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**BOARD OF SUPERVISORS**

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April 07, 2026

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

Dear Supervisors:

**APPROVAL TO AMEND A SOLE SOURCE SOFTWARE AND SERVICES AGREEMENT WITH CLINISYS, INC. TO EXTEND THE TERM THROUGH MAY 9, 2027 (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

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

**SUBJECT**

Request approval to execute an amendment to sole source Software and Services Agreement PH-001629 with Clinisys, Inc. for the provision of the Integrated Reporting, Investigation, and Surveillance System (IRIS), to extend the term for 12 months through May 9, 2027, and to delegate authority to extend the term, as needed, through May 9, 2028.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and instruct the Director of the Department of Public Health (Public Health), or designee, to execute a sole source amendment to Agreement Number PH-001629 with Clinisys, Inc., substantially similar to Exhibit I, to extend the term for 12 months, effective May 10, 2026, through May 9, 2027, at no additional cost for a total maximum agreement sum of \$15,234,860. The cost of this project is jointly funded by Measure B and net County cost (NCC).
2. Delegate authority to the Director of Public Health, or designee, to execute amendments to Agreement Number PH-001629 that: (a) allow an internal reallocation of funds between budget pools

within the Agreement; (b) rollover of unspent annual Agreement funds; (c) extend the term for an additional 12 months, as needed, through May 9, 2028, contingent upon the availability of funding, and to increase the maximum agreement sum for such extension; (d) otherwise increase or decrease the maximum agreement sum by no more than 10 percent of the amended maximum agreement sum of \$15,234,860 which, if exercised, would not exceed \$1,523,486; all subject to review and approval by, as applicable, County Counsel, the Chief Information Officer (CIO), and notification to your Board and the Chief Executive Office (CEO).

3. Delegate authority to the Director of Public Health, or designee, to execute change orders to allow for additional work which does not require a change to the Agreement, provided the amounts payable under such change orders collectively do not exceed the available amount of dollars provided under the Agreement for such additional work; and as otherwise stated in Section 8.2, Change Orders, of the Agreement. Additional work dollars will be utilized for IRIS Electronic Lab Report Function, Electronic Initial Case Report Function, Syndromic Surveillance Function, and all other IRIS Functions to account for additional modifications, interfaces and/or additional products necessary for the ongoing operation of the system.

4. Delegate authority to the Director of Public Health, or designee, to immediately suspend or terminate the contract upon issuing written notice if the contractor fails to perform and/or fully comply with program requirements and terminate the contract for convenience by providing a 30-calendar day advance written notice to the contractor.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Your Board originally approved Agreement Number PH-001629 on May 10, 2011 (Agreement), for the Visual Confidential Morbidity Reporting (vCMR) system. On July 10, 2018, your Board approved Amendment Number 11 to the Agreement, allowing Public Health to expand the vCMR system to serve as a single integrated reporting, case management, and surveillance system (IRIS) for Public Health programs and extend the term for a total of eight years through May 9, 2026.

IRIS supports multiple Public Health programs by managing communicable disease reports, epidemiological and outbreak investigations, and electronic laboratory reporting. Due to the COVID-19 pandemic, staff were reallocated to COVID emergency responses for onboarding laboratories and COVID surveillance systems. As a result of the limited staff to address IRIS, deployment services and maintenance work were backlogged, and therefore, key deliverables are still outstanding based on the Statement of Work. This extension will allow Public Health to finalize the centralized surveillance environment, complete existing key deliverables as noted in Exhibit C from specific implementation reports along with completed report tests and completion of configuration for existing programs. This extension also allows legacy systems that present security and operational risks to be removed and maintain IRIS functionality while coordinating with California Department of Public Health (CDPH) to transition to a unified statewide surveillance solution.

As Public Health's sole surveillance system capable of receiving and distributing electronic laboratory report data, IRIS requires continued support to complete remaining infrastructure enhancements and maintain required reporting functions. Completed deliverables have been paid and removed from scope, resulting in a reduced agreement amount.

Approval of Recommendation 1 will allow Public Health to extend the current agreement for an additional 12 months to continue providing uninterrupted disease surveillance and case

management functionality to all onboarded Public Health programs, enable continuous epidemiological and outbreak investigation and reporting legally mandated through California Code of Regulations, Title 17, §2500, and time to complete onboarding deliverables and finalize development of planned system functionality.

Approval of Recommendation 2 will allow Public Health to execute amendments to the agreement to allow for the internal reallocation of funds between budget pools within the Agreement; rollover unspent funds; extend the term for an additional 12 months, as needed, through May 9, 2028 and increase the maximum Agreement sum; and otherwise increase or decrease funding up to 10 percent above or below the amended maximum Agreement sum.

Approval of Recommendation 3 will allow Public Health to execute change orders to allow for additional work which does not require a change to the Agreement, provided the amounts payable under such change orders collectively do not exceed the available amount of dollars provided under the Agreement for such additional work; and as otherwise stated in Section 8.2, Change Orders, of the Agreement.

Approval of Recommendation 4 will allow Public Health to immediately suspend or terminate the contract if the contractor fails to perform and/or fully comply with program requirements; and to terminate the contract for convenience by providing 30-calendar days advance written termination notice to the contractor.

### **Implementation of Strategic Plan Goals**

These recommended actions support the County's Strategic Plan North Star 2 – Foster Vibrant and Resilient Communities, Focus Area A - Public Health, Strategy 1 - Population Based Health; and North Star 3 – Realize Tomorrow's Government Today, Focus Area E - Data-Driven Decision Making, Strategy 1 - Facilitate Data Sharing.

### **FISCAL IMPACT/FINANCING**

The total maximum Agreement sum is being decreased by \$601,260, decreasing from \$15,836,120 to \$15,234,860, funded by Measure B and NCC, reflecting the completion of key deliverables and removal of associated tasks, which reduced the pool of funds and the total agreement amount. Of the \$15,234,860, \$3,410,801 is designated for the remaining key deliverables and maintenance, support, and hosting fees for the year 16 period.

Funding for the Agreement is included in Public Health's Final Adopted Budget for fiscal year (FY) 2025-26 and will be included in future FYs, as necessary.

There is no additional net County cost associated with this action.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

As required under Board Policy 5.100, your Board was notified on October 23, 2025, of Public Health's intent to request approval to extend the term of the sole source with Clinysis, Inc.

County Counsel has reviewed and approved Exhibit I as to form. Attachment A is the Sole Source Checklist signed by the CEO and submitted to your Board in connection with approval of Agreement

Number PH-001629.

In compliance with Board Policy 6.020 “Chief Information Office Board Letter Approval,” the CIO has reviewed this Board letter and supporting documents and determined that this recommendation action(s) does not constitute new technology-related acquisition of hardware, software, or professional services that would necessitate a formal written OCIO analysis.

## **CONTRACTING PROCESS**

On May 10, 2011, your Board approved Agreement Number PH-001629, a sole source software and services agreement with Atlas for the provision of an electronic communicable disease reporting system known as vCMR. The agreement became effective upon Board approval for an initial term of seven years with an option to add three additional terms. This Agreement succeeded several prior Board approved agreements that supported the use of CDC grant funding to design and develop the vCMR system in accordance with Public Health’s specifications and provided Atlas with certain marketing rights. Agreement Number PH-001629 restructured the County’s relationship with Atlas by transferring County ownership of the vCMR system to Atlas in exchange for implementation of services with a major upgrade at no cost to the County, significant financial credits applied toward the County’s payment obligations, a perpetual no-cost license for County use of the vCMR system, and discounted maintenance rates during the initial term of the Agreement.

On August 23, 2017, Public Health notified your Board of Public Health’s intent to extend the term of the Agreement with Atlas to expand IRIS to serve as a single integrated reporting, case management, and surveillance system for Public Health programs, on a sole source basis.

On April 25, 2018, Public Health, using delegated authority, extended the term of the Agreement and increased the maximum Agreement sum by \$84,250, taking the total Agreement sum to \$3,213,953 for a period of up to 90 days. This 90-day extension allowed Public Health to effectively negotiate Agreement Number PH-001629.

On July 10, 2018, your Board approved the extension of the terms of the Agreement with Atlas for an additional eight years to onboard additional Public Health programs and retire legacy systems, creating one centralized system for collecting data for surveillance, reporting, and case management.

On March 29, 2019, Public Health notified your Board of the approval of the merger and assignment of the rights and delegation of duties of Atlas to Sunquest Information Systems, Inc.

On September 29, 2022, Public Health notified your Board of the contractor name change from Sunquest Information Systems, Inc. to Clinysis, Inc.

The vCMR system remains a proprietary product originally designed by Atlas specifically to meet Public Health’s requirements. As a result, no other vendors are able to provide this software. Public Health intends to continue using the vCMR system while it negotiates an agreement with, and transitions to, CDPH’s Future Disease Surveillance System.

## **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The Honorable Board of Supervisors

4/7/2026

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Approval of the recommended actions will allow Public Health to complete onboarding deliverables and enable programs to continue using the current IRIS system for disease surveillance, epidemiological and outbreak investigations, and case management. In addition, approval of the amendment will allow Public Health to work with CDPH to select, negotiate, implement and onboard a cost-beneficial shared disease surveillance system to replace the current IRIS system.

Respectfully submitted,

A handwritten signature in black ink that reads "Barbara Ferrer". The signature is written in a cursive, flowing style.

Barbara Ferrer, PhD, MPH, MEd

Director

BF:bgc  
#08476

Enclosures

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



## COUNTY OF LOS ANGELES BOARD OF SUPERVISORS POLICY 5.100 SOLE SOURCE CHECKLIST

Department Name: \_\_\_\_\_

- New Sole Source Contract
- New Sole Source Contract for Replacement of Existing Services, or Amendments for Extension of Contracts for Existing Services
- Date Existing Contract First Approved: \_\_\_\_\_

Check (✓)	<b>JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS TO EXTEND CONTRACTS</b> <b>Identify applicable justification and provide documentation for each checked item.</b>
<input type="checkbox"/>	➤ Only one single source for the service exists.
<input type="checkbox"/>	➤ Compliance with applicable statutory and/or regulatory provisions.
<input type="checkbox"/>	➤ Compliance with State and/or federal programmatic requirements.
<input type="checkbox"/>	➤ Services provided by other public or County-related entities.
<input type="checkbox"/>	➤ Services are needed to address an emergent or related time-sensitive need.
<input type="checkbox"/>	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
<input type="checkbox"/>	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance services and/or support services agreements are required on equipment and/or software, which must be serviced by the original manufacturer, software provider, or an authorized service representative.
<input type="checkbox"/>	➤ 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.

Approved by:

*Atinsh Sepanian*

\_\_\_\_\_  
Chief Executive Office

\_\_\_\_\_  
Date

Agreement Number: PH-001629

**SOFTWARE AND SERVICES AGREEMENT**

Amendment Number 21

THIS AMENDMENT NUMBER 21 (together with all Exhibits and Attachments hereto, "Amendment 21") is made and entered into on \_\_\_\_\_ ("Amendment 21 Effective Date")

by and between COUNTY OF LOS ANGELES (hereafter "County"),  
and CLINISYS, INC. (hereafter "Contractor").

The County and Contractor are each a "Party" and collectively "the Parties".

WHEREAS, reference is made to that certain document entitled "SOFTWARE AND SERVICES AGREEMENT," dated May 10, 2011, and further identified as Agreement Number PH-001629, and any Amendments thereto prior to the date hereof (together with all exhibits and attachments thereto, all hereafter "Agreement"); and

WHEREAS, on MONTH XX, 2026, the Board of Supervisors delegated authority to the Director of the Department of Public Health (Public Health), or designee, to enter into this Amendment 21 to the Agreement; and

WHEREAS, it is the intent of the parties hereto to amend the Agreement to extend the Term of the Agreement until May 9, 2027, to make amendments to Exhibit C (Schedule of Pricing and Payments) and its attachments as needed for the extension period and for amendments to work, to make amendments to the County's privacy and security terms, and to make other hereafter designated changes, all subject to the terms and conditions of this Amendment 21; and

WHEREAS, this Amendment 21 is entered into in accordance with Paragraph 8.3 (Amendments) of the Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Amendment 21 Effective Date. This Amendment will be effective upon the Amendment 21 Effective Date.
2. Incorporation of Recitals. The Recitals to this Amendment 21 are incorporated by this reference as if set forth herein.

3. Paragraph 1.2, INTERPRETATION. Paragraph 1.2, INTERPRETATION, of the Agreement is deleted and replaced in its entirety 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:

Exhibit A	Additional Terms and Conditions
Attachment A.1	County's Administration
Attachment A.2	Contractor's Administration
Exhibit B	Statement of Work
Attachment B.1	Additional DPH Programs
Attachment B.2	Deliverable Expectation Document
Exhibit C	Schedule of Pricing and Payments
Attachment C.1	Term Year 1-7 Amounts
Attachment C.2	Task and Deliverable Detail
Attachment C.3	Maintenance Fees and License Fees Detail
Attachment C.4	Support Fees Detail
Attachment C.5	Hosting Fees Detail
Attachment C.6	Additional Work Dollars Detail
Attachment C.7	Optional Pricing
Exhibit D	Description of System Software
Attachment D.1	System Requirements for Upgraded System
Attachment D.2	System Definitions
Attachment D.3	List of Reports
Attachment D.4	List of Dashboards

Attachment D.5	Baseline Interface Requirements
Attachment D.6	List of Other Baseline Modifications for Upgraded System
Attachment D.7	Design Specifications for the CalREDIE Interface
Attachment D.7.1	Screenshots of CalREDIE Data Fields
Attachment D.8	Design Specifications for the ORCHID Interface
Attachment D.8.1	ORCHID List of Data Fields
Attachment D.9	List of User Defined Forms
Exhibit E	Minimum System Requirements
Exhibit F	Service Level Requirements
Attachment F.1	Guide to Customer Support Services
Attachment F.2	Electronic Lab Reporting (ELR) Maintenance and Support Guide
Attachment F.3	Disaster Recovery Plan
Exhibit G	Business Associate Agreement Under Health Insurance Portability and Accountability Act of 1996 ("HIPAA")
Exhibit Q	Information Security and Privacy Requirements
Exhibit H	Invoice Discrepancy Report
Exhibit I	Contractor's EEO Certification
Exhibit J	Acknowledgement, Confidentiality and Assignment Agreement
Exhibit K	Deliverable Acceptance Form
Exhibit L	Safely Surrendered Baby Law
Exhibit M	Jury Service Ordinance
Exhibit N-1	Source Code Escrow Agreement
Exhibit O	Intellectual Property Assignment
Exhibit P	Transferred Servers

4. Paragraph 9.1, DEFINITION OF TERM. Paragraph 9.1, DEFINITION OF TERM, of the Agreement is deleted in its entirety and replaced as follows:

“9.1 DEFINITION OF TERM

The term of this Agreement is effective May 10, 2011, and will continue in full force and effect through May 9, 2027, unless terminated earlier in whole or in part, as provided in this Agreement (“Term”). County, acting through its Director of Public Health, may elect to extend the Term for up to an additional twelve (12) one-month extensions, which may be exercised in any monthly increment. As extended by County, all extension periods will constitute part of the Term.”

5. Paragraph 40, RECORDS AND AUDITS. Paragraph 40, RECORDS AND AUDITS, of Exhibit A (Additional Terms and Conditions) to the Agreement is deleted in its entirety and replaced to read as follows:

“40.0 RECORDS RETENTION AND AUDITS:

40.1 Service Records: Contractor must maintain all service records related to this Contract for a minimum period of seven years following the expiration or prior termination of this Contract. Contractor must provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services hereunder. Records must be accessible as detailed in the subsequent Subparagraph(s).

40.2 Financial Records: Contractor must prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles; written guidelines, standards, and procedures which may from time to time be promulgated by Director; and requirements set forth in the Los Angeles County Auditor-Controller’s Contract Accounting and Administration Handbook. The handbook is available on the internet at: [AC Contract Accounting and Administration Handbook - Revised July 2025](#)

Such records must clearly reflect the actual cost of the type of service for which payment is claimed and include, but not be limited to:

- (1) Books of original entry which identify all designated donations, grants, and other revenues, including County, federal, and State revenues, and all costs by type of service.
- (2) General Ledger.
- (3) A written cost allocation plan which includes reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect Costs mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program.
- (4) Personnel records which show the percentage of time worked providing services claimed under this Contract. Such records must be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total work time on a daily basis. This requirement applies to all program personnel, including the person functioning as the executive director of the program, if such executive director provides services claimed under this Agreement.
- (5) Personnel records which account for the total work time of personnel identified as indirect costs in the approved Agreement budget. Such records must be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director of the program, if such executive director provides services claimed under this Agreement.

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). The client/patient eligibility determination and fees charged to, and collected from clients/patients must also be reflected therein. All financial records must be retained by Contractor at a location within Los Angeles County during the term of this Agreement and for a minimum of seven years following expiration or earlier termination of this Agreement, or until

federal, State, and/or County audit findings are resolved, whichever is later. During such retention period, all such records must be made available during normal business hours within 10 Days, to authorized representatives of federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles County and Contractor is unable to move such records to Los Angeles County, Contractor must permit such inspection or audit to take place at an agreed to outside location, and Contractor must pay County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other location. Contractor further agrees to provide such records, when possible, immediately to County by facsimile (fax), electronic mail (e-mail), or file transfer protocol, upon Director's request. Director's request will include appropriate County fax number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor agrees to make available the original documents of such fax and e-mail records when requested by Director for review as described hereinabove.

- 40.3 Preservation of Records: If, following termination of this Agreement, Contractor's facility is closed or if ownership of Contractor changes, within 48 hours thereafter, the Director is to be notified thereof by Contractor in writing and arrangements are to be made by Contractor for preservation of the client/patient and financial records referred to hereinabove.
- 40.4 Audit Reports: In the event that an audit of any or all aspects of this Agreement is conducted by any federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor must file a copy of each such audit report(s) with the Chief of the Public Health Contract Monitoring Division, and with the County's Auditor-Controller (Audit Branch) within 30 Days of Contractor's receipt thereof, unless otherwise provided for under this Agreement, or under applicable federal or State regulations. To the extent permitted by law, County will maintain the confidentiality of such audit report(s).
- 40.5 Independent Audit: Contractor's financial records must be audited by an independent auditor for every year that this Agreement is in effect. The audit must be in compliance

with 2 CFR 200.501. The audit must be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable federal, State, or County statutes, policies, or guidelines. Contractor must complete and file such audit report(s) with the County's Public Health Contract Monitoring Division no later than the earlier of 30 Days after receipt of the auditor's report(s) or nine months after the end of the audit period.

If the audit report(s) is/are not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report(s) is/are delivered to County.

The independent auditor's work papers must be retained for a minimum of three years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit work papers must be made available for review by federal, State, or County representatives upon request.

- 40.6 Federal Access to Records: If, and to the extent that, Section 1861 (v) (1) (I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v) (1) (I)] is applicable, Contractor agrees that for a period of seven years following the furnishing of services under this Agreement, Contractor must maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a 12-month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract must provide for such access to the subcontract, books, documents, and records of the subcontractor.

40.7 Program and Audit/Compliance Review: In the event County representatives conduct a program review and/or an audit/compliance review of Contractor, Contractor must fully cooperate with County's representatives. Contractor must allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Agreement and must allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County will reimburse Contractor its customary charge for record copying services, if requested. Director will provide Contractor with at least 10 business days' prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

County may conduct a statistical sample audit/compliance review of all claims paid by County during a specified period. The sample will be determined in accordance with generally accepted auditing standards. An exit conference will be held following the performance of such audit/compliance review at which time the result will be discussed with Contractor. Contractor will be provided with a copy of any written evaluation reports.

Contractor will have the opportunity to review County's findings on Contractor, and Contractor will have 30 Days after receipt of County's audit/compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the 30-Day period, there remains audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit, or sample, will be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County. County may withhold any claim for payment by Contractor for any month(s) for any deficiency(ies) not corrected.

40.8 Audit Settlements:

- (1) If an audit conducted by federal, State, and/or County representatives finds that units of service, actual reimbursable net costs for any services, and/or combinations thereof furnished hereunder are lower than

units of service and/or reimbursement for stated actual net costs for any services for which payments were made to Contractor by County, then payment for the unsubstantiated units of service and/or unsubstantiated reimbursement of stated actual net costs for any services must be repaid by Contractor to County. For the purpose of this Paragraph an “unsubstantiated unit of service” means a unit of service for which Contractor is unable to adduce proof of performance of that unit of service and “unsubstantiated reimbursement of stated actual net costs” means stated actual net costs for which Contractor is unable to adduce proof of performance and/or receipt of the actual net cost for any service.

- (2) If an audit conducted by federal, State, and/or County representatives finds that actual allowable and documented costs for a unit of service provided hereunder are less than the County’s payment for those units of service, Contractor must repay County the difference immediately upon request, or County has the right to withhold and/or offset that repayment obligation against future payments.
- (3) If within 30 Days of termination of this Agreement, such audit finds that the units of service, allowable costs of services, and/or any combination thereof furnished hereunder are higher than the units of service, allowable costs of services and/or payments made by County, then the difference may be paid to Contractor, not to exceed the County maximum contract obligation.
- (4) In no event will County be required to pay Contractor for units of service that are not supported by actual allowable and documented costs.
- (5) In the event that Contractor’s actual allowable and documented cost for a unit of service is less than fee-for-service rate(s) set out in the budget(s), Contractor will only be reimbursed for its actual allowable and documented costs.

40.9 Failure to Comply: Failure of Contractor to comply with the terms of this Paragraph will constitute a material breach of this Agreement upon which Director may suspend or County may immediately terminate this Agreement.”

6. Paragraph 74, CAMPAIGN CONTRIBUTION PROHIBITION FOLLOWING FINAL DECISION IN CONTRACT PROCEEDINGS. Paragraph 74, CAMPAIGN CONTRIBUTION PROHIBITION FOLLOWING FINAL DECISION IN CONTRACT PROCEEDINGS, of Exhibit A (Additional Terms and Conditions) to the Agreement, added under Amendment Number 19, dated August 30, 2024, is deleted in its entirety and replaced as follows:

“74.0 CAMPAIGN CONTRIBUTION PROHIBITION FOLLOWING FINAL DECISION IN CONTRACT PROCEEDING:

Pursuant to [Government Code Section 84308](#), Contractor and its subcontractors, are prohibited from making a contribution of more than \$500 to a County officer for 12 months after the date of the final decision in the proceeding involving this Agreement, including any amendments to this Agreement. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Agreement as determined in the sole discretion of the County.”

7. Attachment A.1.5 (County's Administration). Attachment A.1.5 (County's Administration) to the Exhibit A, Additional Terms and Conditions, to the Agreement will be deleted in their entirety and replaced with Attachment A.1 (County's Administration) attached hereto and incorporated herein by reference. All references in the Agreement or any exhibit thereto to Attachment A.1.5 (County's Administration) (or to any other numbering scheme for Attachment A.1. \_\_ (County's Administration), is deemed to be Attachment A.1 (County's Administration).

8. Attachment A.5 (Contractor's Administration). Attachment A.5 (Contractor's Administration) to the Exhibit A, Additional Terms and Conditions, to the Agreement will be deleted in their entirety and replaced with Attachment A.2 (Contractor's Administration) attached hereto and incorporated herein by reference. All references in the Agreement or any exhibit thereto to Attachment A.5 (Contractor's Administration) (or to any other numbering scheme for Attachment A. \_\_ (Contractor's Administration), is deemed to be Attachment A.2 (Contractor's Administration).

9. Attachment B.1, Additional Public Health Programs. Attachment B.1, Additional Public Health Programs, to Exhibit B, Statement of Work, to the Agreement is hereby deleted in its entirety and replaced with Attachment B.1, Additional Public Health Programs, attached hereto and incorporated herein by reference. Remaining attachments to Exhibit B, Statement of Work, remain unchanged.

10. Exhibit C, Schedule of Pricing and Payments, and Attachments. Exhibit C, Schedule of Pricing and Payments, and Attachments C.1 (Term Year 1-7 Amounts), C.2 (Tasks and Deliverables Detail), C.3 (Maintenance Fees Detail), C.4 (Support Fees Detail), C.5 (Hosting Fees Detail), C.6 (Additional Work Dollars Detail), and C.7 (Optional Pricing)

to the Agreement are deleted their entirety and replaced with Exhibit C, Schedule of Pricing and Payments, and Attachments C.1 (Term Year 1-7 Amounts), C.2 (Tasks and Deliverables Detail), C.3 (Maintenance Fees Detail), C.4 (Support Fees Detail), C.5 (Hosting Fees Detail), C.6 (Additional Work Dollars Detail), and C.7 (Optional Pricing).

11. Exhibit Q, Information Security Requirements. Exhibit Q, Information Security Requirements, and its attachments, to the Agreement are deleted in their entirety and replaced with Exhibit Q, Information Security and Privacy Requirements, attached hereto and incorporated herein by reference. All references in the Agreement to Exhibit Q, Information Security Requirements, or any of its attachments, is deemed to be Exhibit Q, Information Security and Privacy Requirements.

12. Exhibit S, Covid 19 Vaccination Certification of Compliance. Exhibit S, Covid 19 Vaccination Certification of Compliance, and corresponding Agreement provision are deleted in their entirety. The Agreement provision is replaced with "Intentionally Omitted" to preserve the numbering of subsequent provisions.

13. Counterparts. This Amendment 21 may be executed in any number of facsimile or other electronic counterparts, all of which when taken together will constitute one in the same instrument.

14. Effect on Agreement. Except for the changes set forth in this Amendment 21, the Agreement will not be changed in any other respect and will remain in full force and effect. To the extent of any conflict between the terms of the Agreement and the terms of this Amendment 21, the terms of this Amendment 21 will prevail.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Public Health, or designee, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized office, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Barbara Ferrer, Ph.D., M.P.H., M.Ed.  
Director

CLINISYS, INC.

By \_\_\_\_\_  
Andrew Branski  
Vice President, Finance

APPROVED AS TO FORM:  
BY THE OFFICE OF THE COUNTY COUNSEL  
DAWYN R. HARRISON  
County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Public Health

By \_\_\_\_\_  
Contracts and Grants Division Management

#08476:bgc

**ATTACHMENT A.1  
COUNTY'S ADMINISTRATION**

CONTRACT NO-PH001629

COUNTY PROJECT DIRECTOR OR SUCH PERSON'S DESIGNEE:

Naman Shah, Division Director  
County of Los Angeles / Department of Public Health  
Division of Medical and Dental Affairs  
241 N. Figueroa St., Room 275  
Los Angeles, CA 90012  
Phone: (919) 741-8703  
E-mail: [NShah@ph.lacounty.gov](mailto:NShah@ph.lacounty.gov)

COUNTY PROJECT MANAGERS OR SUCH PERSON'S DESIGNEE:

1. Patricia Araki, Project Manager  
County of Los Angeles / Department of Public Health  
Disease Control Informatics Branch  
241 N. Figueroa St., Room 275  
Los Angeles, CA 90012  
Phone: (323) 659-6594  
E-mail: [paraki@ph.lacounty.gov](mailto:paraki@ph.lacounty.gov)
  
2. Emmanuel Mendoza, Project Manager  
County of Los Angeles / Department of Public Health  
Disease Control Informatics Branch  
241 N. Figueroa St., Room 275  
Los Angeles, CA 90012  
Phone: (213) 757-0753  
E-mail: [emmendoza@ph.lacounty.gov](mailto:emmendoza@ph.lacounty.gov)

CHIEF INFORMATION OFFICER OR SUCH PERSON'S DESIGNEE:

Marshall Ramsey, Chief Information Officer  
County of Los Angeles / Department of Public Health  
Public Health Information Systems  
313 N. Figueroa St., Room 406  
Los Angeles, CA 90012  
Phone: (213) 684-4914  
E-mail: [mramsey@ph.lacounty.gov](mailto:mramsey@ph.lacounty.gov)

COUNTY'S GRANT ADMINISTRATOR:

Ben Tech  
County of Los Angeles / Department of Public Health  
Acute Communicable Disease Control  
313 N. Figueroa St., Room 212  
Los Angeles, CA 90012  
Phone: 213-288-8660  
Cell: 213-420-3171  
Email: [btech@ph.lacounty.gov](mailto:btech@ph.lacounty.gov)

CONTRACT MONITORING UNIT:

Olga Portero, Manager  
County of Los Angeles/Department of Public Health  
5555 Ferguson Drive, Suite 301  
Commerce, CA 90022  
Phone: (323) 659-6567  
Email: [oportero@ph.lacounty.gov](mailto:oportero@ph.lacounty.gov)

ADDRESS FOR NOTICES:

Stephanie Ruiz-Perez, Acting Director  
County of Los Angeles / Department of Public Health  
Contracts and Grants Division  
313 N. Figueroa St., Room 406  
Los Angeles, CA 90012  
Phone: (323) 659-6266  
Email: [sruiz-perez@ph.lacounty.gov](mailto:sruiz-perez@ph.lacounty.gov)

With a copy to:

To each County Project Manager as indicated above.

**ATTACHMENT A.2**  
**CONTRACTOR'S ADMINISTRATION**

CONTRACT NO. PH-001629

CONTRACTOR STAFF:

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CONTRACTOR PROJECT DIRECTOR OR SUCH PERSON'S DESIGNEE:

Tina Mach, Manager  
CX Services/Healthcare  
Clinisys, Inc. 3300 E. Sunrise Drive  
Tucson, Arizona 85718

Voice: (520) 570-2268  
Cell: (520) 354-7719  
Fax: (818) 340-7079  
E-mail [Tina.Mach@Clinisys.com](mailto:Tina.Mach@Clinisys.com)

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CONTRACTOR PROJECT MANAGER OR SUCH PERSON'S DESIGNEE:

Emmett Glover, Project Manager  
Clinisys, Inc. 3300 E. Sunrise Drive  
Tucson, Arizona 85718

Voice: (520) 570-2709  
Cell: (520) 570-2709  
Fax: (818) 340-7079  
E-mail [emmett.glover@Clinisys.com](mailto:emmett.glover@Clinisys.com)

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CONTRACTOR'S AUTHORIZED SIGNATORIES:

<b>NAME</b>	<b>TITLE</b>	<b>SIGNATURE</b>
Michael Simpson	President and CEO	_____
Andrew Branski	VP of Finance	_____
Anne Rounds	Director, Contracts	_____

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ADDRESS FOR NOTICES:

Clinisys, Inc.  
Attn: Corporate Counsel  
3300 E. Sunrise Drive  
Tucson, Arizona 85718

c: Anne Rounds, Director, Contracts

# **ATTACHMENT B.1**

## **Additional Public Health Programs**

### **1.0 ADDITIONAL DEPARTMENT OF PUBLIC HEALTH (PUBLIC HEALTH) PROGRAMS TO BE ADDED PURSUANT TO EXHIBIT B (STATEMENT OF WORK)**

As further defined in the Agreement, each Additional Public Health Program listed below will use IRIS to support their mission and responsibilities.

#### **1.1 *Division of HIV and STD Programs (DHSP)***

In 2011, the Department of Public Health combined the HIV Epidemiology Program, the Office of AIDS Programs and Policy, and the Sexually Transmitted Disease Program to form the Division of HIV and STD Programs (DHSP). DHSP's mission is to prevent and control the spread of HIV and STDs through epidemiological surveillance, implementation of evidence-based programs, coordination of prevention, care and treatment services, and the creation of policies that promote health.

DHSP continues to work closely and collaboratively with community-based organizations, other governmental offices, advocates, and people living with HIV/AIDS as it seeks to:

- control the spread of HIV and sexually transmitted diseases,
- monitor HIV/AIDS and STD morbidity and mortality,
- increase access to care for those in need, and
- eliminate HIV-related health inequalities.

#### **1.2 *Public Health Nursing Administration***

Public Health Nursing promotes the well-being of communities and seeks to promote health, prevent disease, disability and premature death among all residents in the County of Los Angeles. Public Health Nursing strives to improve the quality of neighborhood life by working in a partnership with community residents to create the conditions that promote healthy lives. The IRIS Project reports to the Nursing Informatics Unit in Nursing Administration.

#### **1.3 *Public Health Investigation (PHI) Administration***

PHI Administration directs the planning, implementation, and evaluation of PHI Practice activities, and ensures that PHI enforcement activities conform to applicable laws, ordinances, and regulations. PHI Administration directs the development of goals, policies, and procedures, and establishes quality assurance activities to monitor PHI Practice activities. They determine the effectiveness of PHI Practice interventions through the data collection and analysis of quality assurance reports. PHI Administration responds to changes in the public health laws, regulations, and Public Health policy by developing requisite changes to the scope of PHI Practice and interventions.

PHI Administration also serves as the designated Custodian of Records in response to

subpoenas duces tecum, court orders, and Public Records Act requests for public health records.

#### 1.4 **Veterinary Public Health (VPH) Program**

The Veterinary Public Health program (VPH) is an integral part of the Los Angeles County Department of Public Health. VPH works at the intersection of human and animal health to promote a healthy community environment for residents of Los Angeles County. Jurisdiction includes all of Los Angeles County, except the cities of Long Beach, Vernon and Pasadena.

VPH is staffed by veterinarians, animal sanitation inspectors, registered veterinary technicians (RVT), health educator, epidemiology analyst, and administrative staff.

VPH is responsible for:

- Animal disease surveillance (including zoonoses) and outbreak investigations
- Animal bite reporting and rabies control activities
- Animal import inspections
- Healthy Pets Healthy Families initiative
- Collaboration with non-profits to provide preventive veterinary medicine to underserved communities
- Public outreach and education

DHSP Workflow	Veterinary Workflow
<u>DHSP (Division of HIV &amp; STD Programs)</u> UDFs (as listed in contract) 2 Dashboards 5 Reports Data migration (CaseWatch)	<u>VPH Program (Veterinary Public Health)</u> UDFs (as listed in contract) 2 Dashboards 5 Reports
All (NA and PHI)'s UDF fields related to the STI workflow are incorporated into DHSP's UDFs	All (NA and PHI)'s UDF fields related to the Veterinary workflow are incorporated into VPH's UDFs

Acronyms	
DHSP	Division of HIV & STD Programs
NA	Nursing Administration
PHI	Public Health Investigation
STI	Sexually Transmitted Infection
UDF	User Defined Forms
VPH	Veterinary Public Health

Note: Tuberculosis Control Program (TBCP), Community Field Services/Clinic Services (CFSCS), Public Health Acute Communicable Disease Control (ACDC) and Vaccine Preventable Disease Control Program – Epidemiology (VPDC-EPI) Program Workflows have been removed from onboarding schedule, tasks and deliverables.

## EXHIBIT C

### SCHEDULE OF PRICING AND PAYMENTS

#### SUMMARY – MAXIMUM CONTRACT SUM FOR TERM

Item No.	Description	Amount
C.1	Term Years 1-7 Amounts	\$2,946,056
C.2	Aggregate Tasks and Deliverables (Exhibit B (Statement of Work) Tasks and Deliverables 1-26)	\$1,825,142
C.3	Aggregate Maintenance Fees (Exhibit B (Statement of Work) Task and Deliverable 27), Ongoing License Fees, and Subscription Fees	\$1,406,496
C.4	Aggregate Support Services Fees (Exhibit B (Statement of Work) Task and Deliverable 28)	\$821,309
C.5	Aggregate Hosting Services Fees (Exhibit B (Statement of Work) Task and Deliverable 29)	\$3,491,006
C.6	Aggregate Provide As-Needed Additional Work Dollars Under Exhibit B (Statement of Work) Task and Deliverable 30)	\$4,744,850
<b>Maximum Contract Sum for Term (May 10, 2011– May 9, 2027)</b>		<b>\$15,234,860</b>

**ATTACHMENT C.1**

**TERM YEARS 1-7 AMOUNTS**

<b>ITEM</b>	<b>TOTAL</b>
Negotiated Aggregate Maintenance Fees Term Years 1-7	\$280,400
Aggregate Annual Support Fees Term Years 1-7	\$595,850
Aggregate Annual Hosting Fees Term Years 1-7	\$1,486,120
Aggregate Pool Dollars Term Years 1-7	\$1,212,667
Aggregate Credit	(\$816,676)
Prior Change Orders	\$187,695
<b>C.1 Total:</b>	<b>\$2,946,056</b>

**ATTACHMENT C.2  
TASK AND DELIVERABLE DETAIL  
(EXHIBIT B (STATEMENT OF WORK) TASKS AND DELIVERABLES 1-26)**

**Project Management Key Deliverables**

Milestone Name	Total	Key Deliverables	Per Month (8 Years)
<b>Completion of Project Initiation</b>	\$678,868	Deliverable 1.1. Kick Off Meeting	<b>\$7,222</b>
		Deliverable 1.2 Project Charter	
		Deliverable 2.1 Ongoing Project Management, Status Reports and Meetings	
		Deliverable 2.2 Steering Committee Reports and Conduct Steering Committee Meetings	
		Deliverable 20.1 Finalized Project Close-out Checklist	
		Deliverable 20.2 Completed Project Close-out Activities	
Subtotal	<b>\$678,868</b>		

**ATTACHMENT C.2  
TASK AND DELIVERABLE DETAIL  
(EXHIBIT B (STATEMENT OF WORK) TASKS AND DELIVERABLES 1-26)**

**UPGRADED SYSTEM KEY DELIVERABLES**

<b>Milestone Name</b>	<b>Milestone Allocation</b>	<b>Allocation Amount</b>	<b>Key Deliverables</b>	<b>Total by Deliverable</b>
<b>Complete Design</b>	<b>33%</b>	<b>\$286,864</b>	Deliverable 4.1 Amazon Web Services Migration Plan	\$30,217
			Deliverable 4.2 Certified Results of Validation of High Availability AWS Option [1]	\$24,000
			Deliverable 4.6 Updated Disaster Recovery Plan and Assessments for the Upgraded System	\$30,217
			Deliverable 5.2 Final System Design Specifications	\$12,951
			<i>3 Programs at \$4,317 (each)</i>	
			Deliverable 7.2 Final Dashboard Design Specifications	\$12,951
			<i>3 Programs at \$4,317 (each)</i>	
			Deliverable 8.2 Final Specified Baseline Interface Design Specifications	\$35,253
			Deliverable 9.2 Final Other Baseline Design Modification Design	\$80,842
			1.1 Electronic Filing Cabinet Lock: \$24,261.81	
			1.2 Mobile Accessibility (Intentionally Omitted)	
			1.3 Outbreak Module: Location & District: \$6,557.25	
1.4 Web Services (WS) Federation (SSO): \$13,114.49				
1.5 Electronic Signature: \$36,907.92				
Deliverable 13.1 Data Conversion and Migration Plan	\$0			
Deliverable 14.1 Validated Integration Approach for Authentication	\$30,217			
Deliverable 15 .1 System Security Plan	\$30,217			

1 Amount shown is the not-to exceed amount for Deliverable 4.2 (Certified Results of Validation of High Availability AWS Option) of Exhibit B (Statement of Work). It represents up to three (3) months of operation of the test System Environment described in the corresponding Subtask 4.2 (Validation of High Availability AWS Option). Notwithstanding anything to the contrary contained in this Attachment C.2, Contractor shall only be permitted up to three (3) months (e.g., if the Work under Subtask 4.2 (Validation of High Availability AWS Option) only required the test System Environment to be in operation for 1.5 months, then Contractor shall only be permitted to invoice for \$16,000, but if the Work required the test System Environment to be in operation for four (4) months, Contractor shall only be permitted to invoice for \$24,000).

**ATTACHMENT C.2  
TASK AND DELIVERABLE DETAIL  
(EXHIBIT B (STATEMENT OF WORK) TASKS AND DELIVERABLES 1-26)**

Milestone Name	Milestone Allocation	Allocation Amount	Key Deliverables	Total by Deliverable
<b>Complete Build and Test</b>	<b>38%</b>	<b>\$164,866</b>	Deliverable 6.1 Completed System Build and Configuration for each DPH Program	\$16,788
			<i>2 Programs at \$8,394 (each)</i>	
			Deliverable 7.3 Complete Dashboards for Each DPH Program	\$40,290
			<i>3 Programs at \$13,430 (each)</i>	
			Deliverable 9.3 Completed Other Baseline Modifications for Upgraded System	\$107,789
			1.1 Electronic Filing Cabinet Lock: \$32,349.08	
			1.2 Mobile Accessibility (Intentionally Omitted)	
			1.3 Outbreak Module: Location & District: \$8,742.99	
			1.4 Web Services (WS) Federation (SSO): \$17,485.99	
1.5 Electronic Signature: \$49,210.57				
Deliverable 11.1 Certification of Testing of Upgraded System	\$0			
Deliverable 12.2 Completed User Acceptance Test	\$0			
Deliverable 13.3 Complete Data Conversion and Migration for Each Additional DPH Program	\$0			

**ATTACHMENT C.2  
TASK AND DELIVERABLE DETAIL  
(EXHIBIT B (STATEMENT OF WORK) TASKS AND DELIVERABLES 1-26)**

<b>Milestone Name</b>	<b>Milestone Allocation</b>	<b>Allocation Amount</b>	<b>Key Deliverables</b>	<b>Total by Deliverable</b>
<b>Productive Use</b>	<b>11%</b>	<b>\$100,723</b>	Deliverable 4.5 Implemented Amazon Web Services Infrastructure for Upgraded System	\$47,004
			Deliverable 8.5 Implemented Specified Baseline Interfaces in Production	\$23,502
			Deliverable 14.4 Implemented Authentication Integration in Production	\$23,502
			Deliverable 17.1 System Cutover to Production Use for Each DPH Program	
			<i>2 Programs at \$3,357 (each)</i>	\$6,715
<b>Final Acceptance</b>	<b>18%</b>	<b>\$33,574</b>	Deliverable 18.1 DPH Program Acceptance of Upgraded System Certificate	
			<i>2 Programs at \$16,787 (each)</i>	\$33,574
			Deliverable 19.1 System Acceptance for Upgraded System Certificate	\$0
			22.6 Acceptance of CalREDIE Baseline (Intentionally Omitted)	\$0
<b>Subtotal</b>	<b>100%</b>	<b>\$586,027</b>		

**ATTACHMENT C.2  
TASK AND DELIVERABLE DETAIL  
(EXHIBIT B (STATEMENT OF WORK) TASKS AND DELIVERABLES 1-26)**

**Reports Key Deliverables**

<b>Milestone Name</b>	<b>Milestone Allocation</b>	<b>Allocation Amount</b>	<b>Key Deliverables</b>	<b>Total Not to Exceed Amount by Deliverable</b>
<b>Complete Design</b>	<b>30%</b>	\$31,500	Deliverable 21.2 Final Report Design Specifications	\$31,500
			<i>3 Programs at \$10,500 (each)</i>	
<b>Complete Build and Test</b>	<b>40%</b>	\$28,000	Deliverable 21.4 – Complete Report Tests for Each DPH Program	\$28,000
			<i>2 Programs at \$14,000 (each)</i>	
<b>Productive Use</b>	<b>10%</b>	\$7,000	Deliverable 21.5 Implemented Reports in Production for Each DPH Program	\$7,000
			<i>2 Programs at \$3,500 (each)</i>	
<b>Final Acceptance</b>	<b>20%</b>	\$14,000	Deliverable 21.6 Acceptance of Reports for Each DPH Program	\$14,000
			<i>2 Programs at \$7,000 (each)</i>	
<b>Subtotal</b>	<b>100%</b>	<b>\$80,500</b>		

**ATTACHMENT C.2  
TASK AND DELIVERABLE DETAIL  
(EXHIBIT B (STATEMENT OF WORK) TASKS AND DELIVERABLES 1-26)**

**Physician Portal Application Phase 1**

<b>Milestone Name</b>	<b>Milestone Allocation</b>	<b>Allocation Amount</b>	<b>Key Deliverable</b>	<b>Total by Deliverable</b>
<b>Physician Portal Application Phase 1</b>	<b>30%</b>	\$33,841	Deliverable 24.1 Validated Physician Portal Application Phase 1 Requirements and Final Specifications	\$33,841
	<b>50%</b>	\$56,402	Deliverable 24.2 Completion of Configuration and Test of Physician Portal Application Phase 1	\$56,402
	<b>20%</b>	\$22,561	Deliverable 24.3 Implementation and Acceptance of Physician Portal Application Phase 1	\$22,561
<b>Subtotal</b>	<b>100%</b>	<b>\$112,804</b>		

**Physician Portal Application Phase 2**

<b>Milestone Name</b>	<b>Milestone Allocation</b>	<b>Allocation Amount</b>	<b>Key Deliverable</b>	<b>Total by Deliverable</b>
<b>Physician Portal Application Phase 2</b>	<b>30%</b>	\$23,340	Deliverable 24.4 Validated Physician Portal Application Phase 2 Requirements and Final Specifications	\$23,340
	<b>50%</b>	\$38,900	Deliverable 24.5 Completion of Configuration and Test of Physician Portal Application Phase 2	\$38,900
	<b>20%</b>	\$15,560	Deliverable 24.6 Implementation and Acceptance of Physician Portal Application Phase 2	\$15,560
<b>Subtotal</b>	<b>100%</b>	<b>\$77,800</b>		

**ATTACHMENT C.2  
TASK AND DELIVERABLE DETAIL  
(EXHIBIT B (STATEMENT OF WORK) TASKS AND DELIVERABLES 1-26)**

**EHR Gateway Application**

Milestone Name	Milestone Allocation	Allocation Amount	Key Deliverable	Total by Deliverable
<b>EHR Gateway Application</b>	<b>100%</b>	\$206,256	Deliverable 25.3 Implementation and Acceptance of EHR Gateway Application	\$206,256
<b>Subtotal</b>		<b>\$206,256</b>		

**ATTACHMENT C.2  
TASK AND DELIVERABLE DETAIL  
(EXHIBIT B (STATEMENT OF WORK) TASKS AND DELIVERABLES 1-26)**

**User Defined Forms Key Deliverables**

<b>Milestone Name</b>	<b>Milestone Allocation</b>	<b>Allocation Amount</b>	<b>Key Deliverables</b>	<b>Total Not To Exceed Amount by Deliverable</b>
<b>Complete Design</b>	<b>30%</b>	\$113,142	Deliverable 26.2 Final UDF Design Specifications	\$113,142
			<i>3 Programs at \$37,714 (each)</i>	
<b>Complete Build and Test</b>	<b>40%</b>	\$100,572	Deliverable 26.4 – Complete UDF Tests for Each DPH Program	\$100,572
			<i>2 Programs at \$50,286 (each)</i>	
<b>Productive Use</b>	<b>10%</b>	\$25,142	Deliverable 26.5 Implemented UDFs in Production for Each DPH Program	\$25,142
			<i>2 Programs at \$12,571 (each)</i>	
<b>Final Acceptance</b>	<b>20%</b>	\$50,286	Deliverable 26.6 Acceptance of UDFs for Each DPH Program [2]	\$50,286
			<i>2 Programs at \$25,143 (each)</i>	
<b>Subtotal</b>	<b>100%</b>	<b>\$289,143</b>		

**C.2 Total: \$1,825,142**

2 Contractor may submit an invoice for Deliverable 26.6 (Acceptance of UDFs for Each DPH Program) of the Statement of Work only at such time as Contractor is able to submit an invoice for Deliverable 19.1 (System Acceptance of Upgraded System Certificate) of the Statement of Work in accordance with the terms of the Agreement.

**ATTACHMENT C.3  
 MAINTENANCE FEES, ONGOING LICENSE FEES, AND SUBSCRIPTION FEES DETAIL  
 EXHIBIT B (STATEMENT OF WORK) TASK AND DELIVERABLE 27; PARAGRAPH 10.3 OF BASE AGREEMENT**

**MAINTENANCE FEES - EHR GATEWAY**

	Term Year 8	Term Year 9	Term Year 10	Term Year 11	Term Year 12	Term Year 13	Term Year 14	Term Year 15	Term Year 16 **	Subtotal
<b>Quarterly Maintenance Fee Payment – EHR Gateway Application <sup>[4a]</sup></b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,138	\$10,442	
<b>Aggregate Annual Maintenance Fees – EHR Gateway</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$40,551	\$41,768	<b>\$82,319</b>

**\*\* If the County elects to extend the term of the Agreement for Year 17 in accordance with the Agreement, any increase in fees for Year 17 will be limited to three percent (3%) of the fees shown for Year 16.**

<sup>4a</sup> Notwithstanding anything to the contrary in this Attachment C.3, County’s obligation to pay Maintenance Fees in exchange for Contractor’s performance of Maintenance Services with respect to the EHR Gateway Application commences with the first quarter following County’s approval in accordance with the Agreement of Deliverable 25.3 (Implementation and Acceptance of EHR Gateway Application) of the Statement of Work.”

**ATTACHMENT C.3  
 MAINTENANCE FEES, ONGOING LICENSE FEES, AND SUBSCRIPTION FEES DETAIL  
 EXHIBIT B (STATEMENT OF WORK) TASK AND DELIVERABLE 27; PARAGRAPH 10.3 OF BASE AGREEMENT**

**MAINTENANCE FEES – SYNDROMIC SURVEILLANCE - 3 CONNECTIONS**

	Term Year 8	Term Year 9	Term Year 10	Term Year 11	Term Year 12	Term Year 13	Term Year 14	Term Year 15	Term Year 16**	Subtotal
<b>Quarterly Maintenance Fee Payment – Syndromic Surveillance</b> [5a]	\$0	\$0	Please see annual fees for year 10 below	Please see annual fees for year 11 below	\$878	\$878	\$878	\$878	\$904	
<b>Aggregate Annual Maintenance Fees – Syndromic Surveillance</b>	\$0	\$0	\$155	\$3,012	\$3,512	\$3,512	\$3,512	\$3,510	\$3,617	<b>\$20,832</b>

**\*\* If the County elects to extend the term of the Agreement for Year 17 in accordance with the Agreement, any increase in fees for Year 17 will be limited to three percent (3%) of the fees shown for Year 16.**

<sup>5a</sup> Notwithstanding anything to the contrary in this Attachment C.3, County’s obligation to pay Maintenance Fees in exchange for Contractor’s performance of Maintenance Services with respect to the three (3) Syndromic Surveillance connections commences with the first quarter following County’s approval in accordance with the Agreement of Deliverable 8.1 – 8.5 under Task 8 (Specified Baseline Interfaces for Upgraded System) (3) connections; pricing for each additional connection beyond three (3) connections is set forth in Attachment C.7 (Optional Pricing). Price increase or decrease to be implemented in accordance with Paragraph 10.3 (Maintenance Fees; License and Subscription Fees; Additional Concurrent Users, Connections, or Transactions) of the Base Agreement.”

**ATTACHMENT C.3  
 MAINTENANCE FEES, ONGOING LICENSE FEES, AND SUBSCRIPTION FEES DETAIL  
 EXHIBIT B (STATEMENT OF WORK) TASK AND DELIVERABLE 27; PARAGRAPH 10.3 OF BASE AGREEMENT**

**MAINTENANCE FEES – ELR GATEWAY APPLICATIONS - 4 CONNECTIONS**

	Term Year 8	Term Year 9	Term Year 10	Term Year 11	Term Year 12	Term Year 13	Term Year 14	Term Year 15	Term Year 16**	Subtotal
<b>Quarterly Maintenance Fee Payment – ELR Gateway Application</b> [6a]	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$3,000	\$3,090	
<b>Aggregate Annual Maintenance Fees – ELR Gateway Application</b>	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$12,000	\$12,360	<b>\$66,360</b>

**\*\* If the County elects to extend the term of the Agreement for Year 17 in accordance with the Agreement, any increase in fees for Year 17 will be limited to three percent (3%) of the fees shown for Year 16.**

<sup>6a</sup> Pricing shown in this table is for up to four (4) ELR Gateway Application direct Lab connections. As of the Amendment 11 Effective Date, however, there are only two (2) active ELR Gateway Application direct Lab connections. Notwithstanding anything to the contrary in this Attachment C.3, County’s obligation to pay Maintenance Fees in exchange for Contractor’s performance of Maintenance Services with respect to the third and fourth ELR Gateway Application direct Lab connections (\$3,000 annual Maintenance Fees per connection) commence with the first quarter following County’s approval in accordance with the Agreement of all Work under the applicable Change Order(s) adding such connections. For the avoidance of doubt, no such Change Order has yet been entered into by the Parties with respect to such connections and any such Change Order must be entered into in accordance with the Agreement. Additionally, pricing shown in this table is for up to 23 direct Lab connections; pricing for each additional direct Lab connection beyond 23 direct Lab connections is set forth in Attachment C.7 (Optional Pricing). Price increase or decrease to be implemented in accordance with Paragraph 10.3 (Maintenance Fees; License and Subscription Fees; Additional Concurrent Users, Connections, or Transactions) of the Base Agreement.”

**ATTACHMENT C.3**  
**MAINTENANCE FEES, ONGOING LICENSE FEES, AND SUBSCRIPTION FEES DETAIL**  
**EXHIBIT B (STATEMENT OF WORK) TASK AND DELIVERABLE 27; PARAGRAPH 10.3 OF BASE AGREEMENT**

**MAINTENANCE FEES – ALL OTHER SYSTEM SOFTWARE**

	Term Year 8	Term Year 9	Term Year 10	Term Year 11	Term Year 12	Term Year 13	Term Year 14	Term Year 15	Term Year 16 **	Subtotal
<b>Negotiated Quarterly Maintenance Fee Payment – Other System Software</b> [7a][8a]	*	\$10,000	\$10,000	Please see annual fees for year 11 below	Please see annual fees for year 12 below	Please see annual fees for year 13 below	Please see annual fees for year 14 below	\$40,326	\$41,536	
<b>Negotiated Aggregate Annual Maintenance Fees – Other System Software</b>	\$31,056	\$40,000	\$40,000	\$140,820	\$147,512	\$151,941	\$156,498	\$161,306	\$166,145	<b>\$1,035,278</b>

**\*\* If the County elects to extend the term of the Agreement for Year 17 in accordance with the Agreement, any increase in fees for Year 17 will be limited to three percent (3%) of the fees shown for Year 16.**

<sup>7a</sup> Maintenance Fees for Term Years 8, 9, and 10 are at a negotiated discount rate.

<sup>8a</sup> Pricing shown in this table is for up to the number Concurrent Users for the specific WorldCare Suite modules as identified on Attachment C.7 (Optional Pricing). All other WorldCare Suite modules are for unlimited Concurrent Users. Pricing for additional Concurrent Users beyond the number identified on Attachment C.7 is as set forth on Attachment C.7. Price increase or decrease to be implemented in accordance with Paragraph 10.3 (Maintenance Fees; License and Subscription Fees; Additional Concurrent Users, Connections, or Transactions) of the Base Agreement.

**ATTACHMENT C.3  
 MAINTENANCE FEES, ONGOING LICENSE FEES, AND SUBSCRIPTION FEES DETAIL  
 EXHIBIT B (STATEMENT OF WORK) TASK AND DELIVERABLE 27; PARAGRAPH 10.3 OF BASE AGREEMENT**

**ONGOING LICENSE FEES - PHYSICIAN PORTAL APPLICATION Phase 1**

	Term Year 8	Term Year 9	Term Year 10	Term Year 11	Term Year 12	Term Year 13	Term Year 14	Term Year 15	Term Year 16**	Subtotal
<b>Quarterly Ongoing License Fee Payment – Physician Portal Application <sup>[9a]</sup></b>	\$0	\$0	Please see annual fees for year 10 below	\$4,654	\$4,654	\$4,654	\$4,654	\$4,654	\$4,794	
<b>Aggregate Annual Ongoing License Fees – Physician Portal Application</b>	\$0	\$0	\$9,308	\$18,616	\$18,616	\$18,616	\$18,616	\$18,616	\$19,174	<b>\$121,562</b>

**\*\* If the County elects to extend the term of the Agreement for Year 17 in accordance with the Agreement, any increase in fees for Year 17 will be limited to three percent (3%) of the fees shown for Year 16.**

<sup>9a</sup> Notwithstanding anything to the contrary in this Attachment C.3, County’s obligation to pay ongoing License Fees for the Physician Portal Application PHASE 1 commences with the first quarter following County’s approval in accordance with the Agreement of Deliverable 24.3 (Implementation and Acceptance of Physician Portal Application PHASE 1) or, if County elects to move Task 24 to occur prior to System Acceptance for the Upgraded System pursuant to Section II.H.III of the Statement of Work, Deliverable 19.1 (System Acceptance of the Upgraded System Certificate) of the Statement of Work.”

**ATTACHMENT C.3  
 MAINTENANCE FEES, ONGOING LICENSE FEES, AND SUBSCRIPTION FEES DETAIL  
 EXHIBIT B (STATEMENT OF WORK) TASK AND DELIVERABLE 27; PARAGRAPH 10.3 OF BASE AGREEMENT**

**ONGOING LICENSE FEES - PHYSICIAN PORTAL APPLICATION PHASE 2**

	Term Year 8	Term Year 9	Term Year 10	Term Year 11	Term Year 12	Term Year 13	Term Year 14	Term Year 15	Term Year 16**	Subtotal
<b>Quarterly Ongoing License Fee Payment – Physician Portal Application</b> [9b]	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,245	\$1,282	
<b>Aggregate Annual Ongoing License Fees – Physician Portal Application</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,980	\$5,129	<b>\$10,109</b>

**\*\* If the County elects to extend the term of the Agreement for Year 17 in accordance with the Agreement, any increase in fees for Year 17 will be limited to three percent (3%) of the fees shown for Year 16.**

<sup>9b</sup> Notwithstanding anything to the contrary in this Attachment C.3, County’s obligation to pay ongoing License Fees for the Physician Portal Application PHASE 2 commences with the first quarter following County’s approval in accordance with the Agreement of Deliverable 24.6 (Implementation and Acceptance of Physician Portal Application PHASE 2) or, if County elects to move Task 24 to occur prior to System Acceptance for the Upgraded System pursuant to Section II.H.III of the Statement of Work, Deliverable 19.1 (System Acceptance of the Upgraded System Certificate) of the Statement of Work.”

**ATTACHMENT C.3  
 MAINTENANCE FEES, ONGOING LICENSE FEES, AND SUBSCRIPTION FEES DETAIL  
 EXHIBIT B (STATEMENT OF WORK) TASK AND DELIVERABLE 27; PARAGRAPH 10.3 OF BASE AGREEMENT**

**SUBSCRIPTION FEES – PHYSICIAN PORTAL APPLICATION PHASE 2**

	Term Year 8	Term Year 9	Term Year 10	Term Year 11	Term Year 12	Term Year 13	Term Year 14	Term Year 15	Term Year 16**	Subtotal
<b>Quarterly Subscription Fee Payment – Physician Portal Application</b> [10a]	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,625	\$8,884	
<b>Aggregate Annual Ongoing Subscription Fees – Physician Portal Application</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$34,500	\$35,535	<b>\$70,035</b>
<b>C.3 Total:</b>										<b>\$1,406,496</b>

**\*\* If the County elects to extend the term of the Agreement for Year 17 in accordance with the Agreement, any increase in fees for Year 17 will be limited to three percent (3%) of the fees shown for Year 16.**

<sup>10a</sup> Notwithstanding anything to the contrary in this Attachment C.3, County’s obligation to pay Subscription Fees for the Physician Portal Application PHASE 2 commences with the first quarter following County’s approval in accordance with the Agreement of Deliverable 24.6 (Implementation and Acceptance of Physician Portal Application PHASE 2) or, if County elects to move Task 24 to occur prior to System Acceptance for the Upgraded System pursuant to Section II.H.III of the Statement of Work, Deliverable 19.1 (System Acceptance of the Upgraded System Certificate) of the Statement of Work. Additionally, pricing shown in this table is for up to 3000 Transactions per calendar month; pricing for additional Transactions beyond 3000 Transactions is shown in Attachment C.7 (Optional Pricing). Price increase or decrease to be implemented in accordance with Paragraph 10.3 (Maintenance Fees; License and Subscription Fees; Additional Concurrent Users, Connections, or Transactions) of the Base Agreement.”

**ATTACHMENT C.4  
SUPPORT FEES DETAIL  
EXHIBIT B (STATEMENT OF WORK) TASK AND DELIVERABLE 28**

	Term Year 8	Term Year 9	Term Year 10	Term Year 11	Term Year 12	Term Year 13	Term Year 14	Term Year 15	Term Year 16**	C.4 Total
<b>Quarterly Support Fee Payment</b>	\$21,250	\$21,250	\$21,250	\$21,888	\$22,544	\$23,220	\$23,917	\$24,635	\$25,374	
<b>Aggregate Annual Support Fees</b>	\$85,000	\$85,000	\$85,000	\$87,550	\$90,176	\$92,882	\$95,668	\$98,538	\$101,494	<b>\$821,309</b>

**\*\* If the County elects to extend the term of the Agreement for Year 17 in accordance with the Agreement, any increase in fees for Year 17 will be limited to three percent (3%) of the fees shown for Year 16.**

**ATTACHMENT C.5  
HOSTING FEES DETAIL  
EXHIBIT B (STATEMENT OF WORK) TASK AND DELIVERABLE 29**

**HOSTING FEES – PHYSICIAN PORTAL PHASE 1**

	Term Year 8	Term Year 9	Term Year 10	Term Year 11	Term Year 12	Term Year 13	Term Year 14	Term Year 15	Term Year 16**	Subtotal
<b>Quarterly Subscription Fee Payment – Physician Portal Application <sup>(11a)</sup></b>	\$0	\$0	Please see annual fees for year 10 below	\$3,885	\$3,885	\$3,885	\$3,885	\$3,885	\$4,002	
<b>Aggregate Annual Ongoing Subscription Fees – Physician Portal Application</b>	\$0	\$0	\$7,770	\$15,540	\$15,540	\$15,540	\$15,540	\$15,540	\$16,006	<b>\$101,476</b>

**\*\* If the County elects to extend the term of the Agreement for Year 17 in accordance with the Agreement, any increase in fees for Year 17 will be limited to three percent (3%) of the fees shown for Year 16.**

<sup>11a</sup> Notwithstanding anything to the contrary in this Attachment C.5, County's obligation to pay Hosting Fees in exchange for Contractor's performance of Hosting Services with respect to the Physician Portal Application PHASE 1 commences with the first quarter following County's approval in accordance with the Agreement of Deliverable 24.3 (Implementation and Acceptance of Physician Portal Application PHASE 1) or, if County elects to move Task 24 (Physician Portal Application PHASE 1) to occur prior to System Acceptance for the Upgraded System pursuant to Section II.H.III of the Statement of Work, Deliverable 19.1 (System Acceptance of the Upgraded System Certificate) of the Statement of Work."

**ATTACHMENT C.5 HOSTING FEES DETAIL**  
**EXHIBIT B (STATEMENT OF WORK) TASK AND DELIVERABLE 29**

**HOSTING FEES – ALL OTHER SYSTEM SOFTWARE BASE AMOUNT**

	<b>Term Year 8</b>	<b>Term Year 9</b>	<b>Term Year 10</b>	<b>Term Year 11</b>	<b>Term Year 12</b>	<b>Term Year 13</b>	<b>Term Year 14</b>	<b>Term Year 15</b>	<b>Term Year 16**</b>	<b>Subtotal</b>
<b>Quarterly Base Hosting Fee Payment</b> [12a]	Please see annual fees for year 8 below	\$53,000	Please see annual fees for year 10 below	Please see annual fees for year 11 below	Please see annual fees for year 12 below	Please see annual fees for year 13 below	Please see annual fees for year 14 below	\$61,442	\$245,998	
<b>Aggregate Annual Base Hosting Fees</b>	\$170,779	\$212,000	\$209,387	\$205,855	\$212,030	\$218,390	\$224,941	\$245,766	\$983,994	<b>\$3,389,530</b>

**C.5 Total: \$3,491,006**

**\*\* If the County elects to extend the term of the Agreement for Year 17 in accordance with the Agreement, any increase in fees for Year 17 will be limited to three percent (3%) of the fees shown for Year 16.**

12a The pricing shown in this table assumes that the System Environments will be migrated during Task 4 to Amazon Web Services GovCloud infrastructure. If the County exercises the option under Subtask 4.1 (Prepare Plan for Migration of Upgraded System to Amazon Web Services Infrastructure) for the System Environments to be migrated to the Amazon Web Services commercial cloud infrastructure, then notwithstanding anything to the contrary in this Attachment C.5: (a) if County elects to migrate to Disaster Recovery only infrastructure, then at such time as the fees set forth in the table entitled "Hosting Fees – All Other System Software Disaster Recovery Only Option" become payable to Contractor, County's Quarterly Base Hosting Fee Payment will become \$51,500 (and accordingly County's Aggregate Annual Base Hosting Fees will be \$206,000); and (b) if and at such time as County determines to proceed with a High Availability infrastructure as well, then at such time as the fees set forth in the table entitled "Hosting Fees – All Other System Software High Availability Option" become payable to Contractor, County's Quarterly Base Hosting Fee Payment will become \$50,000 (and accordingly County's Aggregate Annual Base Hosting Fees shall be \$200,000)."

**ATTACHMENT C.6**

**ADDITIONAL WORK DOLLARS DETAIL**

**POOL DOLLARS BY YEAR**

**EXHIBIT B (STATEMENT OF WORK) TASK AND DELIVERABLE 30**

	<b>Term Year 8</b>	<b>Term Year 9</b>	<b>Term Year 10</b>	<b>Term Year 11</b>	<b>Term Year 12</b>	<b>Term Year 13</b>	<b>Term Year 14</b>	<b>Term Year 15</b>	<b>Term Year 16**</b>	<b>Subtotal</b>
<b>Additional eICR Dollars</b>	\$394	\$7,744	\$14,394	\$1,414	\$0	\$0	\$110	\$1,000	\$0	\$25,055
<b>Additional ELR Dollars</b>	\$43,182	\$46,550	\$284,244	\$98,916	\$51,188	\$32,821	\$29,315	\$55,000	\$25,000	\$666,215
<b>Additional Syndromic Surveillance Dollars</b>	\$0	\$0	\$0	\$12,499	\$4,583	\$3,395	\$5,750	\$10,000	\$10,000	\$46,226
<b>Pool Dollars for All Other Additional Work</b>	\$34,475	\$78,841	\$279,421	\$727,673	\$750,258	\$700,117	\$526,569	\$860,000	\$50,000	\$4,007,354

**C.6 Total**

**\$4,744,850**

**ATTACHMENT C.7  
OPTIONAL PRICING  
PARAGRAPHS 10.3 AND 10.6 OF BASE AGREEMENT**

**ONE-TIME LICENSE/ONGOING MAINTENANCE FEE INCREASE DURING TERM <sup>1</sup>**

<b>Module</b>	<b>User/Lab Increase</b>	<b>One-Time License Fee</b>	<b>Annual Maintenance Fee Increase</b>
Community Reporting Module	For every 10 Physician/Infection Preventionist Concurrent User Licenses beyond 500 Concurrent User Licenses	\$17,000	\$3,400
Manual Lab Reporting Module	For every 10 additional Lab-based Manual Reporting Concurrent User Licenses beyond 30 Lab-based Concurrent User Licenses	N/A	\$1,814
LabAware	For every server License enabling up to 10 Lab connections beyond 50 Lab connections	N/A	\$7,254
ELR Gateway Application	For every additional ELR Gateway Kit per direct Lab connection beyond 23 direct Lab connections For each Lab beyond the aforementioned 23, a per Lab license fee of \$15,000 will also be charged for each instance of the ELR Gateway	\$15,000	\$3,000
All Other WorldCare Suite Modules	For every 10 Disease Prevention and Control Staff Concurrent User Licenses beyond 300 Concurrent User Licenses. <sup>2</sup>	\$17,000	\$3,400
Syndromic Surveillance Interface	For each additional Syndromic Surveillance connection beyond 3 Syndromic Surveillance connections	\$5,850	\$1,170

<sup>1</sup> Price increase or decrease to be implemented in accordance with Paragraph 10.3 (Maintenance Fees; License and Subscription Fees; Additional Concurrent Users, Connections, or Transactions) of the Base Agreement.

<sup>2</sup> Should County purchase more than 200 additional Concurrent User Licenses (for a total of more than 500 Concurrent User Licenses), additional Hosting Fees may be negotiated between the Parties and added to the Schedule of Pricing and Payments in accordance with the Agreement.

**ATTACHMENT C.7  
OPTIONAL PRICING**

**SUBSCRIPTION FEE INCREASE DURING TERM <sup>3</sup>**

<b>Module</b>	<b>Transaction Increase</b>	<b>Monthly Subscription Fee Increase</b>
Physician Portal Application	For Transactions ranging from 3,001 to 4,000 Transactions in a calendar month	\$3,450
	For Transactions ranging from 4,001 to 5,000 Transactions in a calendar month	\$3,995
	For Transactions ranging from 5,001 to 7,500 Transactions in a calendar month	\$4,895
	For Transactions ranging from 7,501 to 10,000 Transactions in a calendar month	\$5,665
	For Transactions ranging from 10,001 and above Transactions in a calendar month	\$6,895

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<sup>3</sup> Price increase or decrease to be implemented in accordance with Paragraph 10.3 (Maintenance Fees; License and Subscription Fees; Additional Concurrent Users, Connections, or Transactions) of the Base Agreement.

**ATTACHMENT C.7  
OPTIONAL PRICING**

**HOURLY LABOR RATES**

<b>Year</b>	<b>Hourly Labor Rate</b>
Years 8-10 of Term	\$175/hour
Years 11-12 of Term	\$195/hour
Years 13-16 of Term	\$220/hour

# INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

This Exhibit Q (Information Security and Privacy Requirements) is an attachment to that certain Software and Services Agreement, County Agreement No. PH-001629, dated as of May 10, 2011 (together with all Exhibits and Attachments, all as amended in accordance with the terms thereof, the "Agreement"), by and between the County of Los Angeles, for its Department of Public Health ("County"), and Clinisys, Inc. ("Contractor") and is incorporated into the Agreement by reference hereof.

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 the County and the Contractor's commitment and agreement to fulfill each of their obligations under applicable state or federal laws, rules, or 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 the 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 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 this Exhibit will constitute a material, non-curable breach of Agreement 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 Agreement, to immediately terminate the Agreement. To the extent there are conflicts between this Exhibit and the Agreement, this Exhibit will prevail unless stated otherwise.

## 1. DEFINITIONS

Unless otherwise defined in the Agreement, the definitions herein contained are specific to the uses within this exhibit.

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (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 the County.
- d. **Data:** a subset of Information comprised of qualitative or quantitative values.

- e. **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.
- f. **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.
- g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.
- h. **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 the County's information security requirements.
- i. **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.
- j. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- l. **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.
- m. **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 objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
- n. **Risk:** a measure of the extent to which the 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.
- o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
- p. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.
- q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to,

full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

## 2. INFORMATION SECURITY AND PRIVACY PROGRAMS

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

Contractor's Information Security Program must 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 and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

The Contractor must exercise the same degree of care in safeguarding and protecting County Information that the Contractor exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of County Information.

The Contractor's Information Security Program must:

- Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor's possession or control;
  - Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
  - Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
  - Protect against accidental loss or destruction of, or damage to, County Information; and
  - Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.
- b. **Privacy Program.** The Contractor must establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. The Contractor's Privacy Program must 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. The Contractor's Privacy Policies, guidelines, and procedures must 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. The Contractor's Privacy Program must perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

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

The Contractor's Privacy Program must include:

- A Privacy Program framework that identifies and ensures that the Contractor complies with all applicable laws and regulations;
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and
- Ongoing privacy assessments and audits.

### **3. PROPERTY RIGHTS TO COUNTY INFORMATION**

All County Information is deemed property of the County, and the County will retain exclusive rights and ownership thereto. County Information must not be used by the Contractor for any purpose other than as required under this Agreement, nor will such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, the 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 the Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the 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. The Contractor specifically consents to the 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**

The Contractor may use County Information only as necessary to carry out its obligations under this Agreement. The Contractor must 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

The Contractor must 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

In addition to the obligations set forth in Section 3.0 (Confidentiality and Security) of Exhibit A (Additional Terms and Conditions) of the Agreement, the following apply:

- a. **Disclosure Restrictions of Non-Public Information.** While performing work under the Agreement, the Contractor may encounter County Non-public Information (“NPI”) in the course of performing this 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. The Contractor must not disclose or publish any County NPI and material received or used in performance of this Agreement. This obligation is perpetual.
- b. **Individual Requests.** The Contractor must acknowledge any request or instructions from the County regarding the exercise of any individual’s privacy rights provided under applicable federal or state laws. The Contractor must have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor must notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor must notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.
- c. **Retention of County Information.** The Contractor must not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Agreement and applicable law, whichever is longest.

## 7. CONTRACTOR EMPLOYEES

The Contractor must perform background and security investigation set forth in Section 32.0 (Background and Security Investigations) of Exhibit A (Additional Terms and Conditions) of the Agreement.

The Contractor must 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 the Contractor.

The Contractor must 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 County Information:** The proper identification, storage, transfer, archiving, and destruction of County 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:** The Contractor's Privacy Policies and procedures as described in Section 2b. Privacy Program.

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

## 8. SUBCONTRACTORS AND THIRD PARTIES

The County acknowledges that in the course of performing its services, the 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 will also apply to all Subcontractors and third parties and the Contractor will 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.

The Contractor must obtain advanced approval from the County's Department Information Security Officer and/or Chief Privacy Officer prior to changing subcontractors for services subject to this Exhibit.

## 9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

The Contractor will store and process County Information only in the continental United States and that at no time will County Data traverse the borders of the continental United States in an unencrypted manner.

All County Information must be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the 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 the County's Chief Information Security Officer.

The Contractor will encrypt County Information transmitted on networks outside of the 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.

In addition, the Contractor must not store County Information in the cloud or in any other online storage provider without written authorization from the County's Chief Information Security Officer. All mobile devices storing County Information must 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 the County's Chief Information Security Officer.

## 10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

The Contractor must 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. Within one (1) Day of notification of termination of this Agreement, the .
- b. **Return or Destruction.** Upon County's written request, or upon expiration or termination of this Agreement for any reason, Contractor must (i) promptly provide County with a complete, portable, and secure copy of all County Information, including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in a format to be determined by County upon termination; (ii) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Information; or (iii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Contract; and (iv) deliver or destroy, at the 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 the Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsections (i) and (ii) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be returned to the County, the Contractor must provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, the Contractor must provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Section. Upon termination or expiration of the Agreement or at any time upon the County's request, the Contractor must return all hardware, if any, provided by the County to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.
- c. **Method of Destruction.** The Contractor must destroy all originals and copies by (i) cross-cut shredding paper, 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. The Contractor will provide an attestation

on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the 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) days of termination or expiration of the Agreement or at any time upon the County's request. On termination or expiration of this Agreement, the County will return or destroy all Contractor's Information marked as confidential (excluding items licensed to the County hereunder, or that provided to the County by the 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 must: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 14 SECURITY AND PRIVACY INCIDENTS; 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 must 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 the 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 the Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements will apply to back-up media stored by the Contractor at off-site facilities.

The Contractor must 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 must 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 limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. The 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 system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor must record, review and act upon all events in accordance with Incident response policies set forth in Section 14 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, the Contractor must 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, the Contractor must:

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

**County Chief Information Security Officer and Chief Privacy Officer email**

[CISO-CPO\\_Notify@lacounty.gov](mailto:CISO-CPO_Notify@lacounty.gov)

**Chief Information Security Officer:**

James Thurmond  
Chief Information Security Officer  
320 W Temple, 7<sup>th</sup> Floor  
Los Angeles, CA 90012

(213) 253-5600

**Chief Privacy Officer:**

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

**Departmental Information Security Officer:**

Sasha Schleuman  
Departmental Information Security Officer  
313 N. Figueroa Street, Suite 430  
Los Angeles, CA 90012  
(213) 251-6703  
[itsecurity@ph.lacounty.gov](mailto:itsecurity@ph.lacounty.gov)

**Departmental Privacy Officer:**

Eleanor Lehnkering  
Public Health Privacy Officer  
313 N. Figueroa Street, Suite 430  
Los Angeles, CA 90012  
(888) 228-9064  
[HIPAA@ph.lacounty.gov](mailto:HIPAA@ph.lacounty.gov)

- b. 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, and
  - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
  - v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor must provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.
- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.

- e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.
- f. Allow the County or its third-party designee at the County's election to perform audits and tests of the 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 this Agreement and Exhibit, The Contractor will 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 the Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

## 15. INTENTIONALLY OMITTED

## 16. AUDIT AND INSPECTION

- a. **Contractor Audits.** The Contractor must 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 either (i) an internal independent audit function, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by the County.

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

The 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. The Contractor must have a process for correcting control deficiencies that have been identified in the audit, including follow up documentation providing evidence of such corrections. The results of the audit and the Contractor's plan for addressing or resolving the audit findings must be shared with County's Chief Information Security Officer within ten (10) business days of the Contractor's receipt of the audit results. The Contractor agrees to provide County with the current audit certifications upon request.

- b. **County Requested Audits.** At its own expense, the County, or an independent third-party auditor commissioned by the County, will have the right to audit the Contractor's infrastructure, security and privacy practices, Data center, services and/or systems storing or processing County Information via an onsite inspection at least once a year. Upon the County's request the Contractor must complete a questionnaire regarding Contractor's Information Security and/or program. The County will pay for the County requested audit unless the auditor finds that the Contractor has materially breached this Exhibit, in which case the Contractor must bear all costs of the audit; and if the audit reveals material non-compliance with this Exhibit, the County may exercise its termination rights underneath the Agreement.

Such audit will be conducted during the Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Contractor's normal business operations. The 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 specific Information of other Contractor customers such as IP address, server names, etc. The Contractor must cooperate with the County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access will extend to any regulators with oversight of the County. The Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

When not prohibited by regulation, the Contractor will provide to the County a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by the Contractor or a third party; and (ii) corrective actions or modifications, if any, the Contractor will implement in response to such audits.

## 17. INTENTIONALLY OMITTED

## 18. 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).

Notwithstanding the preceding sentences, the County will 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 will 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 will 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.