

**AMENDMENT NO. ~~1~~2**

TO

**CONTRACT NO. MA-042-18011826**

for

**THE PROVISION OF DIRECT DIGITAL RADIOLOGY SERVICES  
FOR CORRECTIONAL HEALTH SERVICES PROGRAMS**

This Amendment ("Amendment No. ~~1~~2") to Contract No. MA-042-18011826 for the Provision of Direct Digital Radiology Services for Correctional Health Services Programs is made and entered into on July 1, ~~2020~~2021 ("Effective Date") between ~~SD Xray, LLC~~SDXRAY, Inc. ("Contractor"), with a place of business at ~~8772 Cuyamaca Street~~3220 S. Brea Canyon Rd., Suite ~~102, Santee~~, Diamond Bar, CA ~~92074~~91765, and the County of Orange, a political subdivision of the State of California ("County"), through its Health Care Agency, with a place of business at 405 W. 5th St., Ste. 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as "Party" or collectively as "Parties".

**RECITALS**

WHEREAS, the Parties executed Contract No. MA-042-18011826 for the Provision of Direct Digital Radiology Services for Correctional Health Services Programs, effective ~~July~~May 1, 2018 through June 30, 2020, in an amount not to exceed \$1,831,875 ("Contract"); and

WHEREAS, the Parties executed Amendment No. 1 to replace Exhibit A with Exhibit A-1 of the Contract and to renew the Contract for one year, effective July 1, 2020, through June 30, 2021, in an amount not to exceed \$1,214,411 for the renewal term, for a revised cumulative total amount not to exceed \$3,046,286; and

WHEREAS, in April 2021, Contractor informed County that SD Xray, LLC intends to merge with SDXRAY, Inc., with the surviving entity being SDXRAY, Inc., on July 1, 2021; and

WHEREAS, the Parties now desire to enter into this Amendment No. ~~1 to renew and increase the Contract~~ 2 to incorporate the Parties' Assignment, Novation and Consent Agreement into the Contract that assigns the Contract from SD Xray, LLC to SDXRAY, Inc., effective July 1, 2021; to replace Exhibit A-1 with Exhibit A-2 of the Contract; and to renew the Contract for one year for County to continue receiving and Contractor to continue providing the services set forth in the Contract MA-042-18011826.

NOW THEREFORE, Contractor and County agree to amend the Contract as follows:

1. Exhibit E, entitled "Assignment, Novation and Consent Agreement", is added to the Contract, effective July 1, 2021.
2. Paragraph II. Alteration of Terms, subparagraph A of the Contract is deleted in its entirety and replaced with the following:

"A. This Agreement, together with Exhibit(s) A, B, C, D, and E, attached hereto and incorporated herein, fully expresses the complete understanding of COUNTY and CONTRACTOR with respect to the subject matter of this Agreement."

~~1.3.~~ The Contract is renewed for a term of one (1) year, effective July 1, ~~2020~~2021 through June 30, ~~2021 and the Contract amount is increase by \$339,911;~~2022, in an amount not to exceed \$1,214,411, for this renewal term, for a ~~new aggregate~~revised cumulative total amount not to exceed ~~\$3,046,286~~4,260,697; on the amended terms and conditions.

4. Page 4, Referenced Contract Provisions, lines 2 through 8 of the Contract is deleted in its entirety and replaced with the following:

“Term: May 1, 2018 through June 30, 2022

Period One means the period from May 1, 2018 through June 30, 2019

Period Two means the period from July 1, 2019 through June 30, 2020

Period Three means the period from July 1, 2020 through June 30, 2021

Period Four means the period from July 1, 2021 through June 30, 2022

**NOT TO EXCEED AMOUNT:**

Period One Not To Exceed Amount:	\$ 957,375
Period Two Not To Exceed Amount:	874,500
Period Three Not To Exceed Amount:	1,214,411
Period Four Not To Exceed Amount:	1,214,411
<b>TOTAL NOT TO EXCEED AMOUNT:</b>	<b>\$4,260,697”</b>

~~2.5.~~ Exhibit A-~~1 of the Contract~~ is deleted in its entirety and replaced with Exhibit A-~~1~~2, which is incorporated by this reference.

~~3.6.~~ Contractor shall continue to reference invoices with MA-042-18011826.

This Amendment No. ~~4~~2 modifies the Contract, including all previous amendments, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. ~~4~~2 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. ~~4~~2 shall prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. ~~4~~2, remain in full force and effect.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 42. If ~~the~~ company Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be that of either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be that of either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

**Contractor:** ~~SD Xray, LLC~~ SDXRAY, Inc.

\_\_\_\_\_  
Print Name Title

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name Title

\_\_\_\_\_  
Signature Date

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

Purchasing Agent/Designee Authorized Signature:

\_\_\_\_\_  
Print Name Title

\_\_\_\_\_  
Signature Date

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

\_\_\_\_\_  
Print Name Deputy County Counsel  
Title

\_\_\_\_\_  
Signature Date

EXHIBIT A-12  
TO AGREEMENT FOR THE PROVISION OF DIRECT DIGITAL RADIOLOGY SERVICES  
FOR  
CORRECTIONAL HEALTH SERVICES PROGRAMS  
BETWEEN  
COUNTY OF ORANGE  
AND  
SD XRAY, LLC SDXRAY, Inc.  
JULY 1, ~~2020~~ 2021 THROUGH JUNE 30, ~~2021~~ 2022

**II. DEFINITIONS**

The ~~parties~~ Parties agree to the following terms and definitions, and to those terms and definitions which, for convenience, are set forth elsewhere in this Agreement.

- A. "CHS" means the Health Care Agency's Correctional Health Services program.
- B. "CHS Liaison" means ADMINISTRATOR'S CHS designee assigned to act as liaison between CONTRACTOR and the Orange County Sheriff's Department as well as with other CHS staff as necessary and appropriate.
- C. "CHS Medical Director" means the Health Care Agency's Correctional Health Services Medical Director.
- D. "Contracting Hospital" means a hospital that has executed a Hospital Services for the Correctional Health Services Programs Agreement with COUNTY.
- E. "Contract Officers" means ADMINISTRATOR'S and CONTRACTOR's designees, who shall administer this Agreement for the respective parties.
- F. "County Health Care Professional" means physicians, nurses, health officers or other persons or classes of persons designated by ADMINISTRATOR'S Contract Officer to perform the treatment authorization functions specified in this Agreement.
- G. "Custody Patient" means any of the following:
  - 1. An Orange County Jail inmate referred to CONTRACTOR any CHS Program staff member or Deputy.
  - 2. A minor brought to CONTRACTOR, for treatment, who is under the care and custody of the Orange County Probation Department pursuant to, or pending the filing of, a petition under the Welfare and Institutions Code.
- H. "Deputy" means a sworn officer of the Orange County Sheriff's Department.
- I. "Fiscal Year" means the period from July 1 through the following June 30.
- J. "Professional Services" means those Medical Services provided by Physicians or

medical technicians with current training and a valid license or certificate, as appropriate, to act within the scope of their professional classification.

K. “JHS” means the Health Care Agency’s Juvenile Health Services Program.

L. “Medical Services” means any diagnostic, treatment, or supportive services, excluding TB screenings, which are determined by ADMINISTRATOR to be medically necessary to protect life or prevent significant disability, and/or to diagnose and treat illness or injuries which require treatment to prevent serious deterioration of health. Medical Services include any service or examination authorized in accordance with this Agreement.

**IIII. INTERRUPTIONS IN SERVICE**

A. CONTRACTOR may be excused from providing services hereunder, or such portions thereof as CONTRACTOR is incapable of performing, if it is prevented from providing or arranging for the provision of services by reason of war, fire, insurrection, COUNTY labor matters, riots, lockdown of the CHS Facilities, earthquakes, other acts of God, or other grave cause, as determined acceptable by COUNTY.

1. To such extent it may be held harmless for damages suffered by COUNTY during such interruption; provided, however, any obligation by COUNTY to pay CONTRACTOR may be reduced.

2. To the extent that any disruption of services in progress is the result of actions taken by OCSD for security purposes, CONTRACTOR may be excused from providing services hereunder and any obligation by COUNTY to pay CONTRACTOR shall not be affected.

B. If CONTRACTOR is unable to provide or arrange for the provision of a substantial portion of the services hereunder for twenty (20) consecutive calendar days, COUNTY may terminate all or a portion of this Agreement upon ten (10) calendar days prior written notice given at any time during or after such period to CONTRACTOR.

**IIIII. PAYMENTS**

A. The following budget for services provided in accordance with Paragraph III of this Exhibit A -2 to the Agreement is set forth for informational purposes only and may be adjusted by mutual written agreement of CONTRACTOR and ADMINISTRATOR; provided, however, that the total of all such adjustments shall not exceed the Maximum Obligation for each Period or COUNTY’S Total Maximum Obligation as specified on Page 4 of the Agreement, as adjusted in accordance with the Maximum Obligation Paragraph of this Agreement:

CATEGORY	PERIOD ONE	PERIOD TWO	PERIOD THREE	<u>PERIOD FOUR</u>
Administration	\$ 86,125	\$ 79,500	\$ 48,750	<u>\$ 48,750</u>
Program	785,126	715,500	955,260	<u>955,260</u>
Profit	<u>86,125</u>	<u>79,500</u>	<u>110,401</u>	<u>110,401</u>

TOTAL	\$957,376	\$874,500	\$1,214,411	<u>\$1,214,411</u>
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B. As compensation to CONTRACTOR for providing services in accordance with Paragraph III of this Exhibit A-2 to the Agreement, COUNTY shall pay CONTRACTOR monthly, at the following amounts for each Period; provided, however, that the total of all such monthly payments shall not exceed the Maximum Obligation for each Period or COUNTY'S Total Maximum Obligation as specified on Page 4 of the Agreement, as adjusted in accordance with the Maximum Obligation Paragraph of this Agreement:

CATEGORY	PERIOD ONE	PERIOD TWO	PERIOD THREE	<u>PERIOD FOUR</u>
Administration	\$ 6,152	\$ 6,625	\$ 12,396	<u>\$ 12,396</u>
Program	56,080	59,625	79,605	<u>79,605</u>
Profit	<u>6,152</u>	<u>6,625</u>	<u>9,200</u>	<u>9,200</u>
TOTAL	\$68,384	\$72,875	\$101,201	<u>\$101,201</u>

1. On an as-needed basis, ultrasound services provided by CONTRACTOR shall be billed as fee-for-service not to exceed eighty (80) percent of Area 26 RBRVS Medicare rates. Ultrasound service fees are not included in the negotiated amount of the Total Maximum Obligation.

C. CONTRACTOR's invoice shall be on a form approved or supplied by ADMINISTRATOR and provide such information as is required by ADMINISTRATOR. Invoices are due the tenth (10th) calendar day of the month. Invoices received after the due date may not be paid within the same month. Payments to CONTRACTOR should be released by COUNTY no later than ~~twenty-one (21)~~ thirty (30) calendar days after receipt of the correctly completed invoice form.

D. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply with any provision of this Agreement.

E. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration and/or termination of this Agreement, except as may otherwise be provided under this Agreement, or specifically agreed upon in a subsequent Agreement.

#### IV. RECORDS

CONTRACTOR shall maintain records that are adequate to substantiate the services for which claims are submitted for reimbursement under this Agreement and the charges thereto. Such records shall include, but not be limited to, individual patient charts and utilization review records.

A. CONTRACTOR shall keep and maintain records of each service rendered to each Custody Patient, the Custody Patient to whom the service was rendered, the date the service was rendered, and such additional information as COUNTY may require.

B. All X-rays performed in accordance with the Agreement shall be, and remain the property of COUNTY and shall not be removed or transferred from COUNTY except as permitted herein to be read by CONTRACTOR's Physician.

C. CONTRACTOR shall maintain with respect to each Custody Patient receiving DDR Services a standard physician medical record as required by Sections 70747 through and including 70751 of the California Code of Regulations, as they exist now or may hereafter be amended, and other records related to the services rendered, the medical necessity of the service, and the quality of the care provided. Records shall be maintained in accordance with Section 51476 of Title 22 of the California Code of Regulations, as it exists now or may hereafter be amended.

1. It is understood that the standard physician medical records shall be and remain the property of CONTRACTOR and/or CONTRACTOR's physicians and shall not be removed or transferred from CONTRACTOR and/or CONTRACTOR's physicians except in accordance with applicable State and Federal statutes and regulations promulgated thereto. All written reports and documentation submitted to COUNTY in accordance with this Agreement shall be and remain the property of COUNTY and the parties acknowledge and agree that the physician medical record may contain duplicates of the reports and documentation submitted to COUNTY.

2. To the extent permitted by law, in accordance with procedures required by law, and upon receipt of twenty-four (24) hours prior written notice from COUNTY, CONTRACTOR shall permit COUNTY to inspect and make copies of said records. Unannounced inspections, evaluations, or requests for information may be made in those exceptional situations where arrangement of an appointment beforehand is clearly not possible or clearly inappropriate due to the nature of the inspection or evaluation.

D. CONTRACTOR shall provide access by COUNTY to any medical records of Custody Patients in accordance with all applicable laws and regulations as they now exist or may hereafter be changed.

E. CONTRACTOR shall maintain books, records, documents, and other evidence, accounting procedures, and practices sufficient to reflect properly all direct and indirect cost of whatever nature claimed to have been incurred in the performance of this Agreement and in accordance with Medicare principles of reimbursement and generally accepted accounting principles.

F. Maintenance of Files and Contract Close-Out

1. CONTRACTOR shall store and maintain at the very least within the State of California all radiographic records, both hardcopy and electronic, for a period of 10 years after the end of the contract, and shall make these records available upon request. CONTRACTOR shall provide ready access of all archived images, reports and examination results to authorized CHS medical staff via internet, electronic health record interface or downloaded files onto appropriate media.

2. On completion or termination of contract, the CONTRACTOR shall return all records to CHS in a timely manner. CONTRACTOR shall provide CHS with an orderly schedule of transferring records and have that schedule approved prior to the return of such records.

3. Upon completion or termination of the contract, CONTRACTOR shall forthwith return to CHS all material constituting or containing confidential information. CONTRACTOR shall not thereafter use, reproduce, or disclose such information to any third party.

G. Data and Documentation

1. All data stored in the system shall remain the property of the County no matter where the data resides (i.e. cloud, internal network, etc...). If data is stored in the cloud, the County must be listed as a co-owner with the vendor on any contract with a cloud services vendor (i.e.

Amazon, Rackspace, etc.) for the sole purpose of data retrieval or service continuance in the event of dissolution. Vendor must maintain financial obligations during the term of the contract.

2. In the event of dissolution, the County retains the right to enter into an agreement with sub-contracted vendors for the sole purpose of moving data or continuance of services so that County business is not impaired.

3. CONTRACTOR shall provide County with system documentation, including equipment user manuals and database schema.

4. The CONTRACTOR shall perform the initial conversion of all required Radiology data up through the date of the end of the integration test. All data, which is successfully converted, must be maintained in a separate dataset and loaded into the test system for network, stress and user acceptance testing. Data, which was not successfully converted, must be identified and reported for follow-up and possible correction by HCA, and shall be maintained in a separate dataset.

#### **VV. REPORTS**

A. CONTRACTOR to provide statistical reports on a monthly basis to CHS. Statistics shall include the number, type, and cost of all x-ray services provided, including results (Positive/Negative), for each facility. Program Reports to be provided by CONTRACTOR to ADMINISTRATOR no later than twenty (20) days following the end of the month being reported.

1. A copy of this report shall also be attached to the monthly invoices sent to the County.

2. All radiological reports prepared and submitted by the CONTRACTOR shall be subject to quality review by the CHS Medical Director or their designee. The CHS Medical Director may at any time (at least on a quarterly basis) request from the CONTRACTOR a quality review meeting to discuss and evaluate radiological reports previously submitted for accuracy.

3. Dosimeter reports shall be submitted to CHS or designated representative on a quarterly basis via electronic means for all facilities.

4. Provide any other special reports pertaining to utilization upon request as required by CHS at no additional cost to the County.

5. The reporting application shall have the capability to utilize the data elements to allow the retrieval of customized reports as needed, utilizing a built-in intuitive report creator tool.

6. Provide 100% traceability of all x-rays and transactions as to date, time, user and facility that can be accessed and managed centrally.

#### **VIV. RULES AND REGULATIONS**

In addition to the clauses contained in the contract, CONTRACTOR shall comply with the following additional requirements.

A Confidentiality of medical record information is essential and is required under the Health Insurance Portability and Accounting Act of 1996, Public Law 104-191 HIPAA, Code of Federal Regulations 42, Part 2; California Health and Safety Code Sections, 199.20, California Welfare and Institution Code Section 5328.



B. CONTRACTOR will provide a current Title 17, Radiology Rules and Regulations binder for each facility. The Title 17 binder will be updated annually or earlier if new updates are available.

C. CONTRACTOR shall ensure confidential information is disclosed in confidence and with the understanding that it constitutes valuable business information developed by the County at great expenditure of time, effort and money.

D. CONTRACTOR shall not release any confidential information for any purpose other than the performance of their contract and understands that contract may be terminated for cause if unauthorized confidential information is released.

E. CONTRACTOR shall comply with the background clearance required by OCSD for subcontractors that require facility access.

#### **VII. SERVICES – RADIOLOGY AND ULTRASOUND**

A. Unless otherwise specified herein, the cost of all services provided in accordance with this Paragraph III shall be deemed included in COUNTY'S Maximum Obligation to CONTRACTOR for each Period.

##### B. Direct Digital Radiology (DDR)

1. The DDR system shall consist of a Radiology Information System (RIS) and Picture Archiving and Communications System (PACS) which shall be capable of displaying radiographic images on a standard PC and must be HL7 and Digital Imaging and Communication in Medicine (DICOM) compliant. The system must have the ability to interface with the Electronic Health Record (EHR) system currently being used, or as instructed by ADMINISTRATOR. The system must be able to operate within the existing HCA IT environment including the Local Area Network, hardware, and software infrastructure. It must comply with internal HCA IT standards so that the DDR system does not require its own separate technical environment. It must be capable of interoperation and interfacing with other HCA and County systems and with standard office automation products. Radiology equipment shall meet County approval prior to installation and start of service. The County reserves the right to approve or disapprove the use of any radiological equipment to be operated in the designated facilities.

2. CONTRACTOR shall provide DDR Services at the Intake Release Center (IRC), and Central Men's Jail (CMJ), both located at 550 N. Flower in Santa Ana and at the Theo Lacy Branch Jail (TLF) located at 501 City Drive South in Orange, or other CHS Facilities as directed by ADMINISTRATOR using CONTRACTOR equipment and supplies.

a. Intake Release Center (IRC) located at 550 North Flower St., Santa Ana, California, 92703 DDR Service Hours of Operation – Twenty (24) hours per day, seven (7) days per week, three hundred sixty five (365) days per year. All holidays included.

1) Dedicated chest x-ray examination for TB screening

b. Central Men's Jail (CMJ) located at 550 North Flower St., Santa Ana, California, 92703

1) DDR Service Hours of Operation – Eight (8) hours per day, five (5) days per

week (Monday – Friday) 8:00 am – 5:00 pm

c. Theo Lacy Facility (TLF) located at 501 The City Drive, Orange, California, 92868

1) DDR Service Hours of Operation – Eight (8) hours per day, three (3) days per week. Monday, Wednesday, Friday, 8:00 am – 5:00 pm

3. Additions and changes to the designated CHS Facilities may occur in the future as necessary and as agreed by both COUNTY and the CONTRACTOR.

#### C. Information Technology and Compatibility Requirements

1. The DDR system must fully conform with and support the following HCA Information Technology (IT) Infrastructure and environment requirements:

##### a. Technical Data Management Software Specifications

###### 1) Technical Environment

a) Meet HCA IT security requirements as outlined in Exhibit B, Security Requirements and Guidelines for Application Vendors and Application Service Providers

b) If client-hosted, meet HCA network architecture requirements

c) Be scalable to allow for growth; intuitive, user-friendly and simple interface; resilient, reliable and highly-available

d) Support at least ten (10) concurrent users

e) Offer scalable integrated system management capabilities for system configuration, change management, and backup and recovery

f) Be customizable through configuration and Application Program Interfaces (APIs)

g) Support HL7 and flat file data formats for importing and exporting data

h) Be kept up to date. CONTRACTOR shall update/upgrade said software at no charge to County

i) Be upgradeable to the next generation of operating systems and user interfaces.

##### b. Conformity and Support

###### 1) Server Environment

a) Industry-standard server operating system running on virtual hardware

b) x86 64 compatible processor from Intel or AMD

c) Operating system (Windows Server): Microsoft Windows 2012 R2 or newer

d) Operating system (Linux): Red Hat Enterprise Linux or CentOS

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

f) SAN-attached storage (optional) using fiber cards from QLogic running at 8Gb (minimum requirement)

- g) Hewlett Packard (HP) is HCA/IT server hardware vendor
  - h) VMWare vSphere 5.x or newer is HCA/IT preferred virtualization software
  - i) Citrix XenApp 6.x or newer is HCA/IT preferred application delivery software
- 2) Operating Environment
- a) Full support of standard networking technologies: DNS, DHCP, NTP, WINS, TCP/IP
  - b) All communications shall be encrypted in-transit through the use of standard security protocols: SSH, sFTP, SCP, HTTPs
  - c) At-rest encryption methods must comply with industry-best practice as designated by NIST
  - d) SQL 2016 (Preferred) -compliant relational or post-relational database management software: Microsoft SQL, Oracle, MySQL
  - e) Web services hosted by Microsoft IIS, Apache, or Tomcat
- 3) Client Environment
- a) x86 64 compatible processor from Intel or AMD.
  - b) Microsoft Windows 10 and newer
  - c) Internet Explorer 11 and newer
  - d) Microsoft Office 2013 and newer
  - e) McAfee Virus Scan Enterprise
  - f) McAfee Disk Encryption
  - g) Network adapter running at 1GB Full-Duplex [minimum requirement]
  - h) iOS (See Mobility Requirements)
  - i) Microsoft Bitlocker
  - j) Microsoft System Management Software (SMS)
  - k) Patchlink for automated software distribution

#### D. General Mobility Requirements

##### 1. Mobility Requirements

- a. Application shall 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.
- b. All menus and forms shall scale to display appropriately on any device, regardless of screen resolution, aspect ratio, or orientation.
- c. 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.

d. 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.

e. All forms and menus shall be designed for optimal performance over slower or unreliable connections, e.g., virtual private network, satellite or burst wireless connections, Wi-Fi, or a tethered internet connection.

f. Whenever possible, application shall offload large workloads to the server to accommodate devices with low-power or slower processors, e.g., tablets or mobile phones.

g. Forms and menus shall 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.

h. Application shall 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. Support and Training Requirements

##### 1. CONTRACTOR Support Plan

a. CONTRACTOR shall be responsible for maintaining and supporting all installed application software and hardware, initially under a one (1) year warranty beginning after full acceptance of the machines. Further support shall be provided under ongoing software license renewals.

b. CONTRACTOR's support shall be based on a 24/7 operation of HCA and shall delineate a list of possible services incorporating both HCA site and CONTRACTOR site staffing, and the costs associated with those services. There shall be pre-established Service Level Agreements for measuring the effectiveness of the delivery of the services.

c. CONTRACTOR's support plan shall be jointly developed by HCA and CONTRACTOR prior to the initiation of CONTRACTOR's support. The cost of such support shall 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.

- 1) Required Support Levels
- 2) System Availability
- 3) System Performance
- 4) System Utilization
- 5) Incident Management
- 6) Scanner /Digitizer operation and synchronization
- 7) Reporting
- 8) Data Integrity
- 9) Security
- 10) Change Management
- 11) Hardware

2. CONTRACTOR shall utilize the following Severity Index for categorizing and prioritizing application errors.

a. Severity 1 - Application errors that cause

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

b. Severity 2 - Application errors that cause

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

c. 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.

d. 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.

e. Upon commencing of the Contract CONTRACTOR shall Establish policies and procedures for prioritizing and responding to HCA requests for support including:

1) Criteria for diagnosing reported problems and determining root cause(s) of problem.

2) Use of Severity Index criteria for assessing the impact of reported problems.

3) Procedures determining responsibility for problem resolution.

4) Defining response time for various categories of problems.

5) Documenting the response and subsequent actions.

6) Procedures for escalating disagreements with HCA regarding cause of the problem and responsible party.

7) Procedures for working cooperatively with HCA staff to promptly resolve problems.

8) Tracking all problem reports.

9) Correct any errors in functionality that are reported by HCA or business partners

10) A differentiation of the Lead Technician responsibilities vs. those of the Project Manager that are identified by CONTRACTOR within a reasonable period, depending upon the severity of the error.

#### F. Operations and Maintenance Procedures

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

2. Maintain the software program code to provide the functionality as delineated in contract.

3. 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.

4. Maintain comprehensive change control procedures to control software versions and releases; HCA should be notified formally of any intended changes.

a. 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).

b. Maintain all hardware components required for radiographic imaging. Routine maintenance shall occur regularly or as recommended by the manufacturer, so that optimal functionality and uptime is ensured. Immediately correct any hardware errors that impede functionality.

c. 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.

d. CONTRACTOR shall provide a means for HCA staff to report problems via email, telephone, or online submission.

e. 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.

f. CONTRACTOR shall update and distribute user and operational documentation to reflect any software corrections/changes.

g. CONTRACTOR shall provide replacement dosimeter badge(s) one (1) day prior or upon expiration.

#### G. Training Requirements

1. 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 DDR system, and 3) training on all future functionality of the DDR system. In addition to end users, training attendees may include third party contractors provided by CONTRACTOR or County.

##### a. End User Training

1) 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

1) Service Desk and Field Technician staff shall be trained, at minimum, at the Super User level of instruction. Training objectives shall 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

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

d. Software Support Training

1) Software Support staff shall 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 shall 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

1) All potential users shall be trained on the use of the DDR software 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

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

H. Administration:

1. Central Administration

a. Ability to manage multiple users centrally utilizing Microsoft management tools and services such as Active Directory.

b. Ability to manage Machines from one central server concurrently.

2. Local Systems Administration

a. Perform administrative functions such as access rights or creating ad hoc queries.

b. Grant permissions based on roles; rights can be inherited from other roles.

I. System and Resources Requirements

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

2. Tested, verifiable Disaster Recovery state.

3. Documentation

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

b. Application/Server Documentation

1) CONTRACTOR shall provide the HCA/ IT System Administrator with the following:

- a) How to report and troubleshoot server related hang-ups and problems.
- b) How to verify if the user has lost a connection to the server/application.
- c) How to add and delete user ID's.
- d) How to assign rights and privileges.
- e) How to set-up, clear, and troubleshoot print queues.
- f) How to assign and reset a user password.
- g) How to set-up a standard desktop or connection from a mobile device.
- h) How to maintain all system interfaces and peripherals.

c. Application User Documentation

- 1) CONTRACTOR shall provide Super Users with the following:
  - a) How to enter data into the application, find data already entered, perform standard and advanced searches and generate reports appropriate to their group rights.
  - b) How to verify if a user has lost a connection to the application.
  - c) How to check print queues.
  - d) Troubleshoot lost connections to the application/server.
  - e) Advanced reporting features.
  - f) Interface troubleshooting.
  - g) Delete duplicate records.
  - h) Troubleshoot locked records.
  - i) Find lost records/cases.
  - j) Mobile device connection and operation.

J. Equipment Requirements

1. CONTRACTOR shall provide, install and maintain computer and radiology equipment in each of the County correctional facilities. The system shall have the following components, specifications and functionalities, which shall meet or exceed County expectations throughout the term of this Contract.

a. X-ray Equipment

- 1) U/C arm configuration.
- 2) One (1) dedicated chest unit (IRC unit only).
- 3) Floor/pedestal mounted.
- 4) 17 x 17 Detectors.
- 5) Vertical/Horizontal motor driven with variable SID.
- 6) Two (2) radiolucent exam tables with wheel locks that accommodate up to 500 lbs. (CMJ ~~and~~ AND TLF units).
- 7) Digital readout manual/programmable control panel with AEC



(phototiming).

- 8) Automatic collimator with manual override.
  - 9) Diagnostic quality high resolution monitors for each x-ray room and Radiologist reading stations.
  - 10) CONTRACTOR to supply ~~work-station~~workstation carts (to house PC, keyboard, flat panel monitor, and additional equipment as necessary to perform job function).
  - 11) Minor modifications can be made to pre-existing space for medical equipment accommodation if within timeframe and with the approval of the County.
  - 12) All radiation emitting tubes shall be registered as required and the CONTRACTOR shall be responsible for maintaining tube registration as required by all regulatory agencies.
  - 13) All radiographic equipment and other related peripherals necessary to perform the services shall be the responsibility of the CONTRACTOR. The County shall not be liable for any cost associated with licensing, installation or removal, preventive maintenance and repair of any equipment used associated with the services.
  - 14) The CONTRACTOR shall have replacement equipment readily available in case of equipment failure at any facility so as not to disrupt regularly scheduled x-ray clinics (i.e. extra hard drives, etc.).
  - 15) No modification of a designated facility shall be allowed without prior approval of the County office responsible for the facilities and the Sheriff's Department.
  - 16) The County of Orange shall not assume liability for any CONTRACTOR equipment kept in Sheriff's facilities. The CONTRACTOR shall ensure all radiographic equipment used is secured after each clinic's completion so as not to allow any unauthorized usage.
  - 17) On completion of the contract, the CONTRACTOR shall remove the equipment within 10 working days of termination date. If the CONTRACTOR fails to remove the equipment, it shall be removed and held by the County for 30 workdays. If the CONTRACTOR has not removed the equipment by the end of the 30-workday period, the equipment shall be sold at public auction. Proceeds less cost of removal, storage and auction expense shall be forwarded to CONTRACTOR's last known address.
  - 18) The CONTRACTOR shall have an on-site remedial maintenance response time within four (4) hours, seven (7) days a week, and 365 days a year (including all holidays). The CONTRACTOR shall guarantee a maximum downtime of 24 hours or less. HCA reserves the option to impose fines up to 10% of the monthly payment made to CONTRACTOR, for every 24-hour period of downtime that exceeds the maximum 24 hours downtime allowed.
  - 19) The CONTRACTOR shall have the off-site ability to diagnose/repair software issues but, if remote access is unavailable then it is expected for the vendor to service onsite.
  - 20) Variations of the above requirements may be considered, including implementation of mobile units, if the equipment is able to sufficiently satisfy all operational, technology and security requirements.
- b. Interface Software
- 1) Interface with the Sheriff's Data System for demographic information at time

of booking and later a reconciliation file shall be sent for verification of inmate identity at time of booking. Desired data fields are as follows: Name – Last, First, Middle, Booking Number, Date, Time, Orange County Number (OCN) and Gender. Additional data fields may be required.

2) Capable of uploading patient demographic data to three (3) acquisition ~~work stations~~workstations needed for the population of a workload list for use by radiology technicians.

3) The Radiology system shall have an interface that allows medical staff utilizing an Electronic Health Record (EHR) system to call up radiology images and diagnoses during the course of providing patient care, without having to log into an additional application.

c. PACS Software

1) The ability to record audit trails for all transactions, permissions and requests. These audit trails shall be recorded in a log that cannot be altered. Changes in a submitted transaction must be made by retaining the old transaction, making the changes including a time/date/user stamp and a reason for that change. This information will be recorded in the audit trail and/or transactions log.

2) Include the capability to select the data to be archived to near-line storage media using such criteria as booking number, age, name, program, record type, image date and yet to be determined unique identifiers and combinations of those and other criteria.

3) Have real time updates to master records tables in order to provide current information to all queries and reports.

4) Include the ability to interface with other enterprise-wide application software which may be implemented or acquired by HCA and is compatible with its standards.

5) Include the ability to perform comprehensive data validation checks and enforcement of data integrity across all system transactions.

6) Provide fault tolerant, twenty-four (24) hour/seven (7) days access with a minimum of ninety-nine percent (99%) up-time reliability using hardware and software fault tolerance methods.

Data archive and restore capabilities.

7) Study Date, time and seconds on PACS system must match the study, date, time and seconds on the RIS and Acquisition software.

d. Acquisition Station

1) Acquisition software shall be configured to download demographic data from the Sheriff's Data System.

2) Acquisition station shall be a robust workstation consisting of a Redundant Array of Independent Disks (RAID) disks with dual power supplies for maximum uptime.

3) Work list shall populate every 10 to 15 seconds with current inmate/booking information (IRC Location).

4) Touchscreen work list is required for selection of a patient/inmate to be examined; system must allow for manual input when necessary.

5) Data Fields required: Name – Last, First, Middle, Booking Number, Date, Time, and Orange County Number (OCN) and Gender. Additional data fields may be required.

6) Software should include a minimum of six (6) attempts for taking an x-ray image.

7) Software must be capable of storing a minimum of 30 days of studies (stored images must be encrypted in accordance with HCA security regulations).

8) Software must have ability to auto delete images once the maximum storage quota has been met. Software shall provide the ability to manually delete images when necessary.

9) All standard hospital radiology exams required with the Acquisition software (i.e. facial, mandible, orbits, ribs, etc.).

10) Provide the computer hardware and software necessary to download and upload digital images and reports for transfer and storage purposes, including a laser digitizer and dri-chem printer for hard copy of the image when required.

11) Equipment shall be installed at Sheriff's designated Facilities at pre-existing locations within the facilities. Any equipment installed and kept by the CONTRACTOR in the designated Facilities shall remain the responsibility of the CONTRACTOR including its required licensing requirements, preventive maintenance and repair. Mobile equipment may be considered if all requirements can be sufficiently met.

12) Acquisition software shall have the ability for CHS staff to manually enter inmate demographic information directly into the application in case of interface problems.

e. Digital Printing and Scanning

1) Capable of printing to a dri-chem digital printer for a hard copy of the images.

2) Provide ability to import digital images and reports for transfer and storage purposes. Ability to copy digital images onto portable media (e.g. CD, DVD and flash drive).

3) Capable of receiving images that are scanned through a digitizer.

K. Workload and Schedule

1. CONTRACTOR will provide coverage availability at the mutually agreed times and days at the designated facility. Additionally, CONTRACTOR shall have staffing available as ready replacements for scheduled/unscheduled absences of regular staffing so as not to disrupt regularly scheduled facility radiology clinics.

2. Require all employees working within the designated facilities to complete a thorough background check conducted by the OCSD. Employees are ineligible to work within these facilities without successfully completing this process.

3. Adhere to all OCSD's security rules and procedures in place in the performance of services at the designated Facility(ies).

4. Require its employees to remain on-site at their assigned Facility while performing contract services at all times.

5. Coordinate with HCA CHS and/or OCSD staff responsible for scheduling the

inmates for examinations.

6. Administer and process radiology exams on-site and transmit the images to a diagnostic radiologist who will read the x-rays within four (4) hours and provide diagnostic reports within 24 hours of the examination. Reports and images shall be transmitted electronically via secured internet site for access by authorized CHS medical staff.

7. Concurrent telephone notification of all positive results or suspicious results for TB shall be made immediately to the CHS medical staff.

8. Provide services on the schedule that has been agreed upon by CHS and CONTRACTOR. The CONTRACTOR shall provide and maintain up to date Point of Contact information to respond to CHS's staff inquiries during equipment failure and CONTRACTOR staff's non-conformance to agreed clinic schedules. Contact information should include business hours, as well as after hours (nights/weekends/holidays). Response times in these cases shall be within the hour.

#### L. Workload Requirements

1. The workload requirement is listed below. The average number of exams per year is based on the previous year's average examinations administered and may vary or change depending on the needs of the CHS Facility.

a) IRC facility averages seventy thousand (70,000) TB screening images annually.

b) CMJ and TLF facilities average four thousand (4,000) routine examinations annually.

#### M. Meetings

1. Monthly management meetings with ADMINISTRATOR to discuss contract performance and Radiology issues including, but not limited to, whether the program is or is not progressing satisfactorily in achieving all the terms of the Agreement and, if not, what steps will be taken to achieve satisfactory progress, and review of statistics and program services.

#### N. Additional Services

1. Upon mutual written agreement between COUNTY and CONTRACTOR additional services such as, but not limited to, ultrasound, and mobile x-ray may be included at rates of compensation to be determined prior to execution.

### **VIII**. **STAFFING**

A. CONTRACTOR shall provide all staffing and equipment necessary to provide digital radiology services at the designated Facilities.

1. CONTRACTOR shall provide a Project Manager exclusive to COUNTY. Project Manager shall oversee and manage all services provided under this agreement. Duties include but not limited to:

a. Attend monthly meetings to discuss contract performance and operational issues

b. Provide monthly schedule to CHS Administrator(s)

c. Ensure appropriate staffing coverage in all facilities at all times

- d. Communicate staffing changes to CHS Administrator(s) via email
- e. Ensure all radiology employees are trained on equipment use and radiology operations in all jail facilities
- f. Attend all site inspections and provide CHS documentation of findings and actions taken.

2. Contractor shall designate the Project Manager to be the main point of contact for any issues associated with the contract. Response times shall be (1) hour for urgent issues and four (4) hours for routine inquiries. Urgent issues include employee matters that may affect staffing coverage in the next 24 hours (e.g. staff calling out) Contractor shall notify the County Immediately of any changes to designated Project Manager.

B. All program and administrative support staff, including subcontractors, must physically reside in the Continental United States for both on-site and/or remote support services. CONTRACTOR is required to ensure that all staff and subcontractors providing equipment and software support for digital radiology services will have an established physical residence in the Continental United States throughout the term of the contract.

C. On-site jail staffing will include all radiology technicians that are properly licensed to perform the necessary procedures in both the booking process and as part of the outpatient treatment program.

D. Only board-certified Radiologists licensed by any State within the Continental United States shall read and complete diagnostic image reports. Applicable copies of current radiological staff licenses and certificates shall be submitted to HCA Contract Services prior to start of the services and shall be maintained current by the awarded CONTRACTOR throughout the term of the contract.

E. CONTRACTOR, subcontractors and all CONTRACTOR employees, including future employees hired during the term of this contract, who perform services at any designated Facilities will be required to pass a thorough background investigation conducted by OCSD prior to the start of the contract. Individuals who do not pass the background check will not be allowed access to any designated Facilities or data with no exception.

F. CONTRACTOR shall require all support staff and subcontractors not assigned within a designated facility with a business need to work within a designated facility to complete and maintain an active security clearance conducted by OCSD. Security clearances must be renewed annually and allow staff to be escorted within the facility to conduct necessary business.

G. Maintain required records for its employees and subcontractors, including verification of credentials, current licensures, certificates, work schedules and make copies available for display at ~~work place~~workplace.

H. CONTRACTOR is required to maintain all mandated radiation equipment registration documentation and fees with the State of California Department of Public Health.

I. Provide and maintain current listing of its facility assigned staff and shall advise the County of any CONTRACTOR's staff changes, additions and terminations/separations within a reasonable time. Any identification cards/keys issued to CONTRACTOR's staff to gain access to OCSD's Facilities shall be surrendered to CHS Administration as soon as possible.

J. Provide unlimited training for on-site personnel based upon role and access.

K. CONTRACTOR shall at all times have an active recruitment plan in case of staff

turnover. Recruitment status and/or updates shall be provided to CHS Administrator(s) during the monthly meetings or upon request.

**IX. UTILIZATION REVIEW/QUALITY ASSURANCE**

A. Within forty-five (45) days of the effective date of this Agreement, representatives of ADMINISTRATOR and CONTRACTOR shall meet and develop written Operating Procedures covering Services specified in Paragraph VII of this Exhibit A-2 to the Agreement. Such Operating Procedures shall be mutually agreed to by both parties and shall address, but not be limited to, the supervision and scheduling of Radiology Technicians and other CONTRACTOR staff operating within the CHS Facilities. Said Operating Procedures shall be reviewed by both parties at least annually, as well upon the addition of any other Services to be provided by CONTRACTOR. Any subsequent changes to the Operating Procedures shall be mutually agreed upon, in writing, by both parties.

B. During Period One of this Agreement, representatives of CONTRACTOR and ADMINISTRATOR, which shall include the Contract Officers, shall meet at least quarterly to discuss CONTRACTOR's administrative and programmatic progress and performance.

C. CONTRACTOR shall participate in any CHS Utilization Review program and/or Quality Assurance program for the review of all services provided pursuant to this Agreement