



Board of Supervisors Operations Cluster Agenda Review Meeting

DATE: July 10, 2024

TIME: 2:00 p.m. – 4:00 p.m.

MEETING CHAIR: John Leonard, 3rd Supervisorial District

CEO MEETING FACILITATOR: Thomas Luscombe

This meeting will be held in a hybrid format which allows the public to participate virtually, or in-person, as permitted under the Board of Supervisors' March 19, 2024 order.

To participate in this meeting in-person, the meeting location is:

Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012
Room 374-A

To participate in this meeting virtually, please call teleconference number

1 (323) 776-6996 and enter the following 522268816# or [Click here to join the meeting](#)

Teams Meeting ID: 237 250 878 670

Passcode: UoBQAE

For Spanish Interpretation, the Public should send emails within 48 hours in advance of the meeting to ClusterAccommodationRequest@bos.lacounty.gov

Members of the Public may address the Operations Cluster on any agenda item during General Public Comment.

The meeting chair will determine the amount of time allowed for each item.

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

1. CALL TO ORDER

2. GENERAL PUBLIC COMMENT

3. DISCUSSION ITEM(S):

- A) Board Letter:
COUNTYWIDE CLASSIFICATION/COMPENSATION ACTIONS
CEO/CLASS - Jennifer Revuelta, Principal Analyst

- B) Board Letter:
IMPLEMENTATION OF ADDITIONAL SICK LEAVE ACCRUALS FOR
TEMPORARY AND RECURRENT EMPLOYEES AND TECHNICAL
CORRECTIONS
CEO/LABOR & COMP - Daniel Cho, Analyst

- C) Board Letter:
APPROVAL OF DATA CAPTURE AND CLINICAL DOCUMENTATION
IMPROVEMENT SYSTEM AND RELATED SERVICES AGREEMENT WITH
ACCENTURE, LLP
DHS/CIO – Julio Alvarado, Director of Contract Admin. & Mntr.,
Dr. Phillip Gruber, Chief Health Information Officer and
Kevin Lynch, Chief Information Officer

- D) Board Letter:
APPROVE THE USE OF THE INFORMATION TECHNOLOGY
INFRASTRUCTURE FUND FOR GOVERNANCE SUPPORT AND
ENHANCEMENTS TO ELECTRONIC PERMITTING AND INSPECTIONS –
LOS ANGELES (EPIC-LA) AND AN APPROPRIATION ADJUSTMENT FOR
FISCAL YEAR 2024-25
DRP/CIO – Dennis Slavin, Chief Deputy

- E) Board Letter:
APPROVAL OF A SOLE SOURCE CONTRACT WITH ZETRON INC. TO
PROVIDE DISPATCH CONSOLE SYSTEM MAINTENANCE AND SUPPORT
SERVICES
LACoFD/CIO – Nicholas Berkuta IV, Assistant Fire Chief

- F) Board Letter:
APPROVE SOLE SOURCE CONTRACT WITH ZETRON, INC. TO PROVIDE
ACOM DISPATCH CONSOLE SYSTEM MAINTENANCE AND SUPPORT
SERVICES
LASD/CIO – Marshall Yelverton, Lieutenant

- G) Board Letter:
NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN DEPARTMENT OF
MILITARY AND VETERANS AFFAIRS AND JVS SOCAL FOR SPACE USE OF
BOB HOPE PATRIOTIC HALL
MVA – Zuleyda Santana, Chief Deputy

4. PRESENTATION ITEM(S):

None available.

5. ADJOURNMENT

UPCOMING ITEM(S) FOR JULY 17, 2024:

- A) CEO/CLASS - COUNTYWIDE CLASSIFICATION/COMPENSATION ACTIONS
- B) CEO/LABOR & COMP - EMPLOYEE RELATIONS COMMISSIONER (ERCOM) RE-APPOINTMENT TO SECOND TERM
- C) LIBRARY/CIO - APPROVAL OF SOLE SOURCE AMENDMENT WITH SIRSI CORPORATION DBA SIRSIDYNIX FOR CONTINUED MAINTENANCE AND SUPPORT OF LA COUNTY LIBRARY'S INTEGRATED LIBRARY SYSTEM (ILS) AND FOR IMPLEMENTATION OF ILS SOFTWARE-AS-A-SERVICE (ILS SAAS)
- D) DHS/CIO - ADVANCE NOTIFICATION OF INTENT TO NEGOTIATE SOLE SOURCE AMENDMENTS TO AGREEMENT NO. H-707926 WITH DATIX (USA) INC. FOR SAFETY INTELLIGENCE SOFTWARE AND SERVICES AND AGREEMENT NO. H-705957 WITH VIZIENT INC. FOR PATIENT SAFETY INCIDENT DATA AGGREGATION SOFTWARE AND SERVICES
- E) ASSESSOR/CIO - NOTIFICATION OF INTENT TO RESUME NEGOTIATIONS FOR SOLE SOURCE AGREEMENT WITH ORACLE AMERICA, INC. (ORACLE) FOR THE ASSESSOR MODERNIZATION PROJECT (AMP) PHASE V

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

Board Letter

Board Memo

Other

CLUSTER AGENDA REVIEW DATE	7/10/2024	
BOARD MEETING DATE	7/23/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	CHIEF EXECUTIVE OFFICE	
SUBJECT	COUNTYWIDE CLASSIFICATION/COMPENSATION ACTIONS	
PROGRAM		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No - Not Applicable	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: \$2,422,000 (all funds) \$295,000 (NCC)	Funding Source:
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST		
BACKGROUND (include internal/external issues that may exist including any related motions)	<ul style="list-style-type: none"> • Change the title of two (2) represented classifications; • Change the salary range of two (2) non-represented classifications in the Department of Mental Health (DMH); • Delete one (1) represented classification; • Reclassify seven (7) positions in DHS following a Finance Department – Fiscal Strategies Section Reorganization Study; • Reclassify 102 positions in the Departments of Child Support Services, Children and Family Services (DCFS), DHS, Internal Services (ISD), Parks and Recreation, and Public Social Services; and • Extend bonuses to certain non-represented employees in the Los Angeles County Employees Retirement Association (LACERA). 	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Jennifer Revuelta, Principal Analyst, (213) 974-1783, jrevuelta@ceo.lacounty.gov	



CEO July 23, 2024 General Reclass Board Letter Summary

CEO Classification/Compensation Contact Information:

Ann Havens, Senior Manager, (213) 974-9960, AHavens@ceo.lacounty.gov

Jennifer Revuelta, Principal Analyst, (213) 974-1783, jrevuelta@ceo.lacounty.gov

This Board Letter includes:

1. Change the title of two (2) represented classifications;
2. Change the salary range of two (2) non-represented classifications in the Department of Mental Health (DMH);
3. Delete one (1) represented classification;
4. Reclassify seven (7) positions in DHS following a Finance Department – Fiscal Strategies Section Reorganization Study;
5. Reclassify 102 positions in the Departments of Child Support Services, Children and Family Services (DCFS), DHS, Internal Services (ISD), Parks and Recreation, and Public Social Services; and
6. Extend bonuses to certain non-represented employees in the Los Angeles County Employees Retirement Association (LACERA).



Chief Executive Office.

COUNTY OF LOS ANGELES

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, CA 90012
(213) 973-1101 ceo.lacounty.gov

CHIEF EXECUTIVE OFFICER

Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

July 23, 2024

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:

COUNTYWIDE CLASSIFICATION/COMPENSATION ACTIONS (ALL DISTRICTS) (3 VOTES)

SUBJECT

This letter and accompanying ordinance will update the tables of positions and the departmental staffing provisions by changing the title of two (2) represented classifications; changing the salary range of two (2) non-represented classifications; deleting one (1) represented classification; reclassifying seven (7) positions in the Department of Health Services (DHS); reclassifying 102 positions in various County departments; and amending a compensation provision.

IT IS RECOMMENDED THAT THE BOARD:

Approve the accompanying ordinance amending Title 6-Salaries, of the County Code to:

1. Change the title of two (2) represented classifications;
2. Change the salary range of two (2) non-represented classifications in the Department of Mental Health (DMH);
3. Delete one (1) represented classification;
4. Reclassify seven (7) positions in DHS following a Finance Department – Fiscal Strategies Section Reorganization Study;
5. Reclassify 102 positions in the Departments of Child Support Services, Children and Family Services (DCFS), DHS, Internal Services (ISD), Parks and Recreation, and Public Social Services; and
6. Extend bonuses to certain non-represented employees in the Los Angeles County Employees Retirement Association (LACERA).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Board of Supervisors (Board) has requested submission of classification and compensation letters on a periodic basis throughout the year to implement recommended actions in a timely manner. Approval will provide the ordinance authority for County departments to implement the classification and compensation changes in this letter.

These recommendations will ensure the proper allocation of positions based upon the duties and responsibilities assigned to these jobs and as performed by the incumbents (Attachments A, B, and C). This is a primary goal of the County's classification and compensation system.

These actions are recommended based upon generally accepted professional principles of classification and compensation. Furthermore, these actions are important in addressing departmental operational needs and in maintaining consistency in personnel practices throughout the County. The proper allocation of positions facilitates efficient business operations and can reduce the number of costly personnel-related issues.

Title Change

We are recommending title changes for the Ownership Clerk I (Item No. 1359) to Ownership Services Technician I and Ownership Clerk II (Item No. 1360) to Ownership Services Technician II classifications within the Ownership Series in the Office of the Assessor (Attachment A). The title changes will support the transition of these classifications with their recent allocation into the Administrative, Technical, and Staff Services designations of Bargaining Unit 121. The new titles reflect how this classification is being utilized. The title changes have been approved by the Employee Relations Commission (ERCOM).

Salary Adjustment

We conducted a salary review of the Director, Mental Health and Chief Deputy Director, Mental Health positions and we are recommending a salary range adjustment for these (2) non-represented Management Appraisal and Performance Plan (MAPP) classifications (Attachment A). We determined the subject classifications needed to be reallocated to higher ranges to reflect the growth of DMH, increased demand in services, internal alignment with other similarly situated departments, recruitment concerns, and the expanding role of DMH in responding and supporting the various County initiatives which require rapid response from DMH.

Deleted Classifications

In conjunction with our continuing goal of reducing classifications, we are recommending the deletion of one (1) vacant represented classification from the County's Classification Plan (Attachment A). The represented classification has been approved for deletion by ERCOM and the affected departments have been informed and concur with this action. This recommendation is consistent with the County's strategy to reduce the number of obsolete classifications.

DHS – Finance Department – Fiscal Strategies Section Reorganization Study

DHS is redesigning the staffing model for the Fiscal Strategies/Critical Priorities Unit under the Finance Department in Health Services Administration. This model will provide appropriate level of staffing for the management of the unit; the supervision, direction, and implementation of finance program designs and restructures; and the development of financial models. The redesign will improve the overall efficiency and effectiveness of the unit's operations. The primary goal of this unit is to develop fiscal strategies to increase the department's revenues, safeguard existing revenues, and resolve critical finance-related issues.

As part of the Health Services Administration Finance Department reorganization, seven (7) positions assigned to the Consolidated Business Office were reviewed. Upon finalization of the reclassifications, the positions will be permanently realigned to the Fiscal Strategies/Critical Priorities Unit. We are recommending reallocation of seven (7) ordinance positions to better align the classification levels of positions assigned to support DHS' Finance Department (Attachment B).

Reclassifications

There are 102 positions in six (6) departments that are being recommended for reclassification (Attachment C). The duties and responsibilities assigned to these positions have changed since the original allocations were made. Therefore, the subject positions would be more appropriately allocated in the recommended classes.

Compensation Amendments

On April 9, 2024, the Board approved the establishment of five (5) new classifications for LACERA, the Accountant II, LACERA (Item No. 0473); Accounting Officer, LACERA (Item No. 0470); Investment Accountant, LACERA (Item No. 0476); Investment Accounting Officer, LACERA (Item No. 0474); and the Senior Investment Accountant, LACERA (Item No. 0477). These five (5) new classes perform accounting duties that utilize skills and

knowledge conferred by possessing a valid Certified Public Accountant license issued by the State of California or a valid Certified Government Financial Manager certification issued by the Association of Government Accountants. To provide equity with similar non-represented LACERA classifications located in the Financial and Accounting Systems Division that are eligible for bonuses for having the above certification, we are recommending amending the ordinance to extend the bonuses to these five (5) classifications.

Additionally, we are recommending a retroactive effective date of April 9, 2024, for the above bonuses to ensure that any employees that might promote to one (1) of the five (5) new classes and are currently receiving a bonus for possessing a valid Certified Public Accountant license issued by the State of California that is authorized by a Memoranda of Understanding (MOU) will continue to receive this bonus.

On January 16, 2022, the LACERA's Board of Supervisors ratified a MOU for Bargaining Unit 851, LACERA's Supervisory Unit. Article 9, Special Pay Practices, 9.4 of this MOU provides for permanent, full-time employees holding the payroll titles of the represented Accounting Officer I, LACERA (Item No. 0417) and Accounting Officer II, LACERA (Item No. 0418) classes to receive compensation at a rate of two schedules higher than that established for these represented classes for possessing a valid Certified Public Accountant license issued by the State of California. Having an effective date of April 9, 2024, will ensure that any incumbents holding these two payroll titles will continue to receive a bonus for possessing a valid Certified Public Accountant license issued by the State of California.

On January 16, 2022, the LACERA's Board of Supervisors ratified a MOU for Bargaining Unit 850, LACERA's Administrative, Technical, Clerical and Blue Collar unit. Article 9, Special Pay Practices, 9.4 of this MOU provides for permanent, full-time employees holding the payroll title of Accountant, LACERA (Item No. 0415) to receive compensation at a rate of two schedules higher than that established for this represented class for possessing a valid Certified Public Accountant license issued by the State of California.

On June 4, 2024, the Board approved a title change for the Accountant, LACERA (Item No. 0415) to Accountant I, LACERA. To ensure the bonus continues to be paid to any permanent, full-time employee holding this payroll title with the aforementioned license, we are recommending amending the ordinance to extend this bonus to the Accountant I, LACERA through the remainder of this MOU, which expires on December 31, 2024. It should be noted that the salary, item number, and class concept remain the same for this classification and the new title shall be used going forward.

Implementation of Strategic Plan Goals

These recommended actions support the County's Strategic Plan North Star 3 – Realize Tomorrow's Government Today, Focus Area Goal B – Diverse and Inclusive Workforce, Strategy 2 – Fairness and Equity.

FISCAL IMPACT/FINANCING

The total cost resulting from the recommended reclassifications is \$2,422,000 and the net County cost portion is \$295,000. Cost increases associated with upward reclassification actions will be absorbed within the Adopted Budget for each affected department. No additional funding is required.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County Charter authorizes the establishment and maintenance of "a classification plan and the classification of all positions." This responsibility is further delineated in Civil Service Rule 5.

California Government Code Sections 31522.1, 31522.2 and 31522.4, County Employees Retirement Law of 1937 (CERL), states that retirement system employees are County employees who are to be included in the salary ordinance adopted by the Board. Further, the Constitution and our County Charter provides the Board with the authority to create classifications and set the compensation of County employees.

Appropriate notifications have been made to the impacted employee organizations regarding the recommended classification actions. The accompanying ordinance implementing amendments to Title 6-Salaries, of the County Code, has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these classification and compensation recommendations will enhance the operational effectiveness of the departments through the proper classification and compensation of positions.

The Honorable Board of Supervisors
7/23/2024
Page 6

Respectfully submitted,

FESIA A. DAVENPORT
Chief Executive Officer

FAD:JMN:JDS:AYH
JR:AS:mmg

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Human Resources
Affected Departments

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DRAFT

CLASSIFICATION PLAN CHANGES

ATTACHMENT A

**REPRESENTED CLASSIFICATIONS RECOMMENDED
FOR TITLE CHANGE IN THE CLASSIFICATION PLAN**

Item No.	Current Title	Recommended New Title
1359	Ownership Clerk I	Ownership Services Technician I
1360	Ownership Clerk II	Ownership Services Technician II

**NON-REPRESENTED CLASSIFICATIONS RECOMMENDED FOR
SALARY CHANGE TO THE CLASSIFICATION PLAN**

Item No.	Title	Current Salary Schedule and Level		Recommended Salary Schedule and Level	
4708	Chief Deputy Director, Mental Health (UC)	R17	N23	R21	N23
4701	Director of Mental Health	R19	N23	R24	N23

**REPRESENTED CLASSIFICATION RECOMMENDED
FOR DELETION FROM THE CLASSIFICATION PLAN**

Item No.	Title
0414	Accounting Technician II, LACERA

DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

ATTACHMENT C

CHILD SUPPORT SERVICES

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Supervising Typist-Clerk Item No. 2219A NMVO 79J Represented	1	Departmental Personnel Assistant Item No. 1842A NMO 82C Represented

The subject Supervising Typist-Clerk position reports to an Administrative Services Manager I in the Human Resources Division's Operations Section. The position independently performs specialized personnel functions and transactions, analyzes personnel problems, conducts new employee orientation and selection interviews, and disseminates essential information concerning County Code, County policies, benefit plans, and employee rights and responsibilities.

The duties and responsibilities of the subject position meet the classification criteria for Departmental Personnel Assistant. Therefore, we recommend upward reallocation of the subject position to Departmental Personnel Assistant.

CHILDREN AND FAMILY SERVICES

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Departmental Employee Relations Representative Item No. 1907A N2MO 102B Non-Represented	1	Administrative Services Manager I Item No. 1002A NMO 105B Non-Represented

The subject Departmental Employee Relations Representative position reports directly to the Senior Departmental Employee Relations Representative located within the Labor Relations Unit of the Human Resources Division. The subject position provides recommendations to hearing officers during grievance proceedings; conducts research regarding the meet and consult process; represents DCFS at bargaining tables during contract negotiations with employee labor unions; and advises DCFS management on workplace issues and contract interpretation. Administrative Services Manager I incumbents may present cases for Civil Service or Employee Relations hearings by

DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

ATTACHMENT C

CHILDREN AND FAMILY SERVICES (Continued)

interviewing witnesses, analyzing information, and preparing written and oral arguments, briefs, and motions. Also, incumbents may provide advice to managers regarding policies and procedures, disciplinary action, performance issues, and Civil Service Rules.

The duties and responsibilities of the subject position meet the classification criteria for Administrative Services Manager I, a class that is responsible for independently performing a full range of difficult to complex analytical assignments and making recommendations on complex issues. Therefore, we recommend upward reallocation of the subject position to Administrative Services Manager I.

HEALTH SERVICES – HARBOR CARE SOUTH

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Physician Specialist (Non Megaflex) - Anesthesiology Item No. 5476A N43 D27 Represented	1	Chief Physician I - Anesthesiology Item No. 5457A N42 E03 Non-Represented

The subject Physician Specialist (Non Megaflex) position is assigned to the Harbor-UCLA Medical Center (Harbor) and reports to a Chief Physician III, OB/GYN. The position serves as the Interim Chief over the Department of Anesthesiology (DOA) and oversees division operations of anesthesia service delivery and education.

Specific duties include overseeing anesthesiology services, serving as Harbor's Clinical Professor of Anesthesiology to 34 Resident Anesthesiologists and interns, providing full administrative and technical supervision to medical providers assigned to the division, creating and implementing policies and expectations for the DOA clinical, educational, and managerial goals; advocating for and securing funding from hospitals and external sources; improving efficiencies while maintaining patient safety and quality of care; coordinating and monitoring collaboration services between DOA and other medical divisions to ensure patient needs; overseeing DOA's annual budget; and ensuring compliance with regulatory and productivity standards for outpatient and inpatient care, as well as overseeing the anesthesia research program relating to DHS patients and patient care.

DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

ATTACHMENT C

HEALTH SERVICES – HARBOR CARE SOUTH (Continued)

The duties and responsibilities of the subject position meet the classification criteria for Chief Physician I, Anesthesiology. The position is responsible for providing overall management, coordination, and administrative and technical supervision to medical providers assigned to provide anesthesia services and care. Therefore, we recommend upward reallocation of the subject position to Chief Physician I, Anesthesiology.

INTERNAL SERVICES

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	General Maintenance Worker Item No. 6619A NMO 82J Represented	1	General Maintenance Supervisor Item No. 6625A NMO 92A Represented
2	Senior Application Developer Item No. 2525A NMO 109A Represented	2	Administrative Services Manager I Item No. 1002A NMO 105B Non-Represented
1	Senior Departmental Personnel Assistant Item No. 1843A NMO 91L Non-Represented	1	Administrative Assistant II Item No. 0888A NMO 93J Represented
1	Senior Typist-Clerk Item No. 2216A NMVO 79J Represented	1	Administrative Services Manager I Item No. 1002A NMO 105B Non-Represented
1	Staff Assistant III Item No. 0915A NMO 97A Represented	1	Management Analyst Item No. 1848A NMO 98C Non-Represented

The subject General Maintenance Worker position is assigned to the General Maintenance Unit of the Facilities Management Division and reports to a Manager II, Facilities Operations. Duties of the position include planning, designating, evaluating,

DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

ATTACHMENT C

INTERNAL SERVICES (Continued)

and supervising, through subordinates, the work of general building maintenance staff performing a variety of carpentry, electrical, masonry, painting, plumbing, and associated services. The duties and responsibilities of the subject position meet the classification criteria for General Maintenance Supervisor. Positions allocated to this class supervise personnel engaged in general building maintenance and repair services. Therefore, we recommend the upward reallocation of the subject position to General Maintenance Supervisor.

The two (2) subject Senior Application Developer positions are being reallocated in conjunction with position transfers. The vacant positions are being repurposed and moved to the location where the work is to be performed and will be utilized for overseeing and conducting department-wide recruitment and selection activities. The subject positions will report to a Section Manager, Administration, ISD following the transfer. Duties of the positions include developing exam test and assessment tools and administering exam components to candidates; and functioning as a liaison between ISD and the Department of Human Resources' Test Research Unit on exam development matters. Incumbents in the Administrative Services Manager I class may perform work in a departmental human resources area performing duties such as initiating and developing recruitment programs and developing and administering examinations. The duties and responsibilities of the subject positions meet the classification criteria for Administrative Services Manager I. Therefore, we recommend downward reallocation of the subject positions to Administrative Services Manager I.

The subject Senior Departmental Personnel Assistant position is assigned to the Training and Development Section of the Human Resources Division. Duties of the position include reviewing training and travel expense claims; preparing and submitting procurement requests for selected vendors; serving as the Talent Works Administrator for the ISD learning management system; monitoring and tracking expense claims; and creating Purchase Orders in the Procurement Tracking System. The duties and responsibilities of the subject position meet the classification criteria for Administrative Assistant II. Positions allocated to this class are responsible for performing fiscal related duties and responsibilities such as reviewing and monitoring expense claims and ensuring adhere to County fiscal policies. Therefore, we recommend upward reallocation of the subject position to Administrative Assistant II.

The subject Senior Typist-Clerk position is assigned to the Staffing Services and Classification Section of the Human Resources Division and reports to an Administrative Services Manager II. Duties of the position include preparing and developing exam materials, tools, and documents to administer Civil Service exams; conducting job analysis studies and developing recruitment and selection plans; drafting bulletins; and reviewing and evaluating applications. The duties and responsibilities of the position

DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

ATTACHMENT C

INTERNAL SERVICES (Continued)

meet the classification criteria for Administrative Services Manager I. Positions allocated to this class perform work in a departmental human resources area performing duties such as initiating and developing recruitment programs, including examinations, advertising, contact with public and private agencies and organizations, and functioning as a liaison with other county departments. Therefore, we recommend upward reallocation of the subject position to Administrative Services Manager I.

The subject Staff Assistant III position is assigned to the Administration Unit of the Operations Administration Division. Duties of the position include working on special projects; analyzing data and information to identify problems and priorities; leading the coordination of activities for special projects; and developing tracking documents to monitor hiring processes for divisions. The duties and responsibilities of the subject position meet the classification criteria for Management Analyst. Incumbents in this class review, analyze, and make recommendations in areas of human resources and other administrative support functions and are located in a central administrative department or the central administrative office of a line department. Therefore, we recommend upward reallocation of the subject position to Management Analyst.

PARKS AND RECREATION

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Administrative Assistant III Item No. 0889A NMO 97J Represented	1	Administrative Services Manager I Item No. 1002A NMO 105B Non-Represented

The subject Administrative Assistant III position is assigned to the Budget and Fiscal Services Division and reports to an Administrative Services Manager II. The subject position serves as the working supervisor for the new Revenue Unit and provides overall management, insight, and oversight for the department's revenue and funding streams; supervises and participates in the work of a unit handling over \$67 million from various sources; maintains fiscal controls to accurately post each revenue stream; collects, analyzes, and interprets data from different sources to forecast revenue trends; evaluates program utilization by the community; and makes informed recommendations to management. The duties and responsibilities of the subject position meet the classification criteria for Administrative Services Manager I. Therefore, we recommend upward reallocation of the subject position to Administrative Services Manager I.

DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

ATTACHMENT C

PUBLIC SOCIAL SERVICES

No of Pos.	Present Classification	No of Pos.	Classification Findings
92	Information Technology Technical Support Analyst I Item No. 2545A NMO 95E Represented	92	Information Technology Technical Support Analyst II Item No. 2546A NMO 99E Represented

The 92 subject Information Technology Technical Support Analyst I positions are located in various sections within the department's Information Technology Division. Duties of the subject positions include installing complex hardware, software, and peripherals including the configuration of complex software; providing high-level tech support for end users using multiple applications and systems; and troubleshooting, diagnosing, and resolving complex hardware, software, applications, and network connectivity problems. The duties and responsibilities of the subject positions meet the classification criteria for Information Technology Technical Support Analyst II. Positions in this class are expected to work more independently to provide a full range of multifaceted technical information technology support services, including installation, configuration, testing, troubleshooting and repair of complex hardware, software, networks, and applications. Therefore, we recommend upward reallocation of the 92 subject positions to Information Technology Technical Support Analyst II.

ANALYSIS

This ordinance amends Title 6 – Salaries of the Los Angeles County Code by:

- Changing the salary of two employee classifications;
- Amending Section 6.127.030 to extend bonuses to certain employee

classifications assigned to the Los Angeles County Employees Retirement Association;

and

- Adding, deleting, and/or changing certain employee classifications and number of ordinance positions in the departments of Child Support Services, Children and Family Services, Health Services, Internal Services, Parks and Recreation, and Public Social Services.

DAWYN R. HARRISON
County Counsel

By:
POUYA BAVAFA
Senior Deputy County Counsel

ORDINANCE NO. _____

An ordinance amending Title 6 – Salaries of the Los Angeles County Code to change the salary of two employee classifications; amend section 6.127.030 to extend bonuses to certain employee classifications assigned to the Los Angeles County Employees Retirement Association; and add, delete and/or change certain employee classifications and number of ordinance positions in various departments to implement the findings of classification studies.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Section 6.28.050 (Tables of Classes of Positions with Salary Schedule and Level) is hereby amended to change the salary of the following classes:

ITEM NO.	TITLE	EFFECTIVE DATE	SALARY OR SALARY SCHEDULE AND LEVEL	
4708	CHIEF DEP DIR,MENTAL HEALTH(UC)	01/01/2021	N23	R17
		10/01/2022	N23	R17
		10/01/2023	N23	R17
		10/01/2024	N23	R17
		*	<u>N23</u>	<u>R21</u>
		<u>10/01/2024</u>	<u>N23</u>	<u>R21</u>
4701	DIRECTOR OF MENTAL HEALTH	01/01/2021	N23	R19
		10/01/2022	N23	R19
		10/01/2023	N23	R19
		10/01/2024	N23	R19
		*	<u>N23</u>	<u>R24</u>
		<u>10/01/2024</u>	<u>N23</u>	<u>R24</u>

*The Executive Office/Clerk of the Board of Supervisors shall insert the effective date for the salary or salary schedule and level in the space provided for the salary

changes made to Section 6.28.050 of the County Code.

SECTION 2. Section 6.53.010 (Department of Children and Family Services) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1907A	4	DEPARTMENTAL EMPLOYEE RELATIONS REP

SECTION 3. Section 6.53.010 (Department of Children and Family Services) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1002A	423 <u>124</u>	ADMINISTRATIVE SERVICES MANAGER I

SECTION 4. Section 6.55.010 (Child Support Services Department) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1842A	5 <u>6</u>	DEPARTMENTAL PERSONNEL ASSISTANT
2219A	25	<u>24</u> SUPERVISING TYPIST-CLERK

SECTION 5. Section 6.78.010 (Department of Health Services - Administration) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
4608A	2 <u>3</u>	CHIEF,REVENUE MANAGEMENT,HLTH SERVS
1179A	6 <u>5</u>	HEAD CLERK
2214A	58 <u>56</u>	INTERMEDIATE TYPIST-CLERK
0668A	38 <u>40</u>	PRIN ACCOUNTING SYSTEMS TECHNICIAN
1140A	26 <u>22</u>	SENIOR CLERK
4594A	40 <u>41</u>	SENIOR STAFF ANALYST,HEALTH
4593A	140 <u>143</u>	STAFF ANALYST,HEALTH

SECTION 6. Section 6.78.055 (Department of Health Services – Harbor Care South) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
5457A	12 <u>13</u>	CHIEF PHYSICIAN I
5476A	340 <u>339</u>	PHYSICIAN SPECIALIST(NON MEGAFLEX)

SECTION 7. Section 6.81.010 (Internal Services Department) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0888A	40 <u>11</u>	ADMINISTRATIVE ASSISTANT II
1002A	24 <u>27</u>	ADMINISTRATIVE SERVICES MANAGER I
6625A	3 <u>4</u>	GENERAL MAINTENANCE SUPERVISOR
6619A	25 <u>24</u>	GENERAL MAINTENANCE WORKER
1848A	44 <u>12</u>	MANAGEMENT ANALYST
2525A	427 <u>125</u>	SENIOR APPLICATION DEVELOPER
1843A	7 <u>6</u>	SENIOR DEPARTMENTAL PERSONNEL ASST
2216A	43 <u>42</u>	SENIOR TYPIST-CLERK
0915A	44 <u>10</u>	STAFF ASSISTANT III

SECTION 8. Section 6.94.010 (Department of Parks and Recreation) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0889A	44 <u>13</u>	ADMINISTRATIVE ASSISTANT III
1002A	27 <u>28</u>	ADMINISTRATIVE SERVICES MANAGER I

SECTION 9. Section 6.108.010 (Department of Public Social Services) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2545A	92	IT TECHNICAL SUPPORT ANALYST I

SECTION 10. Section 6.108.010 (Department of Public Social Services) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2546A	20	<u>112</u> IT TECHNICAL SUPPORT ANALYST II

SECTION 11. Section 6.127.030 is hereby amended to read as follows:

6.127.030 Additional Information

...

D.1.a. In addition to any other compensation provided for in this code, any person employed at LACERA in one of the following classes who possesses a valid Certified Public Accountant license issued by the State of California or a valid Certified Government Financial Manager certification issued by the Association of Government Accountants shall be entitled to compensation at a rate two schedules higher than that established for the class in Section 6.28.050 of this code:

Title:	Item No.
<u>Accountant II, LACERA</u>	<u>0473</u>
<u>Accounting Officer, LACERA</u>	<u>0470</u>
Assistant Chief Financial Officer, LACERA	0799
Assistant Chief, Internal Audit, LACERA	0766
Assistant Division, Manager, LACERA	0771
Chief Financial Officer, LACERA	0800
Chief Internal Audit, LACERA	0774
Division Manager, LACERA	0773
Internal Auditor, LACERA	0764
Internal Auditor, LACERA	0765
<u>Investment Accountant, LACERA</u>	<u>0476</u>
<u>Investment Accounting Officer, LACERA</u>	<u>0474</u>
Principal Internal Auditor, LACERA	0762
Senior Internal Auditor, LACERA	0763
<u>Senior Investment Accountant, LACERA</u>	<u>0477</u>
Special Assistant, LACERA	0775

SECTION 12. Pursuant to Government Code Section 25123(f), this ordinance shall take effect immediately upon final passage.

[653010GENRECLASSVACEO]

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

Board Letter

Board Memo

Other

CLUSTER AGENDA REVIEW DATE	7/10/2024	
BOARD MEETING DATE	7/23/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Chief Executive Office	
SUBJECT	IMPLEMENTATION OF ADDITIONAL SICK LEAVE ACCRUALS FOR TEMPORARY AND RECURRENT EMPLOYEES AND TECHNICAL CORRECTIONS	
PROGRAM		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: \$	Funding source:
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	Adopt the accompanying ordinance amending Title 5 and Title 6 and make a technical correction to an existing provision related to life insurance for retirement plan E members.	
BACKGROUND (include internal/external issues that may exist including any related motions)	Adopt the accompanying ordinance amending Title 5 – Personnel to make a technical correction to an existing provision related to life insurance for Retirement Plan E members, and Title 6 - Salaries of the County Code to: (a) update the accrual and usage limitations for sick personal leave hours in compliance with Senate Bill 616 (SB 616); and (b) update obsolete terminology within the definitions listed in the "Leave of Absence" section.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	

**DEPARTMENTAL
CONTACTS**

Daniel Cho, Analyst, 213-974-2494
DCHO@CEO.LACOUNTY.GOV

**BOARD OF
SUPERVISORS**

Hilda L. Solis
First District

Holly J. Mitchell
Second District

Lindsey P. Horvath
Third District

Janice Hahn
Fourth District

Kathryn Barger
Fifth District



**Chief
Executive
Office.**

COUNTY OF LOS ANGELES

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, CA 90012
(213) 974-1101 ceo.lacounty.gov

Chief Executive Officer
Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

July 23, 2024

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:

**IMPLEMENTATION OF ADDITIONAL SICK LEAVE ACCRUALS FOR TEMPORARY AND
RECURRENT EMPLOYEES AND TECHNICAL CORRECTIONS
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

This letter and accompanying ordinance will increase the amount of sick personal leave that temporary and recurrent employees may use and accrue in a calendar year to comply with updated requirements under Section 246 of the Labor Code. In addition, the ordinance will make technical corrections to update terminology used in Title 6 – Salaries to align with current practices and the Enterprise Human Resources (E-HR) system, and a correction in Title 5 – Personnel related to life insurance provisions for employees in Retirement Plan E.

IT IS RECOMMENDED THAT THE BOARD:

Adopt the accompanying ordinance amending Title 5 – Personnel to make a technical correction to an existing provision related to life insurance for Retirement Plan E members, and Title 6 - Salaries of the County Code to: (a) update the accrual and usage limitations for sick personal leave hours in compliance with Senate Bill 616 (SB 616); and (b) update obsolete terminology within the definitions listed in the "Leave of Absence" section.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In September 2014, the Healthy Workplaces, Healthy Families Act was approved by Governor Jerry Brown, which ensured that workers in California received paid sick leave to care for their own health or the health of their family members. The statute was effective January 1, 2015, and required that employees accrue sick leave at the rate of one (1) hour for every thirty (30) hours worked, provided

that an employee accrue no less than twenty-four hours (24 hours or 3 days) each calendar year. Employers were required to allow employees to use up to twenty-four (24) hours of paid sick days per year. Additionally, employers were permitted to limit total accruals to forty-eight hours (48 hours or 6 days) each calendar year.

On October 4, 2023, Governor Gavin Newsom signed SB 616 into law, which increased the required number of paid sick days that an employer must provide to its employees and allow them to use from three (3) days to five (5) days per calendar year, effective January 1, 2024. In addition, the statute increased the total sick day accrual limit from six (6) days to ten (10) days. The accrual rate of no less than one (1) hour of sick leave for every thirty (30) hours worked remained intact.

With approval of this accompanying ordinance, temporary and recurrent employees will be able to use five (5) days of sick leave per calendar year and accrue up to ten (10) sick leave days in total, in compliance with SB 616. Although the statute's accrual and use provisions do not apply to any employee that is covered by a collective bargaining agreement, the County and its labor partners have negotiated to extend these provisions to represented temporary and recurrent employees.

In addition, this ordinance makes technical corrections in Title 5 – Personnel under the Group Insurance section and Title 6 – Salaries under the Leaves of Absence section. The technical correction in Title 5 relates to Retirement Plan E Life Insurance, whereby language is amended to match corresponding language in the Fringe Benefits Memoranda of Understanding contracts of both the Coalition of County Unions (CCU) and Service Employees International Union (SEIU) Local 721. The corrections in Title 6 amends wording under various sections to align with technical terminology currently used in the County's E-HR and leave management systems.

Implementation of Strategic Plan Goals

The actions recommended in this Board letter promote the County of Los Angeles' Strategic Plan North Star Goal I – Make Investments That Transform Lives - A. Healthy Individuals and Families.

FISCAL IMPACT/FINANCING

Although the estimated cost value associated with providing two (2) additional sick leave days annually is \$892,750, there is no budgetary impact because the additional days are not compensable with in-service payouts. There are no costs associated with the technical corrections.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Civil Service Rule 16.01 authorizes leaves of absences from regular duties, with pay, under such conditions and for such periods established by the Board. The CCU and SEIU Local 721 have been informed of and support the recommendation provided above. The accompanying ordinance has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

No impact on current services.

The Honorable Board of Supervisors

7/23/2024

Page 3

Respectfully submitted,

FAD:JMN:JDS
SRM:DC:TTP:rfm

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
All Department Heads
Coalition of County Unions
SEIU Local 721

Draft



County of Los Angeles

May 14, 2024



Dawyn R. Harrison
County Counsel

Fesia A. Davenport
Chief Executive Officer
713 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Re: Title 5 – Personnel and Title 6 – Salaries of the Los Angeles County Code

Dear Ms. Davenport:

CONFIDENTIAL:

*This material is subject
to the attorney-client
and/or attorney work
product privileges.*

Enclosed please find an analysis and ordinance amending Title 5 – Personnel and Title 6 – Salaries of the Los Angeles County Code relating to life insurance for Retirement Plan E members, to update the accrual and usage limitations for sick personal leave, and to update obsolete terminology related to leave accruals.

Very truly yours,

DAWYN R. HARRISON
County Counsel

Pouya Bavafa
By

POUYA BAVAFA
Senior Deputy County Counsel
Labor & Employment Division

APPROVED AND RELEASED:

A handwritten signature in blue ink, appearing to read 'NDTinkham'.

NICOLE DAVIS TINKHAM
Chief Deputy

PB:av

Enclosure

ANALYSIS

This ordinance amends Title 5 – Personnel and Title 6 – Salaries of the Los Angeles County Code by:

- Amending Section 5.36.075 to make a technical correction related to life insurance for Retirement Plan E members;
- Amending Section 6.12.070 to update the accrual and usage limitations for sick personal leave; and
- Amending Sections 6.18.020, 6.18.080, 6.20.010, 6.20.020, 6.20.025, and 6.20.030 to update obsolete terminology related to leave accruals.

DAWYN R. HARRISON
County Counsel

By *Pouya Bavafa*
POUYA BAVAFA
Senior Deputy County Counsel
Labor & Employment Division

PB:av

Requested: 4/19/24
Revised: 5/14/24

ORDINANCE NO. _____

An ordinance amending Title 5 – Personnel and Title 6 – Salaries of the Los Angeles County Code, relating to: (1) a technical correction regarding life insurance for Retirement Plan E members; (2) updating the accrual and usage limitations for sick personal leave; and (3) updating obsolete terminology related to leave accruals.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Section 5.36.075 is hereby amended to read as follows:

5.36.075 Retirement Plan E Life Insurance.

Effective with the implementation of Retirement Plan E, in addition to the life insurance specified in Section 5.36.070, the County will pay the premium for an \$438,000.00 group term life insurance plan for all employees enrolled in Retirement Plan E who are:

- A. Permanent, full-time (designated as A, L, N, D, Z in Section 6.28.020 of this code);
- B. Paid by the county on a full-time basis while working for the county in an official training program of at least one (1) year's duration (designated as M in Section 6.28.020 of this code).

SECTION 2. Section 6.12.070 is hereby amended to read as follows:

6.12.070 Sick Personal for ~~e~~Certain ~~t~~Temporary and ~~r~~Recurrent ~~e~~Employees.

- A. Sick Personal Leave (Payable).

1. Eligibility. Employees holding temporary or recurrent positions who are employed in classifications approved by the Board shall be eligible for Sick Personal Leave (Payable) pursuant to the provisions of this section. For purposes of this section, a "temporary or recurrent position" is any position designated as an hourly as-needed item ("F" item) or an hourly recurrent item ("H" item) pursuant to Section 6.28.020.

2. Earning and Accrual of Sick Personal Leave. An eligible employee shall earn Sick Personal Leave (Payable) to a maximum of eighty 48(80) hours based on the accrual rate of one (1) hour of Sick Personal Leave for every thirty (30) hours worked. Sick Personal Leave (Payable) shall be credited to the employee on a per pay period basis. Sick Personal Leave (Payable) is defined as payable upon termination of employment and hours may be paid in lieu of carrying over such hours to the subsequent year.

3. Use of Sick Personal Leave (Payable). ~~Twenty-four~~Forty (40) hours of accrued Sick Personal Leave (Payable) may be taken off per calendar year, subject to prior approval from Management during the calendar year in which it was credited to the employee or thereafter for personal reasons pursuant to County Code Section 6.20.030 A(2). Sick Personal Leave (Payable) may also be taken for the purpose of attending to the employee's own health care and health care of family members as defined in Section 6.20.080, Bereavement Leave in the County Code, as well as what is defined in California Labor Code Section 245.5 (which includes adopted or foster children, stepchildren, legal wards or children to whom the employee stands in loco parentis, a biological, adoptive, or foster parent, stepparent, or legal guardian of an

employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child). Departmental requirements for prior approval will be applied only to the extent practicable.

4. Pay for Unused Sick Personal (Payable). An employee may, at his/her option, be paid for up to three (3) Sick Personal Leave (Payable) days, which total twenty-four (24-hours) hours, in lieu of carrying over such days, if the employee uses no Sick Personal Leave (Payable) for any reason. Sick Personal Leave (Payable) shall be paid at the employee's workday rate of pay in effect at the time of payment. The remaining balance of days or the full balance of days may be carried over to the following year.

B. Sick Personal Leave (Non-Payable).

1. Eligibility. Any employee who does not earn either sick leave, nonelective leave, or special paid leave, which includes an employee who is employed exclusively on a per clinic, consultation or visit ("G" item) or per session ("J" item), or part-time as defined by 1/5 time ("P" item), 1/4 time ("Q" item), 5/16 time ("R" item), 1/3 time ("S" item), or 2/5 time ("T" item) basis shall be eligible for Sick Personal Leave (Non-Payable).

2. Earning and Accrual of Sick Personal Leave. An eligible employee shall earn Sick Personal Leave (Non-Payable) to a maximum of eighty 48(80) hours based on the accrual rate of one (1) hour of Sick Personal Leave for every thirty (30) hours worked. Sick Personal Leave (Non-Payable) shall be credited to the employee on a per pay period basis. Sick Personal Leave (Non-Payable) may be carried over to any subsequent year. Sick Personal Leave (Non-Payable) is defined as not payable

upon termination of employment and hours may not be paid in lieu of carrying over such hours to the subsequent year.

3. Use of Sick Personal Leave (Non-Payable). ~~Twenty-four~~Forty (40) hours of accrued Sick Personal leave (Non-Payable) may be taken off per calendar year, subject to prior approval of Management during the calendar year in which it was credited to the employee or thereafter for personal reasons pursuant to County Code Section 6.20.030 A(2). Sick Personal Leave (Non-Payable) may also be taken for the purpose of attending to the employee's own health care and health care of family members as defined in County Code Section 6.20.080, Bereavement Leave in the County Code, as well as what is defined in California Labor Code Section 245.5 (which includes adopted or foster children, stepchildren, legal wards or children to whom the employee stands in loco parentis, or a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child). Departmental requirements for prior approval will be applied only to the extent practicable.

SECTION 3. Section 6.18.020 is hereby amended to read as follows:

6.18.020 Definitions.

The following terms, when used in this Chapter 6.18 with initial capital letters, shall have the following meanings, unless the context clearly indicates otherwise:

...

H. "Vacation Years of Service" means the number of years of County service that an employee has acquired for vacation accrual purposes. Vacation Years of

Service are determined by taking the difference between the employee's ~~continuous service~~leave progression start date and the current date and then rounding down to the nearest full year. Effective with the pay period ending April 15, 2012, the Vacation Years of Service are determined by taking the difference between the employee's Leave Progression start date and the current date and then rounding down to the nearest full year.

SECTION 4. Section 6.18.080 is hereby amended to read as follows:

6.18.080 Time for Taking Vacations.

...

C. Vacation hours earned by an Eligible Employee pursuant to this Chapter 6.18 may not be taken off or paid off at separation from service until the employee has completed one year of service, based on the employee's ~~continuous service~~leave progression start date, or, for an otherwise eligible employee without a ~~continuous service~~leave progression start date, the employee's latest hire date.

...

SECTION 5. Section 6.20.010 is hereby amended to read as follows:

6.20.010 Definitions.

The following terms, when used in this Chapter 6.20 with initial capital letters, shall have the following meanings, unless the context clearly indicates otherwise:

...

J. "Sick Leave Years of Service" means the number of years of county service that an employee has acquired for sick-leave accrual purposes. For permanent employees, Sick Leave Years of Service are determined by taking the difference

between the employee's ~~continuous-service~~leave progression start date and the current date and then rounding down to the nearest full year. For recurrent and temporary employees, the Sick Leave Years of Service are determined by taking the difference between the latest hire date and the current date and rounding down to the nearest full year.

K. "Workday Hours" means the number of paid hours in a month for a monthly employee, based on eight (8) hours per day times the number of scheduled work days in the month.

SECTION 6. Section 6.20.020 is hereby amended to read as follows:

6.20.020 **Accrual of ~~f~~Full-p~~ay s~~Sick l~~Leave.~~**

...

D. For employees assigned to a forty (40)-hour workweek who are authorized to accrue ninety-six (96) hours, or for employees assigned to a fifty-six (56)-hour shift who are authorized to accrue one hundred forty four (144) hours, the maximum hours of sick leave that can be accrued each calendar year is also based on the employee's Sick Leave Years of Service, as reflected by the employee's ~~continuous-service~~leave progression start date, or, for an employee without a ~~continuous-service~~leave progression start date, the employee's latest hire date.

...

SECTION 7. Section 6.20.025 is hereby amended to read as follows:

**6.20.025 Transition from ~~f~~Full-~~p~~Pay ~~s~~Sick ~~l~~Leave ~~p~~Provisions in ~~e~~Effect
~~p~~Prior to March 1, 1993.**

A. For employees with a ~~continuous service~~leave progression start date of July 1, 1986, or later, whose sick leave earnings are credited to them at the beginning of each month based on active service in the preceding month, the last such crediting shall be given on March 1, 1993. On that day, the accrual by pay period as set forth in Section 6.20.020A begins for these employees, and employees will be credited with such additional sick leave, if any, they would have received based on the application of the relevant Sick-Leave Accrual Rate to qualifying hours as if the accrual began on January 1, 1993.

B. For employees with a ~~continuous service~~leave progression start date earlier than July 1, 1986, who receive sick leave earnings in advance at the beginning of each year, the last such crediting shall be given on January 1, 1993. On January 1, 1994, the accrual by pay period as set forth in Section 6.20.020A begins for these employees. In addition, on January 1, 1994, each of these employees shall be granted a number of hours of special full-pay sick leave on a one-time-only basis. The number of hours to be granted shall be equal to the Sick Leave Maximum Hours approved for the employee's class pursuant to subsections B or C of Section 6.20.020 as of January 1, 1994. The special sick leave granted on January 1, 1994 pursuant to this section is usage-only sick leave, and any of it which remains unused when the employee terminates county service shall not be eligible for payment pursuant to Section 6.20.030B. Further, this special sick leave may not be used until all other one

hundred (100) percent Current Sick Leave, and all one hundred (100) percent Carryover Sick Leave, other than that accumulated prior to January 1, 1971, has been exhausted.

SECTION 8. Section 6.20.030 is hereby amended to read as follows:

6.20.030 Full-Pay Sick Leave Special Provisions.

...

B. Upon termination from County service, an employee who holds a permanent full-time position and who has at least five (5) years of continuous service shall receive payment for accumulated sick leave at full pay to a maximum of seven hundred twenty (720) working hours, or in the case of employees assigned to a fifty-six (56)-hour workweek schedule, to a maximum of one thousand eighty (1,080) working hours. Such payment as provided in Section 6.24.040 shall be computed at the workday hourly rate of pay in effect on the employee's final day of County service, and shall be equal to the total time which results from the sum of:

1. All unused sick leave at full pay accumulated prior to January 1, 1971; plus either:
2. For an employee with a ~~continuous service~~ leave progression start date of July 1, 1986, or later: one-half of all unused sick leave at full pay accumulated on or after January 1, 1971; or
3. For an employee with a ~~continuous service~~ leave progression start date earlier than July 1, 1986:
 - a. One-half of all Carryover Sick Leave at full pay accumulated on or after January 1, 1971, plus

b. One-half of the Sick Leave Maximum Hours authorized for the employee's class at the time of termination, less any Current Sick Leave taken.

...

Section 9. Pursuant to Government Code section 25123, this ordinance shall take effect thirty (30) days from the date of final passage, except that Section 2 shall be construed and applied as if were effective and operative on and after January 1, 2024.

[536075DCCEO]

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	7/10/2024	
BOARD MEETING DATE	7/23/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Department of Health Services	
SUBJECT	APPROVAL OF DATA CAPTURE AND CLINICAL DOCUMENTATION IMPROVEMENT SYSTEM AND RELATED SERVICES AGREEMENT WITH ACCENTURE, LLP (DCCDIS)	
PROGRAM	DHS Clinical Documentation Improvement Project	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why: N/A	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	Project kick-off planned for mid-August	
COST & FUNDING	Total cost: DCCDIS: \$140,720,483, including \$22,138,947 in general Pool Dollars and \$21,118,272 for designated optional work; This total cost includes the five optional one-year extensions. No more than \$2,750,000 for other DCCDIS-related contracting	
	Funding source: Sufficient appropriations in DHS Budget for Fiscal Year 2024-2025 and funding will be requested in future years.	
	TERMS (if applicable): Agreement would be effective Aug. 13, 2024, through Aug. 12, 2034, with five (5) optional one-year extensions. Explanation: N/A	
PURPOSE OF REQUEST	Approval of (i) a new agreement with Accenture, LLP for DCCDIS, (ii) delegation of authority to (a) amend the agreement for various contractual actions; and (b) take related contracting actions in support of successfully implementing DCCDIS	
BACKGROUND (include internal/external issues that may exist including any related motions)	DHS released an RFP in 2021 for the purchase of system, consisting of 4 solutions, to support clinical documentation improvement, the process for coding and accounting for patient care. Accenture, with Nuance and Dolbey as key subcontractors, will provide a system for voice recognition, documentation decision support for providers and coders, and a modern coding solution. The implementation is expected to occur in 2 phases, over no more than 24 months.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Dr. Phillip Gruber, Chief Health Information Officer, pgruber@dhs.lacounty.gov , 213-288-8250 and Kevin Lynch, Chief Information Officer, klynch@dhs.lacounty.gov , 213-240-8128	



July 23, 2024

DRAFT

Los Angeles County
Board of Supervisors

Hilda L. Solis
First District

Holly J. Mitchell
Second District

Lindsey P. Horvath
Third District

Janice K. Hahn
Fourth District

Kathryn Barger
Fifth District

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

Dear Supervisors:

**APPROVAL OF DATA CAPTURE AND CLINICAL
DOCUMENTATION IMPROVEMENT SYSTEM AND RELATED
SERVICES AGREEMENT WITH ACCENTURE, LLP
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

CIO RECOMMENDATION: APPROVE (X)

SUBJECT

Approval of (i) delegated authority to the Director of the Department of Health Services (Director), or designee, to execute a new agreement with Accenture, LLP, designated as Agreement No. H-711085, for the provision of a Data Capture and Clinical Documentation Improvement System and Related Services, and (ii) delegated authority to amend the Agreement for various contractual actions during the term of the Agreement and take related contracting actions in support of successfully implementing the Data Capture and Clinical Documentation Improvement System.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Director, or designee, to execute Agreement No. H-711085 (Agreement) with Accenture, LLP (Contractor), substantially similar to Attachment A, effective August 13, 2024 through August 12, 2034, with five (5) one (1) year optional extensions, for the provision of the Data Capture and Clinical

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Documentation Improvement System and Related Services (DCCDIS or System) (which for ease of use, may be referred to in the future as the Clinical Documentation Improvement System) at the Department of Health Services (DHS) with a maximum contract sum not to exceed \$140,720,483, including the extension periods. The maximum contract sum includes (a) \$22,138,947 in general Pool Dollars for the purchase of Optional Work; and (b) Delegate authority to the Director, or designee, to execute amendments to the Agreement to: (a) exercise the options to extend the term of the Agreement; (b) add, delete, and/or change terms and conditions as mandated by Federal or State law or regulation, Los Angeles County (LA County) policy, the LA County Board of Supervisors (Board) and/or Chief Executive Office (CEO); (c) reduce scope of services and the maximum contract sum; (d) consent to any assignments of the Agreement as provided in the Agreement; and (e) to provide for rate adjustments for the fixed hourly rates for professional services, starting with the sixth contract year, in accordance with the terms of the Agreement, with all documents subject to review and approval by County Counsel, and, with respect to (e), notice to the Board and CEO.

2. Delegate authority to the Director, or designee, to execute amendments to the Agreement to: (a) exercise the options to extend the term of the Agreement; (b) add, delete, and/or change terms and conditions as mandated by Federal or State law or regulation, Los Angeles County (LA County) policy, the LA County Board of Supervisors (Board) and/or Chief Executive Office (CEO); (c) reduce scope of services and the maximum contract sum; (d) consent to any assignments of the Agreement as provided in the Agreement; and (e) to provide for rate adjustments for the fixed hourly rates for professional services, starting with the sixth contract year, in accordance with the terms of the Agreement, with all documents subject to review and approval by County Counsel, and, with respect to (e), notice to the Board and CEO.
3. Delegate authority to the Director, or designee, to approve and execute: (a) Change Notices to the Agreement for: (i) modifications to the project schedule; and (ii) changes that do not incur additional costs or expenses or that do not otherwise materially affect any term or condition of the Agreement; and (b) Change Orders or Amendments using Pool Dollars included as part of the maximum contract sum to acquire Optional Work, including the specific DCCDIS capabilities as described below, provided the amounts payable under such Change Orders do not exceed the available amount of designated or general Pool Dollars, as applicable.

4. Delegate authority to the Director, or designee, to (a) issue written notice(s) of partial or full termination to suspend and/or terminate the Agreement in accordance with the termination provisions in the Agreement without further action by the Board; and (b) modify or waive certain requirements of LA County's standard subcontracting, sub-processing, and third-party license provisions to address changes to subcontractors, sub-processors, and third-party licensors, on condition that Contractor and its subcontractors' and licensors' obligations and accountability to LA County are not significantly diminished and DHS, in consultation with County Counsel and outside counsel, determines the risk of such modifications are outweighed by the objectives to be achieved, with all documents subject to review and approval by County Counsel.

5. Delegate authority to the Director, or designee, to amend equipment maintenance and Information Technology (IT) agreements to facilitate successful and timely deployment of the DCCDIS, including, but not limited to: (a) acquisition of interfaces and systems required to facilitate the implementation of DCCDIS and related services; (b) migration or archiving of data and related professional services; (c) extension of the term of agreements or purchase orders to allow for orderly transition to DCCDIS including, but not limited to, the extension of Agreement No. 77540 with 3M Health Information Systems, Inc.(3M Agreement), on a sole source basis without providing a further sole source notice, to prevent a disruption of the services and software currently provided to DHS; (d) increase of maximum contract sums to effectuate the required aforementioned changes at a total estimated cost not to exceed \$2,750,000; and (e) termination of such agreements in whole or in part in accordance with terms of each agreement; with all actions subject to review and approval by County Counsel, and notification to the Board and CEO

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Background, Current State, and Justification

When medical care is delivered in the United States, the care is accounted for using a standardized coding system that allows for tracking of the care, both for clinical and financial purposes, including reimbursement. Clinicians document the care provided to patients in DHS' electronic health record system (commonly referred to as ORCHID) by completing clinical notes in the medical record of each patient. For example, a patient who comes to a LA County emergency department and is admitted to the hospital will have multiple notes entered by providers into the medical record that describe the patient's condition (e.g., abdominal pain due to appendicitis) and treatment provided (e.g., antibiotics or

surgery), including an emergency visit note, an inpatient history and physical, daily progress notes, and frequently specialty consult notes.

These "Notes" are then reviewed by the DHS clinical documentation improvement (CDI) specialists during the admission, who often suggest documentation improvements to providers, such as suggesting more details in the "Notes" to better reflect the diagnosis and the care provided to the patient. After the patient has been discharged, clinical coders on the DHS health information management team review the final patient record and enter final codes to reflect the care, including diagnoses, tests, and procedures.

These codes then flow to billing, accounting, and analytics systems, such as the DHS patient accounting system. This data is used for billing purposes and to calculate externally reported quality measures. For example, Case Mix Index (CMI) – a metric which reflects the complexity, severity, and diversity of patients' illnesses treated at DHS hospitals – is calculated using these codes and is then used to benchmark outcomes between hospitals nationwide. The process from initial note writing to final coding to submitting billing and visit data is generally referred to as clinical documentation (Documentation Lifecycle).

While DHS provides high quality care, this care is often not adequately reflected in its current Documentation Lifecycle. This is due to both the high volume and complexity of services provided and the lack of modern tools to gather the necessary data. While DHS has skilled providers, dedicated CDI specialists, and experienced clinical coders, the documentation process is manual and inefficient. DHS providers type notes instead of dictating, resulting in poor user experience, inefficiency in documenting care, and lower quality documentation. The CDI specialists do not have any comprehensive enterprise-wide tools to suggest improvements, and the DHS clinical coders use a system that was purchased over ten (10) years ago, which does not include updated features and functions. For example, current functionality requires DHS clinical coders to manually review patient charts and assign codes based on their review. If DHS can improve the accuracy and completeness of its clinical documentation, it will foster easier, better clinical decision making, improve patient care, and promote DHS' ability to staff clinical services appropriately and manage its resources equitably and prudently.

The System

In September 2021, DHS released a request for proposals (RFP) to solicit a proposal for a system, referred to as DCCDIS, that provides technology to substantially improve, and sustain improvements, in the Documentation Lifecycle. DCCDIS consists of four related solutions that together assist organizations in

completing the Documentation Lifecycle. Beginning with the provider at the point of care, voice recognition (VR) is a speech-to-text solution that allows clinical staff to document more efficiently in ORCHID. Using a microphone and shortcuts that will be included in ORCHID, a provider can dictate notes into a patient chart. It should be noted that VR is a common tool in clinical settings, available at most academic medical centers in the Los Angeles region, and its absence in LA County has been a point of concern during provider recruitment activities. In addition, DCCDIS includes VR capabilities and clinical reporting functionality designed to support radiology-specific workflows.

The second solution, referred to as real-time physician documentation improvement (RTPDI), provides documentation improvement suggestions to providers as they are documenting care. If a provider dictates a note that does not include sufficient detail, the RTPDI "pop-up" on the screen will suggest improvements for the provider's consideration. At the time DHS issued the RFP, RTPDI was the newest solution to market. During evaluations of the proposals and negotiations of the Agreement, it became clear that the RTPDI market was not growing as planned. Following market trends, the Contractor informed DHS that its RTPDI solution would be discontinued during the term of the Agreement. DHS determined that even limited use allows DHS to meet its business objectives in procuring RTPDI, it would be in its best interest to implement and use the solution, even for a short time. Thereafter, DHS will assess the need for the functionality, and the market for similar solutions, including the use of existing tools, to determine the appropriate strategy. Implementing the solution will offer substantial benefits to providers by enabling them to develop habits that routinely improve documentation quality. RTPDI will be implemented as part of DCCDIS, for use for three (3) years from "go-live." Because of its shorter term and to address any procurement concerns, the Contractor will be providing RTPDI, including implementation and support, at no cost to LA County.

The third solution, computer assisted clinical documentation improvement (CACDI) will be leveraged by DHS CDI specialists to monitor clinical documentation concurrent with a patient's stay or encounter to ensure the providers are fully capturing diagnoses and care provided to the patient in the patient's medical record. This solution includes messaging tools that allow DHS CDI specialists to actively communicate with providers and support them by suggesting documentation improvements. For example, a CDI specialist will query a provider to request documentation of which organs are affected by a certain condition, the laterality of the condition, and severity of the condition, such as degree of a burn. Capturing additional specificity plays a crucial role in capturing the correct information for CMI, Severity of Illness (SOI), and Risk of Mortality (ROM).

Finally, the fourth solution, computer assisted coding (CAC), will enable DHS clinical coders to enter diagnosis and procedure codes more accurately. As part of the coding workflow after the patient's care has ended, the CAC software will process the patient's information and suggest medical codes based on algorithmic reading and interpretation of the chart information. CAC will review patient records automatically, and recommend codes to DHS clinical coders, who will then use their professional judgment to address the recommendation and assign the final code. The feedback provided by the clinical coders further improves the algorithm of the CAC which results in better code recommendations provided to the coders. Better codes will enhance data used for revenue capture and external reporting.

Implementation Services and Technology

The System will be delivered by a Contractor (Accenture, LLP) as the primary implementation and project management provider, using two key subcontractors, Nuance Communications, Inc. (Nuance) for VR, including the radiology solution, RTPDI, and CACDI for inpatient care, and Dolbey Systems, Inc. (Dolbey) for CACDI for outpatient care and CAC. Implementation of the System will occur in two (2) phases. The first phase will include VR and RTPDI, implemented in three (3) waves starting at Harbor-UCLA Medical Center, then Olive View-UCLA Medical Center and Correctional Health Services, and ending with Los Angeles General Medical Center and Rancho Los Amigos National Rehabilitation Center. The second phase will include CACDI and CAC implemented at DHS on an enterprise-wide basis. Implementation at each hospital will include nearby DHS Ambulatory Care Network health centers and clinics. The radiology solutions will be implemented with CACDI and CAC in the same three (3) waves as the VR solution. The full implementation is expected to take no more than twenty-four months. In arriving at the implementation plans and facility order, DHS focused on maximizing opportunities for an overall successful implementation while maintaining a rapid timeline. DCCDIS will interface with ORCHID and DHS' revenue cycle system and be hosted in part by the Contractor and in part by DHS.

When successfully deployed, DCCDIS will: (i) improve patient care by improving the accuracy and quality of clinical documentation; (ii) make DHS an employer of choice by improving satisfaction in work for staff who will use state-of-the-art tools and software; and (iii) improve DHS' ability to capture revenue and enhance the financial security of DHS, especially in preparation for the anticipated implementation of its new revenue cycle system.

Optional Work, Additional Services, and Other Contracting Actions

During negotiations, DHS negotiated license pricing for certain functionality and services that it may choose to purchase as optional work using the pre-designated Pool Dollars. These include enhanced support services and an ambient voice recognition solution provided by Nuance, which DHS may choose to pilot during the term of the Agreement. With respect to the ambient voice recognition solution, the amounts requested will likely only support a limited pilot, which will allow DHS to learn the value of the solution and, if appropriate, return to the Board to request an increase to the maximum contract sum to purchase and implement the solution enterprise-wide.

In addition, to better support the project, DHS currently plans to use its existing Board authority to procure project management assistance via an appropriate LA County or DHS master services agreement, and microphone hardware via the Internal Services Department.

Finally, DHS has determined there are a few existing system agreements that may need to be extended, amended to add more services (e.g., interfaces) and funds, or terminated, to allow for the rapid deployment of DCCDIS. Rather than file individual Board letters for each potentially impacted agreement, DHS will be allowed to extend, amend, or terminate agreements as needed over the course of DCCDIS' implementation to support rapid deployment and orderly transition to DCCDIS. For example, the 3M Agreement that provides mission critical radiology reporting and voice recognition software will expire on September 30, 2025. This delegation will allow DHS to extend the 3M Agreement on a sole source basis, and increase the agreement sum accordingly, to allow for uninterrupted service to DHS. Upon successful implementation of DCCDIS, the 3M Agreement will be terminated. DHS will provide two (2) weeks' notice to the Board prior to proceeding with any action pursuant to the foregoing, and DHS will work closely with County Counsel, and the CIO if appropriate, to effectuate the necessary contracting actions.

Recommendations

Approval of the first recommendation will allow the Director, or designee, to execute the Agreement with Contractor (Accenture, LLP) to implement the DCCDIS, for an initial term of ten (10) years, expiring on August 12, 2034, with an option to extend the Agreement for five (5) additional one-year extensions.

Approval of the second, third, and fourth recommendations will give DHS the flexibility to revise the Agreement to extend the term of the Agreement, change terms and conditions in response to changes in law, regulation or policy,

reallocate the components comprising the maximum contract sum, align the Agreement with LA County standards and needs, including but not limited to business workflows, protocols and policies, reduce scope of services and the maximum contract sum, alterations to the project schedule, use Pool Dollars to acquire Optional Work, effectuate the rate adjustments for professional services and, if deemed in the best interest of LA County, amend the Agreement to address terms related to subcontractors and third parties, with all actions subject to review and approval by County Counsel.

Approval of the fifth recommendation will delegate authority to extend, amend or terminate other IT agreements impacted by DCCDIS' implementation.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions support the following strategic goals of LA County's Strategic Plan. North Star 3 - Realize Tomorrow's Government Today; Strategy E (i) – Pursue Data-Driven Decision Making, Operational Effectiveness, Fiscal Responsibility, and Accountability; Strategy F(ii) – Modernize Infrastructure to Leverage Technological Advancements, Increase Visibility and Accessibility; Strategy G (i) – Maximize Revenue; Strategy G (ii) – Manage and Maximize County Assets; and Strategy G (iii) – Measure Impact and Effectiveness of our Collective Efforts.

FISCAL IMPACT/FINANCING

The maximum contract sum of the Agreement with Accenture, LLP will not exceed \$140,720,483, with the following pricing components: (i) DCCDIS (including implementation, hosting and support) not to exceed \$97,463,264, for the term of the Agreement including extension options; (ii) \$21,118,272 in Pool Dollars for certain pre-designated Optional Work as described above, with any unspent amounts to be reallocated to general Pool Dollars; and (iii) Pool Dollars for Optional Work not to exceed \$22,138,947.

There is no net County cost associated with the recommended actions. DCCDIS will improve DHS' coding and documentation which will enhance data used for revenue capture and external reporting, as well as prepare for the anticipated implementation of its new revenue cycle system. DCCDIS' contract and associated costs are projected to be fully offset by increased reimbursements from Medi-Cal, Medicare, and commercial insurance.

Funding will be requested in DHS' Fiscal Year 2024-25 Supplemental Budget Resolution. DHS will request continued funding in future fiscal years, as needed.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement includes all Board-required provisions. The Agreement was heavily negotiated by a team consisting of County Counsel and outside counsel as detailed below. Several areas of the Agreement, such as assignment, subcontracting, indemnification, and limitation of liability, were revised from LA County standards. In addition, DHS revised LA County's required privacy and information security terms both in response to negotiations with the Contractor and to address DHS-specific requirements (e.g., terms related to the Business Associate Agreement, third-party hosting providers, subcontractors, etc.). DHS understands and accepts the risks associated with the changes to the Agreement, including all exhibits, and believes it is in the best interest of LA County to proceed with the Agreement. The Agreement may be suspended and/or terminated in accordance with the termination provisions in the Agreement, including terminated for convenience by LA County upon a 90-day prior written notice.

The Agreement contains a limited rate adjustment for the Contractor's Professional Services rate card beginning on the first day of the sixth (6) year of the Agreement and each year thereafter, including extension periods if exercised. Solely as to LA Professional Services rate card, where Professional Services may be purchased by the County as Optional Work, Contractor may adjust the hourly rate by up to 3% in any twelve (12) month period, with the cumulative rate adjustment over the term of the Agreement capped at fifteen percent (15%).

Upon completion of implementation of the System, and transition to the provision of support services, the Agreement will be assigned from Accenture LLP (Accenture) as Contractor, with Nuance and Dolbey as key subcontractors, to Nuance as Contractor, with Accenture and Dolbey as key subcontractors. When issuing the RFP, DHS considered the market for the solutions, and determined that releasing a solicitation that required a single vendor for all four (4) solutions would significantly narrow the field of potential vendors. As a result, the RFP allowed the use of key subcontractors, so long as the final Agreement provided LA County with appropriate protections. This planned assignment allows the primary Contractor during each phase of the project to be the vendor with the appropriate expertise and skillset. During implementation, Accenture, with its deep knowledge of project management and implementation methodology, will be the Contractor. After successful completion of the implementation, Nuance, the primary provider of the technology, with the expertise in the solutions necessary to provide ongoing support services, will be the Contractor.

County Counsel retained the law firm of Foley & Lardner, LLP, to assist in the negotiation of this Agreement. Accordingly, Foley & Lardner, in conjunction with

County Counsel, reviewed the RFP prior to release, provided legal advice throughout the RFP process, and negotiated the recommended Agreement.

County Counsel and outside counsel have reviewed and approved the recommended Agreement as to form. The CIO concurs with the Department's recommendation and that office's CIO Analysis is attached as Attachment B. CEO Risk Management has reviewed the Agreement provisions concerning Insurance and Indemnification and approves those provisions.

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

CONTRACTING PROCESS

On September 20, 2021, DHS released an RFP to identify the most qualified proposer for DCCDIS. Notice of availability of the RFP was posted on LA County's "Doing Business with Los Angeles County" website. In addition, DHS Contracts and Grants Division electronically notified potential vendors on its internal mailing list.

Proposals were evaluated using a two-phase selection process. Phase I was the Pass/Fail Evaluation of minimum mandatory requirements stated in the RFP. By the Phase I proposal submission deadline of January 18, 2022, DHS received two (2) proposals, with both proposers passing Phase I of the evaluation process.

By the Phase II proposal submission deadline of May 9, 2022, both proposers submitted Detailed RFP Requirements Proposals and Price Proposals. Phase II was an evaluation conducted by an Evaluation Committee comprised of DHS representatives and subject matter experts familiar with data capture and clinical documentation. The informed averaging process was used. At the conclusion of Phase II, Accenture was the highest ranked most responsible proposer and is being recommended for an agreement award. The non-selected proposer was notified, and a debriefing was offered and completed at the non-selected proposer's request. No protests resulted from this solicitation.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will ensure DHS enhances clinical decision making, delivers the best clinical outcomes, and improves organizational efficiency across all DHS clinical care sites. It will close the gaps between current

The Honorable Board of Supervisors
July 23, 2024
Page 11

systems, practices, and performance, and ensure DHS is using industry best practices for clinical, quality, fiscal, operational, and regulatory data reporting.

Respectfully submitted,

Reviewed by:

Christina R. Ghaly, M.D.
Director

Peter Loo
Acting Chief Information Officer

CRG:pfg

Enclosures

c: Chief Executive Officer
County Counsel
Executive Office, Board of Supervisor



**Chief
Information
Office**

Peter Loo
ACTING CHIEF INFORMATION OFFICER

DRAFT

Attachment

CIO

ANALYSIS

BOARD AGENDA DATE:

7/23/2024

SUBJECT:

**APPROVAL OF DATA CAPTURE AND CLINICAL DOCUMENTATION
IMPROVEMENT SYSTEM AND RELATED SERVICES AGREEMENT WITH
ACCENTURE, LLP (DCCDIS)**

CONTRACT TYPE:

New Contract Sole Source Amendment to Contract #: Enter contract #

SUMMARY:

Description:

The Department of Health Services is requesting delegated authority to execute a new Agreement (No. H-711085) with Accenture, LLP, effective August 13, 2024 through August 12, 2034, with five (5) one-year optional extensions for the provision of a Data Capture and Clinical Documentation Improvement System and Related Services, with a Maximum Contract Sum not to exceed \$140,720,483, including the extension periods.

DHS is also requesting delegated authority to execute amendments to the Agreement to: (a) exercise the options to extend the term or the Agreement; (b) add, delete, and/or change terms and conditions as mandated by Federal or State law or regulation, County policy, the Board of Supervisors and/or the Chief Executive Office; (c) reduce scope of services and the maximum Contract Sum; (d) consent to any assignments of the Agreement as provided in the Agreement; and (e) prepare and execute Amendments to the Agreement to provide rate adjustments for the fixed hourly rates for professional services, with all documents subject to review and approval of County Counsel, and with respect to (e), notice to the Board and Chief Executive Office.

DHS is also requesting delegated authority to approve and execute: (a) Change Notices to the Agreement for: (i) modifications to the project schedule; and (ii) changes that do not incur additional costs or expenses or that do not otherwise materially affect any term or condition of the Agreement; and (b) Change Orders or Amendments using Pool Dollars included as part of the maximum Contract Sum to acquire Optional Work, provided the amounts payable under such Change Orders do not exceed the available amount of designated or general Pool Dollars.

APPROVAL OF DATA CAPTURE AND CLINICAL DOCUMENTATION IMPROVEMENT SYSTEM AND RELATED SERVICES AGREEMENT WITH ACCENTURE, LLP (DCCDIS)

DHS is also requesting delegated authority to (a) issue written notice(s) of partial or full termination to suspend and/or terminate the Agreement in accordance with the termination provisions in the Agreement without further action by the Board; and (b) modify or waive certain requirements of the County’s standard subcontracting, sub-processors, and third-party license provisions to address changes to subcontractors, sub-processors and third party licensors, on condition that Contractor and its subcontractors’ and licensors’ obligations and accountability to the County are not significantly diminished and DHS, in consultation with County Counsel and outside counsel, determines the risk of such modifications are outweighed by the objectives to be achieved, with all documents subject to review and approval by County Counsel.

DHS is also requesting delegated authority to amend equipment maintenance and information technology agreements to facilitate successful and timely deployment of DCCDIS, including, but not limited to: (a) acquisition of interfaces and systems required to facilitate the implementation of DCCDIS and related services; (b) migration or archiving of data and related professional services; (c) extension of the term of agreements or purchase orders to allow for the orderly transition to DCCDIS, including, but not limited to, the extension of the agreement with 3M Health Information Systems, Inc. on a sole source basis without providing further sole source notice, to prevent disruption of the services and software currently provided to DHS; (d) increase the maximum contract sums to effectuate the required aforementioned changes at a total estimated cost not to exceed \$2,750,000; and (e) termination of such agreements in whole or in part in accordance with terms of each agreement; with all actions subject to review and approval of County Counsel, and notification to the Board and CEO.

Contract Amount: \$140,720,483

FINANCIAL ANALYSIS:

Contract costs:

DCCDIS (10 years, plus 5 one-year extensions).....	\$	97,463,264
(Licensing, Implementation, Hosting and Support)		
Pool Dollars (Pre-designated Optional Work)	\$	21,118,272
Pool Dollars (General Optional Work)	\$	22,138,947

Total Costs: \$ 140,720,483

Notes:

There is no NCC requested for this contract. Funding will be requested in DHS’ Fiscal Year 2024-25 Supplemental Budget Request and in future fiscal years, as needed.

Unspent Pool Dollars from the Pre-designated Optional Work category will be reallocated to General Optional Work category.

APPROVAL OF DATA CAPTURE AND CLINICAL DOCUMENTATION IMPROVEMENT SYSTEM AND RELATED SERVICES AGREEMENT WITH ACCENTURE, LLP (DCCDIS)

Because the Board Letter states that the “DCCDIS contract and associated costs are projected to be fully offset by increased reimbursements from Medi-Cal, Medicare, and commercial insurance”, the Office of the CIO inquired regarding how long it will take to fully offset the contract costs. DHS Finance indicated that it is difficult to pinpoint a specific time period.

RISKS:

1. **Quality of Services:** The purpose of this agreement is to procure a solution and support services to support DHS’ Data Capture and Clinical Documentation Improvement System (DCCDIS). In 2021, DHS released an RFP for a system to support clinical documentation improvement, the process for coding and accounting for patient care. Accenture, with Nuance and Dolby as key subcontractors, will provide the system and implementation will be completed in two phases over 24 months. The Contractor(s) will provide licensed software, implementation services, hosting, support and other services. The business objectives of this project are to:
 - Improve clarity, appropriateness and completeness of clinical documentation.
 - Reduce the number of inpatient hospital days for which payment is denied due to inadequate documentation of the need for inpatient services and assure appropriate level of care determination.
 - Improve the accuracy of the County’s calculated and reported case mix index, severity of illness expected mortality, appropriately reflecting the medical complexity of patients treated at DHS.
 - Increase DHS revenue through more complete capture of billable clinical care, medical complexity, appropriate level of care determination and the need for hospitalization and other services.
 - Increase workforce satisfaction with ease of clinical documentation.

Critical Success Factors for this project are:

- Strong Project Management
- Open Communications and Governance Structure
- Executive Leadership Involvement

As with any large information technology project, there are risks related to quality, schedule and cost. DHS has mitigated these risks by developing a well-structured Contract and related Statement of Work (SOW), including a detailed work plan, milestone payment schedule and Contractor Professional Rate Card. The SOW identifies 68 individual deliverables covering seven specific areas:

- Project initiation

APPROVAL OF DATA CAPTURE AND CLINICAL DOCUMENTATION IMPROVEMENT SYSTEM AND RELATED SERVICES AGREEMENT WITH ACCENTURE, LLP (DCCDIS)

- Design Data Capture and Clinical Documentation Improvement System
- Build and implement Data Capture and Clinical Documentation System
- Testing
- Training
- Deployment
- Project Closeout

In the SOW, DHS clearly defined the 104 Reports and Dashboards the system must support. Support, maintenance and operational services are clearly defined. Functional Requirements in the areas of Voice Recognition, Real-time Provider Documentation Improvement, Computer Assisted Clinical Documentation and Computer Assisted Coding are clearly defined. Technical Requirements, including system interfaces and Contractor hosting services, are clearly defined. Disaster recovery and business continuity requirements are clearly defined. Service levels, outage classifications, monthly service credit limits, response and resolution times, escalations, service level failures/credits, corrective action plan, scheduled/unscheduled service outages and how to handle security breaches are well defined. A detailed knowledge transfer plan is also included in the SOW.

2. **Project Management and Governance:** The Office of the CIO recommends strong project governance and a dedicated Project Manager to adhere to schedule, budget and scope, and to manage vendor performance. Based on the SOW, the Contractor will provide full-time key Project Leadership members, and the Contractor's Project Management responsibilities are well-defined. The County will assign a Project Lead and that person's responsibilities are well-defined. The County will use a Quality Assurance Plan to evaluate the Contractor's performance not less than annually.
3. **Information Security:** The County's Office of the Chief Information Security Officer (OCISO) has reviewed the security components of this contract and did not identify any issues. However, DHS revised the County's privacy and information security terms in response to negotiations with the Contractor and to address DHS specific requirements.
4. **Contract Risks:** The Agreement was heavily negotiated by a team consisting of County Counsel and outside counsel (Foley & Lardner, LLP). Several areas of the Agreement, such as assignment, subcontracting, indemnification, and limitation of liability were revised from County standards. DHS understands and accepts the risks associated with the changes to the Agreement, and believes it is in the best interest of the County to proceed with the Agreement. CEO Risk Management has reviewed the Agreement provisions concerning Insurance and Indemnification and approved those provisions.

The Contract includes Commercial General Liability Insurance of \$10 million in the aggregate, \$5 million in products/completed operations aggregate, \$1 million in

APPROVAL OF DATA CAPTURE AND CLINICAL DOCUMENTATION IMPROVEMENT SYSTEM AND RELATED SERVICES AGREEMENT WITH ACCENTURE, LLP (DCCDIS)

personal and advertising injury, and \$5 million per occurrence. The contract also includes insurance for automobile liability, workers' compensation and employers' liability, professional liability/errors and omissions, technology errors and omissions and privacy and network security (cyber) liability.

PREPARED BY:

(NAME) DEPUTY CHIEF INFORMATION OFFICER

DATE

APPROVED:

PETER LOO, ACTING CHIEF INFORMATION OFFICER

DATE

DRAFT



DATA CAPTURE AND CLINICAL DOCUMENTATION IMPROVEMENT SYSTEM
AND RELATED SERVICES AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

ACCENTURE LLP

AUGUST 13, 2024

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DATA CAPTURE AND CLINICAL DOCUMENTATION IMPROVEMENT SYSTEM AND RELATED SERVICES AGREEMENT

This Data Capture and Clinical Documentation Improvement System and Related Services Agreement (“**Agreement**”), Agreement No. H-711085, is made and effective as of August 13, 2024 (“**Effective Date**”), by and between the County of Los Angeles, a political subdivision of the State of California (“**County**”), and Accenture LLP, an Illinois limited liability partnership with its principal place of business at 161 N. Clark Street, Chicago, IL 60601 (“**Contractor**”). When used herein, the term “**Agreement**” includes the body of this Agreement and any and all Statements of Work entered into by the Parties hereunder and such other exhibits (“**Exhibit(s)**”), attachments (“**Attachment(s)**”), schedules (“**Schedule(s)**”) appended to this Agreement and additional documents that the Parties identify and agree to a writing signed by both Parties to incorporate herein by reference. The term “**Agreement**” shall also include any information provided by Contractor during the course of the Request for Proposal process, including Contractor’s Proposal, as attached hereto as Exhibit V (Contractor Proposal), which is and is expressly incorporated into this Agreement. In the event of a conflict between the body of this Agreement and any Statement of Work, Exhibit, Attachment, Schedule, or incorporated material, the body of this Agreement shall govern. For purposes of determining conflicts between parts of this Agreement, Exhibit M (Additional Hosting Services Terms and Conditions) shall be deemed to be part of the body of this Agreement. Contractor and County may be referred to in this Agreement individually as a “**Party**” and together as the “**Parties**.”

RECITALS

- (A) County is authorized by California Government Code Sections 26227 and 31000 to contract for goods and services, including the Services contemplated herein.
- (B) The Los Angeles County Department of Health Services (“**DHS**”) is second largest municipal health system in the country. DHS serves the health care needs of over ten million County residents and encompasses hospital and outpatient care, programs, and clinics. DHS operates twenty-six (26) health centers and four (4) acute care hospitals, in addition to providing health care to youth in the juvenile justice system and inmates in the County jails. At its core, DHS is a “safety net” health care provider. As such, it is the major provider of health care to more than two million County residents without health insurance. The mission of DHS is to advance the health of its patients and its communities by providing extraordinary care. DHS also trains physicians through affiliations with the University of Southern California Keck School of Medicine and the University of California at Los Angeles Medical School.
- (C) The County also serves the needs of County residents through the Los Angeles County Department Public Health (“**DPH**”) and Los Angeles County Department of Mental Health (“**DMH**”). DMH is the largest county-operated mental health department in the United States, directly operating programs in more than eighty-five (85) sites, and providing services through contract programs and County staff at approximately 300 sites co-located with other County departments, schools, courts and various organizations. DPH works to protect and improve health and well-being for Los Angeles County residents, and with fourteen (14) public health centers located throughout Los Angeles County, DPH provides free and/or low-cost services to those with no insurance or regular health care provider, including immunizations and communicable disease testing and treatment. DHS, DMH, and DPH are governed by the County’s Board of Supervisors (“**Board of Supervisors**” or “**Board**”).
- (D) The Services to be provided by Contractor under this Agreement shall include:
 - (1) Voice Recognition (“**Voice Recognition**” or “**VR**”): A comprehensive enterprise-wide cloud-based software solution to facilitate speech to text voice recognition for clinical end users documenting in the EHR as well as ancillary systems. This software suite will integrate seamlessly with mobile device tools, desktop microphones, and EHR documentation shortcuts and commands to create a seamless user experience, as well as integrate seamlessly with the other components of the DCCDIS. It will elegantly navigate a variety of usage environments, compensating for background noise, managing user accents, and continuously improving recognition accuracy and lowering error rates with user specific profiles that follow the user across devices, venues, and specialties. While RTPDI will solution effectively regardless of input tools, for those users that choose to leverage

voice recognition tools, this will enable them to document more efficiently with a robust user experience.

Note that, as used throughout this Agreement (unless otherwise indicated by the applicable context in which such terms are used), (i) the terms “integrate,” “integrated,” etc. shall be deemed to mean that the functional combinations of the various technologies, processes, equipment, systems, devices, and applications used to deliver the Services, regardless of the manner such combinations are achieved (e.g., through Interfaces, coding integrations, or otherwise), provide a unified and complete solution which, from the user’s perspective, appears to operate seamlessly as a single system; and (ii) the terms “seamless,” “seamlessly,” etc. shall be deemed to mean that the solution presents a cohesive, unified, logical, and easy to use experience for the user that (a) includes an intuitive user interface, and (b) from the user’s perspective, presents the operation of the various technologies, processes, equipment, systems, devices, and applications integrated into the solution such that they flow and operate in a manner that makes the integration invisible and imperceptible to the user. For the avoidance of doubt, the use of the terms “integrate,” “integration,” etc. do not preclude specific defined meanings in the context of technical issues related to Interfaces as used throughout this Agreement. It is understood by County, however, that some of the Services are not currently designed to integrate with each other in cases where an entirely distinct set of users use the product (e.g., clinical documentation specialists versus radiologists) and/or workflows do not cross over between distinct sets of users.

- (2) Real-Time Provider Documentation Improvement (“**RTPDI**”): A software solution or suite and the associated set of workflows that uses artificial intelligence (“**AI**”), including natural language processing (“**NLP**”) and other rules and algorithms, to assist physicians and other healthcare providers to improve clinical documentation at the point of care in real-time, meaning as the documentation is being created by the provider. The RTPDI Solution should work across the full range of providers and systems that are currently providing clinical documentation to the electronic health record system (“**EHR System**” or “**EHR**”) and provide the capability of adding additional provider roles and documentation systems as the need arises. It is expected that this application will have NLP driven voice recognition and transcription services intrinsically native to it, embedded within it or that Contractor will assure the seamless integration of a third-party solution into its offering and that any such interfacing will be serviced and maintained by Contractor.

Note that, as used throughout this Agreement (unless otherwise indicated by the applicable context in which such terms are used), the terms “artificial intelligence” and “AI” shall be deemed to refer to, collectively, machine learning algorithms, natural language processing, and advanced analytics algorithms, as applicable. When the Parties intend to refer to a particular element of “artificial intelligence” or “AI,” that element may be singled out specifically instead of being referred to by the general term “artificial intelligence” or “AI.”

- (3) Computer-Assisted Clinical Documentation Improvement (“**CACDI**”): A software solution that uses AI, NLP, rules and algorithms, and the associated set of workflows to support clinical documentation specialists (“**CDI specialists**” or the “**CDI team**”) in their efforts to improve clinical documentation concurrent with the patient’s hospital stay or encounter, but not necessarily as the documentation is being created. The CACDI Solution should work across the full range of providers and systems that are currently providing clinical documentation to the EHR System and provide the capability of adding additional provider roles and documentation systems as the need arises. The CACDI Solution should support the work of CDI specialists in monitoring clinical documentation, creating queries, and validating data, and ensure medical complexity, severity and supporting details are fully captured and defensible.
- (4) Computer-Assisted Coding (“**CAC**”): A software solution and the associated set of workflows for coders that uses NLP or structured input (SI) to generate Current Procedural Terminology (CPT) and International Classification of Diseases (ICD) codes from provider documentation. The CAC

should work across all different types of services (e.g., inpatient, outpatient, emergency room, infusion, urgent care), all provider documentation types, and have the capability to add users as needed. An effective CAC Solution will improve the efficiency, accuracy, and completeness of healthcare coding within County.

The Licensed Software, Hardware, Third-Party Products, and other Services under this Agreement, including but not limited to the Implementation Services, Hosting Services, Support Services, and training, and including the VR, RTPDI, CACDI, and CAC, all as more particularly described herein, are sometimes referred to collectively in this Agreement as the “**Data Capture and Clinical Documentation Improvement System**” or “**DCCDIS**.” Upon the expiration of the RTPDI Support Term, unless agreed to by an Amendment, references to the “DCCDIS” shall not include the RTPDI Solution.

- (E) The DCCDIS, provided as an integrated system, will support the overarching goals of the project: to improve and sustain improvements in the quality, timeliness, and completeness of clinical documentation, data capture, and coding; support meaningful use and clinical interoperability; and support quality reporting across the County.

The primary business objectives of the DCCDIS are to:

- (1) Substantially improve and sustain improvements in the quality of clinical documentation, including clarity, appropriateness, specificity, consistency, and completeness, in order to improve clinical care, adherence to County expected practice standards, reduce unnecessary variability, and improve other data capture metrics;
 - (2) Reduce the number of inpatient hospital days for which payment is denied due to inadequate documentation of the need for inpatient services and assure appropriate level of care determination;
 - (3) Improve the accuracy of our calculated and reported case mix index, severity of illness, expected mortality, MS-DRGs and AP-DRGs, etc., appropriately reflecting the medical complexity of patients treated by County;
 - (4) Increase County revenue model flexibility through more specifically itemized and complete capture of billable clinical care and encounters, medical complexity, appropriate level of care determination, and the need for hospitalization and other services;
 - (5) Substantially improve the user experience of creating clinical documentation by providing tools that improve efficiency of documentation generation, real time improvement guidance and education, and health record integration; and
 - (6) Increase workforce satisfaction with improvements in clinical documentation and corresponding workflows:
 - (a) Improve provider satisfaction with the ease of clinical documentation by leveraging the RTPDI and Voice Recognition tools in conjunction with using the EHR System.
 - (b) Improve coder satisfaction through increased volume and accuracy of diagnosis and procedure capture.
 - (c) Improve CDI specialist satisfaction with the ease of query generation, query tracking and query closure, and identifying areas for documentation improvement.
- (F) County issued a Request for Proposal for the Data Capture and Clinical Documentation Improvement System (#DCCDIS2021) (“RFP”), dated September 20, 2021, for the provision, implementation, and maintenance and support of the DCCDIS. Contractor submitted a Proposal in response to the RFP, based on which Contractor was selected to enter into contract negotiations with County. Based on those negotiations, this Agreement was submitted to the Board for its consideration for approval and award.

- (G) County desires to license the Licensed Software and obtain Hardware and the Services from Contractor, including, but not limited to, the Implementation Services, Hosting Services, Support Services, training, and other professional services, all as more particularly described herein. The Services to be provided by Contractor are set forth in this Agreement and the applicable Statement of Work as the Parties may mutually agree upon from time to time.
- (H) Contractor represents that it will provide County the requisite technological capabilities, professional skills, business process and information technology knowledge, software implementation and project management expertise, integration capabilities, hosting capabilities and services, and skilled resources required to implement the DCCDIS on the Hardware and Recommended Configuration to conform to the Specifications and other terms and conditions of this Agreement, and to effectively integrate all components of the DCCDIS.

AGREEMENT

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

1. TERM

1.1. Term

The term of this Agreement shall commence on the Effective Date and continue in full force and effect until the earlier of (i) the termination of the Agreement as provided in Section 27 (Termination), or (ii) the expiration or termination of the Support Term (collectively, the “**Term**”), subject to Section 1.3 (Term of Statements of Work; License Term), Section 27.6 (Effect of Termination), and Section 27.8 (Survival).

1.2. Initial and Renewal Support Terms for Support Services

The term for Support Services, as defined in Section 9.7 (Support Services), shall commence on the first Go-Live and continue in full force until the tenth (10th) anniversary of the Effective Date, unless earlier terminated as provided herein (the “**Initial Support Term**”). Upon the expiration of the Initial Support Term, County may, at its option, extend Support Services for five (5) additional consecutive one (1) year terms (the “**Renewal Support Term**”) by providing written notice to Contractor at least thirty (30) days prior to the expiration of the Initial Support Term. The Initial Support Term and any Renewal Support Term are referred to herein collectively as the “**Support Term**.” Contractor shall provide County with at least three (3) months prior written notice of the end of the Initial Support Term and any Renewal Support Term to the County Project Director at the address set forth in Exhibit W (County Key Personnel). Contractor’s failure to provide such notice shall constitute a waiver by Contractor to object to an extension by County of the Initial Support Term or the Renewal Support Term after its expiration until such time as Contractor complies with the notice requirements under this Section 1.2 (Initial and Renewal Support Terms for Support Services). Such notice shall also identify any fee increase applicable to the Renewal Support Term that is about to commence. As to the RTPDI Solution only, the term for Support Services, as defined in Section 9.7 (Support Services), shall commence on the Go-Live of RTPDI and continue in full force until the third (3rd) anniversary of the Go-Live of RTPDI, unless earlier terminated as provided herein (the “**RTPDI Support Term**”). The County does not have a renewal option as to the RTPDI Support Term. As used throughout this Agreement, the term “**Support Term**” as to RTPDI shall mean the “**RTPDI Support Term**” and references as to the word “**Term**” will be applied as to the RTPDI Solution only to refer to the RTPDI Support Term.

1.3. Term of Statements of Work; License Term

The commencement and termination dates for Statements of Work shall be as provided in each Statement of Work. Termination of the Term of this Agreement, and termination or expiration of the Support Term, shall result in the termination of County’s License granted in Section 3 (Licensed Software) and related License provisions, subject to the terms set forth therein and Section 27.7 (Termination Transition Services). The term of the License granted in Section 3.1 (License Grant) shall be referred to as the “**License Term**.” For the avoidance of doubt, Section 27.2 (Termination for Material Breach) shall not apply to allow termination of the License granted in Section 3 (Licensed

Software), except in the event of County's material breach of Section 18 (Intellectual Property) or Section 19 (Confidentiality).

2. IDENTIFICATION OF PARTIES

2.1. Contractor; Subcontracting

2.1.1. Contractor Performance

Unless specifically authorized by County as provided herein, Contractor shall perform the obligations described in this Agreement and in the Statement(s) of Work itself and through wholly-owned subsidiaries of (i) Accenture LLP ("**Accenture**"), (ii) Nuance Communications, Inc. ("**Nuance**"), (iii) Dolbey Systems, Inc. ("**Dolbey**"), and (iv) the disclosed parent corporations of Accenture and Nuance, provided such subsidiaries are disclosed in writing to County. Contractor represents and warrants that it maintains agreements under which each such subsidiary has assigned to Contractor all rights necessary for Contractor to fulfill its obligations under this Agreement and to enable Contractor to assign and license to County under this Agreement the same rights that would have been assigned and licensed to County if Contractor had performed the obligations described under this Agreement and in any Statement(s) of Work by itself without the participation of any such subsidiary. All references to Contractor in this Agreement shall be deemed to include all such subsidiaries. As to Nuance, only those affiliates of Microsoft Corporation Approved by County shall have access to County Information. Except as provided in Section 29.16.1 (Assignment by Contractor), the rights and obligations of Nuance (prior to Nuance becoming the Contractor as provided in Section 29.16.1 (Assignment by Contractor)), Dolbey, and/or Accenture (after Accenture becomes a Key Subcontractor as provided in Section 29.16.1 (Assignment by Contractor)) as Key Subcontractors under this Agreement shall not be assigned, transferred, or delegated; nor shall Contractor substitute or otherwise replace as Key Subcontractors during the Term, Nuance (prior to Nuance becoming the Contractor as provided in Section 29.16.1 (Assignment by Contractor)), Dolbey, and/or Accenture (after Accenture becomes a Key Subcontractor as provided in Section 29.16.1 (Assignment by Contractor)).

2.1.2. Key Subcontractors

County has relied, in entering into this Agreement, on the reputation of and on obtaining the personal performance of Contractor itself. Consequently, no performance of this Agreement, or any portion thereof, shall be subcontracted by Contractor or otherwise performed by Contractor using a third-party vendor that (i) may directly interact with County, (ii) may have access to County Information, or (iii) may directly impact Contractor's day-to-day delivery of Services and/or County's use of the DCCDIS in accordance with the Specifications (each such subcontractor, a "**Key Subcontractor**"), except as provided in this Section 2.1 (Contractor; Subcontracting).

All Key Subcontractors Approved by County, and the specific uses for which they are Approved, are and will be set forth in Exhibit Z (County-Approved Entities and Countries). Any purported agreement by Contractor to subcontract any performance under this Agreement to a Key Subcontractor shall not modify, alter, or amend the Agreement or any rights, obligations, or responsibilities as between Contractor and County. For purposes of this Section 2.1 (Contractor; Subcontracting), "use" of a subcontractor runs from the earliest of (a) the first access of the subcontractor to County Information; or (b) the initiation of Services by the subcontractor on behalf of Contractor.

2.1.3. Subcontracting Requirements for All Key Subcontractors

As to all Key Subcontractors:

- (A) If Contractor desires to subcontract any portion of its performance under this Agreement to a Key Subcontractor other than as specifically set forth in Exhibit Z (County-Approved Entities and Countries), including in connection with (i) any use of a new Key Subcontractor, or (ii) any material additional use of an existing Key Subcontractor (e.g., a use that involves additional or new access to County Information), Contractor shall provide to County, in writing, notice to County of Contractor's use of such Key Subcontractor, which notice shall include:
- (1) The reason(s) for the particular subcontract;
 - (2) Identification of the proposed Key Subcontractor and an explanation of why and how the proposed Key Subcontractor was selected; and

- (3) A detailed description of the work to be performed by the proposed Key Subcontractor.
- (B) County will review Contractor’s request to subcontract, and in the event that County Approves Contractor’s use of a Key Subcontractor not listed in Exhibit Z (County-Approved Entities and Countries), the Parties shall execute a Change Notice to modify Exhibit Z (County-Approved Entities and Countries) to reflect such use.
- (C) In the event that County provides its Approval as to any subcontracting, such Approval shall apply to each particular subcontract only and shall not be, or be construed to be, a waiver of this Section 2.1 (Contractor; Subcontracting) or a blanket Approval of any further subcontracting.
- (D) In the event that County objects to Contractor’s request to subcontract:
 - (1) County will provide written notice to Contractor of its rejection within ninety (90) days of Contractor’s notice to County of its use of the Key Subcontractor pursuant to the requirements for such notices from Contractor under Section 2.1.3(A). Unless the Services are earlier terminated by County, Contractor will continue to provide the Services following County’s written notice to Contractor of its rejection.
 - (2) Upon County’s notice of rejection for any use of a Key Subcontractor, the Parties will immediately escalate such issue under Section 28.3 (Critical Path Escalation Issues) of the Agreement. The County will identify in its notice of rejection the specific issues it has with the proposed Key Subcontractor (e.g., security, financial condition), and, if applicable, steps that can be taken by Contractor to eliminate or mitigate the issues identified such that County can Approve the Key Subcontractor. In the event that the Parties are able to resolve the issue(s) and County withdraws its rejection of the use of the Key Subcontractor, the Parties shall modify Exhibit Z (County-Approved Entities and Countries) in accordance with Section 2.1.3(B). In the event that the Parties are unable to resolve the issue(s), at Contractor’s election, Contractor shall either:
 - (a) Transition the Services, or any portion thereof, performed by the rejected Key Subcontractor to an Approved Key Subcontractor. In the event that Contractor elects to transition to a replacement Key Subcontractor, such transition shall be at no cost to County, and Contractor shall continue to provide the Services throughout the Term pursuant to the fees for such Services set forth under Exhibit C (Fees; Contractor Professional Services Rates); or
 - (b) Continue to use the rejected Key Subcontractor (a “**Rejected Key Subcontractor**”) and execute an amendment to Section 29.27.1.2 (Liability Cap) of the Agreement adding another exception to the limitations of liability and exclusions of certain damages that provides: “Damages determined to be caused by a Rejected Key Subcontractor.”

2.1.4. Subcontracting Requirements for Subprocessors

As to Key Subcontractors that provides storage, networking, and computing processing capability to Contractor in connection with County Information, excluding Key Subcontractors that both (i) provide and host a discrete SaaS service that adds specific functionality (e.g., payment processing, customer support ticketing, etc.), and (ii) do not otherwise host County Information as part of the Services (each, a “**Subprocessor**”):

- (A) Contractor’s notice to enter into the subcontract as set forth in Section 2.1.3(A) shall additionally include:
 - (1) a description, with diagrams as applicable, of the security architecture and environment (e.g., single tenant/multi-tenant) between County, Contractor, and the Subprocessor.
- (B) Contractor shall only use Subprocessors that are generally deemed by organizations similar in size to County to be within the same tier of providers as Amazon Web Services (AWS), Google Cloud Platform (GCP) and Microsoft Azure in terms of level of experience, size of customers supported, and privacy and security standards and safeguards as those factors relate to their subprocessing line of service.

- (C) Contractor agrees, represents, and warrants that, as to any Subprocessor that Contractor uses: Contractor and such Subprocessor will have entered into and shall remain parties to a legally binding contract that includes the following terms, and Subprocessor and Contractor shall comply with the following terms:
 - (1) an obligation for the Subprocessor to comply with (i) all applicable federal, state, and local laws, rules, regulations, and ordinances in the Subprocessor’s performance of the contract between the Subprocessor and Contractor; and (ii) all provisions required by such laws, rules, regulations, and ordinances to be included in the contract between the Subprocessor and Contractor; and
 - (2) a business associate agreement between the Subprocessor and Contractor that complies with all applicable Privacy and Security Laws.
- (D) The Subprocessor is and shall remain qualified to provide the storage, networking, and computing infrastructure that Contractor uses from the Subprocessor to facilitate Contractor’s performance of Hosting Services under the Agreement.
- (E) The Subprocessor is and shall remain solely liable and responsible for any and all of its taxes, payments, and compensation, including compensation to its employees.
- (F) No pass-through terms or conditions from the Subprocessor shall apply to County.
- (G) Contractor’s performance of Hosting Services using the Subprocessor shall comply with all terms under the Agreement applicable to the Hosting Services, including Exhibits K (Information Security Requirements) and M (Additional Hosting Services Terms and Conditions).
- (H) Any breach by the Subprocessor of Contractor’s obligations under the Agreement, including Contractor’s Hosting Services obligations applicable to data centers, will be treated as a breach by Contractor under the Agreement, and in the event of any such breach by a Subprocessor, and without limiting County’s other rights under the Agreement, County shall have its termination rights under the Agreement.
- (I) Contractor acknowledges that County’s ability to debar Contractor pursuant to the terms under Section 30.4 (Contractor Responsibility and Debarment) applies even if the reason for Contractor’s being determined by County to be a “non-responsible contractor” under Section 30.4 (Contractor Responsibility and Debarment) results in whole or in part from Contractor’s use of storage, networking, or computing resources from a Subprocessor. Furthermore, if County has a right to debar a Subprocessor under Chapter 2.202 of the County Code, Contractor acknowledges and agrees that nothing under this Agreement diminishes that right.

2.1.5. Subcontracting Requirements for Subprocessors and Key Subcontractors With Access to County Information

As to any Key Subcontractor that is (i) a Subprocessor, or (ii) that may have access to County Information:

- (A) Contractor will perform a vendor risk assessment prior to using the Key Subcontractor as follows:
 - (1) Contractor will update County’s then-current security questionnaire as to the Key Subcontractor; and
 - (2) Contractor will perform its own internal vendor risk assessment according to its standard processes that include verification of conformance with ISO 27001, NIST SP 800-53, HITRUST, SOC 2 Type 2, or similar industry standards.
- (B) Contractor will at all times maintain the following certifications, including in connection with its use of such Key Subcontractors:
 - (1) ISO 27001 (or its successor standard); or
 - (2) NIST SP 800-53 (or its successor standard); or
 - (3) HITRUST (or its successor standard); or
 - (4) SOC 2 Type 2 (or its successor standard); or

(5) similar industry standards.

Contractor will provide a list to County of the Key Subcontractor's then-current security certifications, which Contractor shall ensure are maintained by the Key Subcontractor on an ongoing basis throughout the period that Contractor uses such Key Subcontractor in connection with County Information.

Contractor's written notice to enter into the subcontract as set forth in Section 2.1.3(A) shall additionally include: the vendor risk assessment as described in Section 2.1.5(A), above; and the list of the Key Subcontractor's security certifications as described in Section 2.1.5(B), above.

(C) Contractor agrees, represents, and warrants that, as to any such Key Subcontractor that Contractor uses:

- (1) Contractor shall be responsible for data encryption both in transit and at rest as to all County Information on the systems or networks of Contractor, its Key Subcontractors (and, for clarity, excluding on-premises Licensed Software or the on-premises components of Hosting Services, in each case where "on-premises" refers to County premises); Contractor's encryption of County Information will render all County Information unusable, unreadable, or indecipherable to unauthorized individuals pursuant to the breach notification "safe harbor" requirements under the Privacy and Security Laws, including the HIPAA standards set forth in 45 C.F.R. § 164.402(2) and the Office for Civil Right's "Guidance to Render Unsecured Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals" (see <https://www.hhs.gov/hipaa/for-professionals/breach-notification/guidance/index.html>); Contractor will retain and secure all data encryption keys; and the Key Subcontractor will not have access to the encryption keys applicable to County Information;
- (2) The Key Subcontractor shall have no means of accessing or viewing County Information except as provided in Exhibit X (County Information Use Exhibit);
- (3) As to County Information, Contractor has not and will not contract for or otherwise permit the Key Subcontractor to perform analytics or any other task or service which requires or enables the Key Subcontractor to access or view County Information, except as provided in Exhibit X (County Information Use Exhibit). This Section 2.1.5(C)(3) shall not prevent Contractor from contracting for or otherwise permitting Key Subcontractors to perform analytics and other activities to the extent that such analytics and activities are performed on encrypted County Information, and do not require or enable Key Subcontractors to access or view County Information (e.g., site performance analytics); and
- (4) No County Information shall be transmitted or stored outside of the United States in connection with Contractor's use of the Key Subcontractor, except to the entities/remote workers Approved in Exhibit Z (County-Approved Entities and Countries).

2.1.6. Subcontracting Requirements for Non-Subprocessor Key Subcontractors

As to any Key Subcontractor that is not a Subprocessor:

- (A) Contractor's notice to enter into the subcontract as set forth in Section 2.1.3(A) shall additionally include:
- (1) Confidentiality provisions applicable to the proposed Key Subcontractor's officers, employees, and agents, which would be incorporated into the subcontract;
 - (2) A summary of key terms of the proposed subcontract agreement, which shall, at a minimum:
 - (a) include representations and warranties by the Key Subcontractor that the Key Subcontractor (i) is qualified to perform the work for which Key Subcontractor has been hired; (ii) maintains appropriate insurance types with appropriate amounts of coverage in relation to the services being provided to Contractor; and (iii) is solely liable and responsible for any and all of its taxes, payments, and compensation, including compensation to its employees;

- (b) include (i) Exhibit Q (Confidentiality Agreement) or equal or better terms sufficient for Contractor to satisfy its obligations under the Agreement; (ii) Exhibit F (Business Associate Agreement) or equal or better terms sufficient for Contractor to satisfy its obligations under the Agreement; and (iii) any other standard County required agreements, forms, and provisions, some of which may need to be executed by the proposed Key Subcontractor and Contractor, as applicable;
 - (3) Unless otherwise waived by County, written confirmation that the proposed Key Subcontractor maintains the minimum appropriate insurance types with appropriate amounts of coverage in relation to the services being provided to Contractor; and
 - (4) Other pertinent information and/or certifications requested by County.
- (B) In the event that Contractor provides notice for the use of any Key Subcontractor as set forth in Section 2.1.3(A), for each such subcontract entered into by Contractor, Contractor shall deliver to the County Project Director, immediately after the effective date of the subcontract but in no event later than the date any work is performed under the subcontract:
- (1) A summary of key terms of each subcontract entered into by Contractor;
 - (2) An executed version of **“County’s Confidentiality Agreement”** and **“County’s Business Associate Agreement”** (or **“County’s BAA”**) for each Key Subcontractor, or written certification from Contractor that Contractor’s existing agreement with the Key Subcontractor contains equal or better terms sufficient for Contractor to satisfy its obligations under the Agreement; and
 - (3) Unless otherwise waived by County, certificates of insurance which establish that the Key Subcontractor maintains appropriate insurance types with appropriate amounts of coverage in relation to the services being provided to Contractor or written certification from Contractor that the Key Subcontractor has provided Contractor with proof of such coverage.
- (C) Except as set forth in Section 2.1.8 (Pass-Through Terms), no pass-through terms or conditions from the Key Subcontractor shall apply to County.
- (D) County’s Approval of any subcontracting shall not waive County’s right to prior and continuing Approval of any and all personnel, including Key Subcontractor employees, providing Services under this Agreement.

Further, in the event that County provides its Approval as to any Key Subcontractor, such Approval shall be subject to County’s right to rescind such Approval, in whole or in part, of the subcontract at any time upon written notice to Contractor when such Key Subcontractor is in material breach of its subcontract or this Agreement; provided that such right to rescind under this Section 2.1.6(D) shall not apply to the Approvals of Dolbey , Nuance (as a Key Subcontractor), or Accenture (as a Key Subcontractor), as County’s rights as to Dolbey, Nuance, and Accenture will be governed by the Agreement and their individual subcontracts with the then-current Contractor. Nuance, Dolbey, and Accenture must sign the County subcontractor agreements applicable to each of them as Key Subcontractors as set forth in Exhibit AA (Subcontractor Agreement Between Accenture (as Prime) and Nuance), Exhibit BB (Subcontractor Agreement Between Prime Contractor and Dolbey), and Exhibit CC (Subcontractor Agreement Between Nuance (as Prime) and Accenture). In the event County rescinds its Approval of a use of a Key Subcontractor as provided in this paragraph, County shall provide written notice of its objection to such Key Subcontractor in accordance with Section 2.1.3(D) and the Parties shall follow the process for County’s rejection of a Key Subcontractor set forth therein. Notwithstanding the foregoing, in the event that County bases its rescission on a finding that: (i) Contractor’s use of the Key Subcontractor presents a material privacy or security risk to County, including to any County Information, which Contractor cannot remove or satisfactorily mitigate; or (ii) Contractor’s use of the Key Subcontractor presents a material risk to Contractor’s delivery or County’s use of the Services, which Contractor cannot remove or satisfactorily mitigate, then County shall have the right to require Contractor to terminate, in whole or in part, such Key Subcontractor’s subcontract upon written notice to Contractor. County shall not be liable or responsible in any way to Contractor, to any Key Subcontractor, or to any officers, employees, or agents of Contractor or any Key Subcontractor, for any

claims, demands, damages, liabilities, losses, costs, or expenses, including, but not limited to, defense costs and legal, accounting, and other expert, consulting, or professional fees, in any way arising from or related to County's exercise of such right.

- (E) Notwithstanding County's Approval of any subcontracting, Contractor shall be jointly and severally liable with each Key Subcontractor for any breach by any Key Subcontractor of this Agreement, the County's Confidentiality Agreement, or the County's BAA.

2.1.7. Additional Terms Applicable to All Subcontractors (Including Key Subcontractors)

As to all subcontractors:

- (A) Subject to and in addition to the provisions of Section 23 (Indemnification), Contractor shall indemnify, defend, and hold harmless County, its officers, employees and agents, from and against any and all third-party claims, demands, liabilities, damages, costs and expenses, including, but not limited to, defense costs and legal, accounting, or other expert, consulting, or professional fees in any way arising from or related to Contractor's use of any subcontractor, including, without limitation, any officers, employees, or agents of any subcontractor, in the same manner as required for Contractor, its officers, employees, and agents, under this Agreement.
- (B) Notwithstanding County's Approval of any subcontracting or Contractor's ability to use any subcontractor without County's Approval, Contractor shall remain fully responsible for any and all performance required of it under this Agreement, including that which Contractor has determined to subcontract, including, but not limited to, the obligation to properly supervise, coordinate, and perform all work required under this Agreement. All subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. Furthermore, County Approval of any subcontract shall not be construed to limit in any way Contractor's performance, obligations, or responsibilities to County, nor shall such Approval limit in any way County's rights or remedies contained in this Agreement. Additionally, County's Approval of any subcontract shall not be construed in any way to constitute the determination of the allowableness or appropriateness of any cost or payment under this Agreement.
- (C) Notwithstanding County's Approval of any subcontracting or Contractor's ability to use any subcontractor without County's Approval, Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors, and their officers, employees, agents, and successors in interest, for any Services performed by subcontractors under this Agreement.
- (D) Notwithstanding County's Approval of any subcontracting or Contractor's ability to use any subcontractor without County's Approval, (i) Contractor shall be and remain fully responsible and liable for all acts and omissions of its subcontractors, including any work performed by any subcontractors, as if such acts or omissions were those of Contractor itself under the Agreement; and (ii) County is not responsible for breach of contract or payment with any subcontractor of the Contractor.

2.1.8. Pass-Through Terms

Except as set forth in Exhibit DD (Pass-Through Terms), no pass-through terms or conditions from any Key Subcontractor or any third party shall apply to County. Notwithstanding anything to the contrary under this Agreement: (i) no terms in Exhibit DD (Pass-Through Terms) shall limit the rights of County to Use the Licensed Software and Documentation as provided in Section 3.1 (License Grant), including as set forth in Section 3.1.3 (County's Use in Excess of License Limitations); and (ii) nothing in Exhibit DD (Pass-Through Terms) limits, releases, or modifies any rights of County against Contractor or obligations of Contractor to County as set forth in this Agreement.

2.2. County

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

2.3. County Designee

Any third-party outsourcing vendor, contractor, agent, or other person or entity designated by County in writing (the “**County Designee**”) shall be entitled to perform any responsibilities, obligations, or other provisions attributed to County under this Agreement. Contractor shall fully cooperate, communicate, coordinate with, and respond to all the requests of the County Designee, and Contractor will provide the County Designee with the appropriate information in the possession of Contractor relating to the Services. Contractor shall be entitled to reasonably rely on the County Designee, provided, however, that County’s written Approval shall be required for any work effort requested by a County Designee that may result in additional costs to County. County shall be entitled to amend and/or terminate its use of the County Designee at any time upon advance notice to Contractor. County will require each County Designee to enter into an agreement containing appropriate confidentiality and non-use provisions with respect to Contractor Information. County shall remain responsible to Contractor for any and all performance required under this Agreement by the County Designee. County shall be entitled to provide the County Designee with Contractor Information as required for the County Designee to provide its services to County pursuant to this Section 2.3 (County Designee).

3. LICENSED SOFTWARE

3.1. License Grant

3.1.1. Scope of License

Subject to the terms and conditions of this Agreement, Contractor grants to County a worldwide, non-exclusive, transferable (as provided in Section 29.16.2 (Assignment by County)), term license (for the period beginning as of the Effective Date and ending as of the termination or expiration of the Support Term, including any extension Approved by an Amendment, and any applicable termination transition Services provided as described in Section 27.7 (Termination Transition Services), and subject to any rights to the Dolbey Source Materials granted under Section 4 (Escrow of Source Materials)) to Use the Licensed Software and Documentation (as defined in Section 3.3 (Documentation) below) for County’s business purposes and activities (hereinafter “**License**”). For the purposes of this Section 3 (Licensed Software), the term “**Use**” as it applies to Licensed Software means to copy, install, access, execute, operate, distribute, archive and run the Licensed Software for installation, test, development, production, transaction processing, data transmission and exchange, support, archival, emergency restart, and disaster recovery purposes. Without limitation of the above, County’s business purposes and activities will include making the Licensed Software and Documentation available to all users of County’s EHR System (including EHR System users who are County employees in County departments other than DHS and EHR System users who are not County employees), and to County finance users, physicians, and other health care facilities, to facilitate the use and the expansion of the DCCDIS, and access to Federal, State, and local agencies. County may also provide access to business partners (but not use for their internal operations) only as necessary to conduct their business with County.

3.1.2. License Restrictions

The Licensed Software shall not in any way be disassembled, decompiled or reverse engineered, nor shall any attempt to do the same be undertaken or knowingly permitted by County, except to the extent permitted by applicable law or authorized by Contractor.

3.1.3. County’s Use in Excess of License Limitations

In the event that parts of the Licensed Software are licensed on a limited basis (e.g., licensed on a per user, server, CPU, named user basis) and County Uses the Licensed Software in excess of such limited basis, Contractor’s sole and exclusive remedy and County’s sole and exclusive liability shall be payment of the license fees attributable to the excess Use at fees that are at least as favorable as the rates originally paid hereunder by County. For the avoidance of doubt, as of the Effective Date of the Agreement, there are no parts of the Licensed Software that are licensed on a limited basis (e.g., licensed on a per user, server, CPU, named user basis). Pursuant to Exhibit C (Fees; Contractor Professional Services Rates), all Licensed Software licensed to County as of the Effective Date shall be provided by Contractor on an enterprise basis subject only to fee increases in connection with Approved Physical Growth Events.

3.2. Revisions

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

3.3. Documentation

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

3.4. Medical Care Responsibility

COUNTY AGREES THAT CONTRACTOR IS NOT PROVIDING MEDICAL PRACTICE ADVICE, AND THAT COUNTY AND EACH AUTHORIZED USER WILL CONSULT WITH AND RELY EXCLUSIVELY ON ITS OWN PHYSICIANS OR OTHER MEDICAL DIRECTION FOR REVIEW, NECESSARY REVISIONS AND APPROVAL OF ANY AND ALL SUCH MEDICAL-PRACTICE-RELATED CONTENT, RESULTS OR OUTPUT. CONTRACTOR ASSUMES NO RESPONSIBILITY FOR ANY OF THE FOREGOING.

4. ESCROW OF SOURCE MATERIALS

4.1. Escrow Agent and Release Conditions

Contractor has deposited a copy of the Source Material for the on-premise Licensed Software provided by Dolbey with, InnovaSafe, Inc. a software escrow agent (the "**Escrow Agent**"), located at 28212 Kelly Johnson Parkway, Suite 105, Valencia, California, 91355 (the "**Escrow**") pursuant to a written escrow agreement ("**Escrow Agreement**"). A copy of the Escrow Agreement shall be incorporated by reference into this Agreement as Exhibit P (Escrow Agreement). Contractor shall continually update the Source Material by promptly depositing in the Escrow each new Revision of the Licensed Software. Contractor's duty to update the Source Material shall continue through the Support Term or until County ceases obtaining Support Services from Contractor, whichever is later. The Source Material will be held in the Escrow. The events upon which County shall have access to the Source Material shall include (collectively the "**Release Conditions**"):

- (A) the insolvency of Contractor;
- (B) the making of a general assignment by Contractor for the benefit of its creditors or a filing of a voluntary or involuntary petition in bankruptcy by or against Contractor that is not dismissed within thirty (30) days of the filing thereof;

- (C) as set forth in Section 5 (Bankruptcy and Liquidation);
- (D) in the event Contractor ceases to maintain or support the Licensed Software for reasons other than County's failure to pay for, or election not to receive, Contractor's Support Services, and no other qualified entity has assumed the obligation to maintain and support the Licensed Software;
- (E) termination of this Agreement by County for breach by Contractor; and
- (F) any other release conditions that may be specified under the Escrow Agreement.

If a Release Condition occurs, County may hire Contractor Personnel to assist County with using and understanding the Source Material without being subject to Section 29.20 (Prohibition Against Inducement or Persuasion).

4.2. Natural Degeneration

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

4.3. Use of Source Material

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

4.4. Proprietary Rights

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

4.5. County's Right to Verify Source Material

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

4.6. Amendment of Escrow Agreement

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

Agreement to be amended to remove such conflict in favor of the conditions specified in this Section 4 (Escrow of Source Materials).

4.7. Escrow Maintenance Fees

There shall be no charge to County for the maintenance of the Escrow for the purpose of this Agreement.

5. BANKRUPTCY AND LIQUIDATION

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

- (A) In the event of a rejection of this Agreement or any agreement supplementary hereto, County shall be permitted to retain and use any back-up or archival copies of the Licensed Software under this Agreement for the purpose of enabling it to mitigate damages caused to County because of the rejection of this Agreement;
- (B) In the event of a rejection of this Agreement or any agreement supplementary hereto, County may elect to retain its rights under this Agreement or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code. Upon written request of County to, as applicable, Contractor or the bankruptcy trustee or receiver, Contractor or such bankruptcy trustee or receiver shall not interfere with the rights of County as County as provided in this Agreement or in any agreement supplementary hereto to obtain the Source Material(s) for the on-premise Licensed Software provided by Dolbey from the bankruptcy trustee or from a third-party escrow agent and shall, if requested, cause a copy of such Source Material(s) to be available to County; and
- (C) In the event of a rejection of this Agreement or any agreement supplementary hereto, County may retain its rights under this Agreement or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code without prejudice to any of its rights under Section 503(b) of the Bankruptcy Code.

6. CONTINUOUS LICENSED SOFTWARE SUPPORT

6.1. Successor Events and Replacement Products

If Contractor assigns this Agreement, is acquired, or is otherwise controlled by another individual or entity, or a decision is made to no longer support the Licensed Software to at least the same level that Contractor supported the Licensed Software as of the Effective Date, (collectively referred to as a “**Successor Event**”), Contractor or Contractor’s assignee or successor shall provide Support Services in accordance with this Agreement for at least five (5) years following the Successor Event or the end of the Term, whichever occurs first, unless otherwise agreed to in writing by County. Provided that the Term is still in effect, after such five (5) years, or, if subsequent to the Successor Event, the Licensed Software is not supported to at least the same level that Contractor supported the Licensed Software prior to the Successor Event, because, for example, Contractor’s assignee or successor chooses to support other products with similar functions or does not otherwise properly staff the support for the Licensed Software, County, at its sole option, may elect to transfer the License to the Licensed Software, without cost or penalty, to another similar product (“**Replacement Product**”) within Contractor or Contractor’s assignee’s or successor’s product offering. For purposes of this Section 6 (Continuous Licensed Software Support), the term “controlled” shall mean the legal right to elect a majority of the directors of a corporation or similar officers of any other entity or to determine an entity’s general management policies through contract or otherwise. The assignee or successor, by

taking benefit (including acceptance of any payment under this Agreement) ratifies this Agreement. All terms and conditions of this Agreement shall continue in full force and effect for the Replacement Product. In addition, the following terms and conditions shall apply if County elects to transfer the License to a Replacement Product:

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

6.2. Replacement Product (CDE One)

In addition to Section 6.1 (Successor Events and Replacement Products), should Nuance stop supporting, cease selling, or announce the discontinuance of the CACDI Solution (CDE One) during the Term, then, upon the first of those events to occur, County may elect to receive a replacement for the CACDI Solution ("**New CACDI Product**") as a Replacement Product at no additional costs (beyond those set forth in Exhibit C (Fees; Contractor Professional Services Rates) as of the Effective Date for the CACDI Solution) for:

- (i) license, service, and/or maintenance and support fees; and
- (ii) implementation services as to the New CACDI Product in a manner paralleling the implementation of the CACDI Solution at County;

The following terms shall additionally apply if County elects to receive a New CACDI Product as a Replacement Product:

- (A) Contractor shall provide to County reasonable training for purposes of learning the New CACDI Product at no cost to County;
- (B) All license terms and conditions shall remain as granted herein as to the CACDI Solution (except as to changes necessary to accommodate the platform used to delivered to County (e.g., on-premises versus SaaS), with no additional fees imposed on County; and
- (C) The definition of Licensed Software shall then mean and include the New CACDI Product.

If Dolbey has an equivalent product to the CACDI Solution at the time of County's election of a New CACDI Product under this Section 6.2 (Replacement Product (CDE One)), County will have the option to either decline to proceed with a New CACDI Product altogether, or proceed with the Dolbey product as the New CACDI Product provided that the Dolbey product delivers substantially equivalent functionality to CDE One at the time County makes its decision under this Section 6.2 (Replacement Product (CDE One)).

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

Contractor shall identify all Third-Party Intellectual Property, if any, in Exhibit B (Licensed Software) or the applicable Statement of Work. Such identification shall include, at a minimum, the following information: (i) the nature of the Third-Party Intellectual Property; (ii) the owner of the Third-Party Intellectual Property; (iii) Contractor's authority

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

8. HARDWARE

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

9. SERVICES AND DELIVERABLES

9.1. Services

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

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

9.2. New Statement(s) of Work

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

9.3. Project Work Plan and Project Schedule

9.3.1. Project Work Plan and Project Schedule

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

- (A) Deliverable number;
- (B) Description;
- (C) Due date;
- (D) Associated Deliverable;

- (E) Milestone; and
- (F) Any other items required by County under this Agreement.

9.3.2. Key Deliverables

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

9.4. Implementation Services

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

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

9.5. Knowledge Transfer and Training

The Services shall include all knowledge transfer and training activities as set forth in Exhibit I (Knowledge Transfer). Each month, as part of a formal monthly review, Contractor will report on progress towards completion of the knowledge transfer and training goals. Contractor shall provide to County, as part of the knowledge transfer and training, ongoing access to the computer-based training course material relating to the Services, as provided in Exhibit I (Knowledge Transfer) and Task 5 (Training) of Section 5.4 (Detailed SOW Tasks) of Exhibit A.1 (Data Capture and Clinical Documentation Improvement System Statement of Work). This training material shall be made available for County training purposes.

As part of the knowledge transfer and training activities, Contractor shall provide training to County and its personnel, either remotely or at a location or locations to be mutually agreed, as set forth in the applicable Statement(s) of Work, at no additional charge to County. In addition, County may participate, at no additional charge, in any training seminars that may be held, at Contractor's discretion, for the benefit of all licensees.

9.6. Interfaces

Contractor acknowledges and agrees that County may Interface, integrate, and use the DCCDIS with other systems owned or licensed by or for County or a third party, or as otherwise benefits County, so as to permit those systems to Interoperate, whether by use of calls, exchange of data, link editing, or otherwise. In addition to the Interface requirements as set forth in Exhibit L (Interfaces), Contractor shall make applicable application program interfaces ("API") that Contractor makes Generally Available to its other clients available for County's use (including, as appropriate, third parties creating an Interface) at no additional charge. Contractor shall not obtain any ownership

interest in those other systems merely because they were Interfaced, integrated, or used with the DCCDIS. Contractor shall be responsible for developing and delivering (i) all Interfaces as described in Exhibit L (Interfaces) as part of the Services, and (ii) the Interfaces, if any, identified in a Statement(s) of Work at no additional cost to County beyond the applicable cost in each Statement of Work. All such required Interfaces shall be part of the Deliverables to be provided by Contractor.

9.7. Support Services

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

9.7.1. Support Responsibilities

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

- (A) Correct any failure of the Licensed Software, Services, and Deliverables to perform in accordance with the Specifications, including without limitation, defect repair, programming corrections, and remedial programming, and provide such services and repairs required to maintain the Licensed Software, Services, and Deliverables so that they operate properly and in accordance with the Specifications;
- (B) Provide Support Services for, and respond to, Support Requests in accordance with Exhibit E (Service Levels and Performance Standards);
- (C) Provide telephone support Monday through Friday, from 9:00 AM to 5:00 PM PT;
- (D) Provide online access to technical support bulletins and other user and self-help support information and forums;
- (E) Conduct quarterly on-site support visits and reviews involving technical teams from both Parties to discuss Licensed Software support issues; and
- (F) Provide invitations for County personnel to attend and participate in, at no additional cost (excluding travel expenses) to County (i) all user conferences and trade shows relating to the Licensed Software, and (ii) any meetings of any user group that determines or influences Contractor’s priorities for development of future enhancements of the Licensed Software.

9.7.2. Contractor’s Revisions

Contractor may from time to time make material Revisions to the Licensed Software. In the event of such Revisions, (i) the new Revision of the Licensed Software will include at least the functionality, level, or quality of Services that County previously received and shall continue to comply with all of the requirements of this Agreement, and (ii) County shall be provided, at least sixty (60) days in advance of any such changes, written notice and a demonstration of such changes. If such advanced demonstration reveals material adverse effects on functionality or operation of the Licensed Software, including, but not limited to, a failure to comply with the requirements of this Agreement, or compatibility with County’s technical, business or regulatory requirements, including, without limitation, hardware, software, or browser configurations, then County may in its sole discretion reject such changes, and remain on the current Revision of the Licensed Software and continue to receive support and maintenance services as required hereunder until Contractor has demonstrated the material adverse effects in the Revision have been corrected and County is able to implement the Revision without substantial disruption to County’s operations. County shall be entitled to withhold support payments under Section 25 (Withhold Remedy) pending demonstrated correction of the issues identified. During the Support Term, County shall receive access to all new Revisions of the Licensed Software that Contractor makes available to its other licensees without additional charge as provided in Section 3.2 (Revisions) within thirty (30) days after their general availability. Notwithstanding the foregoing, Contractor represents, warrants, covenants, and agrees that throughout the Term of this Agreement, as to Licensed Software provided on-premises, Contractor shall provide Support Services for the current Version of Licensed Software and the most recent prior two (2) Versions.

9.7.3. Support Not to Be Withheld

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

9.7.4. No Removal of Data

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

9.8. Optional Work

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

9.8.1. New Software

Upon County's written request following Go-Live and mutual agreement, Contractor shall provide to County New Software as part of Optional Work in accordance with any applicable Change Order. Any enhancements and/or modifications to the Licensed Software Requirements resulting from New Software shall be incorporated into, and become part of, the Licensed Software Requirements in Exhibit A.3 (Licensed Software Requirements). Upon delivery by Contractor, and acceptance and Approval in writing by County in accordance with the terms of this Agreement, of such New Software, Exhibit C.1 (Optional Work) shall be updated accordingly to add such delivered New Software via a Change Notice or by an Amendment, in each case, in accordance with Section 13 (Changes to Agreement).

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

9.8.2. Professional Services

Upon County's written request, Contractor shall provide to County Professional Services as part of Optional Work, including consulting services and/or additional training, in accordance with any applicable Change Order. Specifically, County may from time to time, during the Term of this Agreement, submit to Contractor for Contractor's review written requests for Professional Services, including consulting services and/or additional training, for services not included in Implementation Services. County may require that Professional Services be provided on a (i) fixed fee basis, (ii) not to exceed basis, (iii) time and materials basis, or (iv) a combination of the foregoing. In response to County's request, Contractor shall submit to County for Approval a Statement of Work describing the particular Professional Services and providing a response consistent with the payment method required by County to provide such Professional Services, calculated based on the Fixed Hourly Rate and other pricing terms set forth in Exhibit C (Fees; Contractor Professional Services Rates) and elsewhere in the Agreement. County and Contractor shall agree on the Change Order developed using the Statement of Work, which shall at a minimum include the tasks and Deliverables to be performed, Acceptance Tests, as applicable, and the pricing for such Professional Services. Any enhancements and/or modifications to the Licensed Software Requirements resulting from Professional Services shall be incorporated into, and become part of, the Licensed Software Requirements. Upon completion by Contractor, and acceptance and Approval in writing by County in accordance with the terms of this Agreement, of such Professional Services, Exhibit C.1 (Optional Work) shall be updated accordingly to add such delivered Professional Services via a Change Notice or by an Amendment, in each case, in accordance with Section 13 (Changes to Agreement).

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

9.9. Time

Time is of the essence with regard to Contractor's performance of the Services as it relates to Key Milestones.

9.10. Contractor Access to County Facilities

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

- (A) Contractor is responsible to ensure that Contractor Personnel have obtained a County ID badge before they are assigned to work in a County facility. Contractor Personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.
- (B) Contractor Personnel shall return the ID badge of the Contractor Personnel to County upon leaving County's facility, and a replacement will be obtained at the cost of Contractor each day that is necessary.
- (C) If County requests the removal of Contractor Personnel, Contractor shall retrieve and return the ID badge of the Contractor Personnel to County on the next Business Day after the Contractor Personnel has been removed from working under this Agreement.

9.11. Damage to County Facilities

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

9.12. Unapproved Work

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

9.13. Approval of Key Deliverables

All Key Deliverables provided by Contractor under this Agreement must have the written Approval of the County Project Director as described in this Section 9.13 (Approval of Key Deliverables). Upon completion of each Key Deliverable, Contractor shall fully complete a Key Deliverable Acceptance Certificate (hereinafter "**Acceptance Certificate**"), as set forth in Exhibit A.4 (Acceptance Certificate), submit it to the County Project Director for his/her review, Approval, and signature. County Project Director or designee shall timely review Key Deliverables. If County has not provided timely review of a Key Deliverable, Contractor shall have the right to immediately escalate County's delay to DHS'S Chief Information Office" ("**CIO**") in writing. In the event that the County Project Director Approves such Acceptance Certificate and the Services described therein, the County Project Director will then sign such Acceptance Certificate and forward it to the County Project Director for his/her review, Approval, and signature. Each Acceptance Certificate must have the Approval of the County Project Director, as evidenced by the County Project Director's signature on the applicable Acceptance Certificate before Contractor can invoice for payment. In the event the County Project Director or Contractor Project Director does not Approve the Acceptance Certificate,

the County Project Director or Contractor Project Director, as applicable, shall provide Contractor written notice identifying the reasons for non-Approval. In no event shall County be liable or responsible for any payment prior to such written Approval. Furthermore, County reserves the right to reject any Key Deliverable not Approved by County in accordance with this Section 9.13 (Approval of Key Deliverables).

9.14. Interfering Acts

Except as otherwise provided in Section 29.2 (Force Majeure), in the event of Contractor's non-performance of a specific obligation, Contractor shall be excused from its responsibility to perform such obligation under this Agreement if and only to the extent such non-performance of the specific obligation is caused primarily by (i) County's material breach of its obligations under the Agreement, or (ii) an act or omission of County that prevents or significantly impairs Contractor's ability to perform the obligation (collectively, "**Interfering Acts**"). Upon the occurrence of acts or omissions by County in breach of County's performance obligations under the Agreement which have been determined by Contractor to be likely to adversely impact its ability to deliver or meet such specific obligation, Contractor shall promptly, but in no event longer than three (3) days after Contractor knew or should have known of the occurrence, advise the County Project Director of such occurrence in writing and identify the reason for Contractor's inability to perform its obligation as a result of County's failure to perform its obligations under this Agreement. Nothing in the foregoing shall (a) relieve Contractor of any portion of liability arising from a breach of contract claim as to such failure to perform, (b) preclude County from asserting such failure by Contractor to perform an obligation under this Agreement as a basis for County to terminate the Agreement for cause if subsequently discovered facts demonstrate the failure was not caused by County's failure to perform its obligations under this Agreement, or (c) preclude County from asserting such failure by Contractor to perform an obligation under this Agreement as a basis for County to terminate the Agreement for cause if Contractor conduct, not caused by County's failure to perform its obligations under this Agreement, contributing to the failure is determined to be one of numerous breaches of Contractor's duties or obligations under the Agreement which in the aggregate are material.

10. PROJECT TEAM

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

11. SERVICE LEVELS

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

12. ACCEPTANCE

12.1. Acceptance Criteria

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

12.2. Acceptance Tests

When Contractor notifies County that the DCCDIS has been implemented as required under the relevant Statement(s) of Work or that a Service, Deliverable, or Milestone (if the Statement of Work provides for Milestones)

has been completed, County may, in its sole discretion, elect to test or evaluate the related DCCDIS, Deliverables, and/or Milestones to determine whether they comply in all material respects with the Acceptance Criteria and whether the DCCDIS, as a whole, is operating in accordance with the Specifications. Testing will be performed at various stages of the implementation as set forth in the Statement of Work, or as otherwise deemed appropriate by County.

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

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

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

12.3. Productive Use

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

12.4. Licensed Software Use

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

12.5. Final Acceptance

12.5.1. Conduct Performance Verification

Following successful transitioning of a DCCDIS Solution to a Production Environment, after each Go-Live event, County will monitor for Errors and Contractor shall maintain the DCCDIS Solution in Productive Use for a minimum of ninety (90) days. Upon occurrence of an Error, Contractor shall provide County with a diagnosis of the Error and proposed solution(s), and Contractor shall provide an Error Correction for all Errors (excluding for Class 4 Errors as categorized in Section 4.2.1 (Support Request Support Requests) of Exhibit E (Service Levels and Performance Standards)) pursuant to, and subject to, the provisions of this Agreement. County and Contractor shall agree upon each such proposed Error Correction to be used to correct an Error(s) prior to its implementation.

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

12.5.2. Performance Verification Report

Contractor shall provide to County a performance verification report, including supporting documentation that the DCCDIS complies with the Specifications under full production load (“**Performance Verification Report**”). Contractor

shall conduct a review with County at a meeting scheduled by County and provide any County-requested demonstrations of the Licensed Software and DCCDIS including:

- (A) Summary of activities, results, and outcomes;
- (B) Summary of each Error identified by Contractor or County. The summary shall include for each Error:
 - (1) Description of each Error and its root cause,
 - (2) Business processes, functions, and/or Interfaces impacted,
 - (3) Description of all potential risks to the DCCDIS and mitigation strategy for the DCCDIS,
 - (4) Corrective action plan, test scenarios, and implementation approach,
 - (5) Schedule for completion of each Error Correction and resources required or assigned,
 - (6) Status of each Error Correction,
 - (7) Date of completion of each Error Correction, and
 - (8) Date of the County Project Director's Approval of each Error Correction;
- (C) Summary of lessons learned; and
- (D) Recommendations for any improvements to the DCCDIS.

12.5.3. Final Acceptance

The DCCDIS shall achieve "**Final Acceptance**" when the County Project Director, or his/her designee, Approves in writing that, after the last "Go-Live" event, all Errors discovered during the ninety (90) day period following the successful transitioning of the DCCDIS to the Production Environment have been resolved with an Error Correction, even if such Error Correction occurred beyond the ninety (90) day period. Contractor shall provide the "**Certification of Performance Verification and Final Acceptance**," certifying that the DCCDIS complies with the Specifications and documenting the review with County under Section 12.5.2 (Performance Verification Report), including agenda, attendees, action items, and supporting documentation. If within one hundred and twenty (120) days of County receiving Contractor's completed Certification of Performance Verification Report, County has not provided a response to Contractor by either Approving Final Acceptance or identifying specific uncorrected Errors, Contractor shall have the right to immediately escalate County's delay to DHS'S CIO in writing.

12.6. Failed Testing

- (A) If the County Project Director makes a good faith determination at any time that the Licensed Software or the DCCDIS (as a whole, or any component thereof), Services, Deliverables, and/or Milestones has not successfully completed an Acceptance Test or has not achieved Final Acceptance (collectively referred to for purposes of this Section 12.6 (Failed Testing) as "**Designated Test**"), the County Project Director shall promptly notify Contractor in writing of such failure, specifying with as much detail as possible the manner in which the Licensed Software, Deliverables, Milestones, and/or the DCCDIS failed to pass the applicable Designated Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs, and modifications to the Licensed Software, Deliverables, Milestones, and/or the DCCDIS to prepare the Licensed Software, Deliverables, Milestones, and/or the DCCDIS to be ready for retesting. Contractor shall notify the County Project Director in writing when such corrections, repairs, and modifications have been completed, and the applicable Designated Test shall begin again. If, after the applicable Designated Test has been completed for a second time, the County Project Director makes a good faith determination that the Licensed Software, Deliverables, Milestones, and/or the DCCDIS again fails to pass the applicable Designated Test, the County Project Director shall promptly notify Contractor in writing, specifying with as much detail as possible the manner in which the Licensed Software, Deliverables, Milestones, and/or the DCCDIS failed to pass the applicable Designated Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs, and modifications to the Licensed Software, Deliverables, Milestones, and/or the

DCCDIS as will permit the Licensed Software, Deliverables, Milestones, and/or the DCCDIS to be ready for retesting.

- (B) Such procedure shall continue, subject to County's rights under Sections 14.3.2 (Credits to County) and 14.3.3 (Termination for Failure to Complete Key Deliverable) in the event Contractor fails to timely complete any Key Deliverable, until such time as County notifies Contractor in writing either: (i) of the successful completion of such Designated Test; or (ii) that County has concluded, subject to the Dispute Resolution Procedure, that satisfactory progress toward such successful completion of such Designated Test is not being made, in which latter event, County shall have the right to make a determination, which shall be binding and conclusive on Contractor, that a non-curable default has occurred, and to terminate this Agreement in accordance with Section 27.2 (Termination for Material Breach) on the basis of such non-curable default.
- (C) Such a termination by County may be, subject to the Dispute Resolution Procedure, as determined by County in its sole judgment: (i) a termination with respect to one or more of the components of the Licensed Software; (ii) a termination of the Statement(s) of Work relating to the Deliverables(s), Milestone(s), DCCDIS, and/or any component thereof that is (are) not performing or conforming as required herein; or (iii) if County believes the failure to pass the applicable Designated Test materially affects the functionality, performance, or desirability to County of the DCCDIS as a whole, the entire Agreement. In the event of a termination under this Section 12.6 (Failed Testing), County shall have the right to recover damages from Contractor in accordance with this Agreement for the Deliverables(s), Milestone(s), DCCDIS, and/or any component thereof as to which the termination applies. The foregoing is without prejudice to any other rights that may accrue to County or Contractor under the terms of this Agreement or by law.

12.7. Integration/Interfacing

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

13. CHANGES TO AGREEMENT

13.1. General

No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations, or conditions of this Agreement, except through the procedures set forth in this Section 13 (Changes to Agreement). County reserves the right to change any portion of the Services required under this Agreement and to change any other provisions of this Agreement. All such changes shall be accomplished only as provided in this Section 13 (Changes to Agreement).

13.2. Change Notices

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

13.3. Change Orders

For any financial change permissible under this Agreement which authorizes Contractor to incur any additional costs or expenses using Pool Dollars, a written change order ("**Change Order**") may be prepared and executed by the County Project Director or designee. The County Project Director or designee is specifically authorized to execute

Change Orders for expenditure of Pool Dollars for the acquisition of Optional Work under the Agreement. Any requests for the expenditure of Pool Dollars must be Approved in writing by the County Project Director or designee.

13.4. Amendments

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

13.5. Board Orders

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

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

13.6. Changes to the Project Schedule

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

13.7. Extensions of Time

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

13.8. New or Updated Licensed Software Modules

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

14. CONTRACT SUM

14.1. Maximum Contract Sum

The Contract Sum under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all the tasks, subtasks, Deliverables, goods, services, and other Services required or requested by County under and during the Term of this Agreement. The Contract Sum, including all applicable taxes, authorized by County hereunder shall not exceed one hundred forty million seven hundred twenty thousand four hundred eighty-three dollars (\$140,720,483), unless the Contract Sum is modified pursuant to a duly approved Amendment to this Agreement by County's and Contractor's authorized representative(s) pursuant to Section 13 (Changes to Agreement). The Contract Sum under this Agreement shall cover the authorized payments for all elements of the DCCDIS, including the Licensed Software, Hardware, and Services including, Implementation Services, Hosting Services, Support Services, and any Optional Work. The Contract Sum shall not be adjusted for any costs or expenses whatsoever of Contractor.

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Contract Sum authorized for this Agreement. Upon occurrence of this event, Contractor shall provide written notification to the County Project Director in accordance with Section 29.4 (Notices).

14.2. Licensed Software

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

14.3. Implementation Services

14.3.1. Implementation Fees

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

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

14.3.2. Credits to County

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

For each and every occasion upon which a Deliverable marked on the applicable Exhibit A.5 (Project Work Plan) as "Key" (hereinafter "**Key Deliverable**") has not been completed by Contractor within fifteen (15) days after the date scheduled for completion thereof as set forth in such Exhibit A.5 (Project Work Plan) (for each Key Deliverable, "**Due Date**"), other than as a result of delays caused by acts or omissions of County, and unless otherwise Approved in writing by the County Project Director or designee in his/her discretion, County shall be entitled to receive credit against any or all amounts due to Contractor under this Agreement or otherwise in the total amount of One Thousand Dollars (\$1,000) for each day after the Due Date that the Key Deliverable is not completed as a fair and reasonable estimate of the harm caused by the delay. All of the foregoing credits shall apply separately, and cumulatively, to each Key Deliverable in the Project Schedule.

A Key Deliverable shall be deemed completed for purposes of this Section 14.3.2 (Credits to County) and Section 14.3.3 (Termination for Failure to Complete Key Deliverable) on the earliest date that all of the tasks, subtasks, Deliverables, goods, services and other Services required for the completion of such Key Deliverable are completed and delivered to County, provided that (i) all of such tasks, subtasks, Deliverables, goods, and Services required for the completion of such Key Deliverable are thereafter Approved in writing by County pursuant to Section 9.13 (Approval of Key Deliverables), (ii) there has not been a prior rejection by County, and (iii) there has not been a significant delay in County's Approval thereof, which delay is the result of Contractor's failure to deliver such tasks, subtasks, Deliverables, goods, and Services in accordance with the terms hereof. For purposes of this Section 14.3.2 (Credits to County) and Section 14.3.3 (Termination for Failure to Complete Key Deliverable), the determination of whether a Key Deliverable has been so completed and is so Approved, and of the date upon which such Key Deliverable was completed, shall be made by the County Project Director as soon as practicable after County is informed by Contractor that such Key Deliverable has been completed and is given all the necessary information, data, and documentation to verify such completion. If Contractor identifies significant delays with County Approving the completion of Key Deliverables under this Section 14.3.2 (Credits to County), Contractor shall have the right to immediately escalate County's delay in writing to the County Project Director or DHS'S CIO or their designee.

14.3.3. Termination for Failure to Complete Key Deliverable

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

14.4. Support Services

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

There shall be no charge for Support Services until Final Acceptance occurs, or Final Acceptance for each phase of Licensed Software (to the extent phases are set forth in Exhibit C (Fees; Contractor Professional Services Rates)). Thereafter, Contractor shall invoice County for Support Services on a monthly basis, and County will pay the applicable monthly fees to Contractor in arrears. The monthly Support Services Fee shall be calculated as a portion of the Support Services Fees as specified in Exhibit C (Fees; Contractor Professional Services Rates). For the avoidance of doubt, there shall be no charge for Support Services until Final Acceptance. The Support Services Fees shall be fixed during the Initial Support Term of this Agreement.

14.5. Hardware

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

14.6. Implementing Optional Work

14.6.1. New Software

During the Support Term, if New Software is subsequently made Generally Available to any of Contractor's other clients, County shall have the option to obtain such New Software at a price pursuant to the discount percentage set forth in Section 2.4 (Financial Change Order for Optional Work and Discounts) of Exhibit C (Fees; Contractor Professional Services Rates).

14.6.2. Professional Services

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

- (A) Fixed Fee or Not to Exceed. In the event that the Parties agree that Contractor shall perform the Professional Services on either a fixed fee or not to exceed basis, the applicable Statement of Work shall include an estimated percentage allocation of the fixed fee or not to exceed amount for each Milestone. Contractor shall not perform Professional Services in excess of the fee amount allocated to a Milestone in the Statement of Work without first obtaining prior County written Approval to exceed the fee amount allocated to the Milestone in the Statement of Work. If Contractor provides Professional Services in excess of the fee amount allocated to a Milestone in the Statement of Work without first obtaining prior County written Approval, such Professional Services shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County therefor (it being understood by the Parties that Contractor shall have no obligation to continue to provide such gratuitous Professional Services unless Approved by County in writing in which case County shall compensate Contractor in accordance with this Agreement).
- (B) Time and Materials. In the event that the Parties agree that Contractor shall perform the Professional Services on a time and materials basis, the applicable Statement of Work shall include a fee estimate. In the event it is anticipated that the fee estimate provided in such Statement of Work ("**Contractor Professional Services Fee Projection**") will be exceeded, Contractor will provide written notice to County in advance of incurring such excess cost. In the event Contractor does provide County with advance notice of an overrun of the Contractor Professional Services Fee Projection and County elects to proceed, any amounts incurred in excess of the Contractor Professional Services Fee Projection will be considered a "**Project Overrun.**" In the event Contractor does not provide County with advance notice of a Project Overrun, Contractor shall be solely responsible for the Project Overrun. Project Overruns shall be accounted for upon the earlier of the completion of the applicable Statement of Work or the expiration or termination of this Agreement. Prior to such accounting, Contractor and County agree to assume that both Parties are equally at fault and will share equally of the Project Overrun. If, as part of the Dispute Resolution Procedure, either Party is determined to be the primary cause of a Project Overrun, costs will be shared as follows:
- (1) If Contractor, or any party other than County which Contractor has subcontracted to perform services or tasks, is determined to be the primary cause of the Project Overrun, Contractor shall be responsible for seventy-five percent (75%) of the Project Overrun. To the extent County has paid fees to Contractor as to such Project Overrun under the equal sharing provision above, such amounts paid in excess of the Project Overrun share allocated under this subpart shall be refunded to County by Contractor.

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

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

14.7. All Fees Stated

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

15. INVOICES AND PAYMENTS

15.1. Invoices

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

15.1.1. Submission of Invoices

Contractor’s invoices shall include the charges owed to Contractor by County under the terms of this Agreement as provided in Exhibit C (Fees; Contractor Professional Services Rates). All invoices and supporting documents under this Agreement shall be submitted to the County Project Director or designee in accordance with Section 29.4 (Notices), with copies to County Finance.

15.1.2. Invoice Details

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

- (A) Agreement name and number;
- (B) The tasks, subtasks, Deliverables, goods, services, or other Services for which payment is claimed, including Implementation Services Deliverables and Optional Work (for the Exhibit A.1 (Data Capture and Clinical Documentation Improvement System Statement of Work) and Optional Work Services);
- (C) The price of such tasks, subtasks, Deliverables, goods, services, or other Services calculated based on the pricing terms set forth in Exhibit C (Fees; Contractor Professional Services Rates) or any Change Order, as applicable;
- (D) As to Implementation Services, the date of written Approval of the tasks, subtasks, Deliverables, goods, services, or other Services by the County Project Director (for the Exhibit A.1 (Data Capture and Clinical Documentation Improvement System Statement of Work) and Optional Work Services);
- (E) Indication of any applicable withhold for payments claimed or reversals thereof;

- (F) Indication of any applicable credits due County under the terms of this Agreement or reversals thereof;
- (G) As to Implementation Services, a copy of all applicable Acceptance Certificates signed by the County Project Director (for the Exhibit A.1 (Data Capture and Clinical Documentation Improvement System Statement of Work) and Optional Work Services); and
- (H) Any other information reasonably required by the County Project Director to facilitate or enable the payment of an invoice.

15.1.3. Approval of Invoices

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

15.1.4. Invoice Discrepancies

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

All correspondence to County relating to invoice discrepancies shall be sent by email, followed by hard copy, directly to the County Project Director with a copy to DHS Finance or designee in accordance with Section 29.4 (Notices).

15.2. Delivery of Licensed Software

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

Any Licensed Software and Documentation provided or delivered by Contractor to County in a tangible format for Contractor Personnel to load and leave with the Licensed Software and Documentation shall be FOB destination. The Contract Sum shown in Section 14.1 (Maximum Contract Sum) includes all amounts necessary for County to reimburse Contractor for all transportation and related insurance charges, if any, on Licensed Software and Documentation procured by County from Contractor pursuant to this Agreement. All transportation and related insurance charges, if any, shall be paid directly by Contractor to the applicable carrier. Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County from, any and all such transportation and related insurance charges.

In the event Licensed Software or Documentation is provided or delivered by Contractor to County in a tangible format, Contractor shall bear the full risk of loss due to total or partial destruction of the Licensed Software and/or Documentation loaded on DVDs or other computer media until such items are delivered to and Accepted in writing by County.

15.3. Sales/Use Tax

Section 14.1 (Maximum Contract Sum) shall be deemed to be inclusive of all California and other state and local sales/use taxes on all Licensed Software and Services provided by Contractor to County. If after the Effective Date, the tax laws change, the Parties will meet and discuss the terms of an Amendment to the Agreement under which County will be responsible for the payment of taxes imposed on it, if any, under the change in the tax laws. If there are additional amounts in excess of the Contract Sum to be paid by County to Contractor under the Amendment

resulting from a change to the tax laws, no additional amount in excess of the Maximum Contract Sum will accrue or be payable by County to Contractor until an Amendment to the Agreement to increase the Contract Sum is approved by the Board. Any California sales/use taxes shall be invoiced by Contractor to County, paid by County, and remitted by Contractor to the State or other taxing authority.

Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County from, any and all such California and other state and local sales/use taxes payable by Contractor on any goods or services used or consumed by Contractor in providing the Services or Licensed Software (including services obtained from affiliates and subcontractors) where the tax is imposed on Contractor's acquisition or use of such goods or services and the amount of tax is measured by Contractor's costs in acquiring or procuring such goods or services and not by County's cost of acquiring such goods or services from Contractor. In addition, Contractor shall be solely responsible for all taxes based on Contractor's income or gross revenue, or personal property taxes levied or assessed on Contractor's personal property to which County does not hold title.

15.4. Payments

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

15.5. No Payment for Services Provided Following Expiration/Termination of Agreement

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement, other than as provided in Section 27.7 (Termination Transition Services). Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration or termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

15.6. Key Milestone Allocations and Payment

- (A) The Implementation Fees shall be allocated among the Key Milestones as set forth in the Statements of Work ("**Key Milestone Allocation**"). The amount allocated to each Key Milestone need not be the same; provided, however, all allocated amounts must aggregate to equal the Implementation Fees. The Key Milestone Allocation will be divided by the number of months set forth in the original Statement of Work for completion of the Key Milestone ("**Key Milestone Scheduled Duration**") and such amount shall be referred to as the "**Monthly Key Milestone Payment.**" The Monthly Key Milestone Payment will be made by County only for the Key Milestone Scheduled Duration
- (B) A Key Milestone shall be deemed Approved for purposes of this Section 15.6 (Key Milestone Allocations and Payment) on the earliest date that all of the tasks, subtasks, Deliverables, goods, Services, and other work required for completion of the Key Milestone are completed, tested for acceptability, and Approved in writing by County. The determination of whether each Key Milestone has been so completed and so Approved shall be made by the County Project Director as soon as practicable after County is informed by Contractor that such Key Milestone has been completed and is given all the necessary information, data, and documentation to verify such completion. If a Key Milestone is not Approved due to its failure to meet the applicable Acceptance Criteria or Designated Tests within thirty (30) days of its scheduled completion per the Statement of Work, no amounts will be paid as to any Key Milestone until all preceding Key Milestones have been Approved.

15.7. Responsibility for Costs

Except for any reimbursable expenses specified in a Statement of Work, or as otherwise Approved in writing by County, Contractor shall be responsible for all costs and expenses incidental to the provision of the Licensed Software and performance of Services, including but not limited to, all costs for Third-Party Intellectual Property and equipment provided by Contractor, and all fees, fines, licenses, bonds, or taxes required of or imposed against

Contractor, including but not limited to corporate income tax, sales and excise taxes or amounts levied thereof, and all other of Contractor's costs of doing business. Contractor shall supply copies of third parties' invoices and other reasonable supporting documentation in substantiation of any reimbursable expenses, as County may request from time to time. No payments will be made for services rendered or expenses incurred by Contractor other than the Services or Deliverables unless such services are approved in advance in writing by County, and Contractor supplies such documentation as County may request with respect to such costs.

15.8. Travel and Living Expenses

In the event reimbursement of travel, meal, lodging, and incidental expenses in connection with a Statement of Work are specifically authorized by County, such expenses shall be subject to, and shall not exceed, the expenditure limits set forth for County personnel in the then-current Chapter 5.40 (Travel and Other Expenses) of the Los Angeles County Code, as updated from time to time by the Los Angeles County Auditor-Controller. Contractor will provide all invoices, receipts, and other documentation reasonably needed to support the request for reimbursement.

15.9. Payment Does Not Imply Acceptance

The making of any payment or payments by County, or the receipt thereof by Contractor, shall in no way affect the responsibility of Contractor to furnish the Licensed Software, Services, and Deliverables in accordance with this Agreement, and shall not imply acceptance by County of such items or the waiver of any warranties or requirements of this Agreement.

15.10. Record Retention and Inspection/Audit Settlement

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

- (A) In the event that an audit of Contractor is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, including audits conducted by the Medicare or Medi-Cal programs, or both, then Contractor shall file a copy of each such audit report, including Service Organization Controls (SOC1) Reports, with County's Auditor-Controller within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- (B) Failure on the part of Contractor to comply with any of the provisions of this Section 15.10 (Record Retention and Inspection/Audit Settlement) shall constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement.
- (C) If, at any time during the Term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of County conduct an audit of Contractor regarding the work performed under this Agreement, and such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: (i) repaid by Contractor to County by cash payment upon demand; or (ii) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Agreement or otherwise. If such

audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Agreement exceed the funds appropriated by County for the purpose of this Agreement.

15.11. Contractor Self-Audit

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

15.12. Verification of Licensee Costs by Government

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

15.13. Audit of Practices Related to Protected Health Information

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

16. INDEPENDENT CONTRACTOR

16.1. Independent Contractors

This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one Party shall not be, or be construed to be, the employees or agents of the other Party for any purpose whatsoever. Contractor is an independent contractor and has no authority to bind County by contract or otherwise. Contractor will perform the Services under the general direction of County, but Contractor will determine, in Contractor's sole discretion, the manner and means by which the Services are

accomplished, subject to the requirement that Contractor will at all times comply with applicable law and with County's reasonable instructions. Further, it is not the intention of this Agreement or of the Parties to confer a third party beneficiary right of action upon any third party or entity whatsoever, and nothing in this Agreement will be construed so as to confer upon any third party or entity other than the Parties hereto a right of action under this Agreement or in any manner whatsoever.

16.2. Employment Related Claims

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

16.3. No Eligibility for Benefits

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

16.4. Common-Law Employees

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

17. REPRESENTATIONS AND WARRANTIES

17.1. Contractor's Warranties

Contractor represents and warrants that:

17.1.1. Authority

Contractor has the full power, capacity, and authority to enter into and perform this Agreement and to make the grant of rights contained herein, and Contractor's performance of this Agreement does not violate or conflict with any agreement to which Contractor is a party. Further, Contractor represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Agreement, and that all requirements of Contractor have been fulfilled to provide such actual authority;

17.1.2. Performance of Services

The Services will be performed and the Deliverables developed in a professional, competent, and timely manner by appropriately qualified Contractor Personnel in accordance with this Agreement and consistent with Contractor's applicable Best Practices;

17.1.3. Conformance to Specifications

The DCCDIS, Licensed Software, Hardware, Services, including Implementation Services, Hosting Services, Support Services, and Deliverables shall conform to the Specifications and requirements set forth in this Agreement without material deviations for the period commencing upon the Effective Date and continuing through the later of expiration or termination of Support Services (“**Warranty Period**”). Contractor shall institute quality controls, including suitable testing procedures, if any, to ensure that the Licensed Software, Hardware, Services, including Implementation Services, Hosting Services, Support Services, and Deliverables comply with the terms of this Agreement. Upon County’s reasonable request, County shall have the right to review Contractor’s quality controls in order to verify and/or improve the quality of the Licensed Software, Services, and Deliverables. In the event of a breach of the warranty set forth in this Section 17.1.3 (Conformance to Specifications) occurring after Go-Live as to a Solution, if County does not provide notice of the breach within one hundred and eighty (180) days of the date County knew or reasonably should have known of the occurrence of the breach, Contractor’s liability under this Section 17.1.3 (Conformance to Specifications) for the period that occurred prior to receiving notice from County of such breach of warranty shall be limited to one hundred and eighty (180) days before the date of notice of breach;

17.1.4. Non-Infringement

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

17.1.5. No Pending or Threatened Litigation

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

17.1.6. Documentation; Material Diminution in Features

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

17.1.7. Assignment of Warranties

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

17.1.8. Destructive/Disabling Mechanisms

The Licensed Software, Hardware, Services, including Implementation Services, Hosting Services, Support Services, and/or Deliverables do not contain, and Contractor shall not insert into the Licensed Software or any Deliverables or Services, including Implementation Services, Hosting Services, Support Services, any Destructive Mechanisms. Contractor shall not invoke such mechanisms at any time, including upon expiration or termination of this Agreement for any reason. Except if and to the extent expressly necessary for performance of Support Services or any other servicing or support expressly authorized in writing by County, in no event shall Contractor, Contractor

Personnel or anyone acting on its behalf, disable or interfere, in whole or in part, with County's use of the Licensed Software or any software, hardware, systems, or data owned, utilized, or held by County without the written permission of a corporate officer of County, whether or not the disablement is in connection with any dispute between the Parties or otherwise. Contractor understands and acknowledges that a breach of this Section 17.1.8 (Destructive/Disabling Mechanisms) could cause substantial harm to County and to numerous third parties having business relationships with County. No limitation of liability, whether contractual or statutory, will apply to a breach of this Section 17.1.8 (Destructive/Disabling Mechanisms);

17.1.9. System Configuration Warranty

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

17.1.10. Resource Requirement Warranty

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

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

17.1.11. No Delivery of Software

Contractor represents and warrants that, in connection with Hosting Services, Contractor shall not deliver for installation on County Systems any software or programming, whether created or developed by Contractor or a third party, except in connection with Contractor's provision of the Hosting Services or other Services under this Agreement;

17.1.12. Services Not to Be Withheld or Suspended

Contractor represents and warrants that, provided County continues to timely make all undisputed payments, during the Term of this Agreement, Contractor will not withhold or suspend Hosting Services provided hereunder for any reason, including but not limited to a dispute between the Parties arising under this Agreement. Notwithstanding the foregoing, Contractor may suspend provision of Hosting Services, upon as much advanced notice to County as is reasonable under the circumstances, in the event: (i) Contractor determines suspension is necessary to avoid material harm to the Hosting Services (e.g., denial of services attacks, mail flooding, or other attacks or disruptions outside of Contractor's control); and (ii) such harm is confirmed to be originating from County;

17.1.13. Legal Requirements

The Licensed Software, Services, and Deliverables currently comply with the Privacy and Security Laws (as defined in Section 19.13 (Compliance With Federal and State Confidentiality Requirements) below); all existing Federal, State, and local laws (collectively referred to as "**Legal Requirements**"), including the Health Insurance Portability & Accountability Act of 1996 (HIPAA). Further, Contractor represents and warrants that it shall provide County with the functionality necessary for County to comply with all new, amended, or otherwise modified Legal Requirements, applicable to the Licensed Software, Services, and Deliverables at no additional charge to County. Furthermore, Contractor represents and warrants that it shall comply with all applicable laws, regulations, and rules that may be in effect during the Support Term of this Agreement as they concern the subject matter of this Agreement. In the event the Licensed Software, Services, and/or Deliverables fails to perform as warranted under this Section 17.1.13 (Legal Requirements), Contractor shall, upon notice, initiate commercially reasonable efforts to correct Errors, provide functionality, or bring the Licensed Software, Services, and/or Deliverables into compliance with the warranty as set forth in this Agreement at no additional charge to County;

17.1.14. Background Checks

- (A) All Contractor Personnel shall undergo and pass the background check procedures set forth in Exhibit Y (Background Check Procedures) ("**Background Check**") as a condition of beginning and continuing to work under this Agreement. Each Background Check shall be performed in accordance with law and regulation. The fees associated with the Background Check shall be at the expense of Contractor. Contractor shall not utilize any Contractor Personnel with any discrepancies in a Background Check to provide any Services to County.
- (B) If identified by County as being required for access to certain non-Contractor facilities, additional background investigation(s) may be required by County, including fingerprinting (which Contractor may perform consistent with its processes and deliver all relevant documentation to County, provided such processes are not prohibited by law). If such background investigations are conducted by County, County will bear the cost of such checks and will not provide to Contractor or to Contractor Personnel any information obtained through County's background investigation(s). County may request that the Contractor Personnel be immediately removed from working at any County facility at any time during the Term of this Agreement.
- (C) County may immediately, at the sole discretion of County, deny or terminate facility access to any Contractor Personnel that does not pass such investigation(s) or whose background or conduct is incompatible with County facility access.
- (D) Disqualification, if any, of the Contractor Personnel, pursuant to this Section 17.1.14 (Background Checks), shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement;

17.1.15. Known Performance Issues

As of the Effective Date, there is no existing pattern or repetition of customer complaints regarding the Licensed Software, Deliverables, or Services, including functionality or performance issues, and that Contractor's engineers have not currently identified any repeating adverse impact on the Licensed Software, Deliverables, or Services, including functionality or performance, for which the root cause is believed to be a flaw or defect in the Licensed Software, Deliverables or Services. The foregoing warranty shall not extend to any specifications provided by County;

17.1.16. No Offshore Work

All Services shall be performed and rendered within the continental United States. In particular, Contractor warrants that it will not transmit or make available any County Information, County intellectual property, or any County Property to any entity or individual outside the continental United States. The forgoing does not apply to the entities/ remote workers set forth in Exhibit Z (County-Approved Entities and Countries);

17.1.17. Integration Warranty

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

17.1.18. HIPAA Transaction and Code Set Standards Warranty

Contractor represents and warrants that the Licensed Software will enable County to comply with the transaction standards of HIPAA, Medicare Part D, and related transaction and code set standards as to the functions provided by the Licensed Software. Maintaining compliance with HIPAA is deemed to be a Legal Requirement for purposes of Section 17.1.13 (Legal Requirements). Further, Contractor represents and warrants that, as of the Effective Date:

The Licensed Software as set forth in Exhibit A.3 (Licensed Software Requirements) is compliant with the DSM-5 (Diagnostic and Statistical Manual of Mental Disorders 5th Edition) and the ICD-10 (International Classification of Diseases, 10th Revision) code set standards for coding diagnoses and procedures and the ASAM (American Society of Addiction Medicine) criteria for patient assessment, as each may be updated or amended from time to time;

17.1.19. Excluded Provider Warranty

Contractor hereby warrants that neither (i) it nor any of its subcontractors' owners, officers, partners, directors, or other principals, or (ii) its employees or independent contractors providing Services under this Agreement, is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, (which includes Medicare, Medi-Cal and Healthy Families) and that Contractor will notify Director within ten (10) days in writing of: (a) any event that would require Contractor or any of the aforementioned parties' mandatory exclusion from participation in a Federally-funded health care program; and (b) any exclusionary or suspension action taken by any agency of the Federal or State governments against any of the aforementioned parties' barring these parties from participating in a Federally-funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any exclusion or suspension of Contractor or its subcontractors' owners, officers, partners, directors, or other principals, or employees or independent contractors from such participation in a Federally-funded health care program.

Failure by Contractor to meet the requirements of this Section 17.1.19 (Excluded Provider Warranty) shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement;

17.1.20. Warranty Against Contingent Fees

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

17.1.21. No Agreement Subordination

During the Term of this Agreement, Contractor shall not subordinate this Agreement or any of its rights hereunder to any third party without the prior written consent of County, and without providing in such subordination instrument for non-disturbance of County's use of the Licensed Software (or any part thereof) in accordance with this Agreement;

17.1.22. Agreement Not Subject to Any Liens

This Agreement and the Licensed Software licensed or acquired herein, are neither subject to any liens, encumbrances, or pledges, nor subordinate to any right or claim of any third party, including Contractor's creditors;

17.1.23. Use of Licensed Software Without Interruption

County is entitled to use the Licensed Software, together with the Existing System, any Hardware purchased hereunder, and Contractor's Recommended Configuration, without interruption;

17.1.24. Information Furnished to County

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

17.1.25. Accuracy of Responses to Contractor Diligence and Information Security Questionnaire

Contractor represents and warrants all responses to County's Contractor Diligence and Information Security Questionnaire, attached hereto as Exhibit U (Contractor Diligence and Information Security Questionnaire), are true and correct and shall remain true and correct as of the Effective Date and its security protections will not be degraded thereafter during the term of this Agreement. Upon request by County, up to twice annually, or as otherwise requested by County in connection with a data incident, Contractor shall promptly complete a refreshed review of the response to the Contractor Diligence and Information Security Questionnaire.

17.2. Remedies

County's remedies under this Agreement for the breach of the warranties set forth in this Agreement will include, but not be limited to, the repair or replacement by Contractor, at its own expense, of the non-conforming Licensed Software, the specific remedies set forth in Exhibit E (Service Levels and Performance Standards), and other corrective measures afforded to County by Contractor under such Exhibit E (Service Levels and Performance Standards) and this Agreement.

17.3. Breach of Warranty Obligations

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

17.4. Representations and Warranties Throughout Agreement

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

17.5. Disclaimer of Other Warranties

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

18. INTELLECTUAL PROPERTY

18.1. Work Product

"**Work Product**" expressly excludes Licensed Software (the license to which is provided in Section 3.1 (License Grant)), and Third-Party Products (the license to which is provided in Section 7 (Third-Party Products and Third-Party Intellectual Property)), and derivative works of and modifications to each of the foregoing, and shall mean:

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

18.2. Ownership

All Work Product is the sole and exclusive property of Contractor. Contractor retains all rights, title and interest, including intellectual property rights and all other rights, in the Work Product. Contractor may use such Work Product for internal purposes as well as for other clients so long as Contractor does not use any County Information or otherwise breach this Agreement. However, to the extent Class 1 Work Product constitutes or is incorporated into any Deliverables or Services or needed for the use of the Deliverables or Services, Contractor hereby grants to County a perpetual, irrevocable, fully paid up, royalty free, transferable (as provided in Section 29.16.2 (Assignment by County)), sub-licensable, worldwide, non-exclusive right and license to use, prepare derivative works, and otherwise fully exploit in connection with County's business, the Class 1 Work Product (and derivative works thereof created by County), provided that the Work Product (and/or derivative works thereof) is used in a manner that does not violate its license rights under this Agreement and is not commercially exploited.

As to Class 2 Work Product, Contractor hereby grants to County a perpetual, irrevocable, fully paid up, royalty free, transferable, sub-licensable, worldwide, non-exclusive right and license to use, prepare derivative works, and otherwise fully exploit in connection with County's business, the Class 2 Work Product (and derivative works thereof created by County).

18.3. Use of County Property

County may, but is not required to (unless otherwise set forth in this Agreement or an applicable Statement of Work), provide certain hardware, owned software, data, databases, office space, security access, intellectual property, technologies, or other services and materials to Contractor for the sole purpose of assisting Contractor in the performance of the Services contemplated by this Agreement ("**County Property**"). County hereby grants Contractor a non-exclusive, non-transferable license to use the County Property solely for County's benefit in connection with Contractor's performance of the Services. County may terminate the foregoing license at any time, without cause, on written notice to Contractor. Unless specifically authorized otherwise in the Statement of Work, Contractor shall use the County Property only in the form provided by County, without modification. In addition, Contractor will

maintain and use County Property in accordance with any written instructions and/or specifications provided by County. Except for the limited license provided in this Section 18.3 (Use of County Property), nothing contained in this Agreement shall be construed as granting Contractor any right, title, or interest in or to any of the County Property.

18.4. County Licensed Software

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

19. CONFIDENTIALITY

19.1. County Information Defined

Contractor agrees that all information in any medium or form to which Contractor has access to or is otherwise provided to Contractor by County, as a result of this Agreement, including, without limitation,: (i) data, workflows, records, source code, prices, trade secrets, mask works, databases, designs and techniques, protocols, models, displays and manuals, and the selection, coordination, and arrangement of the contents of such materials; (ii) sensitive or regulated information and County processes and policies; (iii) any unpublished information concerning research activities and plans, marketing or sales plans, sales forecasts or results of marketing efforts, pricing or pricing strategies, costs, operational techniques, or strategic plans, and unpublished financial information, including information concerning budgets, revenues, profits, and profit margins; (iv) any information relating to County's residents, customers, patients, business partners, or personnel; (v) Personal Data; (vi) Protected Health Information, (vii) Work Product assigned to County pursuant to this Agreement; and (viii) County Property (collectively, "**County Information**") will be deemed confidential and proprietary to County, regardless of whether such information was disclosed intentionally or unintentionally or marked as "confidential" or "proprietary." The foregoing definition shall also include any County Information provided by County contractors, subcontractors, agents, or vendors.

19.2. County Information Exclusions

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

19.3. Confidentiality

Contractor recognizes the importance of the County Information. In particular, Contractor recognizes and agrees that the County Information is critical to the business and operations of County and County would not enter into this Agreement without assurance that such information and the value thereof will be protected as provided in this Section 19 (Confidentiality) and elsewhere in this Agreement. Accordingly, Contractor agrees to hold any and all County Information it obtains in strictest confidence and will use and permit use of County Information solely for the purposes of this Agreement. Without limiting the foregoing, Contractor shall use at least the same degree of care, but no less than reasonable care, to avoid disclosure or use of the County Information as Contractor employs with respect to its own information of similar type and character. Contractor may disclose or provide access to its

responsible Contractor Personnel who have a need to know and may make copies of County Information only to the extent reasonably necessary to carry out its obligations hereunder. Contractor further agrees that it currently has, and in the future will maintain, in effect and enforce, rules and policies to protect against access to or use or disclosure of County Information other than in accordance with this Agreement, including without limitation written instruction to and agreements with employees, agents, or consultants who are bound by an obligation of confidentiality no less restrictive than set forth in this Agreement to ensure that such employees, agents, and consultants protect the confidentiality of County Information, including this Section 19 (Confidentiality) and Exhibit Q (Confidentiality Agreement).

19.4. Ownership

All County Information shall be and remain the property of County and County shall retain exclusive rights and ownership thereto. County Information shall not be used by Contractor for any purpose other than as required or authorized under this Agreement, nor shall such County Information or any part or aggregation of County Information be disclosed, sold, assigned, leased, or otherwise disposed of to third parties by Contractor or commercially exploited or otherwise used by or on behalf of Contractor, its officers, directors, employees, or agents, except as specifically authorized under this Agreement. The Contractor may assert no lien on, or right to withhold from County, any County Information it receives from or on behalf of, County.

County is solely responsible for obtaining all necessary consents under applicable laws and regulations in order to allow Contractor to use County Information in accordance with this Section 19.4 (Ownership). Contractor receives, uses, and/or maintains only copies of official medical records or portions thereof, the originals of which must continue to be maintained by County or its contractors. Accordingly, the County Information received, used, and/or maintained by Contractor shall not be deemed an official medical record or health record for any patient. County gives Contractor the right, and Contractor has permission to use, the County Information in accordance with Exhibit X (County Information Use Exhibit).

19.5. Non-Exclusive Equitable Remedy

Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of Contractor's obligations hereunder, that any such breach or threatened breach may result in irreparable harm to County, and therefore, that upon any such breach or any threat thereof, County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies either of them might have at law or equity. Any breach of this Section 19 (Confidentiality) shall constitute a material breach of this Agreement and be grounds for immediate termination of this Agreement in the exclusive discretion of County.

19.6. Return of County Information

The Contractor shall not retain any County Information for any period longer than necessary for Contractor to fulfill its obligations under the Agreement and applicable law, whichever is longest. On County's written request or upon expiration or termination of this Agreement for any reason, Contractor will promptly, with respect to County Information received by Contractor other than via the Licensed Software: (i) either (a) return or destroy, at County's option, all originals and copies of all documents and materials it has received containing County Information; or (b) if return or destruction is not permissible under applicable law or if return is not reasonably practicable, continue to protect such information in accordance with the terms of this Agreement; and (ii) deliver or destroy, at County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions, and other documents or materials, whether in writing or in machine-readable form, prepared by Contractor, prepared under its direction, or at its request, from the documents and materials referred to in (i), above. For County Information that was received via the Licensed Software, Contractor shall have the same obligations as in the preceding sentence, except that Contractor may return or destroy such County Information at Contractor's option. Upon request Contractor shall provide a notarized written statement to County certifying that all documents and materials referred to in (i) and (ii), above, have been delivered to County or destroyed, as applicable.

Upon termination or expiration of the Agreement or at any time upon County's request, Contractor will return all hardware, if any, provided by County. County Information on the hardware, if any, shall not be removed or altered

in any way. The hardware should be physically sealed and returned via a bonded courier or as otherwise directed by County.

19.7. Compelled Disclosures

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

19.8. Personal Data

In connection with this Agreement and performance of the Services, Contractor may be provided or obtain, from County or otherwise, Personally Identifiable Information pertaining to County's current and prospective personnel, executives, agents, subcontractors, investors, patients, and customers ("**Personal Data**") and may need to Process such Personal Data and/or transfer it, all subject to the restrictions set forth in this Agreement and otherwise in compliance with all applicable foreign and domestic laws and regulations for the sole purpose of performing the Services. For the avoidance of doubt, "**Personal Data**" shall include, but not be limited to, all "nonpublic personal information," as defined under the Gramm-Leach-Bliley Act (15 United States Code ("**U.S.C.**") §6801 et seq.), Protected Health Information and regulations promulgated thereunder, including 45 C.F.R. 160 and 164, and "personal data" as that term is defined in EU General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679 of the European Parliament and of the Council).

19.9. Treatment of Personal Data

Without limiting any other warranty or obligation specified in this Agreement, and in particular the confidentiality provisions of this Section 19 (Confidentiality), during the Term of this Agreement and thereafter in perpetuity, Contractor will not gather, store, log, archive, use, or otherwise retain any Personal Data in any manner and will not disclose, distribute, sell, share, rent, or otherwise transfer any Personal Data to any third party, except as expressly required to perform its obligations in this Agreement or as Contractor may be expressly directed in advance in writing by County. Contractor represents and warrants that Contractor will use and Process Personal Data only in compliance with (i) this Agreement, (ii) County's then-current privacy policy, and (iii) all applicable local, State, and Federal laws and regulations (including, but not limited to, current and future laws and regulations relating to spamming, privacy, confidentiality, data security, and consumer protection).

19.10. Storage of Personal Data

All Personal Data must be stored in a physically and logically secure environment that protects it from unauthorized access, modification, theft, misuse, and destruction. In addition to the general standards set forth in this Agreement, Contractor will maintain an adequate level of physical security controls over its facilities (as to Hosting Services not provided using Subprocessors) and ensure that an adequate level of physical security controls are in place for the facilities used for providing the Hosting Services (as to Hosting Services provided using Subprocessors), including, but not limited to, appropriate alarm systems, fire suppression, and access controls (including off-hour controls) which may include visitor access procedures, security guard force, video surveillance, and staff egress searches. Further, Contractor will maintain an adequate level of data security controls, including, but not limited to, logical access controls including user sign-on identification and authentication, data access controls (e.g., password protection of your applications, data files, and libraries), accountability tracking, anti-virus software, secured printers, restricted download to disk capability, and provision for system backup.

19.11. Retention of Personal Data

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

19.12. Solicitation of County Users

During the Term of the Agreement and thereafter in perpetuity, Contractor agrees not to use Personal Data, whether directly or indirectly, to target or solicit County users or those of its subsidiaries, affiliates, or joint ventures, or commit any other act, or assist others to commit any other act, on behalf of itself or any third party, including but not limited to, on behalf of entities that provide healthcare related services in direct competition, that might injure the business of County. Contractor agrees that it will not use or sell to others lists containing information obtained in connection with this Agreement about any County users. Nothing contained herein shall preclude Contractor from providing services to any County user who independently contacts Contractor, who is responding to a general solicitation of Contractor, or is contacted by Contractor based on information independently derived by Contractor.

19.13. Compliance With Federal and State Confidentiality Requirements

County is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8 and as amended from time to time (“HIPAA”), and 42 U.S.C. § 290dd-2. Under this Agreement, Contractor provides services to County and Contractor receives, has access to, and/or creates Protected Health Information in order to provide those services. Contractor acknowledges and agrees that all patient records and Protected Health Information shall be subject to the confidentiality and disclosure provisions of HIPAA, HITECH Act, ARRA, 42 U.S.C. § 290dd-2, and the regulations promulgated thereunder by the U.S. Department of Health and Human Services including the Standards for Privacy of Individually Identifiable Health Information and the Security Standards for Electronic Protected Health Information at 45 Code of Federal Regulations (“C.F.R.”), parts 142, 160, and 164, as the same may be amended from time to time, and any other applicable Federal and State laws (collectively, the “Privacy and Security Laws”) and agrees to maintain the confidentiality of all such records and information in accordance with such laws. The Parties further agree that they shall abide by the provisions of Exhibit F (Business Associate Agreement) hereto with respect to information subject to HIPAA. Should County amend Exhibit F (Business Associate Agreement) as is necessary to comply with the requirements of the Privacy and Security Regulations (as such term is defined in the Business Associate Agreement), County will execute a Change Notice in accordance with Section 13.2 (Change Notices), which shall replace Exhibit F (Business Associate Agreement) with the updated Business Associate Agreement.

19.14. Disclosure Restrictions of Non-Public Information

In the course of furnishing the Services, Contractor may encounter County non-public information (“NPI”), 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 shall not disclose or publish any NPI. This obligation is perpetual.

19.15. Individual Requests

The Contractor shall acknowledge any request or instructions from County regarding the exercise of any individual’s privacy rights provided under Federal, State, and local laws, rules, regulations, and ordinances. The Contractor shall have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from County within seven (7) days. If an individual makes a request directly to Contractor involving County Information, Contractor shall notify County within five (5) days and County will coordinate an appropriate response, which may include instructing Contractor to assist in fulfilling the request. Similarly, if Contractor receives a privacy or security complaint from an individual regarding County Information, Contractor shall notify the County Project Director, and County will coordinate an appropriate response. Notwithstanding the

foregoing, Contractor's obligations with respect to Protected Health Information shall be governed by Exhibit F (Business Associate Agreement).

19.16. Contractor Information

All information to which County has access, or is otherwise provided by Contractor under this Agreement, including, without limitation, (i) data, records, source code, prices, trade secrets, mask works, databases, designs and techniques, protocols, models, displays and manuals, and the selection, coordination, and arrangement of the contents of such materials; (ii) any unpublished information concerning research activities and plans, marketing or sales plans, sales forecasts or results of marketing efforts, pricing or pricing strategies, costs, operational techniques, or strategic plans, and unpublished financial information, including information concerning budgets, revenues, profits, and profit margins; and (iii) any information relating to Contractor's customers, business partners, or personnel, all of which is marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking ("**Contractor Information**") will be deemed confidential and proprietary to Contractor. Work Product assigned to County pursuant to this Agreement shall not be deemed Contractor Information. County agrees to hold any and all Contractor Information it obtains in strictest confidence and will use and permit use of Contractor Information solely for the purposes of this Agreement. Without limiting the foregoing, County shall use at least the same degree of care, but no less than reasonable care, to avoid disclosure or use of the Contractor Information as County employs with respect to its own information of similar type and character.

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

- (A) Any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by law; and
- (B) Any Contractor proprietary and/or confidential materials not plainly and prominently marked with restrictive legends, except that this exception shall not apply to the Licensed Software or Hosting Services.

On termination or expiration of this Agreement, County shall return or destroy all Contractor Information (excluding items licensed to County hereunder or that are required for use of the Deliverables and/or the Licensed Software), at Contractor's option.

19.17. Contractor Information Exclusions

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

20. SECURITY

20.1. In General

Contractor will (i) in connection with Contractor's use of Key Subcontractors (including Subprocessors), ensure that safety and physical procedures are enforced, and (ii) in all other instances, maintain and enforce safety and physical security procedures with respect to all access, use, and possession of County Information, including Personal Data and Protected Health Information, (a) that are compliant with the requirements of Exhibit K (Information Security Requirements) and, to the extent not inconsistent therewith, are at least equal to industry standards for such types of locations, and (b) which provide reasonably appropriate technical and organizational safeguards against accidental or unlawful destruction, loss, alteration, or unauthorized disclosure or access of such information.

Without limiting the generality of the foregoing, Contractor will take all reasonable measures to secure and defend its location and equipment against “hackers” and others who may seek, without authorization, to modify or access Contractor systems or the information found therein.

20.2. Unauthorized Access

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

20.3. Contractor Systems

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

20.4. Use of Personal Portable Devices

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

20.5. Additional Procedures in the Event of Incident Involving Personal Data

Upon County’s determination that an Incident involving Personal Data has occurred, Contractor shall fully cooperate with County in rectifying any misuse, including in County’s efforts to notify all affected County residents, subject to reimbursement by Contractor of County’s documented costs in providing such notifications. County shall determine, in its sole discretion, the content and means of delivery of the customer notice. Contractor will bear all costs and expenses incurred as a result of any Incident caused directly or indirectly by Contractor, including but not limited to, the administrative cost of opening and closing accounts, printing new checks, embossing new cards, notice, print and mailing, and obtaining credit monitoring services, and identity theft insurance for County residents whose Personal Data has or may have been compromised. County will demonstrate that it sought to utilize services at prices that are consistent with market rates.

20.6. Reserved

21. COMMUNICATION SYSTEMS AND ACCESS TO INFORMATION

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

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

22. DISASTER RECOVERY AND BUSINESS CONTINUITY

Contractor represents and warrants that the Services shall be performed in accordance with Exhibit M.1 (Disaster Recovery and Business Continuity Requirements).

23. INDEMNIFICATION

23.1. General Indemnification

Contractor shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents ("**County Indemnitees**") from and against any and all third-party demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees) for: (a) bodily injury (including death) or tangible personal and/or real property damage caused by the negligence or willful misconduct of Contractor and/or Contractor Personnel during the performance of the Services; (b) caused by Contractor's violation of any law or regulation related to its performance of the Services; (c) claims with respect to County Information to the extent caused by Contractor's breach of this Agreement; and (d) caused by the gross negligence, fraud, or willful misconduct of Contractor and/or Contractor Personnel. Nothing herein shall require Contractor to indemnify County for acts or omissions of County's professional medical personnel related to the treatment of patients utilizing the Licensed Software and the Hosting Services accessed via the Licensed Software.

Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, County shall be entitled to retain its own counsel and receive reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission on behalf of County without County's prior written Approval.

23.2. Intellectual Property Indemnification

(A) Contractor shall indemnify, hold harmless, and defend County, including County Affiliated Users, its directors and trustees, officers, employees, personnel, users, and agents, from and against any and all third-party claims, demands, damages, liabilities, losses, costs, and expenses, including, but not limited to, reasonable defense costs and legal, accounting, and other expert, consulting, or professional fees and attorneys' fees, as such are incurred, for or by reason of any actual or alleged infringement of any third party's patent, copyright, or other intellectual property right, or any actual or alleged unauthorized trade secret disclosure or misappropriation, arising from or related to the Licensed Software, Third-Party Products, Hardware, Services, Work Product, and/or Deliverables (collectively, the "**Indemnified Items**") (collectively referred to for purposes of this Section 23.2 (Intellectual Property Indemnification) as "**Infringement Claim(s)**"), provided that the Indemnified Item has not been altered, revised, or modified by County in a manner that causes the alleged infringement. Notwithstanding the foregoing, Contractor shall have no indemnity obligation for infringement claims arising from: (i) the development of custom software code required by County and based on specifications provided by County; (ii) use of the Indemnified Items in excess of the rights granted hereunder; or (iii) County's failure to implement an update or enhancement to the Indemnified Items, provided Contractor provides the update or enhancement at no additional charge

to County and provides County with written notice that implementing the update or enhancement would avoid the infringement. Any legal defense pursuant to Contractor's indemnification obligations under this Section 23.2 (Intellectual Property Indemnification) shall be conducted by Contractor and performed by counsel selected by Contractor. Notwithstanding the foregoing, County shall have the right to participate in any such defense at its sole cost and expense. To the extent permitted by law or contract, Contractor shall pass through to County the indemnities and warranties provided to Contractor by third parties with regard to intellectual property and infringement for Third-Party Products.

- (B) County shall notify Contractor, in writing, as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure. If any Indemnified Item hereunder becomes the subject of an Infringement Claim under Section 23.2(A), or in County's opinion is likely to become the subject of such a claim, then, in addition to defending the claim and paying any damages and attorneys' fees as required above in Section 23.2(A), Contractor shall, at its option and in its sole discretion and at no cost to County, as remedial measures, either: (i) procure the right, by license or otherwise, for County to continue to use the Indemnified Items or affected component(s) thereof, or part(s) thereof, pursuant to this Agreement; or (ii) replace or modify the Indemnified Items or component(s) thereof with another software, service, item, or component(s) thereof of at least equivalent quality and performance capabilities, in County's determination, until it is determined by County that the Indemnified Items and all components thereof become non-infringing, non-misappropriating, and non-disclosing (hereinafter collectively for the purpose of this Section 23.2(B), "**Remedial Act(s)**").
- (C) If Contractor fails to complete the Remedial Acts described in Section 23.2(B), above, within forty-five (45) days of notice of the claim (and such time has not been extended by County in writing), then County shall have the right, at its sole option, to elect to (i) terminate this Agreement with regard to the infringing Indemnified Items for default pursuant to Section 27.2 (Termination for Material Breach), and/or (ii) take such remedial acts as it determines to be commercially reasonable to mitigate any impairment of its use of the infringing Indemnified Items or damages (hereafter collectively referred to as "**County's Mitigation Acts**"). Contractor shall indemnify and hold harmless County for all amounts paid and all direct and indirect costs associated with County's Mitigation Acts. Failure by Contractor to pay such amounts within ten (10) Business Days of invoice by County shall, in addition to, and cumulative of all other remedies, entitle County to immediately withhold all payments due to Contractor under this Agreement up to the amount paid by County in connection with County's Mitigation Acts.

23.3. Indemnities Throughout Agreement

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

24. INSURANCE

24.1. General Insurance Provisions

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

24.2. Evidence of Coverage And Notice

- (A) Certificate(s) of insurance coverage ("**Certificates**") satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents have been given Insured status under Contractor's General Liability policy, shall be delivered to County at the address specified in Section 24.2(D), below, and provided prior to commencing services under this Agreement.
- (B) Renewal Certificates shall be provided either electronically or by hard copy to County, upon request, within thirty (30) days after Contractor's policy expiration dates.

- (C) Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The insured party named on the Certificate shall match the name of Contractor identified as the contracting party in this Agreement. ACCORD Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000.00), and list any County required endorsement forms.
- (D) Neither County's failure to obtain, nor County's receipt of or failure to object to, a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, 6E
Los Angeles, CA 90012
Attention: Julio Alvarado
Director, Contracts and Grants

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

24.3. Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, elected officials, officers, agents, employees and volunteers (collectively "**County and its Agents**") shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to County. The full policy limits and scope of protection also shall apply to County and its Agents as an additional insured, even if they exceed County's minimum Required Insurance specifications herein up to any applicable limitation of liability amount as set forth in Section 29.27 (Limitation of Liability). Use of an automatic additional insured endorsement form is acceptable, provided it satisfies the Required Insurance provisions herein.

24.3.1. Cancellation of or Changes in Insurance

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

24.3.2. Insurer Financial Ratings

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

24.3.3. Contractor's Insurance Shall Be Primary

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

24.3.4. Waivers of Subrogation

With the exception of the coverages described in Sections 24.4.4 (Professional Liability/Errors and Omissions), 24.4.5 (Technology Errors and Omissions), and 24.4.6 (Privacy and Network Security (Cyber) Liability), to the fullest extent permitted by law, Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

Contractor shall indemnify, defend, and hold harmless the County Indemnitees from and against any and all demands, claims, and actions by Contractor's insurers, including fees, costs, and expenses (including attorney and expert witness fees), in connection with any assertion of a right of subrogation or similar right under any policy that Contractor's insurers have with Contractor to provide the coverages described in Sections 24.4.4 (Professional Liability/Errors and Omissions), 24.4.5 (Technology Errors and Omissions), and 24.4.6 (Privacy and Network Security (Cyber) Liability) of this Agreement. County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, County shall be entitled to retain its own counsel and receive reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission on behalf of County without County's prior written approval.

24.3.5. Subcontractor Insurance Coverage Requirements

As to Accenture and Nuance (each as a Key Subcontractor to Contractor, as applicable), Contractor shall provide County with each Key Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

As to Dolbey, Contractor shall provide County with Dolbey's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the required insurance provisions herein, and shall require that Dolbey name County and Contractor as additional insureds on the subcontractor's General Liability policy.

24.3.6. Deductibles and Self-Insured Retentions

Contractor's policies shall not obligate County to pay any portion of any Contractor deductible or SIR.

24.3.7. Claims Made Coverage

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

24.3.8. Application of Excess Liability Coverage

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

24.3.9. Separation of Insureds

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

24.3.10. Alternative Risk Financing Programs

County approves Contractor's use of self-insurance to satisfy the Required Insurance provisions.

24.4. Insurance Coverage Requirements

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

24.4.1. Commercial General Liability Insurance

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

General Aggregate	ten million dollars (\$10,000,000)
Products/Completed Operations Aggregate	five million dollars (\$5,000,000)
Personal and Advertising Injury	one million dollars (\$1,000,000)
Each Occurrence	five million dollars (\$5,000,000)

24.4.2. Automobile Liability Insurance

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

24.4.3. Workers’ Compensation and Employers’ Liability

Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers’ Liability coverage with limits of not less than one million dollars (\$1,000,000) per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor’s operations, coverage also shall be arranged to satisfy the requirements of any Federal workers’ or workmens’ compensation law or any Federal occupational disease law.

24.4.4. Professional Liability/Errors and Omissions

Insurance covering Contractor’s liability arising from or related to this Contract, with limits of not less than ten million dollars (\$10,000,000) per claim and ten million dollars (\$10,000,000) aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement’s expiration, termination, or cancellation. Contractor may comply with the requirements of 24.4.4 (Professional Liability/Errors and Omissions), 24.4.5 (Technology Errors and Omissions), and 24.4.6 (Privacy Network Security (Cyber) Liability) with one Professional Liability/Errors and Omissions policy that includes the coverages for liabilities described in 24.4.5 (Technology Errors and Omissions) and 24.4.6 (Privacy Network Security (Cyber) Liability), provided that total coverage limits on such policy per occurrence or claim and in the aggregate must be greater than or equal to thirty million dollars (\$30,000,000).

24.4.5. Technology Errors and Omissions

Technology Errors and Omissions insurance, which includes coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failure to render computer or information technology services and technology products, and for violation of software copyright, with limits of not less than ten million dollars (\$10,000,000) per claim and in the aggregate. For the purposes of this Section 24.4.5 (Technology Errors and Omissions), the term “technology services” means (i) systems analysis, (ii) systems programming, (iii) data processing, (iv) systems integration, (v) outsourcing including outsourcing development and design, (vi) systems design, consulting, development and modification, (vii) training services relating to computer software or hardware, (viii) management, repair and maintenance of computer products, networks and systems, (ix) marketing, selling, servicing, distributing,

installing and maintaining computer hardware or software, and (x) data entry, modification, verification, maintenance, storage, retrieval, or preparation of data output, and any other services provided by Contractor. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following the Agreement's expiration, termination, or cancellation.

24.4.6. Privacy and Network Security (Cyber) Liability

Privacy and Network Security (Cyber) Liability insurance, which includes coverage for Contractor's liability arising from a security incident as it relates to this Agreement, with limits of not less than ten million dollars (\$10,000,000) per claim and in the aggregate. For the purposes of this Section 24.4.6 (Privacy and Network Security (Cyber) Liability), the term "security incident" means (i) privacy breaches, (ii) system breaches, (iii) denial or loss of service, (iv) introduction, implantation, or spread of malicious software code, or (v) unauthorized access to or use of computer systems with limits. No exclusion/restriction for unencrypted portable devices/media may be on the policy. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination, or cancellation.

24.5. Failure to Maintain Insurance

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

25. WITHHOLD REMEDY

In addition to, and cumulative to all other remedies in law, at equity, and provided under this Agreement, in the event Contractor is in material default of its duties or obligations under this Agreement and it fails to cure the default within thirty (30) days after receipt of written notice of default from County, County may, without waiving any other rights under this Agreement, elect to withhold from the payments due to Contractor under this Agreement during the period beginning with the thirty-first (31st) day after Contractor's receipt of notice of default, and ending on the date that the default has been cured to the reasonable satisfaction of County, an amount that is in proportion to the magnitude of the default or the Service that Contractor is not providing, as determined in County's reasonable discretion. Upon curing of the default by Contractor, County will cause the withheld payments to be paid to Contractor, without interest. In the event it is Finally Determined that County has withheld a payment in bad faith, such payment shall promptly be paid to Contractor, plus interest at the maximum legal rate.

26. DISPUTE RESOLUTION PROCEDURE

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

- (A) Contractor and County agree to act with urgency to mutually resolve any Disputes which may arise with respect to this Agreement. All such Disputes shall be subject to the provisions of this Section 26 (Dispute Resolution Procedure) (such provisions shall be collectively referred to as the "**Dispute Resolution Procedure**"). Time is of the essence in the resolution of Disputes.
- (B) Contractor and County agree that, the existence and details of a Dispute notwithstanding, both Parties shall continue without delay their performance hereunder, except for any performance which County determines should be delayed as a result of such Dispute.

- (C) Subject to the provisions of Section 15 (Invoices and Payments), if Contractor fails to continue without delay its performance hereunder which County, in its sole discretion, determines should not be delayed as a result of such Dispute, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. Contractor shall promptly reimburse County for such County costs, as determined by County, or County may deduct all such additional costs from any amounts due to Contractor from County.
- If County fails to continue without delay to perform its responsibilities under this Agreement which County determines should not be delayed as a result of such Dispute, then any additional costs incurred by Contractor or County as a result of County's failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by County.
- (D) In the event of any Dispute between the Parties with respect to this Agreement, Contractor and County shall submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such Dispute. "**Project Manager**" shall mean (i) with respect to Contractor, the Contractor Project Manager; and (ii) with respect to County, the County Project Manager.
- (E) In the event that the Project Managers are unable to resolve the Dispute within a reasonable time not to exceed ten (10) days from the date of submission of the Dispute to them, then the matter shall be immediately submitted to the Parties' respective Project Directors for further consideration and discussion to attempt to resolve the Dispute. "**Project Director**" shall mean (i) with respect to Contractor, the Contractor Project Director, and (ii) with respect to County, the County Project Director.
- (F) In the event that the Project Directors are unable to resolve the Dispute within a reasonable time not to exceed ten (10) days from the date of submission of the Dispute to them, then the matter shall be immediately submitted to Contractor's President and County Project Director. These persons shall have ten (10) days to attempt to resolve the Dispute.
- (G) In the event that at these levels, there is not a resolution of the Dispute acceptable to both Parties, then each Party may assert its other rights and remedies provided under this Agreement and/or its rights and remedies as provided by law.
- (H) All Disputes utilizing this Dispute Resolution Procedure shall be documented in writing by each Party and shall state the specifics of each alleged Dispute and all actions taken. The Parties shall act in good faith to resolve all Disputes. At all three (3) levels described in this Section 26 (Dispute Resolution Procedure), the efforts to resolve a Dispute shall be undertaken by conference between the Parties' respective representatives, either orally, by face to face meeting or by telephone, or in writing by exchange of correspondence.
- (I) Notwithstanding any other provision of this Agreement, County's right to terminate this Agreement or to seek injunctive relief to enforce the provisions of Section 19 (Confidentiality) shall not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights and shall not be deemed to impair any claims that County may have against Contractor or County's rights to assert such claims after any such termination or such injunctive relief has been obtained.
- (J) Contractor shall bring to the attention of the County Project Director any Dispute between County and Contractor regarding the performance of services as stated in this Agreement.

26.1. Dispute Resolution With Contractor and Other Vendors

Contractor shall, on County's request, participate in dispute resolution in accordance with this Agreement with County and Contractor and County's third-party vendors, including Hardware vendors, to resolve any disputes between and/or among such vendors, including County and Contractor, as to responsibility by any particular vendor for issues arising from performance, warranties, and other issues relating to the Licensed Software, Hardware, and Recommended Configuration.

27. TERMINATION

27.1. Termination for Insolvency

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

27.2. Termination for Material Breach

- (A) County may terminate this Agreement or any Statement of Work, in whole or in part: (i) if Contractor materially breaches any of its duties or obligations under the Agreement or any Statement of Work and fails to cure such breach within thirty (30) days after written notice is provided by County; (ii) if Contractor materially breaches any duty or obligation under the Agreement or any Statement of Work, which is not capable of being cured, within thirty (30) days after written notice is provided by County; or (iii) if Contractor commits numerous breaches of its duties or obligations under the Agreement or any Statement of Work, which in the aggregate are material, and fails to cure such numerous breaches within thirty (30) days after written notice is provided by County. In the event of Contractor's failure to cure any such breach or breaches, or, as applicable, submit an acceptable plan of correction, within the applicable cure period, County may terminate this Agreement or any Statement of Work, as of the date set forth in such written notice, which date of termination shall in no event be less than thirty (30) days after the date of the notice of termination. In the event of any breach by Contractor of its material obligations under a Statement of Work, County's obligation to make any payments yet to be made and for which work has not been delivered under such Statement of Work shall be terminated. Termination of such payment obligations shall be in addition to any other rights or remedies that County may have in the event of any such breach or alleged breach.
- (B) In the event that County fails to pay Contractor undisputed invoices properly due and owing to Contractor under this Agreement exceeding in the aggregate fifty thousand dollars (\$50,000) of the total invoices by the specified due date and fails to cure such default within thirty (30) days of notice from Contractor of its intention to terminate for failure to make such payment, Contractor may, by written notice to County, terminate the term of the affected Statement(s) of Work. Contractor acknowledges and agrees that this Section 27.2 (Termination for Material Breach) describes Contractor's sole right to terminate a Statement of Work and Contractor hereby waives any other rights it may have to terminate a Statement of Work.
- (C) In the event that County terminates this Agreement in whole or in part as provided in this Section 27.2 (Termination for Material Breach), County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this Section 27.2 (Termination for Material Breach).

27.3. Termination for Regulatory Non-Compliance

In the event Contractor's relationship with County under this Agreement is identified in writing by any regulator (including any governmental body or accreditation/certification organization (e.g., Joint Commission or the Office of

National Coordinator (ONC))) having jurisdiction over County to present a risk to County or its customers that requires correction, County shall notify Contractor of such identification. In the event the Parties are unable for any reason through reasonable efforts to resolve the identified issue(s) to the satisfaction of the relevant regulator within the timeframe mandated by the regulator, County may terminate this Agreement for convenience and without obligation to pay any termination fee or penalty to Contractor.

27.4. Termination for Convenience

County may terminate this Agreement, in whole or in part, or any Statement of Work, Service, or Deliverable immediately upon ninety (90) days written notice to Contractor without reason, penalty, or breach of this Agreement, notwithstanding that Contractor is in compliance with all delivery, performance, or other requirements. In the event of any such termination, Contractor shall be compensated for any Services properly performed prior to the effective date of the termination, but any compensation allocated to Services that were yet to be rendered with regard to any canceled aspect of the Services shall then be eliminated.

27.5. Termination for Improper Consideration

- (A) County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Agreement, securing favorable treatment with respect to the award, amendment, or extension of this Agreement, or the making of any determinations with respect to Contractor's performance pursuant to this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- (B) Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.
- (C) Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

27.6. Effect of Termination

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

- (A) Contractor and County shall continue the performance of this Agreement to the extent not terminated.
- (B) Contractor shall cease to perform the Services being terminated on the date and to the extent specified in such notice and, to the extent practicable, provide to County all completed Services and Services in progress, in a media reasonably requested by County.
- (C) County will pay to Contractor all sums due to Contractor for Services properly performed through the effective date of such expiration or termination (prorated as appropriate).
- (D) Contractor shall return to County all monies paid by County, yet unearned by Contractor, including any prepaid Support Services Fees, if applicable.
- (E) County shall have the rights set forth in Section 4 (Escrow of Source Materials) to access and use the Source Material as set forth therein, including without limitation the right to modify all source and object code versions of the Licensed Software after such time as one of the Release Conditions described in Section 4.1 (Escrow Agent and Release Conditions) has occurred which would permit County to use the Source Material.
- (F) Upon termination by County for default pursuant to Section 27.2 (Termination for Material Breach) or for insolvency pursuant to Section 27.1 (Termination for Insolvency), County shall have the right to procure, upon such terms and in such a manner as County may deem appropriate, goods, services, and other Services, similar to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs incurred by County, as determined by County, to procure and furnish such similar goods, services, and other Services.

- (G) Expiration or termination of this Agreement for any reason will not release either Party from any liabilities or obligations set forth in this Agreement which (i) the Parties have expressly agreed in writing will survive any such expiration or termination, or (ii) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination.
- (H) In the case of expiration or termination of the Agreement, (i) all Statement(s) of Work that have not been completed shall be deemed terminated in accordance with this Section 27 (Termination) as of the effective date of such termination, and (ii) the Support Term shall be deemed terminated.
- (I) Contractor understands and agrees that County has obligations that it cannot satisfy without use of the Licensed Software provided to County hereunder or an equivalent system, and that a failure to satisfy such obligations could result in irreparable damage to County and the people it serves. Therefore, Contractor agrees that in the event of any expiration or termination of this Agreement, Contractor shall fully cooperate with County in the transition of County to a new system, toward the end that there be no interruption of County's day to day operations due to the unavailability of the Licensed Software during such transition, as provided in Section 27.7 (Termination Transition Services).
- (J) Contractor shall promptly return to County any and all County Information that relates to that portion of the Agreement and Services terminated by County.

27.7. Termination Transition Services

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

27.8. Survival

The following Sections shall survive any termination or expiration of this Agreement:

- (A) Section 4 (Escrow of Source Materials), Section 18 (Intellectual Property), or Section 19 (Confidentiality);
- (B) Section 9.13 (Approval of Key Deliverables);
- (C) Section 15.5 (No Payment for Services Provided Following Expiration/Termination of Agreement);
- (D) Section 15.10 (Record Retention and Inspection/Audit Settlement);
- (E) Section 15.12 (Verification of Licensee Costs by Government);
- (F) Section 16 (Independent Contractor);
- (G) Section 17.1 (Contractor's Warranties);
- (H) Section 18 (Intellectual Property);
- (I) Section 19 (Confidentiality);
- (J) Section 23 (Indemnification);
- (K) Section 25 (Withhold Remedy);
- (L) Section 27.6 (Effect of Termination);
- (M) Section 27.7 (Termination Transition Services);
- (N) Section 27.8 (Survival);
- (O) Section 29 (Miscellaneous);
- (P) Section 30.25 (Prohibition From Participation in Future Solicitation(s)); and
- (Q) Section 11 (Force Majeure Not Applicable) of Exhibit M.1 (Disaster Recovery and Business Continuity Requirements).

28. MULTI-VENDOR ENVIRONMENT

28.1. Cross-Over Issues

Contractor acknowledges that it will be delivering the Services in a multi-vendor environment, with County and County Designees providing services relating to County Systems. Effective operation of such an environment requires not only cooperation among all service providers, including Contractor, but also collaboration in addressing service-related issues that may cross over from one service area or provider to another and are related to the Services ("**Cross-Over Issues**"). As part of the Services, Contractor will actively perform and support tasks associated with operating and maintaining a collaborative approach to Cross-Over Issues in the same manner as if the Service relevant to the Cross-Over Issue was being provided in-house by County rather than by Contractor.

28.2. Service Interdependencies

Contractor shall use commercially reasonable efforts to identify all work efforts and Deliverables of which Contractor has knowledge, whether performed by Contractor, subcontractors, Contractor third-party vendors, County, or County Designees, that may impact the delivery of the Services (the "**Service Interdependency**"). For each Service Interdependency, Contractor shall verify that project plans, detailed to the task level with individual performance responsibility identified, have been developed by the party responsible for the work or Deliverable, and validate that each project plan reflects delivery of the work or Deliverables required by Contractor to deliver the Services in accordance with the Specifications. Contractor shall implement processes to ensure it is receiving regular reports from all parties responsible for a Service Interdependency with sufficient data to enable it to validate that each Service Interdependency is proceeding in accordance with the timing applicable to that Service Interdependency, and that the then current timing of delivery of the work or Deliverables as to each Service Interdependency will not adversely impact Contractor's ability to deliver the Services in accordance with the Specifications. Contractor shall

take reasonable steps to validate that the data it receives in the reporting process is supported by tangible progress on the Service Interdependency. Within a reasonable period of time of knowledge of any Service Interdependency, Contractor shall provide County with a written report outlining the scope and nature of such Service Interdependency and Contractor's proposed resolution to remedy such Service Interdependency.

28.3. Critical Path Escalation Issues

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

29. MISCELLANEOUS

29.1. Publicity

Contractor shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publishing its role under this Agreement within the following conditions: (i) Contractor shall develop all publicity material in a professional manner; and (ii) during the Term of this Agreement, Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the County Project Director. County shall not unreasonably withhold such written consent.

Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with County, provided that the requirements of this Section 29.1 (Publicity) shall apply.

29.2. Force Majeure

- (A) Neither Party shall be liable for such Party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such Party or any of such Party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such Party (such events are referred to as "**Force Majeure Events**").
- (B) Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a Force Majeure Event unless such default arises out of causes beyond the control of both Contractor and such subcontractor and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Section 29.2 (Force Majeure), the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- (C) In the event Contractor's failure to perform arises out of a Force Majeure Event, Contractor agrees to obtain goods or services from other sources, to the extent feasible, and to otherwise mitigate the damages and reduce the delay caused by such Force Majeure Event.

- (D) In the event a Force Majeure Event continues for more than ten (10) Business Days, County may terminate this Agreement by providing written notice to Contractor. Notwithstanding the foregoing, a Force Majeure Event will not relieve Contractor of its obligations under Sections 11 (Services Levels), 19 (Confidentiality), and 20 (Security); Exhibit M.1 (Disaster Recovery and Business Continuity Requirements); or any Service Levels expressly identified in a Statement of Work; however, County will not impose Service Level Credits to the extent the failure is attributed to events occurring during a Force Majeure Event.

29.3. UCITA; Self-Help Remedies

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

29.4. Notices

- (A) All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the Parties at the following addresses and delivered: (i) by hand with signed receipt; (ii) by first class registered or certified United States mail, postage prepaid; or (iii) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified United States mail, postage prepaid. Notices shall be deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, or on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing. Addresses may be changed by either Party by giving ten (10) days prior written notice thereof to the other Party.
- (B) The County Project Director shall have the authority to issue all notices or demands which are required or permitted to be issued by County under this Agreement.
- (C) All notices shall be sent by one of the methods specified above, to the following:
- (1) To County, notices shall be sent to the attention of the County Project Director at the respective addresses specified in Exhibit W (County Key Personnel).
 - (2) To Contractor, notices shall be sent to the attention of the Contractor Project Manager at the address specified in Exhibit J (Contractor Key Employees).
- (D) Each Party may change the names of the people designated to receive notices pursuant to this Section 29.4 (Notices) by giving written notice of the change to the other Party, subject to County’s right of Approval in accordance with Exhibit T (Project Team and Governance).

29.5. Interpretation

- (A) All Exhibits, Statements of Work, Attachments, and Schedules that are referenced herein and appended hereto, or are signed by the Parties on or after the date of this Agreement and by their express terms are to be part of this Agreement, are hereby incorporated by reference. The Exhibits, Statements of Work, Attachments, and Schedules set forth in the Exhibit list above are attached hereto and incorporated herein.
- (B) In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, subtask, Deliverable, goods, service, or other Service, or otherwise, between or among any of the body of this Agreement (For purposes of determining conflicts between parts of this Agreement, Exhibit M (Additional Hosting Services Terms and Conditions) shall be deemed to be part of the body of this Agreement), Statements of Work, Exhibits, Attachments, and

Schedules, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement, and then to the Statements of Work, Exhibits, Attachments, and Schedules according to the following descending priority:

- (1) Exhibit G (Glossary);
 - (2) Exhibit F (Business Associate Agreement) (as to Protected Health Information);
 - (3) Exhibit A (Statement of Work);
 - (4) Exhibit E (Service Levels and Performance Standards);
 - (5) Exhibit C (Fees; Contractor Professional Services Rates);
 - (6) all other Exhibits, Attachments, and Schedules; and
 - (7) Contractor's Proposal as attached hereto as Exhibit V (Contractor Proposal).
- (C) When an industry standard or commonly referenced business process (such as HL7 protocols, ICD-10, SSAE 18 Type II or AT 101 Type II audits or ISO-17799 standards) referenced in this Agreement is succeeded by a differently named or numbered standard or process, that successor standard or process is incorporated herein as if it were referenced by its new name or number in this Agreement.

29.6. Entire Agreement

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

29.7. Waivers

No waiver by County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Section 29.7 (Waivers) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

29.8. Governing Law

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

29.9. Compliance With Applicable Laws

- (A) In the performance of this Agreement, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.
- (B) Contractor shall indemnify, defend, and hold harmless County, and its officers, employees, and agents, from and against any and all third-party claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and market-based fees for legal, accounting, and other expert, consulting, or professional services, arising from, connected with, or related to any failure by Contractor, or its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations,

ordinances, and directives, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section 29.9 (Compliance with Applicable Laws) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

29.10. Required Certifications

Contractor shall obtain and maintain in effect during the Term of this Agreement all licenses, permits, registrations, accreditations, and certificates required by all Federal, State, and local laws, ordinances, rules, regulations, guidelines, and directives which are applicable to Contractor's Services under this Agreement. Contractor shall further ensure that all of its officers, employees, agents, and subcontractors who perform services hereunder, shall obtain and maintain in effect during the Term of this Agreement all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation, and certificate required by all applicable Federal, State, and local laws, ordinances, rules, regulations, guidelines, and directives shall be provided, in duplicate, to the County Project Director in accordance with Section 29.4 (Notices).

29.11. Construction

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

29.12. Severability

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

29.13. Agreement Drafted by All Parties

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

29.14. Counterparts

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

29.15. Days

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

29.16. Assignment and Delegation

29.16.1. Assignment by Contractor

(A) Contractor shall not assign, transfer, or delegate its rights or obligations under this Agreement without the written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Section 29.16 (Assignment by Contractor), County

consent shall require a written Amendment to the Agreement, which is formally approved and executed by the Parties. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County. Notwithstanding the foregoing, the Parties agree that upon Final Acceptance (as defined in Section 12.5.3 (Final Acceptance)) of the last component of Licensed Software and Services that comprises the DCCDIS, County, Accenture, and Nuance will enter into an Amendment to this Agreement pursuant to which Accenture will assign ("**Planned Assignment**") to Nuance, and Nuance will acquire and assume, Accenture's rights, interests, duties, responsibilities, and obligations as "Contractor" with respect to this Agreement; and Accenture shall be, as of and following the date of such Planned Assignment, a Key Subcontractor and retain all of its rights, interests, duties, responsibilities, and obligations as to the Services under the Agreement, excepting only its role as "Contractor" (i.e., the prime contractor). Following the execution of such Amendment, Nuance will be a "Party" to this Agreement and will be the party responsible for the performance of the obligations of "Contractor" under this Agreement, including for Accenture performing as a Key Subcontractor under this Agreement, and Accenture shall no longer be obligated to County as the "Contractor" with respect to this Agreement. Further, upon execution of such Amendment between County, Accenture, and Nuance, the subcontractor agreement between Accenture and Dolbey, Exhibit BB (Subcontractor Agreement Between Prime Contractor and Dolbey), shall be and hereby is assigned to Nuance without further action by Accenture, Nuance, and Dolbey.

- (B) Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the written consent of County in accordance with applicable provisions of this Agreement.
- (C) Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express written Approval, shall be a material breach of this Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- (D) Notwithstanding anything to the contrary in subparts (A) or (B) of this Section 29.16.1 (Assignment By Contractor), as to (i) any Change of Control of Contractor, if and only if Contractor includes in the purchase agreement or, as applicable, other binding formal documentation of the agreement authorizing the Change of Control and binding on all parties (as used herein, "**Transfer Documentation**") between Contractor and the other entity or person (as used herein, "**New Entity**") or (ii) assignment to an affiliate as part of a corporate reorganization (such affiliate, also a New Entity), in each case subject to each of the following express terms:
 - (1) the New Entity shall abide by all terms of the Agreement between Contractor and County and between Contractor and any subcontractor pursuant to the subcontractor agreements attached hereto as Exhibit AA (Subcontractor Agreement Between Accenture (as Prime) and Nuance), Exhibit BB (Subcontractor Agreement Between Prime Contractor and Dolbey), and/or Exhibit CC (Subcontractor Agreement Between Nuance (as Prime) and Accenture), respectively, as the same may be amended, including any extensions of the Term under this Agreement;
 - (2) the New Entity shall deliver all Services previously performed by Contractor in a manner that is, at a minimum, consistent with the Services provided by Contractor prior to the Change of Control;
 - (3) the New Entity warrants that, as of the date of the Change of Control, the New Entity complies with Section 17.1.19 (Excluded Provider Warranty) of this Agreement as if the New Entity were "Contractor" as that term is used in Section 17.1.19 (Excluded Provider Warranty); and

- (4) the New Entity is not debarred by County pursuant to Chapter 2.202 of County Code as of the date of the Change of Control between Contractor and the New Entity.

then (a) County shall not unreasonably withhold its consent in connection with County's right to Approve such Change of Control of Contractor under this Section 29.16.1 (Assignment by Contractor), and (b) notwithstanding Section 13.4 (Amendments) of the Agreement, Director or designee is specifically authorized to execute an Amendment to this Agreement on behalf of County that provides County's Approval of such Change of Control of Contractor under this Section 29.16.1 (Assignment by Contractor). For purposes of this Agreement, "**Change of Control**" shall mean a direct or indirect change (e.g., whether caused by Contractor, or its shareholder(s) or other equity holders of Contractor), of the power to direct or cause the direction of the management and policies of Contractor, whether through ownership of assets or voting securities, governing board representation, contract, or otherwise.

29.16.2. Assignment by County

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

29.17. Cooperation in Regulatory Compliance

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

29.18. Terminology

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

29.19. Electronic Signatures and Facsimiles Binding

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

29.20. Prohibition Against Inducement or Persuasion

Notwithstanding the above, Contractor and County agree that, during the Term of this Agreement and for a period of one (1) year thereafter, neither Party shall in any way intentionally induce or persuade any employee of one Party who is directly involved in the provision or receipt of Services hereunder to become an employee or agent of the other Party, while such employee is involved in the provision or receipt of Services hereunder and for one (1) year

thereafter. No bar exists against any hiring action initiated through non-targeted solicitation in the ordinary course of business which would include a public announcement.

29.21. Contractor Personnel Injuries

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

29.22. Non-Exclusivity

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

29.23. Conflict of Interest

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

29.24. Employment Eligibility Verification

- (A) Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain from all employees performing work hereunder all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- (B) Contractor shall indemnify, defend, and hold harmless, County, and its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement. Throughout this Agreement, wherever Contractor has an obligation to defend and indemnify County and related parties in connection with a claim, Contractor's defense obligations in this regard are subject to (a) County providing timely written notice to Contractor of the pendency of such claim, (b) control to Contractor over the settlement of such claim to the extent it does not involve attribution of fault to or contribution of funds by County and/or include any requirement, whether by injunction, declaratory relief, or otherwise, that County act or refrain from acting in any manner, and (c) available information and cooperation from County reasonably necessary to defend such claim, provided County's reasonable expenses and costs in connection with providing such information and cooperation are reimbursed by Contractor and County provides timely notice as to such expenses.

[REDACTED]

29.27.2. Direct Damages

[REDACTED]

29.27.3. Limitation of Liability Step Down

[REDACTED]

30. ADDITIONAL COUNTY REQUIRED TERMS

30.1. Budget Reductions

In the event that the Board of Supervisors adopts, in any fiscal year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the Term (including any extensions), and the Services to be provided by Contractor under this Agreement shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) days of the Board's approval of such actions, provided that Contractor shall have up to ninety (90) days to implement any agreed changes to the Services. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the Services set forth in this Agreement.

30.2. Compliance With Civil Rights Laws

- (A) Contractor hereby assures that it and its Key Subcontractors will comply with Subchapter VI of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17); the Fair Employment and Housing Act, Government Code Section 12920-12922; and the Affirmative Action in County Agreements, Chapter 4.32 of the Los Angeles County Code to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, discriminate against any person in the performance of this Agreement.
- (B) Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- (C) Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (D) Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation.
- (E) Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, discriminate against any person in its performance of this Agreement or under any project, program, or activity supported by this Agreement.

- (F) Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Section 30.2 (Compliance with Civil Rights Laws) when so requested by County.
- (G) If County finds that any provisions of this Section 30.2 (Compliance with Civil Rights Laws) have been violated, such violation shall constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.
- (H) The Parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Agreement, County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.
- (I) Contractor shall certify to, and comply with, the provisions of Exhibit R (Contractor's EEO Certification).

30.3. Recycled Bond Paper

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

30.4. Contractor Responsibility and Debarment

30.4.1. Responsible Contractor

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

30.4.2. Chapter 2.202 of the Los Angeles County Code

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

30.4.3. Non-Responsible Contractor

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

30.4.4. Contractor Hearing Board

- (A) If there is evidence that Contractor may be subject to debarment, DHS will notify Contractor in writing of the evidence that is the basis for the proposed debarment, and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- (B) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision,

which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and DHS shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

- (C) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- (D) If Contractor has been debarred for a period longer than five (5) years, Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (i) elimination of the grounds for which the debarment was imposed; (ii) a bona fide change in ownership or management; (iii) material evidence discovered after debarment was imposed; or (iv) any other reason that is in the best interests of County.
- (E) The Contractor Hearing Board will consider a request for review of a debarment determination only where: (i) Contractor has been debarred for a period longer than five (5) years; (ii) the debarment has been in effect for at least five (5) years; and (iii) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- (F) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

30.5. County's Quality Assurance Plan

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

30.6. Compliance With County's Jury Service Program

30.6.1. Jury Service Program

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

30.6.2. Written Employee Jury Service Policy

Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as that term is defined under the Jury Service Program (Section 2.203.020 of the Los Angeles County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the Los Angeles County Code),

Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employees' regular pay the fees received for jury service.

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

30.6.3. Jury Service Program Additional Terms

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

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

30.7. Consideration of Hiring County Employees Targeted for Layoff/or Re-Employment List

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

30.8. Consideration of Hiring GAIN/GROW Program Participants

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

30.9. Contractor’s Warranty of Adherence to County’s Child Support Compliance Program

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

30.10. Safely Surrendered Baby Law

- (A) Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County’s policy to encourage all County contractors to voluntarily post County’s “Safely Surrendered Baby Law” poster in a prominent position at Contractor’s place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor’s place of business. County’s Department of Children and Family Services will supply Contractor with the poster to be used. Exhibit S (County Ordinances and Policies) provides a link to County’s website where Contractor can access information on how to receive the poster.
- (B) Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. Exhibit S (County Ordinances and Policies) provides a link to County’s website where Contractor can access posters and other campaign material.

30.11. Notice to Employees Regarding the Federal Earned Income Credit

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

30.12. Defaulted Property Tax Reduction Program

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

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the Term will maintain compliance, with Los Angeles County Code Chapter 2.206.
- (B) Failure of Contractor to maintain compliance with the requirements set forth in this Section 30.12 (Defaulted Property Tax Reduction Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of

Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Agreement or pursue debarment of Contractor pursuant to Los Angeles County Code Chapter 2.206.

30.13. Restrictions on Lobbying

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

30.14. Staff Performance While Under Influence

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

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

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

30.16. Compliance With County's Zero Tolerance Policy on Human Trafficking

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

If Contractor or a member of Contractor's staff is convicted of a human trafficking offense, County shall require that Contractor or such member of Contractor's staff be removed immediately from performing Services under this Agreement. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

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

30.17. Federal Access to Records

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

30.18. Time Off for Voting

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

30.19. Fair Labor Standards

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

30.20. Contractor Alert Reporting Database (CARD)

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

30.21. Local Small Business Enterprise (SBE) Preference Program

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

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

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

30.22. Transitional Job Opportunities Preference Program

- (A) This Agreement is subject to the provisions of County’s ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- (B) Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain, certification as a Transitional Job Opportunity vendor.
- (C) Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- (D) If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Agreement to which it would not otherwise have been entitled, shall:
 - (1) Pay to County any difference between the Agreement amount and what County’s costs would have been if the Agreement had been properly awarded;
 - (2) In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Agreement; and
 - (3) Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

30.23. Disabled Veteran Business Enterprise Preference Program

- (A) This Agreement is subject to the provisions of County’s ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- (B) Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Disabled Veteran Business Enterprise.
- (C) Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Disabled Veteran Business Enterprise.
- (D) If Contractor has obtained certification as a Disabled Veteran Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Agreement to which it would not otherwise have been entitled, shall:

- (1) Pay to County any difference between the Agreement amount and what County's costs would have been if the Agreement had been properly awarded;
- (2) In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Agreement; and
- (3) Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

30.24. Compliance With Fair Chance Employment Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this Section 30.24 (Compliance With Fair Chance Employment Practices) of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement.

30.25. Prohibition From Participation in Future Solicitation(s)

A proposer, or a contractor or its subsidiary or subcontractor ("**Proposer/Contractor**"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of County. A violation of this provision shall result in the disqualification of the Proposer/Contractor from participation in the County solicitation, or the termination or cancellation, of any resultant County contract. This provision shall survive the expiration, or other termination of this Agreement.

30.26. COVID-19 Vaccinations of Contractor Personnel

- (A) At Contractor's sole cost, Contractor shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contactor Personnel) of County Code Title 2 - Administration, Division 4. All Contractor Personnel must be fully vaccinated against the novel coronavirus 2019 ("**COVID-19**") prior to (i) interacting in person with County employees, interns, volunteers, and commissioners ("**County Workforce Members**"); (ii) working at County Locations or otherwise on County owned or controlled property while performing Services under this Agreement; or (iii) coming into contact with the public while performing Services under this Agreement (collectively, the "**In-Person Services**").
- (B) For purposes of this Section 30.26 (COVID-19 Vaccinations of Contractor Personnel), Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received: (i) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna); (ii) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen); or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("**WHO**").
- (C) Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (i) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC, or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("**Vaccination Record Card**"); (ii) copy (including a photographic copy) of a Vaccination Record Card; (iii) documentation of vaccination from a licensed medical provider; (iv) a digital record that includes a quick response ("**QR**") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of

California; or (v) documentation of vaccination pursuant to California Department of Public Health (CDPH) vaccination records guidelines and standards. Contractor shall also provide written notice to County prior to or on the Effective Date that its Contractor Personnel are in compliance with the requirements of this Section 30.26 (COVID-19 Vaccinations of Contractor Personnel). Contractor Personnel shall retain such proof of vaccination throughout the Term and for any additional document retention period set forth in this Agreement, and must provide such records to County for audit purposes, when required by County.

- (D) Contractor shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that any Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, Contractor Personnel must also maintain records of the Contractor Personnel's testing results. The Contractor Personnel must provide such records to County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to performing any In-Person Services:
- (1) Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test that has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation, or order.
 - (2) Wear a mask that is consistent with CDC recommendations at all times while at County Locations or otherwise on County controlled or owned property, and while engaging with members of the public and County Workforce Members.
 - (3) Engage in proper physical distancing, as determined by County.
- (E) In addition to complying with the requirements of this Section 30.26 (COVID-19 Vaccinations of Contractor Personnel), Contractor shall also comply with all other applicable local, departmental, State, and federal laws, regulations, and requirements for COVID-19.

[Signatures provided on the following page]

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

County of Los Angeles (“County”)

By _____ for
Christina R. Ghaly, M.D.
Director of Health Services

Accenture LLP (“Contractor”)

By _____
Signature

By _____
Printed Name

By _____
Title

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By _____
LILLIAN ANJARGOLIAN
Deputy County Counsel



EXHIBIT A (STATEMENT OF WORK)

TO THE

DATA CAPTURE AND CLINICAL DOCUMENTATION IMPROVEMENT SYSTEM
AND RELATED SERVICES AGREEMENT

EXHIBIT A

STATEMENT OF WORK

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

- Exhibit A.1 (Data Capture and Clinical Documentation Improvement System Statement of Work)
 - Exhibit A.1.1 (Reports and Dashboards)
- Exhibit A.2 (Support Services and Maintenance Statement of Work)
- Exhibit A.3 (Licensed Software Requirements)
- Exhibit A.4 (Acceptance Certificate)
- Exhibit A.5 (Project Work Plan)



EXHIBIT A.1 (DATA CAPTURE AND CLINICAL DOCUMENTATION
IMPROVEMENT SYSTEM STATEMENT OF WORK)

TO THE

DATA CAPTURE AND CLINICAL DOCUMENTATION IMPROVEMENT SYSTEM
AND RELATED SERVICES AGREEMENT

EXHIBIT A.1

DATA CAPTURE AND CLINICAL DOCUMENTATION IMPROVEMENT SYSTEM STATEMENT OF WORK

1. INTRODUCTION

This Exhibit A.1 (Data Capture and Clinical Documentation Improvement System Statement of Work) (sometimes referred to in this Exhibit as “**this SOW**”) is an attachment and addition to the Data Capture and Clinical Documentation Improvement System and Related Services Agreement (the “**Agreement**”), Agreement No. H-711085 entered into by and between the County of Los Angeles (“**County**”) and Accenture LLP (“**Contractor**”), and is incorporated in the Agreement by reference hereof. In the event of conflicting terms between the Agreement and this SOW, the terms of the Agreement shall prevail and nothing in this SOW shall modify or amend any provisions of the Agreement (including all components such as Statements of Work, Service Level Agreements, Exhibits, etc.) unless such modifications or amendments and the provisions of the Agreement which they modify or amend are specifically identified in this SOW and are Approved. This SOW includes any attachments hereto. Any capitalized terms not defined in this SOW shall have the meaning as used in the Agreement.

2. BUSINESS OBJECTIVES

Contractor shall design, build, test, implement, and train County to use the Data Capture and Clinical Documentation Improvement System as needed to meet the Specifications set forth in Exhibit A.3 (Licensed Software Requirements) and otherwise under the Agreement (as used herein, the “**Project**”). The DCCDIS will allow County to (i) improve clarity, appropriateness, and completeness of clinical documentation; (ii) reduce the number of inpatient hospital days for which payment is denied due to inadequate documentation of the need for inpatient services and assure appropriate level of care determination; (iii) improve the accuracy of County's calculated and reported case mix index, severity of illness, expected mortality, MS and AP-DRGs etc., appropriately reflecting the medical complexity of patients treated at DHS; (iv) increase DHS revenue through more complete capture of billable clinical care, medical complexity, appropriate level of care determination, and the need for hospitalization and other services; (v) increase workforce satisfaction with clarity and effectiveness of clinical documentation; and (vi) increase workforce satisfaction with ease of clinical documentation. Additional specific examples of benefits to the County and the features and functions that the DCCDIS will enable the County to achieve are listed in Exhibit H (DCCDIS Business Objectives).

The business objectives identified or referred to in this Section 2 (Business Objectives) shall be incorporated into the “Business Objectives” under the Agreement.

3. DATA CAPTURE AND CLINICAL DOCUMENTATION IMPROVEMENT SYSTEM

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

3.1. SOW Team Structure and Resources

Contractor will provide a Project Staffing and Resource Management Plan (as specified under Subtask 1.3 (Create Project Staffing and Resource Management Plan) of this SOW). This plan will be utilized to establish fully-loaded (i.e., identification of FTE equivalent or hours for all resources by Key Milestone) Contractor resource staffing commitments and to detail specific County resources (e.g., staffing, equipment, etc.) that will guide County on how best to allocate and deploy staff to this Project. Notwithstanding the forgoing, this is a fixed fee engagement and the Contractor resources identified in the Project Staffing and Resource Management Plan do not limit the resources that may be required by Contractor.

3.2. Critical Success Factors

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

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

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

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

3.3. Schedule

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

Scheduled commencement dates, scheduled completion dates, and anticipated durations for tasks and subtasks will be developed as part of the Project Work Plan in accordance with Subtask 1.1 (Develop and Maintain Detailed Project Work Plan). The initial Project Work Plan is attached to this SOW as Exhibit A.5 (Project Work Plan).

4. GENERAL RESPONSIBILITIES

For the Services provided under this SOW:

- (A) The Services will be performed by Contractor on-site at County sites designated by County and off-site location(s) as agreed by the Parties in writing for specific activities.
- (B) Contractor will provide designated full-time key Project leadership members to deliver the Services during normal business hours, 8:00 AM to 5:00 PM, Pacific Time, Monday through Friday, except County and Contractor recognized holidays, unless otherwise agreed by the Parties in writing.
- (C) Contractor will utilize a web portal implementation methodology, templates, and other tools as required to support the efficient and cost-effective execution of the Services defined in this SOW, to the extent the use of the web portal otherwise complies with the terms of the Agreement. This includes use of Contractor's knowledge capital databases and other repositories of Deliverables and intellectual capital from previous client experiences.
- (D) Contractor will provide all Services in English.

4.1. Contractor Project Manager Responsibilities

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

The Contractor Project Manager's obligations include:

- (A) Establish and maintain communications through the County SOW Lead and Project governance structure;
- (B) Manage the delivery of Services and Service Interdependencies;
- (C) Notify County of any Contractor focal point or contacts for specific activities or tasks;
- (D) Manage and maintain the Project Work Plan that lists, as appropriate, the activities, tasks, assignments, Service Interdependencies, Key Milestones, and Deliverables, and schedule;
- (E) Measure, track, and evaluate progress against the Project Schedule;
- (F) Work with the County SOW Lead to resolve deviations, if any, from the Project Schedule;
- (G) Coordinate and manage the activities of Contractor Personnel;

- (H) Report to the County SOW Lead problems and issues impacting Contractor's provision of the Services that require County's attention and resolution;
- (I) Coordinate resolution of all Service issues including those raised by the County SOW Lead and, as necessary, escalate such issues within the Contractor organization;
- (J) Administer the Project Work Plan and other project management materials with the County SOW Lead;
- (K) Conduct regularly-scheduled Project Status Meetings and prepare weekly Status Reports for the Services defined in this SOW; and
- (L) Assist in the preparation and conduct of monthly steering committee updates.

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

4.2. Specific County Tasks

4.2.1. County SOW Lead Responsibilities

The County will assign a lead for this SOW (as used herein, the “**Data Capture and Clinical Documentation Improvement System Lead**” or “**County SOW Lead**”). The County SOW Lead will:

- (A) Serve as the primary interface between the Contractor Project Manager and County for the tasks and Deliverables set forth in this SOW;
- (B) Review this SOW and the responsibilities of both County and Contractor with the Contractor Project Manager;
- (C) Coordinate, manage, and be responsible for the control of the activities of County personnel for this SOW;
- (D) Communicate to the Contractor Project Manager any changes that may materially affect Contractor's provision of the Services set forth in this SOW;
- (E) Coordinate with the Contractor Project Manager on Contractor's efforts to resolve problems and issues related to the Services set forth in this SOW;
- (F) Work with the Contractor Project Manager to resolve deviations, if any, from the Project Work Plan related to this SOW;
- (G) Coordinate resolution of issues raised by the Contractor Project Manager pertaining to this SOW and, as necessary, escalate such issues within the County organization;
- (H) Serve as the interface between Contractor's Project team and all County departments participating in activities for the Services set forth in this SOW;
- (I) Notify Contractor of any County focal point or contacts for specific activities or tasks related to this SOW;
- (J) Ensure that tasks related to this SOW assigned to personnel within the County organization will be completed according to the timetable in the Project Schedule; and
- (K) Participate in selected Project Status Meetings with Contractor Project team members and schedule and coordinate attendance and participation of County personnel for interviews, meetings, and work sessions related to the completion of this SOW.

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

4.2.2. Other County Responsibilities

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

County will:

- (A) Provide County standard and available office space, furniture, and access to the internet supporting VPN for Contractor Personnel while working at County’s facilities;
- (B) Locate the Contractor Personnel in an area near County subject matter experts and technical personnel, where feasible;
- (C) Provide necessary security badges and clearances for Contractor Personnel working at County’s facilities in accordance with Section 9.10 (Contractor Access to County Facilities) of the Agreement; and
- (D) Make available staff with appropriate skills and experience to deliver County tasks as specifically set forth in this SOW.

5. SERVICES AND DELIVERABLES

5.1. Services and Deliverables Summary Table

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

Task/Subtask Name	Deliverables/Milestones
Task 1 Project Initiation	
Subtask 1.1. Develop and Maintain Detailed Project Work Plan	Deliverable 1.1. Detailed Project Work Plan
Subtask 1.2. Develop Detailed Interface Activities in the Project Work Plan	Deliverable 1.2. Interface Activities in the Project Work Plan
Subtask 1.3. Create Project Staffing and Resource Management Plan	Deliverable 1.3. Project Staffing and Resource Management Plan
Subtask 1.4. Conduct Project Initiation	Deliverable 1.4. Project Initiation Completed
Subtask 1.5. Conduct Ongoing Project Management	Deliverable 1.5. Ongoing Project Management
Task 2 Design Data Capture and Clinical Documentation Improvement System	
Subtask 2.1. Conduct Discovery Activities and Validate DCCDIS Requirements	Deliverable 2.1. Discovery Findings and Validated DCCDIS Requirements
Subtask 2.2. Perform and Document Interfaces Assessment	Deliverable 2.2. Interfaces Assessment
Subtask 2.3. Prepare Interfaces Implementation Strategy Document	Deliverable 2.3. Interfaces Implementation Strategy Document
Subtask 2.4. Document Functional and Technical Specifications for Interfaces	Deliverable 2.4. Functional and Technical Specifications for Interfaces
Subtask 2.5. System Architecture Specifications	Deliverable 2.5. System Architecture Specifications
Subtask 2.6. Complete and Validate DCCDIS Data Import Design	Deliverable 2.6. DCCDIS Import Design
Subtask 2.7. Document Reports List	Deliverable 2.7. Reports List
Subtask 2.8. Identify and Document All User Roles and Access Modalities	Deliverable 2.8. User Security Roles and Access Modalities
Subtask 2.9. Document Detailed Design for County DCCDIS	Deliverable 2.9. Detailed Design Document for County DCCDIS
Task 3 Build and Implement Data Capture and Clinical Documentation Improvement System	
Subtask 3.1. Stand Up the Domains Required for the DCCDIS	Deliverable 3.1. Required Domains for County DCCDIS Implemented

Task/Subtask Name	Deliverables/Milestones
Subtask 3.2. Configure DCCDIS to Meet Requirements	Deliverable 3.2. DCCDIS Configured
Subtask 3.3. Build Reports	Deliverable 3.3. Reports Built
Subtask 3.4. Develop Interfaces for All Data Source Systems	Deliverable 3.4. Interfaces for All Data Source Systems Built
Task 4 Testing	
Subtask 4.1. Develop Test Plan for Project	Deliverable 4.1. Test Plan for Project
Subtask 4.2. Develop Test Scripts, Test Scenarios, and Test Script Catalog	Deliverable 4.2. Test Scripts, Test Scenarios, and Test Script Catalog
Subtask 4.3. Conduct Full Cycle Testing	Deliverable 4.3. Full Cycle Testing Completed
Subtask 4.4. Plan and Conduct Reports Testing	Deliverable 4.4. Reports Testing Completed
Subtask 4.5. Develop Interface Test Plan	Deliverable 4.5. Interface Test Plan
Subtask 4.6. Build and Test Interfaces	Deliverable 4.6. Tested Interfaces
Subtask 4.7. Resolve Test Issues and Defects	Deliverable 4.7. Issue Resolution Conducted
Task 5 Training	
Subtask 5.1. Develop Training Plan	Deliverable 5.1. Training Plan
Subtask 5.2. Develop Training Materials	Deliverable 5.2. Training Materials
Subtask 5.3. Provide Communications Strategy and Organizational Change Management	Deliverable 5.3. Communications Strategy and Organizational Change Management
Subtask 5.4. Conduct System Administrator and Help Desk Training	Deliverable 5.4. System Administrator and Help Desk Training Delivered
Subtask 5.5. Conduct End User Training	Deliverable 5.5. End User Training Delivered
Task 6 Deployment	
Subtask 6.1. Develop and Validate Deployment Plan	Deliverable 6.1. Deployment Plan
Subtask 6.2. Conduct Deployment	Deliverable 6.2. Completed Deployment
Subtask 6.3. Provide Go-Live Support and Transition to Production Support	Deliverable 6.3. Go-Live Support and Transition to Production Support Completed
Subtask 6.4. Conduct Post Go-Live Assessment	Deliverable 6.4. Post Go-Live Assessment
Subtask 6.5. Provide Post Go-Live Optimization and System Usability Services	Deliverable 6.5. Post Go-Live Optimization and System Usability Services
Task 7 Project Close-Out Activities	
Subtask 7.1. Develop Project Close-Out Checklist	Deliverable 7.1. Project Close-Out Checklist
Subtask 7.2. Achieve DCCDIS Final Acceptance	Deliverable 7.2. DCCDIS Final Acceptance
Subtask 7.3. Conduct Project Close-Out	Deliverable 7.3. Project Close-Out Completed

5.2. Deliverable Development and Approval Process

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

- (A) All Deliverables must be developed in the form and format agreed to by County and Contractor using a Deliverables Expectations Document (also referred to as a “**DED**”) Approved by County. As each Project

Deliverable is submitted, Contractor must include a copy of the Project DED as the cover sheet. A template to be used for each DED during this Project can be found in Section 6 (Project Deliverable Expectations Document Template) of this SOW.

- (B) Develop agendas, and coordinate scheduling with County, for all necessary events (e.g., workshops, meetings) for the production of the Deliverable.
- (C) Facilitate events (e.g., workshops, meetings) as required for the development of the Deliverable.
- (D) Record and analyze the input received from all events (e.g., workshops, meetings, and learning sessions) and distribute results or minutes for review to event participants.
- (E) Prepare drafts of the Deliverable for County for review.
- (F) Provide a structured process for County to provide feedback on drafts, including events, as appropriate.
- (G) Compile and incorporate County feedback to the draft Deliverable and prepare a revised Deliverable.
- (H) Distribute the revised Deliverable to County for review; obtain and analyze County feedback as above, and repeat if necessary.
- (I) Complete a final version of the Deliverable including, prior to distribution for Approval by County, validation by Contractor that the Deliverable conforms to the Specifications and meets the Acceptance Criteria.

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

5.3. Support Services

For the avoidance of doubt, the software included by Contractor in the DCCDIS shall be deemed Licensed Software under this Agreement, and subject to the representations, and warranties as set forth in the Agreement.

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

5.4. Detailed SOW Tasks

Task 1 Project Initiation	
Task Description	
Contractor will develop a DCCDIS Project Work Plan. The team members from Contractor, County, and external stakeholders will be introduced and their specific roles will be described through activities including a Project Initiation Session. A DCCDIS-specific introduction and training will be provided for the County personnel working on this SOW (referred to in this Exhibit as the “ Data Capture and Clinical Documentation Improvement System Workgroup ” or “ County Workgroup ”) and the Data Capture and Clinical Documentation Improvement System Workgroup will be introduced to various Contractor tools and methodologies, and Best Practices recommendations that will be used throughout this SOW.	
Subtasks/Deliverables	
Subtask 1.1. Develop and Maintain Detailed Project Work Plan	Deliverable 1.1. Detailed Project Work Plan <ul style="list-style-type: none"> • Initial Project Work Plan • Final baseline Project Work Plan

Task 1 Project Initiation

Prior to execution of the Agreement, the Contractor will develop an Initial Project Work Plan (PWP) for the DCCDIS Project. The PWP shall include:

- Deliverables, tasks, and subtasks;
- Associated dependencies among Deliverables, tasks, and subtasks within this SOW and across all related workstreams;
- Key personnel assigned, including level of commitment by resource (on-site and off-site)
- Resources (effort hours and roles) required for each Deliverable, task, and subtask;
- Start and completion dates for each Deliverable, task, and subtask;
- Acceptance Criteria for each Deliverable; and
- Milestones and Key Milestones.

Following execution of the Agreement, Contractor will review the initial PWP with County Project Management and leadership for familiarization and to gather feedback.

Contractor will incorporate County feedback and update and present a final PWP as initial baseline.

Contractor will maintain the PWP throughout the duration of this SOW and hold regular PWP review sessions or incorporate review of the PWP into ongoing project meetings.

Acceptance Criteria

- Contractor completes review of draft Project Work Plan with key County individuals as identified by the County SOW Lead.
- Timelines detailed in the Project Work Plan are realistically achievable with reasonable effort as determined by County.
- Final baseline Project Work Plan incorporates, and is consistent with, County feedback.
- Final baseline Project Work Plan addresses all elements described in Subtask 1.1 (Develop and Maintain Detailed Project Work Plan).
- Final baseline Project Work Plan is delivered in accordance with the Agreement, Specifications, and agreed delivery date, and has been Approved by County.

Subtask 1.2. Develop Detailed Interface Activities in the Project Work Plan

As part of the project management materials, Contractor will develop and maintain an overall Project Work Plan. The Project Work Plan will include an Interface-specific section(s). The overall Project Work Plan will include a Project Schedule, will be maintained in Microsoft Project, and shall include:

- Deliverables, tasks, and subtasks;
- Associated dependencies among Deliverables, tasks, and subtasks both within this SOW and across all work streams;
- Start date and date of completion for each Deliverable, task, and subtask;
- Acceptance Criteria for each Deliverable; and
- Milestones and Key Milestones.

Deliverable 1.2. Interface Activities in the Project Work Plan

- Interfaces-specific section of Project Work Plan.

Acceptance Criteria:

- The Interfaces-specific section of the Project Work Plan incorporates, and is consistent with, County-provided input.
- The Interfaces-specific section of the Project Work Plan addresses all elements described in subtask 1.2 (Develop Detailed Interface Activities in the Project Work Plan).
- Elements of the Interfaces-specific section of the Project Work Plan and their associated dependencies are reconciled with other Tasks, subtasks, and deliverables as outlined in this and the Maintenance and Support SOW.
- Confirmed availability of Contractor resources required to implement the Interfaces activities in the Project Work Plan.

Task 1 Project Initiation

Subtask 1.3. Create Project Staffing and Resource Management Plan

Contractor will initiate this Subtask 1.3 (Create Project Staffing and Resource Management Plan) by identifying all applicable organizational, departmental, consulting, contractor, and vendor stakeholders.

Contractor will create a Project Staffing and Resource Management Plan for all Project steps for County including:

- Resources and staffing levels required for this SOW;
- Short descriptions of positions identified in the Project Staffing and Resource Management Plan;
- Fully-loaded Contractor resource staffing commitments (i.e., identification of FTE equivalent or hours for all resources by Key Milestone);
- Project Organizational Chart that aligns with Licensed Software, Third-Party Products, and workstreams documented in the SOWs;
- Reporting relationships;
- Description of other resources such as conference rooms, training rooms, connectivity, calendars, etc.;
- Education Tracker to monitor training received or required for specific County staff/roles; and
- Guidelines for knowledge transfer between County personnel as they change roles, leave, or join the Project.

The Project Staffing and Resource Management Plan shall reflect all roles, responsibilities, and activities in the Project Work Plan.

Contractor will develop a draft Project Staffing and Resource Management Plan and submit it to County for review and feedback.

Contractor will incorporate County feedback and proposed changes into the Project Staffing and Resource Management Plan and submit a final version to County for Approval.

Subtask 1.4. Conduct Project Initiation

Contractor will conduct an Initiation Session (Kickoff event) to provide an introduction to the Services covered by this SOW to County’s executive leadership and County resources required to complete the tasks in this SOW. The Kickoff event will include discussion of, the timelines, dependencies and nature of the work effort that will be required to implement this SOW.

Before the Project Initiation Session, Contractor will:

Deliverable 1.3. Project Staffing and Resource Management Plan

- Initial and updated Project resource requirements and estimates
- Project Staffing and Resource Management Plan

Acceptance Criteria:

- Contractor completes review of draft Project Staffing and Resource Management Plan with key County individuals as identified by the County SOW Lead.
- Final Project Staffing and Resource Management Plan incorporates, and is consistent with, County feedback.
- Final Project Staffing and Resource Management Plan addresses all elements described in Subtask 1.3 (Create Project Staffing and Resource Management Plan).
- Final Project Staffing and Resource Management Plan is delivered in accordance with the Agreement, Specifications, and agreed delivery date, and has been Approved by County.

Deliverable 1.4. Project Initiation Completed

- Project Kickoff event
- Final list of participants for Kickoff event
- Project kickoff event materials
- Report documenting dependencies for this SOW
- List of County Workgroup members who attended the Kickoff event
- Kickoff Event Summary Report

Task 1 Project Initiation

- Work with County to identify all Contractor and County resources required to complete the tasks outlined in this SOW;
- Jointly review and finalize participant list no later than four (4) weeks prior to the Kickoff event;
- Develop an agenda/schedule for the Kickoff event; and
- Review and finalize materials for the Kickoff event with County no later than one (1) week prior to the Kickoff event.

Contractor will conduct the Initiation Session as follows:

- Provide background and overview of the DCCDIS, including any possible challenges and anticipated success criteria;
- Review tasks, Deliverables, and Milestones for the development of the DCCDIS design and implementation activities; and
- Provide training on data collection and design decision tools, processes, and methodologies, along with Best Practices recommendations, that will be used to accomplish the activities under this SOW.

After the Initiation Session, Contractor will prepare a Kickoff Event Summary Report and a report documenting dependencies for this SOW for review and Approval by County.

Acceptance Criteria:

- The Kickoff Event Summary Report has been Approved by County.
- Report documenting dependencies for this SOW that addresses all elements described in Subtask 1.4 (Conduct Project Initiation).
- Report documenting dependencies for this SOW has been Approved by County.

Subtask 1.5. Conduct Ongoing Project Management

Contractor will conduct ongoing project management activities for the duration of the Services provided under this SOW.

Contractor will:

- Maintain Project Work Plan (developed in Subtask 1.1 (Develop and Maintain Detailed Project Work Plan));
- Coordinate work efforts related to this SOW with other Contractor and County initiatives (e.g., EHR System Upgrades, Enhancements, etc.);
- Perform Error management;
- Manage and develop communications;
- Perform risk management;
- Manage staffing and resources consistent with the Project Staffing and Resource Management Plan (developed in Subtask 1.3 (Create Project Staffing and Resource Management Plan));
- Perform configuration and technology change management;
- Perform issue management;
- Perform Project change management;

Deliverable 1.5. Ongoing Project Management

- Weekly status reports, or according to an agreed-upon schedule, and as requested by stakeholder groups
- Defined Project Management Office structure in alignment with project structure and DHS established governance

Acceptance Criteria:

- Project management activities address all elements described in Subtask 1.5 (Conduct Ongoing Project Management).
- Project management activities are delivered in accordance with the Agreement, Specifications, and agreed delivery date, and have been Approved by County.

Task 1 Project Initiation

<ul style="list-style-type: none"> • Perform quality management; • Perform Deliverables management; • Develop Status Reports and conduct Status Meetings; and • Maintain the system architecture document and technical architecture document consisting of recommended configurations, integrations, workflows, and technologies as identified in Subtask 2.5 (System Architecture Specifications). <p>Contractor will provide resources to execute all Project Management tasks, functions, and activities described in Task 1 (Project Initiation).</p> <p>Contractor will establish a Project Management Office (PMO) structure aligned with County project team and DHS established governance to ensure all project management functions and activities are carried out effectively.</p>	
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Task 2 Design Data Capture and Clinical Documentation Improvement System

Task Description

Contractor will provide the Services to design the DCCDIS. As part of this task, Contractor will conduct discovery and design activities for the DCCDIS.

As part of (and contemporaneous with) the Interface design task described in Subtask 2.4 (Document Functional and Technical Specifications for Interfaces) with respect to which Contractor is responsible under Exhibit L (Interfaces), Contractor will identify and validate the necessary Interfaces and develop an Interface Specifications Document.

For each required Interface with respect to which Contractor is responsible, Contractor will develop a Specification, which will include functional and technical details of the Interface.

Subtasks/Deliverable

<p>Subtask 2.1. Conduct Discovery Activities and Validate DCCDIS Requirements</p> <p>Contractor will conduct Discovery Activities in preparation for the DCCDIS deployment activities. This will, at a minimum, include:</p> <ul style="list-style-type: none"> • Identify County’s organizational and technical basis; • Validate the structure and content of County’s Interface files from the data source systems, to ensure they contain the data elements needed for the DCCDIS; <p>Contractor will conduct Requirements Validation Activities in preparation for the DCCDIS deployment activities. This will, at a minimum, include:</p> <ul style="list-style-type: none"> • Conduct workshops for validation of DCCDIS Requirements with County SMEs; • Identify any missing, unclear, or extraneous requirements; 	<p>Deliverable 2.1. Discovery Findings and Validated DCCDIS Requirements</p> <ul style="list-style-type: none"> • Completed Discovery Activities • Completed Discovery Activities findings report <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Deliverable addresses all elements described in Subtask 2.1 (Conduct Discovery Activities and Validate DCCDIS Requirements) • The Discovery Activities findings report has been Approved by County. • The list of validated requirements has been Approved by County.
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Task 2 Design Data Capture and Clinical Documentation Improvement System	
<ul style="list-style-type: none"> • Update and validate DCCDIS Requirements with County SMEs; and • Document changes to requirements and final validated. 	
<p>Subtask 2.2. Perform and Document Interfaces Assessment</p> <p>Contractor will perform a current-state Interfaces Assessment as it relates to the DCCDIS, County’s EHR System, including the OpenLink Interface engine, and associated Third-Party Products to validate Exhibit L (Interfaces) and document the assessment as provided below.</p> <p>For all interfaces on Exhibit L (Interfaces), Contractor will draft an Interfaces assessment that includes the following:</p> <ul style="list-style-type: none"> • Source systems for Interfaces to and from the DCCDIS, County’s EHR System, including the OpenLink Interface engine, and associated Third-Party Products (County will provide vendor contacts required for Interfaces with any third-party system, including the EHR System and OpenLink); • Target systems for Interfaces to and from the DCCDIS, County’s EHR System, including the OpenLink Interface engine, and associated Third-Party Products; • A high level Interface description (e.g., types of data, messaging, and Interface tools and strategy); • Identification of existing Contractor Interfaces that meet or may facilitate addressing the County Interface requirements. • Identification of missing Interfaces, if any, Contractor requires to deliver the Services in accordance with the Agreement. <p>Contractor will analyze the findings of the Interfaces assessment and prepare a Risk Analysis Document that (a) identifies and documents issues, risks and barriers that may interfere with the Interfaces work stream, and (b) proposes recommendations and options for mitigating the identified risks, including:</p> <ul style="list-style-type: none"> • Identifying any third-party systems for which Contractor has experienced problems developing Interfaces in the past; • Identifying Interfaces for which a workaround may be required, and any limitations associated with the applicable workaround. 	<p>Deliverable 2.2. Interfaces Assessment</p> <ul style="list-style-type: none"> • Interfaces Assessment completed and risks identified. • Risk Analysis Document with recommendations for workarounds that include recommendations that have a high likelihood of improving DCCDIS performance. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • The Interfaces Assessment and Risk Analysis Documentation address all elements described in Subtask 2.2 (Perform and Document Interfaces Assessment). • The Risk Analysis Document is complete and provides sufficient descriptions of risk and mitigation recommendations.

Task 2 Design Data Capture and Clinical Documentation Improvement System

<p>Contractor will develop a Risk Analysis Document using industry standards, Best Practices, Contractor’s knowledge base and the expertise of Contractor’s SMEs.</p> <p>Contractor will review the draft Interfaces assessment with County.</p> <p>Contractor will incorporate County feedback and proposed changes into the Interfaces Assessment and submit the updates to County for Approval.</p>	
<p>Subtask 2.3. Prepare Interfaces Implementation Strategy Document</p> <p>Contractor will prepare an Interfaces Implementation Strategy Document, which, at a minimum, will:</p> <ul style="list-style-type: none"> • Specify the timing, sequencing, and coordination of the development and implementation of each Interface as it relates to the phased deployment strategy for the Project; • Identify and specify data conversion requirements, if any; • Prepare a data flow diagram; and • Specify the process and procedures for Interface downtime and recovery strategy as to data flowing to Contractor systems after being transmitted out of OpenLink and data flowing to OpenLink from Contractor systems prior to being received by OpenLink. <p>Contractor will review the draft Interfaces Implementation Strategy Document with County.</p> <p>Contractor will incorporate County feedback and proposed changes into the Interfaces Implementation Strategy Document and submit a final version to County for Approval.</p> <p>Contractor will use the Interfaces Implementation Strategy Document to update the Project Work Plan(s) for Interfaces with information regarding when each Interface will be developed and completed.</p>	<p>Deliverable 2.3. Interfaces Implementation Strategy Document</p> <ul style="list-style-type: none"> • Interfaces Implementation Strategy Document • Updated detailed Project Work Plan(s) for Interfaces that specify when each Interface will be developed and completed <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • The Interfaces Implementation Strategy Document incorporates, and is consistent with, County-provided input. • The Interfaces Implementation Strategy Document addresses all elements described in Subtask 2.3 (Prepare Interfaces Implementation Strategy Document). • The updated Project Work Plan(s) for Interfaces incorporates, and is consistent with, the information set forth in the Approved Interfaces Implementation Strategy Document. • The updated Project Work Plan(s) includes any known tasks and deliverables by third-party vendors to meet the DCCDIS requirements.
<p>Subtask 2.4. Document Functional and Technical Specifications for Interfaces</p> <p>Contractor will perform the Interface activities for the Project prior to Final Acceptance:</p> <ul style="list-style-type: none"> • Documenting any Interface requirements between the DCCDIS and County’s internal and third-party systems, including County’s EHR and OpenLink; • Identifying any dependencies between the development of each Interface and the 	<p>Deliverable 2.4. Functional and Technical Specifications for Interfaces</p> <ul style="list-style-type: none"> • Interface Specifications Document for each Interface • Updates to Interfaces Risk Analysis Document <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • The Interfaces Specification Document for each Interface incorporates, and is consistent with, County-provided input.

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<p>development and deployment of the applicable DCCDIS Solutions;</p> <ul style="list-style-type: none"> • Identifying requirements, if any, associated with migration by County of the applicable data; and • Where the migration of data from County systems is needed for use of the Licensed Software, working with County to help County determine the time period for which data will be migrated and configuring interfaces required for such migration. <p>Contractor will draft functional and technical Specifications for each required Interface for which Contractor is responsible (“Interface Specifications Document”) that, at a minimum, specifies the following:</p> <ul style="list-style-type: none"> • Name and high level description of the County and/or third-party system with which an Interface is required, and a description of the purpose and function of the Interface, and to which Contractor Solution(s) the Interface is connecting; • Requirements of the DCCDIS either to receive or send required elements and values; • Interface engine(s) that will be used to manage the Interface transactions; • List of transactions and data content for Interfaces required for each County and/or third-party system and all DCCDIS systems; • Specifications for mapping, aliasing, and/or transforming the data to conform to the applicable host system and to the DCCDIS, including which engine, if any, will be used for the transformation of the data; • Processes and requirements for Interface management, including filtering, throttling, queuing, retention period, and resending/republishing of messages; • Established standard for the Interface transaction (e.g., HL7, ASTM, X12, DICOM, etc.) which will be used for the necessary Interface. If a standard cannot be met, Contractor will propose an alternative (including justification for using something other than an established standard); • Specifications of the data and transport mechanisms required for the Interface transaction; • Specifications for monitoring the traffic through the Interface, and alerting requirements to County for unusual traffic; 	<ul style="list-style-type: none"> • The Interfaces Specification Document for each Interface addresses all elements described in Subtask 3.1 (Document Functional and Technical Specifications for Interfaces). • The updates to the Risk Analysis Document address all elements described in Subtask 3.1 (Document Functional and Technical Specifications for Interfaces). • The Interface Specifications Document for each Interface that interacts with a third-party system includes information from the third-party vendor necessary for Contractor to build the Interface.
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<ul style="list-style-type: none"> • Requirements for identification of exception/error types and exception/error processing of transactions; • Specifications for downtime and recovery strategy for each Interface for which Contractor has support and maintenance obligations; • Specifications for Interface connectivity including: <ul style="list-style-type: none"> ○ TCP/IP addresses; ○ Ports and firewall rules; ○ Client engines; and ○ Security certifications/VPN; • System Administrator account provisioning requirements for Interface access and control; and • The role and required contributions of applicable third-party vendors, if any, for the Interface (both to build and maintain the Interface). <p>If Contractor and County cannot agree on Contractor’s proposed solution for any Interface that must be built to meet DCCDIS requirements, Contractor will expeditiously escalate the issue to the predefined governance process.</p> <p>Contractor will review the functional and technical Interface Specifications Document with County.</p> <p>Contractor will incorporate County feedback and proposed changes into the functional and technical Interface Specifications Document and submit a final version to County for Approval.</p> <p>Contractor will work with the applicable third-party vendors and County as required for Contractor to create the functional and technical Specifications for each required Interface.</p> <p>Contractor will update the Risk Analysis Document based on the functional and technical Specifications developed for each Interface, to identify any additional issues and barriers that interfere with achieving the objectives of the Interfaces workstream and propose options for mitigating the identified risks, including identifying:</p> <ul style="list-style-type: none"> • Any data types, fields, or segments that Contractor cannot support via an Interface; and • Interfaces for which a workaround may be required, and any limitations associated with the applicable workaround. 	
<p>Subtask 2.5. System Architecture Specifications</p>	<p>Deliverable 2.5. System Architecture Specifications</p> <ul style="list-style-type: none"> • System architecture document and diagram

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<p>Contractor will develop new system architecture specifications that include:</p> <ul style="list-style-type: none"> • Information and database architecture; <ul style="list-style-type: none"> ○ Application architecture, including Downtime access architecture; • Network architecture; • Interface architecture; • User access architecture; • Network and system monitoring architecture; • Backup and disaster recovery architecture; and • Scalability and capacity planning during deployment and maintenance and operations, taking into account County estimates for future expansion. <p>Contractor will:</p> <ul style="list-style-type: none"> • Lead and facilitate discussion with County regarding domain strategy / mapping; • Develop draft system architecture specifications; • Conduct a review session with County; • Incorporate County feedback; and • Submit a final version of the system architecture specifications to County for Approval. <p>Contractor will develop new system architecture specifications that include:</p> <ul style="list-style-type: none"> • Specifications for Contractor-hosted hardware; • Hardware and operating system specifications for County-owned or approved devices; • Requirements for rack space, network infrastructure, power, and physical environment to accommodate Contractor-owned equipment on County premises; and • Physical network and points of demarcation. <p>Contractor will develop a technical architecture document and submit it to County for Approval.</p>	<ul style="list-style-type: none"> • Technical architecture document and diagram <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • System architecture documentation is Approved by County. • Technical architecture documentation is Approved by County. • Deliverable addresses all elements described in Subtask 2.5 (System Architecture Specifications).
<p>Subtask 2.6. Complete and Validate DCCDIS Data Import Design</p> <p>Contractor will lead and guide County staff through the development and validation of the workflows, processes, and source files required to be built for the implementation of the DCCDIS.</p> <p>Contractor will provide an introduction and overview to the purpose, structure, and intended functionality of the DCCDIS, with recommended best practices and standard source documents for the DCCDIS Data Import Design.</p>	<p>Deliverable 2.6. DCCDIS Data Import Design</p> <ul style="list-style-type: none"> • DCCDIS Data Import Design working sessions • Draft list of data sources, workflows, processes, and source files • Draft data source files • Final DCCDIS Data Import Design and data source files Approved by County • Final workflows and processes documented and Approved by County

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<p>Contractor will provide the necessary tools to assist County with the following:</p> <ul style="list-style-type: none"> • Understanding the various sections of the DCCDIS; • Identifying required data sources for the implementation of DCCDIS; • Providing instruction and guidance on structuring existing County data into the format necessary for successful upload; • Assisting County in mapping of County data to the DCCDIS; • Providing instruction and guidance for County on the workflows and process of completing data files for implementation of the DCCDIS; • Provide instruction and guidance for County on the workflows and processes for the ongoing maintenance of the data files. <p>Contractor will track and validate progress on completion of the source files on an ongoing basis.</p> <p>Contractor will facilitate a final review session with County of the DCCDIS Data Import Design prior to the initial upload of any data files into the DCCDIS.</p>	<p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Final DCCDIS Data Import Design incorporates County feedback and have approved by County. • Final data source files have been uploaded successfully to the DCCDIS, in accordance with the DCCDIS Data Import Design process. • Deliverable addresses all elements described in Subtask 2.6 (Complete and Validate DCCDIS Data Import Design).
<p>Subtask 2.7. Document Reports List</p> <p>Contractor will develop a final Reports List that includes County’s list of reports from within Exhibit A.1.1. (Reports and Dashboards) that will need to be provided on and after Productive Use. To create this list, Contractor will do all of the following:</p> <ul style="list-style-type: none"> • Provide County guidance/best practices to identify high-value reports; • Review the initial Reports List provided in Exhibit A.1.1 (Reports and Dashboards); • Review Contractor’s recommendations for how to configure standard Contractor reports to meet any applicable County needs; • Submit a draft Reports List for County review; and • Submit the final Reports List to County for Approval. 	<p>Deliverable 2.7. Reports List</p> <ul style="list-style-type: none"> • Reports Working Sessions Agendas delivered in advance of reports working sessions • Draft Reports List • Final Reports List <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Contractor completes review of draft Reports List and Contractor’s recommended high-value reports with key County individuals as identified by the County SOW Lead. • Final Reports List incorporates, and is consistent with, County feedback. • Final Reports List is delivered in accordance with the Agreement, and has been Approved by County.
<p>Subtask 2.8. Identify and Document All User Roles and Access Modalities</p> <p>Contractor will assist County in completing security data collection templates in collaboration with County. Contractor will review collected data and highlight issues and provide County with recommendations for addressing identified issues based upon Contractor Best Practices and other client experiences and approaches.</p> <p>Contractor will provide user security profiles documentation that includes:</p>	<p>Deliverable 2.8. User Security Roles and Access Modalities</p> <ul style="list-style-type: none"> • Final data collection templates • User security profiles documentation • User security profiles documentation review session • Updated Security, if necessary <p>Acceptance Criteria:</p>

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<ul style="list-style-type: none"> • Approach to defining and documenting standardized user security profiles and required authorizations for system access, as well as for administrative access to “back office” solution components (e.g., databases, servers, production data, etc.); • User roles for accessing Licensed Software, Third-Party Products, and Hosting Software; and • Policies and procedures for provisioning and de-provisioning user identities based on Best Practices for identity and access management solutions. <p>In addition to documenting all user roles and access modalities, Contractor will conduct a full review with the DHS Chief Information Security Officer (DHS CISO) of the County Security Plan as to the DCCDIS. If needed, Contractor will support and facilitate an update to the County Security Plan to reflect any and all changes impacted by the DCCDIS.</p> <p>Contractor will conduct a review session of the user security profiles documentation with County, including SMEs from all relevant SOWs and work streams.</p> <p>Contractor will incorporate County feedback and proposed changes into the user security profiles documentation and submit a final version to County for Approval.</p>	<ul style="list-style-type: none"> • User security profile documentation has been Approved by County. • The required authorizations for system access have been Approved by County. • The policies and procedures for provisioning and de-provisioning user identities have been Approved by County. • Contractor completes review of draft user security profiles documentation with key County individuals as identified by the County SOW Lead. • Final user security profiles documentation incorporates, and is consistent with, County feedback. • Final user security profiles documentation addresses all elements described in Subtask 2.8 (Identify and Document All User Roles and Access Modalities). • Final user security profiles documentation is delivered in accordance with the Agreement, Specifications, and agreed delivery date, and has been Approved by County. • County Security Plan is updated, if necessary, based on discussion with CISO and is Approved by County.
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<p>Subtask 2.9. Document Detailed Design for County DCCDIS</p> <p>Contractor will develop a final Detailed Design Document that includes the County design specifications for the Licensed Software build based on the data collected and decisions made during the activities associated with Subtasks 2.1 (Conduct Discovery Activities and Validate DCCDIS Requirements) through 2.8 (Identify and Document All User Roles and Access Modalities), inclusive, of this SOW and any design workshops with the County Workgroup necessary to complete the design.</p> <p>The Licensed Software final Detailed Design Document shall include documentation on all design decisions, including:</p> <ul style="list-style-type: none"> • The key design decisions and desired outcomes related to the DCCDIS; • The implications of key design decisions related to integration with existing third-party and County systems; • The data collection and decision documents Approved by County; 	<p>Deliverable 2.9. Detailed Design Document for County DCCDIS</p> <ul style="list-style-type: none"> • Completed data collection • List of participants, agenda, and findings from any design workshops • Draft Detailed Design Document • Final Detailed Design Document <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Contractor completes review of draft Detailed Design Document with key County individuals as identified by the County SOW Lead. • Content and functional coverage of system build is included in final Detailed Design Document. • Final Detailed Design Document incorporates, and is consistent with, County feedback. • Final Detailed Design Document addresses all elements described in Subtask 2.9 (Document Detailed Design for County DCCDIS). • Final Detailed Design Document is delivered in accordance with the Agreement, Specifications,
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<ul style="list-style-type: none"> • Whether the decision followed Contractor’s recommendation or not; and • Justification for not following a Contractor recommendation. <p>Contractor will submit a draft Detailed Design Document for County review and facilitate a review session with the County Workgroup.</p> <p>Contractor will solicit and incorporate County input into the draft final Detailed Design Document, then submit the final Detailed Design Document for County Approval.</p>	<p>and agreed delivery date, and has been Approved by County.</p>
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Task 3 Build and Implement Data Capture and Clinical Documentation Improvement System

<p>Task Description</p>	
<p>Contractor will provide the Services to implement the DCCDIS and achieve Final Acceptance by County. As part of this task, Contractor will conduct configuration and installation activities for the DCCDIS.</p>	
<p>Subtasks/Deliverable</p>	
<p>Subtask 3.1. Stand Up the Domains Required for the DCCDIS</p> <p>Contractor shall stand up the domains required for the DCCDIS.</p> <p>Contractor will initiate and perform the tasks set forth in the Remote Hosting Services Plan and applicable SOWs necessary during all stages of the Project in accordance with the Agreement and Exhibit M (Additional Hosting Services Terms and Conditions), including:</p> <ul style="list-style-type: none"> • Design and build; • Testing; and • Training. <p>Contractor will ensure that the domains necessary for build, testing, training, and production are established and successfully tested in accordance with the applicable SOWs under this Agreement.</p>	<p>Deliverable 3.1. Required Domains for County DCCDIS Implemented</p> <ul style="list-style-type: none"> • Hosting Services provided • Domains necessary for the build, testing, training, and production of the DCCDIS <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Hosting services are provided as set forth in the Agreement and applicable SOWs. • Necessary domains for build, testing, training, and production have been established and successfully tested. • Deliverable addresses all elements described in Subtask 3.1 (Stand Up the Domains Required for the DCCDIS).
<p>Subtask 3.2. Configure DCCDIS to Meet Requirements</p> <p>Contractor will configure the DCCDIS and content to meet the requirements of this SOW, including the final Detailed Design Document.</p> <p>Specific Contractor activities include:</p> <ul style="list-style-type: none"> • Review all data source systems to ensure the setup is correct for appropriate linkage to the DCCDIS and assist County with any necessary changes as needed for the appropriate linkage to the DCCDIS; • Report weekly on progress towards a complete build and alert County of any issues or risks; and 	<p>Deliverable 3.2. DCCDIS Configured</p> <ul style="list-style-type: none"> • Completed DCCDIS build • Written weekly updates on status of release and defect fixes as part of the Project Status Report <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • County has validated that the DCCDIS build meets specifications as documented in the final Detailed Design Document and is ready for testing.

Task 3 Build and Implement Data Capture and Clinical Documentation Improvement System	
<ul style="list-style-type: none"> Notify County when the DCCDIS has been fully configured to include all requirements related to the DCCDIS. 	<ul style="list-style-type: none"> Deliverable addresses all elements described in Subtask 3.2 (Configure DCCDIS to Meet Requirements).
<p>Subtask 3.3. Build Reports</p> <p>Contractor will build all required DCCDIS reports according to the final Reports List and Reports Work Plan defined in Subtask 2.7 (Document Reports List). Contractor will:</p> <ul style="list-style-type: none"> Map any Contractor provided standard reports to required County required reports from Subtask 2.7 (Document Reports List); Manage the build of all Data Capture and Clinical Documentation Improvement System reports using a Contractor-maintained reports tracker and provide written weekly progress reports against the Reports Work Plan and final Reports List under Subtask 2.7 (Document Reports List); Facilitate weekly reporting meetings (with County, the County Workgroups, and with Contractor Personnel) to monitor the progress of creation of all Data Capture and Clinical Documentation Improvement System reports identified in the Reports Working Sessions under Subtask 2.7 (Document Reports List); Notify County regularly in writing on issues and risks identified related to the quality and schedule of reports being built, along with applicable resolution and mitigation activities; Advise and assist County reporting team as needed; and Assist in troubleshooting issues with custom Data Capture and Clinical Documentation Improvement System reports in production. <p>Contractor will support County in the development of Data Capture and Clinical Documentation Improvement System reports, including review and validation of County-created Data Capture and Clinical Documentation Improvement System reports.</p>	<p>Deliverable 3.3. Reports Built</p> <ul style="list-style-type: none"> Report creation and maintenance Completed tracker of reports built Updated Reports Work Plan, if applicable Documentation that the complete list of all Data Capture and Clinical Documentation Improvement System reports defined in Subtask 2.7 (Document Reports List) has been built and is ready for testing Documentation of weekly calls <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> Written weekly progress reports have been provided on the completion of the reports. Regular written notifications have been made of issues and risks related to the quality and schedule of reports listed on the final Reports list. Reports Work Plan has been completed for and includes any County review updates. All reports on final Reports List are completed and approved for testing by County. Deliverable addresses all elements described in Subtask 3.3 (Build Reports).
<p>Subtask 3.4. Develop Interfaces for All Data Source Systems</p> <p>For Interfaces and extracts (i) identified in Exhibit L (Interfaces), or (ii) needed to deliver the DCCDIS, Contractor will (1) develop the Interface and extract specifications, (2) utilize the DHS-supported Interface engine or tool used to support the DCCDIS to create and manage the Interface transactions, and (3) initiate the County-designed workflows and processes to input the extracts on an ongoing basis.</p>	<p>Deliverable 3.4. Interfaces for All Data Source Systems Built</p> <ul style="list-style-type: none"> Interface Release Schedule Interfaces built which conform to the functional and technical Interface Specifications Document Exception identification process and report Data map for the Data Repository <p>Acceptance Criteria:</p>

Task 3 Build and Implement Data Capture and Clinical Documentation Improvement System

For all Interfaces, Contractor will:

- Update the Interface Specifications Document, including:
 - Name and high-level description of the County system with which an Interface is required, and a description of the purpose and function of the Interface;
 - Requirements of the DCCDIS to receive required elements and values; including:
 - Elements and values required by County, the Contractor, and any third-party vendor; and
 - Detailed description of what the Interface can or cannot accommodate, and alternatives where required.
 - DHS supported interface engine(s) that will be used to manage the Interface transactions;
 - List of transactions and data content for Interfaces required for each County system;
 - Specifications for mapping, aliasing and/or transforming the data to conform to the applicable system and to the Licensed Software, including (a) which engine will be used for the transformation of the data, and (b) which data elements County wants to retain in the DCCDIS via the Interface;
 - Processes and requirements for Interface management, including filtering, throttling, queuing, retention period, and resending/republishing of messages;
 - Performance requirements for each transaction, including real time vs. periodic, latency, etc.;
 - Established standard for the Interface transaction (e.g., HL7, ASTM, X12, FHIR, JASON, SOAP, etc.) which will be used for the necessary Interface. If a standard cannot be met, Contractor will propose an alternative (including justification for using something other than an established standard);
 - Specifications of the data and transport mechanisms required for the Interface transaction;
 - Specifications of system operating requirements for the Interface;
 - Specifications for monitoring the traffic through the Interface, and reporting requirements to County for unusual traffic;
- County Approved Interface Release Schedule
- Interface build completion document provided by Contractor is Approved by County
- The exception identification process and report have been Approved by County and will be available for County to use on an ongoing basis, even after the Project is transitioned to Production Support.
- Deliverable addresses all elements described in Subtask 3.4 (Develop Interfaces for All Data Source Systems).

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<ul style="list-style-type: none"> ○ Requirements for identification of exception types and exception processing of transactions; ○ Specifications for downtime and recovery strategy for each Interface; ○ Specifications for Interface connectivity including: <ul style="list-style-type: none"> ▪ TCP/IP addresses; ▪ Ports and firewall rules; ▪ Client engines; and ▪ Security certifications/VPN. ○ System administrator account provisioning requirements for Interface access and control; ○ Bandwidth requirements and transaction volumes, jointly with County and Contractor Interface architect, County and Contractor Systems Engineer; ○ The role and required contributions of applicable third-party vendors, if any, for the Interface (both to build and maintain the Interface); ● Track progress on Deliverables and report progress as well as issues and risks in the weekly Project Status Reports; ● Update and maintain a risk matrix related to the completion of the Interface Specifications and alert County of any risks to schedule; ● Provide build Documentation and descriptions for successful ongoing maintenance and support of Contractor-provided Services, including: <ul style="list-style-type: none"> ○ Identification of all systems which utilize the Interface; ○ Functionality of the Interface, the hardware and software components, transactions involved, and security and integrity requirements; and ○ Interface requirements including data protocols, data formats, communications methods, and processing priorities. ● Configure, code, and test all applications, application extensions, and data acquisition/Interfaces in accordance with the functional and technical Interface Specifications Document; ● Build custom tables as to the data sources and extracts identified in Exhibit L (Interfaces) within the DCCDIS as applicable to enable the DCCDIS to 	
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Task 3 Build and Implement Data Capture and Clinical Documentation Improvement System

<p>utilize the Interface data as described in Exhibit A.3 (Licensed Software Requirements); and</p> <ul style="list-style-type: none"> • Contractor will notify County once each Interface build as documented in the Interface Specifications Document is complete. <p>Contractor will develop a process to validate the integrity of the upload of data through each Interface and through manual uploads for sources for which an interface cannot be built. This process will include an exception report through which County can determine the points of failure.</p> <p>Contractor will develop and provide a data map for County’s content in the Data Repository.</p>	
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Task 4 Testing

Task Description

Contractor will develop a comprehensive Test Plan with input and participation from County covering all testing necessary to confirm that the Licensed Software, Third-Party Products, Modules, and all components of the DCCDIS function in an integrated fashion in accordance with the County requirements.

Contractor will be responsible for developing the Interfaces for which Contractor is responsible between the DCCDIS and County’s systems and associated third-party systems as required for Contractor to deliver the Services under the Agreement.

Contractor will provide Services with County input and participation to develop test scripts, test scenarios, associated test conditions and expected results for DCCDIS testing.

Contractor will monitor the progress, and validate completion, of all prerequisites to the DCCDIS identified in the Test Plan. Contractor will assist County in performing end-to-end testing in accordance with the Test Plan developed in Subtask 4.1 (Develop Test Plan for Project).

Subtasks/Deliverables

<p>Subtask 4.1. Develop Test Plan for Project</p> <p>Contractor will develop a Test Plan document with input and participation from County that identifies all major aspects and phases of testing throughout the Project, including a test plan that specifically addresses testing for each entity (as needed). The Test Plan will include end-to-end testing for DCCDIS and reporting. In addition, the Test Plan will include testing for Additional Software, required to deliver the DCCDIS to ensure the DCCDIS operates in accordance with the Detailed Design Document and Acceptance Criteria.</p> <p>The Test Plan will detail Contractor’s approach to performing and/or supporting the following testing phases:</p> <ul style="list-style-type: none"> • Requirements Validation • Future State Workflow Validation <p>The Test Plan will include a test approach for each testing phase and facility (as applicable). The test approach will include:</p>	<p>Deliverable 4.1. Test Plan for Project</p> <ul style="list-style-type: none"> • Draft Test Plan • Final Test Plan <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Contractor completes review of draft Test Plan with key County individuals as identified by the County SOW Lead. • Final Test Plan incorporates, and is consistent with, County feedback. • Final Test Plan addresses all Test Plan elements described in Subtask 4.1 (Develop Test Plan for Project). • Final Test Plan is delivered in accordance with the Agreement, Specifications, and agreed delivery date, and has been Approved by County.
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Task 4 Testing

- Test overview including objectives and coverage;
- Testing control;
- Resourcing, including staffing (i.e., test user roles), infrastructure, and communication protocols;
- Contractor and third-party vendor roles and responsibilities;
- How County will participate in the testing, including detailed roles and responsibilities;
- Test schedule with key dates and Deliverables;
- Identification of recommended prerequisites to begin each testing phase;
- Testing sequence and interdependencies between testing phases;
- Testing metrics (i.e., expected outcomes, including reports);
- Configuration management;
- Change control;
- Tester training;
- Exit criteria;
- Required artifacts that cover all applicable domains, venues, and locations, including:
 - Test scenarios (narrative); and
 - Test script template (step-by-step);
- Defect severity definitions;
- Procedures for defect identification, resolution, retesting, and escalation, and communication related to each of these steps;
- Test tools, both Contractor-provided and County owned; and
- Assumptions, issues, and risks.

Contractor will develop a draft Test Plan and submit it to County for review and feedback.

Contractor will review and incorporate County feedback and proposed changes into the Test Plan and submit a final version to County for Approval.

Throughout the project, Contractor will review and update the Test Plan as required by County to increase testing effectiveness and efficiency and resolve testing problems, and submit any Test Plan updates to County for review and Approval.

Subtask 4.2. Develop Test Scripts, Test Scenarios, and Test Script Catalog

Contractor will support County's development of test scripts, test scenarios, associated test conditions, and expected results. Test script samples, templates, and test scenarios will take into account departmental

Deliverable 4.2. Test Scripts, Test Scenarios, and Test Script Catalog

- Sample test scripts
- Final issue tracking form
- Test script catalog

Task 4 Testing

workflows, County-provided policies and procedures, County-provided actual scenarios and cross-departmental processes, and activities across all domains, venues, and locations at County for DCCDIS testing in accordance with Subtask 4.1 (Develop Test Plan for Project).

Contractor will:

- Provide County with samples of test scripts and test scenarios;
- Work with County to identify and document relevant test scenarios;
- Document test scenarios and test data requirements;
- Support County in developing detailed test scripts built upon Contractor-provided samples;
- Review and test County-adapted test scripts and recommend revisions to ensure scripts are comprehensive and effective to test all Licensed Software and Third-Party Product content and functionality;
- Monitor progress on test script development;
- Validate completeness of test scripts and test scenarios to ensure that test scripts and test scenarios take into account departmental workflows and County provided policies and procedures;
- Notify County of any risks to schedule, quality, or completeness of the test scripts and common test data being developed;
- Identify systemic issues related to completion of test scripts or test data (e.g., time management, complexity, data quality, and training issues) and provide County with recommendations for addressing them (e.g., through additional training and augmenting resources);
- Provide recommendations on grouping test scenarios and conditions into test cycles to maximize efficiency of test execution;
- Develop issue tracking form;
- Archive test scripts after all testing phases are completed; and
- Deliver additional training on test script and test data development to County personnel as needed.

The test scenarios will include, but not be limited to, tests regarding the design and the proper functioning of the DCCDIS in accordance with the Specifications.

Acceptance Criteria:

- Final Test Materials address all elements described in Subtask 4.2 (Develop Test Scripts, Test Scenarios, and Test Script Catalog)
- Final Test scripts, test scenarios, and test script catalog are delivered in accordance with the Agreement, Specifications, and agreed delivery date, and have been Approved by County.

Task 4 Testing

Contractor will develop a test script template catalog and submit it to County for review, localization, and feedback.

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

Subtask 4.3. Conduct Full Cycle Testing

Contractor will assist County in conducting implementation testing, record progress, and validate completion of all prerequisites to DCCDIS testing identified in the Test Plan. Contractor will:

- Monitor the progress of all prerequisites to DCCDIS testing identified in the Test Plan;
- Use the test scripts selected and developed in Subtask 4.2 (Develop Scripts, Test Scenarios, and Test Script Catalog) to conduct Contractor internal validation prior to County's DCCDIS testing;
- Notify County of any issues, problems, or incidents affecting the completion of any prerequisites to DCCDIS testing in accordance with the timeline identified in the Test Plan;
- Validate the completion of all DCCDIS testing prerequisites identified in the Test Plan; and
- Notify County when all prerequisites to DCCDIS testing identified in the Test Plan have been completed.

Contractor will jointly decide with County through the governance process when the DCCDIS build is ready to move to end-to-end testing.

Contractor will perform DCCDIS testing in accordance with the Test Plan and assist County in performing end-to-End testing activities. Contractor will:

- Provide on-site support during County's DCCDIS testing activities in accordance with the Test Plan and test scripts developed in Subtask 4.1 (Develop Test Plan for Project) and Subtask 4.2 (Develop Test Scripts, Test Scenarios, and Test Script Catalog), respectively;
- Review County log of Errors and defects;
- Resolve all Errors and defects impacting Go-Live and support County personnel in troubleshooting issues;
- Assist County with re-testing defect fixes;
- Regularly communicate with County regarding status and schedule of DCCDIS testing; and
- Document test results.

Contractor will monitor status and schedule of DCCDIS testing and support re-testing resolved defects.

Deliverable 4.3. Full Cycle Testing Completed

- Documentation of satisfaction of the prerequisites to DCCDIS testing identified in the Subtask 4.1 (Develop Test Plan for Project)
- Documentation of Contractor internal end-to-end testing
- DCCDIS testing
- Individual phase testing, incremental phase testing (Test Phase 1 + Test Phase 2, etc.), unit testing, system testing, and integration testing as set forth in the Testing Plan
- Complete test documentation, including Error and defect log with documented resolution

Acceptance Criteria:

- Contractor validated completion of all prerequisites to DCCDIS testing identified in the Test Plan.
- Contractor validated completion of DCCDIS testing.
- Contractor validated completion of all Go-Live Issues, Errors, and defects logged in DCCDIS testing.
- Test documentation has been Approved by County.
- Test phase exit criteria have been achieved or exceptions have been documented and Approved by Project governance.
- The results of the above tests for the DCCDIS have been documented.
- Unit, system, integration, and end-to-end testing for the DCCDIS have been completed and Approved by County.
- Deliverable addresses all elements described in Subtask 4.3 (Conduct Full Cycle Testing).

Task 4 Testing

Contractor will conduct daily wrap-up sessions that include:

- DCCDIS testing progress update;
- Review of open issues; and
- Strategy and schedule for resolution of defects.

Contractor will assist County in conducting requirements of end-to-end testing as identified in the Test Plan.

Throughout testing Contractor will:

- Provide ad hoc telephone, email, and in-person support to the County testing teams;
- Provide written regular ongoing progress reports on the progress of completion of resolutions to Errors, defects and status of change requests through the design, Approval, build, and test process; and
- Monitor progress of testing and provide County with advice to address issues arising, such as inability to meet timelines, lack of quality or attention in testing, the need for additional resources, test support, and management tools, etc.

Subtask 4.4. Plan and Conduct Reports Testing

Contractor will develop a Reports Test Plan document with input and participation from County that identifies all major aspects of the testing of the reports required under this SOW.

The Test Plan will detail Contractor’s approach to performing and/or supporting the following testing phases:

- Internal Validation
- Future State Validation

The Test Plan will include a test approach for each testing phase and entity (as applicable). The test approach will include:

- Test overview including objectives and coverage;
- Testing control;
- Resourcing, including staffing (i.e., test user roles), infrastructure and communication protocols;
- Contractor and third-party vendor roles and responsibilities;
- How County will participate in the testing, including detailed roles and responsibilities;
- Test schedule with key dates and Deliverables;
- Identification of recommended prerequisites to begin each testing phase;

Deliverable 4.4. Reports Testing Completed

- Draft Reports Test Plan
- Final Reports Test Plan
- Documented results with County input and participation of each completed and tested report
- List of resolved defects, including date of completion, retest results, and County Approval for each report
- County Approved built and tested reports
- Resolution of all outstanding defects defined as required for Acceptance of each report

Acceptance Criteria:

- Contractor completes review of draft Reports Test Plan with key County individuals as identified by the County SOW Lead.
- Final Reports Test Plan incorporates, and is consistent with, County feedback.
- Final Reports Test Plan addresses all Reports Test Plan elements described in Subtask 4.4 (Plan and Conduct Reports Testing).
- Final Reports Test Plan is delivered in accordance with the Agreement, Specifications, and agreed delivery date, and has been Approved by County.

Task 4 Testing

- Testing sequence and interdependencies between testing phases;
- Testing metrics (i.e., expected outcomes, including reports);
- Configuration management;
- Change control;
- Tester training;
- Exit criteria;
- Required artifacts that cover all domains, venues, and locations, including:
 - Test scenarios (narrative); and
 - Test script template (step-by-step);
- Defect severity definitions;
- Communication procedures for defect identification, resolution, retesting, and escalation;
- Test tools, both Contractor-provided and County owned; and
- Assumptions, issues, and risks.

Contractor will develop a draft Reports Test Plan and submit it to County for review and feedback.

Contractor will review and incorporate County feedback and proposed changes into the Reports Test Plan and submit a final version to County for Approval.

Throughout the Project, Contractor will review and update the Reports Test Plan as required by County to increase testing effectiveness and efficiency and resolve testing problems, and submit any Reports Test Plan updates to County for review and Approval.

Based on the approach outlined in the Reports Test Plan, County will test each report and identify defects and omissions.

Contractor will:

- Provide ad hoc telephone, email, and in-person support to the County testing teams;
- Monitor progress of testing and provide County with advice to address issues arising such as inability to meet timelines, lack of quality or attention in testing, the need for additional resources or test support, and management tools, etc.;
- Enter those defects and omissions that are not entered directly by County personnel but that are instead, communicated by email to the Contractor Project Manager for entering into Project Portal Online;
- Execute the Reports Test Plan;
- Utilize test scripts to test each report;

Task 4 Testing

- Test the reports;
- Log issues and defects related to testing of reports;
- Resolve issues and defects;
- Provide updates on status of defect resolution and implementation of County Approved change requests on weekly calls; and
- Support County in re-testing resolved defects deployed by Contractor.

Subtask 4.5. Develop Interface Test Plan

Contractor will develop and document an Interface Test Plan that, at a minimum, includes:

- The testing tools used to test each Interface;
- All resources required to test each Interface;
- County-specific unit and system test scripts for each Interface;
- Training on overall testing approach, and specifically on unit and system testing, to provide successful knowledge transfer;
- Documentation of the appropriate tests which need to be conducted on the Interfaces;
- Identification and documentation of the roles and responsibilities of Contractor resources, County team members, third-party vendors, and SMEs who will play a role in Interface validation testing;
- A test plan for unit and system testing of each Interface;
- Samples of unit test scripts (including test script for reviewing historical data where applicable) for Interfaces;
- Identification and documentation of relevant test scenarios for each Interface;
- Identification and documentation of relevant test patient data and regression test data;
- A process for the development of unit and system test scripts and test data, including the assumed data for the starting point of the unit test scripts;
- Identification of any activities required by County team and third-party vendors for testing and validation of Interfaces and ensure that these activities have been assigned to the relevant team members/third-party vendors;
- A process to coordinate the timing and scope of Interface testing with applicable testing related to other workstreams; and

Deliverable 4.5. Interface Test Plan

- Interface Test Plan.

Acceptance Criteria:

- The Interface Test Plan incorporates, and is consistent with, County-provided input.
- The Interface Test Plan addresses all elements described in Subtask 3.2 (Develop Interface Test Plan).

Task 4 Testing

- A process to incorporate feedback and County Approved modifications recorded in the Interface Specifications Document.
- Contractor will review the Interfaces Test Plan with County.
- Contractor will incorporate County feedback and proposed changes into the functional and technical Interface Specifications Document and submit a final version to County for Approval.

Subtask 4.6. Test Interfaces

Contractor will leverage the DHS Interface engine in connection with providing the Services related to Interfaces. County will provide the required OpenLink environments in which Contractor will build and test the Interfaces.

As each Interface is completed, Contractor will test the Interface and identify defects and omissions.

Contractor will:

- Perform and manage the testing and address issues arising such as inability to meet timelines, lack of quality or attention in testing, the need for additional resources or test support, and management tools, etc.;
- Address identified defects, including:
 - Document and verify the requirements to address the defect in a consistent and structured format;
 - Resolve all defects which will have little or no impact on Project Schedule or risk;
 - Escalate all defects which will have impact on Project Schedule or increase risk;
 - Resolve all defects which will have impact on Project Schedule or increase risk; and
 - Test and validate new functionality which resolves defects.
- Provide gateway criteria for moving from unit and system testing to integration Testing; and
- Document County Approved gateway criteria.

For each Interface, Contractor will:

- Track progress on Deliverables and report progress as well as issues and risks in the weekly Project Status Reports;

Deliverable 4.6. Tested Interfaces

- Interface build and test Schedule.
- Interfaces built which conform to the functional and technical Interface Specifications Documents.
- Documented results with County input of each completed and tested Interface.
- List of resolved defects, including date of completion, retest results, and County Approval for each Interface.
- Contractor completed unit Testing and system testing for each Interface.

Acceptance Criteria:

- Interface build and test Schedule.
- Built and tested Interfaces in accordance with the Specifications.
- Contractor resolution of all outstanding defects defined as required for Acceptance of each Interface.
- Interface build completion document provided by Contractor
- Gateway criteria have either been achieved or exceptions documented and Approved by Project governance.
- All defects and change requests that remain for each Interface, but are not essential to integration testing, but essential to a Go-Live, are identified on the issues list by mutual agreement, and documented severity levels identified.

Task 4 Testing

<ul style="list-style-type: none"> • Update and maintain a risk matrix related to the completion of Interface Specifications and alert County of any risks to schedule; • Configure, code, and test all applications, application extensions, and data acquisition/Interfaces in accordance with the functional and technical Interface Specifications Document; • Capture key performance indicators for each transaction, including real time vs. periodic, latency, etc.; • Execute the Interface Test Plan, including unit testing and integration testing; • Utilize test scripts to test each Interface; • Test the Interfaces; • Log issues and defects related to testing of Interfaces; • Resolve issues and defects; • Provide updates on status of defect resolution and implementation of County Approved change requests on weekly calls; • Release defect resolutions and implemented change requests as part of the build release cycles; • Retest resolved defects deployed by Contractor; and • Jointly decide with County through the governance process when the Interface build is ready to move onto integration testing, based on: <ul style="list-style-type: none"> ○ Completeness of functionality and content; and ○ Severity of outstanding defects. <p>Contractor will notify County once each Interface build as documented in the Interface Specifications Document is complete.</p>	
<p>Subtask 4.7. Resolve Test Issues and Defects</p> <p>Contractor will:</p> <ul style="list-style-type: none"> • Conduct issue resolution between testing events based on the issue log. • Provide a structured tool and format in Project Portal Online for County to record and report Errors, defects, and omissions • Enter those defects and omissions of content or functionality that are not entered directly by County personnel but that are, instead, 	<p>Deliverable 4.7. Issue Resolution Conducted</p> <ul style="list-style-type: none"> • Regular Errors, Defects and Change Request Progress Reports • Defect resolution document describing identified Errors, defects and omissions which have been resolved • Implementation of Error and defect resolutions and County-Approved change requests • Final test report/results summary

Task 4 Testing

<p>communicated by email to the Contractor Project Manager for entering into Project Portal Online;</p> <ul style="list-style-type: none"> • Resolve all Errors and defects and support County personnel in trouble shooting issues; • Assist County with retesting defect fixes; • Regularly communicate in writing with County regarding status and schedule of end-to-end testing; and • Document test results. • Address identified omissions as follows: <ul style="list-style-type: none"> ○ Document and verify the requirements to address the omission in a consistent and structured format; ○ Address all omissions that will have little or no impact on the Project Schedule or risk; ○ Escalate all omissions which will have impact on the Project Schedule or risk for consideration by the governance process; • Use a structured tool and format provided by Contractor, with access provided to County, Nuance, and Dolbey, to track, record, and report defects during Contractor’s performance pursuant to this SOW; • Correct defects, update defect correction status per the structured tool to be provided by Contractor, and notify County of when the defect resolutions will be released; <p>Contractor and County will jointly determine whether a requested change should be pursued at this stage in the Project, pursued as a change request after Go-Live, or should be rejected.</p> <p>Contractor will develop a final test report/results summary to support Go-Live readiness activities.</p> <p>After Final Acceptance, Contractor will export the information from the structured tool to be provided by Contractor in a format agreed to by the Parties.</p>	<p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Proof of resolution of all outstanding Errors, defects and County Approved Change Requests as defined as required for DCCDIS Go-Live • Documented results of completed testing of the DCCDIS • County-Approved Completed Unit, System, and End-to-End Testing for the DCCDIS optimization enhancements. • Deliverable addresses all elements described in Subtask 4.7 (Resolve Test Issues and Defects).
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Task 5 Training

Task Description	
Contractor will develop a Training Plan and Training and Support Materials (i.e., User / System manuals) and work with County on an ongoing basis to adapt the Training and Support Materials for all required trainings. Contractor will provide administrative and Help Desk training sessions, as well as end user training sessions.	
Subtasks/Deliverables	
<p>Subtask 5.1. Develop Training Plan</p> <p>Contractor will develop a Training Plan (e.g., Education and Learning Plans) for training end users,</p>	<p>Deliverable 5.1. Training Plan</p> <ul style="list-style-type: none"> • Draft Training Plan

Task 5 Training

administrators, technical support personnel and other stakeholders in using and supporting the DCCDIS.

The Training Plan will at a minimum:

- Provide an overview of the strategy for training for the DCCDIS, including training content and organization and an overall description of training;
- Define, for each training effort, the training subject areas, audience, objectives, approach, development timelines, and milestones;
- Define approach, evaluation processes, and materials to confirm that trainees have absorbed necessary knowledge and information;
- Define a high-level training schedule for all target audiences based on the logical sequence of how the content should be delivered, availability of the participants, and deployment timing;
- Include training for the target audiences on the capabilities and proficiencies identified in Exhibit I (Knowledge Transfer);
- Include a strategy for post Go-Live training of new end users, administrators, technical support personnel, and existing end users requiring additional training; and
- Highlight overall dependencies, Milestones, assumptions and risks.

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

- Table maintenance and updates;
- New processes for upload of data from other departments and data source systems (e.g., procurement, supply chain, Human Resources, and other systems identified in discovery);
- Standard and ad hoc reports; and
- The workflows that will be used with the DCCDIS.

Contractor will develop a draft Training Plan, incorporate County feedback, and submit a final Training Plan for County Approval.

Contractor will refine and update the Training Plan as new training materials are developed and training approaches are refined.

- Final Training Plan

Acceptance Criteria:

- Contractor completes review of draft Training Plan with key County individuals as identified by the County SOW Lead.
- Final Training Plan incorporates, and is consistent with, County feedback.
- Final Training Plan addresses all Training Plan elements described in Subtask 5.1 (Develop Training Plan).
- Final Training Plan is delivered in accordance with the Agreement, Specifications, and agreed delivery date, and has been Approved by County.

Subtask 5.2. Develop Training Materials

Contractor will provide County with access to Training and Support Materials as to the Go-Live version of the DCCDIS to enhance training, knowledge transfer, and adoption including:

- Sample demonstration scripts that County and Contractor staff will work together to customize to

Deliverable 5.2. Training Materials

- Training and Support Materials for technical and support staff and end users
- Review of, and advice for, enhancing County Training and Support Materials

Task 5 Training

<p>deliver application demonstrations for end users and other key stakeholders;</p> <ul style="list-style-type: none"> • Example standard user guides that County may customize with input from Contractor; • Examples of anonymized training materials developed by Contractor for its other clients; • Table maintenance and update documentation; • Documentation related to new processes for upload of data from other departments and data source systems (procurement, supply chain, Human Resources, and other systems identified in discovery); and • Documentation on generating standard reports and developing ad hoc reports. <p>For all activities Contractor will:</p> <ul style="list-style-type: none"> • Review County activities and Deliverables as County makes changes and creates new training materials; • Provide advice and direction to enhance effectiveness of such materials; • Provide recommendations regarding the training materials, including recommendations regarding which materials to use and how to enhance and adapt the materials, pursuant to Contractor’s Best Practices; • Identify systemic issues related to completion of training materials (e.g., capacity and capability of resources, complexity of approach, and adequacy of tools) and provide County with recommendations to address them (e.g., through additional tools, training, and resources); and • Provide a walk-through/dry-run of all Training and Support Materials prior to executing training of end users. 	<ul style="list-style-type: none"> • Recommendations and support for successful development and delivery of Training and Support Materials <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Contractor completes review of draft Training and Support Materials with key County individuals as identified by the County SOW Lead. • County SOW Lead Approval of walk thru / dry run of Training and Support materials and presentation prior to implementation of training sessions. • Final Training and Support Materials incorporate, and are consistent with, County feedback. • Final Training and Support Materials address all elements described in Subtask 5.2 (Develop Training Materials). • Final Training and Support Materials are delivered in accordance with the Agreement, Specifications, and agreed delivery date, and have been Approved by County.
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<p>Subtask 5.3. Provide Communications Strategy and Organizational Change Management</p> <p>In addition to the Training Services set forth in Subtask 5.1 (Develop Training Plan), Subtask 5.2 (Develop Training Materials), Subtask 5.4 (Conduct System Administrator and Help Desk Training), and Subtask 5.5 (Conduct End User Training) of this SOW, Contractor shall coordinate with County to develop and manage an organizational change management strategy (“OCM Strategy”). As part of developing and managing the OCM Strategy, Contractor will (i) develop materials for County’s use in connection with organizational change management (“OCM Materials”); (ii) conduct quarterly assessments of the effectiveness of the Project-related</p>	<p>Deliverable 5.3. Communications Strategy and Organizational Change Management</p> <ul style="list-style-type: none"> • Draft OCM Strategy • Final OCM Strategy • Initial and updated OCM Materials • Quarterly OCM Strategy assessments • OCM Strategy review sessions <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Final OCM Strategy incorporates, and is consistent with, County-provided input.
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Task 5 Training

organizational change management and communications and will provide County with recommendations; and (iii) support County's implementation of the OCM Strategy.

Contractor will draft, with input and feedback from County, an OCM Strategy that, at a minimum, will include:

- Data gathering processes and tools to assess current-state County capabilities to enable effective change;
- Resource requirements;
- Recommended approach for County to successfully manage organizational and cultural change and enhance adoption;
- Recommendations and plan for organizational change management communications;
- Requirements for informational materials for County personnel; and
- Contractor to provide advisory support for implementing the OCM Strategy.

The OCM Strategy developed by Contractor must address:

- The overarching organizational change management strategy recommended by Contractor, including:
 - overall philosophy and strategy;
 - plans for and anticipated challenges in scaling of the overall approach to an organization with the size and complexity of County;
 - resource requirements and how projected resource requirements and timelines are determined based on the size and complexity of the County setting;
 - required timelines and approach to management of the organization change management effort; and
 - strategy to mitigating risks and adjusting the strategy and implementation should unanticipated challenges or delays become apparent;
- How Contractor's standard or preferred approach to organizational change management will be modified in light of County's specific training infrastructure; and
- Contractor's RTPDI Utilization Acceleration activities to be performed pursuant to Subtask 2.6 (Provide RTPDI Utilization Acceleration Services) of

- Final OCM Strategy addresses all elements described in Subtask 5.3 (Provide Communications Strategy and Organizational Change Management).
- Final OCM Strategy reflects Contractor's recommended Best Practices.
- Final OCM Materials incorporate, and are consistent with, County-provided input.
- Final OCM Materials address all elements described in Subtask 5.3 (Provide Communications Strategy and Organizational Change Management).
- Final OCM Materials reflect Contractor's recommended Best Practices.
- County-Approved updates to OCM Materials.
- Quarterly assessments of the OCM Strategy address all elements described in Subtask 5.3 (Provide Communications Strategy and Organizational Change Management).
- OCM Strategy review sessions have been Approved by County.

Task 5 Training	
<p>Exhibit A.2 (Support Services and Maintenance Statement of Work)</p> <p>Contractor will develop a draft OCM Strategy and submit it to County for review and feedback.</p> <p>Contractor will incorporate County feedback and proposed changes into the OCM Strategy and submit a final version to County for Approval.</p> <p>Contractor shall develop OCM Materials pursuant to the OCM Strategy and as additionally requested by County, including:</p> <ul style="list-style-type: none"> • Tools, Documentation, and other materials (e.g., flyers) to support DCCDIS change management; and • Informational materials for County personnel. <p>Contractor will develop draft OCM Materials and submit them to County for review and feedback.</p> <p>Contractor shall incorporate County feedback and proposed changes into the OCM Materials and submit final versions to County for Approval.</p> <p>Contractor shall refine and update the OCM Materials as requested by County.</p> <p>Contractor will conduct quarterly assessments of the OCM Strategy and its implementation and outcomes that, at a minimum, includes:</p> <ul style="list-style-type: none"> • Assessment of the effectiveness of the OCM Strategy and County activities related to that strategy; • Identification of issues related to communications and organizational change management; • Recommendations for communications and other approaches and activities to enhance the effectiveness of organizational change and enhance the likelihood of overall Project success; • Recommendations for potential changes to the OCM Strategy; • Development and refinement of communication materials, presentations, and content for County use; and • Facilitation of a review session of the quarterly OCM Strategy assessment with County Project team. 	
<p>Subtask 5.4. Conduct System Administrator and Help Desk Training</p> <p>Contractor will provide DCCDIS Help Desk training classes to support County Help Desk personnel and</p>	<p>Deliverable 5.4. System Administrator and Help Desk Training Delivered</p> <ul style="list-style-type: none"> • Proficient individuals ready to administer the system, provide support, and conduct general maintenance and operations

Task 5 Training

classes of maintenance training for System Administrator training needs.

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

- Application troubleshooting and issues management;
- DCCDIS architecture terminology and tier functions;
- Basic troubleshooting techniques;
- Issue resolution process;
- Submitting service records;
- Conducting data gathering for issue resolution; and
- Technical training specific to the DCCDIS.

Contractor will conduct training for County resources that will be responsible for administering the system and for common maintenance and support activities.

In addition, Contractor will conduct proficiency assessments and provide additional training, as necessary, to ensure staff are proficient in the content of the training.

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

- Proficiency Assessment and documentation
- Acceptance Criteria:**
- All identified relevant technical staff have successfully completed training (based on results documented in training proficiency assessment).
 - Deliverable addresses all elements described in Subtask 5.4 (Conduct System Administrator and Help Desk Training).

Subtask 5.5. Conduct End User Training

Contractor will conduct end user training for the County user groups described in Exhibit I (Knowledge Transfer). This training, as defined in Subtask 5.1 (Develop Training Plan), will be focused on the use of the DCCDIS per the future-state end user workflows, including the proficiencies, capabilities, and skills described in Exhibit I (Knowledge Transfer), as well as the objectives of the DCCDIS.

Contractor also will provide working sessions, as defined in Subtask 5.1 (Develop Training Plan), to enable end users to work with the DCCDIS and be able to ask questions in real time based on implementation of the DCCDIS and future-state workflows.

The end user training shall include the classes as described in Exhibit I (Knowledge Transfer).

Without limiting the training described elsewhere in this SOW, the training shall enable the applicable authorized County end users to:

- Import external data into the DCCDIS using the file import tools (e.g., Microsoft SSIS) provided by the DCCDIS; and
- Create and populate custom tables within the DCCDIS that can be queried and filtered as described in Exhibits A.3 (Licensed Software

- Deliverable 5.5. End User Training Delivered**
- Proficient end users ready to use the DCCDIS
 - Proficiency Assessment and documentation
- Acceptance Criteria:**
- All end users successfully completed training (based on results documented in training proficiency assessment).
 - Deliverable addresses all required elements described in Subtask 5.5 (Conduct End User Training).

Task 5 Training

<p>Requirements) and A.1.1 (Reports and Dashboards).</p> <p>Contractor will:</p> <ul style="list-style-type: none"> • Track completion of training and report progress to County on a regular basis and by user role, location, and other attributes as specified by County; and • Conduct proficiency assessments and provide additional training, as necessary, to ensure staff are able to become proficient in the content of the training. <p>Contractor agrees that County may create a recording (audio and video) of training classes.</p>	
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Task 6 Deployment

Task Description	
<p>Contractor will conduct general deployment preparations for the deployment, including developing and validating a Deployment Plan. Contractor and County will deploy Licensed Software and Third-Party Products in accordance with the Deployment Plan. In addition, Contractor will coordinate Project transition to maintenance and support.</p>	
Subtasks/Deliverables	
<p>Subtask 6.1. Develop and Validate Deployment Plan</p> <p>Contractor will develop a Deployment Plan that includes the following:</p> <ul style="list-style-type: none"> • Go-Live Go/No-Go Decision Framework and Processes, including: <ul style="list-style-type: none"> ○ Definition of criteria for each Go/No-Go decision; and ○ Go/No-Go checklist for each Go-Live; • Go-Live Help Desk Scripts with County and Contractor roles and responsibilities and issue logging and resolution procedure; • Go-Live Event Staffing and Support Model, including: <ul style="list-style-type: none"> ○ Roles of Contractor and County support teams; ○ For each Go-Live, Contractor will support Go-Live with project management and the DCCDIS deployment teams until the transition to Production Support as described in Subtask 6.3 (Provide Go-Live Support and Transition to Production Support) has been completed, which, as of the Effective Date, the Parties expect to occur approximately three (3) months after each Go-Live. For at least the first ten (10) Business Days of such support to be provided by Contractor for each Go-Live, Contractor’s DCCDIS deployment teams will be 	<p>Deliverable 6.1. Deployment Plan</p> <ul style="list-style-type: none"> • Draft Deployment Plan • Final Deployment Plan <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Contractor completes review of draft Deployment Plan with key County individuals as identified by the County SOW Lead. • Final Deployment Plan incorporates, and is consistent with, County feedback. • Final Deployment Plan addresses all Deployment Plan elements described in Subtask 6.1 (Develop and Validate Deployment Plan). • Final Deployment Plan is delivered in accordance with the Agreement, Specifications, and agreed delivery date, and has been Approved by County.

Task 6 Deployment	
<p>on-site at County during the hours of 8:00 AM to 4:00 PM Pacific time;</p> <ul style="list-style-type: none"> ○ Issue management process; and ○ For each Go-Live, transition-out criteria and transition-out process for Contractor on-site support staff, including a Deployment Close-Out Checklist; and <ul style="list-style-type: none"> ● Transition to support gates. <p>Contractor will review the Deployment Plan with County.</p> <p>Contractor will incorporate County feedback and proposed changes into the Deployment Plan and submit a final version to County for Approval.</p>	
<p>Subtask 6.2. Conduct Deployment</p> <p>Contractor will deploy the DCCDIS as defined in the Deployment Plan.</p> <p>Contractor will conduct a Go-Live Event for each Go-Live of the Licensed Software and Third-Party Products to formally initiate the DCCDIS deployment.</p> <p>Contractor will:</p> <ul style="list-style-type: none"> ● Track and monitor progress; ● Identify, escalate, and resolve issues; and ● Recommend adjustments to deployment and the Deployment Plans as necessary 	<p>Deliverable 6.2. Completed Deployment</p> <ul style="list-style-type: none"> ● Completed deployment <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> ● The Go-Lives have been executed as described in the Deployment Plan Accepted by County under Subtask 6.1 (Develop and Validate Deployment Plan). ● Completion of the Deployment Close-Out Checklist for each Go-Live as defined in the Deployment Plan created in Subtask 6.1 (Develop and Validate Deployment Plan).
<p>Subtask 6.3. Provide Go-Live Support and Transition to Production Support</p> <p>Prior to transitioning to the steady-state Support Services, Contractor’s DCCDIS deployment teams will provide issue management and problem resolution support in accordance with the Deployment Plan, including on-site for at least the first ten (10) Business Days following each Go-Live during the hours of 8:00 AM to 4:00 PM Pacific Time, and as otherwise described in Subtask 6.1 (Develop and Validate Deployment Plan) and the Deployment Plan, to assist with the following tasks:</p> <ul style="list-style-type: none"> ● Go-Live support; ● Compliance with established Go-Live DCCDIS checkpoints; ● Maintain tracking list of issues that arise throughout the Go-Live; ● Resolve issues throughout the Go-Live; and ● Optimization coaching. <p>In mutual agreement with County, following the support period for each Go-Live as described above, the Contractor Project team will coordinate transition to</p>	<p>Deliverable 6.3. Go-Live Support and Transition to Production Support Completed</p> <ul style="list-style-type: none"> ● Go-Live support as described in Subtask 6.3 (Provide Go-Live Support and Transition to Production Support) and the Deployment Plan ● Issue tracking list for each Go-Live ● Draft and final transition checklist for each Go-Live ● Successful transition to Production Support <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> ● For each Go-Live, all critical issues were resolved during the duration of the Go-Live. ● The issue tracking list for each Go-Live has been Approved by County. ● County transitioned to steady state Production Support following each Go-Live. ● Go-Live support addresses all elements described in Subtask 6.3 (Provide Go-Live Support and Transition to Production Support). ● Each period of Go-Live Support Services were delivered in accordance with the Agreement,

Task 6 Deployment	
<p>the County and Contractor ongoing Production Support teams upon achieving exit criteria.</p> <p>Prior to each deployment, Contractor’s transition team will develop a checklist for the transition from the Go-Live support team to the Production Support team.</p> <p>Contractor will review the transition checklists with County.</p> <p>Contractor will approve each transition to production.</p> <p>For each transition to production, Contractor will initiate Production Support to include all elements listed under Task 2 (Maintenance and Operations) of Exhibit A.2 (Support Services and Maintenance Statement of Work).</p>	<p>Specifications, and agreed delivery date, and have been Approved by County.</p>
<p>Subtask 6.4. Conduct Post Go-Live Assessment</p> <p>After each Go-Live, Contractor will conduct a Post Go-Live Assessment with County input with the following goals:</p> <ul style="list-style-type: none"> • Determine if end-users are utilizing the Solution(s) as designed; • Determine why end-users are not using the Solutions(s) as designed; • Provide recommendation to facilitate use of the Solutions(s); • Identify gaps in the Solution and the County requirements and Business Objectives; • Document new issues not previously observed; and • Identify any additional Solution benefits and recommendations to implement. <p>The Post Go-Live Assessments conducted by Contractor will incorporate County input and will include:</p> <ul style="list-style-type: none"> • A High-Level Event Guide developed with County leadership prior to the Post Go-Live Assessment; • Contractor solution architects and/or delivery consultants will conduct on-site user observations and interviews (e.g., Solution workflow reviews, discussions with analysts, etc.) on a workgroup-by-workgroup basis by meeting individually with staff and observing local facility and staff; • Review findings with the County Project management team and other County teams for review and assessment; • Review of the Post Go-Live Assessment report with County includes Contractor resources who are knowledgeable of the report’s contents; • Conduct an executive briefing with County to review the findings of the assessment which will include County management staff; 	<p>Deliverable 6.4. Post Go-Live Assessment</p> <ul style="list-style-type: none"> • High-Level Event Guide sent to County before each Post Go-Live Assessment • Post Go-Live Assessment with County input for each Go-Live <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Conduct Post Go-Live Assessment for each Go-Live with County as outlined in the High-Level Event Guide. • The review of the Post Go-Live Assessment report for each Go-Live with County includes Contractor resources knowledgeable of the report’s contents. • The Post Go-Live Assessment for each Go-Live incorporates County feedback. • The Post Go-Live Assessment report for each Go-Live has been Approved by County.

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<ul style="list-style-type: none"> • Provide written report of findings with Contractor advice and recommendations to enhance County’s use of the Solutions(s) and enhance the Solution(s) benefits; and • Incorporate County feedback and propose changes into the Post Go-Live Assessment reports and submit a final version to County for Approval. 	
<p>Subtask 6.5. Provide Post Go-Live Optimization and System Usability Services</p> <p>Contractor shall provide Post Go-Live Optimization and System Usability Services to implement post-design changes to improve the County user experience, increase the efficiency of workflows, add post-design features and functions, and that are otherwise requested by County or recommended by Contractor per the feedback and suggestions collected by Contractor from County throughout the Project (“Post Go-Live Changes”). As part of the Post Go-Live Optimization and System Usability Services, Contractor shall:</p> <ul style="list-style-type: none"> • Solicit and collect feedback and suggestions from County during Contractor’s performance of Task 4 (Testing), Task 5 (Training), Subtask 6.3 (Provide Go-Live Support and Transition to Production Support), and Subtask 6.4 (Conduct Post Go-Live Assessment) under this SOW; • With input from County, prioritize the Post Go-Live Changes and other feedback and suggestions and develop an Implementation Plan for the post Go-Live optimizations, system usability improvements, and other Post Go-Live Changes; • Within the first two (2) weeks following each Go-Live: <ul style="list-style-type: none"> ○ validate the DCCDIS functionality, including validation that appropriate outcomes are being achieved pursuant to the Specifications, including the Business Objectives; and ○ implement configuration changes and other DCCDIS changes to resolve issues that are identified with the DCCDIS functionality; • Implement the Post Go-Live Changes; • As to any Post Go-Live Changes not implemented by Contractor under this Subtask 6.5 (Provide Post Go-Live Optimization and System Usability Services), Contractor shall develop a plan and timeline to implement such post Go-Live optimizations and system usability improvements as part of the Support Services. 	<p>Deliverable 6.5. Post Go-Live Optimization and System Usability Services</p> <ul style="list-style-type: none"> • Draft Implementation Plan for Post Go-Live Changes • Final Implementation Plan for Post Go-Live Changes • Documentation of implemented Post Go-Live Changes <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Deliverable addresses all elements described in Subtask 6.5 (Provide Post Go-Live Optimization and System Usability Services).

Task 6 Deployment

Contractor will develop a draft Implementation Plan for Post Go-Live Changes and submit it to County for review and feedback.

Contractor will review and incorporate County feedback and proposed changes into a final Implementation Plan for Post Go-Live Changes and submit the final version to County for Approval.

Contractor will begin its performance of the Post Go-Live Optimization and System Usability Services upon County's Approval.

Nothing in this Subtask 6.5 (Provide Post Go-Live Optimization and System Usability Services) will require Contractor to make changes to the Source Code of the Licensed Software.

Task 7 Project Close-Out Activities**Task Description**

Contractor will be responsible for Project close-out activities. The purposes of these activities are to resolve any outstanding Project issues, obtain formal agreement from the Project governance processes to officially close out the Project, ensure that there is an official hand over of the DCCDIS from the Project team to the maintenance and operations team, and conduct a thorough review of the Project.

Subtasks/Deliverables**Subtask 7.1. Develop Project Close-Out Checklist**

Contractor will develop a Project Close-Out Checklist (Solution Turnover Document).

Contractor will review the draft Project Close-Out Checklist with County.

Contractor will incorporate County feedback, and submit a final Project Close-Out Checklist for County Approval.

Deliverable 7.1. Project Close-Out Checklist

- Draft Project Close-Out Checklist
- Final Project Close-Out Checklist

Acceptance Criteria:

- Contractor completes review of draft Project Close-Out Checklist with key County individuals as identified by the County SOW Lead.
- Final Project Close-Out Checklist incorporates, and is consistent with, County feedback.
- Final Project Close-Out Checklist addresses all elements described in Subtask 7.1 (Develop Project Close-Out Checklist).
- Final Project Close-Out Checklist is delivered in accordance with the Agreement, Specifications and agreed delivery date, and has been Approved by County.

Subtask 7.2. Achieve DCCDIS Final Acceptance

After each Go-Live Event, Contractor will diagnose, propose solutions to, and correct Errors in accordance with Section 12 (Acceptance) of the Agreement.

Contractor will conduct a review session with County after Productive Use of each Go-Live Event and will provide the Performance Verification Report described

Deliverable 7.2. DCCDIS Final Acceptance

- Performance Verification Report
- Final Acceptance Report under this SOW

Acceptance Criteria:

Task 7 Project Close-Out Activities

<p>in Section 12.5.2 (Performance Verification Report) of the Agreement.</p> <p>After each Go-Live Event, Contractor will develop a performance verification report which includes:</p> <ul style="list-style-type: none"> • Summary of activities, results, and outcomes; • Summary of Errors and issues identified by Contractor or County; • Summary of lessons learned; and • Confirmed compliance with Service Levels specified in Exhibit E (Service Levels and Performance Standards). <p>After the last Go-Live Event, Contractor will provide a Final Acceptance Report which includes:</p> <ul style="list-style-type: none"> • Certification of Performance Verification and Final Acceptance for each Go-Live; • Confirmation that the Licensed Software is in Productive Use and that critical and high issues are resolved directly or with acceptable workarounds; • List of all unresolved issues; • Plan for resolution of unresolved issues; and • Confirmation of compliance with response times and other Service Levels. 	<ul style="list-style-type: none"> • Performance Verification Reports. • Diagnosis and resolution of Errors in accordance with the Agreement. • The Final Acceptance Report under this SOW has been Approved by County. • Successful completion of County Acceptance Testing. • Final Acceptance under this SOW by County.
<p>Subtask 7.3. Conduct Project Close-Out</p> <p>During the Project close-out, Contractor will:</p> <ul style="list-style-type: none"> • Conduct all of the activities defined in the Project Close-Out Checklist; • Conduct a Solution Turnover Meeting; • Review all aspects of Project close-out with County; and • Address all outstanding issues and activities. 	<p>Deliverable 7.3. Project Close-Out Completed</p> <ul style="list-style-type: none"> • Project close-out activities as identified in the Project Close-Out Checklist. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Project Close-Out services and activities address all elements described in Subtask 7.3 (Conduct Project Close-Out). • Project Close-Out services and activities are delivered in accordance with the Agreement, Specifications, and agreed delivery date, and have been Approved by County.

6. PROJECT DELIVERABLE EXPECTATIONS DOCUMENT TEMPLATE

Project Deliverable Expectations Document	
Project Deliverable Number:	Title of Deliverable:
Deliverable Description:	Contract/SOW Reference:
Frequency:	Initial Draft Submission Due Date:
County's Review of Draft Deliverable: [XX] Days	Final Submission Due Date: [XX] Days after receipt of draft comments
County Approval Required: Yes/No	Distribution: County Project Manager – 1 hard copy and 1 soft copy County Project Oversight – 1 soft copy
Contractor: Complete shaded area below	
Detailed Deliverable Outline:	
Deliverable Acceptance Criteria (include agreed upon requirements, format and contents, related to Deliverable):	
Prepared By (please print):	Date Submitted:
Date Submitted 2:	Date Submitted 3:
Phone Number:	E-mail:
Contractor Project Director or Contractor Project Manager Signoff (For Key Deliverables):	
Contractor Representative Name:	Contractor Representative Position:
Contractor Representative Signature:	Date:
County Approval/Comments	
Approved By:	Date:
Signature:	
Comments:	



EXHIBIT A.1.1 (REPORTS AND DASHBOARDS)

TO THE

DATA CAPTURE AND CLINICAL DOCUMENTATION IMPROVEMENT SYSTEM AND RELATED SERVICES AGREEMENT

EXHIBIT A.1.1

REPORTS AND DASHBOARDS

This Exhibit A.1.1 (Reports and Dashboards) is an attachment and addition to the Data Capture and Clinical Documentation Improvement System and Related Services Agreement (the “**Agreement**”), Agreement No. H-711085 entered into by and between the County of Los Angeles (“**County**”) and Accenture LLP (“**Contractor**”), and is incorporated into the Agreement by reference hereof. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.

Contractor shall implement the DCCDIS such that the reports included in the Licensed Software’s standard reporting libraries are available for use by County in accordance with the Approved design. During the Enhanced Support Period, Contractor shall implement modifications to, and create new reports included in, the Licensed Software’s standard reporting libraries. As of the Effective Date, the following reports are provided by the standard reporting libraries for the Licensed Software.

1. REQUIRED REPORTS AND DASHBOARDS FOR DCCDIS GO-LIVE

No.	Commercial Name of Product	Solution (i.e., VR, RTPDI, Radiology, CACDI, or CAC)	Report / Dashboard Name	Report or Dashboard	Description
1.	Fusion CAC	CAC	Coder Activity Report	Report	This report shows the distinct number of accounts that were 'Viewed', 'Saved', 'Submitted', and 'Resubmitted', then the total number of Queries created, the total time updating, time viewing accounts, and total time spent per day - grouped by coder then by category (patient type) over the date range. Date Range is the date of the activity, beginning of start date to the ending of end date.
2.	Fusion CAC	CAC	Coded Procedure Account Details	Report	This report provides details about charts with assigned procedures.
3.	Fusion CAC	CAC	Coder DRG Summary	Report	This report is to show the breakdown per coder MS-DRG to show the total visits per DRG.
4.	Fusion CAC	CAC	Coding Chart Status Report	Report	This report displays coding productivity in regard to submitted, pending, and unbilled charts. This report shows how long the chart took to code from the time the patient was discharged and how long the chart took from the time the coder had accessibility to the patient chart. Once a patient is discharged, it may be examined for completeness and non-coding staff may place pending reasons on the chart to indicate deficiencies. When the deficiencies are resolved, the chart is then assigned to a coding worklist to indicate the chart is ready for coding.
5.	Fusion CAC	CAC	Consulting Provider Report	Report	This report provides a list of all consulting provider(s) that were added to each account.
6.	Fusion CAC	CAC	Discharged Not Final Coded	Report	This report will show management all of the discharged charts within the system that do not have final coding.

No.	Commercial Name of Product	Solution (i.e., VR, RTPDI, Radiology, CACDI, or CAC)	Report / Dashboard Name	Report or Dashboard	Description
7.	Fusion CAC	CAC	Engine Outcome per Coder	Report	This report should be used to show if the user is using code suggestions or manually adding codes. It will show total assigned codes broken down by code set along with how many codes were suggested by the engine versus added by text documents and non-text documents in addition to those that were added in duplicate. Duplicate is defined by codes that both the engine and the end-user added the code. This report card should be used as an educational opportunity to show possible improvements for the end-user and/or code suggestions. This report is recommended to be used in conjunction with an audit.
8.	Fusion CAC	CAC	Final Code Count per Account	Report	This report shows the submitted chart high level outcomes for diagnosis and procedure codes per account. The Total Dx column displays the total of unique diagnosis codes on the account (visit, admit, principal and secondary); the # of DX Unspecified column shows how many of those codes are showing an 'unspecified' designation in their description. This report will allow managers to target coder audits to determine if the chart is being coded correctly or if additional data should have been requested through a query. This report would be used in conjunction with an audit.
9.	Fusion CAC	CAC	Financial Class Outcome by Discharge	Report	This report shows the breakdown per financial class per month. It will breakdown the total patient charts, average length of stay total charts and case mix index.
10.	Fusion CAC	CAC	Global Productivity	Report	This report shows coder productivity by patient type per day, the number of 'Viewed', 'Saved', and 'Submitted' actions, and the total time logged in working on that patient type.
11.	Fusion CAC	CAC	Incentive Productivity Report	Report	This report applies an incentive multiplier to the distinct number of accounts that were first submitted each week per user to calculate incentive points.
12.	Fusion CAC	CAC	Payor Volumes	Report	This report shows the submitted patient account number, full name, MRN#, discharge date, patient type, and facility - grouped by payor with number of accounts submitted subtotals and grand total over the date range. Date Range is the date the account was discharged, beginning of start date to the ending of end date.
13.	Fusion CAC	CAC	RCR Productivity Report	Report	This report tracks daily productivity for recurring accounts. It uses the effective date to track which occurrence of the account was coded. An account can repeat on the report if the chart has been coded multiple times on the same day with different effective dates.
14.	Fusion CAC	CAC	Submitted by Coder	Report	This report shows the number of accounts submitted - grouped by facility, category, and submitter - over the account discharged date range. The number of accounts submitted per coder is compared to the total number of accounts per facility and category to calculate a submitted rate. Total discharges are only displayed per facility and category.

No.	Commercial Name of Product	Solution (i.e., VR, RTPDI, Radiology, CACDI, or CAC)	Report / Dashboard Name	Report or Dashboard	Description
15.	Fusion CAC	CAC	Submitted By Discharge Date	Report	This report shows the number of accounts discharged, submitted, and percent of submitted - grouped by facility, discharge date, and patient type over the date range.
16.	Fusion CAC	CAC	Submitted Secondary Diagnosis Total	Report	This report is based on the first submit of an account. It shows what the total of secondary diagnosis codes per account is and whether the end user manually added them, the system suggested them, or the user added AND the engine suggested the codes(s). In addition, the total codes still unassigned upon submit will be shown.
17.	Fusion CAC	CAC	User Detail	Report	This report shows the detail of the accounts that are coded including re-submits, the codes Added/Deleted by the coder, number of documents, and Total Charges amounts — grouped by coder over the date range.
18.	Fusion CAC	CAC	Weekly Coder Activity Report	Report	This report shows the distinct number of accounts that were 'Viewed', 'Saved', 'Submitted', and 'Resubmitted', then the total number of Queries created, the total time updating, time viewing accounts, and total time spent per week - grouped by coder then by category (patient type) over the week range.
19.	Fusion CAC	CAC	Top 10 Coded Medical vs. Surgical DRG	Report	This report displays the Top 10 Medical vs. Surgical DRGs for submitted accounts within the defined discharge date.
20.	Fusion CAC	CAC	User Audit Trail	Report	This report shows user activities over the date range. Not selecting a User will result in only system events being displayed.
21.	Fusion CAC	CAC	User Session Log	Report	This report shows the users log showing the Checkout time (when user went into the account), Check-in time ('Saved', 'Submitted', or cancelled activity in the account), and total time in the account per each account session.
22.	Fusion CAC	CAC	Case Mix Index per Month	Report	This report will provide a monthly case mix overall for all financial classes then for each financial class. This report is based upon final coded outcomes.
23.	Fusion CAC	CAC	CC/MCC Capture Rate	Report	This report provides the final outcome of CC/MCC capture rate. This can be used to compare the CC/MCC capture rate to those DRG's that don't have a DRG but, have the opportunity to be maximized which is defined as DRG's with a DRG description of without CC/MCC, w/o CC, w/o MCC. This report will tell you what opportunities may have been missed.
24.	Fusion CAC	CAC	Current Workgroup Report	Report	This report shows the list of all of the workgroups with the total charts, oldest admit and discharge date along with total charges.
25.	Fusion CAC	CAC	DRG Comparison Report	Report	This report shows the difference between Baseline DRG and Final DRG per account. Only accounts that have both a CDS calculated Baseline DRG and a Coder Submitted Final DRG with an Admit Date within the selected range will be included. The user(s) selected below will constrain the data to either (or both) by the CDS on the most current calculated Baseline DRG or the Coder that last submitted with a Final DRG.

No.	Commercial Name of Product	Solution (i.e., VR, RTPDI, Radiology, CACDI, or CAC)	Report / Dashboard Name	Report or Dashboard	Description
26.	Fusion CAC	CAC	HAC Report	Report	This report is to provide a listing of all patients admitted within the date range of this report that contains hospital acquired conditions. This report only looks at final coded data and does not reflect working data.
27.	Fusion CAC	CAC	Outstanding Queries	Report	This report displays a list of the physicians that have open queries. At the top of the report there is a summary that shows the Top Physicians with outstanding queries and the length of time their oldest query has been open.
28.	Fusion CAC	CAC	Pending Reason Historical Report	Report	This report will provide details about the number of encounters that have a Pending Reason added by User, the date, and Pending Reason as well as the length of stay and total charges for each encounter. The goal of this report is for management to track the historical progression of an encounter.
29.	Fusion CAC	CAC	Pending Reasons	Report	This report shows which charts are pending, who placed the pending reason, what the pending reason is, and which physician was assigned to the pending reason. Not all pending reasons will have a physician assigned as some pending reasons are not a result of chart deficiency.
30.	Fusion CAC	CAC	Present on Admission Tracking	Report	This report is based on the date the patient chart was discharged and its final diagnosis codes. POA Values will be listed, along with HAC determinations if they are present. The totals for the columns Visit Count, Total LOS Days and Average LOS, (if available; Deaths, Autopsy Required) are figured per account, the Totals for the Present on Admit and HAC columns are figured per code.
31.	Fusion CAC	CAC	Query Impact by Discharge Date	Report	This report will show you the impact that the query made. The report is based on the patient's discharge date and is grouped by query template name, then by Author, then by account #. The query will also show if there was a shift in DRG and what the user listed as the reason for the shift.
32.	Fusion CAC	CAC	Query Stats	Report	This report shows the physicians within the date range that were queried. The report will show how many charts the physician was queried for and how many queries these charts resulted in.
33.	Fusion CAC	CAC	Inpatient Coder Scorecard	Report	This report shows, on an individual coder basis, the principal diagnoses, secondary diagnoses, and procedure code assignment errors that may or may not have resulted in a DRG change and financial impact. The report has an audit present. The date range for this report is for the date the audit was performed.
34.	Fusion CAC	CAC	Outpatient Coder Scorecard	Report	This report shows, on an individual coder basis, the errors and accuracy rates for diagnosis codes including Reason for Visit and secondary diagnoses; errors in CPT code assignments, modifiers, charges, and procedure details (provider name and date of procedure).

No.	Commercial Name of Product	Solution (i.e., VR, RTPDI, Radiology, CACDI, or CAC)	Report / Dashboard Name	Report or Dashboard	Description
35.	Fusion CAC	CAC	Audit Executive Summary	Report	This report is an executive level view that shows an overview of inpatient and outpatient audit activity by Auditor. It includes the audit rate and average error rates for diagnoses and procedure coding. The date of this report is based on the date the account was first submitted.
36.	PowerScribe One	Radiology	Author Productivity—Detailed Activity	Report	This report shows the start and end time of each report within the supplied date range, as well as the time that the radiologist signed the report. Unsigned reports do not appear in this report.
37.	PowerScribe One	Radiology	Author Productivity—Hourly Detail	Report	This report shows the number of reports providers dictated during each hour of the day during a specified date range. It provides subtotals by author and grand totals for the morning and evening periods.
38.	PowerScribe One	Radiology	Author Productivity—Monthly Summary	Report	This report lists by provider the number of daily reports as well as a monthly total for each provider. Also provides a graphical representation of each provider's monthly performance.
39.	PowerScribe One	Radiology	Author Productivity - RVU	Report	This report provides statistics on Relative Value Unit (RVU) measurements, by site and author. This assumes the organization has set the RVU measurements in the system.
40.	PowerScribe One	Radiology	Author Productivity—Summary Activity	Report	This report shows the number of different reports for a provider divided into categories, such as reports dictated, transcribed, speech-recognized, and signed. The average report length and the total report length for the selected time period are also shown.
41.	PowerScribe One	Radiology	Author Productivity—Summary Detail	Report	This report provides a breakdown of reports by author and site, based upon the number of reports and the number of words.
42.	PowerScribe One	Radiology	Author Productivity—Summary Overview	Report	This report shows, for each provider who dictated reports, how many reports were self-edited and how many sent to an editor. In addition, it gives a total number of reports and minutes dictated for each provider, and a grand total for all providers.
43.	PowerScribe One	Radiology	Author Productivity—Words Dictated	Report	For reports each provider signed during the selected period, this report shows the percentage of words dictated by the provider as opposed to words typed.
44.	PowerScribe One	Radiology	AutoText—By Account	Report	This report shows Site-level AutoText usage by each author within a designated time frame, plus a detail report of which Site-level AutoText were actually used.
45.	PowerScribe One	Radiology	AutoText—Summary	Report	This report provides a summary of Site-level AutoText usage within a designated time frame, plus a detail report showing which authors used each Site-level AutoText.
46.	PowerScribe One	Radiology	AutoText—Verbiage	Report	This report shows the AutoText entries used by a specific provider or by all providers.
47.	PowerScribe One	Radiology	Clinical Guidance - detailed results	Report	This report contains detailed information on the use of the clinical guidance guidelines.

No.	Commercial Name of Product	Solution (i.e., VR, RTPDI, Radiology, CACDI, or CAC)	Report / Dashboard Name	Report or Dashboard	Description
48.	PowerScribe One	Radiology	Editor Productivity—Hourly Detail	Report	This report shows the number of reports edited during each hour of the day during a specified date range. It provides subtotals by editor and grand totals for the morning and evening periods.
49.	PowerScribe One	Radiology	Editor Productivity—Summary	Report	This report provides information on all editors about total number of lines, total number of characters, average lines, and average characters each editor produced based on the selected date range
50.	PowerScribe One	Radiology	Follow-up Recommendations	Report	The follow-up recommendations reports provide a detailed look at follow-up items such as acuity, modality, body region, and whether the recommendation was accepted or declined.
51.	PowerScribe One	Radiology	Quality Check - by author	Report	This report provides information about any Quality Check consistency checks that were run during a specific time frame, based on a specific radiologist.
52.	PowerScribe One	Radiology	Quality Check - detailed results	Report	This report provides detailed information about any Quality Check consistency checks that were run during a specific time frame.
53.	PowerScribe One	Radiology	Quality Check - session listing	Report	This report lists any Quality Check sessions that occurred during the selected time frame.
54.	PowerScribe One	Radiology	Report Custom Fields	Report	The Custom Fields report shows information about reports with custom fields that contain specified values.
55.	PowerScribe One	Radiology	Reports—Anatomy Modality Summary	Report	This report shows a summary of reports submitted, organized by body region and modality.
56.	PowerScribe One	Radiology	Reports—Embedded Images	Report	This report shows information on images that were added to reports.
57.	PowerScribe One	Radiology	Reports—Medical Order with Barcode	Report	This report shows the medical order information, including the barcodes for both the patient and the study, based on the Order Number.
58.	PowerScribe One	Radiology	Reports—Peer Reviews	Report	This report provides information about any peer reviews that were performed during the selected time frame for specific sites and/or authors.
59.	PowerScribe One	Radiology	Reports—Report List	Report	This report shows all reports that meet your criteria. For example, you can view all reports that include a particular AutoText entry, or to see how many reports a resident has dictated under a specified modality.
60.	PowerScribe One	Radiology	Reports—Unsigned	Report	This report lists reports that are currently unsigned by attending or resident providers. Unsigned reports do not include those sent to an editor.
61.	PowerScribe One	Radiology	TAT—Reports Sent to Editor by Attending	Report	This report shows the turnaround time (TAT) for each report within the supplied date range. In this case, TAT is defined as the amount of time, in minutes, from the beginning of the dictation (when the provider initiated the report) to the end of the correction. In addition, this report provides an average of report lengths and average TATs for the supplied date range. Reports must be final to appear in this report.

No.	Commercial Name of Product	Solution (i.e., VR, RTPDI, Radiology, CACDI, or CAC)	Report / Dashboard Name	Report or Dashboard	Description
62.	PowerScribe One	Radiology	TAT—Reports Sent to Editor by Resident Report	Report	This report is identical to the TAT—Reports Sent to Editor by Attending report described above, except that it reports on residents instead of attending radiologists. All parameter fields and result fields are the same as the TAT—Reports Sent to Editor by Attending report.
63.	PowerScribe One	Radiology	TAT—Summary Author Dictated to Signature	Report	This report shows, for each author, the average turnaround from the time dictation began to the time the report was signed.
64.	PowerScribe One	Radiology	TAT—Summary Author Order to Signature	Report	This report is identical to the TAT—Summary Attending Dictated to Signature report described above, except that it shows the average TATs from the time the film was ordered (as opposed to dictated) to the signature time. All parameter fields and result fields are the same as the TAT—Summary Attending Dictated to Signature report.
65.	PowerScribe One	Radiology	TAT—Summary Author Signature Averages	Report	This report shows the average report signature TATs, divided into ranges.
66.	PowerScribe One	Radiology	TAT—Summary Author to Editor	Report	This report shows, for each editor, the number of reports whose turnaround time fell into each of several ranges. The report also shows each editor's total number of corrected reports and average TAT in hours, minutes, and seconds.
67.	PowerScribe One	Radiology	TAT—Summary Resident to Editor Report	Report	This report is identical to the TAT—Summary Author to Editor report described above, except that it reports on residents instead of attending radiologists. All parameter fields and result fields are the same as the TAT—Summary Author to Editor report
68.	PowerScribe One	Radiology	TAT—To Radiologist Signature	Report	This report lists the details on the amount of time it takes for a radiologist to sign a report.
69.	PowerScribe One	Radiology	Admin Portal Dashboard	Dashboard	The Dashboard tab in the Exams group provides a real-time view of exam activity in the system. It has three tabs, each showing a different set of exam-related activities. User Activity: Shows all users currently logged into the system, including Portal users, how long they have been logged in, the workstations they are using, the exams on which they are working, and the last action taken on these exams. Inbound Activity: Shows all recent messages received from the RIS. Outbound Activity: Shows all recent messages sent to the RIS.
70.	PowerConnect Actionable Findings	Radiology	Monthly Summary	Report	Total monthly messages received by ordering clinician both in and out of compliance. Total messages with admin closure and the breakdown of all findings levels.
71.	PowerConnect Actionable Findings	Radiology	Monthly Message Audit	Report	Monthly messages audit
72.	PowerConnect Actionable Findings	Radiology	Administrative Closure	Report	Administrative closure messages by groups report.
73.	PowerConnect Actionable Findings	Radiology	Out of Compliance Message Detail	Report	Detailed information for all out of compliance messages sent

No.	Commercial Name of Product	Solution (i.e., VR, RTPDI, Radiology, CACDI, or CAC)	Report / Dashboard Name	Report or Dashboard	Description
74.	PowerConnect Actionable Findings	Radiology	Compliance and Statistical with Variable Date Range Report	Report	Message escalation details per facility
75.	Follow Up Manager	Radiology	Track Board	Report	Real-time alerts and tracking of incidental findings, managing overdue exams.
76.	Follow Up Manager	Radiology	Real-time tracking and auditing	Report	Patient information, comprehensive event audit, and next step action items.
77.	Follow Up Manager	Radiology	Filtered Reports	Report	Criteria for reporting are MRN, Indication, MD, MD code, Finding exam date, month, and year. Accession, organization, state, ordering location, finding type, date, Follow Up Date, ordering clinician.
78.	mPower	Radiology	Critical Result Compliance	Report	Detailed report of report containing certain critical results that did not have communication statement to the ordering clinician broken down by radiologist.
79.	mPower	Radiology	Overdue Follow Up Recommendations	Report	Detailed report of follow up recommendations contained in reports that did not have a follow up study completed for that patient
80.	mPower	Radiology	Quality Tracking	Report	Detailed report of laterality errors and gender mismatches broken down by radiologist.
81.	mPower	Radiology	MIPS Events	Report	Provides compliance report over time on MIPS measure compliance by radiologist.
82.	Nuance Dragon	VR	User Activity	Report	The total number of Dragon Medical One licenses grouped into active users, assigned licenses and unassigned licenses. Active users are defined as having recorded more than zero minutes of dictation. User Activity will show the total number of users grouped into active and inactive users.
83.	Nuance Dragon	VR	User Adoption	Report	The percentage and total number of users who have adopted Dragon Medical One (this means they have used at least 1 voice command and dictated at a speed of at least 300 lines per hour, using Dragon Medical One).
84.	Nuance Dragon	VR	User Productivity	Report	The total number of lines created and hours spent using Dragon Medical One; the average number of lines created per hour.
85.	Nuance Dragon	VR	Dictation Quality	Report	The percentage of ACR (accumulated changes made by a user while interactively creating a document).
86.	Nuance Dragon	VR	User Efficiency	Report	The percentage of lines per hour created via auto-texts compared to those created via manual dictation; the total number of auto-texts.
87.	Nuance Dragon	VR	Tim saved (auto-text)	Report	The total number of hours saved by using auto-texts instead of manual dictation.
88.	Nuance Dragon	VR	User Details	Report	User productivity and efficiency data (for example, the total number of lines created and hours spent using Dragon Medical One or the total number of auto-texts used); dictation quality data (for example, accumulated change ratio or signal-to-noise ratio).

No.	Commercial Name of Product	Solution (i.e., VR, RTPDI, Radiology, CACDI, or CAC)	Report / Dashboard Name	Report or Dashboard	Description
89.	Nuance Dragon	VR	User Benchmark	Report	A user's productivity and efficiency compared to their peers, based on user type, primary specialty and how experienced with Dragon Medical One they are (maturity level)
90.	Nuance Dragon	VR	Session Details	Report	The total number of sessions; the sessions' length in minutes; the total number of characters created via dictation; the total number of auto-texts used and characters created via auto-texts; the total number of visible black characters created via dictation (this does not include spaces, formatting characters or auto-text contents).
91.	Nuance Dragon	VR	Comparison Matrix	Report	The average number of lines per hour; the total number of minutes, hours and lines at the user level.
92.	Nuance Dragon	VR	Productivity Forecast	Report	The estimated total number of lines created and hours spent using Dragon Medical One; the estimated average number of lines created per hour; the estimated total number of auto-texts used; the estimated percentage of lines created via auto-texts; the estimated total number of voice commands used (including step-by-step commands)
93.	Nuance CDE One	CACDI	Daily Monitoring	Dashboard	Operational Dashboard, Encounter details around current Assigned cases, Unassigned cases, Discharged unassigned cases. Clarification status, how many clarifications are overdue and require follow up. Encounter distribution by status, unit, or payer. This allows manager to determine if there anything preventing timely coding and billing, as well as determining individual CDS current case volume.
94.	Nuance CDE One	CACDI	Program Monitoring	Report	Reports focus on program targets, by investigating trends including the ability to drill down to the root cause and identify improvement areas to make the program more successful. Program Monitoring includes the following report types for use by CDI program leaders; Review activity per CDS/Payer/Unit, Clarifications including type of clarification sent/impact on DRG assignment/Provider response details (includes turn around time and response type reports)
95.	Nuance CDE One	CACDI	Staff Management	Report	Report designed for CDI leaders to measure the performance of individual CDS and overall CDI Team performance, to allow for effective management. Reports include CDS Report Cards include; Review metrics (initial, re-review, and total reviews), Turn around time for new admissions, status of Concurrent vs Retrospective reviews, Clarification metrics (volume of clarifications sent, impact vs severity clarification type, response and agreement rates, CC/MCC capture rates), coder match rates.
96.	Nuance CDE One	CACDI	Executive Overview	Report	Executive reports include; CMI trending, SOI/ROM impact, Reimbursement impact, and Nuance Peer group benchmarking.
97.	Nuance CDE One	CACDI	Quality Dashboard	Dashboard	Dashboard allows tracking of clarification activity or lack thereof and the impact to the organization including; PSI, Core measure, Readmission, HAC, and HCC capture.

No.	Commercial Name of Product	Solution (i.e., VR, RTPDI, Radiology, CACDI, or CAC)	Report / Dashboard Name	Report or Dashboard	Description
98.	Nuance CDE One	CACDI	Custom Report Writing Hours	Report	This can be used to create reports for organization that do not come in our general reports. Custom reporting is supported via report writing hours. Every report can be re-defined (customized) by users with report writing permissions and saved as a custom report.
99.	Nuance Inpatient Guidance	RTPDI	Dragon Medical Advisor Analytics	Report	Inpatient Guidance for Dragon Medical Advisor (DMA) includes an advanced analytics package called Dragon Medical Advisor Analytics. Including; DMA Overview, Advise trends, Advise details, Provider reports, Drill down tables, Patient Details, Advice not made available
100.	Nuance Inpatient Guidance	RTPDI	Inpatient Guidance Usage and Adoption	Report	Provider adoption/utilization trends, Clarification/specificity guidance trends, top 10 adoption opportunities, Guidance available (provider response and documentation measures), viewed and not resolved % out of total advice/specifies viewed by providers, actionable insights into/out of workflow actions.
101.	Nuance Inpatient Guidance	RTPDI	Inpatient Guidance Patient Details	Report	Encounter and patient level details, turn around time (time between guidance generated until documented), Impact based patient details (displays clarifications with potential CMI shift and summary of clarifications with no DRG impact), CC/MCC before and after using Inpatient Guidance displayed for the DRG with potential impact.
102.	Nuance Inpatient Guidance	RTPDI	Inpatient Guidance Program Management	Report	Manager or director level reports focusing on; Financial impact and trends, Missed opportunity, Impacted DRG type and volume, Impacted patient visits volume and trend.
103.	Nuance Inpatient Guidance	RTPDI	Inpatient Guidance Executive Summary	Dashboard	C-Suite Dashboards designed to highlight impact Inpatient Guidance had on cases where advise was generated including; CMI, Med/Surgical DRG ratios, CC/MCC capture rate and trend, LOS tracking observed/expected.
104.	Dragon Medical Advisor, Outpatient	RTPDI	Dragon Medical Advisor Analytics	Report	Dragon Medical Advisor Analytics. Including; DMA Overview, Advise trends, Advise details, Provider reports, Drill down tables, Patient Details, Advice not made available



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

TO THE

DATA CAPTURE AND CLINICAL DOCUMENTATION IMPROVEMENT SYSTEM
AND RELATED SERVICES AGREEMENT

EXHIBIT A.2

SUPPORT SERVICES AND MAINTENANCE STATEMENT OF WORK

1. INTRODUCTION

This Exhibit A.2 (Support Services and Maintenance Statement of Work) (sometimes referred to in this Exhibit as “**this SOW**”) is an attachment and addition to the Data Capture and Clinical Documentation Improvement System and Related Services Agreement (the “**Agreement**”), Agreement No. H-711085 entered into by and between the County of Los Angeles (“**County**”) and Accenture LLP (“**Contractor**”), and is incorporated in the Agreement by reference hereof. In the event of conflicting terms between the Agreement and this SOW, the terms of the Agreement shall prevail and nothing in this SOW shall modify or amend any provisions of the Agreement (including all components such as Statements of Work, Service Level Agreements, Exhibits, etc.) unless such modifications or amendments and the provisions of the Agreement which they modify or amend are specifically identified in this SOW and are Approved. This SOW includes any attachments hereto. Any capitalized terms not defined in this SOW shall have the meaning as used in the Agreement.

2. DATA CAPTURE AND CLINICAL DOCUMENTATION IMPROVEMENT SYSTEM

This SOW describes the Support Services and maintenance and operation Services of the DCCDIS. The Deliverables in this SOW may be delivered such that Services may occur as to multiple tasks simultaneously.

3. EXECUTIVE LEADERSHIP INVOLVEMENT

It is imperative that executive leadership from Contractor and County be involved in the Support Services governance and meet at regular intervals to discuss the quality of the Support Services and resolve escalated issues.

4. GENERAL RESPONSIBILITIES

For the Services provided under this SOW:

- (A) The Services will be performed by Contractor off-site or at sites designated by County for specific activities as required to perform the Services.
- (B) Reserved.
- (C) Contractor will use its Best Practices to deliver the Support Services consistent with the Specifications of the Agreement. This includes use of Contractor’s knowledge capital databases and other repositories of Deliverables, intellectual capital, and experience-based insights and adaptation of those practices to facilitate the delivery of the Services as provided in this Agreement.
- (D) Contractor will provide all Services in English.

4.1. Contractor Support Services Manager Responsibilities

Contractor will designate a “**Contractor Support Services Manager**” starting at the beginning of Integration Testing to whom all County communications may be addressed and who has the authority to represent and commit Contractor in connection with all aspects of this SOW. The Contractor Support Services Manager position will be maintained throughout the Term.

The Contractor Support Services Manager’s obligations include:

- (A) Establish and maintain communications through the County SOW Lead and Project governance structure;
- (B) Manage the delivery of Services and Service Interdependencies;
- (C) Notify County of any Contractor focal point or contacts for specific activities or tasks;
- (D) Reserved;
- (E) Reserved;
- (F) Reserved;

- (G) Coordinate and manage the activities of Contractor Personnel;
- (H) Report to the County SOW Lead problems and issues impacting Contractor's provision of the Services that require County's attention and resolution;
- (I) Coordinate resolution of all Service issues, including those raised by the County SOW Lead, and, as necessary, escalate such issues within the Contractor organization;
- (J) Reserved; and
- (K) Conduct regularly scheduled status meetings as described in Section 4.8 (Meetings) of Exhibit E (Service Levels and Performance Standards).

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

4.2. Specific County Tasks

4.2.1. County SOW Lead Responsibilities

The County will assign a lead for this SOW (as used herein, the “**County Support Services and Maintenance Lead**” or “**County SOW Lead**”). The County SOW Lead will:

- (A) Serve as the primary interface between the Contractor Support Services Manager and County for the tasks and Deliverables set forth in this SOW;
- (B) Review this SOW and the responsibilities of both County and Contractor with the Contractor Support Services Manager;
- (C) Coordinate, manage, and be responsible for the control of the activities of County personnel for this SOW;
- (D) Communicate to the Contractor Support Services Manager any changes that may materially affect Contractor's provision of the Services set forth in this SOW;
- (E) Coordinate with Contractor Support Services Manager on Contractor's efforts to resolve problems and issues related to the Services set forth in this SOW;
- (F) Reserved;
- (G) Coordinate resolution of issues raised by the Contractor Support Services Manager pertaining to this SOW and, as necessary, escalate such issues within the County organization;
- (H) Serve as the interface between Contractor's Project team and all County departments participating in activities for the Services set forth in this SOW;
- (I) Notify Contractor of any County focal point or contacts for specific activities or tasks related to this SOW;
- (J) Reserved; and
- (K) Participate in selected status meetings with Contractor Project team members as described in Section 4.8 (Meetings) of Exhibit E (Service Levels and Performance Standards) and schedule and coordinate attendance and participation of County personnel for interviews, meetings, and work sessions related to the completion of this SOW.

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

4.2.2. Other County Responsibilities

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

County will:

- (A) Provide access to the internet supporting VPN for Contractor Personnel while working at County's facilities;

- (B) Locate the Contractor Personnel as appropriate to perform the Services;
- (C) Provide necessary security badges and clearances for Contractor Personnel working at County’s facilities; and
- (D) Make available staff with appropriate skills and experience to deliver County tasks as specifically set forth in this SOW.

5. SERVICES AND DELIVERABLES

5.1. Services and Deliverables Summary Table

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

Task/Subtask Name
Task 1 Ongoing Support Services Management
Subtask 1.1. Continue Ongoing Support Services Management
Task/Subtask Name
Task 2 Maintenance and Operations
Subtask 2.1. Provide Data Capture and Clinical Documentation Improvement System Production Support
Subtask 2.2. Conduct Service Level Monitoring and Reporting
Subtask 2.3. Provide Hosting Services
Subtask 2.4. Conduct Backups and Restores
Subtask 2.5. Provide System Adoption Services
Subtask 2.6. Provide RTPDI Utilization Acceleration Services

5.2. Definition of Enhanced Support Period

“**Enhanced Support Period**” means the period beginning as of the first Go-Live of the Licensed Software pursuant to Subtask 6.2 (Conduct Deployment) of Exhibit A.1 (Data Capture and Clinical Documentation Improvement System Statement of Work) and continuing through the date that is three (3) years after the DCCDIS achieves Final Acceptance as set forth in Section 12.5.3 (Final Acceptance) of the Agreement, unless otherwise extended pursuant to Section 6 (Extension of Enhanced Support Period Optional Work) of Exhibit C.1 (Optional Work).

5.3. Support Services

The DCCDIS, including each of its Solutions, as they are integrated/interfaced, are to be collectively deemed Licensed Software under this Agreement as to Support Services, and is subject to the Specifications and other obligations under this Agreement.

Support and maintenance for the Data Capture and Clinical Documentation Improvement System will be provided in accordance with the Services identified in Task 2 (Maintenance and Operations) of this SOW, and the term “Support Services” in the Agreement as applied to the Data Capture and Clinical Documentation Improvement System shall refer to such Services.

5.4. Detailed SOW Tasks

Task 1 Ongoing Support Services Management
Task Description
The team members from Contractor, County, and external stakeholders will be introduced and their specific roles will be described. The Data Capture and Clinical Documentation Improvement System support team will be introduced to various Contractor tools and methodologies, and Best Practices recommendations for the Support Services that will be available to Contractor Personnel to be used throughout this SOW.

Task 1 Ongoing Support Services Management

Subtasks

Subtask 1.1. Continue Ongoing Support Services Management

Contractor will conduct ongoing Support Services management activities for the duration of the Agreement:

- Coordinate work efforts related to this SOW with other Contractor and County initiatives (e.g., EHR System Upgrades, Enhancements, etc.);
- Perform Error management;
- Perform risk management;
- Manage staffing and resources consistent with the Support Services obligations in the Agreement;
- Perform configuration and technology change management;
- Perform issue management;
- Develop reports and conduct meetings as described in Sections 4.5 (Monthly Report Service Level) and 4.8 (Meetings), respectively, of Exhibit E (Service Levels and Performance Standards); and
- Maintain the solution architecture document consisting of recommended configurations, integrations, workflows, and technologies as identified.

Contractor will provide Resources to execute all Support Services Management tasks, functions and activities described in Task 1 (Ongoing Support Services Management).

Task 2 Maintenance and Operations

Task Description

Contractor will provide Support Services for the duration of the Agreement Term. In addition, Contractor will monitor the DCCDIS and will ensure the DCCDIS is maintained, tuned, configured, and optimized, with all Revisions to the Licensed Software installed and implemented, to deliver a system that (i) is Available to County, (ii) is capable of delivering the required reports and data on a timely basis to meet the identified reporting requirements, and (iii) remains tuned and updated in accordance with the Agreement. Contractor also will provide training on major Revisions to the DCCDIS.

Subtasks

Subtask 2.1. Provide Data Capture and Clinical Documentation Improvement System Production Support

Contractor will provide ongoing Data Capture and Clinical Documentation Improvement System production Support Services for the duration of the Agreement.

- Contractor will provide application monitoring and management services, including:
 - Monitoring all Licensed Software and Third-Party Products used in the Data Capture and Clinical Documentation Improvement System;
 - Proactively and reactively notifying County help desk of issues, incidents, and problems found by Contractor that affect or may affect the DCCDIS, and of any required County intervention to avoid or resolve the issue, incident, or problem; and
 - Monitoring and managing changes to inbound data.
- Contractor will provide application support for all Licensed Software and Third-Party Product issues and County Support Requests, including:
 - Developing systems and processes to align Support Request status and details between Contractor's ticketing systems and County's ticketing system as follows:
 - Pursuant to the requirements set forth in Exhibit E (Service Levels and Performance Standards), (i) Contractor shall provide a single SRTS for the items of Licensed Software to be provided by Nuance as set forth in Exhibit B (Licensed Software) ("**Nuance SRTS**"); and (ii) Contractor shall provide a

Task 2 Maintenance and Operations

- single SRTS for the items of Licensed Software to be provided by Dolbey as set forth in Exhibit B (Licensed Software) ("**Dolbey SRTS**");
 - Upon County's creation of a Support Request in the County's ticketing system, the Support Request details will automatically be transmitted via email to the Nuance SRTS or the Dolbey SRTS, as applicable. Such email shall include the County ticketing system's identification number for the Support Request in the email subject line.
 - Upon Contractor's modification of the Support Request in the Nuance SRTS or Dolbey SRTS (e.g., Contractor's addition of information regarding the Support Request, or Contractor's request to mark the Support Request as Resolved), the Nuance SRTS or Dolbey SRTS (as applicable) shall send, in near real time, an email back to the County's ticketing system. Such email shall include (i) the County ticketing system's identification number for the Support Request in the email subject line, and (ii) the specific updates that were made by Contractor for such Support Request, which shall be provided either (a) in the body of the email itself, or (b) through a URL that County can access to view the updates.
- Addressing issues escalated from County help desk related to Licensed Software and Third-Party Products;
- Providing a single point of contact for application support issues;
- Supporting County help desk incident resolution as needed;
- Participating in the process of "hand off" from the County help desk to Contractor;
- Maintaining a record of incidents submitted by County;
- During the Enhanced Support Period, monitoring help desk tickets to identify patterns and improve Services;
- Continuous improvement of Support Services;
- Electronically documenting Resolution through the ticketing system alignment process as provided above;
- Conducting root cause analysis on frequently recurring Support Requests on the same topic;
- Providing (during the Enhanced Support Period), and enabling County to obtain within the Licensed Software (during the Support Term), monthly service reports that include:
 - Number of Support Requests;
 - Description of issues;
 - Root cause analysis; and
 - Resolutions implemented.
- During the Enhanced Support Period, identifying recurring issues, proactively recommend solutions, and implement solutions based on County's request;
- During the Enhanced Support Period, supporting County in addressing recurring issues as needed and agreed upon;
- During the Enhanced Support Period, developing and maintaining workflow documentation; and
- During the Enhanced Support Period, coordinating Contractor subject matter experts across Solutions.
- Contractor will provide Support Services for the Interfaces for the DCCDIS as to all data exchanges: (i) from Contractor prior to receipt by OpenLink or a successor interface engine maintained by County, or (ii) after transmission by County to Contractor from OpenLink or a successor interface engine maintained by County.
- Contractor will provide incident/problem management and resolution services using a structured IT service management methodology, including:
 - Response to Contractor or County-identified incident/problems;
 - Assessment of impact on County operations;
 - Triaging;
 - Tracking;

Task 2 Maintenance and Operations

- Escalation;
- Notification; and
- Resolution.
- In providing the incident/problem management and resolution services, Contractor will:
 - During the Enhanced Support Period, provide a single point of contact for incident reporting, resolution, and escalation;
 - Provide an ongoing point of contact(s) for Nuance and Dolbey as to incident reporting, resolution, and escalation;
 - Provide multiple channels for problem or incident reporting (e.g., online, email, telephone) to a single point of contact;
 - Maintain ownership of all problems through resolution and closure;
 - Perform root cause analysis on Class 1 and Class 2 problems in accordance with Exhibit E (Services Levels and Performance Standards);
 - Notify County help desk of incidents or problems found by Contractor;
 - Staff operations and provide on-call incident and problem management and resolution during normal business hours, 8:00 AM to 5:00 PM, Pacific Time, Monday through Friday, except County and Contractor recognized holidays, unless otherwise agreed by the Parties in writing; and
 - Ensure notification and escalation of incidents in accordance with the service-level agreements and Section 9.7 (Support Services) of the Agreement.
- Contractor will provide County with a monthly report on incident/problem management, including:
 - Number of incidents;
 - List of all open problems;
 - Priority of problems;
 - Owner of problems;
 - Progress on open problems;
 - Estimated time to resolution of open problems; and
 - Root cause analysis for resolved Class 1 and Class 2 problems as requested by County.
- During the Enhanced Support Period, Contractor will provide County with a consolidated monthly report on incident/problem management, including:
 - Number of incidents;
 - List of all open problems;
 - Priority of problems;
 - Owner of problems;
 - Progress on open problems;
 - Estimated time to resolution of open problems; and
 - Root cause analysis for resolved Class 1 and Class 2 problems as requested by County.
- During the Enhanced Support Period, Contractor will provide County with support of the installation and coordination of activities related to Revisions.
- (i) As to the Licensed Software and Third-Party Products provided by Nuance (other than the on-premises component of Nuance's PowerScribe One Module), during the Enhanced Support Period; and (ii) as to all other Licensed Software and Third-Party Products (including the on-premises component of Nuance's PowerScribe One Module), during the Support Term:
 - Contractor will work with County to design and implement a formal process for managing configuration and technology changes made to Licensed Software and Third-Party Products, including:
 - Coordination of configuration and technology changes with build and deployment teams during the Project;

Task 2 Maintenance and Operations

- Configuration and technology change management procedure, including submission, analysis, and prioritization of requests;
 - Execution of configuration and technology changes; and
 - Validation of configuration and technology changes.
- Contractor will provide application-specific security services as provided in this Agreement.

Subtask 2.2. Conduct Service Level Monitoring and Reporting

Contractor will conduct Service Level monitoring and reporting in accordance with Exhibit E (Service Levels and Performance Standards) of the Agreement. Service Level monitoring and reporting will include:

- Ongoing monitoring of Contractor's adherence to Service Levels;
- Any issues that could impact an agreed-upon Service Level;
- Resolution of any root-causes impacting Contractor's ability to meet agreed-upon Service Levels;
- Providing monthly statistics and management reports to County on Service Level attainment; and
- Contractor will conduct calls as needed with County to discuss Service Levels and related issues.

Subtask 2.3. Provide Hosting Services

Throughout the Term of the Agreement, Contractor will provide Hosting Services for the Licensed Software accessed through its Hosting Environment.

The Hosting Services will comply with the Specifications of Exhibit M (Additional Hosting Services Terms and Conditions), Exhibit M.1 (Disaster Recovery and Business Continuity Requirements), Exhibit E (Service Levels and Performance Standards), Exhibit K (Information Security Requirements), the Agreement, and applicable SOWs. Contractor will:

- Provide Hosting Services;
- Operate the Licensed Software and the Hosting Services on a 24x7x365 basis;
- Provide County with access to the Licensed Software accessed through its Hosting Environment on a 24x7x365 basis;
- Provide, monitor, and maintain Hosting Services (itself or through Key Subcontractors which are Subprocessors) hardware and cloud resources, software, and communications infrastructure, including:
 - Physical infrastructure for data centers (e.g., facility, environment, power) (as to Hosting Services not provided using Key Subcontractors which are Subprocessors);
 - Cloud resource provisioning (as to Hosting Services provided using Subprocessors);
 - Shared networking and application infrastructure; and
 - Computer systems, network equipment, and Contractor WAN; and
- Provide and maintain all Licensed Software, Hosting Software, Third-Party Product licenses and sublicenses, and Documentation required to provide the Hosting Services.

Subtask 2.4. Conduct Backups and Restores

As to the Licensed Software access through the Hosting Environment, Contractor will conduct the backups and restores required by Section 3 (Backups) of Exhibit E (Service Levels and Performance Standards), including:

- Regular backups of all County Information;
- Regular backups of raw data and algorithms in the Data Capture and Clinical Documentation Improvement System; and
- Backup validation.

During the Enhanced Support Period, Contractor will conduct meetings as needed with County to discuss backup and restore activities and related issues.

During the Enhanced Support Period, Contractor will provide County with monthly reports as needed certifying successful backup validation.

Task 2 Maintenance and Operations

Subtask 2.5. Provide System Adoption Services

During the four (4) weeks after the completion of the transition of the Data Capture and Clinical Documentation Improvement System to production support under Subtask 6.3 (Provide Go-Live Support and Transition to Production Support) set forth in Exhibit A.1 (Data Capture and Clinical Documentation Improvement System Statement of Work), Contractor will provide the following:

- Configuration and other changes necessary to fix any defects or issues in the Deliverables discovered prior to or during this period that were not resolved prior to deployment.
 - These issues and defects will be resolved in accordance with the applicable Service Level under Exhibit E (Service Levels and Performance Standards) of the Agreement.
 - These issues and defects will be reported on in accordance with the obligations related to reporting on issues and defects in Subtasks 1.1 (Continue Ongoing Support Services Management), 2.1 (Provide Data Capture and Clinical Documentation Improvement System Production Support), and 2.2 (Conduct Service Level Monitoring and Reporting) of this SOW and Section 4.5 (Monthly Report Service Level) of Exhibit E (Services Levels and Performance Standards).
- During the Enhanced Support Period, Contractor will provide County with a single point of contact who will manage this process and provide County with regular communication about the progress of changes.
- Contractor will ensure continuity of personnel assigned to manage this process to facilitate smooth communication and resolution.

This Subtask 2.5 (Provide System Adoption Services) supplements and therefore, does not reduce any applicable obligations of Contractor under this Agreement, including, but not limited to, Task 2 (Maintenance and Operations) of this SOW, Section 9.7 (Support Services) of the Agreement, and Section 17.1 (Contractor's Warranties) of the Agreement.

Subtask 2.6. Provide RTPDI Utilization Acceleration Services

During the RTPDI Support Term, Contractor shall perform the RTPDI Utilization Acceleration Activities to facilitate the absorption of RTPDI knowledge and insights to County and designated County providers with the objective of enabling County, through the designated providers, to pass on the best practices learned through the use of RTPDI to other providers and carry on care improvements after the RTPDI Support Term. As part of the RTPDI Utilization Acceleration Activities, Contractor shall:

- Evaluate analytics and reports produced in connection with Contractor's provision and County's use of RTPDI to identify the leading opportunities for County to apply learnings from advice generated from RTPDI to improve best practices and create sustainable and lasting care improvements ("**Top RTPDI Impact and Opportunity Areas**") such as:
 - Top Performers and their corresponding impact on documentation and patient care. "**Top Performers**", for purposes of the RTPDI Utilization Acceleration Activities, are those County users who have most consistently interacted with, and applied learnings from, advice generated from RTPDI.
 - Low Performers and where, based on the impact from Top Performers, opportunities for improvements in quality and efficiency of documentation and patient care are not being realized. "**Low Performers**", for purposes of the RTPDI Utilization Acceleration Activities, are those County users who have least consistently interacted with, or applied learnings from, advice generated from RTPDI.
- Evaluate analytics and reports produced in connection with Contractor's provision and County's use of CACDI to identify Top RTPDI Impact and Opportunity Areas such as:
 - Advice generated from RTPDI that County RTPDI users do not interact with and is most frequently subsequently addressed by County CACDI users.
- Coordinate with County to develop a Clinician Continuing Education Enablement Strategy for County to optimize the absorption and application of RTPDI knowledge by County and designated providers and continue related care improvements after the RTPDI Support Term ("**CCEE Strategy**"). As part of developing the CCEE Strategy, Contractor will develop materials for County's use in connection with clinician continuing education enablement for RTPDI ("**CCEE Materials**").

Task 2 Maintenance and Operations

Contractor will draft, with input and feedback from County, a CCEE Strategy that, at a minimum, will include:

- An overview of the strategy for optimizing the absorption and application of RTPDI knowledge to continue related care improvements after the RTPDI Support Term, including content of the CCEE Materials, how Contractor will provide the CCEE Materials to County and designated providers, and an overall description of how the strategy will leverage and/or address the Top RTPDI Impact and Opportunity Areas;
- Resource requirements; and
- Recommended approach for County to successfully leverage and address the Top RTPDI Impact and Opportunity Areas and optimize the absorption and application of RTPDI knowledge to continue related care improvements after the RTPDI Support Term.

Contractor will provide advisory support for implementing the CCEE Strategy.

The CCEE Strategy developed by Contractor must address:

- The Top RTPDI Impact and Opportunity Areas;
- The overarching clinician continuing education enablement strategy recommended by Contractor, including:
 - overall philosophy and strategy;
 - plans for and anticipated challenges in scaling of the overall approach to an organization with the size and complexity of County;
 - resource requirements and how projected resource requirements are determined based on the size and complexity of the County setting; and
 - approach to management of the continuity effort, including adjusting the strategy and its implementation should unanticipated challenges become apparent.

Contractor will develop a draft CCEE Strategy and submit it to County for review and feedback.

Contractor will incorporate County feedback and proposed changes into the CCEE Strategy and submit a final version to County for Approval.

Contractor shall develop CCEE Materials pursuant to the CCEE Strategy, including informational materials for County Personnel that address, at a minimum:

- County's best practices for documentation;
- The importance of documentation generally and, specifically, the provider's role in the documentation lifecycle, and the impact it can have on patient care;
- The benefit to providers themselves of following best practices for documentation;
- During the RTPDI Support Term, engaging new providers designated during the RTPDI Support Term to interact with and apply learnings from advice generated from RTPDI; and
- During the RTPDI Support Term, how designated providers can continue to apply learnings from advice generated from the RTPDI, and best share those learnings with other providers, after the RTPDI Support Term.

Contractor will develop draft CCEE Materials and submit them to County for review and feedback.

Contractor shall incorporate County feedback and proposed changes into the CCEE Materials and submit final versions to County for Approval.

Contractor shall refine and update the CCEE Materials as requested by County.



EXHIBIT A.3 (LICENSED SOFTWARE REQUIREMENTS)

TO THE

**DATA CAPTURE AND CLINICAL DOCUMENTATION IMPROVEMENT SYSTEM
AND RELATED SERVICES AGREEMENT**

EXHIBIT A.3

LICENSED SOFTWARE REQUIREMENTS

1. FUNCTIONAL REQUIREMENTS

No.	Requirement
Voice Recognition (VR) Requirements	
1.	The VR functionality shall provide speech to text function across the EHR System as well as other clinical systems and other enterprise applications.
2.	The VR functionality shall seamlessly provide an integrated user experience with integrated EHR navigation functions and tools.
3.	From the end user perspective, VR functionality shall be integrated with the EHR System with single sign-on.
4.	From the end user perspective, VR functionality shall be immediately accessible and responsive with minimal latency across common deployment strategies (e.g., workstation, mobile device, VDI / remote access).
5.	From the end user perspective, VR functionality shall be seamlessly integrated with the EHR System with minimal navigation between windows, interruptions, and task switching.
6.	From the end user perspective, VR functionality shall be seamlessly integrated with common Cerner documentation functions, such as "Powernote," workflow Mpages, and dynamic documentation.
7.	Accurate speech recognition with low error rates across specialties.
8.	The VR functionality speech recognition shall maintain low error rates despite background noise or accented speech.
9.	The VR functionality shall detect quality of audio and end users are provided with real-time feedback or suggestions to improve accuracy.
10.	The VR functionality speech recognition tools shall follow provider across devices and sessions (e.g., workstation to mobile device, virtual desktop "follow me" session, wi-fi to cellular network switch).
11.	The VR functionality shall create Individual user speech recognition profiles automatically without user intervention.
12.	The individual user speech recognition profiles shall improve speech recognition over time without manual user intervention.
13.	The individual user speech recognition profiles shall follow user across platforms (e.g., desktop, mobile app, VDI / remote access) without manual user intervention.
14.	VR macros and templates can be published and customized at multiple organizational levels (e.g., client domain, department, individual user).
15.	The macros and templates of the VR functionality shall seamlessly integrate with EHR autotexts / macros at the user level.
16.	The VR functionality shall automatically calibrate audio device and initial configuration without user intervention.
17.	The VR functionality shall be available via native mobile apps on both the Android and iOS platform.
18.	The VR functionality shall Include access to virtual assistant functions both within the EHR and integrated with third party programs or mobile apps.
19.	The VR functionality shall include tools for users to understand their utilization of speech recognition and suggestions to improve adoption.

No.	Requirement
Real-Time Provider Documentation Improvement (RTPDI) Requirements	
20.	The RTPDI functionality shall provide automated identification of Documentation Deficiencies and Specificity Deficiencies via dialogs and queries in notes created via templates, typing and/or speech.
21.	The RTPDI functionality shall automatically deliver high-value nudges, prompts to documenting provider, including guidance or an alert to the provider for additional information or clarification when Documentation Deficiencies and need for higher specification is identified.
22.	The RTPDI functionality shall provide real-time feedback and guidance at the time of documentation creation by provider.
23.	Upon presenting nudges, dialogs, or queries to provider, the RTPDI functionality shall present contextually relevant resources to further educational material that provider can review if desired.
24.	The RTPDI functionality shall provide real-time passive visual feedback to provider regarding documentation quality outcomes, including diagnostic and procedure coding, as well as quality and safety indicators.
25.	From the end user perspective, RTPDI functionality shall be integrated with the EHR System with single sign-on.
26.	From the end user perspective, RTPDI functionality shall be immediately accessible and responsive with minimal latency across common deployment strategies (e.g., workstation, mobile device, VDI / remote access).
27.	From the end user perspective, RTPDI functionality shall be seamlessly integrated with the EHR System with minimal navigation between windows, interruptions, and task switching.
28.	From end user perspective, RTPDI functionality shall be seamlessly integrated with common Cerner documentation functions, such as "Powernote," workflow Mpages, and dynamic documentation.
29.	The RTPDI functionality shall identify complication and comorbidity (CC).
30.	The RTPDI functionality shall provide the simultaneous grouping of all patient refined DRGs (APR-DRGs).
31.	The RTPDI functionality shall provide for capture of present on admission(POA), risk of mortality (ROM) and severity of illness (SOI).
32.	The RTPDI functionality shall allow for data capture of, and identify, hospital-acquired conditions (HACs).
33.	The RTPDI functionality shall allow for data capture of, and identify, hierarchical condition categories (HCCs).
34.	The RTPDI functionality shall Prompt or provide guidance or an alert to provider when documentation requires more detail or clarity or potential CC or major complication or comorbidity (MCCs).
35.	The RTPDI functionality shall allow for access to documentation, patient demographics, and RTPDI activities from one screen / view, integrated seamlessly with EHR.
36.	The RTPDI functionality shall provide the option for customized data as targets for RTPDI (e.g., quality indicators, core measures, patient safety measures as well as data for registry reporting).
37.	The RTPDI functionality shall allow for tracking of prompts sent to physicians for performance monitoring.
38.	The RTPDI functionality shall present documentation clarification/improvement suggestions directly within the EHR System documentation workflow for Cerner Powernotes.
39.	The RTPDI functionality shall present documentation clarification/improvement suggestions directly within the EHR System documentation workflow for Cerner workflow Mpages.
40.	The RTPDI functionality shall present documentation clarification/improvement suggestions directly within the EHR System documentation workflow for Cerner dynamic documentation.
41.	The RTPDI functionality shall allow for reviewing and tracking RTPDI activity at both the patient and

No.	Requirement
	provider level.
42.	The RTPDI functionality shall be able to identify and track patient safety issues (e.g., Joint Commission dangerous abbreviations).
43.	The RTPDI functionality shall have reporting or dashboards available for the end users to monitor their performance.
44.	The RTPDI functionality shall allow configuration with the coding requirements including the types of coding categories available such as, DRG, HCC, ICD-10, Procedural, Procedures, and Evaluation and Management codes.
45.	The RTPDI functionality shall provide configuration for user roles that receive the coding suggestions such as Physician, Advanced Practice Provider, Resident, or Medical Student.
Computer-Assisted Clinical Documentation Improvement (CACDI) Requirements	
46.	The CACDI functionality shall provide access within the application to the required documentation for review and include electronically interfaced, transcribed and scanned documents.
47.	The CACDI functionality shall identify and segment documentation included by status (e.g., final, working).
48.	The CACDI functionality shall allow for specification of what documentation is required for a particular account type, and only present the case for review once the designated record set is complete.
49.	The CACDI functionality shall alert the CDI team when there is missing or incomplete documentation required to code a particular type of account, as well as when the documentation becomes available.
50.	The CACDI functionality shall identify documents created or available after the original case is coded as late arriving, and route for review and/or action as defined.
51.	The CACDI functionality shall identify documentation addendums, and route for review and/or action as required.
52.	The CACDI functionality shall identify any duplicate documentation received.
53.	The CACDI functionality shall provide a set of standard query templates.
54.	The CACDI functionality shall allow for customization of query templates.
55.	The CACDI functionality shall autosuggest queries as required.
56.	The CACDI functionality shall generate, track and monitor provider queries concurrently and retrospectively, as well as link queries to deficiency tracking.
57.	The CACDI functionality shall allow messaging between various team members (coders, CDI specialists, clinicians) and integration within EHR system and workflows as required.
58.	The CACDI functionality shall identify CCs.
59.	The CACDI functionality shall provide the simultaneous grouping of APR-DRGs.
60.	The CACDI functionality shall provide for capture of POA, ROM and SOI.
61.	The CACDI functionality shall prepopulate screens with patient demographic data and other designated data elements.
62.	The CACDI functionality shall associate provider name with all procedure codes.
63.	The CACDI functionality shall provide for the creation and modification of WQs/work lists for prioritizing and segmenting cases for a CDI team to work with options for load balancing across the department.
64.	The CACDI functionality allows work to be assigned by various mechanisms such as terminal digit, discharge date or total charges at time of discharge.
65.	The CACDI functionality shall identify special account types or services as defined (e.g., core measures,

No.	Requirement
	Office of Inspector General [OIG] audit areas).
66.	The CACDI functionality shall allow cases that are missing required documentation to be flagged.
67.	The CACDI functionality shall prompt or provide guidance or an alert by type of user (e.g., physician, CDI specialist) when documentation requires more detail or clarity or potential CC or MCCs.
68.	The CACDI functionality shall prompt or provide guidance or an alert by type of user (e.g., physician, CDI specialist) when documentation requires HCC and mortality risk adjustment codes.
69.	The CACDI functionality shall provide alerts if there is a documentation of a HCC or if there's an opportunity to capture a mortality risk adjustment code.
70.	The CACDI functionality shall use rules to identify opportunities for documentation improvement.
71.	The CACDI functionality shall provide a working DRG, associated length of stay (LOS), expected reimbursement and total charges.
72.	The CACDI functionality shall identify CDI cases for review based on criteria such as account type and payor.
73.	The CACDI functionality shall allow for data capture of HACs.
74.	The CACDI functionality shall allow for data capture of HCCs.
75.	The CACDI functionality shall provide the option for customized data abstraction (e.g., quality indicators, core measures, patient safety measures as well as data for registry reporting).
76.	The CACDI functionality shall provide for customized reviews (e.g., identify incidental findings and clinical indicators to use to improve patient care as well as to identify potential candidates for clinical trials).
77.	The CACDI functionality shall allow for tracking of prompts and queries sent to physicians for performance monitoring.
78.	The CACDI functionality shall target messages by physician, specialty, department or other criteria.
79.	The CACDI functionality shall present documentation clarifications directly within the EHR System or within the EHR System workflow, and allow the physician to respond and automatically update the documentation.
80.	The CACDI functionality shall allow for reviewing and tracking coding and documentation related to audits and audit appeals as well as for quality reviews.
81.	The CACDI functionality shall be able to identify and track patient safety issues (e.g., Joint Commission dangerous abbreviations).
82.	The CACDI functionality shall allow for auditing of compliance issues.
83.	The CACDI functionality shall be able to identify the primary coder on account as well as any users who changed any data elements.
84.	The CACDI functionality shall provide reporting or dashboards available for the end users to monitor their performance.
85.	The CACDI functionality shall provide collaboration or communication tools for the end user to communicate with a coding specialist within the application.
86.	The CACDI functionality shall allow configuration with the coding requirements including the types of coding categories available such as, DRG, HCC, ICD-10, Procedural, Procedures, and Evaluation and Management codes.
87.	The CACDI functionality shall contain all interfaces needed to provide the user with access to necessary clinical documents for the encoder, CAC, CACDI and RTPDI.
88.	The CACDI functionality shall provide acknowledgment messages between sending and receiving systems

No.	Requirement
	to confirm transactions.
89.	The CACDI functionality shall send documentation including test results for each encounter to the system upon patient discharge.
90.	The CACDI functionality shall send a set of standard data elements per encounter, which may include items such as date of service, account type and financial class.
91.	The CACDI functionality shall allow for charge detail integration as required.
92.	The CACDI functionality shall include uncoded case dollar values to be part of the dashboard reporting.
93.	The CACDI functionality shall allow for reporting by type of account (inpatient, outpatient, emergency department [ED]) as well as cases that are allowed to bill directly without coder review.
94.	The CACDI functionality shall provide CDI utilization reports to show overall cases identified for review, outstanding queries, resolved physician queries, and financial impact.
95.	The CACDI functionality shall provide a report that shows the coder acceptance rate of suggested codes.
96.	The CACDI functionality shall provide a report of suggested codes vs. finalized codes.
97.	The CACDI functionality shall provide case mix trending reports and breakouts by account type and/or specialty.
98.	The CACDI functionality shall provide reporting for MCC/CC capture rates.
99.	The CACDI functionality shall have the ability to link the risk models (e.g., ROM/SOI and Elixhauser Mortality Index) report codes in risk model categories.
100.	The CACDI functionality shall provide the ability to customize reports based on criteria.
101.	The CACDI functionality shall provide reports on physician documentation quality related to target diagnoses.
Computer-Assisted Coding (CAC) Requirements	
102.	The CAC functionality shall provide access within the application to the required documentation to code and include electronically interfaced, transcribed and scanned documents.
103.	The CAC functionality shall identify and segment documentation included by status (e.g., final, on hold, pending).
104.	The CAC functionality shall allow for specification of what documentation is required to code a particular account type, and only present the case for coding once the designated record set is complete.
105.	The CAC functionality shall alert coders when there is missing or incomplete documentation required to code a particular type of account, as well as when the documentation becomes available.
106.	The CAC functionality shall identify documents created or available after the original case is coded as late arriving, and route for review and/or action as defined.
107.	The CAC functionality shall identify documentation addendums, and route for review and/or action as required.
108.	The CAC functionality shall identify any duplicate documentation received.
109.	The CAC functionality shall provide a set of standard query templates.
110.	The CAC functionality shall allow for customization of query templates.
111.	The CAC functionality shall generate, track and monitor physician queries concurrently and retrospectively, as well as link queries to deficiency tracking.
112.	The CAC functionality shall allow messaging between various team members (coders, CDI specialists, clinicians) and integration within EHR system and workflows as required.

No.	Requirement
113.	The CAC functionality shall allow for both inpatient and outpatient coding to be completed from same application.
114.	The CAC functionality shall suggest diagnosis and procedure codes from transcribed and electronically interfaced documents.
115.	The CAC functionality shall natively code ICD-10.
116.	The CAC functionality shall update when changes to ICD, CPT, and HCPCS occur.
117.	The CAC functionality shall display or highlight terms or phrases in documentation used to suggest codes.
118.	The CAC functionality shall associate diagnosis and procedure codes to specific documentation available within a coding and abstracting screen.
119.	The CAC functionality shall ensure all procedures are associated with a diagnosis prior to coding completion.
120.	The CAC functionality shall code and produce a diagnosis-related group (DRG) concurrently with a patient stay.
121.	The CAC functionality shall identify CCs.
122.	The CAC functionality shall alert coders when additional documentation is received for an encounter after coding has been finalized.
123.	The CAC functionality shall allow for codes to be re-sequenced in accordance with coding and state reporting guidelines.
124.	The CAC functionality shall provide the simultaneous grouping of APR-DRGs while coding.
125.	The CAC functionality shall provide for capture of POA, ROM and SOI.
126.	The CAC functionality shall allow for tracking pending cases and limit pending status by time frame, so cases are not held indefinitely.
127.	The CAC functionality shall allow for use of all types of codes (e.g., E, V, psychiatric) currently used, and assign per official coding guidelines.
128.	The CAC functionality shall capture ICD-10 codes that correspond to mental health disorders.
129.	The CAC functionality shall capture current Dental Procedure codes.
130.	The CAC functionality shall capture Healthcare Common Procedure System (HCPCS) and Current Procedural Terminology codes.
131.	The CAC functionality shall capture current Local codes (Level 3 HCPCS).
132.	The CAC functionality shall provide E/M codes per guidelines.
133.	The CAC functionality shall allow for coding guidelines to be customized to facility or organization.
134.	The CAC functionality shall be able to code per professional coding guidelines and complete charge capture.
135.	The CAC functionality shall prepopulate screens with patient demographic data and other designated data elements.
136.	The CAC functionality shall associate provider name with all procedure codes.
137.	The CAC functionality shall allow a coder to look up and select a provider.
138.	The CAC functionality shall indicate which type of coding, ICD-9 and/or ICD-10, was used to code the case.
139.	The CAC functionality shall indicate code sequence — for example, primary diagnosis followed by any secondary diagnosis.
140.	The CAC functionality shall associate the procedure date with each procedure per CMS guidelines.

No.	Requirement
141.	The CAC functionality shall capture appropriate units of procedures provided for treatment of patient.
142.	The CAC functionality shall capture appropriate units of medication/drugs provided for treatment of patient.
143.	The CAC functionality shall capture appropriate units of medical equipment provided for treatment of patient.
144.	The CAC functionality shall provide the option for using standard coding edits (e.g., correct coding initiative [CCI], medical necessity or local coverage determination [LCD]/national coverage determination [NCD]).
145.	The CAC functionality shall provide for the creation and modification of WQs/work lists for prioritizing and segmenting cases for a coder to work with options for load balancing across the department.
146.	The CAC functionality shall provide an option for custom fields to be defined and then displayed.
147.	The CAC functionality shall support the use of custom rules for complex coding issues such as non-billable codes or multiday studies.
148.	The CAC functionality shall support a "straight to bill" capability where no coder is required to validate the code when a specified confidence threshold is met.
149.	The CAC functionality shall allow work to be assigned by various mechanisms such as terminal digit, discharge date or total charges at time of discharge.
150.	The CAC functionality shall allow a coder to update or change any of the abstracting fields such as admit and discharge date or discharge disposition prior to completing coding.
151.	The CAC functionality shall allow access to be managed at the user role and file level.
152.	The CAC functionality shall provide encoder/grouper capabilities.
153.	The CAC functionality shall provide APCs for emergency and outpatient cases per guidelines.
154.	The CAC functionality shall allow for a case to be flagged for supervisor review and transferred as needed.
155.	The CAC functionality shall identify special account types or services as defined (e.g., core measures, Office of Inspector General [OIG] audit areas).
156.	The CAC functionality shall allow cases that are missing required documentation to be flagged.
157.	The CAC functionality shall allow for access to documentation, patient demographics, the encoder, and the results of the CAC and CDI or RTPDI activities from within the CAC functionality.
158.	The CAC functionality allows for reviewing and tracking coding and documentation related to audits and audit appeals as well as for quality reviews.
159.	The CAC functionality shall be able to identify and track patient safety issues (e.g., Joint Commission dangerous abbreviations).
160.	The CAC functionality shall allow for auditing of compliance issues.
161.	The CAC functionality shall be able to identify the primary coder on account as well as any users who changed any data elements.
162.	The CAC functionality shall have reporting or dashboards available for the end users to monitor their performance.
163.	The CAC functionality shall collaboration or communication tools for the end user to communicate with a coding specialist within the application.
164.	The CAC functionality shall allow configuration with the coding requirements including the types of coding categories available such as, DRG, HCC, ICD-10, Procedural, Procedures, and Evaluation and Management codes.
165.	The CAC functionality shall contain all interfaces needed to provide the user with access to necessary

No.	Requirement
	clinical documents for the encoder, CAC, CACDI and RTPDI/CAPD.
166.	The CAC functionality shall provide acknowledgment messages between sending and receiving systems to confirm transactions.
167.	The CAC functionality shall send documentation including test results for each encounter to the solution upon patient discharge.
168.	The CAC functionality shall send demographic patient data to the solution via standard Health Level Seven (HL7) interface.
169.	The CAC functionality shall send a set of standard data elements per encounter, which may include items such as date of service, account type and financial class.
170.	The CAC functionality shall utilize HL7 and/or EHR vendor APIs to post CDI and/or coding results to EHR within a specified time frame.
171.	The CAC functionality shall produce a dashboard updated daily or on demand that provides coder productivity, coding exceptions, and coding case status by account type.
172.	The CAC functionality shall provide the ability to report on coder productivity.
173.	The CAC functionality shall include uncoded case dollar values to be part of the dashboard reporting.
174.	The CAC functionality shall log and report on any errors relating to the coding process or transfer of information between solution and EHR system.
175.	The CAC functionality shall allow for reporting by type of account (inpatient, outpatient, emergency department [ED]) as well as cases that are allowed to bill directly without coder review.
176.	The CAC functionality shall provide a report that shows the coder acceptance rate of suggested codes.
177.	The CAC functionality shall provide a report of suggested codes vs. finalized codes.
178.	The CAC functionality shall provide case mix trending reports and breakouts by account type and/or specialty.
179.	The CAC functionality shall provide reporting for MCC/CC capture rates.
180.	The CAC functionality shall provide reports with trended data for coder productivity, coding volumes and other criteria as specified.
181.	The CAC functionality shall provide reports to analyze the coding process such as discharge date to CAC, coding time, coding finalized to bill processing.
182.	The CAC functionality shall provide the ability to customize reports based on criteria.
183.	The CAC functionality shall provide reports on physician documentation quality related to target diagnoses.
184.	The CAC functionality shall provide reports for all users on the query process (e.g., turnaround times, number of queries, response rates).

2. TECHNICAL REQUIREMENTS

No.	Requirement
General Technical Requirements	
System Administration	
1.	The DCCDIS shall allow authorized site-specific users to manage site-specific user groups and user accounts, up to and including their level of authority.
2.	The DCCDIS shall allow administrators to delegate authority, by user group, to reset password.

No.	Requirement
3.	The DCCDIS shall allow administrators to delegate authority, by user group, to restore System access of locked out user.
4.	The DCCDIS shall provide the ability to restrict access based on users' accounts' privileges.
5.	The DCCDIS shall provide the ability to specify roles and privileges based on login location.
6.	The DCCDIS shall allow the restriction of rights, privileges or access at the user and group level.
7.	The DCCDIS shall allow restricting the rights, privileges or access of processes to the minimum required for authorized tasks.
8.	The DCCDIS shall log the dates and times that users log onto each DCCDIS Solution at the time of logon, and shall have the ability to produce a report and audit trail of such login information for designated County users.
9.	The DCCDIS shall have the ability to suspend user access based on Solution authorization identifiers in County's Active Directory, without suspending the user's ability to access other Active Directory resources.
10.	The DCCDIS shall allow revocation of the access privileges of a user without requiring deletion of the user.
11.	The DCCDIS shall allow assigning multiple roles to one user.
Administrative Reporting	
12.	The DCCDIS shall implement event, audit and access logging that complies with current HIPAA Security Rule.
13.	The DCCDIS shall provide summarized and detailed reports on user access, usage logs, and other standard back-end administrative reporting.
14.	The DCCDIS shall provide online reporting capability to authorized County System managers for necessary review and accountability.
15.	The DCCDIS shall provide error and exception reports.
16.	The DCCDIS shall provide usage reports.
17.	The DCCDIS shall provide configuration, user accounts, roles and privileges reports.
Configuration Management	
18.	The DCCDIS shall provide a listing of privileged account holders within the system hosting environment.
19.	The DCCDIS shall provide the ability to maintain multiple operating environments for development, test, training and production.
20.	The DCCDIS shall ensure administration interfaces require strong authentication and authorization.
21.	The DCCDIS shall provide administrator privileges that are separated based on roles (e.g., site content developer, System administrator).
22.	The DCCDIS shall provide secured remote administration channels (e.g., SSL, VPN).
23.	The DCCDIS shall provide configuration stores that are secured from unauthorized access and tampering.
24.	The DCCDIS shall provide user accounts and service accounts used for configuration management that provide only the minimum privileges required for the task.
System Security Requirements	
User Profiles/Roles	
25.	The DCCDIS shall provide the ability for users to define and store user profile information, including but not limited to, the user's name, user ID, employee ID, professional designation, etc.
26.	The DCCDIS shall have the ability to link the user logon ID to his/her employee number or contractor social security number, as well as to the location or group of locations to which the user is assigned.

No.	Requirement
27.	The DCCDIS shall have the ability to identify the type of single enterprise authentication used for System access, e.g., MS Active Directory.
28.	The DCCDIS shall provide the ability to define user roles and user groups and associate these with user accounts.
29.	The DCCDIS shall allow the creation and assignment of user roles that limit a use's privileges to their scope of practice.
30.	The DCCDIS shall have role based security and shall enable access of reports and dashboards to be restricted to specific roles based on security levels.
31.	The DCCDIS shall allow the creation and assignment of user roles that define their required and allowed actions in workflows.
32.	The DCCDIS shall allow the assignment of multiple roles to be selected from by the user at login.
33.	The DCCDIS shall allow users to customize their interfaces with favorite or regularly used reports.
System Access	
34.	The DCCDIS shall provide ability to use a single set of user credentials for all modules with security configured for each module.
35.	The DCCDIS shall have the ability to identify and log IP addresses of connecting devices.
36.	The DCCDIS shall have the ability for security module to be maintained by an in-house System Administrator.
37.	The DCCDIS shall allow an unlimited number of users to access and use the system at the same time.
38.	The DCCDIS shall provide an efficient, flexible way to control and administer multiple levels of user access.
39.	The DCCDIS shall have the ability to support web based client access or other internet based client access technologies, with appropriate security access controls.
40.	The DCCDIS shall provide lock-out capability after a pre-defined number of unsuccessful user sign-on attempts.
41.	The DCCDIS shall not display passwords as clear text (Password Masking).
42.	The DCCDIS shall provide integrated security managed in a central accounts database.
43.	The DCCDIS shall provide a viewable list of Users logged on to System in real-time.
44.	The DCCDIS shall encrypt passwords before being stored or transmitted.
45.	The DCCDIS shall encrypt sensitive data transmitted between clients and servers using Secure Socket Layer (SSL) Certificates, Transport Layer Security (TLS), or by other means.
46.	The DCCDIS shall restrict users, based on their security role from directly accessing the database.
47.	For each of the VR, CAC, CACDI (inpatient), CACDI (outpatient), and RTPDI Solutions, the DCCDIS shall have the ability to assign application access rights across the Solution at a single point of entry.
48.	The DCCDIS shall support a pre-defined time for passwords to be changed and suspended per user's role, access level and defined inactivity period. The LA DHS standard for users is 90 days.
Authentication	
49.	The DCCDIS shall ensure all system and user accounts are identified.
50.	The DCCDIS shall ensure integration capability with County's Azure Active Directory through an SSO mechanism /experience.
51.	The DCCDIS shall ensure web sites are partitioned into un-restricted and restricted areas using separate folders.

No.	Requirement
52.	The DCCDIS shall provide authentication that uses least-privileged accounts.
53.	The DCCDIS shall ensure that minimum error information is returned in the event of authentication failure.
54.	The DCCDIS shall authenticate the user before any access is allowed to protected resources (e.g., Protected Health Information).
55.	The DCCDIS shall ensure credentials are secured/encrypted in storage, and over the wire via Secure Socket Layer (SSL/TLS) or IP Security (IPSec), if Structured Query Language (SQL) authentication is used (e.g., communication between the application server and the database server).
Authorization	
56.	The DCCDIS shall ensure measures are in place to prevent, detect and log unauthorized attempts to access the system.
57.	The DCCDIS shall insure rights and privileges are assigned based on authorization roles.
58.	The DCCDIS shall insure database restricts access to stored procedures to authorized accounts only.
59.	The DCCDIS shall insure all account IDs that are used by the system are identified and the resources accessed by each account is known.
60.	The DCCDIS shall insure roles are mapped to user and data interfaces. Role rights and privileges are identified and maintained in an access control list.
61.	The DCCDIS shall insure resources are mapped to System roles and allowed operations for each role.
Integrity Controls	
62.	The DCCDIS shall insure measures are in place to detect unauthorized changes to information.
63.	The DCCDIS shall insure measures are in place to protect information from being accidentally overwritten.
64.	The DCCDIS shall support integrity mechanisms for transmission of both incoming and outgoing files, such as parity checks and cyclic redundancy checks (CRCs).
65.	The DCCDIS shall insure measures are in place to prevent the upload of unauthorized files (e.g., executable files).
Sensitive Data (e.g., ePHI, Personally Identifiable Information)	
66.	The DCCDIS shall insure sensitive data and secrets are not incorporated in code.
67.	The DCCDIS shall insure secrets are stored securely using a one-way hash. Database keys, connections, passwords, or other secrets are not stored in plain text.
68.	The DCCDIS shall insure sensitive data is not logged in clear text by the system.
69.	The DCCDIS shall insure sensitive data is not transmitted using insecure protocols, such as FTP, telnet, sftp etc., unless tunneled through an authenticated encrypted connection (e.g., VPN).
70.	The DCCDIS shall insure sensitive data is not stored in persistent cookies.
71.	The DCCDIS shall insure measures are in place to prevent, detect and log unauthorized attempts to access sensitive or confidential data.
72.	The DCCDIS shall restrict transactions involving financial or sensitive data to authorized user sessions originating on the County Intranet WAN only. Access to such transactions from the Internet is blocked.
73.	The DCCDIS shall restrict access to financial transactions and other sensitive data by authorized users outside the County Intranet to Read Only mode.
74.	The DCCDIS shall insure all user sessions involving financial transactions or sensitive data are encrypted using SSL/TLS /HTTPS.
75.	The DCCDIS shall provide administrative ability to block users' access to individual patient records for

No.	Requirement
	privacy reasons.
Encryption	
76.	The DCCDIS shall have the ability to encrypt electronic PHI at rest or in motion, and support all required encryption processes, to conform with the current HIPAA Security Rule.
Input Validation	
77.	The DCCDIS shall insure that input validation is applied whenever input is received through user or external data interfaces. The validation approach is to constrain, reject, and then sanitize input.
78.	The DCCDIS shall be designed with System validation that assumes that user input is malicious.
79.	The DCCDIS shall validate data for type, length, format, and range. Data validation is consistent across the system.
80.	The DCCDIS shall be designed to avoid un-trusted input of file name and file paths. (i.e., A does not accept file names or file paths from calling functions. Decisions are not made based on user-supplied file names and paths.)
81.	The DCCDIS shall be designed so that the system does not use parent paths when data within the system is being accessed. Attempts to access resources using parent paths are blocked.
82.	The DCCDIS shall insure web server always asserts a character set: a locale and a country code, such as en_US.
Timeouts	
83.	The DCCDIS shall provide an automatic timeout if the session is idle for a pre-specified and configurable duration.
84.	The DCCDIS shall warn the user before the timeout and prompts the user to re-enter their password.
Parameter Manipulation	
85.	The DCCDIS shall ensure all input parameters are validated (including form fields, query strings, cookies, and HTTP headers).
86.	The DCCDIS shall support cookies with sensitive data (e.g. authentication cookies) are encrypted.
87.	The DCCDIS shall ensure sensitive data is not passed in query strings or form fields.
88.	The DCCDIS shall support security decisions on information other than HTTP header information.
System Use and Interoperability	
Scalability	
89.	The DCCDIS shall be scalable and adaptable to meet any reasonable future growth and expansion needs.
Interfaces	
90.	The DCCDIS shall support standard HL7 messaging protocols.
91.	The DCCDIS's HL7 interfaces shall have adequate bandwidth to support County expected message volume during peak hours.
92.	The DCCDIS shall support standard FHIR messaging protocols.
93.	The DCCDIS shall support standard X12 messaging protocols.
94.	The DCCDIS shall support standard Application Programming Interface (API).
95.	The DCCDIS shall be able to resend a specific transaction (e.g., HL7 message, daily file) or a set of transactions during a specific time period on demand.
96.	The DCCDIS shall support standard Simple Object Access Protocol.

No.	Requirement
97.	The DCCDIS shall provide the ability to validate incoming messages.
98.	The DCCDIS shall provide the ability to perform data transformations.
99.	The DCCDIS shall provide the ability to load information from standard format data file(s) e.g., CSV, tab-delimited, XML, etc.
100.	The DCCDIS shall be scriptable/programmable using an industry standard language.
101.	The DCCDIS shall monitor timeliness of messages and send alerts if certain time limits have been exceeded.
102.	The DCCDIS shall support standard logging levels (WARN, INFO, DEBUG, TRACE) at the interface layer.
103.	The DCCDIS shall monitor for errors and send alerts if certain time limits have been exceeded.
104.	The DCCDIS shall have the ability to evaluate interface messages for accuracy, completeness, and reject messages that are not constructed properly as well as the capability to generate reports of failed messages.
105.	The DCCDIS shall have the capability to analyze, correct and resend messages that have been rejected.
106.	The DCCDIS shall have the capability to queue outbound messages in case a receiving System is down temporarily.
External Data Sharing and Interoperability	
107.	The DCCDIS shall provide the ability to automatically extract batch data and FTP/SFTP/FTPS batch transfers to external agencies.
Data Conversion	
108.	Contractor shall provide all services needed to transform, standardize, migrate and load external legacy electronic data in order to establish an initial database suitable for live organization operations.
Flexibility	
109.	The DCCDIS shall insure functionality and associated business rules shall be configurable without requiring "code" modifications.
110.	The DCCDIS shall provide screens that are configurable, providing ability to reposition and rename field labels, remove or "turn-off" unused fields, and allow addition of custom-defined fields.
111.	The DCCDIS shall provide the ability to create and/or modify the business rules which determine the acceptance/correctness of data.
112.	The DCCDIS shall provide the ability for on-line access by any site connected to the organization WAN.
113.	The DCCDIS shall provide the ability for secure remote access by authorized individuals (e.g., web based VPN access).
End-User Interface	
114.	The DCCDIS shall use the standard out-of-the-box GUI tools to create solution user interfaces.
115.	The DCCDIS shall provide dynamic content and views based on user role.
116.	The DCCDIS shall have a customizable online documentation and training materials such as context-specific help, search capability, organization-specific business process documentation and process maps.
117.	The DCCDIS shall allow for field level edit checks for transactions during data entry and provide immediate user feedback, including error messages and possible corrective actions.
118.	The DCCDIS shall have the ability to design a preferred sequence to make data-entry columns and fields match the workflow.
119.	The DCCDIS shall allow for the option of auto-fill capability per transaction/field entry throughout all

No.	Requirement
	modules.
120.	The DCCDIS shall have the ability to restrict free form entry (e.g., provide drop down calendar for date field).
121.	The DCCDIS shall minimize the necessity of the mouse when user performs data entry tasks.
122.	The DCCDIS shall provide the ability y for a single user to open multiple sessions concurrently.
Reporting	
123.	The DCCDIS shall present data in graphical (e.g., charts, graphs) and numeric displays based on data within the system.
124.	The DCCDIS shall have the ability to export reports directly to MS Office, HTML, PDF, or XML formats and any other industry standards.
125.	The DCCDIS shall provide ad hoc and standard query capabilities (with and without input parameters).
126.	The DCCDIS's ad hoc reporting tool shall be able to access any delivered or added fields in the database.
127.	The DCCDIS shall provide ability to create and maintain a report distribution mechanism with predefined reports (e.g., monthly reports that are specific by role, organization, and location via portal or Web).
128.	The DCCDIS shall provide security to protect reports created by one user from being viewed, modified, and/or executed by another user.
129.	The DCCDIS shall provide the ability to view previously generated reports by any user as allowed by their user role.
130.	<p>The following DCCDIS Modules shall provide capability to schedule reports and dashboards to run automatically according to County specified intervals:</p> <ul style="list-style-type: none"> ▪ mPower ▪ All Modules provided by Dolbey
131.	The DCCDIS shall allow for reporting by exception.
132.	The DCCDIS shall allow print preview of all reports before printing and have print screen and selective page(s) print functionality.
133.	The DCCDIS shall allow for user-friendly end-user report creation without requiring technical staff or expertise to create and publish reports within the modules.
Content and Document Management	
134.	The DCCDIS shall enable indexing and searching of documents by a variety of user-defined metadata attributes.
135.	The DCCDIS shall support for full text search.
136.	The DCCDIS shall have built-in viewers/converters for a wide variety of file types.
System Hosting Requirements	
Hosting Service Overview	
137.	Contractor's hosting services shall be hosted at a Tier 3 Data Center as defined by the UpTime Institute.
138.	Contractor's hosting services shall be hosted at locations at multiple geographically dispersed locations.
139.	Contractor's hosting services shall ensure facilities protected by industry standard provisions from locally high-risk natural disasters.
140.	Contractor's hosting services shall ensure each Hosting facility has at least two industry standard diverse external network connections.
141.	Contractor's hosting services shall provide adequate firewall protection in order to secure Personal Data

No.	Requirement
	and other Confidential Information users of the system from unauthorized access by third parties.
Cloud Hosting	
142.	The DCCDIS shall be hosted on an industry standard cloud hosting platform.
143.	Contractor’s hosting services cloud solution must allow for hosting in the cloud without excessive effort and/or re-configuration. Cloud implementation models may include SaaS or PaaS.
144.	Contractor’s hosing services implementation of the cloud solution must meet the security requirements and other cloud-related policies relating to existing County standards.
145.	The DCCDIS’s hosting services cloud solution must meet the Direction for Electronic Data Residency for protected B information.
146.	Contractor shall own, manage and operate the cloud hosting platform and infrastructure or contract.
Hosting Service Operations	
147.	Contractor shall have a process in place for transitioning from development to production operations.
148.	Contractor shall have well established maintenance and management procedures.
149.	Contractor shall have a documented process for capacity planning and management.
150.	Contractor shall have a documented methodology for monitoring, measuring, and reporting the performance metrics and System accounting information.
151.	Contractor shall have a documented procedure for management of 24x7x365 staff and operations.
152.	Contractor shall monitor the computing Systems and communications circuits 24x7x365.
153.	Contractor shall have a documented procedure for incident response and escalation.
154.	Contractor shall have a documented procedure for managing, monitoring, and maintaining interfaces.
155.	Contractor shall have a documented procedure for managing, monitoring, and maintaining the network up to the County’s demarcation.
156.	Contractor shall manage and clearly communicate roles and responsibilities for its staff and County staff.
157.	Contractor shall provide continuous monitoring and management of the Hosting Environment to optimize support, performance, and System availability.
158.	Contractor shall provide and maintain a method for escalation of issues, and log all incidents, problems and error corrections.
Hosting Service Disaster Preparedness and Recovery	
159.	Contractor shall have a documented procedure for responding to unscheduled downtime.
160.	The DCCDIS shall meet the Maximum Allowable Outage (MAO) and Recovery Point Objective (RPO) requirements set forth in Section 5 (Recovery Time Requirement) of Exhibit M.1 (Disaster Recovery and Business Continuity Requirements).
161.	Contractor shall have a documented strategy, architecture and procedures for Business Continuity that meet industry standards for the MAO and RPO requirements set forth in Section 5 (Recovery Time Requirement) of Exhibit M.1 (Disaster Recovery and Business Continuity Requirements).
162.	Contractor shall have a documented strategy, architecture and procedures for Disaster Recovery that meet industry standards for the MAO and RPO requirements set forth in Section 5 (Recovery Time Requirement) of Exhibit M.1 (Disaster Recovery and Business Continuity Requirements).
163.	Contractor shall have a documented strategy, architecture, and procedures for Backup/Restore that meet industry standards for the MAO and RPO requirements set forth in Section 5 (Recovery Time Requirement) of Exhibit M.1 (Disaster Recovery and Business Continuity Requirements).

No.	Requirement
164.	Contractor shall have documented procedures for real-time client communication in the event of an unscheduled downtime.
165.	The DCCDIS shall have the ability to seamlessly failover to a secondary site in a different geographic location and/or disaster zone.
166.	The DCCDIS shall have the ability to report on uptime/downtime history.
Hosting Service Security	
167.	Contractor shall provide physical and logical security for all service components (hardware and software) and data.
168.	Contractor shall use industry standard encryption for all data at rest or in motion.
169.	Contractor shall provide intrusion detection and prevention, including network intrusion and virus detection Systems throughout Hosted Services network and computing infrastructure.
170.	Contractor shall meet the requirements of the current Federal HHS HIPAA Security Rule.



EXHIBIT A.4 (ACCEPTANCE CERTIFICATE)

TO THE

DATA CAPTURE AND CLINICAL DOCUMENTATION IMPROVEMENT SYSTEM
AND RELATED SERVICES AGREEMENT

EXHIBIT A.4

ACCEPTANCE CERTIFICATE

Contractor is submitting this Acceptance Certificate to the County Project Manager and the County Project Director for Approval in connection with the Key Deliverable described below. This Acceptance Certificate must be Approved by the County Project Manager and the County Project Director, as evidenced by the County Project Manager's and the County Project Director's signature below, before Contractor can invoice County for payment in connection with the Milestone Payment amount associated with this Key Deliverable.

TO BE COMPLETED BY CONTRACTOR	
Key Deliverable Number:	Title of Key Deliverable:
Key Deliverable Description:	Contract/Statement of Work Reference:
Submitted By:	Email:
Phone Number:	Submission Date:

COUNTY APPROVAL	
County Project Manager Approval	County Project Director Approval
By: _____	By: _____
Name: _____	Name: _____
Date: _____	Date: _____



EXHIBIT A.5 (PROJECT WORK PLAN)

TO THE

DATA CAPTURE AND CLINICAL DOCUMENTATION IMPROVEMENT SYSTEM
AND RELATED SERVICES AGREEMENT

ID	Task Name	Duration	Start	Finish	Half 2, 2024							Half 1, 2025					Half 2, 2025					Half 1, 2026		
					J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F
1	Project Milestones	321 days	Mon 8/12/24	Mon 11/3/25																				
2	MS: Project Start	0 days	Mon 8/12/24	Mon 8/12/24																				
3	MS: Contract Initiation	0 days	Fri 8/23/24	Fri 8/23/24																				
4	MS: Project Initiation Complete	0 days	Fri 9/6/24	Fri 9/6/24																				
5	MS: DCCDIS Discovery Complete	0 days	Fri 9/6/24	Fri 9/6/24																				
6	MS: Communications and OCM Strategy Complete	0 days	Fri 10/11/24	Fri 10/11/24																				
7	MS: R1 Design Complete - VR & RTPDI	0 days	Fri 9/6/24	Fri 9/6/24																				
8	MS: R1 Build Complete - VR & RTPDI	0 days	Fri 11/29/24	Fri 11/29/24																				
9	MS: R1 System Integration Testing Complete - VR & RTPDI	0 days	Fri 12/27/24	Fri 12/27/24																				
10	MS: System End to End Testing Complete - VR & RTPDI	0 days	Fri 2/7/25	Fri 2/7/25																				
11	MS: System User Acceptance Testing Complete - VR & RTPDI	0 days	Fri 3/7/25	Fri 3/7/25																				
12	MS: R1 Training Readiness Complete - VR & RTPDI	0 days	Fri 3/7/25	Fri 3/7/25																				
13	MS: R1 Production Deployment Complete - VR & RTPDI	0 days	Tue 3/18/25	Tue 3/18/25																				
14	MS: R1 User Roll Out Complete - VR & RTPDI	0 days	Tue 6/3/25	Tue 6/3/25																				
15	MS: R1 Post-Go Live Stabilization (Hypercare) Complete	0 days	Tue 6/3/25	Tue 6/3/25																				
16	MS: R2 Design Complete - CAC, CACDI, Radiology	0 days	Fri 11/8/24	Fri 11/8/24																				
17	MS: R2 Build Complete - CAC, CACDI, Radiology	0 days	Fri 4/11/25	Fri 4/11/25																				
18	MS: R2 System Integration Testing Complete - CAC, CACDI, Radiology	0 days	Fri 5/23/25	Fri 5/23/25																				
19	MS: R2 System End to End Testing Complete - CAC, CACDI, Radiology	0 days	Fri 6/27/25	Fri 6/27/25																				
20	MS: R2 User Acceptance Testing Complete - CAC, CACDI, Radiology	0 days	Fri 7/25/25	Fri 7/25/25																				
21	MS: R2 Training Readiness Complete - CAC, CACDI, Radiology	0 days	Fri 7/25/25	Fri 7/25/25																				
22	MS: R2 Production Deployment Complete - CAC, CACDI, Radiology	0 days	Mon 8/4/25	Mon 8/4/25																				
23	MS: R2 User Roll Out Complete - CAC, CACDI, Radiology	0 days	Mon 9/29/25	Mon 9/29/25																				
24	MS: R2 Post-Go Live Stabilization (Hypercare) Complete	0 days	Mon 10/27/25	Mon 10/27/25																				
25	MS: Project Closeout Complete	0 days	Mon 11/3/25	Mon 11/3/25																				
26	Inputs/Dependencies	80 days	Mon 8/12/24	Fri 11/29/24																				
27	Resources	0 days	Mon 8/12/24	Mon 8/12/24																				
28	Accenture/Nuance/Dolbey Resources Mobilized	0 days	Mon 8/12/24	Mon 8/12/24																				
29	County Resources Mobilized	0 days	Mon 8/12/24	Mon 8/12/24																				
30	3rd Party Resources Identified	0 days	Mon 8/12/24	Mon 8/12/24																				
31	Tools	20 days	Mon 8/12/24	Fri 9/6/24																				
32	County to Enable Document Respository (SharePoint/Teams/other preferred tool)	5 days	Mon 8/12/24	Fri 8/16/24																				
33	Issue Management Tool Enabled	20 days	Mon 8/12/24	Fri 9/6/24																				
34	Interface Dependencies	60 days	Fri 9/6/24	Fri 11/29/24																				
35	New interface data required for R1 made available to Accenture for OpenLink configuration	0 days	Fri 9/6/24	Fri 9/6/24																				
36	R1 flat file ready for configuration thorough OpenLink	0 days	Fri 9/6/24	Fri 9/6/24																				
37	New interface data for R2 made available to Accenture for OpenLink configuration	0 days	Fri 11/8/24	Fri 11/8/24																				
38	R2 flat file(s) ready for configuration thorough OpenLink	0 days	Fri 11/8/24	Fri 11/8/24																				
39	R2 APIs/Web Services available for configuration	0 days	Fri 11/8/24	Fri 11/8/24																				
40	End to End Testing Environment Available	0 days	Fri 11/29/24	Fri 11/29/24																				
41	Servers	0 days	Fri 9/6/24	Fri 9/6/24																				

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

ID	Task Name	Duration	Start	Finish	Half 2, 2024					Half 1, 2025					Half 2, 2025					Half 1, 2026				
					J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F
257	Task 4: Testing	250 days	Mon 8/12/24	Fri 7/25/25																				
258	Subtask 4.1: Develop Test Plan for Full Cycle Test	20 days	Mon 8/12/24	Fri 9/6/24																				
259	Deliverable 4.1: Test Plan for Full Cycle Test	20 days	Mon 8/12/24	Fri 9/6/24																				
260	Create Full Cycle Test Plan	5 days	Mon 8/12/24	Fri 8/16/24																				
261	Review Full Cycle Test Plan	5 days	Mon 8/19/24	Fri 8/23/24																				
262	Incorporate Feedback to Full Cycle Test Plan	5 days	Mon 8/26/24	Fri 8/30/24																				
263	Approve Full Cycle Test Plan	5 days	Mon 9/2/24	Fri 9/6/24																				
264	Subtask 4.2: Develop Test Scripts, Test Scenarios, and Test Catalog	140 days	Mon 9/9/24	Fri 3/21/25																				
265	Deliverable 4.2: Test Scripts, Test Scenarios and Test Catalogue - R1 VR & RTPDI	50 days	Mon 9/9/24	Fri 11/15/24																				
266	Create Test Scenarios - R1 VR & RTPDI	10 days	Mon 9/9/24	Fri 9/20/24																				
267	Review and Finalize Test Scenarios - Iterative Reviews - R1 VR & RTPDI	10 days	Mon 9/23/24	Fri 10/4/24																				
268	Create Test Catalog - R1 VR & RTPDI	5 days	Mon 9/23/24	Fri 9/27/24																				
269	Create Test Scripts - R1 VR & RTPDI	15 days	Mon 10/7/24	Fri 10/25/24																				
270	Review Sample Test Scripts - R1 VR & RTPDI	10 days	Mon 10/28/24	Fri 11/8/24																				
271	Approve Test Preparation - R1 VR & RTPDI	5 days	Mon 11/11/24	Fri 11/15/24																				
272	Deliverable 4.2: Test Scripts, Test Scenarios and Test Catalogue - R2 CAC, CACDI	50 days	Mon 11/11/24	Fri 1/17/25																				
273	Create Test Scenarios - R2 CAC, CACDI	15 days	Mon 11/11/24	Fri 11/29/24																				
274	Review and Finalize Test Scenarios - Iterative Reviews - R2 CAC, CACDI	10 days	Mon 11/25/24	Fri 12/6/24																				
275	Create Test Catalog - R2 CAC, CACDI	5 days	Mon 12/2/24	Fri 12/6/24																				
276	Create Test Scripts - R2 CAC, CACDI	15 days	Mon 12/9/24	Fri 12/27/24																				
277	Review Sample Test Scripts - R2 CAC, CACDI	10 days	Mon 12/30/24	Fri 1/10/25																				
278	Approve Test Preparation - R2 CAC, CACDI	5 days	Mon 1/13/25	Fri 1/17/25																				
279	Deliverable 4.2: Test Scripts, Test Scenarios and Test Catalogue - R2 Radiology	50 days	Mon 1/13/25	Fri 3/21/25																				
280	Create Test Scenarios - R2 Radiology	15 days	Mon 1/13/25	Fri 1/31/25																				
281	Review and Finalize Test Scenarios - Iterative Reviews - R2 Radiology	10 days	Mon 1/27/25	Fri 2/7/25																				
282	Create Test Catalog - R2 Radiology	5 days	Mon 2/3/25	Fri 2/7/25																				
283	Create Test Scripts - R2 Radiology	15 days	Mon 2/10/25	Fri 2/28/25																				
284	Review Sample Test Scripts - R2 Radiology	10 days	Mon 3/3/25	Fri 3/14/25																				
285	Approve Test Preparation - R2 Radiology	5 days	Mon 3/17/25	Fri 3/21/25																				
286	Subtask 4.3: Conduct Full Cycle Testing	170 days	Mon 12/2/24	Fri 7/25/25																				
287	Deliverable 4.3. Full Cycle Testing Completed - R1 VR & RTPDI	70 days	Mon 12/2/24	Fri 3/7/25																				
288	System Integration Testing - R1 VR & RTPDI	20 days	Mon 12/2/24	Fri 12/27/24																				
289	Execute System Integration Testing - R1 VR & RTPDI	20 days	Mon 12/2/24	Fri 12/27/24																				
290	Defect Resolution for System Integration Testing - R1 VR & RTPDI	20 days	Mon 12/2/24	Fri 12/27/24																				
291	End to End Testing - R1 VR & RTPDI	30 days	Mon 12/30/24	Fri 2/7/25																				
292	Execute End to End Testing - R1 VR & RTPDI	30 days	Mon 12/30/24	Fri 2/7/25																				
293	Defect Resolution for End to End Testing - R1 VR & RTPDI	30 days	Mon 12/30/24	Fri 2/7/25																				
294	User Acceptance Testing - R1 VR & RTPDI	20 days	Mon 2/10/25	Fri 3/7/25																				
295	Execute User Acceptance Testing - R1 VR & RTPDI	20 days	Mon 2/10/25	Fri 3/7/25																				
296	Defect Resolution for User Acceptance Testing - R1 VR & RTPDI	20 days	Mon 2/10/25	Fri 3/7/25																				

Task		Project Summary		Manual Task		Start-only		Finish-only		External Tasks		External Milestone		Deadline	
Split		Inactive Task		Duration-only		Manual Summary Rollup		Manual Progress		Progress					
Milestone		Inactive Milestone		Manual Summary											
Summary		Inactive Summary													



EXHIBIT B (LICENSED SOFTWARE)

TO THE

DATA CAPTURE AND CLINICAL DOCUMENTATION IMPROVEMENT SYSTEM
AND RELATED SERVICES AGREEMENT

EXHIBIT B

LICENSED SOFTWARE

This Exhibit B (Licensed Software) is an attachment and addition to the Data Capture and Clinical Documentation Improvement System and Related Services Agreement (the “**Agreement**”), Agreement No. H-711085 entered into by and between the County of Los Angeles (“**County**”) and Accenture LLP (“**Contractor**”), and is incorporated into the Agreement by reference hereof. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.

1. LICENSED SOFTWARE

Licensed Software			
No.	Contractor or Key Subcontractor	Contractor or Key Subcontractor Product Name	Contractor or Key Subcontractor Product No.
1.	Dolbey	Fusion CAC	FCAC-LICENSE
2.	Dolbey	Physician Billing Module	FCAC-PHYSBILL
3.	Dolbey	Quality Module	FCAC-QUALITY
4.	Dolbey	Audit Module	FCAC-AUDIT
5.	Dolbey	CDI Module	FCAC-CDI
6.	Dolbey	3M (APR Grouper) – Proprietary grouping for Risk of Mortality (ROM) and Severity of Illness (SOI) scores. Web content service called through HTTPS ¹	3M-GROUPER
7.	Dolbey	TruCode Encoder Essential – Code lookup (ICD & CPT) and other coding reference as well as MS/DRG grouping. Web content called through HTTPS ¹	TC-LIC
8.	Nuance	Dragon Medical Advisor for Outpatient with HCC Specificity	N/A
9.	Nuance	Dragon Medical One <ul style="list-style-type: none">▪ Inpatient Coverage Model – Inpatient Admissions▪ Emergency Department Coverage Model – Emergency Department Visits▪ Outpatient Coverage Model – Outpatient and Ambulatory Visits	N/A
10.	Nuance	PowerMic Mobile (Mobile Application) <ul style="list-style-type: none">▪ Inpatient Coverage Model – Inpatient Admissions▪ Emergency Department Coverage Model – Emergency Department Visits▪ Outpatient Coverage Model – Outpatient and Ambulatory Visits	N/A
11.	Nuance	Inpatient Guidance for Dragon Medical Advisor <ul style="list-style-type: none">▪ Inpatient Admissions	N/A
12.	Nuance	Nuance CDE One <ul style="list-style-type: none">▪ Inpatient Admissions▪ Clinical Documentation Specialists (CDS)▪ CDE One Level 3	N/A
13.	Nuance	PowerScribe One <ul style="list-style-type: none">▪ Radiology Reports	N/A

Licensed Software			
No.	Contractor or Key Subcontractor	Contractor or Key Subcontractor Product Name	Contractor or Key Subcontractor Product No.
14.	Nuance	PowerScribe Advanced Data Integration with ModLink <ul style="list-style-type: none"> ▪ Radiology Report 	N/A
15.	Nuance	PowerScribe Follow-up Manager <ul style="list-style-type: none"> ▪ Radiology Report 	N/A
16.	Nuance	PowerConnect Actionable Findings <ul style="list-style-type: none"> ▪ Radiology Report 	N/A
17.	Nuance	PowerScribe Mobile Clinician (Mobile Application) <ul style="list-style-type: none"> ▪ Radiology Report 	N/A
18.	Nuance	mPower Clinical Analytics <ul style="list-style-type: none"> ▪ Radiology Report 	N/A
19.	Nuance	Dragon Medical embedded in Cerner PowerChart Touch <ul style="list-style-type: none"> ▪ Nuance enabled for Nuance technology only ▪ County would need to purchase PowerChart Touch from Cerner, as applicable 	N/A
20.	Nuance	Ellkay – Interface/interoperations vendor; they are involved in providing HL7 interfaces and in initial implementation of same ¹	N/A
21.	Nuance	Intelligent Medical Objects – Provides terminology libraries that map to billing and reference codes ¹	N/A
22.	Nuance	Auth0 – User authentication function ¹	N/A
23.	Nuance	Salesforce Live Agent – Live chat function for users ¹	N/A
24.	Nuance	3M (APR Grouper) – Proprietary grouping for Risk of Mortality (ROM) and Severity of Illness (SOI) scores. Web content service called through HTTPS ¹ <ul style="list-style-type: none"> ▪ Inpatient Admissions as reported to the American Hospital Association by Inpatient Facility 	N/A
25.	Nuance	Message Technologies – Vendor that provides messaging capability offered through the PCAF solution ¹	N/A
26.	Nuance	Hyland Software – Third-party on-premises software module which integrates into the PowerScribe offering ¹	N/A

¹Integral Third Party Software

2. THIRD-PARTY PRODUCTS

Third-Party Products			
No.	Contractor or Key Subcontractor	Contractor or Key Subcontractor Product Name	Contractor or Key Subcontractor Product No.
1.	N/A	[None as of the Effective Date]	N/A



EXHIBIT C (FEES; CONTRACTOR PROFESSIONAL SERVICES RATES)

TO THE

**DATA CAPTURE AND CLINICAL DOCUMENTATION IMPROVEMENT SYSTEM
AND RELATED SERVICES AGREEMENT**

EXHIBIT C

FEES; CONTRACTOR PROFESSIONAL SERVICES RATES

This Exhibit C (Fees; Contractor Professional Services Rates) is an attachment and addition to the Data Capture and Clinical Documentation Improvement System and Related Services Agreement (the “**Agreement**”), Agreement No. H-711085 entered into by and between the County of Los Angeles (“**County**”) and Accenture LLP (“**Contractor**”), and is incorporated into the Agreement by reference hereof. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.

1. INTRODUCTION

The fundamental premise of the fee and pricing structure under the Agreement is that all elements of the DCCDIS, including the Licensed Software, Third-Party Products, Integral Third-Party Software, Hosting Software, Hardware, and Services including, Implementation Services, Hosting Services, Support Services, and any Optional Work are paid for only in the amount, and solely through the contractually specified mechanisms for payment of the fees (the “**Authorized Billing and Payment Mechanisms**”) set forth in this Exhibit C (Fees; Contractor Professional Services Rates), regardless of whether or not all costs or expenses to Contractor of providing a specific element of the DCCDIS can be directly traced to, or are captured by, an Authorized Billing and Payment Mechanism, each described in Section 2 (Authorized Billing And Payment Mechanisms). It is understood and agreed by the Parties that the total amount to be paid by County under the Agreement cannot exceed the Contract Sum unless the Contract Sum is modified pursuant to a duly Approved Amendment to the Agreement pursuant to Section 13 (Changes to Agreement) of the Agreement. The Contract Sum is the maximum amount that could be paid, but is not a commitment to spend sums allocated under the Contract Sum for Optional Work.

The amounts to be paid by County under this Agreement through the Authorized Billing and Payment Mechanisms include all Contractor costs, including Contractor overhead, profit margin, and all costs of services, product, and goods delivery within the definition of Services. The Contract Sum is the total amount that is allocated by County for payment under this Agreement, but is not the amount to be paid to Contractor under this Agreement. In the absence of an Approved Physical Growth Event, the Approval by County of Optional Work, and Amendment approving additional DCCDIS capabilities, the maximum amount to be paid to Contractor over the Term under this Agreement is one hundred forty million seven hundred twenty thousand four hundred eighty-three dollars (\$140,720,483).

Exhibit C.5 (Detailed Pricing Summary) provides the detailed pricing summary by component of the DCCDIS.

2. AUTHORIZED BILLING AND PAYMENT MECHANISMS

There are only five (5) Authorized Billing and Payment Mechanisms for payment of the fees under this Agreement. Each of these is detailed in this Section 2 (Authorized Billing and Payment Mechanisms) of Exhibit C (Fees; Contractor Professional Services Rates) and listed as follows:

1. Milestone Payments
2. Recurring Monthly Fees
3. Approved Physical Growth Event
4. Financial Change Order for Optional Work
5. Amendment

Contractor cannot invoice County under the Agreement except as provided under one of the Authorized Billing and Payment Mechanisms, and will not be entitled to, and will not receive, any payment, except as provided under one of the Authorized Billing and Payment Mechanisms set forth in this Section 2 (Authorized Billing and Payment Mechanisms).

2.1. Milestone Payments

This Exhibit C (Fees; Contractor Professional Services Rates) sets forth the Milestone payment structure for the Milestones set forth in Exhibit C.4 (Key Milestones and Key Deliverables Table) and amounts (“**Milestone Payments**”)

set forth in Exhibit C.2 (Milestone Payments and Recurring Monthly Fees Table). The Milestone Payments amount of twenty-two million seven hundred fifteen thousand dollars (\$22,715,000) through the Productive Use of the Licensed Software is fixed and is not subject to change except in the event of an Approved Physical Growth Event described in Section 2.3 (Approved Physical Growth Event) below, and collectively referred to as “**Authorized Modifications to Milestone Payments**”. The Milestone Payments were negotiated between Contractor and County as a material condition under this Agreement, and for the period from the Effective Date through the payment of the last Milestone Payment are to capture all compensation to Contractor for the Licensed Software (including Integral Third-Party Software), Third-Party Products, Implementation Services, Support Services prior to its transition to Recurring Monthly Fees, one-time costs as to Hosting Services, and Hardware.

The Milestone Payments are to be paid in accordance with the Agreement. Sections 14.3 (Implementation Services) and 15 (Invoices and Payments) of the Agreement most directly address the Milestone Payments, though relevant issues such as Acceptance, are addressed throughout the Agreement. Exhibit C.2 (Milestone Payments and Recurring Monthly Fees Table) identifies the Key Milestones, the Key Milestone Allocation, the Key Milestone Scheduled Duration, the Monthly Key Milestone Payment, the Key Deliverables associated with each Key Milestone, and the Due Date for each Key Deliverable. Notwithstanding the payment dates and amounts in the supporting exhibits of this Exhibit C (Fees; Professional Service Rates), the payment dates and amounts are subject to the provisions of the Agreement and the timing may otherwise be adjusted to accommodate Approved modifications to Exhibit A.5 (Project Work Plan).

The Parties understand and agree that except as expressly provided for with regard to Optional Work or Pool Dollars or an Amendment that are derived from one of the Authorized Billing and Payment Mechanisms, there is no concept of a financial change order applicable to the Agreement. The limitations on the concept of a financial change order are intentional and are designed to ensure that the fixed fee elements of the Agreement remain unchanged and predictable throughout the Term.

As to Milestone Payments, in the absence of an Approved Physical Growth Event, there can be no change to the Milestone Payments.

2.2. Recurring Monthly Fees

This Exhibit C (Fees; Contractor Professional Services Rates) sets forth the timing and amounts of the Recurring Monthly Fees. As to the Recurring Monthly Fees in Exhibit C.2 (Milestone Payments and Recurring Monthly Fees Table), regardless of the date that the Recurring Monthly Fees are shown to begin in Exhibit C.2 (Milestone Payments and Recurring Monthly Fees Table), the Recurring Monthly Fees shall begin on the applicable date of Productive Use of the Licensed Software, but not later than six (6) months following the applicable planned date of Productive Use as set forth in Exhibit A.5 (Project Work Plan). The total Recurring Monthly Fees amount of four hundred eighty-five thousand nine hundred seven dollars (\$485,907) as reflected on Exhibit C.2 (Milestone Payments and Recurring Monthly Fees Table) through the Initial Support Term are fixed and are not subject to change except in the event of an Approved Physical Growth Event. Thereafter, the Recurring Monthly Fees from the first Renewal Term through the Term remain fixed and remain not subject to change except in the event of an Approved Physical Growth Event. The Recurring Monthly Fees were negotiated between Contractor and County as a material condition under this Agreement to capture all compensation to Contractor for the Licensed Software (including Integral Third-Party Software), Third-Party Products, Services (including Implementation Services, Support Services, Hosting Services), Hardware, Hosting Software, and the Hosting Environment; subject only to the Authorized Billing and Payment Mechanisms.

As to the Recurring Monthly Fees for the Services as of the Effective Date, in the absence of an Approved Physical Growth Event, there can be no change to the Recurring Monthly Fees.

2.3. Approved Physical Growth Event

There is no additional fee or charge to County for increasing the volume of its use of the DCCDIS as authorized under the Agreement unless (i) County builds or acquires a new hospital and County makes the DCCDIS available for use at such new hospital; or (ii) County builds or leases a new large multi-specialty ambulatory care clinic building with registrations exceeding five thousand (5,000) visits per month (“**MACC**”) and County makes the DCCDIS available for use at such new MACC (individually each and collectively both are referred to as an “**Approved Physical Growth**”).

Event”). The Monthly Recurring Fee will be adjusted in connection with any Approved Physical Growth Event pursuant to the pricing set forth in Exhibit C.7 (Approved Physical Growth Event Pricing). For the avoidance of doubt, Professional Services to implement an extension of the DCCDIS in connection with an Approved Physical Growth Event are not included in the pricing set forth in Exhibit C.7 (Approved Physical Growth Event Pricing) and would need to be separately purchased by County as Optional Work. For purposes of this Authorized Billing and Payment Mechanism, if County makes the DCCDIS available for use by a new (a) department of County (“**Department**”) (excluding Departments or portions thereof using the EHR System as of the Effective Date); (b) Affiliated User; (c) federal, State, or local agency; or (d) business partner, in each case in connection with County making its EHR System available for use by such entity as a primary EHR system in connection with that entity’s day-to-day operations, then the extension of the DCCDIS to that entity will be deemed to meet the building of a new multi-specialty clinic building requirement under Section 2.3(ii), above, and provided that the other requirements of this Section 2.3 (Approved Physical Growth Event) apply, the Approved Physical Growth Event pricing set forth in Exhibit C.7 (Approved Physical Growth Event Pricing) will apply.

2.4. Financial Change Order for Optional Work and Discounts

Payment of Optional Work shall be as set forth in Sections 9.8 (Optional Work) and 14.6 (Implementing Optional Work) of the Agreement and, as to Professional Services, at the Professional Service rates for Optional Work set forth in Exhibit C.3 (Contractor Professional Services Rate Card). Contractor has also provided optional pricing for additional Licensed Software, and related Services, as set forth in Exhibit C.1 (Optional Work).

The discount percentage to be applied to New Software pursuant to Section 14.6.1 (New Software) of the Agreement shall be [REDACTED] off of the then-current list price for such New Software that would otherwise be applicable to County’s use as determined by utilizing Contractor’s standard pricing metrics for the applicable New Software.

2.5. Amendments

Amendments to the Agreement are governed by Section 13.4 (Amendments) of the Agreement.



EXHIBIT C.1 (OPTIONAL WORK)

TO THE

DATA CAPTURE AND CLINICAL DOCUMENTATION IMPROVEMENT SYSTEM
AND RELATED SERVICES AGREEMENT

EXHIBIT C.1

OPTIONAL WORK

This Exhibit C.1 (Optional Work) is an attachment and addition to the Data Capture and Clinical Documentation Improvement System and Related Services Agreement (the “**Agreement**”), Agreement No. H-711085, entered into by and between the County of Los Angeles (“**County**”) and Accenture LLP (“**Contractor**”), and is incorporated into the Agreement by reference hereof. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.

1. DAX COPILOT OPTIONAL WORK

Upon County’s request to purchase Nuance’s vendor-hosted Dragon Ambient eXperience software (“**DAX Copilot**”) as Optional Work pursuant to a Change Order or Amendment, provided that Contractor offers such functionality to customers generally and has no publicly announced plans to sunset it during the Term, Contractor shall provide Services, including New Software, DCCDIS changes required to utilize DAX Copilot, and Professional Services, to implement and maintain DAX Copilot in accordance with the Specifications described in Section 1.3 (DAX Specifications), below, and otherwise as set forth under the Agreement (the “**DAX Copilot Functionality**”), pursuant to the pricing set forth in Section 1.4 (DAX Copilot Pricing), below. As of January 2024, DAX Copilot is currently generally available for the Ambulatory/Outpatient setting only; Nuance is considering expanding the availability of DAX Copilot to Inpatient and Emergency Medicine. Contractor will make DAX Copilot available to County in whatever settings it is available generally to customers at the time of County’s request. DAX Copilot will also require the Parties to negotiate and mutually agree on unique terms and conditions governing the use of DAX Copilot.

1.1. DAX Implementation

As to Contractor’s implementation of the DAX Copilot Functionality, Contractor shall deliver the Services in accordance with Exhibit A.1 (Data Capture and Clinical Documentation Improvement System Statement of Work), provided that the Parties agree that the implementation of the DAX Functionality will not require a repeat of all implementation tasks set forth in Exhibit A.1 (Data Capture and Clinical Documentation Improvement System Statement of Work), and that the Parties will mutually agree on a scaled down version of such Statement of Work to enable the implementation of the DAX Functionality to leverage, as appropriate, Services and efforts by the Parties that have been completed in the DCCDIS implementation and are suitable for use in connection with Contractor’s implementation of the DAX Copilot Functionality.

1.2. DAX Support Services

As to Contractor’s provision of Support Services for the DAX Copilot Functionality, Contractor shall deliver such Services in accordance with Exhibit A.2 (Support Services and Maintenance Statement of Work).

1.3. DAX Specifications

Contractor shall provide the DAX Copilot Functionality pursuant to the Specifications that the Parties develop in connection with County’s request to implement the DAX Copilot Functionality, which Specifications may include use cases, functional requirements, Interface requirements, requirements for reports, and other requirements as determined by the Parties.

If adjustments or changes need to be made to any part of the DCCDIS required to utilize DAX Copilot or other Services provided by Contractor to make the DAX Copilot Functionality operate in accordance with the Specifications set forth under the Agreement, including under this Section 1.3 (DAX Specifications), or to ensure that the DCCDIS or other Services provided by Contractor comply with the Specifications applicable to such Services, all such adjustments and changes shall be included as part of the Services for Contractor’s implementation of the DAX Copilot Functionality.

1.4. DAX Copilot Pricing

The pricing for the Optional Work described in this Section 1 (DAX Optional Work) shall be as follows and is valid for five (5) years from the Effective Date of the Agreement:

Item	One-Time Fees	Recurring Fees (Monthly)
DAX Copilot User License Fees, Per User Per Month		
DAX Copilot, Professional Services Fees, per License, Digital and Remote Learning		
DAX Copilot, Professional Services Fees, DAX Copilot training focused on at the elbow Clinician support, including workflow support		
DAX Copilot, Professional Services Fees, Project Management		

For the avoidance of doubt, the Professional Services for Contractor’s implementation of the DAX Copilot Functionality are not included in the pricing set forth in this Section 1.4 (DAX Copilot Pricing), and shall be as agreed to by the Parties under the Change Order or Amendment for County’s purchase of the DAX Copilot Functionality as Optional Work.

2. COUNTY REVENUE CYCLE SYSTEM CONVERSION OPTIONAL WORK

As of the Effective Date of this Agreement, County uses revenue cycle management system software (“Affinity RCM”) provided by QuadraMed Affinity Corporation, a Delaware corporation with its principal place of business at 2300 Corporate Park Drive, Suite 400, Herndon, VA 20171 (“QuadraMed”), for the revenue cycle management activities of County’s health centers that are operated by DHS. Each County health center identified in the table below uses a separate instance of the Affinity RCM software that has been highly customized for use by County.

No.	County Health Center	Version of the Affinity RCM Software Used by County
1.	Los Angeles General Medical Center	v18.1
2.	Harbor-UCLA Medical Center	v18.1
3.	Olive View-UCLA Medical Center	v18.1
4.	Rancho Los Amigos National Rehabilitation Center	v18.1
5.	Martin Luther King Jr. Outpatient Center	v18.1
6.	High Desert Regional Health Center	v18.1

As of the Effective Date of this Agreement, County is considering transitioning to a new revenue cycle management system (“RCMS”) that would replace Affinity RCM. Upon County’s request pursuant to a Change Order or Amendment, Contractor (potentially with Dolbey as Key Subcontractor) shall provide Services as Optional Work, including DCCDIS changes required to utilize the RCMS with the DCCDIS (including changes to Interfaces, but excluding any custom programming to the Licensed Software) and Professional Services, to adapt the DCCDIS for use by County in connection with RCMS. The applicable hourly rate for such Services to be provided by Contractor shall be the rates for Contractor’s resources as set forth in Exhibit C.3 (Contractor Professional Services Rate Card) (i.e., in the event that the Parties agree for Contractor to provide such Services on an hourly basis, such hourly rates shall apply, and in the event that the Parties agree for Contractor to provide such Services on any other pricing basis, the fees shall be based on such hourly rates).

3. OPTIONAL WORK TRAINING AND AT-THE-ELBOW SUPPORT MENU

County may purchase training Services on an ad hoc basis as Optional Work pursuant to the terms set forth in Exhibit C.1.1 (Optional Work Training and At-the-Elbow Support Menu) and otherwise under the Agreement.

4. CAC CUSTOM REPORTS OPTIONAL WORK

Upon County’s request pursuant to a Change Order or Amendment, Contractor shall provide Services, including DCCDIS changes and Professional Services, to implement custom reports within the CAC Solution as Optional Work.

The applicable hourly rate for Contractor’s development of custom reports within the CAC Solution shall be the rates for Contractor’s Dolbey resources as set forth in Exhibit C.3 (Contractor Professional Services Rate Card) (i.e., in the event that the Parties agree for Contractor to provide such Services on an hourly basis, such hourly rates shall apply, and in the event that the Parties agree for Contractor to provide such Services on any other pricing basis, the fees shall be based on such hourly rates). For avoidance of doubt, in Exhibit C.3 (Contractor Professional Services Rate Card) Dolbey has provided Contractor rates for the creation of custom reports for CAC. Nuance does not have the capability to deliver custom reports; however, as part of the Support Services, will work with County personnel to configure existing reports within the existing functionality of the Licensed Software.

As to all custom reports developed by Contractor as Optional Work under this Agreement, Contractor shall maintain such reports throughout the Term of the Agreement such that the reports will continue to meet the Specifications set forth under the applicable Change Order or Amendment for County’s purchase of such reports.

5. INTERFACE DEVELOPMENT OPTIONAL WORK

Upon County’s request pursuant to a Change Order or Amendment, Contractor shall provide Services, including DCCDIS changes and Professional Services, to implement new Interfaces with the DCCDIS as Optional Work. The applicable hourly rate for Contractor’s development of new Interfaces with the DCCDIS shall be the rates for Contractor’s Accenture Technology Architect Consultant, Dolbey Product Interface or Software Developer, and/or Nuance Interface Engineer resources as set forth in Exhibit C.3 (Contractor Professional Services Rate Card) (i.e., in the event that the Parties agree for Contractor to provide such Services on an hourly basis, such hourly rates shall apply, and in the event that the Parties agree for Contractor to provide such Services on any other pricing basis, the fees shall be based on such hourly rates).

As to all Interfaces developed by Contractor as Optional Work under this Agreement, Contractor shall maintain such Interfaces throughout the Term of the Agreement such that the Interfaces will continue to meet the Specifications set forth under the applicable Change Order or Amendment for County’s purchase of such Interfaces.

6. EXTENSION OF ENHANCED SUPPORT PERIOD OPTIONAL WORK

As Optional Work, pursuant to the pricing and terms set forth below, County may extend the duration of the Enhanced Support Period described in Section 5.2 (Definition of Enhanced Support Period) of Exhibit A.2 (Support Services and Maintenance Statement of Work).

Item	One-Time Fee	Recurring Fees (Monthly)
The initial term of the Enhanced Support Period as set forth in Section 5.2 (Definition of Enhanced Support Period) of Exhibit A.2 (Support Services and Maintenance Statement of Work) (i.e., beginning as of the first Go-Live of the Licensed Software and continuing through the date that is three (3) years after the DCCDIS achieves Final Acceptance).		
One (1) additional year extension of the Enhanced Support Period		

Prior to the expiration of the then-current Enhanced Support Period, County may, at its option, extend the Enhanced Support Period for additional consecutive one (1) year periods by providing written notice to Contractor at least thirty (30) days prior to the expiration of the then-current Enhanced Support Period. County may exercise such extension options under this Section 6 (Extension of Enhanced Support Period Optional Work) individually, or by aggregating two (2) or more extension options and exercising them simultaneously.

Not less than ninety (90) days prior to the expiration of the Enhanced Support Period, Contractor shall provide written notice to County of the pending expiration of the Enhanced Support Period and the date on which the

Enhanced Support Period is scheduled to expire. Contractor's failure to provide such notice shall constitute a waiver by Contractor to object to an extension by County of the Enhanced Support Period that is not made at least thirty (30) days prior to the expiration of the then-current Enhanced Support Period.



EXHIBIT C.1.1 (OPTIONAL WORK TRAINING AND AT-THE-ELBOW SUPPORT
MENU)

TO THE

DATA CAPTURE AND CLINICAL DOCUMENTATION IMPROVEMENT SYSTEM
AND RELATED SERVICES AGREEMENT

EXHIBIT C.1.1

OPTIONAL WORK TRAINING AND AT-THE-ELBOW SUPPORT MENU

This Exhibit C.1.1 (Optional Work Training and At-the-Elbow Support Menu) is an attachment and addition to the Data Capture and Clinical Documentation Improvement System and Related Services Agreement (the “**Agreement**”), Agreement No. H-711085, entered into by and between the County of Los Angeles (“**County**”) and Accenture LLP (“**Contractor**”), and is incorporated into the Agreement by reference hereof. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.

1. TRAINING OPTIONAL WORK TERMS

County may purchase training and/or at-the-elbow support Services from Contractor as Optional Work on an ad hoc basis during the Term of the Agreement pursuant to the pricing and other terms set forth in this Exhibit C.1.1 (Optional Work Training and At-the-Elbow Support Menu). Any training or at-the-elbow support Services purchased by County as Optional Work under this Exhibit C.1.1 (Optional Work Training and At-the-Elbow Support Menu) shall be in addition to, and shall not affect, Contractor’s existing Services obligations as set forth in the relevant Sections and Exhibits to the Agreement.

All e-learning training (i.e., virtual and web-based training) and in-person training at Contractor locations that Contractor provides pursuant to this Exhibit C.1.1 (Optional Work Training and At-the-Elbow Support Menu) shall provide County personnel with the same knowledge and background information as the equivalent in-person training at County locations that Contractor offers pursuant to this this Exhibit C.1.1 (Optional Work Training and At-the-Elbow Support Menu).

Upon completion of Contractor’s delivery of the training courses or at-the-elbow support set forth in a Change Order or Amendment for Optional Work under this Exhibit C.1.1 (Optional Work Training and At-the-Elbow Support Menu), Contractor shall invoice County for the training courses or at-the-elbow support in accordance with the pricing set forth below.

No.	Course Name	Description of Course / Proficiencies Provided by Course	In-Person Training (County Locations)			Remote (Instructor-Led e-Learning)			In-Person Training (Contractor Locations)		
			Duration	Course Fee (Inclusive of Contractor Travel)	County Participants Per Class	Duration	Course Fee	County Participants Per Class	Duration	Course Fee	County Participants Per Class
1.	CAC Training	Fusion CAC End User Training (per trainer) ** Required number of trainers will be quoted in advance based on the specifics off the class (i.e. CAC and TruCode would require additional trainers)				8 hours/trainer/day		45			
2.	Dragon Medical One / Inpatient Guidance Training, Non-Clinician	DMO and/or IPG training focused on County non clinician personnel – e.g., HelpDesk Analysts, Super Users, Clinician Trainers. Required number of trainers and course objectives will be quoted in advance based on the specifics of the class.	16-hour minimum		Up to 6	4 hour minimum		Up to 6			
3.	Dragon Medical One / Inpatient Guidance Training, Clinician One on One	DMO and/or IPG training focused on at the elbow Clinician support, including workflow support (e.g., how to use DMO to improve efficiency)	16 hour minimum		1:1 (trainer : clinician)	2 hour minimum		1:1 (trainer : clinician)			
4.	Dragon Medical One / Inpatient	DMO and/or IPG training focused in the classroom, including workflow support	16 hour minimum (2 days)		Up to 4 per class, maximum 3						

No.	Course Name	Description of Course / Proficiencies Provided by Course	In-Person Training (County Locations)			Remote (Instructor-Led e-Learning)			In-Person Training (Contractor Locations)		
			Duration	Course Fee (Inclusive of Contractor Travel)	County Participants Per Class	Duration	Course Fee	County Participants Per Class	Duration	Course Fee	County Participants Per Class
	Guidance Training, Clinician Classroom	(e.g., how to use DMO to improve efficiency)			classes per day per trainer						
5.	CDE One Training	CDE One End User Training for Clinical Documentation Specialists (CDS). Required number of trainers and course objectives will be quoted in advance based on the specifics of the class.	16 hour minimum (2 days)		Up to 4 per class, 8 hours per class	8 hours		Up to 4			
6.	CDE One Training	CDE One training focused on County non-CDS personnel – e.g., HelpDesk Analysts, Super Users, Administrators, Trainers. Required number of trainers and course objectives will be quoted in advance based on the specifics of the training event.	16-hour minimum (2 days)		Up to 4 per class	8 hours		Up to 4			
7.	PowerScribe One Training, non-Radiologist	PSOne training focused on County non radiologist personnel – e.g., HelpDesk Analysts, Super Users, Radiologist Trainers. Required number of trainers and course objectives will be quoted in advance based on the specifics of the class.	16-hour minimum		Up to 6	4 hour minimum		Up to 6			
8.	PowerScribe One and PowerConnect Training, Radiologist One on One Training	PowerScribe One Training and PowerConnect Training focused on at the elbow Radiologist support, including workflow support	16-hour minimum		1:1 (trainer : radiologist)						
9.	mPower Training	mPower Training Class	24 total Hours		Up to 2						



EXHIBIT C.2 (MILESTONE PAYMENTS AND RECURRING MONTHLY FEES
TABLE)

TO THE

DATA CAPTURE AND CLINICAL DOCUMENTATION IMPROVEMENT SYSTEM
AND RELATED SERVICES AGREEMENT

			Key Milestones and Milestone Payments							Recurring Monthly Fees						
			Contract Initiation Event	Complete Project Initiation	VR and RTPDI			CAC, CACDI, and Radiology			Final Acceptance	Licensed Software Subscription Services (VR and RTPDI)	Licensed Software Subscription Services (CACDI and Radiology)	Licensed Software Subscription Services (CAC)	Enhanced Support Period Services	
					Complete Design and Build (VR and RTPDI)	Complete Testing, Pre-Deployment Training, and Deployment (VR and RTPDI)	Complete Training and Post-Deployment Activities (VR and RTPDI)	Complete Design and Build (CAC, CACDI, and Radiology)	Complete Testing, Pre-Deployment Training, and Deployment (CAC, CACDI, and Radiology)	Complete Training and Post-Deployment Activities (CAC, CACDI, and Radiology)						
Key Milestone Allocation			2%	7%	9%	12%	12%	19%	12%	12%	15%					
Milestone Payments			\$454,300	\$1,590,050	\$2,044,350	\$2,725,800	\$2,725,800	\$4,315,848	\$2,725,800	\$2,725,800	\$3,407,252					
Key Milestone Scheduled Duration			N/A	1	3	4	3	8	3	3	N/A					
Monthly Key Milestone Payment			N/A	\$1,590,050	\$681,450	\$681,450	\$908,600	\$539,481	\$908,600	\$908,600	N/A					
Amount Paid on County Approval			\$454,300	-	-	-	-	-	-	-	\$3,407,252					
Associated Key Deliverables			See Exhibit C.4 (Key Milestone and Key Deliverables Table)													
Month of Services Performance	Contract Month Number	Expected Invoice Date														
Key Milestone Approval - Contract Initiation Event			\$454,300													
Aug 2024	Month 1	9/1/2024		\$1,590,050												
Key Milestone Approval - Complete Project Initiation																
Sep 2024	Month 2	10/1/2024			\$681,450			\$539,481								
Oct 2024	Month 3	11/1/2024			\$681,450			\$539,481								
Nov 2024	Month 4	12/1/2024			\$681,450			\$539,481								
Key Milestone Approval - Complete Design and Build (VR and RTPDI)																
Dec 2024	Month 5	1/1/2025				\$681,450		\$539,481								
Jan 2025	Month 6	2/1/2025				\$681,450		\$539,481								
Feb 2025	Month 7	3/1/2025				\$681,450		\$539,481								
Mar 2025	Month 8	4/1/2025				\$681,450		\$539,481								
Key Milestone Approval - Complete Testing, Pre-Deployment Training, and Deployment (VR and RTPDI)																
Apr 2025	Month 9	5/1/2025					\$908,600	\$539,481				\$69,726			\$17,246	
Key Milestone Approval - Complete Design and Build (CAC, CACDI, and Radiology)																
May 2025	Month 10	6/1/2025					\$908,600		\$908,600			\$69,726			\$17,246	
Jun 2025	Month 11	7/1/2025					\$908,600		\$908,600			\$69,726			\$17,246	
Key Milestone Approval - Complete Training and Post-Deployment Activities (VR and RTPDI)																
Jul 2025	Month 12	8/1/2025							\$908,600			\$69,726			\$17,246	
Key Milestone Approval - Complete Testing, Pre-Deployment Training, and Deployment (CAC, CACDI, and Radiology)																
Aug 2025	Month 13	9/1/2025								\$908,600		\$69,726	\$158,717	\$200,964	\$56,500	
Sep 2025	Month 14	10/1/2025								\$908,600		\$69,726	\$158,717	\$200,964	\$56,500	
Oct 2025	Month 15	11/1/2025								\$908,600		\$69,726	\$158,717	\$200,964	\$56,500	
Key Milestone Approval - Complete Training and Post-Deployment Activities (CAC, CACDI, and Radiology)																
Nov 2025	Month 16	12/1/2025									N/A	\$69,726	\$158,717	\$200,964	\$56,500	
Key Milestone Approval - Final Acceptance											\$3,407,252					
Dec 2025	Month 17	1/1/2026										\$69,726	\$158,717	\$200,964	\$56,500	
Jan 2026	Month 18	2/1/2026										\$69,726	\$158,717	\$200,964	\$56,500	
Feb 2026	Month 19	3/1/2026										\$69,726	\$158,717	\$200,964	\$56,500	
Mar 2026	Month 20	4/1/2026										\$69,726	\$158,717	\$200,964	\$56,500	
Apr 2026	Month 21	5/1/2026										\$69,726	\$158,717	\$200,964	\$56,500	
May 2026	Month 22	6/1/2026										\$69,726	\$158,717	\$200,964	\$56,500	
Jun 2026	Month 23	7/1/2026										\$69,726	\$158,717	\$200,964	\$56,500	
Jul 2026	Month 24	8/1/2026										\$69,726	\$158,717	\$200,964	\$56,500	
Aug 2026	Month 25	9/1/2026										\$69,726	\$158,717	\$200,964	\$56,500	
Sep 2026	Month 26	10/1/2026										\$69,726	\$158,717	\$200,964	\$56,500	
Oct 2026	Month 27	11/1/2026										\$69,726	\$158,717	\$200,964	\$56,500	
Nov 2026	Month 28	12/1/2026										\$69,726	\$158,717	\$200,964	\$56,500	
Dec 2026	Month 29	1/1/2027										\$69,726	\$158,717	\$200,964	\$56,500	
Jan 2027	Month 30	2/1/2027										\$69,726	\$158,717	\$200,964	\$56,500	
Feb 2027	Month 31	3/1/2027										\$69,726	\$158,717	\$200,964	\$56,500	
Mar 2027	Month 32	4/1/2027										\$69,726	\$158,717	\$200,964	\$56,500	
Apr 2027	Month 33	5/1/2027										\$69,726	\$158,717	\$200,964	\$56,500	
May 2027	Month 34	6/1/2027										\$69,726	\$158,717	\$200,964	\$56,500	
Jun 2027	Month 35	7/1/2027										\$69,726	\$158,717	\$200,964	\$56,500	
Jul 2027	Month 36	8/1/2027										\$69,726	\$158,717	\$200,964	\$56,500	
Aug 2027	Month 37	9/1/2027										\$69,726	\$158,717	\$200,964	\$56,500	
Sep 2027	Month 38	10/1/2027										\$69,726	\$158,717	\$200,964	\$56,500	
Oct 2027	Month 39	11/1/2027										\$69,726	\$158,717	\$200,964	\$56,500	
Nov 2027	Month 40	12/1/2027										\$69,726	\$158,717	\$200,964	\$56,500	
Dec 2027	Month 41	1/1/2028										\$69,726	\$158,717	\$200,964	\$56,500	
Jan 2028	Month 42	2/1/2028										\$69,726	\$158,717	\$200,964	\$56,500	
Feb 2028	Month 43	3/1/2028										\$69,726	\$158,717	\$200,964	\$56,500	
Mar 2028	Month 44	4/1/2028										\$69,726	\$158,717	\$200,964	\$56,500	
Apr 2028	Month 45	5/1/2028										\$69,726	\$158,717	\$200,964	\$56,500	
May 2028	Month 46	6/1/2028										\$69,726	\$158,717	\$200,964	\$56,500	
Jun 2028	Month 47	7/1/2028										\$69,726	\$158,717	\$200,964	\$56,500	
Jul 2028	Month 48	8/1/2028										\$69,726	\$158,717	\$200,964	\$56,500	
Aug 2028	Month 49	9/1/2028										\$69,726	\$158,717	\$200,964	\$56,500	
Sep 2028	Month 50	10/1/2028										\$69,726	\$158,717	\$200,964	\$56,500	
Oct 2028	Month 51	11/1/2028										\$69,726	\$158,717	\$200,964	\$56,500	
Nov 2028	Month 52	12/1/2028										\$69,726	\$158,717	\$200,964	\$56,500	
Dec 2028	Month 53	1/1/2029										\$69,726	\$158,717	\$200,964	**\$56,500	
Jan 2029	Month 54	2/1/2029										\$69,726	\$158,717	\$200,964	-	
Feb 2029	Month 55	3/1/2029										\$69,726	\$158,717	\$200,964	-	
Mar 2029	Month 56	4/1/2029										\$69,726	\$158,717	\$200,964	-	
Apr 2029	Month 57	5/1/2029										\$69,726	\$158,717	\$200,964	-	
May 2029	Month 58	6/1/2029										\$69,726	\$158,717	\$200,964	-	
Jun 2029	Month 59	7/1/2029										\$69,726	\$158,717	\$200,964	-	
Jul 2029	Month 60	8/1/2029										\$69,726	\$158,717	\$200,964	-	
Aug 2029	Month 61	9/1/2029										\$69,726	\$158,717	\$200,964	-	
Sep 2029	Month 62	10/1/2029										\$69,726	\$158,717	\$200,964	-	
Oct 2029	Month 63	11/1/2029										\$69,726	\$158,717	\$200,964	-	

			Key Milestones and Milestone Payments							Recurring Monthly Fees					
			Contract Initiation Event	Complete Project Initiation	VR and RTPDI			CAC, CACDI, and Radiology			Final Acceptance	Licensed Software Subscription Services (VR and RTPDI)	Licensed Software Subscription Services (CACDI and Radiology)	Licensed Software Subscription Services (CAC)	Enhanced Support Period Services
					Complete Design and Build (VR and RTPDI)	Complete Testing, Pre-Deployment Training, and Deployment (VR and RTPDI)	Complete Training and Post-Deployment Activities (VR and RTPDI)	Complete Design and Build (CAC, CACDI, and Radiology)	Complete Testing, Pre-Deployment Training, and Deployment (CAC, CACDI, and Radiology)	Complete Training and Post-Deployment Activities (CAC, CACDI, and Radiology)					
Key Milestone Allocation			2%	7%	9%	12%	12%	19%	12%	12%	15%	* Notwithstanding the dates that the Recurring Monthly Fees are shown to begin below, the Recurring Monthly Fees begin on the applicable date of Productive Use, but not later than six (6) months following the applicable planned date of Productive Use as set forth in Exhibit A.5 (Project Work Plan), subject to Section 2.2 (Recurring Monthly Fees) of Exhibit C (Fees; Contractor Professional Services Rates)			
Milestone Payments			\$454,300	\$1,590,050	\$2,044,350	\$2,725,800	\$2,725,800	\$4,315,848	\$2,725,800	\$2,725,800	\$3,407,252				
Key Milestone Scheduled Duration			N/A	1	3	4	3	8	3	3	N/A				
Monthly Key Milestone Payment			N/A	\$1,590,050	\$681,450	\$681,450	\$908,600	\$539,481	\$908,600	\$908,600	N/A				
Amount Paid on County Approval			\$454,300	-	-	-	-	-	-	-	\$3,407,252				
Associated Key Deliverables			See Exhibit C.4 (Key Milestone and Key Deliverables Table)									** Notwithstanding the date that this Recurring Monthly Fee is shown to end below, this Recurring Monthly Fee ends three (3) years following Final Acceptance, unless extended by County as Optional Work			
Month of Services Performance	Contract Month Number	Expected Invoice Date													
Nov 2029	Month 64	12/1/2029										\$69,726	\$158,717	\$200,964	-
Dec 2029	Month 65	1/1/2030										\$69,726	\$158,717	\$200,964	-
Jan 2030	Month 66	2/1/2030										\$69,726	\$158,717	\$200,964	-
Feb 2030	Month 67	3/1/2030										\$69,726	\$158,717	\$200,964	-
Mar 2030	Month 68	4/1/2030										\$69,726	\$158,717	\$200,964	-
Apr 2030	Month 69	5/1/2030										\$69,726	\$158,717	\$200,964	-
May 2030	Month 70	6/1/2030										\$69,726	\$158,717	\$200,964	-
Jun 2030	Month 71	7/1/2030										\$69,726	\$158,717	\$200,964	-
Jul 2030	Month 72	8/1/2030										\$69,726	\$158,717	\$200,964	-
Aug 2030	Month 73	9/1/2030										\$69,726	\$158,717	\$200,964	-
Sep 2030	Month 74	10/1/2030										\$69,726	\$158,717	\$200,964	-
Oct 2030	Month 75	11/1/2030										\$69,726	\$158,717	\$200,964	-
Nov 2030	Month 76	12/1/2030										\$69,726	\$158,717	\$200,964	-
Dec 2030	Month 77	1/1/2031										\$69,726	\$158,717	\$200,964	-
Jan 2031	Month 78	2/1/2031										\$69,726	\$158,717	\$200,964	-
Feb 2031	Month 79	3/1/2031										\$69,726	\$158,717	\$200,964	-
Mar 2031	Month 80	4/1/2031										\$69,726	\$158,717	\$200,964	-
Apr 2031	Month 81	5/1/2031										\$69,726	\$158,717	\$200,964	-
May 2031	Month 82	6/1/2031										\$69,726	\$158,717	\$200,964	-
Jun 2031	Month 83	7/1/2031										\$69,726	\$158,717	\$200,964	-
Jul 2031	Month 84	8/1/2031										\$69,726	\$158,717	\$200,964	-
Aug 2031	Month 85	9/1/2031										\$69,726	\$158,717	\$200,964	-
Sep 2031	Month 86	10/1/2031										\$69,726	\$158,717	\$200,964	-
Oct 2031	Month 87	11/1/2031										\$69,726	\$158,717	\$200,964	-
Nov 2031	Month 88	12/1/2031										\$69,726	\$158,717	\$200,964	-
Dec 2031	Month 89	1/1/2032										\$69,726	\$158,717	\$200,964	-
Jan 2032	Month 90	2/1/2032										\$69,726	\$158,717	\$200,964	-
Feb 2032	Month 91	3/1/2032										\$69,726	\$158,717	\$200,964	-
Mar 2032	Month 92	4/1/2032										\$69,726	\$158,717	\$200,964	-
Apr 2032	Month 93	5/1/2032										\$69,726	\$158,717	\$200,964	-
May 2032	Month 94	6/1/2032										\$69,726	\$158,717	\$200,964	-
Jun 2032	Month 95	7/1/2032										\$69,726	\$158,717	\$200,964	-
Jul 2032	Month 96	8/1/2032										\$69,726	\$158,717	\$200,964	-
Aug 2032	Month 97	9/1/2032										\$69,726	\$158,717	\$200,964	-
Sep 2032	Month 98	10/1/2032										\$69,726	\$158,717	\$200,964	-
Oct 2032	Month 99	11/1/2032										\$69,726	\$158,717	\$200,964	-
Nov 2032	Month 100	12/1/2032										\$69,726	\$158,717	\$200,964	-
Dec 2032	Month 101	1/1/2033										\$69,726	\$158,717	\$200,964	-
Jan 2033	Month 102	2/1/2033										\$69,726	\$158,717	\$200,964	-
Feb 2033	Month 103	3/1/2033										\$69,726	\$158,717	\$200,964	-
Mar 2033	Month 104	4/1/2033										\$69,726	\$158,717	\$200,964	-
Apr 2033	Month 105	5/1/2033										\$69,726	\$158,717	\$200,964	-
May 2033	Month 106	6/1/2033										\$69,726	\$158,717	\$200,964	-
Jun 2033	Month 107	7/1/2033										\$69,726	\$158,717	\$200,964	-
Jul 2033	Month 108	8/1/2033										\$69,726	\$158,717	\$200,964	-
Aug 2033	Month 109	9/1/2033										\$69,726	\$158,717	\$200,964	-
Sep 2033	Month 110	10/1/2033										\$69,726	\$158,717	\$200,964	-
Oct 2033	Month 111	11/1/2033										\$69,726	\$158,717	\$200,964	-
Nov 2033	Month 112	12/1/2033										\$69,726	\$158,717	\$200,964	-
Dec 2033	Month 113	1/1/2034										\$69,726	\$158,717	\$200,964	-
Jan 2034	Month 114	2/1/2034										\$69,726	\$158,717	\$200,964	-
Feb 2034	Month 115	3/1/2034										\$69,726	\$158,717	\$200,964	-
Mar 2034	Month 116	4/1/2034										\$69,726	\$158,717	\$200,964	-
Apr 2034	Month 117	5/1/2034										\$69,726	\$158,717	\$200,964	-
May 2034	Month 118	6/1/2034										\$69,726	\$158,717	\$200,964	-
Jun 2034	Month 119	7/1/2034										\$69,726	\$158,717	\$200,964	-
Jul 2034	Month 120	8/1/2034										\$69,726	\$158,717	\$200,964	-
Aug 2034	Month 121	9/1/2034										\$69,726	\$158,717	\$200,964	-
Sep 2034	Month 122	10/1/2034										\$69,726	\$158,717	\$200,964	-
Oct 2034	Month 123	11/1/2034										\$69,726	\$158,717	\$200,964	-
Nov 2034	Month 124	12/1/2034										\$69,726	\$158,717	\$200,964	-
Dec 2034	Month 125	1/1/2035										\$69,726	\$158,717	\$200,964	-
Jan 2035	Month 126	2/1/2035										\$69,726	\$158,717	\$200,964	-
Feb 2035	Month 127	3/1/2035										\$69,726	\$158,717	\$200,964	-
Mar 2035	Month 128	4/1/2035										\$69,726	\$158,717	\$200,964	-
Apr 2035	Month 129	5/1/2035										\$69,726	\$158,717	\$200,964	-
May 2035	Month 130	6/1/2035										\$69,726	\$158,717	\$200,964	-
Jun 2035	Month 131	7/1/2035										\$69,726	\$158,717	\$200,964	-
Jul 2035	Month 132	8/1/2035										\$69,726	\$158,717	\$200,964	-
Aug 2035	Month 133	9/1/2035										\$69,726	\$158,717	\$200,964	-
Sep 2035	Month 134	10/1/2035										\$69,726	\$158,717	\$200,964	-
Oct 2035	Month 135	11/1/2035										\$69,726	\$158,717	\$200,964	-

			Key Milestones and Milestone Payments							Recurring Monthly Fees					
			Contract Initiation Event	Complete Project Initiation	VR and RTPDI			CAC, CACDI, and Radiology			Final Acceptance	Licensed Software Subscription Services (VR and RTPDI)	Licensed Software Subscription Services (CACDI and Radiology)	Licensed Software Subscription Services (CAC)	Enhanced Support Period Services
					Complete Design and Build (VR and RTPDI)	Complete Testing, Pre-Deployment Training, and Deployment (VR and RTPDI)	Complete Training and Post-Deployment Activities (VR and RTPDI)	Complete Design and Build (CAC, CACDI, and Radiology)	Complete Testing, Pre-Deployment Training, and Deployment (CAC, CACDI, and Radiology)	Complete Training and Post-Deployment Activities (CAC, CACDI, and Radiology)					
Key Milestone Allocation			2%	7%	9%	12%	12%	19%	12%	12%	15%	* Notwithstanding the dates that the Recurring Monthly Fees are shown to begin below, the Recurring Monthly Fees begin on the applicable date of Productive Use, but not later than six (6) months following the applicable planned date of Productive Use as set forth in Exhibit A.5 (Project Work Plan), subject to Section 2.2 (Recurring Monthly Fees) of Exhibit C (Fees; Contractor Professional Services Rates)			
Milestone Payments			\$454,300	\$1,590,050	\$2,044,350	\$2,725,800	\$2,725,800	\$4,315,848	\$2,725,800	\$2,725,800	\$3,407,252				
Key Milestone Scheduled Duration			N/A	1	3	4	3	8	3	3	N/A				
Monthly Key Milestone Payment			N/A	\$1,590,050	\$681,450	\$681,450	\$908,600	\$539,481	\$908,600	\$908,600	N/A				
Amount Paid on County Approval			\$454,300	-	-	-	-	-	-	-	\$3,407,252	** Notwithstanding the date that this Recurring Monthly Fee is shown to end below, this Recurring Monthly Fee ends three (3) years following Final Acceptance, unless extended by County as Optional Work			
Associated Key Deliverables			See Exhibit C.4 (Key Milestone and Key Deliverables Table)												
Month of Services Performance	Contract Month Number	Expected Invoice Date													
Nov 2035	Month 136	12/1/2035										\$69,726	\$158,717	\$200,964	-
Dec 2035	Month 137	1/1/2036										\$69,726	\$158,717	\$200,964	-
Jan 2036	Month 138	2/1/2036										\$69,726	\$158,717	\$200,964	-
Feb 2036	Month 139	3/1/2036										\$69,726	\$158,717	\$200,964	-
Mar 2036	Month 140	4/1/2036										\$69,726	\$158,717	\$200,964	-
Apr 2036	Month 141	5/1/2036										\$69,726	\$158,717	\$200,964	-
May 2036	Month 142	6/1/2036										\$69,726	\$158,717	\$200,964	-
Jun 2036	Month 143	7/1/2036										\$69,726	\$158,717	\$200,964	-
Jul 2036	Month 144	8/1/2036										\$69,726	\$158,717	\$200,964	-
Aug 2036	Month 145	9/1/2036										\$69,726	\$158,717	\$200,964	-
Sep 2036	Month 146	10/1/2036										\$69,726	\$158,717	\$200,964	-
Oct 2036	Month 147	11/1/2036										\$69,726	\$158,717	\$200,964	-
Nov 2036	Month 148	12/1/2036										\$69,726	\$158,717	\$200,964	-
Dec 2036	Month 149	1/1/2037										\$69,726	\$158,717	\$200,964	-
Jan 2037	Month 150	2/1/2037										\$69,726	\$158,717	\$200,964	-
Feb 2037	Month 151	3/1/2037										\$69,726	\$158,717	\$200,964	-
Mar 2037	Month 152	4/1/2037										\$69,726	\$158,717	\$200,964	-
Apr 2037	Month 153	5/1/2037										\$69,726	\$158,717	\$200,964	-
May 2037	Month 154	6/1/2037										\$69,726	\$158,717	\$200,964	-
Jun 2037	Month 155	7/1/2037										\$69,726	\$158,717	\$200,964	-
Jul 2037	Month 156	8/1/2037										\$69,726	\$158,717	\$200,964	-
Aug 2037	Month 157	9/1/2037										\$69,726	\$158,717	\$200,964	-
Sep 2037	Month 158	10/1/2037										\$69,726	\$158,717	\$200,964	-
Oct 2037	Month 159	11/1/2037										\$69,726	\$158,717	\$200,964	-
Nov 2037	Month 160	12/1/2037										\$69,726	\$158,717	\$200,964	-
Dec 2037	Month 161	1/1/2038										\$69,726	\$158,717	\$200,964	-
Jan 2038	Month 162	2/1/2038										\$69,726	\$158,717	\$200,964	-
Feb 2038	Month 163	3/1/2038										\$69,726	\$158,717	\$200,964	-
Mar 2038	Month 164	4/1/2038										\$69,726	\$158,717	\$200,964	-
Apr 2038	Month 165	5/1/2038										\$69,726	\$158,717	\$200,964	-
May 2038	Month 166	6/1/2038										\$69,726	\$158,717	\$200,964	-
Jun 2038	Month 167	7/1/2038										\$69,726	\$158,717	\$200,964	-
Jul 2038	Month 168	8/1/2038										\$69,726	\$158,717	\$200,964	-
Aug 2038	Month 169	9/1/2038										\$69,726	\$158,717	\$200,964	-
Sep 2038	Month 170	10/1/2038										\$69,726	\$158,717	\$200,964	-
Oct 2038	Month 171	11/1/2038										\$69,726	\$158,717	\$200,964	-
Nov 2038	Month 172	12/1/2038										\$69,726	\$158,717	\$200,964	-
Dec 2038	Month 173	1/1/2039										\$69,726	\$158,717	\$200,964	-
Jan 2039	Month 174	2/1/2039										\$69,726	\$158,717	\$200,964	-
Feb 2039	Month 175	3/1/2039										\$69,726	\$158,717	\$200,964	-
Mar 2039	Month 176	4/1/2039										\$69,726	\$158,717	\$200,964	-
Apr 2039	Month 177	5/1/2039										\$69,726	\$158,717	\$200,964	-
May 2039	Month 178	6/1/2039										\$69,726	\$158,717	\$200,964	-
Jun 2039	Month 179	7/1/2039										\$69,726	\$158,717	\$200,964	-
Jul 2039	Month 180	8/1/2039										\$69,726	\$158,717	\$200,964	-



EXHIBIT C.3 (CONTRACTOR PROFESSIONAL SERVICES RATE CARD)

TO THE

DATA CAPTURE AND CLINICAL DOCUMENTATION IMPROVEMENT SYSTEM
AND RELATED SERVICES AGREEMENT

EXHIBIT C.3

CONTRACTOR PROFESSIONAL SERVICES RATE CARD

This Exhibit C.3 (Contractor Professional Services Rate Card) is an attachment and addition to the Data Capture and Clinical Documentation Improvement System and Related Services Agreement (the “**Agreement**”), Agreement No. H-711085 entered into by and between the County of Los Angeles (“**County**”) and Accenture LLP (“**Contractor**”), and is incorporated into the Agreement by reference hereof. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.

1. PROFESSIONAL SERVICES RATES

No.	Contractor Resource Type / Role	Description	Rate (Per Hour)
1.	Accenture Project Manager / Delivery Lead	Overall Project Manager responsible for the entire impementation	
2.	Accenture PMO Consultant / Project Analyst	Project consultant/Analyst	
3.	Accenture Technical Architect	Technical architect	
4.	Accenture Technical Lead	Technical Lead	
5.	Accenture Tech Arch Consultant	Integration / Technology implementation Consultant	
6.	Accenture Tech Arch Analyst	Integration / Technology implementation Analyst	
7.	Accenture Security Architect	Security Architect	
8.	Accenture Security Consultant	Security Consultant	
9.	Accenture Functional Lead	Healthcare & Public sector Functional Lead	
10.	Accenture Test Lead	End to End Testing Lead	
11.	Accenture Test Consultant / E2E Tester	Testing Consultant	
12.	Accenture Change Management / Training Lead	Org change management Lead	
13.	Accenture Change Management Specialist	Org change management Specialist	
14.	Accenture Engagement & Communications Analyst	Communications Analyst	
15.	Accenture Production Support Lead	Production Support Lead	
16.	Accenture Production Support Specialist	Production Support Specialist	
17.	Dolbey Product Technical Services: Infrastructure Support	FCAC-CUS-SERV - CUSTOM TECHNICAL SERVICES HOURS	
18.	Dolbey Product Application Programmer	FCAC-JSREP - CUSTOM REPORT DEVELOPMENT HOURS	
19.	Dolbey Product Trainer	FCAC-TRAIN-H - FUSION CAC TRAINING HOURS	
20.	Dolbey Product Encoder Trainer	TC-TRAIN - TRUCODE INSTALL/TRAIN	
21.	Dolbey Product Interface or Software Developer	FCAC-CUS-DEV - CUSTOM DEVELOPMENT HOURS	

No.	Contractor Resource Type / Role	Description	Rate (Per Hour)
22.	Nuance Project Manager (all solutions)	Project Management Services	
23.	Dragon Medical One and Inpatient Guidance Application Consultant / Trainer	Training Services	
24.	PowerScribe One (and other Diagnostics Products) Application Consultant / Trainer	Training Services	
25.	CDE One Application Consultant / Trainer	Training Services	
26.	Nuance Interface Engineer	Interface Services	

2. RATE CARD ADJUSTMENTS

Contractor may adjust the “**Fixed Hourly Rates**” for Professional Services set forth in this Exhibit C.3 (Contractor Professional Services Rate Card) only as set forth herein (hereafter, “**Rate Card Adjustment**”). No Rate Card Adjustment shall occur prior to the fifth (5th) anniversary of the Effective Date of the Agreement. Any Rate Card Adjustment under this Agreement will be limited to the Fixed Hourly Rates for Professional Services for Change Orders and Amendments with an effective date on or after the date of such Rate Card Adjustment. As to each of the Fixed Hourly Rates set forth in this Exhibit C.3 (Contractor Professional Services Rate Card), (i) the maximum amount of a Rate Card Adjustment in any twelve (12) month period shall be capped at three percent (3%), and (ii) in no event shall the cumulative Rate Card Adjustment increases over the Term exceed fifteen percent (15%).



EXHIBIT C.4 (KEY MILESTONES AND KEY DELIVERABLES TABLE)

TO THE

DATA CAPTURE AND CLINICAL DOCUMENTATION IMPROVEMENT SYSTEM
AND RELATED SERVICES AGREEMENT

EXHIBIT C.4

KEY MILESTONES AND KEY DELIVERABLES TABLE

This Exhibit C.4 (Key Milestones and Key Deliverables Table) is an attachment and addition to the Data Capture and Clinical Documentation Improvement System and Related Services Agreement (the “**Agreement**”), Agreement No. H-711085 entered into by and between the County of Los Angeles (“**County**”) and Accenture LLP (“**Contractor**”), and is incorporated into the Agreement by reference hereof. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.

Key Milestones		Key Deliverables	
Milestone Name	Milestone Allocation of Fixed Fees, Including Licensed Software, Third-Party Products, and Implementation Fees	SOW Name	Deliverable Name
Contract Initiation Event	2%	Exhibit A.1 (Data Capture and Clinical Documentation Improvement System Statement of Work)	<ul style="list-style-type: none"> ▪ N/A
Complete Project Initiation	7%	Exhibit A.1 (Data Capture and Clinical Documentation Improvement System Statement of Work)	<ul style="list-style-type: none"> ▪ Deliverable 1.1 Detailed Project Work Plan ▪ Deliverable 1.2 Interface Activities in the Project Work Plan ▪ Deliverable 1.3 Project Staffing and Resource Management Plan ▪ Deliverable 1.4 Project Initiation Completed
Complete Design and Build (VR and RTPDI)	9%	Exhibit A.1 (Data Capture and Clinical Documentation Improvement System Statement of Work)	<p>As to the VR and RTPDI Solutions:</p> <ul style="list-style-type: none"> ▪ Deliverable 2.1 Discovery Findings and Validated Data Capture and Clinical Documentation Improvement Requirements ▪ Deliverable 2.2 Perform and Document Interfaces Assessment ▪ Deliverable 2.3 Interfaces Implementation Strategy Document ▪ Deliverable 2.4 Functional and Technical Specifications for Interfaces ▪ Deliverable 2.5 System Architecture Specifications ▪ Deliverable 2.7 Reports List and Work Plan ▪ Deliverable 2.8 User Security Roles and Access Modalities ▪ Deliverable 2.9 Detailed Design Document for County DCCDIS ▪ Deliverable 3.1 Required Domains for County DCCDIS Implemented ▪ Deliverable 3.2 DCCDIS Configured ▪ Deliverable 3.3 Data Capture and Clinical Documentation Improvement Reports Built ▪ Deliverable 3.4 Interfaces for All Data Source Systems Built
Complete Testing, Pre-Deployment Training, and Deployment	12%	Exhibit A.1 (Data Capture and Clinical Documentation Improvement System Statement of Work)	<p>As to the VR and RTPDI Solutions:</p> <ul style="list-style-type: none"> ▪ Deliverable 4.1 Test Plan for Full Test Cycle ▪ Deliverable 4.2 Test Scripts, Test Scenarios, and Test Catalog

Key Milestones		Key Deliverables	
Milestone Name	Milestone Allocation of Fixed Fees, Including Licensed Software, Third-Party Products, and Implementation Fees	SOW Name	Deliverable Name
(VR and RTPDI)			<ul style="list-style-type: none"> ▪ Deliverable 4.3 Full Cycle Testing Completed ▪ Deliverable 4.4 Reports Testing Completed ▪ Deliverable 4.5 Interface Test Plan ▪ Deliverable 4.6 Tested Interfaces ▪ Deliverable 4.7. Issue Resolution Conducted ▪ Deliverable 5.1 Training Plan ▪ Deliverable 5.2 Training Materials ▪ Deliverable 5.3 Communications Strategy and Organizational Change Management ▪ Deliverable 5.4 System Administrator and Help Desk Training Delivered ▪ As to Pre-Deployment Training: <ul style="list-style-type: none"> ○ Deliverable 5.5 End User Training Delivered ▪ Deliverable 6.1 Deployment Plan ▪ Deliverable 6.2 Completed Deployment
Complete Training and Post-Deployment Activities (VR and RTPDI)	12%	Exhibit A.1 (Data Capture and Clinical Documentation Improvement System Statement of Work)	<p>As to the VR and RTPDI Solutions:</p> <ul style="list-style-type: none"> ▪ As to Post-Deployment Training: <ul style="list-style-type: none"> ○ Deliverable 5.5 End User Training Delivered ▪ Deliverable 6.3 Go-Live Support and Transition to Production Support Completed ▪ Deliverable 6.4 Post Go-Live Assessment ▪ Deliverable 6.5 Post Go-Live Optimization and User Enhancement Services
Complete Design and Build (CAC, CACDI, and Radiology)	19%	Exhibit A.1 (Data Capture and Clinical Documentation Improvement System Statement of Work)	<p>As to the CAC, CACDI, and Radiology Solutions</p> <ul style="list-style-type: none"> ▪ Deliverable 2.1 Discovery Findings and Validated Data Capture and Clinical Documentation Improvement Requirements ▪ Deliverable 2.2 Perform and Document Interfaces Assessment ▪ Deliverable 2.3 Interfaces Implementation Strategy Document ▪ Deliverable 2.4 Functional and Technical Specifications for Interfaces ▪ Deliverable 2.5 System Architecture Specifications ▪ Deliverable 2.6 Data Capture and Clinical Documentation Improvement Data Import Design ▪ Deliverable 2.7 Reports List and Work Plan ▪ Deliverable 2.8 User Security Roles and Access Modalities ▪ Deliverable 2.9 Detailed Design Document for County DCCDIS

Key Milestones		Key Deliverables	
Milestone Name	Milestone Allocation of Fixed Fees, Including Licensed Software, Third-Party Products, and Implementation Fees	SOW Name	Deliverable Name
			<ul style="list-style-type: none"> ▪ Deliverable 3.1 Required Domains for County DCCDIS Implemented ▪ Deliverable 3.2 DCCDIS Configured ▪ Deliverable 3.3 Data Capture and Clinical Documentation Improvement Reports Built ▪ Deliverable 3.4 Interfaces for All Data Source Systems Built
Complete Testing, Pre-Deployment Training, and Deployment (CAC, CACDI, and Radiology)	12%	Exhibit A.1 (Data Capture and Clinical Documentation Improvement System Statement of Work)	<p>As to the CAC, CACDI, and Radiology Solutions</p> <ul style="list-style-type: none"> ▪ Deliverable 4.1 Test Plan for Full Test Cycle ▪ Deliverable 4.2 Test Scripts, Test Scenarios, and Test Catalog ▪ Deliverable 4.3 Full Cycle Testing Completed ▪ Deliverable 4.4 Reports Testing Completed ▪ Deliverable 4.5 Interface Test Plan ▪ Deliverable 4.6 Tested Interfaces ▪ Deliverable 4.7. Issue Resolution Conducted ▪ Deliverable 5.1 Training Plan ▪ Deliverable 5.2 Training Materials ▪ Deliverable 5.3 Communications Strategy and Organizational Change Management ▪ Deliverable 5.4 System Administrator and Help Desk Training Delivered ▪ As to Pre-Deployment Training: <ul style="list-style-type: none"> ○ Deliverable 5.5 End User Training Delivered ▪ Deliverable 6.1 Deployment Plan ▪ Deliverable 6.2 Completed Deployment
Complete Training and Post-Deployment Activities (CAC, CACDI, and Radiology)	12%	Exhibit A.1 (Data Capture and Clinical Documentation Improvement System Statement of Work)	<p>As to the CAC, CACDI, and Radiology Solutions</p> <ul style="list-style-type: none"> ▪ As to Post-Deployment Training: <ul style="list-style-type: none"> ○ Deliverable 5.5 End User Training Delivered ▪ Deliverable 6.3 Go-Live Support and Transition to Production Support Completed ▪ Deliverable 6.4 Post Go-Live Assessment ▪ Deliverable 6.5 Post Go-Live Optimization and User Enhancement Services
Final Acceptance	15%	Exhibit A.1 (Data Capture and Clinical Documentation Improvement System Statement of Work)	<ul style="list-style-type: none"> ▪ Deliverable 7.1 Project Close-Out Checklist ▪ Deliverable 7.2 DCCDIS Final Acceptance ▪ Deliverable 7.3 Project Close-Out Completed



EXHIBIT C.5 (DETAILED PRICING SUMMARY)

TO THE

DATA CAPTURE AND CLINICAL DOCUMENTATION IMPROVEMENT SYSTEM
AND RELATED SERVICES AGREEMENT

EXHIBIT C.5

DETAILED PRICING SUMMARY

This Exhibit C.5 (Detailed Pricing Summary) is an attachment and addition to the Data Capture and Clinical Documentation Improvement System and Related Services Agreement (the “**Agreement**”), Agreement No. H-711085 entered into by and between the County of Los Angeles (“**County**”) and Accenture LLP (“**Contractor**”), and is incorporated into the Agreement by reference hereof. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.

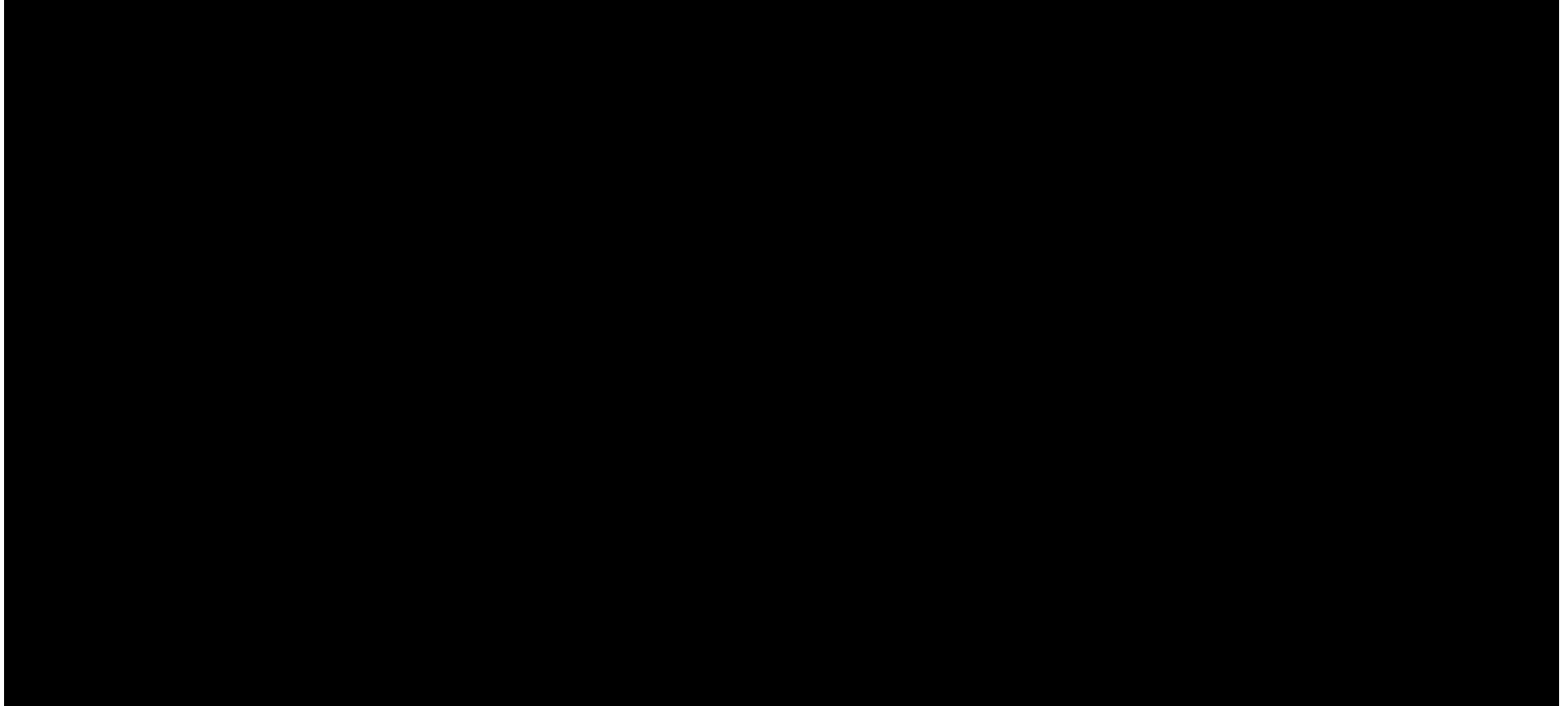




EXHIBIT C.6 (FEE ALLOCATIONS BY SOLUTION)

TO THE

DATA CAPTURE AND CLINICAL DOCUMENTATION IMPROVEMENT SYSTEM
AND RELATED SERVICES AGREEMENT

EXHIBIT C.6

FEE ALLOCATIONS BY SOLUTION

This Exhibit C.6 (Fee Allocations by Solution) is an attachment and addition to the Data Capture and Clinical Documentation Improvement System and Related Services Agreement (the “**Agreement**”), Agreement No. H-711085 entered into by and between the County of Los Angeles (“**County**”) and Accenture LLP (“**Contractor**”), and is incorporated into the Agreement by reference hereof. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.

Solution	Recurring Monthly Fees Attributable to Solution
VR	
RTPDI	
CACDI	
Radiology	
CAC	



EXHIBIT C.7 (APPROVED PHYSICAL GROWTH EVENT PRICING)

TO THE

DATA CAPTURE AND CLINICAL DOCUMENTATION IMPROVEMENT SYSTEM
AND RELATED SERVICES AGREEMENT

EXHIBIT C.7

APPROVED PHYSICAL GROWTH EVENT PRICING

This Exhibit C.7 (Approved Physical Growth Event Pricing) is an attachment and addition to the Data Capture and Clinical Documentation Improvement System and Related Services Agreement (the “**Agreement**”), Agreement No. H-711085 entered into by and between the County of Los Angeles (“**County**”) and Accenture LLP (“**Contractor**”), and is incorporated into the Agreement by reference hereof. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.

No.	Name of Module / Component / Product	Applicable DCCDIS Solution(s)	Expansion Metric	Additional Monthly Recurring Fee (Per Unit of the Expansion Metric Attributable to the Approved Physical Growth Event)
1.	Dragon Medical One and PowerMic Mobile	VR	IP Admissions, ED Visits, OP Visits	IP Admissions: \$3.35 per ED Visits: \$0.65 per OP Visits: \$0.35 per
2.	CDE One L3	CACDI	IP Admissions	\$11.67 per
3.	PowerScribe One	Radiology	Radiology Reports As used herein, “ Radiology Report ” means a completed and signed radiology report.	\$0.50 per
4.	Power Connect Actionable Findings	Radiology	Radiology Reports	\$0.136 per
5.	PowerScribe Follow-up Manager and mPower Clinical Analytics	Radiology	Radiology Reports	\$0.18 per
6.	Modlink	Radiology	Radiology Reports	\$0.035 per
7.	Third Party APR-DRG Grouper (used in conjunction with CDE One)	CACDI	IP Admissions per AHA	\$6.69 per
8.	FCAC-LICENSE	CAC	IP Admissions OP Visits	IP Admissions: \$15.80 per OP Visits: \$0.45 per
9.	Third Party APR-DRG Groupers (used in conjunction with FCAC-License)	CAC	IP Admissions per AHA	\$6.69 per



EXHIBIT D (HARDWARE)

TO THE

DATA CAPTURE AND CLINICAL DOCUMENTATION IMPROVEMENT SYSTEM
AND RELATED SERVICES AGREEMENT

EXHIBIT D

HARDWARE

This Exhibit D (Hardware) is an attachment and addition to the Data Capture and Clinical Documentation Improvement System and Related Services Agreement (the “**Agreement**”), Agreement No. H-711085 entered into by and between the County of Los Angeles (“**County**”) and Accenture LLP (“**Contractor**”), and is incorporated into the Agreement by reference hereof. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.

Detailed Listing of All Hardware				
No.	Mfg. Part No.	Component	Product	Quantity
1.	N/A	N/A	N/A (as of the Effective Date, no Hardware is to be provided by Contractor under the Agreement)	N/A



EXHIBIT E (SERVICE LEVELS AND PERFORMANCE STANDARDS)

TO THE

DATA CAPTURE AND CLINICAL DOCUMENTATION IMPROVEMENT SYSTEM
AND RELATED SERVICES AGREEMENT

EXHIBIT E

SERVICE LEVELS AND PERFORMANCE STANDARDS

This Exhibit E (Service Levels and Performance Standards) is an attachment and addition to the Data Capture and Clinical Documentation Improvement System and Related Services Agreement (the “**Agreement**”), Agreement No. H-711085 entered into by and between the County of Los Angeles (“**County**”) and Accenture LLP (“**Contractor**”), and is incorporated into the Agreement by reference hereof. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.

1. HOSTING OBLIGATIONS

1.1. General Requirements

In addition to the other obligations set forth in the Agreement and this Exhibit, Contractor shall do the following:

- (A) Operate the Hosting Services, as such term is defined in Section 1.1 (In General) of Exhibit M (Additional Hosting Services Terms and Conditions), on Servers owned and maintained by Contractor or a Key Subcontractor that is a Subprocessor on a 24x7x365 basis. “**Server**” shall mean the hardware (as to Hosting Services not provided using Subprocessors) and virtual (as to all Hosting Services) server(s) on which the Hosting Services will be hosted, which shall be located within the United States, unless a location in another country is specifically approved by inclusion of that country in Exhibit Z (County-Approved Entities and Countries).
- (B) Configure and maintain the Hosting Services to provide the Licensed Software to County over a dedicated network connection (as to Hosting Services not provided using Subprocessors) or a shared network connection (as to Hosting Services provided using Subprocessors) from the Hosting Environment facilities on a 24x7x365 basis and provide secure and confidential storage of all information transmitted to and from the Hosting Services. Contractor provides redundancy at all necessary infrastructure points, including redundant clustered firewalls with redundant private network connections and running industry standard secure inspection and analysis software.
- (C) As to Hosting Services not provided using Subprocessors, supply hardware, security protocols, software, and communications support structure to facilitate County’s connection to the Contractor private network in accordance with the requirements set forth herein.
- (D) As to Hosting Services provided using Subprocessors, supply security protocols, software, and communications support structure to facilitate County’s connection to the Subprocessor in accordance with the requirements set forth herein.
- (E) As to Hosting Services not provided using Subprocessors, maintain back-up Servers at the Contractor Secondary Data Center, in a geographically different site from where the Servers at the Contractor Primary Data Center are located. Data back-up will be in accordance with Exhibit M (Additional Hosting Services Terms and Conditions) and stored at the Contractor Secondary Data Center.
- (F) As to Hosting Services provided using Subprocessors, maintain back-up virtual machine configurations in an alternate Subprocessing Availability Zone, geographically separated from the primary Subprocessing Availability Zone. Data back-up will be in accordance with Exhibit M (Additional Hosting Services Terms and Conditions) and stored in an alternate Subprocessing Availability Zone from the primary Subprocessing Availability Zone.
- (G) Review security notifications and alerts relevant to the Hosting Environment (e.g., Contractor notifications of bugs, attacks, and patches), and apply as appropriate to maintain the highest level of defense.
- (H) Contractor shall provide adequate firewall protection to Licensed Software accessed through the Hosting Services in order to secure Personal Data and other Confidential Information of County and users of the Hosting Services from unauthorized access by third parties.

1.2. County Equipment and Internet Configuration

County shall provide, at its own expense, the telecommunications (including Internet connectivity), firewalls, and all equipment and operating system software necessary for authorized users to access and use the Licensed Software accessed through the Hosting Services, as set forth in Exhibit N (Recommended Configuration). Contractor will not be responsible for any fees billed by County's or an authorized user's mobile operator for use of the wireless or cellular networks necessary to send and receive data from the Hosting Services.

1.3. Key Subcontractors that are Subprocessors

Contractor's performance of Hosting Services using a Key Subcontractor that is a Subprocessor shall comply with the terms of the Agreement applicable to Hosting Services, including the requirements of Exhibit M (Additional Hosting Services Terms and Conditions) and this Exhibit E (Service Levels and Performance Standards). Contractor shall be liable for any breach caused by the acts or omissions of the Agreement by a Key Subcontractor that is a Subprocessor, including the requirements of this Exhibit E (Service Levels and Performance Standards) and Exhibit M (Additional Hosting Services Terms and Conditions).

1.4. Changes of Key Subcontractors that are Subprocessors

In the event that, during the Term of the Agreement, Contractor desires to transition the Hosting Services to a new Key Subcontractor that is a Subprocessor, such transition will be subject to Section 2.1 (Contractor; Subcontracting) of the Agreement. In connection with County's evaluation of the new Subprocessor, Contractor shall reasonably cooperate with County in evaluating the security and performance of the proposed hosting service. In the event County objects to Contractor's use of a particular Key Subcontractor that is a Subprocessor, the Parties shall negotiate in good faith regarding alternate Subprocessors. If the Parties are unable to reach agreement within thirty (30) calendar days of receipt by Contractor of the objection, County may elect to terminate this Agreement without further obligation.

2. SERVICE MONITORING AND MANAGEMENT

Contractor will perform continuous monitoring and management of the Hosting Services and Licensed Software accessed through the Hosting Services to optimize Availability of the Hosting Services and Licensed Software accessed through the Hosting Services for the production Hosting Environment. All other Hosting Environments will be continuously monitored and managed 24x7x365, Monday through Sunday. Included within the scope of this Section 2 (Service Monitoring and Management) is the proactive monitoring of the Servers and all service components of Contractor's production Hosting Environment and firewall for trouble on a 24x7x365 basis, and the expedient restoration of components when failures occur within the time period set forth in Section 7 (Service Outages). Contractor will monitor and manage the Hosting Environment and Licensed Software accessed through the Hosting Services using its own tools, methodologies, and specifications, and notify County of any issue materially impacting the DCCDIS performance as required under the Agreement or this Exhibit E (Service Levels and Performance Standards). Contractor shall maintain redundancy in all key components of the Hosted Environment such that Outages are less likely to occur due to individual component failures. Contractor will monitor signals of all servers, routers, and leased lines, and HTTP availability of the Licensed Software accessed through the Hosting Services and the Hosting Services. If the Licensed Software accessed through the Hosting Services or Hosting Services do not respond to pings or similar communications, they shall be immediately checked again. When Contractor receives a "down" signal, or otherwise has knowledge of an Outage or Error (including, without limitation, any failure in the Server or application software and/or hardware used to provide the Service), Contractor personnel will:

- (A) Confirm the Outage by manual verification of all cloud hosting resources (as to Hosting Services provided using Subprocessors);
- (B) If confirmed, take such action as may restore the service;
- (C) Notify County in writing, and/or by telephone or pager according to mutually agreed upon procedures, that an Outage has occurred, providing such details as may be available, including the Support Request number, if appropriate, and time of Outage;
- (D) Work each Error until Resolution, escalating to management or to engineering as required; and

- (E) Notify County of final Resolution, along with any pertinent findings or action taken, and obtain County Approval confirming that the Outage or Error has been resolved prior to closing the Support Request.

3. BACKUPS

3.1. Regular Back-Ups

Contractor shall provide for both the regular back-up of standard file systems relating to the Contractor-controlled Servers and Hosting Services, and Licensed Software accessed through the Hosting Services, and shall timely restore such data on request by County due to a site failure. In particular, Contractor shall:

- (A) Perform weekly full back-ups;
- (B) Perform nightly incremental back-ups;
- (C) Send back-up media to secured, off-site storage facilities with a thirty (30) calendar day rotation of media;
- (D) Fulfill restoral requests as directed by County due to site failures. Restoral will be performed in accordance with this Exhibit E (Service Levels and Performance Standards); and
- (E) Periodically (but not less frequently than annually) review and validate Contractor's backup and recovery procedures, and periodically (but not less frequently than annually) validate the integrity of the backup data.

3.2. Data Replication

As to Hosting Services provided using Subprocessors, County Data shall be stored on redundant applications and databases in Contractor's primary Subprocessing Availability Zone and replicated to at least one alternate Subprocessing Availability Zone in accordance with Exhibit M (Additional Hosting Services Terms and Conditions). Data security shall be provided by TLS encryption, IPsec encryption, multiple levels of virus protection, intrusion prevention systems, multi-factor management authentication, enterprise firewalls, and filtering routers. The Hosting Environment shall provide redundancy at all tiers of the environment, including redundant clustered firewalls with redundant points of access to the Hosting Environment, running industry standard secure inspection, and analysis software. Contractor shall utilize methods to minimize data loss due to environmental failures or catastrophic storage device failures, and disaster recovery systems shall be designed to ensure no data loss beyond the Recovery Point Objective designated for each Solution in Section 5 (Recovery Time Requirement) of Exhibit M.1 (Disaster Recovery and Business Continuity Requirements). Contractor shall utilize tools to securely optimize data back-ups. In the event of a significant Primary Data Center or primary Subprocessing Availability Zone failure, a failover to the Contractor's Secondary Data Center or alternate Subprocessing Availability Zone shall be completed.

4. SERVICE LEVELS

4.1. Support Request Tracking System

- (A) For use in responding to County's Support Requests, Contractor shall maintain an automated Support Request Tracking System ("SRTS") with a description of each Support Request, response, and status. Contractor shall regularly review and update all open Support Requests and follow up on unresolved Support Requests. Each Support Request shall be detailed in an Internet accessible Support Request report, and shall include the following information, or similar:
 - (1) Identification Number. An automatically-assigned unique identification number, which shall be used to track, document, and respond to inquiries relating to a specific Support Request;
 - (2) Date and Time. The date and time the Support Request was initiated, which shall be used to document and/or monitor overall response and resolution time;
 - (3) Person Initiating Support Request. The name, title, and telephone number of the person initiating the Support Request, who shall be the primary point of contact used for inquiries regarding the request, unless otherwise assigned by the County Project Manager;

- (4) Call Taker. The name of Contractor personnel taking the call or first receiving an electronically submitted Support Request;
 - (5) Contractor Employee Currently Assigned. The name and title of the Contractor's employee currently managing the resolution;
 - (6) Location. Facility and/or physical location where the problem occurred;
 - (7) Service Priority Level. The problem priority level as indicated by the reporting County personnel and as further defined in Section 4.2 (Support Request Service Levels);
 - (8) Reference Number. The County-assigned reference number, if applicable;
 - (9) Support Request Description. A detailed description of the problem or deficiency encountered or configuration request;
 - (10) Attached Documentation. The identification or description of, and, if available, copies of, documentation submitted by County with the Support Request to clarify the request, including screen prints, logs, report samples, etc.;
 - (11) Support Request Type. The Support Request type (e.g., software change, deficiency, or configuration request), as assigned by County which categorizes and specifies the type of request;
 - (12) Support Request Subtype. The Support Request subtype (e.g., specific function to be changed, specific function that is deficient, etc.), as assigned by County, as a subcategory of the Support Request type;
 - (13) Resolution Description. Contractor's analysis of the problem or configuration or other request, and the proposed resolution (e.g., configuration change, Update, or other Enhancement);
 - (14) Resolution Activity. Contractor's resolution activities and activity dates to monitor resolution time (e.g., description of calls to and from Contractor and County, referrals to Contractor's staff for correction or investigation, referrals to Third-Party Product vendors, coordination of Update or Enhancement releases, validation of corrections prior to release to County, etc.);
 - (15) Estimated Resolution Date. The estimated date for Contractor to complete the Support Request as to activities for which a Resolution Time Service Level is provided under this Exhibit E (Service Levels and Performance Standards);
 - (16) Correction Applied Date. The date Contractor applied the correction; and
 - (17) Resolution Status. The current status of the Support Request (e.g., open or closed).
- (B) Contractor shall maintain a historical knowledge base of Service-related problems to identify patterns and facilitate timely resolution.

4.2. Support Request Service Levels

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

4.2.1. Support Requests

County shall classify its requests for Error Corrections consistent with the descriptions below. Each such request shall be referred to herein as a "**Support Request**." County shall notify Contractor of Support Requests via telephone number, web-based SRTS, or other Contractor-provided mechanisms. All Contractor technical support personnel providing telephone support must do so in a manner such that the communication does not diminish County's ability to effectively utilize the Licensed Software and Hosting Services.

Support Request Classification	Description
Class 1	<p>Class 1 priority relates to issues that severely affect operation, maintenance, or administration of the Licensed Software accessed through the Hosting Services, the Hosting Services, or the CAC Solution, or create a material data integrity risk, potential patient care risk, or financial impact to County, and in County’s reasonable opinion require immediate corrective action; or are jointly viewed by County and Contractor to be critical, including the following examples:</p> <ul style="list-style-type: none"> ▪ Continuous or near continuous interruption of the Licensed Software accessed through the Hosting Services or CAC Solution. ▪ A key functional component of the Licensed Software accessed through the Hosting Services or CAC Solution is unavailable. ▪ A system failure resulting in (1) widespread access interruptions, or (2) a primary function of the Licensed Software accessed through the Hosting Services or CAC Solution being unavailable to one or more groups of users.
Class 2	<p>Class 2 priority relates to issues that cause conditions that seriously affect the operation, maintenance, or administration of the Licensed Software accessed through the Hosting Services, the Hosting Services, or the CAC Solution, and in County’s reasonable opinion require immediate attention or are jointly viewed by County and the Contractor to be significant. The urgency is less than in Class 1 situations because of a lesser immediate or impending effect on the operation or performance of the Licensed Software accessed through the Hosting Services, the Hosting Services, and the CAC Solution. Class 2 priority issues include the following examples:</p> <ul style="list-style-type: none"> ▪ A Solution failure that seriously affects system performance. ▪ Data entry or access is materially impaired on a limited basis for one or more groups of users.
Class 3	<p>System is operating with minor issues for one or more groups of users, that can be addressed with a work around.</p>
Class 4	<p>Request for assistance, information, or services that are routine in nature that do not cause any service impact, or which affects only individual users, including without limitation, configuration requests such as user administration and changes to preferences.</p>

4.2.2. Response Time Service Level

The Response Time Service Level measures the percentage of problems that Contractor responds to within the required timeframes, based on problem severity level (as defined in Section 4.2.1 (Support Requests)). Response time shall be measured on a Solution-by-Solution basis from the time when Contractor receives the Support Request for a Solution until the time Contractor has Responded to the Support Request. **“Respond”** means that Contractor has engaged on the Support Request; is working continuously to diagnose the corresponding Errors, formulate a plan to address any such Errors, and execute that plan; and has notified the County user originating the Support Request that such support has begun in the manner requested by the user originating the Support Request (e.g., e-mail or phone) or, if a specific means of communication is not requested, using a direct, interactive (person-to-person) method of communication to achieve contact with such user (e.g., no email or automated voicemail). Contractor will provide a status update of its resolution efforts to County on a regular basis as to each Support Request, appropriate to its Support Request Classification, in accordance with the timing set forth in the “Problem Update Response Time” column of the tables below.

4.2.2.1. VR (including Pathology)

Support Request Classification	Service Level Metric (Response Time)	Problem Update Response Time	Service Level Credits
Class 1	100% of Responses to Class 1 Support Requests to be provided within sixty (60) minutes	Every sixty (60) minutes	If Contractor fails to meet the Response Time Service Level in a given calendar month, 25% of monthly fees allocated to the VR Solution as set forth in Exhibit C.6 (Fee Allocations by Solution)
Class 2	100% of Responses to Class 2 Support Requests to be provided within two and one-half (2.5) hours	Every two (2) hours	If Contractor fails to meet the Response Time Service Level in a given calendar month, 15% of monthly fees allocated to the VR Solution as set forth in Exhibit C.6 (Fee Allocations by Solution)
Class 3	90% of Responses to Class 3 Support Requests to be provided within three (3) Business Days	Daily, or more frequently as required until a Temporary Resolution or Workaround is implemented	If Contractor fails to meet the Response Time Service Level in a given calendar month, 10% of monthly fees allocated to the VR Solution as set forth in Exhibit C.6 (Fee Allocations by Solution). In the event there are fewer than ten (10) Class 3 Support Requests in a calendar month, Contractor may fail to Respond timely to one (1) Support Request without incurring a Service Level Credit.
Class 4	90% of Responses to Class 4 Support Requests to be provided within seven (7) days	Weekly, or more frequently as required	If Contractor fails to meet the Response Time Service Level in a given calendar month, 10% of monthly fees allocated to the VR Solution as set forth in Exhibit C.6 (Fee Allocations by Solution). In the event there are fewer than ten (10) Class 4 Support Requests in a calendar month, Contractor may fail to Respond timely to one (1) Support Request without incurring a Service Level Credit.

4.2.2.2. RTPDI

Support Request Classification	Service Level Metric (Response Time)	Problem Update Response Time	Escalation Procedure Following Service Level Failure
Class 1	100% of Responses to Class 1 Support Requests to be provided within sixty (60) minutes	Every sixty (60) minutes	In the event that Contractor does not Respond to a Class 1 or Class 2 Support Request within the applicable timeframe set forth in this Section 4.2.2.2 (RTPDI): (A) Contractor shall promptly Respond to the Support Request, including to diagnose and address the Errors reported by County in the Support Request; and (B) In the event that the cause of Contractor’s Service Level Failure cannot be satisfactorily explained by Contractor to County, Contractor shall provide a root cause analysis that includes an assessment of the cause of the Service Level Failure and actions required to prevent the Service Level Failure from
Class 2	100% of Responses to Class 2 Support Requests to be provided within two and one-half (2.5) hours	Every two (2) hours	
Class 3	90% of Responses to Class 3 Support Requests to be provided within three (3) Business Days	Daily, or more frequently as required until a Temporary Resolution or Workaround is implemented	

Support Request Classification	Service Level Metric (Response Time)	Problem Update Response Time	Escalation Procedure Following Service Level Failure
Class 4	90% of Responses to Class 4 Support Requests to be provided within seven (7) days	Weekly, or more frequently as required	recurring, and Contractor will implement such corrective actions. In the event that Contractor does not Respond to a Class 1 or Class 2 Support Request within the applicable timeframes set forth in this Section 4.2.2.2 (RTPDI) two (2) or more times in any three (3) month period, the issue will be escalated with County's Chief Information Officer (CIO) or designee and Contractor's VP of Support.

4.2.2.3. CACDI

Support Request Classification	Service Level Metric (Response Time)	Problem Update Response Time	Service Level Credits
Class 1	100% of Responses to Class 1 Support Requests to be provided within four (4) hours. County will call Contractor in connection with Class 1 Support Requests.	Every sixty (60) minutes	If Contractor fails to meet the Response Time Service Level in a given calendar month, 25% of monthly fees allocated to the CACDI Solution as set forth in Exhibit C.6 (Fee Allocations by Solution)
Class 2	100% of Responses to Class 2 Support Requests to be provided within six (6) hours. County will call Contractor in connection with Class 2 Support Requests.	Every two (2) hours	If Contractor fails to meet the Response Time Service Level in a given calendar month, 15% of monthly fees allocated to the CACDI Solution as set forth in Exhibit C.6 (Fee Allocations by Solution)
Class 3	90% of Responses to Class 3 Support Requests to be provided within three (3) Business Days	Daily, or more frequently as required until a Temporary Resolution or Workaround is implemented	If Contractor fails to meet the Response Time Service Level in a given calendar month, 10% of monthly fees allocated to the CACDI Solution as set forth in Exhibit C.6 (Fee Allocations by Solution). In the event there are fewer than ten (10) Class 3 Support Requests in a calendar month, Contractor may fail to Respond timely to one (1) Support Request without incurring a Service Level Credit.
Class 4	90% of Responses to Class 4 Support Requests to be provided within seven (7) days	Weekly, or more frequently as required	If Contractor fails to meet the Response Time Service Level in a given calendar month, 10% of monthly fees allocated to the CACDI Solution as set forth in Exhibit C.6 (Fee Allocations by Solution). In the event there are fewer than ten (10) Class 4 Support Requests in a calendar month, Contractor may fail to Respond timely to one (1) Support Request without incurring a Service Level Credit.

4.2.2.4. CAC

Support Request Classification	Service Level Metric (Response Time)	Problem Update Response Time	Service Level Credits
Class 1	100% of Responses to Class 1 Support Requests to be provided within three (3) hours. County will call Contractor in connection with Class 1 Support Requests.	Every sixty (60) minutes	If Contractor fails to meet the Response Time Service Level in a given calendar month, 25% of monthly fees allocated to the CAC Solution as set forth in Exhibit C.6 (Fee Allocations by Solution)
Class 2	100% of Responses to Class 2 Support Requests to be provided within six (6) hours. County will call Contractor in connection with Class 2 Support Requests.	Every two (2) hours	If Contractor fails to meet the Response Time Service Level in a given calendar month, 15% of monthly fees allocated to the CAC Solution as set forth in Exhibit C.6 (Fee Allocations by Solution)
Class 3	90% of Responses to Class 3 Support Requests to be provided within three (3) Business Days	Daily, or more frequently as required until a Temporary Resolution or Workaround is implemented	If Contractor fails to meet the Response Time Service Level in a given calendar month, 10% of monthly fees allocated to the CAC Solution as set forth in Exhibit C.6 (Fee Allocations by Solution). In the event there are fewer than ten (10) Class 3 Support Requests in a calendar month, Contractor may fail to Respond timely to one (1) Support Request without incurring a Service Level Credit.
Class 4	90% of Responses to Class 4 Support Requests to be provided within seven (7) days	Weekly, or more frequently as required	If Contractor fails to meet the Response Time Service Level in a given calendar month, 10% of monthly fees allocated to the CAC Solution as set forth in Exhibit C.6 (Fee Allocations by Solution). In the event there are fewer than ten (10) Class 4 Support Requests in a calendar month, Contractor may fail to Respond timely to one (1) Support Request without incurring a Service Level Credit.

4.2.2.5. Radiology

Support Request Classification	Service Level Metric (Response Time)	Problem Update Response Time	Service Level Credits
Class 1	100% of Responses to Class 1 Support Requests to be provided within sixty (60) minutes. County will call Contractor in connection with Class 1 Support Requests.	Every sixty (60) minutes	If Contractor fails to meet the Response Time Service Level in a given calendar month, 25% of monthly fees allocated to the Radiology Solution as set forth in Exhibit C.6 (Fee Allocations by Solution)
Class 2	100% of Responses to Class 2 Support Requests to be provided within two and	Every two (2) hours	If Contractor fails to meet the Response Time Service Level in a given calendar month, 15% of monthly fees allocated to the Radiology Solution

Support Request Classification	Service Level Metric (Response Time)	Problem Update Response Time	Service Level Credits
	one-half (2.5) hours. County will call Contractor in connection with Class 2 Support Requests.		as set forth in Exhibit C.6 (Fee Allocations by Solution)
Class 3	90% of Responses to Class 3 Support Requests to be provided within three (3) Business Days	Daily, or more frequently as required until a Temporary Resolution or Workaround is implemented	If Contractor fails to meet the Response Time Service Level in a given calendar month, 10% of monthly fees allocated to the Radiology Solution as set forth in Exhibit C.6 (Fee Allocations by Solution). In the event there are fewer than ten (10) Class 3 Support Requests in a calendar month, Contractor may fail to Respond timely to one (1) Support Request without incurring a Service Level Credit.
Class 4	90% of Responses to Class 4 Support Requests to be provided within seven (7) days	Weekly, or more frequently as required	If Contractor fails to meet the Response Time Service Level in a given calendar month, 10% of monthly fees allocated to the Radiology Solution as set forth in Exhibit C.6 (Fee Allocations by Solution). In the event there are fewer than ten (10) Class 4 Support Requests in a calendar month, Contractor may fail to Respond timely to one (1) Support Request without incurring a Service Level Credit.

4.2.3. Resolution Time Service Level

Resolution time shall be measured on a Solution-by-Solution basis from the time when Contractor receives the Support Request for a Solution until the time Contractor has Resolved the Support Request. **“Resolve”** means that, as to Errors, Contractor has provided County the corresponding Error Correction and County has confirmed such Error Correction.

The measurement of time to Resolve shall be suspended during such time as there is a failure by County to provide Contractor information deemed in writing by the Parties to be a Critical Path Item to the resolution at issue at the time of the Contractor request for such information was made to County. For purposes of this Section 4.2.3 (Resolution Time Service Level), a **“Critical Path Item”** is a significant action or item of information which Contractor cannot take or obtain without County’s assistance and on which subsequent activities toward the resolution at issue are dependent. In the event Contractor claims a suspension of the measurement of time to Resolve under this Section, it shall notify County, by posting in the SRTS the time and reason for such action at the time the suspension determination is made. The suspension of measurement of time to Resolve shall end upon communication by County to Contractor that the Critical Path Item has been completed.

The measurement of time to Resolve Support Requests requiring a change to the Licensed Software (e.g., a Revision) will be calculated from the time the request is “opened” in SRTS until the time the request is identified as needing a change to the Licensed Software, provided Contractor has delivered a Temporary Resolution or Workaround that has been Approved by County prior to the suspension of the measurement of the time to Resolve.

“Temporary Resolution or Workaround” means the time from when the County reports the problem until Contractor diagnoses the issue and provides a fix to the Solution(s) and/or Services that causes the DCCDIS to operate as provided in the Specifications or as set forth in the Agreement and does not require manual intervention by or additional costs to County. **“Permanent Resolution”** means the time from when the County reports the problem and the Error is fixed in the next quarterly release.

4.2.3.1. All Contractor Solutions

Support Request Classification	Service Level Metric (Temporary Resolution or Workaround)	Service Level Metric (Permanent Resolution Time)	Service Level Credits
Class 1	100% of Class 1 Support Requests provided with a Temporary Resolution or Workaround within twenty-four (24) hours	100% of Class 1 Support Requests Resolved by the next release (quarterly)	25% of monthly fees allocated to the VR, RTPDI, CACDI, Radiology, and/or CAC Solution(s) as set forth in Exhibit C.6 (Fee Allocations by Solution)
Class 2	100% of Class 1 Support Requests provided with a Temporary Resolution or Workaround within seventy-two (72) hours	100% of Class 1 Support Requests Resolved by the next release (quarterly)	15% of monthly fees allocated to the VR, RTPDI, CACDI, Radiology, and/or CAC Solution(s) as set forth in Exhibit C.6 (Fee Allocations by Solution)
Class 3	100% of Class 1 Support Requests provided with a Temporary Resolution or Workaround within six (6) days	100% of Class 1 Support Requests Resolved by the next release (quarterly)	10% of monthly fees allocated to the VR, RTPDI, CACDI, Radiology, and/or CAC Solution(s) as set forth in Exhibit C.6 (Fee Allocations by Solution). In the event there are fewer than ten (10) Class 3 Support Requests in a calendar month, Contractor may fail to timely Resolve one (1) Support Request and/or fail to timely provide a Temporary Resolution or Workaround for one (1) Support Request without incurring a Service Level Credit.
Class 4	N/A	100% of Class 1 Support Requests Resolved by the next release (quarterly)	Incidents resulting in or subsequent to a Service Level Failure in a month shall be recorded and reported in accordance with Section 4.5 (Monthly Report Service Level), but the Service Level Failure shall incur no credit.

Notwithstanding the foregoing, as to Third-Party Products, the measurement of time to Resolve shall be suspended during such times as Contractor can demonstrate that the: (i) the resolution of the Support Request required correction of an Error in a Third-Party Product; and (ii) the supplier of the Third-Party Product failed to meet the time specified in writing by Contractor for completion of correction of the Error in the Third-Party Product. In any circumstance in which suspension of the time to Resolve is requested under this Section 4.2.3 (Resolution Time Service Level), Contractor must provide a Corrective Action Plan. The determination of whether suspension of the measurement of time to Resolve relating to Third-Party Products is appropriate will be made by the Parties within thirty (30) days of a Resolution Time Service Level Failure attributed by Contractor a Third-Party Product as provided in this paragraph.

4.2.4. Escalation

With respect to any Class 1 Support Request, until Resolved, Contractor shall escalate that Support Request within sixty (60) minutes of receipt to the appropriate Contractor support personnel (as designated by Contractor), including, as applicable, the Contractor Project Director.

4.3. Availability Service Level

4.3.1. In General

4.3.1.1. Available

“**Available**” means as applicable, (i) the Licensed Software accessed through the Hosting Services, or (ii) the CAC Solution, is available for access and use by County in accordance with their full intended functionality, including conformance to the Specifications, and without material degradation of performance.

4.3.1.2. Availability

“**Availability**” means the actual uptime expressed as a percentage of the Scheduled Uptime for, as applicable, (i) the Licensed Software accessed through the Hosting Services, or (ii) the CAC Solution (i.e., $\text{Availability \%} = ((\text{Scheduled Uptime} - (\text{Downtime} - \text{Excluded Events})) / (\text{Scheduled Uptime})) \times 100\%$).

4.3.1.3. Scheduled Uptime

“**Scheduled Uptime**” means twenty-four (24) hours each day, seven (7) days per week, excluding Scheduled Outages (i.e., regular maintenance windows, which maintenance windows are to be scheduled between the hours of 1:00 a.m. and 5:00 a.m. Pacific Time, or as otherwise agreed in writing by the Parties). Notwithstanding anything herein, Contractor shall ensure that the Licensed Software and Hosting Services remain Available during the foregoing maintenance windows to the extent reasonably practicable.

4.3.1.4. Downtime

“**Downtime**” means the aggregate duration of Outages for, as applicable, (i) the Licensed Software accessed through the Hosting Services, or (ii) the CAC Solution during the applicable Scheduled Uptime during a calendar month.

4.3.1.5. Outage

“**Outage**” means any time during which, as applicable, (i) the Licensed Software accessed through the Hosting Services, or (ii) the CAC Solution (or any function thereof) are not Available during a calendar month, measured from the time the Outage actually occurred or, when the time the Outage actually occurred cannot be determined, from the earliest point in time that such Outage is or reasonably should be detected by Contractor. An Outage is an Error. The Outage shall end when, as applicable, (i) the Licensed Software accessed through the Hosting Services (or the applicable function thereof) is Available, or (ii) the CAC Solution (or the applicable function thereof) is Available.

4.3.2. Availability Service Level for the Solutions

The Solutions shall be Available continuously, as measured on a 24x7x365 basis, a minimum of 99.9% of the time during each calendar month of the Term of the Agreement.

Service Level Metric	Service Level Credits
At a minimum, 99.9% Availability for the Licensed Software accessed through the Hosting Services in each calendar month of the Term of the Agreement.	In the event Availability is not achieved, then Service Level Credits shall be incurred as follows:
Greater than or equal to 99.9%	0% of monthly fees allocated to the VR, RTPDI, CACDI, Radiology (including ModLink), and/or CAC Solution(s) as set forth in Exhibit C.6 (Fee Allocations by Solution)
Less than 99.9% and greater than or equal to 99.5%	10% of monthly fees allocated to the VR, RTPDI, CACDI, Radiology (including ModLink), and/or CAC Solution(s) as set forth in Exhibit C.6 (Fee Allocations by Solution)
Less than 99.5% and greater than or equal to 98.0%	20% of monthly fees allocated to the VR, RTPDI, CACDI, Radiology (including ModLink), and/or CAC Solution(s) as set forth in Exhibit C.6 (Fee Allocations by Solution)

Service Level Metric	Service Level Credits
Less than 98.0%	30% of monthly fees allocated to the VR, RTPDI, CACDI, Radiology (including ModLink), and/or CAC Solution(s) as set forth in Exhibit C.6 (Fee Allocations by Solution)

4.4. Licensed Software Response Times

The Parties acknowledge that the quality of the Licensed Software response times, including of the Licensed Software and Hosting Services, is a critical factor to the successful operation of the DCCDIS and County User satisfaction. Licensed Software response time shall be determined to be unsatisfactory to the County Users if the County CIO (or his or her designee) (a) presents documentation that reflects a negative view of the operation of the Licensed Software and Hosting Services that is or can reasonably be attributed to Licensed Software response time issues; or (b) determines that County Users’ acceptance and/or use of the DCCDIS is or is highly likely to be adversely impacted by Licensed Software response times.

Upon confirmation by the Parties of a problem with the response times, Contractor shall provide a root cause analysis that includes an assessment of actions required to correct the Licensed Software response time failures and work together to take the actions necessary to implement the corrective actions as they relate to the Licensed Software or Hosting Services.

4.5. Monthly Report Service Level

Contractor shall be responsible for measuring and monitoring Service Level performance and shall provide County with monthly reports showing Service Level performance during the reporting period at a level of detail that is sufficient to verify Contractor’s compliance with the applicable Service Levels. All monthly reports due under this Agreement are due on the tenth (10th) Business Day of the month following the month for which such report relates; provided, however, that if the tenth (10th) is a weekend or County holiday, such reports shall be due on the first (1st) County Business Day thereafter.

4.6. Monthly Service Level Credit Limit

The aggregate maximum monthly Service Level Credits to be credited in any given month for a Solution is thirty percent (30%) of the monthly fees allocated to the impacted Solution(s) as set forth in Exhibit C.6 (Fee Allocations by Solution). For the avoidance of doubt, each of the five (5) Solutions are subject to monthly Services Level Credits of up to thirty percent (30%) of the monthly fees allocated to that Solution, and a single Service Level Failure, such as an Outage, may affect multiple Solutions and trigger multiple Service Level Credits, provided, however, that if Contractor fails to meet both the Availability Service Level and the Resolution Time Service Level for a Solution in a single month, the Service Level Credit issued shall be based on the failed Service Level selected at County’s sole discretion, but not both.

4.7. Service Level Audits

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

4.8. Meetings

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

4.9. Additions, Deletions, and Modifications of Service Levels

Beginning in the Contract Year that is six (6) months after the Productive Use of the Licensed Software and every three (3) years thereafter, unless otherwise agreed in writing by the Parties, the Parties will meet to discuss the

addition, modification, or deletion of the Service Levels to account primarily for changes in technology and ongoing performance related issues. Any changes to Service Levels must be made in accordance with this Agreement.

5. SERVICE LEVEL FAILURES AND SERVICE LEVEL CREDITS

5.1. Service Level Failures

In the event that Contractor fails to meet any Service Level during an applicable calendar month (each such event, a “**Service Level Failure**”), then County shall be entitled to receive the Service Level Credits as set forth in Section 4 (Service Levels) and paid/credited as set forth below. Contractor shall not be responsible for any Downtime or Service Level Failure caused by the acts or omissions of County or its agents (each an “**Excluded Event**”). Contractor shall promptly notify County of any Service Level Failure.

5.2. Service Level Credits

5.2.1. Credits

Upon the occurrence of any Service Level Failure, Contractor shall issue to County a credit in the amount set forth in Section 4 (Service Levels) (“**Service Level Credit**”). If more than one (1) Service Level Failure has occurred in a single month, the monetary amount of the corresponding Service Level Credits shall be credited to County within thirty (30) calendar days after the delivery to County of the monthly Service Level report reflecting the corresponding Service Level Failure.

The total amount of Service Level Credits that Contractor will be obligated to credit to County, with respect to Service Level Failure(s), shall be reflected on the monthly Service Level report to be provided in accordance with Section 4.5 (Monthly Report Service Level), in the month following the Service Level Failure(s) giving rise to such Service Level Credit(s).

6. CORRECTIVE ACTION PLAN

In the event two (2) or more Class 1 Support Requests occur in any thirty (30) calendar day period during the Term of the Agreement, Contractor shall promptly investigate the root causes of such support issues and shall provide to County within seven (7) Business Days of the occurrence of the second Class 1 Support Request an analysis of such root causes and a proposed corrective action plan for County’s review, comment, and approval (the “**Corrective Action Plan**”). The Corrective Action Plan shall include, at a minimum: (a) a commitment by Contractor to devote the appropriate time, skilled Contractor Personnel, systems support and equipment, and/or resources to remedy and prevent any further occurrences of Class 1 Support Request issues; and (b) time frames for implementation of the Corrective Action Plan. There shall be no additional charge (other than those fees set forth in the Agreement) for Contractor’s implementation of such Corrective Action Plan in the timeframes and manner set forth in the Corrective Action Plan.

7. SERVICE OUTAGES

7.1. Scheduled Outages

Contractor shall notify County of scheduled Outages (“**Scheduled Outages**”) at least twenty-four (24) hours in advance, and make commercially reasonable efforts to schedule such Scheduled Outages between the hours of 1:00 a.m. and 5:00 a.m. Pacific Time on Sundays. Contractor-requested Scheduled Outages shall occur no more frequently than once per calendar month, except where Contractor determines that a Scheduled Outage outside the established hours is required to implement critical updates to maintain secure operation of the Licensed Software provided by the Hosting Services. For avoidance of doubt, Scheduled Outages that fall within the above maintenance window timeframes are excluded from the Availability calculation. Contractor may request extensions of Scheduled Outages beyond the aforementioned hours and with Approval by County, which may not be unreasonably withheld or delayed.

7.2. Unscheduled Outages

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

Unscheduled Outages and extensions of Scheduled Outages as described in Section 7.1 (Scheduled Outages), above, are not excluded from the Availability Service Level set forth above (i.e., an Outage, regardless of its cause, except due to an Excluded Event, shall not relieve Contractor of its obligation to achieve the Service Levels set forth herein).

8. SECURITY BREACHES

In the event of an attack or suspected breach of security against the Hosting Services and/or a Server impacting a County system, Contractor will take whatever reasonable steps are necessary to halt such action, including taking the Hosting Services down. Upon identification of a security Incident that requires notice to County under the Agreement, Contractor will promptly contact the person designated by County to discuss the security Incident, or, if the designated contact cannot be reached, the County help desk in accordance with the applicable timeframes set forth in the Agreement. However, if time is critical, action may be required before the contact can be reached. Contractor's actions will include, as appropriate:

- (A) Confirm the threat;
- (B) Deny access from the source of the attack;
- (C) Investigate the extent of the damage, if any;
- (D) Back-up the affected systems and those suspected to be affected;
- (E) Strengthen defenses everywhere potentially affected or vulnerable, not just the suspected path that the attacker used;
- (F) Contact the ISP where the threat or attack originated and/or law enforcement to work with Contractor's security team;
- (G) Produce an Error report as soon as commercially practicable, and in any event within five (5) Business Days, detailing Contractor's findings; and
- (H) Re-instate access after a set time period, but continue to monitor traffic from that source until risk of further attacks is deemed to be minimized.



EXHIBIT F (BUSINESS ASSOCIATE AGREEMENT)

TO THE

DATA CAPTURE AND CLINICAL DOCUMENTATION IMPROVEMENT SYSTEM
AND RELATED SERVICES AGREEMENT

EXHIBIT F

BUSINESS ASSOCIATE AGREEMENT

Pursuant to the Data Capture and Clinical Documentation Improvement System and Related Services Agreement by and between the County of Los Angeles (“**Covered Entity**” or “**County**”) and Accenture LLP (“**Business Associate**” or “**Contractor**”), Agreement No. H-711085, together with all Exhibits, Attachments, and Schedules thereto as may be amended from time to time (“**Agreement**”), Business Associate provides Services to Covered Entity and, in order to provide those Services, receives, has access to, or creates Protected Health Information.

County is a Covered Entity, as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“**HIPAA**”), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the “**HIPAA Rules**”).

Contractor performs or provides functions, activities, or services to County that require Contractor, in order to provide such functions, activities, or services, to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement (“**Business Associate Agreement**”) between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. DEFINITIONS

- 1.1. “Breach” has the same meaning as the term “breach” at 45 C.F.R. § 164.402.
- 1.2. “Business Associate” has the same meaning as the term “business associate” at 45 C.F.R. § 160.103. For the convenience of the parties, a “Business Associate” is a person or entity, other than a member of the workforce of Covered Entity, who performs functions or activities on behalf of, or provides certain services to, a Covered Entity that involve access by the Business Associate to Protected Health Information. A “Business Associate” also is a Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another Business Associate. In reference to the party to this Business Associate Agreement, “Business Associate” shall mean Contractor.
- 1.3. “Covered Entity” has the same meaning as the term “covered entity” at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, “Covered Entity” shall mean County.
- 1.4. “Data Aggregation” has the same meaning as the term “data aggregation” at 45 C.F.R. § 164.501.
- 1.5. “De-Identification” refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6. “Designated Record Set” has the same meaning as the term “designated record set” at 45 C.F.R. § 164.501.
- 1.7. “Disclose” and “Disclosure” mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate’s internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)

- 1.8. “Electronic Health Record” means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9. “Electronic Media” has the same meaning as the term “electronic media” at 45 C.F.R. § 160.103. For the convenience of the parties, Electronic Media means (1) electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via Electronic Media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10. “Electronic Protected Health Information” has the same meaning as the term “electronic protected health information” at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by Electronic Media; or (ii) maintained in Electronic Media.
- 1.11. “Health Care Operations” has the same meaning as the term “health care operations” at 45 C.F.R. § 164.501.
- 1.12. “Individual” has the same meaning as the term “individual” at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13. “Law Enforcement Official” has the same meaning as the term “law enforcement official” at 45 C.F.R. § 164.103.
- 1.14. “Minimum Necessary” refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
- 1.15. “Protected Health Information” has the same meaning as the term “protected health information” at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of these parties, Protected Health Information includes information that (i) relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present, or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. “Protected Health Information” includes Electronic Protected Health Information.
- 1.16. “Required by Law” has the same meaning as the term “required by law” at 45 C.F.R. § 164.103.
- 1.17. “Secretary” has the same meaning as the term “secretary” at 45 C.F.R. § 160.103.
- 1.18. “Security Incident” has the same meaning as the term “security incident” at 45 C.F.R. § 164.304.
- 1.19. “Services” means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor’s status as a Business Associate.
- 1.20. “Subcontractor” has the same meaning as the term “subcontractor” at 45 C.F.R. § 160.103.

- 1.21. “Unsecured Protected Health Information” has the same meaning as the term “unsecured protected health information” at 45 C.F.R. § 164.402.
- 1.22. “Use” or “Uses” means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination, or analysis of such Information within Business Associate’s internal operations. (See 45 C.F.R § 164.103.)
- 1.23. Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 2.1. Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, as explicitly authorized in the underlying Agreement, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2. Business Associate may Use Protected Health Information for De-Identification of the information if De-Identification of the information is (i) required to provide the Services, as defined under the Agreement, or (ii) to the extent otherwise required by the Agreement.
- 2.3. Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4. Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Minimum Necessary standard under the HIPAA Rules, including as set forth in 45 C.F.R. §164.502(b)(1).
- 2.5. Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6. Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is Disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was Disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.
- 2.7. Business Associate may provide Data Aggregation services relating to Covered Entity’s Health Care Operations only as requested by Covered Entity.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 3.1. Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2. Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3. Business Associate shall not Use or Disclose Protected Health Information for De-Identification of the information except as set forth in Section 2.2.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

- 4.1. Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.

- 4.2. Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

- 5.1. Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any successful Security Incident, and/or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.

5.1.1. Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Business Associate Agreement of which Business Associate becomes aware.

5.1.2. Business Associate shall report to Covered Entity any successful Security Incident of which Business Associate becomes aware. The parties acknowledge and agree that this Section 5.1.2 constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence or attempts of Unsuccessful Security Incidents for which no additional notice to Covered Entity shall be required. **“Unsuccessful Security Incidents”** means, without limitation, pings and other broadcast attacks on Business Associate’s firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, Use, or Disclosure of Protected Health Information.

5.1.3. Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.

- 5.2. Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.

5.2.1. Business Associate shall make a telephonic report as promptly as practicable, but in any event within forty-eight (48) hours, upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information to the County’s Enterprise Help Desk at **(323)-409-8000** that minimally includes, to the extent known (provided that Business Associate shall provide prompt updates as to information that Business Associate becomes aware of which Business Associate did not know at the time of its initial telephonic report to Covered Entity):

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of discovery of the non-permitted Use or Disclosure, successful Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;

- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, successful Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved); and
- (d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, successful Security Incident, or Breach.

5.2.2. Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, successful Security Incident, or Breach of Unsecured Protected Health Information to the Department of Health Services Enterprise Help Desk at **EHD@dhs.lacounty.gov**, that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, successful Security Incident, or Breach and the date of discovery of the non-permitted Use or Disclosure, successful Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, successful Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, successful Security Incident, or Breach;
- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, successful Security Incident, or Breach.

5.2.3. If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3. Business Associate may delay the notification required by Section 5.1.3, if a Law Enforcement Official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

- 5.3.1. If the Law Enforcement Official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.
- 5.3.2. If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

- 6.1. In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.
- 6.2. Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.
- 6.3. If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate (i) any contractual relationship with Subcontractor as it relates to the Covered Entity, and (ii) Subcontractor's further access to Covered Entity's Protected Health Information and require immediate return or destruction.
- 6.4. If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.
- 6.5. Without limiting the requirements of Section 6.1, Business Associate shall require Subcontractor to provide it with notification in the event of a Breach of Unsecured Protected Health Information in order for Business Associate to provide timely notice to Covered Entity.
- 6.6. Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7. Business Associate assures to Covered Entity that all Subcontractors associated with Covered Entity's data are held to applicable requirements.
- 6.8. Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

- 7.1. To the extent Covered Entity reasonably determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within five (5) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of applicable law, including 45 C.F.R. § 164.524 and California law.

If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within three (3) business days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.

- 7.2. To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

- 8.1. To the extent Covered Entity reasonably determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2. If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) business days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 9.1. Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives, or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
- 9.1.1. Any accounting of Disclosures provided by Business Associate under Section 9.1 shall include:
- (a) The date of the Disclosure;
 - (b) The name, and address if known, of the entity or person who received the Protected Health Information;
 - (c) A brief description of the Protected Health Information Disclosed; and
 - (d) A brief statement of the purpose of the Disclosure.
- 9.1.2. For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.
- 9.2. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
- 9.3. If any Individual requests an accounting of Disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) business days of the receipt of the request, and shall provide the requested accounting of Disclosures to the Individual(s) within fifteen (15) days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

- 10.1. To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).
- 10.2. Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

- 11.1. Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Laws (as that term is defined under the Agreement).
- 11.2. Unless prohibited by the Secretary, Business Associate shall promptly notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

- 12.1. Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION TO INDIVIDUALS

- 13.1. Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents, or Subcontractors, assist Covered Entity to provide Breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.
 - 13.1.1. Business Associate shall assist Covered Entity to notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.
 - 13.1.2. The notification shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible (and Business Associate shall provide all required information with respect to):
 - (a) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
 - (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
 - (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

- 13.2. Covered Entity, in its sole discretion, may establish the contact procedures described in Section 13.1.2.
- 13.3. Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, and including reasonable costs paid to third parties to assist Covered Entity to establish the contact procedures, prepare the notifications, and conduct the notification and publication processes, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in complying with its obligations under Section 13.1, including Section 13.1.2.

14. INDEMNIFICATION

- 14.1. Subject to Section 29.27 (Limitation of Liability) of the Agreement, Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all third-party liability, including but not limited to demands, claims, actions, fees, costs, expenses (including reasonable attorney fees and reasonable (as determined by a court of competent jurisdiction) expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), to the extent caused by Business Associate's breach of its obligations under this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California. Notwithstanding the foregoing, to the extent a third-party claim, including but not limited to demands, claims, actions, fees, costs, expenses, and penalties and/or fines, arises as a result of Business Associate's contractual relationship with Covered Entity, including Business Associate's use of third parties, regardless of cause, Contractor shall (i) perform the obligations set forth in Section 13 (Breach Notification to Individuals), and (ii) provide a defense and indemnify Covered Entity against any class action filed against Covered Entity.
- 14.2. Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to insurance and/or indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF COVERED ENTITY

- 15.1. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly, except to the extent that Business Associate has relied on such Uses or Disclosures, or where an exception under HIPAA expressly applies.
- 15.2. Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. TERM

- 16.1. Unless sooner terminated as set forth in Section 17 (Termination for Cause), the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 16.2. Notwithstanding Section 16.1, Business Associate's obligations under Sections 11 (Availability of Records), 14 (Indemnification), and 18 (Disposition of Protected Health Information Upon

Termination or Expiration) shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

- 17.1. In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.
- 17.2. In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

- 18.1. Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall upon request return or destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.
- 18.2. Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or Electronic Media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 18.3. Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.
 - 18.3.1. Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.
 - 18.3.2. Business Associate shall return or destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business

Associate's proper management and administration or to carry out its legal responsibilities.

- 18.4. Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or destroyed as provided for in Section 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

- 19.1. Subject to any applicable privilege of Business Associate (such as attorney-client privilege), Covered Entity reserves the right to, no more than once per year (or more frequently in the event of a Security Incident), conduct a reasonable inspection of the books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose of determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in Section 17 (Termination for Cause). Business Associate shall not be required to disclose any information related to any of its other customers.
- 19.2. Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.
- 19.3. At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties. Business Associate shall not be required to disclose any information related to any of its other customers.
- 19.4. That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.
- 19.5. Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 19.6. Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to inspection and/or audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

- 20.1. Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2. HIPAA Requirements. The parties agree that the provisions under HIPAA Rules that are Required by Law to be incorporated into this Business Associate Agreement are hereby incorporated into this Business Associate Agreement.
- 20.3. No Third-Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

- 20.4. Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 20.5. Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6. Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7. Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.



EXHIBIT G (GLOSSARY)

TO THE

DATA CAPTURE AND CLINICAL DOCUMENTATION IMPROVEMENT SYSTEM AND RELATED SERVICES AGREEMENT

EXHIBIT G

GLOSSARY

This Exhibit G (Glossary) is an attachment and addition to the Data Capture and Clinical Documentation Improvement System and Related Services Agreement (the “**Agreement**”), Agreement No. H-711085 entered into by and between the County of Los Angeles (“**County**”) and Accenture LLP (“**Contractor**”), and is incorporated into the Agreement by reference hereof. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.

1. 24X7X365

“**24x7x365**” means 24 hours a day, 7 days a week, 365 days a year.

2. ACCENTURE

“**Accenture**” shall have the meaning specified in Section 2.1.1 (Contractor Performance) of the Agreement.

3. ACCEPTANCE CERTIFICATE

“**Acceptance Certificate**” shall have the meaning specified in Section 9.13 (Approval of Key Deliverables) of the Agreement.

4. ACCEPTANCE CRITERIA

“**Acceptance Criteria**” shall have the meaning specified in Section 12.1 (Acceptance Criteria) of the Agreement.

5. ACCEPTANCE TESTS

“**Acceptance Tests**” shall have the meaning specified in Section 12.2 (Acceptance Tests) of the Agreement.

6. ACCESS CONTROL OR AC

“**Access Control**” or “**AC**” shall mean the selective restriction of access to a place or other resource.

7. ADDITIONAL TERMS

“**Additional Terms**” shall have the meaning specified in Section 29.6 (Entire Agreement) of the Agreement.

8. AFFILIATED USER

“**Affiliated User**” shall have the meaning specified in Section 2.2 (County) of the Agreement.

9. AGREEMENT

“**Agreement**” shall have the meaning specified in the Preamble of the Agreement.

10. AI

“**AI**” shall have the meaning specified in Recital D(2) of the Agreement.

11. AMENDMENT

“**Amendment**” shall have the meaning specified in Section 13.4 (Amendments) of the Agreement.

12. API

“**API**” shall have the meaning specified in Section 9.6 (Interfaces) of the Agreement.

13. APPROVAL

“**Approve,**” “**Approval,**” or “**Approved**” shall mean (i) as to a Deliverable, the written acceptance or other required approval by the County Project Manager (or his or her designee) of a specifically identified Deliverable or any other item under a Statement of Work requiring County approval; (ii) as to a Key Deliverable, the written acceptance or other required approval by the County Project Director of that Key Deliverable as set forth in Section 9.13 (Approval of Key Deliverables) of the Agreement; and (iii) as to any other item requiring County approval, the written

acceptance or other required approval by DHS's Chief Information Officer (or his or her designee) or the County Project Director (or his or her designee) of such item.

14. APPROVED REASSIGNMENT

"Approved Reassignment" shall have the meaning specified in Section 1.4 (Contractor Key Employees) of Exhibit T (Project Team and Governance).

15. ATTACHMENT

"Attachment" shall have the meaning specified in the Preamble of the Agreement.

16. AVAILABLE

"Available" shall have the meaning specified in Section 4.3 (Availability Service Level) of Exhibit E (Service Levels and Performance Standards).

17. AVAILABILITY

"Availability" shall have the meaning specified in Section 4.3 (Availability Service Level) of Exhibit E (Service Levels and Performance Standards).

18. BAA OR BUSINESS ASSOCIATE AGREEMENT

"Business Associate Agreement" or **"BAA"** shall have the meaning specified in Section 2.1.6(B)(2) (Subcontracting Requirements for Non-Subprocessor Key Subcontractors) of the Agreement. The BAA as of the Effective Date is attached as Exhibit F (Business Associate Agreement).

19. BACKGROUND CHECK

"Background Check" shall have the meaning specified in Section 17.1.14 (Background Checks) of the Agreement.

20. BEST PRACTICES

"Best Practices" means those proven methods and techniques used by Contractor (regardless of whether such Best Practices are Contractor intellectual property) to deliver services similar to the Services across multiple clients of Contractor, including as such Best Practices are modified or replaced with improved methods and techniques from time to time during the Term of this Agreement.

21. BOARD OF SUPERVISORS OR BOARD

"Board of Supervisors" or **"Board"** shall have the meaning specified in Recital C of the Agreement.

22. BUSINESS DAY(S)

"Business Day(s)" whether singular or plural, shall mean Monday through Friday, excluding County observed holidays, unless stated otherwise.

23. BUSINESS OBJECTIVES

"Business Objectives" shall mean (i) the business objectives described in Recital E of the Agreement and the business objectives described in Exhibit H (Business Objectives).

24. CAC

"CAC" shall have the meaning specified in Recital D(4) of the Agreement.

25. CACDI

"CACDI" shall have the meaning specified in Recital D(3) of the Agreement.

26. CERTIFICATES

"Certificates" shall have the meaning specified in Section 24.2(A) (Evidence of Coverage and Notice) of the Agreement.

27. CERTIFICATION OF PERFORMANCE VERIFICATION AND FINAL ACCEPTANCE

“**Certification of Performance Verification and Final Acceptance**” shall have the meaning specified in Section 12.5.3 (Final Acceptance) of the Agreement.

28. C.F.R.

“**C.F.R.**” shall have the meaning specified in Section 19.13 (Compliance with Federal and State Confidentiality Requirements) of the Agreement.

29. CHANGE NOTICE

“**Change Notice**” shall have the meaning specified in Section 13.2 (Change Notices) of the Agreement.

30. CHANGE ORDER

“**Change Order**” shall mean the terms of any Optional Work agreed to by County and Contractor applicable to the provision of New Software and/or Professional Services by Contractor, as specified in Sections 13.3 (Change Orders) and 9.8 (Optional Work) of the Agreement.

31. CLASS 1 WORK PRODUCT

“**Class 1 Work**” shall have the meaning specified in Section 18.1(A) (Work Product) of the Agreement.

32. CLASS 2 WORK PRODUCT

“**Class 2 Work Product**” shall have the meaning specified in Section 18.1(B) (Work Product) of the Agreement.

33. CONFIDENTIALITY/INTEGRITY/AVAILABILITY

“**Confidentiality/Integrity/Availability**” shall mean data, objects, and resources are protected from unauthorized viewing and other access; data is protected from unauthorized changes to ensure that it is reliable and correct; and authorized users have access to the systems and the resources they need.

34. CONTINUITY COMMITMENT

“**Continuity Commitment**” shall have the meaning specified in Section 1.1 (Project Directors) of Exhibit T (Project Team and Governance).

35. CONTRACT YEAR

“**Contract Year**” shall mean each twelve (12) month period commencing on the Effective Date (or anniversary thereof), and ending on the following day prior to the anniversary of the Effective Date. For example, Contract Year 1 shall be the period from August 13, 2024 through August 12, 2025.

36. CONTRACTOR

“**Contractor**” shall have the meaning specified in the Preamble of the Agreement.

37. CONTRACTOR INFORMATION

“**Contractor Information**” shall have the meaning specified in Section 19.16 (Contractor Information) of the Agreement.

38. CONTRACTOR KEY EMPLOYEES

“**Contractor Key Employees**” means the Contractor Project Director and any other individuals employed in the positions identified in Exhibit J (Contractor Key Employees), collectively.

39. CONTRACTOR PERSONNEL

“**Contractor Personnel**” shall mean all of Contractor’s employees, independent contractors, consultants, agents, and subcontractors who perform Contractor’s obligations under this Agreement.

40. CONTRACTOR PRIMARY DATA CENTER

“**Contractor Primary Data Center**” shall mean, as to Hosting Services not provided using a Subprocessor, the principal data center facility in which the Hosting Environment shall operate throughout the Term of the Agreement.

41. CONTRACTOR PROFESSIONAL SERVICES FEE PROJECTION

“**Contractor Professional Services Fee Projection**” shall have the meaning specified in Section 14.6.2(B) (Time and Materials) of the Agreement.

42. CONTRACTOR PROJECT DIRECTOR

“**Contractor Project Director**” shall have the meaning specified in Section 1.1 (Project Directors) of Exhibit T (Project Team and Governance).

43. CONTRACTOR PROJECT MANAGER

“**Contractor Project Manager**” shall have the meaning specified in Section 1.2 (Contractor Project Manager) of Exhibit T (Project Team and Governance).

44. CONTRACTOR SECONDARY DATA CENTER

“**Contractor Secondary Data Center**” shall mean, as to Hosting Services not provided using a Subprocessor, a fail-over recovery data center facility, in which the Hosting Environment shall operate and provide business continuity Services throughout the Term of the Agreement, in the event of Contractor’s inability to provide the Hosting Services from Contractor Primary Data Center.

45. CONTRACTOR SUPPORT SERVICES MANAGER

“**Contractor Support Services Manager**” shall have the meaning specified in Section 4.1 (Contractor Support Services Manager Responsibilities) of Exhibit A.2 (Support Services and Maintenance SOW).

46. CONTRACT SUM

“**Contract Sum**” shall mean the total monetary amount payable by County to Contractor hereunder, as specified in Section 14.1 (Maximum Contract Sum) of the Agreement.

47. CORRECTIVE ACTION PLAN

“**Corrective Action Plan**” shall have the meaning specified in Section 6 (Corrective Action Plan) of Exhibit E (Service Levels and Performance Standards).

48. COUNTY

“**County**” shall have the meaning specified in the Preamble of the Agreement.

49. COUNTY AND ITS AGENTS

“**County and its Agents**” shall have the meaning specified in Section 24.3 (Additional Insured Status and Scope of Coverage) of the Agreement.

50. COUNTY DESIGNEE

“**County Designee**” shall have the meaning specified in Section 2.3 (County Designee) of the Agreement.

51. COUNTY INFORMATION

“**County Information**” shall have the meaning specified in Section 19.1 (County Information Defined) of the Agreement.

52. COUNTY’S MITIGATION ACTS

“**County’s Mitigation Acts**” shall have the meaning specified in Section 23.2(C) (Intellectual Property Indemnification) of the Agreement.

53. COUNTY PROJECT DIRECTOR

“**County Project Director**” shall have the meaning specified in Section 1.1 (Project Directors) of Exhibit T (Project Team and Governance).

54. COUNTY PROJECT MANAGER

“**County Project Manager**” shall have the meaning specified in Section 1.3 (County Project Manager) of Exhibit T (Project Team and Governance).

55. COUNTY PROPERTY

“**County Property**” shall have the meaning specified in Section 18.3 (Use of County Property) of the Agreement.

56. COUNTY SYSTEMS

“**County Systems**” shall have the meaning specified in Section 21 (Communication Systems and Access to Information) of the Agreement.

57. COUNTY’S BUSINESS ASSOCIATE AGREEMENT

“**County’s Business Associate Agreement**” or “**County’s BAA**” shall have the meaning specified in Section 2.1.6 (Subcontracting Requirements for Non-Subprocessor Key Subcontractors) of the Agreement. The County’s BAA as of the Effective Date is attached as Exhibit F (Business Associate Agreement).

58. COUNTY’S CONFIDENTIALITY AGREEMENT

“**County’s Confidentiality Agreement**” shall have the meaning specified in Section 2.1.6 (Subcontracting Requirements for Non-Subprocessor Key Subcontractors) of the Agreement. The County’s Confidentiality Agreement as of the Effective Date is attached as Exhibit Q (Confidentiality Agreement).

59. CRITICAL PATH ESCALATION ISSUES

“**Critical Path Escalation Issues**” are defined as those issues directly and adversely impacting Contractor’s or County’s ability (as appropriate) to effectively meet such parties duties and obligations as specified in the applicable Statement of Work and which cannot be appropriately resolved or mitigated through adjustments to the Statement of Work without (a) affecting the date of completion of the Services, (b) materially impacting the costs of delivering the Services, or (c) increasing the total project costs.

60. CRITICAL PATH ITEM

“**Critical Path Item**” shall have the meaning specified in Section 4.2.4 (Resolution Time Service Level) of Exhibit E (Service Levels and Performance Standards).

61. CROSS-OVER ISSUES

“**Cross-Over Issues**” shall have the meaning specified in Section 28.1 (Cross-Over Issues) of the Agreement.

62. DELIVERABLES

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

63. DATA CAPTURE AND CLINICAL DOCUMENTATION IMPROVEMENT SYSTEM OR DCCDIS

“**Data Capture and Clinical Documentation Improvement System**” or “**DCCDIS**” shall have the meaning specified in Recital D of the Agreement.

64. DESIGNATED TEST

“**Designated Test**” shall have the meaning specified in Section 12.6 (Failed Testing) of the Agreement.

65. DESTRUCTIVE MECHANISMS

“**Destructive Mechanisms**” means computer code that: (a) is designed to disrupt, disable, harm, or otherwise impede in any manner, including aesthetic disruptions or distortions, the operation of the Licensed Software, Deliverables, Services, or any other software, firmware, hardware, computer system or network (sometimes referred to as “viruses” or “worms”); (b) would disable or impair the Licensed Software, Deliverables, Services, or any other software, firmware, hardware, computer systems or networks in any way where such disablement or impairment is caused by the passage of time, exceeding an authorized number of copies, advancement to a particular date or other numeral (sometimes referred to as “time bombs,” “time locks” or “drop dead” devices); (c) would permit Contractor to access the Licensed Software, Deliverables, Services, or any other software, firmware, hardware, computer systems or networks to cause such disablement or impairment (sometimes referred to as “traps,” “access codes” or “trap door” devices); or (d) which contains any other similar harmful, malicious or hidden procedures, routines or mechanisms which would cause such Licensed Software, Deliverables, Services, or other programs to cease functioning or to damage or corrupt data, storage media, programs, equipment or communications or otherwise interfere with operations.

66. DHS

“**DHS**” shall have the meaning specified in Recital B of the Agreement.

67. DIALOG

“**Dialog**” shall mean a query communicated from the System to a provider through the EHR System via a pop-up window, prompt, or other similar mechanism.

68. DISASTER RECOVERY/BUSINESS CONTINUITY PLAN OR DR/BC PLAN

“**Disaster Recovery/Business Continuity Plan**” or “**DR/BC Plan**” shall have the meaning specified in Section 1 (Business Continuity and Disaster Recovery Plan) of Exhibit M.1 (Disaster Recovery and Business Continuity Requirements).

69. DISPLACED/RENAMED PRODUCT

“**Displaced/Renamed Product**” shall have the meaning specified in Section 3.2 (Revisions) of the Agreement.

70. DISPUTE RESOLUTION PROCEDURE

“**Dispute Resolution Procedure**” shall have the meaning specified in Section 26(A) (Dispute Resolution Procedure) of the Agreement.

71. DOCUMENTATION

“**Documentation**” shall have the meaning specified in Section 3.3 (Documentation) of the Agreement.

72. DOLBEY

“**Dolbey**” shall have the meaning specified in Section 2.1.1 (Contractor Performance) of the Agreement.

73. DOWNTIME

“**Downtime**” shall have the meaning specified in Section 4.3 (Availability Service Level) of Exhibit E (Service Levels and Performance Standards).

74. DUE DATE

“**Due Date**” shall have the meaning specified in Section 14.3.2 (Credits to County) of the Agreement.

75. DOCUMENTATION DEFICIENCY

“**Documentation Deficiency**” shall mean an instance / portion of provider documentation in the medical record where there is (i) lack of acknowledgment or description of a diagnosis, procedure, or condition that may be suggested by other data available; or (ii) missing when required for compliance / billing / quality purposes.

Uncertainty is implied with each documentation deficiency and final accountability for accuracy of documentation lies with providers. Other data includes but is not limited to:

- (A) Patient characteristics (demographics, vital signs, other clinical notes / documentation, results of diagnostic studies / procedures, lab tests, outside records, patient generated data)
- (B) Encounter characteristics such as location, venue, specialty, time, etc.
- (C) Provider characteristic such as specialty, level of training / hierarchical authority, role on care team, etc.
- (D) Document characteristics such as note type, headers / templates, authentication status, evidence of supervision.

76. EFFECTIVE DATE

“**Effective Date**” shall have the meaning specified in the Preamble of the Agreement.

77. EHR SYSTEM OR EHR

“**EHR System**” or “**EHR**” shall have the meaning specified in Recital D(2) of the Agreement.

78. EMPLOYMENT CLAIM(S)

“**Employment Claim(s)**” shall have the meaning specified in Section 16.2 (Employment Related Claims) of the Agreement.

79. ENHANCED SUPPORT PERIOD

“**Enhanced Support Period**” shall have the meaning specified in Section 5.2 (Definition of Enhanced Support Period) of Exhibit A.2 (Support Services and Maintenance Statement of Work).

80. ENHANCEMENT

“**Enhancement**” means any modification to any Licensed Software designed to improve its operation, usefulness, or completeness that is made Generally Available (excluding Error Corrections) to clients.

81. ERISA

“**ERISA**” shall have the meaning specified in Section 16.3 (No Eligibility for Benefits) of the Agreement.

82. ERROR

“**Error**” means (i) with respect to Licensed Software, Services, or Deliverables, a failure of the Licensed Software, Services, or Deliverables to conform to its Specifications; or (ii) with respect to the Licensed Software, a failure that impairs the performance of the Licensed Software when operated in accordance with the Agreement.

83. ERROR CORRECTION

“**Error Correction**” means (i) with respect to Licensed Software, either a modification to the Licensed Software that corrects an Error in all material respects, or a procedure or routine that, when implemented in the regular operation of that Licensed Software, eliminates the adverse effect of the Error in all material respects; and (ii) with respect to Services or Deliverables, modification, workaround, or performance that corrects an Error in all material respects or eliminates the adverse effects of the Error in all material respects.

84. ESCROW

“**Escrow**” shall have the meaning specified in Section 4.1 (Escrow Agent and Release Conditions) of the Agreement.

85. ESCROW AGENT

“**Escrow Agent**” shall have the meaning specified in Section 4.1 (Escrow Agent and Release Conditions) of the Agreement.

86. ESCROW AGREEMENT

“**Escrow Agreement**” shall have the meaning specified in Section 4.1 (Escrow Agent and Release Conditions) of the Agreement.

87. EXCLUDED EVENT

“**Excluded Event**” shall have the meaning specified in Section 5.1 (Service Level Failures) of Exhibit E (Service Levels and Performance Standards).

88. EXHIBIT

“**Exhibit**” shall have the meaning specified in the Preamble of the Agreement.

89. EXISTING SYSTEM

“**Existing System**” shall have the meaning specified in Section 17.1.9 (System Configuration Warranty) of the Agreement.

90. FINAL ACCEPTANCE

“**Final Acceptance**” shall have the meaning specified in Section 12.5.3 (Final Acceptance) of the Agreement.

91. FINALLY DETERMINED

“**Finally Determined**” means when a claim or dispute has been (a) finally determined by a court of competent jurisdiction, arbitration, mediation, or other agreed-upon governing party and either (1) no associated appeal has timely been sought if capable of being sought, or (2) appellate rights properly exercised have otherwise been exhausted, or (b) if, pursuant to the Dispute Resolution Procedure, the Parties mutually agree to a resolution.

92. FIXED HOURLY RATE

“**Fixed Hourly Rate**” shall have the meaning specified in Section 2 (Rate Card Adjustments) of Exhibit C.3 (Contractor Professional Services Rate Card).

93. FOB

“**FOB**” shall have the meaning specified in Section 8 (Hardware) of the Agreement.

94. FORCE MAJEURE EVENTS

“**Force Majeure Events**” shall have the meaning specified in Section 29.2(A) (Force Majeure) of the Agreement.

95. GENERALLY AVAILABLE

“**Generally Available**” shall mean available as a non-development product and licensed, distributed, or available for purchase in the general commercial marketplace.

96. GO-LIVE

“**Go-Live**” shall have the meaning specified in Section 12.3 (Productive Use) of the Agreement.

97. HARDWARE

“**Hardware**” shall have the meaning specified in Section 8 (Hardware) of the Agreement.

98. HIGH AVAILABILITY

“**High Availability**” shall have the meaning specified in Section 5 (Recovery Time Requirement) of Exhibit M.1 (Disaster Recovery and Business Continuity Requirements).

99. HIPAA

“**HIPAA**” shall have the meaning specified in Section 19.13 (Compliance With Federal and State Confidentiality Requirements) of the Agreement.

100. HOSTING ENVIRONMENT

“**Hosting Environment**” shall mean (i) the Contractor Primary Data Center and Contractor Secondary Data Center (as to Hosting Services not provided using a Subprocessor); (ii) all Subprocessing Availability Zones and storage, networking, and computing processing resources configured in such Subprocessing Availability Zones (as to Hosting Services provided using Subprocessors); and (iii) all facilities, personnel, Hosting Hardware and Hosting Software and all requirements specified in Section 3 (Hosting Environment) of Exhibit M (Additional Hosting Services Terms and Conditions).

101. HOSTING ERROR CORRECTION

“**Hosting Error Correction**” means (i) with respect to Hosting Environment, either a modification, workaround, or other change to the Hosting Software or Hosting Hardware that corrects an Error in all material respects, or a procedure or routine that, when implemented in the regular operation of the Hosting Environment, eliminates the adverse effect of the Error in all material respects, and (ii) with respect to Hosting Services or Deliverables, a modification, workaround, or other change that corrects an Error in all material respects or eliminates the adverse effects of the Error in all material respects.

102. HOSTING HARDWARE

“**Hosting Hardware**” shall mean hardware and equipment of any nature (e.g., Servers, networking equipment, switches, routers, power infrastructure), utilized in the Hosting Environment to provide the Hosting Services.

103. HOSTING REVISIONS

“**Hosting Revisions**” shall mean as to the Hosting Software (i) new features, new functionality, and performance improvements, (ii) bug fixes, patches, updates, and any other revisions or enhancements of any kind that correct an Error or address common functional and performance issues, including Hosting Error Correction; (iii) updates, revisions, or enhancements; (iv) any modification to the Hosting Software designed to improve its operation, usefulness, or completeness that is made Generally Available by Contractor (excluding Error Corrections) to its clients; and (v) modifications, workarounds, or other changes required in order for the Hosting Software to remain compliant with applicable federal, State and local laws and regulations.

104. HOSTING SERVICES

“**Hosting Services**” shall have the meaning specified in Section 1.1 (In General) of Exhibit M (Additional Hosting Services Terms and Conditions).

105. HOSTING SOFTWARE

“**Hosting Software**” shall mean software of any nature (e.g., operating systems, presentation layer software, applications, utilities, tools, firmware and security) utilized in the Hosting Environment to provide the Hosting Services.

106. IMPLEMENTATION FEES

“**Implementation Fees**” shall have the meaning specified in Section 14.3.1 (Implementation Fees) of the Agreement.

107. IMPLEMENTATION SERVICES

“**Implementation Services**” shall mean the Services as set forth in Section 9.4 (Implementation Services) and as further specified in Exhibit A.1 (Data Capture and Clinical Documentation Improvement System Statement of Work).

108. INCIDENT

“**Incident**” shall mean the attempted or successful unauthorized (i) access, use, disclosure, modification, destruction, sharing, application, examination, analysis, release, transfer, or divulging in any other manner (whether oral, electronic, or in writing) of County Information; or (ii) interference with any equipment or interconnected system or subsystem of equipment or technology assets. However, Incident does not include unsuccessful attempts to penetrate computer networks or servers maintained or utilized by Contractor that are immaterial incidents that occur on a routine basis and that do not constitute an actual threat to the County and the County Information.

109. INDEMNIFIED ITEMS

“**Indemnified Items**” shall have the meaning specified in Section 23.2(A) (Intellectual Property Indemnification) of the Agreement.

110. INFORMATION MANAGEMENT PROGRAMS

“**Information Management Programs**” shall have the meaning specified in Section 2.2 (Privacy Program) of Exhibit K (Information Security Requirements).

111. INFRINGEMENT CLAIM(S)

“**Infringement Claim(s)**” shall have the meaning specified in Section 23.2(A) (Intellectual Property Indemnification) of the Agreement.

112. INITIAL SUPPORT TERM

“**Initial Support Term**” shall have the meaning specified in Section 1.2 (Initial and Renewal Support Terms for Support Services) of the Agreement.

113. INTEGRAL THIRD-PARTY SOFTWARE

“**Integral Third-Party Software**” shall mean all software licensed, leased, or otherwise obtained from a third-party which is (i) embedded in, (ii) incorporated into (excluding Interfacing to), or (iii) essential to the proper operation of, the Licensed Software.

114. INTERFACE(S)

“**Interface(s)**” when used as a noun, shall mean either a computer program developed by, or licensed to, County or Contractor to (i) translate or convert data from County or Contractor format into another format used at County as a standard format, or (ii) translate or convert data in a format used by Contractor or a third-party to a format supported at County or vice versa. “**Interface**” when used as a verb, shall mean to operate as described above.

115. INTERFERING ACTS

“**Interfering Acts**” shall have the meaning specified in Section 9.14 (Interfering Acts) of the Agreement.

116. INTERNET PROTOCOL SECURITY OR IPSEC

“**Internet Protocol Security**” or “**IPsec**” shall have the meaning specified in Section 3.4(A) (Hosting Environment Security and WAN Connectivity) of Exhibit M (Additional Hosting Services Terms and Conditions).

117. INTEROPERABLE

“**Interoperable**” shall have the meaning ascribed to the term “interoperable” under 42 C.F.R. §411.351 as follows (and the variations of Interoperable used herein shall have their meanings determined from the following): “Interoperable means able to communicate and exchange data accurately, effectively, securely, and consistently with different information technology systems, software applications, and networks, in various settings; and exchange data such that the clinical or operational purpose and meaning of the data are preserved and unaltered.” However, if and to the extent that a different definition of Interoperable is adopted by the Department of Health and Human Services for use in describing information exchange functionality in connection with defining meaningful use of certified DCCDIS technology within the meaning of the HITECH Act, then that different definition shall apply for purposes of this Agreement.

118. INTEROPERATE

“**Interoperate**” shall mean to operate as described in the definition of “Interoperable.”

119. KEY DELIVERABLE

“**Key Deliverable**” shall have the meaning specified in Section 14.3.2 (Credits to County) of the Agreement.

120. KEY MILESTONE(S)

“**Key Milestone(s)**”, whether singular or plural, shall mean Milestones under the Agreement identified as “Key” in a Statement of Work, Exhibit, Attachment, Schedule, or any document associated with the foregoing.

121. KEY MILESTONE ALLOCATION

“**Key Milestone Allocation**” shall have the meaning specified in Section 15.6(A) (Holdbacks) of the Agreement.

122. KEY MILESTONE SCHEDULED DURATION

“**Key Milestone Scheduled Duration**” shall have the meaning specified in Section 15.6(A) (Holdbacks) of the Agreement.

123. KEY SUBCONTRACTOR

“**Key Subcontractor**” shall have the meaning specified in Section 2.1.2 (Key Subcontractors) of the Agreement.

124. LEGAL REQUIREMENTS

“**Legal Requirements**” shall have the meaning specified in Section 17.1.13 (Legal Requirements) of the Agreement.

125. LICENSE

“**License**” shall have the meaning specified in Section 3 (Licensed Software) of the Agreement.

126. LICENSED SOFTWARE

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

127. LICENSED SOFTWARE REQUIREMENTS

“**Licensed Software Requirements**” shall mean the Licensed Software Specifications, requirements, and standards set forth in Exhibit A.3 (Licensed Software Requirements).

128. LICENSE TERM

“**License Term**” shall have the meaning specified in Section 1.3 (Term of Statements of Work; License Term) of the Agreement.

129. MAXIMUM ALLOWABLE OUTAGE

“**Maximum Allowable Outage**” shall have the meaning specified in Section 5 (Recovery Time Requirement) of Exhibit M.1 (Disaster Recovery and Business Continuity Requirements).

130. MAXIMUM FIXED PRICE

“**Maximum Fixed Price**” shall mean the maximum amount to be paid by County to Contractor for any Optional Work approved by County to be provided by Contractor in accordance with Section 9.8 (Optional Work) of the Agreement.

131. MILESTONE(S)

“**Milestone(s)**”, whether singular or plural, shall mean the date identified for completion of a specific subset of the Services as specified in a Statement of Work, Exhibit, Attachment, Schedule, or any document associated with the foregoing.

132. MILESTONE PAYMENTS

“**Milestone Payments**” shall have the meaning specified in Section 2.1 (Milestone Payments) of Exhibit C (Fees; Professional Services Rates) to the Agreement.

133. MODULE

“**Module**” shall mean a self-contained unit of the Licensed Software that has its own discrete function and may be separately compiled.

134. MONTHLY KEY MILESTONE PAYMENT

“**Monthly Key Milestone Payment**” shall have the meaning specified in Section 15.6(A) (Holdbacks) of the Agreement.

135. NATURAL DEGENERATION

“**Natural Degeneration**” shall have the meaning specified in Section 4.2 (Natural Degeneration) of the Agreement.

136. NETWORK ADDRESS TRANSLATION OR NAT

“**Network Address Translation**” or “**NAT**” shall have the meaning specified in Section 3.4(b) (Hosting Environment Security) of Exhibit M (Additional Hosting Services Terms and Conditions).

137. NEW CACDI PRODUCT

“**New CACDI Product**” shall have the meaning specified in Section 6.2 (Replacement Product (CDE One)) of the Agreement.

138. NEW SOFTWARE

“**New Software**” means any function or module that is (i) not included in the Licensed Software marketed by Contractor as of the Effective Date, (ii) not related to the primary function for which the Licensed Software is used by County, and (iii) not otherwise to be provided to County under this Agreement as a Revision to the Licensed Software, which Contractor may provide following Go-Live upon County’s request therefor in the form of Optional Work in accordance with Section 9.8 (Optional Work) of the Agreement.

139. NLP

“**NLP**” shall have the meaning specified in Recital D(2) of the Agreement.

140. NUANCE

“**Nuance**” shall have the meaning specified in Section 2.1.1 (Contractor Performance) of the Agreement.

141. OPENLINK

“**OpenLink**” shall mean County’s Interface engine as of the Effective Date.

142. OPTIONAL WORK

“**Optional Work**” shall mean New Software and/or Professional Services, which may be provided by Contractor to County upon County’s request and approval in accordance with Section 9.8 (Optional Work) and identified appropriately in Exhibit C.1 (Optional Work).

143. OUTAGE

“**Outage**” shall have the meaning specified in Section 4.3 (Availability Service Level) of Exhibit E (Service Levels and Performance Standards).

144. PARTY OR PARTIES

“**Party**” or “**Parties**” shall have the meaning specified in the Preamble of the Agreement.

145. PERFORMANCE VERIFICATION REPORT

“**Performance Verification Report**” shall have the meaning specified in Section 12.5.2 (Performance Verification Report) of the Agreement.

146. PERSONAL DATA

“**Personal Data**” shall have the meaning specified in Section 19.8 (Personal Data) of the Agreement.

147. PERSONALLY IDENTIFIABLE INFORMATION

“**Personally Identifiable Information**” shall have the meaning specified in Section 2 (Personally Identifiable Information) of Exhibit U (Contractor Diligence and Information Security Questionnaire).

148. PLANNED ASSIGNMENT

“**Planned Assignment**” shall have the meaning specified in Section 19.16.1(A) (Assignment by Contractor) of the Agreement.

149. POOL DOLLARS

“**Pool Dollars**” shall mean, absent an Amendment in accordance with Section 13 (Changes to Agreement), the maximum amount allocated under this Agreement for: (i) the provision by Contractor of Optional Work, including New Software and Professional Services, approved by County in accordance with the terms of this Agreement; and (ii) taxes due and payable by County, if any, resulting from changes in the tax laws after the Effective Date in accordance with Section 15.3 (Sales/Use Tax) of this Agreement.

150. PRIVACY AND SECURITY LAWS

“**Privacy and Security Laws**” shall have the meaning specified in Section 19.13 (Compliance With Federal and State Confidentiality Requirements) of the Agreement.

151. PRIVACY PROGRAM

“**Privacy Program**” shall have the meaning specified in Section 2.2 (Privacy Program) of Exhibit K (Information Security Requirements).

152. PROCESS OR PROCESSING

“**Process**” or “**Processing**” shall mean any operation or set of operations performed upon the Personal Data, whether or not by automatic means, including collection, recording, organization, use, transfer, disclosure, storage, manipulation, combination and deletion of Personal Data.

153. PRODUCTION ENVIRONMENT

“**Production Environment**” shall mean the Existing System, together with any Hardware and Contractor’s Recommended Configuration, set up for Productive Use of the Licensed Software.

154. PRODUCTIVE USE

“**Productive Use**” shall mean the actual use of the Licensed Software in the Production Environment to process actual data in County’s day-to-day operations commencing from the point of Go-Live.

155. PROFESSIONAL SERVICES

“**Professional Services**” shall mean consulting services, additional training and/or customizations, which Contractor may provide following Go-Live upon County’s request therefor in the form of Optional Work in accordance with Section 9.8 (Optional Work) of the Agreement.

156. PROJECT OVERRUN

“**Project Overrun**” shall have the meaning specified in Section 14.6.2(B) (Time and Materials) of the Agreement.

157. PROJECT SCHEDULE

“**Project Schedule**” shall mean the agreed upon timeline for Implementation Services tasks, subtasks, and Deliverables specified in Exhibit A (Statement of Work).

158. PROJECT WORK PLAN OR PWP

“**Project Work Plan**” or “**PWP**” shall have the meaning specified in Subtask 1.1 (Develop and Maintain Detailed Project Work Plan) of Exhibit A.1 (Data Capture and Clinical Documentation Improvement System Statement of Work).

159. PROPOSAL

“**Proposal**” means the proposal provided by Contractor in response to the RFP, as supplemented by all written correspondence of Contractor to clarify such proposal, the applicable portions of which are attached collectively as Exhibit V (Contractor Proposal).

160. PROPOSER/CONTRACTOR

“**Proposer/Contractor**” shall have the meaning specified in Section 30.25 (Prohibition From Participation in Future Solicitations(s)) of the Agreement.

161. PROTECTED HEALTH INFORMATION

“**Protected Health Information**” or “**PHI**” shall have the meaning specified in Section 1.15 (Definitions) of Exhibit F (Business Associate Agreement).

162. PROVIDER

“**Provider**” shall mean any clinician involved in clinical care for patients, including but not limited to: Attending physicians, Fellows, Residents, Interns, Physician Assistants, Nurse practitioners, registered nurses, physical therapists, dietitians, respiratory therapists, social workers, care coordinators, spiritual care staff / chaplains, medical students.

163. QUERY

“**Query**” shall mean a communication to a provider regarding a documentation deficiency or specificity deficiency that is intended to aid the provider to improve accuracy and completeness of clinical documentation. All queries are questions, not directives, and must be individually reviewed by providers for accuracy and validity in the medical record for each clinical circumstance and patient.

164. QUESTIONNAIRE

“**Questionnaire**” shall mean the Contractor Diligence and Information Security Questionnaire in Exhibit U (Contractor Diligence and Information Security Questionnaire).

165. RECOMMENDED CONFIGURATION

“**Recommended Configuration**” shall mean the computer platform(s), operating system(s), applications, interface engine, network infrastructure, connectivity, and workstation configurations recommended by Contractor for use with the Licensed Software, as specified in Exhibit N (Recommended Configuration).

166. RECOVERY POINT OBJECTIVE

“**Recovery Point Objective**” shall have the meaning specified in Section 5 (Recovery Time Requirement) of Exhibit M.1 (Disaster Recovery and Business Continuity Requirements).

167. REDUNDANT ARRAY OF INDEPENDENT DISKS OR RAID

“**Redundant Array of Independent Disks**” or “**RAID**” shall have the meaning specified in Section 3.1 (Technical Environment) of Exhibit M (Additional Hosting Services Terms and Conditions).

168. REFRESH SERVICES

“**Refresh Services**” shall have the meaning specified in Section 3.6 (Hosting Infrastructure Refresh Services) of Exhibit M (Additional Hosting Services Terms and Conditions).

169. RELEASE

“**Release**” shall mean a redistribution of Licensed Software that contains an aggregation of Updates, new features, new functionality, and/or other performance improvements that does not constitute a Version.

170. RELEASE CONDITIONS

“**Release Conditions**” shall have the meaning specified in Section 4.1 (Escrow Agent and Release Conditions) of the Agreement.

171. REMEDIAL ACT(S)

“**Remedial Act(s)**” shall have the meaning specified in Section 23.2(B) (Intellectual Property Indemnification) of the Agreement.

172. REMOVABLE MEDIA

“**Removable Media**” shall have the meaning specified in Section 4 (Storage and Transmission of County Information) of Exhibit K (Information Security Requirements).

173. RENEWAL SUPPORT TERM

“**Renewal Support Term**” shall have the meaning specified in Section 1.2 (Initial and Renewal Support Terms for Support Services) of the Agreement.

174. REPLACEMENT PRODUCT

“**Replacement Product**” shall have the meaning specified in Section 6.1 (Successor Events and Replacement Products) of the Agreement.

175. REQUIRED INSURANCE

“**Required Insurance**” shall have the meaning specified in Section 24.1 (General Insurance Provisions) of the Agreement.

176. RESOLVE

“**Resolve**”, “**Resolution**”, or “**Resolved**” shall have the meaning specified in Section 4.2.4 (Resolution Time Service Level) of Exhibit E (Service Levels and Performance Standards).

177. RESPOND

“**Respond**” shall have the meaning specified in Section 4.2.3 (Response Time Service Level) of Exhibit E (Service Levels and Performance Standards).

178. REVISIONS

“**Revisions**” shall mean Updates, Enhancements, Releases, Versions, and Displaced/Renamed Products.

179. RFP

“**RFP**” shall have the meaning specified in Recital F of the Agreement.

180. RTPDI

“**RTPDI**” shall have the meaning specified in Recital D(2) of the Agreement.

181. RTPDI SUPPORT TERM

“**RTPDI Support Term**” shall have the meaning specified in Section 1.2 (Initial and Renewal Support Terms for Support Services) of the Agreement.

182. RTPDI UTILIZATION ACCELERATION ACTIVITIES

“**RTPDI Utilization Acceleration Activities**” shall mean the Services as further specified in Subtask 2.6 (Provide RTPDI Utilization Acceleration Services) of Exhibit A.2 (Support Services and Maintenance Statement of Work).

183. SCHEDULE

“**Schedule**” shall have the meaning specified in the Preamble of the Agreement.

184. SCHEDULED UPTIME

“**Scheduled Uptime**” shall have the meaning specified in Section 4.3 (Availability Service Level) of Exhibit E (Service Levels and Performance Standards).

185. SCHEDULED OUTAGES

“**Scheduled Outages**” shall have the meaning specified in Section 7.1 (Scheduled Outages) of Exhibit E (Service Levels and Performance Standards).

186. SECURITY PROGRAM

“**Security Program**” shall have the meaning specified in Section 2.1 (Security Program) of Exhibit K (Information Security Requirements).

187. SERVER

“**Server**” shall have the meaning specified in Section 1.1 (General Requirements) of Exhibit E (Service Levels and Performance Standards).

188. SERVICE INTERDEPENDENCY

“**Service Interdependency**” shall have the meaning specified in Section 28.2 (Service Interdependencies) of the Agreement.

189. SERVICE LEVEL CREDIT

“**Service Level Credit**” shall have the meaning specified in Section 5.2.1 (Credits) of Exhibit E (Service Levels and Performance Standards).

190. SERVICE LEVEL FAILURES

“**Service Level Failures**” shall have the meaning specified in Section 5.1 (Service Level Failures) of Exhibit E (Service Levels and Performance Standards).

191. SERVICE LEVELS

“**Service Levels**” shall have the meaning specified in Section 11 (Service Levels) of the Agreement.

192. SERVICES

“**Services**” shall mean, collectively, all functions, responsibilities, tasks, subtasks, Deliverables, goods, and other services: (a) identified in the Specifications; (b) identified in this Agreement as being Contractor’s responsibility; and (c) otherwise necessary for Contractor to comply with the terms of this Agreement. Without increasing the scope of the Services, if any component task, subtask, service, or function is an inherent or necessary part of the Services defined in subparts (a), (b), or (c) of this Section, is not specifically described in this Agreement, then such service or function shall be deemed to be part of the Services. Any hardware and/or software provided to County by Contractor pursuant to this Agreement shall be deemed part of the Services. There are several subsets of the Services, specifically “Implementation Services,” “Hosting Services,” and “Support Services” that are included within this definition of “Services,” even though they are sometimes referenced by the Service grouping name (e.g., “Implementation Services,” “Hosting Services,” and “Support Services”). Each of these Service groupings includes both the broad definition of Services above, and the specific Services associated with the Service grouping and described in Exhibits and related documents incorporated into the definition of that Service grouping.

193. SOLUTION

“**Solution**” means, as applicable, one of the five (5) collections of Modules that provide a distinct function within the DCCDIS—i.e., VR, RTPDI, CAC, CACDI, and Radiology. Each Module is associated with one or more Solutions as described under the Agreement.

194. SOURCE MATERIAL

“**Source Material**” shall mean, with respect to the Licensed Software and Work Product, the source code of such software and all related compiler command files, build scripts, scripts relating to the operation and maintenance of such application, application programming interface (“**API**”), graphical user interface (“**GUI**”), object libraries, all relevant instructions on building the object code of such application, and all documentation relating to the foregoing, such that collectively the foregoing will be sufficient to enable a person possessing reasonable skill and expertise in computer software and information technology to build, load, and operate the machine executable object code of such application; to maintain and support such application; and to effectively use all functions and features of such software. If any portion of the Source Material is encrypted, Contractor shall include the decryption tools and decryption keys with the Source Material.

195. SPECIFICATIONS

“**Specifications**” shall mean any or all of the following, as applicable: (a) all specifications, requirements, and standards specified in Exhibit A.3 (Licensed Software Requirements) and Exhibit A (Statement of Work); (b) all Performance Requirements and standards specified in this Agreement, including, but not limited to, requirements for Licensed Software availability and Licensed Software response time identified in Exhibit E (Service Levels and Performance Standards); (c) the Documentation, to the extent not inconsistent with any of the foregoing in this definition; (d) all specifications provided or made available by Contractor under this Agreement, but only to the extent: (i) not inconsistent with any of the foregoing in this Section; and (ii) acceptable to County in its sole discretion; (e) all Existing System and Hardware requirements and certifications provided by Contractor in accordance with this Agreement with respect to the Licensed Software, including the Recommended Configuration; (f) the Proposal, but only to the extent not inconsistent with any of the foregoing in this Section; (g) all written and/or electronic materials furnished or made available to County by or through Contractor regarding the Licensed Software, including functionality, features, capacity, availability, response times, accuracy, or any other performance or other Licensed Software criteria or any element of the Licensed Software or any Licensed Software component; (h) the Acceptance Criteria; and (i) all Hosting Services requirements and standards set forth in Exhibit M (Additional Hosting Services Terms and Conditions) and related Exhibits.

196. SPECIFICITY DEFICIENCY

“**Specificity Deficiency**” shall mean an instance / portion of provider documentation where a diagnosis or procedure is listed, but may lack clarifying details to provide sufficient specificity for coding / billing / encounter capture purposes.

197. STATE

“**State**” shall mean the State of California.

198. STATEMENT OF WORK OR SOW

“**Statement of Work**” or “**SOW**” shall have the meaning specified in Section 9.1 (Services) of the Agreement.

199. STORAGE AREA NETWORK OR SAN

“**Storage Area Network**” or “**SAN**” shall have the meaning specified in Section 3.1 (Technical Environment) of Exhibit M (Additional Hosting Services Terms and Conditions).

200. STANDARDS FOR ATTESTATION ENGAGEMENTS OR SSAE

“**Standards for Attestation Engagements**” or “**SSAE**” shall have the meaning specified in Section 3.3(A) (Physical Security Environment) of Exhibit M (Additional Hosting Services Terms and Conditions).

201. STATUS MEETING

“**Status Meeting**” shall have the meaning specified in Section 2.1 (Reports) of Exhibit T (Project Team and Governance).

202. STATUS REPORT

“**Status Report**” shall have the meaning specified in Section 2.1 (Reports) of Exhibit T (Project Team and Governance).

203. SUBPROCESSOR

“**Subprocessor**” shall have the meaning specified in Section 2.1.4 (Subcontracting Requirements for Subprocessors) of the Agreement.

204. SUBPROCESSING AVAILABILITY ZONE

“**Subprocessing Availability Zone**” shall mean a data center facility or group of data center facilities from which a Subprocessor provides storage, networking, and computing processing capability to Contractor in connection with County Information, where each Subprocessing Availability Zone is physically separated from all other Subprocessing Availability Zones, such that the Services provided by the Subprocessor can be failed over from one Subprocessing Availability Zone to another Subprocessing Availability Zone in the event of a failure or issue at the first Subprocessing Availability Zone.

205. SUCCESSOR EVENT

“**Successor Event**” shall have the meaning specified in Section 6.1 (Successor Events and Replacement Products) of the Agreement.

206. SUPPORT REQUEST

“**Support Request**” shall have the meaning specified in Section 4.2.1 (Support Requests) of Exhibit E (Service Levels and Performance Standards).

207. SUPPORT REQUEST TRACKING SYSTEM

“**Support Request Tracking System**” or “**SRTS**” shall have the meaning specified in Section 4.1 (Service Request Tracking System) of Exhibit E (Service Levels and Performance Standards).

208. SUPPORT SERVICES

“**Support Services**” shall mean the Services as further specified in Section 9.7 (Support Services) of the Agreement.

209. SUPPORT SERVICES FEE(S)

“**Support Services Fee(s)**” shall mean fees to be paid by County to Contractor for Support Services, as specified in Exhibit C (Fees; Professional Services Rates).

210. SUPPORT TERM

“**Support Term**” shall have the meaning specified in Section 1.2 (Initial and Renewal Support Terms for Support Services) of the Agreement.

211. TERM

“**Term**” shall have the meaning specified in Section 1.1 (Term) of the Agreement.

212. TERMINATION TRANSITION PLAN

“**Termination Transition Plan**” shall have the meaning specified in Section 27.7 (Termination Transition Services) of the Agreement.

213. TEST PLAN

“**Test Plan**” shall have the meaning specified in Subtask 4.1 (Develop Test Plan for Full Test Cycle) of Exhibit A.1 (Data Capture and Clinical Documentation Improvement System Statement of Work).

214. THIRD-PARTY INTELLECTUAL PROPERTY

“**Third-Party Intellectual Property**” shall mean intellectual property licensed, made, conceived, or developed by a third party and provided by Contractor to County hereunder. Third-Party Intellectual Property shall include all Third Party Products.

215. THIRD-PARTY PRODUCTS

“**Third-Party Products**” shall mean all software licensed, leased, or otherwise obtained by Contractor from a third-party vendor, including Open Source Software, and used with, or embedded or incorporated in, the Licensed Software or used for the performance of the Services.

216. TRAINING

“**Training**” shall mean training relating to the Licensed Software to be provided by Contractor pursuant to this Agreement, including training County may acquire in the future as part of Professional Services.

217. UCITA

“**UCITA**” shall have the meaning specified in Section 29.3 (UCITA; Self-Help Remedies) of the Agreement.

218. UNINTERRUPTIBLE POWER SUPPLY OR UPS

“**Uninterruptible Power Supply**” or “**UPS**” shall have the meaning specified in Section 3.2(a) (Physical Environment) of Exhibit M (Additional Hosting Services Terms and Conditions).

219. UNSCHEDULED OUTAGES

“**Unscheduled Outages**” shall have the meaning specified in Section 7.2 (Unscheduled Outages) of Exhibit E (Service Levels and Performance Standards).

220. UPDATE

“**Update**” shall mean a bug fix, patch, or redistribution of the Licensed Software that corrects an error as well as addresses common functional and performance issues, including Error Corrections.

221. USB

“**USB**” shall have the meaning specified in Section 20.4 (Use of Personal Portable Devices) of the Agreement.

222. U.S.C.

“**U.S.C.**” shall have the meaning specified in Section 19.8 (Personal Data) of the Agreement.

223. VERSION

“**Version**” shall mean a redistribution of Licensed Software that contains an aggregation of Releases or Updates, or significant new (i) features, (ii) functionality, and/or (iii) other performance improvements, and is accompanied by a change in the reference to the Licensed Software, such as a change in the number to the left of the period in the version numbering format X.XX or a change to the name of the software.

224. VPN

“**VPN**” shall have the meaning specified in Section 20.3 (Contractor Systems) of the Agreement.

225. VR OR VOICE RECOGNITION

“**VR**” or “**Voice Recognition**” shall have the meaning specified in Recital D(1) of the Agreement.

226. WARRANTY PERIOD

“**Warranty Period**” shall have the meaning specified in Section 17.1.3 (Conformance to Specifications) of the Agreement.

227. WORK PRODUCT

“Work Product” shall have the meaning specified in Section 18.1 (Work Product) of the Agreement.



EXHIBIT H (DCCDIS BUSINESS OBJECTIVES)

TO THE

DATA CAPTURE AND CLINICAL DOCUMENTATION IMPROVEMENT SYSTEM
AND RELATED SERVICES AGREEMENT

EXHIBIT H

DCCDIS BUSINESS OBJECTIVES

This Exhibit H (DCCDIS Business Objectives) is an attachment and addition to the Data Capture and Clinical Documentation Improvement System and Related Services Agreement (the “**Agreement**”), Agreement No. H-711085 entered into by and between the County of Los Angeles (“**County**”) and Accenture LLP (“**Contractor**”), and is incorporated into the Agreement by reference hereof. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.

1. BUSINESS OBJECTIVES

The DCCDIS, provided as an integrated system, will support the overarching goals of the project: to improve and sustain improvements in the quality, timeliness, and completeness of clinical documentation, data capture, and coding; support meaningful use and clinical interoperability; and support quality reporting across the County.

The primary business objectives of the DCCDIS are to:

- (A) Substantially improve and sustain improvements in the quality of clinical documentation, including clarity, appropriateness, specificity, consistency, and completeness, in order to improve clinical care, adherence to County expected practice standards, reduce unnecessary variability, and improve other data capture metrics;
- (B) Reduce the number of inpatient hospital days for which payment is denied due to inadequate documentation of the need for inpatient services and assure appropriate level of care determination;
- (C) Improve the accuracy of our calculated and reported case mix index, severity of illness, expected mortality, MS-DRGs and AP-DRGs, etc., appropriately reflecting the medical complexity of patients treated by County;
- (D) Increase County revenue model flexibility through more specifically itemized and complete capture of billable clinical care and encounters, medical complexity, appropriate level of care determination, and the need for hospitalization and other services;
- (E) Substantially improve the user experience of creating clinical documentation by providing tools that improve efficiency of documentation generation, real time improvement guidance and education, and health record integration; and
- (F) Increase workforce satisfaction with improvements in clinical documentation and corresponding workflows:
 - (1) Improve provider satisfaction with the ease of clinical documentation by leveraging the RTPDI and Voice Recognition tools in conjunction with using the EHR System.
 - (2) Improve coder satisfaction through increased volume and accuracy of diagnosis and procedure capture.
 - (3) Improve CDI specialist satisfaction with the ease of query generation, query tracking and query closure, and identifying areas for documentation improvement.

The DCCDIS shall include:

- (A) **Voice Recognition / VR:** A comprehensive, enterprise-wide, cloud-based software solution to facilitate speech to text voice recognition for clinical end users documenting in the EHR as well as ancillary systems. This software suite will integrate seamlessly with mobile device tools, desktop microphones, and EHR documentation shortcuts and commands to create a seamless user experience, as well as integrate seamlessly with the other components of the DCCDIS. It will elegantly navigate a variety of usage environments, compensating for background noise, managing user accents, and continuously improving recognition accuracy and lowering error rates with user specific profiles that follow the user across devices, venues, and specialties. While RTPDI will solution effectively regardless of input tools, for those users that

choose to leverage voice recognition tools, this will enable them to document more efficiently with a robust user experience.

- (B) **Real-Time Provider Documentation Improvement / RTPDI:** A software solution or suite and the associated set of workflows that uses AI, including NLP, and other rules and algorithms, to assist physicians and other healthcare providers to improve clinical documentation at the point of care in real-time, meaning as the documentation is being created by the provider. The RTPDI solution should work across the full range of providers and systems that are currently providing clinical documentation to the EHR System and provide the capability of adding additional provider roles and documentation systems as the need arises. It is expected that this application will have NLP driven voice recognition and transcription services intrinsically native to it, embedded within it, or that Contractor will assure the seamless integration of a third-party solution into its offering and that any such interfacing will be serviced and maintained by Contractor.
- (C) **Computer-Assisted Clinical Documentation Improvement / CACDI:** A software solution that uses AI, NLP, rules and algorithms and the associated set of workflows to support Clinical Documentation Specialists (CDSs) in their efforts to improve clinical documentation concurrent with the patient's hospital stay or encounter, but not necessarily as the documentation is being created. The CACDI solution should work across the full range of providers and systems that are currently providing clinical documentation to the EHR System and provide the capability of adding additional provider roles and documentation systems as the need arises. The CACDI application should support the work of CDSs in monitoring clinical documentation, creating queries, and validating data, and ensure medical complexity, severity, and supporting details are fully captured and defensible.
- (D) **Computer-Assisted Coding / CAC:** A software solution and the associated set of workflows for coders that uses NLP or structured input (SI) to generate Current Procedural Terminology (CPT) and International Classification of Diseases (ICD) codes from provider documentation. The CAC should work across all different types of services (e.g., inpatient, outpatient, emergency room, infusion, urgent care), all provider documentation types, and have the capability to add users as needed. An effective CAC solution will improve the efficiency, accuracy, and completeness of healthcare coding within DHS.



EXHIBIT I (KNOWLEDGE TRANSFER)

TO THE

DATA CAPTURE AND CLINICAL DOCUMENTATION IMPROVEMENT SYSTEM
AND RELATED SERVICES AGREEMENT

EXHIBIT I

KNOWLEDGE TRANSFER

This Exhibit I (Knowledge Transfer) is an attachment and addition to the Data Capture and Clinical Documentation Improvement System and Related Services Agreement (the “**Agreement**”), Agreement No. H-711085 entered into by and between the County of Los Angeles (“**County**”) and Accenture LLP (“**Contractor**”), and is incorporated into the Agreement by reference hereof. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.

1. TRAINING TYPE MATRIX

No.	County User Type	Capability / Product Type										
		(a) VR	(b) RTPDI		(c) CACDI		(d) CAC	(e) Radiology				
		Dragon Medical One	IPG for Dragon Medical Advisor	Dragon Medical Advisor w/ HCC Specificity	CDE One Inpatient	Fusion CAC Outpatient	Fusion CAC	PowerScribe One	PowerConnect Actionable Findings	PowerScribe Followup Manager	ModLink	mPower Clinical Analytics
1.	Providers	✓	<i>Acute Only</i>	<i>Ambulatory Only</i>								
2.	Pathologists	✓										✓
3.	Radiologists		<i>Select Radiologists</i>					✓	✓			✓
4.	Radiology Follow-Up Support Staff									✓		
5.	CDI Staff (Inpatient)	✓			✓							
6.	CDI Staff (Outpatient)					✓						
7.	Coders (Inpatient and Outpatient)						✓					
8.	LAC DHS Trainers	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓
9.	LAC DHS Change Champions	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓
10.	System Administrators / Technical Staff	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

2. TRAINING CLASSES BY SKILL TYPE

The classes listed below represent the expected classes for each for each proficiency listed in Section 1 (Training Type Matrix), above. For the avoidance of doubt, this Exhibit I (Knowledge Transfer) is not a representation from County that the proficiencies and classes listed herein fully describe the training that is needed for Contractor to fully train County as required under the Agreement; Contractor is required to identify and provide all training that Contractor believes is needed for County to operate, use, and manage the DCCDIS pursuant to Task 5 (Training) of Exhibit A.1 (Data Capture and Clinical Documentation Improvement System and Related Services Statement of Work) and otherwise under the Agreement.

(a) VR Training (Products: Dragon Medical One and PowerMic Mobile)

No.	Class Name	Expected Class Duration	Format	Audience	Description
1.	VR Foundations	2 hrs.	eLearning (Required)	<ul style="list-style-type: none"> Providers Pathologists CDI Staff (Inpatient) 	<ul style="list-style-type: none"> Web-based, modular training that is self-paced and teaches users the fundamentals of Voice Recognition. Total of eight (8) hours of eLearning training is offered, two (2) hours is average for completion and recommended to be required. This training is expected be completed prior to a user receiving system access.
2.	Using VR	1 hr.	Instructor-Led (Optional)		<ul style="list-style-type: none"> Virtual instructor led session for up to two (2) end users per session. Offers personalized instruction on using VR in user's daily workflow for those that may benefit from this learning and addresses individual questions. Thirty percent (30%) of users are estimated to attend this session. We will offer up to forty (40) class time options per week during roll out weeks for class registration. Sessions will be available for user registration across a three (3)-week roll out timeframe for each geographic wave. Once a session is filled with two (2) participants, it will no longer be available for additional registration. A variety of times will be offered from early in the morning, mid-day and late afternoon to accommodate schedules. The Go-Live training for this solution will require a blend of seven (7) trainers from Contractor (four (4) resources) and County (three (3) resources).
	Total Expected Duration:	3 hrs.			

No.	Class Name	Expected Class Duration	Format	Audience	Description
1.	System Administrator Training	10 hrs.	Instructor-Led (Required)	System Administrators	Instructor-led remote or onsite training that is delivered over five (5) days to provide VR training to System Administrators. System Administrators receive a two (2)-hour guided training session per day which includes teach backs.

					<ul style="list-style-type: none"> The System Administrator training is scheduled at the same time for all attendees.
2.	Technical Staff Training	2 hrs.	Instructor-Led (Required)	<ul style="list-style-type: none"> Technical Staff (Integration, Help Desk, Servers, and Interfaces Staff) 	<ul style="list-style-type: none"> Instructor-led remote training of NMC (Nuance Management Center) which defines the underlying organizational structure to drive access rights and analytics reporting. One (1) training session will be offered per rollout out wave or all at once, depending on what is best for technical staff.
Total Expected Duration:		12 hrs.			

(b) RTPDI Training (Products: Inpatient Guidance for Dragon Medical Advisor, Dragon Medical Advisor with HCC Specificity)

No.	Class Name	Expected Class Duration	Format	Audience	Description
1.	RTPDI Inpatient Foundations	30 mins.	eLearning (Required)	<ul style="list-style-type: none"> Providers 	<ul style="list-style-type: none"> Web-based, self-paced eLearning that teaches users the fundamentals needed to use RTPDI in the inpatient setting. eLearning is expected be completed prior to a user receiving system access. The foundational eLearning is followed by rounding support for three (3) weeks (Monday-Thursday) across each geographic wave. The Go-Live training support for this solution will require a blend of eight (8) trainers from Contractor (three (3) resources) and County (five (5) resources).
2.	RTPDI Outpatient Foundations	30 mins.	eLearning (Required)		<ul style="list-style-type: none"> Web-based, self-paced eLearning that teaches users the fundamentals needed to use RTPDI in the outpatient setting. eLearning is expected be completed prior to a user receiving system access.
3.	RTPDI Outpatient Q&A Sessions	1 hr.	Remote (Optional)		<ul style="list-style-type: none"> Virtual support sessions where providers can ask questions related to using RTPDI. Contractor will facilitate one (1) optional session per week during roll out timeframe as very little attendance is expected.
Total Expected Duration:		1.5 hrs.			

No.	Class Name	Expected Class Duration	Format	Audience	Description
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1.	System Administrator Training – Inpatient Guidance	2-3 hrs.	Instructor-Led (Required)	<ul style="list-style-type: none"> System Administrators 	<ul style="list-style-type: none"> Instructor-led training for System Administrators on inpatient RTPDI compliance, configurations, filtering, reports, etc. Includes NMC (Nuance Management Center) training for Inpatient Guidance Configuration. Delivered across two (2) – three (3) one (1)-hour sessions for all training participants.
2.	System Administrator Training – Outpatient Guidance	2-3 hrs.	Instructor-Led (Required)	<ul style="list-style-type: none"> System Administrators 	<ul style="list-style-type: none"> Instructor-led training for System Administrators on Outpatient RTPDI compliance, configurations, filtering, reports, etc. Includes NMC (Nuance Management Center) training for Outpatient Guidance Configuration. Delivered across two (2) – three (3) one (1)-hour sessions for all training participants.
Total Expected Duration:		4-6 hrs.			

c) CACDI Training (Product: CDE One)

No.	Class Name	Expected Class Duration	Format	Audience	Description
1.	CDI Didactic	32 hrs.	eLearning (Required)	<ul style="list-style-type: none"> CDI Staff (Inpatient) 	<ul style="list-style-type: none"> Web-based, modular, self-paced, in-depth review of all seven hundred twenty (720) CDI strategies across all DRGs. eLearning is expected be completed prior to a user receiving system access.
2.	CACDI Application Foundations	2 hrs.	eLearning (Required)		<ul style="list-style-type: none"> Web-based, self-paced eLearning that teaches application foundational topics to users. As part of this training, staff will receive access to virtual CDI Strategy Academy Portal, which contains monthly recorded thirty (30)-minute modules providing detailed clinical and coding information regarding documentation strategies. The Strategy Academy is part of ongoing education for CDSs with monthly CDI updates. eLearning is expected be completed prior to a user receiving system access.
3.	CACDI Hands-On Application Training	24 hrs.	Instructor-Led (Required)		<ul style="list-style-type: none"> Instructor-led training takes places over three (3) days (eight (8) hours per day) to teach users how to use CDE One, with time to use the application for real patient cases. This is a group training for all users. Training can be virtual or onsite. Training is mandatory for system access. Contractor facilitates this training.
4.	Clinical rotations	N/A	On-Site Clinical Rounding		<ul style="list-style-type: none"> Onsite clinical rotations for up to four (4) weeks, thirty-two (32) hours per week. Applied instruction of CDI strategies, practices, and workflow through chart review with CDI nurses on all CDI cases in their workflow. CDI resources will co-locate for this support timeframe so that hands on support is provided to everyone at the same location. Contractor will lead rounding support. County workflow subject matter experts such as Team Leads or Managers should be present to support County workflow unique topics.

5.	Analytics Training	2 hrs.	Instructor-Led (Required)	<ul style="list-style-type: none"> • CDI Leaders 	<ul style="list-style-type: none"> • Virtual instructor-led session on analytics for performance and quality measures and configuration of custom reports. Occurs approximately four (4) weeks post Go-Live. • Contractor will facilitate this session.
Total Expected Duration:		58-60 hrs.			

No.	Class Name	Expected Class Duration	Format	Audience	Description
1.	System Administrator Training	2 hrs.	Instructor-Led (Required)	<ul style="list-style-type: none"> • System Administrators 	<ul style="list-style-type: none"> • Instructor-led training for System Administrators on CDE One functionality including configuration and reports. • Typically occurs over one (1) – two (2) sessions that are one (1) hour each. • The System Administrator training is scheduled at the same time for all attendees.
2.	Technical Staff Training	2 hrs.	Instructor-Led (Required)	<ul style="list-style-type: none"> • Technical Staff (Integration, Help Desk, Servers, and Interfaces Staff) 	<ul style="list-style-type: none"> • Instructor-led remote training of Includes NMC (Nuance Management Center) which defines the underlying organizational structure to drive access rights and analytics reporting. • The technical staff training is scheduled at the same time for all attendees.
Total Expected Duration:		4 hrs.			

(d) CAC Training (Products: Fusion CAC)

No.	Class Name	Expected Class Duration	Format	Audience	Description
1.	Outpatient Coding Training	16 hrs.	Instructor-Led (Required)	<ul style="list-style-type: none"> • Outpatient Coders 	<ul style="list-style-type: none"> • Day one (1) (four (4) hours classroom, four (4) hours labs) • First half of the day focuses on teaching coding staff how to access charts via the workflow developed by the project team as well as how to review and code outpatient charts in Fusion CAC. • There may be multiple training sessions based on unique workflows of individual coders. <ul style="list-style-type: none"> ○ Assumption: estimating two (2) workflow sessions • The second part of the day is dedicated to granting users access to the production environment, accompanied by a training resource for coding production charts in real-time.

					<ul style="list-style-type: none"> • Day two (2) support (open office hours) - Users are live in the system and can ask instructors questions as they use the system. • Training can be delivered onsite or virtually. For the large County CAC user population it is recommended to be virtual. • Contractor will facilitate this training. County workflow subject matter experts such as Team Leads or Managers should be present to support County workflow unique topics.
2.	Inpatient Coding Training	16 hrs.	Instructor-Led (Required)	<ul style="list-style-type: none"> • Inpatient Coders 	<ul style="list-style-type: none"> • Day one (1) (four (4) hours classroom, four (4) hours labs) • First half of the day focuses on teaching coding staff how to access charts via the workflow developed by the project team as well as how to review and code inpatient charts in Fusion CAC. • There may be multiple training sessions based on unique workflows of individual coders. <ul style="list-style-type: none"> ○ Assumption: estimating one (1) workflow session • The second part of the day is dedicated to granting users access to the production environment, accompanied by a training resource for coding production charts in real-time. • Day two (2) support (open office hours) • Training can be delivered onsite or virtually. For the large County CAC user population it is recommended to be virtual. • Contractor will facilitate this training. County workflow subject matter experts such as Team Leads or Managers should be present to support County workflow unique topics.
3.	Auditor Training	2 hrs.	Instructor-Led (Required)	<ul style="list-style-type: none"> • Auditors 	<ul style="list-style-type: none"> • Assumes Auditors have taken inpatient or outpatient coding training first. • One (1) hour classroom, one (1) hour lab. • Contractor will facilitate this training.
4.	Outpatient CDI Session	7-8 hrs.	Instructor-Led (Required)	<ul style="list-style-type: none"> • CDI Staff (Outpatient) 	<ul style="list-style-type: none"> • First half of the day focuses on teaching outpatient CDI staff how to access charts via the workflow developed by the project team as well as how to review and perform CDI reviews on outpatient charts in Fusion CAC. • The second part of the day is dedicated to granting users access to the production environment, accompanied by a training resource for reviews on outpatient production charts in real-time. • Assumption: training will be completed once LACDHS has an outpatient CDI program. This training can wait until County is ready. • Training can be delivered onsite or virtually. For the large County CAC user population it is recommended to be virtual. • Contractor will facilitate this training. County workflow subject matter experts such as Team Leads or Managers should be present to support County workflow unique topics.
5.	Coding Refresher Trainings	1 hr.	Instructor-Led (Optional, but Recommended)	<ul style="list-style-type: none"> • Coders 	<ul style="list-style-type: none"> • Offered thirty (30) – forty-five (45) days post Go-Live, coders are provided refresher training on the system. It is recommended to focus on the following topics – outpatient, inpatient, and auditors. • This is a single session surrounding general content that is not specific to patient type or role.

6.	Supervisor Training	8 hrs.	Instructor-Led (Required)	<ul style="list-style-type: none"> Supervisors 	<ul style="list-style-type: none"> Supervisor training is split into three (3) sessions (two (2) hours the week of Go-Live; four (4) hours fifteen (15) days post Go-Live; two (2) hours thirty (30) days post Go-Live). Training can be delivered onsite or virtually. Contractor will facilitate this training.
Total Expected Duration Across User Types:		50-51 hrs.			

No.	Class Name	Expected Class Duration	Format	Audience	Description
1.	System Administrator Training	4 hrs.	Instructor-Led (Required)	<ul style="list-style-type: none"> System Administrators 	<ul style="list-style-type: none"> Instructor-led virtual training to give managers access to the most crucial administrative tools and functions to get back to focus on end users. Focuses on what's needed to manage the system on a day-to-day basis.
2.	System Administrator Training – Fifteen (15) Days Post Go-live	2 hrs.	Instructor-Led (Required)	<ul style="list-style-type: none"> System Administrators 	<ul style="list-style-type: none"> Virtual webinar where non-urgent questions on management topics are answered. This training focuses on general reporting, user and workflow management.
3.	System Administrator Training – Thirty (30) Days Post Go-live	2 hrs.	Instructor-Led (Required)	<ul style="list-style-type: none"> System Administrators 	<ul style="list-style-type: none"> Virtual session focused on ad-hoc reports, canned reports, and the calendar view. Trainers will share their experiences in interpreting the data to provide insight and where relevant, guidance on areas that are working well and areas that could use improvements.
4.	IT / Infrastructure Staff	2 hrs.	Remote	<ul style="list-style-type: none"> Technical Staff (Integration, Help Desk, Servers, and Interfaces Staff) 	<ul style="list-style-type: none"> Instructor-led session to educate IT infrastructure staff on the servers and / or show the help desk staff how to triage questions that frequently come in from end users during Go-Live. Virtual session occurs prior to Go-Live.
Total Expected Duration:		10 hrs.			

(e) Radiology Training (Products: PowerScribe One, PowerConnect Actionable Findings, mPower Clinical Analytics, Followup Manager)

No.	Class Name	Expected Class Duration	Format	Audience	Description
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1.	VR for Radiology: Overview	1 hr.	Instructor-Led (Required)	<ul style="list-style-type: none"> • Radiologists 	<ul style="list-style-type: none"> • Virtual group sessions to review key feature/functionality. • There will be approximately ten (10) users per session within two (2) daily sessions to train all users. • This training is completed one (1) – two (2) weeks prior to Go-Live. • Contractor will facilitate this training.
2.	VR for Radiology: Basic and Intermediate Training	2 hrs.	Instructor-Led (Required)		<ul style="list-style-type: none"> • Onsite one-on-one (1:1) sessions during Go-Live roll out. • These sessions include System Orientation, Dictation, Edit, and Sign Workflows, including basic auto text usage/setup. Each of these sessions are one (1) hour and is delivered separately. • VR Basic will be completed in the first week of roll out for each wave. • VR Intermediate will be completed in the second week of roll out for each wave. • Contractor will facilitate this training.
3.	VR for Radiology: Advanced Efficiency Training	1 hr.	Instructor-Led (Required)		<ul style="list-style-type: none"> • Onsite one-on-one (1:1) sessions approximately thirty (30) days after Go-Live. • These sessions review radiologists' workflow and assist with overall use of the system and provide advanced feature/functionality services. • Contractor will facilitate this training.
4.	PowerConnect Actionable Findings Trainings	1 hr.	eLearning (Required)	<ul style="list-style-type: none"> • Radiologists who are also System Admins 	<ul style="list-style-type: none"> • Online, self-paced course that covers Critical Value Alignment, finding types, creating alerts, and best practices.
5.	PowerConnect Provider Training	30 mins.	Instructor-Led (Required)	<ul style="list-style-type: none"> • Radiologists 	<ul style="list-style-type: none"> • Onsite one-on-one (1:1) sessions during Go-Live roll out week one (1) for each wave, will be conducted jointly with VR Basic. • Provide live, instructor led application services and support. • Contractor will facilitate this training.
6.	mPower Clinical Analytics	24 hrs.	Instructor-Led (Required)	<ul style="list-style-type: none"> • Radiologists • Pathologists 	<ul style="list-style-type: none"> • Three (3)-day remote, live, instructor led training covering Basic and Advanced search, Analytics & Quality Control. Targeted for radiologists and pathologists, can be extended to the following groups up to fourteen (14) per group: <ul style="list-style-type: none"> ○ Clinical Research and Data Mining ○ Administrators, Radiologists, Residents, Fellows and Chief of Radiology on usage and searching in the system. ○ Clinical Analytics- training with Administrators and Chief of Radiology

				<ul style="list-style-type: none"> ○ Quality Control- training with Administrators, Chief of Radiology, ACR Officers, JCAHO Officers and Radiology Leads • This session will be scheduled at the same time for all participants. • Support-time with administrators to answer outstanding questions to train additional users.
	Total Expected Duration Across User Types:	29.5 hrs.		

No.	Class Name	Expected Class Duration	Format	Audience	Description
1.	System Administrator Training for PowerScribe One (VR)	34 hrs.	Instructor-Led (Required)	• System Administrators	<ul style="list-style-type: none"> • Facilitated webinars (about two (~2) hours, remote), and classroom training. • In classroom training (four (4) days inclusive of teach back). • The System Administrator training is scheduled at the same time for all attendees.
2.	Advanced Integration with ModLink	8 hrs.	Instructor-Led (Required)	• System Administrators	<ul style="list-style-type: none"> • Advanced Integration with ModLink Administrator training consists of four (4) instructor-led two (2)-hour sessions • The System Administrator training is scheduled at the same time for all attendees.
3.	PowerConnect System Administrator Training	8 hrs.	Instructor-Led (Required)	• System Administrators	<ul style="list-style-type: none"> • Two (2) days of instructor-led training up to eight (8) hours. • The System Administrator training is scheduled at the same time for all attendees.
4.	mPower Clinical Analytics System Administrator Training	24 hrs.	Instructor-Led (Required)	• System Administrators	<ul style="list-style-type: none"> • Remote “Basic Administrative Functions” course that introduces the basic administrative functions of mPower including adding users and setting preferences. Consists of three (3)-day live, instructor-led training for the following groups, up to fourteen (14) per group. The course covers the following topics: <ul style="list-style-type: none"> ○ Clinical Research and Data Mining, Usage and searching in the system. ○ Clinical Analytics, and Quality Control. Also includes support-time with administrators to answer outstanding questions to train additional users as needed. ○ Live, remote “Introduction to mPower Quality and Analytics” course that introduces the basic QA/QC functions of mPower. • The System Administrator training is scheduled at the same time for all attendees.
5.	Follow-up Manager System Administrator Training	1 hr.	Instructor-Led (Required)	• System Administrators	<ul style="list-style-type: none"> • Remote Administrator Training for Follow-up Manager. Typical training sessions are one (1) hour in length. • The System Administrator training is scheduled at the same time for all attendees.

6.	Technical Staff Training	80 hrs.	Instructor-Led (Required)	<ul style="list-style-type: none"> Technical Staff (Integration, Help Desk, Servers, and Interfaces Staff) 	<ul style="list-style-type: none"> Technical Training courses that provide an overview of the level one (1) technical support. Training is onsite or remote. This will include Intro to product, the Client, System logging, Profile management, Voice Recognition, HL7 Interfaces, Client Integrations, Client troubleshooting, and Web Services. Products: PowerScribe One, PowerConnect Actionable Findings, mPower Clinical Analytics. This training will be scheduled at the same time for all attendees.
7.	IT / Infrastructure Staff Training	80 hrs.	Instructor-Led (Required)	<ul style="list-style-type: none"> IT/ Infrastructure Team 	<ul style="list-style-type: none"> Included in the technical training sessions. Training is onsite or remote. <i>Products: PowerScribe One, PowerConnect Actionable Findings, mPower Clinical Analytics.</i> This training will be scheduled at the same time for all attendees.
Total Expected Duration Across Participant Types:		235 hrs.			

County will support the following in connection with the Project Work Plan:

- Identify trainers where applicable.
- Identify training participants.
- Coordinate onsite access for Accenture/Nuance/Dolbey resources when applicable.
- Reserve onsite training room/space when applicable.
- Drive participation in training sessions as required.
- Engage Solution champions and other leadership as needed.
- Train and support staff who join LAC DHS after initial Go-Live trainings are completed.
- Publish eLearning modules on DHS learning management system and provide reporting on training completion to Accenture.



EXHIBIT J (CONTRACTOR KEY EMPLOYEES)

TO THE

DATA CAPTURE AND CLINICAL DOCUMENTATION IMPROVEMENT SYSTEM
AND RELATED SERVICES AGREEMENT

EXHIBIT J

CONTRACTOR KEY EMPLOYEES

This Exhibit J (Contractor Key Employees) is an attachment and addition to the Data Capture and Clinical Documentation Improvement System and Related Services Agreement (the “**Agreement**”), Agreement No. H-711085 entered into by and between the County of Los Angeles (“**County**”) and Accenture LLP (“**Contractor**”), and is incorporated into the Agreement by reference hereof. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.

No.	Project Title	Key Employee Name(s)	Contractor Title	Full Time	On-Site	Continuity Commitment	Duration of the Role	Number of Resources
1.	Contractor Project Director	Praneet Raj	Managing Director	No	As needed	Through the Term	Through the Term	1
2.	Contractor Project Manager	Dunja Letica	Associate Director	Yes	As needed	Through three (3) months after Final Acceptance	Through three (3) months after Final Acceptance	1
3.	Contractor Functional Lead	James Reed	Manager	Yes	As needed	Through Final Acceptance	Through Final Acceptance	1
4.	Contractor Technical Lead	Vikas Waykole	Associate Director	Yes	As needed	Through Final Acceptance	Through Final Acceptance	1
5.	Contractor Interface Lead	Abhishek Pandey	Senior Principal	Yes	As needed	Through Final Acceptance	Through Final Acceptance	1
6.	Contractor Test Lead	Vinamra Tiwari	Manager	Yes	As needed	Through Final Acceptance	Through Final Acceptance	1
7.	Contractor Training Lead	TBD	Manager	Yes	As needed	Through Final Acceptance	Through Final Acceptance	1
8.	Contractor Contract / Project Lead	Jeanne Nauman	VP, Healthcare Global Deal Optimization	No	As needed	Through the Term	Through the Term	1
9.	Contractor Training and Implementation Manager	Dianne Kennedy	VP, Global Services Delivery	No	As needed	Through Final Acceptance	Through Final Acceptance	1
10.	Contractor Customer Success Lead	Toni McManus	VP, Account Management	No	As needed	Through the Term	Starts at Final Acceptance through the Term	1
11.	Subject Matter Expert	Heather Gladden CCS, CDIP	Director, Product and Strategy	No	As needed	Through Final Acceptance	Through Final Acceptance	1
12.	Technical Subject Matter Expert	Dennis Kurlinski	Director, Business Solutions	No	As needed	Through Final Acceptance	Through Final Acceptance	1



EXHIBIT K (INFORMATION SECURITY REQUIREMENTS)

TO THE

**DATA CAPTURE AND CLINICAL DOCUMENTATION IMPROVEMENT SYSTEM
AND RELATED SERVICES AGREEMENT**

EXHIBIT K

INFORMATION SECURITY REQUIREMENTS

This Exhibit K (Information Security Requirements) is an attachment and addition to the Data Capture and Clinical Documentation Improvement System and Related Services Agreement (the “**Agreement**”), Agreement No. H-711085 entered into by and between the County of Los Angeles (“**County**”) and Accenture LLP (“**Contractor**”), and is incorporated into the Agreement by reference hereof. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.

1. INTRODUCTION

This Exhibit K (Information Security Requirements) sets forth the information security procedures and policies to be established by Contractor before the Effective Date of the Agreement, and maintained throughout the Term of the Agreement, with respect to County Information that is transmitted, processed or stored by Contractor. This Exhibit K (Information Security Requirements) is in addition to the other requirements of the Agreement, including Exhibit F (Business Associate Agreement), between the Parties, and presents a minimum standard only. It is Contractor’s sole obligation to (i) implement appropriate measures to secure its systems and Services against internal and external threats and risks to County Information; and (ii) continuously review and revise those measures to address ongoing threats and risks. Failure to comply with the minimum standards set forth in this Exhibit K (Information Security Requirements) will constitute a material breach of the Agreement by Contractor, entitling County, in addition to and cumulative of all other remedies available to it at law, in equity, or under the Agreement, to terminate the Agreement. This Exhibit K (Information Security Requirements) shall not supersede terms contained in Exhibit F (Business Associate Agreement) as to Protected Health Information.

2. INFORMATION MANAGEMENT PROGRAMS

2.1. Security Program

Contractor shall establish and maintain formal, documented, mandated, company-wide security programs, including security policies, standards, and procedures (collectively, “**Security Program**”).

The Security Program shall, at a minimum:

- (A) Protect the Confidentiality/Integrity/Availability of County Information accessed by Contractor or in Contractor’s possession, custody, or control;
- (B) Protect against any anticipated threats or hazards to the Confidentiality/Integrity/Availability of County Information;
- (C) Protect against unauthorized or unlawful access, use, disclosure, modification, or destruction of County Information;
- (D) Protect against accidental loss or destruction of, or damage to, County Information; and
- (E) Safeguard County Information in compliance with any applicable laws and regulations which apply to County.

2.2. Privacy Program

Contractor shall establish and maintain a company-wide privacy program designed to incorporate privacy policies and practices in its business operations to provide safeguards for its organization and information, including the County Information (collectively, “**Privacy Program**”). Notwithstanding the foregoing, Contractor’s Privacy Program shall solely relate to its privacy practices, which may include handling of customer information, but shall not bind County (including, but not limited to, its users, patients, and constituents) to Contractor’s privacy policies.

Contractor’s Privacy Program shall include:

- (A) A privacy framework that identifies and ensures that Contractor complies with all applicable laws and regulations;

- (B) A privacy framework that supports ethical decision-making in product and service design or deployment that optimizes beneficial uses of data while minimizing adverse consequences for individuals' privacy;
- (C) External privacy policies, and internal privacy policies, procedures, and controls to support the privacy program;
- (D) A training program that covers privacy policies, protocols, and awareness;
- (E) A response plan to address Incidents; and
- (F) Ongoing monitoring, privacy assessments, and audits.

Contractor shall maintain the Security Program and Privacy Program (collectively, "**Information Management Programs**"), including ongoing reviews and updates to the Information Management Programs. The Information Management Programs shall be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, in accordance with Best Practices, and to appropriately respond to new and emerging threats and risks. The Information Management Programs will be communicated to all Contractor Personnel in a relevant, accessible, and understandable form and Contractor shall provide appropriate training to all Contractor employees and ensure that appropriate training is provided to all Contractor Personnel. Contractor shall require all Contractor Personnel to abide by substantially similar requirements in this Exhibit K (Information Security Requirements) and sign an appropriate written contract. Contractor shall have an established set of procedures to ensure that Contractor Personnel promptly report actual and/or suspected breaches of security and privacy.

3. CONTRACTOR PERSONNEL TRAINING

Contractor shall supply Contractor Personnel, either directly or indirectly, with appropriate, annual training regarding information security procedures, risks, threats, and the Information Management Programs. 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 County 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) **Programs:** The Information Management Programs.

4. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, Contractor will encrypt all workstations, portable devices (e.g., mobile, wearables, tablets), and removable data storage media (e.g., portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) ("**Removable Media**"), to the extent utilized by Contractor Personnel to store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 (or the successor standard to FIPS 140-2) or otherwise Approved by DHS' Chief Information Security Officer.

Except in the context of Contractor's routine back-ups or as otherwise specifically authorized by County in writing, Contractor shall institute strict physical and logical security controls and policies to prevent or prohibit transfer of Personal Data and Protected Health Information to any form of Removable Media.

Contractor will encrypt County Information transmitted on networks outside of Contractor's control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit.

All mobile devices storing County Information shall be managed by a mobile device management system which allows Contractor to control, secure, and enforce policies on smartphones, tablets, and other endpoints. 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) utilized by Contractor Personnel will maintain the latest operating system security patches and the latest virus definitions. Virus scans must be performed at least monthly.

5. DESTRUCTION OF COUNTY INFORMATION

Contractor shall return or destroy County Information in accordance with the Agreement. In the case of destruction, Contractor shall 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," or any successor standard such that the County Information cannot be retrieved. Contractor will provide an attestation on company letterhead, 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 County within fifteen (15) business days upon County's written request following the termination or expiration of the Agreement or at such other times where the need for such attestation is consistent with County practices and on reasonable notice.

6. PHYSICAL AND ENVIRONMENTAL SECURITY

Contractor will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality/Integrity/Availability of County Information.

7. OPERATIONAL MANAGEMENT

Contractor shall: (i) monitor and manage all of its information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 9 (Incidents); (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, and data from theft and unauthorized access.

8. ACCESS CONTROL

Subject to and without limiting the requirements under Section 4 (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; (ii) if transferred across the Internet, any wireless network (e.g., cellular, 802.11x, or similar technology), or other public or shared networks, must be protected using appropriate encryption technology as designated or Approved by County in writing; and (iii) if transferred using Removable Media must be sent via a bonded courier and protected using encryption technology designated by Contractor and Approved by the DHS Chief Information Security Officer. The foregoing requirements shall also apply to back-up data stored by Contractor at off-site facilities.

Contractor shall implement formal procedures to control access to County systems, services, data, and/or information, including, but not limited to, user account management procedures and the following controls:

- (A) Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;
- (B) Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- (C) Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;

- (D) Applications will include access control to limit user access to County Information and application system functions;
- (E) All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Contractor shall record, review, and act upon all events in accordance with Incident response policies set forth in Section 9 (Incidents); and
- (F) In the event any hardware, storage media, or Removable Media (as described in Section 4 (Storage and Transmission of County Information)) must be disposed of or sent off-site for servicing, Contractor shall ensure all County Information has been eradicated from such hardware and/or media using the standards in Section 5 (Destruction of County Information).

9. INCIDENTS

In the event of an Incident, Contractor shall:

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

Privacy Officer Email:

CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:

Jeffery Aguilar
Chief Information Security Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 253-5659

Chief Privacy Officer:

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

Departmental Information Security Officer Email:

EHD@dhs.lacounty.gov and helpdesksup@dhs.lacounty.gov

Jeff Zito
Department of Health Services Information Security Officer
Health Services Administration
313 North Figueroa, Suite 317
Los Angeles, CA 90012
(213) 240-7992

- (B) Include the following information in all notices, to the extent known at the time of notification, and updated as available:
 - (1) The date and time of discovery of the Incident;
 - (2) The approximate date and time of the Incident;
 - (3) A description of the type of County Information involved in the Incident;
 - (4) 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; and

- (5) The name and contact information for Contractor's official representatives, with relevant business and technical information relating to the Incident.
- (C) Cooperate with County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon County's written request, without charge, unless the Incident was caused by the acts or omissions of County. As information about the Incident is collected or otherwise becomes available to Contractor, and unless prohibited by law, Contractor shall provide information regarding the nature and consequences of the Incident that are reasonably requested by County to allow County to notify affected individuals, government agencies, and/or credit bureaus.
- (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, County, law firms, and/or law enforcement agencies at the direction of County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with County on any additional disclosures that County is required to make as a result of the Incident.
- (F) Allow County or its third-party designee at County's election to perform audits of Contractor that may include, but are not limited to, interviews of relevant employees, or review of documentation, or review of technical systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information. Notwithstanding the foregoing, County shall have no right to conduct security testing, including but not limited to penetration testing, network discovery, port and service identification, vulnerability scanning, password cracking, or remote access testing.

Contractor shall be, subject to the limitations of liability in Section 29.27 (Limitation of Liability) of the Agreement and indemnity provision in Section 23 (Indemnification) of the Agreement, (i) liable for all damages and fines, (ii) responsible for all Contractor corrective action and payment for the reasonable costs of County's corrective action, and (iii) responsible for County's reasonable costs for such notifications, caused by or arising from Contractor's negligence or Contractor's failure to comply with the applicable terms under this Exhibit K (Information Security Requirements) and otherwise under the Agreement.

10. AUDIT AND INSPECTION

10.1. Self-Audits

- (A) Contractor shall periodically conduct audits, assessments, testing of the system of controls, and testing of information security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by staff qualified 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 County.
- (B) Contractor shall have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. Failure to correct control deficiencies shall constitute a material breach of the Agreement. Contractor shall provide a summary of the audit results and corrective action documentation to County promptly upon its completion at County's request.

With respect to any other report, certification, or audit or test results prepared or received by Contractor that contain any County Information, Contractor shall promptly provide County with relevant summaries of the same that contain County Information upon County's reasonable request, including identification of any failure or exception in Contractor's information systems, products, and services, and the corresponding steps taken by Contractor to mitigate such failure or exception. Any reports and related materials provided to County pursuant to this Section 10 (Audit and Inspection) shall be provided at no additional charge to County.

10.2. County Audits

- (A) At least once a year or more frequently upon a reasonably suspected violation of this Exhibit K (Information Security Requirements) and upon no less than thirty (30) days' prior written notice, Contractor will provide to County, an independent third-party auditor commissioned by County, or regulators with oversight of County, at County's expense, access to a Contractor site relevant to the violation, at which the relevant records are maintained, or as otherwise agreed by the Parties for the purpose of reviewing records relating to Contractor's compliance with the security terms set forth in this Exhibit, which includes but is not limited to applicable pertinent books and records, subject to protection of Confidential Information as provided in the Agreement. In lieu of an on-site audit, the Parties may agree to the exchange of relevant information electronically. This right may be exercised during normal business hours and in a manner that does not unreasonably interfere with the business operations of Contractor. Notwithstanding the foregoing, County shall have no on-site right to access Contractor's data centers, infrastructures, and/or facilities housing servers containing Contractor-customer data, and County shall have no right to conduct security testing, including but not limited to penetration testing, network discovery, port and service identification, vulnerability scanning, password cracking, or remote access testing. Any information reviewed by County in conjunction with this audit shall be considered Contractor Confidential Information. Furthermore, Contractor shall not be required to disclose any information that would result in: (i) breach of confidentiality obligations with any of its other customers, (ii) breach of any agreement it has with any other third party, and/or (iii) violation of any applicable law or regulation.
- (B) County shall pay for the foregoing audit unless the auditor finds that Contractor has materially breached this Exhibit K (Information Security Requirements), in which case Contractor shall bear all costs of the audit subject to Section 29.27 (Limitation of Liability) of the Agreement. If the audit reveals material non-compliance with this Exhibit K (Information Security Requirements), such noncompliance shall constitute a material breach of the Agreement, entitling County, in addition to and cumulative of all other remedies available to it at law, in equity, or under the Agreement, to terminate the Agreement.
- (C) Where required by applicable law, Contractor will notify County if Contractor's privacy or security practices are investigated or audited by any federal or state regulatory body. Such notification shall consist of the details of the audit or investigation, and Contractor's corrective actions with respect to any deficiencies that were identified in the audit or investigation.



EXHIBIT L (INTERFACES)

TO THE

DATA CAPTURE AND CLINICAL DOCUMENTATION IMPROVEMENT SYSTEM
AND RELATED SERVICES AGREEMENT

EXHIBIT L

INTERFACES

This Exhibit L (Interfaces) is an attachment and addition to the Data Capture and Clinical Documentation Improvement System and Related Services Agreement (the “**Agreement**”), Agreement No. H-711085 entered into by and between the County of Los Angeles (“**County**”) and Accenture LLP (“**Contractor**”), and is incorporated into the Agreement by reference hereof. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.

1. CONTRACTOR RESPONSIBILITY TO INTERFACES

Contractor shall have end-to-end responsibility for the development and implementation the Interfaces identified on this Exhibit L (Interfaces) and those Interfaces otherwise required for Contractor to deliver the Services under this Agreement, all as more fully described in Exhibit A.1 (DCCDIS Statement of Work) and otherwise in the Agreement, including implementing Revisions to the Interfaces required as a result of Revisions to the DCCDIS and to deliver operation of the DCCDIS and Contractor Services in accordance with the Agreement. County shall be responsible for (i) the DHS Interface engine (OPENLink) (including security testing), (ii) the maintenance and support of County systems and software not provided by Contractor, (iii) interfaces between the DHS Interface engine (OPENLink) and County systems and software not provided by Contractor, and (iv) the quality of data from County systems and software not provided by Contractor. County shall cooperate and reasonably assist with the implementation of the Interfaces as requested by Contractor, providing access and information as reasonably requested by Contractor, and coordinating with its third party software providers.

For the avoidance of doubt, this Exhibit L (Interfaces) is not a representation from County that the Interfaces listed herein fully describe the Interfaces that are needed for the DCCDIS to operate as required under the Agreement; Contractor is required to identify and implement all Interfaces that are needed for the operation of the DCCDIS pursuant to the Specifications of the DCCDIS under the Agreement.

2. INTERFACE SPECIFICATION STANDARDS

Contractor will (i) validate all interface specification standards for non-Contractor systems provided by the County and County’s vendors; (ii) identify issues with such interface specification standards, and (iii) work with County and County’s vendors to resolve such issues as part of the Services, to ensure that Contractor receives all information needed to effectively complete each Interface. For the avoidance of doubt, nothing in Section 2 (Interface Specification Standards) shall reduce Contractor’s obligations under Section 28 (Multi-Vendor Environment) of the Agreement, including Contractor’s obligations in connection with Service Interdependencies.

3. REQUIRED INTERFACES FOR DCCDIS GO-LIVE

No.	Source System	Vendor and Product	Destination System		Interfaced Data Includes	Messaging Standard(s)*	Transaction / Message Type(s)	Frequency	Description of Functionality
	System Name		System Name	Vendor and Product					
1.	EHR via OPENLink	Cerner	Inpatient RTPDI	Nuance DMA w/ IPG via Ellkay	ADT	V2.3 or higher	HL7	Real-time	Admit, Discharge and Transfer communicates patient demographics.
2.	EHR via OPENLink	Cerner	Inpatient RTPDI	Nuance DMA w/ IPG via Ellkay	ORU including complete clinical documents / discrete lab data	V2.3 or higher	HL7	Real-time	ORU communicates clinical documents and lab data.
3.	Patient Accounting System via OPENLink	Revenue Cycle	Inpatient RTPDI	Nuance DMA w/ IPG via Ellkay	837 Billing File	EDI	ASCII X12	Batch - Weekly	Communicates the healthcare billing claim information.
4.	Credentialing (CACTUS) via OPENLink	sProvider	Inpatient CACDI	Nuance CDE One via Ellkay	MFN	V2.3 or higher	HL7	Real-time	Communicates provider information.

No.	Source System		Destination System		Interfaced Data Includes	Messaging Standard(s)*	Transaction / Message Type(s)	Frequency	Description of Functionality
	System Name	Vendor and Product	System Name	Vendor and Product					
5.	EHR via OPENLink	Cerner	Inpatient CACDI	Nuance CDE One via Ellkay	ADT	V2.3 or higher	HL7	Real-time	Admit, Discharge and Transfer communicates patient demographics.
6.	EHR via OPENLink	Cerner	Inpatient CACDI	Nuance CDE One via Ellkay	ORU including complete clinical documents / discrete lab data	V2.3 or higher	HL7	Real-time	ORU communicates clinical documents and lab data.
7.	EHR via FHIR API	Cerner	Inpatient CACDI	Nuance CDE One via Ellkay	e-clarification response	SMART on FHIR	API	Real-time	Electronic communication / response from Provider Cerner Message Center to CDI team member.
8.	Inpatient CACDI	Nuance CDE One via Ellkay	EHR via FHIR API	Cerner	e-clarification query	SMART on FHIR	API	Real-time	Electronic communication / query from CDI team member to Provider Cerner Message Center.
9.	Inpatient CACDI	Nuance CDE One via Ellkay	EHR via OPENLink	Cerner	Working DRG	V2.3 or higher	HL7	Real-time	Communicates the suggested, CDS working, and CDS possible DRG and metadata through an ADT abstracted incoming message to the EHR System.
10.	EHR via OPENLink	Cerner	Inpatient CACDI	Nuance CDE One via Ellkay	Final Coded DRG	V2.3 or higher	HL7	Real-time	Final codes according to Coding opinion.
11.	EHR via OPENLink	Cerner	CAC and Outpatient CACDI	Dolbey Fusion CAC	CDI Data / Working Codes	V2.3 or higher	HL7	Real-time	Providing communications & data from the CDI process through ADT message
12.	EHR via OPENLink	Cerner	CAC and Outpatient CACDI	Dolbey Fusion CAC	ADT	V2.3 or higher	HL7	Real-time	Communicates patient status changes.
13.	Credentialing (CACTUS) via OPENLink	sProvider	CAC and Outpatient CACDI	Dolbey Fusion CAC	MFN	V2.3 or higher	HL7	Real-time	Privileged providers for procedure assignment and physician queries.
14.	Patient Accounting System via OPENLink	Revenue Cycle	CAC and Outpatient CACDI	Dolbey Fusion CAC	Hard Charges	N/A	Flat File	Batch – Daily	A limited list of hard charges assigned to the visit by the chargemaster.
15.	EHR via OPENLink	Cerner	CAC and Outpatient CACDI	Dolbey Fusion CAC	Scanned Document Pointers (ORU)	V2.3 or higher	HL7 with a pointer to a specific location	Real-time	Information on available scanned documents.
16.	EHR via OPENLink	Cerner	CAC and Outpatient CACDI	Dolbey Fusion CAC	Plain-text Documents (ORU)	V2.3 or higher	HL7	Real-time	Plain text documentation, often sent by ancillary systems. Can include nursing and provider progress notes.
17.	EHR via OPENLink	Cerner	CAC and Outpatient CACDI	Dolbey Fusion CAC	HTML Formatted Documents (ORU)	V2.3 or higher	HL7	Real-time	Formatted documentation such as Dyndoc documents created in Cerner. Can include nursing and provider progress notes.
18.	EHR via OPENLink	Cerner	CAC and Outpatient CACDI	Dolbey Fusion CAC	Orders (ORM)	V2.3 or higher	HL7	Real-time	Physician orders (e.g., ancillary) relevant to the coding process.
19.	EHR via OPENLink	Cerner	CAC and Outpatient CACDI	Dolbey Fusion CAC	Discrete – Medication Administration Record (RAS)	CCL Extract	Flat File	Daily	Usually MAR inpatient and outpatient data for the patient stay, including infusion start / stop times. This is a new outbound interface from DHS.
20.	EHR via OPENLink	Cerner	CAC and Outpatient CACDI	Dolbey Fusion CAC	Discrete – Labs (ORU)	V2.3 or higher	HL7	Real-time	Lab results including high / low ranges and abnormal flags.

No.	Source System		Destination System		Interfaced Data Includes	Messaging Standard(s)*	Transaction / Message Type(s)	Frequency	Description of Functionality
	System Name	Vendor and Product	System Name	Vendor and Product					
21.	EHR via OPENLink	Cerner	CAC and Outpatient CACDI	Dolbey Fusion CAC	Discrete – Flowsheet Data (ORU)	V2.3 or higher	HL7	Real-time	Nursing assessments and other discrete data.
22.	CAC and Outpatient CACDI	Dolbey Fusion CAC	EHR via OPENLink	Cerner	Physician Query Communication (MDM)	V2.3 or higher	HL7	Real-time	Communication from Fusion CAC to Cerner Provider Message Center. Dolbey also needs document ID back when getting responses back from the EHR System pursuant to the Interfaces described in rows 16 or 17. Dolbey can support plain text format while RTF is preferred.
23.	CAC and Outpatient CACDI	Dolbey Fusion CAC	EHR via OPENLink	Cerner	Coding Abstract	V2.3 or higher	HL7	Real-time	Codes and other data abstracted during the coding and outpatient CDI processes.
24.	CAC and Outpatient CACDI	Dolbey Fusion CAC	EHR via OPENLink (through same endpoint as Interface #22)	Cerner	Coding Discharge Facesheet	V2.3 or higher	HL7 Medical Document Management (MDM) message	Real-time	Codes and other data abstracted during the coding and outpatient CDI processes in document form.
25.	CAC and Outpatient CACDI	Dolbey Fusion CAC	Scanned Document Webservice	Cerner	Scanned Document Request	N/A	HTTPS/HTTPS Webservice (Content 360 Service)	Real-time	Web call made to scanned document repository for a copy of a scanned document.
26.	Scanned Document Webservice	Cerner	CAC and Outpatient CACDI	Dolbey Fusion CAC	Scanned Document Retrieval	N/A	HTTPS/HTTPS Webservice (Content 360 Service)	Real-time	Response from scanned document repository providing copy of requested scanned document. Generally PDF format and is specific to scanned provider or nursing documents which are not electronically available. This is for coding reference.
27.	EHR via OPENLink	Cerner	Radiology VR & RTPDI	Nuance PowerScribe One	ADT – A44	V2.3 or higher	HL7	Real-time	Admit, Discharge and Transfer communicates patient demographics for patient merges only.
28.	EHR via OPENLink	Cerner	Radiology VR & RTPDI	Nuance PowerScribe One	ORU	V2.3 or higher	HL7	Real-time	Communicates final radiology reports, not preliminary. The information comes from other ancillary systems such as MagView and any other 3 rd party systems.
29.	EHR via OPENLink	Cerner	Radiology VR & RTPDI	Nuance PowerScribe One	ORM	V2.3 or higher	HL7	Real-time	Radiology order communication.
30.	Radiology VR & RTPDI	Nuance PowerScribe One	EHR via OPENLink	Cerner	ORU	V2.3 or higher	HL7	Real-time	Communicates radiology reports.
31.	Credentialing (CACTUS) via OPENLink	sProvider	Radiology RTPDI	Nuance PowerConnect Actionable Findings	MFN	V2.3 or higher	HL7	Real-time	Communicates physician information.
32.	EHR via OPENLink	Cerner	Radiology RTPDI	Nuance Followup Manager	ORU	V2.3 or higher	HL7	Real-time	Communicates radiology reports.
33.	EHR via OPENLink	Cerner	Radiology RTPDI	Nuance Followup Manager	ORM	V2.3 or higher	HL7	Real-time	Radiology order communication.
34.	EHR via OPENLink	Cerner	Radiology RTPDI	Nuance Followup Manager	ADT	V2.3 or higher	HL7	Real-time	Admit, Discharge and Transfer communicates patient demographics.

No.	Source System		Destination System		Interfaced Data Includes	Messaging Standard(s)*	Transaction / Message Type(s)	Frequency	Description of Functionality
	System Name	Vendor and Product	System Name	Vendor and Product					
35.	Credentialing (CACTUS) via OPENLink	sProvider	Radiology RTPDI	Nuance Followup Manager	MFN	V2.3 or higher	HL7	Real-time	Communicates physician information.
36.	EHR via OPENLink	Cerner	Radiology RTPDI	Nuance mPower Clinical Analytics	ORU	V2.3 or higher	HL7	Real-time	Communicates radiology reports.

* The most current version of the specified Interface Standard that enables the Interface to function.

4. ADDITIONAL CAPABILITY INSTALLATIONS FOR GO LIVE OF APPLICABLE CONTRACTOR PRODUCT NOTED BELOW

Because the following installations require County System Administrator access, Contractor will provide installation instructions, coordinate the installation effort, and support County System Administrator in performance of the installation process.

No.	Source System		Destination System		Data Includes	Integration Type(s)	Frequency	Description of Functionality
	System Name	Vendor and Product	System Name	Vendor and Product				
1.	VR	Nuance Dragon Medical One	EHR	Cerner	Voice recognition for patient charting	Cerner Citrix Installation	Real-time	Speech dictation to clinical documentation solution.
2.	Inpatient RTPDI	Nuance DMA w/ IPG	EHR	Cerner	Diagnosis recommendations	Cerner Citrix Installation	Real-time	Real-time provider documentation solution for in-workflow guidance in the inpatient setting.
3.	Outpatient RTPDI	Nuance DMA w/ HCC Specificity	EHR	Cerner	Diagnosis recommendations	Cerner Citrix Installation	Real-time	Real-time provider documentation solution for in-workflow guidance in the outpatient setting.
4.	Radiology VR & RTPDI	Nuance PowerScribe One	Medical Imaging and Information System	Fuji Synapse PACS	Patient MRN/Accession Number	Desktop Configuration	Real-time	Speech dictation and documentation solution for radiologist reports.
5.	Radiology VR & RTPDI	Nuance PowerScribe One	Mammography Information Management System	MagView	Patient MRN/Accession Number	Desktop Configuration	Real-time	Speech dictation and documentation solution for radiologist reports.



EXHIBIT M (ADDITIONAL HOSTING SERVICES TERMS AND CONDITIONS)

TO THE

DATA CAPTURE AND CLINICAL DOCUMENTATION IMPROVEMENT SYSTEM
AND RELATED SERVICES AGREEMENT

EXHIBIT M

ADDITIONAL HOSTING SERVICES TERMS AND CONDITIONS

This Exhibit M (Additional Hosting Services Terms and Conditions) is an attachment and addition to the Data Capture and Clinical Documentation Improvement System and Related Services Agreement (the “**Agreement**”), Agreement No. H-711085 entered into by and between the County of Los Angeles (“**County**”) and Accenture LLP (“**Contractor**”), and is incorporated into the Agreement by reference hereof. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.

1. SERVICES

1.1. In General

Contractor shall provide and maintain all Services necessary to host the Licensed Software from the Hosting Environment such that the DCCDIS shall perform as defined herein, and in accordance with the Specifications, and otherwise in accordance with this Agreement (“**Hosting Services**”).

During the Term of the Agreement, Contractor shall provide County with the Hosting Services set forth in the Agreement, this Exhibit M (Additional Hosting Services Terms and Conditions), and Exhibit A (Statement of Work). In providing the Hosting Services, Contractor shall achieve the Service Levels and performance standards set forth in Exhibit E (Service Levels and Performance Standards) (including the Service Levels set forth in Section 4.3 (Availability Service Level) and 4.4 (Licensed Software Response Times) therein), the Statement of Work, and this Agreement.

Contractor shall provide Hosting Services on a 24x7x365 basis. County personnel must have the ability to submit Support Requests on a 24x7x365 basis for Hosting Services.

Contractor shall maintain a Hosting Environment to support the Licensed Software as to the Versions being utilized by County in accordance with Section 9.7.2 (Contractor’s Revisions) of the Agreement.

1.2. Attribution and Disclosures

County may, but is not required to, include such screen credits and/or disclosures for Contractor on the web site as County deems necessary or desirable in its sole discretion to distinguish and disclose Contractor’s role under the Agreement and as appropriate under applicable state and federal laws. Otherwise, County will be under no obligation to provide attribution to Contractor unless otherwise stated within an applicable Exhibit to the Agreement or a marking identifying the work as a copyrighted item. The content of any terms and conditions presented to users of the Services shall be controlled solely by County. In the event of a conflict between Contractor’s privacy policy, if any, and the Agreement, the provisions of this Agreement shall govern.

1.3. Use of Cookies on the Service

Contractor shall not use “cookies” or any other online tracking technology for purposes of discovering the identity of any users (unless Contractor is specifically authorized hereunder to obtain such information) or tracking the activities of a user after they leave the Hosting Services. Information collected from cookies shall constitute County Information and shall be subject to the protections provided in Section 19 (Confidentiality) of the Agreement. In no event shall such information be sold or otherwise made available to any third-party. Contractor shall use cookies solely for purposes of fulfilling its obligations hereunder. Contractor shall not use cookies from any third-party on its web site. A user’s refusal to accept a cookie shall not preclude that user from fully utilizing the functionality of the Hosting Services. For purposes of the Agreement, a “**cookie**” shall mean any data that a server on the World Wide Web stores on a client system. When a user returns to the same web site, the browser sends a copy of the cookie back to the server for administrative purposes.

2. OPERATIONS AND HOSTING SERVICES

2.1. Hosting Hardware Maintenance

Contractor shall schedule and perform maintenance (as to Hosting Services not provided using Subprocessors) and shall ensure that appropriate maintenance is performed (as to Hosting Services provided using Subprocessors),

including preventive maintenance of Hosting Hardware, including, but not be limited to, the repair or replacement of all (i) non-functioning or under-performing Hosting Hardware or (ii) Hosting Hardware no longer supported by its manufacturer and used by Contractor for hosting the Licensed Software, in order to maintain the Service Levels and compatibility with the Licensed Software, and any Revisions to the Licensed Software and/or Interfaces.

Based on Hosting Hardware platforms (as to Hosting Services not provided using Subprocessors) and logical environment configurations (as to Hosting Services provided using Subprocessors) recommended by Contractor, Contractor shall maintain compatibility of the Hosting Services and Licensed Software with new Hosting Hardware and Hosting Software. Contractor shall provide quality assurance, testing processes, and take corrective action in collaboration with County personnel to ensure any Licensed Software and Revisions to the Licensed Software are suitable for release and County use. Contractor will provide application upgrades, releases, versions, etc., for all Hosting Software.

2.2. Preventative Maintenance

Contractor shall create a schedule of required preventative maintenance tasks for the Hosting Environment (as to Hosting Services not provided using Subprocessors), and shall otherwise be responsible for the performance of preventative maintenance tasks for the Hosting Environment, to ensure that the Hosting Environment and all components thereof are functioning in accordance with this Agreement. Such preventative maintenance tasks include, but are not limited to, the following:

- (A) Updates, Releases, Enhancements, and Versions for Licensed Software and Interfaces, and Hosting Revisions for Hosting Software; and
- (B) review of Error and other logs to ensure any maintenance required to correct any Errors and restore the Hosting Environment to normal operations is detected and performed in a timely manner and that such information is used to anticipate Errors and make proactive Hosting Error Corrections.

3. HOSTING ENVIRONMENT

Without limiting Contractor's responsibilities described herein or otherwise in the Agreement, Hosting Services shall include the provision of a Hosting Environment to perform in accordance with the Specifications and Service Levels and shall include the following:

3.1. Technical Environment

The Hosting Environment shall include redundant system components, including:

- (A) Network load balancers, web Servers, application Servers, and database Servers in a redundant configuration as applies to all production domains;
- (B) LAN/WAN infrastructure, including (i) networking equipment for an enterprise class data center LAN, (ii) networking equipment for connection to dedicated circuits to County facilities (as to Hosting Services not provided using Subprocessors), (iii) networking equipment for connection to shared circuits to County facilities (as to Hosting Services provided using Subprocessors), (iv) connection cabling, and (v) required peripherals;
- (C) Storage Area Network ("**SAN**") using Redundant Array of Independent Disk ("**RAID**") (or a similar configuration that provides storage redundancy) and multiple data paths for storing County's data.

The Hosting Environment shall include, and Contractor shall maintain, separate domains for test/certification and production. The test/certification environment shall be used to validate all Revisions to the Licensed Software and all Hosting Revisions to the Hosting Software. More than one (1) non-production domain may be live on the same virtual server (as to Hosting Services provided using Subprocessors). Certification domains may be hosted on non-redundant infrastructure. As part of the Hosting Services, Contractor shall provide the Hosting Environment domains as set forth in Section 5 (Hosting Services Infrastructure Domains).

3.2. Hosting Environment

3.2.1. Reserved

3.2.2. Hosting Environment for Hosting Services Provided Using Subprocessors

The Hosting Environment shall be provided by Subprocessors and shall include all necessary facilities and redundant Mechanical, Electronic, and Plumbing (“**MEP**”) components to comply with an availability rating of 99.9% (i.e., Tier III, as referenced within the Uptime Institute’s Tier classification).

As to Hosting Services provided using Subprocessors, Contractor will provide the Hosting Services from Subprocessing Availability Zones as described in this Section 3.2.2 (Hosting Environment for Hosting Services Provided Using Subprocessors).

The Hosting Services are provided using multiple cloud resources, each of which are logically discrete and housed within one or more physical Subprocessor data center facilities that are grouped into Subprocessing Availability Zones. The Hosting Environment:

- (A) Will be logically configured with the ability to operate from different Subprocessing Availability Zones to ensure that a disaster impacting one Subprocessing Availability Zone (e.g., an EF-5 tornado event) will not result in a loss of the Hosting Environment;
- (B) Will contain power infrastructure with backup power supply services necessary to maintain operations of the Hosting Environment, including electrical service and components (e.g., discrete uninterruptible power supply (“**UPS**”) and onsite backup generation facilities);
- (C) Contain the telecommunications network connections necessary to maintain operations of the Hosting Environment; and
- (D) Are at all times remotely accessible by Contractor’s production support Immediate Response Center (“**IRC**”).

Contractor will refresh and improve the logical architecture of the Hosting Environment during the Term of this Agreement in a manner that is consistent with recognized and accepted standards for such operations.

Contractor will ensure that the Hosting Services will be provided using facilities that meet or exceed the standards for the Contractor Primary Data Center and Contractor Secondary Data Center as to (i) core infrastructure design related to power, cooling, networking, and associated redundancies, and (ii) physical environment controls. In addition, facility building construction will be appropriate to avoid prevailing natural disaster risks for the applicable geographic region.

3.3. Physical Security Environment

As to Hosting Services not provided using Subprocessors, Contractor shall implement the following security controls for the Contractor Primary Data Center and Contractor Secondary Data Center:

- (A) Contractor shall maintain County’s Hosting Environment in Statement on Standards for Attestation Engagements (“**SSAE**”) 18 certified facilities, or facilities of similar or successor certification (such as HITRUST or SOC2), with, as to each Data Center:
 - (1) Access Controlled through documented procedures;
 - (2) 24x7x365 security and technical engineering staff;
 - (3) Physical access which requires government-issued picture identifications for access validation and multi-factor authentication for floor access;
 - (4) Video surveillance monitoring on a 24x7x365 basis; and
 - (5) Access monitored through internal management and logging systems.
- (B) Contractor’s physical environments shall be governed by strict Access Control for physical access to the environments. All data and storage cabinets will be contained within Contractor’s Data Centers with access

only granted to those with a related job responsibility. Both Contractor's Data Centers and the facilities in which they are housed are secured with locks that require proximity cards for physical access.

- (C) Contractor shall maintain comprehensive security policies, procedures, and controls to govern, support, and secure the Hosting Environment. Security policies and procedures shall be reviewed and updated on a regular basis. Contractor's security management controls shall be reviewed by an independent third-party firm, on an annual basis, following SSAE 18, similar, or successor certification, guidelines, and format (such as HITRUST or SOC2).

As to Hosting Services provided using Subprocessors, Contractor will ensure that security controls similar to the above controls applicable to the Contractor Primary Data Center and Contractor Secondary Data Center are in place.

3.4. Hosting Environment Security and WAN Connectivity

Contractor shall use secure technology to protect County Data, Personal Data, and other Confidential Information of County and the users of the Hosting Services in its storage and transmission between the user and the Hosting Environment, which shall include the following:

- (A) WAN Connectivity including (i) as to Hosting Services not provided using Subprocessors, primary and secondary communications circuits between the Contractor Primary Data Center and Contractor Secondary Data Center and dual points of demarcation at County; and (ii) as to Hosting Services provided using Subprocessors, redundant connectivity between each Subprocessing Availability Zone and from each Subprocessing Availability Zone to Tier 1 Internet backbone providers. County will provide layer two routing and a circuit between these two (2) points of demarcation, with dedicated bandwidth sufficient to support full failover mode in the event of a circuit failure. County will choose two (2) points of demarcation which are readily and commercially available via public carriers. The circuits will be configured in a manner allowing for automated failover and, at County's option, will be load balanced. The WAN Connectivity will entrust Transport Layer Security ("TLS") signed certificates using a minimum of TLS 1.2. A VPN connection utilizing County's internet connection will be established utilizing Internet Protocol Security ("IPsec") with a minimum of AES 128 bit encryption. The VPN connection will represent the failover option in the event the primary and secondary communications circuits are unavailable.
- (B) A network structure protected by redundant clustered firewalls and monitored with intrusion prevention systems. All security systems shall be from leading security industry vendors, implemented in conjunction with Contractor's third-party security firms, and validated by Contractor's separate third-party vulnerability/penetration testing firms. The firewall logs shall be reviewed weekly and analyzed proactively by enterprise security management systems to identify security threats. The Hosting Environment shall be safeguarded using Network Address Translation ("NAT"), Internet Protocol (IP) masquerading, port redirection, non-routable IP addressing and Access Control lists, multi-factor authentication, and management network segregation.
- (C) Background investigations will be performed in accordance with Contractor's policies and procedures for all Contractor Personnel performing work at Contractor's sites under this Agreement. All Contractor's hosting and support staff shall go through security and privacy training prior to being provided (i) physical access to the Contractor Primary Data Center or Contractor Secondary Data Center (as to Hosting Services not provided using Subprocessors), or (ii) administrator access to cloud infrastructure resources (as to Hosting Services provided using Subprocessors).
- (D) Multi-factor authentication to access managerial functionality within the environment for administrative access. All user access shall be monitored and managed by Contractor's security/compliance department. All (i) Servers and Hosting Hardware devices (as to Hosting Services not provided using Subprocessors); (ii) logical cloud resources (as to Hosting Services provided using Subprocessors); and (iii) software applications, user accounts, security devices, and technical services shall be fully audited and managed in real time by enterprise management and notification systems. Any account, physical, environmental, or security change shall be immediately identified and trigger a notification to all Contractor hosting and security staff. Contractor's enterprise management systems shall immediately provide an ISO compliance dashboard showing full compliance status with all applicable environmental controls.

- (E) The maintenance of security by restricting access points to all Production Environments. Strong password rules shall be enforced and the Hosting Environment shall be constantly updated to the vendor-recommended patch levels for security, in accordance with Contractor’s internal security and patch management standards and policies. The Hosting Environment shall be hardened by disabling any non-critical ports, users, protocols, and processes, following vendor’s “best practice” recommendations for security. All environmental operating systems access shall require multi-factor authentication.
- (F) Operations to identify and manage risks and vulnerabilities that could affect Contractor’s ability to provide reliable Hosting Services to County. These processes shall require Contractor management to assign a risk profile to all assets within the Hosting Environment, including Hosting Hardware, software, services, staff, and client data. Each asset and its applicable risk and vulnerabilities shall be tracked, monitored, and reviewed on a regular basis. Any new assets shall be evaluated based upon a risk rating formula. The hosting operations executives shall meet periodically to discuss the risks Contractor is facing. These shall include various aspects of financial and technological risks, including risks introduced by changes in the nature of services provided and processing when applicable. In addition, Contractor’s department managers shall meet with its staff on a regular basis to discuss any outstanding issues pertaining to their function within Contractor’s organization.
- (G) Extensive change management policies, procedures, and controls. All non-routine environment changes shall require approvals, extensive testing, backout plans, and full documentation prior to being implemented within the Hosting Environment.
- (H) Extensive incident management and monitoring procedures for the Hosting Environment. Contractor shall notify County of any attacks that result in unauthorized access to County Information, in accordance with the requirements of this Agreement, including Exhibit E (Service Levels and Performance Standards), Exhibit F (Business Associate Agreement), and Exhibit K (Information Security Requirements).

3.5. Hosting Revisions

- (A) Contractor shall implement Hosting Revisions in the Hosting Environment on a regular basis, provided Contractor shall not knowingly implement such Hosting Revisions if the Hosting Revisions could adversely impact performance of the DCCDIS without direct coordination with the County Project Manager.
- (B) Other than the Hosting Services fee, there shall be no other change or cost to County associated with Hosting Revisions.
- (C) Any Hosting Revisions are expected to comply with federal and state laws and regulations at no additional cost over the monthly Hosting Services fee for Hosting Services under the Agreement.
- (D) Contractor shall provide County with Hosting Revisions, revised related Documentation, and, if necessary, modified procedures, to correct any failure of the Hosting Environment to operate in accordance with the Specifications.

3.6. Hosting Infrastructure Refresh Services

Throughout the Term, Contractor shall review at least once every twelve (12) calendar months the performance of the Hosting Environment to determine the need for Refresh Services to the Hosting Hardware (as to Hosting Services not provided using Subprocessors) and Hosting Environment resources provided by Contractor to provide Services to County (as to Hosting Services provided using Subprocessors) currently being used to provide the Hosting Services. Contractor shall provide all Hosting Services required to implement this Section 3.6 (Hosting Infrastructure Refresh Services) at no additional charge to County except to the extent included in Exhibit C (Fees; Contractor Professional Services Rates) or as otherwise approved in a Statement of Work. Contractor will upgrade and replace all Hosting Hardware or provision all Hosting Environment resources in accordance with (a) the technical architecture and standards and timeframes required pursuant to any Statement of Work, and (b) as otherwise required to deliver the Hosting Services in accordance with this Agreement. The Services provided pursuant to this Section 3.6 (Hosting Infrastructure Refresh Services) are collectively referred to as “**Refresh Services.**” Refresh Services for Hosting Hardware require County Approval prior to implementation.

4. RESERVED

5. HOSTING SERVICES INFRASTRUCTURE DOMAINS

The Hosting Services are provided with the assumption that the following infrastructure domains will be provided by Contractor:

Infrastructure Domain	Infrastructure Domain Description
Production Infrastructure Domain	One (1) production infrastructure domain available in accordance with the Implementation Services and Exhibit A.5 (Project Work Plan) and continuing through the Support Term.
Test/Certification Infrastructure Domain (Non-Production)	One (1) test/certification infrastructure domain (non-production) available in accordance with the Implementation Services and Exhibit A.5 (Project Work Plan) and continuing through the Support Term (this infrastructure domain utilizes a full data copy of the production infrastructure domain). (Note: The certification domain is used for ongoing testing and end-user training.)



EXHIBIT M.1 (DISASTER RECOVERY AND BUSINESS CONTINUITY
REQUIREMENTS)

TO THE

DATA CAPTURE AND CLINICAL DOCUMENTATION IMPROVEMENT SYSTEM
AND RELATED SERVICES AGREEMENT

EXHIBIT M.1

DISASTER RECOVERY AND BUSINESS CONTINUITY REQUIREMENTS

This Exhibit M.1 (Disaster Recovery and Business Continuity Requirements) is an attachment and addition to the Data Capture and Clinical Documentation Improvement System and Related Services Agreement (the “**Agreement**”), Agreement No. H-711085 entered into by and between the County of Los Angeles (“**County**”) and Accenture LLP (“**Contractor**”), and is incorporated into the Agreement by reference hereof. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.

1. BUSINESS CONTINUITY AND DISASTER RECOVERY PLAN

Contractor shall establish, implement, and maintain business continuity, recovery, and disruption avoidance procedures for all Services, including the Hosting Services, including Hosting Services provided using Subprocessors, and for the personnel and facilities providing the Services, that conform with the business continuity requirements set forth throughout this Exhibit M.1 (Disaster Recovery and Business Continuity Requirements). Contractor shall maintain disaster avoidance procedures designed to safeguard County Information and the data processing capability and availability of the Services throughout the Term of this Agreement. Each of Nuance and Dolbey shall provide County with a written copy of its disaster recovery and business continuity plans (each a “**BC/DR Plan**”) and all updates thereto, on request by County, during the Term of this Agreement. County’s request shall be limited to once annually or in emergency situations.

Contractor shall actively test, review, and update the BC/DR Plan on at least an annual basis using HITRUST CSF and SOC2 standards and other industry best practices as guidance, including updates to account for (i) circumstances in which interruptions to Services that Contractor provides utilizing a Subprocessor prevents Contractor from delivering the Services to County, and (ii) how Contractor will mitigate and restore Services after such interruptions. Contractor shall promptly provide County with copies of all such updates to the BC/DR Plan. Any future updates or revisions to the BC/DR Plan, processes, and procedures shall be no less protective than the BC/DR Plan in effect as of the Effective Date. In addition to the requirements stated in this Exhibit M.1 (Disaster Recovery and Business Continuity Requirements), any recovery-specific addendums provided by County that reference this Agreement or the relevant Statements of Work may provide additional detailed specifications for recovery as appropriate to County’s requirements.

In the event of an unplanned interruption of the Services, Contractor shall implement the BC/DR Plan, including (i) as appropriate in connection with Hosting Services provided using a Subprocessor, moving the Hosting Services from one Subprocessing Availability Zone to a new Subprocessing Availability Zone; and (ii) as appropriate in connection with Hosting Services not provided using a Subprocessor, moving the Hosting Services from the Contractor Primary Data Center to the Contractor Secondary Data Center, with production computing systems being recovered first, followed by non-production computing systems. In an unplanned interruption of the Hosting Services, Contractor will use reasonable efforts to recover County systems and Hosting Services as quickly as possible. If Contractor fails to reinstate the Services within the periods of time set forth in the BC/DR Plan, County may, in addition to any other remedies available hereunder, in its sole discretion, immediately terminate this Agreement as a non-curable default under Section 27.2 (Termination for Material Breach) of the Agreement.

In the event of an unplanned interruption of the Hosting Services, Contractor’s emergency response team will be mobilized. The DCCDIS backups will be used to recover the production Hosting Services in the alternate Hosting Environment (i.e., the Contractor Secondary Data Center or an alternate Subprocessing Availability Zone, as applicable); equipment (e.g., servers, storage) within the Contractor Secondary Data Center and logical cloud resources within the alternate Subprocessing Availability Zone (as applicable) will be provisioned as quickly as possible; and recovery of County’s production Hosting Services will begin. As County’s recovery processes complete, County will be notified to begin testing the recovered Hosting Services in preparation to return the Hosting Services to the end users.

Contractor shall immediately notify County of any disaster or other event in which the BC/DR Plan is activated. Without limiting Contractor’s obligations under this Agreement, whenever a disaster causes Contractor to allocate

limited resources between or among Contractor's customers, County shall receive at least the same treatment as comparable Contractor customers with respect to such limited resources.

2. PLAN AUDIT

Provided that the products are HITRUST certified or have a SOC2 report available, Contractor shall have an annual audit performed of its BC/DR Plan, and shall provide County with the SOC2 report or HITRUST certification letter as applicable.

3. PLAN TESTING

On at least an annual basis, Contractor shall test its BC/DR Plan, including either activation of its backup facilities or tabletop exercises, and review and update the BC/DR Plan accordingly. Within thirty (30) calendar days of completion of each such test, Contractor shall provide County with a summary of the test results and actions taken in response to the test of the BC/DR Plan. Contractor shall provide reasonable evidence that any identified deficiencies discovered through either testing or an audit have been corrected and verified through additional testing.

4. REVIEW OF CONTRACTOR FACILITIES

4.1. Reserved

4.2. Review of Subprocessor Facility Compliance

As to Hosting Services provided using Subprocessors, upon request, Contractor will provide information related to the facilities used for the Hosting Services, and provide County with access to the Subprocessor's SOC report.

5. RECOVERY TIME REQUIREMENT

Contractor shall provide business continuity for both production use and business continuity environments according to the BC/DR Plans in accordance with the requirements of the Agreement, which shall include providing a Hosting Environment at a High Availability. "**High Availability**" shall mean (i) as to Hosting Services not provided using Subprocessors, the availability of the Contractor Secondary Data Center to be utilized in the event the Contractor Primary Data Center becomes unavailable, is malfunctioning, or otherwise fails to meet Specifications; and (ii) as to Hosting Services provided using Subprocessors, the availability of an alternate Subprocessing Availability Zone to be utilized in the event the active Subprocessing Availability Zone becomes unavailable, is malfunctioning, or otherwise fails to meet Specifications. In an unplanned interruption of the Hosting Services, Contractor will recover the Hosting Services as quickly as possible, and Contractor will escalate the issue to the Contractor Project Director. Working with the joint County/Contractor situation management teams, Contractor will establish an estimated time for recovery of the Hosting Services and coordinate with County to implement the most appropriate ongoing communication plan until the Hosting Services have been recovered. The Contractor Secondary Data Center or alternate Subprocessing Availability Zone, as applicable, shall be available for Productive Use as provided below following any event in which the Licensed Software or Hosting Services becomes unavailable, is malfunctioning, or otherwise fails to meet Specifications ("**Maximum Allowable Outage**"). In addition, the Contractor Secondary Data Center or alternate Subprocessing Availability Zone, as applicable, will become available for Productive Use with loss of data submitted by users limited to the time period set forth below, for transactions that have not been committed to the database at the time of any failure in the Licensed Software or Hosting Services ("**Recovery Point Objective**").

Maximum Allowable Outage:

- Dragon Medical One (DMO) & PowerMic Mobile (PMM) - 90 minutes
- CDE One - 8 Hours
- Inpatient Guidance - CLU - 6 Hours
- mPower Clinical Analytics (CA) - 32 Hours

Recovery Point Objective:

- Dragon Medical One (DMO) & PowerMic Mobile (PMM) - 15 minutes
- CDE One - 15 minutes

- Inpatient Guidance - 15 minutes
- mPower Clinical Analytics (CA) - 4 hours

6. ALTERNATE HOSTING ENVIRONMENT

6.1. Reserved

6.2. Alternate Subprocessing Availability Zone

As to Hosting Services provided using Subprocessors, Contractor will configure the Hosting Services to be provided using an alternate Subprocessing Availability Zone as described in this Section 6.2 (Alternate Subprocessing Availability Zone).

As of the Effective Date, Contractor shall configure the Hosting Services to enable the Licensed Software to operate from an alternate Subprocessing Availability Zone. Subprocessing Availability Zones consist of one or more discrete data centers, each with redundant power, networking, and connectivity, housed in facilities that are separate from the facilities used for other Subprocessing Availability Zones. The facilities used for each Subprocessing Availability Zone have a meaningful distance of separation from each other and do not share the same power infrastructure. Data center locations are managed by the Subprocessor to mitigate environmental risks, such as flooding, extreme weather, and seismic activity. Contractor shall ensure that the BC/DR Plan and recovery processes and procedures support relocation of the Hosting Services performed to the recovery environment to meet the requirements of this Agreement and all applicable Hosting Services Service Levels.

7. BC/DR PLAN SUBMISSION

Contractor shall ensure the BC/DR Plan and recovery processes and procedures support relocation of Services to the recovery site to meet the requirements of this Agreement and all applicable Service Levels. The BC/DR Plan and all recovery processes, policies, and facilities must be submitted to County for approval by four (4) weeks prior to the start of provision of the Services covered by this Agreement. The BC/DR Plan shall be tested prior to the start of provision of the Services covered by this Agreement.

8. BACKUP COPIES

As to the Hosting Services, Contractor shall create daily backup copies of all County Information and other work related to the Services, and shall transmit (either electronically or via physical backup media) such copies to a backup facility each day such that the maximum data loss from the complete loss of the primary facility is no more than twenty-four (24) hours. The backup facility must be in a secured and accessible location that is geographically dispersed from the primary facility.

9. ALTERNATE SITES OR STORAGE FACILITIES

Contractor shall ensure that the provisions for information security, physical security, and information privacy specified in this Agreement are implemented at any alternate or backup site or storage facility and for any information transmitted between the primary site and alternate sites or storage facilities. Transport to other sites must be by secure transport carriers and any equipment for backup and/or storage must be encrypted prior to transport.

10. RIGHT TO TERMINATE

In the event Contractor fails to develop the foregoing recovery site and continuity practices described within this Exhibit M.1 (Disaster Recovery and Business Continuity Requirements) within the prescribed time, County may, in its sole discretion, terminate this Agreement without further obligation, including payment of any stranded costs.

11. FORCE MAJEURE NOT APPLICABLE

The provisions of Section 29.2 (Force Majeure) of the Agreement shall not relieve Contractor of its obligations under this Exhibit M.1 (Disaster Recovery and Business Continuity Requirements).

12. DR/BC PLAN AND TESTING REQUIREMENTS

The following represent requirements for Contractor's business continuity programs in support of County. Contractor must be able to demonstrate a viable business continuity program that includes planning, testing, and reporting components which will support the contracted Service Level Agreements. Contractor must also demonstrate a process by which the overall program is maintained and kept current. Contractor shall certify on an annual basis to County that all required plan maintenance has been performed and that the plan is up to date.

- (A) The DR/BC Plan shall include, but not be limited to, the following content:
- (1) Overall program description:
 - (a) Affiliate name, description, and operational location(s)
 - (b) Version information:
 - (i) Current version and approval date
 - (ii) Version history
 - (c) Most recent test date
 - (d) Plan author, owner, and approver
 - (2) For each function performed on behalf of County:
 - (a) Description including location(s), both primary and backup, where work is performed as well as Service Level Agreements
 - (b) Criticality as agreed between Contractor and County
 - (c) Recovery requirements including:
 - (i) Maximum Allowable Outage
 - (ii) Recovery Point Objective (if applicable)
 - (iii) Recovery capacity objective
 - (d) Recovery capability for potential service disruptions including but not limited to:
 - (i) National and/or regional risks such as weather hazards, political issues, geologic instability, etc.
 - (ii) Loss of primary workspace
 - (iii) Loss of supporting infrastructure – telecommunications, networks, etc.
 - (iv) Loss of critical third-party contractors
 - (v) Unavailability of personnel – all potential situations including but not limited to widespread medical emergencies including pandemics
 - (e) Recovery strategies
 - (3) Recovery team including roles, responsibilities, staffing, training, and awareness programs
 - (4) Internal notification and escalation process
 - (5) Notification and disruption management process with County and other external entities
 - (6) Site evacuation and/or relocation strategies
 - (7) Detailed tasks and procedures including but not limited to:
 - (a) Tasks to be performed and estimated duration
 - (b) Dependencies

- (c) Required providers, subcontractors, and suppliers
 - (i) Including contact information, access/account numbers, activation instructions, and authorized personnel at Contractor who may initiate Contractor recovery activities
 - (8) Evidence that Contractor has required and verified recovery capability of sub-providers and other parties that Contractor is dependent on to provide Services to County.
- (B) test planning processes in the DR/BC Plan shall include, but not be limited to, the following content:
 - (1) Testing methodology, scope, and objectives, including but not limited to:
 - (a) Support for DR/BC Plan and Agreement requirements
 - (b) Documentation of variances between test objectives and Agreement requirements (if any)
 - (c) Documentation of variances between test and actual disruption recovery processes (if any)
 - (d) Performance measurement requirements
 - (e) Success criteria
 - (f) Issue tracking, management, and resolution processes and procedures
 - (g) Involvement of external entities such as County, infrastructure providers, and third-party contractors
 - (2) Test environment setup and execution, including but not limited to:
 - (a) Environment configuration and capacities
 - (i) Documentation of variances between test and production environments such as transactions, number of users, data source sizing, etc.
 - (b) Test cases and execution scripts
 - (c) Resource requirements including but not limited to:
 - (i) Technology and facility infrastructure
 - (ii) Personnel – primary and backup staff participation
 - (iii) External entity involvement
 - (d) Measures to isolate production systems from possible disruption during the course of testing
- (C) The test reporting processes in the DR/BC Plan shall include, but not be limited to, the following content:
 - (1) Testing results summary including overall success or failure of the test
 - (2) Testing results vs. objectives
 - (a) Explanation of discrepancies (if any)
 - (3) Listing of issues from prior tests that were confirmed as being resolved with this exercise
 - (4) Listing of issues identified including priority, responsible party, and schedule for resolution
 - (5) Statement as to whether test results demonstrate ability to meet Agreement requirements should a real disruption occur
 - (6) Final test plan that was used (as an appendix)



EXHIBIT N (RECOMMENDED CONFIGURATION)

TO THE

DATA CAPTURE AND CLINICAL DOCUMENTATION IMPROVEMENT SYSTEM
AND RELATED SERVICES AGREEMENT

EXHIBIT N

RECOMMENDED CONFIGURATION

This Exhibit N (Recommended Configuration) is an attachment and addition to the Data Capture and Clinical Documentation Improvement System and Related Services Agreement (the “**Agreement**”), Agreement No. H-711085 entered into by and between the County of Los Angeles (“**County**”) and Accenture LLP (“**Contractor**”), and is incorporated into the Agreement by reference hereof. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.

1. WAN NETWORK INFRASTRUCTURE

Contractor recommends that County provide the minimum bandwidth set forth below from the applicable edge device demarcation where the Contractor Hosting Services circuits are terminated to the locations listed below.

- Nuance Dragon Medical One (and Dragon Medical Advisor products) requires less than 50ms of latency from endpoint to Virtual Desktop and network latency between Dragon Medical One and the Dragon Medical One System (Cloud) must not exceed 200ms.
- Nuance Radiology products require 100ms latency (desktop to internet) to the following host – sas-pso-us.nuancehdp.com.
- WAN network requirements do not apply to Dolbey.

2. CONNECTIVITY: BASIC LAN NETWORK INFRASTRUCTURE

Contractor recommends that County maintain the LAN and WAN in a manner that is consistent with the following LAN and WAN attributes:

- For Nuance Dragon Medical One and Dragon Medical Advisor products;
 - a) Minimum 1.2 Mbps connection for client to VMware virtual desktop and minimum 400-500 Kbps for client end point to Citrix virtual desktop;
 - b) Audio transmission between the end point and the virtualized application/virtual desktop: if the Nuance custom audio channel is used, expect 28 kbit/s per active user; if the native virtual audio channel is used, expect up to 1.4 Mbit/s per active user; and
 - c) Audio channel between the virtualized application/virtual desktop and Dragon Medical One, expect 80 kbit/s per active user.
- For Nuance PowerMic Mobile, approximately 12 kbps between the mobile device and the Nuance data center via WiFi or 3G/4G/LTE.
- For Nuance Surgical CAPD, minimum 10 Mbps for download and 1 Mbps for upload.
- For Nuance CDE One product, minimum 100 Mbps per second connectivity is required, optimal is 1 GB or better.
- For Nuance Radiology products, minimum 100 Mbps connectivity is required, optimal is 1 GB.
- For Dolbey Fusion CAC product, 100Mbps or faster connectivity to the Fusion CAC web server.

3. VIRTUAL DESKTOP INFRASTRUCTURE (VDI)

Contractor recommends that County maintain the VDI in a manner that is consistent with the following VDI attributes:

- PowerScribe One currently does not support running in a VDI environment.
- For Dolbey Fusion CAC product, Dolbey recommends VDI platform to remain on versions supported by their respective vendors.

During implementation and testing of the DCCDIS, County may be required to coordinate in good faith with Contractor regarding configuration changes necessary for the applicable Licensed Software and Hosting Services to function properly in County’s VDI environment. In addition, the presence of third-party applications in the VDI environment, either initially at Final Acceptance or in changes/additions made subsequently by County during the Agreement Term, may adversely impact operation of the DCCDIS; in the event of such adverse impact, the Parties will use commercially reasonable efforts to resolve.

4. COUNTY SYSTEM REQUIREMENTS

Contractor recommends that County maintain system requirements in a manner that is consistent with the following.

4.1. Nuance Dragon Medical One and Dragon Medical Advisor Specifications

Processor	1.7 GHz (minimum), 2.8 GHz (recommended)
RAM	512 MB (minimum), 2 GB (recommended)
Operating System	<ul style="list-style-type: none"> ▪ 32-bit: Microsoft Windows 8.1 and Windows 10, for which currency will be maintained by County ▪ 64-bit: Microsoft Windows 8.1, Windows 10, Windows 11, Windows Server 2012 R2, Windows Server 2016 and Windows Server 2019, for which currency will be maintained by County
Monitor Resolution	1280x1024
Software Prerequisites	<p>Microsoft .Net™ 4.7.2 or higher</p> <ul style="list-style-type: none"> ▪ Citrix: <ul style="list-style-type: none"> ○ Citrix XenApp and XenDesktop 7.15 or higher ○ Citrix Virtual Apps and Desktops 1912 or higher ○ Citrix Workspace app 1912 or higher ▪ VMware Horizon View 7: <ul style="list-style-type: none"> ○ VMware Horizon View Agent 7.13 or higher
Internet Browser	<ul style="list-style-type: none"> ▪ For access to Nuance Management Center (NMC): <ul style="list-style-type: none"> ○ Microsoft Internet Explorer, Microsoft Edge, Google Chrome, Apple Safari ▪ For the personalization and help window: <ul style="list-style-type: none"> ○ Microsoft Internet Explorer 11. In the Internet Options, make sure that cookies are enabled. ○ Microsoft Edge WebView2 (starting in January 2022). Install the Microsoft Edge WebView2 Evergreen Standalone component; for more information, see WebView2 - Microsoft Edge Developer.

4.2. Nuance CDE One Specifications

Processor	Intel Core i3, i5, or higher for best performance.
RAM	4 GB or higher
Operating System	Windows 10 / 32 pr 64 bit
Monitor Resolution	1280x768 Dual monitor setup is recommended
Software Prerequisites	PDF Adobe Reader DC version to view PDF documents
Internet Browser	Google Chrome Microsoft Edge

4.3. Nuance Radiology Products Specifications

Processor	Optimal	Quad-Core 2.7 GHz
	Minimum	Dual-CPU 2.4 GHz or Quad-Core 1.8 GHz or higher
RAM	Optimal	24 GB
	Minimum	16 GB
Operating Systems	64 Bit O/S	Windows 10 Pro/Ent 10 64 bit
Monitor Resolution		1280x1024
C: Drive (O/S) Size		50 GB available space after install of client
Internet Browsers		Google Chrome Microsoft Edge

4.4. Dolby Fusion CAC Specifications

Processor	2.0GHz or faster multi-core processor
RAM	4GB (minimum); 8GB (recommended for production use)
Operating System	Microsoft Windows® 10 Microsoft Windows® 11 Microsoft Windows® Server 2012 R2 Microsoft Windows® Server 2016 Microsoft Windows® Server 2019
Monitor Resolution	1280x960 or higher, dual monitors recommended
Software Prerequisites	Microsoft .Net™ 4.5
Internet Browser	Google Chrome v73.0.3683.75 or higher Microsoft Edge v42.17134.1.0 or higher <i>Only supported on browser versions currently supported by their respective vendors</i>

5. SERVER SPECIFICATIONS

Contractor requires that County maintains servers for Nuance Radiology products and Dolby Fusion CAC in a manner that is consistent with the following. These are estimated server specifications and may change based on the final scope of users, radiology reports and patient chart volume.

5.1. Nuance Radiology Products (PowerScribe One, PowerConnect Actionable Findings, ModLink, mPower Clinical Analytics)

	Production Environment
Application (Web, File)	
Operating System	Microsoft Windows® Server OS (2019 or newer)
Minimum RAM	32 GB
vCPUs @3.0GHz	6
System Drive	150 GB
Data Drives	100 GB
Additional Software Requirements	SSL Certified
SQL Server Database	

Operating System	Microsoft Windows® Server OS (2019 or newer)
Minimum RAM	48 GB
vCPUs @3.0GHz	6
System Drive	150 GB
Data Drives	450 GB
Additional Software Requirements	SQL 2019 Std/Ent
HL7 Gateway	
Operating System	Microsoft Windows® Server OS (2019 or newer)
Minimum RAM	8 GB
vCPUs @3.0GHz	4
System Drive	150 GB
Data Drives	50 GB
Mobile Bridge	
Operating System	Microsoft Windows® Server OS (2019 or newer)
Minimum RAM	8 GB
vCPUs @3.0GHz	4
System Drive	150 GB
Data Drives	N/A
Additional Software Requirements	SQL 2019 Std/Ent
Application – ModLink	
Operating System	Microsoft Windows® Server OS (2019 or newer)
Minimum RAM	16 GB
vCPUs @3.0GHz	4
System Drive	150 GB
Data Drives	100 GB
Application – PCAF Bridge	
Operating System	Microsoft Windows® Server OS (2019 or newer)
Minimum RAM	8 GB
vCPUs @3.0GHz	4
System Drive	150 GB
Data Drives	50 GB
Test Environment	
Operating System	Microsoft Windows® Server OS (2019 or newer)
Minimum RAM	8 GB
vCPUs @3.0GHz	4
System Drive	150 GB
Data Drives	100 GB

5.2. Nuance Radiology Product (Follow-up Manager)

	Production Environment
HL7 Server	
Operating System	Microsoft Windows® Server OS (2019 or newer)

Minimum RAM	16 GB
vCPUs @3.0GHz	6
System Drive	150 GB
Data Drives	100 GB
Application Server	
Operating System	Microsoft Windows® Server OS (2019 or newer)
Minimum RAM	32 GB
vCPUs @3.0GHz	6
System Drive	150 GB
Data Drives	300 GB
Additional Software Requirements	SSL Certified
SQL Server Database	
Operating System	Microsoft Windows® Server OS (2019 or newer)
Minimum RAM	32 GB
vCPUs @3.0GHz	6
System Drive	150GB
Data Drives	Data: 1TB Backups: 2TB Logs: 500 TempDB: 200
Additional Software Requirements	SQL 2019 Std/Ent
mPower Accelerator	
Operating System	Microsoft Windows® Server OS (2019 or newer)
Minimum RAM	8 GB
vCPUs @3.0GHz	4
System Drive	150 GB
Data Drives	N/A
Test Environment	
Operating System	Microsoft Windows® Server OS (2019 or newer)
Minimum RAM	8 GB
vCPUs @3.0GHz	4
System Drive	150 GB
Data Drives	700 GB

5.3. Dolbey Fusion CAC Product

Fusion CAC v. 2 is a web based software and can be configured to run on multiple web servers behind a web appliance to provide automatic fail-over.

	Production Environment	Test Environment
Transaction Server Node		
Minimum Processor Cores	16 CPU Cores	4 CPU Cores
Minimum RAM	32 GB	8 GB
Recommended OS (C:\) partition size	80 GB	80 GB
Estimated Data (D:\) partition size	500 GB	250 GB

Operating System	Microsoft Windows® Server OS (2016 or newer)	Microsoft Windows® Server OS (2016 or newer)
Code Suggestion Engine Server Node		
Minimum Processor Cores	8 CPU Cores	2 CPU Cores
Minimum RAM	32 GB	8 GB
Recommended OS (C:\) partition size	80 GB	80 GB
Estimated Data (D:\) partition size	250 GB	100GB
Operating System	Microsoft Windows® Server OS (2016 or newer)	Microsoft Windows® Server OS (2016 or newer)
Web Server(s)*		
Minimum Processor Cores	16 CPU Cores	4 CPU Cores
Minimum RAM	32 GB	8 GB
Recommended OS (C:\) partition size	80 GB	80 GB
Estimated Data (D:\) partition size	250 GB	80 GB
Operating System	Microsoft Windows® Server OS (2016 or newer)	Microsoft Windows® Server OS (2016 or newer)
Additional Software Requirements	Microsoft IIS 7.0 or greater with a provided signed SHA-256RSA SSL Certificate	Microsoft IIS 7.0 or greater with a provided signed SHA-256RSA SSL Certificate

Production Database		
Replica Set Server Nodes	Primary Node	Additional Nodes
Minimum Processor Cores	8 CPU Cores	8 CPU Cores
Minimum RAM	32 GB	32 GB
Recommended OS (C:\) partition size	80 GB	80 GB
Estimated Data (D:\) partition size	750 GB	750 GB
Operating System	Microsoft Windows® Server OS (2016 or newer)	Microsoft Windows® Server OS (2016 or newer)

6. TECHNOLOGY EVOLUTION

County acknowledges that the Recommended Configuration set forth in this Exhibit N (Recommended Configuration) (i) reflects requirements as of the Effective Date that are generally applicable to licensees of the Licensed Software and (ii) such requirements will change over time, based upon technology evolution and broadly accepted industry standards adopted by large health care organizations, and without the need for amendment to this Exhibit N (Recommended Configuration). During the period beginning two (2) years after Final Acceptance and through the end of the Term, or as otherwise agreed in writing by the Parties, as to any changes to the Recommended Configuration that Contractor can demonstrate are the result of broadly accepted industry standards and are adopted by large health care organizations, and do not result primarily from a Contractor requirement, County shall be responsible for the implementation of such changes. Except as expressly provided in this Section 6 (Technology Evolution), nothing in this Section changes or otherwise modifies the obligations of Contractor as to Revisions set forth in Section 17.1.9 (System Configuration Warranty).

7. EXCUSED PERFORMANCE

If County does not maintain the then current Recommended Configuration set forth in this Exhibit N and failure to maintain that Recommended Configuration is the reason the DCCDIS does not perform as set forth in Section 17.1.9 (Configuration Warranty) of the Agreement; prior to seeking a remedy under Section 17.1.9 (Configuration Warranty), County must demonstrate the Recommended Configuration has been in place and operational for sixty (60) days and the Configuration Warranty failure must occur again after that sixty (60) day period.



EXHIBIT O (FORM STATEMENT OF WORK)

TO THE

DATA CAPTURE AND CLINICAL DOCUMENTATION IMPROVEMENT SYSTEM
AND RELATED SERVICES AGREEMENT

EXHIBIT A. [INSERT SOW NUMBER]

[INSERT SOW NAME] STATEMENT OF WORK

1. INTRODUCTION

This Exhibit A. [Insert SOW Number] ([Insert SOW Name] Statement of Work) (sometimes referred to in this Exhibit as “**this SOW**”) is an attachment and addition to the Data Capture and Clinical Documentation Improvement System and Related Services Agreement (the “**Agreement**”), Agreement No. H-711085 entered into by and between the County of Los Angeles (“**County**”) and Accenture LLP (“**Contractor**”), and is incorporated in the Agreement by reference hereof. In the event of conflicting terms between the Agreement and this SOW, the terms of the Agreement shall prevail and nothing in this SOW shall modify or amend any provisions of the Agreement (including all components such as Statements of Work, Service Level Agreements, Exhibits, etc.) unless such modifications or amendments and the provisions of the Agreement which they modify or amend are specifically identified in this SOW and are Approved. This SOW includes any attachments hereto. Any capitalized terms not defined in this SOW shall have the meaning as used in the Agreement.

2. [INSERT SOW NAME] BUSINESS OBJECTIVES

[**]

3. SOW SUMMARY

3.1. SOW Team Structure and Resources

Contractor will provide a Project Staffing and Resource Management Plan. This plan will be utilized to establish fully loaded (identification of FTE equivalent or hours for all resources) Contractor resource staffing commitments and to detail specific County resources (e.g., staffing, equipment, etc.) that will guide County on how best to allocate and deploy staff to this Project. Notwithstanding the forgoing, this is a fixed fee engagement and the Contractor resources identified in the Project Staffing and Resource Management Plan do not affect the resources that may be required by Contractor.

3.2. Critical Success Factors

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

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

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

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

3.3. Schedule

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

Scheduled commencement dates, scheduled completion dates, and anticipated durations for tasks and subtasks will be developed as part of the Project Work Plan in accordance with Section 5 (Services and Deliverables) and Subtask [Insert Subtask Name].

4. GENERAL RESPONSIBILITIES

For the Services provided under this SOW:

- (A) The Services will be performed by Contractor on-site at sites designated by County and off-site location(s) as agreed by the Parties in writing for specific activities.
- (B) Contractor will provide designated full-time key Project leadership members to deliver the Services during normal business hours, 8:00 AM to 5:00 PM, Pacific Time, Monday through Friday, except County and Contractor recognized holidays, unless otherwise agreed by the Parties in writing.
- (C) Contractor will utilize a web portal implementation methodology, templates, and other tools as required to support the efficient and cost-effective execution of the Services defined in this SOW, to the extent the use of the web portal otherwise complies with the terms of the Agreement. This includes use of Contractor's knowledge capital databases and other repositories of Deliverables and intellectual capital from previous client experiences.
- (D) Contractor will provide all Services in English.

4.1. Contractor Project Manager Responsibilities

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

The Contractor Project Manager's obligations include:

- (A) Establish and maintain communications through the County SOW Lead and Project governance structure;
- (B) Manage the delivery of Services and Service Interdependencies;
- (C) Notify County of any Contractor focal point or contacts for specific activities or tasks;
- (D) Manage and maintain the Project Work Plan that lists, as appropriate, the activities, tasks, assignments, Service Interdependencies, Key Milestones, Deliverables, and Project Schedule;
- (E) Measure, track, and evaluate progress against the Project Schedule;
- (F) Work with the County SOW Lead to resolve deviations, if any, from the Project Schedule;
- (G) Coordinate and manage the activities of Contractor Personnel;
- (H) Report to the County SOW Lead problems and issues impacting Contractor's provision of the Services that require County's attention and resolution;
- (I) Coordinate resolution of all Service issues including those raised by the County SOW Lead and, as necessary, escalate such issues within the Contractor organization;
- (J) Administer the project management materials and activities with the County SOW Lead;
- (K) Conduct regularly scheduled Project status meetings and prepare weekly status reports for the Services defined in this SOW; and
- (L) Assist in the preparation and conduct of monthly steering committee updates.

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

4.2. Specific County Tasks

4.2.1. County SOW Lead Responsibilities

The County will assign a lead for this SOW (referred to as the “[Insert SOW Name] Lead” or “County SOW Lead”). The County SOW Lead will:

- (A) Serve as the primary interface between the Contractor Project Manager and County for the tasks and Deliverables set forth in this SOW;
- (B) Review this SOW and the responsibilities of both County and Contractor with the Contractor Project Manager;
- (C) Coordinate, manage, and be responsible for the control of the activities of County personnel for this SOW;
- (D) Communicate to the Contractor Project Manager any changes that may materially affect Contractor’s provision of the Services set forth in this SOW;
- (E) Coordinate with Contractor Project Manager on Contractor’s efforts to resolve problems and issues related to the Services set forth in this SOW;
- (F) Work with the Contractor Project Manager to resolve deviations, if any, from the Project Work Plan related to this SOW;
- (G) Coordinate resolution of issues raised by the Contractor Project Manager pertaining to this SOW and, as necessary, escalate such issues within the County organization;
- (H) Serve as the interface between Contractor’s Project team and all County departments participating in activities for the Services set forth in this SOW;
- (I) Notify Contractor of any County focal point or contacts for specific activities or tasks related to this SOW;
- (J) Ensure that tasks related to this SOW assigned to personnel within the County organization will be completed according to the timetable in the Project Schedule; and
- (K) Participate in selected Project status meetings with Contractor Project team members and schedule and coordinate attendance and participation of County personnel for interviews, meetings, and work sessions related to the completion of this SOW.

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

4.2.2. Other County Responsibilities

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

County will:

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

5. SERVICES AND DELIVERABLES

5.1. Services and Deliverables Summary Table

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

Task/Subtask Name		Deliverables/Milestones
Task 1 [Insert Task Name]		
Task/Subtask Name		Deliverables/Milestones
Subtask 1.1 [Insert Subtask Name]		Deliverable 1.1 [Insert Deliverable Name]
Subtask 1.2 [Insert Subtask Name]		Deliverable 1.2 [Insert Deliverable Name]
...		...
Task 2 [Insert Task Name]		
Subtask 2.1 [Insert Subtask Name]		Deliverable 2.1 [Insert Deliverable Name]
Subtask 2.2 [Insert Subtask Name]		Deliverable 2.2 [Insert Deliverable Name]
...		...
Task _ [Insert Task Name]		

5.2. Deliverable Development and Approval Process

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

- (1) All Deliverables must be developed in the form and format agreed to by County and Contractor using a Deliverables Expectations Document (also referred to as a “DED”) Approved by County. As each Project Deliverable is submitted, Contractor must include a copy of the Project DED as the cover sheet. A template to be used for each DED during this Project can be found in Section 5.5 (Project Deliverable Expectations Document Template) of this SOW.
- (2) Develop agendas, and coordinate scheduling with County, for all necessary events (e.g., workshops, meetings) for the production of the Deliverable.
- (3) Facilitate events (e.g., workshops, meetings) as required for the development of each Deliverable.
- (4) Record and analyze the input received from all events (e.g., workshops, meetings, and learning sessions) and distribute results or minutes for review to event participants.
- (5) Prepare drafts of the Deliverables for County for review.
- (6) Provide a structured process for County to provide feedback on drafts, including events, as appropriate.
- (7) Compile and incorporate County feedback to the draft Deliverable and prepare a revised Deliverable.

- (8) Distribute the revised Deliverable to County for review, obtain and analyze County feedback as above, and repeat if necessary.
- (9) Complete a final version of the Deliverable including, prior to distribution for Approval by County, validation by Contractor that the Deliverable conforms to the Specifications and meets the Acceptance Criteria.

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

5.3. Support Services

For the avoidance of doubt, the software included by Contractor in the DCCDIS shall be deemed Licensed Software under this Agreement, and subject to the representations and warranties as set forth in the Agreement.

Support and maintenance for the DCCDIS, including [**], will be provided in accordance with the Services identified in Task 2 (Maintenance and Operations) set forth in Exhibit A.2 (Support Services and Maintenance Statement of Work), and the term “Support Services” in the Agreement as applied to the DCCDIS shall refer to such Services.

5.4. Detailed SOW Tasks

Task 1 [Insert Task Name]	
Task Description	
<i>[Identify the Task and describe the Task.]</i>	
Subtasks/Deliverables	
Subtask 1.1 [Insert Subtask Name] <i>[Detail the activities and responsibilities of the Parties to complete the Subtask.]</i>	Deliverable 1.1 [Insert Deliverable Name] <ul style="list-style-type: none"> • <i>[Describe the specific Deliverables to be completed by Contractor and provided to County as part of this Subtask.]</i> • ... Acceptance Criteria <ul style="list-style-type: none"> • <i>[Describe the Acceptance Criteria required to be satisfied for the Deliverable in accordance with Section 12 (Acceptance) of the Agreement]</i>
...	...
Task _ [Insert Task Name]	
Task Description	
<i>[Identify the Task and describe the Task.]</i>	
Subtasks/Deliverables	

<p>Subtask _ [Insert Subtask Name] <i>[Detail the activities and responsibilities of the Parties to complete the Subtask.]</i></p>	<p>Deliverable _ [Insert Deliverable Name]</p> <ul style="list-style-type: none"> <i>[Describe the specific Deliverables to be completed by Contractor and provided to County as part of this Subtask.]</i> ... <p>Acceptance Criteria</p> <ul style="list-style-type: none"> <i>[Describe the Acceptance Criteria required to be satisfied for the Deliverable in accordance with Section 12 (Acceptance) of the Agreement]</i>
...	...

5.5. Project Deliverable Expectations Document Template

Project Deliverable Expectations Document	
Project Deliverable Number:	Title of Deliverable:
Deliverable Description:	Contract/SOW Reference:
Frequency:	Initial Draft Submission Due Date:
County's Review of Draft Deliverable: [XX] days	Final Submission Due Date: [XX] days after receipt of draft comments
County Approval Required: Yes/No	Distribution: County Project Manager – 1 hard copy and 1 soft copy County Project Oversight – 1 soft copy
Contractor: Complete shaded area below	
Detailed Deliverable Outline:	
Deliverable Acceptance Criteria (include agreed upon requirements, format and contents, related to Deliverable):	
Prepared By (please print):	Date Submitted:
Date Submitted 2:	Date Submitted 3:
Phone Number:	E-mail:
Contractor Project Director or Contractor Project Manager Signoff (For Key Deliverables):	

Contractor Representative Name:	Contractor Representative Position:
Contractor Representative Signature:	Date:
County Approval/Comments	
Approved By:	Date:
Signature:	
Comments:	



EXHIBIT P (ESCROW AGREEMENT)

TO THE

DATA CAPTURE AND CLINICAL DOCUMENTATION IMPROVEMENT SYSTEM
AND RELATED SERVICES AGREEMENT

IS2p

Software Source Code Escrow Agreement

Agreement between the Software Owner and InnovaSafe

Use This Agreement if:

- Multiple Licensees will be enrolled as Beneficiaries and provided notice of enrollment
- Release conditions are provided for in the license agreement only
- Management of single or multiple deposits are needed
- Simple non-modifiable agreement is needed
- Benefits and Services include:
 - Fees Will Never Be Increased
 - Complete client service
 - Encrypted Electronic Deposits
 - Repo Sync
 - Secure Messaging
 - Multi-Site Storage
 - Deposit Notification to all parties
 - Toll Free Telephone Support 800-239-3989 – (USA & Canada)

This Software Source Code Escrow Agreement (“Agreement”), agreement number _____, effective as of the date signed by the Depositor (“Effective Date”), is made and entered into by InnovaSafe, Inc. (“InnovaSafe”), a California corporation, located at 28212 Kelly Johnson Parkway, Suite 105, Valencia, California, 91355 and _____ (“Depositor”), located at _____. In consideration of the covenants, conditions, warranties, and restrictions contained in this Agreement, the parties agree as follows:

1. DEFINITIONS: For purposes of this Agreement, the following capitalized terms shall have the meanings set forth below, unless expressly defined otherwise in this Agreement:

- 1.1. “*Beneficiary Enrollment Form*” means the form used by InnovaSafe for the addition of a Beneficiary or Beneficiaries to this Agreement in accordance with the requirements of Section 3 of this Agreement, as such form may be modified or replaced by InnovaSafe in its sole discretion from time to time during the term of this Agreement. A copy of the current Beneficiary Enrollment Form is attached hereto as Exhibit Bns and incorporated herein.
- 1.2. “*Description of Deposit*” means a general description of the Software and the Deposit as set forth on Exhibit A attached hereto and incorporated herein.
- 1.3. “*Deposit or Deposit Materials*” means the copies of the Source Code deposited with InnovaSafe by the Depositor, or otherwise held by InnovaSafe pursuant to the terms of this Agreement.
- 1.4. “*License Agreement*” means the agreement pursuant to which Depositor licenses the Software to a Beneficiary in object code form.
- 1.5. “*Replacement*” means a Deposit relating to any complete change, modification, enhancement, or alteration of the Source Code since the last Deposit which completely replaces all of the previous Deposits.
- 1.6. “*Software*” means the software that as of the date hereof is licensed by the Depositor to a Beneficiary pursuant to the License Agreement, and which is generally described in the Description of Deposit.
- 1.7. “*Source Code*” means the Software in source code form, including all documentation and instructions necessary to maintain, duplicate, compile, interpret and install the source code for the Software.

2. DEPOSIT PROCEDURES

2.1. Initial, Additional, and Duplicate Deposits:

- 2.1.1. Within thirty (30) days of the Effective Date of this Agreement, Depositor agrees to deposit with InnovaSafe, copies of the Deposit for the version of the Software as licensed under the License Agreement. With such delivery, Depositor agrees to provide InnovaSafe with a completed Description of Deposit (Exhibit A).
- 2.1.2. Depositor also agrees to deposit with InnovaSafe the Deposit for each Replacement within thirty (30) days after its release, distribution, or other publication by Depositor in the ordinary course of business. With each such delivery, Depositor agrees to provide InnovaSafe with a completed Description of Deposit (Exhibit A).
- 2.1.3. Depositor shall deliver a duplicate Deposit within five (5) days of receipt of a written request from an authorized representative of InnovaSafe.

2.2. Encrypted Electronic Deliveries: Depositor shall encrypt and transmit any Deposit over the Internet to an InnovaSafe server. InnovaSafe shall not be liable for any Deposit, or any part thereof that is transmitted over the Internet to a InnovaSafe computer server.

2.3. Deposit Receipt Notification: InnovaSafe shall notify Depositor and Beneficiary of receipt of each Deposit by electronic mail (“email”) to the email address described in Section 10 of this Agreement or the Beneficiary Enrollment Form, as applicable, within a reasonable time following receipt by InnovaSafe of the Deposit.

2.4. Technical Verification of Deposit: Depositor may request that InnovaSafe perform a deposit verification of the Deposit. Any charges and expenses incurred by InnovaSafe in carrying out a deposit verification will be pre-paid by the Depositor, unless otherwise agreed to in writing. Limitations: Except solely in connection with the performance by InnovaSafe of a deposit verification, as provided for in InnovaSafes currently published verification information chart, that has been requested and agreed to by the parties in accordance with this Agreement, InnovaSafe shall have no obligation to determine the physical condition, accuracy, completeness, functionality, performance or non-performance of any Deposit or whether the Deposit contains any intellectual property to include, but not limited to, Software or Source Code.

2.5. Failed Deliveries: InnovaSafe shall not be responsible for procuring the delivery of any Description of Deposit (Exhibit A) or Deposit.

2.6. Deposit Reminder: InnovaSafe shall provide a simple email reminder to the Depositor regarding Deposit replacements two (2) times per year.

3. BENEFICIARY ENROLLMENT PROCEDURES

- 3.1. **Enrollment of Beneficiaries:** After payment of the initial invoice as provided for in Section 5.1.2 of this Agreement and InnovaSafe's acceptance of the initial Deposit, one or more beneficiaries ("Beneficiary") may be enrolled under this agreement upon written execution and delivery by the Depositor of the Exhibit "Bns", Beneficiary Enrollment Form.
- 3.1.1. InnovaSafe will issue an enrollment letter to the Beneficiary upon receipt of the Exhibit Bns.
- 3.1.2. Beneficiary is not a party to this Agreement, and shall have no rights, express or implied, arising under or relating to this Agreement except as expressly set forth herein.
- 3.1.3. This Agreement, and any and all rights and obligations of Beneficiary expressly provided for hereunder, may be modified, as provided for under Section 11.2.3 of this Agreement, and supplemented, extended, or assigned by Depositor and InnovaSafe at any time, and from time to time, by amendment of this Agreement as further provided by this Agreement. Any such modification (except as provided for under Section 11.2.3 of this Agreement), supplement, extension, or assignment of this Agreement by Depositor and InnovaSafe shall be effective without obtaining the consent of the Beneficiary.
- 3.1.4. Unless otherwise expressly set forth in an amendment to this Agreement signed by both Depositor and InnovaSafe, and Beneficiary if required under Section 11.2.3 of this Agreement, the rights and obligations of Beneficiary hereunder shall not be modified by (a) any waiver of the performance of an obligation required under this Agreement, or (b) any failure to enforce any of the obligations set forth in this Agreement, or (c) any consent, release, indulgence, or other action, inaction, or omission under or in respect of this Agreement, by Depositor or InnovaSafe.
- 3.2. **No Other Beneficiaries:** A person or entity that has not subscribed hereto as a Beneficiary in accordance with the requirements of this Agreement, including but not limited to, any other licensees of the Software, shall not have any rights hereunder and InnovaSafe shall have no duties to any such persons or entities.

4. DEPOSIT RELEASE PROCEDURES

- 4.1. **Deposit Release:** Upon receipt by InnovaSafe of written instructions directly from Depositor, Depositor's trustee in bankruptcy, or a court of competent jurisdiction, and payment to InnovaSafe of any unpaid fees, to include Deposit copying and delivery fees ("Release Fee of \$300 as provided for in Exhibit C of this Agreement"), InnovaSafe will release a copy, as opposed to the original, of the Deposit that has been specifically made for that Beneficiary to the Beneficiary identified in the instructions.
- 4.2. **Rights in Bankruptcy:** The parties agree that this Agreement, as it may be modified, supplemented, or replaced from time to time, is not intended, and shall not be construed to constitute an election of remedies by Beneficiary, or otherwise to supersede or foreclose any rights to which Beneficiary otherwise would be entitled under Title 11 United States Bankruptcy Code §365(n), as a licensee of intellectual property.
- 4.3. **Authorization to Copy:** Depositor authorizes InnovaSafe to use and copy the Deposit as determined by InnovaSafe in its sole discretion as necessary for the performance of its obligations hereunder, including but not limited to, performing any Deposit verification testing as authorized hereunder, provided, however, that the foregoing authorization does not grant, sell, assign or otherwise transfer to InnovaSafe any title to or ownership of any part of the Deposit or Software, or related documentation, or any other property of the Depositor.

5. FEES AND PAYMENTS

- 5.1. **Fee Schedule, Payments and Suspension of Performance:**
- 5.1.1. The fees and charges of InnovaSafe are set forth on the fee schedule attached hereto as Exhibit C and incorporated herein. Annual service fees shall not increase during the life of this Agreement.
- 5.1.2. All fees, costs, and any other amounts due and payable to InnovaSafe as provided hereunder, shall be paid by Depositor. The initial payment is for at least a single product deposit and one Beneficiary enrollment is due and payable when this Agreement is executed and is "due upon receipt". Annual fees must be paid to InnovaSafe within thirty (30) days of each anniversary date thereof. All other amounts payable to InnovaSafe shall be paid within thirty (30) days from the date of invoice to Depositor. Depositor shall not be entitled to any refunds, credits, withholds, offsets, reductions in, or deductions from, any payments due to InnovaSafe hereunder.
- 5.1.3. In addition to and without limiting any other right or remedy to which InnovaSafe may be entitled, InnovaSafe shall have the right, in its sole discretion, to suspend the performance of any or all of its obligations hereunder for so long as any amount due hereunder remains unpaid in whole or in part. If any controversy exists between or among the Depositor and any of the Beneficiaries hereto, or with any other person or entity with respect to the Deposit or the subject matter of this Agreement, InnovaSafe shall not be required to determine the same or take any action with respect thereto, but in addition to and without limiting any other right or remedy to which InnovaSafe may be entitled, InnovaSafe shall have the right, in its sole discretion, to suspend the performance of any or all of its obligations hereunder for so long as any such conflict or controversy may exist hereunder.

6. TERM AND TERMINATION

6.1. Term: This Agreement shall have an initial term of one (1) year from the date hereof unless earlier terminated as provided herein. At the expiration of the initial term, this Agreement shall automatically renew from year to year thereafter until this Agreement is terminated in accordance with the terms hereof.

6.2. Automatic Termination:

6.2.1. Notwithstanding the foregoing, this Agreement shall terminate as to each specific Beneficiary immediately and automatically upon either the expiration of the applicable License Agreement between such Beneficiary and Depositor, or the earlier termination of the applicable License Agreement between such Beneficiary and Depositor, whichever is applicable, provided, however, that in the case of termination (as distinguished from the expiration) of the applicable License Agreement between such Beneficiary and Depositor, each of the following shall apply: (i) such termination must have been effected by Depositor in accordance with the requirements of the applicable License Agreement; (ii) Depositor must provide both Beneficiary and InnovaSafe with written notice of the termination (the "Termination Notice"); (iii) within ten (10) days after receipt of the Termination Notice Beneficiary may, by providing written notice to Depositor and InnovaSafe object to the Termination Notice (the "Dispute Notice"); (iv) if Beneficiary delivers the Dispute Notice within the time and in the manner required by this Section 6.2.1, then the dispute shall be resolved in accordance with Section 9.3 of this Agreement; and (v) and if Beneficiary fails to deliver the Dispute Notice within the time and in the manner required by this Section 6.2.1, then the Termination Notice shall be deemed final and shall be conclusive and binding upon Beneficiary and Depositor.

6.2.2. This Agreement shall terminate effective immediately upon the release of the Deposit to all Beneficiaries as provided by this Agreement.

6.3. Termination by Depositor:

6.3.1. Subject to Section 6.3.3 of this Agreement, after the expiration of the initial term of this Agreement, Depositor shall have the right to terminate this Agreement without cause, in its sole discretion, by giving each Beneficiary and InnovaSafe written notice of its intent to terminate this Agreement at least forty-five (45) business days prior to the expiration of the initial term or the next renewal term, whichever is applicable.

6.3.2. Subject to Section 6.3.3 of this Agreement, Depositor shall have the right to terminate this Agreement as to a specific Beneficiary if such Beneficiary breaches any material term of this Agreement, provided, however, that written notice of such breach is given to InnovaSafe and the breaching Beneficiary, and the breaching Beneficiary fails to cure such breach to the reasonable satisfaction of Depositor within thirty (30) days of delivery of the notice.

6.3.3. If the Depositor provides written notice of its intent to terminate a Beneficiary to InnovaSafe each of the following shall apply: (i) such termination must have been effected by Depositor in accordance with the requirements of the applicable License Agreement; (ii) Depositor must provide both Beneficiary and InnovaSafe with written notice of the termination (the "Termination Notice"); (iii) within ten (10) days after receipt of the Termination Notice Beneficiary may, by providing written notice to Depositor and InnovaSafe object to the Termination Notice (the "Dispute Notice"); (iv) if Beneficiary delivers the Dispute Notice within ten (10) days, then the dispute shall be resolved in accordance with Section 9.3 of this Agreement; and (v) and if Beneficiary fails to deliver the Dispute Notice within ten (10) days, then the Termination Notice shall be deemed final and shall be conclusive and binding upon Beneficiary and Depositor.

6.4. Termination by Beneficiary:

6.4.1. A Beneficiary may not terminate this Agreement.

6.4.2. Each Beneficiary shall have the right to terminate their status as a Beneficiary to this Agreement by providing written notice to InnovaSafe.

6.4.3. A Beneficiary shall not be obligated to provide notice of a material breach by any other Beneficiary.

6.5. Termination by InnovaSafe:

6.5.1. InnovaSafe shall have the right to terminate this Agreement as to all parties or as to any Beneficiary, in the event of non-payment of any fees or other amounts due and payable to InnovaSafe or its designee, or if Depositor or any Beneficiary otherwise breaches any material term of this Agreement, provided, however, that written notice of such breach is given to all applicable parties.

6.5.2. If Depositor or the applicable Beneficiary fails to cure such breach within five (5) business days of the date such notice is delivered, then InnovaSafe shall have the right to terminate this Agreement by sending written notice of termination to all parties, and further provided, however that if payment is due from a Beneficiary and not from Depositor, then InnovaSafe may terminate this Agreement only as to that Beneficiary. InnovaSafe shall have no obligation to perform any obligations under this Agreement so long as such breach remains uncured,

including but not limited to, the receipt or release of any Deposit Materials as required under this Agreement. Any party may cure amounts past due, whether or not such party is obligated under this Agreement.

6.5.3. Notwithstanding any other provision hereof, at any time during the term of this Agreement, InnovaSafe shall have the right to terminate this Agreement without cause, in its sole discretion, by giving Depositor and each Beneficiary written notice of its intent to terminate this Agreement at least thirty (30) days prior to the date set for termination. During such thirty (30) day period Depositor shall have the right to provide InnovaSafe with written instructions to return any Deposit in its possession to Depositor, or if InnovaSafe is not able to locate the Depositor after reasonable attempts, then InnovaSafe may destroy the Deposit. InnovaSafe shall continue to be entitled to payment at its then current fees and charges (notwithstanding the termination date specified in its notice) until the Deposits are returned, or the Deposits are destroyed.

6.6. Disposition of Deposit: Upon the termination of this Agreement, the following shall apply:

6.6.1. all amounts then due and owing to InnovaSafe hereunder shall be paid in full;

6.6.2. if the termination is as to all Beneficiaries, then InnovaSafe shall, at InnovaSafe's sole option either destroy the Deposit Materials or return any Deposit in its possession to Depositor at the sole cost of the Depositor.

6.7. Survival of Certain Obligations: In the event of termination of this Agreement, the rights and obligations of the parties shall terminate, other than the obligation of Depositor and/or Beneficiary to pay InnovaSafe all fees and costs then due, the obligations of the parties which by their terms are intended to survive and the obligations of Depositor and Beneficiary pursuant to the Sections 4.2, 5, 8.2.1, 9, and 11.4 of this Agreement.

7. REPRESENTATIONS AND WARRANTIES OF DEPOSITOR

7.1. No Conflicts: Depositor represents and warrants to each Beneficiary and to InnovaSafe that the grant by Depositor to Beneficiary of the rights granted hereunder, the Deposits made pursuant hereto, and the implementation of this Agreement in accordance with its terms, do not and will not conflict with, violate, or infringe upon:

7.1.1. any rights or interests of any person or entity not a party to this Agreement;

7.1.2. any terms of any express or implied contract between Depositor and any other person or entity; or

7.1.3. any judicial or administrative order, award, judgment or decree of any state or country applicable to Depositor; or

7.1.4. any laws, rules, or regulations of any country from or to which any Deposit may be delivered in accordance with the provisions of this Agreement, including but not limited to, customs laws, import, export, and re-export laws.

7.2. Usability of the Deposit: Depositor represents and warrants that all Deposits made with InnovaSafe at all times:

7.2.1. will be the version of the current release of the Software, as offered by Depositor to the Beneficiaries or other licensees in the ordinary course of business from time to time during the term of this Agreement;

7.2.2. will be understandable and useable by a reasonably skilled programmer or other professional to understand, maintain, and correct the Software without assistance of any other person;

7.2.3. will contain sufficient documentation to enable such a skilled programmer or other professional to understand and use any proprietary languages or programming components that such a skilled programmer or other professional could not reasonably be expected to understand; and

7.2.4. includes all the devices, programming, and documentation necessary for the maintenance of the Software by the Beneficiary upon release of the Deposit pursuant to this Agreement, except for devices, programming, and documentation commercially available to the Beneficiaries on reasonable terms through readily known sources other than the Depositor.

8. RECORDS, REPORTS, ADMINISTRATION

8.1. Records of Deposits: InnovaSafe will maintain written records of all Deposits made by Depositor pursuant to this Agreement. InnovaSafe shall be entitled to rely on the completeness and accuracy of all information, documents and materials provided to InnovaSafe by Depositor, Beneficiary or any other person or entity, in connection with this Agreement. Depositor shall be entitled at reasonable times during normal InnovaSafe business hours and upon reasonable notice to InnovaSafe to inspect the records of Deposits maintained by InnovaSafe pursuant to this Agreement.

8.2. Access and Storage of Deposits:

8.2.1. Except as otherwise required to carry out its duties under this Agreement, InnovaSafe shall not permit any unauthorized person access to the Deposit. If InnovaSafe receives any order from a court or other judicial or arbitral tribunal pertaining to the disclosure or release of the Deposit, InnovaSafe will immediately notify the parties to this Agreement unless prohibited by law. Challenge of any such disclosure or release order shall be the sole responsibility of Depositor and Beneficiary. InnovaSafe does not waive its rights to present its position

with respect to any such order. No party has the right to require InnovaSafe to disobey any order from a court or other judicial or arbitral tribunal.

8.2.2. The storage of all Deposits will be in locked facilities.

8.3. Reliance:

8.3.1. InnovaSafe shall have no responsibility for determining the genuineness or validity of any instruction, document or other item given to or deposited with it, and in the performance of its obligations under this Agreement shall be entitled to rely upon any email or written notice, instruction, representation, warranty or request furnished to InnovaSafe by any of the parties hereto if such instructions are believed in good faith by InnovaSafe to have been given by an officer or another authorized representative of a party hereto.

8.3.2. All employees of Depositor and any Beneficiary, respectively, are conclusively deemed to have proper authority to act on behalf of such party hereunder.

8.3.3. InnovaSafe shall have no responsibility with respect to the Deposit other than to follow such instructions as may be provided herein.

8.4. Duty of Care and Sub-Contractors:

8.4.1. InnovaSafe shall perform all of the duties required by this Agreement in good faith. Except as expressly stated in this Section 8.4 of this Agreement, InnovaSafe shall have no duty of care, inquiry, or disclosure, whether express or implied, in the performance of its obligations under this Agreement.

8.4.2. Sub-contractors performing verification or other services on behalf of InnovaSafe shall be subject to the same duty of care as InnovaSafe.

8.5. Publicity:

8.5.1. Logos: InnovaSafe may include Depositor's trademarks, name, and logos in its customer lists, press releases, marketing materials, and on its website.

8.5.2. [Intentionally Omitted]

8.5.3. Removal of Logos: Depositor may require InnovaSafe to withdraw any use of their trademarks, name, and logos if they reasonably consider that InnovaSafe 's use of the trademark, name, and logo is derogatory, defamatory, or detrimental to them or in any way damages their business or reputation.

9. INDEMNIFICATION, DISPUTE RESOLUTION, CLAIMS

9.1. Indemnification: Depositor agrees to indemnify, defend and hold harmless InnovaSafe and its directors, officers, agents and employees (collectively "InnovaSafe") from and against any losses, claims, damages, judgments, assessments, costs and other liabilities (collectively "Liabilities"), and will reimburse InnovaSafe for all fees and expenses (including the reasonable fees and expenses of counsel) (collectively, "Expenses") as they are incurred in investigating, preparing, pursuing or defending any claim, action, proceeding or investigation, whether or not in connection with pending or threatened litigation or arbitration and whether or not InnovaSafe is a party (collectively, "Actions"), relating to this Agreement or arising out of or in connection with the services rendered or to be rendered by InnovaSafe pursuant to this Agreement, or any actions or inactions of InnovaSafe in connection with any such services or this Agreement; provided that Depositor will not be responsible for any Liabilities or Expenses of InnovaSafe that are determined to have resulted solely from the gross negligence or intentional tortious conduct of InnovaSafe in connection with any of the services, actions, or inactions referred to above.

9.2. Interpleader: In the event conflicting demands are made or conflicting notices are served upon InnovaSafe with respect to this Agreement or any Deposit, including but not limited to, upon the receipt of Contrary Instructions from Depositor, the parties expressly agree that in addition to the right to suspend its performance as provided in Section 5.1.3 of this Agreement, InnovaSafe shall have the absolute right, in its sole discretion, to file an action in interpleader requiring the Depositor and Beneficiary to answer and litigate their several claims and rights among themselves. InnovaSafe is hereby authorized to comply with the applicable interpleader statutes of the State of California in this regard, and Depositor agrees to pay all costs, expenses and reasonable attorneys' fees incurred by InnovaSafe in connection therewith, the amount thereof to be fixed and judgment thereon to be rendered by the court in such suit. Depositor agrees that InnovaSafe shall be obligated to act in accordance with an order or judgment of a court of competent jurisdiction directing InnovaSafe to act with regard to disposition of the Deposit, or the final decision of an arbitrator directing InnovaSafe to act with regard to disposition of the Deposit, and Depositor hereby authorizes and directs InnovaSafe to act in accordance with such order of a court or decision of an arbitrator.

9.3. Mediation and Arbitration:

9.3.1. Mediation: In the event of any controversy, dispute or claim between InnovaSafe and any other party hereto that arises under or otherwise relates to this Agreement, the parties agree that they shall first attempt to resolve

the dispute as follows: The parties will attempt in good faith to promptly resolve any dispute relating to this Agreement by negotiation between their executives who have authority to settle the controversy and may be at a higher level of management than the persons with direct responsibility for administration of this Agreement. Either Party may give the other notice of any dispute not resolved in the normal course of business. Within fifteen (15) days after such notice, the receiving party will submit to the other a written response. The notice and response will include (a) a statement of each party's position and a summary of arguments supporting that position, and (b) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within thirty (30) days after delivery of the disputing party's notice, the executives of both parties will meet at a mutually acceptable time and place, and thereafter as often as they deem reasonably necessary, to attempt to resolve the dispute. Each party will use good faith efforts to comply with reasonable requests for information made by the other. If the parties are unable to resolve the dispute within sixty (60) days of the disputing party's notice, or if the parties fail to meet within thirty (30) days, the dispute shall be submitted to mediation facilitated by a mediator as mutually approved by the parties, which approval shall not be unreasonably withheld or delayed by either party ("Mediator"). The parties agree to participate in good faith in the mediation conferences.

- 9.3.2. **Arbitration:** If the parties are unable to resolve the claim, controversy, or dispute through mediation, then it shall be decided by arbitration in Los Angeles County, California, in front of a single retired judge through the Judicial Arbitration and Mediation Service or, in its absence, any similar organization providing the arbitration services of retired judges ("JAMS") governed by California law. If for any reason within thirty (30) days of an arbitration demand, any other party to the Agreement fails to state in writing that it will cooperate in selecting the sole arbitrator, then the remaining party shall select the arbitrator. If for any reason the sole arbitrator is not selected within forty-five (45) days of the written arbitration demand, then JAMS shall have sole authority to assign one of its retired judges as the arbitrator that has experience with intellectual property law. The parties shall be entitled to discovery to the full extent provided in civil actions pending in the Superior Court for Los Angeles County, with the arbitrator deciding any controversies arising during and with respect to discovery. The decision of the arbitrator with respect to any issues submitted for determination shall be final and binding on all of the parties to this Agreement, provided, however that the arbitrator shall not have the power to award punitive or exemplary damages. Not less than twenty-one (21) days before the first scheduled session of the arbitration hearing, each party shall deliver to the other: (i) a complete list of the names of the witnesses that the party will call to testify at the hearing; and (ii) a complete and accurate copy of each document the party will offer in evidence at the hearing, excluding witnesses and documents that are used for impeachment.
- 9.3.3. Negotiations pursuant to this Section 9.3 shall be treated as confidential by the parties and as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence. Notwithstanding anything to the contrary in this Section 9.3, either hereto may immediately seek equitable relief as it deems necessary or advisable to protect its confidential information and other intellectual property rights.
- 9.4. **Disclaimer of Warranties:** InnovaSafe expressly disclaims any and all warranties, express or implied, in connection with this Agreement, or its implementation, or arising out of a course of performance, dealing, or trade usage, including, without limitation, any warranties of title, non infringement, merchantability, fitness for a particular purpose, defect, workmanship or uninterrupted or error-free use or operation.
- 9.5. **Limitations of Claims:** No action or claim against InnovaSafe arising out of or in any way relating to this Agreement may be instituted more than one (1) year after the event giving rise to such action or claim, and in no event shall InnovaSafe, its affiliates, or any of its or their representatives be responsible or liable for any indirect, incidental, consequential, special, exemplary, or punitive damages (including, but not limited to, loss of data, savings, revenue or profits), even if InnovaSafe, its affiliates, or any of its or their representatives has been advised of the possibility of such damages, including but not limited to, any damages from the use of, interruption of use, or inability to use any software or any data related thereto.
- 9.6. **Limitation of Liability:** In no event shall the total collective liability of InnovaSafe, its affiliates, and any of its or their representatives arising out of or relating in any way to this Agreement or its implementation exceed the total amounts paid or payable by the Depositor or Beneficiary to InnovaSafe hereunder, provided, however, that the foregoing limitation does not apply to damages (excluding damage to the Deposit media) that are determined by a judgment of a court of competent jurisdiction which is no longer subject to appeal or further review to have resulted solely from the gross negligence or willful misconduct of InnovaSafe.

9.7. **Proceedings:** InnovaSafe shall not be required or compelled to be a party to, assist in, or otherwise participate, whether as a witness or in any other capacity, in any investigation, audit, action or proceeding, whether judicial, arbitral or administrative, instituted by Depositor, Beneficiary, or any third party (collectively, a “Proceeding”), provided, however, that in the event that InnovaSafe is made a party to or is threatened to be made a party to, or otherwise becomes involved in, any such Proceeding, then in any such case Depositor agree to pay in advance, upon receipt of written demand therefor from InnovaSafe, any and all expenses that may be incurred by InnovaSafe in connection therewith, which shall include, without limitation, attorneys’ fees, disbursements and retainers, court costs, transcript costs, fees of accountants, experts and witnesses, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, or being or preparing to be a witness or other participant in a Proceeding.

10. **NOTICES AND NOTICE ADDRESS:** All notices, requests, demands, or other communications required or permitted under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes if done by personal delivery, or electronic mail, or First-Class Mail, or Certified Mail, or commercial overnight delivery service (DHL, FedEx, UPS), or facsimile transmission. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service. InnovaSafe, Depositor or any Beneficiary may change its contact information by giving notice of the change in any manner permitted by this Agreement.

To: **DEPOSITOR:**

Contact Name:	
Title:	
Street Address:	
City, State, Zip:	
Country:	
Phone:	
Facsimile:	
Email:	

INNOVASAFE, INC.

Corporate Address: 28212 Kelly Johnson Parkway, Suite 105, Valencia, California, 91355 USA
Mailing Address: PO Box 800256, Valencia, California 91380 USA
Phone: 1-661-247-0100
eMail: clientsupport@innovasafe.com

To: **BENEFICIARY:** As set forth in Exhibit “Bns”

11. MISCELLANEOUS PROVISIONS

11.1. **Independent Contractors:** The parties are independent contractors, and no party shall be held to be a fiduciary or trustee, or to have any fiduciary obligation, to any other party, or shall be considered, by entering into or performing any obligation under this Agreement, to assume or become liable for any special duty, or any existing or future obligations, liabilities or debts of the other party. No employee or agent of one party shall be considered to be an employee or agent of the other party.

11.2. **Complete Statement, Interpretation and Modification of Agreement:**

11.2.1. The parties hereto acknowledge that each has read this Agreement, understands it, and agrees to be bound by its terms. The parties further agree that this Agreement is the complete and exclusive statement of their agreement with respect to the subject matter hereof, and supersedes all oral or written proposals, understandings, representations, warranties, covenants, and communications between the parties relating hereto. InnovaSafe is not a party to the License Agreement and no provision of the License Agreement shall be construed to apply to InnovaSafe or otherwise give rise to any obligation of InnovaSafe.

11.2.2. Each party and its counsel have participated fully in the review and approval of this Agreement. Any statute or rule of law to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.



- 11.2.3. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by Depositor and InnovaSafe, and by the Beneficiary if it affects any material right or obligation of such Beneficiary provided hereunder. No course of performance by the parties hereunder shall be deemed to constitute an amendment of this Agreement.
- 11.3. Waiver: No waiver of a breach, failure of a condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the waiving party. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
- 11.4. Attorneys' Fees: In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights or seeks a declaration of any rights or obligations, in each case arising out of or relating to this Agreement (whether in contract, tort, or otherwise), the prevailing party shall be awarded reasonable attorneys' fees, together with any costs and expenses, to resolve the dispute and to enforce the final judgment.
- 11.5. Force Majeure: Except for obligations to make payment as indicated herein, no party shall be held responsible for any act, failure, event, or circumstance addressed herein if such act, failure, event, or circumstance is caused by conditions beyond such party's reasonable control.
- 11.6. Due Authorization, No Third-Party Rights, Partial Invalidity, Headings:
 - 11.6.1. Each party represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized by all necessary corporate, partnership, or limited liability company action.
 - 11.6.2. This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted, authorized and acknowledged successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement.
 - 11.6.3. If any provision of this Agreement is held illegal, unenforceable, or in conflict with any law of any federal, state or local government having jurisdiction over this Agreement, the validity of the remaining provisions hereof shall not be affected thereby.
 - 11.6.4. The headings in this Agreement are included for convenience only and shall neither effect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.
- 11.7. Governing Law: The validity of this agreement and any of its terms or provisions, as well the rights and duties of the parties under this agreement, shall be construed pursuant to and in accordance with the laws of the State of California.
- 11.8. Instructions to InnovaSafe: This Agreement shall constitute instructions to InnovaSafe. In addition, Depositor agrees to execute, deliver and be bound by any supplemental or general policies or procedures of InnovaSafe or such other instruments as may be reasonably required by InnovaSafe in order to perform its obligations as contemplated by this Agreement. In the event of any conflict or any inconsistency between such policies or procedures and any provision of this Agreement, the provision of this Agreement shall control.
- 11.9. Counterparts, Facsimile and Scanned Copy: This Agreement may be signed in one or more counterparts, by facsimile or scanned copy each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date below the signatures.

DEPOSITOR

INNOVASAFE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
DESCRIPTION OF DEPOSIT



THIS FORM MUST ACCOMPANY EACH DEPOSIT TO INNOVASAFE

DEPOSITOR CONTACT INFORMATION:

Company:	Contact:
Title:	Email:
St. Address:	City/State:
Postal Code:	Country:
Phone:	Fax:

Deposit Details			
Deposit Method:	<input type="checkbox"/> Web Portal <input type="checkbox"/> SCP <input type="checkbox"/> Other: _____	Indicate hardware used to create deposit:	
Product(s) Name:		Indicate operating systems used:	
Product Version:		Indicate backup command/software used:	
Comments:	SEE BELOW	Indicate software compression used:	
		Indicate whether encryption/password protection was used:	
		Password:	***
		What computer language was the source written:	
		Approximate size of the data on the media: (MB/GB)	

*****Please use our SecureSend service for password transmittal.**

TYPE OF DEPOSIT (REQUIRED): *Please Check Only One Box

- Initial Deposit
- Replacement Deposit

IF THIS IS A REPLACEMENT DEPOSIT, PLEASE INDICATE WHETHER WE SHOULD RETURN OR DESTROY THE PREVIOUS DEPOSIT:

- Return
- Destroy

EXHIBIT Bns
 BENEFICIARY ENROLLMENT FORM
 INNOVASAFE ACCOUNT # _____



Pursuant to this Software Source Code Escrow Agreement, Depositor hereby enrolls the following as a Beneficiary.

BENEFICIARY INFORMATION:

*This contact person will receive the Beneficiary enrollment notification.

Company:	Contact:
Title:	Email:
St. Address:	City/State:
Postal Code:	Country:
Tel #:	Fax #:

PLEASE LIST WHICH SOFTWARE PACKAGE(S) THIS BENEFICIARY IS ENTITLED:

DEPOSITOR INFORMATION:

Company:	Contact:
Title:	Email:
St. Address:	City/State:
Postal Code:	Country:
Tel #:	Fax #:

Signature (**Required**): _____

Date: _____

Party responsible for annual service fees
(see Exhibit "C" Fee Schedule)

- Depositor
 Beneficiary

Invoicing Contact (Required):

Contact:	St. Address:
City/State:	Postal Code:
Country:	Tel #:
Email:	Purchase Order #:

Please return this form, completed and signed to:

clientsupport@innovasafe.com

EXHIBIT C
SCHEDULE OF FEES
INNOVASAFE ACCOUNT # _____

IS2p v23
Account# _____

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Set Up Fee	No Fee
Annual Fees*	
▪ Per Product Deposit (per Product Deposit)	\$700
▪ Beneficiary Fee (per Beneficiary Enrollment)	\$400
Included Services	
▪ 12 Free Replacements per product per year	Included
▪ Multi-Site Storage	Included
▪ Client Portal – document access	Included
▪ Client Portal – secure message	Included
▪ Deposit Reminder (email) 2x per year	Included
Additional Replacement Deposits	\$90 per deposit
Optional Services – annual fee	
▪ Client Portal – deposit history	\$200 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
▪ Deposit Tracking – 1x per year	\$200 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
▪ Unlimited Deposits - per product	\$200 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
▪ Limited Deposit Verification: Limited Deposit Verification: Each deposit is virus checked; a single file is checked for the presence of source code as well as an ownership mark.	\$200 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Level 1 Inventory and Analysis Test: The L1I&A Test is performed on a single specific product deposit, which includes the following: outputs of the File List Test; identifying the presence/absence of build, setup, and design documentation (including the presence or absence of a completed product deposit questionnaire), and identifying materials required to recreate the Depositor's application development and production environments. A deposit verification report will be issued to each party and includes compile and setup documentation; file classification tables; and file listings; the deposit verification report will list required software development materials, including, without limitation, required source code languages and compilers, third-party software, libraries, operating systems, and hardware, and InnovaSafe analysis of the deposit. Separate work order is required.	\$495 per test
Level 2 Deposit Compile Test: InnovaSafe will perform a deposit compile test, which includes the result of the Level 1 test, plus recreating the software development environment, compiling source files and modules, linking libraries, and recreating executable code, providing a pass/fail determination, and creation of comprehensive compilation documentation.	Quote Only
Level 3 Binary Comparison Test: InnovaSafe will perform a single binary comparison test, which includes the results of the Level 2 test and a comparison of the executable files built from the Level 2 test to the actual executable files in use by the Beneficiary to ensure a full binary-level match.	Quote Only
Level 4 Full Usability Test: InnovaSafe will perform one full usability test which includes the results of the Level 1 and Level 2 tests. InnovaSafe will confirm that the deposit materials can be setup, installed and configured and once installed, InnovaSafe will execute functional tests, based on pre-determined test scripts provided by the parties, and create comprehensive setup and installation documentation.	Quote Only
Back –Up Copy Return: Electronic deposits – returned electronically	No Fee
Release Request Fee – per request	\$300

***One product deposit and one beneficiary fee will always be invoiced.**
All Fees Are Payable in US Dollars unless otherwise agreed to in writing.





EXHIBIT Q (CONFIDENTIALITY AGREEMENT)

TO THE

DATA CAPTURE AND CLINICAL DOCUMENTATION IMPROVEMENT
SYSTEM AND RELATED SERVICES AGREEMENT

EXHIBIT Q

CONFIDENTIALITY AGREEMENT

1. GENERAL INFORMATION

The organization identified above ("**Contractor**") is under contract ("**Agreement**") to provide Services (as such term is defined in the Agreement) to the County of Los Angeles ("**County**"). County requires each employee, agent, consultant, outsourced vendor and independent contractor (as used in this Exhibit Q (Confidentiality Agreement), "**staff**") of this Contractor performing Services under such Agreement to understand his/her obligations with respect to the personal, proprietary and other confidential material, data or information, with which he/she will be in contact. Contractor, by executing this Confidentiality Agreement ("**Confidentiality Agreement**"), represents that it shall ensure each such staff member's compliance with the obligations regarding such data and information, as set forth in the Agreement, including this Exhibit Q (Confidentiality Agreement).

2. CONTRACTOR ACKNOWLEDGMENT

Contractor understands and agrees that all of Contractor's, or any subcontractor's, staff that will provide Services pursuant to the above-referenced Agreement are Contractor's, or any subcontractor's, sole responsibility. Contractor understands and agrees that its, or any subcontractor's, staff must rely exclusively upon Contractor, or any subcontractor, for payment of salary and any and all other benefits payable by virtue of such staff's performance of Services under the above-referenced Agreement.

Contractor understands and agrees that its, or any subcontractor's, employees are not employees of County for any purpose whatsoever and that such staff do not have and will not acquire any rights or benefits of any kind from County by virtue of performance of Services under the above-referenced Agreement. Contractor understands and agrees that its, or any subcontractor's, staff do not have and will not acquire any rights or benefits from County pursuant to any agreement between any person or entity and County.

3. CONFIDENTIALITY

Contractor, any subcontractor, and their staff, by virtue of performing Services under the above-referenced Agreement, may come in contact with (i) Confidential Information (as such term is defined in the Agreement), (ii) data and information, which County has an obligation to keep confidential by applicable law or otherwise, and (iii) proprietary information belonging to other organizations, contractors or their subcontractors doing business with County (collectively for the purpose of this this Exhibit Q (Confidentiality Agreement), "**Confidential Information**"). By signing this Confidentiality Agreement, Contractor agrees that, by virtue of involvement in the Services under the Agreement, it, any subcontractor, and their staff shall protect the confidentiality of all such Confidential Information pursuant to the terms of Section 19 (Confidentiality) of the Agreement and as specified below.

Contractor agrees, on behalf of itself, its subcontractors and all staff, (i) to protect from loss and disclosure and hold in confidence any and all Confidential Information; (ii) not to directly or indirectly reveal, report, publish, transfer, reproduce to, or for the benefit of, any unauthorized person or otherwise disclose any Confidential Information obtained while performing Services under the above-referenced Agreement; and (iii) to utilize the Confidential Information solely for the limited purpose of providing Services pursuant to the Agreement and as explicitly authorized in Exhibit X (County Information Use Exhibit). Contractor's, or any subcontractor's, staff shall forward all requests for disclosure or copying of any such information in their possession or care to the County Project Manager under the Agreement.

Contractor agrees to report to the County Project Manager under the Agreement any and all violations of this Confidentiality Agreement, including unauthorized disclosures or copying of Confidential Information, whether accidental or intentional, and whether by Contractor's, or any subcontractor's, staff and/or by any other person, of which such staff become aware. Contractor agrees and shall ensure that its, or any subcontractor's, staff return possession of all Confidential Information to Contractor for delivery to County upon completion of the above-referenced Agreement, or termination of employment with the Contractor, or any subcontractor, whichever occurs first.

SIGNED _____

DATE _____

PRINTED _____

TITLE _____



EXHIBIT R (CONTRACTOR'S EEO CERTIFICATION)

TO THE

DATA CAPTURE AND CLINICAL DOCUMENTATION IMPROVEMENT SYSTEM
AND RELATED SERVICES AGREEMENT

EXHIBIT R

CONTRACTOR'S EEO CERTIFICATION

Accenture LLP

Contractor Name

500 W. Madison Street, Chicago IL 60661

Address

36-7274696

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date



EXHIBIT S (COUNTY ORDINANCES AND POLICIES)

TO THE

DATA CAPTURE AND CLINICAL DOCUMENTATION IMPROVEMENT SYSTEM
AND RELATED SERVICES AGREEMENT

EXHIBIT S

COUNTY ORDINANCES AND POLICIES

COUNTY OF LOS ANGELES
POLICY ON DOING BUSINESS WITH SMALL BUSINESS

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE. . . .

The importance of small business to the County. . .

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

The County can play a positive role in helping small business grow. . .

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.
4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

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

2.203.070. Exceptions.

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

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

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website:

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

IRS NOTICE 1015



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2023)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Certificate.

Note: You are encouraged to notify all employees whose wages for 2023 are less than \$63,398 that they may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following.

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you

must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 5, 2024.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at www.irs.gov/FormsPubs. Or you can go to www.irs.gov/OrderForms to order it.

How Will My Employees Know if They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the Instructions for Forms 1040 and 1040-SR.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2023 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2023 and owes no tax but is eligible for a credit of \$800, they must file a 2023 tax return to get the \$800 refund.

Notice **1015** (Rev. 12-2023)
Cat. No. 205991

Safely Surrendered Baby Law

For printing purposes, the Fact Sheet and other information is available on the Internet at:

<https://www.lacounty.gov/residents/family-services/child-safety/safe-surrender/>

BACKGROUND AND RESOURCES:
CALIFORNIA CHARITIES REGULATION

There is a keen public interest in preventing misuse of charitable contributions. California’s “Supervision of Trustees and Fundraisers for Charitable Purposes Act” regulates those raising and receiving charitable contributions. The “Nonprofit Integrity Act of 2004” (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification.

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://oag.ca.gov/>, contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The “Supervision of Trustees and Fundraisers for Charitable Purposes Act” is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations (“advertising”) are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://oag.ca.gov/charities/laws>

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://calnonprofits.org/>. Both organizations’ websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, provided under this sub-section is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the County of Los Angeles of such organizations.

Title 2 ADMINISTRATION
Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

[2.206.010 Findings and declarations.](#)

[2.206.020 Definitions.](#)

[2.206.030 Applicability.](#)

[2.206.040 Required solicitation and contract language.](#)

[2.206.050 Administration and compliance certification.](#)

[2.206.060 Exclusions/Exemptions.](#)

[2.206.070 Enforcement and remedies.](#)

[2.206.080 Severability.](#)

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

A. **“Contractor”** shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.

B. **“County”** shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.

C. **“County Property Taxes”** shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.

D. **“Department”** shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.

E. **“Default”** shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

F. **“Solicitation”** shall mean the County's process to obtain bids or proposals for goods and services.

G. **“Treasurer-Tax Collector”** shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;

B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and

C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.

B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement.

(Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:

1. Chief Executive Office delegated authority agreements under \$50,000;
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,

3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)



EXHIBIT T (PROJECT TEAM AND GOVERNANCE)

TO THE

DATA CAPTURE AND CLINICAL DOCUMENTATION IMPROVEMENT SYSTEM AND RELATED SERVICES AGREEMENT

EXHIBIT T

PROJECT TEAM AND GOVERNANCE

This Exhibit T (Project Team and Governance) is an attachment and addition to the Data Capture and Clinical Documentation Improvement System and Related Services Agreement (the “**Agreement**”), Agreement No. H-711085 entered into by and between the County of Los Angeles (“**County**”) and Accenture LLP (“**Contractor**”), and is incorporated into the Agreement by reference hereof. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.

1. PROJECT TEAM

1.1. Project Directors

Contractor shall assign a “**Contractor Project Director**” who shall be dedicated to the County account full-time. The Contractor Project Director shall be responsible for Contractor’s performance of all its tasks, subtasks, and other Services, and ensuring Contractor’s compliance with this Agreement. The initial Contractor Project Director, along with the location of the Contractor Project Director, is specified in Exhibit J (Contractor Key Employees). Contractor shall not reassign or replace any Contractor Project Director or any Contractor Key Employees during the time of their “**Continuity Commitment**” as set forth in Exhibit J (Contractor Key Employees), unless: (a) Contractor obtains County’s consent in writing (with respect to Contractor Key Employees, which such consent shall not be unreasonably withheld) to such reassignment or replacement; or (b) the individual (i) voluntarily resigns from Contractor and is not rehired by Contractor for a period of no less than six (6) months, (ii) is dismissed by Contractor for (1) misconduct (e.g., fraud, drug abuse, theft), or (2) unsatisfactory performance in respect of his or her duties and responsibilities to County or Contractor, (iii) is removed from the Contractor Personnel pursuant to Section 1.5 (Conduct of Contractor Personnel), (iv) is unable to work due to his or her death or disability, or (v) as to Contractor Key Employees (excluding the Contractor Project Director), requests reassignment under compassionate circumstances (e.g., relocation of a spouse) (subparts (a) and (b) are collectively referred to as “**Contractor Project Director and Key Employee Approved Reassignments**”). In the event the Contractor Project Director leaves after the Continuity Commitment for the Contractor Project Director, Contractor must provide a replacement that has the same or better experience or skills as the Contractor Project Director being replaced, County shall have the right to Approve the replacement, a mutually agreed transition and knowledge transfer plan shall be developed and Approved by County, and, provided the Contractor Project Director is still employed by Contractor, Contractor shall make the former Contractor Project Director available to County to address significant issues as to which the former Contractor Project Director has a unique understanding or perspective based on his or her engagement at County. The initial “**County Project Director**” is specified in Exhibit W (County Key Personnel).

1.2. Contractor Project Manager

Contractor shall assign a “**Contractor Project Manager**” to manage Contractor’s performance of the Services. The initial Contractor Project Manager shall be listed in Exhibit J (Contractor Key Employees). The Contractor Project Manager shall be responsible for Contractor’s day-to-day activities under this Agreement and for providing County reports as provided in Section 2 (Reports and Meetings). The Contractor Project Manager shall also serve as Contractor’s liaison with County, assign and schedule Contractor Personnel to perform all of the Services required by County under this Agreement, and act as Contractor’s initial representative for dispute resolution. Contractor shall not reassign or replace the Contractor Project Manager from the Effective Date of the Agreement through three (3) months after Final Acceptance, unless: (a) Contractor obtains County’s consent in writing to such reassignment or replacement; or (b) the individual (i) voluntarily resigns from Contractor and is not rehired by Contractor for a period of no less than six (6) months, (ii) is dismissed by Contractor for (1) misconduct (e.g., fraud, drug abuse, theft), or (2) unsatisfactory performance in respect of his or her duties and responsibilities to County or Contractor, (iii) is removed from the Contractor Personnel pursuant to Section 1.5 (Conduct of Contractor Personnel), (iv) is unable to work due to his or her death or disability, or (v) the Contractor Project Manager requests reassignment under compassionate circumstances (e.g., relocation of a spouse) (subparts (a) and (b) are collectively referred to as “**Contractor Project Manager Approved Reassignments**”). In the event the Contractor Project Manager leaves after the period above, Contractor must provide a replacement that has the same or better experience or skills as the Contractor Project Manager being replaced, County shall have the right to Approve the replacement, a mutually

agreed transition and knowledge transfer plan shall be developed and Approved by County, and, provided the Contractor Project Manager is still employed by Contractor, Contractor shall make the former Contractor Project Manager available to County to address significant issues as to which the former Contractor Project Manager has a unique understanding or perspective based on his or her engagement at County. Contractor shall manage the Services in accordance with the Project Management Institute (PMI) standards or other County Approved IT project management methodology, as determined applicable by County.

1.3. County Project Manager

County shall assign a “**County Project Manager**” who will be responsible for County’s day-to-day activities with respect to such project under this Agreement. The initial County Project Manager shall be listed in Exhibit W (County Key Personnel). The County Project Manager shall serve as County’s initial representative for dispute resolution. The County Project Manager shall respond to the Contractor Project Manager’s reports to the extent that a response is appropriate as determined by the County Project Manager. All Services provided by Contractor hereunder shall be subject to Approval by the County Project Manager. Any change of the County Project Manager shall be in County’s sole discretion; provided County shall notify Contractor in writing of any change. The County Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect with regard to the terms and conditions of this Agreement or Optional Work. The County Project Manager shall also serve as County’s liaison with Contractor, assign and schedule County personnel to perform all responsibilities required of County under this Agreement, and act as County’s initial representative for dispute resolution.

1.4. Contractor Key Employees

The Contractor Key Employees shall be dedicated to the County account as set forth in Exhibit J (Contractor Key Employees). The initial Contractor Key Employees are those individuals listed in Exhibit J (Contractor Key Employees). Except for a replacement or reassignment of the Contractor Key Employees due to the occurrence of (i) a Contractor Project Director and Key Employee Approved Reassignment, or (ii) a Contractor Project Manager Approved Reassignment (collectively, “**Approved Reassignment**”), Contractor shall not reassign or replace any Contractor Key Employee, if such reassignment or replacement would materially disrupt County’s operations, until the completion of any projects to which the Contractor Key Employee is assigned. No Approved Reassignment of a Contractor Key Employee shall occur without at least thirty (30) calendar days (or as reasonably practical under the circumstances) prior written notice to County. Upon an Approved Reassignment of a Contractor Key Employee, the Parties agree to update Exhibit J (Contractor Key Employees) with the name of the agreed upon replacement individual, as appropriate via a Change Notice in accordance with Section 13.2 (Change Notices) of the Agreement.

1.5. Conduct of Contractor Personnel

While at the County locations, all Contractor Personnel shall (a) comply with reasonable requests, standard rules, policies, and regulations of County communicated (disclosed to Contractor or Contractor Personnel in writing or by other means generally used by County to disseminate such information to employees or contractors, including electronic means) to Contractor regarding personal and professional conduct (including the wearing of business attire commensurate with County’s standards and adhering to County regulations and general safety practices or procedures) generally applicable to such County locations, and (b) otherwise conduct themselves in a professional and businesslike manner.

The County Project Director or the County Project Manager shall have the right to Approve or request the removal of any Contractor Personnel assigned to perform under this Agreement. Should County be dissatisfied with the performance, competence, responsiveness, capabilities, cooperativeness, or fitness for a particular task of any Contractor Personnel assigned by Contractor to perform Services under this Agreement, County may request the replacement of such Contractor Personnel. The replacement request shall be in writing, and, upon receipt of the request, Contractor shall make reasonable efforts to furnish a qualified and acceptable replacement within fifteen (15) Business Days. In the event Contractor should ever need to remove any Contractor Key Employee or Contractor Personnel either with primary responsibility for a workstream in the Project Work Plan, who are client-facing as to design, build, testing, and deployment of the Services (excluding trainers), or overseeing Support Services or performing Implementation Services under this Agreement, Contractor shall provide County with adequate notice,

except in circumstances in which such notice is not possible, and shall work with County on a mutually agreeable transition plan so as to provide an acceptable replacement and ensure project continuity. Such transitioning to replacement Contractor Personnel shall be at no additional cost to County. Contractor agrees that all Contractor Personnel assigned to perform under this Agreement must have experience and suitable training and skills in the areas in which they are responsible for performing the tasks to which they will be assigned under this Agreement. In the event that the actions or inactions of Contractor Personnel create additional work in connection with the performance of the Services that would have otherwise been unnecessary in the absence of such action or inaction, Contractor shall perform all such additional work at no additional charge to County, unless such action or inaction is demonstrated by Contractor to be at the direction of County. In addition, Contractor represents and warrants that it will take all commercially reasonable steps to assure continuity over time of the membership of the group constituting Contractor Personnel. Contractor shall promptly fill any Contractor Personnel vacancy with Contractor Personnel having qualifications at least equivalent to those of the Contractor Personnel being replaced. In the event Contractor replaces Contractor Personnel, all transition tasks, including but not limited to training, knowledge transfer, and other time involved with the replacement Contractor Personnel becoming familiar with County and the Services, shall be at no additional cost to County. Additionally, in order to ensure a smooth transition between replacement and former Contractor Personnel, Contractor shall use reasonable effort to make the replacement Contractor Personnel available to shadow the Contractor Personnel to be replaced for a period of not less than ten (10) Business Days. During such shadow period, County shall only be responsible for the charges associated with the Contractor Personnel to be replaced.

1.6. County Personnel

All County personnel assigned to this Agreement shall be under the exclusive supervision of County. County shall assign personnel (i) as set forth in Exhibit W (County Key Personnel), and (ii) to support the Project Work Plan. In the event Contractor determines that County personnel are not available as provided in the Project Work Plan, Contractor shall have the right to immediately escalate in writing County's staffing issue to the County Project Director or his or her designee.

2. REPORTS AND MEETINGS

2.1. Reports

During the performance of the Implementation Services, the Contractor Project Manager and County Project Manager, as defined in Section 1.3 (County Project Manager), shall communicate at least once each week (the "**Status Report**") about the work in progress. The communications shall include a conference call or an in-person meeting (the "**Status Meeting**") and a report from the appropriate Contractor Personnel regarding:

- (A) Period covered by the report;
- (B) Tasks, subtasks, Deliverables, goods, and Services scheduled for the reporting period which were completed;
- (C) Tasks, subtasks, Deliverables, goods, and Services scheduled for the reporting period which were not completed;
- (D) Tasks, subtasks, Deliverables, goods, and Services not scheduled for but completed in the reporting period;
- (E) Tasks, subtasks, Deliverables, goods, and Services scheduled to be completed in the next reporting period;
- (F) Summary of project status as of reporting date;
- (G) Updated Key Deliverable chart;
- (H) Issues to be resolved;
- (I) Issues resolved;
- (J) Updates on any scheduling and Milestones;
- (K) Updates on knowledge transfer, training, education, and validated effectiveness; and

- (L) Any other information that County or Contractor may, from time-to-time, reasonably request in writing that Contractor or County, as the case may be, may deem appropriate.

2.2. Quarterly Review Meetings

After Final Acceptance, Contractor and County shall, at quarterly intervals or such other time periods mutually agreed to by the Parties, hold a review meeting at County's offices, or at such other place as is mutually agreed to by the Parties, to review the performance of the Licensed Software, Third-Party Products, Hosting Software, Services, and Service Levels (as defined in Section 11 (Service Levels) of the Agreement); discuss fee and expense issues; and address such other issues as may be relevant at the time. The Contractor Project Manager and Support Services lead (and senior executive personnel from the Contractor who attend) and Contractor's subject matter experts as determined by the meeting agenda shall attend at the sole cost of Contractor.

2.3. Alert Reports

Contractor shall promptly notify County in writing (i.e., e-mail or facsimile transmission) on becoming aware of any change or problem that would negatively impact completion or performance of the Licensed Software, Third-Party Products, Hosting Software, Services, and/or Deliverables, the progress of tasks assigned under a Statement of Work, or any schedule in a Statement of Work. The written notice shall include a detailed description of the relevant change or problem and shall be provided to the County Project Manager and County Project Director.

2.4. Ad Hoc Implementation Reviews

At such times as the Parties may agree during Implementation Services, Contractor and County shall conduct "**Ad Hoc Implementation Reviews**" that shall include participation of IT and business management from the County, Contractor, and Key Subcontractors, and shall assist the County for overseeing the day-to-day operation of the Implementation Services.

The Ad Hoc Implementation Reviews shall be facilitated by the Contractor Project Manager. Its attendees shall include the County Project Manager, Contractor technical management and staff, and corresponding representation from the County as needed. Contractor shall be responsible for preparing reports, notes, and other materials as necessary for each meeting in accordance with Section 4.1 (Contractor Project Manager Responsibilities) of Exhibit A.1 (Data Capture and Clinical Documentation Improvement System Statement of Work).

Ad Hoc Implementation Reviews shall occur daily, or as otherwise directed by County, and, at a minimum, shall address the following:

- (A) Reviewing and providing reports on status of and progress towards Key Milestones and Key Deliverables;
- (B) Plans and activities for the day and the next day;
- (C) Risk review; and
- (D) Addressing such other matters as one Party may bring to the other in connection with the Implementation Services.

2.5. Monthly Performance Reviews

Every month during Implementation Services, County and Contractor shall meet to discuss the status of the Agreement (the "**Monthly Performance Reviews**"). All Monthly Performance Reviews shall, at a minimum unless otherwise agreed, address the issues set forth in the Monthly Performance Review agenda attached hereto as Exhibit T.1 (Monthly Performance Review Standing Agenda). County and Contractor may designate specific members of their staff to attend the Monthly Performance Reviews; provided, however, the County Project Director and Contractor Project Director shall be required to attend all Monthly Performance Reviews in person at the County site designated for the meeting. Contractor shall prepare a written report addressing the standing agenda issues and be prepared to discuss the reports and the variances, if any, from the County's view of the same issues.

2.6. Quarterly Executive Meetings

One (1) time every calendar quarter, the County business owner, County Project Director, County's CIO, and County's invited executives and subject matter experts, and the Contractor Project Director and Contractor's invited

executives and subject matter executives shall meet at a time and place designated by County (the “**Quarterly Executive Meetings**”). The agenda for all Quarterly Executive Meetings shall include, at a minimum, the following information: (1) a summary report of the Monthly Performance Reviews occurring since the last Quarterly Executive Meeting, (2) key items for discussion and major issues for resolution, and (3) relationship enhancement (i.e., specific items relating to relationship management to improve outcomes and the working and strategic relationships between the parties).

2.7. Meetings Cumulative

The meetings set forth in this Section 2 (Meetings and Reports) are in addition to, and cumulative with, all other meetings set forth in a Statement of Work or otherwise requested by County or Contractor from time to time.



EXHIBIT T.1 (MONTHLY PERFORMANCE REVIEW STANDING AGENDA)

TO THE

**DATA CAPTURE AND CLINICAL DOCUMENTATION IMPROVEMENT SYSTEM
AND RELATED SERVICES AGREEMENT**

EXHIBIT T.1

MONTHLY PERFORMANCE REVIEW STANDING AGENDA

This Exhibit T.1 (Monthly Performance Review Standing Agenda) is an attachment and addition to the Data Capture and Clinical Documentation Improvement System and Related Services Agreement (the “**Agreement**”), Agreement No. H-711085 entered into by and between the County of Los Angeles (“**County**”) and Accenture LLP (“**Contractor**”), and is incorporated into the Agreement by reference hereof. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.

1. MONTHLY PERFORMANCE REVIEW STANDING AGENDA

All Monthly Performance Reviews as described in Section 2.5 (Monthly Performance Reviews) of Exhibit T (Project Team and Governance) shall, at a minimum unless otherwise agreed, address the following issues:

- (A) Period covered by the report;
- (B) Tasks, subtasks, Deliverables, goods, and Services scheduled for the reporting period which were completed;
- (C) Tasks, subtasks, Deliverables, goods, and Services scheduled for the reporting period which were not completed;
- (D) Tasks, subtasks, Deliverables, goods, and Services not scheduled for but completed in the reporting period;
- (E) Tasks, subtasks, Deliverables, goods, and Services scheduled to be completed in the next reporting period;
- (F) Summary of project status as of reporting date;
- (G) Identify and discuss project risks;
- (H) Identify and discuss mitigations to project risks;
- (I) Issues open;
- (J) Status of resolution;
- (K) Reasons for delay in resolution;
- (L) Issues resolved;
- (M) Updates on any scheduling and Milestones;
- (N) Updates on knowledge transfer, training, education, and validated effectiveness; and
- (O) Any other information that County or Contractor may, from time-to-time, reasonably request in writing that Contractor or County, as the case may be, may deem appropriate.



EXHIBIT U (CONTRACTOR DILIGENCE AND INFORMATION SECURITY
QUESTIONNAIRE)

TO THE

DATA CAPTURE AND CLINICAL DOCUMENTATION IMPROVEMENT SYSTEM
AND RELATED SERVICES AGREEMENT

EXHIBIT U

CONTRACTOR DILIGENCE AND INFORMATION SECURITY QUESTIONNAIRE

The following Exhibits are attached to and incorporated by reference in this Exhibit U (Contractor Diligence and Information Security Questionnaire):

- Exhibit U.1 (Contractor Diligence and Information Security Questionnaire (Accenture))
- Exhibit U.2 (Contractor Diligence and Information Security Questionnaire (Nuance))
- Exhibit U.3 (Contractor Diligence and Information Security Questionnaire (Dolbey))



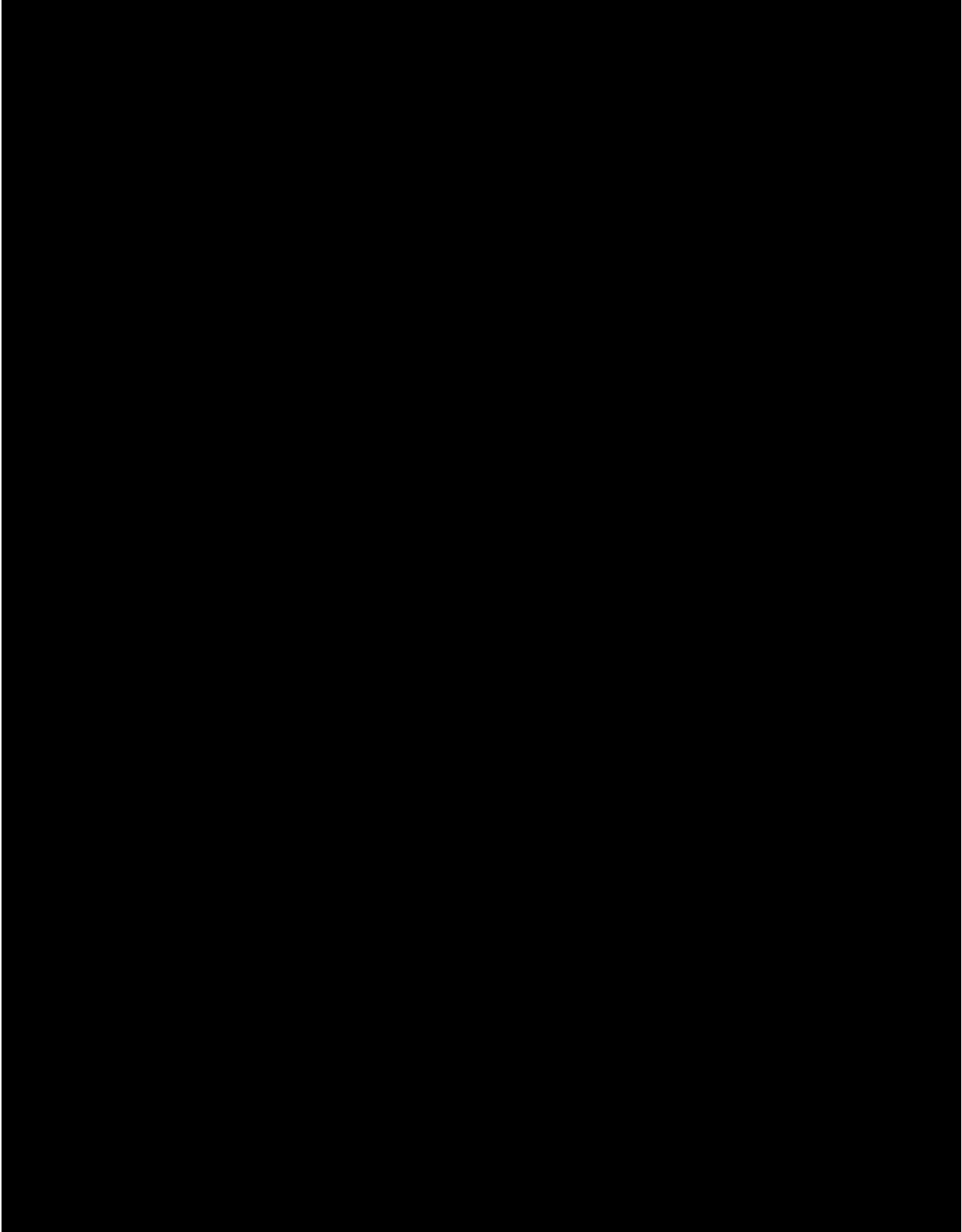
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QUESTIONNAIRE (ACCENTURE))

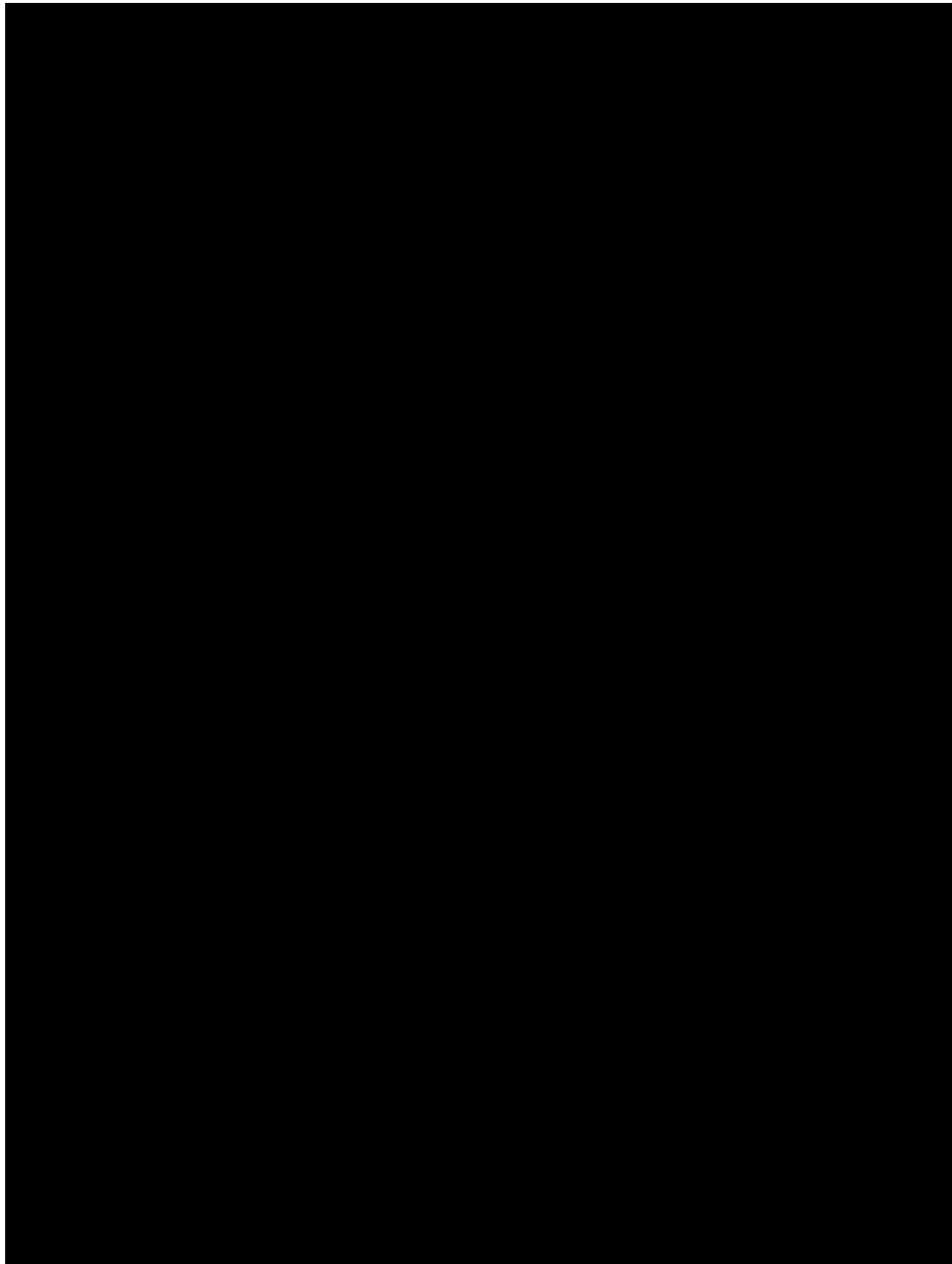
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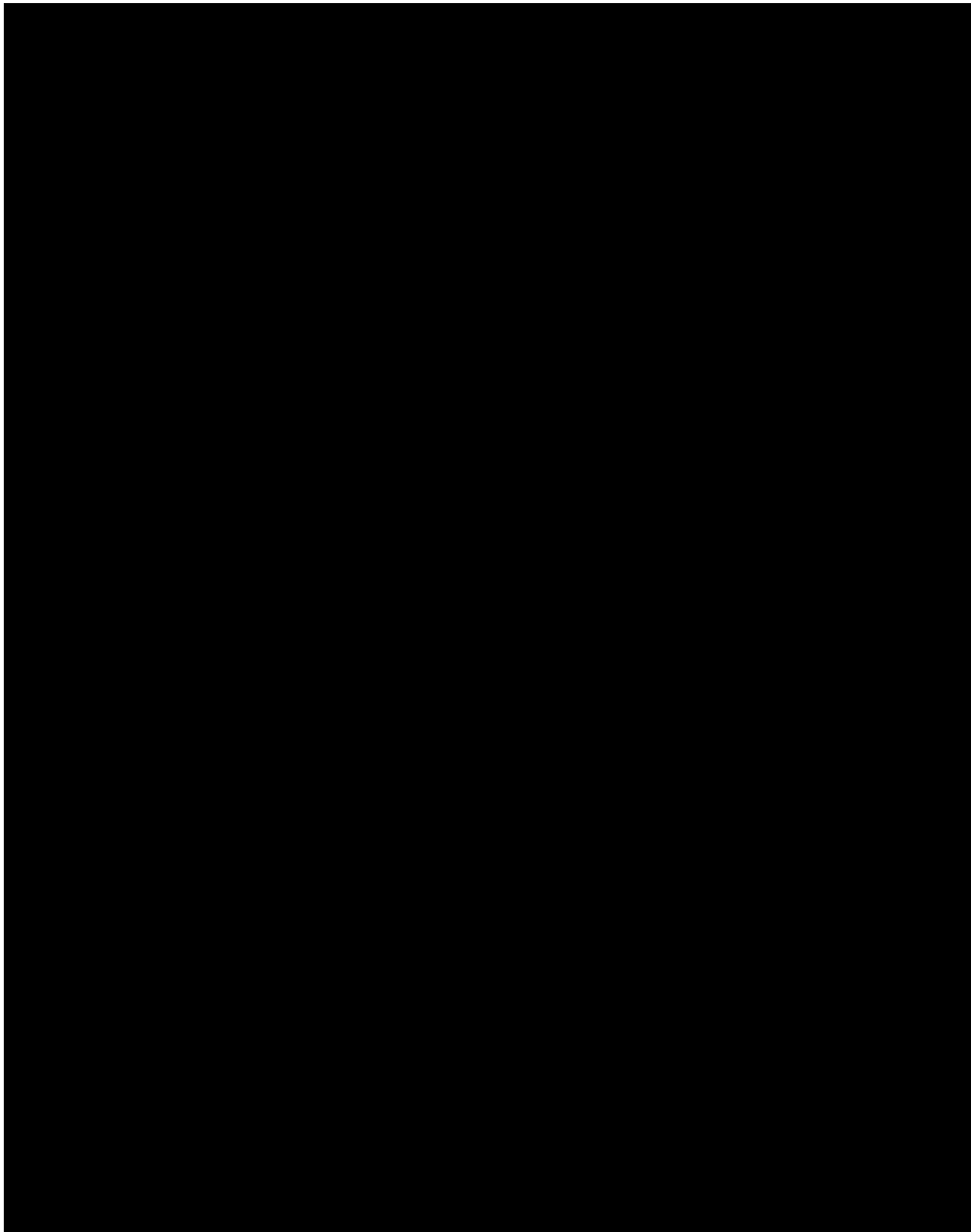
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AND RELATED SERVICES AGREEMENT

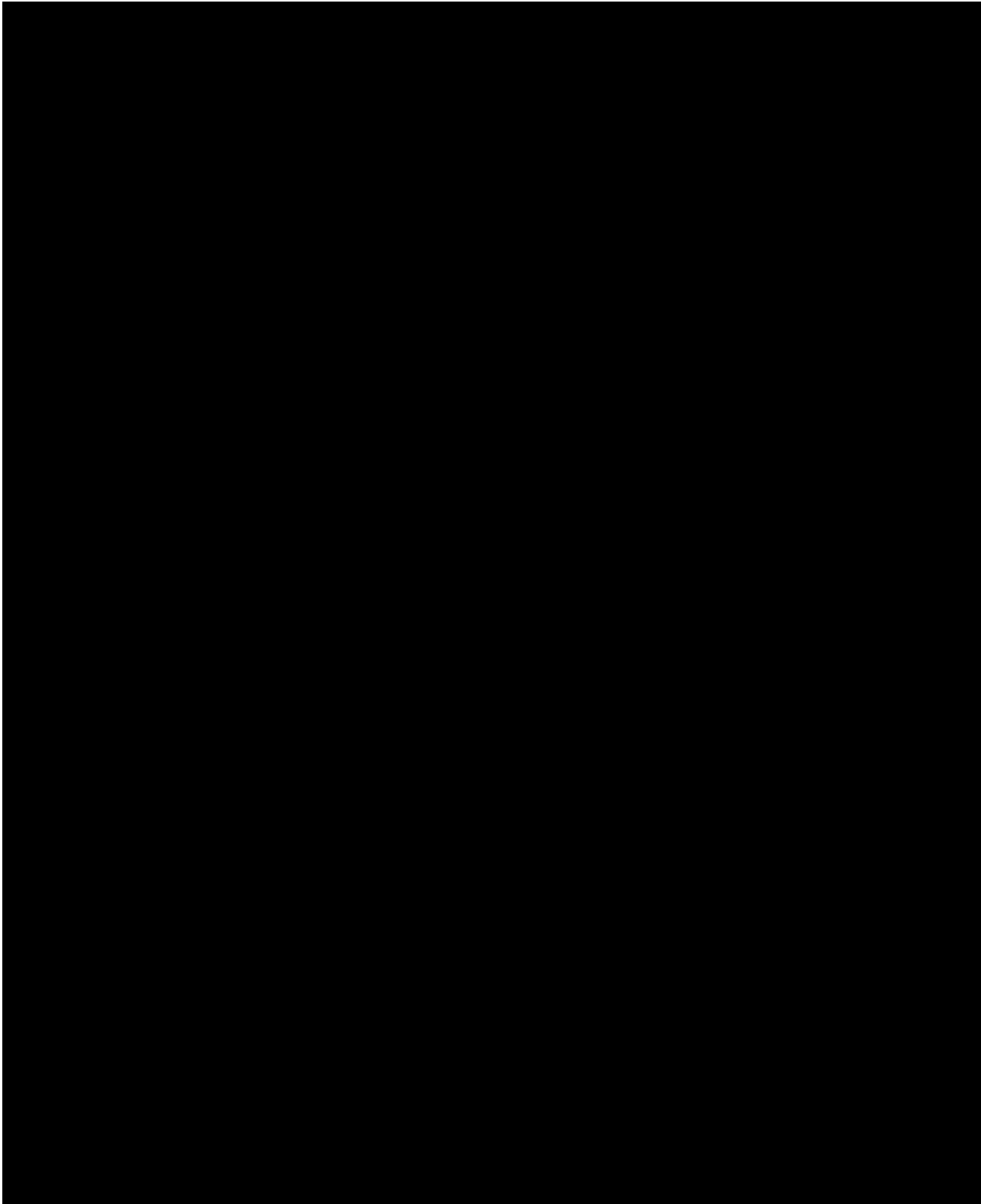
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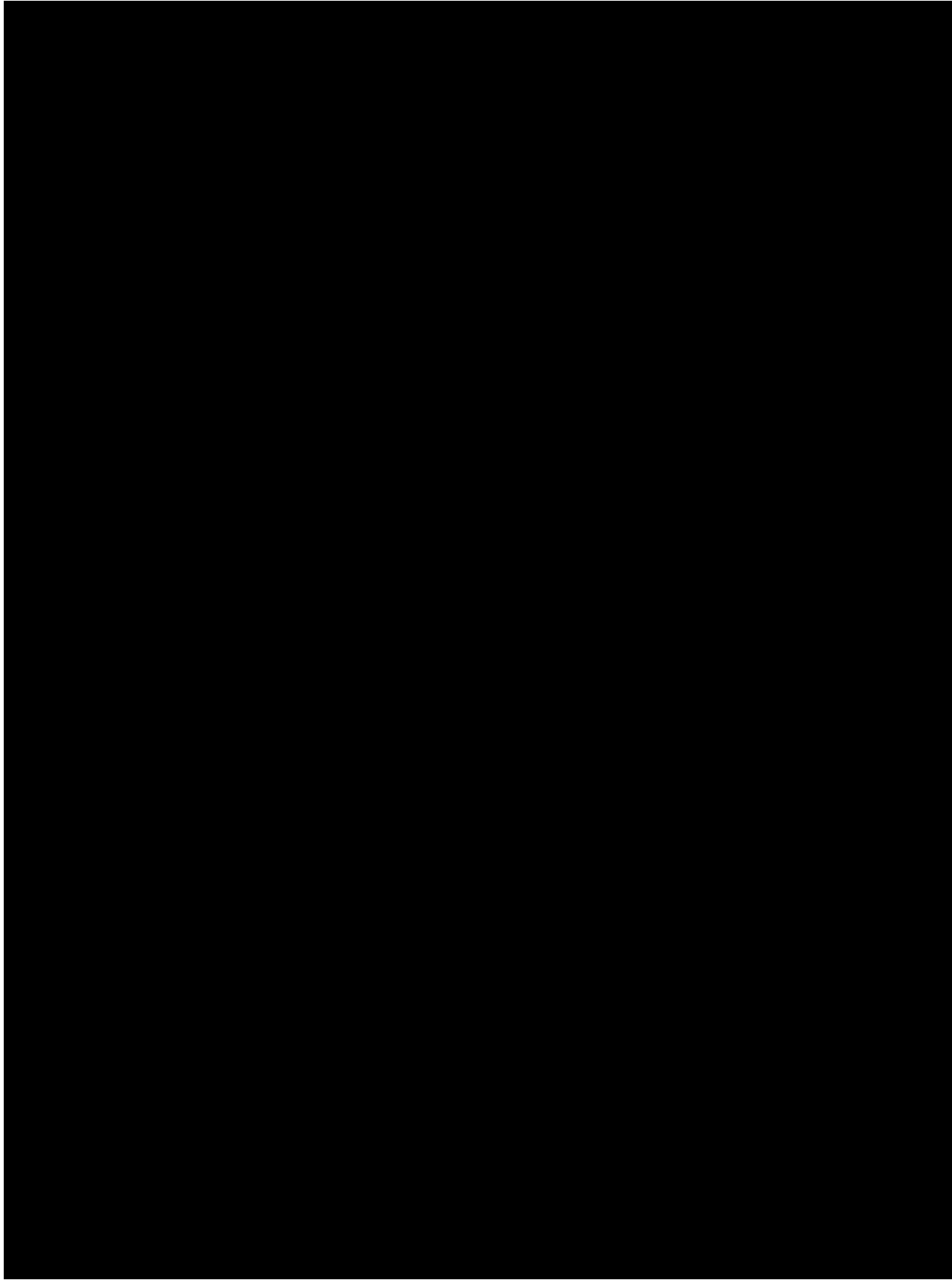
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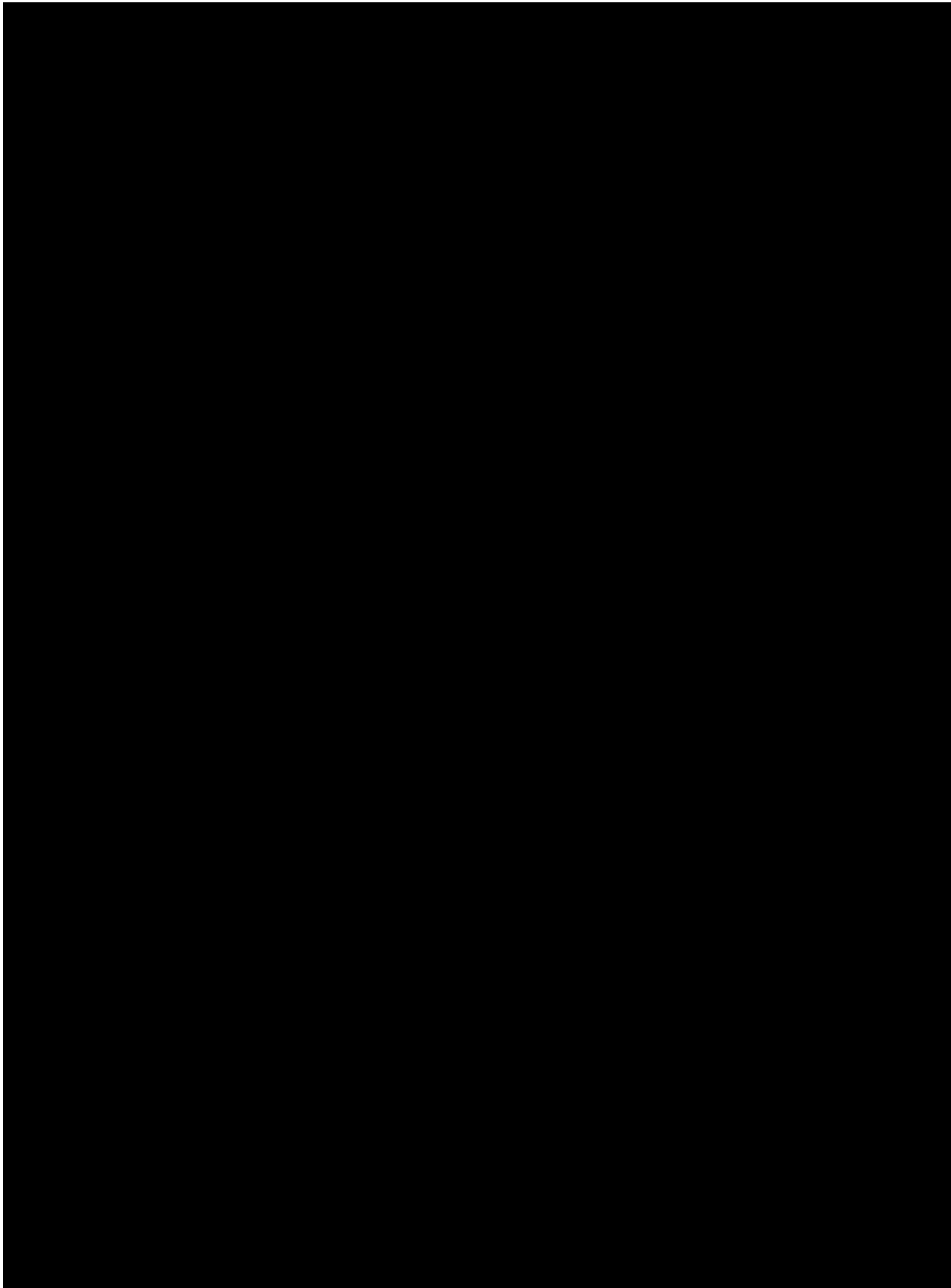


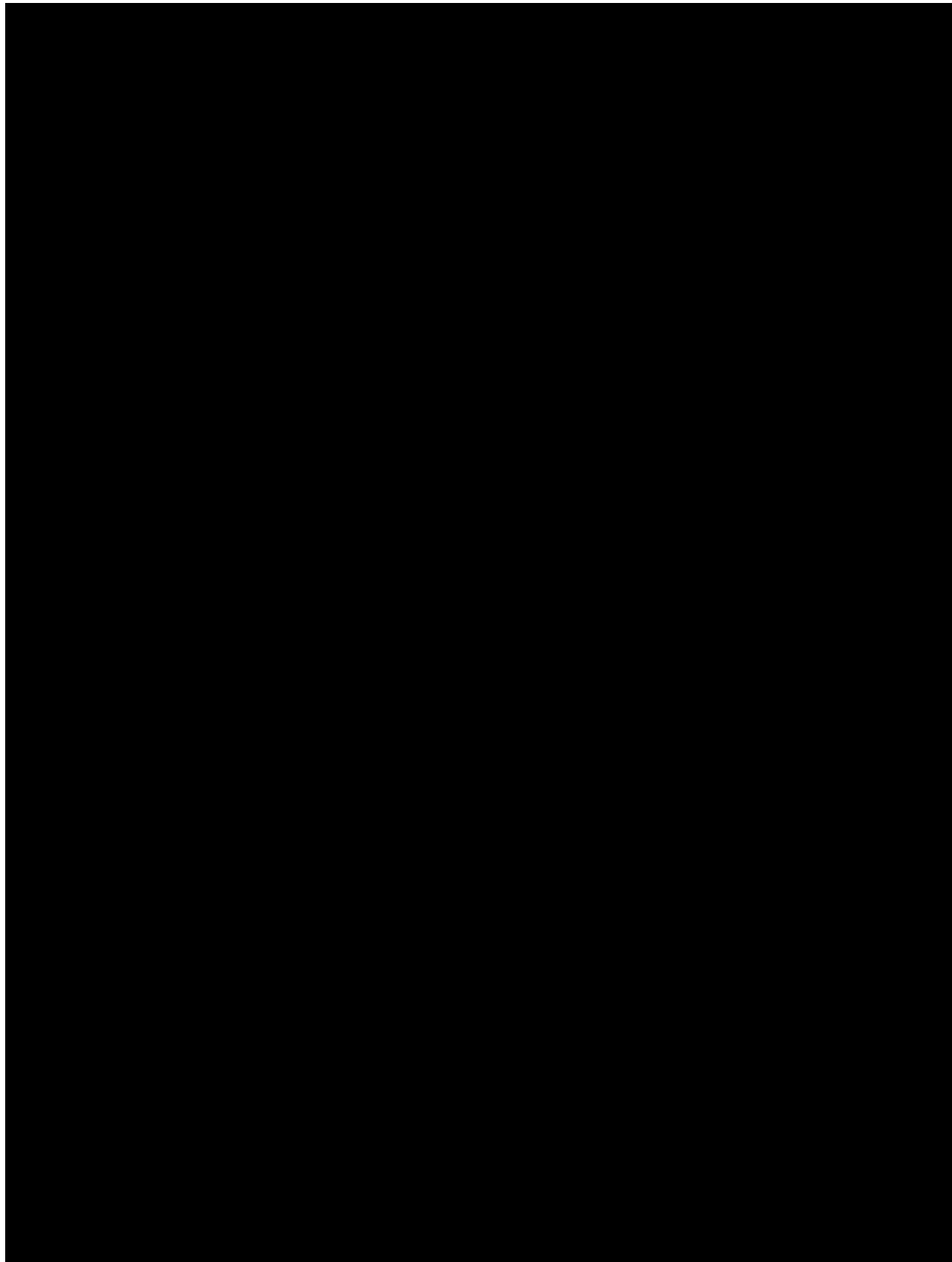


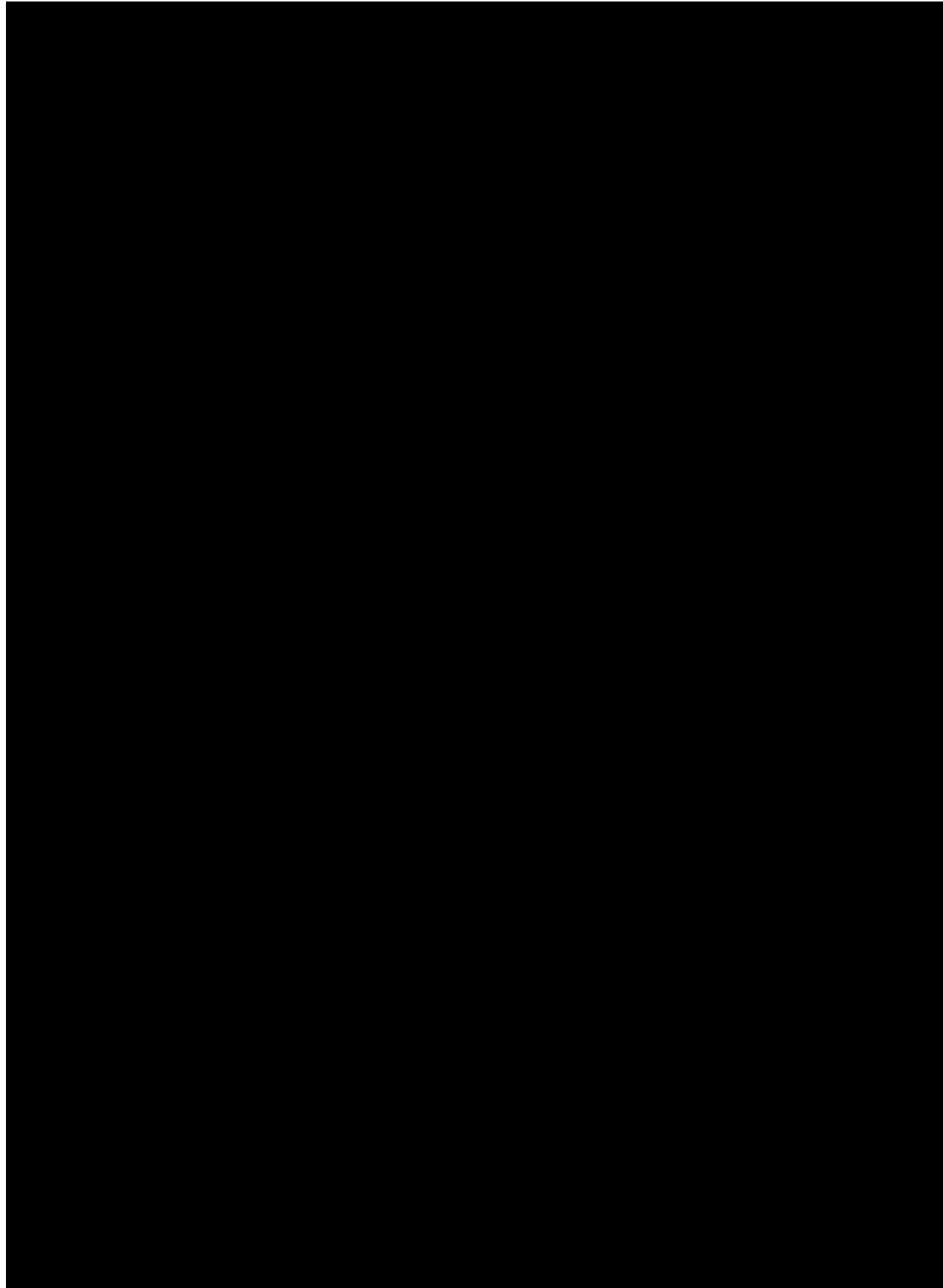


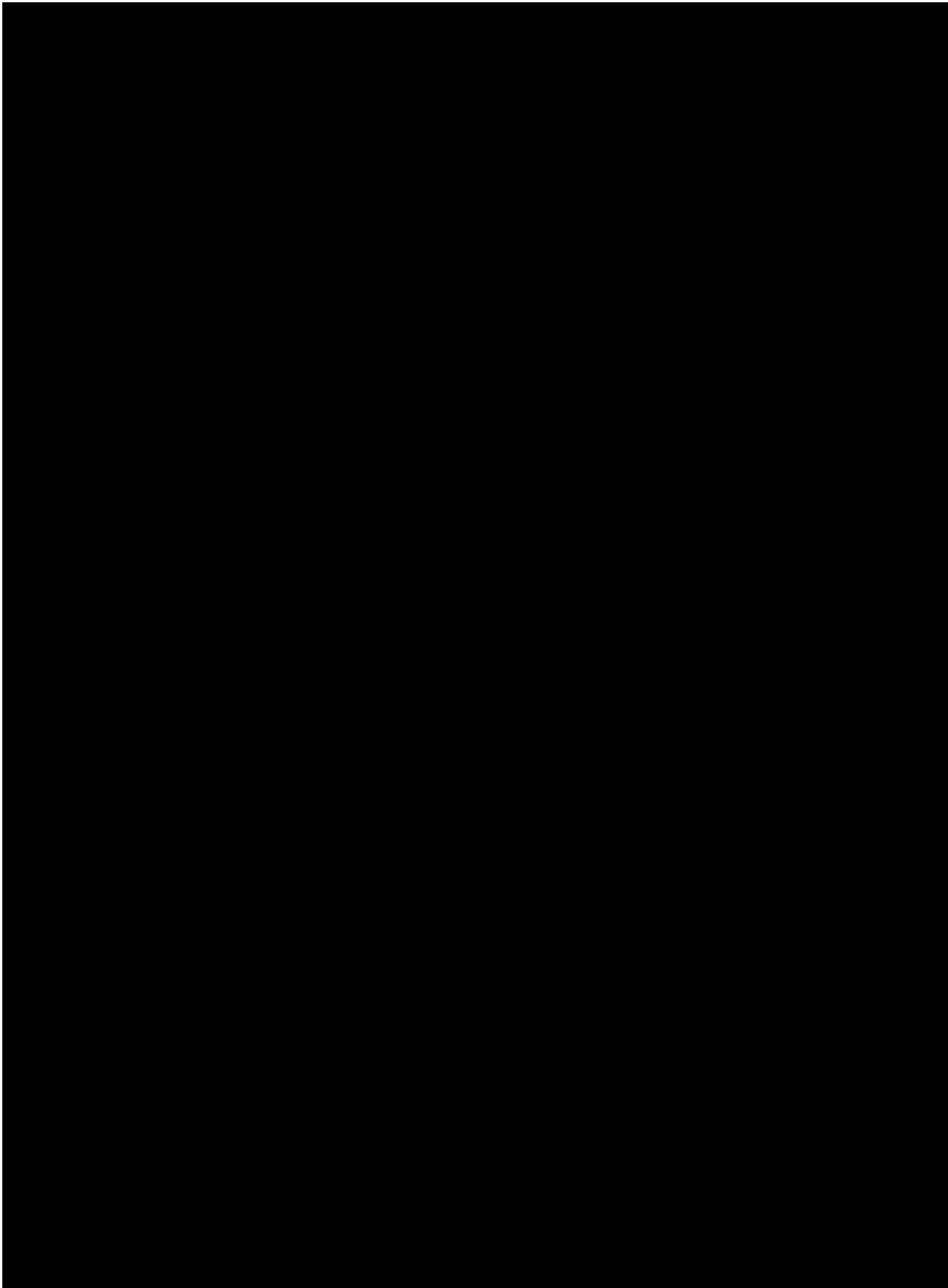


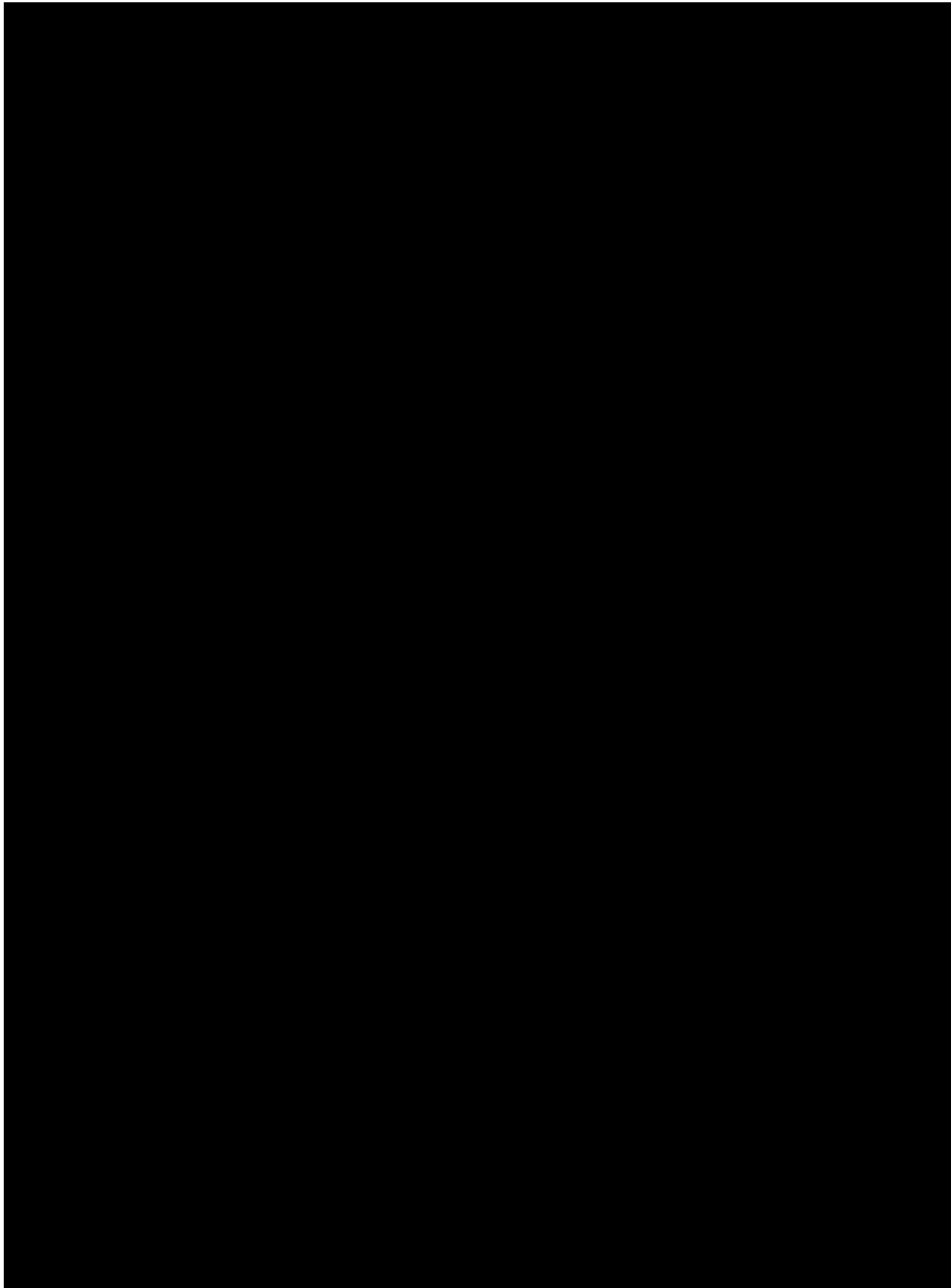


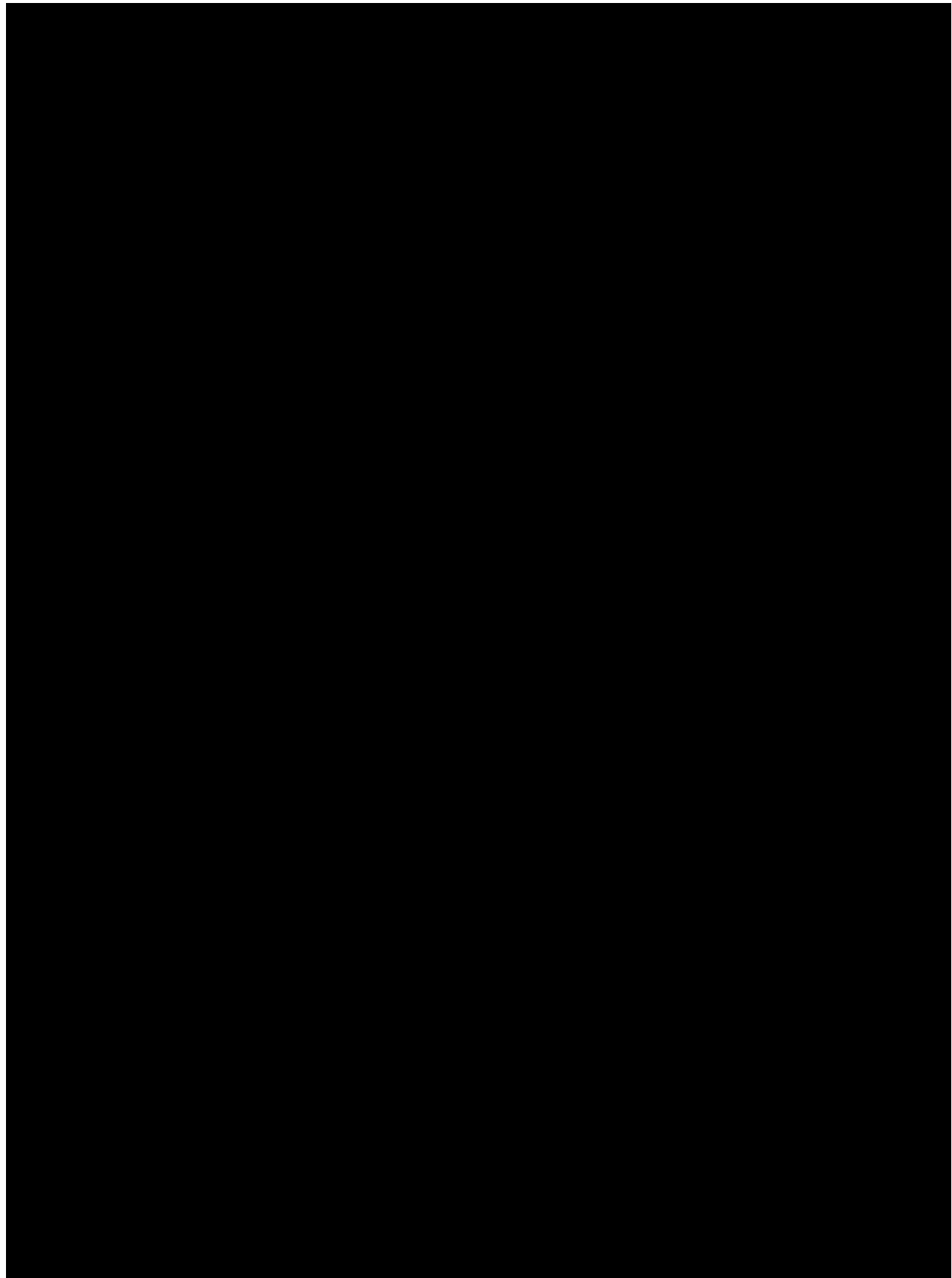


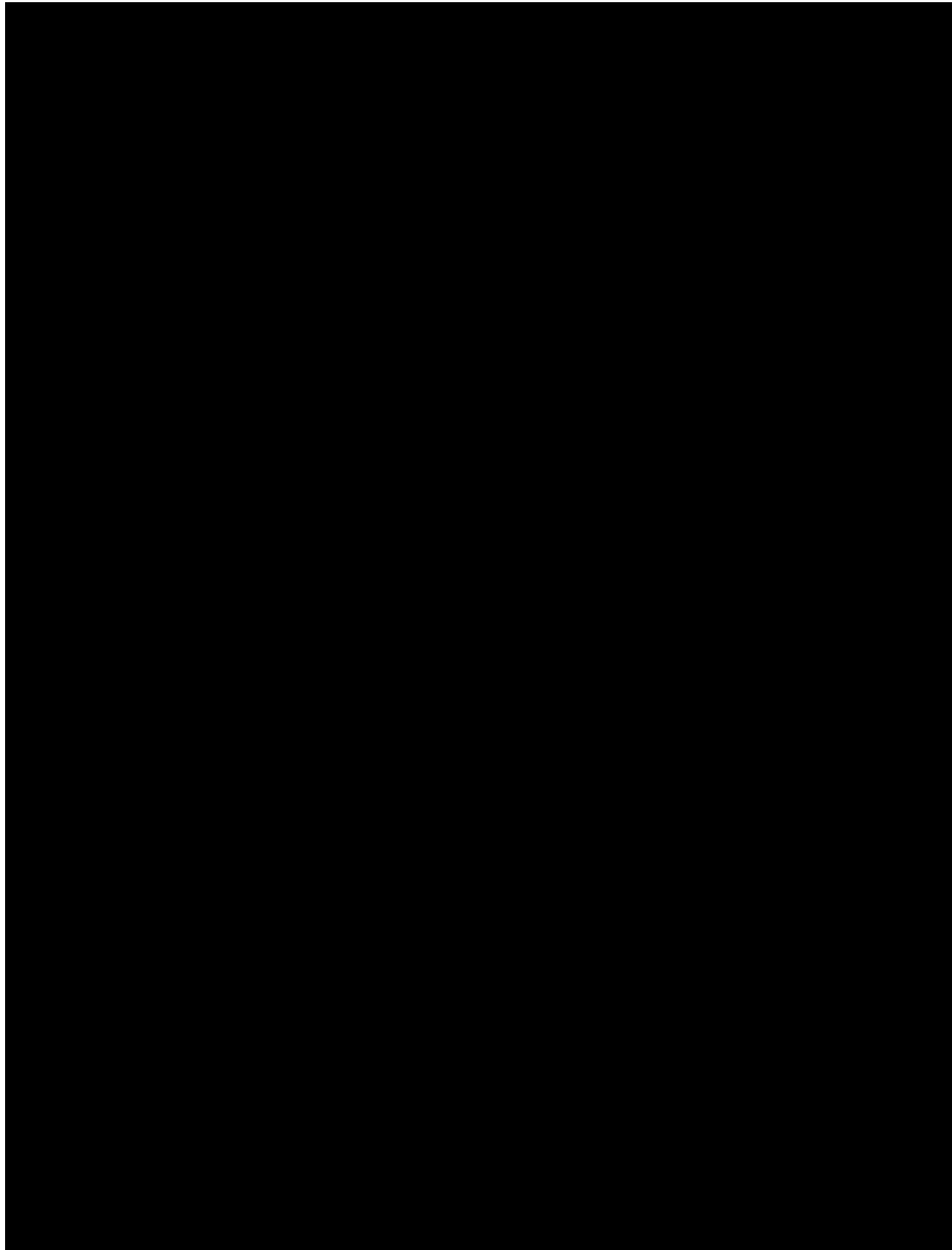


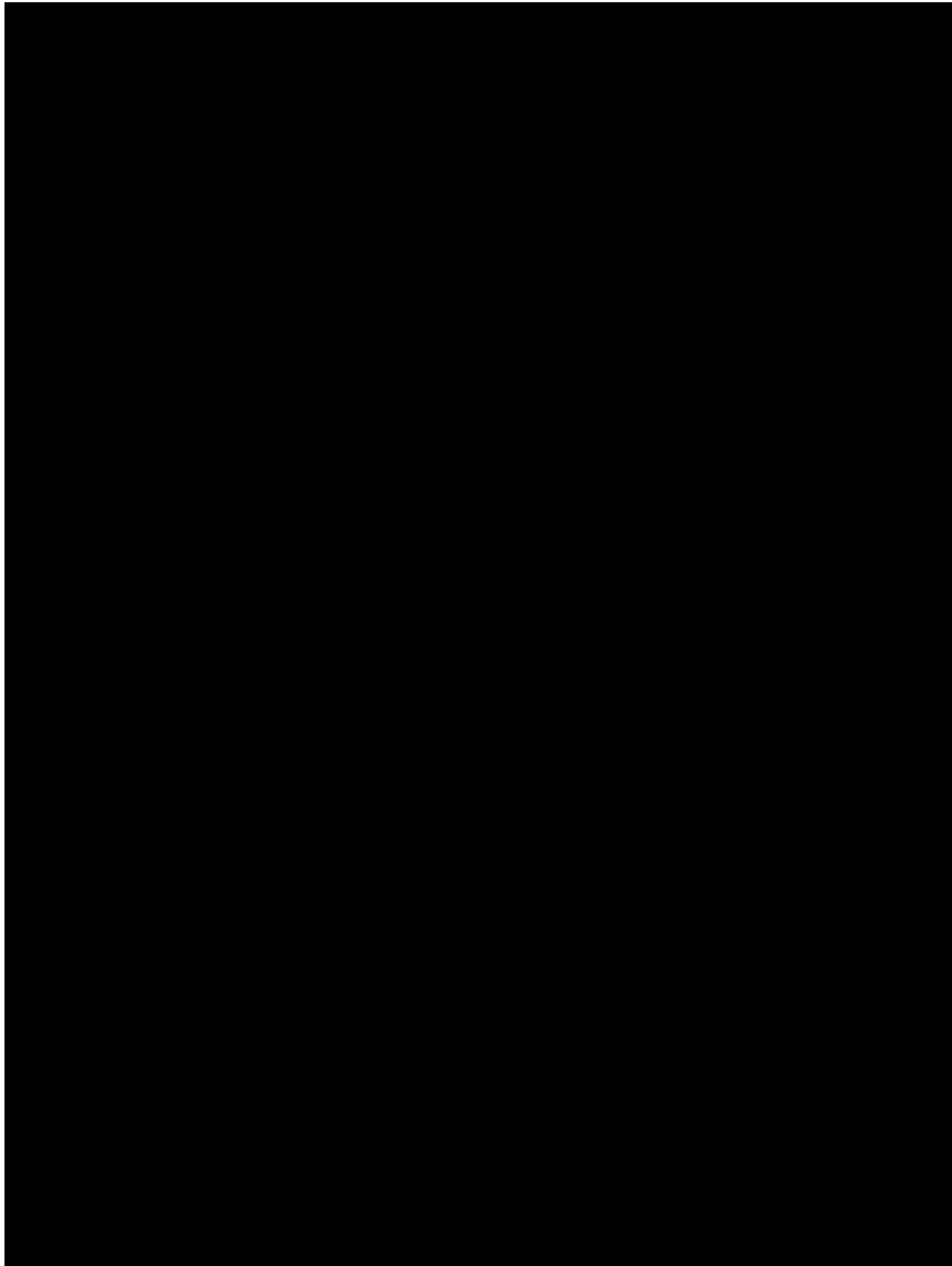


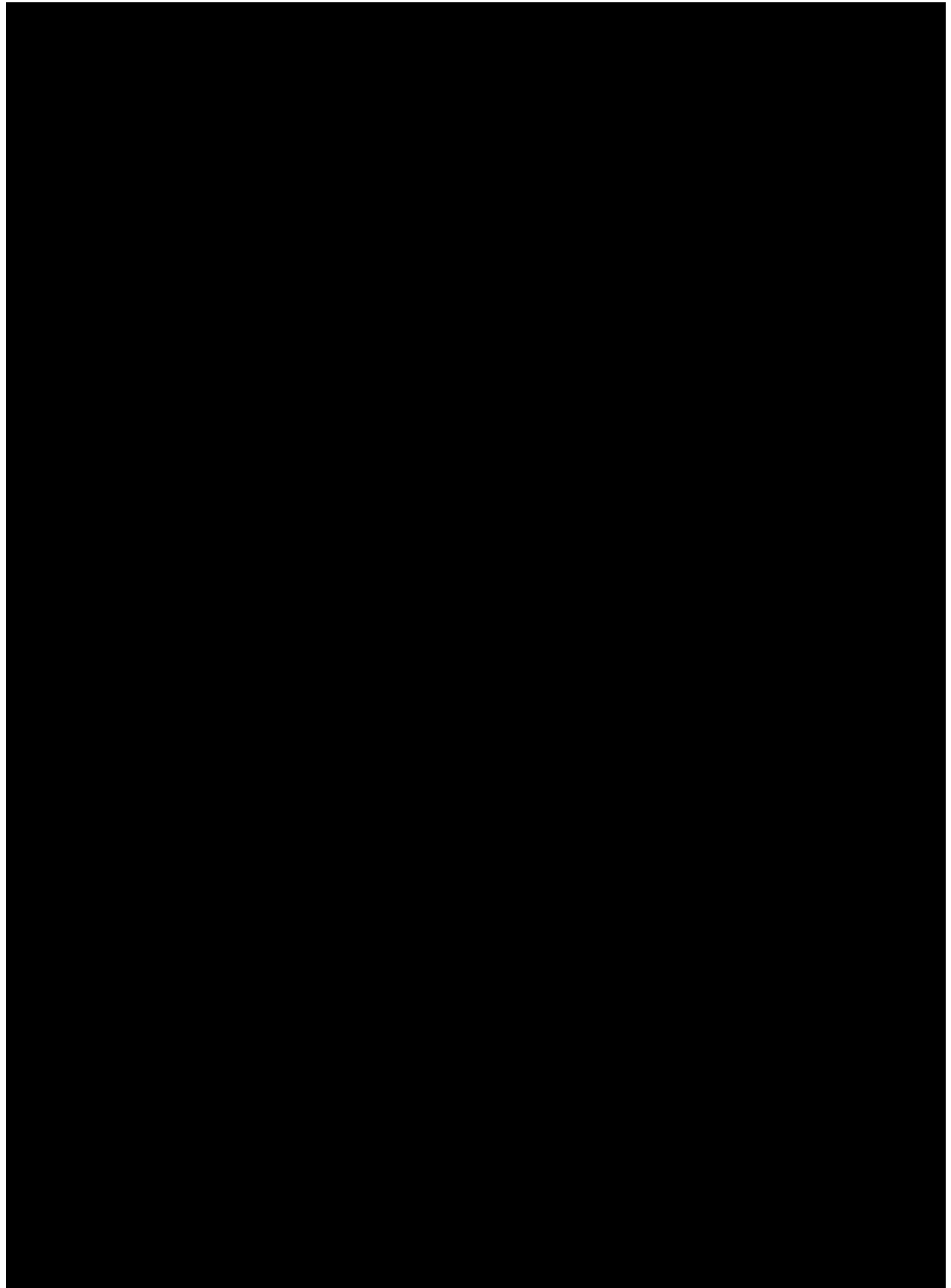


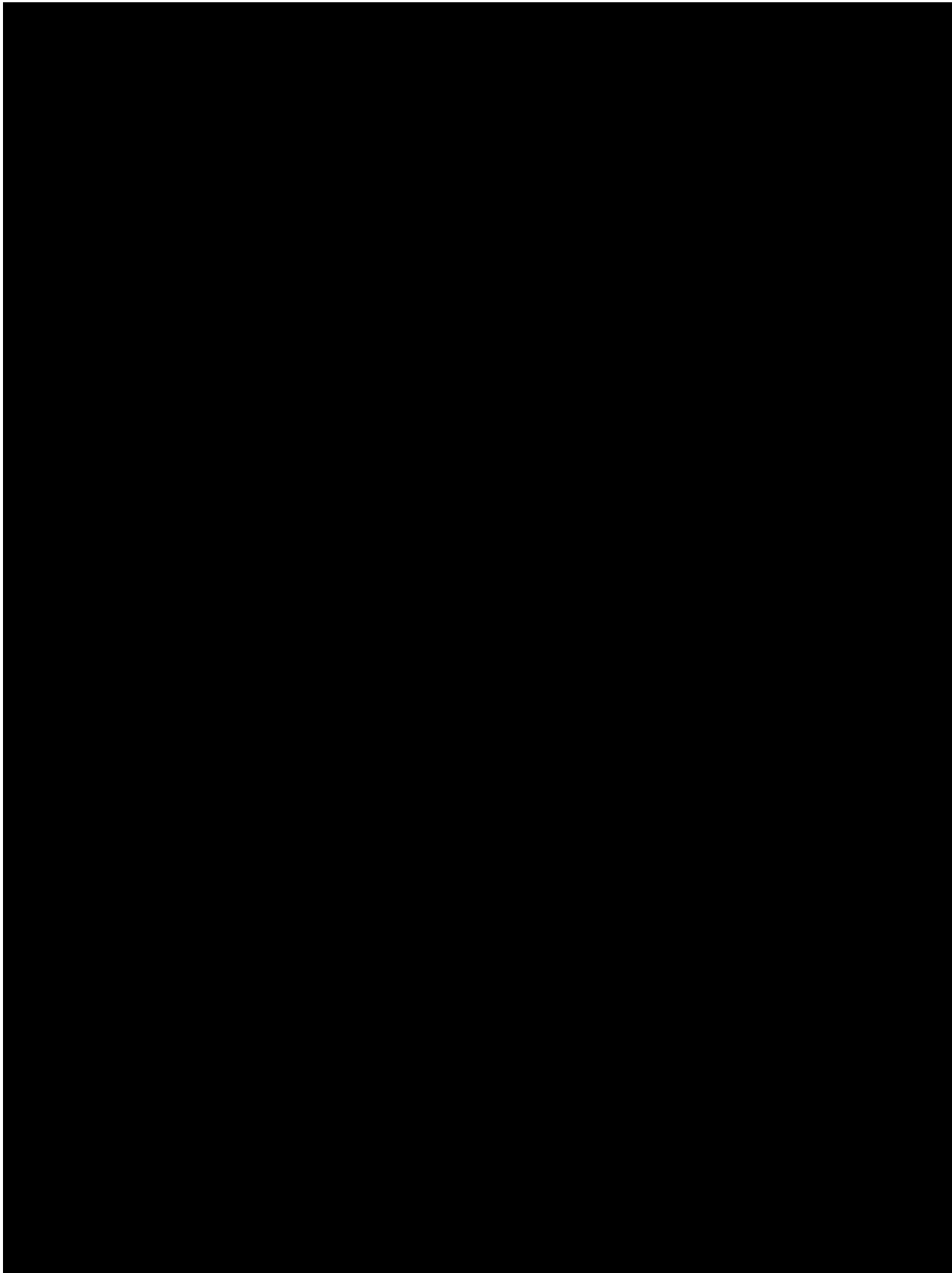


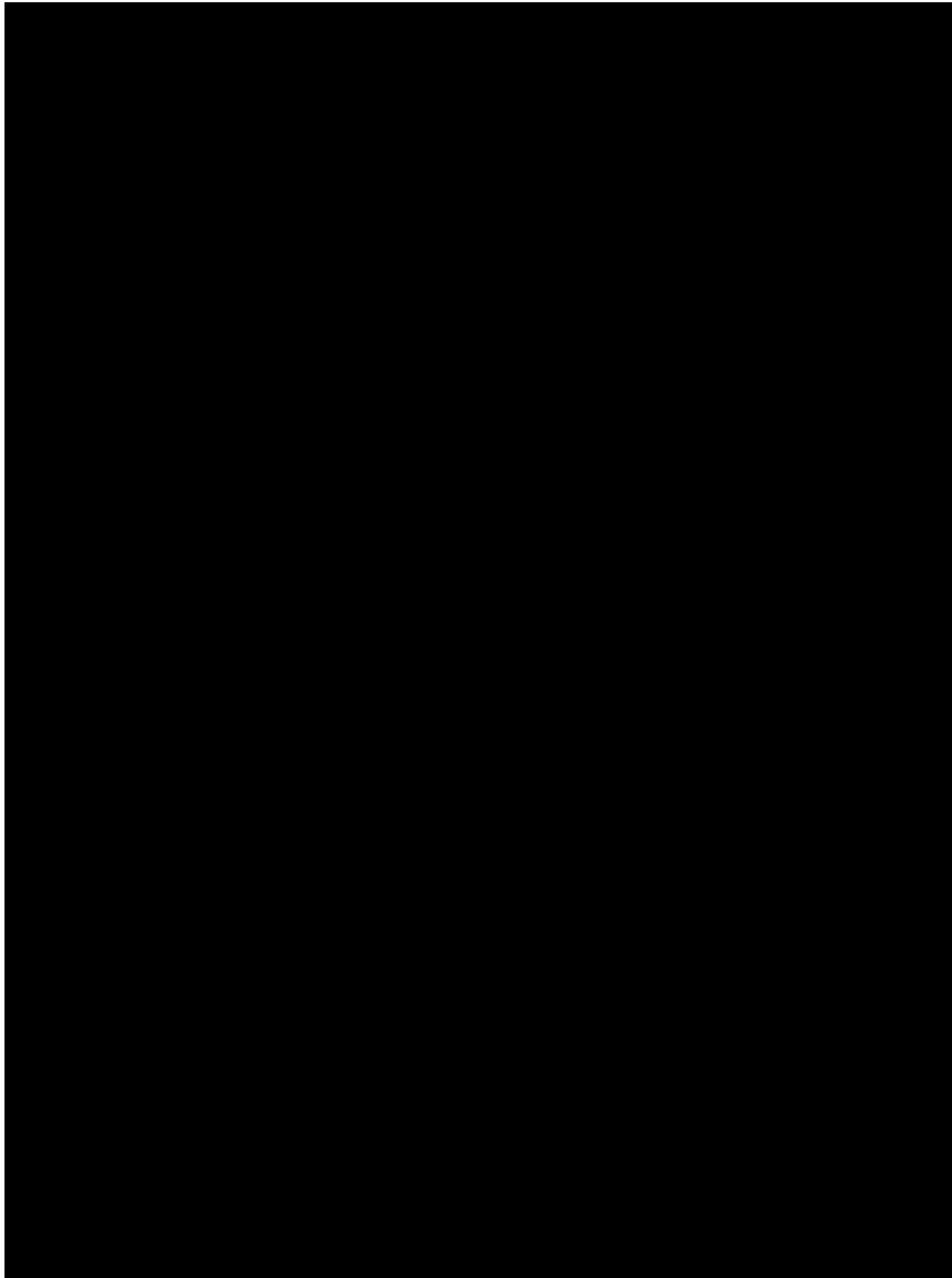


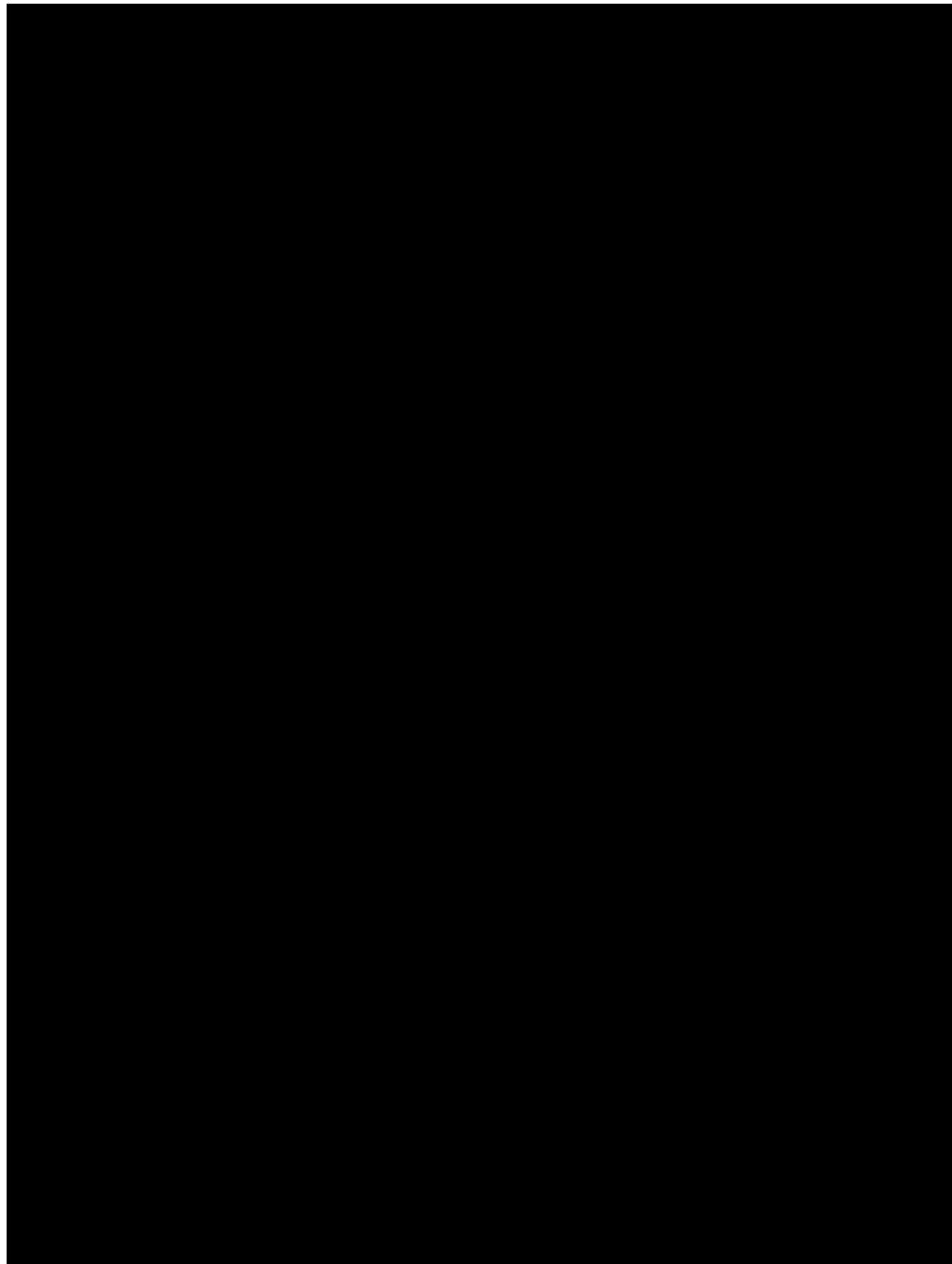


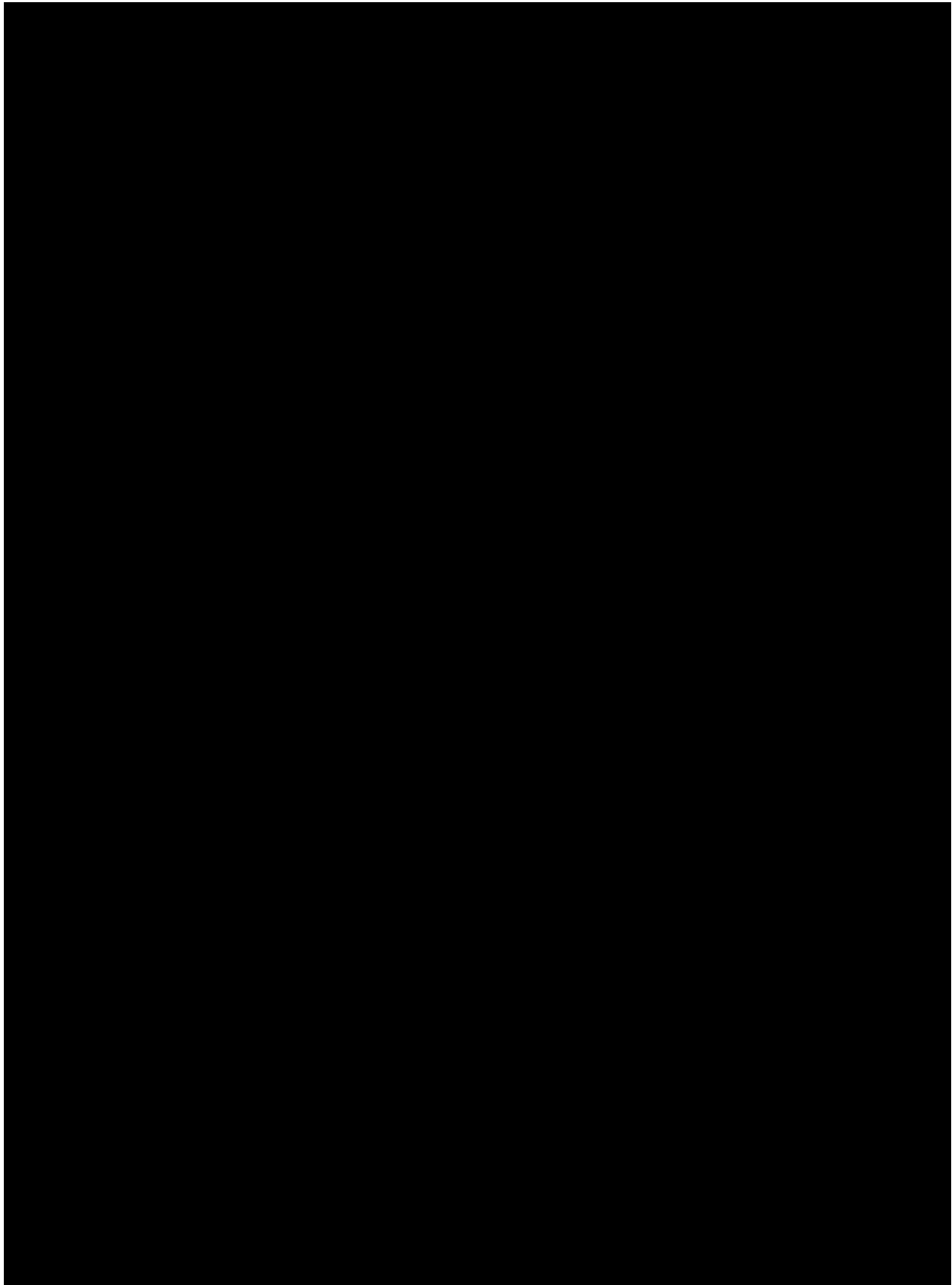


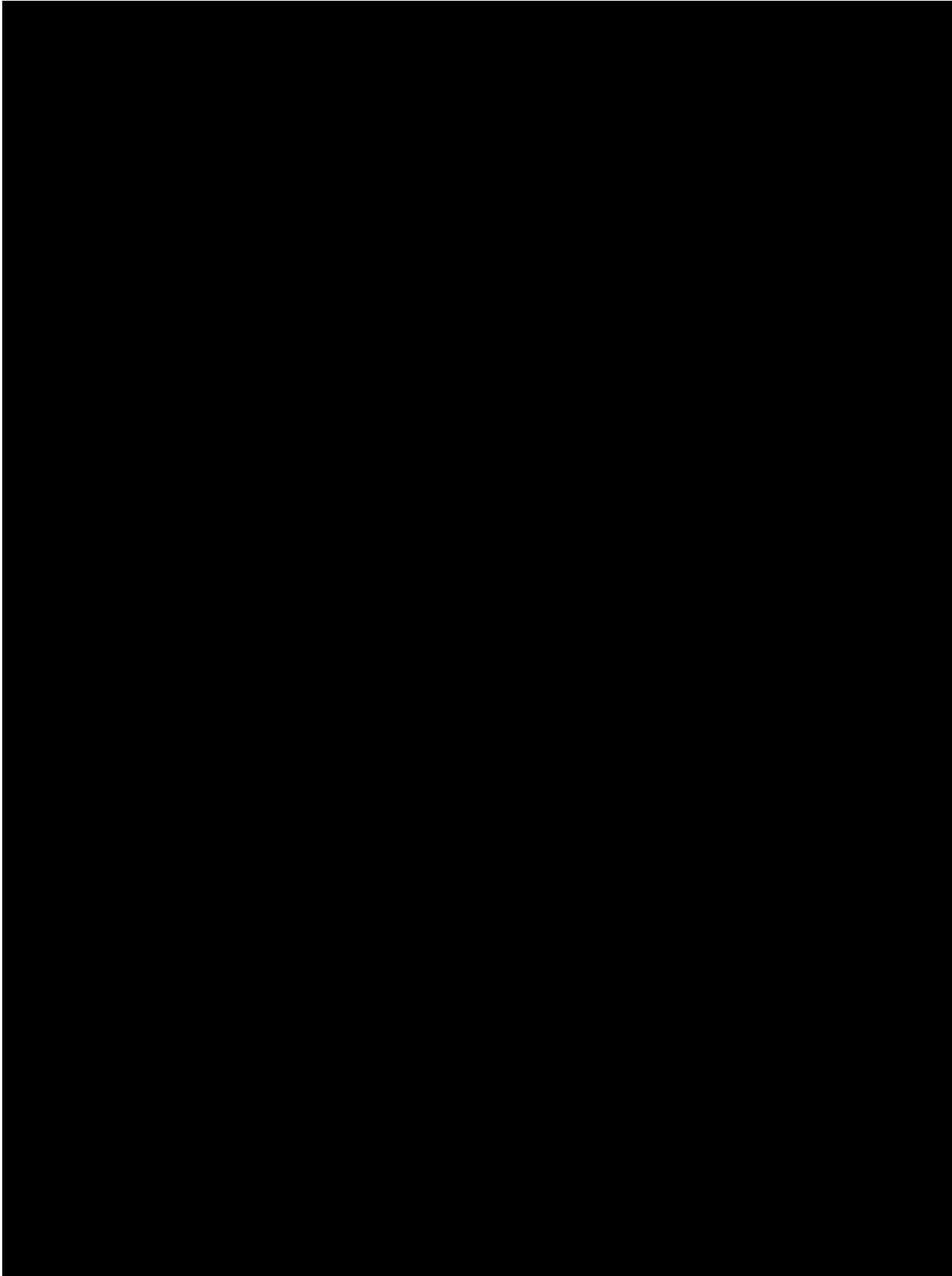


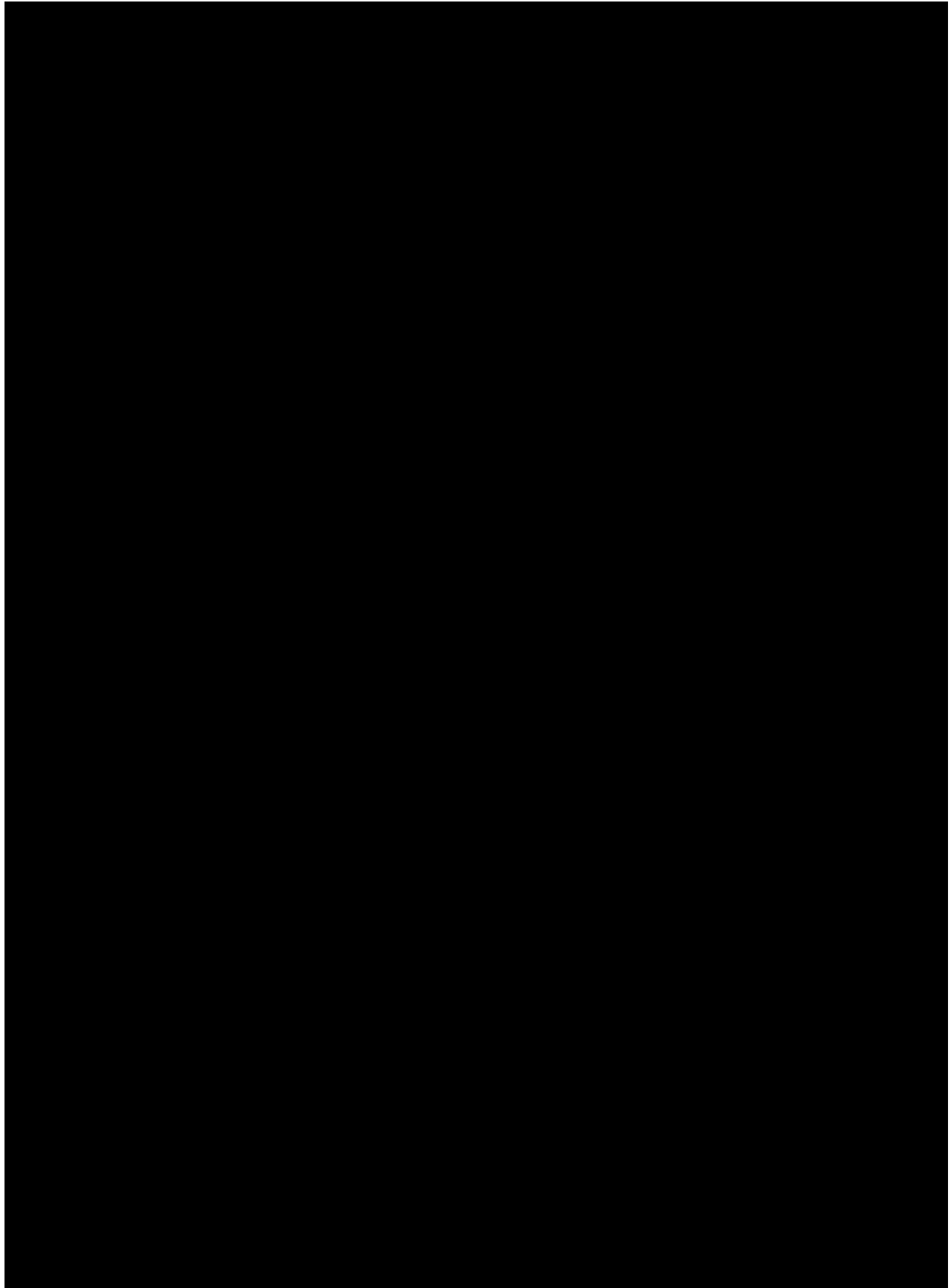


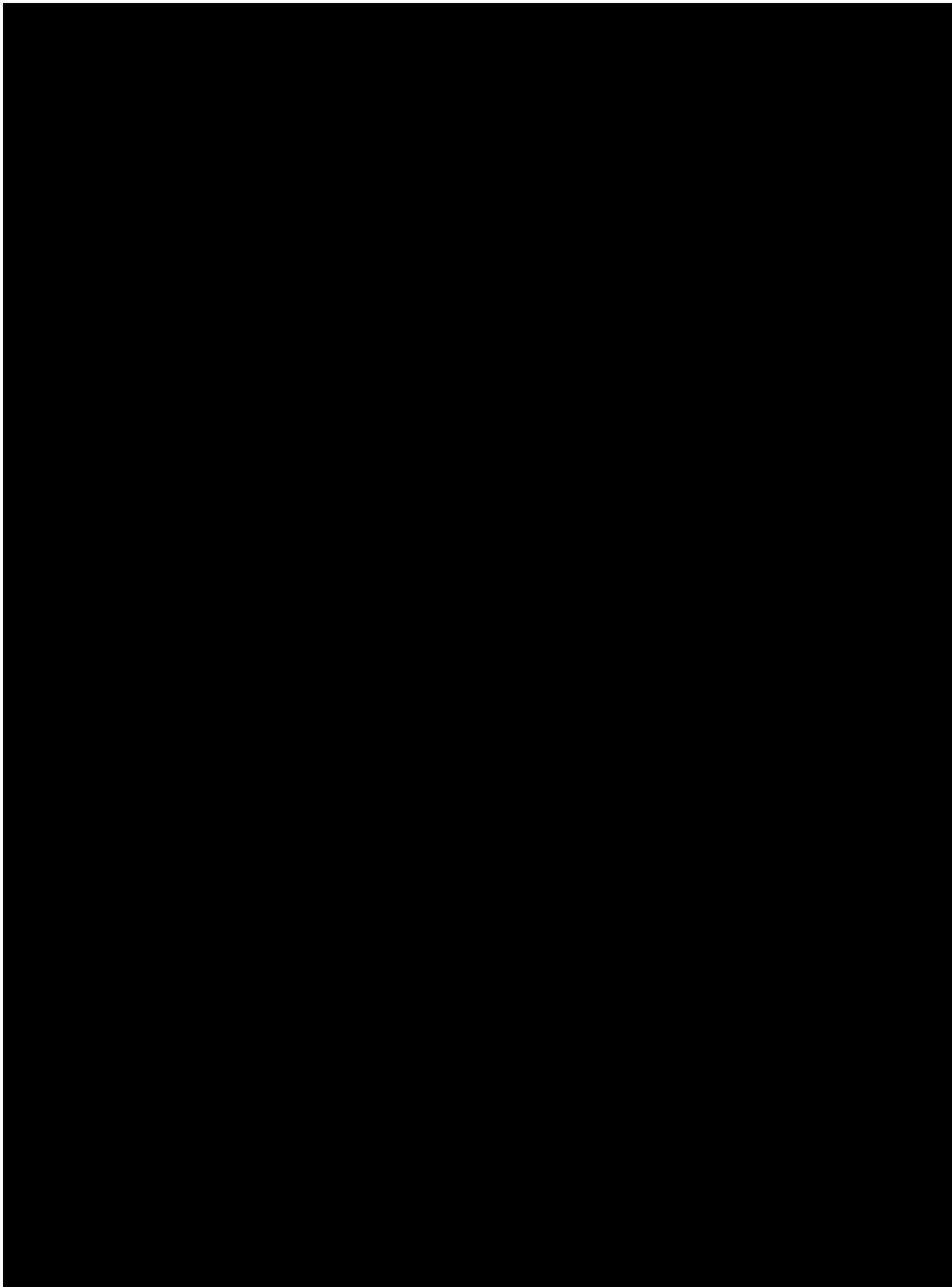


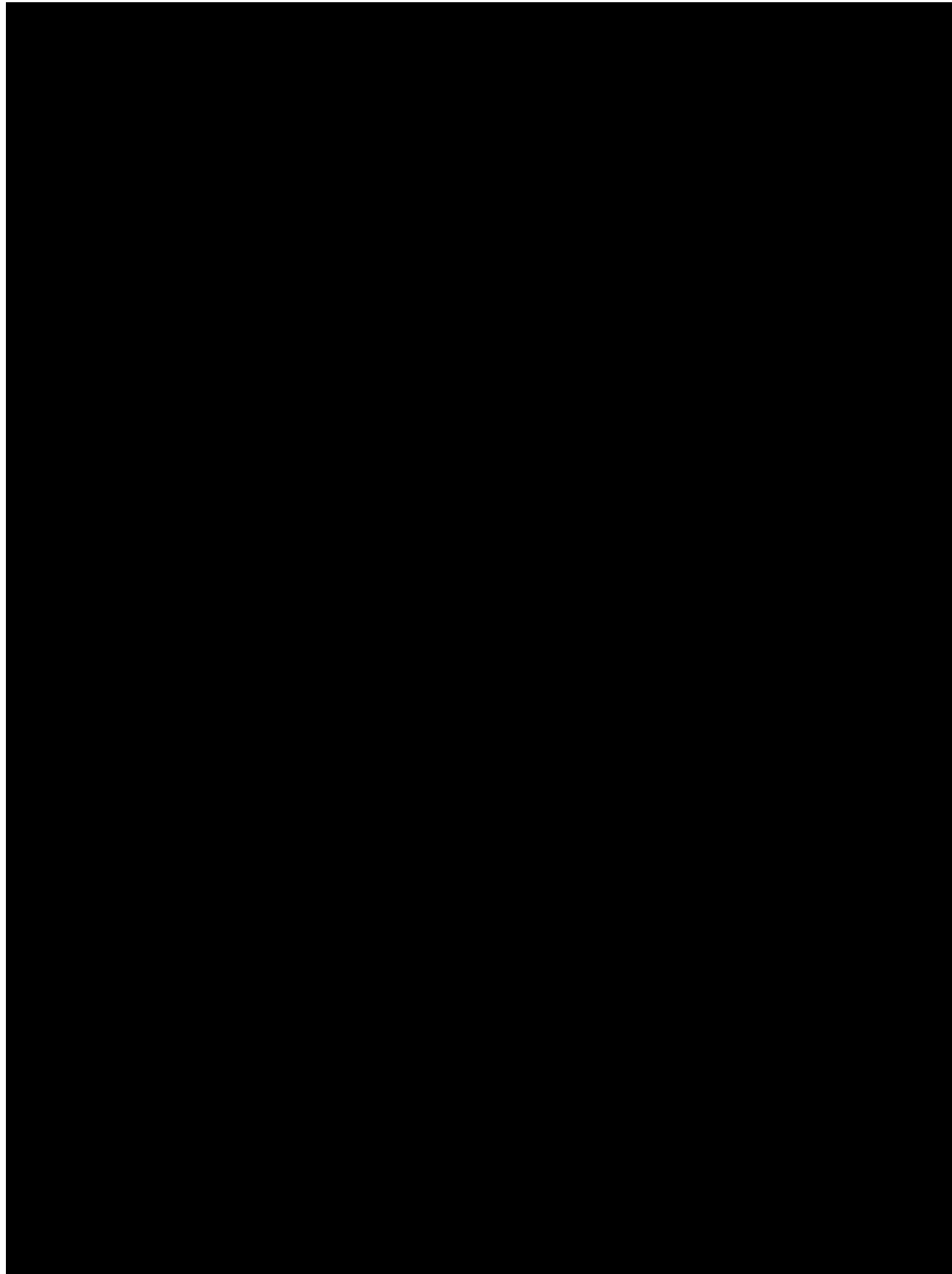


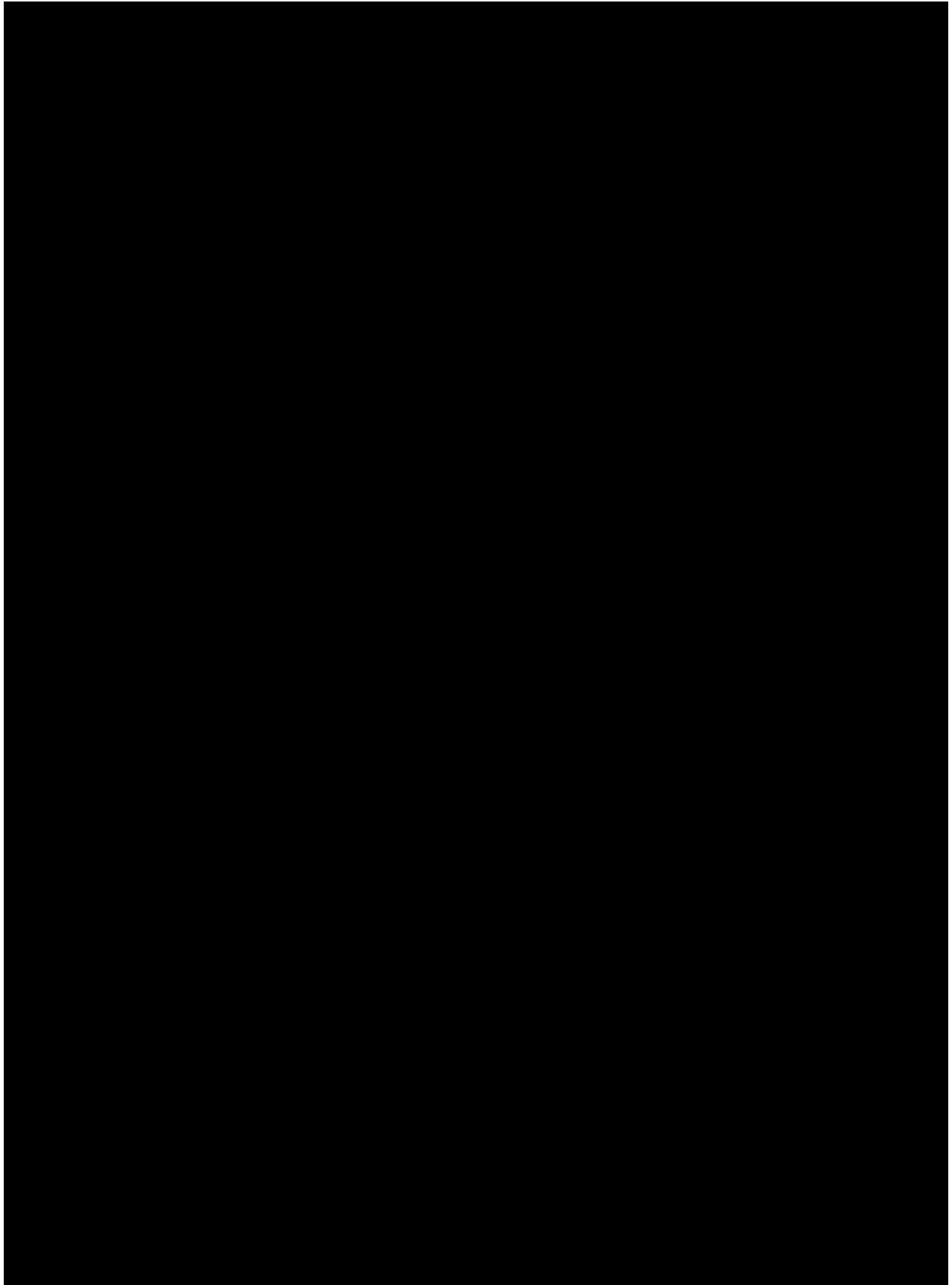


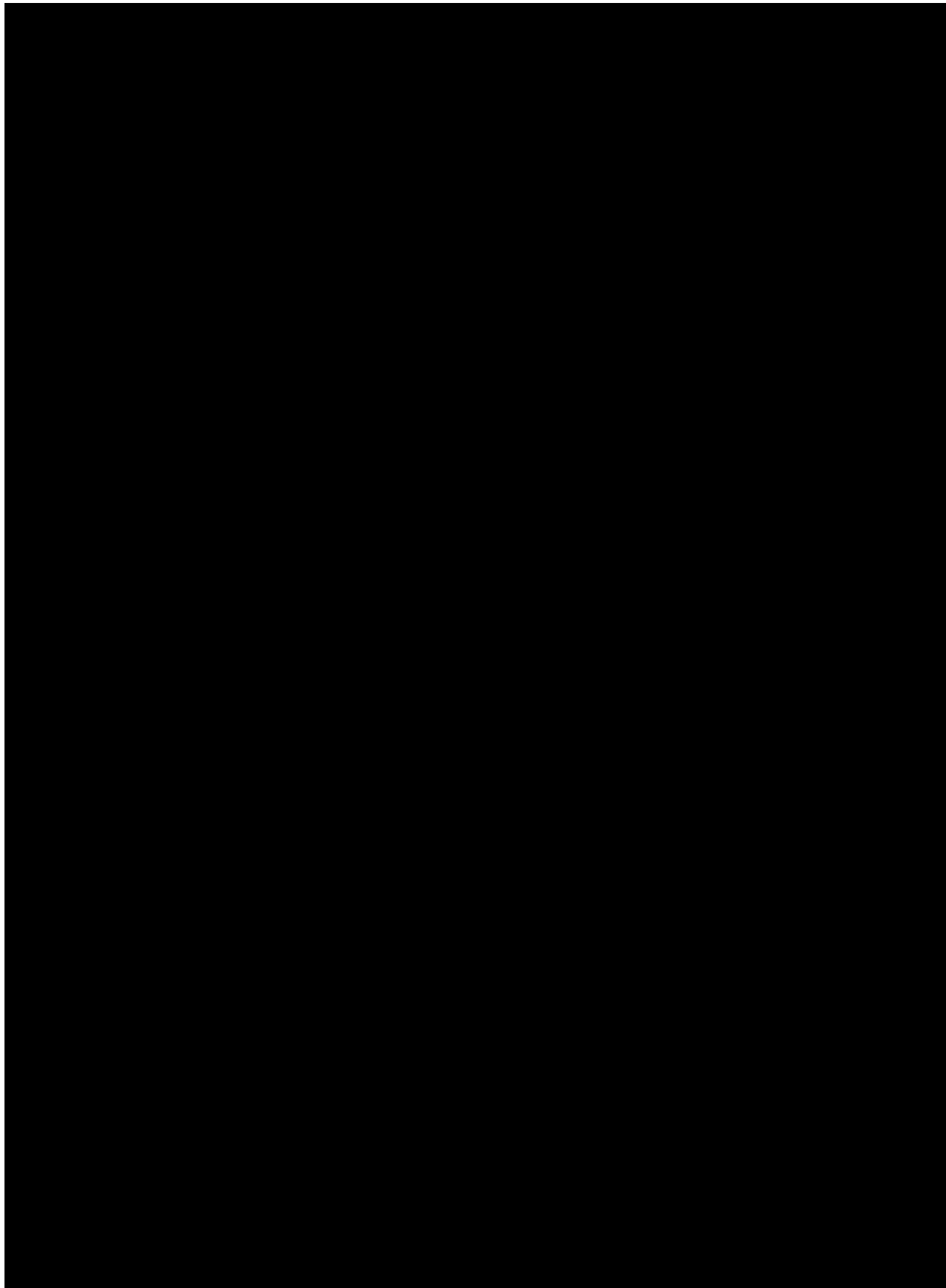


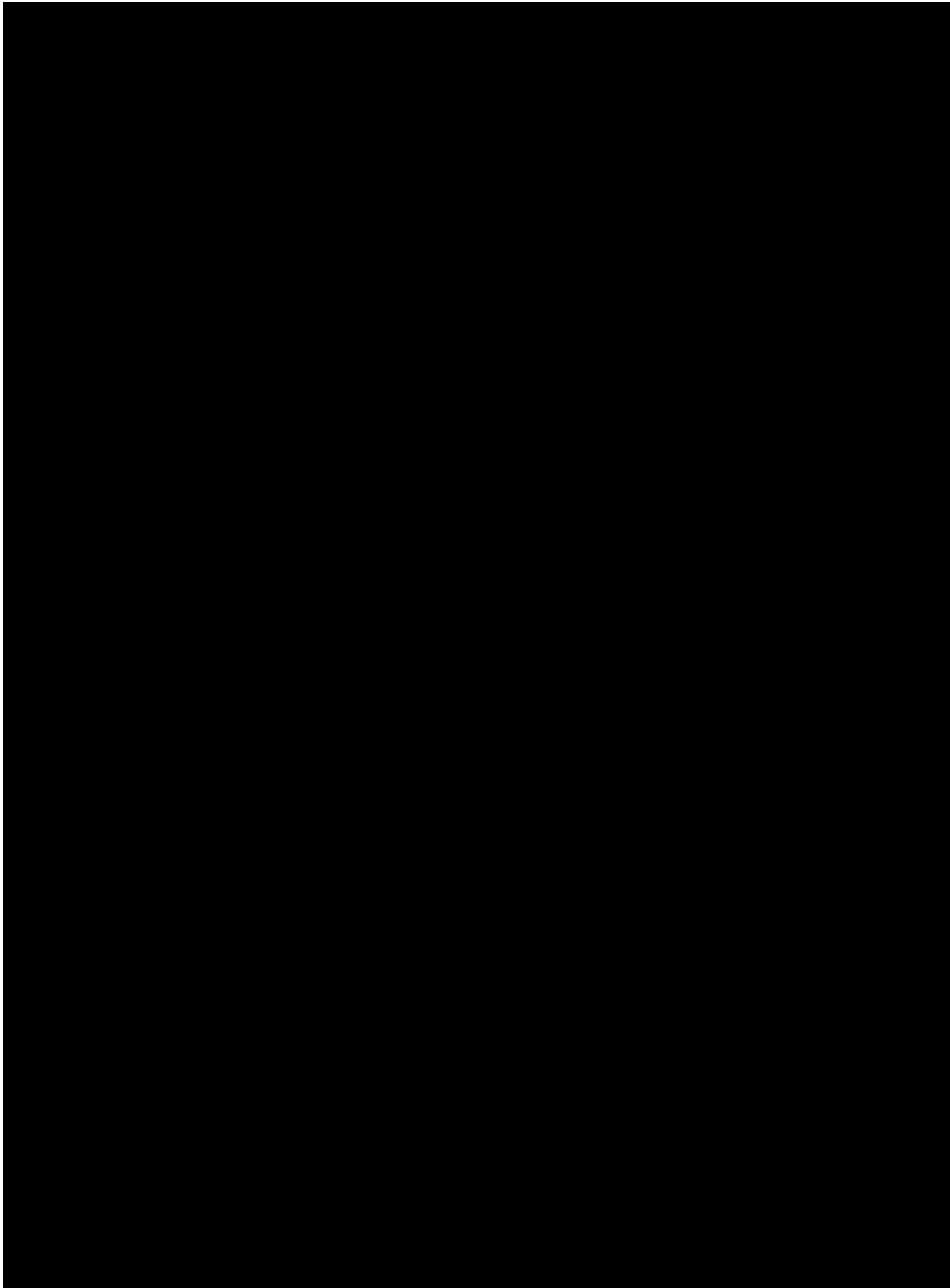


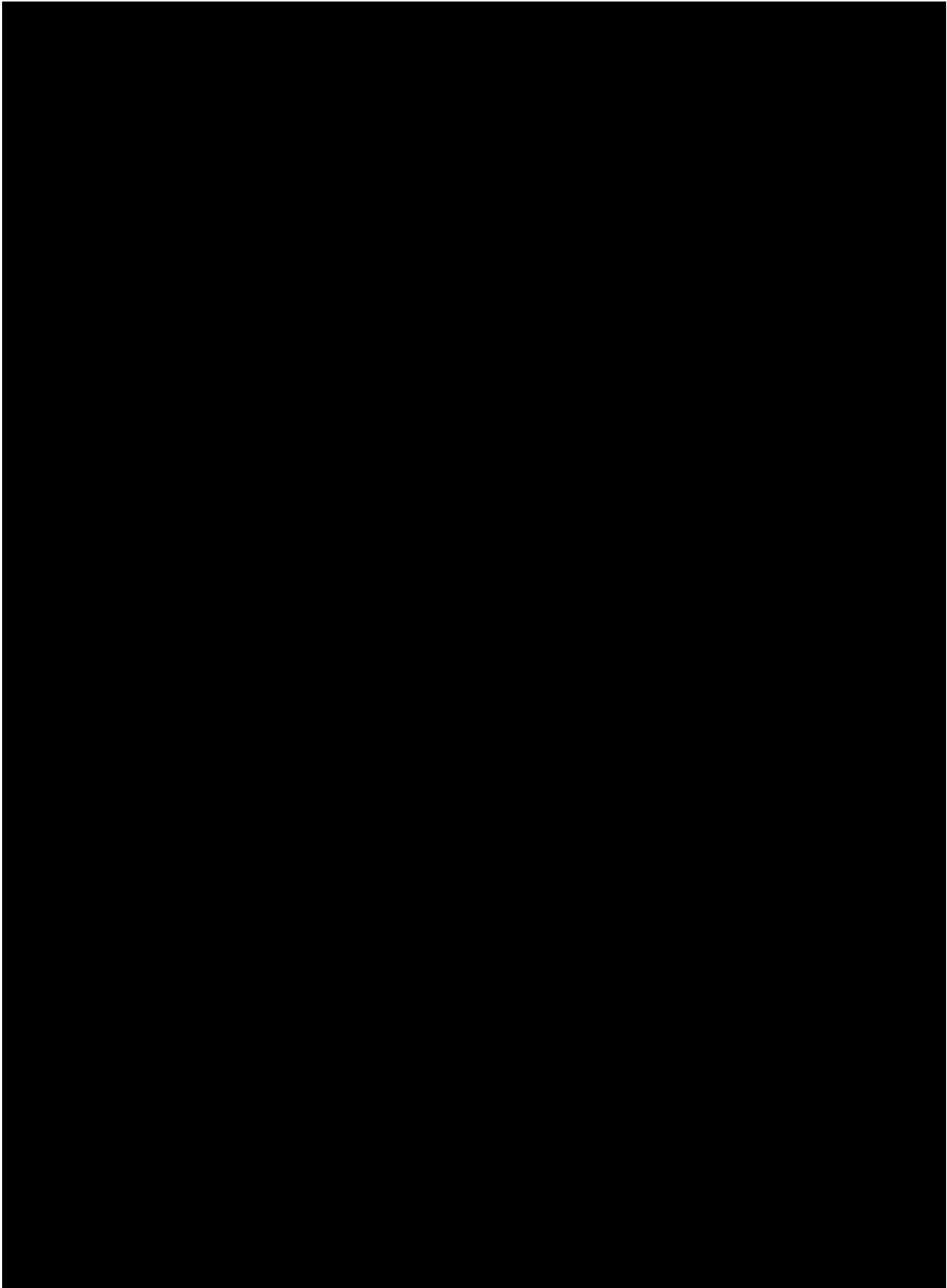


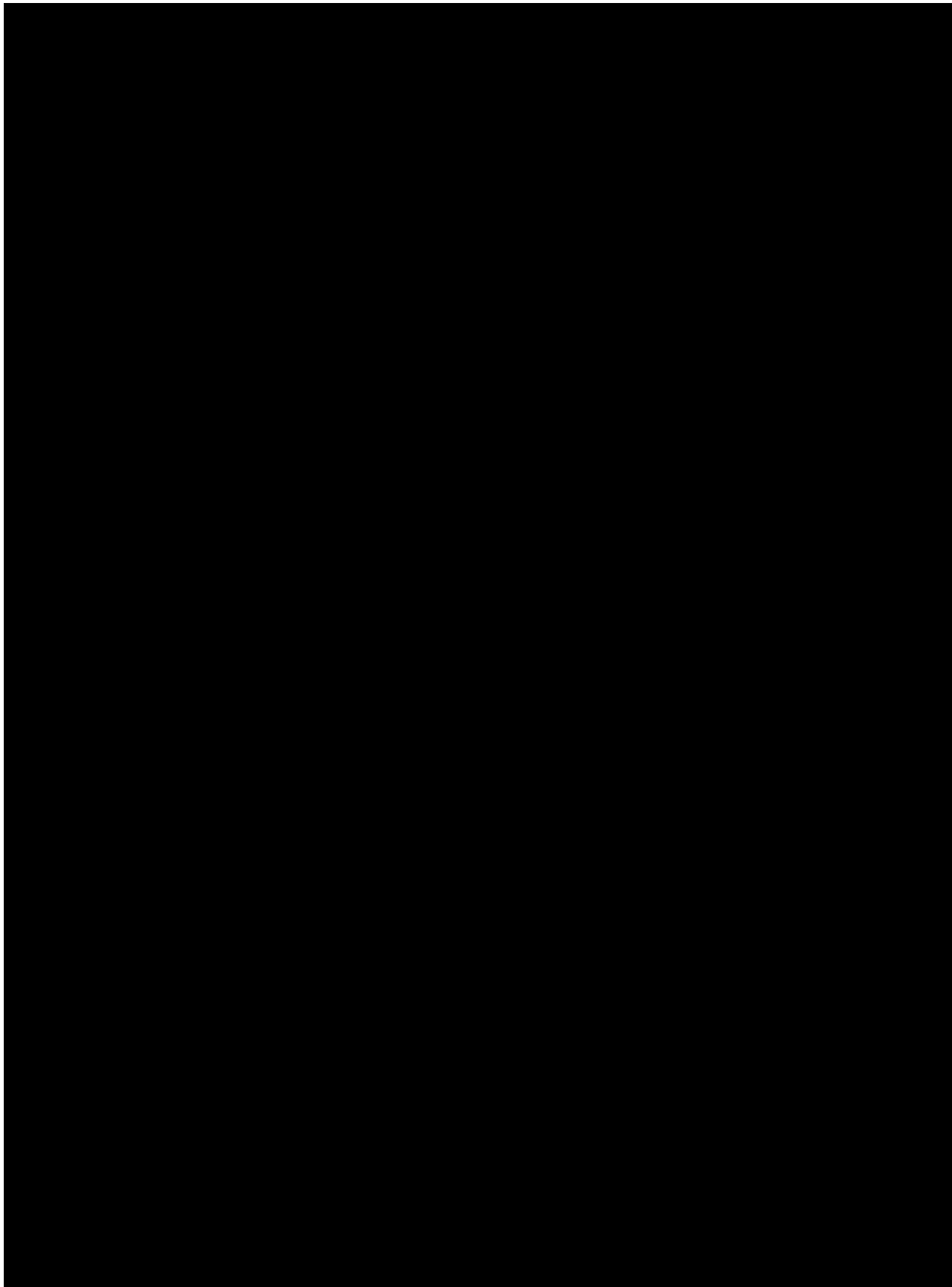


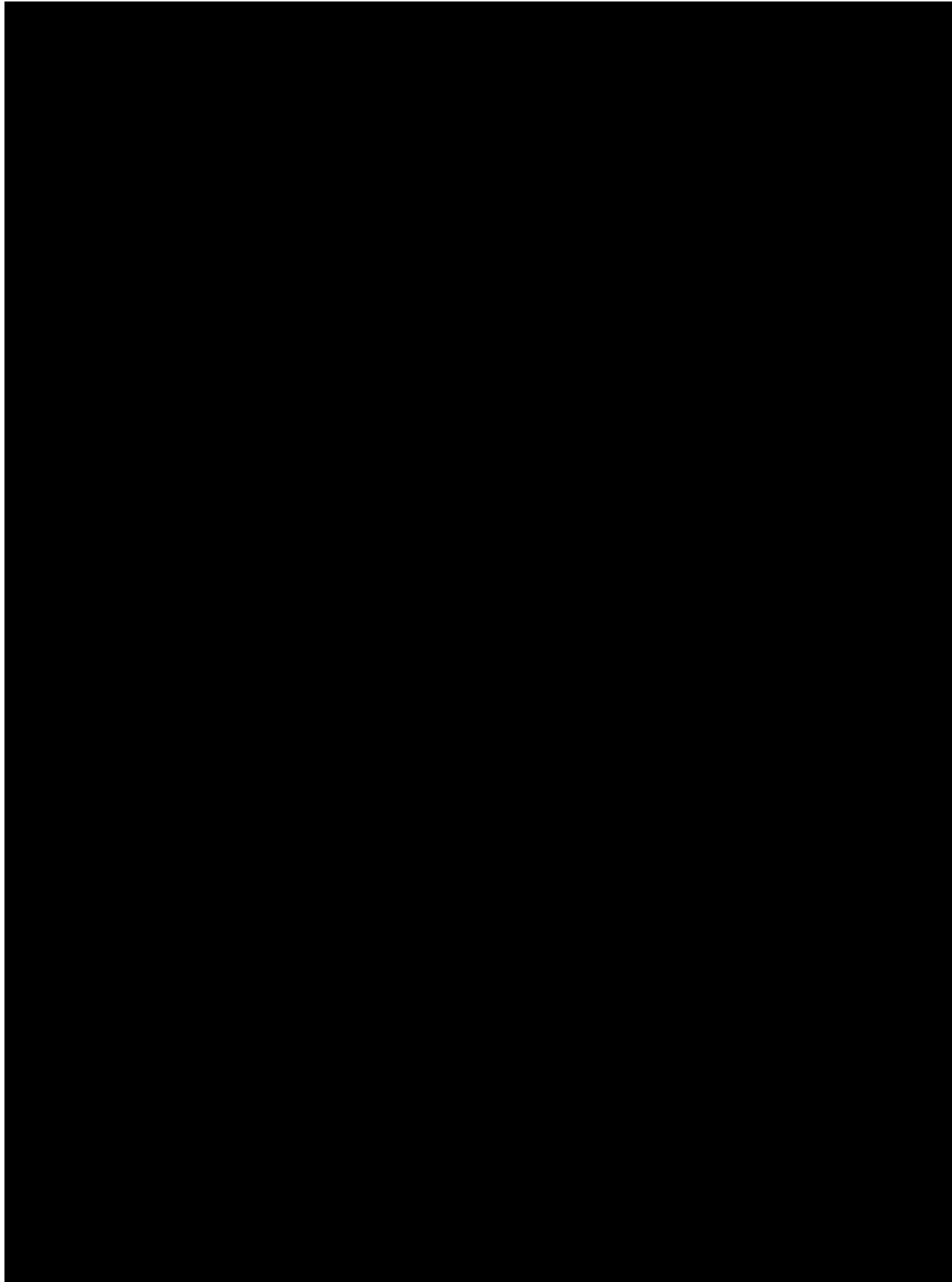


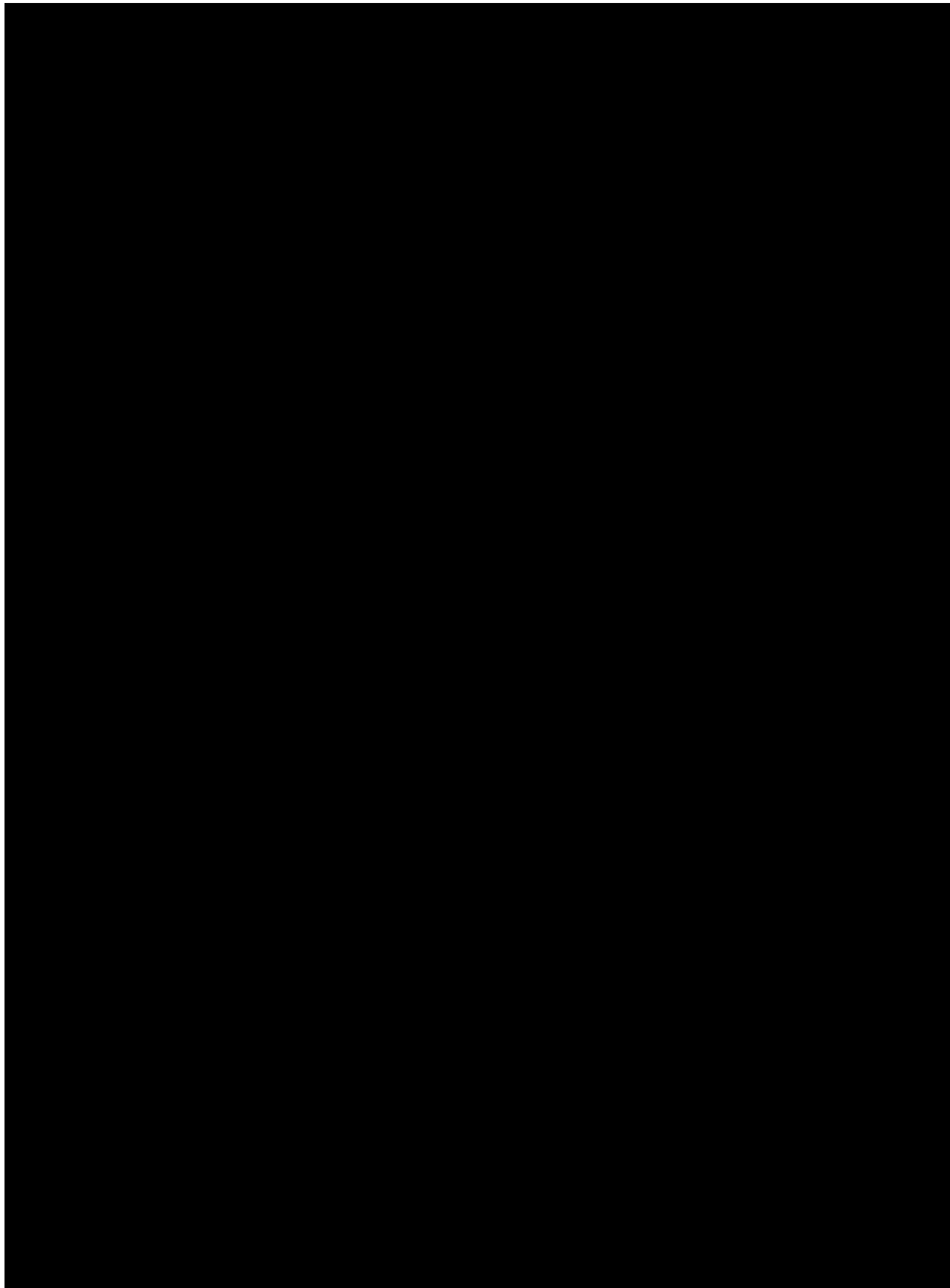


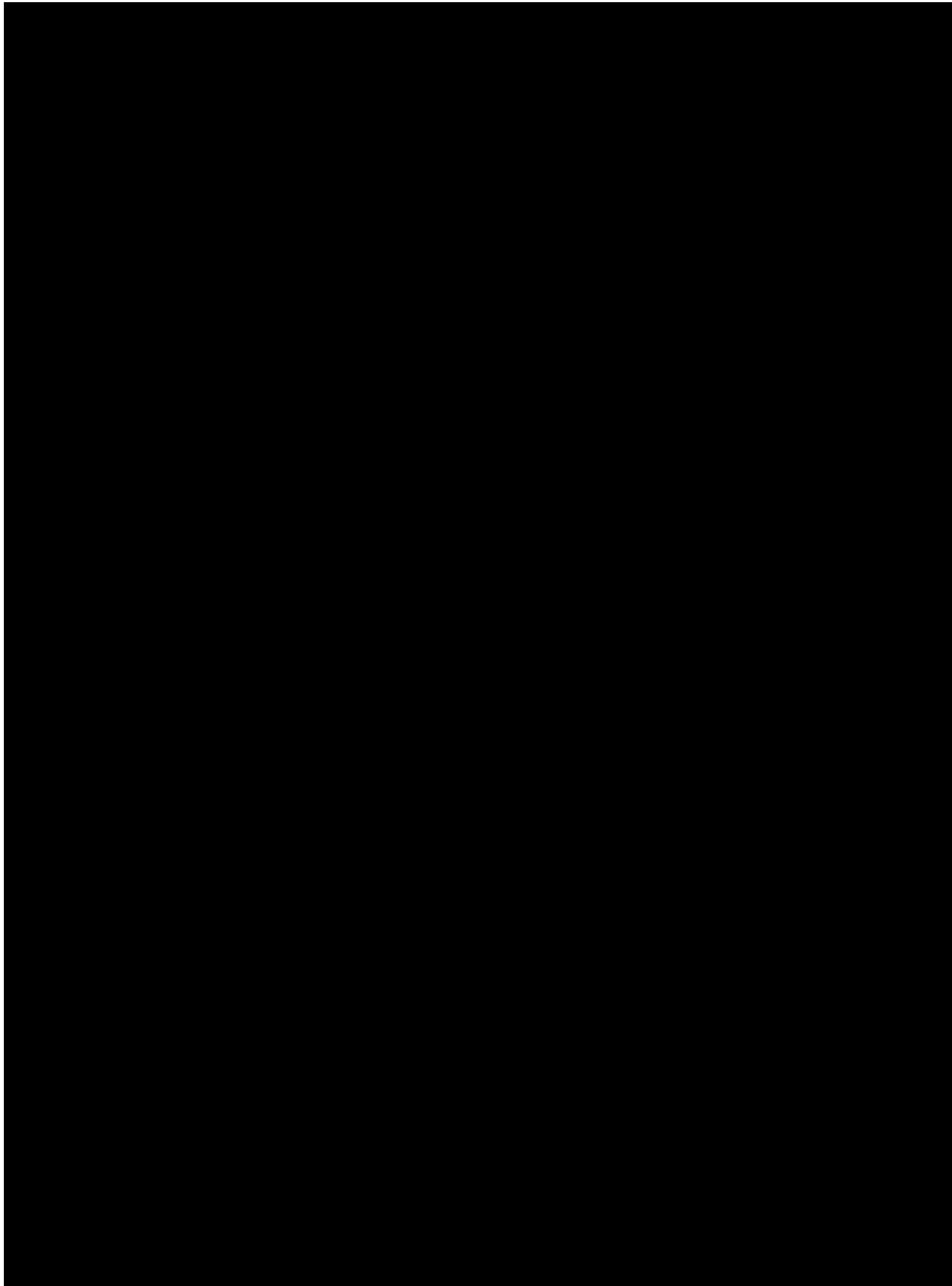


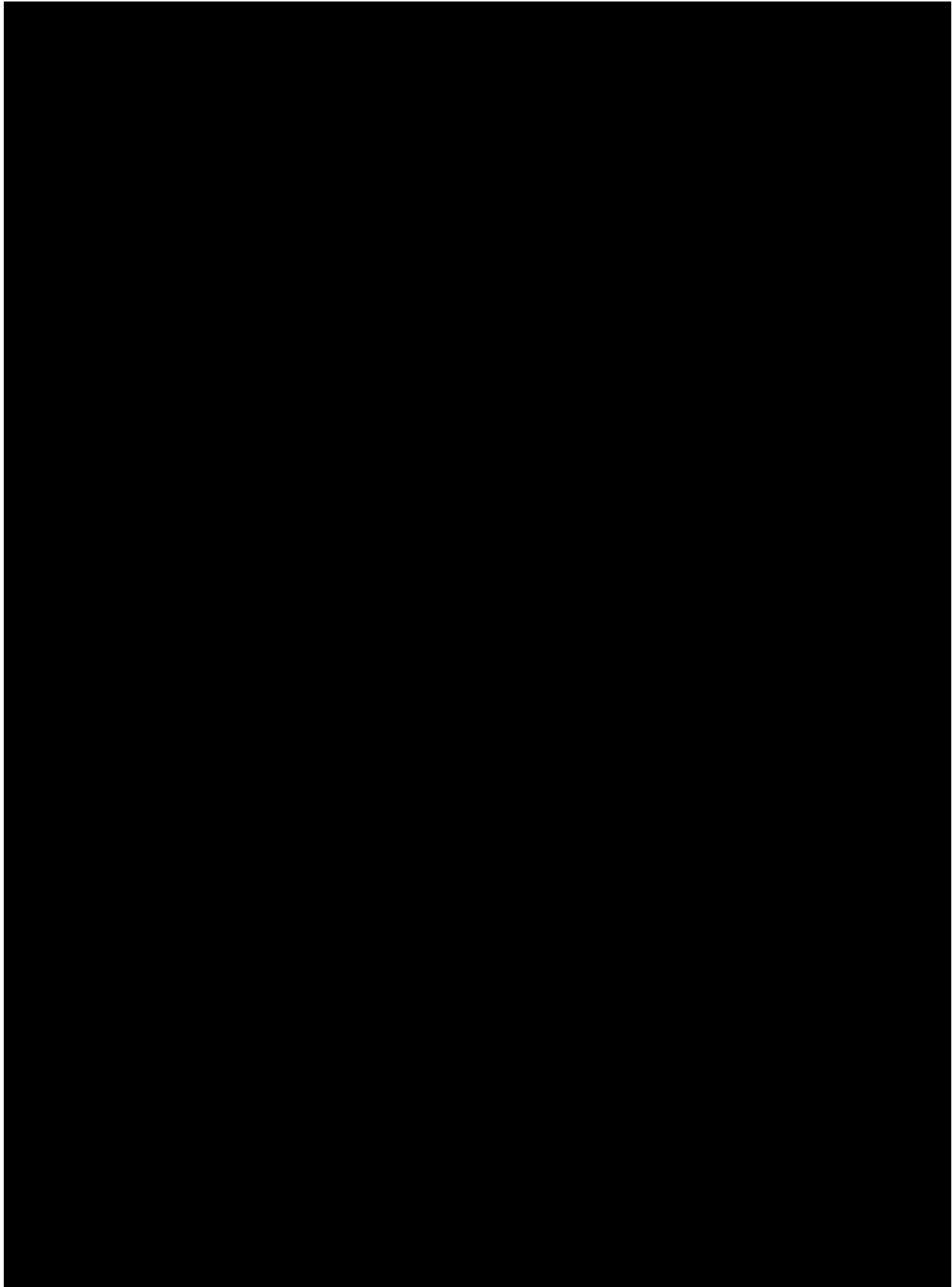


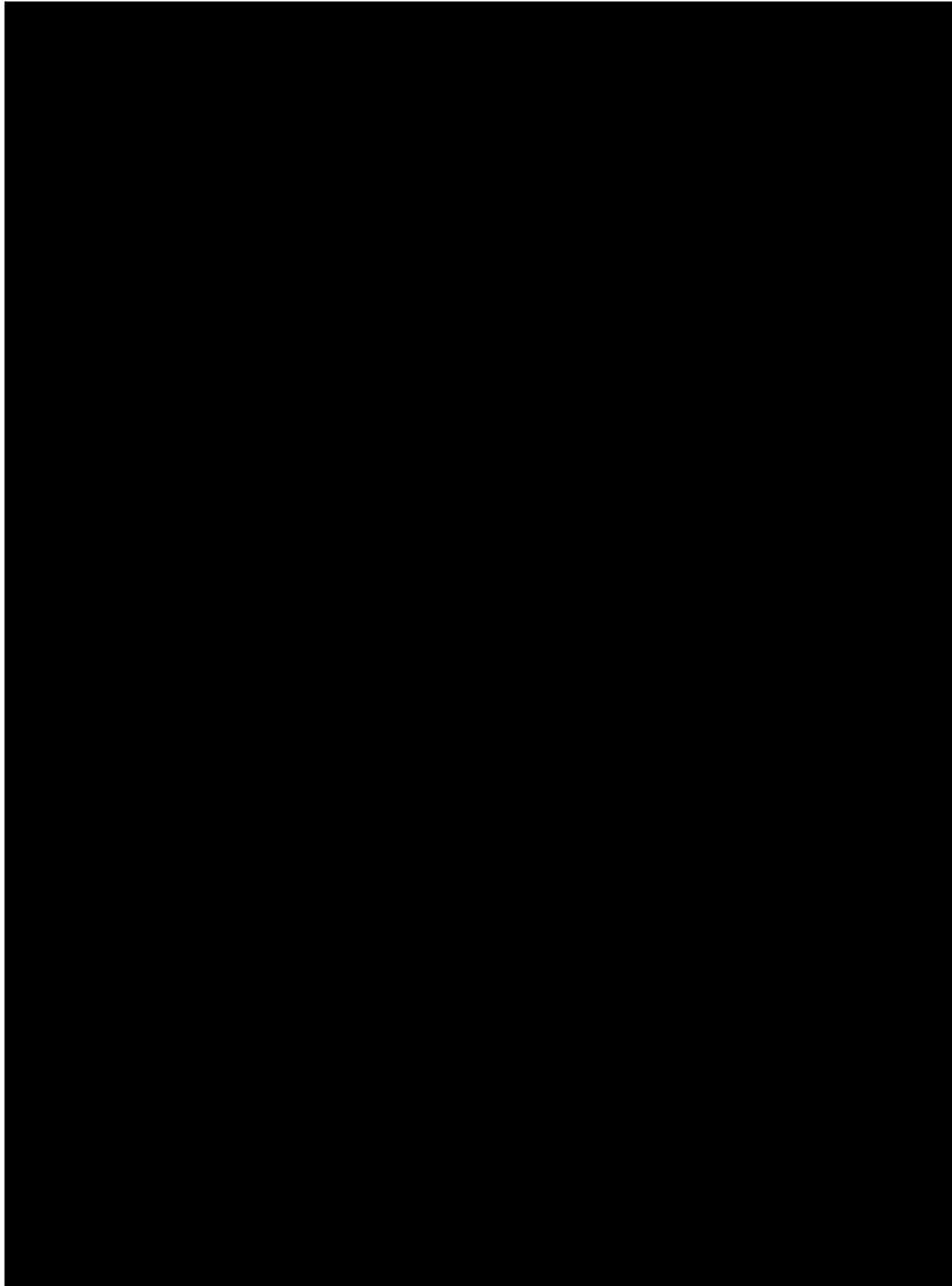


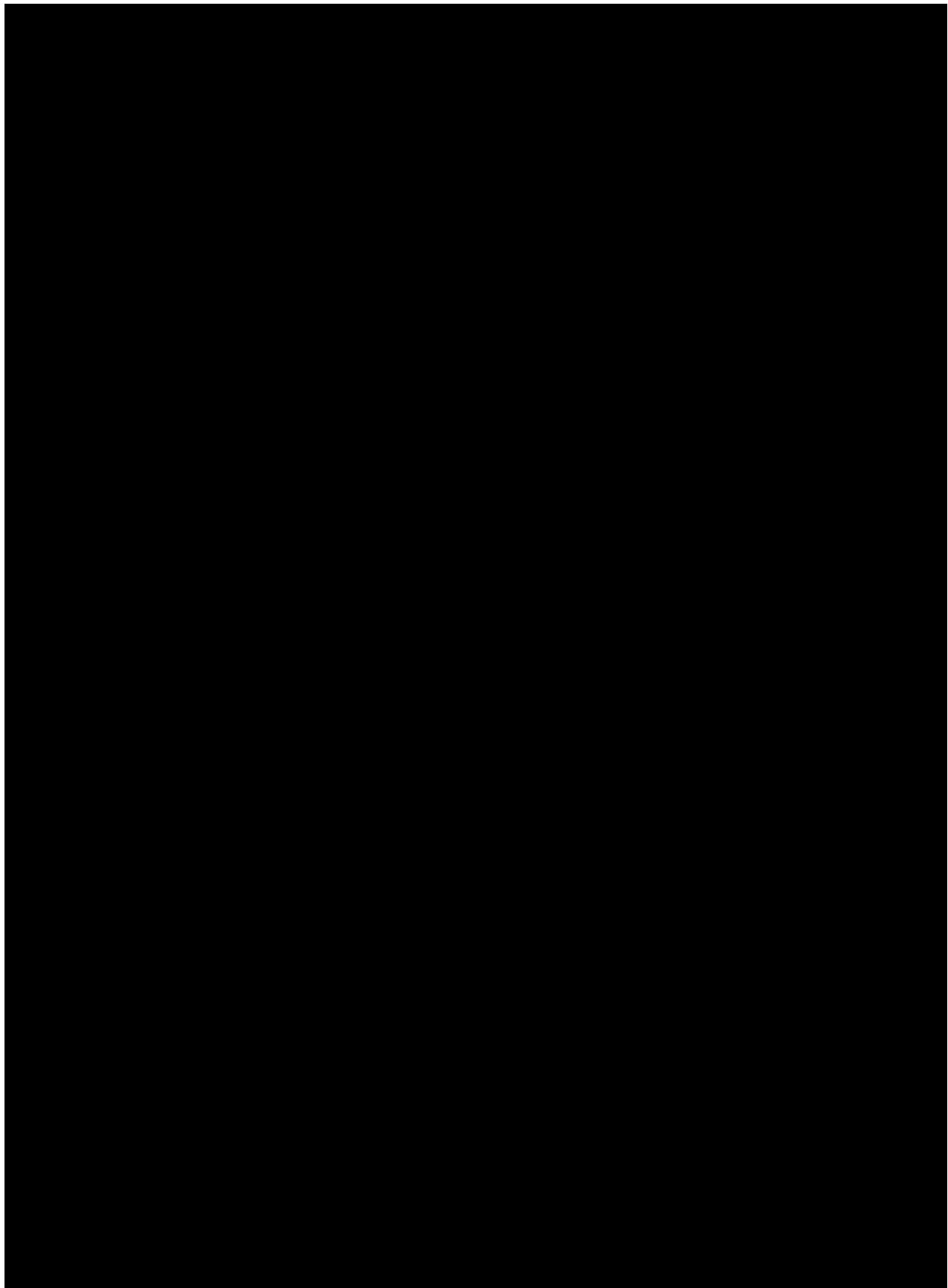


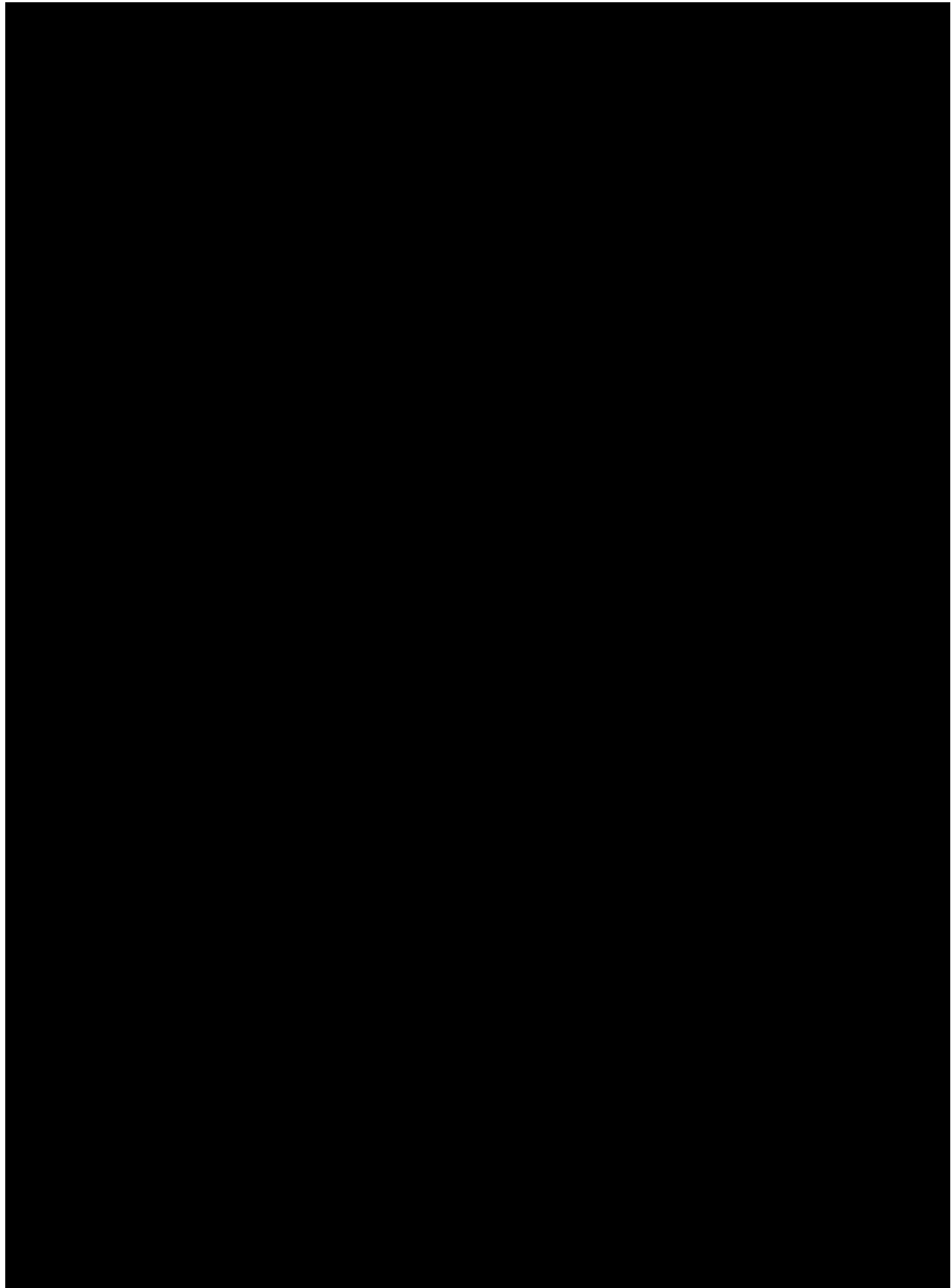


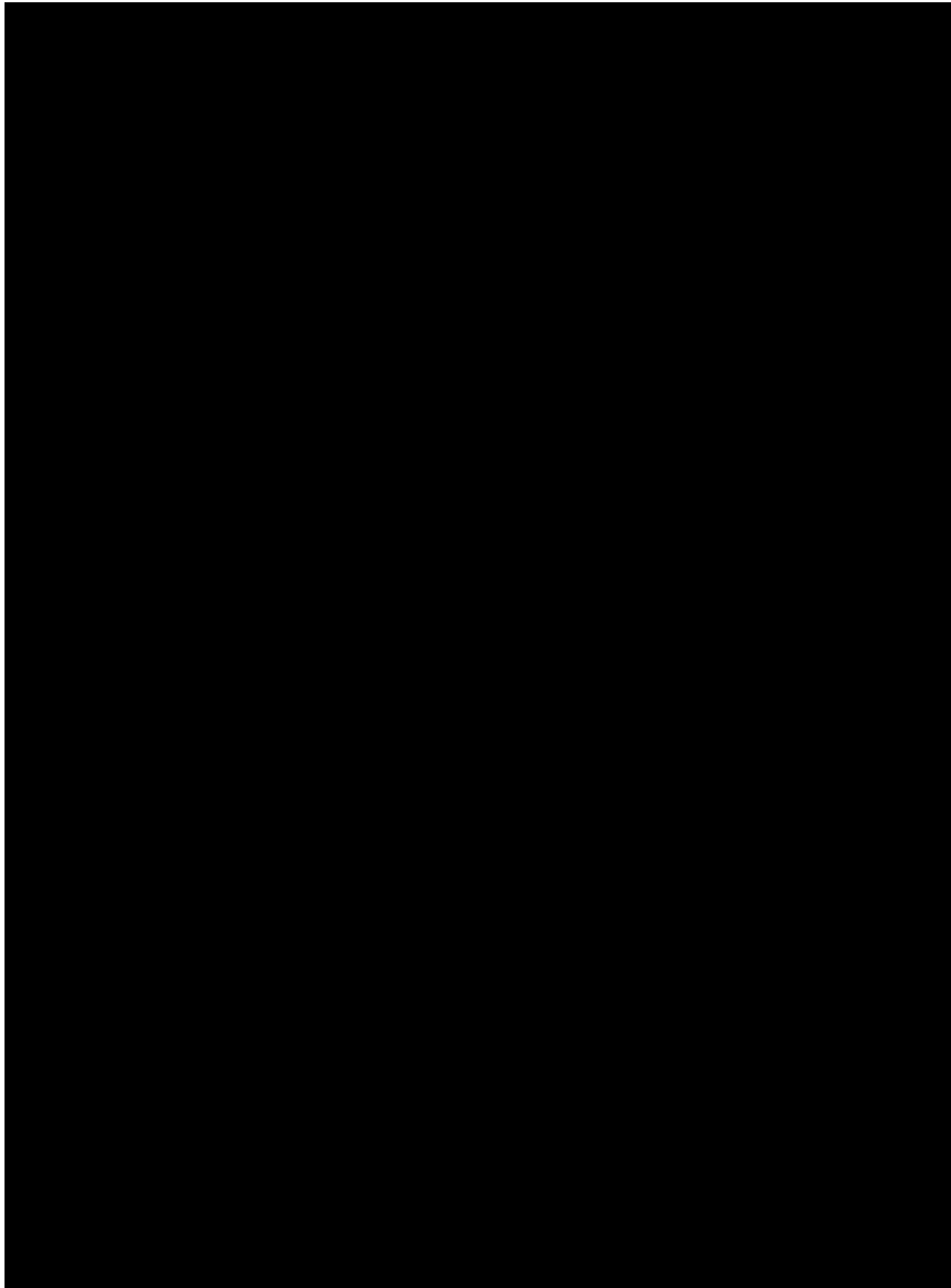


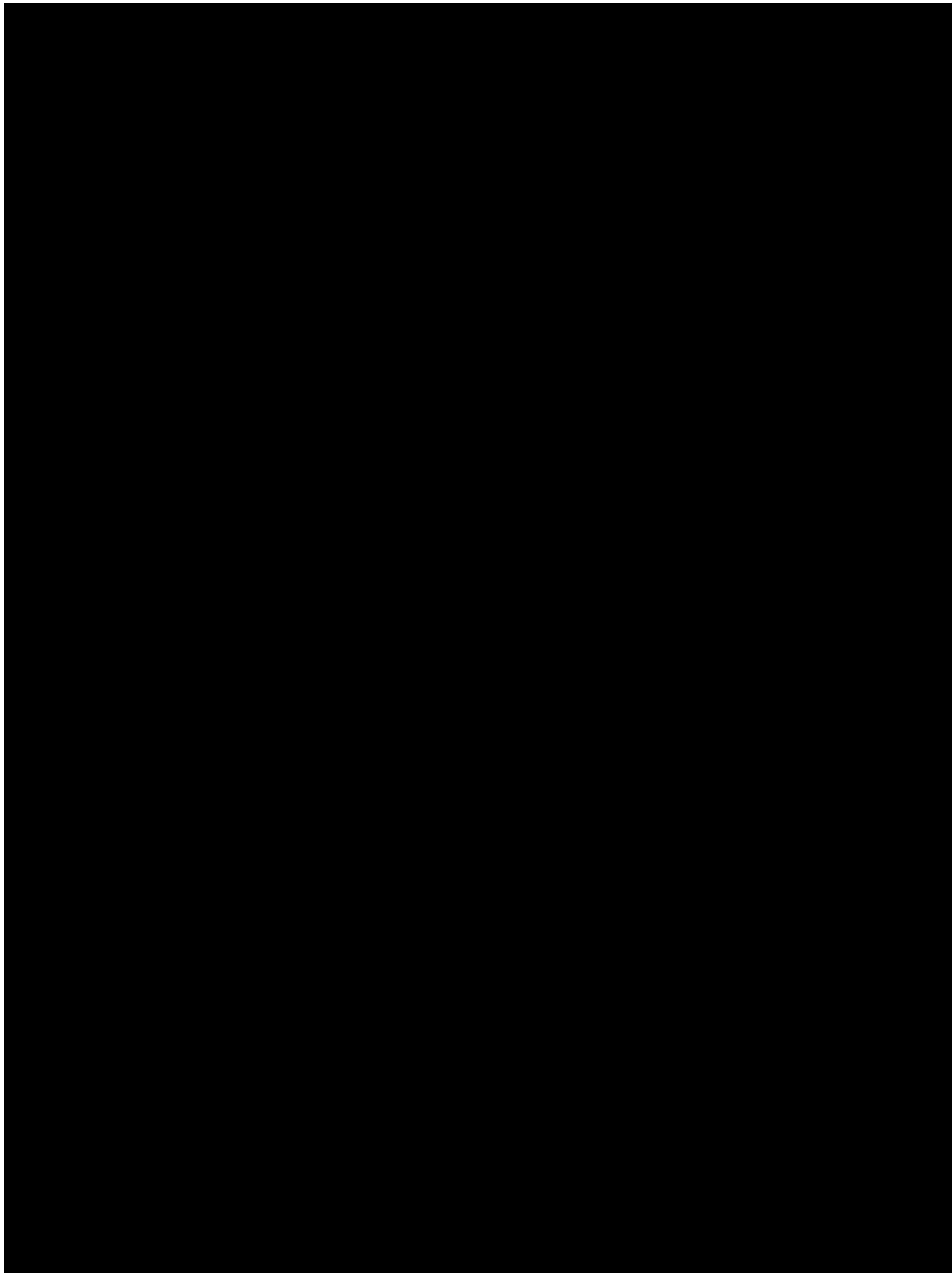


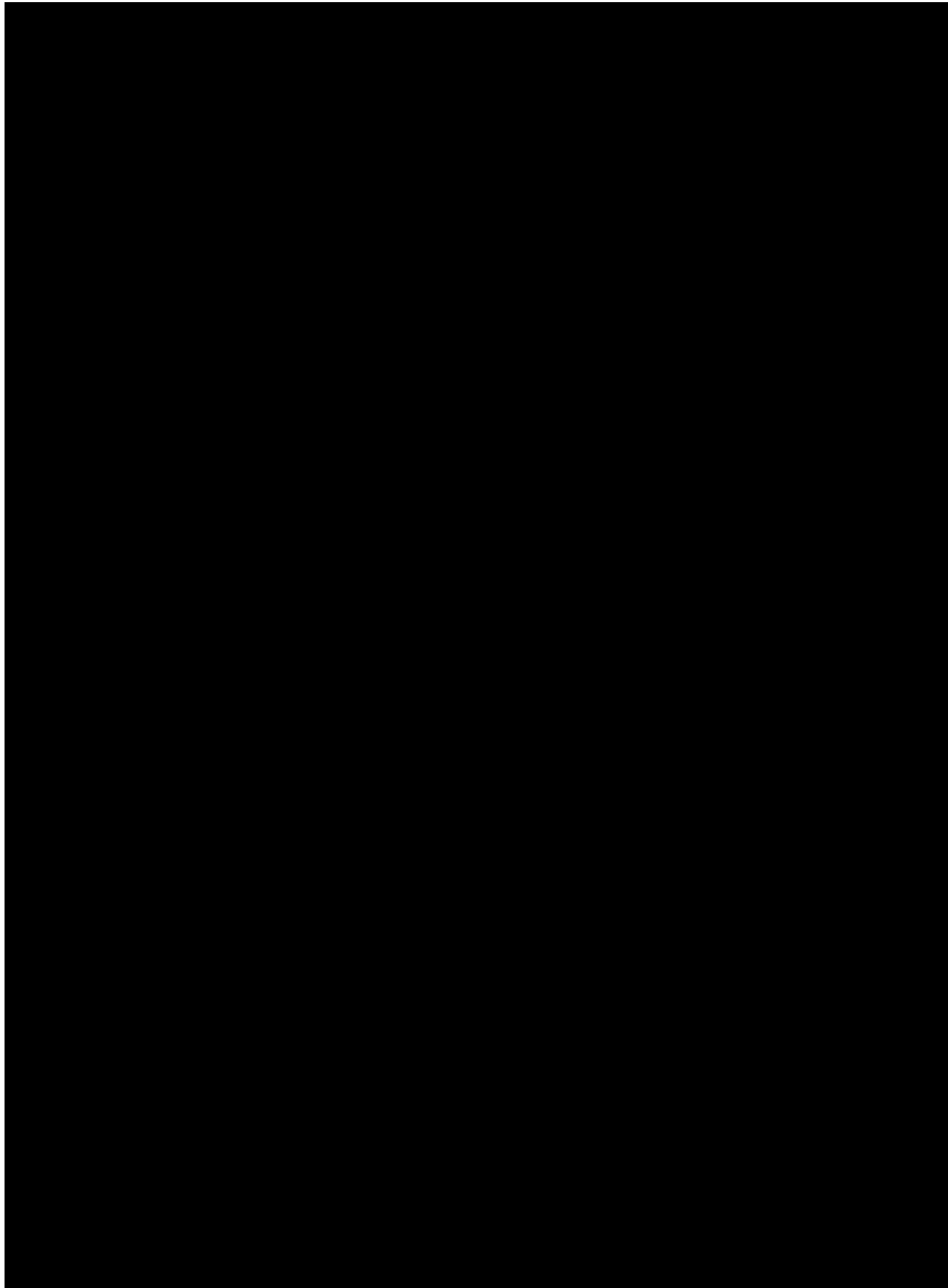


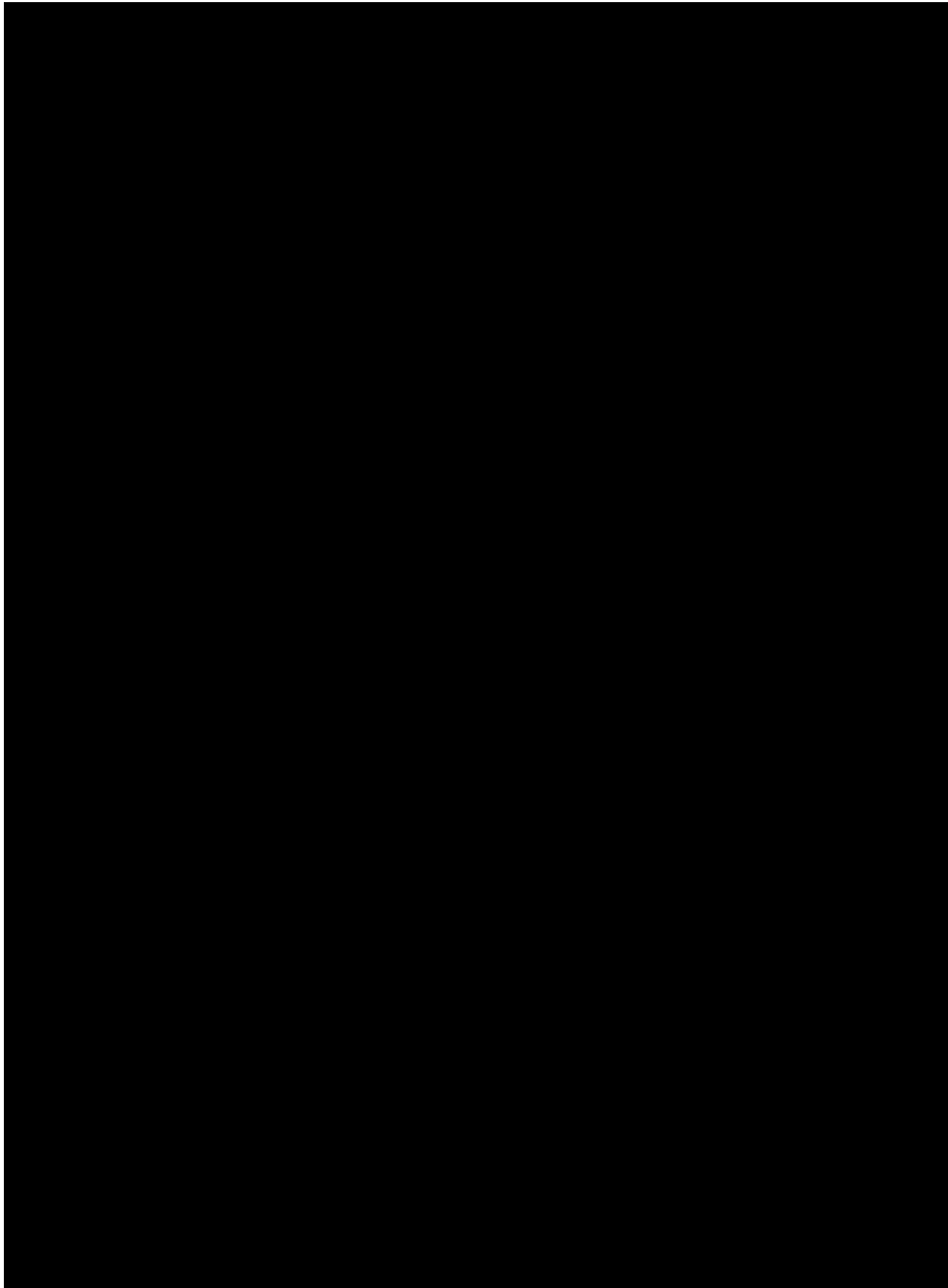




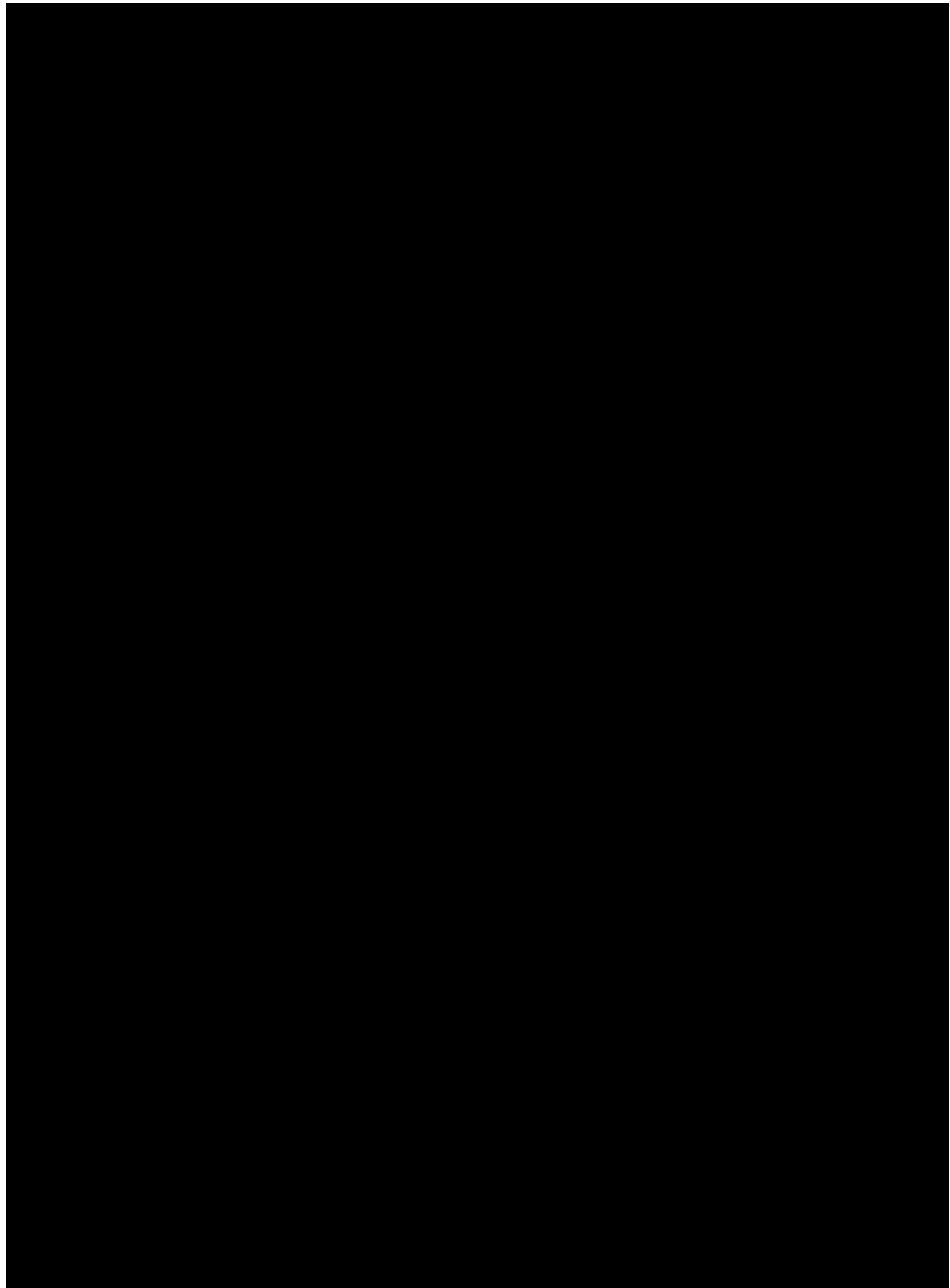


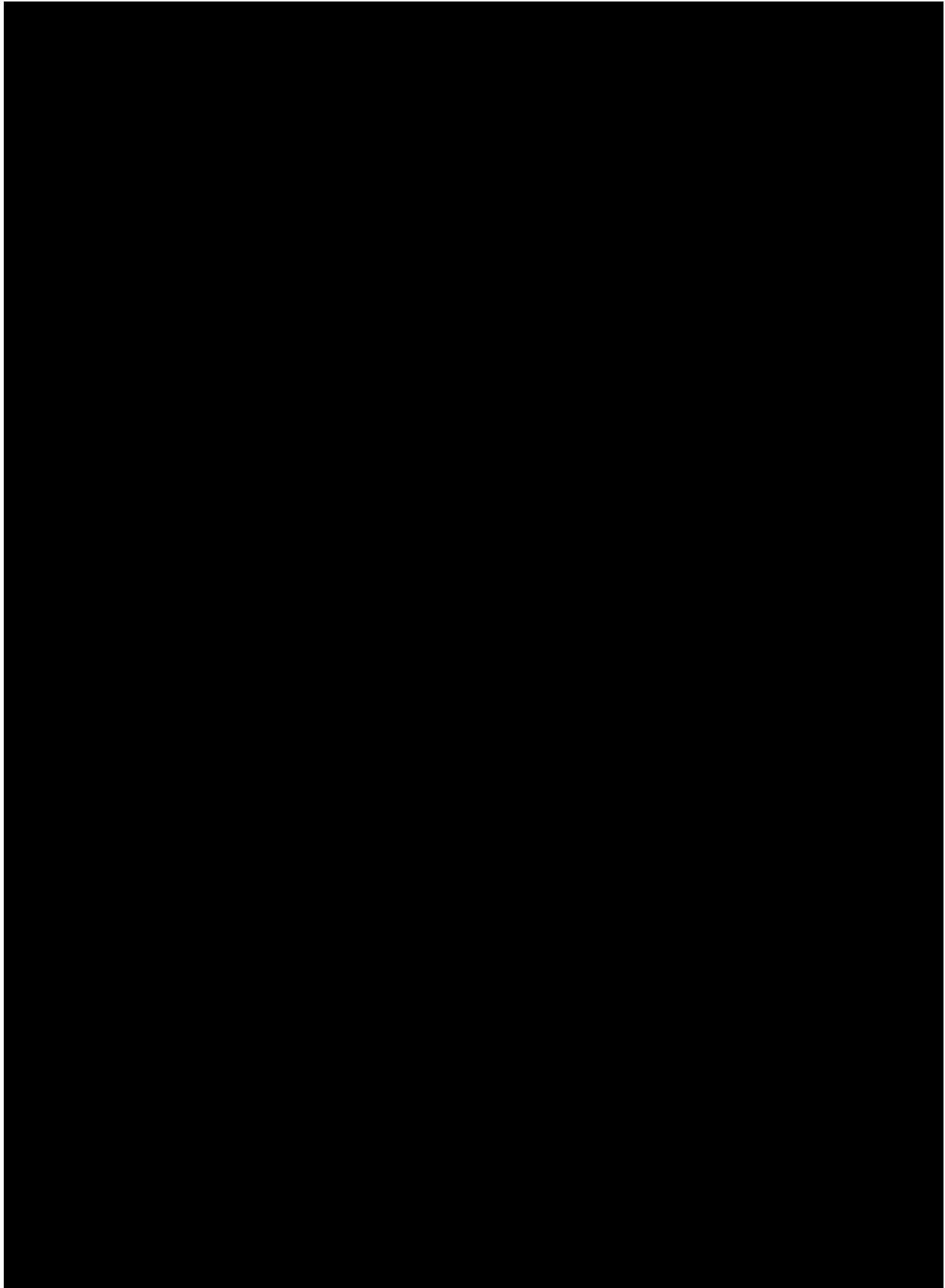


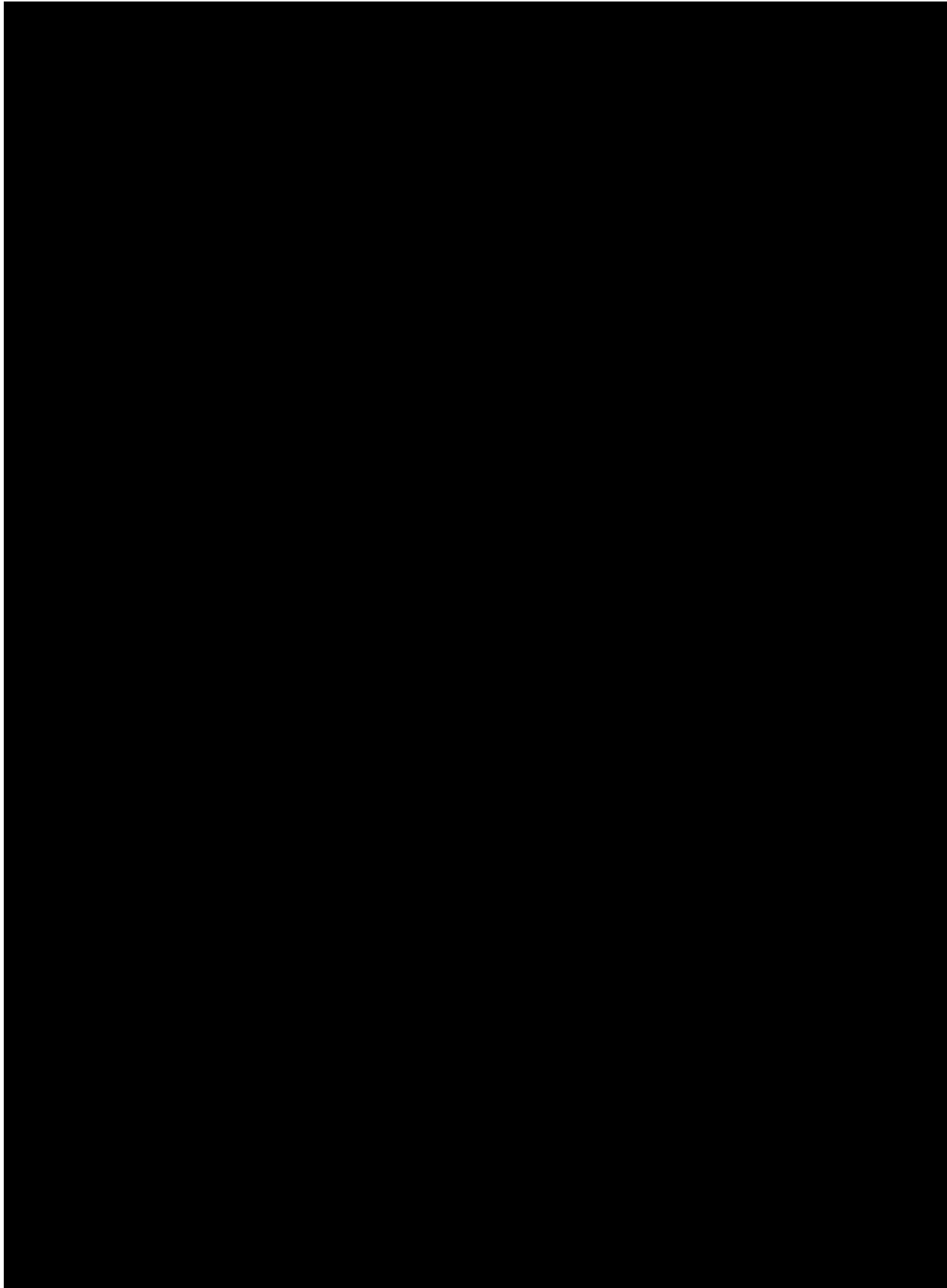


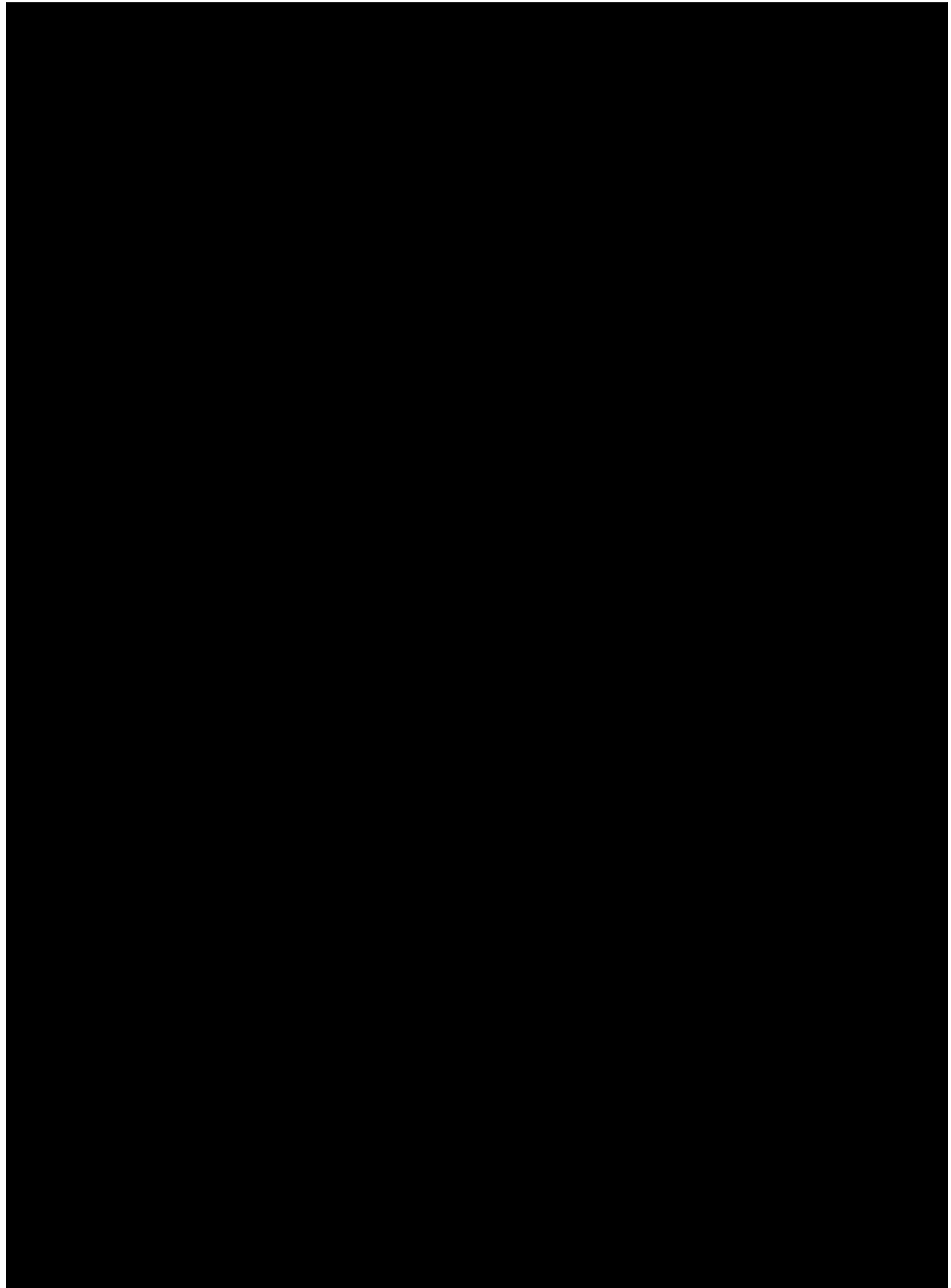


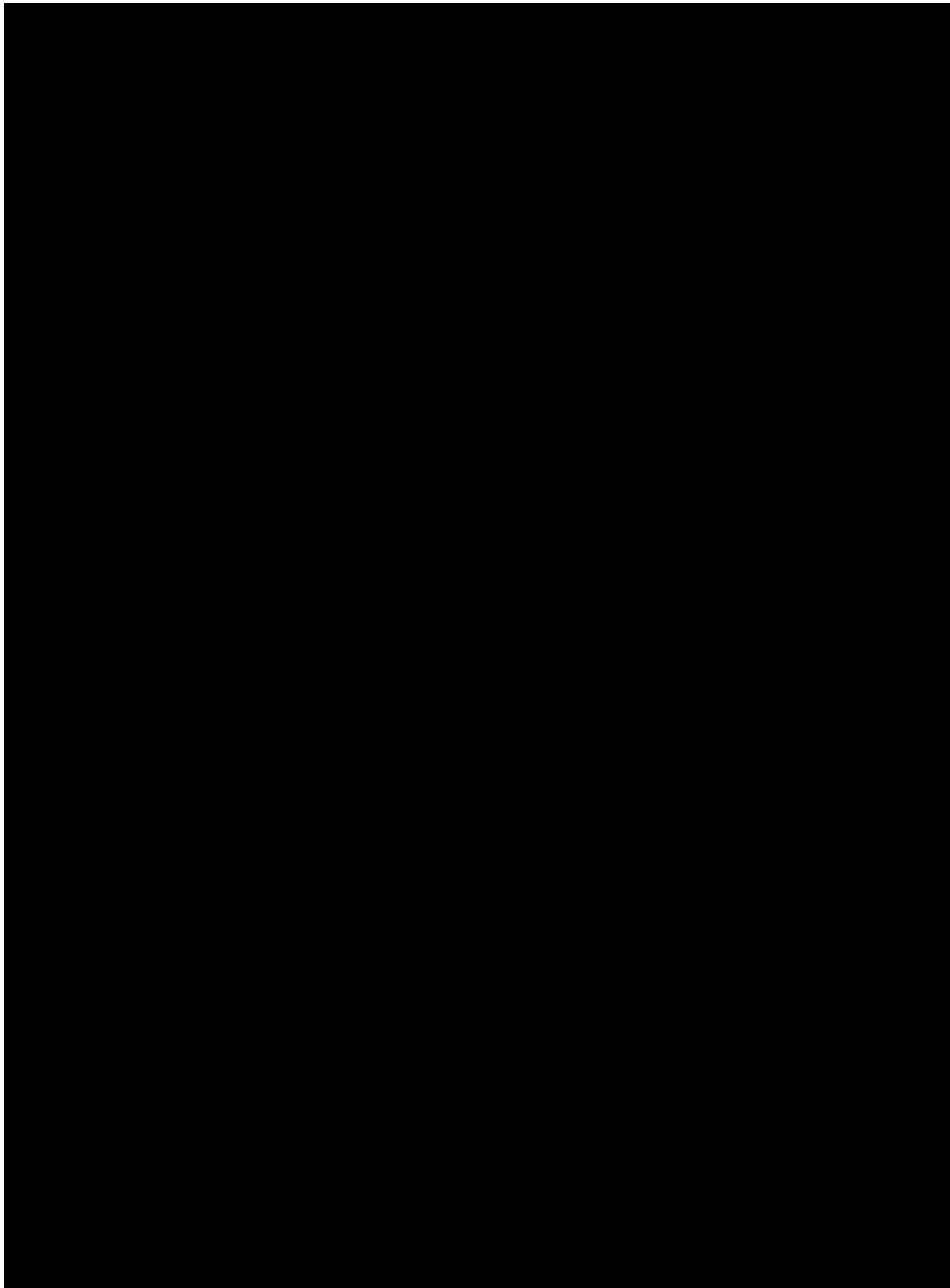


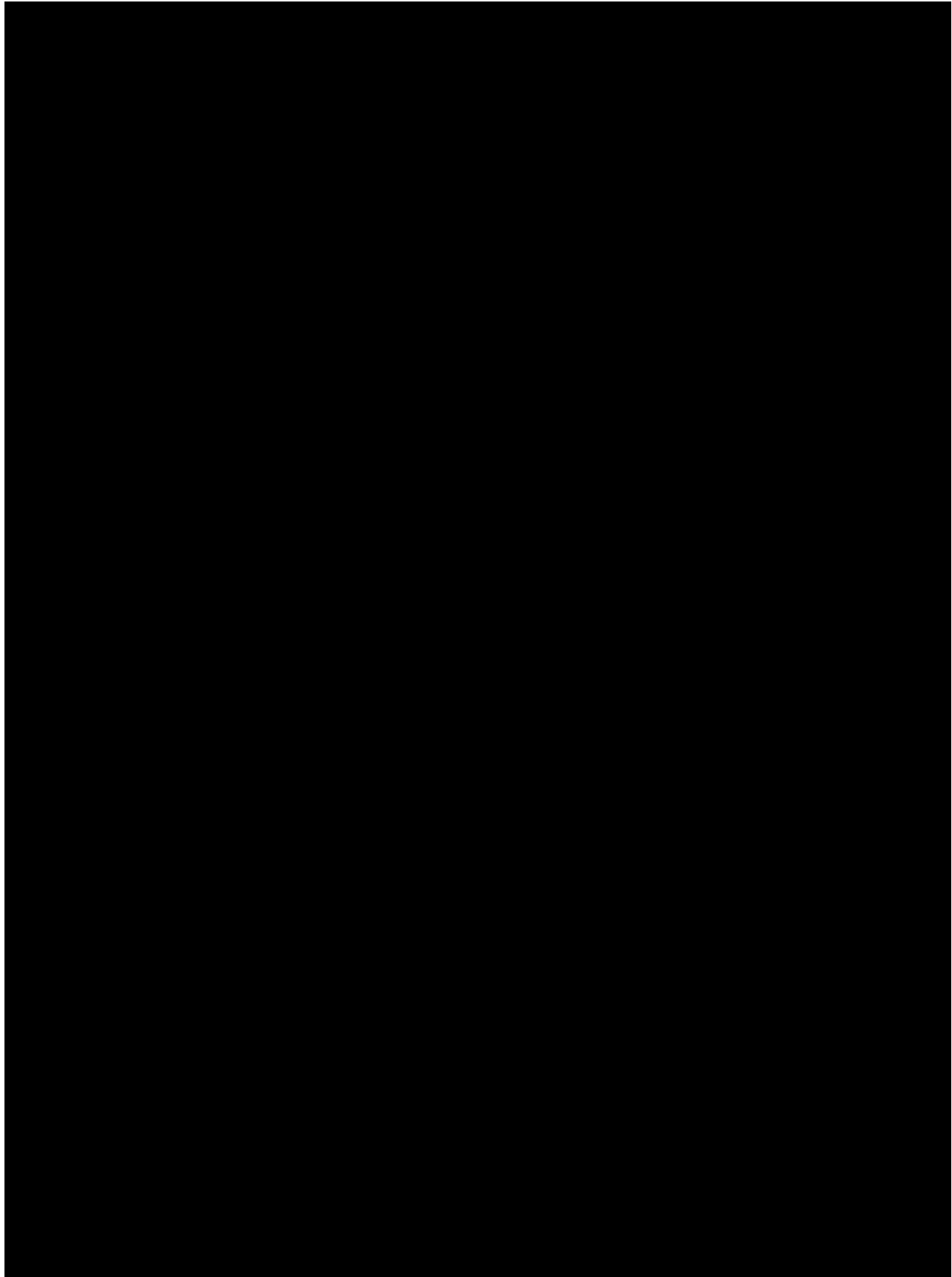




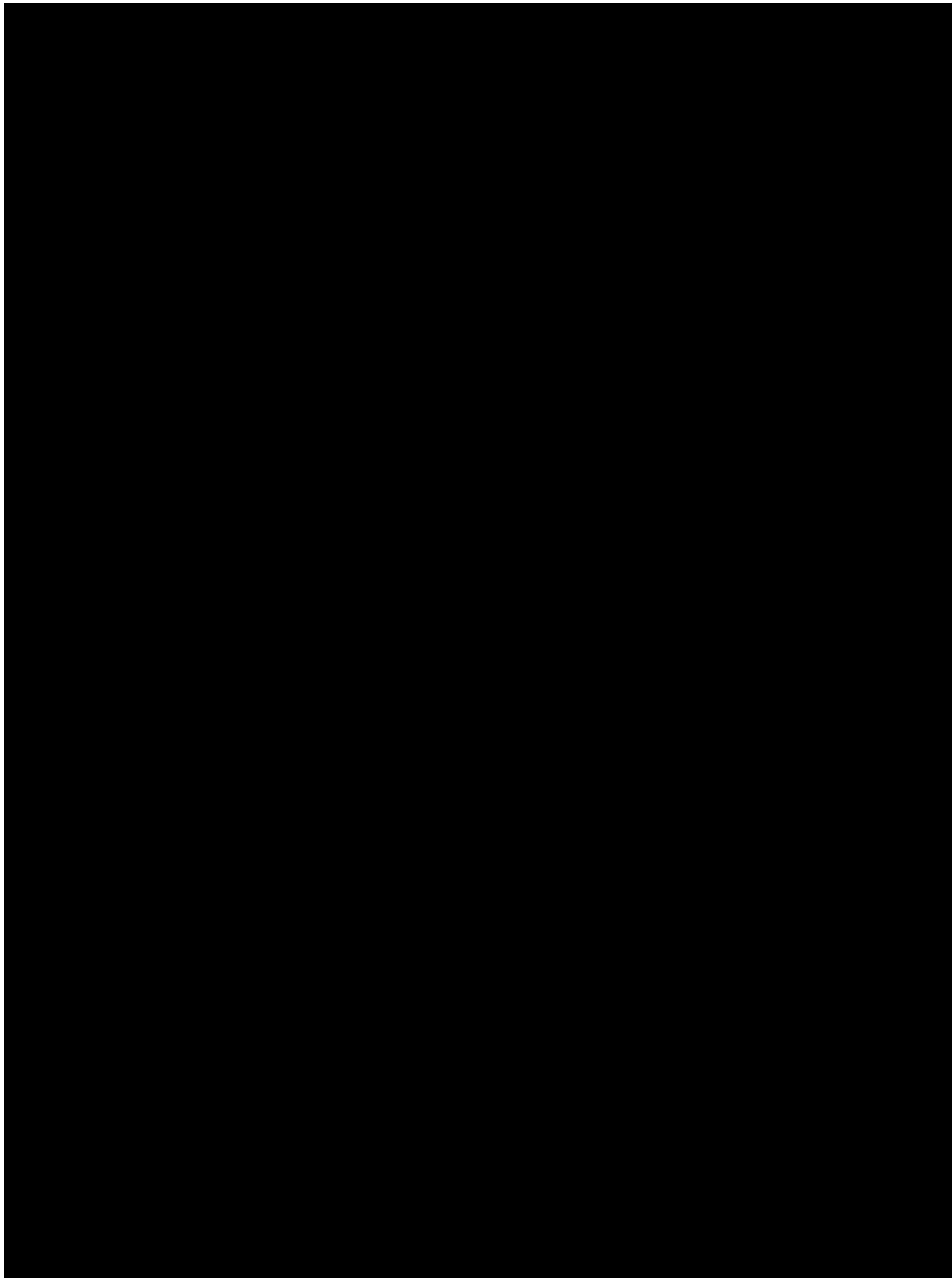


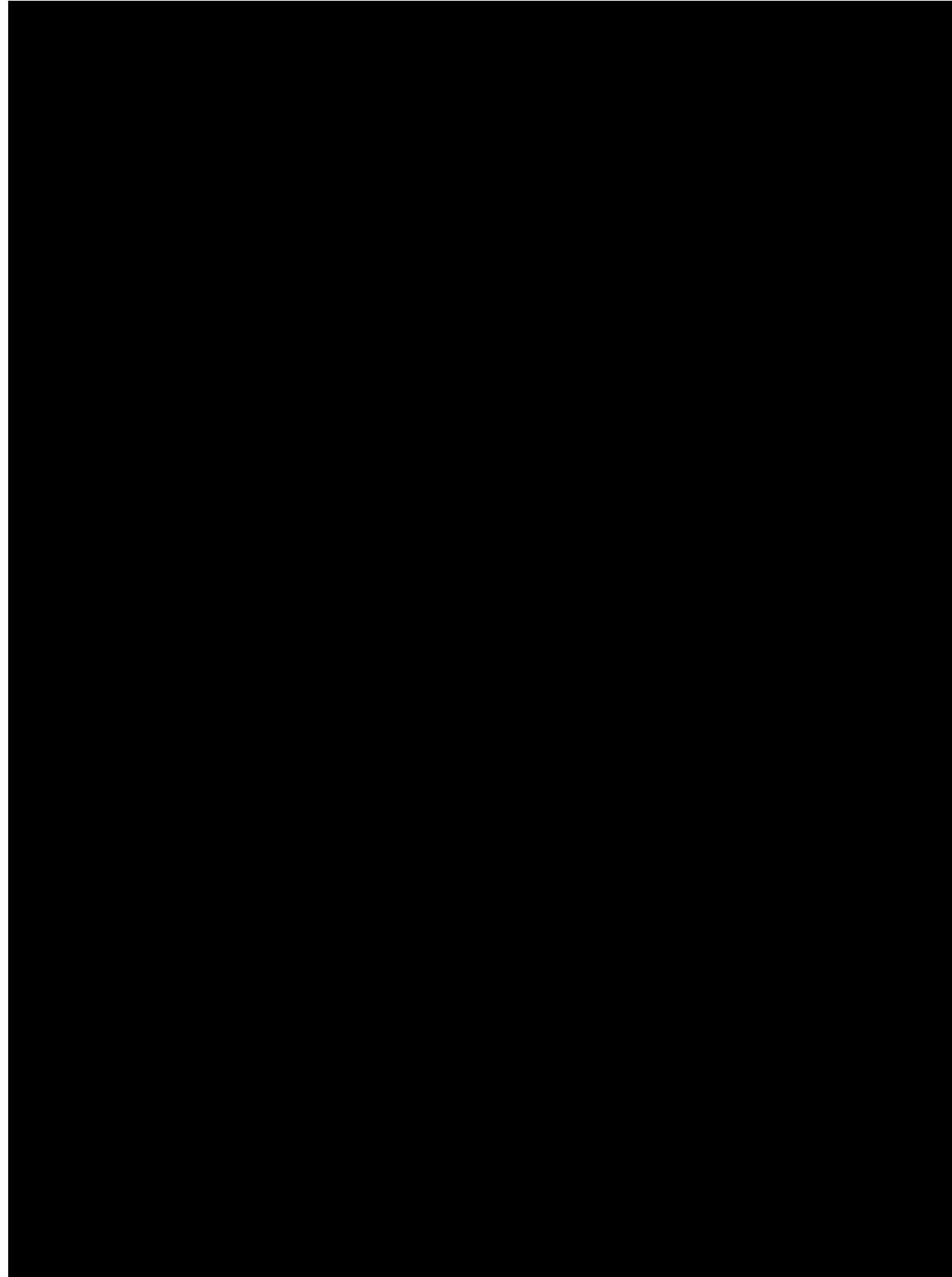


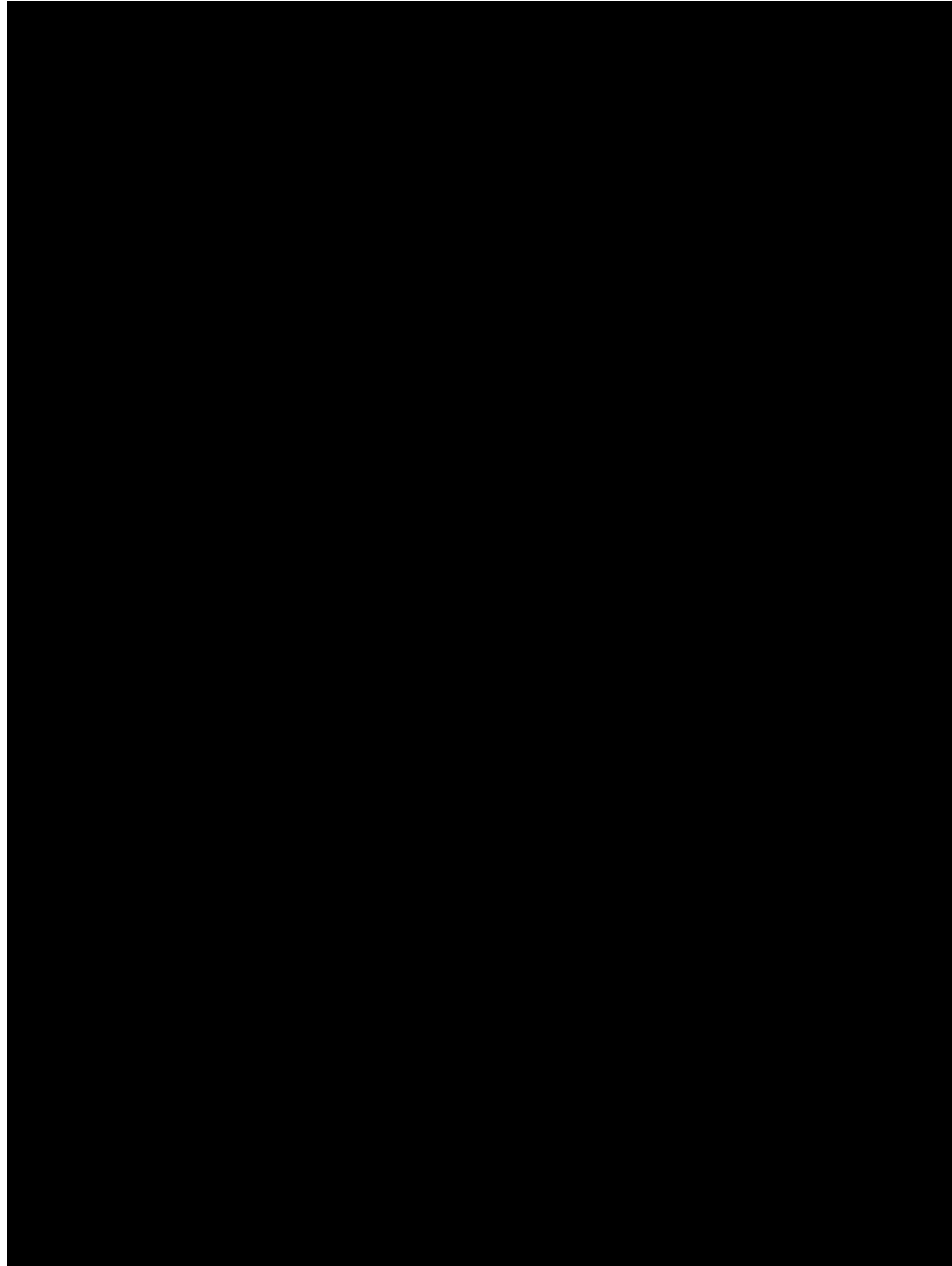


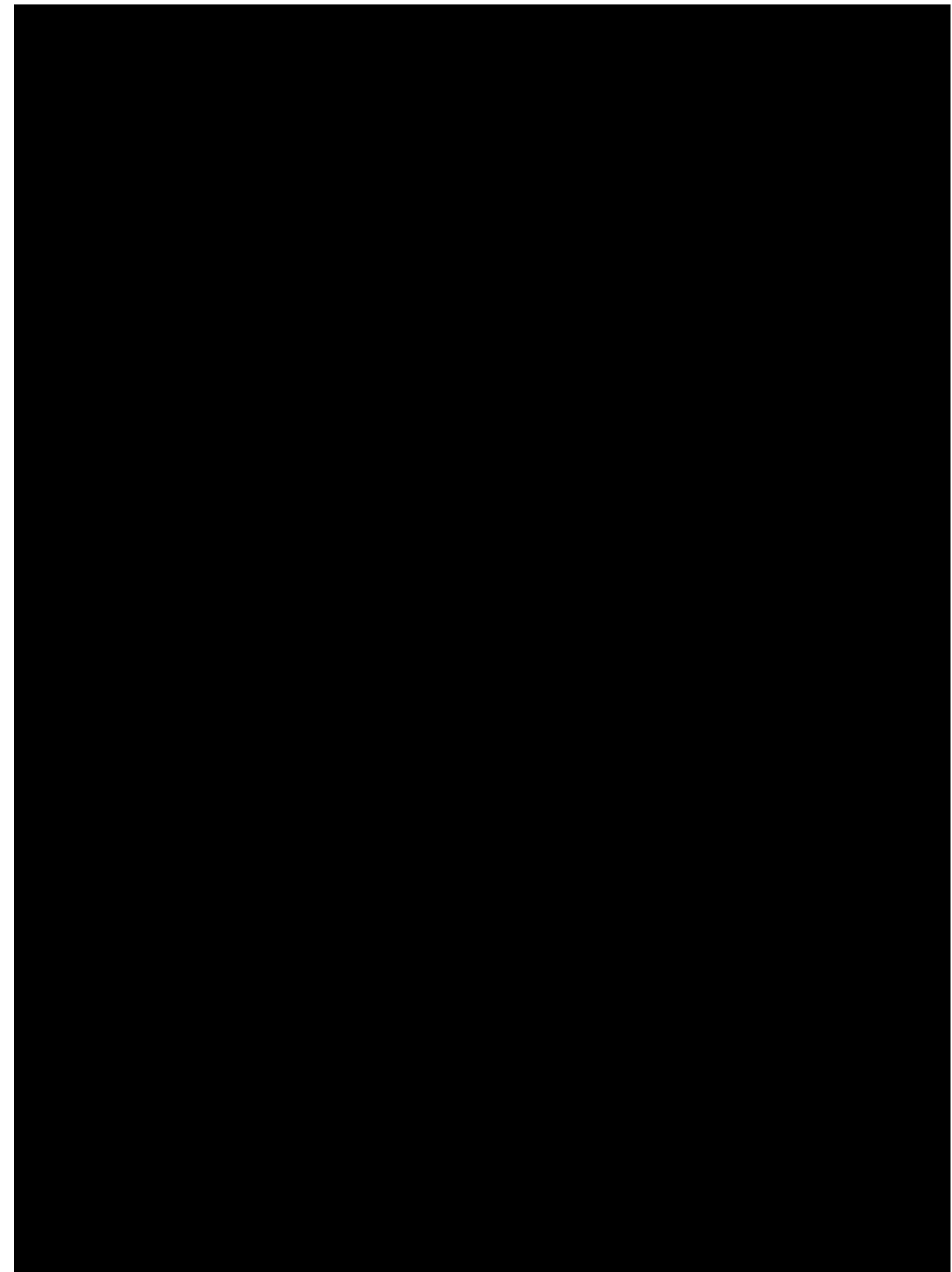


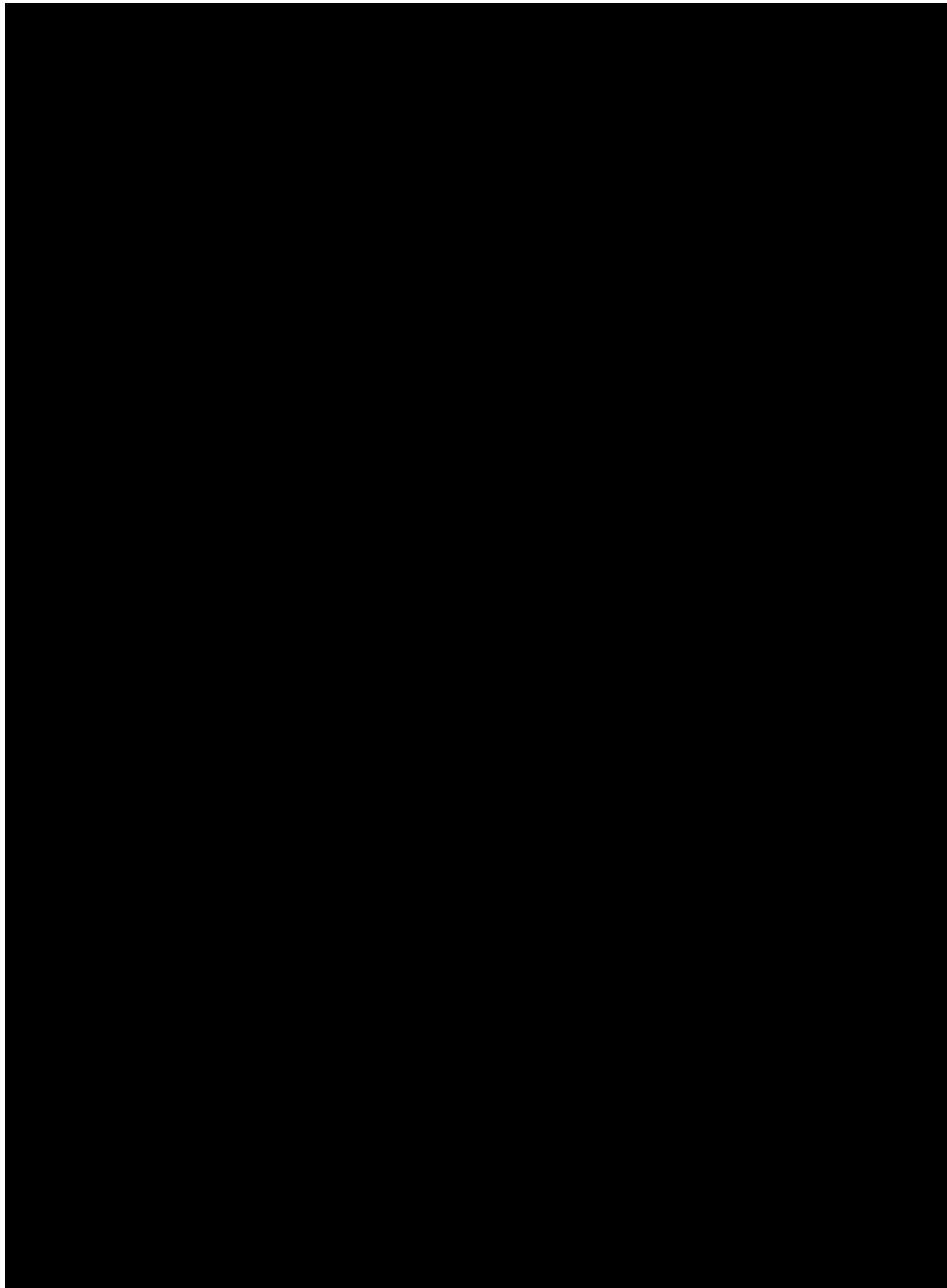


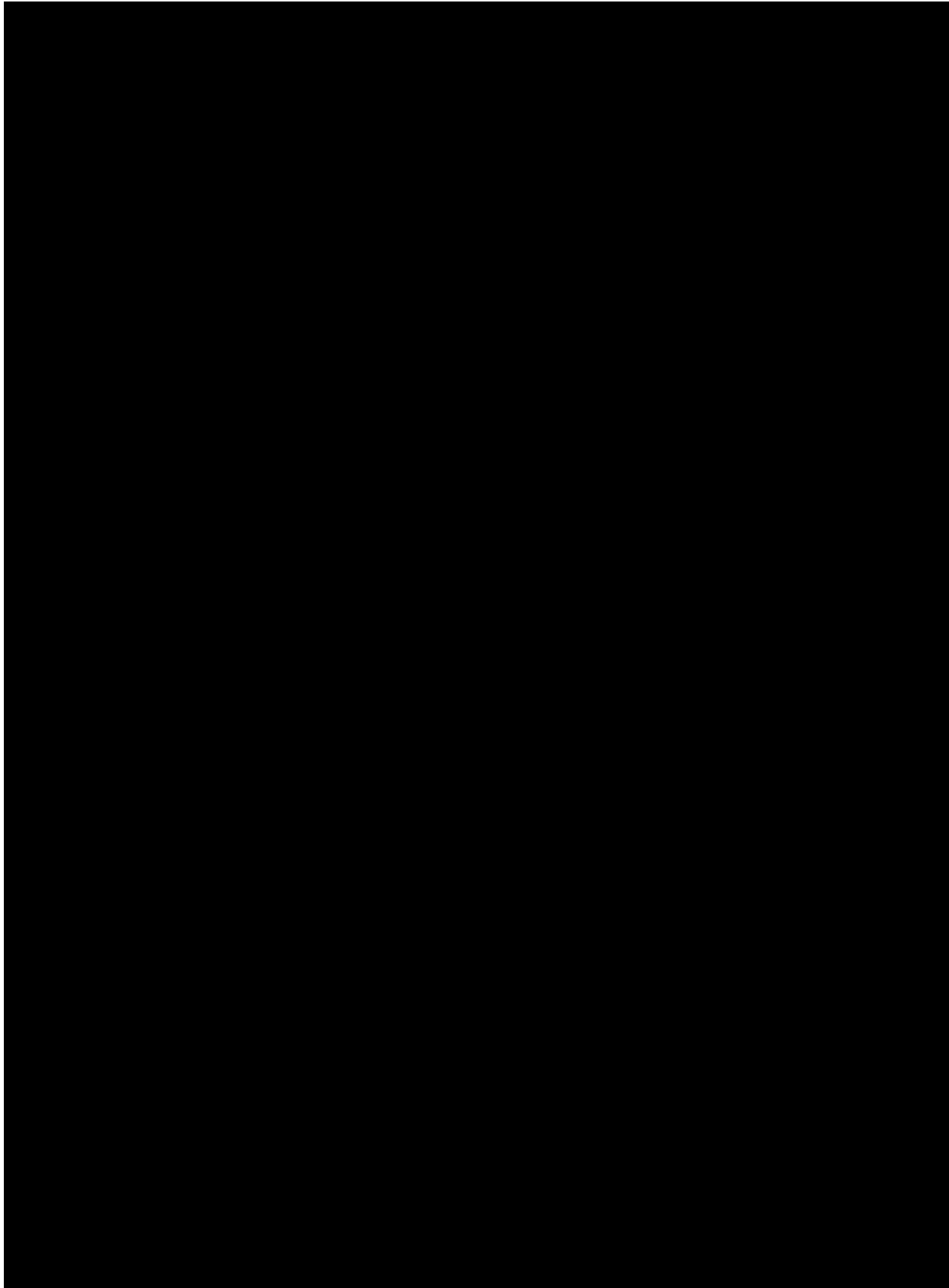


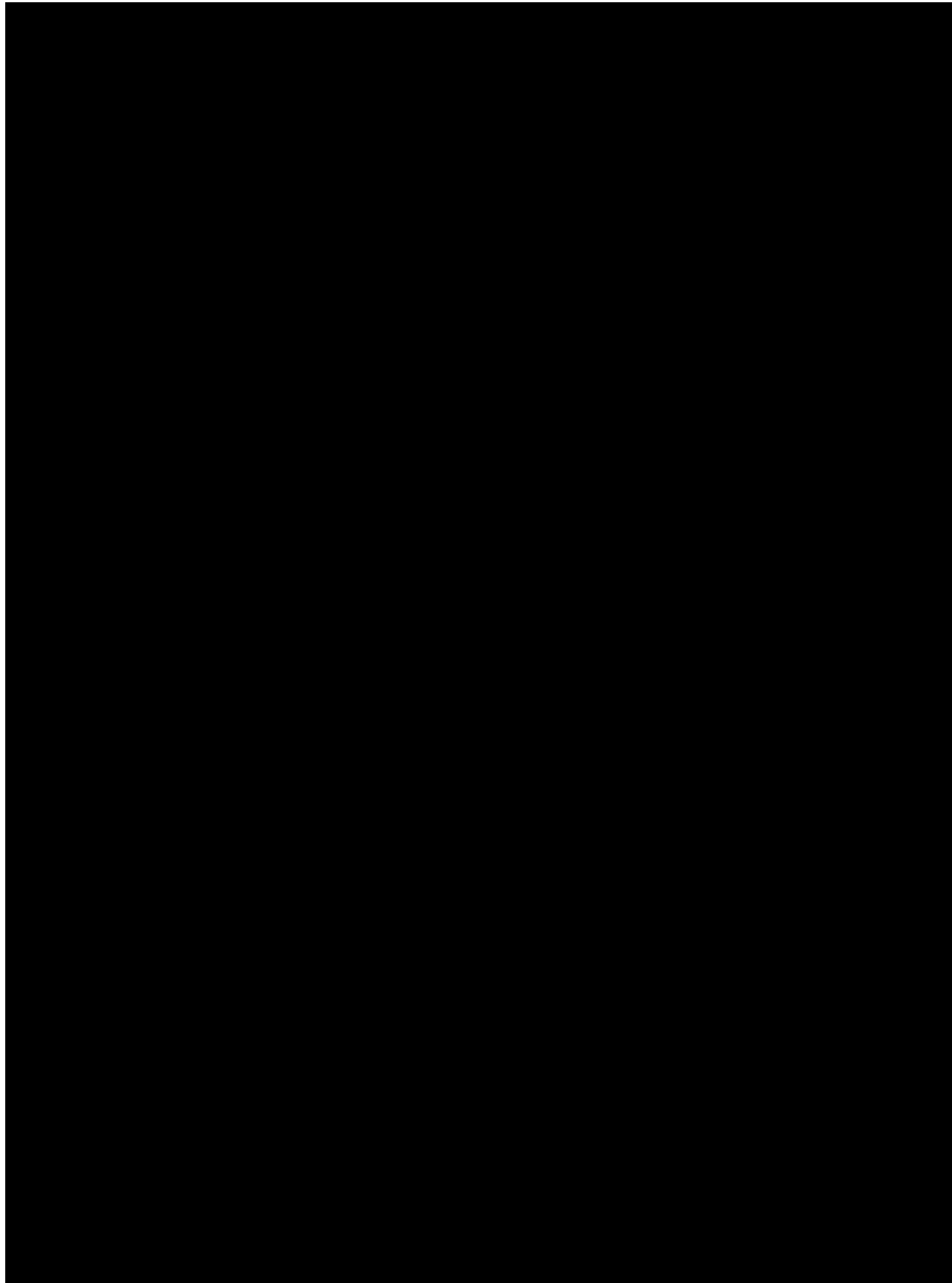


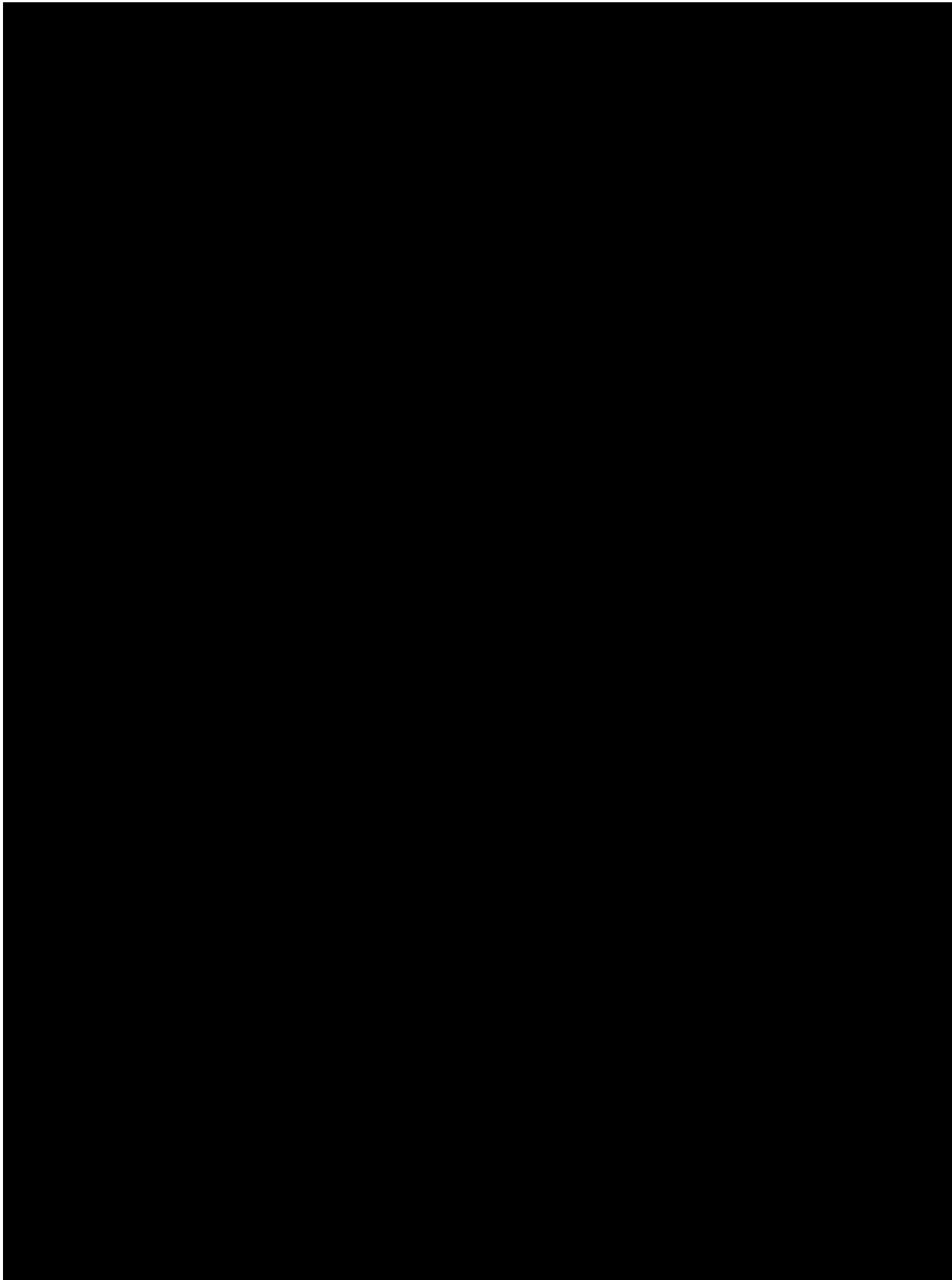


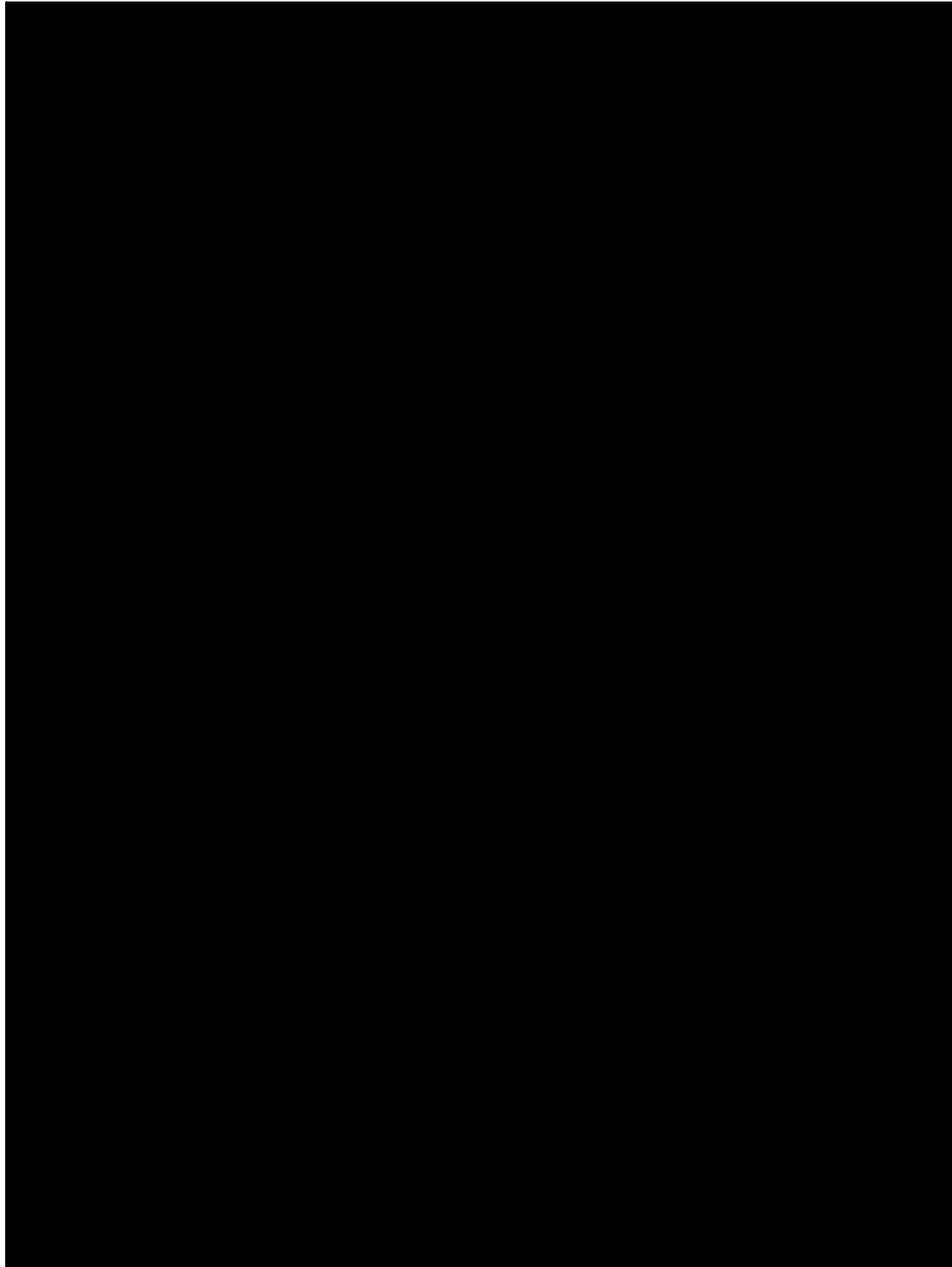


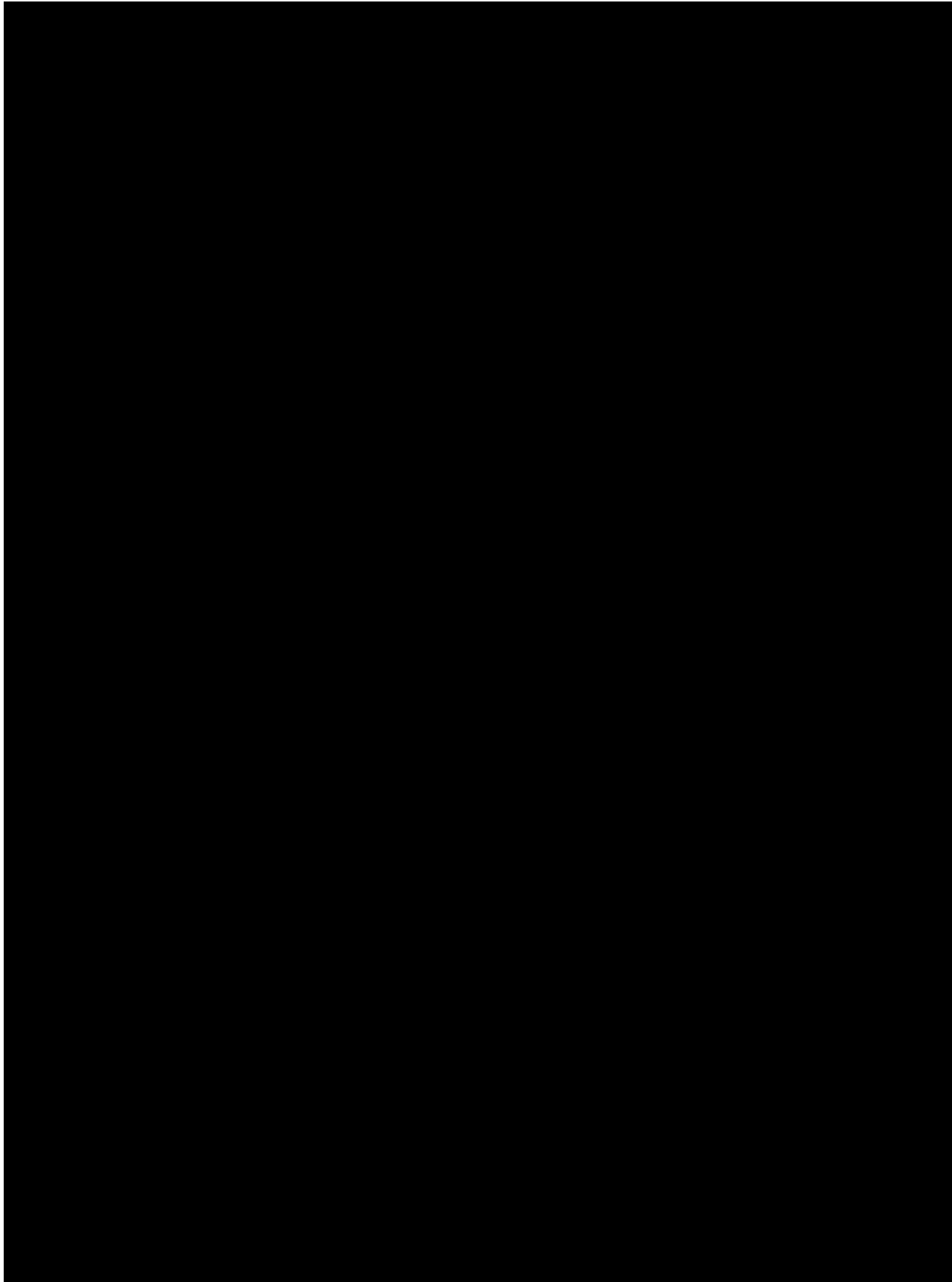


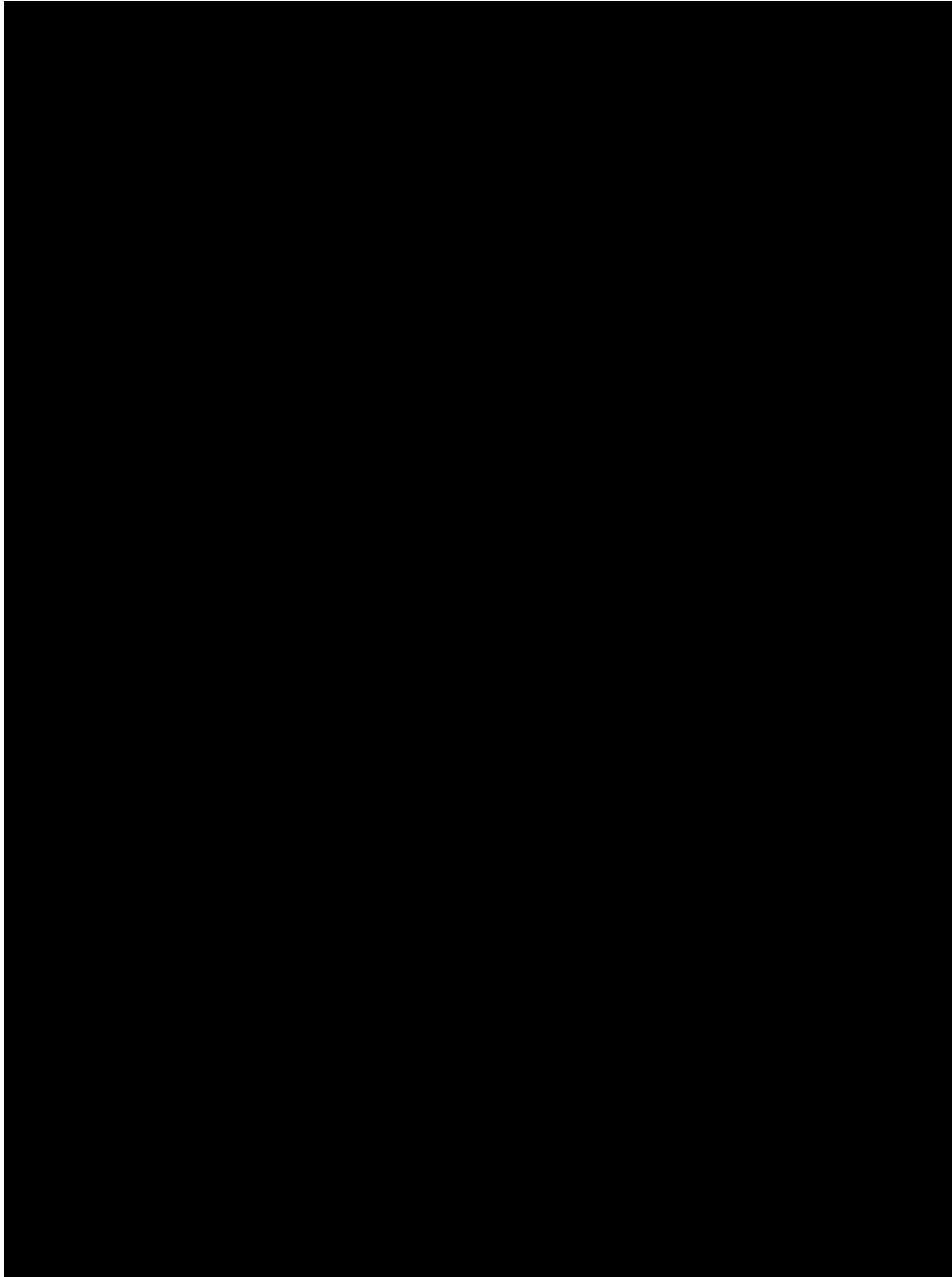


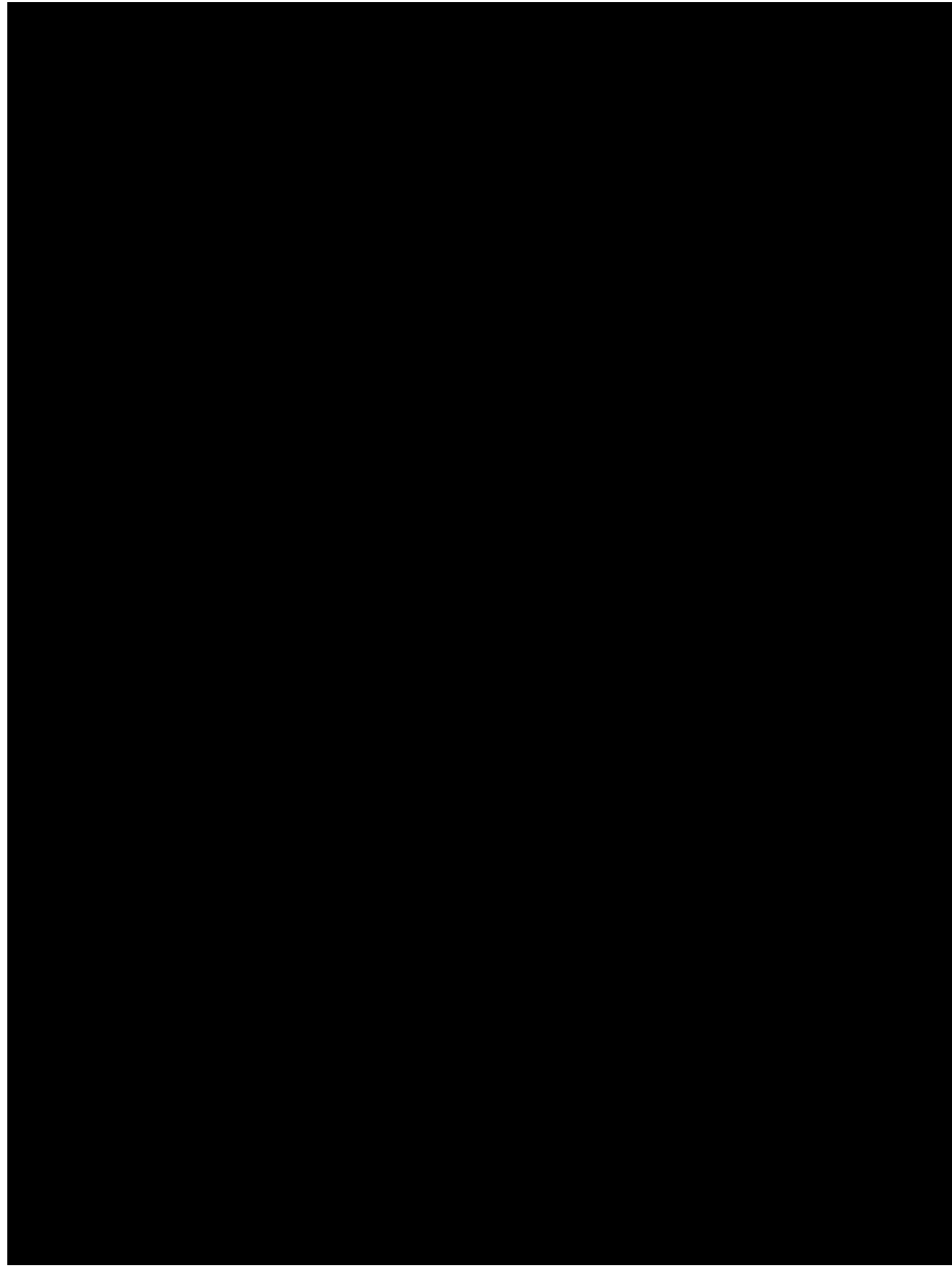




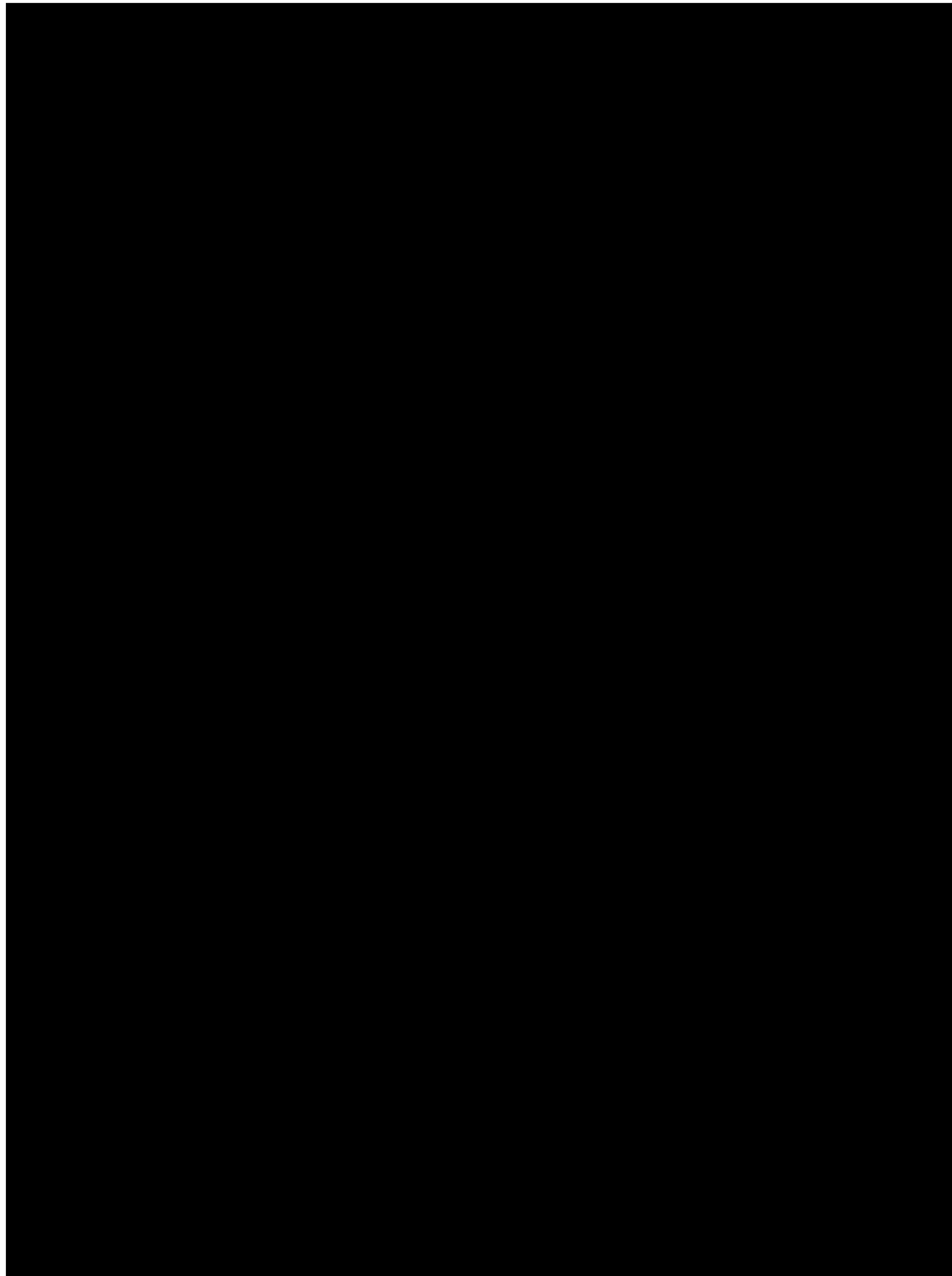


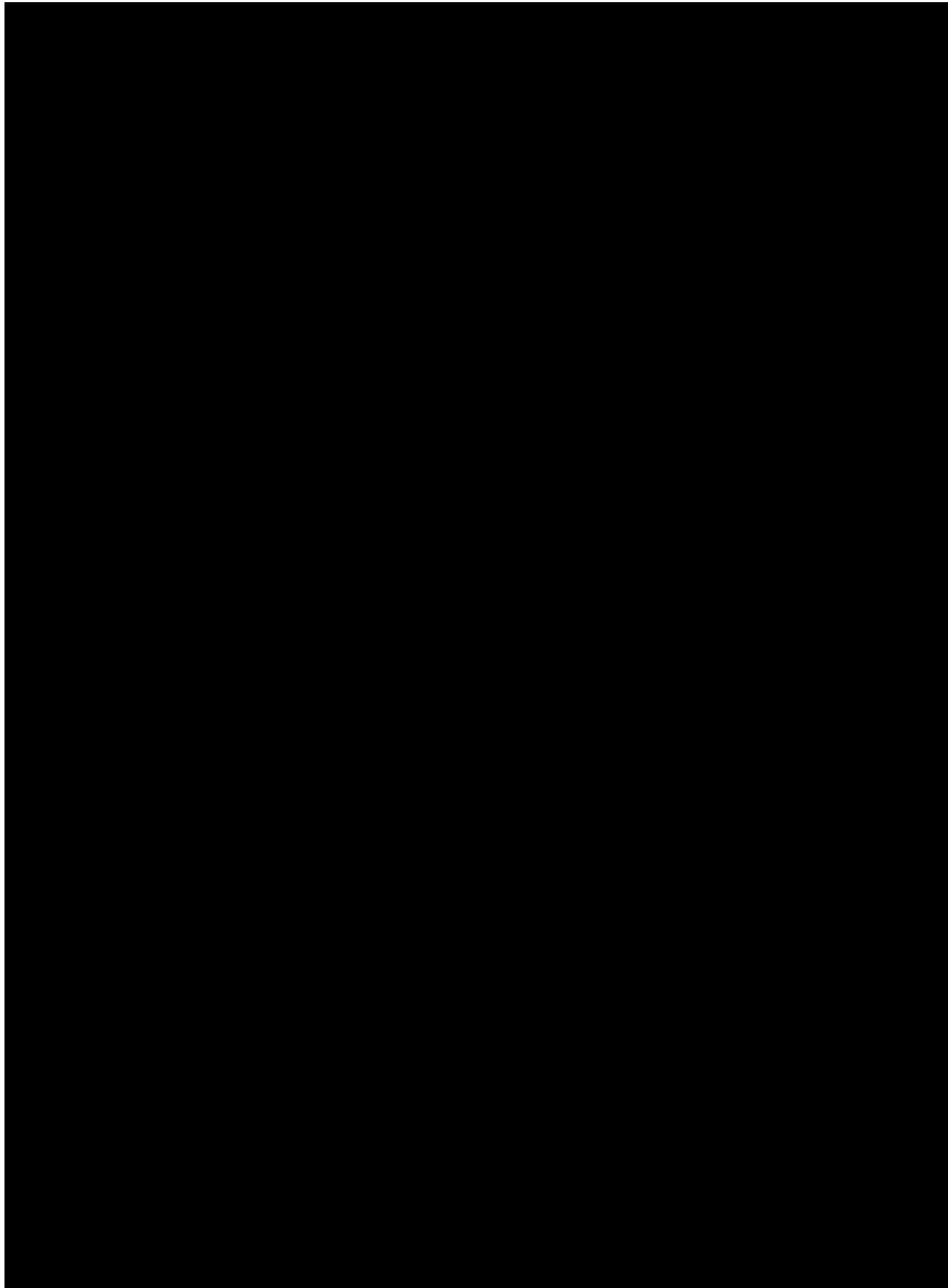


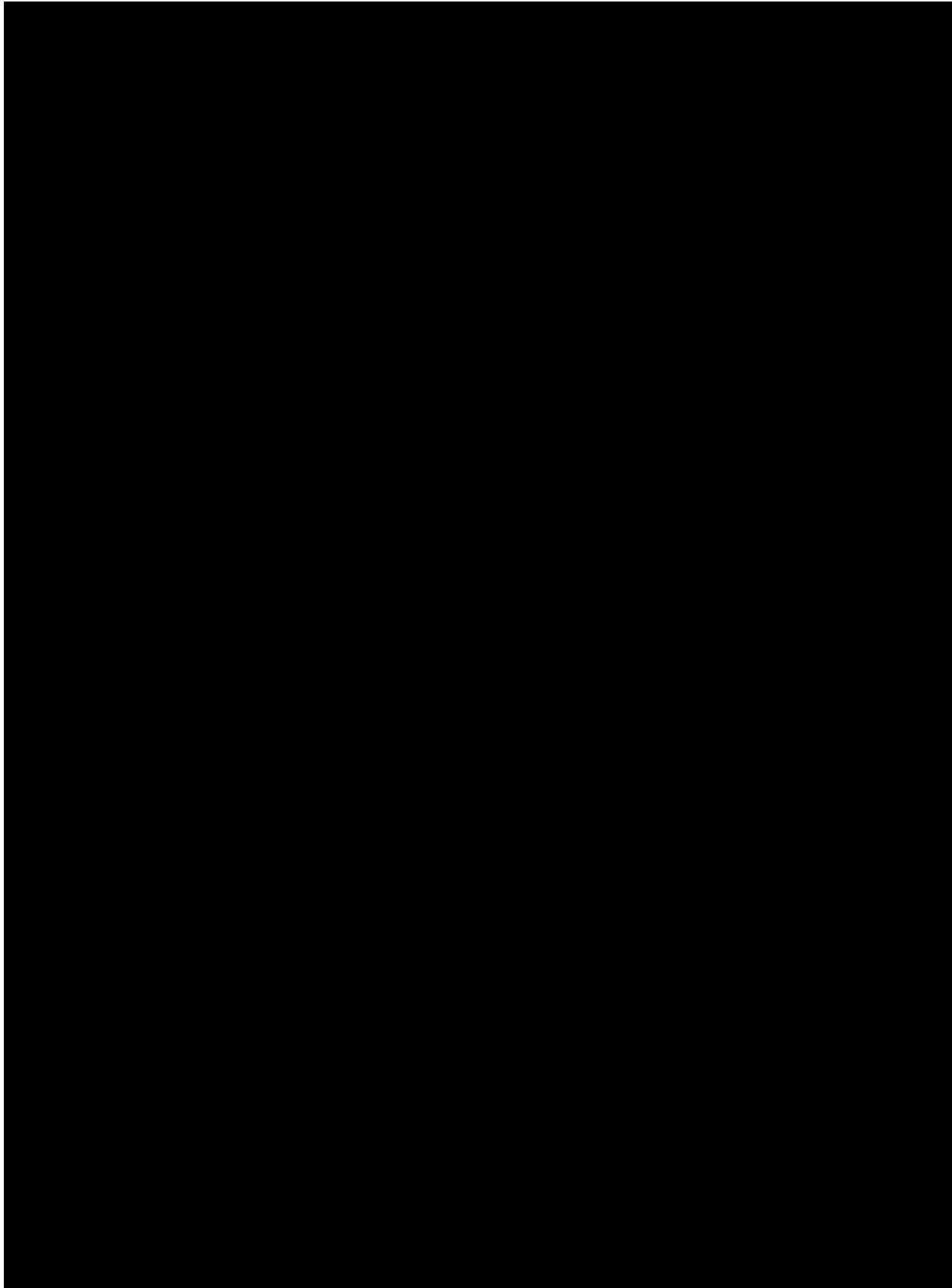


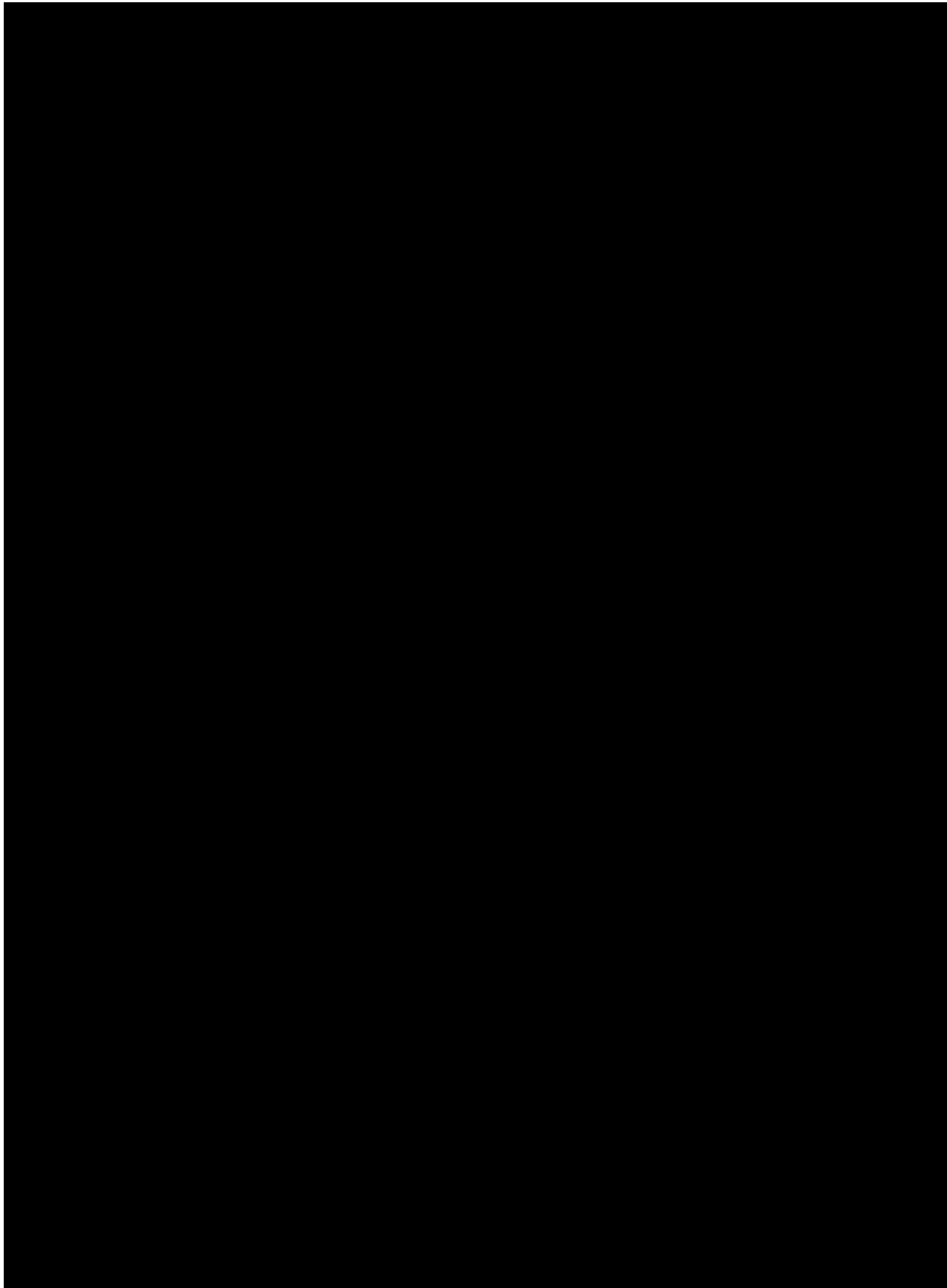


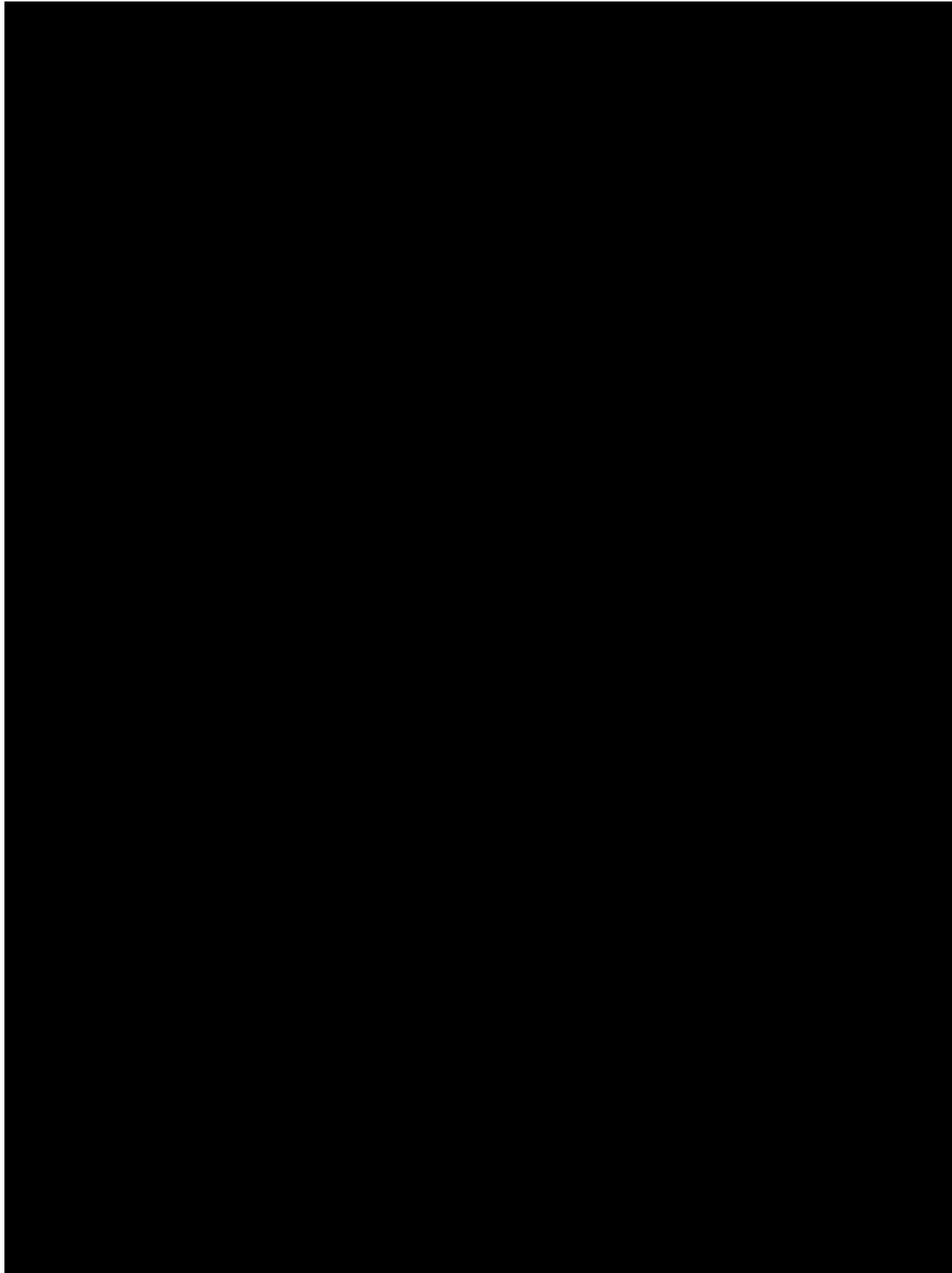


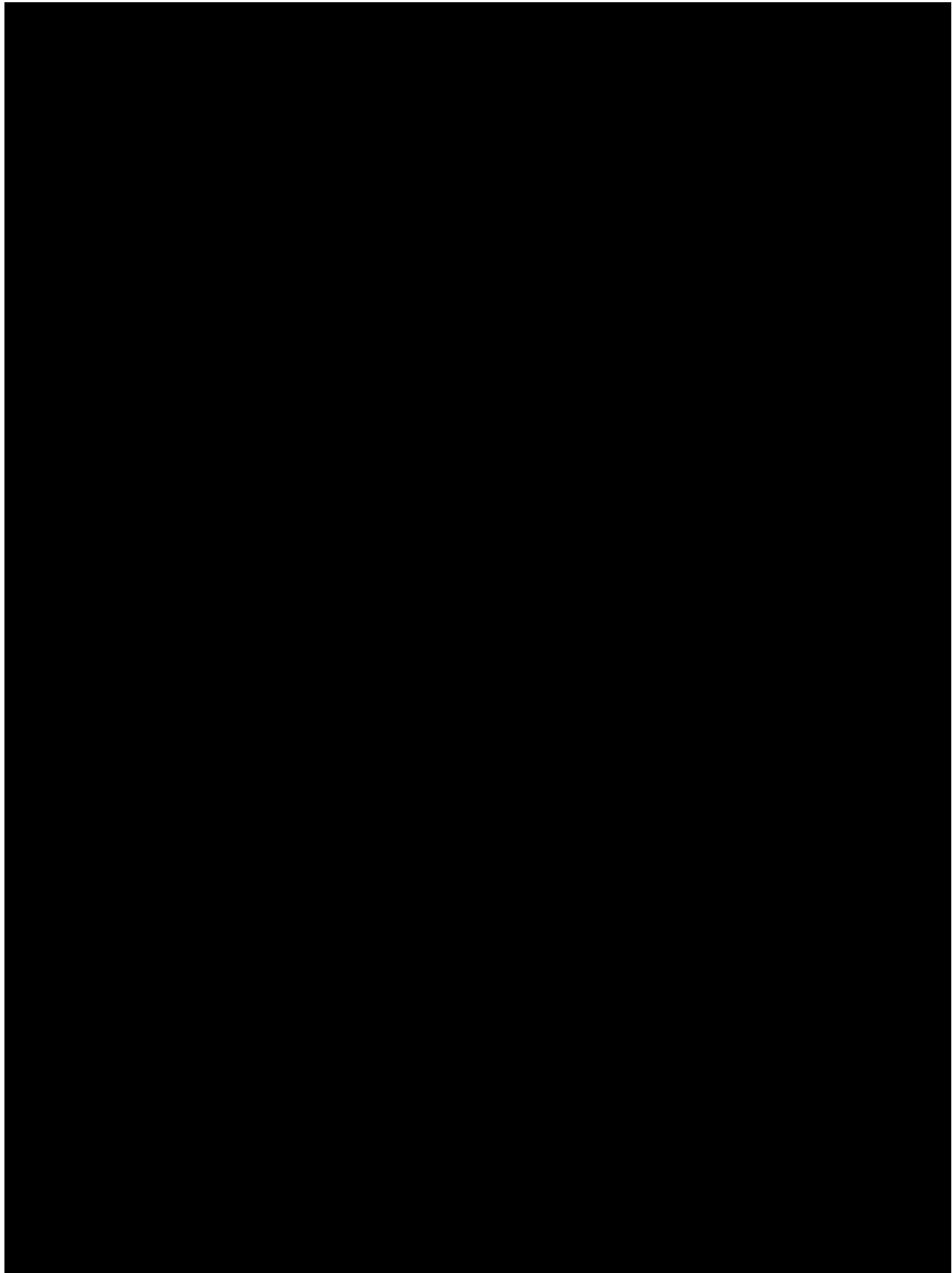


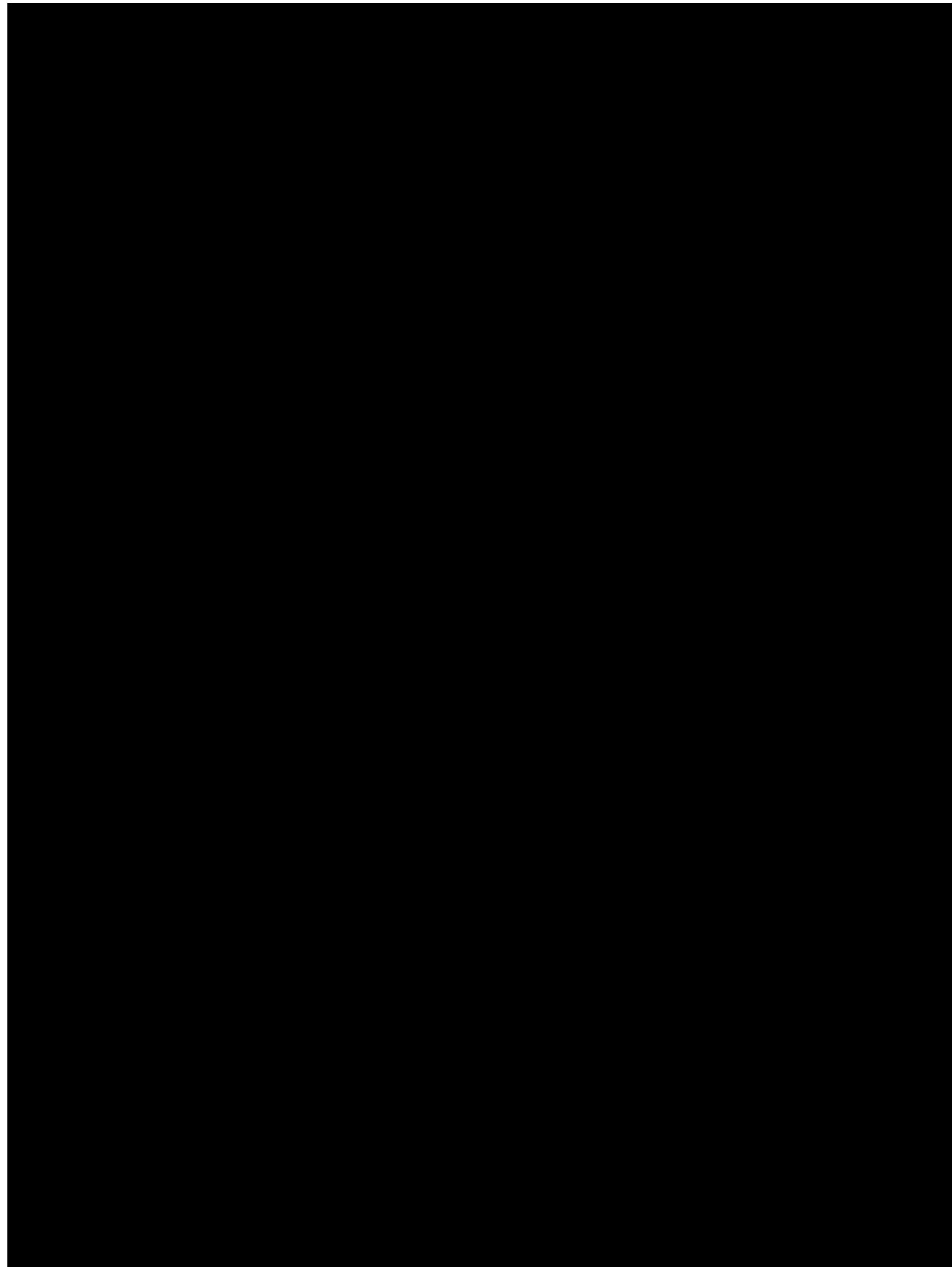


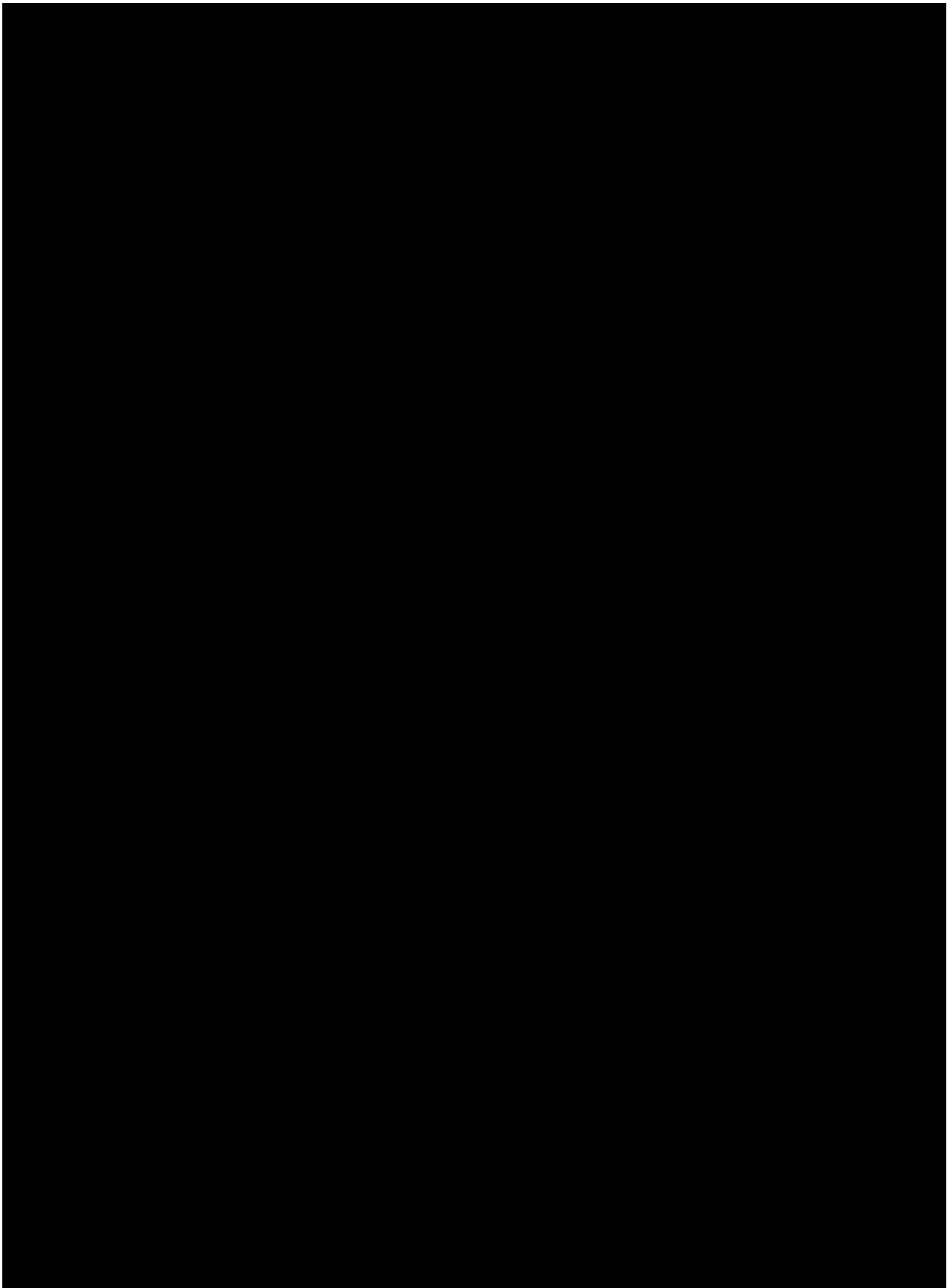


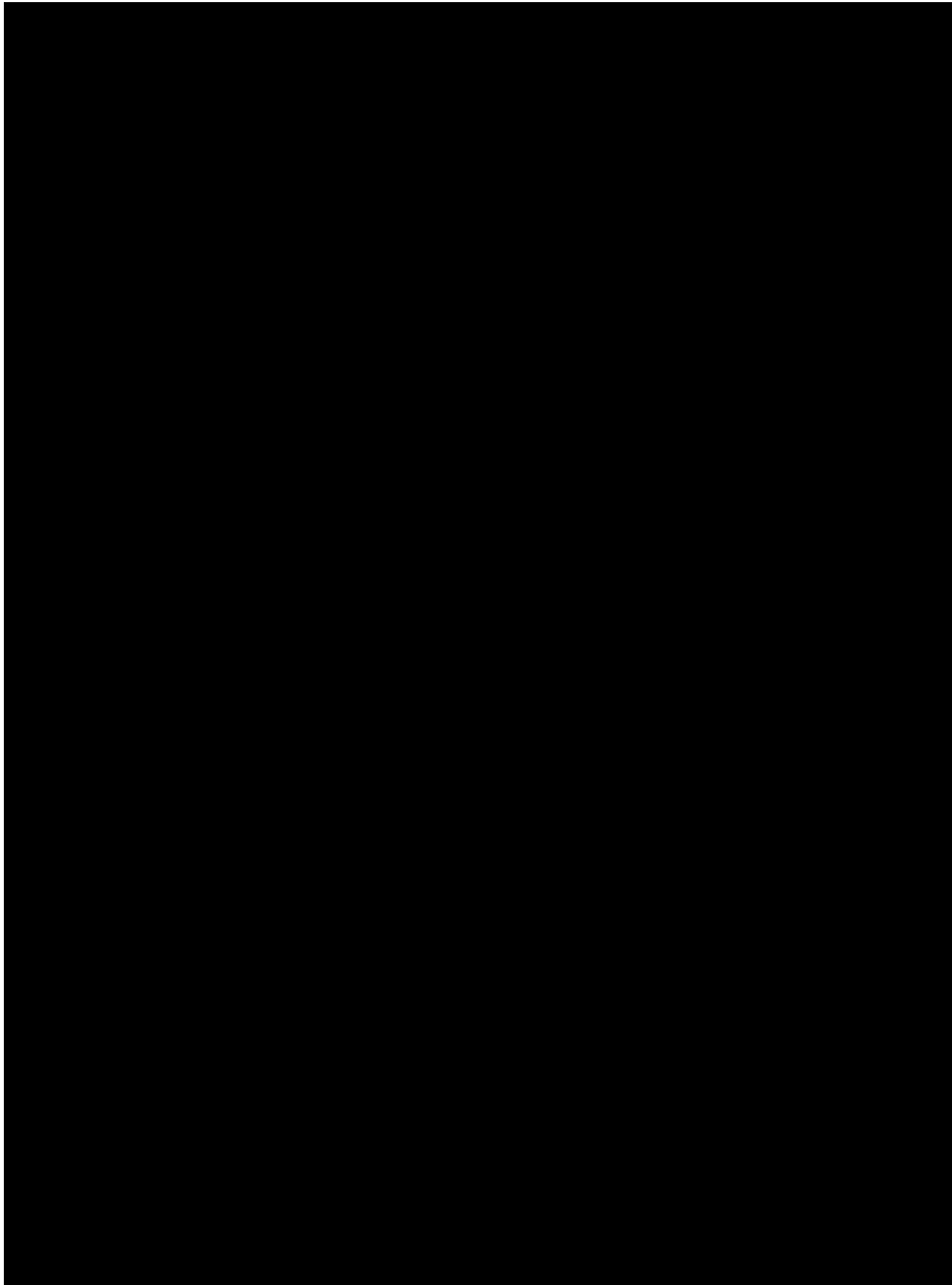


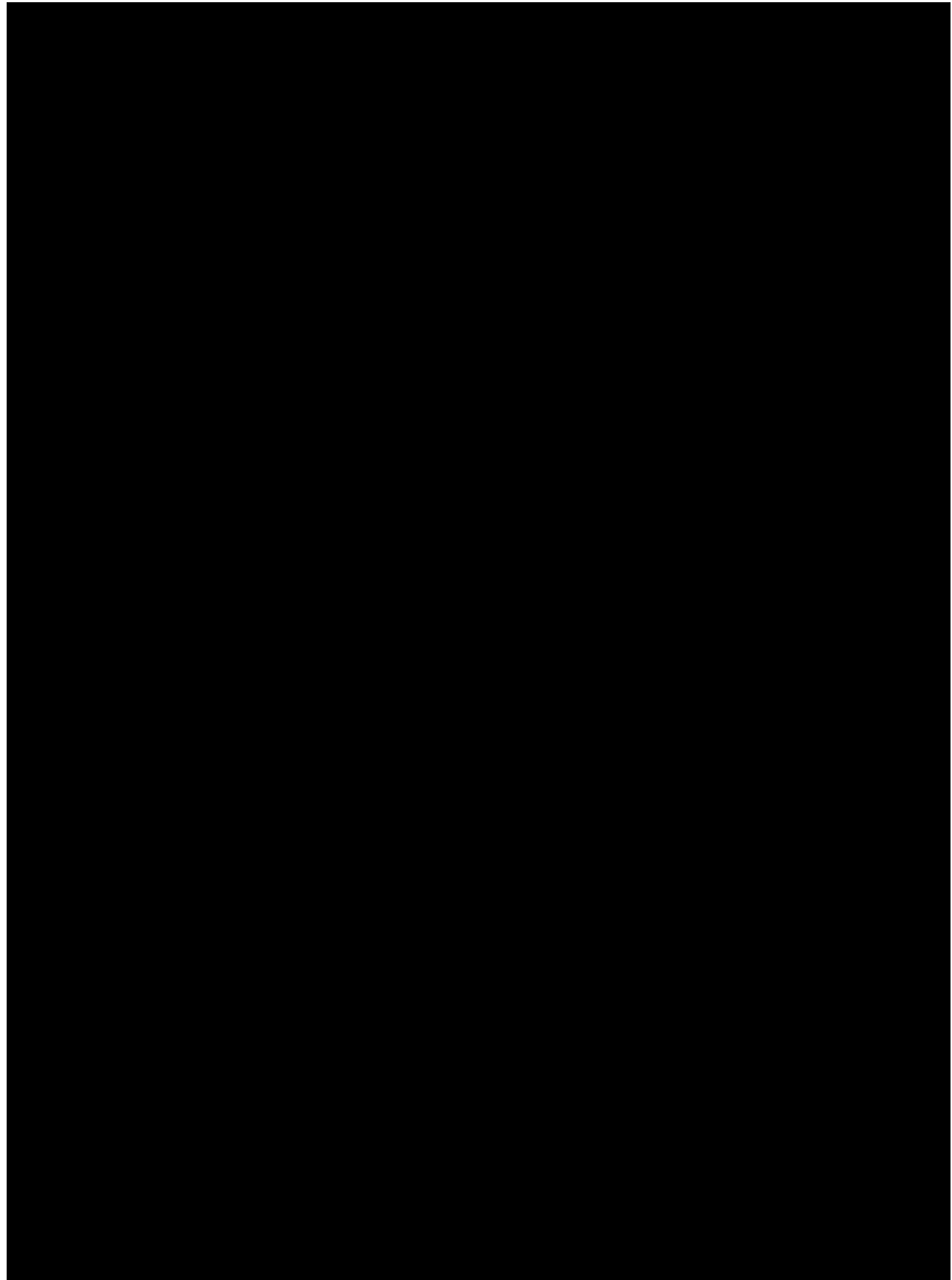


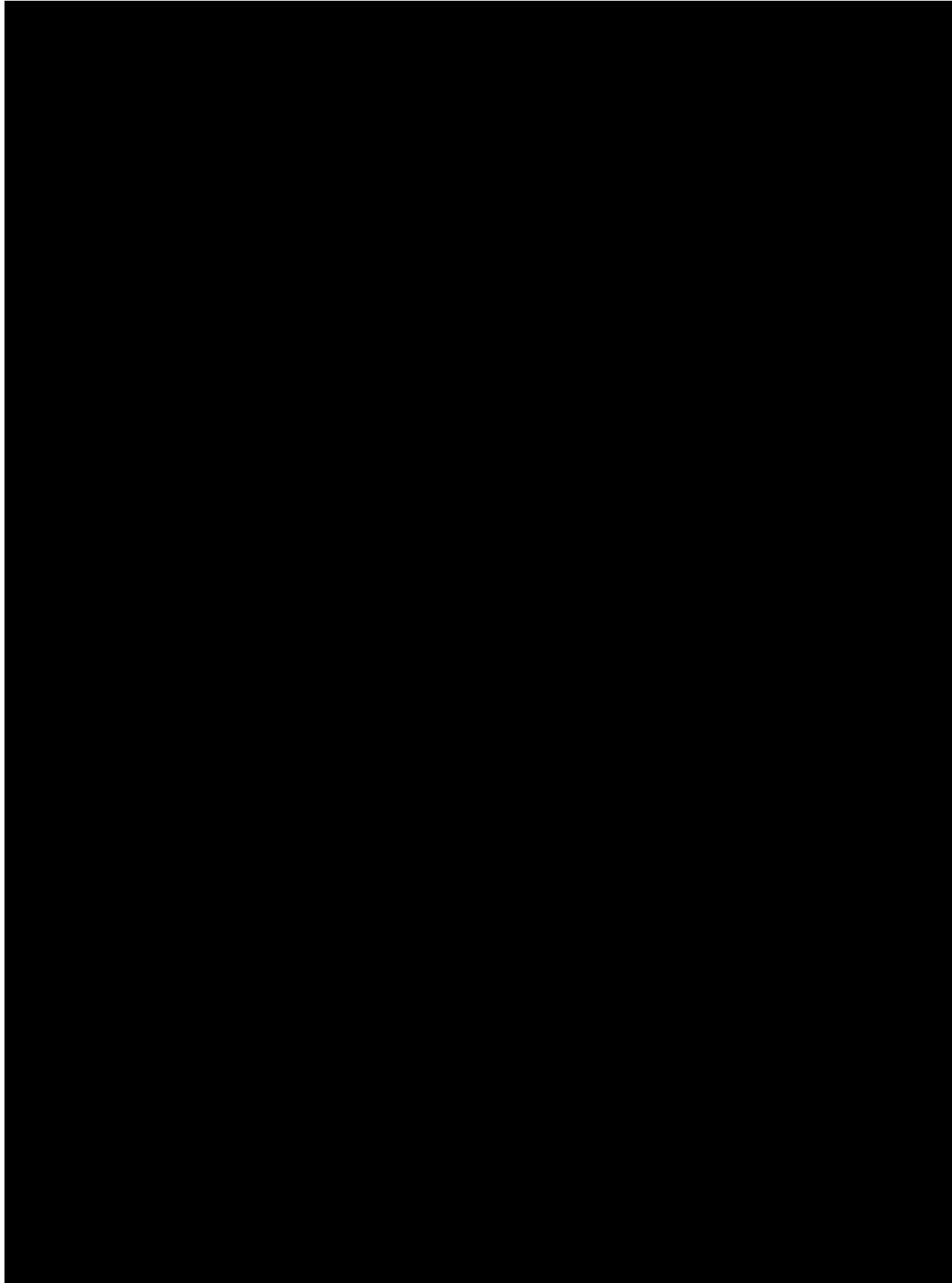


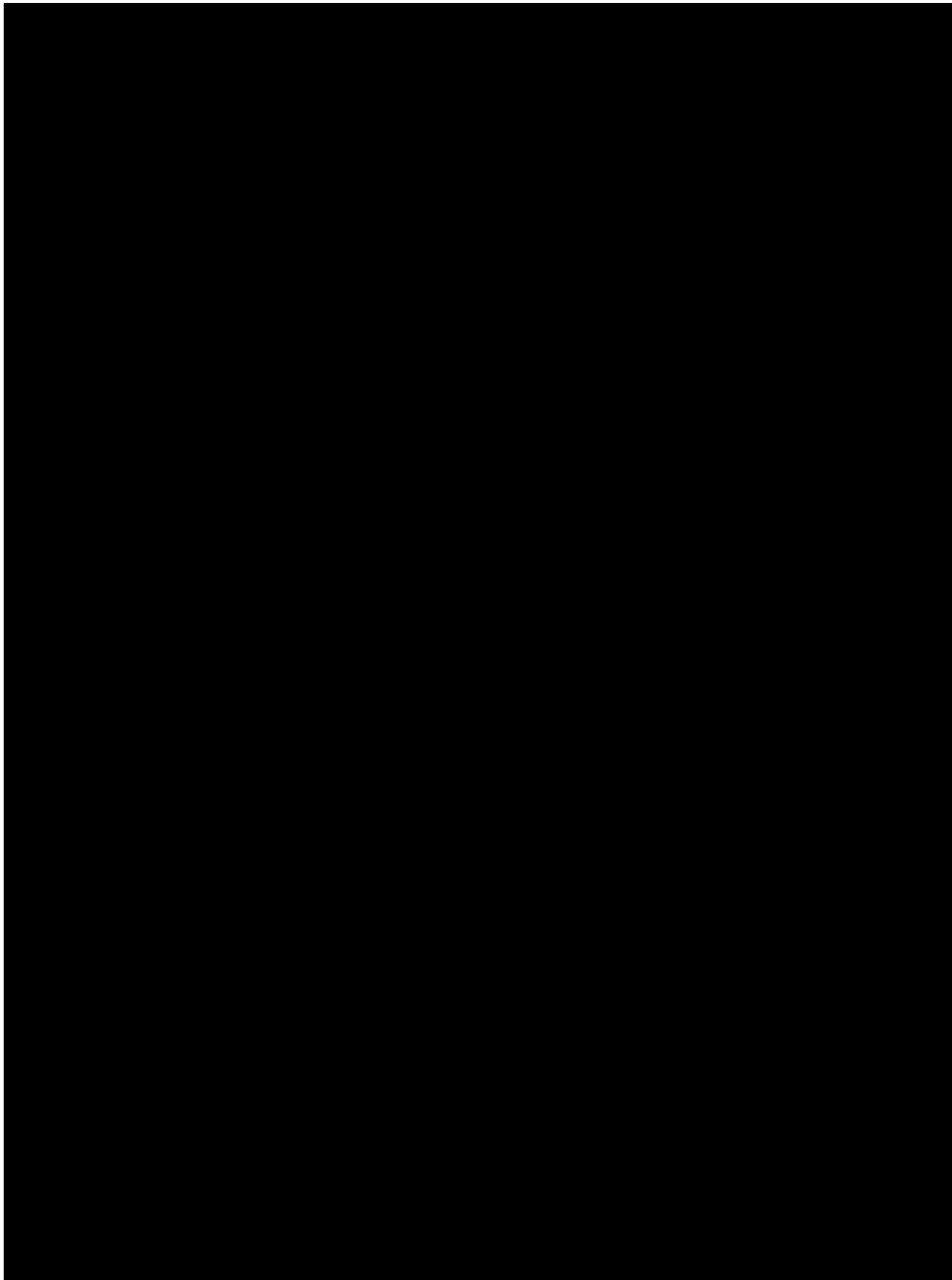


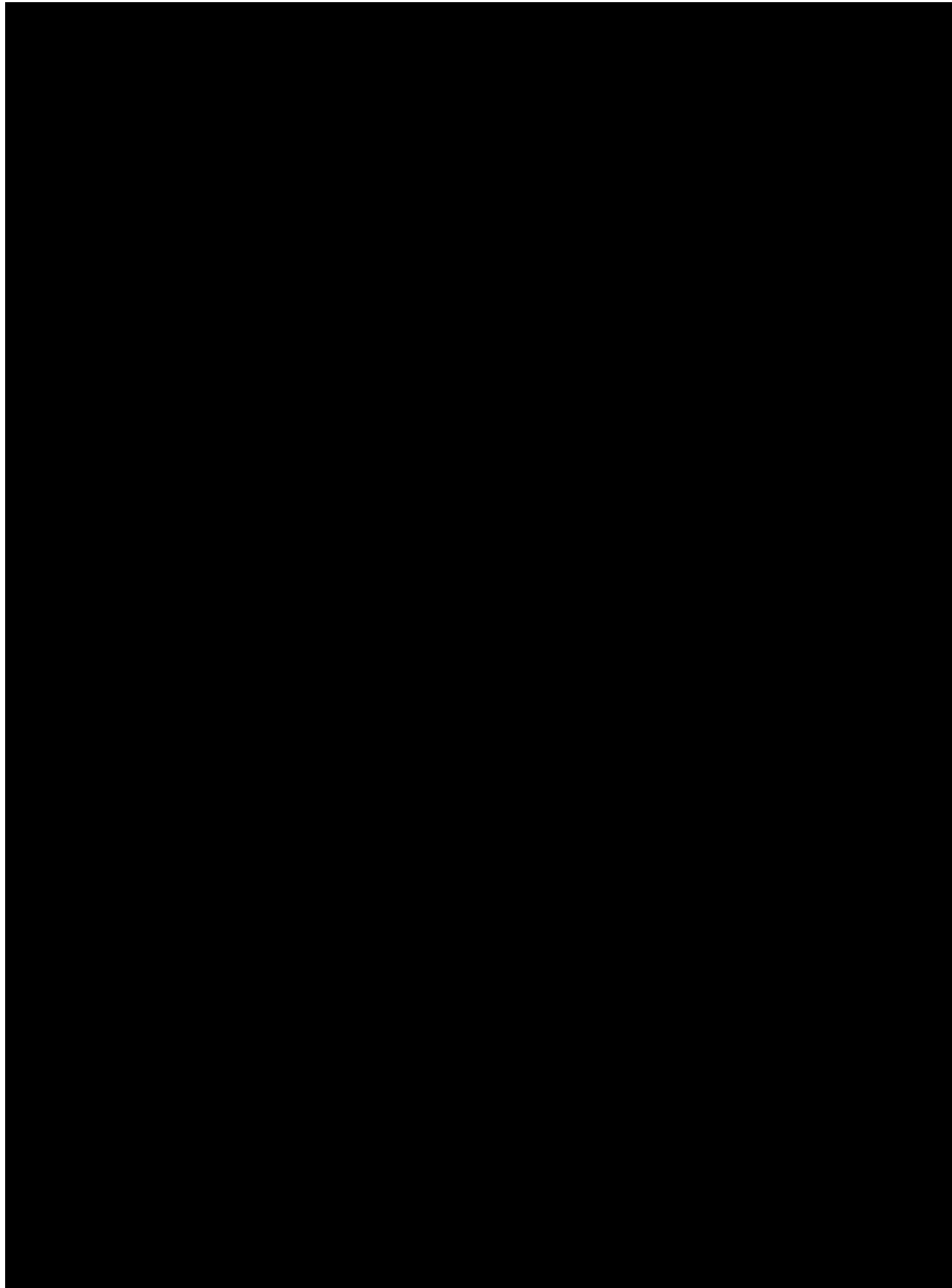


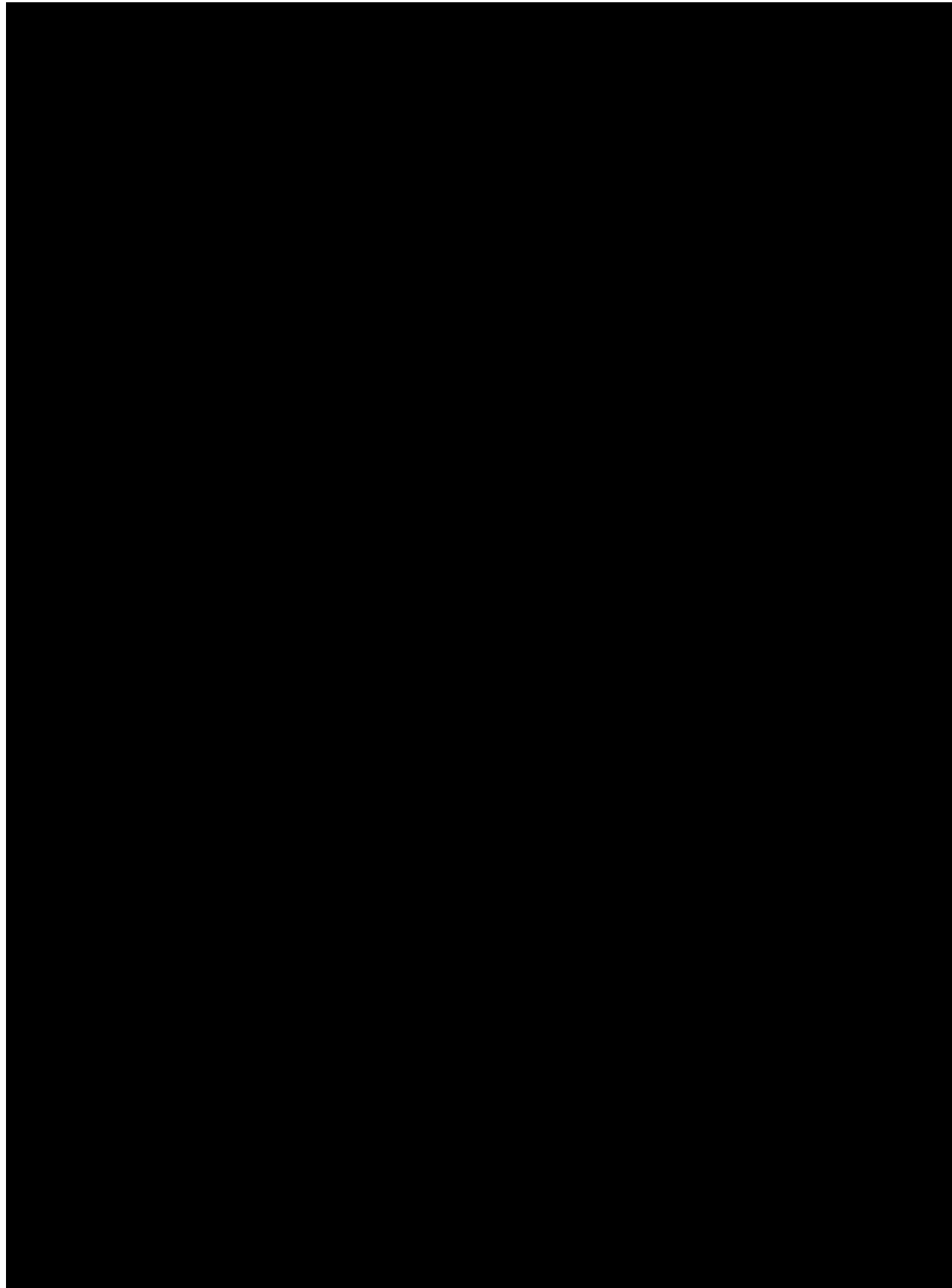


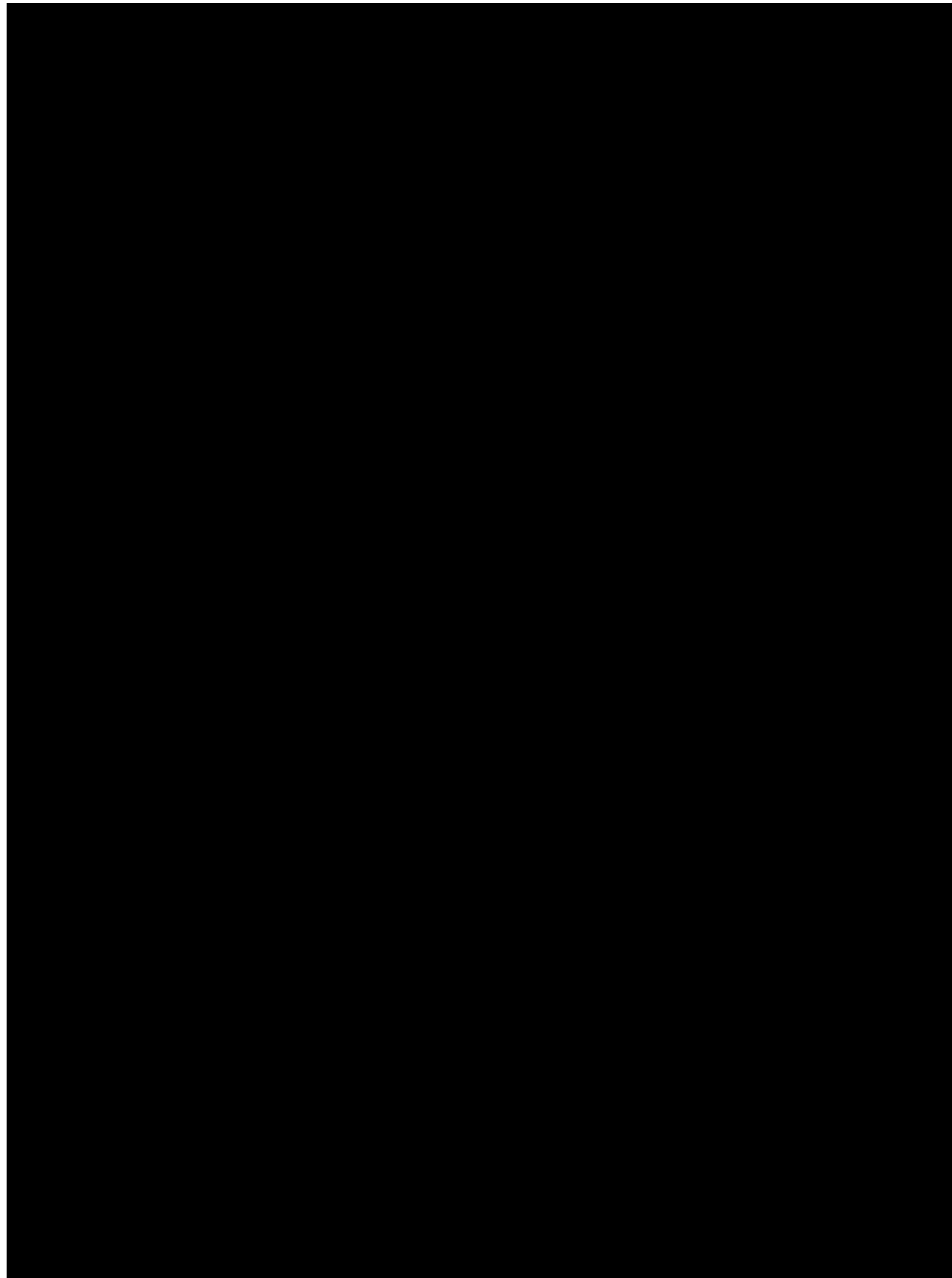


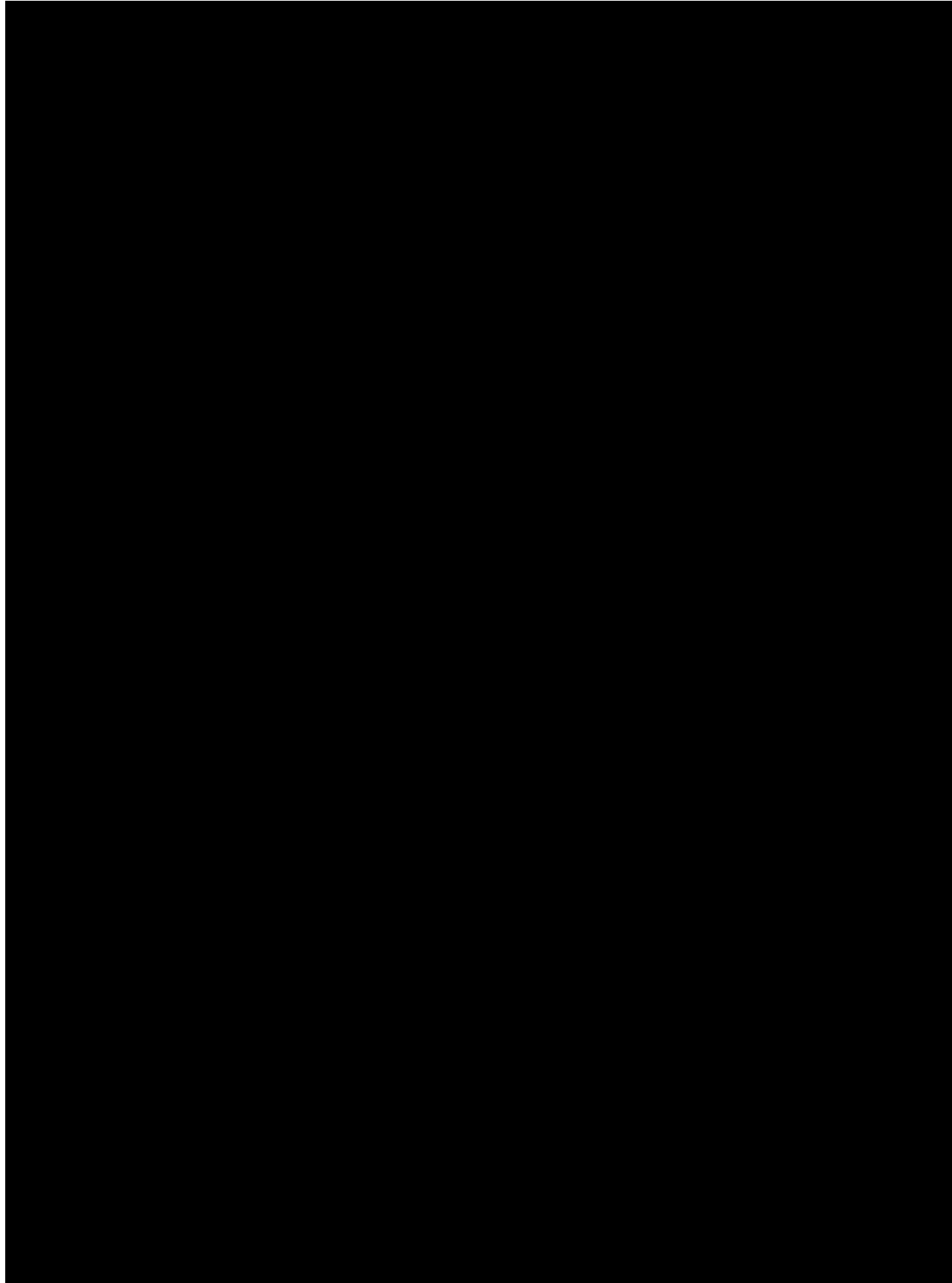


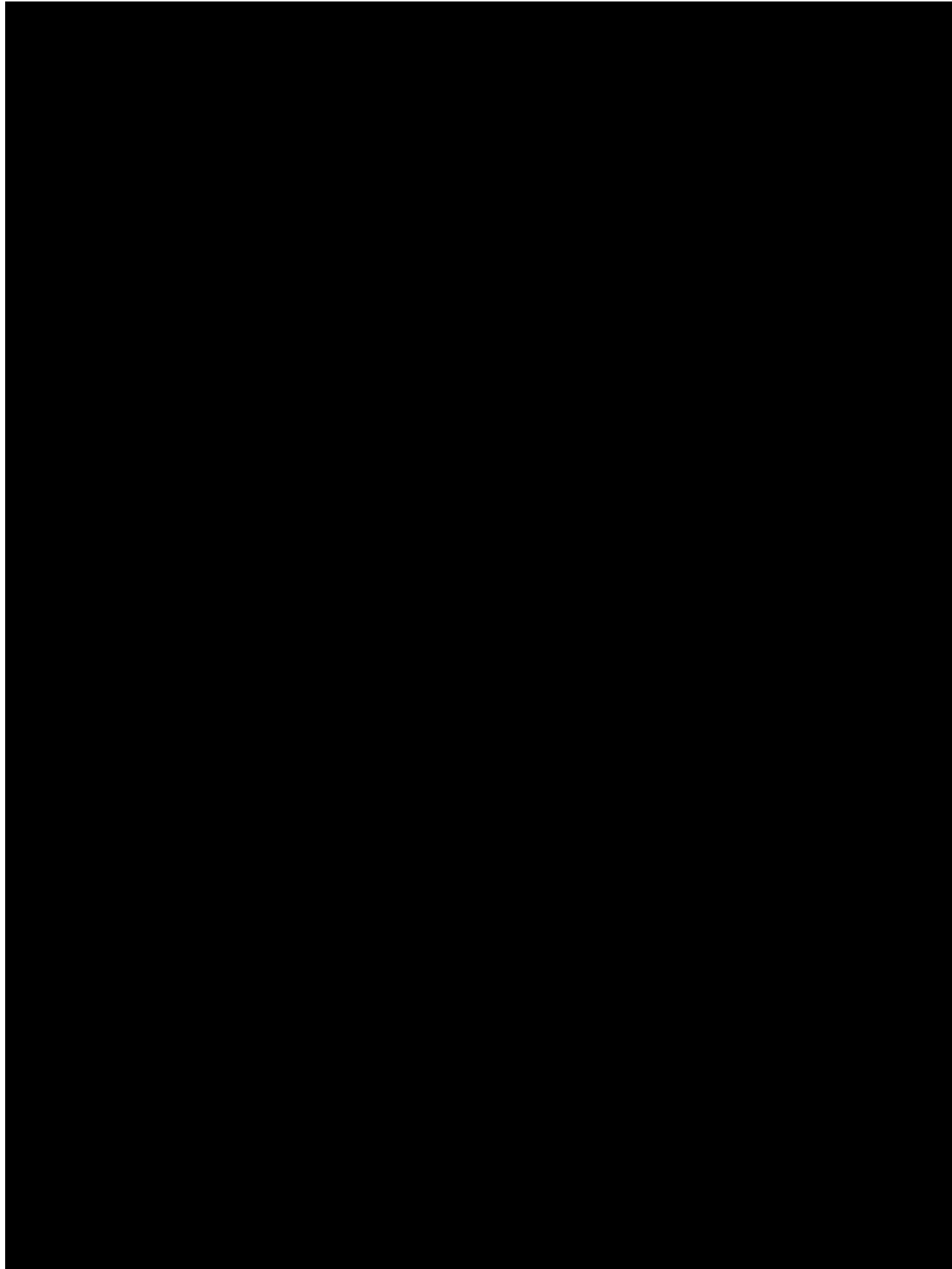


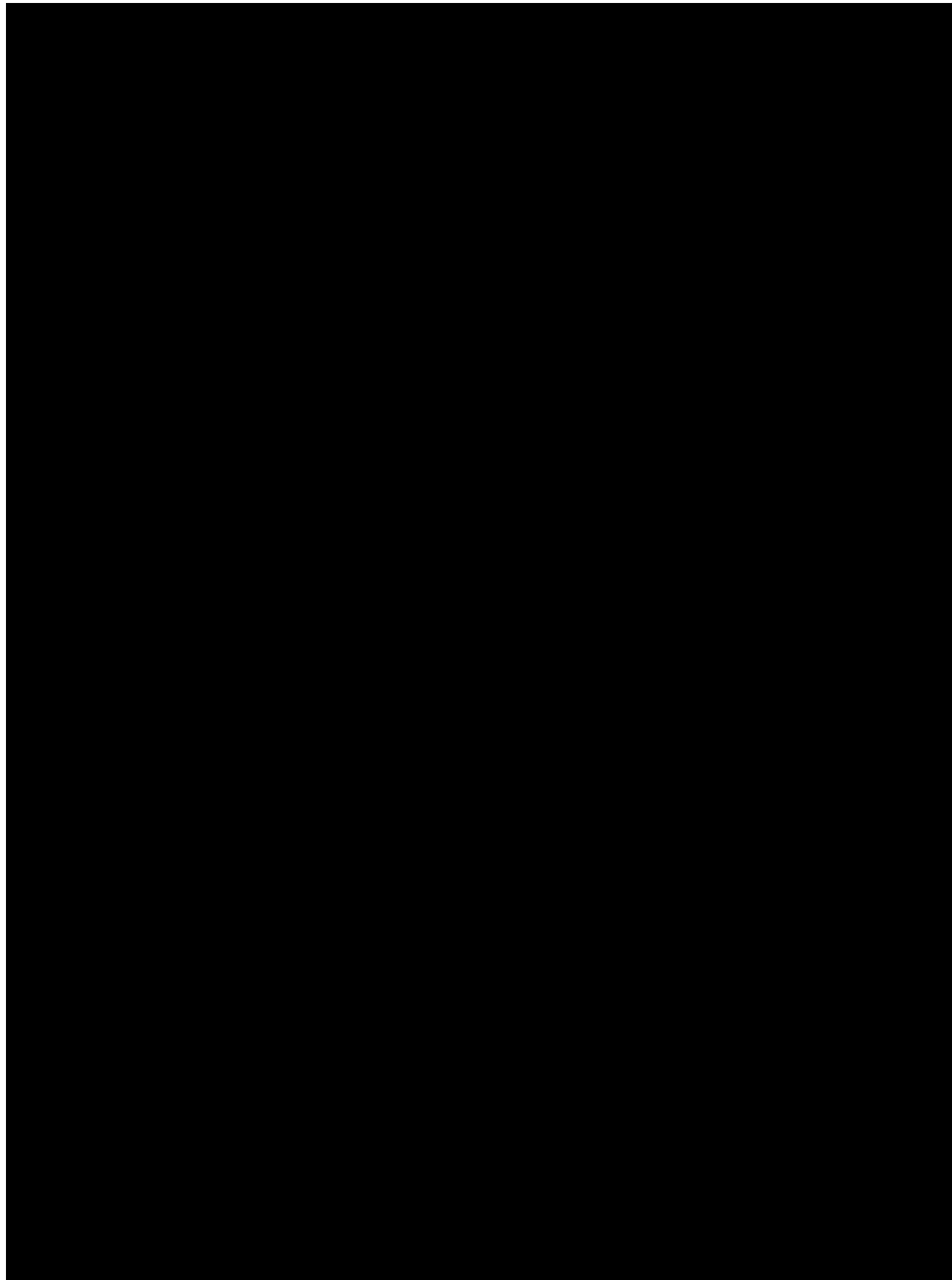


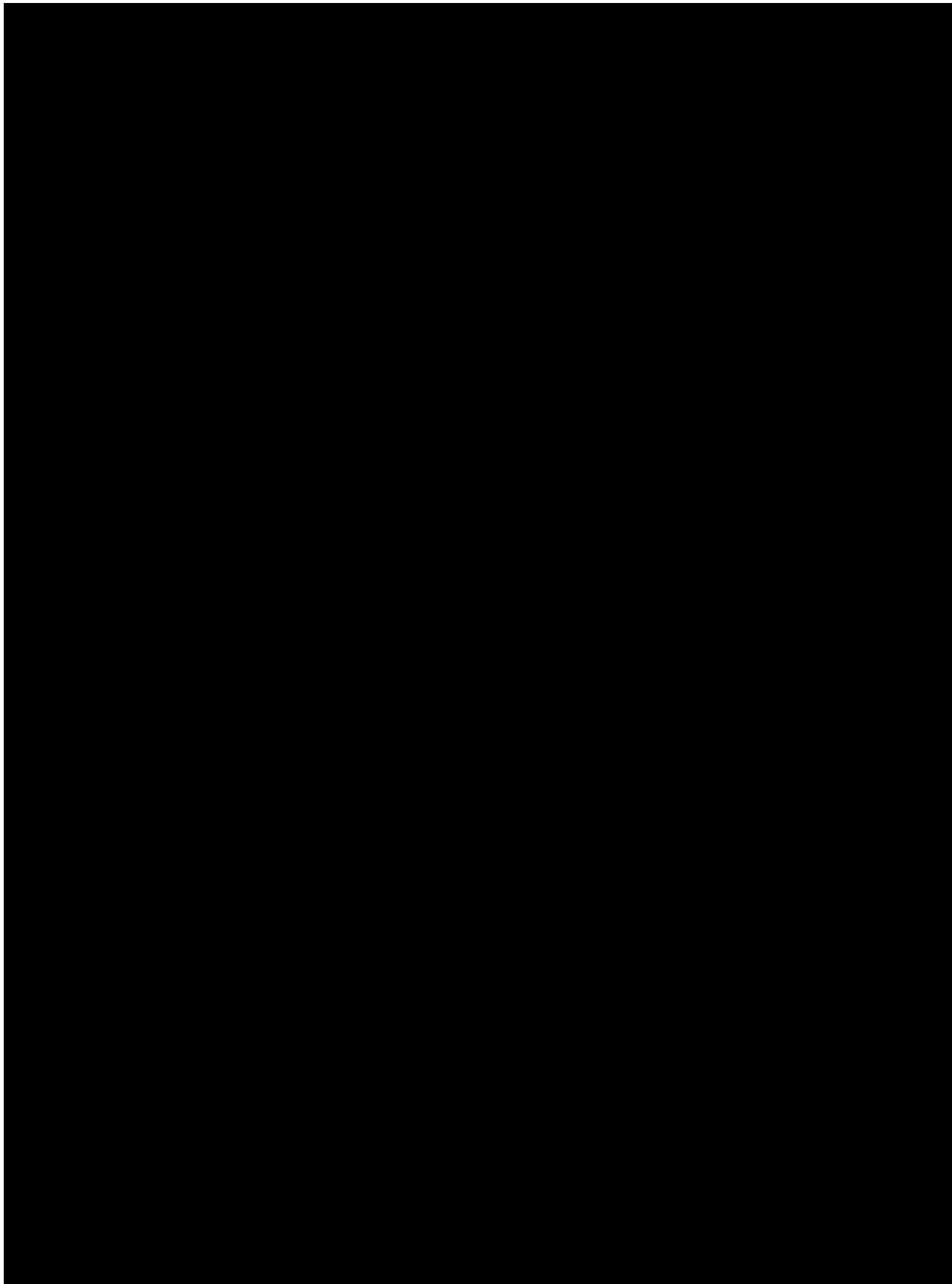


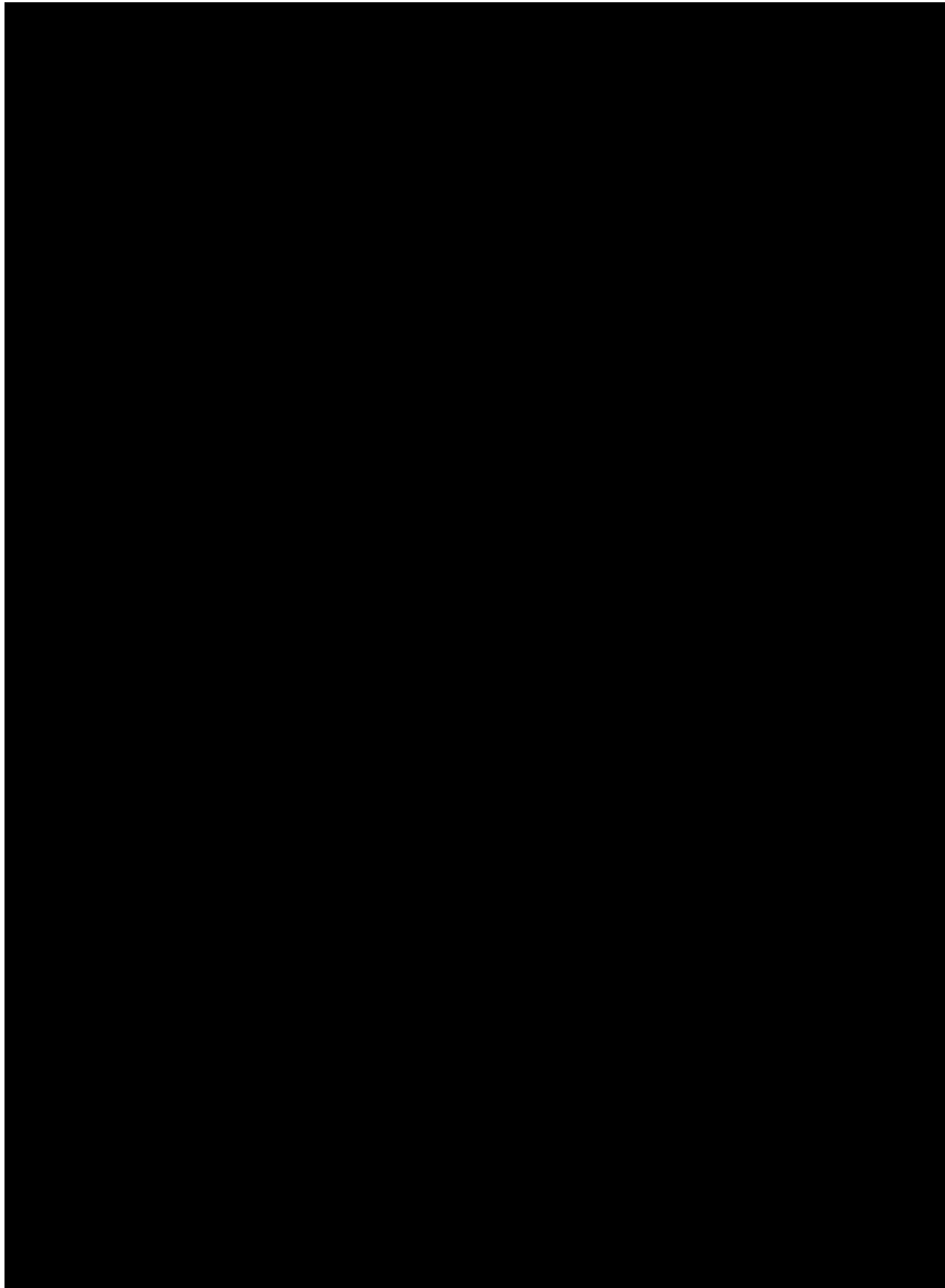


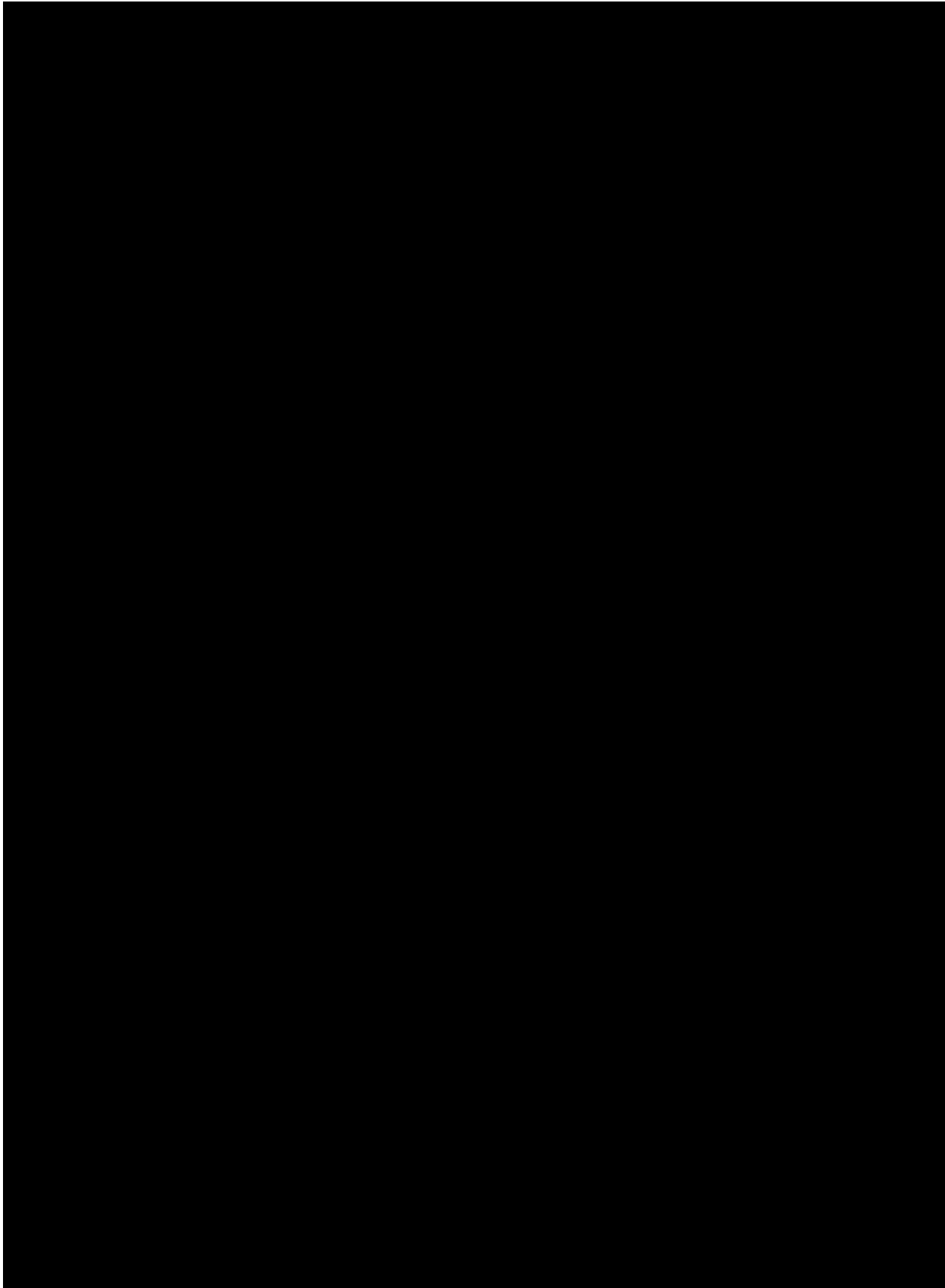


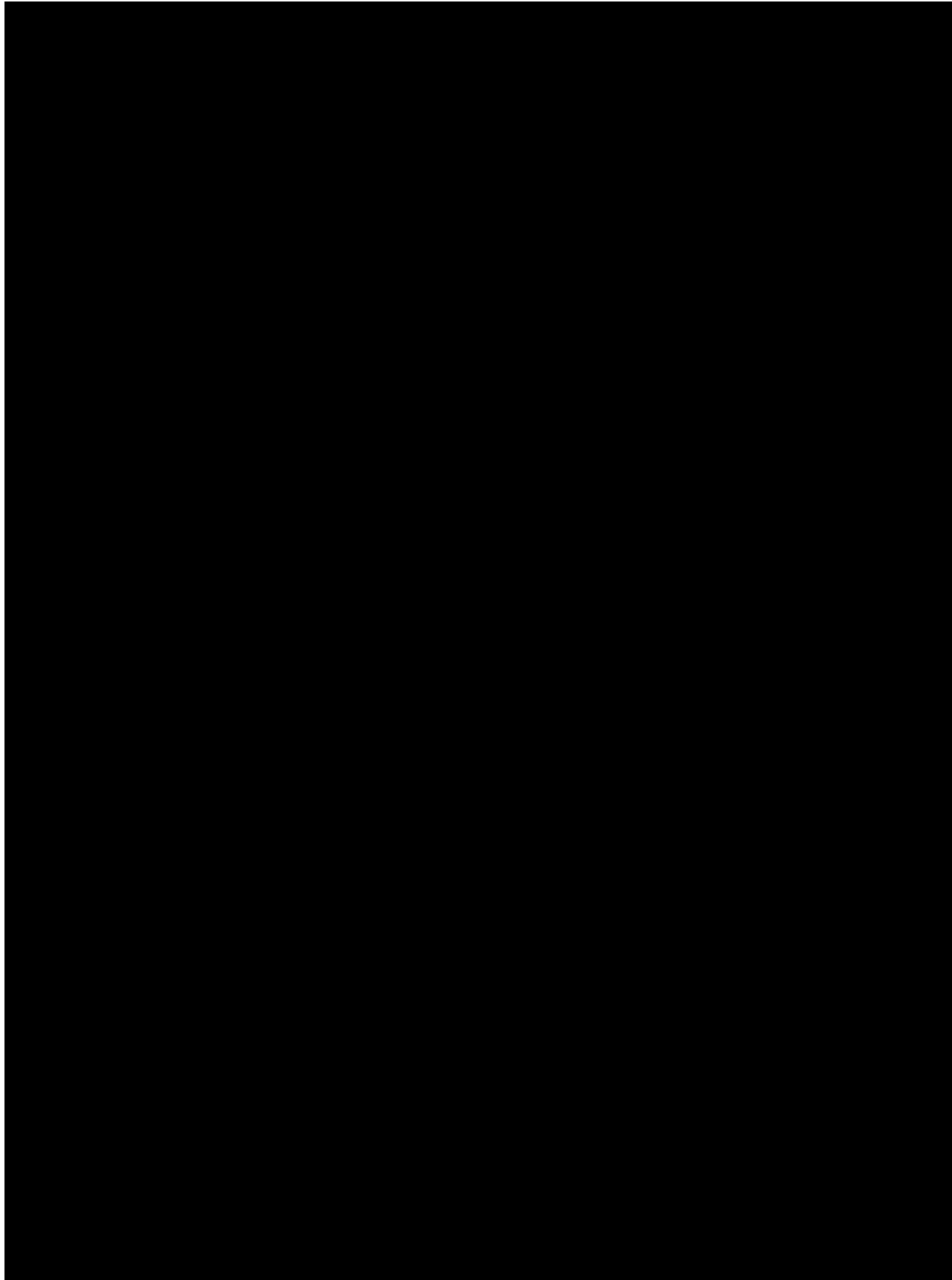


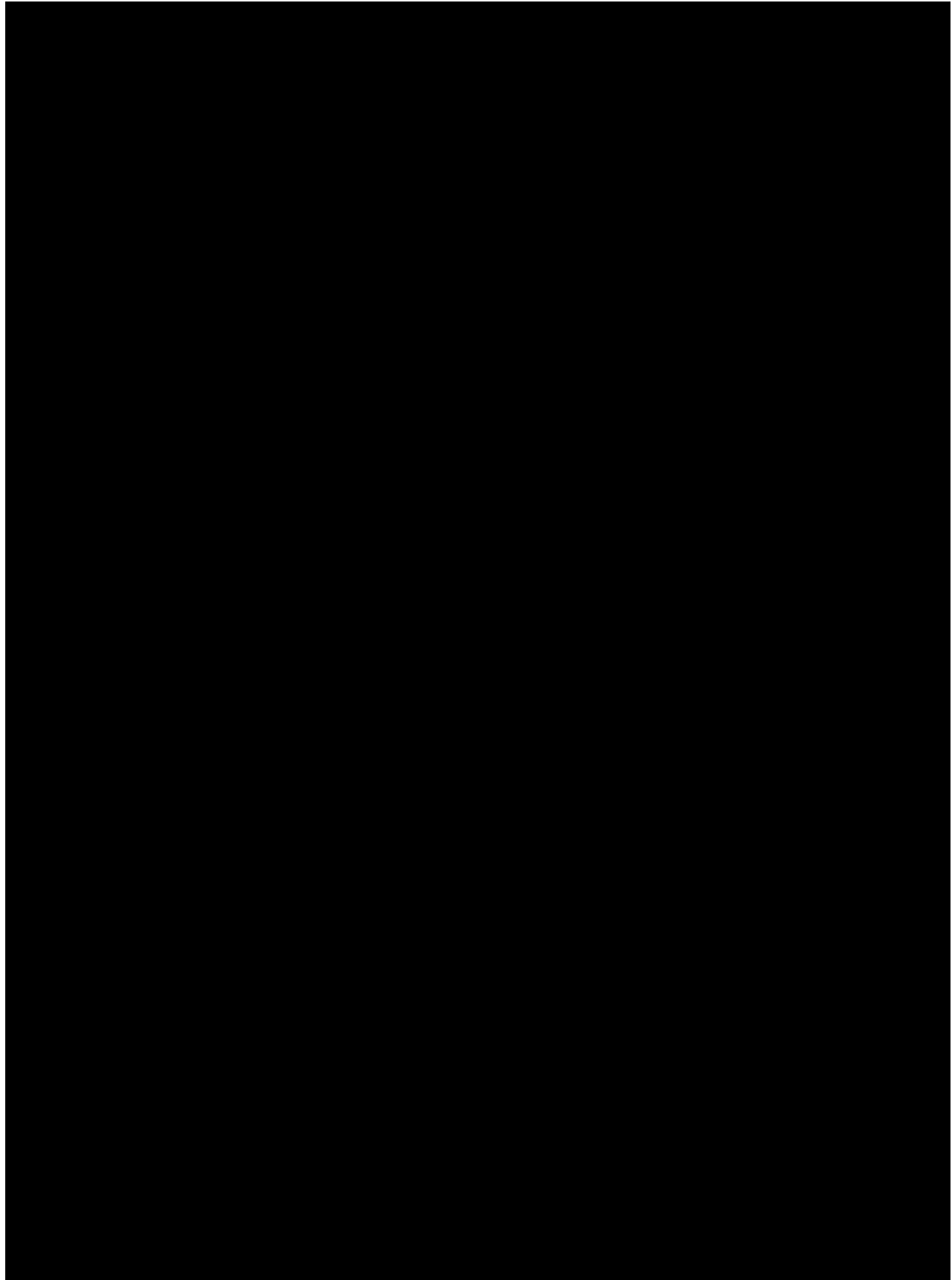




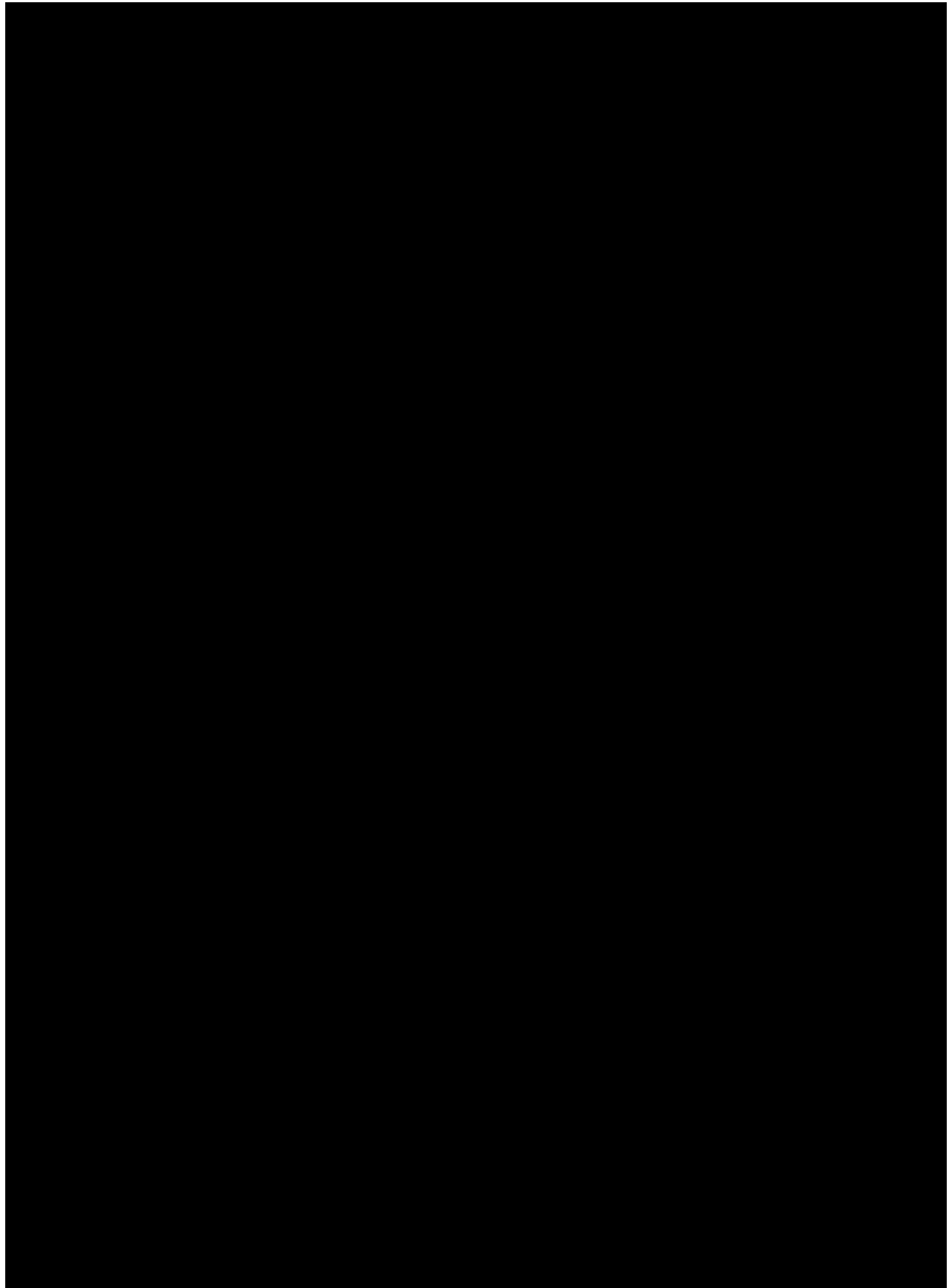


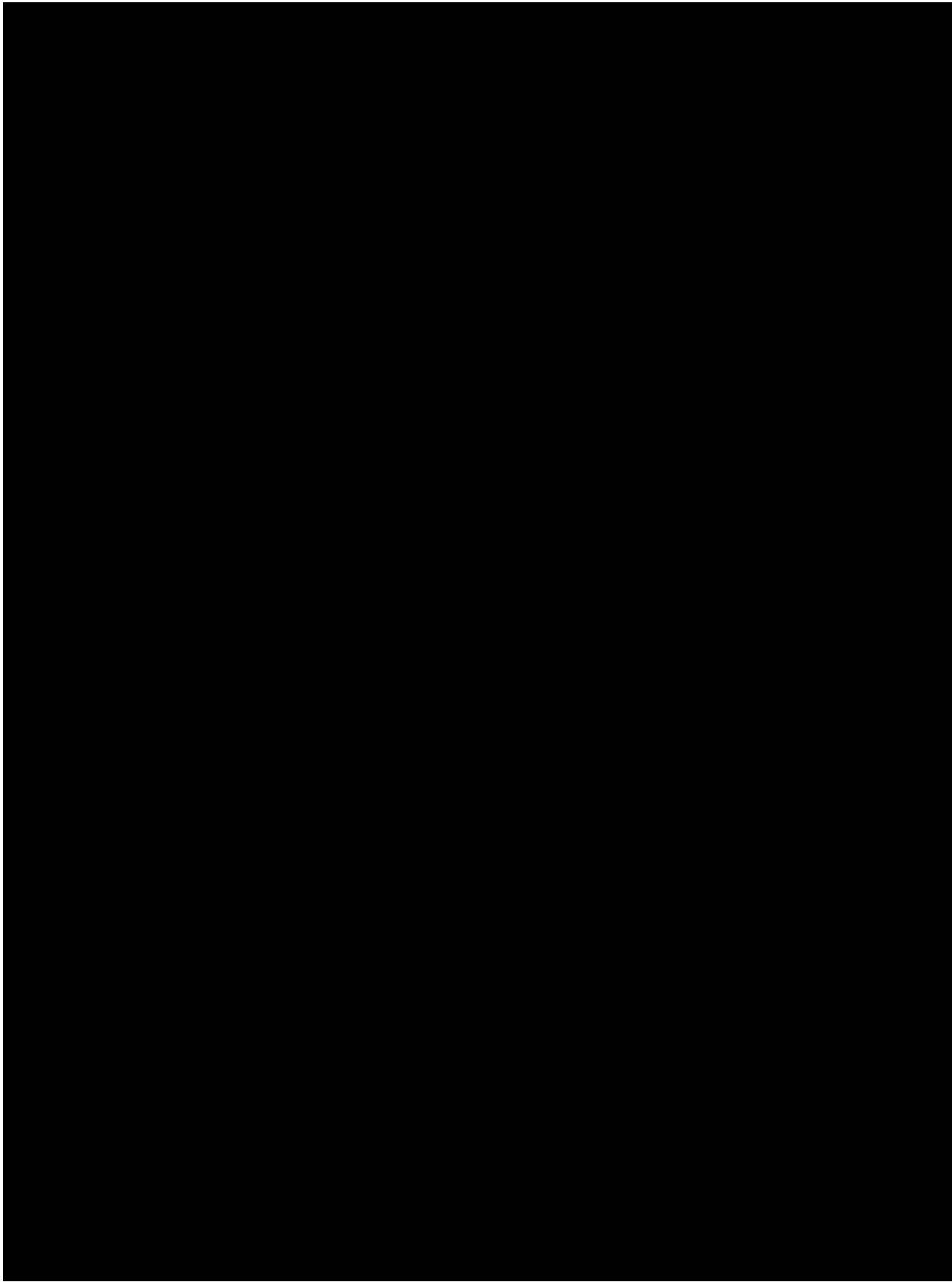




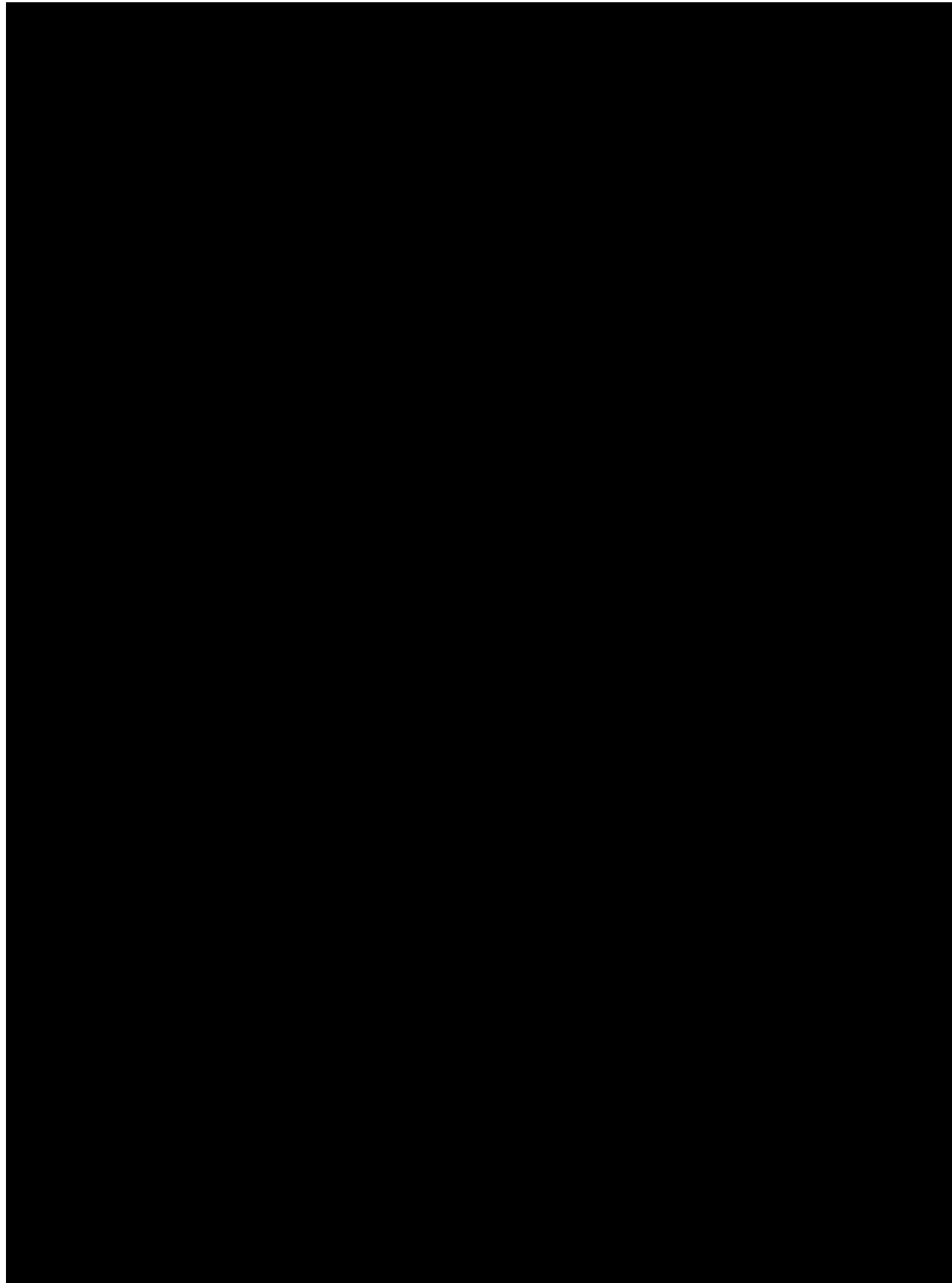


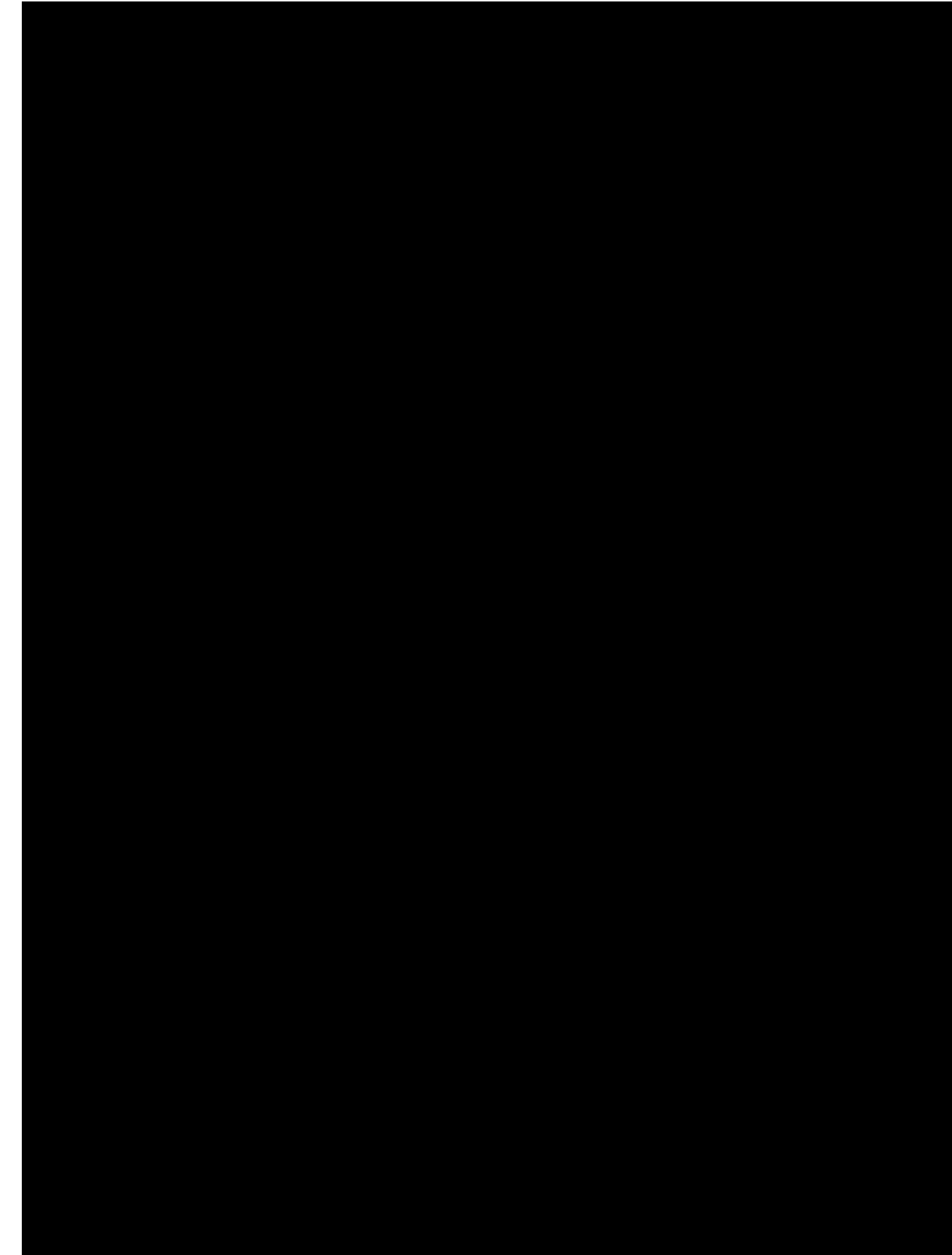


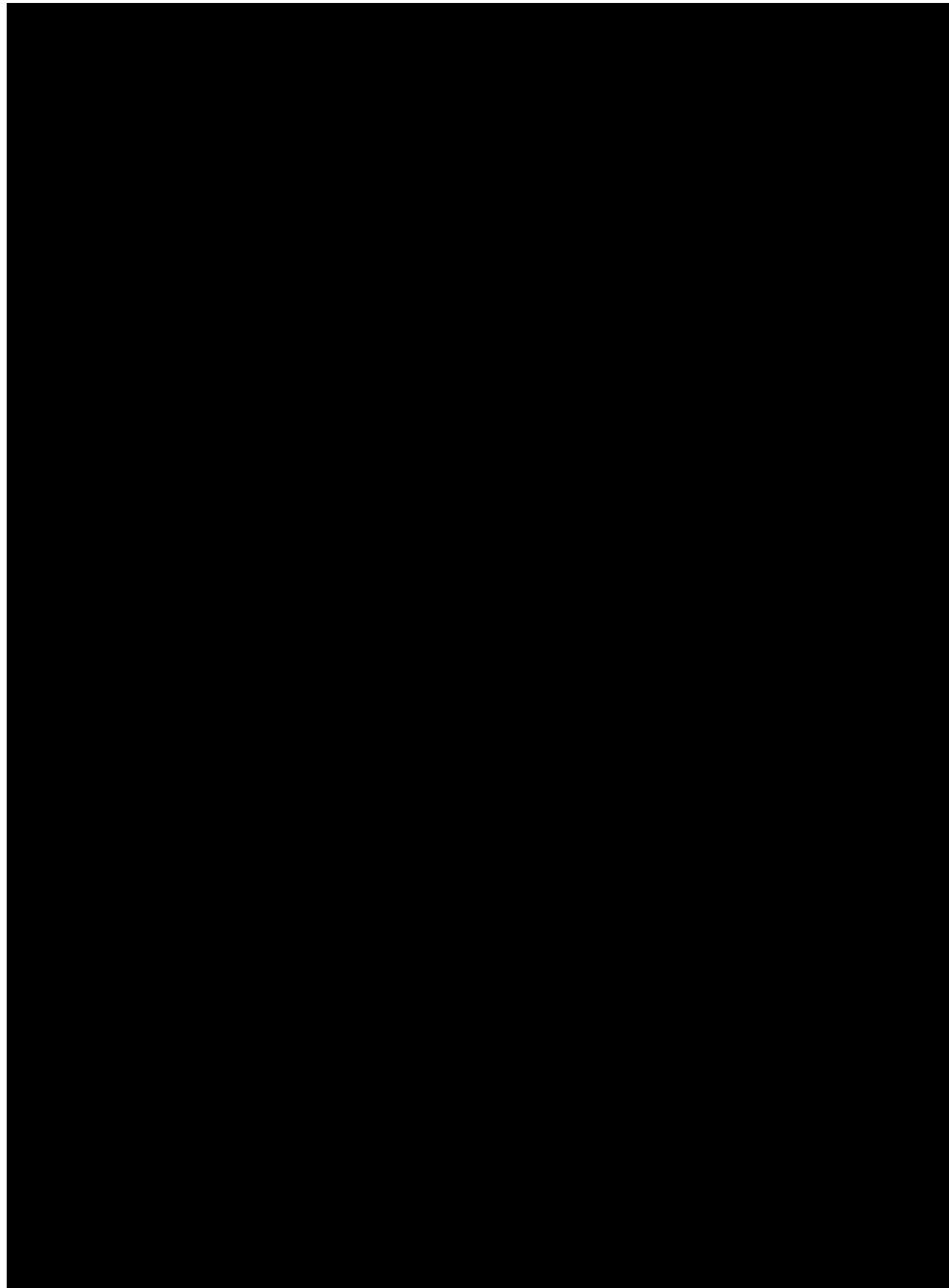


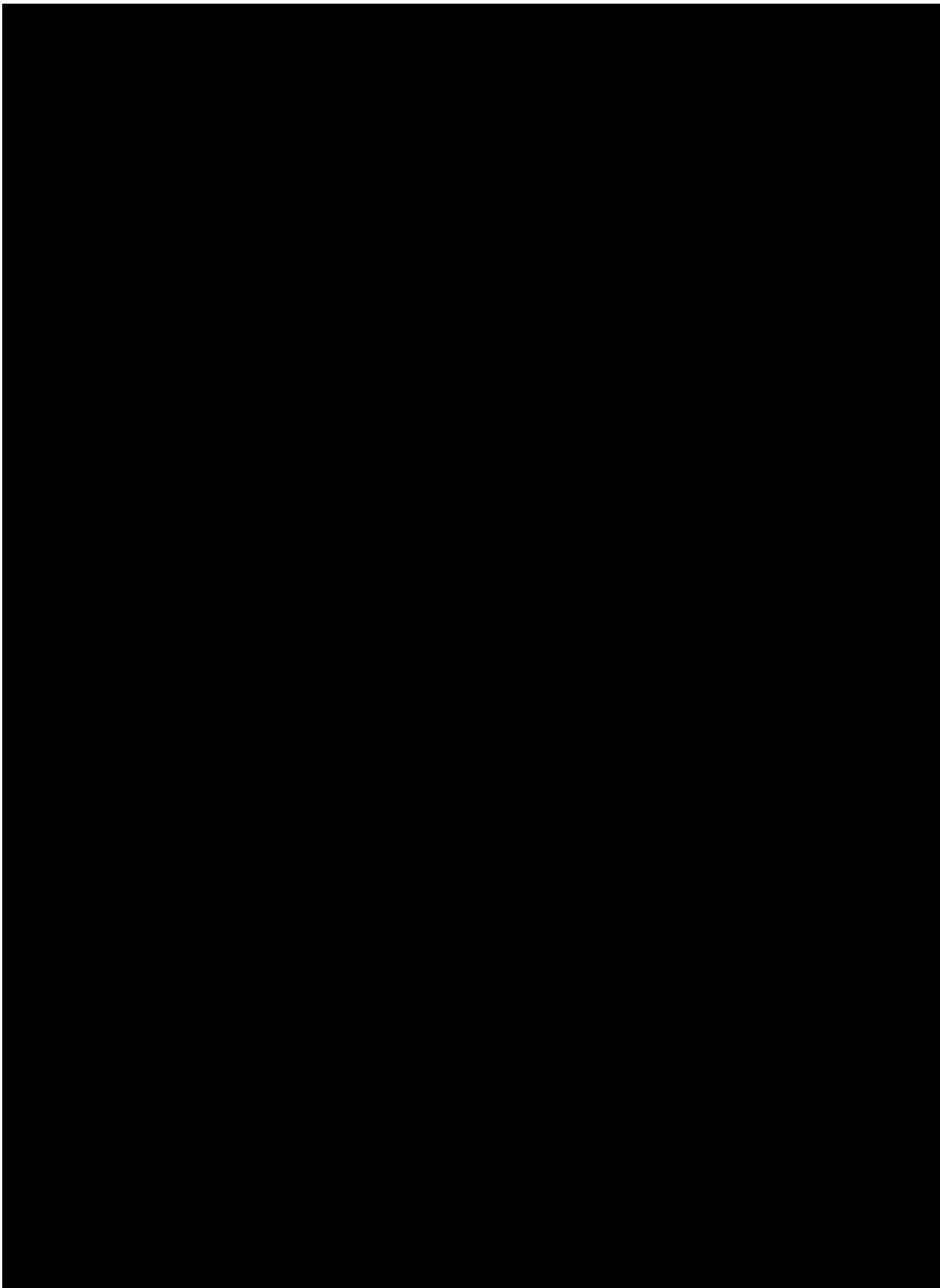


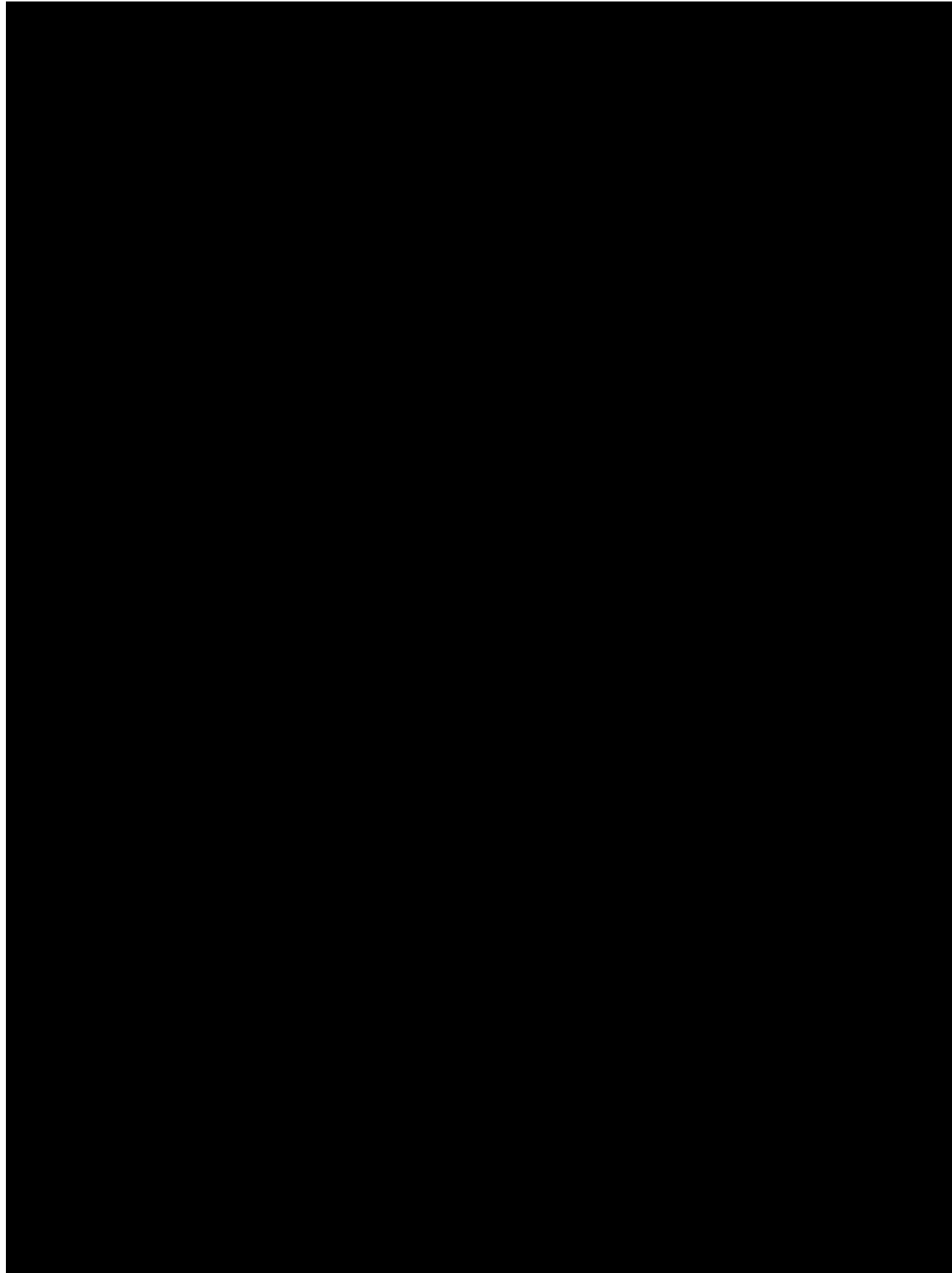












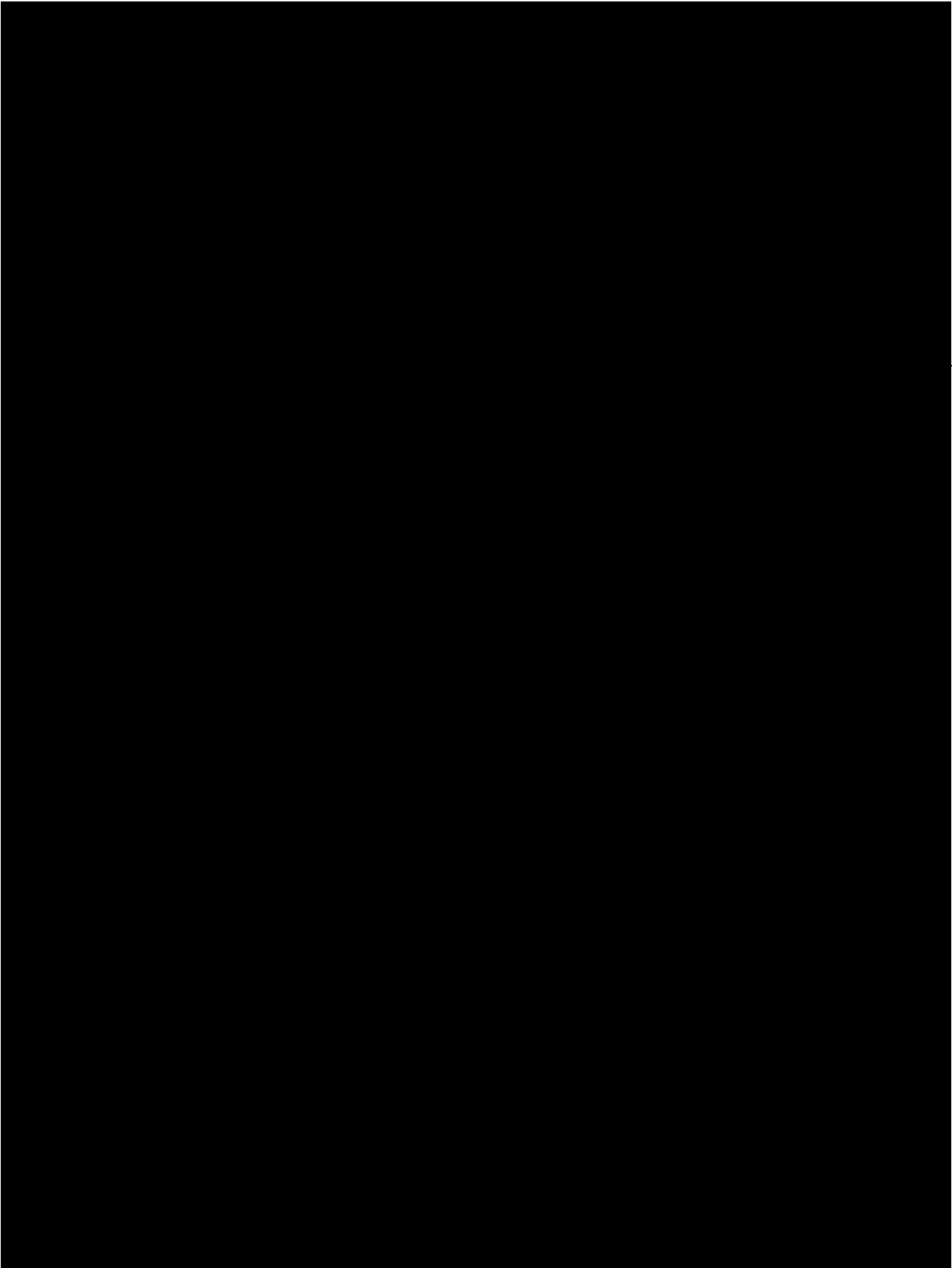




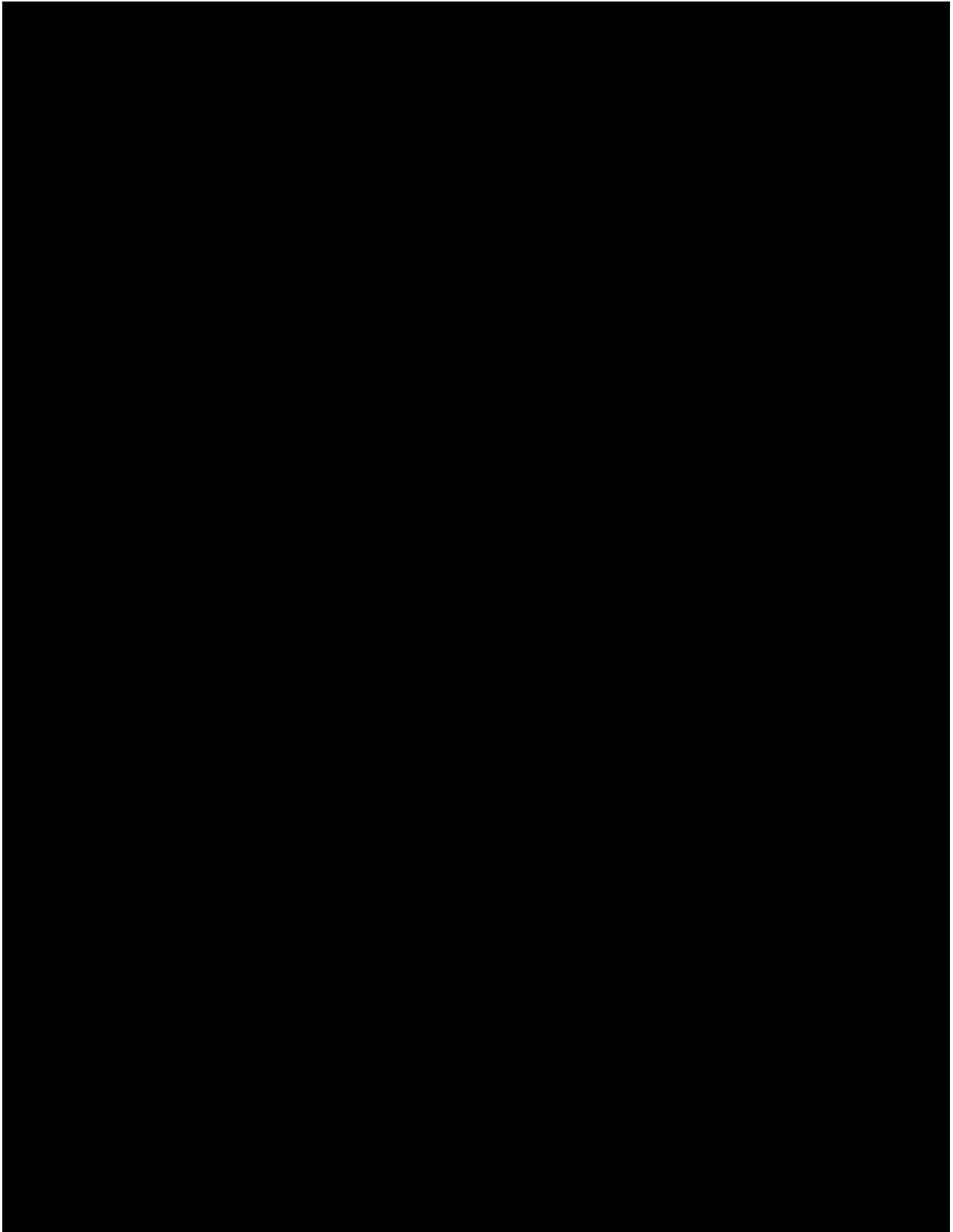
EXHIBIT U.2 (CONTRACTOR DILIGENCE AND INFORMATION
SECURITY QUESTIONNAIRE (NUANCE))

TO THE

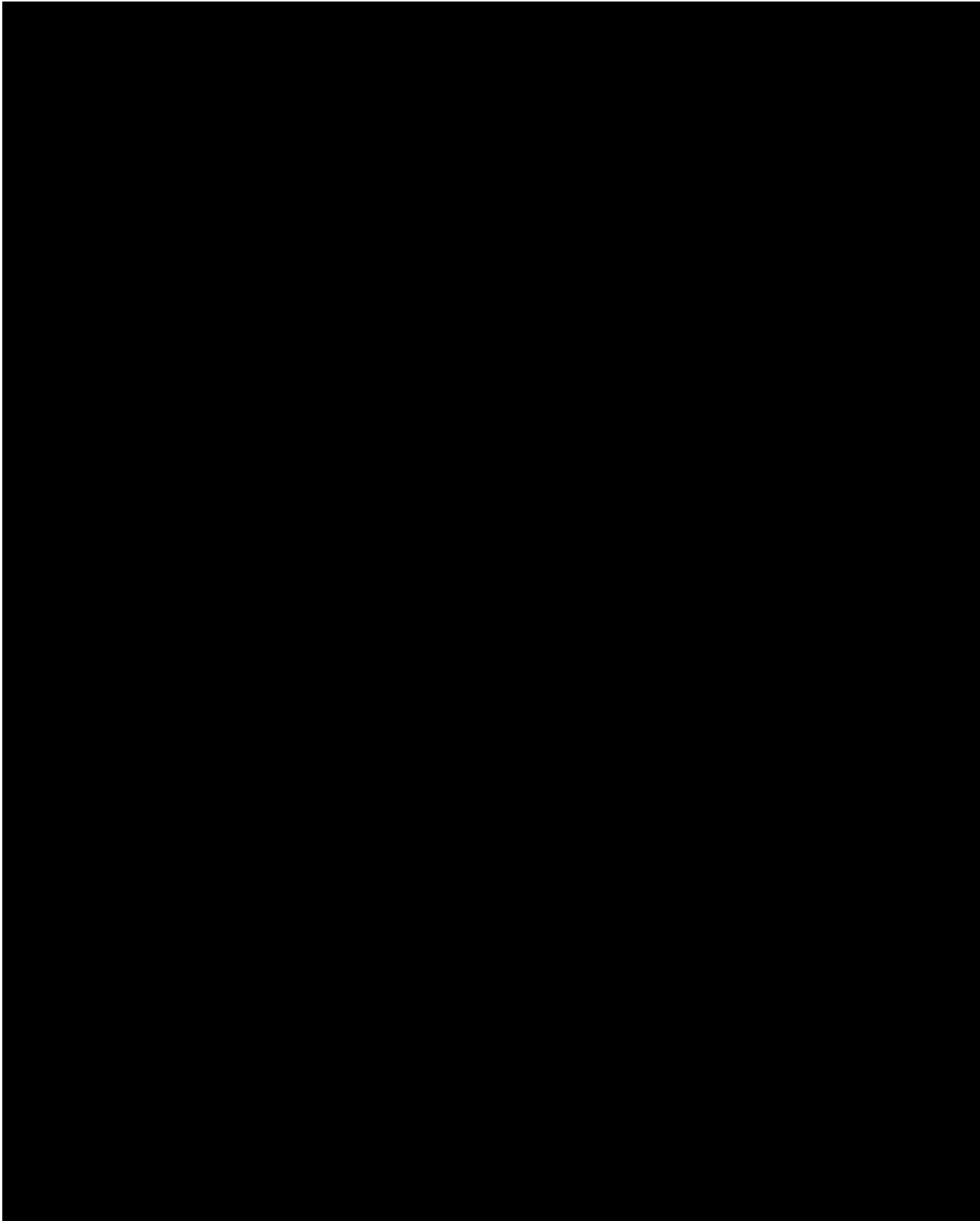
DATA CAPTURE AND CLINICAL DOCUMENTATION IMPROVEMENT
SYSTEM AND RELATED SERVICES AGREEMENT

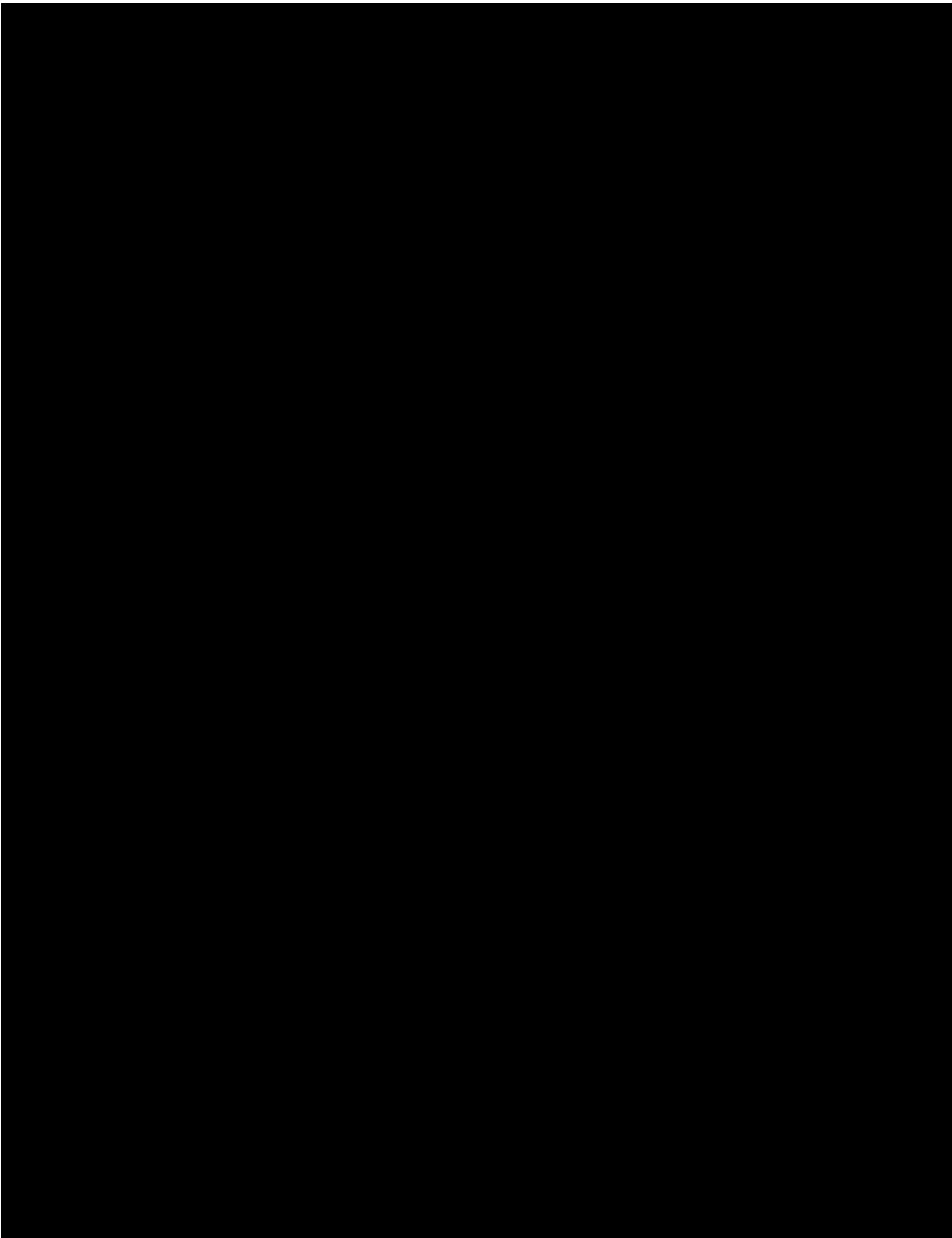
EXHIBIT U.2

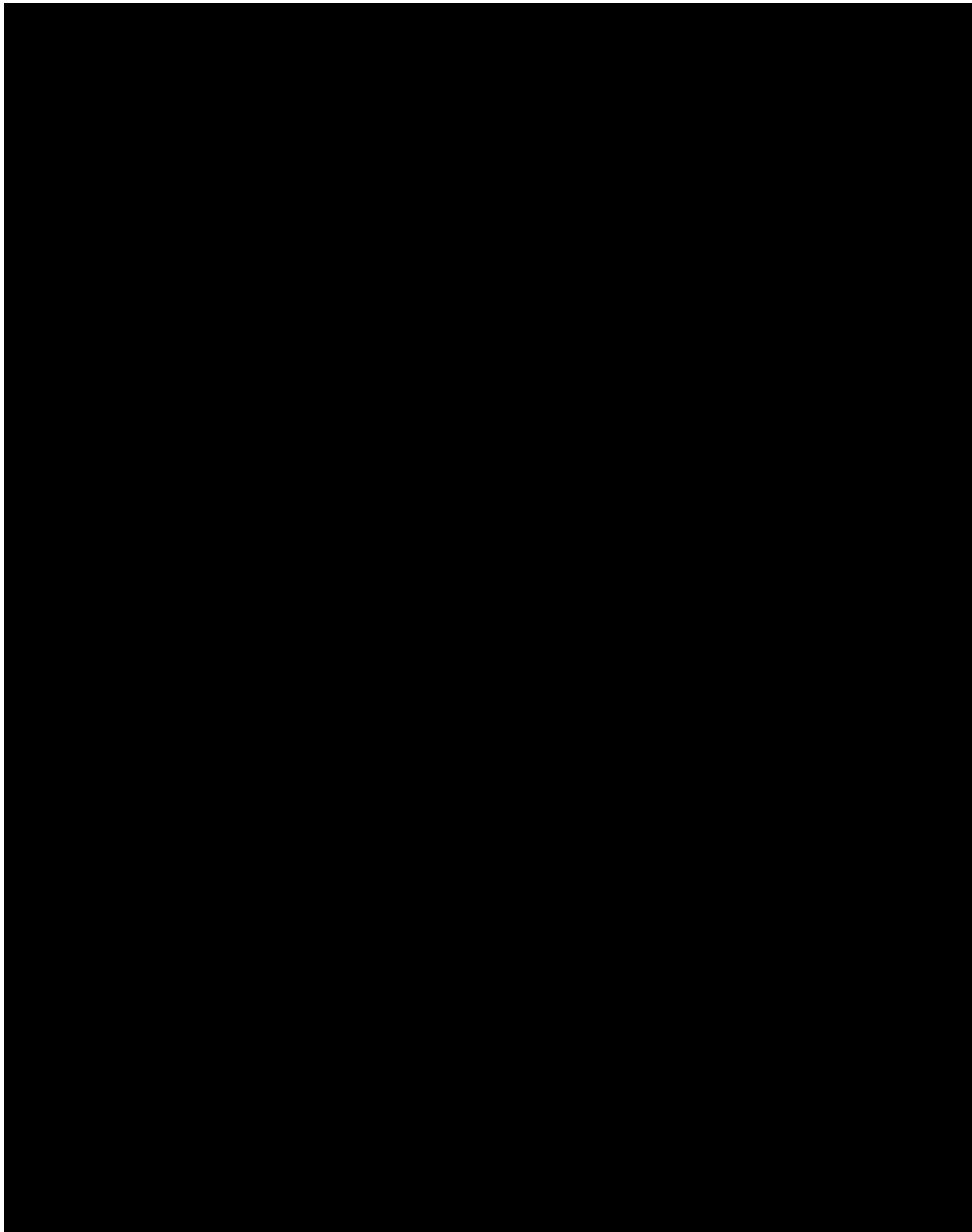
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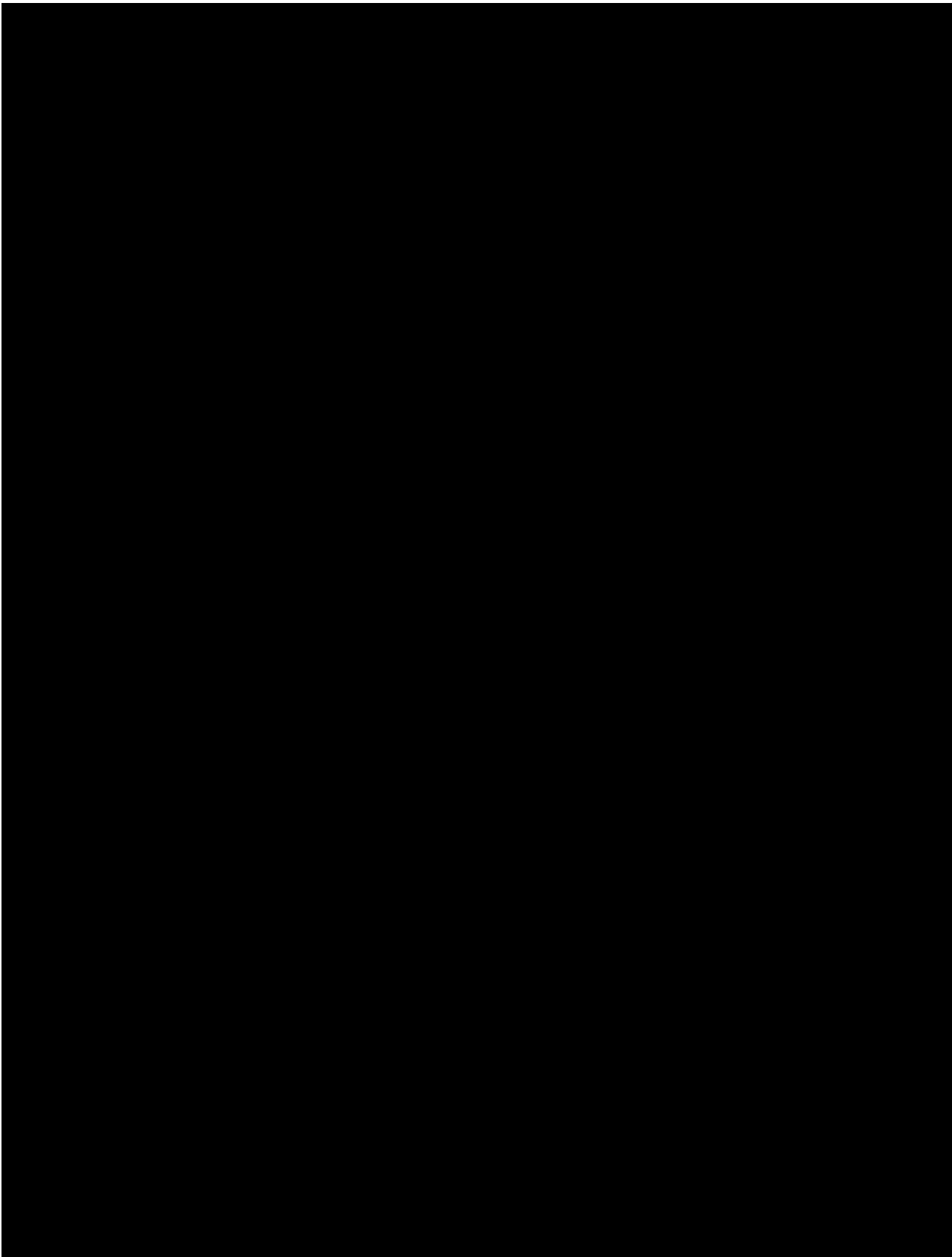




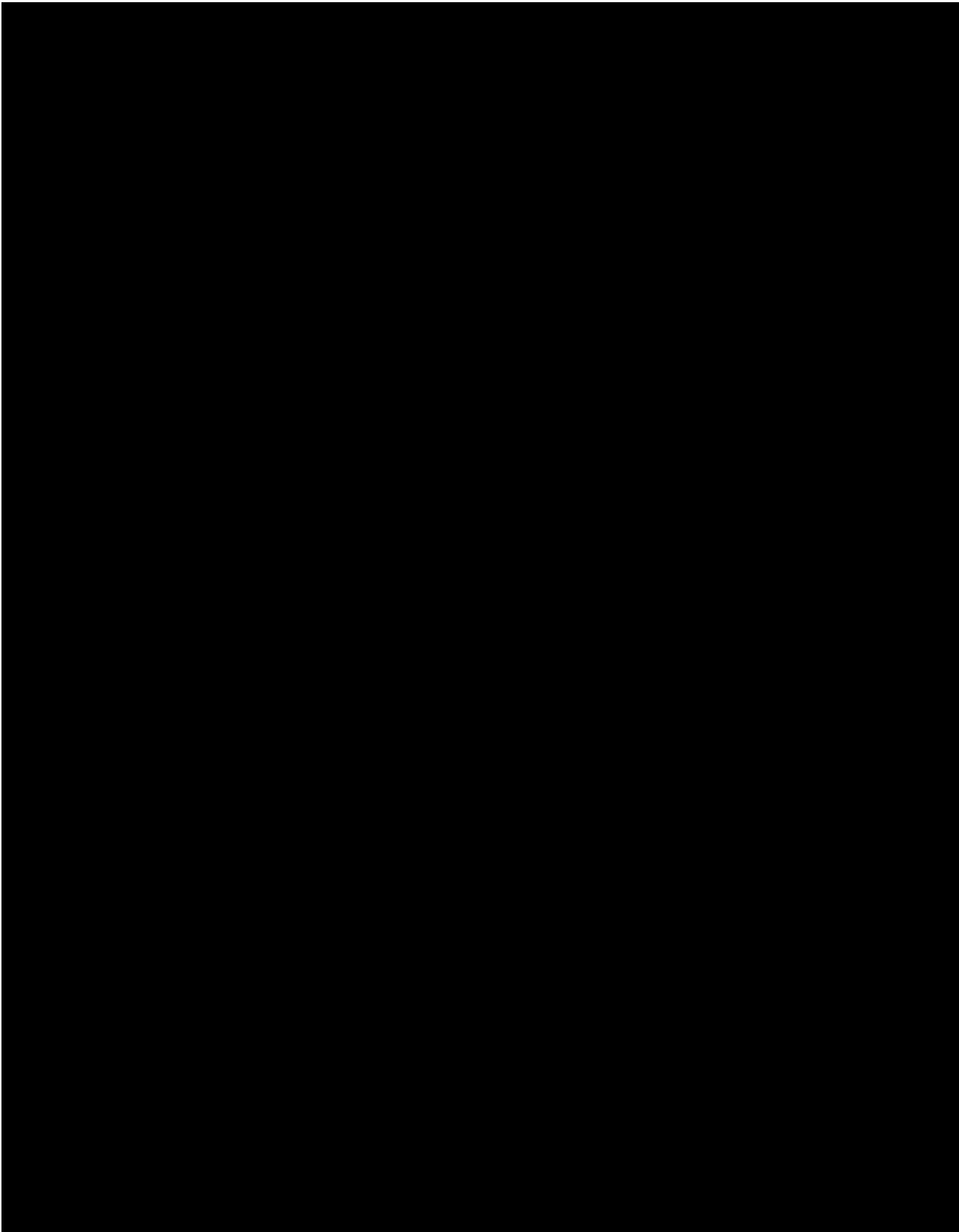


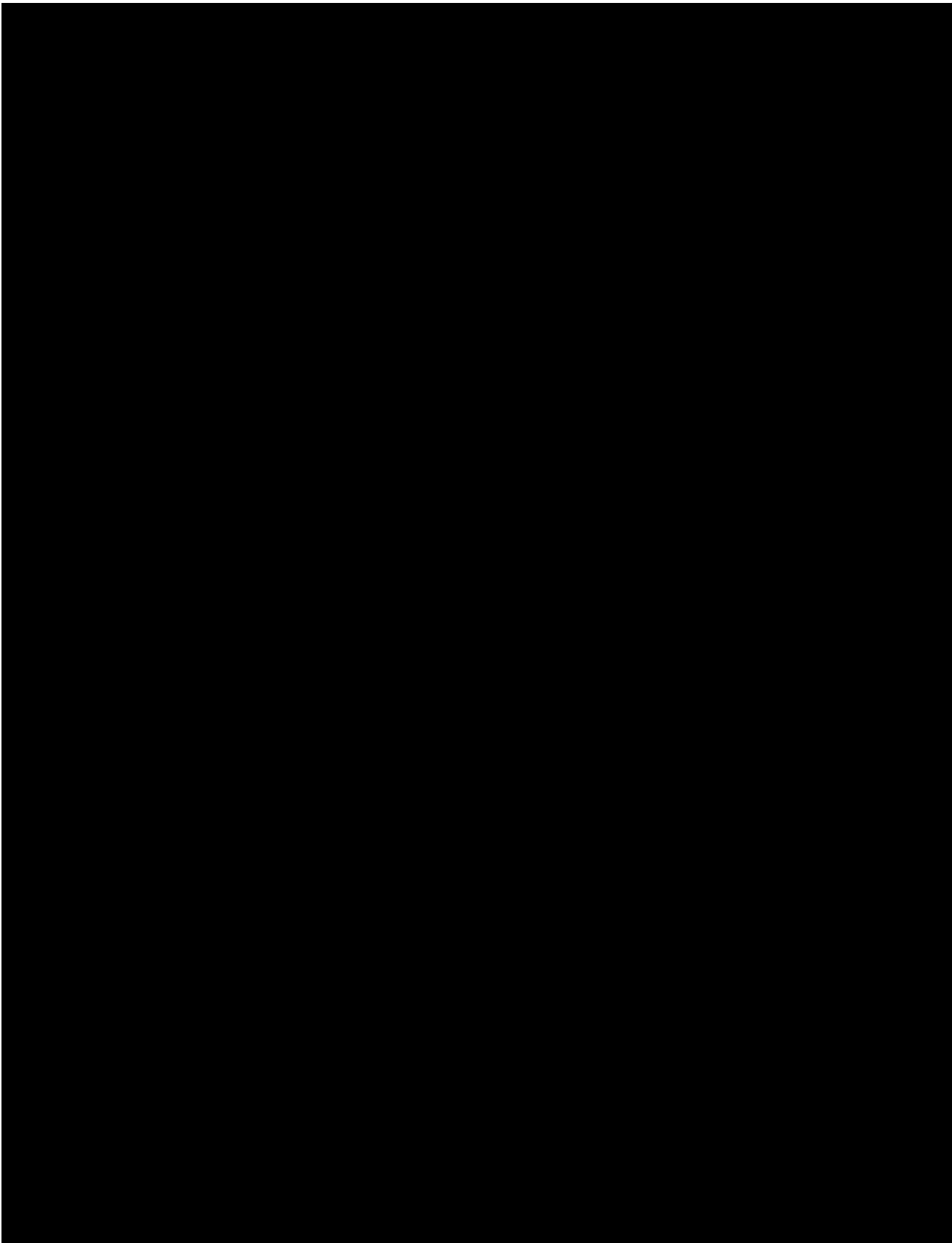


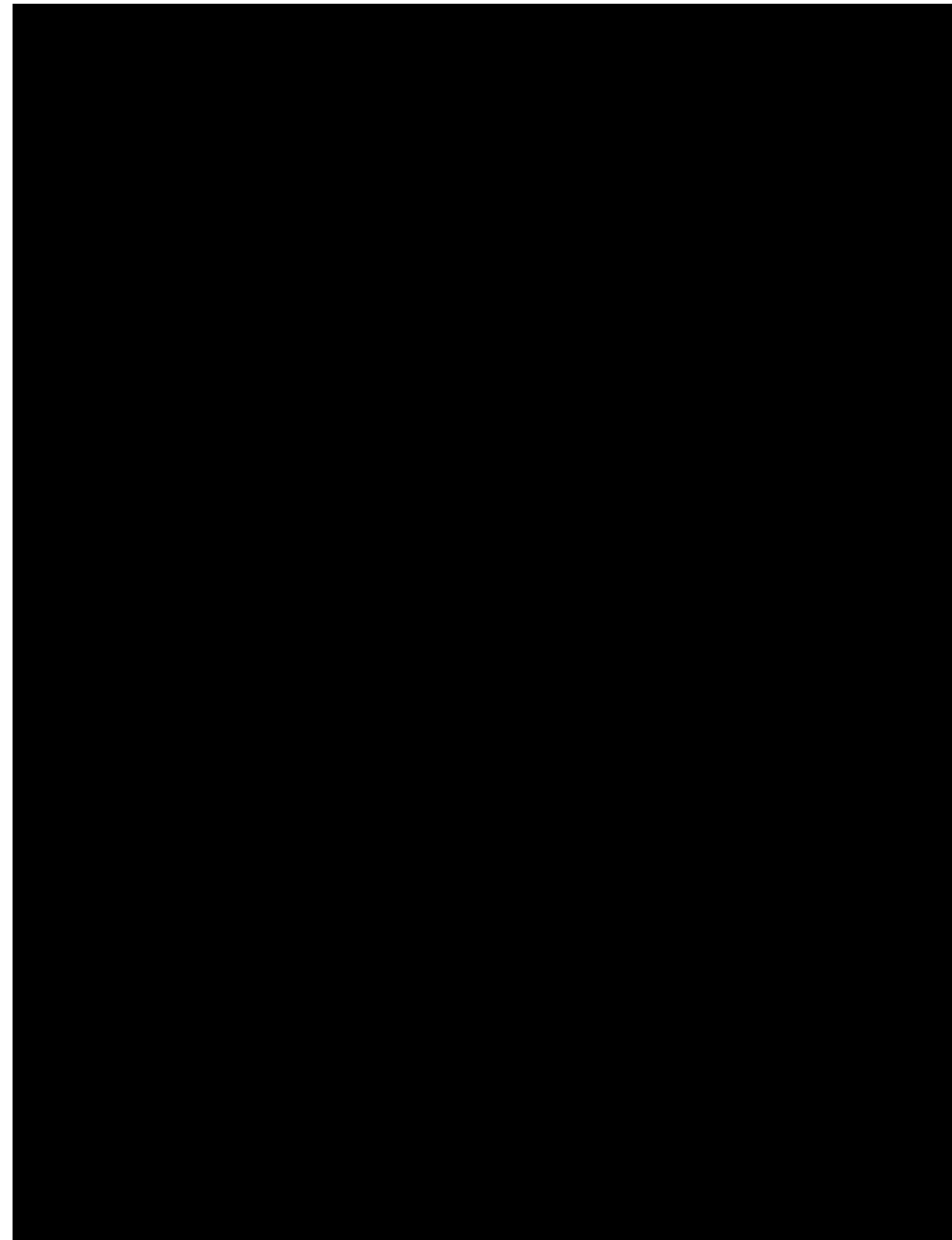


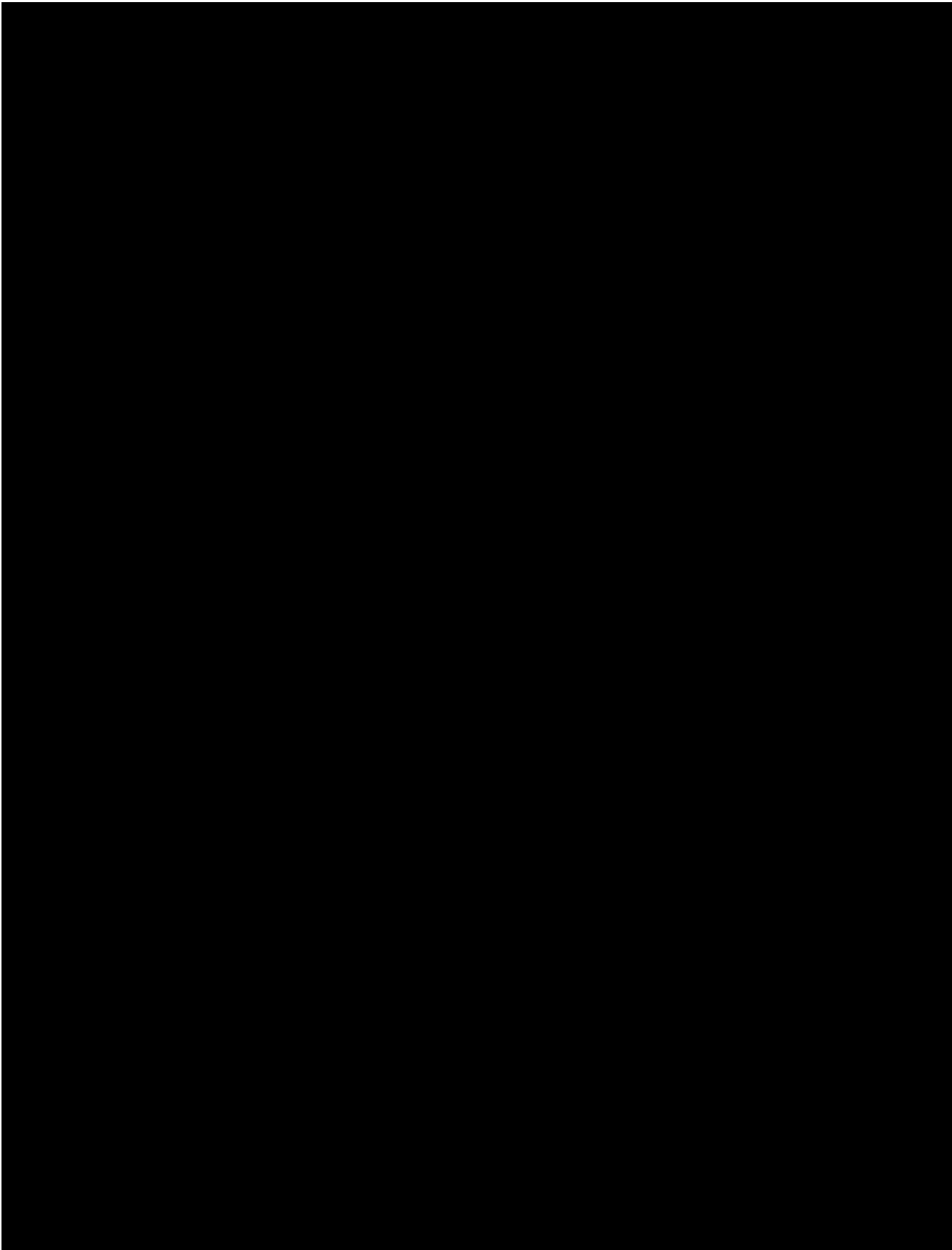


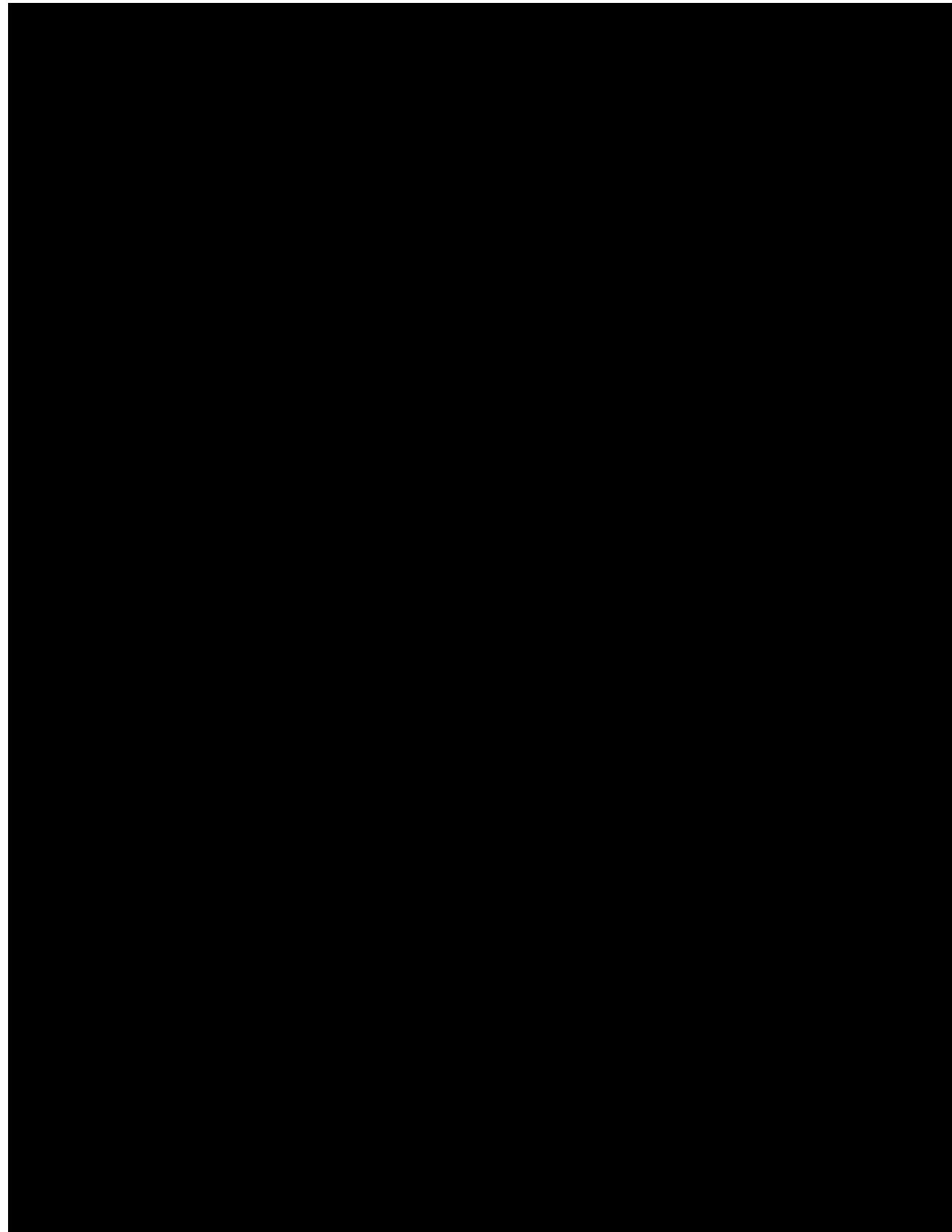


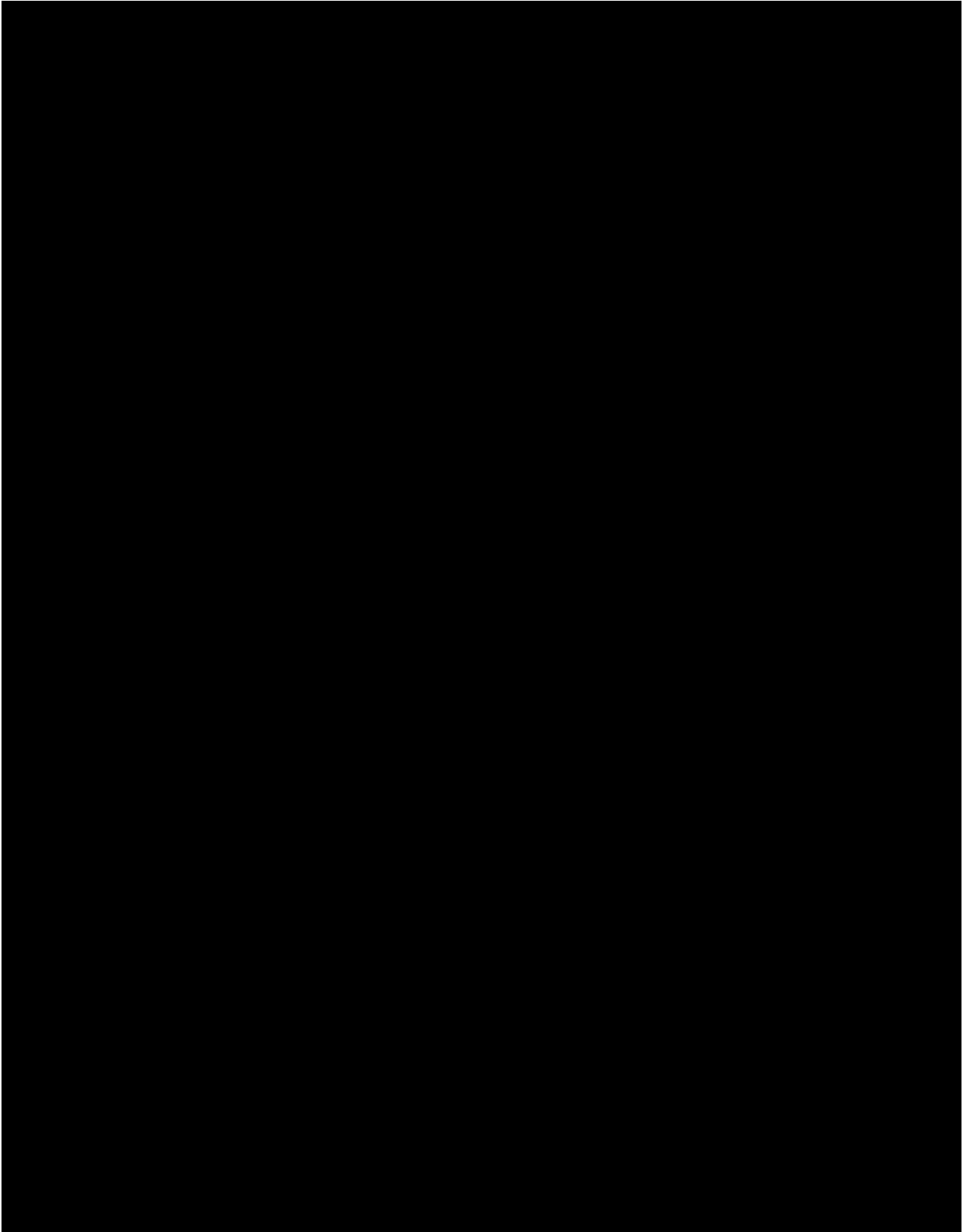




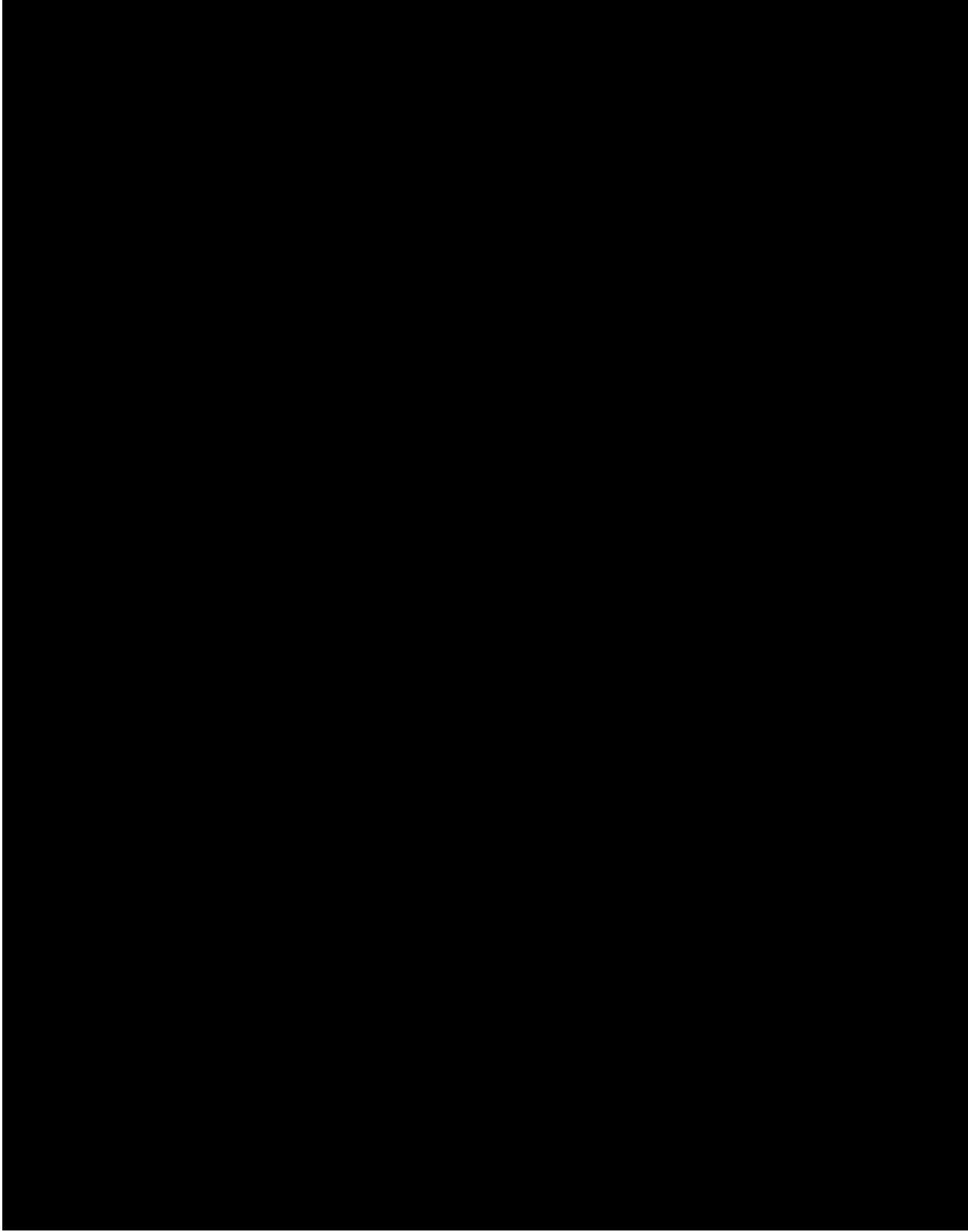


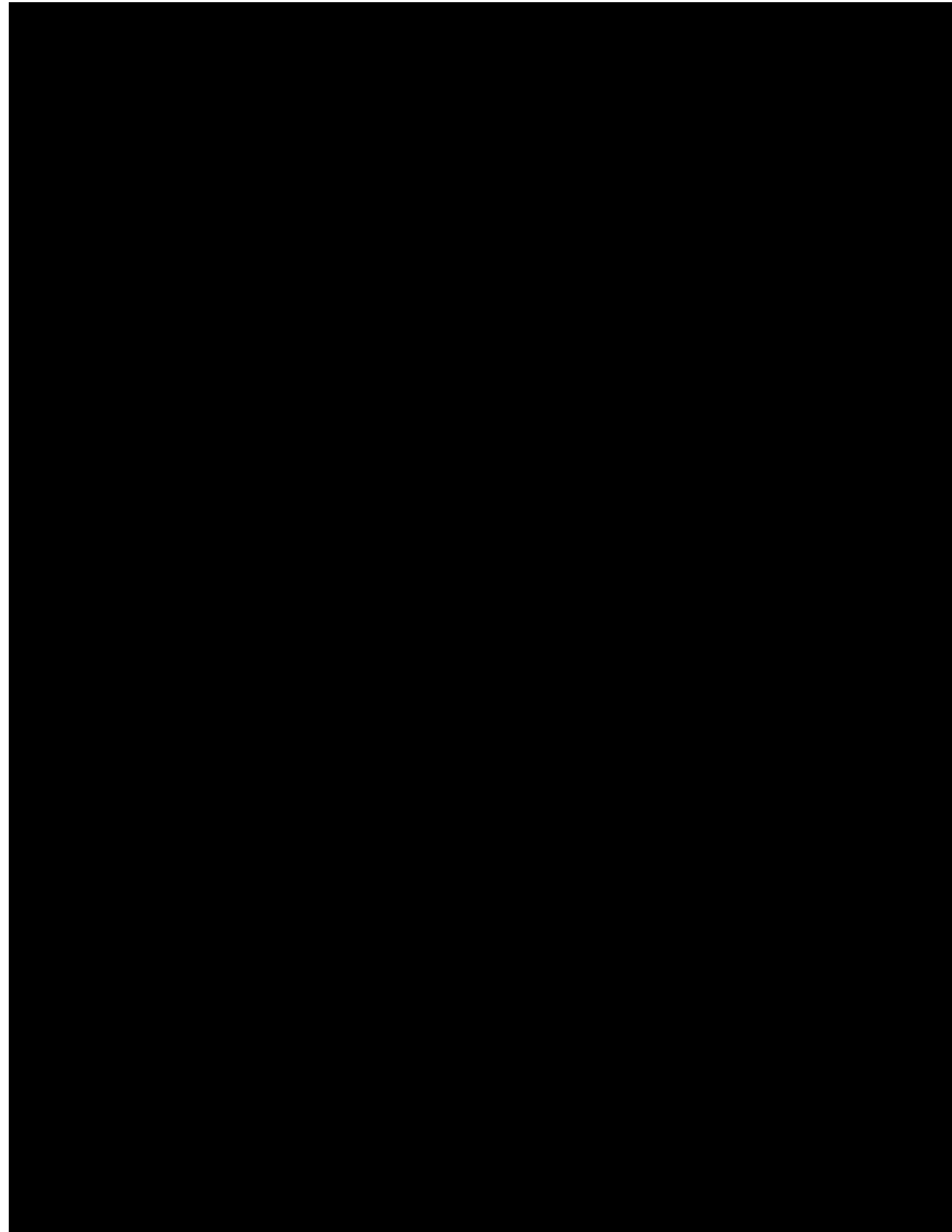


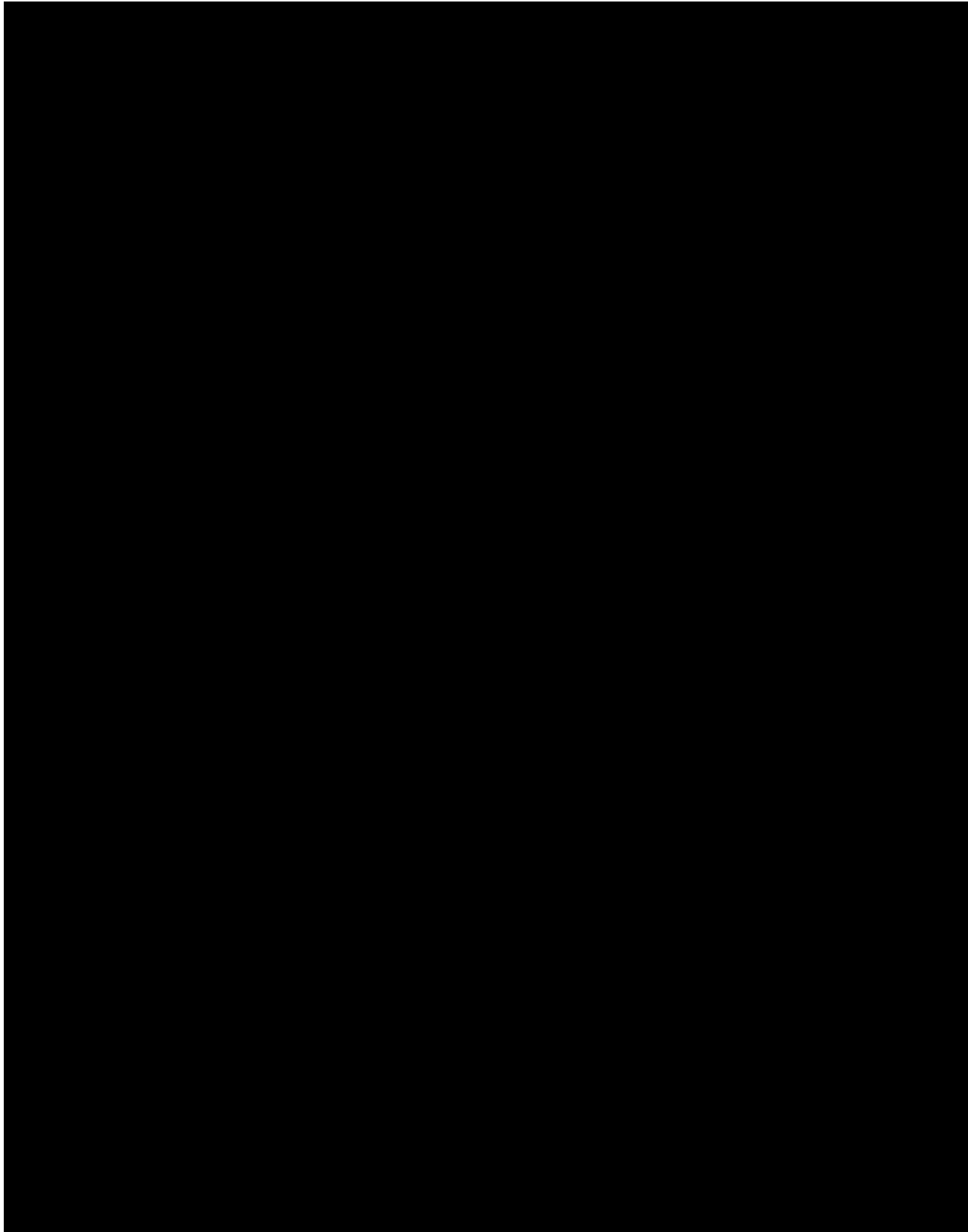


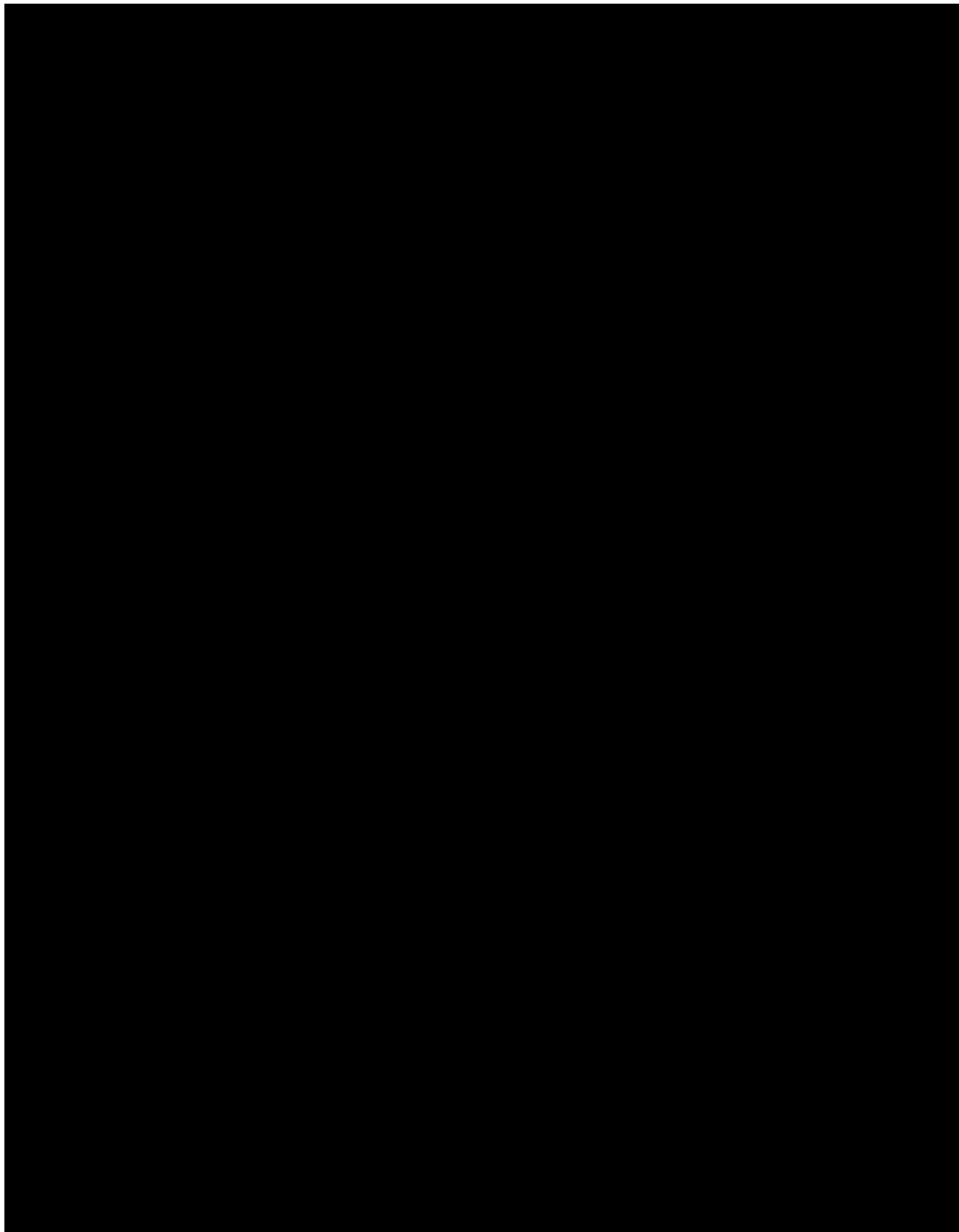




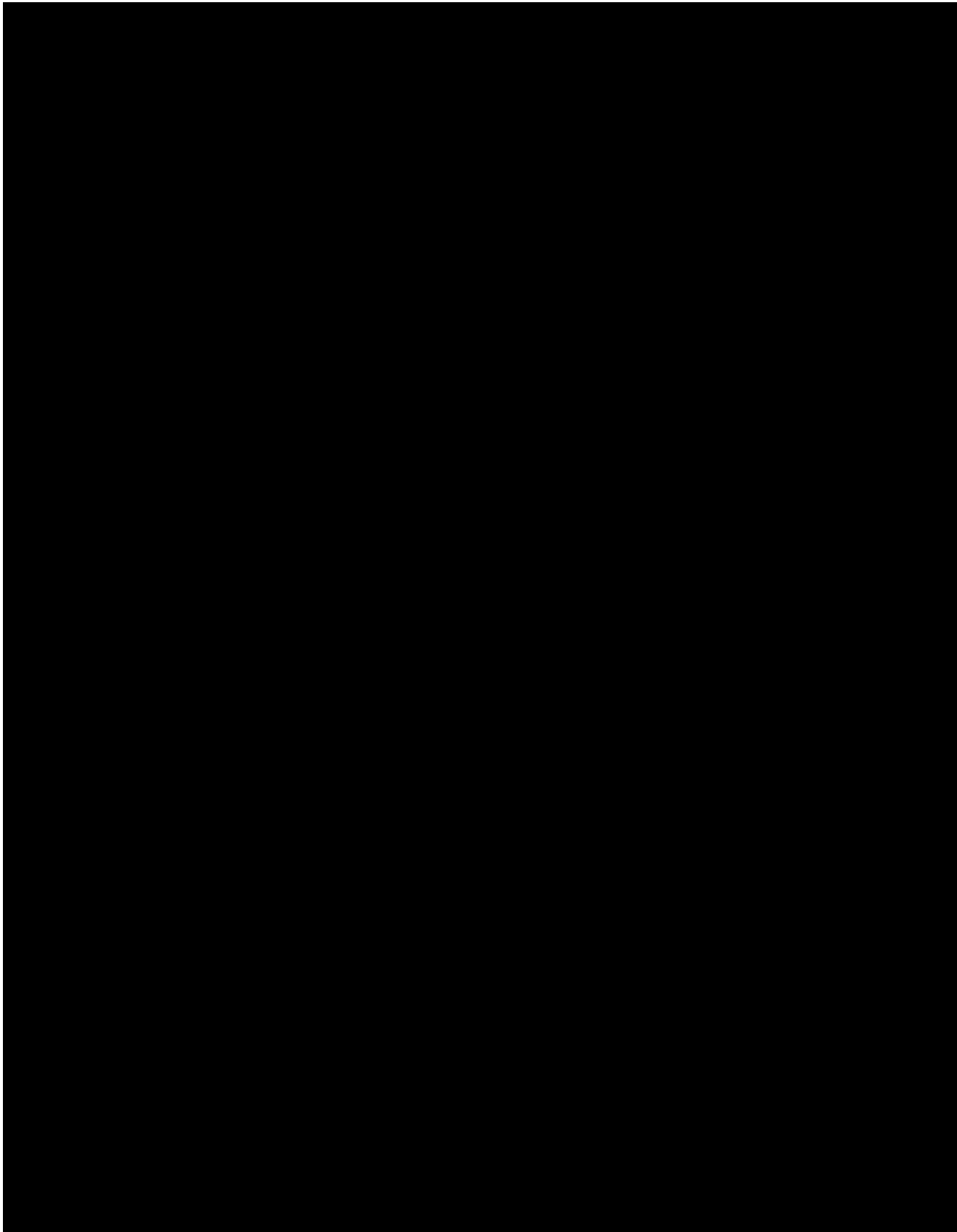


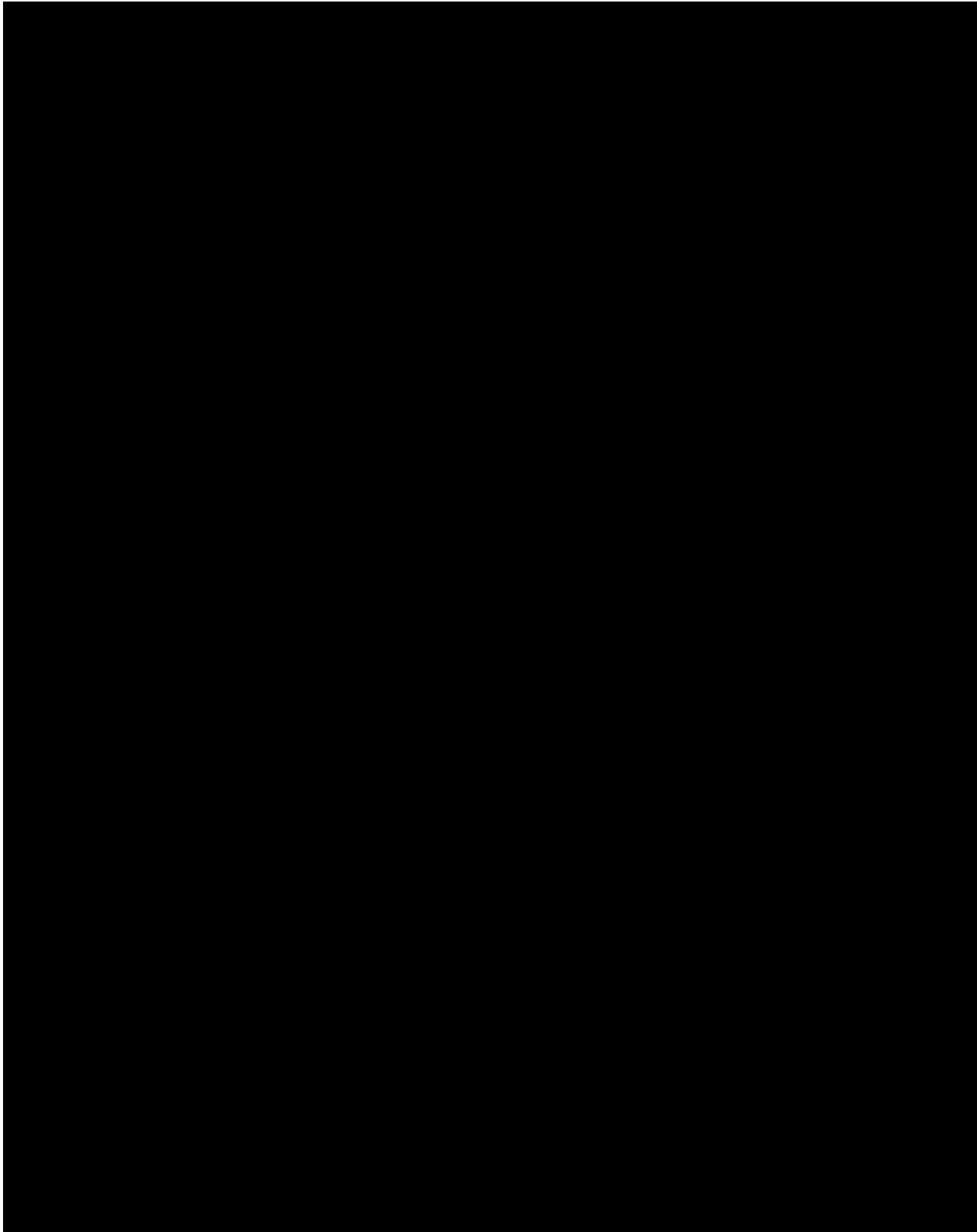


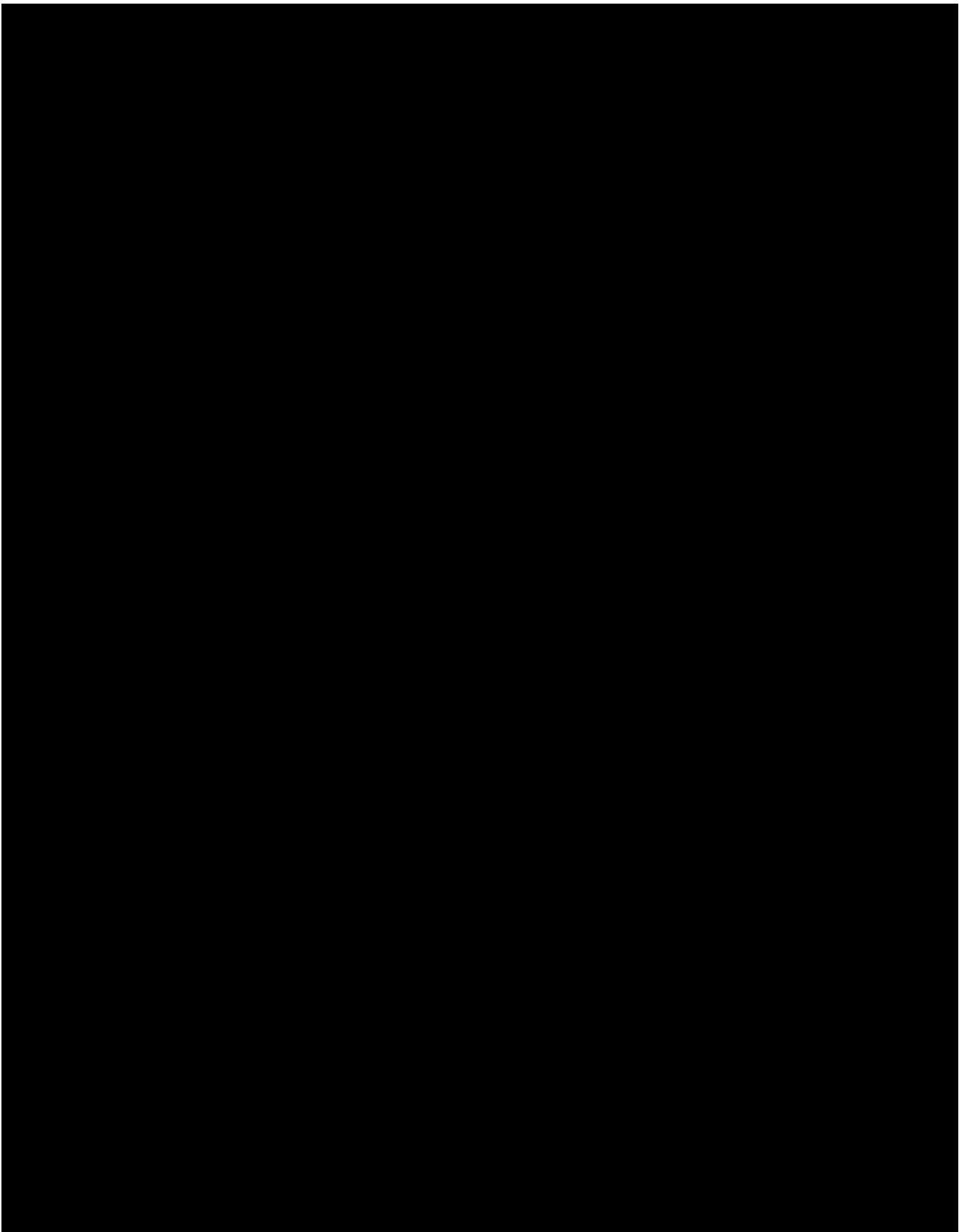


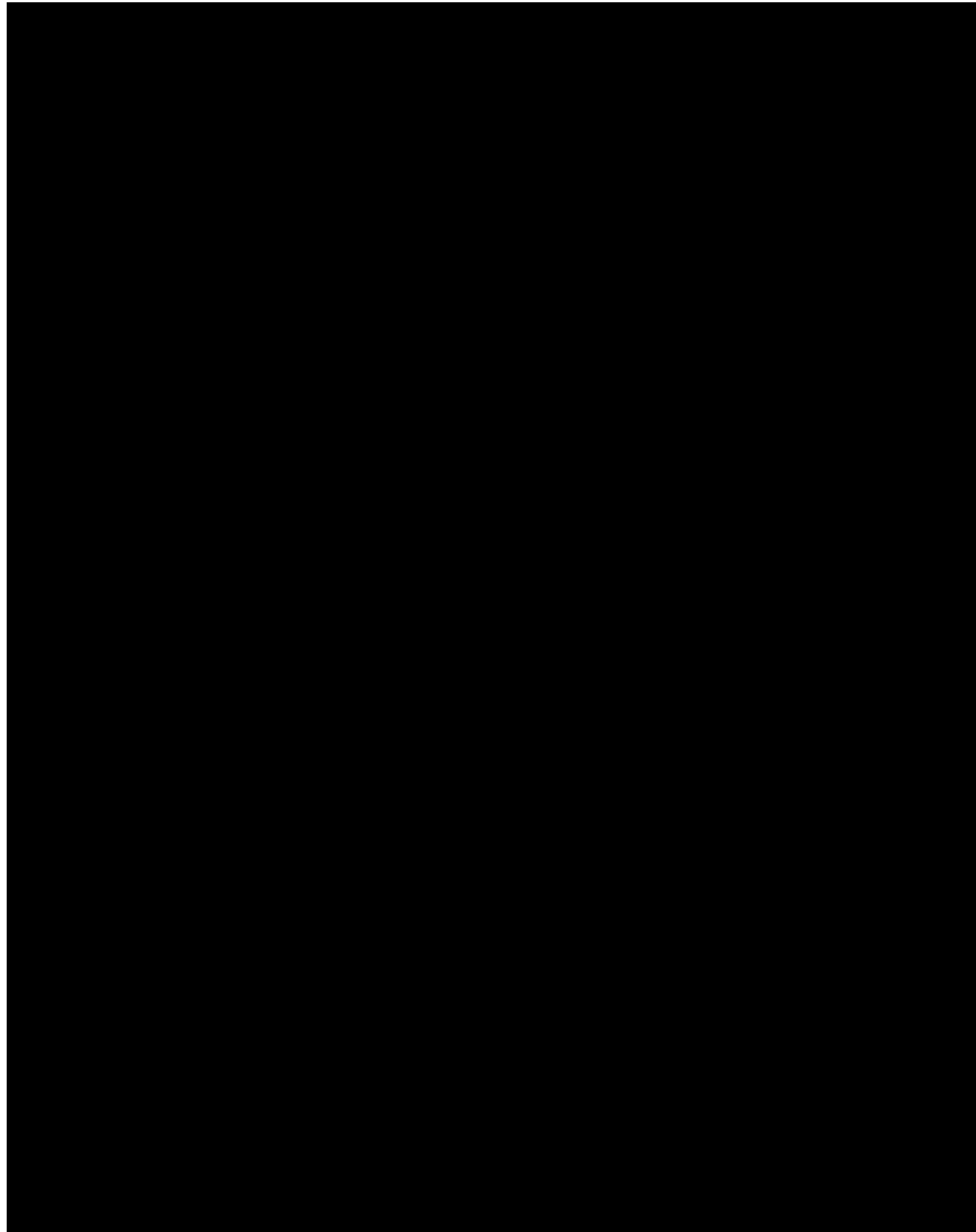


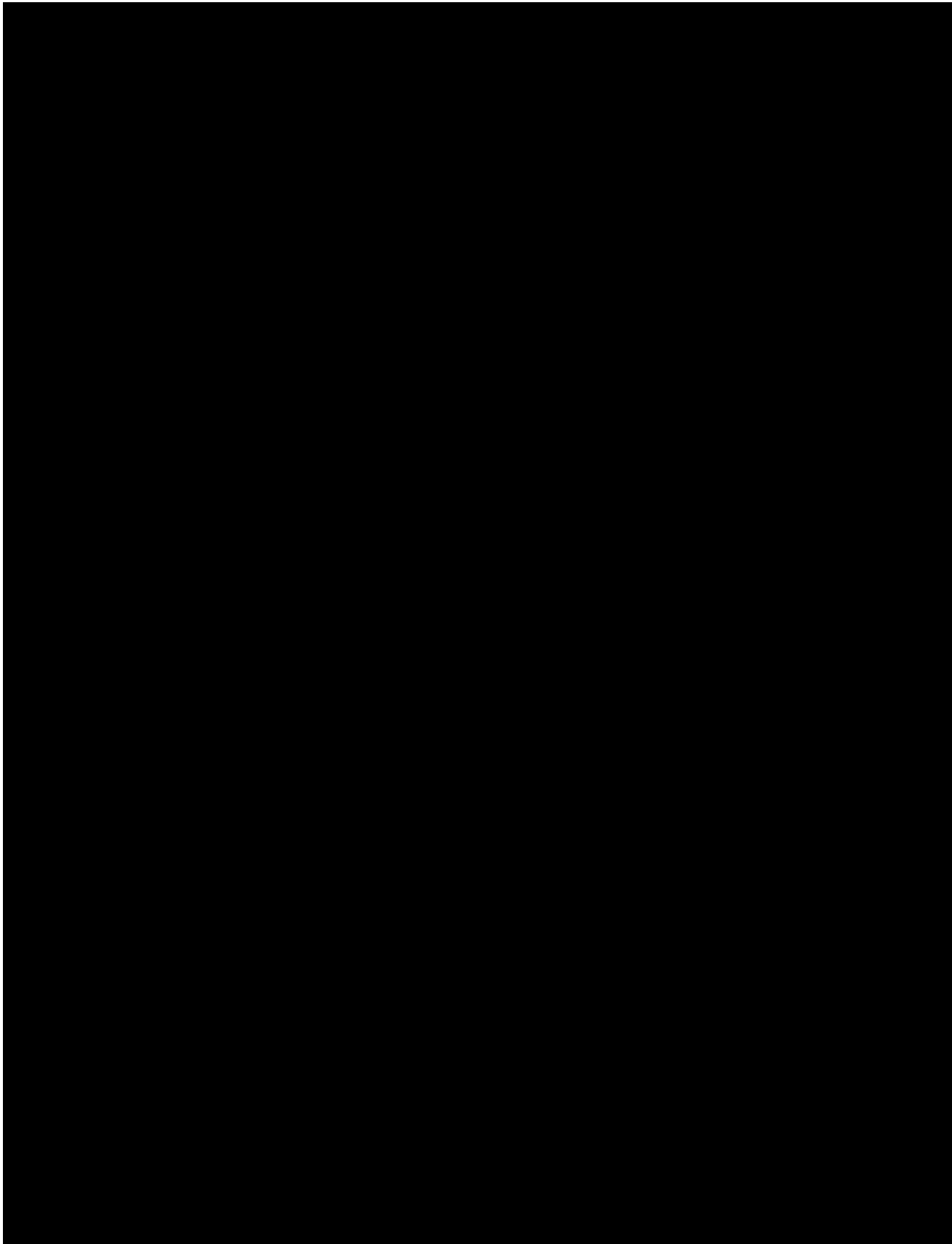


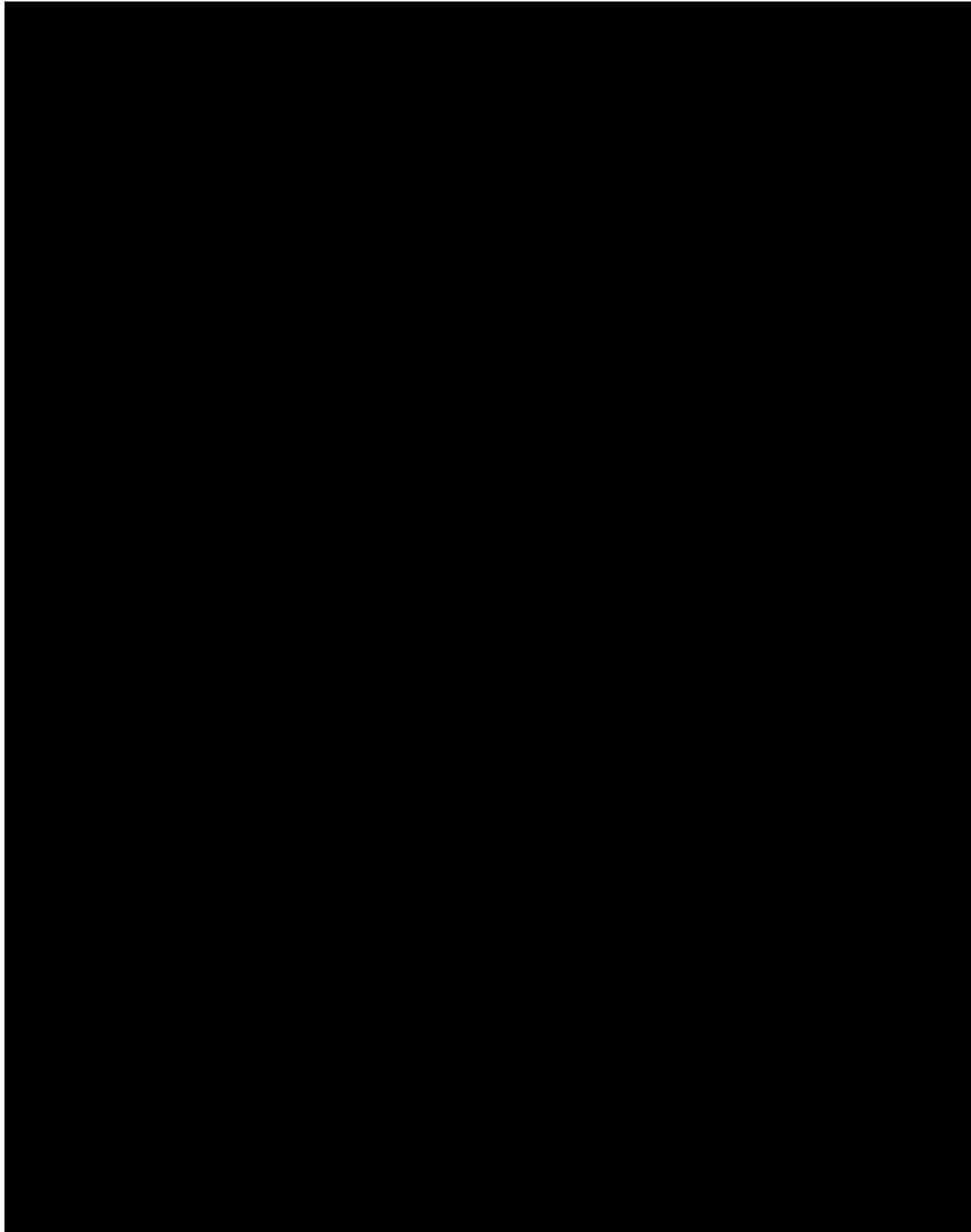


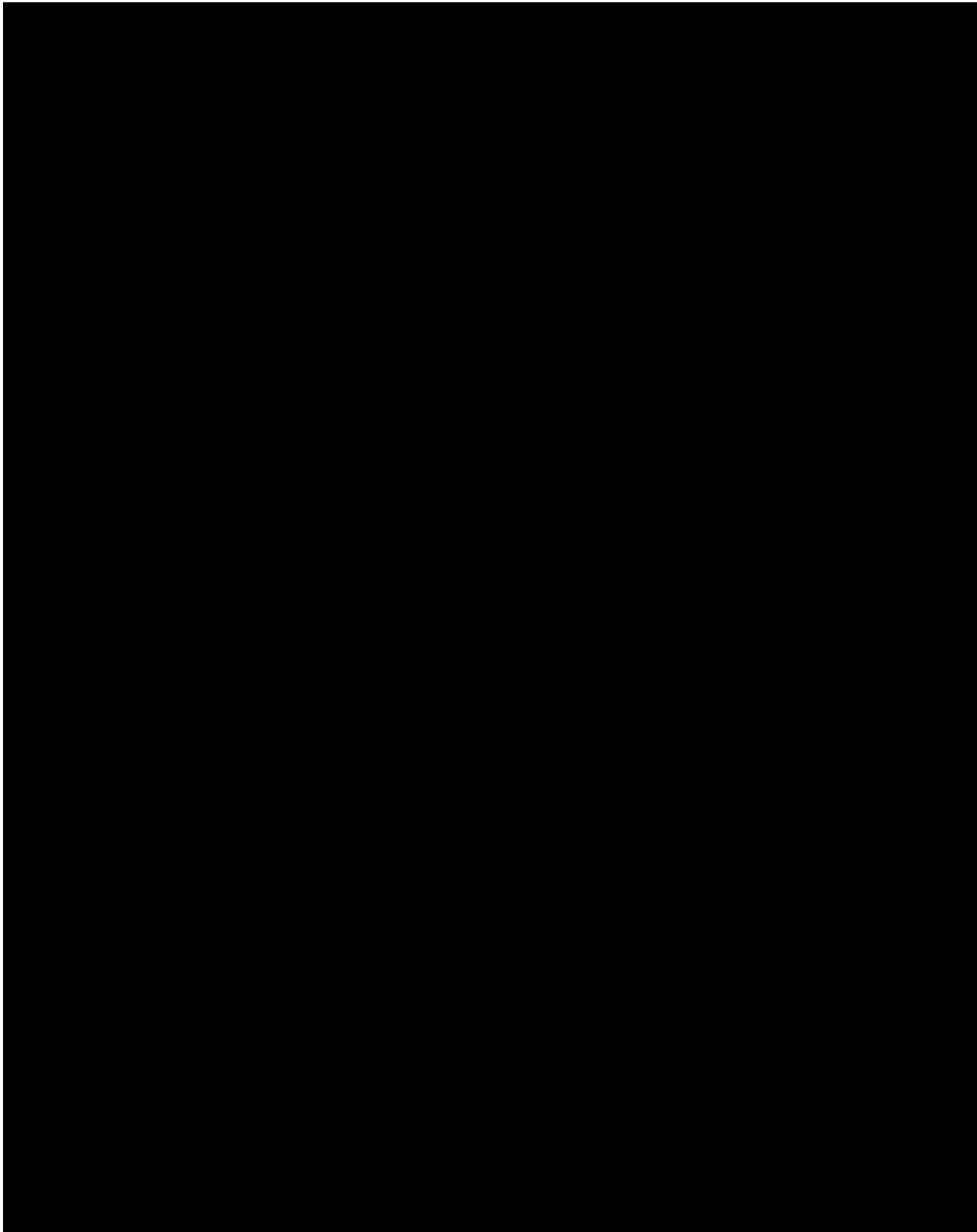




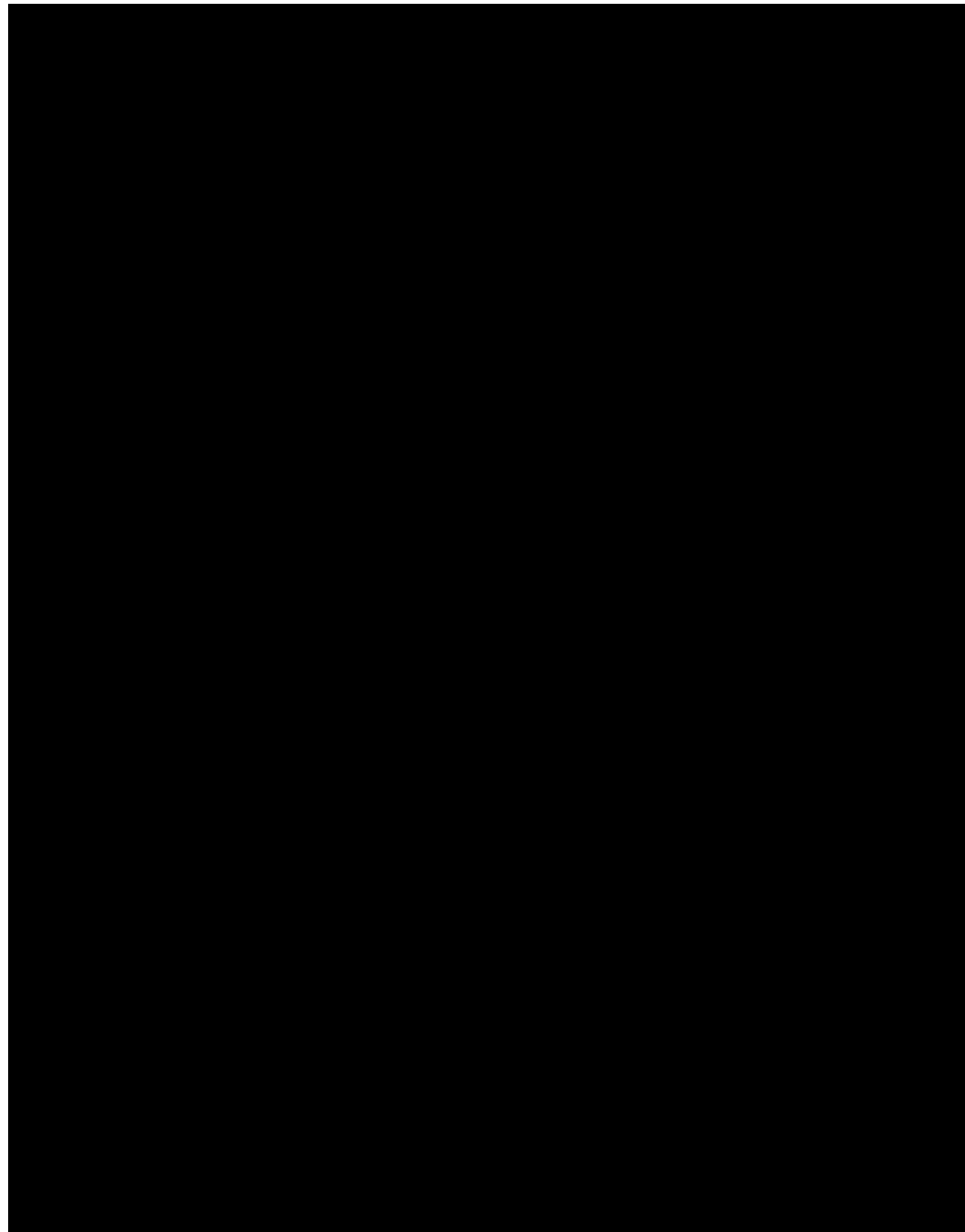


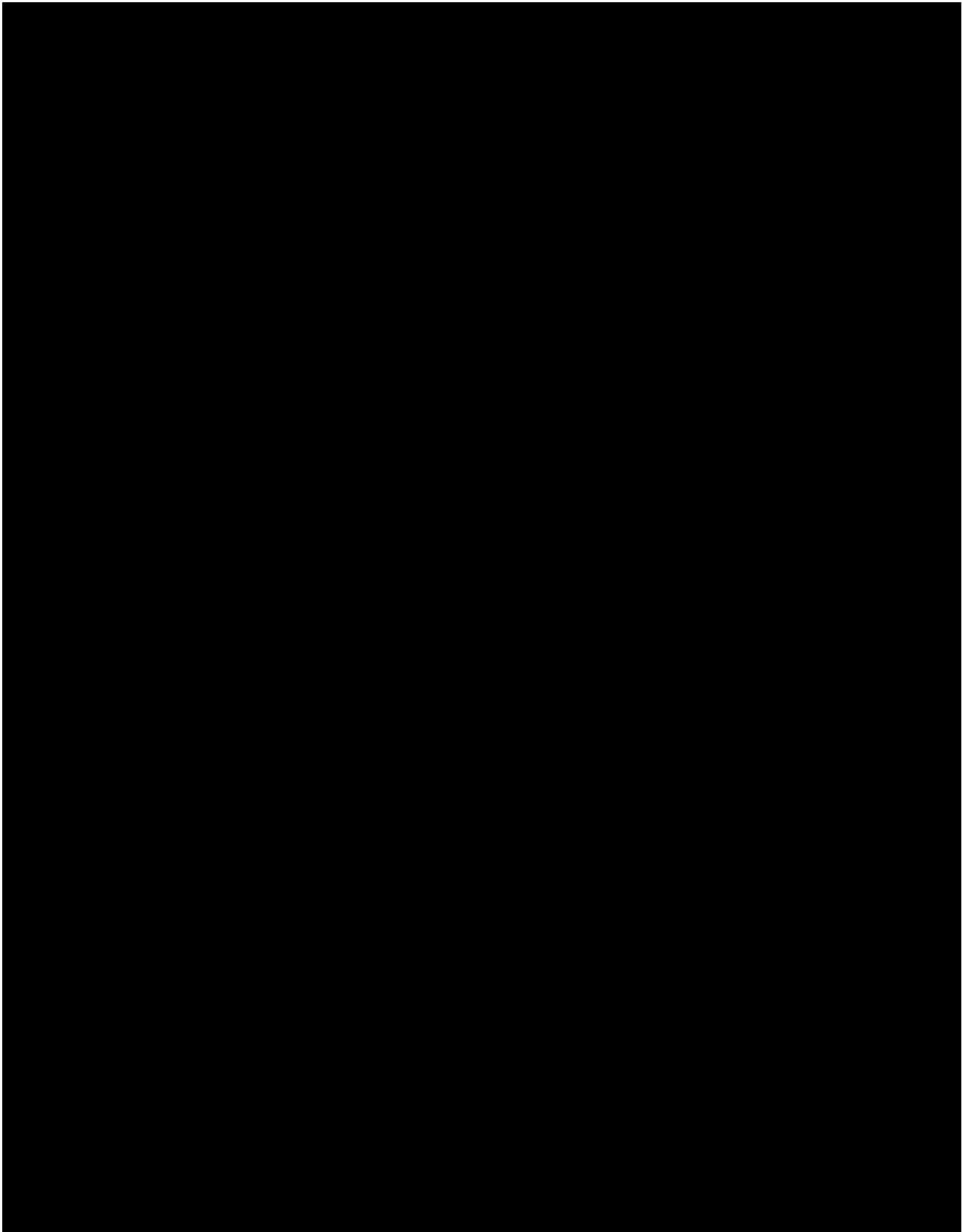


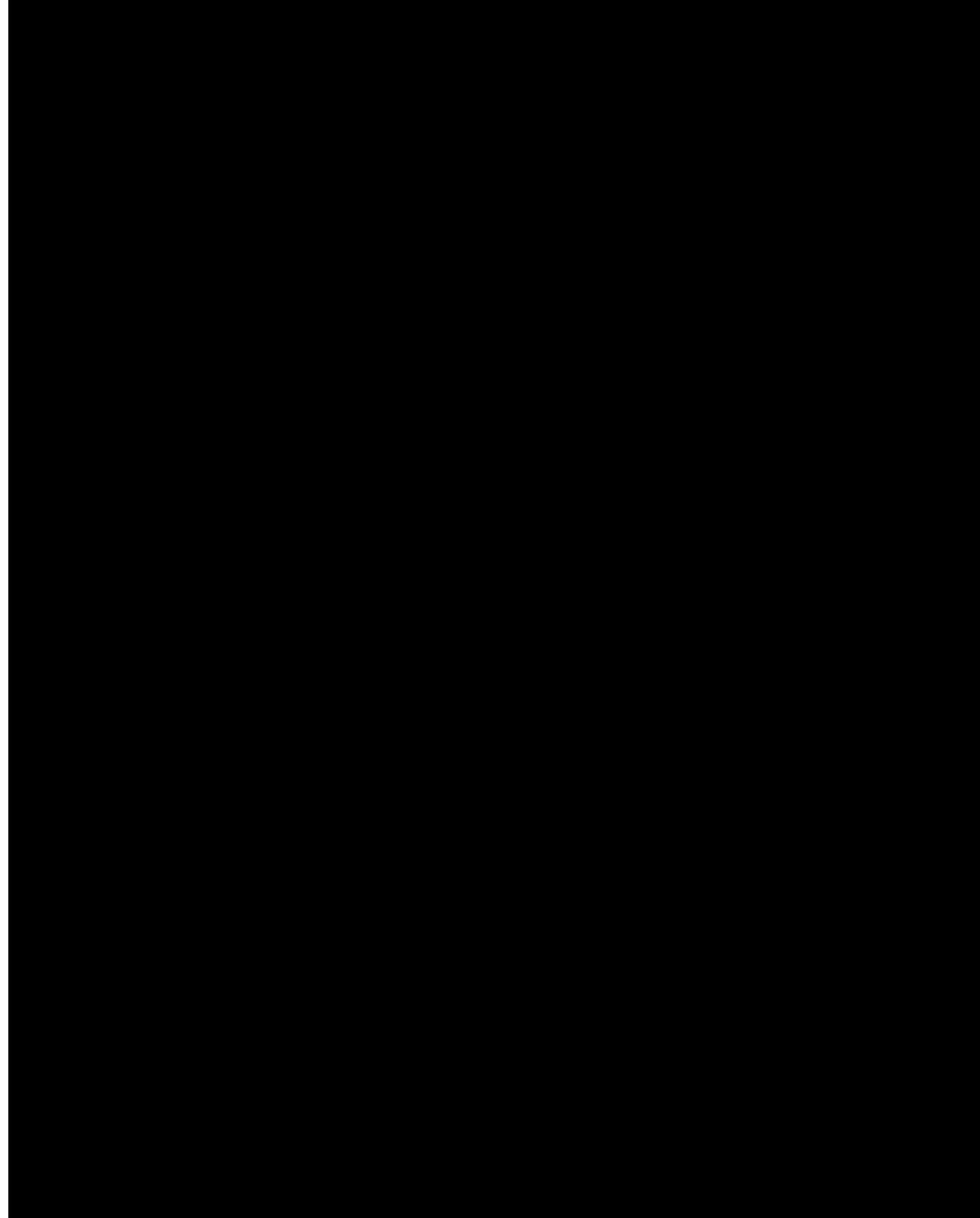


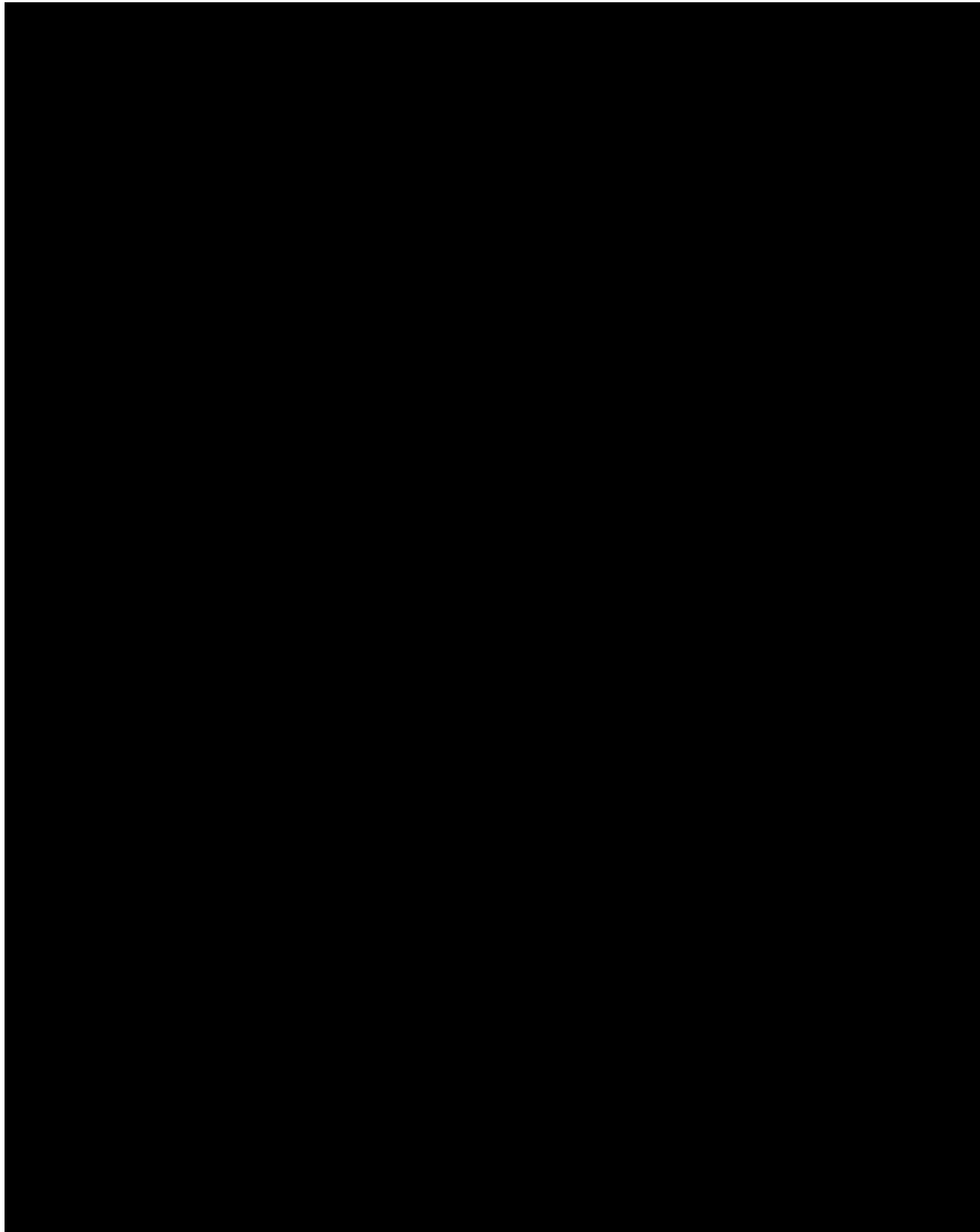


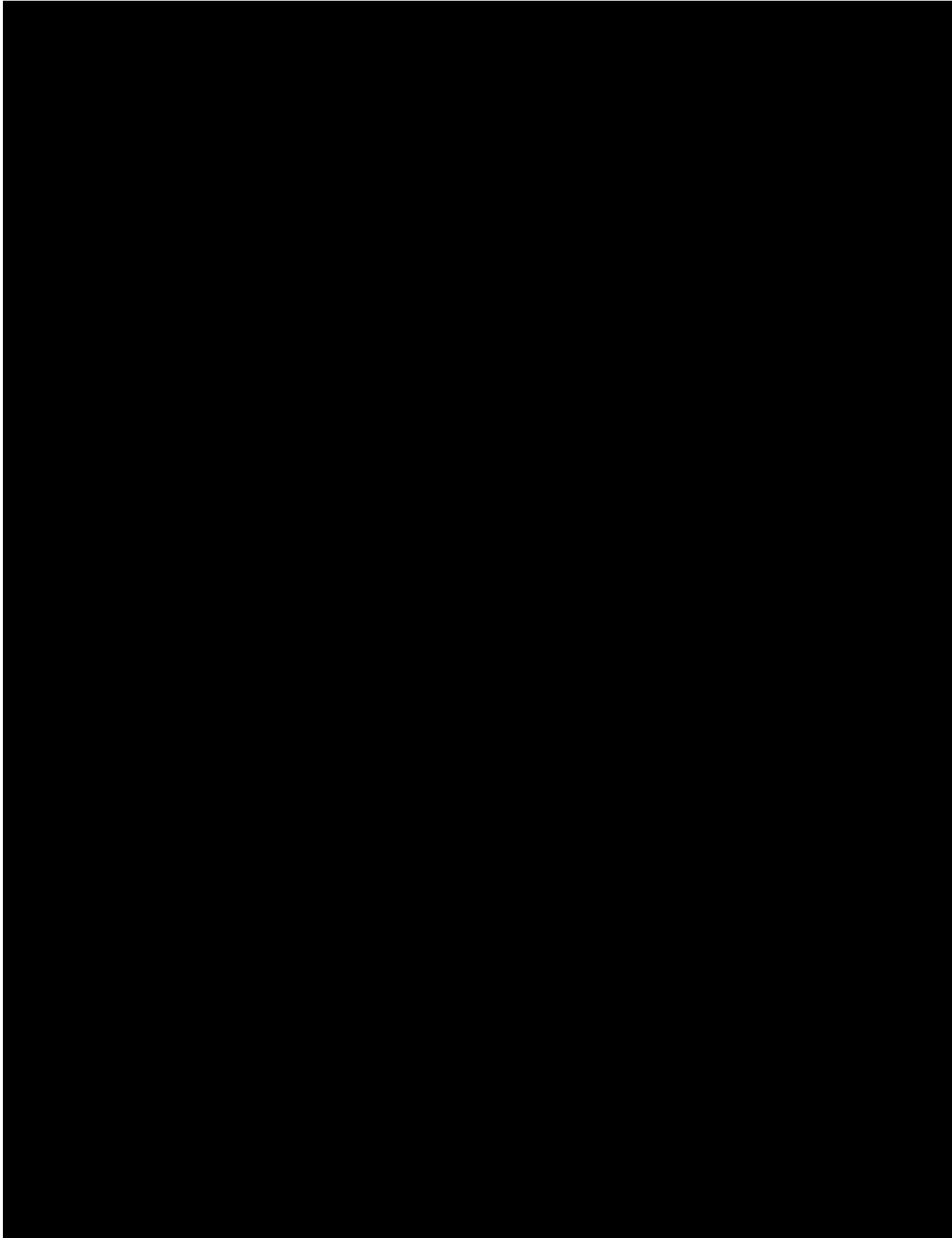




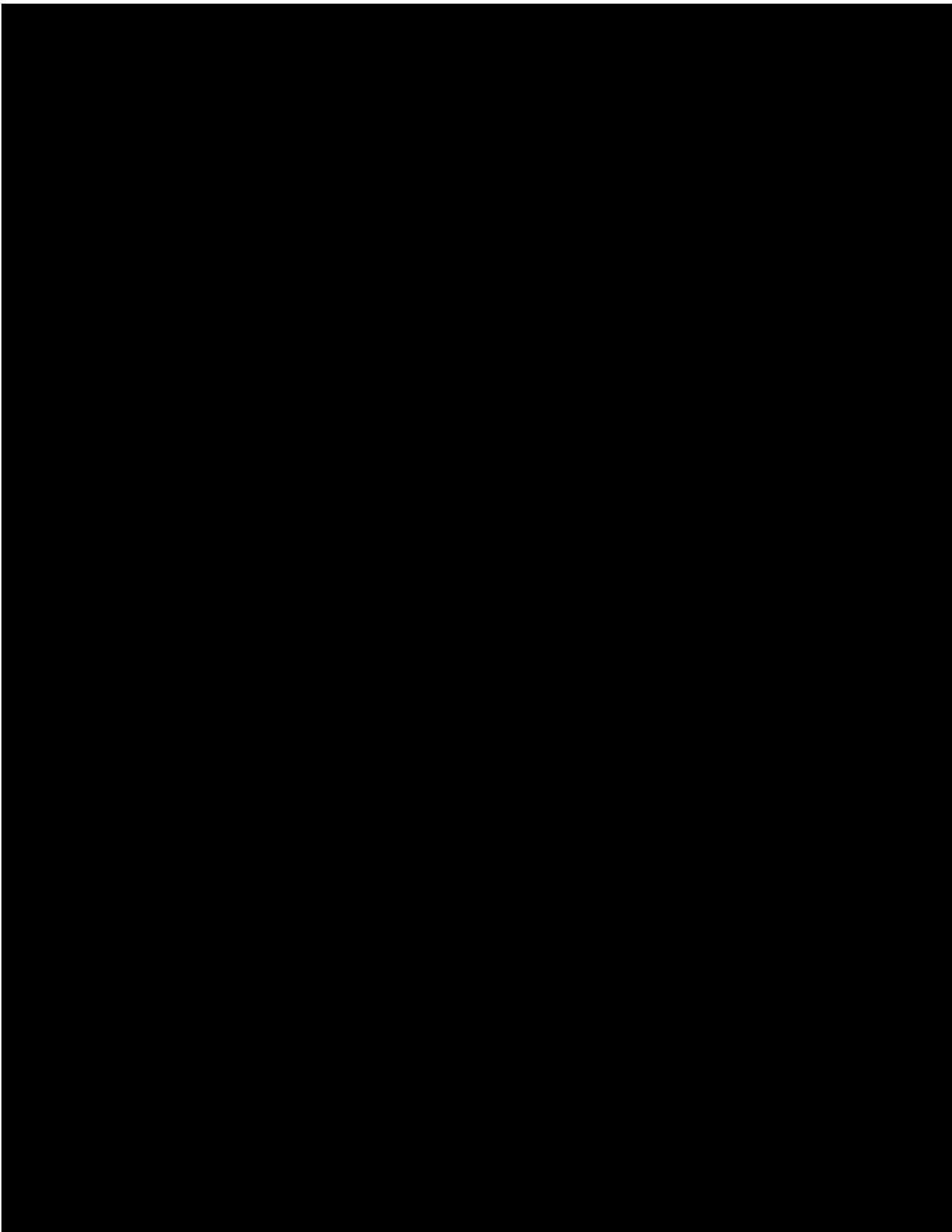


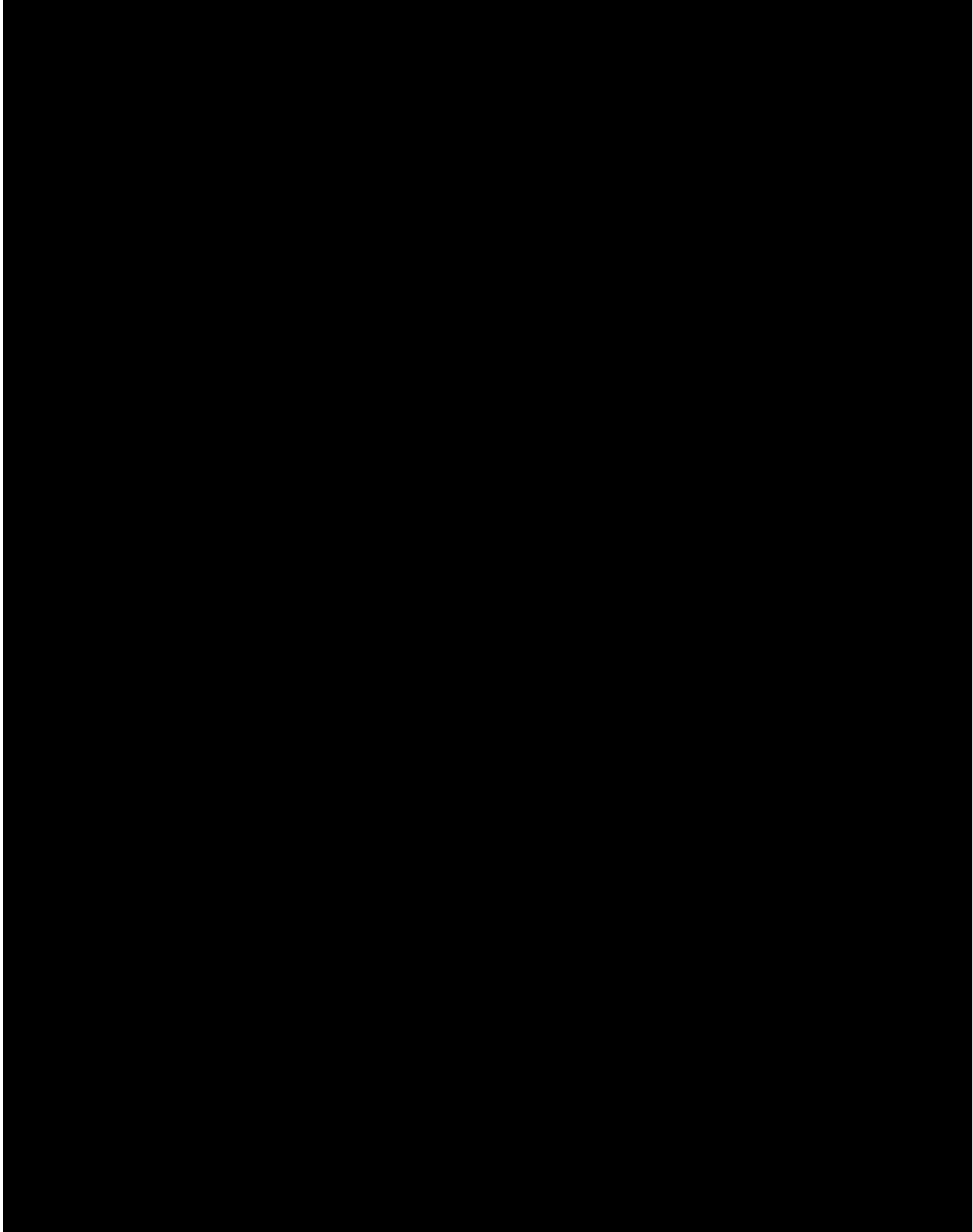


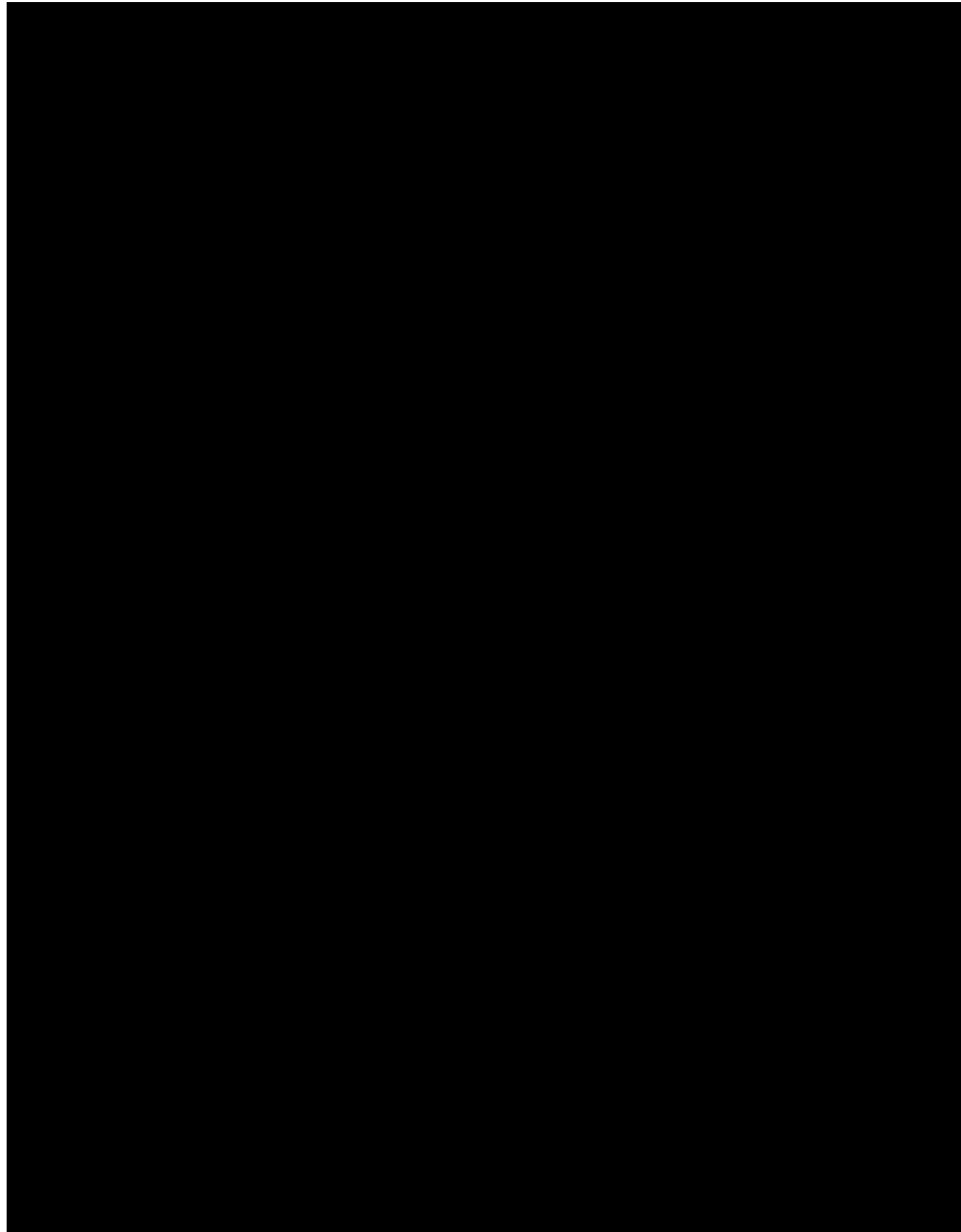


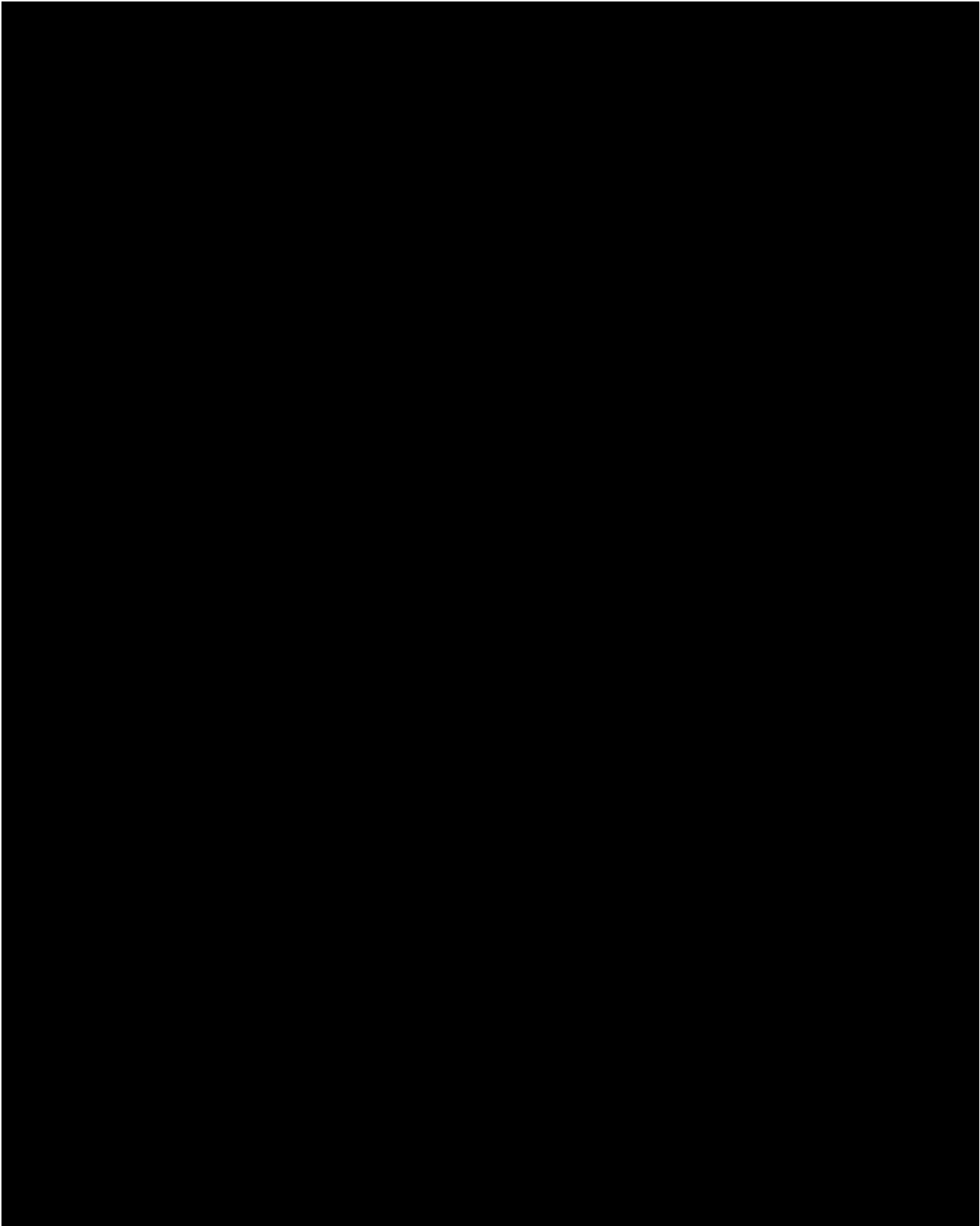


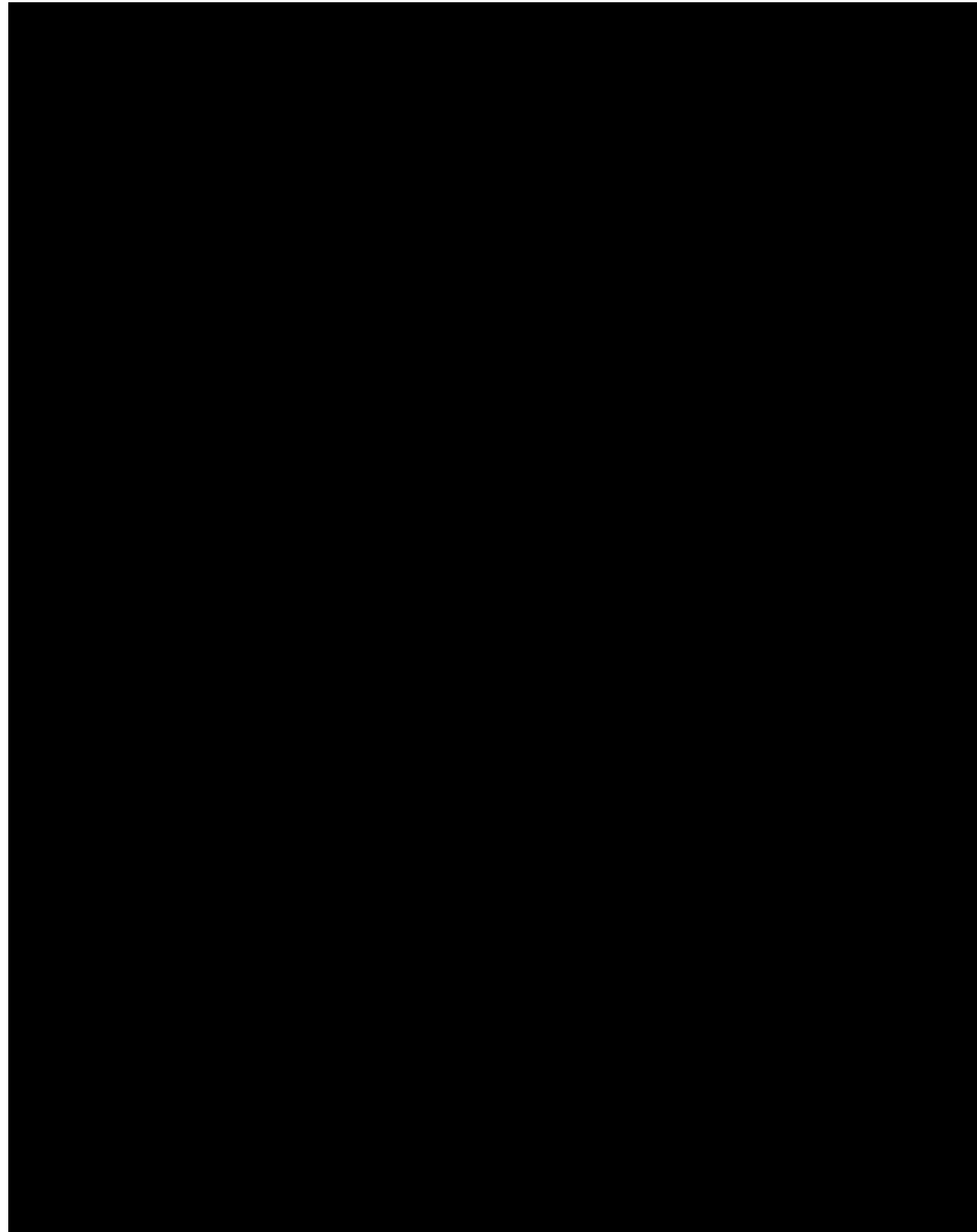


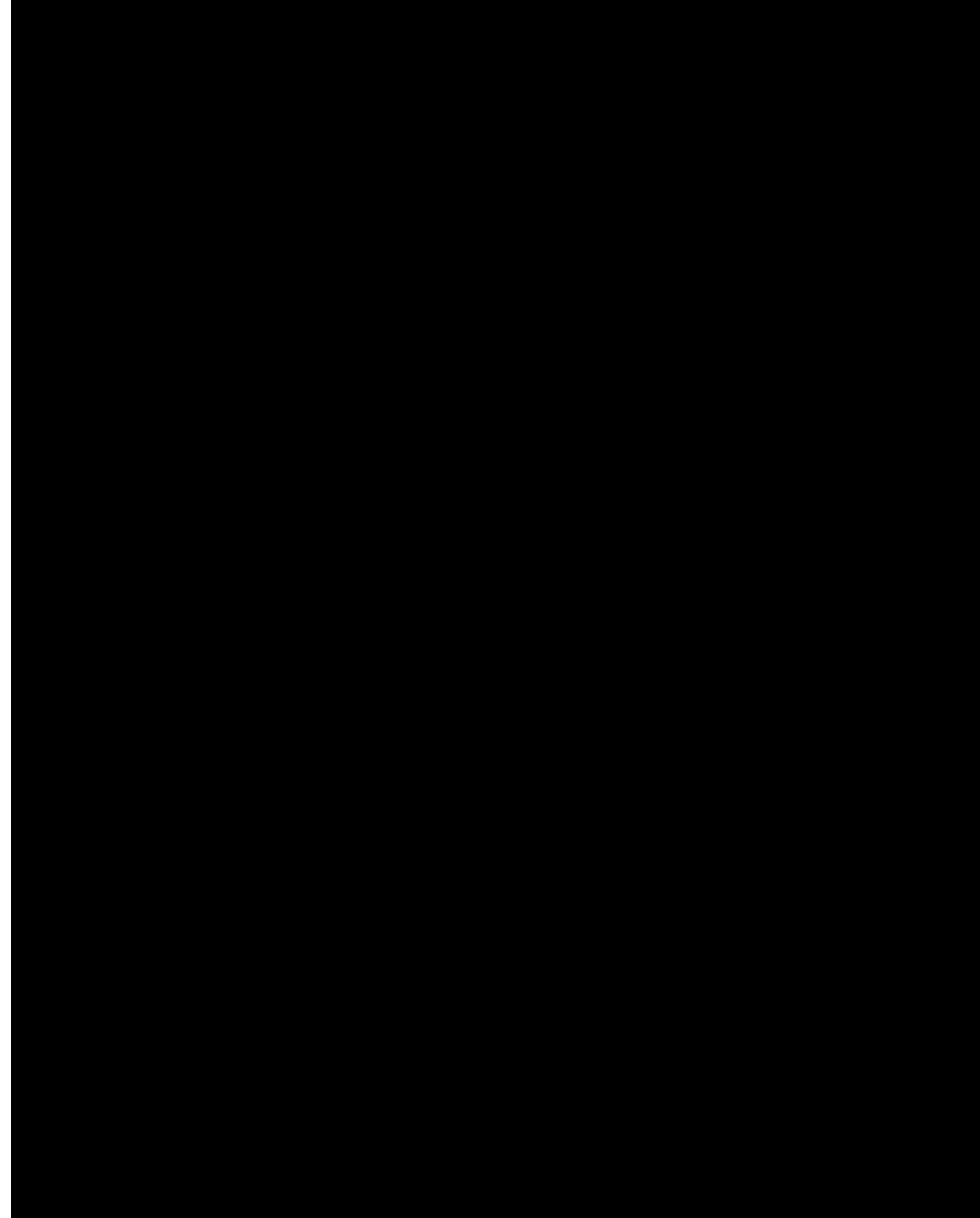


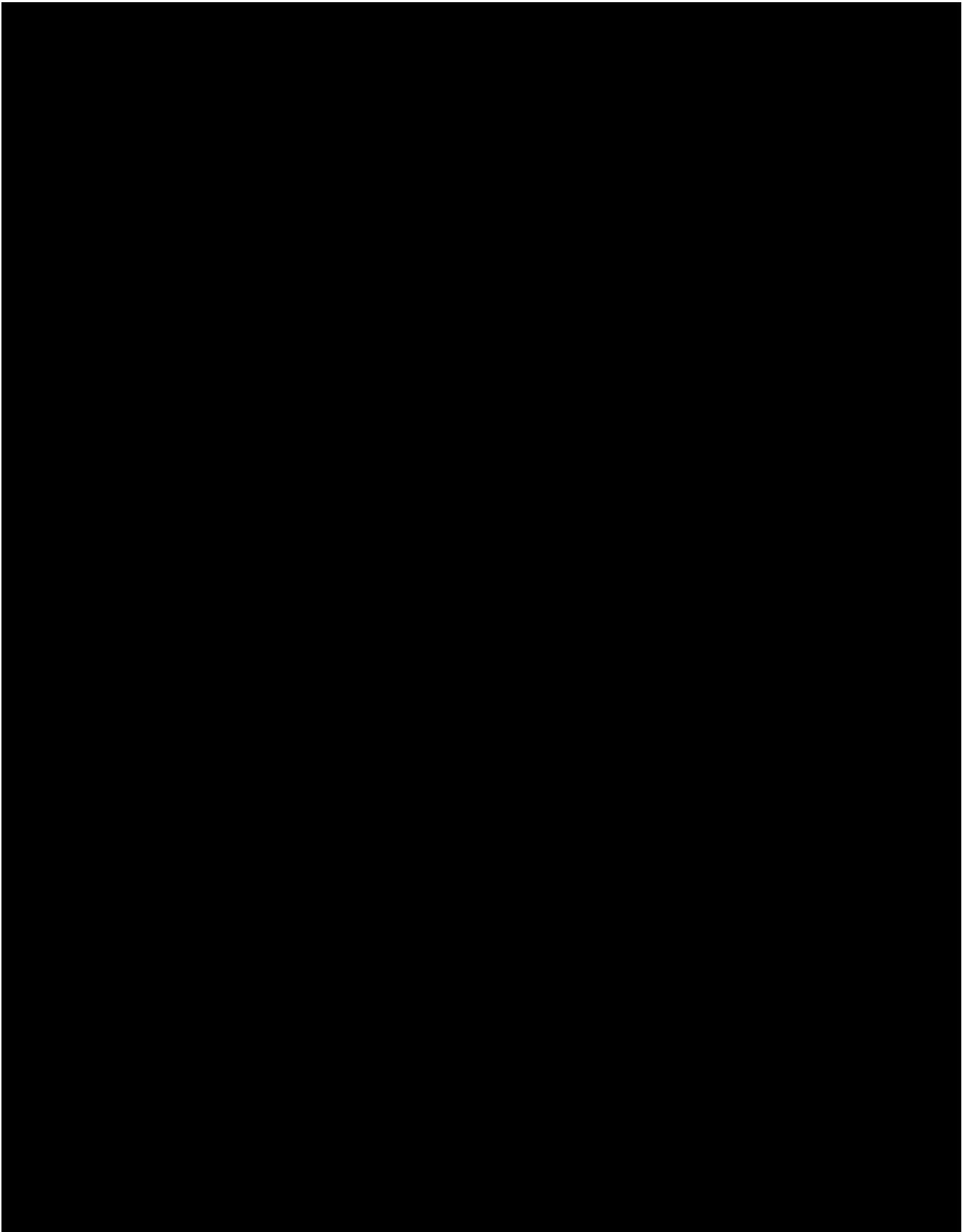


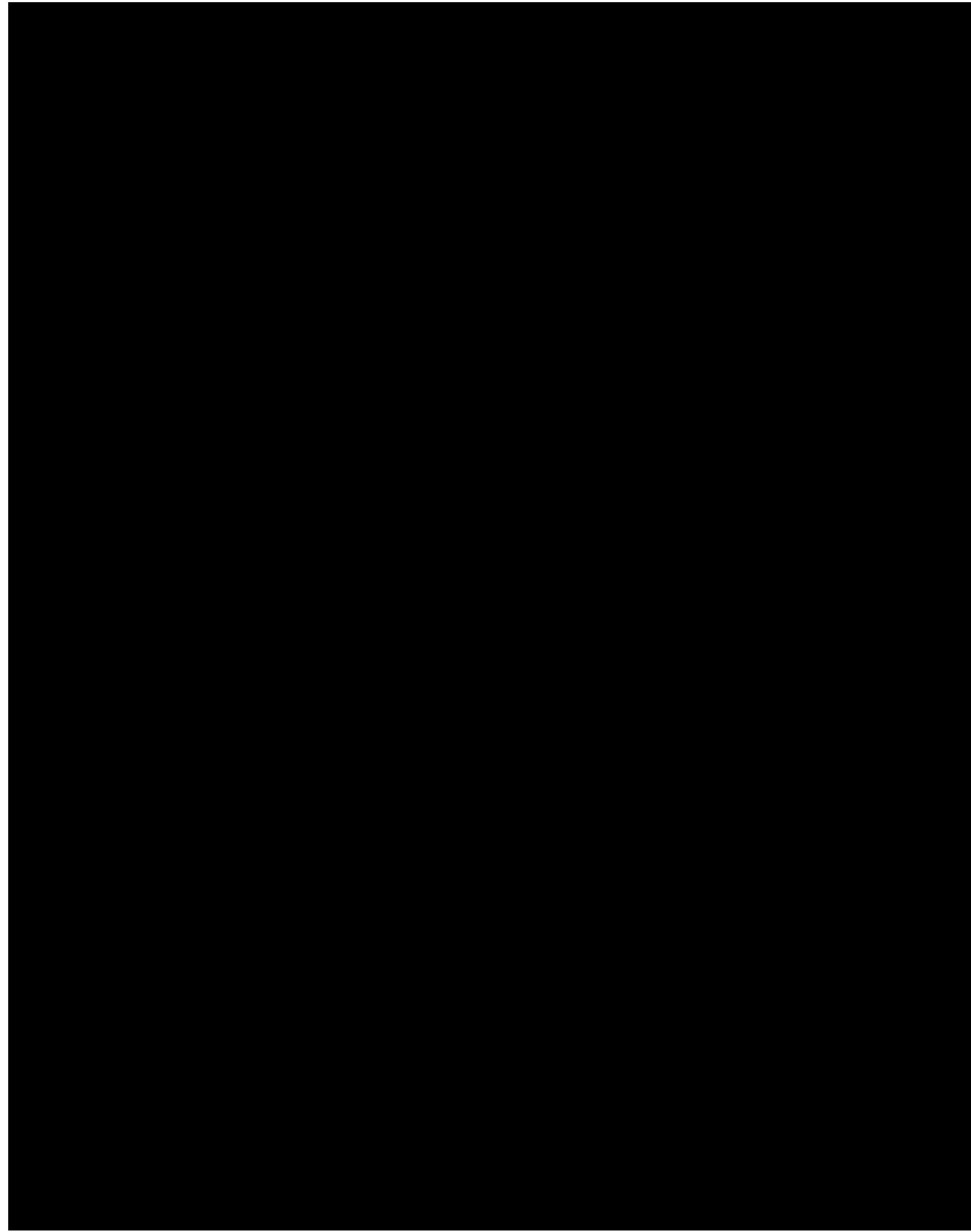


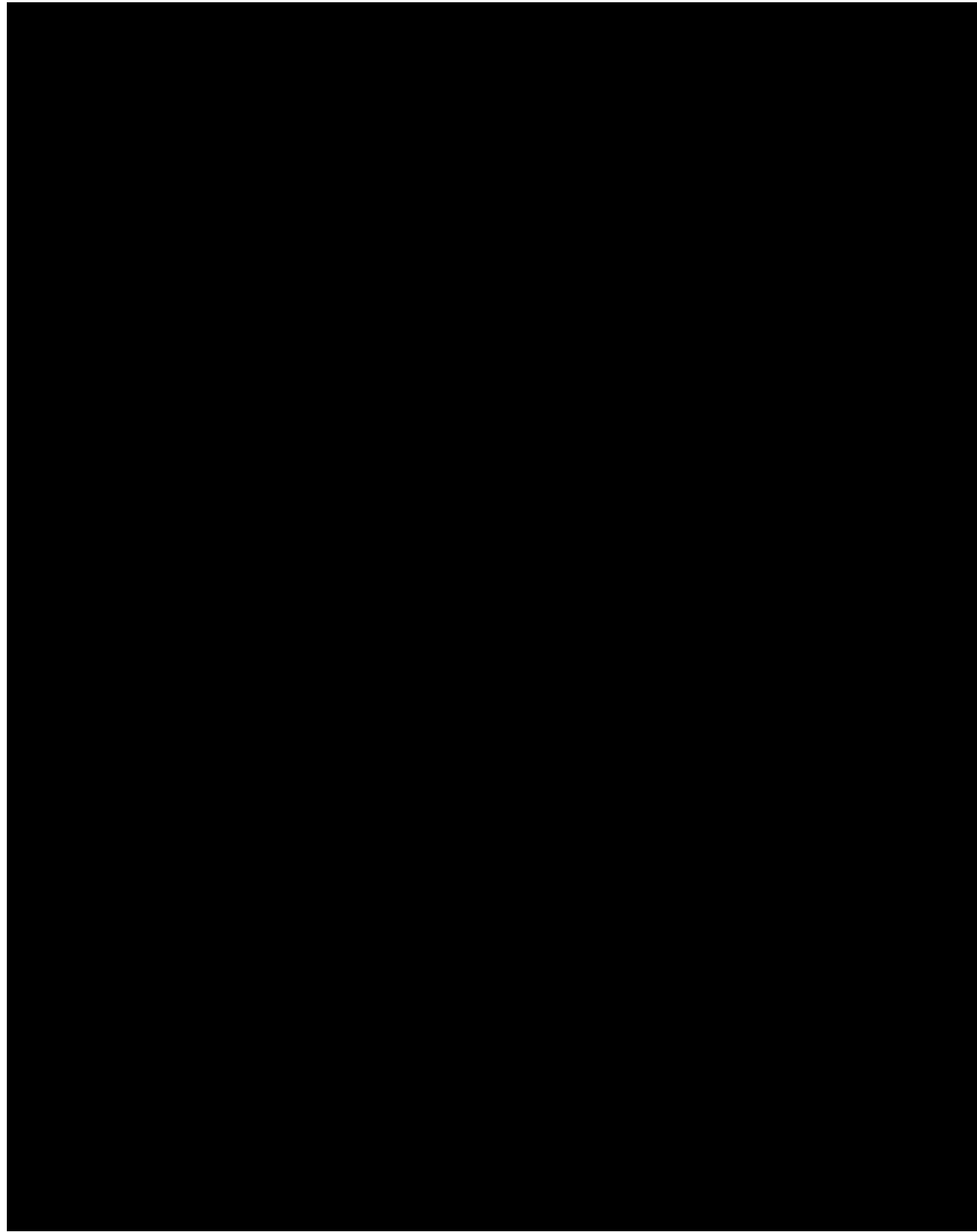


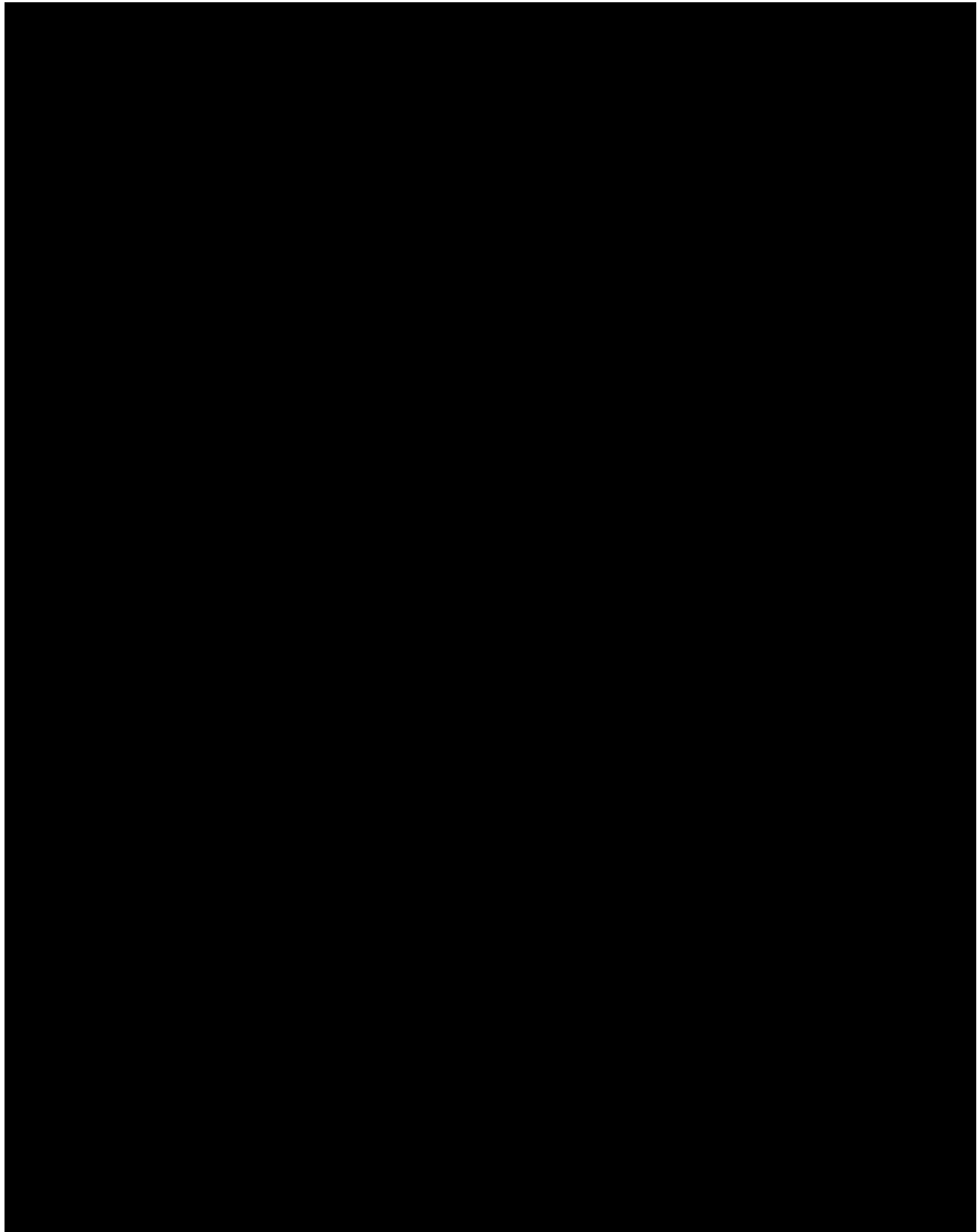


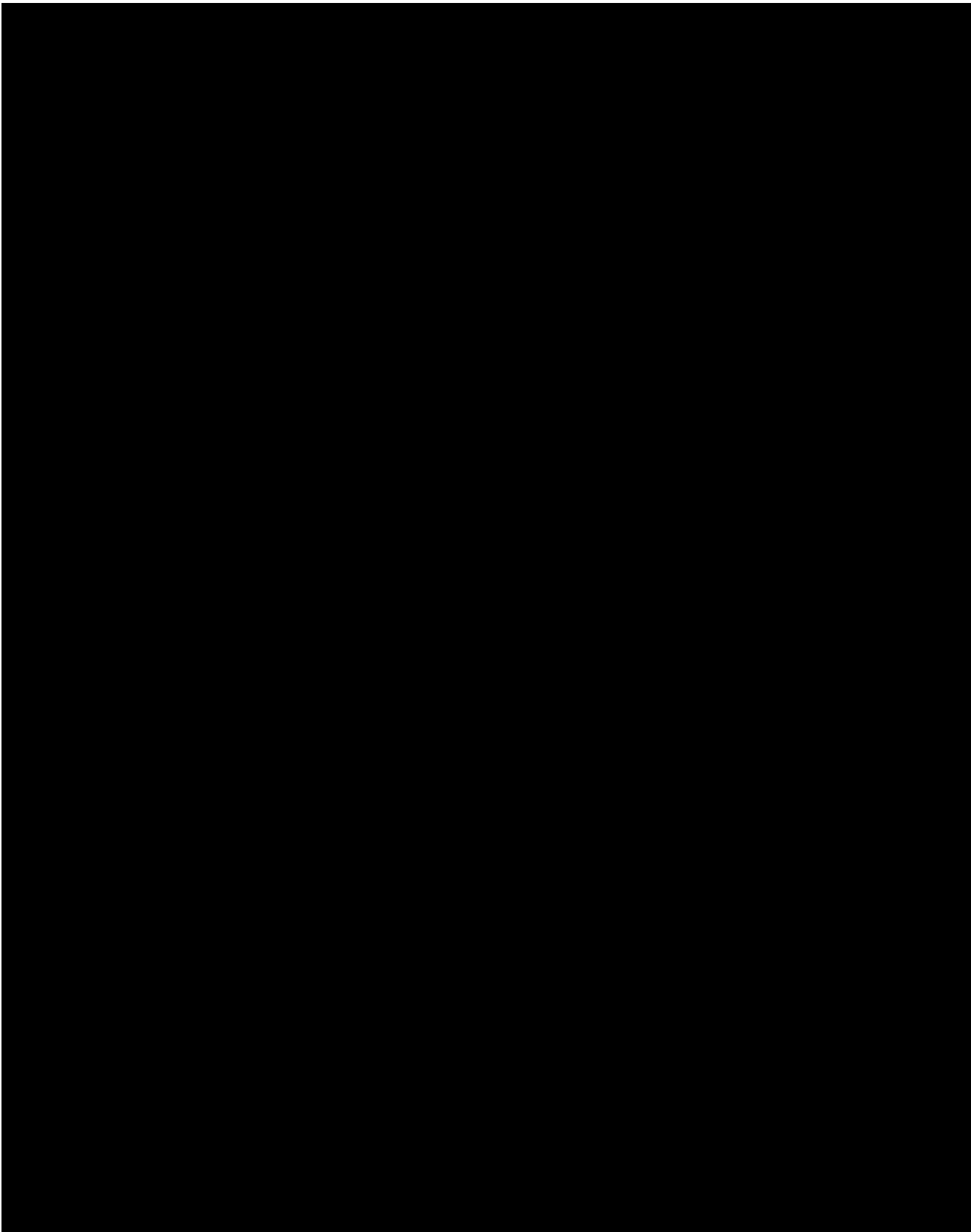


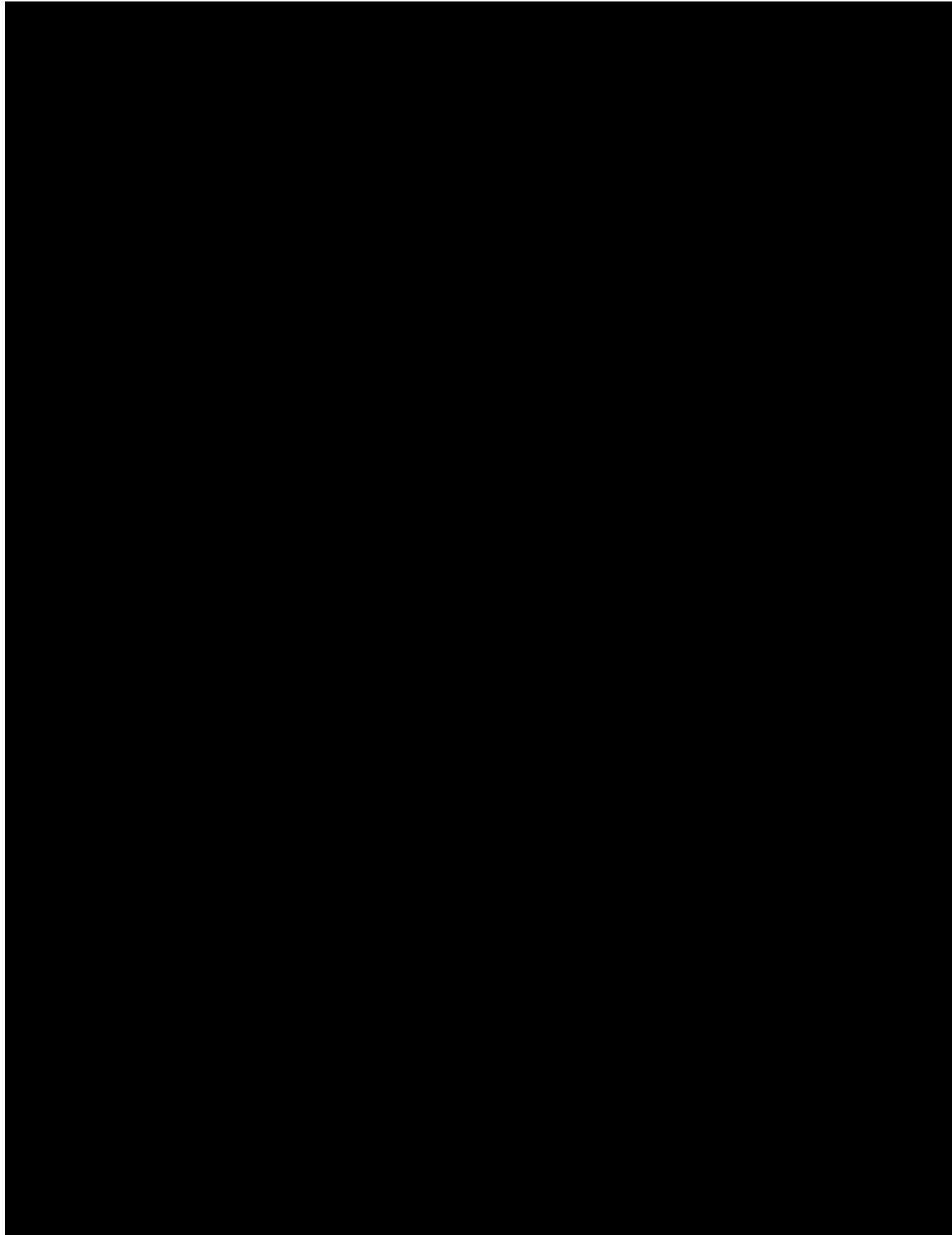


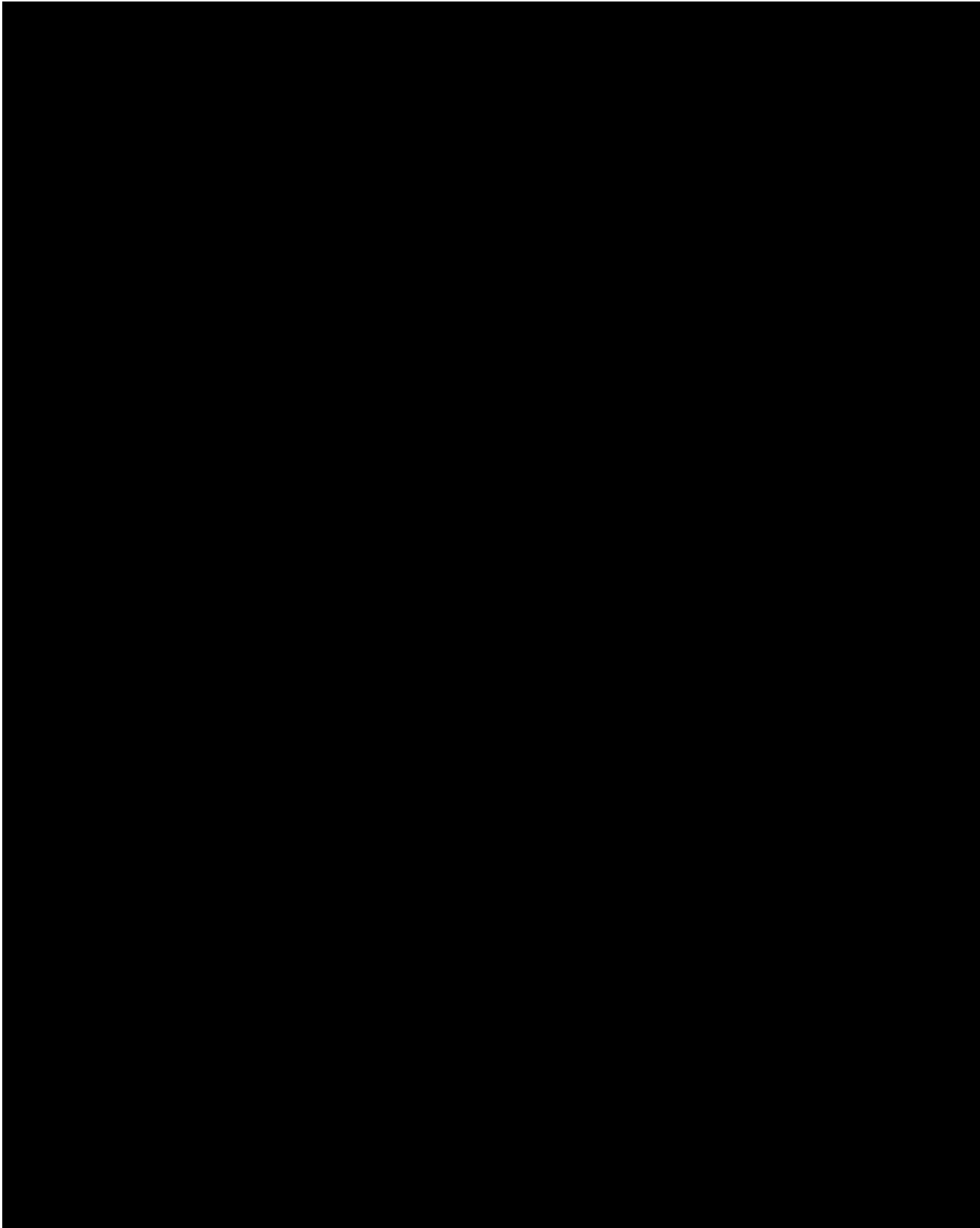


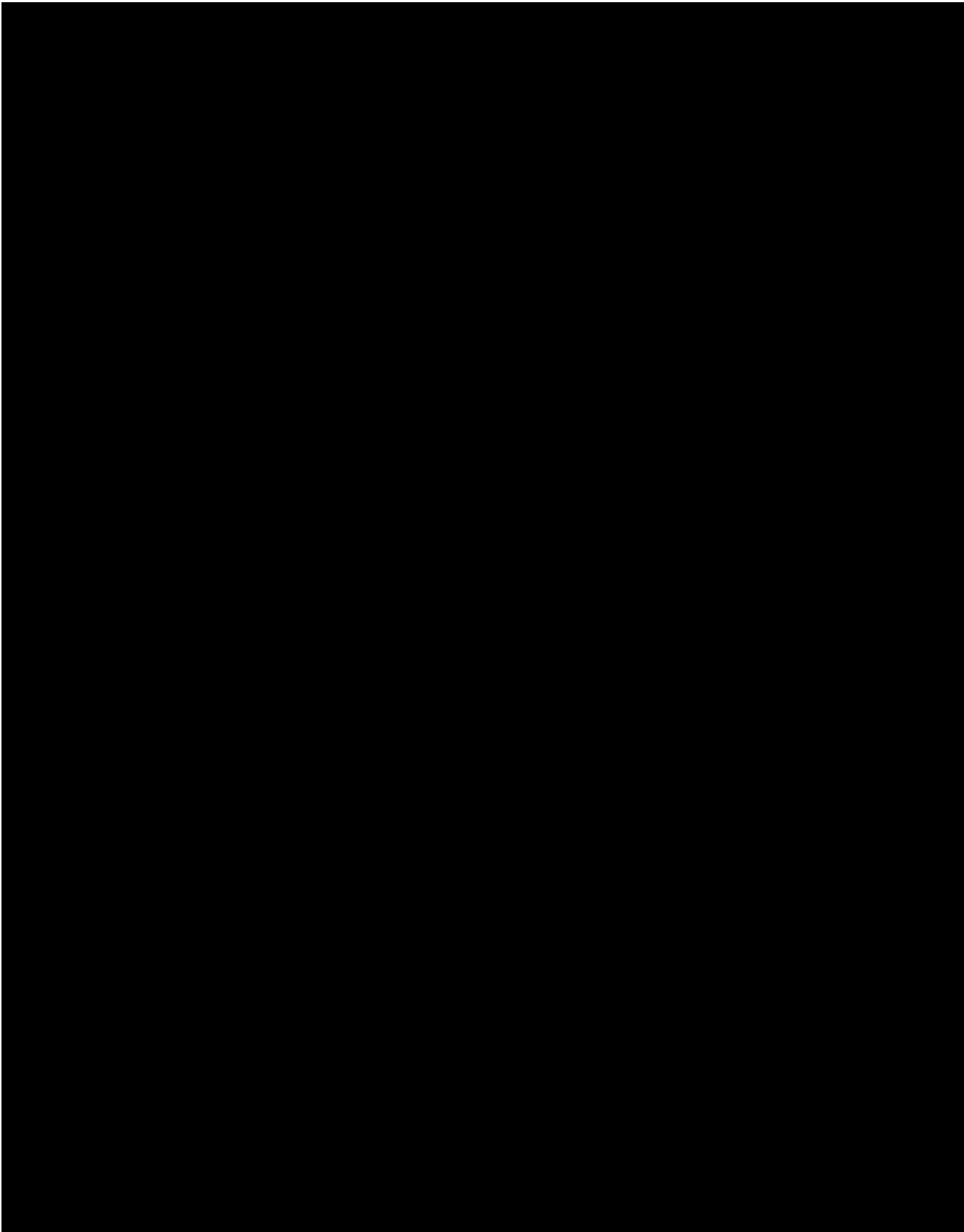


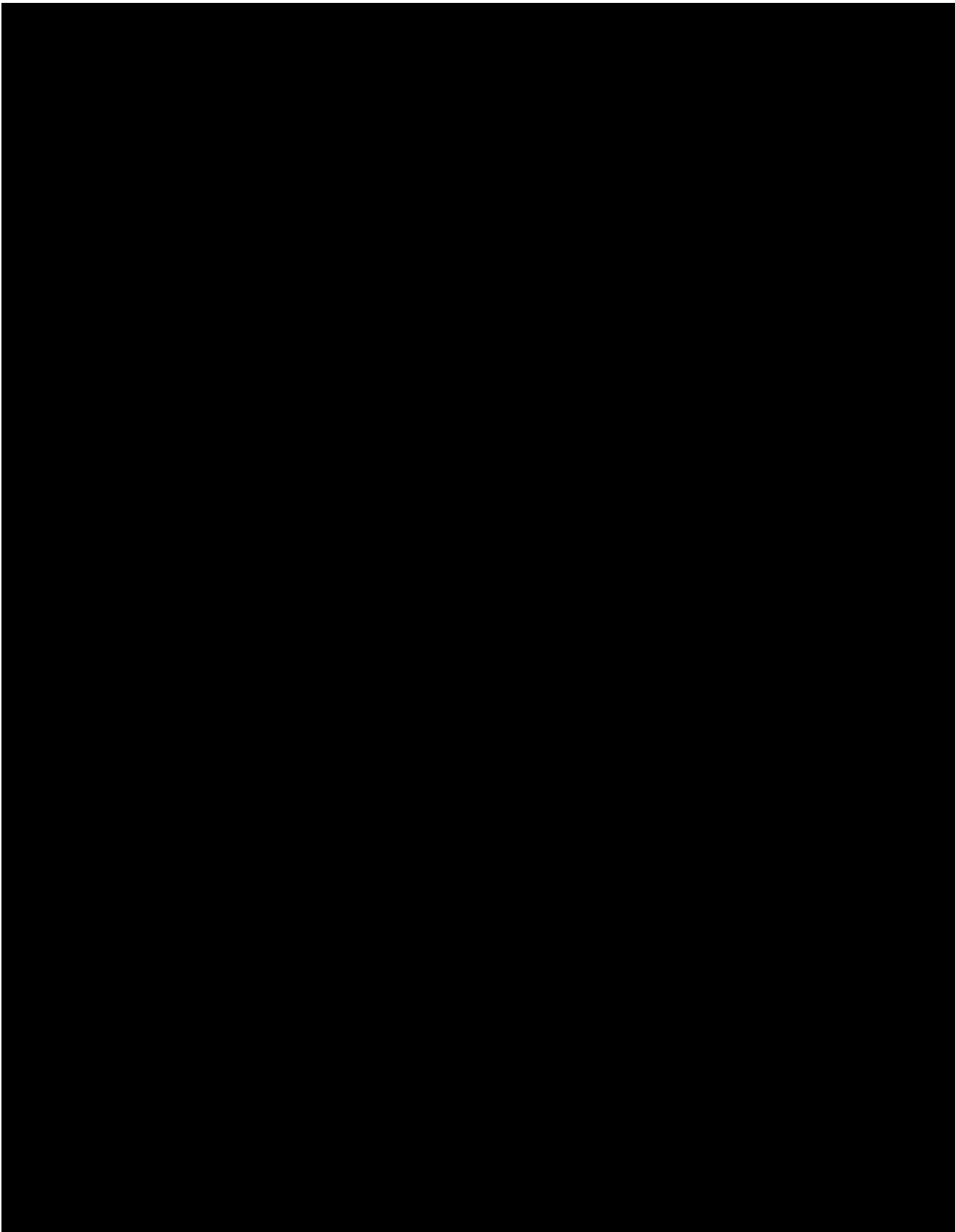


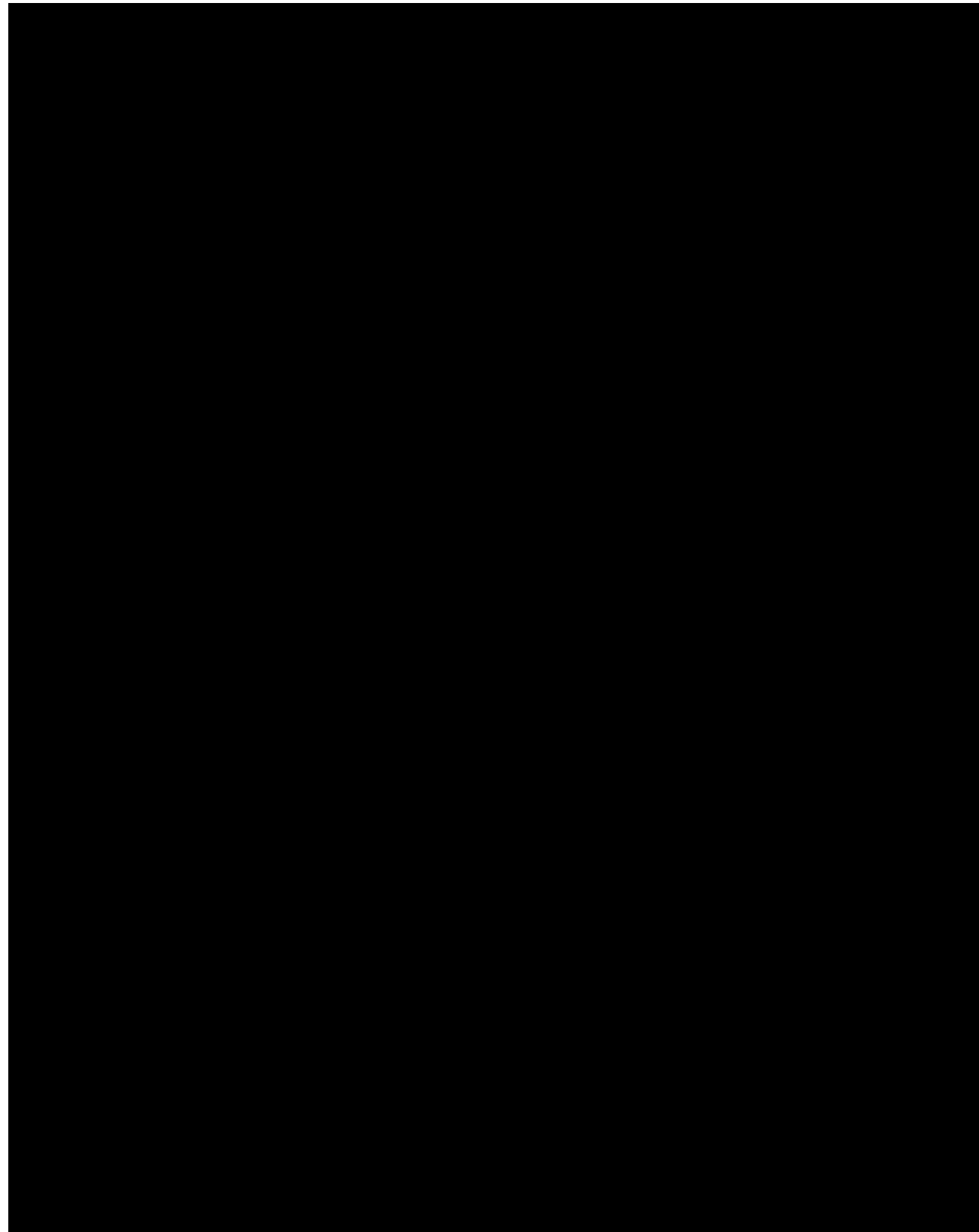


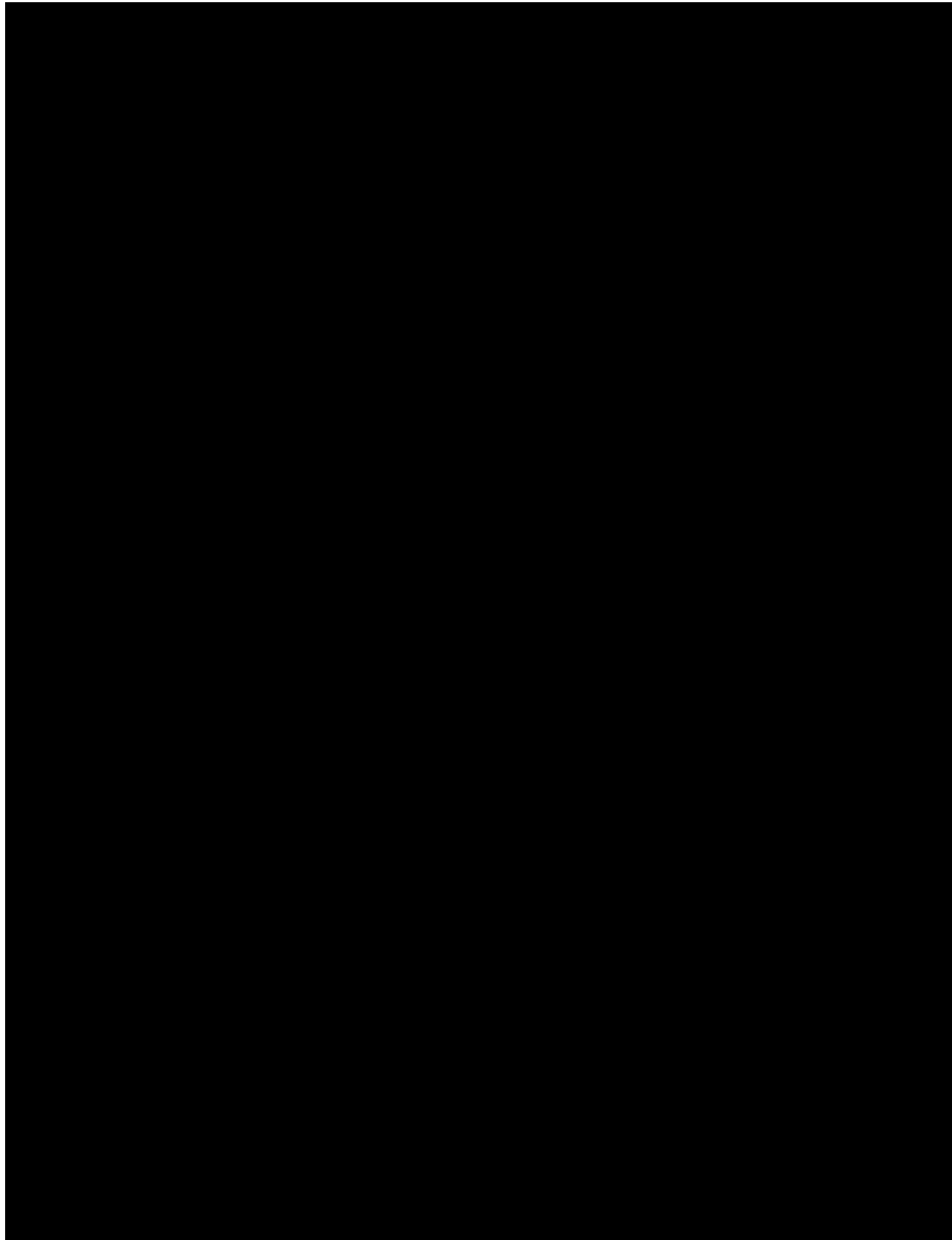


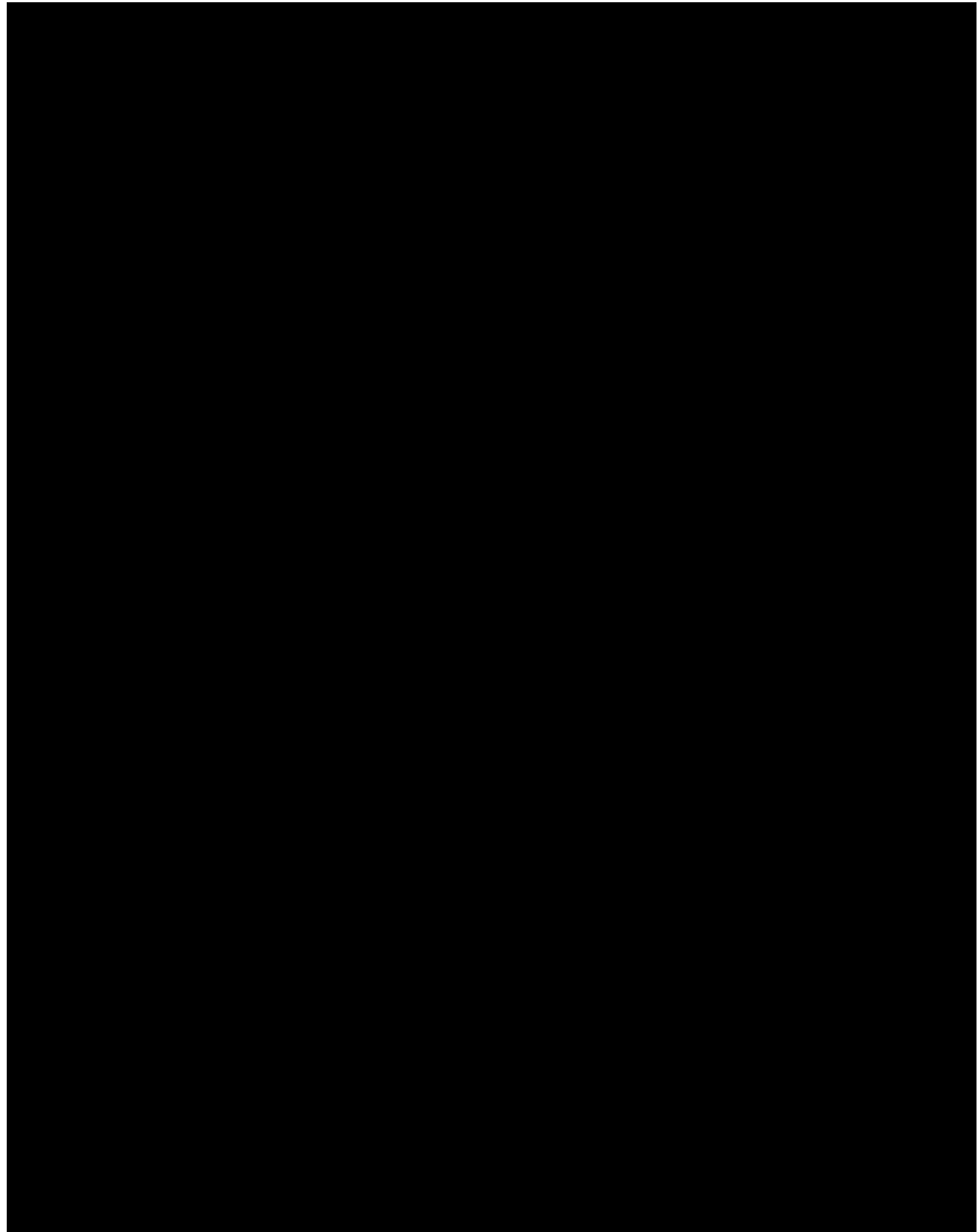


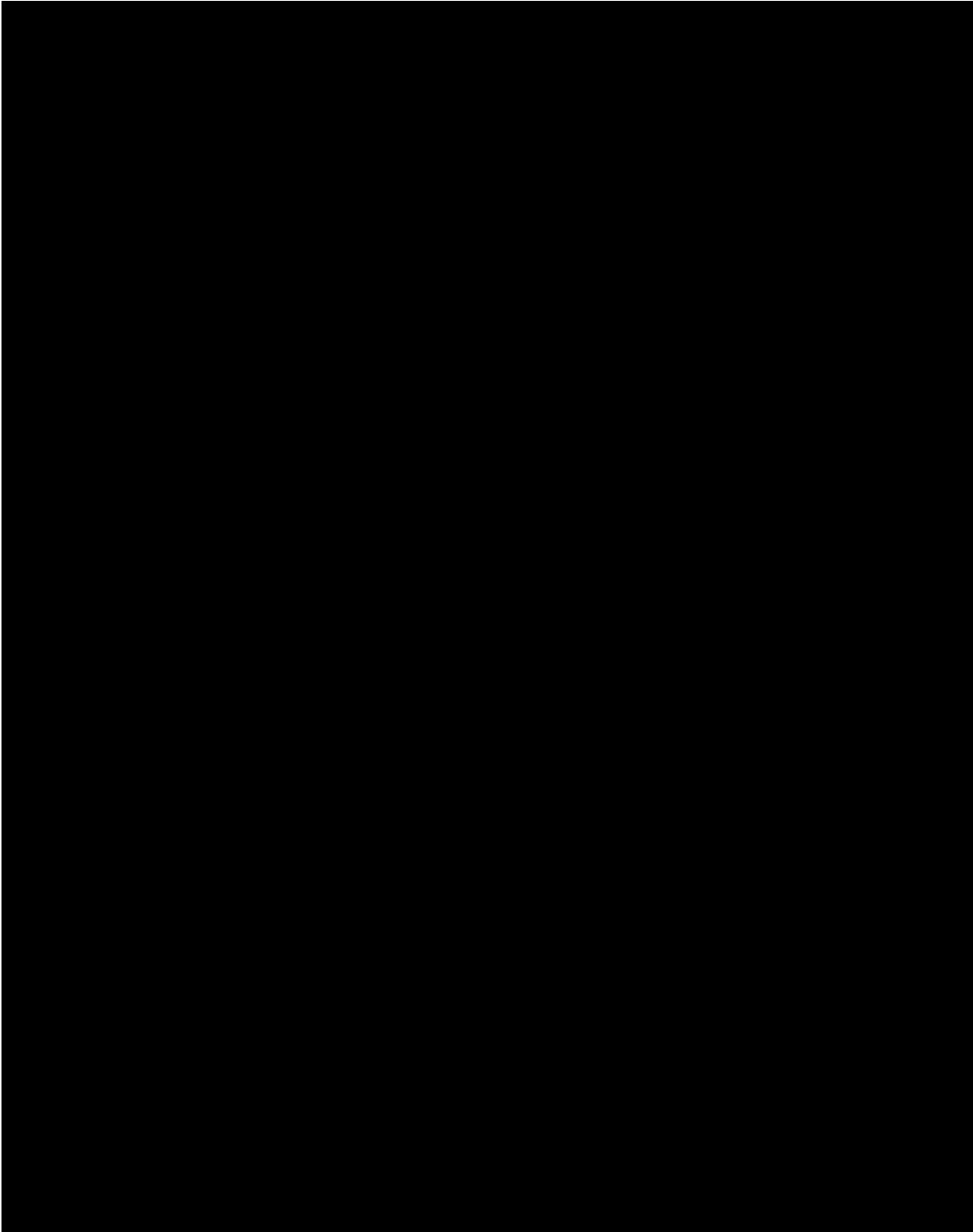


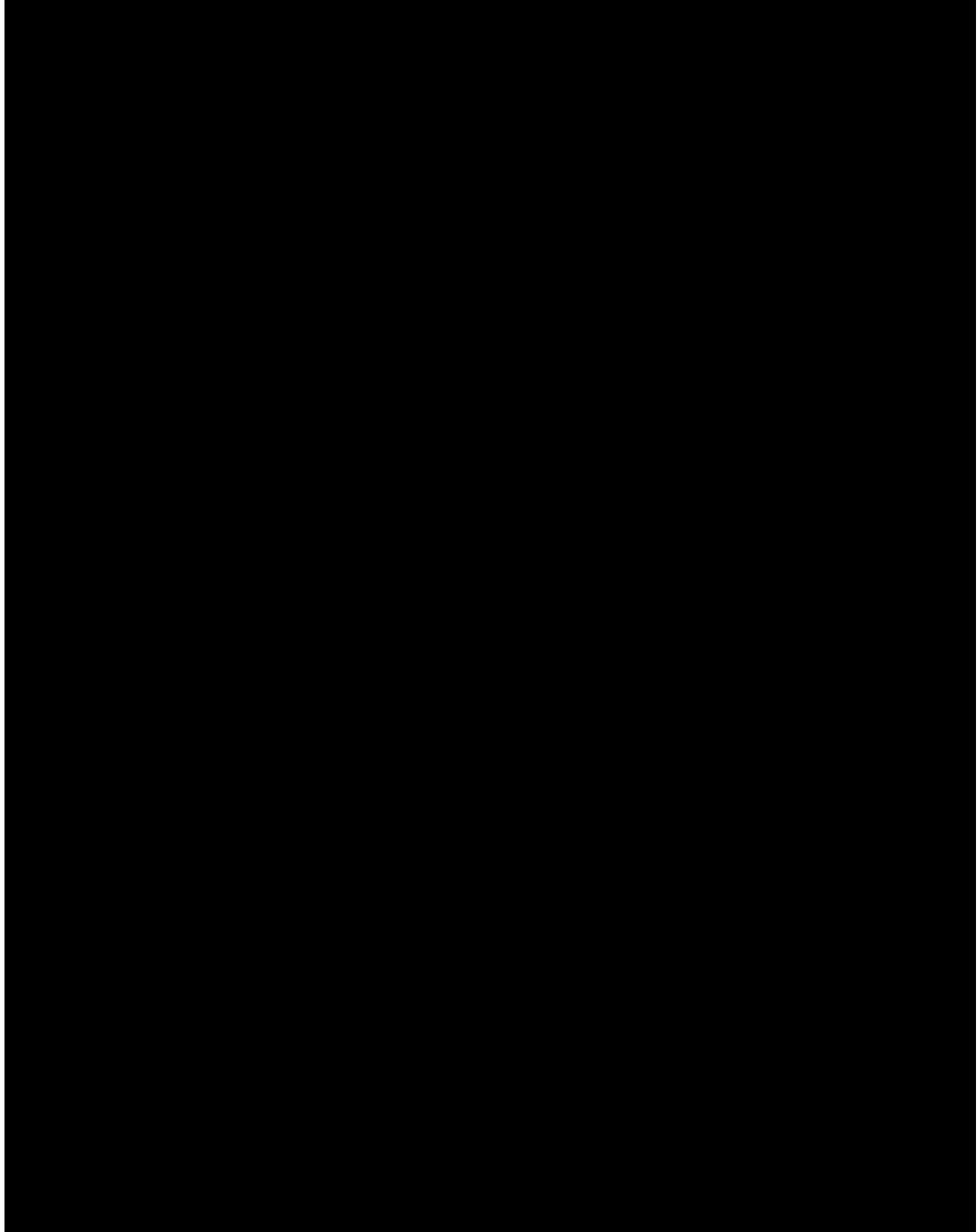


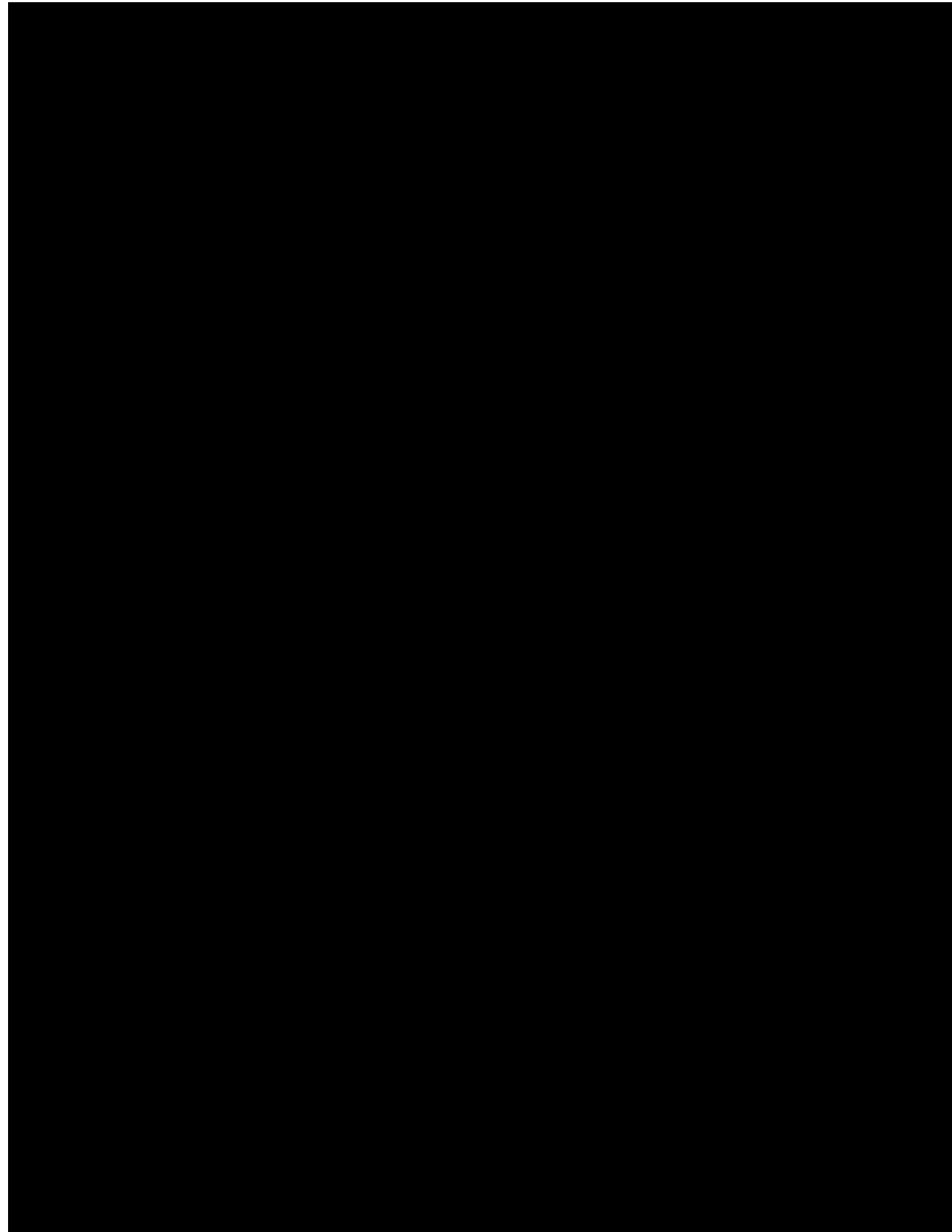


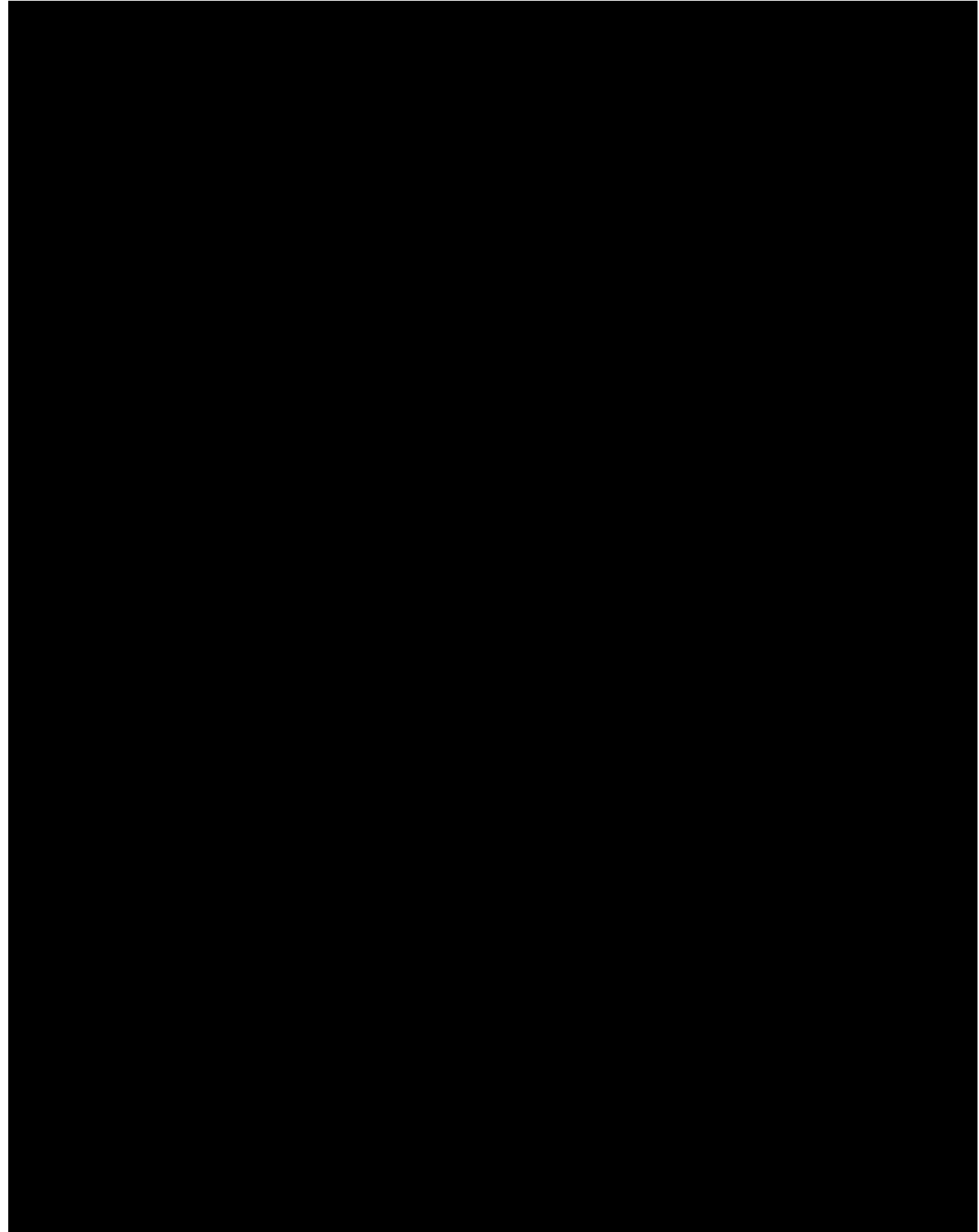


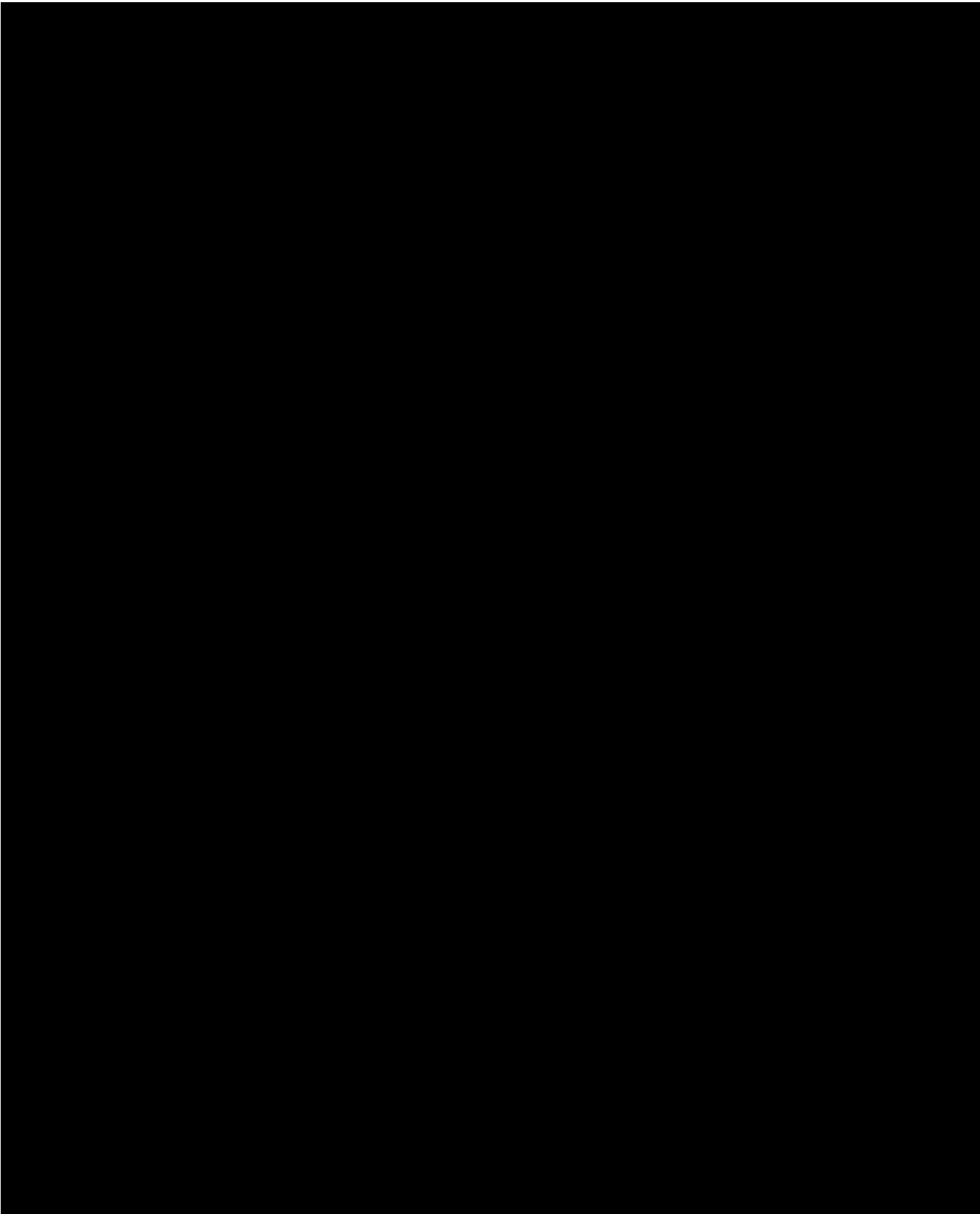


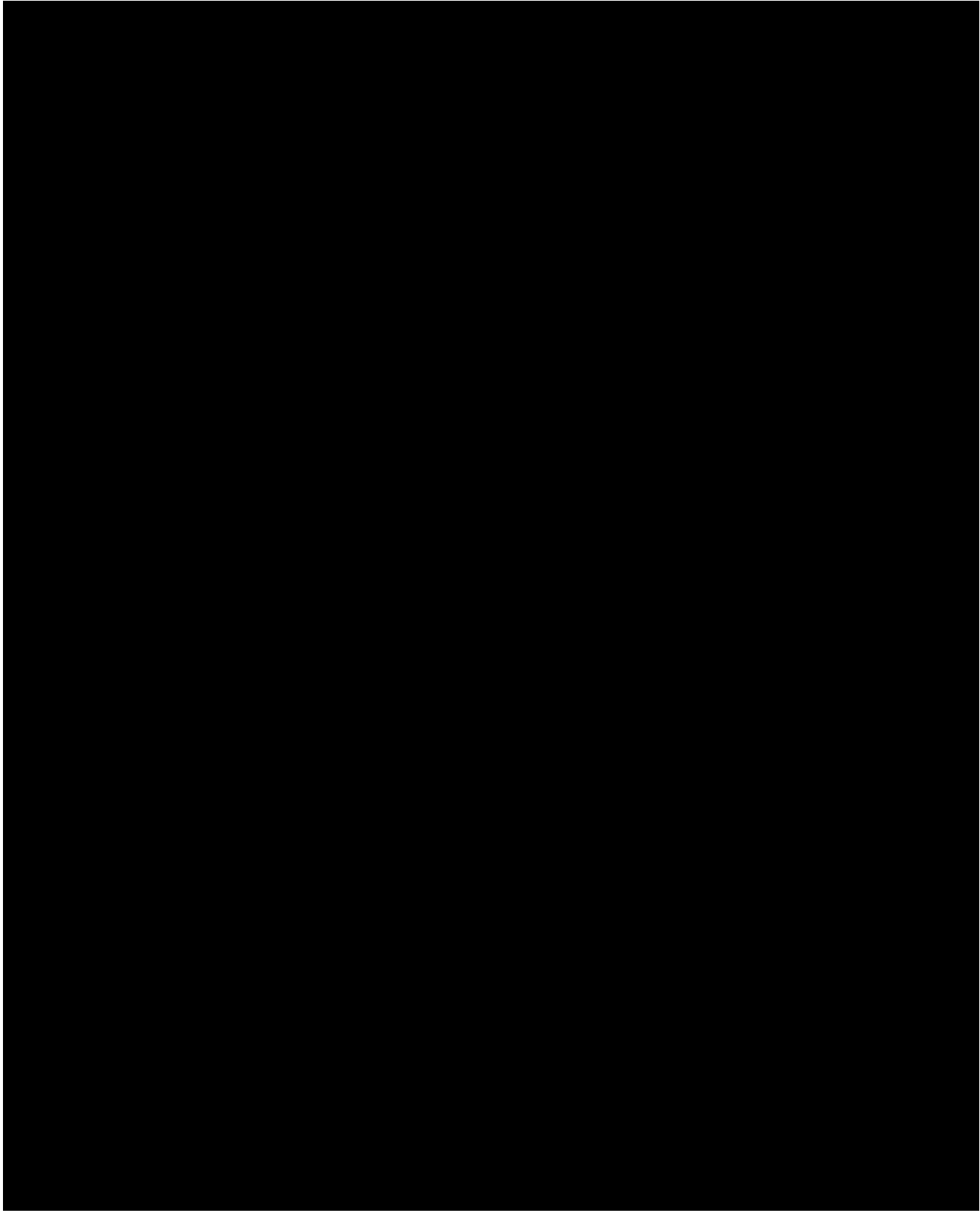


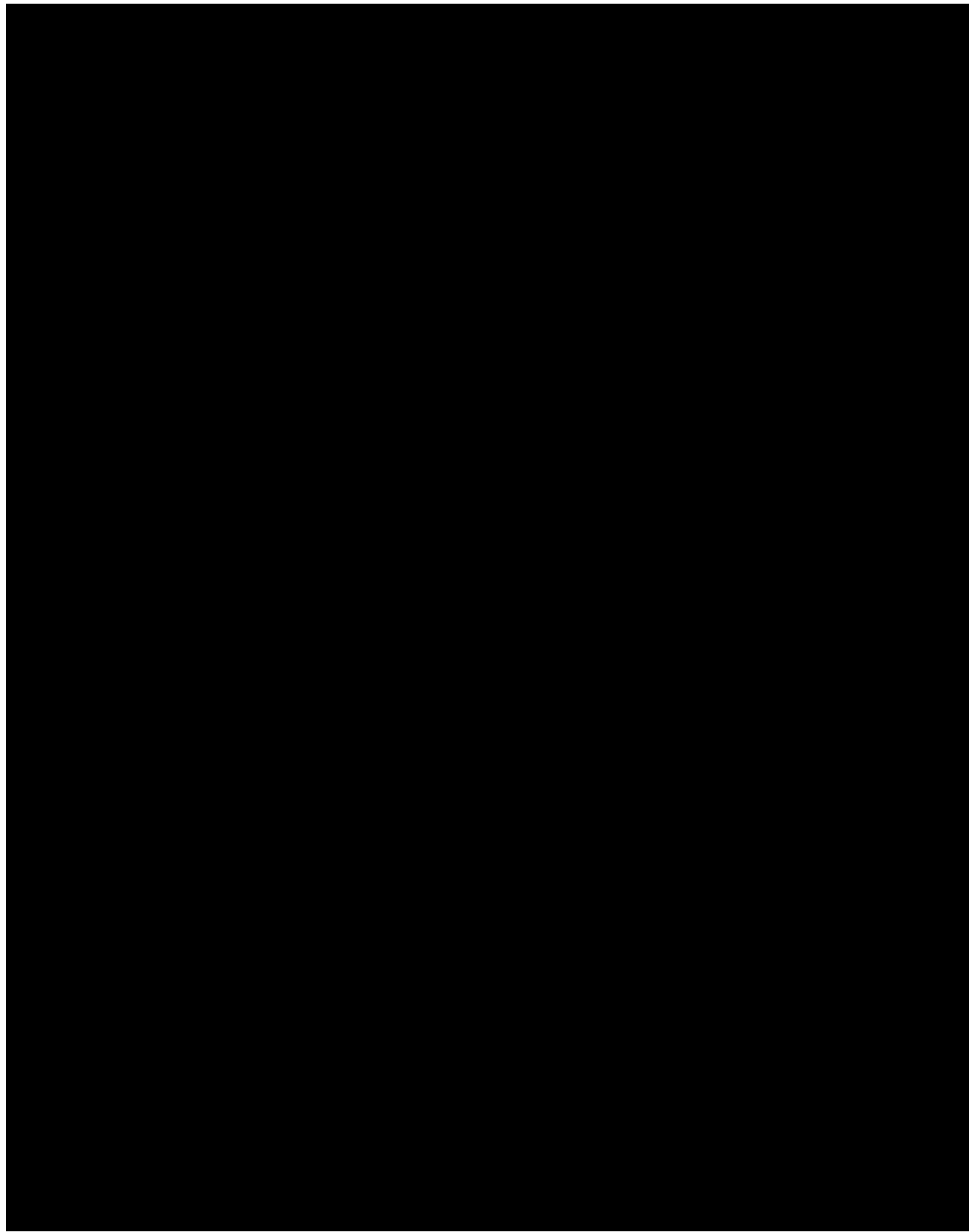


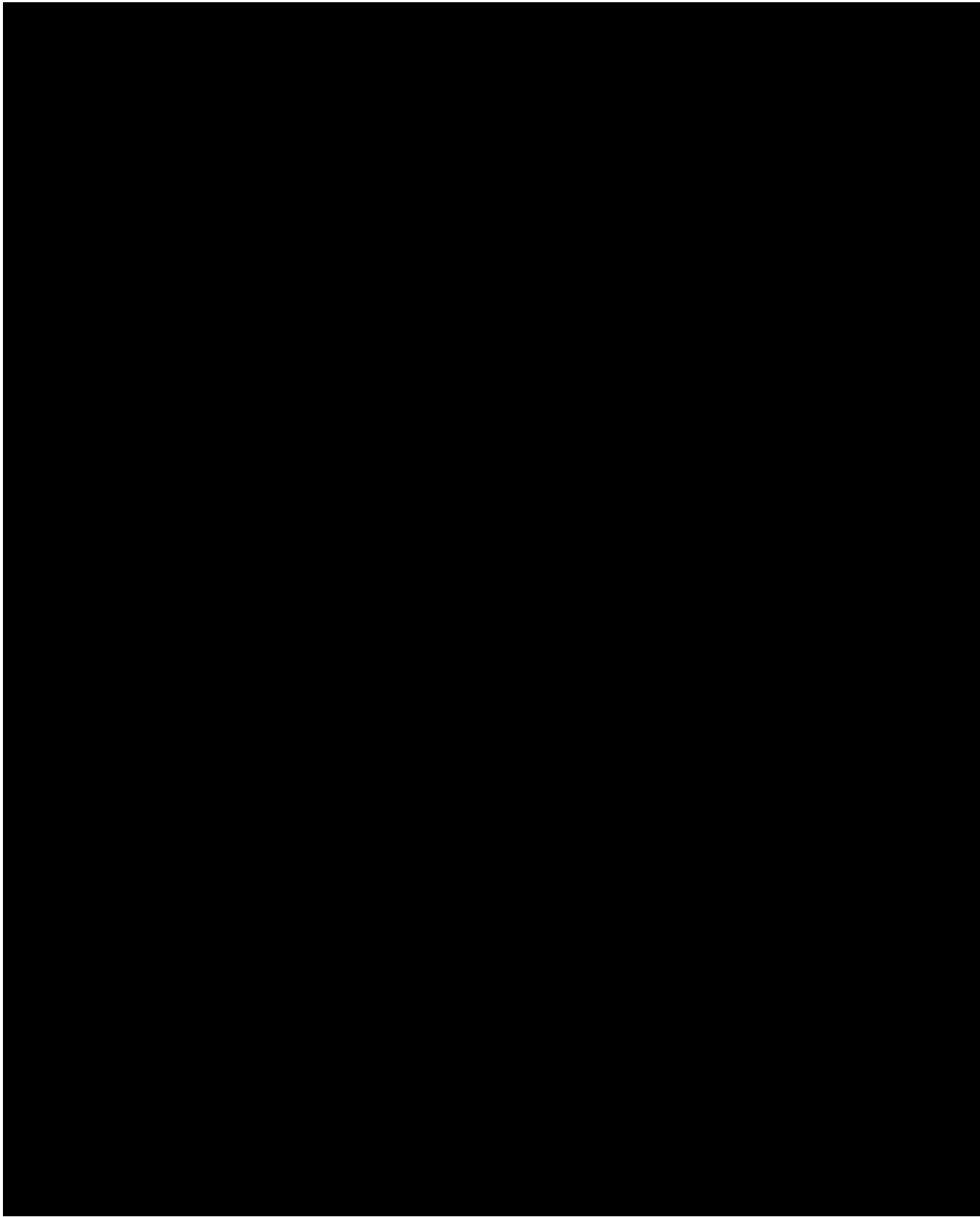


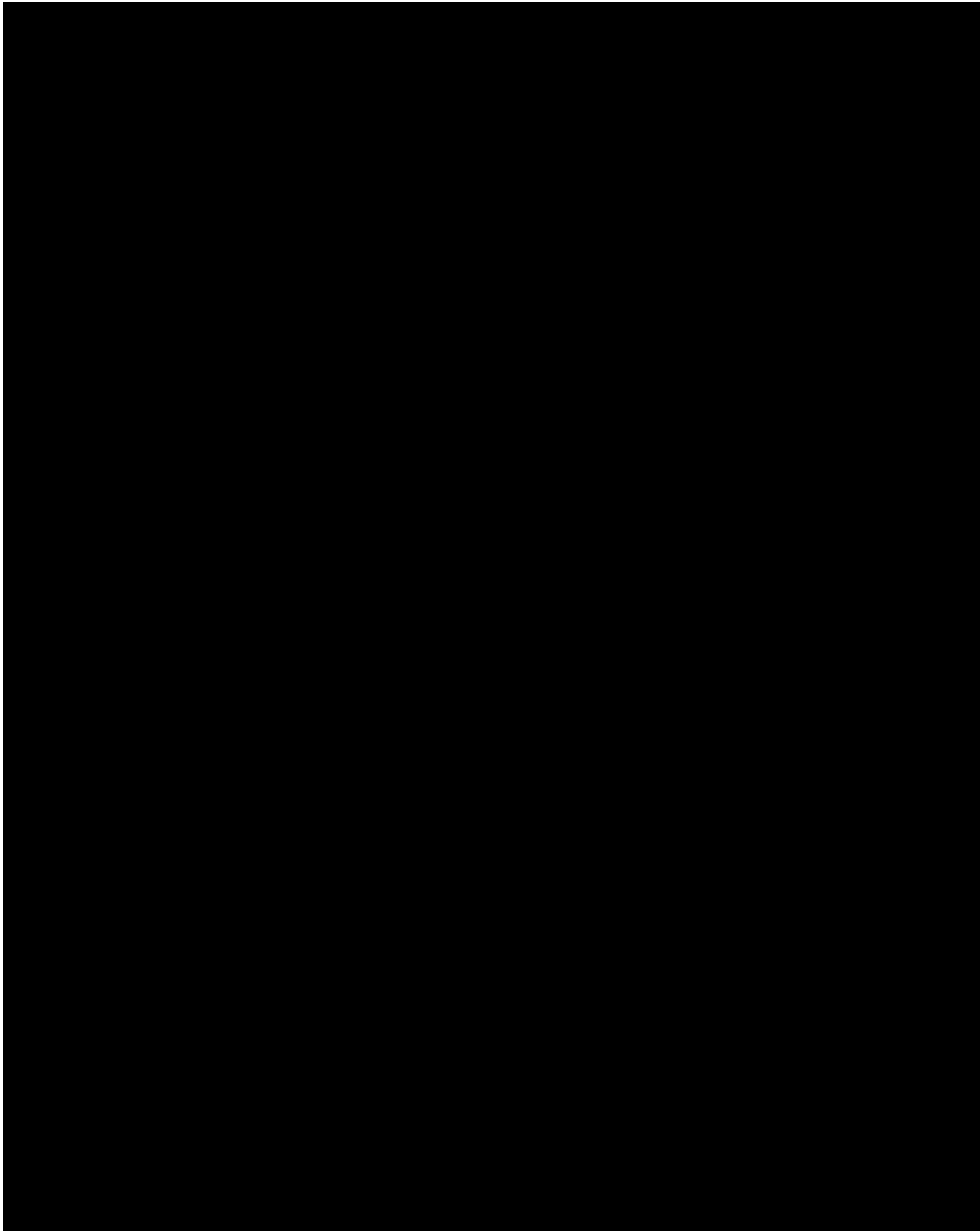


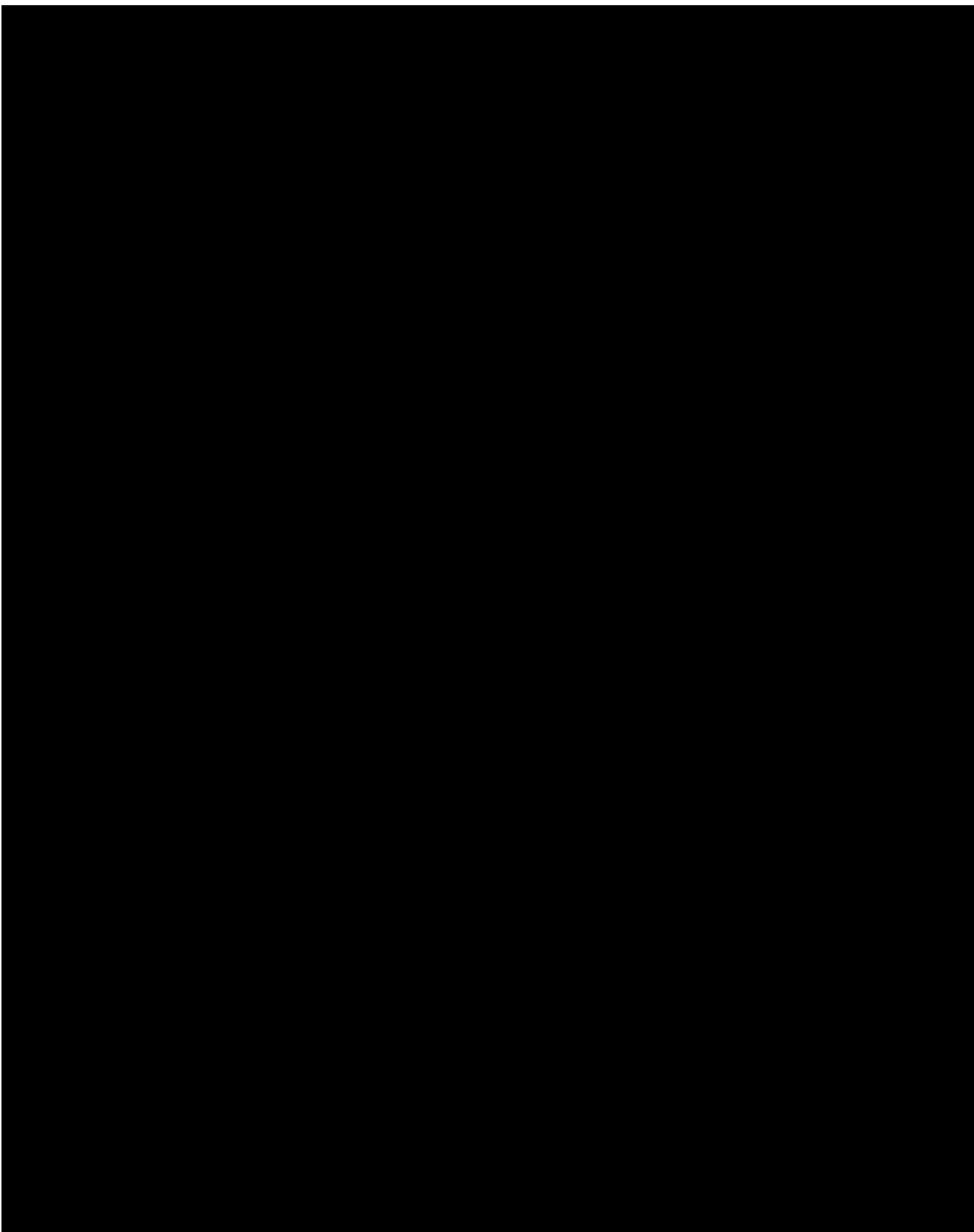


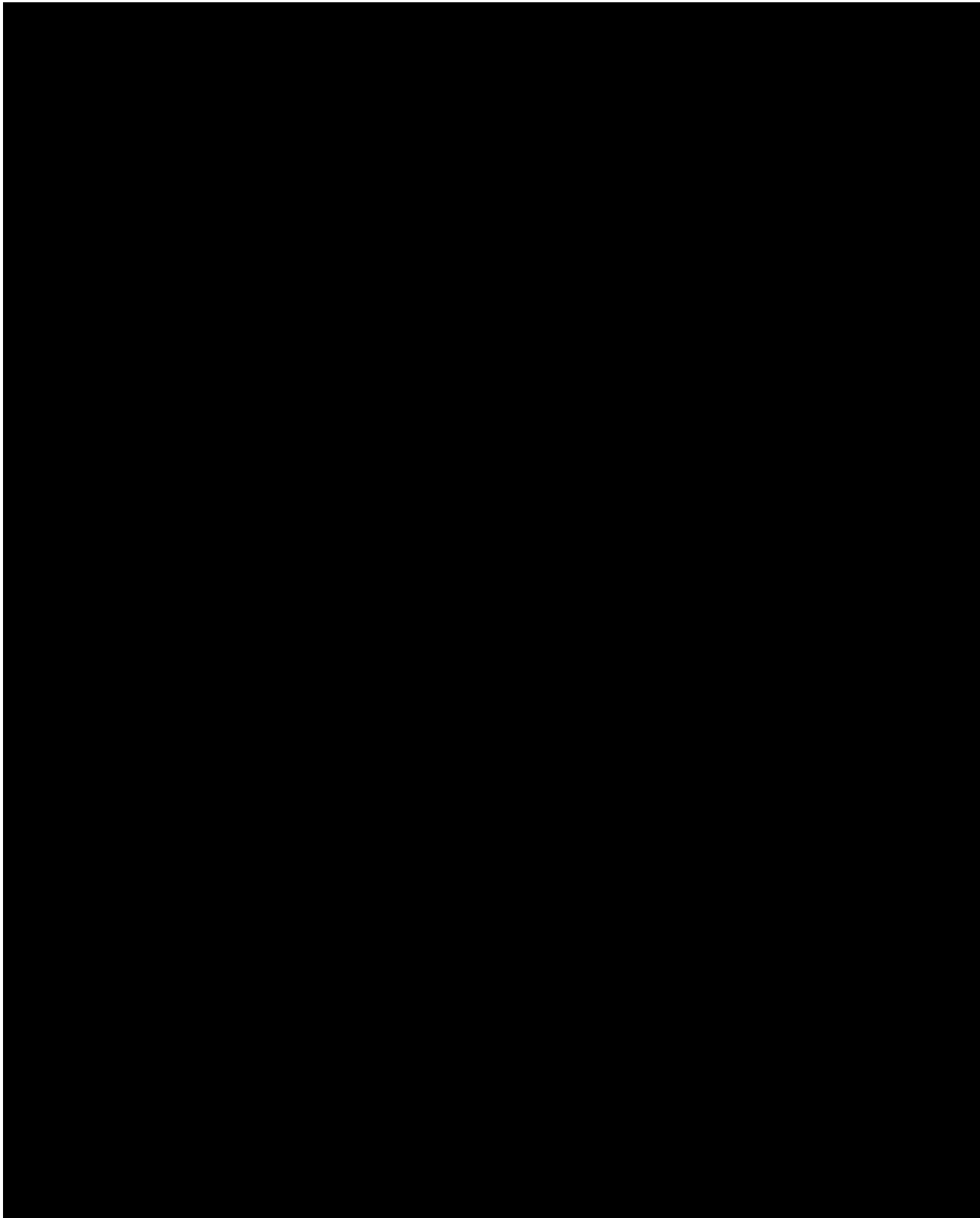


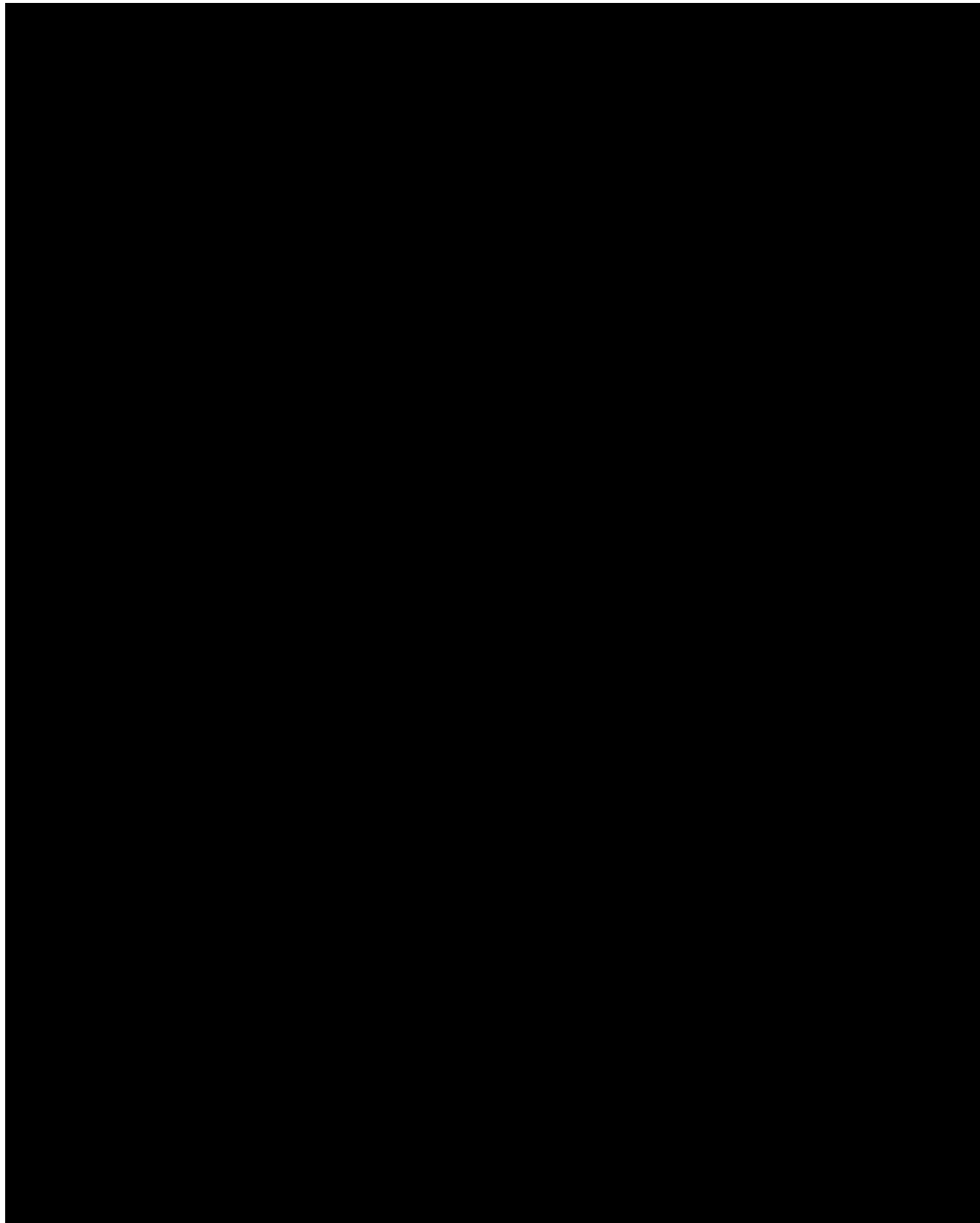


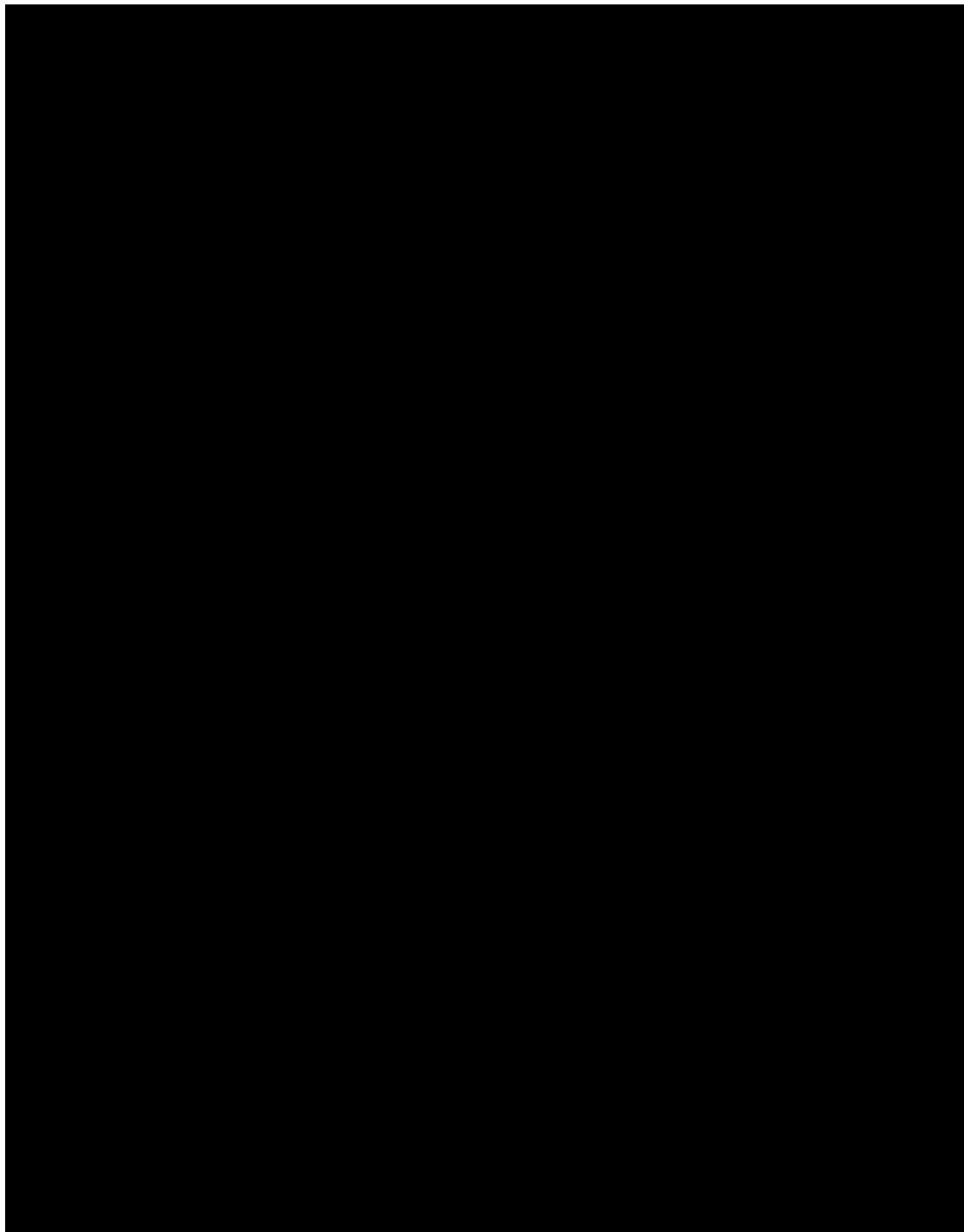


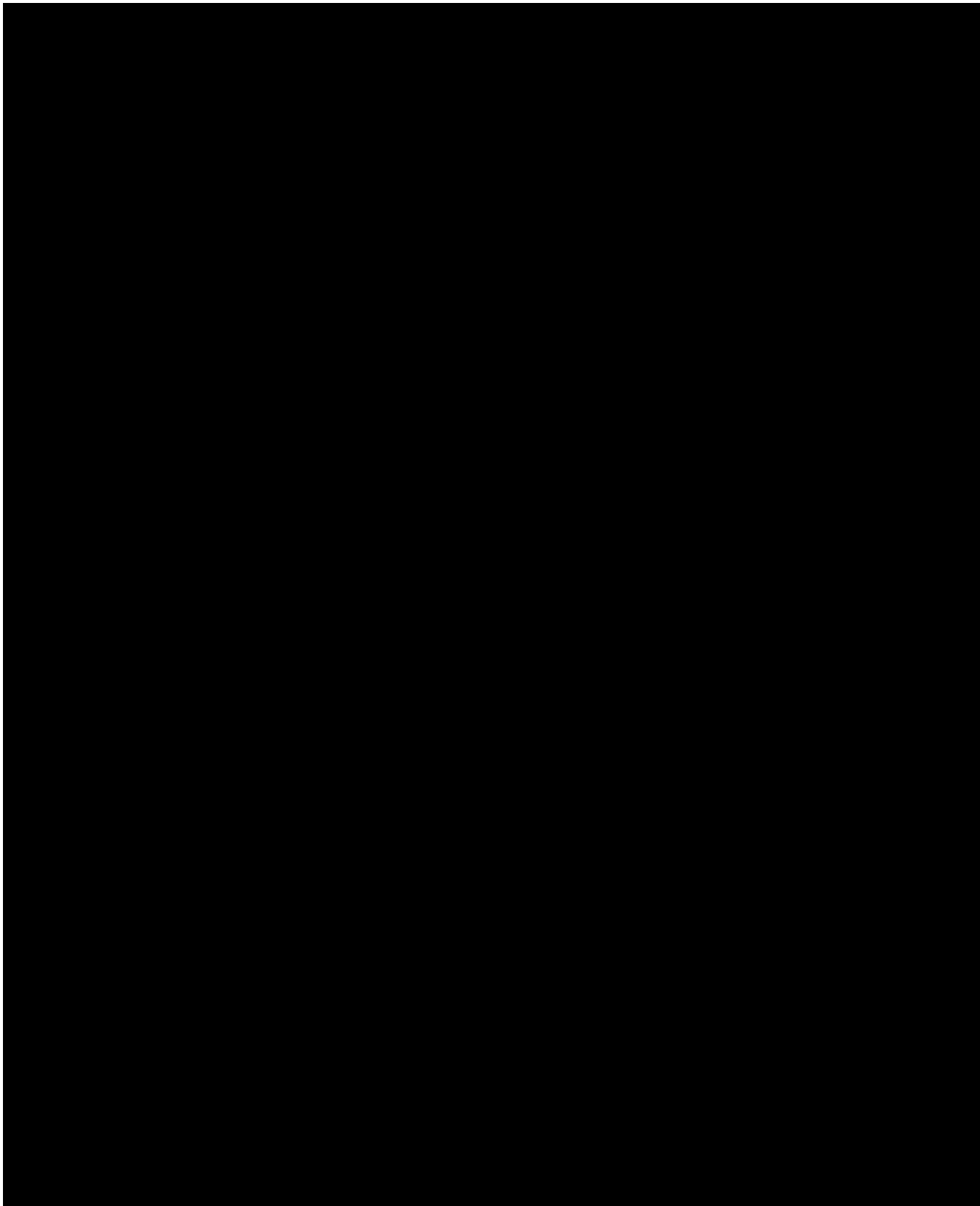


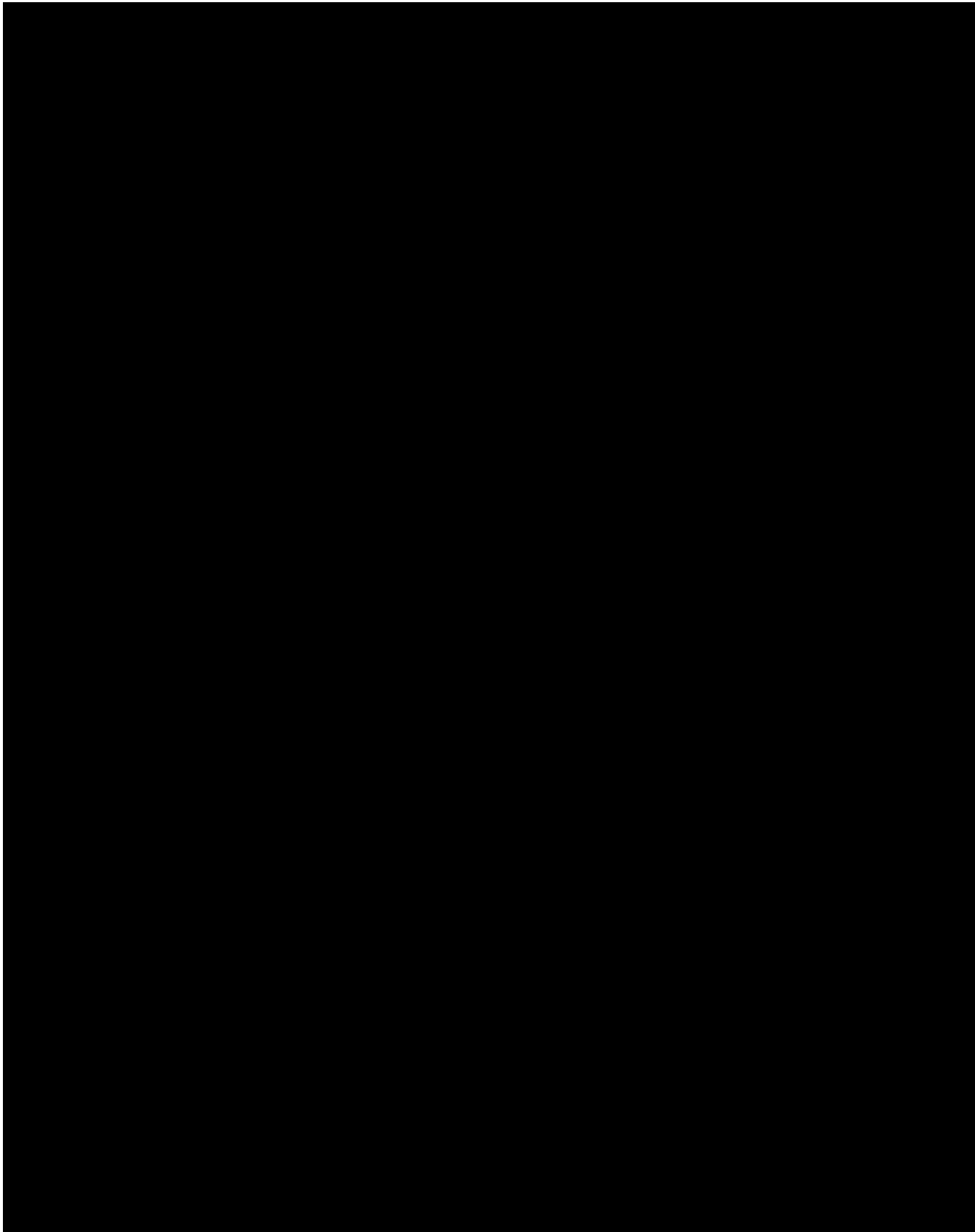


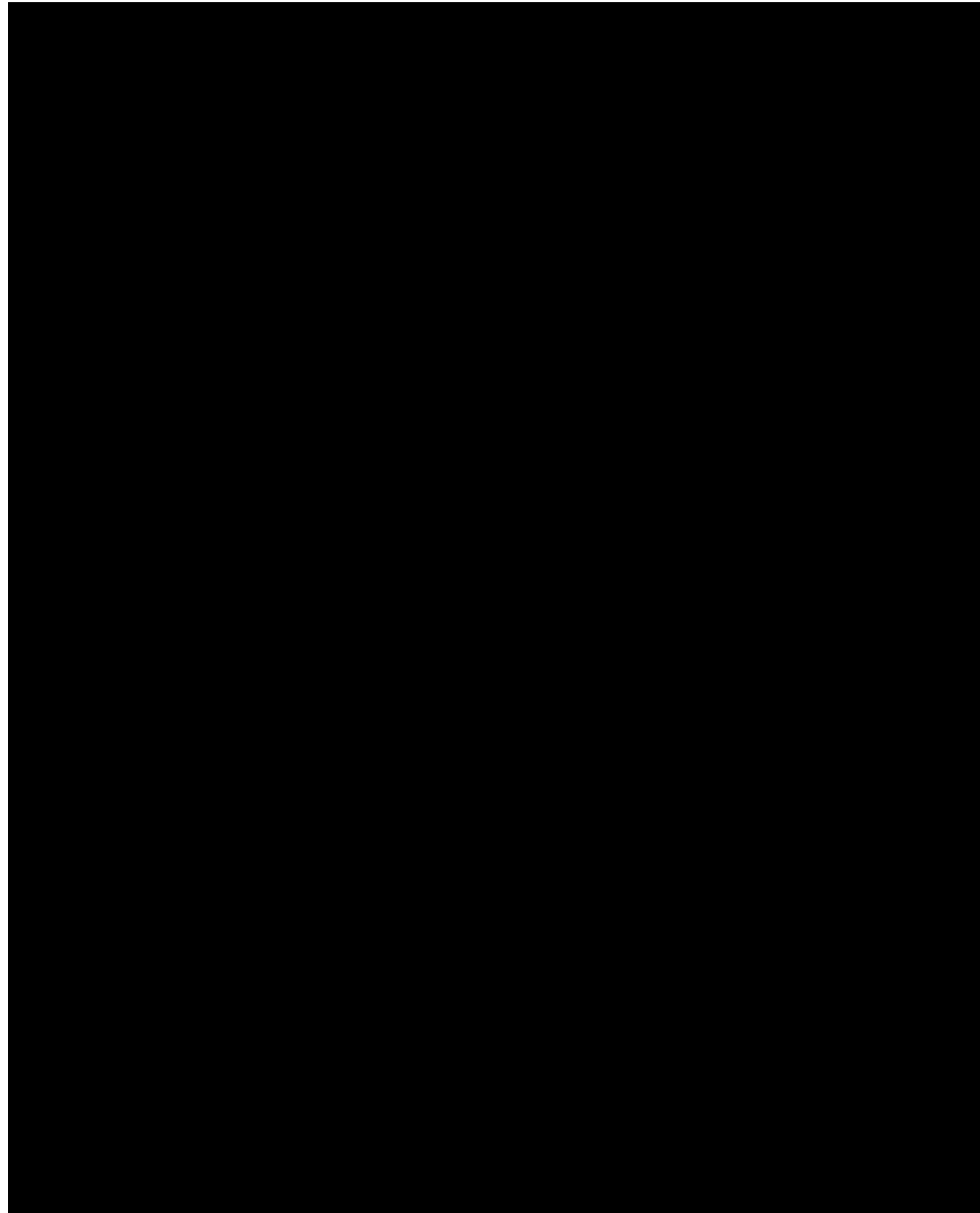


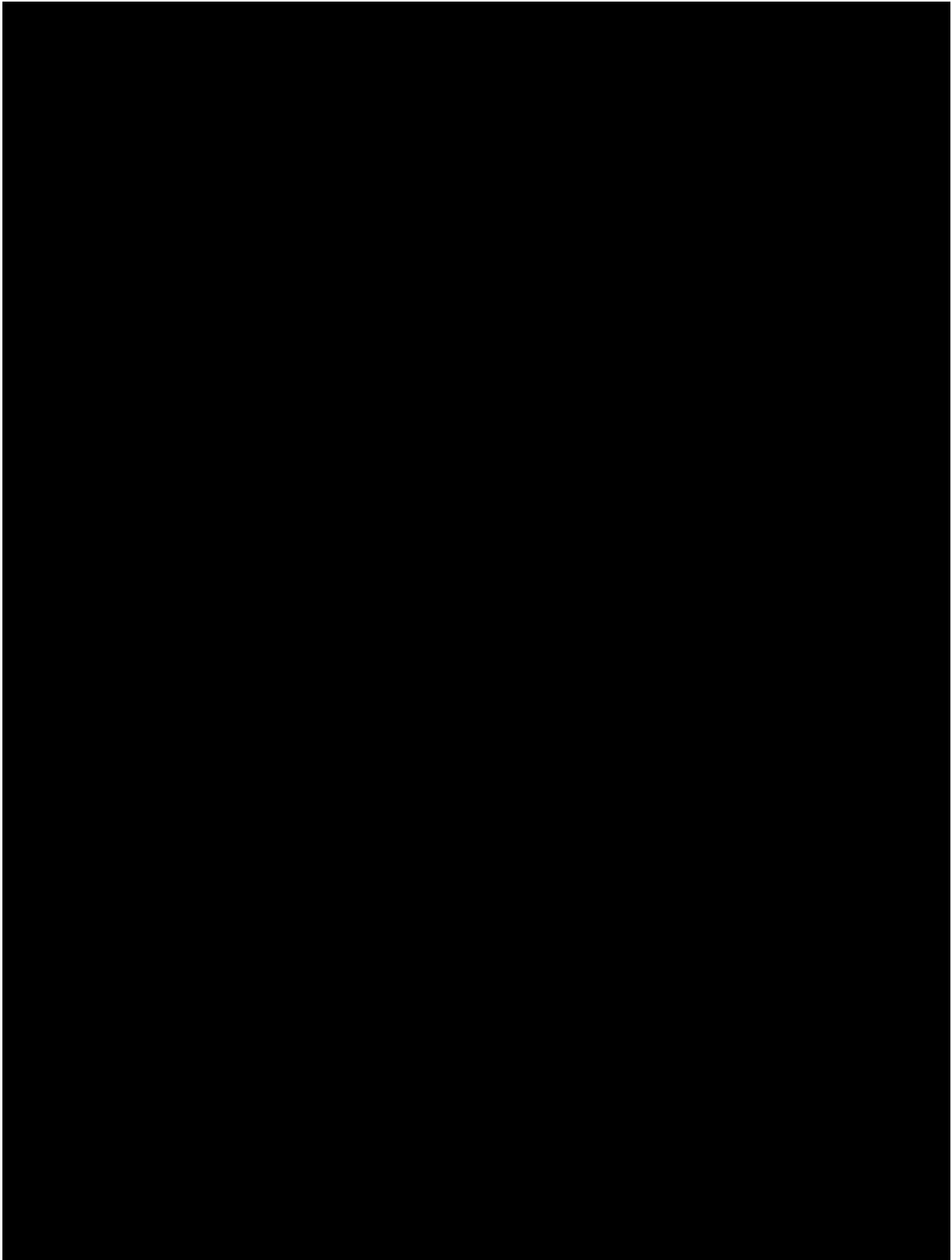


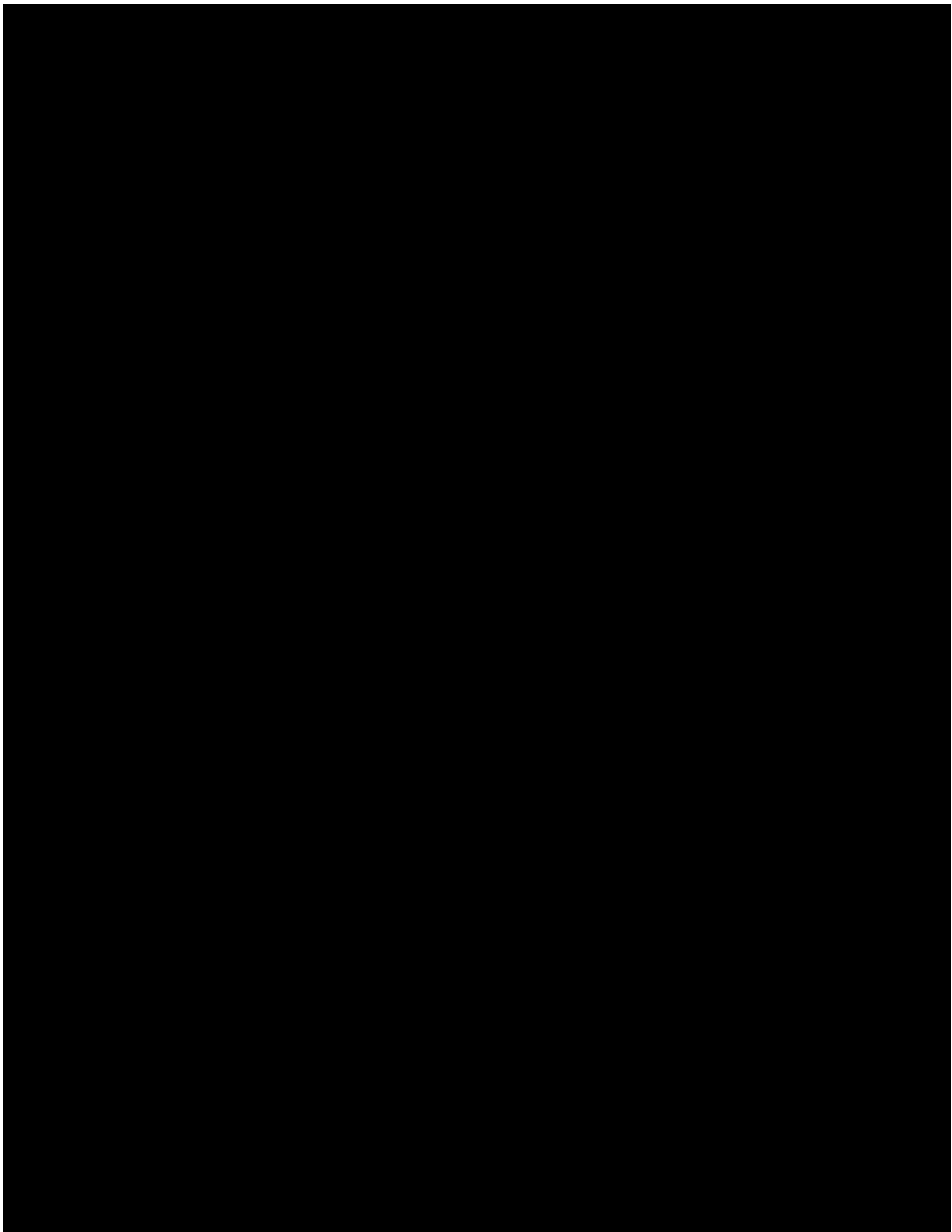


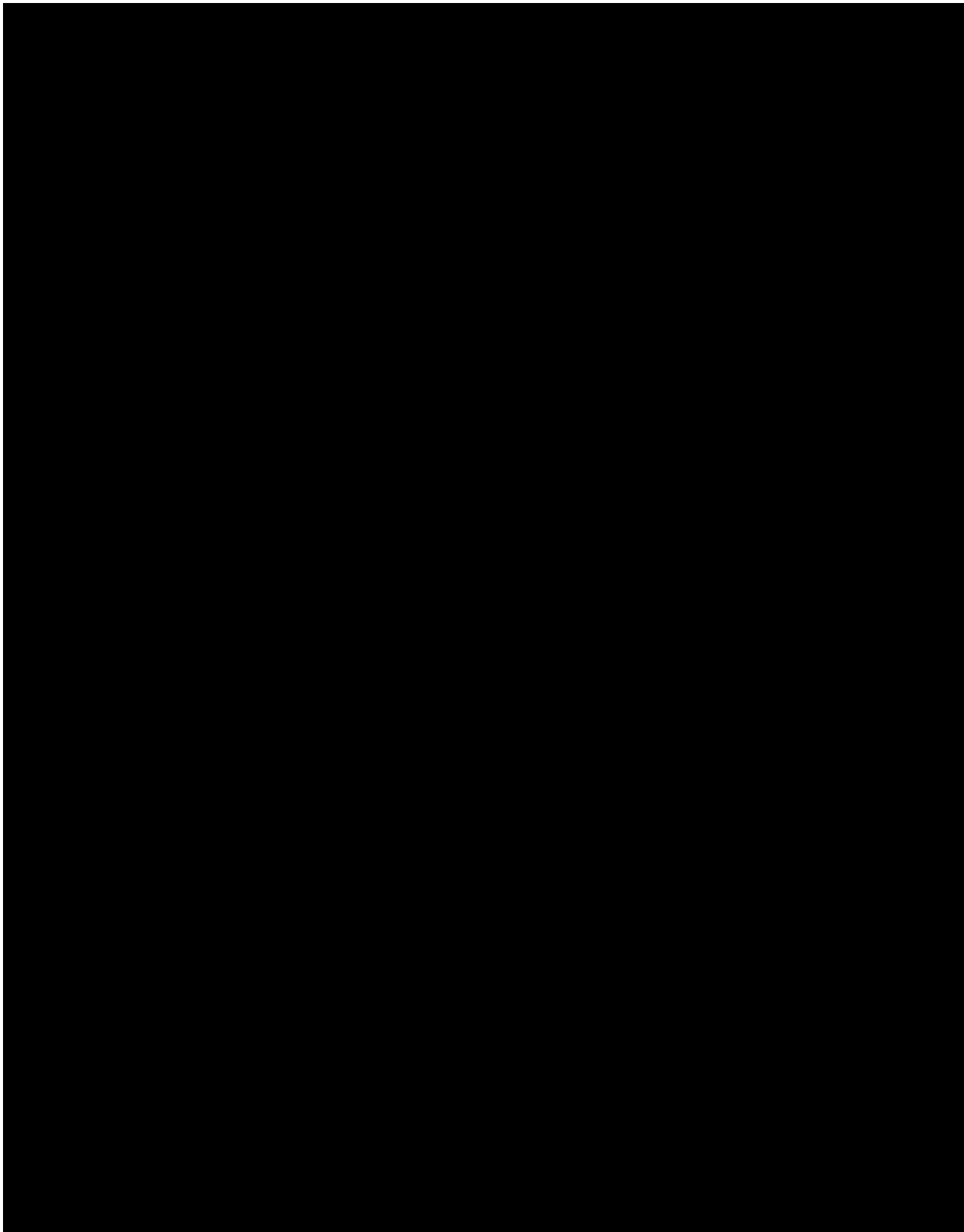




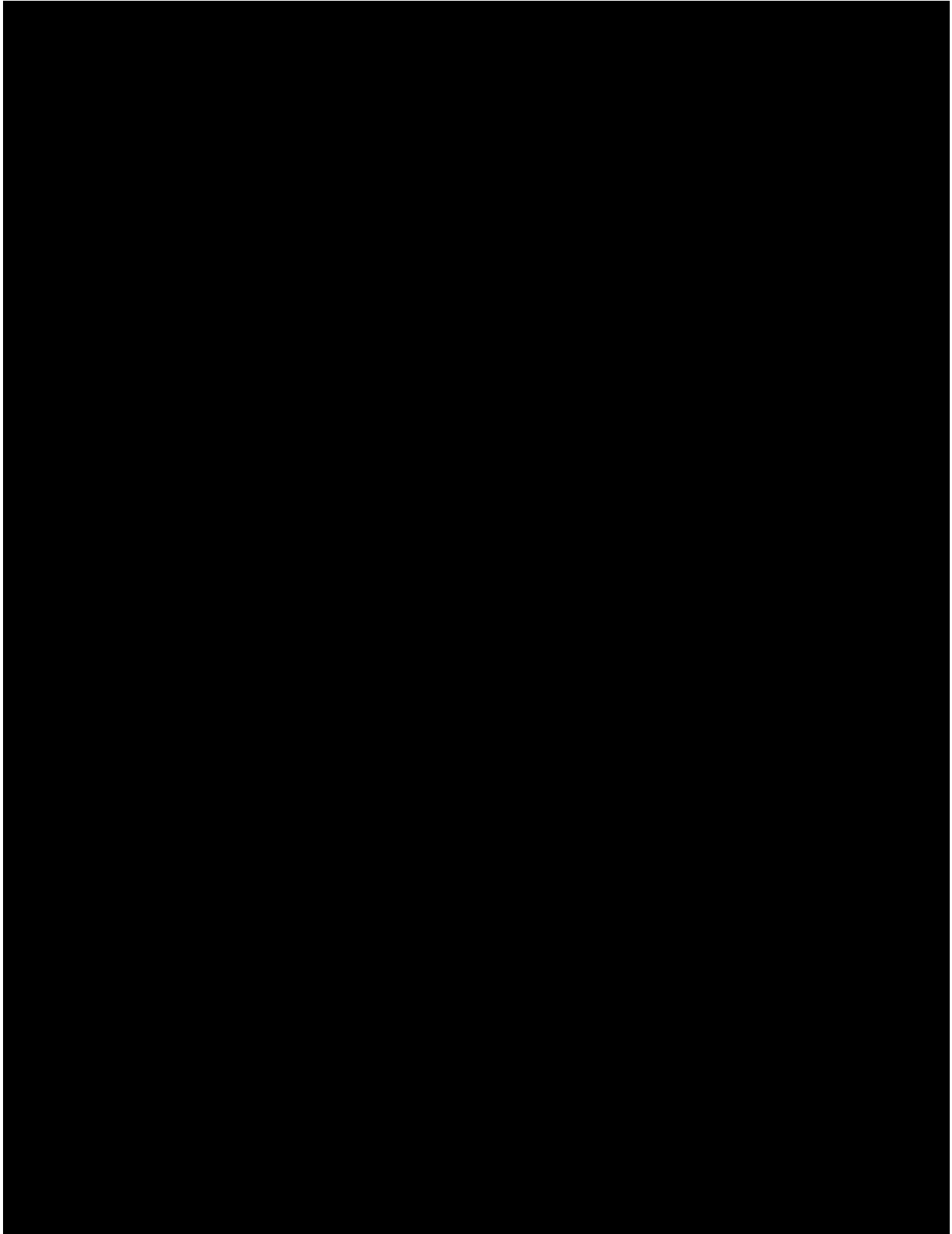


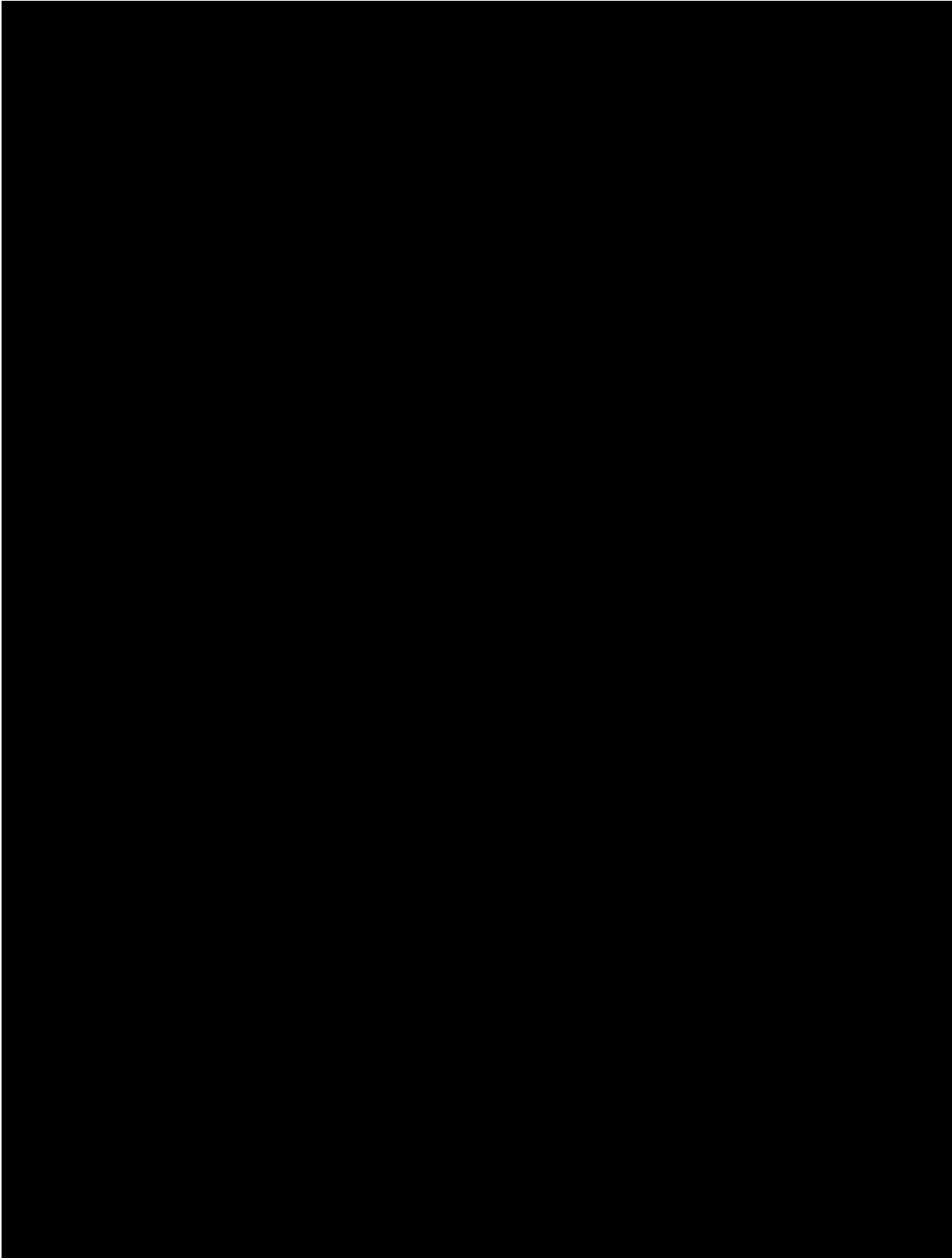


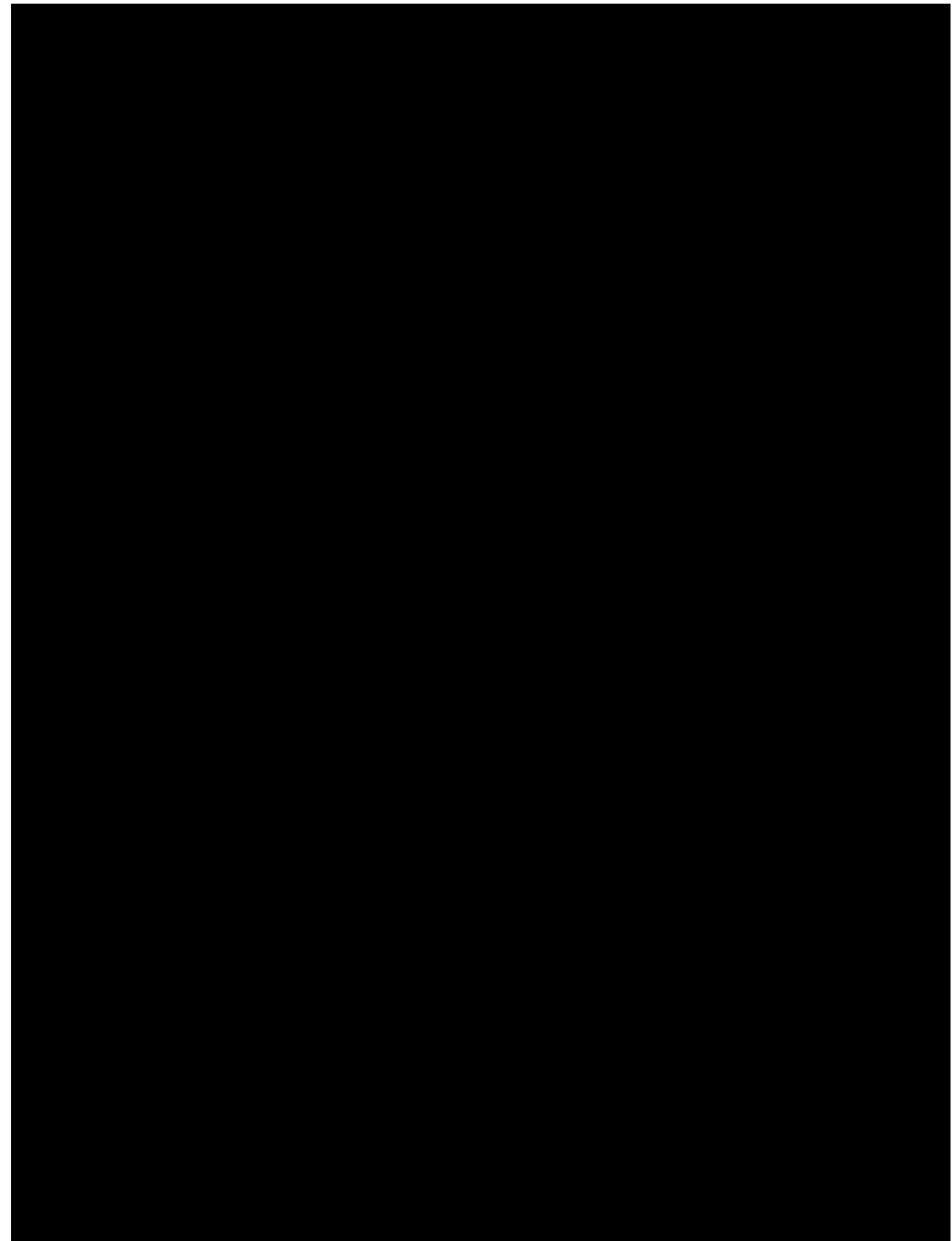


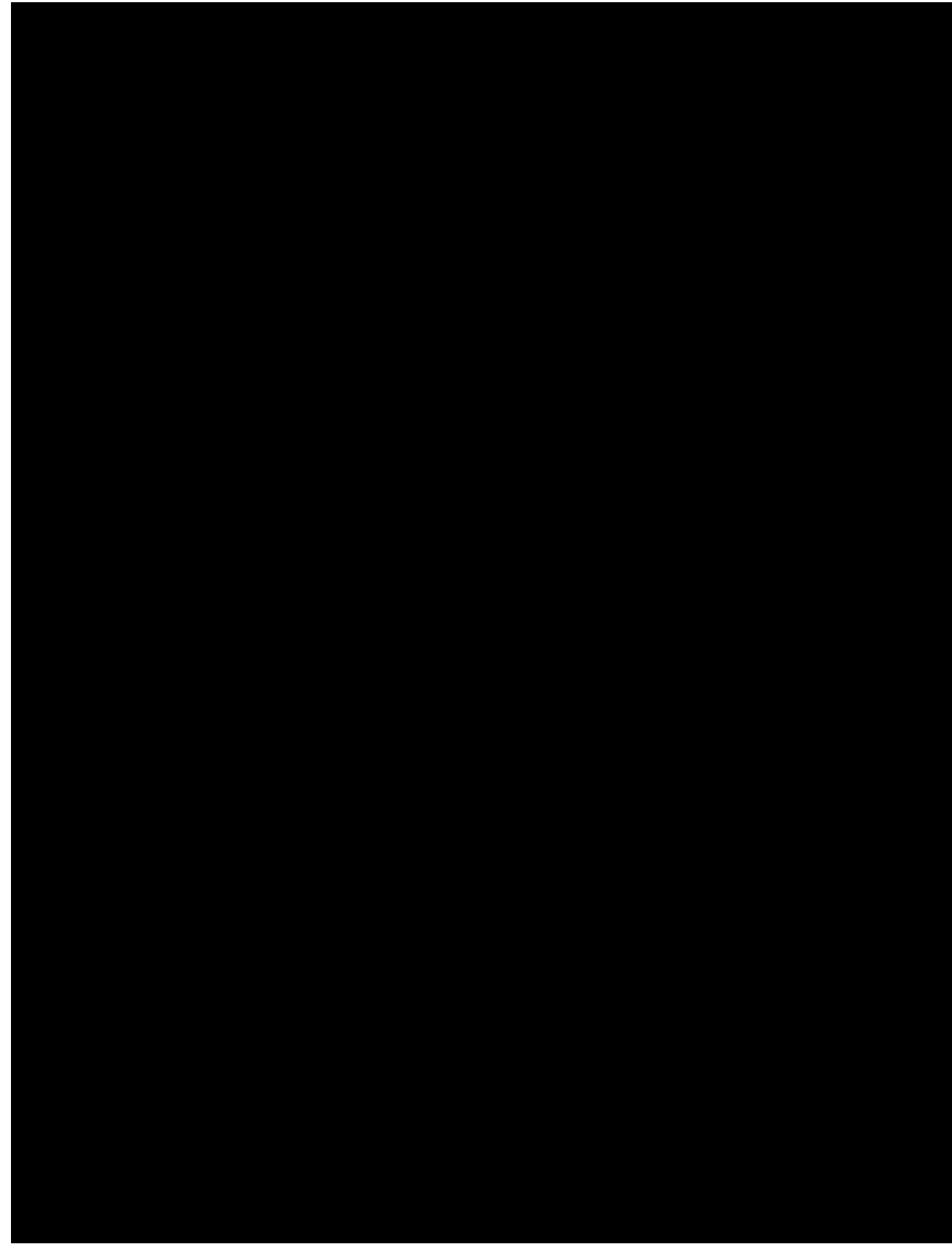


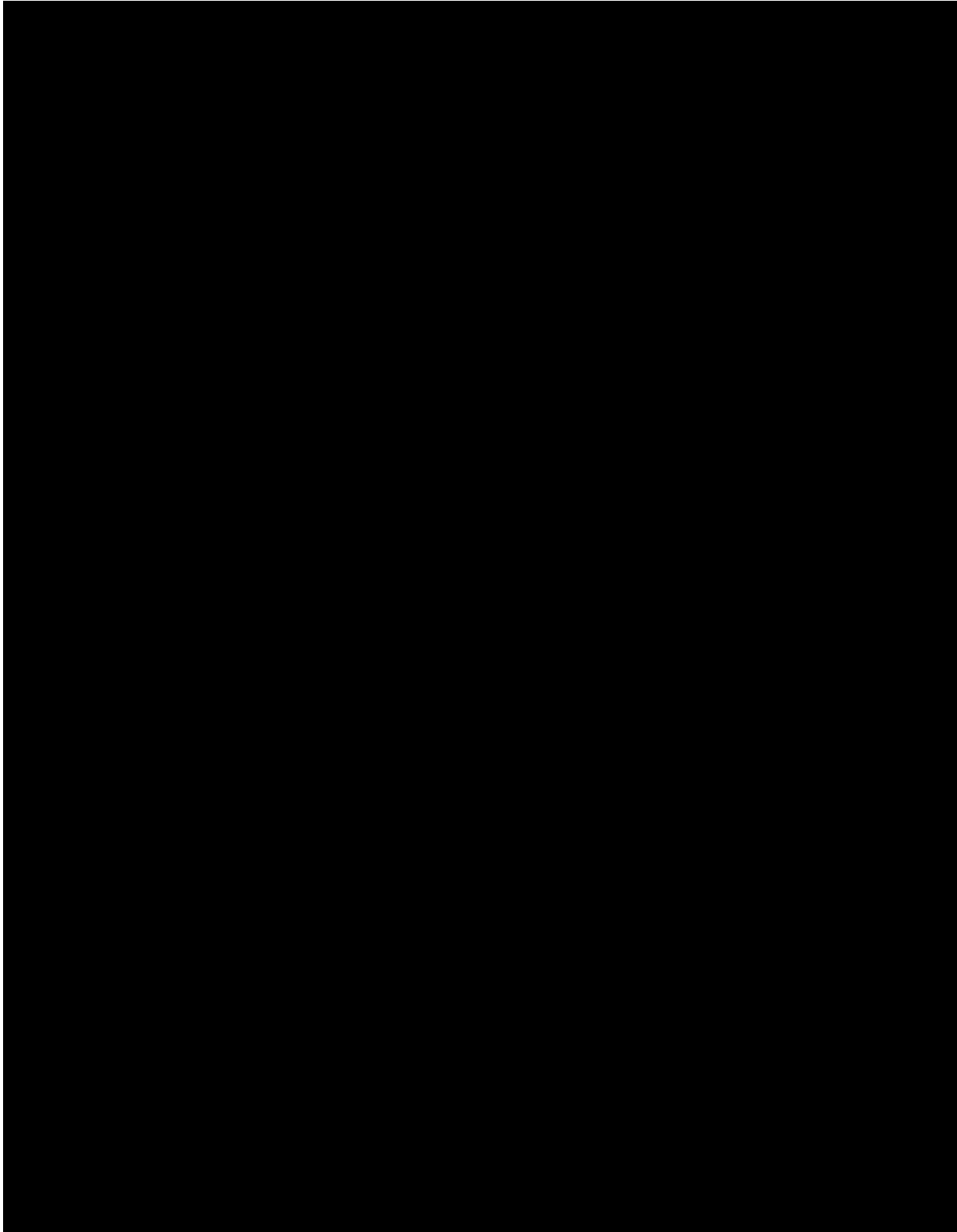


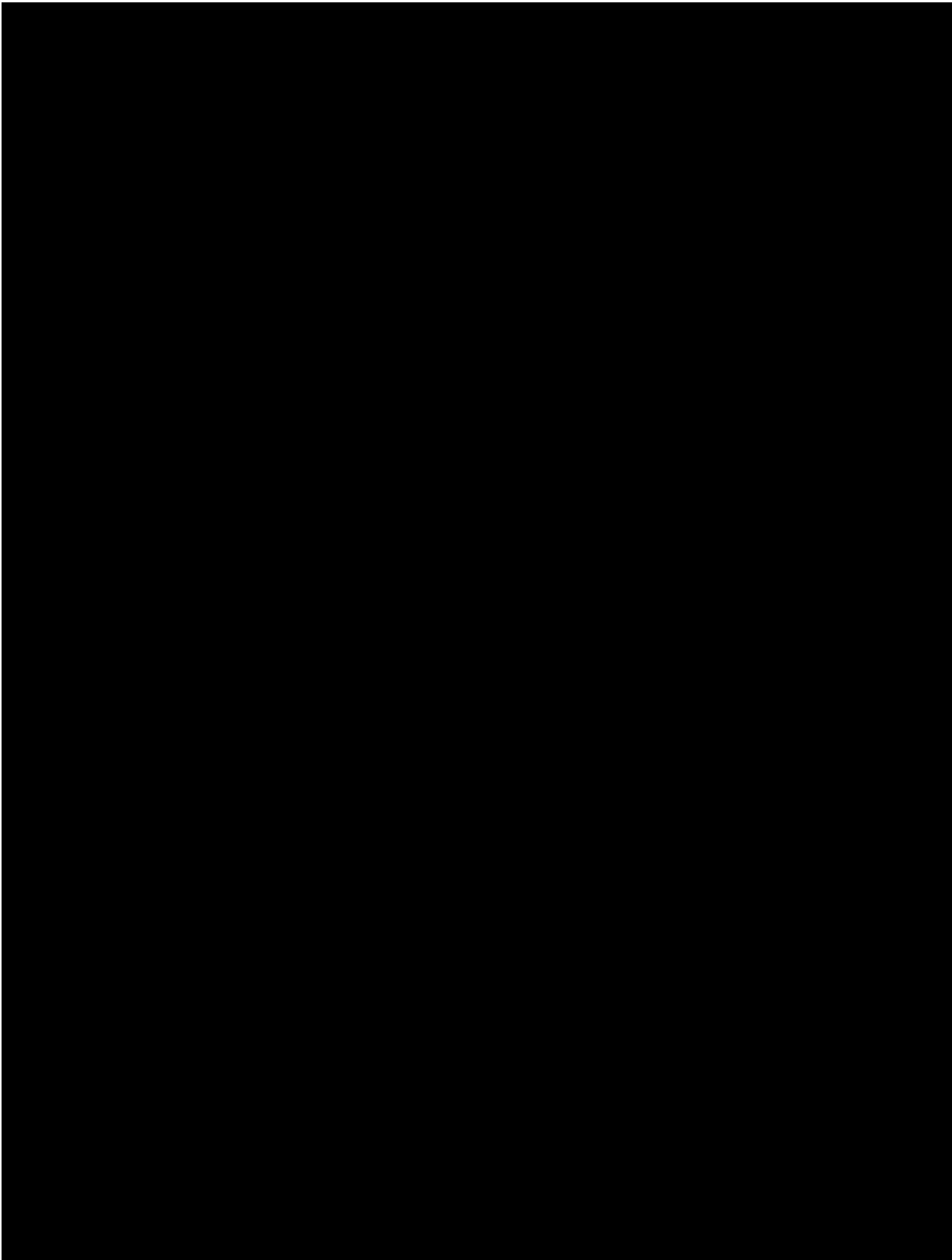


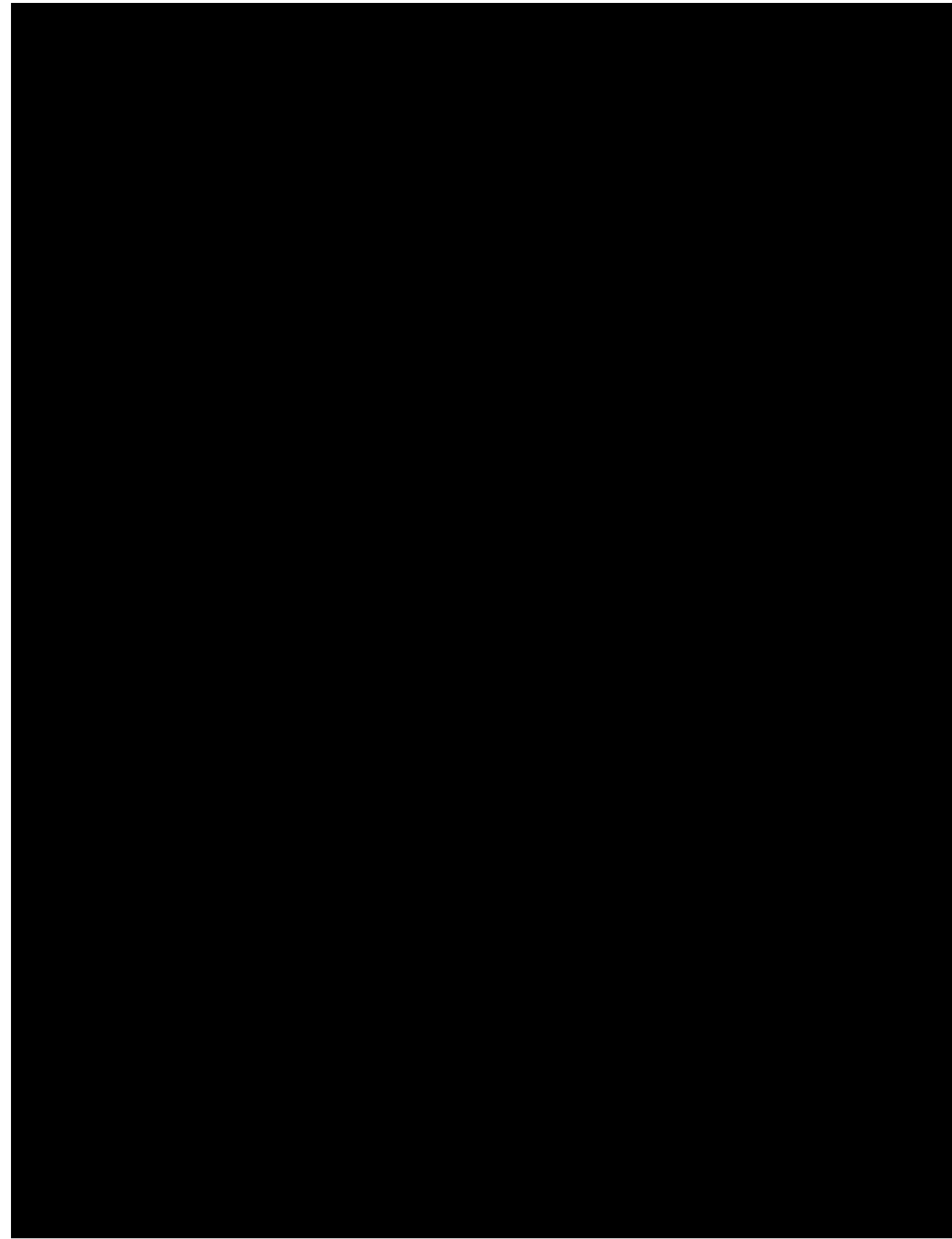


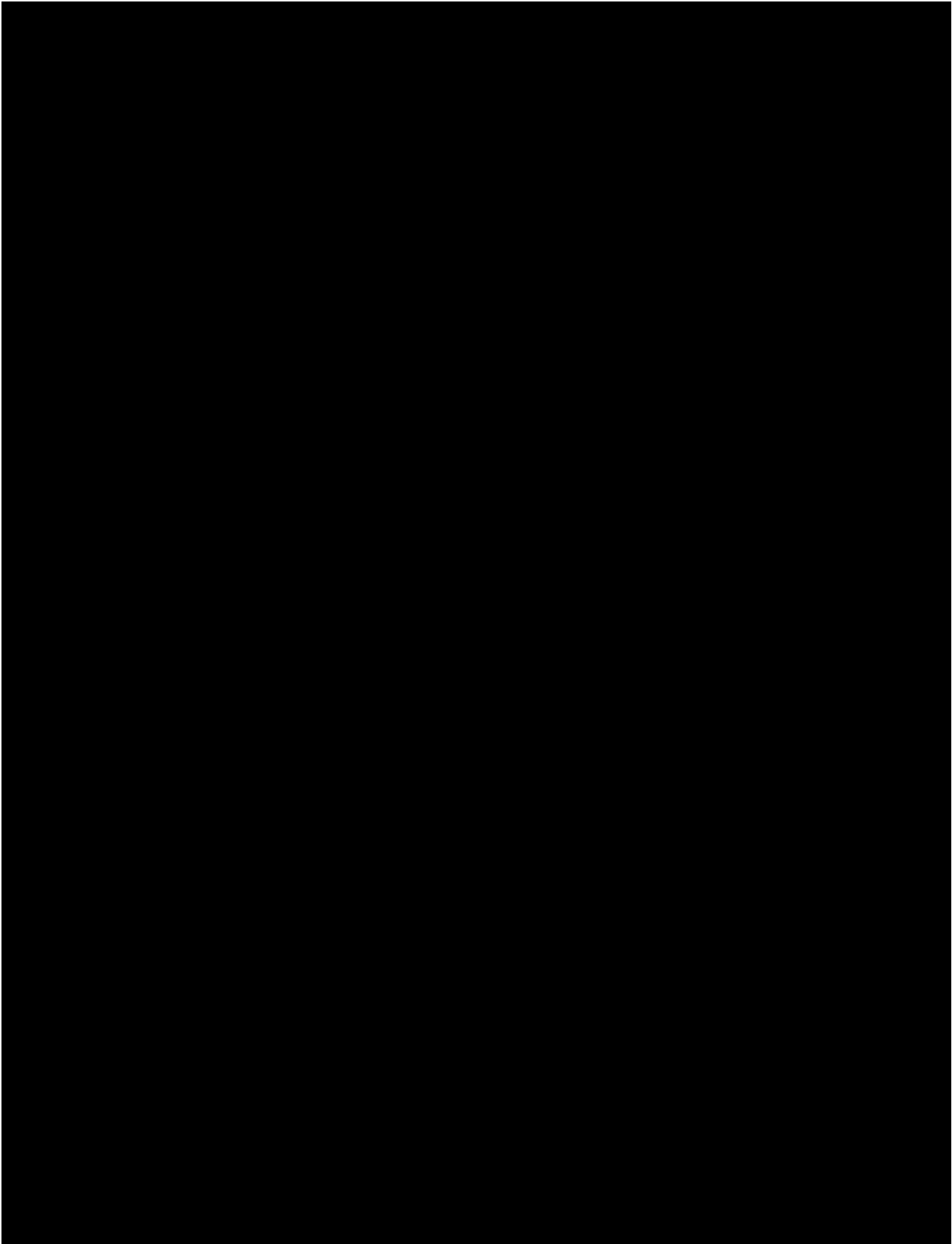


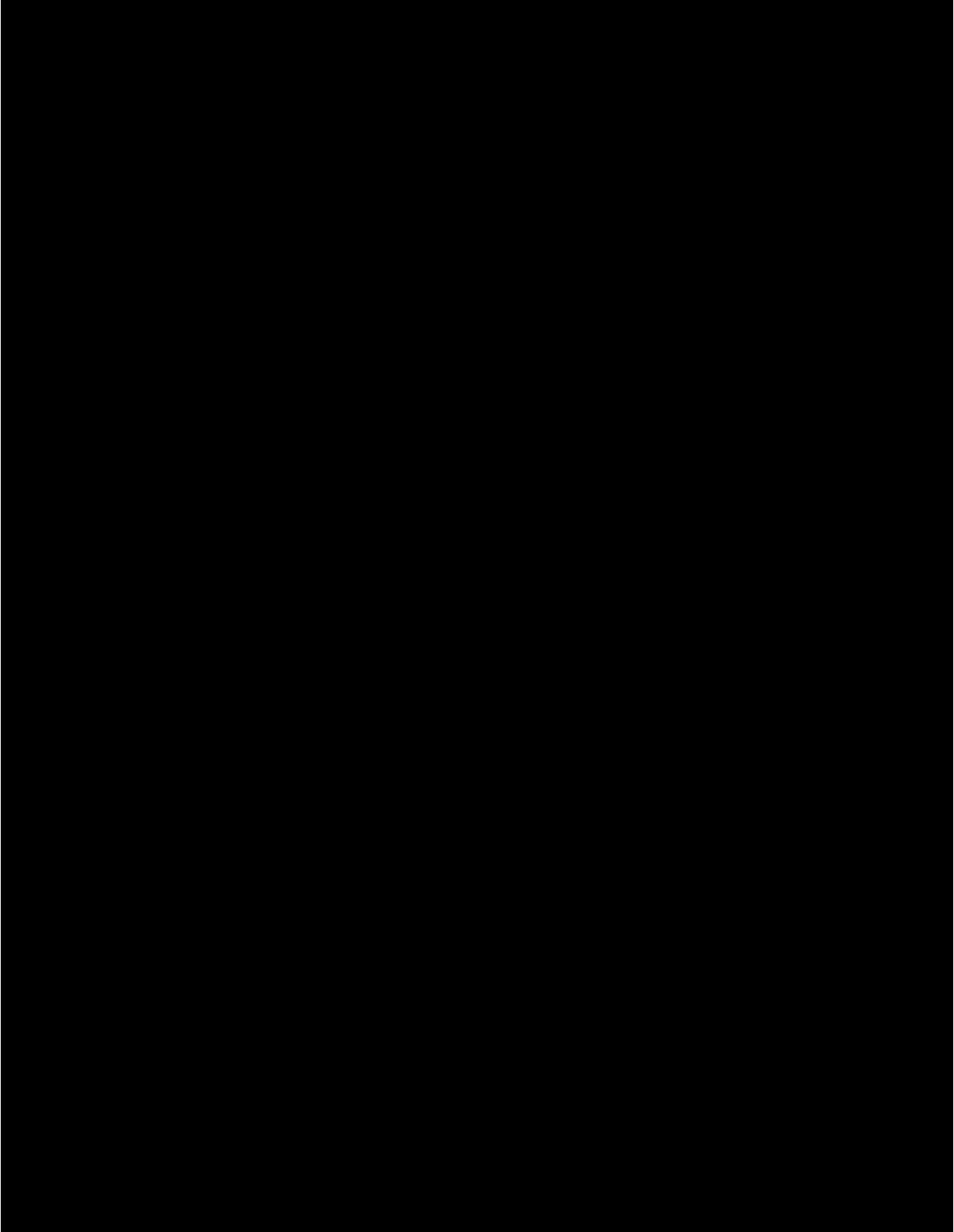


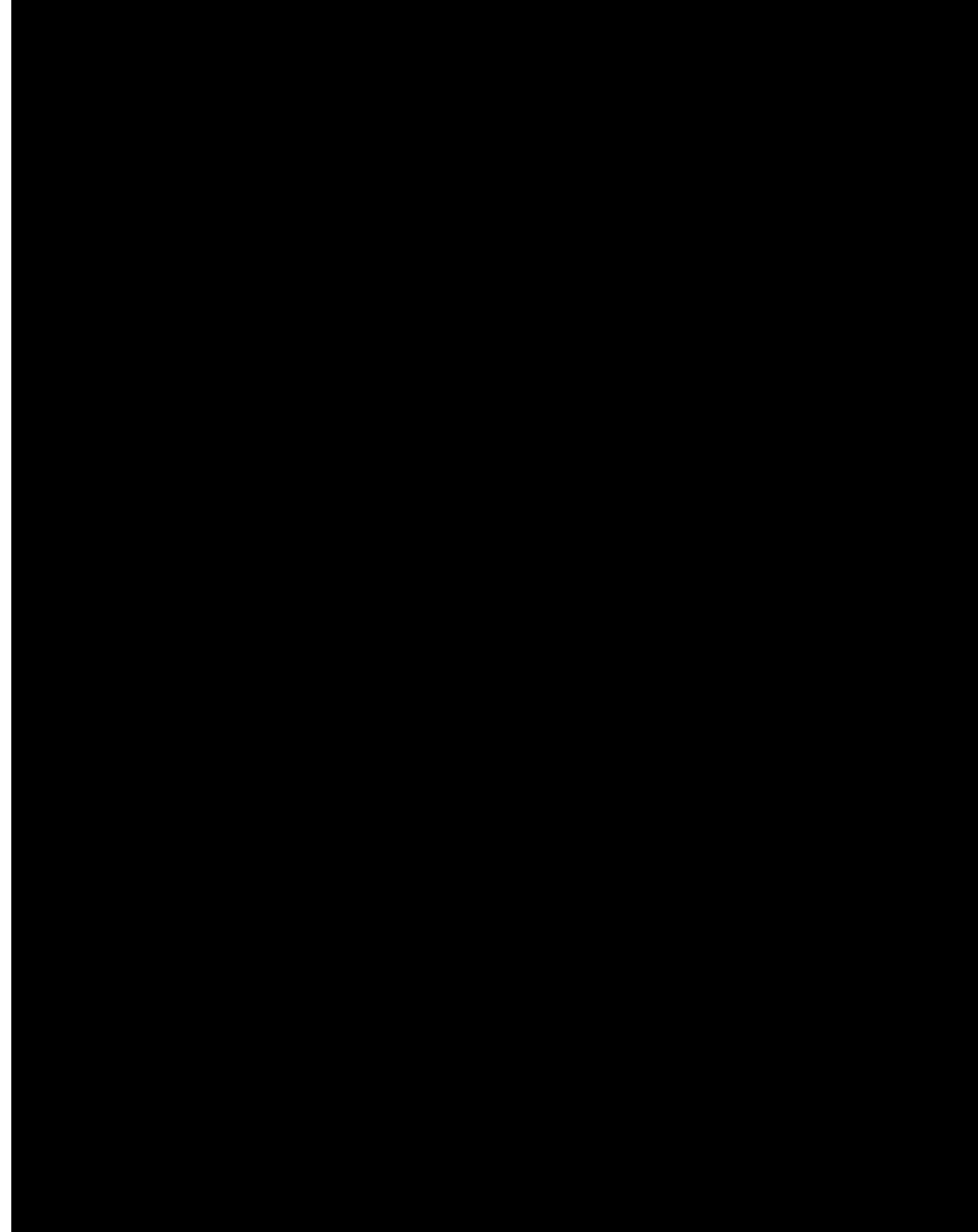


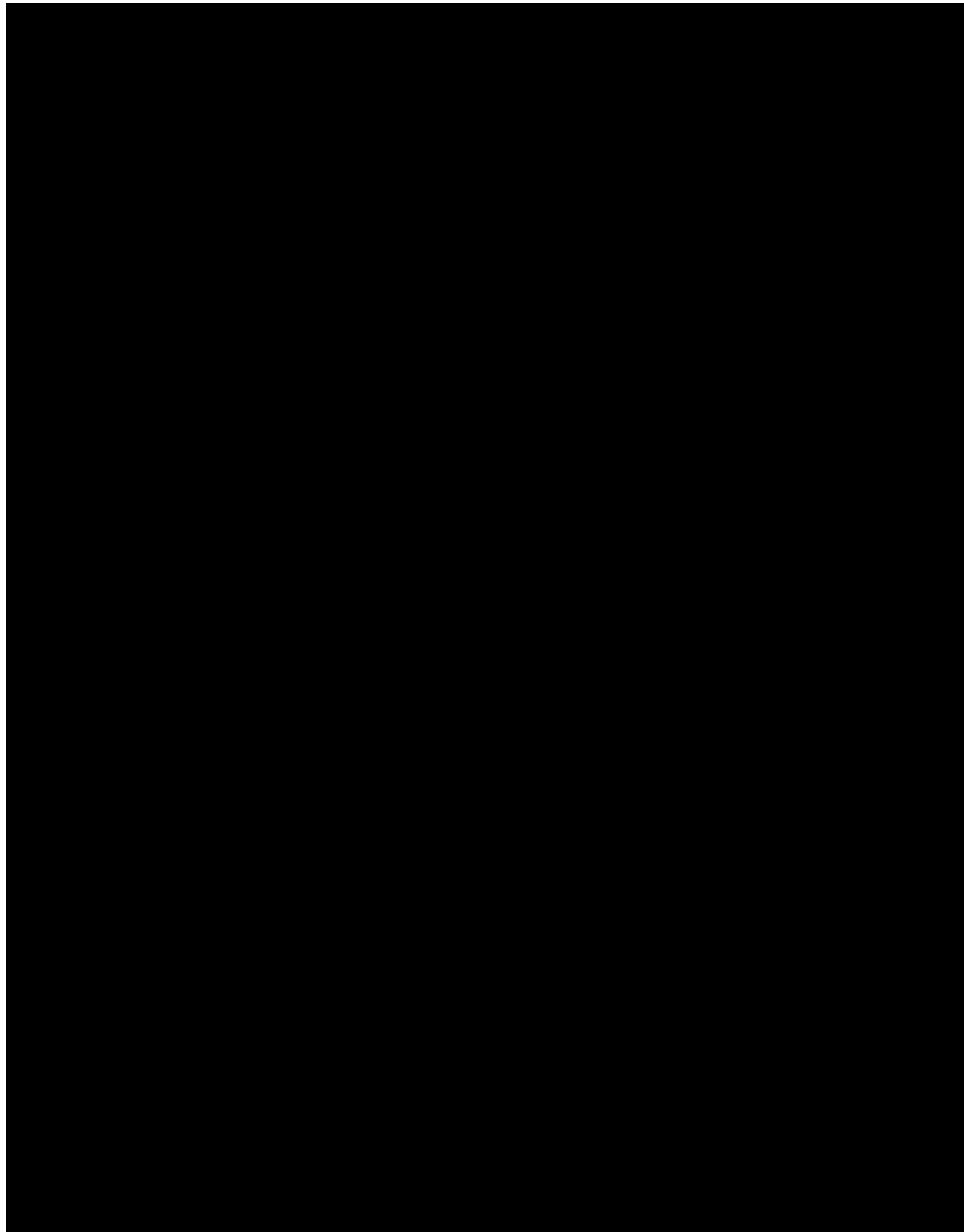


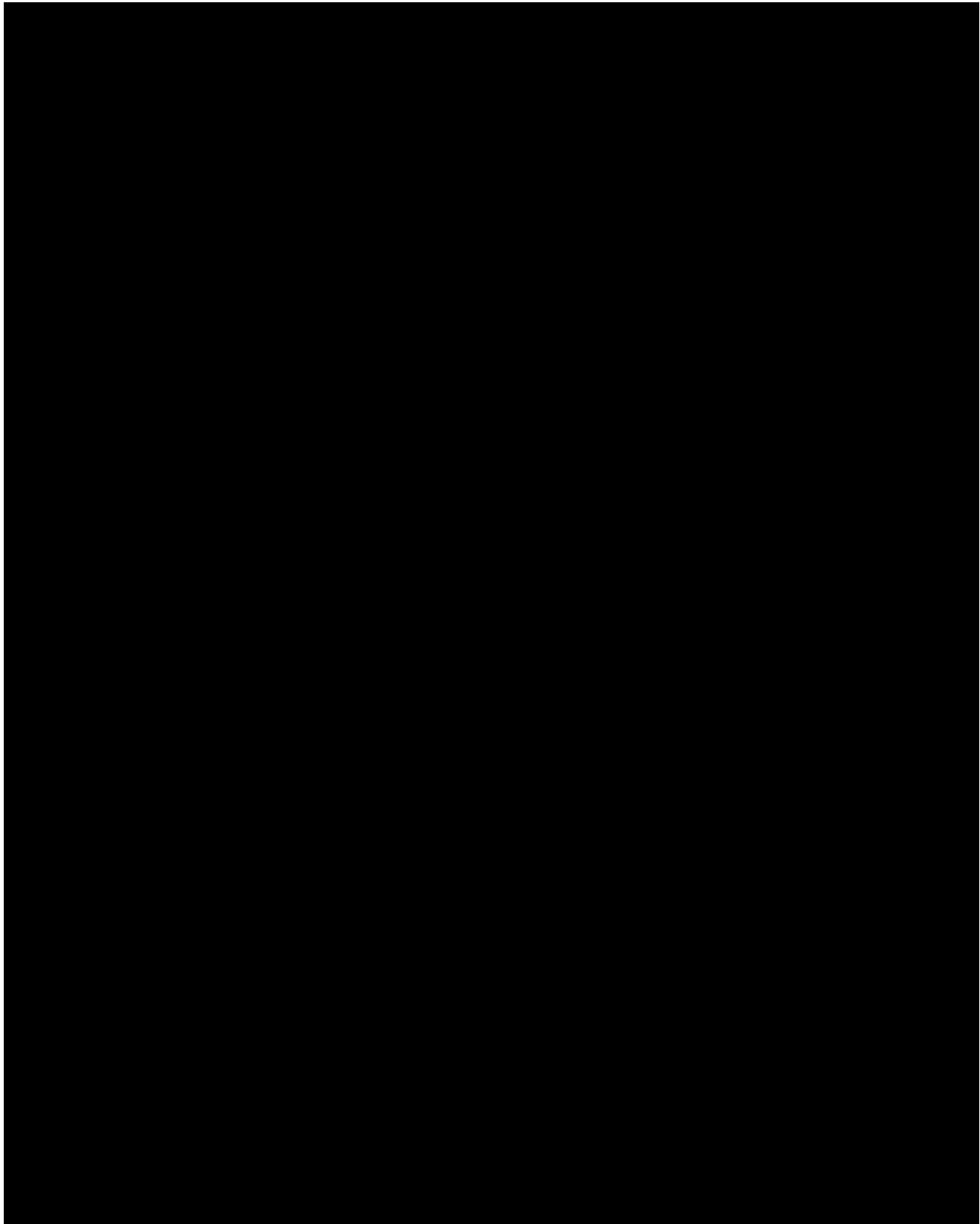


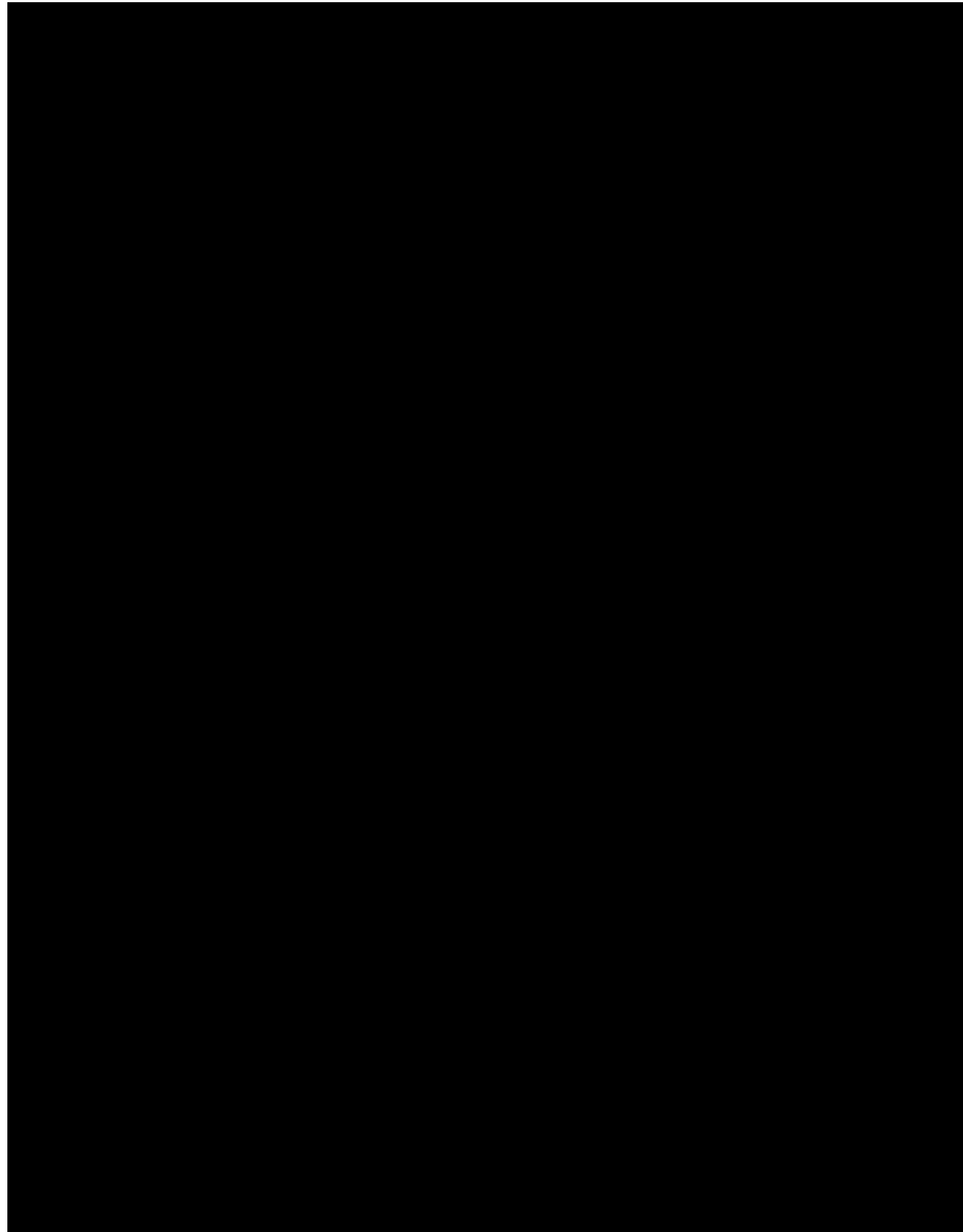


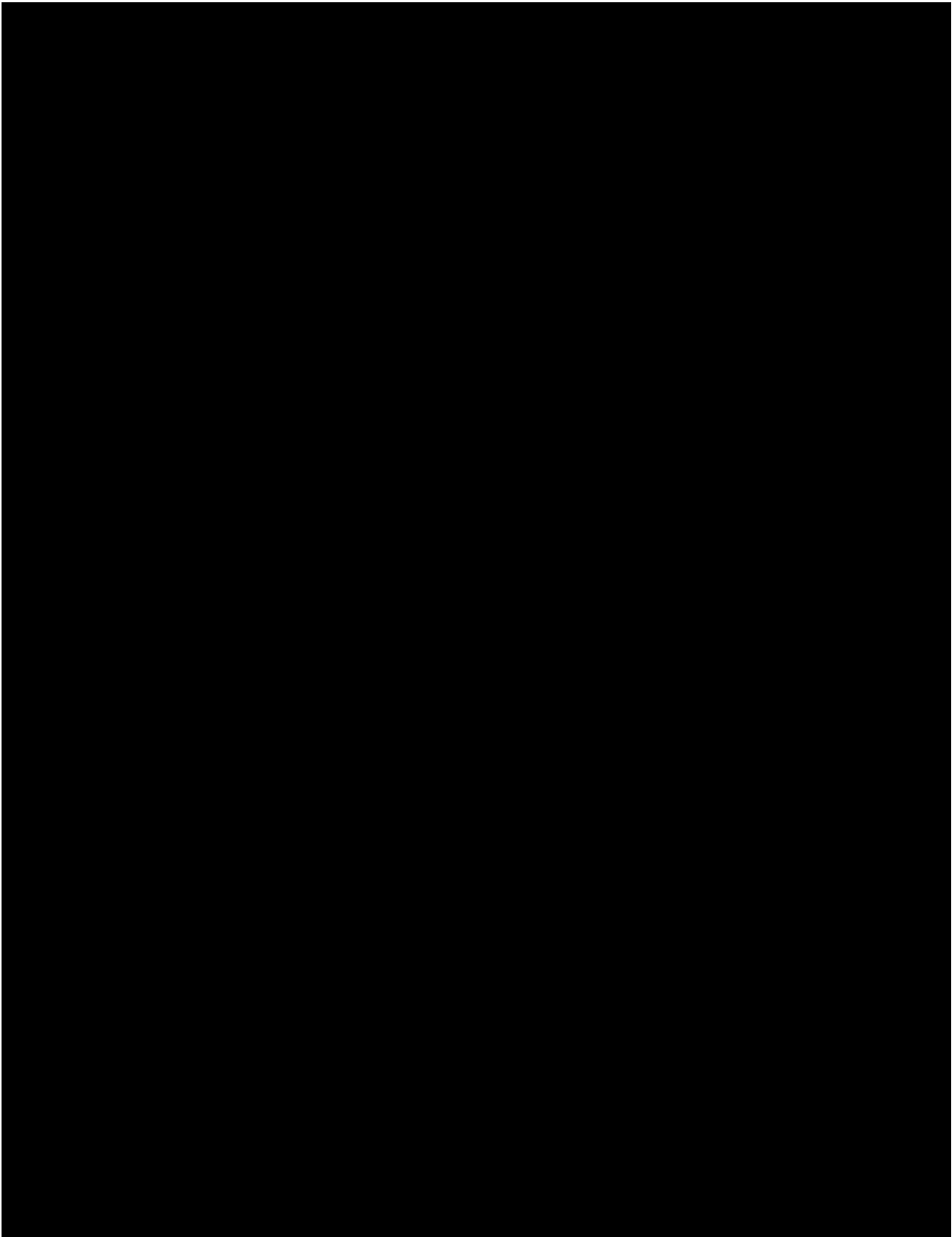


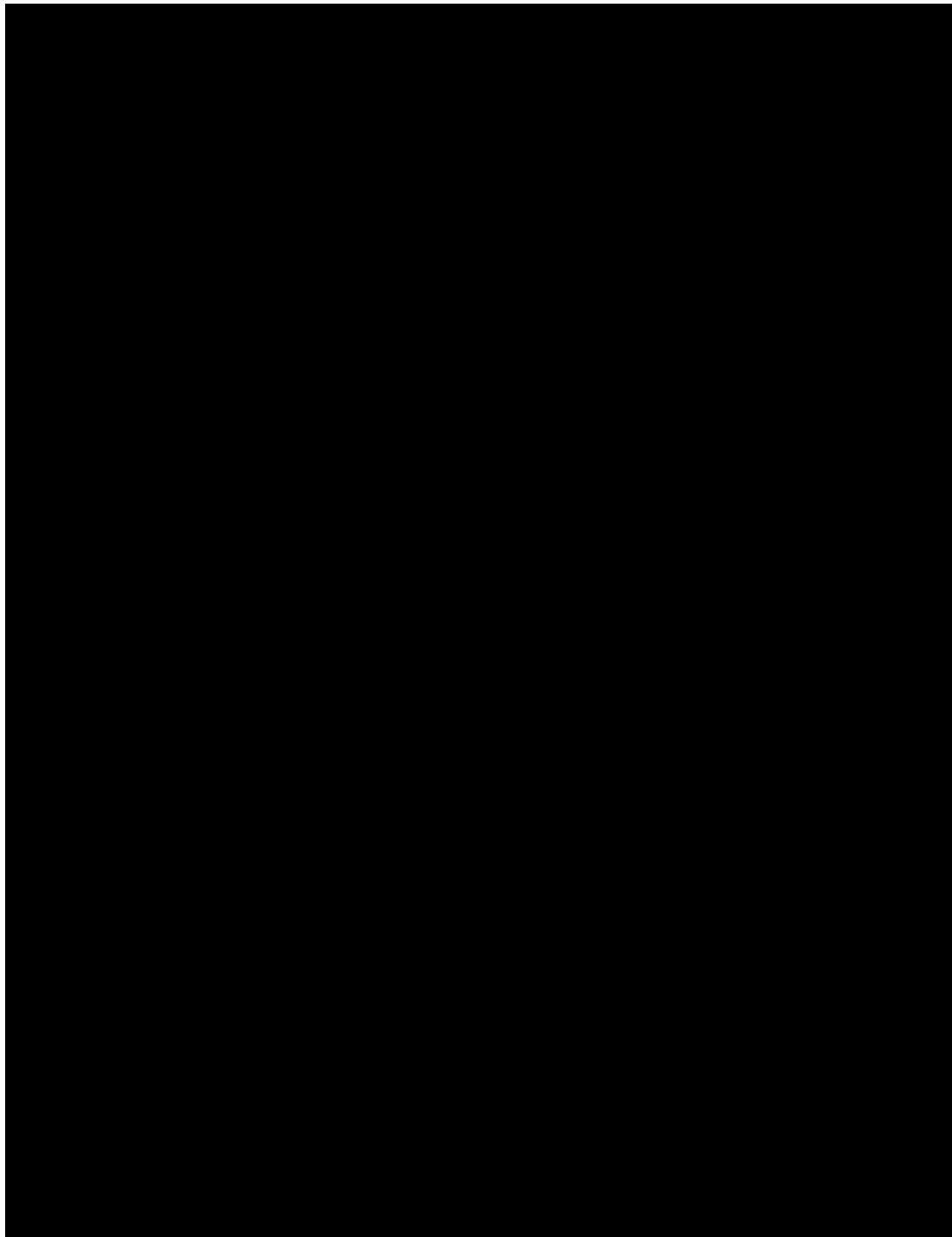


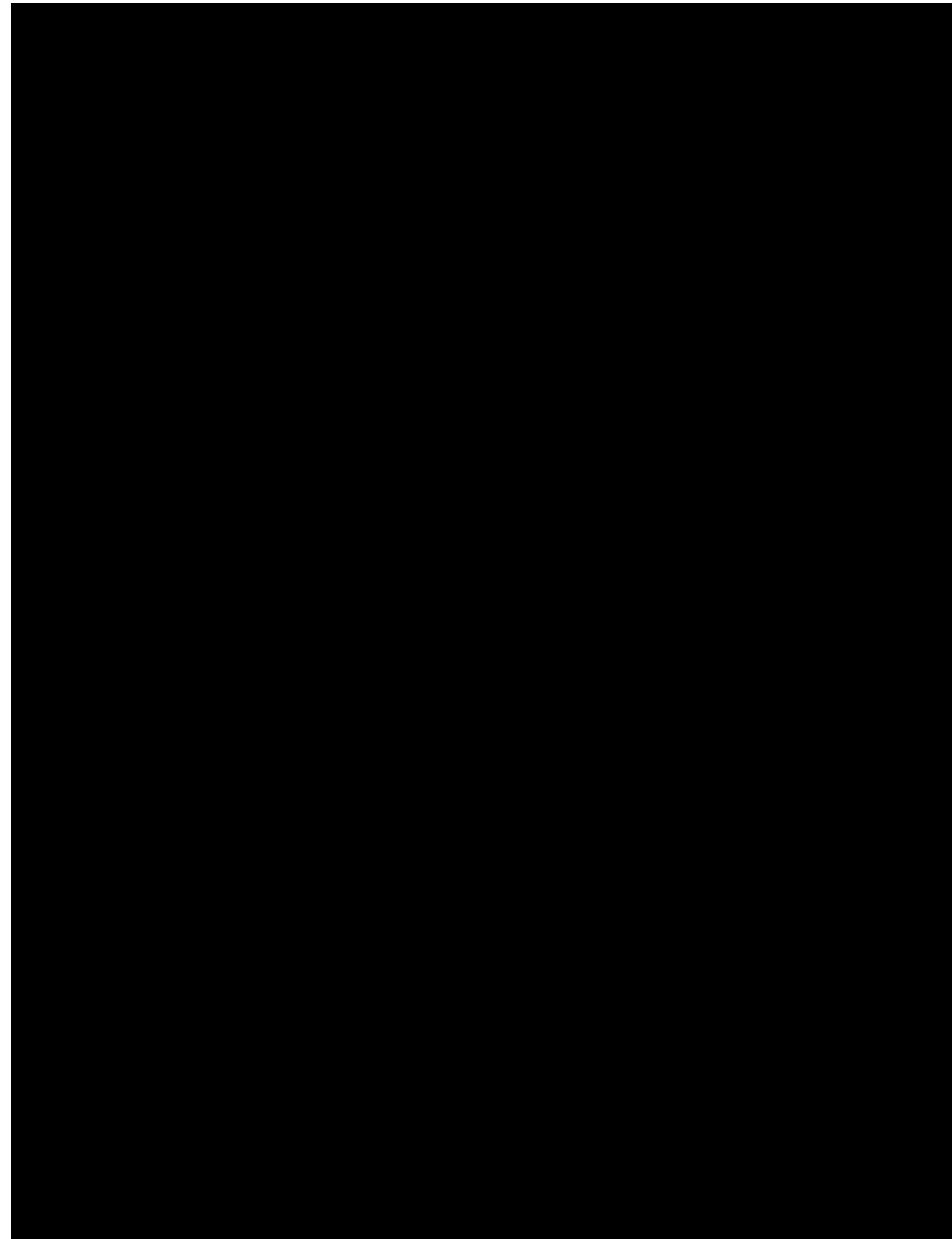


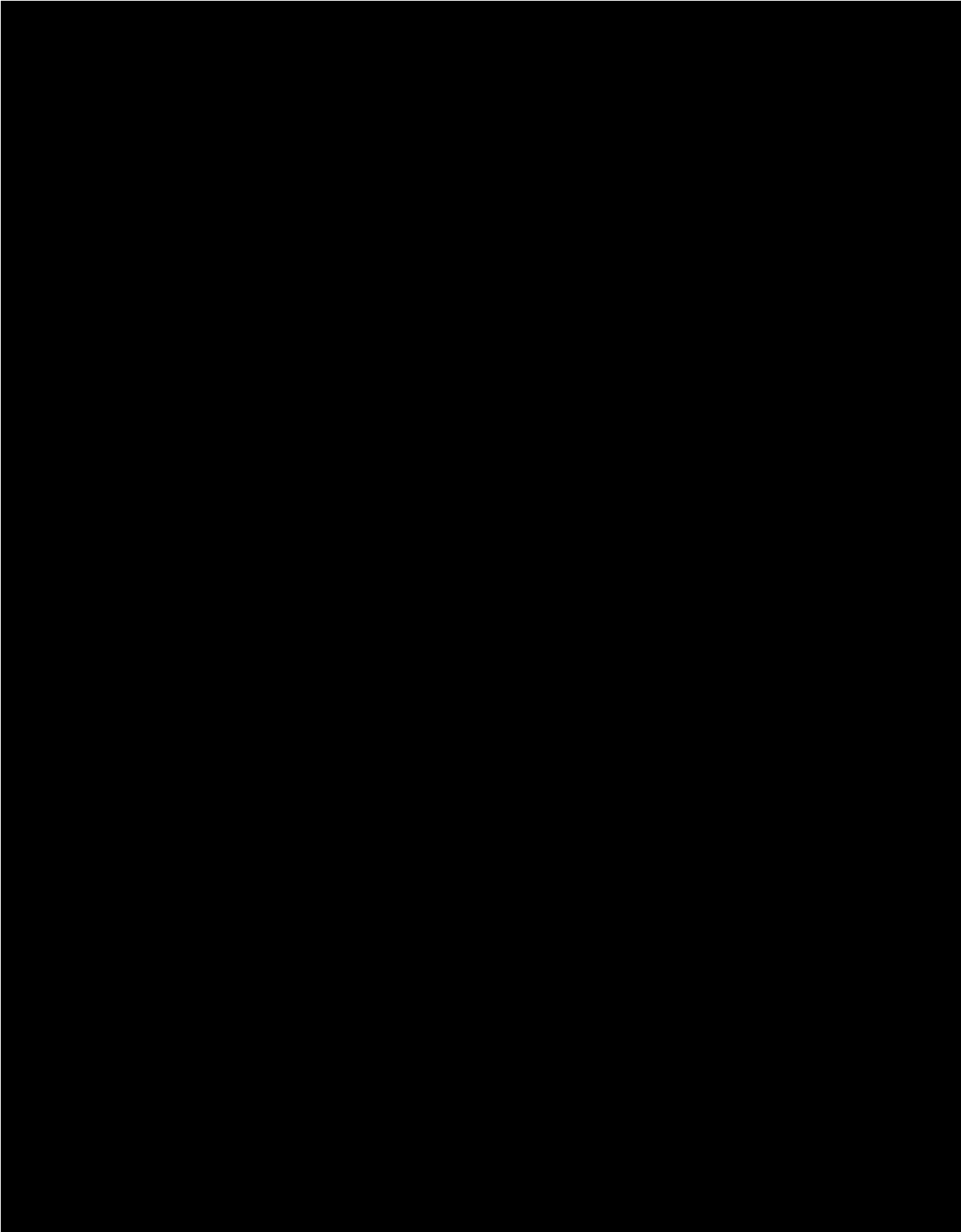


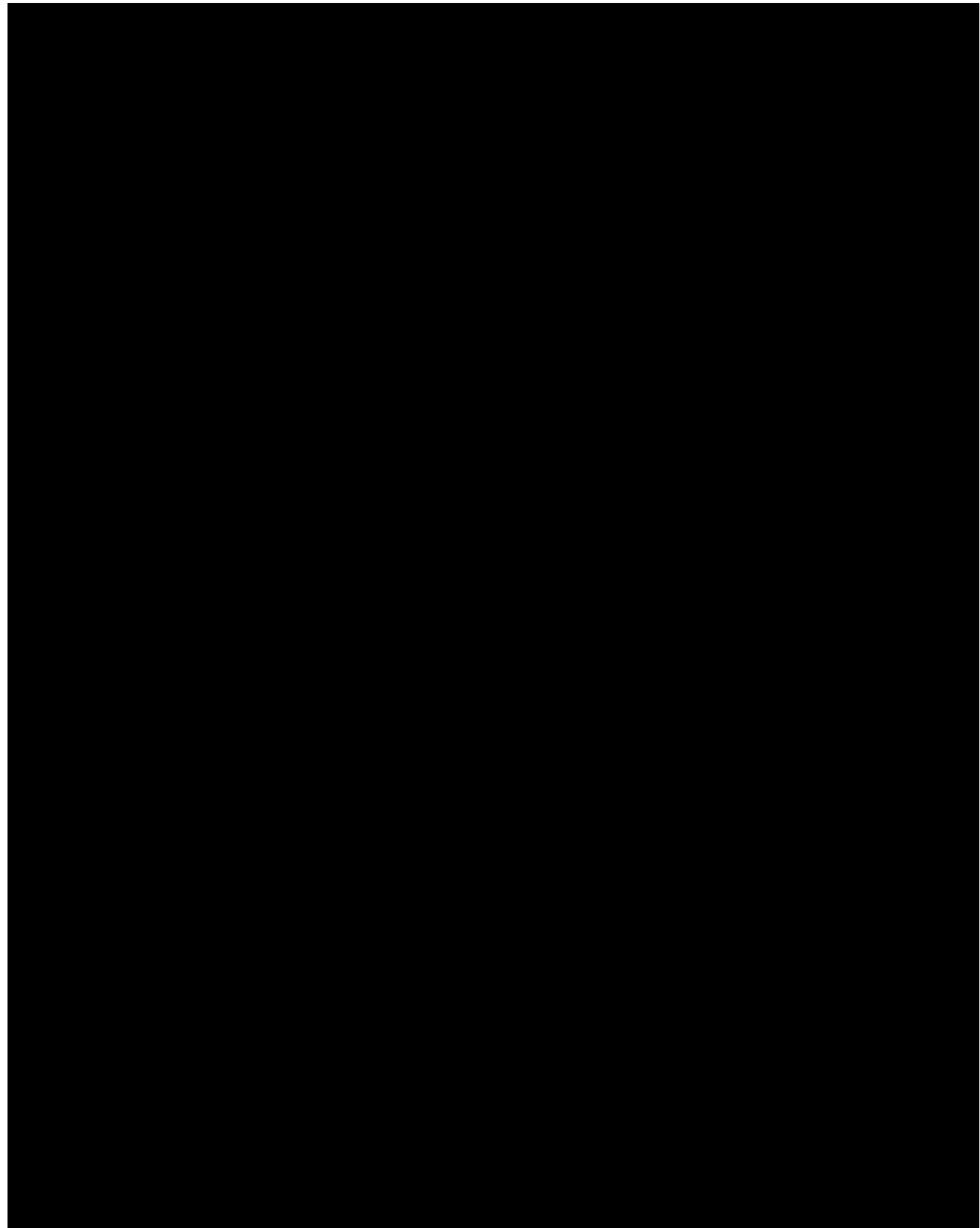


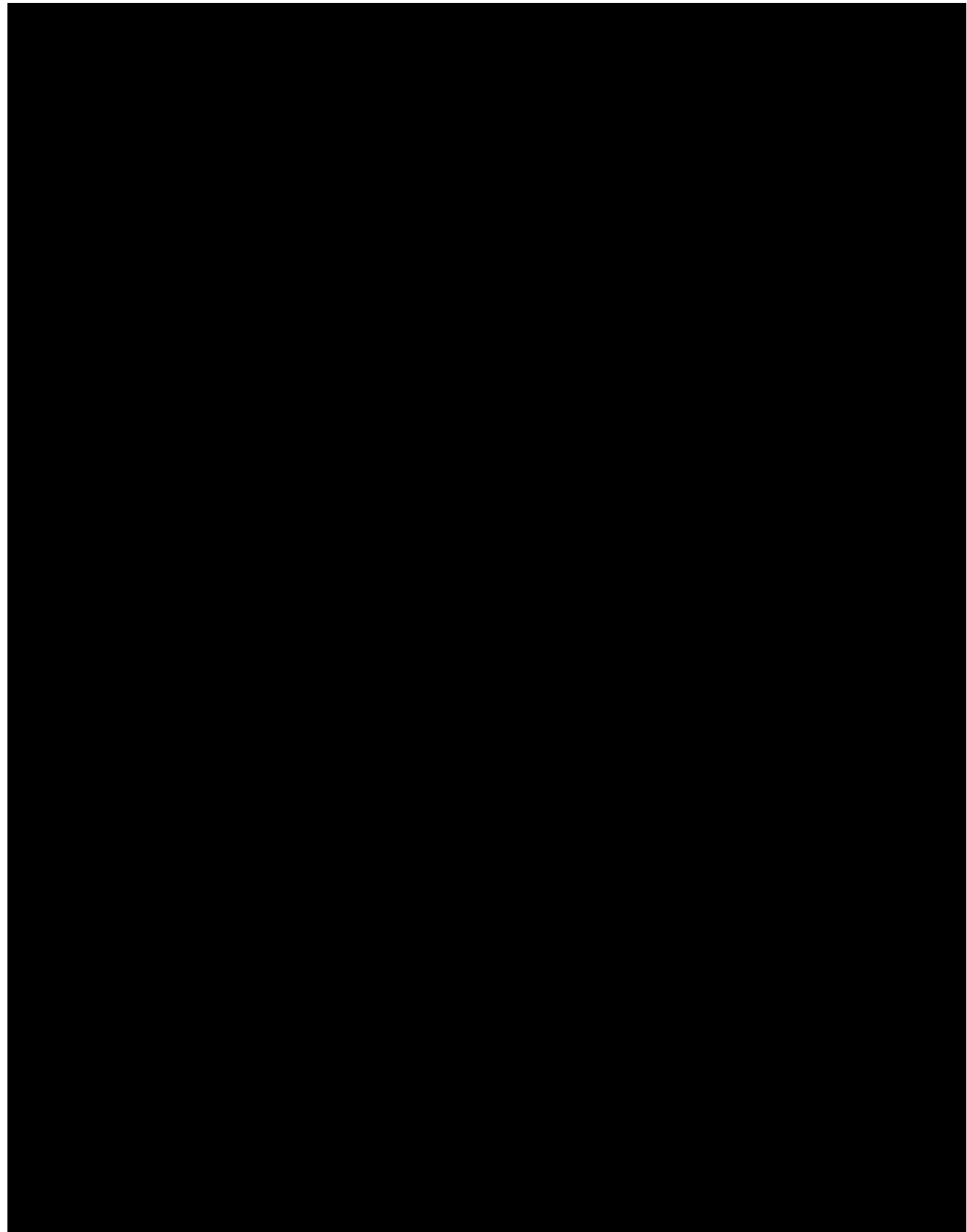


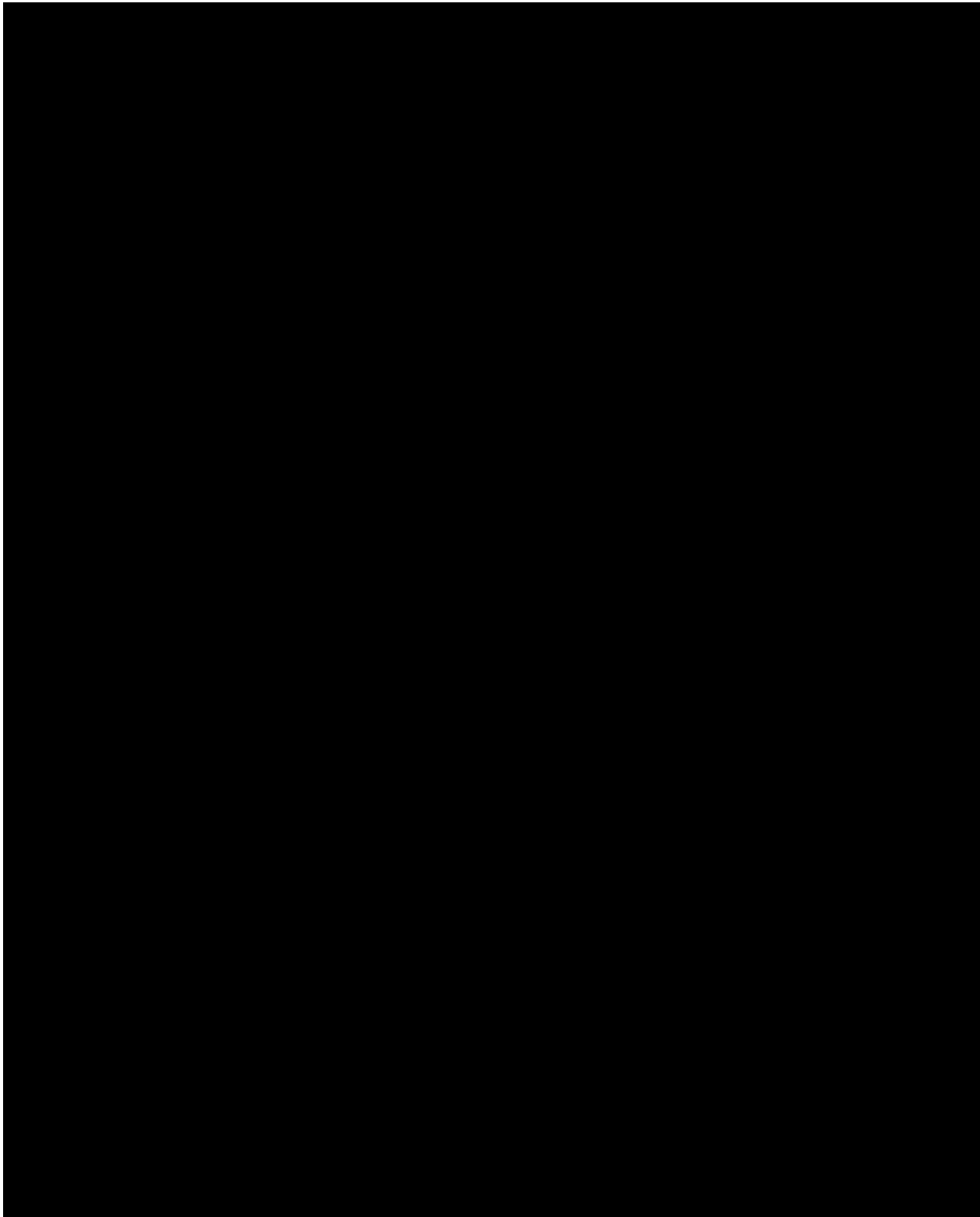


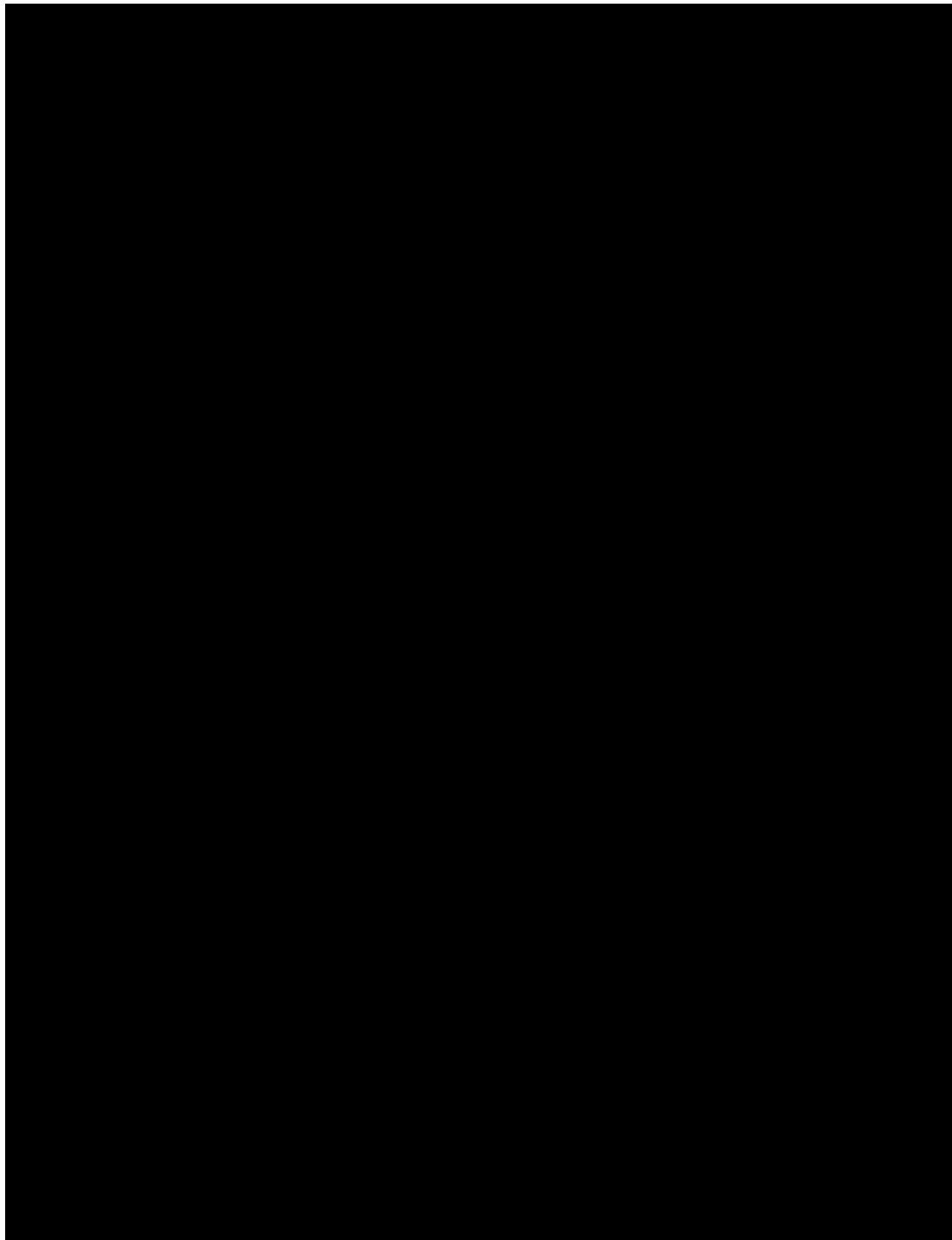


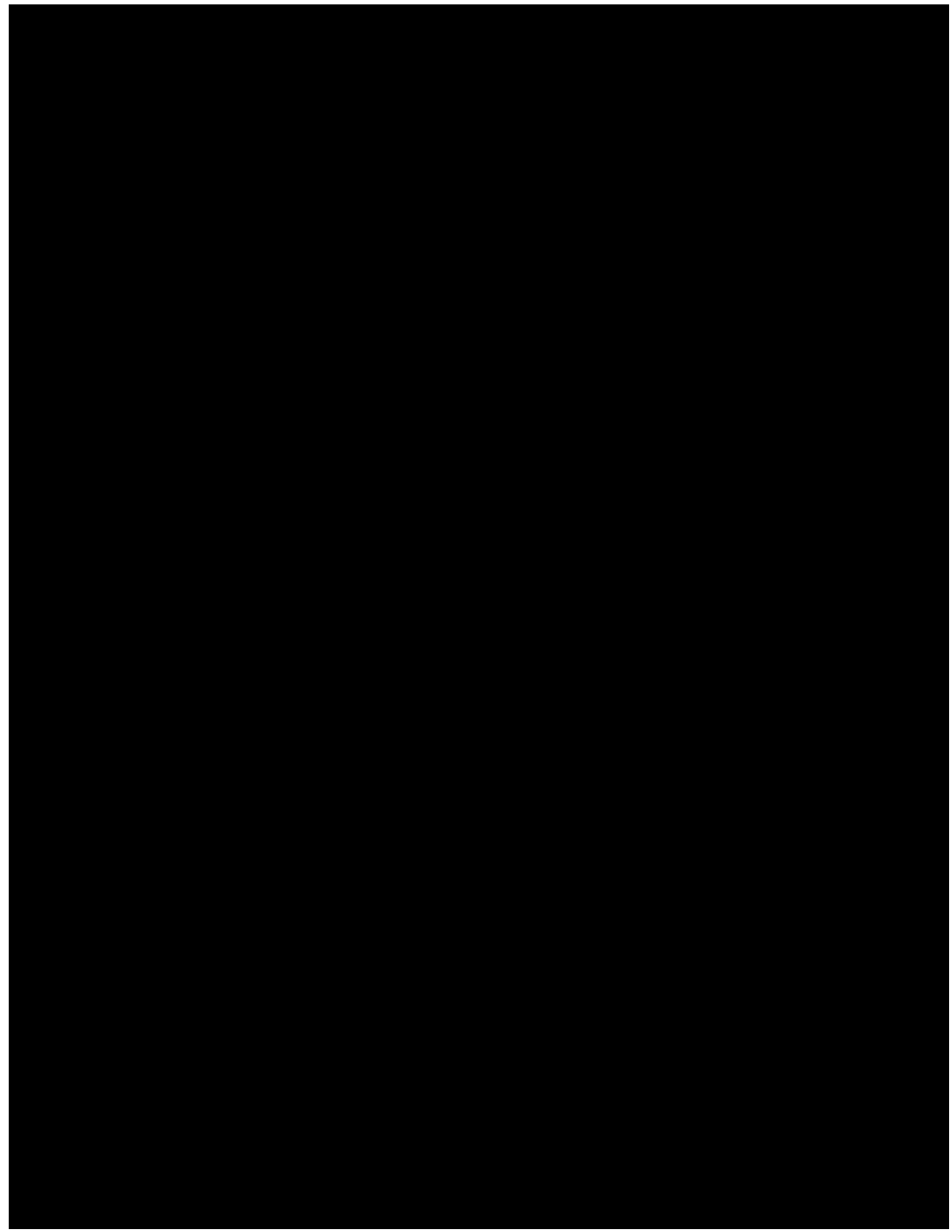


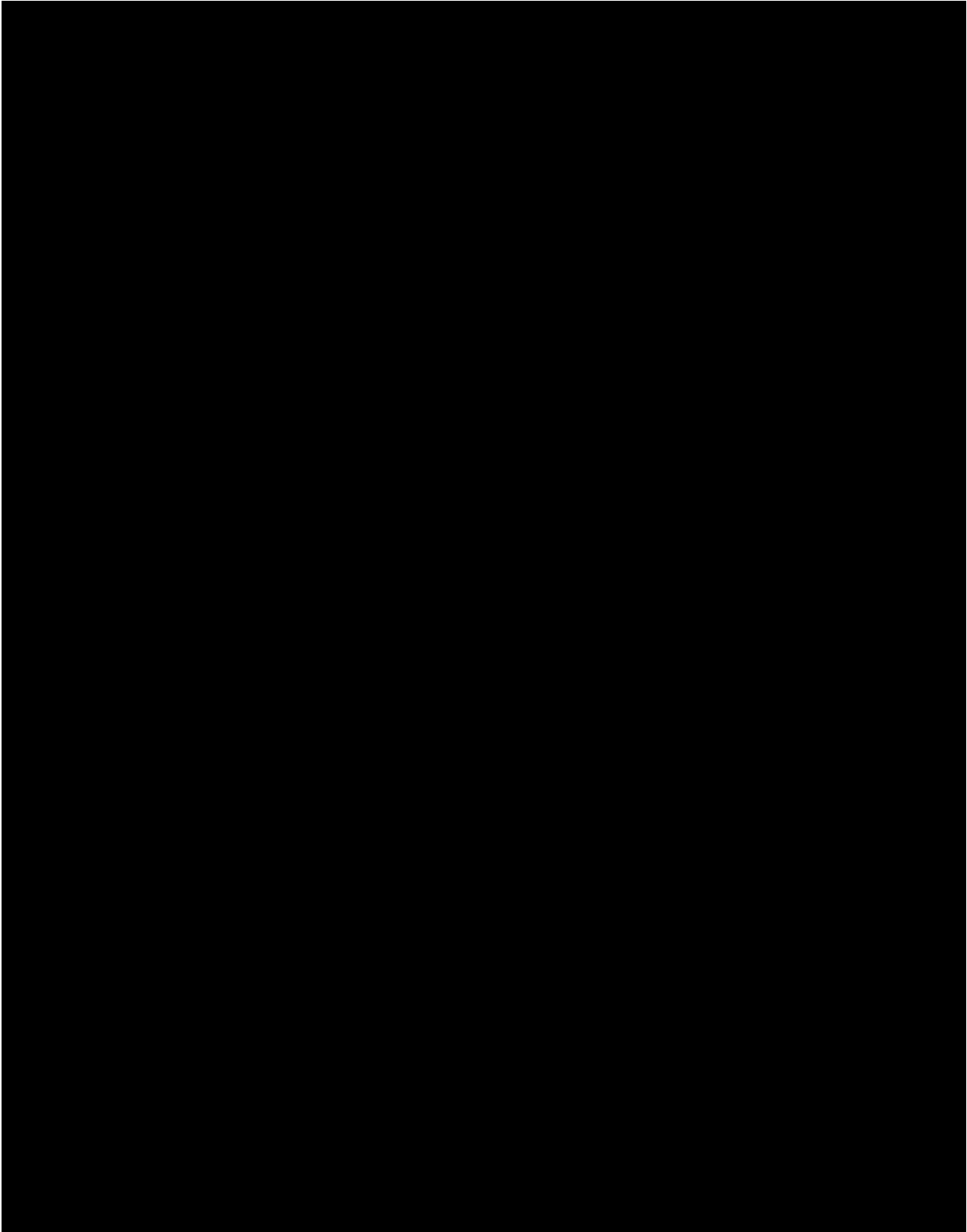


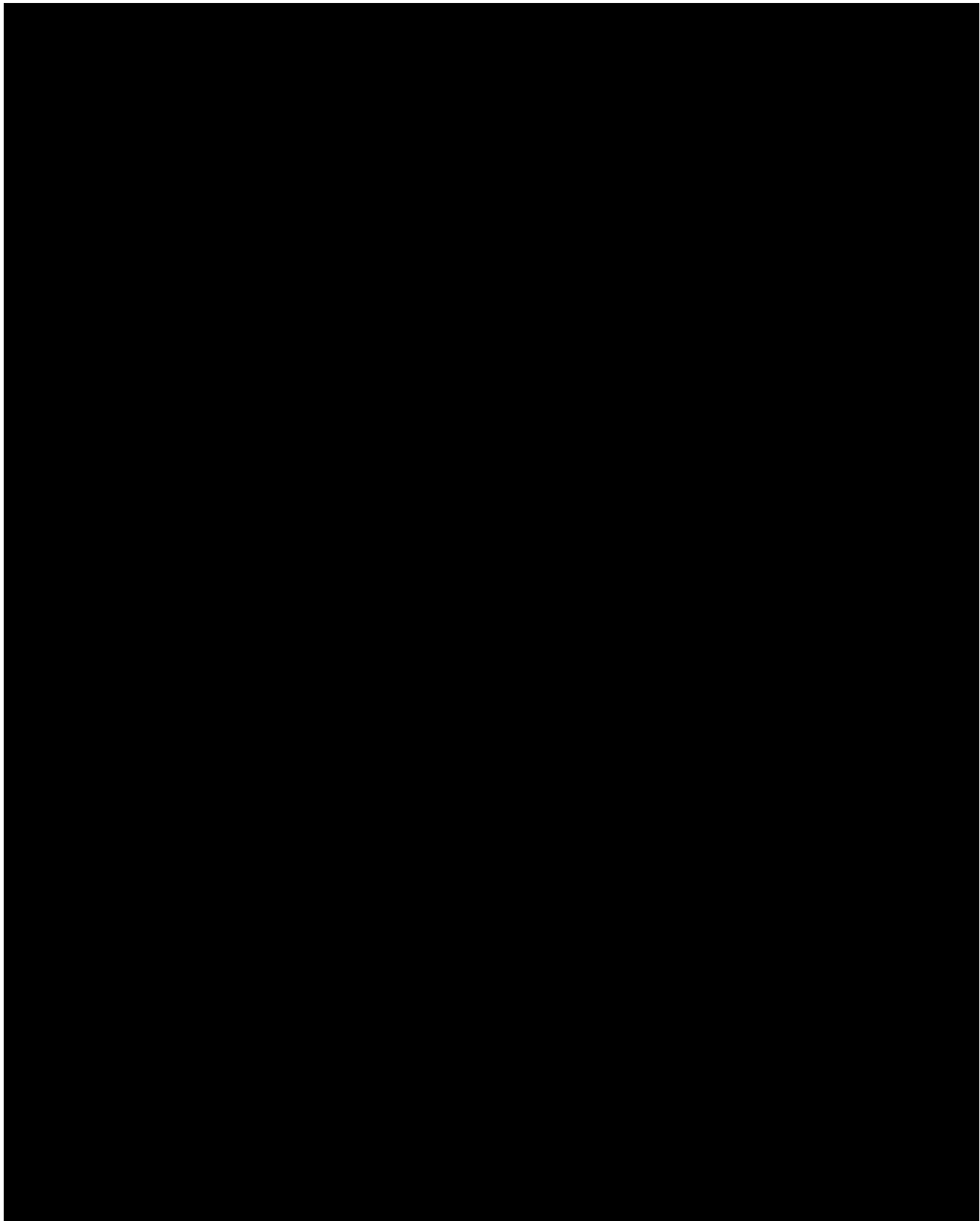


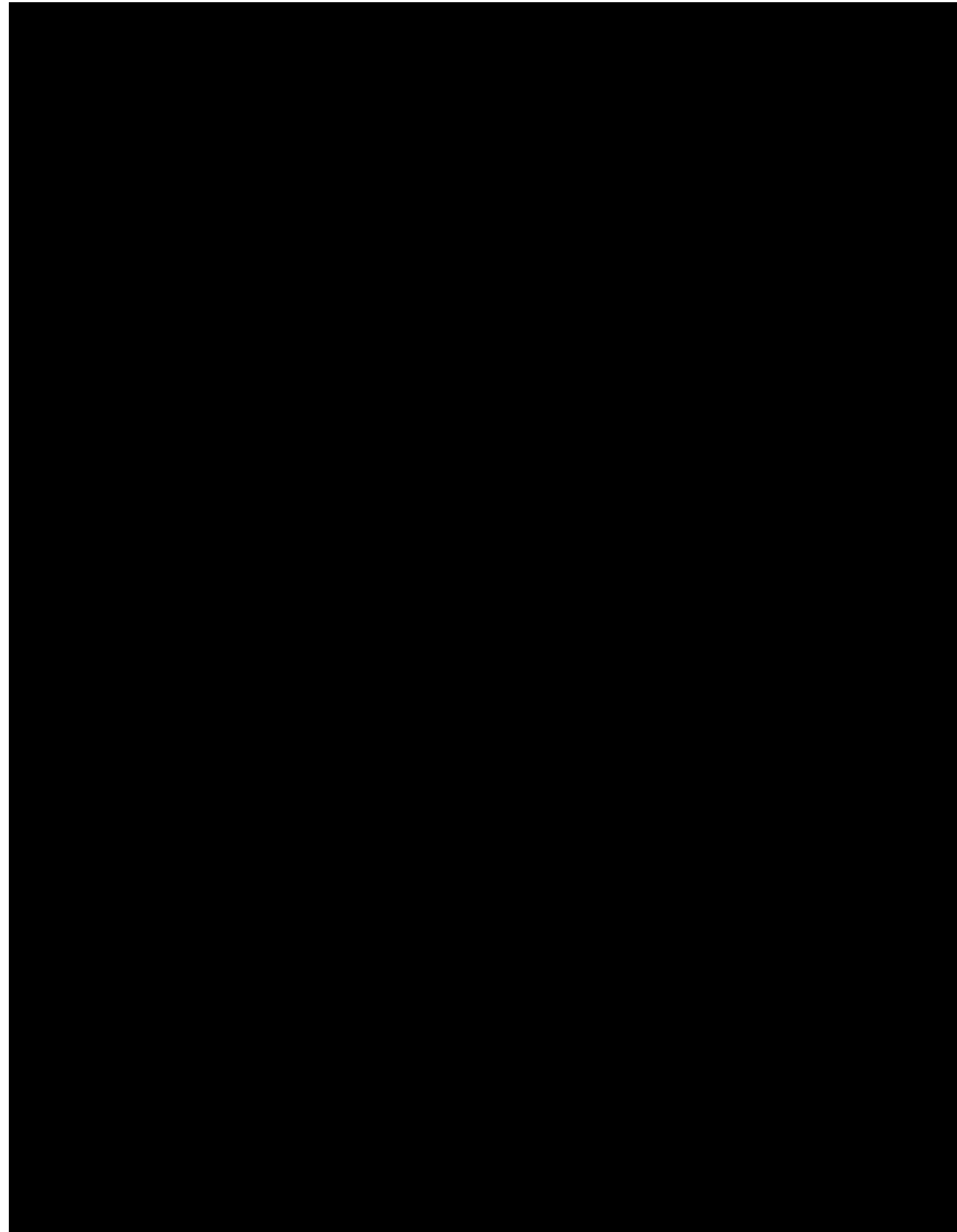


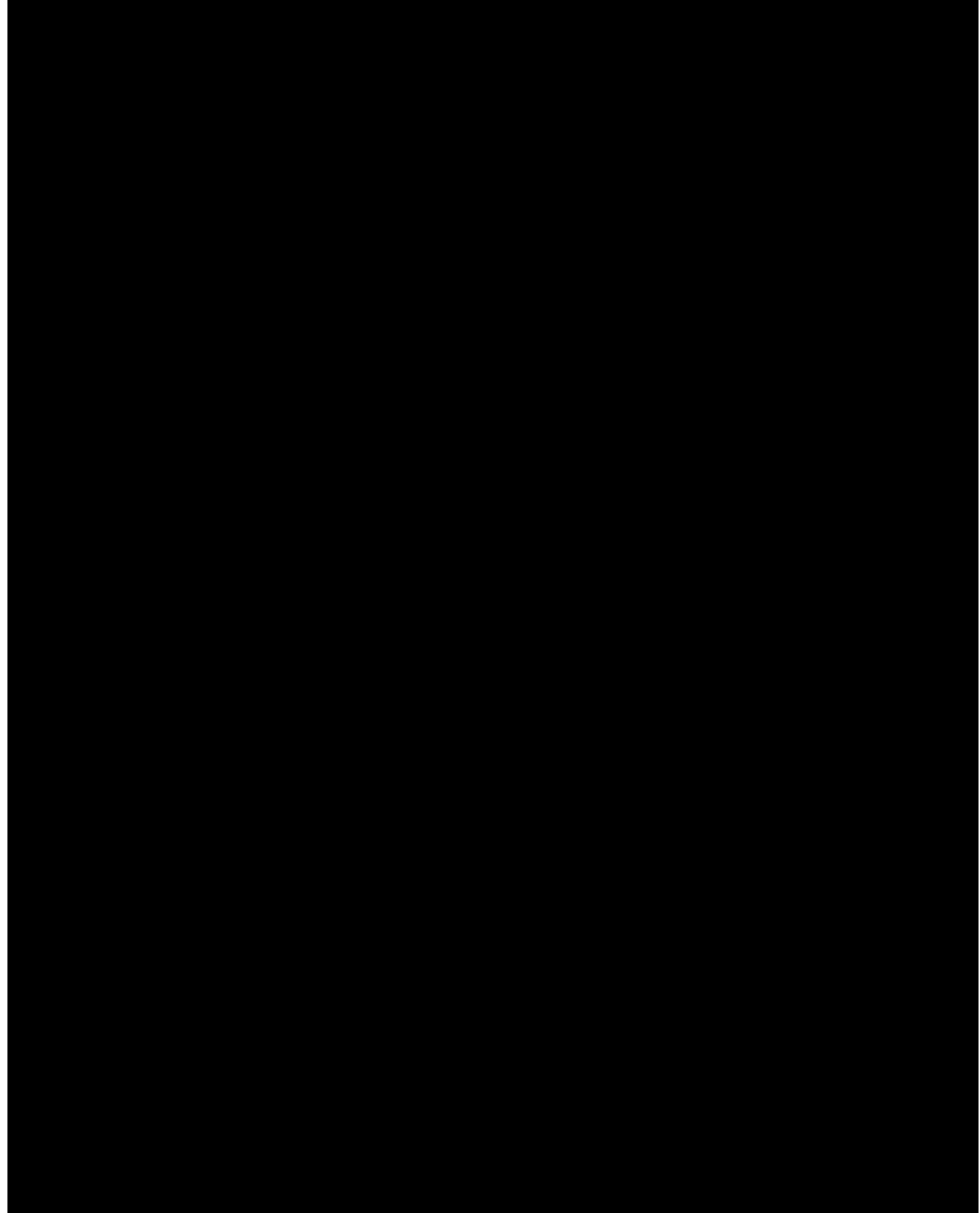


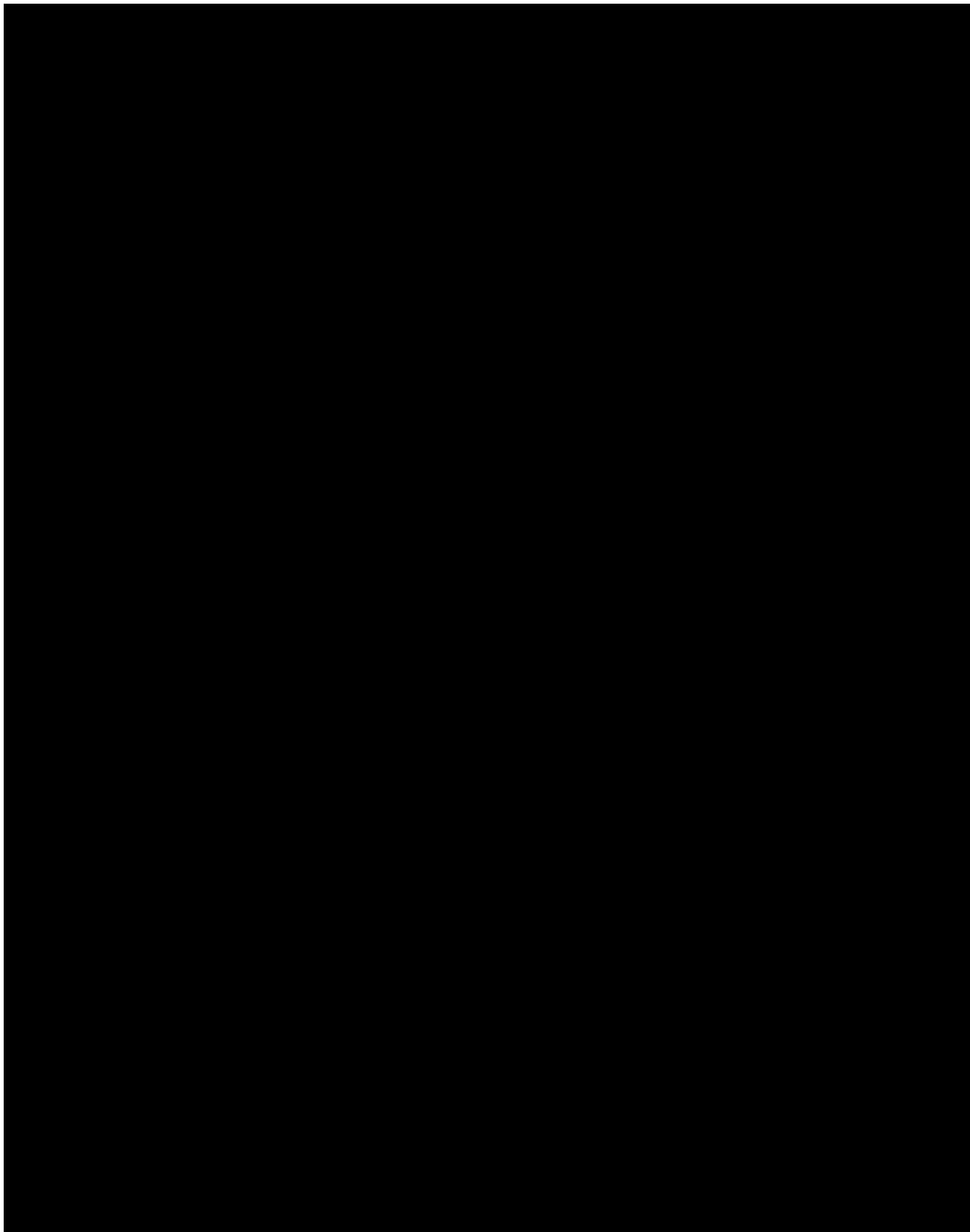


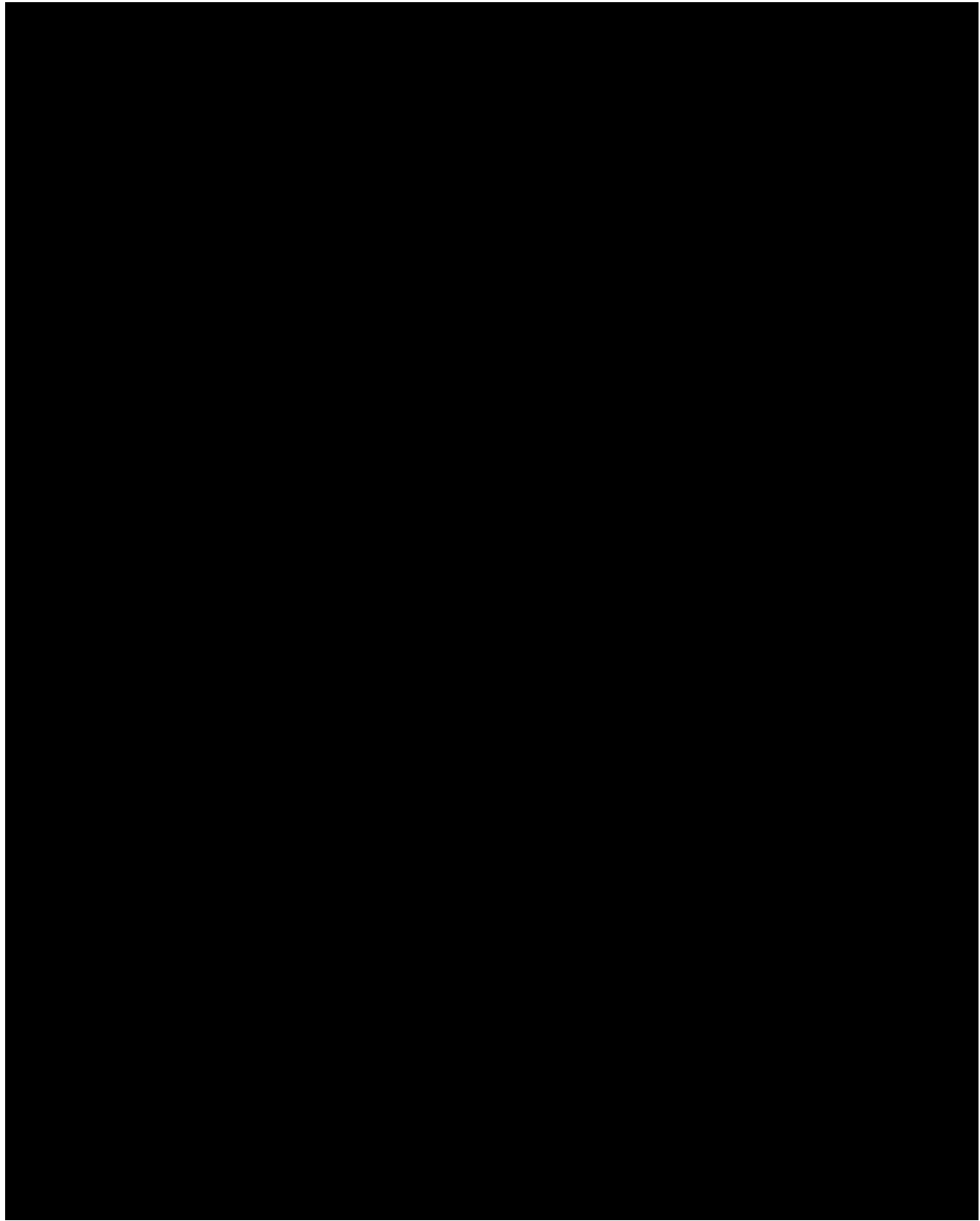


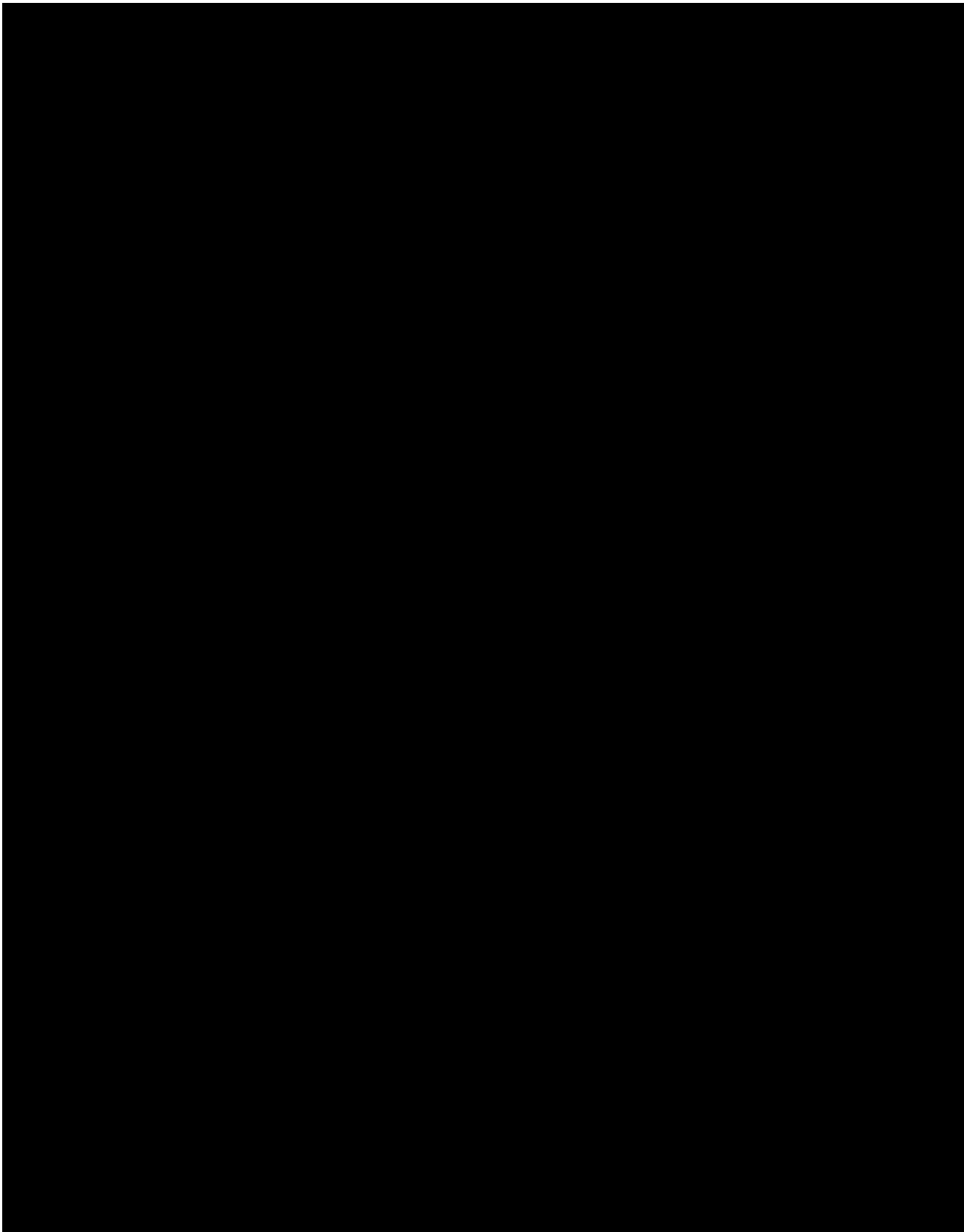


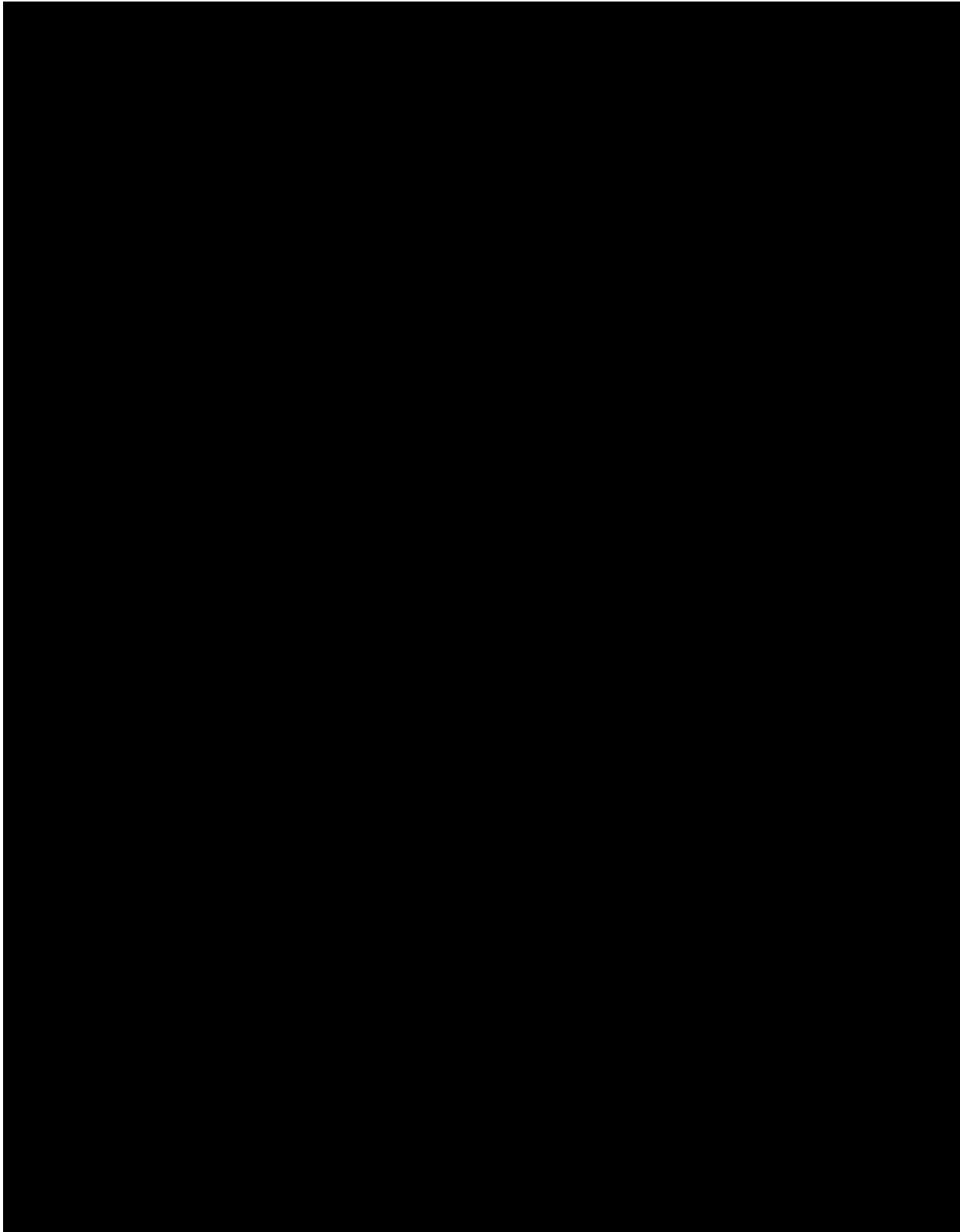


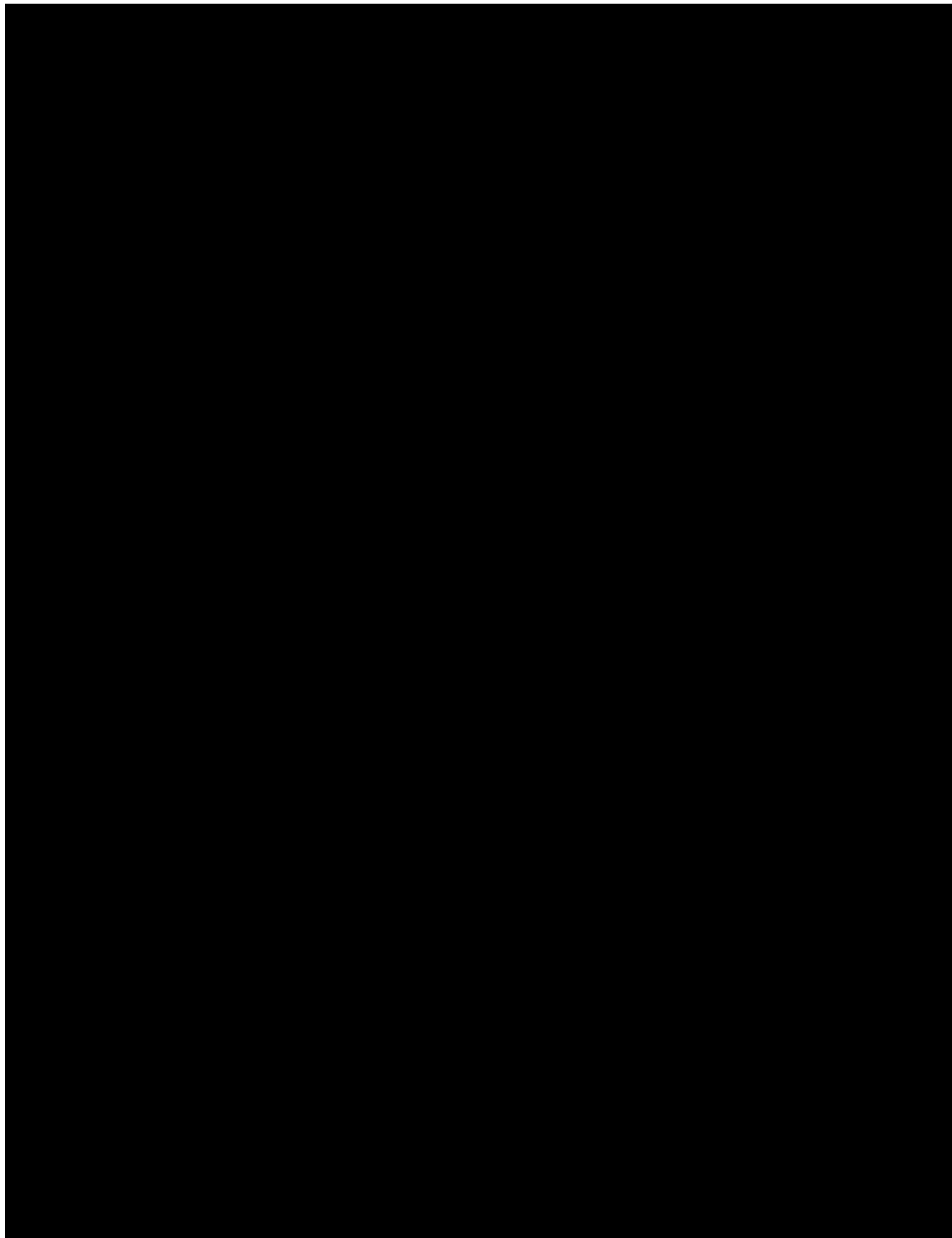


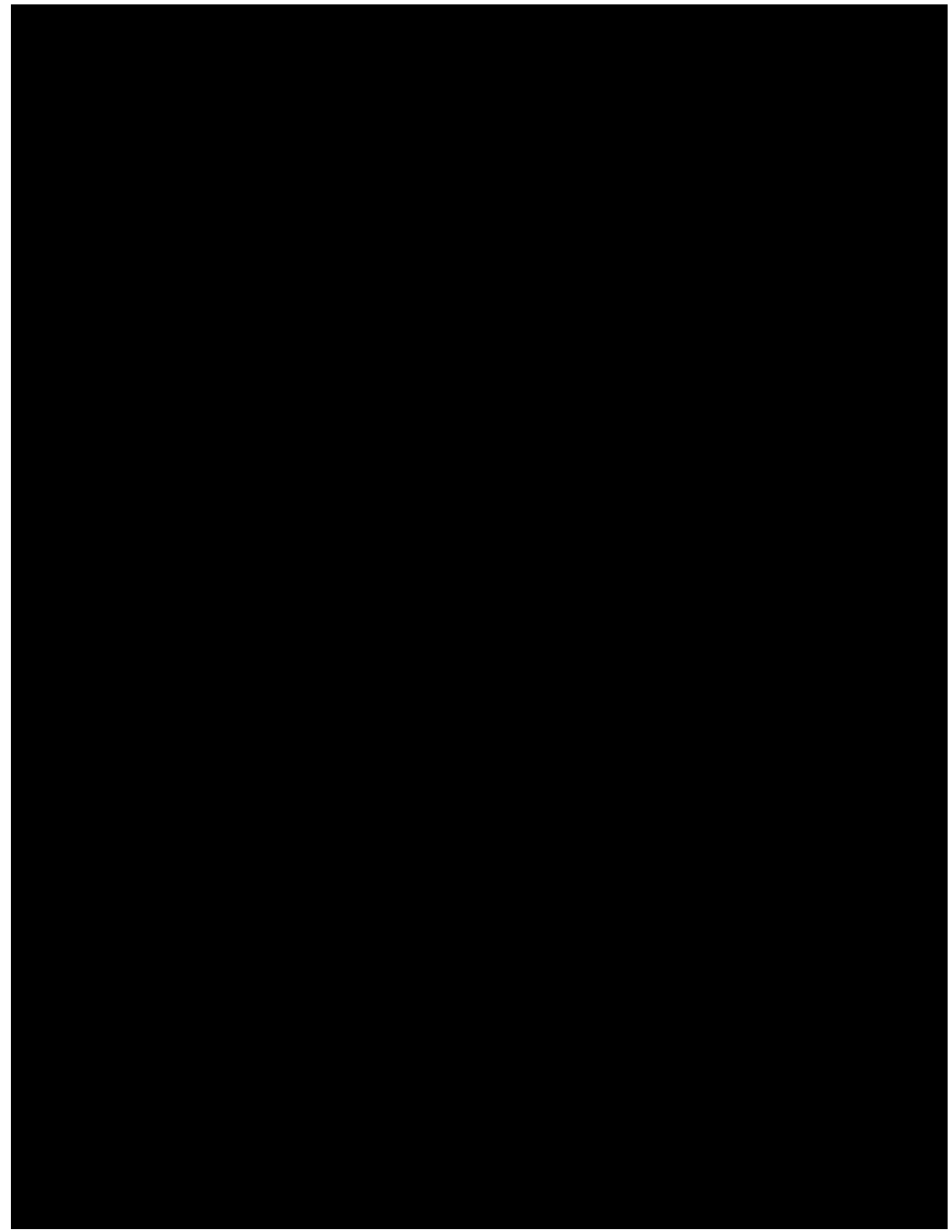


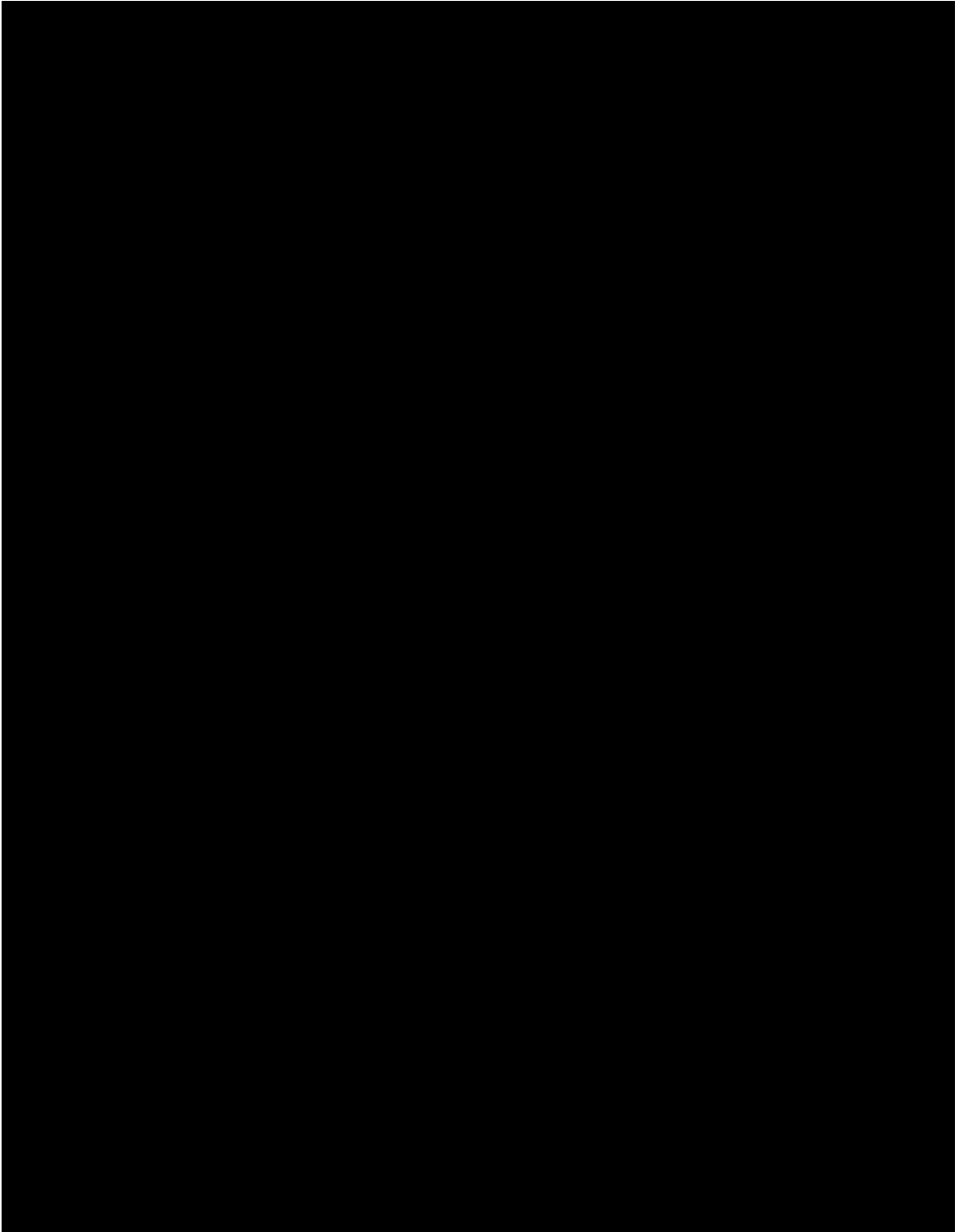


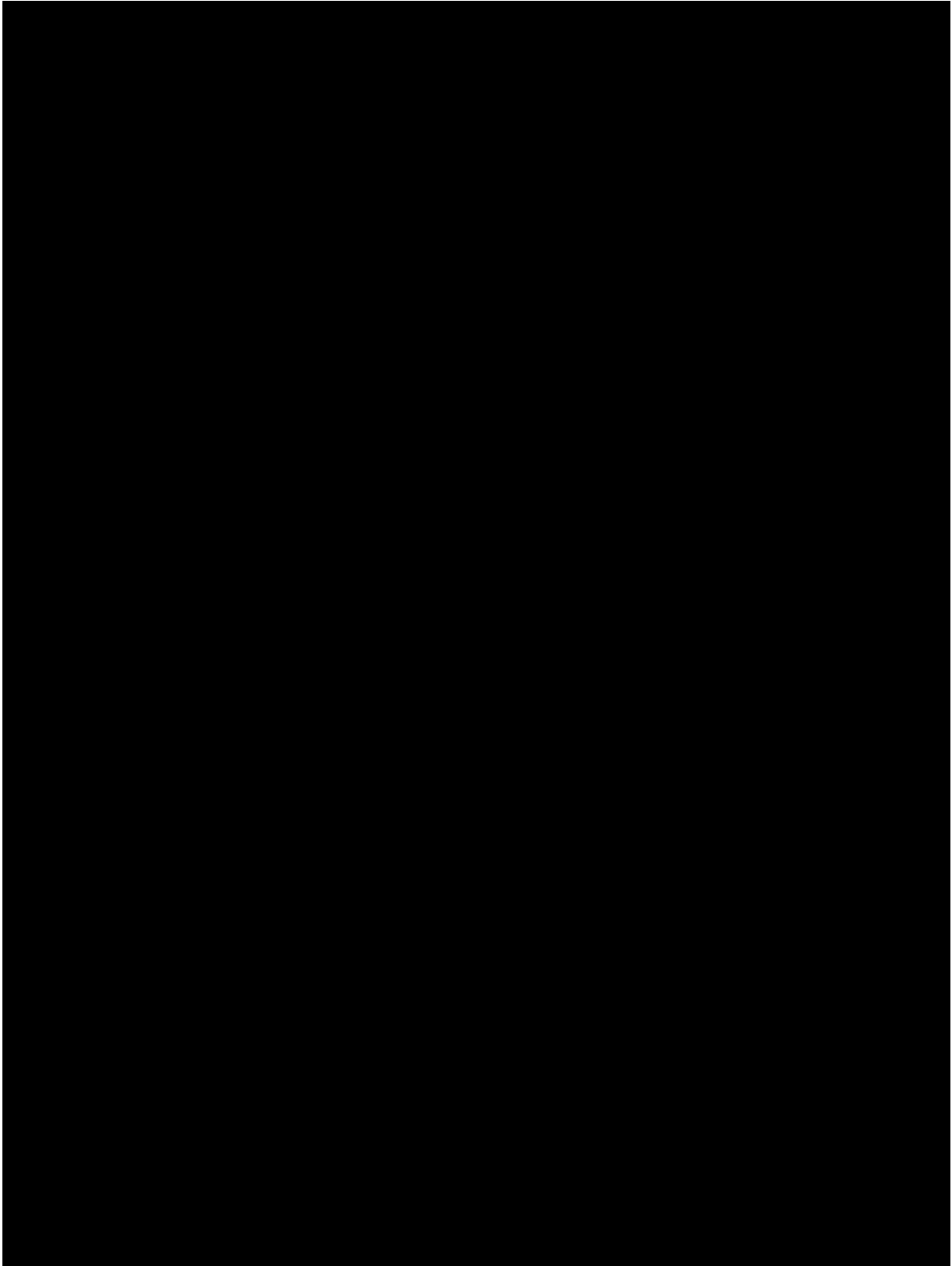


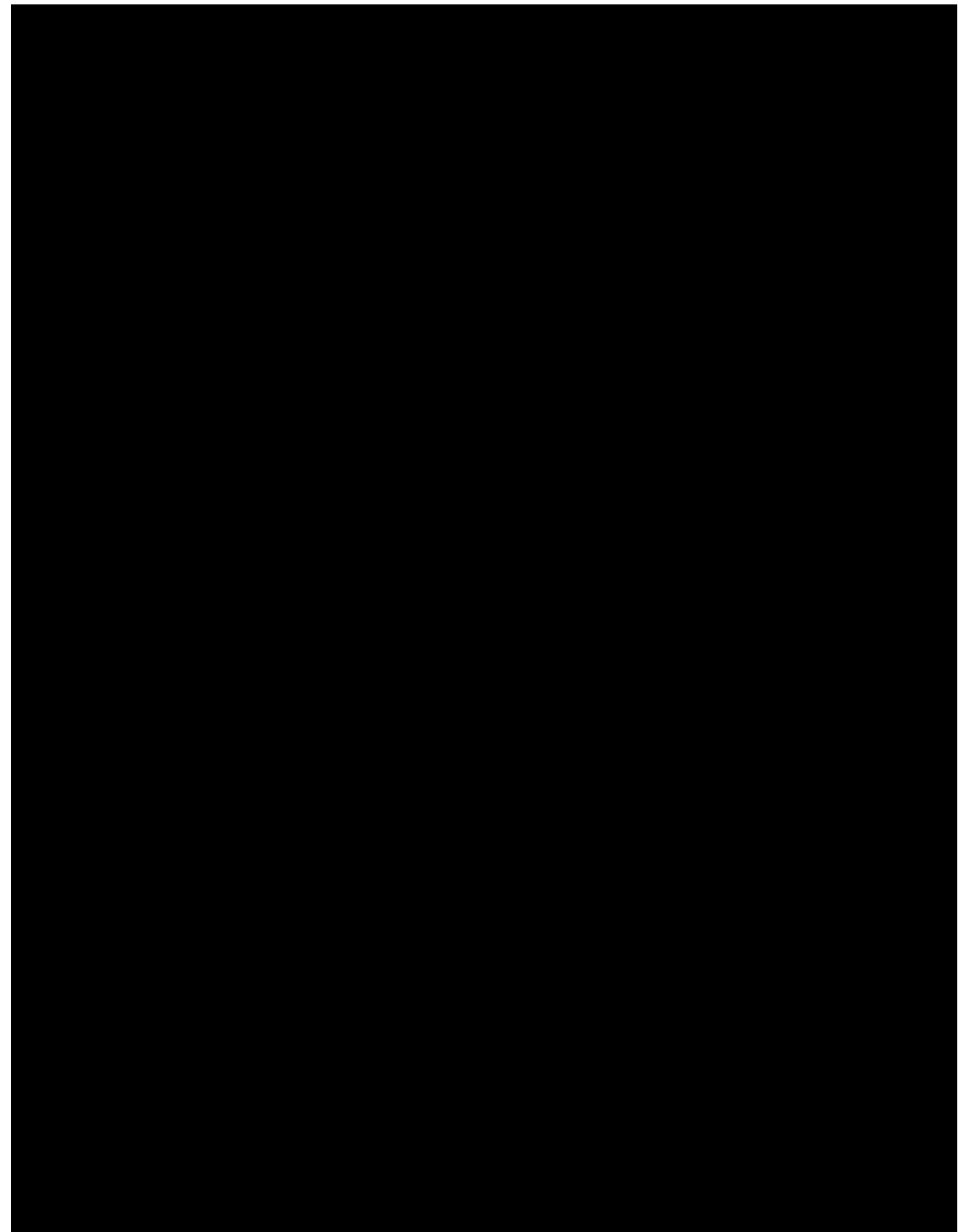


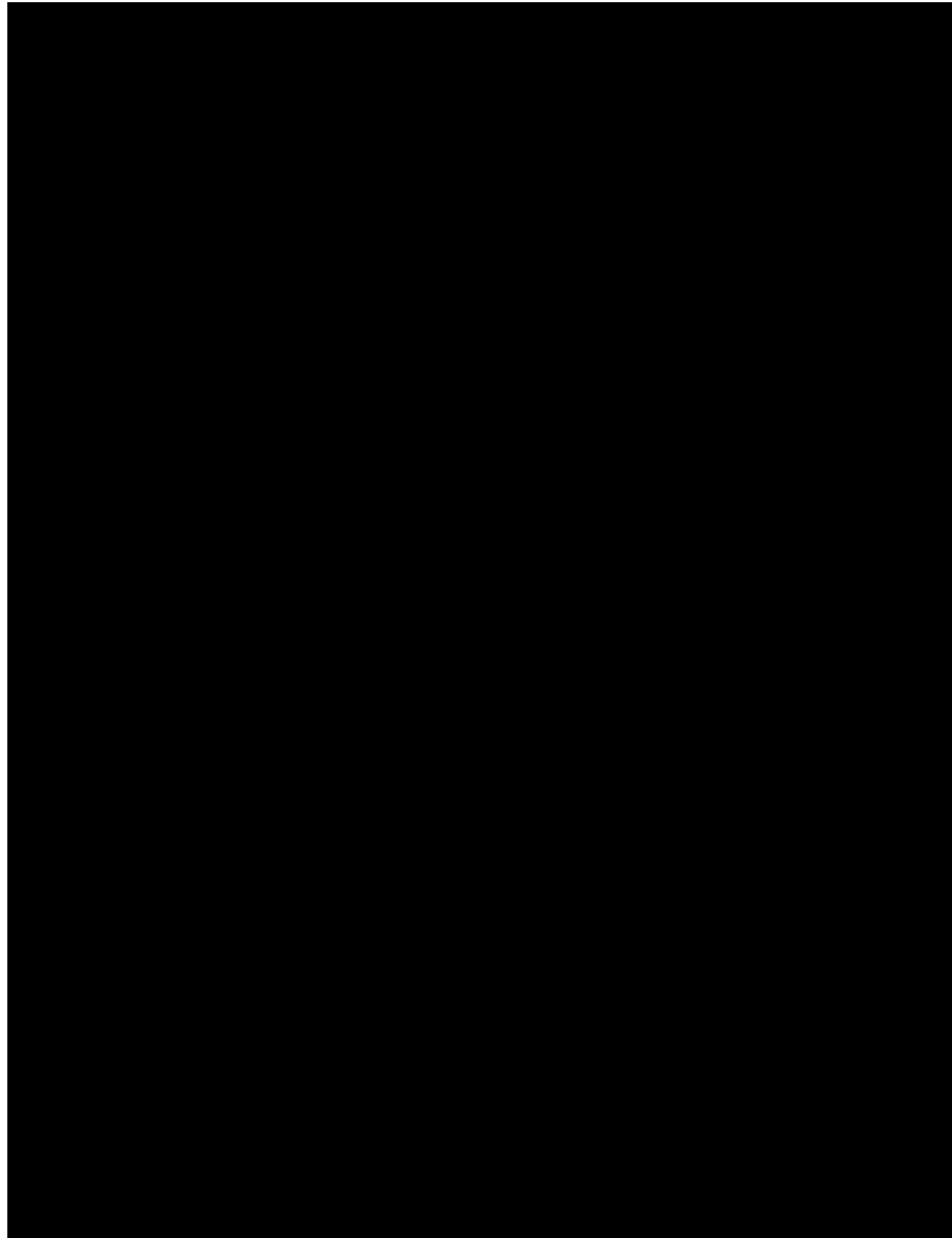


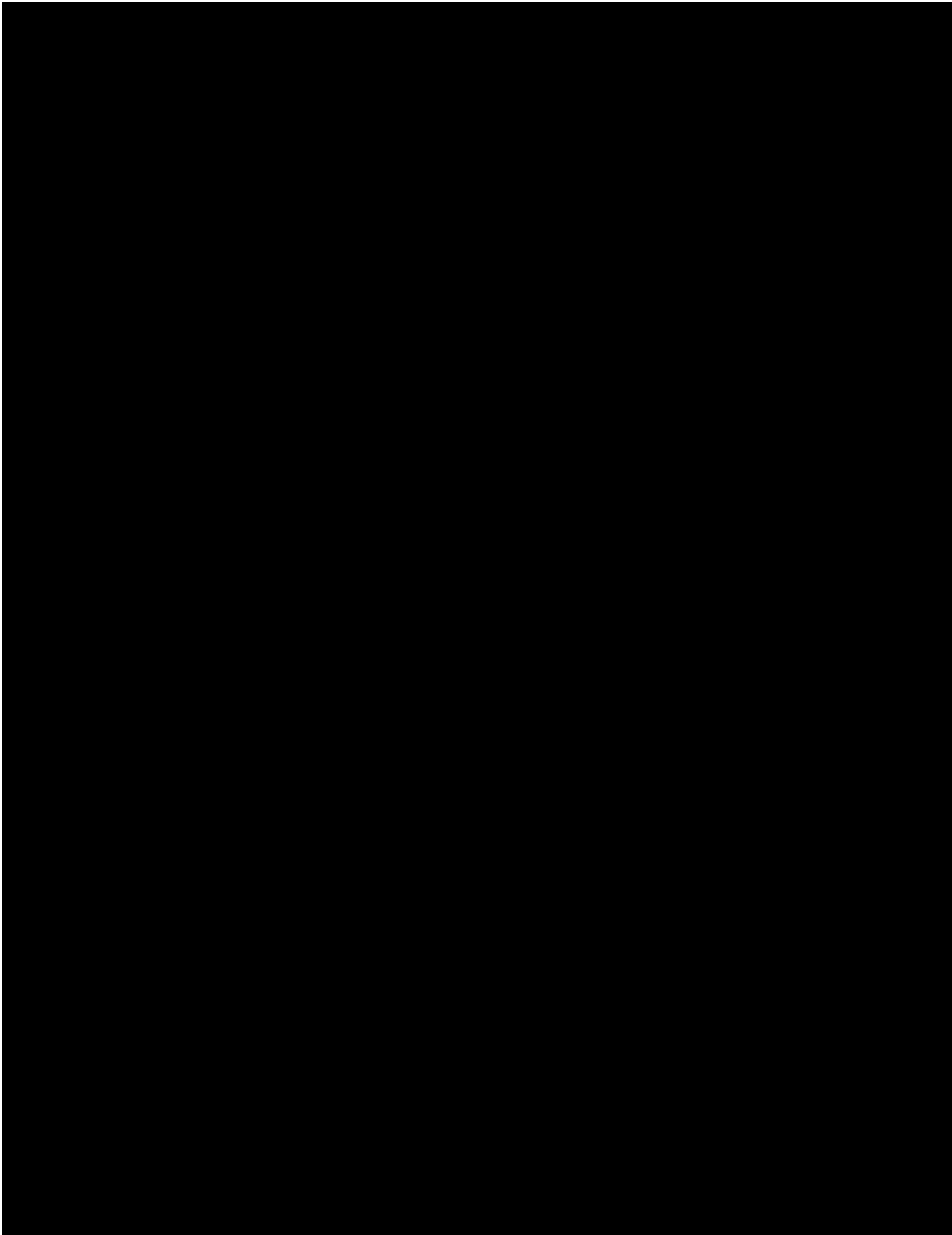


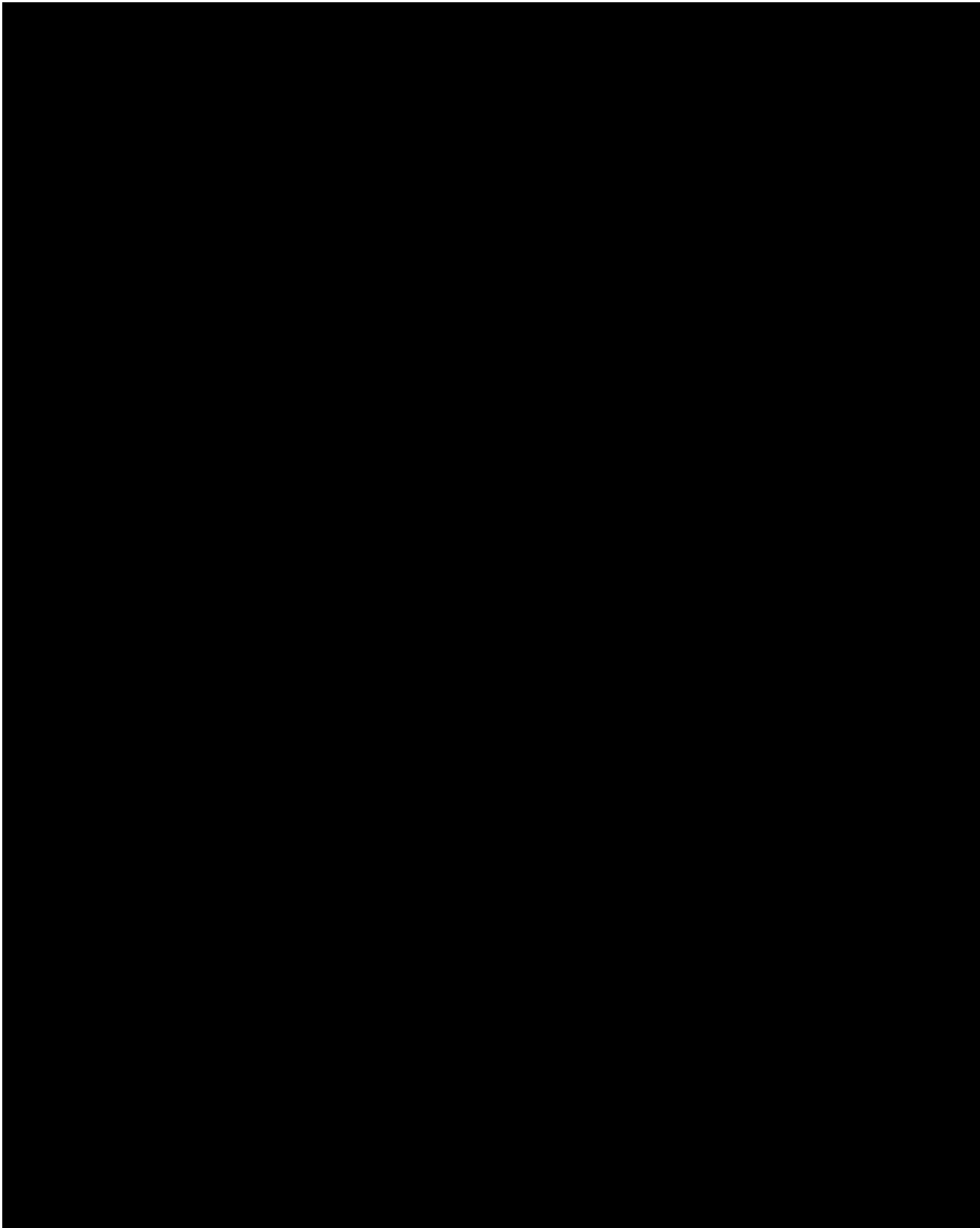


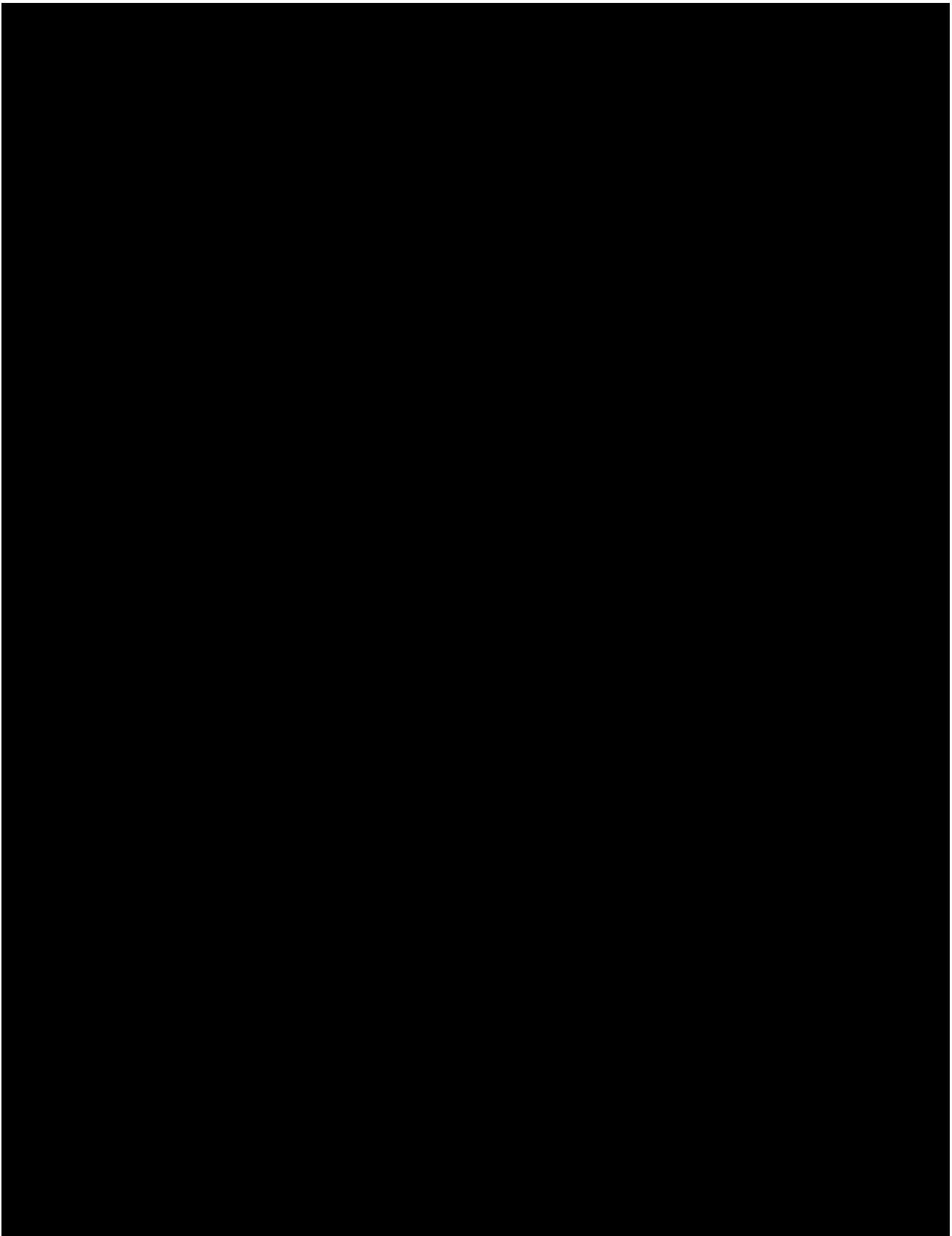


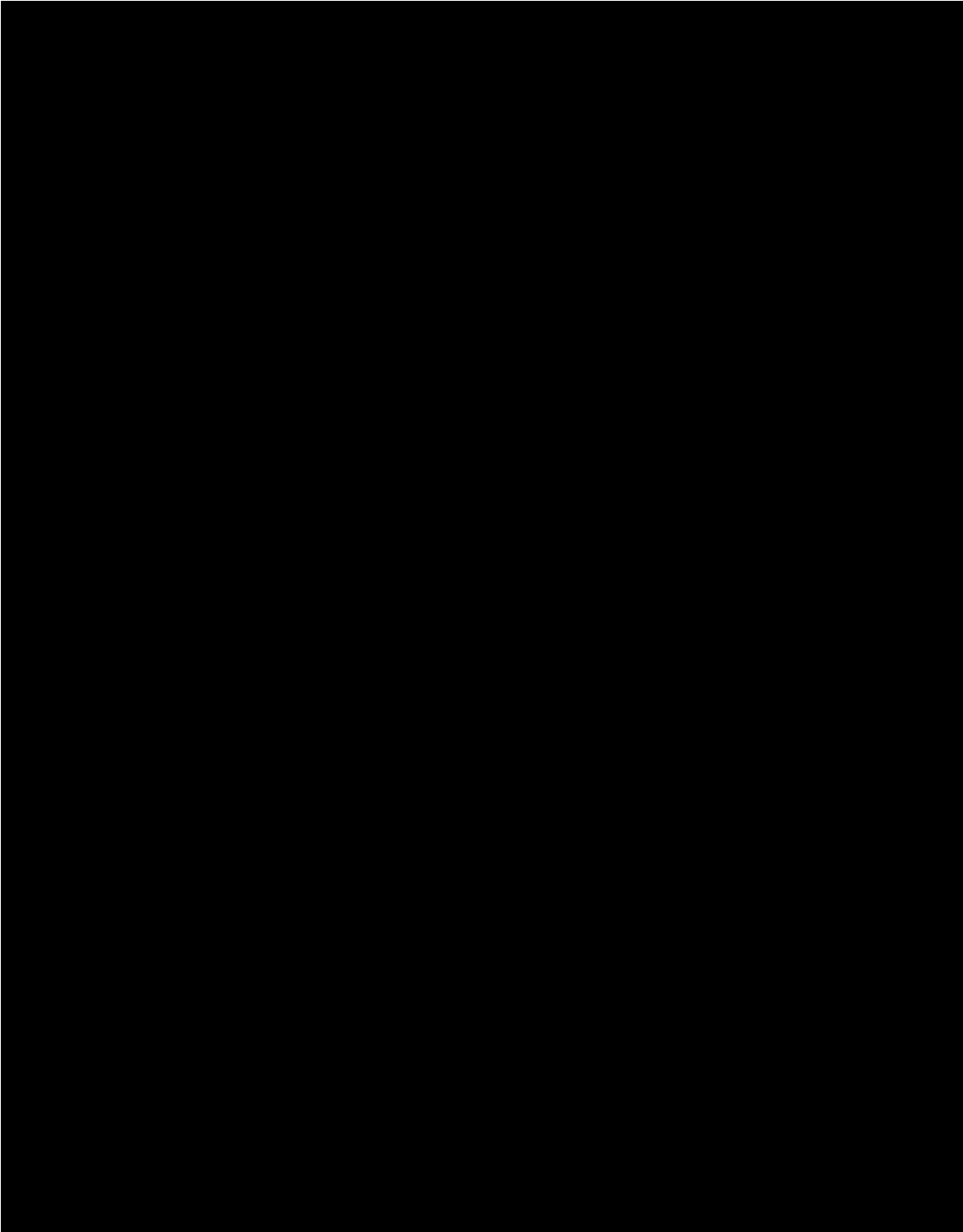


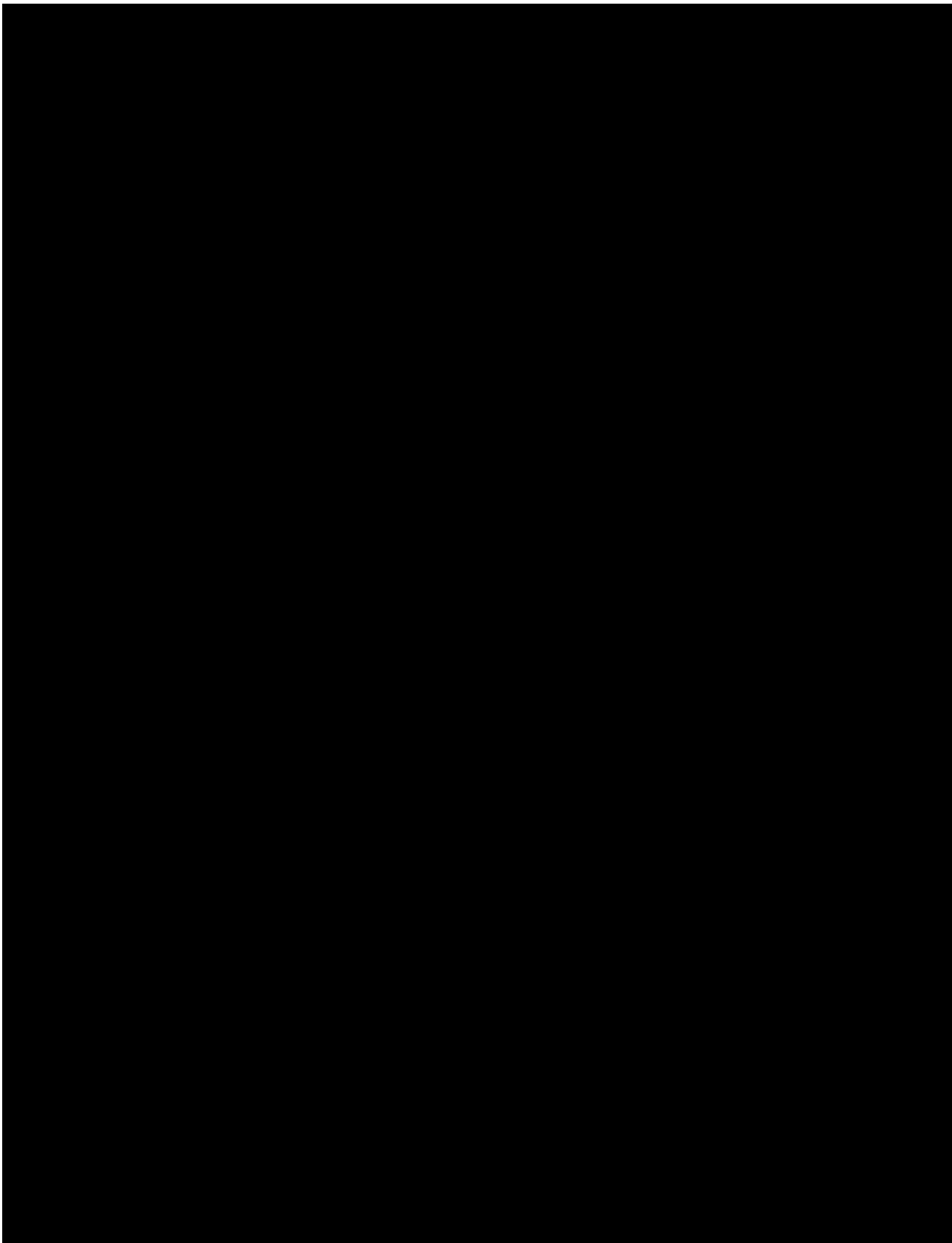


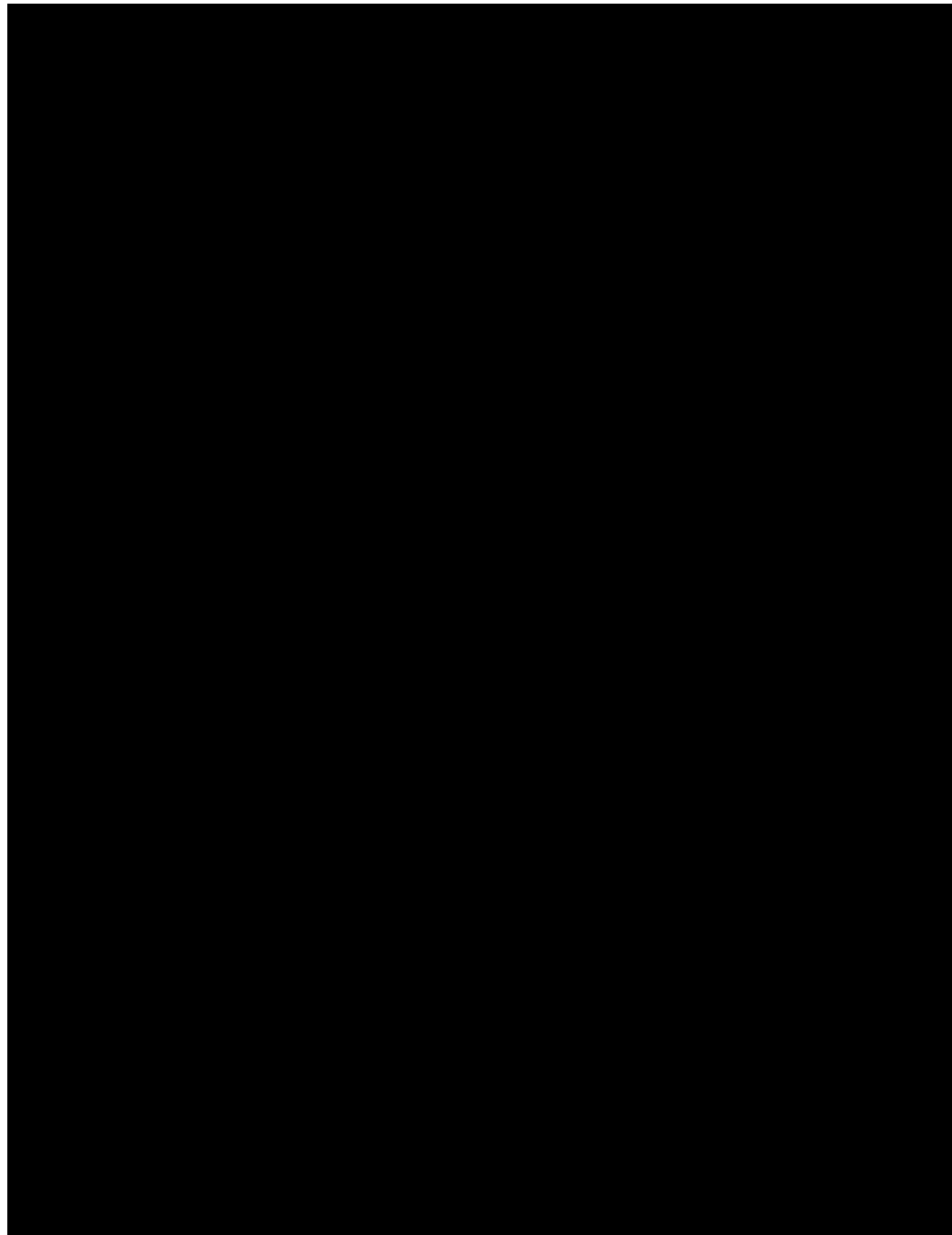


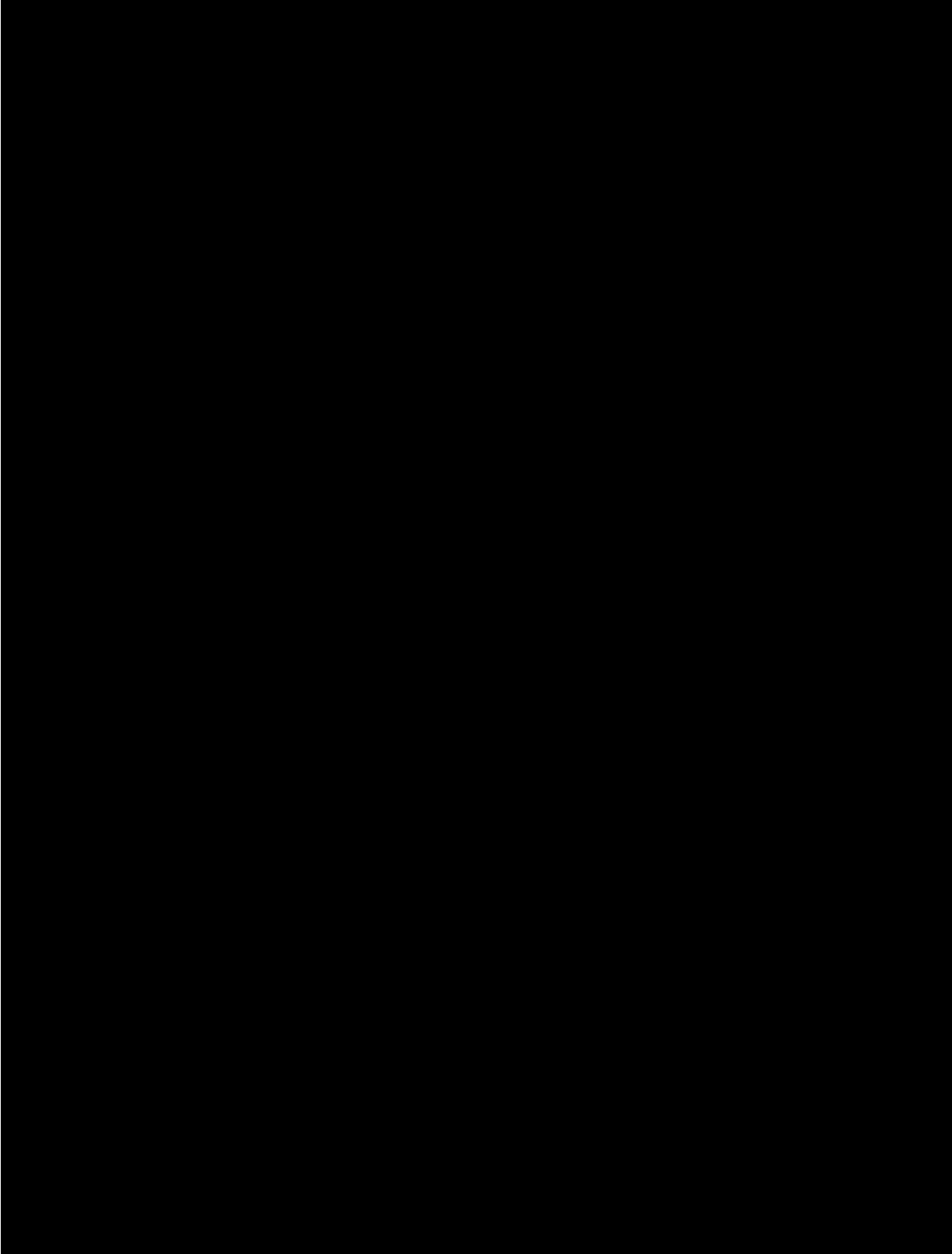


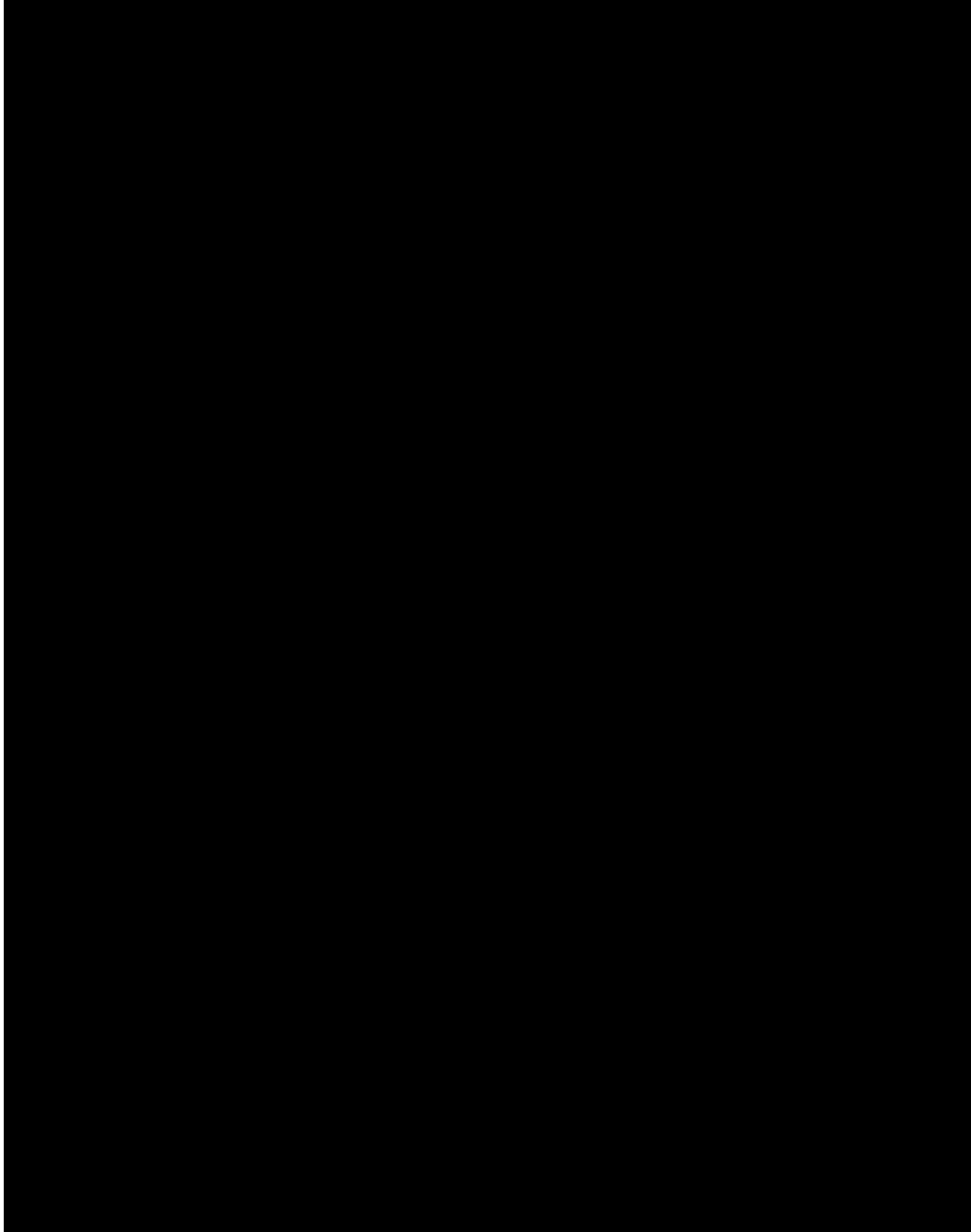


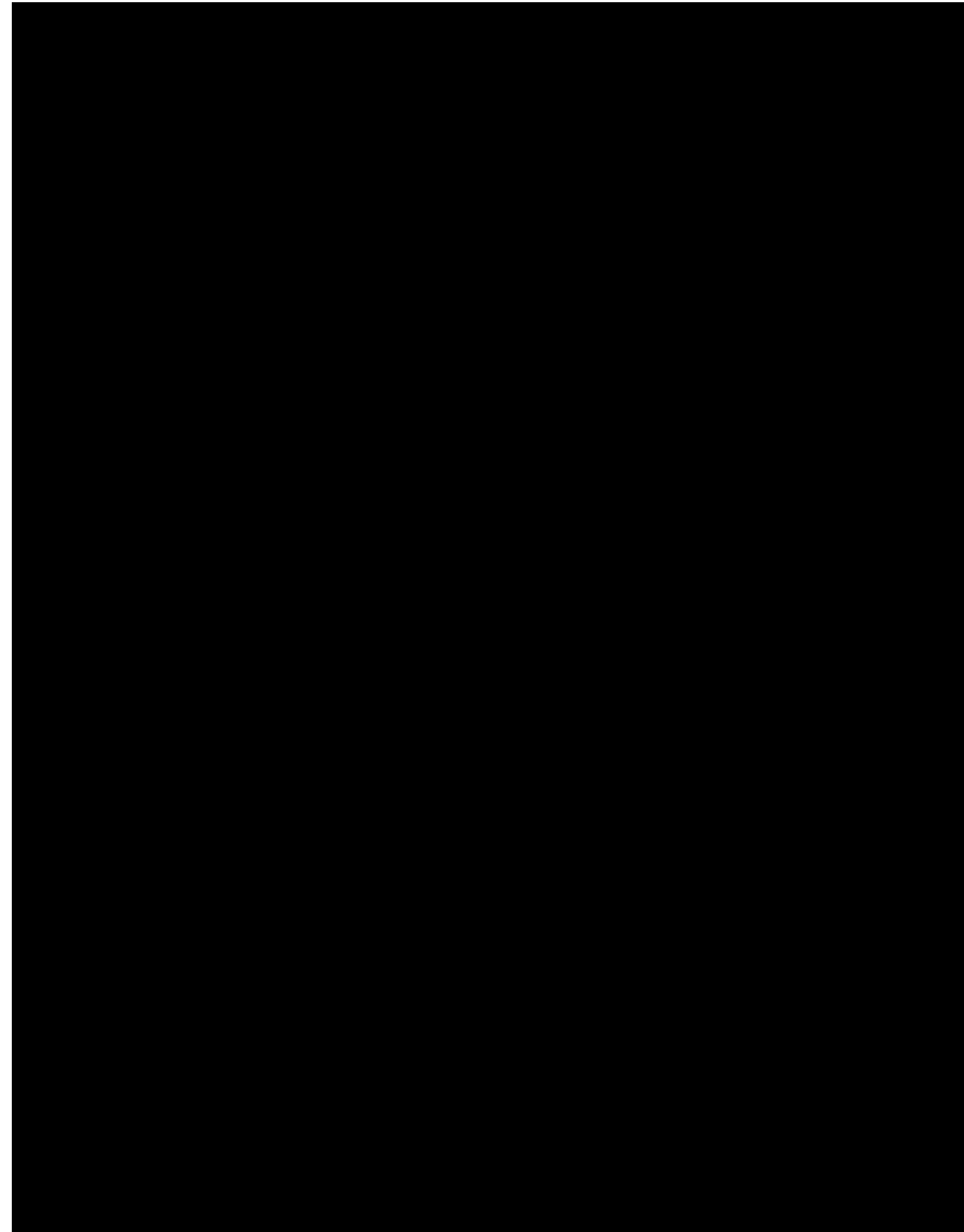


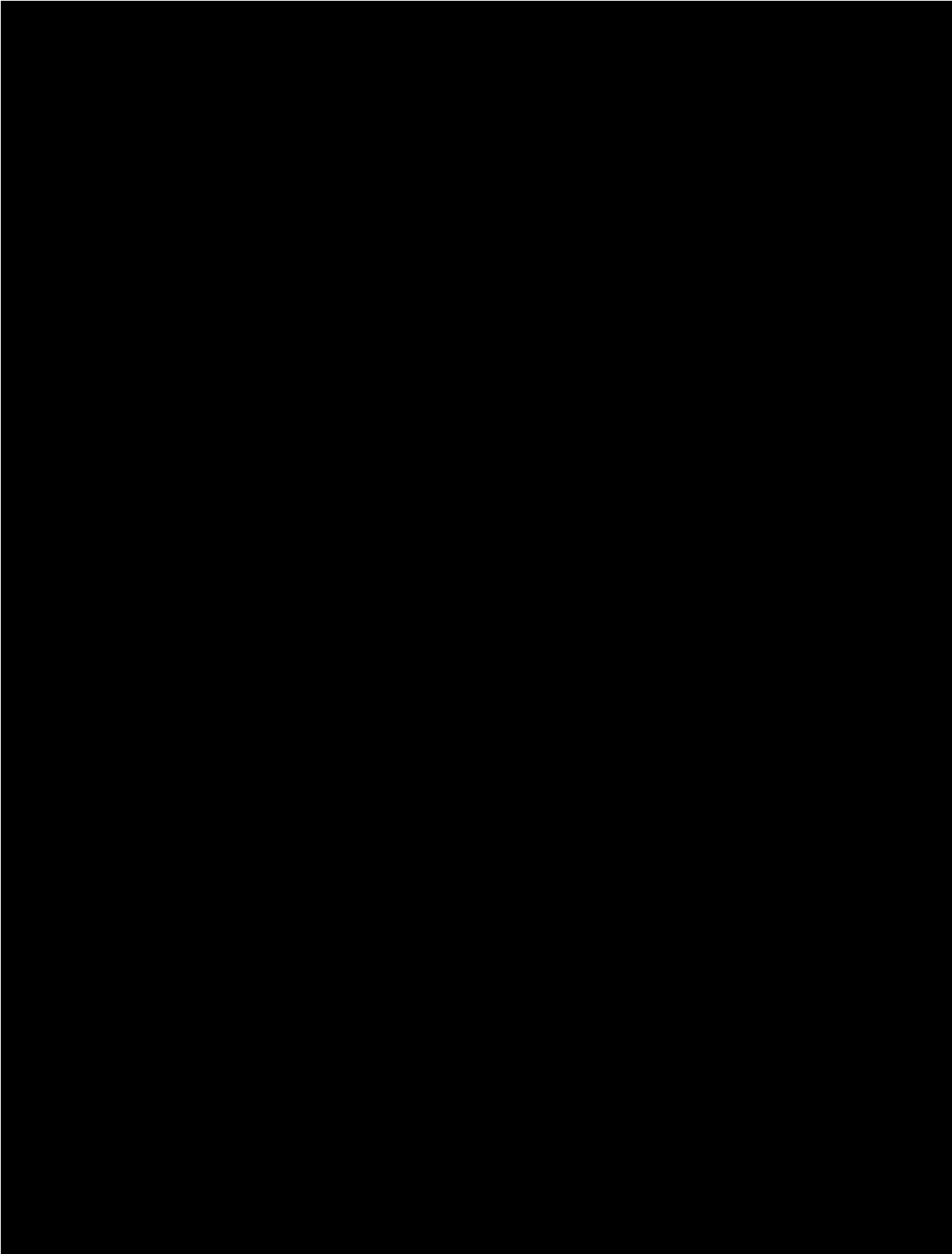


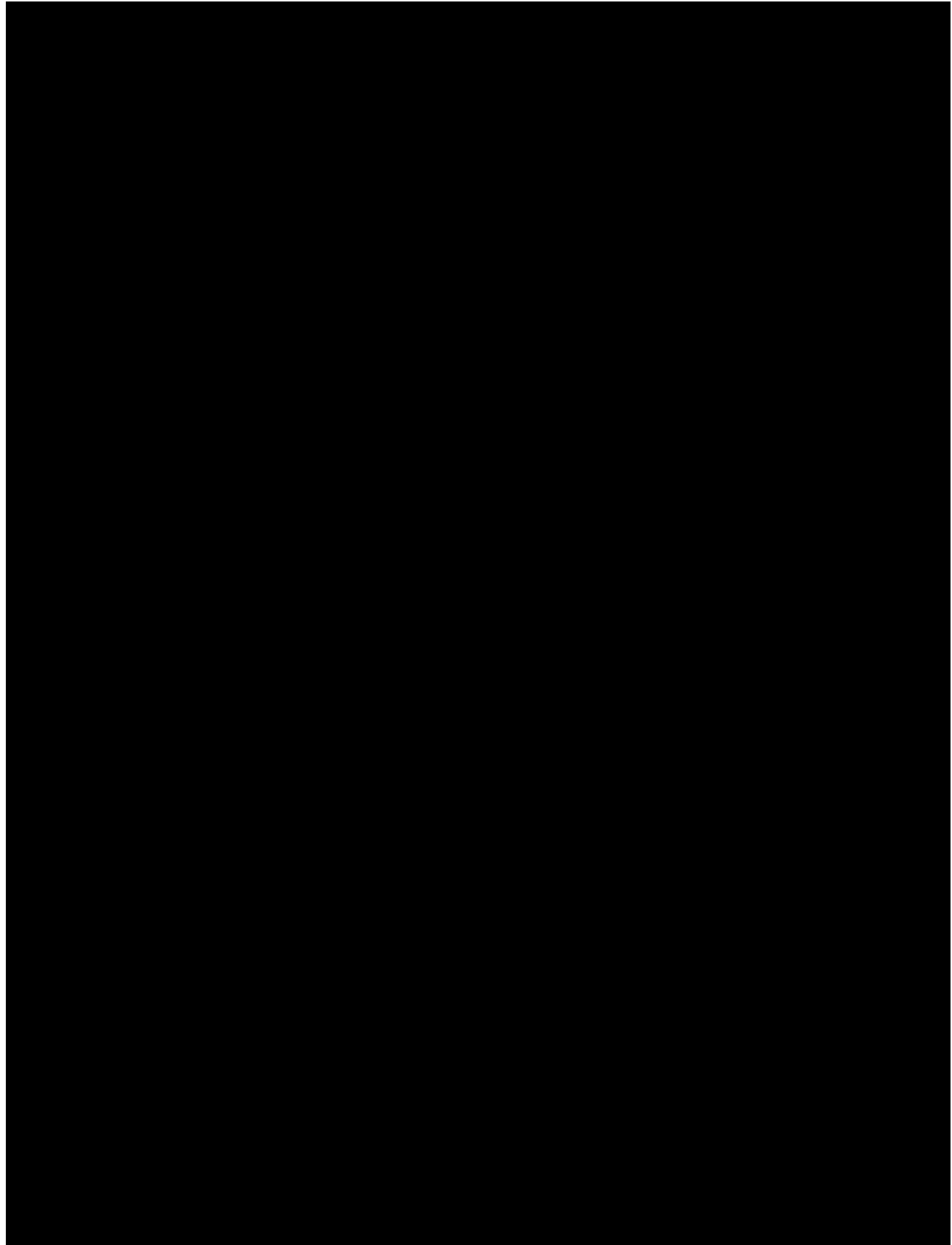


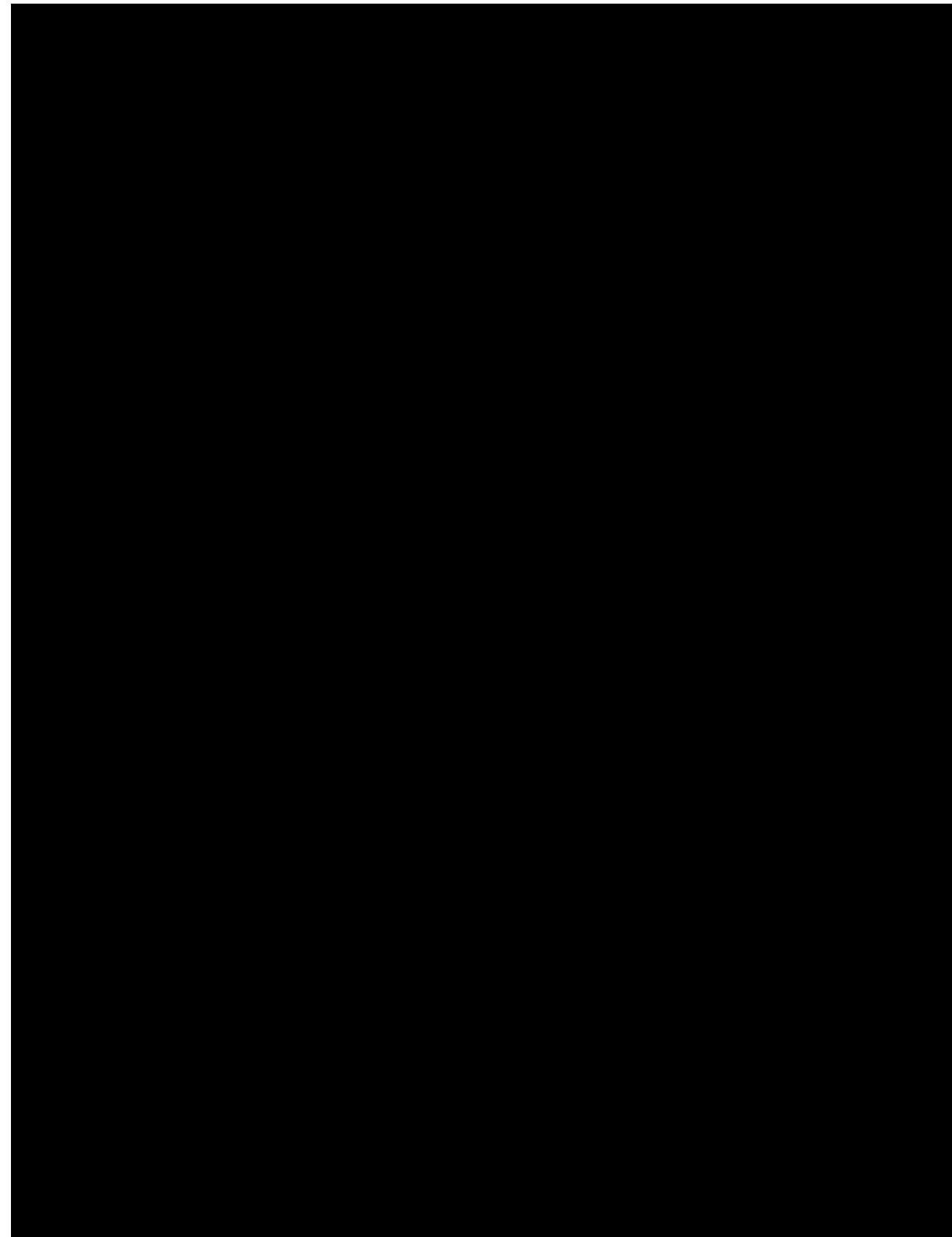


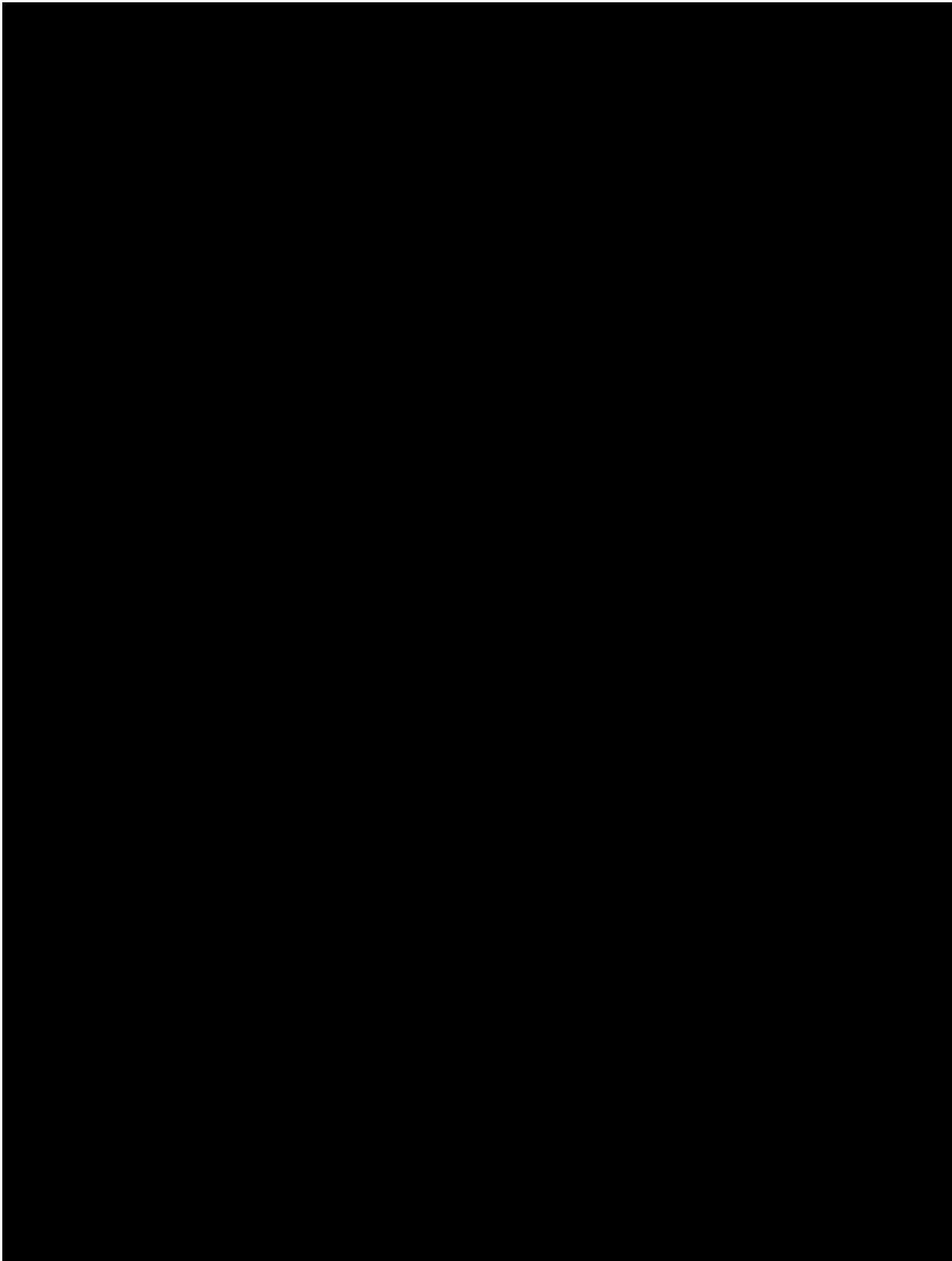


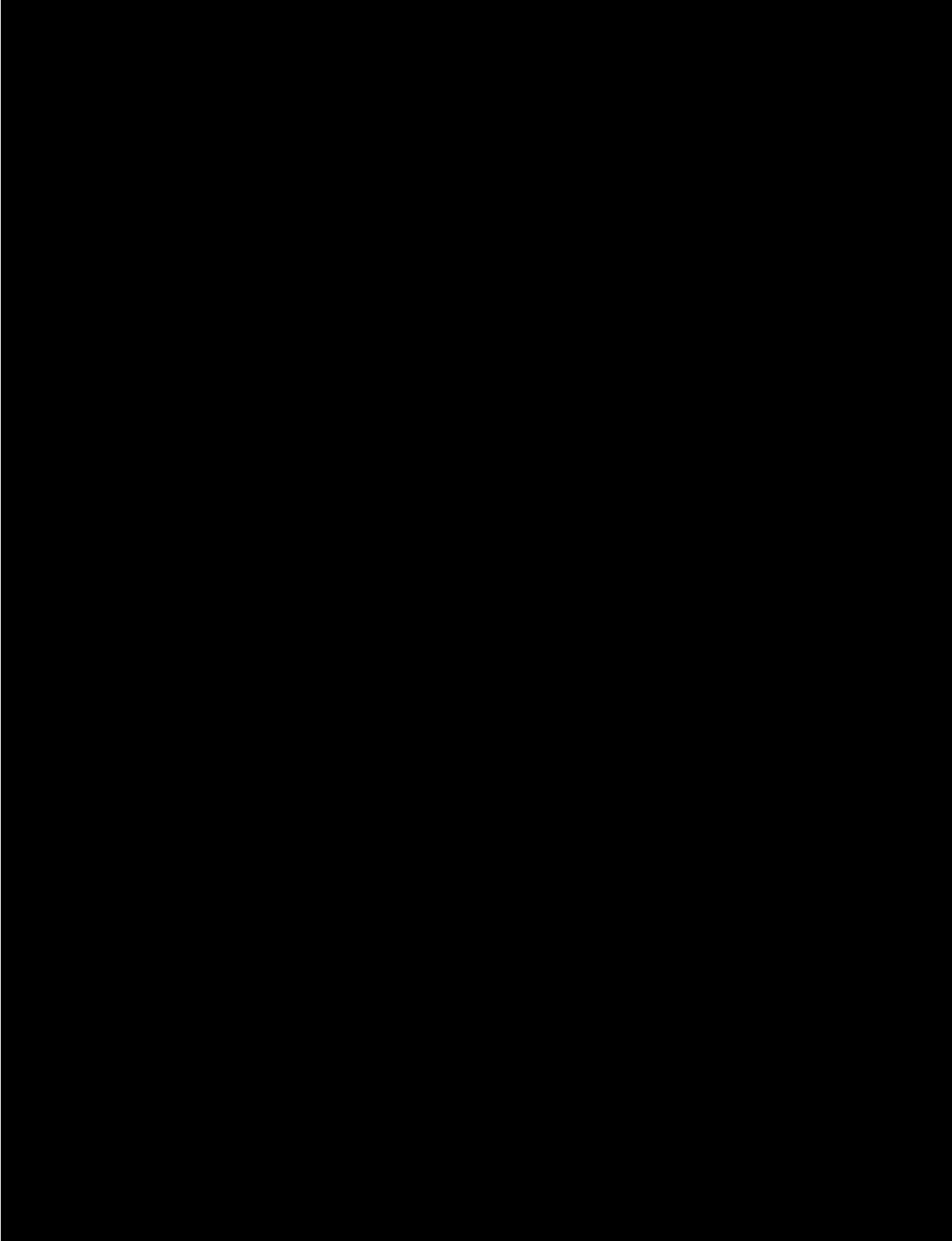




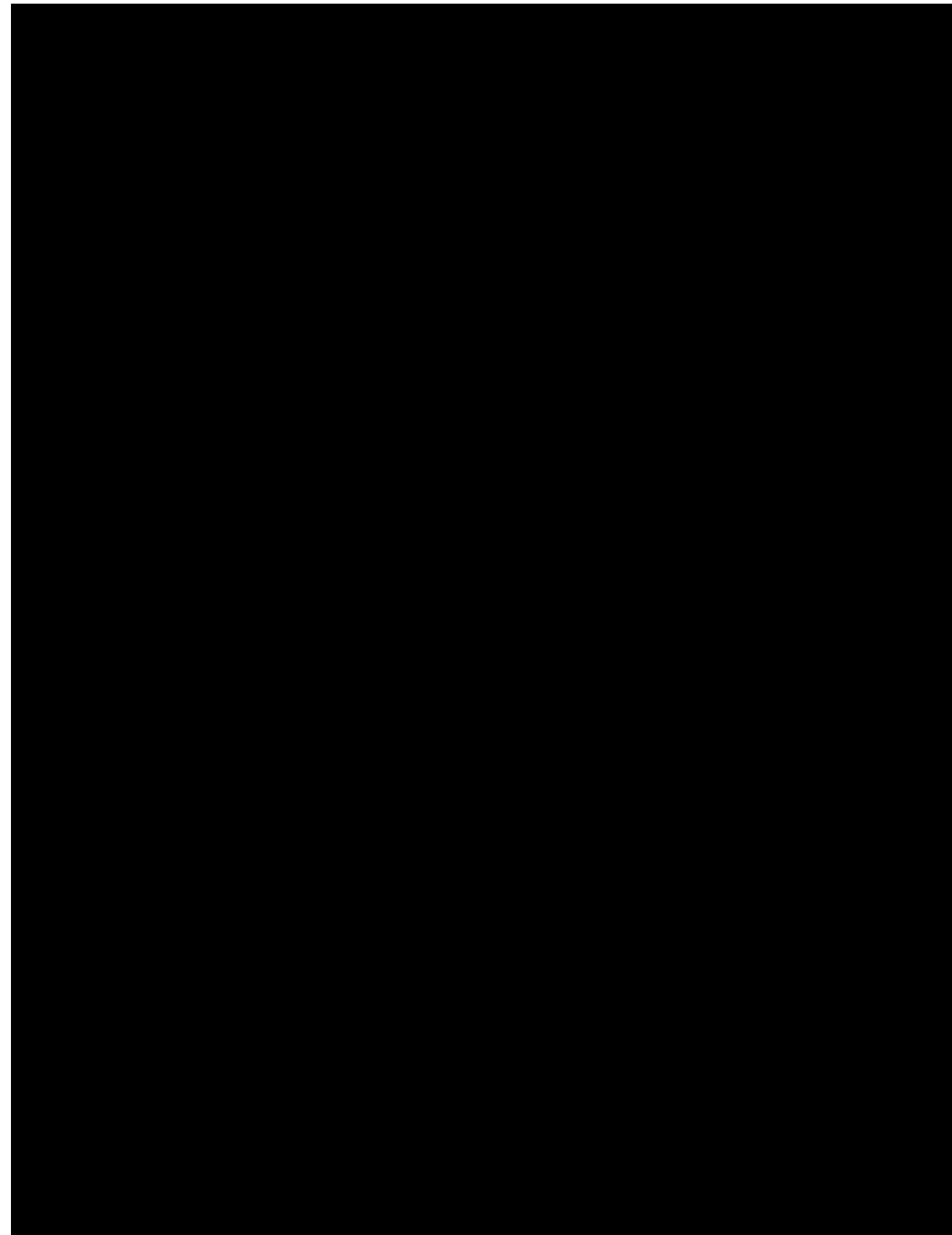


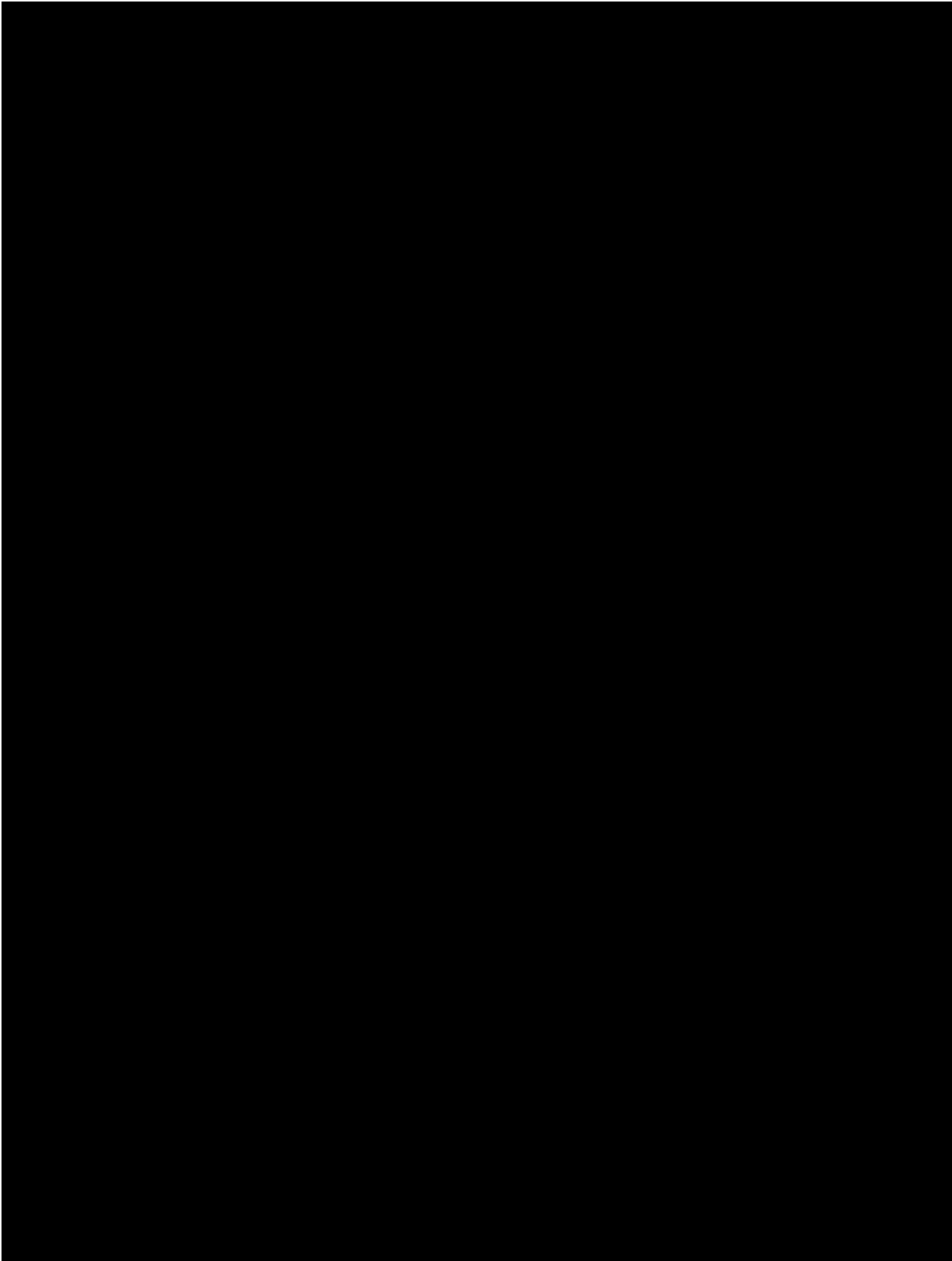


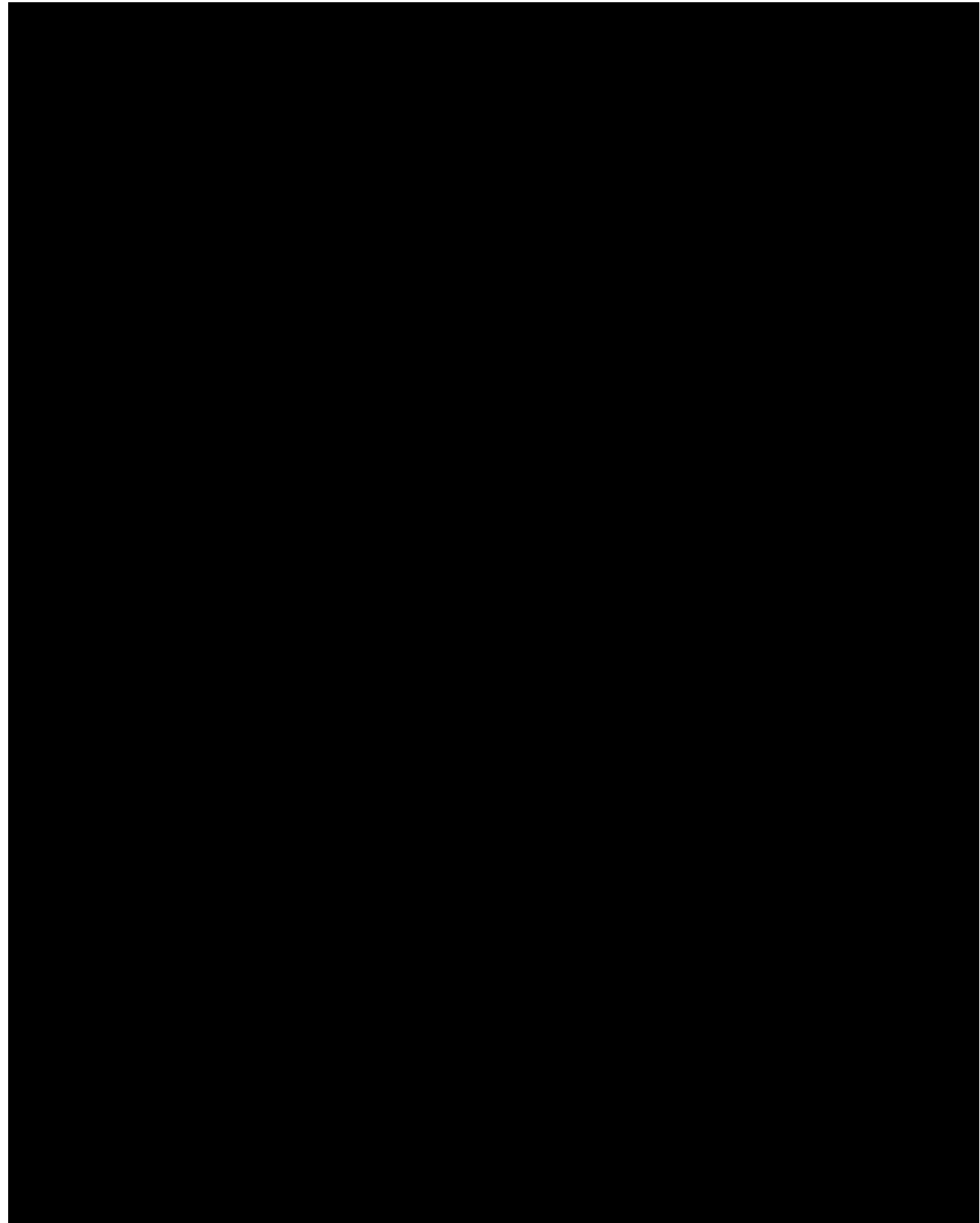


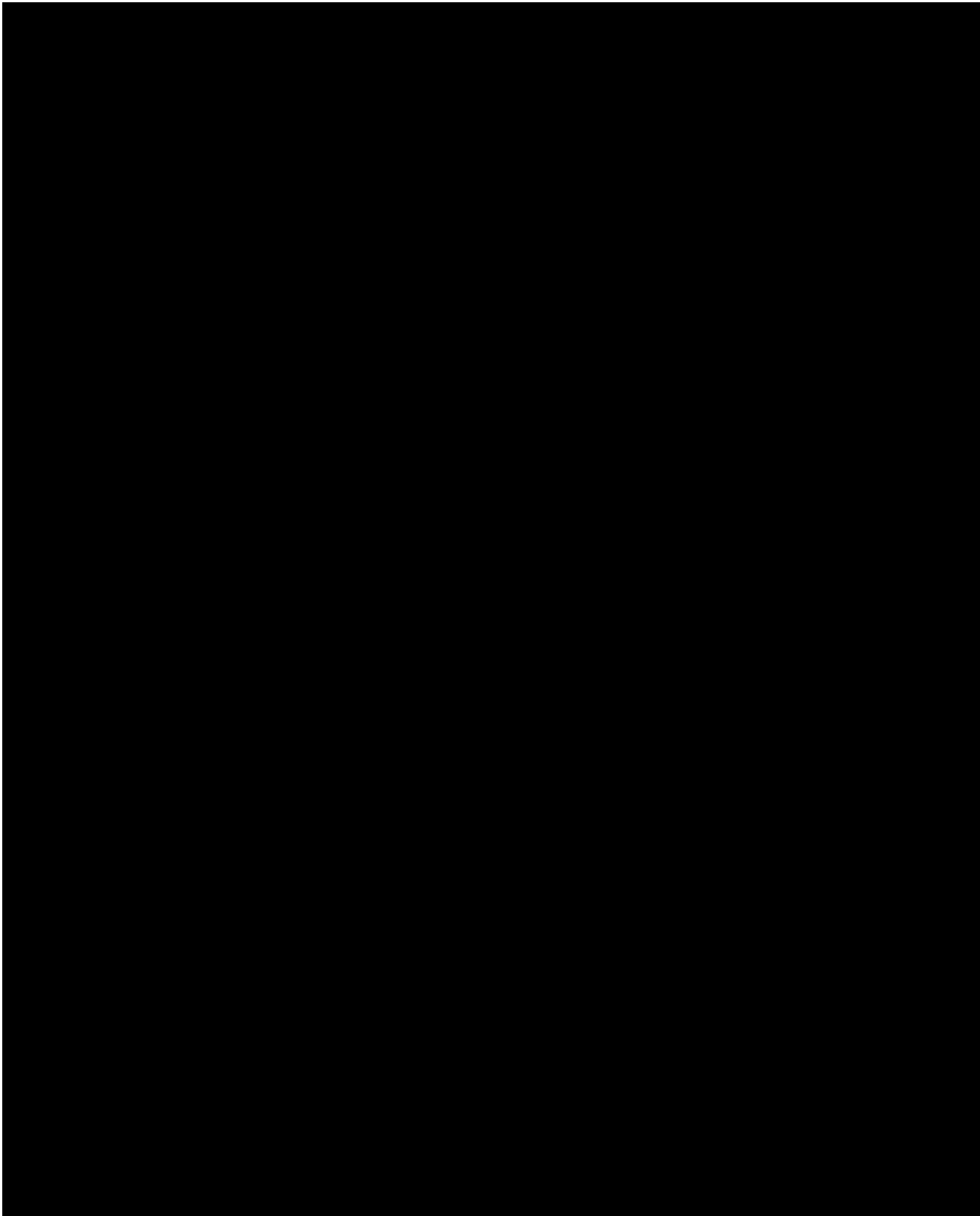


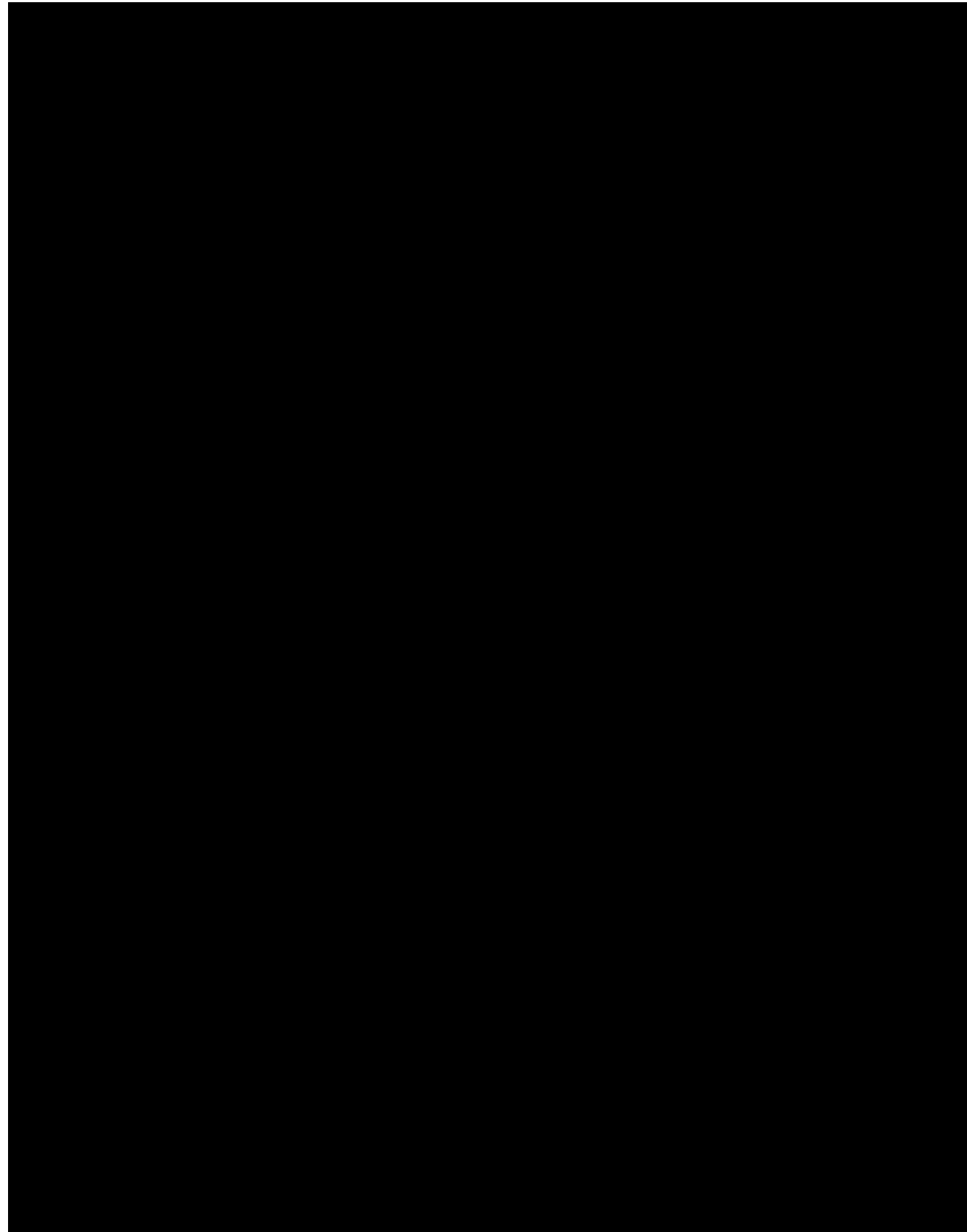


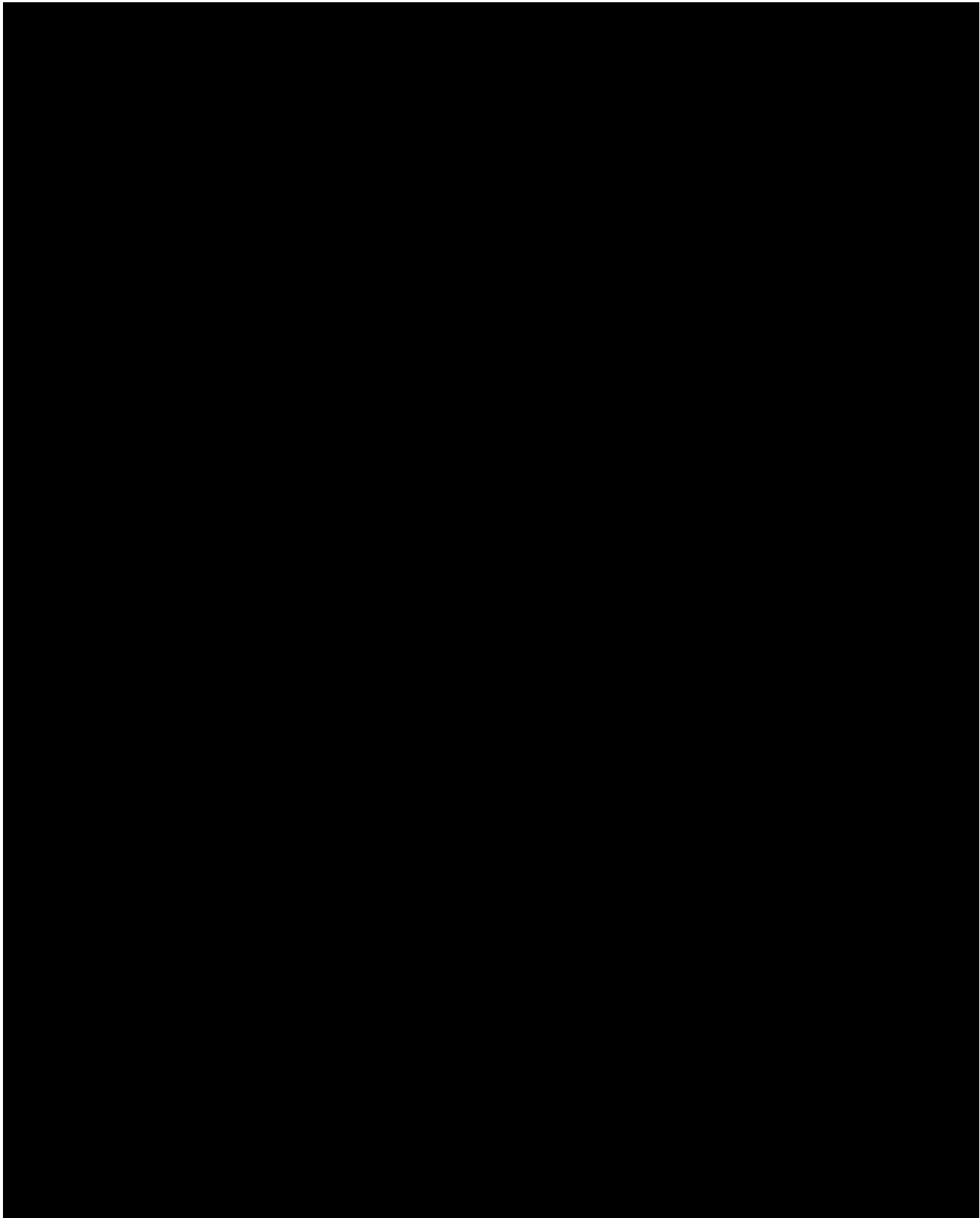


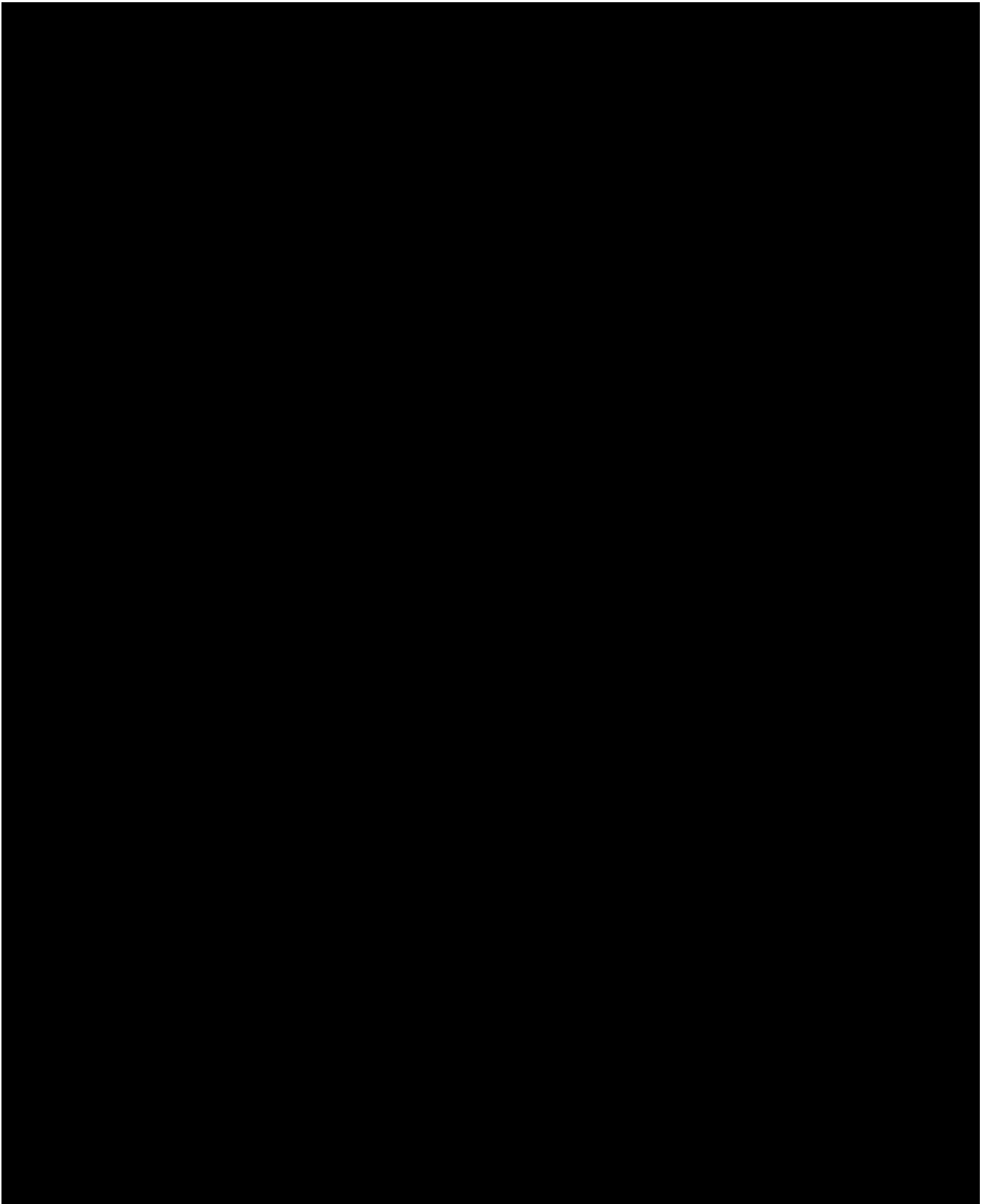


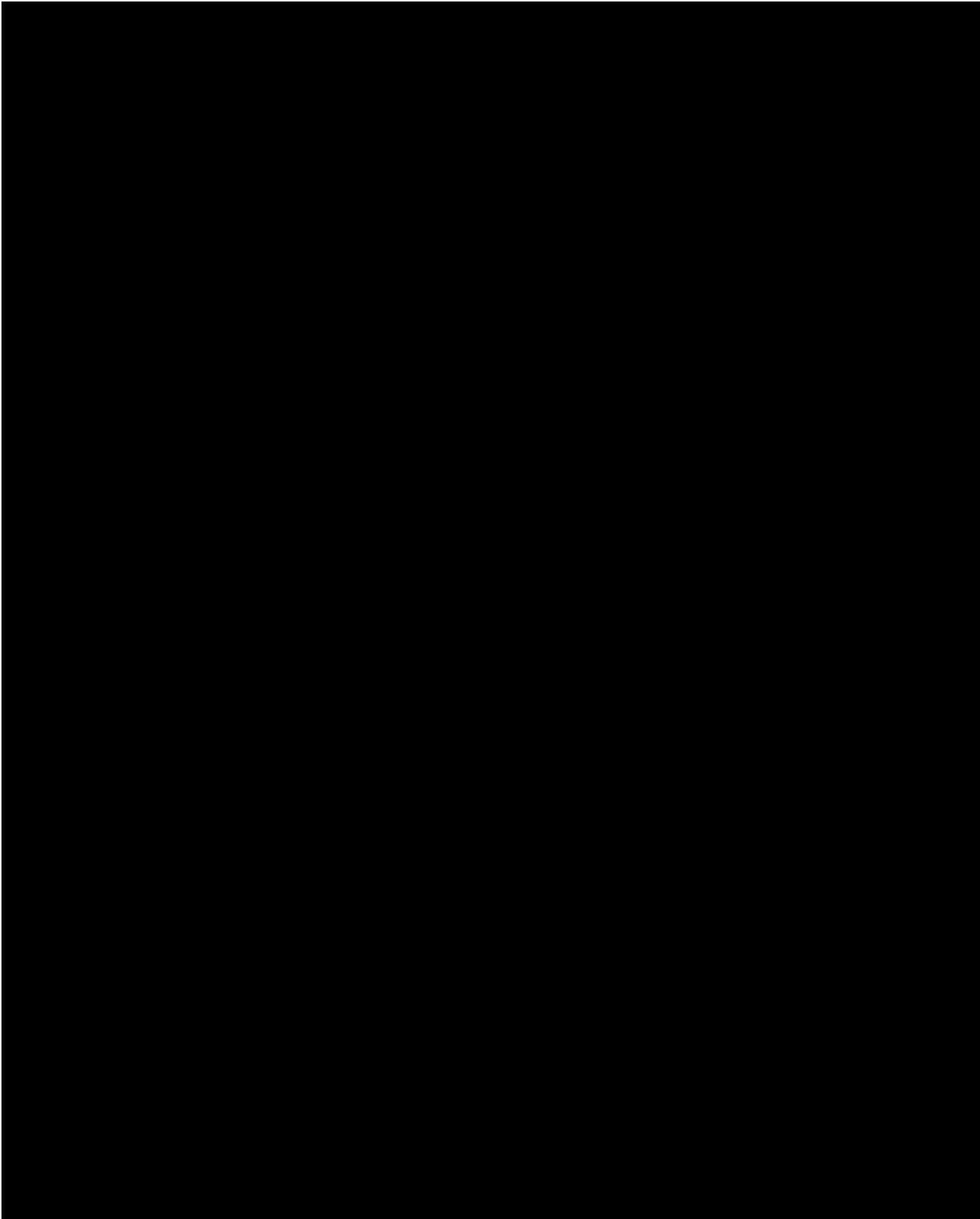












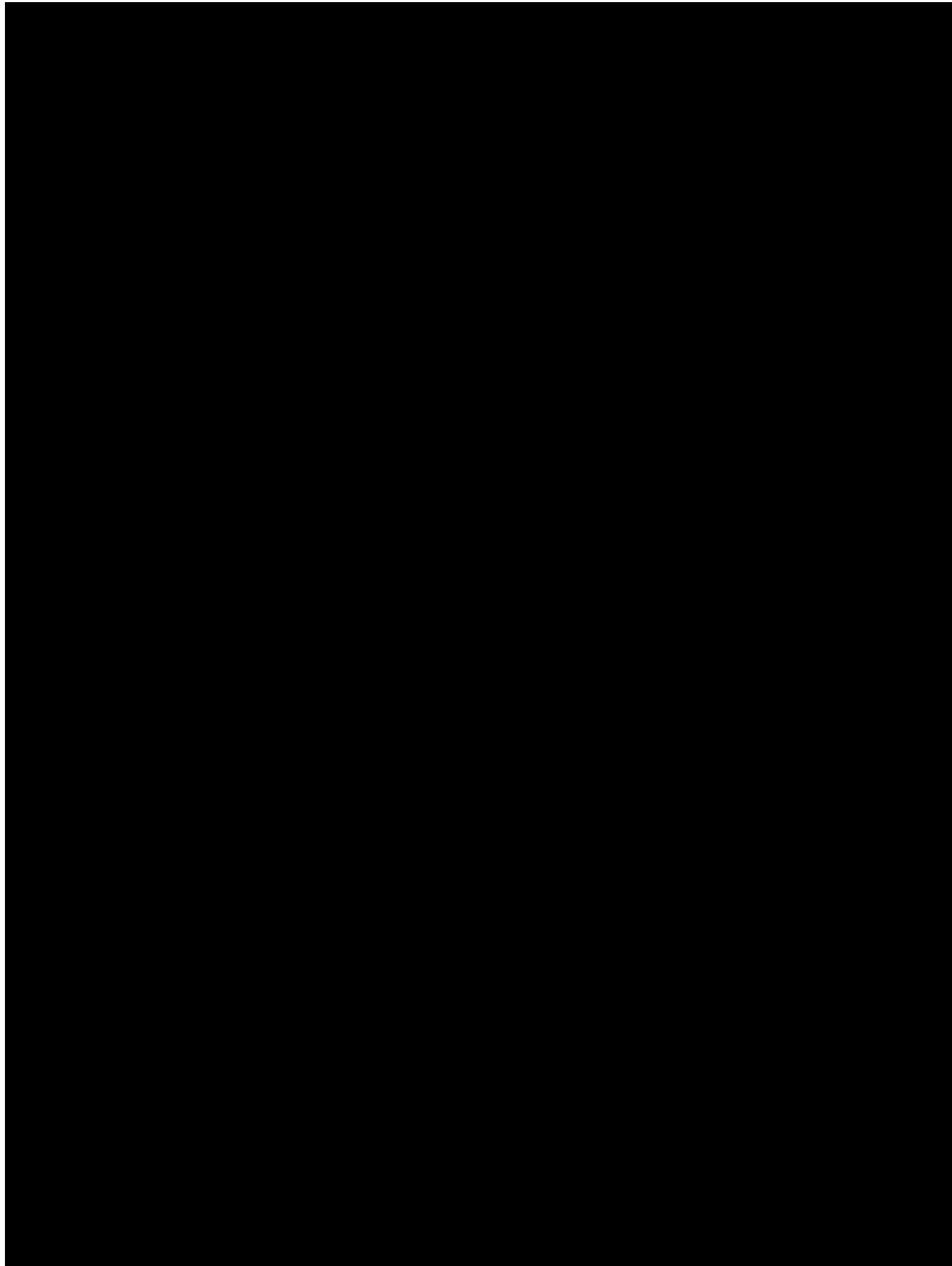




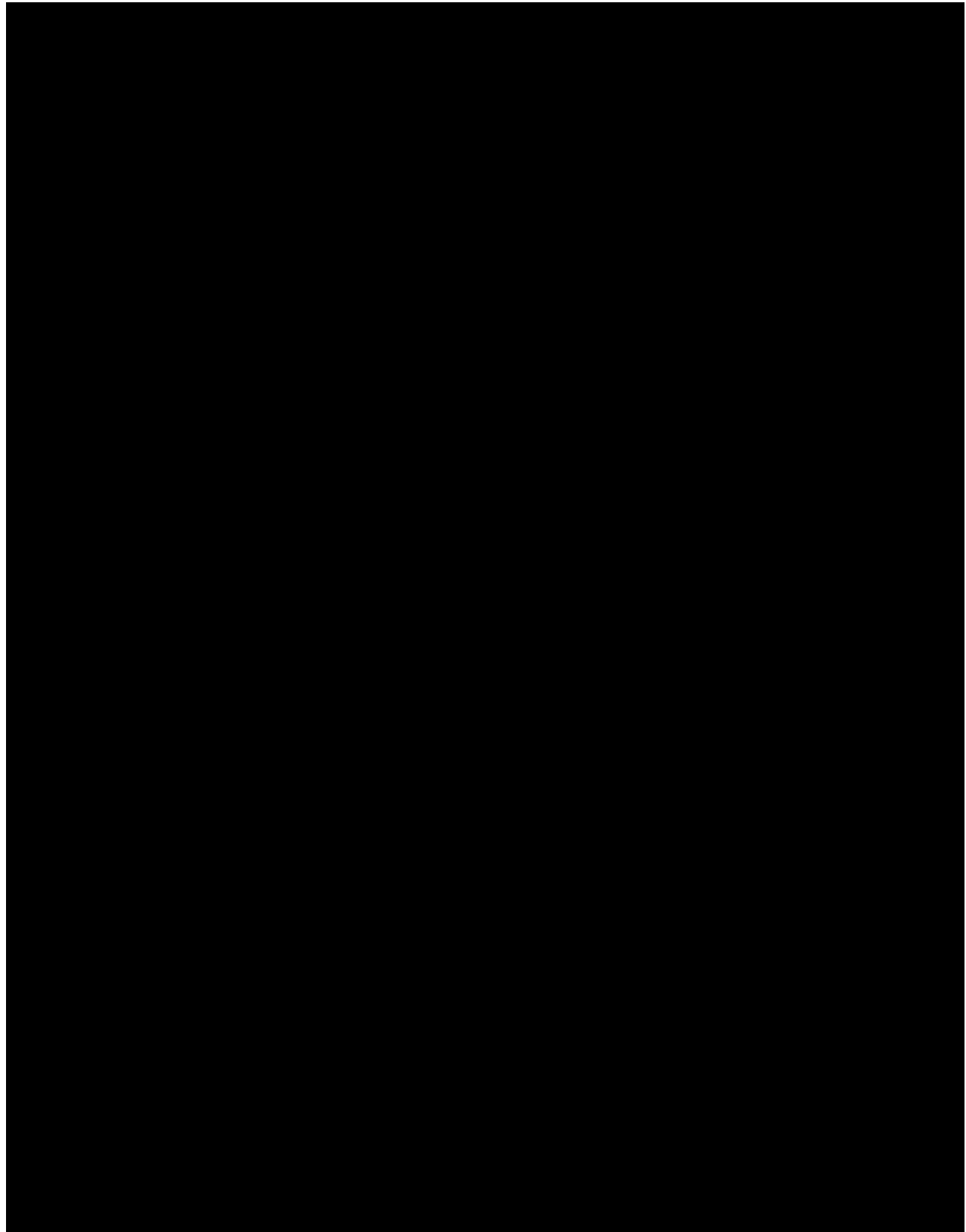
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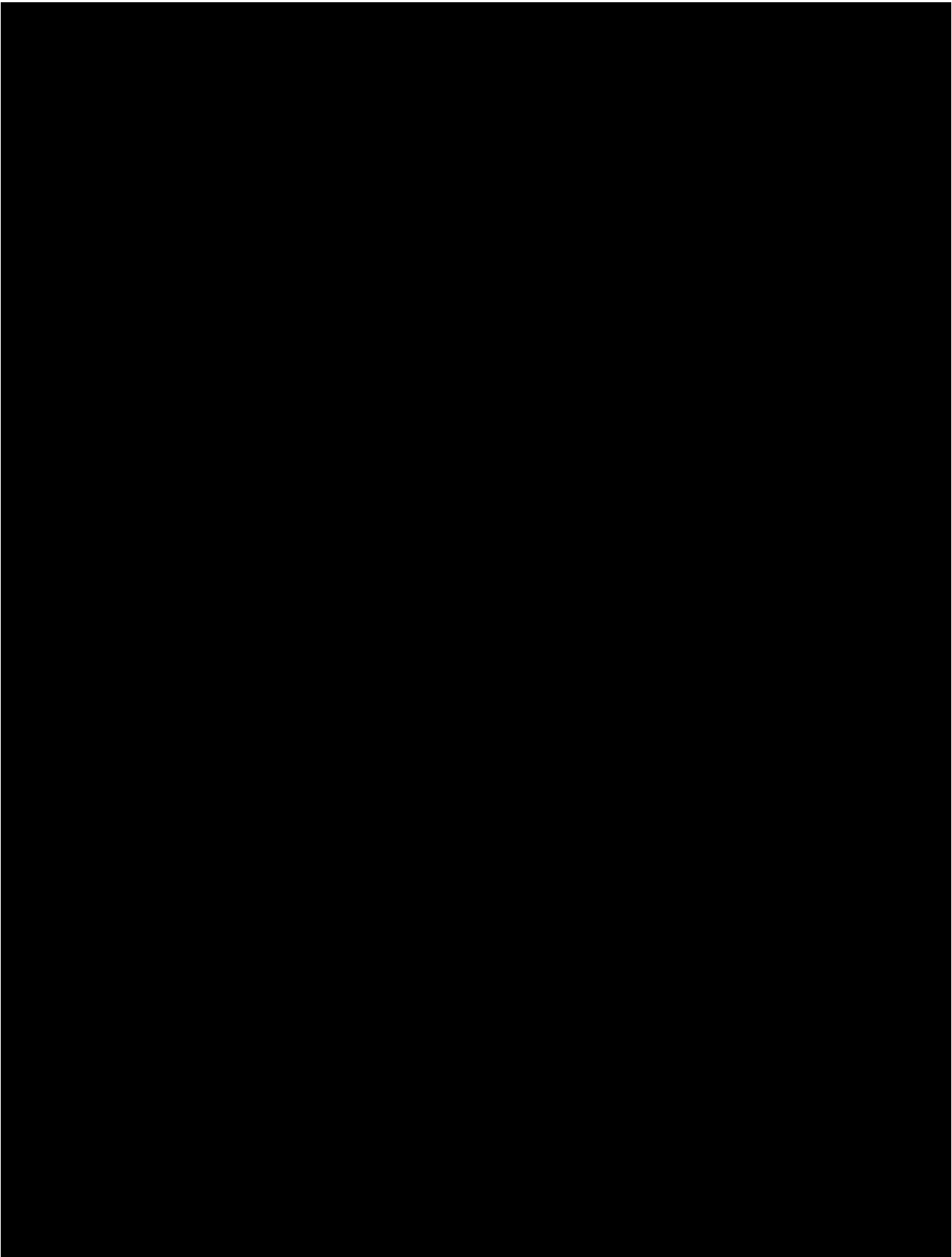
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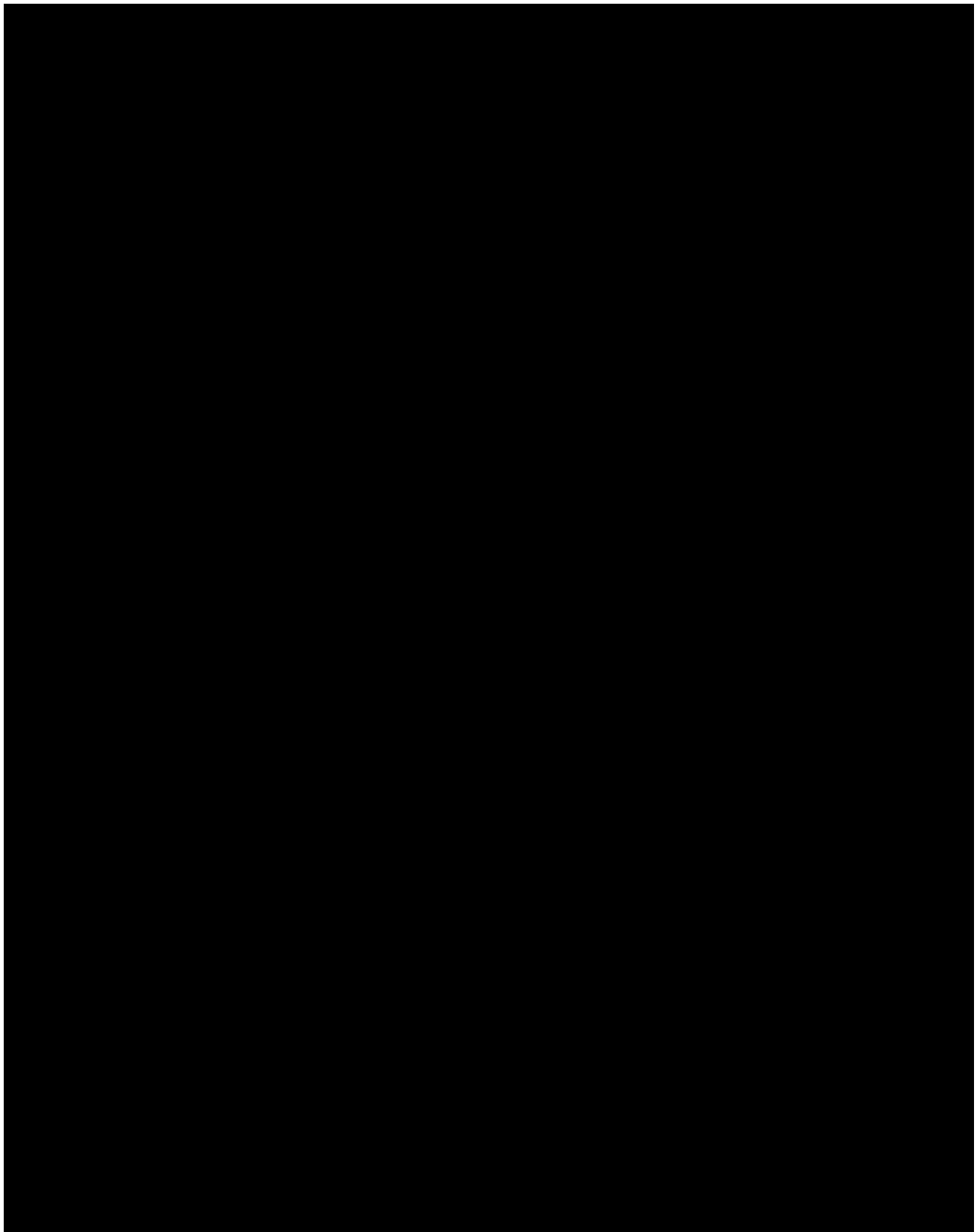
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SYSTEM AND RELATED SERVICES AGREEMENT

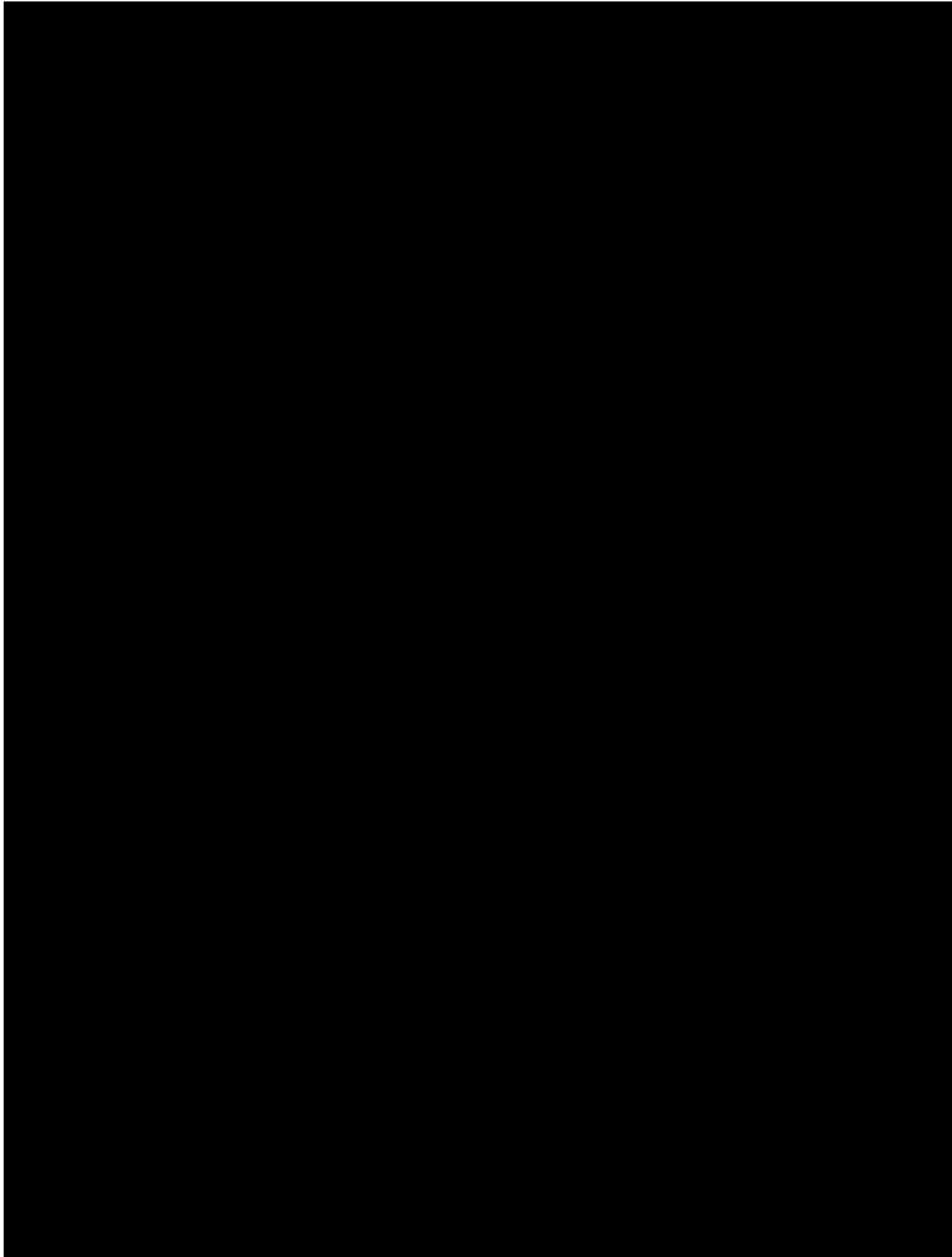
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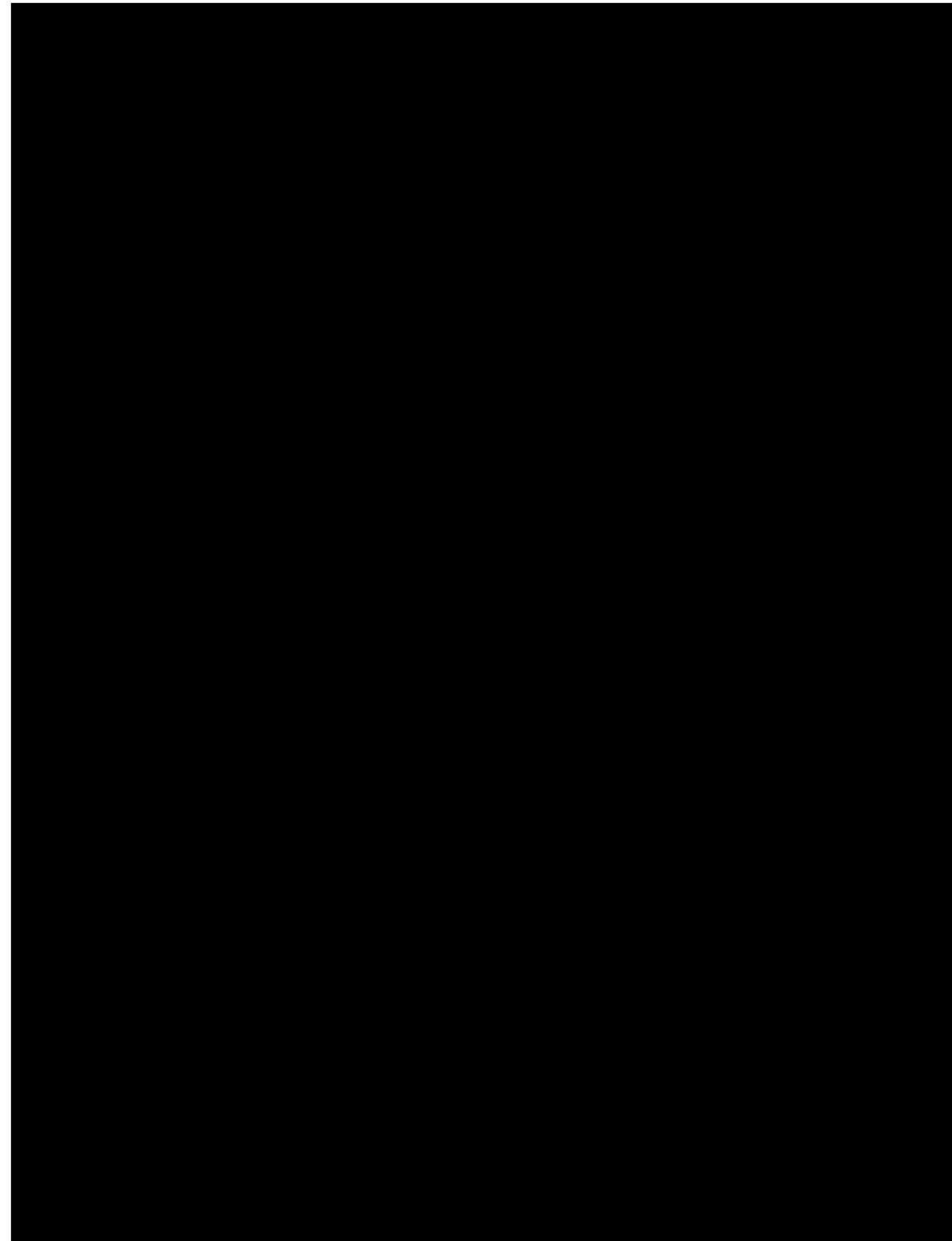
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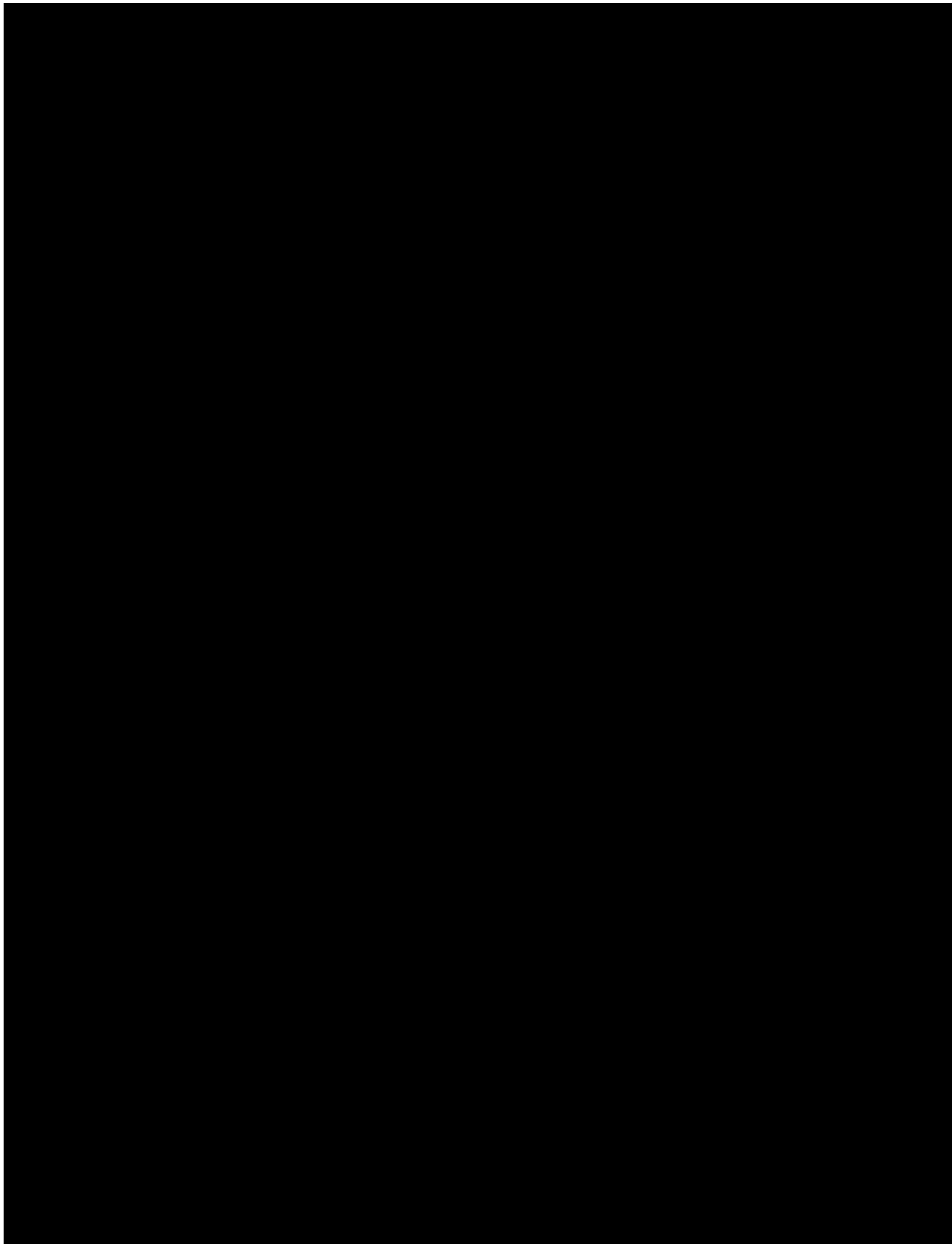


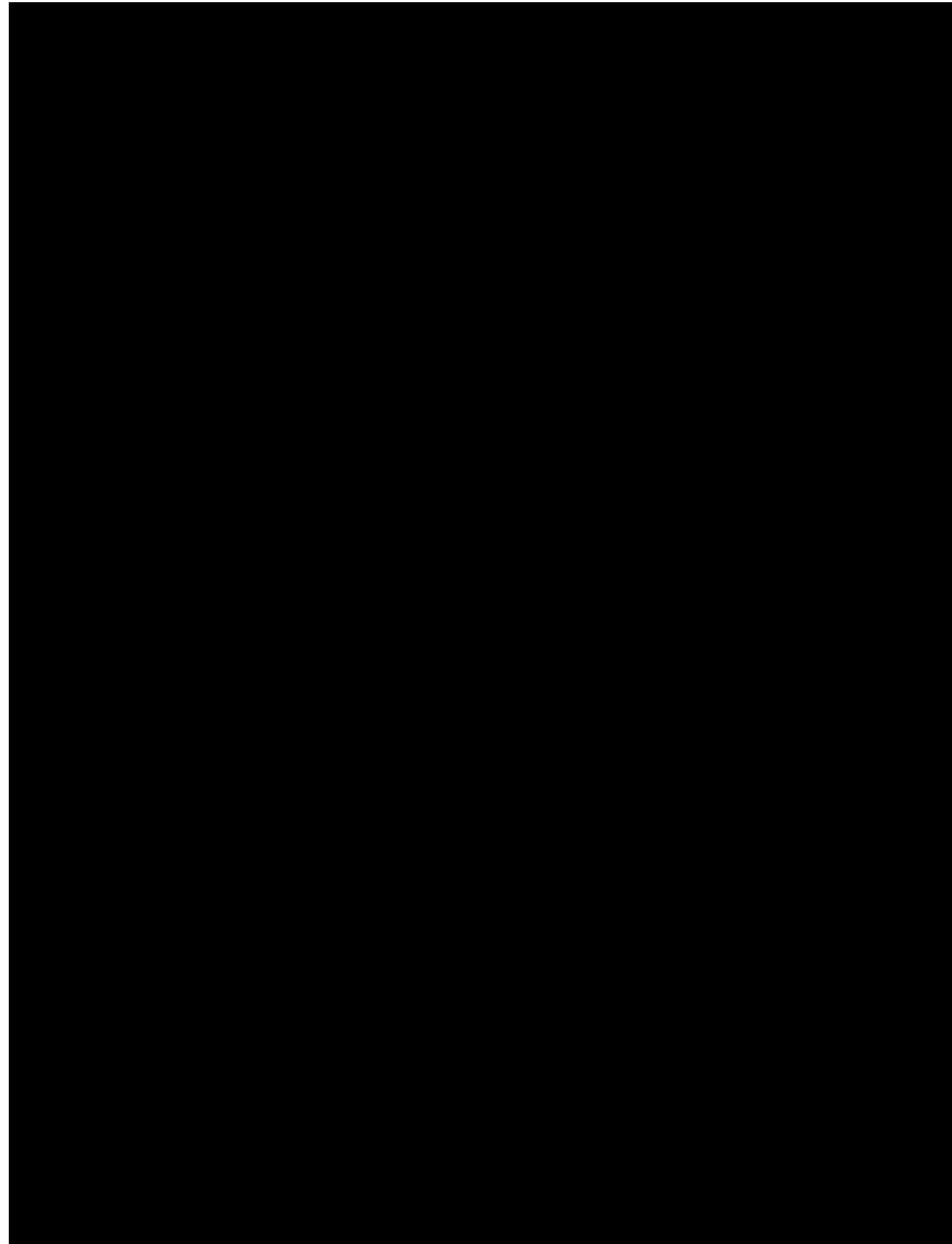


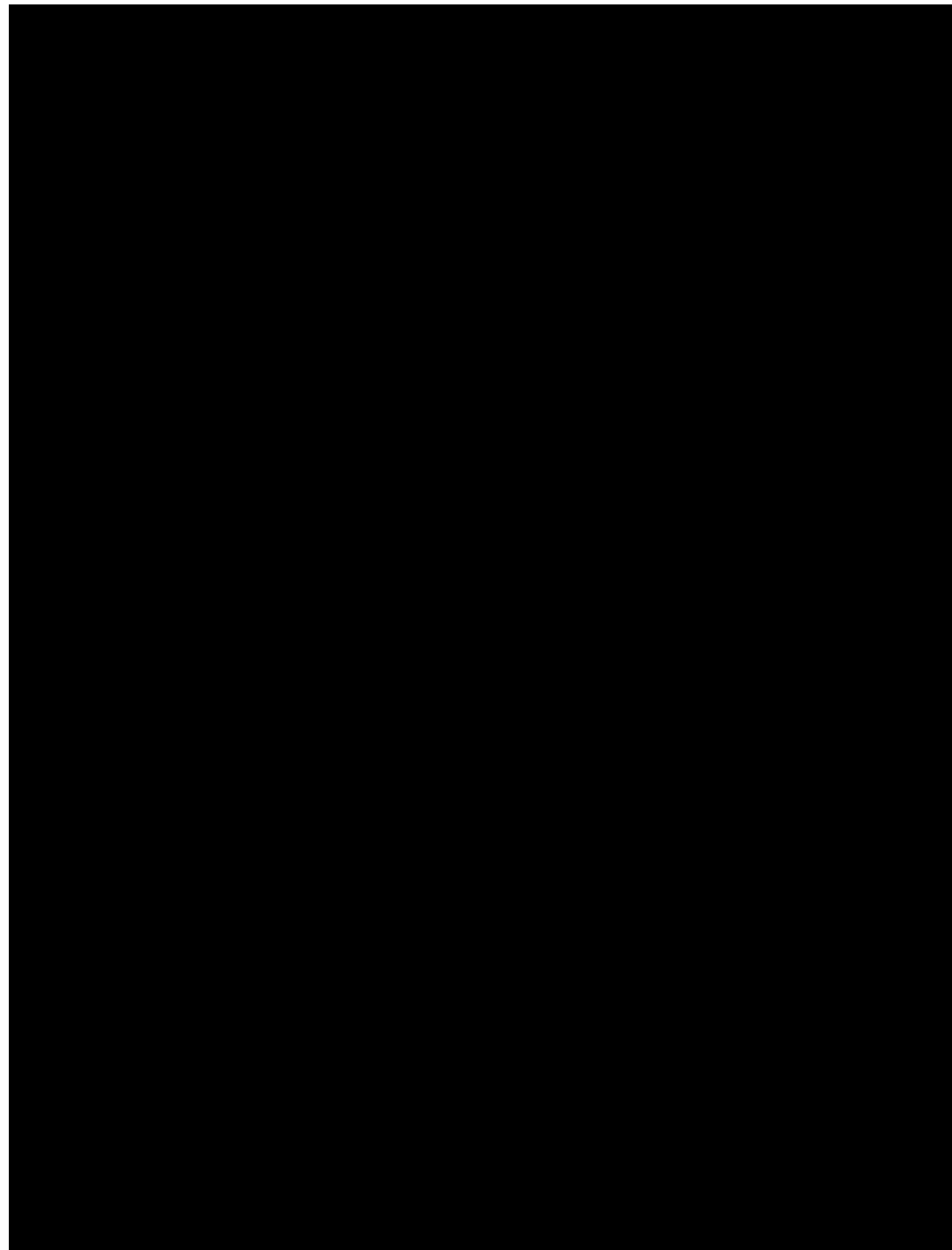


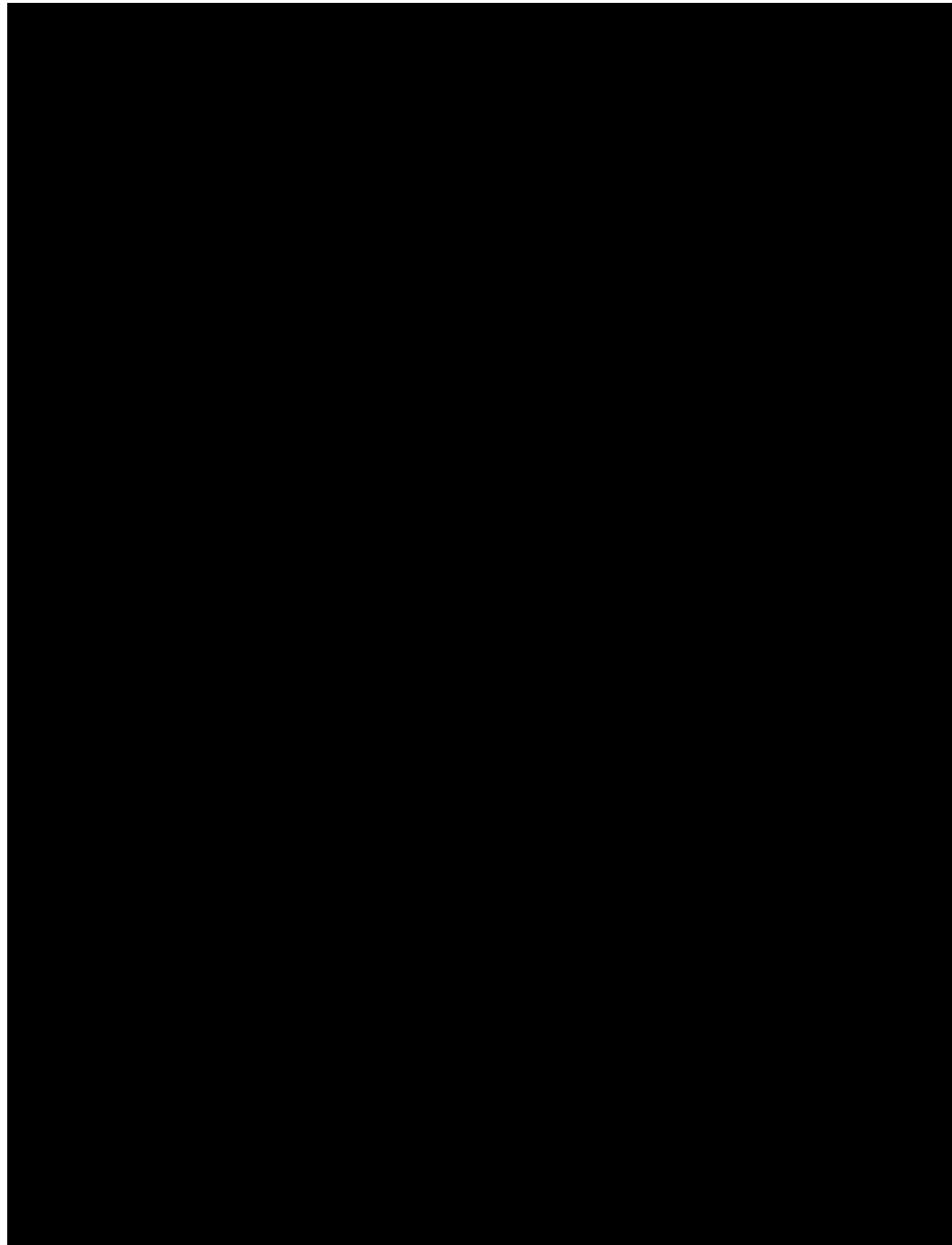


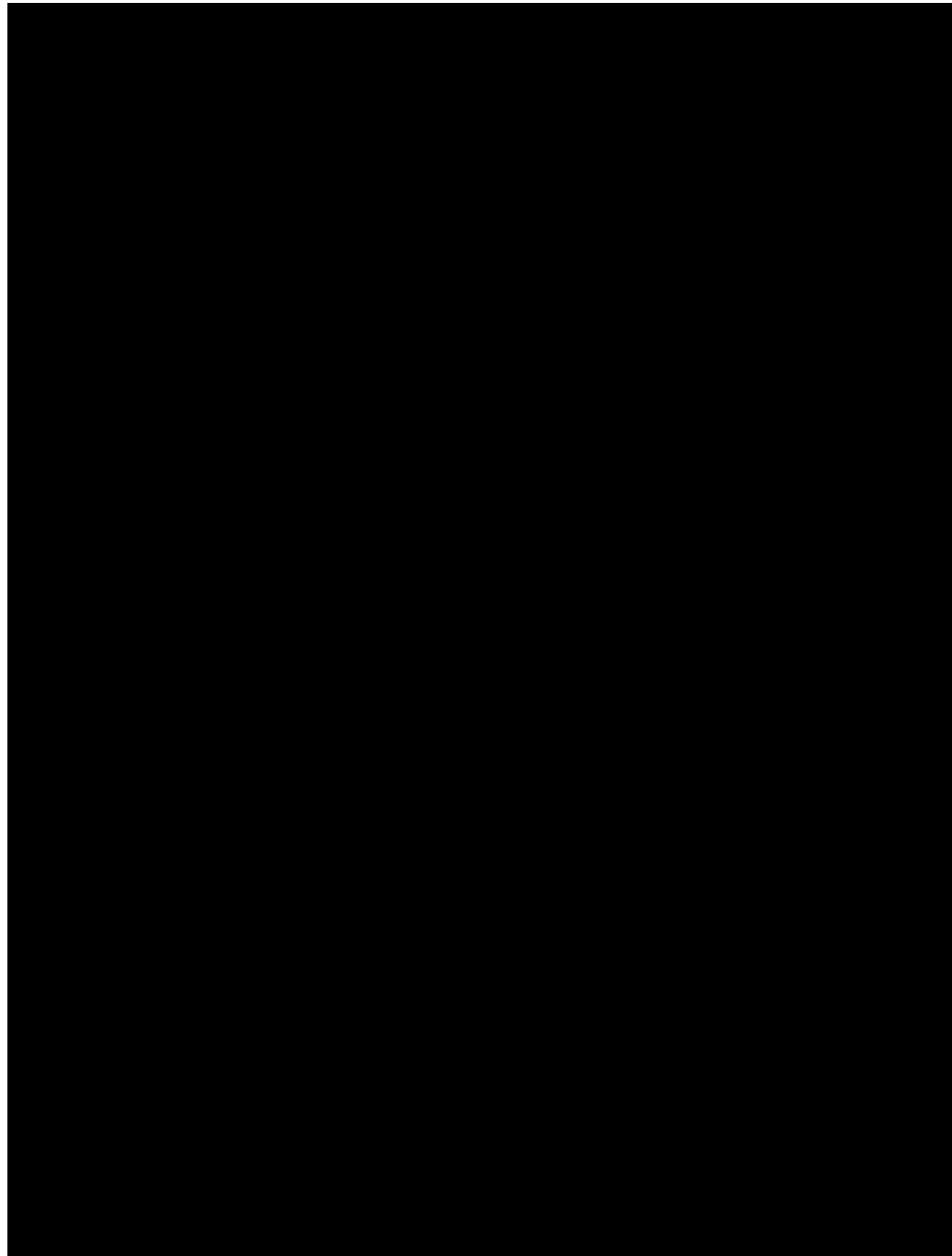


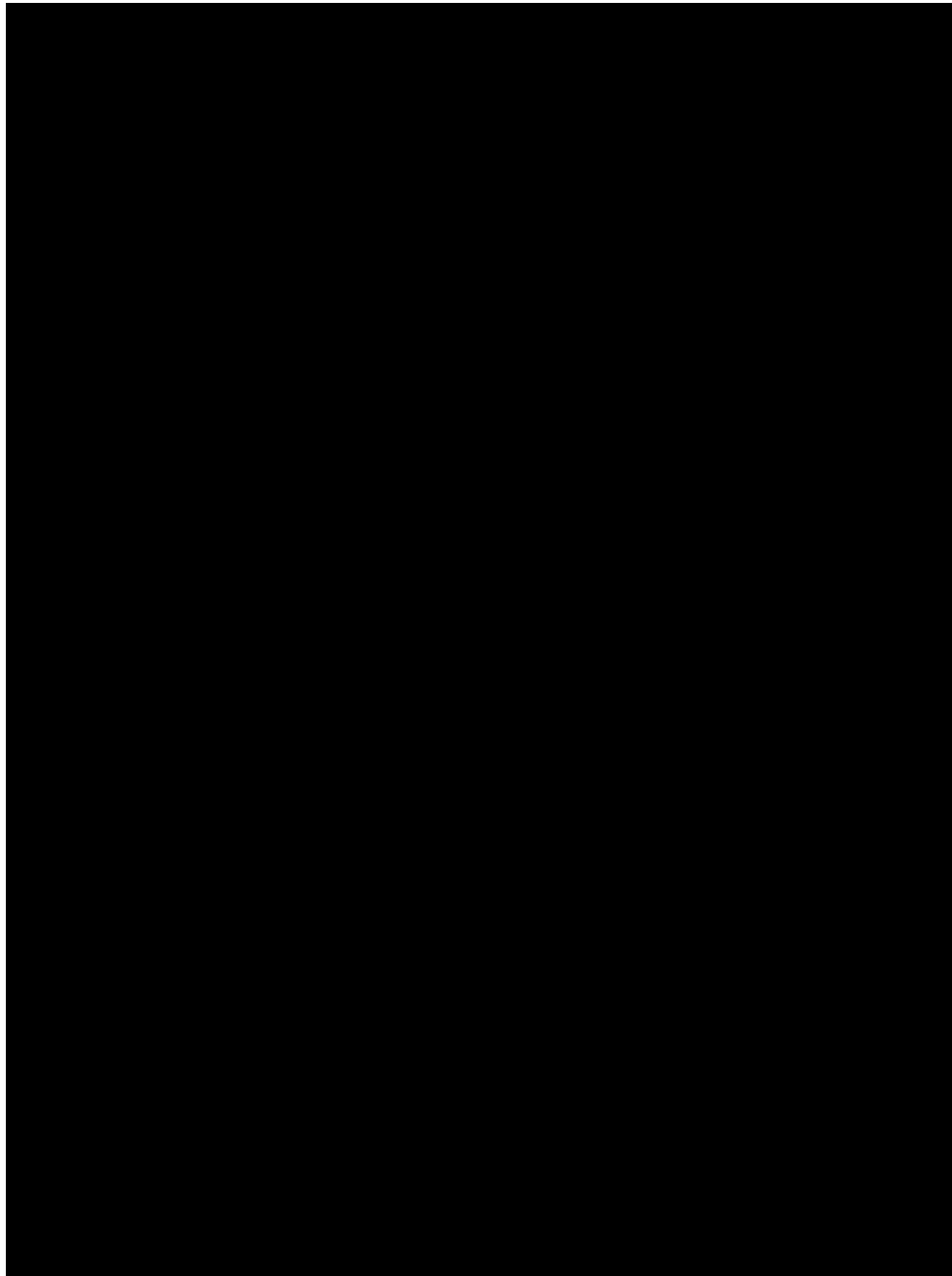


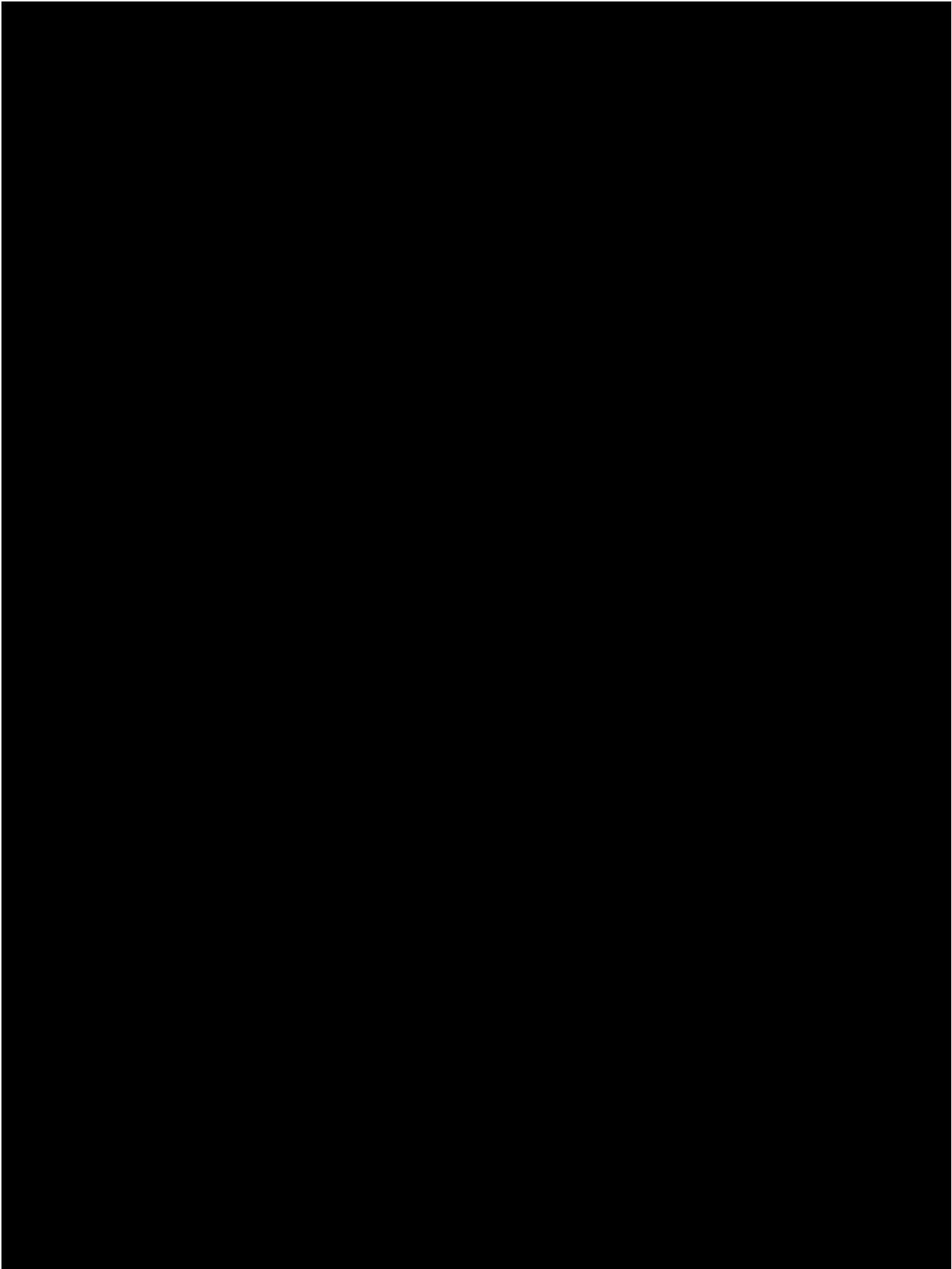


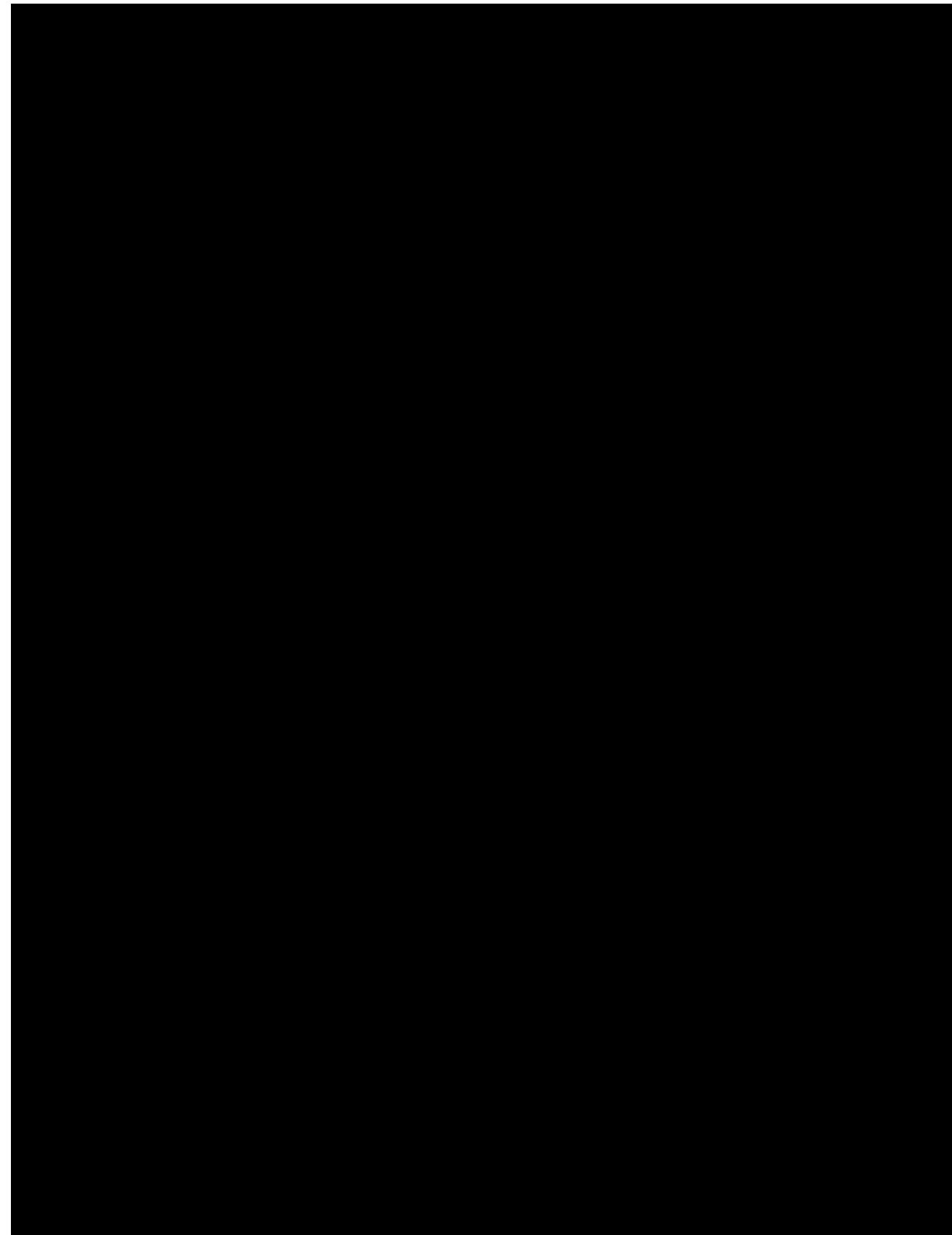


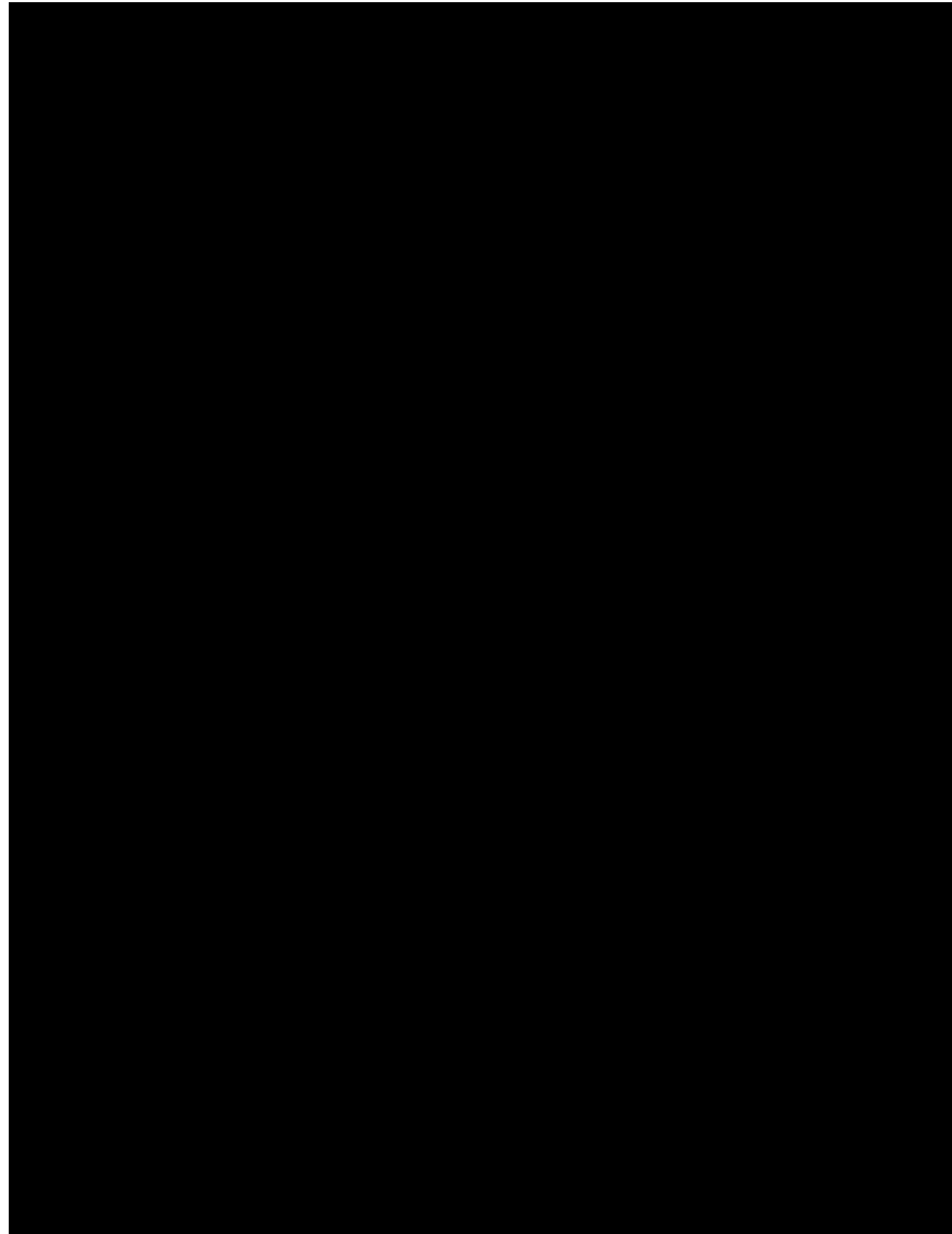


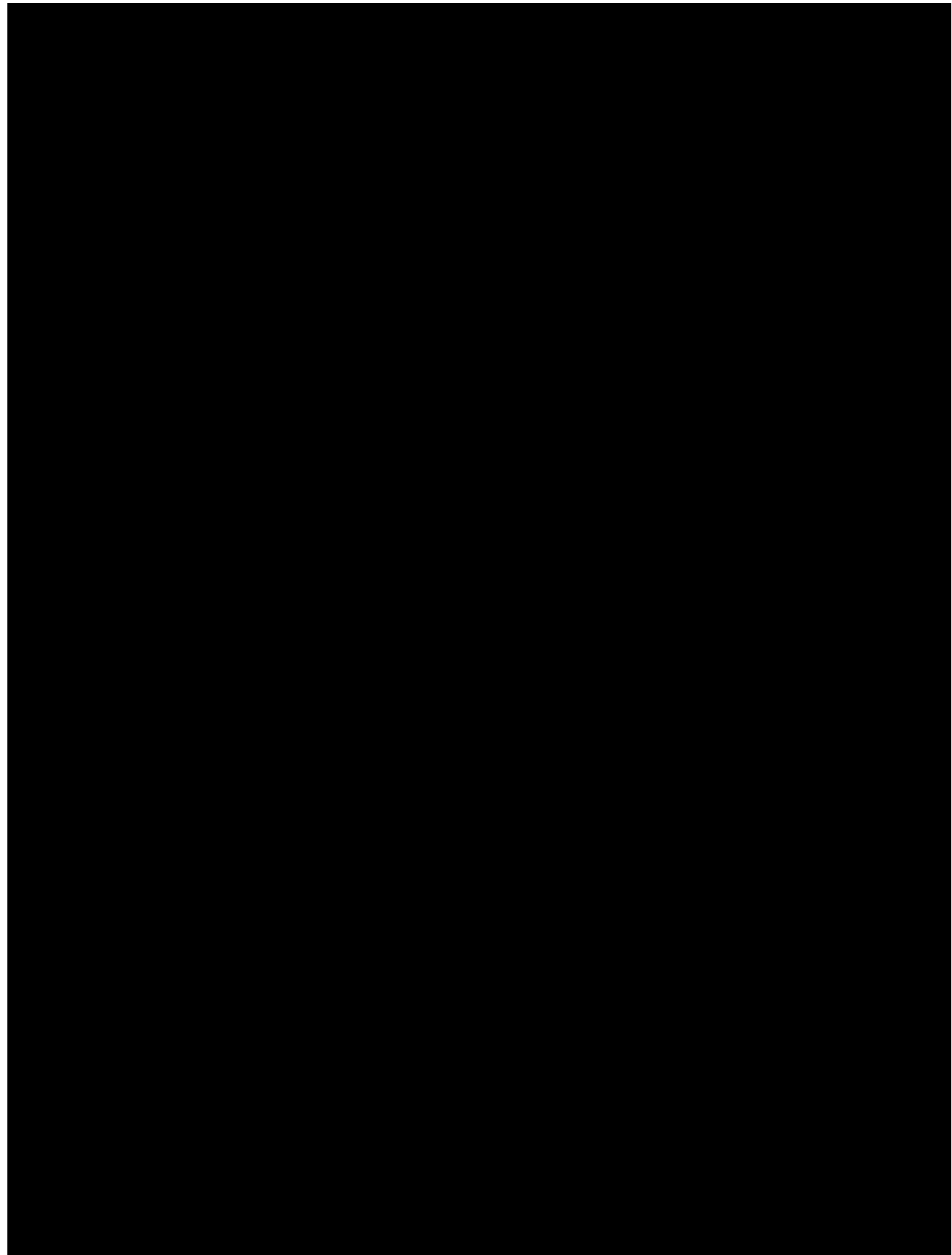


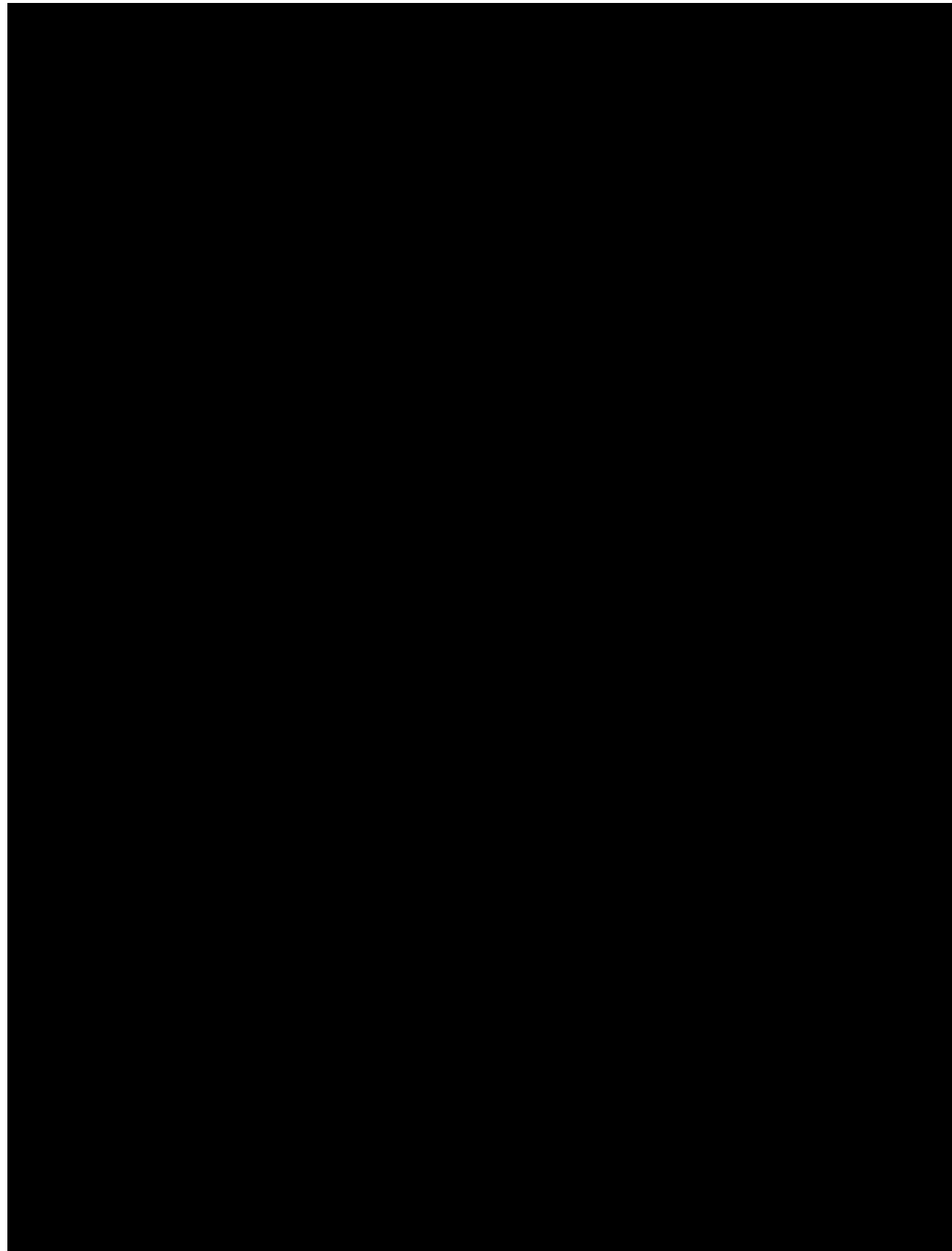


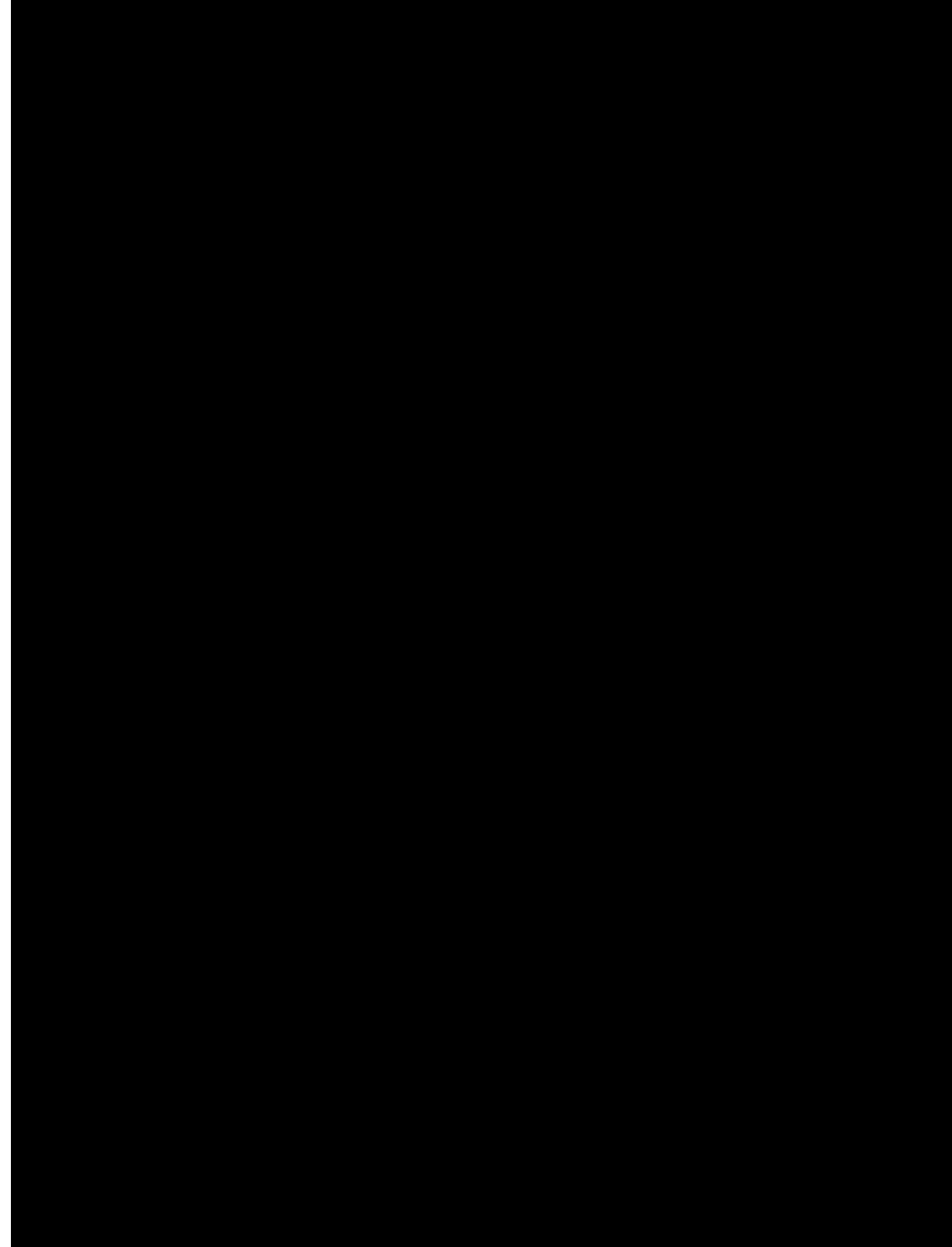


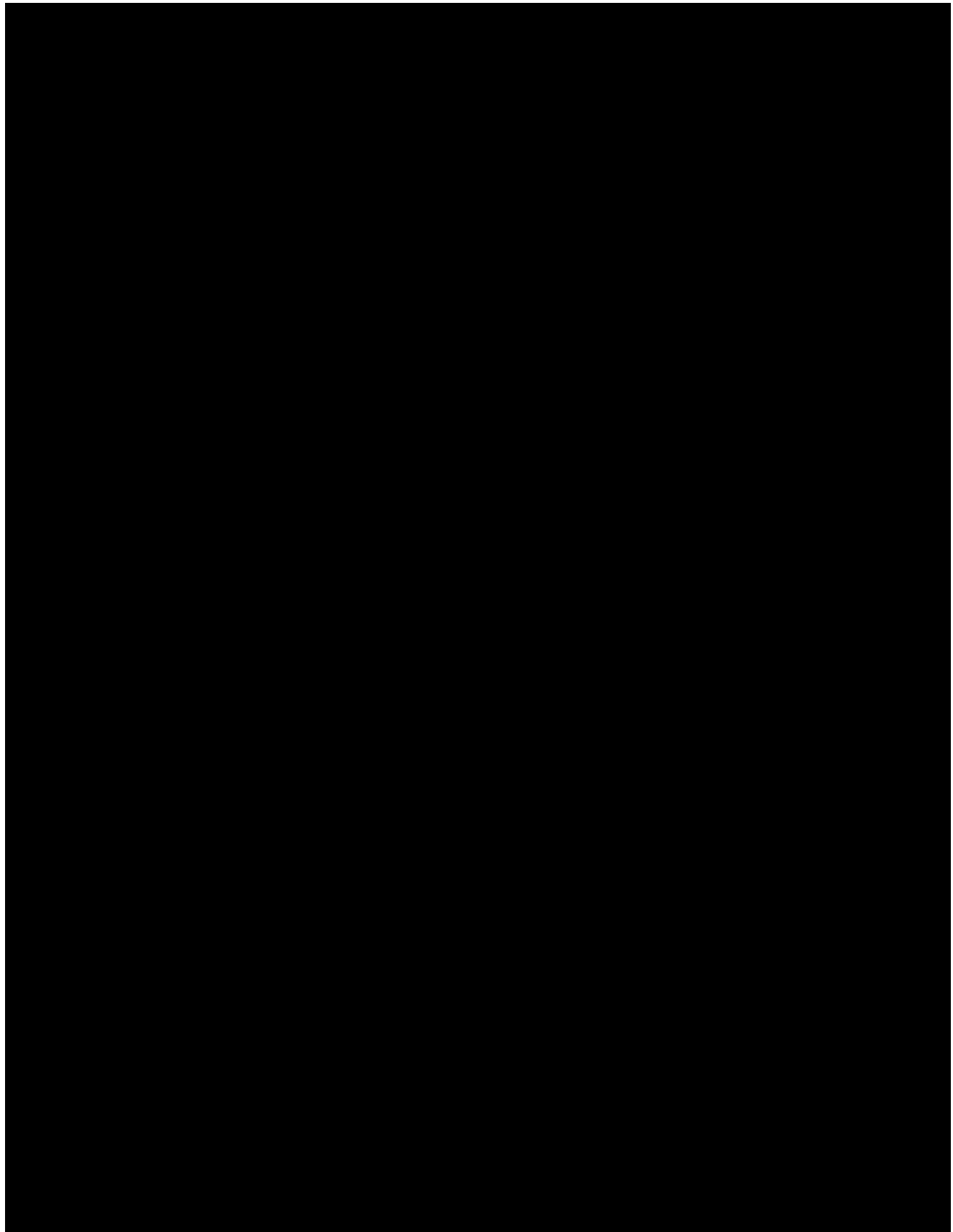


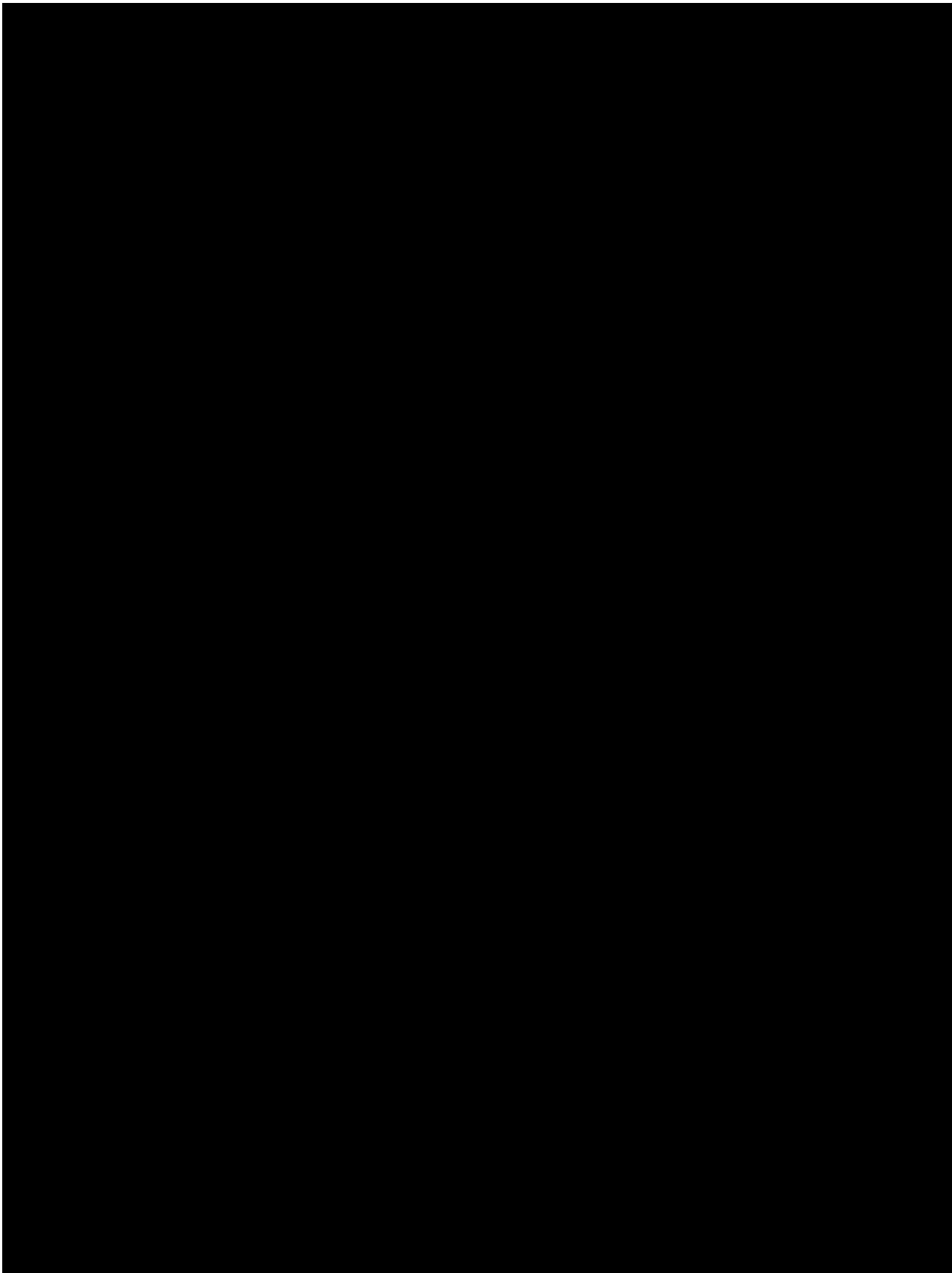


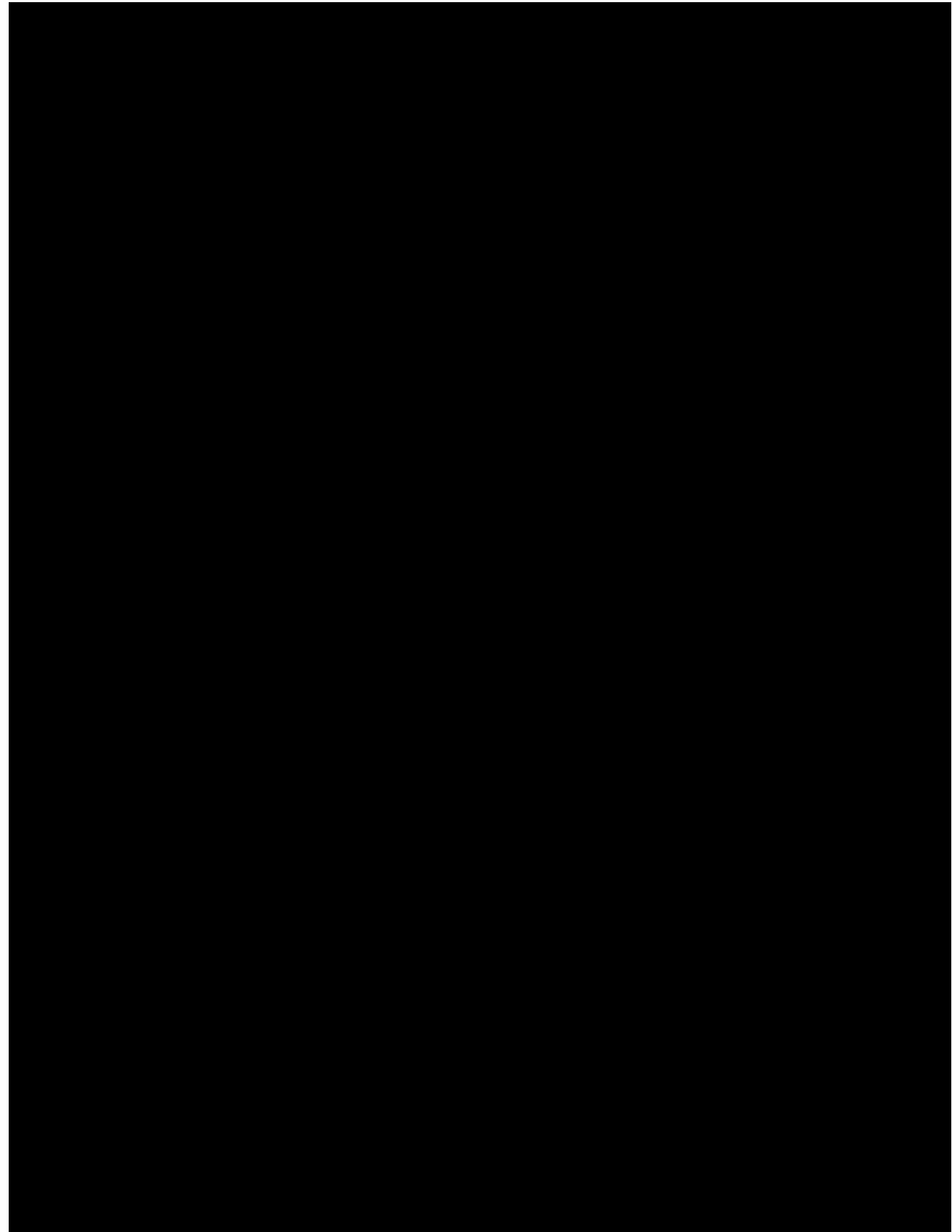


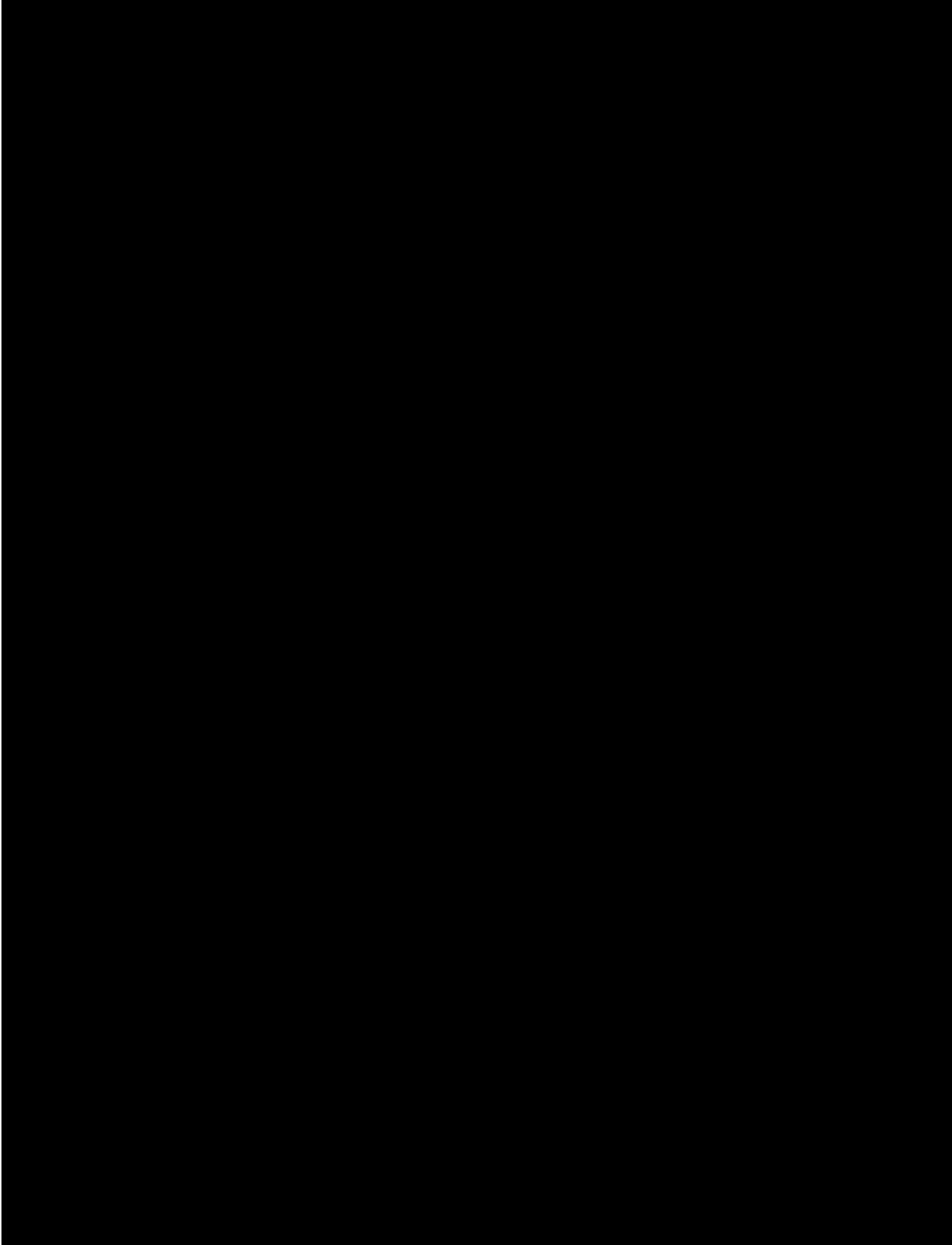


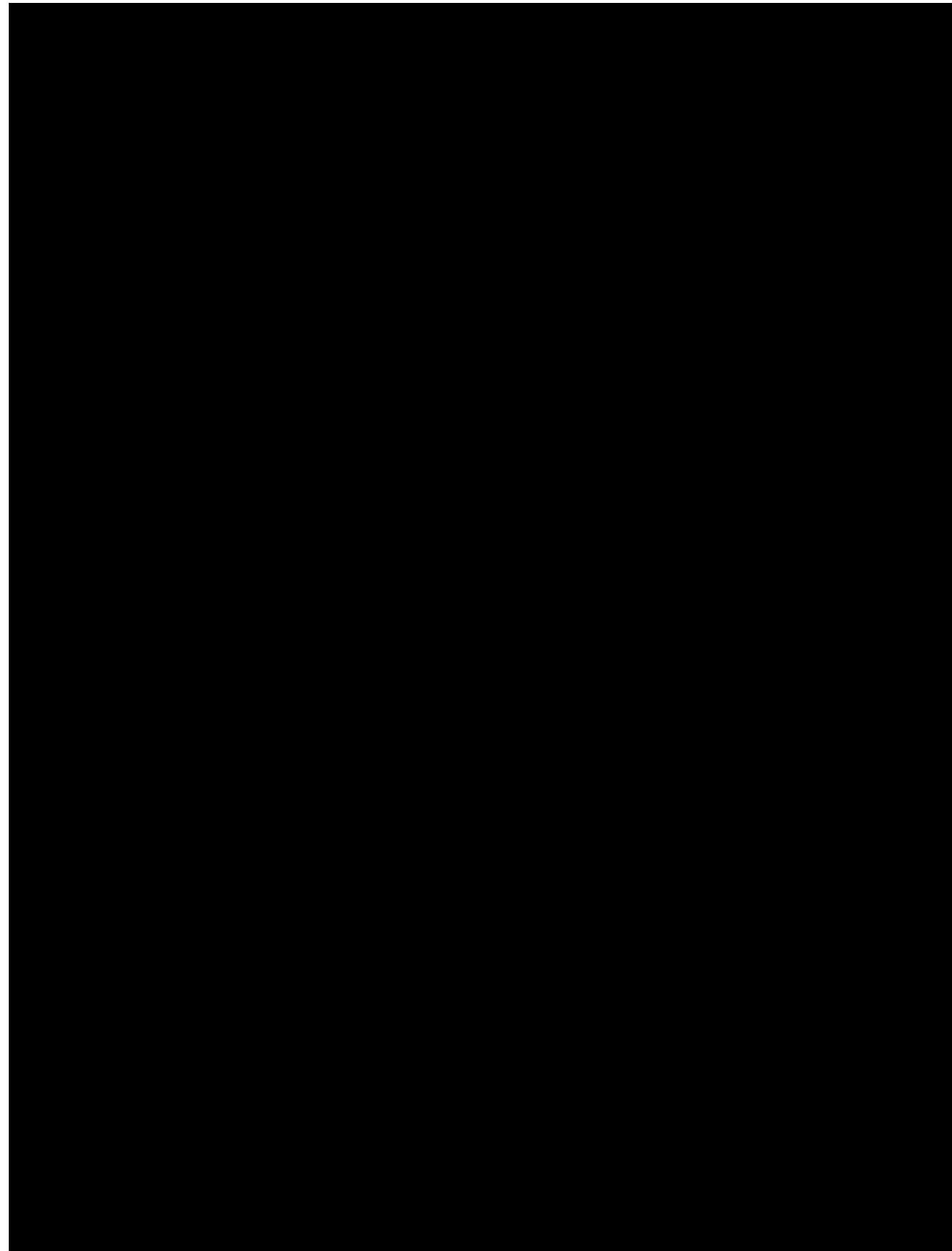


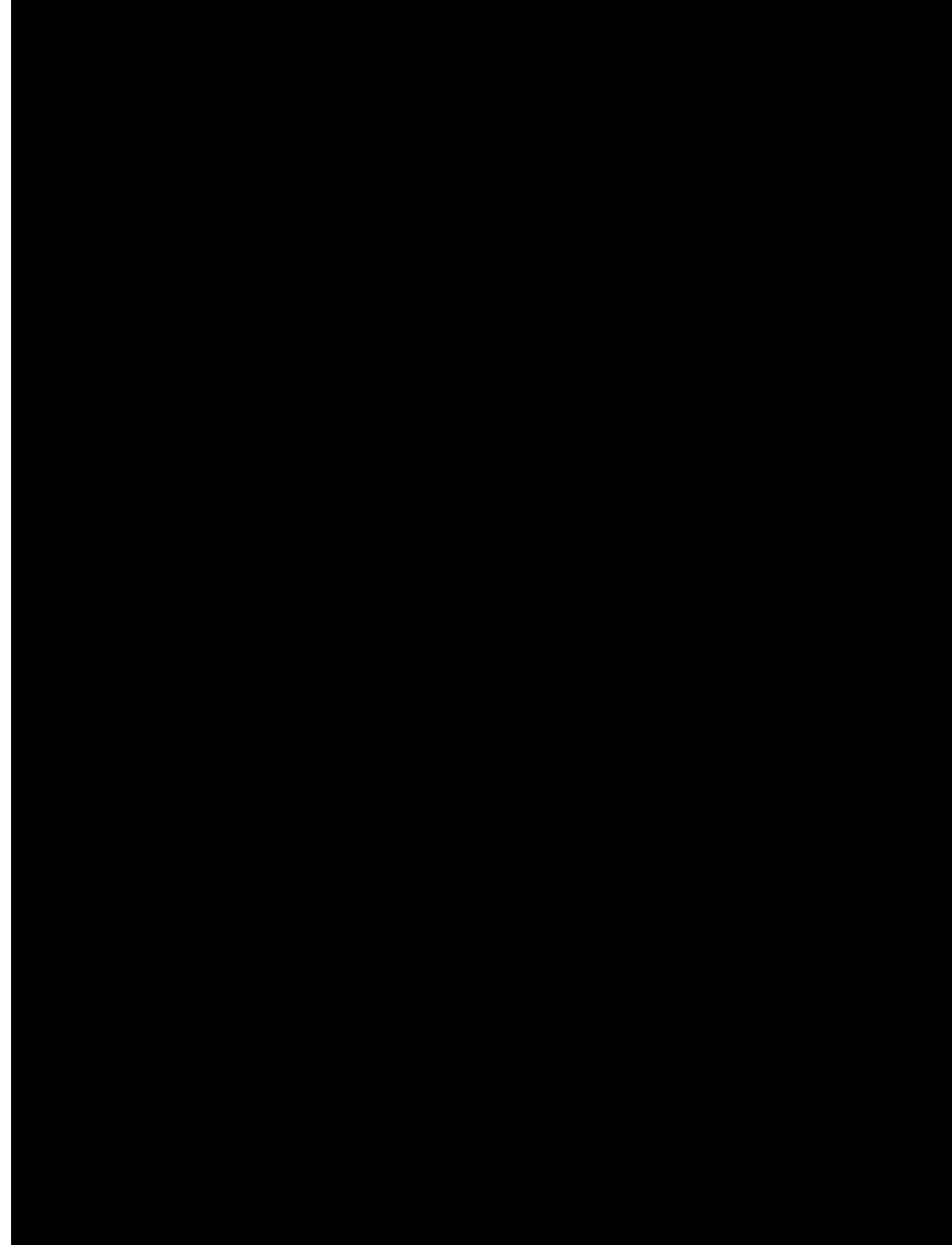


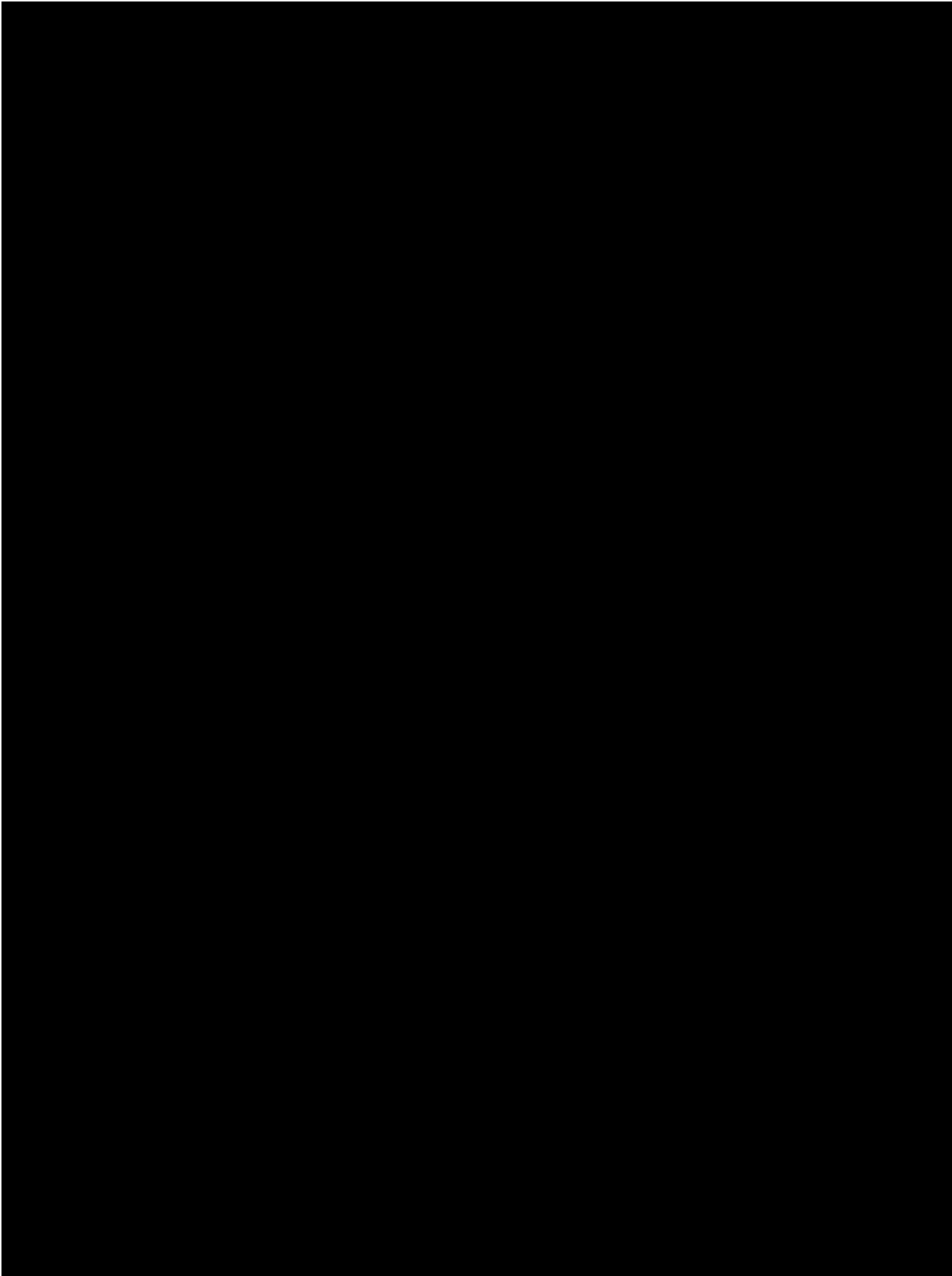


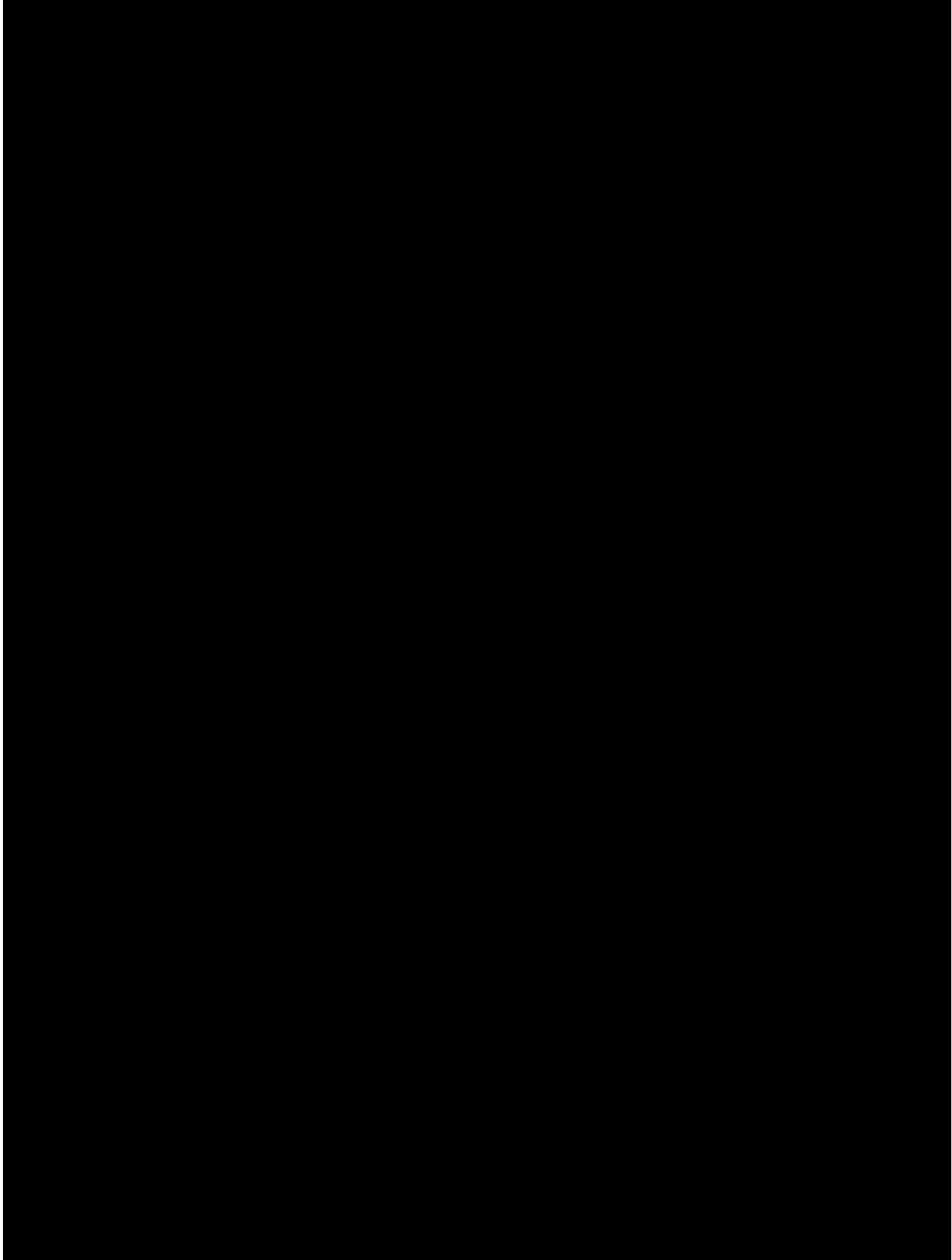


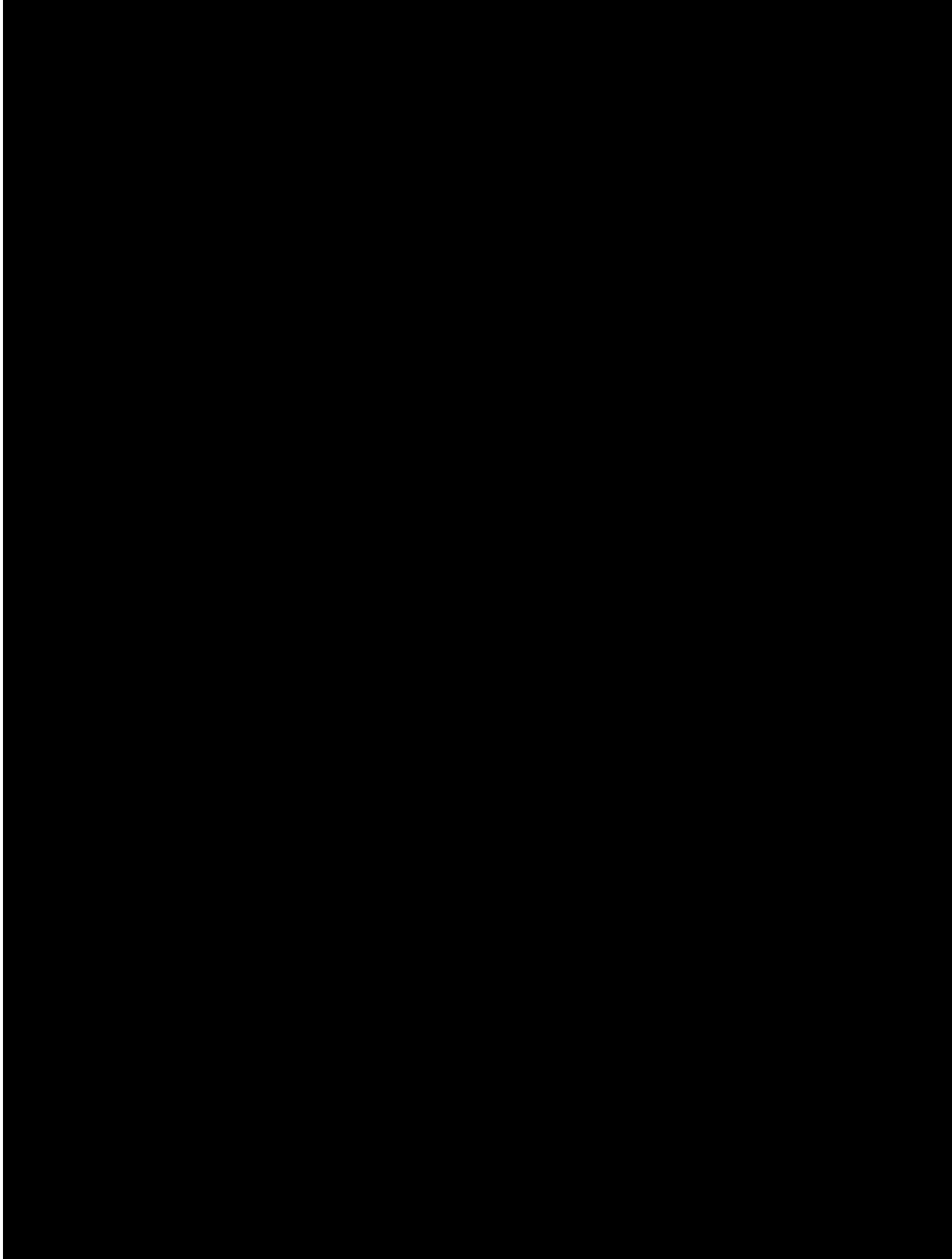


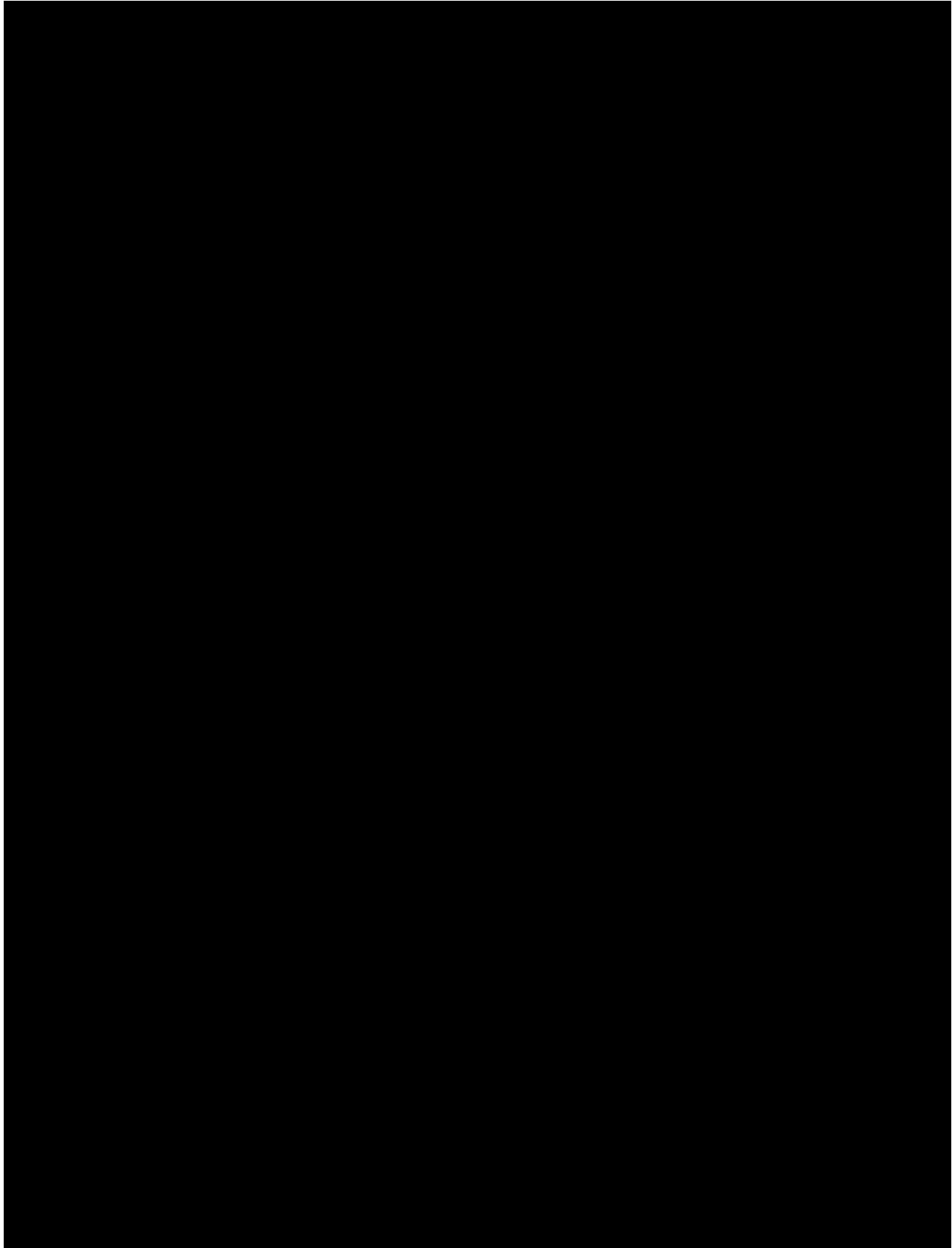


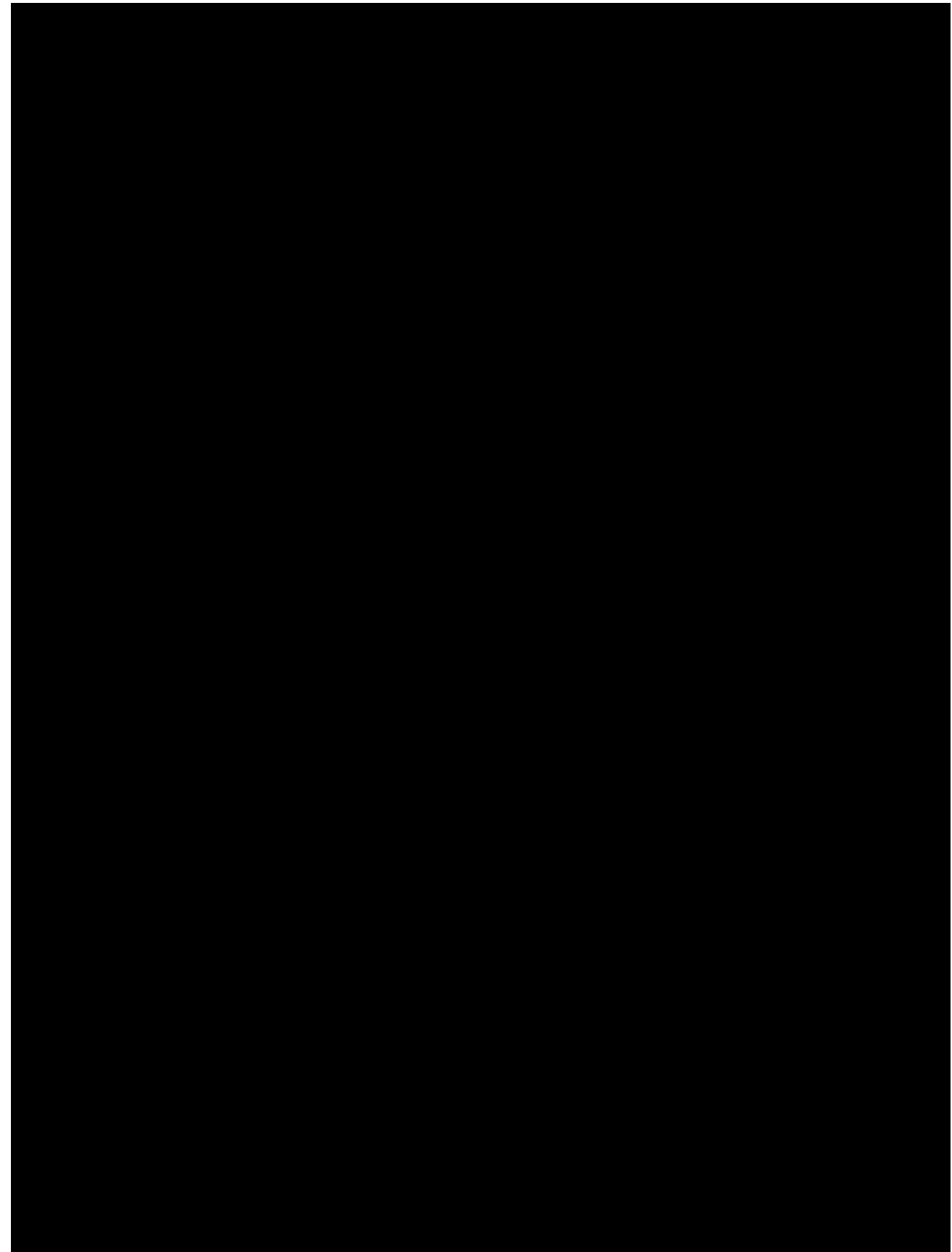


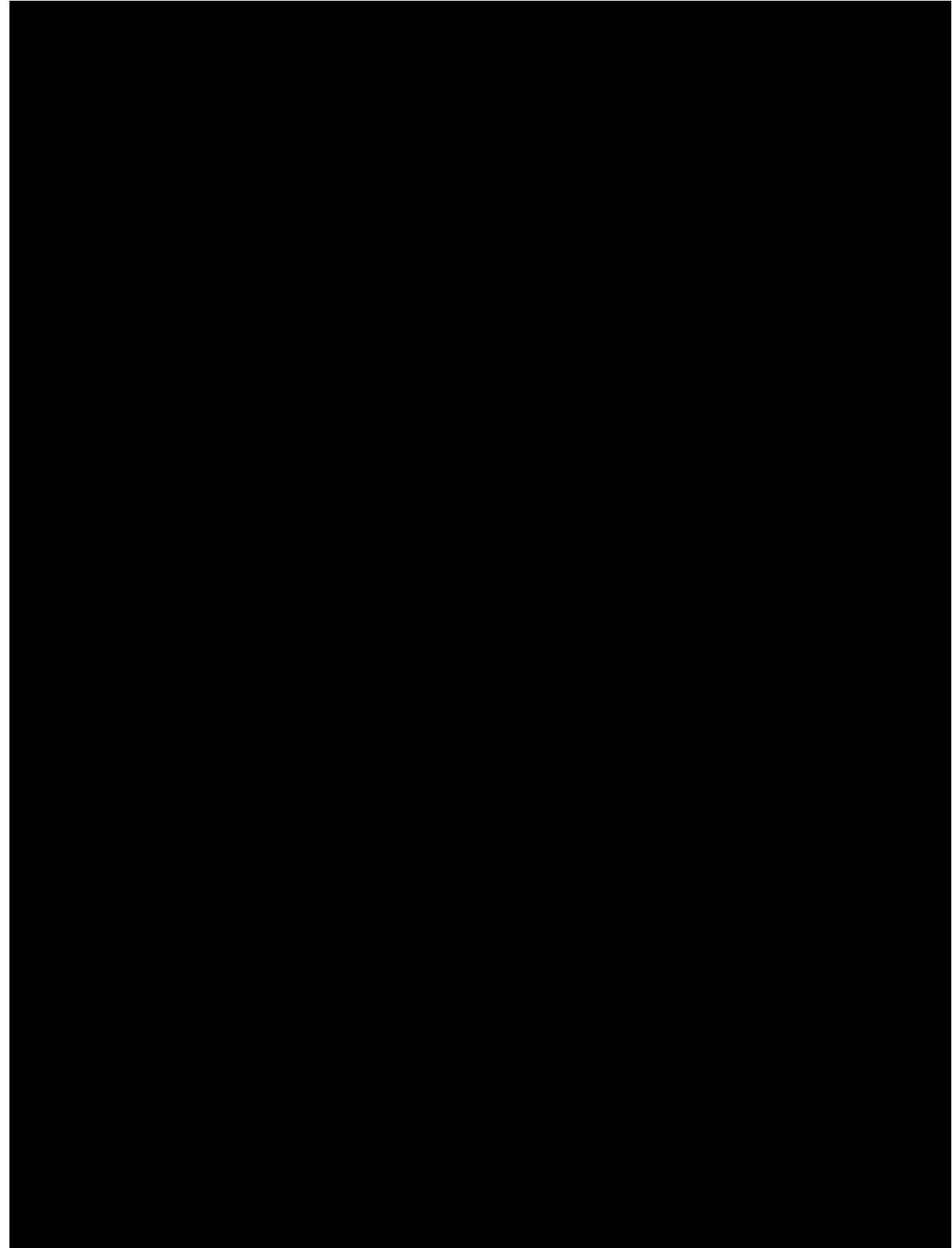


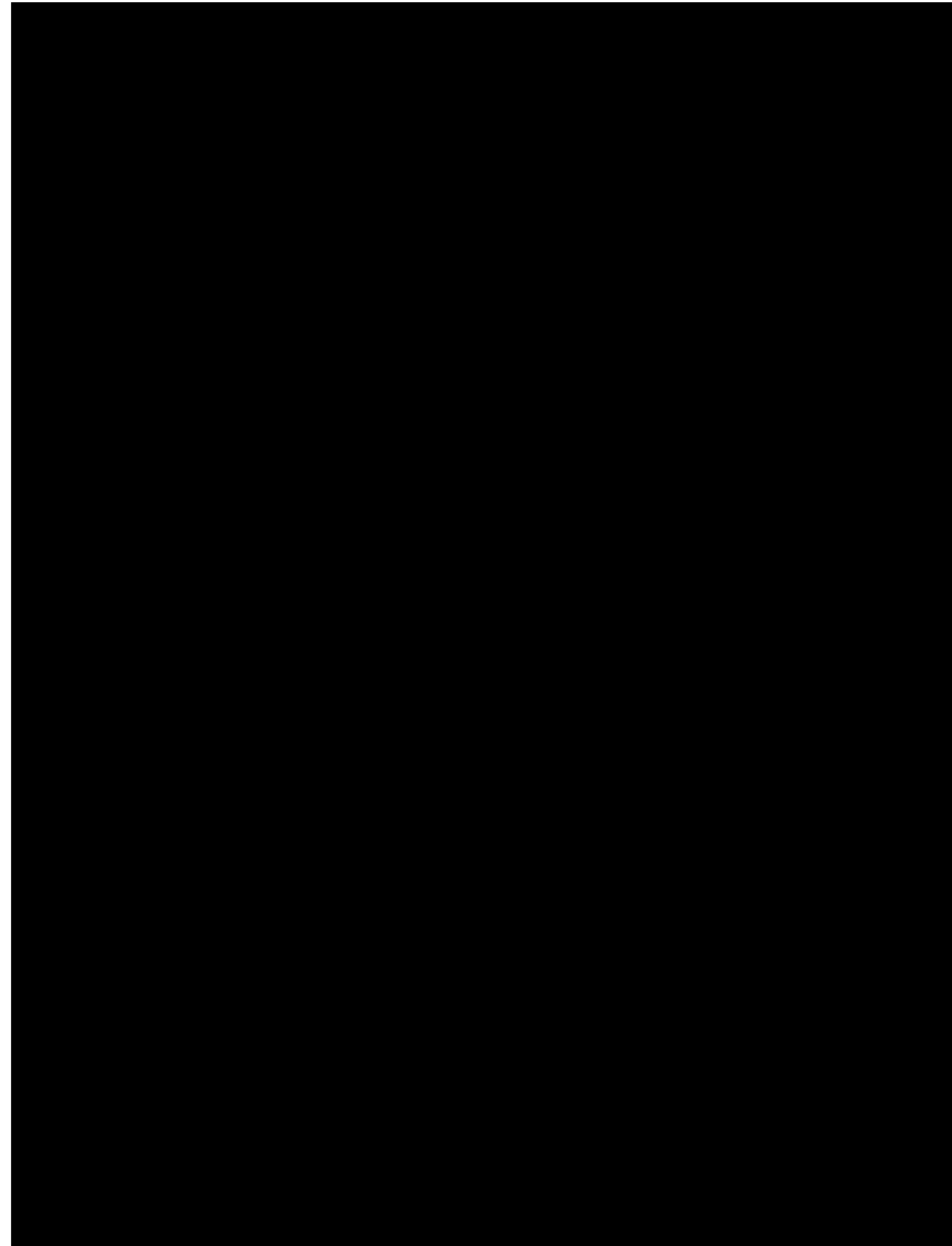


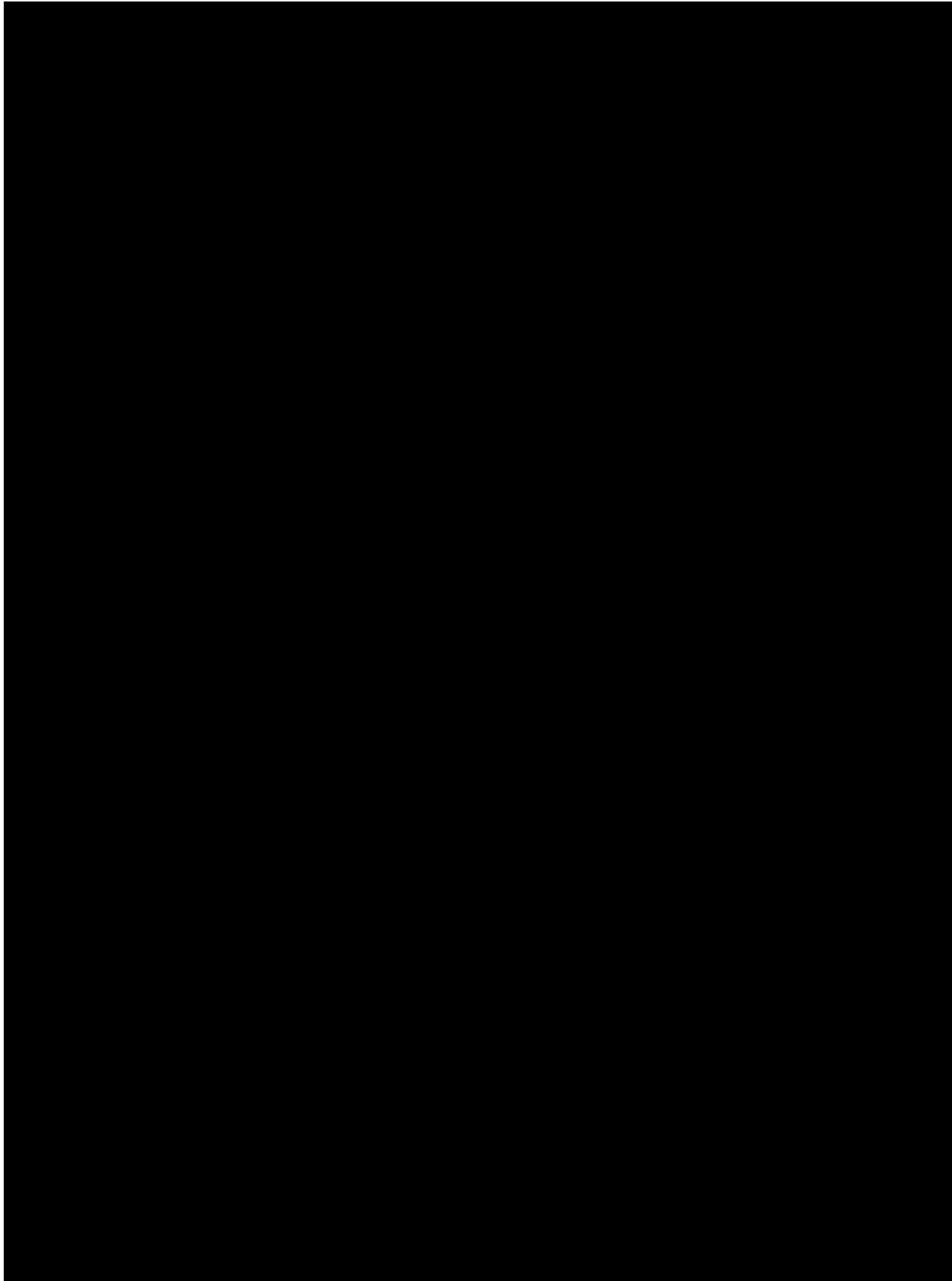


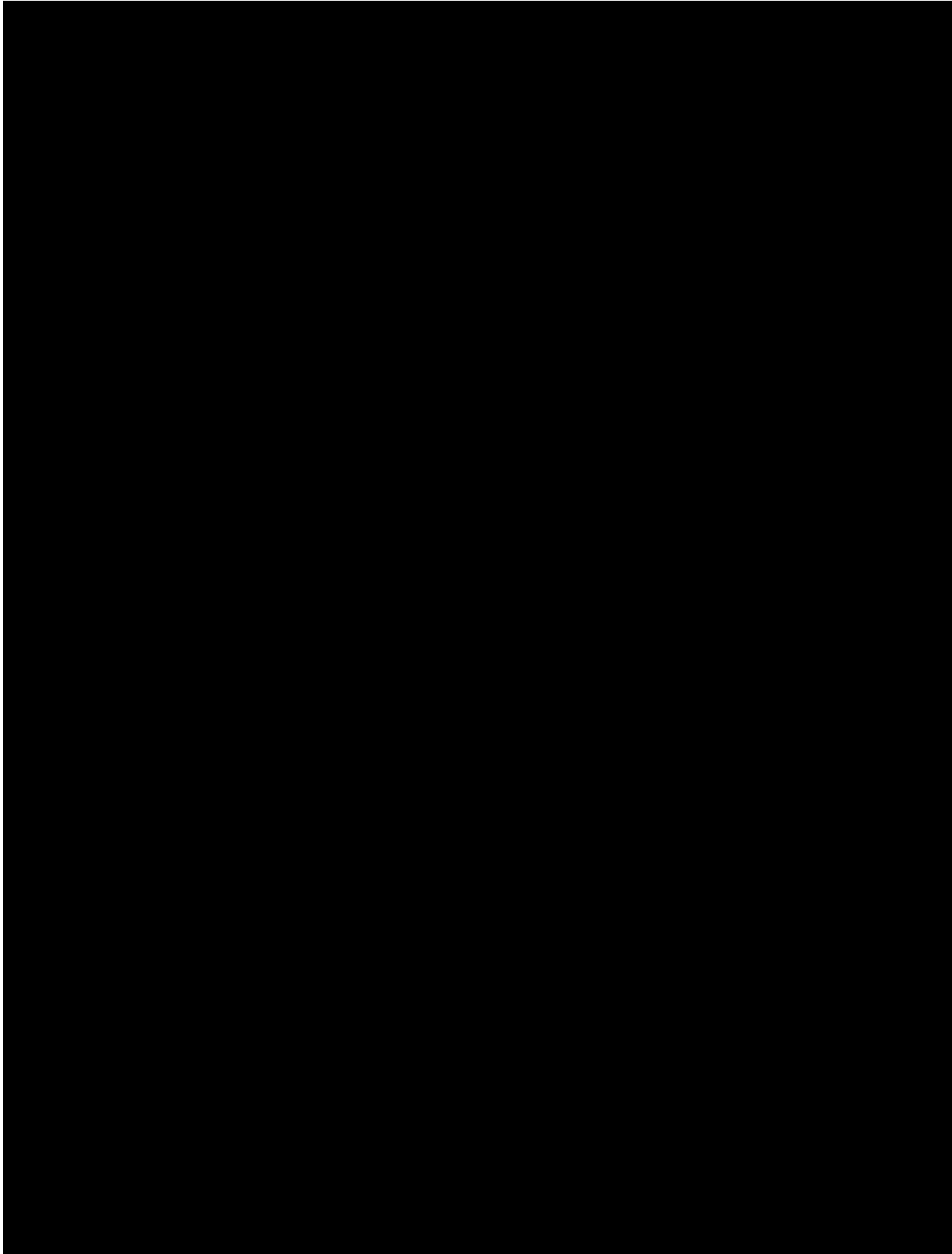


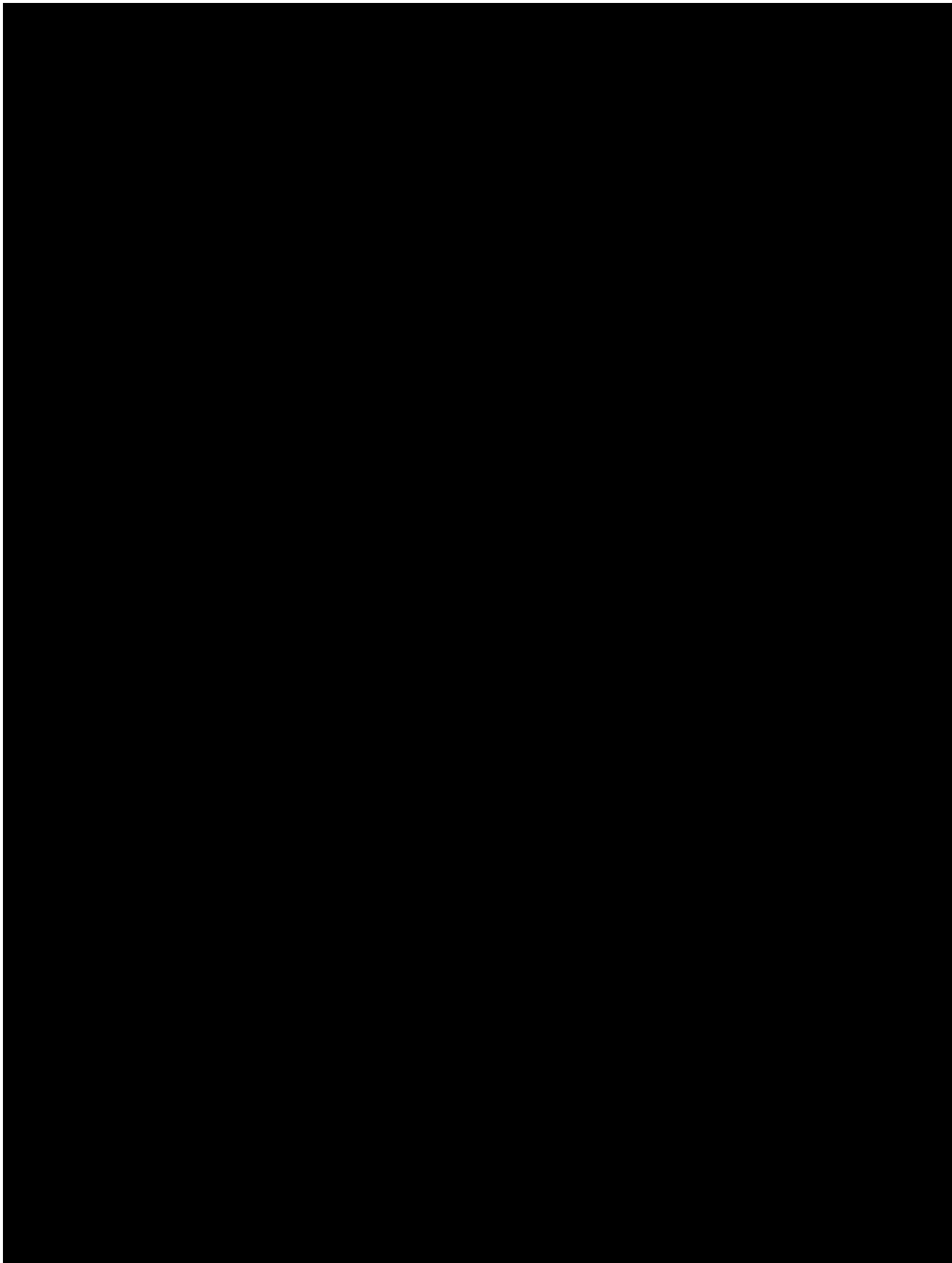


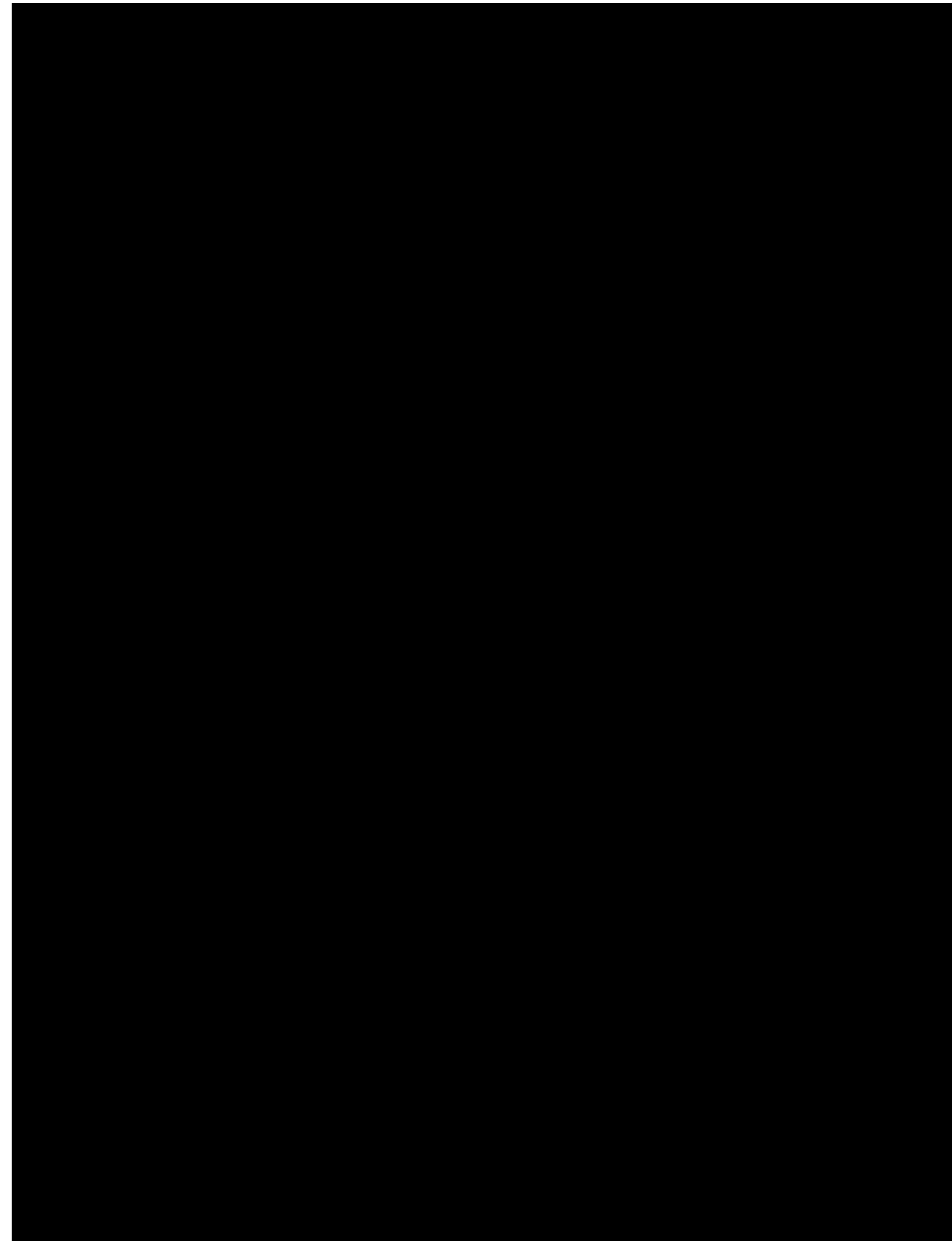


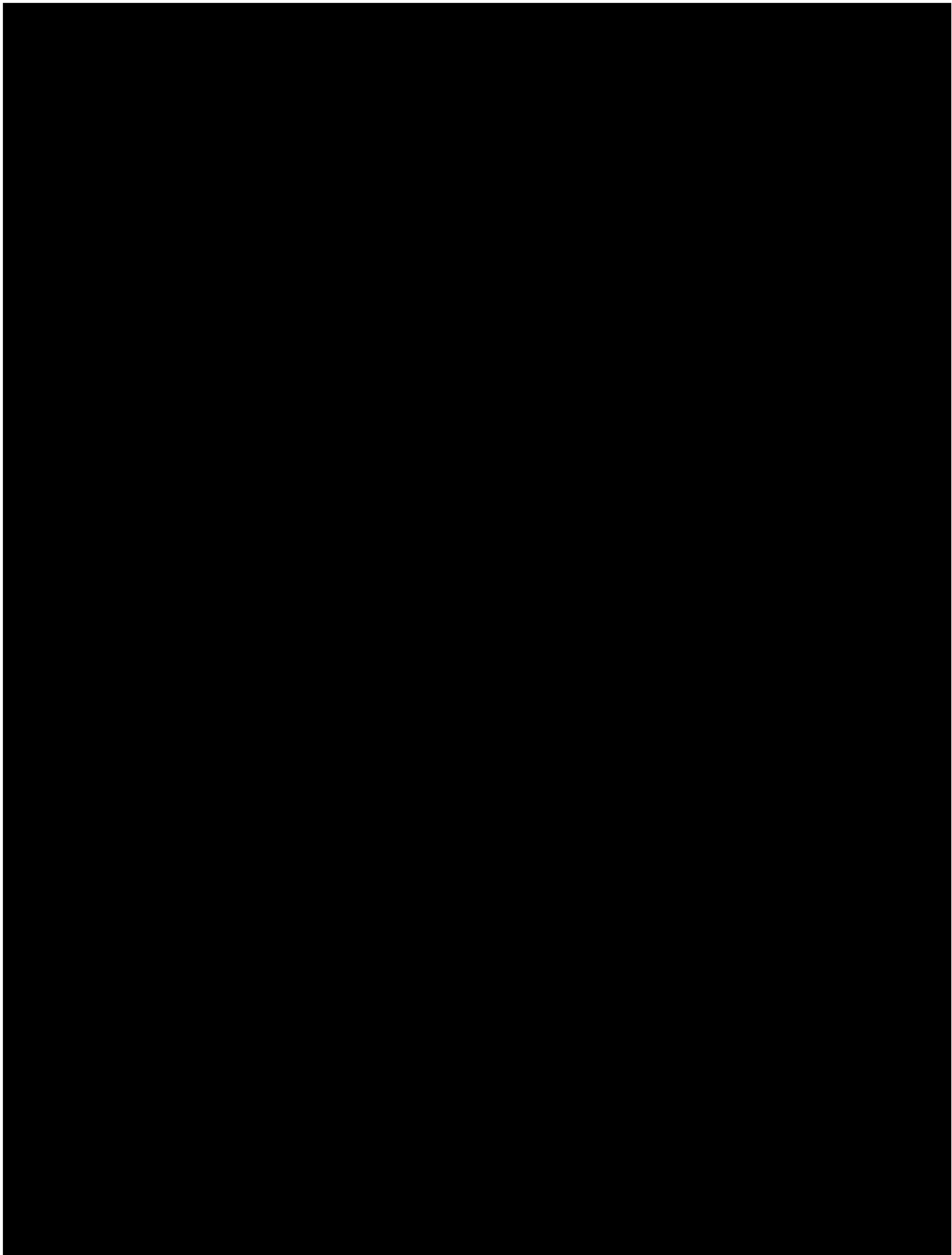


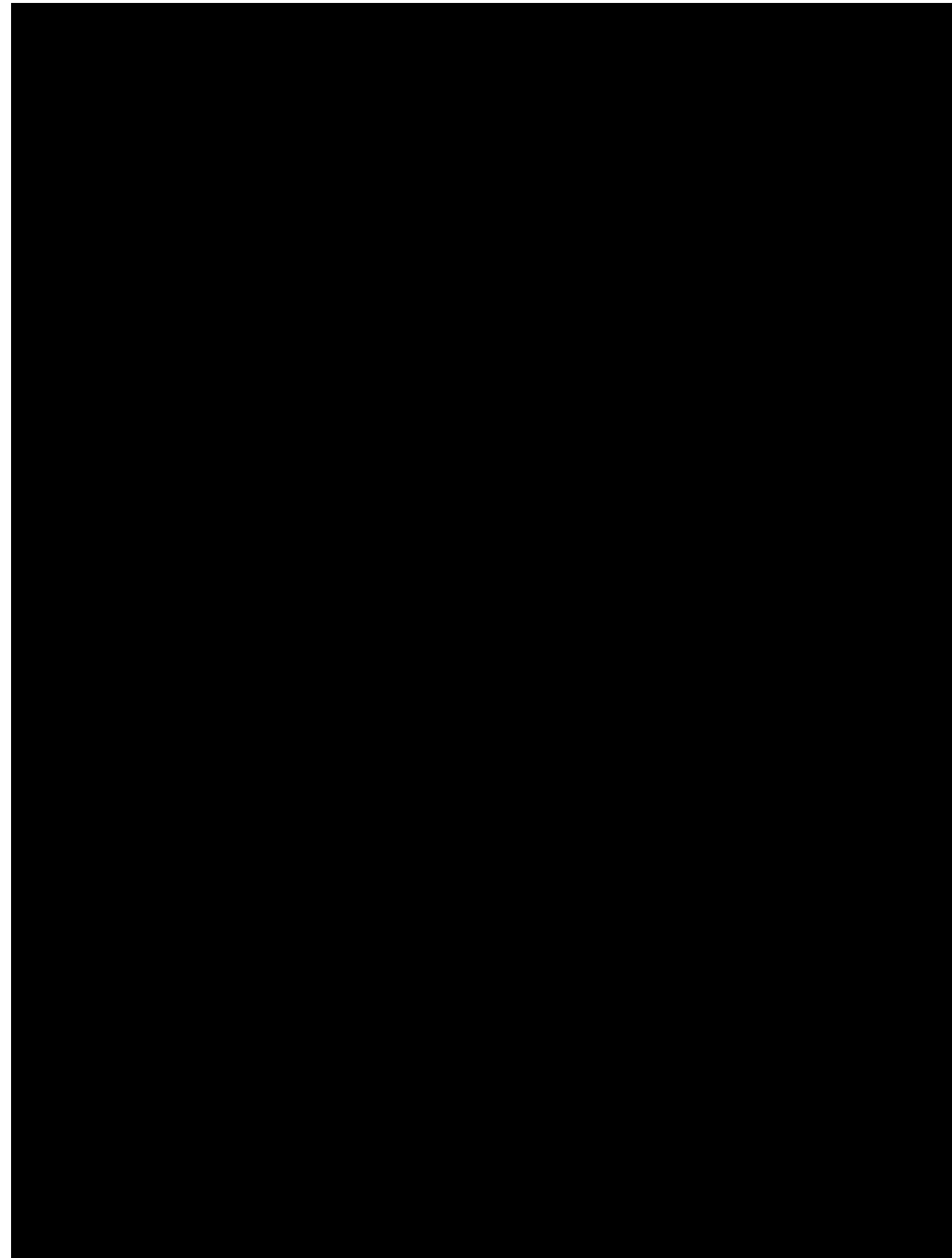


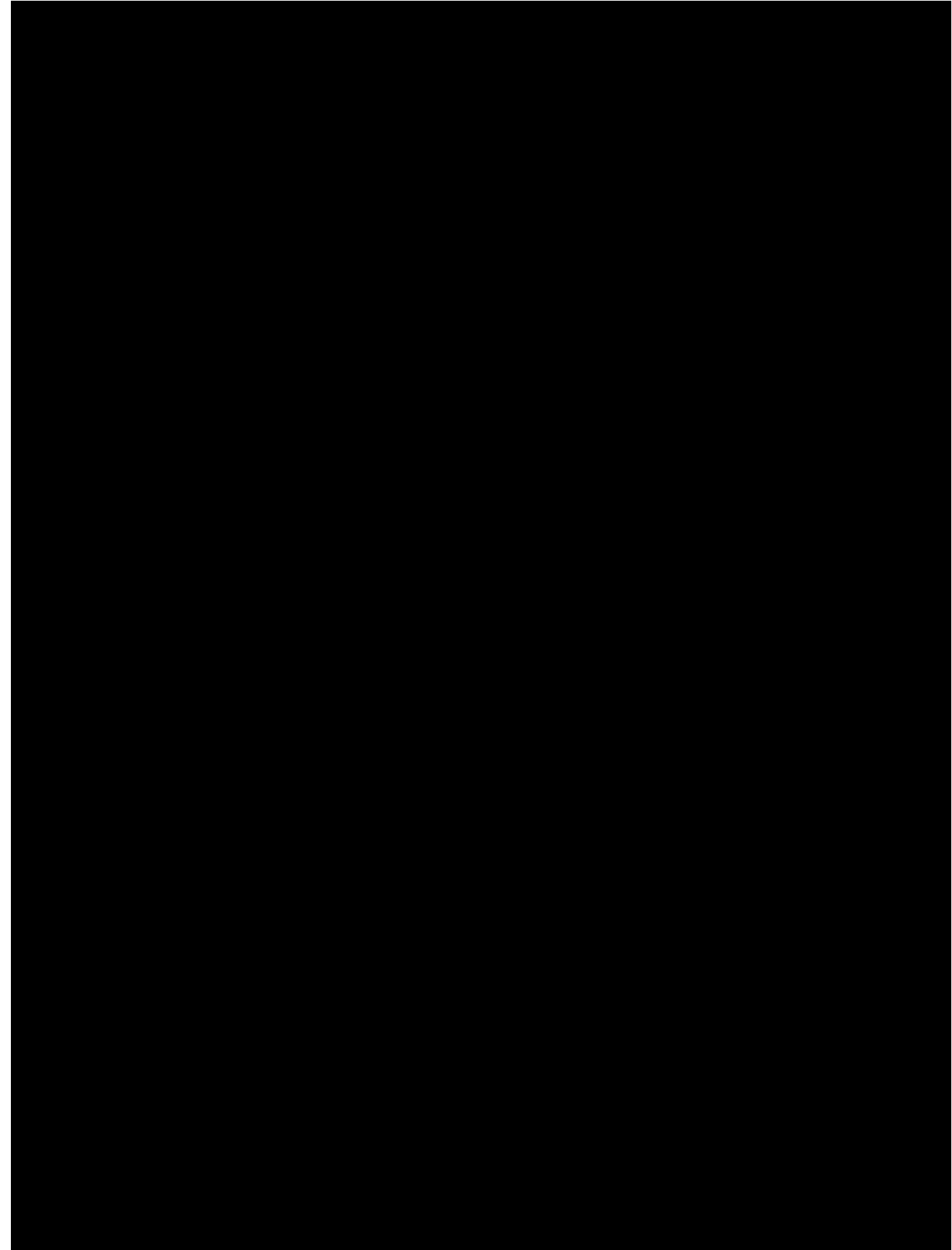


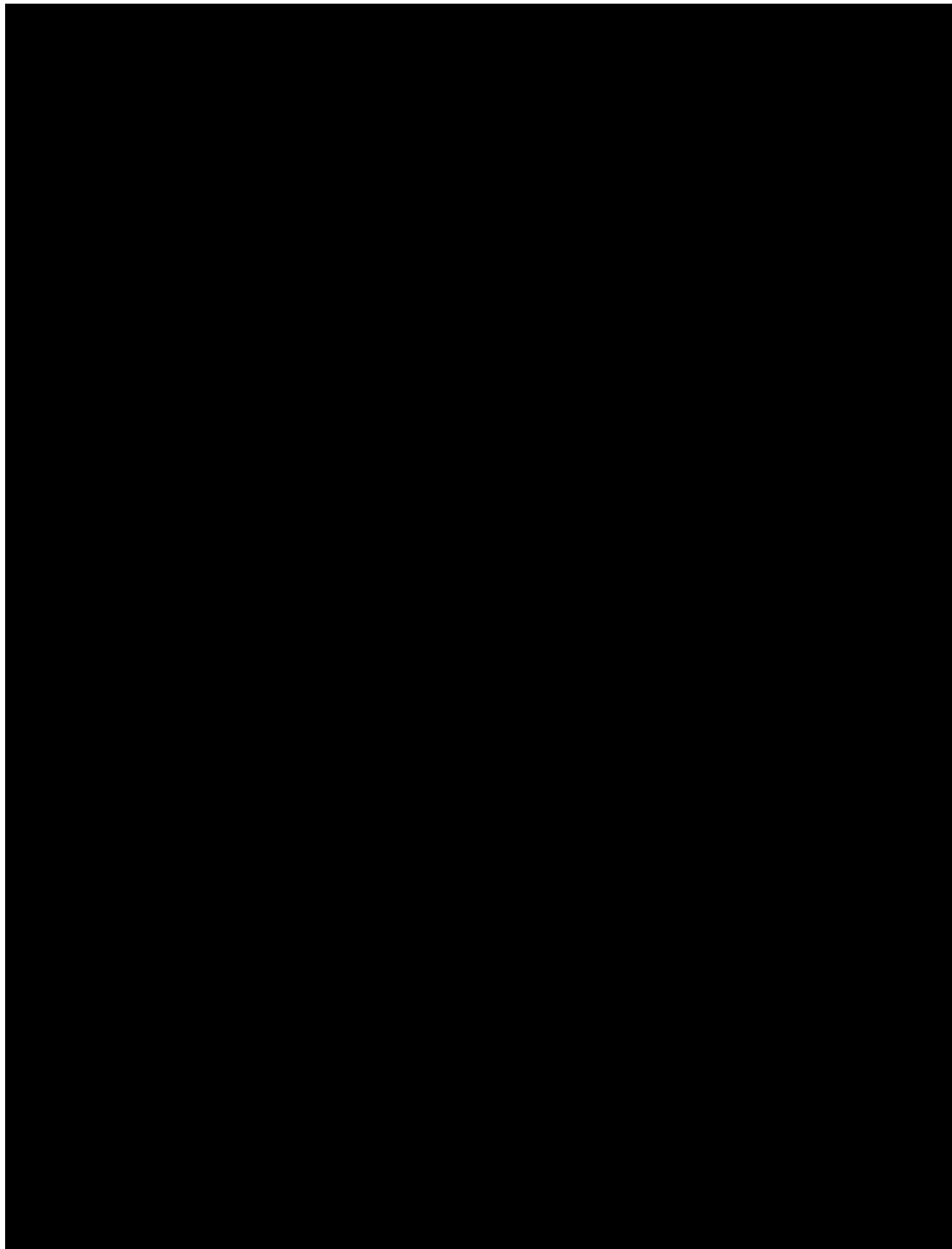


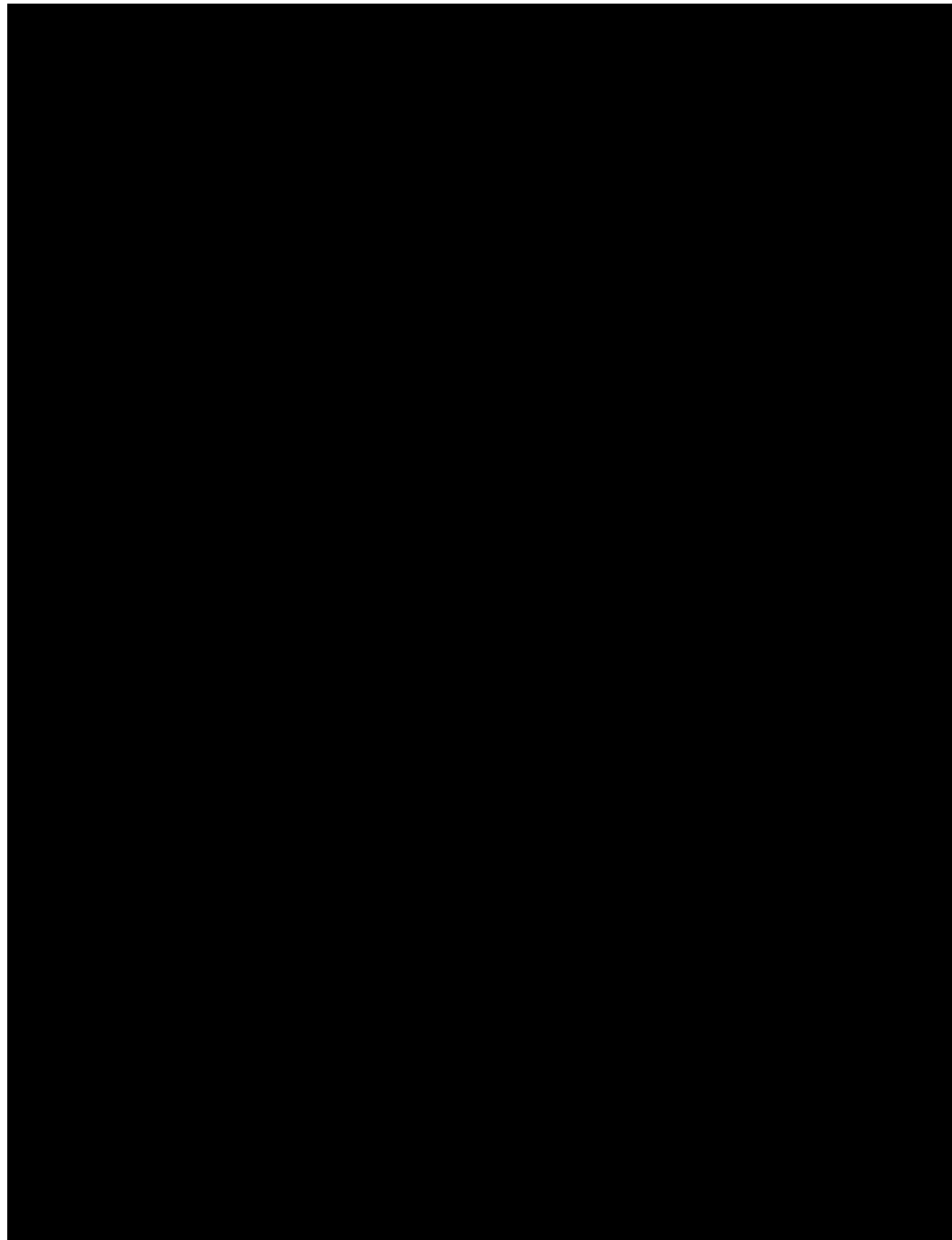












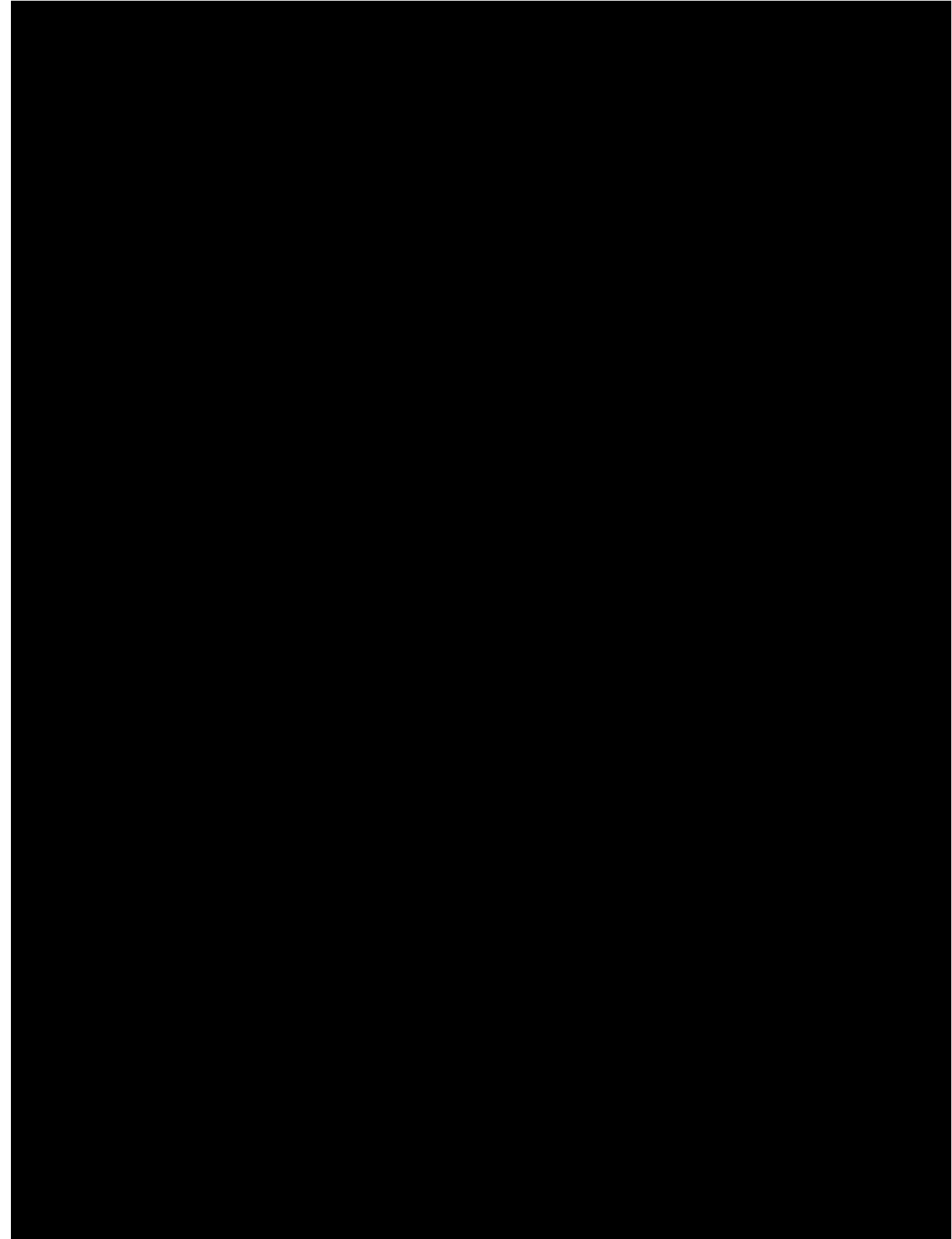




EXHIBIT V (CONTRACTOR PROPOSAL)

TO THE

DATA CAPTURE AND CLINICAL DOCUMENTATION IMPROVEMENT SYSTEM
AND RELATED SERVICES AGREEMENT

County of Los Angeles
Department of Health Services

Data Capture and Clinical Documentation Improvement System and Related Services

RFP #DCCDIS2021

Phase 2 - Detailed RFP
Requirements Proposal

May 9, 2022

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County of Los Angeles
Department of Health Services

Data Capture and Clinical Documentation Improvement System and Related Services

RFP #DCCDIS2021

Phase 2 - Detailed RFP Requirements Proposal

May 9, 2022

Submitted to:

County of Los Angeles
Department of Health Services
Artineh Sarkissian
Contract Analyst
313 North Figueroa St., 6th Floor East, Los Angeles, CA 90012
Phone Number: 213-288-8199

Submitted by:

Accenture LLP
1003 E. 4th Place, 8th Floor
Los Angeles, CA 90013
Martin H. Hodgett
Managing Director
Phone Number: 310-426-5097
Email: martin.h.hodgett@accenture.com

A decorative L-shaped bracket in a dark blue color, consisting of a vertical line on the left and a horizontal line on the top, with a smaller L-shaped bracket on the right side.

Appendix O (Detailed RFP
Requirements Proposal
Checklist)



**DATA CAPTURE AND CLINICAL DOCUMENTATION IMPROVEMENT SYSTEM AND
RELATED SERVICES**

REQUEST FOR PROPOSALS

APPENDIX O (DETAILED RFP REQUIREMENTS PROPOSAL CHECKLIST)

#DCCDIS2021

DETAILED RFP REQUIREMENTS PROPOSAL CHECKLIST

Proposer must affirmatively confirm that it has completed and submitted each of the required documents identified in the RFP Requirements Proposal Response Form by completing and signing the checklist below. Proposer should also be certain to sign any individual document that requires a signature.

Required Documents	Yes	No
Cover Page	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Table of Contents	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Appendix A (Transmittal Letter)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Appendix E.1 (Functional Requirements Yes/No)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Appendix E.2 (Functional Requirements Descriptive Response)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Appendix F.1 (Technical Requirements Yes/No)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Appendix H (Bonus Points Form)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Appendix G (Vendor Experience and System Implementation)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Appendix J.1.RF (Required Agreement Body Response Form)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit A.1.RF (DCCDIS SOW Response Form)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit A.2.RF (Support Services and Maintenance SOW Response Form)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit C.RF (Fees; Contractor Professional Services Rates Response Form)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit E.RF (Service Levels and Performance Standards Response Form)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit F.RF (Business Associate Agreement Response Form)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit G.RF (Glossary Response Form)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit K.RF (Information Security Requirements Response Form)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit M.RF (Additional Hosting Services Terms and Conditions Response Form)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit M.1.RF (Disaster Recovery and Business Continuity Response Form)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit U (Contractor Diligence and Information Security Questionnaire)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Appendix K (Required Forms)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Appendix M (Pricing Response Form)	<input checked="" type="checkbox"/>	<input type="checkbox"/>

[Signature required on the following page]

Proposer's Company Name: Accenture LLP

Signed by: 

Print Name: Martin H. Hodgett

Title: Managing Director

Date: 05-09-2022

Address: 1003 E. 4th Place

8th Floor

Los Angeles, CA 90013

E-mail: martin.h.hodgett@accenture.com

Telephone: 310-426-5097

Fax: 310-726-2950



Cover Letter





Accenture LLP
1003 E. 4th Place
8th Floor
Los Angeles, CA 90013
accenture.com

May 9, 2022

Artineh Sarkissian
Contract Analyst
313 North Figueroa Street, 6th Floor East
Los Angeles, CA 90012-4869

Dear Ms. Sarkissian:

Thank you for the opportunity to continue our Accenture partnership with the County and its diverse local community. We are excited to provide our response to the second phase of the County's endeavor to implement the most rapid, substantial, and sustained improvements to the accuracy, completeness, and utility of DCCDIS to drive an overall better patient and staff experience.

By teaming with the two market-leading healthcare technology firms with some of the highest-ranking VP/RTPDI/CAC AI driven software solutions – **Nuance** (a Microsoft Company) and **Dolbey** – Accenture will be able to provide the County the most comprehensive enterprise suite of software solutions with your Cerner ecosystem. The Accenture team's proposed DCCDIS solution will bring the County value by:

- **Improving patient outcomes** through optimizing convenience, speed, quality, and accuracy of clinical data entry and data capture metrics.
- **Improving caregiver experience** by giving DHS physicians more time for patient care by reducing the need for manual documentation.
- **Utilizing NLP and AI/ML** to improve efficiency, accuracy, and completeness of healthcare coding across all care sites.
- **Maximizing product software functionality** through Accenture's best-in-class end-to-end change management, communication management, service integration, and delivery.
- **Increasing internal and external public quality rankings** and compliance/audit metrics due to better patient and caregiver experiences.
- **Reducing medical and administrative errors** which creates better patient health outcomes.
- **Accelerating and increasing revenue and reimbursement** through more accurate coding and documentation.

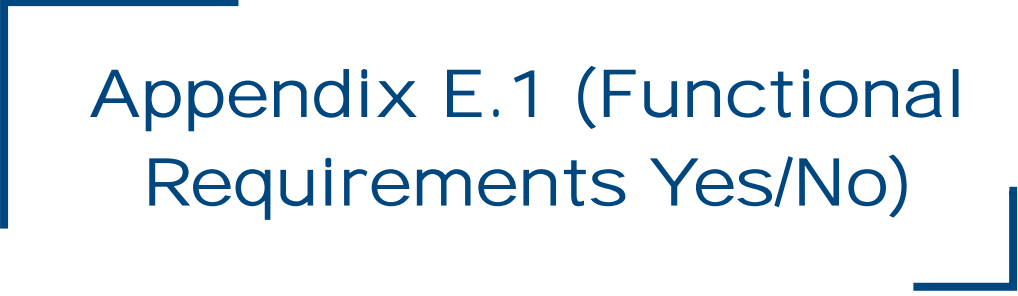
Lastly, as a current partner to the County, the Accenture team brings the benefit of an existing understanding of County processes as well as its organizational culture. Incorporating our deep local public sector knowledge with our healthcare technology and operations expertise, our overall team/company stability, top product and consulting industry rankings, and local/diverse teams, the whole County – your patients, your staff, and your community – will benefit.

We look forward to next steps and being your long-term partner on this opportunity to improve the community's health.

Please reach out to myself or Jason Clark, MSc. (LA Healthcare Provider Lead – jason.a.clark@accenture.com 310-701-6489) if you have any additional questions.

Sincerely,

Martin Hodgett
SoCal Office Managing Director



Appendix E.1 (Functional Requirements Yes/No)

Functional Requirements	
Column "D" Response	Definition
Yes	Proposer's solution for LA County must deliver each element of the functionality identified in the Requirement. If Proposer's solution does not deliver any element of the Requirement, Proposer should not respond with a "Yes."
No	The functionality identified in the Requirement will not be provided, or will only be provided in part.
Note:	
1. An omitted response will be assumed to be the same as a response of "No".	
2. Only one (1) "Yes" or "No" response per Requirement will be accepted.	
3. If County determines that Proposer did not respond per the County's instructions, Proposer may be disqualified or County may require Proposer's responses to be resubmitted and rescored.	
Column "E" Response (only complete if Proposer responded "Yes" in Column D)	Definition
Yes	Proposer's solution for a minimum of 2 of Proposer's other clients delivers each element of the functionality identified in the Requirement.
No	The functionality identified in the Requirement is not provided in full for at least 2 of Proposer's other clients.
Note:	
1. For Requirements where Proposer responded "Yes" in Column D, an omitted response in Column E will be evaluated as if Proposer had responded "No" in Column E.	
2. Only one (1) "Yes" or "No" response per Requirement that Proposer responded "Yes" to in Column D will be accepted.	

Reference Number	Function	Requirement	Under your Proposal, will your solution deliver each element of the functionality to LA County? (Yes / No)	If you answered "Yes" in Column D: Is this functionality implemented and in use for a minimum of 2 of your other clients? (Yes / No)
A. Real-Time Provider Documentation Improvement (RTPDI) and Voice Recognition (VR) Functional Requirements Starter Set				
Real-time Features				
A01	Automated identification of documentation deficiencies and queries	The RTPDI functionality shall provide automated identification of documentation deficiencies and specificity deficiencies via dialogs and queries in notes created via templates, typing and/or speech.	Yes	Yes
A02	Specialty-specific/high-value nudges	The RTPDI functionality shall automatically deliver high-value nudges, prompts to documenting provider, including guidance or an alert to the provider for additional information or clarification when documentation deficiencies and need for higher specification is identified.	Yes	Yes
A03	Real-time feedback/guidance	The RTPDI functionality shall provide real-time feedback and guidance at the time of documentation creation by provider.	Yes	Yes
A04	Access to reference and educational information	Upon presenting nudges, dialogs, or queries to provider, the RTPDI functionality shall present contextually relevant resources to further educational material that provider can review if desired.	Yes	Yes
A05	Real time feedback	The RTPDI functionality shall provide real-time passive visual feedback to provider regarding documentation quality outcomes, including diagnostic and procedure coding, as well as quality and safety indicators.	Yes	Yes
A05(a)	Real time feedback	From the end user perspective, RTPDI functionality shall be integrated with the EHR System with single sign-on.	Yes	Yes
A05(b)	Real time feedback	From the end user perspective, RTPDI functionality shall be immediately accessible and responsive with minimal latency across common deployment strategies (e.g. workstation, mobile device, VDI / remote access).	Yes	Yes
A05(c)	Real time feedback	From the end user perspective, RTPDI functionality shall be seamlessly integrated with the EHR System with minimal navigation between windows, interruptions, and task switching.	Yes	Yes
A05(d)	Real time feedback	From end user perspective, RTPDI functionality shall be seamlessly integrated with common Cerner documentation functions, such as "Powernote," workflow Mpages, and dynamic documentation.	Yes	Yes
Voice Recognition				

Reference Number	Function	Requirement	Under your Proposal, will your solution deliver each element of the functionality to LA County? (Yes / No)	If you answered "Yes" in Column D: Is this functionality implemented and in use for a minimum of 2 of your other clients? (Yes / No)
A06	Application-agnostic features	The VR functionality shall provide speech to text function across the EHR System as well as other clinical systems and other enterprise applications.	Yes	Yes
A07	Integrated with EHR	The VR functionality shall seamlessly provide an integrated user experience with integrated EHR navigation functions and tools.	Yes	Yes
A07(a)	Integrated with EHR	From the end user perspective, VR functionality shall be integrated with the EHR System with single sign-on.	Yes	Yes
A07(b)	Integrated with EHR	From the end user perspective, VR functionality shall be immediately accessible and responsive with minimal latency across common deployment strategies (e.g. workstation, mobile device, VDI / remote access).	Yes	Yes
A07(c)	Integrated with EHR	From the end user perspective, VR functionality shall be seamlessly integrated with the EHR System with minimal navigation between windows, interruptions, and task switching.	Yes	Yes
A07(d)	Integrated with EHR	From the end user perspective, VR functionality shall be seamlessly integrated with common Cerner documentation functions, such as "Powernote," workflow Mpages, and dynamic documentation.	Yes	Yes
A08	Accuracy	Accurate speech recognition with low error rates across specialties.	Yes	Yes
A09	Accuracy Resiliency	The VR functionality speech recognition shall maintain low error rates despite background noise or accented speech.	Yes	Yes
A10	Quality feedback	The VR functionality shall detect quality of audio and end users are provided with real-time feedback or suggestions to improve accuracy.	Yes	Yes
A11	Portability	The VR functionality speech recognition tools shall follow provider across devices and sessions (e.g. workstation to mobile device, virtual desktop "follow me" session, wi-fi to cellular network switch).	Yes	Yes
A12	User Profiles	The VR functionality shall create Individual user speech recognition profiles automatically without user intervention.	Yes	Yes
A12(a)	User Profiles	The individual user speech recognition profiles shall improve speech recognition over time without manual user intervention.	Yes	Yes

Reference Number	Function	Requirement	Under your Proposal, will your solution deliver each element of the functionality to LA County? (Yes / No)	If you answered "Yes" in Column D: Is this functionality implemented and in use for a minimum of 2 of your other clients? (Yes / No)
A12(b)	User Profiles	The individual user speech recognition profiles shall follow user across platforms (e.g. desktop, mobile app, VDI / remote access) without manual user intervention.	Yes	Yes
A13	Macros / Template Customization	VR macros and templates can be published and customized at multiple organizational levels (e.g. client domain, department, individual user).	Yes	Yes
A14	Macro / template integration	The macros and templates of the VR functionality shall seamlessly integrate with EHR autotexts / macros at the user level.	Yes	Yes
A15	Automatic calibration and setup	The VR functionality shall automatically calibrate audio device and initial configuration without user intervention.	Yes	Yes
A15(a)	Automatic calibration and setup	The VR functionality shall be available via native mobile apps on both the Android and iOS platform.	Yes	Yes
A16	Virtual assistant	The VR functionality shall Include access to virtual assistant functions both within the EHR and integrated with third party programs or mobile apps.	Yes	Yes
A17	User accessible analytics and feedback	The VR functionality shall include tools for users to understand their utilization of speech recognition and suggestions to improve adoption.	Yes	Yes
Documentation Quality Targets for RTPDI features				
A18	Complication and comorbidity (CC) identification	The RTPDI functionality shall identify complication and comorbidity (CC).	Yes	Yes
A19	All patient refined DRGs (APR-DRGs)	The RTPDI functionality shall provide the simultaneous grouping of all patient refined DRGs (APR-DRGs).	Yes	Yes
A20	Present on admission (POA), risk of mortality (ROM) and severity of illness (SOI)	The RTPDI functionality shall provide for capture of present on admission(POA), risk of mortality (ROM) and severity of illness (SOI).	Yes	Yes
A21	Hospital-acquired conditions (HACs)	The RTPDI functionality shall allow for data capture of, and identify, hospital-acquired conditions (HACs).	Yes	Yes
A22	Hierarchical condition categories (HCCs)	The RTPDI functionality shall allow for data capture of, and identify, hierarchical condition categories (HCCs).	Yes	Yes
A23	Prompts for detail	The RTPDI functionality shall Prompt or provide guidance or an alert to provider when documentation requires more detail or clarity or potential CC or major complication or comorbidity (MCCs).	Yes	Yes

Reference Number	Function	Requirement	Under your Proposal, will your solution deliver each element of the functionality to LA County? (Yes / No)	If you answered "Yes" in Column D: Is this functionality implemented and in use for a minimum of 2 of your other clients? (Yes / No)
A24	User interface	The RTPDI functionality shall allow for access to documentation, patient demographics, and RTPDI activities from one screen / view, integrated seamlessly with EHR.	Yes	Yes
A25	Customized data abstraction	The RTPDI functionality shall provide the option for customized data as targets for RTPDI (e.g., quality indicators, core measures, patient safety measures as well as data for registry reporting).	Yes	Yes
A26	Performance monitoring	The RTPDI functionality shall allow for tracking of prompts sent to physicians for performance monitoring.	Yes	Yes
A26(a)	Performance monitoring	The RTPDI functionality shall present documentation clarification/improvement suggestions directly within the EHR System documentation workflow for Cerner powernotes.	Yes	Yes
26(b)	Performance monitoring	The RTPDI functionality shall present documentation clarification/improvement suggestions directly within the EHR System documentation workflow for Cerner workflow Mpages.	Yes	Yes
A26(c)	Performance monitoring	The RTPDI functionality shall present documentation clarification/improvement suggestions directly within the EHR System documentation workflow for Cerner dynamic documentation.	Yes	Yes
Auditing				
A27	Audit tracking	The RTPDI functionality shall allow for reviewing and tracking RTPDI activity at both the patient and provider level.	Yes	Yes
A28	Patient safety issues	The RTPDI functionality shall be able to identify and track patient safety issues (e.g., Joint Commission dangerous abbreviations).	Yes	Yes
User Interface				
A29	Report or dashboard	The RTPDI functionality shall have reporting or dashboards available for the end users to monitor their performance.	Yes	Yes
Configuration				
A30	Configuration with coding requirements	The RTPDI functionality shall allow configuration with the coding requirements including the types of coding categories available such as, DRG, HCC, ICD-10, Procedural, Procedures, and Evaluation and Management codes.	Yes	Yes

Reference Number	Function	Requirement	Under your Proposal, will your solution deliver each element of the functionality to LA County? (Yes / No)	If you answered "Yes" in Column D: Is this functionality implemented and in use for a minimum of 2 of your other clients? (Yes / No)
A31	Configuration for user roles	The RTPDI functionality shall provide configuration for user roles that receive the coding suggestions such as Physician, Advanced Practice Provider, Resident, or Medical Student.	Yes	Yes
B.	Computer-Assisted Clinical Documentation Improvement (CACDI) Functional Requirements Starter Set			
	Documentation			
B01	Access to documentation	The CACDI functionality shall provide access within the application to the required documentation for review and include electronically interfaced, transcribed and scanned documents.	Yes	Yes
B02	Documentation status	The CACDI functionality shall identify and segment documentation included by status (e.g., final, working).	Yes	Yes
B03	Designated record set	The CACDI functionality shall allow for specification of what documentation is required for a particular account type, and only present the case for review once the designated record set is complete.	Yes	Yes
B04	Missing documentation	The CACDI functionality shall alert the CDI team when there is missing or incomplete documentation required to code a particular type of account, as well as when the documentation becomes available.	Yes	Yes
B05	Late-arriving documentation	The CACDI functionality shall identify documents created or available after the original case is coded as late arriving, and route for review and/or action as defined.	Yes	Yes
B06	Addendums	The CACDI functionality shall identify documentation addendums, and route for review and/or action as required.	Yes	Yes
B07	Duplicates	The CACDI functionality shall identify any duplicate documentation received.	Yes	Yes
	Queries			
B08	Query templates	The CACDI functionality shall provide a set of standard query templates.	Yes	Yes
B09	Customize templates	The CACDI functionality shall allow for customization of query templates.	Yes	Yes
B10	Autosuggest queries	The CACDI functionality shall autosuggest queries as required.	Yes	Yes
B11	Query management	The CACDI functionality shall generate, track and monitor provider queries concurrently and retrospectively, as well as link queries to deficiency tracking.	Yes	Yes
B12	Messaging	The CACDI functionality shall allow interactive, real-time messaging between various team members (coders, CDI specialists, clinicians) and integration within EHR system and workflows as required.	Yes	Yes
	Coding			

Reference Number	Function	Requirement	Under your Proposal, will your solution deliver each element of the functionality to LA County? (Yes / No)	If you answered "Yes" in Column D: Is this functionality implemented and in use for a minimum of 2 of your other clients? (Yes / No)
B13	Complication and comorbidity (CC) identification	The CACDI functionality shall identify CCs.	Yes	Yes
B14	All patient refined DRGs (APR-DRGs)	The CACDI functionality shall provide the simultaneous grouping of APR-DRGs.	Yes	Yes
B15	Present on admission (POA), risk of mortality (ROM) and severity of illness (SOI)	The CACDI functionality shall provide for capture of POA, ROM and SOI.	Yes	Yes
B16	Screen repopulation	The CACDI functionality shall prepopulate screens with patient demographic data and other designated data elements.	Yes	Yes
B17	Provider name	The CACDI functionality shall associate provider name with all procedure codes.	Yes	Yes
B18	Possible unbundled charges	The CACDI functionality shall flag a procedure that may be unbundled and provide option to review.	Yes	Yes
B19	Work queues (WQs)/work lists	The CACDI functionality shall provide for the creation and modification of WQs/work lists for prioritizing and segmenting cases for a CDI team to work with options for load balancing across the department.	Yes	Yes
B20	Work prioritization	The CACDI functionality allows work to be assigned by various mechanisms such as terminal digit, discharge date or total charges at time of discharge.	Yes	Yes
B21	Special account types or services identification	The CACDI functionality shall identify special account types or services as defined (e.g., core measures, Office of Inspector General [OIG] audit areas).	Yes	Yes
B22	Flagging of missing documentation	The CACDI functionality shall allow cases that are missing required documentation to be flagged.	Yes	Yes
Clinical Documentation Improvement (CDI)				
B23	Prompts for detail	The CACDI functionality shall prompt or provide guidance or an alert by type of user (e.g., physician, CDI specialist) when documentation requires more detail or clarity or potential CC or MCCs.	Yes	Yes
B23(a)	Prompts for detail	The CACDI functionality shall prompt or provide guidance or an alert by type of user (e.g., physician, CDI specialist) when documentation requires HCC and mortality risk adjustment codes.	Yes	Yes
B24	HCC & Mortality Risk Adjustment	The CACDI functionality shall provide alerts if there is a documentation of a HCC or if there's an opportunity to capture a mortality risk adjustment code.	Yes	Yes

Reference Number	Function	Requirement	Under your Proposal, will your solution deliver each element of the functionality to LA County? (Yes / No)	If you answered "Yes" in Column D: Is this functionality implemented and in use for a minimum of 2 of your other clients? (Yes / No)
B25	Identification of new CDI opportunities	The CACDI functionality shall use rules to identify opportunities for documentation improvement.	Yes	Yes
B26	Working DRG	The CACDI functionality shall provide a working DRG, associated length of stay (LOS), expected reimbursement and total charges.	Yes	Yes
B27	Case identification	The CACDI functionality shall identify CDI cases for review based on criteria such as account type and payor.	Yes	Yes
B28	Hospital-acquired conditions (HACs)	The CACDI functionality shall allow for data capture of HACs.	Yes	Yes
B29	Hierarchical condition categories (HCCs)	The CACDI functionality shall allow for data capture of HCCs.	Yes	Yes
B30	Customized data abstraction	The CACDI functionality shall provide the option for customized data abstraction (e.g., quality indicators, core measures, patient safety measures as well as data for registry reporting).	Yes	Yes
B31	Customized reviews	The CACDI functionality shall provide for customized reviews (e.g., identify incidental findings and clinical indicators to use to improve patient care as well as to identify potential candidates for clinical trials).	Yes	Yes
B32	Performance monitoring	The CACDI functionality shall allow for tracking of prompts and queries sent to physicians for performance monitoring.	Yes	Yes
B33	Targeted CDI messaging	The CACDI functionality shall target messages by physician, specialty, department or other criteria.	Yes	Yes
B34	Electronic health record (EHR) workflow integration	The CACDI functionality shall present documentation clarifications directly within the EHR System or within the EHR System workflow, and allow the physician to respond and automatically update the documentation.	Yes	Yes
Auditing				
B35	Audit tracking	The CACDI functionality shall allow for reviewing and tracking coding and documentation related to audits and audit appeals as well as for quality reviews.	Yes	Yes
B36	Patient safety issues	The CACDI functionality shall be able to identify and track patient safety issues (e.g., Joint Commission dangerous abbreviations).	Yes	Yes
B37	Compliance auditing	The CACDI functionality shall allow for auditing of compliance issues.	Yes	Yes
B38	Audit trail	The CACDI functionality shall be able to identify the primary coder on account as well as any users who changed any data elements.	Yes	Yes

Reference Number	Function	Requirement	Under your Proposal, will your solution deliver each element of the functionality to LA County? (Yes / No)	If you answered "Yes" in Column D: Is this functionality implemented and in use for a minimum of 2 of your other clients? (Yes / No)
User Interface				
B39	Report or dashboard	The CACDI functionality shall provide reporting or dashboards available for the end users to monitor their performance.	Yes	Yes
B40	Communication	The CACDI functionality shall provide collaboration or communication tools for the end user to communicate with a coding specialist within the application.	Yes	Yes
Configuration				
B41	Configuration with coding requirements	The CACDI functionality shall allow configuration with the coding requirements including the types of coding categories available such as, DRG, HCC, ICD-10, Procedural, Procedures, and Evaluation and Management codes.	Yes	Yes
Integration				
B42	Interfaces	The CACDI functionality shall contain all interfaces needed to provide the user with access to necessary clinical documents for the encoder, CAC, CACDI and RTPDI.	Yes	Yes
B43	Acknowledgment messages	The CACDI functionality shall provide acknowledgment messages between sending and receiving systems to confirm transactions.	Yes	Yes
B44	Sending of documentation upon discharge	The CACDI functionality shall send documentation including test results for each encounter to the system upon patient discharge.	Yes	Yes
B45	Sending of data elements	The CACDI functionality shall send a set of standard data elements per encounter, which may include items such as date of service, account type and financial class.	Yes	Yes
B46	Charge description master (CDM)	The CACDI functionality shall allow for CDM integration as required.	Yes	Yes
Reporting				
B47	Uncoded cases dollar values	The CACDI functionality shall include uncoded case dollar values to be part of the dashboard reporting.	Yes	Yes
B48	Reporting by type of case	The CACDI functionality shall allow for reporting by type of account (inpatient, outpatient, emergency department [ED]) as well as cases that are allowed to bill directly without coder review.	Yes	Yes
B49	CDI utilization	The CACDI functionality shall provide CDI utilization reports to show overall cases identified for review, outstanding queries, resolved physician queries, and financial impact.	Yes	Yes
B50	Code acceptance rates	The CACDI functionality shall provide a report that shows the coder acceptance rate of suggested codes.	Yes	Yes

Reference Number	Function	Requirement	Under your Proposal, will your solution deliver each element of the functionality to LA County? (Yes / No)	If you answered "Yes" in Column D: Is this functionality implemented and in use for a minimum of 2 of your other clients? (Yes / No)
B51	Suggested vs. final	The CACDI functionality shall provide a report of suggested codes vs. finalized codes.	Yes	Yes
B52	Case mix	The CACDI functionality shall provide case mix trending reports and breakouts by account type and/or specialty.	Yes	Yes
B53	Major complication or comorbidity (MCC)/CC capture	The CACDI functionality shall provide reporting for MCC/CC capture rates.	Yes	Yes
B53(a)	Major complication or comorbidity (MCC)/CC capture	The CACDI functionality shall have the ability to link the risk models (e.g., RF, mortality, LOS) report codes in risk model categories.	Yes	Yes
B54	Customized reporting	The CACDI functionality shall provide the ability to customize reports based on criteria.	Yes	Yes
B55	Physician documentation quality	The CACDI functionality shall provide reports on physician documentation quality related to target diagnoses.	Yes	Yes
C.	Computer-Assisted Coding (CAC) Functional Requirements			
	Documentation			
C01	Access to documentation	The CAC functionality shall provide access within the application to the required documentation to code and include electronically interfaced, transcribed and scanned documents.	Yes	Yes
C02	Documentation status	The CAC functionality shall identify and segment documentation included by status (e.g., final, on hold, pending).	Yes	Yes
C03	Designated record set	The CAC functionality shall allow for specification of what documentation is required to code a particular account type, and only present the case for coding once the designated record set is complete.	Yes	Yes
C04	Missing documentation	The CAC functionality shall alert coders when there is missing or incomplete documentation required to code a particular type of account, as well as when the documentation becomes available.	Yes	Yes
C05	Late-arriving documentation	The CAC functionality shall identify documents created or available after the original case is coded as late arriving, and route for review and/or action as defined.	Yes	Yes
C06	Addendums	The CAC functionality shall identify documentation addendums, and route for review and/or action as required.	Yes	Yes
C07	Duplicates	The CAC functionality shall identify any duplicate documentation received.	Yes	Yes
	Queries			
C08	Query templates	The CAC functionality shall provide a set of standard query templates.	Yes	Yes

Reference Number	Function	Requirement	Under your Proposal, will your solution deliver each element of the functionality to LA County? (Yes / No)	If you answered "Yes" in Column D: Is this functionality implemented and in use for a minimum of 2 of your other clients? (Yes / No)
C09	Customize templates	The CAC functionality shall allow for customization of query templates.	Yes	Yes
C10	Autosuggest queries	The CAC functionality shall autosuggest queries as required.	No	No
C11	Query management	The CAC functionality shall generate, track and monitor physician queries concurrently and retrospectively, as well as link queries to deficiency tracking.	Yes	Yes
C12	Messaging	The CAC functionality shall allow interactive, real-time messaging between various team members (coders, CDI specialists, clinicians) and integration within EHR system and workflows as required.	Yes	Yes
Coding				
C13	Inpatient and outpatient coding	The CAC functionality shall allow for both inpatient and outpatient coding to be completed from same application.	Yes	Yes
C14	Suggest codes (ICD, Current Procedural Terminology [CPT], Healthcare Common Procedure Coding System [HCPCS])	The CAC functionality shall suggest diagnosis and procedure codes from scanned, transcribed and electronically interfaced documents.	Yes	Yes
C15	Native coding	The CAC functionality shall natively code ICD-10.	Yes	Yes
C16	Coding Data Version Maintenance	The CAC functionality shall system will update when changes to ICD, CPT, and HCPCS occur.	Yes	Yes
C17	Text highlighting/annotation	The CAC functionality shall display or highlight terms or phrases in documentation used to suggest codes.	Yes	Yes
C18	Association of codes to documentation	The CAC functionality shall associate diagnosis and procedure codes to specific documentation available within a coding and abstracting screen.	Yes	Yes
C19	Association of procedure codes with diagnosis codes	The CAC functionality shall ensure all procedures are associated with a diagnosis prior to coding completion.	Yes	Yes
C20	Modifiers	The CAC functionality shall suggest Level I and Level II CPT modifiers, and Level II and II HCPCS modifiers, as required.	No	No
C21	Concurrent use	The CAC functionality shall code and produce a diagnosis-related group (DRG) concurrently with a patient stay.	Yes	Yes
C22	Complication and comorbidity (CC) identification	The CAC functionality shall identify CCs.	Yes	Yes


Reference Number	Function	Requirement	Under your Proposal, will your solution deliver each element of the functionality to LA County? (Yes / No)	If you answered "Yes" in Column D: Is this functionality implemented and in use for a minimum of 2 of your other clients? (Yes / No)
C23	Documentation available	The CAC functionality shall alert coders when additional documentation is received for an encounter after coding has been finalized.	Yes	Yes
C24	Code re-sequencing	The CAC functionality shall allow for codes to be re-sequenced in accordance with coding and state reporting guidelines.	Yes	Yes
C25	All patient refined DRGs (APR-DRGs)	The CAC functionality shall provide the simultaneous grouping of APR-DRGs while coding.	Yes	Yes
C26	Present on admission (POA), risk of mortality (ROM) and severity of illness (SOI)	The CAC functionality shall provide for capture of POA, ROM and SOI.	Yes	Yes
C27	Pending status	The CAC functionality shall allow for tracking pending cases and limit pending status by time frame, so cases are not held indefinitely.	Yes	Yes
C28	Special codes	The CAC functionality shall allow for use of all types of codes (e.g., E, V, psychiatric) currently used, and assign per official coding guidelines.	Yes	Yes
C29	Display DSM-IV codes	The CAC functionality shall capture Diagnostic and Statistical Manual of Mental Disorders (DSM-IV) codes.	Yes	Yes
C30	Display CDT codes	The CAC functionality shall capture current Dental Procedure codes.	Yes	Yes
C31	Display HCPCS/CPT codes	The CAC functionality shall capture Healthcare Common Procedure System (HCPCS) and Current Procedural Terminology codes.	Yes	Yes
C32	Display Local Codes	The CAC functionality shall capture current Local codes (Level 3 HCPCS).	Yes	Yes
C33	Evaluation and management (E/M) codes	The CAC functionality shall provide E/M codes per guidelines.	Yes	Yes
C34	Guideline customization	The CAC functionality shall allow for coding guidelines to be customized to facility or organization.	Yes	Yes
C35	Professional coding and charge capture	The CAC functionality shall be able to code per professional coding guidelines and complete charge capture.	Yes	Yes
C36	Screen repopulation	The CAC functionality shall prepopulate screens with patient demographic data and other designated data elements.	Yes	Yes
C37	Provider name	The CAC functionality shall associate provider name with all procedure codes.	Yes	Yes
C38	Provider selection	The CAC functionality shall allow a coder to look up and select a provider.	Yes	Yes

Reference Number	Function	Requirement	Under your Proposal, will your solution deliver each element of the functionality to LA County? (Yes / No)	If you answered "Yes" in Column D: Is this functionality implemented and in use for a minimum of 2 of your other clients? (Yes / No)
C39	Code type indicator	The CAC functionality shall indicate which type of coding, ICD-9 and/or ICD-10, was used to code the case.	Yes	Yes
C40	Code sequence	The CAC functionality shall indicate code sequence — for example, primary diagnosis followed by any secondary diagnosis.	Yes	Yes
C41	Procedure date	The CAC functionality shall associate the procedure date with each procedure per CMS guidelines.	Yes	Yes
C42	Units of Services Provided	The CAC functionality shall capture appropriate units of procedures provided for treatment of patient.	Yes	Yes
C42(a)	Units of Services Provided	The CAC functionality shall capture appropriate units of medication/drugs provided for treatment of patient.	Yes	Yes
C42(b)	Units of Services Provided	The CAC functionality shall capture appropriate units of medical equipment provided for treatment of patient.	Yes	Yes
C43	Coding edits	The CAC functionality shall provide the option for using standard coding edits (e.g., correct coding initiative [CCI], medical necessity or local coverage determination [LCD]/national coverage determination [NCD]).	Yes	Yes
C44	Possible unbundled charges	The CAC functionality shall flag a procedure that may be unbundled and provide option to review.	No	No
C45	Work queues (WQs)/work lists	The CAC functionality shall provide for the creation and modification of WQs/work lists for prioritizing and segmenting cases for a coder to work with options for load balancing across the department.	Yes	Yes
C46	Custom fields	The CAC functionality shall provide an option for custom fields to be defined and then displayed.	Yes	Yes
C47	Custom rules	The CAC functionality shall support the use of custom rules for complex coding issues such as non-billable codes or multiday studies.	Yes	Yes
C48	Straight to bill	The CAC functionality shall support a "straight to bill" capability where no coder is required to validate the code when a specified confidence threshold is met.	Yes	Yes
C49	Work prioritization	The CAC functionality shall allow work to be assigned by various mechanisms such as terminal digit, discharge date or total charges at time of discharge.	Yes	Yes
C50	Abstracting fields	The CAC functionality shall allow a coder to update or change any of the abstracting fields such as admit and discharge date or discharge disposition prior to completing coding.	Yes	Yes


Reference Number	Function	Requirement	Under your Proposal, will your solution deliver each element of the functionality to LA County? (Yes / No)	If you answered "Yes" in Column D: Is this functionality implemented and in use for a minimum of 2 of your other clients? (Yes / No)
C50(a)	Abstracting fields	The CAC functionality shall allow access to be managed at the user role and file level.	Yes	Yes
C51	Encoder/grouper	The CAC functionality shall provide encoder/grouper capabilities.	Yes	Yes
C52	Ambulatory payment classifications (APCs)	The CAC functionality shall provide APCs for emergency and outpatient cases per guidelines.	Yes	Yes
C53	Supervisor review	The CAC functionality shall allow for a case to be flagged for supervisor review and transferred as needed.	Yes	Yes
C54	Special account types or services identification	The CAC functionality shall identify special account types or services as defined (e.g., core measures, Office of Inspector General [OIG] audit areas).	Yes	Yes
C55	Flagging of missing documentation	The CAC functionality shall allow cases that are missing required documentation to be flagged.	Yes	Yes
C56	User interface	The CAC functionality shall allow for access to documentation, patient demographics, the encoder, CAC and CDI or RTPDI activities from one screen.	Yes	Yes
Auditing				
C57	Audit tracking	The CAC functionality allows for reviewing and tracking coding and documentation related to audits and audit appeals as well as for quality reviews.	Yes	Yes
C58	Patient safety issues	The CAC functionality shall be able to identify and track patient safety issues (e.g., Joint Commission dangerous abbreviations).	Yes	Yes
C59	Compliance auditing	The CAC functionality shall allow for auditing of compliance issues.	Yes	Yes
C60	Audit trail	The CAC functionality shall be able to identify the primary coder on account as well as any users who changed any data elements.	Yes	Yes
User Interface				
C61	Report or dashboard	The CAC functionality shall have reporting or dashboards available for the end users to monitor their performance.	Yes	Yes
C62	Communication	The CAC functionality shall collaboration or communication tools for the end user to communicate with a coding specialist within the application.	Yes	Yes
Configuration				

Reference Number	Function	Requirement	Under your Proposal, will your solution deliver each element of the functionality to LA County? (Yes / No)	If you answered "Yes" in Column D: Is this functionality implemented and in use for a minimum of 2 of your other clients? (Yes / No)
C63	Configuration with coding requirements	The CAC functionality shall allow configuration with the coding requirements including the types of coding categories available such as, DRG, HCC, ICD-10, Procedural, Procedures, and Evaluation and Management codes.	Yes	Yes
Integration				
C64	Interfaces	The CAC functionality shall contain all interfaces needed to provide the user with access to necessary clinical documents for the encoder, CAC, CACDI and RTPDI/CAPD.	Yes	Yes
C65	Acknowledgment messages	The CAC functionality shall provide acknowledgment messages between sending and receiving systems to confirm transactions.	Yes	Yes
C66	Sending of documentation upon discharge	The CAC functionality shall send documentation including test results for each encounter to the solution upon patient discharge.	Yes	Yes
C67	Sending of patient demographic data	The CAC functionality shall send demographic patient data to the solution via standard Health Level Seven (HL7) interface.	Yes	Yes
C68	Sending of data elements	The CAC functionality shall send a set of standard data elements per encounter, which may include items such as date of service, account type and financial class.	Yes	Yes
C69	CDI and/or coding results	The CAC functionality shall utilize HL7 and/or EHR vendor APIs to post CDI and/or coding results to EHR within a specified time frame.	Yes	Yes
Reporting				
C70	Dashboard	The CAC functionality shall produce a dashboard updated daily or on demand that provides coder productivity, coding exceptions, and coding case status by account type.	Yes	Yes
C71	Coder productivity	The CAC functionality shall provide the ability to report on coder productivity.	Yes	Yes
C72	Uncoded cases dollar values	The CAC functionality shall include uncoded case dollar values to be part of the dashboard reporting.	Yes	Yes
C73	Error reporting	The CAC functionality shall log and report on any errors relating to the coding process or transfer of information between solution and EHR system.	Yes	Yes
C74	Reporting by type of case	The CAC functionality shall allow for reporting by type of account (inpatient, outpatient, emergency department [ED]) as well as cases that are allowed to bill directly without coder review.	Yes	Yes

Reference Number	Function	Requirement	Under your Proposal, will your solution deliver each element of the functionality to LA County? (Yes / No)	If you answered "Yes" in Column D: Is this functionality implemented and in use for a minimum of 2 of your other clients? (Yes / No)
C75	Code acceptance rates	The CAC functionality shall provide a report that shows the coder acceptance rate of suggested codes.	Yes	Yes
C76	Suggested vs. final	The CAC functionality shall provide a report of suggested codes vs. finalized codes.	Yes	Yes
C77	Case mix	The CAC functionality shall provide case mix trending reports and breakouts by account type and/or specialty.	Yes	Yes
C78	Major complication or comorbidity (MCC)/CC capture	The CAC functionality shall provide reporting for MCC/CC capture rates.	Yes	Yes
C79	Trend reports	The CAC functionality shall provide reports with trended data for coder productivity, coding volumes and other criteria as specified.	Yes	Yes
C80	Coding turnaround times	The CAC functionality shall provide reports to analyze the coding process such as discharge date to CAC, coding time, coding finalized to bill processing.	Yes	Yes
C81	Customized reporting	The CAC functionality shall provide the ability to customize reports based on criteria.	Yes	Yes
C82	Physician documentation quality	The CAC functionality shall provide reports on physician documentation quality related to target diagnoses.	Yes	Yes
C83	Query process	The CAC functionality shall provide reports for all users on the query process (e.g., turnaround times, number of queries, response rates).	Yes	Yes



Appendix E.2 (Functional
Requirements Descriptive
Response)





**DATA CAPTURE AND CLINICAL DOCUMENTATION IMPROVEMENT
SYSTEM
AND RELATED SERVICES
REQUEST FOR PROPOSALS**

APPENDIX E.2 (FUNCTIONAL REQUIREMENTS DESCRIPTIVE RESPONSE)

#DCCDIS2021

DCCDIS Functional Requirements – Narrative Response Template

This document contains the qualitative requirements to complement the Functional and Technical requirements for the DCCDIS. DHS is evaluating the Proposer’s comprehensive description of methodologies to select an approach that best fits its requirements and environment.

Proposer shall provide written responses to all questions in this document in the designated section of the tables and – if necessary – in additional documents attached to their response. **While DHS is looking for complete and comprehensive responses to each requirement,** Proposer may address multiple individual requirements in a single response section of the tables. **It is the Proposer’s responsibility to ensure that each response clearly** references those requirements addressed in a given response **and that each requirement is addressed either by a response or a reference to the section it is addressed.** The information provided in the response tables must be sufficient for the evaluation team to score the proposal. DHS reserves the right to make a selection on information provided in the response templates only **without considering attached documentation** (unless otherwise indicated).

General

Functional Requirement Questions	
1.	<p>For most healthcare organizations, the primary goal of documentation quality improvement is diagnostic coding capture and revenue generation. For the County, while coding capture is important, quality of documentation to support clinical care and clinical practice is paramount. In support of this goal, please describe how and if the DCCDIS provides the County with the ability to customize algorithms and rules. This may include adjusting existing rules and algorithms, or adding custom ones to support local clinical practice and documentation guidelines.</p> <p>Describe (i) system capabilities to add/edit DCCDIS algorithms with client specific rules; and (ii) system capabilities to add/edit client specific educational materials/practice guidelines for use in DCCDIS workflow. If the capability to customize DCCDIS algorithms and rules is not commercially available, describe features and functions of the DCCDIS that support the County's goal to enhance the quality of documentation to support clinical care and clinical practice. In its response, Proposer should address the County's goal of deploying a DCCDIS that supports clinical care and clinical practice rather than focusing on a DCCDIS with the sole focus of enhancing revenue generation.</p>
<p>Accenture has chosen products to fulfil the County’s need of improved clinical care and clinical practice documentation, coding capture, and revenue generation. We are confident that the following products can meet DHS requirements to enhance the quality of documentation as well as customizing algorithms and rules while streamlining the clinical documentation process:</p> <ul style="list-style-type: none"> • Dragon Medical One (DMO) – Nuance’s flagship voice recognition (VR) product for providers • Dragon Medical Advisor for Inpatient Guidance – an RTPDI module that integrates directly into Dragon Medical One. • PowerMic Mobile, a mobility application for Dragon Medical One • Surgical Computer-Assisted Physician Documentation (SCAPD) – an RTPDI application that enables effective dictation of compliant medical notes for surgical settings • Clinical Documentation Excellence (CDE) One – a CACDI solution for Clinical Documentation Specialists • PowerScribe Product Suite – a streamlined radiology VR solution • Fusion CAC – a streamlined encoder solution <p>Additional product descriptions can be found in General Question #7.</p> <p>(i) Every product offers a strong set of features for customization for customer specific rules and user level control to meet the County’s requirements. Algorithms for machine learning will be trained through application use by County end-users and adjusting rules to support a County-centric workflow. Features include:</p>	

Functional Requirement Questions

1. programming user specific commands, adding words to the user-specific vocabulary, and creating rules for standard blocks of text that can be inserted into a clinical note,
2. adjusting Clinical Advice Filters allowing customers to adjust the application's algorithms,
3. setting up customer specific clinical advice and allowing for efficient deployment to user groups
4. having comprehensive controls at the organization, site, group, and user level to set clinical advice, and allowing these to be set to mandatory to ensure compliance, and
5. triggering "factors" (i.e., rules and algorithms) to manually adjust for client-specific prioritization.
6. ingesting client specific documentation from the patient encounter, applying coding rules and guidelines, and suggesting diagnosis and procedure codes for validation and approval by Coders.

DMO and PowerScribe One, the clinician VR solutions, allow the client's end-users to set specific rules and algorithms to customize and complete documentation. DMO and PowerScribe One have an auto-text feature that allows the end-user to program a standard block of text (or user specific rules and responses) that users can insert into their document with a short voice command.

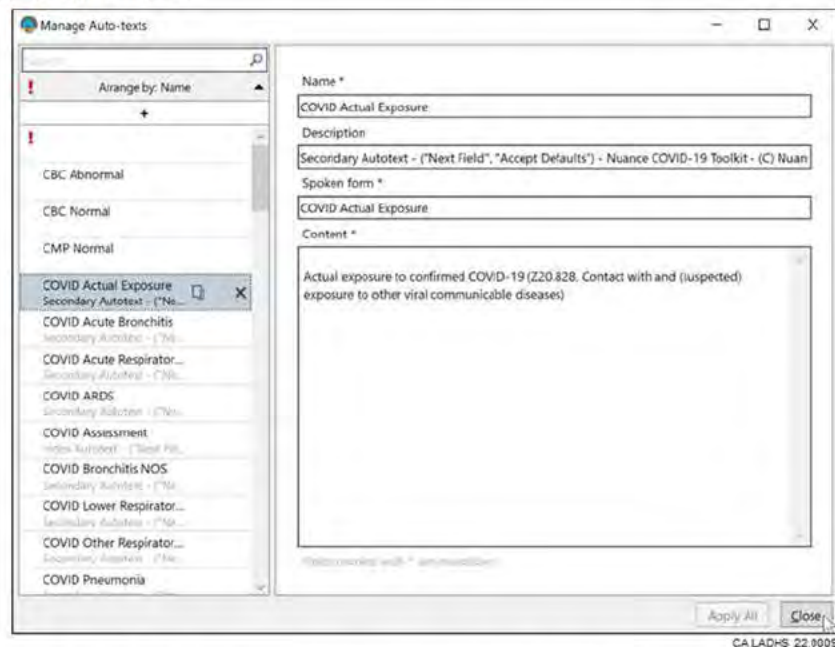


Figure 1. DMO auto-texts enable quick dictation directly in the application

Using auto-texts reduces the time the user needs to dictate and improves the consistency of documentation. End users can also program user commands to initiate actions or control the application without needing to use the mouse or keyboard. DMO and PowerScribe One also allow for the addition of words to the user's vocabulary. This can include proper nouns (such as the provider's name) or less commonly used terms.

Inpatient Guidance utilizes Advice Filters to adjust providers' RTPDI workflows. Advice Filters let customers adjust the application's algorithms to control the rollout of advice and clinical

Functional Requirement Questions
<p>clarifications based on clinical evidence to providers, for them to create a complete and more comprehensive medical note. LA County administrators set up customer advice specifiers for efficient deployment to user groups, have comprehensive controls at the organization, site, group, and user level to set advice, and can be set to mandatory to ensure compliance.</p> <p>Nuance Surgical CAPD utilizes machine learning capabilities to holistically improve the surgeon’s RTPDI workflow, without the need for manual algorithm adjustments. SCAPD will recognize a surgeon’s commonly used procedures or diagnoses and begin to suggest them to the provider when starting a note to speed up the documentation workflow.</p> <p>For Nuance’s CDE One (CACDI), prioritization logic is triggered by “factors,” which are rules and algorithms that the customer can manually adjust to be client-specific. These factors include presence or lack of Complications or Comorbidities (CC) and Major Complications or Comorbidities (MCC), Documentation Opportunities (unstated diagnoses but clinical indicators, risk factors, and treatments are present), LOS>GMLOS, overdue clarifications, PSI or POA/HAC, specific DRGs, and combinations of the factors. New factors or logic rules can quickly be added as needed and new rules logic created. The factors take into consideration Nuance’s Clinical Language Understanding (CLU) AI engine found codes and DRGs, as well as CDI coded Documentation Opportunities (unstated diagnoses but clinical indicators, risk factors, and treatments are present), LOS>GMLOS, overdue clarifications, PSI or POA/HAC, specific DRGs, and combinations of the factors.</p> <p>In addition, Fusion CAC will allow DHS to create validation rules to better ensure that charts are completely coded and fall in DHS’s specific guidelines.</p> <p>(ii) All of the products that the Accenture team is proposing have educational materials built into the base product. Educational materials include:</p> <ol style="list-style-type: none"> 1. a “Live Chat” functionality, 2. voice access to valuable reference materials, such as UpToDate and MDCalc 3. the ability for County administrators to determine what advice and clinical clarifications will be presented to clinicians, 4. access to Nuance CDI University (online), 5. available experts to help in creating custom documentation, if needed, 6. Coding Related Materials: <ol style="list-style-type: none"> i. Optum Coders’ Desk Reference ii. AHA Coding Clinic® (ICD-9-CM, HCPCS and ICD-10-CM/PCS) iii. AMA CPT® Assistant guide iv. Truven Health Micromedex® Drug Data v. MedLearn Interventional Radiology Coder vi. Dorland’s Medical Dictionary

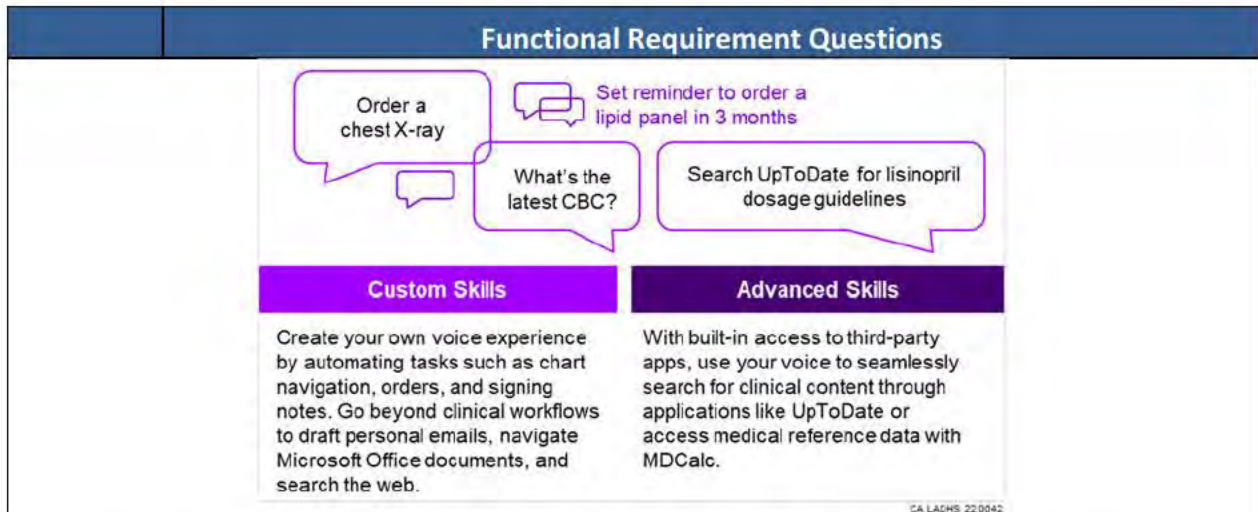


Figure 2. DMO enables in-application access to algorithm adjustments and a variety of educational tools

While many products have educational resources built into the base product, all Nuance products provide standard Product Help resources to ensure that the end-user is using the software to the maximum potential. DMO, Inpatient Guidance, and CDE One all utilize a “Live Chat” functionality which links the end-user to a live Nuance product support representative to assist. DMO allows for voice access to valuable reference materials, such as UpToDate, and MDCalc, letting providers seamlessly search for clinical content and medical reference data. Inpatient Guidance’s Advice Filters allows for County administrators to determine what advice and clinical clarifications will be presented to clinicians dictating to stay within practice guidelines. CDE One has comprehensive online help for all aspects of the solution as well as comprehensive eLearning modules and new educational content with each release. Additionally, all CDE One users have access to Nuance CDI University (online) including Virtual CDI strategy academy, Nuance CDI Learning, Nuance CDI Didactic, Nuance CDI Classroom. CDI University is a CDI process and program training tool. Furthermore, Nuance’s CDI and product experts, many of whom are CCDS certified, have previously assisted customers in creating custom documentation to expand the program’s outcomes.

Functional Requirement Questions	
2.	<p>Describe how the proposed DCCDIS will:</p> <p style="margin-left: 40px;">a) Reduce the number of inpatient hospital days for which payment is denied due to inadequate documentation of the need for inpatient services; and</p> <p style="margin-left: 40px;">b) Assure appropriate level of care determination.</p>
	<p>a) The Accenture team’s proposed DCCDIS solution will reduce the number of inpatient hospital days for which payment is denied due to inadequate documentation with a shortened time to bill in clinical settings by:</p> <ol style="list-style-type: none"> 1. ensuring all conditions being monitored and treated by the care team are documented and additions recommended for completeness in the context of the condition and considered in the DRG assignment resulting in more covered days. 2. capturing a fully specified surgical note which eliminates the brief post operative note, transcription delays, and retrospective coding queries. 3. ranking encounters higher in the CDE review process when the LOS>GMLOS and exposing encounters for review where LOS is approaching GMLOS. 4. utilizing a clinical language understanding AI engine that automatically reviews the chart and prompts the CDI team with clarification opportunities for CCs and MCCs to move the DRG to a greater LOS 5. integrating natural language processing and artificial intelligence (AI) into the radiology workflow to improve efficiency and throughput, increase accuracy, and ensure consistency through evidence-based follow-up recommendations. 6. boosting the clinical documentation process from typing/transcription to near real-time dictation 7. using auto texts and templates to create consistent and compliant documentation that reduces the need for queries and follow-ups later. 8. assisting auditors in determining the effectiveness of the CDI and coding performance post discharge. 9. providing a dashboard for finding, rebutting, and tracking payment denials. <p>b) The Accenture team’s proposed DCCDIS solution improves clinical quality and patient care through the support of an appropriate Level of Care Determination by:</p> <ol style="list-style-type: none"> 1. providing a streamlined, proactive approach for hospitals and private practices to uncover findings, simplify patient and physician communication, and provide comprehensive follow-up recommendation and care plan tracking.

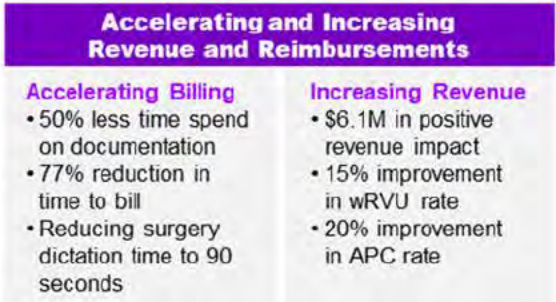



Figure 3. Accenture's proposed DCCDIS has proven benefits across billing and revenue

Functional Requirement Questions	
2. helping physicians document their critical decision making in how they delivered care for their patients and reflecting the true severity of illness and risk of mortality, Nuance’s approach to clinical documentation excellence helps ensure proper DRG assignment, Case Mix Index and reimbursement that more accurately reflects patient acuity and care delivered.	
3. providing proactive alerts to prevent missed or delayed diagnoses.	 <p>Improving Patient Outcomes</p> <ul style="list-style-type: none"> • 45% better than the national average in their Observed over Expected mortality
4. improving patient care and communication among all care team members and referring providers by providing immediate access to operative reports.	
5. alerting the ordering clinician when a radiologist creates a message in PowerScribe, indicates the urgency, and escalates notification according to preset rules.	
6. sharing clinically relevant structured data between disparate systems that Radiologists use daily—including EHRs, RIS, PACS and others—thus enabling care teams to improve follow-up, monitoring, and outcomes.	
7. integrating with EMR (Cerner care management tab) outbound DRG which includes relative weight and AMLOS for the patient stay.	

Functional Requirement Questions	
3.	Describe how the proposed DCCDIS will increase DHS revenue, beyond a reduction in denied days, through more complete capture of billable clinical care, medical complexity, appropriate level of care determination and the need for hospitalization and other services.

Based on our proven experience, the Accenture team’s DCCDIS solution will increase DHS revenue through the areas found in Figure 4 as well as the areas below:

1. Enhancing efficiency in the operational dictation process
2. Reducing days in AR
3. Improving individual coder performance to minimize (or sometimes even eliminate) coding backlogs to have a direct impact on DNFB
4. Improving accuracy in coding that results in accurate DRGs for proper level reimbursement and increased CMI
5. Reducing labor force expenses in coding

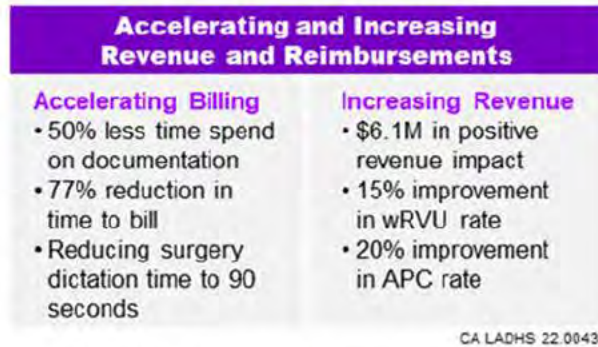


Figure 4. DHS Increased Revenue Opportunities

The proposed VR dictation solutions utilize a cloud-based Natural Language Processing (NLP) engine to convert dictated words into a text report in near-real time. Through the use of voice-activated commands and templates, LA County can ensure that clinician notes are consistent and compliant. In addition, the proposed RTPDI solutions prompt the provider with clinically relevant advice to ensure a more complete and compliant medical note, reducing CDI queries/clarifications. Surgical CAPD utilizes a streamlined workflow through the use of machine learning that learns their frequent procedures to automatically suggest procedure note templates, speeding up the dictation process.



Figure 5. Surgical CAPD creates massive savings to our customers

Reaching this KPI ensures improved surgeon satisfaction and an increased Net Surgical Revenue while reducing surgeon burnout, IT expense DNFB, and denials redundant documentation.

Note: wRVU impact values are based on analysis of ~20k weighted wRVU CPTs claims data. APC impact values are based on analysis of ~19k APCs claims data.

Functional Requirement Questions

Inpatient Guidance identifies undocumented and unspecified diagnoses and improves CC/MCC capture. Layering Inpatient Guidance on top of your CDI program allows you to elevate the clinical documentation team coverage to all payers. The annual Return on Investment (ROI) for Inpatient Guidance averages 2-3 times the investment after full implementation (assuming an average CDI team all payer review rate of 75 percent). This ROI impact assessment can be refined for DHS by providing the Accenture team with additional information.

Having performed analyses on new IPG customers, Nuance found...

1YR
after implementation

9%
better than national average for MCC Capture

CA LADHS 22.0045

Inpatient Guidance has been shown to improve MCC capture by a significant rate after just 1 year

CDE One includes CDI clinical strategies Decisions Trees. These are curated and proprietary clinical content guiding CDI to evaluate the clinical indicators, risk factors, and treatments, and directing the CDI to write clinically compliant clarifications (queries) to the physician. CDE One includes over 750 Decision Tree clinical strategies categorized by the 27 MDCs and then by DRG. Each Decision Tree includes sample PDXs and secondary DXs, APCDI references, denials management tools, SDO references, clinical coding advice, official CM guidelines, clinical references, quality considerations, and most importantly alternative diagnostic options to guide CDI in the determination of the right code to ask the clarification upon.

Ensuring complete, specific, and accurate documentation ensures the encounter will be coded accordingly—the CDE One post discharge and pre-bill drop reconciliation process aids in this process. CDE One receives preliminary and final coded summary from the coding system where CDI reconciles the encounter with CDS concurrent codes and the post-discharge codes from coder. Any discrepancies can be resolved prior to bill drop.

Nuance customers using the PowerScribe product solution:




CA LADHS 22.0056

PowerScribe saves Radiologists time, leading to incredible savings for the health system

Functional Requirement Questions	
<p>Assuming the County CMS reimbursement averages, this represents a likely</p> <p>\$2,514,825</p> <p>in additional revenue captured with the PowerScribe follow-up manager adherence by the Nuance solutions</p> <p style="text-align: right; font-size: small;">CA LADHS 22-0046</p>	<p>Additionally, the Accenture team is confident in a significant adherence to follow-up recommendations returning to DHS based on the Nuance product solution set. Likely, we expect an increase in volume annually of at least 9,229 CT, Ultrasound, and MRI exams based on national averages and the demonstrated Nuance customer success rates, which would result in the additional revenue capture provided in Figure 6.</p>

Figure 6. Additional revenue capture through PowerScribe Follow-up Manager

Functional Requirement Questions	
4.	Describe how the proposed DCCDIS will improve the accuracy of DHS' calculated case mix index, severity of illness, expected mortality, Medicare Severity (MS)- and All Patient (AP)-Diagnosis Related Groups (DRGs), etc., appropriately reflecting the medical complexity of patients treated at DHS.
<p>The Accenture team's proposed DCCDIS solution will improve the accuracy of DHS's ability to appropriately reflect the medical complexity of treated patients by:</p> <ol style="list-style-type: none"> analyzing relevant notes for a comprehensive view of patient acuity and helping identify undocumented and unspecified diagnoses and comorbidities for improved capture opportunities right at the point of decision making. presenting real-time CAPD advice is presented to allow for correct coding of the ICD-10 or HCC codes. analyzing all encounter data for supporting clinical evidence and undocumented diagnoses and presenting in-workflow clinical clarifications that impact principal diagnosis and severity. searching for a diagnosis or procedure code using a clinical language-based or index code search. automating calculation of Medicare Severity (MS) and APR DRG, including automated code shuffling. capturing the working review that can be supported based on current documentation side by side with the possible review of what the clinical evidence supports. sending suggested, working, and possible DRGs (and code list, SOI, ROM, AMLOS, GMLOS, etc.) to any consuming system via an additional interface. 	



Improving Patient Outcomes

- 20% better than the national average for CMI improvement and 45% better than the national average in their Observed over Expected mortality

Functional Requirement Questions	
<p>8. distinguishing between positively asserted, negated, or uncertain statements from the physician.</p> <p>9. parsing multiple types of EHR documents including, but not limited to admission and progress notes, H&Ps, radiology reports, and discharge summaries.</p> <p>10. suggesting over coded documents to the coder to ensure that all codes are captured toward more accurate DRGs, ROM and SOIs.</p> <p>11. improving accuracy in coding results tends to change patient classifications toward higher-weighted DRGs and increased thoroughness in documentation and coding which is likely to increase the Case Mix Index (CMI).</p> <p>12. presenting critical coding information to your coders precisely where they need it.</p>	<p>Having performed analyses on new IPG customers, Nuance found...</p> <p>1YR after implementation</p> <p>20% better than national average for CMI improvement</p> <p>+</p> <p>45% better than national average in their Observed over Expected mortality</p> <p><small>CA LADHS 22.0047</small></p>
<p>Note: In 07. Appendix E.1 (Functional Requirements Yes No), requirement A19 states that the RTPDI functionality shall provide the simultaneous grouping of patient refined DRGs. Accenture will note that Inpatient Guidance does not fill this functionality as it is not relevant to the dictation stage in the medical documentation process. Grouping will occur in the CDI and coding portions of the process.</p>	

Figure 7. Inpatient Guidance has established a high margin of benefit for health systems and their patients

Functional Requirement Questions	
5.	<p>Review the DHS Clinical Documentation Life Cycle and Workflow Diagrams in Attachment No. 1 (DHS Clinical Documentation Life Cycle and Workflow Diagrams). The Workflow Diagrams provide an overview of the clinical documentation lifecycle, including the creation of provider documentation, the CDI process, and coding, and example provider, CDI, and coding workflows. The Workflow Diagrams are based on DHS' limited knowledge of product capabilities and are not intended to be required workflows.</p> <p>Describe how the proposed System would support or modify the workflows to achieve the Business Objectives. Proposer is: (i) permitted to provide a visual response; and/or (ii) modify the Workflow Diagrams and attach in its response.</p>

To support the Business Objectives, the Accenture team has modified the provided workflows to best meet our proposed DCCDIS solution. Please see the modified Workflow Diagrams in Attachment 1.

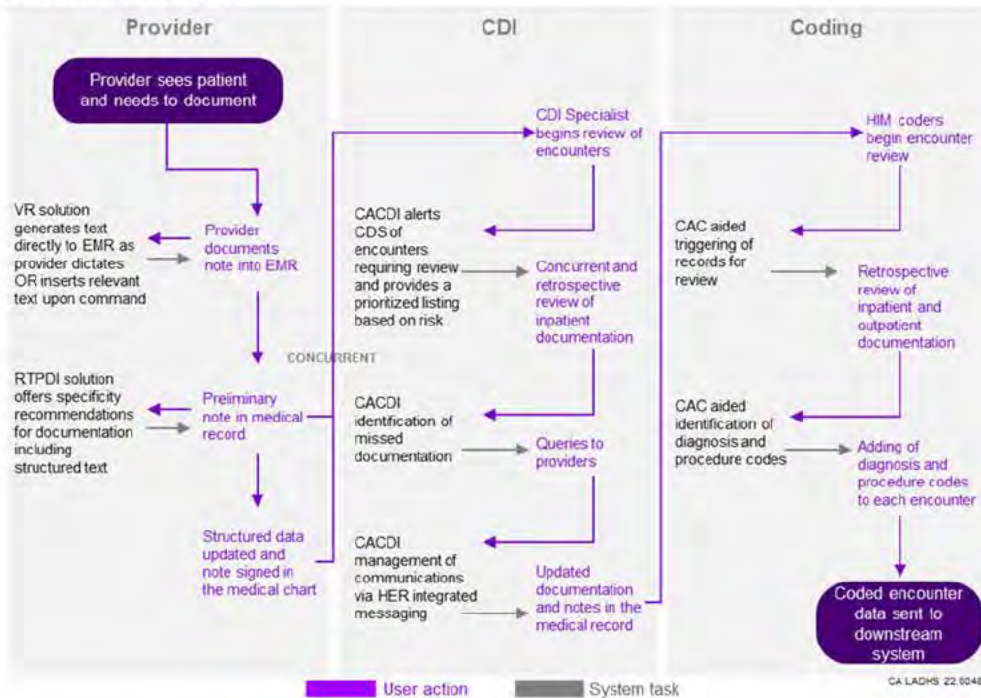
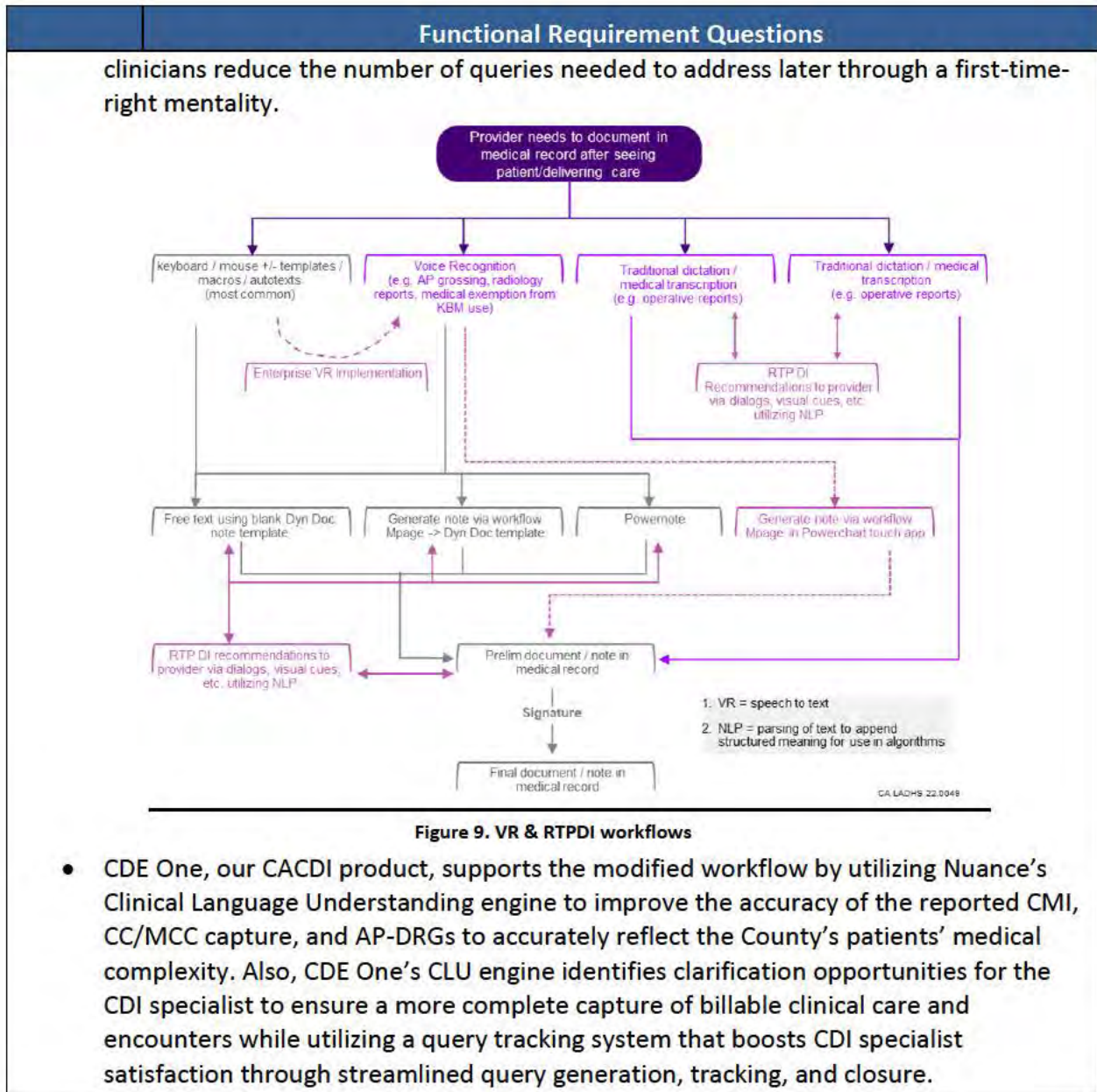


Figure 8. Accenture's proposed DCCDIS workflow

- Nuance’s DMO and PowerScribe Radiology Product Suites will support the modified VR workflows to achieve the Business Objectives by utilizing a near real-time dictation process that can be customized with voice commands and templates to meet exactly what the County needs while increasing consistency and completeness.
- The proposed applications ease the burden of clinical documentation while improving the specificity and completeness using our RTPDI solutions which enhances clinician satisfaction and allows them to focus on patient care. Through the use of specificity clarifications and documentation advice that appears during the dictation process,



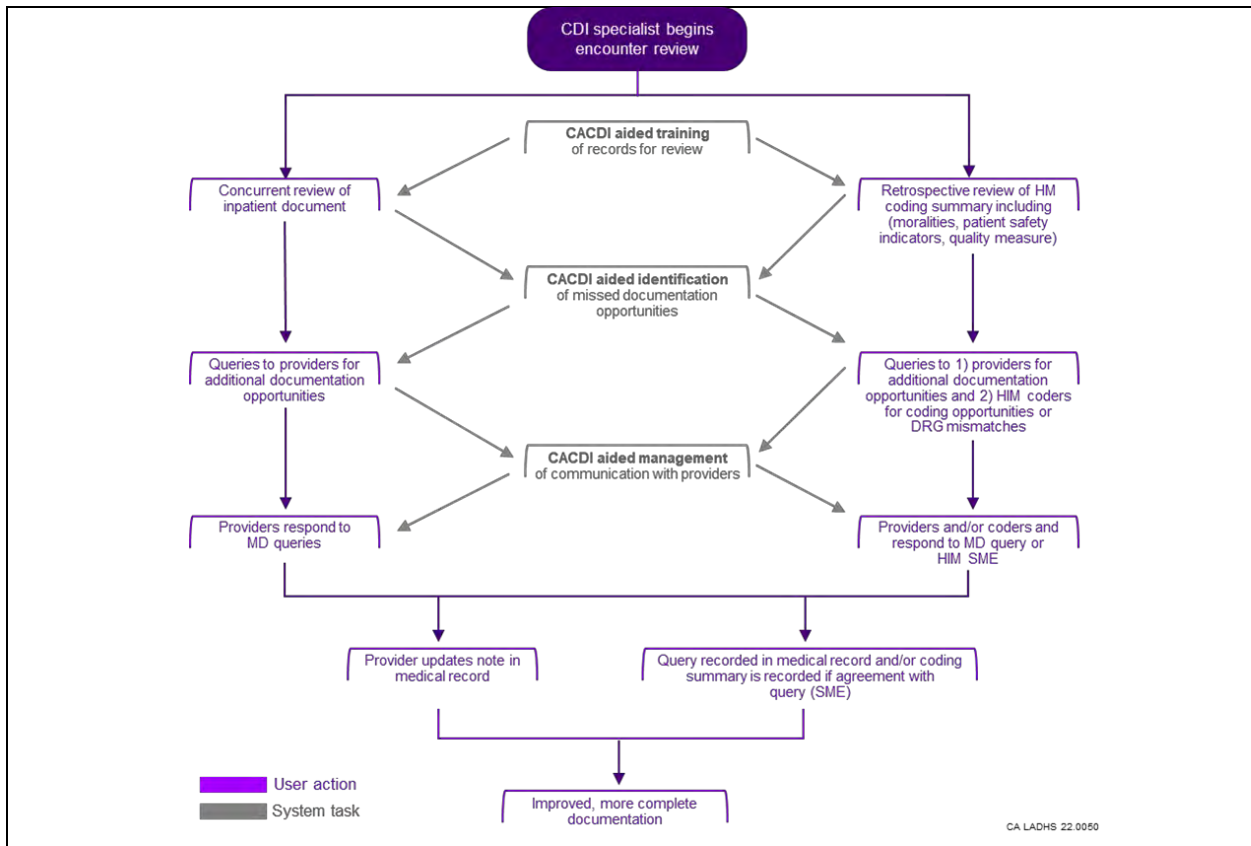
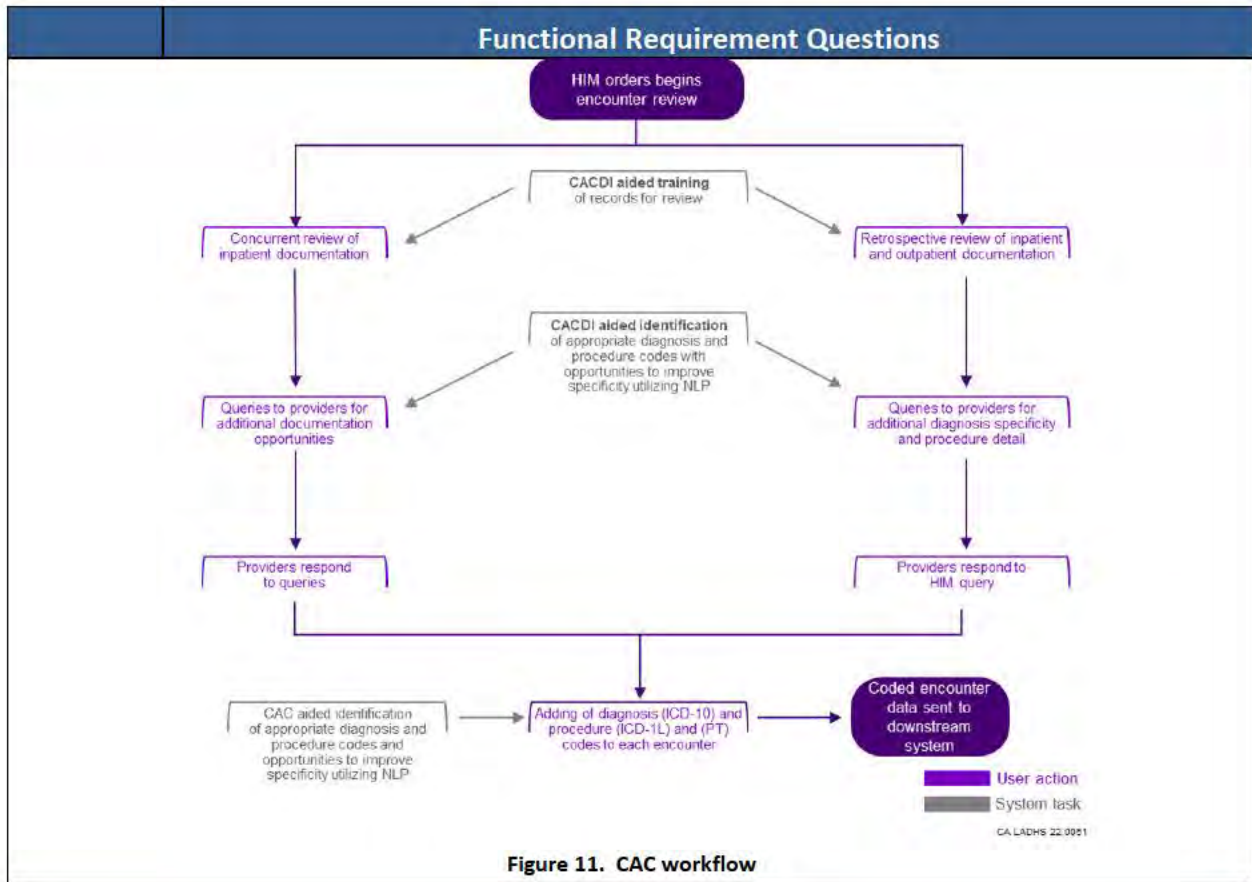


Figure 10. CACDI workflow

- The Workflow Diagrams accurately depict the high-level overview of the computer-assisted coding workflow. Fusion CAC was built to consolidate the multiple systems that users need to review patient charts and provide a comprehensive, single application view. This provides better, more timely documentation, resulting in a more streamlined process. Fusion CAC also empowers your coding team through automated code suggestions and efficiency tools that result in greater productivity and accuracy. Increased coder productivity, reduced DNFC and A/R days are just a few of the benefits clients have experienced.



Functional Requirement Questions	
6.	<p>Review the Coding Process Overview in Attachment No. 2 (Coding Process Overview). The Process Overview describes the provider process for creating clinical documentation in the EHR System. It includes multiple pathways for providers to generate clinical documentation. In addition, the Process Overview includes other systems, which may not be integrated with the EHR System, that providers use to generate clinical documentation. The Process Overview is based on current practices, processes, and technological limitations. Describe how the proposed DCCDIS would support or modify each process. Proposer should provide its response in a similar format to the Process Overview (i.e., bullets listing activities). In addition, Proposer is permitted to provide a marked copy of the Process Overview in its response.</p> <p>The Accenture team’s proposed DCCDIS solution will modify the DHS processes found in Attachment No. 2. Our proposed processes are:</p> <p>Provider Documentation</p> <ul style="list-style-type: none"> • Confirms patient identify in the EHR. • Enter details of patient encounter documentation • Dictates using Dragon Medical One (clinical notes) directly into ORCHID, Surgical CAPD (operative/procedure notes), or PowerScribe One (radiology reports). The provider

type clinical documentation directly into ORCHID (e.g., H&P, progress notes) if they opt to do so.

- Updates structured diagnosis and problem list
 - At least 1 diagnosis is required for inpatient and emergency encounters, and for placing orders on outpatient encounters
 - As provider is entering documentation, IPG is reviewing for required elements for coding and billing, including severity, specificity, as well as clinical indicators without corresponding diagnosis which can then be leveraged to update the problem list.
- The Nuance Inpatient Guidance product can review consultant or specialty documentation within the EMR to offer advice to the attending provider
- **Social Work**
 - Document (type or dictate using DMO) directly into PowerChart
 - Utilize note types with specific formatting (e.g., Psycho-Social Assessment), with the help of Dragon’s auto-text and templating functionalities to increase efficiency.
- Some note types automatically pull in information from other documents or ORCHID Fields (e.g., SBIRT, Family Medical hx, Caregiver Name). The provider can use DMO auto-texts to pull in patient information.
- Type or dictate a Social Work Assessment Summary on last tab of Psycho-Social Assessment
- **Nutrition/Dietary**
 - Notes are entered (typed or dictated using DMO) directly into ORCHID
 - Multiple note templates are used (e.g., initial notes, consult notes, brief notes, outpatient notes, inpatient notes) – no information is automatically pulled from other sources. Providers utilize DMO’s auto-texts and templating technology as part of the dictation process.
- **Gastro-Intestinal**
 - Majority of documentation is entered (typed or dictated using DMO) into ORCHID
 - Endoscopy reports from Endoworks are sent to ORCHID (Endoworks will be replaced by gGastro). Any radiology/imaging reporting can be dictated using the proposed PowerScribe One suite.
 - Endoworks/gGastro is an integrated image manager/report writer
- **Speech Therapy**
 - Document directly (type or dictate using DMO) into ORCHID
 - Utilize templated note types built into DMO’s auto-text functionality.
- **OT/PT**
 - Document directly (type or dictate using DMO) into ORCHID
 - Plan of Care are paper documentation that are scanned into ORCHID
 - Documentation in E-Consult are interfaced to ORCHID
- **Cardiology**
 - Clinic/Outpatient: PowerNotes or Dynamic Documentation (Dyn Doc) in ORCHID, with dictation performed by using DMO.

- Inpatient: Dynamic Documentation (Dyn Doc) in ORCHID, with dictation performed by using DMO.
- PowerChart CV, with dictation performed by using DMO.
- CV Workflow Manager (CVWFM – Software suite control center)
 - CVWFM launches reporting on Stress/Holter/CV Patch Monitors using PowerNote format
 - CVWFM launches ECG reporting via the Skyvue system
 - CVWFM launches Echo reporting via TomTec viewer and ASCEND reporting
 - CVWFM launches Cath/EP reporting via TomTec viewer and ASCEND reporting
 - MERGE records intraprocedural data, Rx, devices documented by RNs and this is sent as an "authenticated" PDF (?HL7) file and viewable under Results Review
- (Skyvue, Tomtec, Merge (bought by IBM), ASCEND are all 3rd party products that Cerner incorporated into their CV package.
- All processes (Skyvue, ASCEND, Powernotes) send authenticated notes viewable by all users under Results Review
- **Pathology** – Dictation via Dragon Medical One.
- Anatomic Pathology reports are dictated via PowerPath module (Cerner)
- **Monitoring Devices** – Results from devices are interfaced or downloaded into ORCHID. Providers do not add documentation to the data from devices. Providers may incorporate results as part of their documentation.
- **Dental Documentation (EHR)** – Dental providers document directly into ORCHID using Dragon Medical One.
- **Obstetrics** – Providers utilize all types of documentation templates in ORCHID such as Dynamic Documentation and use DMO for dictation. In most instances, providers utilize a narrative form found in the following note types: H&P, Discharge Summary, Progress Notes, Operative Notes. Providers will also utilize direct data entry into discrete fields in ORCHID. Providers will also use iView, a system that allows entry of free text and data entry into discrete fields. The systems utilized by providers are all Cerner products and integrated into ORCHID.
- **Pediatrics** – Providers document directly into ORCHID using Dragon Medical One. Providers will utilize the various templates and ad hoc forms available. Providers may also perform work related to other sub-specialties (e.g. gastro, cardio) and may utilize the systems and processes for the sub-specialty. Providers may also document in external systems such as EMHUB. These documents are scanned into ORCHID. Providers also review documentation from other systems such as DCFS and MCHAT as part of their clinical review process and medical decision making. The reviewed documents are eventually scanned into ORCHID.
- Enter orders into ORCHID
 - Order sets are used under certain circumstances
 - Other orders are standalone

- Charges and codes:
 - **Meds:** Charges dropped for administration, sometimes with a HCPCS code, always with an NDC code
 - **Labs:** Charges are dropped for collection (phlebotomy) and test results, both with CPT codes
 - **Radiology:** Charges are automatically dropped when radiology study performed with a CPT code
- Procedures:
 - Some facility and supply charges are generated from OR documentation.
 - Main Procedure is captured in SurgiNet
 - CPT codes based on physician selection(s)

CDE One Proposed CDI Process

- CDI Nurses and Coders collaborate to review specific types of inpatient records. CDE One will allow for payer agnostic case prioritization based of AI review and ranking of inpatient admissions. The organization can still choose to sort cases with opportunity by payer, location, or status as needed.
 - Medicare
 - Expired Patients
 - Other types of patients based on staff availability/bandwidth
- Allows for tracking of key clinical indicators (ROM, SOI, CMI, DRG, HACs, Comorbidity, Major Comorbidity) CDE One worklist will track key clinical indicators to assist with prioritization for initial reviews as well as follow up case reviews.
- CDI Nurses utilize clinical background and Coding Guidelines to generate queries to obtain specificity on documentation for diagnosis and procedures. CDE One will leverage CDI teams clinical knowledge as well as AI discovered clinical evidence to draft queries for specificity as well as alternative Primary diagnosis options. Embedded resources offer coding rules and guidelines in workflow for the CDI to establish the most accurate DRG assignment.
- CDI Nurses provide opportunities for coding optimization to HIM, if HIM agrees then the code (dx or px) is modified. CDE One allows for case reconciliation(review of DRG at time of final coding), during this process the CDI team will be able to quickly determine a mismatch with coding and communicate with coders in workflow to discuss primary diagnosis, procedures, as well as final DRG.

Fusion CAC Proposed HIM Coding Process

- Log-in to workstation
- Click on the Fusion CAC icon to launch the application and enter your username and password provided to you by your facility.
- Select a chart from your assigned Fusion worklist.
- Documents relevant to the patient encounter will be displayed in Fusion CAC and should be reviewed to determine the specific reason for the encounter and the conditions

treated. The documents will provide code suggestions with tags on words and phrases as to where the code was suggested.

- The coder can validate codes they wish to use for coding and ignore any codes that are suggested that are not needed for the patient encounter.
- The coder can additionally use the integrated encoder to look up any code needed for reference or that the engine did not suggest.
- If there is any data abstraction needed on the chart such as changing the discharge disposition or other relevant items, the coder can abstract this data from the account information screen.
- The coder can also review any necessary charges, if needed.
- Once the coder has assigned codes they can then right-click on a code to assign it as an admit, principal or visit reason.
- If there were procedure codes, the user can click on a mass edit button to assign the date of service and provider as necessary along with any modifiers that are needed if relevant.
- To re-sequence they can drag and drop codes.
- If POA designation needs to be changed they can click to change as needed.
- If the chart at this time cannot be completed the coder can list a pending reason which would indicate if there is missing documentation or if there is a question.
 - The coder would have a list of charts that were pended and for what reason the Fusion CAC system has an automatic deficiency indicator to notify the user when the missing documentation has been satisfied therefore the user can review and complete the chart.
- If a query is needed the user can click on the physicians and queries viewer, they can click on an add query button to launch the query and then fill out relevant information such as whom the query is directed to and the template they wish to use.
 - The coder can then fill out any necessary details about the query, this query once completed can then be sent typically to the EMR as a transcribed document to be reviewed, answered, and signed by the provider.
 - The query would then be returned to Fusion CAC to notify the coder that the query has been responded to for them to complete the chart.
- The coder would also have a validation rule editor to indicate if there missing or insufficient information on the chart to guide them as to what is needed.
- If there is no missing documentation or question and the chart can be completed the user would click the submit button to submit the chart to billing.

Note on Technical Requirements A-154- The DCCDIS shall have the ability to scan, attach and store imaged (scanned) documents and electronic files: *All documentation will be received from the EHR and our solutions provide viewers for the document formats received via those file transfers. Based on industry standards and other successful customer hospital implementations, the EHR is the recommended source of truth and as such our solutions do not allow for external information to be scanned or uploaded directly into the DCCDIS solution.*

Note on Technical Requirements A-158- The DCCDIS shall enable attachment of documents to e-mails and e-mail distribution lists: *To support ease of use for clinical users, the DCCDIS solution integrates with Cerner’s Messaging Center solution for secure communication and does not allow for email communication to prevent inappropriate sharing of PHI.*

Note on Technical Requirements A-159- The DCCDIS shall store location identification of paper documents (attributes shall minimally include folder, box, and physical location): *All documentation will be received from the EHR. Based on industry best-practices, we recommend the EHR to be the County’s source of truth in the identification and tracking of paper documents to ensure it remains a single system of record.*

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7.	<p>Review the attached DHS IT Ecosystem and Anticipated Integration in Attachment No. 3 (DHS IT Ecosystem and Anticipated Integration). The EHR System Integration illustrates the anticipated integration of the DCCDIS with the EHR System, as well as related accounting, transcription, and PAC systems. The System Integration is illustrative and based on the County's limited knowledge of the proposed DCCDIS's architecture.</p> <p>Describe how the proposed DCCDIS would achieve the integration necessary to meet the County's requirements. Provide DHS a visual, as well as narrative, representation of the future operating environment. Proposer is: (i) permitted to provide a visual response; and/or (ii) modify the System Integration and attach in its response.</p>

Accenture is pleased to present the proposed EHR system integration diagram below.

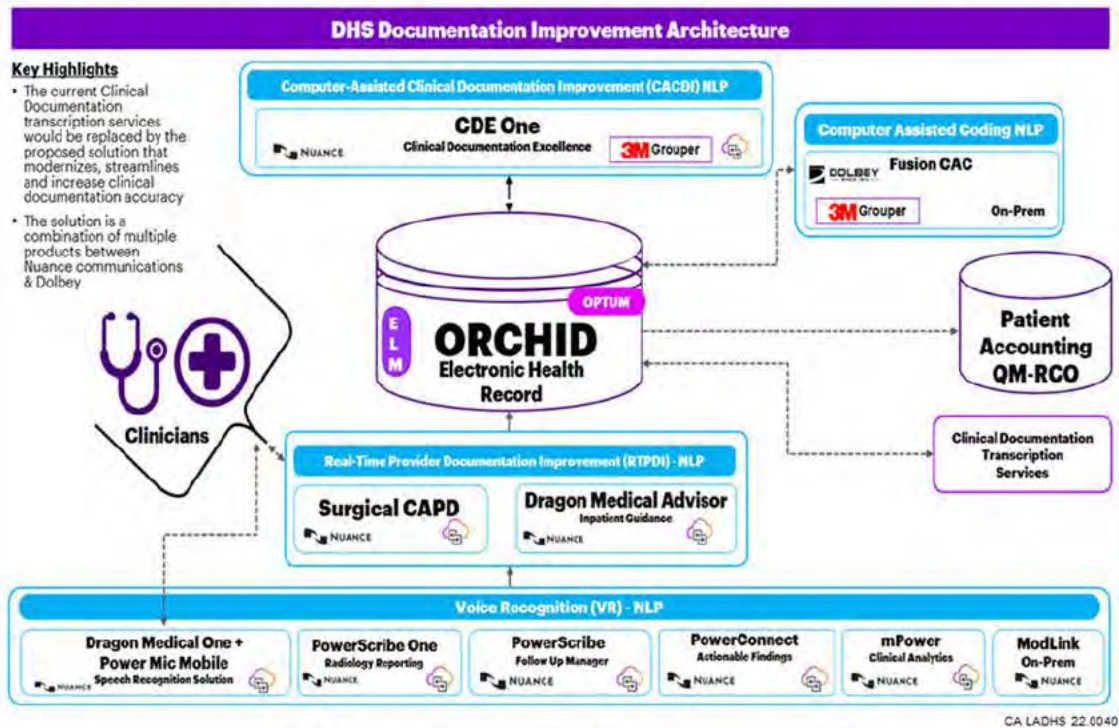


Figure 12. Accenture’s proposed DCCDIS solution architecture

The products being proposed are backed by rigorous R&D programs and healthcare clients’ feedback spanning decades of development, with workflows and user-interfaces created with inputs from physicians, radiologists, clinical documentation specialists, and coders. Please read the following to see how the individual pieces of our solution set can meet the County’s needs.

Dragon Medical One (DMO) is a cloud-based VR solution that provides a consistent and personalized clinical documentation experience that spans solutions, platforms, and devices regardless of physical location. Using a secure desktop app, DMO allows clinicians to use their voice to securely capture the patient story more naturally and efficiently which helps increase

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productivity by offering DHS staff the flexibility to conveniently document care in the electronic medical record (EMR) and beyond, including secure messaging, client reference apps, etc., whether they are at the hospital, clinic, office, home, or on the road.

The DMO application provides secure, accurate, and portable Cloud-based clinical VR across a wide range of Windows® devices, including virtualized and remote-access PCs. DMO is:

- **Always available**—DMO was designed for speed, accuracy, and flexibility to dictate into your EMR and any Windows-based application. Multiple data centers mean that customers can expect 24/7 availability.
- **Personalized with a single voice profile**—A single, personalized voice profile means clinicians are up and running immediately across clinical workflows, care settings, devices, and apps allowing clinicians to easily work between desktops, mobile devices, and new tools outside of the EMR.
- **Voice profile ready with no training required**—The solution includes automatic accent detection, microphone calibration, and a single speech profile that adapts and improves over time. DMO makes use of the latest deep learning techniques and neural network technologies, resulting in as high as 99% accuracy upon first use with no voice profile training required.
- **Easy to install and maintain**—DMO supports virtual desktop integration (VDI), virtual app deployments, and exclusive EMR relationships that offer seamless delivery through EMR hosted environments.
- **Healthcare-compliant**—Speech data is communicated over 256-bit encryption channels with TLS protocols for end-to-end security. Also, DMO is HITRUST certified for Third Party Privacy, Security, and Compliance.



Delivering better productivity, efficiency, and quality

98% of physicians recommend Dragon Medical One

50% less time spent on documentation

100M fewer clicks per day

54% increase in optimized user productivity

8 out of 10 physicians agree that Dragon Medical One improves overall documentation quality

CA LADHS 22.0003

Figure 13. Best in KLAS DMO delivers real differences to the dictation workflow

Optimized for use with Dragon Medical, **PowerMic Mobile** offers a flexible, scalable platform. PowerMic Mobile complements the Dragon Medical technology in making dictation even more flexible by giving clinicians the freedom to document notes using their smartphone, allowing caregivers to move between workstations. Once logged into any supported PC, the user’s smartphone automatically pairs with the workstation, and provides a secure input to capture audio directly into the desktop Dragon speech recognition solution. The solution also includes onscreen, user-programmable buttons to make dictation easier and faster, allowing clinicians to control audio capture, navigate templates, and effortlessly review and edit clinical documents.

PowerMic Mobile is:

- **Scalable and centrally managed**, so it can grow with your organization. It offers web-based central management for configuring and managing user accounts and preferences. This

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centrally managed solution includes full mobile device management (MDM) support, including VMWare AirWatch, MobileIron, Cisco Meraki, Sophos, and other MDM solutions.

- **Easier with automatic workstation pairing** to offer several intuitive mechanisms for pairing mobile devices with target applications, including Windows Login ID, Nuance Application Username, or token-based pairing.
- **Compatible with thin or zero client infrastructure support** and offers an optimized audio channel for true portability and reliability.

Additionally, Nuance RTPDI products make it easier to add specificity to existing diagnoses, discover evidence of undocumented diagnoses, and support various specialties and care settings.




Details are extracted from patient narratives for fast and accurate translation into discrete data while coding assistance helps capture professional charges, improve quality, and reduce retrospective queries.

Hundreds of organizations already rely on Nuance for RTPDI and CACDI every day, and features and capabilities that our competitors do not offer include:

- a breadth of capabilities that allows us to meet customers where they are.
- a clinical foundation married with compliance and coding expertise to drive superior outcomes.
- CACDI/RTPDI solutions that enable collaboration between physicians, coders, quality, and case managers.
- AI that is backed by data at scale and hosted in Microsoft Azure, a HITRUST CSF-certified platform.
- the value of an integrated RTPDI and CDI program.
- insight into program performance with advanced analytics across the enterprise.

Built on Nuance's Best-in-KLAS award-winning DMO platform, **Inpatient Guidance for Dragon Medical Advisor** provides clinicians and CDI teams the ability to improve clinical care through its educational assistance and completeness of documentation. By analyzing relevant notes for a comprehensive view of patient acuity, it helps identify undocumented and unspecified diagnoses and comorbidities based on symptoms and evidence such as vital signs, diagnostic findings, and treatments to improve Complications or Comorbidities (CC)/Major Complications or Comorbidities (MCC) capture and impact the Diagnosis Related Groups (DRG) assignment.

Bringing together learned habits and existing patient information, **Nuance Surgical CAPD's** intelligent workflows streamline the clinical documentation and coding process for surgeons and proceduralists. In less than 90 seconds, surgeons can create a highly detailed report that is immediately available in the EHR for the entire care team. In parallel, a copy is distributed to referring physician practices, and an automated charge capture report, complete with suggested CPT and ICD-10 codes, is sent to the surgeon's practice for coding and billing.

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<p>Nuance CDE One, a cloud-based CACDI software, offers CDI workflow and clarification management, code search, MS/APR DRG capabilities, and program analytics creating the core foundation of a successful CDI program. By helping physicians document their critical decision making in how they delivered care for their patients and reflecting the true severity of illness and risk of mortality, Nuance’s approach to clinical documentation excellence helps ensure proper DRG assignment, Case Mix Index, and reimbursement that more accurately reflects patient acuity and care delivered.</p>		 <p>Improving Patient Outcomes</p>		
<p>Quality ratings</p> <p>90%</p> <p>of Nuance clients achieve top quality ratings</p>	<p>Value</p> <p>4-6mo</p> <p>to realize ROI on your investment</p>	<p>Provider engagement</p> <p>90%</p> <p>physician acceptance with clinical clarifications</p>	<p>Efficiency & productivity</p> <p>20%</p> <p>more time to expand coverage with existing staff</p>	<p>CMI impact</p> <p>4-8%</p> <p>CMI improvement even when replacing an existing program</p>
<small>CA LADHS 22.0024</small>				
<p>Figure 14. Measurable Improvements with CDE One</p> <p>With CDE One, healthcare organizations can take the steps they need to ensure documentation accuracy, continuous quality improvement, appropriate quality ratings, and financial integrity, all with no on-site hardware requirements. As noted above, our software offers cloud-based CDI workflow and clarification management, code search, MS/APR-DRG capabilities, and program analytics to drive Quality improvement. Other advantages of the CDE One solution include:</p> <ul style="list-style-type: none"> • Enhanced User Experience—CDI teams will benefit from the ability to seamlessly transition between encounter prioritization and workflow management while increasing efficiency, productivity, and satisfaction. • AI-Powered NLP—Nuance’s AI knowledge base underpinning the NLP is the largest available in the market in terms of concepts, terms, synonyms, abbreviations, and misspellings, and it is based on formal knowledge of engineering principles. It spans across clinical areas and is mapped into standard terminologies such as SNOMED and RxNorm. • Security and Stability—Hosted on Microsoft® Azure, a global network of Microsoft-managed datacenters, Nuance CDE One is HITRUST CSF-certified to support privacy, security, and compliance. • Cost Savings—Cloud-based architecture relieves County IT resources of the burden and cost for support and eliminates the need for on-site hardware. • Advanced Analytics—The cloud-based architecture allows you to generate program status dashboards, drill-down reports, and peer group comparisons as often as you like. The extensive analytics and reporting capabilities are nearly endless and customizable to DHS queries. <p>For information on how Nuance products can improve your Radiology dictation capabilities with the proposed PowerScribe One Suite, please refer to VR-2.</p>				

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<p>Fusion CAC—The integrated encoder allows coders to work more efficiently by allowing all documentation review, code validation and grouping to take place within a single unified workspace. The Fusion CAC interface engine and installation process are built for flexibility and will support importing information from nearly any relevant source using any discernible and consistent format.</p> <p>Note on Technical Requirements A-169 The DCCDIS will be deployed on a Private cloud following the NIST definition of cloud computing and private deployment model where the cloud infrastructure is provisioned for exclusive use by County - <i>The proposed DCCDIS solution utilizes a combination of HIPPA Compliant, HITRUST certified public cloud hosting and on-premise architecture.</i></p> <p>Note on Technical Requirements A-171 The DCCDIS shall provide hosting services where County’s system and data will be operated on a single tenant cloud system. - <i>The proposed DCCDIS solution utilizes a combination of HIPPA Compliant, HITRUST certified public cloud hosting and on-premise architecture. The instances (tenants) are logically isolated, but physically integrated. While the underlying hardware is shared, all customer servers are given exclusive access to dedicated memory and managed access to dedicated CPU and disk resources. Customers will only be able to access their own data. Additionally, a multi-tenant structure benefits the County, in that we will be able to easily distribute feature enhancements, allowing for quicker access to updates by County personnel.</i></p> <p>Note on Technical Requirements A-183 The Proposer shall provide a means for the County to monitor System uptime and response time of the Hosted Services. - <i>There are websites available to monitor the system uptime of the cloud-hosted products. There is not a website available to monitor the uptime of the cloud-hosted portion of the hybrid products proposed, as the application uptime will rely on the customer’s infrastructure.</i></p> <p>Note on Technical Requirements A-186,187,188,189 RTO and RPO SLAs - <i>The solutions provide standard 99.5% uptime and meet industry standards for RTO and RPO for non-mission critical systems as they do not impact patient care.</i></p>

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8.	<p>Describe the interface methodologies (data validation, rules, etc.) you expect to utilize as part of your project approach. In addition, address each of the following sub-questions.</p> <ul style="list-style-type: none"> a) What are the typical interface methodologies utilized by your previous clients? b) Provide examples of other Millennium systems that the proposed DCCDIS has been interfaced with, and describe how the DCCDIS was interfaced to those other systems. c) Describe your approach for controlling interface files and monitoring their posting/delivery. In addition, address each of the following sub-questions. <ul style="list-style-type: none"> i. Describe your user-friendly process for identifying interfaced transactions or files that are rejected by the DCCDIS and for addressing those rejections, including any features or functions both within the proposed DCCDIS and built into the interface architecture to facilitate exception processing. ii. What are the typical challenges encountered in controlling interface files and monitoring their posting/delivery? iii. What are mitigation strategies or steps to address the typical challenges identified above that you have used effectively? iv. Can the process you have used in the past to address the typical challenges identified above be improved, and if so, how would you improve the process?

Since products use a standard interface methodology across all implementations, there are some cases where optional interfaces are possible, as noted below. As



the interfaces primarily display/consume data from the customer’s EHR, the responsibility of data validation/accuracy rests with the EHR. Production applications processing sensitive information shall ensure the authenticity of the data and provide security control mechanisms to protect the data integrity. The solution protects the confidentiality and integrity of sensitive information through cryptographic controls. For hybrid products, the customer will be responsible for setting up the on-premise interfaces

a) The typical interface methodologies utilized by previous clients vary by product. Table 1 below details typical interfaces:

Product Name	Typical Interfaces
DMO	Does not require interfaces

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Inpatient Guidance	<p>For a typical installation, Inpatient Guidance would require an HL7 ADT feed, an HL7 MDM or ORU feed, and an 837 feed from the customer’s billing system. In the case of HL7 interface, standard HL7 2.3 interfaces are used. The 837 interface is generally file transfer and batch.</p> <div style="text-align: center; margin: 10px 0;"> </div> <p style="text-align: center;">Figure 15. Inpatient Guidance Interface Diagram</p>
SCAPD	<p>ADT and SIU, and Results (Outbound Results- MDM, ORU, or COLD Feed (MDM or ORU preferred) for demographic and scheduling data, and surgical notes. Formats include PDF, Text or both (PDF preferred because of pictures and graphics). An 837 interface is needed for claims data.</p> <div style="text-align: center; margin: 10px 0;"> </div> <p style="text-align: center;">Figure 16. SCAPD Interface Diagram</p>
CDE One	<p>In a typical installation, Nuance CDE One will require HL7 (version 2.x) real-time interfaces for patient demographics (ADT), patient reports (i.e., discharge summaries, operative reports, progress notes, etc.), MDM or ORU, and final code DRG data. In some cases, we may also require an 837 file drop.</p> <div style="text-align: center; margin: 10px 0;"> </div> <p style="text-align: center;">Figure 17. CDE One Interface Diagram</p>
PowerScribe One	<p>HL7 to receive an Order Message (ORM) and ADT data from the RIS/HIS system. Refer to 1_PowerScribe One HL7 Specifications_Nuance for additional information.</p> <p>The PowerScribe One system also uploads a Results Message (ORU) to the RIS/HIS that contains the medical report and other patient data. The PowerScribe One system integrates with a PACs vendor through an XML file drop, API, COMM or other methods for the purpose of displaying images that correspond to patient order data in the PowerScribe One database.</p>

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Advanced Data Integration with ModLink	DICOM SR connections from modality machines that feed into the application. Nuance will provide a DICOM conformance statement as part of the implementation.
PowerConnect Actionable Findings	No interface is required unless the optional PerfectServe integration is purchased, or if the Directory Synch interface is implemented. For the Directory Synch interface, HL7 V2.3 is supported.
PowerScribe Follow-Up Manager	HL7 (version 2.3.x) to interface between a Health Information System (such as RIS, EHR, etc.) and Follow-Up Manager.
mPower Clinical Analytics	mPower can be configured to received report data via HL7. Please refer to the attached 2_mPower HL7 Interface Specifications_Nuance document.
CAC	<p>Patient Registration/Status Updates (Inbound HL7 ADT), Provider Master (Inbound HL7 MFN or Flat File), Text Documents (Inbound, HL7 ORU, HL7 MDM, HTML Flat File, Text Flat File), Image/Scanned Documents (Inbound, HL7 Pointer w/ HTTP web service for requesting images), Account Charges (Inbound, HL7 DFT, HL7 BAR or Flat File), Physician Query (Bi-directional , HL7 ORU), Coding Abstract (HL7 BAR or HL7 ADT)</p> <p>The diagram illustrates the CAC interface architecture. It features four main components: the Client Interface Engine, the Scanned Document Web Service, the Fusion CAC Transaction Server, and the Fusion CAC Application Server (Web Server). The Client Interface Engine sends data to the Fusion CAC Transaction Server, including ADT, Provider Master, Hard Charges, Scanned Document Pointers, Plain-text documents, HTML / Formatted documents, Orders, Medication Administration Record, Discrete Labs, Flowsheet Data, Physician Query, and Coding Abstract. The Fusion CAC Transaction Server sends data back to the Client Interface Engine, including Physician Query and Coding Abstract. The Scanned Document Web Service sends a Scanned Document Request to the Fusion CAC Application Server (Web Server), which then returns Scanned Document Retrieval to the Scanned Document Web Service. A small text 'CA LADHS 22 0028' is located at the bottom right of the diagram.</p>

Figure 18. CAC Interface Diagram

Table 1. Typical Interfaces Used

b) We have implemented with Cerner Millennium systems at Hospital systems such as ChristianaCare in Delaware, AdventHealth in Florida, Inspira Health Network in New Jersey, and Aultman Health in Ohio. All the Cerner Millennium implementations that we perform utilize our typical integration approaches above. The interface methodologies

	Functional Requirement Questions
	<p>would follow the established and tested techniques that our partners have utilized in the past, with great success.</p> <p>c) There is continuous monitoring of the interface messaging received by the DCCDIS. Upon receiving any error scenarios such as messages failing to be processed or queue backups, automated alerting and escalations are sent to the appropriate teams to remediate any errors with posting and delivery of the interface messages. The monitoring occurs 24x7, 365 days per year. It should be noted that the County will be responsible for monitoring the interfaces for the on-premise components of the proposed hybrid Radiology products. Fusion CAC includes a purpose-built interface engine which utilizes industry standard technologies including asynchronous processing, detailed logging, and a configurable messaging queue to ensure that interface messages are reliably accepted and parsed or delivered in a very timely manner. Messages are archived for several weeks and can be retrieved/replayed as needed. All interface feeds and error queues are monitored by our team utilizing third party system monitoring tools, and alerts can be shared with designated client groups.</p> <ul style="list-style-type: none"> i. There is continuous automated monitoring of all interface message transactions received and rejected by the DCCDIS. Upon receiving rejections, there are automated alerts which triggers escalation for our support staff to investigate the issue and determine the root cause for remediation and resending of the messages. There are also audit reports which can be run by our team to retrieve interface message transmission information within the DCCDIS. Our parser will reject messages into a message queue where the messages sit for review. The messages include meta data that describes the nature of the problem and the line number of the interface source code that generated the error for easy trouble shooting. These error queues are monitored by our team and reviewed at least daily. Any issues with the message are reported to appropriate site contacts, and any issues with the interface code are logged with our development team and communicated to the client. ii. In the implementation of Nuance products, there are rarely issues encountered in this process, and do not occur often enough to be considered “typical.” The most common issue in setting up a large system as the one proposed is not having a central point of contact from the customer on how to address any issues system-wide—thus leading to delays until the proper communication channels are found. For most clients, interface management and monitoring does not come with significant challenges. Once a site is live and after a few weeks of a stabilization period, the nature and frequency of error messages tends to stay consistent, and the specific problems identified are documented and a standard process is worked out between our analysts and the client contacts. iii. The Accenture team will ensure that, as part of the implementation process, our technicians have the appropriate contacts and the relevant information needed to fully address any challenges presented. We will work with the County to ensure that all the interfaces are properly connected, and that the County has all resources required to ensure steady and consistent operations. Likewise, in the event of a significant issue, we can route messages to an alternate queue, purge messages

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	<p>pending processing, or resend messages that were previously sent out to address various issues. With utilities that allow us to quickly identify which messages are affected and logging to, we will ensure everything is moving as expected.</p> <p>iv. The Accenture team operates in an environment of continuous process improvement, and regularly solicits customer feedback to gain insight into potential improvements that can be made. As challenges are encountered, we will enlist the expertise of engineers, developers, and customer success specialists to ensure that the issue is resolved promptly—while creating new processes and improvements to ensure that the challenge will not occur again. In the same manner, the exact process used will be tailored to the County, based on interfaces, expectations, and requirements as well as the continued business understanding gained between the project start and go-live.</p> <p>Interface Development Procedures</p> <p>The Accenture team develops interfaces based on interface specifications which are found to be mutually acceptable to our development team and the County. Where possible, we suggest that HL7 interfaces conform to HL7 published standards.</p> <p>The County must provide interface feeds, resources, and analyst support capable of making data designated by the site as relevant and important to the coding process available, as well as receiving data generated in Fusion CAC designated by the site as important. The County should be able to supply sample data and interface documentation for our interface development team to use when writing interfaces.</p> <p>Note on Technical Requirements A-197 The Proposer shall meet the requirements of California State Administrative Manual Section 5300 – <i>Neither Accenture nor our partners are compliant with this security standard. Rather, we seek security compliance with national or international standards to support a strong security infrastructure with our global customer-base. Many of the applications proposed are HITRUST-CSF certified. Please refer to our responses in Appendix J – Exhibit U for more details about our commitment to protecting your data.</i></p>

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9.	<p>Describe how the proposed DCCDIS (as a System and for each Solution) is integrated with the EHR System, including, but not limited to, single sign-on, responsive performance with minimal latency across common deployment methodologies (e.g., workstation, mobile device, etc.), minimal navigation between windows, interruptions and task switching, for each function, and ease of navigation between each function for routine workflows. Your response should focus on the highlights of the end user experience and provide information on how the benefits are monitored and assured. Proposer is permitted to provide a visual response (e.g., screenshots) annotated with descriptions.</p> <p>In addition, address each of the following sub-questions.</p> <ul style="list-style-type: none"> a) Describe how the proposed DCCDIS (as a System and at a minimum for the RTPDI and CACDI Solutions): (i) presents documentation clarification/improvement suggestions that are integrated seamlessly with structured data within Cerner Millennium such as diagnoses/consolidated problems, medications, allergies, social history, or procedure history. Describe integration with structured data within Cerner documentation tools (e.g., workflow Mpages); b) (ii) incorporates structured data (such as lab values, vital signs, medications, etc.) from the EHR System record in its documentation clarification/improvement suggestions. Describe how these structured data are integrated into algorithms and analysis; and (iii) identifies opportunities to improve documentation and how the County team is alerted of this opportunity. c) VR: Describe integration points with common Cerner documentation tools. Describe how VR macros and templates are integrated with Cerner auto texts and smart templates. d) CAC: Describe how the proposed CAC Solution allows single sign-on access to EHR System applications required for the CAC functions, including, but not limited to, Cerner Power Chart, Path-Net, Discern Reports Portal, and Charge Viewer.

The products proposed in this solution have established partnerships with Cerner and strive to integrate with the EHR at every step of the clinician’s workflow and to offer a single workspace for coding staff. **All the products offer either Single Sign-On or LDAP integration with the EHR allowing the users to automatically authenticate within the workflow.** Some clients have leveraged

Imprivata OneSign to pass the user’s AD credentials to provide single sign on functionality across their environments which can be supported by all products. For latency requirements, the products will operate with minimal latency if bandwidth requirements and internal environment configuration requirements are met, allowing integration in near real time.



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Clinician focused products are designed with ease of use in mind. Providers using the DMO speech recognition solution will be able to dictate freely to wherever the cursor is located and receive **live** documentation improvement suggestions as they dictate. Dragon allows for text navigation and the use of voice commands to easily access reference tools such as UpToDate and MDCalc. Radiologists will be able to use our Radiology suite of products as a one-stop shop to cover all needed functionalities.

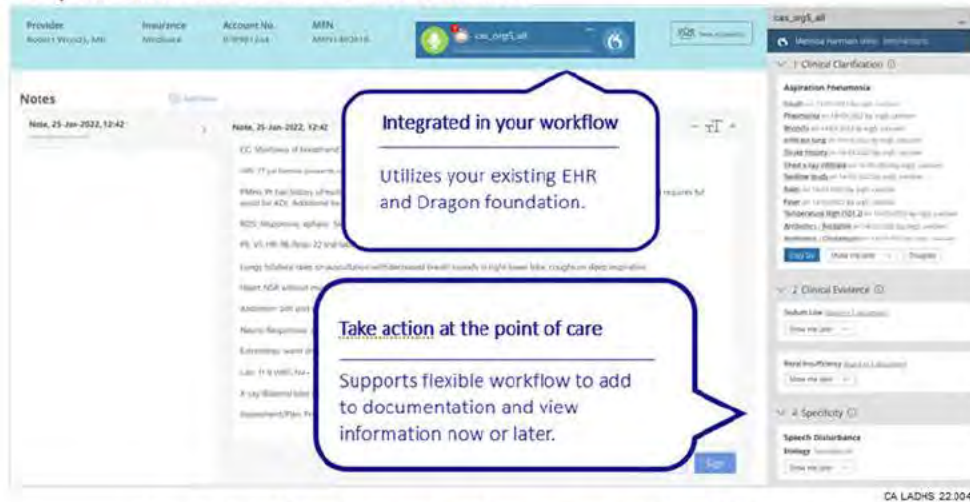


Figure 19. DMO and Inpatient Guidance integrates cleanly into any EHR

CDE specialists will utilize a single workspace that offers for documentation and messaging integration with the EHR. This allows the users to see all the required information in a single location.

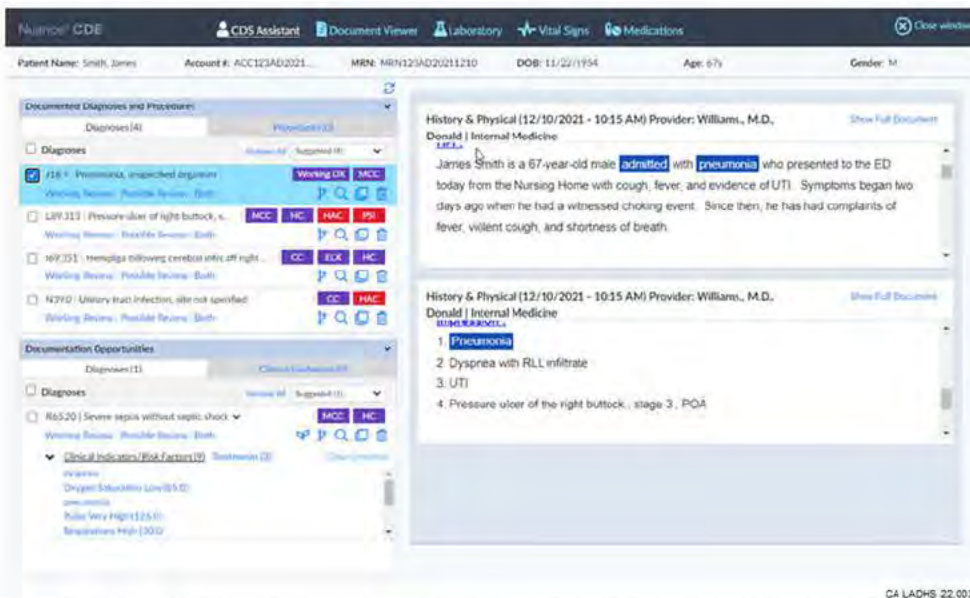


Figure 20. CDE One’s CDS Assistant identifies potential missed diagnoses as part of the CDI review

The CAC system is built to be a comprehensive solution for its users, preventing task switching. The application itself utilizes a single page architecture to further reduce navigation burdens.

- a) All documentation products present documentation clarification/improvement suggestions that are integrated seamlessly with structured data within the EHR, intake

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structured data into their algorithms and alert the county of improvement opportunities. This is handled through integration with the EHR via FHIR and HL7. For example:

- The VR solutions allow clinicians to update structured data directly within the EHR utilizing voice commands. DMO integrates smoothly with Cerner Millennium to enable an at-cursor dictation experience (including Dyndoc, Mpages, PowerNote, PowerChart). The client can implement their own voice-commands and templates to quickly create clinical documentation directly within Cerner.
- The Dragon Medical Advisor for Inpatient Guidance (RTPDI) provides in-workflow clarification suggestions via a toolbar that displays at the bottom of the EHR screen. Data from the EHR is provided to the Dragon tool through FHIR APIs and HL7 feeds. This data is utilized by the ML algorithms to provide missed diagnoses, relevant information, and suggestions to improve the clarity of the note to aid in coding capture further in the DCCDIS process. As clarifications are accepted, the provider will add the updated diagnosis and supporting criteria (which will be presented in the interface shown in Figure 21) directly in to the Cerner EHR using DMO.

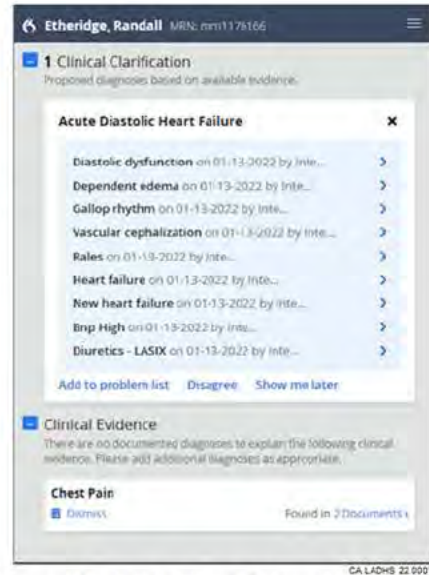


Figure 21. Clarification Advice with IPG (RTPDI)

The structured data fields in the EHR are updated in real time via API integration.

- The Surgical CAPD presents suggestions and updates structure diagnosis data. Upon logging in and launching documents from the launchpad, users are taken to the report builder. This is where the physicians/users complete reports in Surgical CAPD. This guided workflow was designed by surgeons for surgeons to drive appropriate specificity with a smooth streamlined workflow. Specificity prompts will appear during the dictation process in order to ensure a compliant note (see Figure 22 below).

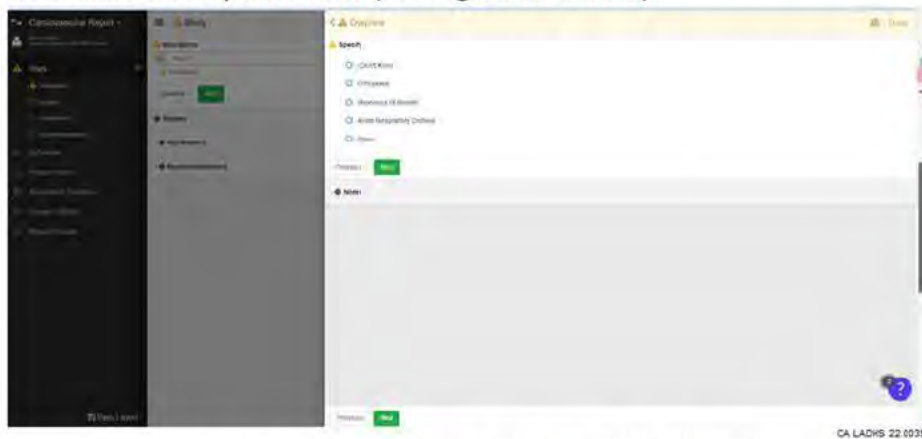


Figure 22. Specificity Advice with Surgical CAPD (RTPDI)

- CDE receives all the structured data listed above from Cerner Millennium in addition to non-structure data such as all patient notes, messages, and coding information, reducing the burden of CDI accessing multiple systems. Users will have a single workspace that intakes all the structured data listed from the EHR. Within the CDE application

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clarification suggestions are presented via the CDS assistant (see Figure 20), and updates to structured data are handled through FHIR APIs and HL7 feeds allowing CDE specialists to work within a single system. The structured data from the EHR is utilized to train the ML algorithms and to present suggested changes in real time. CDE One integrates with Cerner through the interface and FHIR specifications detailed in General-8.

- Fusion CAC accepts inbound data feeds from all the sources listed above. Any of this documentation which is made available in an ASCII text document format is supplied to the code suggestion engine where it is parsed and analyzed against the data model for code suggestions. After ML code suggestions are assigned, the document is post-processed to review the legitimacy of the suggestion against a body of knowledge collected by Dolbey about when and how coders apply codes. This post processing step allows Dolbey's code suggestion tuning team to ensure code suggestions are appropriate given the context of the chart.

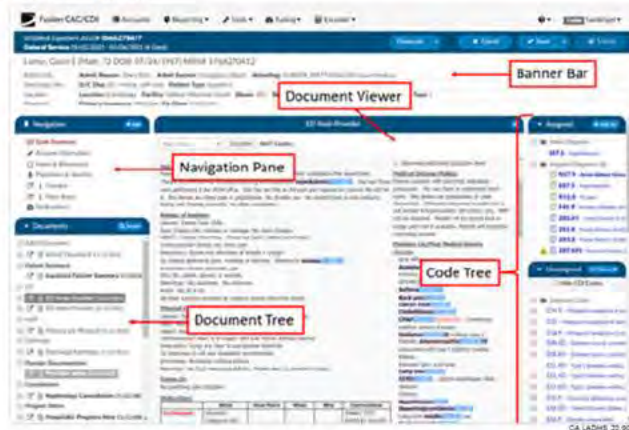


Figure 23. CAC Workspace

- DMO integrates smoothly with Cerner Millennium via a minimally invasive dictation bar to enable an at-cursor dictation experience (including Dyndoc, Mppages, PowerNote, PowerChart) without significantly changing the provider's EHR experience. We also support auto text templating using voice where providers can further improve their documentation efficiency and consistency leveraging a pre-built content library.
- Fusion CAC accepts data feeds from all the utilizes LDAP/SLDAP for authentication allowing seamless authentication from the Cerner EHR to the CAC solution. Fusion CAC achieves integration with Cerner documentation through back-end real time interfaces. Because the Fusion CAC is commonly an add-on application to the EHR the solution utilizes the EHR as the source of truth for authentication. Many clients utilize Imprivata OneSign to achieve a comprehensive single-sign on solution which the CAC can support.

Note on Technical Requirements A-25 - The DCCDIS shall provide configuration credentials and authentication tokens held in plain text in configuration files. (e.g., client configuration file with remote login ID and password): *Following industry security standards, the solution does not store credentials in plain text. All credentials are stored in salted and hashed format to ensure HIPPA compliance and to prevent security breaches.*

Note on Technical Requirements A-40 - The DCCDIS shall automatically notify users and force them to change passwords on a pre-defined frequency. *Following industry standards, the DCCDIS solution will rely on the County's AD as the source of truth for all login information*

	Functional Requirement Questions
	<p><i>to support effective integration with the Orchid EHR. As such, the solution will meet the technical requirements noted in A-40 by leveraging the client AD for all password changes.</i></p> <p>Note on Technical Requirements A-52,A-54, A-58,A-60 - <i>Following industry standards, the DCCDIS solution will rely on the County's AD as the source of truth for all login information to support effective integration with the Orchid EHR.</i></p> <p>Note on Technical Requirements A-62 The DCCDIS shall insure Two-factor authentication for public facing access to the application: <i>All authentication is handled via the County AD and security solutions as the source of truth and mechanism for authentication. If provided by the County, two factor authentication can be leveraged using the County's AD solution for authentication privileges and utilizes the roles as defined in the EHR for product roles. Some Radiology products do not support TFA at this time but will in a future release.</i></p> <p>Note on Technical Requirements A-63 The DCCDIS shall insure integration capability with the County's Azure Active Directory through an SSO mechanism /experience: <i>A majority of the product set proposed supports this functionality. There are a few products within the radiology product set, PowerScribe One and PowerScribe Follow-up Manager, that do not, but this functionality is on their respective Roadmaps.</i></p> <p>Note on Technical Requirements A-65 The DCCDIS shall provide authentication that uses least-privileged accounts: <i>The technical solution will meet technical requirement A-65 based on the information provided by the County AD solution for authentication privileges and utilizes the roles as defined in the EHR for product roles.</i></p> <p>Note on Technical Requirement A- 67 and A-69 Biometrics and standalone device authentication: <i>All authentication is handled via the County AD and security solutions as the source of truth and mechanism for authentication</i></p> <p>Note on Technical Requirements A-90 The DCCDIS shall provide administrative ability to block users' access to individual patient records for privacy reasons.: <i>Patient record access to the DCCDIS is dependent on the Orchid EHR as the access control point.</i></p> <p>Note on Technical Requirements A-99 The DCCDIS shall warn the user before the timeout and prompts the user to re-enter their password: <i>Access and timeouts are dependent on the County workstation and EHR settings to ensure that log-outs do not occur inappropriately interrupting the end user workflow</i></p> <p>Note on Technical Requirements A-133 The DCCDIS shall ensure that all components are compliant with the Americans with Disabilities Act (ADA) and Section 508. <i>The ADA requirement can be satisfied with compliance to the Web Content Accessibility Guidelines (WCAG). We strive to meet WCAG 2.1, levels A and AA, but many of our products do not meet this standard. We are in the process of evaluating our products for WCAG compliance and creating a plan to assess and remediate violations.</i></p> <p>Note on Technical Requirements A-140 The DCCDIS shall have intelligent spell checking of text fields.: <i>All VR products provide intelligent spell checking at the time of conversion of voice to text. Because text fields are housed inside the EHR and are not controlled by the solution, additional spell checking relies on the additional systems. We do not incorporate spell checking into our text fields as it may not be able to pick up on new medical terminology, resulting in missed or incorrect diagnoses and coding errors later in the workflow.</i></p>

	Functional Requirement Questions
	<p>Note on Technical Requirements A-200 The DCCDIS shall have a response time where the average transaction on the server needs to occur on average less than 1 second. The response time for the most common requests to reach a user shall not exceed 3 seconds: <i>The proposed solution utilizes a combination of on-premise and cloud hosted products. The latency will vary based on the county network bandwidth and internal configuration.</i></p> <p>Note on Technical Requirements A-202 The DCCDIS shall complete 100% of simple, single-screen online inquiry transactions in under one second, during peak usage.: <i>The proposed solution utilizes a combination of on-premise and cloud hosted products. The latency will vary based on the county network bandwidth and internal configuration</i></p> <p>Note on Technical Requirements A-202 The DCCDIS shall complete an average of 99% of all online update transactions in under 5 seconds over any 60-minute period, during peak usage. <i>The proposed solution utilizes a combination of on-premise and cloud hosted products. The latency will vary based on the county network bandwidth and internal configuration</i></p>

Functional Requirement Questions	
10.	Describe the internal communication/messaging capabilities of the proposed DCCDIS (as a system and for each Solution), including, but not limited to, any interactive messaging tools (e.g., real-time chat) for team members (e.g., coders, providers, etc.) to communicate with each other and the ability to integrate any messaging tools with Cerner Message Center.

Accenture recognizes that as part of the **clinical documentation process, communication, clarifications, queries, and messages are needed to fully capture the patient’s health story.** We design our products to ensure that the care team can communicate effortlessly and efficiently to speed up the billing and care process.

- Using CDE One, CDI can submit bidirectional electronic clarifications to the Cerner message center with an interface into Cerner. The application also allows for interdisciplinary team member communication on encounter reviews, clarifications, and reconciliation including coders, quality team members, case management via an integrated Notes feature. CDE One data can be automatically pushed outbound to communicate with other stakeholders via the outbound DRG interface. The data is sent to the Cerner, your case management solution, etc. includes DRG, code list, SOI/ROM, GMLOS, AMLOS, relative weight, etc.

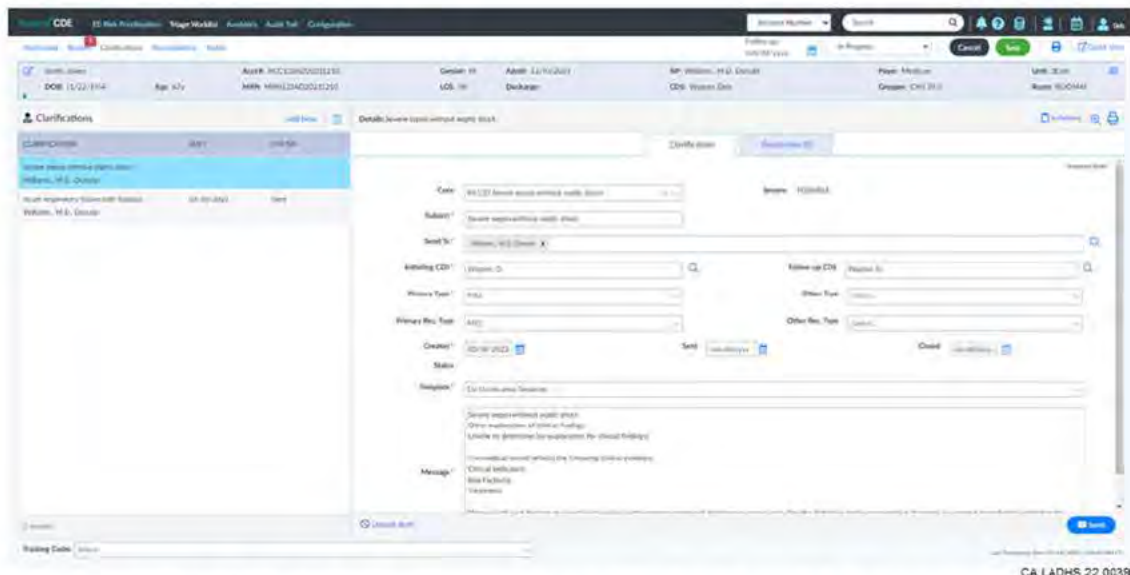


Figure 24. CDE One allows for quick queries to providers to improve clinical documentation

- In PowerScribe One, the radiologist can send notes to the editor/transcriptionist if that workflow is used.
- PowerConnect Actionable Findings records when a user “closes the loop” by receiving and then accepting an Actionable Findings notification/message. PowerConnect Actionable Findings is set to call/message an Ordering Clinician. If the Ordering Clinician does not respond in a set, pre-determined time, the call is escalated to the next person on the call list. Voice-to-text input is supported if the message is sent by a provider using the PowerScribe system to create the Actionable Findings message.

Functional Requirement Questions

Computer-Assisted Coding (CAC)—The coding solution provides several available threads for end user communication.

1) **Coder to Coder:** The CAC solution provides two features for coder-to-coder communication which is useful for collaboration. One is a notes field where coders can create and store notes

and messages for themselves or others related to the completion of the chart. Another is the bookmark capability. A coder can create a bookmark in a specific document, even highlighting relevant text, for other coders or supervisors to access quickly. The notes and bookmark capabilities are fully time stamped, user stamped and logged.



2) **Coder to Provider:** The CAC solution provides a query feature for coder to provider and provider to coder communication. Customer queries can be created by leadership and available for easy access by coders. A provider directory makes selecting recipients point and click. Sent queries will appear in the Cerner Message Center for answering. The CAC solution tracks, reports, and logs all query activity.

Functional Requirement Questions	
11.	<p>The County has substantial needs for reporting and analysis capabilities for both compliance and performance reasons - . The Proposer must provide responses to the following questions regarding reporting. The development of effective reports and analysis requires robust data management capabilities and systems, as well as report development and analytical tools.</p> <ul style="list-style-type: none"> a) Describe the tools and approach to support business intelligence and to meet reporting requirements. b) What reporting capabilities does the proposed DCCDIS inherently include? c) What query language does the proposed DCCDIS use? Is the query language proprietary? d) What capabilities does the proposed DCCDIS offer in terms of exporting and extracting data? e) Describe the methodologies and tools that the proposed DCCDIS will use to develop the custom reports. f) Describe the approach and tools to be provided to generate historical snapshots to allow monitoring ongoing performance improvements and report trends over time. g) Describe the data structure within the proposed DCCDIS. h) Describe the reporting and data warehouse features. i) How does the proposed DCCDIS allow the generation of reports directly to other applications (e.g., MS Office, Hypertext Markup Language or PDF formats)? j) What capability does your proposed DCCDIS have for ad hoc reporting? <p>In addition, address each of the following sub-questions.</p> <ul style="list-style-type: none"> k) Provide a sample of the ten (10) most commonly used standard reports for each Solution. If appropriate, provide a narrative response describing each report. l) With respect to the proposed RTPDI and the CACDI Solutions, provide a sample of the five (5) most commonly used reports on quality of clinical documentation (e.g., number of diagnoses, diagnosis specificity, severity of illness/risk of mortality, comorbid condition or major comorbid condition capture, etc.) for each Solution. If the foregoing reports are included in your response to section (k) above, please note this in your response with a reference to the specific report. m) With respect to the proposed CACDI Solution, provide a sample of the reports that capture the productivity measures and quality measures listed in Attachment No. 4 (Measures for Reporting).

- a) Accenture’s DCCDIS solution offers out of the box compliance and performance reporting capabilities to help the County identify potential missed earnings, productivity disparities, and patient safety issues. There are reporting facilities available across every step of the proposed DCCDIS workflow, with reports geared towards the C-Suite, team leaders, individual users, and quality and patient safety teams. These reporting capabilities are integrated into the products for easy access, so the County can quickly take advantage of these insights. While the custom reporting process may vary between products, the creation of custom reports is intuitive and easy to master. As an example, PowerScribe One administrators will be able to quickly access the reporting tab in their dashboard and then create a custom report via a drop-down list. The administrator can then choose a variety of parameters, including time window, and the specific fields the admin is looking for (number of reports flagged for follow-up, for instance).
- b) Our DCCDIS solution has a variety of built-in reports that vary across the workflow. Built-in reports can be used alone or as a baseline for custom reports. Example reports provided by workflow include:
- VR – user productivity, macro/template usage, efficiency
 - RTPDI – advice trends, CMI trends, CC/MCC capture trends
 - CACDI – clarification rate, reimbursement impact, SOI/ROM impact
 - CAC – coder activity, DRG comparison, query TAT by Author
- c) Although query language will vary by product, standard languages included are JavaScript (CAC), SQL (VR), and Data Analysis Expressions, or DAX, which is used by DMO in addition to SQL. Inpatient Guidance and CDE One do not have query languages per se, rather, a user with a PowerBI reporting “write” role uses filters, visualization tools, and available fields to modify existing or create new reports. DAX is proprietary to Microsoft.
- d) All solutions presented in this RFP, at a minimum, can export their reports to MS Excel (.xlsx). However, most solutions allow for more exporting options, including csv, PDF, MS Word, and HTML. Microsoft PowerBI is supported for all applications which can be used to export to additional formats.
- e) Our proposed DCCDIS supports a variety of custom reporting methodologies across all steps in the workflow. For instance, DMO and Inpatient Guidance support the development of custom reports through use of an outbound data feed available or via Nuance professional service resources that generate custom reports for clients ad-hoc. In CDE One, report writing staff can use PowerBI to modify and save a custom report based on the comprehensive out-of-the-box reports. Staff can also use PowerBI to create completely new custom reports. Other solutions can create custom reports through administrator dashboards/applications.
- f) Accenture’s DCCDIS solution support the generation of reports that cover periods of activity from weeks, months, to years. This allows the County to gain a holistic perspective over time on how our solutions have improved clinician productivity, reimbursement, and the overall quality of medical documentation. This functionality is built into the proposed products’ individual reporting systems.

- g) The data structure and database of choice will vary by product. Accenture and our partners will work with the customer during technical discovery to clarify the different databases required/in use with our proposed DCCDIS solution.
- h) Similar to our response in Appendix G, the data warehouse features will differ by product within the DCCDIS solution. The hosted products will utilize Azure SQL databases, except for mPower Clinical Analytics, which uses Postgre SQL. The on-premise components vary, with the Fusion CAC using MongoDB, and the PowerScribe suite using Microsoft SQL.
- i) Please refer to our response for Question d above. The products proposed support the export of productivity and compliance reports into MS Excel, at a minimum. Most solutions allow for more exporting options including csv, PDF, MS Word, and HTML.
- j) To provide the County with the flexibility in researching compliance and productivity across the DCCDIS workflow, ad-hoc reporting is available in all solutions proposed.
- k) Please refer to the following lists for 10 commonly used reports by solution.

VR



Figure 25. DMO Analytics provides administrators the means to ensure productivity and efficiency improvements

1. User Productivity
2. User Efficiency
3. Dictation Quality
4. Time Saved
5. User Activity Levels
6. Billing – True Up Detail Report
7. All Diagnostic Follow-Ups
8. Compliance and Statistical Report
9. Exam Type by Volume
10. Cumulative Turn-Around Time

RTPDI

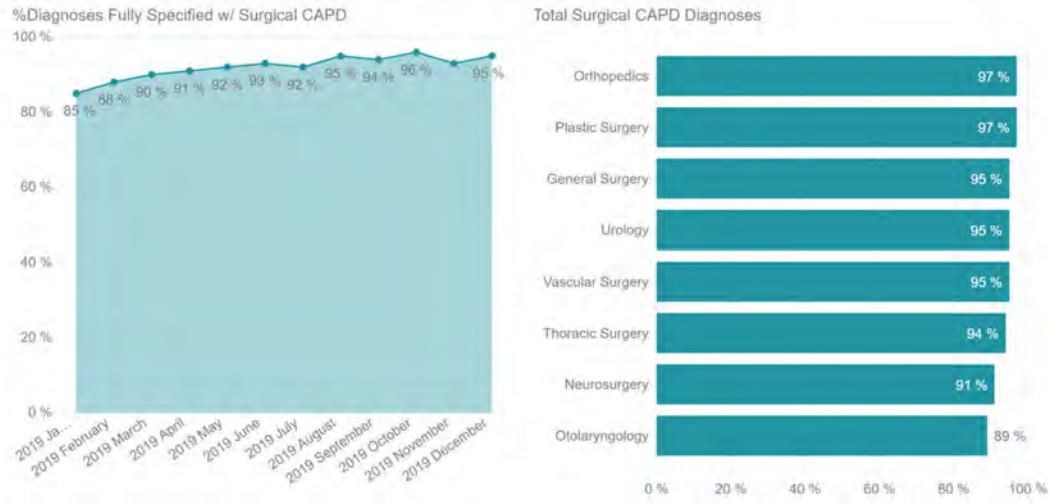


Figure 26. SCAPD Reporting enables administrators to analyze improvements post-implementation

11. Clarification/Specificity (Guidance) Trends
12. Turnaround Time for Guidance from When It Was Generated Until Documented
13. Financial Impact and Trend
14. CMI Variation Trend (Before and After CDI)
15. CC/MCC Capture Rate Trend (Before and After CDI)
16. LOS Observed/Expected (Before and After CDI)
17. Impacted Patient Visits, Volume and Trend
18. CC/MCC Before and After Using Inpatient Guidance
19. Provider Adoption/Utilization Trends
20. Impact-Based Patient Details

CACDI

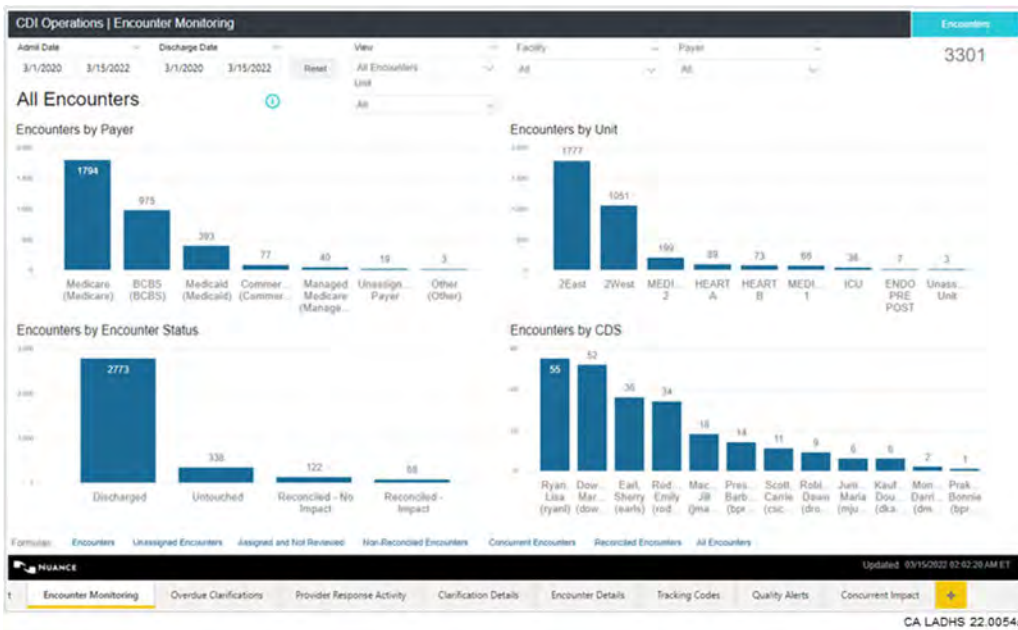


Figure 27. CDE One enables reporting/auditing across various filters

- 21. Review Activity
- 22. Clarification Rate
- 23. Case Mix Index
- 24. Reimbursement Impact
- 25. SOI/ROM Impact
- 26. CMI Shift
- 27. SOI before CDI Trend
- 28. ROM before CDI Trend
- 29. Encounters by Payer
- 30. Encounters by CDI Team Member

CAC

Page 1 of 1

DRG Comparison Report

Date Range (Admit): 06/01/17 - 12/31/17
 Categories: Inpatient
 Facilities: All
 Users: All
 Financial Class: All

Printed on: 06/10/20 14:14:40
Version: 7457.0

Account #	Admit Date	Discharge Date	LOS	CDS	Coder	Att. Physician	Baseline DRG Data			Final DRG Data			Difference (+/-)	
							DRG	Wgt.	Est. Reim.	DRG	Wgt.	Est. Reim.	Wgt.	Est. Reim.
00123654852_hcctest12	08/18/17	08/19/17	1	Cywinski, W	Woodman, G	CASTO, C	869	0.7886	\$ 4,395.74	853	5.1097		-4.3211	\$ 4,395.74
1890146744	12/05/17	12/08/17	3	Woodman, G	Woodman, G	CASTO, C	189	1.2196	\$ 6,798.18	291	1.4759	\$ 8,226.83	-0.2563	\$ - 1,428.65
1890146745	12/05/17	12/08/17	3	Cywinski, W	Cywinski, W	EMINGER, H	305	0.6916		884	1.2342		-0.5426	\$ 0.00
21256658941	10/10/17	10/12/17	2	Woodman, G	Cywinski, W	MILTON, W	999			999			0.0000	\$ 0.00
21810797729	12/12/17	12/15/17	3	Luskart, H	Cywinski, W	UBILLUZ, R	999			094	3.4131	\$ 19,024.99	-3.4131	\$ - 19,024.99
22633364187	10/10/17	10/20/17	10	Luskart, H	Cywinski, W	TURNER, M	999			153	0.7151		-0.7151	\$ 0.00
236521452361	10/18/17	10/20/17	2	Woodman, G	Woodman, G	TURNER, M	999			999			0.0000	\$ 0.00
3315844775	12/15/17	12/28/17	13	Woodman, G	Cywinski, W	CASTO, C	639	0.6257	\$ 3,487.72	204	0.7662		-0.1405	\$ 3,487.72
33526698281	12/12/17	12/17/17	5	Eminger, H	Cywinski, W	CASTO, C	192	0.7265	\$ 4,049.59	305	0.6916	\$ 3,855.05	0.0349	\$ 194.54
8184422943000	12/12/17	12/16/17	4	Eminger, H	Cywinski, W	ALBERTSON, R	641	0.7461	\$ 4,158.84	552	0.8938	\$ 4,982.14	-0.1477	\$ - 823.30
8745844122	12/12/17	12/15/17	3	Eminger, H	Cywinski, W	CASTO, C	074	0.9535	\$ 5,314.91	999			0.9535	\$ 5,314.91

CA LADHS 22.0035e

Figure 28. The DRG Comparison report shows the difference between Baseline DRG and Final DRG per account.

- 31. Coder Activity Report
- 32. Discharged Not Final Coded Report

- 33. DRG Comparison Report
- 34. Pending Reasons Report
- 35. Physician Query Impact by Discharge Date
- 36. Global Productivity Report
- 37. Coding Chart Status Report
- 38. Query TAT by Author Report
- 39. Query Template Volume Overview Report
- 40. Top 10 Coded Medical vs. Surgical DRG Report

l) Please refer to sub-question k above.

m) Our proposed CACDI product, CDE One, provides most of the reports listed in Attachment No. 4. CDE One does not currently provide any reporting on Observed Mortality, Expected Mortality, or the Mortality Index Rate. However, these reports are on the roadmap to be added in a future release. In addition, CDE One does not measure anything coding is doing outside of tracking match or no match of the final DRG. The County will be able to see “cases waiting on final coding” but the solution does not measure coder productivity. That would be measured by the CAC product which provides ad-hoc and custom reporting options that include number of diagnoses, diagnosis specificity, severity of illness/risk of mortality, comorbid condition, or major comorbid condition capture.

Note on Technical Requirements A-150: *Most reports can be scheduled and sent automatically with the exception of the clinician VR solution.*

VR

Functional Requirement Questions	
1.	Describe how the VR Solution will support anatomic pathology workflows, including specimen grossing, synoptic template reporting, template library updates, ad-hoc template creation, academic workflow (resident/fellow preliminary report, attending final report) and Cerner Millennium PathNet Integration. In its response, Proposer should note and detail features that are specifically designed for pathology (e.g., templates, reporting compliance tools, workflow differences, etc.).

DMO supports the creation of simple and complex pathology workflows via the following features:



- Pathology-specific vocabulary
- Speech recognition with specific support of Cerner Millennium PathNet edit controls: This includes dictation directly into non-protected fields and the ability to edit by voice.
- Auto-texts: This feature allows the creation, deployment, and use of templates that can be inserted by voice. Auto-texts can optionally include fields that are navigable by voice.

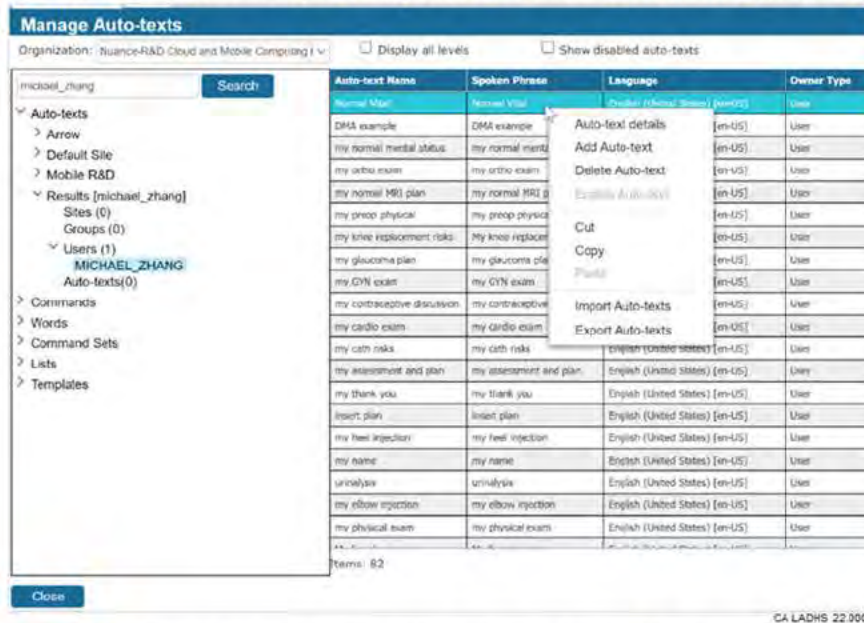


Figure 29. DMO allows the end-user to manage their auto-texts in the application directly

- Step-by-Step commands: This feature allows the ability to trigger hotkeys, enter short text strings, and build complex sequences that can be initiated by voice.
- Support for foot pedals: Depending on the model used, multiple functions can be controlled via foot pedal control.

In addition, mPower provides the ability for radiologists to integrate Pathology reports into the database and allow for radiology/pathology correlation.

Functional Requirement Questions	
2.	Describe how the VR Solution will support diagnostic radiology workflows, including template library updates, support of academic workflow (resident/fellow preliminary report, attending final report), best-practice follow-up recommendations and tracking, critical results notification and monitoring, natural language processing and data mining/aggregation, radiology-specific operational and analytic tools. In addition, Proposer should describe how the proposed VR Solution integrates with a picture archiving and communication system provided by Fujifilm Synapse.

To address these challenges, Accenture is please to propose a comprehensive, radiology-centric platform to support diagnostic and academic workflows, follow-up tracking, critical results monitoring, and radiology-specific operational and analytic tools, all while increasing provider and patient satisfaction. We can meet these requirements with the following products:

- PowerScribe One** is a voice-driven diagnostic radiology reporting solution with a robust speech recognition engine driven by Nuance’s AI-powered natural language understanding engine. PowerScribe One’s user-centric interface allows for consistency and efficiency of reporting using auto-text commands and templating. Auto-text commands and templates can be customized by the end-user, supporting a variety of workflows and hospital methodologies. It also supports academic workflows, including reject and report comparison features, and a peer review capability.
- PowerScribe Follow-up Manager** is a recommendation management solution that will provide a worklist for logging recommended follow-ups, tracking the response to those recommendations, and alerting when these recommendations are due. PowerScribe Follow-Up Manager delivers a streamlined, collaborative approach to closing the loop on patient follow-up recommendations improving clinical and financial outcomes. Complete and coordinated workflow capabilities proactively track and manage recommendation status, ensure appropriate communication efforts with physicians and patients, and can intelligently close recommendations upon completion.

Improving Caregiver Experience

Countless capabilities, all included and designed for you.

<p>Cloud Speech Hosted model provides unparalleled accuracy and voice-driven virtual assistant technology.</p>	<p>EMR Follow-up Automates delivery of recommendations to the EHR and other systems.</p>
<p>Ambient Mode Automatically turns free-form dictation into organized, structured text.</p>	<p>PowerCast Drives commands and workflow via voice and shares data real-time between systems.</p>
<p>Heads Up Display Translucent information window easily moves out of the way so eyes stay on images.</p>	<p>Enhanced AutoTexts Improved editor makes it easier to manage and use AutoTexts.</p>
<p>Clinical Guidance and Quality Checks Improves accuracy and consistency with real-time, context-based decision support and quality alerts.</p>	<p>Mobile Radiologist Secure, voice-enabled mobile access allows report viewing, editing, and signing on the go.</p>
<p>Smart Assist Real-time checklist summarizes potential quality issues.</p>	<p>Assisted Diagnosis Linked website of curated search engines queries radiology topics based on report content.</p>
<p>AI Findings Integrated AI workflow augments and automates reporting.</p>	<p>Peer Review Automates systematic, randomized assessment of images and reports to support accreditation.</p>
<p>Relevant Priors Dynamically displays prior studies and relevant clinical content.</p>	<p>Editor Workflow Sends reports to an editor prior to final review and signature if desired.</p>

CA LADHS 22.0052

Figure 30. PowerScribe One offers a large of improvements across the Radiology workflow

Functional Requirement Questions

- PowerConnect Actionable Findings** is an integrated actionable findings communication notification solution for labelling reports as critical, abnormal, or additional imaging needed, sending actionable findings notification to the referring provider, and documenting the recipient’s acknowledgment, thereby closing the communication loop. The cloud-hosted PowerConnect Actionable Findings solution is the only end-to-end healthcare enterprise solution for communicating actionable findings results from lab, radiology, cardiology, and pathology departments to ordering clinicians. Rapid, asynchronous, or direct closed-loop communication of actionable findings to ordering clinicians with automated documentation satisfies regulatory compliance and improves patient care.



Figure 31. PowerConnect Actionable Findings Workflow

- mPower Clinical Analytics** is an integrated data mining and analytics solution that searches, mines, aggregates, and reports on key radiological operational and quality outcomes that provide insights that can drive process changes that mitigate risks and optimize patient outcomes and service delivery. The County will be able to watch data over time to identify short- and long-term trends and identify ways to improve radiologist efficiency, accuracy, and overall patient-physician satisfaction.
- Advanced Data Integration with ModLink** is a solution that automatically imports and normalizes data elements between the modality and the reporting platform to minimize errors, automate reporting, and improve report quality. This minimizes manual, redundant data entry steps and associated errors to improve accuracy and speed report turnaround. Radiologists can improve report completion time by as much as 20% by creating standardized, data-rich reports that eliminate the need to retype or re-dictate measurements and other modality-driven data.



Figure 32. PowerScribe customers see improvements across the board post-implementation

Further, the proposed solution can integrate with the existing the County Fujifilm Synapse PACS and will be able to label, notify, and track abnormal results. It will be able to launch reporting from both PACS worklists and can import data from the PACS into a report (measurements, comparison dates, image bookmarks). The system can also send “tags” to the PACS indicating

Functional Requirement Questions	
	critical/attention needed and indicate the stage of the report – wet read, preliminary, on call, or signed final.
	The products proposed utilize Nuance’s proprietary Clinical Language Understanding (CLU) engine, a robust Natural Language Processing tool that uses Machine-Learning processes to improve the accuracy of returned text over time, improving both the quality of the reports created and the user experience. In addition, Nuance’s PowerScribe suite comes with a full-bodied set of reporting capabilities to support any data mining/aggregation efforts the County wants to undertake. For more information on reporting capabilities, please refer to General #11 .

RTPDI

Functional Requirement Questions	
1.	Describe the real-time passive visual feedback mechanism to providers regarding documentation quality outcomes, including diagnostic and procedure coding, as well as quality and safety indicators. Proposer is permitted to provide a visual response (e.g., screenshots) annotated with descriptions.

Dragon Medical Advisor for Inpatient Guidance provides a non-intrusive feedback mechanism in the form of an alert (seen with the red indicator in Figure 33, that informs the end-user of potential missed diagnoses, relevant information, and suggestions to improve the clarity of the note to aid in coding capture further in the DCCDIS process.

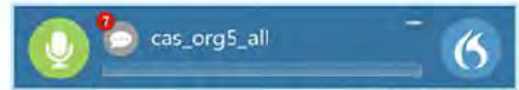


Figure 33. Actionable Feedback Alert

Please refer to the attached **3_Avoid Rework with Nuance Computer Assisted Solutions—Inpatient Guidance_Nuance**.

Surgical CAPD provides feedback and alerts within the application. For example, Figure 34 below shows automatic tree prompts that will drive documentation specificity:

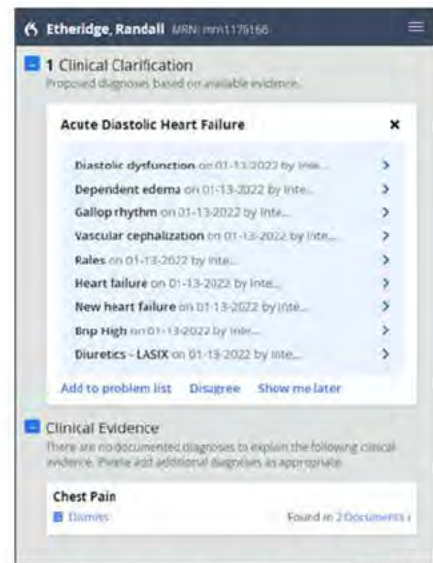


Figure 34. Inpatient Guidance Clarifications

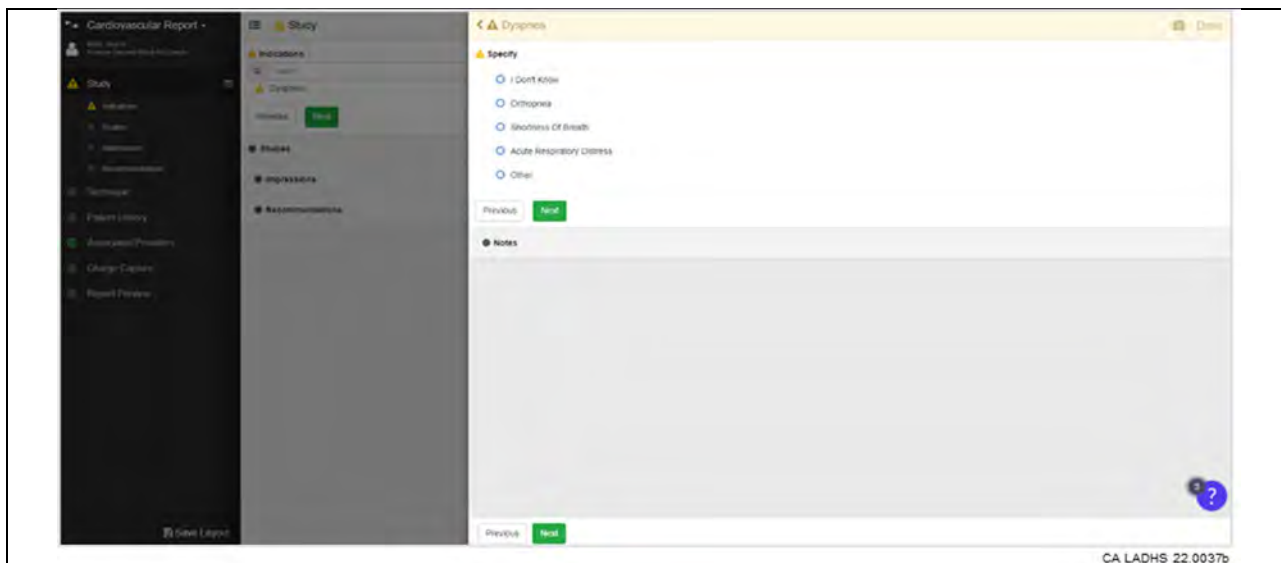


Figure 35. Surgical CAPD Specification Feedback Alert

Another example of Surgical CAPD’s feedback capabilities appears below. In this case a signature notification is issued to alert the surgeon that a report has been saved for which a signature is required and that there are still required elements to be completed.

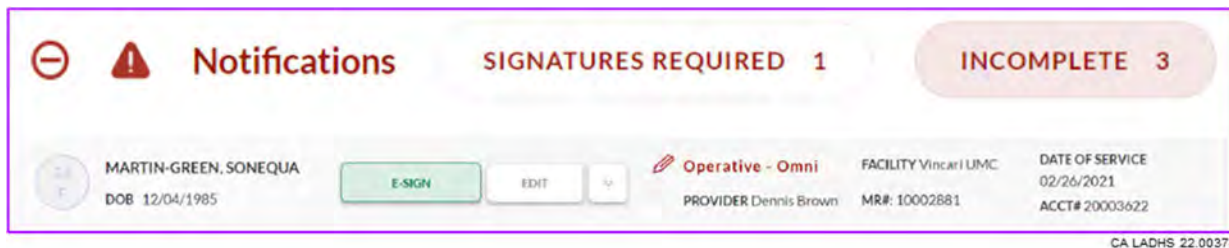


Figure 36. SCAPD alerts the Surgeon when a signature is needed to complete the operative note

Follow-Up Manager

Follow-Up Manager provides multiple ways to identify missing information on any given patient or group of patients by highlighting in red missing required fields, as well as providing the option to pre- or post-check a batched list to assure easiest timing for updates. This allows the users to easily repair any missing information either before or after submission and resend automatically.

CDE One

CDE One provides visual indicators regarding documentation quality outcomes, including diagnostic and procedure coding, as well as quality and safety indicators:

Red flag—A red flag is displayed when there is a Clinical Language Understanding (CLU) suggested code related to the following:

- CC, MCC codes in the CC/MCC column. The tooltip on the flag displays count of suggested codes only.
- Procedure codes in the PROC column. The tooltip on the flag displays count of PROC codes.
- HAC, PSI, or Quality Measure codes in the Quality column. The tooltip on the flag displays the number of suggested quality alerts raised. See Figure 37 below.

RANK	ACCOUNT #	PATIENT NAME	ADMIT	PAYER	DRG	ELX	CDI WORKING REVIEW OR RECOVERED DX	D.O.	C.E.	CC/MCC	QUALITY	PROC	SCR	RCM	CLARIFICATION STATUS	VRST TYPE	FOLLOW-UP	NOTES	STATUS
1	ACC123AD0201	Wallace Tina	05/27/2021	BCBS	603	NA	Cellulitis, unspecified localized edema v4	0	4	CC 0 MCC 0	0	0	1	1	1	1			Untrouche
1	ACC123AD0201	Brook Katrina	05/05/2021	Medicare	392	NA	Nausea with vomiting, Type 2 diabetes w d... +10	0	2	CC 0 MCC 0	0	0	1	1	1	1			Untrouche
1	ACC115AD0201	Easterling Joseph	05/27/2021	Medicare	204	NA	Other forms of dyspnea Cough +4	0	2	CC 0 MCC 0	0	0	1	1	1	1			Untrouche
1	ACC115AD0201	Easterling Joseph	05/27/2021	Medicare	204	NA	Other forms of dyspnea Cough +4	0	2	CC 0 MCC 0	0	0	1	1	1	1		Does this note...	Untrouche
1	ACC134AD0201	Giam Arja	08/01/2021	Medicare	446	NA	Calculus of gallbladder	0	1	CC 0 MCC 0	0	0	1	1	1	1			Untrouche
1	ACC090000050	Taylor Holly H	02/22/2020	Medicare	195	NA	Pneumonia, unspecified	0	1	CC 0 MCC 0	0	0	1	1	1	1	1	11/19/2021	In Progress
2	ACC115AD0201	Easterling Joseph	09/17/2020	Medicare	204	NA	Shortness of breath Cough +5	0	2	CC 0 MCC 0	0	0	1	1	1	1			Untrouche
2	ACC108AD0201	Elphelge Randall	12/14/2021	Medicare	641	0	Purification of esophagus Malignant neoplasm... +2	0	4	CC 0 MCC 0	0	0	1	1	1	1			Untrouche
2	ACC123AD0201	Smith James	12/10/2021	Medicare	189	0	Pneumonia, unspecified Present onset of Infl... +12	1	0	CC 0 MCC 0	0	0	2	1	1	1			Untrouche
3	ACC123AD0201	Brook Katrina	12/10/2021	Medicare	392	041	Nausea with vomiting	0	7	CC 0 MCC 0	0	0	2	2	1	1	1	02/03/2022	In Progress
3	ACC123AD0201	Brigg Steven	09/04/2020	Medicaid	204	NA	Syncope and collapse	0	1	CC 0 MCC 0	0	0	1	1	1	1			In Progress
4	ACC000119067	Taylor Holly H	02/22/2020	Medicare	890	NA	Urinary tract infect... Hyper-volemia and... +1	0	1	CC 0 MCC 0	0	0	3	2	1	1			In Progress
4	ACC0143D0012	Williams Terri T	02/22/2020	Medicare	983	NA	Urinary tract infect...	0	0	CC 0 MCC 0	0	0	1	1	1	1			In Progress

Figure 37. Red flags show the CDI team where suggested codes exist

You can resolve the alerts by selecting appropriate options displayed in the Quality Alert dropdown. When all the quality alerts are resolved, a green check is displayed.

The screenshot shows a patient's record for Smith, James, admitted 12/10/2021. The Quality Alerts section is divided into Working Review and Possible Review. The Working Review section lists alerts such as 'Pneumonia, unspecified organism' (A.HV) and 'Urinary tract infections, site not sp...' (A.C). The Possible Review section lists alerts such as 'Acute respiratory failure with hyp...' (A.HC) and 'Pneumonia, unspecified organism' (A.HV). Each alert has a dropdown menu for selecting a code and a star icon indicating a target diagnosis. A 'Quality alert' label is visible next to one of the alerts.

Figure 38. The CDI team can resolve alerts all in one workspace

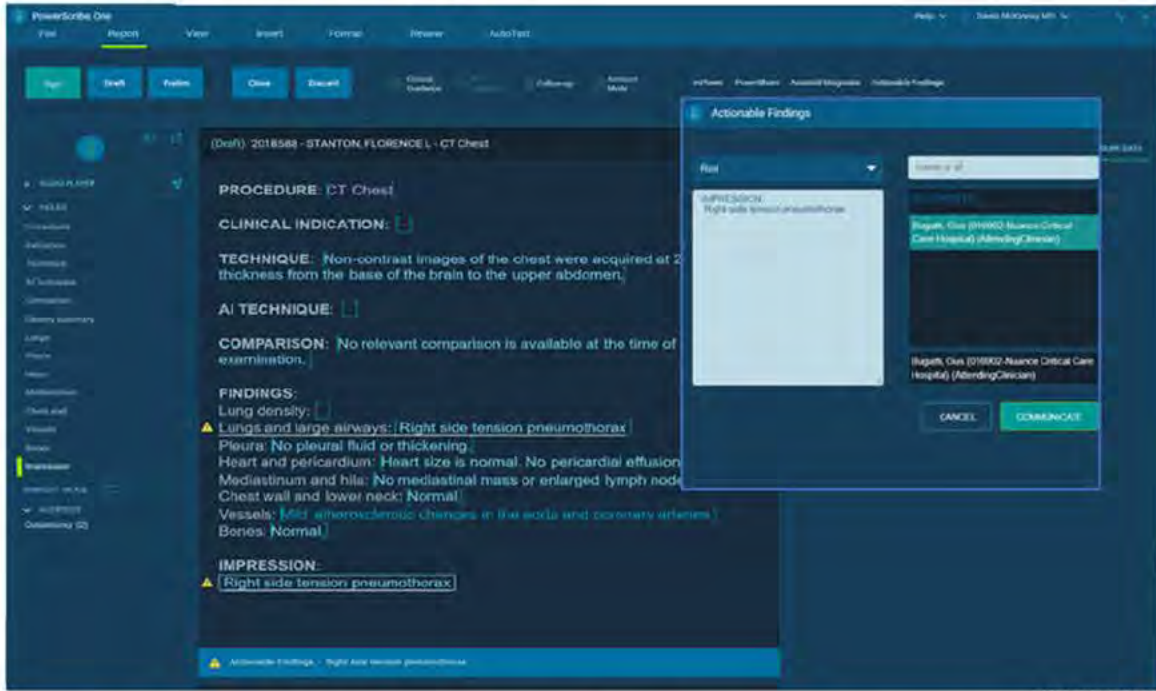
- **Star icon**—A star icon is displayed next to a primary diagnosis code indicates that the primary diagnosis code is a target diagnosis ICD-10 code. This code can either be manually added or CLU suggested.
- **Readmission flag**—If the patient is readmitted within the 30 days of the discharge date, a readmission flag displays next to the Admit date. The flag is also visible in the Patient banner page and Print Encounter Summary page.

PowerConnect Actionable Findings

With PowerConnect Actionable Findings, the advanced language processing will identify a possible actionable finding that needs follow-up are flagged with a yellow triangle as shown in Figure 39 below. You can then use a voice command to launch PowerConnect Actionable

Functional Requirement Questions

Findings – or click on the menu option – to bring up a dialog box within the main screen and select the acuity and ordering clinician from the drop downs. The impression and recommendation are automatically captured.



CA LADHS 22.00371

Figure 39. Actionable Findings Identifying and Notifying the Ordering Physician of Potential Follow-ups

ModLink

ModLink accepts DICOM SRs and HL7 messages, translates and normalizes values per department specifications, and forwards the translated values to a voice recognition system via an API message. The normalized data seamlessly flows into appropriate fields in the final report, automatically conforming to site-specified standards for size and weight measurements, dates, decimal places, etc., along with alerts for out-of-range values.

RTPDI, VR AND CACDI

Functional Requirement Questions	
1.	If a content library for macros or templates is available for the VR and/or RTPDI and/or CACDI Solutions, describe the content library and its features.

Dragon Medical One (DMO)

Building a content library with templates and macros is a powerful aspect of DMO. Templates can be created by the end-user or by a system administrator. Templates can be shared between users, or an administrator can share templates with groups of users from a simple web-based management console. The commands that are available will vary



depending upon where the cursor is located. For example, if the cursor is inside an editable text field, all text editing functions will be available verbally. The command "What can I say?" will cause DMO to display a list of valid control options for that particular control.

DMO can be customized with templates and macros to further automate the workflow process. Templates and macros are voice-enabled for auto retrieval and execution. The system administrator can add words and phrases to the vocabulary and delete words from it. This might be necessary if words or phrases are repeatedly misrecognized; for example, your users frequently describe the drug Xanax and recognition has been problematic.

DMO supports auto text-based templates that improve the documentation efficiency. Our professional services team can supply EMR-specific templates based on your need. The system also allow creation your own auto text by administrators in Nuance Management Center, as detailed in Figure 40 below, and end users in DMO, as detailed in Figure 41 below.

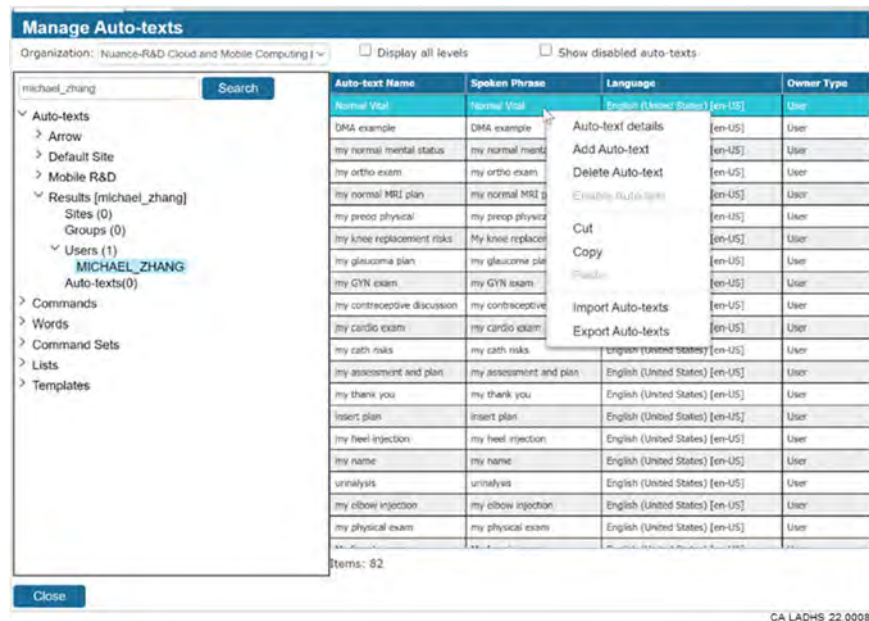


Figure 40. DMO allows the end-user to manage their auto-texts in the application directly

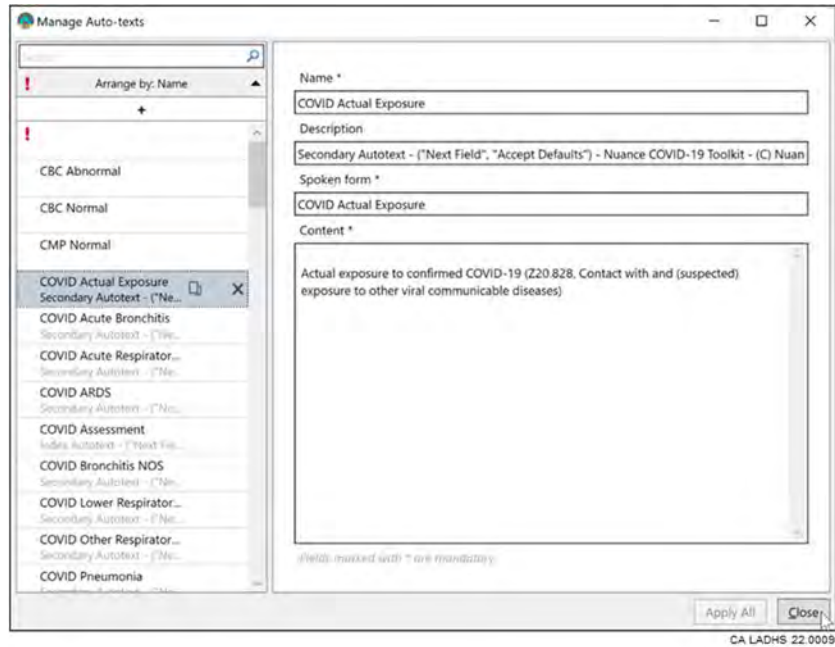


Figure 41. Example of DMO auto-text creation

PowerScribe One

The solution supports structured reporting with user-designed templates that auto-populate the dictation window when the report is initiated. These templates may be defaulted by procedure code, age, gender, and patient disposition. Each template may contain a series of fields (both fill-in and merge fields) in addition to pick lists within the fields that may be used to trigger lengthy text for common findings.

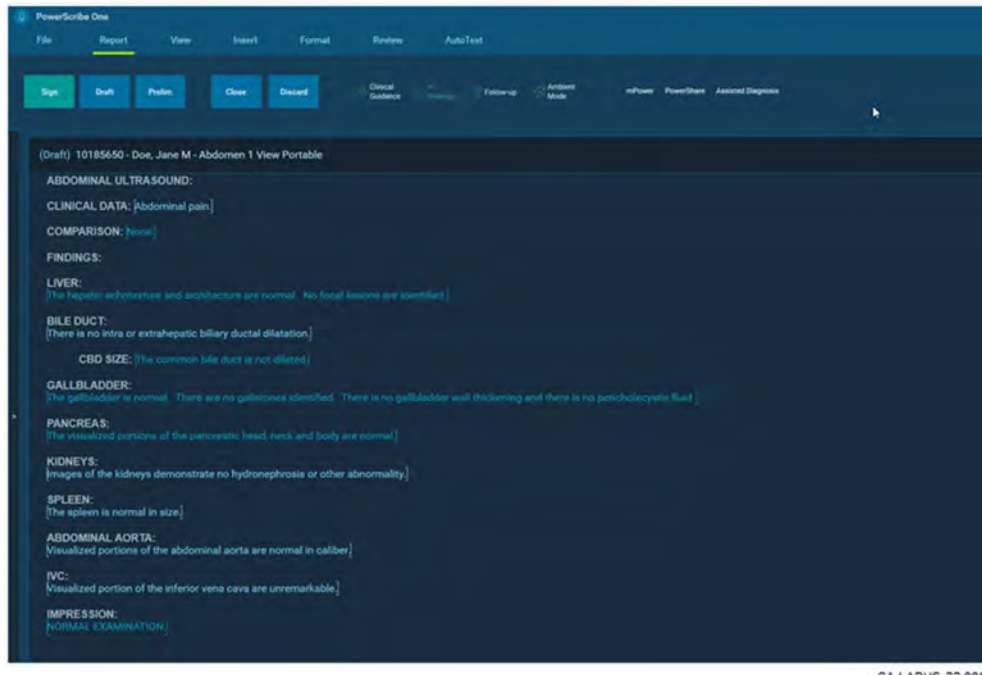


Figure 42. PowerScribe One has built-in templating options to support all reporting methods

The up-front work in preparing the templates for PowerScribe may be extensive. However, with the administrative training and optimization services provided by our team, these templates have the enormous potential to accelerate radiologist performance by focusing on exception-based reporting.

Surgical CAPD

Surgical CAPD provides standard report templates for new providers: ENT, General Surgery (GS), Neuro, OB-GYN, Orthopedics, Plastics, and Urology. Surgical CAPD also allows you to easily create custom report templates with pre-populated field values for procedures that you document often.

CDE One

The CDE One application is powered by the Clinical Language Understanding (CLU) engine. The methodology used by CLU includes:

1. **Medical terms to ICD-10 mapping**—An ontology consisting of medical terms (>1M medical concepts, 350 relationship types) linked to ICD-10 codes, a.o.
2. **Semantic Content**—Consideration of synonyms, homonyms, compound words and multiple spelling possibilities to make sure that the semantic content of a clinical document is correctly captured and translated into codified concepts.
3. **Domain Experts**—Logic derived from clinical domain experts
4. **Machine Learning**—Several industry standard automated learning tools are used including AI neural network, maximum likelihood modeling and others. These tools result in self-adjusted matching of computer behavior to specified needs for understanding natural and medical language.
5. **Rule Creation**—Tying clinical findings to strategies and diagnoses

CACDI and CAC

Functional Requirement Questions	
1.	Describe the auditing capabilities of the proposed CACDI and CAC Solutions, including, but not limited to, (i) capabilities related to tracking and responding to external audits (e.g., Recovery Audit Contractor [RAC]); (ii) ability to track and flag cases for specific audits; (iii) tracking of records involved in a DRG audit conducted by the Centers for Medicare and Medicaid Services or an internal audit conducted by DHS staff; (iv) tracking of the documentation changes, coding changes, and queries associated with a specific audit.

CDE One analytics allow for audits by CDI team member, Payer, location, date, or provider. The filter flexibility in Microsoft Business intelligence allows the end user to filter as desired. End users can create and add tracking codes for any follow up needs, the cases with the tracking codes are then easily identified in the analytics. Audit trail allows search of all cases reviewed by the CDI team for audits.

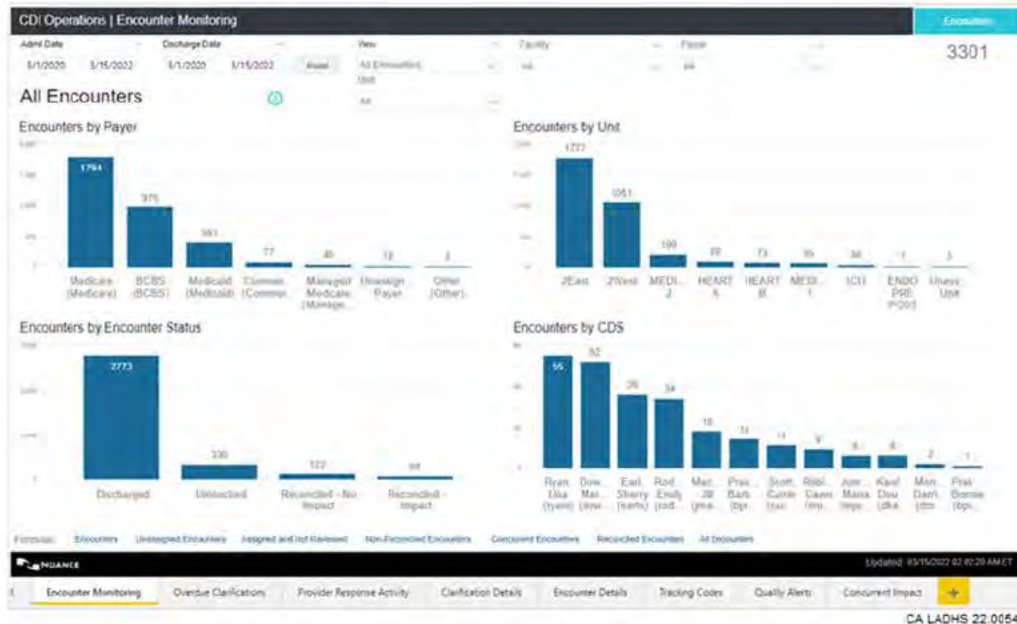



Figure 43. CDE One enables reporting/auditing across various filters

The external audit industry makes it imperative for our team to support our customers in the ongoing struggle associated with Denials Management. To provide such support, we are proud to introduce customizable denial management templates covering over 30 frequently denied diagnoses. These new tools will be easily accessed within their respective decision trees. While these documents are not intended to replace an appeal letter, they will ensure that all appropriate supporting documentation for the denied diagnosis is in fact located within the document and provide the appeals author with all the necessary information including but not limited to:

- Clinical Evidence
- Diagnostics
- Risk Factors

Functional Requirement Questions	
	<ul style="list-style-type: none"> • Treatment • Physician Impressions • Topic-specific supporting references such as the Official Guidelines for Coding and Reporting and/or AHA Coding Clinics • Appeals Recommendations • Physician Advisor findings/recommendation <p>The CAC solution is proposed with an optional Audit Module.</p> <ol style="list-style-type: none"> 1. Yes. The Audit Module provides tracking and reporting about the stages of an audit. 2. Yes. Audit workflow can be customized to track and flag certain cases for an audit. 3. The audit module only tracks internal audits. 4. Yes. The audit module tracks documentation changes, queries, shared notes, coding and DRG changes.

Functional Requirement Questions	
2.	Describe the patient safety capabilities of the proposed CACDI and CAC Solutions, including, but not limited to, capabilities related to identifying and tracking patient safety issues. Provide three (3) examples of patient safety issues that the proposed CACDI and CAC Solutions can identify in real time.
	<p>With CDE One, patient safety is at the forefront of care that creates a focus on Quality. With improved efficiency, the CDI team will have more time to focus on high priority quality initiatives like Patient Safety Issues (PSIs), HACs, and Core measures.</p> <div style="display: flex; align-items: center;">  <div style="margin-left: 20px;"> <p>PSIs are identified by the Engine for the CDI to review for exclusion/inclusion criteria, the tool reviews for the Agency for Healthcare Research and Quality safety indicators. Three examples of AHRQ PSIs in scope of tool are below.</p> <ul style="list-style-type: none"> • Pressure Ulcer • Accidental Puncture and Laceration • Post Operative Sepsis <p>Elixhauser comorbidity index is also identified to assist CDI with inclusion of comorbid conditions that impact mortality.</p> <p>The CAC solution can support PSIs and HACs within the application. Other safety measures such as Potentially Preventable Readmissions (PPRs), Potentially Preventable Complications (PPCs) and All Cause Readmissions (ACRs), are typically licensed as a specialty grouper as part of the encoder.</p> </div> </div>

CACDI

Functional Requirement Questions	
1.	<p>Describe the documentation lifecycle for the proposed CACDI Solution. In addition, describe how the proposed CACDI Solution: (i) highlights specific documentation that needs to be addressed (OR, ED, specialties, Labor and Delivery [L&D]), including scanned documents; (ii) determines that required documents for encounters are present and complete prior to adding the encounter to the review queue; (iii) automatically reviews documentation as it is completed; (iv) alerts the users when all necessary documentation is available so that the encounter can be reviewed; (v) identifies late arriving documents (after record has been coded) and the related user alerting mechanisms; (vi) identifies addenda and the related user alerting mechanisms; (vii) identifies and flags cases that are missing required documentation and the related alerting mechanisms; (viii) identifies and alerts the user of copy/paste in documentation; and (ix) presents documentation clarifications directly within the EHR System, including within the provider workflow, and allow the provider to respond and automatically update the documentation. The foregoing lists DHS' specific concerns with documentation handling and is not intended to limit the Proposer's response. Proposer should provide a detailed description of how the proposed CACDI Solution manages documentation at each step of the coding process.</p>
<p>The documentation lifecycle for the proposed CACDI Solution is as follows:</p> <p>CDE One receives documents from Medical Document Management (MDM) and/or Observation Results (ORU) interfaces. The documents are passed through a number of services, one of which is our CLU AI engine that finds ICD-10-CM and PCS stated diagnosis and procedures as well as clinical indicators, risk factors, and treatments supporting the stated diagnoses and procedures. The CLU AI engine also identifies clinical indicators, risk factors, and treatments indicative of diagnoses NOT stated in the documentation.</p> <p>CDE One requires a minimum of an H&P document and a single progress note document and 24 hours post-admission to trigger the encounter to be placed on the CDI prioritized worklist, although all documents including OR, ED, specialties, Labor and Delivery (L&D) are consumed and processed in near real-time by the CLU AI Engine and presented to the CDI in the CDS</p>	



Functional Requirement Questions	
<p>Assistant. Preliminary documents are marked as such and updates to a document are received and processed. All codable and non-codable documents can come inbound.</p> <p>All documents with and without CLU AI engine-found evidences are presented to the CDI where they can view the highlighted evidences, copy evidence to their worksheet, and copy CLU AI engine found codes to their working and/or possible code review lists.</p> <p>The CDS Assistant includes features to search for terms across documents, bookmarkers, visual cues for documents not yet read, and various sorting mechanisms.</p> <p>Documents continue to flow inbound during the patient stay, after discharge, and post coding-there are no constraints.</p> <ol style="list-style-type: none"> i. CDE One and the CDS Assistant is agnostic and flexible to documents to be addressed; all documents are consumed and presented to CDI for evaluation. CDE One does not consume scanned documents unless those documents have been processed and converted to text using OCR technology. ii. CDE One requires a minimum of an H&P document to cause the encounter to be placed on the review queue. iii. Every document is automatically consumed and processed by the CLU AI engine and presents that documentation with highlighted evidence as it is completed in the CDS Assistant. iv. Only the H&P and a single progress note documents are required for CDI to begin the initial CDI review and become available on the CDE One prioritized worklist. The prioritized worklist includes information for CDI including counts of CLU AI engine identified CCs, MCCs, procedures, as well as Documentation Opportunities where the CLU AI engine found clinical indicators, risk factors and treatment indicating a diagnosis-ripe for a clinical clarification (query) to the physician. Encounters are prioritized based on these factors as well as other factors such as overdue clarifications. Encounters that are yet to be reviewed AND containing CCs, MCC, Procedures and Documentation Opportunities are ranked highest in the prioritized worklist. 	<p style="text-align: center;">Figure 44. Proposed CDI workflow. Refer to our response in General-5 for more information.</p>

Functional Requirement Questions	
	<p>v. Encounters with late arriving documents AND those documents contain additional documentation improvement opportunities are ranked higher in the prioritized worklist than those encounters with no opportunity for clarification.</p> <p>vi. Addenda are treated the same as any other document from a CLU AI engine perspective. If the addendum is sent with a new document ID, it is treated as a new document. If the document has the same document ID, we will update the existing doc with the new text. Updated documents by way of an addendum are flagged with “updated” in the CDS Assistant. If the CLU AI engine finds evidence in addendum documents, that encounter will be ranked higher in the CDI’s prioritized worklist.</p> <p>vii. CDE One includes the Post-Discharge Review worklist. This worklist automatically identifies encounters that lack a Discharge Summary, among other criteria such as unresolved clarifications, no reimbursable secondary diagnosis, unresolved HACs, etc.</p> <p>viii. CDI can use the CDS Assistant cross-document text search to identify over copied content between documents, as well as documents missing restating diagnoses.</p> <p>ix. Documentation clarifications are presented electronically to the physician via Cerner’s Message Center as a “CDI Query”. The physician replies to the query with their response. The clarification response is saved to the chart automatically, and the response is collated with the original clarification sent by CDI in CDE One. No copying and pasting is necessary between Cerner and CDE One. The response is available in the CDE One workflow “Clarifications” screen and also made available in the CDS Assistant.</p> <p>Note: In 07. Appendix E.1 (Functional Requirements Yes No) requirement B46 states that the CACDI functionality shall allow for CDM integration as required. Nuance will note that CDE One does not fill this functionality as it is not relevant to the Clinical Documentation Integrity stage in the medical documentation process. The Charge Description Master is involved in the coding stage, and thus will be integrated with the CAC.</p>

Functional Requirement Questions	
2.	Describe how the proposed CACDI solution prioritizes and assigns work.
	<p>The CDE One prioritizes all encounters by placing those with the most opportunity for documentation improvement at the highest ranks. This allows CDI to be focusing on the right encounters at the right time and not wasting valuable time combing through documentation.</p> <p>Configurable prioritization logic—The prioritization algorithm can be customized for each facility allowing each organization to meet its goals and focus in on areas of improvement critical to its success.</p>

The screenshot displays a software interface titled "Functional Requirement Questions". It features a table with columns for patient information and encounter details. The table includes columns for "Patient ID", "Encounter Date", "Location", "CDI", "ICD", "ICD-9", "ICD-10", "DRG", "CC", "CC-ICD", "QDQV", "PINC", "AD", "PDR", "CLASSIFIED", "SUSP", "FOLLOW-UP", "REVIEW", and "STATUS". Several rows in the table have a red flag icon in the "CDI" column, indicating specific issues or suggestions. The interface also includes search bars, filters, and navigation icons.

Figure 45. Red flags show the CDI team where suggested codes exist

Customizable worklist—Because each user is different, the CDE One prioritized worklist allows users to customize their prioritized worklist based on information important to them.

CDE One includes an auto-assignment tool where encounters can be automatically assigned to specific CDI team members based on various rules such facility, unit, CLU AI engine found DRG, among others. Time off can also be entered so that encounters are not assigned to a CDI team member that will not be working that day.

These features have a proven track record of leading to the following benefits:



Boost in CDI productivity—Because CDI works from a prioritized list, there is no time wasted on encounters with no opportunity for improvement. Clients may also gain efficiency because the CLU will surface known and unknown diagnosis found in the documentation.

Increase number of reviews-per-day—By surfacing found diagnosis and PCS codes CDE One saves the CDI team time during encounter reviews.

Functional Requirement Questions	
3.	Describe the proposed CACDI Solution's documentation query generation process, query tracking capabilities and customizability of query structure and content. Describe how it monitors the status of queries and identifies opportunities for a query. List the proposed CACDI Solution's top 20 documentation queries.

The proposed CACDI solution, CDE One, includes a robust set of functionalities that cover query creation, tracking, and reporting, including the ability to send them electronically to DHS physicians into the Cerner Message Center and responses making the round trip electronically into CDE One.

CDI adds codes from the CDS Assistant into to “Possible Review” and with a single click begins to build the clarification in the CDE One Clarification screen. Fields such as sending CDI team member, code description, and attending physician are automatically populated. The CDI member selects the clarification type (e.g., PDX) causing a clinically compliant clarification template to populate. The CDI member adds the necessary clinical indicators, risk factors, and treatments to the clarification, and clicks “Send”. No copying and pasting is necessary between Cerner and CDE One.

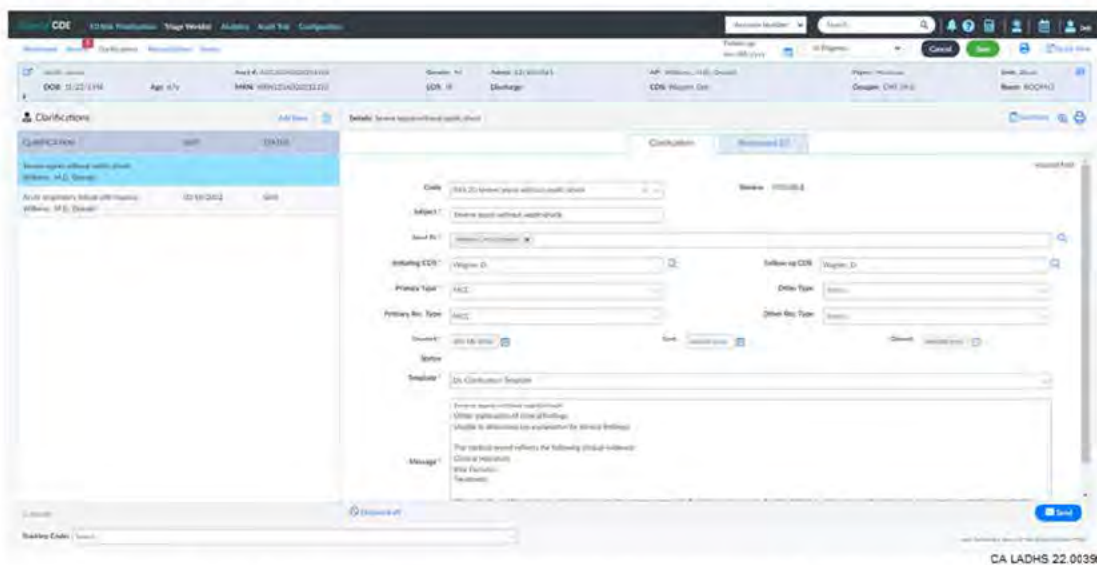


Figure 46. CDE One allows for quick queries to providers to improve clinical documentation


The clarification is sent electronically to the physician. Documentation clarifications are presented electronically to the physician via Cerner’s Message Center as a “CDI Query”. The physician replies to the query with their response. The clarification response is saved to the chart automatically, and the response is collated with the original clarification sent by the CDI team member in CDE One. The response is available in the CDE One workflow “Clarifications” screen and made available in the CDS Assistant.

CDI can send multiple instances of a clarification to multiple physicians. Each clarification is tracked for sent date, response date, code, type, etc.

	Functional Requirement Questions
	<p>The CDE One prioritized worklist provides a column depicting status of clarifications include overdue clarifications. Encounters with overdue clarifications are prioritized higher for follow up than those without an overdue clarification.</p> <p>CDE Analytics provides reporting on physician response rates, turnaround time, codes, etc.</p> <p>Here is an example of the top 20 queries from a hospital currently using CDE One:</p> <ol style="list-style-type: none"> 1. A419 Sepsis, unspecified organism 2. E43 Unspecified severe protein-calorie malnutrition 3. G9341 Metabolic encephalopathy 4. J9601 Acute respiratory failure with hypoxia 5. N179 Acute kidney failure, unspecified 6. J9611 Chronic respiratory failure with hypoxia 7. D62 Acute posthemorrhagic anemia 8. A4189 Other specified sepsis 9. U071 COVID-19 10. J9621 Acute and chronic respiratory failure with hypoxia 11. D6832 Hemorrhagic disord d/t extrinsic circulating anticoagulants 12. T83511A Infection and inflammatory reaction due to indwelling urethral catheter, initial encounter 13. R6511 SIRS of non-infectious origin w acute organ dysfunction 14. E6601 Morbid (severe) obesity due to excess calories 15. E440 Moderate protein-calorie malnutrition 16. G92 Toxic encephalopathy 17. I5031 Acute diastolic (congestive) heart failure 18. R6520 Severe sepsis without septic shock 19. I5033 Acute on chronic diastolic (congestive) heart failure 20. J1282 Pneumonia due to coronavirus disease 2019 <p>Note: In 07. Appendix E.1 (Functional Requirements Yes No) requirement C10 states that the CAC functionality shall autosuggest queries as required. Product research conducted with existing customers suggests that this functionality leads to a massive amount of junk queries being sent to providers, leading to wasted time and an increased chance of inaccurate coding being passed through the CDI/coding process.</p> <p>Nuance’s Inpatient Guidance product will offer the provider real time documentation advice to ensure diagnoses are in a format that can be coded. Nuance CDE One product offers clinical evidence to support the CDI query process. We do not automate this, to allow for only queries that have value to be sent to provider. Our goal is to improve the provider experience by limiting time wasted allowing them to focus more time on their patients.</p>

Functional Requirement Questions	
4.	Describe the proposed CACDI Solution's capabilities to use key indicators, such as Length of Stay, Complications and Major Complications to provide information on what risk model categories are affected by each case.
<p>CDE One leverages the CLU AI engine to identify key indicators with the most potential opportunity for documentation. The prioritization logic takes many details into consideration for ranking the cases (i.e., new admissions with no CC/MCC, cases that have stayed beyond the GMLOS.) SOI and ROM can also be measured and ranked. Furthermore, PSIs are identified on the worklist as well as readmissions and Elixhauser co-morbid conditions codes to impact a hospital's quality scores used by U.S. News and World Reports top hospital rankings.</p> <p>These same data are used in the Mortality worklist where CDI can review the encounter for SOI, ROM, CC/MCCs, quality (PSIs), etc.</p> <p>All patient demographics, DRG, GMLOS, codes, CC/MCC flags, and for APR payers-SOI/ROM can be sent via an HL7 message to your risk modeling solution.</p>	
<div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 60%;"> <p>10% average CMI improvement compared to 5% national average</p> <p>37% average improvement MCC capture compared to 24% national average</p> <p>2x average dollars/Medicare case \$1081 compared to national average of \$542</p> <p>50% Mortality ratings improvement compared to pre-implementation performance</p> <p><small>Source: CareChex, CA LADHS 22.0055</small></p> </div> <div style="width: 35%; text-align: center;"> <p>Figure 47. CDE One leads to improvements in CDI statistics</p> </div> </div>	

CAC

Functional Requirement Questions	
1.	<p>Describe the documentation lifecycle for the proposed CAC Solution. In addition, describe how the proposed CAC Solution: (i) prompts the end user that all necessary documentation is present to begin the coding process (ii) identifies and segments documentation included by status (e.g., final, on hold, pending), (iii) allows for specification of what documentation is required to code a particular account type, and only present the case for coding once the designated record set is complete; (iv) alerts coders when there is missing or incomplete documentation required to code a particular type of account, as well as when the documentation becomes available; (v) identifies documents created or available after the original case is coded as late arriving, and route for review and/or action as defined; (vi) identifies documentation addenda, and routes for review and/or action as required; (vii) identifies any duplicate documentation received, such as copy/paste in documentation; and (viii) identifies the principal diagnosis for inpatient cases and the primary diagnosis for outpatient cases. The foregoing lists DHS' specific concerns with documentation handling and is not intended to limit the Proposer's response. Proposer should provide a detailed description of how the proposed CAC Solution will manage documentation at each step of the coding process.</p>
<p>After submitting the claim, the amount of time that the CAC will retain the charts is configurable with the average retention time being three years. The variable consists of storage space.</p> <div style="display: flex; align-items: center;">  <p style="margin: 0;">The below descriptions on how our proposed CAC solution address requirements are presented using the order of County solution lifecycle requirements (above):</p> </div> <ol style="list-style-type: none"> i. The workflow is very configurable and can be set to prompt, among many other events, that the presence of necessary documentation is in the chart to begin the coding process. ii. Documentation can be both identified and segmented by displayed statuses including the statuses of "final", "on hold", and "pending". iii. The presence of a specific, required document can trigger workflow to code a particular account type. iv. Documents that are required to code specific chart types can be configured in the client workflows. Once all required documentation is present, the chart will automatically enter into workflow. If a coder has placed a chart into a Pending status to await documentation, CAC will alert coders when a document becomes available and will alert to the presence of potential codes that could impact the DRG. v. The system will identify and signal documentation that is created or available after the original case is coded as late arriving and can trigger a workflow to route the documentation for review or other defined action. 	

Functional Requirement Questions	
vi.	As long as the EHR sends the addendum labelled as such, the system will identify documentation addenda, and route it for review and/or any configured action.
vii.	Although the CAC will not identify duplicated documentation, it does offer a time saving document compare feature in which coders can select two documents and Dolbey's CAC will show the difference in color coded text.
viii.	Dolbey's CAC coding engine will suggest a DRG with diagnosis with principal assignment prior to a CDI involvement. However, for coders the system does not automatically suggest the principal or primary it will suggest diagnosis and procedures to the coder for validation and sequence assignment.

Functional Requirement Questions	
2.	Describe the proposed CAC Solution's documentation query generation process, query tracking capabilities and customizability of query structure and content. Describe how it monitors the status of queries and identifies opportunities for a query. List the proposed CAC Solution's top 20 documentation queries.
<p>The solution includes a closed-loop, end-to-end query generation system. The base solution is provided with pre-loaded queries; however, the solution provides a query editor which allows the end user to edit one of the pre-supplied queries or duplicate existing queries that have been internally reviewed or to make new queries.</p> <p>A code can initiate a query by utilizing a supplied drop down of providers by name/ID. They can name the query, pick a template, copy chart text, and delivery method, if given the privilege by the system admin.</p> <p>Queries are typically delivered to the Cerner in-basket where the provider can answer the query. The query answer and questions are returned to our team through an interface with Cerner.</p> <p>The CAC solution will notify an individual or group when queries are answered so that the chart can be re-opened if pended for query.</p> <p>All data in and around the query process are tracked and available for reporting, such time sent, by whom, when read, when answered, did it impact the DRG, did it impact chart revenue?</p> <p>CAC Top 20 Documentation Queries include:</p> <ol style="list-style-type: none"> 1. Abnormal H&H 2. Acidosis 3. Acuity 4. Afib 5. Alcohol and Drugs 6. Altered Mental Status Specificity 7. Asthma Severity and Acuity 	

	Functional Requirement Questions
8.	Atrial Flutter
9.	BMI over 35
10.	Blank Query Template
11.	Cerebral Edema
12.	Chest Pain
13.	CHF
14.	Chronic Respiratory Failure
15.	CKD
16.	Clarification of Signs and Symptoms
17.	Clarification of UTI
18.	Complication Clinical
19.	Complication Device
20.	COPD
	<p>Note: In 07. Appendix E.1 (<i>Functional Requirements Yes No</i>) requirement C10 states that the CAC functionality shall autosuggest queries as required. Product research conducted with existing customers suggests that this functionality leads to a massive amount of junk queries being sent to providers, leading to wasted time and an increased chance of inaccurate coding being passed through the CDI/coding process.</p> <p>Nuance’s Inpatient Guidance product solution will offer the provider real time documentation advice to ensure diagnoses are in a format that can be coded. Nuance CDE One product offers clinical evidence to support the CDI query process. We do not automate this, to allow for only queries that have value to be sent to provider. Our goal is to improve the provider experience by limiting time wasted, allowing them to focus more time on their patients.</p>

Functional Requirement Questions	
3.	<p>Describe how the proposed CAC Solution will interface with the encoder so that accepted changes in the CAC Solution are transferred to the encoder. Describe how the proposed CAC Solution resolves issues when there is different information in the encoder (e.g., PSI flag triggered in encoder but not in the CAC Solution or vice versa). Describe what data fields, if any, the proposed CAC Solution can update within the encoder.</p>
<p>The CAC product solution has an integrated encoder that can be launched in several ways with the most common method being to highlight a word or phrase in the documentation that the coder wants to search the encoder for. Once highlighted, the coder picks encoder for a presented menu. CAC passes the word or phrase to the encoder which launches into a search.</p> <p>Once the code is found and selected, the code along with the description and sequence pass back to the CAC application. Other data points shared through the integration include grouping, sequence, PSI indicators, HCC indicators, and edits. This bi-directional data flow makes sure the CAC application and encoder stay in sync.</p> <p>Once data had been sent into the encoder, for final grouping, a coder has the ability to change the following data fields:</p> <ul style="list-style-type: none"> • sequencing • LCD/NCD edits • POA status <p>Any changes made in the encoder will be sent back to CAC upon completion keeping both systems in sync.</p>	

Functional Requirement Questions	
4.	Describe how the proposed CAC Solution will allow the County to configure the DCCDIS to allow the CAC Solution to code repetitive, uncomplicated encounters (e.g., newborn admissions) and finalize records for billing without the need for coders to validate the diagnosis provided by the CAC Solution. Describe the requirements/thresholds that must be met in order to deploy this feature.
<p>Fusion CAC has a Direct-to-bill (Autonomous Coding) module that can be enabled for some ancillary patient types (labs and screening mammograms are examples). Autonomous coding is not turned on at initial go-live of the CAC solution. The requirements to deploy this feature include having approximately 90 days of post go-live data and accuracy rates approaching 100 percent. System reporting will reveal chart/patient types that are experiencing high levels of accuracy. Once activated for the selected chart/patient types, those charts are auto coded in Fusion CAC and sent straight to billing with no human intervention. Random auditing is suggested to assure maximum performance.</p>	

Functional Requirement Questions	
5.	<p>Describe how the proposed CAC Solution will identify auto-triggered procedure codes (CPT-4 and ICD-10 procedural classification system [PCS]) generated by the EHR System via clinical orders. Describe how the CAC Solution provides procedure codes (CPT-4 and ICD-10 PCS) based on clinical documentation. How does the CAC Solution interface with the Charge Description Master to identify order-triggered codes?</p>
<p>A discrete data interface is commonly implemented to bring over order-triggered procedures into the CAC system to be combined with suggested codes from the coding engine. Depending on chart type (IP/OP) the data would correlate to a CPT-4 or ICD-10 code or both. The Fusion CAC system works with the Charge Description Master via a hard charges interface. Hard charges will feed into the Dolbey CAC product for either a) view only by coders or b) view/edit by coding. CPT and HCPCS modifiers are supported by a look up table for all level I and II. Each coding abstract, coders will enter the appropriate modifier although not suggested by the coding engine.</p> <p>Note: In 07. Appendix E.1 (Functional Requirements Yes No) C-20 The CAC functionality shall suggest Level I and Level II CPT modifiers, and Level II and II HCPCS modifiers, as required. The product allows for CPT and HCPCS modifiers but does not suggest such modifiers based on the complexity of determining the required modification in written language.</p>	



ATTACHMENT NO. 1
DHS Clinical Documentation Life Cycle and Workflow Diagrams

Overview

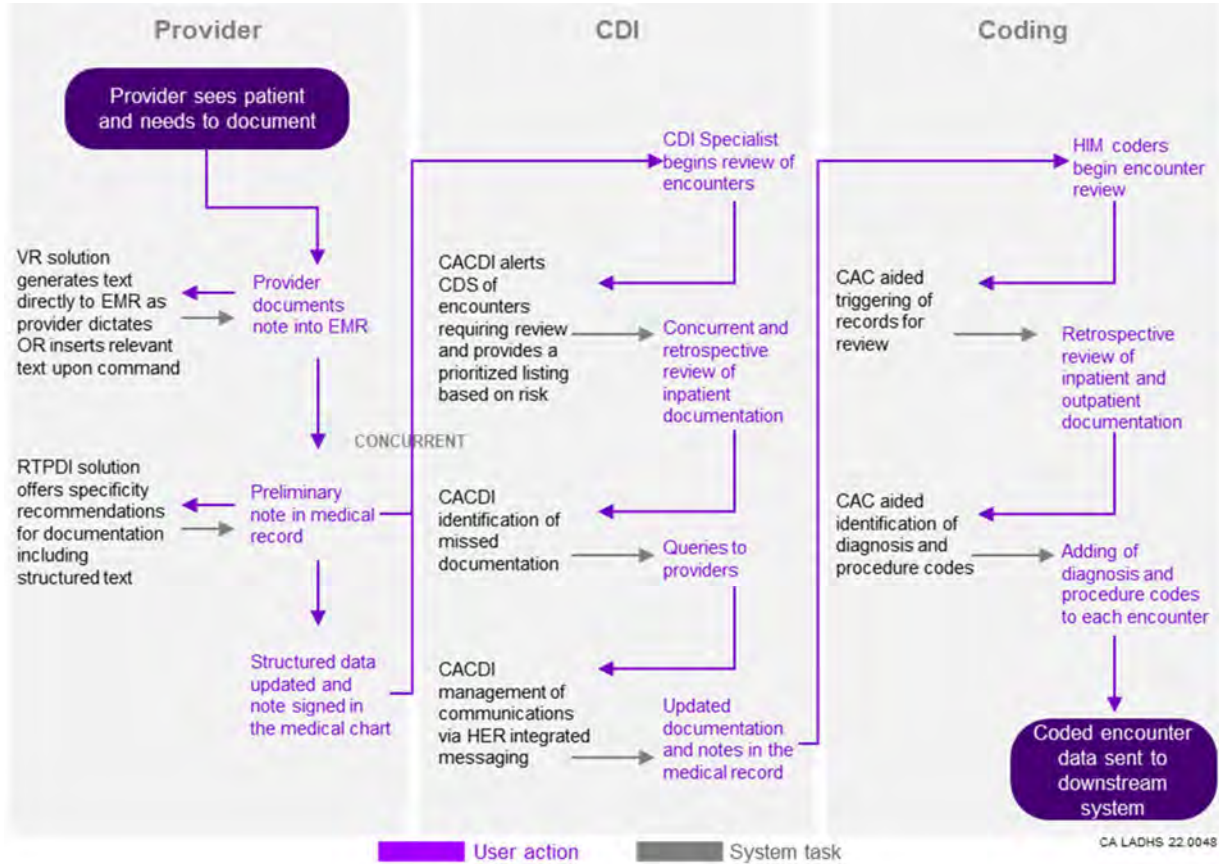


Figure 48. Documentation Life Cycle Overview

Provider Documentation

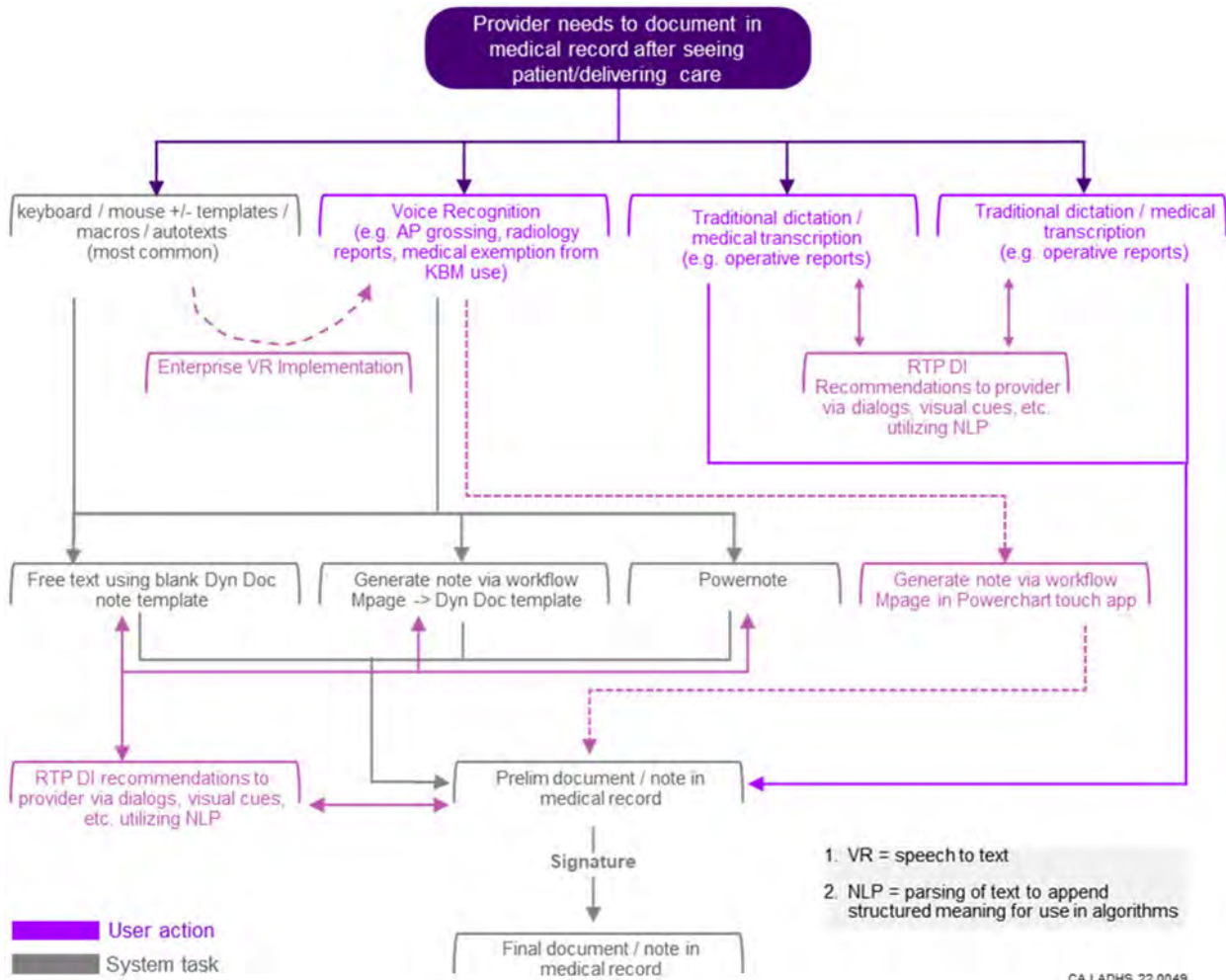


Figure 49. Provider Documentation

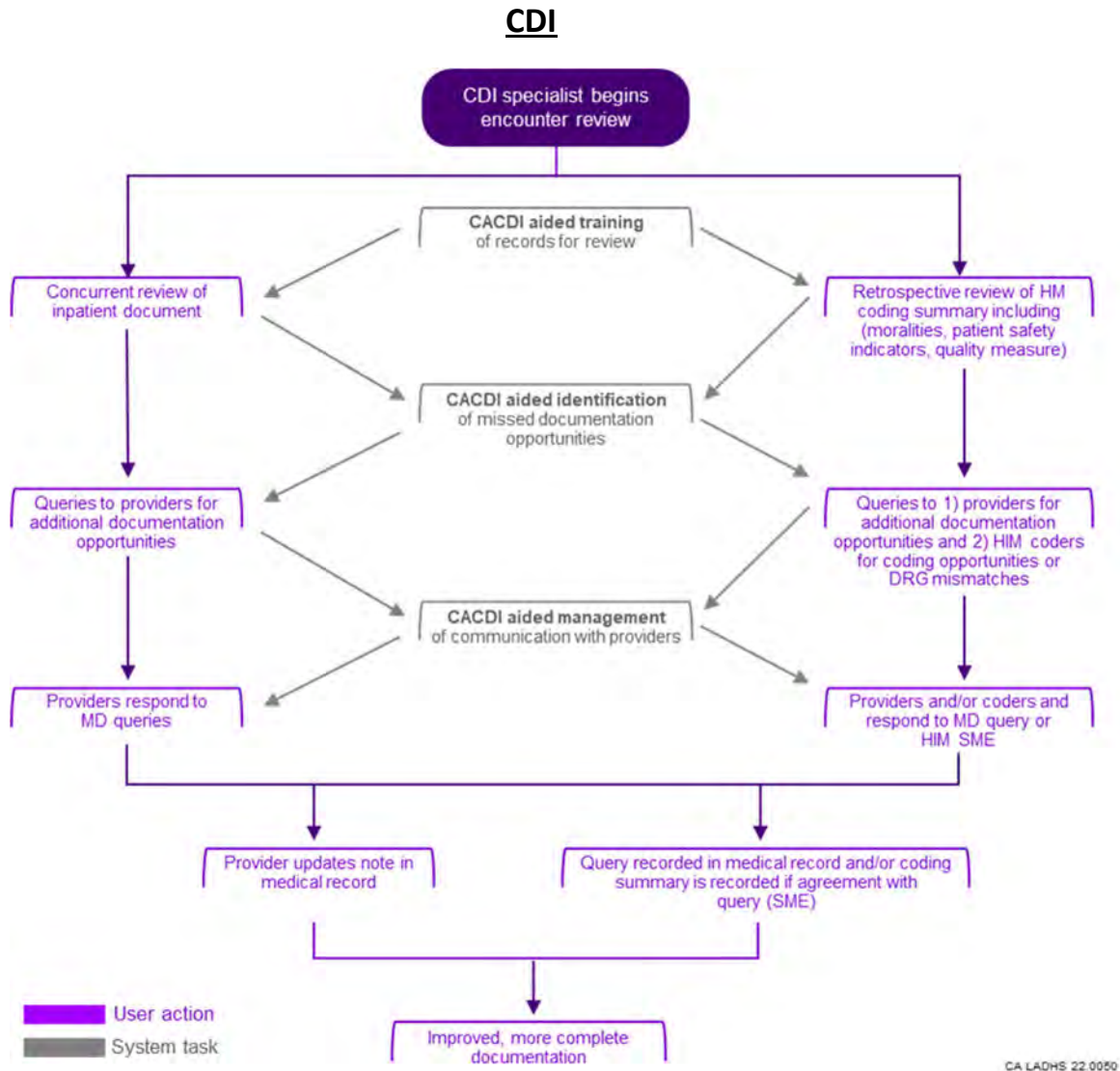


Figure 50. CDI

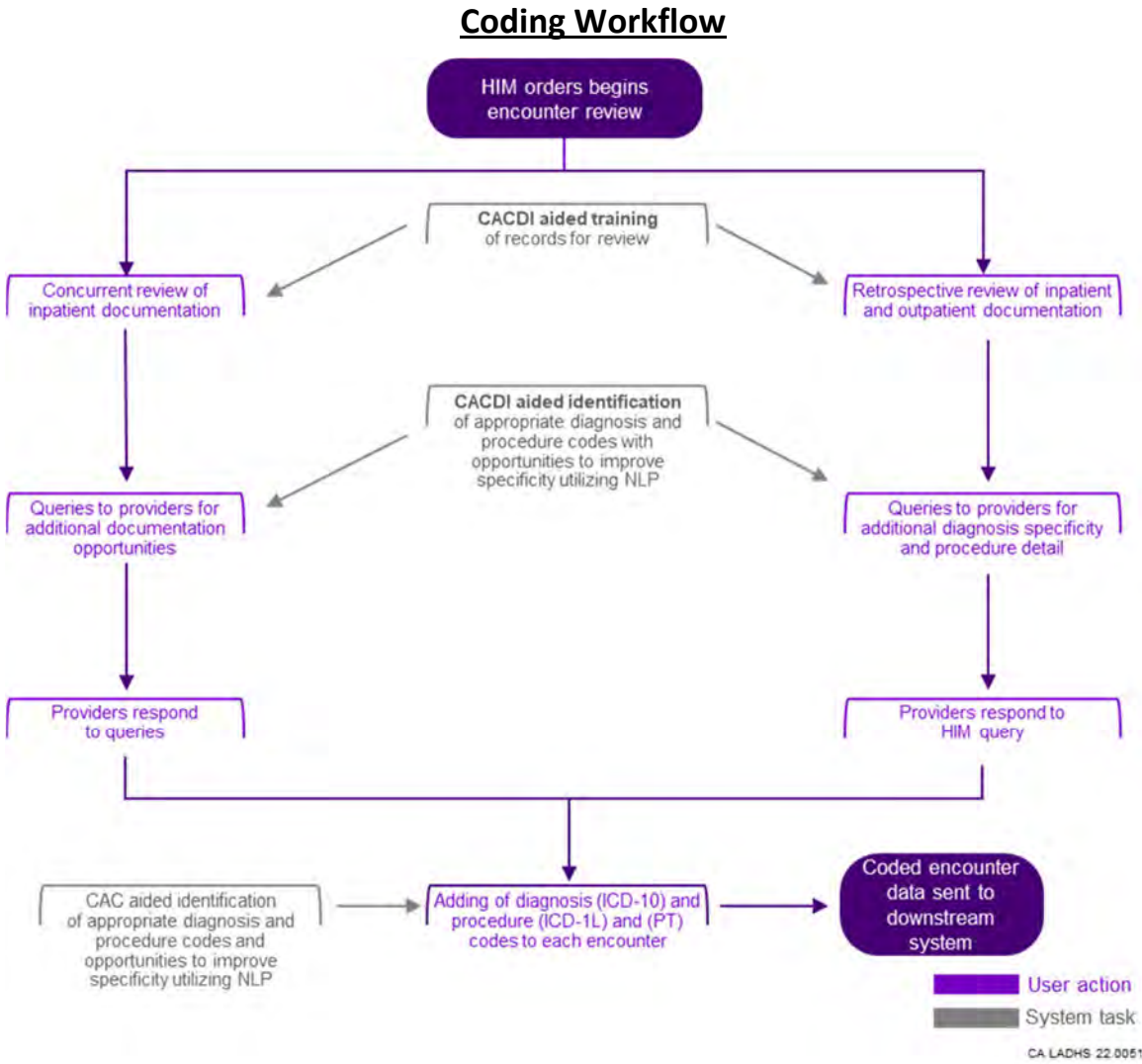


Figure 51. Coding Workflow

ATTACHMENT NO. 2

Coding Process Overview

Provider Documentation and Coding Process

- Confirms patient identify

- Enter details of patient encounter documentation
 - a. Type clinical documentation directly into ORCHID (e.g. H&P, progress notes)
 - b. Dictate clinical documentation for transcription and then interface into ORCHID (e.g. operative report)
 - c. Dictate clinical documentation into ORCHID via 3M Fluency (e.g. radiology report)

- Updates structured diagnosis and problem list (inconsistently done beyond 1 diagnosis)
 - At least 1 diagnosis is required for inpatient and emergency encounters, and for placing orders on outpatient encounters
 - These diagnoses and problems have ICD-10 codes associated with them, but providers generally do not think of this step as having to do with “codes” or “coding.” Providers think of this step as documenting ongoing clinical care of what diagnoses / problems a patient has.
 - Diagnosis assistant tool is available in ORCHID to provide additional ICD-10 specificity to provider-entered diagnoses, but is not consistently used

- **Although most providers dictate directly into ORCHID, there are many sub-systems that are being used by providers and may store valuable data/clinical information not interfaced to ORCHID

- Social Work
 - Document (type) directly to PowerChart, no dictation services, and do not utilize a sub-system
 - Utilize note types with specific formatting (e.g., Psycho-Social Assessment)
 - Some note types automatically pull in information from other documents or ORCHID Fields (e.g., SBIRT, Family Medical hx, Caregiver Name)
 - Type a Social Work Assessment Summary on last tab of Psycho-Social Assessment

- Nutrition/Dietary
 - Notes are entered (types) directly into ORCHID
 - Multiple note templates are used (e.g., initial notes, consult notes, brief notes, outpatient notes, inpatient notes) – no information is automatically pulled from other sources

- Gastro-Intestinal
 - Majority of documentation is entered (typed) into ORCHID
 - Endoscopy reports from Endoworks are sent to ORCHID (Endoworks will be replaced by gGastro)
 - Endoworks/gGastro is an integrated image manager/report writer

- Speech Therapy
 - Document directly (type) into ORCHID
 - Utilize templated note types

- OT/PT
 - Document directly (type) into ORCHID
 - Plan of Care are paper documentation that are scanned into ORCHID
 - Documentation in E-Consult are interfaced to ORCHID

- Cardiology
 - Clinic/Outpatient: PowerNotes or Dynamic Documentation (Dyn Doc) in ORCHID
 - Inpatient: Dynamic Documentation (Dyn Doc) in ORCHID
 - PowerChart CV
 - CV Workflow Manager (CVWFM – Software suite control center)
 - CVWFM launches reporting on Stress/Holter/CV Patch Monitors using PowerNote format
 - CVWFM launches ECG reporting via the Skyvue system
 - CVWFM launches Echo reporting via TomTec viewer and ASCEND reporting
 - CVWFM launches Cath/EP reporting via TomTec viewer and ASCEND reporting
 - MERGE records intraprocedural data, Rx, devices documented by RNs and this is sent as an "authenticated" PDF (?HL7) file and viewable under Results Review
 - (Skyvue, Tomtec, Merge (bought by IBM), ASCEND are all 3rd party products that Cerner incorporated into their CV package.
 - All processes (Skyvue, ASCEND, Powernotes) send authenticated notes viewable by all users under Results Review

- Pathology – Winscribe (Anatomical Pathology – dictation application)
 - Anatomic Pathology reports are dictated via PowerPath module (Cerner)
 - Lab results are interfaced into ORCHID when tests are resultued

- Monitoring Devices – Results from devices are interfaced or downloaded into ORCHID. Providers do not add documentation to the data from devices. Providers may incorporate results as part of their documentation.

- Dental Documentation (EHR) – Dental providers document directly into ORCHID. (Follow-up if providers can document in Dentrix or is it just an imaging repository).

- Obstetrics – Providers utilize all types of documentation templates in ORCHID such as Dynamic Documentation. In most instances, providers utilize a narrative form found in the following note types: H&P, Discharge Summary, Progress Notes, Operative Notes. Providers will also utilize direct data entry into discrete fields in ORCHID. Providers will also use iView, a system that allows entry of free text and data entry into discrete fields. The systems utilized by providers are all Cerner products and integrated into ORCHID.

- Pediatrics – In most instances, providers document directly into ORCHID. Providers will utilize the various templates and ad hoc forms available. Providers may also perform work related to other sub-specialties (e.g. gastro, cardio) and may utilize the systems and processes for the sub-specialty. Providers may also document in external systems such as EMHUB. These documents are scanned into ORCHID. Providers also review documentation from other systems such as DCFS and MCHAT as part of their clinical review process and medical decision making. The reviewed documents are eventually scanned into ORCHID.

- Enter orders into ORCHID
 - Order sets are used under certain circumstances

- Other orders are standalone
- Charges and codes:
- Meds: Charges dropped for administration, sometimes with a HCPCS code, always with an NDC code
- Labs: Charges are dropped for collection (phlebotomy) and test results, both with CPT codes
- Radiology: Charges are automatically dropped when radiology study performed with a CPT code
- Procedures:
 - Some facility and supply charges are generated from OR documentation.
 - Main Procedure is captured in SurgiNet
 - CPT codes based on physician selection(s)

Health Information Management Coding

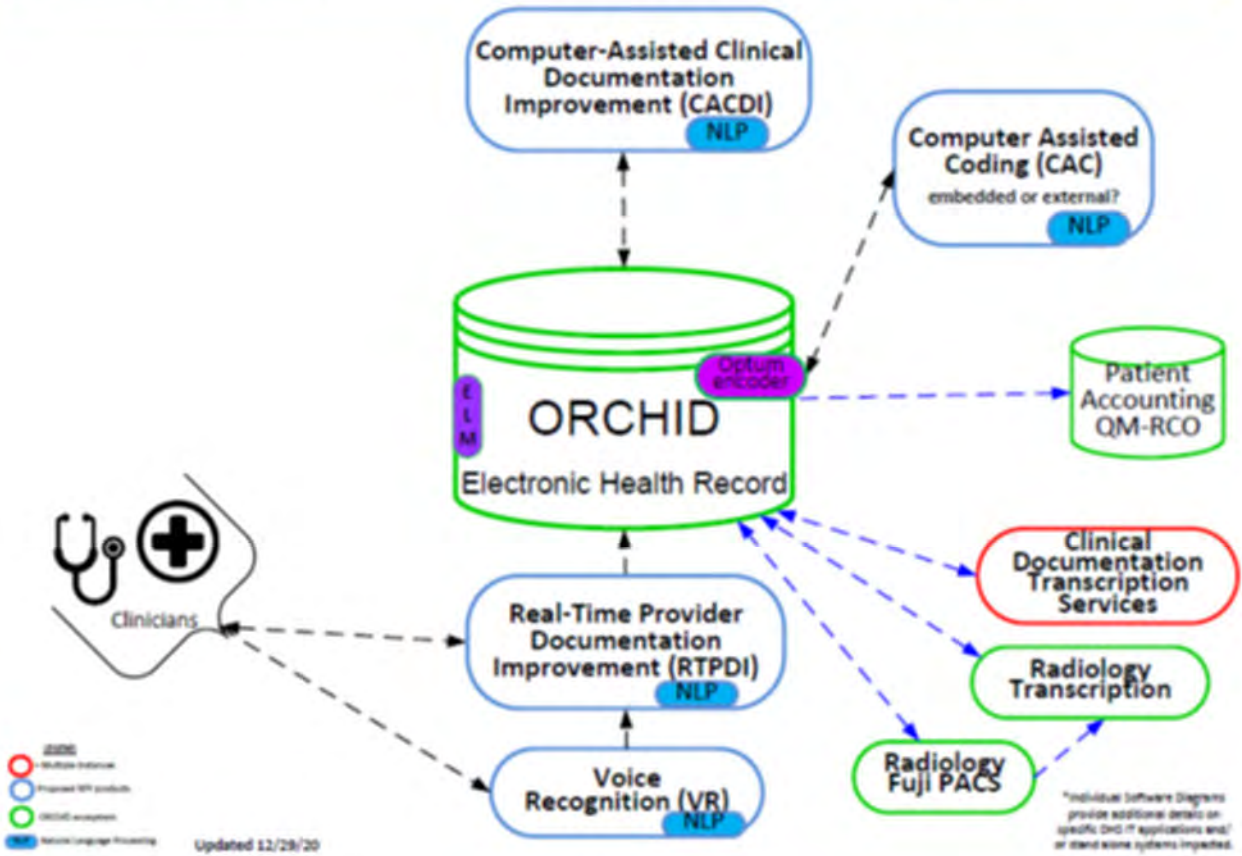
Identify and select record to be coded in ORCHID Coding Queue

- Launch ORCHID PowerChart to review clinical documentation for encounter
- Launch Optum Encoder
 - Diagnosis: Capture most specific diagnosis based on provider clinical documentation
 - Diagnosis: Identify Primary diagnosis (Outpatient) or Principal diagnosis (Inpatient)
 - Diagnosis: For inpatient cases, provide the appropriate Present on Admission (POA) indicator for each applicable diagnosis
 - Procedures: Capture the most specific ICD-10-PCS procedure and CPT-4 codes (Inpatient and Ambulatory Surgery)
 - Procedures: Capture the most specific CPT-4 codes for Outpatient encounters
 - Procedures: Assign correct date and performing provider to each ICD-10-PCS and CPT-4 codes
 - Queries: Send diagnosis and procedure queries to providers in order to obtain additional documentation specificity
 - Clinical Documentation Improvement (CDI) process for limited set of inpatient records (see next page)
- Clinical Documentation Improvement (CDI) Process
 - CDI Nurses and Coders collaborate to review specific types of inpatient records
 - o Medicare
 - o Expired Patients
 - o Other types of patients based on staff availability/bandwidth
 - Allows for tracking of key clinical indicators (ROM, SOI, CMI, DRG, HACs, Comorbidity, Major Comorbidity)
 - CDI Nurses utilize clinical background and Coders utilize Coding Guidelines to generate queries to obtain specificity on documentation for diagnosis and procedures
 - CDI Nurses provide opportunities for coding optimization to HIM, if HIM agrees then the code (dx or px) is modified
- Launch PM Office Interface (primarily for Inpatient and Ambulatory Surgery cases)
 - a. Confirm Discharge Disposition
 - b. Update Attending physician and other providers involved in case
 - c. Confirm Admission Type (Emergency, Elective, Trauma, etc.)
 - d. Confirm Admission Source
 - e. Confirm Service Type

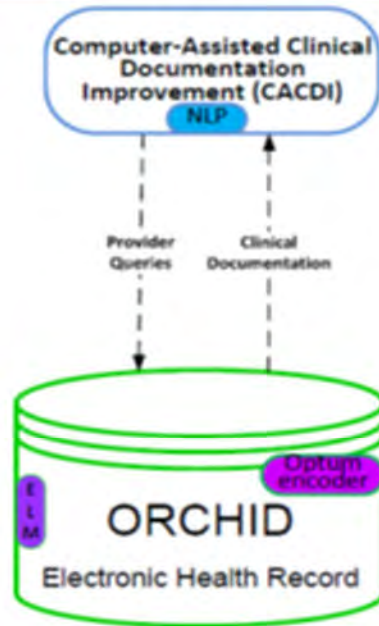
ATTACHMENT NO. 3

DHS IT Ecosystem and Anticipated Integration

DHS Documentation Improvement ecosystems

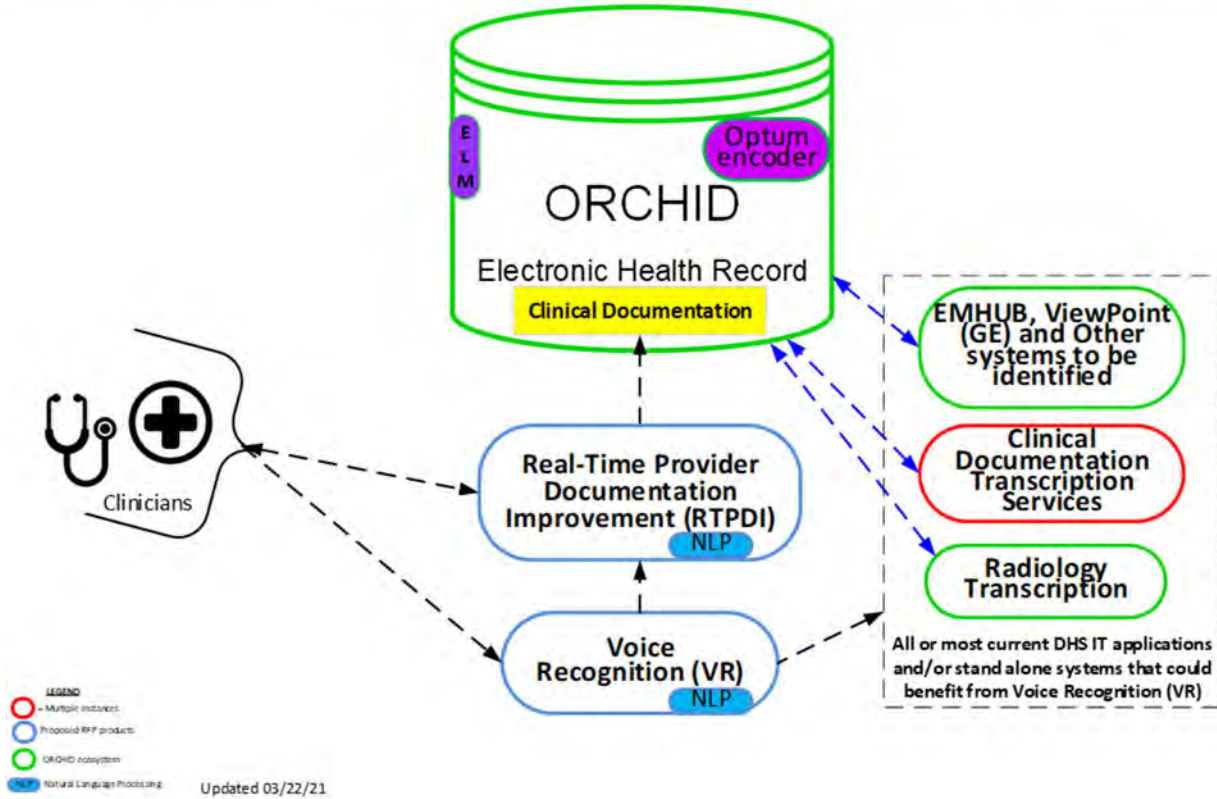


DHS Computer-Assisted Clinical Documentation Improvement (CACDI) Anticipated Integration

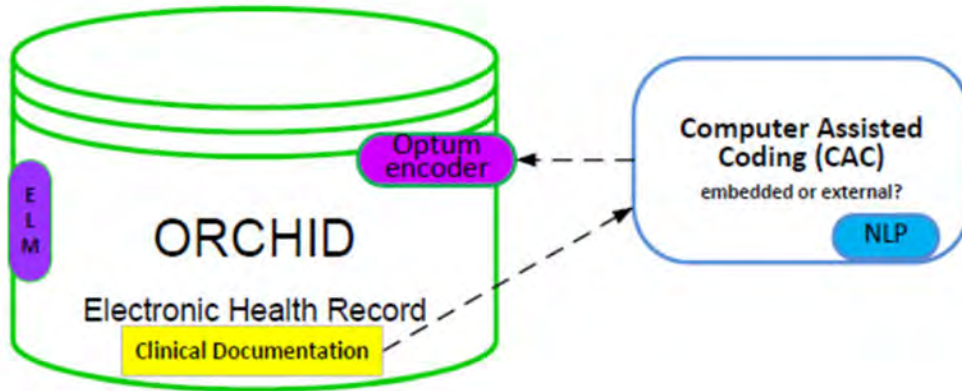


Legend:
○ Proposed RFP products
○ RFP/RFI solutions
■ Natural Language Processing
updated 12/28/20

DHS Real-Time Provider Documentation Improvement (RTPDI) Anticipated Integration



DHS Computer-Assisted Coding (CAC) Anticipated Integration



LEGEND
Proposed RFP products
ORCHID systems
Natural Language Processing
Updated 12/29/20

ATTACHMENT NO. 4
Measures for Reporting

Productivity Measures	
# of Cases Reviewed	<ul style="list-style-type: none"> ✓ New Charts (#1 Concurrent) – initial review, admission, after hour discharges, in-house ✓ Follow-Up (#2 Concurrent Carry Over) – waiting for response to query, follow-up patient still in-house ✓ Retrospective Reviews- post discharge review once chart has been coded, mortality cases
Total Cases Reviewed	<ul style="list-style-type: none"> ✓ by Payor Type ✓ by Encounter Type (e.g., Inpatient, Outpatient, Ambulatory Surgery, Emergency)
# of Patient Safety Indicators (PSI) Reviews	<ul style="list-style-type: none"> ✓ Validated ✓ Excluded
Clinical Documentation Improvement Queries (General)	<ul style="list-style-type: none"> ✓ CDI Query Rate ✓ Queries with DRG Changes ✓ Queries for Principal Diagnosis Selection ✓ Queries with Second Diagnosis Selection
Clinical Documentation Improvement Queries (Providers)	<ul style="list-style-type: none"> ✓ Provider Query Rate: # of admissions with CDI queries, % query rate ✓ Provider Response Rate: # of CDI Queries with Response / # of CDI queries, e.g. 566/722 = 78.39 % ✓ Provider Agreement Rate = # of CDI queries & documented, % queries in agreement & documented. ✓ Provider Response Time: timely response to the queries for prompt coding completion.
Clinical Documentation Improvement Queries (Coders)	<ul style="list-style-type: none"> ✓ Coder Query Rate ✓ Coding Time Per Record ✓ Coded Charts Per Hour ✓ Querying Time (per hour or record) ✓ Auditing Time (per hour or record) ✓ Discharge Not Final Billed

Quality Measures	
Case Mix Index (CMI)	<ul style="list-style-type: none"> ✓ Organization wide ✓ By Facility ✓ By Specialty ✓ By Encounter Type (e.g., Inpatient, Outpatient, Ambulatory Surgery, Emergency)
Query Impact	<ul style="list-style-type: none"> ✓ Resulting in DRG Changes ✓ Number of Diagnosis added or reduced ✓ Resulting in reimbursement change
Observed Mortality	<ul style="list-style-type: none"> ✓ Organization wide ✓ By Facility ✓ By Specialty ✓ By Encounter Type (e.g., Inpatient, Outpatient, Ambulatory Surgery, Emergency)
Expected Mortality	<ul style="list-style-type: none"> ✓ Organization wide ✓ By Facility ✓ By Specialty ✓ By Encounter Type (e.g., Inpatient, Outpatient, Ambulatory Surgery, Emergency)
Mortality Index Rate	<ul style="list-style-type: none"> ✓ Organization wide ✓ By Facility ✓ By Specialty ✓ By Encounter Type (e.g., Inpatient, Outpatient, Ambulatory Surgery, Emergency)
Diagnosis by Patient (Average over a specified time frame)	<ul style="list-style-type: none"> ✓ Organization wide ✓ By Facility ✓ By Specialty ✓ By Encounter Type (e.g., Inpatient, Outpatient, Ambulatory Surgery, Emergency)
Severity of Illness (SOI)	<ul style="list-style-type: none"> ✓ Organization wide ✓ By Facility ✓ By Specialty (Inpatient)
CC/MCC Capture Rate	<ul style="list-style-type: none"> ✓ Organization wide ✓ By Facility ✓ By Specialty (Inpatient)
Patient Safety Indicators (PSI) and Hospital -Acquired Condition (HAC's) Rate	<ul style="list-style-type: none"> ✓ Organization wide ✓ By Facility ✓ By Specialty (Inpatient)



Appendix F.1 (Technical
Requirements Yes/No)

Technical Requirements

Column "D" Response	Definition
Yes	Proposer's solution for LA County must deliver each element of the functionality identified in the Requirement. If Proposer's solution does not deliver any element of the Requirement, Proposer should not respond with a "Yes."
No	The functionality identified in the Requirement will not be provided, or will only be provided in part.
Note:	
1. An omitted response will be assumed to be the same as a response of "No".	
2. Only one (1) "Yes" or "No" response per Requirement will be accepted.	
3. If County determines that Proposer did not respond per the County's instructions, Proposer may be disqualified or County may require Proposer's responses to be resubmitted and rescored.	

Column "E" Response (only complete if Proposer responded "Yes" in Column D)	Definition
Yes	Proposer's solution for a minimum of 2 of Proposer's other clients delivers each element of the functionality identified in the Requirement.
No	The functionality identified in the Requirement is not provided in full for at least 2 of Proposer's other clients.
Note:	
1. For Requirements where Proposer responded "Yes" in Column D, an omitted response in Column E will be evaluated as if Proposer had responded "No" in Column E.	
2. Only one (1) "Yes" or "No" response per Requirement that Proposer responded "Yes" to in Column D will be accepted.	

Req. #	Requirement	Under your Proposal, will your solution deliver each element of the functionality to LA County? (Yes / No)	If you answered "Yes" in Column D: Is this functionality implemented and in use for a minimum of 2 of your other clients? (Yes / No)
General Technical Requirements			
System Administration			
A-1	The DCCDIS shall allow authorized site-specific users to manage site-specific user groups and user accounts, up to and including their level of authority.	Yes	Yes
A-2	The DCCDIS shall allow administrators to delegate authority, by user group, to reset password.	Yes	Yes
A-3	The DCCDIS shall allow administrators to delegate authority, by user group, to restore System access of locked out user.	Yes	Yes
A-4	The DCCDIS shall provide the ability to restrict access based on users' accounts' privileges.	Yes	Yes
A-5	The DCCDIS shall provide the ability to specify roles and privileges based on login locations.	Yes	Yes
A-6	The DCCDIS shall allow the restriction of rights, privileges or access at the user and group level.	Yes	Yes
A-7	The DCCDIS shall allow restricting the rights, privileges or access of processes to the minimum required for authorized tasks.	Yes	Yes
A-8	The DCCDIS shall have the ability to display the last date and time the user logged onto the system at the time of logon.	Yes	Yes
A-9	The DCCDIS shall have the ability to suspend user access based on a table-driven parameter (e.g., employment status).	Yes	Yes
A-10	The DCCDIS shall have the ability to suspend user access based on a pre-set date or based on hospital policy requiring renewal of access approval on a variable basis for non- County employees.	Yes	Yes
A-11	The DCCDIS shall allow revocation of the access privileges of a user without requiring deletion of the user.	Yes	Yes
A-12	The DCCDIS shall allow assigning multiple roles to one user.	Yes	Yes
Administrative Reporting			
A-13	The DCCDIS shall implement event, audit and access logging that complies with current HIPAA Security Rule.	Yes	Yes
A-14	The DCCDIS shall provide summarized and detailed reports on user access, usage logs, and other standard back-end administrative reporting.	Yes	Yes
A-15	The DCCDIS shall provide online reporting capability to authorized County System managers for necessary review and accountability.	Yes	Yes
A-16	The DCCDIS shall provide error and exception reports.	Yes	Yes
A-17	The DCCDIS shall provide usage reports.	Yes	Yes
A-18	The DCCDIS shall provide configuration, user accounts, roles and privileges reports.	Yes	Yes
A-19	The DCCDIS shall provide a listing of privileged account holders within the system hosting environment.	Yes	Yes
Configuration Management			
A-20	The DCCDIS shall provide the ability to maintain multiple operating environments for development, test, training and production.	Yes	Yes
A-21	The DCCDIS shall ensure administration interfaces require strong authentication and authorization.	Yes	Yes
A-22	The DCCDIS shall provide administrator privileges that are separated based on roles (e.g., site content developer, System administrator).	Yes	Yes
A-23	The DCCDIS shall provide secured remote administration channels (e.g., SSL, VPN).	Yes	Yes
A-24	The DCCDIS shall provide configuration stores that are secured from unauthorized access and tampering.	Yes	Yes
A-25	The DCCDIS shall provide configuration credentials and authentication tokens held in plain text in configuration files. (e.g., client configuration file with remote login ID and password).	No	No
A-26	The DCCDIS shall provide user accounts and service accounts used for configuration management that provide only the minimum privileges required for the task.	Yes	Yes
System Security Requirements			
User Profiles/Roles			
A-27	The DCCDIS shall provide the ability for users to define and store user profile information, including but not limited to, the user's name, user ID, employee ID, professional designation, etc.	Yes	Yes
A-28	The DCCDIS shall have the ability to link the user logon ID to his/her employee number or contractor social security number, as well as to the location or group of locations to which the user is assigned.	Yes	Yes

Req. #	Requirement	Under your Proposal, will your solution deliver each element of the functionality to LA County? (Yes / No)	If you answered "Yes" in Column D: Is this functionality implemented and in use for a minimum of 2 of your other clients? (Yes / No)
A-29	The DCCDIS shall have the ability to identify the type of single enterprise authentication used for System access, e.g. MS Active Directory.	Yes	Yes
A-30	The DCCDIS shall provide the ability to define user roles and user groups and associate these with user accounts.	Yes	Yes
A-31	The DCCDIS shall allow the creation and assignment of user roles that limit a user's privileges to their scope of practice.	Yes	Yes
A-32	The DCCDIS shall have role based security and shall enable access of reports and dashboards to be restricted to specific roles based on security levels.	Yes	Yes
A-33	The DCCDIS shall allow the creation and assignment of user roles that define their required and allowed actions in workflows.	Yes	Yes
A-34	The DCCDIS shall allow the assignment of multiple roles to be selected from by the user at login.	Yes	Yes
A-35	The DCCDIS shall allow users to customize their interfaces with favorite or regularly used reports.	Yes	Yes
System Access			
A-36	The DCCDIS shall provide ability to use a single user sign-on for all modules with security configured for each module.	Yes	Yes
A-37	The DCCDIS shall have the ability to identify and log IP addresses of connecting devices.	Yes	Yes
A-38	The DCCDIS shall have the ability for security module to be maintained by an in-house System Administrator.	Yes	Yes
A-39	The DCCDIS shall allow an unlimited number of users to access and use the system at the same time.	Yes	Yes
A-40	The DCCDIS shall automatically notify users and force them to change passwords on a pre-defined frequency.	Yes	Yes
A-41	The DCCDIS shall provide an efficient, flexible way to control and administer multiple levels of user access.	Yes	Yes
A-42	The DCCDIS shall have the ability to support web based client access or other internet based client access technologies, with appropriate security access controls.	Yes	Yes
A-43	The DCCDIS shall provide password complexity system standards consistent with County standards.	Yes	Yes
A-44	The DCCDIS shall provide the password change rules for user accounts consistent with County standards.	Yes	Yes
A-45	The DCCDIS shall provide lock-out capability after a pre-defined number of unsuccessful user sign-on attempts.	Yes	Yes
A-46	The DCCDIS shall not display passwords as clear text (Password Masking).	Yes	Yes
A-47	The DCCDIS shall provide integrated security managed in a central accounts database.	Yes	Yes
A-48	The DCCDIS shall provide a viewable list of Users logged on to System in real-time.	Yes	Yes
A-49	The DCCDIS shall allow addition of user-defined messages to logon screen.	Yes	Yes
A-50	The DCCDIS shall integrate with the County's Microsoft Active Directory for authentication and has the capability of notifying the end user of near domain account password expiration date as well as the ability to reset the password through the system's user interface.	Yes	Yes
A-51	The DCCDIS shall encrypt passwords before being stored or transmitted.	Yes	Yes
A-52	The DCCDIS shall provide the ability to disallow more than one active session per sign-on identification.	No	No
A-53	The DCCDIS shall allow users to re-authenticate and remotely log out of an active user session before logging in at another location.	Yes	Yes
A-54	The DCCDIS shall require password re-entry before user is allowed to perform functions predefined as "high security".	No	No
A-55	The DCCDIS shall encrypt sensitive data transmitted between clients and servers using Secure Socket Layer (SSL) Certificates, Transport Layer Security (TLS), or by other means.	Yes	Yes
A-56	The DCCDIS shall restrict users, based on their security role from directly accessing the database.	Yes	Yes
A-57	The DCCDIS shall allow secure password resets in case passwords are forgotten.	Yes	Yes
A-58	The DCCDIS shall have the ability to assign application access rights across entire suite of applications at a single point of entry.	No	No

Req. #	Requirement	Under your Proposal, will your solution deliver each element of the functionality to LA County? (Yes / No)	If you answered "Yes" in Column D: Is this functionality implemented and in use for a minimum of 2 of your other clients? (Yes / No)
A-59	The DCCDIS shall support a pre-defined time for passwords to be changed and suspended per user's role, access level and defined inactivity period. The LA DHS standard for users is 90 days.	Yes	Yes
A-60	The DCCDIS shall provide administrative ability to block users' access during pre-defined off-hours.	No	No
Authentication			
A-61	The DCCDIS shall insure all system and user accounts are identified.	Yes	Yes
A-62	The DCCDIS shall insure Two-factor authentication for public facing access to the application.	No	No
A-63	The DCCDIS shall insure integration capability with the County's Azure Active Directory through an SSO mechanism /experience.	No	No
A-64	The DCCDIS shall insure web sites are partitioned into un-restricted and restricted areas using separate folders.	Yes	Yes
A-65	The DCCDIS shall provide authentication that uses least-privileged accounts.	Yes	Yes
A-66	The DCCDIS shall insure that minimum error information is returned in the event of authentication failure.	Yes	Yes
A-67	The DCCDIS shall have the ability to support biometrics and biometrics plus passwords (e.g., fingerprint scan and fingerprint scan plus password).	No	No
A-68	The DCCDIS shall authenticate the user before any access is allowed to protected resources (e.g., Protected Health Information).	Yes	Yes
A-69	The DCCDIS shall authenticate standalone devices before access is allowed to protected resources.	No	No
A-70	The DCCDIS shall insure credentials are secured/encrypted in storage, and over the wire via Secure Socket Layer (SSL/TLS) or IP Security (IPSec), if Structured Query Language (SQL) authentication is used (e.g., communication between the application server and the database server).	Yes	Yes
Authorization			
A-71	The DCCDIS shall insure measures are in place to prevent, detect and log unauthorized attempts to access the system.	Yes	Yes
A-72	The DCCDIS shall insure rights and privileges are assigned based on authorization roles.	Yes	Yes
A-73	The DCCDIS shall insure database restricts access to stored procedures to authorized accounts only.	Yes	Yes
A-74	The DCCDIS shall insure all account IDs that are used by the system are identified and the resources accessed by each account is known.	Yes	Yes
A-75	The DCCDIS shall insure roles are mapped to user and data interfaces. Role rights and privileges are identified and maintained in an access control list.	Yes	Yes
A-76	The DCCDIS shall insure resources are mapped to System roles and allowed operations for each role.	Yes	Yes
Integrity Controls			
A-77	The DCCDIS shall insure measures are in place to detect unauthorized changes to information.	Yes	Yes
A-78	The DCCDIS shall insure measures are in place to protect information from being accidentally overwritten.	Yes	Yes
A-79	The DCCDIS shall support integrity mechanisms for transmission of both incoming and outgoing files, such as parity checks and cyclic redundancy checks (CRCs).	Yes	Yes
A-80	The DCCDIS shall insure measures are in place to prevent the upload of unauthorized files (e.g., executable files).	Yes	Yes
Sensitive Data (e.g., ePHI, Personally Identifiable Information)			
A-81	The DCCDIS shall insure sensitive data and secrets are not incorporated in code.	Yes	Yes
A-82	The DCCDIS shall insure secrets are stored securely using a one-way hash. Database keys, connections, passwords, or other secrets are not stored in plain text.	Yes	Yes
A-83	The DCCDIS shall insure sensitive data is not logged in clear text by the system.	Yes	Yes
A-84	The DCCDIS shall insure sensitive data is not transmitted using insecure protocols, such as FTP, telnet, sftp etc., unless tunneled through an authenticated encrypted connection (e.g. VPN).	Yes	Yes
A-85	The DCCDIS shall insure sensitive data is not stored in persistent cookies.	Yes	Yes
A-86	The DCCDIS shall insure measures are in place to prevent, detect and log unauthorized attempts to access sensitive or confidential data.	Yes	Yes


Req. #	Requirement	Under your Proposal, will your solution deliver each element of the functionality to LA County? (Yes / No)	If you answered "Yes" in Column D: Is this functionality implemented and in use for a minimum of 2 of your other clients? (Yes / No)
A-87	The DCCDIS shall restrict transactions involving financial or sensitive data to authorized user sessions originating on the County Intranet WAN only. Access to such transactions from the Internet is blocked.	Yes	Yes
A-88	The DCCDIS shall restrict access to financial transactions and other sensitive data by authorized users outside the County Intranet to Read Only mode.	Yes	Yes
A-89	The DCCDIS shall insure all user sessions involving financial transactions or sensitive data are encrypted using SSL/TLS /HTTPS.	Yes	Yes
A-90	The DCCDIS shall provide administrative ability to block users' access to individual patient records for privacy reasons.	Yes	Yes
Encryption			
A-91	The DCCDIS shall have the ability to encrypt electronic PHI at rest or in motion, and support all required encryption processes, to conform with the current HIPAA Security Rule.	Yes	Yes
Input Validation			
A-92	The DCCDIS shall insure that input validation is applied whenever input is received through user or external data interfaces. The validation approach is to constrain, reject, and then sanitize input.	Yes	Yes
A-93	The DCCDIS shall be designed with System validation that assumes that user input is malicious.	Yes	Yes
A-94	The DCCDIS shall validate data for type, length, format, and range. Data validation is consistent across the system.	Yes	Yes
A-95	The DCCDIS shall be designed to avoid un-trusted input of file name and file paths. (i.e. A does not accept file names or file paths from calling functions. Decisions are not made based on user-supplied file names and paths.)	Yes	Yes
A-96	The DCCDIS shall be designed so that the system does not use parent paths when data within the system is being accessed. Attempts to access resources using parent paths are blocked.	Yes	Yes
A-97	The DCCDIS shall insure web server always asserts a character set: a locale and a country code, such as en_US.	Yes	Yes
Timeouts			
A-98	The DCCDIS shall provide an automatic timeout if the session is idle for a pre-specified and configurable duration.	Yes	Yes
A-99	The DCCDIS shall warn the user before the timeout and prompts the user to re-enter their password.	Yes	Yes
Parameter Manipulation			
A-100	The DCCDIS shall ensure all input parameters are validated (including form fields, query strings, cookies, and HTTP headers).	Yes	Yes
A-101	The DCCDIS shall support cookies with sensitive data (e.g. authentication cookies) are encrypted.	Yes	Yes
A-102	The DCCDIS shall ensure sensitive data is not passed in query strings or form fields.	Yes	Yes
A-103	The DCCDIS shall support security decisions on information other than HTTP header information.	Yes	Yes
System Use and Interoperability			
Scalability			
A-104	The DCCDIS shall be scalable and adaptable to meet any reasonable future growth and expansion needs.	Yes	Yes
A-105	The DCCDIS shall contain a single database for all solutions and modules.	No	No
Interfaces			
A-106	The DCCDIS shall support standard HL7 messaging protocols.	Yes	Yes
A-107	The DCCDIS's HL7 interfaces shall have adequate bandwidth to support County expected message volume during peak hours.	Yes	Yes
A-108	The DCCDIS shall support standard FHIR messaging protocols.	Yes	Yes
A-109	The DCCDIS shall support standard X12 messaging protocols.	Yes	Yes
A-110	The DCCDIS shall support standard Application Programming Interface (API).	Yes	Yes
A-111	The DCCDIS shall be able to resend a specific transaction (e.g. HL7 message, daily file) or a set of transactions during a specific time period on demand.	Yes	Yes
A-112	The DCCDIS shall support standard Simple Object Access Protocol.	Yes	Yes
A-113	The DCCDIS shall provide the ability to validate incoming messages.	Yes	Yes
A-114	The DCCDIS shall provide the ability to perform data transformations.	Yes	Yes

Req. #	Requirement	Under your Proposal, will your solution deliver each element of the functionality to LA County? (Yes / No)	If you answered "Yes" in Column D: Is this functionality implemented and in use for a minimum of 2 of your other clients? (Yes / No)
A-115	The DCCDIS shall provide the ability to load information from standard format data file(s) e.g. CSV, tab-delimited, XML, etc.	Yes	Yes
A-116	The DCCDIS shall be scriptable/programmable using an industry standard language.	Yes	Yes
A-117	The DCCDIS shall monitor timeliness of messages and send alerts if certain time limits have been exceeded.	Yes	Yes
A-118	The DCCDIS shall support standard logging levels (WARN, INFO, DEBUG, TRACE) at the interface layer.	Yes	Yes
A-119	The DCCDIS shall monitor for errors and send alerts if certain time limits have been exceeded.	Yes	Yes
A-120	The DCCDIS shall have the ability to evaluate interface messages for accuracy, completeness, and reject messages that are not constructed properly as well as the capability to generate reports of failed messages.	Yes	Yes
A-121	The DCCDIS shall have the capability to analyze, correct and resend messages that have been rejected.	Yes	Yes
A-122	The DCCDIS shall have the capability to queue outbound messages in case a receiving System is down temporarily.	Yes	Yes
External Data Sharing and Interoperability			
A-123	The DCCDIS shall support import of a C-CDA formatted CCD.	Yes	Yes
A-124	The DCCDIS shall support export of a C-CDA formatted CCD.	Yes	Yes
A-125	The DCCDIS shall provide the ability to automatically extract batch data and FTP/SFTP/FTPS batch transfers to external agencies.	Yes	Yes
Data Conversion			
A-126	The Proposer shall provide all services needed to transform, standardize, migrate and load external legacy electronic data in order to establish an initial database suitable for live organization operations.	Yes	Yes
Flexibility			
A-127	The DCCDIS shall insure functionality and associated business rules shall be configurable without requiring "code" modifications.	Yes	Yes
A-128	The DCCDIS shall provide screens that are configurable, providing ability to reposition and rename field labels, remove or "turn-off" unused fields, and allow addition of custom-defined fields.	Yes	Yes
A-129	The DCCDIS shall provide the ability to create and/or modify the business rules which determine the acceptance/correctness of data.	Yes	Yes
A-130	The DCCDIS shall provide the ability for on-line access by any site connected to the organization WAN.	Yes	Yes
A-131	The DCCDIS shall provide the ability for secure remote access by authorized individuals (e.g. web based VPN access).	Yes	Yes
End-user Interface			
A-132	The DCCDIS shall use the standard out-of-the-box GUI tools to create solution user interfaces.	Yes	Yes
A-133	The DCCDIS shall ensure that all components are compliant with the Americans with Disabilities Act (ADA) and Section 508.	No	No
A-134	The DCCDIS shall provide dynamic content and views based on user role.	Yes	Yes
A-135	The DCCDIS shall have a customizable online documentation and training materials such as context-specific help, search capability, organization-specific business process documentation and process maps.	Yes	Yes
A-136	The DCCDIS shall allow for field level edit checks for transactions during data entry and provide immediate user feedback, including error messages and possible corrective actions.	Yes	Yes
A-137	The DCCDIS shall have the ability to design a preferred sequence to make data-entry columns and fields match the workflow.	Yes	Yes
A-138	The DCCDIS shall allow for the option of auto-fill capability per transaction/field entry throughout all modules.	Yes	Yes
A-139	The DCCDIS shall have the ability to restrict free form entry (e.g., provide drop down calendar for date field).	Yes	Yes
A-140	The DCCDIS shall have intelligent spell checking of text fields.	No	No
A-141	The DCCDIS shall minimize the necessity of the mouse when user performs data entry tasks.	Yes	Yes
A-142	The DCCDIS shall provide the ability for a single user to open multiple sessions concurrently.	Yes	Yes
Reporting			
A-143	The DCCDIS shall present data in graphical (e.g. charts, graphs) and numeric displays based on data within the system.	Yes	Yes


Req. #	Requirement	Under your Proposal, will your solution deliver each element of the functionality to LA County? (Yes / No)	If you answered "Yes" in Column D: Is this functionality implemented and in use for a minimum of 2 of your other clients? (Yes / No)
A-144	The DCCDIS shall have the ability to export reports directly to MS Office, HTML, PDF, or XML formats and any other industry standards.	Yes	Yes
A-145	The DCCDIS shall provide ad hoc and standard query capabilities (with and without input parameters).	Yes	Yes
A-146	The DCCDIS's ad hoc reporting tool shall be able to access any delivered or added fields in the database.	Yes	Yes
A-147	The DCCDIS shall provide ability to create and maintain a report distribution mechanism with predefined reports (e.g., monthly reports that are specific by role, organization, and location via portal or Web).	Yes	Yes
A-148	The DCCDIS shall provide security to protect reports created by one user from being viewed, modified, and/or executed by another user.	Yes	Yes
A-149	The DCCDIS shall provide the ability to view previously generated reports by any user as allowed by their user role.	Yes	Yes
A-150	The DCCDIS shall provide capability to schedule reports and dashboards to run automatically according to County specified intervals.	No	No
A-151	The DCCDIS shall allow for reporting by exception.	Yes	Yes
A-152	The DCCDIS shall allow print preview of all reports before printing and have print screen and selective page(s) print functionality.	Yes	Yes
A-153	The DCCDIS shall allow for user-friendly end-user report creation without requiring technical staff or expertise to create and publish reports within the modules.	Yes	Yes
Content and Document Management			
A-154	The DCCDIS shall have the ability to scan, attach and store imaged (scanned) documents and electronic files.	No	No
A-155	The DCCDIS shall enable indexing and searching of documents by a variety of user-defined metadata attributes.	Yes	Yes
A-156	The DCCDIS shall support for full text search.	Yes	Yes
A-157	The DCCDIS shall have built-in viewers/converters for a wide variety of file types.	Yes	Yes
A-158	The DCCDIS shall enable attachment of documents to e-mails and e-mail distribution lists.	No	No
A-159	The DCCDIS shall store location identification of paper documents (attributes shall minimally include folder, box, and physical location).	No	No
System Hosting Requirements			
Hosting Service Overview			
A-160	The Proposer's hosting services shall be hosted at a Tier 3 Data Center as defined by the UpTime Institute.	Yes	Yes
A-161	The Proposer's hosting services shall be hosted at locations at multiple geographically dispersed locations.	Yes	Yes
A-162	The Proposer's hosting services shall ensure facilities protected by industry standard provisions from locally high-risk natural disasters.	Yes	Yes
A-163	The Proposer's hosting services shall ensure each Hosting facility has at least two industry standard diverse external network connections.	Yes	Yes
A-164	The Proposer's hosting services shall provide adequate firewall protection in order to secure Personal Data and other Confidential Information users of the system from unauthorized access by third parties.	Yes	Yes
Cloud Hosting			
A-165	The DCCDIS shall be hosted on an industry standard cloud hosting platform.	Yes	Yes
A-166	The Proposer's hosting services cloud solution must allow for hosting in the cloud without excessive effort and/or re-configuration. Cloud implementation models may include SaaS or PaaS.	Yes	Yes
A-167	The Proposer's hosing services implementation of the cloud solution must meet the security requirements and other cloud-related policies relating to existing County standards.	Yes	Yes
A-168	The DCCDIS's hosting services cloud solution must meet the Direction for Electronic Data Residency for protected B information.	Yes	Yes
A-169	The DCCDIS will be deployed on a Private cloud following the NIST definition of cloud computing and private deployment model where the cloud infrastructure is provisioned for exclusive use by County.	No	No
A-170	The Proposer shall own, manage and operate the cloud hosting platform and infrastructure or contract.	Yes	Yes

Req. #	Requirement	Under your Proposal, will your solution deliver each element of the functionality to LA County? (Yes / No)	If you answered "Yes" in Column D: Is this functionality implemented and in use for a minimum of 2 of your other clients? (Yes / No)
A-171	The DCCDIS shall provide hosting services where County's system and data will be operated on a single tenant cloud system.	No	No
Hosting Service Operations			
A-172	The Proposer shall have a process in place for transitioning from development to production operations.	Yes	Yes
A-173	The Proposer shall have well established maintenance and management procedures.	Yes	Yes
A-174	The Proposer shall have a documented process for capacity planning and management.	Yes	Yes
A-175	The Proposer shall have a documented methodology for monitoring, measuring, and reporting the performance metrics and System accounting information.	Yes	Yes
A-176	The Proposer shall have a documented procedure for management of 24x7x365 staff and operations.	Yes	Yes
A-177	The Proposer shall monitor the computing Systems and communications circuits 24x7x365.	Yes	Yes
A-178	The Proposer shall have a documented procedure for incident response and escalation.	Yes	Yes
A-179	The Proposer shall have a documented procedure for managing, monitoring, and maintaining interfaces.	Yes	Yes
A-180	The Proposer shall have a documented procedure for managing, monitoring, and maintaining the network up to the County's demarcation.	Yes	Yes
A-181	The Proposer shall manage and clearly communicate roles and responsibilities for its staff and County staff.	Yes	Yes
A-182	The Proposer shall provide continuous monitoring and management of the Hosting Environment to optimize support, performance, and System availability.	Yes	Yes
A-183	The Proposer shall provide a means for the County to monitor System uptime and response time of the Hosted Services.	No	No
A-184	The Proposer shall provide and maintain a method for escalation of issues, and log all incidents, problems and error corrections.	Yes	Yes
Hosting Service Disaster Preparedness & Recovery			
A-185	The Proposer shall have a documented procedure for responding to unscheduled downtime.	Yes	Yes
A-186	The DCCDIS shall meet a Recovery Time Objective (RTO) of 4 hours and Recovery Point Objective (RPO) of 24 hours.	No	No
A-187	The Proposer shall have documented strategy, architecture and procedures for Business Continuity that meet industry standards for RTO of 4 hours and RPO of 24 hours.	No	No
A-188	The Proposer shall have documented strategy, architecture and procedures for Disaster Recovery that meet industry standards for RTO of 4 hours and RPO of 24 hours.	No	No
A-189	The Proposer shall have documented strategy, architecture and procedures for Backup/Restore that meet industry standards for RTO of 4 hours and RPO of 24 hours.	No	No
A-190	The Proposer shall have documented procedures for real-time client communication in the event of an unscheduled downtime.	Yes	Yes
A-191	The DCCDIS shall have the ability to seamlessly failover to a secondary site in a different geographic location and/or disaster zone.	Yes	Yes
A-192	The DCCDIS shall have the ability to report on uptime/downtime history.	Yes	Yes
Hosting Service Security			
A-193	The Proposer shall provide physical and logical security for all service components (hardware and software) and data.	Yes	Yes
A-194	The Proposer shall use industry standard encryption for all data at rest or in motion.	Yes	Yes
A-195	The Proposer shall provide intrusion detection and prevention, including network intrusion and virus detection Systems throughout Hosted Services network and computing infrastructure.	Yes	Yes
A-196	The Proposer shall meet the requirements of the current Federal HHS HIPAA Security Rule.	Yes	Yes
A-197	The Proposer shall meet the requirements of California State Administrative Manual Section 5300 http://sam.dgs.ca.gov/TOC/5300.aspx	No	No
Hosting Service Levels			

Req. #	Requirement	Under your Proposal, will your solution deliver each element of the functionality to LA County? (Yes / No)	If you answered "Yes" in Column D: Is this functionality implemented and in use for a minimum of 2 of your other clients? (Yes / No)
A-198	The Proposer shall provide an approach for defining and calculating System availability.	Yes	Yes
A-199	The Solution shall maintain 99.9% availability — including planned maintenance.	Yes	Yes
A-200	The DCCDIS shall have a response time where the average transaction on the server needs to occur on average less than 1 second. The response time for the most common requests to reach a user shall not exceed 3 seconds.	No	No
A-201	The DCCDIS shall track System uptime and transaction response times in order to demonstrate operation within acceptable levels.	Yes	Yes
A-202	The DCCDIS shall complete 100% of simple, single-screen online inquiry transactions in under one second, during peak usage.	No	No
A-203	The DCCDIS shall complete an average of 99% of all online update transactions in under 5 seconds over any 60-minute period, during peak usage.	No	No
A-204	The Proposer shall have a documented procedure for communicating regarding Service Level performance and monitoring activities.	Yes	Yes



Appendix G (Vendor
Experience and System
Implementation)





**DATA CAPTURE AND CLINICAL DOCUMENTATION
IMPROVEMENT SYSTEM AND RELATED SERVICES
REQUEST FOR PROPOSALS**

APPENDIX G (VENDOR EXPERIENCE AND SYSTEM IMPLEMENTATION)

#DCCDIS2021

1. DCCDIS Vendor Experience and System Implementation Requirements

This document contains the vendor experience and system implementation requirements for the DCCDIS. DHS is evaluating the Proposer's experience and capability to select and execute an approach that best fits DHS's requirements and environment.

Proposer shall provide written responses to all questions in this document in the designated section of the tables and – if necessary – in additional documents attached to their response.

While DHS is looking for complete and comprehensive responses to each requirement, Proposer may address multiple individual requirements in a single response section of the tables.

It is the Proposer's responsibility to ensure that each response clearly references those requirements addressed in a given response **and that each requirement is addressed either by a response or a reference to the section it is addressed.** The information provided in the response tables must be sufficient for the evaluation team to score the proposal. DHS reserves the right to make a selection on information provided in the response templates only **without considering attached documentation** (unless otherwise indicated).

1.1. Project Management

The Proposer shall provide their project management methodology and tools/systems used to manage the implementation of the DCCDIS. The Proposer shall describe how any internal work management methodologies (e.g., agile), information and systems are tracked and how it is to be organized and presented to the County.

Project Management	
1.	<p>Methodology and Tools: The Proposer shall provide Project Management methodologies and tools.</p> <p>Describe how the proposed methodologies and tools address:</p> <ol style="list-style-type: none"> a. Task assignment and tracking b. Defect and issue tracking, monitoring and reporting c. Risk assessing, tracking, monitoring and reporting d. Daily/weekly/monthly project reporting mechanisms to the: <ol style="list-style-type: none"> i. Core team ii. Extended team iii. Executive Leadership e. Status meetings and status reporting f. Project logistics management g. Change management h. Scope management i. Schedule management j. Resource management k. Communication management l. Project collaboration and documentation repository management

Recognized as the #1 Global Service Provider for the Healthcare Sector by HFS Research (2021), Accenture has assisted more than 1,000 different healthcare organizations, over the last five years, across many technology platforms and solutions. With our public sector knowledge specifically in LA County over the recent years, we have a deep understanding of large scale, complex implementation and transformation efforts very similar to the scope and complexity of the County’s DCCDIS project. Understanding the scope and complexity of DCCDIS includes next

generation technology such as NLP combined with Nuance & Dolbey’ industry leading products, and the sensitive nature of the County’s health care system, Accenture proposes our proven delivery methodology – Accenture Delivery Methods (ADM).



Figure 1. Accenture’s ADM Methodology

With over 25 years of technology system development and deployment experience, ADM, depicted in Figure 1, delivers value through increased productivity, higher quality, improved predictability, and timeline adherence. As a full-cycle, end-to-end methodology for managing complex technology and transformation projects, ADM consolidates the implementation approach for both the Nuance and Dolbey products into a single plan to manage the project and ensure effective change enablement and service introduction. We will focus on tangible and pragmatic outcomes by breaking the product deployments into three strategic releases thereby easing the service introduction by limiting the number of users impacted at each release making the user adoption more streamlined and manageable as opposed to a big bang deployment of all the products at one time. The robust ADM methodology is composed of five distinct project phases: Discovery, Design, Build, Test, and Deploy. ADM is further detailed in Section 1.5.



Accenture’s Project Management Methodology (PMM), depicted in Figure 2, is a core component of ADM that runs throughout the lifecycle of the project across each of the three releases with a set of eight disciplines. Our PMM provides a framework for delivering solutions and services collaboratively, quickly, and reliably—even in complex environments with multiple stakeholders and vendor teams. Understanding that collaboration is required to achieve business objectives, the Accenture Project Manager (PM) will work with the County SOW Lead to jointly manage all aspects of the project.



Figure 2. Accenture’s Project Management Methodology (PMM) includes 8 disciplines to support on-time and on-budget quality delivery.

In collaboration with the County SOW Lead, the Accenture PM will create a Project Work Plan and schedule with detailed tasks and milestones. The Accenture PM along with the County SOW Lead will utilize and maintain this project work plan to facilitate effective Scope and Requirements Management.

a. Task assignment and tracking

As part of Discipline 1, the Accenture PM will record, assign, and track assignments within the Project Schedule in the detailed work plan. In collaboration with the County SOW Lead, the Accenture PM will track tasks daily with the project team to monitor and ensure that not only is the task assigned to the right team member but also that the task is completed per the established project timeline.

b. Defect and issue tracking, monitoring, and reporting

As part of Discipline 2, the technical lead will lead defect tracking and maintaining status during the test phase to drive to resolution. When a defect or issue is identified, the technical lead will ensure they are recorded using the County’s defect/issue tracking tool (e.g., Jira, HP ALM, Azure DevOps) where it will be tracked, monitored, and regularly reported to the stakeholders and the project team. Once identified, the technical lead will ensure the defect is assigned to the right technical or integration team member for expedited resolution. Persistent issues will be raised to the Accenture PM and brought to stakeholder attention for mitigation options and project impacts, as appropriate.

c. Risk assessing, tracking, monitoring, and reporting

As part of Discipline 2, Accenture’s Risk Management approach centers on “prevention through planning” where we collaboratively and proactively monitor risks/dependencies. Risks can arise from technology, management, financial, external, and schedule inefficiencies.

Accenture will create a Risks, Assumptions, Issues, and Dependencies (RAID) log to record, track, and monitor identified risks assumptions issues and dependencies. The RAID log is reviewed regularly and included in the weekly status report published to stakeholders for monitoring and mitigation actions as appropriate.

d. Daily/weekly/monthly project reporting mechanisms to the:

• **Core team**

The core team will meet daily or more often as needed to track progress, identify, and mitigate showstoppers, perform product demos to execute tasks identified in the detailed project work plan. In the event of any showstoppers, the Accenture PM and the County SOW Lead will redirect or refocus specific team members to resolve the issue at hand and manage the work plan effectively to ensure timely completion of tasks and deliverables.

• **Extended team**

The extended team will meet weekly to review the project status report, risks, issues and dependencies to ensure project timelines and milestones stay on track.

• **Executive Leadership**

Executive Leadership meetings will occur on a monthly basis or as needed to review the milestone and deliverable completion and ensure the project does not deviate from the identified objectives.

e. Status meetings and status reporting

As part of Discipline 5, Accenture understands that visible and current status reporting is key to maintaining a project's schedule and task completion. Based on our system development experience, we propose both weekly and monthly meetings to review project status reports created using standard Microsoft Office tools, highlighting risks and mitigation options, action areas of interest or concern, and track completion of project deliverables and milestones.

f. Project logistics management

As part of Discipline 8, Accenture's Project Logistics Management will track and manage all aspects of the team's software, hardware, and user access requirements using Microsoft Office tools. The Accenture PM in collaboration with the County SOW lead will communicate the guidelines for required steps and approvals for on-boarding new team members needed to complete tasks on the work plan.

g. Change management

As part of Discipline 3, we will bring our field-tested change management approach and assets to establish a change control plan and a Change Control Board (CCB) comprised of appropriate County and Accenture team members. The CCB will have the authority to approve change requests and will be responsible for making decisions that have an impact on the project schedule and objectives. Together with the County, the Accenture PM will control the project scope that includes a structured procedure where change requests are documented using Microsoft Office tools and a requirement tracking tool such as JIRA, reviewed, estimated, and escalated to the CCB for review and decision-making. Managing and controlling the project scope will ensure that decisions on changes are made, so the project stays on course.

h. Scope management

As part of Discipline 3, throughout the project, the Accenture PM and the County SOW Lead will maintain the Project Work Plan to facilitate effective Scope and Requirements Management. Any changes in scope will be discussed and reviewed with the CCB.

i. Schedule management

As part of Discipline 1, the Accenture PM along with the County SOW Lead will review each task's progress relative to the project plan, monitor cross-project dependencies, and take corrective action or update the Project Plan and re-baseline the plan to ensure that the project remains on schedule.

j. Resource management

As part of Discipline 8, we understand that successful implementations depend on the people just as much as the approach and technology, and we track resources using standard Microsoft Office tools to ensure that projects are staffed and onboarded with right people who have acquired enhanced skills and relevant experience from prior engagements. Resources are onboarded with our Roll On/Roll Off checklist and with rigor using our CDP (Client Data Protection) plan. Our CDP plan includes a series of checks and balances to exercise control over client data - its access and security – monitored and controlled through the life of the project. Accenture uses our proprietary CDP Compliance Tool to complete the CDP Risk Assessment. CDP process is not a onetime event. Accenture CDP compliance team will conduct periodic reviews of the CDP controls with the Accenture PM to ensure CDP controls are followed by the project team. The considerations of a periodic review may include changes in the sensitivity of client data accessed, project scope, data privacy laws and regulations, and/or county requirements to ensure compliance by all project team members.

k. Communication management

As part of Discipline 2, Accenture’s Communications Management framework, shown in Figure 3, supports all project communications. The Accenture Change Management & Training Lead will put together a comprehensive communication management plan during the discovery phase taking into consideration the needs of the County’s organizational culture to leveraging existing communication vehicles and assets to further communicate project status, progress, and milestones. Throughout the project, the change management and training lead will monitor the effectiveness of communications, gather audience feedback, and adapt to the county organizational culture as appropriate.



Figure 3. Accenture’s Communication Framework

l. Project collaboration and documentation repository management

As part of Discipline 7, the Accenture team will seek County’s direction and leverage standard Microsoft Office tools including Teams/SharePoint to manage the DCCDIS project and the status of its implementation. To promote communication and collaboration between the Accenture and County teams, we will utilize Microsoft Office tools including Outlook and Teams, which will also serve as a documentation repository. Accenture is open to adapting to any other documentation repository tools that may be already in place with the County.

1.2. Project Plan

The Proposer shall provide a project management plan (Project Plan) that supports the necessary work to successfully implement the DCCDIS. The Project Plan shall provide a timeline for implementation according to the methodology provided in Section 1.1 (Project Management) with resources loaded based on the responses to the following Sections 1.3 (Resource and Staffing) and 1.4 (Change Management Methodology). The Project Plan will be a County-facing document for the duration of the implementation.

Project Plan	
1.	<p><u>Project Plan:</u> The Proposer shall develop and maintain a detailed Project Plan.</p> <p>Describe the proposed approach to developing and maintaining a realistic Project Plan that includes:</p> <ul style="list-style-type: none"> a. Project timeline b. Detailed project tasks with assigned resources and hours c. Key dependencies d. Deliverables and milestones e. Total hours by phase and total hours remaining f. Critical path
<p>A key differentiator Accenture brings is our ability to both successfully manage complex implementations with multiple products or solutions and integrate them well to support the County’s unique needs. Accenture understands the importance of collaboratively building a detailed project work plan where all tasks, dependencies, responsible owners, and milestones are articulated. We believe that working collaboratively and transparently with the County team members to create a thorough and detailed Project Work Plan is the best way to identify risks dependencies and build mitigation into the project plan and approach. Throughout the project and duration of the implementation, Accenture will maintain the detailed Project Work Plan to facilitate effective Scope and Requirements Management. In addition, Accenture brings a periodic review of delivery quality with a planned Quality control check point with our Healthcare & Public Service Industry experts every 3 months to ensure the quality of delivery meets industry standards and aligns with the overall objectives of the project.</p> <p>a. Project timeline Figure 4 below depicts a proposed project timeline to deliver the DCCDIS solution based on our current understanding and past implementations with similar scope. At project initiation, the Accenture PM will collaborate with the County SOW Lead to finalize the timeline to ensure it meets the County’s specific needs. The Accenture team will continuously monitor and track the milestone deliverables throughout the project, provide status on completion and make needed adjustments that will be communicated and/or approved by the County.</p>	

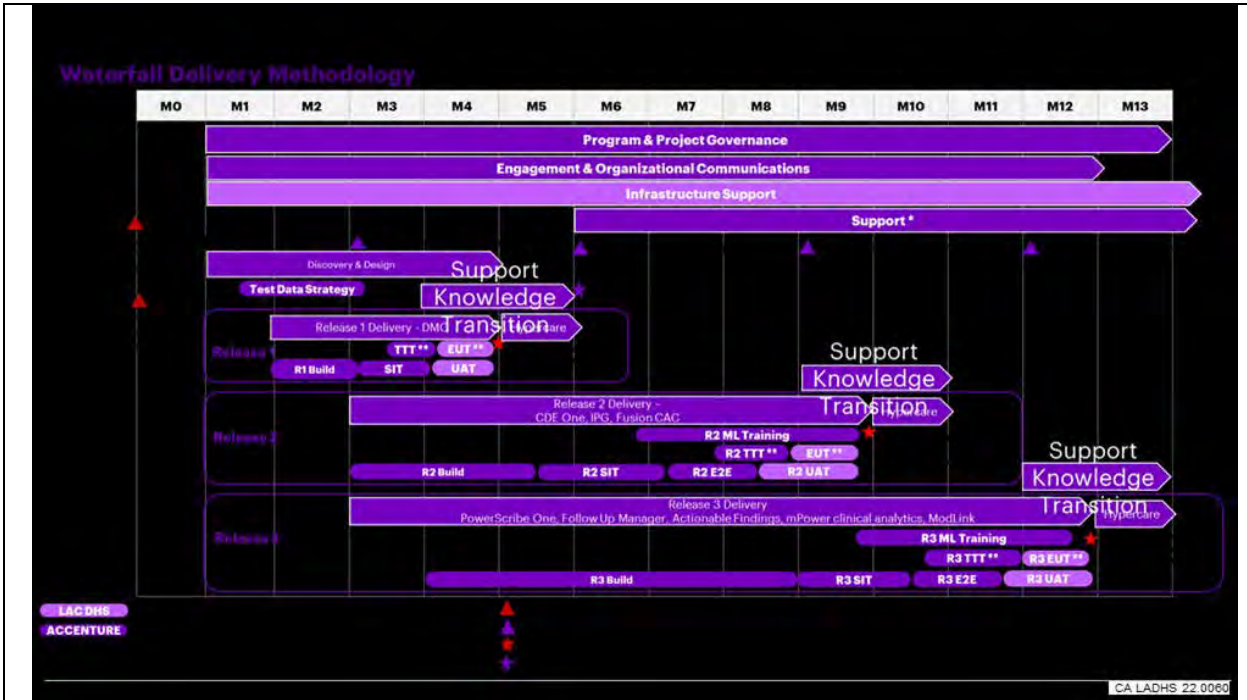


Figure 4. Proposed Project Timeline

Accenture recognizes that every minute of the county’s healthcare staff is priceless, and this solution will take their time away from touching and caring for the lives of citizens of the county. Our entire strategy is to optimize the plan and work with the multi discipline / product teams to co-create solutions and giving more time back to county’s health providers in saving lives, improving the over-all patient experience and last but not the least, providing tools to admin staff in getting accurate results with the least amount of time.

The timeline above depicts our tailored approach for DCCDIS with 3 releases designed to not only mitigate risks prevalent in a big bang approach but also to ease the county’s physicians, clinicians & diagnosticians through the journey of adoption and service introduction.

- Release 1 will deploy Nuance VR (Voice Recognition) product DMO (Dragon Medical One) in Month 4.
- Release 2 will deploy Nuance InPatient Guidance & CDE One (Clinical Documentation Excellence One) and Dolbey Fusion CAC (Computer Assisted Coding) in Month 10.
- Release 3 will deploy Nuance Radiology products in Month 13.

This approach has been chosen based on the following factors:

- **Minimal disruption to county health providers:** In light of the ongoing pandemic and unforeseen mass casualties can put additional strain on county’s healthcare teams, the solution is customized to provide the least disruption. The overall implementation is split into three releases so there is minimal disruption to county healthcare providers. The initial 2 releases gradually introduce the physicians with the new products without thrusting the entire new product suite into one big bang delivery. This enables them to use the industry-leading product with high accuracy and enables them to take minimal time away from their day-to-day responsibilities to train on the products. For instance, physicians can start using Nuance’s flagship product DMO (Dragon Medical One) beginning month 4 which will add tremendous value & benefit to the County much sooner than a big bang release in 12 or 15 months.

- **Time to market:** The proposed solution gets physicians and clinical staff creating documentation from month 4, with the DMO product Release 1. Release 1 requires only 2 hours of product training. Release 2 with IPG (Inpatient Guidance), CDE One, and Fusion CAC will be available for the County’s physicians and clinicians starting from month 10, much sooner than a “big bang” approach, thereby easing the change into the organization. Release 2 training needs will be optimized as the County will already have been using DMO for several months. Release 3 will further solidify the DCCDIS with the full suite of radiology products, and the training for release 3 will be limited to the radiology scope / audience.
- **OCM & Training strategy:** The organizational change management and training strategies are designed to give the county staff necessary freedom in training with the products but not hindering their ability to provide quality health care to patients. Release 3 has been scheduled to go last so there is an adequate training window available to be distributed across the four hospitals, 20+ clinics. The timeline accounts for developing a training strategy that is nimble and adapts to rising/unforeseen healthcare demands, e.g., rising pandemic cases. For more details on OCM & Training strategy, please review sections 1.4, 1.8 & 1.9 of this document.
- **Documentation and Coding Accuracy:** With a clear focus on accuracy, the implementations are phased out to ensure the staff starts with documentation products and gradually building up the necessary repository required for more precise coding outcomes. The implementation approach is covered in more detail in section 1.5.
- **Top-Notch Delivery:** To ensure the highest quality delivery and high-quality training, there are periodic quality assurance checkpoints with our Healthcare & Public Service industry Technology Leaders outside of the project team, reviews the status and direction of the project and provides their direction and oversight to ensure seamless high-quality delivery. The Quality Assurance checkpoints also provide the county with an opportunity to provide a feedback loop from County to be incorporated in the project delivery.
- **One Team Approach:** One team of colleagues with complementary skills giving an edge over other as we all stand to gain from the collective experiences of Accenture (with its experience delivering highest quality healthcare implementations), Nuance (with its top-rated products) and Dolbey (with its industry leading coding product). We bring the best to the county with shared successes, lessons learned, leading edge innovations and best practices.

b. Detailed project tasks with assigned resources and hours

The Project Work Plan will lay out detailed tasks for each Release, with the corresponding resources, that are needed to complete the work effort. Accenture PM will manage the work plan and effort in collaboration with the County SOW Lead according to the agreed-upon schedule to successfully deliver the project. During weekly status review meetings, we will provide status on task completion, remaining effort to complete tasks, risks, critical path tasks, and resource assignment or gaps to complete remaining tasks. This weekly rigor is necessary to assure the project stays on schedule.

c. Key dependencies

During project initiation, the dependencies of the project will be reviewed and tracked in the Project Work Plan, so there is complete alignment and understanding of responsibilities between the County and the Accenture team. During weekly status meetings, Accenture will provide an update on dependency tracking, including potential risks to the project timeline and mitigation strategies as needed.

d. Deliverables and milestones

Monitoring the project entails consistent review of progress and upcoming milestones. As part of our PMM, the fourth discipline, Deliverable Management, also ensures the timely submission of quality deliverables underpinned by our submission protocol which includes a rigorous review of deliverables for accuracy, organization, and clarity before submission to the County. The Project Work Plan will contain the deliverables for each phase of the project.

For all Accenture deliverables, we will develop deliverable descriptions including goals, content, timeline, and outlines to be approved by the County. Before submission of a deliverable, we will provide an overview with the designated reviewers. Accenture will develop a Document Management Plan that defines the documentation required for the implementation and operation of the County. These documents will include both formal deliverables and supporting documents and will be stored at the county approved document repository.

e. Total hours by phase and total hours remaining

Upon creation of the Project Work Plan with the needed project tasks, the Accenture PM align with the County SOW Lead on the scheduled hours needed and the degree of involvement of County team members to complete the tasks to deliver the solution on time.

Team leads will meet with their staff and update status tracking metrics throughout each phase of implementation. Status meetings will capture accurate status, next actions, and the risks and / or dependencies. We evaluate status based on metrics, which consists of a rigorous tracking of actual vs plan to complete metrics for each task. We will work with the County SOW Lead to hold the project team accountable for the agreed upon milestones.

f. Critical path

Once the Accenture team has created the Project Work Plan, the critical path tasks will be tracked and monitored throughout the project to ensure the project timeline does not deviate from schedule. In the event that a critical path task becomes a risk to the project timeline, the Accenture PM will follow the established Risk Management strategy to mitigate the risk in alignment with the County SOW Lead.

1.3. Resourcing and Staffing

The Proposer shall document a resourcing and staffing plan for the duration of the implementation. The plan shall be supported by, and consistent with, the Proposer’s Total Fixed Price as set forth in Appendix M (Pricing Response Form).

Resources and Staffing	
1.	<p><u>Detailed Staffing Plan:</u> The Proposer shall provide a detailed staffing plan.</p> <p>The detailed staffing plan should include a proposed Project organizational chart that will ensure full compliance with the resultant Agreement’s requirements and the Proposer’s stated methodology for providing Services as stated in the RFP. The Proposer shall provide a dedicated project manager and project team with specialized roles and responsibilities identified.</p>
<p>Synergies and mutual experiences / lessons learned One team of colleagues and deriving synergies from Accenture, Nuance and Dolbey’s collective experience in bringing quality implementations to bring the best team to ensure county’s success in transforming its documentation journey. Efficient use of the knowledge base with Nuance and Dolbey bringing in their product expertise and Accenture with its systems integration expertise for complex healthcare implementations. Our collaboration will help us succeed by:</p> <ul style="list-style-type: none"> • Shared lessons learned, leading edge innovations, and best practices. • Team alignment in front of key sponsors, stakeholders, and leaders. <p>Aligned methodology, work products, and dependencies</p> <ul style="list-style-type: none"> • Key deliverables/work products (ex: requirements, test scripts, training materials) aligned to one framework. • Ease in linking dependencies across teams (ex: testing/defect resolution & migration/training delivery schedule). • Tighter coordination and understanding with competing business initiatives. <p>Laser-focused commitment to business outcomes</p> <ul style="list-style-type: none"> • Relentless focus on business outcomes (Efficient exception management, coding & documentation accuracy, quick time to market of the DCCDIS systems to staff) customized to cater to different users spread in multiple hospitals and clinical facilities. • Ability to consistently focus business and IT decisions on these outcomes. <p>Consistent decision-making process and governance model</p> <ul style="list-style-type: none"> • Change management team-driven engagement and education of business decision makers for design decisions, in line with outcomes. • Rapid integration of key decisions into leadership engagement, communication, and training content. <p>Nurturing and growth of the project team</p> <ul style="list-style-type: none"> • Integrated engagement/learning plan for IT and county team members, aligned to the project’s milestones and needs. • Learning plans include knowledge transfer activities/milestones from SMEs to key resources in the county healthcare staff and IT. • Cultural consistency across the team for collaboration, ways of working, work/life balance, etc. • A customized and adaptable training plan to ensure the training doesn’t hinder the county healthcare demands but also caters to improved accuracy and efficiencies of scale for the county staff. 	

- Tighter coordination and understanding with competing business priorities.

Accenture’s staffing philosophy is to maintain the right skilled resources at the right time to meet the county’s requirements and project objectives. We have hand selected a team comprised of resources who bring deep product knowledge in AI driven healthcare software that supports documentation and coding workflows. Additionally, our team brings local County delivery and healthcare provider experience and operations understanding in not only public hospitals but also overall provider technology ecosystems. In addition to our team’s deep product knowledge, our breadth of experience will aid in a seamless integration and smoother implementation of the DCCDIS system.



Drawing upon our Resource Management approach, depicted in Figure 5 below, the Accenture team will ensure the best skilled resources are assigned to the DCCDIS project to address the needs of the County.

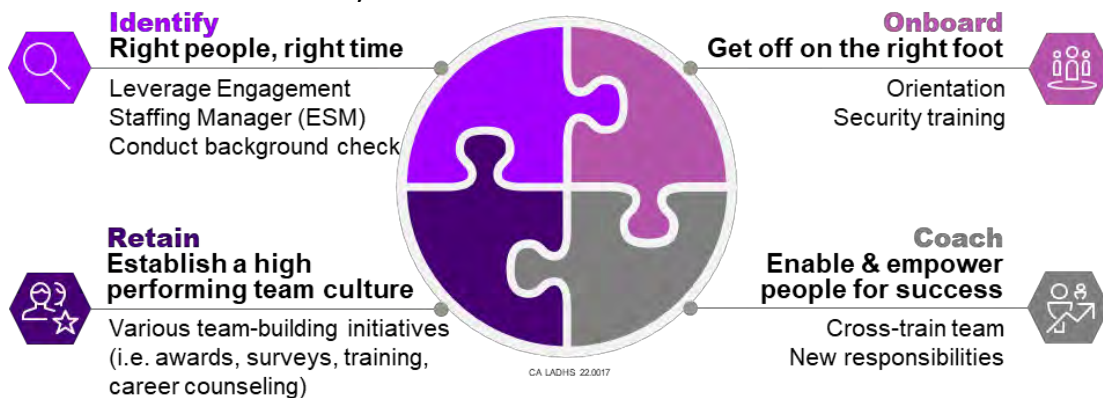


Figure 5. The Resource Management approach supports our project management principles

As the industry’s leading systems integrator, Accenture will tailor staffing plans to meet the County’s business needs. Figure 6 below depicts the proposed Accenture team organizational chart for the DCCDIS project.

Proposed solution

Our proposal is a mix of technical, functional and Talent & Organization resources that will ensure a smooth and effective business user interaction, proper executive communication and a highly responsive and efficient technical support

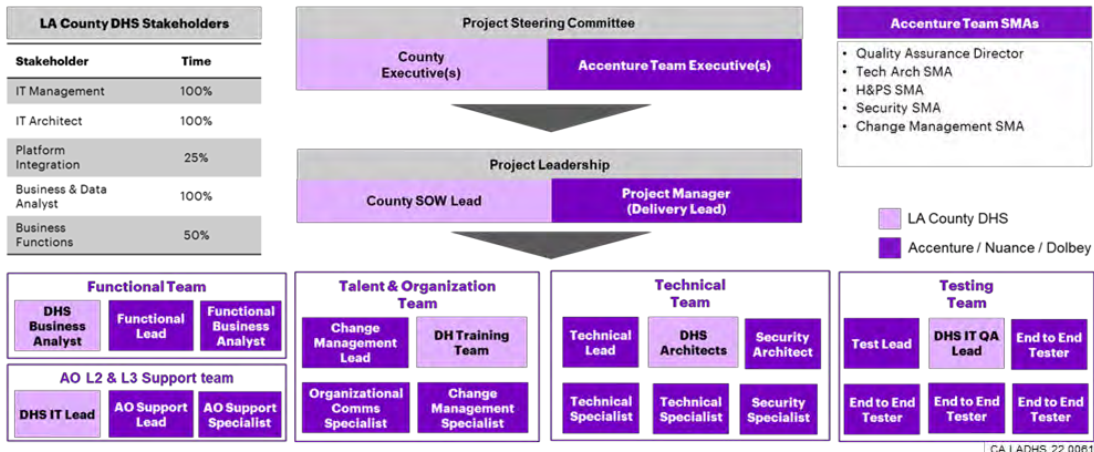


Figure 6. Accenture’s Proposed DCCDIS Project Organizational Chart

Roles and Responsibilities



Mark Dressel, PM

Leveraging extensive experience in both the healthcare industry and managing complex projects, Accenture’s Project Manager, Mark Dressel, brings over 20 years of experience and will oversee the delivery of the scope of work. Mark's Program and Project Management experience supporting large scale provider and managed care systems’ implementations, acute and ambulatory clinical and patient access systems, claims management systems, systems selections and strategic planning brings the right experience to deliver successful results.

Role	Description
Project Manager	Project Manager with end-to-end delivery responsibility for the project, works closely with the County SOW lead and govern the execution of the project. Create, manage and maintain the Project Work Plan. Track and manage project status and publish weekly status reports to stakeholders
Functional Lead	Work closely with the County Business teams to gather and analyze business & functional requirements and articulate DCCDIS system functional process design. Work with the business analysts to document the functional requirements, review with County Business owners and obtain sign-off/approval of the DCCDIS functional requirements document.
Technical Architect	Oversee the overall technical & integration architecture of technical solution across Nuance and Dolbey platforms and products
Technical and Security Lead	Oversee the overall implementation of technical solution across Nuance and Dolbey platforms and products. Coordinate with the Accenture team’s technical & security architects and developers and the County Infrastructure & Enterprise Architecture teams
Integration Lead	Develops and installs interfaces confirming that they are mapped, and data is flowing as expected
Change Management and Training Lead	Implements organizational change management strategy, plan, execution, and measurement for engagement, readiness, communication, and training; technical and administrative knowledge transfer, end user train-the-trainer, training coordination and tracking
Test Lead	Design and develop an end to end (E2E) test strategy to test the products in their entirety in coordination with the County stakeholders. Track, manage and report the various findings from the E2E testing across the various releases. Confirms the compliance of the product releases is in accordance with the detailed design doc and the acceptance criteria.
Security Architect	Devise an end-to-end security and compliance strategy to align with the county’s standards that are consistent with the Appendix F1 responses. Track and manage the security compliance needs across the projects and the product implementation phases
Subject Matter Experts (Advisory)	The advisory board comprises subject matter experts (SMEs) from the Accenture team to advise on industry best practices and implementation methodologies. Advisors may include experts across domains including, but not limited to, specific products, technical, security expertise and Healthcare domain.

1.4. Change Management Methodology

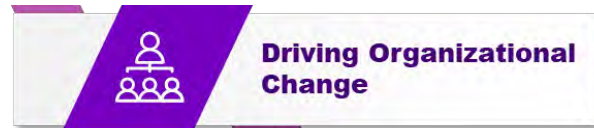
Change Management Methodology	
1.	<p><u>Change Management Methodology</u></p> <p>The Proposer shall include a detailed plan for managing and achieving all aspects of organizational change required to realize the desired benefits of the DCCDIS and changes in associated workflows. Proposer will be expected to consider limitations and challenges associated with DHS’ limited employee training infrastructure.</p> <p>The responding vendor’s plan for organization change management must explicitly address two separate but related aspects:</p> <ol style="list-style-type: none"> 1. The overarching organizational change management strategy recommended by the vendor, including: (1) overall philosophy or strategy; (2) plans for and anticipated challenges in scaling of the overall approach to an organization with the size and complexity of DHS; (3) resource requirements and how projected resource requirements and timelines are determined based on the size and complexity of the client setting; and (4) required timelines and approach to management of the organization change management effort. (5) Finally, the Proposer must address their strategy to mitigate risks and adjust the strategy and implementation should unanticipated challenges or delays become apparent. 2. How the Proposer's standard or preferred approach to organizational change management will be modified because of the limited training infrastructure (e.g., personnel, space, staff to backfill during training activities) available at DHS. As appropriate, it will be useful if the Proposer can cite specific and relevant examples in which they have previously identified and addressed challenges in organizational change management in large and complex healthcare delivery systems. <ol style="list-style-type: none"> a) Describe the proposed change management methodology, in sufficient detail for County to understand how this methodology works and why it is well suited to County’s needs. In addition, address the following separately identified sub- questions. <ol style="list-style-type: none"> i. Describe how the methodology will facilitate the organizational, cultural, and change acceptance necessary for adopting/adapting re-engineered/modernized business processes and solutions. ii. Describe your experience with similar engagements as it relates to the use of such change management methodology. Please address both project team management and management across the enterprise. iii. Based on your previous experience with similar engagements, what are the typical challenges to implementing this change management methodology? iv. What are mitigation strategies or steps to address the typical challenges identified above that you have used effectively? <p>Can the process you have used in the past to address the typical challenges identified above be improved, and if so, how would you improve the process?</p>

Change Management Methodology

1. The overarching OCM strategy recommended by the vendor including:

(1) Overall philosophy or strategy The success of any implementation comes down to the people who will use the system. People now want and expect a personalized experience, delivering what they want to know at the time they want to know it. Unfortunately, most projects instead manage change focusing only on what information the project team wants to be delivered and on their own timeframe. To manage this transition effectively, this implementation requires a modern and effective change management plan that is focused first on the people who will use the system, what they need to know, and when they need to know it. OCM will be an advocate for the physicians, clinicians, coding staff, and diagnosticians who need to integrate DMO into their work. We do this with regular stakeholder interviews and analysis, tracking and assessing the impacts of the change, and measuring the effectiveness of the change journey so we can adapt to what works best for your people.

Beginning early in the project and continuing throughout all three releases, we will engage with impacted end users in order to understand what will motivate them to change. We will run stakeholder interviews to assess and understand what they think about the coming change, their experiences with previous changes that we can learn from, potential conflicts or challenges we need to account for, and what will motivate them to successfully adopt DMO. We will work closely with the project team documenting the changes with the end users' experience in mind. We will develop a change impact assessment that identifies what the changes are, who is impacted, the size of the change, and what are the appropriate interventions, training, outreach and support to help them adopt it. These actions will be identified and managed in a change readiness plan for each release. Finally, accurate data is critical to any complex transformation. We will bring our patented, analytics-based system, Transformation GPS, to measure and track the change through all releases. Accenture has led thousands of changes around the globe and Transformation GPS brings comparative analytics based on those transformations so we can monitor progress, provide predictions, and adapt the course of the project.



OCM is focused on providing- a seamless transition through efficient and effective channels that cover people, process, and technology changes. Our unique methodology is centered around the people who will use the system, engaging them throughout the project, and helping make them stewards of change.

(2) Plans for and anticipated challenges in scaling of the overall approach

We recognize that a large-scale change effort across County hospitals and clinical care sites comes with challenges, and we will develop a multi-pronged approach allowing us to scale the solution and proactively keep ahead of challenges:

- **Alignment From the Top:** Change is effective when employees hear directly from their leadership and see them “walk the talk.” Leaders are aligned with the system capabilities, anticipated process changes, and new ways of working. Leaders then take an active role in stakeholder engagement, communications, and adopt changes themselves.
- **Involvement From Everyone:** All stakeholders are involved in the project, participating in design sessions, readiness assessments, testing, sharing project information, or attending events to learn more about the new solution. To engage each location, we stand up and support a network of change champions proving readiness and guidance to the teams.
- **Collaborative Partnership:** Accenture team with its expertise in managing large-scale implementations, change management in the public sector, expertise in the industry, and product knowledge partnered with the County with its deep understanding of the organizational culture and employee experience. Together, we will be a powerful combination where we learn from and complement each other to drive a successful transformation. Collaboration between the teams is crucial for DCCDIS success.

Data-Driven Change: Accenture has driven some of the largest, most complex transformations in the public sector and health organizations. We leverage modern, innovative assessments, tools and capabilities like a shared change management platform and Transformation GPS that can be employed to uncover data-driven insights quickly to drive change adoption.

- Transformation GPS enables leaders of large and complex health care organizations to see whether transformation programs are on track, and to take the corrective actions required to keep them on track.
- Accenture Transformation GPS is a patented, analytics-based system—based on years of research and experience with actual transformation programs—that surveys and benchmarks employee experiences during a transformation program, helping executives predict potential outcomes, build capabilities, set a more successful course for the future, monitor progress and take corrective action as needed.

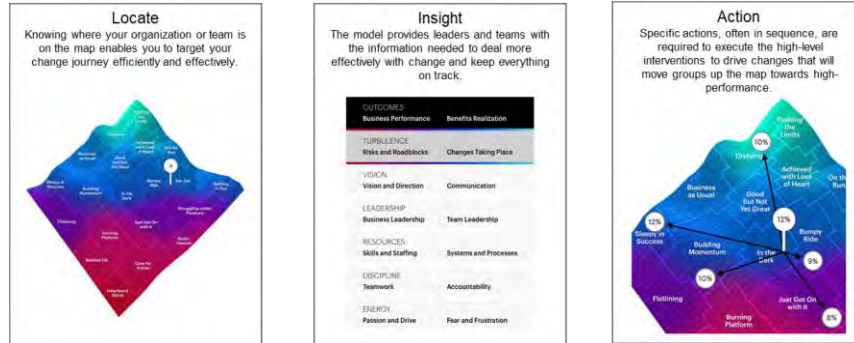


Figure 7. Transformation GPS provides Organizational Analytics for Transformation Readiness

(3) Resource requirements and how projected resource requirements and timelines are determined based on the size and complexity...

The team size will be based on the number of people impacted and the change complexity. The resource requirements are determined by the readiness assessments, stakeholder roadmaps, and development of the OCM strategy. The OCM team includes:

- **OCM Subject Matter Advisors:** Advises on organizational change management strategy, designs comprehensive plans for high-level sponsor and management engagement, communications, and training programs, and ensures OCM oversight and quality of OCM across all teams.
- **Change Management & Training Lead:** Develops and executes the OCM plan including engagement and communications, stakeholder interviews, facilitates end user engagement, and leads activities including the change champion network and hypercare.
- **Organizational Communications Specialists:** Execute engagement and communication plans, develop content, readiness assessments, analytics, status reporting, and tracking.

(4) Required timelines and approach to management of the OCM effort

The OCM team supports every phase of the technology and process rollout, to gain buy-in at all levels, and ensure that adoption is lasting, and people are connected to support. The OCM plan and timeline are developed and coordinated within the overall implementation timeline, in alignment with the three releases, and in partnership with Accenture and County teams.

(5) Strategy to mitigate risks and adjust the strategy and implementation should unanticipated challenges or delays become apparent

The team will consistently identify and track risks and determine the best actions to mitigate them in advance. Should unanticipated challenges become apparent, our experienced change practitioners will adapt by re-aligning stakeholders, increasing engagement, and providing communication with a high-level of transparency.

2. How the Proposer's standard or preferred approach to OCM will be modified because of the limited training infrastructure available at DHS.

Accenture’s Change Management practice has extensive experience working with multiple departments in LA County complemented with deep expertise from the Healthcare and Public

Service industries. During discovery, we will identify and discuss gaps and co-create our ways of working together. The timeline will be staggered to better accommodate County coverage needs. We will identify and stand up a change champion network to cascade the information to all those impacted.

a. Describe the proposed change management methodology, in sufficient detail for County to understand how this methodology works and why it is well suited to County’s needs. In addition, address the following separately identified sub- questions.

i. Describe how the methodology will facilitate the organizational, cultural, and change acceptance necessary...

Accenture employs a four-step OCM methodology, depicted in Figure 8 to facilitate the success of the County’s change effort.

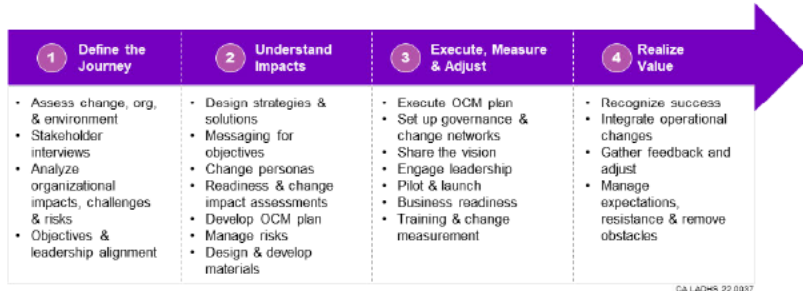


Figure 8. Accenture’s OCM Approach and Milestones

ii. Describe your experience as it relates to the use of such change management methodology.

- **California Department of Public Health** – Between contact tracing and vaccination, Accenture led the migration of all CA counties’ vaccine provider and/or public health operations to a Salesforce-based platform. Because healthcare professionals have competing priorities, limited time, and preferred ways of working, we established a “hub and spoke” model to rapidly standup engagement, communication, and training to resolve questions for medical offices, clinics, hospitals, and pharmacies across the state. Through this model, we met end users where they are encouraged adoption during a period of uncommonly hard changes and stress.
- **City of LA HR & Payroll Transformation** – Accenture supports The City of LA in implementing Workday for HR & Payroll for all 50K city users across 45 departments. Bringing our modern change platform to define the journey, align the impacted department organizations, while accelerating change adoption for the end users through next generation communication campaigns, ongoing measurement of adoption, and customized change management pathways.

iii. Based on your experience with similar engagements, what are the typical challenges?

Challenges can arise when there is a lack of visible engagement and clear vision from executive sponsors. Engaged sponsors communicate key messages, provide direction, remove obstacles, and promote the benefits of the project to the organization. Establishing the vision early prevents delays by setting clear messaging and communications regarding the change.

iv. What are mitigation strategies or steps to address the typical challenges identified?

We leverage various mitigation strategies including continuous feedback loops, measuring change adoption, raising risks early and often, aligning with stakeholders, and identifying project resources and gaps promptly. Another key strategy is engaging with project sponsors in the initial phases and on a regular cadence for strong communication and transparency.

v. Can the process you have used in the past to address the typical challenges identified above be improved, and if so, how would you improve the process?

The OCM team engages with sponsors on a regular cadence and conducts retrospectives to gather input and adjust for continuous improvement. The high-level messaging, we develop with leaders is carried out in our sponsor plan and communications plan to be cascaded with the change champion network. Accenture’s OCM methodology is constantly evolving as we learn from our experiences. We have made a concerted effort to employ a data-driven strategy which strives to eliminate bias from the planning process. Additionally, we can always improve by ensuring high psychological safety, growth mindsets, and a culture of continuous improvement for a proactive change journey.

1.5. Project Implementation Approach

Project Implementation Approach	
1.	<p>Project Implementation Approach The Proposer shall provide an overall project implementation approach.</p> <p>Describe the overall project implementation approach for the DCCDIS. Specifically, address the following:</p> <ol style="list-style-type: none"> a. What are the principal project phases? b. How does the proposed approach ensure that the system is configured to DHS’s specific needs? c. What techniques and tools are used to track and communicate project and defectstatus?

Accenture’s project implementation approach focuses on working closely with the county, Nuance & Dolbey to perform the following:

- Jointly define project vision and expectations.
- Create detailed work plans for each phase.
- Manage progress against these plans.
- Complete deliverables as efficiently and effectively as possible.
- Manage solution quality.
- Identify and mitigate project issues and risks.
- Manage scope and schedule.
- Achieve the expected business outcomes within the allocated budget and schedule.

This is a proven project management framework with proven assets that support the project end-to-end and seeks to reduce risk, enforce accountability, and maintain traceability.

a. What are the principal project phases?

Adhering to our ADM methodology, Accenture will apply a phased approach for project implementation for each of the three releases in the implementation roadmap. The organizational change communications tasks will be encompassing across all the phases of the implementation and will be managed by the Change Management & Training Lead. As depicted in Section 1.1, the project implementation will include the following phases:



Figure 9. Accenture’s ADM Methodology

CA LADHS 22.0931

1. Discover –

This phase prepares the overall project including:

- Conducting a formal project kickoff meeting.
- Understanding the scope of work.
- Aligning on business outcomes.
- Review and confirmation of business requirements and assumptions.

- Solution delivery and architecture guidelines.

This phase will also include product demos to help the county understand the multitude of benefits of each of the individual products.

2. **Design** – This phase entails the design of the end-to-end solution broken down by the releases and products and how they will come together to deliver a complete DCCDIS solution. This phase of the project will include:
 - Detail design reviews with county workgroup.
 - Incorporate review feedback into the design.
 - Obtain design sign off from county stakeholders.
3. **Build** – This phase marks the beginning of application development and will encompass the products in scope for the respective releases. This phase will:
 - Development and unit test of products as per design.
 - Demos of product meeting the county’s requirements.
 - Obtain feedback from county workgroup.
 - Incorporate feedback within scope into the build and unit test.
 - Obtain sign off from county stakeholders on successful demo meeting design requirements.
4. **Test** – This phase entails robust testing and hardening of the product and checks that functionality is thoroughly tested and UAT exit criteria is met prior to deployment / Go/No GO decision. This phase will include:
 - Systems Integration Testing executed in collaboration with the County Workgroup.
 - End to End Testing executed in collaboration with the County Workgroup.
 - User Acceptance Testing executed by the County Workgroup in collaboration with the Accenture team.
 - TTT (Train the Trainer) sessions to train the super users on the functionality and products being deployed to users for the specific release facilitated by the Accenture team.
 - EUT (End User Training) sessions to train the broader user group on the functionality and products being deployed to users for the specific release facilitated by the County Workgroup and supported by the Accenture team.
 - Daily Defect triage calls led by the Accenture PM actioned by the Accenture Team & the County Workgroup.
 - Regular defect status published at agreed upon at project initiation.
 - Review of the Deployment plan for the respective release with County Workgroup, Accenture team and impacted stakeholders.
 - Tabletop exercise simulating the deployment experience to ensure all participants of the pre-deployment, deployment & post-deployment tasks are fully aware of their roles and responsibilities during the deployment / go-live event.
5. **Deploy** – This phase releases the DCCDIS application to Production users, ensures that training is complete, UAT exit criteria has been achieved and begins the post go-live support. The phase includes:
 - Scheduling of deployment status calls with stakeholders.
 - Scheduling of war room for deployment tasks and monitoring.
 - Setting up production incident monitoring & tracking processes.
 - Validating all the pre-deployment tasks are completed successfully.
 - Kick off the deployment activities and war room monitoring and tracking of deployment tasks.

- Validation of successful deployment by DCCDIS Project team.
- Validation of successful deployment County Workgroup.
- Tracking and monitoring of Production incidents for the respective release.
- Reviewing the status of production incidents and reporting the status tracking towards the achievement of project stabilization and obtaining project acceptance from County stakeholders.

The Accenture implementation approach is customized to meet the needs of the County DHS. Below are some of the key differentiated aspects of our approach to DCCDIS Solution.

Tailored Solution: Accenture’s implementation approach is tailored for the County’s unique needs for a complex product suite implementation with the most advanced technology and varying degrees of AI/ML (Artificial intelligence/Machine Learning) training depending on the functionality / product. For example, Nuance’s flagship VR (Voice Recognition) product DMO (Dragon Medical One) is highly advanced, and industry proven to deliver high accuracy and quality with minimal training whereas some of the other products such as CDE One (Clinical Documentation Excellence One) and Fusion CAC (Computer Assisted Coding) require the county’s production data and 2-to-3-month timelines for ML training to be more accurate and meet the County needs effectively.

Minimal User Disruption: Although this implementation will use the proven framework of standard ADM (Accenture Delivery Methodology), we are customizing our approach to be nimbler by breaking down the 10 products into 3 releases thereby allowing the county to take advantage of the industry tested products sooner from month 4 and the products that require more inputs from the County will be released later in the timeline at month 10 and 13 respectively. Our approach of 3 releases will help mitigate many risks inherent with a big bang approach and the overwhelming demands that such an approach puts on the county’s teams.

The Accenture team will provide full lifecycle management support for the development and implementation of the DCCDIS solution. Working closely with the County, Accenture will leverage our refined and proven methodology that has resulted in significant successful transformations within both public and private healthcare organizations across the US. We will evaluate each use case from multiple perspectives and focus on the human centered experience.

Best Team Best Results: The Accenture team will deliver a best-in-class solution to the county. We customized our implementation approach to streamline complex implementation for all Nuance and Dolbey products to provide a seamless implementation experience. This differentiated and tailored approach enables the delivery of county’s objectives on schedule, with high quality, and within the fixed price.

Partnership building beyond paper: True partnerships exist outside the boundaries of governance meetings and monthly status updates. This means direct and transparent communications, holding ourselves and one another accountable, and following through on commitments.

b. How does the proposed approach ensure that the system is configured to DHS’s specific needs?

Accenture will collaborate with the County Workgroup to ensure our comprehensive implementation plan meets the need of the County DHS considering the tasks of the different contributors to the project work plan, resource, and timeline constraints, change control board, organizational change communications, and other items that can impact the training and schedule. Our proposed approach will ensure that the system is configured to the County’s specific needs by:

- First, creating structured design sessions that the County’s resources will participate in along with Nuance and Dolbey product specialists facilitated by Accenture’s Functional Lead. These sessions will be structured to minimize the impact on county’s resources.
- Second, we will utilize both our assets and best practices to assure that we are gathering all requirements and specific design decisions made by the County. Standard documents include, but are not limited to:
 - Requirements and design templates.
 - Governance documents and templates.
 - Training and adoption frameworks.
 - Visualization styles and guidelines (where applicable).
 - Repository of pre-built functions and queries.
- Third, the testing activities will be customized, reviewed and approved by the County so that all solution designs can be validated. The activities will include:
 - Customized testing scenarios and test scripts.
 - Documented test outcome expectations vs. actual outcomes.
- The County will have multiple opportunities to review demos or products and provide tangible feedback to be actioned by the Accenture Project Team to ensure a timely delivery of a quality product that meets the County’s specific needs and requirements.

c. What techniques and tools are used to track and communicate project and defect status?

To track and communicate project and defect status as mentioned in sub-section e of Question 1.1, the Accenture team will use the following Microsoft Office tools:

- Microsoft Project – Work plan.
- Microsoft Excel – Defect / Incident Tracking.
- Microsoft PowerPoint – Status Reports.
- Microsoft Teams – Collaboration & Communication.
- Microsoft Outlook – Collaboration & Communication.

While current status will always be visible and available throughout the project, status reporting will be presented during weekly status or Executive Leadership meetings.

Additional rigor will be placed on the status tracking by the Accenture PM in collaboration with the County SOW Lead along with the Functional Lead, Technical & Security Lead, Change Management & Training Lead, and the Test Lead to ensure the project does not deviate from the DCCDIS objectives and timeline.

The Test Lead will focus on test planning, test scenarios and scripting are thorough for SIT (Systems Integration Testing), E2E (End-To-End) Testing and UAT (User Acceptance Testing), Test execution, accurate defect status reporting and follow up towards defect resolution and meeting the exit criteria for each test phase in preparation for deployment and Go-Live.

1.6. Project Initiation and Mobilization

Project Initiation	
1.	<p><u>Project Initiation:</u> The Proposer shall conduct initiation activities with DHS.</p> <p>Describe your approach to introducing the DCCDIS, timelines and nature of the work effort required to launch the DCCDIS project with various stakeholder groups (DHS leadership, project team, Subject Matter Experts), including the following:</p> <ul style="list-style-type: none"> (i) Executive Kickoff(s); and (ii) Joint DHS and Proposer Project Team Kickoff(s) to include appropriate stakeholders. <p>Describe how you include or address the following when conducting the initiation session:</p> <ul style="list-style-type: none"> a. Providing the DHS Workgroup with an overview of the collaboration platform and tools, including system design activities and data collection processes.
<p>During project initiation, the Accenture and County teams will mutually agree to project success criteria and align on all aspects of project scope, risks, and timelines. In addition, status reporting and meeting cadence will be agreed upon so that communications are timely actionable and meaningful to all stakeholders.</p> <p>(i) Executive Kickoff(s) Prior to the formal project kickoff meeting, the Accenture team will meet with County Executives to identify key stakeholders and align on the overall project goals and objectives, workplan, schedule, project organization and management, and the appropriate governance model.</p> <p>(ii) Joint DHS and Proposer Project Team Kickoff(s) to include appropriate stakeholders. With confirmed alignment from County Executives, a formal project kickoff meeting will be held to share the project structure, roles and responsibilities, and overall approach with the broader Accenture and County project team, Subject Matter Experts, and stakeholders. The Accenture PM will facilitate this formal Kickoff Meeting in collaboration with the Change Management team which will provide an opportunity to align the broader project team & SMEs with the understanding of the overall project, vision, and goals of the County. For this Kickoff Meeting, Accenture will develop a Project Kickoff Presentation including the following items:</p> <ul style="list-style-type: none"> ● The project goals, objectives, and success criteria. ● Project scope. ● Roles of project stakeholders including the Project Sponsor, Project Management Team, Accenture Project Team, County Business and IT staff, and any other key project team members. ● A proposed project governance structure that includes decision-making responsibility and escalation paths. ● A preliminary project schedule that provides major phases and timeframes for key tasks and deliverables throughout the project, along with identification of any potential significant time constraints for Business staff (e.g., fiscal year end). ● Planned cadence for regular project status reporting, project status meetings, and executive project status briefings. ● Plan for sharing project documents (i.e., Microsoft Teams). ● Project Readiness checklist. ● Other topics as needed to effectively kick off the project with key stakeholders. 	

- Any decisions or agreements reached from the kickoff meeting will be documented by Accenture and submitted to the overall project team for review and acceptance. The formal project kickoff meeting will signify project initiation.

Describe how you include or address the following when conducting the initiation session:

a. Providing the DHS Workgroup with an overview of the collaboration platform and tools, including system design activities and data collection processes.

During the project Kickoff, Accenture will introduce the project phases and the activities to collaboratively design, build, and test the DCCDIS solution including product demos that highlight the product functionality to meet the business objectives.

Some of our assets & tools include, but are not limited to:

- Comprehensive Implementation roadmap.
- Proposed RACI matrix.
- Data Management plan.
- RAID (Risks, Assumptions, Issues, Dependencies) Log.
- Communications Approach.

1.7. System Design Document for DCCDIS

System Design Document for DCCDIS	
1.	<p><u>Develop System Design Document for DCCDIS</u> The Proposer shall develop a System Design Document (SDD) for the DCCDIS, with specifications relevant to DHS environment and requirements.</p> <p>Describe the proposed approach to:</p> <ol style="list-style-type: none"> a. Developing the DCCDIS SDD that describes the implementation details; b. Validating that the design has been correctly reflected in the specification; c. Validating the final specification with DHS stakeholders; d. Tools and techniques for documenting the DCCDIS Specifications; and e. Tracking and reporting status to the project team.
	<p>a. Developing the DCCDIS SDD that describes the implementation details Our most impactful solutions are created <i>with</i> our clients, not <i>for</i> them. We will partner with the county on this journey, building consensus and driving alignment through collaboration. We anticipate that most processes pragmatically either will not require substantive customizations from the out-of-the-box solution or will already be extensively informed by best practices. In these cases, we may arrive at the desired outcome by collectively agreeing to emphasize acceleration over a rich exploration of employee experience and co-creation. Our design will be informed by a three-step process:</p> <ul style="list-style-type: none"> • Baselining – we start off with an initial design based on the set of requirements and assumptions at project initiation and hardened by the discovery phase findings. • Refinement – With the baseline established, the focus shifts to driving final requirements and configurations required to maximize the product impact. Existing decisions are reviewed and assessed if there are further optimizations that are feasible. • Finalize –The major outcome of the Design phase is finalizing the detailed technical and functional requirements. The Requirements document will provide traceability around how the enhancements will be addressed and will document key attributes, where applicable, such as: <ul style="list-style-type: none"> – Business process/Functional Area. – Out of the Box features. – Enhancements/Extensions. – Code or Configuration changes. – Commonality in industry point of view. – Change management/Training impacts. <p>At the conclusion of the Design phase, the project team will have</p> <ul style="list-style-type: none"> • Provided proven assets and best practices to provide the right structure to build and deliver. • Provided industry gathered requirements for comparison and gap remediation. • Conducted an initial impact analysis to guide the training and change management approach. • Recommended an approach for environments, infrastructure, and technical architecture. • Developed understanding of the organization and stakeholder concerns/expectations.

- Prepared for change and training activities.

A central tenet of our experience led design process is that we cannot presume to fully understand the problem without meaningfully engaging with the people who use the experience. Our discovery phase, therefore, aims to understand the current state user experience so that we help address the current challenges in entirety and help optimize the future state user experience.

Based on the functional and technical requirements, the Accenture team will create a System Design Document (SDD) that includes the following:

- Implementation Approach.
- Solution Scope Definition.
- High-level Architecture Diagram.
- Functional Design.
- Integration Design.
- Technical Design.

We will engage the County team to validate requirements and understand the relationships to the core capabilities of the DCCDIS system.

b. Validating that the design has been correctly reflected in the specification

As part of the design phase, a series of working sessions are conducted to ensure the project stays on course. These working sessions, which can include both senior stakeholders and day-to-day system users, routinely include three steps:

- **Share research insights:** To create a common familiarity with the opportunity space, we share what we've learned so far, beginning with our initial hypotheses, followed by key insights, and concluding with our synthesized user journeys. We address remaining questions and collectively make minor edits to our research summaries.
- **Review technology solution:** Any new experience will work within the strengths and constraints of the Nuance & Dolbey product suite. Accordingly, workshop participants should have a common understanding of baseline capabilities support, fixed and flexible, related to the business process in question.
- **Design the experience:** Using a combination of design thinking and role-playing exercises, we create new solutions that address prioritized pain points. Because exceptions management solutions incorporate evolutions to systems and ways of working, new concepts must address both what you see and what you do—including upstream and downstream implications.

c. Validating the final specification with DHS stakeholders

Content created in workshops often requires post-session polish and detail. To formalize final recommendations, we synthesize workshop concepts into future-state journeys that connect the dots between the people engaged in the experience and the processes, touchpoints, capabilities, and the surrounding ecosystems that support them. These journeys will be immediately actionable, setting the foundational and experiential expectations from which requirements and change management strategies can be created. Exceptions management journeys are coupled with value cases, a high-level analysis of the anticipated business outcomes the new experiences will drive.

d. Tools and techniques for documenting the DCCDIS Specifications

Accenture will bring standard templates in Microsoft Word, Microsoft Visio, and Microsoft

Excel for documenting the types of specifications needed to ensure successful project implementation. The Accenture PM will work with the County SOW Lead to acquire prior approval for any tools used.

e. Tracking and reporting status to the project team

During the Design Phase, the Accenture team will utilize Microsoft Project to track and report status to the project team, as mentioned in sub-section e of Question 1.1. These methods will represent a continuous view of design completion percentages by release broken down by products within each release.

1.8. System Support Training

System Support Training	
1.	<p><u>System Support Training:</u> The Proposer shall provide system support training to DHS staff for all of their DCCDIS support roles and responsibilities.</p> <p>Describe the proposed approach to:</p> <ul style="list-style-type: none"> a. Overall System Support Training strategy; and b. Specific methodology to facilitate the required System Support Training.
	<p>a. Overall System Support Training Strategy</p> <p>Accenture recognizes that county’s staff time is extremely premium affecting the countless lives they touch, care for, and save. The Knowledge Transfer (KT) approach is nimble and flexible and will evolve through collaboration with the County to adapt to the staff’s capacity that could be strained due to the ongoing pandemic and other unforeseen mass casualties.</p> <p>We also understand the importance of fully enabling County administrators to understand, support, and continually enhance its new DCCDIS solution to ensure its long-term success and adoption. To that end, Accenture will create and conduct Knowledge Transfer (KT) activities, such as on-site go-live support and side-by-side training, primarily for the technical team, complemented by self-guided training for the administrative users. We understand that KT must occur continuously throughout the project which allows the ability to build skills and share valuable knowledge and experience. County personnel will receive ongoing access to the Accenture project team during development to grow the skills they need to maintain the DCCDIS system.</p> <p>Prior to each of the 3 releases, Accenture and the County support teams will have a dedicated two months support KT, so support teams gain the expertise to resolve issues timely. Accenture has tailored the strategy for the county to be self-sufficient in 2 years by bringing in a support staff early in the implementation during Release 1, as early as the 4th month (for details, please refer to the timeline in section 1.2). The team will complement the county’s L1 support with the necessary L2 support and will coordinate with Nuance & Dolbey product teams for any L3 support needs for 2 years. The release strategy along with bringing in a support team member early will allow the project to further understand and learn the support needs of the county and adapt our approach for Release 2 & 3.</p> <p>Accenture will coordinate the KT approach with the change management and end user training strategies, so it coincides with the overall project timeline.</p> <p>At the beginning of the project, we will determine the scope of KT required for County and any potential risks. Accenture will develop Role Based Learning Plans so that each role defined will have a clearly defined KT path with specific, measurable criteria for demonstrating achievement of knowledge transfer. KT occurs throughout the project, allowing County team members to continuously grow and understand the solution. The last step is confirmation that KT is complete, with complete transfer of operations to the County.</p>

b. Specific methodology to facilitate the required System Support Training

The Accenture team would be offering specific KT opportunities that will allow administrators, providers, and IT staff to properly transition to the new products. These opportunities have both on-site and remote learning options, and continuous learning will be offered to ensure that the KT sessions were effective. Training packages and options vary based on discussion and final contract agreement with the County.

System Support Training:**Release 1:****Dragon Medical One/PowerMic Mobile:**

- Train the Trainer program delivered on-site or remotely.

Release 2:**Dragon Medical Advisor for Inpatient Guidance:**

- Administrator training (compliance, configuration, filtering, reports) for hospitalists across delivered on-site or remotely.
- Specific technical services for Inpatient Guidance includes NMC Training for Inpatient Guidance Configuration.

CDE One

- CDI Client Portal access featuring Nuance CDI Learning, Nuance CDI Classroom, Program Management Tools, CDI Physician Services, Software Support, Remote Physician Education, and CDI Physician Advisor.

Surgical CAPD

- IT staff training on the setup of the application.
- Train the Trainer training for designated customer staff who will provide training for healthcare providers to enable them to use SCAPD for clinical documentation. Available on-site or remote; up to 3 attendees per session.

Fusion CAC Product Training**Management Day 1 Training**

- Normally a new system go-live is a time to focus on end-user support for the management staff. Administrative Day 1 Training is designed to give these users access to the most crucial administrative tools and functions so you can get back to focus on the end-users. Just what's needed to manage the system on a day-to-day basis.

Management Follow Up (15 days)

- Roughly 2 weeks after go-live Dolbey holds a management Follow Up. During this remote webinar Dolbey fields non-urgent questions on management topics that have come up. This training focuses on general reporting, User and Workflow Management.

Management Follow Up (30 days)

- A third remote management session is scheduled about a month after go-live to target reporting. At this point there is enough activity in the system to run monthly reports with meaningful data. During this session Dolbey focuses training on our ad-hoc reports, canned reports, and the calendar view. In addition, trainers will share their experiences in interpreting the data to provide insight and, where relevant, guidance on areas that are working well and areas that could use improvements.

Technical staff training

- Show technical staff and select SME resources how to validate chart data, and code and perform CDI functions on charts for validating the outbound feeds. It is not a replacement for the full training provided at go-live, but it will give project resources additional insight that is useful when engaging in discussions about the system configuration.

IT/Infrastructure Training

The IT/Infrastructure Training is typically the most fluid training session Dolbey offers at go-live. Dolbey will have technical resources on-site to support go-live, and these resources can educate IT infrastructure staff on the servers and/or show the help desk staff how to triage questions that frequently come in from end users during go-live.

Release 3:**PowerScribe One Administrator Training**

- Comprehensive training program for Administrators that includes self-paced, functional, and technical online courses, facilitated webinars, and classroom training with follow up remote consultative configuration support to administer the PowerScribe suite of products.

Advanced Integration with ModLink

- Administrator training.

PowerConnect Actionable Findings

- Remote Online, self-paced course for Administrators and Agents; Remote Administrative training on the Web Tool.
- Administrator/Provider Training including 2 Days of live, instructor-led training for Providers for Go-Live; up to 4 hours of Administrator training/support.

mPower Clinical Analytics Administrator Training

- Remote “Basic Administrative Functions” course that introduces the basic administrative functions of mPower including adding users and setting preferences. Consists of 3-Day Live, Instructor Led Training for the following groups up to 14 per group. The course covers the following topics: Clinical Research and Data Mining, Usage and searching in the system, Clinical Analytics, and Quality Control. Also includes support-time with administrators to answer outstanding questions to train additional users as needed.
- Live, remote “Introduction to mPower Quality and Analytics” course that introduces the basic QA/QC functions of mPower.

Follow-up Manager Administrator Training

- Remote Administrator Training for up to an agreed number of administrators. Typical training sessions are 1 hour in length.

1.9. User Training

User Training	
1.	<p>User Training Methodology: The Proposer shall provide an approach and methodology for training. Describe your recommended DHS-specific approach and methodology for training endusers. In addition, address the following separately identified sub-questions:</p> <ol style="list-style-type: none"> a. Describe the methods, tools, and types of training (e.g., classroom, ComputerBased Training (CBT)/e-learning, long-distance learning, etc.). b. Describe how the training approach and methodology covers the full spectrum of comprehensive, innovative, and cost-effective training; and c. Describe the proposed DHS involvement (e.g., subject matter experts, end users, etc.).
<p>Training Summary Our training program focuses on meeting the educational and learning needs of the impacted end users across the County of Los Angeles hospital and clinical care sites. Targeted training at each release will keep disruptions to a minimum and ensure the right people are given training at the right time. The value of our training program is realized when the County super users have the skills and knowledge to provide training to the teams and use the new processes and tools to improve the quality, timeliness, and completeness of clinical documentation, data capture, and coding for each of the three product releases.</p> <p>a. Describe the methods, tools, and types of training (e.g., classroom, Computer-based Training (CBT)/e-learning, long-distance learning,) etc. The Accenture team delivers Train the Trainer courses for each release using a variety of methods including remote or on-site group instructor led training, foundational web-based training, eLearning, and live question and answer sessions.</p> <p>b. Describe how the training approach and methodology covers the full spectrum of comprehensive, innovative, and cost-effective training. Training Approach and Methodology Our training program focuses on the learner's experience and the delivery of relevant and meaningful learning activities to meet the needs of impacted physicians, coding technicians, diagnosticians, and administrative staff, as they transition to the new processes and tools. The training strategy is synchronized with the overall project release plan delivering training to the unique audience for each set of process and tools shown below by release. We do this through a Train the Trainer model, which addresses each of the learning areas by:</p> <ul style="list-style-type: none"> ● Providing foundational, role-based information on the new business processes and tools (Formal Learning). ● Focusing on peer learning, mentoring and information sharing is as relevant as possible for certain subsets of medical staff (Social Learning). ● Empowering staff to learn continuously from a formally trained peer on-site with them. Embeds the knowledge of the system and how to train on it, with the people who use it every day (Continuous Learning). <p>This blended learning approach will allow staff to learn the basics quickly from a trusted source and then continually improve through local collaboration and information sharing. End user training methodology employs a structured Train the Trainer approach, where key super users are identified by the customer and trained extensively on the solution and then help train end users at the customer site as needed. This cost-effective, scalable approach allows customers to accommodate training schedules in respect to personnel availability as well as ensures continuous sustainable training across the organization.</p>	

The following course list by release provides the types of end user training, delivery methodology, and target audience that can be provided for the various product suites. Note: Training packages and options vary based on discussion and final contract agreement with the County of Los Angeles.

Release 1:

Dragon Medical One (DMO)/PowerMic Mobile

- eLearning for Dragon Medical One and PowerMic Mobile foundational.
- With the aid of customer Physician Champions, design and build optimized specialty-based provider workflow in Dragon Medical One for agreed number of departments.
- Web-based Foundational training and Group Instructor-led training for providers.

Release 2:

Dragon Medical Advisor

- Dragon Medical Advisor Inpatient Guidance for hospitalists.

CDE One

- We consult with you to develop a customized instructor-led training program for CDI training during your implementation process. Keeping your outcomes in mind, recommendations will be provided on the key elements of your CDS CDI consulting (e.g., clinical rotations, on-the-job (OTJ) workflow mentoring, recruiting aid, etc.).
- Continuing education (24 hours for year 1; 16 hours for each subsequent contracted year. consult with you on how to use your continuing education days to maximize your CDI outcomes (e.g., physician education, recruiting aid, medical director mentoring, etc.).
- Will review up to three (3) medical records, with written responses including Coding Clinic support, per quarter and up to twelve (12) records per year.
- Virtual CDI Strategy Academy (Unlimited) - Monthly recorded 30-minute sessions providing detailed clinical and coding information regarding documentation strategies.
- eLearning or self-paced training is provided for CDE One foundational.

Fusion CAC product training:

Remote workshops with additional labs:

- User acceptance testing (UAT) shows technical staff how to validate chart data and perform CDI functions on charts.
- CDI training at go-live, reviews use Fusion CAC as a workflow and chart review tool, document physician queries, and calculate working DRG.
- Outpatient and inpatient coder training on how to access charts via the workflow and how to review and code patient charts in Fusion CAC.
- Management Day 1, Day 15, and Day 30 training.
- Electronic reference materials and recordings.

Release 3:

PowerScribe One:

- Provider Training is delivered in a series of non-sequential sessions that includes:
- Production Session – Observe/support dictating, editing, and signing and basic navigation through the application (Up to 1-hour).
- Advanced Sessions (Post go-live 30 days) – Includes more advanced functionality with best practices and basic troubleshooting.
- Autotext creation/maintenance – Customized to the needs of the individual provider. (Up to 1-hour).

PowerConnect Actionable Findings

- Radiologist Provider On-Line Self-Paced Training is an online, self-paced course for Radiologists that covers Critical Value Alignment, finding types, creating alerts, and best practices in PowerConnect Actionable Findings.
- Reporting Clinicians/Radiologist Provider On-Line Self-Paced Training that covers Critical Value Alignment, finding types, creating alerts, and best practices in PowerConnect Actionable Findings.
- Provider Training (per day) – Provides live, instructor-led application services and support. Provider training (approx. 30-45 mins per user).

mPower Clinical Analytics End User Training

Remote training – Introduces the basic administrative functions of mPower including adding users and setting preferences and consists of a 3-Day Live, Instructor Led, Group (up to 14 per group) Training sessions for the following groups:

- Clinical Research and Data Mining.
- Radiologists, Residents, Fellows, and Chief of Radiology–Usage and searching.
- Clinical Analytics – Training with Chief of Radiology.
- Quality Control – Training with Chief of Radiology, ACR Officers, JCAHO officers and radiology leads.
- Introduction to mPower Quality and Analytics -- Live remote delivery class that introduces the basic QA/QC functions of mPower.

c. Describe the proposed DHS involvement (e.g., subject matter experts, end users, etc.).

The success of the train the trainer program relies on the partnership and collaboration between the County and the Accenture project teams. Together we will determine training milestones, develop a training schedule, and determine the best high-level timeline in which to deploy the proposed product(s) across the County Healthcare Delivery network. This includes:

- Scheduling training session resources as needed.
- Driving full attendance for all training sessions.
- Ensuring participation in training sessions as required.

1.10. Deployment Planning and Execution

Deployment Preparation and Execution	
1.	<p>Develop and Maintain a Deployment Plan: The Proposer shall provide and maintain a Deployment Plan and conduct DCCDIS Deployment.</p> <p>Describe your approach to developing and maintaining a Deployment Plan for the required Deployment Go-Live events to complete the implementation of the Proposed DCCDIS Licensed Software at DHS sites, including:</p> <ol style="list-style-type: none"> a. Key Milestones and high-level timeline; b. Training activities; c. Deployment Preparation and Deployment Planning; d. Deployment activities at day of Deployment; e. Post-Deployment Stabilization Support; f. Transitioning to Production Support Services; and g. System Acceptance.

Solution Deployment

To help mitigate the risks of a big bang deployment that could impact a large number of Physicians and Radiology Clinicians, the Accenture team proposes an iterative roll out of key functionality to production users over three Releases. This approach will reduce the burden on the county while providing key functionality of voice recognition with NLP to be available for physicians sooner (i.e., at the end of the fourth month).

The proposed DCCDIS products are cloud hosted services or dedicated on-premise environments that integrate with ORCHID EHR system. Drawing upon our extensive experience with large integration application deployments across multi-entity health systems (e.g., EHR and ERP implementations) as well as deploying dozens of cloud and on-premise based healthcare solutions for hospital and other care sites, the Accenture team will collaborate with the County team to prepare the production environment ahead of production go-live for

each Release. In an effort to provide a smooth transition to production, we will adhere to our mutually agreed upon approach for implementation and deployment. Figure 10, below, depicts our proposed deployment approach.

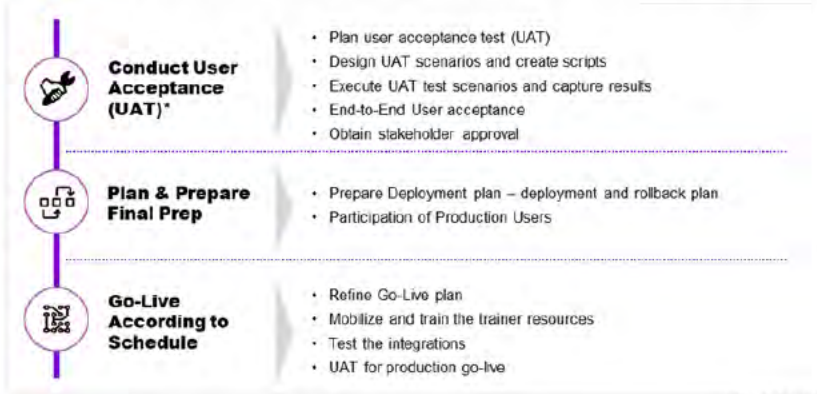


Figure 10. Acceptance, Final Steps, and Deployment key activities

a. Key Milestones and high-level timeline

Key Milestones include:

- Initiate the creation and maintenance of a deployment/go-live plan.
- Align on post go-live stabilization criteria to exit hypercare/post go-live stabilization phase in 4 weeks.
- Align on go-live criteria at the end of E2E test and UAT.

- Perform component, integration, end to end, and user acceptance test of product/s. As we start tracking towards the different criteria, we will monitor progress toward the different criteria milestones and any divergence in the metrics will be addressed immediately so that there are no surprises at go-live.
- Continually update the deployment/go-live plan with learnings from the test phase and incorporating emergency contacts for key deployment personnel across all impacted teams and an understood and agreed upon backout plan in the event of a need to revert changes deployed to production.
- Ensure operational readiness and successful go/no-go by meeting UAT exit criteria.

Prepare pre go-live and set up active bridge conference line, go-live war room/command center to make real-time decisions and adjustments during go-live and to triage post go-live production incidents in real-time.

- Execute go-live tasks with live deployment monitoring from war room/command center
- Execute post go-live validation tasks and obtain business confirmation on successful go-live with live monitoring from war room/command center.
- Schedule regular agreed upon cadence for production incidents logging tracking and monitoring from war room/command center.
- Obtain sign-off from County stakeholders to exit hypercare/post go-live stabilization.

b. Training activities

As part of deploying a new solution to production, the Accenture technical lead will perform tabletop exercise with all the key contributors to the deployment activities including but not limited to Infrastructure, technical, functional, change management, training, and communications team to gather alignment with the entire organization to plan for the pre-deployment, post deployment and deployment tasks and confirm the plan is accurate and all key personnel contributing to the successful deployment are fully aware of their respective tasks, dependencies and expected time of execution of their tasks and the duration of task execution is fully understood prior to the actual production pre go-live events. As part of the exercise the technical lead will collect emergency contact information of all key personnel who have been identified to be a task owner during the entire production deployment/go-live event in the event there are deviations to the deployment/go-live activity. All participants in the deployment will be made aware of the war room/command center and bridge conference line that will be used during the deployment activity. The project change communications specialist will be providing regular updates to the wider county organization in keeping all productive users abreast with the deployment start to completion.

c. Deployment Preparation and Deployment Planning

For each Release, the Technical Lead will establish a deployment plan for deployment activities and gain an understanding of the County's expectations. We will obtain an early understanding of the effort and resources involved in deployment and assign deployment activities to Accenture and partner team members and County contributors.

We will maintain a contact list of all key personnel and their contact information within the go-live schedule to mitigate potential issues during production go-live. We will develop a detailed go-live schedule of deployment activities and required checkpoints during go-live and create the deployment procedures documentation and communication plan to prepare the entire County organization in preparation and leading up to the production go-live and post go-live status updates to the organization. The deployment plan will include a detailed list of tasks, task dependencies and objects being deployed to production, post deployment validation steps and a backout plan in the event the deployment has an unresolved issue, and we need to revert to the pre-deployment state of production environment. The Technical Lead will review the deployment plan with all key solution contributors to the production go-live at strategic milestones to ensure the deployment plan meets the needs of the project

objective and will seek the approval of key leads owning the solution. The Technical Lead will ensure availability of all contributors to the go-live plan during the production go-live.

The Technical Lead will schedule regular periodic checkpoints with key stakeholders to ensure all pre-deployment activities are carried out leading up to the deployment to production as per the approved plan. The organizational change communication specialist will communicate dates and details about platform rollouts to all involved parties and will ensure the organization is ready and prepared to embrace the new technology while monitoring and analyzing findings and feedback on platform deployment to keep the organization up to date on the deployment/roll out of products and solutions.

d. Deployment activities on the day of Deployment

On the day of deployment, the Technical Lead will schedule a deployment bridge conference to cover the entire duration of the deployment from start to finish. The Deployment Lead will ensure all pre-deployment activities captured in the deployment plan have been completed prior to the start of deployment activities. During deployment the Technical Lead will execute the deployment plan with the task/activity owners, monitor and track the successful completion of each step in the deployment plan, and provide regular status updates to the stakeholders at agreed upon frequency or intervals until the deployment is complete.

In the event of any unresolved issues that negatively impact the production environment, the Technical Lead will seek approval from stakeholders to execute the backout plan detailed in the deployment plan.

e. Post-Deployment Stabilization Support

After successful deployment to production, the Technical Lead will lead the war-room/command center to provide live status updates and capture any production incidents that may be reported by the County end users. The command center will be a place where any stakeholder or County user can get live status updates or report production issues.

The Technical Lead will log any production incidents and identify the key personnel who can help resolve the production issues/incidents expeditiously. The Technical Lead will monitor any critical production incidents for timely resolution to ensure minimal disruption to regular production operations. The Technical Lead will publish a daily status report on the incidents reported, the progress/resolution of the incidents, and health of the production environment until successful exit from the post deployment stabilization phase.

f. Transitioning to Production Support Services

A dedicated application support team will be identified at least 4 to 8 weeks prior to the production go-live event. The project technical team will provide KT to the application support team starting 4 weeks prior to the production go-live and over a period of 8 weeks, the application support personnel will monitor and observe the project teams successful exit from the hypercare/post go-live stabilization. The application support team will take full ownership of support activities post hypercare for the products that have exited hypercare.

g. System Acceptance

Prior to the creation of Deliverables, the County and the Accenture team will agree upon the acceptance criteria for such Deliverables, any applicable acceptance testing procedures, and other relevant items. Once all Deliverables prior to go-live have been accepted, the relevant software products will be deployed into the production environment and go-live for such products will occur. Once all software products included in the DCCDIS system have been deployed into the production environment and have operated in material conformance to their specifications for a 90-day period, the County will accept the DCCDIS system.

1.11. Transition to Production Support

Transition to Production Support	
1.	<p>Plan to Transition to Production Support: The Proposer shall provide a plan to transition from system implementation to production support.</p> <p>Describe the proposed approach to:</p> <ol style="list-style-type: none"> a. Determining that stabilization has been achieved and exit criteria have been met; b. Knowledge transfer from the project team to the Production Services SupportTeam; and c. Transition of responsibility from the project team to the Production ServicesSupport Team.
<p>The main objectives of transitioning to Production Support are to:</p> <ul style="list-style-type: none"> • Ensure the DCCDIS system is stabilized prior to being handed over to production support. • The production support team is empowered with an appropriate level of training to take on the support role. • Ensure a smooth transition from project implementation team to the production support team across all three releases and the entire scope of the project. <p>Our stabilization approach fosters the partnership between the project team and County’s business and technical teams through the creation of the Concierge team. The Concierge team is made up of technical project team members, business super users, and County’s IT support team members working together as first line of defense in the case of production incidents. Depending on the type of issue, the Concierge team executes data repairs, break/fixes, develops automations, or simply points users to the Knowledge Management repository if a knowledge gap is encountered.</p> <p>Our experience shows that quick and efficient resolution of issues, driving to overall stability, is best accomplished by a cross-disciplined team. A goal of this team is to help the organization become self-serving more quickly through tools and knowledge enablement; this helps reduce stabilization demands on project team resources allowing them to pivot to the next release.</p> <p>a. Determining that stabilization has been achieved and exit criteria have been met</p> <p>With extensive experience managing knowledge transfer to clients for large scale projects within California such as FI\$Cal, CALSAWS and CalHEERS, we understand that it is crucial that the in-scope services continue to run smoothly and successfully after go-live. Accenture production support resources and dedicated project resources will work hand-in-hand with County business and technical teams for prompt issue identification, escalation, and resolution. Operational outcomes with stability are our focus from the beginning of this journey. It is the mantra we live by throughout the implementation and guides our decisions. At the start of the project, Accenture will work with the County to establish the exit criteria that meet the requirements and needs of the County within the four weeks of planned post go-live hypercare support. Through regular project status monitoring, the Accenture PM will track and publish the exit criteria status to County and Accenture stakeholders. Stabilization will have been achieved when the established exit criteria have been met.</p> <p>b. Knowledge transfer from the project team to the Production Services Support Team</p>	

To prepare the County for self-sufficiency post-warranty, Accenture’s approach makes Knowledge Transfer (KT) a “routine” way of completing project activities throughout the implementation. We will facilitate KT throughout the project by on-the-job learning via the “see, try, and do” approach. First, “See” entails County resources watching Accenture resources perform the work. Next, “Try” involves County resources conducting the work while receiving coaching from the Accenture team. Lastly, “Do” includes County resources leading the work.

Recognizing that collaboration leads to a successful project including transferring knowledge from our project team to the County team, Accenture understands that KT will be an ongoing process. The final KT sessions will be formally conducted with key County staff as we walk through each of the technical documents and training materials. The training team will support this process to track key conversations and ensure KT is complete.

The transfer of knowledge may include work shadowing, paired work, demonstrations, narrative transfer, practice sessions, joint testing methodology, or other hands-on methods to be determined by the teams to meet corresponding requirements and needs. Accenture will create the documentation of key knowledge materials and upload them to a pre-determined knowledge repository for reference.

c. Transition of responsibility from the project team to the Production Services Support Team

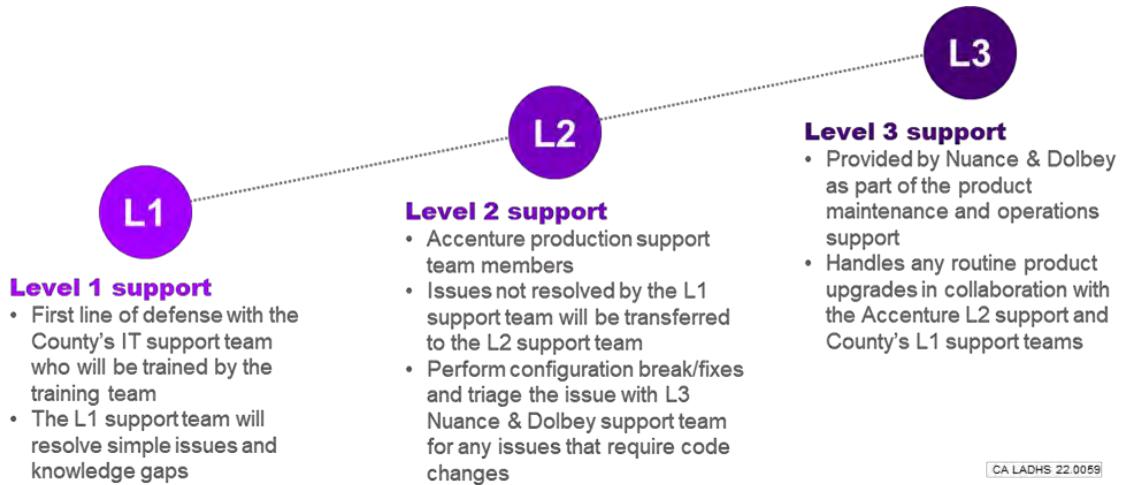


Figure 11. Three levels of production support

While the County resources who participated in the KT sessions will be the L1 (first level) of support for any issues that may arise once the system is live, Accenture will provide L2 (Second level) of support for issues that cannot be resolved by the County resources. Accenture will provide 1 month of post go-live hypercare support and 1 year of post-production maintenance and operations L2 support. Our approach to L2 support will be to operationalize and simplify the process of configuration changes needed for the DCCDIS system. During the 1 year of L2 support, Accenture will develop job aids for common configuration changes encountered to improve efficiencies and work with the County’s IT support teams to help successfully transition the L2 support function to the County’s L1

support team at the end of the 1-year production support period. We will take commercially reasonable efforts to work with the County to execute the pre-transfer, transfer, and post transfer services.

Key considerations for the transition to production support include:

- Collaborating with the County on a Transition plan applicable to the specific project phase.
- Identifying key support personnel and third-party providers to perform knowledge transfer and training to the future support team from County's IT support team.
- Transferring applicable software and data from Accenture and partners to the County using commercially reasonable efforts.
- Providing reasonable information including contacts, estimating volumes and attributes to assist the County in procuring equipment, software, and services.
- Providing a structured approach to execute a KT program.



Appendix K – Required Forms



**DATA CAPTURE AND CLINICAL DOCUMENTATION IMPROVEMENT SYSTEM
AND RELATED SERVICES
REQUEST FOR PROPOSALS**

APPENDIX K (REQUIRED FORMS)

#DCCDIS2021

**REQUIRED FORMS APPENDIX K.1
PROPOSER’S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT**

Please complete, date and sign this form in its entirety. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in an Agreement.

1. If your firm is a corporation or limited liability company (LLC), state its legal name (as found in your Articles of Incorporation) and State of incorporation:

Name	State	Year Inc.
Accenture LLP	IL	2001
Address		
161 N. Clark Street, Chicago, IL 60601		

2. The firm must be registered with the California Secretary of State in order to do business with the County. Provide the following:

Name	CA Secretary of State Entity Number
Accenture LLP	201995332001

3. All Firms must register on the County’s WebVen. Registration can be accomplished online via the Internet by accessing the County’s home page at <http://camisvr.co.la.ca.us/webven/>. Provide Agency’s County WebVen Number:

046090

4. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:

Accenture, Inc.

5. If your firm is doing business under one or more DBA’s, please list all DBA’s and the County(ies) of registration:

Name	County of Registration	Yr. became DBA
Name	County of Registration	Yr. became DBA

If your firm is going to use a DBA for this Agreement, please provide the Fictitious Business Name Statement filed with the LA County Registrar Recorder with the corresponding name.

6. Is your firm wholly or majority owned by, or a subsidiary of, another firm? No Yes **If yes,**

Name of parent firm: Accenture plc

State of incorporation or registration of parent firm: Dublin, Ireland

7. Please list any other names your firm has done business as within the last five (5) years.

Name	Yr. of Name Change
Name	Yr. of Name Change
Name	Yr. of Name Change

8. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

As a Global Fortune 500 company, Accenture may, at any given time, be involved in various merger and acquisition discussions. Generally, such opportunities are highly confidential and may not be shared. No mergers or acquisitions are presently contemplated, nor have any taken place, that would adversely affect Accenture LLP's ability to provide the services described in this proposal.

COMPLIANCE WITH SPECIFIC COUNTY PROVISIONS

Company acknowledges and certifies compliance with all terms and conditions outlined in Appendix J (Required Agreement), and the following specific Los Angeles County codes and provisions:

1.	Section 24 (Insurance) of Appendix J.1 (Required Agreement Body), including Section 24.4 (Insurance Coverage Requirements) of Appendix J.1 (Required Agreement Body). Proposer shall submit proof of insurability prior to execution of an Agreement.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
2.	The Los Angeles County Code, Chapter 4.32.010 and Section 30.2 (Compliance with Civil Rights Laws) of Appendix J.1 (Required Agreement Body).	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3.	The Los Angeles County Code, Chapter 2.202 and Section 30.4 (Contractor Responsibility and Debarment) of Appendix J.1 (Required Agreement Body).	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
4.	Section 30.6 (Compliance with County’s Jury Service Program) of Appendix J.1 (Required Agreement Body).	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5.	Section 30.25 (Prohibition from Participation in Future Solicitation(s)) of Appendix J.1 (Required Agreement Body).	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
6.	The Los Angeles County Code, Chapter 2.200 and Section 30.9 (Contractor’s Warranty of Adherence to County’s Child Support Compliance Program) of Appendix J.1 (Required Agreement Body).	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
7.	The County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206 and Section 30.12 (Defaulted Property Tax Reduction Program) of Appendix J.1 (Required Agreement Body).	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

8.	Section 30.15 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower-Tier Covered Transactions (2 C.F.R. Part 376)) of Appendix J.1 (Required Agreement Body).	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
9.	Section 30.16 (Compliance with County’s Zero Tolerance Policy on Human Trafficking) of Appendix J.1 (Required Agreement Body).	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
10.	Section 30.24 (Compliance with Fair Chance Employment Hiring Practices) of Appendix J.1 (Required Agreement Body).	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
11.	The County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>


Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed in Appendix N (Minimum Mandatory Requirements), of this Request for Proposal.

Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director’s sole judgment and his/her judgment shall be final.

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Proposer’s Name
Accenture LLP

On behalf of Accenture LLP (Proposer’s name), I Martin H. Hodgett (Name of Proposer’s authorized representative), certify that the information contained in this Proposer’s Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.



 Signature

 Managing Director
 Title

05-09-2022

 Date

Address		
1003 E. 4th Place, 8th Floor, Los Angeles, CA 90013		
E-mail address:	Telephone number:	Fax number:
martin.h.hodgett@accenture.com	310-426-5097	310-726-2950



Attachment A – Additional
Nuance Response
Documentation



PowerScribe[®] One

HL7 Interface Specifications
SEPTEMBER 2021

the 1990s, the number of people with a diagnosis of schizophrenia has increased in many countries (Murray & Lopez, 1996).

There is a growing awareness of the need to improve the lives of people with schizophrenia. The World Health Organization (WHO) has developed a number of strategies to improve the lives of people with schizophrenia (WHO, 1993). One of the key strategies is to improve the quality of life of people with schizophrenia. This can be done in a number of ways, including:

• Improving access to mental health services.

• Improving the quality of care provided.

• Improving the social and economic conditions of people with schizophrenia.

• Improving the support and care of family members.

• Improving the quality of life of people with schizophrenia.

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the 1990s, the number of people in the world who are living in poverty has increased from 1.2 billion to 1.6 billion (World Bank 2000).

There are a number of reasons for this increase in poverty. One of the main reasons is the rapid population growth in the developing world. The population of the world is expected to reach 8 billion by the year 2025, with the majority of the increase occurring in the developing world (United Nations 2000).

Another reason for the increase in poverty is the rapid technological change in the developed world. This has led to the displacement of many workers in the manufacturing sector, and the concentration of wealth in the hands of a few people (World Bank 2000).

There are a number of ways in which the world can reduce poverty. One of the most important is to improve the quality of education and health care in the developing world. This will help to create a more skilled and healthy workforce, which will be able to compete in the global market (World Bank 2000).

Another way to reduce poverty is to improve the efficiency of the agricultural sector in the developing world. This can be done by providing farmers with access to credit and modern farming techniques (World Bank 2000).

Finally, it is important to improve the governance of the developing world. This will help to ensure that the resources of the country are used in a fair and efficient manner, and that the needs of the poor are taken into account (World Bank 2000).

There is no doubt that the world is facing a number of challenges in the 21st century. However, if we work together, we can overcome these challenges and create a more just and equitable world for all (World Bank 2000).

The World Bank has a number of programs in place to help reduce poverty in the developing world. These programs focus on improving the quality of education and health care, and on improving the efficiency of the agricultural sector (World Bank 2000).

The World Bank also provides technical assistance to governments in the developing world. This assistance helps to improve the governance of the country, and to ensure that the resources of the country are used in a fair and efficient manner (World Bank 2000).

The World Bank is committed to reducing poverty in the developing world. It will continue to work with governments and the private sector to create a more just and equitable world for all (World Bank 2000).

The World Bank is a member of the International Monetary Fund (IMF). The IMF is an international organization that works to promote global economic stability and growth. The World Bank and the IMF work together to provide financial assistance to countries in the developing world (World Bank 2000).

The World Bank is a member of the World Trade Organization (WTO). The WTO is an international organization that works to promote free trade and economic growth. The World Bank and the WTO work together to provide technical assistance to governments in the developing world (World Bank 2000).

The World Bank is a member of the United Nations Development Programme (UNDP). The UNDP is a United Nations program that works to promote human development and reduce poverty. The World Bank and the UNDP work together to provide technical assistance to governments in the developing world (World Bank 2000).

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every receipt, invoice, and bill should be properly filed and indexed for easy retrieval. This is particularly crucial for businesses that deal with a large volume of transactions, as it helps in identifying discrepancies and ensuring compliance with tax regulations.

Next, the document addresses the issue of budgeting and financial forecasting. It suggests that businesses should regularly review their financial statements to assess their current financial health and make necessary adjustments to their budget. This involves comparing actual performance against the budgeted figures and identifying areas where costs are exceeding expectations.

The document also highlights the significance of maintaining a strong relationship with creditors and suppliers. It advises businesses to communicate openly and honestly about their financial situation, especially if they are facing difficulties. This can help in negotiating more favorable terms and avoiding legal actions that could harm the business's reputation.

Furthermore, the document discusses the importance of having a contingency plan in place. This involves identifying potential risks and developing strategies to mitigate them. For example, businesses should consider the impact of economic downturns or changes in market conditions and have a plan to handle such scenarios.

In conclusion, the document provides a comprehensive overview of the financial management practices that are essential for the success of any business. It stresses the need for transparency, accuracy, and proactive financial planning to ensure long-term stability and growth.

References:
 1. Smith, J. (2018). *Financial Management for Small Business*. New York: McGraw-Hill.
 2. Johnson, A. (2017). *Business Budgeting and Forecasting*. London: Routledge.
 3. Brown, C. (2019). *Managing Financial Risk in a Volatile Market*. Chicago: University of Chicago Press.

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the 1990s, the number of people in the world who are undernourished has increased from 600 million to 800 million (FAO 2001).

There are a number of reasons for this increase. One of the main reasons is the increase in the world population. The world population has increased from 5 billion in 1987 to 6 billion in 2000, and is projected to reach 9 billion by 2050 (FAO 2001). This increase in population has led to an increase in the demand for food.

Another reason for the increase in undernourishment is the increase in the number of people who are living in poverty. The number of people living on less than \$1 per day has increased from 1.1 billion in 1987 to 1.2 billion in 2000 (FAO 2001). This increase in poverty has led to an increase in the number of people who are unable to afford enough food.

A third reason for the increase in undernourishment is the increase in the number of people who are living in rural areas. The number of people living in rural areas has increased from 3.5 billion in 1987 to 4.5 billion in 2000 (FAO 2001). This increase in rural population has led to an increase in the number of people who are unable to access enough food.

There are a number of ways in which the world can reduce the number of people who are undernourished. One way is to increase the production of food. This can be done by increasing the number of people who are working in agriculture, by increasing the number of people who are working in food processing, and by increasing the number of people who are working in food distribution.

Another way to reduce the number of people who are undernourished is to increase the number of people who are living in poverty. This can be done by increasing the number of people who are working in the private sector, by increasing the number of people who are working in the public sector, and by increasing the number of people who are working in the non-profit sector.

A third way to reduce the number of people who are undernourished is to increase the number of people who are living in rural areas. This can be done by increasing the number of people who are working in agriculture, by increasing the number of people who are working in food processing, and by increasing the number of people who are working in food distribution.

There are a number of challenges that the world faces in reducing the number of people who are undernourished. One of the main challenges is the increase in the world population. The world population is projected to reach 9 billion by 2050, which will lead to an increase in the demand for food.

Another challenge is the increase in the number of people who are living in poverty. The number of people living on less than \$1 per day is projected to reach 1.5 billion by 2050, which will lead to an increase in the number of people who are unable to afford enough food.

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There are a number of ways in which the world can overcome these challenges. One way is to increase the production of food. This can be done by increasing the number of people who are working in agriculture, by increasing the number of people who are working in food processing, and by increasing the number of people who are working in food distribution.

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the 1990s, the number of people who have been infected with HIV has increased in almost every country in the world. The number of people who have died of AIDS has also increased in almost every country in the world. The number of people who are living with HIV/AIDS is also increasing in almost every country in the world.

The spread of HIV/AIDS is a global health crisis. It is a crisis that has no borders. It is a crisis that affects people of all ages, all ethnicities, and all social classes. It is a crisis that has the potential to wipe out entire populations. It is a crisis that we must all face together.

The good news is that there are things we can do to prevent the spread of HIV/AIDS. We can educate people about the risks of HIV/AIDS. We can provide people with the tools they need to protect themselves. We can support people who are living with HIV/AIDS. We can work together to find a cure for HIV/AIDS.

The bad news is that we are not doing enough. We are not educating enough people. We are not providing enough tools. We are not supporting enough people. We are not working hard enough to find a cure. We must do more. We must act now.

HIV/AIDS is a crisis that we must all face together. We must work together to prevent the spread of HIV/AIDS. We must work together to support people who are living with HIV/AIDS. We must work together to find a cure for HIV/AIDS. We must act now.

The world is a better place when we all work together. Let us work together to prevent the spread of HIV/AIDS. Let us work together to support people who are living with HIV/AIDS. Let us work together to find a cure for HIV/AIDS. Let us act now.

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the 1990s, the number of people in the world who are living in poverty has increased from 1.2 billion to 1.6 billion (World Bank 2000).

There are a number of reasons for this increase. One of the main reasons is the rapid population growth in the developing world. The population of the world is expected to reach 8 billion by the year 2025 (United Nations 2000).

Another reason is the increasing inequality in the distribution of income and wealth. The rich are getting richer and the poor are getting poorer.

There are a number of ways in which we can reduce poverty. One way is to increase the number of jobs available. This can be done by investing in infrastructure and education.

Another way is to improve the efficiency of the economy. This can be done by reducing corruption and improving the quality of government services.

There are a number of other ways in which we can reduce poverty. These include providing social safety nets, improving access to credit, and promoting small business development.

It is important to note that reducing poverty is not just a matter of providing money. It is also a matter of providing opportunities and improving the quality of life.

There are a number of things that we can do to improve the quality of life. These include providing access to education, healthcare, and clean water.

It is important to note that reducing poverty and improving the quality of life are not just the responsibility of governments. It is also the responsibility of individuals and businesses.

There are a number of things that we can do as individuals and businesses to reduce poverty and improve the quality of life. These include donating to charity, volunteering, and supporting socially responsible businesses.

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There are a number of reasons for this increase. One of the main reasons is the rapid population growth in the developing countries. The population of the world is expected to reach 8 billion by the year 2025 (United Nations 2000). This increase in population will put a tremendous pressure on the world's resources, particularly in the developing countries.

Another reason for the increase in poverty is the rapid technological change in the developed countries. The developed countries have experienced a rapid increase in productivity and income per capita. However, the developing countries have not been able to keep pace with the developed countries in terms of technological change and productivity growth.

There are a number of policy options that can be used to reduce poverty in the developing countries. One of the most important options is to increase investment in human capital. This can be done by increasing spending on education and health care. Another important option is to improve the institutional framework in the developing countries. This can be done by strengthening the legal system and improving the quality of government services.

There are a number of challenges that must be overcome in order to reduce poverty in the developing countries. One of the most important challenges is the need to increase investment in human capital. This requires a significant increase in spending on education and health care. Another challenge is the need to improve the institutional framework in the developing countries. This requires a significant increase in the quality of government services.

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the 1990s, the number of people in the UK who are aged 65 and over has increased from 10.5 million to 13.5 million, and the number of people aged 75 and over has increased from 4.5 million to 6.5 million (Office for National Statistics 2000).

There is a growing awareness of the need to address the needs of older people in the UK. The Department of Health (2000) has published a strategy for older people, which sets out a vision for the future of health care for older people. The strategy is based on the following principles:

- Older people should be able to live independently and actively in their own homes.
- Older people should be able to access the services and support they need to live well.
- Older people should be able to participate in decisions about their care and services.
- Older people should be able to live in a safe and secure environment.

The strategy also sets out a number of key objectives for the future of health care for older people, including:

- To reduce the number of older people who are admitted to hospital.
- To reduce the length of stay of older people in hospital.
- To reduce the number of older people who are admitted to care homes.
- To reduce the number of older people who are admitted to residential care.

The strategy also sets out a number of key actions for the future of health care for older people, including:

- To improve the quality of care for older people in hospital.
- To improve the quality of care for older people in care homes.
- To improve the quality of care for older people in residential care.
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the 1990s, the number of people in the UK who are aged 65 and over has increased from 10.5 million to 13.5 million (15.5% of the population).

There is a growing awareness of the need to address the needs of older people, and the Government has set out a strategy for the 21st century in the White Paper on *Ageing Better: The Government's Strategy for Older People* (Department of Health 1999). This strategy is based on the following principles:

- Older people should be able to live independently and actively in their own homes.
- Older people should be able to live in their own communities.
- Older people should be able to live in their own homes and communities for as long as possible.

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There is a growing awareness of the need to address the health care needs of the elderly population. The Department of Health (2000) has set out a strategy for the care of the elderly, which includes a commitment to improve the quality of care for the elderly. This strategy is based on the following principles:

- To ensure that the elderly are treated as individuals and not as a homogeneous group.
- To ensure that the elderly are given the opportunity to participate in decisions about their care.
- To ensure that the elderly are given the opportunity to live in their own homes, wherever possible.
- To ensure that the elderly are given the opportunity to live in a community, wherever possible.

The Department of Health (2000) also states that the following are the key areas for action:

- Improving the quality of care for the elderly.
- Improving the access to care for the elderly.
- Improving the support for carers of the elderly.
- Improving the information available to the elderly.

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Avoid rework so you can check up on your patients, not your documentation.



Hospital staff burnout is fueled by documentation rework and retrospective queries and burnout leads to an exponential rise in medical errors, denials, and increased costs.

200%

increase in medical errors as a result of burnout¹

15 minutes

spent by physicians reviewing every retrospective query²

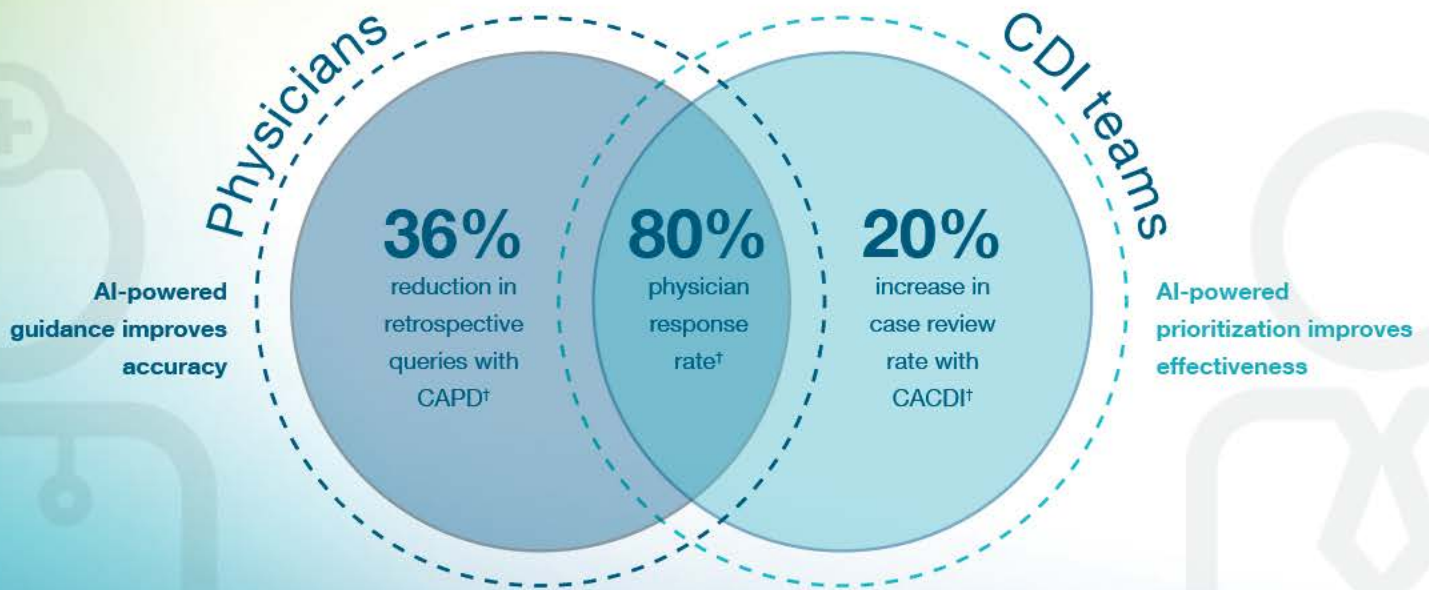
26%

of all surgical cases are delayed up to 30 days due to coding queries³

64%

of Medicare FFS improper payments are attributable to insufficient documentation⁴

Computer-assisted solutions provide in-workflow guidance with the right information to support clinical quality initiatives, reimbursement and regulatory requirements.



Powered by AI. Built for outcomes.

Delightful provider experience

93% of clinicians state that Nuance makes it easier to quickly capture the complete patient story[†]

86% surgical CAPD voluntary adoption rate[†]

Optimized and utilized EHR

100M clicks eliminated a day[†]

<90 secs to create compliant notes[†]

Quality integrity

36% improvement in capture of extreme Severity of Illness (SOI)[†]

24% improvement in capture of extreme Risk of Mortality (ROM)[†]

Financial integrity

54% improved reimbursement accuracy[†]

39% increased accuracy of expected length of stay[†]

Diagnosis specificity

Patient notes are analyzed for diagnosis specificity and real-time CAPD advice is presented so that the encounter can be ICD-10 or HCC coded, impacting DNFB and risk adjustment and identifying potential HACs.

“As a physician, I think the real value of the solution is that it’s not disruptive. If you are going to ask a question to clarify something ask me when I’m in the note, not an hour or a day later. If I’ve moved on, the question is an interruption in my day.”

Dr. Ehab Hanna, CMIO
Universal Health Services

Specialty workflows

Provider specific workflows address the unique documentation requirements for specialists, such as surgeons and radiologists, ensuring sufficient detail for appropriate reimbursement and quality reporting.

“We considered other vendors during the selection process, but felt the Nuance CACDI technology and overall CDI services were a better fit, especially from a data and analytics perspective.”

David Parker, CIO
Magnolia Regional Health Center

“We were impressed with Nuance’s proven ability to enable us to deliver significant financial return and improved quality metrics through its CAPD solutions. Nuance’s superior technology, commitment to innovation and strategic development relationship with Epic, were key factors in our decision.”

Kory Hudson, MBA, RHIA, CPHIMS
Director of Information Systems, Singing River Health System

Clinical guidance

All encounter data is analyzed for supporting clinical evidence and undocumented diagnoses and CAPD presents in-workflow clinical clarifications that impact principal diagnosis and severity.

“With Vincari Surgical CAPD, my operative note is complete before I even speak to the patient’s family. Every time.”

Benjamin J Ditty, MD, Neurosurgeon
Greensboro Specialty Surgical Center

CDS efficiency and productivity

Computer-assisted solutions impact CDS review rates so teams can cover more cases, initiate more impact clarifications and expand beyond Medicare to commercial payers.

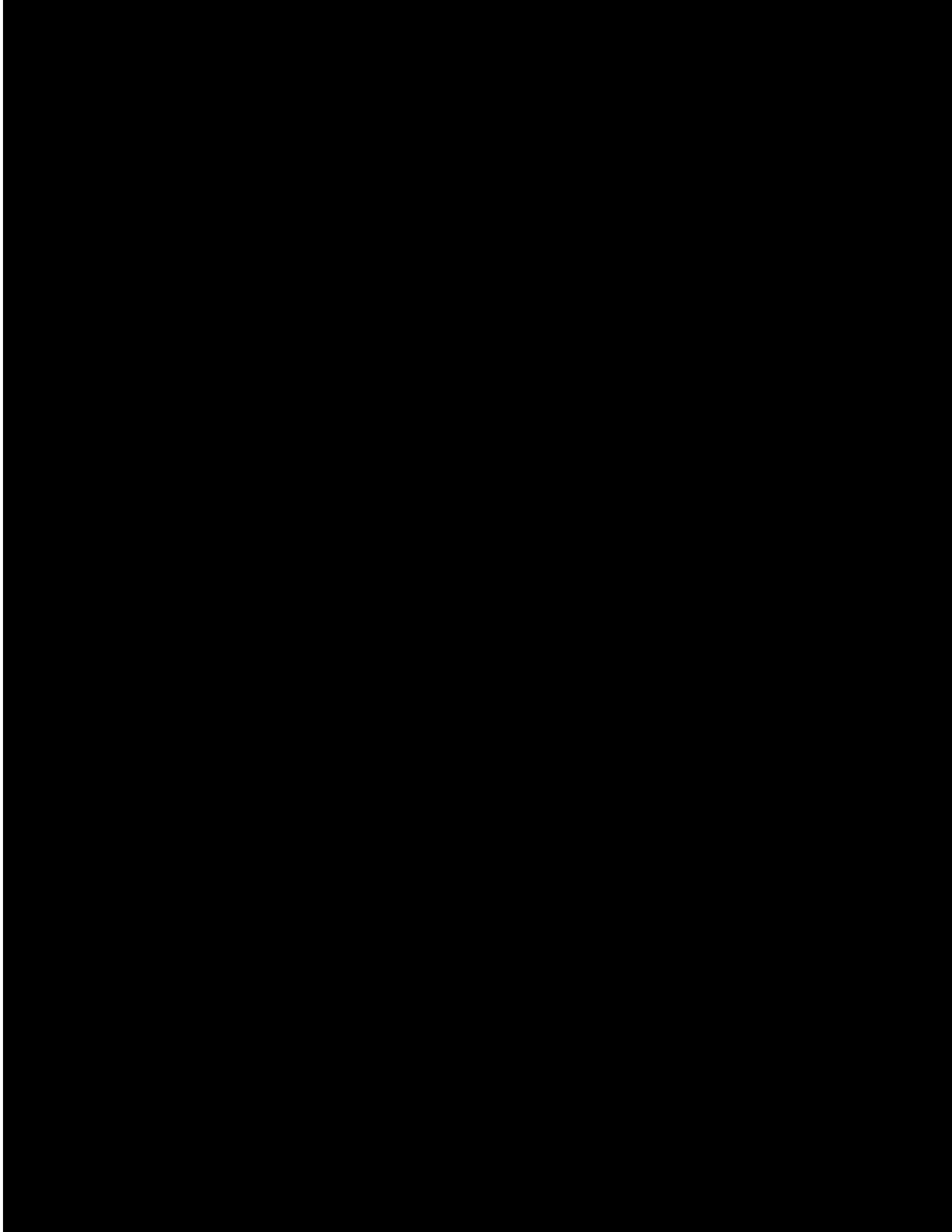


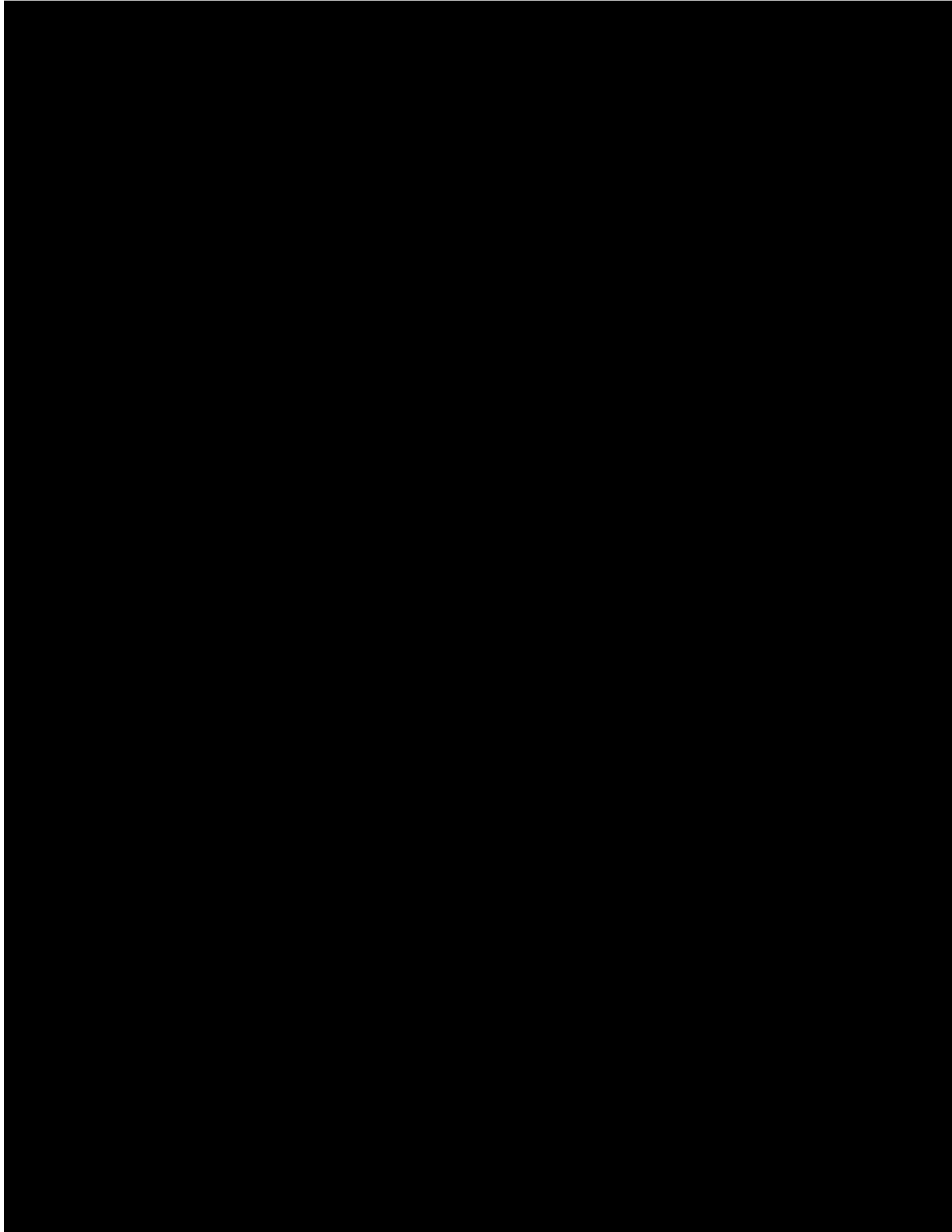
More to explore!

With Nuance’s full portfolio of AI-powered solutions and services, care teams will no longer relive their days serving technology, but rather better serve their patients and themselves. For more information, visit nuance.com/go/healthcareai.

Sources

1. American Medical Association. *Joy in Medicine Physician well-being: A discussion on burnout and achieving joy in practice*. AMA SL2: Share, Listen, Speak, Learn Series. December 2017. Webinar.
 2. Based on analysis of Nuance client data. March 2018.
 3. Based on analysis of Vincari Surgical CAPD client data. March 2018.
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- †: Nuance client outcomes analyzed as of March 1, 2018.
Additional source information on file and available upon request.





PowerScribe[®] One

System Technical Specifications
MARCH 2022

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every receipt, invoice, and bill should be properly filed and dated. This not only helps in tracking expenses but also provides a clear audit trail for tax purposes. The text suggests using a systematic approach, such as the envelope system, to ensure that no financial activity goes unrecorded.

Next, the document addresses the issue of budgeting. It argues that a well-defined budget is essential for controlling spending and achieving financial goals. By allocating funds to specific categories, individuals can avoid unnecessary purchases and ensure that their income covers all necessary expenses. The text provides several tips for creating a realistic budget, including tracking current spending habits and setting aside a portion of income for savings.

The third section focuses on debt management. It highlights the dangers of accumulating high-interest debt and offers strategies for reducing and eliminating it. Key advice includes prioritizing payments on high-interest loans, negotiating lower interest rates with creditors, and considering debt consolidation options. The document also stresses the importance of staying on top of all payment obligations to avoid penalties and damage to one's credit score.

Finally, the document touches upon investment and long-term wealth building. It encourages readers to start investing early and consistently, even with small amounts. The text explains the power of compounding and suggests diversifying investments across different asset classes to manage risk. It also mentions the benefits of tax-advantaged investment accounts and the importance of reviewing and rebalancing portfolios regularly.

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The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry, no matter how small, should be recorded to ensure the integrity of the financial data. This includes not only sales and purchases but also expenses and income. The text suggests that a consistent and thorough record-keeping system is essential for identifying trends and making informed decisions.

Next, the document addresses the issue of budgeting. It explains that a well-defined budget helps in controlling costs and maximizing resources. By setting clear financial goals and monitoring progress against them, individuals and organizations can avoid overspending and stay on track. The text provides practical tips on how to create a realistic budget that accounts for both fixed and variable expenses.

The third section focuses on the importance of regular financial reviews. It states that periodic assessments of the financial situation allow for the identification of areas where adjustments may be needed. This could involve revising the budget, cutting unnecessary expenses, or exploring new revenue streams. The document encourages a proactive approach to financial management rather than reacting to problems only after they have become significant.

Finally, the document touches upon the role of technology in modern financial management. It highlights how digital tools and software can streamline processes, reduce errors, and provide real-time insights into financial performance. While technology is a valuable asset, the text also stresses the importance of understanding the underlying data and maintaining a level of manual oversight to ensure accuracy and security.

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The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry, no matter how small, should be recorded to ensure the integrity of the financial statements. This includes not only sales and purchases but also expenses, income, and transfers between accounts.

The second part of the document provides a detailed explanation of the accounting cycle. It outlines the ten steps involved in the process, from identifying the accounting entity to preparing financial statements. Each step is described in detail, with examples provided to illustrate the concepts. The cycle is presented as a continuous loop that repeats every year.

The third part of the document discusses the importance of adjusting entries. It explains how these entries are used to ensure that the financial statements reflect the true financial position of the company at the end of the period. Examples are provided for various types of adjusting entries, such as depreciation, amortization, and accruals.

The fourth part of the document discusses the importance of closing entries. It explains how these entries are used to transfer the balances of the temporary accounts (revenues, expenses, and dividends) to the permanent accounts (retained earnings and dividends). This process is essential for starting a new accounting period with a clean slate.

The fifth part of the document discusses the importance of preparing financial statements. It explains how the information from the accounting cycle is used to prepare the balance sheet, income statement, and statement of cash flows. Each statement is described in detail, and examples are provided to illustrate the format and content of each statement.

The sixth part of the document discusses the importance of auditing. It explains how an independent auditor is hired to verify the accuracy of the financial statements. The auditor's role is to provide an objective opinion on whether the financial statements are presented fairly in accordance with the applicable accounting standards.

The seventh part of the document discusses the importance of internal controls. It explains how these controls are used to prevent and detect errors and fraud. Examples are provided for various types of internal controls, such as segregation of duties, authorization, and physical controls.

The eighth part of the document discusses the importance of budgeting. It explains how a budget is used to plan and control the company's financial activities. The budget is presented as a tool for setting goals and measuring performance. Examples are provided for various types of budgets, such as operating budgets and capital budgets.

The ninth part of the document discusses the importance of cost accounting. It explains how this system is used to determine the cost of the company's products or services. The cost accounting system is described in detail, and examples are provided to illustrate the calculation of unit costs.

The tenth part of the document discusses the importance of tax accounting. It explains how this system is used to calculate the company's tax liability. The tax accounting system is described in detail, and examples are provided to illustrate the calculation of taxable income and tax expense.

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The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every receipt, invoice, and bill should be properly filed and indexed for easy retrieval. This is particularly crucial for businesses that deal with a large volume of transactions or those in highly regulated industries.

Next, the document addresses the issue of data security. In an era where cyber threats are on the rise, it is essential to implement robust security measures to protect sensitive financial information. This includes using secure storage solutions, encrypting data, and regularly updating software to patch vulnerabilities.

The document also touches upon the importance of regular audits. Conducting periodic audits helps in identifying discrepancies, preventing fraud, and ensuring compliance with tax laws and other regulations. It is recommended that businesses should engage professional auditors to perform these checks.

Finally, the document concludes by highlighting the value of transparency and accountability in financial management. By maintaining clear records and adhering to best practices, businesses can build trust with stakeholders and ensure long-term success.

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every receipt, invoice, and bill should be properly filed and indexed for easy retrieval. This not only helps in tracking expenses but also ensures compliance with tax regulations. The text further explains how digital record-keeping can significantly reduce the risk of errors and fraud compared to traditional paper-based systems.

In the second section, the author delves into the complexities of budgeting for a growing business. It highlights the need for a flexible budget that can adapt to changing market conditions and internal needs. The document provides a detailed breakdown of various cost categories, including fixed and variable costs, and offers practical advice on how to allocate resources effectively. It also discusses the importance of regular budget reviews and adjustments to stay on track.

The third section focuses on the role of technology in modern business operations. It explores how cloud-based solutions can streamline processes, improve collaboration, and reduce operational costs. The text mentions several key technologies, such as CRM systems, ERP software, and data analytics tools, and explains how they can be integrated into existing workflows. It also addresses potential challenges, such as data security and employee training, and offers strategies to overcome them.

Finally, the document concludes with a discussion on the importance of strategic planning and vision. It encourages business owners to set clear, measurable goals and to develop a long-term strategy that aligns with their overall business objectives. The text emphasizes the need for continuous learning and innovation to stay competitive in a rapidly changing market. It ends with a call to action, urging readers to take the time to review their current business practices and make necessary adjustments for future success.

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the 1990s, the number of people with a disability in the United States has increased from 35 million to 45 million (U.S. Census Bureau, 2000).

As a result of the increase in the number of people with a disability, the need for accessible information has become more acute. The Americans with Disabilities Act (ADA) of 1990 has provided a legal framework for the development of accessible information. The ADA requires that information be accessible to people with disabilities (U.S. Department of Justice, 2000).

One of the most important areas of accessible information is the development of accessible electronic information. Electronic information is becoming increasingly important in the workplace, and it is essential that people with disabilities be able to access this information. The ADA requires that electronic information be accessible to people with disabilities (U.S. Department of Justice, 2000).

One of the most important areas of accessible electronic information is the development of accessible web pages. Web pages are becoming increasingly important in the workplace, and it is essential that people with disabilities be able to access this information. The ADA requires that web pages be accessible to people with disabilities (U.S. Department of Justice, 2000).

One of the most important areas of accessible electronic information is the development of accessible e-mail messages. E-mail messages are becoming increasingly important in the workplace, and it is essential that people with disabilities be able to access this information. The ADA requires that e-mail messages be accessible to people with disabilities (U.S. Department of Justice, 2000).

One of the most important areas of accessible electronic information is the development of accessible electronic documents. Electronic documents are becoming increasingly important in the workplace, and it is essential that people with disabilities be able to access this information. The ADA requires that electronic documents be accessible to people with disabilities (U.S. Department of Justice, 2000).

One of the most important areas of accessible electronic information is the development of accessible electronic forms. Electronic forms are becoming increasingly important in the workplace, and it is essential that people with disabilities be able to access this information. The ADA requires that electronic forms be accessible to people with disabilities (U.S. Department of Justice, 2000).

One of the most important areas of accessible electronic information is the development of accessible electronic presentations. Electronic presentations are becoming increasingly important in the workplace, and it is essential that people with disabilities be able to access this information. The ADA requires that electronic presentations be accessible to people with disabilities (U.S. Department of Justice, 2000).

One of the most important areas of accessible electronic information is the development of accessible electronic databases. Electronic databases are becoming increasingly important in the workplace, and it is essential that people with disabilities be able to access this information. The ADA requires that electronic databases be accessible to people with disabilities (U.S. Department of Justice, 2000).

One of the most important areas of accessible electronic information is the development of accessible electronic video. Electronic video is becoming increasingly important in the workplace, and it is essential that people with disabilities be able to access this information. The ADA requires that electronic video be accessible to people with disabilities (U.S. Department of Justice, 2000).

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the 1990s, the number of people who have been employed in the public sector has increased in all countries. The increase in public sector employment has been particularly rapid in the United Kingdom, where the public sector has grown from 10.5% of the total labour force in 1980 to 16.5% in 1998 (see Figure 1).

There are a number of reasons for the increase in public sector employment. One reason is that the public sector has become a more important part of the economy. In many countries, the public sector has become a major employer of labour, and its growth has been a key factor in the overall growth of the economy. Another reason is that the public sector has become a more attractive place to work. This is due to a number of factors, including the fact that the public sector is often seen as a more stable and secure place to work, and that it offers a range of benefits and perks that are not available in the private sector.

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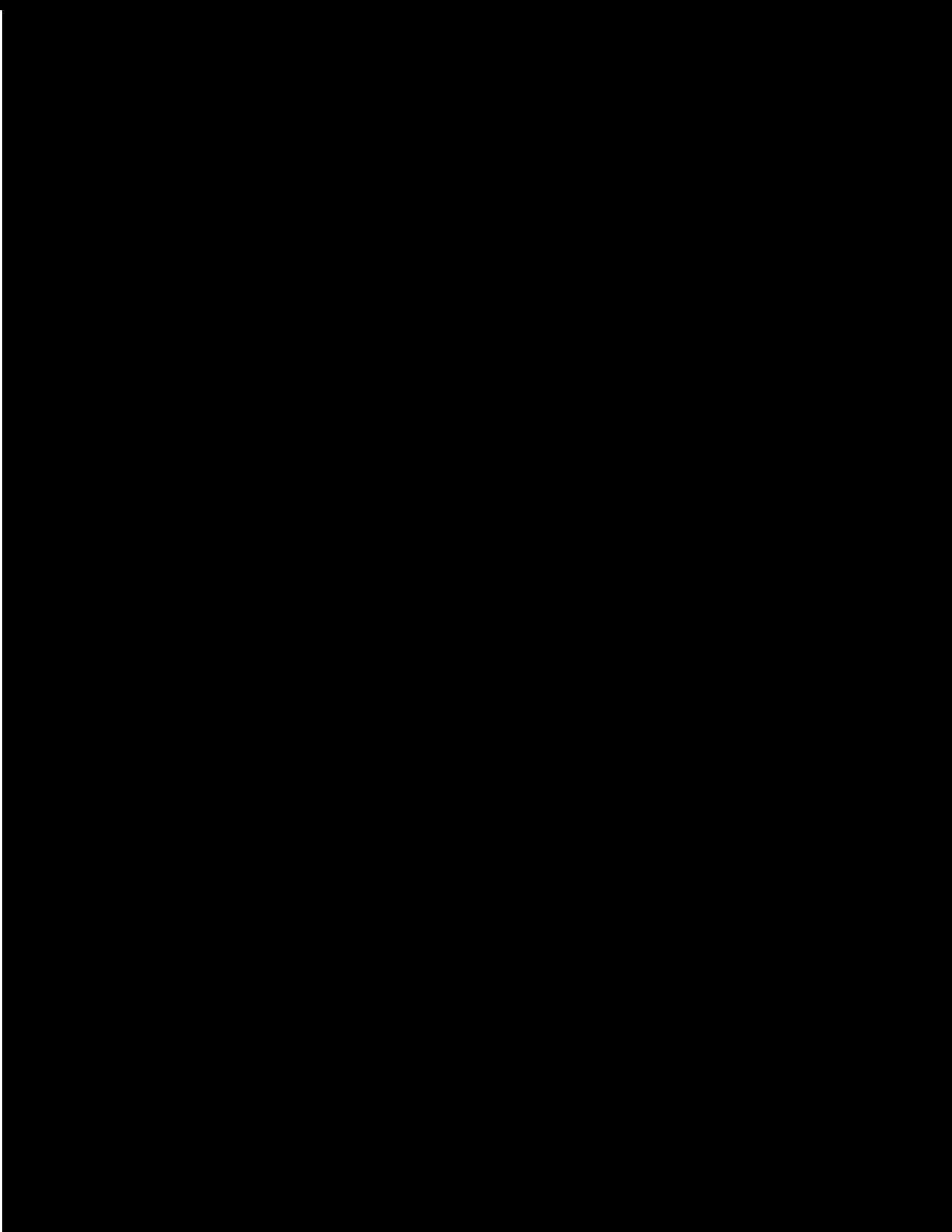
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The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry, no matter how small, should be recorded to ensure the integrity of the financial statements. The text then moves on to describe the various methods used to collect and analyze data, highlighting the need for consistency and objectivity in the process.

Next, the document addresses the challenges of data collection and analysis, particularly in the context of large-scale studies. It discusses the potential for bias and error, and offers strategies to minimize these risks. The importance of sample size and the use of random sampling are also mentioned.

The following section focuses on the interpretation of results, stressing the need to consider the limitations of the study and the potential for confounding factors. It also discusses the importance of reporting results in a clear and concise manner, using appropriate statistical measures and visual aids.

Finally, the document concludes with a summary of the key findings and a discussion of the implications for future research. It emphasizes the need for continued vigilance in the collection and analysis of data, and the importance of transparency and accountability in the reporting of results.

References:
 Smith, J. (2010). *Statistical Methods in Business Research*. New York: McGraw-Hill.
 Johnson, A. (2012). *Data Analysis and Interpretation*. London: Routledge.
 Brown, C. (2015). *Sampling Techniques and Error Analysis*. Boston: Academic Press.

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry, no matter how small, should be recorded to ensure the integrity of the financial statements. The text also highlights the need for regular audits to detect any discrepancies or errors early on.

In the second section, the author provides a detailed breakdown of the company's revenue streams. This includes a comparison of sales from different markets and product lines. The analysis shows that while sales in the domestic market have remained stable, there has been a significant increase in international sales, particularly in the Asia-Pacific region.

The third section focuses on the company's operating expenses. It details the costs associated with production, distribution, and administrative functions. The author notes that while production costs have increased due to rising raw material prices, the company has managed to offset these increases through operational efficiencies and cost-cutting measures.

The final part of the document provides a summary of the overall financial performance. It concludes that the company has achieved a strong return on investment and is well-positioned for future growth. The author also offers some strategic recommendations for the coming year, such as expanding into new markets and investing in research and development.

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the 1990s, the number of people in the world who are living in poverty has increased from 1.1 billion to 1.5 billion (World Bank 2000).

There are many reasons for the increase in poverty. One of the main reasons is the rapid population growth in the developing countries. The population of the world is expected to reach 8 billion by the year 2025 (United Nations 2000). This rapid population growth is putting a strain on the world's resources and is leading to a decline in the standard of living in many developing countries.

Another reason for the increase in poverty is the unequal distribution of income. In many developing countries, a small number of people own most of the land and the other resources. This unequal distribution of income is leading to a widening gap between the rich and the poor. The World Bank (2000) estimates that the richest 10% of the world's population owns 60% of the world's income, while the poorest 50% owns only 10%.

There are also many other reasons for the increase in poverty, such as the effects of globalization, the impact of the environment, and the effects of natural disasters. Globalization is leading to the loss of jobs in many developing countries, while the environment is being degraded and natural disasters are becoming more frequent and more severe.

Despite the many reasons for the increase in poverty, there are many ways in which we can help to reduce poverty. One of the most important ways is to promote economic growth in the developing countries. This can be done by investing in infrastructure, education, and health care. Another important way is to promote social justice and to ensure that the benefits of economic growth are shared by all people.

There are also many other ways in which we can help to reduce poverty, such as providing micro-finance, promoting sustainable agriculture, and providing social safety nets. These are all important ways in which we can help to reduce poverty and to improve the lives of the world's poor.

In conclusion, poverty is a global problem that is becoming more and more serious. There are many reasons for the increase in poverty, but there are also many ways in which we can help to reduce poverty. It is our responsibility as a global community to work together to find solutions to this problem and to ensure that everyone has a chance to live a decent life.

The World Bank (2000) has identified several key areas for action to reduce poverty. These include: (1) promoting economic growth, (2) improving the quality of education and health care, (3) promoting social justice, and (4) providing social safety nets. These are all important ways in which we can help to reduce poverty and to improve the lives of the world's poor.

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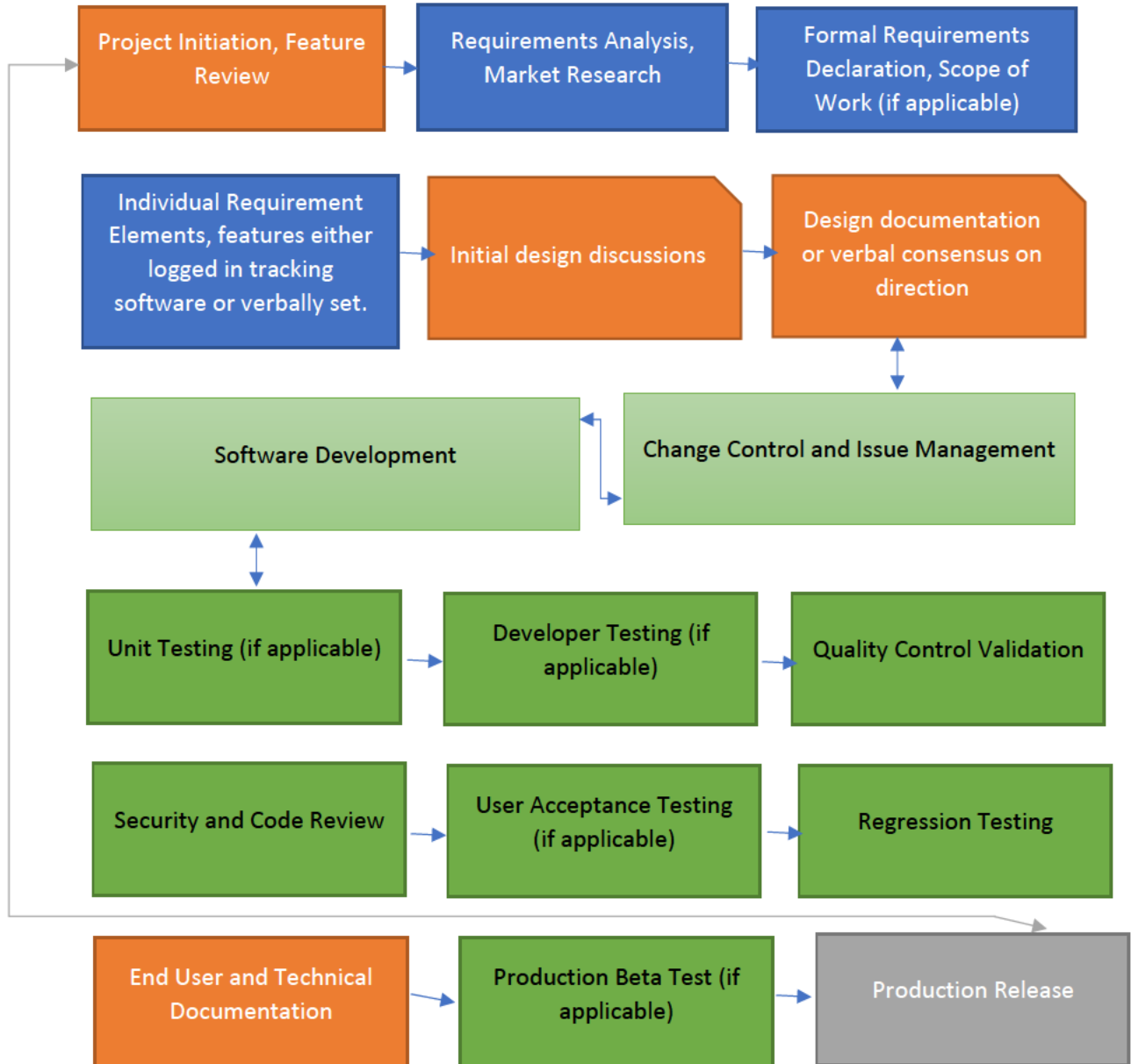
Attachment B – Additional
Dolbey Response
Documentation



SDLC Work flow Process – Dolbey Systems Inc.

Dolbey Systems utilizes a modified Agile software development methodology process. Modifications are dependent on if the development effort is new development, customer driven, or current product support. Due to the limited amount of resources available we often modify the process to suit specific needs although the diagram below outlines the base SDLC utilized.

Dolbey Systems SDLC Process Flow

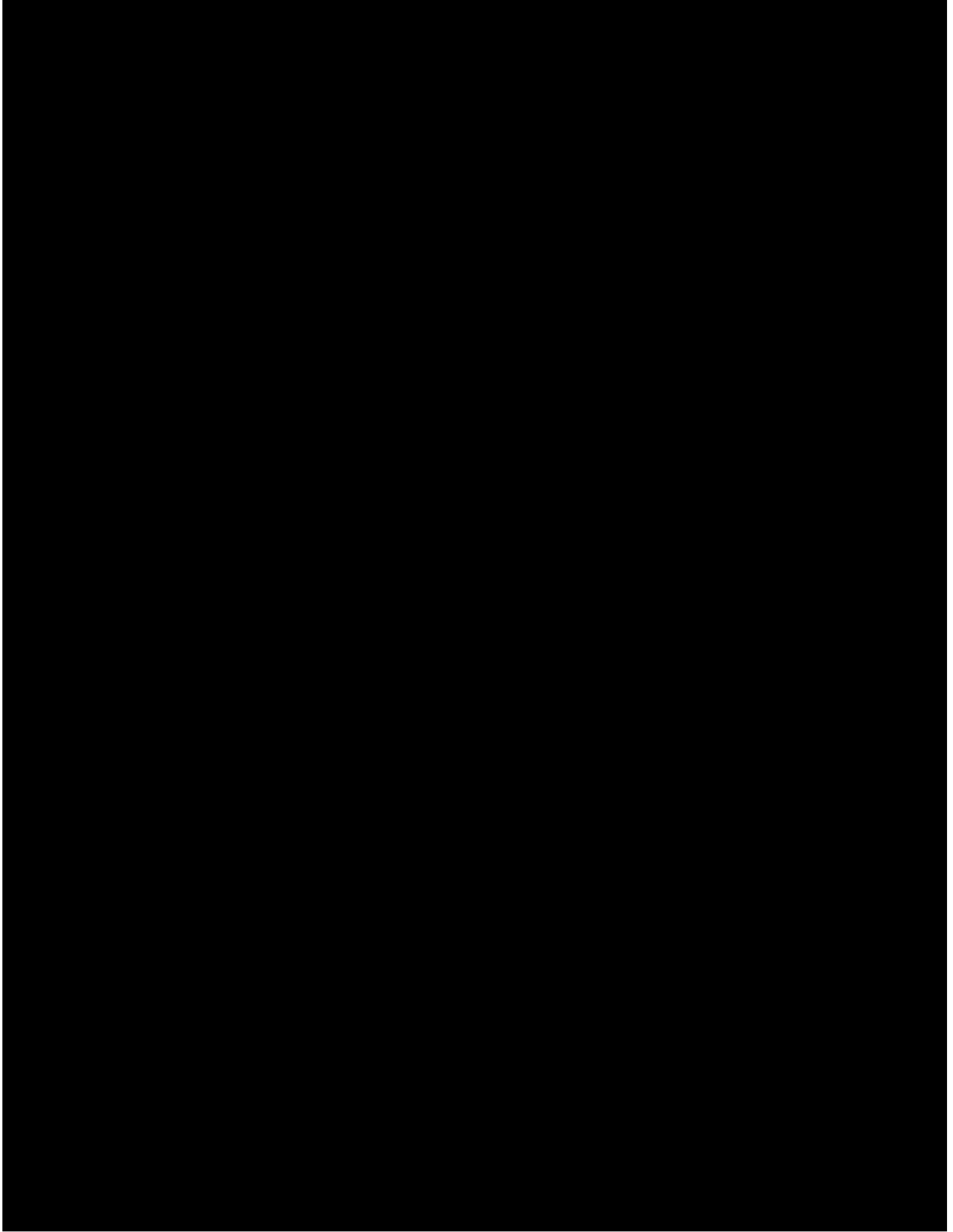


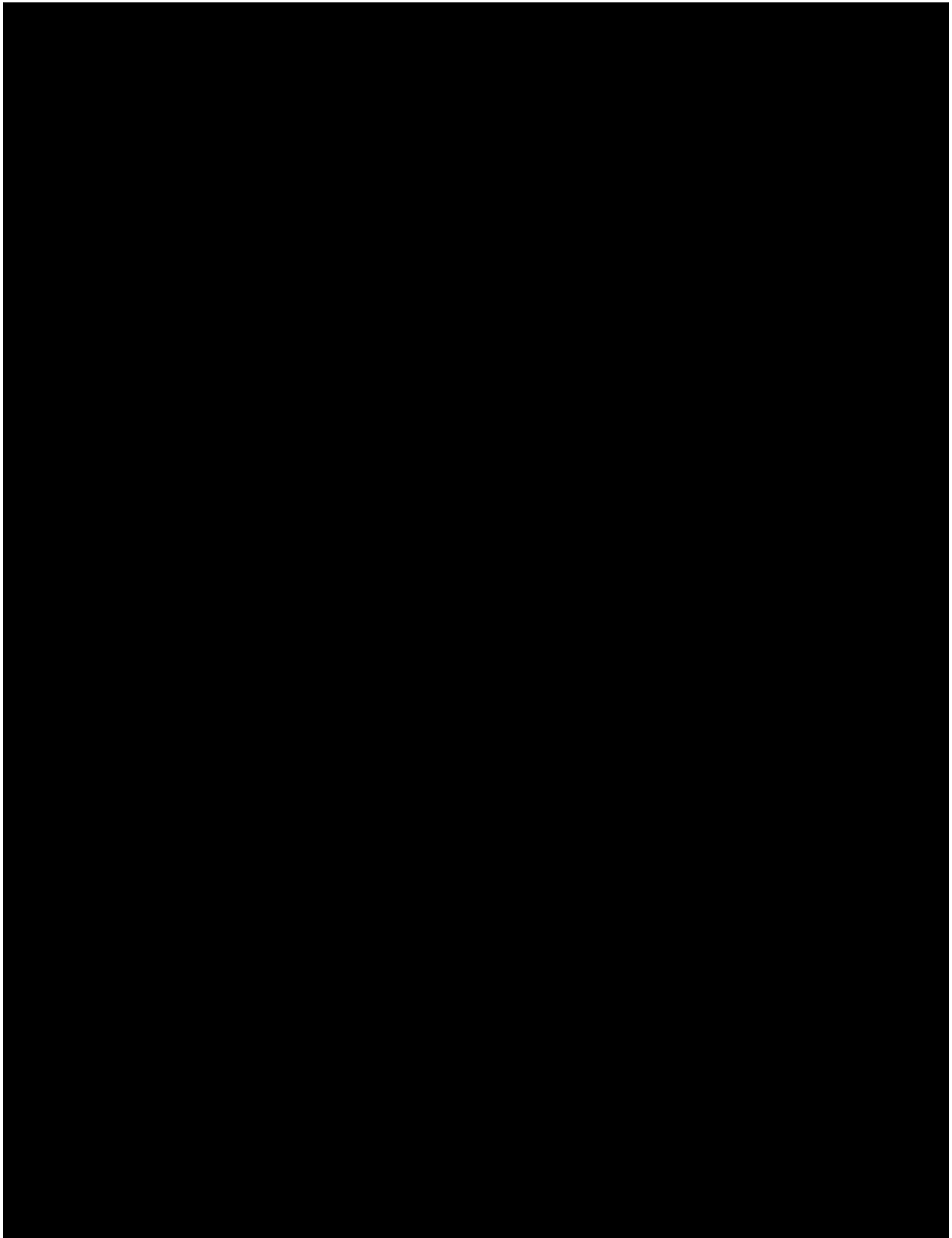
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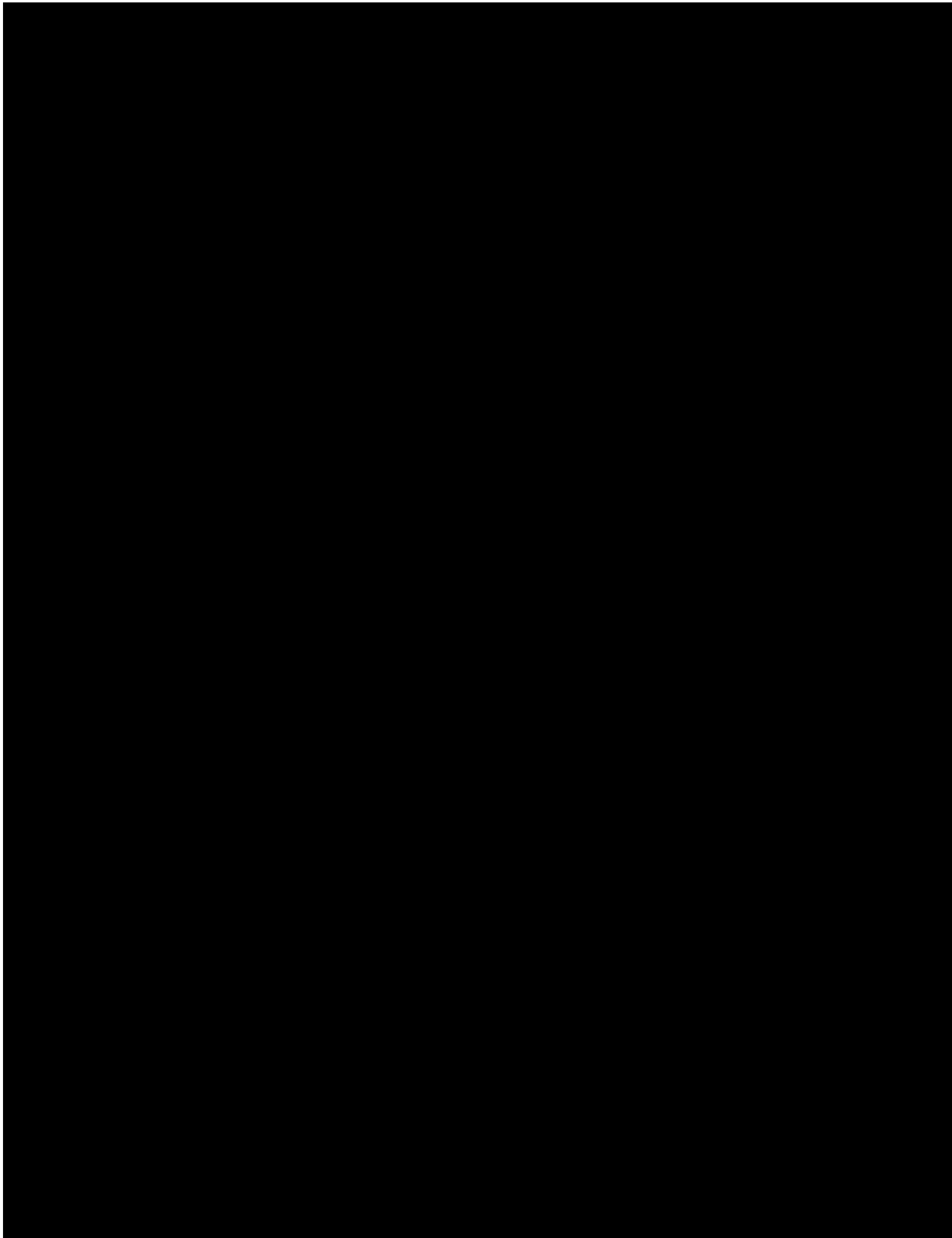
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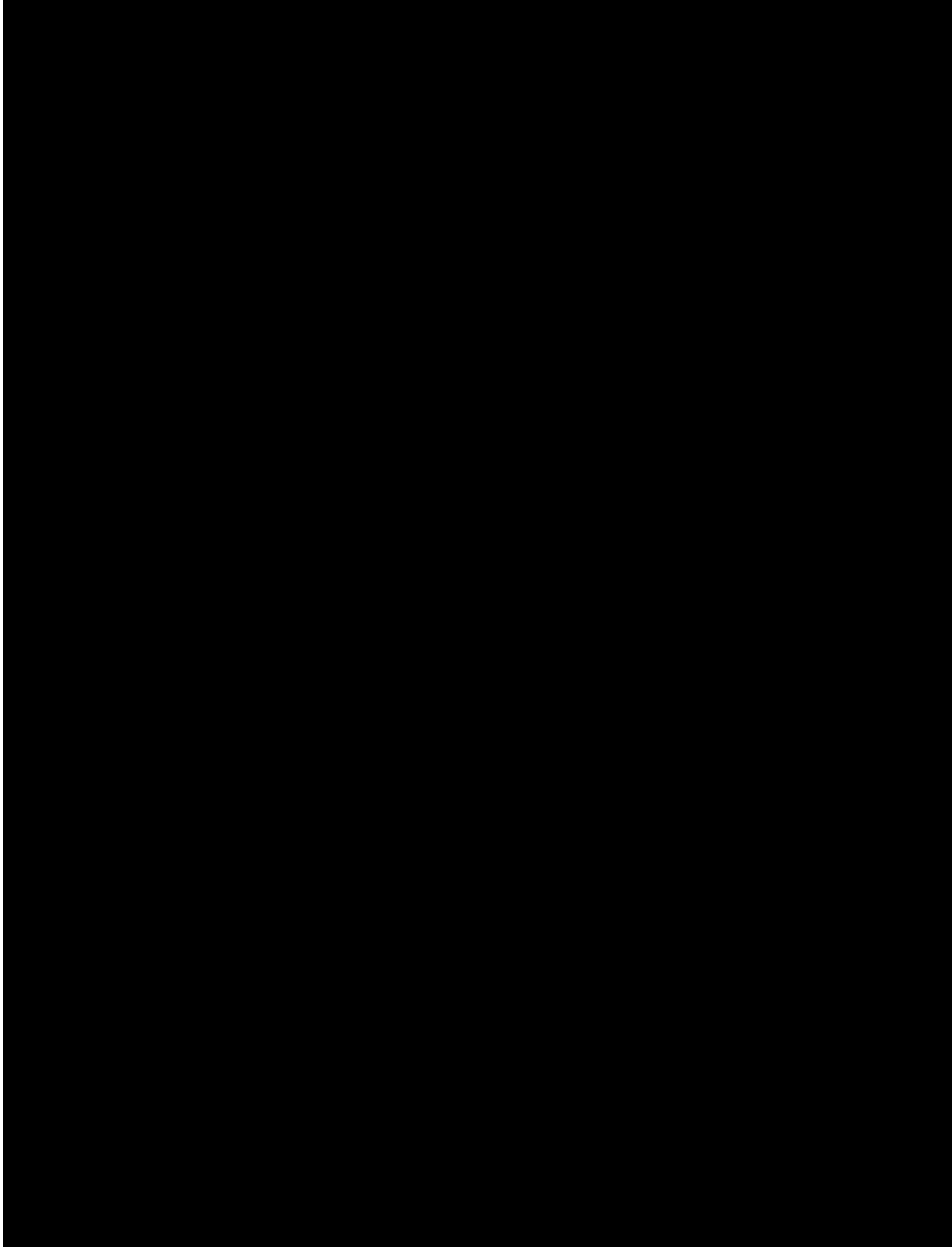
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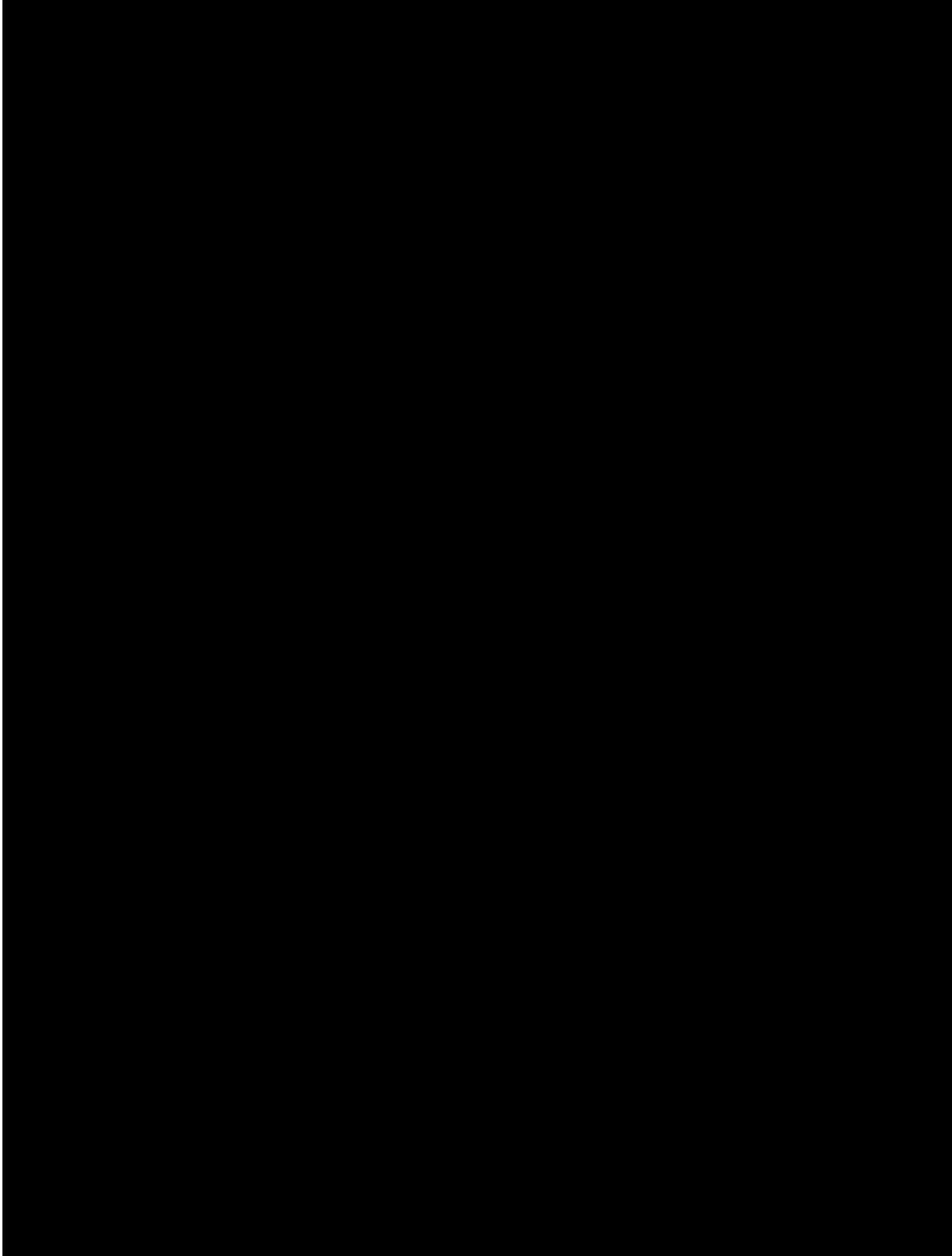
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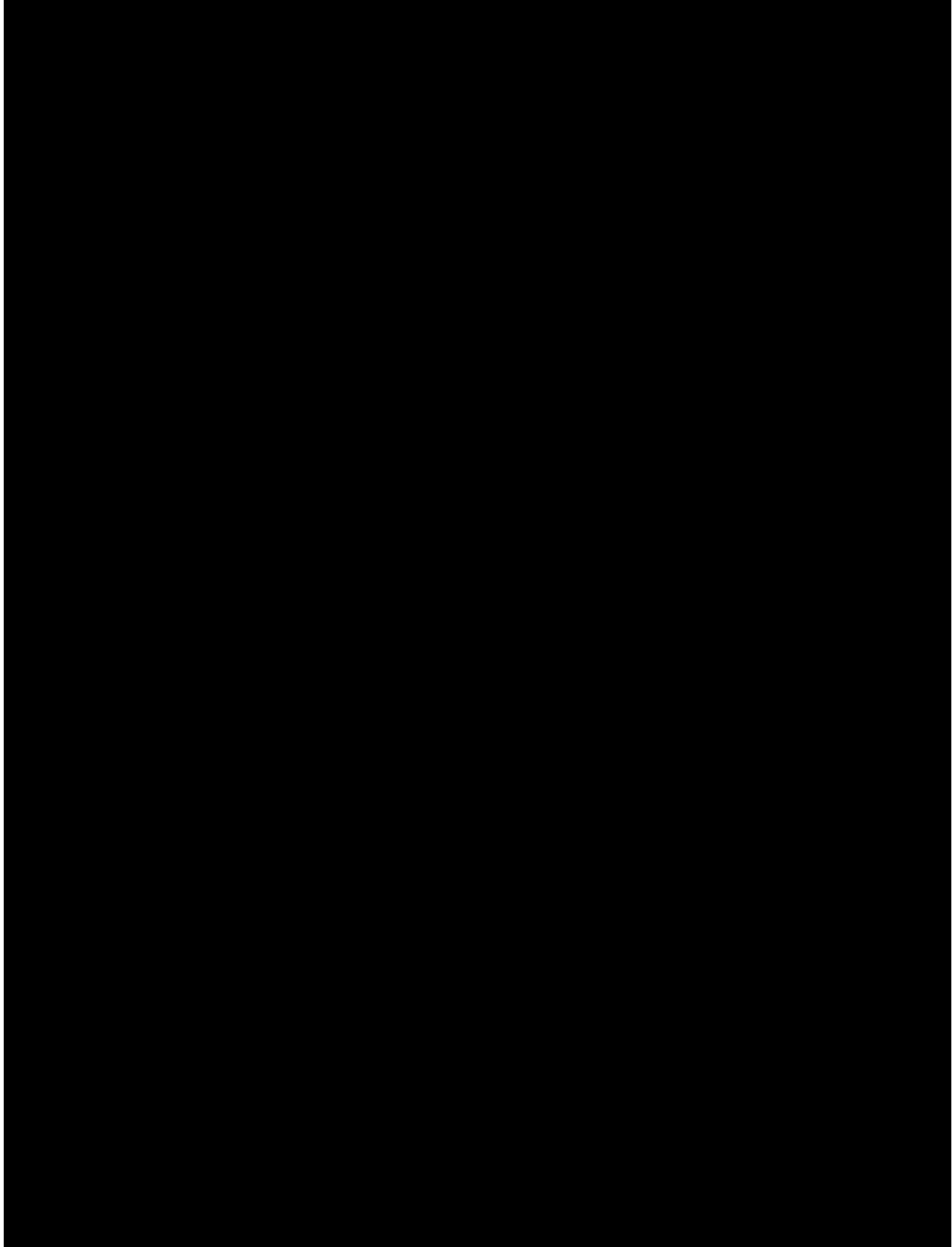


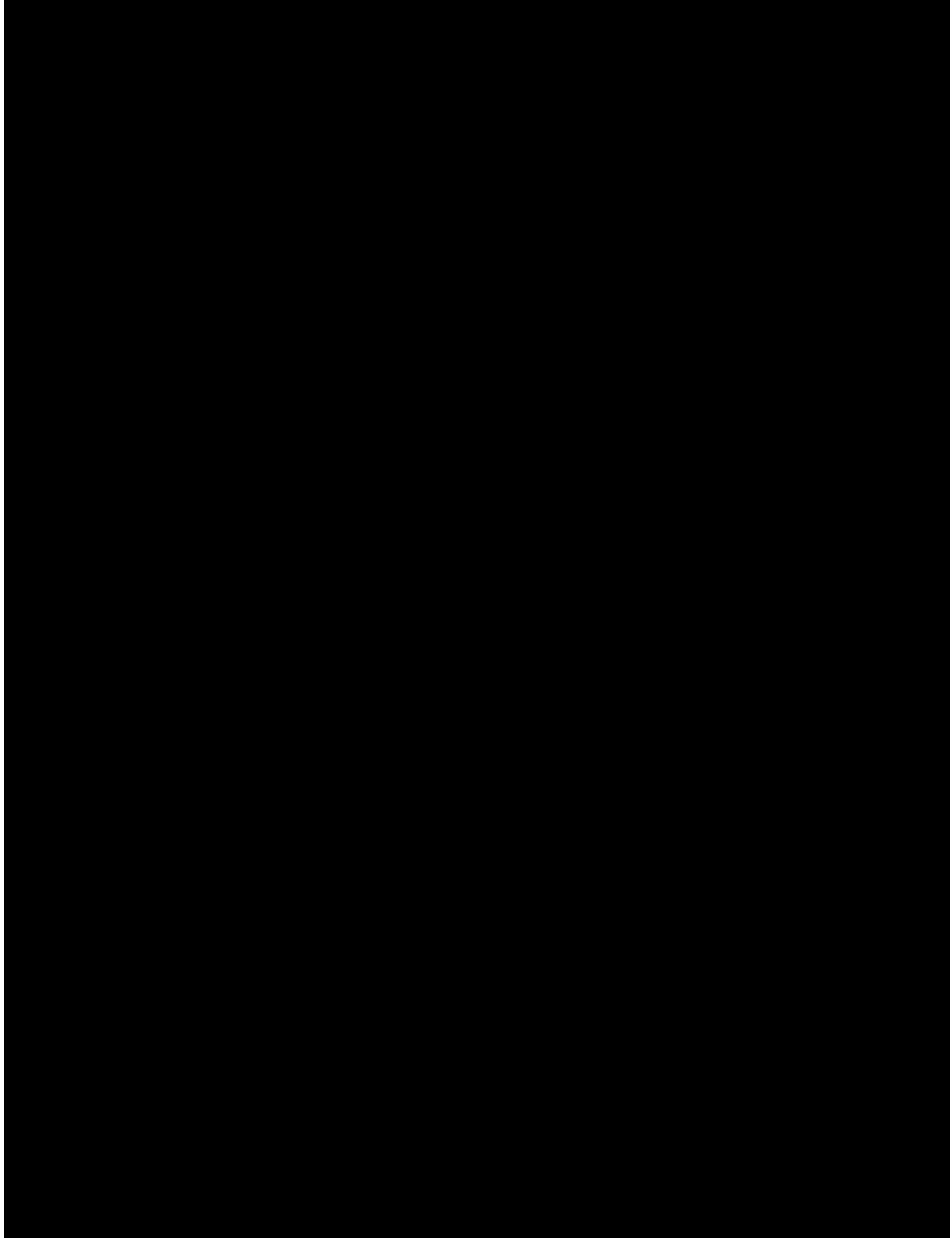


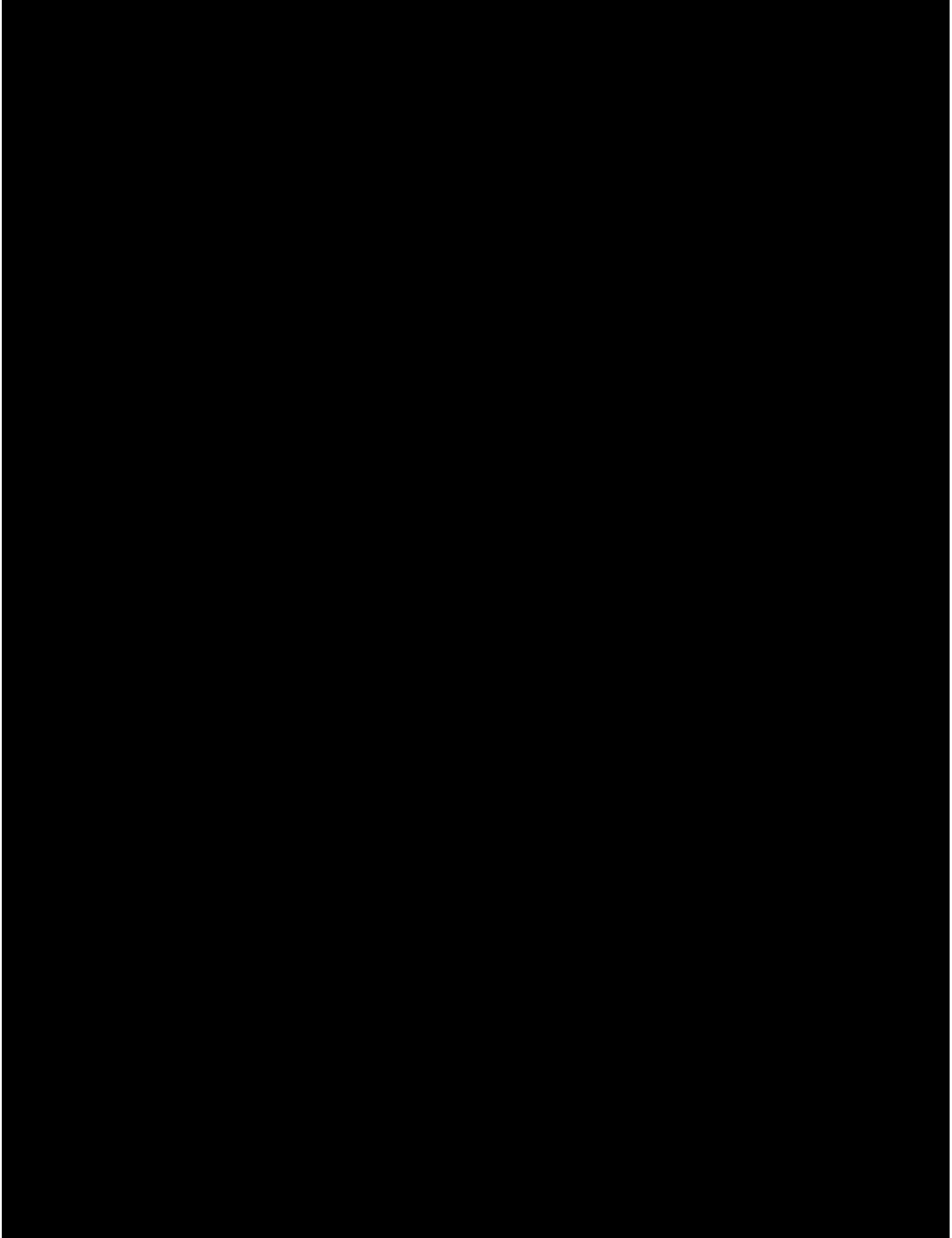


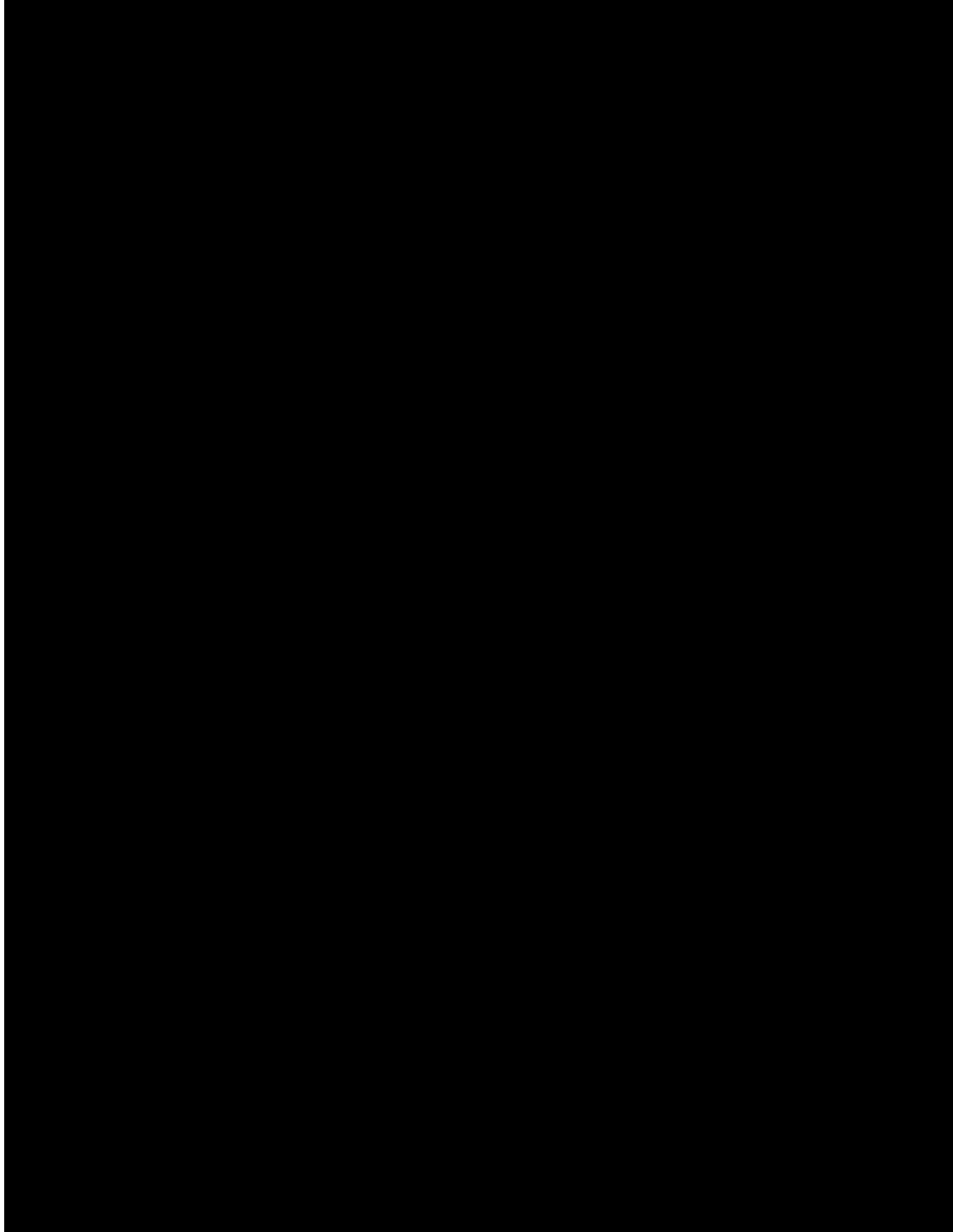


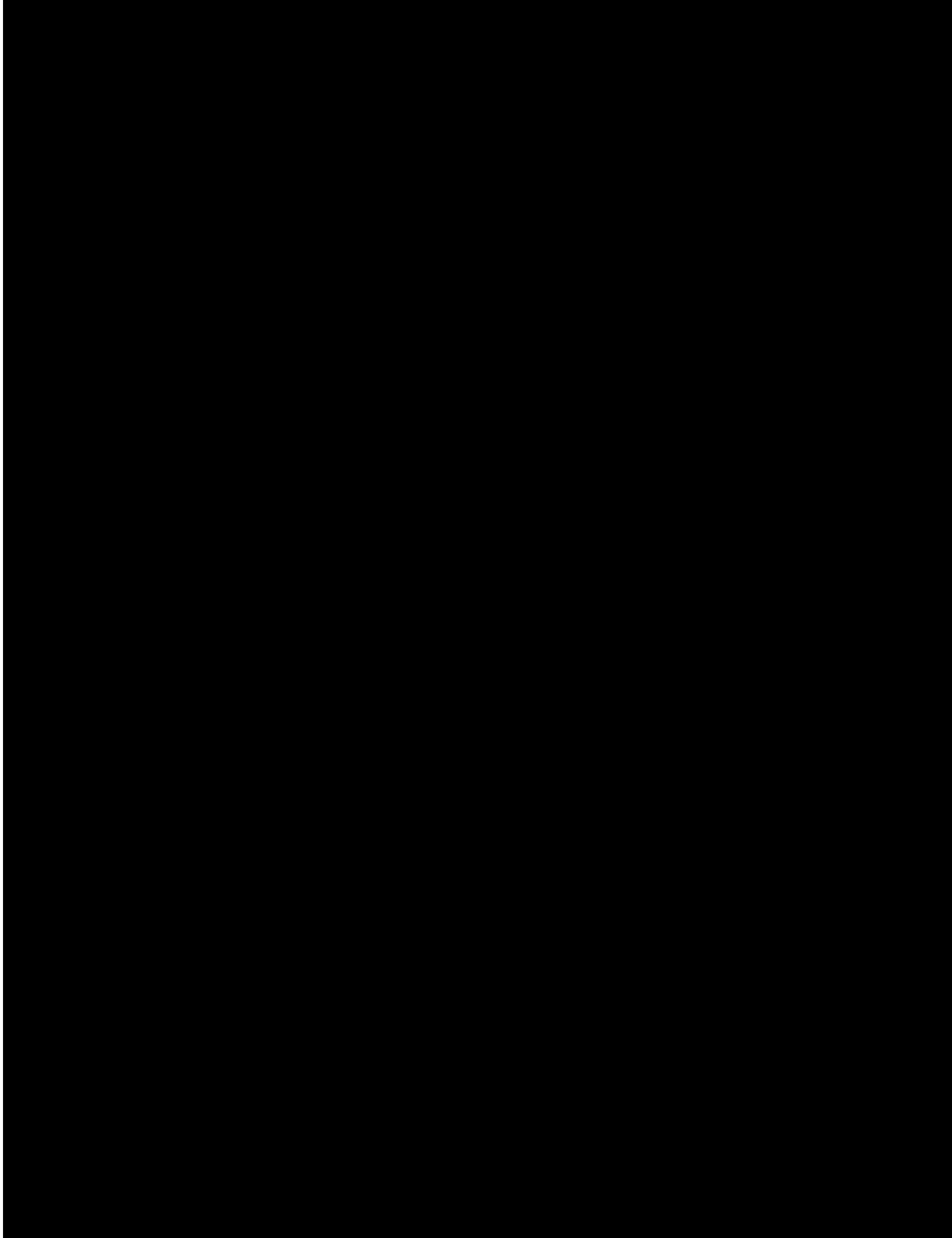


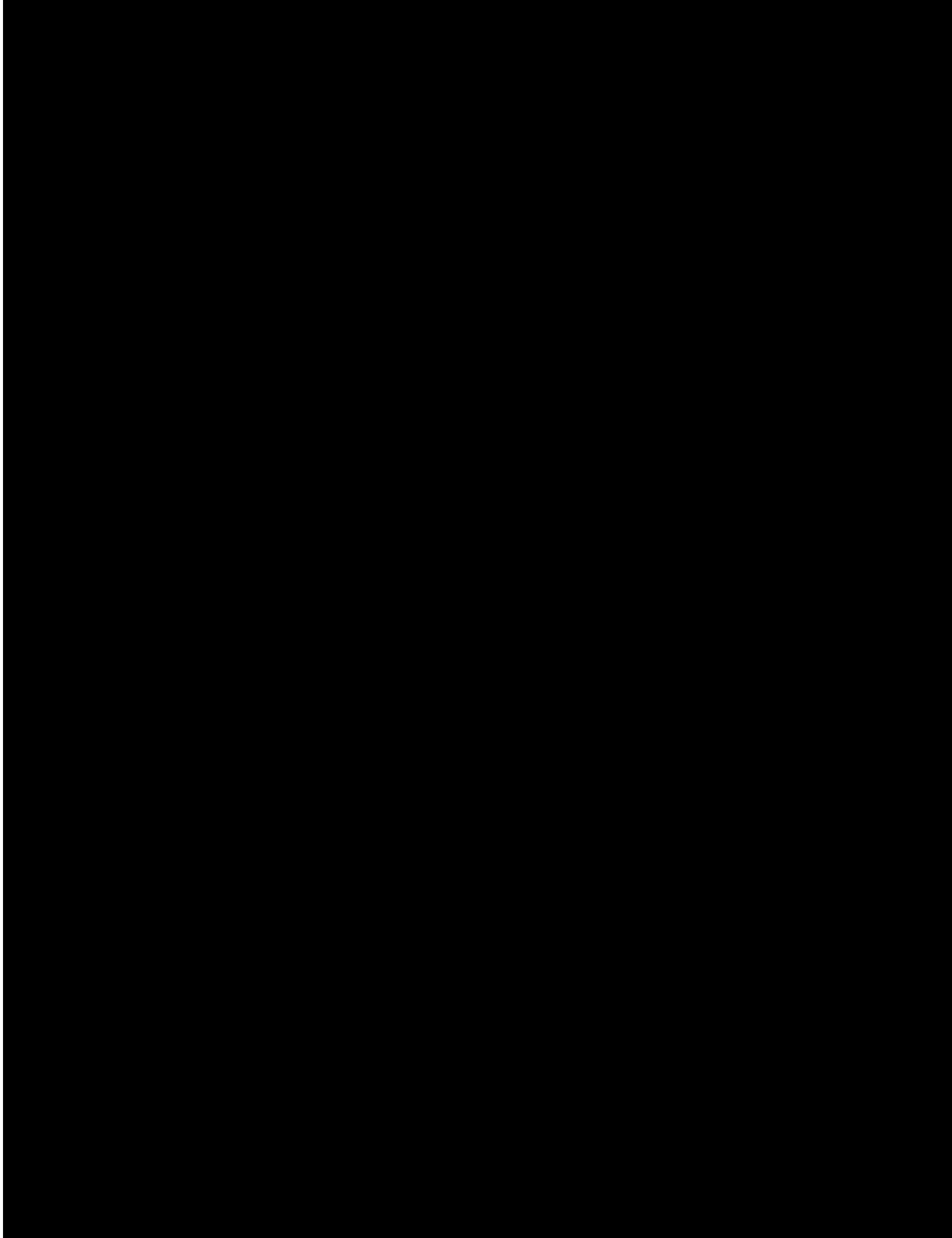


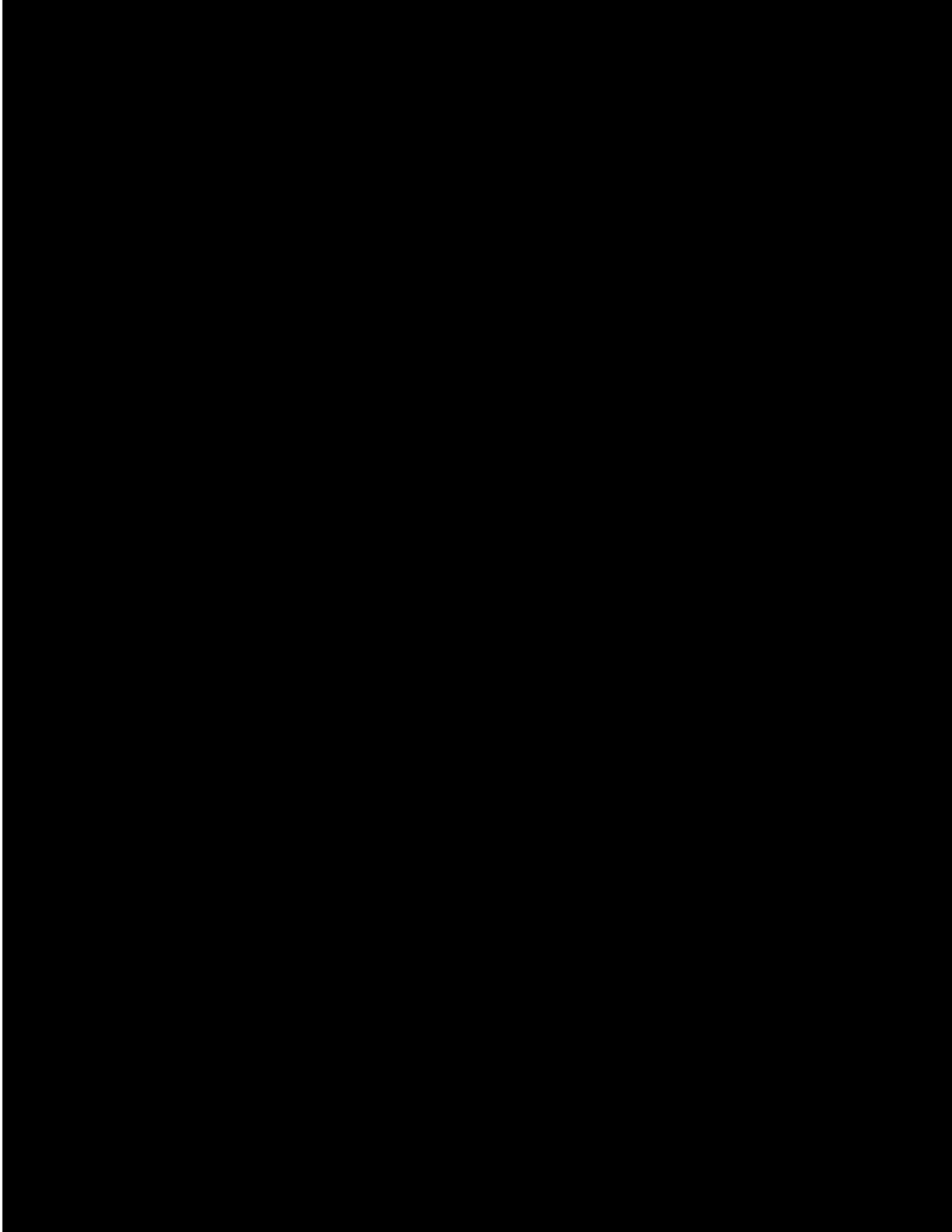


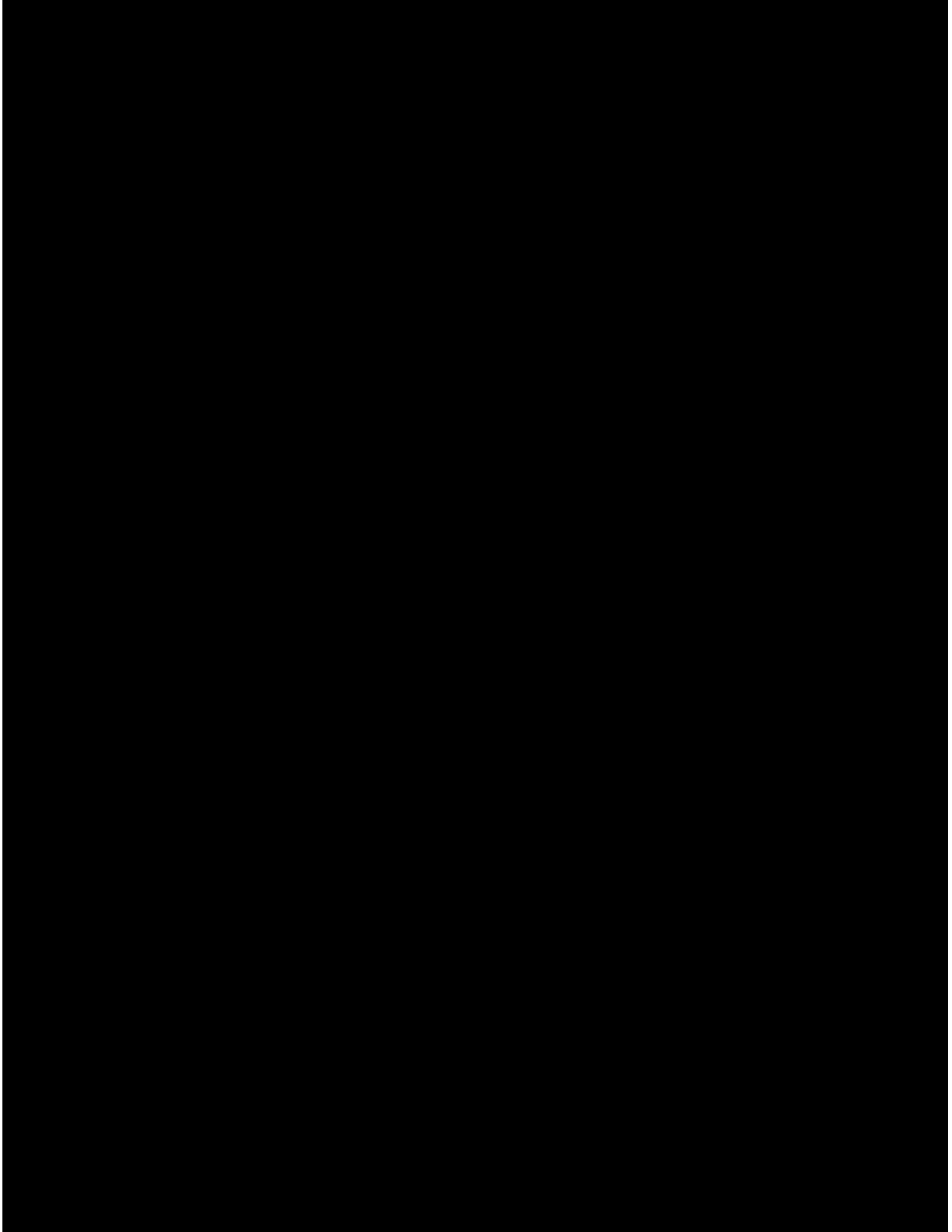


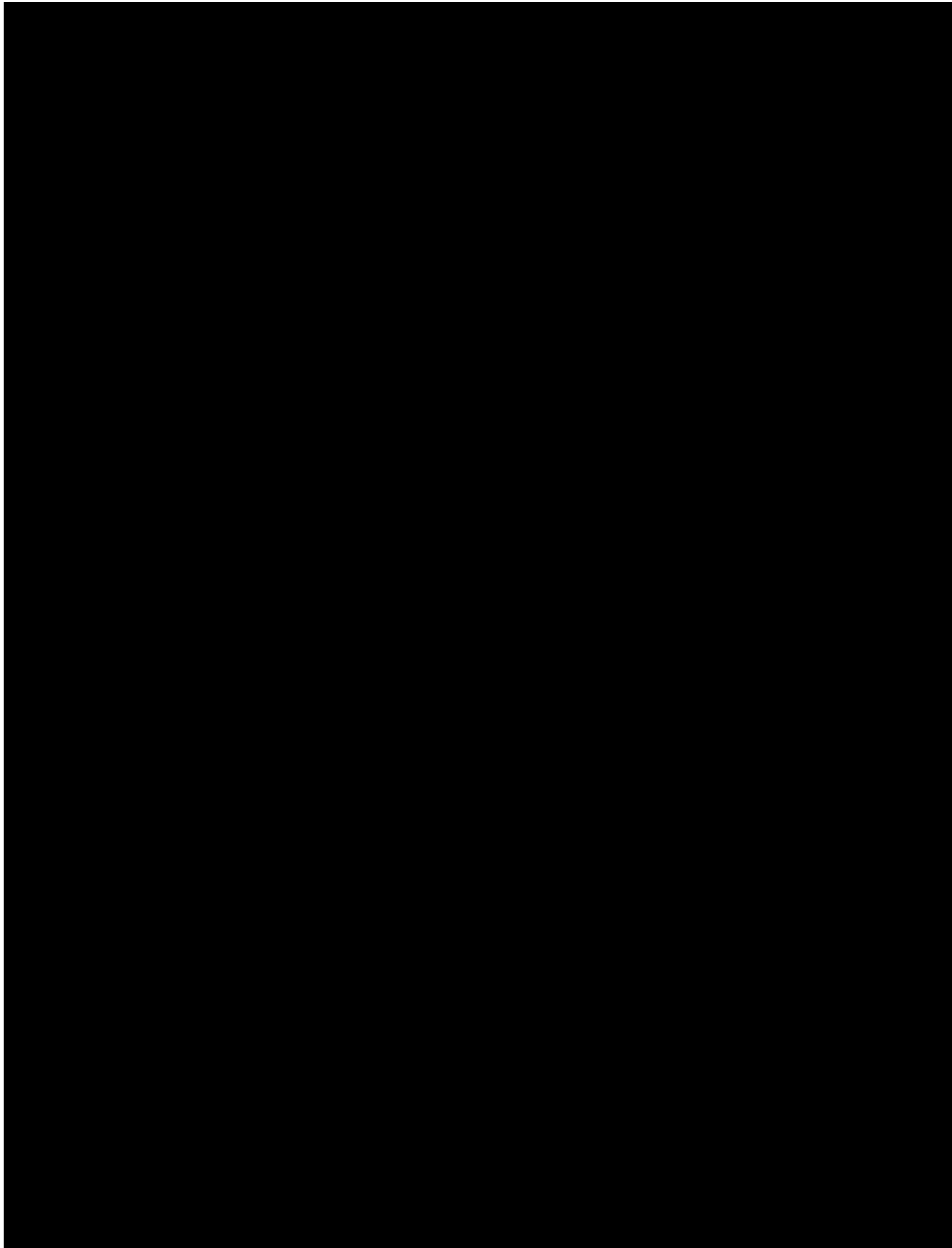


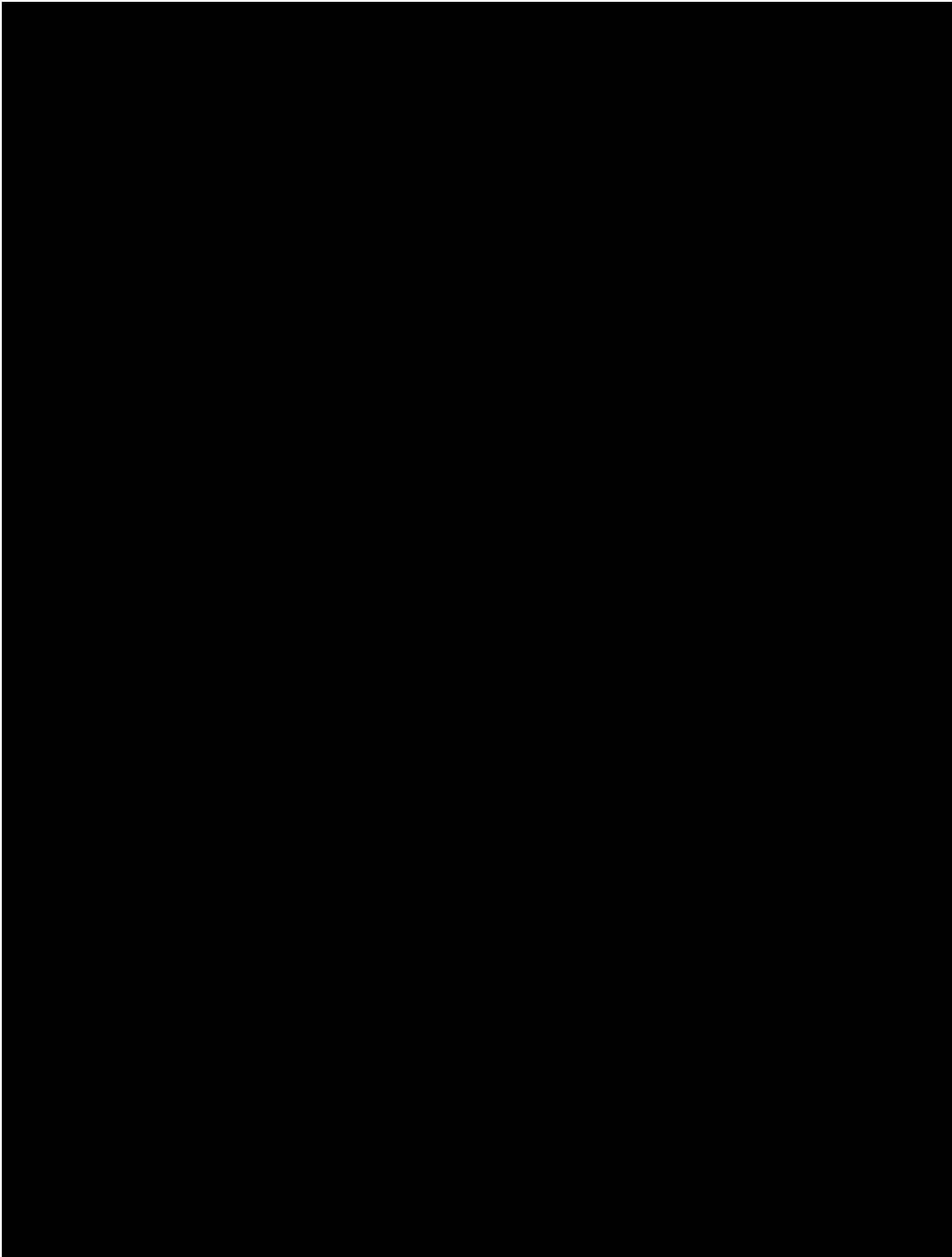


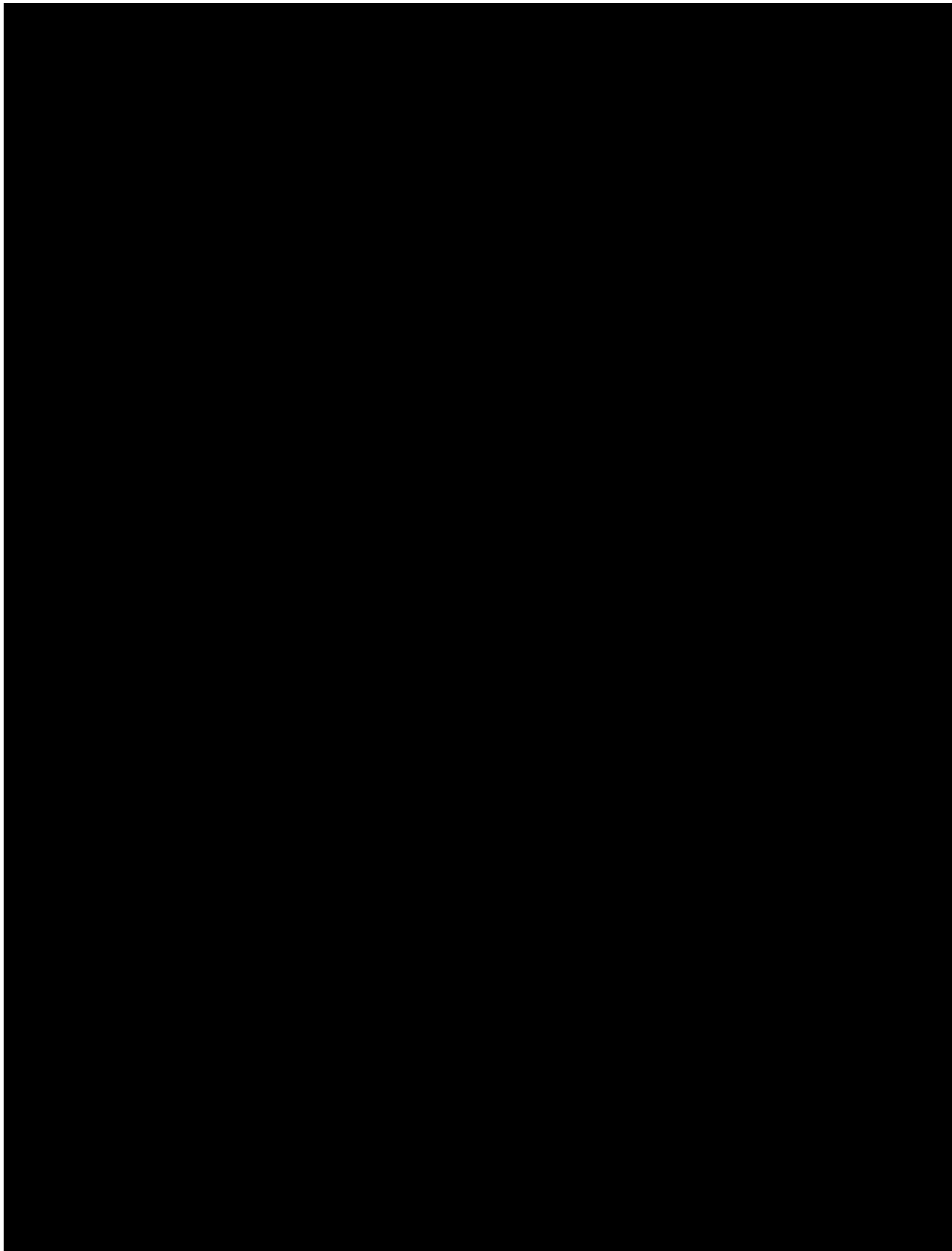














Attachment D -
Glossary



Glossary

Acronym	Meaning
AHA	American Hospital Association
AI	Artificial Intelligence
AMLOS	Arithmetic mean length of stay
APR	All Patients Refined, used often with DRG (Diagnosis Related Groups)
AR	Accounts Receivable
CAC	Computer Assisted Coding
CACDI	Computer-Assisted Clinical Documentation Improvement software solution
CAPD	Computer-Assisted Physician Documentation
CCs	Complication or comorbid condition
CDE	Clinical Documentation Excellence
CDI	Clinical Documentation Improvement
CMI	Case Mix Index
CPT	Current Procedural Terminology
DCCDIS	Data capture and Clinical Documentation Improvement System
DMO	Dragon Medical One: Nuance’s flagship voice recognition (VR) product for providers
DNFB	Discharged not final billed: where bills remain incomplete due to coding or documentation gaps
DNFC	Discharged Not Finally Coded: the number of days a case remains before being finally coded post-discharge.
DRG	Diagnosis related group
EHR	Electronic health record
EMR	Electronic medical record
GMLOS	Geometric mean length of stay
H&P	History and Physical (Exam)
HCC	Hierarchical condition category: Each HCC is mapped to an ICD-10 code. Insurance companies use HCC coding to assign patients a risk adjustment factor (RAF) score.
HCPCS	Healthcare Common Procedure Coding System
ICD-10	The 10th revision of the International Statistical Classification of Diseases and Related Health Problems (ICD), a medical classification list by the World Health Organization (WHO).
KPI	Key performance indicator
L&D	Labor and delivery
LOS	Length of stay
MCCs	Major Complication/Comorbidity
NLP	Natural Language Processing

Acronym	Meaning
PACS	Picture archiving and communication systems
PCS	Procedure Coding System
POA	Present on admission
RIS	Radiology Information System
ROM	Risk of Mortality
RTPDI	Real Time Physician Documentation Improvement
SCAPD	Surgical Computer-Assisted Physician Documentation
SOI	Security Office Identifier (SOI): A unique alphanumeric four-character identifier from DCSA, which is used to identify the appropriate agency official who will receive case results, data, or other information from DCSA.
VR	Voice recognition
wRVU	Work relative value units



EXHIBIT W (COUNTY KEY PERSONNEL)

TO THE

DATA CAPTURE AND CLINICAL DOCUMENTATION IMPROVEMENT SYSTEM
AND RELATED SERVICES AGREEMENT

EXHIBIT W
COUNTY KEY PERSONNEL

This Exhibit W (County Key Personnel) is an attachment and addition to the Data Capture and Clinical Documentation Improvement System and Related Services Agreement (the “**Agreement**”), Agreement No. H-711085 entered into by and between the County of Los Angeles (“**County**”) and Accenture LLP (“**Contractor**”), and is incorporated into the Agreement by reference hereof. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.

No.	County Key Personnel Name	Project Title
1.	Dr. Phillip Gruber	County Project Director
2.	Maham Chaudhry	County Project Manager

Pursuant to Section 29.4 (Notices) of the Agreement, the County Project Director will be located at the following address:

Department of Health Services
313 N. Figueroa St, Suite 909-D
Los Angeles, CA 90012



EXHIBIT X (COUNTY INFORMATION USE EXHIBIT)

TO THE

DATA CAPTURE AND CLINICAL DOCUMENTATION IMPROVEMENT SYSTEM
AND SERVICES AGREEMENT

EXHIBIT X

COUNTY INFORMATION USE EXHIBIT

This Exhibit X (County Information Use Exhibit) is an attachment and addition to the Data Capture and Clinical Documentation Improvement System and Services Agreement (the “**Agreement**”), Agreement No. H-711085 entered into by and between the County of Los Angeles (“**County**”) and Accenture LLP (“**Contractor**”), and is incorporated into the Agreement by reference hereof. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.

This Exhibit X (County Information Use Exhibit) is to identify and obtain a description of Contractor’s (including all Subcontractors) usage of data provided by County to Contractor and information derived by Contractor in any way from County’s use of the DCCDIS. This Exhibit X (County Information Use Exhibit) is to identify and describe all County Information that can be collected, transmitted, stored, processed, or subject to analytics, in connection with each Module identified in Column 1 of the Table below, including: (i) the types of County Information capable of being (a) collected, (b) extracted, (c) analyzed, or (d) subject to analytics in connection with Contractor’s use of artificial intelligence, machine learning, or natural language processing tools or programs; and (ii) the description of all Contractor actions taken and processes applied to County Information and/or DCCDIS usage information capable of being (a) collected, (b) extracted, (c) analyzed, or (d) subject to analytics in connection with Contractor’s use of artificial intelligence, machine learning, or natural language processing tools or programs.

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Row No.	Commercial Name of Product	Solution (i.e., VR, RTPDI, CACDI, CAC, or Radiology)	Identification and description of County Information derived from County’s use of the product	Identification and description of County Information incorporated using artificial intelligence, machine learning, generative AI, and/or natural language processing into algorithms used with the product	Identification and description of Contractor actions or processes that combine County Information in databases of other data and information such that there is no practical means to extract the data and information as required by the Agreement	Description of how Contractor will: (1) encrypt all County Information such that the County Information is unusable, unreadable, or indecipherable to unauthorized individuals; (2) retain and secure all data encryption keys; and (3) ensure no Subprocessor will have access to the encryption keys applicable to County Information	Identification and description of any use by Contractor of any County Information utilized or incorporated in any Contractor marketing, publicity, sales, or other materials (whether written or electronic) distributed to third parties	Identification and description of any other usage of data provided by County to Contractor and information derived by Contractor in any way from County’s use of the DCCDIS not otherwise described in this table, including “incidental uses”.
1.	Dragon Medical One + PowerMic Mobile Speech Recognition	VR	Speech to text solution. The data consists of speech utterances (inputs) and text results (outputs), plus session log files, speech profiles, and user account data.	<p>These speech utterances and text results (inputs and outputs) are fed back into the speech engine machine learning models in order to train, tune, and improve the ability of the VR Solution to analyze and translate speech utterances and prepare and deliver text results. The content of speech utterances, session log files, speech profiles, and user account data will not be analyzed or used except as provided above.</p> <p>In connection with the VR Solution, County gives Nuance the right, and Nuance has permission to, use speech utterances, text results, session log files, speech profiles, and user account data County Information in accordance with this provision (Column 4). Nuance will not use Artificial Intelligence in any form, whether machine learning, natural language processing, bots, or otherwise, to re-identify speech utterances or for other uses not specified above, including reestablishing the association of the content of speech utterances with any County Information, including its origin from County or any County provider, department, facility, condition, diagnosis, disease, or financial information.</p> <p>Nuance may de-identify County Information in accordance with the de-identification processes set forth in 45 C.F.R. §164.514; provided that:</p> <p>(1) All such de-identified County Information is used only as explicitly permitted in this Exhibit X (County Information Use Exhibit);</p> <p>(2) All de-identified County Information remains “tagged” or otherwise digitally tied to County so that it is used, transmitted, stored,</p>	County’s speech utterances, text results, session log files, speech profiles, and user account related data are combined in the same environments as data of Nuance’s other customers, as these are multi-tenant Solutions; however, Nuance utilizes logical separation to ensure the integrity of County’s speech utterances, text results, session log files, speech profiles, and user account data. For speech utterances and text results that are de-identified, Nuance will de-identify according to the standards set forth in 45 C.F.R. §164.514, such that the speech utterances, text results, session log files, speech profiles, and user account data cannot be traced to any individual. Nuance may only use the speech	In its VR Solutions, Nuance encrypts ¹ all speech utterances, session log files, speech profiles, and user account data in motion and at rest such that the data is unusable, unreadable, or indecipherable to unauthorized individuals. Nuance retains and secures all data encryption keys, and ensures that no other Subprocessor or Subcontractor has access to such keys. For on-premises components (for information that resides on components in County’s data center behind County’s firewall), County would be responsible for these actions.	None.	Any information shared by County during the process of troubleshooting or resolving a Support Request or other reported Errors (initiated in each case by a County user or manager).

¹ All Nuance Licensed Software (which will be provided through the Hosting Environment) meets the following: (i) for data in transit, TLS 1.2 over HTTPS with a 256-bit AES cipher algorithm; and (ii) for data at rest, we meet AES 256-bit encryption.

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				managed, and tracked in accordance with the Agreement, including this Exhibit X (County Information Use Exhibit).	utterances, and text results as provided in Row 1, Column 4.			
2.	PowerScribe One Radiology Reporting	VR / RTPDI / Radiology	Draft reports including dictations, annotations, and findings contained therein; Final reports, including addenda to reports; Report metadata; County's report templates; and Radiologist workflow context.	Speech utterances (inputs and outputs) are treated exactly as described in Row 1, Column 4, above. Nuance may de-identify County Information in accordance with the de-identification processes set forth in 45 C.F.R. §164.514; provided that: (1) All such de-identified County Information is used only as explicitly permitted in this Exhibit X (County Information Use Exhibit); (2) All de-identified County Information remains "tagged" or otherwise digitally tied to County so that it is used, transmitted, stored, managed, and tracked in accordance with the Agreement, including this Exhibit X (County Information Use Exhibit).	County Information is treated exactly as described in Row 1, Column 5, above.	County Information is encrypted and secured exactly as described in Row 1, Column 6, above.	None.	Any information shared by County during the process of troubleshooting or resolving a Support Request or other reported Errors (initiated in each case by a County user or manager).
3.	PowerConnect Actionable Findings (PCAF)	Radiology	Content of messages sent and received via the product; Underlying findings; and User responses to messages received (accept, reject, other).	None; County Information will not be used to improve PCAF. In the event that a subsequent use of County Information in connection with PCAF occurs, County Information will be treated exactly as described in Row 1, Column 4, above.	There is no current use of County Information in connection with PCAF. In the event that a subsequent use of County Information in connection with PCAF occurs, County Information will be treated exactly as described in Row 1, Column 5, above.	County Information is encrypted and secured exactly as described in Row 1, Column 6, above.	None.	Any information shared by County during the process of troubleshooting or resolving a Support Request or other reported Errors (initiated in each case by a County user or manager).
4.	PowerConnect Follow Up Manager	Radiology	Appointment scheduling; Patient information, including demographics; and Extractions from mPower Clinical Analytics tool regarding substantive follow-up opportunities.	In order to train, tune, and improve the ability of the PowerConnect Follow Up Manager, County gives Nuance the right to analyze the data identified in Row 4, Column 3. The content of the data identified in Row 4, Column 3 will not be analyzed or used except as provided above. Nuance will not use Artificial Intelligence in any form, whether machine learning, natural language processing, bots, or otherwise, to re-identify the data identified in Row 4, Column 3. Nuance may de-identify County Information in accordance with the de-identification processes set forth in 45 C.F.R. §164.514; provided that: (1) All such de-identified County Information is used only as explicitly permitted in this Exhibit X (County Information Use Exhibit); (2) All de-identified County Information remains "tagged" or otherwise digitally tied to County so that it is used, transmitted, stored, managed, and tracked in accordance with the Agreement, including this Exhibit X (County Information Use Exhibit).	County Information is treated exactly as described in Row 1, Column 5, above.	County Information is encrypted and secured exactly as described in Row 1, Column 6, above.	None.	Any information shared by County during the process of troubleshooting or resolving a Support Request or other reported Errors (initiated in each case by a County user or manager).
5.	mPower Clinical Analytics	Radiology	Reports housed within County's radiology systems (i.e., PowerScribe One, PACS, RIS) – as determined by County; Metadata associated with Reports; and Radiologist workflow context.	In order to train, tune, and improve the ability of the mPower Clinical Analytics, County gives Nuance the right to analyze the data identified in Row 5, Column 3. The content of the data identified in Row 5, Column 3 will not be analyzed or used except as provided above. Nuance will not use Artificial Intelligence in any form, whether machine learning, natural language processing, bots, or otherwise, to re-identify the data identified in Row 5, Column 3. Nuance may de-identify County Information in accordance with the de-identification processes set forth in 45 C.F.R. §164.514; provided that: (1) All such de-identified County Information is used only as explicitly permitted in this Exhibit X (County Information Use Exhibit);	County Information is treated exactly as described in Row 1, Column 5, above.	County Information is encrypted and secured exactly as described in Row 1, Column 6, above.	None.	Any information shared by County during the process of troubleshooting or resolving a Support Request or other reported Errors (initiated in each case by a County user or manager).

[0]	[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]
				(2) All de-identified County Information remains “tagged” or otherwise digitally tied to County so that it is used, transmitted, stored, managed, and tracked in accordance with the Agreement, including this Exhibit X (County Information Use Exhibit).				
6.	ModLink (On-Prem)	Radiology	County’s radiology reports and metadata are ingested in order to deliver the results, but no derivatives of County Information are created or used.	None.	None.	On-premise based solution that will utilize computer systems provided by the County, and shall be encrypted in accordance with the County’s encryption processes utilizing keys generated and secured by the County.	None.	Application support initiated by the County.
7.	Inpatient Guidance for Dragon Medical Advisor	RTPDI	Portions of patient records ingested; Diagnoses applied/accepted; User response to potential diagnoses (accept, reject, other); and Content and types of clinical information accessed by the physician. ADT via HL7; MDM via HL7; ORU (labs, vitals, meds) via HL7; 837 Claims data; Case Mix Index (CMI); Risk Adjustment Factors Scores (RAF); Coder and/or CDI provider query statistics - types and volumes; CDI Program Statistics; Final Coding Summary Data (P05); Medicare Blended Rate for Fiscal Year; Other Payor Blended Rates; and Weighted Relative Value Unit (WRVU).	In order to train, tune, and improve the ability of the Inpatient Guidance for Dragon Medical Advisor, County gives Nuance the right to analyze the data identified in Row 7, Column 3. The content of the data identified in Row 7, Column 3 will not be analyzed or used except as provided above. Nuance will not use Artificial Intelligence in any form, whether machine learning, natural language processing, bots, or otherwise, to re-identify the data identified in Row 7, Column 3. Nuance may de-identify County Information in accordance with the de-identification processes set forth in 45 C.F.R. §164.514; provided that: (1) All such de-identified County Information is used only as explicitly permitted in this Exhibit X (County Information Use Exhibit); (2) All de-identified County Information remains “tagged” or otherwise digitally tied to County so that it is used, transmitted, stored, managed, and tracked in accordance with the Agreement, including this Exhibit X (County Information Use Exhibit).	County Information is treated exactly as described in Row 1, Column 5, above.	County Information is encrypted and secured exactly as described in Row 1, Column 6, above.	None.	Any information shared by County during the process of troubleshooting or resolving a Support Request or other reported Errors (initiated in each case by a County user or manager).
8.	CDE One Clinical Documentation Excellence	CACDI	Portions of patient records ingested; User response to codes proposed (accept, reject, other); Codes, including CPT codes, applied; ADT via HL7; MDM via HL7; BAR via HL7; 837 Claims data; Case Mix Index (CMI); Coder and/or CDI provider query statistics - types and volumes; CDI Program Statistics; Final Coding Summary Data; Medicare Blended Rate for Fiscal Year; Other Payor Blended Rates; and Annual Discharge Volume; and	In order to train, tune, and improve the ability of the CDE One Clinical Documentation Excellence, County gives Nuance the right to analyze the data identified in Row 8, Column 3. The content of the data identified in Row 8, Column 3 will not be analyzed or used except as provided above. Nuance will not use Artificial Intelligence in any form, whether machine learning, natural language processing, bots, or otherwise, to re-identify the data identified in Row 8, Column 3. Nuance may de-identify County Information in accordance with the de-identification processes set forth in 45 C.F.R. §164.514; provided that: (1) All such de-identified County Information is used only as explicitly permitted in this Exhibit X (County Information Use Exhibit); (2) All de-identified County Information remains “tagged” or otherwise digitally tied to County so that it is used, transmitted, stored, managed, and tracked in accordance with the Agreement, including this Exhibit X (County Information Use Exhibit).	Customer Information is treated exactly as described in Row 1, Column 5, above.	County Information is encrypted and secured exactly as described in Row 1, Column 6, above.	None.	Any information shared by County during the process of troubleshooting or resolving a Support Request or other reported Errors (initiated in each case by a County user or manager).

[0]	[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]
			Weighted Relative Value Unit (WRVU).					
9.	Fusion CAC	CAC	<p>Visit / encounter information defined by County as used for the purpose of coding including:</p> <p>Patient and encounter demographics;</p> <p>Discrete clinical data such as lab results, nursing flowsheets, and medications;</p> <p>Discrete financial data such as hard charges;</p> <p>Chart documentation such as provider and nursing notes, reports; and summaries; and</p> <p>Scanned documents.</p>	<p>Visit / encounter information defined by County as used for the purpose of coding including:</p> <p>Patient and encounter demographics; and</p> <p>Chart documentation such as provider and nursing notes, reports, and summaries.</p>	<p>None. Dolbey does not have any processes which combine County Information with other data sources.</p>	<p>Fusion CAC is an on-premise based solution that will utilize computer systems provided by the County, and shall be encrypted in accordance with the County's encryption processes utilizing keys generated and secured by the County.</p>	<p>None.</p>	<p>Application support initiated by the County.</p>



EXHIBIT Y (BACKGROUND CHECK PROCEDURES)

TO THE

DATA CAPTURE AND CLINICAL DOCUMENTATION IMPROVEMENT SYSTEM AND RELATED SERVICES AGREEMENT

EXHIBIT Y

BACKGROUND CHECK PROCEDURES

This Exhibit Y (Background Check Procedures) is an attachment and addition to the Data Capture and Clinical Documentation Improvement System and Related Services Agreement (the “**Agreement**”), Agreement No. H-711085 entered into by and between the County of Los Angeles (“**County**”) and Accenture LLP (“**Contractor**”), and is incorporated into the Agreement by reference hereof. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.

Contractor may change its Background Checks as set forth in this Exhibit; provided, however, that each change shall comply with law and shall not diminish or materially dilute the verifications provided to County.

Background Checks

Form I-9 and E-Verify - Verification to confirm identity and authorization to work in the U.S.; all employees hired on or after May 5, 2009 are also processed through E-Verify.

Passing criteria – Employee is authorized to work in U.S.

Social Security Number Trace and Validation – Social Security screen to validate the candidate’s Social Security number and history of addresses. The latter is used to assure all associated addresses are considered when determining locations to be included in the criminal background check process. This requirement includes a disclosure of all other names by which the individual has been known and a check for validity, a suspicious issuance date, or a deceased person result.

Passing criteria – Social Security Number is valid.

FACIS Level 1 Search – A comprehensive healthcare sanctions screen that searches: sanction information as reported to the OIG, GSA, and other federal agencies; disciplinary actions taken by federal agencies; and actions taken by state licensing and certification agencies in all fifty (50) states.

Passing criteria – Employee is not included in any of the listed databases.

Criminal Background Checks – Criminal records check consisting of felony and misdemeanor convictions (as well as other non-conviction admissions of guilt) filed at federal and county government levels for the individual’s home, school, and work addresses for the previous seven (7) year period (or shorter where required by applicable law), including participation in court-ordered programs, deferred adjudication, probation, and parole.

Passing criteria – Contractor has conducted an individualized assessment of any criminal history found in the background screen, consistent with state, federal, and local law, as well as EEOC guidance, and has determined that the employee does not have criminal history that is job-related or that poses a safety or security concern.

Widescreen Plus National Criminal Search – Secondary screening tool used to find additional potential criminal information through sources such as: the Office of Foreign Assets Control; Pardon and Parole Databases; Bureaus of Investigation; Departments of Public Safety; and Violent Offender Registries.

Passing criteria – Contractor has conducted an individualized assessment of any criminal history found in the background screen, consistent with state, federal, and local law, as well as EEOC guidance, and has

determined that the employee does not have criminal history that is job-related or that poses a safety or security concern.

Global Sanctions and Enforcement Check – Secondary screening tool that identifies whether a candidate appears on one of thousands of global databases that identify individuals prohibited from certain activities.

Passing criteria – Employee is not included in any of the listed databases.

Education – Education check at the highest level required for the position.

Passing criteria – Employee has completed the highest level of education required for the position.

Employment Verification – As applicable.

Passing criteria – Employment is verified.

Additional Requirements for Custody-Facing Contractor Personnel

As to all Contractor Personnel performing work on behalf of Contractor under this Agreement who have access to the Los Angeles Sheriff's Department's Data Network, Criminal Records, or that come into the secured side of the custody environment within a County facility ("**Custody-Facing Contractor Personnel**"):

- (i) No Custody-Facing Contractor Personnel shall perform Services prior to completing a background investigation as described in Section 17.1.14 (Background Checks) of the Agreement and this Exhibit Y (Background Check Procedure), and County may further require any Custody-Facing Contractor Personnel to submit to additional background investigations at any time;
- (ii) No Custody-Facing Contractor Personnel shall have a criminal conviction record or pending criminal trial, unless such information has been fully disclosed and use of such staff has been approved (in writing) by the Los Angeles Sheriff's Department;
- (iii) No Custody-Facing Contractor Personnel shall be on active probation or parole currently or within the prior three (3) years; and
- (iv) All Custody-Facing Contractor Personnel shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to the County Project Director.



EXHIBIT Z (COUNTY-APPROVED ENTITIES AND COUNTRIES)

TO THE

DATA CAPTURE AND CLINICAL DOCUMENTATION IMPROVEMENT SYSTEM
AND RELATED SERVICES AGREEMENT

EXHIBIT Z

COUNTY-APPROVED ENTITIES AND COUNTRIES

This Exhibit Z (County-Approved Entities and Countries) is an attachment and addition to the Data Capture and Clinical Documentation Improvement System and Related Services Agreement (the “**Agreement**”), Agreement No. H-711085 entered into by and between the County of Los Angeles (“**County**”) and Accenture LLP (“**Contractor**”), and is incorporated into the Agreement by reference hereof. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.

1. **Certain Pre-Approved Key Subcontractors.** The following entities are Approved to perform Services under this Agreement in accordance with Section 2.1 (Contractor; Subcontracting) of the Agreement and (i) as to Dolbey, Exhibit BB (Subcontractor Agreement Between Prime Contractor and Dolbey); (ii) as to Nuance, Exhibit AA (Subcontractor Agreement Between Accenture (as Prime) and Nuance); and (iii) as to Accenture, Exhibit CC (Subcontractor Agreement Between Nuance (as Prime) and Accenture):
 - (a) Accenture LLP
 - (b) Dolbey Systems, Inc.
 - (c) Nuance Communications, Inc.

2. **Pre-Approved Key Subcontractors.** The following entities are Approved to perform Services under this Agreement in accordance with Section 2.1 (Contractor; Subcontracting) of the Agreement:
 - (a) Ellkay
 - (b) 3M (APR Grouper)

3. **County-Approved Entities and Countries.** County has Approved transmittal of County Information to the following entities:
 - (a) Nuance India Pvt. Ltd., in India
 - (b) Nuance Communications Austria GmbH, in Austria
 - (c) Nuance Communications Belgium Ltd., in Belgium
 - (d) Nuance Communications Ibérica SA, in Spain
 - (e) Microsoft Israel Ltd., Microsoft R&D Center, Alan Turing 3, Herzeliya Pituach, Israel (there will be no sharing of County Information with other Microsoft divisions or Affiliates)

4. **Remote Workers in Other Countries.** County has Approved transmittal of County Information to the remote workers in in the following countries:
 - (a) Canada
 - (b) France
 - (c) Hungary
 - (d) United Kingdom
 - (e) New Zealand



EXHIBIT AA (SUBCONTRACTOR AGREEMENT BETWEEN ACCENTURE (AS
PRIME) AND NUANCE)

TO THE

DATA CAPTURE AND CLINICAL DOCUMENTATION IMPROVEMENT SYSTEM
AND RELATED SERVICES AGREEMENT

EXHIBIT AA

SUBCONTRACTOR AGREEMENT BETWEEN ACCENTURE (AS PRIME) AND NUANCE

AGREEMENT REGARDING SUBCONTRACTED SERVICES

THIS AGREEMENT REGARDING SUBCONTRACTED SERVICES, dated as of August 13, 2024 (as together with all exhibits, all as amended from time to time in accordance with the terms and conditions hereof, this “**Agreement**”), is entered into between Accenture LLP, an Illinois limited liability partnership (“**Prime Contractor**”), and Nuance Communications, Inc., a Delaware corporation (“**Subcontractor**”), and is made in reference to the Data Capture and Clinical Documentation Improvement System and Related Services Agreement, Los Angeles County Contract No. H-711085, dated as of August 13, 2024 (together with all exhibits and attachments, all as amended from time to time in accordance with the terms and conditions thereof, the “**Prime Agreement**”), between Prime Contractor and the County of Los Angeles (“**County**”). Capitalized terms used herein (including in this introductory paragraph) without definition shall have the meanings given to such terms in the Prime Agreement.

WHEREAS, County and Prime Contractor have entered into the Prime Agreement pursuant to which Prime Contractor, in its capacity as “Contractor” thereunder, will provide all elements of the DCCDIS, including the Licensed Software, Third-Party Products, Integral Third-Party Software, Hosting Software, Hardware, and Services including, Implementation Services, Hosting Services, Support Services, and any Optional Work (the “**Work**”) under and as defined in the Prime Agreement;

WHEREAS, Prime Contractor desires to engage Subcontractor to provide a subset of such Work, the scope of which Work is further described in the attached Exhibit B (Subcontracted Work) (as the same may be amended from time-to-time in accordance with the terms and conditions hereof, “**Subcontracted Work**”); and

WHEREAS, Prime Contractor and Subcontractor desire to set forth below the terms and conditions under which Subcontractor will perform the Subcontracted Work described in the attached Exhibit B (Subcontracted Work) and to make County a third-party beneficiary of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, Prime Contractor and Subcontractor agree as follows:

1. INCORPORATION OF TERMS AND CONDITIONS OF THE PRIME AGREEMENT

Prime Contractor and Subcontractor agree that, to the extent of, and with respect to, Subcontractor’s provision of the Subcontracted Work:

- (a) With respect solely to those terms and conditions of the Prime Agreement set forth in the attached Exhibit A (Specified Additional Terms and Conditions) as modified pursuant to Exhibit A.1 (Modified Prime Agreement Terms Applicable to Subcontractor) (the “**County Direct Terms**”), (i) such terms and conditions are hereby incorporated by this reference as if set forth herein; (ii) Subcontractor agrees to be bound by such terms and conditions directly to County as if Subcontractor were the “Contractor” under the Prime Agreement; and (iii) County shall have all of the rights and remedies under the Prime Agreement of “County” under the Prime Agreement, except that (1) the scope of Work to be performed by Subcontractor shall be the Subcontracted Work, (2) the amount of any payments paid or payable to Subcontractor for the performance of such Subcontracted Work shall be solely as determined between Prime Contractor and Subcontractor, and (3) the payment process for the payments to Subcontractor shall be solely as determined between Prime Contractor and Subcontractor.

Except with respect to the exceptions set forth in Section 1(a), above, in the event of any conflict or inconsistency between the terms and conditions of (A) the County Direct Terms, and (B) the attached Exhibit B (Subcontracted Work), such conflict or inconsistency shall be resolved by giving precedence first to the County Direct Terms, and then to the terms and conditions of the attached Exhibit B (Subcontracted Work).

2. AGREEMENT REGARDING SUBCONTRACTED WORK.

Subcontractor agrees to provide the Subcontracted Work to County on behalf of Prime Contractor in accordance with the terms and conditions of this Agreement. Subcontractor agrees and represents and warrants that: (a) Prime

Contractor shall be solely liable and responsible to Subcontractor for payment of any and all payments and other compensation due under this Agreement, (b) Subcontractor is qualified to perform the work for which Subcontractor has been hired, and (c) subject to Section 15.3 (Sales/Use Tax) of the Prime Agreement, Subcontractor shall be solely liable and responsible for any and all of its taxes, payments, and other compensation due, including compensation to its employees and agents, arising out of Subcontractor's performance of the Subcontracted Work.

Exhibit B (Subcontracted Work) shall set forth the details with regard to the Subcontracted Work, including the scope of Subcontracted Work.

3. EXHIBITS

The following documents are attached hereto as Exhibits and are incorporated into this Agreement by reference:

- Exhibit A (Specified Additional Terms and Conditions)
 - Exhibit A.1 (Modified Prime Agreement Terms Applicable to Subcontractor)
- Exhibit B (Subcontracted Work)
- Exhibit C (Subcontractor Certificates of Insurance)
- Exhibit D (Confidentiality Agreement)
- Exhibit E (Prime Contractor's Business Associate Agreement with Subcontractor)
- Exhibit F (Subcontractor's EEO Certification)
- Exhibit G (Safely Surrendered Baby Law)
- Exhibit H (Additional Provisions)

4. COUNTY AS THIRD-PARTY BENEFICIARY

Prime Contractor and Subcontractor agree that this Agreement is entered into for the benefit of County and that County expressly is made a third-party beneficiary of this Agreement. Accordingly, at any time and from time-to-time, County may compel Prime Contractor to enforce against Subcontractor and on County's behalf, any and all rights and remedies Prime Contractor may have with respect to Subcontractor's breach of this Agreement.

5. REPRESENTATIONS AND WARRANTIES

Each of Prime Contractor and Subcontractor represents and warrants to the other party (and to County as third-party beneficiary under this Agreement) that this Agreement has been duly authorized, executed, and delivered by such party, and that such party has all necessary corporate power and authority to enter into this Agreement and to perform its respective obligations under this Agreement.

6. AMENDMENTS

Notwithstanding anything to the contrary in this Agreement, no amendment, modification, termination, or waiver of any provision of this Agreement (including the exhibits attached hereto) shall be effective unless the same shall be in writing, signed by Prime Contractor and Subcontractor, and acknowledged by County; provided that amendments which do not affect (i) the rights of County, including pricing, or (ii) the obligations of Prime Contractor or Subcontractor to County, shall not require the acknowledgement of County. Notwithstanding anything to the contrary in this Agreement, Subcontractor expressly acknowledges and agrees the Prime Agreement may be amended, modified, and/or terminated and provisions of the Prime Agreement may be waived without prior notice to or consent of Subcontractor.

7. ASSIGNMENT

Except as set forth in Section 29.16.1 (Assignment by Contractor) of the Prime Agreement, neither party may assign its rights and obligations under this Agreement (including the exhibits attached hereto) without prior written consent of the other party and prior written acknowledgement of County.

7.1. Effect of Planned Assignment Under the Prime Agreement

The Parties agree that, as of the effective date of the amendment to the Prime Agreement to execute the Planned Assignment (as that term is defined under the Prime Agreement) as set forth in Section 29.16.1 (Assignment by Contractor) of the Prime Agreement (“**Planned Assignment Date**”), (i) this Agreement shall automatically terminate, and (ii) the agreement set forth under Exhibit CC (Subcontractor Agreement Between Nuance (as Prime) and Accenture) shall be effective between the parties to that agreement.

8. EFFECT ON PRIME AGREEMENT

Except as expressly set forth in Section 1(a) hereto, as between Prime Contractor and Subcontractor, nothing contained herein shall be construed as amending or modifying in any fashion any term or condition set forth in the Prime Agreement or any exhibit, schedule, attachment, or appendix thereto. Prime Contractor expressly ratifies and affirms its rights and obligations under the Prime Agreement.

9. COUNTERPARTS

This Agreement may be executed in any number of original or facsimile counterparts, each of which when taken together shall constitute an original.

10. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the state of California applicable to agreements made and to be performed within that state.

11. RECURRING MONTHLY FEES TO BE BILLED BY NUANCE PRE-FINAL ACCEPTANCE

Prime Contractor, Subcontractor, and County agree that, for all months of Services performance prior to the Planned Assignment (as the terms “Services” and “Planned Assignment” are defined under the Prime Agreement), Subcontractor shall invoice County directly, and County shall pay Subcontractor directly, for the Recurring Monthly Fees to Be Billed by Nuance Pre-Final Acceptance. Subcontractor and all such invoices submitted by Subcontractor shall comply with the invoicing terms under the Prime Agreement, including Section 15.1 (Invoices) of the Prime Agreement and the timing for the Recurring Monthly Fees to Be Billed by Nuance Pre-Final Acceptance under Exhibit C.2 (Milestone Payments and Recurring Monthly Fees Table) of the Prime Agreement. County shall pay all such invoices pursuant to the payment terms under the Prime Agreement, including Sections 15.4 (Payments) and 25 (Withhold Remedy) of the Prime Agreement. Prime Contractor shall identify on its invoices to County for the months of Services performance prior to the Planned Assignment the applicable Subcontractor invoice, by invoice number, that includes the Recurring Monthly Fees to Be Billed by Nuance Pre-Final Acceptance, and states that such amounts will be invoiced directly by Subcontractor in that Subcontractor invoice. Subcontractor shall identify on its invoices to County for the months of Services performance prior to the Planned Assignment the applicable Prime Contractor invoice, by invoice number, referencing the amounts being billed by Subcontractor.

As used herein, “**Recurring Monthly Fees to Be Billed by Nuance Pre-Final Acceptance**” means all Recurring Monthly Fees under the Prime Agreement excluding the “Enhanced Support Period Services” Recurring Monthly Fees, in each case as set forth in Exhibit C.2 (Milestone Payments and Recurring Monthly Fees Table) of the Prime Agreement.

[Signatures provided on the following page]

IN WITNESS WHEREOF, Prime Contractor and Subcontractor have caused this Agreement to be executed as of the day and year first above written.

Accenture LLP, as Prime Contractor

By: _____

Name:

Title:

Nuance Communications, Inc., as Subcontractor

By: _____

Name:

Title:

EXHIBIT A

SPECIFIED ADDITIONAL TERMS AND CONDITIONS

Unless otherwise specified, Section references below are to Sections of the Prime Agreement. With respect to the terms and conditions of the Prime Agreement referenced below, as modified pursuant to Exhibit A.1 (Modified Prime Agreement Terms Applicable to Subcontractor), Subcontractor agrees to be bound by such terms and conditions directly to County as if Subcontractor were the “Contractor” under the Prime Agreement, and County shall have all of the rights and remedies under the Prime Agreement of “County” under the Prime Agreement.

- Section 2.1 (Contractor; Subcontracting)
- Section 3.2 (Revisions)
- Section 5 (Bankruptcy and Liquidation)
- Section 6 (Continuous Licensed Software Support)
- Section 9.7.2 (Contractor’s Revisions)
- Section 9.10 (Contractor Access to County Facilities)
- Section 15.11 (Contractor Self-Audit)
- Section 15.12 (Verification of Licensee Costs By Government)
- Section 15.13 (Audit of Practices Related to Protected Health Information)
- Section 16 (Independent Contractor)
- Section 17.1.2 (Performance of Services)
- Section 17.1.4 (Non-Infringement)
- Section 17.1.5 (No Pending or Threatened Litigation)
- Section 17.1.7 (Assignment of Warranties)
- Section 17.1.8 (Destructive/Disabling Mechanisms)
- Section 17.1.16 (No Offshore Work)
- Section 17.1.19 (Excluded Provider Warranty)
- Section 17.1.20 (Warranty Against Contingent Fees)
- Section 17.1.25 (Accurate Responses to Contractor Diligence and Information Security Questionnaire)
- Section 18.2 (Ownership)
- Section 19 (Confidentiality)
- Section 20 (Security)
- Section 21 (Communication Systems and Access to Information)
- Section 22 (Disaster Recovery/Business Continuity)
- Section 24 (Insurance)
- Section 26 (Dispute Resolution Procedures)
- Section 28 (Multi-Vendor Environment)
- Section 29.1 (Publicity)
- Section 29.2 (Force Majeure)

- Section 29.9 (Compliance with Applicable Laws)
- Section 29.10 (Required Certifications)
- Section 29.16 (Assignment and Delegation)
- Section 29.23 (Conflict of Interest)
- Section 29.24 (Employment Eligibility Verification)
- Section 29.25 (Public Records Act)
- Section 29.26 (Contractor Performance During Civil Unrest and Disaster)
- Section 30.2 (Compliance With Civil Rights Laws)
- Section 30.3 (Recycled Bond Paper)
- Section 30.4 (Contractor Responsibility and Debarment)
- Section 30.6 (Compliance with the County's Jury Service Program)
- Section 30.8 (Consideration of Hiring GAIN/GROW Program Participants)
- Section 30.9 (Contractor's Warranty of Adherence to County's Child Support Compliance Program)
- Section 30.10 (Safely Surrendered Baby Law)
- Section 30.11 (Notice to Employees Regarding the Federal Earned Income Tax Credit)
- Section 30.12 (Defaulted Property Tax Reduction Program)
- Section 30.13 (Restrictions on Lobbying)
- Section 30.26 (COVID-19 Vaccinations of Contractor Personnel)
- Exhibit K (Information Security Requirements) of the Prime Agreement
- Exhibit M (Additional Hosting Services Terms and Conditions) of the Prime Agreement
- Exhibit M.1 (Disaster Recovery and Business Continuity Requirements) of the Prime Agreement
- Exhibit M.2 (Disaster Recovery Plan and Business Continuity Plan) of the Prime Agreement
- Exhibit T (Project Team and Governance) of the Prime Agreement

EXHIBIT A.1

MODIFIED PRIME AGREEMENT TERMS APPLICABLE TO SUBCONTRACTOR

No applicable amendments.

EXHIBIT B
SUBCONTRACTED WORK

1. SCOPE OF SUBCONTRACTED WORK

Services related to the Licensed Software identified in Exhibit B (Licensed Software) provided by Nuance.

EXHIBIT C

SUBCONTRACTOR CERTIFICATES OF INSURANCE

Nuance is self-insured through its parent company, Microsoft Corporation, pursuant to Section 24 (Insurance) of the Prime Agreement. Microsoft Corporation's certificates of insurance are attached to this Exhibit C (Subcontractor Certificates of Insurance).

[Certificates attached on the following pages]

EXHIBIT D

CONFIDENTIALITY AGREEMENT

PRIME CONTRACTOR Accenture LLP

SUBCONTRACTOR Nuance Communications, Inc.

1. GENERAL INFORMATION

The organization identified above as “**Prime Contractor**” is under contract (“**Prime Agreement**”) to provide Services (as such term is defined in the Prime Agreement) to the County of Los Angeles (“**County**”), and Prime Contractor has subcontracted the performance of certain Services under the Prime Agreement to the organization identified above as “**Subcontractor**.” County requires each employee, agent, consultant, outsourced vendor, and independent contractor (in this Exhibit D (Confidentiality Agreement), “**staff**”) of this Subcontractor performing Services in connection with such Prime Agreement to understand his/her obligations with respect to the personal, proprietary, and other confidential material, data, or information, with which he/she will be in contact. Subcontractor, by executing this Confidentiality Agreement (“**Confidentiality Agreement**”), represents that it shall ensure each such staff member’s compliance with the obligations regarding such data and information, as set forth in the Prime Agreement, including this Exhibit D (Confidentiality Agreement).

2. SUBCONTRACTOR ACKNOWLEDGMENT

Subcontractor understands and agrees that all of Subcontractor’s, or any subcontractor’s, staff that will provide Services in connection with the above-referenced Prime Agreement are Subcontractor’s, or any subcontractor’s, sole responsibility. For the avoidance of doubt, as used throughout Section 2 (Subcontractor Acknowledgment) and Section 3 (Confidentiality) of this Confidentiality Agreement, the term “subcontractor” shall refer to a subcontractor of Subcontractor. Subcontractor understands and agrees that its, or any subcontractor’s, staff must rely exclusively upon Subcontractor, or any subcontractor, for payment of salary and any and all other benefits payable by virtue of such staff’s performance of Services in connection with the above-referenced Prime Agreement.

Subcontractor understands and agrees that its, or any subcontractor’s, employees are not employees of County for any purpose whatsoever and that such staff do not have and will not acquire any rights or benefits of any kind from County by virtue of performance of Services in connection with the above-referenced Prime Agreement. Subcontractor understands and agrees that its, or any subcontractor’s, staff do not have and will not acquire any rights or benefits from County pursuant to any agreement between any person or entity and County.

3. CONFIDENTIALITY

Subcontractor, any subcontractor, and their staff, by virtue of performing Services in connection with the above-referenced Prime Agreement, may come in contact with (i) Confidential Information (as such term is defined in the Prime Agreement), (ii) data and information which County has an obligation to keep confidential by applicable law or otherwise, and (iii) proprietary information belonging to other organizations, contractors, or their subcontractors doing business with County (collectively, for the purpose of this Exhibit D (Confidentiality Agreement), “**Confidential Information**”). By signing this Confidentiality Agreement, Subcontractor agrees that, by virtue of involvement in the Services in connection with the Prime Agreement, it, any subcontractor, and its staff shall protect the confidentiality of all such Confidential Information pursuant to the terms of Section 19 (Confidentiality) of the Prime Agreement and as specified below.

Subcontractor agrees, on behalf of itself, its subcontractors, and all staff, (i) to protect from loss and hold in confidence any and all Confidential Information; (ii) not to directly or indirectly reveal, report, publish, transfer, reproduce to, or for the benefit of, any unauthorized person, or otherwise disclose any Confidential Information obtained while performing Services in connection with the above-referenced Prime Agreement, except as allowed under Section 19 (Confidentiality) of the Prime Agreement; and (iii) to utilize the Confidential Information solely for the limited purpose of providing Services in connection with the Prime Agreement.

Subcontractor agrees to report to the County Project Manager under the Prime Agreement any and all violations of this Confidentiality Agreement, including unauthorized disclosures or copying of Confidential Information, whether accidental or intentional, and whether by Subcontractor's, or any subcontractor's, staff, and/or by any other person, of which such staff become aware. Subcontractor agrees and shall ensure that its, or any subcontractor's, staff return possession of all Confidential Information to the County Project Manager under the Prime Agreement upon completion of the above-referenced Prime Agreement, or termination of employment with the Subcontractor, or any subcontractor, whichever occurs first.

SIGNED _____

DATE _____

PRINTED _____

TITLE _____

EXHIBIT E

PRIME CONTRACTOR'S BUSINESS ASSOCIATE AGREEMENT WITH SUBCONTRACTOR

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

Pursuant to the Agreement Regarding Subcontracted Services by and between Accenture LLP ("**Prime**") and Nuance Communications, Inc. ("**Sub**"), together with all Exhibits, Attachments, and Schedules thereto as may be amended from time to time ("**Agreement**"), Sub provides Services to Prime and, in order to provide those Services, receives, has access to or creates Protected Health Information.

Sub provides services to Prime, and, in order to provide those services, creates, receives, maintains, and or transmits Protected Health Information, and Prime provides services to the County of Los Angeles, a political subdivision of the State of California ("**County**"), and, in order to provide those services, creates, receives, maintains, and or transmits Protected Health Information as a Business Associate to County. County is a Covered Entity, as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("**HIPAA**"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "**HIPAA Rules**").

Prime is a Subcontractor, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Subcontractors. Sub, in turn, is a Subcontractor of Prime, and performs or provides functions, activities or services to Prime that require Sub in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. A Subcontractor is also a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("**Business Associate Agreement**") between Prime and Sub in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Sub if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Sub in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "Business Associate" is a person or entity, other than a member of the workforce of Covered Entity, who performs functions or activities on behalf of, or provides certain services to, a Covered Entity that involve access by the Business Associate to Protected Health Information. A "Business Associate" also is a Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another Business Associate.
- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103. Any reference to Covered Entity in this Business Associate Agreement shall mean the County.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-Identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.

- 1.7 “Disclose” and “Disclosure” mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Sub’s internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 “Electronic Health Record” means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 “Electronic Media” has the same meaning as the term “electronic media” at 45 C.F.R. § 160.103. For the convenience of the parties, Electronic Media means (1) electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via Electronic Media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 “Electronic Protected Health Information” has the same meaning as the term “electronic protected health information” at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Sub from or on behalf of Prime. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by Electronic Media; or (ii) maintained in Electronic Media.
- 1.11 “Health Care Operations” has the same meaning as the term “health care operations” at 45 C.F.R. § 164.501.
- 1.12 “Individual” has the same meaning as the term “individual” at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 “Law Enforcement Official” has the same meaning as the term “law enforcement official” at 45 C.F.R. § 164.103.
- 1.14 “Minimum Necessary” refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
- 1.15 “Prime Agreement” has the meaning set forth in the preamble of the Agreement.
- 1.16 “Protected Health Information” has the same meaning as the term “protected health information” at 45 C.F.R. § 160.103, limited to the information created or received by Sub from or on behalf of Prime. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present, or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Sub from or on behalf of Prime (on behalf of Covered Entity), and includes Protected Health Information that is made accessible to Sub by Prime. “Protected Health Information” includes Electronic Protected Health Information.
- 1.17 “Required by Law” has the same meaning as the term “required by law” at 45 C.F.R. § 164.103.
- 1.18 “Secretary” has the same meaning as the term “secretary” at 45 C.F.R. § 160.103
- 1.19 “Security Incident” has the same meaning as the term “security incident” at 45 C.F.R. § 164.304.

- 1.20 “Services” means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Prime Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Sub’s status as a Subcontractor.
- 1.21 “Subcontractor” has the same meaning as the term “subcontractor” at 45 C.F.R. § 160.103.
- 1.22 “Unsecured Protected Health Information” has the same meaning as the term “unsecured protected health information” at 45 C.F.R. § 164.402.
- 1.23 “Use” or “Uses” means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination, or analysis of such Protected Health Information within Sub’s internal operations. (See 45 C.F.R § 164.103.)
- 1.24 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 2.1 Sub may only Use and/or Disclose Protected Health Information as necessary to perform Services, as explicitly authorized in the Prime Agreement, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Sub may De-Identify Protected Health Information in accordance with the standards set forth in 45 CFR 164.514(b) (i) as necessary to provide the Services, as defined under the Prime Agreement, or (ii) to the extent otherwise required by the Prime Agreement, but shall not use such De-Identified information for any other purpose unless it obtains advance written approval from Prime and Covered Entity.
- 2.3 Sub may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Sub shall make Uses and Disclosures and requests for Protected Health Information consistent with the Minimum Necessary standard under the HIPAA Rules, including as set forth in 45 C.F.R. §164.502(b)(1).
- 2.5 Sub may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Sub may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Sub obtains reasonable assurances from the person to whom the Protected Health Information is Disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was Disclosed to the recipient and the recipient notifies Sub of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.
- 2.7 Sub may provide Data Aggregation services relating to Covered Entity’s Health Care Operations only as requested by Covered Entity.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 3.1 Sub shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Sub shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Sub shall not Use or Disclose Protected Health Information for De-Identification of the information except as set forth in Section 2.2.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

- 4.1 Sub shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Sub shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

- 5.1 Sub shall report to Prime and Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any successful Security Incident, and/or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.
 - 5.1.1 Sub shall report to Prime and Covered Entity any Use or Disclosure of Protected Health Information by Sub, its employees, representatives, agents or Subcontractors not provided for by this Business Associate Agreement of which Sub becomes aware.
 - 5.1.2 Sub shall report to Prime and Covered Entity any successful Security Incident of which Sub becomes aware. The parties acknowledge and agree that this Section 5.1.2 constitutes notice by Sub to Prime and Covered Entity of the ongoing existence and occurrence or attempts of Unsuccessful Security Incidents for which no additional notice to Covered Entity shall be required. “**Unsuccessful Security Incidents**” means, without limitation, pings and other broadcast attacks on Sub’s firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, Use, or Disclosure of Protected Health Information.
 - 5.1.3 Sub shall report to Prime and Covered Entity any Breach by Sub, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Sub or, by exercising reasonable diligence, would have been known to Sub. Sub shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Sub, including a Subcontractor, as determined in accordance with the federal common law of agency.
- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Sub shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.
 - 5.2.1 Sub shall make a telephonic report as promptly as practicable, but in any event within forty-eight (48) hours, upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information to (i) Prime at **816-221-1024** attention: Chief Privacy Officer; and (ii) the County’s Enterprise Help Desk at **(323)-409-8000**, that minimally includes, to the extent known (provided that Sub shall provide prompt updates as to information that Sub becomes aware of which Sub did not know at the time of its initial telephonic report to Covered Entity):
 - 5.2.1.1 A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of discovery of the non-permitted Use or Disclosure, successful Security Incident, or Breach, if known;

- 5.2.1.2 The number of Individuals whose Protected Health Information is involved;
 - 5.2.1.3 A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, successful Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved); and
 - 5.2.1.4 The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, successful Security Incident, or Breach.
- 5.2.2 Sub shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Sub of the non-permitted Use or Disclosure of Protected Health Information, successful Security Incident, or Breach of Unsecured Protected Health Information to (i) Prime at: Chief Privacy Officer, Prime Corporation – Legal Department, 2800 Rockcreek Parkway - Prime Corporation, North Kansas City, Missouri 64117-2551; Phone: 816-221-1024; Email: privacyoffice@Prime.com; and to (ii) Covered Entity’s Department of Health Services Enterprise Help Desk at EHD@dhs.lacounty.gov, that includes, to the extent possible:
- 5.2.2.1 A brief description of what happened, including the date of the non-permitted Use or Disclosure, successful Security Incident, or Breach and the date of discovery of the non-permitted Use or Disclosure, successful Security Incident, or Breach, if known;
 - 5.2.2.2 The number of Individuals whose Protected Health Information is involved;
 - 5.2.2.3 A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, successful Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - 5.2.2.4 The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Sub to have been, accessed, acquired, Used, or Disclosed;
 - 5.2.2.5 Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
 - 5.2.2.6 Any steps Sub believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, successful Security Incident, or Breach;
 - 5.2.2.7 A brief description of what Sub is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
 - 5.2.2.8 The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, successful Security Incident, or Breach.
- 5.2.3 If Sub is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Sub shall provide such information promptly thereafter as such information becomes available.

- 5.3 Sub may delay the notification required by Section 5.1.3, if a Law Enforcement Official states to Sub that notification would impede a criminal investigation or cause damage to national security.
- 5.3.1 If the Law Enforcement Official's statement is made to Sub and/or provided to Sub in writing and specifies the time for which a delay is required, Sub shall delay its reporting and/or notification obligation(s) for the time period specified by the official.
- 5.3.2 If the statement is made orally, Sub shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

- 6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Sub shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Sub is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Sub with respect to such information. Such Subcontractor Business Associate Agreement shall identify Covered Entity as a third party beneficiary with rights of enforcement and indemnification in the event of any violation of the Subcontractor Business Associate Agreement or the HIPAA Rules.
- 6.2 Sub shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.
- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Sub shall terminate (i) any contractual relationship with Subcontractor as it relates to the Covered Entity, and (ii) Subcontractor's further access to Covered Entity's Protected Health Information and require immediate return or destruction.
- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Sub shall immediately notify Prime and Covered Entity.
- 6.5 Without limiting the requirements of Section 6.1, Sub shall require Subcontractor to provide it with notification in the event of a Breach of Unsecured Protected Health Information in order for Sub to provide timely notice to Prime and Covered Entity.
- 6.6 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Sub, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Sub so as to enable Sub to comply with the provisions of Section 18.4.
- 6.7 Sub assures to Prime and Covered Entity that all Subcontractors associated with Covered Entity's data are held to applicable requirements.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Sub's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Prime Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Sub's status as a Subcontractor.

7. ACCESS TO PROTECTED HEALTH INFORMATION

- 7.1 To the extent Covered Entity reasonably determines that Protected Health Information is maintained by Sub or its agents or Subcontractors in a Designated Record Set, Sub shall, within five (5) business days after receipt of a request from Prime or Covered Entity, make the Protected Health Information specified by Prime or Covered Entity available to the Individual(s) identified by Prime or Covered Entity as being entitled to access and shall provide such Individual(s) or other

person(s) designated by Prime or Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of applicable law, including 45 C.F.R. § 164.524 and California law.

- 7.2 If any Individual requests access to Protected Health Information directly from Sub or its agents or Subcontractors, Sub shall notify Prime and Covered Entity in writing within three (3) business days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.
- 7.3 To the extent that Sub maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Sub shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Prime, Covered Entity, and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

- 8.1 To the extent Covered Entity reasonably determines that any Protected Health Information is maintained by Sub or its agents or Subcontractors in a Designated Record Set, Sub shall, within fifteen (15) business days after receipt of a written request from Prime or Covered Entity, make any amendments to such Protected Health Information that are requested by Prime or Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Sub or its agents or Subcontractors, Sub shall notify Prime and Covered Entity in writing within five (5) business days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 9.1 Sub shall maintain an accounting of each Disclosure of Protected Health Information made by Sub or its employees, agents, representatives, or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
 - 9.1.1 Any accounting of Disclosures provided by Sub under Section 9.1 shall include:
 - 9.1.1.1 The date of the Disclosure;
 - 9.1.1.2 The name, and address if known, of the entity or person who received the Protected Health Information;
 - 9.1.1.3 A brief description of the Protected Health Information Disclosed; and
 - 9.1.1.4 A brief statement of the purpose of the Disclosure.
 - 9.1.2 For each Disclosure that could require an accounting under Section 9.1, Sub shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.
- 9.2 Sub shall provide to Prime or Covered Entity, within fifteen (15) business days after receipt of a written request from Prime or Covered Entity, information collected in accordance with Section 9.1.1 to permit Prime or Covered Entity to respond to a request by an Individual for an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528
- 9.3 If any Individual requests an accounting of Disclosures directly from Sub or its agents or Subcontractors, Sub shall notify Prime and Covered Entity in writing within five (5) business days of the receipt of the request, and shall provide the requested accounting of Disclosures to the

Individual(s) within fifteen (15) days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

- 10.1 To the extent Sub is to carry out one or more of Prime's or Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Sub shall comply with the requirements of Subpart E that apply to Prime's or Covered Entity's performance of such obligation(s).
- 10.2 Sub shall comply with all HIPAA Rules applicable to Sub in the performance of Services.

11. AVAILABILITY OF RECORDS

- 11.1 Sub shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Sub on behalf of Prime available to the Secretary for purposes of determining Prime's and Covered Entity's compliance with the Privacy and Security Laws (as that term is defined under the Prime Agreement).
- 11.2 Unless prohibited by the Secretary, Sub shall promptly notify Prime and Covered Entity of any requests made by the Secretary and provide Prime and Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

- 12.1 Sub shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Sub in violation of the requirements of this Business Associate Agreement that is known to Sub.

13. BREACH NOTIFICATION TO INDIVIDUALS

- 13.1 Sub shall, to the extent Prime or Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Sub, its employees, representatives, agents, or Subcontractors, assist Covered Entity to provide Breach notification, upon Covered Entity's written request, to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.
 - 13.1.1 Sub shall assist Covered Entity to notify, subject to the review and approval of Prime and Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.
 - 13.1.2 The notification shall be written in plain language, shall be subject to review and approval by Prime and Covered Entity, and shall include, to the extent possible (and Sub shall provide all required information with respect to):
 - 13.1.2.1 A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - 13.1.2.2 A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - 13.1.2.3 Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
 - 13.1.2.4 A brief description of what Sub is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and

- 13.1.2.5 Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- 13.2 Covered Entity, in its sole discretion, may establish the contact procedures described in Section 13.1.2.
- 13.3 Sub shall reimburse Prime and Covered Entity for any and all costs incurred by Prime or Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, and including reasonable costs paid to third parties to assist Covered Entity to establish the contact procedures, prepare the notifications, and conduct the notification and publication processes, as a result of Sub's Breach of Unsecured Protected Health Information; Covered Entity and Prime shall not be responsible for any costs incurred by Sub in complying with its obligations under Section 13.1, including Section 13.1.2.

14. INDEMNIFICATION

- 14.1 Subject to Section 29.27 (Limitation of Liability) of the Prime Agreement, Sub shall indemnify, defend, and hold harmless Prime, Covered Entity, its Special Districts, elected and appointed officers, and their respective employees and agents from and against any and all third-party claims, liability, including but not limited to demands, claims, actions, fees, costs, expenses (including reasonable attorney fees and reasonable (as determined by a court of competent jurisdiction) expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), to the extent caused by Sub's breach of its obligations under this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California. Notwithstanding the foregoing, to the extent a third-party claim, including but not limited to demands, claims, actions, fees, costs, expenses, and penalties and/or fines, arises as a result of Sub's contractual relationship with Prime and/or Covered Entity, including Sub's use of third parties, regardless of cause, Sub shall (i) perform the obligations set forth in Section 13 (Breach Notification to Individuals), and (ii) provide a defense and indemnify Covered Entity against any class action filed against Covered Entity.
- 14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Sub's obligations related to insurance and/or indemnification in the applicable underlying Agreement, Prime Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Sub's status as a Subcontractor.

15. OBLIGATIONS OF PRIME

- 15.1 Prime shall notify Sub of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Sub's performance of the Services, and Sub shall thereafter restrict or limit its own Uses and Disclosures accordingly, except to the extent that Sub has relied on such Uses or Disclosures, or where an exception under HIPAA expressly applies.
- 15.2 Prime shall not request Sub to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Prime, except to the extent that Sub may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. TERM

- 16.1 Unless sooner terminated as set forth in Section 17 (Termination for Cause), the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Prime Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Sub's status as a Subcontractor.

- 16.2 Notwithstanding Section 16.1, Sub's obligations under Sections 11 (Availability of Records), 14 (Indemnification), and 18 (Disposition of Protected Health Information Upon Termination or Expiration) shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

- 17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Prime Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Sub's status as a Subcontractor, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.
- 17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Prime Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Sub's status as a Subcontractor, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Sub shall upon request return or destroy as provided for in Section 18.2, all Protected Health Information received from Prime, or created, maintained, or received by Sub on behalf of Prime and Covered Entity, that Sub, including any Subcontractor, still maintains in any form. Sub shall retain no copies of the Protected Health Information.
- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or Electronic Media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 18.3 Notwithstanding Section 18.1, in the event that Sub, including any Subcontractor, determines that return or destruction of Protected Health Information is not feasible or Sub determines that any such Protected Health Information is necessary for Sub to continue its proper management and administration or to carry out its legal responsibilities, Sub shall submit to Prime and Covered Entity an explanation of the circumstances that make return or destruction infeasible. If Prime and Covered Entity agree that return or destruction is infeasible, then Sub may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Sub to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.
- 18.3.1 Sub shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Sub shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

- 18.3.2 Sub shall return or destroy the Protected Health Information retained by Sub when it is no longer needed by Sub for Sub's proper management and administration or to carry out its legal responsibilities.
- 18.4 Sub shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or destroyed as provided for in Section 18.2 unless Prime and Covered Entity agree that it is infeasible to return or destroy such information in accordance with Section 18.3, in which case Subcontractor shall also agree to protect such information as provided in section 18.3.1.

19. AUDIT, INSPECTION, AND EXAMINATION

- 19.1 Subject to any applicable privilege of Sub (such as attorney-client privilege), Prime and Covered Entity reserve the right to, no more than once per year (or more frequently in the event of a Security Incident), conduct a reasonable inspection of the books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose of determining whether Sub is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Prime Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Sub's status as a Subcontractor, as provided for in Section 17 (Termination for Cause). Sub shall not be required to disclose any information related to any of its other customers.
- 19.2 Prime, Covered Entity, and Sub shall mutually agree in advance upon the scope, timing, and location of any such inspection.
- 19.3 At Sub's request, and to the extent permitted by law, Prime or Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties. Sub shall not be required to disclose any information related to any of its other customers.
- 19.4 That Prime or Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Sub of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Prime or Covered Entity any responsibility for Sub's compliance with any applicable HIPAA Rules.
- 19.5 Prime's or Covered Entity's failure to detect, its detection but failure to notify Sub, or its detection but failure to require remediation by Sub of an unsatisfactory practice by Sub, shall not constitute acceptance of such practice or a waiver of Prime's or Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Prime Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Sub's status as a Subcontractor.
- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Sub's obligations related to inspection and/or audit and/or similar review in the applicable underlying Agreement, Prime Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Sub's status as a Subcontractor.

20. MISCELLANEOUS PROVISIONS

- 20.1 Disclaimer. Prime makes no warranty or representation that compliance by Sub with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Sub.
- 20.2 HIPAA Requirements. The parties agree that the provisions under HIPAA Rules that are Required by Law to be incorporated into this Business Associate Agreement are hereby incorporated into this Business Associate Agreement.
- 20.3 Third-Party Beneficiaries. Covered Entity is a third party beneficiary with rights of enforcement and indemnification in the event of any violation of this Business Associate Agreement or the HIPAA

Rules by Sub. Except as set forth in this Section and Section 6.1, nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Prime Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Sub's status as a Subcontractor, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Prime Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Sub's status as a Subcontractor.
- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity, Prime or Sub to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

EXHIBIT F

SUBCONTRACTOR'S EEO CERTIFICATION

Nuance Communications, Inc. _____

Subcontractor's Name

15 Wayside Road, Burlington, MA 01803 _____

Address

94-3156479 _____

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with Subchapter VII of the *Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e-17*, and the *Americans with Disabilities Act of 1990*, Subcontractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

SUBCONTRACTOR'S CERTIFICATION

(check one)

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

Nuance Communications, Inc. _____

Company Name

Signature

Date

EXHIBIT G

SAFELY SURRENDERED BABY LAW

Safely Surrendered

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Angeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



EXHIBIT H
ADDITIONAL PROVISIONS

None included.



EXHIBIT BB (SUBCONTRACTOR AGREEMENT BETWEEN PRIME CONTRACTOR
AND DOLBEY)

TO THE

DATA CAPTURE AND CLINICAL DOCUMENTATION IMPROVEMENT SYSTEM
AND RELATED SERVICES AGREEMENT

EXHIBIT BB

SUBCONTRACTOR AGREEMENT BETWEEN PRIME CONTRACTOR AND DOLBEY

AGREEMENT REGARDING SUBCONTRACTED SERVICES

THIS AGREEMENT REGARDING SUBCONTRACTED SERVICES, dated as of August 13, 2024 (as together with all exhibits, all as amended from time to time in accordance with the terms and conditions hereof, this “**Agreement**”), is entered into between Accenture LLP, an Illinois limited liability partnership (“**Prime Contractor**”), and Dolbey Systems, Inc., an Ohio corporation (“**Subcontractor**”), and is made in reference to the Data Capture and Clinical Documentation Improvement System and Related Services Agreement, Los Angeles County Contract No. H-711085, dated as of August 13, 2024 (together with all exhibits and attachments, all as amended from time to time in accordance with the terms and conditions thereof, the “**Prime Agreement**”), between Prime Contractor and the County of Los Angeles (“**County**”). Capitalized terms used herein (including in this introductory paragraph) without definition shall have the meanings given to such terms in the Prime Agreement.

WHEREAS, County and Prime Contractor have entered into the Prime Agreement pursuant to which Prime Contractor, in its capacity as “Contractor” thereunder, will provide all elements of the DCCDIS, including the Licensed Software, Third-Party Products, Integral Third-Party Software, Hosting Software, Hardware, and Services including, Implementation Services, Hosting Services, Support Services, and any Optional Work (the “**Work**”) under and as defined in the Prime Agreement;

WHEREAS, Prime Contractor desires to engage Subcontractor to provide a subset of such Work, the scope of which Work is further described in the attached Exhibit B (Subcontracted Work) (as the same may be amended from time-to-time in accordance with the terms and conditions hereof, “**Subcontracted Work**”); and

WHEREAS, Prime Contractor and Subcontractor desire to set forth below the terms and conditions under which Subcontractor will perform the Subcontracted Work described in the attached Exhibit B (Subcontracted Work) and to make County a third-party beneficiary of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, Prime Contractor and Subcontractor agree as follows:

1. INCORPORATION OF TERMS AND CONDITIONS OF THE PRIME AGREEMENT

Prime Contractor and Subcontractor agree that, to the extent of, and with respect to, Subcontractor’s provision of the Subcontracted Work:

- (a) With respect solely to those terms and conditions of the Prime Agreement set forth in the attached Exhibit A (Specified Additional Terms and Conditions) as modified pursuant to Exhibit A.1 (Modified Prime Agreement Terms Applicable to Subcontractor) (the “**County Direct Terms**”), (i) such terms and conditions are hereby incorporated by this reference as if set forth herein; (ii) Subcontractor agrees to be bound by such terms and conditions directly to County as if Subcontractor were the “Contractor” under the Prime Agreement; and (iii) County shall have all of the rights and remedies under the Prime Agreement of “County” under the Prime Agreement, except that (1) the scope of Work to be performed by Subcontractor shall be the Subcontracted Work, (2) the amount of any payments paid or payable to Subcontractor for the performance of such Subcontracted Work shall be solely as determined between Prime Contractor and Subcontractor, and (3) the payment process for the payments to Subcontractor shall be solely as determined between Prime Contractor and Subcontractor.

Except with respect to the exceptions set forth in Section 1(a), above, in the event of any conflict or inconsistency between the terms and conditions of (A) the County Direct Terms, and (B) the attached Exhibit B (Subcontracted Work), such conflict or inconsistency shall be resolved by giving precedence first to the County Direct Terms, and then to the terms and conditions of the attached Exhibit B (Subcontracted Work).

2. AGREEMENT REGARDING SUBCONTRACTED WORK.

Subcontractor agrees to provide the Subcontracted Work to County on behalf of Prime Contractor in accordance with the terms and conditions of this Agreement. Subcontractor agrees and represents and warrants that: (a) Prime

Contractor shall be solely liable and responsible to Subcontractor for payment of any and all payments and other compensation due under this Agreement, (b) Subcontractor is qualified to perform the work for which Subcontractor has been hired, and (c) subject to Section 15.3 (Sales/Use Tax) of the Prime Agreement. Subcontractor shall be solely liable and responsible for any and all of its taxes, payments, and other compensation due, including compensation to its employees and agents, arising out of Subcontractor's performance of the Subcontracted Work.

Exhibit B (Subcontracted Work) shall set forth the details with regard to the Subcontracted Work, including the scope of Subcontracted Work.

3. EXHIBITS

The following documents are attached hereto as Exhibits and are incorporated into this Agreement by reference:

- Exhibit A (Specified Additional Terms and Conditions)
 - Exhibit A.1 (Modified Prime Agreement Terms Applicable to Subcontractor)
- Exhibit B (Subcontracted Work)
- Exhibit C (Subcontractor Certificates of Insurance)
- Exhibit D (Confidentiality Agreement)
- Exhibit E (Prime Contractor's Business Associate Agreement with Subcontractor)
- Exhibit F (Subcontractor's EEO Certification)
- Exhibit G (Safely Surrendered Baby Law)
- Exhibit H (Additional Provisions)

4. COUNTY AS THIRD-PARTY BENEFICIARY

Prime Contractor and Subcontractor agree that this Agreement is entered into for the benefit of County and that County expressly is made a third-party beneficiary of this Agreement. Accordingly, at any time and from time-to-time, County may compel Prime Contractor to enforce against Subcontractor and on County's behalf, any and all rights and remedies Prime Contractor may have with respect to Subcontractor's breach of this Agreement.

5. REPRESENTATIONS AND WARRANTIES

Each of Prime Contractor and Subcontractor represents and warrants to the other party (and to County as third-party beneficiary under this Agreement) that this Agreement has been duly authorized, executed, and delivered by such party, and that such party has all necessary corporate power and authority to enter into this Agreement and to perform its respective obligations under this Agreement.

6. AMENDMENTS

Notwithstanding anything to the contrary in this Agreement, no amendment, modification, termination, or waiver of any provision of this Agreement (including the exhibits attached hereto) shall be effective unless the same shall be in writing, signed by Prime Contractor and Subcontractor, and acknowledged by County; provided that amendments which do not affect (i) the rights of County, including pricing, or (ii) the obligations of Prime Contractor or Subcontractor to County, shall not require the acknowledgement of County. Notwithstanding anything to the contrary in this Agreement, Subcontractor expressly acknowledges and agrees the Prime Agreement may be amended, modified, and/or terminated and provisions of the Prime Agreement may be waived without prior notice to or consent of Subcontractor.

7. ASSIGNMENT

Except as set forth in Section 29.16.1 (Assignment by Contractor) of the Prime Agreement, neither party may assign its rights and obligations under this Agreement (including the exhibits attached hereto) without prior written consent of the other party and prior written acknowledgement of County.

7.1. Effect of Planned Assignment Under the Prime Agreement

The Parties agree that, as of the effective date of the amendment to the Prime Agreement to execute the Planned Assignment (as that term is defined under the Prime Agreement) as set forth in Section 29.16.1 (Assignment by Contractor) of the Prime Agreement (“**Planned Assignment Date**”), Accenture LLP (“**Accenture**”) will assign and hereby does assign to Nuance Communications, Inc. (“**Nuance**”), and Nuance will acquire and assume and hereby does acquire and assume, Accenture’s rights, interests, duties, responsibilities, and obligations as the “Prime Contractor” with respect to this Agreement (“**Prime Contractor Assignment**”). Beginning as of the Prime Contractor Assignment, (i) Nuance will be a party to this Agreement and will be the party responsible for the performance of the obligations of “Prime Contractor” under this Agreement; (ii) Accenture shall no longer be obligated to Subcontractor as the “Prime Contractor” with respect to this Agreement; and (iii) the Parties to this Agreement shall be deemed to be Subcontractor and Nuance.

8. EFFECT ON PRIME AGREEMENT

Except as expressly set forth in Section 1(a) hereto, as between Prime Contractor and Subcontractor, nothing contained herein shall be construed as amending or modifying in any fashion any term or condition set forth in the Prime Agreement or any exhibit, schedule, attachment, or appendix thereto. Prime Contractor expressly ratifies and affirms its rights and obligations under the Prime Agreement.

9. COUNTERPARTS

This Agreement may be executed in any number of original or facsimile counterparts, each of which when taken together shall constitute an original.

10. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the state of California applicable to agreements made and to be performed within that state.

[Signatures provided on the following page]

IN WITNESS WHEREOF, Prime Contractor and Subcontractor have caused this Agreement to be executed as of the day and year first above written.

Accenture LLP, as Prime Contractor

By: _____

Name:

Title:

Dolbey Systems, Inc., as Subcontractor

By: _____

Name:

Title:

Nuance Communications, Inc., pursuant to Section 7.1 (Effect of Planned Assignment Under the Prime Agreement)

By: _____

Name:

Title:

EXHIBIT A

SPECIFIED ADDITIONAL TERMS AND CONDITIONS

Unless otherwise specified, Section references below are to Sections of the Prime Agreement. With respect to the terms and conditions of the Prime Agreement referenced below, as modified pursuant to Exhibit A.1 (Modified Prime Agreement Terms Applicable to Subcontractor), Subcontractor agrees to be bound by such terms and conditions directly to County as if Subcontractor were the “Contractor” under the Prime Agreement, and County shall have all of the rights and remedies under the Prime Agreement of “County” under the Prime Agreement.

- Section 2.1 (Contractor; Subcontracting)
- Section 3.2 (Revisions)
- Section 4 (Escrow of Source Materials)
- Section 5 (Bankruptcy and Liquidation)
- Section 6 (Continuous Licensed Software Support)
- Section 9.7.2 (Contractor’s Revisions)
- Section 9.10 (Contractor Access to County Facilities)
- Section 15.11 (Contractor Self-Audit)
- Section 15.12 (Verification of Licensee Costs By Government)
- Section 15.13 (Audit of Practices Related to Protected Health Information)
- Section 16 (Independent Contractor)
- Section 17.1.2 (Performance of Services)
- Section 17.1.4 (Non-Infringement)
- Section 17.1.5 (No Pending or Threatened Litigation)
- Section 17.1.7 (Assignment of Warranties)
- Section 17.1.8 (Destructive/Disabling Mechanisms)
- Section 17.1.16 (No Offshore Work)
- Section 17.1.19 (Excluded Provider Warranty)
- Section 17.1.20 (Warranty Against Contingent Fees)
- Section 17.1.25 (Accurate Responses to Contractor Diligence and Information Security Questionnaire)
- Section 18.2 (Ownership)
- Section 19 (Confidentiality)
- Section 20 (Security)
- Section 21 (Communication Systems and Access to Information)
- Section 22 (Disaster Recovery/Business Continuity)
- Section 24 (Insurance)
- Section 26 (Dispute Resolution Procedures)
- Section 28 (Multi-Vendor Environment)
- Section 29.1 (Publicity)

- Section 29.2 (Force Majeure)
- Section 29.9 (Compliance with Applicable Laws)
- Section 29.10 (Required Certifications)
- Section 29.16 (Assignment and Delegation)
- Section 29.23 (Conflict of Interest)
- Section 29.24 (Employment Eligibility Verification)
- Section 29.25 (Public Records Act)
- Section 29.26 (Contractor Performance During Civil Unrest and Disaster)
- Section 30.2 (Compliance With Civil Rights Laws)
- Section 30.3 (Recycled Bond Paper)
- Section 30.4 (Contractor Responsibility and Debarment)
- Section 30.6 (Compliance with the County's Jury Service Program)
- Section 30.8 (Consideration of Hiring GAIN/GROW Program Participants)
- Section 30.9 (Contractor's Warranty of Adherence to County's Child Support Compliance Program)
- Section 30.10 (Safely Surrendered Baby Law)
- Section 30.11 (Notice to Employees Regarding the Federal Earned Income Tax Credit)
- Section 30.12 (Defaulted Property Tax Reduction Program)
- Section 30.13 (Restrictions on Lobbying)
- Section 30.26 (COVID-19 Vaccinations of Contractor Personnel)
- Exhibit K (Information Security Requirements) of the Prime Agreement
- Exhibit M (Additional Hosting Services Terms and Conditions) of the Prime Agreement
- Exhibit M.1 (Disaster Recovery and Business Continuity Requirements) of the Prime Agreement
- Exhibit M.2 (Disaster Recovery Plan and Business Continuity Plan) of the Prime Agreement
- Exhibit T (Project Team and Governance) of the Prime Agreement

EXHIBIT A.1

MODIFIED PRIME AGREEMENT TERMS APPLICABLE TO SUBCONTRACTOR

1. SECTION 24.4.1 (COMMERCIAL GENERAL LIABILITY INSURANCE) OF THE PRIME AGREEMENT

Section 24.4.1 (Commercial General Liability Insurance) of the Prime Agreement is amended to read as follows for purposes of Exhibit A (Specified Additional Terms and Conditions) to the Agreement:

“24.4.1 Commercial General Liability Insurance

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

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

2. SECTION 24.4.3 (WORKERS’ COMPENSATION AND EMPLOYERS’ LIABILITY) OF THE PRIME AGREEMENT

Section 24.4.3 (Workers’ Compensation and Employers’ Liability) of the Prime Agreement is amended to read as follows for purposes of Exhibit A (Specified Additional Terms and Conditions) to the Agreement:

“24.4.3 Workers’ Compensation and Employers’ Liability

Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers’ Liability coverage with limits of not less than five hundred thousand dollars (\$500,000) per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor’s operations, coverage also shall be arranged to satisfy the requirements of any Federal workers or workmen’s compensation law or any Federal occupational disease law.”

3. SECTION 24.4.4 (PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS) OF THE PRIME AGREEMENT

Section 24.4.4 (Professional Liability/Errors and Omissions) of the Prime Agreement is amended to read as follows for purposes of Exhibit A (Specified Additional Terms and Conditions) to the Agreement:

“24.4.4 Professional Liability/Errors and Omissions

Insurance covering Contractor’s liability arising from or related to this Contract, with limits of not less than ten million dollars (\$10,000,000) per claim and ten million dollars (\$10,000,000) aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement’s expiration, termination, or cancellation. Contractor may comply with the requirements of 24.4.4 (Professional Liability/Errors and Omissions), 24.4.5 (Technology Errors and Omissions), and 24.4.6 (Privacy Network Security (Cyber) Liability) with a Technology Errors and Omissions policy (\$5,000,000) and Excess Technology Errors and Omissions policy (\$5,000,000) that includes the coverages for liabilities described in Sections 24.4.4 (Professional Liability/Errors and Omissions) and 24.4.6 (Privacy Network Security (Cyber) Liability).”

4. SECTION 24.4.5 (TECHNOLOGY ERRORS AND OMISSIONS) OF THE PRIME AGREEMENT

Section 24.4.5 (Technology Errors and Omissions) of the Prime Agreement is amended to read as follows for purposes of Exhibit A (Specified Additional Terms and Conditions) to the Agreement:

“24.4.5 Technology Errors and Omissions

Technology Errors & Omissions insurance, which includes coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failure to render computer or information technology services and technology products, and for violation of software copyright, with limits of not less than five million dollars (\$5,000,000) per claim and in the aggregate. For the purposes of this Section 24.4.5 (Technology Errors and Omissions), the term “technology services” means (i) systems analysis, (ii) systems programming, (iii) data processing, (iv) systems integration, (v) outsourcing including outsourcing development and design, (vi) systems design, consulting, development and modification, (vii) training services relating to computer software or hardware, (viii) management, repair and maintenance of computer products, networks and systems, (ix) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software, and (x) data entry, modification, verification, maintenance, storage, retrieval, or preparation of data output, and any other services provided by the Contractor. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following the Agreement’s expiration, termination or cancellation.”

EXHIBIT B
SUBCONTRACTED WORK

1. SCOPE OF SUBCONTRACTED WORK

Services related to the Licensed Software identified in Exhibit B (Licensed Software) provided by Dolbey.

EXHIBIT C

SUBCONTRACTOR CERTIFICATES OF INSURANCE

[Certificates attached on the following pages]

EXHIBIT D

CONFIDENTIALITY AGREEMENT

PRIME CONTRACTOR Accenture LLP

SUBCONTRACTOR Dolbey Systems, Inc.

1. GENERAL INFORMATION

The organization identified above as “**Prime Contractor**” is under contract (“**Prime Agreement**”) to provide Services (as such term is defined in the Prime Agreement) to the County of Los Angeles (“**County**”), and Prime Contractor has subcontracted the performance of certain Services under the Prime Agreement to the organization identified above as “**Subcontractor.**” County requires each employee, agent, consultant, outsourced vendor, and independent contractor (in this Exhibit D (Confidentiality Agreement), “**staff**”) of this Subcontractor performing Services in connection with such Prime Agreement to understand his/her obligations with respect to the personal, proprietary, and other confidential material, data, or information, with which he/she will be in contact. Subcontractor, by executing this Confidentiality Agreement (“**Confidentiality Agreement**”), represents that it shall ensure each such staff member’s compliance with the obligations regarding such data and information, as set forth in the Prime Agreement, including this Exhibit D (Confidentiality Agreement).

2 SUBCONTRACTOR ACKNOWLEDGMENT

Subcontractor understands and agrees that all of Subcontractor’s, or any subcontractor’s, staff that will provide Services in connection with the above-referenced Prime Agreement are Subcontractor’s, or any subcontractor’s, sole responsibility. For the avoidance of doubt, as used throughout Section 2 (Subcontractor Acknowledgment) and Section 3 (Confidentiality) of this Confidentiality Agreement, the term “subcontractor” shall refer to a subcontractor of Subcontractor. Subcontractor understands and agrees that its, or any subcontractor’s, staff must rely exclusively upon Subcontractor, or any subcontractor, for payment of salary and any and all other benefits payable by virtue of such staff’s performance of Services in connection with the above-referenced Prime Agreement.

Subcontractor understands and agrees that its, or any subcontractor’s, employees are not employees of County for any purpose whatsoever and that such staff do not have and will not acquire any rights or benefits of any kind from County by virtue of performance of Services in connection with the above-referenced Prime Agreement. Subcontractor understands and agrees that its, or any subcontractor’s, staff do not have and will not acquire any rights or benefits from County pursuant to any agreement between any person or entity and County.

3 CONFIDENTIALITY

Subcontractor, any subcontractor, and their staff, by virtue of performing Services in connection with the above-referenced Prime Agreement, may come in contact with (i) Confidential Information (as such term is defined in the Prime Agreement), (ii) data and information which County has an obligation to keep confidential by applicable law or otherwise, and (iii) proprietary information belonging to other organizations, contractors, or their subcontractors doing business with County (collectively, for the purpose of this Exhibit D (Confidentiality Agreement), “**Confidential Information**”). By signing this Confidentiality Agreement, Subcontractor agrees that, by virtue of involvement in the Services in connection with the Prime Agreement, it, any subcontractor, and its staff shall protect the confidentiality of all such Confidential Information pursuant to the terms of Section 19 (Confidentiality) of the Prime Agreement and as specified below.

Subcontractor agrees, on behalf of itself, its subcontractors, and all staff, (i) to protect from loss and hold in confidence any and all Confidential Information; (ii) not to directly or indirectly reveal, report, publish, transfer, reproduce to, or for the benefit of, any unauthorized person, or otherwise disclose any Confidential Information obtained while performing Services in connection with the above-referenced Prime Agreement, except as allowed under Section 19 (Confidentiality) of the Prime Agreement; and (iii) to utilize the Confidential Information solely for the limited purpose of providing Services in connection with the Prime Agreement.

Subcontractor agrees to report to the County Project Manager under the Prime Agreement any and all violations of this Confidentiality Agreement, including unauthorized disclosures or copying of Confidential Information, whether accidental or intentional, and whether by Subcontractor's, or any subcontractor's, staff, and/or by any other person, of which such staff become aware. Subcontractor agrees and shall ensure that its, or any subcontractor's, staff return possession of all Confidential Information to the County Project Manager under the Prime Agreement upon completion of the above-referenced Prime Agreement, or termination of employment with the Subcontractor, or any subcontractor, whichever occurs first.

SIGNED _____

DATE _____

PRINTED _____

TITLE _____

EXHIBIT E

PRIME CONTRACTOR'S BUSINESS ASSOCIATE AGREEMENT WITH SUBCONTRACTOR

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

Pursuant to the Agreement Regarding Subcontracted Services by and between Accenture LLP ("**Prime**") and Dolbey Systems, Inc. ("**Sub**"), together with all Exhibits, Attachments, and Schedules thereto as may be amended from time to time ("**Agreement**"), Sub provides services ("**Services**") to Prime and, in order to provide those Services, receives, has access to or creates Protected Health Information.

Sub provides services to Prime, and, in order to provide those services, creates, receives, maintains, and or transmits Protected Health Information, and Prime provides services to the County of Los Angeles, a political subdivision of the State of California ("**County**"), and, in order to provide those services, creates, receives, maintains, and or transmits Protected Health Information as a Business Associate to County. County is a Covered Entity, as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("**HIPAA**"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "**HIPAA Rules**").

Prime is a Subcontractor, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Subcontractors. Sub, in turn, is a Subcontractor of Prime, and performs or provides functions, activities or services to Prime that require Sub in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. A Subcontractor is also a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("**Business Associate Agreement**") between Prime and Sub in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Sub if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Sub in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "Business Associate" is a person or entity, other than a member of the workforce of Covered Entity, who performs functions or activities on behalf of, or provides certain services to, a Covered Entity that involve access by the Business Associate to Protected Health Information. A "Business Associate" also is a Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another Business Associate.
- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103. Any reference to Covered Entity in this Business Associate Agreement shall mean the County.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-Identification" refers to the de-identification standard at 45 C.F.R. § 164.514.

- 1.6 “Designated Record Set” has the same meaning as the term “designated record set” at 45 C.F.R. § 164.501.
- 1.7 “Disclose” and “Disclosure” mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Sub’s internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 “Electronic Health Record” means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 “Electronic Media” has the same meaning as the term “electronic media” at 45 C.F.R. § 160.103. For the convenience of the parties, Electronic Media means (1) electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via Electronic Media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 “Electronic Protected Health Information” has the same meaning as the term “electronic protected health information” at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Sub from or on behalf of Prime. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by Electronic Media; or (ii) maintained in Electronic Media.
- 1.11 “Health Care Operations” has the same meaning as the term “health care operations” at 45 C.F.R. § 164.501.
- 1.12 “Individual” has the same meaning as the term “individual” at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 “Law Enforcement Official” has the same meaning as the term “law enforcement official” at 45 C.F.R. § 164.103.
- 1.14 “Minimum Necessary” refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
- 1.15 “Prime Agreement” has the meaning set forth in the preamble of the Agreement.
- 1.16 “Protected Health Information” has the same meaning as the term “protected health information” at 45 C.F.R. § 160.103, limited to the information created or received by Sub from or on behalf of Prime. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present, or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Sub from or on behalf of Prime (on behalf of Covered Entity), and includes Protected Health Information that is made accessible to Sub by Prime. “Protected Health Information” includes Electronic Protected Health Information.
- 1.17 “Required by Law” has the same meaning as the term “required by law” at 45 C.F.R. § 164.103.
- 1.18 “Secretary” has the same meaning as the term “secretary” at 45 C.F.R. § 160.103

- 1.19 “Security Incident” has the same meaning as the term “security incident” at 45 C.F.R. § 164.304.
- 1.20 “Services” means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Prime Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Sub’s status as a Subcontractor.
- 1.21 “Subcontractor” has the same meaning as the term “subcontractor” at 45 C.F.R. § 160.103.
- 1.22 “Unsecured Protected Health Information” has the same meaning as the term “unsecured protected health information” at 45 C.F.R. § 164.402.
- 1.23 “Use” or “Uses” means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination, or analysis of such Protected Health Information within Sub’s internal operations. (See 45 C.F.R § 164.103.)
- 1.24 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 2.1 Sub may only Use and/or Disclose Protected Health Information as necessary to perform Services, as explicitly authorized in the Prime Agreement, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Sub may De-Identify Protected Health Information in accordance with the standards set forth in 45 CFR 164.514(b) (i) as necessary to provide the Services, as defined under the Prime Agreement, or (ii) to the extent otherwise required by the Prime Agreement, but shall not use such De-Identified information for any other purpose unless it obtains advance written approval from Prime and Covered Entity.
- 2.3 Sub may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Sub shall make Uses and Disclosures and requests for Protected Health Information consistent with the Minimum Necessary standard under the HIPAA Rules, including as set forth in 45 C.F.R. §164.502(b)(1).
- 2.5 Sub may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Sub may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Sub obtains reasonable assurances from the person to whom the Protected Health Information is Disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was Disclosed to the recipient and the recipient notifies Sub of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.
- 2.7 Sub may provide Data Aggregation services relating to Covered Entity’s Health Care Operations only as requested by Covered Entity.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 3.1 Sub shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Sub shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.

- 3.3 Sub shall not Use or Disclose Protected Health Information for De-Identification of the information except as set forth in Section 2.2.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

- 4.1 Sub shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Sub shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

- 5.1 Sub shall report to Prime and Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any successful Security Incident, and/or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.

5.1.1 Sub shall report to Prime and Covered Entity any Use or Disclosure of Protected Health Information by Sub, its employees, representatives, agents or Subcontractors not provided for by this Business Associate Agreement of which Sub becomes aware.

5.1.2 Sub shall report to Prime and Covered Entity any successful Security Incident of which Sub becomes aware. The parties acknowledge and agree that this Section 5.1.2 constitutes notice by Sub to Prime and Covered Entity of the ongoing existence and occurrence or attempts of Unsuccessful Security Incidents for which no additional notice to Covered Entity shall be required. “**Unsuccessful Security Incidents**” means, without limitation, pings and other broadcast attacks on Sub’s firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, Use, or Disclosure of Protected Health Information.

5.1.3 Sub shall report to Prime and Covered Entity any Breach by Sub, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Sub or, by exercising reasonable diligence, would have been known to Sub. Sub shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Sub, including a Subcontractor, as determined in accordance with the federal common law of agency.

- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Sub shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.

5.2.1 Sub shall make a telephonic report as promptly as practicable, but in any event within forty-eight (48) hours, upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information to (i) Prime at **816-221-1024** attention: Chief Privacy Officer; and (ii) the County’s Enterprise Help Desk at **(323)-409-8000**, that minimally includes, to the extent known (provided that Sub shall provide prompt updates as to information that Sub becomes aware of which Sub did not know at the time of its initial telephonic report to Covered Entity):

5.2.1.1 A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date

- of discovery of the non-permitted Use or Disclosure, successful Security Incident, or Breach, if known;
- 5.2.1.2 The number of Individuals whose Protected Health Information is involved;
 - 5.2.1.3 A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, successful Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved); and
 - 5.2.1.4 The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, successful Security Incident, or Breach.
- 5.2.2 Sub shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Sub of the non-permitted Use or Disclosure of Protected Health Information, successful Security Incident, or Breach of Unsecured Protected Health Information to (i) Prime at: Chief Privacy Officer, Prime Corporation – Legal Department, 2800 Rockcreek Parkway - Prime Corporation, North Kansas City, Missouri 64117-2551; Phone: 816-221-1024; Email: privacyoffice@Prime.com; and to (ii) Covered Entity’s Department of Health Services Enterprise Help Desk at EHD@dhs.lacounty.gov, that includes, to the extent possible:
- 5.2.2.1 A brief description of what happened, including the date of the non-permitted Use or Disclosure, successful Security Incident, or Breach and the date of discovery of the non-permitted Use or Disclosure, successful Security Incident, or Breach, if known;
 - 5.2.2.2 The number of Individuals whose Protected Health Information is involved;
 - 5.2.2.3 A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, successful Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - 5.2.2.4 The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Sub to have been, accessed, acquired, Used, or Disclosed;
 - 5.2.2.5 Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
 - 5.2.2.6 Any steps Sub believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, successful Security Incident, or Breach;
 - 5.2.2.7 A brief description of what Sub is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
 - 5.2.2.8 The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, successful Security Incident, or Breach.

- 5.2.3 If Sub is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Sub shall provide such information promptly thereafter as such information becomes available.
- 5.3 Sub may delay the notification required by Section 5.1.3, if a Law Enforcement Official states to Sub that notification would impede a criminal investigation or cause damage to national security.
 - 5.3.1 If the Law Enforcement Official's statement is made to Sub and/or provided to Sub in writing and specifies the time for which a delay is required, Sub shall delay its reporting and/or notification obligation(s) for the time period specified by the official.
 - 5.3.2 If the statement is made orally, Sub shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

- 6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Sub shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Sub is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Sub with respect to such information. Such Subcontractor Business Associate Agreement shall identify Covered Entity as a third party beneficiary with rights of enforcement and indemnification in the event of any violation of the Subcontractor Business Associate Agreement or the HIPAA Rules.
- 6.2 Sub shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.
- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Sub shall terminate (i) any contractual relationship with Subcontractor as it relates to the Covered Entity, and (ii) Subcontractor's further access to Covered Entity's Protected Health Information and require immediate return or destruction.
- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Sub shall immediately notify Prime and Covered Entity.
- 6.5 Without limiting the requirements of Section 6.1, Sub shall require Subcontractor to provide it with notification in the event of a Breach of Unsecured Protected Health Information in order for Sub to provide timely notice to Prime and Covered Entity.
- 6.6 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Sub, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Sub so as to enable Sub to comply with the provisions of Section 18.4.
- 6.7 Sub assures to Prime and Covered Entity that all Subcontractors associated with Covered Entity's data are held to applicable requirements.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Sub's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Prime Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Sub's status as a Subcontractor.

7. ACCESS TO PROTECTED HEALTH INFORMATION

- 7.1 To the extent Covered Entity reasonably determines that Protected Health Information is maintained by Sub or its agents or Subcontractors in a Designated Record Set, Sub shall, within five

(5) business days after receipt of a request from Prime or Covered Entity, make the Protected Health Information specified by Prime or Covered Entity available to the Individual(s) identified by Prime or Covered Entity as being entitled to access and shall provide such Individual(s) or other person(s) designated by Prime or Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of applicable law, including 45 C.F.R. § 164.524 and California law.

7.2 If any Individual requests access to Protected Health Information directly from Sub or its agents or Subcontractors, Sub shall notify Prime and Covered Entity in writing within three (3) business days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.

7.3 To the extent that Sub maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Sub shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Prime, Covered Entity, and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

8.1 To the extent Covered Entity reasonably determines that any Protected Health Information is maintained by Sub or its agents or Subcontractors in a Designated Record Set, Sub shall, within fifteen (15) business days after receipt of a written request from Prime or Covered Entity, make any amendments to such Protected Health Information that are requested by Prime or Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.

8.2 If any Individual requests an amendment to Protected Health Information directly from Sub or its agents or Subcontractors, Sub shall notify Prime and Covered Entity in writing within five (5) business days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

9.1 Sub shall maintain an accounting of each Disclosure of Protected Health Information made by Sub or its employees, agents, representatives, or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.1.1 Any accounting of Disclosures provided by Sub under Section 9.1 shall include:

9.1.1.1 The date of the Disclosure;

9.1.1.2 The name, and address if known, of the entity or person who received the Protected Health Information;

9.1.1.3 A brief description of the Protected Health Information Disclosed; and

9.1.1.4 A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Sub shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Sub shall provide to Prime or Covered Entity, within fifteen (15) business days after receipt of a written request from Prime or Covered Entity, information collected in accordance with Section 9.1.1 to permit Prime or Covered Entity to respond to a request by an Individual for an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

9.3 If any Individual requests an accounting of Disclosures directly from Sub or its agents or Subcontractors, Sub shall notify Prime and Covered Entity in writing within five (5) business days of the receipt of the request, and shall provide the requested accounting of Disclosures to the Individual(s) within fifteen (15) days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

10.1 To the extent Sub is to carry out one or more of Prime's or Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Sub shall comply with the requirements of Subpart E that apply to Prime's or Covered Entity's performance of such obligation(s).

10.2 Sub shall comply with all HIPAA Rules applicable to Sub in the performance of Services.

11. AVAILABILITY OF RECORDS

11.1 Sub shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Sub on behalf of Prime available to the Secretary for purposes of determining Prime's and Covered Entity's compliance with the Privacy and Security Laws (as that term is defined under the Prime Agreement).

11.2 Unless prohibited by the Secretary, Sub shall promptly notify Prime and Covered Entity of any requests made by the Secretary and provide Prime and Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

12.1 Sub shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Sub in violation of the requirements of this Business Associate Agreement that is known to Sub.

13. BREACH NOTIFICATION TO INDIVIDUALS

13.1 Sub shall, to the extent Prime or Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Sub, its employees, representatives, agents, or Subcontractors, assist Covered Entity to provide Breach notification, upon Covered Entity's written request, to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Sub shall assist Covered Entity to notify, subject to the review and approval of Prime and Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification shall be written in plain language, shall be subject to review and approval by Prime and Covered Entity, and shall include, to the extent possible (and Sub shall provide all required information with respect to):

13.1.2.1 A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

13.1.2.2 A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

13.1.2.3 Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;

- 13.1.2.4 A brief description of what Sub is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
 - 13.1.2.5 Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- 13.2 Covered Entity, in its sole discretion, may establish the contact procedures described in Section 13.1.2.
- 13.3 Sub shall reimburse Prime and Covered Entity for any and all costs incurred by Prime or Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, and including reasonable costs paid to third parties to assist Covered Entity to establish the contact procedures, prepare the notifications, and conduct the notification and publication processes, as a result of Sub's Breach of Unsecured Protected Health Information; Covered Entity and Prime shall not be responsible for any costs incurred by Sub in complying with its obligations under Section 13.1, including Section 13.1.2.

14. INDEMNIFICATION

- 14.1 Subject to Section 29.27 (Limitation of Liability) of the Prime Agreement, Sub shall indemnify, defend, and hold harmless Prime, Covered Entity, its Special Districts, elected and appointed officers, and their respective employees and agents from and against any and all third-party claims, liability, including but not limited to demands, claims, actions, fees, costs, expenses (including reasonable attorney fees and reasonable (as determined by a court of competent jurisdiction) expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), to the extent caused by Sub's breach of its obligations under this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California. Notwithstanding the foregoing, to the extent a third-party claim, including but not limited to demands, claims, actions, fees, costs, expenses, and penalties and/or fines, arises as a result of Sub's contractual relationship with Prime and/or Covered Entity, including Sub's use of third parties, regardless of cause, Sub shall (i) perform the obligations set forth in Section 13 (Breach Notification to Individuals), and (ii) provide a defense and indemnify Covered Entity against any class action filed against Covered Entity.
- 14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Sub's obligations related to insurance and/or indemnification in the applicable underlying Agreement, Prime Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Sub's status as a Subcontractor.

15. OBLIGATIONS OF PRIME

- 15.1 Prime shall notify Sub of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Sub's performance of the Services, and Sub shall thereafter restrict or limit its own Uses and Disclosures accordingly, except to the extent that Sub has relied on such Uses or Disclosures, or where an exception under HIPAA expressly applies.
- 15.2 Prime shall not request Sub to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Prime, except to the extent that Sub may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. TERM

- 16.1 Unless sooner terminated as set forth in Section 17 (Termination for Cause), the term of this Business Associate Agreement shall be the same as the term of the applicable underlying

Agreement, Prime Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Sub's status as a Subcontractor.

- 16.2 Notwithstanding Section 16.1, Sub's obligations under Sections 11 (Availability of Records), 14 (Indemnification), and 18 (Disposition of Protected Health Information Upon Termination or Expiration) shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Prime Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Sub's status as a Subcontractor, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.

17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Prime Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Sub's status as a Subcontractor, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Sub shall upon request return or destroy as provided for in Section 18.2, all Protected Health Information received from Prime, or created, maintained, or received by Sub on behalf of Prime and Covered Entity, that Sub, including any Subcontractor, still maintains in any form. Sub shall retain no copies of the Protected Health Information.

18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or Electronic Media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.

18.3 Notwithstanding Section 18.1, in the event that Sub, including any Subcontractor, determines that return or destruction of Protected Health Information is not feasible or Sub determines that any such Protected Health Information is necessary for Sub to continue its proper management and administration or to carry out its legal responsibilities, Sub shall submit to Prime and Covered Entity an explanation of the circumstances that make return or destruction infeasible. If Prime and Covered Entity agree that return or destruction is infeasible, then Sub may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Sub to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.

18.3.1 Sub shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained,

and Sub shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

18.3.2 Sub shall return or destroy the Protected Health Information retained by Sub when it is no longer needed by Sub for Sub's proper management and administration or to carry out its legal responsibilities.

18.4 Sub shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or destroyed as provided for in Section 18.2 unless Prime and Covered Entity agree that it is infeasible to return or destroy such information in accordance with Section 18.3, in which case Subcontractor shall also agree to protect such information as provided in section 18.3.1.

19. AUDIT, INSPECTION, AND EXAMINATION

19.1 Subject to any applicable privilege of Sub (such as attorney-client privilege), Prime and Covered Entity reserve the right to, no more than once per year (or more frequently in the event of a Security Incident), conduct a reasonable inspection of the books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose of determining whether Sub is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Prime Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Sub's status as a Subcontractor, as provided for in Section 17 (Termination for Cause). Sub shall not be required to disclose any information related to any of its other customers.

19.2 Prime, Covered Entity, and Sub shall mutually agree in advance upon the scope, timing, and location of any such inspection.

19.3 At Sub's request, and to the extent permitted by law, Prime or Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties. Sub shall not be required to disclose any information related to any of its other customers.

19.4 That Prime or Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Sub of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Prime or Covered Entity any responsibility for Sub's compliance with any applicable HIPAA Rules.

19.5 Prime's or Covered Entity's failure to detect, its detection but failure to notify Sub, or its detection but failure to require remediation by Sub of an unsatisfactory practice by Sub, shall not constitute acceptance of such practice or a waiver of Prime's or Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Prime Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Sub's status as a Subcontractor.

19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Sub's obligations related to inspection and/or audit and/or similar review in the applicable underlying Agreement, Prime Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Sub's status as a Subcontractor.

20. MISCELLANEOUS PROVISIONS

20.1 Disclaimer. Prime makes no warranty or representation that compliance by Sub with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Sub.

20.2 HIPAA Requirements. The parties agree that the provisions under HIPAA Rules that are Required by Law to be incorporated into this Business Associate Agreement are hereby incorporated into this Business Associate Agreement.

- 20.3 Third-Party Beneficiaries. Covered Entity is a third party beneficiary with rights of enforcement and indemnification in the event of any violation of this Business Associate Agreement or the HIPAA Rules by Sub. Except as set forth in this Section and Section 6.1, nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Prime Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Sub's status as a Subcontractor, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Prime Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Sub's status as a Subcontractor.
- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity, Prime or Sub to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

EXHIBIT F

SUBCONTRACTOR'S EEO CERTIFICATION

Dolbey Systems, Inc.
Subcontractor's Name

7280 Auburn Road, Concord, Ohio 44077
Address

34-1758542
Internal Revenue Service Employer Identification Number

GENERAL

In accordance with Subchapter VII of the *Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e-17*, and the *Americans with Disabilities Act of 1990*, Subcontractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**SUBCONTRACTOR'S CERTIFICATION
(check one)**

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

Dolbey Systems, Inc.
Company Name

Signature

Date

EXHIBIT G

SAFELY SURRENDERED BABY LAW

Safely Surrendered

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



EXHIBIT H
ADDITIONAL PROVISIONS

None included.



EXHIBIT CC (SUBCONTRACTOR AGREEMENT BETWEEN NUANCE (AS PRIME)
AND ACCENTURE)

TO THE

DATA CAPTURE AND CLINICAL DOCUMENTATION IMPROVEMENT SYSTEM
AND RELATED SERVICES AGREEMENT

EXHIBIT CC

SUBCONTRACTOR AGREEMENT BETWEEN NUANCE (AS PRIME) AND ACCENTURE

AGREEMENT REGARDING SUBCONTRACTED SERVICES

THIS AGREEMENT REGARDING SUBCONTRACTED SERVICES, dated (subject to the Subcontract Effective Date as set forth below) as of August 13, 2024 (as together with all exhibits, all as amended from time to time in accordance with the terms and conditions hereof, this “**Agreement**”), is entered into between Nuance Communications, Inc., a Delaware corporation (“**Prime Contractor**”), and Accenture LLP, an Illinois limited liability partnership (“**Subcontractor**”), and is made in reference to the Data Capture and Clinical Documentation Improvement System and Related Services Agreement, Los Angeles County Contract No. H-711085, dated as of August 13, 2024 (together with all exhibits and attachments, all as amended from time to time in accordance with the terms and conditions thereof, the “**Prime Agreement**”), between Prime Contractor and the County of Los Angeles (“**County**”). Capitalized terms used herein (including in this introductory paragraph) without definition shall have the meanings given to such terms in the Prime Agreement. The effective date of this Agreement (“**Subcontract Effective Date**”) shall be the Planned Assignment Date, as set forth in Section 7.1 (Effect of Planned Assignment Under the Prime Agreement) of this Agreement.

WHEREAS, County and Prime Contractor have entered into the Prime Agreement pursuant to which Prime Contractor, in its capacity as “Contractor” thereunder, will provide all elements of the DCCDIS, including the Licensed Software, Third-Party Products, Integral Third-Party Software, Hosting Software, Hardware, and Services including, Implementation Services, Hosting Services, Support Services, and any Optional Work (the “**Work**”) under and as defined in the Prime Agreement;

WHEREAS, Prime Contractor desires to engage Subcontractor to provide a subset of such Work, the scope of which Work is further described in the attached Exhibit B (Subcontracted Work) (as the same may be amended from time-to-time in accordance with the terms and conditions hereof, “**Subcontracted Work**”); and

WHEREAS, Prime Contractor and Subcontractor desire to set forth below the terms and conditions under which Subcontractor will perform the Subcontracted Work described in the attached Exhibit B (Subcontracted Work) and to make County a third-party beneficiary of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, Prime Contractor and Subcontractor agree as follows:

1. INCORPORATION OF TERMS AND CONDITIONS OF THE PRIME AGREEMENT

Prime Contractor and Subcontractor agree that, to the extent of, and with respect to, Subcontractor’s provision of the Subcontracted Work:

- (a) With respect solely to those terms and conditions of the Prime Agreement set forth in the attached Exhibit A (Specified Additional Terms and Conditions) as modified pursuant to Exhibit A.1 (Modified Prime Agreement Terms Applicable to Subcontractor) (the “**County Direct Terms**”), (i) such terms and conditions are hereby incorporated by this reference as if set forth herein; (ii) Subcontractor agrees to be bound by such terms and conditions directly to County as if Subcontractor were the “Contractor” under the Prime Agreement; and (iii) County shall have all of the rights and remedies under the Prime Agreement of “County” under the Prime Agreement, except that (1) the scope of Work to be performed by Subcontractor shall be the Subcontracted Work, (2) the amount of any payments paid or payable to Subcontractor for the performance of such Subcontracted Work shall be solely as determined between Prime Contractor and Subcontractor, and (3) the payment process for the payments to Subcontractor shall be solely as determined between Prime Contractor and Subcontractor.

Except with respect to the exceptions set forth in Section 1(a), above, in the event of any conflict or inconsistency between the terms and conditions of (A) the County Direct Terms, and (B) the attached Exhibit B (Subcontracted Work), such conflict or inconsistency shall be resolved by giving precedence first to the County Direct Terms, and then to the terms and conditions of the attached Exhibit B (Subcontracted Work).

2. AGREEMENT REGARDING SUBCONTRACTED WORK.

Subcontractor agrees to provide the Subcontracted Work to County on behalf of Prime Contractor in accordance with the terms and conditions of this Agreement. Subcontractor agrees and represents and warrants that: (a) Prime Contractor shall be solely liable and responsible to Subcontractor for payment of any and all payments and other compensation due under this Agreement, (b) Subcontractor is qualified to perform the work for which Subcontractor has been hired, and (c) subject to Section 15.3 (Sales/Use Tax) of the Prime Agreement. Subcontractor shall be solely liable and responsible for any and all of its taxes, payments, and other compensation due, including compensation to its employees and agents, arising out of Subcontractor's performance of the Subcontracted Work.

Exhibit B (Subcontracted Work) shall set forth the details with regard to the Subcontracted Work, including the scope of Subcontracted Work.

3. EXHIBITS

The following documents are attached hereto as Exhibits and are incorporated into this Agreement by reference:

- Exhibit A (Specified Additional Terms and Conditions)
 - Exhibit A.1 (Modified Prime Agreement Terms Applicable to Subcontractor)
- Exhibit B (Subcontracted Work)
- Exhibit C (Subcontractor Certificates of Insurance)
- Exhibit D (Confidentiality Agreement)
- Exhibit E (Prime Contractor's Business Associate Agreement with Subcontractor)
- Exhibit F (Subcontractor's EEO Certification)
- Exhibit G (Safely Surrendered Baby Law)
- Exhibit H (Additional Provisions)

4. COUNTY AS THIRD-PARTY BENEFICIARY

Prime Contractor and Subcontractor agree that this Agreement is entered into for the benefit of County and that County expressly is made a third-party beneficiary of this Agreement. Accordingly, at any time and from time-to-time, County may compel Prime Contractor to enforce against Subcontractor and on County's behalf, any and all rights and remedies Prime Contractor may have with respect to Subcontractor's breach of this Agreement.

5. REPRESENTATIONS AND WARRANTIES

Each of Prime Contractor and Subcontractor represents and warrants to the other party (and to County as third-party beneficiary under this Agreement) that this Agreement has been duly authorized, executed, and delivered by such party, and that such party has all necessary corporate power and authority to enter into this Agreement and to perform its respective obligations under this Agreement.

6. AMENDMENTS

Notwithstanding anything to the contrary in this Agreement, no amendment, modification, termination, or waiver of any provision of this Agreement (including the exhibits attached hereto) shall be effective unless the same shall be in writing, signed by Prime Contractor and Subcontractor, and acknowledged by County; provided that amendments which do not affect (i) the rights of County, including pricing, or (ii) the obligations of Prime Contractor or Subcontractor to County, shall not require the acknowledgement of County. Notwithstanding anything to the contrary in this Agreement, Subcontractor expressly acknowledges and agrees the Prime Agreement may be amended, modified, and/or terminated and provisions of the Prime Agreement may be waived without prior notice to or consent of Subcontractor.

7. ASSIGNMENT

Except as set forth in Section 29.16.1 (Assignment by Contractor) of the Prime Agreement, neither party may assign its rights and obligations under this Agreement (including the exhibits attached hereto) without prior written consent of the other party and prior written acknowledgement of County.

7.1. Effect of Planned Assignment Under the Prime Agreement

The Parties agree that, as of the effective date of the amendment to the Prime Agreement to execute the Planned Assignment (as that term is defined under the Prime Agreement) as set forth in Section 29.16.1 (Assignment by Contractor) of the Prime Agreement (“**Planned Assignment Date**”), (i) the agreement set forth under Exhibit AA (Subcontractor Agreement Between Accenture (as Prime) and Nuance) shall automatically terminate, and (ii) this Agreement shall be effective between the parties to this Agreement.

8. EFFECT ON PRIME AGREEMENT

Except as expressly set forth in Section 1(a) hereto, as between Prime Contractor and Subcontractor, nothing contained herein shall be construed as amending or modifying in any fashion any term or condition set forth in the Prime Agreement or any exhibit, schedule, attachment, or appendix thereto. Prime Contractor expressly ratifies and affirms its rights and obligations under the Prime Agreement.

9. COUNTERPARTS

This Agreement may be executed in any number of original or facsimile counterparts, each of which when taken together shall constitute an original.

10. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the state of California applicable to agreements made and to be performed within that state.

[Signatures provided on the following page]

IN WITNESS WHEREOF, Prime Contractor and Subcontractor have caused this Agreement to be executed as of the day and year first above written.

Nuance Communications, Inc., as Prime Contractor

By: _____

Name:

Title:

Accenture LLP, as Subcontractor

By: _____

Name:

Title:

EXHIBIT A

SPECIFIED ADDITIONAL TERMS AND CONDITIONS

Unless otherwise specified, Section references below are to Sections of the Prime Agreement. With respect to the terms and conditions of the Prime Agreement referenced below, as modified pursuant to Exhibit A.1 (Modified Prime Agreement Terms Applicable to Subcontractor), Subcontractor agrees to be bound by such terms and conditions directly to County as if Subcontractor were the “Contractor” under the Prime Agreement, and County shall have all of the rights and remedies under the Prime Agreement of “County” under the Prime Agreement.

- Section 2.1 (Contractor; Subcontracting)
- Section 5 (Bankruptcy and Liquidation)
- Section 9.10 (Contractor Access to County Facilities)
- Section 15.11 (Contractor Self-Audit)
- Section 15.12 (Verification of Licensee Costs By Government)
- Section 15.13 (Audit of Practices Related to Protected Health Information)
- Section 16 (Independent Contractor)
- Section 17.1.2 (Performance of Services)
- Section 17.1.4 (Non-Infringement)
- Section 17.1.5 (No Pending or Threatened Litigation)
- Section 17.1.7 (Assignment of Warranties)
- Section 17.1.8 (Destructive/Disabling Mechanisms)
- Section 17.1.16 (No Offshore Work)
- Section 17.1.19 (Excluded Provider Warranty)
- Section 17.1.20 (Warranty Against Contingent Fees)
- Section 17.1.25 (Accurate Responses to Contractor Diligence and Information Security Questionnaire)
- Section 18.2 (Ownership)
- Section 19 (Confidentiality)
- Section 20 (Security)
- Section 21 (Communication Systems and Access to Information)
- Section 22 (Disaster Recovery/Business Continuity)
- Section 24 (Insurance)
- Section 26 (Dispute Resolution Procedures)
- Section 28 (Multi-Vendor Environment)
- Section 29.1 (Publicity)
- Section 29.2 (Force Majeure)
- Section 29.9 (Compliance with Applicable Laws)
- Section 29.10 (Required Certifications)
- Section 29.16 (Assignment and Delegation)

- Section 29.23 (Conflict of Interest)
- Section 29.24 (Employment Eligibility Verification)
- Section 29.25 (Public Records Act)
- Section 29.26 (Contractor Performance During Civil Unrest and Disaster)
- Section 30.2 (Compliance With Civil Rights Laws)
- Section 30.3 (Recycled Bond Paper)
- Section 30.4 (Contractor Responsibility and Debarment)
- Section 30.6 (Compliance with the County's Jury Service Program)
- Section 30.8 (Consideration of Hiring GAIN/GROW Program Participants)
- Section 30.9 (Contractor's Warranty of Adherence to County's Child Support Compliance Program)
- Section 30.10 (Safely Surrendered Baby Law)
- Section 30.11 (Notice to Employees Regarding the Federal Earned Income Tax Credit)
- Section 30.12 (Defaulted Property Tax Reduction Program)
- Section 30.13 (Restrictions on Lobbying)
- Section 30.26 (COVID-19 Vaccinations of Contractor Personnel)
- Exhibit K (Information Security Requirements) of the Prime Agreement
- Exhibit M.1 (Disaster Recovery and Business Continuity Requirements) of the Prime Agreement
- Exhibit M.2 (Disaster Recovery Plan and Business Continuity Plan) of the Prime Agreement
- Exhibit T (Project Team and Governance) of the Prime Agreement

EXHIBIT A.1

MODIFIED PRIME AGREEMENT TERMS APPLICABLE TO SUBCONTRACTOR

No applicable amendments.

EXHIBIT B

SUBCONTRACTED WORK

1. SCOPE OF SUBCONTRACTED WORK

(1) Enhanced Support Services during the Enhanced Support Period as described in Exhibit A.2 (Support Services and Maintenance Statement of Work) of the Prime Agreement (including during any extension of the Enhanced Support Period pursuant to Section 6 (Extension of Enhanced Support Period Optional Work) of Exhibit C.1 (Optional Work) of the Prime Agreement); and (2) if requested by County, Professional Services as part of Optional Work as described in one or more Statements of Work to the Prime Agreement executed by County and Prime Contractor.

EXHIBIT C

SUBCONTRACTOR CERTIFICATES OF INSURANCE

[Certificates attached on the following pages]

EXHIBIT D

CONFIDENTIALITY AGREEMENT

PRIME CONTRACTOR Nuance Communications, Inc.

SUBCONTRACTOR Accenture LLP

1. **GENERAL INFORMATION**

The organization identified above as “**Prime Contractor**” is under contract (“**Prime Agreement**”) to provide Services (as such term is defined in the Prime Agreement) to the County of Los Angeles (“**County**”), and Prime Contractor has subcontracted the performance of certain Services under the Prime Agreement to the organization identified above as “**Subcontractor**.” County requires each employee, agent, consultant, outsourced vendor, and independent contractor (in this Exhibit D (Confidentiality Agreement), “**staff**”) of this Subcontractor performing Services in connection with such Prime Agreement to understand his/her obligations with respect to the personal, proprietary, and other confidential material, data, or information, with which he/she will be in contact. Subcontractor, by executing this Confidentiality Agreement (“**Confidentiality Agreement**”), represents that it shall ensure each such staff member’s compliance with the obligations regarding such data and information, as set forth in the Prime Agreement, including this Exhibit D (Confidentiality Agreement).

2. **SUBCONTRACTOR ACKNOWLEDGMENT**

Subcontractor understands and agrees that all of Subcontractor’s, or any subcontractor’s, staff that will provide Services in connection with the above-referenced Prime Agreement are Subcontractor’s, or any subcontractor’s, sole responsibility. For the avoidance of doubt, as used throughout Section 2 (Subcontractor Acknowledgment) and Section 3 (Confidentiality) of this Confidentiality Agreement, the term “subcontractor” shall refer to a subcontractor of Subcontractor. Subcontractor understands and agrees that its, or any subcontractor’s, staff must rely exclusively upon Subcontractor, or any subcontractor, for payment of salary and any and all other benefits payable by virtue of such staff’s performance of Services in connection with the above-referenced Prime Agreement.

Subcontractor understands and agrees that its, or any subcontractor’s, employees are not employees of County for any purpose whatsoever and that such staff do not have and will not acquire any rights or benefits of any kind from County by virtue of performance of Services in connection with the above-referenced Prime Agreement. Subcontractor understands and agrees that its, or any subcontractor’s, staff do not have and will not acquire any rights or benefits from County pursuant to any agreement between any person or entity and County.

3. **CONFIDENTIALITY**

Subcontractor, any subcontractor, and their staff, by virtue of performing Services in connection with the above-referenced Prime Agreement, may come in contact with (i) Confidential Information (as such term is defined in the Prime Agreement), (ii) data and information which County has an obligation to keep confidential by applicable law or otherwise, and (iii) proprietary information belonging to other organizations, contractors, or their subcontractors doing business with County (collectively, for the purpose of this Exhibit D (Confidentiality Agreement), “**Confidential Information**”). By signing this Confidentiality Agreement, Subcontractor agrees that, by virtue of involvement in the Services in connection with the Prime Agreement, it, any subcontractor, and its staff shall protect the confidentiality of all such Confidential Information pursuant to the terms of Section 19 (Confidentiality) of the Prime Agreement and as specified below.

Subcontractor agrees, on behalf of itself, its subcontractors, and all staff, (i) to protect from loss and hold in confidence any and all Confidential Information; (ii) not to directly or indirectly reveal, report, publish, transfer, reproduce to, or for the benefit of, any unauthorized person, or otherwise disclose any Confidential Information obtained while performing Services in connection with the above-referenced Prime Agreement, except as allowed under Section 19 (Confidentiality) of the Prime Agreement; and (iii) to utilize the Confidential Information solely for the limited purpose of providing Services in connection with the Prime Agreement.

Subcontractor agrees to report to the County Project Manager under the Prime Agreement any and all violations of this Confidentiality Agreement, including unauthorized disclosures or copying of Confidential Information, whether accidental or intentional, and whether by Subcontractor's, or any subcontractor's, staff, and/or by any other person, of which such staff become aware. Subcontractor agrees and shall ensure that its, or any subcontractor's, staff return possession of all Confidential Information to the County Project Manager under the Prime Agreement upon completion of the above-referenced Prime Agreement, or termination of employment with the Subcontractor, or any subcontractor, whichever occurs first.

SIGNED _____

DATE _____

PRINTED _____

TITLE _____

EXHIBIT E

PRIME CONTRACTOR'S BUSINESS ASSOCIATE AGREEMENT WITH SUBCONTRACTOR

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

Pursuant to the Agreement Regarding Subcontracted Services by and between Nuance Communications, Inc. ("Prime") and Accenture LLP ("Sub"), together with all Exhibits, Attachments, and Schedules thereto as may be amended from time to time ("Agreement"), Sub provides services ("Services") to Prime and, in order to provide those Services, receives, has access to or creates Protected Health Information.

Sub provides services to Prime, and, in order to provide those services, creates, receives, maintains, and or transmits Protected Health Information, and Prime provides services to the County of Los Angeles, a political subdivision of the State of California ("County"), and, in order to provide those services, creates, receives, maintains, and or transmits Protected Health Information as a Business Associate to County. County is a Covered Entity, as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Prime is a Subcontractor, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Subcontractors. Sub, in turn, is a Subcontractor of Prime, and performs or provides functions, activities or services to Prime that require Sub in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. A Subcontractor is also a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("**Business Associate Agreement**") between Prime and Sub in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Sub if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Sub in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "Business Associate" is a person or entity, other than a member of the workforce of Covered Entity, who performs functions or activities on behalf of, or provides certain services to, a Covered Entity that involve access by the Business Associate to Protected Health Information. A "Business Associate" also is a Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another Business Associate.
- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103. Any reference to Covered Entity in this Business Associate Agreement shall mean the County.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-Identification" refers to the de-identification standard at 45 C.F.R. § 164.514.

- 1.6 “Designated Record Set” has the same meaning as the term “designated record set” at 45 C.F.R. § 164.501.
- 1.7 “Disclose” and “Disclosure” mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Sub’s internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 “Electronic Health Record” means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 “Electronic Media” has the same meaning as the term “electronic media” at 45 C.F.R. § 160.103. For the convenience of the parties, Electronic Media means (1) electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via Electronic Media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 “Electronic Protected Health Information” has the same meaning as the term “electronic protected health information” at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Sub from or on behalf of Prime. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by Electronic Media; or (ii) maintained in Electronic Media.
- 1.11 “Health Care Operations” has the same meaning as the term “health care operations” at 45 C.F.R. § 164.501.
- 1.12 “Individual” has the same meaning as the term “individual” at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 “Law Enforcement Official” has the same meaning as the term “law enforcement official” at 45 C.F.R. § 164.103.
- 1.14 “Minimum Necessary” refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
- 1.15 “Prime Agreement” has the meaning set forth in the preamble of the Agreement.
- 1.16 “Protected Health Information” has the same meaning as the term “protected health information” at 45 C.F.R. § 160.103, limited to the information created or received by Sub from or on behalf of Prime. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present, or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Sub from or on behalf of Prime (on behalf of Covered Entity), and includes Protected Health Information that is made accessible to Sub by Prime. “Protected Health Information” includes Electronic Protected Health Information.
- 1.17 “Required by Law” has the same meaning as the term “required by law” at 45 C.F.R. § 164.103.
- 1.18 “Secretary” has the same meaning as the term “secretary” at 45 C.F.R. § 160.103

- 1.19 “Security Incident” has the same meaning as the term “security incident” at 45 C.F.R. § 164.304.
- 1.20 “Services” means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Prime Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Sub’s status as a Subcontractor.
- 1.21 “Subcontractor” has the same meaning as the term “subcontractor” at 45 C.F.R. § 160.103.
- 1.22 “Unsecured Protected Health Information” has the same meaning as the term “unsecured protected health information” at 45 C.F.R. § 164.402.
- 1.23 “Use” or “Uses” means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination, or analysis of such Protected Health Information within Sub’s internal operations. (See 45 C.F.R § 164.103.)
- 1.24 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 2.1 Sub may only Use and/or Disclose Protected Health Information as necessary to perform Services, as explicitly authorized in the Prime Agreement, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Sub may De-Identify Protected Health Information in accordance with the standards set forth in 45 CFR 164.514(b) (i) as necessary to provide the Services, as defined under the Prime Agreement, or (ii) to the extent otherwise required by the Prime Agreement, but shall not use such De-Identified information for any other purpose unless it obtains advance written approval from Prime and Covered Entity.
- 2.3 Sub may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Sub shall make Uses and Disclosures and requests for Protected Health Information consistent with the Minimum Necessary standard under the HIPAA Rules, including as set forth in 45 C.F.R. §164.502(b)(1).
- 2.5 Sub may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Sub may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Sub obtains reasonable assurances from the person to whom the Protected Health Information is Disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was Disclosed to the recipient and the recipient notifies Sub of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.
- 2.7 Sub may provide Data Aggregation services relating to Covered Entity’s Health Care Operations only as requested by Covered Entity.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 3.1 Sub shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Sub shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.

- 3.3 Sub shall not Use or Disclose Protected Health Information for De-Identification of the information except as set forth in Section 2.2.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

- 4.1 Sub shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Sub shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

- 5.1 Sub shall report to Prime and Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any successful Security Incident, and/or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.

5.1.1 Sub shall report to Prime and Covered Entity any Use or Disclosure of Protected Health Information by Sub, its employees, representatives, agents or Subcontractors not provided for by this Business Associate Agreement of which Sub becomes aware.

5.1.2 Sub shall report to Prime and Covered Entity any successful Security Incident of which Sub becomes aware. The parties acknowledge and agree that this Section 5.1.2 constitutes notice by Sub to Prime and Covered Entity of the ongoing existence and occurrence or attempts of Unsuccessful Security Incidents for which no additional notice to Covered Entity shall be required. “**Unsuccessful Security Incidents**” means, without limitation, pings and other broadcast attacks on Sub’s firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, Use, or Disclosure of Protected Health Information.

5.1.3 Sub shall report to Prime and Covered Entity any Breach by Sub, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Sub or, by exercising reasonable diligence, would have been known to Sub. Sub shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Sub, including a Subcontractor, as determined in accordance with the federal common law of agency.

- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Sub shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.

5.2.1 Sub shall make a telephonic report as promptly as practicable, but in any event within forty-eight (48) hours, upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information to (i) Prime at **816-221-1024** attention: Chief Privacy Officer; and (ii) the County’s Enterprise Help Desk at **(323)-409-8000**, that minimally includes, to the extent known (provided that Sub shall provide prompt updates as to information that Sub becomes aware of which Sub did not know at the time of its initial telephonic report to Covered Entity):

5.2.1.1 A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date

- of discovery of the non-permitted Use or Disclosure, successful Security Incident, or Breach, if known;
 - 5.2.1.2 The number of Individuals whose Protected Health Information is involved;
 - 5.2.1.3 A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, successful Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved); and
 - 5.2.1.4 The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, successful Security Incident, or Breach.
- 5.2.2 Sub shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Sub of the non-permitted Use or Disclosure of Protected Health Information, successful Security Incident, or Breach of Unsecured Protected Health Information to (i) Prime at: Chief Privacy Officer, Prime Corporation – Legal Department, 2800 Rockcreek Parkway - Prime Corporation, North Kansas City, Missouri 64117-2551; Phone: 816-221-1024; Email: privacyoffice@Prime.com; and to (ii) Covered Entity’s Department of Health Services Enterprise Help Desk at EHD@dhs.lacounty.gov, that includes, to the extent possible:
- 5.2.2.1 A brief description of what happened, including the date of the non-permitted Use or Disclosure, successful Security Incident, or Breach and the date of discovery of the non-permitted Use or Disclosure, successful Security Incident, or Breach, if known;
 - 5.2.2.2 The number of Individuals whose Protected Health Information is involved;
 - 5.2.2.3 A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, successful Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - 5.2.2.4 The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Sub to have been, accessed, acquired, Used, or Disclosed;
 - 5.2.2.5 Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
 - 5.2.2.6 Any steps Sub believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, successful Security Incident, or Breach;
 - 5.2.2.7 A brief description of what Sub is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
 - 5.2.2.8 The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, successful Security Incident, or Breach.

- 5.2.3 If Sub is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Sub shall provide such information promptly thereafter as such information becomes available.
- 5.3 Sub may delay the notification required by Section 5.1.3, if a Law Enforcement Official states to Sub that notification would impede a criminal investigation or cause damage to national security.
 - 5.3.1 If the Law Enforcement Official's statement is made to Sub and/or provided to Sub in writing and specifies the time for which a delay is required, Sub shall delay its reporting and/or notification obligation(s) for the time period specified by the official.
 - 5.3.2 If the statement is made orally, Sub shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

- 6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Sub shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Sub is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Sub with respect to such information. Such Subcontractor Business Associate Agreement shall identify Covered Entity as a third party beneficiary with rights of enforcement and indemnification in the event of any violation of the Subcontractor Business Associate Agreement or the HIPAA Rules.
- 6.2 Sub shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.
- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Sub shall terminate (i) any contractual relationship with Subcontractor as it relates to the Covered Entity, and (ii) Subcontractor's further access to Covered Entity's Protected Health Information and require immediate return or destruction.
- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Sub shall immediately notify Prime and Covered Entity.
- 6.5 Without limiting the requirements of Section 6.1, Sub shall require Subcontractor to provide it with notification in the event of a Breach of Unsecured Protected Health Information in order for Sub to provide timely notice to Prime and Covered Entity.
- 6.6 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Sub, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Sub so as to enable Sub to comply with the provisions of Section 18.4.
- 6.7 Sub assures to Prime and Covered Entity that all Subcontractors associated with Covered Entity's data are held to applicable requirements.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Sub's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Prime Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Sub's status as a Subcontractor.

7. ACCESS TO PROTECTED HEALTH INFORMATION

- 7.1 To the extent Covered Entity reasonably determines that Protected Health Information is maintained by Sub or its agents or Subcontractors in a Designated Record Set, Sub shall, within five

(5) business days after receipt of a request from Prime or Covered Entity, make the Protected Health Information specified by Prime or Covered Entity available to the Individual(s) identified by Prime or Covered Entity as being entitled to access and shall provide such Individual(s) or other person(s) designated by Prime or Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of applicable law, including 45 C.F.R. § 164.524 and California law.

7.2 If any Individual requests access to Protected Health Information directly from Sub or its agents or Subcontractors, Sub shall notify Prime and Covered Entity in writing within three (3) business days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.

7.3 To the extent that Sub maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Sub shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Prime, Covered Entity, and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

8.1 To the extent Covered Entity reasonably determines that any Protected Health Information is maintained by Sub or its agents or Subcontractors in a Designated Record Set, Sub shall, within fifteen (15) business days after receipt of a written request from Prime or Covered Entity, make any amendments to such Protected Health Information that are requested by Prime or Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.

8.2 If any Individual requests an amendment to Protected Health Information directly from Sub or its agents or Subcontractors, Sub shall notify Prime and Covered Entity in writing within five (5) business days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

9.1 Sub shall maintain an accounting of each Disclosure of Protected Health Information made by Sub or its employees, agents, representatives, or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.1.1 Any accounting of Disclosures provided by Sub under Section 9.1 shall include:

9.1.1.1 The date of the Disclosure;

9.1.1.2 The name, and address if known, of the entity or person who received the Protected Health Information;

9.1.1.3 A brief description of the Protected Health Information Disclosed; and

9.1.1.4 A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Sub shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Sub shall provide to Prime or Covered Entity, within fifteen (15) business days after receipt of a written request from Prime or Covered Entity, information collected in accordance with Section 9.1.1 to permit Prime or Covered Entity to respond to a request by an Individual for an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

9.3 If any Individual requests an accounting of Disclosures directly from Sub or its agents or Subcontractors, Sub shall notify Prime and Covered Entity in writing within five (5) business days of the receipt of the request, and shall provide the requested accounting of Disclosures to the Individual(s) within fifteen (15) days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

10.1 To the extent Sub is to carry out one or more of Prime's or Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Sub shall comply with the requirements of Subpart E that apply to Prime's or Covered Entity's performance of such obligation(s).

10.2 Sub shall comply with all HIPAA Rules applicable to Sub in the performance of Services.

11. AVAILABILITY OF RECORDS

11.1 Sub shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Sub on behalf of Prime available to the Secretary for purposes of determining Prime's and Covered Entity's compliance with the Privacy and Security Laws (as that term is defined under the Prime Agreement).

11.2 Unless prohibited by the Secretary, Sub shall promptly notify Prime and Covered Entity of any requests made by the Secretary and provide Prime and Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

12.1 Sub shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Sub in violation of the requirements of this Business Associate Agreement that is known to Sub.

13. BREACH NOTIFICATION TO INDIVIDUALS

13.1 Sub shall, to the extent Prime or Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Sub, its employees, representatives, agents, or Subcontractors, assist Covered Entity to provide Breach notification, upon Covered Entity's written request, to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Sub shall assist Covered Entity to notify, subject to the review and approval of Prime and Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification shall be written in plain language, shall be subject to review and approval by Prime and Covered Entity, and shall include, to the extent possible (and Sub shall provide all required information with respect to):

13.1.2.1 A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

13.1.2.2 A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

13.1.2.3 Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;

- 13.1.2.4 A brief description of what Sub is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
 - 13.1.2.5 Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- 13.2 Covered Entity, in its sole discretion, may establish the contact procedures described in Section 13.1.2.
- 13.3 Sub shall reimburse Prime and Covered Entity for any and all costs incurred by Prime or Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, and including reasonable costs paid to third parties to assist Covered Entity to establish the contact procedures, prepare the notifications, and conduct the notification and publication processes, as a result of Sub's Breach of Unsecured Protected Health Information; Covered Entity and Prime shall not be responsible for any costs incurred by Sub in complying with its obligations under Section 13.1, including Section 13.1.2.

14. INDEMNIFICATION

- 14.1 Subject to Section 29.27 (Limitation of Liability) of the Prime Agreement, Sub shall indemnify, defend, and hold harmless Prime, Covered Entity, its Special Districts, elected and appointed officers, and their respective employees and agents from and against any and all third-party claims, liability, including but not limited to demands, claims, actions, fees, costs, expenses (including reasonable attorney fees and reasonable (as determined by a court of competent jurisdiction) expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), to the extent caused by Sub's breach of its obligations under this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California. Notwithstanding the foregoing, to the extent a third-party claim, including but not limited to demands, claims, actions, fees, costs, expenses, and penalties and/or fines, arises as a result of Sub's contractual relationship with Prime and/or Covered Entity, including Sub's use of third parties, regardless of cause, Sub shall (i) perform the obligations set forth in Section 13 (Breach Notification to Individuals), and (ii) provide a defense and indemnify Covered Entity against any class action filed against Covered Entity.
- 14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Sub's obligations related to insurance and/or indemnification in the applicable underlying Agreement, Prime Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Sub's status as a Subcontractor.

15. OBLIGATIONS OF PRIME

- 15.1 Prime shall notify Sub of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Sub's performance of the Services, and Sub shall thereafter restrict or limit its own Uses and Disclosures accordingly, except to the extent that Sub has relied on such Uses or Disclosures, or where an exception under HIPAA expressly applies.
- 15.2 Prime shall not request Sub to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Prime, except to the extent that Sub may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. TERM

- 16.1 Unless sooner terminated as set forth in Section 17 (Termination for Cause), the term of this Business Associate Agreement shall be the same as the term of the applicable underlying

Agreement, Prime Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Sub's status as a Subcontractor.

- 16.2 Notwithstanding Section 16.1, Sub's obligations under Sections 11 (Availability of Records), 14 (Indemnification), and 18 (Disposition of Protected Health Information Upon Termination or Expiration) shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Prime Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Sub's status as a Subcontractor, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.

17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Prime Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Sub's status as a Subcontractor, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Sub shall upon request return or destroy as provided for in Section 18.2, all Protected Health Information received from Prime, or created, maintained, or received by Sub on behalf of Prime and Covered Entity, that Sub, including any Subcontractor, still maintains in any form. Sub shall retain no copies of the Protected Health Information.

18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or Electronic Media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.

18.3 Notwithstanding Section 18.1, in the event that Sub, including any Subcontractor, determines that return or destruction of Protected Health Information is not feasible or Sub determines that any such Protected Health Information is necessary for Sub to continue its proper management and administration or to carry out its legal responsibilities, Sub shall submit to Prime and Covered Entity an explanation of the circumstances that make return or destruction infeasible. If Prime and Covered Entity agree that return or destruction is infeasible, then Sub may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Sub to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.

18.3.1 Sub shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained,

and Sub shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

18.3.2 Sub shall return or destroy the Protected Health Information retained by Sub when it is no longer needed by Sub for Sub's proper management and administration or to carry out its legal responsibilities.

18.4 Sub shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or destroyed as provided for in Section 18.2 unless Prime and Covered Entity agree that it is infeasible to return or destroy such information in accordance with Section 18.3, in which case Subcontractor shall also agree to protect such information as provided in section 18.3.1.

19. AUDIT, INSPECTION, AND EXAMINATION

19.1 Subject to any applicable privilege of Sub (such as attorney-client privilege), Prime and Covered Entity reserve the right to, no more than once per year (or more frequently in the event of a Security Incident), conduct a reasonable inspection of the books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose of determining whether Sub is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Prime Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Sub's status as a Subcontractor, as provided for in Section 17 (Termination for Cause). Sub shall not be required to disclose any information related to any of its other customers.

19.2 Prime, Covered Entity, and Sub shall mutually agree in advance upon the scope, timing, and location of any such inspection.

19.3 At Sub's request, and to the extent permitted by law, Prime or Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties. Sub shall not be required to disclose any information related to any of its other customers.

19.4 That Prime or Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Sub of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Prime or Covered Entity any responsibility for Sub's compliance with any applicable HIPAA Rules.

19.5 Prime's or Covered Entity's failure to detect, its detection but failure to notify Sub, or its detection but failure to require remediation by Sub of an unsatisfactory practice by Sub, shall not constitute acceptance of such practice or a waiver of Prime's or Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Prime Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Sub's status as a Subcontractor.

19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Sub's obligations related to inspection and/or audit and/or similar review in the applicable underlying Agreement, Prime Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Sub's status as a Subcontractor.

20. MISCELLANEOUS PROVISIONS

20.1 Disclaimer. Prime makes no warranty or representation that compliance by Sub with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Sub.

20.2 HIPAA Requirements. The parties agree that the provisions under HIPAA Rules that are Required by Law to be incorporated into this Business Associate Agreement are hereby incorporated into this Business Associate Agreement.

- 20.3 Third-Party Beneficiaries. Covered Entity is a third party beneficiary with rights of enforcement and indemnification in the event of any violation of this Business Associate Agreement or the HIPAA Rules by Sub. Except as set forth in this Section and Section 6.1, nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Prime Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Sub's status as a Subcontractor, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Prime Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Sub's status as a Subcontractor.
- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity, Prime or Sub to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

EXHIBIT F

SUBCONTRACTOR'S EEO CERTIFICATION

Accenture LLP

Subcontractor's Name

500 W. Madison Street, Chicago IL 60661

Address

36-7274696

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with Subchapter VII of the *Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e-17*, and the *Americans with Disabilities Act of 1990*, Subcontractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

SUBCONTRACTOR'S CERTIFICATION

(check one)

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

Accenture LLP

Company Name

Signature

Date

EXHIBIT G

SAFELY SURRENDERED BABY LAW

Safely Surrendered

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



EXHIBIT H
ADDITIONAL PROVISIONS

None included.



EXHIBIT DD (PASS-THROUGH TERMS)

TO THE

DATA CAPTURE AND CLINICAL DOCUMENTATION IMPROVEMENT SYSTEM
AND RELATED SERVICES AGREEMENT

Additional Product-Specific Terms for 3M Content Services (including DRG-APR Grouper)

The following terms and conditions apply with respect only to the 3M Grouper software and other 3M Content Services to be utilized by the County via the Hosting Services in connection with the Data Capture and Clinical Documentation Improvement System and Related Services Agreement (the “**Agreement**”) entered into by and between the County and Accenture LLP (“**Contractor**”). In the event of any conflict between terms of the Agreement and those in this Attachment, the terms of this Attachment shall be controlling, but only with respect to the 3M Content Services.

1. DEFINITIONS.

- 1.1. “3M Content Services” means the 3M-hosted service consisting of a collection of proprietary web-based tools, content and technologies utilized by 3M to receive and process a Request and provide a Response, including the output produced by 3M software and the written reference, operations and/or users manuals and other proprietary documents, which provide specifications for or instructions for the use of such services or software that are furnished to County.
- 1.2. “Response” means an encrypted communication that is delivered to the Server containing the output for a given Request.
- 1.3. “Request” means an encrypted communication submitted by County for use with the Licensed Software with which the 3M Content Services are provided and that 3M receives from the Server to be queried and analyzed by 3M Content Services.
- 1.4. “Server” means the equipment used and made available by Contractor.

2. ADDITIONAL TERMS.

2.1. License Provisions.

The license to access and use and or receive the 3M Content Services pursuant to the Agreement is non-exclusive and non-assignable, except as set forth in the Agreement, and the 3M Content Services are solely for County’s use in conjunction with the use of the DCCDIS (that is, stand-alone use is not permitted), used in compliance with the Agreement. Except as set forth in, and in accordance with, the Agreement, County must not: (i) use the 3M Content Services to process data for the benefit of any third party; (ii) provide, or make accessible, the 3M Content Services to any third party, (iii) make any modifications to or derivatives of the 3M Content Services, including the removal of any copyright or other proprietary rights notices, or (iv) make copies of the 3M Content Services, except for archival and backup purposes.

2.2. **Suspension.** Subject to the notice and cure periods set forth in the Agreement, 3M may temporarily suspend portions of its performance in the event 3M determines in its reasonable judgment that the County’s use of the 3M Content Services (a) may materially adversely impact or poses a security risk to the 3M Content Services or the systems or data of any 3M customer; (b) is reasonably likely to subject 3M or any third party to liability; or (c) is in breach of the terms of the Agreement. Any suspension shall only be to the extent and duration necessary to investigate and remediate the adverse condition.

2.3. **Use of Data.** County grants 3M the right to utilize County Information solely as and to the extent necessary to perform and provide the 3M Content Services as contemplated under this Attachment and the Agreement.

2.4. **Limitations of Liability.** TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL 3M OR ANY 3M LICENSOR OR THEIR RESPECTIVE AFFILIATES (EXCLUDING CONTRACTOR) BE LIABLE TO COUNTY FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES, HOWEVER CAUSED, ARISING OUT OF OR RELATED TO THE 3M CONTENT SERVICES, INCLUDING FOR LOSS OF PROFIT, LOSS OF BUSINESS, OR LOSS OF DATA, UNDER ANY CIRCUMSTANCES OR LEGAL THEORY, WHETHER BASED ON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY, TORT, CONTRACT, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Additional Product-Specific Terms for Tru Code

GENERAL TERMS: The software and/or services provided by Dolbey Systems, Inc. (“**Reseller**”) to the County of Los Angeles (“**Customer**”) pursuant to the Data Capture and Clinical Documentation Improvement System and Related Services Agreement (the “**Customer Agreement**”) may contain software and/or content (collectively, the “**Licensed Content**”) provided by TruCode LLC (“**TruCode**”) and its third party providers (such providers, collectively, the “**Third Party Providers**”). Use of the Licensed Content is subject to Customer’s acceptance of and compliance with the terms set forth in this Exhibit (these “**Required Terms**”). By signing or otherwise indicating acceptance of the Customer Agreement, Customer acknowledges that it has read and accepts these Required Terms and agrees to be bound by the same.

1. **End Users.** Use of the Licensed Content is restricted to the number of authorized users and specific facilities identified in the Customer Agreement. Customer is responsible for ensuring that its authorized users (“**End Users**”) comply with all of the terms and conditions in these Required Terms. Reseller is required to create a unique identifier for each End User prior to allowing such End User to access the Licensed Content and each End User must use its assigned identifier each time it uses or otherwise accesses the Licensed Content. Customer shall be liable for all acts and omissions of its End Users. Customer may only use the Licensed Content for the business purposes of Customer and only within the United States pursuant to the terms of the Customer Agreement. If any of Customer’s End Users are independent contractors, Customer hereby represents and warrants that all use of the Licensed Content by such independent contractors will be for Customer’s business purposes only, and the Licensed Content will be used by such independent contractors solely at Customer’s authorized facilities on Customer’s equipment.

2. **Copies; Printing.** Customer may make one copies of the Licensed Content solely in accordance with the Customer Agreement. Any such copy shall remain subject to these Required Terms and shall remain the property of the applicable Third Party Provider. Customer may not provide such copy or copies thereof to any third party, except to its employees or agents who are subject to the confidentiality provisions herein. Customer is permitted to print limited portions of the Licensed Content on a specific topic (“**Excerpts**”), without any modification to the Excerpt, and solely for the exclusive use of Customer, provided that the source of the Excerpt(s) and applicable copyright notices and government rights notices are printed on the printout. Any Excerpts so distributed may only be used as permitted under the Customer Agreement.

3. **Additional Restrictions.** Customer is required to install all updates to the Licensed Content provided by Reseller, TruCode or Third Party Providers that are made available to Customer and is prohibited from using any version of the Licensed Content other than the most current version. Except as set forth in, and in accordance with, the Customer Agreement, Customer, and its End Users, must not, nor attempt to: (i) use the Licensed Content or any portion of the Licensed Content for any unlawful purpose or in violation of any laws or regulations; (ii) market, sell, lease, license, sublicense, publish, distribute, lend, transfer, or otherwise make the Licensed Content or any portion thereof, or components or output from the Licensed Content available to any unauthorized party, including distribution via the Internet or other public electronic information system; (iii) alter, maintain, enhance, modify, translate, or create derivatives of the Licensed Content or any components thereof; (iv) remove any trademark, copyright, or proprietary notices; (v) copy, decompile, disassemble, or otherwise reverse engineer the Licensed Content or use any similar means to discover the source code or trade secrets in the Licensed Content; (vi) use the Licensed Content as a substitute for the medical judgment of a physician or qualified health care provider; (vii) use the Licensed Content to provide service bureau, time sharing, or other computer services to third parties; (viii) circumvent any technological measure that controls access to the Licensed Content; (ix) use the Licensed Content in any nuclear, aviation, mass transit, life support, or any other inherently dangerous applications; or (x) use the Licensed Content to benefit any party other than Customer.

4. **Usage Information.** TruCode may collect and use data provided through, collected by, and/or regarding Customer’s use of the Licensed Content solely as and to the extent necessary to: (a) provide the Licensed Content in accordance with the Required Terms and the Customer Agreement, and (b) comply with applicable law.

5. **California Consumer Privacy Act.** TruCode does not receive any Personal Information from Customer (“**Customer Personal Information**”) as consideration for the Licensed Content or other items provided by TruCode to Customer. Except as expressly set forth in these Required Terms, TruCode shall not (a) have, derive or exercise any rights or benefits regarding Customer Personal Information, (b) Sell Customer Personal Information, or (c) collect, retain, share or use Customer Personal Information except as necessary for the sole purpose of providing the Licensed Content. TruCode agrees to refrain from taking any action that would cause any transfers of Customer Personal Information, either to TruCode or from TruCode, to qualify as a Sale of Personal Information under the California Consumer Privacy Act (Assembly Bill 375), as amended (the “**CCPA**”). TruCode understands and will comply with the restrictions set forth in this Section and the applicable requirements of the CCPA. For the purposes of this

Section, TruCode is a Service Provider and the terms “Personal Information”, “Sell”, “Sale”, and “Service Provider” shall have the same meaning as in the CCPA.

6. Ownership. Customer acknowledges and agrees that, as between TruCode and the Third Party Providers and Customer, TruCode and the Third Party Providers are the sole and exclusive owner of, and retain all rights, title, and interest (including all intellectual property rights) in and to, their respective Licensed Content (including all updates and upgrades thereto) and all associated documentation. Except for the express license to use the Licensed Content granted in the Customer Agreement, no other licenses or rights are granted by TruCode or the Third Party Providers to Customer and any rights not expressly granted to Customer herein are reserved by TruCode and the applicable Third Party Provider(s). If Customer is ever held or deemed to be the owner of any rights in or to the Licensed Content, then Customer agrees to assign and does hereby irrevocably assign to TruCode and the applicable Third Party Provider(s) all of its right, title and interest in and to such Licensed Content and agrees to execute all documents reasonably necessary to implement and confirm the intent of this section. Customer agrees not to contest or challenge (or assist others in doing so) TruCode’s or any Third Party Provider’s rights with respect to the applicable Licensed Content.

7. Disclaimers. THE LICENSED CONTENT IS PROVIDED “AS-IS” AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, TRUCODE AND ALL THIRD PARTY PROVIDERS (EXCLUDING RESELLER) AND THEIR RESPECTIVE AFFILIATES DISCLAIM ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, OR PRIOR ORAL OR WRITTEN STATEMENTS WITH RESPECT TO THE LICENSED CONTENT, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, ACCURACY, TIMELINESS, COMPLETENESS, TITLE AND NON-INFRINGEMENT. TRUCODE AND THE THIRD PARTY PROVIDERS (EXCLUDING RESELLER) AND THEIR RESPECTIVE AFFILIATES FURTHER DISCLAIM, AND SHALL HAVE NO LIABILITY FOR, ANY ERRORS, OMISSIONS, SEQUENCING, COMPLETENESS OR INACCURACIES IN THE LICENSED CONTENT OR ANY USES, MISUSES, OR INTERPRETATIONS OF THE INFORMATION CONTAINED IN OR NOT CONTAINED IN THE LICENSED CONTENT. TRUCODE AND THE THIRD PARTY PROVIDERS (EXCLUDING RESELLER) AND THEIR RESPECTIVE AFFILIATES DO NOT REPRESENT OR WARRANT AS TO THE OPINIONS OR OTHER SERVICE OR DATA ACCESSED, DOWNLOADED OR USED AS A RESULT OF USE OF THE LICENSED CONTENT, OR THAT USE OF THE LICENSED CONTENT OR ANY PORTION OF THE LICENSED CONTENT WILL BE WITHOUT FAILURES, UNINTERRUPTED, OR ERROR-FREE, WILL BE ACCESSIBLE IN ANY PARTICULAR HARDWARE/SOFTWARE ENVIRONMENT, OR WILL MEET CUSTOMER’S REQUIREMENTS. AS BETWEEN TRUCODE AND CUSTOMER, CUSTOMER ASSUMES THE SOLE RESPONSIBILITY FOR ALL USES OF THE LICENSED CONTENT, INCLUDING BUT NOT LIMITED TO THE USE, EFFICIENCY AND SUITABILITY OF THE LICENSED CONTENT AND ANY RECONSTRUCTION, REPLACEMENT, REPAIR, OR RECREATION OF LOST PROGRAMS, DATA, OR EQUIPMENT IN THE EVENT OF HARDWARE OR SOFTWARE FAILURE.

8. Limitation of Type of Liability. IN NO EVENT WILL TRUCODE OR ANY THIRD PARTY PROVIDER (EXCLUDING RESELLER) OR THEIR RESPECTIVE AFFILIATES BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES, HOWEVER CAUSED, ARISING OUT OF THE USE OF THE LICENSED CONTENT (INCLUDING ANY DAMAGES FOR LOSS OF DATA, LOSS OF PROFITS, LOSS OF USE, OR INTERRUPTION OF BUSINESS), OR FOR BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. TO THE EXTENT THOSE EXCLUSIONS OR LIMITATIONS ARE SPECIFICALLY PROHIBITED BY APPLICABLE LAW, SOME OF THE EXCLUSIONS OR LIMITATIONS SET FORTH IN THESE REQUIRED TERMS MAY NOT APPLY TO CUSTOMER.

9. Limitation of Amount of Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THE CUSTOMER AGREEMENT, IN NO EVENT WILL THE TOTAL CUMULATIVE LIABILITY OF TRUCODE OR ANY THIRD PARTY PROVIDER (EXCLUDING RESELLER) OR THEIR RESPECTIVE AFFILIATES WITH RESPECT TO THE CUSTOMER AGREEMENT, WHETHER UNDER CONTRACT LAW, TORT LAW OR OTHERWISE, EXCEED THE FEES PAID BY CUSTOMER TO RESELLER DURING THE TWELVE-MONTH PERIOD IMMEDIATELY BEFORE THE EVENT GIVING RISE TO THE CLAIM FOR DAMAGES.

10. Information and Data Disclaimer. Customer acknowledges and agrees that certain information within the Licensed Content may be provided to TruCode and/or the Third Party Providers by third parties or is developed using information provided by third parties. Neither TruCode nor the Third Party Providers (excluding Reseller) will be responsible for the accuracy or completeness of the information within the Licensed Content. Nothing contained in the Licensed Content is intended to replace the independent medical judgment of a health care professional and neither TruCode nor the Third Party Providers (excluding Reseller) will be liable for any damages arising out of reliance on the information contained in or derived from the Licensed Content. In addition, neither TruCode nor the Third Party Providers (excluding Reseller) make any warranties regarding the accuracy or completeness of any data or information provided by the Centers for Medicare & Medicaid Services (“CMS”), the American Medical Association, or any other third party. TruCode and the Third Party Providers (excluding Reseller) specifically disclaim any liability for any consequences due to use, misuse or interpretation of such information.

11. U.S. Government Rights. The Licensed Content may include content from the Third Party Providers that is commercial technical data and/or computer data bases and/or commercial computer software and/or commercial computer software documentation, as applicable, which were developed exclusively at private expense by the applicable Third Party Provider. U.S. Government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer data bases and/or computer software and/or computer software documentation are subject to the limited rights restrictions of DFARS 252.227-7015(b)(2) (November 1995) and/or subject to the restrictions of DFARS 227.7202-1(a) (June 1995) and DFARS 227.7202-3(a) (June 1995), as applicable for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (December 2007) and/or subject to the restricted rights provisions of FAR 52.227-14 (December 2007) and FAR 52.227-19 (December 2007), as applicable, for non-Department of Defense Federal procurements.

12. Records and Audit Rights. During the term of the Customer Agreement and for two (2) years after the expiration or termination of the Customer Agreement, Customer must (i) maintain complete and accurate books and records covering all transactions related to the Customer Agreement, including, without limitation, a list of all End Users, and (ii) no more than once per calendar year, provide reasonable access, without charge, to permit Reseller to audit its books and records, at the sole cost and expense of Reseller, TruCode, and/or the applicable Third Party Provider, to assure compliance with these Required Terms, provided that Reseller provides Customer with no less than thirty (30) days' prior written notice of its intent to audit.

13. Third Party Beneficiaries; Termination. If Reseller's contractual relationship with TruCode, or TruCode's contractual relationship with any other Third Party Provider, expires or is otherwise terminated, all rights granted to Customer with respect to the Licensed Content will terminate in accordance with the Customer Agreement and Customer will be required to discontinue all use of the Licensed Content immediately upon such termination. If the Customer Agreement is terminated pursuant to the immediately preceding sentence, Reseller will refund any fees prepaid by Customer for periods after the date of termination. Reseller may terminate Customer's use of the Licensed Content in accordance with the Customer Agreement if Customer breaches any of these Required Terms. Upon such termination, Customer must immediately cease all further use of the Licensed Content.

AHA - REQUIRED TERMS:

The Licensed Content may include content (the "**AHA Content**") licensed from Health Forum, LLC or its Affiliates. The following terms apply to AHA Content:

1. Copyright Notices. Customer shall include the appropriate copyright notice set forth below in connection with AHA Content. From time to time, Reseller may provide Customer with updated versions of the AHA Content ("**Updated Products**"). When Customer receives the Updated Products, Reseller will advise Customer of the appropriate year to display in the copyright notice.

(a) ICD-9-CM Coding Clinic. AHA CODING CLINIC® FOR ICD-9-CM <YEAR> is copyrighted by the American Hospital Association ("AHA"), Chicago, Illinois. Except as permitted by the Customer Agreement, no portion of AHA CODING CLINIC® FOR ICD-9-CM may be reproduced, sorted in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, without prior express, written consent of the AHA.

(b) ICD-9-CM Coding Handbook. ICD-9-CM CODING HANDBOOK, <YEAR>, REVISED EDITION, BY FAYE BROWN, is copyrighted by Health Forum, LLC ("Health Forum"), Chicago, Illinois. Except as permitted by the Customer Agreement, no portion of ICD-9-CM CODING HANDBOOK may be reproduced, sorted in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, without prior express, written consent of Health Forum.

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2. U.S. Government Rights Notices. If Customer is a federal government agency, the following notices are provided, as applicable:

(a) ICD-9-CM Coding Clinic. This product contains AHA CODING CLINIC® FOR ICD-9-CM content which is commercial technical data and/or computer data bases and/or commercial computer software and/or commercial computer software documentation, as applicable, which was developed exclusively at private expense by the American Hospital Association, 155 N. Wacker Dr., Suite 400, Chicago, Illinois 60606. U.S. government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer data bases and/or computer software and/or computer software documentation are subject to the restrictions of DFARS 227.227-7015(b)(2) (November 1995) and/or subject to the restrictions of DFARS 227.7202-1(a) (June 1995) and DFARS 227.7202-3(a) (June 1995), as applicable, for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (December 2007) and/or subject to the restricted rights provisions of FAR 52.227-14 (December 2007) and FAR 52.227-19 (December 2007), as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements.

(b) ICD-9-CM Coding Handbook. This product contains ICD-9-CM CODING HANDBOOK, <YEAR>, REVISED EDITION, BY FAYE BROWN content which is commercial technical data and/or computer data bases and/or commercial computer software and/or commercial computer software documentation, as applicable, which was developed exclusively at private expense by Health Forum, LLC (“Health Forum”), 155 N. Wacker Dr., Suite 400, Chicago, Illinois 60606. U.S. government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer data bases and/or computer software and/or computer software documentation are subject to the restrictions of DFARS 227.227-7015(b)(2) (November 1995) and/or subject to the restrictions of DFARS 227.7202-1(a) (June 1995) and DFARS 227.7202-3(a) (June 1995), as applicable, for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (December 2007) and/or subject to the restricted rights provisions of FAR 52.227-14 (December 2007) and FAR 52.227-19 (December 2007), as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements.

(c) HCPCS CODING CLINIC. This product contains AHA CODING CLINIC® FOR HCPCS content which is commercial technical data and/or computer data bases and/or commercial computer software and/or commercial computer software documentation, as applicable, which was developed exclusively at private expense by the American Hospital Association (“AHA”), 155 N. Wacker Dr., Suite 400, Chicago, Illinois 60606. U.S. government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer data bases and/or computer software and/or computer software documentation are subject to the restrictions of DFARS 227.227-7015(b)(2) (November 1995) and/or subject to the restrictions of DFARS 227.7202-1(a) (June 1995) and DFARS 227.7202-3(a) (June 1995), as applicable, for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (December 2007) and/or subject to the restricted rights provisions of FAR 52.227-14 (December 2007) and FAR 52.227-19 (December 2007), as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements.

(d) ICD-10-CM AND ICD-10-PCS CODING HANDBOOK. This product contains ICD-10-CM AND ICD-10-PCS CODING HANDBOOK, <YEAR>, BY NELLY LEON-CHISEN content which is commercial technical data and/or computer data bases and/or commercial computer software and/or commercial computer software documentation, as applicable, which was developed exclusively at private expense by Health Forum, LLC, 155 N. Wacker Dr., Suite 400, Chicago, Illinois 60606. U.S. government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer data bases and/or computer software and/or computer software documentation are subject to the restrictions of DFARS 227.227-7015(b)(2) (November 1995) and/or subject to the restrictions of DFARS 227.7202-1(a) (June 1995) and DFARS 227.7202-3(a) (June 1995), as applicable, for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (December 2007) and/or subject to the restricted rights provisions of FAR 52.227-14 (December 2007) and FAR 52.227-19 (December 2007), as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements.

AMA – REQUIRED TERMS:

The Licensed Content may include content (the “**AMA Content**”) licensed from the American Medical Association (the “**AMA**”). The following terms apply to AMA Content:

1. **Copyright Notice.** CPT is copyrighted by the AMA and CPT is a registered trademark of the AMA.
2. **Government Rights Notice.** The AMA Content includes CPT which is commercial technical data and/or computer data bases and/or commercial computer software and/or commercial computer software documentation, as applicable, which was developed exclusively at private expense by the American Medical Association, 515 North State Street, Chicago, Illinois, 60654. U.S. government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer data bases and/or computer software and/or computer software documentation are subject to the limited rights restrictions of DFARS 252.227-7015(b)(2) (November 1995) and/or subject to the restrictions of DFAS 227.7202-1(a) (June 1995), as applicable, for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (December 2007) and/or subject to the restricted rights provisions of FAR 52.227-14 (December 2007) and FAR 52.227-19 (December 2007), as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements.

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1. Copyright© [year] Thomson Healthcare Inc. All rights reserved. Information is for End User's use only and may not be sold, redistributed or otherwise used in violation of the Customer Agreement.
2. The information contained in the Micromedex Content is intended by Micromedex as an educational aid only. All treatments or procedures are intended by Micromedex to serve as an information resource for physicians or other competent healthcare professionals performing the consultation or evaluation of patients and to be interpreted in view of all attendant circumstances, indications and contraindications.
3. As between the Customer and Micromedex, the Customer assumes full responsibility for ensuring the appropriateness of using and relying upon the information in view of all attendant circumstances, indications and contraindications.
4. As between the Customer and Micromedex, Customer acknowledges and agrees that, with respect to the Micromedex Content: THE PRICES CONTAINED IN RED BOOK ARE BASED ON DATA REPORTED BY MAUFACTURERS. MICROMEDEX HAS NOT PERFORMED ANY INDEPENDENT ANALYSIS OF THE ACTUAL PRICES PAID BY WHOLESALERS AND PROVIDERS IN THE MARKETPLACE. THUS, ACTUAL PRICES PAID BY WHOLESALERS AND PROVIDERS MAY WELL VARY FROM THE PRICES CONTAINED IN THIS DATABASE AND ALL PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. PLEASE REFER TO THE "AWP POLICY" IN THE PRODUCT FOR MORE INFORMATION.

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1. Customer may only use the Elsevier Content exclusively as a reference or informational tool for Customer's or End User's use.
2. Mosby's Drug Consult and Dorland's Medical Dictionary are copyrighted proprietary electronic databases for which all rights, including the copyright and trademark, are owned by Elsevier. Any and all information systems and product databases, documents, instructions or manuals relating to these products, produced by Elsevier remain the exclusive property of Elsevier. Reproduction or distribution of these products or such accompanying materials in violation of the Customer Agreement and without the express written consent of Elsevier is prohibited.
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2. The text of MedLearn Content is to remain inaccessible to other programs capable of generating paper printouts of MedLearn Content (excluding the print screen functionality of Windows software or other programs permitted by the Customer Agreement).

3. The MedLearn Content may not be accessed via public bulletin boards or any other mechanism that allows access to MedLearn Content by sites that are not sublicensed except as set forth in, and in accordance with, the Customer Agreement.

ADA – REQUIRED TERMS:

The Licensed Content may include content (the “**ADA Content**”) licensed from the American Dental Association (the “**ADA**”). The following terms apply to ADA Content:

1. **License Grant.** End User is hereby granted a non-exclusive, non-transferable (except as set forth in the Customer Agreement) right to use the ADA Content solely as part of the Licensed Content provided by TruCode and solely for End User’s business purposes. “End User” means a Healthcare Network licensed to use the Licensed Content under the Customer Agreement. A “Healthcare Network” means a system that includes interrelated and affiliated medical groups, hospitals, clinics, physicians’ offices, skilled nursing facilities or long-term care facilities or other healthcare facilities. This License grants End-User the right:
 - a. to install and use the Current Dental Terminology (“**CDT**”) on End User’s computer system;
 - b. to retrieve CDT codes, descriptors and nomenclature via commands contained in the Licensed Content for the exclusive use in connection with End User’s and its employees’ and agents’ use of the DCCDIS in accordance with the Customer Agreement;
 - c. to reproduce and distribute partial listings of the CDT codes, nomenclature and descriptors in various printed and electronic documents for purposes of claims processing, billing and patient treatment, via commands contained in the Licensed Content;
 - d. to print limited portions of the CDT solely for the exclusive use in connection with End User’s and its employees’ and agents’ use of the DCCDIS in accordance with the Customer Agreement; and
 - e. to print a complete listing of the CDT codes, nomenclature and descriptors solely for the exclusive use of End User.
2. **End User License Restrictions.** Except as expressly permitted in the “License Grant” section above or the Customer Agreement, End User may not and may not permit anyone else to (a) copy the CDT; (b) alter, amend, change or modify the CDT, including the CDT codes, nomenclature and descriptors or other content of the CDT; (c) remove any copyright or other proprietary notices, labels or marks from the CDT or from output created by using the Licensed Content; (d) distribute, sell, assign, lease or otherwise transfer the CDT, including the Code or any portion thereof, in any printed, machine-readable or other form to any other person, firm or entity, including but not limited to, as output; or (e) use the CDT, whether on a time-sharing, remote job entry or other multiple user arrangement. End User shall take reasonable measures to maintain the security of the CDT. The restriction set forth in section 2(b) shall not limit End User’s right to add additional content to the Licensed Content (“End User Content”), provided: End User does not alter, amend, change or modify existing CDT codes, nomenclature and descriptors or other CDT content in violation of the Customer Agreement, and End User’s output does not claim or otherwise imply that such End User Content is owned, created, approved or endorsed by ADA.

IN NO EVENT SHALL END USER USE THE ADA CONTENT FOR OR ON BEHALF OF ANY THIRD PARTY, INCLUDING BUT NOT LIMITED TO USE OF THE ADA CONTENT TO PROVIDE CONSULTING, TIME- SHARING OR OUTSOURCING SERVICES OR TO ACT AS A SERVICE BUREAU OPERATION. END USER IS EXPRESSLY PROHIBITED FROM DISTRIBUTING OUTPUT, INCLUDING THE CODE OR PORTIONS THEREOF, TO ANY PERSON, FIRM OR ENTITY. The foregoing restriction shall not be deemed to restrict the End User from using the CDT codes in connection with its or its employees’ or agents’ use of the DCCDIS in accordance with the Customer Agreement, and/or the ordinary course of its business, to identify procedures used in the treatment of patients and processing of insurance claims.

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	7/10/2024	
BOARD MEETING DATE	7/23/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Regional Planning, Public Works, Fire, Public Health, Parks and TTC	
SUBJECT	APPROVE THE USE OF THE INFORMATION TECHNOLOGY INFRASTRUCTURE FUND	
PROGRAM	EPIC-LA	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	COMPLIANCE WITH BOARD MOTION DATED JUNE 6, 2023: EXPANDING EPIC-LA TO STREAMLINE COUNTY PERMITTING AND ENTITLEMENT PROCESSES TO ADDRESS THE REGIONAL HOUSING CRISIS	
COST & FUNDING	Total cost: \$350,000	Funding source: INFORMATION TECHNOLOGY INFRASTRUCTURE FUND
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	FACILITATE ONGOING EPIC-LA GOVERNANCE WORK, DEVELOP FUTURE EPIC-LA PORTAL CAPABILITIES, IDENTIFY AND ESTABLISH PERFORMANCE METRICS AND DEVELOP INTERFACE BETWEEN EPIC-LA AND FIRE DEPARTMENT'S IMPLEMENTATION OF ACCELA SOFTWARE.	
BACKGROUND (include internal/external issues that may exist including any related motions)	FUNDING OF THIS WORK FURTHER SUPPORTS IMPLEMENTATION BY EPIC-LA DEPARTMENTS OF THE JUNE 6, 2023 BOARD MOTION DIRECTING DEPARTMENTS TO PROCEED WITH THE GARTNER STUDY RECOMMENDATIONS.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Dennis Slavin, Chief Deputy (213)974-6405, dslavin@planning.lacounty.gov	

July 23, 2024

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:

**APPROVE THE USE OF THE INFORMATION TECHNOLOGY INFRASTRUCTURE FUND
FOR GOVERNANCE SUPPORT AND ENHANCEMENTS TO ELECTRONIC PERMITTING
AND INSPECTIONS – LOS ANGELES (EPIC-LA) AND AN APPROPRIATION
ADJUSTMENT FOR FISCAL YEAR 2024-25
(ALL SUPERVISORIAL DISTRICTS – 4 VOTES)
CIO RECOMMENDATION: APPROVE (X)**

SUBJECT

The Department of Regional Planning (DRP) is requesting the Board of Supervisors' (Board) approval of an appropriation adjustment to use \$350,000 in one-time funding from the County of Los Angeles' (County) Information Technology Infrastructure Fund (ITF) to support ongoing implementations of the 2023 Gartner Study recommendations of County's Electronic Permitting and Inspections - Los Angeles (EPIC-LA) and development of data interface between Accela and EPIC-LA for the Fire Department.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and authorize the use of \$350,000 in one-time funding from the ITF for a Change Order with Gartner Consulting Incorporated (Gartner) to support ongoing implementations of the Gartner recommendations and development of an interface between Accela and EPIC-LA for the Fire Department to improve data sharing.
2. Approve a Fiscal Year 2024-25 appropriation adjustment in the Information Technology Infrastructure Fund to reallocate \$350,000 from Services and Supplies to Other Financing Uses, and increase the Regional Planning's Services and Supplies appropriation and revenue.

3. Authorize the Internal Services Department (ISD), as the County's Purchasing Agent, to execute an Enterprise Services Master Agreement (ESMA) Change Order with Gartner, in compliance with Board required ESMA guidelines.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The County's EPIC-LA is a multi-departmental program comprised of business processes, workflows, and an information technology system used to administer land development, permitting, inspections and related business functions. Feedback from EPIC-LA customers (homeowners, engineers, architects, contractors, land developers, small business developers, and other professional groups) on their experience with EPIC-LA indicated inconsistent experiences with EPIC-LA and that program processes are not easy to understand and navigate. A common theme from this customer feedback is the desire for faster and more predictable service.

In June 2021, the Board directed DRP and Department of Public Works (DPW) to engage a consultant to assess the EPIC-LA service model and provide recommendations for organizational changes, process improvements and technology improvements.

DRP and DPW collaborated with the County's Office of the Chief Information Office and other EPIC-LA departments to develop and issue a competitive solicitation through ISD's ESMA, which that led to the selection of Gartner to conduct the EPIC-LA engagement.

In February 2023, Gartner completed an ITF funded comprehensive assessment of EPIC-LA. It provided recommendations for organizational changes, process improvements and technology improvements to improve the efficiency and effectiveness of EPIC-LA operations. The initial set of recommendations was implemented, including a new Governance structure and development of a proposed centralized EPIC-LA funding model.

We are requesting Board approval for one-time funding in the amount of \$350,000 from the County's ITF to engage Gartner to support ongoing implementations of the 2023 Gartner Study recommendations per the June 2023 Board motion and development of interface for the Fire Department.

Implementation of Strategic Plan Goals

The recommended action supports County Strategic Plan Focus Area 1.C—Housing and Homelessness: Support efforts to that prevent displacement, increase access to housing stability, develop more affordable housing, sustain homeownership opportunities, and enhance the effectiveness of the County's homeless rehousing system.

FISCAL IMPACT/FINANCING

The ITF, governed by the County's Information Technology Investment Board (ITIB), was established to fund Countywide or multi-departmental technology projects that improve the

delivery of services to the public; generate operational improvements to one or more departments or programs; and improve interdepartmental or interagency collaboration.

The County's ITIB previously approved the use of \$550,000 in one-time funding from the ITF to engage Gartner to conduct an independent assessment of its EPIC-LA service model, including organization and governance, business processes, and technology.

On April 29, 2024, the County's ITIB approved the use of \$350,000 in one-time funding from the ITF to support ongoing implementations of the Gartner recommendations and development of an interface between Accela and EPIC-LA for the Fire Department to improve data sharing. This will result in increasing the contract maximum sum by \$290,000 from \$550,000 to \$840,000 and \$60,000 to fund Fire Department's interface between Accela and EPIC-LA.

Tasks	Cost
Develop Future EPIC-LA Portal Capabilities & SOW	\$ 125,000.00
Identification and establishment of department and cross-departmental performance metrics	\$ 15,000.00
EPIC-LA Steering Committee & Subcommittees Support	\$ 150,000.00
Accela and EPIC-LA data sharing interface for the Fire Department	\$ 60,000.00
Total Cost	\$ 350,000.00

Approval of the enclosed recommended appropriation adjustment in the Information Technology Infrastructure Fund will reallocate \$350,000 from Services and Supplies to Other Financing Uses and increase Regional Planning's Services and Supplies appropriation and revenue.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

There are no legal requirements prohibiting the recommended action. The terms and conditions of the ESMA have been approved by County Counsel. The contracted services are of an extraordinary, professional, or technical nature and are not restricted under Proposition A and are not subject to the Living Wage Program (County Code, Chapter 2.121).

The Master Agreement contains all the current County required provisions.

The CIO reviewed this request and recommends approval. No formal CIO Analysis is required because the CIO reviewed and approved the business case for this project, and the County's ITIB approved the ITF request on April 29, 2024.

CONTRACTING PROCESS

On May 10, 2022, ISD released a competitive ESMA-143 WO solicitation for the EPIC-LA Consulting Engagement. The solicitation was released to 42 qualified contractors on ISD's ESMA Category 1 list. ISD received qualified proposal from one contractor, Gartner. The

proposal was evaluated by an evaluation committee consisting of third-party evaluators from other county departments and Gartner was recommended for award of ESMA ESMA-143.

In February 2023, Gartner Consulting completed an ITF funded comprehensive assessment of EPIC-LA. It provided recommendations for organizational changes, process improvements and technology improvements to improve the efficiency and effectiveness of EPIC-LA operations. This initial set of recommendations was implemented, including a new Governance structure and development of a proposed centralized EPIC-LA funding model. Additional work is needed to further carry out the June 2023 Board motion and implement Gartner's recommendations necessitating the need for a Change Order for this project to be successful.

Consistent with ESMA guidelines, this serves as notification informing the Board of the intent to execute Change Order ESMA-143 in the amount of \$290,000 increasing total from \$550,000 to \$840,000 and \$60,000 to fund Fire Department's interface between Accela and EPIC-LA. ISD will proceed with the amendment of this Change Order after Board approval.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will enable DRP to support ongoing implementations of the 2023 Gartner Study recommendations and development of an interface between Accela and EPIC-LA for the Fire Department to improve data sharing.

CONCLUSION

Upon the Board's approval, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board letter to DRP.

Respectfully submitted,

AMY J. BODEK, AICP
Director of Regional Planning

PETER LOO
Acting Chief Information Office


AJB:DLS:ia


c: Sheriff
Chief Executive Office
County Counsel
Community Development Commission
Fire
Health Services
Library
Parks & Recreation
Public Works

Instructions

- Note:**
1. All data entry must be input in the "INPUT" tab.
 2. You may change the file name of this workbook to a more descriptive name, but **do not** convert from it's current file format of .xlsm.
 3. Macros must be enabled in order to make any of the changes indicated in the **Useful Tips** section below.

Sources/Uses: Enter the Financing Source information as it would appear on a Budget Adjustment (i.e. Fund, Level 1 Org, Level 2 Org (if applicable), Account, and Amount). Department Code, Budget Unit Description, and Object Category fields will automatically prepopulate. Transfers In (e.g. 9911) entries should have corresponding Other Financing Uses (6100) entries or vice versa.

Useful Tips: Double click on the  button to insert new rows below the active row.

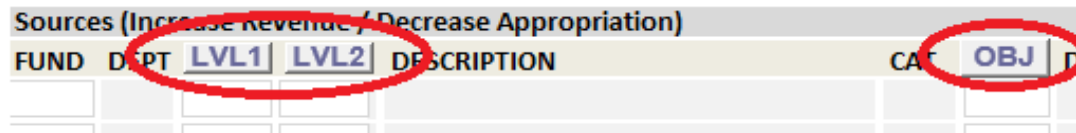
Double click on the  button to delete the active row.

Left click on the LVL1 or LVL2 buttons to add new level 1 or level 2 budget units.

The new level 1 or level 2 unit will be added to the bottom of the drop-down list.

Left click on the OBJ button to add new revenue source or balance sheet accounts.

The new code will be added to the bottom of the drop-down list.



Sources (Increase Revenue / Decrease Appropriation)							
FUND	DEPT	LVL1	LVL2	DESCRIPTION	CAT	OBJ	

If you have questions regarding the use of this Excel-based budget adjustment form, please contact Tope Okusanya at (213) 974-1325 or tokusanya@ceo.lacounty.gov. All other questions should be directed to your CEO Budget Analyst.

**STATE/SUPPLEMENTAL BUDGET REQUEST ADJUSTMENT
FY 2024-25**

7/23/2024

Cluster	FISCAL
Type of Change	BUDGET ADJUSTMENT
Department Impacted	CHIEF EXECUTIVE OFFICER
Program Impacted	INFORMATION TECHNOLOGY
Funding Type	ONE-TIME
Type of Adjustment	REVENUE OFFSET FUNDING
Change in Budgeted Positions	0
Votes	4

Justification

This adjustment reflects a shift in appropriation in the Information Technology Infrastructure Fund from Services and Supplies to Other Financing Uses, and increases Regional Planning's Services and Supplies appropriation and revenue to support ongoing implementation of the County's EPIC-LA.

Sources (Increase Revenue / Decrease Appropriation)

FUND	DEPT	LVL1	LVL2	DESCRIPTION	CAT	OBJ	DESCRIPTION	AMOUNT
B16	AO	40033		INFORMATION TECHNOLOGY INFRASTRUC		2000	SERVICES & SUPPLIES	350,000
A01	RP	19350		REGIONAL PLANNING	96	9911	OPERATING TRANSFERS IN	350,000
								700,000

Uses (Increase Appropriation / Decrease Revenue)

FUND	DEPT	LVL1	LVL2	DESCRIPTION	CAT	OBJ	DESCRIPTION	AMOUNT
B16	AO	40033		INFORMATION TECHNOLOGY INFRASTRUC		6100	OTHER FINANCING USES	350,000
A01	RP	19350		REGIONAL PLANNING		2000	SERVICES & SUPPLIES	350,000
								700,000

Appropriation	350,000
Intrafund Transfers	-
Revenue	350,000
Net County Cost	-

Explanation of change

This adjustment reflects a shift in appropriation in the Information Technology Infrastructure Fund from Services and Supplies to Other Financing Uses, and increases Regional Planning's Services and Supplies appropriation and revenue to support ongoing implementation of the County's EPIC-LA.

Manager, CEO Approval

July 23, 2024

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF CHIEF EXECUTIVE OFFICER

AUDITOR-CONTROLLER:

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

ADJUSTMENT REQUESTED AND REASONS THEREFORE

FY 2024-25

4 - VOTES

SOURCES		USES	
INFORMATION TECHNOLOGY INFRASTRUCTURE FUND		INFORMATION TECHNOLOGY INFRASTRUCTURE FUND	
B16-AO-2000-40033		B16-AO-6100-40033	
SERVICES & SUPPLIES		OTHER FINANCING USES	
DECREASE APPROPRIATION	350,000	INCREASE APPROPRIATION	350,000
REGIONAL PLANNING		REGIONAL PLANNING	
A01-RP-96-9911-19350		A01-RP-2000-19350	
OPERATING TRANSFERS IN		SERVICES & SUPPLIES	
INCREASE REVENUE	350,000	INCREASE APPROPRIATION	350,000
SOURCES TOTAL		USES TOTAL	
	\$ 700,000		\$ 700,000

JUSTIFICATION

This adjustment reflects a shift in appropriation in the Information Technology Infrastructure Fund from Services and Supplies to Other Financing Uses, and increases Regional Planning's Services and Supplies appropriation and revenue to support ongoing implementation of the County's EPIC-LA.

AUTHORIZED SIGNATURE

ALBERT NAVAS, MANAGER, CEO

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

REFERRED TO THE CHIEF EXECUTIVE OFFICER FOR---

ACTION

RECOMMENDATION

APPROVED AS REQUESTED

APPROVED AS REVISED

AUDITOR-CONTROLLER

BY

CHIEF EXECUTIVE OFFICER

BY

B.A. NO.

DATE

DATE

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	7/10/2024	
BOARD MEETING DATE	7/23/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Fire	
SUBJECT	Approval of a sole source contract with Zetron Inc. to provide dispatch console system maintenance and support services.	
PROGRAM	Various	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	Current Purchase Order for these services expires July 31, 2024.	
COST & FUNDING	Total cost: \$5,582,559.50	Funding source: District funded (independent from County General Fund)
	TERMS (if applicable): 5 years, plus two one-year extension options	
	Explanation:	
PURPOSE OF REQUEST	To establish a sole source Contract with Zetron Inc. (Zetron), to provide continued maintenance and support services for the District's dispatch console and console switch interface system (System).	
BACKGROUND (include internal/external issues that may exist including any related motions)	Zetron is the sole source manufacturer of its proprietary System. Zetron's System allows the District's dispatch console to interface and communicate with units in the field via voice or data. The System is a critical component of the District's voice communication system, which connects the District's CAD system with the voice radio system, including dispatchers in the District's communications center. The System provides mission critical radio communications for all aspects of the District's radio operations. If either the District's or the Sheriff Department's radio system fails, each department would be able to switch to the other department's core system and bring up a limited amount of radio communications.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Approval of the recommended actions is consistent with the County's Strategic Plan North Star 3.G. Internal Controls and Processes.	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Marissa Martin Jensen, ASM II, 323-881-6173, Marisa.MartinJensen@fire.lacounty.gov	



COUNTY OF LOS ANGELES FIRE DEPARTMENT



ANTHONY C. MARRONE
FIRE CHIEF
FORESTER & FIRE WARDEN

*"Proud Protectors of Life,
the Environment, and Property"*

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401
www.fire.lacounty.gov

BOARD OF SUPERVISORS
LINDSEY P. HORVATH, CHAIR
THIRD DISTRICT

HILDA L. SOLIS
FIRST DISTRICT
JANICE HAHN
FOURTH DISTRICT
HOLLY J. MITCHELL
SECOND DISTRICT
KATHRYN BARGER
FIFTH DISTRICT

July 23, 2024

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

Dear Supervisors:

APPROVAL OF A SOLE SOURCE CONTRACT WITH ZETRON INC. TO PROVIDE DISPATCH CONSOLE SYSTEM MAINTENANCE AND SUPPORT SERVICES (ALL DISTRICTS) (3 VOTES)

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

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors' (Board) approval to establish a sole source Contract with Zetron Inc. (Zetron), to provide continued maintenance and support services (Services) for the District's dispatch console and console switch interface systems (Systems).

**IT IS RECOMMENDED THAT YOUR HONORABLE BOARD, ACTING AS THE
GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF
LOS ANGELES COUNTY:**

1. Approve and instruct the Fire Chief, or his designee to sign the enclosed Contract (Enclosure A), which has been approved as to form by County Counsel, between the District and Zetron. The initial term of the contract will be for five years, and two one-year extension options, for a maximum contract term of seven years. This contract shall be effective August 1, 2024.

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

AGOURA HILLS
ARTESIA
AZUSA
BALDWIN PARK
BELL
BELL GARDENS
BELLFLOWER
BRADBURY
CALABASAS

CARSON
CERRITOS
CLAREMONT
COMMERCE
COVINA
CUDAHY
DIAMOND BAR
DUARTE

EL MONTE
GARDENA
GLEN DORA
HAWAIIAN GARDENS
HAWTHORNE
HERMOSA BEACH
HIDDEN HILLS
HUNTINGTON PARK
INDUSTRY

INGLEWOOD
IRWINDALE
LA CANADA-FLINTRIDGE
LA HABRA
LA MIRADA
LA PUENTE
LAKEWOOD
LANCASTER

LAWNDALE
LOMITA
LYNWOOD
MALIBU
MAYWOOD
NORWALK
PALMDALE
PALOS VERDES ESTATES
PARAMOUNT

PICO RIVERA
POMONA
RANCHO PALOS VERDES
ROLLING HILLS
ROLLING HILLS ESTATES
ROSEMEAD
SAN DIMAS
SANTA CLARITA

SIGNAL HILL
SOUTH EL MONTE
SOUTH GATE
TEMPLE CITY
VERNON
WALNUT
WEST HOLLYWOOD
WESTLAKE VILLAGE
WHITTIER

2. Authorize the maximum contract sum of \$5,582,559.50, including the initial contract term of five-years and two one-year extension options. The maximum contract sum is comprised of (a) base contract aggregate sum of \$3,690,754.19; (b) Pool Dollars with an aggregate sum of \$369,075.42; and (c) a hardware refresh in the amount of \$1,522,729.89.
3. Delegate authority to the Fire Chief, or his designee, to execute amendments and change notices, suspensions, or termination if deemed necessary, and in accordance with the approved contract terms and conditions in order to: (1) effectuate modifications; (2) exercise option terms; (3) add new or revised standard County contract provisions adopted by the Board, as periodically required; (4) effectuate the assignment and delegation/mergers or acquisitions provision; (5) engage Zetron to provide Optional Work (e.g., programming modifications, professional services, and acquire relevant additional hardware and software), as required by the County, using available Pool Dollars, with concurrence of the County's Office of the Chief Information Officer (OCIO), and approval as to form by County Counsel; and (6) terminate the Contract, either in whole or in part, by the provision of a 30-day written notice.
4. Find that this Contract is exempt from the provisions of the California Environmental Quality Act (CEQA).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Zetron is the sole source manufacturer of its proprietary System. Zetron does not train, certify, license, or otherwise endorse any third party to provide support, maintenance, and/or upgrade services to its dispatch technology.

Zetron's System allows the District's Dispatch Console to interface and communicate with units in the field via voice or data. The System is a critical component of the District's voice communication system, which connects the District's Computer Aided Dispatch (CAD) system with the voice radio system, including dispatchers in the District's communications center. The System provides mission critical radio communications for all aspects of the District's radio operations.

The System was instrumental in moving the District forward with the implementation of the Los Angeles Regional Interoperable Communications System by providing a modern interface that could connect and process both analog and digital radio communications systems seamlessly. In the event that either the District's or the Los Angeles County Sheriff Department's (Sheriff) radio system fails, each department would be able to switch to the other department's core system and bring up a limited amount of radio communications. This functionality provided a much needed and highly sought after failover/backup solution for both departments.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County’s Strategic Plan North Star 3.G. Internal Controls and Processes, by continually maximizing revenue, managing, and maximizing County assets, measuring impact and effectiveness of our collective efforts, and enhancing County’s fiscal strength through long-term planning. Zetron has the specialized experience, qualifications, and equipment to provide this service effectively, efficiently, and in a responsive manner that will support the District in meeting this goal.

FISCAL IMPACT/FINANCING

The District, as a Special District, is funded independently from the County’s General Fund, and relies primarily on property tax revenue to provide essential fire protection and life safety services.

The maximum contract sum for the Contract will not exceed \$5,582,559.50, which includes \$369,075.42 in Pool Dollars for any required optional work and \$1,522,729.89 for a hardware refresh to be implemented in the second year of the Contract, at the District’s sole discretion. All maintenance and support fees will be paid yearly in advance. The fees will be applied as follows:

Description of Work	Cost
Maintenance and Support – Year 1	\$ 453,297.76
Maintenance and Support – Year 2	\$ 475,962.65
Maintenance and Support – Year 3	\$ 499,760.78
Maintenance and Support – Year 4	\$ 524,748.82
Maintenance and Support – Year 5	\$ 550,986.26
Maintenance and Support – Option Year 1	\$ 578,535.57
Maintenance and Support – Option Year 2	\$ 607,462.35
Contract Sum:	\$3,690,754.19
Pool Dollars @ 10% of Contract Sum:	\$ 369,075.42
Hardware Refresh:	\$1,522,729.89
Maximum Contract Sum:	\$5,582,559.50

Sufficient funding is available in the District’s Fiscal Year 2024-25 Adopted Budget for Year 1 and the District will continue to allocate the necessary funds throughout the duration of the contract. This Contract does not include an allowance for Cost-of-Living Adjustment, as all costs for the term of this contract along with its possible extensions are included in the Contract. The allocation of Pool Dollars will be used to procure as needed goods and/or Services throughout the term of the Contract, given the potential for unforeseen circumstances or future changes to performance requirements.

There is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Zetron agrees to maintain compliance with all Board and CEO requirements throughout the term of the contract. The enclosed Contract provides that the District has no obligation to pay for expenditures incurred by Zetron beyond the contract pricing mechanisms. Additionally, Zetron will not be asked to perform services that exceed the approved scope of work or contract term.

In compliance with Board Policy 6.020, "Chief Information Office Board Letter Approval," the OCIO reviewed the information technology (IT) components (management, design, development, acquisition, expansion, or purchase of IT systems and/or related services) of this request and recommends approval. The OCIO determined this recommended action does not include any new IT items that would necessitate a formal written CIO analysis.

ENVIRONMENTAL DOCUMENTATION

This Contract will not have a significant effect on the environment; and therefore, is exempt from CEQA, pursuant to Section 15061 (b)(3) of the CEQA Guidelines.

CONTRACTING PROCESS

On May 21, 2012, the District, in a joint requisition with Sheriff, entered into an agreement with Raytheon Company (Raytheon) to purchase a new radio dispatch console. On July 20, 2016, the parties executed an amendment to memorialize the change from Raytheon's subcontractor Pantel International to Zetron.

On June 11, 2019, Zetron successfully completed the implementation of its System for the District, with the System reaching final acceptance shortly thereafter. The initial term of the maintenance agreement has run for a period of five years, from August 1, 2019, through July 31, 2024.

On November 1, 2020, the parties executed an amendment to fully transfer the novation of Raytheon's obligations and liabilities for services to Zetron. Under this amendment, Raytheon was released of all contractual obligations, including any responsibility for maintenance and support of the System.

On March 21, 2024, the District notified your Board of its intent to enter into negotiations with Zetron for a new sole source contract, pursuant to Board of Supervisors' policy 5.100, Sole Source Contracts. The Sole Source Checklist was approved by the CEO and is attached (Enclosure B).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will ensure uninterrupted Services that are critical for the continued operation of the System.

Award of this Contract will not result in the displacement of any County employees as these services are presently obtained from Zetron. The Contract will not result in a reduction of service and there is no change in risk exposure to the County.

CONCLUSION

Upon approval by your Board, please instruct the Executive Officer of the Board to return the adopted stamped Board Letter to the following:

Consolidated Fire Protection District of Los Angeles County
Executive Office - Business Operations
Attention: Marissa Martin Jensen, Administrative Services Manager II
1320 North Eastern Avenue
Los Angeles, CA 90063
Marissa.MartinJensen@fire.lacounty.gov

The District's contact may be reached at (323) 881-6173.

Respectfully submitted,

ANTHONY C. MARRONE, FIRE CHIEF

Reviewed by:

PETER LOO
ACTING CHIEF INFORMATION OFFICER

ACM:cs

Enclosures

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

CONTRACT



**CONTRACT BY AND BETWEEN
CONSOLIDATED FIRE PROTECTION DISTRICT OF
LOS ANGELES COUNTY
AND
ZETRON, INC.
FOR
ACOM DISPATCH CONSOLE SYSTEM
MAINTENANCE AND SUPPORT SERVICES**

**CONTRACT PROVISIONS
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**CONTRACT BETWEEN
THE CONSOLIDATED FIRE PROTECTION DISTRICT OF
LOS ANGELES COUNTY
AND
ZETRON INC.
FOR
ACOM DISPATCH CONSOLE SYSTEM
MAINTENANCE AND SUPPORT SERVICES**

This Contract (Contract) made and entered into this 1st day of August, 2024 by and between the Consolidated Fire Protection District of Los Angeles County (District) , and Zetron, Inc (Contractor), to provide maintenance and support Services.

RECITALS

WHEREAS, Contractor is qualified by reason of experience, preparation, equipment, organization, qualifications and staffing to provide to the District the Work contemplated by this Contract, and

WHEREAS, the District is authorized by, inter alia, California Government Code sections 26227 and 31000 to contract for goods and services, including the Work contemplated herein, and

WHEREAS, the District desires Contractor to provide maintenance and support Services, and

WHEREAS, this Contract (as defined below) is authorized pursuant to Government Code Sections 23005 and 31000 and otherwise.

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F1, G, and H1, H2, H3 and H4 are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any Task, Deliverable, goods, Service, or other Work, or otherwise between the base Contract and the Exhibits, or between Exhibits and Attachments, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits and Attachments according to the following priority.

Exhibits:

1.1 Exhibit A – Statement of Work

- 1.2 Exhibit B – Equipment List and Locations
- 1.3 Exhibit C – Service Level Agreement
- 1.4 Exhibit D – County’s Administration
- 1.5 Exhibit E – Contractor’s Administration
- 1.6 Exhibits F1 – Contractor Acknowledgement and Confidentiality Agreement
- 1.7 Exhibit G – Safely Surrendered Baby Law
- 1.8 Exhibits H1, H2, H3 and H4 – Information Security and Privacy Requirements

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No changes to this Contract will be valid unless they are prepared pursuant to Paragraph 9.0 (Amendments and Change Notices) below and duly signed by authorized representatives from both parties.

2.0 DEFINITIONS

The terms and phrases in this Paragraph 2.0 (Definitions), whether singular or plural, are listed for convenience and reference only; they are not intended to define the scope of any provision thereof. The following words as used herein and throughout will be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Acceptance:** The District’s written approval of any Tasks, subtasks, Deliverables, goods, Services or other Work, including acceptance tests and any work orders, provided by Contractor to the District pursuant to this Contract.
- 2.2 **Acceptance Criteria:** Criteria for the District’s Acceptance of Contractor’s Work under this Contract, including any work orders executed hereunder.
- 2.3 **Additional Products:** Additional components of System Software, System Hardware, and related Documentation that Contractor may provide upon the District’s request therefor in accordance with Paragraph 3.3.3 (Optional Work) of this Contract, for the System to meet existing or future Solution Requirements specified by the District, which will update Attachment B.2 (Optional Work Schedule) to Exhibit B (Equipment List and Locations). Once accepted and approved by the District, Additional Products will become part of, and be deemed, the Solution (as defined herein below) for the purpose of this Contract.
- 2.4 **Amendment:** A written instrument prepared and executed by the authorized representatives of the parties, which revises and/or adds terms and conditions to this Contract affecting the scope of Work, Term, payments or any term or condition. All Amendments must be approved and executed by the parties in accordance with Paragraph 9.0 (Amendments and Change Notices) of this Contract.
- 2.5 **Application Modifications:** Programming, Programming Modifications, Replacement Products, Software Updates, and any Additional Products that may be provided by Contractor to the District under this Contract. Once accepted and approved by the

District, Application Modifications will become part of, and be deemed, Application Software for the purpose of this Contract.

- 2.6 Baseline Software: The commercially available version(s) of Contractor's proprietary software, related Documentation, and any updates, enhancements, or new versions commercially released during this maintenance Contract, which Contractor must modify and implement as part of this Contract.
- 2.7 Business Day: Any day of eight working hours from 8:00 a.m. to 5:00 p.m. Pacific Time (PT), Monday through Friday, excluding County-observed holidays.
- 2.8 Change Notice: A written instrument prepared and executed by District Project Manager identifying any change requested by the District and or Contractor, including for acquisition of Optional Work using Pool Dollars, which does not affect the scope of work, Term, payments or any term or condition of this Contract. Any Change Notice must be executed and delivered in accordance with Paragraph 9.0 (Amendments and Change Notices) of this Contract.
- 2.9 Client Environment: The computers, including all workstations, equipment, devices and peripherals together with all associated Operating Software and Application Software connected to the Production Environment for accessing and using the Solution, including all associated System Hardware and System Software.
- 2.10 Configurations: The modifications to, or functional arrangement of, data within the Application Software and related Documentation that may be provided by Contractor to the County during this Contract or as part of Optional Work for the Solution to meet existing or future Solution Requirements specified by the County.
- 2.11 Contract Sum: The total monetary amount authorized to be payable by the District to Contractor under this Contract, as set forth in Paragraph 5.0 (Contract Sum) of this Contract. The Contract Sum cannot be adjusted for any costs or expenses whatsoever by Contractor.
- 2.12 Contract: This agreement executed between the District and Contractor. Included are all supplemental agreements amending or extending the Service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all Tasks, Deliverables, Services and other Work.
- 2.13 Contractor: The legal entity that has entered into an agreement with the District to perform or execute the Work covered by this Contract.
- 2.14 Contractor Project Manager: The person designated by Contractor to administer the Contract operations under this Contract.
- 2.15 District Materials: Has the meaning set forth in Paragraph 88.1 (District Materials) of this Contract.
- 2.16 District Project Director: The person designated by the District with authority for the District on contractual or administrative matters relating to this Contract that cannot be resolved by District Project Manager. All references here forward to District Project Director will mean, "District Project Director or their authorized designee."

- 2.17 District Project Manager: The person designated by District Project Director to manage the operations under this Contract. All references here forward to District Project Manager will mean, "District Project Manager or their authorized designee."
- 2.18 Customizations: Same as Programming or Programming Modifications made to the Baseline Software, including related Documentation, and which are provided by Contractor upon the District's request as part of this Contract or Optional Work for the Solution to meet existing or future Solution Requirements specified by the District. Customizations will become part of, and be deemed, Application Software for the purpose of this Contract.
- 2.19 Day(s): Calendar day(s) unless otherwise specified.
- 2.20 Deficiency; Deficiencies; Defect(s): Any material malfunction, error or defect in the design, development, implementation, materials, and/or workmanship; any failure to meet or comply with or deviation from Solution Requirements, Specifications, District approved Deliverables, any published and/or mutually agreed upon standards or any other representations or warranties by Contractor under this Contract regarding the Solution; and/or any other problem which results in the Solution, or any component thereof, not performing in compliance with the provisions of this Contract, including, but not limited to, the Specifications and Solution Requirements.
- 2.21 Deficiency Credits: Credits or any other form of discount to be applied to the applicable Service Fees for Contractor's failure to correct a Solution Deficiency within a prescribed period, including, but not limited to, Unscheduled Downtime or any Solution Performance Deficiency, as further specified in Exhibit C (Service Level Agreement) to this Contract.
- 2.22 Deliverable: Items and/or Services provided or to be provided by Contractor under this Contract.
- 2.23 Disaster: A catastrophic event that results in significant or potentially significant Unscheduled Downtime or disruption of the Production Environment and requires Contractor to provide Disaster Recovery as specified in Exhibit C (Service Level Agreement) to this Contract.
- 2.24 Disabling Device: Any device, method or means including, without limitation, the use of any "virus", "lockup", "time bomb", "key lock", "worm", "back door" or "Trojan Horse" device or program, or any disabling code, which has the potential or capability of compromising the security of the District's confidential or proprietary information; or of causing any unplanned interruption of; or accessibility of the Solution or any component to the District or any User, or which could alter, destroy or inhibit the use of the Solution or any component, or the data as further specified in Paragraph 11.1 (General Warranties) of this Contract.
- 2.25 Documentation: Any and all written and electronic materials provided or made available by Contractor under this Contract, including, but not limited to, documentation relating to software and hardware specifications and functions, training course materials, specifications including Solution Requirements, technical manuals, handbooks, flow charts, technical information, reference materials, user manuals, operating manuals, quick reference guides, FAQs, and all other

instructions and reference materials relating to the capabilities, operation, installation and use of the Solution and/or applicable components. Documentation in electronic form must be in Software formats acceptable to the District.

- 2.26 Fiscal Year: The 12-month period beginning July 1st and ending the following June 30th.
- 2.27 Hardware Upgrade: Any addition to, or replacement of, any component of the Solution Hardware available or made available, in order to comply with the Solution Performance Requirements, Exhibit C (Service Level Agreement), Exhibit A (Statement of Work), and/or any of the specifications set forth in this Contract.
- 2.28 Interface: The set of software mechanisms used for the transfer of electronic data and/or software commands among and between computer systems including the Solution and any interfaced system, networks, applications, modules and Users, and related Documentation, previously provided or to be provided by Contractor to the District during the entire Term of this Contract as part of Solution or Optional Work.
- 2.29 License: The terms and conditions granting the District and its Users rights to use the Application Software licensed by Contractor under this Contract as specified in Paragraph 10.2 (License) of this Contract.
- 2.30 Licensed Software: The Application Software licensed by Contractor to the District under this Contract, and related Documentation, including any pre-developed or newly developed software and other tools, Replacements Products, and any additional software.
- 2.31 Maximum Fixed Price: The maximum amount to be paid by the District to Contractor for any Optional Work approved by the District to be provided by Contractor in accordance Paragraph 3.3.3 (Optional Work) of this Contract.
- 2.32 Operating Software: Includes the operating and database software and other products which are necessary and must be provided by Contractor or the District as part of the Solution Environment.
- 2.33 Maintenance & Support (M&S): Maintenance Services and Support Services provided by Contractor in accordance with this District, as further specified in Exhibit A (Statement of Work) and Exhibit C (Service Level Agreement).
- 2.34 Optional Work: Programming Modifications, Professional Services and/or Additional Products that may be provided by Contractor to the District throughout the entire Term of this Contract upon the County's request and approval in accordance with Paragraph 3.3.3 (Optional Work) and identified appropriately in Attachment B.2 (Optional Work Schedule) to Exhibit B (Equipment List and Locations).
- 2.35 Performance Deficiency: The Solution not meeting any one of the Solution Performance Requirements set forth in Exhibit C (Service Level Agreement) to this Contract.
- 2.36 Pool Dollars: The amount allocated under this Contract for the provision by Contractor of Optional Work throughout the entire Term of this Contract.

- 2.37 Professional Services: Includes training, consulting Services, programming and/or other Services requiring professional expertise that Contractor may provide upon the District's request in the form of Optional Work in accordance with Paragraph 3.3.3 (Optional Work) of this Contract.
- 2.38 Programming Modifications: Modifications to Application Software, including Configurations, Customizations and Interfaces, and related Documentation that Contractor will provide throughout the entire Term of this Contract, upon the District's election, for the Solution to meet existing or future Requirements specified by the District or other governing bodies. Once accepted and approved by the District, all Programming Modifications will become part of, and be deemed, Application Software for the purpose of this Contract.
- 2.39 Project: The maintenance and support for the Solution, and any other related Work provided by Contractor in accordance with the terms of this Contract.
- 2.40 Replacement Product: Any software or maintained hardware product for which Contractor may replace any or all components of the Licensed Software or hardware during the Term of this Contract, as further specified in Paragraph 11.4 (Continuous Product Support) of this Contract.
- 2.41 Service Fees: Includes the fees to be paid by the District to Contractor for the provision of M&S Services under this Contract in accordance with the terms of this Contract, including Exhibit C (Service Level Agreement) to this Contract.
- 2.42 Service Levels: Contractor's Service obligations to the District during Production Use of the Solution as specified in Exhibit C (Service Level Agreement) to this Contract.
- 2.43 Services: Work related to M&S, any Work that is part of Optional Work, and any other Work that may be provided by Contractor under this Contract.
- 2.44 Software Updates: Includes any additions to and/or replacements to the Solution Software, available or made available, and will include all Application Software and firmware performance and functionality enhancement releases, new Version Releases, Solution Software upgrades, improvements, interim updates, including fixes and patches, Deficiency corrections, and any other modifications to the Application Software, including, but not limited to, those required for the Solution to remain in compliance with applicable federal and state laws and regulations and the terms of this Contract, provided by Contractor in accordance with Exhibit A (Statement of Work) and Exhibit C (Service Level Agreement) to this Contract, with all respective Attachments and Schedules thereto.
- 2.45 Solution: The combination of the software, hardware, and tools which comprise the Solution Environment, provided by Contractor to the District to meet the Solution Requirements.
- 2.46 Solution Availability: During any calendar month wherein, the Solution is not experiencing Scheduled or Unscheduled Downtime, as described in Exhibit C (Service Level Agreement).

- 2.47 Solution Environment: The architectural and operational environments, whether cloud-based or utilizing hardware owned by the District and installed by the Contractor, for the Solution provided to the County as part of this agreement. This includes, but is not limited to, the Production Environment, Test Environment, and Client Environment, along with any related documentation.
- 2.48 Solution Hardware: All hardware that is part of the Solution and provided by Contractor to the District pursuant to this Contract, and related Documentation, all of which is provided, maintained, and supported by Contractor under this Contract.
- 2.49 Solution Software: All System Software and firmware that is part of the Solution provided by Contractor pursuant to this Contract, and related Documentation, including Application Software and Operating Software.
- 2.50 Statement of Work: The directions, provisions, and requirements provided herein as Exhibit A (Statement of Work), and special provisions herein and therein pertaining to the method, frequency, manner, and place of performing the Services described in the Contract.
- 2.51 System: The hardware, software and data comprising the Solution (whether cloud-based and/or Contractor-installed County-owned hardware), including, but not limited to, the System Hardware, System Software and System data, provided by Contractor or the District in accordance with the applicable system design Documentation or as detailed in Exhibit A (Statement of Work), and the terms of this Contract.
- 2.52 System Hardware: All computer servers, networking equipment, connectivity hardware, and storage racks as applicable, and any related Documentation, provided by Contractor or the District for the Solution.
- 2.53 System Software: All Application Software and Operating Software, and related Documentation, provided by Contractor to the District as part of the Solution, this Contract, and residing in the Solution Environment, and does not include the firmware.
- 2.54 Task; Subtask: One of the areas of Work to be performed under this Contract.
- 2.55 Technology Refresh: Has the meaning set forth in Paragraph 3.5 (Technology Refresh) to this Contract.
- 2.56 Term: Has the meaning set forth in Paragraph 4.0 (Term of Contract) of this Contract.
- 2.57 Third-Party Software: Any software of third parties that may be provided, maintained and/or supported by Contractor under this Contract as part of the Solution, including Application Software and Operating Software provided by third parties.
- 2.58 Unscheduled Downtime: The period during which a Solution component cannot be accessed due to a Deficiency, as further specified in Exhibit A (Statement of Work) and/or Exhibit C (Service Level Agreement) to this Contract.

- 2.59 User: Any person authorized by the District to access or use the Solution in accordance with this Contract.
- 2.60 Version Release: Contractor's Application Software major version upgrade which may contain new software functionalities and features and/or System compatibilities.
- 2.61 Work: All Tasks, Subtasks, Deliverables, goods, Services, and other Work provided, or to be provided, by or on behalf of Contractor pursuant to this Contract, including Solution components, M&S Services, and Optional Work.
- 2.62 Work Product: Any intellectual property, including concepts, ideas, methods, methodologies, procedures, processes, know-hows, techniques, inventions, analysis frameworks, software, models, Documentation, templates, User Interfaces and screen designs, utilities, routines, and tools, that was developed by Contractor prior to performance or independent of this Contract, as further specified in Paragraph 10.1.4 (Work Product) of this Contract.
- 2.63 County: Los Angeles County
- 2.64 District: The Consolidated Fire Protection District of Los Angeles County; a Special District of and within Los Angeles County

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, Contractor must fully perform, complete, and deliver on time, all Tasks, Deliverables, Services and other Work as set forth in herein.
- 3.2 If Contractor provides any Tasks, Deliverables, goods, Services, or other Work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of Contractor, and Contractor will make no claim whatsoever against the District.

3.1 Scope of Work

3.1.1 Solution Components

Contractor must provide to the District: (i) Licenses to all Solution Software provided hereunder, Third-Party Software, Application Software, and Operating Software, and (ii) ownership of, and other proprietary rights to, all Solution Hardware, including, but not limited to, System Hardware and Hardware Upgrades, all as necessary for the Solution to meet all Solution Requirements and the Specifications under this Contract as such may be revised during the Term of this Contract, and in accordance with the provisions of Paragraph 10.0 (Ownership and License) of this Contract.

3.1.2 Maintenance and Support (M&S)

Contractor must provide to the District M&S in accordance with this Contract, Exhibit A (Statement of Work), Exhibit C (Service Level Agreement) and all Attachments thereto. M&S Support obligations will survive until the termination or expiration of this Contract.

3.1.3 Optional Work

Upon the District written request, but contingent upon the mutual execution of a Change Notice pursuant to the terms of this Contract under Paragraph 9.0 (Amendments and Change Notices), Contractor must provide Optional Work, including Programming Modifications, Additional Products, Training, and/or hardware installation and configurations Services, in accordance with this Paragraph 3.3.3 (Optional Work) and Exhibit A (Statement of Work) to this Contract. Programming Modifications and Additional Products, and training will only include those products and services relating to the requirements which were not reflected in the Specifications and/or Solution Requirements on the Effective Date, as determined by District Project Director or authorized designee. Future hardware purchases, installation, and configuration services for the two-year anniversary Technology Refresh (see Paragraph 3.5 below) must be delivered by Contractor as Optional Work pursuant to an executed Change Notice or Amendment.

Upon the District's request and Contractor's concurrence to provide the Optional Work, Contractor must provide to the District within ten (10) Business Days of such request, or such longer period as agreed to by the parties, a proposed work order including, if necessary, any supporting documentation, and a quote for a Maximum Fixed Price calculated in accordance with the applicable fixed hourly rate set forth in Attachment B.1 (Price Sheet) to Exhibit B (Equipment List and Locations) to this Contract. Contractor's quotation will be valid for a minimum ninety (90) Days from submission. Contractor must commence the Optional Work following agreement by the parties with respect to such scope of Optional Work and the Maximum Fixed Price, utilizing a Change Notice pursuant to Paragraph 9.0 (Amendments and Change Notices) of this Contract. Upon completion of Optional Work by Contractor, and approval by the District in accordance with the terms of this Contract, Attachment B.2 (Optional Work Schedule) to Exhibit B (Equipment List and Locations) will be updated accordingly to add the items of such completed and approved Optional Work.

Upon completion by Contractor and approval by the District of Optional Work: (i) any Programming Modifications and/or Additional Products provided by Contractor in the form of Optional Work will become part of and be incorporated into the Solution; (ii) additional/new Solution Hardware will become part of and be incorporated into the Solution Environment; and (iii) the Solution Requirements and specifications will be updated to include the new and/or updated requirements, specifications, and/or Additional Products, as applicable, as a result of such Optional Work.

Optional Work may be performed by Contractor: 1) at no additional cost to the District as part of M&S, or 2) at the applicable pricing terms set forth in Attachment B.1 (Price Sheet) to Exhibit B (Equipment List and Locations) to this Contract, payable by the District utilizing Pool Dollars. Absent an Amendment in accordance with Paragraph 9.0 (Amendments

and Change Notices), the Pool Dollars are the aggregate amount available during the Term of this Contract for Optional Work.

Delivered products resulting from Optional Work provided by Contractor may increase M&S fees under this Contract if the Optional Work results in more required maintenance from Contractor based on the increased number of ACOM sites.

Any Change Notice and resultant work order executed pursuant to this Paragraph 3.3.3 (Optional Work) prior to the expiration of this Contract, will survive this Contract as though this Contract remained in full force and effect. The expiration of this Contract will not relieve Contractor of its obligation to perform Optional Work resulting from such work order.

3.2 Addition And Deletion of Hardware

3.2.1 Contractor agrees that any addition or deletion of hardware in Exhibit B (Equipment List and Locations) to this Contract, as solely determined by District Project Manager, requires a Change Notice.

3.2.2 Any added hardware must be invoiced at the equipment unit prices stated in Attachment B.1 (Price Sheet) to Exhibit B (Equipment List and Locations) to this Contract.

3.3 Technology Refresh

3.3.1 The parties will agree to a Technology Refresh which will, among other things, be devised to minimize disruption to District operations. The Technology Refresh is intended to update key solution components (Hardware/Software) with the most contemporaneous and advanced technologies currently available.

3.3.2 Upon completion of the second year of this Contract, following the Effective Date of this Contract, the District will have the option to initiate a Hardware refresh (Technology Refresh) of the ACOM System, provided by Contractor, subject to the availability and approval of the necessary funding. The District must notify Contractor in writing at least ninety (90) Days prior to the desired Technology Refresh date, confirming the availability and approval of the required funding for the Technology Refresh. Should the District elect not to proceed with the Technology Refresh, Contractor will not be liable for any System failures or performance issues arising from the continued use of the existing Hardware beyond the second-year anniversary period. Additionally, should the District elect not to proceed with the Technology Refresh, the parties agree to meet in good faith to discuss and negotiate suitable adjustments to the metric specified in Exhibit C (Service Level Agreement) to this Contract, to reflect the extended use of the Hardware. Presuming this Contract has been extended beyond the current Term by the District, a Technology Refresh will be implemented every five years thereafter. Notwithstanding, the District makes no guarantee that the Technology Refresh(es) will occur, nor

does the District guarantee that the Technology Refresh will be conducted in one single deployment during the Term of this Contract.

- 3.3.3** The cost for the Technology Refresh will be borne by the District by means of an approved and executed Change Notice or Amendment. Contractor must secure the most cost-effective pricing for the Technology Refresh, minus any bulk purchase discounts as applicable, plus a not-to-exceed 15% markup for handling (e.g., purchasing and administration, setup/configuration, and removal of old replacement hardware). The not-to-exceed 15% markup is calculated based on actual equipment/software costs prior to the inclusion of sales/use tax.
- 3.3.4** Contractor must ensure that all key Solution components (hardware/software) for both the primary and secondary data centers remain under manufacturer and/or extended warranty throughout the entire Term of the Contract. Any Work performed as a result of Contractor's failure to procure and maintain warranties for all key Solution components, will not be billable to the District.
- 3.3.5** The District and Contractor agree that Contractor will not be subject to credits (refer to Paragraph 4.0 (Resolution of Deficiencies) of Exhibit C (Service Level Agreement) for any Downtime resulting from any Technology Refresh, provided Contractor is fully compliant with the agreed-upon processes.

3.4 Testing of Work

Contractor must conduct all appropriate testing of the Solution before providing any Work hereunder, including Optional Work, to ensure the Solution's continued compliance with all Solution Requirements set forth in this Contract. The Solution must be free of any material Deficiencies and Optional Work meets the requirements of the applicable work order. Solution tests must test, among others, the Solution's functionality, integration and interfacing, volume endurance, and System performance.

3.5 Integration/Interfacing

From time to time, Contractor may be responsible for developing and incorporating into the Solution, Application Modifications in the form of Optional Work. If such Application Modifications are to be integrated and/or interfaced with other software and/or systems by Contractor or at the direction of Contractor, the Application Modifications will not be deemed accepted by the District until the Application Modifications and such other systems have been successfully integrated and interfaced, as applicable, in accordance with the terms of this Contract. Contractor will neither assert or obtain any ownership interest in any other systems merely because they were interfaced, integrated or used with the Solution.

3.6 Approval of Work

All Tasks, Subtasks, Deliverables, and other Work provided by Contractor under this Contract must have the District's prior written approval from District Project Director. In no event will the District be liable or responsible for any payment prior to such

written approval. Furthermore, the District reserves the right to reject any Work not approved by the District.

If Contractor provides any Tasks, Subtasks, Deliverables, goods, Services, or other Work to the District other than those specified in this Contract, or if Contractor provides such items requiring the District's prior written approval without first having obtained such written approval, the same will be deemed to be a gratuitous effort on the part of Contractor, and Contractor will not assert any claim whatsoever against the District.

3.7 No Offshore Work

Contractor warrants: (i) that all Services will be performed and rendered within and from within the United States, and (ii) that Contractor must not transmit or make available any of the District's Confidential Information, the District's intellectual property or any District property, including District Materials, to any entity or individual outside the continental United States.

Specifically, no Programming Modifications for the District, including Customizations, Configurations, and Interfaces, may be developed, or provided by personnel on behalf of Contractor outside or from outside the United States. Contractor may perform Services relating to standard product development or revisions, if such Services are provided without, or do not require access to, County's Confidential Information, District's intellectual property, or any District property including District Materials, outside or from outside the United States.

4.0 TERM OF CONTRACT

4.1 The Term of this Contract will be for five (5) years commencing after execution by the Board, unless sooner terminated or extended, in whole or in part, as provided in this Contract (Initial Term). At the end of the Initial Term, the District may, at its sole option, extend the Term of this Contract for two (2) one-year periods (Option Terms), subject to, among others, the District's right to terminate earlier for convenience, non-appropriation of funds, default of Contractor, substandard performance of Contractor, non-responsibility of Contractor and any other term or condition of this Contract providing for early termination of this Contract by the District. The District will be deemed to have exercised each option automatically, without further act, unless no later than thirty (30) Days prior to the expiration of each Option Term, the District notifies Contractor in writing that it elects not to extend this Contract pursuant to this Paragraph 4.0 (Term of Contract). If the District elects not to exercise its option to extend at the end of the Initial Term, this Contract will expire.

The District maintains a database that tracks/monitors Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the District will exercise any Contract term extension options.

4.2 Notice of Expiration

Contractor must notify the District when this Contract is within six months from the expiration of the Term. Upon occurrence of this event, Contractor must send written

notification to District Project Director at the address set forth in Exhibit D (District's Administration) to this Contract.

5.0 CONTRACT SUM

5.1 Maximum Contract Sum

The Maximum Contract Sum under this Contract will be the total monetary amount payable by the District to Contractor for supplying all the Tasks, Subtasks, Deliverables, goods, Services, and other Work required or requested by the District under this Contract.

The Maximum Contract Sum, including all applicable taxes, authorized by District hereunder, will not exceed \$5,582,559.50, as described in the table below:

Description of Work	Cost
Maintenance and Support – Year 1	\$ 453,297.76
Maintenance and Support – Year 2	\$ 475,962.65
Maintenance and Support – Year 3	\$ 499,760.78
Maintenance and Support – Year 4	\$ 524,748.82
Maintenance and Support – Year 5	\$ 550,986.26
Maintenance and Support – Option Year 1	\$ 578,535.57
Maintenance and Support – Option Year 2	\$ 607,462.35
Contract Sum:	\$3,690,754,.19
Pool Dollars @ 10% of Contract Sum:	\$ 369,075.42
Hardware Refresh	\$1,522,729.89
Maximum Contract Sum:	\$5,582,559.50

The Contract Sum will remain firm and fixed for the Term of this Contract, unless modified pursuant to a duly approved Amendment to this Contract by the District's and Contractor's authorized representatives pursuant to Paragraph 9.0 (Amendments and Change Notices) of this Contract.

The Maximum Contract Sum under this Contract will provide for all authorized payments the District may make to Contractor for all Work provided by Contractor.

5.1.1 Written Approval for Reimbursement

Contractor is not entitled to payment or reimbursement for any Tasks or Services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as explicitly specified herein. Assumption or takeover of any of Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than Contractor, whether through assignment, Subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, must not occur without the District's express prior written approval.

5.1.2 Notification of 75% of Total Contract Sum

Contractor must maintain a system of record keeping that will allow Contractor to determine when it has incurred 75% of the total Contract Sum, including Pool Dollar expenditures, authorized under this Contract. Upon occurrence of this event, Contractor must send written notification to the Department at the address herein provided in Exhibit D (District's Administration) to this Contract.

5.1.3 No Payment for Services Provided Following Expiration/Termination of Contract

Contractor may not assert any claims against the District for payment of any money or reimbursement, of any kind whatsoever, for any Service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it must immediately notify District and must immediately repay all such funds to the District. Payment by the District for Services rendered after expiration-termination of this Contract will not constitute a waiver of the District's right to recover such payment from Contractor. This provision will survive the expiration or other termination of this Contract.

6.0 INVOICES AND PAYMENTS

6.1 Invoices

Contractor must invoice the District in accordance with Attachment B.1 (Price Sheet) to Exhibit B (Equipment List and Locations) to this Contract: (i) for M&S, the annual fee to be paid in advance for Service fees; and (ii) for Optional Work, the actual price expended by Contractor for such Optional Work using Pool Dollars, which must not exceed the Maximum Fixed Price quoted for such Optional Work, following Contractor's completion and the District's written approval of the Optional Work.

6.1.1 Submission of Invoices

Contractor's invoice must include the charges owed to Contractor by the District under the terms of this Contract as provided in Attachment B.1 (Price Sheet) to Exhibit B (Equipment List and Locations) to this Contract. All invoices and supporting documents under this Contract must be submitted to the following:

1. Bryan Webb, District Project Manager
Email: Bryan.Webb@fire.lacounty.gov

Nicholas Berkuta, District Project Director
Email: Nicholas.Berkuta@fire.lacounty.gov

for review and approval of all invoices; and

2. Fire-InvoiceSubmission@fire.lacounty.gov for payment of all invoices.

6.1.1.1 Invoice Details

6.1.1.2 Each invoice submitted by Contractor must indicate, at a minimum:

- a. Contract Name and Number;
- b. The Tasks, SubTasks, Deliverables, goods, Services or other Work for which payment is claimed, including M&S Services and any Optional Work;
- c. The price of such Tasks, SubTasks, Deliverables, goods, Services or other Work calculated based on the pricing terms set forth in Attachment B.1 (Price Sheet) to Exhibit B (Equipment List and Locations) to this Contract, or the work order including the Maximum Fixed Price, as applicable;
- d. If applicable, the date of written approval of the Tasks, SubTasks, Deliverables, goods, Services or other Work by District Project Director;
- e. Indication of any applicable withhold or Holdback amounts for payments claimed or reversals thereof;
- f. Indication of any applicable credits due to the District under the terms of this Contract or reversals thereof;
- g. If applicable, a copy of any required Acceptance Certificates signed by District Project Director; and
- h. Any other information required by District Project Director.

6.1.1.3 Approval of Invoices

All invoices submitted by Contractor to the District for payment must have the District's written approval as provided in this Paragraph 6.1.1.2, which approval will not be unreasonably withheld. In no event will the District be liable or responsible for any payment prior to such written approval.

6.1.1.4 Invoice Discrepancies

District Project Director will review each invoice for any discrepancies and will, within thirty (30) Days of receipt thereof, notify Contractor in writing of any discrepancies found upon such review and submit a list of disputed charges. Contractor must review the disputed charges and send a written explanation detailing the basis for the charges within thirty (30) Days of receipt of the District's notice of discrepancies and disputed charges. If District Project Director does not receive a written explanation for the charges within such 30-Day period, Contractor will have waived its right to justify the original invoice amount, and the District, in its sole discretion, will determine the amount due, if any, to Contractor and pay such amount in satisfaction of the disputed invoice, subject to the Dispute Resolution Procedure set forth in this Contract.

All District correspondence relating to invoice discrepancies will be sent by email, followed by hard copy, directly to District Project Manager with a copy to District Project Director at the addresses specified in Exhibit D (District's Administration) to this Contract.

6.1.2 Delivery of System Software

It is the intent of the parties that if any System Software or Documentation provided by Contractor under this Contract, including any product of M&S Services and any Optional Work, is delivered to the District, such System Software and Documentation will be delivered: (i) in an electronic format (i.e., via electronic mail or internet download) or (ii) personally by Contractor staff who must load such System Software and Documentation onto the District's hardware, but who will retain possession of all originals and copies of such tangible media (e.g., USB, printed manuals, external hard drive) used to deliver the System Software and Documentation to the District.

Any System Software and Documentation that is provided or delivered by Contractor to the District in a tangible format will be F.O.B. Destination. The Contract Sum shown in Paragraph 5.1 (Maximum Contract Sum) above, includes all amounts necessary for the District to reimburse Contractor for all transportation and related insurance charges, if any, on System Software Components and Documentation procured by the District from Contractor pursuant to this Contract. All transportation and related insurance charges, if any, will be paid directly by Contractor to the applicable carrier. Contractor is solely liable and responsible for, and must indemnify, defend, and hold harmless the District from, any and all such transportation and related insurance charges.

6.1.3 Delivery of System Hardware

It is the intent of the parties that all System Hardware or Documentation provided by Contractor under this Contract is provided or delivered by Contractor to the District F.O.B. Destination. Hardware delivery, set-up, installation, configuration, and optimization services are provided by Contractor to the District as specified in Exhibit A (Statement of Work).

The Contract Sum shown in Paragraph 5.1 (Maximum Contract Sum) above includes all amounts necessary for the District to reimburse Contractor for all transportation and related insurance charges, if any, for all System Hardware Components and Documentation procured by the District from Contractor pursuant to this Contract. All transportation and related insurance charges, if any, must be paid directly by Contractor to the applicable carrier. Contractor is solely liable and responsible for, and must indemnify, defend, and hold harmless the District from, any and all such transportation and related insurance charges.

6.1.4 Sales/Use Tax

The Contract Sum shown in Paragraph 5.0 (Contract Sum) above, will be deemed to include all amounts necessary for the District to reimburse

Contractor for all applicable California and any other applicable state and local sales/use taxes on all Solution components and other Work provided by Contractor to the District pursuant to or otherwise due as a result of this Contract, including, but not limited to, any product of the Solution, M&S Services and any Optional Work, to the extent applicable. All California sales/use taxes must be paid directly by Contractor to the State or other taxing authority.

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

6.1.5 Payments

Provided that Contractor is not in default under any provision of this Contract, the District will pay all invoice amounts to Contractor within 30 Days of receipt of invoices that have not been disputed in accordance with Paragraph 6.1.1.3 (Invoice Discrepancies) above. The District's failure to pay within the 30-Day period, however, will not be deemed as automatic invoice approval or Acceptance by the District of any deliverable for which payment is sought, nor will it entitle Contractor to impose an interest or other penalty on any late payment.

6.1.6 District's Right to Withhold Payment

Notwithstanding any other provision of this Contract, and in addition to any rights of the District given by law or provided in this Contract, the District may upon written notice to Contractor withhold payment for any deliverable while Contractor, with no fault of the District, is in default hereunder or default related to Work.

6.1.7

Contractor must invoice the District only for the Tasks, Deliverables, goods, Services, and other Work specified in Exhibit A (Statement of Work), and elsewhere hereunder. Contractor will prepare invoices, which must include the charges owed to Contractor by the District under the terms of this Contract. Contractor's payments will be as provided in Attachment B.1 (Price Sheet) to Exhibit B (Equipment List and Locations) to this Contract, and Contractor must be paid only for the Tasks, Deliverables, goods, Services, and other Work approved in writing by the District. If the District does not approve Work in writing no payment will be due to Contractor for that Work.

- 6.1.8 Contractor's invoices must be priced in accordance with Attachment B.1 (Price Sheet) to Exhibit B (Equipment List and Locations) to this Contract.
- 6.1.9 Contractor's invoices must contain the information set forth in Exhibit A (Statement of Work), describing the Tasks, Deliverables, goods, Services, Work hours, facility and/or other Work for which payment is claimed.
- 6.1.10 Local Small Business Enterprises – Prompt Payment Program (if applicable)

Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for Services they provide to County departments. Prompt payment is defined as 15 Days after receipt of an undisputed invoice.

6.2 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

- 6.2.1 The County has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County will be Electronic Funds Transfer (EFT) or direct deposit unless an alternative method of payment is deemed appropriate by the County Auditor-Controller (A-C).
- 6.2.2 Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 6.2.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 6.2.4 At any time during the duration of this Contract, Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business, or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve any exemption requests.

7.0 ADMINISTRATION OF CONTRACT – DISTRICT

7.1 District's Administration

All persons administering this Contract on behalf of the District are identified in Exhibit D (District's Administration) to this Contract. Unless otherwise specified, reference to each of the persons listed in Exhibit D (District's Administration) to this Contract, will also include any authorized designee. The District will notify Contractor in writing of any change in the names and/or addresses of the persons listed in Exhibit D (District's Administration) to this Contract.

No member of the District is authorized to make any changes in any of the terms and conditions of this Contract other than those specifically authorized under Paragraph 9.0 (Amendments and Change Notices) below.

7.2 District's Personnel

7.2.1 District Project Director

District Project Director will be responsible for ensuring that the objectives of this Contract are met and for overseeing the Contract in general. District Project Director will have the right at all times to inspect any and all Work provided by or on behalf of Contractor.

7.2.2 District Project Manager

District Project Manager will be responsible for ensuring that the technical, business, and operational standards and requirements of this Contract are met. District Project Manager will interface with Contractor's Project Manager on a regular basis. District Project Manager will report to District Project Director regarding Contractor's performance with respect to business and operational standards and requirements of the Contract. Unless specified otherwise, District Project Manager will be the presumptive designee of District Project Director.

7.3 District Personnel, Other

All District personnel assigned to this Contract will be under the exclusive supervision of the District. Contractor understands and agrees that all such District personnel are assigned only for the convenience of the District. Contractor hereby represents that its price and performance hereunder are based solely on the Work of Contractor's personnel, except as otherwise expressly provided in this Contract.

8.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

8.1 Contractor's Administration

All persons administering this Contract on behalf of Contractor and described in this Paragraph 8.0 (Administration of Contract – Contractor) are identified in Exhibit E (Contractor's Administration) to this Contract. All staff employed by and/or on behalf of Contractor, including the persons listed in such Exhibit E (Contractor's Administration) to this Contract, must be adults who are 18 years of age or older, authorized to work in the United States, and fully fluent in both spoken and written English. Contractor must notify the District in writing of any change in the names and/or addresses of Contractor Personnel.

8.2 Contractor's Personnel

8.2.1 Contractor's Project Director

Contractor's Project Director is responsible for Contractor's performance of all Work and ensuring Contractor's compliance with this Contract. Contractor's Project Director must meet and confer with District Project Director on a regular basis as required by the District and specified in Exhibit A (Statement of Work) to this Contract, regarding the overall maintenance of the System. Such meetings will be conducted via teleconference or in person at a time and place agreed to by District Project Director and Contractor's Project Director.

8.2.2 Contractor's Project Manager

Contractor's Project Manager must be responsible for Contractor's day-to-day activities as related to this Contract and for reporting to the District. Contractor's Project Manager must communicate with District Project Manager on a regular basis and must be available during Business Days, or as otherwise required by the District and this Contract, to teleconference and/or to meet with District personnel regarding the operation of this Contract, as required by District Project Director. Contractor's Project Director must meet and confer with District Project Director on a regular basis, at least weekly or as otherwise required by the District. Such meetings will be conducted via teleconference or in person at a time and place agreed to by the parties.

8.3 Approval of Contractor's Staff

8.3.1 In fulfillment of its responsibilities under this Contract, Contractor must only utilize, or permit the utilization of, staff who are fully trained and experienced, and as appropriate, licensed or certified in the Tasks required by this Contract. Contractor must provide sufficient personnel to fulfill its responsibilities in a timely and efficient manner as out.

8.3.2 The District will have the right to approve or disapprove each member or proposed member of Contractor's key staff providing Services or on-site Work to the District under this Contract or with access to any District data or information, including District's Confidential Information, System Data and other District Materials, prior to and during their performance of any Work hereunder, as well as to approving or disapproving any proposed deletions from or other changes in such Contractor key staff. District Project Manager, exercising reasonable discretion may require replacement of any member of Contractor key staff performing or offering to perform Work hereunder. Contractor must provide the District with a resume of each proposed initial key staff member as well as a proposed substitute, and an opportunity to vet any such person prior to performance of any Work hereunder. Contractor has 30 Days from the date of the District's written request to replace such key staff.

8.3.3 In addition, Contractor must provide to District Project Director an executed Confidentiality and Assignment Agreement [refer to Exhibit F2 (Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement) to this Contract], for each member of Contractor's key staff performing Work under this Contract on or immediately after the effective date, but in no event later than the date such member of Contractor key staff first performs Work under this Contract.

8.3.4 Contractor must, to the maximum extent possible, take all necessary steps to ensure continuity over time of the membership of the group constituting Contractor key staff. Contractor must promptly fill any Contractor key staff vacancy with personnel having qualifications (i.e.,

relevant experience) at least equivalent to those of Contractor key staff member(s) being replaced.

- 8.3.5** In the event Contractor should ever need to remove any member of Contractor key staff from performing Work under this Contract, Contractor must provide the District with notice at least 15 Days in advance, except in circumstances when such notice is not possible, and must work with District on a mutually agreeable transition plan to provide an acceptable replacement and ensure project continuity. Should the District be dissatisfied with any member of Contractor staff during the Term of this Contract, Contractor must replace such person with another whose qualifications satisfy the District.

8.4 Contractor's Staff Identification

- 8.4.1** All Contractor staff, including Subcontractors and agents, who successfully complete a background investigation, as set forth in Paragraph 8.5 (Background and Security Investigations) below, will be issued a photo identification badge by the Department. Contractor staff will prominently display this identification badge on the upper part of the body when entering any County facility or grounds.
- 8.4.2** Contractor must notify the District within one Business Day when staff is terminated from Work under this Contract. Contractor is responsible for retrieving and immediately destroying the staff's District-specified photo identification badge at the time of removal from Work under this Contract, if applicable.
- 8.4.3** If the District requests the removal of Contractor's staff, Contractor must retrieve and immediately destroy Contractor staff's District photo identification badge at the time of removal from Work under this Contract.
- 8.4.4** Contractor will be responsible for costs associated with any lost or stolen identification badge(s).

8.5 Background and Security Investigations

- 8.5.1** Key staff, and any Contractor staff, with access to the County network or data under this Contract must undergo and pass, to the satisfaction of the District, a background investigation as a condition of beginning and continuing Work under this Contract.

Such background investigation will be administered by the Department. The background investigation will be obtained through fingerprints submitted to the California Department of Justice to include state, local and federal-level review, which may include but not be limited to, criminal conviction information.

- 8.5.2** District Project Director will schedule background investigations with the Department's Civilian Backgrounds Unit. All fees associated with obtaining the background information are borne by Contractor regardless of whether Contractor's staff passes or fails the background clearance investigation.

- 8.5.3** The District may immediately, in its sole discretion, deny or terminate all access to both physical facilities and County systems and/or data, to any Contractor's staff, including Subcontractor staff, who do not pass such background investigation(s) to the satisfaction of the District and/or whose background or conduct is incompatible with District's facility access.
- 8.5.4** Disqualification, if any, of Contractor's staff, including Subcontractors' staff, pursuant to this Paragraph 8.5 (Background and Security Investigations) will not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Contract.

8.6 Rules and Regulations

During the time when Contractor's employees, Subcontractors or agents are at County facilities, such persons will be subject to the applicable rules and regulations of County facilities. It is the responsibility of Contractor to acquaint such persons, who are to provide Work, with such rules and regulations. In the event that the District determines that an employee, Subcontractor or agent of Contractor has violated any applicable rule or regulation, the District will notify Contractor, and Contractor must undertake such remedial or disciplinary measures as Contractor determines appropriate. If the problem is not thereby corrected, then Contractor must permanently withdraw its employee, Subcontractor or agent from the provision of Work upon receipt of written notice from the District that: (i) such employee, Subcontractor or agent has violated such rules or regulations; or (ii) such employee's, Subcontractor's or agent's actions, while on County premises, indicate that the employee, Subcontractor or agent may adversely affect the provision of Work. Upon removal of any employee, Subcontractor or agent, Contractor must immediately replace the employee, Subcontractor or agent and must continue uninterrupted Work hereunder.

9.0 AMENDMENTS AND CHANGE NOTICES

9.1 General

No representative of either the District or Contractor, including those named in this Contract, is authorized to make any changes to any of the terms, obligations, or conditions of this Contract, except through the procedures set forth in this Paragraph 9.0 (Amendments and Change Notices). Any changes to this Contract, including any portion of the Work provided under this Contract, will be accomplished only as provided in this Paragraph 9.0 (Amendments and Change Notices).

9.2 Amendments

Except as otherwise provided in this Contract, for any change requested by the District which materially affects the scope of Work, Term, payments or any other material term or condition included in this Contract, an Amendment to this Contract must be executed by the County Board of Supervisors and Contractor's authorized representative(s).

Notwithstanding the foregoing, the Fire Chief or his authorized designee, is specifically authorized to issue Contract non-renewal notices for the option terms.

Furthermore, the Fire Chief is specifically authorized to prepare and execute Amendments on behalf of the District to: (i) effectuate modifications, which do not materially affect any term of the Contract, (ii) exercise option terms, (iii) add new or revised standard County contract provisions adopted by the Board, as periodically required, (iv) effectuate the assignment and delegation/mergers or acquisitions provision, (v) engage Contractor to provide Optional Work (e.g., programming modifications, professional services, and acquire relevant additional hardware and software), as required by the District, using available Pool Dollars, with concurrence of the County's Office of the Chief Information Officer (OCIO), and approval as to form by County Counsel, and (vi) terminate the Contract, either in whole or in part, by the provision of a ten-day written notice.

9.3 Change Notices

For any change requested by the District which does not materially affect the scope of Work, Term, payments or any material term or condition of this Contract, or for any change requiring expenditure of Pool Dollars, a written notice of such change (hereinafter "Change Notice") will be prepared by the Department and provided by District Project Director to Contractor for acknowledgement or execution, as applicable.

Change Notices requiring the expenditure of Pool Dollars will require Contractor to prepare a written scope of Work statement and quotation as the basis of the Change Notice and seek written approval of District Project Director with concurrence of County Counsel prior to commencement of any Work relating to such Change Notice, including any Optional Work. District Project Director will be authorized on behalf of the District to approve all Change Notices.

10.0 OWNERSHIP AND LICENSE

10.1 Solution Ownership

10.1.1 Solution Environment

Contractor acknowledges that the District or the rightful owner owns all Solution Environment components, including Solution Hardware, and all software provided by the District; while Contractor or the rightful owner will retain ownership of all Solution Environment components provided by Contractor.

10.1.2 Application Software

All Application Software provided by Contractor to the District pursuant to this Contract, including Licensed Software and Application Modifications, and related Documentation, is and will remain the property of Contractor or any rightful third-party owner with which all proprietary rights will reside, and which will be subject to the terms of the License granted pursuant to Paragraph 10.2 (License) below.

10.1.3 Solution Data

All Solution data that is provided or made accessible by the District to Contractor or is generated by the Solution or is the product of the Solution

provided by Contractor hereunder, is and will remain the property of the District.

10.1.4 Work Product

Contractor or the rightful owner will remain the sole owner of Contractor's Application Software and all derivative works therein (hereinafter collectively "Work Product"). Work Product does not include any District Materials whether previously owned by the District or designed or developed by Contractor for the District.

10.2 License

10.2.1 License Grant

Subject to the provisions of Paragraph 10.1 (Solution Ownership) above, Contractor hereby grants to the District a perpetual, irrevocable, non-exclusive License to use the Solution Software or any component thereof, as applicable, and Work Product, including any related Documentation (hereinafter "License"), by all Users in accordance with the scope set forth in Paragraph 10.2.3 (Scope of License) below and subject to the restrictions set forth in Paragraph 10.2.4 (License Restrictions) below for the period specified in Paragraph 10.2.2 (License Term) below. Notwithstanding the foregoing, upon mutual agreement of the parties, the District may obtain its own license for any third-party Software that may be provided by Contractor as part of the System Environment, the term and scope of which will be subject to the terms of the District's agreement with the provider of such Third-Party Software.

10.2.2 License Term

The License granted under this Contract will commence upon the earlier of District's access of any Solution Software component or the Effective Date and will continue in perpetuity and without regard to the end of the Term of this Contract.

10.2.3 Scope of License

The License granted by Contractor under this Contract provides the District with the following rights:

- a. To use, access, install, integrate with other software, operate and execute the Solution Software in the System Environment on an unlimited number of computers, servers, mobile devices, workstations, local-area networks and wide-area networks, and web connections not to exceed the total number of Acom sites set forth in Exhibit B (Equipment List and Locations) to this Contract, by an unlimited number of Users in the conduct of the business of the District as provided in this Contract,
- b. To use, modify, copy and display the Documentation, including, but not limited to the Solution and User manuals and any other specifications or Documentation provided or made accessible by

Contractor to the District as necessary or appropriate for the District to fully enjoy and exercise the rights granted under this Contract and the License granted hereunder,

- c. Subject to the limitations set forth in Paragraph 16.0 (Confidentiality), to permit third-party access to any Solution components and Documentation, including Solution Software, or any part thereof, as necessary or appropriate for the District to fully enjoy and exercise the rights granted under this Contract and the License, including for the provision of M&S Services, Software Updates, Application Modifications, Professional Services, and other business use or support of the Solution Software as contemplated by this Contract; provided, however, without limiting the District's rights under this Paragraph 10.2.3(c) the District covenants and agrees that it will not exercise any of the rights contained in this Paragraph 10.2.3(c) unless and until any one of the following release conditions occurs:
 - i. The insolvency of Contractor, including as set forth in Paragraph 22 (Termination for Insolvency) of this Contract, or
 - ii. Contractor is unwilling or unable to provide all System Maintenance Services in accordance with the terms of this Contract, including Exhibit A (Statement of Work), or
 - iii. Contractor ceasing to maintain or support the current version or the last two prior Version Releases of the Application Software for reasons other than the District's failure to pay for, or election not to receive, Contractor's System Maintenance Services, and no other qualified entity will assume the obligation to provide such M&S Services, which may result in the District's termination of this Contract for default in accordance with Paragraph 20.0 (Termination for Default) below, or
 - iv. Successor ceasing to do business with the District with respect to this Contract,
- d. Pursuant to Paragraph 56.0 (Assignment by District) below, to reproduce and use a reasonable number of copies of the Solution Software provided by Contractor: (i) by the District and permitted assignees for archive and backup purposes; and (ii) by the District for use by permitted assignees so long as all copies of the Solution Software contain the proprietary notices appearing on the copies initially furnished to the District by Contractor.

10.2.4 License Restrictions

The District acknowledges and agrees: (i) that the System Software provided by Contractor to the District under this Contract, including related Documentation, is the confidential and copyrighted property of Contractor, or its licensors, and all rights therein not expressly granted to the District are reserved to Contractor, or its licensors, as applicable; and (ii) that

Contractor, or its licensors, will retain all proprietary rights in and to the foregoing. Subsequently, the License to the System Software provided by Contractor hereunder is limited by the restrictions set forth in this Paragraph 10.2.4. Accordingly, the District will not:

- a. Reverse engineer, disassemble or decompile the Application Software provided by Contractor,
- b. Transfer, sublicense, rent, lease, convey or assign [unless resulting from an agreement assignment under Paragraph 56.0 (Assignment by District)] below, the System Software provided by Contractor,
- c. Copy or reproduce the System Software provided by Contractor in any way except as reasonably necessary for backup, archival or business continuity purposes, and as specified in Paragraph 10.2.3(c) (Scope of License) above,
- d. Use the System Software provided by Contractor on a timesharing, service bureau, subscription service or rental basis for any third party, or
- e. Remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on, or during the use of, the System Software provided by Contractor.

11.0 REPRESENTATIONS AND WARRANTIES

11.1 General Warranties

Contractor represents, warrants, covenants, and agrees that throughout the entire Term of this Contract:

- a. Contractor must comply with the description and representations (including, but not limited to, Deliverable documentation, performance capabilities, accuracy, completeness, characteristics, specifications, Configurations, standards, functions and requirements applicable to professional software design meeting industry standards) set forth in this Contract, Exhibit A (Statement of Work) to this Contract, and all Exhibits, Attachments and Schedules thereto.
- b. Unless specified otherwise herein, the Solution must be free from material Deficiencies.
- c. So long as District maintains a fully paid-up M&S plan, which will not include the District exercising any rights under the Contract or applicable law, the M&S Service Levels must not degrade during the entire Term of this Contract.
- d. Contractor must not intentionally cause any unplanned interruption of or accessibility to the Solution or any component through any device, method or means including, without limitation, the use of any "virus", "lockup", "time bomb", or "key lock", "worm", "back door" or "Trojan Horse" device or program, or any disabling code, which has the potential or capability of compromising the security of District's confidential or proprietary information or of causing any unplanned interruption of the operations of, or accessibility of the Solution or

any component to the District or User or which could alter, destroy, or inhibit the use of the System or any component, or the data contained therein (collectively referred to as “Disabling Device(s)”), which could block access to or prevent the use of the Solution or any component by the District or Users. Contractor represents, warrants, and agrees that it has not purposely placed, nor is it aware of, any Disabling Device in any Solution component provided to the District under this Contract, nor must Contractor knowingly permit any subsequently delivered or provided Solution component to contain any Disabling Device.

- e. In addition, Contractor must prevent viruses from being incorporated or introduced into the Solution or updates or enhancements thereto prior to the installation onto the Solution and must prevent any viruses from being incorporated or introduced in the process of Contractor’s performance of on-line support.

11.2 Standard of Services

Contractor’s Services and other Work required by this Contract must, during the Term of this Contract, conform to reasonable commercial standards as they exist in Contractor’s profession or field of practice. If Contractor’s Services or other Work provided under this Contract fail to conform to such standards, upon notice from the District specifying the failure of performance, Contractor must also, at Contractor’s sole expense, provide the applicable remedy as specified in this Contract, including Exhibit A (Statement of Work) and Exhibit C (Service Level Agreement) to this Contract. Contractor must, at its own expense, correct any data in which (and to the extent that) errors have been caused by Contractor or malfunctions of the Solution or by any other tools introduced by Contractor into the Solution for the purpose of performing Services or other Work under this Contract or otherwise.

11.3 System Warranties and Problem Resolution

Contractor hereby warrants to the District that the Solution must be free from any and all Deficiencies commencing from Production Use of the System through the Term of the Contract. All Deficiencies reported or discovered must be corrected in accordance with Exhibit A (Statement of Work) and Exhibit C (Service Level Agreement) to this Contract and will be at no cost to the District beyond the payment of the applicable Maintenance Fees under this Contract.

Contractor also represents, warrants, covenants and agrees that throughout the entire Term of this Contract:

- a. All Solution components must be compatible with each other and, to the extent applicable or required, must interface with each other; and the Solution components, when taken together, must be capable of delivering all the functionality as set forth in this Contract.
- b. Any Solution enhancements or upgrades must be backward compatible with the District’s standard browser(s) and operating system version(s) operated on District workstations.

- c. The Solution, including the System, must be capable of delivering all the functionality and meeting all requirements as set forth in this Contract, including the Solution Requirements, security requirements and the specifications.
- d. The Solution must meet the Solution Performance Requirements within Contractor's control, including, but not limited to, those relating to response time and Solution Availability, as further specified in Exhibit A (Statement of Work) and Exhibit C (Service Level Agreement) to this Contract. All Solution Performance Deficiencies, for the purpose of determining the applicable Deficiency Resolution Time and District remedies, including Service Credits, will be deemed Severity Level 1 or Severity Level 2, as determined by District Project Director.

11.4 Continuous Product Support

- 11.4.1** In the event that Contractor replaces any or all components of the Application Software with other software modules or components (hereinafter "Replacement Product") during the entire Term of the Contract in order to fulfill its obligations under this Contract and to meet the Solution Requirements, then the License will be deemed to automatically include such Replacement Product without cost or penalty to the District even if such Replacement Product contains greater functionality than the Application Software it replaced. If required by the District, Contractor must provide the necessary training to District personnel to utilize the Replacement Product at no cost to the District.
- 11.4.2** In the event any or all components of the Application Software are migrated to the Replacement Product as a result of an acquisition, sale, assignment, transfer or other change in control of Contractor, then any assignee or successor, by taking benefit (including, without limitation, Acceptance of any payment under this Contract), will be deemed to have ratified this Contract, subject to the requirements of Paragraph 18.0 (Assignment and Delegation/Mergers or Acquisitions) below. All terms and conditions of this Contract will continue in full force and effect for the Replacement Product.
- 11.4.3** The following terms and conditions will apply if the District elects to transfer the License to a Replacement Product:
 - a. Contractor, or its assignee or successor, must at no cost to the District, implement the Replacement Product in the Solution Environment, convert and migrate all of the Solution data from the Application Software format to the Replacement Product format to ensure Production Use of such Replacement Product,
 - b. Any prepaid Service Fees for the Solution must transfer in full force and effect for the balance of the Replacement Product's maintenance and support term (or equivalent service) at no additional cost. If the prepaid amount is greater than the Replacement Product's maintenance and support fees for the same Term, the credit balance

must be applied to future Maintenance Fees or returned to the District, at the District's option,

- c. All modules offered separately must match the original Application Software's level of functionality, must be supplied by Contractor, or its assignee or successor, without additional cost or penalty to the District, and must not affect the calculation of any annual fees,
- d. Contractor must provide to the District the necessary training for purposes of learning the Replacement Product. Such training must be provided at no cost to the District,
- e. All License terms and conditions, at a minimum, must remain as granted herein with no additional fees imposed on the District, and
- f. The definition of Application Software must include the Replacement Product.

11.4.4 Warranty Pass-Through

Contractor must assign to the District to the fullest extent permitted by law or by this Contract and must otherwise ensure that the benefits of any applicable warranty or indemnity offered by any manufacturer of any Solution component or any other Solution product or service provided hereunder must fully extend to and be enjoyed by the District.

11.4.5 Remedies

The District's remedies under this Contract for the breach of the warranties set forth in this Contract, including Exhibit A (Statement of Work) and/or Exhibit C (Service Level Agreement) to this Contract, will include the repair or replacement by Contractor, at its own expense, of the non-conforming Solution components, any other remedies set forth in Exhibit A (Statement of Work) and/or Exhibit C (Service Level Agreement) to this Contract, including assessment of Service Credits and any other corrective measures specified in such Exhibit A (Statement of Work) and/or Exhibit C (Service Level Agreement) to this Contract.

11.4.6 Breach of Warranty Obligations

Failure by Contractor to timely perform its obligations set forth in this Paragraph 11.4 (Continuous Product Support) will constitute a material breach, upon which, in addition to the District's other rights and remedies set forth herein, the District may, after written notice to Contractor and provision of a reasonable cure period, terminate this Contract in accordance with Paragraph 20.0 (Termination for Default) below.

12.0 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

12.1 General Insurance Requirements

Without limiting Contractor's indemnification of the District, and in the performance of this Contract and until all its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage

satisfying the requirements specified in this Paragraph 12.0 (General Provisions for all Insurance Requirements). These minimum insurance coverage terms, types, and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The District in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Contract.

12.2 Evidence of Coverage and Notice to District

- 12.2.1** Certificate(s) of insurance coverage (Certificate) satisfactory to the District, and a copy of an Additional Insured endorsement confirming the County and its Agents (defined below) has been given Insured status under Contractor's General Liability policy, will be delivered to the District and provided prior to commencing Services under this Contract.
- 12.2.2** Renewal Certificates must be provided to the District not less than ten Days prior to Contractor's policy expiration dates. The District reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
- 12.2.3** Certificates must identify all required insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The insured party named on the Certificate must match the name of Contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000, and list any County required endorsement forms.
- 12.2.4** Neither the District's failure to obtain, nor the District's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the required insurance provisions.
- 12.2.5** Certificates and copies of any required endorsements must be sent to District Project Director at the address specified in Exhibit D (District's Administration) to this Contract.
- 12.2.6** Contractor also must promptly report to the District any injury or property damage accident or incident, including any injury to a Contractor employee occurring on District property, and any loss, disappearance, destruction, misuse, or theft of District property, monies or securities entrusted to contractor. Contractor also must promptly notify the District of any third-party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract and could result in the filing of a claim or lawsuit against Contractor and/or the District.

12.3 Additional Insured Status and Scope of Coverage

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

12.4 Cancellation of or Changes in Insurance

Contractor must provide the District with, or Contractor's insurance policies must contain a provision that the District will receive, written notice of cancellation or any material change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to the District at least ten (10) Days in advance of cancellation for non-payment of premium and thirty (30) Days in advance for any other cancellation or material policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the District, upon which the District may suspend or terminate this Contract.

12.5 Failure to Maintain Insurance

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

12.6 Insurer Financial Ratings

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

12.7 Contractor's Insurance Must Be Primary

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

12.8 Waivers of Subrogation

To the fullest extent permitted by law, Contractor hereby waives its rights and its insurer(s)' rights of recovery against the District under all the Required Insurance for any loss arising from or relating to this Contract. Contractor must require its

insurers to execute any waiver of subrogation endorsements as defined in Exhibit A (Statement of Work), which may be necessary to affect such waiver.

12.9 Subcontractor Insurance Coverage Requirements

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

12.10 Deductibles and Self-Insured Retentions (SIRs)

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

12.11 Claims Made Coverage

If any part of the required insurance is written on a claims made basis, any policy retroactive date will precede the effective date of this Contract. Contractor understands and agrees it must maintain such coverage for a period of not less than one year following Contract expiration, termination, or cancellation.

12.12 Application of Excess Liability Coverage

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

12.13 Separation of Insureds

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

12.14 Alternative Risk Financing Programs

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

12.15 District Review and Approval of Insurance Requirements

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

13.0 INSURANCE COVERAGE

13.1 Commercial General Liability Insurance

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

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

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

13.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to the County at least ten Days in advance of cancellation for non-payment of premium and 30 Days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

13.4 Technology Errors & Omissions Insurance

Technology Errors & Omissions Insurance includes coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include: (i) systems analysis, (ii) systems programming, (iii) data processing, (iv) systems integration, (v) outsourcing including outsourcing development and design, (vi) systems design, consulting, development and modification, (vii) training services relating to computer software or hardware, (viii) management, repair and maintenance of computer products, networks and

systems, (ix) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software, (x) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and (xi) any other Services provided by Contractor, with limits of not less than ten million dollars.

13.5 Privacy/Network Security (Cyber) Insurance

Privacy/Network Security (“Cyber”) liability coverage providing protection against liability for: (i) privacy breaches (liability arising from the loss or disclosure of confidential information no matter how it occurs), (ii) System breach, (iii) denial or loss of service, (iv) introduction, implantation or spread of malicious software code, and (v) unauthorized access to or use of computer systems, with limits of not less than five million dollars. No exclusions/restrictions for unencrypted portable devices/media may be on the policy. The County of Los Angeles, its Special Districts, and their Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) must be provided additional insured status.

13.6 Intellectual Property Warranty and Indemnification

13.6.1 Indemnification – General

Notwithstanding any provision to the contrary, whether expressly or by implication, Contractor must indemnify, defend, and hold harmless the County, its Special Districts, and their elected and appointed officers, employees, Agents and volunteers (collectively referred to for purposes of this Paragraph 13.7.1 as County and its Agents) from and against any and all liability, including, but not limited to, demands, claims, actions, fees, damages, costs, and expenses (including attorneys and expert witness fees) arising from any actual infringement of any third party’s patent or copyright, or any actual unauthorized trade secret disclosure, arising from or related to this Contract and/or the operation and use of the System (collectively referred to for purposes of this Paragraph 13.7.1 as “Infringement Claim(s)”).

Any legal defense pursuant to Contractor’s indemnification obligations under this Paragraph 13.7.1 must be conducted by Contractor and performed by counsel selected by Contractor. The District will provide Contractor with information, reasonable assistance, and authority to defend or settle the claim. Notwithstanding the foregoing, the County will retain the right to participate in any such defense at its sole cost and expense.

13.6.2 Indemnification – Intellectual Property

13.6.2.1 Notwithstanding any provision to the contrary, whether expressly or by implication, from and against any and all third-party liability, including, but not limited to, demands, claims, actions, fees, direct damages, costs, and expenses (including attorneys and expert witness fees) arising from any actual infringement of any third party’s patent or copyright, or any actual unauthorized trade secret disclosure, arising from or

related to this Contract and/or the operation and use of the System (collectively referred to for purposes of this Paragraph 13.7.2 as “Infringement Claim(s)”).

- 13.6.2.2 Any legal defense pursuant to Contractor’s indemnification obligations under this Paragraph 13.7.2 (Indemnification – Intellectual Property) must be conducted by Contractor and performed by counsel approved by both parties. The District will provide Contractor with information, reasonable assistance, and authority to defend or settle the claim. Notwithstanding the foregoing, the District will retain the right to participate in any such defense at its sole cost and expense.
- 13.6.2.3 Contractor must pay and is solely responsible for the amount of any resulting adverse final judgement issued by a court of competent jurisdiction, or of any settlement made by Contractor in writing.
- 13.6.2.4 Contractor will have no liability hereunder if the claim of infringement or an adverse final judgment rendered by a court of competent jurisdiction results from: (i) the District’s use of a previous version of the Solution, and the claim would have been avoided had the District used the current version of the software, (ii) the District’s combining the Solution with devices or products not intended or approved by Contractor, (iii) use of the Solution in applications, business environments or processes for which the Solution was not designed or contemplated, and where use of the Solution outside of such application, environment or business process would not have given rise to the claim, (iv) corrections, modifications, alterations or enhancements that the District made to the Solution and such correction, modifications, alterations or enhancements is determined by a court of competent jurisdiction to be a contributing (e.g., material and/or substantive) cause of the infringement, (v) use of the Solution by any person or entity other than Users, or (vi) subject to Contractor’s remedial measures, the District’s willful infringement, including continued use of Contractor’s infringing Solution after being notified by Contractor that such infringing Solution is, or is likely to become, the subject of a third-party claim.
- 13.6.2.5 Contractor must, at its option and at no cost to the District, engage in remedial measures by, either: (i) disabling without delay, the affected Software component, as applicable, and either (ii) procuring the right, by license or otherwise, for the District to continue to use the Solution or affected component(s) thereof, or part(s) thereof, to the same extent of District’s License, or (iii) replacing or modifying the Solution or any

component(s) thereof with another software or component(s) thereof of at least equivalent quality and performance capabilities, as mutually determined and agreed to by the District and Contractor, until the Solution and all components thereof become non-infringing, non-misappropriating and non-disclosing. The foregoing states Contractor's entire liability and District's sole and exclusive remedy with respect to this Paragraph 13.7 (Indemnification - Intellectual Property).

13.6.2.6 Failure by Contractor to provide and complete the Remedial Acts described in Paragraph 13.7.2.5 above will constitute a material breach of this Contract, upon which the District will be entitled to terminate this Contract for default pursuant to Paragraph 20.0 (Termination for Default) below.

14.0 INTENTIONALLY OMITTED

15.0 INTENTIONALLY OMITTED

16.0 CONFIDENTIALITY

16.1 Confidential Information

Each party will protect, secure and keep confidential all records, materials, documents, data and/or other information, including, but not limited to, billing and sensitive financial information, County records, data and information, County materials, Solution data, Work Product, Application Software, personally identifiable and health information, and any other data, records and information, received, obtained and/or produced under the provisions of this Contract (hereinafter "Confidential Information"), in accordance with the terms of this Contract and all applicable federal, state or local laws, regulations, ordinances and publicly available guidelines and directives relating to confidentiality. As used in this Contract, the term "Confidential Information" will also include records, materials, data and information deemed confidential by the District or the applicable law under Paragraph 8.6 (Rules and Regulations) of this Contract. Each party will use whatever appropriate security measures are necessary to protect such Confidential Information from loss, damage and/or unauthorized dissemination by any cause, including, but not limited to, fire and theft.

Contractor must inform all its officers, employees, agents and Subcontractors providing Work hereunder of the confidentiality provisions of this Contract. Contractor must ensure that all its officers, employees, agents and Subcontractors performing Work hereunder have entered into confidentiality agreements no less protective of the District than the terms of this Contract, including this Paragraph 16.1 and Exhibit F2 (Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement) to this Contract. Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is solely responsible for any breach of the obligations of confidentiality set forth herein by any person or entity to which Contractor discloses any of District's Confidential Information.

Contractor's violation of this Paragraph 16.1 may constitute a material breach of this Contract. In the event of such material breach, the District may, in its sole discretion, terminate this Contract and/or pursue debarment of Contractor from participation in future District solicitations or from being awarded a contract pursuant to a District solicitation.

16.2 Disclosure of Information

With respect to any of the District's Confidential Information or any other records, materials, data or information that is obtained by Contractor (hereinafter collectively for the purpose of this Paragraph 16.2 "information"), Contractor must: (i) not use any such information for any purpose whatsoever other than carrying out the express terms of this Contract, (ii) promptly transmit to the District all requests for disclosure of any such information, (iii) not disclose, except as otherwise specifically permitted by this Contract, any such information to any person or organization other than the District without prior written approval of District's contract administrator in consultation with County's Chief Information Security Officer and/or Chief Privacy Officer, and (iv) at the expiration or termination of this Contract, return all such information to the District or maintain such information according to the written procedures provided or made available to Contractor by the District for this purpose. If required by a court of competent jurisdiction or an administrative body to disclose District Information, Contractor must notify District Project Director immediately and prior to any such disclosure, to provide the District an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.

16.3 Disclosure Restrictions of Non-Public Information

While performing Work under this Contract, Contractor may encounter County Non-public Information ("NPI") in the course of performing this Contract, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as "Internal Use", "Confidential" or "Restricted" as defined in Board of Supervisors Policy 6.104 – Information Classification Policy as NPI. Contractor must not disclose or publish any County NPI and material received or used in performance of this Contract. This disclosure obligation is perpetual for Contractor, its officers, employees, agents and Subcontractors.

16.4 Indemnification & Limitation of Liability

Notwithstanding any provision of this Contract to the contrary, whether expressly or by implication, Contractor must indemnify, defend and hold harmless the County and its Agents from and against any and all direct loss, direct damage, liability and expense, including, but not limited to, defense costs and reasonable legal, accounting and other expert, consulting or professional fees, arising from, connected with or related to any failure by Contractor, its officers, employees, agents or Subcontractors to comply with this Paragraph 16.4, as determined by the District in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 16.4 must be conducted by Contractor and performed by counsel selected by Contractor and approved by the

District. Contractor does not have the right to enter into any settlement, agree to any injunction or make any admission, in any such case, on behalf of the District without the District's prior written approval.

Contractor must sign and adhere to the provisions of Exhibit F1 (Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement) to this Contract.

(Subject to the terms of this Contract, the District must indemnify and hold harmless Zetron, its officers, employees, affiliates, owners, and agents from all liability that may result from all claims, actions, suits, or damages finally awarded including without limitation reasonable attorneys' fees, related to injury or death of any person or damage to or loss of any property caused by the District's gross negligence or willful misconduct in the course of performance of this Contract.

EXCEPT FOR ANY AMOUNTS DUE TO ZETRON UNDER THIS CONTRACT, IN NO EVENT WILL EITHER PARTY'S LIABILITY INCLUDE CONSEQUENTIAL, INDIRECT, SPECIAL, OR INCIDENTAL DAMAGES OR LOSSES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE LIMITED REMEDIES IN THIS CONTRACT FAIL OF THEIR ESSENTIAL PURPOSE. NEITHER PARTY'S LIABILITY WILL IN ANY EVENT EXCEED THE CONTRACT PRICE.

16.5 Individual Requests

Contractor must acknowledge any request or instructions from the District regarding the exercise of any individual's privacy rights provided under applicable federal or state laws. Contractor must have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from District within seven Days. If an individual makes a request directly to Contractor involving District Information, Contractor must notify District within five Days and the District will coordinate an appropriate response, which may include instructing Contractor to assist in fulfilling the request. Similarly, if Contractor receives a privacy or security complaint from an individual regarding District Information, Contractor must notify the District as described in Paragraph 17.0 (Security) below, and the District will coordinate an appropriate response.

16.6 Retention of District Information

Contractor must not retain any District information for any period longer than necessary for Contractor to fulfill its obligations under this Contract and applicable law.

17.0 SECURITY

17.1 System Security

Notwithstanding anything to the contrary herein, Contractor must provide all Work utilizing security technologies and techniques in accordance with the industry standards, Contractor's best practices and applicable District security policies, procedures and requirements provided by the District to Contractor in writing as part of the RFP (and incorporated by this reference), this Contract or otherwise as

required by law, including those relating to the prevention and detection of fraud or other inappropriate use or access of Systems and networks. Without limiting the generality of the foregoing, Contractor must implement and use network management and maintenance applications and tools and fraud prevention and detection and encryption technologies and prevent the introduction of any Disabling Device into the Solution, as further specified in this Contract and Exhibit H1 (County – Information Security and Privacy Requirements). In no event must Contractor’s actions or inaction result in any situation that is less secure than the security that Contractor then provides for its own Systems and data.

17.2 Solution Data Security

Contractor hereby acknowledges the right of privacy of all persons whose information is stored in the Solution data or any other District data. Contractor must protect, secure and keep confidential all Solution data in compliance with all federal, state and local laws, rules, regulations, ordinances, guidelines and directives relating to confidentiality and information security, and Exhibit H1 (County – Information Security and Privacy Requirements), including any breach of the security of the Solution, such as any unauthorized acquisition of Solution data that compromises the security, confidentiality or integrity of personally identifiable information. Further, Contractor must take all reasonable actions necessary or advisable to protect all Solution data in its possession, custody or control from loss or damage by any cause, including fire, theft or other catastrophe. In addition, if requested by District Project Director, Contractor must provide notification to all persons whose unencrypted personal information was, or is reasonably believed to have been, acquired by any unauthorized person, and the content, method and timing of such notification will be subject to the prior approval of District Project Director. Contractor must not use Solution data for any purpose or reason other than to fulfill its obligations under this Contract.

17.3 Protection of Electronic District Information – Data Encryption

Contractor that electronically transmits or stores Personal Information (hereinafter “PI”), Protected Health Information (hereinafter “PHI”) and/or Medical Information (hereinafter “MI”) must comply with the encryption standards set forth below and incorporated into this Contract and all Amendments thereto (collectively, the “Encryption Standards”), as required by the Board of Supervisors Policy Number 5.200 (hereinafter “Policy”). For purposes of this Paragraph 17.3 (Protection of Electronic District Information – Data Encryption), “PI” is defined in California Civil Code Section 17910.29(g); “PHI” is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations; and “MI” is defined in California Civil Code Section 56.05(j).

17.3.1 Encryption Standards – Stored Data

Contractor’s and Subcontractors’ workstations and portable devices that are used to access, store, receive and/or transmit County PI, PHI or MI (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e., software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2, (b)

National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 1: General (Revision 3), (c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

Contractors' and Subcontractors' use of remote servers (e.g., cloud storage, Software-as-a-Service or SaaS) for storage of County PI, PHI and/or MI will be subject to written pre-approval by the County's Chief Executive Office.

17.3.2 Encryption Standards – Transmitted Data

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

17.3.3 Definition References

- a. As used in this Policy, the phrase "Personal Information" will have the same meaning as set forth in subdivision (g) of California Civil Code section 17910.29.
- b. As used in this Policy, the phrase "Protected Health Information" will have the same meaning as set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations.
- c. As used in this Policy, the phrase "Medical Information" will have the same meaning as set forth in subdivision (j) of California Civil Code section 56.05.

17.3.4 Compliance

By executing this Contract, Contractor (on behalf of itself and any and all District-approved Subcontractors) certifies its compliance with the Policy and the data encryption requirements specified in this Paragraph 17.3.4 (Compliance) as of the Effective Date of this Contract, during the Term of this Contract and for as long as Contractor (or any of its Subcontractors) is in possession of County PI, PHI and/or MI. Such certification will be evidenced by submission of a completed and signed form set forth in Exhibit H3 (Compliance with Departmental Encryption Requirements), prior to being awarded this Contract by the Board of Supervisors. In addition to the foregoing, Contractor must maintain any validation or attestation reports that it or its District-approved Subcontractors' data encryption product(s) generate, and such reports will be subject to audit in accordance with this Contract. The District requires that, if non-

compliant, Contractor develop and execute a corrective action plan. Failure on the part of Contractor to comply with any of the provisions of this Paragraph 17.3.4 (Compliance) will constitute a material breach of this Contract, upon which the District may terminate or suspend this Contract, deny Contractor access to the District IT resources and/or take such other actions as deemed necessary or appropriate by the District.

17.3.5 No Policy Exceptions

There are no exceptions to this Policy, except as expressly approved by the Board of Supervisors in writing.

17.3.6 Remedies

Contractor acknowledges that a breach of Contract may result in irreparable harm to the County, which may not be adequately compensated by monetary damages. Therefore, in addition to the County's other rights provided by law and equity, the County retains the right to seek injunctive relief to enforce the provisions of this Paragraph 17.3.6 (Remedies). The provision of this Paragraph 17.3.6 (Remedies) will survive the expiration and/or termination of this Contract.

Contractor must take all reasonable actions necessary or advisable to protect the Solution from loss or damage by any cause. Contractor must bear the full risk of loss or damage to the Solution and any Solution data by any cause other than resulting from force majeure or the District's sole fault.

18.0 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS

- 18.1 Contractor must notify the District of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If Contractor is restricted from legally notifying the District of pending acquisitions/mergers, then it should notify the District of the actual acquisitions/mergers as soon as the law practicably allows and provide to the District the legal framework that restricted it from notifying the District prior to the actual acquisitions/mergers.
- 18.2 Contractor cannot assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior express written consent of the District in its sole discretion and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this Paragraph 18.0 (Assignment and Delegation/Mergers or Acquisitions), the District consent will require a written Amendment to the Contract, which must be formally approved and executed by the parties. Any payments by the District to any approved delegate or assignee on any claim under this Contract will be deductible by the District against the claims Contractor may have against the District.
- 18.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, Subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason

whatsoever without the District's prior express written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the District will be entitled to pursue the same remedies against Contractor under this Contract in the event of default by Contractor.

19.0 TERMINATION FOR CONVENIENCE

- 19.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the District, in its sole discretion, to be in its best interest. Termination of Work hereunder will be effectuated by notice of termination to Contractor specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than 30 Days after the notice is sent.
- 19.2 After receipt of a notice of termination and except as otherwise directed by the District, Contractor must:
- a. Stop Work under this Contract on the date and to the extent specified in such notice, and
 - b. Complete performance of such part of the Work, as well as Work not effected by the notice, using the same quality of Work, as if Contractor had not been terminated by such notice.
- 19.3 All materials including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract must be maintained by Contractor in accordance with Paragraph 31.0 (Record Retention and Inspection-Audit Settlement) below.

20.0 TERMINATION FOR DEFAULT

- 20.1 The District may, by written notice to Contractor, terminate the whole or any part of this Contract if:
- a. Contractor fails to timely provide and/or satisfactorily perform any Task, SubTask, Deliverable, goods, Service, or other Work within the times specified in this Contract, or
 - b. Contractor fails to demonstrate a high probability of timely fulfillment of the performance requirements under this Contract, or
 - c. Contractor fails to make progress as to endanger performance of this Contract in accordance with its terms, or
 - d. Contractor in performance of Work under this Contract fails to comply with the requirements of this Contract, including, but not limited to Exhibit A (Statement of Work) and Exhibit C (Service Level Agreement), or
 - e. Contractor fails to perform or comply with any other provisions of this Contract or materially breaches this Contract; and, unless a shorter cure period is expressly provided in this Contract, does not cure such failure or fails to correct such failure or breach within 30 Days (or such longer period as the District may authorize in writing) of receipt of written notice from the District specifying such

failure or breach, except that Contractor must not be entitled to any cure period, and the District may terminate immediately, in the event that Contractor's failure to perform or comply is not reasonably capable of being cured.

- 20.2 If, after the District has given notice of termination under the provisions of this Paragraph 20.0 (Termination for Default), it is determined by the District that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 19.0 (Termination for Convenience) above.
- 20.3 The rights and remedies of the District provided in this Paragraph 20.0 (Termination for Default) are not exclusive and are in addition to any other rights and remedies provided by law and/or under this Contract.

21.0 TERMINATION FOR IMPROPER CONSIDERATION

- 21.1 The District may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that improper consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County elected official, officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, Amendment, or extension of this Contract or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination, the District will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 21.2 Contractor must immediately report any attempt by a County elected official, officer, employee, or agent to solicit such improper consideration. The report should be made either to the County manager charged with the supervision of the employee or to County's Auditor-Controller's Employee Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.
- 21.3 Improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, tangible gifts or other such items and means.

22.0 TERMINATION FOR INSOLVENCY

- 22.1 The District may terminate this Contract immediately and without delay if any of the following occur:
- a. Insolvency of Contractor – Contractor must be deemed to be insolvent if it has ceased to pay its debts for at least 60 Days in the ordinary course of business or cannot pay its debts as they become due, whether a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code,
 - b. The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code,
 - c. The appointment of a Receiver or Trustee for Contractor, or

d. The execution by Contractor of a general assignment for the benefit of creditors.

22.2 The rights and remedies of the District provided in this Paragraph 22.0 (Termination for Insolvency) are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

22.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects this Contract, the District may elect to retain its rights under this Contract, as provided under Section 365(n) of the United States Bankruptcy Code (11 United States Code, Section 365(n)). Upon written request of the District to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee must allow the District to exercise all of its rights and benefits under this Contract including, without limitation, such Section 365(n) (including, without limitation, the right to continued use of all source and object code versions of the Application Software and related Documentation, and must not interfere with the rights and benefits of the District as provided therein). The foregoing will survive the termination or expiration of this Contract for any reason whatsoever.

23.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

Contractor, and each County Lobbyist or County Lobbying firm (as defined in County Code Section 2.160.010) retained by Contractor, must fully comply with this County Lobbyist Ordinance. Failure on the part of Contractor or any County Lobbyist or County Lobbying firm retained by Contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Contract, upon which the District may in its sole discretion, immediately terminate or suspend this Contract.

24.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

25.0 EFFECT OF TERMINATION

25.1 Termination by District

Except for termination of convenience by the District, in the event that the District, upon written notice to Contractor, terminates this Contract in whole or in part as provided herein, then:

- a. Contractor and the District will continue the performance of this Contract to the extent not terminated,
- b. Contractor must stop Work under this Contract on the date and to the extent specified in such notice and provide to the District all completed Work and Work in progress, in a medium reasonably requested by the District,

- c. Contractor must: (i) promptly return to the District any and all District Confidential Information, District Materials and any other County data relating to that portion of this Contract and Work terminated by the District, and (ii) destroy all such Confidential Information, District Materials and other County data as required in and in accordance with the provisions of Exhibit H1 (County – Information Security and Privacy Requirements)
- d. Contractor must transfer ownership of the Cloud Solution Environment to the District,
- e. The District will pay Contractor all monies due, upon receiving Contractor's invoice(s), in accordance with the terms of this Contract for the Work completed up to the time of termination,
- f. Contractor must return to the District all monies paid by District, yet unearned by Contractor, including any prorated prepaid Service Fees calculated depending on the date of termination, if applicable,
- g. Upon termination by the District for default pursuant to Paragraph 20.0 (Termination for Default) above or for insolvency pursuant to Paragraph 22.0 (Termination for Insolvency) above, the District will have the right to procure, upon such terms and in such a manner as the District may deem appropriate, goods, Services and other Work, similar to those so terminated, and Contractor must be liable to the District for, and must promptly pay to the District by cash payment, any and all excess costs incurred by District, as determined by the District, to procure and furnish such similar goods, Services and other Work,
- h. Contractor understands and agrees that the District has obligations that it cannot satisfy without use of the Solution provided to the District hereunder or an equivalent solution, and that a failure to satisfy such obligations could result in irreparable damage to the District and the entities it serves. Therefore, Contractor agrees that in the event of any termination of this Contract, Contractor must fully cooperate with the District in the transition of the District to a new solution, toward the end that there be no interruption of the District's day-to-day operations due to the unavailability of the Solution during such transition. Upon written notice to Contractor, Contractor must allow the District or a District-selected Subcontractor a transition period until expiration of the term of this Contract, or in all other cases, at a date specified by the District, for the orderly turnover of Contractor's Contract activities and responsibilities without any additional cost to the District.

25.2 Termination Transition Services

Contractor must assist the District in transitioning from the Solution by providing Transition Services, as provided below. Upon the expiration or termination of this Contract, the District may require Contractor to provide Services in the form of Optional Work to assist the District to transition System operations from Contractor to the District or the District's designated third party ("Transition Services"). Upon the District's request for Transition Services, the District and Contractor agree to negotiate in good faith the scope of work and the price for such Transition Services.

Contractor agrees that if the District terminates this Contract for any breach by Contractor or for insolvency of Contractor, Contractor must perform all Transition Services as required by the District at no cost to the District. Contractor must provide the District with all the Transition Services as provided in this Paragraph 25.2. The duty of Contractor to provide any Transition Services pursuant to this Paragraph 25.2 will be conditioned on the District continuing to comply with its obligations under this Contract, including payment of all applicable fees. Contractor has no right to withhold or limit its performance of the Transition Services based on any alleged breach of this Contract by the District, other than a failure by the District to timely pay Contractor the invoiced amounts due and payable hereunder. The District will have the right to seek specific performance of this Paragraph 25.2 in any court of competent jurisdiction and Contractor hereby waives any defense that damages are an adequate remedy. Compliance with this Paragraph 25.2 by either party will not constitute a waiver or estoppel regarding any rights or remedies available to the parties. In the event of termination for default based on a breach by Contractor, the value of Transition Services provided to the District, based on the most recent prices applicable under this Contract to similar Services, will be applied in mitigation of any damages that may be awarded.

26.0 WAIVER

No breach of any provision hereof can be waived unless in writing. No waiver by the District of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the District to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 26.0 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

27.0 WARRANTY AGAINST CONTINGENT FEES

27.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

27.2 For breach of this warranty, the District has the right to terminate this Contract and at its sole discretion may deduct from the Contract price the consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

28.0 INDEPENDENT CONTRACTOR STATUS

28.1 This Contract is by and between the District and Contractor and is not intended, and will not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the District and Contractor. The employees and agents of one party will not be, nor be construed to be employees or agents of the other party for any purpose whatsoever.

- 28.2 Contractor is solely liable and responsible for providing to, or on behalf of, all its agents, servants or employees performing Work pursuant to this Contract any and all compensation and benefits. The District will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
- 28.3 Contractor understands and agrees that all persons performing Work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of the District. Contractor is solely liable and responsible for furnishing all Workers' Compensation benefits to all its agents, servants, or employees as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to this Contract.

29.0 SUBCONTRACTING

- 29.1 The District has relied, in entering into this Contract, on the reputation of and on obtaining the personal performance of Contractor, and more specifically Contractor's key staff. The requirements of this Contract cannot be subcontracted by Contractor without the advance written approval of the District. Any attempt by Contractor to Subcontract any performance of this Contract without prior written approval will be null and void and will be deemed a material breach of this Contract, upon which the District may immediately terminate this Contract.
- 29.2 In the event Contractor seeks to subcontract any portion of its performance of the Contract by Contractor's key staff, Contractor must first provide to the District, in writing, a notice regarding such proposed Subcontract, which must include:
- a. The reasons for the proposed Subcontract,
 - b. Identification of the proposed Subcontractor and an explanation of why and how the proposed Subcontractor was selected,
 - c. A detailed description of the Work to be provided by the proposed Subcontractor,
 - d. Confidentiality provisions applicable to the proposed Subcontractor, and if applicable its officers, employees and agents, which would be incorporated into the Subcontract,
 - e. Required District forms including: (i) Exhibit F1 (Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement), (ii) Exhibit G (Safely Surrendered Baby Law), and (iii) any other standard County required provisions,
 - f. A representation from Contractor that:
 - i. The proposed Subcontractor is qualified to provide the Work for which Subcontractor is being hired ,
 - ii. Either the proposed Subcontractor maintains the insurance required by this Contract or Contractor has procured and maintains such insurance coverage for the proposed Subcontractor,

- iii. Either Contractor and/or the proposed Subcontractor will be liable and responsible for all of Subcontractor's taxes, payments, and compensation, including compensation to its employees, related to the performance of Work under this Contract, and
 - iv. Either Contractor and/or the proposed Subcontractor must indemnify the County under all the same terms and conditions as the indemnification provisions of this Contract.
 - g. Other pertinent information and/or certifications reasonably requested by the District.
- 29.3 The District will review Contractor's request to Subcontract and determine on a case-by-case basis whether to consent to such request, which consent will not be unreasonably withheld.
- 29.4 Notwithstanding any provision of this Contract to the contrary, whether expressly or by implication, Contractor must indemnify, defend and hold harmless the County and its officers, employees and agents, from and against any and all claims, demands, liabilities, damages, costs and expenses, including, but not limited to, defense costs and legal, accounting or other expert consulting or professional fees in any way arising from or related to Contractor's use of any Subcontractor, including without limitation any officers, employees or agents of any Subcontractor, in the same manner as required for Contractor of its officers, employees and agents under this Contract.
- 29.5 Notwithstanding any other provision of this Paragraph 29.0 (Subcontracting), Contractor will remain fully responsible for all performance required under this Contract, including those which Contractor has determined to subcontract, including, but not limited to, the obligation to properly supervise, coordinate and provide all Work required under this Contract. All subcontracts must be made in the name of Contractor and will not bind nor purport to bind the District. Furthermore, subcontracting of any Work under this Contract will not be construed to limit in any way, Contractor's performance, obligations or responsibilities to the District or limit, in any way, any of the District's rights or remedies contained in this Contract.
- 29.6 Subcontracting of any Work performed by Contractor's key staff under this Contract will not waive the District's right to prior and continuing approval of any or all such Contractor's key staff pursuant to the provisions of Paragraph 8.3 (Approval of Contractor's Staff) of this Contract, including any subcontracted members of Contractor's key staff. Contractor must notify its Subcontractors of the District's right to approve or disapprove each member or proposed member of key staff providing Services or on-site Work to the District under this Contract or with access to any County data or information, including District's Confidential Information, System Data and other District Materials, prior to and during their performance of any Work hereunder, as well as to approving or disapproving any proposed deletions from or other changes in such Contractor key staff.

- 29.7 Notwithstanding subcontracting by Contractor of any Work under this Contract, Contractor will be solely liable and responsible for any and all payments and other compensation to all Subcontractors, and their respective officers, employees, agents, and successors in interest, for any Services performed by Subcontractors under this Contract.
- 29.8 In the event that the District consents to any subcontracting, such consent will apply to each particular Subcontract only and will not be, nor should be construed to be, a waiver of this Paragraph 29.0 (Subcontracting) or a blanket consent to any further subcontracting.

30.0 RISK OF LOSS

Contractor bears the full risk of loss due to total or partial destruction of any software products loaded on CDs or other computer media, until such items are delivered to and accepted in writing by the District as evidenced by the District's signature on delivery documents.

31.0 RECORD RETENTION AND INSPECTION-AUDIT SETTLEMENT

- 31.1 Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor must also maintain accurate and complete employment records and other records relating to its performance of this Contract. Contractor agrees that the District or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, must be kept and maintained by Contractor and must be made available to the District during the Term of this Contract and for a period of five years thereafter unless the District's written permission is given to dispose of any such material prior to such time. All such material must be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the District's option, Contractor must pay the District for travel, per diem, and other costs incurred by the District to examine, audit, excerpt, copy, or transcribe such material at such other location.
- 31.2 In the event that an audit of Contractor is conducted specifically regarding this Contract by any federal or state auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor must file a copy of such audit report with the County's Auditor-Controller within 30 Days of Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under this Contract. Subject to applicable law, the District will make a reasonable effort to maintain the confidentiality of such audit report(s).
- 31.3 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 31.0 (Record Retention and Inspection-Audit Settlement) will constitute

a material breach of this Contract upon which the District may terminate or suspend this Contract.

- 31.4 If, at any time during the entire Term of this Contract or within five years after the expiration or termination of this Contract, representatives of the District conduct an audit of Contractor regarding the Work performed under this Contract, and if such audit finds that the District's dollar liability for any such Work is less than payments made by the District to Contractor, then the difference will be either: a) repaid by Contractor to the District by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to Contractor from the District, whether under this Contract or any other agreement. If such audit finds that the District's dollar liability for such Work is more than the payments made by the District to Contractor, then the difference will be paid to Contractor by the District by cash payment, provided that in no event will the District's maximum obligation for this Contract exceed the funds appropriated by the District for the purpose of this Contract.

31.5 Audit and Inspection, Information Security and Privacy Requirements

a. Self-Audits

Contractor must periodically conduct audits, assessments, testing of its System of controls, and testing of Information Security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits must 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 District.

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. Contractor must provide the audit results and any corrective action documentation to the District promptly upon its completion at the District's request. With respect to any other report, certification, or audit or test results prepared or received by Contractor that contains any District Information, Contractor must promptly provide the District with copies of the same upon the District's reasonable request, including identification of any failure or exception in Contractor's information systems, products, and Services, and the corresponding steps taken by Contractor to mitigate such failure or exception. Any reports and related materials provided to the District pursuant to this Paragraph 31.5 (Audit and Inspection, Information Security and Privacy Requirements) must be provided at no charge to the District.

b. District Requested Audits

At the District's expense, it or an independent third-party auditor it commissions, will have the right to audit Contractor's infrastructure, security and privacy practices, data center, Services and/or Systems storing or processing the District Information via an onsite inspection at least once a year. Upon the District's request Contractor must complete a questionnaire regarding

Contractor's information security and/or privacy program. The District will pay for the District requested audit unless the auditor finds that Contractor has materially breached this Contract, in which case Contractor must bear all costs of the audit; and if the audit reveals material non-compliance with this Paragraph 31.5 (Audit and Inspection, Information Security and Privacy Requirements), the District may exercise its termination rights provided by this Contract.

A District requested audit will be conducted during Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect Contractor's normal business operations. The District'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. Contractor must cooperate with the District 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 District. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

When not prohibited by regulation, Contractor will provide to the District a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by Contractor or a third party, and (ii) corrective actions or modifications, if any, Contractor will implement in response to such audits. Notwithstanding the preceding sentences, the District 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 the District with a full and adequate defense, as determined by the District in its sole judgment, the District 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 the District in doing so. Contractor has no right or authority to enter into any settlement, agree to any injunction, other equitable relief, or make any admission, in any case, on behalf of the District without the District's prior express written approval.

c. District Audit Settlements

If, at any time during or after the Term of this Contract, representatives of the District conduct an audit of Contractor regarding the Work performed under this Contract, and if such audit reasonably and accurately find that the District's dollar liability for such Work is less than payments made by District to Contractor, then the difference, together with the District's reasonable costs of audit, will be either repaid by Contractor to the District by cash payment upon demand or deducted from any amounts due to Contractor from the District, as

determined by the District. If such audit finds District's dollar liability for such Work is more than payments made by the District to Contractor, then the difference will be repaid to Contractor by cash payment.

32.0 DISTRICT'S QUALITY ASSURANCE PLAN

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

33.0 CONFLICT OF INTEREST

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

33.2 Contractor must comply with all conflict-of-interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the Term of this Contract. Contractor warrants that it is not now aware of any facts that create or appear to create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to District Project Director. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph 33.0 (Conflict of Interest) will constitute a material breach of this Contract upon which the District may terminate or suspend this Contract.

33.3 The terms and procedures of this Paragraph 33.0 (Conflict of Interest) will also apply to Subcontractors, consultants and partners of Contractor performing Work under this Contract.

34.0 COMPLIANCE WITH APPLICABLE LAW

34.1 In the performance of this Contract, Contractor must comply with all applicable federal, state and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated by reference.

- 34.2 Contractor must indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by the District in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 34.0 (Compliance with Applicable Law) must be conducted by Contractor and performed by counsel selected by Contractor and approved by the District. Notwithstanding the preceding sentence, the District 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 the District with a full and adequate defense, as determined by the District in its sole judgment, the District will be entitled to retain its own counsel, including without limitation, County Counsel, and receive reimbursement from Contractor for all such costs and expenses incurred by the District in doing so. Contractor has no right or authority to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in any such case, on behalf of the District without the District's prior express written approval.
- 34.3 Contractor certifies and agrees that it fully complies with all applicable requirements of the District's regulations, as well as rules, ordinances, court rules, municipal laws, directives and policies issued pursuant to the enabling statute(s) and/or state or federal regulation or law applicable to the Work and Contractor's District-approved Subcontractors' provision thereof. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code), the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871) and compliance with Section 306 of the Clean Air Act (42 USC 1857[h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Contractor is responsible for staying apprised of any and all relevant changes in the law, including, but not limited to, rules, ordinances, court rules, municipal laws, directives and policies issued pursuant to the enabling statute(s) and/or state or federal regulation or law. Contractor must also comply with all applicable ordinances, rules, policies, directives, and procedures issued or adopted by the District applicable to the Work and Contractor's District-approved Subcontractors' provision thereof for which Contractor is provided actual or constructive notice. The District reserves the right to review Contractor's procedures to ensure compliance with the statutes, ordinances, regulations, rules, rulings, policies and procedures of the state and the federal government, as applicable to this Contract.
- 34.4 Failure by Contractor to comply with such laws and regulations will be material breach of this Contract and may result in termination or suspension of this Contract.

35.0 FAIR LABOR STANDARDS

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

36.0 COMPLIANCE WITH CIVIL RIGHTS LAW

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

- a. That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- b. That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- c. That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- d. Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

37.0 RESTRICTIONS ON LOBBYING - FEDERAL FUNDS PROJECTS

If any federal funds are to be used to pay for any portion of Contractor's Work under this Contract, the District will notify Contractor in writing in advance of such payment and Contractor must fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and will ensure that each of its Subcontractors receiving funds provided under this Contract also fully complies with all applicable certification and disclosure requirements.

38.0 EMPLOYMENT ELIGIBILITY VERIFICATION

- 38.1 Contractor and its Subcontractors warrant that they fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under this Contract meet the citizenship or alien status requirements set forth in federal and state statutes and regulations. Contractor must obtain from all its employees and Subcontractors performing Work hereunder, all verification and other documentation of employment eligibility status required by federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently

exist and as they may be amended. Contractor must retain all documentation for all covered employees for the period prescribed by law.

- 38.2 Contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or the District or both in connection with any alleged violation of any federal or state statutes or regulations pertaining to the eligibility for employment of any persons performing Work under this Contract.

39.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ARE ON A COUNTY RE-EMPLOYMENT LIST

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

40.0 CONSIDERATION OF HIRING GAIN/START PARTICIPANTS

- 40.1 Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor must give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to Contractor. Contractors must report all job openings and job requirements to: GAINSTART@DPSS.LACOUNTY.GOV and BSERVICES@OPPORTUNITY.LACOUNTY.GOV and DPSS will refer qualified GAIN/START job candidates.

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

41.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

42.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

43.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

43.1 Responsible Contractor

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

43.2 Chapter 2.202 of the County Code

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

43.3 Non-responsible Contractor

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

43.4 Contractor Hearing Board

43.4.1 If there is evidence that Contractor may be subject to debarment, District Project Director will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

43.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and District Project Director will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the County Board of Supervisors.

- 43.4.3** After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the County Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 43.4.4** If a Contractor has been debarred for a period longer than five years, that Contractor may after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The District may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: i) elimination of the grounds for which the debarment was imposed, ii) a bona fide change in ownership or management, iii) material evidence in favor of Contractor is discovered after debarment was imposed, or iv) any other reason that is in the best interests of the District.
- 43.4.5** The Contractor Hearing Board will consider a request for review of a debarment determination only where: i) Contractor has been debarred for a period longer than five years, ii) the debarment has been in effect for at least five years, and iii) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 43.4.6** The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

43.5 Subcontractors of Contractor

The terms and procedures of this Paragraph 43.0 (Contractor Responsibility and Debarment) will also apply to Subcontractors, consultants and partners of Contractor performing Work under this Contract.

44.0 FEDERAL ACCESS TO RECORDS

If, and to the extent that Section 1861(v)(1)(I) of the Social Security Act (42 United States Code Section 1395x(v)(1)(i) is applicable, Contractor agrees that for a

period of four years following the furnishing of Services under this Contract, 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 authorized representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of Services provided hereunder. Furthermore, if Contractor carries out any of the Services described in United States Code Section 1395 through any Subcontract with a value or cost of \$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.

45.0 REQUIRED CERTIFICATIONS

Contractor must obtain and maintain in effect during the entire Term of this Contract all licenses, permits, registrations, accreditations and certificates required by all federal, state, and local laws, ordinances, rules, regulations, guidelines and directives, which are applicable to Contractor's provision of the Services under this Contract. Contractor must further ensure that all of its officers, employees, agents and Subcontractors who perform Services hereunder, must obtain and maintain in effect during the Term of this Contract all licenses, permits, registrations, accreditations and certificates which are applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation, and certificate required by all applicable federal, state, and local laws, ordinances, rules, regulations, guidelines, and directives will be provided, if required by law, in duplicate, to District Project Manager at the address set forth in Exhibit D (District's Administration) to this Contract.

46.0 NO THIRD-PARTY BENEFICIARIES

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

47.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST AND DISASTER

Contractor recognizes that the District provides Services essential to the residents of the communities it serves, and that these Services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Contract, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible without related danger to Contractor's or Subcontractors' employees and suppliers. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing their Services on-site, such staff members may perform any or all of their Services remotely.

48.0 CONTRACTOR’S ACKNOWLEDGEMENT OF COUNTY’S COMMITMENT TO SAFELY SURRENDERED BABY LAW

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County’s policy to encourage all County Contractors to voluntarily post County’s “Safely Surrendered Baby Law” poster, in Exhibit G (Safely Surrendered Baby Law) to this Contract, in a prominent position at Contractor’s place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor’s place of business. Information and posters for printing are available at:

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

49.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

Contractor must notify and provide to its employees and must require each Subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit G (Safely Surrendered Baby Law) to this Contract, Safely Surrendered Baby Law of this Contract.

50.0 CONTRACTOR’S WARRANTY OF ADHERENCE TO COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM

50.1 Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

50.2 As required by the County’s Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor’s duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and must during the Term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 10810.5, and must implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

51.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 50.0 (Contractor’s Warranty of Adherence to the County’s Child Support Compliance Program) above, will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of Contractor to cure such default within 90 Days

of written notice will be grounds upon which the County may terminate this Contract pursuant to Paragraph 20.0 (Termination for Default) above, and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

52.0 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

52.1 Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

52.2 Written Employee Jury Service Policy

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

52.2.2 For purposes of this Paragraph 52.2 (Written Employee Jury Service Policy), "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: i) the lesser number is a recognized industry standard as determined by the County, or ii) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 Days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform Services for the County under this Contract, the Subcontractor is also be subject to the provisions of this Paragraph 52.2 (Written Employee Jury Service Policy). The provisions of this Paragraph 52.2 (Written Employee Jury Service Policy) must be inserted into any such Subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.

52.2.3 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor must have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor must immediately notify the District if Contractor at any time either comes within the Jury Service Program's definition of

“contractor” or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor must immediately implement a written policy consistent with the Jury Service Program. The District may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate, to the District’s satisfaction, that Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that Contractor continues to qualify for an exception to the Program.

52.2.4 Contractor’s violation of this Paragraph 52.2 (Written Employee Jury Service Policy) may constitute a material breach of this Contract. In the event of such material breach, the District may, in its sole discretion, terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

53.0 WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

53.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the entire Term of this Contract will maintain compliance, with County Code Chapter 2.206.

54.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 53.0 (Warranty of Compliance with County’s Defaulted Property Tax Reduction Program) above, will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of Contractor to cure such default within ten Days of notice will be grounds upon which the District may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

55.0 DISPUTE RESOLUTION PROCEDURE

55.1 Contractor and the District agree to act immediately to mutually resolve any disputes which may arise with respect to this Contract. All such disputes will be subject to the provisions of this Paragraph 55.0 (Dispute Resolution Procedure) and other provisions in this Contract (such provisions will be collectively referred to as the “Dispute Resolution Procedure”). Time is of the essence in the resolution of disputes.

55.2 Contractor and the District agree that the existence and details of a dispute notwithstanding, both parties will continue without delay their performance hereunder.

- 55.3 Neither party will delay or suspend its performance during the Dispute Resolution Procedure.
- 55.4 In the event of any dispute between the parties with respect to this Contract, Contractor and the District will submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.
- 55.5 If the Project Managers are unable to resolve the dispute within a reasonable time not to exceed ten Days from the date of submission of the dispute to them, then the matter will be immediately submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.
- 55.6 If the Project Directors are unable to resolve the dispute within a reasonable time not to exceed ten Days from the date of submission of the dispute to them, then the matter will be immediately submitted to Contractor's chief operating officer or designee, and the Department's Chief Information Officer. These persons will have ten Days to attempt to resolve the dispute.
- 55.7 If at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under this Contract and/or its rights and remedies as provided by law.
- 55.8 All disputes utilizing this Dispute Resolution Procedure must be documented in writing by each party and will state the specifics of each alleged dispute and all actions taken. The parties will act in good faith to resolve all disputes. At all three levels described in this Paragraph 55.0 (Dispute Resolution Procedure), the efforts to resolve a dispute will be undertaken by conference between the parties' respective representatives, either orally, face-to-face meeting, by telephone, or in writing by exchange of correspondence.
- 55.9 Notwithstanding the foregoing, in the event of the District's infringement of Contractor's intellectual property rights under this Contract or violation by either party of the confidentiality obligations hereunder, the violated party will have the right to seek injunctive relief against the other without waiting for the outcome of the Dispute Resolution Procedure.
- 55.10 Notwithstanding any other provision of this Contract, the District's right to seek injunctive relief to enforce the provisions of Paragraph 16.0 (Confidentiality) above, will not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of the District's rights and will not be deemed to impair any claims that the District may have against Contractor or the District's rights to assert such claims after any such injunctive relief has been obtained.

56.0 ASSIGNMENT BY DISTRICT

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

57.0 NEW TECHNOLOGY

Contractor and the District acknowledge the probability that the technology of the software and hardware which comprise the System will change and improve during

the Term of this Contract. The District desires the flexibility to incorporate into the System any new technologies as they may become available. Accordingly, Contractor's Project Manager must, promptly upon discovery and on a continuing basis, apprise District's Project Director of all new technologies, methodologies, and techniques which Contractor considers to be applicable to the System. Specifically, upon the District's request, Contractor must provide, in writing, a description of such new technologies, methodologies and techniques, indicating the advantages and disadvantages of incorporating same into the System, and provide an estimate of the impact such incorporation will have on the performance, scheduling and price of the System. The District, at its sole discretion, may request that this Contract be amended to incorporate the new technologies, methodologies, and techniques into the System.

58.0 UNLAWFUL SOLICITATION

Contractor must inform all its employees who provide Services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and must take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees.

59.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract will be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder will be exclusively in the District. For claims that are subject to exclusive federal subject matter jurisdiction, Contractor agrees and consents to the exclusive jurisdiction of the Federal District Court of the Central District of California.

60.0 AUTHORIZATION WARRANTY

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

61.0 VALIDITY

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

62.0 SEVERABILITY

If any provision herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same will be deemed severable from the remainder of this Contract, if practicable, and will in no way affect, impair or invalidate any other provision contained herein. If any such provision is deemed invalid in its scope or breadth, such provision will be deemed valid to the extent of the scope or breadth

permitted by law. If any provision of this Contract is adjudged void or invalid for any reason whatsoever but would be valid if part of the wording thereof were deleted or changed, then such provision will apply with such modifications as may be necessary to make it valid and effective.

63.0 NOTICES

- 63.1 All notices or demands required or permitted to be given or made under this Contract, unless otherwise specified, will be in writing and will be addressed to the parties at the following addresses and delivered: (i) by hand with signed receipt, (ii) by first class registered or certified mail, postage prepaid, or (iii) by facsimile or electronic mail transmission followed within 24 hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid. Notices will be deemed given at the time of signed receipt in the case of hand delivery, three Days after deposit in the United States mail as set forth above, or on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing. Addresses may be changed by either party by giving ten Days prior written notice thereof to the other party.
- 63.2 To the District: Notices must be sent to the attention of District Project Manager and District Project Director at the respective addresses specified in Exhibit D (District's Administration) to this Contract.
- 63.3 To Contractor: Notices must be sent to the attention of Contractor's Project Manager at the address specified in Exhibit E (Contractor's Administration) to this Contract, with a copy to Contractor's Project Director.
- 63.4 Each party may change the names of the people designated to receive notices pursuant to this Paragraph 63.0 (Notices) by giving written notice of the change to the other party, subject to the District's right of approval in accordance with Paragraph 8.3 (Approval of Contractor's Staff) above.

64.0 ARM'S LENGTH NEGOTIATIONS

This Contract is the product of arm's length negotiations between Contractor and the District, with each party having had the opportunity to receive advice from and representation by independent counsel of its own choosing. As such, the parties agree that this Contract is to be interpreted as fair between them and is not to be strictly construed against either as the drafter or otherwise.

65.0 RE-SOLICITATION OF BIDS AND PROPOSALS

- 65.1 Contractor acknowledges that, prior to the expiration or earlier termination of this Contract, the District, in its sole discretion, may exercise its right to invite bids or request proposals for the continued provision of the goods and Services delivered or contemplated under this Contract. The District will make the determination to re-solicit bids or request proposals in accordance with applicable County policies.
- 65.2 Contractor acknowledges that the District, in its sole discretion, may enter into an agreement for the future provision of goods and Services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any

future invitation for bids or request for proposals by virtue of its present status as Contractor.

66.0 RECYCLED BOND PAPER

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

67.0 FORCE MAJEURE

67.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's Subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph as "force majeure events").

67.2 Notwithstanding the foregoing, a default by a Subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such Subcontractor, and without any fault or negligence of either of them. In such case, Contractor is not liable for failure to perform, unless the goods or Services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph 67.0 (Force Majeure), the term "Subcontractor" and "Subcontractors" mean Subcontractors at any tier.

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

68.0 NON-EXCLUSIVITY

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

69.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

69.1 Contractor must repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor, its employees or its agents. Such repairs will be made immediately after Contractor has become aware of such damage, but in no event later than 30 Days after the occurrence.

69.2 If Contractor fails to make timely repairs, the District may make any necessary repairs. All costs incurred by the District, as determined by the District, for such repairs will be repaid by Contractor by cash payment upon demand or without limitation of all District's other rights and remedies provided by law or under this

Contract, the District may deduct such costs from any amounts due Contractor from the District under this Contract.

70.0 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party will, within one Business Day, give notice thereof, including all relevant information with respect thereto, to the other party.

71.0 ACCESS TO COUNTY FACILITIES

Contractor, its employees, and agents, may be granted access to County facilities, subject to Contractor's prior notification to District Project Manager, for the purpose of executing Contractor's obligations hereunder. Access to County facilities may be restricted to normal business hours, 8:00 a.m. until 5:00 p.m., Pacific Time, Monday through Friday, County-observed holidays excepted. Access to County facilities outside of normal business hours must be approved in writing in advance by District Project Manager, which approval will not be unreasonably withheld. Contractor must have no tenancy, or any other property or other rights, in County facilities. While present at County facilities, Contractor's personnel will be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by District Project Manager.

72.0 DISTRICT FACILITY OFFICE SPACE

For Contractor to perform Services hereunder and only for the performance of such Services, the District may elect, subject to the District's standard administrative and security requirements, to provide Contractor with office space and equipment, as determined at the discretion of the applicable District Project Manager at County facilities, on a non-exclusive use basis. The District will also provide Contractor with reasonable telephone service in such office space for use only for purposes of this Contract. The District disclaims all responsibility for the loss, theft or damage of any property or material left at such District office space by Contractor.

73.0 PHYSICAL ALTERATIONS

Contractor must not in any way physically alter or improve any County facility without the prior written approval of the District Project Director and the Director of County's Internal Services Department, in their discretion.

74.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE

Contractor must use reasonable efforts to ensure that no employee of Contractor or its Subcontractors performs Services under this Contract while under the influence of any alcoholic beverage, medication, narcotic, or other substance which might impair the employee's physical or mental performance.

75.0 TIME OFF FOR VOTING

Contractor must notify its employees and must require each Subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten Days before every statewide

election, every Contractor and Subcontractors must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of California Elections Code Section 14000.

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

- 76.1 Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.
- 76.2 If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County will require that Contractor or member of Contractor's staff be removed immediately from performing Services under the Contract. The County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.
- 76.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 77.0 (Compliance with County's Zero Tolerance Policy on Human Trafficking) will not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Contract.

77.0 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES

Contractor, and its Subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952. Contractor's violation of this Paragraph 77.0 (Compliance with Fair Chance Employment Practices) of this Contract may constitute a material breach of this Contract. In the event of such material breach, the District may, in its sole discretion, terminate this Contract.

78.0 COMPLIANCE WITH THE COUNTY POLICY OF EQUITY

Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation, and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. Contractor, its employees, and Subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of Contractor, its employees, or its Subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject Contractor to termination of this Contract and other contractual agreements, as well as civil liability.

79.0 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or

proposal in a County solicitation if the Proposer/Contractor has assisted in developing or preparing any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision will survive the expiration or termination of this Contract.

80.0 INTENTIONALLY OMITTED

81.0 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any Fiscal Year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that Fiscal Year and any subsequent Fiscal Year during the entire Term of this Contract (including any extensions), and the Services to be provided by Contractor under this Contract may also be reduced correspondingly. The District's notice to Contractor regarding said reduction in payment obligation will be provided within 30 Days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor must continue to provide all the Services set forth in this Contract.

82.0 COMPLAINTS

82.1 Contractor must develop, maintain, and operate procedures for receiving, investigating, and responding to complaints.

82.2 Complaint Procedures

- a. Within 30 Business Days after the Contract effective date, Contractor must provide the District with Contractor's policy for receiving, investigating, and responding to complaints.
- b. The District will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
- c. If the District requests changes in Contractor's policy, Contractor must make such changes and resubmit the plan within five Business Days for District approval.
- d. If, at any time, Contractor wishes to change Contractor's policy, Contractor must again submit proposed changes to the District for approval.
- e. Contractor must preliminarily investigate all complaints and notify the District Project Manager of the status of the investigation within two Business Days of receiving the complaint.
- f. When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- g. Copies of all written responses must be sent to the District Project Manager within five Business Days of mailing to the complainant.

83.0 COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS

This Contract may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Contract. The facsimile, email or electronic signature of the Parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

The District and Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 9.0 (Amendments and Change Notices) above, and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

84.0 MOST FAVORED PUBLIC ENTITY

If Contractor's prices decline, or should Contractor, at any time during the Term of this Contract, provide similar software, Service Levels, software models, components, goods or Services under similar delivery conditions to the State of California or any county, municipality or district of the State or to any other state, county or municipality at prices below those set forth in this Contract, then such lower prices must be immediately extended to the District. The District will have the right, at the District's expense, to utilize a County auditor or an independent auditor to verify Contractor's compliance with this Paragraph 84.0 by review of Contractor's books and records.

85.0 NONDISCRIMINATION AND AFFIRMATIVE ACTION

85.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and must be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and state anti-discrimination laws and regulations.

85.2 Contractor certifies to the District each of the following:

- a. That Contractor has a written policy statement prohibiting discrimination in all phases of employment,
- b. That Contractor periodically conducts a self-analysis or utilization analysis of its work force,
- c. That Contractor has a system for determining if its employment practices are discriminatory against protected groups, and
- d. Where problem areas are identified in employment practices, that Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

85.3 Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color,

religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and state anti-discrimination laws and regulations. Such action must include, but is not limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 85.4 Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to, or because of, race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 85.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies must comply with all applicable federal and state laws and regulations to the end that no person must, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any Project, program, or activity supported by this Contract.
- 85.6 Contractor must allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 85.0 (Nondiscrimination and Affirmative Action) when so requested by the District.
- 85.7 If the District finds that any provisions of this Paragraph 85.0 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the District may terminate or suspend this Contract. The District reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated. In addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated federal or state anti-discrimination laws or regulations will constitute a finding by the District that Contractor has violated the anti-discrimination provisions of this Contract.
- 85.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Contract, the District will, at its sole option, be entitled to the sum of \$500 for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.
- 85.9 The terms and procedures of this Paragraph 85.0 (Nondiscrimination of Affirmative Action) will also apply to Subcontractors, consultants and partners of Contractor performing Work under this Contract.

86.0 PUBLIC RECORDS ACT

- 86.1 Any documents submitted by Contractor; all information obtained in connection with the District's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 31.0 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required

to be submitted in response to the RFP used in the solicitation process for this Contract, become the exclusive property of the District. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 7920 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary". The District will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

87.0 DISCLOSURE OF CONTRACT

87.1 Disclosure

Contractor must not disclose any terms or conditions of, or any circumstances or events that occur during the performance of, this Contract to any person or entity except as may be otherwise provided herein or required by law. In the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor must, to the extent allowed by law or such order, promptly notify District Project Director. Thereafter, Contractor must comply with such order, process, or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor must delay such compliance and cooperate with the District to obtain relief from such obligations to disclose until the District has been given a reasonable opportunity to obtain such relief.

However, in recognizing Contractor's need to identify its services and related clients to sustain itself, the District will not inhibit Contractor from publicizing its role under this Contract under the following conditions:

- Contractor must develop all publicity material in a professional manner.
 - During the Term of this Contract, Contractor must not, and must not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name or seal of the District or any County department without the prior written consent of District Project Director for each such item.
- 87.2 Contractor may, without the prior written consent of the District, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 87.0 (Disclosure of Contract) will apply.

87.3 Required Disclosure

Notwithstanding any other provision of this Contract, either party may disclose information about the other that: (i) is lawfully in the public domain at the time of disclosure, (ii) is disclosed with the prior written approval of the party to which such information pertains, or (iii) is required by law to be disclosed.

88.0 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

88.1 District Materials

Contractor agrees that the District, as applicable, will own all rights, title and interest, including all copyrights, patent rights, trade secret rights and other proprietary rights therein, in and to all information, data, plans, schedules, Departmental procedures and processes, algorithms, diagrams, reports, working papers, documents, training materials, records and any other information or Work Products originated or created solely for the District, as applicable, through Contractor's Work pursuant to this Contract and any District data whether provided by the District or otherwise accessible or generated by Contractor or the Solution, excluding the Work Product and Licensed Software provided by Contractor and related Documentation (collectively "District Materials"). Contractor, therefore, hereby assigns and transfers to District all of Contractor's right, title and interest in and to all such District Materials, provided that notwithstanding such District ownership, Contractor may retain possession of all working papers prepared by Contractor.

During and for a minimum of five years subsequent to the Term of this Contract, Contractor must retain all of Contractor's working papers prepared under this Contract, including to the extent necessary District Materials. The District will have the right to inspect all such working papers, make copies thereof and use the working papers and the information contained therein.

88.2 Transfer to County

The County will have the right to register all copyrights and patents in the name of County of Los Angeles. All material expense of effecting such assignment and transfer of rights will be borne by the County. Further, the County will have the right to assign, license or otherwise transfer all County's right, title, and interest, including, but not limited to, copyrights and patents, in and to County Materials.

88.3 Proprietary and Confidential

All materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Contract, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to District Project Director as proprietary or confidential, and be plainly and prominently marked by Contractor as "PROPRIETARY" or "CONFIDENTIAL", if applicable.

Notwithstanding any other provision of this Contract, the District will not be obligated in any way under this Contract for:

- a. Any disclosure of any materials which the District is required to make under the California Public Records Act or otherwise by any state or federal law or order of court, or
 - b. Any Contractor's proprietary and/or confidential materials not plainly and prominently marked with restrictive legends.
- 88.4 The District will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The District agrees not to reproduce, distribute, or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.
- 88.5 Notwithstanding any other provision of this Contract, the District will not be obligated to Contractor in any way under Paragraph 88.4 above.
- 88.6 All the rights and obligations of this Paragraph 88.0 (Ownership of Materials, Software and Copyright) will survive the expiration or termination of this Contract.

89.0 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

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

90.0 DATA DESTRUCTION

If Contractor has maintained, processed, or stored District data and/or information, implied or expressed, Contractor has the sole responsibility to certify that the data and information has been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization. Available at:

<https://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201>.

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

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

91.0 ELIGIBLE ENTITIES

The District and Contractor agree that Eligible Entities may purchase products or services defined herein under the same terms and conditions as the District, subject to any applicable local purchasing ordinances and laws of the State of California.

For purposes of this Contract, an Eligible Entity is any public law enforcement/public safety agency whose procurement rules, whether internal or enacted pursuant to statute, allow them to purchase goods or services through a procurement vehicle such as this RFP.

The terms and conditions of this Contract will be made available, upon request, to public law enforcement/public safety agencies, "Eligible Entities", upon request.

The District will not be construed as a dealer, re-marketer, representative, partner, or agent of any type, of Contractor. Eligible Entities will be solely responsible for ordering services and products under this District Contract. Payments for services and products ordered by an Eligible Entity will be the exclusive obligation of such Eligible Entity.

The District will not be obligated, liable, or responsible for any order made by any Eligible Entity or any employee thereof, or for any payment required to be made with respect to such order, and that any disputes between Eligible Entities and Contractor are not the responsibility of the District. The exercise of any rights or remedies of the Eligible Entities or Proposer will be the exclusive obligation of such parties.

The District makes no representation or guaranty with respect to any minimum purchases by the District, or any Eligible Entity or any employee thereof, under this District contract or any Eligible Entity contract.

Notwithstanding any additional or contrary terms in the Eligible Entity's contract, the applicable provisions of this Contract (except for price, scope of work, product delivery, passage of title, risk of loss to equipment, and warranty conditions) will govern the purchase and sale of the services or products ordered by the Eligible Entities.

92.0 LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PREFERENCE PROGRAM (IF APPLICABLE)

- 92.1 This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 92.2 Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain, or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.
- 92.3 Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.
- 92.4 If Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, must:
 - a. Pay to the County any difference between this Contract amount and what the County's costs would have been if this Contract had been properly awarded,
 - b. In addition to the amount described in subdivision (a) above, Contractor will be assessed a penalty in an amount of not more than ten percent of the amount of this Contract, and
 - c. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties will also apply to any business that has previously obtained proper certification, however, because of a change in their status would no longer be eligible for certification and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

93.0 SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM (IF APPLICABLE)

- 93.1 This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the County Code.
- 93.2 Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.

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

The above penalties will also apply to any entity that has previously obtained proper certification, however, because of a change in their status would no longer be eligible for certification and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

94.0 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM (IF APPLICABLE)

- 94.1 This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- 94.2 Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- 94.3 Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- 94.4 If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor must:
- a. Pay to the County any difference between this Contract amount and what the County's costs would have been if this Contract had been properly awarded,

- b. In addition to the amount described in subdivision (a) above, Contractor will be assessed a penalty in an amount of not more than ten percent of the amount of this Contract, and
- c. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this Contract, the above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

95.0 COMPLIANCE WITH COUNTY'S WOMEN IN TECHNOLOGY HIRING INITIATIVE

At the direction of the Board of Supervisors, the County has established a "Women in Technology" (WIT) Hiring Initiative focused on recruiting, training, mentoring and preparing all genders, including women, at-risk youth, and underrepresented populations (program participants) for County Information Technology (IT) careers. In support of the subject initiative, IT contractors currently offering certification, training, and/or mentoring programs must make such program(s) available to WIT program participants, if feasible. Contractors must report such programs available to: WITProgram@isd.lacounty.gov.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be executed by the Fire Chief of the Consolidated Fire Protection District of Los Angeles County (or designee) and approved by County Counsel, and Contractor has caused this Contract to be executed in its behalf by its duly authorized officer, this 1st day of August, 2024.

By _____
Contractor

Signed: _____

Printed: _____

Title: _____

CONSOLIDATED FIRE PROTECTION
DISTRICT OF LOS ANGELES COUNTY

By _____
Fire Chief

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Senior Deputy County Counsel

SOLE SOURCE CHECKLIST

Department Name: _____

- New Sole Source Contract
- Existing Sole Source Contract Date Sole Source Contract Approved: _____

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

Rene' Phillips

Chief Executive Office

Date

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	7/10/2024	
BOARD MEETING DATE	7/23/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Sheriff's Department	
SUBJECT	Approve a sole source contract with Zetron, Inc. (Zetron)	
PROGRAM	Acom Dispatch Console System (System)	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: Zetron does not endorse any third-party to provide support, maintenance, and/or upgrade services to their proprietary Acom technology.	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	The current maintenance agreement expires July 31, 2024.	
COST & FUNDING	Total cost: \$5,691,836.98	Funding source: General Fund/PRAD
	TERMS (if applicable): Five years, plus two one-year option periods.	
	Explanation:	
PURPOSE OF REQUEST	Approval of a Sole Source contract with Zetron for maintenance and support services for a period of five years, plus two one-year option periods.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The System provides mission-critical radio communications to all aspects of the Department's radio operations. The System is a critical component of the Department's voice communication system, which connects the Department's Computer Aided Dispatch (CAD) system with the voice radio system, including dispatchers in the Department's Communications Center.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: <ul style="list-style-type: none"> • Alex Madera, Contracts Manager, (213) 229-3276, amadera@lasd.org • Marshall Yelverton, Subject Matter Expert, (323) 881-8002, mryelver@lasd.org 	

July 23, 2024

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:

**APPROVE SOLE SOURCE CONTRACT WITH ZETRON, INC.
TO PROVIDE ACOM DISPATCH CONSOLE SYSTEM
MAINTENANCE AND SUPPORT SERVICES
(ALL DISTRICTS) (3 VOTES)**

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

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is seeking Board approval and execution of a sole source contract (Contract) with Zetron, Inc. (Zetron) to provide continued maintenance and support services (Services) for the Department's Acom Dispatch Console System (System).

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chair of the Board to sign the attached Contract with Zetron, effective August 1, 2024, through and including July 31, 2029, with an option to extend for two additional one-year periods, at the sole discretion of the County.
2. Delegate authority to the Sheriff, or his authorized designee, to execute amendments and change notices to the Contract, as set forth throughout the Contract in order to: (1) effectuate modifications, which do not materially affect the term of the Contract, (2) exercise option terms, (3) add new or revised standard

County contract provisions adopted by the Board, as periodically required, (4) effectuate the assignment and delegation/mergers or acquisitions provision, (5) engage Zetron to provide Optional Work (e.g., programming modifications, professional services, and acquire relevant additional hardware and software), as required by the County, using available Pool Dollars, with concurrence of the County's Office of the Chief Information Officer (OCIO), the Department's Office of Technology Planning (OTP), and approval as to form by County Counsel, and (6) terminate the Contract, either in whole or in part, by the provision of a 30-day written notice.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The System is a critical component of the Department's voice communication system, which connects the Department's Computer Aided Dispatch (CAD) system with the voice radio system, including dispatchers in the Department's communications center.

Zetron is the sole manufacturer/provider of its proprietary System. Zetron does not train, certify, license, or otherwise endorse any third party to provide support, maintenance, and/or upgrade services to its Acom dispatch technology.

The System provides mission critical radio communications for all aspects of the Department's radio operations. The System was instrumental in moving the Department forward with the implementation of the Los Angeles Regional Interoperable Communications System by providing a modern interface that could connect and process both analog and digital radio communications systems seamlessly. In the event either the Department's or the Los Angeles County Fire Department's (LACoFD) radio system fails, each department would be able to switch to the other department's core system and bring up a limited amount of radio communications. This functionality provided a much needed and highly sought after failover/backup solution for both County departments.

BACKGROUND

On May 21, 2012, the Department, in a joint requisition with the LACoFD, entered into an agreement with Raytheon Company (Raytheon) under Master Agreement Number MA-IS-1240202 (Master Agreement) to purchase a new radio dispatch console. This radio dispatch console replaced the Department's 28-year-old console radio, known as the Console Switch Interface.

From 2012 through 2016, the parties executed Amendments One through Three to update and replace technical exhibits as well as make changes to the tasks and deliverables.

On July 20, 2016, the parties executed Amendment Four to memorialize the County's consent to change Raytheon's subcontractor from Pantel International to Zetron.

From 2016 through 2019, the parties executed Amendments Five through Seven to again update and replace technical exhibits as well as make more changes to the tasks and deliverables.

On June 11, 2019, Zetron successfully completed for the Department the implementation of its Acom System, with the System reaching final acceptance shortly thereafter on July 31, 2019.

On August 1, 2019, the initial term of the maintenance agreement began for a period of five years, through and including July 31, 2024.

On November 1, 2020, the parties executed Amendment Eight to memorialize the County's consent to complete and fully transfer the novation of Raytheon's obligations and liabilities for services to Zetron under the same Master Agreement. Under Amendment Eight, Raytheon was released of all contractual obligations, including any responsibility for maintenance and support of the System.

The current Agreement expires on July 31, 2024.

Implementation of Strategic Plan Goals

The requested actions support the County Strategic Plan's North Star 2: Foster vibrant and resilient communities; Focus Area C: Public Safety by maximizing the use of radio dispatch console system technology to support public safety services efficiently and securely.

FISCAL IMPACT/FINANCING

The maximum contract sum for the Contract will not exceed \$5,691,836.98, which includes an allocation of \$694,851.18 in Pool Dollars for any required Optional Work and \$1,522,729.89 for a Hardware Refresh to be implemented in the second year of the contract, at the County's sole discretion. The fees will be applied as follows:

Description of Work	Cost
Maintenance and Support – Year 1	\$ 426,707.48
Maintenance and Support – Year 2	\$ 448,042.85
Maintenance and Support – Year 3	\$ 470,445.00
Maintenance and Support – Year 4	\$ 493,967.25
Maintenance and Support – Year 5	\$ 518,665.61
Maintenance and Support – Option Year 1	\$ 544,598.89
Maintenance and Support – Option Year 2	\$ 571,828.83
Contract Sum:	\$3,474,255.91
Pool Dollars @ 20% of Contract Sum:	\$ 694,851.18
Hardware Refresh	\$1,522,729.89
Maximum Contract Sum:	\$5,691,836.98

Funding is allocated in the Department’s operating budget and the Department is responsible for ensuring it has adequate funding in its operating budget prior to requesting and approving services under the Contract.

The allocation of Pool Dollars will be used to procure as-needed goods and/or Services throughout the term of the Contract in the event of currently unforeseeable exigencies or future changes to performance requirements.

All Maintenance and Support fees will be paid yearly in advance.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Zetron has affirmed it is in compliance with all Board and County Chief Executive Office requirements, including Jury Service Program, Safely Surrendered Baby Law, and Defaulted Property Tax Reduction Program.

In compliance with Board Policy 6.020, “Chief Information Office Board Letter Approval,” the OCIO reviewed the information technology (IT) components (management, design, development, acquisition, expansion, or purchase of IT systems and/or related services) of this request and recommends approval. The OCIO determined this recommended action does not include any new IT items that would necessitate a formal written CIO analysis.

The Contract has been approved as to form by County Counsel.

CONTRACTING PROCESS

On March 20, 2024, pursuant to Board Policy 5.100, the Department provided the Board with advance notification of its intent to enter negotiations for a new sole source Contract with Zetron.

On April 18, 2024, the Department posted a Request for Information (RFI) to investigate commercial off-the-shelf radio dispatch console systems. The Department received three responses to the RFI, which are currently under review.

The Department is currently in the evaluation phase of a Request for Proposals (RFP) for a replacement CAD system. It is the Department's intent to begin the development of an RFP to replace the System while the new CAD system is being implemented.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this action will ensure uninterrupted Services that are critical for the continued operation of the System.

CONCLUSION

Upon Board approval, please return two adopted copies of this Board letter and two original executed copies of the Contract to the Department's Contracts Unit.

Sincerely,

Reviewed by:

ROBERT G. LUNA
SHERIFF

PETER LOO
ACTING CHIEF INFORMATION
OFFICER

RGL:JT:CM:RFM:sl/my
(Fiscal Administration Bureau–Contracts Unit)

c: Board of Supervisors, Justice Deputies
Edward Yen, Executive Officer, Board of Supervisors
Fesia Davenport, Chief Executive Officer
Rene Phillips, Manager, CEO
Jocelyn Ventilacion, Principal Analyst, CEO
Anna Petrosyan, Senior Analyst, CEO
Michael Xie, Senior Analyst, CEO
Dawyn R. Harrison, County Counsel
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Cammy C. DuPont, Principal Deputy County Counsel, Legal Advisory Unit
April L. Tardy, Undersheriff
Jill Torres, Assistant Sheriff, CFAO
Jason A. Skeen, Chief of Staff, Office of the Sheriff
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Brian Yanagi, Chief, Technology and Support Division (TSD)
John P. Burcher, Commander, TSD
Glen Joe, Assistant Division Director, ASD
Chris Kovac, Commander, TSD
Richard F. Martinez, Assistant Division Director, ASD
David E. Culver, Director, Financial Programs Bureau
David Sum, Captain, Communications and Fleet Management Bureau (CFMB)
Rene A. Garcia, Lieutenant, ASD
Marshall Yelverton, Lieutenant, CFMB
Alex Madera, Administrative Services Manager (ASM) III, FAB, Contracts Unit (CU)
Erica M. Nunes, Sergeant, ASD
Kristine D. Corrales, Deputy, ASD
Veronica Urenda, ASM II, FAB, CU
Juan Amaya, ASM I, FAB, CU
(Contracts–Zetron 06-07-24)

CONTRACT



CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

ZETRON, INC.

FOR

**ACOM DISPATCH CONSOLE SYSTEM
MAINTENANCE AND SUPPORT SERVICES**

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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND**

**FOR
ACOM DISPATCH CONSOLE SYSTEM
MAINTENANCE AND SUPPORT SERVICES**

This Contract (Contract) made and entered into this ___ day of _____, 20__ by and between the County of Los Angeles (County), and Zetron, Inc (Contractor), to provide maintenance and support Services.

RECITALS

WHEREAS, Contractor is qualified by reason of experience, preparation, equipment, organization, qualifications and staffing to provide to the County the Work contemplated by this Contract, and

WHEREAS, the County is authorized by, inter alia, California Government Code sections 26227 and 31000 to contract for goods and services, including the Work contemplated herein, and

WHEREAS, the County, through the Los Angeles County Sheriff's Department (Department), desires Contractor to provide maintenance and support Services, and

WHEREAS, this Contract (as defined below) is authorized pursuant to Government Code Sections 23005 and 31000 and otherwise.

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F1, F2, F3, G, and H1, H2, H3 and H4 are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any Task, Deliverable, goods, Service, or other Work, or otherwise between the base Contract and the Exhibits, or between Exhibits and Attachments, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits and Attachments according to the following priority.

Exhibits:

- 1.1 Exhibit A – Statement of Work
- 1.2 Exhibit B – Equipment List and Locations
- 1.3 Exhibit C – Service Level Agreement
- 1.4 Exhibit D – County’s Administration
- 1.5 Exhibit E – Contractor’s Administration
- 1.6 Exhibits F1, F2 and F3 – Forms Required at the Time of Contract Execution
- 1.7 Exhibit G – Safely Surrendered Baby Law
- 1.8 Exhibits H1, H2, H3 and H4 – Information Security and Privacy Requirements

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No changes to this Contract will be valid unless they are prepared pursuant to Paragraph 9.0 (Amendments and Change Notices) below and duly signed by authorized representatives from both parties.

2.0 DEFINITIONS

The terms and phrases in this Paragraph 2.0 (Definitions), whether singular or plural, are listed for convenience and reference only; they are not intended to define the scope of any provision thereof. The following words as used herein and throughout will be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Acceptance:** The County’s written approval of any Tasks, subtasks, Deliverables, goods, Services or other Work, including acceptance tests and any work orders, provided by Contractor to the County pursuant to this Contract.
- 2.2 **Acceptance Criteria:** Criteria for the County’s Acceptance of Contractor’s Work under this Contract, including any work orders executed hereunder.
- 2.3 **Additional Products:** Additional components of System Software, System Hardware, and related Documentation that Contractor may provide upon the County’s request therefor in accordance with Paragraph 3.3.3 (Optional Work) of this Contract, for the System to meet existing or future Solution Requirements specified by the County, which will update Attachment B.2 (Optional Work Schedule) to Exhibit B (Equipment List and Locations). Once accepted and approved by the County, Additional Products will become part of, and be deemed, the Solution (as defined herein below) for the purpose of this Contract.
- 2.4 **Amendment:** A written instrument prepared and executed by the authorized representatives of the parties, which revises and/or adds terms and conditions to this Contract affecting the scope of Work, Term, payments or any term or condition. All Amendments must be approved and executed by the parties in accordance with Paragraph 9.0 (Amendments and Change Notices) of this Contract.

- 2.5 Application Modifications: Programming, Programming Modifications, Replacement Products, Software Updates, and any Additional Products that may be provided by Contractor to the County under this Contract. Once accepted and approved by the County, Application Modifications will become part of, and be deemed, Application Software for the purpose of this Contract.
- 2.6 Baseline Software: The commercially available version(s) of Contractor's proprietary software, related Documentation, and any updates, enhancements, or new versions commercially released during this maintenance Contract, which Contractor must modify and implement as part of this Contract.
- 2.7 Business Day: Any day of eight working hours from 8:00 a.m. to 5:00 p.m. Pacific Time (PT), Monday through Friday, excluding County-observed holidays.
- 2.8 Change Notice: A written instrument prepared and executed by County Project Manager identifying any change requested by the County and or Contractor, including for acquisition of Optional Work using Pool Dollars, which does not affect the scope of work, Term, payments or any term or condition of this Contract. Any Change Notice must be executed and delivered in accordance with Paragraph 9.0 (Amendments and Change Notices) of this Contract.
- 2.9 Client Environment: The computers, including all workstations, equipment, devices and peripherals together with all associated Operating Software and Application Software connected to the Production Environment for accessing and using the Solution, including all associated System Hardware and System Software.
- 2.10 Configurations: The modifications to, or functional arrangement of, data within the Application Software and related Documentation that may be provided by Contractor to the County during this Contract or as part of Optional Work for the Solution to meet existing or future Solution Requirements specified by the County.
- 2.11 Contract Sum: The total monetary amount authorized to be payable by the County to Contractor under this Contract, as set forth in Paragraph 5.0 (Contract Sum) of this Contract. The Contract Sum cannot be adjusted for any costs or expenses whatsoever by Contractor.
- 2.12 Contract: This agreement executed between the County and Contractor. Included are all supplemental agreements amending or extending the Service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all Tasks, Deliverables, Services and other Work.
- 2.13 Contractor: The legal entity that has entered into an agreement with the County to perform or execute the Work covered by this Contract.
- 2.14 Contractor Project Manager: The person designated by Contractor to administer the Contract operations under this Contract.
- 2.15 County Materials: Has the meaning set forth in Paragraph 88.1 (County Materials) of this Contract.
- 2.16 County Project Director: The person designated by the County with authority for the County on contractual or administrative matters relating to this Contract that cannot

be resolved by County Project Manager. All references here forward to County Project Director will mean, "County Project Director or their authorized designee."

- 2.17 County Project Manager: The person designated by County Project Director to manage the operations under this Contract. All references here forward to County Project Manager will mean, "County Project Manager or their authorized designee."
- 2.18 Customizations: Same as Programming or Programming Modifications made to the Baseline Software, including related Documentation, and which are provided by Contractor upon the County's request as part of this Contract or Optional Work for the Solution to meet existing or future Solution Requirements specified by the County. Customizations will become part of, and be deemed, Application Software for the purpose of this Contract.
- 2.19 Day(s): Calendar day(s) unless otherwise specified.
- 2.20 Deficiency; Deficiencies; Defect(s): Any material malfunction, error or defect in the design, development, implementation, materials, and/or workmanship; any failure to meet or comply with or deviation from Solution Requirements, Specifications, County approved Deliverables, any published and/or mutually agreed upon standards or any other representations or warranties by Contractor under this Contract regarding the Solution; and/or any other problem which results in the Solution, or any component thereof, not performing in compliance with the provisions of this Contract, including, but not limited to, the Specifications and Solution Requirements.
- 2.21 Deficiency Credits: Credits or any other form of discount to be applied to the applicable Service Fees for Contractor's failure to correct a Solution Deficiency within a prescribed period, including, but not limited to, Unscheduled Downtime or any Solution Performance Deficiency, as further specified in Exhibit C (Service Level Agreement) to this Contract.
- 2.22 Deliverable: Items and/or Services provided or to be provided by Contractor under this Contract.
- 2.23 Disaster: A catastrophic event that results in significant or potentially significant Unscheduled Downtime or disruption of the Production Environment and requires Contractor to provide Disaster Recovery as specified in Exhibit C (Service Level Agreement) to this Contract.
- 2.24 Disabling Device: Any device, method or means including, without limitation, the use of any "virus", "lockup", "time bomb", "key lock", "worm", "back door" or "Trojan Horse" device or program, or any disabling code, which has the potential or capability of compromising the security of the County's confidential or proprietary information; or of causing any unplanned interruption of; or accessibility of the Solution or any component to the County or any User, or which could alter, destroy or inhibit the use of the Solution or any component, or the data as further specified in Paragraph 11.1 (General Warranties) of this Contract.
- 2.25 Documentation: Any and all written and electronic materials provided or made available by Contractor under this Contract, including, but not limited to, documentation relating to software and hardware specifications and functions,

training course materials, specifications including Solution Requirements, technical manuals, handbooks, flow charts, technical information, reference materials, user manuals, operating manuals, quick reference guides, FAQs, and all other instructions and reference materials relating to the capabilities, operation, installation and use of the Solution and/or applicable components. Documentation in electronic form must be in Software formats acceptable to the County.

- 2.26 Fiscal Year: The 12-month period beginning July 1st and ending the following June 30th.
- 2.27 Hardware Upgrade: Any addition to, or replacement of, any component of the Solution Hardware available or made available, in order to comply with the Solution Performance Requirements, Exhibit C (Service Level Agreement), Exhibit A (Statement of Work), and/or any of the specifications set forth in this Contract.
- 2.28 Interface: The set of software mechanisms used for the transfer of electronic data and/or software commands among and between computer systems including the Solution and any interfaced system, networks, applications, modules and Users, and related Documentation, previously provided or to be provided by Contractor to the County during the entire Term of this Contract as part of Solution or Optional Work.
- 2.29 License: The terms and conditions granting the County and its Users rights to use the Application Software licensed by Contractor under this Contract as specified in Paragraph 10.2 (License) of this Contract.
- 2.30 Licensed Software: The Application Software licensed by Contractor to the County under this Contract, and related Documentation, including any pre-developed or newly developed software and other tools, Replacements Products, and any additional software.
- 2.31 Maximum Fixed Price: The maximum amount to be paid by the County to Contractor for any Optional Work approved by the County to be provided by Contractor in accordance Paragraph 3.3.3 (Optional Work) of this Contract.
- 2.32 Operating Software: Includes the operating and database software and other products which are necessary and must be provided by Contractor or the County as part of the Solution Environment.
- 2.33 Maintenance & Support (M&S): Maintenance Services and Support Services provided by Contractor in accordance with this Contract, as further specified in Exhibit A (Statement of Work) and Exhibit C (Service Level Agreement).
- 2.34 Optional Work: Programming Modifications, Professional Services and/or Additional Products that may be provided by Contractor to the County throughout the entire Term of this Contract upon the County's request and approval in accordance with Paragraph 3.3.3 (Optional Work) and identified appropriately in Attachment B.2 (Optional Work Schedule) to Exhibit B (Equipment List and Locations).
- 2.35 Performance Deficiency: The Solution not meeting any one of the Solution Performance Requirements set forth in Exhibit C (Service Level Agreement) to this Contract.

- 2.36 Pool Dollars: The amount allocated under this Contract for the provision by Contractor of Optional Work throughout the entire Term of this Contract.
- 2.37 Professional Services: Includes training, consulting Services, programming and/or other Services requiring professional expertise that Contractor may provide upon the County's request in the form of Optional Work in accordance with Paragraph 3.3.3 (Optional Work) of this Contract.
- 2.38 Programming Modifications: Modifications to Application Software, including Configurations, Customizations and Interfaces, and related Documentation that Contractor will provide throughout the entire Term of this Contract, upon the County's election, for the Solution to meet existing or future Requirements specified by the County or other governing bodies. Once accepted and approved by the County, all Programming Modifications will become part of, and be deemed, Application Software for the purpose of this Contract.
- 2.39 Project: The maintenance and support for the Solution, and any other related Work provided by Contractor in accordance with the terms of this Contract.
- 2.40 Replacement Product: Any software or maintained hardware product for which Contractor may replace any or all components of the Licensed Software or hardware during the Term of this Contract, as further specified in Paragraph 11.4 (Continuous Product Support) of this Contract.
- 2.41 Service Fees: Includes the fees to be paid by the County to Contractor for the provision of M&S Services under this Contract in accordance with the terms of this Contract, including Exhibit C (Service Level Agreement) to this Contract.
- 2.42 Service Levels: Contractor's Service obligations to the County during Production Use of the Solution as specified in Exhibit C (Service Level Agreement) to this Contract.
- 2.43 Services: Work related to M&S, any Work that is part of Optional Work, and any other Work that may be provided by Contractor under this Contract.
- 2.44 Software Updates: Includes any additions to and/or replacements to the Solution Software, available or made available, and will include all Application Software and firmware performance and functionality enhancement releases, new Version Releases, Solution Software upgrades, improvements, interim updates, including fixes and patches, Deficiency corrections, and any other modifications to the Application Software, including, but not limited to, those required for the Solution to remain in compliance with applicable federal and state laws and regulations and the terms of this Contract, provided by Contractor in accordance with Exhibit A (Statement of Work) and Exhibit C (Service Level Agreement) to this Contract, with all respective Attachments and Schedules thereto.
- 2.45 Solution: The combination of the software, hardware, and tools which comprise the Solution Environment, provided by Contractor to the County to meet the Solution Requirements.

- 2.46 Solution Availability: During any calendar month wherein, the Solution is not experiencing Scheduled or Unscheduled Downtime, as described in Exhibit C (Service Level Agreement).
- 2.47 Solution Environment: The architectural and operational environments, whether cloud-based or utilizing hardware owned by the County and installed by the Contractor, for the Solution provided to the County as part of this agreement. This includes, but is not limited to, the Production Environment, Test Environment, and Client Environment, along with any related documentation.
- 2.48 Solution Hardware: All hardware that is part of the Solution and provided by Contractor to the County pursuant to this Contract, and related Documentation, all of which is provided, maintained, and supported by Contractor under this Contract.
- 2.49 Solution Software: All System Software and firmware that is part of the Solution provided by Contractor pursuant to this Contract, and related Documentation, including Application Software and Operating Software.
- 2.50 Statement of Work: The directions, provisions, and requirements provided herein as Exhibit A (Statement of Work), and special provisions herein and therein pertaining to the method, frequency, manner, and place of performing the Services described in the Contract.
- 2.51 System: The hardware, software and data comprising the Solution (whether cloud-based and/or Contractor-installed County-owned hardware), including, but not limited to, the System Hardware, System Software and System data, provided by Contractor or the County in accordance with the applicable system design Documentation or as detailed in Exhibit A (Statement of Work), and the terms of this Contract.
- 2.52 System Hardware: All computer servers, networking equipment, connectivity hardware, and storage racks as applicable, and any related Documentation, provided by Contractor or the County for the Solution.
- 2.53 System Software: All Application Software and Operating Software, and related Documentation, provided by Contractor to the County as part of the Solution, this Contract, and residing in the Solution Environment, and does not include the firmware.
- 2.54 Task; Subtask: One of the areas of Work to be performed under this Contract.
- 2.55 Technology Refresh: Has the meaning set forth in Paragraph 3.5 (Technology Refresh) to this Contract.
- 2.56 Term: Has the meaning set forth in Paragraph 4.0 (Term of Contract) of this Contract.
- 2.57 Third-Party Software: Any software of third parties that may be provided, maintained and/or supported by Contractor under this Contract as part of the Solution, including Application Software and Operating Software provided by third parties.

- 2.58 **Unscheduled Downtime:** The period during which a Solution component cannot be accessed due to a Deficiency, as further specified in Exhibit A (Statement of Work) and/or Exhibit C (Service Level Agreement) to this Contract.
- 2.59 **User:** Any person authorized by the County to access or use the Solution in accordance with this Contract.
- 2.60 **Version Release:** Contractor's Application Software major version upgrade which may contain new software functionalities and features and/or System compatibilities.
- 2.61 **Work:** All Tasks, Subtasks, Deliverables, goods, Services, and other Work provided, or to be provided, by or on behalf of Contractor pursuant to this Contract, including Solution components, M&S Services, and Optional Work.
- 2.62 **Work Product:** Any intellectual property, including concepts, ideas, methods, methodologies, procedures, processes, know-hows, techniques, inventions, analysis frameworks, software, models, Documentation, templates, User Interfaces and screen designs, utilities, routines, and tools, that was developed by Contractor prior to performance or independent of this Contract, as further specified in Paragraph 10.1.4 (Work Product) of this Contract.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, Contractor must fully perform, complete, and deliver on time, all Tasks, Deliverables, Services and other Work as set forth in herein.
- 3.2 If Contractor provides any Tasks, Deliverables, goods, Services, or other Work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of Contractor, and Contractor will make no claim whatsoever against the County.

3.3 Scope of Work

3.3.1 Solution Components

Contractor must provide to the County: (i) Licenses to all Solution Software provided hereunder, Third-Party Software, Application Software, and Operating Software, and (ii) ownership of, and other proprietary rights to, all Solution Hardware, including, but not limited to, System Hardware and Hardware Upgrades, all as necessary for the Solution to meet all Solution Requirements and the Specifications under this Contract as such may be revised during the Term of this Contract, and in accordance with the provisions of Paragraph 10.0 (Ownership and License) of this Contract.

3.3.2 Maintenance and Support (M&S)

Contractor must provide to the County M&S in accordance with this Contract, Exhibit A (Statement of Work), Exhibit C (Service Level Agreement) and all Attachments thereto. M&S Support obligations will survive until the termination or expiration of this Contract.

3.3.3 Optional Work

Upon the County's written request, but contingent upon the mutual execution of a Change Notice pursuant to the terms of this Contract under Paragraph 9.0 (Amendments and Change Notices), Contractor must provide Optional Work, including Programming Modifications, Additional Products, Training, and/or hardware installation and configurations Services, in accordance with this Paragraph 3.3.3 (Optional Work) and Exhibit A (Statement of Work) to this Contract. Programming Modifications and Additional Products, and training will only include those products and services relating to the requirements which were not reflected in the Specifications and/or Solution Requirements on the Effective Date, as determined by County Project Director or authorized designee. Future hardware purchases, installation, and configuration services for the two-year anniversary Technology Refresh (see Paragraph 3.5 below) must be delivered by Contractor as Optional Work pursuant to an executed Change Notice or Amendment.

Upon the County's request and Contractor's concurrence to provide the Optional Work, Contractor must provide to the County within ten (10) Business Days of such request, or such longer period as agreed to by the parties, a proposed work order including, if necessary, any supporting documentation, and a quote for a Maximum Fixed Price calculated in accordance with the applicable fixed hourly rate set forth in Attachment B.1 (Price Sheet) to Exhibit B (Equipment List and Locations) to this Contract. Contractor's quotation will be valid for a minimum ninety (90) Days from submission. Contractor must commence the Optional Work following agreement by the parties with respect to such scope of Optional Work and the Maximum Fixed Price, utilizing a Change Notice pursuant to Paragraph 9.0 (Amendments and Change Notices) of this Contract. Upon completion of Optional Work by Contractor, and approval by the County in accordance with the terms of this Contract, Attachment B.2 (Optional Work Schedule) to Exhibit B (Equipment List and Locations) will be updated accordingly to add the items of such completed and approved Optional Work.

Upon completion by Contractor and approval by the County of Optional Work: (i) any Programming Modifications and/or Additional Products provided by Contractor in the form of Optional Work will become part of and be incorporated into the Solution; (ii) additional/new Solution Hardware will become part of and be incorporated into the Solution Environment; and (iii) the Solution Requirements and specifications will be updated to include the new and/or updated requirements, specifications, and/or Additional Products, as applicable, as a result of such Optional Work.

Optional Work may be performed by Contractor: 1) at no additional cost to the County as part of M&S, or 2) at the applicable pricing terms set forth in Attachment B.1 (Price Sheet) to Exhibit B (Equipment List and Locations) to this Contract, payable by the County utilizing Pool Dollars. Absent an Amendment in accordance with Paragraph 9.0 (Amendments

and Change Notices), the Pool Dollars are the aggregate amount available during the Term of this Contract for Optional Work.

Delivered products resulting from Optional Work provided by Contractor may increase M&S fees under this Contract if the Optional Work results in more required maintenance from Contractor based on the increased number of ACOM sites.

Any Change Notice and resultant work order executed pursuant to this Paragraph 3.3.3 (Optional Work) prior to the expiration of this Contract, will survive this Contract as though this Contract remained in full force and effect. The expiration of this Contract will not relieve Contractor of its obligation to perform Optional Work resulting from such work order.

3.4 Addition And Deletion of Hardware

3.4.1 Contractor agrees that any addition or deletion of hardware in Exhibit B (Equipment List and Locations) to this Contract, as solely determined by County Project Manager, requires a Change Notice.

3.4.2 Any added hardware must be invoiced at the equipment unit prices stated in Attachment B.1 (Price Sheet) to Exhibit B (Equipment List and Locations) to this Contract.

3.5 Technology Refresh

3.5.1 The parties will agree to a Technology Refresh which will, among other things, be devised to minimize disruption to County operations. The Technology Refresh is intended to update key solution components (Hardware/Software) with the most contemporaneous and advanced technologies currently available.

3.5.2 Upon completion of the second year of this Contract, following the Effective Date of this Contract, the County will have the option to initiate a Hardware refresh (Technology Refresh) of the ACOM System, provided by Contractor, subject to the availability and approval of the necessary funding. The County must notify Contractor in writing at least ninety (90) Days prior to the desired Technology Refresh date, confirming the availability and approval of the required funding for the Technology Refresh. Should the County elect not to proceed with the Technology Refresh, Contractor will not be liable for any System failures or performance issues arising from the continued use of the existing Hardware beyond the second-year anniversary period. Additionally, should the County elect not to proceed with the Technology Refresh, the parties agree to meet in good faith to discuss and negotiate suitable adjustments to the metric specified in Exhibit C (Service Level Agreement) to this Contract, to reflect the extended use of the Hardware. Presuming this Contract has been extended beyond the current Term by the County, a Technology Refresh will be implemented every five years thereafter. Notwithstanding, the County makes no guarantee that the Technology Refresh(es) will occur,

nor does the County guarantee that the Technology Refresh will be conducted in one single deployment during the Term of this Contract.

- 3.5.3 The cost for the Technology Refresh will be borne by the County by means of an approved and executed Change Notice or Amendment. Contractor must secure the most cost-effective pricing for the Technology Refresh, minus any bulk purchase discounts as applicable, plus a not-to-exceed 15% markup for handling (e.g., purchasing and administration, setup/configuration, and removal of old replacement hardware). The not-to-exceed 15% markup is calculated based on actual equipment/software costs prior to the inclusion of sales/use tax.
- 3.5.4 Contractor must ensure that all key Solution components (hardware/software) for both the primary and secondary data centers remain under manufacturer and/or extended warranty throughout the entire Term of the Contract. Any Work performed as a result of Contractor's failure to procure and maintain warranties for all key Solution components, will not be billable to the County.
- 3.5.5 The County and Contractor agree that Contractor will not be subject to credits (refer to Paragraph 4.0 (Resolution of Deficiencies) of Exhibit C (Service Level Agreement) for any Downtime resulting from any Technology Refresh, provided Contractor is fully compliant with the agreed-upon processes.

3.6 Testing of Work

Contractor must conduct all appropriate testing of the Solution before providing any Work hereunder, including Optional Work, to ensure the Solution's continued compliance with all Solution Requirements set forth in this Contract. The Solution must be free of any material Deficiencies and Optional Work meets the requirements of the applicable work order. Solution tests must test, among others, the Solution's functionality, integration and interfacing, volume endurance, and System performance.

3.7 Integration/Interfacing

From time to time, Contractor may be responsible for developing and incorporating into the Solution, Application Modifications in the form of Optional Work. If such Application Modifications are to be integrated and/or interfaced with other software and/or systems by Contractor or at the direction of Contractor, the Application Modifications will not be deemed accepted by the County until the Application Modifications and such other systems have been successfully integrated and interfaced, as applicable, in accordance with the terms of this Contract. Contractor will neither assert or obtain any ownership interest in any other systems merely because they were interfaced, integrated or used with the Solution.

3.8 Approval of Work

All Tasks, Subtasks, Deliverables, and other Work provided by Contractor under this Contract must have the County's prior written approval from County Project Director. In no event will the County be liable or responsible for any payment prior to such

written approval. Furthermore, the County reserves the right to reject any Work not approved by the County.

If Contractor provides any Tasks, Subtasks, Deliverables, goods, Services, or other Work to the County other than those specified in this Contract, or if Contractor provides such items requiring the County's prior written approval without first having obtained such written approval, the same will be deemed to be a gratuitous effort on the part of Contractor, and Contractor will not assert any claim whatsoever against the County.

3.9 No Offshore Work

Contractor warrants: (i) that all Services will be performed and rendered within and from within the United States, and (ii) that Contractor must not transmit or make available any of the County's Confidential Information, the County's intellectual property or any County property, including County Materials, to any entity or individual outside the continental United States.

Specifically, no Programming Modifications for the County, including Customizations, Configurations, and Interfaces, may be developed, or provided by personnel on behalf of Contractor outside or from outside the United States. Contractor may perform Services relating to standard product development or revisions, if such Services are provided without, or do not require access to, County's Confidential Information, County's intellectual property, or any County property including County Materials, outside or from outside the United States.

4.0 TERM OF CONTRACT

4.1 The Term of this Contract will be for five (5) years, from August 1, 2024, through and including July 31, 2029, unless sooner terminated or extended, in whole or in part, as provided in this Contract (Initial Term). At the end of the Initial Term, the County may, at its sole option, extend the Term of this Contract for two (2) one-year periods (Option Terms), subject to, among others, the County's right to terminate earlier for convenience, non-appropriation of funds, default of Contractor, substandard performance of Contractor, non-responsibility of Contractor and any other term or condition of this Contract providing for early termination of this Contract by the County. The County will be deemed to have exercised each option automatically, without further act, unless no later than thirty (30) Days prior to the expiration of each Option Term, the County notifies Contractor in writing that it elects not to extend this Contract pursuant to this Paragraph 4.0 (Term of Contract). If the County elects not to exercise its option to extend at the end of the Initial Term, this Contract will expire.

The County maintains a database that tracks/monitors Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise any Contract term extension options.

4.2 Notice of Expiration

Contractor must notify the County when this Contract is within six months from the expiration of the Term. Upon occurrence of this event, Contractor must send written

notification to County Project Director at the address set forth in Exhibit D (County's Administration) to this Contract.

5.0 CONTRACT SUM

5.1 Maximum Contract Sum

The Maximum Contract Sum under this Contract will be the total monetary amount payable by the County to Contractor for supplying all the Tasks, Subtasks, Deliverables, goods, Services, and other Work required or requested by the County under this Contract.

The Maximum Contract Sum, including all applicable taxes, authorized by County hereunder, will not exceed \$5,691,836.98, as described in the table below:

Description of Work	Cost
Maintenance and Support – Year 1	\$ 426,707.48
Maintenance and Support – Year 2	\$ 448,042.85
Maintenance and Support – Year 3	\$ 470,445.00
Maintenance and Support – Year 4	\$ 493,967.25
Maintenance and Support – Year 5	\$ 518,665.61
Maintenance and Support – Option Year 1	\$ 544,598.89
Maintenance and Support – Option Year 2	\$ 571,828.83
Contract Sum:	\$3,474,255.91
Pool Dollars @ 20% of Contract Sum:	\$ 694,851.18
Hardware Refresh	\$1,522,729.89
Maximum Contract Sum:	\$5,691,836.98

The Contract Sum will remain firm and fixed for the Term of this Contract, unless modified pursuant to a duly approved Amendment to this Contract by the County's and Contractor's authorized representatives pursuant to Paragraph 9.0 (Amendments and Change Notices) of this Contract.

The Maximum Contract Sum under this Contract will provide for all authorized payments the County may make to Contractor for all Work provided by Contractor.

5.1.1 Written Approval for Reimbursement

Contractor is not entitled to payment or reimbursement for any Tasks or Services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as explicitly specified herein. Assumption or takeover of any of Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than Contractor, whether through assignment, Subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, must not occur without the County's express prior written approval.

5.1.2 Notification of 75% of Total Contract Sum

Contractor must maintain a system of record keeping that will allow Contractor to determine when it has incurred 75% of the total Contract Sum, including Pool Dollar expenditures, authorized under this Contract. Upon occurrence of this event, Contractor must send written notification to the Department at the address herein provided in Exhibit D (County's Administration) to this Contract.

5.1.3 No Payment for Services Provided Following Expiration/Termination of Contract

Contractor may not assert any claims against the County for payment of any money or reimbursement, of any kind whatsoever, for any Service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it must immediately notify County and must immediately repay all such funds to the County. Payment by the County for Services rendered after expiration-termination of this Contract will not constitute a waiver of the County's right to recover such payment from Contractor. This provision will survive the expiration or other termination of this Contract.

6.0 INVOICES AND PAYMENTS

6.1 Invoices

Contractor must invoice the County in accordance with Attachment B.1 (Price Sheet) to Exhibit B (Equipment List and Locations) to this Contract: (i) for M&S, the annual fee to be paid in advance for Service fees; and (ii) for Optional Work, the actual price expended by Contractor for such Optional Work using Pool Dollars, which must not exceed the Maximum Fixed Price quoted for such Optional Work, following Contractor's completion and the County's written approval of the Optional Work.

6.1.1 Submission of Invoices

Contractor's invoice must include the charges owed to Contractor by the County under the terms of this Contract as provided in Attachment B.1 (Price Sheet) to Exhibit B (Equipment List and Locations) to this Contract. All invoices and supporting documents under this Contract must be submitted to the person designated in Exhibit D (County's Administration) as County Project Manager at the address specified in Exhibit D (County's Administration) to this Contract.

6.1.1.1 Invoice Details

6.1.1.2 Each invoice submitted by Contractor must indicate, at a minimum:

- a. Contract Name and Number;
- b. The Tasks, SubTasks, Deliverables, goods, Services or other Work for which payment is claimed, including M&S Services and any Optional Work;

- c. The price of such Tasks, SubTasks, Deliverables, goods, Services or other Work calculated based on the pricing terms set forth in Attachment B.1 (Price Sheet) to Exhibit B (Equipment List and Locations) to this Contract, or the work order including the Maximum Fixed Price, as applicable;
- d. If applicable, the date of written approval of the Tasks, SubTasks, Deliverables, goods, Services or other Work by County Project Director;
- e. Indication of any applicable withhold or Holdback amounts for payments claimed or reversals thereof;
- f. Indication of any applicable credits due to the County under the terms of this Contract or reversals thereof;
- g. If applicable, a copy of any required Acceptance Certificates signed by County Project Director; and
- h. Any other information required by County Project Director.

6.1.1.3 Approval of Invoices

All invoices submitted by Contractor to the County for payment must have the County's written approval as provided in this Paragraph 6.1.1.2, which approval will not be unreasonably withheld. In no event will the County be liable or responsible for any payment prior to such written approval.

6.1.1.4 Invoice Discrepancies

County Project Director will review each invoice for any discrepancies and will, within thirty (30) Days of receipt thereof, notify Contractor in writing of any discrepancies found upon such review and submit a list of disputed charges. Contractor must review the disputed charges and send a written explanation detailing the basis for the charges within thirty (30) Days of receipt of the County's notice of discrepancies and disputed charges. If County Project Director does not receive a written explanation for the charges within such 30-Day period, Contractor will have waived its right to justify the original invoice amount, and the County, in its sole discretion, will determine the amount due, if any, to Contractor and pay such amount in satisfaction of the disputed invoice, subject to the Dispute Resolution Procedure set forth in this Contract.

All County correspondence relating to invoice discrepancies will be sent by email, followed by hard copy, directly to County Project Manager with a copy to County Project Director at the addresses specified in Exhibit D (County's Administration) to this Contract.

6.1.2 Delivery of System Software

It is the intent of the parties that if any System Software or Documentation provided by Contractor under this Contract, including any product of M&S Services and any Optional Work, is delivered to the County, such System Software and Documentation will be delivered: (i) in an electronic format (i.e., via electronic mail or internet download) or (ii) personally by Contractor staff who must load such System Software and Documentation onto the County's hardware, but who will retain possession of all originals and copies of such tangible media (e.g., USB, printed manuals, external hard drive) used to deliver the System Software and Documentation to the County.

Any System Software and Documentation that is provided or delivered by Contractor to the County in a tangible format will be F.O.B. Destination. The Contract Sum shown in Paragraph 5.1 (Maximum Contract Sum) above, includes all amounts necessary for the County to reimburse Contractor for all transportation and related insurance charges, if any, on System Software Components and Documentation procured by the County from Contractor pursuant to this Contract. All transportation and related insurance charges, if any, will be paid directly by Contractor to the applicable carrier. Contractor is solely liable and responsible for, and must indemnify, defend, and hold harmless the County from, any and all such transportation and related insurance charges.

6.1.3 Delivery of System Hardware

It is the intent of the parties that all System Hardware or Documentation provided by Contractor under this Contract is provided or delivered by Contractor to the County F.O.B. Destination. Hardware delivery, set-up, installation, configuration, and optimization services are provided by Contractor to the County as specified in Exhibit A (Statement of Work).

The Contract Sum shown in Paragraph 5.1 (Maximum Contract Sum) above includes all amounts necessary for the County to reimburse Contractor for all transportation and related insurance charges, if any, for all System Hardware Components and Documentation procured by the County from Contractor pursuant to this Contract. All transportation and related insurance charges, if any, must be paid directly by Contractor to the applicable carrier. Contractor is solely liable and responsible for, and must indemnify, defend, and hold harmless the County from, any and all such transportation and related insurance charges.

6.1.4 Sales/Use Tax

The Contract Sum shown in Paragraph 5.0 (Contract Sum) above, will be deemed to include all amounts necessary for the County to reimburse Contractor for all applicable California and any other applicable state and local sales/use taxes on all Solution components and other Work provided by Contractor to the County pursuant to or otherwise due as a result of this

Contract, including, but not limited to, any product of the Solution, M&S Services and any Optional Work, to the extent applicable. All California sales/use taxes must be paid directly by Contractor to the State or other taxing authority.

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

6.1.5 Payments

Provided that Contractor is not in default under any provision of this Contract, the County will pay all invoice amounts to Contractor within 30 Days of receipt of invoices that have not been disputed in accordance with Paragraph 6.1.1.3 (Invoice Discrepancies) above. The County's failure to pay within the 30-Day period, however, will not be deemed as automatic invoice approval or Acceptance by the County of any deliverable for which payment is sought, nor will it entitle Contractor to impose an interest or other penalty on any late payment.

6.1.6 County's Right to Withhold Payment

Notwithstanding any other provision of this Contract, and in addition to any rights of the County given by law or provided in this Contract, the County may upon written notice to Contractor withhold payment for any deliverable while Contractor, with no fault of the County, is in default hereunder or default related to Work.

6.1.7 Contractor must invoice the County only for the Tasks, Deliverables, goods, Services, and other Work specified in Exhibit A (Statement of Work), and elsewhere hereunder. Contractor will prepare invoices, which must include the charges owed to Contractor by the County under the terms of this Contract. Contractor's payments will be as provided in Attachment B.1 (Price Sheet) to Exhibit B (Equipment List and Locations) to this Contract, and Contractor must be paid only for the Tasks, Deliverables, goods, Services, and other Work approved in writing by the County. If the County does not approve Work in writing no payment will be due to Contractor for that Work.

6.1.8 Contractor's invoices must be priced in accordance with Attachment B.1 (Price Sheet) to Exhibit B (Equipment List and Locations) to this Contract.

6.1.9 Contractor's invoices must contain the information set forth in Exhibit A (Statement of Work), describing the Tasks, Deliverables, goods, Services, Work hours, facility and/or other Work for which payment is claimed.

6.1.10 Local Small Business Enterprises – Prompt Payment Program (if applicable)

Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for Services they provide to County departments. Prompt payment is defined as 15 Days after receipt of an undisputed invoice.

6.2 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

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

6.2.2 Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

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

6.2.4 At any time during the duration of this Contract, Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business, or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve any exemption requests.

7.0 ADMINISTRATION OF CONTRACT – COUNTY

7.1 County's Administration

All persons administering this Contract on behalf of the County are identified in Exhibit D (County's Administration) to this Contract. Unless otherwise specified, reference to each of the persons listed in Exhibit D (County's Administration) to this Contract, will also include any authorized designee. The County will notify Contractor in writing of any change in the names and/or addresses of the persons listed in Exhibit D (County's Administration) to this Contract.

No member of the County is authorized to make any changes in any of the terms and conditions of this Contract other than those specifically authorized under Paragraph 9.0 (Amendments and Change Notices) below.

7.2 County's Personnel

7.2.1 County Project Director

County Project Director will be responsible for ensuring that the objectives of this Contract are met and for overseeing the Contract in general. County Project Director will have the right at all times to inspect any and all Work provided by or on behalf of Contractor.

7.2.2 County Project Manager

County Project Manager will be responsible for ensuring that the technical, business, and operational standards and requirements of this Contract are met. County Project Manager will interface with Contractor's Project Manager on a regular basis. County Project Manager will report to County Project Director regarding Contractor's performance with respect to business and operational standards and requirements of the Contract. Unless specified otherwise, County Project Manager will be the presumptive designee of County Project Director.

7.3 County Personnel, Other

All County personnel assigned to this Contract will be under the exclusive supervision of the County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of the County. Contractor hereby represents that its price and performance hereunder are based solely on the Work of Contractor's personnel, except as otherwise expressly provided in this Contract.

8.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

8.1 Contractor's Administration

All persons administering this Contract on behalf of Contractor and described in this Paragraph 8.0 (Administration of Contract – Contractor) are identified in Exhibit E (Contractor's Administration) to this Contract. All staff employed by and/or on behalf of Contractor, including the persons listed in such Exhibit E (Contractor's Administration) to this Contract, must be adults who are 18 years of age or older, authorized to work in the United States, and fully fluent in both spoken and written English. Contractor must notify the County in writing of any change in the names and/or addresses of Contractor Personnel.

8.2 Contractor's Personnel

8.2.1 Contractor's Project Director

Contractor's Project Director is responsible for Contractor's performance of all Work and ensuring Contractor's compliance with this Contract. Contractor's Project Director must meet and confer with County Project Director on a regular basis as required by the County and specified in Exhibit A (Statement of Work) to this Contract, regarding the overall maintenance of the System. Such meetings will be conducted via teleconference or in person at a time and place agreed to by County Project Director and Contractor's Project Director.

8.2.2 Contractor's Project Manager

Contractor's Project Manager must be responsible for Contractor's day-to-day activities as related to this Contract and for reporting to the County. Contractor's Project Manager must communicate with County Project Manager on a regular basis and must be available during Business Days, or as otherwise required by the County and this Contract, to teleconference and/or to meet with County personnel regarding the operation of this Contract, as required by County Project Director. Contractor's Project Director must meet and confer with County Project Director on a regular basis, at least weekly or as otherwise required by the County. Such meetings will be conducted via teleconference or in person at a time and place agreed to by the parties.

8.3 Approval of Contractor's Staff

8.3.1 In fulfillment of its responsibilities under this Contract, Contractor must only utilize, or permit the utilization of, staff who are fully trained and experienced, and as appropriate, licensed or certified in the Tasks required by this Contract. Contractor must provide sufficient personnel to fulfill its responsibilities in a timely and efficient manner as out.

8.3.2 The County will have the right to approve or disapprove each member or proposed member of Contractor's key staff providing Services or on-site Work to the County under this Contract or with access to any County data or information, including County's Confidential Information, System Data and other County Materials, prior to and during their performance of any Work hereunder, as well as to approving or disapproving any proposed deletions from or other changes in such Contractor key staff. County Project Manager, exercising reasonable discretion may require replacement of any member of Contractor key staff performing or offering to perform Work hereunder. Contractor must provide the County with a resume of each proposed initial key staff member as well as a proposed substitute, and an opportunity to vet any such person prior to performance of any Work hereunder. Contractor has 30 Days from the date of the County's written request to replace such key staff.

8.3.3 In addition, Contractor must provide to County Project Director an executed Confidentiality and Assignment Agreement [refer to Exhibit F2 (Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement) to this Contract], for each member of Contractor's key staff performing Work under this Contract on or immediately after the effective date, but in no event later than the date such member of Contractor key staff first performs Work under this Contract.

8.3.4 Contractor must, to the maximum extent possible, take all necessary steps to ensure continuity over time of the membership of the group constituting Contractor key staff. Contractor must promptly fill any Contractor key staff vacancy with personnel having qualifications (i.e.,

relevant experience) at least equivalent to those of Contractor key staff member(s) being replaced.

- 8.3.5 In the event Contractor should ever need to remove any member of Contractor key staff from performing Work under this Contract, Contractor must provide the County with notice at least 15 Days in advance, except in circumstances when such notice is not possible, and must work with County on a mutually agreeable transition plan to provide an acceptable replacement and ensure project continuity. Should the County be dissatisfied with any member of Contractor staff during the Term of this Contract, Contractor must replace such person with another whose qualifications satisfy the County.

8.4 Contractor's Staff Identification

- 8.4.1 All Contractor staff, including Subcontractors and agents, who successfully complete a background investigation, as set forth in Paragraph 8.5 (Background and Security Investigations) below, will be issued a photo identification badge by the Department. Contractor staff will prominently display this identification badge on the upper part of the body when entering any County facility or grounds.
- 8.4.2 Contractor must notify the County within one Business Day when staff is terminated from Work under this Contract. Contractor is responsible for retrieving and immediately destroying the staff's County-specified photo identification badge at the time of removal from Work under this Contract, if applicable.
- 8.4.3 If the County requests the removal of Contractor's staff, Contractor must retrieve and immediately destroy Contractor staff's County photo identification badge at the time of removal from Work under this Contract.
- 8.4.4 Contractor will be responsible for costs associated with any lost or stolen identification badge(s).

8.5 Background and Security Investigations

- 8.5.1 Key staff, and any Contractor staff, with access to the County network or data under this Contract must undergo and pass, to the satisfaction of the County, a background investigation as a condition of beginning and continuing Work under this Contract.

Such background investigation will be administered by the Department. The background investigation will be obtained through fingerprints submitted to the California Department of Justice to include state, local and federal-level review, which may include but not be limited to, criminal conviction information.

- 8.5.2 County Project Director will schedule background investigations with the Department's Civilian Backgrounds Unit. All fees associated with obtaining the background information are borne by Contractor regardless of whether Contractor's staff passes or fails the background clearance investigation.

- 8.5.3 The County may immediately, in its sole discretion, deny or terminate all access to both physical facilities and County systems and/or data, to any Contractor's staff, including Subcontractor staff, who do not pass such background investigation(s) to the satisfaction of the County and/or whose background or conduct is incompatible with County's facility access.
- 8.5.4 Disqualification, if any, of Contractor's staff, including Subcontractors' staff, pursuant to this Paragraph 8.5 (Background and Security Investigations) will not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Contract.

8.6 Rules and Regulations

During the time when Contractor's employees, Subcontractors or agents are at County facilities, such persons will be subject to the applicable rules and regulations of County facilities. It is the responsibility of Contractor to acquaint such persons, who are to provide Work, with such rules and regulations. In the event that the County determines that an employee, Subcontractor or agent of Contractor has violated any applicable rule or regulation, the County will notify Contractor, and Contractor must undertake such remedial or disciplinary measures as Contractor determines appropriate. If the problem is not thereby corrected, then Contractor must permanently withdraw its employee, Subcontractor or agent from the provision of Work upon receipt of written notice from the County that: (i) such employee, Subcontractor or agent has violated such rules or regulations; or (ii) such employee's, Subcontractor's or agent's actions, while on County premises, indicate that the employee, Subcontractor or agent may adversely affect the provision of Work. Upon removal of any employee, Subcontractor or agent, Contractor must immediately replace the employee, Subcontractor or agent and must continue uninterrupted Work hereunder.

9.0 AMENDMENTS AND CHANGE NOTICES

9.1 General

No representative of either the County or Contractor, including those named in this Contract, is authorized to make any changes to any of the terms, obligations, or conditions of this Contract, except through the procedures set forth in this Paragraph 9.0 (Amendments and Change Notices). Any changes to this Contract, including any portion of the Work provided under this Contract, will be accomplished only as provided in this Paragraph 9.0 (Amendments and Change Notices).

9.2 Amendments

Except as otherwise provided in this Contract, for any change requested by the County which materially affects the scope of Work, Term, payments or any other material term or condition included in this Contract, an Amendment to this Contract must be executed by the County Board of Supervisors and Contractor's authorized representative(s).

Notwithstanding the foregoing, the Sheriff or his authorized designee, is specifically authorized to issue Contract non-renewal notices for the option terms. Furthermore,

the Sheriff is specifically authorized to prepare and execute Amendments on behalf of the County to: (i) effectuate modifications, which do not materially affect any term of the Contract, (ii) exercise option terms, (iii) add new or revised standard County contract provisions adopted by the Board, as periodically required, (iv) effectuate the assignment and delegation/mergers or acquisitions provision, (v) engage Contractor to provide Optional Work (e.g., programming modifications, professional services, and acquire relevant additional hardware and software), as required by the County, using available Pool Dollars, with concurrence of the County's Office of the Chief Information Officer (OCIO), the Department's Office of Technology Planning (OTP), and approval as to form by County Counsel, and (vi) terminate the Contract, either in whole or in part, by the provision of a ten-day written notice.

9.3 Change Notices

For any change requested by the County which does not materially affect the scope of Work, Term, payments or any material term or condition of this Contract, or for any change requiring expenditure of Pool Dollars, a written notice of such change (hereinafter "Change Notice") will be prepared by the Department and provided by County Project Director to Contractor for acknowledgement or execution, as applicable.

Change Notices requiring the expenditure of Pool Dollars will require Contractor to prepare a written scope of Work statement and quotation as the basis of the Change Notice and seek written approval of County Project Director with concurrence of County Counsel prior to commencement of any Work relating to such Change Notice, including any Optional Work. County Project Director will be authorized on behalf of the County to approve all Change Notices.

10.0 OWNERSHIP AND LICENSE

10.1 Solution Ownership

10.1.1 Solution Environment

Contractor acknowledges that the County or the rightful owner owns all Solution Environment components, including Solution Hardware, and all software provided by the County; while Contractor or the rightful owner will retain ownership of all Solution Environment components provided by Contractor.

10.1.2 Application Software

All Application Software provided by Contractor to the County pursuant to this Contract, including Licensed Software and Application Modifications, and related Documentation, is and will remain the property of Contractor or any rightful third-party owner with which all proprietary rights will reside, and which will be subject to the terms of the License granted pursuant to Paragraph 10.2 (License) below.

10.1.3 Solution Data

All Solution data that is provided or made accessible by the County to Contractor or is generated by the Solution or is the product of the Solution provided by Contractor hereunder, is and will remain the property of the County.

10.1.4 Work Product

Contractor or the rightful owner will remain the sole owner of Contractor's Application Software and all derivative works therein (hereinafter collectively "Work Product"). Work Product does not include any County Materials whether previously owned by the County or designed or developed by Contractor for the County.

10.2 License

10.2.1 License Grant

Subject to the provisions of Paragraph 10.1 (Solution Ownership) above, Contractor hereby grants to the County a perpetual, irrevocable, non-exclusive License to use the Solution Software or any component thereof, as applicable, and Work Product, including any related Documentation (hereinafter "License"), by all Users in accordance with the scope set forth in Paragraph 10.2.3 (Scope of License) below and subject to the restrictions set forth in Paragraph 10.2.4 (License Restrictions) below for the period specified in Paragraph 10.2.2 (License Term) below. Notwithstanding the foregoing, upon mutual agreement of the parties, the County may obtain its own license for any third-party Software that may be provided by Contractor as part of the System Environment, the term and scope of which will be subject to the terms of the County's agreement with the provider of such Third-Party Software.

10.2.2 License Term

The License granted under this Contract will commence upon the earlier of County's access of any Solution Software component or the Effective Date and will continue in perpetuity and without regard to the end of the Term of this Contract.

10.2.3 Scope of License

The License granted by Contractor under this Contract provides the County with the following rights:

- a. To use, access, install, integrate with other software, operate and execute the Solution Software in the System Environment on an unlimited number of computers, servers, mobile devices, workstations, local-area networks and wide-area networks, and web connections not to exceed the total number of Acom sites set forth in Exhibit B (Equipment List and Locations) to this Contract, by an unlimited number of Users in the conduct of the business of the County as provided in this Contract,

- b. To use, modify, copy and display the Documentation, including, but not limited to the Solution and User manuals and any other specifications or Documentation provided or made accessible by Contractor to the County as necessary or appropriate for the County to fully enjoy and exercise the rights granted under this Contract and the License granted hereunder,
- c. Subject to the limitations set forth in Paragraph 16.0 (Confidentiality), to permit third-party access to any Solution components and Documentation, including Solution Software, or any part thereof, as necessary or appropriate for the County to fully enjoy and exercise the rights granted under this Contract and the License, including for the provision of M&S Services, Software Updates, Application Modifications, Professional Services, and other business use or support of the Solution Software as contemplated by this Contract; provided, however, without limiting the County's rights under this Paragraph 10.2.3(c) the County covenants and agrees that it will not exercise any of the rights contained in this Paragraph 10.2.3(c) unless and until any one of the following release conditions occurs:
 - i. The insolvency of Contractor, including as set forth in Paragraph 22 (Termination for Insolvency) of this Contract, or
 - ii. Contractor is unwilling or unable to provide all System Maintenance Services in accordance with the terms of this Contract, including Exhibit A (Statement of Work), or
 - iii. Contractor ceasing to maintain or support the current version or the last two prior Version Releases of the Application Software for reasons other than the County's failure to pay for, or election not to receive, Contractor's System Maintenance Services, and no other qualified entity will assume the obligation to provide such M&S Services, which may result in the County's termination of this Contract for default in accordance with Paragraph 20.0 (Termination for Default) below, or
 - iv. Successor ceasing to do business with the County with respect to this Contract,
- d. Pursuant to Paragraph 56.0 (Assignment by County) below, to reproduce and use a reasonable number of copies of the Solution Software provided by Contractor: (i) by the County and permitted assignees for archive and backup purposes; and (ii) by the County for use by permitted assignees so long as all copies of the Solution Software contain the proprietary notices appearing on the copies initially furnished to the County by Contractor.

10.2.4 License Restrictions

The County acknowledges and agrees: (i) that the System Software provided by Contractor to the County under this Contract, including related

Documentation, is the confidential and copyrighted property of Contractor, or its licensors, and all rights therein not expressly granted to the County are reserved to Contractor, or its licensors, as applicable; and (ii) that Contractor, or its licensors, will retain all proprietary rights in and to the foregoing. Subsequently, the License to the System Software provided by Contractor hereunder is limited by the restrictions set forth in this Paragraph 10.2.4. Accordingly, the County will not:

- a. Reverse engineer, disassemble or decompile the Application Software provided by Contractor,
- b. Transfer, sublicense, rent, lease, convey or assign [unless resulting from an agreement assignment under Paragraph 56.0 (Assignment by County)] below, the System Software provided by Contractor,
- c. Copy or reproduce the System Software provided by Contractor in any way except as reasonably necessary for backup, archival or business continuity purposes, and as specified in Paragraph 10.2.3(c) (Scope of License) above,
- d. Use the System Software provided by Contractor on a timesharing, service bureau, subscription service or rental basis for any third party, or
- e. Remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on, or during the use of, the System Software provided by Contractor.

11.0 REPRESENTATIONS AND WARRANTIES

11.1 General Warranties

Contractor represents, warrants, covenants, and agrees that throughout the entire Term of this Contract:

- a. Contractor must comply with the description and representations (including, but not limited to, Deliverable documentation, performance capabilities, accuracy, completeness, characteristics, specifications, Configurations, standards, functions and requirements applicable to professional software design meeting industry standards) set forth in this Contract, Exhibit A (Statement of Work) to this Contract, and all Exhibits, Attachments and Schedules thereto.
- b. Unless specified otherwise herein, the Solution must be free from material Deficiencies.
- c. So long as County maintains a fully paid-up M&S plan, which will not include the County exercising any rights under the Contract or applicable law, the M&S Service Levels must not degrade during the entire Term of this Contract.
- d. Contractor must not intentionally cause any unplanned interruption of or accessibility to the Solution or any component through any device, method or means including, without limitation, the use of any “virus”, “lockup”, “time bomb”, or “key lock”, “worm”, “back door” or “Trojan Horse” device or program,

or any disabling code, which has the potential or capability of compromising the security of County's confidential or proprietary information or of causing any unplanned interruption of the operations of, or accessibility of the Solution or any component to the County or User or which could alter, destroy, or inhibit the use of the System or any component, or the data contained therein (collectively referred to as "Disabling Device(s)"), which could block access to or prevent the use of the Solution or any component by the County or Users. Contractor represents, warrants, and agrees that it has not purposely placed, nor is it aware of, any Disabling Device in any Solution component provided to the County under this Contract, nor must Contractor knowingly permit any subsequently delivered or provided Solution component to contain any Disabling Device.

- e. In addition, Contractor must prevent viruses from being incorporated or introduced into the Solution or updates or enhancements thereto prior to the installation onto the Solution and must prevent any viruses from being incorporated or introduced in the process of Contractor's performance of on-line support.

11.2 Standard of Services

Contractor's Services and other Work required by this Contract must, during the Term of this Contract, conform to reasonable commercial standards as they exist in Contractor's profession or field of practice. If Contractor's Services or other Work provided under this Contract fail to conform to such standards, upon notice from the County specifying the failure of performance, Contractor must also, at Contractor's sole expense, provide the applicable remedy as specified in this Contract, including Exhibit A (Statement of Work) and Exhibit C (Service Level Agreement) to this Contract. Contractor must, at its own expense, correct any data in which (and to the extent that) errors have been caused by Contractor or malfunctions of the Solution or by any other tools introduced by Contractor into the Solution for the purpose of performing Services or other Work under this Contract or otherwise.

11.3 System Warranties and Problem Resolution

Contractor hereby warrants to the County that the Solution must be free from any and all Deficiencies commencing from Production Use of the System through the Term of the Contract. All Deficiencies reported or discovered must be corrected in accordance with Exhibit A (Statement of Work) and Exhibit C (Service Level Agreement) to this Contract and will be at no cost to the County beyond the payment of the applicable Maintenance Fees under this Contract.

Contractor also represents, warrants, covenants and agrees that throughout the entire Term of this Contract:

- a. All Solution components must be compatible with each other and, to the extent applicable or required, must interface with each other; and the Solution components, when taken together, must be capable of delivering all the functionality as set forth in this Contract.

- b. Any Solution enhancements or upgrades must be backward compatible with the County's standard browser(s) and operating system version(s) operated on County workstations.
- c. The Solution, including the System, must be capable of delivering all the functionality and meeting all requirements as set forth in this Contract, including the Solution Requirements, security requirements and the specifications.
- d. The Solution must meet the Solution Performance Requirements within Contractor's control, including, but not limited to, those relating to response time and Solution Availability, as further specified in Exhibit A (Statement of Work) and Exhibit C (Service Level Agreement) to this Contract. All Solution Performance Deficiencies, for the purpose of determining the applicable Deficiency Resolution Time and County remedies, including Service Credits, will be deemed Severity Level 1 or Severity Level 2, as determined by County Project Director.

11.4 Continuous Product Support

- 11.4.1 In the event that Contractor replaces any or all components of the Application Software with other software modules or components (hereinafter "Replacement Product") during the entire Term of the Contract in order to fulfill its obligations under this Contract and to meet the Solution Requirements, then the License will be deemed to automatically include such Replacement Product without cost or penalty to the County even if such Replacement Product contains greater functionality than the Application Software it replaced. If required by the County, Contractor must provide the necessary training to County personnel to utilize the Replacement Product at no cost to the County.
- 11.4.2 In the event any or all components of the Application Software are migrated to the Replacement Product as a result of an acquisition, sale, assignment, transfer or other change in control of Contractor, then any assignee or successor, by taking benefit (including, without limitation, Acceptance of any payment under this Contract), will be deemed to have ratified this Contract, subject to the requirements of Paragraph 18.0 (Assignment and Delegation/Mergers or Acquisitions) below. All terms and conditions of this Contract will continue in full force and effect for the Replacement Product.
- 11.4.3 The following terms and conditions will apply if the County elects to transfer the License to a Replacement Product:
 - a. Contractor, or its assignee or successor, must at no cost to the County, implement the Replacement Product in the Solution Environment, convert and migrate all of the Solution data from the Application Software format to the Replacement Product format to ensure Production Use of such Replacement Product,
 - b. Any prepaid Service Fees for the Solution must transfer in full force and effect for the balance of the Replacement Product's maintenance

and support term (or equivalent service) at no additional cost. If the prepaid amount is greater than the Replacement Product's maintenance and support fees for the same Term, the credit balance must be applied to future Maintenance Fees or returned to the County, at the County's option,

- c. All modules offered separately must match the original Application Software's level of functionality, must be supplied by Contractor, or its assignee or successor, without additional cost or penalty to the County, and must not affect the calculation of any annual fees,
- d. Contractor must provide to the County the necessary training for purposes of learning the Replacement Product. Such training must be provided at no cost to the County,
- e. All License terms and conditions, at a minimum, must remain as granted herein with no additional fees imposed on the County, and
- f. The definition of Application Software must include the Replacement Product.

11.4.4 Warranty Pass-Through

Contractor must assign to the County to the fullest extent permitted by law or by this Contract and must otherwise ensure that the benefits of any applicable warranty or indemnity offered by any manufacturer of any Solution component or any other Solution product or service provided hereunder must fully extend to and be enjoyed by the County.

11.4.5 Remedies

The County's remedies under this Contract for the breach of the warranties set forth in this Contract, including Exhibit A (Statement of Work) and/or Exhibit C (Service Level Agreement) to this Contract, will include the repair or replacement by Contractor, at its own expense, of the non-conforming Solution components, any other remedies set forth in Exhibit A (Statement of Work) and/or Exhibit C (Service Level Agreement) to this Contract, including assessment of Service Credits and any other corrective measures specified in such Exhibit A (Statement of Work) and/or Exhibit C (Service Level Agreement) to this Contract.

11.4.6 Breach of Warranty Obligations

Failure by Contractor to timely perform its obligations set forth in this Paragraph 11.4 (Continuous Product Support) will constitute a material breach, upon which, in addition to the County's other rights and remedies set forth herein, the County may, after written notice to Contractor and provision of a reasonable cure period, terminate this Contract in accordance with Paragraph 20.0 (Termination for Default) below.

12.0 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

12.1 General Insurance Requirements

Without limiting Contractor's indemnification of the County, and in the performance of this Contract and until all its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Paragraph 12.0 (General Provisions for all Insurance Requirements). These minimum insurance coverage terms, types, and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Contract.

12.2 Evidence of Coverage and Notice to County

- 12.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement confirming the County and its Agents (defined below) has been given Insured status under Contractor's General Liability policy, will be delivered to the County and provided prior to commencing Services under this Contract.
- 12.2.2 Renewal Certificates must be provided to the County not less than ten Days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
- 12.2.3 Certificates must identify all required insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The insured party named on the Certificate must match the name of Contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000, and list any County required endorsement forms.
- 12.2.4 Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the required insurance provisions.
- 12.2.5 Certificates and copies of any required endorsements must be sent to County Project Director at the address specified in Exhibit D (County's Administration) to this Contract.
- 12.2.6 Contractor also must promptly report to the County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to contractor. Contractor also must promptly notify the County

of any third-party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract and could result in the filing of a claim or lawsuit against Contractor and/or the County.

12.3 Additional Insured Status and Scope of Coverage

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

12.4 Cancellation of or Changes in Insurance

Contractor must provide the County with, or Contractor's insurance policies must contain a provision that the County will receive, written notice of cancellation or any material change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to the County at least ten (10) Days in advance of cancellation for non-payment of premium and thirty (30) Days in advance for any other cancellation or material policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

12.5 Failure to Maintain Insurance

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

12.6 Insurer Financial Ratings

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

12.7 Contractor's Insurance Must Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, will be primary with respect to all other sources of coverage available to Contractor.

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

12.8 Waivers of Subrogation

To the fullest extent permitted by law, Contractor hereby waives its rights and its insurer(s)' rights of recovery against the County under all the Required Insurance for any loss arising from or relating to this Contract. Contractor must require its insurers to execute any waiver of subrogation endorsements as defined in Exhibit A (Statement of Work), which may be necessary to affect such waiver.

12.9 Subcontractor Insurance Coverage Requirements

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

12.10 Deductibles and Self-Insured Retentions (SIRs)

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

12.11 Claims Made Coverage

If any part of the required insurance is written on a claims made basis, any policy retroactive date will precede the effective date of this Contract. Contractor understands and agrees it must maintain such coverage for a period of not less than one year following Contract expiration, termination, or cancellation.

12.12 Application of Excess Liability Coverage

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

12.13 Separation of Insureds

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

12.14 Alternative Risk Financing Programs

The County reserves the right to review and then approve Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements

and captive insurance to satisfy the Required Insurance provisions. The County and its Agents must be designated as an Additional Covered Party under any approved program.

12.15 County Review and Approval of Insurance Requirements

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

13.0 INSURANCE COVERAGE

13.1 Commercial General Liability Insurance

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

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

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

13.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to the County at least ten Days in advance of cancellation for non-payment of premium and 30 Days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

13.4 Technology Errors & Omissions Insurance

Technology Errors & Omissions Insurance includes coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include: (i) systems analysis, (ii) systems programming, (iii) data processing, (iv) systems integration, (v) outsourcing including outsourcing

development and design, (vi) systems design, consulting, development and modification, (vii) training services relating to computer software or hardware, (viii) management, repair and maintenance of computer products, networks and systems, (ix) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software, (x) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and (xi) any other Services provided by Contractor, with limits of not less than ten million dollars.

13.5 Privacy/Network Security (Cyber) Insurance

Privacy/Network Security (“Cyber”) liability coverage providing protection against liability for: (i) privacy breaches (liability arising from the loss or disclosure of confidential information no matter how it occurs), (ii) System breach, (iii) denial or loss of service, (iv) introduction, implantation or spread of malicious software code, and (v) unauthorized access to or use of computer systems, with limits of not less than five million dollars. No exclusions/restrictions for unencrypted portable devices/media may be on the policy. The County of Los Angeles, its Special Districts, and their Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) must be provided additional insured status.

13.6 Intellectual Property Warranty and Indemnification

13.6.1 Indemnification – General

Notwithstanding any provision to the contrary, whether expressly or by implication, Contractor must indemnify, defend, and hold harmless the County, its Special Districts, and their elected and appointed officers, employees, Agents and volunteers (collectively referred to for purposes of this Paragraph 13.7.1 as County and its Agents) from and against any and all liability, including, but not limited to, demands, claims, actions, fees, damages, costs, and expenses (including attorneys and expert witness fees) arising from any actual infringement of any third party’s patent or copyright, or any actual unauthorized trade secret disclosure, arising from or related to this Contract and/or the operation and use of the System (collectively referred to for purposes of this Paragraph 13.7.1 as “Infringement Claim(s)”).

Any legal defense pursuant to Contractor’s indemnification obligations under this Paragraph 13.7.1 must be conducted by Contractor and performed by counsel selected by Contractor. The County will provide Contractor with information, reasonable assistance, and authority to defend or settle the claim. Notwithstanding the foregoing, the County will retain the right to participate in any such defense at its sole cost and expense.

13.6.2 Indemnification – Intellectual Property

13.6.2.1 Notwithstanding any provision to the contrary, whether expressly or by implication, from and against any and all third-party liability, including, but not limited to, demands, claims, actions, fees, direct damages, costs, and expenses (including

attorneys and expert witness fees) arising from any actual infringement of any third party's patent or copyright, or any actual unauthorized trade secret disclosure, arising from or related to this Contract and/or the operation and use of the System (collectively referred to for purposes of this Paragraph 13.7.2 as "Infringement Claim(s)").

- 13.6.2.2 Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 13.7.2 (Indemnification – Intellectual Property) must be conducted by Contractor and performed by counsel approved by both parties. The County will provide Contractor with information, reasonable assistance, and authority to defend or settle the claim. Notwithstanding the foregoing, the County will retain the right to participate in any such defense at its sole cost and expense.
- 13.6.2.3 Contractor must pay and is solely responsible for the amount of any resulting adverse final judgement issued by a court of competent jurisdiction, or of any settlement made by Contractor in writing.
- 13.6.2.4 Contractor will have no liability hereunder if the claim of infringement or an adverse final judgment rendered by a court of competent jurisdiction results from: (i) the County's use of a previous version of the Solution, and the claim would have been avoided had the County used the current version of the software, (ii) the County's combining the Solution with devices or products not intended or approved by Contractor, (iii) use of the Solution in applications, business environments or processes for which the Solution was not designed or contemplated, and where use of the Solution outside of such application, environment or business process would not have given rise to the claim, (iv) corrections, modifications, alterations or enhancements that the County made to the Solution and such correction, modifications, alterations or enhancements is determined by a court of competent jurisdiction to be a contributing (e.g., material and/or substantive) cause of the infringement, (v) use of the Solution by any person or entity other than Users, or (vi) subject to Contractor's remedial measures, the County's willful infringement, including continued use of Contractor's infringing Solution after being notified by Contractor that such infringing Solution is, or is likely to become, the subject of a third-party claim.
- 13.6.2.5 Contractor must, at its option and at no cost to the County, engage in remedial measures by, either: (i) disabling without delay, the affected Software component, as applicable, and either (ii) procuring the right, by license or otherwise, for the

County to continue to use the Solution or affected component(s) thereof, or part(s) thereof, to the same extent of County's License, or (iii) replacing or modifying the Solution or any component(s) thereof with another software or component(s) thereof of at least equivalent quality and performance capabilities, as mutually determined and agreed to by the County and Contractor, until the Solution and all components thereof become non-infringing, non-misappropriating and non-disclosing. The foregoing states Contractor's entire liability and County's sole and exclusive remedy with respect to this Paragraph 13.7 (Indemnification - Intellectual Property).

13.6.2.6 Failure by Contractor to provide and complete the Remedial Acts described in Paragraph 13.7.2.5 above will constitute a material breach of this Contract, upon which the County will be entitled to terminate this Contract for default pursuant to Paragraph 20.0 (Termination for Default) below.

14.0 INTENTIONALLY OMITTED

15.0 INTENTIONALLY OMITTED

16.0 CONFIDENTIALITY

16.1 Confidential Information

Each party will protect, secure and keep confidential all records, materials, documents, data and/or other information, including, but not limited to, billing and sensitive financial information, County records, data and information, County materials, Solution data, Work Product, Application Software, personally identifiable and health information, and any other data, records and information, received, obtained and/or produced under the provisions of this Contract (hereinafter "Confidential Information"), in accordance with the terms of this Contract and all applicable federal, state or local laws, regulations, ordinances and publicly available guidelines and directives relating to confidentiality. As used in this Contract, the term "Confidential Information" will also include records, materials, data and information deemed confidential by the County or the applicable law under Paragraph 8.6 (Rules and Regulations) of this Contract. Each party will use whatever appropriate security measures are necessary to protect such Confidential Information from loss, damage and/or unauthorized dissemination by any cause, including, but not limited to, fire and theft.

Contractor must inform all its officers, employees, agents and Subcontractors providing Work hereunder of the confidentiality provisions of this Contract. Contractor must ensure that all its officers, employees, agents and Subcontractors performing Work hereunder have entered into confidentiality agreements no less protective of the County than the terms of this Contract, including this Paragraph 16.1 and Exhibit F2 (Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement) to this Contract. Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is solely

responsible for any breach of the obligations of confidentiality set forth herein by any person or entity to which Contractor discloses any of County's Confidential Information.

Contractor's violation of this Paragraph 16.1 may constitute a material breach of this Contract. In the event of such material breach, the County may, in its sole discretion, terminate this Contract and/or pursue debarment of Contractor from participation in future County solicitations or from being awarded a contract pursuant to a County solicitation.

16.2 Disclosure of Information

With respect to any of the County's Confidential Information or any other records, materials, data or information that is obtained by Contractor (hereinafter collectively for the purpose of this Paragraph 16.2 "information"), Contractor must: (i) not use any such information for any purpose whatsoever other than carrying out the express terms of this Contract, (ii) promptly transmit to the County all requests for disclosure of any such information, (iii) not disclose, except as otherwise specifically permitted by this Contract, any such information to any person or organization other than the County without prior written approval of County's contract administrator in consultation with County's Chief Information Security Officer and/or Chief Privacy Officer, and (iv) at the expiration or termination of this Contract, return all such information to the County or maintain such information according to the written procedures provided or made available to Contractor by the County for this purpose. If required by a court of competent jurisdiction or an administrative body to disclose County Information, Contractor must notify County Project Director immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.

16.3 Disclosure Restrictions of Non-Public Information

While performing Work under this Contract, Contractor may encounter County Non-public Information ("NPI") in the course of performing this Contract, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as "Internal Use", "Confidential" or "Restricted" as defined in Board of Supervisors Policy 6.104 – Information Classification Policy as NPI. Contractor must not disclose or publish any County NPI and material received or used in performance of this Contract. This disclosure obligation is perpetual for Contractor, its officers, employees, agents and Subcontractors.

16.4 Indemnification & Limitation of Liability

Notwithstanding any provision of this Contract to the contrary, whether expressly or by implication, Contractor must indemnify, defend and hold harmless the County and its Agents from and against any and all direct loss, direct damage, liability and expense, including, but not limited to, defense costs and reasonable legal, accounting and other expert, consulting or professional fees, arising from, connected with or related to any failure by Contractor, its officers, employees,

agents or Subcontractors to comply with this Paragraph 16.4, as determined by the County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 16.4 must be conducted by Contractor and performed by counsel selected by Contractor and approved by the County. Contractor does not have the right to enter into any settlement, agree to any injunction or make any admission, in any such case, on behalf of the County without the County's prior written approval.

Contractor must sign and adhere to the provisions of Exhibit F1 (Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement) to this Contract.

(Subject to the terms of this Contract, the County must indemnify and hold harmless Zetron, its officers, employees, affiliates, owners, and agents from all liability that may result from all claims, actions, suits, or damages finally awarded including without limitation reasonable attorneys' fees, related to injury or death of any person or damage to or loss of any property caused by the County's gross negligence or willful misconduct in the course of performance of this Contract.

EXCEPT FOR ANY AMOUNTS DUE TO ZETRON UNDER THIS CONTRACTT, IN NO EVENT WILL EITHER PARTY'S LIABILITY INCLUDE CONSEQUENTIAL, INDIRECT, SPECIAL, OR INCIDENTAL DAMAGES OR LOSSES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE LIMITED REMEDIES IN THIS CONTRACT FAIL OF THEIR ESSENTIAL PURPOSE. NEITHER PARTY'S LIABILITY WILL IN ANY EVENT EXCEED THE CONTRACT PRICE.

16.5 Individual Requests

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. Contractor must have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from County within seven Days. If an individual makes a request directly to Contractor involving County Information, Contractor must notify County within five Days and the County will coordinate an appropriate response, which may include instructing Contractor to assist in fulfilling the request. Similarly, if Contractor receives a privacy or security complaint from an individual regarding County Information, Contractor must notify the County as described in Paragraph 17.0 (Security) below, and the County will coordinate an appropriate response.

16.6 Retention of County Information

Contractor must not retain any County information for any period longer than necessary for Contractor to fulfill its obligations under this Contract and applicable law.

17.0 SECURITY

17.1 System Security

Notwithstanding anything to the contrary herein, Contractor must provide all Work utilizing security technologies and techniques in accordance with the industry standards, Contractor's best practices and applicable County security policies, procedures and requirements provided by the County to Contractor in writing as part of the RFP (and incorporated by this reference), this Contract or otherwise as required by law, including those relating to the prevention and detection of fraud or other inappropriate use or access of Systems and networks. Without limiting the generality of the foregoing, Contractor must implement and use network management and maintenance applications and tools and fraud prevention and detection and encryption technologies and prevent the introduction of any Disabling Device into the Solution, as further specified in this Contract and Exhibit H1 (County – Information Security and Privacy Requirements). In no event must Contractor's actions or inaction result in any situation that is less secure than the security that Contractor then provides for its own Systems and data.

17.2 Solution Data Security

Contractor hereby acknowledges the right of privacy of all persons whose information is stored in the Solution data or any other County data. Contractor must protect, secure and keep confidential all Solution data in compliance with all federal, state and local laws, rules, regulations, ordinances, guidelines and directives relating to confidentiality and information security, and Exhibit H1 (County – Information Security and Privacy Requirements), including any breach of the security of the Solution, such as any unauthorized acquisition of Solution data that compromises the security, confidentiality or integrity of personally identifiable information. Further, Contractor must take all reasonable actions necessary or advisable to protect all Solution data in its possession, custody or control from loss or damage by any cause, including fire, theft or other catastrophe. In addition, if requested by County Project Director, Contractor must provide notification to all persons whose unencrypted personal information was, or is reasonably believed to have been, acquired by any unauthorized person, and the content, method and timing of such notification will be subject to the prior approval of County Project Director. Contractor must not use Solution data for any purpose or reason other than to fulfill its obligations under this Contract.

17.3 Protection of Electronic County Information – Data Encryption

Contractor that electronically transmits or stores Personal Information (hereinafter "PI"), Protected Health Information (hereinafter "PHI") and/or Medical Information (hereinafter "MI") must comply with the encryption standards set forth below and incorporated into this Contract and all Amendments thereto (collectively, the "Encryption Standards"), as required by the Board of Supervisors Policy Number 5.200 (hereinafter "Policy"). For purposes of this Paragraph 17.3 (Protection of Electronic County Information – Data Encryption), "PI" is defined in California Civil Code Section 17910.29(g); "PHI" is defined in Health Insurance Portability and

Accountability Act of 1996 (HIPAA) and implementing regulations; and “MI” is defined in California Civil Code Section 56.05(j).

17.3.1 Encryption Standards – Stored Data

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

Contractors’ and Subcontractors’ use of remote servers (e.g., cloud storage, Software-as-a-Service or SaaS) for storage of County PI, PHI and/or MI will be subject to written pre-approval by the County’s Chief Executive Office.

17.3.2 Encryption Standards – Transmitted Data

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

17.3.3 Definition References

- a. As used in this Policy, the phrase “Personal Information” will have the same meaning as set forth in subdivision (g) of California Civil Code section 17910.29.
- b. As used in this Policy, the phrase “Protected Health Information” will have the same meaning as set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations.
- c. As used in this Policy, the phrase “Medical Information” will have the same meaning as set forth in subdivision (j) of California Civil Code section 56.05.

17.3.4 Compliance

By executing this Contract, Contractor (on behalf of itself and any and all County-approved Subcontractors) certifies its compliance with the Policy and the data encryption requirements specified in this Paragraph 17.3.4 (Compliance) as of the Effective Date of this Contract, during the Term of

this Contract and for as long as Contractor (or any of its Subcontractors) is in possession of County PI, PHI and/or MI. Such certification will be evidenced by submission of a completed and signed form set forth in Exhibit H3 (Compliance with Departmental Encryption Requirements), prior to being awarded this Contract by the Board of Supervisors. In addition to the foregoing, Contractor must maintain any validation or attestation reports that it or its County-approved Subcontractors' data encryption product(s) generate, and such reports will be subject to audit in accordance with this Contract. The County requires that, if non-compliant, Contractor develop and execute a corrective action plan. Failure on the part of Contractor to comply with any of the provisions of this Paragraph 17.3.4 (Compliance) will constitute a material breach of this Contract, upon which the County may terminate or suspend this Contract, deny Contractor access to the County IT resources and/or take such other actions as deemed necessary or appropriate by the County.

17.3.5 No Policy Exceptions

There are no exceptions to this Policy, except as expressly approved by the Board of Supervisors in writing.

17.3.6 Remedies

Contractor acknowledges that a breach of Contract may result in irreparable harm to the County, which may not be adequately compensated by monetary damages. Therefore, in addition to the County's other rights provided by law and equity, the County retains the right to seek injunctive relief to enforce the provisions of this Paragraph 17.3.6 (Remedies). The provision of this Paragraph 17.3.6 (Remedies) will survive the expiration and/or termination of this Contract.

Contractor must take all reasonable actions necessary or advisable to protect the Solution from loss or damage by any cause. Contractor must bear the full risk of loss or damage to the Solution and any Solution data by any cause other than resulting from force majeure or the County's sole fault.

18.0 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS

18.1 Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law practicably allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

18.2 Contractor cannot assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior express written consent of the County in its sole discretion and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this Paragraph 18.0 (Assignment and Delegation/Mergers or

Acquisitions), the County consent will require a written Amendment to the Contract, which must be formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible by the County against the claims Contractor may have against the County.

- 18.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, Subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's prior express written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County will be entitled to pursue the same remedies against Contractor under this Contract in the event of default by Contractor.

19.0 TERMINATION FOR CONVENIENCE

- 19.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of Work hereunder will be effectuated by notice of termination to Contractor specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than 30 Days after the notice is sent.

- 19.2 After receipt of a notice of termination and except as otherwise directed by the County, Contractor must:

- a. Stop Work under this Contract on the date and to the extent specified in such notice, and
- b. Complete performance of such part of the Work, as well as Work not effected by the notice, using the same quality of Work, as if Contractor had not been terminated by such notice.

- 19.3 All materials including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract must be maintained by Contractor in accordance with Paragraph 31.0 (Record Retention and Inspection-Audit Settlement) below.

20.0 TERMINATION FOR DEFAULT

- 20.1 The County may, by written notice to Contractor, terminate the whole or any part of this Contract if:

- a. Contractor fails to timely provide and/or satisfactorily perform any Task, SubTask, Deliverable, goods, Service, or other Work within the times specified in this Contract, or
- b. Contractor fails to demonstrate a high probability of timely fulfillment of the performance requirements under this Contract, or

- c. Contractor fails to make progress as to endanger performance of this Contract in accordance with its terms, or
 - d. Contractor in performance of Work under this Contract fails to comply with the requirements of this Contract, including, but not limited to Exhibit A (Statement of Work) and Exhibit C (Service Level Agreement), or
 - e. Contractor fails to perform or comply with any other provisions of this Contract or materially breaches this Contract; and, unless a shorter cure period is expressly provided in this Contract, does not cure such failure or fails to correct such failure or breach within 30 Days (or such longer period as the County may authorize in writing) of receipt of written notice from the County specifying such failure or breach, except that Contractor must not be entitled to any cure period, and the County may terminate immediately, in the event that Contractor's failure to perform or comply is not reasonably capable of being cured.
- 20.2 If, after the County has given notice of termination under the provisions of this Paragraph 20.0 (Termination for Default), it is determined by the County that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 19.0 (Termination for Convenience) above.
- 20.3 The rights and remedies of the County provided in this Paragraph 20.0 (Termination for Default) are not exclusive and are in addition to any other rights and remedies provided by law and/or under this Contract.

21.0 TERMINATION FOR IMPROPER CONSIDERATION

- 21.1 The County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that improper consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County elected official, officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, Amendment, or extension of this Contract or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination, the County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 21.2 Contractor must immediately report any attempt by a County elected official, officer, employee, or agent to solicit such improper consideration. The report should be made either to the County manager charged with the supervision of the employee or to County's Auditor-Controller's Employee Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.
- 21.3 Improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, tangible gifts or other such items and means.

22.0 TERMINATION FOR INSOLVENCY

- 22.1 The County may terminate this Contract immediately and without delay if any of the following occur:

- a. Insolvency of Contractor – Contractor must be deemed to be insolvent if it has ceased to pay its debts for at least 60 Days in the ordinary course of business or cannot pay its debts as they become due, whether a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code,
 - b. The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code,
 - c. The appointment of a Receiver or Trustee for Contractor, or
 - d. The execution by Contractor of a general assignment for the benefit of creditors.
- 22.2 The rights and remedies of the County provided in this Paragraph 22.0 (Termination for Insolvency) are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- 22.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects this Contract, the County may elect to retain its rights under this Contract, as provided under Section 365(n) of the United States Bankruptcy Code (11 United States Code, Section 365(n)). Upon written request of the County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee must allow the County to exercise all of its rights and benefits under this Contract including, without limitation, such Section 365(n) (including, without limitation, the right to continued use of all source and object code versions of the Application Software and related Documentation, and must not interfere with the rights and benefits of the County as provided therein). The foregoing will survive the termination or expiration of this Contract for any reason whatsoever.

23.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

Contractor, and each County Lobbyist or County Lobbying firm (as defined in County Code Section 2.160.010) retained by Contractor, must fully comply with this County Lobbyist Ordinance. Failure on the part of Contractor or any County Lobbyist or County Lobbying firm retained by Contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

24.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

25.0 EFFECT OF TERMINATION

25.1 Termination by County

Except for termination of convenience by the County, in the event that the County, upon written notice to Contractor, terminates this Contract in whole or in part as provided herein, then:

- a. Contractor and the County will continue the performance of this Contract to the extent not terminated,
- b. Contractor must stop Work under this Contract on the date and to the extent specified in such notice and provide to the County all completed Work and Work in progress, in a medium reasonably requested by the County,
- c. Contractor must: (i) promptly return to the County any and all County Confidential Information, County Materials and any other County data relating to that portion of this Contract and Work terminated by the County, and (ii) destroy all such Confidential Information, County Materials and other County data as required in and in accordance with the provisions of Exhibit H1 (County – Information Security and Privacy Requirements)
- d. Contractor must transfer ownership of the Cloud Solution Environment to the County,
- e. The County will pay Contractor all monies due, upon receiving Contractor's invoice(s), in accordance with the terms of this Contract for the Work completed up to the time of termination,
- f. Contractor must return to the County all monies paid by County, yet unearned by Contractor, including any prorated prepaid Service Fees calculated depending on the date of termination, if applicable,
- g. Upon termination by the County for default pursuant to Paragraph 20.0 (Termination for Default) above or for insolvency pursuant to Paragraph 22.0 (Termination for Insolvency) above, the County will have the right to procure, upon such terms and in such a manner as the County may deem appropriate, goods, Services and other Work, similar to those so terminated, and Contractor must be liable to the County for, and must promptly pay to the County by cash payment, any and all excess costs incurred by County, as determined by the County, to procure and furnish such similar goods, Services and other Work,
- h. Contractor understands and agrees that the County has obligations that it cannot satisfy without use of the Solution provided to the County hereunder or an equivalent solution, and that a failure to satisfy such obligations could result in irreparable damage to the County and the entities it serves. Therefore, Contractor agrees that in the event of any termination of this Contract, Contractor must fully cooperate with the County in the transition of the County to a new solution, toward the end that there be no interruption of the County's day-to-day operations due to the unavailability of the Solution during such transition. Upon written notice to Contractor, Contractor must allow the County or a County-selected Subcontractor a transition period until expiration of the

term of this Contract, or in all other cases, at a date specified by the County, for the orderly turnover of Contractor's Contract activities and responsibilities without any additional cost to the County.

25.2 Termination Transition Services

Contractor must assist the County in transitioning from the Solution by providing Transition Services, as provided below. Upon the expiration or termination of this Contract, the County may require Contractor to provide Services in the form of Optional Work to assist the County to transition System operations from Contractor to the County or the County's designated third party ("Transition Services"). Upon the County's request for Transition Services, the County and Contractor agree to negotiate in good faith the scope of work and the price for such Transition Services.

Contractor agrees that if the County terminates this Contract for any breach by Contractor or for insolvency of Contractor, Contractor must perform all Transition Services as required by the County at no cost to the County. Contractor must provide the County with all the Transition Services as provided in this Paragraph 25.2. The duty of Contractor to provide any Transition Services pursuant to this Paragraph 25.2 will be conditioned on the County continuing to comply with its obligations under this Contract, including payment of all applicable fees. Contractor has no right to withhold or limit its performance of the Transition Services based on any alleged breach of this Contract by the County, other than a failure by the County to timely pay Contractor the invoiced amounts due and payable hereunder. The County will have the right to seek specific performance of this Paragraph 25.2 in any court of competent jurisdiction and Contractor hereby waives any defense that damages are an adequate remedy. Compliance with this Paragraph 25.2 by either party will not constitute a waiver or estoppel regarding any rights or remedies available to the parties. In the event of termination for default based on a breach by Contractor, the value of Transition Services provided to the County, based on the most recent prices applicable under this Contract to similar Services, will be applied in mitigation of any damages that may be awarded.

26.0 WAIVER

No breach of any provision hereof can be waived unless in writing. No waiver by the County of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 26.0 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

27.0 WARRANTY AGAINST CONTINGENT FEES

27.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

27.2 For breach of this warranty, the County has the right to terminate this Contract and at its sole discretion may deduct from the Contract price the consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

28.0 INDEPENDENT CONTRACTOR STATUS

28.1 This Contract is by and between the County and Contractor and is not intended, and will not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and Contractor. The employees and agents of one party will not be, nor be construed to be employees or agents of the other party for any purpose whatsoever.

28.2 Contractor is solely liable and responsible for providing to, or on behalf of, all its agents, servants or employees performing Work pursuant to this Contract any and all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

28.3 Contractor understands and agrees that all persons performing Work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of the County. Contractor is solely liable and responsible for furnishing all Workers' Compensation benefits to all its agents, servants, or employees as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to this Contract.

29.0 SUBCONTRACTING

29.1 The County has relied, in entering into this Contract, on the reputation of and on obtaining the personal performance of Contractor, and more specifically Contractor's key staff. The requirements of this Contract cannot be subcontracted by Contractor without the advance written approval of the County. Any attempt by Contractor to Subcontract any performance of this Contract without prior written approval will be null and void and will be deemed a material breach of this Contract, upon which the County may immediately terminate this Contract.

29.2 In the event Contractor seeks to subcontract any portion of its performance of the Contract by Contractor's key staff, Contractor must first provide to the County, in writing, a notice regarding such proposed Subcontract, which must include:

- a. The reasons for the proposed Subcontract,
- b. Identification of the proposed Subcontractor and an explanation of why and how the proposed Subcontractor was selected,
- c. A detailed description of the Work to be provided by the proposed Subcontractor,
- d. Confidentiality provisions applicable to the proposed Subcontractor, and if applicable its officers, employees and agents, which would be incorporated into the Subcontract,

- e. Required County forms including: (i) Exhibit F1 (Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement), (ii) Exhibit G (Safely Surrendered Baby Law), and (iii) any other standard County required provisions,
 - f. A representation from Contractor that:
 - i. The proposed Subcontractor is qualified to provide the Work for which Subcontractor is being hired ,
 - ii. Either the proposed Subcontractor maintains the insurance required by this Contract or Contractor has procured and maintains such insurance coverage for the proposed Subcontractor,
 - iii. Either Contractor and/or the proposed Subcontractor will be liable and responsible for all of Subcontractor's taxes, payments, and compensation, including compensation to its employees, related to the performance of Work under this Contract, and
 - iv. Either Contractor and/or the proposed Subcontractor must indemnify the County under all the same terms and conditions as the indemnification provisions of this Contract.
 - g. Other pertinent information and/or certifications reasonably requested by the County.
- 29.3 The County will review Contractor's request to Subcontract and determine on a case-by-case basis whether to consent to such request, which consent will not be unreasonably withheld.
- 29.4 Notwithstanding any provision of this Contract to the contrary, whether expressly or by implication, Contractor must indemnify, defend and hold harmless the County and its officers, employees and agents, from and against any and all claims, demands, liabilities, damages, costs and expenses, including, but not limited to, defense costs and legal, accounting or other expert consulting or professional fees in any way arising from or related to Contractor's use of any Subcontractor, including without limitation any officers, employees or agents of any Subcontractor, in the same manner as required for Contractor of its officers, employees and agents under this Contract.
- 29.5 Notwithstanding any other provision of this Paragraph 29.0 (Subcontracting), Contractor will remain fully responsible for all performance required under this Contract, including those which Contractor has determined to subcontract, including, but not limited to, the obligation to properly supervise, coordinate and provide all Work required under this Contract. All subcontracts must be made in the name of Contractor and will not bind nor purport to bind the County. Furthermore, subcontracting of any Work under this Contract will not be construed to limit in any way, Contractor's performance, obligations or responsibilities to the County or limit, in any way, any of the County's rights or remedies contained in this Contract.

- 29.6 Subcontracting of any Work performed by Contractor's key staff under this Contract will not waive the County's right to prior and continuing approval of any or all such Contractor's key staff pursuant to the provisions of Paragraph 8.3 (Approval of Contractor's Staff) of this Contract, including any subcontracted members of Contractor's key staff. Contractor must notify its Subcontractors of the County's right to approve or disapprove each member or proposed member of key staff providing Services or on-site Work to the County under this Contract or with access to any County data or information, including County's Confidential Information, System Data and other County Materials, prior to and during their performance of any Work hereunder, as well as to approving or disapproving any proposed deletions from or other changes in such Contractor key staff.
- 29.7 Notwithstanding subcontracting by Contractor of any Work under this Contract, Contractor will be solely liable and responsible for any and all payments and other compensation to all Subcontractors, and their respective officers, employees, agents, and successors in interest, for any Services performed by Subcontractors under this Contract.
- 29.8 In the event that the County consents to any subcontracting, such consent will apply to each particular Subcontract only and will not be, nor should be construed to be, a waiver of this Paragraph 29.0 (Subcontracting) or a blanket consent to any further subcontracting.

30.0 RISK OF LOSS

Contractor bears the full risk of loss due to total or partial destruction of any software products loaded on CDs or other computer media, until such items are delivered to and accepted in writing by the County as evidenced by the County's signature on delivery documents.

31.0 RECORD RETENTION AND INSPECTION-AUDIT SETTLEMENT

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

- 31.2 In the event that an audit of Contractor is conducted specifically regarding this Contract by any federal or state auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor must file a copy of such audit report with the County's Auditor-Controller within 30 Days of Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s).
- 31.3 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 31.0 (Record Retention and Inspection-Audit Settlement) will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 31.4 If, at any time during the entire Term of this Contract or within five years after the expiration or termination of this Contract, representatives of the County conduct an audit of Contractor regarding the Work performed under this Contract, and if such audit finds that the County's dollar liability for any such Work is less than payments made by the County to Contractor, then the difference will be either: a) repaid by Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to Contractor from the County, whether under this Contract or any other agreement. If such audit finds that the County's dollar liability for such Work is more than the payments made by the County to Contractor, then the difference will be paid to Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

31.5 Audit and Inspection, Information Security and Privacy Requirements

a. Self-Audits

Contractor must periodically conduct audits, assessments, testing of its System of controls, and testing of Information Security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits must 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.

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. 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 Contractor that contains any County Information, 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 Contractor's information systems, products, and Services, and the corresponding steps taken by Contractor to mitigate such failure or exception. Any reports and related materials provided to the County pursuant to this Paragraph 31.5 (Audit

and Inspection, Information Security and Privacy Requirements) must be provided at no charge to the County.

b. County Requested Audits

At the County's expense, it or an independent third-party auditor it commissions, will have the right to audit Contractor's infrastructure, security and privacy practices, data center, Services and/or Systems storing or processing the County Information via an onsite inspection at least once a year. Upon the County's request Contractor must complete a questionnaire regarding Contractor's information security and/or privacy program. The County will pay for the County requested audit unless the auditor finds that Contractor has materially breached this Contract, in which case Contractor must bear all costs of the audit; and if the audit reveals material non-compliance with this Paragraph 31.5 (Audit and Inspection, Information Security and Privacy Requirements), the County may exercise its termination rights provided by this Contract.

A County requested audit will be conducted during Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect 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. 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. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

When not prohibited by regulation, Contractor will provide to the County a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by Contractor or a third party, and (ii) corrective actions or modifications, if any, Contractor will implement in response to such audits. 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 the County with a full and adequate defense, as determined by the County in its sole judgment, the 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 the County in doing so. Contractor has no right or authority to enter into any settlement, agree to any injunction, other equitable relief, or make any admission, in any case, on behalf of the County without the County's prior express written approval.

c. County Audit Settlements

If, at any time during or after the Term of this Contract, representatives of the County conduct an audit of Contractor regarding the Work performed under this Contract, and if such audit reasonably and accurately find that the County's dollar liability for such Work is less than payments made by County to Contractor, then the difference, together with the County's reasonable costs of audit, will be either repaid by Contractor to the County by cash payment upon demand or deducted from any amounts due to Contractor from the County, as determined by the County. If such audit finds County's dollar liability for such Work is more than payments made by the County to Contractor, then the difference will be repaid to Contractor by cash payment.

32.0 COUNTY'S QUALITY ASSURANCE PLAN

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

33.0 CONFLICT OF INTEREST

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

33.2 Contractor must comply with all conflict-of-interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the Term of this Contract. Contractor warrants that it is not now aware of any facts that create or appear to create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to County Project Director. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph 33.0 (Conflict of Interest) will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

33.3 The terms and procedures of this Paragraph 33.0 (Conflict of Interest) will also apply to Subcontractors, consultants and partners of Contractor performing Work under this Contract.

34.0 COMPLIANCE WITH APPLICABLE LAW

34.1 In the performance of this Contract, Contractor must comply with all applicable federal, state and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated by reference.

34.2 Contractor must indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by the County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 34.0 (Compliance with Applicable Law) must be conducted by Contractor and performed by counsel selected by Contractor and approved by the County. Notwithstanding the preceding sentence, 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 the County with a full and adequate defense, as determined by the County in its sole judgment, the County will be entitled to retain its own counsel, including without limitation, County Counsel, and receive reimbursement from Contractor for all such costs and expenses incurred by the County in doing so. Contractor has no right or authority to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in any such case, on behalf of the County without the County's prior express written approval.

34.3 Contractor certifies and agrees that it fully complies with all applicable requirements of the County's regulations, as well as rules, ordinances, court rules, municipal laws, directives and policies issued pursuant to the enabling statute(s) and/or state or federal regulation or law applicable to the Work and Contractor's County-approved Subcontractors' provision thereof. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code), the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871) and compliance with Section 306 of the Clean Air Act (42 USC 1857[h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Contractor is responsible for staying apprised of any and all relevant changes in the law, including, but not limited to, rules, ordinances, court rules, municipal laws, directives and policies issued pursuant to the enabling statute(s) and/or state or federal regulation or law. Contractor must also comply with all applicable ordinances, rules, policies, directives, and procedures issued or adopted by the County applicable to the Work and Contractor's County-approved Subcontractors' provision thereof for which Contractor is provided actual or

constructive notice. The County reserves the right to review Contractor's procedures to ensure compliance with the statutes, ordinances, regulations, rules, rulings, policies and procedures of the state and the federal government, as applicable to this Contract.

- 34.4 Failure by Contractor to comply with such laws and regulations will be material breach of this Contract and may result in termination or suspension of this Contract.

35.0 FAIR LABOR STANDARDS

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

36.0 COMPLIANCE WITH CIVIL RIGHTS LAW

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

- a. That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- b. That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- c. That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- d. Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

37.0 RESTRICTIONS ON LOBBYING - FEDERAL FUNDS PROJECTS

If any federal funds are to be used to pay for any portion of Contractor's Work under this Contract, the County will notify Contractor in writing in advance of such payment and Contractor must fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and will ensure that each of its Subcontractors receiving funds provided under this Contract also fully complies with all applicable certification and disclosure requirements.

38.0 EMPLOYMENT ELIGIBILITY VERIFICATION

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

39.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ARE ON A COUNTY RE-EMPLOYMENT LIST

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

40.0 CONSIDERATION OF HIRING GAIN/START PARTICIPANTS

- 40.1 Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor must give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to Contractor. Contractors must report all job openings and job requirements to: GAINSTART@DPSS.LACOUNTY.GOV and BSERVICES@OPPORTUNITY.LACOUNTY.GOV and DPSS will refer qualified GAIN/START job candidates.
- 40.2 In the event that both laid-off County employees and GAIN/START participants are available for hiring, County employees must be given first priority.

41.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, Contractor and the County agree that, during the entire Term of this Contract and for a period of one year thereafter, neither party will in any way intentionally induce or persuade any employee of one party to become an

employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

42.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

43.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

43.1 Responsible Contractor

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

43.2 Chapter 2.202 of the County Code

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

43.3 Non-responsible Contractor

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

43.4 Contractor Hearing Board

43.4.1 If there is evidence that Contractor may be subject to debarment, County Project Director will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

- 43.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and County Project Director will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the County Board of Supervisors.
- 43.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the County Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 43.4.4 If a Contractor has been debarred for a period longer than five years, that Contractor may after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: i) elimination of the grounds for which the debarment was imposed, ii) a bona fide change in ownership or management, iii) material evidence in favor of Contractor is discovered after debarment was imposed, or iv) any other reason that is in the best interests of the County.
- 43.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where: i) Contractor has been debarred for a period longer than five years, ii) the debarment has been in effect for at least five years, and iii) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 43.4.6 The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board will have

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

43.5 Subcontractors of Contractor

The terms and procedures of this Paragraph 43.0 (Contractor Responsibility and Debarment) will also apply to Subcontractors, consultants and partners of Contractor performing Work under this Contract.

44.0 FEDERAL ACCESS TO RECORDS

If, and to the extent that Section 1861(v)(1)(I) of the Social Security Act (42 United States Code Section 1395x(v)(1)(i) is applicable, Contractor agrees that for a period of four years following the furnishing of Services under this Contract, 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 authorized representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of Services provided hereunder. Furthermore, if Contractor carries out any of the Services described in United States Code Section 1395 through any Subcontract with a value or cost of \$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.

45.0 REQUIRED CERTIFICATIONS

Contractor must obtain and maintain in effect during the entire Term of this Contract all licenses, permits, registrations, accreditations and certificates required by all federal, state, and local laws, ordinances, rules, regulations, guidelines and directives, which are applicable to Contractor's provision of the Services under this Contract. Contractor must further ensure that all of its officers, employees, agents and Subcontractors who perform Services hereunder, must obtain and maintain in effect during the Term of this Contract all licenses, permits, registrations, accreditations and certificates which are applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation, and certificate required by all applicable federal, state, and local laws, ordinances, rules, regulations, guidelines, and directives will be provided, if required by law, in duplicate, to County Project Manager at the address set forth in Exhibit D (County's Administration) to this Contract.

46.0 NO THIRD-PARTY BENEFICIARIES

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

47.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST AND DISASTER

Contractor recognizes that the County provides Services essential to the residents of the communities it serves, and that these Services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Contract, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible without related danger to Contractor's or Subcontractors' employees and suppliers. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing their Services on-site, such staff members may perform any or all of their Services remotely.

48.0 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO SAFELY SURRENDERED BABY LAW

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster, in Exhibit G (Safely Surrendered Baby Law) to this Contract, in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. Information and posters for printing are available at:

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

49.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

Contractor must notify and provide to its employees and must require each Subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit G (Safely Surrendered Baby Law) to this Contract, Safely Surrendered Baby Law of this Contract.

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

50.1 Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

50.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and must during the Term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code

Section 10810.5, and must implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

51.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 50.0 (Contractor's Warranty of Adherence to the County's Child Support Compliance Program) above, will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of Contractor to cure such default within 90 Days of written notice will be grounds upon which the County may terminate this Contract pursuant to Paragraph 20.0 (Termination for Default) above, and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

52.0 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

52.1 Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

52.2 Written Employee Jury Service Policy

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

52.2.2 For purposes of this Paragraph 52.2 (Written Employee Jury Service Policy), "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: i) the lesser number is a recognized industry standard as determined by the County, or ii) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 Days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to

perform Services for the County under this Contract, the Subcontractor is also be subject to the provisions of this Paragraph 52.2 (Written Employee Jury Service Policy). The provisions of this Paragraph 52.2 (Written Employee Jury Service Policy) must be inserted into any such Subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.

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

52.2.4 Contractor's violation of this Paragraph 52.2 (Written Employee Jury Service Policy) may constitute a material breach of this Contract. In the event of such material breach, the County may, in its sole discretion, terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

53.0 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

53.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the entire Term of this Contract will maintain compliance, with County Code Chapter 2.206.

54.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 53.0 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) above, will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of Contractor to cure such default within ten Days of notice

will be grounds upon which the County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

55.0 DISPUTE RESOLUTION PROCEDURE

- 55.1 Contractor and the County agree to act immediately to mutually resolve any disputes which may arise with respect to this Contract. All such disputes will be subject to the provisions of this Paragraph 55.0 (Dispute Resolution Procedure) and other provisions in this Contract (such provisions will be collectively referred to as the "Dispute Resolution Procedure"). Time is of the essence in the resolution of disputes.
- 55.2 Contractor and the County agree that the existence and details of a dispute notwithstanding, both parties will continue without delay their performance hereunder.
- 55.3 Neither party will delay or suspend its performance during the Dispute Resolution Procedure.
- 55.4 In the event of any dispute between the parties with respect to this Contract, Contractor and the County will submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.
- 55.5 If the Project Managers are unable to resolve the dispute within a reasonable time not to exceed ten Days from the date of submission of the dispute to them, then the matter will be immediately submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.
- 55.6 If the Project Directors are unable to resolve the dispute within a reasonable time not to exceed ten Days from the date of submission of the dispute to them, then the matter will be immediately submitted to Contractor's chief operating officer or designee, and the Department's Chief Information Officer. These persons will have ten Days to attempt to resolve the dispute.
- 55.7 If at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under this Contract and/or its rights and remedies as provided by law.
- 55.8 All disputes utilizing this Dispute Resolution Procedure must be documented in writing by each party and will state the specifics of each alleged dispute and all actions taken. The parties will act in good faith to resolve all disputes. At all three levels described in this Paragraph 55.0 (Dispute Resolution Procedure), the efforts to resolve a dispute will be undertaken by conference between the parties' respective representatives, either orally, face-to-face meeting, by telephone, or in writing by exchange of correspondence.
- 55.9 Notwithstanding the foregoing, in the event of the County's infringement of Contractor's intellectual property rights under this Contract or violation by either party of the confidentiality obligations hereunder, the violated party will have the right to seek injunctive relief against the other without waiting for the outcome of the Dispute Resolution Procedure.

55.10 Notwithstanding any other provision of this Contract, the County's right to seek injunctive relief to enforce the provisions of Paragraph 16.0 (Confidentiality) above, will not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of the County's rights and will not be deemed to impair any claims that the County may have against Contractor or the County's rights to assert such claims after any such injunctive relief has been obtained.

56.0 ASSIGNMENT BY COUNTY

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

57.0 NEW TECHNOLOGY

Contractor and the County acknowledge the probability that the technology of the software and hardware which comprise the System will change and improve during the Term of this Contract. The County desires the flexibility to incorporate into the System any new technologies as they may become available. Accordingly, Contractor's Project Manager must, promptly upon discovery and on a continuing basis, apprise County's Project Director of all new technologies, methodologies, and techniques which Contractor considers to be applicable to the System. Specifically, upon the County's request, Contractor must provide, in writing, a description of such new technologies, methodologies and techniques, indicating the advantages and disadvantages of incorporating same into the System, and provide an estimate of the impact such incorporation will have on the performance, scheduling and price of the System. The County, at its sole discretion, may request that this Contract be amended to incorporate the new technologies, methodologies, and techniques into the System.

58.0 UNLAWFUL SOLICITATION

Contractor must inform all its employees who provide Services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and must take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees.

59.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract will be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder will be exclusively in the County. For claims that are subject to exclusive federal subject matter jurisdiction, Contractor agrees and consents to the exclusive jurisdiction of the Federal District Court of the Central District of California.

60.0 AUTHORIZATION WARRANTY

Contractor represents and warrants that the person executing this Contract for

Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

61.0 VALIDITY

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

62.0 SEVERABILITY

If any provision herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same will be deemed severable from the remainder of this Contract, if practicable, and will in no way affect, impair or invalidate any other provision contained herein. If any such provision is deemed invalid in its scope or breadth, such provision will be deemed valid to the extent of the scope or breadth permitted by law. If any provision of this Contract is adjudged void or invalid for any reason whatsoever but would be valid if part of the wording thereof were deleted or changed, then such provision will apply with such modifications as may be necessary to make it valid and effective.

63.0 NOTICES

- 63.1 All notices or demands required or permitted to be given or made under this Contract, unless otherwise specified, will be in writing and will be addressed to the parties at the following addresses and delivered: (i) by hand with signed receipt, (ii) by first class registered or certified mail, postage prepaid, or (iii) by facsimile or electronic mail transmission followed within 24 hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid. Notices will be deemed given at the time of signed receipt in the case of hand delivery, three Days after deposit in the United States mail as set forth above, or on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing. Addresses may be changed by either party by giving ten Days prior written notice thereof to the other party.
- 63.2 To the County: Notices must be sent to the attention of County Project Manager and County Project Director at the respective addresses specified in Exhibit D (County's Administration) to this Contract.
- 63.3 To Contractor: Notices must be sent to the attention of Contractor's Project Manager at the address specified in Exhibit E (Contractor's Administration) to this Contract, with a copy to Contractor's Project Director.
- 63.4 Each party may change the names of the people designated to receive notices pursuant to this Paragraph 63.0 (Notices) by giving written notice of the change to the other party, subject to the County's right of approval in accordance with Paragraph 8.3 (Approval of Contractor's Staff) above.

64.0 ARM'S LENGTH NEGOTIATIONS

This Contract is the product of arm's length negotiations between Contractor and the County, with each party having had the opportunity to receive advice from and

representation by independent counsel of its own choosing. As such, the parties agree that this Contract is to be interpreted as fair between them and is not to be strictly construed against either as the drafter or otherwise.

65.0 RE-SOLICITATION OF BIDS AND PROPOSALS

65.1 Contractor acknowledges that, prior to the expiration or earlier termination of this Contract, the County, in its sole discretion, may exercise its right to invite bids or request proposals for the continued provision of the goods and Services delivered or contemplated under this Contract. The County will make the determination to re-solicit bids or request proposals in accordance with applicable County policies.

65.2 Contractor acknowledges that the County, in its sole discretion, may enter into an agreement for the future provision of goods and Services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

66.0 RECYCLED BOND PAPER

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

67.0 FORCE MAJEURE

67.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's Subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph as "force majeure events").

67.2 Notwithstanding the foregoing, a default by a Subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such Subcontractor, and without any fault or negligence of either of them. In such case, Contractor is not liable for failure to perform, unless the goods or Services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph 67.0 (Force Majeure), the term "Subcontractor" and "Subcontractors" mean Subcontractors at any tier.

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

68.0 NON-EXCLUSIVITY

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

69.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

69.1 Contractor must repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor, its employees or its agents. Such repairs will be made immediately after Contractor has become aware of such damage, but in no event later than 30 Days after the occurrence.

69.2 If Contractor fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs will be repaid by Contractor by cash payment upon demand or without limitation of all County's other rights and remedies provided by law or under this Contract, the County may deduct such costs from any amounts due Contractor from the County under this Contract.

70.0 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party will, within one Business Day, give notice thereof, including all relevant information with respect thereto, to the other party.

71.0 ACCESS TO COUNTY FACILITIES

Contractor, its employees, and agents, may be granted access to County facilities, subject to Contractor's prior notification to County Project Manager, for the purpose of executing Contractor's obligations hereunder. Access to County facilities may be restricted to normal business hours, 8:00 a.m. until 5:00 p.m., Pacific Time, Monday through Friday, County-observed holidays excepted. Access to County facilities outside of normal business hours must be approved in writing in advance by County Project Manager, which approval will not be unreasonably withheld. Contractor must have no tenancy, or any other property or other rights, in County facilities. While present at County facilities, Contractor's personnel will be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by County Project Manager.

72.0 COUNTY FACILITY OFFICE SPACE

For Contractor to perform Services hereunder and only for the performance of such Services, the County may elect, subject to the County's standard administrative and security requirements, to provide Contractor with office space and equipment, as determined at the discretion of the applicable County Project Manager at County facilities, on a non-exclusive use basis. The County will also provide Contractor with reasonable telephone service in such office space for use only for purposes of this Contract. The County disclaims all responsibility for the loss, theft or damage of any property or material left at such County office space by Contractor.

73.0 PHYSICAL ALTERATIONS

Contractor must not in any way physically alter or improve any County facility without the prior written approval of the County Project Director and the Director of County's Internal Services Department, in their discretion.

74.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE

Contractor must use reasonable efforts to ensure that no employee of Contractor or its Subcontractors performs Services under this Contract while under the influence of any alcoholic beverage, medication, narcotic, or other substance which might impair the employee's physical or mental performance.

75.0 TIME OFF FOR VOTING

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

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

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

76.2 If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County will require that Contractor or member of Contractor's staff be removed immediately from performing Services under the Contract. The County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

76.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 77.0 (Compliance with County's Zero Tolerance Policy on Human Trafficking) will not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Contract.

77.0 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES

Contractor, and its Subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952. Contractor's violation of this Paragraph 77.0 (Compliance with Fair Chance Employment Practices) of this Contract may constitute a material breach of this Contract. In the event of such material breach, the County may, in its sole discretion, terminate this Contract.

78.0 COMPLIANCE WITH THE COUNTY POLICY OF EQUITY

Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). Contractor further

acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation, and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. Contractor, its employees, and Subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of Contractor, its employees, or its Subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject Contractor to termination of this Contract and other contractual agreements, as well as civil liability.

79.0 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has assisted in developing or preparing any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision will survive the expiration or termination of this Contract.

80.0 INTENTIONALLY OMITTED

81.0 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any Fiscal Year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that Fiscal Year and any subsequent Fiscal Year during the entire Term of this Contract (including any extensions), and the Services to be provided by Contractor under this Contract may also be reduced correspondingly. The County's notice to Contractor regarding said reduction in payment obligation will be provided within 30 Days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor must continue to provide all the Services set forth in this Contract.

82.0 COMPLAINTS

82.1 Contractor must develop, maintain, and operate procedures for receiving, investigating, and responding to complaints.

82.2 Complaint Procedures

- a. Within 30 Business Days after the Contract effective date, Contractor must provide the County with Contractor's policy for receiving, investigating, and responding to complaints.
- b. The County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.

- c. If the County requests changes in Contractor's policy, Contractor must make such changes and resubmit the plan within five Business Days for County approval.
- d. If, at any time, Contractor wishes to change Contractor's policy, Contractor must again submit proposed changes to the County for approval.
- e. Contractor must preliminarily investigate all complaints and notify the County Project Manager of the status of the investigation within two Business Days of receiving the complaint.
- f. When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- g. Copies of all written responses must be sent to the County Project Manager within five Business Days of mailing to the complainant.

83.0 COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS

This Contract may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Contract. The facsimile, email or electronic signature of the Parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

The County and Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 9.0 (Amendments and Change Notices) above, and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

84.0 MOST FAVORED PUBLIC ENTITY

If Contractor's prices decline, or should Contractor, at any time during the Term of this Contract, provide similar software, Service Levels, software models, components, goods or Services under similar delivery conditions to the State of California or any county, municipality or district of the State or to any other state, county or municipality at prices below those set forth in this Contract, then such lower prices must be immediately extended to the County. The County will have the right, at the County's expense, to utilize a County auditor or an independent auditor to verify Contractor's compliance with this Paragraph 84.0 by review of Contractor's books and records.

85.0 NONDISCRIMINATION AND AFFIRMATIVE ACTION

85.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and must be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and state anti-discrimination laws and regulations.

- 85.2 Contractor certifies to the County each of the following:
- a. That Contractor has a written policy statement prohibiting discrimination in all phases of employment,
 - b. That Contractor periodically conducts a self-analysis or utilization analysis of its work force,
 - c. That Contractor has a system for determining if its employment practices are discriminatory against protected groups, and
 - d. Where problem areas are identified in employment practices, that Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 85.3 Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and state anti-discrimination laws and regulations. Such action must include, but is not limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 85.4 Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to, or because of, race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 85.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies must comply with all applicable federal and state laws and regulations to the end that no person must, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any Project, program, or activity supported by this Contract.
- 85.6 Contractor must allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 85.0 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 85.7 If the County finds that any provisions of this Paragraph 85.0 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. The County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated. In addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated federal or state anti-discrimination laws or regulations will constitute a finding by the County that Contractor has violated the anti-discrimination provisions of this Contract.

85.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of \$500 for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

85.9 The terms and procedures of this Paragraph 85.0 (Nondiscrimination of Affirmative Action) will also apply to Subcontractors, consultants and partners of Contractor performing Work under this Contract.

86.0 PUBLIC RECORDS ACT

86.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 31.0 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the RFP used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 7920 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

87.0 DISCLOSURE OF CONTRACT

87.1 Disclosure

Contractor must not disclose any terms or conditions of, or any circumstances or events that occur during the performance of, this Contract to any person or entity except as may be otherwise provided herein or required by law. In the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor must, to the extent allowed by law or such order, promptly notify County Project Director. Thereafter, Contractor must comply with such order, process, or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor must delay such compliance and cooperate with the County to obtain relief from such obligations to disclose until the County has been given a reasonable opportunity to obtain such relief.

However, in recognizing Contractor's need to identify its services and related clients to sustain itself, the County will not inhibit Contractor from publicizing its role under this Contract under the following conditions:

- Contractor must develop all publicity material in a professional manner.
- During the Term of this Contract, Contractor must not, and must not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name or seal of the County or any County department without the prior written consent of County Project Director for each such item.

87.2 Contractor may, without the prior written consent of the County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 87.0 (Disclosure of Contract) will apply.

87.3 Required Disclosure

Notwithstanding any other provision of this Contract, either party may disclose information about the other that: (i) is lawfully in the public domain at the time of disclosure, (ii) is disclosed with the prior written approval of the party to which such information pertains, or (iii) is required by law to be disclosed.

88.0 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

88.1 County Materials

Contractor agrees that the County, as applicable, will own all rights, title and interest, including all copyrights, patent rights, trade secret rights and other proprietary rights therein, in and to all information, data, plans, schedules, Departmental procedures and processes, algorithms, diagrams, reports, working papers, documents, training materials, records and any other information or Work Products originated or created solely for the County, as applicable, through Contractor's Work pursuant to this Contract and any County data whether provided by the County or otherwise accessible or generated by Contractor or the Solution, excluding the Work Product and Licensed Software provided by Contractor and related Documentation (collectively "County Materials"). Contractor, therefore, hereby assigns and transfers to County all of Contractor's right, title and interest in and to all such County Materials, provided that notwithstanding such County ownership, Contractor may retain possession of all working papers prepared by Contractor.

During and for a minimum of five years subsequent to the Term of this Contract, Contractor must retain all of Contractor's working papers prepared under this Contract, including to the extent necessary County Materials. The County will have the right to inspect all such working papers, make copies thereof and use the working papers and the information contained therein.

88.2 Transfer to County

The County will have the right to register all copyrights and patents in the name of County of Los Angeles. All material expense of effecting such assignment and

transfer of rights will be borne by the County. Further, the County will have the right to assign, license or otherwise transfer all County's right, title, and interest, including, but not limited to, copyrights and patents, in and to County Materials.

88.3 Proprietary and Confidential

All materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Contract, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County Project Director as proprietary or confidential, and be plainly and prominently marked by Contractor as "PROPRIETARY" or "CONFIDENTIAL", if applicable.

Notwithstanding any other provision of this Contract, the County will not be obligated in any way under this Contract for:

- a. Any disclosure of any materials which the County is required to make under the California Public Records Act or otherwise by any state or federal law or order of court, or
- b. Any Contractor's proprietary and/or confidential materials not plainly and prominently marked with restrictive legends.

88.4 The County will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute, or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.

88.5 Notwithstanding any other provision of this Contract, the County will not be obligated to Contractor in any way under Paragraph 88.4 above.

88.6 All the rights and obligations of this Paragraph 88.0 (Ownership of Materials, Software and Copyright) will survive the expiration or termination of this Contract.

89.0 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

89.1 Contractor must indemnify, hold harmless and defend the County from and against all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's Work under this Contract. The County will inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure and will support Contractor's defense and settlement thereof.

89.2 In the event any software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that County's continued use of the System is not materially impeded, must either:

- a. Procure for the County all rights to continued use of the questioned software product, or

- b. Replace the questioned software product with a non-questioned item, or
- c. Modify the questioned software so that it is free of claims.

89.3 Contractor will have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned product was not designed nor intended.

90.0 DATA DESTRUCTION

If Contractor has maintained, processed, or stored County data and/or information, implied or expressed, Contractor has the sole responsibility to certify that the data and information has been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization. Available at:

<https://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201>.

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

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

91.0 ELIGIBLE ENTITIES

The County and Contractor agree that Eligible Entities may purchase products or services defined herein under the same terms and conditions as the County, subject to any applicable local purchasing ordinances and laws of the State of California.

For purposes of this Contract, an Eligible Entity is any public law enforcement/public safety agency whose procurement rules, whether internal or enacted pursuant to statute, allow them to purchase goods or services through a procurement vehicle such as this RFP.

The terms and conditions of this Contract will be made available, upon request, to public law enforcement/public safety agencies, "Eligible Entities", upon request.

The County will not be construed as a dealer, re-marketer, representative, partner, or agent of any type, of Contractor. Eligible Entities will be solely responsible for

ordering services and products under this County Contract. Payments for services and products ordered by an Eligible Entity will be the exclusive obligation of such Eligible Entity.

The County will not be obligated, liable, or responsible for any order made by any Eligible Entity or any employee thereof, or for any payment required to be made with respect to such order, and that any disputes between Eligible Entities and Contractor are not the responsibility of the County. The exercise of any rights or remedies of the Eligible Entities or Proposer will be the exclusive obligation of such parties.

The County makes no representation or guaranty with respect to any minimum purchases by the County, or any Eligible Entity or any employee thereof, under this County contract or any Eligible Entity contract.

Notwithstanding any additional or contrary terms in the Eligible Entity's contract, the applicable provisions of this Contract (except for price, scope of work, product delivery, passage of title, risk of loss to equipment, and warranty conditions) will govern the purchase and sale of the services or products ordered by the Eligible Entities.

92.0 LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PREFERENCE PROGRAM (IF APPLICABLE)

- 92.1 This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 92.2 Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain, or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.
- 92.3 Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.
- 92.4 If Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, must:
 - a. Pay to the County any difference between this Contract amount and what the County's costs would have been if this Contract had been properly awarded,
 - b. In addition to the amount described in subdivision (a) above, Contractor will be assessed a penalty in an amount of not more than ten percent of the amount of this Contract, and
 - c. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties will also apply to any business that has previously obtained proper certification, however, because of a change in their status would no longer be eligible for certification and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

93.0 SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM (IF APPLICABLE)

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

The above penalties will also apply to any entity that has previously obtained proper certification, however, because of a change in their status would no longer be eligible for certification and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

94.0 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM (IF APPLICABLE)

- 94.1 This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- 94.2 Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.

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

Notwithstanding any other remedies in this Contract, the above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

95.0 COMPLIANCE WITH COUNTY'S WOMEN IN TECHNOLOGY HIRING INITIATIVE

At the direction of the Board of Supervisors, the County has established a "Women in Technology" (WIT) Hiring Initiative focused on recruiting, training, mentoring and preparing all genders, including women, at-risk youth, and underrepresented populations (program participants) for County Information Technology (IT) careers. In support of the subject initiative, IT contractors currently offering certification, training, and/or mentoring programs must make such program(s) available to WIT program participants, if feasible. Contractors must report such programs available to: WITProgram@isd.lacounty.gov.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board thereof, the day and year first above written.

CONTRACTOR: ZETRON, INC.

Name

By 

Name

Scott French, President & Executive GM

Title

COUNTY OF LOS ANGELES

By _____

Chair, Board of Supervisors

ATTEST:

EDWARD YEN, Executive Officer
of the Board of Supervisors of the
County of Los Angeles

By _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By Cammy C. DuPont Digitally signed by Cammy C. DuPont
Date: 2024.06.04 14:53:53 -07'00'

Cammy C. DuPont
Principal Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK

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SOW EXHIBITS

Attachment A.1 - Contract Discrepancy Report

1.0 OBJECTIVE

- 1.1 The Los Angeles County (County) Sheriff's Department (Department) seeks a Contractor to provide system maintenance and technical services for the Department's Acom Dispatch Console System (System), including all core equipment, alarm system and all affiliated equipment to insure reliable and accurate operations.
- 1.2 Contractor's Services must include but are not limited to: break-fix maintenance, technical support, and other Professional Services.

2.0 BACKGROUND

2.1 System Overview

The System is a critical component of the Department's voice communication system, which connects the Department's Computer Aided Dispatch (CAD) system with the voice radio system, as well as dispatchers in the Department's communications center.

2.2 Functional Overview

The System provides mission-critical radio communications for all aspects of the Department's radio operations. The System connects the in-vehicle radios, the handheld radios, the CAD system, as well as radios at the stations with the Department's communications center. There is some custom functionality that is incorporated into the Department's current CAD system; however, these functionalities will not be implemented in the new CAD system.

3.0 GENERAL REQUIREMENTS

Contractor must provide the following:

- a. Item 1: Maintenance for all equipment items categorized in Attachment B.1 (Price Sheet) to Exhibit B (Equipment List and Locations).
- b. Item 2: Maintenance for all software and firmware items categorized in Attachment B.1 (Price Sheet) to Exhibit B (Equipment List and Locations).
- c. Item 3: Preventive maintenance and quarterly firmware and software updates for Items 1 and 2 above.

4.0 SPECIFIC REQUIREMENTS

- 4.1 Contractor must provide Maintenance and Support Services (Services) to the System, including all core equipment, alarm system and all affiliated equipment to insure reliable and accurate operations. Refer to Exhibit B (Equipment List and Locations) to the Contract, for a detailed inventory of all Zetron equipment, along with corresponding sites and equipment lists.
- 4.2 Contractor must provide support during normal business hours (Monday-Friday, 6 A.M.-5 P.M. PST) with a two-hour response time and provide 24/7 remote emergency support service for problems as it relates to all items in 1, 2, and 3. All service calls made to Contractor and answered by a voicemail must be returned within two hours.

- 4.3 Response Time, as used in this Statement of Work, is defined as the total elapsed time from the time the County notifies Contractor that a failure has occurred, until such time as the appropriate maintenance person arrives at the site or contacts the County and begins diagnosing the problem. For hardware replacements, Response Time will be defined as the time elapsed from the time the County notifies Contractor until the time of shipment from Contractor. This time does not include shipping or customs delays.
- 4.4 If the system failure prevents “live dispatch” from being operational, Contractor will be allowed 24 hours to find a Workaround acceptable to the County.
- 4.5 Contractor must provide factory repairs for Items 1-3 listed in Paragraph 3.0 (General Requirements) above, throughout the entire Term of the Contract. Contractor is responsible for picking up the equipment that needs repair or service. For equipment that needs to be shipped out to Contractor for repairs, Contractor must provide a Return Merchandise Authorization (RMA) to the County’s Internal Services Department (ISD). ISD will provide a staging area within their radio shop for Contractor to pick up the equipment. If the equipment is damaged due to neglect, and/or reasonable determination can be shown that it was the County’s fault, Contractor must notify County Project Manager with a fault report proving the neglect with an estimate to repair or replace the equipment. The County must approve any additional cost repairs prior to Contractor providing Work.

For returns that are shipped to Contractor, Contractor must match the incoming shipment method when returning products to the County. If the County elects to expedite the outgoing shipment beyond Contractor’s provided match, the County, in its sole expense, will bear responsibility for full shipment charges. Shipping is always FOB Origin unless otherwise agreed to by the parties. The County, in its sole expense, will pay all shipping and insurance charges when returning equipment to Contractor.

- 4.6 Contractor must respond to System trouble calls from the County’s technical staff. It is understood that ISD will respond first to any trouble calls to triage and identify the issue reported by the County. ISD will subsequently contact Contractor for remote technical support. If ISD’s technical staff require on-site assistance, Contractor in conjunction with the County will schedule a date and time to meet at the remote location to resolve the issue.
- 4.7 The County will provide a secure remote connection to the System for Contractor. Contractor must use that secure connection to maintain its own remote access to the System for remote monitoring, alarm reporting and troubleshooting. Contractor must ensure that their remote connection is accessible to their staff that are on standby via the 24/7 contact number for trouble calls.
- 4.8 Contractor must respond to all alarms once notified, based on the Severity Levels listed in Paragraph 4.2.1 (Problem Correction Priorities) of Exhibit C (Service Level Agreement). Problems that prevent the actual execution or capabilities for the County to perform dispatch operations are the highest priority and Contractor must make every effort to respond.

- 4.9 Contractor must notify the County's NetWork Operation Center (NOC) prior to beginning Work on the System or performing any Updates. All Work or maintenance on the System must be approved by the County. Contractor must provide the NOC with a Method of Procedure (MOP) that gives a detailed description of the following:
- Work that needs to be performed, where it needs to be performed, and who will perform the Work,
 - How the Work affects live operations, and
 - How to restore the system should anything fail during the maintenance period.
- 4.10 Contractor must perform semi-annual system Preventive Maintenance (PM) on the System. Both the County and Contractor will work together to ensure all equipment is up to date with firmware and hardware as needed. The PM must be scheduled with the County to be performed in the spring and fall months. The PM must include updating the equipment's documentation (e.g., maintenance records) with the latest performance results and/or any equipment changes or modifications. Contractor may work with ISD's technical staff to assist in PMs.
- 4.11 The County and Contractor are responsible for notifying each other, in writing, of the addition or deletion of any equipment. When changes occur, the County and/or Contractor must provide each other a detailed report of the equipment status, including, but not limited to:
- Model number,
 - Serial number, and
 - Installation/deinstallation information.
- Failure to notify the parties of changes may result in equipment not being covered under the Contract. If Contractor fails to provide the report, the County will record the time it takes to correct the documentation at a rate of \$140 per hour and deduct it from the yearly maintenance fees. Any omissions or inaccuracies resulting from the addition/deletion of such equipment without written notification to the parties are the responsibility of the party (Contractor or the County) conducting the Work.
- 4.12 Any request by the County for Optional Work will require an executed Change Notice prior to implementation of any Work [refer to Paragraph 8.0 (Optional Work) below]. If the Optional Work request is a part of a discovered issue and/or minor in nature, then the Work performed by Contractor will be completed at Contractor's sole expense.

5.0 SCOPE OF SERVICES

5.1 Routine Maintenance

- 5.1.1 Contractor must provide routine Services Monday through Friday, between the hours of 8:00 A.M. and 5:00 P.M.
- 5.1.2 Contractor is not required to provide routine Services on County-recognized holidays. County Project Manager will provide a list of County-recognized holidays upon request.

5.1.3 Contractor must provide remote technical support 24/7 via a service number (877-284-4616).

5.2 Urgent Repairs

If the issue is severe enough to affect dispatch operation, Contractor must respond to the call based on the Severity Levels listed in Paragraph 4.2 (Resolution of Deficiencies) of Exhibit C (Service Level Agreement).

6.0 RESPONSIBILITIES

6.1 County

The County's specific duties will include:

6.1.1 Designating a County Project Manager who will serve as the primary point of contact for Contractor.

6.1.2 Monitoring Contractor's performance in the daily operation of the Contract.

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

6.1.4 Coordinating appropriate schedules in connection with Contractor's services hereunder, and will provide other coordination activities which are necessary for Contractor to perform their services.

6.1.5 Providing two ISD technicians that are competent to perform routine operations and administrative function for the system, assist in troubleshooting, possible minor repair actions, ensure CAD connectivity and endpoints are functional.

6.1.6 Performing:

- Live alarm monitoring,
- Appropriate backups, and
- Assists Contractor in PM Work.

6.1.7 Performing appropriate tests following each repair or maintenance action performed by the Contractor.

6.2 Furnished Items

The County will:

6.2.1 Provide adequate Uninterruptable Power System (UPS) power for the core equipment, including:

- the gateway computer,
- modems,
- monitor, and
- Network equipment.

- 6.2.2 Provide a facility service area that is ready in the event Contractor needs to Work on the equipment.
- 6.2.3 Provide adequate climate control 24/7 for all core equipment.
- 6.2.4 Ensure all equipment sent to Contractor for repairs or inspection is properly packed with a trouble log clearly noting what the concern or issue is.
- 6.2.5 Ensure all County Network connections that are an integral part of the System are functional.
- 6.2.6 Ensure all devices are working properly.
- 6.2.7 Establish a Virtual Private NetWork (VPN) access to the core equipment for Contractor to remotely access the System.
- 6.2.8 Ensure site access to all County facilities to service the equipment.

6.3 Contractor

6.3.1 Contractor Project Manager

- 6.3.1.1 Contractor must provide a full-time Project Manager with at least five years of experience managing projects of identical or similar nature, to act as the central point of contact for the County.
- 6.3.1.2 Contractor Project Manager must have full authority to act for Contractor on all matters relating to the daily operations of the Contract.
- 6.3.1.3 Contractor Project Manager must be able to effectively communicate in English, both orally and in writing.
- 6.3.1.4 Contractor must provide a telephone number where Project Manager may be reached on a 24/7 basis.
- 6.3.1.5 Contractor Project Manager must return all calls within two hours.

6.3.2 Contractor Personnel

- 6.3.2.1 Contractor must provide enough personnel to perform the required Work.
- 6.3.2.2 At least one employee on-site must be authorized to act for Contractor in every detail and must speak and understand English.
- 6.3.2.3 Contractor's personnel will be required to pass the Department background check in accordance with Paragraph 8.5 (Background and Security Investigations) of the Contract.

6.3.3 Uniforms/Identification Badges

- 6.3.3.1 Contractor personnel assigned to County facilities must wear an appropriate uniform. All uniforms, as required and approved by the County Project Director, must be provided by and at Contractor's expense.

- 6.3.3.2 Contractor personnel uniform must consist of a shirt with the company name on it. Uniform pants are optional.
- 6.3.3.3 Contractor must ensure all Contractor employees obtain and prominently display Department-provided identification badges while at any County-designated location that will be on-site pursuant to Paragraph 8.4 (Contractor's Staff Identification), of the Contract.

6.3.4 Materials and Equipment

The purchase of all materials/equipment to provide the needed Services is the responsibility of Contractor. Contractor must use materials and equipment that are safe for the environment and safe for use by the employee. The materials to be provided by Contractor will be only those parts and supplies incidental to the required repair Work.

6.3.5 Training for Contractor Personnel

- 6.3.5.1 Contractor must provide training programs for all its new employees and continuing in-service training for all its employees that will provide Work under the Contract.
- 6.3.5.2 All Contractor personnel must be competently trained in their assigned tasks and in the safe handling of equipment. All equipment must be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

6.7.3 Technical Training

Technical training classes will be provided by Contractor at the County's request. The parties will agree as to whether the training classes will be conducted at on-site or at Contractor's location.

Technical classes must include both operation and technical content, but primarily focus on technical function, installation, configuration/programming, and maintenance of the System and console equipment.

6.7.4 Operation Training

Operation training classes will be provided by Contractor at the County's request. Contractor must provide these training classes on-site.

6.7.5 Operation Train-the-Trainer

Operation train-the-trainer classes will be provided by Contractor at the County's request. Contractor must provide these training classes onsite.

6.3.6 Contractor's Office

Contractor must maintain an office with a telephone in the company's name where Contractor conducts business. The office must be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, with at least one employee who can respond to inquiries and complaints which may be received regarding Contractor's performance of the Contract. When the office is closed, an answering service must be provided to receive calls. Contractor

must answer calls received by the answering service within two hours of receipt of the call.

6.3.7 Travel

Any and all travel-related costs are the responsibility of Contractor. The County will not be responsible for paying or reimbursing Contractor for any travel-related costs for its employees or agents.

6.3.8 License(s)

Throughout the entire Term of the Contract, Contractor must possess and maintain current the following:

- i. one of the following: a valid county business license, permit or Tax Registration from the city or county in which the Contractor's business operates.
- ii. a Commercial General Radiotelephone Operator Federal Communications Commission (FCC) license.

7.0 WORK SCHEDULES

- 7.1 Contractor must submit for review and approval a Work schedule for each County facility to County Project Manager within ten Business Days prior to starting Work. Work schedules must be set on an annual calendar basis identifying all the required on-going maintenance tasks and task frequencies. At a minimum, the schedules must list the time frames by day of the week, morning, afternoon, and the tasks to be performed.
- 7.2 The Contractor must submit revised schedules when actual performance differs substantially from planned performance. The said revisions must be submitted to the County Project Manager for review and approval within five Business Days prior to scheduled time for Work.

8.0 OPTIONAL WORK

- 8.1 County Project Manager may authorize Contractor to perform Optional Work for an agreed-upon firm fixed price per Service, including, but not limited to, repairs and replacements when the need for such Work arises out of extraordinary incidents such as vandalism, acts of God, and third-party negligence; or to add to, modify or refurbish existing facilities.
- 8.2 Prior to performing any Optional Work, Contractor must provide to the County a written description of the Work to be performed and a quote for a Maximum Fixed Price in accordance with Paragraph 3.3.3 (Optional Work) of the Contract.
- 8.3 If the Optional Work exceeds Contractor's Maximum Fixed Price quote, Contractor must receive County Project Director's written approval.
- 8.4 Contractor must commence all Optional Work following receipt of a fully executed Change Notice, and on the date agreed to by the parties. Contractor must proceed diligently to complete said Work within the time allotted.

8.5 The County reserves the right to perform Optional Work itself or assign the Work to another contractor.

9.0 PARTS AND PRICING

9.1 Contractor agrees to provide the County with a price discount of 15% based on the Contractor's then-current Manufacturer's Suggested Retail Price (MSRP) for individual parts or product packages [refer to Attachment B.1 (Price Sheet) to Exhibit B (Equipment List and Locations)].

9.2 In the event the County opts to purchase product packages rather than individual parts, it is agreed that the prices for such packages will only be subject to modification once per calendar year. Any adjustments to package prices must be communicated to the County, in writing, at least 30 Business Days prior to the proposed effective date.

9.3 The County's request to purchase parts alone (without Contractor's services) is not allowable through the Contract.

10.0 QUALITY CONTROL

Contractor must establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The plan must be made available upon the County's request. The plan must include, but may not be limited to, the following:

10.1 Method of monitoring to ensure that Contract requirements are being met.

10.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, must be provided to the County upon request.

11.0 QUALITY ASSURANCE PLAN

The County will evaluate Contractor's performance under the Contract using the quality assurance procedures as defined in Paragraph 32.0 (County's Quality Assurance Plan) of the Contract.

11.1 In addition to County contracting staff, other County personnel may observe performance, activities, and review documents relevant to the Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with Contractor's performance. The County will be solely responsible in ensuring either (i) these personnel will not have access to confidential information, or (ii) if they will have such access, it is only because such personnel have a need to know for purposes of fulfilling the Contract.

11.2 At various times throughout the Contract Term, but not exceeding two times per year, Contractor must attend meetings called by the County. The purpose of these meetings will be to discuss and resolve problems, and/or readjust assignments and working schedules to meet new needs. Contractor will be given written notice 14 Days prior to the meeting as to the date, time, and location. Contractor is required to attend scheduled meetings.

11.3 Contract Discrepancy Report (CDR)

11.3.1 Verbal notification of a Contract discrepancy will be made to Contractor Project Director as soon as possible whenever a Contract discrepancy is identified. The problem must be resolved within a reasonable time period mutually agreed upon by the County and Contractor.

11.3.2 If County Project Manager determines a formal CDR (refer to Attachment A.1 to this SOW) must be issued, upon receipt of a CDR, Contractor is required to respond in writing to County Project Manager within five Business Days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the CDR must be submitted to County Project Manager within ten Business Days of receipt of a CDR.

CONTRACT DISCREPANCY REPORT

TO: _____

FROM: _____

DATES: Prepared: _____

 Returned by Contractor: _____

 Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of Contractor Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

Exhibit B Equipment List and Locations

MFG.	MODEL	DESCRIPTION	PART #	SERIAL #	LOCATION	POSITION	ASSET TAG #
ZETRON	905-0498	RADIO GATEWAY ARG	905-0498	247813	ALD	COMM ROOM	SF000007
ZETRON	905-0428	MEDIA DOCK XS	905-0428	242691	ALD	DISPATCHER	SF000017
ZETRON	802-1582	DUAL FOOTSWITCH	802-1582	320023047	ALD	DISPATCHER	SF000015
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0103	035865	ALD	DISPATCHER	SF000012
DELL	XE5	SMALL FORM STANDARD PC	802-5160	279CXG2	ALD	DISPATCHER	SF000016
ZETRON	901-9664	ACOM DESK MIC	901-9664	241346	ALD	DISPATCHER	SF000013
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241083	ALD	DISPATCHER	SF000008
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241208	ALD	DISPATCHER	SF000009
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241333	ALD	DISPATCHER	SF000010
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241305	ALD	DISPATCHER	SF000011
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239793	ALD	DISPATCHER	SF000014
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239824	ALD	DISPATCHER	SF000044
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860246	ALD	DISPATCHER	SF000005
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860206	ALD	DISPATCHER	SF000006
ZETRON	905-0498	RADIO GATEWAY ARG	905-0498	247802	AVA	COMM ROOM	SF000842
ZETRON	905-0428	MEDIA DOCK XS	905-0428	242791	AVA	DISPATCHER	SF000857
ZETRON	802-1582	DUAL FOOTSWITCH	802-1582	318817004	AVA	DISPATCHER	SF000860
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0103	0357632496AS	AVA	DISPATCHER	SF000854
DELL	XE5	SMALL FORM STANDARD PC	802-5160	272QXG2	AVA	DISPATCHER	SF000859
ZETRON	901-9664	ACOM DESK MIC	901-9664	241384	AVA	DISPATCHER	SF000849
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241008	AVA	DISPATCHER	SF000850
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241121	AVA	DISPATCHER	SF000851
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	240946	AVA	DISPATCHER	SF000852
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241003	AVA	DISPATCHER	SF000853
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242148	AVA	DISPATCHER	SF000855
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242115	AVA	DISPATCHER	SF000856
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860197	AVA	DISPATCHER	SF000860
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060320	AVA	DISPATCHER	SF000861
ZETRON	905-0428	MEDIA DOCK XS	905-0428	242692	AVA	W/D	SF000840
ZETRON	802-1582	DUAL FOOTSWITCH	802-1582	320023031	AVA	W/D	SF000847
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0103	0358313496AS	AVA	W/D	SF000848
DELL	XE5	SMALL FORM STANDARD PC	802-5160	43BCXG2	AVA	W/D	SF000835
ZETRON	901-9664	ACOM DESK MIC	901-9664	241372	AVA	W/D	SF000846
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241214	AVA	W/D	SF000841
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241258	AVA	W/D	SF000843
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241223	AVA	W/D	SF000844
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241071	AVA	W/D	SF000845
ZETRON	950-1077	HEADSET JACKBOX	950-1077	236917	AVA	W/D	SF000838

Exhibit B Equipment List and Locations

MFG.	MODEL	DESCRIPTION	PART #	SERIAL #	LOCATION	POSITION	ASSET TAG #
ZETRON	950-1077	HEADSET JACKBOX	950-1077	236852	AVA	W/D	SF000839
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060318	AVA	W/D	SF000836
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060321	AVA	W/D	SF000837
ZETRON	905-0152	RADIO GATEWAY ARG	905-0152	247823	CAS	COMM ROOM	SF0001224
ZETRON	905-0217	MEDIA DOCK XS	905-0217	242709	CAS	DISPATCHER	SF0001234
ZETRON	802-1592	DUAL FOOTSWITCH	802-1592	318817014	CAS	DISPATCHER	SF0001233
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0113	035855	CAS	DISPATCHER	SF0001230
DELL	XE15	SMALL FORM STANDARD PC	802-5170	279DXG2	CAS	DISPATCHER	SF0001235
ZETRON	901-9674	ACOM DESK MIC	901-9674	241379	CAS	DISPATCHER	
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242244	CAS	DISPATCHER	SF0001227
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242305	CAS	DISPATCHER	SF0001228
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242307	CAS	DISPATCHER	SF0001225
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242314	CAS	DISPATCHER	SF0001226
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239820	CAS	DISPATCHER	SF0001232
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239891	CAS	DISPATCHER	SF0001231
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162260353	CAS	DISPATCHER	SF0001248
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162260351	CAS	DISPATCHER	SF0001247
ZETRON	905-0438	MEDIA DOCK XS	905-0438	242701	CAS	W/D	SF0001229
ZETRON	802-1592	DUAL FOOTSWITCH	802-1592	320023058	CAS	W/D	SF0001245
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0113	035867	CAS	W/D	SF0001242
DELL	XE15	SMALL FORM STANDARD PC	802-5170	274RXG2	CAS	W/D	SF0001246
ZETRON	901-9674	ACOM DESK MIC	901-9674	241388	CAS	W/D	
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242308	CAS	W/D	SF0001238
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242309	CAS	W/D	SF0001239
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242304	CAS	W/D	SF0001241
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	2423000	CAS	W/D	SF0001240
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239798	CAS	W/D	SF0001243
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239813	CAS	W/D	SF0001244
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162260347	CAS	W/D	SF0001236
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ102260349	CAS	W/D	SF0001237
ZETRON	905-7016	RADIO GATEWAY ARG	905-7016	247819	CEN	COMM ROOM	SF000365
ZETRON	905-7302	MEDIA DOCK XS	905-7302	242714	CEN	DISPATCHER	SF000353
ZETRON	802-1604	DUAL FOOTSWITCH	802-1604	320023024	CEN	DISPATCHER	SF000356
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0125	0357522496AS	CEN	DISPATCHER	SF000362
DELL	XE27	SMALL FORM STANDARD PC	802-5182	439PXG2	CEN	DISPATCHER	SF000352
ZETRON	901-9686	ACOM DESK MIC	901-9686	241997	CEN	DISPATCHER	SF000361
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242368	CEN	DISPATCHER	SF000359
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242376	CEN	DISPATCHER	SF000357

Exhibit B Equipment List and Locations

MFG.	MODEL	DESCRIPTION	PART #	SERIAL #	LOCATION	POSITION	ASSET TAG #
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242389	CEN	DISPATCHER	SF000360
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242366	CEN	DISPATCHER	SF000358
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239880	CEN	DISPATCHER	SF000354
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239827	CEN	DISPATCHER	SF000355
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060361	CEN	DISPATCHER	SF000363
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060365	CEN	DISPATCHER	SF000364
ZETRON	905-0450	MEDIA DOCK XS	905-0450	2422660	CEN	W/D	SF000351
ZETRON	802-1604	DUAL FOOTSWITCH	802-1604	320023040	CEN	W/D	SF000349
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0125	0358662496AS	CEN	W/D	SF000206
DELL	XE27	SMALL FORM STANDARD PC	802-5182	27HCXG2	CEN	W/D	SF000350
ZETRON	901-9686	ACOM DESK MIC	901-9686	242050	CEN	W/D	SF000207
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241091	CEN	W/D	SF000208
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241285	CEN	W/D	SF000344
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241094	CEN	W/D	SF000236
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241097	CEN	W/D	SF000345
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239722	CEN	W/D	SF000347
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239764	CEN	W/D	SF000348
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060339	CEN	W/D	SF000204
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060364	CEN	W/D	SF000205
ZETRON	905-1296	RADIO GATEWAY ARG	905-1296	247801	CER	COMM ROOM	SF000045
ZETRON	905-1582	MEDIA DOCK XS	905-1582	242712	CER	DISPATCHER	SF000058
ZETRON	802-1594	DUAL FOOTSWITCH	802-1594	318817011	CER	DISPATCHER	SF000056
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0115	0358412496AS	CER	DISPATCHER	SF000050
DELL	XE17	SMALL FORM STANDARD PC	802-5172	27BDXG2	CER	DISPATCHER	SF000057
ZETRON	901-9676	ACOM DESK MIC	901-9676	241399	CER	DISPATCHER	SF000051
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242292	CER	DISPATCHER	SF000049
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242330	CER	DISPATCHER	SF000046
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242329	CER	DISPATCHER	SF000047
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242252	CER	DISPATCHER	SF000048
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239799	CER	DISPATCHER	SF000054
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239822	CER	DISPATCHER	SF000055
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060335	CER	DISPATCHER	SF000052
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060236	CER	DISPATCHER	SF000053
ZETRON	905-0440	MEDIA DOCK XS	905-0440	242667	CER	W/D	SF000064
ZETRON	802-1594	DUAL FOOTSWITCH	802-1594	201701	CER	W/D	SF000071
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0115	038252496AS	CER	W/D	SF000061
DELL	XE17	SMALL FORM STANDARD PC	802-5172	27BRXG2	CER	W/D	SF000063
ZETRON	901-9676	ACOM DESK MIC	901-9676	241344	CER	W/D	SF000062

Exhibit B Equipment List and Locations

MFG.	MODEL	DESCRIPTION	PART #	SERIAL #	LOCATION	POSITION	ASSET TAG #
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242379	CER	W/D	SF000068
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242375	CER	W/D	SF000067
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242313	CER	W/D	SF000066
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242311	CER	W/D	SF000065
ZETRON	950-1077	HEADSET JACKBOX	950-1077	236902	CER	W/D	SF000070
ZETRON	950-1077	HEADSET JACKBOX	950-1077	236869	CER	W/D	SF000069
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060240	CER	W/D	SF000059
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ102060237	CER	W/D	SF000060
ZETRON	905-6444	RADIO GATEWAY ARG	905-6444	247799	CPT	COMM ROOM	SF000098
ZETRON	905-6730	MEDIA DOCK XS	905-6730	242688	CPT	DISPATCHER	SF000115
ZETRON	802-1603	DUAL FOOTSWITCH	802-1603	320023037	CPT	DISPATCHER	SF000113
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0124	0358792496AS	CPT	DISPATCHER	SF000106
DELL	XE26	SMALL FORM STANDARD PC	802-5181	43CDXG2	CPT	DISPATCHER	SF000114
ZETRON	901-9685	ACOM DESK MIC	901-9685	241391	CPT	DISPATCHER	SF000105
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241264	CPT	DISPATCHER	SF000107
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241298	CPT	DISPATCHER	SF000108
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241068	CPT	DISPATCHER	SF000109
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241222	CPT	DISPATCHER	SF000110
ZETRON	950-1077	HEADSET JACKBOX	950-1077	236835	CPT	DISPATCHER	SF000112
ZETRON	950-1077	HEADSET JACKBOX	950-1077	236865	CPT	DISPATCHER	SF000111
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860103	CPT	DISPATCHER	SF000104
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860102	CPT	DISPATCHER	SF000103
ZETRON	905-0449	MEDIA DOCK XS	905-0449	242716	CPT	W/D	SF000117
ZETRON	802-1603	DUAL FOOTSWITCH	802-1603	320023032	CPT	W/D	SF000118
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0124	0358752496AS	CPT	W/D	SF000099
DELL	XE26	SMALL FORM STANDARD PC	802-5181	435QXG2	CPT	W/D	SF000116
ZETRON	901-9685	ACOM DESK MIC	901-9685	241389	CPT	W/D	SF000100
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241074	CPT	W/D	SF000124
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241075	CPT	W/D	SF000123
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241301	CPT	W/D	SF000122
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241073	CPT	W/D	SF000121
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239760	CPT	W/D	SF000120
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239718	CPT	W/D	SF000119
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860107	CPT	W/D	SF000102
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860094	CPT	W/D	SF000101
ZETRON	905-0152	RADIO GATEWAY ARG	905-0152	255870	CVS	COMM ROOM	
ZETRON	905-0438	MEDIA DOCK XS	905-0438	242707	CVS	DISPATCHER	SF000717
ZETRON	802-1592	DUAL FOOTSWITCH	802-1592	320023049	CVS	DISPATCHER	SF000716

Exhibit B Equipment List and Locations

MFG.	MODEL	DESCRIPTION	PART #	SERIAL #	LOCATION	POSITION	ASSET TAG #
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0113	035863	CVS	DISPATCHER	SF000724
DELL	XE15	SMALL FORM STANDARD PC	802-5170	27GCXG2	CVS	DISPATCHER	SF000718
ZETRON	901-9674	ACOM DESK MIC	901-9674	242031	CVS	DISPATCHER	SF000719
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242326	CVS	DISPATCHER	SF000721
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242343	CVS	DISPATCHER	SF000720
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242250	CVS	DISPATCHER	SF000722
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242248	CVS	DISPATCHER	SF000723
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239825	CVS	DISPATCHER	SF000728
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239810	CVS	DISPATCHER	SF000727
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860358	CVS	DISPATCHER	SF000726
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162260248	CVS	DISPATCHER	SF000725
ZETRON	905-0438	MEDIA DOCK XS	905-0438	242673	CVS	W/D	SF000714
ZETRON	802-1592	DUAL FOOTSWITCH	802-1592	320023043	CVS	W/D	SF000713
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0113	035754	CVS	W/D	SF000703
DELL	XE15	SMALL FORM STANDARD PC	802-5170	27CCXG2	CVS	W/D	SF000715
ZETRON	901-9674	ACOM DESK MIC	901-9674	241351	CVS	W/D	SF000710
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241207	CVS	W/D	SF000708
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241311	CVS	W/D	SF000709
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241212	CVS	W/D	SF000705
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241316	CVS	W/D	SF000704
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239773	CVS	W/D	SF000712
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239696	CVS	W/D	SF000711
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162260345	CVS	W/D	SF000707
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162260346	CVS	W/D	SF000706
ZETRON	905-5872	RADIO GATEWAY ARG	905-5872	247808	ELA	COMM ROOM	SF000176
ZETRON	905-6158	MEDIA DOCK XS	905-6158	240723	ELA	DISPATCHER	SF000168
ZETRON	802-1602	DUAL FOOTSWITCH	802-1602	320023030	ELA	DISPATCHER	SF000166
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0123	0358183496AS	ELA	DISPATCHER	SF000598
DELL	XE25	SMALL FORM STANDARD PC	802-5180	27KQXG2	ELA	DISPATCHER	SF000167
ZETRON	901-9684	ACOM DESK MIC	901-9684	241985	ELA	DISPATCHER	SF000169
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242249	ELA	DISPATCHER	SF000170
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242378	ELA	DISPATCHER	SF000171
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242372	ELA	DISPATCHER	SF000173
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242255	ELA	DISPATCHER	SF000172
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239739	ELA	DISPATCHER	SF000165
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239806	ELA	DISPATCHER	SF000164
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060247	ELA	DISPATCHER	SF000174
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060246	ELA	DISPATCHER	SF000175

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MFG.	MODEL	DESCRIPTION	PART #	SERIAL #	LOCATION	POSITION	ASSET TAG #
ZETRON	905-0448	MEDIA DOCK XS	905-0448	242662	ELA	W/D	SF000160
ZETRON	802-1602	DUAL FOOTSWITCH	802-1602	320023020	ELA	W/D	SF000161
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0123	0358563496AS	ELA	W/D	SF000597
DELL	XE25	SMALL FORM STANDARD PC	802-5180	273GXG2	ELA	W/D	SF000159
ZETRON	901-9684	ACOM DESK MIC	901-9684	241992	ELA	W/D	SF000156
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241096	ELA	W/D	SF000155
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241102	ELA	W/D	SF000154
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241086	ELA	W/D	SF000152
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241304	ELA	W/D	SF000153
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239849	ELA	W/D	SF000157
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239701	ELA	W/D	SF000158
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060244	ELA	W/D	SF000163
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060243	ELA	W/D	SF000162
ZETRON	905-2440	RADIO GATEWAY ARG	905-2440	247609	IDT	COMM ROOM	SF000255
ZETRON	905-2726	MEDIA DOCK XS	905-2726	242659	IDT	DISPATCHER	SF000247
ZETRON	802-1596	DUAL FOOTSWITCH	802-1596	320023011	IDT	DISPATCHER	SF000232
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0117	0358173496AS	IDT	DISPATCHER	SF000246
DELL	XE19	SMALL FORM STANDARD PC	802-5174	275QXG2	IDT	DISPATCHER	SF000234
ZETRON	901-9678	ACOM DESK MIC	901-9678	241986	IDT	DISPATCHER	SF000245
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242279	IDT	DISPATCHER	SF000243
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242346	IDT	DISPATCHER	SF000242
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242227	IDT	DISPATCHER	SF000241
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242264	IDT	DISPATCHER	SF000240
ZETRON	950-1077	HEADSET JACKBOX	950-1077	236858	IDT	DISPATCHER	SF000244
ZETRON	950-1077	HEADSET JACKBOX	950-1077	236833	IDT	DISPATCHER	SF000260
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060245	IDT	DISPATCHER	SF000239
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060250	IDT	DISPATCHER	SF000260
ZETRON	905-0442	MEDIA DOCK XS	905-0442	242661	IDT	W/D	SF000235
ZETRON	802-1596	DUAL FOOTSWITCH	802-1596	320023026	IDT	W/D	SF000259
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0117	0358142496AS	IDT	W/D	SF000256
DELL	XE19	SMALL FORM STANDARD PC	802-5174	27CQXG2	IDT	W/D	SF000236
ZETRON	901-9678	ACOM DESK MIC	901-9678	241994	IDT	W/D	SF000264
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	240996	IDT	W/D	SF000253
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	240969	IDT	W/D	SF000252
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	240976	IDT	W/D	SF000250
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241019	IDT	W/D	SF000251
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239853	IDT	W/D	SF000237
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239828	IDT	W/D	SF000238

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MFG.	MODEL	DESCRIPTION	PART #	SERIAL #	LOCATION	POSITION	ASSET TAG #
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060252	IDT	W/D	SF000257
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060251	IDT	W/D	SF000258
ZETRON	905-0498	RADIO GATEWAY ARG	905-0498	247807	LAN	COMM ROOM	SF000300
ZETRON	905-0430	MEDIA DOCK XS	905-0430	242694	LAN	DISPATCHER	SF000308
ZETRON	802-1584	DUAL FOOTSWITCH	802-1584	320023012	LAN	DISPATCHER	SF000305
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0105	035836	LAN	DISPATCHER	SF000301
DELL	XE7	SMALL FORM STANDARD PC	802-5162	276FXG2	LAN	DISPATCHER	SF000310
ZETRON	901-9666	ACOM DESK MIC	901-9666	241999	LAN	DISPATCHER	SF000309
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241202	LAN	DISPATCHER	SF000304
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241289	LAN	DISPATCHER	SF000303
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241237	LAN	DISPATCHER	SF000287
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241292	LAN	DISPATCHER	SF000302
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239700	LAN	DISPATCHER	SF000306
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239759	LAN	DISPATCHER	SF000307
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860364	LAN	DISPATCHER	SF000312
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860357	LAN	DISPATCHER	SF000311
ZETRON	905-0429	MEDIA DOCK XS	905-0429	242708	LAN	W/D	SF000298
ZETRON	802-1583	DUAL FOOTSWITCH	802-1583	320023051	LAN	W/D	SF000274
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0104	035787	LAN	W/D	SF000290
DELL	XE6	SMALL FORM STANDARD PC	802-5161	27CRXG2	LAN	W/D	SF000299
ZETRON	901-9665	ACOM DESK MIC	901-9665	241995	LAN	W/D	SF000293
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242296	LAN	W/D	SF000295
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242308	LAN	W/D	SF000294
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242302	LAN	W/D	SF000291
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242406	LAN	W/D	SF000292
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239801	LAN	W/D	SF000296
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239875	LAN	W/D	SF000297
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860360	LAN	W/D	SF000288
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860361	LAN	W/D	SF000289
ZETRON	905-0108	RADIO GATEWAY ARG	905-0108	247806	LHS	COMM ROOM	SF000625
ZETRON	905-0043	MEDIA DOCK XS	905-0043	242663	LHS	DISPATCHER	SF000626
ZETRON	802-1590	DUAL FOOTSWITCH	802-1590	320023054	LHS	DISPATCHER	SF000627
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0111	035868	LHS	DISPATCHER	SF000628
DELL	XE13	SMALL FORM STANDARD PC	802-5168	27DFXG2	LHS	DISPATCHER	SF000629
ZETRON	901-9672	ACOM DESK MIC	901-9672	241981	LHS	DISPATCHER	SF000630
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	240998	LHS	DISPATCHER	SF000632
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241036	LHS	DISPATCHER	SF000631
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241005	LHS	DISPATCHER	SF000634

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MFG.	MODEL	DESCRIPTION	PART #	SERIAL #	LOCATION	POSITION	ASSET TAG #
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241035	LHS	DISPATCHER	SF000633
ZETRON	950-1077	HEADSET JACKBOX	950-1077	236893	LHS	DISPATCHER	SF000636
ZETRON	950-1077	HEADSET JACKBOX	950-1077	236876	LHS	DISPATCHER	SF000635
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060221	LHS	DISPATCHER	SF000638
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060225	LHS	DISPATCHER	SF000637
ZETRON	905-0436	MEDIA DOCK XS	905-0436	242658	LHS	W/D	SF000651
ZETRON	802-1590	DUAL FOOTSWITCH	802-1590	320023014	LHS	W/D	SF000649
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0111	035827	LHS	W/D	SF000648
DELL	XE13	SMALL FORM STANDARD PC	802-5168	275CXG2	LHS	W/D	SF000650
ZETRON	901-9672	ACOM DESK MIC	901-9672	241990	LHS	W/D	SF000641
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242382	LHS	W/D	SF000643
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242350	LHS	W/D	SF000642
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242347	LHS	W/D	SF000645
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241077	LHS	W/D	SF000644
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239887	LHS	W/D	SF000640
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239874	LHS	W/D	SF000639
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060222	LHS	W/D	SF000647
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060223	LHS	W/D	SF000646
ZETRON	905-5300	RADIO GATEWAY ARG	905-5300	247816	LKD	COMM ROOM	SF000203
ZETRON	905-5586	MEDIA DOCK XS	905-5586	242665	LKD	DISPATCHER	SF000194
ZETRON	802-1601	DUAL FOOTSWITCH	802-1601	320023022	LKD	DISPATCHER	SF000192
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0122	0358722496AS	LKD	DISPATCHER	SF000197
DELL	XE24	SMALL FORM STANDARD PC	802-5179	278FXG2	LKD	DISPATCHER	SF000193
ZETRON	901-9683	ACOM DESK MIC	901-9683	241350	LKD	DISPATCHER	SF000198
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242312	LKD	DISPATCHER	SF000199
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242266	LKD	DISPATCHER	SF000200
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242269	LKD	DISPATCHER	SF000201
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242286	LKD	DISPATCHER	SF000202
ZETRON	950-1077	HEADSET JACKBOX	950-1077	236860	LKD	DISPATCHER	SF000190
ZETRON	950-1077	HEADSET JACKBOX	950-1077	236882	LKD	DISPATCHER	SF000191
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860106	LKD	DISPATCHER	SF000195
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860101	LKD	DISPATCHER	SF000196
ZETRON	905-0447	MEDIA DOCK XS	905-0447	242686	LKD	W/D	SF000181
ZETRON	802-1601	DUAL FOOTSWITCH	802-1601	320023028	LKD	W/D	SF000189
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0122	0358042496AS	LKD	W/D	SF000179
DELL	XE24	SMALL FORM STANDARD PC	802-5179	277FXG2	LKD	W/D	SF000180
ZETRON	901-9683	ACOM DESK MIC	901-9683	241397	LKD	W/D	SF000186
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241243	LKD	W/D	SF000185

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MFG.	MODEL	DESCRIPTION	PART #	SERIAL #	LOCATION	POSITION	ASSET TAG #
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241309	LKD	W/D	SF000184
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241200	LKD	W/D	SF000183
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241310	LKD	W/D	SF000182
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239730	LKD	W/D	SF000188
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239731	LKD	W/D	SF000187
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ16206033	LKD	W/D	SF000177
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060235	LKD	W/D	SF000178
ZETRON	905-0152	RADIO GATEWAY ARG	905-0152	247821	LMT	COMM ROOM	SF000729
ZETRON	905-0087	MEDIA DOCK XS	905-0087	242706	LMT	DISPATCHER	SF000740
ZETRON	802-1591	DUAL FOOTSWITCH	802-1591	320023023	LMT	DISPATCHER	SF000731
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0112	035840	LMT	DISPATCHER	SF000736
DELL	XE14	SMALL FORM STANDARD PC	802-5169	276DXG2	LMT	DISPATCHER	SF000739
ZETRON	901-9673	ACOM DESK MIC	901-9673	241984	LMT	DISPATCHER	SF000730
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242228	LMT	DISPATCHER	SF000735
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242273	LMT	DISPATCHER	SF000734
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242345	LMT	DISPATCHER	SF000732
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242231	LMT	DISPATCHER	SF000733
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239802	LMT	DISPATCHER	SF000738
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239836	LMT	DISPATCHER	SF000737
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060232	LMT	DISPATCHER	SF000741
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060234	LMT	DISPATCHER	SF000742
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060228	LMT	DISPATCHER	SF000744
ZETRON	905-0437	MEDIA DOCK XS	905-0437	242657	LMT	W/D	SF000755
ZETRON	802-1591	DUAL FOOTSWITCH	802-1591	320023042	LMT	W/D	SF000751
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0112	035756	LMT	W/D	SF000745
DELL	XE14	SMALL FORM STANDARD PC	802-5169	27JCXG2	LMT	W/D	SF000754
ZETRON	901-9673	ACOM DESK MIC	901-9673	241977	LMT	W/D	SF000746
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242388	LMT	W/D	SF000748
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242387	LMT	W/D	SF000747
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242335	LMT	W/D	SF000750
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242323	LMT	W/D	SF000749
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239816	LMT	W/D	SF000752
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239766	LMT	W/D	SF000753
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060231	LMT	W/D	SF000743
ZETRON	905-0022	RADIO GATEWAY ARG	905-0022	255869	MDR	COMM ROOM	
ZETRON	905-0436	MEDIA DOCK XS	905-0436	242719	MDR	DISPATCHER	SF000767
ZETRON	802-1590	DUAL FOOTSWITCH	802-1590	320023044	MDR	DISPATCHER	SF000765
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0111	035845	MDR	DISPATCHER	SF000757

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MFG.	MODEL	DESCRIPTION	PART #	SERIAL #	LOCATION	POSITION	ASSET TAG #
DELL	XE13	SMALL FORM STANDARD PC	802-5168	274FXG2	MDR	DISPATCHER	SF000766
ZETRON	901-9672	ACOM DESK MIC	901-9672	241989	MDR	DISPATCHER	SF000758
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241210	MDR	DISPATCHER	SF000759
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241211	MDR	DISPATCHER	SF000760
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241281	MDR	DISPATCHER	SF000761
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241290	MDR	DISPATCHER	SF000762
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239762	MDR	DISPATCHER	SF000763
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239720	MDR	DISPATCHER	SF000764
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162260398	MDR	DISPATCHER	SF000757
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162260403	MDR	DISPATCHER	SF000756
ZETRON	905-0437	MEDIA DOCK XS	905-0437	242664	MDR	W/D	SF000770
ZETRON	802-1591	DUAL FOOTSWITCH	802-1591	320023053	MDR	W/D	SF000768
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0112	035810	MDR	W/D	SF000780
DELL	XE14	SMALL FORM STANDARD PC	802-5169	279PXG2	MDR	W/D	SF000769
ZETRON	901-9673	ACOM DESK MIC	901-9673	241979	MDR	W/D	SF000779
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	240971	MDR	W/D	SF000773
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241034	MDR	W/D	SF000774
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	240978	MDR	W/D	SF000777
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	240982	MDR	W/D	SF000778
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239848	MDR	W/D	SF000771
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239805	MDR	W/D	SF000772
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860243	MDR	W/D	SF000775
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860242	MDR	W/D	SF000776
ZETRON	905-0724	RADIO GATEWAY ARG	905-0724	247805	NWK	COMM ROOM	SF000072
ZETRON	905-1010	MEDIA DOCK XS	905-1010	242696	NWK	DISPATCHER	SF000087
ZETRON	802-1593	DUAL FOOTSWITCH	802-1593	320023033	NWK	DISPATCHER	SF000085
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0114	0358292496AS	NWK	DISPATCHER	SF000077
DELL	XE16	SMALL FORM STANDARD PC	802-5171	275PXG2	NWK	DISPATCHER	SF000086
ZETRON	901-9675	ACOM DESK MIC	901-9675	241978	NWK	DISPATCHER	SF000082
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241203	NWK	DISPATCHER	SF000081
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241204	NWK	DISPATCHER	SF000080
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241706	NWK	DISPATCHER	SF000079
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241708	NWK	DISPATCHER	SF000078
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239803	NWK	DISPATCHER	SF000084
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239765	NWK	DISPATCHER	SF000083
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860108	NWK	DISPATCHER	SF000076
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860105	NWK	DISPATCHER	SF000075
ZETRON	905-0439	MEDIA DOCK XS	905-0439	242700	NWK	W/D	SF000089

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MFG.	MODEL	DESCRIPTION	PART #	SERIAL #	LOCATION	POSITION	ASSET TAG #
ZETRON	802-1593	DUAL FOOTSWITCH	802-1593	320023025	NWK	W/D	SF000097
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0114	0342802496AS	NWK	W/D	SF000091
DELL	XE16	SMALL FORM STANDARD PC	802-5171	27JQXG2	NWK	W/D	SF000088
ZETRON	901-9675	ACOM DESK MIC	901-9675	241982	NWK	W/D	SF000096
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242316	NWK	W/D	SF000092
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242297	NWK	W/D	SF000093
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242294	NWK	W/D	SF000094
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242293	NWK	W/D	SF000095
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239833	NWK	W/D	SF000090
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239788	NWK	W/D	SF0001496
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860104	NWK	W/D	SF000074
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860100	NWK	W/D	SF000073
ZETRON	905-0432	MEDIA DOCK XS	905-0432	242726	OCS	DISPATCHER	SF000806
ZETRON	802-1586	DUAL FOOTSWITCH	802-1586	320023041	OCS	DISPATCHER	SF000803
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0107	035873	OCS	DISPATCHER	SF000801
DELL	XE9	SMALL FORM STANDARD PC	802-5164	436RXG2	OCS	DISPATCHER	SF000802
ZETRON	901-9668	ACOM DESK MIC	901-9668	242033	OCS	DISPATCHER	SF000794
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242301	OCS	DISPATCHER	SF000795
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242349	OCS	DISPATCHER	SF000796
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242310	OCS	DISPATCHER	SF000799
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242394	OCS	DISPATCHER	SF000800
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239873	OCS	DISPATCHER	SF000804
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239881	OCS	DISPATCHER	SF000805
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860241	OCS	DISPATCHER	SF000797
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860240	OCS	DISPATCHER	SF000798
ZETRON	905-0431	MEDIA DOCK XS	905-0431	242693	OCS	W/D	SF000793
ZETRON	802-1585	DUAL FOOTSWITCH	802-1585	320023057	OCS	W/D	SF000789
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0106	035785	OCS	W/D	SF000785
DELL	XE8	SMALL FORM STANDARD PC	802-5163	435RXG2	OCS	W/D	SF000792
ZETRON	901-9667	ACOM DESK MIC	901-9667	241348	OCS	W/D	SF000786
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241072	OCS	W/D	SF000784
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241213	OCS	W/D	SF000783
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241260	OCS	W/D	SF000762
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241294	OCS	W/D	SF000781
ZETRON	950-1077	HEADSET JACKBOX	950-1077	236911	OCS	W/D	SF000791
ZETRON	950-1077	HEADSET JACKBOX	950-1077	236915	OCS	W/D	SF000790
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860247	OCS	W/D	SF000787
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860239	OCS	W/D	SF000788

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MFG.	MODEL	DESCRIPTION	PART #	SERIAL #	LOCATION	POSITION	ASSET TAG #
ZETRON	905-0498	RADIO GATEWAY ARG	905-0498	255867	OCS		
ZETRON	905-3584	RADIO GATEWAY ARG	905-3584	247818	PLM	COMM ROOM	SF000679
ZETRON	905-0444	MEDIA DOCK XS	905-0444	242698	PLM	DISPATCHER	SF000692
ZETRON	802-1598	DUAL FOOTSWITCH	802-1598	320023015	PLM	DISPATCHER	SF000690
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0119	0358642496AS	PLM	DISPATCHER	SF000683
DELL	XE21	SMALL FORM STANDARD PC	802-5176	27JDXG2	PLM	DISPATCHER	SF000691
ZETRON	901-9680	ACOM DESK MIC	901-9680	242038	PLM	DISPATCHER	SF000682
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242328	PLM	DISPATCHER	SF000684
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242229	PLM	DISPATCHER	SF000687
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242341	PLM	DISPATCHER	SF000686
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242268	PLM	DISPATCHER	SF000685
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239809	PLM	DISPATCHER	SF000688
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239817	PLM	DISPATCHER	SF000689
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860205	PLM	DISPATCHER	SF000680
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060373	PLM	DISPATCHER	SF000681
ZETRON	905-3870	MEDIA DOCK XS	905-3870	242689	PLM	W/D	SF000702
ZETRON	802-1598	DUAL FOOTSWITCH	802-1598	20023060	PLM	W/D	SF000550
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0119	0342772496AS	PLM	W/D	SF000696
DELL	XE21	SMALL FORM STANDARD PC	802-5176	273RXG2	PLM	W/D	SF000701
ZETRON	901-9680	ACOM DESK MIC	901-9680	242036	PLM	W/D	SF000695
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241256	PLM	W/D	SF000698
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241217	PLM	W/D	SF000699
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241296	PLM	W/D	SF000697
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241069	PLM	W/D	SF000700
ZETRON	950-1077	HEADSET JACKBOX	950-1077	236884	PLM	W/D	SF000549
ZETRON	950-1077	HEADSET JACKBOX	950-1077	236906	PLM	W/D	SF000548
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860209	PLM	W/D	SF000694
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860216	PLM	W/D	SF000693
ZETRON	905-4156	RADIO GATEWAY ARG	905-4156	247820	PRV	COMM ROOM	SF000317
ZETRON	905-0445	MEDIA DOCK XS	905-0445	242690	PRV	DISPATCHER	SF000333
ZETRON	802-1599	DUAL FOOTSWITCH	802-1599	320023027	PRV	DISPATCHER	SF000331
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0120	0358513496AS	PRV	DISPATCHER	SF000337
DELL	XE22	SMALL FORM STANDARD PC	802-5177	275FXG2	PRV	DISPATCHER	SF000332
ZETRON	901-9681	ACOM DESK MIC	901-9681	241988	PRV	DISPATCHER	SF000336
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241219	PRV	DISPATCHER	SF000341
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241319	PRV	DISPATCHER	SF000340
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241262	PRV	DISPATCHER	SF000339
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241317	PRV	DISPATCHER	SF000338

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MFG.	MODEL	DESCRIPTION	PART #	SERIAL #	LOCATION	POSITION	ASSET TAG #
ZETRON	950-1077	HEADSET JACKBOX	950-1077	236892	PRV	DISPATCHER	SF000334
ZETRON	950-1077	HEADSET JACKBOX	950-1077	236862	PRV	DISPATCHER	SF000335
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860067	PRV	DISPATCHER	SF000342
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060357	PRV	DISPATCHER	SF000343
ZETRON	905-4442	MEDIA DOCK XS	905-4442	242656	PRV	W/D	SF000330
ZETRON	802-1599	DUAL FOOTSWITCH	802-1599	320023017	PRV	W/D	SF000326
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0120	35811	PRV	W/D	SF000322
DELL	XE22	SMALL FORM STANDARD PC	802-5177	27DCXG2	PRV	W/D	SF000329
ZETRON	901-9681	ACOM DESK MIC	901-9681	241980	PRV	W/D	SF000323
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242299	PRV	W/D	SF000321
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242351	PRV	W/D	SF000320
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242303	PRV	W/D	SF000319
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242295	PRV	W/D	SF000318
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239889	PRV	W/D	SF000327
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239821	PRV	W/D	SF000328
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ1618600068	PRV	W/D	SF000324
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ1618600166	PRV	W/D	SF000325
ZETRON	905-4442	MEDIA DOCK XS	905-4442	242781	SCC	MDCS TRAINING OFFICE	SF000599
ZETRON	802-1599	DUAL FOOTSWITCH	802-1599	320023021	SCC	MDCS TRAINING OFFICE	SF000600
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0120	0358333496AS	SCC	MDCS TRAINING OFFICE	SF000601
DELL	XE22	SMALL FORM STANDARD PC	802-5177	43DPXG2	SCC	MDCS TRAINING OFFICE	SF000602
ZETRON	901-9681	ACOM DESK MIC	901-9681	261400	SCC	MDCS TRAINING OFFICE	SF000603
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242230	SCC	MDCS TRAINING OFFICE	SF000604
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242242	SCC	MDCS TRAINING OFFICE	SF000605
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242241	SCC	MDCS TRAINING OFFICE	SF000606
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242239	SCC	MDCS TRAINING OFFICE	SF000607
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239743	SCC	MDCS TRAINING OFFICE	SF000608

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MFG.	MODEL	DESCRIPTION	PART #	SERIAL #	LOCATION	POSITION	ASSET TAG #
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239741	SCC	MDCS TRAINING OFFICE	SF000609
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860200	SCC	MDCS TRAINING OFFICE	SF000610
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860196	SCC	MDCS TRAINING OFFICE	SF000611
ZETRON	905-0434	MEDIA DOCK XS	905-0434	242762	SCC RADIO ROOM BRIDGE	SD01	SF001145
ZETRON	802-1588	DUAL FOOTSWITCH	802-1588	320023003	SCC RADIO ROOM BRIDGE	SD01	SF001147
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0109	0357983496AS	SCC RADIO ROOM BRIDGE	SD01	SF001150
DELL	XE11	SMALL FORM STANDARD PC	802-5166	24CRXG2	SCC RADIO ROOM BRIDGE	SD01	SF001146
ZETRON	901-9670	ACOM DESK MIC	901-9670	241368	SCC RADIO ROOM BRIDGE	SD01	SF001151
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241246	SCC RADIO ROOM BRIDGE	SD01	SF001155
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241336	SCC RADIO ROOM BRIDGE	SD01	SF001154
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241085	SCC RADIO ROOM BRIDGE	SD01	SF001153
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241084	SCC RADIO ROOM BRIDGE	SD01	SF001152
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242160	SCC RADIO ROOM BRIDGE	SD01	SF001148
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242159	SCC RADIO ROOM BRIDGE	SD01	SF001149
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860347	SCC RADIO ROOM BRIDGE	SD01	SF001157
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860349	SCC RADIO ROOM BRIDGE	SD01	SF001156
ZETRON	905-0435	MEDIA DOCK XS	905-0435	242729	SCC RADIO ROOM BRIDGE	SD02	SF001171
ZETRON	802-1589	DUAL FOOTSWITCH	802-1589	318915007	SCC RADIO ROOM BRIDGE	SD02	SF001169
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0110	0357883496AS	SCC RADIO ROOM BRIDGE	SD02	SF001174

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MFG.	MODEL	DESCRIPTION	PART #	SERIAL #	LOCATION	POSITION	ASSET TAG #
DELL	XE12	SMALL FORM STANDARD PC	802-5167	435PXG2	SCC RADIO ROOM BRIDGE	SD02	SF001170
ZETRON	901-9671	ACOM DESK MIC	901-9671	241390	SCC RADIO ROOM BRIDGE	SD02	SF001181
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241120	SCC RADIO ROOM BRIDGE	SD02	SF001175
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241007	SCC RADIO ROOM BRIDGE	SD02	SF001176
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241132	SCC RADIO ROOM BRIDGE	SD02	SF001177
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	240943	SCC RADIO ROOM BRIDGE	SD02	SF001178
ZETRON	950-1077	HEADSET JACKBOX	950-1077	236905	SCC RADIO ROOM BRIDGE	SD02	SF001172
ZETRON	950-1077	HEADSET JACKBOX	950-1077	236879	SCC RADIO ROOM BRIDGE	SD02	SF001173
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860356	SCC RADIO ROOM BRIDGE	SD02	SF001180
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860355	SCC RADIO ROOM BRIDGE	SD02	SF001179
ZETRON	905-0436	MEDIA DOCK XS	905-0436	242749	SCC RADIO ROOM BRIDGE	SD03	SF001158
ZETRON	802-1590	DUAL FOOTSWITCH	802-1590	SF001455	SCC RADIO ROOM BRIDGE	SD03	SF001455
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0111	0358163496AS	SCC RADIO ROOM BRIDGE	SD03	SF001162
DELL	XE13	SMALL FORM STANDARD PC	802-5168	438FXG2	SCC RADIO ROOM BRIDGE	SD03	SF001159
ZETRON	901-9672	ACOM DESK MIC	901-9672	241361	SCC RADIO ROOM BRIDGE	SD03	SF001456
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241273	SCC RADIO ROOM BRIDGE	SD03	SF001165
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241062	SCC RADIO ROOM BRIDGE	SD03	SF001166
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241236	SCC RADIO ROOM BRIDGE	SD03	SF001164
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241101	SCC RADIO ROOM BRIDGE	SD03	SF001163

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MFG.	MODEL	DESCRIPTION	PART #	SERIAL #	LOCATION	POSITION	ASSET TAG #
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242181	SCC RADIO ROOM BRIDGE	SD03	SF001160
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242111	SCC RADIO ROOM BRIDGE	SD03	SF001161
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162260070	SCC RADIO ROOM BRIDGE	SD03	SF001167
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162260073	SCC RADIO ROOM BRIDGE	SD03	SF001168
ZETRON	905-0437	MEDIA DOCK XS	905-0437	242743	SCC RADIO ROOM FLOOR	SD04	SF001184
ZETRON	802-1591	DUAL FOOTSWITCH	802-1591	320023070	SCC RADIO ROOM FLOOR	SD04	SF001182
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0112	0358543496AS	SCC RADIO ROOM FLOOR	SD04	SF001187
DELL	XE14	SMALL FORM STANDARD PC	802-5169	27GQXG2	SCC RADIO ROOM FLOOR	SD04	SF001183
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242114	SCC RADIO ROOM FLOOR	SD04	SF001185
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242178	SCC RADIO ROOM FLOOR	SD04	SF001186
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162260076	SCC RADIO ROOM FLOOR	SD04	SF001189
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162260075	SCC RADIO ROOM FLOOR	SD04	SF001188
ZETRON	905-0438	MEDIA DOCK XS	905-0438	242738	SCC RADIO ROOM FLOOR	SD05	SF001194
ZETRON	802-1592	DUAL FOOTSWITCH	802-1592	320023064	SCC RADIO ROOM FLOOR	SD05	SF001190
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0113	0358823496AS	SCC RADIO ROOM FLOOR	SD05	SF001195
DELL	XE15	SMALL FORM STANDARD PC	802-5170	F3NV8N2	SCC RADIO ROOM FLOOR	SD05	SF001193
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242119	SCC RADIO ROOM FLOOR	SD05	SF001192
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242122	SCC RADIO ROOM FLOOR	SD05	SF001191
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162260069	SCC RADIO ROOM FLOOR	SD05	SF001196

Exhibit B Equipment List and Locations

MFG.	MODEL	DESCRIPTION	PART #	SERIAL #	LOCATION	POSITION	ASSET TAG #
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162260074	SCC RADIO ROOM FLOOR	SD05	SF001197
ZETRON	905-0439	MEDIA DOCK XS	905-0439	242750	SCC RADIO ROOM FLOOR	SD06	SF001203
ZETRON	802-1593	DUAL FOOTSWITCH	802-1593	320023007	SCC RADIO ROOM FLOOR	SD06	SF001201
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0114	0358373496AS	SCC RADIO ROOM FLOOR	SD06	SF001198
DELL	XE16	SMALL FORM STANDARD PC	802-5171	27JRXG2	SCC RADIO ROOM FLOOR	SD06	SF001202
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242182	SCC RADIO ROOM FLOOR	SD06	SF001204
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242170	SCC RADIO ROOM FLOOR	SD06	SF001205
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060002	SCC RADIO ROOM FLOOR	SD06	SF001200
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060253	SCC RADIO ROOM FLOOR	SD06	SF001199
ZETRON	905-0440	MEDIA DOCK XS	905-0440	242752	SCC RADIO ROOM FLOOR	SD07	SF001208
ZETRON	802-1594	DUAL FOOTSWITCH	802-1594	320023035	SCC RADIO ROOM FLOOR	SD07	SF001206
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0115	0358493496AS	SCC RADIO ROOM FLOOR	SD07	SF001211
DELL	XE17	SMALL FORM STANDARD PC	802-5172	274QXG2	SCC RADIO ROOM FLOOR	SD07	SF001207
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242179	SCC RADIO ROOM FLOOR	SD07	SF001209
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242127	SCC RADIO ROOM FLOOR	SD07	SF001210
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860344	SCC RADIO ROOM FLOOR	SD07	SF001213
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060012	SCC RADIO ROOM FLOOR	SD07	SF001212
ZETRON	905-0441	MEDIA DOCK XS	905-0441	242763	SCC RADIO ROOM FLOOR	SD08	SF001252
ZETRON	802-1595	DUAL FOOTSWITCH	802-1595	320023068	SCC RADIO ROOM FLOOR	SD08	SF001250

Exhibit B Equipment List and Locations

MFG.	MODEL	DESCRIPTION	PART #	SERIAL #	LOCATION	POSITION	ASSET TAG #
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0116	0358473496AS	SCC RADIO ROOM FLOOR	SD08	SF001249
DELL	XE18	SMALL FORM STANDARD PC	802-5173	27LDXG2	SCC RADIO ROOM FLOOR	SD08	SF001251
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242129	SCC RADIO ROOM FLOOR	SD08	SF001253
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242112	SCC RADIO ROOM FLOOR	SD08	SF001254
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162260088	SCC RADIO ROOM FLOOR	SD08	SF001223
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060217	SCC RADIO ROOM FLOOR	SD08	SF001222
ZETRON	905-0442	MEDIA DOCK XS	905-0442	242746	SCC RADIO ROOM FLOOR	SD09	SF001214
ZETRON	802-1596	DUAL FOOTSWITCH	802-1596	320023065	SCC RADIO ROOM FLOOR	SD09	SF001216
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0117	0358573496AS	SCC RADIO ROOM FLOOR	SD09	SF001219
DELL	XE19	SMALL FORM STANDARD PC	802-5174	438CXG2	SCC RADIO ROOM FLOOR	SD09	SF001215
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242124	SCC RADIO ROOM FLOOR	SD09	SF001218
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242125	SCC RADIO ROOM FLOOR	SD09	SF001217
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060216	SCC RADIO ROOM FLOOR	SD09	SF001221
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060214	SCC RADIO ROOM FLOOR	SD09	SF001220
ZETRON	905-0443	MEDIA DOCK XS	905-0443	242748	SCC RADIO ROOM FLOOR	SD10	SF001260
ZETRON	802-1597	DUAL FOOTSWITCH	802-1597	320023066	SCC RADIO ROOM FLOOR	SD10	SF001258
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0118	0342933496AS	SCC RADIO ROOM FLOOR	SD10	SF001255
DELL	XE20	SMALL FORM STANDARD PC	802-5175	438RXG2	SCC RADIO ROOM FLOOR	SD10	SF001259
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239757	SCC RADIO ROOM FLOOR	SD10	SF001261

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MFG.	MODEL	DESCRIPTION	PART #	SERIAL #	LOCATION	POSITION	ASSET TAG #
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239771	SCC RADIO ROOM FLOOR	SD10	SF001262
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162260396	SCC RADIO ROOM FLOOR	SD10	SF001257
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162260389	SCC RADIO ROOM FLOOR	SD10	SF001256
ZETRON	905-0444	MEDIA DOCK XS	905-0444	242745	SCC RADIO ROOM FLOOR	SD11	SF001265
ZETRON	802-1598	DUAL FOOTSWITCH	802-1598	320023004	SCC RADIO ROOM FLOOR	SD11	SF001263
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0119	0358423496AS	SCC RADIO ROOM FLOOR	SD11	SF001268
DELL	XE21	SMALL FORM STANDARD PC	802-5176	435FXG2	SCC RADIO ROOM FLOOR	SD11	SF001264
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242200	SCC RADIO ROOM FLOOR	SD11	SF001266
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242165	SCC RADIO ROOM FLOOR	SD11	SF001267
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162260382	SCC RADIO ROOM FLOOR	SD11	SF001269
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162260359	SCC RADIO ROOM FLOOR	SD11	SF001270
ZETRON	905-0445	MEDIA DOCK XS	905-0445	242760	SCC RADIO ROOM FLOOR	SD12	SF001276
ZETRON	802-1599	DUAL FOOTSWITCH	802-1599	320023002	SCC RADIO ROOM FLOOR	SD12	SF001274
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0120	0357503496AS	SCC RADIO ROOM FLOOR	SD12	SF001273
DELL	XE22	SMALL FORM STANDARD PC	802-5177	43DDXG2	SCC RADIO ROOM FLOOR	SD12	SF001275
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239783	SCC RADIO ROOM FLOOR	SD12	SF001278
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239753	SCC RADIO ROOM FLOOR	SD12	SF001277
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162260349	SCC RADIO ROOM FLOOR	SD12	SF001272
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162260388	SCC RADIO ROOM FLOOR	SD12	SF001271

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MFG.	MODEL	DESCRIPTION	PART #	SERIAL #	LOCATION	POSITION	ASSET TAG #
ZETRON	905-0446	MEDIA DOCK XS	905-0446	242757	SCC RADIO ROOM FLOOR	SD13	SF000957
ZETRON	802-1600	DUAL FOOTSWITCH	802-1600	320023061	SCC RADIO ROOM FLOOR	SD13	SF000958
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0121	0358203496AS	SCC RADIO ROOM FLOOR	SD13	SF000961
DELL	XE23	SMALL FORM STANDARD PC	802-5178	437PXG2	SCC RADIO ROOM FLOOR	SD13	SF000956
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242184	SCC RADIO ROOM FLOOR	SD13	SF000959
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242151	SCC RADIO ROOM FLOOR	SD13	SF000960
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060248	SCC RADIO ROOM FLOOR	SD13	SF000963
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060244	SCC RADIO ROOM FLOOR	SD13	SF000962
ZETRON	905-0447	MEDIA DOCK XS	905-0447	242746	SCC RADIO ROOM FLOOR	SD14	SF001285
ZETRON	802-1601	DUAL FOOTSWITCH	802-1601	320023067	SCC RADIO ROOM FLOOR	SD14	SF001286
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0122	0358803496AS	SCC RADIO ROOM FLOOR	SD14	SF001281
DELL	XE24	SMALL FORM STANDARD PC	802-5179	274GXG2	SCC RADIO ROOM FLOOR	SD14	SF001284
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242199	SCC RADIO ROOM FLOOR	SD14	SF001282
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242108	SCC RADIO ROOM FLOOR	SD14	SF001283
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860436	SCC RADIO ROOM FLOOR	SD14	SF001279
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860345	SCC RADIO ROOM FLOOR	SD14	SF001280
ZETRON	905-0448	MEDIA DOCK XS	905-0448	242734	SCC RADIO ROOM FLOOR	SD15	SF001292
ZETRON	802-1602	DUAL FOOTSWITCH	802-1602	320023008	SCC RADIO ROOM FLOOR	SD15	SF001290
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0123	0357893496AS	SCC RADIO ROOM FLOOR	SD15	SF001287

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MFG.	MODEL	DESCRIPTION	PART #	SERIAL #	LOCATION	POSITION	ASSET TAG #
DELL	XE25	SMALL FORM STANDARD PC	802-5180	27BFXG2	SCC RADIO ROOM FLOOR	SD15	SF001291
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242128	SCC RADIO ROOM FLOOR	SD15	SF001294
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242134	SCC RADIO ROOM FLOOR	SD15	SF001293
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860351	SCC RADIO ROOM FLOOR	SD15	SF001289
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860354	SCC RADIO ROOM FLOOR	SD15	SF001288
ZETRON	905-0449	MEDIA DOCK XS	905-0449	242761	SCC RADIO ROOM FLOOR	SD16	SF001297
ZETRON	802-1603	DUAL FOOTSWITCH	802-1603	320023063	SCC RADIO ROOM FLOOR	SD16	SF001295
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0124	0358583496AS	SCC RADIO ROOM FLOOR	SD16	SF001300
DELL	XE26	SMALL FORM STANDARD PC	802-5181	27DRXG2	SCC RADIO ROOM FLOOR	SD16	SF001296
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242132	SCC RADIO ROOM FLOOR	SD16	SF001299
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242135	SCC RADIO ROOM FLOOR	SD16	SF001298
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860350	SCC RADIO ROOM FLOOR	SD16	SF001301
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860348	SCC RADIO ROOM FLOOR	SD16	SF001302
ZETRON	905-0450	MEDIA DOCK XS	905-0450	242723	SCC RADIO ROOM FLOOR	SD17	SF001307
ZETRON	802-1604	DUAL FOOTSWITCH	802-1604	318915071	SCC RADIO ROOM FLOOR	SD17	SF001305
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0125	0357863496AS	SCC RADIO ROOM FLOOR	SD17	SF000965
DELL	XE27	SMALL FORM STANDARD PC	802-5182	437CXG2	SCC RADIO ROOM FLOOR	SD17	SF001306
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242145	SCC RADIO ROOM FLOOR	SD17	SF001309
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242163	SCC RADIO ROOM FLOOR	SD17	SF001308

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MFG.	MODEL	DESCRIPTION	PART #	SERIAL #	LOCATION	POSITION	ASSET TAG #
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860343	SCC RADIO ROOM FLOOR	SD17	SF001303
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860352	SCC RADIO ROOM FLOOR	SD17	SF001304
ZETRON	905-0451	MEDIA DOCK XS	905-0451	242790	SCC RADIO ROOM FLOOR	SD18	SF001312
ZETRON	802-1605	DUAL FOOTSWITCH	802-1605	320023069	SCC RADIO ROOM FLOOR	SD18	SF001310
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0126	0357553496AS	SCC RADIO ROOM FLOOR	SD18	SF001315
DELL	XE28	SMALL FORM STANDARD PC	802-5183	F3FW8N2	SCC RADIO ROOM FLOOR	SD18	SF001311
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242143	SCC RADIO ROOM FLOOR	SD18	SF001314
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242152	SCC RADIO ROOM FLOOR	SD18	SF001313
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161850254	SCC RADIO ROOM FLOOR	SD18	SF001317
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860251	SCC RADIO ROOM FLOOR	SD18	SF001316
ZETRON	905-0452	MEDIA DOCK XS	905-0452	242754	SCC RADIO ROOM FLOOR	SD19	SF001325
ZETRON	802-1606	DUAL FOOTSWITCH	802-1606	320023001	SCC RADIO ROOM FLOOR	SD19	SF001323
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0127	0358263496AS	SCC RADIO ROOM FLOOR	SD19	SF001318
DELL	XE29	SMALL FORM STANDARD PC	802-5184	274PXG2	SCC RADIO ROOM FLOOR	SD19	SF001324
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242173	SCC RADIO ROOM FLOOR	SD19	SF001321
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242142	SCC RADIO ROOM FLOOR	SD19	SF001322
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860255	SCC RADIO ROOM FLOOR	SD19	SF001319
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860250	SCC RADIO ROOM FLOOR	SD19	SF001320
ZETRON	905-0453	MEDIA DOCK XS	905-0453	242747	SCC RADIO ROOM FLOOR	SD20	SF001331

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MFG.	MODEL	DESCRIPTION	PART #	SERIAL #	LOCATION	POSITION	ASSET TAG #
ZETRON	802-1607	DUAL FOOTSWITCH	802-1607	320023034	SCC RADIO ROOM FLOOR	SD20	SF001329
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0128	0358703496AS	SCC RADIO ROOM FLOOR	SD20	SF001326
DELL	XE30	SMALL FORM STANDARD PC	802-5185	436FXG2	SCC RADIO ROOM FLOOR	SD20	SF001330
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242118	SCC RADIO ROOM FLOOR	SD20	SF001332
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242150	SCC RADIO ROOM FLOOR	SD20	SF001333
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860252	SCC RADIO ROOM FLOOR	SD20	SF001328
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860248	SCC RADIO ROOM FLOOR	SD20	SF001327
ZETRON	905-0454	MEDIA DOCK XS	905-0454	242753	SCC RADIO ROOM FLOOR	SD21	SF001336
ZETRON	802-1608	DUAL FOOTSWITCH	802-1608	320023010	SCC RADIO ROOM FLOOR	SD21	SF001334
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0129	0358613496AS	SCC RADIO ROOM FLOOR	SD21	SF001339
DELL	XE31	SMALL FORM STANDARD PC	802-5186	437RXG2	SCC RADIO ROOM FLOOR	SD21	SF001335
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242123	SCC RADIO ROOM FLOOR	SD21	SF001338
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242161	SCC RADIO ROOM FLOOR	SD21	SF001337
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860253	SCC RADIO ROOM FLOOR	SD21	SF001340
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860249	SCC RADIO ROOM FLOOR	SD21	SF001341
ZETRON	905-0455	MEDIA DOCK XS	905-0455	242759	SCC RADIO ROOM FLOOR	SD22	SF001362
ZETRON	802-1609	DUAL FOOTSWITCH	802-1609	320023009	SCC RADIO ROOM FLOOR	SD22	SF001360
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0130	0358053496AS	SCC RADIO ROOM FLOOR	SD22	SF001357
DELL	XE32	SMALL FORM STANDARD PC	802-5187	436QXG2	SCC RADIO ROOM FLOOR	SD22	SF001361

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MFG.	MODEL	DESCRIPTION	PART #	SERIAL #	LOCATION	POSITION	ASSET TAG #
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242167	SCC RADIO ROOM FLOOR	SD22	SF001363
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242162	SCC RADIO ROOM FLOOR	SD22	SF001364
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162260082	SCC RADIO ROOM FLOOR	SD22	SF001358
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060215	SCC RADIO ROOM FLOOR	SD22	SF001359
ZETRON	905-0456	MEDIA DOCK XS	905-0456	242764	SCC RADIO ROOM FLOOR	SD23	SF001347
ZETRON	802-1610	DUAL FOOTSWITCH	802-1610	320023006	SCC RADIO ROOM FLOOR	SD23	SF001345
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0131	0358303496AS	SCC RADIO ROOM FLOOR	SD23	SF001342
DELL	XE33	SMALL FORM STANDARD PC	802-5188	273CXG2	SCC RADIO ROOM FLOOR	SD23	SF001346
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242166	SCC RADIO ROOM FLOOR	SD23	SF001348
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242157	SCC RADIO ROOM FLOOR	SD23	SF001349
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860257	SCC RADIO ROOM FLOOR	SD23	SF001344
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162860256	SCC RADIO ROOM FLOOR	SD23	SF001343
ZETRON	905-0457	MEDIA DOCK XS	905-0457	242741	SCC RADIO ROOM FLOOR	SD24	SF001354
ZETRON	802-1611	DUAL FOOTSWITCH	802-1611	320023062	SCC RADIO ROOM FLOOR	SD24	SF001352
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0132	0342862496AS	SCC RADIO ROOM FLOOR	SD24	SF000964
DELL	XE34	SMALL FORM STANDARD PC	802-5189	43CQXG2	SCC RADIO ROOM FLOOR	SD24	SF001353
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242172	SCC RADIO ROOM FLOOR	SD24	SF001355
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242109	SCC RADIO ROOM FLOOR	SD24	SF001356
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860359	SCC RADIO ROOM FLOOR	SD24	SF001351

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MFG.	MODEL	DESCRIPTION	PART #	SERIAL #	LOCATION	POSITION	ASSET TAG #
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860353	SCC RADIO ROOM FLOOR	SD24	SF001350
CISCO		SWITCH		FOC21203HXF	SCC ROOM 127	CABINET 1	SF001385
CISCO		SWITCH		FOC21203F2H	SCC ROOM 127	CABINET 1	SF001385
CISCO		SWITCH		FOC21203F0Q	SCC ROOM 127	CABINET 1	SF001385
CISCO		SWITCH		FOC21203HHA	SCC ROOM 127	CABINET 1	SF001385
CISCO		SWITCH		FOC21203FE4	SCC ROOM 127	CABINET 1	SF001385
CISCO		SWITCH		FOC21231X1G	SCC ROOM 127	CABINET 1	SF001385
DELL	R330	SERVER	R330	FM9XWK2	SCC ROOM 127	CABINET 1	SF001385
DELL	R330	SERVER	R330	FMB1XK2	SCC ROOM 127	CABINET 1	SF001385
DELL	R430	SERVER	R430	GT0VWK2	SCC ROOM 127	CABINET 1	SF001385
DELL	R430	SERVER	R430	GT32JK2	SCC ROOM 127	CABINET 1	SF001385
DELL	R430	SERVER	R430	GSYVWK2	SCC ROOM 127	CABINET 1	SF001385
DELL	R430	SERVER	R430	GSZ4JK2	SCC ROOM 127	CABINET 1	SF001385
DELL	R430	SERVER	R430	GT14JK2	SCC ROOM 127	CABINET 1	SF001385
DELL	R430	SERVER	R430	GT04JK2	SCC ROOM 127	CABINET 1	SF001385
DELL	R430	SERVER	R430	7XMWWK2	SCC ROOM 127	CABINET 1	SF001385
DELL	R430	SERVER	R430	GT2WWK2	SCC ROOM 127	CABINET 1	SF001385
DELL	R430	SERVER	R430	7XM1XK2	SCC ROOM 127	CABINET 1	SF001385
DELL	R430	SERVER	R430	7XM0XK2	SCC ROOM 127	CABINET 1	SF001385
DELL	R430	SERVER	R430	GT33JK2	SCC ROOM 127	CABINET 1	SF001385
DELL	R430	SERVER	R430	GT0WWK2	SCC ROOM 127	CABINET 1	SF001385
CYBER VIEW	CV-S1601	KVM	CV-S1601	S1727960817101-0917Z001	SCC ROOM 127	CABINET 1	SF001385
RALOY	W119E	KVM	W119E	S1725180417101-0817G002	SCC ROOM 127	CABINET 1	SF001385
SERVER TECH	AA171	POWER SUPPLY	AA171	AJMR0000010	SCC ROOM 127	CABINET 1	SF001385
SERVER TECH	AA171	POWER SUPPLY	AA171	AJLV0000008	SCC ROOM 127	CABINET 1	SF001385
SERVER TECH	AA171	POWER SUPPLY	AA171	AJMR0000006	SCC ROOM 127	CABINET 1	SF001385
SERVER TECH	AA171	POWER SUPPLY	AA171	AJLV0000005	SCC ROOM 127	CABINET 1	SF001385
SERVER TECH	AA171	POWER SUPPLY	AA171	AJLV0000004	SCC ROOM 127	CABINET 1	SF001385
SERVER TECH	AA171	POWER SUPPLY	AA171	AJMR0000005	SCC ROOM 127	CABINET 1	SF001385
SERVER TECH	AA171	POWER SUPPLY	AA171	AJLV0000006	SCC ROOM 127	CABINET 1	SF001385
SERVER TECH	AA171	POWER SUPPLY	AA171	AJMR0000009	SCC ROOM 127	CABINET 1	SF001386
ZETRON	CSG1-1M	CHANNEL CARD U41	CSG1-1M	247854	SCC ROOM 127	CABINET 2	SF001386
ZETRON	CSG1-2M	CHANNEL CARD U27	CSG1-2M	247890	SCC ROOM 127	CABINET 2	SF001386
ZETRON	CSG1-3M	CHANNEL CARD U13	CSG1-3M	247855	SCC ROOM 127	CABINET 2	SF001386
ZETRON	CSG1-1S	CHANNEL CARD U41R	CSG1-1S	243719	SCC ROOM 127	CABINET 2	SF001386

Exhibit B Equipment List and Locations

MFG.	MODEL	DESCRIPTION	PART #	SERIAL #	LOCATION	POSITION	ASSET TAG #
ZETRON	CSG1-2S	CHANNEL CARD U27R	CSG1-2S	245615	SCC ROOM 127	CABINET 2	SF001386
ZETRON	CSG1-3S	CHANNEL CARD U13R	CSG1-3S	245616	SCC ROOM 127	CABINET 2	SF001386
ZETRON	COS1-1	CHANNEL CARD U34	COS1-1	247862	SCC ROOM 127	CABINET 2	SF001386
ZETRON	COS1-2	CHANNEL CARD U13	COS1-2	246260	SCC ROOM 127	CABINET 2	SF001386
ZETRON	COS1-3	CHANNEL CARD U6	COS1-3	246259	SCC ROOM 127	CABINET 2	SF001386
ZETRON	CSG1-4M	CHANNEL CARD U41	CSG1-4M	247853	SCC ROOM 127	CABINET 3	SF001387
ZETRON	CSG1-5M	CHANNEL CARD U27	CSG1-5M	247866	SCC ROOM 127	CABINET 3	SF001387
ZETRON	CSG1-6M	CHANNEL CARD U13	CSG1-6M	247856	SCC ROOM 127	CABINET 3	SF001387
ZETRON	CSG1-4S	CHANNEL CARD U41R	CSG1-4S	247872	SCC ROOM 127	CABINET 3	SF001387
ZETRON	CSG1-5S	CHANNEL CARD U27R	CSG1-5S	247893	SCC ROOM 127	CABINET 3	SF001387
ZETRON	CSG1-6S	CHANNEL CARD U13R	CSG1-6S	247852	SCC ROOM 127	CABINET 3	SF001387
ZETRON	COS1-4	CHANNEL CARD U34	COS1-4	247863	SCC ROOM 127	CABINET 3	SF001387
ZETRON	COS1-5	CHANNEL CARD U13	COS1-5	247858	SCC ROOM 127	CABINET 3	SF001387
ZETRON	COS1-6	CHANNEL CARD U6	COS1-6	247861	SCC ROOM 127	CABINET 3	SF001387
ZETRON	CSG1-7M	CHANNEL CARD U41	CSG1-7M	247916	SCC ROOM 127	CABINET 4	SF001388
ZETRON	CSG1-8M	CHANNEL CARD U27	CSG1-8M	247925	SCC ROOM 127	CABINET 4	SF001388
ZETRON	CSG1-9M	CHANNEL CARD U13	CSG1-9M	247918	SCC ROOM 127	CABINET 4	SF001388
ZETRON	CSG1-7S	CHANNEL CARD U41R	CSG1-7S	247909	SCC ROOM 127	CABINET 4	SF001388
ZETRON	CSG1-8S	CHANNEL CARD U27R	CSG1-8S	247921	SCC ROOM 127	CABINET 4	SF001388
ZETRON	CSG1-9S	CHANNEL CARD U13R	CSG1-9S	247920	SCC ROOM 127	CABINET 4	SF001388
ZETRON	COS1-7	CHANNEL CARD U34	COS1-7	247932	SCC ROOM 127	CABINET 4	SF001388
ZETRON	COS1-8	CHANNEL CARD U13	COS1-8	247939	SCC ROOM 127	CABINET 4	SF001388
ZETRON	COS1-9	CHANNEL CARD U6	COS1-9	247934	SCC ROOM 127	CABINET 4	SF001388
ZETRON	CSG1-10M	CHANNEL CARD U41	CSG1-10M	247886	SCC ROOM 127	CABINET 5	SF001389
ZETRON	CSG1-11M	CHANNEL CARD U27	CSG1-11M	247880	SCC ROOM 127	CABINET 5	SF001389
ZETRON	CSG1-12M	CHANNEL CARD U13	CSG1-12M	247887	SCC ROOM 127	CABINET 5	SF001389
ZETRON	CSG1-10S	CHANNEL CARD U41R	CSG1-10S	247883	SCC ROOM 127	CABINET 5	SF001389
ZETRON	CSG1-11S	CHANNEL CARD U27R	CSG1-11S	247878	SCC ROOM 127	CABINET 5	SF001389
ZETRON	CSG1-12S	CHANNEL CARD U13R	CSG1-12S	247879	SCC ROOM 127	CABINET 5	SF001389
ZETRON	COS1-10	CHANNEL CARD U34	COS1-10	250141	SCC ROOM 127	CABINET 5	SF001389
ZETRON	COS1-11	CHANNEL CARD U13	COS1-11	248631	SCC ROOM 127	CABINET 5	SF001389
ZETRON	COS1-12	CHANNEL CARD U6	COS1-12	248638	SCC ROOM 127	CABINET 5	SF001389
ZETRON	905-0425	MEDIA DOCK XS	905-0425	242724	SCC-TRAILER C	SD25	SF000535
ZETRON	802-1579	DUAL FOOTSWITCH	802-1579	318915021	SCC-TRAILER C	SD25	SF000536
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0100	0357923496AS	SCC-TRAILER C	SD25	SF000537
DELL	XE2	SMALL FORM STANDARD PC	802-5157	27GDXG2	SCC-TRAILER C	SD25	SF000538
ZETRON	901-9661	ACOM DESK MIC	901-9661	241355	SCC-TRAILER C	SD25	SF000539
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241033	SCC-TRAILER C	SD25	SF000540

Exhibit B Equipment List and Locations

MFG.	MODEL	DESCRIPTION	PART #	SERIAL #	LOCATION	POSITION	ASSET TAG #
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241107	SCC-TRAILER C	SD25	SF000541
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241159	SCC-TRAILER C	SD25	SF000542
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	240983	SCC-TRAILER C	SD25	SF000543
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239721	SCC-TRAILER C	SD25	SF000544
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239702	SCC-TRAILER C	SD25	SF000545
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860053	SCC-TRAILER C	SD25	SF000546
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860169	SCC-TRAILER C	SD25	SF000547
ZETRON	905-0425	MEDIA DOCK XS	905-0425	242732	SCC-TRAILER C	SD26	SF000392
ZETRON	802-1579	DUAL FOOTSWITCH	802-1579	318915002	SCC-TRAILER C	SD26	SF000393
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0100	0357533496AS	SCC-TRAILER C	SD26	SF000394
DELL	XE2	SMALL FORM STANDARD PC	802-5157	27HFXG2	SCC-TRAILER C	SD26	SF000395
ZETRON	901-9661	ACOM DESK MIC	901-9661	241351	SCC-TRAILER C	SD26	SF000396
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241000	SCC-TRAILER C	SD26	SF000397
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241263	SCC-TRAILER C	SD26	SF000398
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	240945	SCC-TRAILER C	SD26	SF000399
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241161	SCC-TRAILER C	SD26	SF000400
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239883	SCC-TRAILER C	SD26	SF000401
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239850	SCC-TRAILER C	SD26	SF000402
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860055	SCC-TRAILER C	SD26	SF000403
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ101860056	SCC-TRAILER C	SD26	SF000404
ZETRON	905-0425	MEDIA DOCK XS	905-0425	242742	SCC-TRAILER C	SD27	SF000405
ZETRON	802-1579	DUAL FOOTSWITCH	802-1579	318915024	SCC-TRAILER C	SD27	SF000406
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0100	0357943496AS	SCC-TRAILER C	SD27	SF000407
DELL	XE2	SMALL FORM STANDARD PC	802-5157	43CCX52	SCC-TRAILER C	SD27	SF000408
ZETRON	901-9661	ACOM DESK MIC	901-9661	241380	SCC-TRAILER C	SD27	SF000409
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241104	SCC-TRAILER C	SD27	SF000410
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241016	SCC-TRAILER C	SD27	SF000411
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	240968	SCC-TRAILER C	SD27	SF000412
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241158	SCC-TRAILER C	SD27	SF000413
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242138	SCC-TRAILER C	SD27	SF000414
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242185	SCC-TRAILER C	SD27	SF000415
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860165	SCC-TRAILER C	SD27	SF000416
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860160	SCC-TRAILER C	SD27	SF000417
ZETRON	905-0425	MEDIA DOCK XS	905-0425	242727	SCC-TRAILER C	SD28	SF000418
ZETRON	802-1579	DUAL FOOTSWITCH	802-1579	318915013	SCC-TRAILER C	SD28	SF000419
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0100	0358713496AS	SCC-TRAILER C	SD28	SF000420
DELL	XE2	SMALL FORM STANDARD PC	802-5157	27FDX52	SCC-TRAILER C	SD28	SF000421
ZETRON	901-9661	ACOM DESK MIC	901-9661	241362	SCC-TRAILER C	SD28	SF000422

Exhibit B Equipment List and Locations

MFG.	MODEL	DESCRIPTION	PART #	SERIAL #	LOCATION	POSITION	ASSET TAG #
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	240986	SCC-TRAILER C	SD28	SF000423
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241114	SCC-TRAILER C	SD28	SF000425
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241111	SCC-TRAILER C	SD28	SF000426
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	240988	SCC-TRAILER C	SD28	SF000424
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242149	SCC-TRAILER C	SD28	SF000427
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242144	SCC-TRAILER C	SD28	SF000428
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162200089	SCC-TRAILER C	SD28	SF000429
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860163	SCC-TRAILER C	SD28	SF000430
ZETRON	905-0425	MEDIA DOCK XS	905-0425	242725	SCC-TRAILER C	SD29	SF000431
ZETRON	802-1579	DUAL FOOTSWITCH	802-1579	318915018	SCC-TRAILER C	SD29	SF000432
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0100	0358433496AS	SCC-TRAILER C	SD29	SF000433
DELL	XE2	SMALL FORM STANDARD PC	802-5157	27HFX52	SCC-TRAILER C	SD29	SF000434
ZETRON	901-9661	ACOM DESK MIC	901-9661	241357	SCC-TRAILER C	SD29	SF000435
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241160	SCC-TRAILER C	SD29	SF000436
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	240989	SCC-TRAILER C	SD29	SF000437
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241106	SCC-TRAILER C	SD29	SF000438
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	240970	SCC-TRAILER C	SD29	SF000439
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239888	SCC-TRAILER C	SD29	SF000440
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239789	SCC-TRAILER C	SD29	SF000441
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162260077	SCC-TRAILER C	SD29	SF000442
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162260079	SCC-TRAILER C	SD29	SF000443
ZETRON	905-0425	MEDIA DOCK XS	905-0425	242722	SCC-TRAILER C	SD30	SF000444
ZETRON	802-1579	DUAL FOOTSWITCH	802-1579	318915014	SCC-TRAILER C	SD30	SF000445
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0100	0358693496AS	SCC-TRAILER C	SD30	SF000446
DELL	XE2	SMALL FORM STANDARD PC	802-5157	27KCXG2	SCC-TRAILER C	SD30	SF000447
ZETRON	901-9661	ACOM DESK MIC	901-9661	241363	SCC-TRAILER C	SD30	SF000448
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241162	SCC-TRAILER C	SD30	SF000449
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241149	SCC-TRAILER C	SD30	SF000450
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241002	SCC-TRAILER C	SD30	SF000451
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241004	SCC-TRAILER C	SD30	SF000452
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242201	SCC-TRAILER C	SD30	SF000453
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242154	SCC-TRAILER C	SD30	SF000454
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162260080	SCC-TRAILER C	SD30	SF000455
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162260078	SCC-TRAILER C	SD30	SF000456
ZETRON	905-0425	MEDIA DOCK XS	905-0425	242733	SCC-TRAILER C	SD31	SF000457
ZETRON	802-1579	DUAL FOOTSWITCH	802-1579	318915022	SCC-TRAILER C	SD31	SF000458
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0100	0358323496AS	SCC-TRAILER C	SD31	SF000459
DELL	XE2	SMALL FORM STANDARD PC	802-5157	27FFXG2	SCC-TRAILER C	SD31	SF000460

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MFG.	MODEL	DESCRIPTION	PART #	SERIAL #	LOCATION	POSITION	ASSET TAG #
ZETRON	901-9661	ACOM DESK MIC	901-9661	241365	SCC-TRAILER C	SD31	SF000461
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241112	SCC-TRAILER C	SD31	SF000462
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	240987	SCC-TRAILER C	SD31	SF000463
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241037	SCC-TRAILER C	SD31	SF000464
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	240997	SCC-TRAILER C	SD31	SF000465
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242153	SCC-TRAILER C	SD31	SF000466
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242147	SCC-TRAILER C	SD31	SF000467
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860166	SCC-TRAILER C	SD31	SF000468
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860167	SCC-TRAILER C	SD31	SF000469
ZETRON	905-0425	MEDIA DOCK XS	905-0425	242728	SCC-TRAILER C	SD32	SF000470
ZETRON	802-1579	DUAL FOOTSWITCH	802-1579	318915016	SCC-TRAILER C	SD32	SF000471
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0100	0358133496AS	SCC-TRAILER C	SD32	SF000472
DELL	XE2	SMALL FORM STANDARD PC	802-5157	43BQXG2	SCC-TRAILER C	SD32	SF000473
ZETRON	901-9661	ACOM DESK MIC	901-9661	241376	SCC-TRAILER C	SD32	SF000474
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	240953	SCC-TRAILER C	SD32	SF000475
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241123	SCC-TRAILER C	SD32	SF000476
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241105	SCC-TRAILER C	SD32	SF000477
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241108	SCC-TRAILER C	SD32	SF000478
ZETRON	950-1077	HEADSET JACKBOX	950-1077	236875	SCC-TRAILER C	SD32	SF000479
ZETRON	950-1077	HEADSET JACKBOX	950-1077	236895	SCC-TRAILER C	SD32	SF000480
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860047	SCC-TRAILER C	SD32	SF000481
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860049	SCC-TRAILER C	SD32	SF000482
ZETRON	905-0425	MEDIA DOCK XS	905-0425	242705	SCC-TRAILER C	SD33	SF000483
ZETRON	802-1579	DUAL FOOTSWITCH	802-1579	318915020	SCC-TRAILER C	SD33	SF000484
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0100	0558013496AS	SCC-TRAILER C	SD33	SF000485
DELL	XE2	SMALL FORM STANDARD PC	802-5157	27KDXG2	SCC-TRAILER C	SD33	SF000486
ZETRON	901-9661	ACOM DESK MIC	901-9661	241354	SCC-TRAILER C	SD33	SF000487
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	240956	SCC-TRAILER C	SD33	SF000488
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241119	SCC-TRAILER C	SD33	SF000489
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241022	SCC-TRAILER C	SD33	SF000490
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241128	SCC-TRAILER C	SD33	SF000491
ZETRON	950-1077	HEADSET JACKBOX	950-1077	236870	SCC-TRAILER C	SD33	SF000492
ZETRON	950-1077	HEADSET JACKBOX	950-1077	236894	SCC-TRAILER C	SD33	SF000493
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860052	SCC-TRAILER C	SD33	SF000494
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860168	SCC-TRAILER C	SD33	SF000495
ZETRON	905-0425	MEDIA DOCK XS	905-0425	242730	SCC-TRAILER C	SD34	SF000496
ZETRON	802-1579	DUAL FOOTSWITCH	802-1579	318915005	SCC-TRAILER C	SD34	SF000497
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0100	0357813496AS	SCC-TRAILER C	SD34	SF000498

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MFG.	MODEL	DESCRIPTION	PART #	SERIAL #	LOCATION	POSITION	ASSET TAG #
DELL	XE2	SMALL FORM STANDARD PC	802-5157	27BQXG2	SCC-TRAILER C	SD34	SF000499
ZETRON	901-9661	ACOM DESK MIC	901-9661	241352	SCC-TRAILER C	SD34	SF000500
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241021	SCC-TRAILER C	SD34	SF000503
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241134	SCC-TRAILER C	SD34	SF000502
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241178	SCC-TRAILER C	SD34	SF000501
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241056	SCC-TRAILER C	SD34	SF000504
ZETRON	950-1077	HEADSET JACKBOX	950-1077	236839	SCC-TRAILER C	SD34	SF000505
ZETRON	950-1077	HEADSET JACKBOX	950-1077	236918	SCC-TRAILER C	SD34	SF000506
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860050	SCC-TRAILER C	SD34	SF000507
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860051	SCC-TRAILER C	SD34	SF000508
ZETRON	905-0425	MEDIA DOCK XS	905-0425	242731	SCC-TRAILER C	SD35	SF000509
ZETRON	802-1579	DUAL FOOTSWITCH	802-1579	318915005	SCC-TRAILER C	SD35	SF000510
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0100	0358623496AS	SCC-TRAILER C	SD35	SF000511
DELL	XE2	SMALL FORM STANDARD PC	802-5157	43BRXG2	SCC-TRAILER C	SD35	SF000512
ZETRON	901-9661	ACOM DESK MIC	901-9661	241353	SCC-TRAILER C	SD35	SF000513
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241109	SCC-TRAILER C	SD35	SF000514
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	240985	SCC-TRAILER C	SD35	SF000515
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241147	SCC-TRAILER C	SD35	SF000516
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241025	SCC-TRAILER C	SD35	SF000517
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239846	SCC-TRAILER C	SD35	SF000518
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239808	SCC-TRAILER C	SD35	SF000519
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860161	SCC-TRAILER C	SD35	SF000520
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860162	SCC-TRAILER C	SD35	SF000521
ZETRON	905-0425	MEDIA DOCK XS	905-0425	242704	SCC-TRAILER C	SD36	SF000522
ZETRON	802-1579	DUAL FOOTSWITCH	802-1579	318915025	SCC-TRAILER C	SD36	SF000523
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0100	358523496AS	SCC-TRAILER C	SD36	SF000524
DELL	XE2	SMALL FORM STANDARD PC	802-5157	27HDXG2	SCC-TRAILER C	SD36	SF000525
ZETRON	901-9661	ACOM DESK MIC	901-9661	241358	SCC-TRAILER C	SD36	SF000526
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241032	SCC-TRAILER C	SD36	SF000527
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241150	SCC-TRAILER C	SD36	SF000528
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241006	SCC-TRAILER C	SD36	SF000529
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241018	SCC-TRAILER C	SD36	SF000530
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242137	SCC-TRAILER C	SD36	SF000531
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242175	SCC-TRAILER C	SD36	SF000532
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860048	SCC-TRAILER C	SD36	SF000533
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162260072	SCC-TRAILER C	SD36	SF000534
ZETRON	905-0238	RADIO GATEWAY ARG	905-0238	247814	SCT	COMM ROOM	SF000808
ZETRON	905-0435	MEDIA DOCK XS	905-0435	242697	SCT	DISPATCHER	SF000832

Exhibit B Equipment List and Locations

MFG.	MODEL	DESCRIPTION	PART #	SERIAL #	LOCATION	POSITION	ASSET TAG #
ZETRON	802-1589	DUAL FOOTSWITCH	802-1589	320023055	SCT	DISPATCHER	SF000828
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0110	0358243496AS	SCT	DISPATCHER	SF000826
DELL	XE12	SMALL FORM STANDARD PC	802-5167	27BPXG2	SCT	DISPATCHER	SF000831
ZETRON	901-9671	ACOM DESK MIC	901-9671	241411	SCT	DISPATCHER	SF000827
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241279	SCT	DISPATCHER	SF000822
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241288	SCT	DISPATCHER	SF000823
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241087	SCT	DISPATCHER	SF000824
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241198	SCT	DISPATCHER	SF000825
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239854	SCT	DISPATCHER	SF000829
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239819	SCT	DISPATCHER	SF000830
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860215	SCT	DISPATCHER	SF000833
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860210	SCT	DISPATCHER	SF000834
ZETRON	905-0173	MEDIA DOCK XS	905-0173	242670	SCT	W/D	SF000819
ZETRON	802-1589	DUAL FOOTSWITCH	802-1589	320023052	SCT	W/D	SF000815
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0110	035757	SCT	W/D	SF000814
DELL	XE12	SMALL FORM STANDARD PC	802-5167	278CXG2	SCT	W/D	SF000818
ZETRON	901-9671	ACOM DESK MIC	901-9671	241345	SCT	W/D	SF000813
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	240944	SCT	W/D	SF000812
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241024	SCT	W/D	SF000811
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241173	SCT	W/D	SF000809
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241058	SCT	W/D	SF000810
ZETRON	950-1077	HEADSET JACKBOX	950-1077	236871	SCT	W/D	SF000816
ZETRON	950-1077	HEADSET JACKBOX	950-1077	236889	SCT	W/D	SF000817
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860208	SCT	W/D	SF000820
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162260395	SCT	W/D	SF000821
ZETRON	905-1868	RADIO GATEWAY ARG	905-1868	247812	SDM	COMM ROOM	SF000262
ZETRON	905-2154	MEDIA DOCK XS	905-2154	242671	SDM	DISPATCHER	SF000285
ZETRON	802-1595	DUAL FOOTSWITCH	802-1595	320023936	SDM	DISPATCHER	SF000284
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0116	0358482496AS	SDM	DISPATCHER	SF000279
DELL	XE18	SMALL FORM STANDARD PC	802-5173	278DXG2	SDM	DISPATCHER	SF000286
ZETRON	901-9677	ACOM DESK MIC	901-9677	241987	SDM	DISPATCHER	SF000261
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241221	SDM	DISPATCHER	SF000277
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241308	SDM	DISPATCHER	SF000278
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241315	SDM	DISPATCHER	SF000275
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241295	SDM	DISPATCHER	SF000276
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239869	SDM	DISPATCHER	SF000282
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239697	SDM	DISPATCHER	SF000283
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060416	SDM	DISPATCHER	SF000281

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MFG.	MODEL	DESCRIPTION	PART #	SERIAL #	LOCATION	POSITION	ASSET TAG #
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860061	SDM	DISPATCHER	SF000280
ZETRON	905-0441	MEDIA DOCK XS	905-0441	242718	SDM	W/D	SF000270
ZETRON	802-1595	DUAL FOOTSWITCH	802-1595	320023038	SDM	W/D	SF000273
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0116	0358232496AS	SDM	W/D	SF000272
DELL	XE18	SMALL FORM STANDARD PC	802-5173	270DPXG2	SDM	W/D	SF000271
ZETRON	901-9677	ACOM DESK MIC	901-9677	242012	SDM	W/D	SF000267
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241314	SDM	W/D	SF000263
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241184	SDM	W/D	SF000266
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241088	SDM	W/D	SF000265
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241216	SDM	W/D	SF000264
ZETRON	950-1077	HEADSET JACKBOX	950-1077	236855	SDM	W/D	SF000869
ZETRON	950-1077	HEADSET JACKBOX	950-1077	236867	SDM	W/D	SF000268
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860058	SDM	W/D	SF000248
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ102060102	SDM	W/D	SF000249
ZETRON	905-4728	RADIO GATEWAY ARG	905-4728	247804	SLA	COMM ROOM	SF000125
ZETRON	905-0446	MEDIA DOCK XS	905-0446	242695	SLA	DISPATCHER	SF000136
ZETRON	802-1600	DUAL FOOTSWITCH	802-1600	320023039	SLA	DISPATCHER	SF000134
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0121	0358832496AS	SLA	DISPATCHER	SF000137
DELL	XE23	SMALL FORM STANDARD PC	802-5178	276CXG2	SLA	DISPATCHER	SF000135
ZETRON	901-9682	ACOM DESK MIC	901-9682	241373	SLA	DISPATCHER	SF000138
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241286	SLA	DISPATCHER	SF000130
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241100	SLA	DISPATCHER	SF000131
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241099	SLA	DISPATCHER	SF000129
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241245	SLA	DISPATCHER	SF000128
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239717	SLA	DISPATCHER	SF000133
ZETRON	950-1077	HEADSET JACKBOX	950-1077	236891	SLA	DISPATCHER	SF000132
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060358	SLA	DISPATCHER	SF000126
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060363	SLA	DISPATCHER	SF000127
ZETRON	905-5014	MEDIA DOCK XS	905-5014	242672	SLA	W/D	SF000144
ZETRON	802-1600	DUAL FOOTSWITCH	802-1600	320023029	SLA	W/D	SF000145
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0121	0358343496AS	SLA	W/D	SF000141
DELL	XE23	SMALL FORM STANDARD PC	802-5178	279FXG2	SLA	W/D	SF000143
ZETRON	901-9682	ACOM DESK MIC	901-9682	241993	SLA	W/D	SF000142
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242354	SLA	W/D	SF000148
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242407	SLA	W/D	SF000149
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242396	SLA	W/D	SF000150
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242352	SLA	W/D	SF000151
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239735	SLA	W/D	SF000146

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MFG.	MODEL	DESCRIPTION	PART #	SERIAL #	LOCATION	POSITION	ASSET TAG #
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239706	SLA	W/D	SF000147
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860064	SLA	W/D	SF000140
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860065	SLA	W/D	SF000139
ZETRON	905-0498	RADIO GATEWAY ARG	905-0498	266868	TEM	COMM ROOM	
ZETRON	905-0427	MEDIA DOCK XS	905-0427	242669	TEM	DISPATCHER	SF000018
ZETRON	802-1581	DUAL FOOTSWITCH	802-1581	320023056	TEM	DISPATCHER	SF000019
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0102	035822	TEM	DISPATCHER	SF000020
DELL	XE4	SMALL FORM STANDARD PC	802-5159	277CXG2	TEM	DISPATCHER	SF000021
ZETRON	901-9663	ACOM DESK MIC	901-9663	241367	TEM	DISPATCHER	SF000022
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241195	TEM	DISPATCHER	SF000023
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	240990	TEM	DISPATCHER	SF000024
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241303	TEM	DISPATCHER	SF000025
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241205	TEM	DISPATCHER	SF000026
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239715	TEM	DISPATCHER	SF000027
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239733	TEM	DISPATCHER	SF000028
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860211	TEM	DISPATCHER	SF000029
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860213	TEM	DISPATCHER	SF000030
ZETRON	905-0426	MEDIA DOCK XS	905-0426	242666	TEM	W/D	SF000038
ZETRON	802-1580	DUAL FOOTSWITCH	802-1580	320023013	TEM	W/D	SF000037
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0101	0358773496AS	TEM	W/D	SF000035
DELL	XE3	SMALL FORM STANDARD PC	802-5158	274CXG2	TEM	W/D	SF000039
ZETRON	901-9662	ACOM DESK MIC	901-9662	241364	TEM	W/D	SF000036
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241189	TEM	W/D	SF000034
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241322	TEM	W/D	SF000033
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241302	TEM	W/D	SF000032
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241190	TEM	W/D	SF000031
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239729	TEM	W/D	SF000040
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239851	TEM	W/D	SF000041
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860238	TEM	W/D	SF000042
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860207	TEM	W/D	SF000043
ZETRON	905-0498	RADIO GATEWAY ARG	905-0498	247822	TSB	COMM ROOM	SF000807
ZETRON	905-0433	MEDIA DOCK XS	905-0433	242717	TSB	DISPATCHER	SF000391
ZETRON	802-1587	DUAL FOOTSWITCH	802-1587	320023050	TSB	DISPATCHER	SF000389
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0108	035846	TSB	DISPATCHER	SF000381
DELL	XE10	SMALL FORM STANDARD PC	802-5165	27GRXG2	TSB	DISPATCHER	
ZETRON	901-9669	ACOM DESK MIC	901-9669	242032	TSB	DISPATCHER	SF000382
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241282	TSB	DISPATCHER	SF000384
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241238	TSB	DISPATCHER	SF000383

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MFG.	MODEL	DESCRIPTION	PART #	SERIAL #	LOCATION	POSITION	ASSET TAG #
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241194	TSB	DISPATCHER	SF000385
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241191	TSB	DISPATCHER	SF000386
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239699	TSB	DISPATCHER	SF000388
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239807	TSB	DISPATCHER	SF000387
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162260081	TSB	DISPATCHER	SF000380
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162260086	TSB	DISPATCHER	SF000379
ZETRON	905-0433	MEDIA DOCK XS	905-0433	242713	TSB	W/D	SF000372
ZETRON	802-1587	DUAL FOOTSWITCH	802-1587	320023048	TSB	W/D	SF000374
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0108	035876	TSB	W/D	SF000373
DELL	XE10	SMALL FORM STANDARD PC	802-5165	27FRXG2	TSB	W/D	SF000371
ZETRON	901-9669	ACOM DESK MIC	901-9669	242035	TSB	W/D	SF000370
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242255	TSB	W/D	SF000369
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242315	TSB	W/D	SF000368
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242233	TSB	W/D	SF000366
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242262	TSB	W/D	SF000367
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239890	TSB	W/D	SF000375
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239892	TSB	W/D	SF000376
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860092	TSB	W/D	SF000378
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860089	TSB	W/D	SF000377
ZETRON	905-3012	RADIO GATEWAY ARG	905-3012	247800	WAL	COMM ROOM	SF000212
ZETRON	905-3298	MEDIA DOCK XS	905-3298	242668	WAL	DISPATCHER	SF000313
ZETRON	802-1597	DUAL FOOTSWITCH	802-1597	320023019	WAL	DISPATCHER	SF000221
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0118	0358122496AS	WAL	DISPATCHER	SF000219
DELL	XE20	SMALL FORM STANDARD PC	802-5175	277RXG2	WAL	DISPATCHER	SF000314
ZETRON	901-9679	ACOM DESK MIC	901-9679	241369	WAL	DISPATCHER	SF000220
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241146	WAL	DISPATCHER	SF000215
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241046	WAL	DISPATCHER	SF000214
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	240999	WAL	DISPATCHER	SF000216
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241042	WAL	DISPATCHER	SF000213
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239864	WAL	DISPATCHER	SF000316
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239845	WAL	DISPATCHER	SF000315
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060238	WAL	DISPATCHER	SF000217
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060242	WAL	DISPATCHER	SF000218
ZETRON	905-0443	MEDIA DOCK XS	905-0443	242675	WAL	W/D	SF000210
ZETRON	802-1597	DUAL FOOTSWITCH	802-1597	320023016	WAL	W/D	SF000224
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0118	0358212496AS	WAL	W/D	SF000211
DELL	XE20	SMALL FORM STANDARD PC	802-5175	279RXG2	WAL	W/D	SF000209
ZETRON	901-9679	ACOM DESK MIC	901-9679	241359	WAL	W/D	SF000231

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MFG.	MODEL	DESCRIPTION	PART #	SERIAL #	LOCATION	POSITION	ASSET TAG #
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241183	WAL	W/D	SF000228
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241321	WAL	W/D	SF000230
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241318	WAL	W/D	SF000227
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241201	WAL	W/D	SF000229
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239716	WAL	W/D	SF000223
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239714	WAL	W/D	SF000222
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060241	WAL	W/D	SF000225
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060239	WAL	W/D	SF000226
ZETRON	905-0368	RADIO GATEWAY ARG	905-0368	247811	WHD	COMM ROOM	SF000652
ZETRON	905-0434	MEDIA DOCK XS	905-0434	242614	WHD	DISPATCHER	SF000678
ZETRON	802-1588	DUAL FOOTSWITCH	802-1588	320023046	WHD	DISPATCHER	SF000674
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0109	035881	WHD	DISPATCHER	SF000671
DELL	XE11	SMALL FORM STANDARD PC	802-5166	27CDXG2	WHD	DISPATCHER	SF000677
ZETRON	901-9670	ACOM DESK MIC	901-9670	242010	WHD	DISPATCHER	SF000670
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241312	WHD	DISPATCHER	SF000667
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241320	WHD	DISPATCHER	SF000666
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241293	WHD	DISPATCHER	SF000668
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241331	WHD	DISPATCHER	SF000669
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239723	WHD	DISPATCHER	SF000676
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239756	WHD	DISPATCHER	SF000675
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060229	WHD	DISPATCHER	SF000673
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060230	WHD	DISPATCHER	SF000672
ZETRON	905-0303	MEDIA DOCK XS	905-0303	242687	WHD	W/D	SF000653
ZETRON	802-1588	DUAL FOOTSWITCH	802-1588	320023059	WHD	W/D	SF000655
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0109	035751	WHD	W/D	SF000658
DELL	XE11	SMALL FORM STANDARD PC	802-5166	27CPXG2	WHD	W/D	SF000654
ZETRON	901-9670	ACOM DESK MIC	901-9670	242011	WHD	W/D	SF000659
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241306	WHD	W/D	SF000660
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241280	WHD	W/D	SF000661
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241323	WHD	W/D	SF000668
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241093	WHD	W/D	SF000663
ZETRON	950-1077	HEADSET JACKBOX	950-1077	236878	WHD	W/D	SF000656
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239695	WHD	W/D	SF000657
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060224	WHD	W/D	SF000665
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060219	WHD	W/D	SF000664

PRICE SHEET

Annual Maintenance and Support Fees

Description of Work	Cost
Maintenance and Support – Year 1	\$426,707.48
Maintenance and Support – Year 2	\$448,042.85
Maintenance and Support – Year 3	\$470,445.00
Maintenance and Support – Year 4	\$493,967.25
Maintenance and Support – Year 5	\$518,665.61
Maintenance and Support – Option Year 1	\$544,598.89
Maintenance and Support – Option Year 2	\$571,828.83
Total Maintenance and Support Fees (7 Years):	\$3,474,255.91

COTS Hardware Replacement

Replacement of lower MTBF items such as ACOM servers, LAN switches, console PCs, monitors, and controller power rectifiers. All pricing includes delivery to the County.

COTS Hardware Refresh		
Part #	Description	Price
XCOTS-001	Replace ACOM servers, LAN switches, console PCs, monitors, and controller power rectifiers	\$1,384,299.90

Professional Services (hourly rate unless otherwise specified)								
Part #	Description							
XPS- INSTALLATION	Cold Installation Physical installation of Zetron provided hardware							
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	
	\$244.00	\$256.20	\$269.01	\$282.46	\$296.58	\$311.41	\$326.98	
XPS- INHOUSESRVCS	Inhouse Professional Services Requirements evaluation, System Design, Staging, Configuration, Validation testing, Factory Acceptance Testing							
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	
	\$244.00	\$256.20	\$269.01	\$282.46	\$296.58	\$311.41	\$326.98	
XPS-FIELD- SRVCS	Field Professional Services Integration, Final Configuration, Validation Testing, Site Acceptance Testing, Post Cutover onsite support							
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	
	\$244.00	\$256.20	\$269.01	\$282.46	\$296.58	\$311.41	\$326.98	

PRICE SHEET

XPS-TRAINING	Training						
	Technical training (Formal Classroom style), Operator Training						
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
	\$244.00	\$256.20	\$269.01	\$282.46	\$296.58	\$311.41	\$326.98

Onsite Services & Training (daily rate unless otherwise specified)							
Part #	Description						
X98-284F	Onsite Training, First Day						
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
	\$4,134.00	\$4,340.70	\$4,557.74	\$4,785.62	\$5,024.90	\$5,276.15	\$5,539.96
X98-284A	Onsite Training, Additional Day						
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
	\$2,756.00	\$2,893.80	\$3,038.49	\$3,190.41	\$3,349.94	\$3,517.43	\$3,693.30
X98-9284	Onsite Training, Travel Day						
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
	\$1,378.00	\$1,446.90	\$1,519.25	\$1,595.21	\$1,674.97	\$1,758.72	\$1,846.65
X93-284F	Onsite Support, First Day						
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
	\$4,134.00	\$4,340.70	\$4,557.74	\$4,785.62	\$5,024.90	\$5,276.15	\$5,539.96
X93-284A	Onsite Support, Additional Day						
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
	\$2,756.00	\$2,893.80	\$3,038.49	\$3,190.41	\$3,349.94	\$3,517.43	\$3,693.30
906-0165	Hourly Rate						
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
	\$265.00	\$278.25	\$292.16	\$306.77	\$322.11	\$338.21	\$355.13

Contractor certifies that the prices and fees listed herein will remain fixed and firm for the entire Term of the Contract, including any option periods that are exercised by the County.



Signature of Authorized Official

June 4th, 2024

Date

Scott French

Printed Name of Authorized Official

President & Executive GM

Title of Authorized Official

OPTIONAL WORK SCHEDULE

This Attachment B.2 (Optional Work Schedule) will be used by the County to maintain a listing of all Optional Work acquired by the County under the Contract using Pool Dollars and the remaining Pool Dollars following each such acquisition. This Attachment B.2 (Optional Work Schedule) will be included as part of a Change Notice or Amendment, as applicable, for each acquisition of Optional Work using Pool Dollars and will be updated accordingly.

1. OPTIONAL WORK

Item No.	Description / Type (Application Modifications, Professional Services, Additional Products, etc.)	Request Date	Delivery Date	County Approval Date	Maximum Fixed price
					\$
Subtotal (items completed & approved by County)					

In the event the County elects to acquire any of the Optional Work specified above, such Optional Work must be provided by Contractor to the County at the applicable Maximum Fixed Price set forth in Section 1 (Optional Work) above. Professional services including those for programming modifications and consulting services must be provided by Contractor to the County at the Fixed Hourly Rates not exceeding those specified in Exhibit B (Equipment List and Pricing Sheet), which must not increase during the Term of the Contract, including all extensions thereof.

2. POOL DOLLARS

Item No.	Event (Effective Date, Change Notice, Amendment)	Event Date	Adjusted Amount ("+", "-")	Remaining Amount
				\$

EXHIBIT C

SERVICE LEVEL AGREEMENT

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1.0 GENERAL

This Appendix C, Service Level Agreement (hereinafter SLA), sets forth the scope of, and Contractor's Service level commitment regarding the Maintenance and Support Services (M&S) for the Solution, including, but not limited to, M&S service levels for Hardware and Software support, correction of Deficiencies, warranties, and the County's remedies for Contractor's failure to meet the Service level commitment specified herein. This SLA is supplemental to the warranties and representations made in the Contract. Capitalized terms used in this SLA without definition will have the meanings given to such terms in the Contract.

2.0 SCOPE OF SERVICES

2.1 Description

Contractor must provide M&S services specified in the Contract, Exhibit A (Statement of Work) and this SLA, as more fully described in Paragraph 2.2 (Definitions) below.

2.2 Definitions

Customer Support: Has the meaning specified in Paragraph 4.1 (Scope of Support) below.

Disaster: A catastrophic event that results in Downtime or disruption of the Production Environment at the primary data center and requires Contractor to maintain an Active-Passive Disaster Recovery plan.

Disaster Recovery: A network configuration of independent nodes having the ability to replicate the Solution for real-time data recovery across the primary and secondary data centers instantaneously, as further described in Paragraph 4.4 (Business Continuity Strategy (Disaster Recovery)) of this SLA.

Downtime: The period of time that the Solution cannot be accessed due to the System being inaccessible. This excludes any scheduled downtime that has been mutually agreed to by both parties.

Incident: A circumstance or set of circumstances taken together, resulting in a failure to meet a Service level as required under Exhibit A (Statement of Work) and this SLA and which can result in a Downtime credit.

Maintenance Services: Any goods or Services provided under the Contract for maintaining the Solution. This includes, but is not limited to:

- a. Hardware Maintenance (e.g., Preventive Maintenance, and scheduled/unscheduled equipment repairs or replacement), and
- b. Software Maintenance (e.g., Preventive Maintenance, Software Upgrades, Updates, enhancements, patches, and other updates to the Solution Software, Solution Interface updates needed to maintain compatibility with the Solution, Solution security updates, and report design updates, as further outlined in Paragraph 3.0 (Maintenance Services) below.)

Preventive Maintenance: The regular inspection, cleaning, and replacement of System components in order to optimize System functionality and prevent any Unscheduled Downtime due to System failure.

Service Credits: Credits (or any other form of discount) to be applied to the applicable Service fees for Contractor's failure to timely resolve an Incident, or correct a Deficiency, including System Downtime.

Severity Level: The applicable Deficiency severity level assigned to each Incident, for purposes of correcting Deficiencies, as described in Paragraph 5.2 (Resolution of Deficiencies) below.

SLA (Service Level Agreement): Refers to this Exhibit C and describes Contractor's Service level commitment regarding System maintenance as required by the Contract and this SLA, including but not limited to, M&S Services, and any/all warranties specified in the Contract and/or this SLA.

Support Hours: Means 365/366 Days per year, 24 hours per Day, 7 Days per week, with no exceptions made for holidays.

Support Services: Contractor's provision to the County of Customer Support services and help-desk assistance, as applicable.

System Availability: Has the meaning specified in Paragraph 5.3 (Solution Availability Requirements) below.

System Performance: The performance of the System with respect to Response Time, System Availability and Disaster Recovery.

System Performance Requirements: The requirements for System Performance, as agreed to by the parties, pursuant to Paragraph 5.3 (Solution Availability Requirements) below.

Total Monthly Time: The total number of minutes during a calendar month, excluding Scheduled Downtime.

3.0 MAINTENANCE SERVICES

- 3.1 As part of System Maintenance, Contractor must provide Maintenance Services for all System Hardware delivered by Contractor to the County, and the Application Software, Interfaces, and Third-Party Software provided by Contractor to the County, as applicable, all as part of the Solution (hereinafter "Maintenance Services"), as provided herein.
- 3.2 Also, as part of Solution Maintenance, Contractor must provide Helpdesk support for all County-provided Third-Party Software, including the Operating System, transaction processing layer, and database layer of the entire System, as applicable, as provided herein.
- 3.3 Contractor must provide to the County a comprehensive program of scheduled Preventive Maintenance to ensure the County 24/7 uninterrupted availability of the Solution. The Preventive Maintenance program must include, but is not limited to:

- a. Hardware Preventive Maintenance including, but not limited to: inspections, cleaning, testing and connectivity, etc.
- b. Software Preventive Maintenance including, but not limited to: OS tuning, database tuning/compacting, error log reviews, error log purging, and security Software reviews, etc.

3.4 System Hardware

As part of Maintenance Services, Contractor must provide maintenance of the Solution's System Hardware infrastructure. Contractor must pass thru to the County all equipment warranties provided by the original equipment manufacturers at the point of sale. Contractor must repair, upgrade/replace, or oversee the repair, upgrade or replacement of, all System Hardware components as needed throughout the entire Term of the Contract to comply with the Solution Requirements and the warranties specified herein in this SLA and throughout the Contract.

3.4.1 As part of Contractor's Hardware Maintenance services for all Contractor-provided Solution Hardware, Contractor must:

- i. Inspect, clean, and test connectivity of all Hardware including connectivity between all redundant server nodes,
- ii. Utilize automated monitoring tools to monitor server operations at all installed sites, and report all Deficiencies to the County,
- iii. Agree with the County regarding the Severity Level of each identified Hardware Deficiency, and remedy the Deficiency in accordance with Paragraph 5.2 (Resolution of Deficiencies) below,
- iv. Provide technical support to administer and operate all System environments (e.g., Production, Training, Testing, and Business Continuity),
- v. Periodically test the System to ensure all data and configurations are automatically replicating (System backup) to each of the server sites as part of the Software Preventive Maintenance program, and
- vi. Annually test the System failover process. The County and Contractor must mutually agree on the appropriate date and time.

3.4.2 Technology Refresh

Upon completion of the second year of the Contract, following the Effective Date of the Contract, the County will have the option to initiate a Technology Refresh of the System provided by Contractor subject to the availability and approval of the necessary funding. The County must notify Contractor in writing at least ninety (90) days prior to the desired Technology Refresh date, confirming the availability and approval of the required funding for the Technology Refresh. Should the County elect not to proceed with the Technology Refresh, Contractor will not be liable for any System failures or performance issues arising from the continued use of the existing hardware beyond the second-year anniversary period. Additionally, should the County

elect not to proceed with the Technology Refresh, the parties agree to meet in good faith to discuss and negotiate suitable adjustments to metrics specified within this SLA to reflect the extended use of the hardware. Every five (5) years thereafter, should the Contract be extended beyond the original Term, a Technology Refresh will occur. Contractor must provide to the County a refreshment strategy to ensure the Solution will, at a minimum, meet the System performance requirements and ensure all hardware, software, and associated operating systems are fully supported. At the sole discretion of County Project Director, the Technology Refresh will be procured, delivered, and installed by Contractor as Optional Work. The actual date for the Technology will be as negotiated by the parties.

3.5 Application Software

- 3.5.1 Contractor must provide periodic Software Updates (“Updates”) to the Application Software to keep current with Contractor’s technology standards, industry standards, and Federal and California state mandates, and to maintain compatibility with the Solution Requirements, and with Third-Party Software, upgrades, updates, patches, bug fixes, etc. Contractor must timely deliver all Software Updates to the County, in accordance with this SLA and in coordination with County Project Manager.
- 3.5.2 Without limiting the other provisions of the Contract including, without limitation, the provisions of this SLA, such Updates must be provided to the County at least once every year, unless otherwise agreed-to by the County and Contractor. Contractor must notify the County, at least two weeks in advance, of all such updates to the Application Software prior to the anticipated installation date thereof. Contractor must test updates in the Test Environment. The County will assess impacts to its business processes, if any, and verify whether the updates were tested successfully. If so, Contractor must proceed with transitioning updates to the Production Environment. If not, Contractor must conduct additional testing, until the County verifies successful testing.
- 3.5.3 Notwithstanding, the County may choose at its sole discretion to not implement a particular Software Update. Contractor and the County will discuss the impacts and risks to the County, if any, for not implementing a particular Software Update. Contractor must roll back any Software Update to its prior version, as instructed by the County, when severe issues arise (as determined by both parties. Contractor must provide the County with a clearly defined configuration management plan (e.g., version control and source code control processes).
- 3.5.4 Contractor’s provision and installation of Software Updates (as defined in Paragraph 2.44 of the Contract) to the Application Software and all Third-Party applications are provided as part of Contractor’s annual M&S service delivery and will be at no additional cost to the County.
- 3.5.5 Any Updates necessary to remedy security problems in the System (e.g., closing “back doors” or other intrusion-related problems) must be provided

promptly following Contractor's knowledge of such problems. The County must also be notified in writing within no later than 24 hours of Contractor's knowledge of the existence of any intrusions or other security problems or breaches that may affect the integrity of the System Data or any other County data, subject to the provisions specified in Paragraph 17 (Security) of the Contract.

- 3.5.6 Contractor must install all Application software security patches not later than 14 Days from the initial/first time when Contractor is notified by either: 1) a Third-Party Software company, or 2) Department's data security office.

3.6 Solution Interfaces

Contractor must maintain and update all Solution Interfaces to remain compatible with all System Updates, as applicable.

3.7 Third-Party Software

- 3.7.1 As part of Maintenance Services, Contractor must provide Maintenance Services for all Third-Party Software included in the Solution and all the System Environments as described in the applicable project documentation or applicable Statement of Work, including but not limited to Operating Software, transaction processing software, database software, virtualization software, report-writer software, and other software installed in the Production Environments and Test/Train Environment that is not Contractor's Application Software. Contractor must update, upgrade, or replace these System Software components throughout the entire Term of the Contract to comply with the Solution Requirements and the warranties specified herein, and to support and be compatible with the Application Software including any Application Modifications provided by Contractor under the Contract.
- 3.7.2 Contractor must provide updates to the System Software to keep current with Contractor's technology standards, industry standards, updates to the Application Software and other Application Modifications, all in coordination with County Project Manager.
- 3.7.3 Contractor must utilize automated software provisioning tools to perform remote software patches and install Version Releases, including security and Windows updates. Contractor must test all Third-Party Software updates to the Solution in the Test Environment. The County will verify whether the updates were tested successfully. If so, Contractor must proceed with transitioning updates to all the System environments. If not, Contractor must conduct additional testing, until the County verifies successful testing. Contractor must roll back any Third-Party Software update to its prior Version, as instructed by the County, when Severity Level 1 and 2 issues arise.
- 3.7.4 Contractor must utilize industry-standard software configuration management tools for tracking and controlling changes in the Solution for all environments.

- 3.7.5 All third-party security patches must be delivered and installed monthly or as available, as part of regular maintenance, or sooner upon request from County Project Manager or the Department's data security office.
- 3.7.6 Contractor must provide all Third-Party Software maintenance for Third-Party Software included in the Solution for both the primary and secondary data centers, monthly or as requested by the County, as part of regular maintenance.
- 3.7.7 Furthermore, any Third-Party Application that may be incorporated into the Solution by Contractor and become part of the Application Software will be subject to the same System maintenance obligations and requirements as the Application Software components that are owned or are proprietary to Contractor.

3.8 Additional Products

- 3.8.1 Maintenance Services additionally include maintaining compatibility of the System Software with any Additional Products purchased directly from Contractor, that may be acquired by the County under the Contract as Optional Work. Contractor must provide price quotes as requested by Department for Additional Products. Additional Products will include the provision to the County of all accompanying and/or supporting Documentation at no additional cost to the County.
- 3.8.2 Prior to the installation of any Additional Product or any update thereto, Contractor must test and ensure such Additional Product's compatibility with the then-current version of the System Software including, without limitation, service packs and security patches, promptly upon their release. The County will validate the testing.

3.9 System Availability

Unless otherwise agreed to in advance by the County, Contractor must provide all Maintenance Services, including installation of Updates, with no Downtime. If Downtime occurs, Paragraph 5.4 (Solution Availability and Credits) of this SLA will apply. In the event that System Maintenance is required, Contractor must ensure that, during any such System Maintenance, the System Availability requirements of the Contract are met and that the Solution remains fully operational.

3.10 Business Continuity Strategy (Disaster Recovery)

As part of Support Services, Contractor must provide Disaster Recovery Services, throughout the entire Contract Term.

Contractor must maintain and implement an agreed-upon Disaster Recovery environment to ensure that the Solution is not interrupted during a declared disaster, including those relating to, but not limited to, Disaster Recovery procedures, security, personnel due-diligence, and training.

Upon occurrence or declaration of a force majeure event, Contractor will be subject to the following minimum Disaster Recovery requirements:

- i. Contractor will have complete responsibility for continuation of Service and restoration of the Solution, as applicable.
- ii. In the event of a force majeure declaration [see Paragraph 67 (Force Majeure) of the Contract], Contractor will be required to maintain regular and consistent communication with the County regarding the outage, and steps needed to restore the System and the Solution.
- iii. Contractor must configure the Solution to immediately failover to the next available data center to ensure 100% availability instantaneous with the occurrence of a force majeure event.

4.0 CORRECTION OF DEFICIENCIES

4.1 Identification of Deficiencies

Deficiencies may be identified either by Contractor's use of its own monitoring tools or discovered by the County. Upon discovery of a Deficiency by the County, the County will report the Deficiency and its Severity Level to Contractor's Customer Support for resolution in accordance with this SLA. Upon discovery of a Deficiency by Contractor, Contractor will report the Deficiency to County Project Manager. Regardless of the Deficiency discovery source, at all times, Contractor must keep the County informed on all identified Deficiencies. The parties must mutually agree to assign the appropriate severity Level to any Deficiency discovered by Contractor.

The severity Level of a Deficiency will be assigned according to the Severity Level definitions set forth in Paragraph 4.2.1 (Problem Correction Priorities) of this SLA. Based on Contractor's proposed solution and/or workaround(s) for the Deficiency, the County may reevaluate, and escalate or downgrade the Severity Level of the Deficiency, pursuant to Paragraph 4.2.3 (Severity Level Adjustment) of this SLA.

4.2 Resolution of Deficiencies

4.2.1 Problem Correction Priorities

For each Deficiency reported by the County to Contractor, the County will assign the Severity Level to that Deficiency. For each Deficiency discovered by Contractor by its own problem monitoring system, Contractor will initially assign that Deficiency's Severity Level in consultation with the County.

Following a report of a Deficiency from the County, Contractor must respond back to the County within the prescribed "Service Response Timeframe" and resolve each such Deficiency within the specified "Service Resolution Time" as specified in the table below.

Following the report of a Deficiency by Contractor, Contractor must resolve each such Deficiency within the specified "Resolution Time" based on the Severity Level agreed-to by the parties.

Resolution times for correction of Deficiencies reported by the County will start tolling when the County first notifies Contractor of a Deficiency by telephone or as otherwise specified herein, including Contractor's Customer

Support, and will end when the County determines that the Deficiency has been resolved.

Conversely, resolution times for correction of Deficiencies reported by Contractor to the County will start tolling when Contractor should have notified or first notifies the County of a Deficiency by telephone or as otherwise specified herein, including Contractor’s Customer Support, and will end when the County determines that the Deficiency has been resolved.

Severity Level	Description of Deficiency (any one of the following)	Service Response Timeframe	Service Resolution Time
1 Critical	Product Failure/Loss of Service (loss of more than 50% of console/radio/telephone capacity): This class of problem is a threat to public safety. It is service affecting and an on-going critical problem, which requires immediate action. “Service affecting” means the Customer is unable to properly perform its duties and no work-around is available. Severity Level 1 problems involve a System failure that renders the System inoperable or significantly reduces system operability.	1 Hour Credits applied for each hour thereafter an ‘Incident’	Resolve Incident or formulate reasonable workaround within four consecutive hours. Credits double for all hours thereafter. Each hour an ‘Incident’.
2 Severe	Severely Impaired Functionality (loss of more than 10% and up to 50% of console/radio/telephone capacity): This class of problem is feature affecting and an on-going problem that requires immediate action. “Feature affecting” means loss of a feature that limits the ability of the Customer to perform duties while the core abilities are unaffected. Severity Level 2 problems involve the loss of functionality of non-critical functional components or features, while the System itself remains operable. Severity Level 2 involves a major impact such as a loss of more than 10% and up to 50% of console/radio/telephone capacity or the loss of a major functionality (e.g., no delivery of MDC IDs).	2 Hours Credits applied for each hour thereafter an ‘Incident’	Resolve Incident or formulate reasonable workaround within two consecutive Days. Credits double for all hours thereafter. Each hour an ‘Incident’.
3 Non-critical	Non-critical system failure (loss of 10% or less of console/radio/telephone capacity): This class of problems requires action from the Call Center within a short time. Severity Level 3 problems may cause performance degradation or system components to malfunction. Severity Level 3 may involve more than one console/radio/telephone not functioning.	4 Hours Credits applied for each hour thereafter an ‘Incident’	Resolve Incident within five consecutive Days. Credits commence on Day six for each Day thereafter, 8am-5pm. Each Day thereafter an ‘Incident’.

Severity Level	Description of Deficiency (any one of the following)	Service Response Timeframe	Service Resolution Time
4 Minor	Minor Issue: This class of problems is non-service affecting and includes problems such as incorrect operation of a minor functionality or System component that is infrequently used, problems that have feasible workarounds available, such as a single console position or radio/phone line down.	1 Business Day Credits applied for each Business Day 8am-5pm thereafter an 'Incident'	Resolve Incident within eight Business Days. Credits commence on Day nine for each Day thereafter, 8am-5pm. Each Day thereafter an 'Incident'.
5 Inquiry	Inquiry: Question regarding the operation of the equipment or future reconfiguration work.	3 Business Days	Resolve Incident within a time frame agreed to by the parties.

4.2.2 Problem Resolution Process

For any Deficiency reported by the County or discovered by Contractor, Contractor must immediately commence corrective action. Contractor must correct all Deficiencies within the resolution times specified above. Contractor must also immediately commence to develop a workaround or a fix for any Severity Level 1 or Severity Level 2 Deficiency (hereinafter "Major Deficiency"). The County and Contractor must agree on the Deficiency resolution, whether by a permanent solution or a temporary workaround, as determined by the County.

Contractor must provide the best level of effort to correct all Deficiencies and, in particular, Major Deficiencies, within the prescribed resolution times. In the event that Contractor fails to correct a Deficiency within the prescribed resolution time, Contractor must provide the County with a written or electronic report that includes a detailed explanation of the status of such Deficiency, preliminary actions taken, detailed mitigation plans and an estimated time for completing the correction of such Deficiency. This process will be repeated until the Deficiency is resolved, and the resolution is approved by County Project Manager. The parties will jointly cooperate during this period.

4.2.3 Severity Level Adjustment

The County may escalate or downgrade the Severity Level of a Deficiency if the Deficiency meets the definition of the Severity Level as escalated or downgraded. A Deficiency may also be mutually escalated by the County and Contractor if the Deficiency persists or reoccurs, as determined by County Project Manager. At the time the Deficiency is escalated or downgraded, an appropriate timeline will be applied for resolution of such Deficiency in accordance with Paragraph 4.2.1 (Problem Correction Priorities) above. Contractor may request an exception to the prescribed timeline when there are extenuating circumstances. Such request may or

may not be granted at the sole and absolute discretion of County Project Manager.

If a workaround may be provided by Contractor for a Deficiency, the County and Contractor may agree to downgrade the Severity Level of such Deficiency until an agreed-upon date. If a permanent fix is not provided by such agreed-upon date, the County will have sole discretion to escalate the Severity Level back to the original Severity Level or higher, as provided herein.

4.3 Solution Availability Requirements

Unscheduled System Downtime is not permissible under the Contract. Nonetheless, should a circumstance of such severity require Downtime, the County and Contractor must mutually agree on the appropriate date and time.

The Solution must meet the Solution availability requirements specified below, including, but not limited to, those relating to Major Deficiencies and System Availability, as specified in this SLA. All Solution Downtime will be deemed a Major Deficiency for the purpose of the correction of Deficiencies and other County remedies. All Major Deficiencies, for purposes of this Paragraph 4.3, will be considered Solution Downtime, and will be subject to the Service Credits stated below.

4.4 Solution Availability and Credits

The Solution must be operational at 100% availability. Performance will be measured monthly. In the event Contractor fails to meet the availability requirements, Contractor must provide Service Credits to the County as follows:

SYSTEM AVAILABILITY (% OF SERVICE MONTH)	SERVICE RESPONSE/RESOLUTION AND/OR DOWNTIME RANGE / MONTH	SERVICE CREDITS (%OF MONTHLY FEE FOR APPLICABLE SERVICE MONTH)
=> 99.9% and <= 100%	0.00 – 1.00 hours	2.5%
=> 98.9% and < 99.9%	1.01 – 8.00 hours	5%
=> 97.9% and < 98.9%	8.01 –15.00 hours	20%
=> 95.9% and < 97.5%	15.01 – 29.00 hours	35%
=> 93.9% and < 95.9%	29.01 – 44.00 hours	45%
=>91.9% and < 93.9%	44.01 – 58.00 hours	50%
=>89.9% and < 91.9%	58.01 – 72.00 hours	60%
=>87.9% and < 89.9%	72.01 – 87.00 hours	75%
and < 87.9%	Beyond 87.01 hours	Fee Waived for that Month

System Availability will be calculated as follows:

$$\text{System Availability} = (\text{Total Monthly Hours required availability} - \text{Unscheduled Downtime}) \div \text{Total Monthly Time}$$

EXAMPLES:

- Case #1: June has 720 hours; System was 'lights-out' for 8 minutes.
8/60 = .134 hours Solution Downtime
720 - .134=719.866 hours, System was 'Available'
719.866 / 720 = .9998138 = 99.981% Availability (2.5% Svc Credits Assessed)
- Case #2: June has 720 hours; System had a reported Severity Level 2 Deficiency which required 4 hours to remedy.
4 hours Solution Downtime
720 - 4=716 hours, System was 'Available'
716 / 720 = .9944 = 99.4% Availability (5% Svc Credits Assessed)
- Case #3: June has 720 hours; System has a reported Severity Level 2 Deficiency which required 6 hours to remedy.
6 hours to remedy = 8 hours of Solution Downtime [4 hours + 4 hours (2 hours "doubled")]
720 - 8=712 hours, System was 'Available'
712 / 720 = .9889 = 98.8% Availability (20% Svc Credits Assessed)
- Case #4: June has 720 hours; System had a reported Severity Level 3 Deficiency, and Contractor took 10 hours to respond.
10 hour response time = 2 hours of Delayed Response/Resolution
720-2=718 hours, Delayed Service Response/Resolution
718/720=.9972=99.7% (5% Svc Credits Assessed)

COUNTY'S ADMINISTRATION

CONTRACT NO.: _____

COUNTY PROJECT DIRECTOR:

Name: David Sum

Title: Captain

Address: 1277 North Eastern Avenue

Los Angeles, CA 90063

Telephone: 323-881-8001

Facsimile: 323-415-1093

E-Mail Address: dcsun@lasd.org

COUNTY PROJECT MANAGER:

Name: Marshall Yelverton

Title: Lieutenant

Address: 1277 North Eastern Avenue

Los Angeles, CA 90063

Telephone: 323-881-8002

Facsimile: n/a

E-Mail Address: mryelver@lasd.org

CONTRACT COMPLIANCE MANAGER:

Name: Alesia Fuller

Title: Administrative Services Manager I

Address: 211 West Temple Street, 6th Floor

Los Angeles, CA 90012

Telephone: 213-229-3254

Facsimile: 323-415-3998

E-Mail Address: awfuller@lasd.org

CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S NAME:** ZETRON, INC.**CONTRACT NO.:** _____**CONTRACTOR'S PROJECT MANAGER:**Name: Tad CoynerTitle: Principal Systems EngineerAddress: 6812 185th Ave NERedmond, WA 98052Telephone: 425-820-6363

Facsimile: _____

E-Mail Address: tad.coyner@zetron.com**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**Name: Scott FrenchTitle: PresidentAddress: 6812 185th Ave NETelephone: 425-820-6363

Facsimile: _____

E-Mail Address: scott.french@zetron.comName: Steven BegedaTitle: Vice President, Global Strategic SalesAddress: 6812 185th Ave NERedmond, WA 98052Telephone: 206-910-0918

Facsimile: _____

E-Mail Address: steve.begeda@zetron.com**Notices to Contractor shall be sent to the following:**Name: Steven BegedaTitle: Vice President, Global Strategic SalesAddress: 6812 185th Ave NERedmond, WA 98052Telephone: 206-910-0918

Facsimile: _____

E-Mail Address: steve.begeda@zetron.com

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

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

CONTRACTOR NAME: ZETRON, INC. Contract No.: _____

GENERAL INFORMATION:

Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced Contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of their performance of work under the above-referenced Contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation,

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced Contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress, including termination of the Contract.

COPYRIGHT ASSIGNMENT AGREEMENT

Contractor and Contractor's Staff agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by Contractor and Contractor's Staff in whole or in part pursuant to the above referenced Contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, Contractor and Contractor's Staff hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, Contractor and Contractor's Staff agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject them to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: 

DATE: 6 / 4 / 24

PRINTED NAME: Scott French

TITLE OF ITS AUTHORIZED REPRESENTATIVE: President & Executive GM

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

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

CONTRACTOR NAME: ZETRON, INC. Contract No.: _____

EMPLOYEE NAME: _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Contract between my employer and the

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

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

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

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced Contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress, including but not limited to my removal from working on the Contract.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

TITLE OF ITS AUTHORIZED REPRESENTATIVE: _____

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT,
CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT**

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

CONTRACTOR NAME: ZETRON, INC. Contract No.: _____

NON-EMPLOYEE NAME: _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Contract between the above-referenced

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT,
CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT**

Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

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

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this Contract or termination of my services hereunder, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced Contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress, including but not limited to my removal from working on the Contract.

SIGNATURE: _____

DATE: ____ / ____ / ____

PRINTED NAME: _____

TITLE OF ITS AUTHORIZED REPRESENTATIVE: _____

SAFELY SURRENDERED BABY LAW

**THERE'S A BETTER CHOICE.
SAFELY SURRENDER YOUR BABY.**

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



SAFELY SURRENDERED BABY LAW

Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

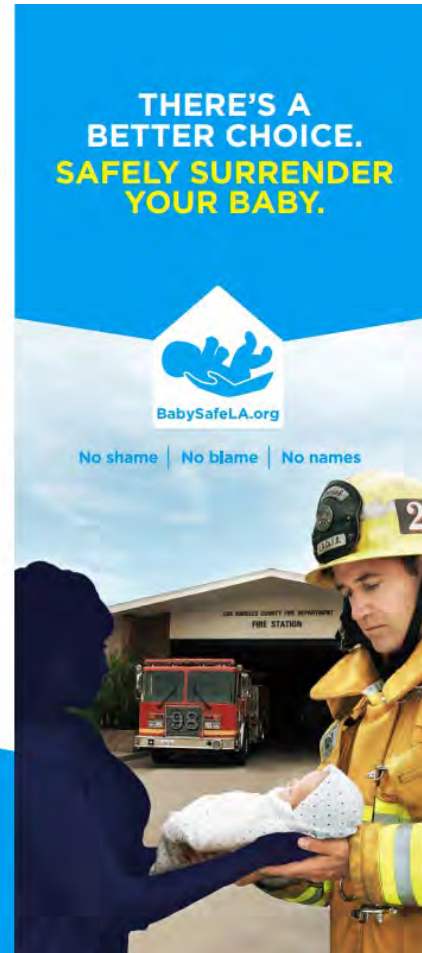
In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org



SAFELY SURRENDERED BABY LAW



FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

COUNTY - INFORMATION SECURITY AND PRIVACY REQUIREMENTS

The County of Los Angeles ("County") is committed to safeguarding the Integrity (as defined below) 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 Contractor's commitment and agreement to fulfill each of their respective obligations under applicable local, 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 Contractor before the Effective Date of the Contract and maintained throughout the term of the Contract.

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 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 Contract by Contractor, entitling the County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. To the extent there are conflicts between this Exhibit and the Contract, this Exhibit will prevail unless stated otherwise.

1. DEFINITIONS

Unless otherwise defined in the Contract, 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.

COUNTY - INFORMATION SECURITY AND PRIVACY 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.** 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 Contract.

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.

Contractor must exercise the same degree of care in safeguarding and protecting County

COUNTY - INFORMATION SECURITY AND PRIVACY REQUIREMENTS

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

Contractor's Information Security Program must:

- Protect the Confidentiality, Integrity, and Availability of County Information in 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 Contractor.

- b. **Privacy Program.** 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. 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. 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. Contractor's Privacy Program must perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

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

Contractor's Privacy Program must include:

- A Privacy Program framework that identifies and ensures that 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.

COUNTY - INFORMATION SECURITY AND PRIVACY REQUIREMENTS

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 will not be used by Contractor for any purpose other than as required under this Contract, nor will such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by Contractor, or commercially exploited or otherwise used by, or on behalf of, Contractor, its officers, directors, employees, or agents. Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to 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. Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contractor owns, leases or possesses.

4. CONTRACTOR'S USE OF COUNTY INFORMATION

Contractor may use County Information only as necessary to carry out its obligations under this Contract. Contractor will collect, maintain, or use County Information only for the purposes specified in the Contract 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 local, state and federal law governing the protection of personal Information, (ii) any local, state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

5. SHARING COUNTY INFORMATION AND DATA

Contractor 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

Refer to Paragraph 7.6 (Confidentiality) and Exhibit H2 (Departmental Information Security Requirements) of the Contract.

7. SUBCONTRACTORS AND THIRD PARTIES

The County acknowledges that in the course of performing its services, Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms of this Exhibit will also apply to all Subcontractors and third parties. Contractor or third party will be subject to the following terms and conditions: (i) each third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable Contractor to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Contract including this Exhibit; and (ii) Contractor will be and remain fully liable for the acts and

COUNTY - INFORMATION SECURITY AND PRIVACY REQUIREMENTS

omissions of each Subcontractor and third party, and fully responsible for the due and proper performance of all Contractor obligations under this Contract.

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

8. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information must be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, Contractor will encrypt all workstations, portable devices (such as mobiles, 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.

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

In addition, any cloud storage of County information will reside in CJIS compliant cloud providers only. All mobile devices storing County Information will 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.

9. DESTRUCTION OF COUNTY INFORMATION

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

- a. **Return or Destruction.** Upon the County's written request, or upon expiration or termination of this Contract for any reason, Contractor must (i) promptly destroy, all originals and copies of all documents and materials it has received containing County Information; or (ii) if destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Contract. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b. below of this Section.
- b. **Method of Destruction.** Contractor will 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. 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

COUNTY - INFORMATION SECURITY AND PRIVACY REQUIREMENTS

will be sent to the designated County contract manager within ten Days of termination or expiration of the Contract or at any time upon the County's request. On termination or expiration of this Contract, 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 Contractor hereunder), at the County's option.

10. 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.

11. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

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 13 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.

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 Contractor makes backups to removable media (as described in Section 8 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups must be encrypted in compliance with the encryption requirements noted above in Section 8 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

12. ACCESS CONTROL

Subject to and without limiting the requirements under Section 8 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Contract 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 8 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements will apply to back-up media stored by Contractor at off-site facilities.

COUNTY - INFORMATION SECURITY AND PRIVACY REQUIREMENTS

Contractor must implement formal procedures to control access to the 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. 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. Contractor will record, review and act upon all events in accordance with Incident response policies set forth in Section 13 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 8 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, Contractor must ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 8 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

13. SECURITY AND PRIVACY INCIDENTS

In the event of a Security or Privacy Incident, 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 will be submitted via encrypted email and telephone.

County Chief Information Security Officer and Chief Privacy Officer email

CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:

Jeffrey Aguilar
Chief Information Security Officer
320 W. Temple Street, 7th Floor, Los Angeles, CA 90012
(213) 253-5659

Chief Privacy Officer:

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

COUNTY - INFORMATION SECURITY AND PRIVACY REQUIREMENTS

Departmental Information Security Officer:

Fransiscus X. Gunawan (DISO)
Departmental Information Security Officer
12440 Imperial Hwy., Suite 400 E., Norwalk, CA 90650
(562) 345-4181

- 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,
 - 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, and
 - 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 Contractor, and unless prohibited by law, Contractor will 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 Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

Notwithstanding any other provisions in the Contract and this Exhibit, 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 Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

14. NON-EXCLUSIVE EQUITABLE REMEDY

Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the County, and therefore, that upon any such breach,

COUNTY - INFORMATION SECURITY AND PRIVACY REQUIREMENTS

the County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to additional remedies available within law or equity. Any breach of Confidentiality as outlined in Paragraph 7.6 (Confidentiality) and Exhibit H2 (Departmental Information Security Requirements) of the Contract, constitutes a material breach of this Contract and will be grounds for immediate termination of this Contract at the exclusive discretion of the County.

15. AUDIT AND INSPECTION

Refer to Exhibit H2 (Departmental Information Security Requirements) of the Contract.

COUNTY - INFORMATION SECURITY AND PRIVACY REQUIREMENTS

ADDENDUM A: CONTRACTOR HARDWARE CONNECTING TO COUNTY SYSTEMS

Notwithstanding any other provisions in this Contract, Contractor must ensure the following provisions and security controls are established for any and all Systems or Hardware provided under this Contract.

- a. **Inventory:** Contractor must actively manage, including through inventory, tracking, loss prevention, replacement, updating, and correcting, all hardware devices covered under this Contract. Contractor must be able to provide such management records to the County at inception of the Contract and anytime upon request.
- b. **Access Control:** Contractor agrees to manage access to all Systems or Hardware covered under this Contract, so long as County maintains an active and fully paid Maintenance & Support plan. This includes industry-standard management of administrative privileges including, but not limited to, maintaining an inventory of administrative privileges, changing default passwords, use of unique passwords for each individual accessing Systems or Hardware under this Contract, and minimizing the number of individuals with administrative privileges to only those strictly necessary. Prior to effective date of this Contract, Contractor must document their access control plan for Systems or Hardware covered under this Contract and provide such plan to the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO) for review and approval. Contractor must modify and/or implement such plan as directed by the DISO and CISO.
- c. **Operating System and Equipment Hygiene:** Contractor agrees to ensure that Systems or Hardware will be kept up to date, using only the most recent and supported operating systems, applications, and programs, including any patching or other solutions for vulnerabilities, within 90 Days of the release of such updates, upgrades, or patches. Contractor agrees to ensure that the operating system is configured to eliminate any unnecessary applications, services and programs. If for some reason Contractor cannot do so within 90 Days, Contractor must provide a Risk assessment to the Department DISO.
- d. **Vulnerability Management:** Contractor agrees to continuously acquire, assess, and take action to identify and remediate vulnerabilities within the Systems and Hardware covered under this Contract. If such vulnerabilities cannot be addressed, Contractor must provide a Risk assessment to the Department DISO who will consult with the County's CISO. The County's CISO must approve the Risk acceptance and Contractor accepts liability for Risks that result to the County for exploitation of any un-remediated vulnerabilities.
- e. **Media Encryption:** Throughout the duration of this Contract, Contractor will encrypt all workstations, portable devices (e.g., mobiles, wearables, tablets,) and removable media (e.g., portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) associated with Systems and Hardware provided under this Contract in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise required or approved by the Department DISO.
- f. **Malware Protection:** Contractor will provide and maintain industry-standard endpoint antivirus and anti-malware protection on all Systems and Hardware as approved or required in Exhibit A(Statement of Work) and Exhibit C (Service Level Agreement) to the Contract. The Department DISO will consult with the County's CISO to ensure provided hardware is free, and remains free of malware. Contractor agrees to provide the County documentation proving malware protection status upon request.

DEPARTMENTAL INFORMATION SECURITY REQUIREMENTS

This Exhibit H2 sets forth information security procedures to be established by Contractor before the effective date of the Contract and maintained throughout the term of the Contract. These procedures are in addition to the requirements of the Contract. They present a minimum standard only. However, it is Contractor's sole obligation to: (i) implement appropriate measures to secure its systems and data, including Personal Information, Protected Health Information and County's Confidential Information, against internal and external threats and risks; and (ii) continuously review and revise those measures to address ongoing threats and risks. Failure to comply with the minimum standards set forth in this Exhibit H2 will constitute a material, non-curable breach of the Contract by Contractor, entitling County, in addition to and cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. Unless specifically defined in this Exhibit H2, capitalized terms have the meanings set forth in the Contract.

1. SECURITY POLICY

Contractor must establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards and procedures (collectively "**Information Security Policy**"). The Information Security Policy will be communicated to all Contractor personnel in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks.

2. PERSONNEL AND CONTRACTOR PROTECTIONS

Contractor must screen and conduct background checks on all Contractor personnel who will have access to County's Confidential Information, including Personally Identifiable Information and Protected Health Information, for potential security risks and require all employees and contractors to sign an appropriate written confidentiality/non-disclosure agreement. All agreements with third parties involving access to Contractor's systems and data, including all outsourcing arrangements and maintenance and support agreements (including facilities maintenance), will specifically address security risks, controls, and procedures for information systems. Contractor must supply each of its Contractor personnel with appropriate, ongoing training regarding information security procedures, risks, and threats. Contractor must have an established set of procedures to ensure Contractor personnel promptly report actual and/or suspected breaches of security.

3. REMOVABLE MEDIA

Except in the context of Contractor's routine back-ups or as otherwise specifically authorized by the County in writing, Contractor must institute strict security controls, including encryption of Removable Media (as defined below), to prevent transfer of Personally Identifiable Information and Protected Health Information to any form of Removable Media. For purposes of this Exhibit H2, "**Removable Media**" means portable or removable hard disks, floppy disks, USB memory drives, zip disks, optical disks, CDs, DVDs, digital film, digital cameras, memory cards (e.g., Secure Digital (SD), Memory Sticks (MS), CompactFlash (CF), SmartMedia (SM), MultiMediaCard (MMC), and xD-Picture Card (xD)), magnetic tape, and all other removable data storage media.

4. STORAGE, TRANSMISSION AND DESTRUCTION OF PROTECTED HEALTH INFORMATION

All Protected Health Information will be rendered unusable, unreadable, or indecipherable to unauthorized individuals in accordance with the Health Insurance Portability and

DEPARTMENTAL INFORMATION SECURITY REQUIREMENTS

Accountability Act of 1966 (HIPAA), as amended and supplemented by the Health Information Technology for Economic and Public Health Act (HITECH). Without limiting the generality of the foregoing, Contractor will encrypt all workstations and portable devices (e.g., mobiles, wearables, tablets, thumb drives, external hard drives) that store County's Confidential Information (including Protected Health Information) in accordance with Federal Information Processing Standard (FIPS) 140-2. Contractor will encrypt County's Confidential Information transmitted on networks outside of Contractor's control with Secure Socket Layer (SSL or TLS), at a minimum, cipher strength of 256 bit. If County's Confidential Information is no longer required to be retained by Contractor under the Contract and applicable law, Contractor will destroy such information by: (a) shredding or otherwise destroying paper, film, or other hard copy media so that the information cannot be read or otherwise cannot be reconstructed; and (b) clearing, purging, or destroying electronic media containing Protected Health Information consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the Protected Health Information cannot be retrieved. Contractor will not store County's Confidential Information (including Protected Health Information) in the cloud or in any other online storage provider.

All mobile devices storing County's Confidential Information (including Protected Health Information) must be managed by a Mobile Device Management system. All workstations, PCs, laptops, and tablets will maintain the latest security patches and have the latest virus definitions. Virus scans should be run daily and logged.

5. DATA CONTROL; MEDIA DISPOSAL AND SERVICING

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

6. HARDWARE RETURN

Upon termination or expiration of the Contract at any time upon the County's request, Contractor must return all hardware, if any, provided by the County containing Personally Identifiable Information, Protected Health Information, or County's Confidential Information to the County. The Personally Identifiable Information, Protected Health Information, and County's Confidential Information should not be removed or altered in any way. The hardware should be physically sealed and returned via a bonded courier or as otherwise directed by the County. In the event the hardware containing County's Confidential Information or Personally Identifiable Information is owned by Contractor or a third party, a notarized statement, detailing

DEPARTMENTAL INFORMATION SECURITY REQUIREMENTS

the destruction method used and the data sets involved, the date of destruction, and the company and/or individual who performed the destruction will be sent to a designated County security representative within 15 days of termination or expiration of the Contract or at any time upon the County's request. Contractor's destruction or erasure of Personal Information and Protected Health Information pursuant to this Section will be in compliance with industry Best Practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization).

7. PHYSICAL AND ENVIRONMENTAL SECURITY

Contractor facilities that process Personally Identifiable Information, Protected Health Information, or County's Confidential Information must be housed in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

8. COMMUNICATIONS AND OPERATIONAL MANAGEMENT

Contractor must: (i) monitor and manage all of its information processing facilities, including without limitation, implementing operational procedures, change management and incident response procedures; (ii) deploy adequate anti-viral software and adequate back-up facilities to ensure essential business information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures will be adequately documented and designed to protect information, computer media, and data from theft and unauthorized access.

9. ACCESS CONTROL

Contractor must implement formal procedures to control access to its systems, services, and data, including but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services will be controlled, including but not limited to, the use of properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including but not limited to, authentication, authorization, and event logging;
- c. Applications will include access control to limit user access to information and application system functions; and
- d. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Contractor will record, review and act upon all events in accordance with incident response policies set forth below.

10. SECURITY INCIDENT

A "Security Incident" means the successful unauthorized access, use, disclosure, modification or interference with system operations in an information system.

- a. Contractor will promptly notify (but in no event more than twenty-four (24) hours after the detection of a Security Incident) the designated County security contact by telephone and subsequently via written letter of any potential or actual security attacks or Security Incidents.
- b. The notice must include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the

DEPARTMENTAL INFORMATION SECURITY REQUIREMENTS

occurrence. A Security Incident includes instances in which internal personnel access systems in excess of their user rights or use the systems inappropriately.

- c. Contractor will provide a report of all Security Incidents noting the corrective actions taken to mitigate the Security Incidents. This will be provided via a written letter to the County security representative as part of Contractor's annual audit or as reasonably requested by the County. The County or its third-party designee may, but is not obligated, perform audits of Contractor's environment that may include, but are not limited to, interviews of relevant personnel, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of Personally Identifiable Information, Protected Health Information, and County's Confidential Information.
- d. The County reserves the right to view, upon request, summary results (i.e., the number of high, medium and low vulnerabilities) and related corrective action schedule for which Contractor has undertaken on its behalf to assess Contractor's own network security. If requested, copies of these summary results and corrective action schedules will be sent to the County security contact.

11. CONTRACTOR SELF AUDIT

As part of Contractor's annual audit or upon the County's request, Contractor will provide to the County a summary of: (1) the results of any security audits, security reviews, or other relevant audits listed below, conducted by Contractor or a third party; and (2) the corrective actions or modifications, if any, Contractor will implement in response to such audits.

Relevant audits conducted by Contractor as of the Effective Date must include:

- a. ISO 27001:2013 (Information Security Management) or FDA's Quality System Regulation, etc. – Contractor-wide. A full recertification is conducted every three (3) years with surveillance audits annually.
 - (i) **External Audit** – Audit conducted by non-Contractor personnel, to assess Contractor's level of compliance to applicable regulations, standards, and contractual requirements.
 - (ii) **Internal Audit** – Audit conducted by qualified Contractor Personnel (or contracted designee) not responsible for the area of review, of Contractor organizations, operations, processes, and procedures, to assess compliance to and effectiveness of Contractor's Quality System ("CQS") in support of applicable regulations, standards, and requirements.
 - (iii) **Supplier Audit** – Quality audit conducted by qualified Contractor Personnel (or contracted designee) of product and service suppliers contracted by Contractor for internal or Contractor client use.
 - (iv) **Detailed findings** – are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to the County as provided above and the ISO certificate is published on Buck Consultants LLC.
- b. SSAE-16 (formerly known as SAS -70 II) – As to the Hosting Services only:
 - (i) Audit spans a full twelve (12) months of operation and is produced annually.
 - (ii) The resulting detailed report is available to the County.

DEPARTMENTAL INFORMATION SECURITY REQUIREMENTS

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

12. SECURITY AUDITS

In addition to the audits described in Section 11 (Contractor Self Audit), during the term of this Contract, the County or its third-party designee may annually, or more frequently as agreed in writing by the parties, request a security audit of Contractor's systems. The audit will take place at a mutually agreed time by the parties, but in no event on a date more than 90 days from the date of the request by the County. The County's request for security audit will specify the areas (e.g., Administrative, Physical and Technical) that are subject to the audit and may include but not limited to physical controls, inspection, process reviews, policy reviews, evidence of external and internal vulnerability scans, evidence of code reviews, and evidence of system configuration and audit log reviews. The County will pay for all third-party costs associated with the audit. It is understood that summary data of the results must be filtered to remove the specific information of other Contractor customers such as IP address, server names, etc.

Contractor will cooperate with the County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. Any of the County's regulators will have the same right upon request, to request an audit as described above. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

13. CONFIDENTIALITY

- a. **Confidential Information.** Contractor agrees that all information supplied by its affiliates and agents to the County including, without limitation, (a) any information relating to the County's customers, patients, business partners, or personnel; (b) Personally Identifiable Information (as defined below); and (c) any HIPAA and -HITECH, will be deemed confidential and proprietary to the County, regardless of whether such information was disclosed intentionally or unintentionally or marked as "confidential" or "proprietary" ("Confidential Information"). To be deemed "Confidential Information," trade secrets and mask works must be plainly and prominently marked with restrictive legends.
- b. **County Data.** All of County's Confidential Information, data, records and information of the County to which Contractor has access, or otherwise provided to Contractor under this Contract, is and will remain the property of the County and the County retains exclusive rights and ownership thereto. The County Data may not be used by Contractor for any purpose other than as required under this Contract, nor may such data or any part of such data be disclosed, sold, assigned, leased or otherwise disposed of to third parties by Contractor or commercially exploited or otherwise used by or on behalf of Contractor, its officers, directors, employees, or agents.
- c. **Non-Exclusive Equitable Remedy.** Subject to the limitations and other applicable provisions set forth in the Contract, Contractor acknowledges and agrees that due to the unique nature of Confidential Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach or threatened breach may result in irreparable harm to the County, and therefore, that upon any such breach or any threat thereof, the County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies either of them might have at law or equity.

DEPARTMENTAL INFORMATION SECURITY REQUIREMENTS

Any breach of this Section 13 (Confidentiality) will constitute a material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of the County.

- d. **Personally Identifiable Information.** “Personally Identifiable Information” means any information that identifies a person, including but not limited to, name, address, email address, passwords, account numbers, social security numbers, credit card information, personal financial or healthcare information, personal preferences, demographic data, marketing data, credit data, or any other identification data. For the avoidance of doubt, Personally Identifiable Information includes, but not be limited to, all “nonpublic personal information,” as defined under the Gramm-Leach-Bliley Act (15 United States Code (“U.S.C.”) §6801 et seq.), Protected Health Information, and “Personally Identifiable Information” as that term is defined in EU Data Protection Directive (Directive 95/46/EEC) on the protection of individuals with regard to processing of personal data and the free movement of such data.
 - i. **Personally Identifiable Information.** In connection with this Contract and performance of the services, Contractor may be provided or obtain, from the County or otherwise, Personally Identifiable Information pertaining to County’s current and prospective personnel, directors and officers, agents, investors, patients, customers, and incarcerated persons and may need to process such Personally Identifiable Information and/or transfer it, all subject to the restrictions set forth in this Contract and otherwise in compliance with all applicable foreign and domestic laws and regulations for the sole purpose of performing the services.
 - ii. **Treatment of Personally Identifiable Information.** Without limiting any other warranty or obligations specified in this Contract, and in particular the Confidentiality provisions of the Contract, during the term of this Contract and thereafter in perpetuity, Contractor will not gather, store, log, archive, use, or otherwise retain any Personally Identifiable Information in any manner and will not disclose, distribute, sell, share, rent, or otherwise retain any Personally Identifiable Information to any third party, except as expressly required to perform its obligations in this Contract or as Contractor may be expressly directed in advance in writing by the County. Contractor represents and warrants that Contractor will use and process Personally Identifiable Information only in compliance with (a) this Contract, (b) the County’s then current privacy policy, and (c) all applicable local, state, and federal laws and regulations (including, but not limited to, current and future laws and regulations relating to spamming, privacy, confidentiality, data security, and consumer protection).
 - iii. **Retention of Personally Identifiable Information.** Contractor will not retain any Personally Identifiable Information for any period longer than necessary for Contractor to fulfill its obligations under this Contract. As soon as Contractor no longer needs to retain such Personally Identifiable Information in order to perform its duties under this Contract, Contractor will promptly return or destroy or erase all originals and copies of such Personally Identifiable Information as required by this Contract.
- e. **Return of Confidential Information.** On the County’s written request or upon expiration or termination of this Contract for any reason, Contractor will promptly: (a) return or destroy all originals and copies of all documents and materials it has received containing County’s Confidential Information; and (b) if return or destruction is not permissible under applicable law, continue to protect such information in accordance with the terms of this Contract,

DEPARTMENTAL INFORMATION SECURITY REQUIREMENTS

and provide a notarized written statement to the County certifying that all documents and materials referred to in Subsections 13(a) and (b) above have been delivered to the County or destroyed, as requested by the County. On termination or expiration of this Contract, the County will return or destroy all Contractor's Confidential Information (excluding items licensed to the County hereunder or that are required for use of the Deliverables and/or the Software), at Contractor's option.

COMPLIANCE WITH DEPARTMENTAL ENCRYPTION REQUIREMENTS

Contractor is required to provide information about its encryption practices with respect to Personal Information, Protected Health Information, Medical Information, and any other information described in Exhibit H2 (Departmental Information Security Requirements) to the Contract by completing this Exhibit H3. By signing this Exhibit H3, Contractor certifies that it will be in compliance with the Los Angeles County Board of Supervisors Policy 5.200 (Contractor Protection of Electronic County Information) upon the Effective Date and during the Term of the Contract.

COMPLIANCE QUESTIONS	DOCUMENTATION AVAILABLE			
	YES	NO	YES	NO
1) Will County data stored on your workstation(s) be encrypted? <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2) Will County data stored on your laptop(s) be encrypted? <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3) Will County data stored on removable media be encrypted? <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4) Will County data be encrypted when transmitted? <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5) Will Contractor maintain a copy of any validation/attestation reports generated by its encryption tools? <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6) Will County data be stored on remote servers*? <i>*cloud storage, Software-as-a-Service or SaaS</i> <input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Steven Begeda
Official's Name

Vice President, Global Strategic Sales
Official's Title


Official's Signature

EXHIBIT H4

DEPARTMENTAL APPLICATION SECURITY **REQUIREMENTS**

DEPARTMENTAL APPLICATION SECURITY REQUIREMENTS

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DEPARTMENTAL APPLICATION SECURITY REQUIREMENTS

Introduction

Security Requirements Goals and Objectives:

The Application Security Requirements outlines the overall security requirements that need to be addressed for every software application deployed and/or used by the County of Los Angeles. These requirements apply to all County and externally hosted applications: County-developed and third-party developed applications.

These requirements include the overall security capabilities needed to support the business processes for County departments and agencies. At a minimum, these requirements will be used to track, test, and monitor the overall System's security capabilities that shall consistently be met throughout the terms of the contract.

Requests for exceptions to any specific requirements within this requirement must be reviewed by the Departmental Information Security Officer (DISO) and approved by the Departmental management. The request should specifically state the scope of the exception, along with justification for granting the exception, the potential impact or risk attendant upon granting the exception, and risk mitigation measures to be undertaken by the project. The Departmental management will review such requests, confer with the requesting project team and approve as appropriate.

Application Name and Brief Description:

ACOM Console Software (ACS) - Public safety dispatch console application

operating in a client/server mode.

Scott French

Application Owner Name



Application Owner Signature

Section Number	Security Requirements	Meets RQMTS (Y/N)	Comments/ Indicate Any Compensating Controls if Requirement Not Met
1.0	Secure Coding		
1.1	Comply with the County Application Secure Coding Standard	Y	We comply with NIST standards
2.0	Software as a Service (SaaS), if applicable		
2.1	Comply with the County SaaS Security and Privacy Standard	N/A	
3.0	Authentication (Login/Sign-on)		
3.1	Authentication mechanism uses password that meets the County Password Security Standard	Y	Authentication is Via Username and password
3.2	Authentication must take place over a secured/encrypted transport protocol (e.g., HTTPS)	Y	Via AD option
3.3	Application login must be integrated with a central department and/or County authentication mechanism (e.g., AD)	Y	Supports AD as an option
3.4	System encrypts passwords before transmission	Y	Via AD Option
3.5	Ensure passwords are hashed and salted before storage	Y	Passwords are hashed
3.6	For public facing applications, implement multi-factor authentication (e.g., password) for applications with sensitive and/or confidential information (e.g., PII, PHI)	N/A	

Section Number	Security Requirements	Meets RQMTS (Y/N)	Comments/ Indicate Any Compensating Controls if Requirement Not Met
4.0	Authorization (User Permissions)		
4.1	Users are associated with a well-defined set of roles and privileges	Y	Roles via configuration settings
4.2	Users accessing resources hold valid credentials to do so, for example: <ul style="list-style-type: none"> • User interface (UI) only shows navigation to authorized functions • Server side authorization checks for every function • Server side checks do not solely rely on information provided by user4 	Y	Managed through role assignments
4.3	Role and permission metadata is protected from replay or tampering by using one of the following: <ul style="list-style-type: none"> • Tokens/tickets expires after a single use or after a brief period • Standard authorization/authentication protocol (e.g., SAML, OAuth) 	N	
5.0	Configuration Management (Database and Application Configuration Security)		
5.1	Database Security: System restricts users from directly accessing the database	N/A	No database
5.2	Application Configuration stores (e.g., web.config, httpd.conf) are secured from unauthorized access and tampering (secure file access permissions)	N/A	No Webservices

Section Number	Security Requirements	Meets RQMTS (Y/N)	Comments/ Indicate Any Compensating Controls if Requirement Not Met
5.3	Application/database connection credentials need to be encrypted in transit and in storage	N/A	No Database
5.4	Application/database connection and service accounts must comply with least privilege principle (i.e., must not be database admin account)	N/A	
6.0	Data Security		
6.1	Sensitive (e.g., password protected) and/or confidential data (e.g., PII, PHI) at rest and in transit must be in an encrypted format (i.e., pursuant to Board of Supervisors Policy No.5.200)	N/A	
6.2	Provide database/file encryption for protection of sensitive data fields while the data is at rest (e.g., stored data)	N/A	
7.0	Audit logging and reporting		
7.1	Application provides audit reports such as configuration, user accounts, roles, and privileges	Y	Audit logs for Server Suite

Section Number	Security Requirements	Meets RQMTS (Y/N)	Comments/ Indicate Any Compensating Controls if Requirement Not Met
7.2	Auditing and logging an event in the system must include, at a minimum: <ul style="list-style-type: none"> • Successful and unsuccessful logons to application • Security Configuration changes (add, delete users, change roles/group permissions, etc.) • Sensitive business transaction/functions (e.g., override approvals) • All logged information is handled securely and protected as per its data classification 	Y	
7.3	The event parameters logged must include: <ul style="list-style-type: none"> • User or system account ID • Date/time stamp • IP address • Error/event code and type • Type of transaction • User device or peripheral device involved in transactions • Outcome (success or failure) of the event 	Y	Audit log records a log message with the date/time of the event including source IP address and/or user name when relevant.
7.4	Audit logs must be compliant with the applicable retention schedule and regulatory requirements	Y	
8.0	Reference		
8.1	County Web Application Secure Coding Standards	N/A	No web application.
8.2	County Password Security Standard	Y	Authentication is via Username and password
8.3	Database Security Standard	N/A	No database.

Section Number	Security Requirements	Meets RQMTS (Y/N)	Comments/ Indicate Any Compensating Controls if Requirement Not Met
8.4	County Windows Server Baseline Security Standard	Y	Where applicable.

SOLE SOURCE CHECKLIST

Department Name: _____

New Sole Source Contract

Existing Sole Source Contract Date Sole Source Contract Approved: _____

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

Chief Executive Office

Date

**QUESTIONNAIRE FOR SOLE SOURCE CONTRACT FOR MAINTENANCE AND SUPPORT
SERVICES FOR THE DEPARTMENT'S RADIO ACOM CONSOLE SYSTEM
WITH ZETRON, INC.**

It is the policy of the County, to solicit the maximum number of bids/proposals for a commodity or service from the largest relevant market and to select vendors on a competitive basis.

There are certain acquisitions which when in the best interest of the County, can only be obtained from a sole source. Sole source acquisitions must be justified in sufficient detail to explain the basis for suspending the usual competitive procurement process.

NOTE: Please refer to Procedure P-3700 of the ISD Purchasing Policies on Procedures Manual.

**DOCUMENTATION FOR SOLE SOURCE JUSTIFICATION MUST INCLUDE RESPONSES TO THE
FOLLOWING QUESTIONS:**

- 1. What is being requested?**
A new sole source contract with Zetron for continued maintenance and support of its Radio Acom Console System, currently used by the Sheriff's and Fire Departments.
- 2. Why is the product needed – how will it be used?**
The product is needed for the continuation of both maintenance and support of existing hardware and software for the Zetron Radio Switch Consoles. The Department's Radio Console Switch System is a critical component of the Department's voice communication system, which connects the Department's Computer Aided Dispatch system with the voice radio system, including dispatchers in the Department's Communications Center. It is imperative that these systems are maintained to avoid any interruption in the critical services provided.
- 3. Is this "brand" of product the only one that meets the user's requirements? If yes, what is unique about the product?**
Both the system and services are proprietary to Zetron. Zetron does not train third-parties to provide support or maintenance of its technology.
- 4. Have other products/vendors been considered? If yes, which products/vendors have been considered and how did they fail to meet the user's requirements?**
Not applicable.
- 5. Will purchase of this product avoid other costs, e.g. data conversion, etc? Or will it incur additional cost, e.g. training, conversion, etc?**
Not applicable.
- 6. Is the product proprietary or is it available from various dealers? Have you verified this?**
The Department has verified that both the system and services are proprietary to Zetron.
- 7. Reasonableness of Price. Does the County obtain a percentage discount or special discount not available to the private sector?**

Not applicable.

- 8. What is the dollar value of existing equipment and the Purchase Order No. for the existing equipment?**

Not applicable.

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

Board Letter

Board Memo

Other

CLUSTER AGENDA REVIEW DATE	7/10/2024	
BOARD MEETING DATE	7/23/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	DEPARTMENT OF MILITARY AND VETERANS AFFAIRS	
SUBJECT	The County of Los Angeles Department of Military and Veterans Affairs (MVA) is requesting Board of Supervisors' (Board) approval to enter into a retroactive Non-Exclusive License Agreement (Agreement) with JVS SoCal (Licensee), a non-profit corporation to grant utilization of space within Bob Hope Patriotic Hall (BHPH) and reimburse MVA for costs related to the maintenance and upkeep of BHPH.	
PROGRAM	NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN DEPARTMENT OF MILITARY AND VETERANS AFFAIRS AND JVS SOCAL FOR SPACE USE OF BOB HOPE PATRIOTIC HALL	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	July 30 th revenue collection deadline	
COST & FUNDING	Total cost: REVENUE \$263,993	Funding source: N/A
	TERMS (if applicable): Five years, but no more than 10 years	
	Explanation: The term of the License shall be retroactive to commence on July 1, 2023 (the "Effective Date"), and shall expire to later than five (5) years and thereafter shall be renewed subject to Licensee continuing the services of veterans or the provision of services to veterans, their dependents, and survivors as demonstrated to, and approved by MVA, commencing upon execution of this License (the "Commencement Date"). A total term longer than 10 years will require the Los Angeles County Board of Supervisors' approval.	
PURPOSE OF REQUEST	The cost reimbursement from the Licensee to MVA associated with this Agreement is crucial for maintaining the fiscal health and sustainability of MVA and the necessary maintenance, repairs, and operational expenses of BHPH.	
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>The Licensee occupies space at BHPH to provide veterans and their dependents comprehensive employment services. Veterans often face unique challenges in transitioning to civilian life, with employment being a significant aspect of their reintegration process. By providing tailored services within the BHPH space, the Licensee not only acknowledges the invaluable contributions of veterans but also actively supports their pursuit of meaningful employment opportunities.</p> <p>The cost reimbursement from the Licensee to MVA associated with this Agreement is crucial for maintaining the fiscal health and sustainability of MVA and the necessary maintenance, repairs, and operational expenses of BHPH. This approach not only helps</p>	

	<p>to offset the costs associated with running the BHPH but also ensures that resources are available for continuous improvement initiatives, ensuring that BHPH remains a reliable and high-quality resource for veterans in need of support.</p> <p><u>Retroactive Contract Review Committee</u></p> <p>During the transition of MVA's new leadership, it was discovered that JVS SoCal was occupying space within BHPH without an agreement. It is now the intent of MVA and JVS SoCal to establish this Agreement retroactively beginning July 1, 2023. MVA is currently working with the Retroactive Contract Review Committee (RCRC) to address this issue and will make a presentation to the RCRC to discuss the factors that led to the retroactive situation and to present a Corrective Action Plan developed by MVA to prevent the recurrence of future retroactive license agreements.</p>
<p>EQUITY INDEX OR LENS WAS UTILIZED</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:</p>
<p>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: North Star 1: LA County is a highly responsive organization investing in solutions that address our most complex societal challenges (health, jobs, housing, food insecurity, and recidivism) affecting our most vulnerable communities – one person at a time; and North Star 3: The increasingly dynamic and complex environment challenges our collective abilities to respond to public needs and expectations. LA County is an innovative, flexible, effective, and transparent partner focused on advancing the common good and being fiscally responsible.</p>
<p>DEPARTMENTAL CONTACTS</p>	<p>Name, Title, Phone # & Email: Zuleyda Santana, Chief Deputy (213) 574-8008 – zsantana@mva.lacounty.gov</p>



COUNTY OF LOS ANGELES
MILITARY AND VETERANS AFFAIRS
1816 S. Figueroa Street
Los Angeles, California 90015
mva.lacounty.gov



Jim Zenner
Director

July 23, 2024

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:

**NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN
DEPARTMENT OF MILITARY AND VETERANS AFFAIRS AND
JVS SOCAL FOR SPACE USE OF BOB HOPE PATRIOTIC HALL
(1st DISTRICT) (3 VOTES)**

SUBJECT

The County of Los Angeles Department of Military and Veterans Affairs (MVA) is requesting Board of Supervisors' (Board) approval to enter into a retroactive Non-Exclusive License Agreement (Agreement) with JVS SoCal (Licensee), a non-profit corporation to grant utilization of space within Bob Hope Patriotic Hall (BHPH) and reimburse MVA for costs related to the maintenance and upkeep of BHPH.

IT IS RECOMMENDED THAT YOUR HONORABLE BOARD:

1. Delegate authority to the Director of MVA, or his designee, to enter into a retroactive Agreement, substantially similar to Attachment A, with JVS SoCal to utilize space at BHPH and for MVA to collect costs in the amount of \$263,993 for Fiscal Year 2023-24, and subsequent annual increases based on MVA's established annual budget for utilities, telephone systems, internet infrastructure, custodial, security, landscaping, pest control, waste management, maintenance services, and building repairs of BHPH. The term of this Agreement is five (5) years, with the option to extend up to five (5) additional years, provided a 10 day notice is provided to the Board and the Chief Executive Office, via Board memo for each extension.
2. Delegate authority to the Director of MVA, or his designee to amend, extend, or terminate the Agreement, provided that such amendments are reviewed and approved as to form by County Counsel and the Chief Executive Office – Real Estate Division and a 10 day notice is provided to the Board and the Chief Executive Office, via Board memo.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Licensee occupies space at BPHH to provide veterans and their dependents comprehensive employment services. Veterans often face unique challenges in transitioning to civilian life, with employment being a significant aspect of their reintegration process. By providing tailored services within the BPHH space, the Licensee not only acknowledges the invaluable contributions of veterans but also actively supports their pursuit of meaningful employment opportunities. Such services may include job search assistance, resume writing workshops, skill development programs, and networking events specifically designed to cater to the needs and experiences of veterans and their families.

By offering these resources within a familiar and supportive environment like BPHH, the Licensee facilitates a smoother transition for veterans, ultimately aiding in their successful reintegration into civilian society.

The cost reimbursement from the Licensee to MVA associated with this Agreement is crucial for maintaining the fiscal health and sustainability of MVA and the necessary maintenance, repairs, and operational expenses of BPHH. This approach not only helps to offset the costs associated with running the BPHH but also ensures that resources are available for continuous improvement initiatives, ensuring that BPHH remains a reliable and high-quality resource for veterans in need of support.

Retroactive Contract Review Committee

During the transition of MVA's new leadership, it was discovered that JVS SoCal was occupying space within BPHH without an agreement. It is now the intent of MVA and JVS SoCal to establish this Agreement retroactively beginning July 1, 2023.

Recognizing the retroactivity of this Agreement, MVA worked with the Retroactive Contract Review Committee (RCRC) to address this issue and has been advised to move forward with presenting its request for the recommended to the Board, provided MVA makes a presentation to the RCRC on a future date, to discuss the factors that led to the retroactive situation and to present a Corrective Action Plan developed by MVA to prevent the recurrence of future retroactive license agreements.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County's Strategic Plan, North Star 1: LA County is a highly responsive organization investing in solutions that address our most complex societal challenges (health, jobs, housing, food insecurity, and recidivism) affecting our most vulnerable communities – one person at a time; and North Star 3: The increasingly dynamic and complex environment challenges our collective abilities to respond to public needs and expectations. LA County is an innovative, flexible, effective, and transparent partner focused on advancing the common good and being fiscally responsible.

FISCAL IMPACT/FINANCING

MVA is a net county cost department. This Agreement will offset costs associated with the maintenance, repairs, and operational expenses for BHPH. The anticipated cost reimbursement is approximately \$263,993 for FY2023-24, with annual increases based on MVA's approved budget for utilities, telephone systems, internet infrastructure, custodial, security, landscaping, pest control, waste management, maintenance services, and building repairs.

There is no negative impact on Net County Cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

JVS SoCal currently occupies 2,224 square feet of office space and reception area on the fourth floor of BHPH. The cost reimbursement associated with the Agreement for FY2023-24 is \$263,993, which is subject to increase annually based on MVA's approved budget for utilities, telephone systems, internet infrastructure, custodial, security, landscaping, pest control, waste management, maintenance services, and building repairs. The term of this Agreement is for five (5) years, with the option to extend annually for five (5) additional years, provided the Licensee continues the provision of services to veterans, their dependents, and survivors. A total term longer than 10 years will require Board approval. The Chief Executive Office – Real Estate Division and County Counsel have approved the Agreement as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The approval of the recommended actions will not have any significant impact on MVA's service delivery.

CONCLUSION

Upon approval by your Board, please instruct the Executive Officer of the Board to return two (2) approved copies of this adopted action to:

Department of Military and Veteran Affairs of Los Angeles County
Zuleyda Santana, Chief Deputy Director
1816 S. Figueroa Street
Los Angeles, CA 90015

The Department's contact may be reached at zsantana@mva.lacounty.gov or (213) 765-9225.

Respectfully submitted,

The Honorable Board of Supervisors
July 23, 2024
Page 4

JIM ZENNER, DIRECTOR

JZ:ZS:tr

Enclosure

c: Chief Executive Officer
County Counsel

DRAFT