



**CONTRACT NO. MA-042-16011679
FOR**

ENVIRONMENTAL HEALTH DATA MANAGEMENT SYSTEM

BETWEEN

**THE COUNTY OF ORANGE
HEALTH CARE AGENCY**

AND

ACCELA INC.

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CONTRACT NO. MA-042-16011679
ENVIRONMENTAL HEALTH DATA MANAGEMENT SYSTEM

This Contract Number MA-042-16011679 (hereinafter "Contract"), is made and entered into this 1st day of July, 2016 or upon execution of all necessary signatures between Accela Inc. (hereinafter "Contractor"), with a place of business at 2633 Camino Ramon Ste. 120, San Ramon, CA 94583-2539 and the County of Orange (hereinafter "County"), a political subdivision of the State of California, with a place of business at 200 Santa Ana Blvd., Suite 650, Santa Ana, CA 92701-7506, which are sometimes individually referred to as "party", or collectively referred to as "parties".

RECITALS

WHEREAS, County issued a Request for Proposals (RFP) for the provision of Environmental Health Data Management System; and

WHEREAS, Contractor responded and County has determined that Contractor's proposed services best meet or exceed the County's requirements and specifications of the RFP; and

WHEREAS, Contractor agrees to render all the necessary skills, knowledge, material and labor to perform the services; and

WHEREAS, County has authorized the Purchasing Agent or designee to enter into Contract with Contractor for obtaining said services; and

NOW, THEREFORE, the parties mutually agree as follows:

ARTICLES

GENERAL TERMS AND CONDITIONS

- A. Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.
- B. Entire Contract:** This Contract, when accepted by Contractor either in writing or by commencement of performance hereunder, contains the entire Contract between the Parties with respect to the matters herein and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee, hereinafter "Purchasing Agent".
- C. Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
- E. Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to their published specifications or services that do not conform to the prescribed Scope of Work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor

deprive it of the right to return goods already accepted at Contractor's expense. Over-shipments and under-shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.

- F. Acceptance/Payment:** software license, maintenance and support, and hosting services are due at the commencement of each annual term. Professional services, unless otherwise agreed to in writing by County, shall be paid as follows: 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County.
- G. Warranty:** Contractor expressly warrants that the goods/services covered by this Contract are 1) free of liens or encumbrances 2) that the software product offered by contractor is free of material defects and shall operate as provided within Contractor's published specifications, 3) that it has full power and authority to grant licenses to the software proposed and that, as of the effective date of this submission, the software does not infringe on any existing intellectual property rights of any third party, 4) that Contractor will commence and complete its professional services and maintenance obligations in a good and workmanlike manner, consistent with the practices and standards of care generally-accepted within and expected of Contractor's industry, and 5) all professional services shall be provided without express or implied warranty of any kind regarding the character, function, capabilities, or appropriateness of such services. Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold harmless the County, its elected and appointed officials, officers, employees, and agents from any claims, demands or liability of any kind or nature, including expenses and reasonable attorney fees, against the County that arise from the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act law.
- H. Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, copyright, trademark, trade secret, or any other proprietary right (Intellectual Property Right) of any third party. Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold harmless the County, its elected and appointed officials, officers, employees, and agents from any claims, demands or liability of any kind or nature, including expenses and reasonable attorney fees, against the County that arise from a third party claim of Intellectual Property Right infringement.
- I. Assignment or Subcontracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or sub-contracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or subcontract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract. Notwithstanding, a change of control of Contractor or a transfer by Contractor for purposes of financing shall not constitute an assignment hereunder.
- J. Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.
- K. Termination:** In addition to any other remedies or rights it may have by law, County has the right to terminate this Contract without penalty immediately with cause, following a thirty (30) days' cure period, or after thirty (30) days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of this Contract, or any misrepresentation or fraud on the part of the

Contractor. Either party may terminate if the other party materially breaches this Contract and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Upon any termination or expiration of this Contract, all rights granted to the County are cancelled and revert to Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.

- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.
- N. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees, nor anyone working under Contractor, shall qualify for workers' compensation or other fringe benefits of any kind through County.
- O. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work pursuant to the Contract, Attachments, and Appendices to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefor; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.
- P. **Insurance Provisions:** Prior to the provision of services under this Contract, Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractors shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a zero (0) by the appropriate line of coverage.

If Contractor fails to maintain insurance acceptable to County for the full term of this Contract, County may terminate this Contract.

QUALIFIED INSURER

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred,

but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

The policy or policies of insurance maintained by Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance (Including Network Security & Privacy and	\$3,000,000 per claims made \$1,000,000 aggregate
Technology Errors & Omissions	

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

1. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds.
2. A primary non-contributing endorsement evidencing that Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

All insurance policies, with the exception of Professional Liability, required by this Contract shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees.

With the exception of Professional Liability, all insurance policies required by this Contract shall waive the rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting in within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County, if

there is not equal or better insurance policies in place. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which County may suspend or terminate this Contract.

If Contractor's Professional Liability, Technology Errors & Omissions and/or Network Security & Privacy Liability are "Claims Made" policy(ies), Contractor shall agree to maintain coverage for one (1) year following the completion of the Contract.

The Commercial General Liability policy shall contain a Severability of Interests clause also known as a "Separation of Insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by County Procurement Office/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to request Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder as to for bodily injury, personal injury, or death. To the extent not offset by its insurance coverage and to the maximum extent permitted by applicable laws, in no event will Contractor's cumulative liability for any general, incidental, special, compensatory, or punitive damages whatsoever suffered by County or any other person or entity exceed the fees paid to Contractor by County during the twelve (12) calendar months immediately preceding the circumstances which give rise to such claim(s) of liability, even if Accela or its agents have been advised of the possibility of such damages.

- Q. Bill and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph "HH" below, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
- R. Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- S. Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract, and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a

change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties."

- T. Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within thirty six (36) hours of the start of the delay and Contractor avails itself of any available remedies.
- U. Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees. Each Party to this Contract may furnish the other Party with confidential information. Parties agree that each will hold in a fiduciary capacity for the benefit of the other Party and shall not directly or indirectly use, copy, reproduce, distribute, manufacture, duplicate, reveal, report, publish, disclose or cause to be disclosed, or otherwise transfer and confidential information of the other Party to any third party, or utilize such information for any purpose, except as expressly contemplated by the Contract or authorized in writing by the other Party.
- V. Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "HH" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- W. Freight (F.O.B Destination):** Contractor assumes full responsibility for all transportation scheduling, packaging, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- X. Pricing:** The Contract amount shall include full compensation for providing all services as specified herein or when applicable, in the Scope of Work attached to this Contract, and no additional compensation shall be allowed therefor, unless otherwise provided for in this Contract.
- Y.** Intentionally left blank.
- Z. Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
- AA. Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- BB. Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- CC. Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

- DD. Attorney's Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.
- EE. Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of its own choosing, or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that it has not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing either or both of them. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Contract.
- FF. Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation, enforceable in accordance with its terms.
- GG. Employee Eligibility Verification:** 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 Contract meet the citizenship or alien status requirement set forth in federal statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., 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 the law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, County, 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 Contract.
- HH. Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies for which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.
- II. Audits/Inspections:** Contractor agrees to permit County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. County will provide reasonable notice of such an audit or inspection.
- County reserves the right to audit and verify Contractor's Records before final payment is made.
- Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records.

Should Contractor cease to exist as a legal entity, Contractor's Records pertaining to this Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to County's Project Manager.

Additional Terms and Conditions

1. **Scope of Contract:** This Contract, together with its Attachments and Exhibits attached hereto and incorporated herein by reference, specifies the contractual terms and conditions by which County will procure and receive services from Contractor. The detailed Scope of Work (SOW) is fully set forth and incorporated herein as Attachment A.
2. ~~**Term of Contract:** This Contract shall be in effect from July 1, 2016 through July 30, 2017, renewable for four (4) one (1) additional one-year periods upon agreement of both Parties. The County does not have to give reason if it decides not to renew. Contract shall be in effect for the time periods specified, unless this Contract is earlier terminated by the Parties in accordance with paragraphs 5, 6, and 7.~~

Amendment No. 1

~~This Contract shall be in effect from July 1, 2017 through July 30, 2018, renewable for three (3) one (1) additional one-year periods upon agreement of both Parties.~~

Amendment No. 3

~~This Contract shall be in effect from July 1, 2018 through July 30, 2019, renewable for two (2) one (1) additional one-year periods upon agreement of both Parties.~~

Amendment No. 4

~~This Contract shall be in effect from July 1, 2019 through July 30, 2020, renewable for one (1) one (1) additional one-year periods upon agreement of both Parties.~~

Amendment No. 5

~~This Contract shall be in effect from July 1, 2020 through July 30, 2021, not renewable, upon agreement of both Parties.~~

Amendment No. 6

~~The Contract is extended for a period of one year, effective July 1, 2021 through June 30, 2022, in an amount not to exceed \$350,823 for this extension period, for a revised cumulative total amount not to exceed amount \$2,416,589. This Contract is non-renewable.~~

3. **Precedence:** The Contract documents consist of this Contract, and its Attachments and Exhibits. In the event of a conflict between the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, the Attachments and then the Exhibits.
4. **Pricing Structure:** Except as otherwise provided hereunder, the Contractor agrees that no price/fee increases shall be passed along to the County during the term of this Contract. Contractor may discount said prices anytime during the term of the Contract.
5. **Fiscal Appropriations – Subject to:** This Contract is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this Contract. If such appropriations are not approved, the Contract will be terminated without penalty to County.
6. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may also be contingent upon the receipt of funds from, and/or appropriation of funds by, the State of California to County. If such funding and/or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
7. **Termination**
 - a. **Termination – Default:** If Contractor is in default of any of its obligations under this Contract and has not commenced cure within thirty (30) days after receipt of a written notice of default from County and cured such default within the time specified in the notice, County shall immediately

be entitled to either commence resolution in accordance with this paragraph or to terminate this Contract by giving written notice to take effect immediately. Default shall include failure to carry out any of the requirements of this Contract, including, but not limited to persistently disregarding laws and or ordinances, not proceeding with the work as agreed to herein, or otherwise substantially violating any provision of this Contract. Upon termination of the Contract with Contractor, County may begin negotiations with a third-Party contractor to provide services as specified in this Contract. The right of either Party to terminate this Contract hereunder shall not be affected in any way by its waiver of or failure to take action with response to any previous default.

- b. **Termination – Orderly:** After receipt of a termination notice from County, Contractor shall submit to County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than thirty (30) days from the effective date of the termination, unless one or more extensions in writing are granted by County upon written request of Contractor. Upon termination County agrees to pay Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract and upon written request, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.
- 8. **County Project Manager:** County shall appoint a Project Manager to act as liaison with Contractor during the term of this Contract. County's Project Manager shall coordinate the activities of County staff assigned to work with the Contractor.
- 9. **Contractor Project Manager:** As may be required from time-to-time to provide professional services, Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's professional services obligations under this Contract.
- 10. **Breach of Contract:** The failure of Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a. Afford Contractor written notice of the breach and thirty (30) calendar days or such shorter time that may be specified in this Contract within which to cure the breach.
 - b. Discontinue payment to Contractor for and during the period in which the Contractor is in breach.
 - c. Offset against any monies billed by Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
- 11. **County of Orange Child Support Enforcement:** In order to comply with the child support enforcement requirements of the County of Orange, within ten (10) days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish to the contract administrator, the Purchasing Agent, or the agency/department deputy purchasing agent:
 - a. In the case of an individual contractor, his/her name, date of birth, social security number, and residence address.
 - b. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, social security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity.
 - c. A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees.

- d. A certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the Contractor to timely submit the data and/or certifications required may result in the Contract being awarded to another contractor. In the event a Contract has been issued, failure of Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within sixty (60) calendar days of notice from County shall constitute grounds for termination of the Contract.

- 12. Conflict of Interest:** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor; Contractor's employees, agents, and relatives; sub-tier contractors; and third parties associated with accomplishing work and services hereunder. Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of County.

The County of Orange Board of Supervisors' policy prohibits its public employees from engaging in activities involving conflicts of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

- 13. Conflict with Existing Law:** Contractor and County agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either Party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the Contract, the Contract shall be terminated in a manner commensurate with the interests of both Parties to the maximum extent reasonable.

- 14. Contractor Bankruptcy/Insolvency:** If Contractor should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of Contractor's insolvency, County may terminate this Contract.

- 15. Disputes – Contract:** Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by Contractor and County's Project Manager, such matter shall be brought to the attention of the Purchasing Agent by way of the following process:

- a. Contractor shall submit to the agency/department assigned buyer a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless County, on its own initiative, has already rendered such a final decision.
- b. Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which Contractor believes County is liable.

Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the provision of services. Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of County shall be expressly identified as such, shall be in writing, and shall be signed by the Purchasing Agent. County's final decision shall be conclusive and binding regarding the dispute unless Contractor commences action in a court of competent jurisdiction to contest such decision within the applicable statute of limitations.

21. **Gratuities:** Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Contractor or any agent or representative of Contractor to any officer or employee of County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by County in procuring on the open market any goods or services which Contractor agreed to supply shall be borne and paid for by Contractor. The rights and remedies of County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
22. **Amendments – Changes/Extra Work:** Contractor shall make no changes to this Contract without County's written consent. In the event that there are new or unforeseen requirements, County with Contractor's concurrence has the discretion to request official changes at any time without changing the intent of this Contract.
- If County-initiated changes or changes in laws or government regulations affect price, Contractor's ability to deliver services, or the project schedule, Contractor shall give County written notice no later than thirty (30) calendar days from the date the change was proposed by County and Contractor was notified of the change. Such changes shall be agreed to in writing and incorporated into a Contract amendment. Said amendment shall be issued by the County-assigned buyer, shall require the mutual consent of all Parties, and may be subject to approval by the County Board of Supervisors. Nothing herein shall prohibit Contractor from proceeding with the work as set forth in this Contract.
23. **Software – Right to Copy or Modify:** Any software product provided by Contractor in machine-readable format may be copied, in whole or in part, in printed or machine-readable format for use by County with the designated CPU to perform one-time benchmark tests, for archival or emergency restart purposes, to replace a worn copy, to understand the contents of such machine-readable material, or to modify the software product as provided below, provided, however that no more than County- and Contractor-agreed to number of copies will be in existence under this Contract at any one time without the prior written consent from Contractor. Such consent shall not be unreasonably withheld by Contractor. The original and any copies of the software product, in whole or in part, which are made hereunder shall be the property of Contractor.
- County agrees to keep any such copies and the original at a Contractor and County mutually designated County location, except that County may transport or transmit a copy of the original of any software product to another County location for backup use when required by CPU malfunction, provided the copy or the original is destroyed or returned to the designated location when the malfunction is corrected.
- County may develop additional or alternative functionality for the Software using tools and/or techniques provided to County by Contractor on any non-personal computer software product in machine-readable format for its own use and merge it into other program material. Any portion of the software product included in any merged program material shall be used only on the designated CPUs and shall be subject to the terms and conditions of this Contract. County may not make any form of derivative work from the software, although County may develop additional or alternative functionality for the software using tools and/or techniques to County by Contractor on any non-personal computer software product in machine-readable format for its own use or merge it into other program material. Any portion of the software product included in any merged program material shall be used only on the designated CPU's and shall be subject to the terms and conditions of this Contract.
24. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file federal Form 1099-Misc for services received from a "service provider" to whom County pays \$600 or more or with whom County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.
- The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that

service recipient within or without the state.” The term is further defined by the California Employment Development Department to refer specifically to independent contractors. An independent contractor is defined as “an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California.”

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at www.edd.ca.gov/txicr.htm.

25. **Debarment:** Contractor shall certify that neither contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any federal department or agency. Where Contractor as the recipient of federal funds, is unable to certify to any of the statements in the certification, Contractor must include an explanation with their bid/proposal. Debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any federal department or agency may result in the bid/proposal being deemed non-responsible.
26. **Lobbying:** On best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, Contractor to any person for influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
27. **Contractor Personnel-Drug Free Workplace:** Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. Contractor will:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
 - b. Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - i) The dangers of drug abuse in the workplace;
 - ii) The organization’s policy of maintaining a drug-free workplace;
 - iii) Any available counseling, rehabilitation and employee assistance programs; and
 - iv) Penalties that may be imposed upon employees for drug abuse violations.
 - c. Provide as required by Government Code Section 8355(c) that every employee who works under this Contract:
 - i) Will receive a copy of the company’s drug-free policy statement; and
 - ii) Will agree to abide by the terms of the company’s statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

- a. Contractor has made false certification, or
 - b. Contractor violates the certification by failing to carry out the requirements as noted above.
28. **Software – Protection:** County agrees that all material appropriately marked or identified as proprietary, whether oral or written, and furnished hereunder are provided for County’s exclusive use for the purposes of this Contract only and will be held in confidence. All proprietary data shall remain the property of Contractor. County agrees to take all reasonable steps to ensure that such data are not disclosed to others without prior written consent of Contractor. County will ensure,

prior to disposing of any media, that any licensed materials contained thereon have been erased or otherwise destroyed.

County agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to licensed programs and/or optional materials to satisfy its obligations under this Contract with respect to use, copying, modification and protection and security of licensed programs and optional materials.

- 29. Software – Maintenance:** Contractor will provide revisions of and enhancements to the software licenses, which includes, fixes, patches, and any other modifications to keep the licensed software in conformance with its published specifications as such updates are generally released by Contractor. The correction of any residual errors in any software products which may be discovered by Contractor or by County will be considered maintenance. Such maintenance will be performed by Contractor without additional charge for the duration of this Contract.

Contractor will be available to assist County in isolating and correcting error conditions caused by County's particular hardware or operating system at rates specified in this Contract. If Contractor is called upon by the state to correct an error caused by County's negligence, modification by the County, County-supplied data, or machine or operator failure or due to any other cause not inherent in the original software products, Contractor reserves the right to charge County for such service on a time and material basis at rates in accordance with the Contract.

- 30. Software License:** Contractor hereby grants to the County of Orange and County accepts from Contractor, subject to the terms and conditions of this Contract, a non-exclusive, non-transferable license to use the software products list in this Contract, hereinafter referred to as "software products." The license granted above authorizes County to use the software products in machine-readable form on a single computer system, designated in writing by County to Contractor, provided that if the designated CPU is inoperative due to malfunction, license herein granted shall be temporarily extended to authorize County to use the software products in machine-readable form on any other County CPU until the designated CPU is returned to operation. By prior written notice to Contractor, County may re-designate the CPU in which the software products are to be used and must do so if the re-designation is permanent.

When encryption/CPU ID authorization codes are required to operate the software products, the Contractor will provide all codes to County with shipment of the software. In the case of an inoperative CPU, as defined above, Contractor will provide a temporary encryption/CPU ID authorization code to County for use on a temporarily authorized CPU until the designated CPU is returned to operation. When changes in designated CPUs occur, Contractor will issue to County within twenty four (24) hours of notification a temporary encryption/ID authorization code for use on the newly designated CPU until such time a permanent code is assigned.

Contractor is the lawful owner or licensee of all proprietary rights whatsoever in the licensed software including any changes, additions, and enhancements in the form of new or partial programs or documentation, but not as to limit the generality thereof, all copyright interests in the licensed software. All copies of the licensed software Materials provided to, or reproduced by, the County pursuant to this Contract are, and remain the property of Contractor. No rights in the licensed software are granted to anyone other than those set forth in this contract. The County shall use its commercially reasonable best efforts to prevent any violations of Contractor's property rights in the licensed software and shall, under no circumstances, sell, lease, sublease, sublicense, assign, barter, encumber, or otherwise transfer the licensed software or use the licensed software for the processing of data for others, except as provided herein. County shall notify Contractor immediately of the unauthorized possession, use or knowledge of any item supplied to County pursuant of this Contract. County is liable to Contractor for any losses incurred while the licensed software is in County's possession.

- 31. Software Installation:** The installation date for the software products shall be established in accordance with the provisions below:
1. If County elects to install the software products, County will have thirty (30) days from the date of receipt of the software products to initially install and evaluate the software. The date of

expiration of this period shall hereafter be known as the "installation date." Contractor shall be responsible for providing criteria and test data necessary to check out the software products.

2. If installation by Contractor is required by County, Contractor will have up to thirty (30) days from the effective date of this Contract to provide initial installation and evaluation of the software products on County's designated CPU. Contractor will issue written notice of the fact that the software products are operational, and the date of said notice shall be known as the "installation date." It will be at Contractor's discretion to determine the criteria and tests necessary to allow Contractor to issue a notice to the effect that the system is operational.

County agrees to provide such access to its computer system as may be required by Contractor to properly install and test the software products. County further agrees to provide, at no cost to Contractor, systems and production support as may be required by Contractor during installation.

If installation by Contractor is required by County, Contractor will provide such installation on County's equipment at the rates specified in this Contract.

32. **Software – Acceptance Testing:** Acceptance testing may be required as specified for all Contractor-supplied software as specified and listed in the Contract or order, including all software initially installed. Included in this clause are improved versions, including new releases, of this software, any such software which has been modified by Contractor to satisfy County requirements, and any substitute software provided by Contractor in lieu thereof, unless the Contract or order provides otherwise. The purpose of the acceptance test is to ensure that the software operates in substantial accord with Contractor's technical specifications and meets County's performance specifications.

33. **Software – Documentation:** Contractor agrees to provide to County the County-designated number of all manuals and other associated printed materials and updated versions thereof, which are necessary or useful to County in its use of the equipment or software provided hereunder. County will designate the number of copies for production use and the number of copies for disaster recovery purposes and will provide this information to Contractor.

If additional copies of such documentation are required, Contractor will provide such manuals at the request of County. The requesting agency/department shall be billed for the manuals and any associated costs thereto by invoice. Contractor agrees to provide such additional manuals at prices not in excess of charges made by Contractor to its best customers for similar publications.

Contractor further agrees that County may reproduce such manuals for its own use in maintaining the equipment or software provided hereunder. County agrees to include Contractor's copyright notice on any such documentation reproduced in accordance with copyright instructions to be provided by Contractor.

34. **Software – Future Releases:** If improvement, upgraded, or enhancement versions of any software product under this Contract are developed by Contractor and are made available to other licensees, they will be made available to County at County's option, provided such versions are operable on the same computer hardware configuration.

35. **Compliance with County Information Technology Policies and Procedures:**

Policies and Procedures

Contractor, its subcontractors, Contractor personnel, and all other agents and representatives of Contractor, will at all times comply with and abide by all Information Technology (IT) policies and procedures of County that are provided or made available to Contractor that reasonably pertain to Contractor (and of which Contractor has been provided with advance notice) in connection with Contractor's performance under this Contract. Contractor shall cooperate with County in ensuring Contractor's compliance with the IT policies and procedures described in this Contract and as adopted by County from time-to-time, and any material violations or disregard of such IT policies or procedures shall, in addition to all other available rights and remedies of County, be cause for termination of this Contract. In addition to the foregoing, Contractor shall comply with the following:

Security and Policies

All performance under this Contract shall be in accordance with County's security requirements, policies, and procedures as set forth above and as modified, supplemented, or replaced by County from time to time, in its sole discretion, by providing Contractor with a written copy of such revised requirements, policies, or procedures reasonably in advance of the date that they are to be implemented and effective (collectively, the "Security Policies"). Contractor shall at all times use industry best practices and methods with regard to the prevention, detection, and elimination, by all appropriate means, of fraud, abuse, and other inappropriate or unauthorized access to County systems accessed in the performance of services in this Contract.

Information Access

County may require all Contractor personnel performing services under this Contract to execute a confidentiality and non-disclosure agreement and concerning access protection and data security in the form provided by County. County shall authorize, and Contractor shall issue, any necessary information-access mechanisms, including access IDs and passwords, and in no event shall Contractor permit any such mechanisms to be shared or used by other than the individual Contractor personnel to whom issued. Contractor shall provide each Contractor Person with only such level of access as is required for such individual to perform his or her assigned tasks and functions. All County systems, and all data and software contained therein, including County data, County hardware and County software, used or accessed by Contractor: (a) shall be used and accessed by such Contractor solely and exclusively in the performance of their assigned duties in connection with, and in furtherance of, the performance of Contractor's obligations hereunder; and (b) shall not be used or accessed except as expressly permitted hereunder, or commercially exploited in any manner whatsoever, by Contractor, at any time.

Enhanced Security Procedures

County may, in its discretion, designate certain areas, facilities, or systems as requiring a higher level of security and access control. County shall notify Contractor in writing reasonably in advance of any such designation becoming effective. Any such notice shall set forth in reasonable detail the enhanced security or access-control procedures, measures, or requirements that Contractor shall be required to implement and enforce, as well as the date on which such procedures and measures shall take effect. Contractor shall fully comply with and abide by all such enhanced security and access measures and procedures as of such date.

Breach of Security

Any breach or violation by Contractor of any of the foregoing shall be deemed a material breach of a material obligation of Contractor under this Contract and may be deemed an incurable and material breach of a material obligation of Contractor under this Contract resulting in termination.

Conduct on County Premises

Contractor shall, at all times, comply with and abide by all reasonable policies and procedures of County (or that may be established thereby, from time to time) that pertain to conduct on County's premises, possession or distribution of contraband, or the access to, and security of, the Party's real property or facilities, to the extent that Contractor has been provided with a copy of each such policy or procedure. Contractor shall exercise due care and diligence to prevent any injury to persons or damage to property while on the other Party's premises. The operation of vehicles by either Party's personnel on the other Party's property shall conform to posted and other applicable regulations and safe-driving practices. Vehicular accidents occurring on a Party's property and involving either Party's personnel shall be reported promptly to the appropriate Party's personnel. Each Party covenants that at all times during the Term, it, and its employees, agents, and subcontractors shall comply with, and take no action that results in the other Party being in violation of, any applicable federal, state, and local laws, ordinances, regulations, and rules. Each Party's personnel shall clearly identify themselves as the appropriate Party's personnel and not as employees of the other Party. When on the other Party's premises, each Party's personnel shall wear and clearly display identification badges or tags, as approved by the other Party.

Security Audits

Attachment C

Each Contract year, County may perform or have performed security reviews and testing. Such reviews and testing shall ensure compliance with all pertinent County security standards as well as any HCA/Environmental Health requirements such as federal tax requirements or HIPAA.

(SIGNATURE PAGE FOLLOWS)

CONTRACT SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

***Contractor's name: Accela Inc.**

Print Name Title

Signature Date

Print Name Title

Signature Date

If the company is a corporation two signatures are required: one signature by the Chairman of the Board, President, or any Vice President; and one signature by the Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. If signed by one authorized individual only, a copy of the corporate resolution or by-laws whereby the board of directors has empowered said authorized individual to act on its behalf by his or her signature alone is required.

County of Orange, a political subdivision of the State of California

Christine Bavaro-Sutton Procurement Manager

Print Name Title

Signature Date

APPROVED AS TO FORM
Office of the County Counsel
County of Orange, California

Print Name Title

Signature Date

Approved by the County Board of Supervisors on: Date: _____

ATTACHMENT A SCOPE OF WORK

A. **Background**

Health Care Agency (HCA) Environmental Health (EH) is comprised of various programs aimed toward protecting the health and safety of Orange County residents and visitors from harmful conditions in the environment. Services include inspections for restaurants, public pool safety, safe handling and disposal of hazardous materials and medical waste, landfills and other solid waste facilities; and ocean water quality monitoring. EH enforces laws and regulations and uses education to inform businesses and communities about environmental health issues.

The project scope may include four optional independent components as follows:

- Capacity Assessment Services (CAS)
 - Accela services to assess/audit current implementation/configuration/business practices, recommend improvements, conduct training, and deliver agreed-upon services as part of a project to improve capacity. This is known as Capacity Assessment Services (CAS)
- EnvisionConnect Online (ECO)
 - Deploy EnvisionConnect Online, a browser-based interface by which citizens and businesses can conduct certain transactions (e.g., file complaints, review inspection results, apply for permits, and pay fees). This is known as EnvisionConnect Online (ECO).
- Migrate to CERS
 - Accela services to migrate eCompliance Portal (aka eSubmit) functions to CERS and EnvisionConnect Online. This is known as Migrate to CERS.
- Migrate EC to Hosting
 - Move EnvisionConnect Database and Application Servers to Accela's Hosted Environment. This is known as Migrate EC to Hosting.

B. **Objective**

Implement a fully integrated and compliant application that allows EH to conduct its business efficiently and effectively for over 45,000 regulated facilities throughout Orange County.

C. **Software Application**

The application must support the following areas of activity: 1) inventory, 2) inspection, 3) violations, 4) permits, 5) billing, 6) invoicing, 7) staff, 8) timekeeping, 9) wireless access, 10) portable field computing for inspections, 11) ability to post inspection data on the department's website, 12) automated reporting for multiple state agencies, 13) database integration, 14) public portal access, 15) publication system for online inspection results, and 16) canned and custom reports.

D. **Scope of Work – Capacity Assessment Services (CAS)**

The Health Care Agency and Accela must authorize this optional scope in writing. Upon activation, Accela will add work components to Project Plan.

See Appendix A – Capacity Assessment Services (CAS) SOW

E. **Scope of Work – EnvisionConnect Online (ECO)**

The Health Care Agency and Accela must authorize this optional scope in writing. Upon activation, Accela will add work components to Project Plan.

See Appendix B – EnvisionConnect Online (ECO) SOW

F. **Scope of Work – Migrate to CERS**

The Health Care Agency and Accela must authorize this optional scope in writing. Upon activation, Accela will add work components to Project Plan.

See Appendix C – Migrate to CERS SOW

G. Scope of Work – Migrate EC to Hosting

The Health Care Agency and Accela must authorize this optional scope in writing. Upon activation, Accela will add work components to Project Plan.

See Appendix D – Migrate EC to Hosting

H. Scope of Work – General

Contractor shall develop and implement an Environmental Health Data Management System (EHDMS) to include the following components and functionalities. EHDMS functionalities and specifications shall meet or exceed expectations throughout the term of the Contract.

1. Data and Documentation

- a. All data stored in the system shall remain property of County.
- b. Contractor shall provide system documentation including user manuals and database schema.

2. Technical Specifications

Contractor's data management application shall:

- a. Meet HCA IT security requirements referenced in Exhibit 1.
- b. If client-hosted, meet all HCA network architecture requirements referenced in Section III, Attachment A, Paragraph D of this RFP.
- c. Be scalable to allow for growth; intuitive, user-friendly and simple interface; resilient, reliable and highly-available.
- d. Support at least 200 concurrent users.
- e. Offer scalable integrated system management capabilities for system configuration, change management, and backup and recovery.
- f. Ability to customize application through configuration and APIs.
- g. Include a mobile or responsive web design for use with tablets or mobile devices; and E-mail functionality and notification based on type of service or action.
- h. Support all common data formats to be supported for data export and import.

3. Functional Requirements

- a. Web-based mobile capability to include but not limited to:
 - 1) Live connection to the system while in the field.
 - 2) Accessible via standard web browsers.
 - 3) Report library and customizable reports.

- 4) Comment library.
 - 5) Search/find capability.
 - 6) Alerts/notification on inspection due dates.
- a. Components
- 1) Facility/Owner Information
 - a) Multiple facility and program identifiers for tracking and reporting purposes, e.g., information relating to an inspection, complaint, survey or sample, facility name, address, square footage, program, phone, owner name, mailing address.
 - b) Ability to enter multiple owner names and address and type of ownership.
 - c) Maintain historical information for facilities resulting in changes of ownership.
 - 2) Inspection and Inspection Reporting
 - a) Input and retrieval of information associated with conducting real time, onsite inspections.
 - b) Offsite, offline inspections.
 - c) Subsequent review and editing.
 - d) Availability of previous inspection information by field staff during an inspection.
 - e) Legal and customized reference information retrieval and application ability to record canned and ad hoc violation information including comments from a pre-written library.
 - f) Ability to track outstanding violations noted on prior inspections.
 - g) Auto fill activities into a time accounting.
 - h) Format inspection information into a printable "reader friendly" report.
 - i) Customizable inspection report format for various EH programs.
 - j) Ability to capture electronic signatures in the field.
 - 3) Time Accounting
 - a) Record information on time and specific services spent on or in a facility.
 - b) Record time spent on general activities, mileage traveling to and from services, and "non-productive" time, such as time off and holidays.
 - c) Interface with County's IntelliTime Virtual Timecard System, which is an electronic time recording system for payroll purposes
 - 4) Billing/Invoicing and Accounts Receivable
 - a) Functions include posting payments through a batch process or individually, and reversals of charges or payments.

Attachment C

- b) Generate invoices on variable time schedules, such as anniversary, quarterly, or annual billing for various programs through batch process or individually.
 - c) Generate invoices based on actual time spent and type of inspection activity for various programs through batch process or individually.
 - d) Generate Certified Unified Program Agency (CUPA) bills in compliance with the California Health and Safety Code, Section 25404.5 et. seq.
 - e) Provide a consolidated invoice to businesses segregated by specific fire agency/participating agency jurisdictional boundaries within the CUPA jurisdiction.
 - f) Penalization of invoices including multiple rates for specific fire agencies/ participating agencies.
 - g) Ability to link invoices to facilities in order to track balances and send outstanding fees to collections based on facility/owner information.
 - h) Ability to generate reports for financial activities.
 - i) Ability to print invoices using specialized reports for multiple programs.
- 5) Enforcement
- a) Maintain survey and sampling data.
 - b) Maintain inspection notes or comments.
 - c) Track program enforcement activities.
- 6) Public Notification
- a) Establish and maintain a public website that shows inspection results information, e.g., inspection reports and permit suspensions for public viewing.
 - b) Ability to capture PDF version of inspection reports for posting on a public facing website based on business rules.

- 7) Reports
 - a) Reader/user-friendly “canned” reports.
 - b) Ability to create customized and ad hoc reports.
 - c) Reports to show “point in time” historical data.
 - d) Ability to schedule reports and deliver them via email or file system.
 - e) Ability to archive pdf versions of saved reports.
 - f) Ability to export data to common data formats.
 - 8) Complaints
 - a) Record and track facility complaints.
 - b) Assign unique complaint identifier.
 - c) Assign complaint to inspection staff for follow up.
 - d) Ability to document findings on a printable report.
 - 9) Plan Submission/Review
 - a) Enter facility, business and contractor information, and track submission and notification.
 - b) Maintain plan inspection information.
 - c) Schedule inspections.
 - d) Create plan review letters.
 - 10) Employee Data
 - a) Unique employee identifier, position and title.
 - b) Assigned program job numbers, geographical area and regulated facilities, and equipment.
 - c) Record time and activity for each employee.
 - 11) Geographical Information System (GIS)
 - a) Auto geocode upon creation of a new record with a valid address.
 - b) Spatial data entry, management, retrieval, analysis, and visualization functions.
- b. Portals
- 1) Business/Public Portal
 - a) Allow public/businesses to submit complaints, to include common file formats for documents, pictures and videos.
 - b) Allow public/businesses to submit online applications for permits.

- c) Provide an online plan check tracking process wherein a plan submitter can view each step and result along their plan check approval process.
 - d) Allow fee payments from businesses to be made securely online with validation of payment.
- 2) Certified Unified Program Agency HazMat/Chemical Reporting Portal (CUPA)
- a) Comply with Health and Safety Code section 25404(e).
 - b) Link to fire department agencies, cities and businesses via web interface and major device platforms.
 - c) Allow online fee payments with validation of payment, allowing apportioned disbursement to fire agencies.
 - c) Export payment information within the database system to the billing/invoicing component.
 - d) Fully integrate with California Environmental Reporting System (CERS) including the ability to maintain a CERS compatible data dictionary XML schema incorporating all CERS system fields and violation library that apply to State mandated electronic data exchange for Unified Program.
 - e) Allow emergency responders access to portal to access to a business Hazardous Materials Business Emergency Plan and Chemical Inventory information 24/7 via a web based user interface.
 - f) Ability to automate export of Chemical Inventory information to fire services dispatch center on a daily basis.
 - g) Report library and user-customizable reports.
 - h) E-mail alert notification system.
 - i) Ability for regulator users to review electronic submissions and compare with archived submissions.
- c. Document Attachment
- Ability to identify attachments by record type and write free-form comments on attachments.
- d. Interface Management
- 1) Import custom datasets from external sources into custom tables and combine with existing data for reporting.
 - 2) Automatically delete data according to a record retention schedule and/or notify of pending data purge.
- e. Local Systems Administration
- 1) Perform administrative functions such as access rights or creating ad hoc queries.
 - 2) Grant permissions based on roles; rights can be inherited from other roles.
- f. System and Resources Requirements

1) 24 hour/7 days per week (24/7) technical support.

2) Tested, verifiable Disaster Recovery strategies in place.

I. **TECHNOLOGY REQUIREMENTS (If hosted on HCA premises)**

EHDMS installed on HCA premises shall operate within the existing HCA Information Technology (IT) environment, including the Local Area Network, hardware, and software infrastructure, so that the EHDMS does not require its own separate technical environment. EHDMS shall interface with other HCA and County systems, as well as with standard office software as outlined below.

1. Conformity and Support

The EHDMS shall fully conform with and support the following HCA IT infrastructure and environment requirements. HCA has standardized its use of virtualization technology, whenever possible, for all new systems.

a. Server environment

1) Industry-standard server operating system running on virtual hardware.

2) x86 64 compatible processor from Intel or AMD.

3) Operating system (Windows): Microsoft Windows 2008 R2 or newer.

4) Operating system (Linux): Red Hat Enterprise Linux or CentOS.

5) Network adapters running at 1GB Full-Duplex (minimum requirement).

6) SAN-attached storage (optional) using fibre cards from QLogic running at 8Gb (minimum requirement).

7) Hewlett Packard (HP) is HCA/IT server hardware vendor.

8) VMWare vSphere 5.x is HCA/IT preferred virtualization software.

9) Citrix Xenapp 6.x is HCA/IT preferred application delivery software.

b. Operating Environment

1) Full support of standard networking technologies: DNS, DHCP, NTP, WINS, TCP/IP.

2) All communications must be encrypted in-transit through the use of standard security protocols: SSH, sFTP, SCP, HTTPs.

3) At-rest encryption methods must comply with industry-best practice as designated by NIST.

4) SQL 2012 (Preferred) -compliant relational or post-relational database management software: Microsoft SQL, Oracle, MySQL.

5) Web services hosted by Microsoft IIS, Apache, or Tomcat.

c. Client environment

- 1) x86 64 compatible processor from Intel or AMD.
- 2) Microsoft Windows 7 and newer.
- 3) Internet Explorer 10 and newer.
- 4) Microsoft Office 2010 and newer.
- 5) McAfee Virus Scan Enterprise.
- 6) McAfee Disk Encryption.
- 7) Network adapter running at 1GB Full-Duplex [minimum requirement).
- 8) iOS (See Mobility Requirements).
- 9) Microsoft Bitlocker.

d. Mobility Requirements

- 1) Application will be designed in a way that is device agnostic, i.e., application performance will be identical whether the end user is connecting from a desktop versus a tablet or mobile device.
- 2) All menus and forms will scale to display appropriately on any device, regardless of screen resolution, aspect ratio, or orientation.
- 3) Alternatively, application may provide alternate interfaces or points of entry depending on the end user's device, e.g., a mobile app for tablets, iPads and smart phones versus a full featured application for workstations and laptops.
- 4) If offline access is required, the application shall accommodate devices with limited space by downloading the minimum amount of data needed to function without an active connection to the server.
- 5) All forms and menus will be designed for optimal performance over slower or unreliable connections, e.g., VPN, satellite or burst wireless connections, Wi-Fi, or a tethered internet connection.
- 6) Whenever possible, application will offload large workloads to the server to accommodate devices with low-power or slower processors, e.g., tablets or mobile phones.
- 7) Forms and menus will be designed with touch interaction as the primary expected input method through the use of drop-down lists, on/off switches, and context-specific fields.
- 8) Application will support native functions of the client device, including but not limited to: on-screen keyboards, voice dictation, predictive text and suggested words, front and rear cameras, and GPS location services.

e. Single Sign on Requirements

- 1) Solution must support federated single sign-on (SSO) using Active Directory Federation.
- 2) Services 2.0 and above which uses SAML Assertion.

- 3) ADFS claims can be used for roles-based authentication within the application. If not supported, describe how different levels of access to the application are controlled.
- 4) USER ACCESS. Ability to comply with SAML 2.x, a standards-based single-sign on authentication method, in which the software/site in question allows System to authenticate a user and accepts System's assertion of authorization via SAML.
- 5) At login, System will be the identity provider and will determine whether the user has authenticated properly using their local credentials. If the user authenticates correctly, System will redirect the user's browser and pass a SAML assertion to the system/site in question, which the system/site will consume in order to grant access.
- 6) USE OF IDENTIFIER. The system/site shall not require its own internal username and password for users, nor shall it rely solely on a user's inclusion in System's Active Directory, but shall use the appropriate unique identifier as identified by System.

2. Support and Training Requirements

a. Contractor Support Plan

Contractor shall be responsible for maintaining and supporting all installed application software, initially under a one (1) year warranty beginning after full acceptance of the EHDMS upon implementation. Further support will be provided under ongoing software license renewals. Contractor support shall be based on a 24/7 operation of the EHDMS, and shall delineate a list of possible services incorporating both HCA site and Contractor site staffing, and the costs associated with those services. There will be pre-established Service Level Agreements for measuring the effectiveness of the delivery of the services. Contractor's support plan will be jointly developed by HCA and Contractor prior to the initiation of Contractor's support. The cost of such support will be borne by Contractor unless the problems can be shown to be attributable to the hardware, network, operating system or other system components whose operation and maintenance is the responsibility of HCA.

b. Required Support Levels

- 1) System Availability.
- 2) System Performance.
- 3) System Utilization.
- 4) Incident Management.
- 5) Bar Scanner operation and synchronization.
- 6) Reporting.
- 7) Data Integrity.
- 8) Security.
- 9) Change Management.

c. Support Tiers

HCA will be the initial line of contact for system users through the Administrators group. The HCA Service Desk will diagnose, resolve, and escalate problems that clearly relate to HCA areas of responsibility. Problems that cannot be resolved by HCA will be referred to Contractor. Support for the EHDMS will be structured in three (3) Tiers. HCA will be responsible for Tier Zero (0), Tier One (1) and Tier Two (2); Contractor will be responsible for Tier three (3).

Tier Definitions

Responsible Party/Tier	Responsibilities
HCA Admin Users Tier Zero (0)	<p>First line of support during normal working hours, Administrator shall:</p> <ul style="list-style-type: none"> • Assist EHDMS users with general computer and application problems involving hardware, operating system, network and application errors. • If Tier Zero (0) is unable to resolve the problem, it will be referred to Tier One (1).
HCA Service Desk Tier One (1)	<p>Secondary line of support during normal work hours, Service Desk staff shall:</p> <ul style="list-style-type: none"> • Resolve service tickets involving system access problems, passwords, system downtime and errors. • Provide user assistance in use of the EHDMS and any related third party software. • If Tier One (1) is unable to resolve the problem, it will be referred to Tier Two (2) or Tier Three (3) as appropriate. • HCA after hours support will facilitate communications between Contractor and end user in the event an issue arises after hours.
HCA Software Support Tier Two (2)	<ul style="list-style-type: none"> • Troubleshoot all hardware and network problems. • Troubleshoot all database integrity and performance problems. • Responsible for restore from backup, routine maintenance, software updates and enhancements. • Resolve operational problems such as scheduling and production. • Maintain all required third party software licenses. • Coordinate problem resolution between all third-party contractors not related to the EHDMS. <p>If Tier Two (2) is unable to resolve the problem, it will be referred to Tier Three (3).</p>
Contractor Support Tier Three (3)	<ul style="list-style-type: none"> • Provide 24/7 support to diagnose and resolve application errors. • Resolve problems with the EHDMS including all core functionality, interfaces and other middleware proposed by Contractor. • Resolve problems with any third party software that has been imbedded or integrated with the EHDMS.

3. Operations and Maintenance Procedures

a. Contractor shall be responsible for establishing operations and maintenance procedures for the EHDMS. Contractor shall provide the necessary documentation and procedures to support HCA's operations of the EHDMS on a 24/7 basis. Contractor shall perform the following:

- 1) Maintain the EHDMS program code to provide the functionality defined in functional requirements.
- 2) Distribute any software upgrades or version replacements to which HCA is entitled under the software license along with updated user and operational documentation and assist in its installation in the test environment and migration to production.

- 3) Maintain comprehensive change control procedures to control software versions and releases; HCA should be notified formally of any intended changes.
 - 4) Develop procedures for software distribution to HCA and its business partners who may be users of the system including any application server software and any client software (if needed).
 - 5) Correct any errors in functionality that are reported by HCA or business partners that are identified by Contractor within a reasonable period, depending upon the severity of the error.
- b. Contractor shall utilize the following Severity Index for categorizing and prioritizing application errors.

Severity 1 - Application errors that cause:

- Problems in completing less than 10% of system processes.
- Problems having an immediate adverse impact to performing inventory processes.
- Disruption in service resulting in system unavailable for one (1) hour.
- Disruptions affecting HCA staff and our business partners.

Severity 2 - Application errors that cause:

- Major operational impact, even if workarounds are available.
- Problems having an adverse impact to business within 24 hours.
- Problems affecting business partners from logging into the system.

- 1) For a Severity 1 problem, Contractor must acknowledge receipt of the problem report within one (1) hour, must be working on the problem within four (4) hours of initial report, and must fix the problem within twenty four (24) hours of initial report. Periodic status reports are required during this period.
- 2) For a Severity 2 problem, Contractor must acknowledge receipt of the problem report within one (1) hour, must be working on the problem by the next working day, and must have the problem corrected on a schedule to be negotiated with HCA. Periodic status reports are required during this period.
- 3) Contractor shall establish and maintain a source code escrow so that HCA will have access to program source code in the event of bankruptcy, dissolution, merger or other situation which may impact Contractor's ability or willingness to support the software.
- 4) Contractor shall provide a means for HCA staff to report problems via email, telephone, or online submission.
- 5) Contractor shall ensure that responses are made to HCA within specified time periods, acknowledging receipt of the problem report and identifying when direct contact can be made with Contractor-assigned support staff person.
- 6) Establish policies and procedures for prioritizing and responding to HCA requests for support including:
 - a) Criteria for diagnosing reported problems and determining root cause(s) of problem.
 - b) Use of Severity Index criteria for assessing the impact of reported problems.
 - c) Procedures determining responsibility for problem resolution.
 - d) Defining response time for various categories of problems.
 - e) Documenting the response and subsequent actions.

- f) Procedures for escalating disagreements with HCA regarding cause of the problem and responsible party.
 - g) Procedures for working cooperatively with HCA staff to promptly resolve problems.
 - h) Tracking all problem reports.
- 7) Contractor shall update and distribute user and operational documentation to reflect any software corrections/changes.

4. Training Requirements

Contractor may accept County's training plan below or submit their own training plan for County approval.

Contractor shall provide 1) initial "classroom led" hands on training to County, 2) as needed training before full implementation of EHDMS, and 3) training on all future functionality of the EHDMS. In addition to End Users, training attendees may include third party contractors provided by Contractor or County.

a. End User Training

End Users are the largest group in need of training. They are further broken down into more specific groups based upon their job function, logon group, and access rights.

b. Service Desk and Field Technician Training

Service Desk and Field Technician staff should be trained, at minimum, at the Super User level of instruction. Training objectives will be for participants to accurately triage and record issues for escalation to higher levels of support, and identify issues within the system and troubleshoot desktop and mobile device issues. Service Desk staff will be given rights to create and maintain user maintenance.

c. Administrator Training

Administrator staff will be trained in the support of the front and back end architecture, such as database and server administration.

d. Software Support Training

Software Support staff will be trained at the level of both Super User and Service Desk staff, in addition to selected aspects of the Administrator staff level. The objective will be for participants to be able to recognize core issues versus issues that can be cured with a short term work around. Software Support staff will be responsible for testing new releases and updates.

e. User Application Specific Training

All potential users will be trained on the use of the EHDMS application at the level of training that corresponds to the access rights granted to the group that the user is part of.

f. Ad Hoc Report Training

End Users with access to the Ad Hoc reporting tools will be trained on the use of the Ad Hoc report generator.

5. Documentation

In addition to the documentation requirements identified herein, Contractor shall provide documentation for all the functionality provided by the EHDMS, including third party applications that may be needed for implementation.

a. Application/Server Documentation

Contractor will provide the HCA IT System Administrator with the following:

- 1) How to report and trouble shoot server related hang-ups and problems.
- 2) How to verify if the user has lost a connection to the server/application.
- 3) How to add and delete user ID's.
- 4) How to assign rights and privileges.
- 5) How to set up, clear, and trouble shoot print queues.
- 6) How to assign and reset a user password.
- 7) How to set-up a standard desktop or connection from a mobile device.
- 8) How to maintain all system interfaces and peripherals.

b. Application User Documentation

Contractor will provide Super Users with the following:

- 1) How to enter data into the application, find data already entered, and generate reports appropriate to their group rights.
- 2) How to verify if a user has lost a connection to the application.
- 3) How to check print queues.
- 4) Perform standard and advanced searches and to generate reports appropriate to their group rights.
- 5) Troubleshoot lost connections to the application/server.
- 6) How to check print queues.
- 7) Advanced reporting features.
- 8) Interface troubleshooting.
- 9) Delete duplicate records.
- 10) Troubleshoot locked records.
- 11) Find lost records/cases.
- 12) Mobile device connection and operation.

J. IMPLEMENTATION TASKS

1. Project Management

Contractor and HCA shall be responsible for establishing an organization to manage and deliver the required services. Within ten (10) days of the Contract start date, Contractor shall provide a

project organization chart describing the project charter that will be in place for the duration of this Contract.

Contractor shall designate a dedicated Contractor Project Manager and back up staff who will have the authority to commit Contractor resources necessary to satisfy all contractual requirements.

Contractor shall provide County with periodic written project status reports summarizing key activities, reviewing the work plan for adherence and deviation from schedule, and identifying any issues and issue resolutions for the preceding reporting period. The periodic project status reports shall be presented by Contractor's Project Manager to County's Project Manager at monthly project management meetings. This report will be the basis for advising HCA on project progress and to identify issues with which HCA will be made aware and work with Contractor to resolve. The reporting frequency may, at County's discretion, increase during times where additional communication is needed or required.

A proactive approach to risk assessment and management is essential to maximize the probability of success. Contractor shall utilize a comprehensive methodology for ongoing project risk management that addresses such issues as technical risk, resource issues, scheduling problems, and HCA readiness. Contractor shall define escalation procedures to address extended and unresolved problems to County's Project Manager. Notification and emergency procedures shall be established in the event of system failure. The escalation procedures shall require approval of County's Project Manager. The escalation procedures shall include, but not be limited to the following:

- Conditions warranting additional resources in resolving a problem/issue.
- Time durations between escalating to next level of support.
- A diagram depicting the various levels of response.
- The names, titles, and phone numbers of the Contractor personnel responsible for response at the various levels of support.

2. HCA Design & Implementation Work Plan

a. Joint Contractor Plan

Within 10 days of the Contract start date, Contractor shall provide a consolidated project plan to County for approval, after being awarded the contract, which identifies all Contractor and HCA tasks and responsibilities. The approved project plan will be the basis for all project activities, and can be amended with HCA approval as needs may dictate.

Contractor shall provide the project plan to County for approval prior to initiating any tasks. Contractor shall maintain an up-to-date version of the work plan using Microsoft Project or other software as approved by HCA. All changes to deliverable time frames that impact major milestones must be approved at least two (2) weeks prior to the milestone, in writing, by County's Project Manager. All approved changes shall be reflected in the work plan and Contractor shall highlight and explain any major changes to an earlier approved version.

Contractor shall identify all relevant assumptions made in the development of the project plan, and upon which the estimates have been calculated must be clearly documented, including assumptions made for development software tools, use of any third party software, and HCA resources providing assistance.

b. HCA Acquisition of Hardware and Software (On-Site Solution Only)

Contractor shall identify all servers, workstations, operating systems, other software, database management systems, and data network lines and other hardware required to develop, test and operate the EHDMS. HCA IT requires separate environments for development, testing, and training. Contractor shall identify required quantities of required hardware, software and equipment and estimate costs for these items. HCA IT will be responsible for purchasing all equipment from approved County of Orange Contractors. Acquiring and installing all

components other than the EHDMS within a time period mutually agreed upon with the Contractor.

c. HCA Installation of Hardware and Software (On-Site Solution Only)

Once received, HCA IT will configure, install, and test all hardware and software. Once all hardware and software has been successfully installed Contractor will be notified.

d. Development, Testing & Training Environments

Contractor shall develop separate development, testing, and training environments for the EHDMS development for use by Contractor. HCA/EH staff will have access to these environments for monitoring Contractor work, validating test results, and other reasons as needed.

e. Network Test (On-Site Solution Only)

With HCA assistance, Contractor shall test the integrity and responsiveness of the HCA network and their capacity to support the EMOS. The test will include application response time testing, application feature testing, regression testing, throughput, configuration sizing, network reliability, and bottleneck identification. Any network-related problems identified will be discussed and resolved in conjunction with HCA IT.

f. User Acceptance Testing

Contractor shall conduct a User Acceptance Test to ensure that HCA users are able to successfully use the EHDMS and that all modified workflows, policies and procedures are consistent with the EHDMS. Contractor shall develop test scripts and data for this test, review the results and recommend initial system acceptance. HCA users will assist in the actual test and will be responsible for final approval of User Acceptance Test recommendations.

g. System Tuning (On-Site Solution Only)

With the assistance of HCA IT, Contractor shall tune the applications software, database, and network to optimize system efficiency and response times to required response times and cycles.

**ATTACHMENT B
PAYMENT/COMPENSATION**

1. Payment Invoicing Instructions

Contractor shall provide an invoice on Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor shall leave an invoice with each delivery. Each invoice shall have a number and include the following:

- a. Contractor's name and address.
- b. Contractor's remittance address.
- c. Contractor's Tax ID Number.
- d. Name of County Department: Orange County Environmental Health.
- e. Delivery/Service address.
- f. Contract number: **MA-042-16011679**
- g. Department's Account Number.
- h. Date of invoice.
- i. Billing period.
- j. Date of service.
- k. Sales tax, if applicable.
- l. Total.

2. Payment Terms – Payment in Arrears

The invoice is to be submitted in to the user agency/department to the bill-to address unless otherwise directed in this Contract. Payment shall be net 30 days after receipt of the invoice in a format acceptable to County and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with Contractor.

Billing shall cover services not previously invoiced. Contractor shall reimburse County for any monies paid to Contractor for services not provided or when services do not meet Contract requirements.

Payments made by County shall not preclude the right of County from thereafter disputing any services involved or billed under this Contract and shall not be construed as acceptance of any part of the services.

If the Agency reasonably determines that Accela has not completed its designated tasks in a timely manner or that the schedule is more than ten (10) days behind due solely to Accela, the Agency shall provide written notice to Accela describing the circumstances of the delay. Accela shall have ten (10) business days to bring the project current. If the project is not brought current within the ten business day period, the Agency shall be entitled to withhold payment until the project is current, or as may otherwise be agreed upon by the parties.

ATTACHMENT C
COST SUMMARY

Recurring Cost						
Amendment No. 6						
Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Contract Term (License & Support) Data Management Software	\$195,000	\$195,000	\$195,000	\$195,000	\$195,000	\$195,000
Contract Term (License) Public Notification	\$20,601	\$0	\$0	\$0	\$0	\$0
Contract Term (License) Business/CUPA Portal	\$85,000	\$0	\$0	\$0	\$0	\$0
Contract Term (License) CERS Integration	\$26,160	\$26,160	\$26,160	\$26,160	\$26,160	\$26,160
EnvisionConnect Online	\$93,450	\$93,450	\$93,450	\$93,450	\$93,450	\$93,450
Maintenance	Included	Included	Included	Included	Included	Included
Training (include onsite and offsite)	NA	NA	NA	NA	NA	NA
Hosting Fees (optional)	\$41,253	\$35,853	\$35,853	\$35,853	\$35,853	\$35,853
Data Conversion	NA	NA	NA	NA	NA	NA
Source Code Escrow	\$2,190	\$360	\$360	\$360	\$360	\$360
Sub-Total	\$463,654	\$350,823	\$350,823	\$350,823	\$350,823	\$350,823

One-Time Costs						
Amendment No. 2						
Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
EnvisionConnect Online Setup	\$90,000	\$0.00	\$0	\$0	\$0	\$0
Portal Migrations Services**	\$19,980	\$0	\$0	\$0	\$0	\$0
CAS Needs Analysis*	\$25,000 \$12,500	\$12,500	\$0	\$0	\$0	\$0
CAS Onsite Assessment	\$6,295	\$0	\$0	\$0	\$0	\$0
CAS Onsite Training	\$6,295 \$0	\$6,295	\$0	\$0	\$0	\$0
CAS Report Development*	\$2,000 \$1,000	\$1,000	\$0	\$0	\$0	\$0
CAS Data Clean-up*	\$2,000 \$1,000	\$1,000	\$0	\$0	\$0	\$0
CAS Action Plans	\$27,000 \$0	\$27,000	\$0	\$0	\$0	\$0
Hosting Conversion	\$20,250	\$0	\$0	\$0	\$0	\$0
Sub-Total	\$192,525 \$144,730	\$47,795 \$47,795	\$0	\$0	\$0	\$0

* 50% pad upon contract signing and 50% paid upon conclusion of work

** Billed monthly as needed at an hourly rate of \$135

ATTACHMENT D



**County of Orange
Health Care Agency**

**Security Requirements
and Guidelines for
Application Contractors
and Application Service
Providers**

07/2015

1. Overview

Security Requirements and Guidelines for Application Contractors and Application Service Providers

This document provides a high-level overview of application security related guidelines and requirements set forth by the Orange County Health Care Agency (OCHCA), and applies to both software contractors for County-implemented applications and application service providers who provide hosted services.

These requirements and guidelines are consistent with regulatory privacy and security requirements and guidelines as well as supportive of OCHCA's position and practices on risk management in terms of appropriately safeguarding OCHCA's information assets.

The sections below are comprehensive and may apply in whole or in part based on specific implementation and scope of work. The expectation is that Contractors will comply with relevant sections, as necessary. This information will be reviewed, validated and documented by OCHCA Security prior to any contract being finalized.

Contractors are required to comply with all existing legal and regulatory requirements as they relate to OCHCA's systems and data. Example of regulations, rules and laws include, but are not limited to, the Health Insurance Portability and Accountability Act (HIPAA), Senate Bill 1386, Payment Card Industry (PCI) Data Security Standards, and Sarbanes-Oxley (SOX). Contractors must also commit to ensuring compliance with all future local, state and federal laws and regulations related to privacy and security as they pertain to the application or service.

2. General Security Requirements

- The application/system must meet the general security standards based upon ISO 17799 – Code of Practice for Information Security and ISO 27799 – Security Management in Health Using ISO 17799.
- The application must run on an operating system that is consistently and currently supported by the operating systems Contractor. Applications under maintenance are expected to always be current in regards to the current version of the relevant operating system.
- For applications hosted by OCHCA, OCHCA will routinely apply patches to both the operating system and subsystems as updated releases are available from the operating system Contractor and or any third party contractors. The Contractors must keep their software current and compatible with such updated releases in order for the application to operate in this environment.
- Contractors must provide timely updates to address any applicable security vulnerabilities found in the application.
- OCHCA utilizes a variety of proactive, generally available, monitoring tools to assess and manage the health and performance of the application server, network connectivity, power etc. The application must function appropriately while the monitoring tools are actively running.
- All application services must run as a true service and not require a user to be logged into the application for these services to continue to be active. OCHCA will provide an account with the appropriate security level to logon as a service, and an account with the appropriate administrative rights to administer the application. The account password must periodically expire, as per OCHCA policies and procedures.

- In order for the application to run on OCHCA server and network resources, the application must not require the end users to have administrative rights on the server or subsystems.

3. Encryption

- Application/system must use encryption to protect sensitive data at rest wherever technically possible (e.g. SQL TDE Encryption).
- All data transmissions must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level. This requirement pertains to any regulated data in motion such as website access and file transfers.
- All electronic files, where applicable, that contain OCHCA data must be encrypted when stored on any removable media or portable device (USB drives, CD/DVD, mobile phones, backup tapes). The encryption must be a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher.
- All encryption methods used for data storage and transmission must be disclosed by the Contractors.

4. Network Application Documentation

- Contractors must provide documentation related to the configuration of the application including methods of secure implementation and port requirements.

5. Access Management

- Application/system must control access to and within the system at multiple levels (e.g. per user, per user role, per area, per section of the chart) through a consistent mechanism of identification and authentication of all users in accordance with the 'Role Based Access Control' (RBAC) standard.
- Application/system must support measures to define, attach, modify and remove access rights for all classes of users.
- Application/system must support measures to enable and restrict access to the whole and/or sections of the technology solution in accordance with prevailing consent and access rules.
- Application must have the ability to create unique user accounts.
- Application must support session timeouts or automatic logoff after 60 minutes of inactivity.

6. Password Management

- Application must support password management measures including but not limited to account lockout and complex passwords.
- Accounts must be locked after three unsuccessful login attempts.
- The password must be at least 8 characters in length and a combination of letters, numbers, and special characters with at least 3 of the four following categories.
 - ◆ Uppercase letters (A through Z)
 - ◆ Lowercase letters (a through z)
 - ◆ Numeric digits (0 through 9)
 - ◆ Special Characters (! @ # \$ % ^ & etc.)

7. Audit Capabilities

Auditing and logging capabilities will permit HCA to identify, and possibly reverse, unauthorized or unintended changes to application.

- Application must support the identification of the nature of each access and/or modification through the use of logging.
- Application must employ audit capabilities to sufficiently track details that can establish accountability for each step or task taken during operational process.

- All audit logs must be protected from human alteration.
- Access to logs must be limited to authorized users.
- The application must employ basic query tools and reports to easily search logs.
- Logging and auditing functionality must include the following:
 - ◆ Record of who did what to which object, when and on which system.
 - ◆ Successful/unsuccessful log-in and log-out of users.
 - ◆ Changes to user accounts or privileges (creation, modification, deletion).

8. Protection from Malicious Code

- For cloud hosted solutions, Contractor must utilize antivirus/antispymware software on servers and monitor to prevent malicious code which may lead to a compromise of OCHCA's data.
- For local hosted solutions, Contractor must ensure that the application appropriately supports the use of antivirus/antispymware software.
- Application must have the ability to conduct malware scan of uploaded documents to detect and prevent malicious files from being uploaded.

9. Remote Support Functionality

- Contractor must conform to OCHCA Contractor Remote Access Policy.

10. HCA Data Usage

- During the course of any implementation and subsequent support and life cycle management, any OCHCA data that the Contractor has access to in any manner shall be considered confidential unless otherwise designated in writing.
- Contractor must not use or disclose OCHCA's data other than as permitted or as required by contract or law.
- The Contractor must agree to use appropriate safeguards to prevent the unauthorized use or disclosure of OCHCA's data during any time that the data is stored or transported in any manner by Contractors.
- After the end of any appropriate use of OCHCA's data within the Contractors' possession, such data must be returned to OCHCA or securely destroyed unless otherwise permitted by contract or law.

11. Cloud Solutions

Application Service Providers hosting OCHCA data must meet the following additional requirements and are required to comply with and provide deliverables noted below:

- **Network Intrusion Detection and Prevention.** All systems that are accessible via the internet must actively use a network based intrusion detection and prevention solution.
- **Workstation/Laptop Encryption.** All workstations, laptops and mobile devices that process and/or store OCHCA data must be encrypted using full disk encryption that uses a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher.
- **Patch Management.** All workstations, laptops, and other systems that access, process and/or store OCHCA data must have appropriate security patches installed. Application Service Providers must utilize a documented patch management process which determines installation timeframe based on risk assessment and Contractor recommendations. At a minimum, all applicable patches must be installed within 30 days of Contractor release.
- **Application Access.** All systems accessible via the internet must employ security controls to prevent access to the application via an asset not approved or owned by the county.
- **Risk Assessment.** Application Service Providers hosting data for HIPAA covered services must conduct an accurate and thorough Risk Assessment as required by HIPAA Security Rule, Security Management (§ 164.308(a)(1)). Further, they must follow the risk assessment methodology, based on the latest version of NIST SP 800-30 (<http://csrc.nist.gov/publications/nistpubs/800-30->

[rev1/sp800_30_r1.pdf](#)). Upon request, the Risk Assessment findings and remediation strategy must be shared with OCHCA.

- **NIST.** To ensure compliance with HIPAA, Application Service Providers shall implement appropriate security safeguards by following National Institute of Standards and Technology (NIST) guidelines.

12. Policies

Contractor must have formal, published IT security policies that address how they manage and maintain the internal security posture of their own or sub-contracted infrastructure. The Contractor shall also clearly demonstrate that additional security features are in place to protect systems and data in the unique environment of the service provider model: namely, security issues associated with storing County-owned data on a remote server that is not under direct County control and the necessity of transferring this data over an untrusted network.

Contractor must provide, to the extent permissible, all relevant security policies and procedures to the County for review and validation. All documentation must be provided in electronic format for the County's review.

These policies must include, but not be limited to, the following:

- **IT Staff Usage Agreement.** All Contractor employees performing services for the County must sign and agree to an IT usage agreement within their own organization as part of an overall security training and awareness program. At a minimum, Contractor employees must sign a statement of understanding within their own organization regarding Internet dangers, IT security, and IT ethics and best practices,
- **IT Security Policies and Procedures.**
- **IT Operations Security Policy.** Written standards for operational security for any facilities where the County data, staff or systems shall exist. These documents must include, but not be limited to, physical security, network security, logical security, systems/platform security, wireless access, remote access, and data protections.
- **Data Management Security Policy.** Policy for the safeguarding and management of all data provided by the County or accessed by Contractor as part of implementation and ongoing maintenance. This policy must, at a minimum, include check-in, check-out, copy control, audit logs and separation of duties.
- **Security Incident Notification and Management Process.** A detailed document that outlines the contact names and order and escalation of events that will occur in the case of a security breach concerning the County staff, data, or systems. This document must be updated immediately upon any change. The Contractor shall be held liable to the time-tables and protections outlined in the document.

In addition to developing, maintaining, and enforcing the above named policies, the Contractor must:

- Bear the cost of compliance for any required changes to security infrastructure, policies and procedures to comply with existing regulations, unless such change is unique to the County.
- Comply with reasonable requests by the County for audits of security measures, including those related to identification and password administration.
- Comply with reasonable requests by the County for onsite physical inspections of the location from which the Contractor provides services.
- Provide the County with any annual audit summaries and certifications, including but not limited to HIPAA, ISO or SOX audits, as applicable.

- Designate a single point of contact to facilitate all IT security activities related to services provided to the County, with the allowance of appropriate backups. Such contact(s) must be available on a 7/24/365 basis.

13. Business Continuity / Disaster Recovery Plans

Application Service Providers must have a viable risk management strategy that is formally documented in a Business Continuity Plan (BCP) and/or a Disaster Recovery Plan (DRP). This BCP/DRP plan(s) must identify recovery strategies within the application service areas, outline specific recovery methods and goals, and provide the mutually agreed upon recovery time and point objectives.

14. Backup and Restore

The Contractor must provide their routine Backup and Restore policy and procedure which includes their backup data security strategy. These procedures shall allow for protection of encryption keys (if applicable) as well as a document media destruction strategy including media management tasks (i.e., offsite vaulting and librarian duties).

15. Staff Verification

For any employee a Contractor contemplates using to provide services for the County, the Contractor shall use its standard employment criteria as used for similar services provided to other customers in evaluating the suitability of that employee for such roles.

At a minimum, subject to the requirements of applicable law, such criteria must include the information as outlined below for each employee:

- **Relevant Skills, Licenses, Certifications, Registrations.** Each service employee must possess the educational background, work experience, skills, applicable professional licenses, and related professional certifications commensurate with their position. The County may, at any time and at its sole discretion, request that the Contractor demonstrate compliance with this requirement as applicable to the nature of the services to be offered by the Contractor's employee. The County may, at its sole discretion, also request the Contractor's certification that the Contractor employee has undergone a chemical/drug screening, with negative results, prior to granting access to the County facilities.
- **Background Checks.** In accordance with applicable law, the Contractor must, at the County's request, obtain as a condition of employment, a background investigation on any Contractor employee selected to work for the County. The security and background investigation shall include criminal record checks, including records of any conviction in the U.S. or other relevant jurisdiction where the employee resides. Costs for background investigations must be borne by the Contractor.

At a minimum, subject to the requirements of applicable law, the Contractor must:

1. Ensure that all Contractor service employees performing applicable services or supporting the Contractor's duties and obligations under a County agreement: (i) have not been convicted of any crime involving violence, fraud, theft, dishonesty or breach of trust under any laws; and (ii) have not been on any list published and maintained by the Government of the United States of America of persons or entities with whom any United States person or entity is prohibited from conducting business.
2. Follow such verification procedures as may be reasonably specified by the County from time to time. If either the Contractor or the County becomes aware that any Contractor employee has been convicted of a crime involving violence, fraud, theft, dishonesty or breach of trust, or has been included on any such list of persons or entities convicted of such crimes, then the Contractor shall promptly remove the

employee from providing services to the County and prohibit that employee from entering any facilities at which services are provided.

3. Annually certify to the County that, to the best of its knowledge, none of the service employees have been convicted of any felony involving fraud, theft, dishonesty or a breach of trust under any laws.

16. IT Physical Security and Access Control

The Contractor must establish processes and procedures for physical access to and control of their own facilities that are, at a minimum, consistent with relevant industry-specific best practices.

Contractor employees are expected to:

- Comply with facility access procedures, using procedures such as sign-in/sign-out requirements and use of assigned ID badges.
- Scan ID badges, where applicable, at any secure door and/or entrance and exit gates, including any door or gate that may already be open.
- Refrain from using recordable media in conjunction with County-owned equipment.
- Comply with check-in/check-out requirements for materials and/or equipment.
- Adhere to the facility's established emergency, safety and evacuation procedures.
- Report any unsafe conditions to the facility's safety representative.
- Report any access violations or security threats to the facility's local security administrator.

17. IT Security Compliance and Training

The Contractor must ensure that all Contractor employees comply with security policies and procedures and take all reasonable measures to reduce the opportunity for unauthorized access, transmission, modification or misuse of the County's data by Contractor employees.

The Contractor must ensure that all Contractor employees are trained on security measures and practices. The Contractor will be responsible for any costs related to such training.

At a minimum, the Contractor is expected to:

- Ensure that a formal disciplinary process is defined and followed for Contractor employees who violate established security policies and procedures.
- Proactively manage and administer access rights to any equipment, software and systems used to provide services to the County.
- Define, maintain and monitor access controls, ranging from physical access to logical security access, including a monthly review of Contractor employees' access to systems used to provide services to the County.

The Contractor shall monitor facilities, systems and equipment to protect against unauthorized access.

At a minimum, the Contractor is expected to:

- Monitor access to systems; investigate apparent security violations; and notify the County of suspected violations, including routine reporting on hacking attempts, penetrations and responses.
- Maintain data access control and auditing software and provide adequate logging, monitoring, and investigation of unusual or suspicious activity.
- Initiate immediate corrective actions to minimize and prevent the reoccurrence of attempted or actual security violations.
- Document details related to attempted or actual security violations and provide documentation to the County.

- Provide necessary documentation and evidence to the County in connection with any legal action or investigation.

18. Security Testing Recommendations

The Contractor should perform a series of steps to verify the security of applications, some of which are noted below. This section will not be validated by the County, but reflects best practices that the Contractor should consider and follow.

1. Look for vulnerabilities at various layers of the target environment. In the lowest layer, the Contractor's testing team should look for flaws in the target network environment, including any routers and firewalls designed to control access to the web server and related target components. The team should attempt to determine whether such filters provide adequate protection at the network layer of the target hosts that the team can reach across the Internet.
2. Look for flaws in the Internet-accessible hosts associated with the target infrastructure, including the web server. This host-based component of the test will analyze which network-accessible services are available on the target hosts across the Internet, including the web server process. The testing team should look for incorrect configuration, unpatched or enabled services, and other related problems on the target hosts.

This review performed by the Contractor should include but not be limited to:

- The web application (i.e., the software that interacts with users at their web browsers; typically custom-crafted code created by the web development team)
- The web server application (the underlying software that sends and receives information via HTTP and HTTPS, typically off-the-shelf software such as Microsoft's IIS or the open-source Apache software)
- Any separate backend application servers that process information from the web application
- The backend database systems that house information associated with the web application.
- Infrastructure diagrams.
- Configuration host review of settings and patch versions, etc.
- Full code review.
- Identification and remediation of well-known web server, code engine, and database vulnerabilities.
- Identification and remediation of any server and application administration flaws and an exploitation attempt of same.
- Analysis of user interface, normal application behavior, and overall application architecture for potential security vulnerabilities.
- Analysis of data communications between the application and databases or other backend systems.
- Manual analyses of all input facilities for unexpected behavior such as SQL injection, arbitrary command execution, and unauthorized data access.
- Analyses of user and group account authentication and authorization controls to determine if they can be bypassed.
- Identification of information leakage across application boundaries, including the capability to enumerate other users' data and "show code" weaknesses that reveal internal application logic.
- Identification of areas where error handling is insufficient or reveals too much sensitive information.
- Identification of opportunities to write to the host file system or execute uploaded files.
- Identification of product sample files, application debugging information, developer accounts or other legacy functionality that allows inappropriate access.
- Determination as to whether or not fraudulent transactions or access can be performed.
- Attempts to view unauthorized data, especially data that should be confidential.

- Examination of client-side cached files, temporary files, and other information that can yield sensitive information or be altered and re-submitted.
- Analysis of encoded and encrypted tokens, such as cookies, for weakness or the ability to be reverse engineered.

19. Contractor Deliverables

The following items are to be provided by the Contractor prior to the contract finalization:

- OCHCA Security Requirements and Guidelines for Application Contractors and Application Service Providers - Questionnaire
- Contractor risk acceptance / compliance statement
- Business Continuity Plan Summary (as related to service provided)
- ISO SOX compliance certificate (if applicable)
- Security Waiver form (if applicable)
- IT Security Staff Usage Policy
- IT Security Policies and Procedures
- IT Operations Security Policy
- Data Management Security Policy
- Security Incident Notification and Management Process
- Security Contact Identification (24x7x365)
- Staff Related Items
 - Pre-Employment Screening Policy/Procedure
 - Background Checking Procedure
 - Ongoing Employment Status Validation Process
 - Staff Roster and Duties

Appendix 1 - Capacity Assessment Services (CAS) Statement of Work

Professional Services

Orange County Environmental Health Department ('Client') will undertake the Capacity Assessment Services to improve agency capacity to provide better customer service, improve efficiency and productivity, increase transparency and accountability, reduce costs, and streamline communication.

Capacity Assessment differs for each Client, depending on large part by the results of the Assessment. However, in essence, the following are the activities and deliverables provided by Accela Software Company, LLC.

Step 1 – Agreeing on Expectations

This step lays the foundation for a successful consultation and occurs as part of developing the Price Proposal. Together, we will develop a Statement of Work and consultation strategy that meets your objectives while minimizing risks, along with the organization to carry out the strategy. At the conclusion of this step, Accela will deliver:

- Statement of Work documenting:
 - Project Team
 - Communication Lines
 - Leadership Goals
 - Budget
- Accela and Client agree that all available CAS hours will be spent in the above focus areas.

Step 2 – Assessing Client Operations

Accela works with agency leadership and staff to determine and document:

- Office workflow, policies, and processes
- Knowledge and resource gaps
- Data, training, and cultural issues
- Configuration issues
- Actions needed to address issues and gaps

Accela employs a structured approach using specific web-based program-area surveys as well as informal question and answer sessions. This, coupled with onsite observation of staff conducting their daily tasks, provides input to describing the actions needed to address issues.

Step 3 – Implementing Action Plans

After reviewing the Assessment documentation, the agency may need time to correct data, establish policies and practices, or provide additional resources to address the gaps discovered during the Assessment.

For example, typical actions might include:

- Purging obsolete or incorrect data
- Re-configuring the Accela product
- Eliminating duplicate records
- Establishing reporting needs
- Developing reports
- Re-assigning tasks
- Purchasing hardware, or IT infrastructure
- Establishing feedback mechanisms

Additional Labor Needed

If client requests additional work or changes scope that results in an increase of hours quoted under the Professional Services fee, client will be charged the following rate: \$135/hr

*Client will be notified before any additional work is started and will have the right to approve further work or conclude project

Appendix 2 – Envision Connect Online Statement of Work

A brief summary of Envision Connect Online:

EnvisionConnect Online is the web-based transaction and data-sharing system for regulated businesses, public constituents, and regional partner agencies.

Accela Project Team

Agency Required Project Team		
Role	Name	Responsibilities
Project Manager-PM	Aisha Mondol	<ul style="list-style-type: none"> • Manage project resources and deliverables • Identify project needs • Directly coordinate with Client Project Coordinator • Interact with IT team to ensure all server needs are communicated clearly • Provide all necessary info for agency to communicate with its financial data provider • Oversee System setup and configuration • Develop and deliver training • Schedule and attend project meetings/activities
Director of Professional Services	Brian Weber	<ul style="list-style-type: none"> • Oversee project team and deliverables • Develop project backlog • Escalate issues as needed

Agency Project Team

The Agency is expected to provide the following team resources to ensure success of the project.

Agency Required Project Team	
Role	Responsibilities
Project Coordinator-	<ul style="list-style-type: none"> • Available for all Project meetings and activities • Have a thorough understanding of Client operations and workflows • Communicate directly with Accela and Client Project Managers • Assist Accela Project Manager with training support materials • Participate in all activities outlined in project backlog • Obtain approval and signature on all required sign-off documents • Coordinate Client subject matter experts
Department/Program Subject Matter Experts	<ul style="list-style-type: none"> • Have thorough knowledge of business practices, agency policies, and department workflow • Define setup requirements • Participate in testing • Final acceptance review • Train-the-trainer(s)

Define the implementation plan including key milestones and deliverables a time frames:

Key Project Milestones
Project Kick-off Meeting
Upgrade to EnvisionConnect 5.4 ¹
Procure or provision web server
Download install
Register domain and configure web server
Configure firewall
Create EnvisionConnect database account
Identify email server (SMTP Server)
Deploy install package and Configure database, e-mail, web server
Test Admin Access
Conduct web training
Identify payments gateway / request interface details (Accela Web Payments recommended)
Configure payment interface
Create/test forms/workflows

EnvisionConnect Online Deliverables

The EnvisionConnect Online Implementation Specialist will complete the following tasks remotely:

- Configure Web server
- Install software and components
- Define organizational roles and users
- Build online forms
- Customize web access privileges
- Pre-populate forms with existing data
- Implement submission review and acceptance criteria
- Administrator Training

Timeline

- June 2016 – Kick Off Meeting
- July 2016 – Test System Available
- August 2016 – Training and Testing

¹ EnvisionConnect 5.4 is necessary to receive all the benefits of the EnvisionConnect Online system. Otherwise, there is not normally a strong dependency between EnvisionConnect and EnvisionConnect Online versions.

- September 2016 – Pilot, Refining and Final Test
 - October 2016 – Go Live for Financials only
 - November 2016 – Transition Press Agent
 - December 2016 through February – Focus on Service Requests, Complaints and other functionality
- **Recommended Order:**
- Financial Payments first due to portal dependency
 - Press Agent Transition
 - Service Requests
 - Complaints

This project requires deliverables from both parties (Accela and the implementing agency).

The table below describes project responsibilities

Requirement	Responsible Party
Named Implementation Specialist / Project Manager	Accela
Named Project Coordinator / Subject Matter Expert(s)	Agency
Named IT Liaison / Manager***	Agency
Named EnvisionConnect Online Administrator / EnvisionConnect Account	Agency
Software License, Maintenance, and Support	Accela
EnvisionConnect Online Administrator's Guide	Accela
EnvisionConnect Online Software Installation***	Agency
System Configuration (Initial Access, Database Connectivity, E-mail)	Agency
EnvisionConnect Online Server***	Agency
SMTP Server/Services (for outgoing e-mail)***	Agency
SQL Server Credentials (new account / limited access for web server)***	Agency
Firewalled Database Connectivity from EnvisionConnect Online Server to EnvisionConnect SQL Server (e.g., port 1433)***	Agency
Online and Remote Training Resources	Accela

***If agency is hosted, IT responsibilities are assumed by Accela

Hardware & Network Requirements (Self Hosted)

The following applies only to instances of EnvisionConnect / EnvisionConnect Online hosted by the implementing agency.

EnvisionConnect Online Server

A Windows server with the following characteristics must be provisioned and deployed in the agency's "DMZ." The server may be virtualized. The server may host both the Production and Test instances.

Hardware Requirement	Description
Processor	Intel Xeon or quad-core equivalent (required)
Memory	8 GB (minimum) 16 GB (recommended)
Hard Disk	Best practices suggest using a disk configuration, which provides a balance of speed and redundancy (with at least 500GB of free disk space). Please contact Decade Software Company for additional support.
Operating System	Windows Server 2008 R2 Windows Server 2012 (recommended)

Firewall

The agency's firewall must allow traffic from the EnvisionConnect Online Server and the existing EnvisionConnect database (Production and Test). Generally, this requires opening TCP Port 1433 between the two machines.

SQL Server Account

The agency's SQL Server must be configured to implement a new named account by which EnvisionConnect Online communicates.

This gateway integrates seamlessly with the EnvisionConnect data management back-end, and offers the following components:

Core/Configuration – Agency-Driven Workflow Design

Once deployed and securely connected to the agency's EnvisionConnect database, the system may be configured by the agency for any number of named workflows/input forms within the scope of Complaints (e.g., food, solid waste, abandoned pool, etc.) and Service Request (Plan check, application for a permit, public records request, etc.).

The core configuration includes e-mail integration for submission notices, password confirmation, etc.

The core deployment/configuration includes a Test and Production instance.

Complaints

Any number of EnvisionConnect Online workflows may feed into the Complaint Dispatch Center through forms and workflows specified/designed by the agency. Complaints may be anonymous and could include attachments (e.g., pictures).

Service Requests

Any number of EnvisionConnect Online workflows may feed into the Service Request Dispatch Center through forms and workflows specified/designed by the agency. Service Requests may require registration (i.e., username/password) and may require attachments (e.g., plans) and fees.

Payments

Online credit card payments for services/forms may be required for any workflow. The payments subsystem connects with the agency's Payment Gateway (Accela Web Payments recommended) for secure online transactions.

Accela Web Payments is a secure payment gateway for credit card payments on the web and at the counter. Accela Web Payments is integrated to EnvisionConnect Online and is contracted separately.

Invoices and Statements

Existing invoices/statements may be paid online, thus avoiding the postage, paper, and handling. The payments subsystem connects with the agency's Payment Gateway for secure online transactions.

Permits

Paid permits may be immediately printed/reprinted on demand by customers, thus avoiding printing, postage, and handling.

Business Dashboard

Each registered user may be attached to one or more permitted entities. Those attached entities may be managed by the registered user through the Business Dashboard. The dashboard features a summary of all facilities, complaints, inspections, fees, open violations, etc.

Public Queries

Agencies have the ability to create data sets that can then be queried by constituents to retrieve desired data results. This functionality is most commonly used in publishing restaurant inspections and violations from the EnvisionConnect Management System. The site allows the public to search for their favorite restaurant at any hour, get driving directions, see permits, inspection history, and any violations. Each agency chooses just how much (or how little) data is published. Many jurisdictions use the site as a launching pad for food safety educational materials.

Appendix 3 – Migration to CERS Statement of Work

Overview

The following Statement of Work will detail how Accela will provide you with Professional Services consulting. This Statement of Work ("SOW") sets forth a scope and definition of the

consulting/professional services, work and/or project (collectively, the “Services”) to be provided by Accela (“Accela”) to Orange County, CA (“Agency”).

Capitalized terms not defined in this SOW are as defined in the Services Agreement. In the event of any conflict between the Agreement and this SOW, the terms of the Services Agreement shall govern.

Work Description

Accela will work with Agency staff to migrate Portal data to CERS. The specific scoping points can be found below under Specific Scoping Details and Assumptions

Project Schedule

The project is expected to take approximately 9 months to complete. The termination of this project is 12 months from the date of execution.

Due to the compressed nature of the project schedule, if an Agency-based delay puts the project on hold more than one (1) month, Accela reserves the right to terminate the contract and new terms will need to be negotiated. If an Agency-based delay puts the project on hold past the termination period, Accela reserves the right to terminate the contract at the time of the delay.

The following represents a high level plan for the project. The actual project plan will be delivered by the project manager after contract acceptance.

Specific Scoping Details and Assumptions

Accela will perform ongoing project management services throughout the project in order to plan and monitor execution of the project in accordance with the activities outlined in the Statement of Work.

By mutual agreement, some project management tasks may be shared between the Accela project manager, and the Client project manager.

Accela Responsibilities:

- Provide overall Accela project management support throughout implementation, included:
 - Data clean-up for facility submittal upload/CME upload
 - CUPA Configuration consulting
 - Data management conventions consulting
 - For the PACT alternative to override fees, maybe we can look into having a power mass data change script similar to LACFD where they use a spreadsheet in conjunction with a script, to write off certain invoices. In this case, the spreadsheet would list the records and the fees to override the fee amounts with. Dave Chappelle worked on the LACFD one with me.
 - Assist the client with getting submissions approved in the portal, then moved to CERS

Agency Responsibilities:

- Provide overall facilitation of communication between PAs and businesses, included:
 - Establish and execute a communications plan to include at minimum:
 - Cal/EPA
 - Participating Agencies
 - Businesses
 - Vendors and Other Stakeholders
- Workflows:
 - Redirect Businesses and CUPAs to use CERS directly for submittals, reviews, and approvals.
 - Direct First Responders to use CERS Directly.
 - Direct staff to use the CERS Integration Wizard (CIW) to process approved submittals.
 - Direct PAs and staff to use the PA to CUPA Transfer (PACT) (or similar) to establish/confirm consolidated billing by the CUPA.
- Product Deployment:

- Deploy PA to CUPA Transfer (PACT) utility (or an alternative solution) such that PAs can inject/update billing line items for the CUPA Programs they manage.
- Deploy EnvisionConnect Online. See “Appendix B – EnvisionConnect Online (ECO) SOW”.

Appendix 4 – Migration to CERS Statement of Work

Overview

The following Statement of Work will detail how Accela will provide you with Professional Services consulting.

This Statement of Work (“SOW”) sets forth a scope and definition of the consulting/professional services, work and/or project (collectively, the “Services”) to be provided by Accela (“Accela”) to Orange County, CA (“Agency”).

Capitalized terms not defined in this SOW are as defined in the Services Agreement. In the event of any conflict between the Agreement and this SOW, the terms of the Services Agreement shall govern.

Work Description

Accela will work with Agency staff to migrate the on premise EnvisionConnect environment to an Accela-hosted environment, according to the requirements set forth by the Agency. The specific scoping points can be found listed further in the document.

PROJECT SCHEDULE

The project is expected to take approximately 6 months to complete. The termination of this project is 7 months from the date of execution.

Due to the compressed nature of the project schedule, if an Agency-based delay puts the project on hold more than one (1) month, Accela reserves the right to terminate the contract and new terms will need to be negotiated. If an Agency-based delay puts the project on hold past the termination period, Accela reserves the right to terminate the contract at the time of the delay.

The following represents a high level plan for the project. The actual project plan will be delivered by the project manager after contract acceptance.

Service Description

Under the EnvisionConnect Hosting service, Accela is responsible for maintaining the Agency's EnvisionConnect deployment, including tasks such as updating, troubleshooting, backing up, restoring, and otherwise maintaining hardware (servers) and software. Accela applies patches and upgrades to the software at the Agency's direction.

An Accela-Hosted environment is beneficial to health departments of all sizes for many reasons. Hosting allows agencies to hand off the resource-intensive responsibilities of managing IT needs for their agency to Accela. The EnvisionConnect deployment is maintained in a high-performance environment utilizing top hardware and software. Accela operations reflect the practices and controls of the Service Organization Controls accounting standards as documented by a recurring SOC 2 audit and report.

Perhaps most importantly, our hosting partner, Rackspace, embraces the best practices to protect the integrity of your data, including those described in the ISO 27002 security standard, recognized globally as the most comprehensive framework for maintaining information security within an organization.

SPECIFIC SCOPING DETAILS AND ASSUMPTIONS – MIGRATION TO HOSTED ENVIRONMENT

Project management

Accela will perform ongoing project management services throughout the project in order to plan and monitor execution of the project in accordance with the activities outlined in the Statement of Work.

By mutual agreement, some project management tasks may be shared between the Accela project manager, and the Client project manager.

Accela Responsibilities:

- Provide overall Accela project management support throughout implementation, included:
 - Project document management.
 - Facilitate weekly project status meetings with Accela and Client stakeholders to review the project status, risks, issues, change requests.
 - Weekly updated Project Plan
 - Resource Management
 - Executive project oversight and quality assurance.

Hardware and Network Information

Accela will deploy licensed products (e.g., EnvisionConnect, EnvisionConnect Remote, EnvisionConnect Online) in an n-tier configuration consisting of a hardware firewall, load balancer, several dedicated servers, and one or more virtual servers.

All equipment will be available to the Agency via redundant high-speed Internet connections. Public-facing services will utilize secure transmission protocols (e.g., HTTPS). Database servers will have an initial storage capacity of one (1) terabyte, with the option to expand if needed.

Accela’s Data Center Coordinators are responsible for installation, upgrades, server configuration, and performance monitoring and tuning.

Rackspace Inc. is responsible for physical security, power, cooling, networking, hardware provisioning/configuration, and backup.

Technical Requirements

The Client’s network bandwidth and latency must be evaluated to assure system performance. Establishing specific bandwidth requirements is complex because many factors are involved:

- Number of users
- Amount of data transferred (uploaded and downloaded)
- Peak usage times (heavier during EnvisionConnect Remote synchronization)
- How EnvisionConnect and EnvisionConnect Remote are used (some agencies use more features than others)
- The performance of EnvisionConnect and EnvisionConnect Remote (during synchronization) are directly affected by the quality of your network.

Bandwidth:

Bandwidth is a measure of the total throughput (megabits per second or Mbps) available to your network and the outside world. A measured 10 Mbps connection to the data center is recommended.

Latency:

Latency is the time required for a data packet to travel from one point on a network to another point (e.g., a server hosted on the Internet). Network latency is determined by “pinging” another machine using the machine’s name or IP address. The amount of time it takes for the ping to reach the other machine and then return to the requestor (round-trip time) is the latency. The latency is measured in milliseconds (ms).

EnvisionConnect and EnvisionConnect Remote synchronization requires network latency no higher than 70 ms during peak network usage. The lower the network latency (e.g., 50 ms or less) the better. EnvisionConnect and EnvisionConnect Remote synchronization performance improves as the latency time decreases.

Packet Inspection

Proxy server and web-filtering software can affect the performance of EnvisionConnect and EnvisionConnect Remote synchronization. If your agency uses a proxy server or web-filtering, make sure to exclude the IP address of the machine that is hosting your agency’s installation of EnvisionConnect.

Existing External System Integration(s)

Identify below each instance where EnvisionConnect is accessed or referenced by external systems. For example, local IT may run queries, exports, etc. using EnvisionConnect data.

Applies?	Integration	Description of Functionality
----------	-------------	------------------------------

Yes / No	External Reporting Tools	Reports (aside from Crystal and Report Builder) which require a direct connection to the EnvisionConnect database.
Yes / No	External Import / Export	Processes which extract or import data from/to EnvisionConnect. An example would be an integration with an enterprise financial system.
Yes / No	External Web or Mobile Applications	Agency-built & maintained web/mobile applications (excludes EnvisionConnect Online and Press Agent) which make a direct connection to the EnvisionConnect database.
Yes / No	External Queries	Processes which prompt an agency to execute queries against the EnvisionConnect database (bypassing EnvisionConnect and its reporting tools).

Project Deliverables

This project requires deliverables from both parties (Accela and the implementing Agency).

Requirement	Responsible Party
Named Implementation Specialist / Project Manager	Accela
Named Project Coordinator / Subject Matter Expert(s)	Agency
Named IT Liaison / Manager	Accela
Named EnvisionConnect Administrator	Agency
Software License, Maintenance, and Support	Accela
System Configuration (Initial Access, Database Connectivity, E-mail)	Accela

Final Testing

Testing your hosted instance will include the following tasks, performed by Accela:

- Login
- Launching Report Builder
- Running Homepage Reports
- Searching at Dispatch Centers and other search pages
- Launching and utilizing the EnvisionConnect Configuration Wizard
- Launching and utilizing the UDF Editor

Accela's Client Services team will work with your project leader to identify critical business processes for testing in the new hosted environment before they are performed in Production.

ORANGE COUNTY HEALTH CARE AGENCY SPECIFIC INTEGRATION POINTS

The following assessment was delivered by Orange County Health Care Agency March 2016. The sections below summarize all known interfaces to/from the EnvisionConnect system. These items must be addressed under the proposed hosted environment, replaced, or decommissioned.

PDF Inspection Reports

It was determined early on that a desirable business goal was to capture an electronic copy of select inspection reports (based on PE and service). At the time Decade had no options to accomplish this. A custom VBSCRIPT was written to extract the daily's created or altered in the past 60 days from the script run date and create a batch file that would then run Recrystallize Crystal Command (third party utility) and create the PDF files for the select dataset. The PDF files can be seen from Envision Connect (via System Tools) and via Hosted Press Agent (via addition of a JavaScript snippet in the template file).

Note that this process has become burdensome as the schedule job often does not complete, the vendor has not updated the utility in some time, and the script is locked in to only one Crystal inspection report. It is desirable to retire this customization and migrate to a more vendor-centric approach assuming that the business objective can still be met. The current custom business rules are based on key flags on the AKA fields in TB_FIN_FEES and CD_CORE_SERVICE_CODE. The rules can be seen in the ochc_Valid_PDFs_v2 view and the VBSCRIPT.

Suggested Solution: Model ECO after the City of Pasadena Food Inspection website; Discontinue display of PDF on public website; Utilize Automatic Report Archive for in-house Archiving.

Closure / Reopen Email Notifications

Runs as a SQL job/stored procedures every 15 minutes looking for closure and reopen services. Sends an email to the assigned inspector of the facility, their supervisor, and anyone whose employee record is tagged with 'CLOSURE' in the AKA06 field of the employee record. This job is unique in that it keeps track of which closures it sent notifications for so that duplicates are never sent.

The two SQL jobs that manage this customization are 'Auto Email Closure NOLOCK' and 'Auto Email Closure Reopen NOLOCK'. Note that these two jobs can often be seen causing Blocks on the server.

The desired methodology would be to utilize SSRS to schedule a report that would accomplish the task with possibly modified business rules to fit the COTS tool.

Suggested Solution: Create report Builder Report to notify list once daily using dynamic subscriptions

VTI (Timecard) Reconciliation

The purpose of the VTI Reconciliation customization is to reconcile the employee's timecard entries (from the county VTI timecard system) to those in the Envision Connect daily table and to match inspector activity to county job numbers. This is accomplished in a three-fold approach:

1. When it's time for an inspector to complete their VTI timecard they run a report that shows their time for the past two weeks (pay period). This report shows their activity in hours and minutes and job code. This allows them to report accurately EC activity to the county payroll. Note that the 'Job Code' is stored in the AKA01 field of the Program Element table.

Employee: EE0000547		Baker, Denamarie													
JobCode	Fri 02/19	Sat 02/20	Sun 02/21	Mon 02/22	Tue 02/23	Wed 02/24	Thu 02/25	Fri 02/26	Sat 02/27	Sun 02/28	Mon 02/29	Tue 03/01	Wed 03/02	Thu 03/03	Total
H4040800	2.00			1.00									4.00		7.00
H4046800 TIMEOFF														8.00	8.00
H404F800	7.00			9.30	9.00	9.00	9.00	6.30				9.00	5.00		64.00
H404N800								1.00							1.00
	9.00			10.30	9.00	9.00	9.00	7.30				9.00	9.00	8.00	80.00

2. When a supervisor is reviewing their staff's timecards, they utilize report 5612. This report utilizes the same logic as report 5611 but instead of taking an inspectors employee number it takes a supervisors employee number and displays their staff's timecards (based on supervisor

relationship in employee table).

Envision Connect Daily Activity Hours																
02/21/2016 ~ 03/05/2016																
for Supervisor Tom Wong																
Employee: EE0000680 Armenta, Katrina																
Job Code	Sun 02/21	Mon 02/22	Tue 02/23	Wed 02/24	Thu 02/25	Fri 02/26	Sat 02/27	Sun 02/28	Mon 02/29	Tue 03/01	Wed 03/02	Thu 03/03	Fri 03/04	Sat 03/05	Total	
H4046800		8.00	8.00	8.00	8.00	8.00			8.00	8.00	4.00	8.00	3.05		71.05	
H4046800 TIMEOFF											4.00				4.00	
		8.00	8.00	8.00	8.00	8.00			8.00	8.00	8.00	8.00	3.05		75.05	
Employee: EE0000594 Gountoumas, Soumelia																
Job Code	Sun 02/21	Mon 02/22	Tue 02/23	Wed 02/24	Thu 02/25	Fri 02/26	Sat 02/27	Sun 02/28	Mon 02/29	Tue 03/01	Wed 03/02	Thu 03/03	Fri 03/04	Sat 03/05	Total	
H4046800		9.00	9.00	9.00	9.30	8.30			9.00	9.00	9.00	8.30	8.00		88.30	
		9.00	9.00	9.00	9.30	8.30			9.00	9.00	9.00	8.30	8.00		88.30	
Employee: EE0000674 Kostner, Emily																
Job Code	Sun 02/21	Mon 02/22	Tue 02/23	Wed 02/24	Thu 02/25	Fri 02/26	Sat 02/27	Sun 02/28	Mon 02/29	Tue 03/01	Wed 03/02	Thu 03/03	Fri 03/04	Sat 03/05	Total	
H4046800		9.00	9.00	9.00	9.00	8.30			9.00	9.00	9.00				71.30	
H4046800 TIMEOFF												8.30			8.30	

- The final facet of this customization is an SSIS job that imports a CSV file from the payroll system, bi-weekly. This file has all the timecard data from our payroll system for all the Environmental Health staff for the last pay period. The file is manually extracted by payroll staff and saved to a prearranged folder. The data is imported into a custom table OCHC_NCC_PHASE3. This data is used in an SSRS report 5613 to compare the two data sets for discrepancies. Note that the file is only imported once and if corrections are made to the payroll system based on the results of this report then the changes will not be reflect upon running the report again.

Suggested Solution: Upload CSV file via SFTP to Accela hosted location; Run SSIS job on Accela hosted to import CSV to custom table

Permit or Close

The Permit or Close workflows are an effort to identify facilities in the Food Sanitation program that are delinquent in paying their annual fees. The workflow exists in four stages:

- Invoices are created bi-monthly (annual and manual) by the accounting department. The invoice ranges are then sent to the DBA to continue the process
- The permit records are tagged as having been invoiced by use of a stored procedure (see dba.ochc_Tag_FPP_POC).
- 24 hours after the penalization process is run each month a report (7018/7019) is run to identify those that are delinquent in the program. The results of report 7018 is fed back into EC and a daily is created with an appropriate service code showing that a seven day letter was sent.
- The food sanitation permit (7020) creates permits only if there is a zero balance on the AR record and the permit status is 'PP'. The permit changes the permit status to 'PC' if successfully printed.

There are two main reasons why this custom process was created, bad converted accounting data and Postal returns. When we went live with Envision back in 2001 a subset of legacy accounting data was converted. This was a bad decision as it was later determined that the data was suspect. Now processes 'steer' themselves around these records. The data needs to be removed from the database completely.

The second issue is postal returns. When an invoice is sent out it and comes back as 'return to sender' the invoice is reversed, given to the inspector to verify the address, address corrected, and the original invoice is manually re-invoiced.

Suggested Solution: Orange County to reengineer its process to use native application workflows

Mobile Apps

The Android and Apple apps are in house development applications that uses a SQL database sitting in our DMZ which holds a subset of EC data. Nightly, a SSIS job runs copying the data over for publication. It also takes advantage of the PDF inspection report that resides on our external facing web server to show the inspection report in both apps. To review the functionality of each you can go to the links below and install them. They are meant for public use, so no special permissions are needed.

- <https://play.google.com/store/apps/details?id=com.ochca.ehfoodmobile>
- <https://itunes.apple.com/WebObjects/MZStore.woa/wa/viewSoftware?id=987578939&mt=8>

Suggested Solution: Unknown; potential for Orange County to pay additional license for Accela to host the database for the Mobile Application or potential to use SSIS to extract a dataset to an FTP site for download

Plan Check Lookup

The plan check lookup site is a simple web form, open to the public, to look up the status of your service request. The data is derived from the same database used by the Mobile App. You can view it from <https://ochealthplancheck.ochca.com/>

Suggested Solution: Replace with EnvisionConnect Online Functionality

KML Maps

The KML maps are KML files that are created weekly via a VBSCRIPT. They generate a map for each of the eight areas in the Food and Pool program. Each one shows program 16, 36 or 24 active facilities and places a pin on its location. If the pin is selected it will show key information for that program at that facility. If there are multiple programs at a single facility (i.e. Disneyland) there will be multiple pins. A sample KML file is available.

Suggested Solution: Abandon KML Maps for existing EnvisionConnect 5.4 mapping functions

Inventory Data Mart

The inventory snapshot is a custom table that captures inventory counts for all active program records in Envision Connect on the first of every month, via a SQL job (populate inventory summary). Historical data has been captured since July 2007. The pseudo data warehouse captures designated employee, PE, category, Inspection Frequency and Period in the OCHC_INVENTORY_SNAPSHOT table.

Suggested Solution: Implement in hosted environment

ORANGE COUNTY HEALTH CARE AGENCY SPECIFIC WORKAROUNDS

Daily Counters

Due to our prior use of FIS, the Daily ID in the SYS_COUNTER table is 'partitioned'. This creates an error to staff roughly once every 8-10 weeks requiring it to be reset to a new range. This is monitored weekly by an SSRS report 'Get Daily Counters' via subscription. Once the available range shrinks it is monitored daily to maximize the counters. Once ECR is fully adopted by the county this will become less of an issue but will always need to be monitored.

Suggested Solution: Unknown; potential to scope and proceed with a change order to eliminate gaps in numbering by cascading a renumbering project

Next Inspection Date

For OC, the next inspection date has been historically unreliable. This issue dates back to the Envision days (Larry Kalpakoff!). To that end, we have a report (5506) that is run monthly, reviewed and then

exported to an excel spreadsheet. That spreadsheet is then sent to our DBA where it is converted to a SQL script to update the current inspection date on the program record.

Suggested Solution: Unknown; CAS can identify why next inspection date is unreliable

Tag INGEN Field on Daily

For OC, the next inspection date has been historically unreliable. This issue dates back to the Envision days (Larry Kalpakoff!). To that end, we have a report (5506) that is run monthly, reviewed and then exported to an excel spreadsheet. That spreadsheet is then sent to our DBA where it is converted to a SQL script to update the current inspection date on the program record.

Suggested Solution: Replace existing process with a Accela authored JSON script for use from 'Perform Mass Data Changes' inside EC Sys Admin.

Seven Day Letter Daily

As part of the 'Pay or Close' policy, a letter is sent to business in the Food program who have not paid their invoice to 'Pay or Close'. A daily is created linked to the program record to show that a letter was sent. There is a specific service code to match this action.

Suggested Solution: Unknown

Award of Excellence Daily

Each year an 'Award of Excellence' is given to each food establishment that have met a certain criteria of performance. The list is determined by a (highly) custom Crystal Report. Once the final list is reviewed and validated the recipients are exported to excel spreadsheet. A SQL script is derived from this list and a daily is created linked to the program record. A unique service code is used to signify the year of the award. The activity date 12/31 is for that year is used. The employee number is also fixed. Past sample spreadsheets and scripts are available for review.

Suggested Solution: Unknown

Cleanup Script

All scripts listed below are scheduled via SQL jobs and run at various times:

Clean FPP Violations – sets the COMPILED_ON_DATE to '7/4/1776' and the IS_OPEN_VIOLATION to 'N' for inspectors in the 16, 36, 20, 15 and 24 program category. This was done to 'help' inspectors as these programs do not go back and abate violations.

Cleanup Orphan Violations – Cleans up orphan violations due to EC defects that will block ECR sync. Deletes violations where the violations RELATED_RECORD_ID is NULL.

Fix AR Records – Resets the INV_MAIL_CODE for orphan AR records to 'A' when the FACILITY_ID is NULL; Sets the DRIVERS_LICENSE field on the AR record to the linked Facility ID. This is so when records are orphaned the former facility is known.

Fix Service Codes – Fixes service codes entered in lower case. Forces to all upper. This messes with some reports that group on service codes and show upper and lower as two groups. Per Decade, this is supposedly not possible.

Assign Portal ID – Creates a GUID on the program record UDF_PORTAL_ID field. This is used to manage record relationships between Envision Connect and portal record. Note, once the portal is decommissioned the job can be deleted and the field removed from the table.

Clean Complaints 1 (Fix-it scripts) – Updates Complaint Log Further Action to 'N' where the Status is '99','05','02','08' and the Further Action is 'Y'

Clean Complaints 2 (Fix-it scripts) – Updates Complaint Log ASSIGNED_DATE to the RECEIVED_DATE where ASSIGNED_DATE is NULL and RECEIVED_DATE is not NULL

Clean Complaints 3 (Fix-it scripts) – Sets the complaint log status to '05' where the INSP_RESOLVED_DATE is not NULL and status <> '05'; Sets FURTHER_ACTION = 'N' where INSP_RESOLVED_DATE is not NULL and FURTHER_ACTION <> 'N'

Clean Complaints 4 (Fix-it scripts) – Cleans the Complaint Log status based on C25 daily activity. If a C25 service has been done against the complaint and the status is not already '05' then it is set to '05'

Clean Violations (Fix-it scripts) – sets the VIOLATION_STATUS to '03' when the COMPLIED_ON_DATE is not NULL and the VIOLATION_STATUS is NULL

Calibrate Anniversary Date (Fix-it scripts) – Sets all anniversary dates to be on the first of the month. This is to make sure the invoice shows the proper dates. Envision sets the anniversary date to be whatever the create date of the AR records is.

Clean Service Requests (Fix-it scripts) – Sets the STATUS on the Service Request to '02' where the STATUS is '01' and there was a daily done for that SR with a service of 'P06','P09','A70','A71','P99'

Set AR in PR (Fix-it scripts) – Updates the field KEY2 on the program record with the AR# associated with the record where the KEY2 is NULL or doesn't match the current KEY2

District Swaps – Reassign program record inventory to a new inspector. A stored procedure was created to facilitate this process, OCHC_ASSIGN_DISTRICT. Two parameters are passed in, district number and employee number. A simple update statement is done in the stored procedure. The 'district' field used to match is actually the C1 field on the program record.

Suggested Solution: All cleanup scripts (1 to 13) will be abandoned related workflows evaluated as part of the CAS process. Script 14 (District Swaps) will be managed using the same methodology as 'Tag INGEN field' (see above). Note that script #5 (Assign Portal ID) cannot be deactivated until the eSubmit portal is decommissioned.