasing Profile).

7.   Whereas, County and Contractor, pursuant to Amendment No. 6, and as provided for in Paragraph 6.3 (Amendments) of the Agreement, amended the Agreement to (a) make changes

necessary to extend the date by which Contractor is required to achieve System Acceptance for EHPIMS for Phase 2B from December 30, 2016 to June 30, 2017, and (b) to update Attachment A.2 (Contractor's Administration).

8. Whereas, County and Contractor, pursuant to Amendment No. 7, and as provided for in Paragraph 6.3 (Amendments) of the Agreement, amended the Agreement to (a) extend the term of the Agreement for two (2) additional 1-year terms from August 22, 2019 to August 21, 2021, at a maximum contract sum of $708,000 per term, (b) to update Attachments A.1 (County's Administration) and A.2 (Contractor's Administration), and (c) to update Exhibit D (Price and Schedule of Payments), Summary of Schedules, and Schedule B (Price for Hosting and Maintenance & Support) with Option Years.

9. Whereas, County and Contractor, pursuant to Amendment No. 8, and as provided for in Paragraph 6.3 (Amendments) of the Agreement, amended the Agreement to (a) extend the term of the Agreement for one (1) additional 1-year term from August 22, 2021 to August 21, 2022, at a maximum contract sum of $708,000 (b) to update Attachment A.1 (County's Administration) (c) to update Exhibit D (Price and Schedule of Payments), Summary of Schedules, and (d) to update Schedule B (Price for Hosting and Maintenance and Support) with Option Years.

10. Whereas, County and Contractor, pursuant to Amendment No. 9, and as provided for in Paragraph 6.3 (Amendments) of the Agreement, amended the Agreement to (a) extend the term of the Agreement for one (1) additional 1-year term from August 22, 2022 to August 21, 2023, at a maximum contract sum of $708,000 (b) to update Attachment A.1 (County's Administration); (c) to update Exhibit D (Price and Schedule of Payments), Summary of Schedules and Schedule B.1 (Price for Hosting and Maintenance & Support) with Option Years; and (d) to add additional Board policies that have been adopted since the last amendment to this agreement.

11. Whereas, County and Contractor, pursuant to Amendment No. 10, and as provided for in Paragraph 6.3 (Amendments) of the Agreement, amended the Agreement to (a) extend the term of the Agreement for one (1) additional 1-year term from August 22, 2023 to August 21, 2024, at a maximum contract sum of $708,000; and (b) update Exhibit D (Price and Schedule of Payments), Summary of Schedules and Schedule B.3 (Price for Hosting and Maintenance & Support).

12. Whereas, County and Contractor, pursuant to this Amendment No. 11, and as provided for in Paragraph 6.3 (Amendments) of the Agreement, wishes to amend the Agreement to: **(a)** extend the term of the Agreement through November 30, 2028, at a maximum contract sum of $9,333,086; **(b)** update Attachment A.1 (County's Administration) and Attachment A.2 (Contractor's Administration) and add Attachment A.3 (Information Security & Privacy); **(c)** add Exhibit B-1 (Statement of Work EHPIMS Upgrade to Accela Environmental Health) to (1) reflect upgrade of EHPIMS which currently uses EnvisionConnect to the cloud-based Accela Environmental Health by provisioning the Software as a Service (SaaS)environment and migration; (2) completing the professional services; and (3) continuing to provide Maintenance and Support Services for the EHPIMS; **(d)** add Exhibit C-1 (Functional and Technical Requirements for EHPIMS Upgrade to Accela Environmental Health); **(e)** add Exhibit C-2 (Interface Specifications for EHPIMS Upgrade to Accela Environmental Health); **(f)** update Exhibit D (Price and Schedule of Payments) and add Schedule G (Pricing Schedule for EHPIMS Upgrade to Accela Environmental Health); **(g)** replace Exhibit E (Business Associate Under the Health

Insurance Portability and Accountability Act of 1996 (HIPAA); and **(h)** add contract provisions and exhibits/attachments specific to the EHPIMS upgrade to Accela Environmental Health.

13. Whereas, County and Contractor intend to amend the Agreement to reflect that, in connection with the Work described in the immediately preceding recital, the EHPIMS that Contractor is providing to County pursuant to this Agreement, is Contractor's Core Application known as "Accela Environmental Health".

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment No. 11, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, County and Contractor hereby agree as follows:

1. Capitalized Terms; Paragraph References. Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the Agreement. Unless otherwise noted, paragraph references in this Amendment No. 11 refer to paragraphs in the Agreement, as amended by this Amendment No. 11.

2. Amendment to Agreement Exhibits/Attachments. Attachment A.1 (County's Administration); Attachment A.2 (Contractor Administration); Exhibit D (Price and Schedule of Payments, Summary of Schedules); and Exhibit E (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), are hereby updated and replaced in their entirety, which are attached hereto and incorporated by this reference.

The following Exhibits/Attachments, attached hereto and incorporated by reference, are being added to the Agreement:

- Attachment A.3, Information Security and Privacy

- Exhibit B-1, Statement of Work for EHPIMS upgrade to Accela Environmental Health

- Attachment B-1.1, Services Level Requirements for EHPIMS Upgrade to Accela Environmental Health

- Exhibit C-1, Functional and Technical Requirements

- Exhibit C-2, Interface Specifications

- Exhibit D, Schedule G, Price and Schedule of Payments for EHPIMS Upgrade to Accela Environmental Health

3. Paragraph 1.2, Interpretation, is deleted in its entirety and replaced as follows:

"1.2 Interpretation. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility or schedule, or in the contents or description of any Task, Subtask, Deliverable, good, service, or other Work, or otherwise between this Base Agreement and the Exhibits or Attachments, such conflict or inconsistency shall be resolved by giving precedence first to this Base Agreement, and then to the Exhibits and Attachments according to the following priority:

Attachment C.1H   Common Directives for Violations in Retail Food

Attachment C.1I   Toxic Epi Forms and Reports

Appendix C.2   Technical Requirements

Attachment C.2A   County Web Site Content Guide

Attachment C.2B   Link2Gov Interface Specifications

Attachment C.2C   County EMC Documentum Standards

Attachment C.2D   WAUSAU and CORE Interface Specifications

Attachment C.2E   Agricultural Lab Field

Appendix C.3   Security Requirements

Appendix C.4   Minimum System Requirements

Exhibit C-1   Functional and Technical Requirements for EHPIMS Upgrade to Accela Environmental Health

Exhibit C-2   Interface Specifications for EHPIMS Upgrade to Accela Environmental Health

Exhibit D   Price and Schedule of Payments

Exhibit E   Business Associate Agreement Under the Health Insurance Portability & Accountability Act of 1996 (HIPAA)

Exhibit F   Invoice Discrepancy Report

Exhibit G   Contractor's EEO Certification

Exhibit H   Acknowledgement, Confidentiality and Assignment Agreement

Exhibit I   Task / Deliverable Summary Review Form

Exhibit J   Safely Surrendered Baby Law

Exhibit K   Jury Service Ordinance

Exhibit L   Source Code Escrow Agreement

Exhibit M   Glossary

Exhibit N   County Request for Proposals [Incorporated by Reference]

Exhibit O   Contractor's Proposal [Incorporated by Reference]"

4. Paragraph 2.0, <u>Definitions</u>, is amended (i) to delete the defined terms in their entirety for "Core Application" and "Hosting Fees", and replace them in their entirety as follows below, and (ii) to add new terms "Subscription Fees", "Subscription Period", "Subscription Services", "Phase 4" and "Phase 5" as follows:

"<u>Core Application</u>" for Phase 4 and Phase 5 means Contractor's proprietary commercial SaaS solution known as "Accela Environmental Health" including all components and Documentation, provided by Contractor under this Agreement as described in the Statement of Work, the System Requirements and other Specifications. The Core Application is and shall become a component of the System Software.

"<u>Hosting Fees</u>" means, with respect to each Phase 1-3, the fees to be paid by County to Contractor in exchange for Contractor's performance of Hosting Services, each case, in accordance with this Agreement. The Hosting Fees for each Phase 1-3 are set forth on Exhibit D (Price and Schedule of Payments).

"<u>Subscription Fees</u>" means, with respect to each Phase 4-5, the fees to be paid by County to Contractor in exchange for Contractor's delivery of Subscription Services, each case, in accordance with this Agreement. The Subscription Fees for each Phase 4-5 are set forth on Exhibit D (Price and Schedule of Payments), and shall start no earlier than upon completion of Task 12 – Phase 4 Implementation in the Statement of Work.

"<u>Subscription Period</u>" means the duration of County's authorized use of the Subscription Services as designated in the Order, which shall not have terms and conditions that conflict with or is additional to this Agreement.

"<u>Subscription Services</u>" means the System, which includes the Accela System Software, Core Application and associated hosting services, and Support Services during Phase 4 and Phase 5, to which County may license and access in accordance with the terms in this Agreement and shall start no earlier than upon completion of Task 12-Phase 4 Implementation in the Statement of Work.

"<u>Phase</u>" means all Work described in the Statement of Work shall be provided by Contractor in accordance with (each a "<u>Phase</u>") the Statement of Work.

"<u>Phase 4</u>" has the meaning set forth in the Statement of Work.

"<u>Phase 5</u>" has the meaning set forth in the Statement of Work.

5. Paragraph 7.1, <u>Definition of Term</u>, is deleted in its entirety and is replaced as follows:

"7.1 Definition of Term

As of this Amendment 11, the Term of this Agreement shall commence upon the Effective Date and shall continue through November 30, 2028, unless terminated earlier in whole or in part, as provided in this Agreement. As used herein, the word "Term " shall include the Initial Term, additional twelve (12) month terms (each an "Option Term") previously exercised by the County, and extensions by the various amendments.

6.   Paragraph 8.2.1, <u>Maximum Contract Sum</u>, is deleted in its entirety and is replaced as follows:

"8.2.1 The "<u>Maximum Contract Sum</u>" under this Agreement, including Pool Dollars and all applicable Taxes, is $_____18,663,933.66_____ and is allocated as set forth on Exhibit D (Price and Schedule of Payments, Summary of Schedules). The Maximum Contract Sum shall be the total monetary amount payable by County to Contractor for supplying all the Tasks, Subtasks, Deliverables, goods, services and other Work provided by Contractor under this Agreement during all terms as set forth on Exhibit D (Price and Schedule of Payments, Summary of Schedules). Contractor shall perform and complete all Work required of Contractor by this Agreement during the all terms in exchange for the amounts to be paid to Contractor as set forth in this Agreement, but in any event, not in excess of the Maximum Contract Sum. As of Amendment 11, ($___9,333,086.40_____) of the total Maximum Contract Sum is allocated for the Work provided in Amendment 11, as set forth in Schedule G of Exhibit D."

7.   Paragraph 10.4, <u>Holdbacks</u>, is deleted in its entirety and is replaced as follows:

10.4 The "<u>Holdbacks</u>" under this Agreement, except for invoices for Maintenance Fees and Hosting Fees, County will hold back twenty percent (20%) of the dollar amount of each invoice ("<u>Holdback Amount</u>"), approved by County, including invoices for Change Notices and Amendments. As of Amendment 11, however, the Holdback will be ten percent (10%) except for invoices for Subscription Fees. Other than for Change Notices or Amendments that the parties intend will be completed after System Acceptance for all Phases, for Phase 1 and each applicable Optional Phase, fifty percent (50%) of the aggregate Holdback Amount will be due and payable to Contractor following the applicable System Acceptance, and the remaining fifty percent (50%) of the aggregate Holdback Amount will be due and payable to Contactor for Phases 4 and 5 sixty days (60) later. As to each Change Notice and Amendment that are to be completed after System Acceptance for all Phases, the aggregate Holdback Amount for such Change Notice or Amendment will be due and payable to Contractor upon County's written approval of all Work provided under such Change Notice or Amendment.

8.   Paragraph 6.1, Termination for Convenience, in Exhibit A (Additional Terms and Conditions) of the Agreement is deleted in its entirety and replaced as follows:

"**6.1 Termination for Convenience.**

The Agreement may be terminated, in whole or in part from time to time, by County in its sole discretion for any reason, but not sooner than after three (3) years of the Term of this Agreement covered by Amendment 11. Termination of Work hereunder shall be effected by delivery to Contractor of a notice of termination specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) days after notice.

9.   Paragraph 9, <u>Indemnification</u>, in Exhibit A (Additional Terms and Conditions) of the Agreement is deleted in its entirety and replaced as follows:

"9.0 <u>INDEMNIFICATION</u>

Contractor shall indemnify, defend, and hold harmless County, its Special Districts, and their elected and appointed officers, employees, and agents (the "County Indemnitees") from and against any and all liability (alleged or actual) for third party claims, including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting, attorney and other professional fees) to the extent arising from, connected with, or related to Contractor's, Contractor's agents', employees', officers', directors', or shareholders' acts, errors or omissions that results in personal injury, death or tangible property damage. Notwithstanding the foregoing, in no event shall Contractor be responsible for indemnifying and defending County for third party claims arising solely out of the negligence of any County Indemnitee or arising from or related solely to County's employment, scheduling or personnel decisions that results in personal injury, death or tangible property damage. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 9.0 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County in writing, which approval shall not be unreasonably withheld, conditioned, or delayed. Contractor shall not, however, without County's prior written approval, accept any settlement, or enter a plea of guilty or nolo contendere, to any charge or claim that results in other than a monetary judgment against County Indemnitees, which monetary judgment shall not exceed Contractor's ability to pay and which shall be paid by Contractor."

10. Paragraph 13.15.5, <u>Cyber Liability Insurance</u>, is hereby added to Exhibit A (Additional Terms and Conditions) of the Agreement as follows:

"13.15.5 CYBER LIABILITY INSURANCE

The Contractor shall secure and maintain cyber liability insurance coverage in the manner prescribed in this section unless the Contract prescribes cyber liability insurance coverage provisions and those provisions are no less stringent than those described in this section.

The Contractor shall secure and maintain cyber liability insurance coverage with limits of at least $10 million per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor shall add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder."

11. Paragraph 65, <u>COVID-19 Vaccinations of County Contractor Personnel</u>, is deleted in its entirety from the Agreement.

12. Paragraph 66 (Information Security and Privacy Requirements) is hereby added to Exhibit A (Additional Terms and Conditions) of the Agreement as follows:

"66. <u>INFORMATION SECURITY AND PRIVACY REQUIREMENTS</u>

The County has established these requirements and procedures which constitute the minimum standard and are in addition to the requirements of the underlying base agreement between the County and Contractor (the "Contract") and any other agreements between the parties. However, it is the Contractor's sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all County 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 requirements and procedures set forth in the attached Attachment A.3 will constitute a material breach of Contract by the Contractor, entitling the County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Contract, to terminate the Contract after notice to Contractor. To the extent there are conflicts between Attachment A.3 (Information Security & Privacy Exhibit) and the Contract, Attachment A.3 (Information Security & Privacy Exhibit) shall prevail unless stated otherwise."

13. Paragraph 67, <u>Security & Availability</u>, is hereby added to Exhibit A (Additional Terms and Conditions) of the Agreement. To the extent there are any conflicts or inconsistencies between this Paragraph 67, and AGREEMENT NO. PH-002200, as amended, this Paragraph 67 shall govern and control.

"**67. SECURITY & AVAILABILITY**

Contractor has implemented commercially viable and reasonable information security processes, policies, and technology safeguards to protect the confidentiality and integrity of Customer Data, to protect against reasonably anticipated threats. County acknowledges that, notwithstanding security features of the Subscription Services, no product, hardware, software, or service can provide a completely secure mechanism of electronic transmission or communication and that there are persons and entities, including enterprises, governments, and quasi- governmental actors, as well as technologies, that may attempt to breach any electronic security measure. County further acknowledges that the Subscription Services is not guaranteed to operate without interruptions, failures, or errors. If County or Authorized Users use the Subscription Services in any application or environment where failure could cause personal injury, loss of life, or other substantial harm, County assumes any associated risks. "

14. Paragraph 68, <u>SaaS Limitation of Liability</u>, is hereby added to Exhibit A (Additional Terms and Conditions) of the Agreement. To the extent there are any conflicts or inconsistencies between this Paragraph 68 and AGREEMENT NO. PH-002200, as amended, this Paragraph 68 shall govern and control.

"68. SaaS LIMITATION OF LIABILITY.

68.1 LIMITATION OF LIABILITY.   NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SUBSCRIPTION SERVICE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY,

SHALL NOT EXCEED 3X THE TOTAL AMOUNT PAID BY CUSTOMER TO ACCELA HEREUNDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT.

68.2 IN NO EVENT SHALL EITHER PARTY OR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SUBSCRIPTION SERVICE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SUBSCRIPTION SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING EXCLUSIONS APPLY WHETHER OR NOT A PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

68.3 The above Limitation of Liability (i) in Section 68.1 will not apply to fees awarded to or settled with a claimant by Accela under Section 14 of Exhibit A of the Agreement for violations of intellectual property rights; (ii) in Sections 68.1 and 68.2 will not apply to damages arising from either party's recklessness, bad faith or intentional misconduct; (iii) in Sections 68.1 and 68.2 will not apply to death or personal injury by either party resulting from the negligent acts or omissions by that party, and (iv) in Sections 68.1 and 68.2 will not apply to a breach of Section 70 by Customer under this Agreement.

15. Paragraph 69, <u>Termination of Access to System by Contractor</u>, is hereby added to Exhibit A (Additional Terms and Conditions) of the Agreement. To the extent there are any conflicts or inconsistencies between this Paragraph 69 and AGREEMENT NO. PH-002200, as amended, this Paragraph 69 shall govern and control.

"**69. TERMINATION OF ACCESS TO SUBSCRIPTION SERVICES BY CONTRACTOR.**

69.1   Agreement Term. This Agreement shall become effective on the Effective Date for the items identified in the Order as covered by this Agreement and shall continue in full force and effect until the expiration of the Agreement, unless otherwise terminated earlier.

69.2   Termination or Suspension for Cause. A party may terminate this Agreement and Subscription Services license granted hereunder for cause upon thirty (30) days' written notice to the other party of a material breach if such breach remains uncured at the expiration of such thirty (30) day period. Either party may terminate immediately if the other party files for bankruptcy or becomes insolvent. Accela may, at its sole option, suspend County's or any Authorized User's access to the Subscription Services, or any portion thereof, immediately if Accela: (i) suspects that any person other than County or an Authorized User is using or attempting to use Customer Data; (ii) suspects that County or an Authorized User is using the Subscription Services in a way that violates this Agreement and could expose Accela or any other entity to harm or legal liability; (iii) is or reasonably believes it is required to do so by law or court order or; (iv) Country's payment obligations are more than ninety (90) days past due, provided that Accela has provided at least thirty (30) days' notice of such suspension for delinquent payment. Should County

terminate this Agreement for cause, Accela will refund a pro-rata portion of unused, pre-paid fees.

69.3   Effect of Termination. If this Agreement expires or is terminated for any reason: (i) within thirty (30) calendar days following the end of County's final Subscription Period, upon County's request Accela provided Customer Data and associated documents in a database dump file; provided that County pays (a) all costs of and associated with such copying, as calculated at Accela's then-current time-and-materials rates, and (b) any and all unpaid amounts due to Accela; (ii) licenses and use rights granted to County with respect to Subscription Services and intellectual property will immediately terminate; and (iii) Accela's obligation to provide any further services to County under this Agreement will immediately terminate, except as mutually agreed between the parties. If the Subscription Services are nearing expiration date or are otherwise terminated, Accela will initiate its data retention processes, including the deletion of Customer Data from systems directly controlled by Accela. Accela's current Data Storage Policy can be accessed www.accela.com/terms/."

16.   Paragraph 70, SaaS Usage and Access Rights, is hereby added to Exhibit A (Additional Terms and Conditions) of the Agreement. To the extent there are any conflicts or inconsistencies between this Paragraph 70 and AGREEMENT NO. PH-002200, as amended, this Paragraph 70 shall govern and control.

"70. SaaS USAGE AND ACCESS RIGHTS.

70.1   Right to Access. Subject to the terms and conditions of this Agreement, Accela hereby grants to County a limited, non-exclusive, non-transferable right and license during the Subscription Period, to permit: (i) Authorized Users to access and use the internal and administrative interfaces of the Subscription Services in accordance with the Documentation to support County's internal business purposes and (ii) its External Users the ability to access and use the publicly available interfaces to submit requests and information to County. Each instance of the Subscription Service shall be provisioned with the amount of storage set forth in the Order and additional storage may be purchased at the then-current rates.

70.2   Support Services & Service Availability. During the Subscription Period, Contractor shall provide to County the Support Services specified in this Agreement and shall make all commercially reasonable efforts to attain the service levels specified in the applicable policies. The remedies set forth in the Support Services and Service Availability Policy are the sole and exclusive remedies for any breach of the service levels. County grants Contractor a royalty-free, worldwide, transferable, sub- licensable, irrevocable, perpetual license to use or incorporate into its software or services any suggestions or other feedback provided by County or Authorized Users relating to the operation or features of the Subscription Services.

70.3   Restrictions on Use. County shall not, and shall not permit others to: (i) use or access the Subscription Services in any manner except as expressly permitted by the Agreement, including but not limited to, in a manner that circumvents contractual usage restrictions set forth in this Agreement; (ii) license, sub-license, sell, re-sell, rent, lease, transfer, distribute, time share or otherwise make any portion of the Subscription Services available for access by third parties except as otherwise expressly provided herein; (iii) use the Subscription Service in a way that: (a) violates or infringes upon the rights of a

third party; or (b) stores or transmits libelous, tortious, or otherwise unlawful material or malicious code or viruses; (iv) create derivative works, reverse engineer, decompile, disassemble, copy, or otherwise attempt to derive source code or other trade secrets from or about any of the Subscription Services (except to and only to the extent such rights are proscribed by law); (v) interfere with or disrupt the security, integrity, operation, or performance of the Subscription Services; (vi) access, use, or provide access or use to the Subscription Services or Documentation for the purposes of competitive analysis or the development, provision, or use of a competing software, SaaS or product or any other purpose that is to Contractor's detriment or commercial disadvantage; (vii) provide access to the Subscription Services to competitors of Contractor; (viii) access or use components of the Subscription Service not licensed by County; (ix) use or allow the use of the Subscription Services by anyone located in, under the control of, or that is a national or resident of a U.S. embargoed country or territory or by a prohibited end user under Export Control Laws (as defined in Section 12.3, Compliance with Laws); (x) remove, delete, alter or obscure any trademarks, Documentation, warranties, or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from any Subscription Services; or (xi) access or use the Subscription Services in, or in association with, the design, construction, maintenance, or operation of any hazardous environments, systems or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Subscription Services could lead to personal injury or severe physical or property damage.

70.4 Ownership. Contractor retains all Intellectual Property Rights, including all rights, title and license to the Subscription Service, Software, Accela System, Support Services, Consulting Services, and Aggregate Data, any related work product of the foregoing and all derivative works thereof by whomever produced; provided however, that to the extent such materials are delivered to County as part of the Subscription Services, Consulting Services or Support Services then County shall receive a limited license to use such materials during the Subscription Period.

70.5 County's Responsibilities. County will: (i) be responsible for meeting Contractor's applicable minimum system requirements for use of the Subscription Services set forth in the Documentation; (ii) be responsible for Authorized Users' compliance with this Agreement and for any other activity (whether or not authorized by County) occurring under County's account; (iii) be solely responsible for the accuracy, quality, integrity and legality of Customer Data; (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Subscription Services and Customer Data under its account, and notify Contractor promptly of any such unauthorized access or use, and; (v) use the Subscription Services only in accordance with the applicable Documentation, laws and government regulations."

17. This Amendment No. 11 shall become effective as of the date identified in the recitals, which is the date upon which:

16.1 An authorized officer of Contractor has executed this Amendment No. 11;

16.2 Los Angeles County Counsel has approved this Amendment No. 11 as to form;

16.3 The Chief Information Officer for Public Health has executed this Amendment No. 11; and

16.4   The Director of Public Health has executed this Amendment No. 11.

18.   Except as expressly provided in this Amendment No. 11, all other terms and conditions of the Agreement shall remain the same and in full force and effect.

19.   Contractor and the person executing this Amendment No. 11 on behalf of Contractor represent and warrant that the person executing this Amendment No. 11 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term and condition of the Agreement, as amended by this Amendment No. 11, and that all requirements of Contractor to provide such actual authority have been fulfilled.

20.   This Amendment No. 11 may be executed in one or more original, PDF or facsimile counterparts, all of which when taken together shall constitute one in the same instrument.

*   *   *

AMENDMENT NUMBER ELEVEN

TO
AGREEMENT NO. PH-002200
FOR
ENVIRONMENTAL HEALTH PERMIT AND INSPECTION MANAGEMENT SYSTEM AND
RELATED SERVICES

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 11 to be executed on their behalf by their duly authorized representatives, effective as of the date first set forth above.

COUNTY OF LOS ANGELES   ACCELA, INC.

By: _____   By: _____
    Barbara Ferrer, Ph.D., M.P.H., M.Ed.   Aaron Haggarty
    Director   Chief Legal Officer
    Department of Public Health

By: _____
    David Cardenas
    Acting Chief Information Officer
    Department of Public Health

APPROVED AS TO FORM FOR THE
COUNTY OF LOS ANGELES:

DAWYN R. HARRISON
County Counsel

By: _____
    Truc L. Moore
    Principal Deputy County Counsel

ATTACHMENT A.1

COUNTY'S ADMINISTRATION

COUNTY PROJECT DIRECTOR:

Liza Frias, Deputy, Environmental Health
Phone: 626-430-5374
Fax: 626-813-3000
E-mail: lfrias@ph.lacounty.gov

COUNTY PROJECT MANAGER:

Robert Ota, Director, IT Solutions
Phone: 323-659-6507
E-mail: rota@ph.lacounty.gov

ADDRESS FOR NOTICES:

Karen Buehler, Director
Los Angeles County Department of Public Health
Division of Contracts and Grants
5555 Ferguson Drive, 2nd Floor, Suite 210
Commerce, CA 90022
Phone: 323-659-6266
E-mail: Contracts-Grants@ph.lacounty.gov

With a copy to:

County Project Director and County Project Manager as indicated above.

ATTACHMENT A.2

CONTRACTOR'S ADMINISTRATION

CONTRACTOR PROJECT DIRECTOR:

Trevor Perkes, Director
Phone: 385-228-4978
Fax: 925-659-3201
E-mail: tperkes@accela.com

CONTRACTOR PROJECT MANAGER:

Carson Goldberg, Sr. Project Manager
Phone: 925-359-3609
Fax: 925-359-3201
E-mail: cgoldberg@accela.com

CONTRACTORS:

NAME	TITLE
Gary Kovacs	Chief Executive Officer
Dennis Michalis	Chief Revenue Officer
Jonathon Knight	Chief Customer Officer
Renato Mascardo	Chief Technology Officer
Bobby Wilson	Chief Financial Officer
Aaron Haggarty	Chief Legal Officer
Troy Coggiola	Chief Product Officer
Tom Nieto	Chief Operating Officer
Darryl Booth	SVP, General Manager

ADDRESS FOR NOTICES:

Accela, Inc.
2633 Camino Ramon, Suite 500,
San Ramon, CA 94583
Phone: 925-659-3297
Fax: 925-659-3201
E-mail: Contractsadmin@accela.com

ATTACHMENT A.3
INFORMATION SECURITY AND PRIVACY EXHIBIT

The County of Los Angeles ("County") is committed to safeguarding the Integrity of the County systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Information Security and Privacy Requirements Exhibit ("Exhibit") sets forth County's and Contractor's commitment and agreement to fulfill each of their obligations under applicable state and federal laws, rules and regulations, as well as applicable industry standards concerning privacy, Data protections, Information Security, Confidentiality, Availability and Integrity of such Information. The Information security and privacy requirements and procedures in this Exhibit are to be established by Contractor before the Effective Date of the Agreement and maintained throughout the term of the Agreement.

These requirements and procedures are a minimum standard and are in addition to the requirements of the agreement between County and Contractor ("Agreement"), including any Exhibits and other attachments thereto. However, it is Contractor's sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all County 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 requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of the Agreement by Contractor, entitling County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Agreement, to immediately terminate the Agreement. To the extent there are conflicts between this Exhibit and the Agreement, this Exhibit shall prevail unless stated otherwise in the Agreement.

1. DEFINITIONS

Unless otherwise defined in the Agreement, the definitions herein contained are to be used in the Agreement.

a. **Availability:** the condition of Information being accessible and usable upon demand by an authorizedentity (County Workforce Member or process).

b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes,devices) unless they have been authorized to access the Information.

c. **County Information:** all Data and Information belonging to County.

d. **County Workforce Member:** employees, volunteers and other persons whose conduct, in the performance of work for the County of Los Angeles, is under the direct control of County, whether or not they are paid by County. This includes, but is not limited to, full and part time elected or appointed officials, employees, affiliates, contractors, subcontractors, associates, students, volunteers and staff from third party entities who provide service to County.

e. **Data:** a subset of Information comprised of qualitative or quantitative values.

f. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.

g. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.

h.   Information Security Policy: high level statements of intention and direction of an organization used tocreate an organization's Information Security Program as formally expressed by its top management.

i.   Information Security Program: formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting County's information security requirements.

j.   Information Technology: any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission or reception of Data or Information.

k.   Integrity: the condition whereby Data or Information has not been improperly modified or destroyed andauthenticity of the Data or Information can be ensured.

l.   Mobile Device Management (MDM): software that allows Information Technology administrators to control, secure and enforce policies on smartphones, tablets, and other endpoints.

m.   Privacy Policy: high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.

n.   Privacy Program: A formal document that provides an overview of an organization's privacy program,including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectivesof the Privacy Program and the program management controls and common controls in place or plannedfor meeting applicable privacy requirements and managing privacy risks.

o.   Risk: a measure of the extent to which County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.

p.   Threat: any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizationsthrough an Information System via unauthorized access, destruction, disclosure, modification of Information and/or denial of service.

q.   Vulnerability: a weakness in a system, application, network or process that is subject to exploitation ormisuse.

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

a.   Information Security Program. Contractor shall maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability and Integrity of County Information covered under the Agreement.

Contractor's Information Security Program shall include the creation and maintenance of Information Security Policies, standards and procedures. Information Security Policies, standards and procedures will be communicated to all Contractor employees in a relevant, accessible and understandable form andwill be regularly reviewed and evaluated to ensure operational effectiveness, compliance with allapplicable laws and regulations and addresses new and emerging Threats and Risks.

Contractor shall exercise the same degree of care in safeguarding and protecting County Information that Contractor exercises with respect to its own Information and Data, but in no

HOA.103793911.1

event less than a reasonable degree of care. Contractor will implement, maintain, and use appropriate administrative,technical and physical security measures to preserve the Confidentiality, Integrity and Availability of County Information.

Contractor's Information Security Program shall:

b. Protect the Confidentiality, Integrity and Availability of County Information in Contractor'spossession or control;

c. Protect against any anticipated Threats or hazards to the Confidentiality, Integrity and Availability of County Information;

d. Protect against unauthorized or unlawful access, use, disclosure, alteration or destruction of CountyInformation;

e. Protect against accidental loss or destruction of, or damage to, County Information; and

f. Safeguard County Information in compliance with any applicable laws and regulations which applyto Contractor.

g. **Privacy Program.** Contractor shall establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards forInformation, including County Information. Contractor's Privacy Program shall include the development of and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures and appropriate training will be provided to all Contractor employees, agents and volunteers.Contractor's Privacy Policies, guidelines and procedures shall be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. Contractor's Privacy Program shall perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

h. Contractor shall exercise the same degree of care in safeguarding the privacy of County Information that Contractor exercises with respect to its own Information, but in no event less than a reasonable degree of care. Contractor will implement, maintain and use appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

i. Contractor's Privacy Program shall include:

j. A Privacy Program framework that identifies and ensuresthat Contractor complies with all applicable laws and regulations;

k. External Privacy Policies, and internal privacy policies, procedures and controls to support theprivacy program;

l. Protections against unauthorized or unlawful access, use, disclosure, alteration or destruction ofCounty Information;

m. A training program that covers Privacy Policies, protocols and awareness;

n. A response plan to address privacy Incidents and privacy breaches; and

o. Ongoing privacy assessments and audits.

3. PROPERTY RIGHTS TO COUNTY INFORMATION

All County Information is deemed property of County, and County shall retain exclusive rights and ownership thereto. County Information shall not be used by Contractor for any purpose other than as

HOA.103793911.1

required under the Agreement, nor shall such or any part of such 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. Contractor may assert no lien on or right to withhold from County, any County Information it receives from, receives addressed to or stores on behalf of County. Notwithstanding the foregoing, Contractor may aggregate, compile and use County Information in order to improve, develop or enhance the System Software and/or other services offered or to be offered by Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone or linkable to a specific individual. Contractor specifically consents to County's access to such County Information held, stored or maintained on any and all devices Contactor owns, leases or possesses.

4. CONTRACTOR'S USE OF COUNTY INFORMATION

Contractor may use County Information only as necessary to carry out its obligations under the Agreement.Contractor shall collect, maintain or use County Information only for the purposes specified in the Agreement and, in all cases, in compliance with all applicable local, state and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use and destruction of County Information, including, but not limited to, (i) any state and federal law governing the protection of personal Information, (ii) any state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

5. SHARING COUNTY INFORMATION AND DATA

Contractor shall not share, release, disclose, disseminate, make available, transfer or otherwise communicate orally, in writing or by electronic or other means County Information to a third party for monetary or other valuable consideration.

6. CONFIDENTIALITY

a. **Confidentiality of County Information.** Contractor agrees that all County Information is Confidential and proprietary to County regardless of whether such Information was disclosed intentionally or unintentionally or marked as "confidential".

b. **Disclosure of County Information.** Contractor may disclose County Information only as necessary to carry out its obligations under the Agreement, or as required by law, and is prohibited from using CountyInformation for any other purpose without the prior express written approval of the County's contract administrator in consultation with County's Chief Information Security Officer and/or Chief PrivacyOfficer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, Contractor shall notify the County's contract administrator immediately and prior to anysuch disclosure to provide County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.

c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Agreement, Contractor may encounter County Non-public Information ("NPI") in the course of performing the Agreement, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records and other materials described and/or identified as "Internal Use", "Confidential" or "Restricted"as defined in Board of Supervisors Policy 6.104 (Information Classification Policy) as NPI. Contractor shall not disclose or publish any County NPI and material received or used in performance of the Agreement. This obligation is perpetual.

d. **Individual Requests.** Contractor shall acknowledge any request or instructions from County regarding the exercise of any individual's privacy rights provided under applicable federal or state laws. Contractor shall have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from County within seven (7) calendar days. If an individual makes a request directly to Contractor involving County Information, Contractor shall notify County within five (5) calendar days, and County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if Contractor receives a privacy or security complaint from an individual regarding County Information, Contractor shall notify County as described in Section 13 (Security and Privacy Incidents), and County will coordinate an appropriate response.

e. **Retention of County Information.** Contractor shall not retain any County Information for any period longer than necessary for Contractor to fulfill its obligations under the Agreement and applicable law, whichever is longest.

7. CONTRACTOR EMPLOYEES

Contractor shall perform background and security investigations and screenings for all employees and subcontractors providing Services pursuant to the Agreement in the manner prescribed in this section, unless the Agreement prescribes procedures for conducting background and security investigations and screenings, which are at least as stringent as the procedures described in this section.

To the extent permitted by applicable law, Contractor shall screen and conduct background investigations on all Contractor employees and subcontractors as appropriate to their role, with access to County Information for potential security Risks. Such background investigations must be obtained through fingerprints submitted to the California Department of Justice to include State, local and federal-level review and conducted in accordance with the law, may include criminal and financial history to the extent permitted under the law, and will be repeated on a regular basis. The fees associated with the background investigation shall be at the expense of Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation. Contractor, in compliance with its legal obligations, shall conduct an individualized assessment of their employees, agents and volunteers regarding the nature and gravity of a criminal offense or conduct; the time that has passed since a criminal offense or conduct and completion of the sentence; and the nature of the access to County Information to ensure that no individual accesses County Information whose past criminal conduct poses a risk or threat to County Information.

Contractor shall require all employees, agents, and volunteers to abide by the requirements in this Exhibit, as set forth in the Agreement, and sign an appropriate written Confidentiality/non-disclosure agreement with Contractor.

Contractor shall supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks and Threats. The Contractor agrees that training will cover, but may not be limited to the following topics:

a. **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.

b. **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.

c. **Handling of Customer Information:** The proper identification, storage, transfer, archiving, and destruction of customer Information.

d. **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.

e. **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.

f. **Privacy:** Contractor's Privacy Policies and procedures as described in Section 2.b (Privacy Program).

Contractor shall have an established set of procedures to ensure Contractor's employees promptly report actual and/or suspected breaches of security.

8. SUBCONTRACTORS AND THIRD PARTIES

County acknowledges that in the course of performing its services, Contractor may desire or require the use of goods, services and/or assistance of subcontractors or other third parties or suppliers. The terms of this Exhibit shall also apply to all subcontractors and third parties providing Services on behalf of Contractor under the Agreement. Contractor or third party shall be subject to the following terms and conditions: (i) each subcontractor and third party must have agreed in writing to comply with terms and conditions at least as onerous as those specified in the Agreement, including this Exhibit; and (ii) Contractor shall be and remain fully liable for the acts and omissions of each subcontractor and third party and fully responsible for the due and proper performance of all Contractor obligations under this Agreement.

9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

a. **Encryption:** All County Information shall be rendered unusable, unreadable or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by County's Chief Information Security Officer.

b. Contractor will encrypt County Information transmitted on networks outside of Contractor's control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County's Chief Information Security Officer.

c. **Storage:** In addition, Contractor shall not store County Information in the cloud or in any other online storage provider without written authorization from County's Chief Information Security Officer. All mobile devices storing County Information shall be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by County's Chief Information Security Officer.

d. **Location:** Contractor warrants and represents (i) that it shall store and process County Information only in the continental United States and (ii) that at no time will County Data traverse the borders of the continental United States in an unencrypted manner.

10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

Contractor shall return or destroy County Information in the manner prescribed in this section unless the Agreement prescribes procedures for returning or destroying County Information and those procedures are no less stringent than the procedures described in this section.

a.   **Return or Destruction.** Upon County's written request, or upon expiration or termination of this Agreement for any reason, Contractor shall (i) promptly return or destroy, at County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of the Agreement; and (iii) deliver or destroy, at County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that County requests be returned to County, Contractor shall provide a written attestation on company letterhead certifying that all documents and materials have been delivered to County. For documents or materials referred to in Subsections (i) and (ii) of this Section that County requests be destroyed, Contractor shall provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with Section 10.b (Method of Destruction) below. Upon termination or expiration of the Agreement or at any time upon County's request, Contractor shall return all hardware, if any, provided by County to Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by County.

b.   In the event County elects return of the data in non-native format, Contractor may charge County with a reasonable cost of converting the data to County desired non-native format. County and Contractor shall agree in writing on the cost of such conversion before Contractor shall be able to perform the conversion and charge County for its cost.

c.   **Method of Destruction.** Contractor shall destroy all originals and copies by (i) cross-cut shreddingpaper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County Information cannot be retrieved. Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and County Information involved, the date of destruction and the company or individual who performed the destruction. Such statement will be sent to the designated County contract manager within ten (10) daysof termination or expiration of the Agreement or at any time upon County's request. On termination orexpiration of the Agreement, County will return or destroy all Contractor's Information marked as confidential (excluding items licensed to County hereunder or provided to County by Contractor hereunder), at the County's option.

11. PHYSICAL AND ENVIRONMENTAL SECURITY

All Contractor facilities that process County Information will be located 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.

All Contractor facilities that process County Information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

The Contractor shall: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with the requirements of this Agreement; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor makes backups to removable media (as described in Section 9 (Storage and Transmission of County Information), all such backups shall be encrypted in compliance with the encryption requirements noted above in Section 9 (Storage and Transmission of County Information).

13. ACCESS CONTROL

Subject to and without limiting the requirements under Section 9 (Storage and Transmission of County Information), County Information (i) may only be made available and accessible to those parties explicitly authorized under the Agreement or otherwise expressly approved by County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 9 (Storage and Transmission of County Information)) must be sent via a bonded courier and protected using encryption technology designated by Contractor and approved by County's Chief Information Security Officer in writing. The foregoing requirements shall apply to back-up media stored by Contractor at off-site facilities.

Contractor shall implement formal procedures to control access to County systems, services and/or Information, 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 industry standard and properly configured firewalls;

    b.   Operating systems will be used to enforce access controls to computer resources including, but not limitedto, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;

    c.   Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;

    d.   Applications will include access control to limit user access to County Information and application systemfunctions;

    e.   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 responsepolicies set forth in Section 13 (Security and Privacy Incidents); and

f. In the event any hardware, storage media or removable media (as described in Section 9 (Storage and Transmission of County Information)) must be disposed of or sent off-site for servicing, Contractor shall ensure all County Information has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 (Storage and Transmission of County Information).

14. SECURITY AND PRIVACY INCIDENTS

In the event of a Security or Privacy Incident, Contractor shall:

a. Promptly notify County's Chief Information Security Officer, the Departmental Information Security Officer and County's Chief Privacy Officer of any Incidents involving County Information, within twenty-four (24) hours of detection of the Incident. All notifications shall be submitted via encrypted email and telephone.

b. County Chief Information Security Officer and Chief Privacy Officer Email:

CISO-CPO_Notify@lacounty.gov

Chief Information Officer:
Peter Loo
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 253-5600

Chief Privacy Officer:
Lillian Russell
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 351-5363

c. Include the following Information in all notices:

    i.   The date and time of discovery of the Incident,

    ii.   The approximate date and time of the Incident,

    iii.   A description of the type of County Information involved in the reported Incident,

    iv.   A summary of the relevant facts, including a description of measures being taken to respond toand remediate the Incident, and any planned corrective actions as they are identified, and

    v.   The name and contact information for the organizations official representative(s), with relevantbusiness and technical information relating to the incident.

d. Cooperate with County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon County's written request, without charge, unless the Incident was causedby the acts or omissions of County. As Information about the Incident is collected or otherwise becomes available to Contractor, and unless prohibited by law, Contractor shall provide Information regarding the nature and consequences of the Incident that are reasonably requested by County to allow County to notify affected individuals, government agencies and/or credit bureaus.

e. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plansin the event of an Incident causing an interference with Information Technology operations.

f. Assist and cooperate with forensic investigators, County, law firms and and/or law enforcement agencies at the direction of County to help determine the nature, extent and source of any Incident and reasonably assist and cooperate with County on any additional disclosures that County is required to make as a result of the Incident.

g. Allow County or its third-party designee, at County's election, to perform audits and tests of Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation or technical inspection of systems as they relate to the receipt, maintenance, use, retention and authorized destruction of County Information.

Notwithstanding any other provisions in the Agreement and this Exhibit, Contractor shall be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by Contractor's weaknesses, negligence, errors or lack of Information Security or privacy controls or provisions.

15. NON-EXCLUSIVE EQUITABLE REMEDY

Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to County and, therefore, that upon any such breach, County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 6 (Confidentiality) shall constitute a material breach of the Agreement and be grounds for immediate termination of the Agreement in the exclusive discretion of County.

16. AUDIT AND INSPECTION

a. Self-Audits. Contractor shall periodically conduct audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by staff certified to perform the specific audit in question at Contractor's sole cost and expense through (i) an internal independent audit function, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by County.

b. Contractor shall have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. Contractor shall provide the audit results and any corrective action documentation to County promptly upon its completion at County's request. With respect to any other report, certification or audit or test resultsprepared or received by Contractor that contains any County Information, Contractor shall promptly provide County with copies of the same upon County's reasonable request, including identification of any failure or exception in Contractor's Information systems, products and services, and the corresponding steps taken by Contractor to mitigate such failure or exception. Any reports and related materials provided to County pursuant to this Section shall be provided at no additional charge to County.

c. County Requested Audits. County shall have the right, with the help of an independent third-party auditor, to audit the Contractor's infrastructure, security and privacy practices, Data center, services and/or systems storing or processing County Information at least once a year. Upon County's request, Contractor shall complete a questionnaire regarding Contractor's Information

Security and/or program. If the audit reveals material non-compliance with this Exhibit, County may exercise its termination rights under the Agreement.

Contractor warrants that it is and shall remain throughout the term of the Agreement SOC 2 certified. As such, Contractor may fulfill the audit obligations under this section by providing to County information, data and documentation reasonably requested by County in lieu of a physical audit. County's request for the audit will specify the scope and areas (e.g., Administrative, Physical and Technical) that are subject to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code reviews and evidence of system configuration and audit log reviews. It is understood that the results may be filtered to remove the specificInformation of other Contractor customers such as IP address, server names, etc. Contractor agrees to comply within reasonable timeframes with all recommendations that result from such inspections, tests, and audits.

When not prohibited by regulation, Contractor will provide to County a summary of: (i) the results of any security audits, security reviews or other relevant audits, conducted by Contractor or a third party; and (ii) corrective actions or modifications, if any, Contractor will implement in response to such audits. County acknowledges that Contractor is unable to provide physical access to Contractor's third-party data processor.

d. **Audit Certification:** Contractor agrees to conduct an annual System and Organization Controls (SOC 2 type II) audit or equivalent (i.e. The International Organization for Standardization (ISO) and the International Electrotechnical Commission (IEC) 27001:2013 certification audit or Health Information Trust Alliance (HITRUST) Common Security Framework certification audit) of its internal controls for security, availability, integrity, confidentiality and privacy. Contractor shall have a process for correcting control deficiencies that have been identified in the audit, including follow up documentationproviding evidence of such corrections. The results of the audit and Contractor's plan for addressing or resolving the audit findings shall be shared with DHS within ten (10) business days of Contractor's receipt of the audit results. Contractor agrees to provide County with the current audit certifications upon request.

17. PRIVACY AND SECURITY INDEMNIFICATION

In addition to the indemnification provisions in the Agreement, the Contractor agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, agents, employees, and volunteers from and against any and all claims, demands liabilities, damages, judgments, awards, losses, costs, expenses or fees including reasonable attorneys' fees, accounting and other expert, consulting or professional fees, and amounts paid in any settlement arising from, connected with, or relating to:

- The Contractor's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;
- The Contractor's failure to perform or comply with any terms and conditions of this Agreement or related agreements with the County; and/or,
- Any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on the Contractor's systems or networks (including all costs and expenses incurred by the County to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).

HOA.103793911.1

Notwithstanding the preceding sentences, the 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 to 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.

EXHIBIT B-1

STATEMENT OF WORK
FOR
LOS ANGELES COUNTY
ENVIRONMENTAL HEALTH PERMIT AND INSPECTION MANAGEMENT SYSTEM (EHPIMS)
FOR EHPIMS UPGRADE TO
ACCELA ENVIRONMENTAL HEALTH

TABLE OF CONTENTS

1   INTRODUCTION

1.1 Introduction

The Department of Public Health, Environmental Health Division (EH) is a regulatory agency that uses Accela's EnvisionConnect software as the system of record for inspections to monitor compliance with State and local regulations, enforcement actions, reporting, online permitting, and service billing. As one of the country's largest environmental health agencies, its coverage spans over 4,000 square miles, with over 700 employees, twenty-nine (29) district offices, responsible for approximately 130,000 regulated businesses, and conducting about 220,000 annual inspections, as well as various environmental health service activities.

On August 23, 2012, Public Health entered into Agreement No. PH-002200 with Decade Software Company, LLC for implementation of an Environmental Health Permit and Inspection Management System (EHPIMS) software solution. At that time, Public Health purchased licenses from Decade Software Company, LLC and requested them to (a) configure and install the EHPIMS software solution, known as EnvisionConnect; (b) perform certain customizations to the EHPIMS software solution necessary to meet the County's functional, technical and/or business requirements; (c) create certain interfaces between the EHPIMS software solution and other County systems and the County's electronic commerce payment processing vendor; and (d) host, maintain and support the EHPIMS software solution.

Since that time, EHPIMS has been in use by Public Health. Public Health now desires to have the EHPIMS platform upgraded to the cloud-based Accela Environmental Health.

2   GENERAL REQUIREMENTS

The Contractor shall deliver the following as required by the Contract, including as set forth in this Statement of Work (SOW):

- The Contractor must provide qualified and experienced personnel to perform all work in accordance with this Statement of Work (SOW).
- The Contractor shall be responsible for meeting all obligations and deadlines that are the responsibility of the Contractor under the Contract as they pertain to deliverables as well as the Project Control Document (PCD).
- The Contractor shall provide a fully managed secured Software as a Service (SaaS) platform providing a system that incorporates all functionality described in Section 2.0 (General Requirements) of this document, as well as in Exhibit C-1 (Functional and Technical Requirements).

- The System shall provide outputs including forms, letters, reports, data extracts, with such outputs being customizable and scheduled by the County to meet the various needs of the County as described in the PCD and custom Specifications.
- The Contractor shall provide support for the data mapping and solution the data migration into EHPIMS.
- The Contractor shall provide support for the configuration of the EHPIMS instance as specified in Exhibit C-1 (Functional and Technical Requirements).
- The Contractor shall provide Internet website support for system configuration documentation, FAQ's and knowledge base, training material, forums, submittal of service requests, and system updates/downloads, support testing during initial Phases and User Acceptance Testing (UAT).
- The Contractor shall train County staff on the administration and configuration of the System and use and general maintenance of the System.

2.1 County Resources

The County will provide the following:

- County Project Director
- County Project Manager
- County personnel

2.2 Contractor Resources: Key Personnel

The Contractor shall provide the following Contractor Key Personnel, which shall be Phase of Contractor's project management team. All proposed staff must perform and render all Services within the continental United States:

The Contractor shall provide qualified experienced personnel to perform all work in accordance with this statement of work. The Contractor shall provide technical support within the designated hours with the ability to provide remote support as needed.

- Contractor Project Director/Regional Director
- Contractor Project Manager
- Solution Architect
- Lead Implementation Consultant
- Training Consultant

2.3 Deliverable Acceptance Criteria (General)

The Contractor shall develop a Contractor's Project Schedule in Deliverable 1.1.1 (PCD) that defines the schedule of Deliverables and identifies any dependencies between Deliverables. For all Deliverables and Services, the County will Accept such

items in accordance with the provisions set forth in <u>Paragraph 5.2 (Approval of Work)</u> of the Contract, and as set forth in the General Test Plan and applicable User Acceptance Tests as required in this Exhibit B-1 (Statement of Work).

The Contractor shall schedule Deliverable review/resolution periods accordingly in its proposed Contractor's Project Schedule.

The Contractor shall submit each Deliverable to the County in an agreed upon method. The County's right to approve all Deliverables and other work, as set forth in this Contract, shall not be limited in any way by the contents of any prior approved Deliverable by the County.

SOLUTION OVERVIEW

This SaaS based solution will provide the following functionality:

- Application Intake from a Citizens Portal as well as in the back office
- Permit review, issuance, renewal, amendment
- Inspections
- Code enforcement
- Mobile and remote inspection
- Integrations with third-party systems
- Payment processing
- Time accounting
- Reporting

Phase 4 includes the essential items required for the success of the solution and provides all the functionality previously available within EnvisionConnect. This includes the following:

- 102 processes (migrated)
- Conversion of 453 Decade Reports
- Legacy Data Conversion
- 6 Integrations to third-party solutions
  - o FIS Payment Processor
  - o RevQ
  - o Batch Payment Import
  - o Quick Cashier
  - o Batch Assessor Ownership

o Yelp

Phase 5 delivers the following new functionality requested by the County:

- 7 Custom Processes

- 7 Custom Reports

- 5 Integrations to third-party solutions

  o EPIC-LA

  o Docusign

  o eCAPS

  o Outlook

  o Bluebeam

3 SCOPE OF WORK

IMPLEMENTATION METHODOLOGY

Contractor's Services team will apply Contractor's pre-configured solutions methodology, tools, templates, and standards throughout the life of the implementationThis service is delivered over two releases with each release being broken down into four stages (Define, Refine, Develop and Deploy) resulting in the County's production use of the solution.

Contractor's delivery approach is based on existing or pre-configured solutions – the existing configuration will be used as the starting point for the tailoring process.

Contractor will provide the details of pre-configured solutions, methodology, tools, templates and standards as part of the Project Control Document (PCD).

PHASE 4 AND 5 - DEFINE STAGE

3.1 TASK 1: PROJECT ADMINISTRATION

The Contractor shall, in coordination with County oversight, provide project management, planning, monitoring, supervision, tracking, and control for all Work under the Agreement during the term of the Contract. The Contractor shall employ competent project management standards and practices in the performance of all Work. The County shall engage with Contractor on this task by supplying resources, personnel and/or County information to permit completion of this task.

3.1.1 Subtask 1.1: Project Initiation

The Contractor shall perform the following work in this Subtask:

1. Deliver and obtain County approval for the PCD, including the initial Contractor's Project Schedule.

The Contractor shall deliver and present Deliverable 1.1.1, PCD to the County at a meeting within thirty (30) days of the Effective Date of Board approval. Approval by the County's Project Director of Deliverable 1.1.1, PCD must occur before any further work under the Contract may continue. The Contractor shall provide an updated PCD as part of status updates.

As part of Deliverable 1.1.1, PCD, Contractor shall include the initial version of the Contractor's Project Schedule in Microsoft Excel. In the Contractor's Project Schedule, the Contractor shall identify the time required to complete all tasks and subtasks.

3.1.1.1 Deliverable 1.1.1: Project Control Document (PCD) (KEY DELIVERABLE)

The Contractor shall provide the PCD which shall include:

1. All work described in this SOW and elsewhere in the Contract;
2. An approach to completing all work, including a work breakdown structure (WBS) with task and subtask descriptions, associated Deliverables, and resource requirements;
3. The Contractor's Project Schedule shall include:
   A. All Deliverables, including those referenced in Exhibit D.1 (Pricing Schedule);
   B. All tasks, subtasks, Deliverables and other work;
   C. Start date and date of completion for each Deliverable, task, subtask, and other work;
   D. Proposed County review period for each Deliverable; and
   E. Proposed milestones;
4. Identification of all Contractor Key Staff
5. Quality assurance (QA) methodology and practices;
6. Approach to project communications;
7. An approach to configuration management and change management. Changes, in this context, refer to changing the functionality of a component or adding additional functionality (e.g., changes to the project scope). The approach shall ensure that the impacts and rationale for each change are analyzed and coordinated prior to being approved. The change management process may vary from item to item, as determined by the County's Project Director.

3.1.2   Subtask 1.2: Ongoing Project Administration

The Contractor shall perform ongoing project administration during the term of the Contract, which shall include:

1. Manage all Contractor staff, including SubContractor staff, assigned to the project;

2. Work with other County departments, or external agencies, as appropriate, with any needed assistance and participation from County Staff on the County EHPIMS Team;

3. Manage issues raised by the County and documented in status reports;

4. Provide planning and direction in accordance with the County- approved PCD, ensuring that proper project management controls exist and are in use;

5. Provide change management;

6. Provide routine and realistic assessments of progress as targeted in the Contractor's Project Schedule;

7. Implement quality assurance measures that allow the delivery of high quality, effective Deliverables to the County; and

8. Participate in the Deliverable review/resolution process for all Deliverables.

The Contractor Project Manager shall conduct project status meetings as agreed upon, and provide status reports in a County-specified format to the County Project Director throughout the term of the Contract. In each project status report, Contractor shall include:

1.   Contractor Project Manager Name;

2.   Contractor Name;

3.   Reporting period start and stop dates;

4.   Date of report;

5.   Highlights of the reporting period;

6.   Tasks, Subtasks and other Work completed during the reporting period which were not scheduled;

7.   Tasks, subtasks, and other work completed during the reporting period which were scheduled;

8.   Tasks, subtasks, and other work started during the reporting period;

9. Tasks, subtasks, and other work in progress during the reporting period;

10. Tasks, subtasks, and other work scheduled for completion during the reporting period which were not completed;

11. Work for the next reporting period;

12. Issues identified during that reporting period;

13. Issues resolved during that reporting period;

14. Corrections to the prior status report;

15. Meetings scheduled for the next reporting period; and

16. Any other items requested by County's Project Director.

The Contractor Project Manager shall attend status meetings in person or online with the County Project Director and/or County Project Manager to review any issues, and the status of the Contractor's Project Schedule. The Contractor shall deliver an updated PCD and include an indication of any variance from the current County-approved Contractor's Project Schedule affecting the project's schedule, resources, or impacting the project's critical path. All variances shall be presented to the County's Project Director for approval at the status meeting or as directed by the County's Project Director. The Contractor shall send an updated copy of the PCD incorporating only County-approved variances to the County's Project Director for approval no later than twenty-four (24) hours prior to any subsequent status meeting.

County Project Manager and appropriate team will join weekly calls and participate in planning discussions, provide progress updates on County action items, provide feedback as needed, provide any team blackout dates as they are needed or occur.

3.1.2.1   Deliverable 1.2.1: Ongoing Project Administration / Project Planning and Management

The Contractor shall provide ongoing project administration to include, but not limited to:

1. EHPIMS project status reports; and
2. Updates to the PCD, including the Contractor's Project Schedule.

TASKS 2 THROUGH 12 – EHPIMS

The following remaining Tasks describes the work that the Contractor shall perform as it relates to the EHPIMS. The County shall engage with Contractor on Tasks 2 through 12 by supplying resources, personnel and/or County information to permit completion of each of these tasks.

Phase 4

Refine
Task 2:   Phase 4 - Core Team Training
Task 3:   Phase 4 - Requirements Gathering
Task 4:   Phase 4 - Requirements Verification and Analysis
Task 5:   Phase 4 – General Design
Task 6:   Phase 4 – Technical Infrastruture Planning & Design
Task 7:   Phase 4 – Functional Design and System Configuaration
Develop
Task 8:   Phase 4 – Data Conversion
Deploy
Task 9:   Phase 4 - Testing
Task 10: Phase 4 - Implementation Preparation
Task 11: Phase 4 - Train-the-Trainer
Task 12: Phase 4 - Implementation

Phase 5

Refine
Task 13: Phase 5 – Requirements Gathering
Task 14: Phase 5 – Requirements Verification and Analysis
Task 15: Phase 5 – General Design
Task 16: Phase 5 – Functional Design and System Configuration
Deploy
Task 17: Phase 5 – Testing
Task 18: Phase 5 – Implementation Preparation
Task 19: Phase 5 - Train-the-Trainer
Task 20: Phase 5 - Implementation
Task 21 - Contract Discrepancy Report

The Contractor and County shall work collaboratively with each other and key stakeholders from the County who will interact with EHPIMS. The Contractor will update Deliverables, as needed, for each task on which it receives a notice to proceed.

3.2 TASK 2: CORE TEAM TRAINING

The Contractor and County shall perform the following work during this Task 2:

Contractor will provide remote instructor-led training for County Core Team members that focuses on the associated administration and configuration toolsets for the EHPIMS.

The Core Team shall comprised of lead administrative, technical support, and subject matter expert within County staff.

3.2.1 Subtask 2.1: Prepare Core Team Training Plans

Initial instructor-led training shall be the responsibility of the Contractor and developed based, in part, on County input. Contractor shall evaluate the needs of the various User groups to be trained. The User groups may be changed from time-to-time, as determined by the County.

The Core Team Training Plan shall include:

1. Curriculum Plan that describes components, materials, learning objectives, and hours of required training for each User group.

2. Training locations, site preparation plans, provision and installation of all necessary equipment for the training sites.

3. Preliminary schedule for training, based on EHPIMS implementation schedule and any identified County constraints for staffing, and resources for training. Contractor will work with County stakeholders to schedule each training at the appropriate timing in the project.

The Contractor shall provide all training and Core Team Training Materials to County-specified Users. The Contractor shall provide training at the County's offices or other location(s) approved by County's Project Director. Training courses provided through Accela University are delivered via remote instruction.

3.2.1.1 Deliverable 2.1.1: Core Team Training Plans

The Contractor shall provide the new EHPIMS Training Plans as described in Subtask 2.1 (Prepare Core Team Training Plans).

3.2.2   Subtask 2.2: Prepare Core Team Training Materials

The Contractor shall provide Deliverable 2.2. (Core Team Training Materials), including procedures for accessing Contractor-provided EHPIMS support resources. The Core Team Training Materials shall be provided at least thirty (30) days prior to the start of Task 12 (Phase 4 - Implementation).

Contractor will prepare all training plans and materials in accordance with this Statement of Work. It will be the responsibility of the County Project Manager to coordinate appropriate training attendee/attendee groups per the instruction of the Contractor. The core team training can be recorded for those who are unable to attend.

The Contractor shall provide Core Team Training Materials to County-specified Users.

The Contractor shall provide and maintain all Core Team Training Materials in electronic copy format for each training session, consistent with the Curriculum Plan described in Deliverable 2.2.1 (Core Team Training Materials).

The Contractor shall provide electronic copy Documentation to each User prior to the first day of any training sessions.

The Contractor shall provide the County with master copies of all training materials. The Core Team Training Materials shall be clear and understandable to both Users and technical staff.

The Contractor shall provide County access to the Accela Learning Management System (LMS) to the staff users who will require the online training content.

3.2.2.1   Deliverable 2.2.1: Core Team Training Materials

The Contractor shall provide the County with Core Team Training Materials in accordance with Subtask 2.2.1 (Prepare Core Team Training Materials) and Exhibit A.1 (System Requirements). Core Team Training Materials for Core Team Training shall include:

1.   Master copies in electronic format of all training materials and manuals provided by the Contractor and third parties (e.g., product Contractors);

2.   Electronic copy training materials for each trainee;

3.   Online EHPIMS tutorials and Documentation;

To meet this deliverable, Contractor provides the baseline product Course Guides and Admin guides. The Core Team Training can also be recorded to share with the County.

3.2.2.2   Deliverable 2.2.2:   Learning Management System (LMS) Access (DELIVERABLE)

The Contractor shall provide County access to the Accela Learning Management System (LMS) to the staff users.

3.2.3   Subtask 2.3: Deliver Core Team Training Sessions For All Modules.

Contractor shall deliver the required trainings as set forth in Deliverable 3.2.1.1:

3.2.3.1   Deliverable 2.3.1: Core Team Training (KEY DELIVERABLE)

3.2.3.2   Deliverable 2.3.2: System Admin Usage Training (KEY DELIVERABLE)

3.2.3.3   Deliverable 2.3.3: Database Schema Fundamentals Training (KEY DELIVERABLE)

3.2.3.4   Deliverable 2.3.4: Citizen Access – System Admin Training (KEY DELIVERABLE)

3.2.3.5   Deliverable 2.3.5: Civic Platform 12: GIS Administration Training (KEY DELIVERABLE)

3.2.3.6   Deliverable 2.3.6: Civic Platform 14: User Experience Administration Training (KEY DELIVERABLE)

3.2.3.7   Deliverable 2.3.7: Civic Platform 15: Ad Hoc Reporting Training (KEY DELIVERABLE)

PHASE 4 - REFINE STAGE

3.3   TASK 3: PHASE 4 - REQUIREMENTS GATHERING

The Contractor shall perform the following work during this Task 3:

1. Plan Task with County and stakeholders; and

2. Gather County EHPIMS functional and technical requirements through discovery sessions. Discovery sessions are performed in accordance with the Contractor's implementation methodology during the Refine stage tailoring session meetings with the County.

Tailoring: Accela will conduct sessions with agency personnel to review and tailor the solution components. Sessions are scheduled incrementally, per the identified record groups in the Solution Inventory. During the Accela-facilitated sessions, we will review a subset of the records.

Tailoring sessions for each group generally cover the following topics:
- Review workflow(s) for records within the grouping
- Review Intake in public portal (Citizen Access) to validate items such as data elements, documents, disclaimer, and fees
- Review Intake from back-office (Civic Platform) to validate items such as data elements, documents, and fees
- Review agency level configuration of user groups and calendars

3.3.1   Subtask 3.1: Planning for Requirements Gathering

The Contractor, working in conjunction with County designated stakeholders, shall plan the schedule for the discovery activities in Task 3 (Requirements Gathering) The planning shall include the development of schedules and locations for the appropriate analysis and meetings with the County and others approved by the County, as well as identification of the key participants for each meeting.

3.3.1.1   Deliverable 3.1.1: Requirements Gathering Schedule & Requirements Documentation (KEY DELIVERABLE)

The Contractor shall provide the Requirements Gathering Schedule that describes the proposed number of meetings, names of anticipated participants, proposed agenda(s), and updates to the Contractor's Project Schedule. The updates to the Contractor's Project Schedule will include the detailed Work, schedule, and resources required for completing Task 3 (Requirements Gathering). To complete this Deliverable, Contractor shall also provide documentation of the gathered requirements from the discovery sessions, including the Deliverables needed in Subtask 3.2 (Gather the EHPIMS Requirements) and Task 4 (Requirements Verification and Analysis) set forth below.

Contractor will meet this deliverable by working with the County Project team to identify the schedule and attendees for tailoring sessions. Requirements are expressed (and documented in Jira) as configuration changes against the pre-configured Contractor solutions. Jira is an industry leading work management solution. It will be used to track tasks and implementation deficiencies.

County Project team to attend all related sessions. County representatives from each functional group will be required to attend and provide sample documentation for their functional areas/business requirements. County Project manager to assist with scheduling County functional groups to best suit availability for all involved.

During all Requirements Gathering sessions, County shall make available to show and/or discuss:

1. County Team members and functional roles and responsibilities
2. All pertinent work flows and business processes
3. Example of final documentation of each process
4. Reporting needs and examples of existing reports
5. Review of existing systems or processes if available
6. Completion of EHPIMS configuration documents/templates to configure specific business processes
7. List of critical or prohibitive dates/deadlines for each County team member that could potentially impact project timeline.

3.3.2   Subtask 3.2: Gather the EHPIMS Requirements

The Contractor and County shall conduct tailoring/discovery sessions of all functional and technical requirements. As a result of this subtask, the Contractor and County shall establish a working set of EHPIMS baseline functional and technical requirements that will serve as the basis for EHPIMS design and development. The Contractor and County shall accomplish this by completing the following steps:

1. Reviewing the Contract with Exhibits;

2. Conducting discovery sessions with County staff and County-specified key Users of the EHPIMS to ensure a common understanding of the requirements.

3.3.2.1   Deliverable 3.2.1: Draft Systems Requirements Document (SRD)

The Contractor, with input from the County, shall provide a draft SRD that shall document a preliminary set of functional and technical requirements for the EHPIMS, describing in detail what the EHPIMS must do and other attributes the EHPIMS must have in order to provide and support all services.

To meet this deliverable the Contractor will establish, in consultation with the County, a draft punch list of tailoring items to be completed as part of the configuration and finalization.

Punch List: a list of items that need to be addressed before a deliverable can be deemed complete. A punch list is created at a specific point in time (e.g., once execution of Initial Test duration is completed) and is mutually agreed upon between both parties that the items are valid implementation defects and deemed necessary for deliverable completion. The punch list becomes the focus of remediation and remediation testing. If anything new is found after the punch list is agreed upon and finalized, these items can be fixed as time allows and may be added to the post-go live issue list.

3.4 TASK 4: PHASE 4 - REQUIREMENTS VERIFICATION AND ANALYSIS

Contractor and County shall perform the following work during this Task 4:

1. Plan Task 4 with County and other stakeholders; and
2. Analyze and verify all EHPIMS functional and technical requirements relevant to Phase 4.

These tasks will be met by conducting tailoring sessions.

3.4.1 Subtask 4.1: Planning for Phase 4 Requirements Verification

The Contractor, working in conjunction with County designated stakeholders, shall plan a requirements review and schedule for the Work in Task 4 (Phase 4 Requirements Verification and Analysis). The planning shall include the development of schedules and locations for the appropriate analysis and meetings with County and others approved by County, as well as identification of the key participants for each meeting.

3.4.1.1 Deliverable 4.1.1: Phase 4 Requirements Verification Schedule

The Contractor shall provide the Phase 4 Requirements Verification Schedule that describes the proposed number of meetings, names of anticipated participants, proposed agenda(s), and updates to the Contractor's Project Schedule. The updates to the Contractor's Project Schedule will include the detailed Work, schedule, and resources required for completing Task 4 (Phase 4 Requirements Verification and Analysis).

This deliverable will be met by Contractor working with the County to further build out the schedule to include timeframes and participants for tailoring verification, finalization and conference room checkpoints.

3.4.2 Subtask 4.2: Analyze and Verify the Phase 4 EHPIMS Requirements

The Contractor shall conduct a thorough verification of all functional and technical requirements relevant to Phase 4. The Contractor shall validate all functional and technical requirements, based upon the business requirements provided by the County during requirements gathering, and verify that all requirements have been identified. As a result of this subtask 4.2, the Contractor shall establish a complete set of EHPIMS baseline functional and technical requirements that will serve as the basis for EHPIMS design and development. Contractor shall accomplish this by completing the following steps:

1. Reviewing the Amendment with Exhibits;

2. Conducting any indicated clarification sessions with County staff and County-specified key Users of the EHPIMS to ensure a common understanding of the requirements; and

3. Requesting additional information, as appropriate, to ensure a thorough understanding of the requirements.

The Contractor shall record all functional and technical requirements in the requirements traceability matrix. The Contractor shall ensure that:

1. Additional documentation, such as clarifications, details, and/or examples that help more thoroughly define a requirement, shall be attached to the appropriate requirement(s); and

2. All Requirements Traceability Matrix links between each unique functional and technical requirement and other related functional and technical requirements, including the Exhibits, documents (e.g., clarifications or examples), or other Deliverables.

Contractor will track tailoring requests and work tasks in Jira. The County can leverage Jira to record requirements and link to these Jira tasks appropriately.

Based on requirements gathered from the County, the Contractor shall prepare Deliverable 3.4.2.2 (Phase 4 Requirements Traceability Matrix and Report) that includes any unresolved traceability issues. Deliverable 3.4.2.2 (Phase 4 Requirements Traceability Matrix and Report) shall be used to ensure that all technical requirements can be clearly traced to the business or functional requirements that they must support. The Contractor shall use County-provided business processes, workflows, terminology and nomenclature wherever possible. The Phase 4 Requirements Traceability Matrix and Report can also be used to ensure that all proposed EHPIMS business logic can be traced to the supporting

business need or County objective. This matrix will be used as a quality assurance tool throughout the EHPIMS design and development process and shall be updated by the Contractor as needed for subsequent Work.

3.4.2.1   Deliverable 4.2.1: Phase 4 System Requirements Document (SRD)

Based on requirements gathered from the County, the Contractor shall provide a Phase 4 SRD that shall document the complete set of verified functional and technical requirements for the EHPIMS, describing in detail what the EHPIMS must do and other attributes the EHPIMS must have in order to provide and support all services.

To meet this deliverable the Contractor, in collaboration with the County, will finalize the tailoring punch list. These items will be recorded in a tracking tool (i.e., Atlassian's Jira application), assigned appropriately, and can be tracked to completion.

3.4.2.2   Deliverable 4.2.2: Phase 4 Requirements Traceability Matrix and Report

Based on requirements gathered from the County, the Contractor shall provide a Phase 4 Requirements Traceability Matrix and Report to establish that all links for each functional and technical requirement, as set forth in the Exhibits, documents (e.g., clarifications or examples), or other Deliverables, have been successfully documented. The Contractor shall also indicate any unresolved traceability issues.

Jira will be the source of information for items that must be completed as part of the tailoring process. The County can link Jira work tasks to County-owned requirement tasks in order to meet the traceability requirements.

3.5   TASK 5: PHASE 4 - GENERAL DESIGN

The Contractor shall perform the following work during this Task 5:

Contractor shall provide the General Design which shall describe the features and functions of the EHPIMS, outlining EHPIMS behavior as seen by an external observer, and containing the technical information and data needed for system configuration.

3.5.1   Subtask 3.5.1 Develop Phase 4 General Design

The Contractor shall describe the following EHPIMS architectures based on Deliverable 4.2.1 Phase 4 SRD: functional, application, and data. The Contractor shall document these architectures in Deliverable 5.1.1 (Phase 4 General Design Document) that:

1. Ensures that all EHPIMS features and functions are correctly understood before moving into the EHPIMS detailed configration tasks;
2. State any assumptions, limitations, and constraints used in formulating the EHPIMS architectures;
3. Clearly establishes traceability for each architectural requirement, specification and component to requirements as documented in Deliverable 4.2.1 Phase 4 SRD; and
4. Clearly and unambiguously provides all the information necessary for the detailed configuration of EHPIMS, customizations and enhancements to be delivered and technical infrastructure.

The General Design Document shall include specific information about each EHPIMS architectural requirement, specification and component to include:

1. Functional architecture: a high-level description of the functionality and capabilities of the EHPIMS;
2. Application architecture: a high-level description of the organization of the application into service components, Interface management, and security processing; and
3. Data architecture: a high-level description of the logical design, structure, and implementation of the data needed for EHPIMS functionality and operations.

The Contractor will participate with County at a meeting in person or online in a review of the Phase 4 General Design Document to obtain concurrence between the Contractor and the County, acting reasonably, on the contents of the final Phase 4 General Design Document before proceeding to the next task.

3.5.1.1 Deliverable 5.1.1: Phase 4 General Design Document

The Contractor shall provide a Phase 4 General Design Document to include:

1. Overview: An overview of the proposed EHPIMS general design. Contractor will provide this item via the Solution Inventory (Contractor record list);

2. Architectural Component Descriptions: A description of EHPIMS in terms of its architectural requirements, specifications and

components, highlighting the most important features and capabilities of each, to include: functional architecture, application architecture, and data architecture. This item is provided via the Solution Inventory coupled with product documentation available on Accela Community;

3. General Constraints, Limitations, and Assumptions: Any constraints or limitations discovered or assumptions made in specifying EHPIMS general design. In its design of EHPIMS, the Contractor shall utilize existing business processes and workflows, terminology and nomenclature, and datasets, in order to mitigate the impact on Users. This item will be delivered as part of the configuration items recorded in Jira;

4. Security Design: A description of how security will be implemented and administered in accordance with the specifications in the Phase 4 SRD and the Phase 4 General Design Document. This item is provided as part of the configuration items recorded in Jira and product documentation available on Accela Community;

5. User Interface(s): A description of the Contractor user interface design strategy, describing compliance with related EHPIMS functional and technical requirements and usability features. This is provided via product documentation available on Accela Community;

6. Performance: A discussion of design considerations that may impact EHPIMS performance, to include availability, response time, throughput, data volume, problem complexity, maximum number of concurrent Users, and peak load; and

7. Additional Design Considerations: A description of any other characteristics of the EHPIMS design that were not covered in the prior sections. Components 6 and 7 are provided within the configuration items as documented in Jira.

To meet this Deliverable requirement, Contractor will submit it's Data Dictionary, Cloud Architecture documents, SOC 2, which details security and architecture.

If Deliverable 5.1.1 Phase 4 General Design Document fulfills Phase 5 requirements then Task 15 Phase 5 General Design may be omitted.

3.6 TASK 6: PHASE 4 - TECHNICAL INFRASTRUCTURE PLANNING AND DESIGN

The Contractor shall perform the following work during this Task 6:

The technical infrastructure shall be designed and sized based on County requirements. The EHPIMS shall have a data back up performed on a nightly basis, shall be accessed via a secure browser-based interface or secure mobile application, and shall meet the performance requirements as set forth in the Contract.

3.6.1 Subtask 6.1: Phase 4 Design Technical Infrastructure

The Contractor shall describe the various main Hosted Environments (e.g., Test, Staging, Production, Reporting, etc.) that shall be used throughout the term of the Contract. The Contractor shall document its technical design of the main EHPIMS Hosted Environments to be used for EHPIMS, including a description of the changes from one Hosted Environment to another. The EHPIMS shall include, at a minimum two (2) Hosted Environments:

1. Test – The Hosted Environment for testing shall be comprised of two sub-environments:
    A. – Non Prod 1 (development)

    B. – Non Prod 2 (testing/training)

2. Production – the Hosted Environment for Production Use of the fully tested and integrated EHPIMS accessible by Users.

3.6.1.1 Deliverable 6.1.1: Phase 4 Technical Infrastructure Design Document

The Contractor shall provide a Phase 4 Technical Infrastructure Design Document to include:

1. An overall description of the EHPIMS topology;
2. Specific topology for each EHPIMS Hosted Environment;
3. EHPIMS maintenance strategy;
4. Strategy for ensuring that the EHPIMS shall continue to meet scalability and growth demands throughout the term of the Contract; and
5. System administration and management strategy.

3.6.2 Subtask 6.2: Develop Phase 4 Information Systems Security Plan

The Contractor shall provide the Phase 4 Information Systems Security Plan which shall describe in detail the security strategy. The Contractor shall include a description of the different levels of security, the processes that shall ensure

EHPIMS security meets the County requirements and the roles and responsibilities for managing EHPIMS security. In addition to all other requirements, the Contractor shall specifically comply with the County's information security policies, standards, guidelines, and procedures.

3.6.2.1 Deliverable 6.2.1: Phase 4 Information System Security Plan

The Contractor shall include:

1. Roles and responsibilities of the Contractor, including, without limitation, the Contractor Security Officer;
2. Strategies for complying with all legal requirements in accordance with the Contract;
3. Baseline security measures, risk assessments, and continual monitoring of EHPIMS security;
4. Physical security, hardware security, and software security;
5. Internet security, including information movement.

To meet this Deliverable requirement, Contractor will submit its SOC 2 documentation.

3.7 TASK 7: PHASE 4 - FUNCTIONAL DESIGN AND SYSTEM CONFIGURATION

The Contractor shall perform the following work during this Task 7:

1. Develop and document the functional design of the EHPIMS; and
2. Conduct a meeting for presentation to the County of the EHPIMS functional design.

3.7.1 Subtask 7.1: Phase 4 Functional Design

Based on requirements gathered from the County, the Contractor shall develop the functional design of each system requirement, specification or component in EHPIMS based on both Deliverable 4.2.1 (Phase 4 SRD) and Deliverable 5.1.1 (Phase 4 General Design Document). The functional design will include the requisite data structures, data flows, business logic, user interface design, Interfaces, and algorithms needed for EHPIMS.

Based on requirements gathered from the County, the Contractor shall document the elements of the functional design, such as process models, and use case

analysis. The Contractor shall develop models that achieve the functional requirements of each requirement, specification and component, while describing key constraints, such as performance goals, performance requirements, and infrastructure concerns. The Contractor shall:

1. Describe all functional requirements, specifications and components of the EHPIMS, describing how each will be structured and what functionality will be included in that component.
2. Design the user interface to include specific User controls, layout for major screens, navigation flow, and expected content for each screen, input validation, and data protection.
3. Define the EHPIMS business rules, including formulas and algorithms not documented in the SRD.
4. Define appropriate scenarios (defined through process maps, use cases).
5. Provide functional design traceability to verified requirements.

Contractor will be tailoring a live system based on pre-configured solutions, as such a written design is not produced. Documentation of the live system solution configuration is provided via a configuration report which documents the configuration completed in the system up to that point. At the conclusion of each grouping of processes, the County will have access to the live system to perform unit tests.

For integrations, the Contractor will provide Design Specifications for the integrations in scope of this work prior to development.

The Contractor shall document the EHPIMS functional design in Deliverable 7.1.1 (Phase 4 Functional Design Document). This document shall serve as the detailed functional specification for the EHPIMS design and shall be updated, as appropriate, throughout the term of the Contract, as a part of Hosting and Support Services.

3.7.1.1   Deliverable 7.1.1: Phase 4 Functional Design Document

The Contractor shall provide a Functional Design Document (FDD) to include:

1. High-level summary of the EHPIMS design including a requirement, specification and component decomposition chart and a functional description of each component.
2. Detailed design for each module to include:
    A.   Name and description

B.   Function;

C.   Process;

D.   Interfaces;

E.   Associated reports; and

F.   Data.

3. Description of the user interface to include specific User controls, layout for major screens, navigation flow, and expected content for each screen, input validation, and data protection.
4. Description of the EHPIMS security design.
5. Documentation of scenarios.
6. Provide updated Requirements Traceability Matrix.

If Phase 4 Functional Design Document fulfills Phase 5 requirements, then Subtask 16.1 Phase 5 Functional Design may be omitted.

To meet this deliverable, Contractor will document all configuration tailoring items in Jira, with associated Configuration Reports or Integration Design Specifications.

3.7.2   Subtask 7.2: Phase 4 System and Process Configuration

The Contractor shall configure the System and perform and complete process configuration for the System, in accordance with the functional design of each system requirement, specification or component in EHPIMS based on Deliverable 7.1.1 (Phase 4 Functional Design Document).

The County shall not be required to provide specifications for all integrations specified in Phase 4 Integration Deliverables if specifications are not readily available to the County at the time of Amendment execution and require additional development by third parties. The County reserves the right to submit specifications for integrations until the design specification has been signed off by the County.

Task 3 – Requirements Gathering, Task 4 – Requirements Verification and Analysis, Task 5 – General Design , and Task 6 – Technical Infrastructure Planning & Design will repeat as necessary to meet the deliverables listed below.

For all configuration identified below, the processes in EnvisionConnect will be mapped to the Accela Environment Health Civic Applications, including predefined workflows. Throughout the tailoring sessions, Contractor and County will identify areas to tailor the configuration to meet needs of the County.

3.7.2.1 Deliverable 7.2.1: Phase 4 System and Process Configuration - Fee Schedule (KEY DELIVERABLE)

The Contractor shall initiate and complete System and Process configuration for Fee Schedule.

3.7.2.2 Deliverable 7.2.2: Phase 4 System and Process Configuration - Agency Defined Data Fields (KEY DELIVERABLE)

Based on requirements gathered from the County, the Contractor shall initiate and complete System and Process configuration for Agency Defined Data Fields.

3.7.2.3 Deliverable 7.2.3: Phase 4 System and Process Configuration – Workflows (KEY DELIVERABLE)

Based on requirements gathered from the County, the Contractor shall initiate and complete System and Process configuration for Workflows.

3.7.2.4 Deliverable 7.2.4: Phase 4 System and Process Configuration – Condition Management - Approvals (KEY DELIVERABLE)

Based on requirements gathered from the County, the Contractor shall initiate and complete System and Process configuration for Condition Management - Approvals .

3.7.2.5 Deliverable 7.2.5: Phase 4 System and Process Configuration – Document Types (KEY DELIVERABLE)

Based on requirements gathered from the County, the Contractor shall initiate and complete System and Process configuration for Document Types.

3.7.2.6 Deliverable 7.2.6: Phase 4 System and Process Configuration – Inspections (KEY DELIVERABLE)

Based on requirements gathered from the County, the Contractor shall initiate and complete System and Process configuration for Inspections as follows:

a. Inspection Types
b. Checklists
c. Districts
d. Disciplines
e. Calendars

3.7.2.7 Deliverable 7.2.7: Phase 4 System and Process Configuration – User Group Permissions (KEY DELIVERABLE)

Based on requirements gathered from the County, the Contractor shall initiate and complete System and Process configuration for User Group Permissions.

3.7.2.8 Deliverable 7.2.8: Phase 4 System and Process Configuration – Cashiering and Point of Sale (KEY DELIVERABLE)

Based on requirements gathered from the County, the Contractor shall initiate and complete System and Process configuration for Cashiering and Point of Sale.

3.7.2.9 Deliverable 7.2.9: Phase 4 System and Process Configuration – Citizen Access Portal (KEY DELIVERABLE)

Based on requirements gathered from the County, the Contractor shall initiate and complete System and Process configuration for Citizen Access Portal.

3.7.2.10 Deliverable 7.2.10: Phase 4 System and Process Configuration – Amendment Records (KEY DELIVERABLE)

Based on requirements gathered from the County, the Contractor shall initiate and complete System and Process configuration for Amendment Records.

3.7.2.11 Deliverable 7.2.11: Phase 4 System and Process Configuration – Report Branding (KEY DELIVERABLE)

Based on requirements gathered from the County, the Contractor shall initiate and complete System and Process configuration for Report Branding.

3.7.2.12 Deliverable 7.2.12: Phase 4 System and Process Configuration – Document Services (KEY DELIVERABLE)

Based on requirements gathered from the County, the Contractor shall initiate and complete System and Process configuration for Document Services.

3.7.2.13 Deliverable 7.2.13: Phase 4 System and Process Configuration – Notifications (KEY DELIVERABLE)

Based on requirements gathered from the County, the Contractor shall initiate and complete System and Process configuration for Notifications.

3.7.2.14 Deliverable 7.2.14: Phase 4 System and Process Configuration – Accela Mobile (KEY DELIVERABLE)

Based on requirements gathered from the County, the Contractor shall initiate and complete System and Process configuration for Accela Mobile.

3.7.2.15 Deliverable 7.2.15: Phase 4 System and Process Configuration – Accela GIS (KEY DELIVERABLE)

Based on requirements gathered from the County, the Contractor shall initiate and complete System and Process configuration for Accela GIS.

PHASE 4 - DEVELOP STAGE

3.7.2.16 Deliverable 7.2.16: Phase 4 Integration – FIS Payment Processing (KEY DELIVERABLE)

Based on requirements gathered from the County and referenced in Attachment C-2 Interface Specifications for EHPIMS Upgrade to Accela Environmental Health, the Contractor shall initiate and complete integration of FIS Payment Processing.

3.7.2.17 Deliverable 7.2.17: Phase 4 Integration – TTC Collections (KEY DELIVERABLE)

Based on requirements gathered from the County and referenced in Attachment C-2 Interface Specifications for EHPIMS Upgrade to Accela Environmental Health, the Contractor shall initiate and complete integration of TTC Collections.

3.7.2.18   Deliverable 7.2.18: Phase 4 Integration – Batch Payment Import (KEY DELIVERABLE)

Based on requirements gathered from the County and referenced in Attachment C-2 Interface Specifications for EHPIMS Upgrade to Accela Environmental Health, the Contractor shall initiate and complete integration of Batch Payment Import.

3.7.2.19   Deliverable 7.2.19: Phase 4 Integration – Quick Cashier (KEY DELIVERABLE)

Based on requirements gathered from the County and referenced in Attachment C-2 Interface Specifications for EHPIMS Upgrade to Accela Environmental Health,, the Contractor shall initiate and complete integration of Quick Cashier.

3.7.2.20   Deliverable 7.2.20: Phase 4 Integration – Batch Assessor Ownership Updates (KEY DELIVERABLE)

Based on requirements gathered from the County and referenced in Attachment C-2 Interface Specifications for EHPIMS Upgrade to Accela Environmental Health, the Contractor shall initiate and complete integration of Batch Assessor Ownership Updates.

3.7.2.21   Deliverable 7.2.21: Phase 4 Integration – YELP (KEY DELIVERABLE)

Based on requirements gathered from the County and referenced in Attachment C-2 Interface Specifications for EHPIMS Upgrade to Accela Environmental Health, the Contractor shall initiate and complete integration of YELP.

3.7.2.22   Deliverable 7.2.22: Report Conversion (KEY DELIVERABLE)

Contractor will convert 252 of the County's existing EnvisionConnect reports to work with the Accela Civic Platform. These reports will be converted as is. No formatting or other changes will be made to the reports.

Accela developed a tool to assist in migrating reports from Decade. In the rare case that a report cannot be migrated due to complexity or system dependencies that our toolset cannot handle; these reports will need to be recreated by the Customer or require a change order. Should the Customer wish to rebuild the report, Accela can share the data mappings which will help in performing the development.

3.8 TASK 8: DATA CONVERSION

The Contractor shall perform the following work during this Task 8:

The Contractor shall work with the County to acquire data from its current systems and will provide or develop any programs or scripts required to migrate data.

Once the information has been acquired from the County, Contractor shall load the data, and perform the necessary tests to ensure the data is structured properly and can be used to meet the functional requirements.

The Contractor, working in conjunction with County designated stakeholders, shall plan the schedule for data conversion.

3.8.1 Subtask 8.1: Prepare Data Conversion Plan

The Contractor shall prepare Deliverable 8.1.1 (Data Conversion Plan) that describes how the data conversion solution will be designed, mapped, documented, tested, reconciled, and integrated. The Contractor shall provide detailed updates to the Contractor's Project Schedule reflecting the specific schedule and resource requirements.

3.8.1.1 Deliverable 8.1.1: Data Conversion Plan (KEY DELIVERABLE)

The Contractor shall provide the Data Conversion Plan which shall include:

1. Project Organization: The Contractor shall identify the roles and responsibilities for the data conversion. The Contractor shall indicate how this data conversion effort will be managed and controlled and what procedures will be used for tracking and reporting progress.
2. Project Assumptions and Potential Risks: The Contractor shall document all key assumptions, risks, and plans for data conversion that exist at the initiation of all data conversion Work. The Contractor shall track these assumptions and potential risks regularly.

3. Schedule: The Contractor shall provide a detailed plan for Task 8 (Data Conversion), integrated and consistent with the Contractor's Project Schedule, which describes the Work, schedule, and resources for the data conversion, including any Contractor-proposed milestones, status meetings, reviews, and documentation preparation. Updates to this schedule shall be reflected in the Contractor's Project Schedule.

4. Implementation Deficiency Tracking: The Contractor shall describe the following:

    A. Implementation Deficiency tracking: The Contractor shall describe how the Contractor tracks and resolves data issues encountered. (See Appendix A for Implementation Deficiency definition and severity)

5. Validation Strategy: The Contractor shall document the strategy for data conversion validation, including the following:

    A. Validation Approach: The Contractor shall describe its approach for planning and executing validation, both incrementally during development and for the entire product before delivery to the County.

    B. Validation Schedule: The Contractor shall include all proposed tasks and major validation milestones. The Contractor shall also integrate these dates with the schedule in the Contractor's Project Schedule.

3.8.2   Subtask 8.2: Execution of Data Conversion Plan

The Contractor shall conduct scheduled execution of the Data Conversion Plan to convert data and reflect in the Contractor's Project Schedule and that any issues are identified and resolved in a timely fashion. The execution of the Data Conversion Plan will be an incremental repeatable process to load all required data.

3.8.2.1   Deliverable 8.2.1: Data Conversion Report

The Contractor shall provide to the County a written Data Load and Reconciliation Report and Certification. This Report and Certification shall serve as documentation that all of the necessary data has been loaded, and can be used to meet the functional requirements.

PHASE 4 - DEPLOY STAGE

3.9   TASK 9: PHASE 4 - TESTING

The Contractor shall perform the following work in this Task 9:

After all development work has been completed, the system is ready for Phase 4 User Acceptance Testing (UAT) and Phase 4 End User Training.

3.9.1   Subtask 9.1: Develop Phase 4 General Test Plan

The Contractor, along with input and test scenarios submitted from the County, shall prepare Deliverable 9.1.1 (Phase 4 General Test Plan) that describes the overall approach to testing the EHPIMS, including integration testing, system testing, and Phase 4 User Acceptance Testing (UAT). The Phase 4 General Test plan shall include, at a minimum, each of the following types of testing:

1. Unit Testing
2. Smoke Testing
3. Functional Testing
4. Regression Testing
5. Integration Testing of System Workflows
6. System Acceptance Testing

Contractor QA conducts Performance/Load Testing on Accela releases.

Hardware and Software requirements are included in Accela Release Notes; the project will inherently comply with these in the SaaS framework.

Contractor shall include:

1. Overall test approach, including a summary of techniques to be used.
2. Roles and responsibilities for the Contractor's EHPIMS test team members, for functional, technical, and training purposes.
3. Testing schedule, including all proposed Work and major testing milestones. Contractor shall also integrate these dates with the schedule in the Contractor's Project Schedule.
4. Approach to validating that all requirements have been tested and verified.
5. Configuration of EHPIMS Hosting Environments used for each specific level of testing.

Deliverable 9.1.1: Phase 4 General Test Plan (KEY DELIVERABLE)

> The Contractor, working with County, shall provide the General Test Plan in accordance with Subtask 9.1 (Develop Phase 4 General Test Plan).

3.9.2   Subtask 9.2: Conduct Tests of the System

Contractor, with the assistance and cooperation from County as needed, shall perform all tests of the System, together with all other system components, identified in, and in accordance with, the Phase 4 General Test Plan and shall certify in writing as to the successful completion of all such tests in the Phase 4 General Test Summary Report.

3.9.2.1   Deliverable 9.2.1: Phase 4 General Test Summary Report

The Contractor shall provide the Phase 4 General Test Summary Report, which summarizes all Work, types of tests, and results of the system testing to allow the County to assess the system test outcome. This Phase 4 General Test Summary Report shall include:

1. Summary of all tests conducted during system testing;
2. Summary of results;
3. Summary of each implementation deficiency identified by the Contractor or the County, its corrective action status, date of completion of each correction, and date of the County's Project Director approval of each correction, as applicable; and
4. Justification for moving to UAT.

Implementation deficiency, also known as defect or bug, is defined as any instance where the system is not behaving per the approved specification and/or final configuration report. Please refer to Appendix A for further definition and severities.The County's Project Director approval of this Deliverable 9.2.1 is required prior to the Contractor proceeding to Subtask 9.3 (Phase 4 User Acceptance Testing).

3.9.3   Subtask 9.3: Phase 4 User Acceptance Testing

Phase 4 User Acceptance Testing (UAT) is a major project milestone during which the County, with the assistance of the Contractor, comprehensively tests EHPIMS against the Specifications with County data loaded to determine if EHPIMS is ready for Implementation.

The Contractor shall provide a Phase 4 Recommended User Acceptance Test Plan to include:

1. A description of proposed functional testing areas to be conducted during Phase 4 UAT;
2. A description of tools, environments, and controls to be used during Phase 4 UAT;
3. A proposed test schedule;
4. A description of the Contractor and the County roles, responsibilities, and resources needed to perform Phase 4 UAT;
5. A proposed training agenda and schedule for Phase 4 UAT team;
6. A process for Phase 4 UAT problem reporting, tracking, and resolution process;
7. A proposed approach for the correction of implementation deficiencies identified by the Contractor or the County during Phase 4 UAT; and
8. The Contractor shall provide the above to the County in Deliverable 9.3.1 (Phase 4 Recommended User Acceptance Test Plan).

The Contractor shall provide environment to be used during Phase 4 UAT. The Contractor shall establish a User Acceptance Testing environment for the System, including data, which allows end user testing to verify and validate in accordance with the requirements in Exhibit C-1 (Functional and Technical Requirements), Attachment C-2 (Interface Specifications for EHPIMS Upgrade to Accela Environmental Health), and all other requirements included in or referenced in Exhibit B-1 (Statement of Work), and end-to-end workflow.

Contractor shall assist and cooperate with County as needed during the preparation of the User Acceptance Test Plan and shall review and comment on such Plan to assist County with its objective to develop a thorough User Acceptance Test Plan that will provide assurance that the EHPHIMS, together with all other System components, performs in accordance with the System Requirements and other Specifications. The County and Contractor shall incorporate and manage all County-developed scenarios, together with the related procedures, and verify traceability between scenario/procedures to the Specifications throughout the term of the Contract. The Contractor shall update Deliverable 9.3.2 (Phase 4 User Acceptance Test Procedures/Scenarios Inventory Report) and provide update to the County from time-to-time as agreed upon by the parties. The Contractor shall assist the County Project Team with the integration of County-developed scenarios.

During Phase 4 UAT, Contractor shall provide support to County, including configuration of the Hosted Environment for testing, training on testing tools or processes for County Phase 4 UAT team, management of test results, and performance of any corrective actions in the case of identified implementation deficiencies by the Contractor or the County as such implementation deficiencies are within the control of the Contractor to correct. The County will record all Phase 4

UAT results, and Contractor shall prepare the reports that include a record of all successes, failures, and corrective actions taken by Contractor.

The duration of UAT is planned as follows:

Test Execution (County) and Remediation (Contractor)	8 weeks
Completion of Remediation Punch List (Contractor)	1 week
Remediation Testing (County)	2 weeks
Total UAT Duration	**11 weeks**

The following describes the activity in each duration above:

- Test Execution: a phase where the County runs through every test case and logs all issues in the issue tracker. Contractor will remediate all Critical, High and Medium severity implementation deficiencies during this time unless the County agrees otherwise. At the end of the test execution period, the County and Contractor will prioritize implementation deficiencies that are required for completion of UAT and entry to go-live.

- Remediation of punch list: Contractor will remediate the implementation deficiencies prioritized from the completion of Test Execution.

- Remediation Testing: County will perform retesting to confirm the implementation deficiencies are resolved. Execution of new test cases is not done during this time.

The Contractor shall provide Deliverable 9.3.3 (Phase 4 User Acceptance Test Weekly Status Reports) which summarizes all aspects of Phase 4 UAT performed during that week, including any implementation deficiencies identified by the Contractor or the County, corrected, and still outstanding. Reports shall be due weekly for the entire period of the Phase 4 UAT. The Contractor shall document the review and acceptance of test materials, Work, and results at weekly meetings with the County.

County shall deliver Phase 4 UAT test results in a timely manner and in accordance with the testing and resulting schedule that are mutually agreed upon by both parties in Deliverable 9.3.3 (Phase 4 User Acceptance Test Weekly Status Reports).

The County will notify the Contractor of any implementation deficiencies identified by County during Phase 4 UAT. For each implementation deficiency identified by the

Contractor or the County, the Contractor shall provide a corrective action plan, which shall include:

1.   Description of each implementation deficiency and its root cause;
2.   Business processes, EHPIMS functions, and/or Interfaces impacted;
3.   Description of all potential risks to EHPIMS, including implementation, and mitigation strategy for EHPIMS;

The Contractor shall schedule and participate in a meeting with the County to review the results of Phase 4 UAT and determine whether the Contractor has met all County requirements for EHPIMS design and development prior to the start of Task 10 (Phase 4 - Implementation Preparaton).

The Contractor shall provide Deliverable 9.3.4 (Phase 4 User Acceptance Test Certification of Successful Completion) to the County certifying that all known implementation deficiencies identified by the Contractor or the County have been corrected by the Contractor, in accordance with this SOW and that all corrections have been approved by the County's Project Director. The County's Project Director approval of Deliverable 9.3.4 (Phase 4 User Acceptance Test Certification of Successful Completion) will indicate the completion of Subtask 9.3 (Phase 4 User Acceptance Testing) and the Contractor may commence Task 10 (Phase 4 - Implementation Preparation).

The Contractor shall correct all Critical, High and Medium severity implementation deficiencies in accordance with this SOW prior to the start of Task 12 (Phase 4 - Implementation). County may agree to defer lower priority implementation deficiencies to post go live.

3.9.3.1   Deliverable 9.3.1: Phase 4 Recommended User Acceptance Test Plan (KEY DELIVERABLE)

The Contractor shall provide a Phase 4 Recommended User Acceptance Test Plan which shall include:

1.   Description of proposed tests to be conducted during Phase 4 UAT;
2.   Tools, environments, and controls to be used during Phase 4 UAT;
3.   Proposed test schedule;
4.   Contractor roles, responsibilities, and resources in performing Phase 4 UAT;
5.   Training plan and schedule for Phase 4 UAT team;

6.   Implementation deficiency reporting, tracking, and correction process; and

7.   Approach to correcting implementation deficiencies identified during Phase 4 UAT.

3.9.3.2   Deliverable 9.3.2: Phase 4 User Acceptance Test Procedures / Scenarios Inventory Report

The Contractor shall provide the Phase 4 UAT Procedures/Scenarios Inventory Report which shall include an inventory of all County-developed scenarios, together with the related procedures and verify traceability between scenario/procedures to EHPIMS requirements.

The County is responsible for developing the test scenarios, however the Contractor and the County will work together totrace back to County requirements.

3.9.3.3   Deliverable 9.3.3: Phase 4 User Acceptance Test Weekly Status Reports

The Contractor shall provide UAT Weekly Status Reports throughout UAT period. Each Report shall include:

1. Summary of all tests conducted during Phase 4 UAT;
2. Summary of test results;
3. Summary of each implementation deficiency identified by Contractor or County. The summary shall include for each implementation deficiency:
    A. Description of each implementation deficiency and its root cause;
    B. Business processes, EHPIMS functions, and/or Interfaces impacted;
    C. Corrective action plan, test scenarios, and implementation approach;
    D. Schedule for completion of each corrective action and resources required/assigned;
    E. Status of each corrective action;
    F. Date of completion of each correction; and
    G. Date of the County's Project Director/designee's approval of each correction, as applicable.

4. Documentation of the review of the previous week's Phase 4 UAT Weekly Status Report with the County, including agenda, attendees, action items, and supporting documentation.

3.9.3.4 Deliverable 9.3.4: Phase 4 User Acceptance Test Certification of Successful Completion

The Contractor shall provide a Phase 4 User Acceptance Test Certification of Successful Completion to County within ten (10) days after successful completion of Phase 4 UAT, certifying that: (i) all requirements traceability to all tests and test results have been verified by the County, (ii) implementation deficiencies identified by the Contractor or the County have been corrected by the Contractor and approved by County's Project Director in accordance with this SOW, as described in Subtask 9.3 (Phase 4 User Acceptance Testing), and (iii) all other Phase 4 UAT–related Work have been completed.

The County's Project Director approval of this Deliverable 9.3.4 shall indicate the completion of Subtask 9.3 (Phase 4 User Acceptance Testing) and will allow Contractor to proceed with Task 10 (Phase 4 - Implementation Preparation).

3.10 TASK 10: PHASE 4 - IMPLEMENTATION PREPARATION

The Contractor shall perform the following work during this Task 10:

The Contractor shall initiate planning for Implementation of EHPIMS.

1. Develop the Implementation Master Plan that includes the strategy, resources, and schedule for Implementation of EHPIMS;
2. Develop Phase 4 EHPIMS Training Plans that describe how the Contractor shall provide training for all County-specified Users, including County support staff;
3. Provide all Documentation in electronic format, and on read-only medium, as specified by County, prior to the start of Task 12 (Phase 4 – Implementation);
4. Review and update the PCD and Technical Infrastructure Design Document;
5. Prepare Phase 4 EHPIMS Training Materials in accordance with Deliverable 11.2.1 (Phase 4 Train-the-Trainer Training Materials);
6. Establish the procedures for informing the County of any issues that will affect EHPIMS in complying with the Specifications, and including meeting the performance requirements; and
7. Prepare EHPIMS for Implementation and operations, ensuring that all support and operational procedures, tools, and facilities are in place and operational in

accordance with the schedule in Deliverable 10.1.1 (Phase 4 Implementation Master Plan).

3.10.1   Subtask 10.1: Prepare Phase 4 Implementation Master Plan

The Contractor, in consultation with County, shall develop Deliverable 10.1.1 (Phase 4 Implementation Master Plan), including a description of preparation Work to be included in Task 10 (Phase 4 Implementation Preparation), and the schedule to ensure that all Hosting Services, Support Services and sites are fully operational by the end of Task 10 (Phase 4 - Implementation Preparation). The Contractor shall also reference any additional plans, developed during this Task 10 (Phase 4 – Implementation Preparation), in Deliverable 10.1.1 (Phase 4 Implementation Master Plan).

The Contractor shall propose an Implementation approach that describes the size and complexity of the User population, taking into account any transition and productivity concerns, hardware/technical considerations, and logistical, training, or Implementation support issues. The Contractor shall document its approach for Implementation Work in Deliverable 10.1.1 (Phase 4 Implementation Master Plan). The Contractor shall provide an Implementation work plan that provides a detailed schedule and required resources for both Contractor and County. Contractor must obtain County's Project Director approval of this plan prior to the start of subtask 10.2 (Prepare Phase 4 Documentation).

The Contractor will assist the County's SME's in providing implementation support on the day of go-live. Contractor shall provide fully-trained support staff involved in the Implementation to provide direct User support for the EHPIMS System. Contractor shall provide support staff personnel based on the needs of the county.

The Contractor shall minimize any disruption to County staff in the normal operation of business.

The Contractor shall describe the process for issue identification, tracking, and resolution that sets forth how the Contractor shall work with the County to track, manage, resolve, and/or mitigate any issues arising throughout the Implementation of EHPIMS.

3.10.1.1   Deliverable 10.1.1: Phase 4 Implementation Master Plan

The Contractor shall provide the Phase 4 Implementation Master Plan which shall document the strategy, plan, and resources needed for the Implementation of EHPIMS, including:

1. Roles and responsibilities of Contractor staff.

2. Roles and responsibilities of the County staff.
3. Implementation work plan that includes schedule and resources required.
4. Installation, configuration, and testing for EHPIMS Hosted Environments and databases.
5. Approach for support of offices as they begin to use EHPIMS.
6. Contingency plan(s) if, at any point during Implementation, EHPIMS fails to meet or comply with County requirements for functionality, availability, response time, and other performance.

The Contractor shall provide an updated PCD and Technical Infrastructure Design Document.

3.10.2   Subtask 10.2: Prepare Phase 4 Documentation

The Contractor shall provide all Documentation in electronic format, and on read-only medium, as specified by County, prior to the start of Task 12 (Phase 4 - Implementation).

3.10.2.1   Deliverable 10.2.1: Phase 4 Documentation
1. User manuals;
2. Online help, both general and context sensitive;
3. Orientation and training materials and manuals; and

3.11   TASK 11: PHASE 4 - TRAIN-THE-TRAINER

Initial instructor-led training shall be the responsibility of the Contractor and developed based, in part, on County input. Contractor shall evaluate the needs of the various User groups to be trained. The User groups may be changed from time-to-time, as determined by the County.

3.11.1   Subtask 11.1: Phase 4 Train-the-Trainer Training Preparation

The Train-the-Trainer Training Plan shall include:

1. Curriculum Plan that describes components, materials, learning objectives, and hours of required training for each User group.

2. Training locations, site preparation plans, provision and installation of all necessary equipment for the training sites.
3. Preliminary schedule for training, based on EHPIMS implementation schedule and any identified County constraints for staffing, and resources for training.

The Contractor shall provide all training and Training Materials to County-specified Users. The Contractor shall provide Train-the-Trainer Training at the County's offices or other location(s) approved by County's Project Director.

Deliverable 11.1.1: Phase 4 Train-the-Trainer Training Plans (KEY DELIVERABLE)

The Contractor shall provide the new Phase 4 Train-the-Trainer Training Plans as described in Subtask 11.1 (Phase 4 Train-the-Trainer Training Preparation).

3.11.2   Subtask 11.2: Prepare Phase 4 Train-the-Trainer Training Materials

The Contractor shall provide:

1. Deliverable 11.2.1 (Phase 4 Train-the-Trainer Training Materials), including procedures for accessing Contractor-provided EHPIMS support resources such as tutorials and documentation.
2. Training materials al least thirty (30) days prior to the start of the Task 12 (Phase 4 - Implementation).
3. Phase 4 Train-the-Trainer Training Materials to County-specified Users.
4. And maintain all Phase 4 Train-the-Trainer Training Materials in electronic copy format for each training session, consistent with the Curriculum Plan described in Deliverable 11.2.1 (Phase 4 Train-the-Trainer Training Materials).
5. Electronic copy Documentation to each User prior to the first day of any training sessions.
6. The County with master copies of all training materials. The Phase 4 Train-the-Trainer Training Materials shall be clear and understandable to both Users and technical staff.

3.11.2.1   Deliverable 11.2.1: Phase 4 Train-the-Trainer Training Materials

The Contractor shall provide the County with Phase 4 Train-the-Trainer Training Materials in accordance with Subtask 11.2.1 (Prepare Phase 4 Train-the-Trainer Training Materials).

Training materials are product-based Course Guides that can be leveraged and customizable by the County for End User Training purposes.

3.11.3 Subtask 11.3: Deliver Phase 4 Train-the-Trainer Training Sessions For All Modules.

Contractor shall deliver the required trainings as set forth in Deliverable 11.3.1 – 11.3.2:

Contractor shall deliver the following required training.

3.11.3.1 Deliverable 11.3.1: Deliver Civic Platform 12: Mobile Office Train-the-Trainer Training (KEY DELIVERABLE)

3.11.3.2 Deliverable 11.3.2: Deliver Civic Platform 18: Train-the-Trainer Training – (KEY DELIVERABLE)

3.12 TASK 12: PHASE 4 - IMPLEMENTATION

Contractor shall perform the following work during this Task 12:

The Contractor shall implement the EHPIMS in accordance with the County-approved updated Deliverable 10.1.1 (Phase 4 Implementation Master Plan).

1. Train County-specified Users;
2. Conduct on-site or virtual working sessions and Implementation Support;
3. Prepare interim and final reports documenting the results of Implementation; and
4. Achieve County's Project Director approval of the successful completion of Implementation.

3.12.1 Subtask 12.1: Phase 4 Execution and Completion of Implementation

After the County's Project Director approval of Deliverable 12.2.2 (Phase 4 End User Training Report), Contractor shall bring the Hosted Environments online for Production Use in accordance with the accepted schedule.

Prior to the completion of Task 12 (Phase 4 Implementation), the Contractor shall provide to the County evidence, including supporting documentation, that all requirements for Implementation have been successfully met. Contractor shall also

provide supporting documentation that custom functionality, Interface(s) and reports have been completed and successfully delivered. The Contractor shall conduct a review of Deliverable 12.3.1 (Phase 4 Implementation Report) with County at a meeting.

Contractor shall evaluate the status of each implementation deficiency identified by Contractor or County, and shall include for each implementation deficiency:

1. Description of each implementation deficiency and its root cause;
2. Business processes, EHPIMS functions, and/or Interfaces impacted;
3. Corrective action plan, test scenarios, and Implementation approach;
4. Schedule for completion of each corrective action and resources required/assigned;
5. Status of each corrective action;
6. Date of completion of each correction; and
7. Date of County's Project Director's approval of each correction, as applicable.

3.16.2.1   Deliverable 12.1.1: Phase 4 Implementation Report

The Contractor shall provide the Phase 4 Implementation Report documenting the successful completion of Task 12 (Phase 4 - Implementation), including:

1. Summary of Task 12 (Phase 4 - Implementation) Work, results, and outcomes;
2. Summary of each implementation deficiency identified by the Contractor or the County. The summary shall include for each implementation deficiency:
   A. Description of each implementation deficiency and its root cause;
   B. Business processes, the EHPIMS functions, and/or Interfaces impacted;
   C. Corrective action plan, test scenarios, and Implementation approach;
   D. Schedule for completion of each corrective action and resources required/assigned;
   E. Status of each corrective action;
   F. Date of completion of each correction; and
   G. Date of County's Project Director approval of each correction, as applicable.
3. Summary of lessons learned; and
4. Recommendations for any improvements to the EHPIMS.

The Contractor shall provide an updated Phase 4 Requirements Traceability Matrix which shall include the status of each functional, technical, and training requirement.

3.16.2.2   Deliverable 12.1.2.: Phase 4 Custom Functionality, Interface(s), Reports

The Contractor shall also provide all supporting documentation that custom functionality, Interface(s) and reports have been completed and successfully delivered.

Contractor will meet this deliverable by providing the Interface Specifications, code and a hand off session for interfaces. Migrated report files containing the code will also be handed over.

3.16.2.3   Deliverable 12.1.3: Phase 4 Acceptance Certification

The Contractor shall provide the Phase 4 Acceptance Certification, certifying: (i) successful completion of implementation and that Contractor has completed all work necessary for all modules of EHPIMS to be available for Production Use by all Users; (ii) implementation deficiencies identified by the Contractor or the County have been corrected by Contractor in accordance with this SOW; (iii) corrections of such implementation deficiencies have been approved by County Project Director; and (iv) following County Project Director approval of all such corrections, the EHPIMS as a whole has performed <u>for thirty (30) consecutive days</u> in compliance with the Specifications, including all performance requirements. The Phase 4 Acceptance Certification shall also document the review with County of Deliverable 12.3.1 (Phase 4 Implementation Report), including agenda, attendees, action items and supporting documentation.

The County requires thirty (30) days to approve this Deliverable 12.3.3. County approval of this Deliverable 12.3.3 shall signify Phase 4 Acceptance of the EHPIMS by County. The 30 day acceptance approval period does not delay the start of Phase 5. Work on Phase 5 can begin before 30 day acceptance approval if mutually agreed upon.

The Contractor shall provide an updated PCD, Requirements Traceability Matrix, User Training Plans, and any other applicable documents.

3.16.2.4   Deliverable 12.1.4: Post Go Live Support and Transition to Accela Support

During the two-week post go-live support period following completion of Phase 4 Acceptance Certification, Contractor will provide Tier 3 support to address issues and provide consultative advice. The County performs the functions of Tier 1 and Tier 2 support.

At the end of the post go-live support for Phase 4, the County will transition to Customer Support.

PHASE 5

The Define for phase 5 is already completed as part of the Phase 4 Define.

PHASE 5 - REFINE STAGE

3.13   TASK 13: PHASE 5 – REQUIREMENTS GATHERING

The Contractor shall perform the following work during this Task 13:

1.   Plan Task with County and stakeholders; and
2.   Gather County EHPIMS functional and technical requirements through discovery sessions. Discovery sessions are performed in accordance with the Contractor implementation methodology during the Refine stage tailoring sessions.

3.13.1   Subtask 13.1: Phase 5 Planning for Requirements Gathering

The Contractor, working in conjunction with County designated stakeholders, shall plan the schedule for the discovery Work in Task 13 (Phase 5 Requirements Gathering) The planning shall include the development of schedules and locations for the appropriate analysis and meetings with the County and others approved by the County, as well as identification of the key Phase participants for each meeting.

3.16.2.1   Deliverable 13.1.1: Phase 5 Requirements Gathering Schedule & Requirements Documentation (KEY DELIVERABLE)

The Contractor shall provide the Requirements Gathering Schedule that describes the proposed number of meetings, names of anticipated participants, proposed agenda(s), and updates to the Contractor's Project Schedule. The updates to the Contractor's Project Schedule will include

the detailed Work, schedule, and resources required for completing Task 13 (Phase 5 Requirements Gathering). To complete this Deliverable, Contractor shall also provide documentation of the gathered requirements (Requirements Documentation) from the discovery sessions, including the Deliverables needed in Subtask 3.2 (Gather the EHPIMS Requirements) and Task 14 (Phase 5 Requirements Verification and Analysis) set forth below.

Contractor will meet this deliverable by working with the County Project team to identify the schedule and attendees for tailoring sessions. Requirements are expressed (and documented in Jira) as configuration changes against the pre-configured Contractor solutions.

County Project team to attend all related sessions. County representatives from each functional group will be required to attend and provide sample documentation for their functional areas/business requirements. County Project manager to assist with scheduling County functional groups to best suit availability for all involved.

During all Requirements Gathering sessions, County shall make available to show and/or discuss:

1. County Team members and functional roles and responsibilities
2. All pertinent work flows and business processes
3. Example of final documentation of each process
4. Reporting needs and examples of existing reports
5. Review of existing systems or processes if available
6. Completion of EHPIMS configuration documents/templates to configure specific business processes
7. List of critical or prohibitive dates/deadlines for each County team member that could potentially impact project timeline.

3.13.2   Subtask 13.2: Phase 5 Gather the EHPIMS Requirements

The Contractor and County shall conduct tailoring/discovery sessions of all functional and technical requirements. As a result of this subtask, the Contractor and County shall establish a working set of EHPIMS baseline functional and technical requirements that will serve as the basis for EHPIMS design and development. The Contractor and County shall accomplish this by completing the following steps:

1. Reviewing the Contract with Exhibits;

2. Conducting discovery sessions with County staff and County-specified key Users of the EHPIMS to ensure a common understanding of the requirements.

3.13.2.1 Deliverable 13.2.1: Phase 5 Draft Systems Requirements Document (SRD)

The Contractor, with input from the County, shall provide a draft SRD that shall document a set of functional and technical requirements for the EHPIMS, describing in detail what the EHPIMS must do and other attributes the EHPIMS must have in order to provide and support all services.

To meet this deliverable the Contractor will establish, in consultation with the County, a draft Punch List of tailoring items to be completed as part of the configuration and finalization.

3.14 TASK 14: PHASE 5 - REQUIREMENTS VERIFICATION AND ANALYSIS

Contractor and County shall perform the following work during this Task 14:

1. Plan Task 14 with County and other stakeholders; and
2. Analyze and verify all EHPIMS functional and technical requirements relevant to Phase 5.

These tasks will be met by conducting tailoring sessions.

3.14.1 Subtask 14.1: Planning for Phase 5 Requirements Verification

The Contractor, working in conjunction with County designated stakeholders, shall plan a requirements review and schedule for the Work in Task 14 (Phase 5 Requirements Verification and Analysis). The planning shall include the development of schedules and locations for the appropriate analysis and meetings with County and others approved by County, as well as identification of the key Phaseicipants for each meeting.

3.14.1.1 Deliverable 14.1.1: Phase 5 Requirements Verification Schedule

The Contractor shall provide the Phase 5 Requirements Verification Schedule that describes the proposed number of meetings, names of anticipated participants, proposed agenda(s), and updates to the Contractor's Project Schedule. The updates to the Contractor's Project Schedule will include the detailed Work, schedule, and resources required for completing Task 14 (Phase 5 Requirements Verification and Analysis).

This deliverable will be met by Contractor working with the County to further build out the schedule to include timeframes and participants for tailoring verification, finalization and conference room checkpoints.

3.14.2   Subtask 14.2: Analyze and Verify the Phase 5 EHPIMS Requirements

The Contractor shall conduct a thorough verification of all functional and technical requirements relevant to Phase 5. The Contractor shall validate all functional and technical requirements, based upon the business requirements provided by the County during requirements gathering, and verify that all requirements have been identified. Contractor shall accomplish this by completing the following steps:

1. Reviewing the Amendment with Exhibits;
2. Conducting any indicated clarification sessions with County staff and County-specified key Users of the EHPIMS to ensure a common understanding of the requirements; and
3. Requesting additional information, as appropriate, to ensure a thorough understanding of the requirements.

The Contractor shall record all functional and technical requirements in the requirements traceability matrix. The Contractor shall ensure that:

1. Additional documentation, such as clarifications, details, and/or examples that help more thoroughly define a requirement, shall be attached to the appropriate requirement(s); and
2. All Requirements Traceability Matrix links between each unique functional and technical requirement and other related functional and technical requirements, including the Exhibits, documents (e.g., clarifications or examples), or other Deliverables.

Contractor will track tailoring requests and work tasks in Jira. The County can leverage Jira to record requirements and link to these Jira tasks appropriately.

Based on requirements gathered from the County, the Contractor shall prepare Deliverable 3.14.2.2 (Phase 5 Requirements Traceability Matrix and Report) that includes any unresolved traceability issues. Deliverable 3.14.2.2 (Phase 5 Requirements Traceability Matrix and Report) shall be used to ensure that all technical requirements can be clearly traced to the business or functional requirements that they must support. The Contractor shall use County-provided business processes, workflows, terminology and nomenclature wherever possible. The Requirements Traceability Matrix and Report can also be used to ensure that all proposed EHPIMS business logic can be traced to the supporting business need or County objective. This matrix will be used as a quality assurance tool throughout the

EHPIMS design and development process and shall be updated by the Contractor as needed for subsequent Work.

3.14.2.1   Deliverable 14.2.1: Phase 5 System Requirements Document (SRD)

Based on requirements gathered from the County, the Contractor shall provide a Phase 5 SRD that shall document the complete set of verified functional and technical requirements for the EHPIMS, describing in detail what the EHPIMS must do and other attributes the EHPIMS must have in order to provide and support all services.

To meet this deliverable the Contractor, in collaboration with the County, will finalize the tailoring punch list. These items will be recorded in a tracking tool (i.e., Atlassian's Jira application), assigned appropriately, and can be tracked to completion.

3.14.2.2   Deliverable 14.2.2: Phase 5 Requirements Traceability Matrix and Report

Based on requirements gathered from the County, the Contractor shall provide a Phase 5 Requirements Traceability Matrix and Report to establish that all links for each functional and technical requirement, as set forth in the Exhibits, documents (e.g., clarifications or examples), or other Deliverables, have been successfully documented. The Contractor shall also indicate any unresolved traceability issues.

Jira will be the source of information for items that must be completed as part of the tailoring process. The County can link Jira work tasks to County-owned requirement tasks in order to meet the traceability requirements.

3.15   TASK 15: PHASE 5 - GENERAL DESIGN

The Contractor shall perform the following work during this Task 15:

Contractor shall provide the General Design which shall describe the features and functions of the EHPIMS, outlining EHPIMS behavior as seen by an external observer, and containing the technical information and data needed for system configuration.

3.15.1   Subtask 3.15.1 Develop Phase 5 General Design

The Contractor shall describe the following EHPIMS architectures based on Deliverable 14.2.1 Phase 5 SRD: functional, application, and data. The Contractor

shall document these architectures in Deliverable 15.1.1 (Phase 5 General Design Document) that:

1. Ensures that all EHPIMS features and functions are correctly understood before moving into the EHPIMS detailed configuration tasks;
2. State any assumptions, limitations, and constraints used in formulating the EHPIMS architectures;
3. Clearly establishes traceability for each architectural requirement, specification and component to requirements as documented in Deliverable 4.2.1 Phase 4 SRD; and
4. Clearly and unambiguously provides all the information necessary for the detailed configuration of EHPIMS, customizations and enhancements to be delivered and technical infrastructure.

The General Design Document shall include specific information about each EHPIMS architectural requirement, specification and component to include:

1. Functional architecture: a high-level description of the functionality and capabilities of the EHPIMS;
2. Application architecture: a high-level description of the organization of the application into service components, Interface management, and security processing; and
3. Data architecture: a high-level description of the logical design, structure, and implementation of the data needed for EHPIMS functionality and operations.

The Contractor will participate with County at a meeting in person or online in a review of the Phase 5 General Design Document to obtain concurrence between the Contractor and the County, acting reasonably, on the contents of the final Phase 5 General Design Document before proceeding to the next task.

3.15.1.1   Deliverable 15.1.1: Phase 5 General Design Document

The Contractor shall provide a Phase 5 General Design Document to include:

1. Overview: An overview of the proposed EHPIMS general design. Contractor will provide this item via the Solution Inventory (Contractorrecord list);

2. Architectural Component Descriptions: A description of EHPIMS in terms of its architectural requirements, specifications and components, highlighting the most important features and capabilities of each, to include: functional architecture, application architecture, and data architecture. This item is provided via the Solution Inventory coupled with product documentation available on Accela Community;

3. General Constraints, Limitations, and Assumptions: Any constraints or limitations discovered or assumptions made in specifying EHPIMS general design. In its design of EHPIMS, the Contractor shall utilize existing business processes and workflows, terminology and nomenclature, and datasets, in order to mitigate the impact on Users. This item will be delivered as part of the configuration items recorded in Jira;

4. Security Design: A description of how security will be implemented and administered in accordance with the specifications in the Phase 5 SRD and the Phase 5 General Design Document. This item is provided as part of the configuration items recorded in Jira and product documentation available on Accela Community;

5. User Interface(s): A description of the Contractor user interface design strategy, describing compliance with related EHPIMS functional and technical requirements and usability features. This is provided via product documentation available on Accela Community;

6. Performance: A discussion of design considerations that may impact EHPIMS performance, to include availability, response time, throughput, data volume, problem complexity, maximum number of concurrent Users, and peak load; and

7. Additional Design Considerations: A description of any other characteristics of the EHPIMS design that were not covered in the prior sections. Components 6 and 7 are provided within the configuration items as documented in Jira.

To meet this Deliverable requirement, Contractor will submit it's Data Dictionary, Cloud Architecture documents, SOC 2, which details security and architecture.

If Deliverable 5.1.1 Phase 4 General Design Document fulfills Phase 5 requirements then Task 15 Phase 5 General Design may be omitted.

3.16   TASK 16: PHASE 5 - FUNCTIONAL DESIGN AND SYSTEM CONFIGURATION

The Contractor shall perform the following work during this Task 16:

1. Develop and document the functional design of the EHPIMS; and
2. Conduct a meeting for presentation to the County of the EHPIMS functional design.

3.16.1   Subtask 16.1: Phase 5 Functional Design

If the Phase 4 Functional Design Document fulfills Phase 5 Functional Design Document requirements, then this Subtask 16.1 Phase 5 Functional Design may be bypassed.

Based on requirements gathered from the County, the Contractor shall develop the functional design of each system requirement, specification or component in the EHPIMS based on both Deliverable 14.2.1 (Phase 5 SRD) and Deliverable 15.1.1 (Phase 5 General Design Document). The functional design will include the requisite data structures, data flows, business logic, user interface design, Interfaces, and algorithms needed for the EHPIMS.

Based on requirements gathered from the County, the Contractor shall document the elements of the functional design, such as process models, and use case analysis. The Contractor shall develop models that achieve the functional requirements of each requirement, specification and component, while describing key constraints, such as performance goals, performance requirements, and infrastructure concerns. The Contractor shall:

1. Describe all functional requirements, specifications and components of the EHPIMS, describing how each will be structured and what functionality will be included in that component.
2. Design the user interface to include specific User controls, layout for major screens, navigation flow, and expected content for each screen, input validation, and data protection.
3. Define the EHPIMS business rules, including formulas and algorithms not documented in the SRD.
4. Define appropriate scenarios (defined through process maps, use cases).
5. Provide functional design traceability to verified requirements.

   Contractor will be tailoring a live system based on pre-configured solutions, as such a written design is not produced. Documentation of the live system solution configuration is provided via a Configuration Report which documents the configuration completed in the system up to that point. At the conclusion

of each grouping of processes, the County will have access to the live system to perform unit tests.

For integrations, the Contractor will provide Design Specifications for the integrations in scope of this work prior to development.

The Contractor shall document the EHPIMS functional design in Deliverable 16.1.1 (Phase 5 Functional Design Document). This document shall serve as the detailed functional specification for the EHPIMS design and shall be updated, as appropriate, throughout the term of the Contract, as a part of Hosting and Support Services.

3.16.1.1   Deliverable 16.1.1: Phase 5 Functional Design Document

The Contractor shall provide a Functional Design Document (FDD) to include:

1. High-level summary of the EHPIMS design including a requirement, specification and component decomposition chart and a functional description of each component.
2. Detailed design for each module to include:
    A. Name and description
    B. Function;
    C. Process;
    D. Interfaces;
    E. Associated reports; and
    F. Data.
3. Description of the user interface to include specific User controls, layout for major screens, navigation flow, and expected content for each screen, input validation, and data protection.
4. Description of the EHPIMS security design.
5. Documentation of scenarios.
6. Provide updated Requirements Traceability Matrix.

3.16.2   Subtask 16.2: Phase 5 System and Process Configuration

The Contractor shall then configure the System and perform and complete process configuration for the System, in accordance with the functional design of each system requirement, specification or component in EHPIMS based on Deliverable 16.1.1 (Functional Design).

The County shall not be required to provide specifications for all integrations specified in Phase 5 Integration Deliverables if specifications are not readily available to the County at the time of Amendment execution and require additional development by third parties. The County reserves the right to submit specifications for integrations until the design specification has been signed off by the County.

Task 13 – Phase 5 Requirements Gathering, Task 14 – Phase 5 Requirements Verification and Analysis, and Task 15 – Phase 5 General Design will repeat as necessary to meet the deliverables listed below.

For all configuration identified below, the processes in EnvisionConnect will be mapped to the Accela Environment Health Civic Applications, including predefined workflows. Throughout the tailoring sessions, Contractor and County will identify areas to tailor the configuration to meet needs of the County.

PHASE 5 - DEVELOP STAGE

During the Tailoring process, Accela and the County will discuss areas where automation can be used to supplement the Accela Civic Platform base functionality.

Accela will build the following automations:

Eight (8) Very High Complexity - Exports, Import and complex batches.

Five (5) High Complexity - Batch scripts (e.g., license expiration notice), page flow scripts.

Five (5) Medium Complexity - Event scripts (e.g., auto-assign inspections, populating custom fields from GIS, placing a condition on a record based on custom fields and/or GIS data elements), pre/post-scripts, and scripting expressions (non-wizard based).

> The following list of automations elaborate the specific items to be covered by the very high, high, and medium complexity allocations above.
> - Create up to (15) fee automations (Very High Complexity)
> - System will be able to utilize GIS to aid in distributing inventory into inspection districts. (Very High Complexity)
>   - When a map is altered configure Accela to recalculate the inventory of that district.
> - Billing (High Complexity)
>   - System to automatically create 30/60/90 day bills.
> - Billing at both the owner level and facility level. (Very High Complexity)
>   - Owner with multiple facilities can have all bills sent to the owner address/location.

- o Owner with multiple facilities can have each bill sent to the facility address/location.
- Notify authorized user of outstanding balances at time of facility inspection. (Medium Complexity)
- Mileage Count (Medium Complexity)
  - o You select all these sites to inspect. Create a button to search all the addresses, create a path (based on order of inspections), then show the total mileage.
- Email Automation (Medium Complexity)
  - o Automatically notify Permits & Licensing when a citation service record has been changed to an appeal or hardship waiver.
- Self-Reporting (Very High Complexity)
  - o Public Health Lab, Pumper Truck, Backflow, Body Art, Cottage Food. Some are simple and others complex.
  - o When results are entered, a script will read the record table and add data to the appropriate record type in Accela.
- Exam/Certifications (Very High Complexity)
  - o Create three exams
    - o Body Art
    - o Pool Tech
    - o Cross Connect
- Cross connect testers (every two years) (Very High Complexity)
  - o Track failed exams
  - o Track internal staffs continued education
- System to allow for billing of services for unregulated facilities based on user activity information (e.g. an inspector performs an on-site investigation of a complaint against an unregulated facility and County wants to be reimbursed for their time). (High Complexity)
- Create an alert to notify when adding complaint to a facility that has an active complaint. (Medium Complexity)
- System to allow viewing the results of service request, data entry and/or deletion immediately and notify the requester when accepted and if additional information or correction is required. (High Complexity)
- System to analyze quarterly report results to identify or flag locations that have been pumped more than twice within a 6-month period. (Medium Complexity)
- Create five (5) email notifications (High Complexity)
- GIS   (High Complexity)
  - o System must continue to allow for Weekly Assessor Ownership Update, and maintain historical ownership information in the System.

- Cross Connect (Very High Complexity)
    - System allows the tracking of backflow tester device information including various statuses and testing dates.
- Self-Service Option   (Very High Complexity)
    - System receives lab results via ACA, on samples tested by the Public Health Laboratory.

Contractor will complete all Automations as required above and in the below deliverables, as identified in Exhibit C-1 Function and Technical Requirements

3.16.2.1   Deliverable 16.2.1: Phase 5 System and Process Configuration – Custom Modules and Record Types (KEY DELIVERABLE)

Based on requirements gathered from the County, the Contractor shall initiate and complete the following system and process configurations:

a. Fee Schedules
b. Data Fields
c. Workflows
d. Accela Citizen Access
e. Data Validation

3.16.2.2   Deliverable 16.2.2: Phase 5 Self Reporting – Public Health Lab (KEY DELIVERABLE)

The Contractor shall initiate and complete configuration for the Public Health Lab self reporting.

3.16.2.3   Deliverable 16.2.3: Phase 5 Self Reporting – Pumper Truck (KEY DELIVERABLE)

The Contractor shall initiate and complete configuration for Pumper Truck self reporting.

3.16.2.4   Deliverable 16.2.4: Phase 5 Self Reporting – Backflow Test (KEY DELIVERABLE)

The Contractor shall initiate and complete configuration for Backflow Test self reporting.

3.16.2.5   Deliverable 16.2.5: Phase 5 Self Reporting – Body Art (KEY DELIVERABLE)

The Contractor shall initiate and complete configuration for Body Art self reporting.

3.16.2.6   Deliverable 16.2.6: Phase 5 Self Reporting – Cottage Food (KEY DELIVERABLE)

The Contractor shall initiate and complete configuration for Cottage Food self reporting.

3.16.2.7   Deliverable 16.2.7: Phase 5 Self Reporting – Staff Continuing Education Units (KEY DELIVERABLE)

The Contractor shall initiate and complete configuration for Staff Continuing Education Units self reporting.

3.16.2.8   Deliverable 16.2.8: Phase 5 System and Process Configuration - Exams (KEY DELIVERABLE)

Based on requirements gathered from the County, the Contractor shall initiate and complete System and process configuration for the following exams:

1. Pool Tech exam
2. Cross Connections exam
3. Body Art

3.16.2.9   Deliverable 16.2.9: Phase 5 Automation – Fees (KEY DELIVERABLE)

Based on requirements gathered from the County, the Contractor shall initiate and complete System and process configuration for Fee Automations.

3.16.2.10 Deliverable 16.2.10: Phase 5 Automation – GIS Inventory Distribution (KEY DELIVERABLE)

When a map is altered configure Accela to recalculate the inventory of that district.

3.16.2.11 Deliverable 16.2.11: Phase 5 Automation – Billing (KEY DELIVERABLE)

System to automatically create 30/60/90 day bills.

3.16.2.12 Deliverable 16.2.12: Phase 5 System and Process Configuration – Owner Level or Facility Level Bills (KEY DELIVERABLE)

- Owner with multiple facilities can have all bills sent to the owner address/location.

- Owner with multiple facilities can have each bill sent to the facility address/location.

3.16.2.13 Deliverable 16.2.13: Phase 5 Automation – Outstanding Balance Notifications (KEY DELIVERABLE)

Notify authorized user of outstanding balances at time of facility inspection.

3.16.2.14 Deliverable 16.2.14: Phase 5 Automation – Mileage Count (KEY DELIVERABLE)

After selecting all sites to inspect, create a button to search all the addresses, create a path (based on order of inspections), then show the total mileage.

3.16.2.15 3.16.2.15 Deliverable 16.2.15: Phase 5 Automation – Email (KEY DELIVERABLE)

Automatically notify Permits & Licensing when a citation service record has been changed to an appeal or hardship waiver.

3.16.2.16 Deliverable 16.2.16: Phase 5 Automation – Self Reports (KEY DELIVERABLE)

- Public Health Lab, Pumper Truck, Backflow, Body Art, Cottage Food. Some are simple and others complex.

- When results are uploaded, a script will read the file and parse into the record type in Accela.

3.16.2.17 Deliverable 16.2.17: Phase 5 Automation – Exams and Certifications (KEY DELIVERABLE)

- Create two exams

  o Technician exam (manually) pools

  o Cross connect testers (every two years)

  o Body Art

- Track failed exams

- Track internal staffs continued education

3.16.2.18 Deliverable 16.2.18: Phase 5 Automation – Activity Billing (KEY DELIVERABLE)

System to allow for billing of services for unregulated facilities based on user activity information (e.g. an inspector performs an on-site investigation of a complaint against an unregulated facility and County wants to be reimbursed for their time).

3.16.2.19 Deliverable 16.2.19: Phase 5 Automation – Alerts/Notifications for Active Complaints (KEY DELIVERABLE)

Create an alert to notify when adding complaint to a facility that has an active complaint.

3.16.2.20 Deliverable 16.2.20: Phase 5 Automation – Confirmation and Validation of Record Updates (KEY DELIVERABLE)

System to allow viewing the results of service request, data entry and/or deletion immediately and notify the requester when accepted and if additional information or correction is required.

3.16.2.21 Deliverable 16.2.21: Phase 5 Automation – Flagging of Septic Addresses with Excessive Pumping (KEY DELIVERABLE)

System to analyze quarterly report results to identify or flag locations that have been pumped more than twice within a 6-month period.

6.10.1 Deliverable 16.2.21: Phase 5 Automation – Email based on chose parameters (KEY DELIVERABLE)

System to include email with site/owner information andthe capacity to email based on chosen parameters. For example, reminder regarding regulations, new regulations, emergency situations, etc.

3.16.2.22 Deliverable 6.2.22: Phase 5 System and Process Configuration - Custom Reports (KEY DELIVERABLE)

The project timeline assumes the following seven custom reports will be developed.

- Financial report summarize all transactions for a date range with the option to filter by Program Element, Record Type, EH Office/Speciality Program or all records. Include totals for revenue, refunds, penalties, reversals, amounts sent to liens, amounts sent to collections, debt write-offs and other adjustments by month or for the entire date range.

- Aggregate data across selected individual facilities. For example, selecting 50 different stores and getting their violation counts.

- Identify individuals reporting an excessive number of complaints.

- Identify paid/unpaid citations with facility, ownership, and invoice information

- For Housing Inspection Reports, want to track by unit (not just by violation). Currently, the inspector has to write comments to list the specific units to help the owner know where to address his/her efforts. The objective is to verify that repairs are done in a particular unit. Need to show both methods, units per violation and violations per unit.

- System to automatically create 30 day/ 60 day/ 90-day bills.

- Billing at both the owner level and the facility level.

Changes to the report specifications after approval can negatively impact project progress and the overall schedule. Therefore, changes to the report specifications after approval would require change control and an analysis by Contractor to determine the level of effort required, and if a change order would be required to complete the work.

If the County chooses to modify a standard report, this will require custom report development and will be assigned to one of the report complexities above based on the changes requested.

3.16.2.23 Deliverable 16.2.23: Phase 5 Integration – EPIC LA (KEY DELIVERABLE)

Based on requirements gathered from the County and referenced in Attachment C-2 Interface Specifications for EHPIMS Upgrade to Accela Environmental Health, the Contractor shall initiate and complete integration of EPIC LA.

3.16.2.24 Deliverable 16.2.24: Phase 5 Integration – Docusign (KEY DELIVERABLE)

Based on requirements gathered from the County and referenced in Attachment C-2 Interface Specifications for EHPIMS Upgrade to Accela Environmental Health, the Contractor shall initiate and complete integration of Docusign.

3.16.2.25 Deliverable 16.2.25: Phase 5 Integration – Employee Self Service (KEY DELIVERABLE)

Based on requirements gathered from the County and referenced in Attachment C-2 Interface Specifications for EHPIMS Upgrade to Accela Environmental Health, the Contractor shall initiate and complete integration of Employee Self Service.

3.16.2.26 Deliverable 16.2.26: Phase 5 Integration – Outlook (KEY DELIVERABLE)

Based on requirements gathered from the County and referenced in Attachment C-2 Interface Specifications for EHPIMS Upgrade to Accela Environmental Health, the Contractor shall initiate and complete integration of Outlook.

3.16.2.27 Deliverable 16.2.27: Phase 5 Integration – Bluebeam (KEY DELIVERABLE)

Based on requirements gathered from the County and referenced in Attachment C-2 Interface Specifications for EHPIMS Upgrade to Accela Environmental Health, the Contractor shall initiate and complete integration of Bluebeam.

PHASE 5 - DEPLOY STAGE

3.17   TASK 17: PHASE 5 - TESTING

After all development work has been completed, the system is ready for Phase 5 User Acceptance Testing (UAT) and Phase 5 End User Training.

The Contractor shall perform the following work in this Task 17:

3.17.1   Subtask 17.1: Develop Phase 5 General Test Plan

The Contractor, along with input and test scenarios submitted from the County, shall prepare Deliverable 9.1.1 (Phase 4 General Test Plan) that describes the overall approach to testing the EHPIMS, including integration testing, system testing, and Phase 4 User Acceptance Testing (UAT). The Phase 4 General Test plan shall include, at a minimum, each of the following types of testing:

1. Unit Testing
2. Smoke Testing
3. Functional Testing
4. Regression Testing
5. Integration Testing of System Workflows
6. System Acceptance Testing

Contractor's QA team runs Performance/Load Testing on Accela releases.

Hardware and Software requirements are included in Accela Release Notes; the project will inherently comply with these in the SaaS framework.

Contractor shall include:

1. Overall test approach, including a summary of techniques to be used.
2. Roles and responsibilities for the Contractor's EHPIMS test team members, for functional, technical, and training purposes.
3. Testing schedule, including all proposed Work and major testing milestones. Contractor shall also integrate these dates with the schedule in the Contractor's Project Schedule.
4. Approach to validating that all requirements have been tested and verified.

5. Configuration of EHPIMS Hosting Environments used for each specific level of testing.

3.17.1.1   Deliverable 17.1.1: Phase 5 General Test Plan (KEY DELIVERABLE)

The Contractor, working with County, shall provide the General Test Plan in accordance with Subtask 17.1 (Develop Phase 5 General Test Plan).

3.17.2   Subtask 17.2: Conduct Tests of the System

Contractor, with the assistance and cooperation from County as needed, shall perform all tests of the System, together with all other system Components, identified in, and in accordance with, the Phase 4 General Test Plan and shall certify in writing as to the successful completion of all such tests in the Phase 4 General Test Summary Report

3.17.2.1   Deliverable 17.2.1: Phase 5 General Test Summary Report

The Contractor shall provide the Phase 5 General Test Summary Report, which summarizes all Work, types of tests, and results of the system testing to allow the County to assess the system test outcome. This Phase 5 General Test Summary Report shall include:

1. Summary of all tests conducted during system testing;
2. Summary of results;
3. Summary of each implementation deficiency identified by the Contractor or the County, its corrective action status, date of completion of each correction, and date of the County's Project Director approval of each correction, as applicable; and
4. Justification for moving to UAT.

Implementation deficiency, also known as defect or bug, is defined as any instance where the system is not behaving per the approved specification and/or final configuration report. Please refer to Appendix A for further definition and severities.

The County's Project Director approval of this Deliverable 17.2.1 is required prior to the Contractor proceeding to Subtask 17.3 (Phase 5 User Acceptance Testing).

3.17.3 Subtask 17.3: Phase 5 User Acceptance Testing

Phase 5 User Acceptance Testing (UAT) is a major project milestone during which the County, with the assistance of the Contractor, comprehensively tests EHPIMS against the Specifications with County data loaded to determine if EHPIMS is ready for Implementation.

The Contractor shall provide a Phase 5 Recommended User Acceptance Test Plan to include:

1. A description of proposed functional testing areas to be conducted during Phase 5 UAT;
2. A description of tools, environments, and controls to be used during Phase 5 UAT;
3. A proposed test schedule;
4. A description of the Contractor and the County roles, responsibilities, and resources needed to perform Phase 5 UAT;
5. A proposed training agenda and schedule for Phase 5 UAT team;
6. A process for Phase 5 UAT problem reporting, tracking, and resolution process;
7. A proposed approach for the correction of implementation deficiencies identified by the Contractor or the County during Phase 5 UAT; and
8. The Contractor shall provide the above to the County in Deliverable 17.3.1 (Phase 5 Recommended User Acceptance Test Plan).

The Contractor shall provide environment to be used during Phase 5 UAT.

The Contractor shall establish a User Acceptance Testing environment for the System, including data, which allows end user testing to verify and validate in accordance with the requirements in Exhibit C-1 (Functional and Technical Requirements), Attachment C-2 (Interface Specifications for EHPIMS Upgrade to Accela Environmental Health), and all other requirements included in or referenced in Exhibit B-1 (Statement of Work), and end-to-end workflow.

Contractor shall assist and cooperate with County as needed during the preparation of the User Acceptance Test Plan and shall review and comment on such Plan to assist County with its objective to develop a thorough User Acceptance Test Plan that will provide assurance that the EHPHIMS, together with all other System components, performs in accordance with the System Requirements and other Specifications. The County and Contractor shall incorporate and manage all County-developed scenarios, together with the related procedures, and verify traceability between scenario/procedures to the Specifications throughout the term of the

Contract. The Contractor shall update Deliverable 17.3.2 (Phase 5 User Acceptance Test Procedures/Scenarios Inventory Report) and provide update to the County from time-to-time as agreed upon by the Phaseies. The Contractor shall assist the County Project Team with the integration of County-developed scenarios.

The Contractor shall assist the County in developing the Phase 5 User Acceptance Test Plan which shall be prepared by the County.

During Phase 5 UAT, Contractor shall provide support to County, including configuration of the Hosted Environment for testing, training on testing tools or processes for County Phase 5 UAT team, management of test results, and performance of any corrective actions in the case of identified implementation deficiencies by the Contractor or the County as such implementation deficiencies are within the control of the Contractor to correct.. The County will record all Phase 5 UAT results, and Contractor shall prepare the reports that include a record of all successes, failures, and corrective actions taken by Contractor.

The duration of UAT is planned as follows:

Test Execution (County) and Remediation (Contractor)	2 weeks
Completion of Remediation Punch List (Contractor)	1 week
Remediation Testing (County)	2 weeks
Total User Testing Duration	**5 weeks**

The following describes the activity in each duration above:

- Test Execution: a phase where the County runs through every test case and logs all issues in the issue tracker. Contractor will remediate all Critical, High and Medium severity implementation deficiencies during this time unless the County agrees otherwise. At the end of the test execution period, the County and Contractor will prioritize implementation deficiencies that are required for completion of UAT and entry to go-live.

- Remediation of punch pist: Contractor will remediate the implementation deficiencies prioritized from the completion of Text Execution.

- Remediation Testing: County will perform retesting to confirm the implementation deficiencies are resolved. Execution of new test cases is not done during this time.

The Contractor shall provide Deliverable 17.3.3 (Phase 5 User Acceptance Test Weekly Status Reports) which summarizes all aspects of Phase 5 UAT performed during that week, including any implementation deficiencies identified by the Contractor or the County, corrected, and still outstanding. Reports shall be due weekly for the entire period of the Phase 5 UAT. The Contractor shall document the review and acceptance of test materials, Work, and results at weekly meetings with the County.

County shall deliver Phase 5 UAT test results in a timely manner and in accordance with the testing and resulting schedule that are mutually agreed upon by both parties in Deliverable 17.3.3 (Phase 5 User Acceptance Test Weekly Status Reports).

The County will notify the Contractor of any implementation deficiencies identified by County during Phase 5 UAT. For each implementation deficiency identified by the Contractor or the County, the Contractor shall provide a corrective action plan, which shall include:

1.   Description of each implementation deficiency and its root cause;
2.   Business processes, EHPIMS functions, and/or Interfaces impacted;
3.   Description of all potential risks to EHPIMS, including implementation, and mitigation strategy for EHPIMS;

The Contractor shall schedule and participate in a meeting with the County to review the results of Phase 5 UAT and determine whether the Contractor has met all County requirements for EHPIMS design and development prior to the start of Task 18 (Phase 5 - Implementation Preparaton).

The Contractor shall provide Deliverable 17.3.4 (Phase 5 User Acceptance Test Certification of Successful Completion) to the County certifying that all known implementation deficiencies identified by the Contractor or the County have been corrected by the Contractor, in accordance with this SOW and that all corrections have been approved by the County's Project Director. The County's Project Director approval of Deliverable 17.3.4 (Phase 5 User Acceptance Test Certification of Successful Completion) will indicate the completion of Subtask 17.3 (Phase 5 User Acceptance Testing) and the Contractor may commence Task 18 (Phase 5 - Implementation Preparation).

The Contractor shall correct all Critical, High and Medium severity implementation deficiencies in accordance with this SOW prior to the start of Task 20 (Phase 5 - Implementation). County may agree to defer lower priority implementation deficiencies to post go live.

3.17.3.1   Deliverable 17.3.1: Phase 5 Recommended User Acceptance Test Plan (KEY DELIVERABLE)

The Contractor shall provide a Phase 5 Recommended User Acceptance Test Plan which shall include:

1. Description of proposed tests to be conducted during Phase 5 UAT;
2. Tools, environments, and controls to be used during Phase 5 UAT;
3. Proposed test schedule;
4. Contractor roles, responsibilities, and resources in performing Phase 5 UAT;
5. Training plan and schedule for Phase 5 UAT team;
6. Implementation deficiency reporting, tracking, and correction process; and
7. Approach to correcting implementation deficiencies identified during Phase 5 UAT.

3.17.3.2   Deliverable 17.3.2: Phase 5 User Acceptance Test Procedures / Scenarios Inventory Report

The Contractor shall provide the Phase 5 UAT Procedures/Scenarios Inventory Report which shall include an inventory of all County-developed scenarios, together with the related procedures and verify traceability between scenario/procedures to EHPIMS requirements.

The County is responsible for developing the test scenarios, however the Contractor and the County will work together to trace back to County requirements.

3.17.3.3   Deliverable 17.3.3: Phase 5 User Acceptance Test Weekly Status Reports

The Contractor shall provide UAT Weekly Status Reports throughout UAT period. Each Report shall include:

1. Summary of all tests conducted during Phase 5 UAT;
2. Summary of test results;
3. Summary of each implementation deficiency identified by Contractor or County. The summary shall include for each implementation deficiency:
   A. Description of each implementation deficiency and its root cause;
   B. Business processes, EHPIMS functions, and/or Interfaces impacted;

C. Corrective action plan, test scenarios, and implementation approach;

D. Schedule for completion of each corrective action and resources required/assigned;

E. Status of each corrective action;

F. Date of completion of each correction; and

G. Date of the County's Project Director approval of each correction, as applicable.

4. Documentation of the review of the previous week's Phase 5 UAT Weekly Status Report with the County, including agenda, attendees, action items, and supporting documentation.

3.17.3.4 Deliverable 17.3.4: Phase 5 User Acceptance Test Certification of Successful Completion

The Contractor shall provide a Phase 5 User Acceptance Test Certification of Successful Completion to County within ten (10) days after successful completion of Phase 5 UAT, certifying that: (i) all requirements traceability to all tests and test results have been verified by the County, (ii) implementation deficiencies identified by the Contractor or the County have been corrected by the Contractor and approved by County's Project Director in accordance with this SOW, as described in Subtask 17.3 (Phase 5 User Acceptance Testing), and (iii) all other Phase 5 UAT–related Work have been completed.

The County's Project Director approval of this Deliverable 17.3.4 shall indicate the completion of Subtask 17.3 (Phase 5 User Acceptance Testing) and will allow Contractor to proceed with Task 18 (Phase 5 - Implementation Preparation).

3.18 TASK 18: PHASE 5 - IMPLEMENTATION PREPARATION

The Contractor shall perform the following work during this Task 18:

The Contractor shall initiate planning for Implementation of EHPIMS.

1. Develop the Implementation Master Plan that includes the strategy, resources, and schedule for Implementation of EHPIMS;

2. Develop Phase 5 EHPIMS Training Plans that describe how the Contractor shall provide training for all County-specified Users, including County support staff;

3. Provide all Documentation in electronic format, and on read-only medium, as specified by County, prior to the start of Task 20 (Phase 5 - Implementation);

4. Review and update the PCD and Technical Infrastructure Design Document;

5. Prepare Phase 5 EHPIMS Training Materials in accordance with Deliverable 19.2.1 (Phase 5 EHPIMS Training Plans);

6. Establish the procedures for informing the County of any issues that will affect EHPIMS in complying with the Specifications, and including meeting the performance requirements; and

7. Prepare EHPIMS for Implementation and operations, ensuring that all support and operational procedures, tools, and facilities are in place and operational in accordance with the schedule in Deliverable 20.1.1 (Phase 5 Implementation Master Plan).

3.18.1   Subtask 18.1: Prepare Phase 5 Implementation Master Plan

The Contractor, in consultation with County, shall develop Deliverable 18.1.1 (Phase 5 Implementation Master Plan), including a description of preparation Work to be included in Task 18 (Phase 5 Implementation Preparation), and the schedule to ensure that all Hosting Services, Support Services and sites are fully operational by the end of Task 18 (Phase 5 - Implementation Preparation). The Contractor shall also reference any additional plans, developed during this Task 18 (Phase 5 – Implementation Preparation), in Deliverable 18.1.1 (Phase 5 Implementation Master Plan).

The Contractor shall propose an Implementation approach that describes the size and complexity of the User population, taking into account any transition and productivity concerns, hardware/technical considerations, and logistical, training, or Implementation support issues. The Contractor shall document its approach for Implementation Work in Deliverable 18.1.1 (Phase 5 Implementation Master Plan). The Contractor shall provide an Implementation work plan that provides a detailed schedule and required resources for both Contractor and County. Contractor must obtain County's Project Director approval of this plan prior to the start of Subtask 18.2 (Prepare Phase 5 Documentation).

The Contractor will assist the County's SME's in providing implementation support on the day of go-live. Contractor shall provide fully-trained support staff involved in the Implementation to provide direct User support for the EHPIMS System. Contractor shall provide support staff personnel based on the needs of the county.

The Contractor shall minimize any disruption to County staff in the normal operation of business.

The Contractor shall describe the process for issue identification, tracking, and resolution that sets forth how the Contractor shall work with the County to track, manage, resolve, and/or mitigate any issues arising throughout the Implementation of EHPIMS.

3.18.1.1   Deliverable 18.1.1: Phase 5 Implementation Master Plan

The Contractor shall provide the Phase 5 Implementation Master Plan which shall document the strategy, plan, and resources needed for the Implementation of EHPIMS, including:

1. Roles and responsibilities of Contractor staff.
2. Roles and responsibilities of the County staff.
3. Implementation work plan that includes schedule and resources required.
4. Installation, configuration, and testing for EHPIMS Hosted Environments and databases.
5. Approach for support of offices as they begin to use EHPIMS.
6. Contingency plan(s) if, at any point during Implementation, EHPIMS fails to meet or comply with County requirements for functionality, availability, response time, and other performance.

The Contractor shall provide an updated PCD and Technical Infrastructure Design Document.

3.18.2   Subtask 18.2: Prepare Phase 5 Documentation

The Contractor shall provide all Documentation in electronic format, and on read-only medium, as specified by County, prior to the start of Task 20 (Phase 5 - Implementation).

3.18.2.1   Deliverable 18.2.1: Phase 5 Documentation
1. User manuals;
2. Online help, both general and context sensitive;
3. Orientation and training materials and manuals

3.19   TASK 19: PHASE 5 - TRAIN-THE-TRAINER

Initial instructor-led training shall be the responsibility of the Contractor and developed based, in part, on County input. Contractor shall evaluate the needs of the various User groups to be trained. The User groups may be changed from time-to-time, as determined by the County.

3.19.1 Subtask 19.1: Phase 5 Train-the-Trainer Training Preparation

The Train-the-Trainer Training Plan shall include:

1. Curriculum Plan that describes components, materials, learning objectives, and hours of required training for each User group.
2. Training locations, site preparation plans, provision and installation of all necessary equipment for the training sites.
3. Preliminary schedule for training, based on EHPIMS implementation schedule and any identified County constraints for staffing, and resources for training.

The Contractor shall provide all training and Training Materials to County-specified Users. The Contractor shall provide Train-the-Trainer training at the County's offices or other location(s) approved by County's Project Director.

3.19.1.1 Deliverable 19.1.1: Phase 5 Train-the-Trainer Training Plans (KEY DELIVERABLE)

The Contractor shall provide the new Phase 5 Train-the-Trainer Training Plans as described in Subtask 19.1 (Phase 5 Train-the-Trainer Training Preparation).

3.19.2 Subtask 19.2: Prepare Phase 5 Train-the-Trainer Training Materials

The Contractor shall provide:

1. Deliverable 19.2.1 (Phase 5 Train-the-Trainer Training Materials), including procedures for accessing Contractor-provided EHPIMS support resources such as tutorials and documentation.
2. Training materials al least thirty (30) days prior to the start of the Task 20 (Phase 5 - Implementation).
3. Phase 5 Train-the-Trainer Training Materials to County-specified Users.
4. And maintain all Phase 5 Train-the-Trainer Training Materials in electronic copy format for each training session, consistent with the Curriculum Plan described in Deliverable 19.2.1 (Phase 5 Train-the-Trainer Training Materials).
5. Electronic copy Documentation to each User prior to the first day of any training sessions.
6. The County with master copies of all training materials. The Phase 5 Train-the-Trainer Training Materials shall be clear and understandable to both Users and technical staff.

3.19.2.1   Deliverable 19.2.1: Phase 5 Train-the-Trainer Training Materials

The Contractor shall provide the County with Phase 5 Train-the-Trainer Training Materials in accordance with Subtask 19.2.1 (Prepare Phase 5 Train-the-Trainer Training Materials).

Training materials are product-based Course Guides that can be leveraged and customizable by the County for End User Training purposes.

3.19.3   Subtask 19.3: Deliver Phase 5 Train-the-Trainer Training Sessions For All Modules.

Contractor shall deliver the required trainings as set forth in Deliverable 19.3.1-19.3.2: Contractor shall deliver the following required training.

3.19.3.1   Deliverable 19.3.1: Deliver Civic Platform 12: Mobile Office Train-the-Trainer Training (KEY DELIVERABLE)

3.19.3.2   Deliverable 19.3.2: Deliver Civic Platform 18: Train-the-Trainer Training – (KEY DELIVERABLE)

3.20   TASK 20: PHASE 5 - IMPLEMENTATION

Contractor shall perform the following work during this Task 20:

The Contractor shall implement the EHPIMS in accordance with the County-approved updated Deliverable 18.1.1 (Phase 5 Implementation Master Plan). Contractor shall perform the following work during this Task 20:

1. Train County-specified Users;

2. Conduct on-site or virtual working sessions and Implementation Support;

3. Prepare interim and final reports documenting the results of Implementation; and

4. Achieve County's Project Director approval of the successful completion of Implementation.

3.20.1   Subtask 20.1: Execution and Completion of Implementation

After the County's Project Director approval of Deliverable 20.2.1 (Phase 5 End User Training Report), Contractor shall bring the Hosted Environments online for Production Use in accordance with the accepted schedule.

Prior to the completion of Task 20 (Phase 5 - Implementation), the Contractor shall provide to the County evidence, including supporting documentation, that all requirements for Implementation have been successfully met. Contractor shall also provide supporting documentation that custom functionality, Interface(s) and reports have been completed and successfully delivered. The Contractor shall conduct a review of Deliverable 20.3.1 (Phase 5 Implementation Report) with County at a meeting.

Contractor shall evaluate the status of each implementation deficiency identified by Contractor or County, and shall include for each implementation deficiency:

Description of each implementation deficiency and its root cause;
1. Business processes, EHPIMS functions, and/or Interfaces impacted;
2. Corrective action plan, test scenarios, and Implementation approach;
3. Schedule for completion of each corrective action and resources required/assigned;
4. Status of each corrective action;
5. Date of completion of each correction; and
6. Date of County's Project Director's approval of each correction, as applicable.

Contractor shall provide:

1. Summary of lessons learned; and
2. Recommendations for any improvements to EHPIMS.

3.20.1.1   Deliverable 20.1.1: Phase 5 Implementation Report

The Contractor shall provide the Implementation Report documenting the successful completion of Task 20 (Phase 5 Implementation), including:

1.   Summary of Task 20 (Phase 5 Implementation) Work, results, and outcomes;

2.   Summary of each implementation deficiency identified by the Contractor or the County. The summary shall include for each implementation deficiency:

A.   Description of each implementation deficiency and its root cause;

B.   Business processes, EHPIMS functions, and/or Interfaces impacted;

     C.   Corrective action plan, test scenarios, and Implementation approach;

     D.   Schedule for completion of each corrective action and resources required/assigned;

     E.   Status of each corrective action;

     F.   Date of completion of each correction; and

     G.   Date of County's Project Director approval of each correction, as applicable.

3. Summary of lessons learned; and

4. Recommendations for any improvements to the EHPIMS.

The Contractor shall provide an updated Phase 5 Requirements Traceability Matrix which shall include the status of each functional, technical, and training requirement.

3.20.1.2   Deliverable 20.1.2: Phase 5 Custom Functionality, Interface(s), Reports

The Contractor shall also provide all supporting documentation that custom functionality, Interface(s) and reports have been completed and successfully delivered.

Contractor will meet this deliverable by providing the Interface Specifications, code and a hand off session for interfaces. Migrated report files containing the code will also be handed over.

3.20.1.3   Deliverable 20.1.3: Phase 5 Acceptance Certification

The Contractor shall provide the Phase 5 Acceptance Certification, certifying: (i) successful completion of implementation and that Contractor has completed all work necessary for all modules of EHPIMS to be available for Production Use by all Users; (ii) implementation deficiencies identified by the Contractor or the County have been corrected by Contractor in accordance with this SOW; (iii) corrections of such implementation deficiencies have been approved by County's Project Director; and (iv) following County's Project Director approval of all such corrections, the EHPIMS as a whole has performed <u>for thirty (30) consecutive days</u> in compliance with the Specifications, including all performance requirements. The Phase 5 Acceptance Certification shall also document the review with County of Deliverable 20.3.1 (Phase 5

Implementation Report), including agenda, attendees, action items and supporting documentation.

The County requires thirty (30) days to approve this Deliverable 20.3.3. County approval of this Deliverable 20.2.3 shall signify Phase 5 Acceptance of the EHPIMS by County.

The Contractor shall provide an updated PCD, Requirements Traceability Matrix, User Training Plans, and any other applicable documents.

3.20.1.4   Deliverable 20.1.4: Provide Post-Implementation Support

Following Phase 5 Acceptance, Contractor shall provide two-weeks limited post-Implementation support in addition to the Support Services provided as the final Deliverable of the PCD.

During the two-week post go-live support period following the completion of Phase 5 Acceptance Certification, Contractor will provide Tier 3 support to address issues and provide consultative advice. The County performs the functions of Tier 1 and Tier 2 support.

At the end of the post go-live support for Phase 5, the County will transition to Customer Support.

3.21   TASK 21: CONTRACT DISCREPANCY REPORT

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

The County Contract Project Director will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this written document, the Contractor is required to respond in writing to the County Contract Project Director within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all implementation deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Project Director within five (5) business days.

3.21.1   Subtask 21.1: Adherence to Contract Discrepancy Report

The Contractor is responsible for the resolution of all discrepancies as listed in the Contract Discrepancy Report (CDR).

3.21.1.1   Deliverable 21.1.1: Contract Discrepancy Report

The Contractor shall respond to the CDR with its action plan.

3.21.1.2   Deliverable 21.1.2: Contract Discrepancy Report Update

The Contractor shall consult County to update the CDR as it remedies the discrepancy and/or modify the CDR accordingly.

3.21.1.3   Deliverable 21.1.3: Contract Discrepancy Report Completion

The Contractor shall comply with the CDR to complete the discrepancy.

4 DELIVERABLE SUMMARY

This Section 4 provides a summary of all Deliverables for EHPIMS as detailed in the sections above. The County requirements for due dates are specified. As part of the Contractor's Project Schedule, the Contractor shall provide a proposed schedule for the submission of all Deliverables to the County in accordance with County requirements.

EHPIMS DELIVERABLES:

PHASE 4

DEFINE

Table 1: Deliverables for Task 1 – Project Administration

Del. #	Para.	Deliverable Name	
1.1.1	3.1.1.1	Project Control Document (PCD) – **KEY DELIVERABLE**	
1.2.1	3.1.2.1	Ongoing Project Administration / Project Planning and Management	In PCD

REFINE

Table 2: Deliverables for Task 2 – Core Team Training

Del. #	Para.	Deliverable Name	
2.1.1	3.2.1.1	Core Team Training Plans	In PCD
	3.2.2.1	Core Team Training Materials	In PCD
2.2.2	3.2.2.2	Learning Management System (LMS) Access	In PCD
2.3.1	3.2.3.1	Core Team Training - **KEY DELIVERABLE**	
2.3.2	3.2.3.2	System Admin Usage Training - **KEY DELIVERABLE**	
2.3.3	3.2.3.3	Database Schema Fundamentals Training - **KEY DELIVERABLE**	
2.3.4	3.2.3.4	Citizen Access – System Admin Training - **KEY DELIVERABLE**	

2.3.5	3.2.3.5	Civic Platform 12: GIS Administration Training - **KEY DELIVERABLE**	
2.3.6	3.2.3.6	Civic Platform 14: User Experience Administration Training - **KEY DELIVERABLE**	
2.3.7	3.2.3.7	Civic Platform 15: Ad Hoc Reporting Training - **KEY DELIVERABLE**	

Table 3: Deliverables for Task 3 – Phase 4 Requirements Gathering

Del. #	Para.	Deliverable Name	
3.1.1	3.3.1.1	Requirements Gathering Schedule & Requirements Documentation – **KEY DELIVERABLE**	
3.2.1	3.3.2.1	Draft System Requirements Document (SRD)	

Table 4: Deliverable for Task 4 – Phase 4 Requirements Verification and Analysis

Del. #	Para.	Deliverable Name	
4.1.1	3.4.1.1	Phase 4 Requirements Verification Schedule	
4.2.1	3.4.2.1	Phase 4 System Requirements Document (SRD)	
4.2.2	3.4.2.2	Phase 4 Requirements Traceability Matrix and Report	

Table 5: Deliverable for Task 5– Phase 4 General Design

Del. #	Para.	Deliverable Name	
5.1.1	3.5.1.1	Phase 4 General Design Document	

Table 6: Deliverables for Task 6 – Phase 4 Technical Infrastructure Planning and Design

Del. #	Para.	Deliverable Name	
6.1.1	3.6.1.1	Phase 4 Technical Infrastructure Design Document	In PCD
6.2.1	3.6.2.1	Phase 4 Information Systems Security Plan	In PCD

DEVELOP

Table 7: Deliverables for Task 7 – Phase 4 Functional Design & System Configuration

Del. #	Para.	Deliverable Name	
7.1.1	3.7.1.1	Phase 4 Functional Design Document	In PCD
7.2.1	3.7.2.1	Phase 4 System and Process Configuration – Fee Schedule - **KEY DELIVERABLE**	In PCD
7.2.2	3.7.2.2	Phase 4 System and Process Configuration – Agency Defined Data Fields - **KEY DELIVERABLE**	Completion of Task 7
7.2.3	3.7.2.3	Phase 4 System and Process Configuration – Workflows - **KEY DELIVERABLE**	Completion of Task 7
7.2.4	3.7.2.4	Phase 4 System and Process Configuration – Condition Management - Approvals **KEY DELIVERABLE**	Completion of Task 7
7.2.5	3.7.2.5	Phase 4 System and Process Configuration – Document Types **KEY DELIVERABLE**	Completion of Task 7
7.2.6	3.7.2.6	Phase 4 System and Process Configuration – Inspections KEY DELIVERABLE	Completion of Task 7
7.2.7	3.7.2.7	Phase 4 System and Process Configuration – User Group Permissions KEY DELIVERABLE	Completion of Task 7
7.2.8	3.7.2.8	Phase 4 System and Process Configuration – Cashiering and Point of Sale - **KEY DELIVERABLE**	Completion of Task 7
7.2.9	3.7.2.9	Phase 4 System and Process Configuration – Citizen Access Portal - **KEY DELIVERABLE**	Completion of Task 7
7.2.10	3.7.2.10	Phase 4 System and Process Configuration – Admendment Records - **KEY DELIVERABLE**	Completion of Task 7
7.2.11	3.7.2.11	Phase 4 System and Process Configuration – Report Branding - **KEY DELIVERABLE**	Completion of Task 7

7.2.12	3.7.2.12	Phase 4 System and Process Configuration – Document Services - **KEY DELIVERABLE**	Completion of Task 7
7.2.13	3.7.2.13	Phase 4 System and Process Configuration – Notifications - **KEY DELIVERABLE**	Completion of Task 7
7.2.14	3.7.2.14	Phase 4 System and Process Configuration – Accela Mobile - **KEY DELIVERABLE**	Completion of Task 7
7.2.15	3.7.2.15	Phase 4 System and Process Configuration – Accela GIS - **KEY DELIVERABLE**	Completion of Task 7
7.2.16	3.7.2.16	Phase 4 Integration – FIS Payment Processing - **KEY DELIVERABLE**	Completion of Task 7
7.2.17	3.7.2.17	Phase 4 Integration – TTC Collections - **KEY DELIVERABLE**	Completion of Task 7
7.2.18	3.7.2.18	Phase 4 Integration – Batch Payment Import - **KEY DELIVERABLE**	Completion of Task 7
7.2.19	3.7.2.19	Phase 4 Integration – Quick Cashier - **KEY DELIVERABLE**	Completion of Task 7
7.2.20	3.7.2.20	Phase 4 Integration – Batch Assessor Ownership Updates - KEY DELIVERABLE	Completion of Task 7
7.2.21	3.7.2.21	Phase 4 Integration – YELP - **KEY DELIVERABLE**	Completion of Task 7
7.2.22	3.7.2.22	Report Conversion - **KEY DELIVERABLE**	Completion of Task 7

Table 8: Deliverables for Task 8 – Phase 4 Data Conversion

Del. #	Para.	Deliverable Name	
8.1.1	3.8.1.1	**Data Conversion Plan – KEY DELIVERABLE**	In PCD
8.2.1	3.8.2.1	**Data Conversion Report**	In PCD

DEPLOY

Table 9: Deliverables for Task 9 – Phase 4 Testing

Del. #	Para.	Deliverable Name	

9.1.1	3.9.1.1	Phase 4 **General Test Plan - KEY DELIVERABLE**	In PCD
9.1.2	3.9.2.1	Phase 4 **General Test Summary Report**	Completion of Task 9
9.2.1	3.9.3.1	Phase 4 **Recommended User Acceptance Test Plan – KEY DELIVERABLE**	Completion of Task 9
9.2.2	3.9.3.2	Phase 4 User Acceptance Test Procedures / Scenarios Inventory Report	Completion of Task 9
9.2.3	3.9.3.3	Phase 4 User Acceptance Test Weekly Status Reports	Completion of Task 9
9.2.4	3.9.2.4	Phase 4 User Acceptance Test Certification of Successful Completion	Completion of Task 9

Table 10: Deliverables for Task 10 – Phase 4 Implementation Preparation

Del. #	Para.	Deliverable Name	
10.1.1	3.10.1.1	Phase 4 Implementation Master Plan	In PCD
10.2.1	3.10.2.1	Phase 4 Documentation	In PCD

Table 11: Deliverables for Task 11 – Phase 4 Train-the-Trainer

Del. #	Para.	Deliverable Name	
11.1.1	3.11.1.1	Phase 4 Train-the-Trainer Training Plans	In PCD
11.2.1	3.11.2.1	Phase 4 Train-the-Trainer Training Materials	Completion of Task 11
11.3.1	3.11.3.1	Deliver Civic Platform 12: Mobile Office Train-the-Trainer Training - **KEY DELIVERABLE**	Completion of Task 11
11.3.2	3.11.3.2	Deliver Civic Platform 18: Train-the-Trainer Training – **KEY DELIVERABLE**	Completion of Task 11

Table 12: Deliverables for Task 12 – Phase 4 Implementation

Del. #	Para.	Deliverable Name	
12.3.1	3.12.3.1	Phase 4 Implementation Report	Completion of Task 12
12.3.2	3.12.3.2	Phase 4 Custom Functionality, Interface(s) Reports	Completion of Task 12
12.3.3	3.12.3.3	Phase 4 Acceptance Certification	Completion of Task 12

PHASE 5

REFINE

Table 13: Deliverables for Task 13 – Phase 5 Requirements Gathering

Del. #	Para.	Deliverable Name	
13.1.1	3.13.1.1	Phase 5 Requirements Gathering Schedule & Requirements Documentation - **KEY DELIVERABLE**	Completion of Task 13
13.2.1	3.13.2.1	Phase 5 Draft Systems Requirements Document (SRD)	Completion of Task 13

Table 14: Deliverables for Task 14 – Phase 5 Requirements Verification and Analysis

Del. #	Para.	Deliverable Name	
14.1.1	3.14.1.1	Phase 5 Requirements Verification Schedule	
14.2.1	3.14.2.1	Phase 5 System Requirements Document (SRD)	
14.2.2	3.14.2.2	Phase 5 Requirements Traceability Matrix and Report	Completion of Task 14

Table 15: Deliverables for Task 15 – Phase 5 General Design

Del. #	Para.	Deliverable Name	
15.1.1	3.15.1.1	Phase 5 General Design Document	

DEVELOP

Table 16: Deliverables for Task 16 – Phase 5 Functional Design & System Configuration

Del. #	Para.	Deliverable Name	
16.1.1	3.16.1.1	Phase 5 Functional Design Document	In PCD
16.2.1	3.16.2.1	Phase 5 System and Process Configuration – Custom Modules and Record Types - **KEY DELIVERABLE**	In PCD

16.2.2	3.16.2.2	Phase 5 Self Reporting – Public Health Lab - **KEY DELIVERABLE**	Completion of Task 16
16.2.3	3.16.2.3	Phase 5 Self Reporting – Pumper Truck – **KEY DELIVERABLE**	Completion of Task 16
16.2.4	3.16.2.4	Phase 5 Self Reporting – Backflow Test - **KEY DELIVERABLE**	Completion of Task 16
16.2.5	3.16.2.5	Phase 5 Self Reporting – Body Art - **KEY DELIVERABLE**	Completion of Task 16
16.2.6	3.16.2.6	Phase 5 Self Reporting – Cottage Food - **KEY DELIVERABLE**	Completion of Task 16
16.2.7	3.16.2.7	Phase 5 Self Reporting – Staff Continuing Education Units - **KEY DELIVERABLE**	Completion of Task 16
16.2.8	3.16.2.8	Phase 5 System and Process Configuration - Exams - **KEY DELIVERABLE**	Completion of Task 16
16.2.9	3.16.2.9	Phase 5 – Automation – Fees - **KEY DELIVERABLE**	Completion of Task 16
16.2.10	3.16.2.10	Phase 5 Automation – GIS Inventory Distribution - **KEY DELIVERABLE**	Completion of Task 16
16.2.11	3.16.2.11	Phase 5 Automation – Billing Automation - **KEY DELIVERABLE**	Completion of Task 16
16.2.12	3.16.2.12	Phase 5 System and Process Configuration – Owner Level or Facility Level Bills - **KEY DELIVERABLE**	Completion of Task 16
16.2.13	3.16.2.13	Phase 5 Automation – Outstanding Balance Notifications - **KEY DELIVERABLE**	Completion of Task 16
16.2.14	3.16.2.14	Phase 5 Automation – Mileage Count - **KEY DELIVERABLE**	Completion of Task 16
16.2.15	3.16.2.15	Phase 5 Automation – Email - **KEY DELIVERABLE**	Completion of Task 16
16.2.16	3.16.2.16	Phase 5 Automation– Self Reports - **KEY DELIVERABLE**	Completion of Task 16
16.2.17	3.16.2.17	Phase 5 Automation – Exams and Certification - **KEY DELIVERABLE**	Completion of Task 16
16.2.18	3.16.2.18	Phase 5 Automation – Activity Billing - **KEY DELIVERABLE**	Completion of Task 16

16.2.19	3.16.2.19	Phase 5 Automation –Alerts/Notifications for Active Complaints - **KEY DELIVERABLE**	Completion of Task 16
16.2.20	3.16.2.20	Phase 5 Automation - Confirmation and Validation of Record Updates - **KEY DELIVERABLE**	Completion of Task 16
16.2.21	3.16.2.21	Phase 5 Automation - Flagging of Septic Addresses with Excessive Pumping - **KEY DELIVERABLE**	Completion of Task 16
16.2.22	3.16.2.22	Phase 5 System and Process Configuration - Custom Reports - **KEY DELIVERABLE**	Completion of Task 16
16.2.23	3.16.2.23	Phase 5 Integration – EPIC LA - **KEY DELIVERABLE**	
16.2.24	3.16.2.24	Phase 5 Integration – Docusign - **KEY DELIVERABLE**	
16.2.25	3.16.2.25	Phase 5 Integration – Employee Self Service - **KEY DELIVERABLE**	
16.2.26	3.16.2.26	Phase 5 Integration – Outlook - **KEY DELIVERABLE**	
16.2.27	3.16.2.27	Phase 5 Integration – Bluebeam - **KEY DELIVERABLE**	

DEPLOY

Table 17: Deliverables for Task 17 – Phase 5 Testing

Del. #	Para.	Deliverable Name	
17.1.1	3.17.1.1	Phase 5 General Test Plan - **KEY DELIVERABLE**	
17.2.1	3.17.2.1	Phase 5 General Test Summary Report - **KEY DELIVERABLE**	
17.3.1	3.17.3.1	Phase 5 Recommended User Acceptance Test Plan - **KEY DELIVERABLE**	
17.3.2	3.17.3.2	Phase 5 User Acceptance Test Procedures / Scenarios Inventory Report	
17.3.3	3.17.3.3	Phase 5 User Acceptance Test Weekly Status Reports	

17.3.4	3.17.3.4	Phase 5 User Acceptance Test Certification of Successful Completion	

Table 18: Deliverables for Task 18 – Phase 5 Implementation Preparation

Del. #	Para.	Deliverable Name	
18.1.1	3.18.1.1	Phase 5 Implementation Master Plan	
18.2.1	3.18.2.1	Phase 5 Documentation	

Table 19: Deliverables for Task 19 – Phase 5 Train-the-Trainer

Del. #	Para.	Deliverable Name	
19.1.1	3.19.1.1	Phase 5 Train-the-Trainer Training Plans - **KEY DELIVERABLE**	
19.2.1	3.19.2.1	Phase 5 Train-the-Trainer Training Materials	
19.3.1	3.19.3.1	Deliver Civic Platform 12: Mobile Office Train-the-Trainer Training - **KEY DELIVERABLE**	
19.3.2	3.19.3.2	Deliver Civic Platform 18: Train-the-Trainer Training - **KEY DELIVERABLE**	

Table 20: Deliverables for Task 20 – Phase 5 Implementation

Del. #	Para.	Deliverable Name	
20.2.1	3.20.2.1	Phase 5 Implementation Report	
20.2.2	3.20.2.2	Phase 5 Custom Functionality, Interface(s), Reports	
20.2.3	3.20.2.3	Phase 5 Acceptance Certification	
20.2.4	3.20.2.4	Provide Post-Implementation Support	

Table 21: Deliverables for Task 21 – Contract Discrepancy Report

Del. #	Para.	Deliverable Name	
21.1.1	3.21.1.1	Contract Discrepancy Report	
21.1.2	3.21.1.2	Contract Discrepancy Report Update	
21.1.3	3.21.1.3	Contract Discrepancy Report Completion	

5. ASSUMPTIONS

    5.1   General Scope Assumptions

- Development of test cases is the responsibility of the County.
- Development of custom training materials are not in scope of this project. Accela training materials can also be used for end user training.

    5.2   Contractor Technical Assumptions

- County will ensure that Contractor resources have access to a Dev or Test version of the 3rd party system for integration development. All integrations will be developed against one (1) agreed upon version of the 3rd party system.
- County is responsible for hosting any integrations that require code to run directly against the application.
- County is responsible for obtaining a code source repository prior to go-live, to maintain custom scripting code.

Appendix A: <u>Implementation Deficiency Definitions</u>

Definition of Implementation Deficiency

An implementation deficiency, also commonly referred to as a defect or bug, relates to elements configured incompletely or not built to specification within the project. Examples include record configuration, workflow configuration, scripts/automations, custom integrations, and reports. An issue is considered an implementation deficiency when the software does not meet the requirements of Attachment B1.1 or is not behaving as per the approved Configuration Report. Data Conversion issues are considered implementation deficiency if the data was available in the proper format via the source data file but is not converted as defined in the approved Data Mapping document and as executed in the previously approved final mock run.

Example that is not an implementation deficiency may include user errors or a change in requirement/scope.

Implementation Deficiency Severities

Severity Level	Description
Critical	This is a "must fix" problem, a "showstopper." The problem is causing a major system error, fatal error, serious database corruption, serious degradation in performance, major feature malfunction, or is preventing a major business goal from being realized. The problem does not have a workaround that is reasonably acceptable to the corresponding end-users.
	Examples:
	The Address, Parcel, Owner search is not returning any results which means an Applicant or Staff cannot submit a record because the Parcel is required and requires validation with the County's GIS system
	An error is displaying when trying to select the submit button during Intake which is preventing the Record from being created. The error message is not providing any direction to the user other than contact your system administrator.
	The Payment Integration is down which would not allow the online records from being created and the back-office staff would not be able to proceed with workflow due to business rules preventing the advance of workflow if there are outstanding fee due.
High	This is a problem that is causing significant loss of feature functionality, but the system can recover from the problem and it does not cause total collapse of the system. The system does not meet a business goal or a portion of a business goal; performance degradation is minor, but not within established exit criteria; or minor database issues may exist (e.g., single rows or fields may be locked). The problem does have a workaround that is reasonably acceptable to the corresponding end-users.

Examples:

Fees are wrongly being applied to records based on business rules or configuration. The workaround would require business rules (scripts) to be disabled and staff would manually apply fees or staff voiding fees or refunding fees if duplication is occurring.

Notification going to citizens where the URL for the online portal, the Record ID, Decision, or attachments are missing. The workaround, Staff would take more calls around the notification received by the citizen.

Notification being sent to an incorrect contact on the record. The workaround, Staff would take more calls around the notification received by the citizen.

Incorrectly activating a workflow task status, for example where the task was not activated or based on business rules closing the workflow task. The workaround, Supervisor would need to override the workflow task status to activate the correct workflow task to proceed with the application life cycle.

Workflow assignment is either not assigning to the correct department or is not assigning to a department (i.e. department would be blank). The workaround, Supervisors or Managers would need to use the Unassigned Reviews report for workflow assignment.

A Notification going to one of the contacts identified as recipient, but not all (for example going to the Applicant, but not the Owner). The workaround, Staff would take more calls around the notification not received by the citizen

Medium	This is a problem that is causing minor loss of feature functionality. Optional workarounds are acceptable but causing significant efficiency loss. Problem is cosmetic, but public facing and deemed go-live critical.

Examples:

Notification going to citizens where Assigned Reviewer, Address, or Contact Types is missing. The workaround, Staff would take more calls around the notification received by the citizen.

Notification going to one of the contacts identified as recipient, but not all (for example going to the Applicant, but not the Owner). MUST be going to Applicant to be considered medium. The workaround, Staff would take more calls around the notification not received by the citizen.

Workflow assignment for the round-robin is incorrectly assigning staff users. The workaround, Staff assigned to the record would need to re-assign the workflow to the appropriate Staff

Incorrectly setting due dates in the workflow based on defined business rules. The workaround, Staff would need to manually set the due date.

Required element such as document types, contacts, or custom fields are allowing the user to proceed w/out having met the requirement. The workaround, Staff would need to validate all required elements and if one was missing use the workflow task status of "Additional Information Required" to

have the user provide the required information to proceed with the application process.

Low   This is a problem that is causing minor loss of feature functionality. Optional workarounds reasonably acceptable to the corresponding end-users are available with minor efficiency loss. Minor issues, misspellings, cosmetic changes, etc.

Examples:

Misspellings on instructions, data elements, report content, or notifications content.

Font inconsistencies, if data elements or online portal language is written in different fonts in different sections.

Inconsistency with Console configuration between departments, for example the record selection where there is the drop down rather than the decision tree or constraint within the defined filter is not displaying the entire defined criteria.

Exhibit C-1 Functional and Technical Requirements

EXHIBIT C-1 FUNCTIONAL AND TECHNICAL REQUIREMENTS FOR EHPIMS UPGRADE TO ACCELA ENVIRONMENTAL HEALTH								
Functional Requirement Response Form Matrix			**How it will be Provided**					
	Phase 4	Phase 5	Available	Alternative	Customization	Enhancement	Not Available	Comments
Security, Access and Account Management								
System shall have built in Quality Control mechanism with date/time-stamped audit trail logging with history tracking on status changes and processes.	x		x					Data available for customer to create new reports.
System shall provide individual and group security features by system function or user/group responsibilities by module, screen, and/or specific fields where needed	x		x					
System shall have automated forms management/development/generation and tracking capability linked to specific functions.	x		x					
Login Security								
System shall maintain login security including number of login attempts before locking account, mechanism for unlocking accounts, and duration of time before passwords expire	x		x					
System shall interface with County single sign-on (active directory for County employees	x		x					
System shall meet Federal, State, Local and Consumer rights legislations.	x		x					
Access								
System shall require user name and password for access. New employees will need a new account created upon request.	x		x					
System shall allow assignment of role-based access to an account	x		x					
System shall allow permission by workgroup base (department sections)	x		x					
System shall provide an accessable User Log	x		x					
System shall provide Records Auditing	x		x					
System shall allow Workflow-directed access rights for County employees, Contract Employees, plus others with valid LAC email address	x		x					
Account Management								
Users within each section shall be able to maintain and update their own distribution/contact list	x		x					
Printing								
The system shall allow for printing to a network print device	x		x					
A print button option shall be displayed at the bottom of the screen	x		x					
A printed document shall have the same format as the displayed document	x		x					
Administrative								
System shall provide the ability to perform data correction	x		x					
System shall maintain an Audit trail - Full history of data changes	x		x					
System shall have the ability to assign and track users assignments	x		x					
System shall have the ability to Re-assign to another agent and track agent assignments for entire history of task	x		x					
System shall provide Dashboard capabilities for management to easily track certain performance indicators					x			Data available for customer to create new reports.
System shall provide a Comments and Notes Section	x		x					
Request Management								
System shall provide the ability for a Customers to complete an online request and route submission for approval		x	x					This folds into existing records

Exhibit C-1 Functional and Technical Requirements

Requirement								Notes
System shall provide ability to track progress as completed submission (above) moves from one group to another	x		x					
System shall provide an Email notification to requestor as completed submission moves from one group to another	x		x					
System shall provide ability to assign people to different levels of routing	x		x					
General Financials								
System shall provide the ability to create detailed revenue codes and deposit codes (interest for time deposit, interest for audit due).	x							
System shall allow for calculation and addition of late fees, penalties, and interest to billings where appropriate, using flat fee, %, or formula based on user defined parameters.		x		x				
System shall allow for Online full/partial write-offs, adjustments and corrections of invoices, and generation of two-step (user-approval before release) automatic entries to applications.	x		x					Partial payments in back office only
System shall allow for online cancellation, modification, and generation of two-step approval (user approval before release) reversals of unpaid invoices and reversing entries to transactions.	x		x					
System to allow for flagging of accounts that exempt the accounts from future collection efforts and penalties.	x		x					
System shall maintain an Account Ledger				x				
System shall maintain a Revenue Ledger				x				
System shall generate a Daily Cash Receipt Report	x		x					
Tracking								
System shall allow for online tracking of payment history (including partial collections, overpayments and adjustments)	x		x					
System shall track if a fee has been billed or not	x		x					
Audit Trail								
System shall provide the ability to generate audit balance due/credit invoices	x		x					
System shall provide for the adjustment of charges with an audit trail	x		x					
Billing and Invoicing								
System shall create system generated, automated billings from non-direct charges such as rates and units of services				x				
System shall provide the ability to design and generate ready to mail and email invoices and statements in formats defined by user and conforming to customer				x				Existing EC Report
System shall provide the ability to generate customized billings based on user defined parameters	x		x					
System shall provide the ability to reprint invoices, statements, and invoice supporting detail reports on demand	x		x					
System shall provide the ability to automatically and manually create invoices and late fees for monthly, annually, semi-annually, and as-needed accounts receivable documents				x				Existing EC Report
System shall support invoices with a report of user defined detailed information	x		x					Existing EC Report
System shall provide the ability for printing invoices & statements (email is an option)	x		x					
System shall provide for invoices that allow the addition of comments, footnotes, attachments, statements, and correspondence.	x		x					Data available for customer to create new reports.
System shall generate monthly invoice and late fees	x		x					
System shall provide the ability to adjust and void receivable transactions	x		x					
System shall have the ability to automate generating late fees with predefined criteria (i.e., percentage, flat fee, etc.)	x		x					
Payments								
System shall calculate payments and discrepancies	x		x					
System shall provide payment notifications	x		x					

Exhibit C-1 Functional and Technical Requirements

Requirement	C1	C2	C3	C4	C5	C6	C7
System shall process payments	x		x				
System shall provide online payment processing	x		x				
System shall identify a payment as billable or non-billable	x		x				
System shall track all misc. fees due by date and dollar amount, and notify user of subsequent payment dates.	x		x				
System shall have the capability to delete payment lines	x		x				
System shall process a Payment Application	x		x				
System shall provide the ability to insert comments on transaction	x		x				
System shall provide the ability to modify a payment transaction	x		x				
System shall provide the ability to post payments to multiple accounts and/or invoices	x		x				
Payment Amount Entry							
System allows Authorized Users to enter payment amounts.	x		x				
System to automatically calculate the new balance after a partial payment is posted based on the existing balance, account type (e.g., active, inactive, exempt), and any applicable penalty fees. Example: If the total due is $200 and only $100 is posted to the account the System calculates the remaining $100 plus a $50 penalty for a new balance of $150.						x	
System to notify Authorized User of outstanding balances at time of facility inspection.	x		x				
System to allow payments against specific line items on an invoice.	x		x				
Payment Type							
System allows Authorized Users to select a payment type when entering a payment amount, including, but not limited to: Check, e-check, Cash, Credit card, Debit card	x						
System allows Authorized Users to enter required payment information based on payment type chosen. Example: When the user chooses "check" as the payment type, the "check number", "check date", and "receipt date" fields will display automatically for the user to complete.	x						
Payments Received through FIS (County's ePayment Vendor)		x			x		
System to automatically save the payment amount and the associated payment type received through FIS (e.g., $150 American Express, $80 Debit card, $160 e-check).		x			x		
FIS System combines with EC for Over the Counter Payments		x			x		
System provides report which shows payments received in the order of their occurrence.	x		x				
System provides functionality to search by "check number" to identify any mistakes	x		x				
System to automate incoming electronic payment information to be posted in system.	x		x				
System to provide storefront that allows the public to identify themselves to the system then make a payment in-full or in-part based on the outstanding balance and associated balance details.	x		x				
Posting Status							
System allows Authorized Users to view and update the posting status (e.g., pending, posted) for payments. Example: Payments where provided information is not sufficient to determine where to post the payment must be posted after the payment is researched.		x			x		
Payment Adjustments							
System allows Authorized Users to adjust payment amounts after posting a payment based on security level.	x						
System requires Authorized Users to select an adjustment code when adjusting payment amounts (e.g., refund, posted to wrong account).		x			x		
System will automatically process, adjust and update the balance when an adjustment is made.	x		x				
Fees and Balance Calculation							

Exhibit C-1 Functional and Technical Requirements

Requirement								Notes
System to automatically calculate permit and inspection fees based on fee schedules and penalties. Examples: **· When business owners fail to make permit renewal payments within 30 days of the bill date, the System will automatically add a 25% or a $50 penalty fee (whichever is greater) to the payment due.** **· When there is a returned payment received, an appropriate penalty fee is added to the payment due.**	x		x					
System to automatically assign a balance type (e.g., permit balance, inspection balance, lien balance, penalty due balance and non-sufficient fund check balance) to each payment amount due.		x			x			
System to automatically assign multiple balance types if the balance amount is made up of more than one balance type.		x			x			
System to notify Authorized User of outstanding balances at time of facility inspection.	x		x					
Permit Bills and Service Reimbursement Bills								
System to automatically create permit and inspection bills for business accounts.		x	x					
System allows Authorized Users to suppress creating of bills for selected business accounts (e.g., exempt accounts).	x		x					
System to automatically create bills with a future due date and balance. Example: A bill is created on August 15, 2021 and is due on September 30, 2021.	x		x					
System to automatically create 30 day/ 60 day/ 90 day bills.	x		x					
System allows Authorized Users to print and reprint bills individually or in batch for penalties, liens, or collections.	x		x					
System displays the balance due for all accounts owned by one business owner on one bill if the business owner is assigned one mailing address.	x		x					
System prints various fonts, scanlines, and bar code on bills.	x		x					
System retrieves account, invoice, and payment information by scanning bar codes and scanlines on bills.		x			x			Existing EC report
System to allow billing at both the owner level or the facility level. Example: An owner with multiple facilities can have all bills sent to the owner address/location. Another owner with multiple facilities can have each bill sent to the facility address/location.	x		x					
System to allow for automated billing of services performed based on user activity information.	x		x					
System to allow for billing of services for unregulated facilities based on user activity information (e.g., an inspector performs an on-site investigation of a complaint against an unregulated facility and County wants to be reimbursed for their time).	x		x					
Payment Receipts								
System to automatically create payment receipts when a payment is entered (electronically, manually).	x		x					
System allows Authorized User to print payment receipts.	x		x					
System allows Authorized Users to create payment receipt report based on criteria chosen by the Authorized User: a) Date range; b) Type of payment/balance (e.g., for permits, for re-inspections)	x		x					
Liens/Collections								
System allows Authorized Users to enter and update a lien status.	x		x					
System to track collection process data and lien information	x		x					
System to automatically update lien status (e.g., renew, release) based on information received from the Treasurer Tax Collector (TTC) collection interface. The TTC collection interface Specification will be made available to the resultant Contractor.		x			x			See REVQ Integration
System to automatically update the lien status to "release" when the TTC collection interface indicates the lien is paid in full. The TTC collection interface Specification will be made available to the resultant Contractor.		x			x			
System allows Authorized Users to view lien history up to 10 years.	x				x			Data available for customer to create new reports.

Exhibit C-1 Functional and Technical Requirements

Requirement								Notes
System retains original lien data at the time the lien is created until the lien is released. Example: If the business owner's last name changed after the lien was placed, then the original last name linked to the lien must be kept in the System in order to release the lien.	x		x					
System allows authorized users to print a lien recordation document, a lien cancellation document, and a lien recorded-in-error document.	x				x			Existing EC report
Vending Machines								
System to automatically calculate the amount due for a permit based on the number of vending machines. Example: The fee for each vending machine sticker is $65.00. If there are 10 vending machines for a permit, then System will automatically calculate an amount due of $650.00.	x		x					
System to automatically link each vending machine sticker number to the associated vending machine permit.	x		x					
System displays the number of vending machines and the total amount paid on the vending machine permit.	x		x					
Payment History								
System displays all payment history information for a business account. Examples of payment history information: · Non-sufficient funds, · last payment received, · over payment, · payment due · adjustment refund · reversed charge · multi-year outstanding balances	x				x			Existing EC Report
System to track historical and current invoicing data: Archive per Fiscal Year, Produce reports based on FY trends, Produce real time reports	x				x			Existing EC Report
Information Triggering New Account Creation								
System to automatically create a new account when change of ownership is updated by Authorized Users and determine payment required.	x		x					
Payment Plans								
System supports a payment plan option for variable installments.	x				x			
Notifications								
System shall generate pre-defined automated notifications	x		x					
System shall have the ability to communicate with Outlook - when sending out notices/letters	x		x	x				
System shall support a Public Portal	x		x					
System shall allow public users to signup and submit requests	x		x					
System shall allow public users to view status of request	x		x					
System shall allow public users to signup, reset password … etc.	x		x					
System shall provide user ability to login and view their permit status	x		x					
Service Requests								
System shall provide a service request management process for all System users and public users.	x		x					
System shall support tracking: activities; assignments; completion, due dates, etc.	x		x					
System shall provide the ability to set up and track recurring monthly, semi-annual, quarterly, and annual service requests					x			Data available for customer to create new reports.
Automatic Scheduling								
System to automatically schedule next routine inspection due based on Environmental Health's risk assessment policy.		x			x			Already in Envision Connect
Appointment Creation and Updates								

Exhibit C-1 Functional and Technical Requirements

Requirement	C1	C2	C3	C4	C5	C6	C7	Notes
System allows Authorized Users to schedule and reschedule appointments (e.g., inspections, staff meeting, and site evaluation).	x		x					
System allows Authorized Users to block dates and times for single and recurring appointments for a specific User or group of Users.	x		x					
System allows Authorized Users to set up exceptions for scheduled appointments. Example: Authorized Users should be able to schedule exceptions for staff meetings (e.g., the first Wednesday of each month except for the months of July and September.	x		x					
System allows Authorized Users to add comments for any inspection.	x		x					
System should allow user to pull all inspection comments at once and populate on a reporting form.	x				x			Existing EC Report
When Authorized User reschedules or schedules an appointment the System notifies User of any appointment conflicts prior to saving the data. User must be allowed to choose which appointment will remain and which will be changed or deleted.		x			x			
Appointment Type								
System allows Authorized Users to choose the type of appointment from a list (e.g., routine inspection, re-inspection, site evaluation, complaint investigation) when scheduling appointments. Appointment types will be defined by County.	x		x					
Appointment Priority								
System to automatically assign priorities to appointments when an Authorized User schedules an appointment. Appointment priorities will be defined by County. Authorized User to be able to override the priority.		x			x			
System allows Authorized Users to update appointment priorities (e.g., Supervisor has capability to prioritize types of inspections/appointments, such as when nearing the end of a 4 month period and sites requiring 3 inspections are prioritized)		x			x			
System to have Dashboard to show individual inspector's monthly goal's progress	x				x			Data available for customer to create new reports.
Appointment Assignment								
System allows Authorized Users to reassign individual or multiple scheduled inspection appointments to other Authorized Users.	x		x					
View Appointments								
System allows Authorized Users to view their appointments based on: a) Date range b) Priority c) Appointment Type d) Address: street name, city, and zip code e) Outstanding balance due	x		x					
System allows Authorized Users to view the appointments of other Authorized Users based on date ranges, selected appointment types, and priority.	x		x					
System allows Authorized Users to view and/or print site information (e.g., Business name, Owner Name, Business ID, Permit Number) for each scheduled inspection.	x		x					
Time Tracking and Calculation								
System allows Authorized Users to enter the start and end date, revised date, start and end times for projects.	x		x					
System to automatically save the start and end dates, start and end times for all inspections (e.g., routine inspections, re-inspection, site evaluation, complaint investigation).	x		x					
System parameter allows or prohibits users from editing the date, start/end time for all inspections (e.g., routine inspections, site evaluations, and complaint investigations).		x			x			
System parameter allows for flagging of all inspections where start/end time has been manually overridden.							x	Not possible.

Exhibit C-1 Functional and Technical Requirements

Requirement	1	2	3	4	5	6	7	Notes
System to automatically calculate the actual time spent on each scheduled appointment based on start and end dates, and start and end times (e.g., billable service, inspection, and project).	x				x			
System calculates the total dollar amount spent on projects and inspections based on the total time and staff level (e.g., Environmental Health Specialist I, II, III, and IV) County will provide staff level billable rates.	x				x			
System to allow ability to identify activities performed on overtime	x				x			
General Data Capture								
System allows Authorized Users to enter permit and inspection information for all Environmental Health programs	x		x					
System allows Authorized Users to enter Temporary Food Facilities inspections.	x		x					
System allows for creation of data fields with various data formats to enable the County to add data fields to the database whenever necessary and without limits.	x		x					
System allows Authorized Users to update selected permit and inspection information for all Environmental Health programs	x		x					
System allows Authorized Users to add new site information and update existing site information (e.g., Business name, Owner Name, Business ID).	x		x					
System allows Authorized Users to add and update plan and permit statuses (e.g., under review, on hold, approved, not approved) for each site.	x		x					
System allows Authorized Users to enter and update account types (active, inactive, exempt) for each site.	x		x					
System allows Authorized Users to enter permit, inspection and payment comments in free text fields.	x		x					
System allows for a centralized hub to view all record information instead of multiple dispatch centers	x		x					
System allows ability to add/remove columns on reports directly from the system (Dashboard)	x		x					
System provides for easy conversion of report to Microsoft Office documents/spreadsheets with the same formatting	x		x					
System to track the progress and status of all complaints	x				x			Data available for customer to create new reports.
System to show history/chronology of each complaint	x				x			Data available for customer to create new reports.
System to allow Data Management of Temporary Food Facilities: · Tracking of both community events and temporary food facility booths separately · Provide simple and quick method to track which booths are associated with a particular community event · Allow for online payment and permit issuance for booths associated with a particular community event on the EH Portal · Allow for a temporary food facility booth to be linked to multiple community events	x		x					
System to allow supervisors and management to determine which inspections require follow up investigations and monitor when they are past due	x		x					
System to show last routine inspection date on inspection scheduling list		x		x				Does not show on scheduler. Data available for reporting.
System to limit which inspection reports can be selected for printing based on program element and service code. Example: prevent observation reports being printed on compliance reports and vice versa							x	
System to allow generating electronic citation forms as part of the inspection process	x		x					
System to have various levels of system access restrictions.	x		x					
Sytem to allow the option to automatically sent reports to the operator via email and archived, updating the central database in real-time.	x		x					
Inspection Review								

Exhibit C-1 Functional and Technical Requirements

Requirement								Comments
System to allow a mechanism for supervisor review/approval and track if report was reviewed and by who.	x		x					
System to allow multiple Authorized Users to review/approve inspection reports	x		x					
System to allow multiple Authorized Users to edit inspection reports	x		x					After they are exported in Word
Inspection Data Capture								
System allows use of native functions of the client device, including but not limited to: on-screen keyboards, GPS, voice dictation, and cameras.	x				x			
System allows Authorized Users to select inspection statements from a list.	x				x			
System allows Authorized Users to edit each standard inspection statement after it is selected from a list.	x							
System allows Authorized Users to select standard inspection violation statements from a list when conducting inspections.	x		x					
System allows Authorized Users to edit each selected standard inspection violation statement after selected when conducting inspections.	x		x					
System allows Authorized Users to enter and update lab information on samples collected during the inspection (e.g., real-time lead paint content readings).	x		x					
System allows Authorized Users to create and save diagrams, pictures, supporting files, and official inspection reports and link them to appropriate database records.	x		x					
System to automatically populate site information (e.g., Business name, Owner Name, Business ID, Permit Number, District Office, and District Contact) on inspection forms when a new form is selected for a specific site within a program.	x		x					
System records changes on record fields to provide information on what was updated, when it was updated, and who updated it.	x		x					
System allows Authorized Users to use digital writing when entering inspection information including digital signatures.	x		x					
System to allow documenting of housing inspection results by unit without having to create identifiers for each unit in the system. Provide a way to capture violations per unit, as well as unit per violation type.		x			x			
System to allow launching of re-inspections from the routine inspection and designate violations as "in-compliance" when corrected.	x		x					
The System allows Authorized Users to enter inspection information using mobile devices in the field in both online (database and internet connected) and offline mode.	x		x					
The System shall be web-based and device/platform agnostic.	x		x					
System allows Authorized Users to enter inspection information in both online (database and internet connected) and offline mode including: Information to complete an inspection report.	x		x					
System allows Authorized Users to schedule inspections in both online (database and internet connected) and offline mode.	x		x					
System allows Authorized Users to access information in both online (database and internet connected) and offline mode.	x		x					
System to automatically retain inspection information on mobile devices when online connection is lost during information entry, allow data capture to continue in offline mode, and automatically reconnect when online connection is again available.	x		x					
Spelling, Grammar, Dictionary Features, User Interface								
System allows Authorized Users to use spelling and grammar check	x						x	Spell check only
System to fully support User Interface scaling for improved user accessibility	x		x					
System allows ability to produce maps of inspection district boundaries and the inventory to ensure all assigned sites are within the geographical area.	x		x					
User Maintenance								
System allows Authorized Users to add new users.	x		x					

Exhibit C-1 Functional and Technical Requirements

Requirement								Notes
System allows Authorized Users to assign or reassign a security level to each user.	x		x					
System allows Authorized Users to assign or reassign users to Environmental Health program(s)	x		x					
System allows Authorized Users to update employee and user information.	x		x					
System will maintain functionality when upgrading to Windows 11 and beyond.	x		x					
Data Storage/Retention and Upload								
System allows for secure/encrypted data uploaded in the field via cell phone and/or tablet.	x		x					
System includes automatic data purging capability according to Department of Public Health (DPH) Records Management Program Policy No. 343-R1. Specific time frames for purging information will be provided by the County.		x			x			
System contains adequate storage for attachments/photos/videos.	x		x					
System allows Authorized Users to upload support table data (e.g., updated codes, fee schedules).	x		x					
Data Retrieval								
System provides ability to use multiple criteria when filtering and searching data across multiple tables (e.g., date range, key word, sites, permit number, parcel number).	x		x					
System provides savable public and private views so that screen layouts and workflows can be standardized across users (e.g., all call center operators access a complaint screen and complaint search capability that looks the same).	x		x					
System allows Authorized Users to view, export, and print data based on Authorized User security level.	x		x					
System to enable preparation of quantitative and qualitative financial reporting, including a) revenue, b) by PE Code, and c) by Program, and to be reportable by daily, weekly, monthly, quarterly, and yearly formats	x				x			Some existing reports. Data available for customer to create new reports.
System allows the identification of duplicate complaints or alerts user of potentially entering a duplicate complaint		x			x			NEW - Scripting
System to automatically notify Permits and Licensing when a citation service record has been changed to an appeal or hardship waiver		x			x			
System to identify records with pending court cases/FTB/FTB appeals/CA & DA hearing with a complete history of each, including investigations, re-inspections, compliance reviews, events, etc.		x			x			
System to identify records under R.E.A.P.	x		x					
System to allow generating reports which shows "trends", for example: produce reports that show the fluctuations in violation over time or seasonally.	x		x					
System to allow generating reports which show types of facilities by number of violations. For example, show a list of grocery store chains by number of violations, so the chains with the most violations can be identified		x			x			
System to allow ability to generate reports that allow cost recovery per incident (item, dates, hours, costs, etc.)	x				x			
Forms Management								
System allows for the creation of electronic form records.	x		x					
Template Management								
System allows for issuance of a pool technician identification card.	x		x					Existing EC Report
System allows for issuance of a backflow tester identification card.	x		x					Existing EC Report
System allows for issuance of body art practitioner certification.		x			x			NEW - An exam can be built.
Plan Applications, Permit Applications and Plans								
System tracks steps/tasks associated with new plan and permit applications for both Authorized Users and external customers. System allows Authorized Users to assign and update the status for plan applications, permit applications and plans (e.g., approved, not approved).	x		x					
System notifies Authorized Users and external customers of actions necessary to process applications, plans, and/or permits.	x		x					

Exhibit C-1 Functional and Technical Requirements

Requirement	1	2	3	4	5	6	7	Notes
System allows Authorized Users to assign one plan or permit application to multiple business addresses at the same time. Example: A food demonstrator is required to submit one permit application to demonstrate food products in three different Costco locations. The permit application should be stored under each of the three Costco addresses at the same time.	x		x					
System allows Authorized Users to assign multiple plan applications and/or multiple permit applications to one business address. Example: A private school is required to submit one permit application for food and a separate permit application for a pool. Both the food and pool permit applications are saved under the school's site location.	x		x					
Application Forms Submitted by the Public								
System to provide an Public Portal capable of allowing citizens to: Create and maintain a citizen account on the Public Portal Submit permit applications, plan reviews, and electronic plans, and other forms Obtain billing statements and query financial status Make electronic payments online Print a permit once the annual fee is paid	x		x					
System to be able to save plans, plan applications, or permit applications submitted by the public through the Public Portal.	x		x					
System to auto link addresses to the correct facility/record ID when migrating complaints from the Public Portal to the System by validating the location with GIS upon migration.		x		x				
Each plan, plan application, or permit application submitted by the public through the Public Portal interface automatically is saved under the site's business address and enters automated system workflows.	x		x					
Letters and Notices								
System allows Authorized Users to create letters that automatically populate information on EH regulations.	x				x			Existing EC Report
System creates plan, permit, inspection, payment letters, and notices based on stored information.	x		x					
System allows Authorized Users to print and reprint letters and notices individually and in batch.	x		x					
System allows Authorized Users to schedule when payment letters will be printed individually and in batch.	x		x					
Automated Workflow								
System to provide automated workflow tasks for plan submissions, permit applications, and other routine EH functions (e.g., approvals) that track the type and order of tasks associated with the workflow and the interaction with system users (including both the public and internal authorized users).	x		x					
System to automatically notify supervisor when an inspection or site evaluation document is ready for review.	x		x					
System to automatically notify the inspector when the supervisor has corrections regarding an inspection document or site evaluation document.	x		x					
System to provide an intuitive, code-free workflow designer.	x		x					
System workflows must interact with the saved diagrams, pictures, supporting files, applications, forms and other documents saved in the system and tracks necessary documents required for a workflow.	x		x					
System workflows must interact with document review software (e.g., Bluebeam) to provide full-featured electronic document review, markup, and approval (e.g., official stamp) within the workflow.		x			x			
System to provide workflow reporting including workflows in process, workflows past due, and Key Performance Index (KPI) reporting about each workflow.	x				x			Data available for customer to create new reports.
System to provide workflow dashboards that indicate which workflows/tasks are most pressing and provide other management level reporting.		x			x			

Exhibit C-1 Functional and Technical Requirements

Requirement								Comments
System to provide workflows that allow for parallel branches and conditional tasks.	x		x					
System to provide workflows integrated with role-based access control.	x		x					
System to provide the ability to initiate or continue workflows based on the passage of time. For example: plans must be reviewed within a specified time period otherwise they will be automatically approved and moved to next step in the workflow.		x			x			
System to provide workflows that integrate with other services such as email, text, and calendars.	x				x			Native phone functionality used.
Automatic Notifications and Mass Notifications								
System allows Authorized User to set individual time intervals (e.g., one day prior, 2 hours prior) on when to be notified of upcoming inspections.	x				x			Quick Query
System to send automatic notifications for permit renewals and outstanding fees to increase revenue collection.	x				x			
Manual Notifications								
System allows Authorized Users to send notifications to specific Authorized Users or Authorized User groups. Examples: notification through email to attend an impromptu team meeting; notification through a pop-up message that the System will be down in one hour.	x		x					
System allows Authorized Users to choose when (date and time) to send a notification (e.g., popup message or email reminders for upcoming meetings).						x		
System allows Authorized Users to send emails to business owners regarding changes on food and safety (e.g., food recalls).	x		x		x			
System allows Authorized Users to send mass/bulk email to business owners regarding changes on food and safety (e.g., food recalls).		x			x			
System allows Authorized Users to send emails to Environmental Health personnel regarding inspections and permit information (e.g., food borne illness complaint).	x		x					
Cross Connections								
System must track backflow tester information beginning with the application to become a tester, the testing process, and certification.		x			x			
System allows the tracking of backflow tester device information including various statuses and testing dates.	x				x			NEW - Batch and Script
System to issue initial and follow-up test notices for backflow testers when testing is due.		x			x			
System to allow certified backflow testers to submit backflow test results via the Public Portal.	x				x			
System to update tester information on the website automatically on a weekly basis upon passing the backflow certification test.		x			x			
System to allow for manual entry of new records to address any back log, and when results cannot be entered in the Public Portal.		x			x			
Land Use								
System to track quarterly reports submitted by the pumper truck operators.		x			x			NEW - New record type required plus automation, Pumper truck amendment record.
System to include Public Portal for data entry (e.g. pumper truck sewage pumped volume, addresses, dates, etc.)	x		x					
System to interface with EPIC-LA		x			x			
System to track all OWTS and NOWTS in unincorporated LA County and MOU cities.	x				x			
System to have GIS capability to map and identify all OWTS / NOWTS in inventory (be able to generate inventory maps)	x				x			
System to track NOWTS annual reports (be able to flag delinquent systems and generate automatic reminder)		x			x			Data available for customer to create new reports.
System to track and flag possible failed systems. For example: locations that have been pumped twice in a six month period.		x			x			

Exhibit C-1 Functional and Technical Requirements

System to track all identifying information for each registered truck / portable toilet company	x		x				
Recreational Waters							
System to track pool technician tester information beginning with the application to become a tester, the testing process, and certification and various statuses and testing dates	x		x				
System to allow printing of pool technician certificates	x		x				
System to track passing score, generate a permit, and congratulations letter	x		x				
System to mass print wallet cards and individual wallet cards	x			x			
System to create list of current pool technicians and contact information to publish on the web.	x		x				
System is able to generate ocean sampling reports required by the State.	x			x		Data is available for reporting.
Solid Waste Management							
System to track inspection reports submitted to the State.	x		x				
System to have multiple categories/fields to record waste hauler's information such as LEA jurisdiction, truck type, etc.	x		x				
System to have GIS capability to map and identify all different types of solid waste sites.	x		x				
Drinking Water							
System to allow tracking of completed applications	x		x				
System to allow running of all necessary reports for water systems (e.g., Emergency Notification Plan, Bacteriological Sample Siting Plan, Lead and Copper Reports, Vulnerability Assessment Monitoring Frequency Guideline, Disinfectant by-product, etc.)	x			x		Data available for customer to create new reports.
System allows entry of water quality data (chemical, microbiological)	x						
System allows tracking of the MCL exceedances	x						
System to save all previous data for systems when changing the ownership.		x		x			
System to archive previous contact information for water systems.	x		x				
System to provide the latest chemical report using the most current data.	x			x		Data available for customer to create new reports.
System to have different types of enforcement document templates and permit templates in the system and to be able to enter current values for the parameters to create completed forms.		x	x				
System allows reviewing LPA inventory, inspection dates, enforcement actions, treatment list, Electronica Annual Reports (EAR) and Consumer Confidence Report (CCR) monitoring reports, bacteriological and chlorine residual monitoring lapses, positive bacteriological sample monitoring, etc.	x			x		Data available for customer to create new reports.
Temporary Food Facilities							
System to allow for tracking of both community temporary events and temporary food facility event booths separately (e.g., a BBQ food booth that travels to various community temporary events).	x		x				
System to allow a simple and quick method to track which booths are associated with a particular community temporary event.	x		x				
System to allow for online payment and permit issuance to booths associated with a particular community temporary event on the Public Portal.	x		x				
System to allow for a temporary food facility event booth to be linked to multiple community temporary events.	x		x				
System to allow for recording inspections against an individual booth at a particular community temporary event.	x		x				
System to allow event organizers to pay for all booths at an event or individual booth operators to pay for their booth separately.	x		x				
Supervisor, Employee, and Employee Assignment History							
System maintains current and historical relationships between Supervisors and Employees.		x		x			

Exhibit C-1 Functional and Technical Requirements

Requirement								
System maintains current and historical relationships between Employees and Employee Assignment History.		X				X		
Document Management System								
System has a document management system.	X			X				
System shall have the capability to export to Excel or PDF	X			X				
System shall provide the ability to attach image files.	X			X				
System shall provide a Document Management System with query, workflow, and retention scheduling capabilities	X			X				
System allows Authorized Users to access the DMS using a Single Sign-on capability.	X			X				
System allows Authorized Users to access the DMS through various functions in the System without leaving the screen they are working on.	X			X				
System to track the progress and status of court cases, Franchise Tax Board (FTB) referrals, FTB appeals, and CA/DA hearing requests.		X				X		
Document Storage								
System provides the ability to save documents in the System's DMS (e.g., plan applications, permit applications, plans, pictures, diagrams) in a hierarchy/location defined by County. Example Hierarchy/location: Site number, APN (Assessor Parcel Number), Permit, DBA (Doing Business As), Name of corporation or person (owner or operator).	X			X				
System allows Authorized Users to select metadata (e.g., categories, key words) based on the type of document when saving documents in the System's DMS.	X			X				
Document Retrieval								
System allows Authorized Users to search for documents, including documents submitted through the LA County Public Health website interface, using metadata (e.g., categories, key words) linked to the documents .							X	
System allows Authorized Users to view documents stored in the DMS, including archived documents.	X			X				
System's DMS allows Authorized Users to select, print, and download one or more documents, including archived documents.	X			X				
When printing stored document(s) with embedded digital signature(s) System prints the digital signature(s) within the document.	X			X				
Document Integrity								
System's DMS prohibits Authorized users from editing and updating previously signed and saved documents. Example: A completed inspection report with digital signatures is saved as a pdf document. This saved document cannot be updated or altered in any way, but the Authorized User is able to view the document online and print the document as needed.	X			X				
System prohibits Authorized Users from updating saved digital signatures.	X			X				
System's DMS allows Authorized Users to create and save addendums to documents.		X				X		
System's DMS allows Authorized Users to edit selected metadata (e.g., categories, key words) linked to a document after it has been saved in the DMS.							X	
Document Archiving								
System to automatically archive stored documents. Archiving timelines will be defined by County.		X		X				
System allows Authorized Users to archive single or multiple documents. Multiple documents must be archived at the same time.		X		X				
System prohibits documents from being archived or unarchived based on document security settings (e.g., waivers will never be archived). Document security settings will be defined by the County.		X		X				

Exhibit C-1 Functional and Technical Requirements

Exhibit C-1 Functional and Technical Requirements

Requirement								Comments
System allows Authorized Users to restore documents (including archived documents), to their original hierarchy/location. Hierarchy will be defined by County. Example Hierarchy/location: Site number, APN (Assessor Parcel Number), Permit, DBA (Doing Business As), Name of corporation or person (owner or operator)		X		X				
Document Reassignment								
System allows Authorized Users to reassign metadata categories of the hierarchy/location of a document stored in the System's DMS. Example Hierarchy/location: Site number, APN (Assessor Parcel Number), Permit, DBA (Doing Business As), Name of corporation or person (owner or operator)						X		
Map Layers								
System Portal must be able to verify that facility locations and service request locations are within County boundaries before offering use of the Portal. Example: Portal User requesting a plan check for Pasadena (which has their own health department) would not be able to submit plans/payment for the Pasadena facility. But, rather, they would be directed to the Pasadena health department.	X				X			Yes, as long as the information is available in their arcgis map service.
System must be able to auto populate APN and other assessor data in System.	X		X					
Map Viewer								
System includes an interactive map viewer that can display inspection and County GIS data.	X		X					
Map viewer allows users to interact (zoom in, zoom out, move the map – also known as panning) with the map.	X		X					
Map viewer defaults to show the location of a business when the user is viewing the selected location.	X		X					
Map viewer to be able to search by address or APN (Assessor Parcel Number).	X		X					
Map viewer to be able to hide or show map layers.	X		X					
Map viewer to be able to use different symbols for different types of information (e.g., red dots for complaints, blue dots for routine inspections and green dots for re-inspections).	X		X					
System GIS and Map view functions must be available on all types of computing devices (including phones and other handheld devices) even if an Authorized User is in the field.	X		X					
Map viewer allows Authorized Users to click on a location and view the site information for that location.	X		X					
Directions and Mileage								
System shall be able to use the routing services to find driving directions to inspection sites.		X	X					
System to automatically save the mileage for each route generated.						X		
System allows Authorized Users to edit the mileage recorded for each route.	X		X					
Reporting								
System shall support the generation of various user defined reports, including: billing status, unbilled charges, billed charges, aging of accounts, referrals of delinquent accounts, receivables tracking, long-term receivables, and statement billing status	X		X					Data available for customer to create new reports.
System shall generate Ad-hoc reporting that can be linked to any data point	X		X					Data available for customer to create new reports.
System shall provide the ability to create financial data reports with any selected range of time	X		X					Data available for customer to create new reports.
System shall provide ability to easily sort selected data, adding or deleting to the reports	X		X					Data available for customer to create new reports.
System shall provide the ability to 'dashboard' defined critical information	X		X					Data available for customer to create new reports.
System shall provide ability to produce ad hoc financial reports	X		X					Data available for customer to create new reports.

Exhibit C-1 Functional and Technical Requirements

Requirement								Comments
System shall support the ability to view customer account financial information in summarized and detailed formats	x		x					Data available for customer to create new reports.
System shall provide for individual account status reports with running balances detailing charges, payments and adjustments	x		x					Data available for customer to create new reports.
System shall generate customer invoices and statements that includes a message section that can be altered at any time specific to the account.(i.e. fee increases, notice adjusting auto-pay amounts)	x		x					Data available for customer to create new reports.
System shall generate Customer Account Statement in Summary and Detailed format	x		x					Data available for customer to create new reports.
System shall generate reports on which expenditure was billed out and which was not	x		x					
Report Access and Security								
System allows Authorized Users to generate and print inspection, permit and payment reports based on their security settings.	x		x					
System allows Authorized Users to export reports to Excel, PDF and xml based on their security settings and to export data in a variety of other formats.	x		x					
Reports Included								
System includes payment reports	x		x					
System to allow capability to generate and print receipts for cashier	x		x					
Report Generation and Updates								
System allows Authorized Users to design and create new reports and assign report type.	x		x					
System allows Authorized Users to update existing reports.	x		x					
System allows Authorized Users to schedule when permit, inspection, payment, and other reports will be run and distributed (e.g., one-time or recurring reports with optional methods of distribution (i.e. email, report depository, print).	x		x					
Ad Hoc Reports								
System allows Authorized Users to create ad hoc reports.	x		x					
Processing Reports								
System allows reports to be processed in the background while other System functionality is being used.	x		x					
System must have a dedicated report server that does not share resources with the main server.						x		
Report Analysis								
System allows Authorized Users to view the highest level of information listed in a report and allow the user to view more detailed information (i.e. drill down). Example: The results of a report list the name of all food facilities in the city of Baldwin Park. From within the report the user can go to a more detailed level of information such as the dates and types of inspections completed for each facility listed on the report.	x		x					Data is available for reporting, dashboards or PowerBI
System allows Authorized Users to move to a higher level of report detail from a lower level of report detail. Example: Breadcrumb trail on top of the page provides links back to each previous page the user navigated through to get to where they currently are.	x		x					
System allows Authorized Users to create graphs and charts based on information stored in the System (e.g., line graphs, pie charts). Example: Authorized User creates a line graph to show the trend in how many McDonald's restaurants were inspected for each month of a fiscal year.	x		x					
System allows Authorized Users to choose the sort order for report results. Example: User can sort inspection report results first by district, second by inspection score, and third by restaurant name.	x		x					
Public Portal								
System to allow registration for Body Art practitioners, Cottage Food operators, or other industries that are required to register, but are not permitted.	x		x					Ability to do this via cloning

Exhibit C-1 Functional and Technical Requirements

Requirement								
System to include option for filtering results by business categories.	X		X					
System publishes inspection report PDFs for public search and viewing.	X		X					
Public Portal for Permittees and Plan Submission								
System requires public users of the Public Portal to create an account prior to using the Public Portal.	X		X					
System maintains Public Portal user accounts, passwords, preferred communication methods, other account information and provides intuitive use of the portal on all types of computing devices including phones and other handheld devices.	X		X					
System allows Public Portal users to maintain all aspects of their permit including permit renewal, payments, and permit printing (Program specific).	X		X					
System allows the Public Portal user, Authorized Users, and System workflows to communicate seamlessly based on the Portal user's preferred method of communication. Examples: 1.) Back and forth communication during a plan review workflow that includes plan markup/revision/resubmission. 2.) Text or email messages to notify a Public Portal User that action is required or that something occurred related to their Pubic Portal Account (e.g., a bill was generated, a payment is due, a permit must be printed, etc.)	X				X			
System allows Public Portal users to make payments for permits/licenses, services, plan review, owner-initiated inspections, and other types of charges or fees via FIS (the County electronic payment vendor).	X		X					
Data Analytics and Open Data								
System must provide automated updates of various System data to an analytics environment so that various data usage/visualization tools can be used for analysis without impairing the production environment.	X		X					
System must provide reporting and visualization tools that are native to the System software for use by non-technical, non-IT staff use.	X		X					
System / interface to monitor user activity statistics and hardware loads.	X			X				
System allows for customization of the user interface and data tables with custom fields and custom naming.	X		X					
System is able to refresh testing and training environments.	X			X				
System to interface with eCAPS (Employee Self Service)		X			X			
System to allow reports to be updated with changes in laws and codes	X		X					
Incoming Batch Interfaces								
System allows payments to be entered /updated in batch mode from CORE and WAUSAU interface (see Attachment C2D (WAUSAU and CORE Field specification)). NOTE: CORE and WAUSAU are systems maintained by the County Treasurer and Tax Collector (TTC) for cashiering and remittance processing of mailed checks. TTC sends zero, one, or many flat files each business day to a shared SFTP site. Each file must be converted into System format for import and automated payment posting		X			X			
System allows electronic payment information to be entered/updated in batch mode from FIS, the County's electronic payment vendor. Note: FIS has a flat Merchant Activity File (MAF) that must be accessed at a designated time each day. Each file must be converted into System format for import and automated payment posting using a different payment type than the payments from CORE/WAUSAU.		X			X			
System automatically updates ownership information using data from the County Assessor. Note: The County Assessor file is updated once a week in a County repository. Using only System apartment parcel IDs, this process must update same-owner information (e.g., address change) and actual ownership changes. Historical ownership information must be maintained in System.		X			X			
System must allow each file to be converted into System format for import and automated payment posting.		X			X			

Exhibit C-1 Functional and Technical Requirements

Requirement	1	2	3	4	5	6	7	Notes
System must continue to allow for Weekly Assessor Ownership Update, and maintain historical ownership information in the System.	x				x			NEW - Leverage GIS Batch to keep in sync. Scripting to cross reference.
System automatically updates docket information using data from the TTC Registrar-Recorder when a lien is officially recorded.		x			x			
System to allow Liens Batching		x			x			LA says Liens may not be in REVQ by the time this integration needs to be built. This would require change management if it is to be added later.
Develop batch electronic transfer files					x			System is capable of doing this.
Outgoing Batch Interfaces								
System must provide a daily flat file to Yelp containing restaurant inspection and violation data. Note: Yelp currently picks up this flat file by accessing our EnvisionConnect server directly, but this method is not mandatory.		x			x			
Electronic and API Interfaces								
System will share (send and receive) data with EPIC-LA (Electronic Permits and Inspections for County of LA used by County's departments of Building and Safety, Regional Planning, Fire, TTC, and Parks. This electronic interface has not yet been defined.		x			x			Accela has provided a scope for this integration.
System receives lab results on samples tested from Public Health Laboratory.		x			x			NEW - A self service method will be developed. Not using HL7 integration.
System APIs and documentation are provided to build custom interfaces.	x		x					
FIS Bi-directional API for ePayments. System integrates (send and receive data) with the County's electronic payment processing system so e-check and credit/debit card payments can be tied to a specific account/transaction identifier.	x	x			x			
Non-production database environments to be hosted on a separate server than the Production environments						x		
Separate replicated database provided for reporting and business intelligence	x		x					Requires ERD.
Ability to auto reassign inspections districts.		x			x			NEW - Scripting

Exhibit C-1 Functional and Technical Requirements

Technical Requirement Response Form Matrix			How it will be Provided					
	Phase 4	Phase 5	Standard Feature	Tool Customization	Tool Integration	Purchased Service	Other	Comments
General Technical Requirements								
System shall provide a secure web based user interface for user to access the system from various operating systems (e.g., Windows 11, etc.).	x		x					
System shall provide a secure web based user interface for user to access the system from a web browser.	x		x					
System shall provide a user interface that complies with recognized usability standards (ie.g, the American Disabilities Act (http://www.ada.gov/), the Rehabilitation Act Section 508 (http://www.section508.gov/, etc.).	x		x					
System shall provide a Fully Managed Solution (Vendor-Hosted).	x		x					Accela will manage the environment and version upgrades. Daily administration of the solution such as: adding users, configuration changes, and process modifications etc. are the responsibility of the customer after go-live.
System shall provide a device agnostic solution, with respect to devices used for data entry.	x		x					Client device/software minimum requirements are in Product documentation.
System shall provide a browser agnostic solution (e.g. Edge, Chrome, Firefox, Safari, etc.).	x		x					
System shall provide a comprehensive audit trail for all material actions (e.g. login, maintenance, activity) performed in the system.	x		x					
Infrastructure								
System shall include all infrastructure support.		x		x					Accela components which facilitate service delivery.
System shall, at a minimum, have the following environments: Test - environment to support testing, including unit testing, system testing, integration testing, performance testing, User Acceptance testing, and automated regression testing; Production - environment that is comprised of the EHPIMS that has been fully tested and integrated and is accessible by authorized users.	x		x					Each SaaS customer receives a Production and 2 nonproduction tenant instances as base.
System test environment shall support all testing activities as specified in Exhibit B (Statement of Work) for all system and System changes and modifications (both minor and major) prior to implementation in the production environment. These testing activities include: System testing; User Acceptance Testing.	x		x					
The test and staging environments shall include robust and automated regression testing tools for use by County-specified users.	x		x					Accela provides a test environment but not testing tools. Regession testing is carried out by the customer and is generally a subset of the UAT test cases.
Performance and Availability								

Exhibit C-1 Functional and Technical Requirements

	Phase 4	Phase 5	Standard Feature	Tool Customization	Tool Integration	Purchased Service	Other	Comments
System environments shall be accessible to County-specified users, as determined by County.	x		x					Service is available over secure HTTPS protocols via public internet.
System environments shall operate on a 24x7x365 basis.	x		x					Service uptime commiment is 99.9% excluding scheduled downtime as outlined in Availability Policy, at https://www.accela.com/terms/
System Availability shall be ninety-nine percent (99.9%)	x		x					same
System shall have an average response time of two (2) seconds, as measured from the Hosted Environments.								Accela does not have a response time commitment.

Exhibit C-1 Functional and Technical Requirements

EXHIBIT C-1 FUNCTIONAL AND TECHNICAL REQUIREMENTS FOR EHPIMS UPGRADE TO ACCELA ENVIRONMENTAL HEALTH								
Security Requirements Response Form Matrix			How it will be Provided					Comments
	Phase 4	Phase 5	Standard Feature	Tool Customization	Tool Integration	Purchased Service	Other	
Access								
System shall utlize the County's Identity Management Module to support Single Sign-On (SSO) for County users.			X					For SaaS customers in the Azure environment, Accela offers a single sign-on service (SSO) that makes it easy to integrate our back-office solutions with third-party identify providers (IDP) Okta, Azure Active Directory, or another SSO application to control user access to the Civic Platform.
System shall provide the option for Multi-Factor Authentication for users not included within the County's Identify Management Module.			X					
System shall support password complexity that meets the following requirements: a.) must contain 3 out of 4: 1 upper case alpha, 1 lower case alpha, 1 numeric, and 1 special character; b.) Minimum password length - 8 characters.			X					
System shall have all default passwords in hardware and software changed prior to deployment.			X					
System shall provide the following password change rules for user accounts: Passwords can only be changed by the authorized System Administrator or the associated user; Passwords can be changed by the authorized System Administrator or the associated user at any time; Users are re-authenticated before changing passwords.			X					
System shall not display the password as clear text (Password Masking).			X					
System shall encrypt passwords before being transmitted.			X					
System shall salt and one-way hash passwords before being stored.			X					
System shall encrypt sensitive data transmitted between clients and servers.			X					
System shall provide a web (HTTPS) interface and an SSL configuration mechanism.			X					
System shall provide a secure process for users to reset their own passwords in the event that they have forgotten their User ID and/or Password.			X					
System must automatically timeout a session if it is idle for a pre-specified and configurable duration.			X					
System must warn the user before the timeout and prompt the user to re-authenticate within a specified period of time.			X					
System shall limit session lifetime to a pre-specified and configurable duration.			X					
User Profiles/Administration								
System shall provide the ability for users to define and store user profile information (e.g., user's name, user ID, email)			X					

Exhibit C-1 Functional and Technical Requirements

			X				
System shall provide the ability to define user roles and user groups and associate these with user accounts.			X				
System shall allow authorized site-specific users to manage site-specific user groups and user accounts up to and including their level of authority.			X				
System shall provide the ability to restrict access based on users' accounts' privileges.			X				
System shall allow restriction of rights, privileges or access at the user and group level.			X				
Input Validation							
System shall insure that input validation is applied whenever input is received through user or external data interfaces. The validation approach is to constrain, reject, and then sanitize input.			X				
System shall not rely on client-side validation. The RMES design shall assume that user input is malicious.			X				
System shall validate data for type, length, format, and range. The EHPIMS shall maintain consistent data validation across the solution.			X				
System shall have measures to prevent the upload of unauthorized files (e.g., executable files).			X				
Parameter Manipulation							
System shall validate and sanitize all input parameters (including form fields, query strings, cookies, and HTTP headers).			X				
System shall encrypt cookies with sensitive data (e.g. authentication cookies).			X				
System shall not pass sensitive data in query strings or form fields.			X				
System shall apply HTML encoding to strings before accepting or displaying them, so that the strings do not include any executable elements.			X				
Sensitive Data							
System shall not store sensitive data and secrets (e.g., password challenge phrases, credential and authentication tokens) in code.			X				
System shall store secrets securely using a one-way hash or encryption. System shall not store secrets, database keys, connections, and passwords in plain text.			X				
System shall protect application logs that contain sensitive data.			X				
System shall provide database/file encryption for protection of sensitive data fields while the data is at rest (e.g., stored data).			X				
System shall include protection mechanisms for sensitive data that is sent over the network.			X				
System shall transmit sensitive data using secure protocols, such as sftp, ssh, https, etc., or tunneled through an authenticated encrypted connection (e.g., VPN).			X				
Encryption							
System shall use FIPS 140-2 compliant encryption solution and, at minimum use industry standard cryptography available for the platform (e.g., AES 256).			X				
System shall securely deliver information over the internet using encryption (e.g., triple-DES (Data Encryption Standard), Advance Encryption Standard (AES)).			X				
System shall use the latest, stable and industry recommended version of SSL/TLS to deliver encrypted data over the Internet.			X				
System shall encrypt all confidential and sensitive data at storage and in transit.			X				
Exception Management / Error Handling							

Exhibit C-1 Functional and Technical Requirements

			X					
System shall provide exception handling to minimize information disclosure in case of an exception (e.g., login failure).			X					
System shall return generic errors messages to the client, to avoid disclosure of sensitive information (e.g., database error, application error).			X					
<mark>Backup</mark>								
System Data Center(s) and backup/replication locations shall reside in the Continental United States.			X					
System backup processes shall be automated.			X					
System shall complete backups during Off Prime Business Hours, with no adverse effect on System performance.			X					
System shall, at a minimum, backup data, on a daily basis.			X					
<mark>Infrastructure and Hosting Environment</mark>								
System shall implement Network Intrusion Prevention System (NIPS) or Network Intrusion Detection System (NIDS) for the internal network.			X					
System shall implement Host Intrusion Prevention System (HIPS) on the servers.			X					
System access shall be restricted through a whitelist of IP ranges.								
System shall keep all components updated with current antivirus, operating system, and application security patches.			X					
System shall be contained by a perimeter firewall to protect network from external attacks.			X					
System shall undergo periodic web application vulnerability testing/scanning (e.g., static, dynamic).			X					

Exhibit C-2

Interface Specifications

1.0   PHASE 4 INTEGRATIONS FOR SYSTEM

Additional System Requirements and Specifications for Interfaces will be gathered and documented pursuant to Task 3 (Phase 4 – Requirements Gathering)

1.1   *FIS Payment Processing*

Integration to redirect customers between Accela Citizen Access (ACA) and the payment processor to accept payments. Customers redirected to the one-time payment page of the payment site to pay associated fees in the System. Once payment is complete, System will update accounts.

Credit card information, while captured by the merchant bank, FIS, is not passed back through to the System. Only payment information related to the System account numbers and the account's total due amount are passed back.

County is responsible for accessing the Merchant Activity File though a secured connection and balancing credit card activity on FIS to the credit card payments recorded in the System.

1.2   *Batch Payment Import*

Nightly batch process to import file containing customer payments made to Treasurer-Tax Collector (TTC). Files will be formatted for import and automated payment posting.

The Batch Payment Import only requires payment information from the System account number and the account's total due amount. Credit card numbers, checking routing and account numbers, and other sensitive financial identification numbers are not required or stored in the System.

The payment file coming from the Treasurer-Tax Collector also does not contain any of the sensitive information listed in the example above.

Payment files produced by the County Treasurer-Tax Collector (TTC) must be translated into a format ingestible by the System. The TTC file will be populated via payments received and processed through their WAUSAU systems.

Each System-produced Account Statement contains a MICR scan line, which will be read in by the WAUSAU system. Each scan line contains information pertaining to a corresponding System account number. This account number will appear in the TTC payment file.

1.2.1 *WAUSAU Field Specifications*

The existing Public Health host file will be modified to 80 byte records. All decimals are implied.

File Creation
One host file will be created for client 6 per consolidation. A null file is not required.

Eligibility
For client 6 all work except rejects and returns (consolidation 99/NSF) will be included.

Public Health Host File Layout

Detail Record - One record per stub

Field	Length	Position	Comments
Account Number	10	01 – 10	Acc_Num 1 from scan line
Process Date	6	11 – 16	Process Date. Format is YYMMDD.
Constant	3	17 – 19	Fixed value of "610"
Yr/Seq	5	20 – 24	Yr seq from scan line (bytes 4-8)
Receive Date	6	25 – 30	Receive Date
Payment Type	1	31 – 31	Fixed Value of "4"
Process type	3	32 – 34	Fixed value of "000"
File Number	18	35 – 52	Julian Date (5), Batch# (6), Seq# (3), Txn Num (3), zero filled
Payment Amount	10	53 – 62	Applied Amount
Penalty Indicator	1	63 – 63	If the payment was delinquent (Process date > due date (acc_num3)) or scan line date is 9999, then this field will contain the character "*". Otherwise, it will contain a space.
Filler	15	64 – 78	Zero filled.
Filler	1	79 - 79	Space filled
Constant	1	80 – 80	Fixed value of "H"

Trailer Record - One record per file

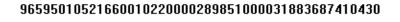| Field	Length	Position	Comments
Constant	10	01 – 10	Fixed value of "9999999999".
Process date	6	11 – 16	This is the actual date that the file was created.
Constant	8	17 – 24	Fixed value of "99999999".
Total Payment Amount	12	25 – 36	This is the total dollar amount of detail records
Constant	11	37 – 47	Fixed value of "99999999999".
Record Count	11	48 – 58	This is the total number of detail records
Filler	21	59 – 79	Space filled.
Constant	1	80 – 80	Fixed value of "H"

1.2.2 TTC Scan line Specifications for Scannable Tax Bill

The following are the ordering and printing for Scannable Bills:

The scan zone which measurers 5.56" X .625" (see illustration) must be kept free of non "OCR BLND" ink or printed characters.

The trailing edge of the last character (low-order character) must be 0.5 of an inch from the right side of the document (see illustration).

The lower edge of the scan line must be .6 of an inch from the bottom of the document (see illustration).

96595010521660010220000289851000031883687410430

Reference: Scan line format PH annual bill

Description	Length	Instructions
Delinquent Year	2	mda_delinquent_date (Year)
Check Digit for Delinquent Year and Delinquent Month & Day	1	See note 3
Billing Year	2	mda_tax_year
Sequence A	1	Zero
Bill Key	1	mda_bill_key =R print 1 mda_bill_key =I print 2
Sequence B	1	Zero
Check Digit for Billing Year, Sequence A, Bill Key and Sequence B		See note 3
Business Code	4	mda_business_code
Account Number	6	mda_account_number
Fee Due	9	mda_fee_due + mda_prior_due (No Decimal)
Fee Due with Penalties	9	mda_fee_due + mda_prior_due + mda_penalty_due (No Decimal)
Check digit for Business Code and Account Number	1	See Note 3
Check digit for Fee Due and Installment Key	1	See Note 3
Check digit for Fee Due with Penalty and Installment Key	1	See Note 3
Installment Key	1	Always 4
Delinquent Month & Day (MMYY)	4	mda_delinquent_date (Month and Day)

```
Note 3 - Check Digit Calculations

        All check digit calculations are done as follows:

        1.   Double the first digit and every other digit in the field (if sum is two
             digits, add them together).

        2.   Add sum of doubled digits to unchanged digits.

        3.   If sum equals two digits, drop first digit.

        4.   Subtract second digit from ten giving you the check digit.

             Example:  9 4 8 6 3 7 2 9 4 3

                 Step 1 -   9 X 2 = 18 = 1 + 8 = 9, skip the 4, 8 X 2 = 16 = 1 + 6 = 7 skip
                            the 6, 3 X 2 = 6, skip the 7, 2 X 2 = 4 skip the 9, 4 X 2 = 8
                            skip the 3.

                 Step 2 -   Add the sum of doubled digits 9 + 7 + 6 + 4 + 8 = 34
                            Add the sum of unchanged digits 4 + 6 + 7 + 9 + 3 = 29
                            Add the sum of doubled digits to the sum of unchanged digits
                            34 + 29 = 63

                 Step 3 -   If sum of step 2 equals two digits (63) drop first digit (6)
                            leaving 3

                 Step 4 -   Subtract second digit (3) from ten (10) giving a check digit
                            of 7
```

1.3   *Quick Cashier*

Cashiering interface to do the following:

a. Generate and print receipts
b. Make known to the cashier which cash drawer the cashier is using
c. Allow search by check number

1.4   *TTC Collections*

Bi-directional, real-time, integration with TTC's collections System, RevQ, to support the following:

a. Status of:
   i.   Delinquent accounts
   ii.   Collections with unique ID
   iii.   Liens (new and releases) with a unique ID
b. Synchronization of transaction if paid in TTC Cashier (renewal, new)
c. Synchronization of transaction if paid in EH Cashier
d. Coordinate with Annual Billing and automatic tracking for collections process
e. Provide regular monthly reconciliations that are delinquent to be forwarded to collections

1.4.1 Standard Referral Account File Layout

ATTRIBUTE	VALUE
DESCRIPTION	The standard referral account file layout will be used to transmit new account placements to the TTC RevQ system. The file is standardized to provide uniform transmission between each of the placing County agencies.
INBOUND/OUTBOUND	Inbound
FORMAT	Comma-delimited
INTERVAL	Weekly/Daily
FILE DESTINATION	Remain as current
FILE NAMING CONVENTION	REVQ_REFERRAL_<ClientName>_<Date>.csv

File Format:

FIELD	REVQ FIELD	DATATYPE	LENGTH	VALUES DESCRIPTION	SAMPLE
1	**Business Class**	NVARCHAR	64	TTC defined department name (Please refer to TTC for correct name to be used)	"Agric Com/Wts and Meas"
2	**Account Type**	NVARCHAR	64	TTC defined the type of the delinquent charge (Please refer to TTC for correct name to be used)	"CUPA"
3	LOCATION CODE	NVARCHAR	64	TTC defined department location codes (Please refer to TTC for correct name to be used) Leave it blank if not applicable	
4	**Reference1**	NVARCHAR	50	Department's unique reference number for account	"ABC1234566"
5	**CoResponsible**	NVARCHAR	1	"Y" or "N"	"N" (If field 6 is "Y", this field must be "N")
6	**ISPRIMARYONACCOUNT**	NVARCHAR	1	"Y" or "N"	"Y" (If field 5 is "Y", this field must be "N")
7	**Type**	NVARCHAR	1	"I" or "C" "I" represents Individual "C" represents company	"I"
8	Company Name	NVARCHAR	80	Name of company tied to debt. Leave it blank if the type is individual	"ABC CORP"
9	**Last Name**	NVARCHAR	55	Debtor's last name. Leave it blank if the type is company	"ANDERSON"

10	**First Name**	NVARCHAR	55	Debtor's first name. Leave it blank if the type is company	"JOE"
11	Middle Name	NVARCHAR	55	Debtor's middle name. Leave it blank if the type is company	"B"
12	Name Suffix	NVARCHAR	64	Jr. Sr. I II III IV Jr Sr Lave it blank if not applicable	"Jr."
13	Employer	NVARCHAR	80	Debtor's employer, if it's available	"ACME CORP."
14	**Address Type**	NVARCHAR	64	Billing Business Mailing Parent Payor Residence Spouse	"Residence"
15	**Address Status**	NVARCHAR	64	Bad CDSS Mail Return Good Mail Return TTC Mail Return	"Good"
16	**Address1**	NVARCHAR	50	Debtor's address	"123 W Main St."
17	Address2	NVARCHAR	50	Debtor's address 2	"Apt 1"
18	**City**	NVARCHAR	50	City of address1	"LOS ANGELES"
19	**State**	NVARCHAR	2	Two-digit State code	"CA"
20	**Zip Code**	NVARCHAR	10	"12345" or "12345-6789"	"12345-6789"
21	Driver's License Number	NVARCHAR	25	Driver's license number of debtor Leave it blank if not applicable	"C1122334"
22	SSN	NVARCHAR	11	Social Security number of debtor Leave it blank if not applicable	"111-11-1234"
23	**Phone Type**	NVARCHAR	10	Business Cell Fax Page Pager POTS Residence	"Cell"
24	**Phone Number**	NVARCHAR	10	Ten-digit phone number (**no-dash separator**)	"3601234567"

25	Birthdate	DATETIME		Debtor's date of birth (MM/DD/YYYY)	"12/23/1970"
26	**Last PayDate**	DATETIME		Last pay date to the client department (MM/DD/YYYY)	"01/01/2016"
27	Patient Name	NVARCHAR	50	Patient's full name associated with account	"John B. Doe"
28	Claim Number	NVARCHAR	50	Leave it blank if not applicable	
29	**Service Date**	DATETIME		The account delinquent/assessment date in the client department (MM/DD/YYYY)	"12/20/2015"
30	Patient DOB	DATETIME		Patient date of birth (MM/DD/YYYY)	"12/22/1970"
31	Last Update Date	DATETIME		Last account updated date (MM/DD/YYYY)	"05/01/2016"
32	Charge Description	NVARCHAR	25	Short Description of the charge	"CITY MUNICIPAL CODE 2"
33	Description	NVARCHAR	255	Long description of the charge, as necessary.	"This is a description of a debt that would be added to the account."
34	**LineItem Code**	NVARCHAR	64	Code associated with charge	"Assigned Amount"
35	**LineItem Incurred Date**	DATETIME		The account delinquent date in the department (MM/DD/YYYY)	"06/01/2016"
36	**LineItem Amount**	MONEY	19,2	Charge amount on account	"122.45"

1.4.2 Referral Summary File Layout

ATTRIBUTE	VALUE
DESCRIPTION	The Referral Summary File Layout will be used to confirm back to the referring department that RevQ successfully setup the referral accounts.
INBOUND/OUTBOUND	Outbound
FORMAT	Comma-delimited
INTERVAL	Occurs after accounts import.
FILE DESTINATION	Remain as current
FILE NAMING CONVENTION	<CLIENTNAME>_REFERRAL_SUMMARY_<Date>.csv

File Format:

FIELD	REVQ DATA FIELD	DESCRIPTION	DATA TYPE	SAMPLE
1	Account Number	RevQ generated account number. Unique to the individual debt. This is transmitted back to the client for payment/adjustment processing.	INTEGER	30000001
2	Debtor Number	RevQ generated debtor number. Unique to the person, not account. This is transmitted back to the client for payment/adjustment processing.	INTEGER	50000
3	Business Class	TTC defined department name	NVARCHAR(64)	"Agric Com/Wts and Meas"
4	AccountType	TTC defined the type of the delinquent charge	NVARCHAR(64)	"Transport Fee"
5	Location Code	TTC defined department location codes	NVARCHAR(64)	
4	Debtor Name	Full name of the debtor. This can be broken down into component parts.	NVARCHAR(255)	"John B. Doe"
5	Debtor's Name2	Name2 associated account. This may change, depending upon how joint/several accounts are handled in RevQ.	NVARCHAR(255)	
6	Reference1	Department's unique reference number for account	NVARCHAR(64)	"ABC1234566"
7	Assigned Date	Creation Date of account in RevQ	DATETIME	MM/DD/YYYY
8	Balance	Balance of account in RevQ	MONEY(19,2)	$123.45
9	Status	Status of account in RevQ	NVARCHAR(50)	"Active"

1.4.3 *Direct Payment from Client to TTC File Layout*

RevQ has separate import API's for both payments and adjustments. To meet this requirement, separate payment and adjustment client's information will be generated and sent as separate files.

Direct Payments

ATTRIBUTE	VALUE
DESCRIPTION	File contains payments that were made directly to the client department
INBOUND/OUTBOUND	Inbound
FORMAT	Comma delimited
INTERVAL	Weekly/Daily
FILE DESTINATION	Remain as current
FILE NAMING CONVENTION	<CLIENTNAME>_DIRECTPAY _<Date>.csv

File Format:

FIELD	REVQ FIELD	DATATYPE	LENGTH	DEFINITION	ALLOW BLANK
1	Debtor Number	INT	10	RevQ generated debtor number. Unique to the person, not each individual debt.	N
2	Account Number	INT	10	RevQ gererated account number. Unique to the individual debt.	N
3	Last Name	NVARCHAR	50	Debtor's last name. Leave it blank if the type is company ("C")	N
4	First Name	NVARCHAR	50	Debtor's first name. Leave it blank if the type is company ("C")	N
5	Middle Name	NVARCHAR	50	Debtor's middle name. Leave it blank if the type is company ("C")	Y
6	Company Name	NVARCHAR	50	Company name. Leave it blank if the type is individual ("I")	Y
7	Reference1	NVARCHAR	50	Department's unique reference number for account	N
8	Reference2	NVARCHAR	50	TTC Legacy System (CARS) unique ID. Used for matching payments on legacy accounts, otherwise, use the same number on Reference 1	N
9	Business class	NVARCHAR	64	TTC defined department name	N
10	Account Type	NVARCHAR	64	TTC defined the type of the delinquent charge	N
11	Location code	NVARCHAR	64	TTC defined department location codes	Y
12	Payment Type	NVARCHAR	64	Configured payment type. "Direct Pay" ("Mtls return" is addition type for LAC Library) (Please refer to TTC ICB for correct payment type to be used)	N
13	Confirmation Number	NVARCHAR	50	Credit card confirmation number /Original confirmation number for refunds, spaces otherwise, if available.	Y

14	Post Date	DATE	MM/DD/YYYY	The date of payment received in the department	N
15	Post Amount	MONEY	2-digit precision, explicit decimal ($124.34 or 124.34)	Post amount of the payment in the department	N

1.4.4 Adjustments to Owing Amount File Layout

ATTRIBUTE	VALUE
DESCRIPTION	File contains adjustments that were made by the client department directly.
INBOUND/OUTBOUND	Inbound
FORMAT	Comma delimited
INTERVAL	Weekly/Daily
FILE DESTINATION	Remain as current
FILE NAMING CONVENTION	<CLIENTNAME>_ADJUSTMENTS_<Date>.csv

File Layout

FIELD	REVQ FIELD	DATATYPE	LENGTH	DEFINITION	ALLOW BLANK
1	Debtor Number	INT	10	RevQ generated debtor number. Unique to the person, not each individual debt.	N
2	Account Number	INT	10	RevQ gererated account number. Unique to the individual debt.	N
3	Last Name	NVARCHAR	50	Debtor's last name. Leave it blank if the type is company ("C")	N
4	First Name	NVARCHAR	50	Debtor's first name. Leave it blank if the type is company ("C")	N
5	Middle Name	NVARCHAR	50	Debtor's middle name. Leave it blank if the type is company ("C")	Y
6	Company Name	NVARCHAR	50	Company name. Leave it blank if the type is individual ("I")	Y
7	Reference1	NVARCHAR	50	Department's unique reference number for account	N
8	Reference2	NVARCHAR	50	TTC Legacy System (CARS) unique ID. Used for matching payments on legacy accounts, otherwise, use the same number on Reference 1	N
9	Business class	NVARCHAR	64	TTC defined department name	N
10	Account Type	NVARCHAR	64	TTC defined the type of the delinquent charge	N
11	Location code	NVARCHAR	64	TTC defined department location codes	Y
12	Adjustment Reason	NVARCHAR	64	Configured adjustment reason. "Adj Requested by Department" (Please refer to TTC ICB for correct reason to be used)	N
13	Post Date	DATE	MM/DD/YYYY	The date when the Owed Amount Adjustment gets processed in the department	N
14	Post Amount	MONEY	2-digit precision, explicit decimal ($124.34 or 124.34)	Post amount of the adjustment in the department	N

1.4.5 Payment/Adjustment Report to Client Department File Layout

ATTRIBUTE	VALUE
DESCRIPTION	File contains payments, adjustments, and reversals that were received in TTC system and need to update the client.
INBOUND/OUTBOUND	Outbound
FORMAT	Comma delimited
INTERVAL	Weekly
FILE DESTINATION	Remain as current
FILE NAMING CONVENTION	<CLIENTNAME>_PAYMENTS_ADJ _<Date>.csv

File Format:

FIELD	REVQ FIELD	DATATYPE	LENGTH	DEFINITION	ALLOW BLANK
1	Debtor Number	INT	10	RevQ generated debtor number. Unique to the person, not each individual debt.	N
2	Account Number	INT	10	RevQ gererated account number. Unique to the individual debt.	N
3	Reference1	NVARCHAR	50	Department's unique reference number for account	N
4	Reference2	NVARCHAR	50	TTC Legacy System (CARS) unique ID. Used for matching payments on legacy accounts, otherwise, use the same number on Reference 1	N
5	Business class	NVARCHAR	64	TTC defined department name	N
6	Account Type	NVARCHAR	64	TTC defined the type of the	N

				delinquent charge	
7	Location code	NVARCHAR	64	TTC defined department location codes	Y
8	Payment Type	NVARCHAR	64	Configured payment type. TBD. E.g. "Cash", "VISA", "Check"	N
9	Last Name	NVARCHAR	55	Debtor's last name. Leave it blank if the type is company ("C")	N
10	First Name	NVARCHAR	55	Debtor's first name. Leave it blank if the type is company ("C")	N
11	Middle Name	NVARCHAR	55	Debtor's middle name. Leave it blank if the type is company ("C")	Y
12	Company Name	NVARCHAR	80	Company name. Leave it blank if the type is individual ("I")	Y
13	Transaction Type	NVARCHAR	20	"Adjustment", "Payment", "Reversal"	N
14	Transaction Date	DATE	MM/DD/YYYY	Date of the payment or payment adjustment received by TTC	N
15	Entered Date	DATE	MM/DD/YYYY	Date of payment amount or adjustment posted in RevQ	N
16	Post Amount	MONEY	2-digit precision, explicit	Post amount of the payment,	N

			decimal ($124.34 or 124.34)	adjustment, reversal, or cancellation. Can be negative value (negative adjustment removes dollars owed, positive adds dollars owed). Reversal amounts will be negative and increase owing amount.	
17	Account Status	NVARCHAR	20	Status on account	N

Note:
1. Business Class, account type, and location information will be provided to the departments after TTC has completed the configuration cleanup
2. Transaction type definitions will be provided to the departments after TTC has completed the configuration cleanup
3. Debtor number is assigned to a person who owns debt to the County departments, all outstanding debts owed by the debtor will be assigned different account numbers under the umbrella of the debtor.

1.5   *Batch Assessor Ownership Updates*

On a weekly basis, System will update property ownership information with County Assessor Ownership data. This data will be accessed on an FTP site. Using only apartment parcel IDs, this process will update same-owner information (e.g. address change) and actual ownership changes. Maintain historic ownership information.

1.6   *YELP*

System to export restaurant inspections and violations in the Local Inspector Value-Entry Specification (LIVES) format. The file stored in a directory accessible by Yelp for import on a nightly basis. Detailed specifications are available at https://www.yelp.com/healthscores

2.0 PHASE 5 INTEGRATIONS FOR SYSTEM

Additional System Requirements and Specifications for Interfaces will be gathered and documented pursuant to Task 13 (Phase 5 – Requirements Gathering)

2.1 EPIC-LA

Bi-directional integration to the County's Energov system to perform the following:

a. Create records for requests originally generated in Energov
b. Report results of inspections back to Energov to update Energov records.

2.2 Docusign

One-Way integration between the System and Docusign.

2.3 Employee Self-Service

Single-direction, nightly batch integration to send and receive data with the Employee Self-Service system to do the following:

a. Validate timecards and DTARS
b. Add employees to the system and updating headquarters

2.4 Outlook

Integration with Microsoft Outlook to send out mass emails/notifications and populate re-inspections as appointments on the calendar.

2.5 Bluebeam

Integration that covers the full lifecycle of plan review from application to permit closure as follows:

a. Application Intake - Project Creation
b. Assign reviews - Create Session
c. Perform reviews
d. Deliverables
    i. Revisions Required
    ii. Plans are approved

Bi-directional sharing of data to include:

a. Ability to review session that is already open and get added to the same session
b. Ability to push and pull documents and comments
c. Ability to add documents to an existing session
d. Ability to view sessions
e. Ability to send documents to sessions
f. Ability to configure document security to include flattening
g. Ability to organize files into folders within Studio Project

.

EXHIBIT D - PRICE AND SCHEDULE OF PAYMENTS
SUMMARY OF SCHEDULES

SCHEDULE	DESCRIPTION	AMOUNT
A	Price for Deliverables	$637,999.80
B.3	Price for Hosting and Maintenance & Support	$7,542,917.46
C	Price for Additional Work (Pool Dollars)	$579,930.00
D	Price for Software Licenses & Unlimited Licenses	$570,000.00
E	Credits for Category 4 Items	$0
F	Additional Hosting Services	$0
G	Price for EHPIMS upgrade to Accela Environmental Health (including hosting and maintenance/support)	$9,333,086.40
	Maximum Contract Sum	**$18,663,933.66**

Schedule G
PRICING SCHEDULE for EHPIMS Upgrade to Accela Environmental Health

#	EHPIMS Project Items	Pricing Schedule	Price	
1	Total Implementation Costs (20 Month Project Duration)	G.1 and G.2	$	1,933,000.00
2	Total Subscription Fees for Year 1 Production Use	G.3	$	708,000.00
3	Total Subscription Fees for Year 2 Production Use	G.3	$	1,381,250.00
4	Total Subscription Fees for Year 3 Production Use	G.3	$	1,433,047.00
5	Total Subscription Fees for Year 4 Production Use	G.3	$	1,486,786.00
6	Total Subscription Fees for Year 5 Production Use	G.3	$	1,542,541.00
	Total Implementation/Subscription Costs		**$**	**8,484,624.00**
7	Pool Money		$	848,462.40
	CONTRACT SUM		**$**	**9,333,086.40**
	(Change Order) FIRM FIXED HOURLY RATE FOR OPTIONAL WORK			**$180/hour**

* Yearly Support hours are calculated based on the total Subscription Fees paid in any given year, with one Support hour assigned per $1,000.00 of Subscription Fees paid.

G.1 - IMPLEMENTATION WORK (12 MONTH DURATION)

PHASE 4 - EHPIMS DELIVERABLES							

Del. #	Para.	Deliverables for Task 1 - Project Administration	Price		10% Holdback Per Deliverable		Total
1.1.1	3.1.1.1	Project Control Document (PCD) - **KEY DELIVERABLE**	$	17,163.00	$	1,907.00	$ 19,070.00
1.2.1	3.1.2.1	Ongoing Project Administration / Project Planning and Management	$	14,778.00	$	1,642.00	$ 16,420.00
		SUBTOTAL TASK 1	$	31,941.00	$	3,549.00	$ 35,490.00

Del. #	Para.	Deliverables for Task 2 – Core Team Training	Price		10% Holdback Per Deliverable		Total
2.1.1	3.2.1.1	Core Team Training Plans	$	4,914.00	$	546.00	$ 5,460.00
2.2.1	3.2.2.1	Core Team Training Materials	$	4,230.00	$	470.00	$ 4,700.00
2.2.2	3.2.2.2	Learning Management System (LMS) Access	$	342.00	$	38.00	$ 380.00
2.3.1	3.2.3.1	Core Team Training - **KEY DELIVERABLE**	$	5,931.00	$	659.00	$ 6,590.00
2.3.2	3.2.3.2	System Admin Usage Training - **KEY DELIVERABLE**	$	5,931.00	$	659.00	$ 6,590.00
2.3.3	3.2.3.3	Database Schema Fundamentals Training - **KEY DELIVERABLE**	$	5,931.00	$	659.00	$ 6,590.00
2.3.4	3.2.3.4	Citizen Access – System Admin Training - **KEY DELIVERABLE**	$	5,931.00	$	659.00	$ 6,590.00
2.3.5	3.2.3.5	Civic Platform 12: GIS Administration Training - **KEY DELIVERABLE**	$	5,931.00	$	659.00	$ 6,590.00
2.3.6	3.2.3.6	Civic Platform 14: User Experience Administration Training - **KEY DELIVERABLE**	$	5,931.00	$	659.00	$ 6,590.00
2.3.7	3.2.3.7	Civic Platform 15: Ad Hoc Reporting Training - **KEY DELIVERABLE**	$	5,931.00	$	659.00	$ 6,590.00
		SUBTOTAL TASK 2	$	51,003.00	$	5,667.00	$ 56,670.00

Del. #	Para.	Deliverable for Task 3 – Phase 4 Requirements Gathering	Price		10% Holdback Per Deliverable		Total
3.1.1	3.3.1.1	Requirements Gathering Schedule & Requirements Documentation – **KEY DELIVERABLE**	$	28,755.00	$	3,195.00	$ 31,950.00
3.2.1	3.3.2.1	Draft System Requirements Document (SRD)			$	-	.
		SUBTOTAL TASK 3	$	28,755.00	$	3,195.00	$ 31,950.00

Del. #	Para.	Deliverables for Task 4 – Phase 4 Requirements Verification and Analysis	Price		10% Holdback Per Deliverable		Total
4.1.1	3.4.1.1	Phase 4 Requirements Verification Schedule			$	-	
4.2.1	3.4.2.1	Phase 4 System Requirements Document (SRD)	$	37,575.00	$	4,175.00	$ 41,750.00
4.2.2	3.4.2.2	Phase 4 Requirements Traceability Matrix and Report			$	-	
		SUBTOTAL TASK 4	$	37,575.00	$	4,175.00	$ 41,750.00

Del. #	Para.	Deliverables for Task 5 – Phase 4 General Design	Price		10% Holdback Per Deliverable		Total
5.1.1	3.5.1.1	Phase 4 General Design Document	$	37,575.00	$	4,175.00	$ 41,750.00
		SUBTOTAL TASK 5	$	37,575.00	$	4,175.00	$ 41,750.00

Del. #	Para.	Deliverables for Task 6 – Phase 4 Technical Infrastructure Planning & Design	Price		10% Holdback Per Deliverable		Total
6.1.1	3.6.1.1	Phase 4 Technical Infrastructure Design Document	$	37,575.00	$	4,175.00	$ 41,750.00
6.2.1	3.6.2.1	Phase 4 Information Systems Security Plan	$	37,575.00	$	4,175.00	$ 41,750.00
		SUBTOTAL TASK 6	$	75,150.00	$	8,350.00	$ 83,500.00

Del. #	Para.	Deliverables for Task 7 – Phase 4 Functional Design & System Configuration	Price		10% Holdback Per Deliverable		Total
7.1.1	3.7.1.1	Phase 4 Functional Design Document	$	37,575.00	$	4,175.00	$ 41,750.00
7.2.1	3.7.2.1	Phase 4 System and Process Configuration – **Fee Schedule KEY DELIVERABLE**	$	17,163.00	$	1,907.00	$ 19,070.00
7.2.2	3.7.2.2	Phase 4 System and Process Configuration – **Agency Defined Data Fields KEY DELIVERABLE**	$	17,163.00	$	1,907.00	$ 19,070.00
7.2.3	3.7.2.3	Phase 4 System and Process Configuration - **Workflows KEY DELIVERABLE**	$	17,163.00	$	1,907.00	$ 19,070.00
7.2.4	3.7.2.4	Phase 4 System and Process Configuration – **Condition Management - Approvals KEY DELIVERABLE**	$	17,163.00	$	1,907.00	$ 19,070.00
7.2.5	3.7.2.5	Phase 4 System and Process Configuration – **Document Types KEY DELIVERABLE**	$	17,163.00	$	1,907.00	$ 19,070.00
7.2.6	3.7.2.6	Phase 4 System and Process Configuration - **Inspections KEY DELIVERABLE**	$	17,163.00	$	1,907.00	$ 19,070.00
7.2.7	3.7.2.7	Phase 4 System and Process Configuration – **User Group Permissions KEY DELIVERABLE**	$	17,163.00	$	1,907.00	$ 19,070.00

G.1 - IMPLEMENTATION WORK (12 MONTH DURATION)

PHASE 4 - EHPIMS DELIVERABLES					
7.2.8	3.7.2.8	Phase 4 System and Process Configuration – **Cashiering and Point of Sale KEY DELIVERABLE**	$ 17,163.00	$ 1,907.00	$ 19,070.00
7.2.9	3.7.2.9	Phase 4 System and Process Configuration – **Citizen Access Portal KEY DELIVERABLE**	$ 17,163.00	$ 1,907.00	$ 19,070.00
7.2.10	3.7.2.10	Phase 4 System and Process Configuration – **Admendment Records KEY DELIVERABLE**	$ 17,163.00	$ 1,907.00	$ 19,070.00
7.2.11	3.7.2.11	Phase 4 System and Process Configuration – **Report Branding KEY DELIVERABLE**	$ 25,839.00	$ 2,871.00	$ 28,710.00
7.2.12	3.7.2.12	Phase 4 System and Process Configuration – **Document Services KEY DELIVERABLE**	$ 17,163.00	$ 1,907.00	$ 19,070.00
7.2.13	3.7.2.13	Phase 4 System and Process Configuration – **Notifications KEY DELIVERABLE**	$ 17,163.00	$ 1,907.00	$ 19,070.00
7.2.14	3.7.2.14	Phase 4 System and Process Configuration – **Accela Mobile KEY DELIVERABLE**	$ 17,163.00	$ 1,907.00	$ 19,070.00
7.2.15	3.7.2.15	Phase 4 System and Process Configuration – **Accela GIS KEY DELIVERABLE**	$ 17,163.00	$ 1,907.00	$ 19,070.00
7.2.16	3.7.2.16	Phase 4 Integration – FIS Payment Processing KEY DELIVERABLE	$ 30,771.00	$ 3,419.00	$ 34,190.00
7.2.17	3.7.2.17	Phase 4 Integration – TTC Collections KEY DELIVERABLE	$ 30,771.00	$ 3,419.00	$ 34,190.00
7.2.18	3.7.2.18	Phase 4 Integration – Batch Payment Import KEY DELIVERABLE	$ 30,771.00	$ 3,419.00	$ 34,190.00
7.2.19	3.7.2.19	Phase 4 Integration – Quick Cashier KEY DELIVERABLE	$ 30,771.00	$ 3,419.00	$ 34,190.00
7.2.20	3.7.2.20	Phase 4 Integration – **Batch Assessor Ownership Updates KEY DELIVERABLE**	$ 30,771.00	$ 3,419.00	$ 34,190.00
7.2.21	3.7.2.21	Phase 4 Integration – YELP KEY DELIVERABLE	$ 17,163.00	$ 1,907.00	$ 19,070.00
7.2.22	3.7.2.22	Report Conversion KEY DELIVERABLE	$ 74,997.00	$ 8,333.00	$ 83,330.00
		SUBTOTAL TASK 7	$ 549,711.00	$ 61,079.00	$ 610,790.00

Del. #	Para.	Deliverables for Task 8 – Phase 4 Data Conversion	Price	10% Holdback Per Deliverable	Total
8.1.1	3.8.1.1	Data Conversion Plan – KEY DELIVERABLE	$ 54,585.00	$ 6,065.00	$ 60,650.00
8.2.1	3.8.2.1	Data Conversion Report	$ 54,585.00	$ 6,065.00	$ 60,650.00
		SUBTOTAL TASK 8	$ 109,170.00	$ 12,130.00	$ 121,300.00

Del. #	Para.	Deliverables for Task 9 – Phase 4 Testing	Price	10% Holdback Per Deliverable	Total
9.1.1	3.9.1.1	Phase 4 General Test Plan - **KEY DELIVERABLE**	$ 13,761.00	$ 1,529.00	$ 15,290.00
9.1.2	3.9.1.2	Phase 4 General Test Summary Report	$ 10,359.00	$ 1,151.00	$ 11,510.00
9.2.1	3.9.2.1	Phase 4 Recommended User Acceptance Test Plan – **KEY DELIVERABLE**	$ 23,967.00	$ 2,663.00	$ 26,630.00
9.2.2	3.9.2.2	Phase 4 User Acceptance Test Procedures / Scenarios Inventory Report	$ 25,839.00	$ 2,871.00	$ 28,710.00
9.2.3	3.9.2.3	Phase 4 User Acceptance Test Weekly Status Reports	$ 10,359.00	$ 1,151.00	$ 11,510.00
9.2.4	3.9.2.4	Phase 4 User Acceptance Test Certification of Successful Completion	$ 10,359.00	$ 1,151.00	$ 11,510.00
		SUBTOTAL TASK 9	$ 94,644.00	$ 10,516.00	$ 105,160.00

Del. #	Para.	Deliverables for Task 10 – Phase 4 Implementation Preparation	Price	10% Holdback Per Deliverable	Total
10.1.1	3.10.1.1	Phase 4 Implementation Master Plan	$ 17,163.00	$ 1,907.00	$ 19,070.00
10.3.1	3.10.2.1	Phase 4 Documentation	$ 6,930.00	$ 770.00	$ 7,700.00
		SUBTOTAL TASK 10	$ 24,093.00	$ 2,677.00	$ 26,770.00

Del. #	Para.	Deliverables for Task 11 – Phase 4 Train-the-Trainer	Price	10% Holdback Per Deliverable	Total
11.1.1	3.11.1.1	Phase 4 Train-the-Trainer Training Plans	$ 8,991.00	$ 999.00	$ 9,990.00
11.2.1	3.11.2.1	Phase 4 Train-the-Trainer Training Materials	$ 8,991.00	$ 999.00	$ 9,990.00
11.3.1	3.11.3.1	Deliver Civic Platform 12: Mobile Office Train-the-Trainer Training **KEY DELIVERABLE**	$ 8,991.00	$ 999.00	$ 9,990.00
11.3.2	3.11.3.2	Deliver Civic Platform 18: Train-the-Trainer Training – **KEY DELIVERABLE**	$ 35,964.00	$ 3,996.00	$ 39,960.00
		SUBTOTAL TASK 11	$ 62,937.00	$ 6,993.00	$ 69,930.00

SCHEDULE G
PRICING SCHEDULE

G.1 - IMPLEMENTATION WORK (12 MONTH DURATION)

PHASE 4 - EHPIMS DELIVERABLES							
Del. #	Para.	Deliverables for Task 12 – Phase 4 Implementation	Price				Total
12.3.1	3.12.3.1	Phase 4 Implementation Report	$	13,761.00	$	1,529.00	$	15,290.00
12.3.2	3.12.3.2	Phase 4 Custom Functionality, Interface(s), Reports	$	13,761.00	$	1,529.00	$	15,290.00
12.3.3	3.12.3.3	Phase 4 Acceptance Certification	$	53,073.00	$	5,897.00	$	58,970.00
		SUBTOTAL TASK 12	$	80,595.00	$	8,955.00	$	89,550.00
		TOTAL PRICE FOR PHASE 4 - IMPLEMENTATION WORK	$	1,183,149.00	$	131,461.00		
		Grand Total					$	1,314,610.00

G.2 - IMPLEMENTATION WORK (8 MONTH DURATION)

		Phase 5 - EHPIMS DELIVERABLES			
Del. #	**Para.**	**Deliverables for Task 13 - Phase 5 Requirements Gathering**	**Price**	**10% Holdback Per Deliverable**	**Total**
13.1.1	3.13.1.1	Phase 5 Requirements Gathering Schedule & Requirements Documentation **KEY DELIVERABLE**	$ 8,257.50	$ 917.50	$ 9,175.00
13.2.1	3.13.2.1	Phase 5 Draft Systems Requirements Document (SRD)		$ -	
		SUBTOTAL TASK 13	$ 8,257.50	$ 917.50	$ 9,175.00
Del. #	**Para.**	**Deliverables for Task 14 – Phase 5 Requirements Verification and Analysis**	**Price**	**10% Holdback Per Deliverable**	**Total**
14.1.1	3.14.1.1	Phase 5 Requirements Verification Schedule		$ -	
14.2.1	3.14.2.1	Phase 5 System Requirements Document (SRD)	$ 8,257.50	$ 917.50	$ 9,175.00
14.2.2	3.14.2.2	Phase 5 Requirements Traceability Matrix and Report			
		SUBTOTAL TASK 14	$ 8,257.50	$ 917.50	$ 9,175.00
Del. #	**Para.**	**Deliverable for Task 15 – Phase 5 General Design**	**Price**	**10% Holdback Per Deliverable**	**Total**
15.1.1	3.15.1.1	Phase 5 General Design Document	$ 8,257.50	$ 917.50	$ 9,175.00
		SUBTOTAL TASK 15	$ 8,257.50	$ 917.50	$ 9,175.00
Del. #	**Para.**	**Deliverables for Task 16 – Phase 5 Functional Design & System Configuration**	**Price**	**10% Holdback Per Deliverable**	**Total**
16.1.1	3.16.1.1	Phase 5 Functional Design Document	$ -	$ -	$ -
16.2.1	3.16.2.1	Phase 5 System and Process Configuration – **Custom Modules and Record Types KEY DELIVERABLE**	$ 4,878.00	$ 542.00	$ 5,420.00
16.2.2	3.16.2.2	Phase 5 Self Reporting – **Public Health Lab KEY DELIVERABLE**	$ 4,878.00	$ 542.00	$ 5,420.00
16.2.3	3.16.2.3	Phase 5 Self Reporting – **Pumper Truck KEY DELIVERABLE**	$ 4,878.00	$ 542.00	$ 5,420.00
16.2.4	3.16.2.4	Phase 5 Self Reporting – **Backflow Test KEY DELIVERABLE**	$ 4,878.00	$ 542.00	$ 5,420.00
16.2.5	3.16.2.5	Phase 5 Self Reporting – **Body Art KEY DELIVERABLE**	$ 4,878.00	$ 542.00	$ 5,420.00
16.2.6	3.16.2.6	Phase 5 Self Reporting – **Cottage Food KEY DELIVERABLE**	$ 4,878.00	$ 542.00	$ 5,420.00
16.2.7	3.16.2.7	Phase 5 Self Reporting – **Staff Continuing Education Units KEY DELIVERABLE**	$ 4,878.00	$ 542.00	$ 5,420.00
16.2.8	3.16.2.8	Phase 5 System and Process Configuration - **Exams KEY DELIVERABLE**	$ 4,878.00	$ 542.00	$ 5,420.00
16.2.9	3.16.2.9	Phase 5 **Automation - Fees KEY DELIVERABLE**	$ 4,878.00	$ 542.00	$ 5,420.00
16.2.10	3.16.2.10	Phase 5 **Automation - GIS Inventory Distribution KEY DELIVERABLE**	$ 4,878.00	$ 542.00	$ 5,420.00
16.2.11	3.16.2.11	Phase 5 Automation – **Billing Automation KEY DELIVERABLE**	$ 4,878.00	$ 542.00	$ 5,420.00
16.2.12	3.16.2.12	Phase 5 System and Process Configuration – **Owner Level or Facility Level Bills KEY DELIVERABLE**	$ 4,878.00	$ 542.00	$ 5,420.00
16.2.13	3.16.2.13	Phase 5 Automation – **Outstanding Balance Notifications KEY DELIVERABLE**	$ 4,878.00	$ 542.00	$ 5,420.00
16.2.14	3.16.2.14	Phase 5 Automation – **Mileage Count KEY DELIVERABLE**	$ 4,878.00	$ 542.00	$ 5,420.00
16.2.15	3.16.2.15	Phase 5 Automation – **Email KEY DELIVERABLE**	$ 4,878.00	$ 542.00	$ 5,420.00
16.2.16	3.16.2.16	Phase 5 Automation – **Self Reports KEY DELIVERABLE**	$ 4,878.00	$ 542.00	$ 5,420.00
16.2.17	3.16.2.17	Phase 5 Automations – **Exams and Certification KEY DELIVERABLE**	$ 4,878.00	$ 542.00	$ 5,420.00
16.2.18	3.16.2.18	Phase 5 Automation – **Activity Billing KEY DELIVERABLE**	$ 4,878.00	$ 542.00	$ 5,420.00
16.2.19	3.16.2.19	Phase 5 Automation – **Alerts/Notifications for Active Complaints KE DELIVERABLE**	$ 4,878.00	$ 542.00	$ 5,420.00
16.2.20	3.16.2.20	Phase 5 Automation – **Confirmation and Validation of Record Updates KEY DELIVERABLE**	$ 4,878.00	$ 542.00	$ 5,420.00
16.2.21	3.16.2.21	Phase 5 Automation – **Flagging of Septic Addresses with Excessive Pumping KEY DELIVERABLE**	$ 4,878.00	$ 542.00	$ 5,420.00
16.2.22	3.16.2.22	Phase 5 System and Process Configuration - **Custom Reports KEY DELIVERABLE**	$ 69,039.00	$ 7,671.00	76,710.00
16.2.23	3.16.2.23	Phase 5 Integration – **EPIC LA KEY DELIVERABLE**	$ 48,780.00	$ 5,420.00	$ 54,200.00
16.2.24	3.16.2.24	Phase 5 Integration – **Docusign KEY DELIVERABLE**	$ 18,387.00	$ 2,043.00	$ 20,430.00
16.2.25	3.16.2.25	Phase 5 Integration – **Employee Self Service KEY DELIVERABLE**	$ 25,812.00	$ 2,868.00	$ 28,680.00
16.2.26	3.16.2.26	Phase 5 Integration – **Outlook KEY DELIVERABLE**	$ 18,387.00	$ 2,043.00	$ 20,430.00
16.2.27	3.16.2.27	Phase 5 Integration – **Bluebeam KEY DELIVERABLE**	$ 18,387.00	$ 2,043.00	$ 20,430.00
		SUBTOTAL TASK 16	$ 301,230.00	$ 33,470.00	$ 334,700.00
Del. #	**Para.**	**Deliverables for Task 17 – Phase 5 Testing**	**Price**	**10% Holdback Per Deliverable**	**Total**
17.1.1	3.17.1.1	Phase 5 General Test Plan **KEY DELIVERABLE**	$ 11,628.00	$ 1,292.00	$ 12,920.00
17.1.2	3.17.1.2	Phase 5 General Test Summary Report **KEY DELIVERABLE**	$ 8,253.00	$ 917.00	$ 9,170.00
17.2.1	3.17.2.1	Phase 5 Recommended User Acceptance Test Plan **KEY DELIVERABLE**	$ 21,762.00	$ 2,418.00	$ 24,180.00
17.2.2	3.17.2.2	Phase 5 User Acceptance Test Procedures / Scenarios Inventory Report	$ 27,162.00	$ 3,018.00	$ 30,180.00
17.2.3	3.17.2.3	Phase 5 User Acceptance Test Weekly Status Reports	$ 8,253.00	$ 917.00	$ 9,170.00
17.2.4	3.17.2.4	Phase 5 User Acceptance Test Certification of Successful Completion	$ 21,762.00	$ 2,418.00	$ 24,180.00
		SUBTOTAL TASK 17	$ 98,820.00	$ 10,980.00	$ 109,800.00

SCHEDULE G
PRICING SCHEDULE

G.2 - IMPLEMENTATION WORK (8 MONTH DURATION)

Phase 5 - EHPIMS DELIVERABLES					
Del. #	**Para.**	**Deliverables for Task 18 –** **Phase 5 Implementation Preparation**	**Price**	**10% Holdback Per Deliverable**	**Total**
18.1.1	3.18.1.1	Phase 5 Implementation Master Plan	$ 11,628.00	$ 1,292.00	$ 12,920.00
18.2.1	3.18.2.1	Phase 5 Documentation	$ 4,878.00	$ 542.00	$ 5,420.00
		SUBTOTAL TASK 18	$ 16,506.00	$ 1,834.00	$ 18,340.00
Del. #	**Para.**	**Deliverables for Task 19 –** **Phase 5 Train-the-Trainer**	**Price**	**10% Holdback Per Deliverable**	**Total**
19.1.1	3.19.1.1	Phase 5 Train-the-Trainer Training Plans **KEY DELIVERABLE**	$ 2,178.00	$ 242.00	$ 2,420.00
19.2.1	3.19.2.1	Phase 5 Train-the-Trainer Training Materials	$ 2,178.00	$ 242.00	$ 2,420.00
19.3.1	3.19.3.1	Deliver Civic Platform 12: Mobile Office Train-the-Trainer Training **KEY DELIVERABLE**	$ 4,878.00	$ 542.00	$ 5,420.00
19.3.2	3.19.3.2	Deliver Civic Platform 18: Train-the-Trainer Training **KEY DELIVERABLE**	$ 16,812.00	$ 1,868.00	$ 18,680.00
		SUBTOTAL TASK 19	$ 26,046.00	$ 2,894.00	$ 28,940.00
Del. #	**Para.**	**Deliverables for Task 20 –** **Phase 5 Implementation**	**Price**	**10% Holdback Per Deliverable**	**Total**
20.2.1	3.20.2.1	Phase 5 Implementation Report	$ 11,628.00	$ 1,292.00	$ 12,920.00
20.2.2	3.20.2.2	Phase 5 Custom Functionality, Interface(s), Reports	$ 10,134.00	$ 1,126.00	$ 11,260.00
20.2.3	3.20.2.3	Phase 5 Acceptance Certification	$ 33,768.00	$ 3,752.00	$ 37,520.00
20.2.4	3.20.2.4	Provide Post-Implementation Support	$ 33,646.50	$ 3,738.50	$ 37,385.00
		SUBTOTAL TASK 20	$ 89,176.50	$ 9,908.50	$ 99,085.00
Del. #	**Para.**	**Deliverables for Task 21 –** **Part 1 Testing**	**Price**	**10% Holdback Per Deliverable**	**Total**
21.1.1	3.21.1.1	Contract Discrepancy Report		$ -	
21.1.2	3.21.1.2	Contract Discrepancy Report Update			
21.1.3	3.21.1.3	Contract Discrepancy Report Completion			
		SUBTOTAL TASK 21	$ -	$ -	
		TOTAL PRICE FOR PHASE 5 - IMPLEMENTATION WORK	$ 556,551.00	$ 61,840.00	
		Grand Total			$ 618,390.00

SCHEDULE G

PRICING SCHEDULE

G.3 - SUBSCRIPTION SERVICES:

Following County entering Production Use for each of the modules below for the Licensed Software, the Contractor shall be compensated on a fixed yearly Subscription Fee Cost as set forth below. The Subscription Fee covers all costs for use of SaaS products by the County.

(SUBSCRIPTION FEE COST) YEAR 1			
Item	Qty	Net Cost	Subscription Fees
Software Licenses	850	$832.94	**$708,000.00**
Hosting and Maintenance	Flat Rate	Included	**Included**
Reporting Database	Flat Rate	Included	**Included**
Additional Data Storage	Flat Rate	Included	**Included**
Post Implementation Training	Flat Rate	Included	**Included**
Support	Flat Rate	Included	**Included**
Total Annual Subscription Fees Per Year			**$708,000.00**

(SUBSCRIPTION FEE COST) YEAR 2			
Item	Qty	Net Cost	Subscription Fees
Software Licenses	850	$1,625.00	**$1,381,250.00**
Hosting and Maintenance	Flat Rate	Included	**Included**
Reporting Database	Flat Rate	Included	**Included**
Additional Data Storage	Flat Rate	Included	**Included**
Post Implementation Training	Flat Rate	Included	**Included**
Support	Flat Rate	Included	**Included**
Total Annual Subscription Fees Per Year			**$1,381,250.00**

(SUBSCRIPTION FEE COST) YEAR 3			
Item	Qty	Net Cost	Subscription Fees
Software Licenses	850	$1,685.94	**$1,433,047.00**
Hosting and Maintenance	Flat Rate	Included	**Included**
Reporting Database	Flat Rate	Included	**Included**
Additional Data Storage	Flat Rate	Included	**Included**
Post Implementation Training	Flat Rate	Included	**Included**
Support	Flat Rate	Included	**Included**
Total Annual Subscription Fees Per Year			**$1,433,047.00**

(SUBSCRIPTION FEE COST) YEAR 4			
Item	Qty	Net Cost	Subscription Fees
Software Licenses	850	$1,749.16	**$1,486,786.00**
Hosting and Maintenance	Flat Rate	Included	**Included**
Reporting Database	Flat Rate	Included	**Included**
Additional Data Storage	Flat Rate	Included	**Included**
Post Implementation Training	Flat Rate	Included	**Included**
Support	Flat Rate	Included	**Included**
Total Annual Subscription Fees Per Year			**$1,486,786.00**

(SUBSCRIPTION FEE COST) YEAR 5			
Item	Qty	Net Cost	Subscription Fees
Software Licenses	850	$1,814.75	**$1,542,541.00**
Hosting and Maintenance	Flat Rate	Included	**Included**
Reporting Database	Flat Rate	Included	**Included**
Additional Data Storage	Flat Rate	Included	**Included**
Post Implementation Training	Flat Rate	Included	**Included**
Support	Flat Rate	Included	**Included**
Total Annual Subscription Fees Per Year			**$1,542,541.00**
Total Subscription Fees for Five Years of Production Use			**$6,551,624.00**

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. § 164.502 (b).

1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.

1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.

1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103

1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.

1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.

1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.

1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)

1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. <u>PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION</u>

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 knowledge of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2   Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, 7th Floor, Los Angeles, California**

90012, PRIVACY@ceo.lacounty.gov, that includes, to the extent possible:

(a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

(b) The number of Individuals whose Protected Health Information is involved;

(c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

(d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;

(e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;

(f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;

(g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and

(h) The name and contact information for a person highly knowledge of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.

6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.

6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.

6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.

6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.

6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements 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.

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. <u>INDEMNIFICATION</u>

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. **<u>DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION</u>**

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.