



CONTRACT NO. MA-042-14010212

FOR

ORANGE COUNTY-MEDICAL EMERGENCY DATA SYSTEM

BETWEEN

**THE COUNTY OF ORANGE
HEALTH CARE AGENCY**

AND

IMAGETREND INC

Table of Contents

Contract Cover Page.....	1
Table of Contents	2
Recitals.....	3

ARTICLES PAGE

General Terms and Conditions (A – FF).....	3-9
--	-----

Additional Terms and Conditions (1 – 27):

1. Scope of Contract.....	9
2. Term of Contract.....	9
3. Precedence.....	9
4. Pricing Structure	9
5. Subject to Fiscal Appropriations	9
6. Contingency of Funds.....	10
7. Termination.....	10
8. County Project Manager.....	10
9. Contractor's Project Manager.....	10
10. Breach of Contract.....	11
11. Conflict of Interest.....	11
12. Child Support Enforcement Requirements	11
13. Disputes – Contract	11
14. Audits/Inspections.....	12
15. Notices.....	12
16. News and Information Release	13
17. Conflicts with Existing Law	13
18. Validity	13
19. Gratuities	13
20. Contractor Bankruptcy/Insolvency.....	14
21. Software – Acceptance Testing	14
22. Default – Equipment, Software or Service	14
23. Cooperative Agreement.....	14
24. Software - Documentation	15
25. Parking.....	15
26. Contractor Work Hours and Safety Standards	15
27. California Public Records Act	15
Signature Page	16

ATTACHMENTS

Attachment A - Scope of Work.....	17- 24
Attachment B - Compensation and Invoicing.....	25
Attachment C - Cost Summary/Pricing-Payment Schedule.....	26-30
Attachment D - Resources to be Provided by the County	31
Attachment E - HIPPA.....	32-36
Attachment F - Contractor Security Requirements	37-42

EXHIBITS

Exhibit 1 - Child Support Enforcement Requirements	43-45
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CONTRACT NO. MA-042-14010212

ORANGE COUNTY – MEDICAL EMERGENCY DATA SYSTEM

This Contract Number MA-042-14010212, (hereinafter "Contract") is made and entered into this November 1, 2013 or upon execution of all necessary signatures between ImageTrend Inc (hereinafter "Contractor"), with a place of business at 20855 Kensington Blvd., Lakeville, MN 55044, and the County of Orange (hereinafter "County"), a political subdivision of the State of California, with a place of business at 200 W. Santa Ana Blvd., Suite 650, Santa Ana, CA 92701, which are sometimes individually referred to as "party", or collectively referred to as "parties".

RECITALS

WHEREAS, the County issued a Request for Information (RFI) for the provisions of Orange County – Medical Emergency Data System (OC-MEDS); and

WHEREAS, the Contractor responded to the RFI solicitation offering the complete Scope of Work with responsive and favorable terms and conditions to the County and having so represented that its proposed services shall meet or exceed the requirements and specifications of the RFI; and

WHEREAS, the County of Orange Board of Supervisors 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, its Attachments and Exhibits, when accepted by the 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 applicable specifications, drawings, samples or descriptions 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. Overshipments and undershipments 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. **Warranty:** Contractor expressly warrants that the goods/services covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of goods/services shall constitute a contract upon Contractor's part to indemnify, defend and hold County and its indemnitees as identified in paragraph "O" below, and as more fully described in paragraph "O", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of 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. Such remedies shall be in addition to any other remedies provided by law.
- G. **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, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "O" below, it shall indemnify, defend and hold County and County indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.
- H. **Assignment or Sub-Contracting:** 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 sub-contract 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.
- I. **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.
- J. **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 or after thirty (30) days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations.
- K. **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.

- L. **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.
- M. **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.
- N. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work 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.
- O. **Indemnification and Insurance:**

Indemnification Provisions: 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.

Insurance Provisions: Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the 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.

All insurance policies required by this Contract shall declare any deductible or self-insured retention (SIR) in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management. Contractor shall be responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance.

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

Qualified Insurer: The policy or policies of insurance must be issued by an insurer licensed to do business in the State of California (California Admitted Carrier).

Minimum insurance company ratings as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com shall be A- (Secure Best's Rating) and VIII (Financial Size Category).

If the carrier is a non-admitted carrier in the State of California, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings.

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability with broad form property damage and contractual liability	\$1,000,000 combined single limit per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

All liability insurance required by this Contract shall be at least \$1,000,000 combined single limit per occurrence. The minimum aggregate limit for the Commercial General Liability policy shall be \$2,000,000.

The County shall be added as an additional insured on all insurance policies required by this Contract with respect to work done by the Contractor under the terms of this Contract (except Workers' Compensation/Employers' Liability). An additional insured endorsement evidencing that the County is an additional insured shall accompany the Certificate of Insurance.

All insurance policies required by this Contract shall be primary insurance, and any insurance maintained by the County shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that the Contractor's insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability.

All insurance policies required by this Contract shall give the County of Orange thirty (30) days' notice in the event of cancellation. This shall be evidenced by an endorsement separate from the Certificate of Insurance. In addition, the cancellation clause must include language as follows, which edits the pre-printed ACORD certificate:

~~SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENT OR REPRESENTATIVE.~~

All insurance policies required by this Contract shall waive all rights of subrogation against the County 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 Commercial General Liability policy shall contain a severability of interests clause.

The Contractor is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or be self-insured in accordance with provisions of that code. The Contractor will comply with such provisions and shall furnish the County satisfactory evidence that the Contractor has secured, for the period of this Contract, statutory Workers' Compensation insurance and Employers' Liability insurance with minimum limits of \$1,000,000 per occurrence.

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

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

County expressly retains the right to require 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.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract.

The County's Certificate of Insurance and the Special Endorsement for the County can be utilized to verify compliance with the above-mentioned insurance requirements in place of commercial insurance certificates and endorsements.

- P. **Bills 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 "O" above, 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.
- Q. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- R. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.
- S. **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.

- T. **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.
- U. **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 "O" above, 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.
- V. **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.
- W. **Pricing:** The Contract price shall include full compensation for providing all required goods, in accordance with required specifications, or services, as specified herein or when applicable, in the Scope of Work attached to this Contract, and no additional compensation will be allowed therefor, unless otherwise provided for in this Contract.
- X. **Waiver of Jury Trial:** Each party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and/or any other claim of injury or damage.
- Y. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
- Z. **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.
- AA. **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.
- BB. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- CC. **Attorney 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.

- DD. **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 had 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 it, or both. Accordingly, any rule or 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.
- EE. **Authority:** The parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of its respective organization or entity, enforceable in accordance with its terms.
- FF. **Employee Eligibility Verification:** The 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. The 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. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any federal or state statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

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 November 1, 2013, through and including October 31, 2014, renewable for one (1) additional one-year periods upon mutual concurrence by the parties. This Contract shall be in effect for the time period specified, unless this Contract is earlier terminated by the parties in accordance with Articles 5, 6, and 7.
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:** 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. **Subject to Fiscal Appropriations:** 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, this Contract shall be terminated without penalty to the 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 ten (10) days after receipt of a written notice of default from County and cured such default within the time specified in the notice, the 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 not providing enough properly skilled workers or proper materials, 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, the County may begin negotiations with a third-party contractor to provide goods and/or 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 respect to any previous default.

B. Termination – Orderly: After receipt of a termination notice from the County, the Contractor shall submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than sixty (60) days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the 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, 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:** The County shall appoint a Project Manager to act as liaison with Contractor during the term of this Contract. The County's Project Manager shall coordinate the activities of the County staff assigned to work with the Contractor.
9. **Contractor's Project Manager:** Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. The Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager.

The Contractor's Project Manager shall be assigned to this project for the duration of this Contract and shall diligently pursue all work and services to meet the project time lines. The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager or any other Contractor's staff providing services to the County under this Contract. The County's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. The County is not required to provide any additional information, reason or rationale in the event it elects to request the removal of Contractor's Project Manager providing services to the County under this Contract.

10. **Breach of Contract:** The failure of the 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 the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - b. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - c. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
11. **Conflict of Interest:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and relatives; sub-tier Contractors; and third parties associated with accomplishing work and services hereunder. The 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 the County.
12. **Child Support Enforcement Requirements (Exhibit 1):** In order to comply with 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 hereby agrees to furnish County with the required Contractor data and certifications, Child Support Enforcement Certification Requirements. Child Support Enforcement Certification Requirements, shall include the following information:
- 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; and
 - 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 Contract being awarded to another contractor. In the event a Contract has been issued, failure of the 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 the County shall constitute grounds for termination of the Contract.
13. **Disputes - Contract:** The 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 the Contractor and the County's Project Manager, such matter shall be brought to the attention of the Purchasing Agent by way of the following process:

- a. The Contractor shall submit to the 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 the County, on its own initiative, has already rendered such a final decision.
- b. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the 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 the Contractor believes the County is liable.

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

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the Purchasing Agent. If the County fails to render a decision within ninety (90) days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. The County's final decision shall be conclusive and binding regarding the dispute unless the Contractor commences action in a court of competent jurisdiction to contest such decision within ninety (90) days following the date of the County's final decision or one (1) year following the accrual of the cause of action, whichever is later.

14. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, 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. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the 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. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the 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 the County's Project Manager.

15. **Notices:** Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than five (5) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the

first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For Contractor:	Name: Attention: Address: Telephone: Facsimile: E-mail:	ImageTrend Inc Rosanna Roedder, Contractor Project Manager 20855 Kensington Blvd. Lakeville, MN 55044 (952) 469-1589 (952) 985-5671 rroedder@imagnetrend.com
For County:	Name: Attention: Address: Telephone: Facsimile: E-mail:	County of Orange HCA/Purchasing Dept. Ana Figueroa, assigned buyer 200 W. Santa Ana Blvd., Suite 650 Santa Ana, CA 92701 (714) 834-2170 (714) 834-2657 afigueroa@ochca.com
CC:	Name: Attention: Address: Telephone: Facsimile: E-mail:	County of Orange HCA/Health Disaster Management Emergency Medical Services Laurent Repass, County Project Manager 405 W. 5 th Street, Room 301A Santa Ana, CA 92701 (714) 834-2964 (714) 834-3125 lrepass@ochca.com

16. **News / Information Release:** The Contractor agrees that it will not issue any news releases or upload County logos or other information onto any website in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval from the County through the County's Project Manager. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the County unless otherwise agreed to by both parties.
17. **Conflicts with Existing Law:** The Contractor and the 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 provisions 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 interests of both parties to the maximum extent reasonable.
18. **Validity:** The invalidity in whole or in part of any article or provision of this Contract shall not void or affect validity of any other article or provision of this Contract.
19. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the 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, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall

be borne and paid for by the Contractor. The rights and remedies of the 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.

20. **Contractor Bankruptcy/Insolvency:** If the 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 the Contractor's insolvency, the County may terminate this Contract.
21. **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 the Contractor to satisfy the County requirements, and any substitute software provided by the 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 the Contractor's technical specifications and meets the County's performance specifications.
22. **Default – Equipment, Software or Service:** In the event any equipment, software or service furnished by the Contractor in the performance of this Contract should fail to conform to the specifications therein, the County may reject same, and it shall become the duty of the Contractor to reclaim and remove the items without expense to the County and to immediately replace all such rejected equipment, software or service with others conforming to such specifications, provided that should the Contractor fail, neglect or refuse to do so, the County shall have the right to purchase on the open market a corresponding quantity of any such equipment, software or service and to deduct from any monies due or that may thereafter become due to the Contractor the difference between the price specified in this Contract and the actual cost to the County.

In the event the Contractor shall fail to make prompt delivery as specified of any equipment, software or service, the same conditions as to the rights of the County to purchase on the open market and to reimbursement set forth above shall apply, except as otherwise provided in this Contract.

In the event of the cancellation of this Contract, either in whole or in part, by reason of the default or breach by the Contractor, any loss or damage sustained by the County in procuring any equipment, software or service which the Contractor agreed to supply under this Contract shall be borne and paid for by the Contractor.

The rights and remedies of the County provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

23. **Cooperative Agreement:** The provisions and pricing of this Contract shall be extended to other political sub-divisions and County of Orange agencies/departments. Political sub-divisions and County of Orange agencies/departments wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. These entities will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract. The County of Orange may authorize the loading of this Contract into an electronic commerce system.

The Contractor shall be required to maintain a list of the cooperatively participating County agencies/departments and other political sub-divisions that have used this Contract. The list shall

report dollar volumes spent quarterly and annually and shall be provided on a quarterly basis to the County.

24. **Software - Documentation:** The Contractor agrees to provide to the County the County-designated number of all manuals and other associated printed materials and updated versions thereof, which are necessary or useful to the County in its use of the equipment or software provided hereunder. The 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 the Contractor.

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

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

25. **Parking:** The County shall not provide free parking.
26. **Contractor Work Hours and Safety Standards:** The Contractor shall ensure compliance with all safety and hourly requirements for employees in accordance with federal, state and County safety regulations and laws.
27. **California Public Records Act:** Contractor and County agree and acknowledge that all information and documents related to the award and performance of this Contract are subject to disclosure pursuant to the California Public Records Act, California Government Code Section 6250 *et seq.*
28. **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.
29. **Lobbying:** On best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the 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.
30. **Contractor Personnel-Drug Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:
1. 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).
 2. Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The organization's policy of maintaining a drug-free workplace;

- c. Any available counseling, rehabilitation and employee assistance programs; and
- d. Penalties that may be imposed upon employees for drug abuse violations.
- 3. Provide as required by Government Code Section 8355(c) that every employee who works under this Contract:
 - a. Will receive a copy of the company's drug-free policy statement; and
 - b. 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:

- 1. The Contractor has made false certification, or
- 2. The Contractor violates the certification by failing to carry out the requirements as noted above.

(Signature Page Follows)

CONTRACT NO. MA-042-14010212

ORANGE COUNTY - MEDICAL EMERGENCY DATA SYSTEM

SIGNATURE PAGE

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

***Contractor's name: IMAGETREND INC**

--	--

Print Name

Title

--	--

Signature

Date

--	--

Print Name

Title

--	--

Signature

Date

* If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; or 3) any Vice President.

The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; or 4) any Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

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

Leila Garcia	Administrative Manager I
--------------	--------------------------

Print Name

Title

--	--

Signature

Date

APPROVED AS TO FORM

Office of the County Counsel
County of Orange, California

--	--

County Counsel Deputy

Date

CONTRACT NO. MA-042-14010212**ATTACHMENT A****SCOPE OF WORK****1. Background**

The Orange County Emergency Medical Services (OCEMS) is a department within Orange County Health Care Agency (OCHCA), located in Santa Ana, California. OCEMS system responds to over 150,000 requests for service every calendar year. Over 120 paramedic units currently complete a paper-based Pre-hospital care report (PCR) for every patient encounter. Contractor shall provide an emergency medical data system to provide comprehensive emergency medical services and trauma data solution that will aid in the evaluation and monitoring of every Emergency Medical Services (EMS) patient encounter within Orange County from the moment that a 9-1-1 request for service is received, to the moment that the patient is discharged from the emergency department.

2. OCHCA Computing Environment

The Health Care Agency (HCA) Information Technology (IT) manages a wide variety of applications and systems on Intel and AMD processor based servers running Microsoft Windows Server 2003 and Linux. HCA IT will be migrating Windows 2003 servers to Windows Server 2008 in the upcoming year. Half of the servers are VMWare virtual servers. It is not mandatory for the application software to run under VM but it is preferable for maximum environment efficiency. When necessary, physical servers shall be implemented. The preferred database is Microsoft SQL 2005. It is ideal that databases are able to run in a clustered SQL farm. HCA has approximately seventy (70) remote office buildings which are connected to the main data center via T1, DS3, or OPTEMAN communication lines.

It shall be a requirement of the new emergency medical data system to be able to communicate with the OCEMS providers through this network. The current operating system for workstations is Windows XP. In the future as budget allows, workstations will be purchased with Windows 7 once proper testing has been completed.

3. Contractor Security Requirements

The Contractor shall be required to have formal, published IT security policies that address how they manage and maintain the internal security posture of their own infrastructures. The Contractor shall be required to 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.

4. Current System

The current EMS Data System is provided by Lancet Technology, Inc., located in Boston, Massachusetts. It includes three (3) separate modules; Central - One, Trauma – One, and Certification – One. These modules are not web based and currently have no interoperability between the three (3) databases. The nature of each current data system is summarized below:

Central – One:

- Manual data entry from the PCR or Base Hospital Report (BHR) is completed by each of the seven (7) designated Base Hospitals pursuant to a contractual agreement that each one has entered into with OCEMS.
- Each Base Hospital's (BH) EMS Data application is set up identically, but updates must be completed individually. Each BH has a separate software maintenance contract with Lancet Technology.
- The current EMS Data Set is based on locally created standards, and is very limited in its scope and focus.
- Data is only entered for patient encounters that meet OCEMS Advanced Life Support (ALS) patient Treatment Guidelines; no Basic Life Support (BLS) patients are entered into the system. Annual ALS patient volume is approximately 40% of the system; therefore, only 50,000 – 60,000 patient encounters per year are entered.
- Data is submitted to OCEMS as an email attachment in a .zip file by each BH on a rotating schedule twice per month. Data is then manually imported by the EMS Data Entry Specialist.
- Database is SQL and resides on the server managed by OCHCA IT.

Trauma – One:

- Manual data entry for each patient who enters the Orange County Trauma System (by 9-1-1 or Walk-In) is completed by three (3) designated Trauma Center's pursuant to a contractual agreement that each one has entered into with OCEMS. Data from an OCEMS designated Trauma Center that is based outside of the County is manually entered on-site by the EMS Data Entry Specialist.
- The current Trauma Registry Data Set is based on the National Trauma Data Bank (NTDB) and locally created standards; however, OCEMS currently only requires a data set that is limited in its scope and focus.
- Each Trauma Center is required to maintain a comprehensive Trauma Patient Registry; however, OCEMS does not have access to it. Historically, OCEMS has only required that a small sub-set of data elements be submitted.
- Each Trauma Center's Trauma Registry Data application is set up differently. System-wide updates are very difficult, or impossible. Each Trauma Center has a separate software maintenance contract with Lancet Technology.
- Data is submitted to OCEMS as an email attachment in a .zip file by each Trauma Center on a rotating schedule once per month. Data is then manually imported by the EMS Data Entry Specialist.
- Database is SQL and resides on the server managed by OCHCA IT.

Certification – One (CERT):

- The "Trauma – One" application has been modified by Lancet Technology at OCEMS' request to meet the need to comprehensively track all EMS personnel who are Certified and/or Accredited by OCEMS.
- Manual data entry for information pertaining to the Certification or Accreditation of EMS personnel who operate within the OCEMS System is completed by OCEMS clerical/support staff members.
- Database is SQL and resides on the server managed by OCHCA IT.

5. General Requirements for the New System

The new EMS data system will be called the Orange County Medical Emergency Data System (OC-MEDS).

- OC-MEDS shall be a web-based, fully data-integrated, off-the-shelf application that provides secure access to patient data. Patient Health Information (PHI) must be securely protected pursuant to HIPAA standards.
- OC-MEDS shall include data elements that are consistent with federal, state, and local EMS and Trauma data standards. The following Data Standards will be utilized:
 - National EMS Information System (NEMSIS) v2.2.1
 - California EMS Information System (CEMSIS) – EMS
 - California EMS Information System (CEMSIS) – Trauma
 - National Trauma Data Bank (NTDB) Trauma Data Standards
 - OC-MEDS – EMS Data Standard
- The system shall be multi-functional with parallel modules that shall be interoperable and shall utilize data linkage based on common data elements. The following modules shall be included:
 - Personnel Certification (CERT)
 - Prehospital Care Report (ePCR) - may include Computer Aided Dispatch (CAD) data from provider agencies.
 - Base Hospital Report (eBHR)
 - Trauma Registry (eTR)
 - Hospital Discharge Data Summary (eHDDS)
- Each module above shall have a web-based user interface for manual data entry and / or shall enable data to be imported from provider agencies and hospitals via File Transfer Protocol (FTP) site or other suitable data transfer method pursuant to OC-MEDS system guidelines.
- System-wide reporting capabilities and data mining features shall be included for exclusive use by OCEMS.
- EMS provider agencies and hospitals shall have access to their own data with comprehensive reporting and data mining capabilities.
- System must include interoperable and secure web-based communications capabilities (i.e. secure messages, on-line chat features, etc.) so that cases may be reviewed and discussed between provider agencies and hospitals entirely within the system without compromising patient confidentiality.
- Contractor's application must support web-based analysis and reporting services for EMS System Stakeholders based on specific user group permissions.
- A simple web-based user interface for reporting of aggregate data for use by the general public (i.e. System Activity Reports currently posted on OCEMS website) shall be implemented.
- The system shall include "user friendly" export features for submitting data to state or federal EMS and Trauma as requested or required (future requirements and regulations to be established by the State of California EMS Authority).
- Contractor shall specify the hardware at its data center hosting the application and OCHCA's data. The hardware shall have sufficient capacity and processing power to achieve optimal performance.
- Contractor shall be licensed to do business in the State of California.
- Contractor preferably shall be NEMSIS "Gold" Compliant. NEMSIS "Silver" Compliant Contractors may be considered if they can demonstrate that they are compliant with all CEMSIS – EMS data standards.
- Contractor must provide software maintenance/support services. Contractor shall provide a single point of contact for software support, such as a help desk, available twelve (12) hours per day, five (5) days a week.
- Contractor shall work with OCEMS to develop a training plan for orienting provider agencies and hospitals and will assist them in their initial configuration.
- Contractor shall train at least two (2) OCEMS staff in administration, support and maintenance of the system.
- Contractor shall be responsible for providing up-dated and reproducible materials for initial and continued training of hospital staff.
- Contractor's application must protect user identification and password, patient identifiers, provider identifiers, and unique patient characteristics.

- Contractor's software shall provide the ability to grant the individual provider agencies and/or hospitals the ability to control user access, records review, release authorization and selection of non-required data elements to add to their user interface.
- Contractor shall propose an estimated effort for the conversion of legacy data which includes an assessment of existing data system, evaluation of legacy system data structures, mapping of data structures to the target system and the actual data conversion.
- In the event that the County terminates this Contract, the Contractor shall provide the County with the means to replicate its database and provide the County with the database schema within thirty (30) days after notification.

6. Contractor's Work Plan

Contractor is delivering an ePCR solution that consists of EMS State Bridge with Patient Registry Products that will be hosted at Contractor's facility. Each integration will have a detail explanation in the final Project Plan. Any additional integration may be subject to additional fees. To complete this end to end solution there will be the following data integrations:

- a. Visual Informatics
- b. Export to CEMSIS
- c. eBHR Module
- d. CAD Integration
- e. License and Certification Manager
- f. Patient Registry Modules
 - i. Trauma
 - ii. STEMI
 - iii. Stoke

The implementation process will consist of installation, testing, and training performed by Contractor's personnel. Additionally the integrations will require a review of the various systems with which this system will communicate. The data elements, data file format, data exchange standard and the configuration mapping will need to be defined for each. As an open system, seamless data flow and exchange are the goal and accomplished with the support of multiple data file formats and an experienced integrations staff.

Project Planning

The planning process will begin with a kickoff meeting upon effective date of Contract. This is an onsite meeting at the Contractor's site. This will establish the groundwork for this venture, informing all parties of their roles and responsibilities. Additionally, guidelines will be laid for the infrastructure, data dictionary, data imports/exports and the exact details of the acceptance procedure will also be established. The initial steps of finalization of specifications and acceptance criteria will be accomplished with Contractor's personnel and will be subject to approval by County Project Manager.

Implementation Plan follows:

- EMS State Bridge with Patient Registry Application Review to include finalization of the data set, validation rules, system data exchange requirements, acceptance criteria, review training plan and deployment timeframes. County will be required to complete the implementation workbook;
- Present initial Project Plan deliverable consisting of Project Schedule, Testing Plan, and Training Plan;
- Bi Monthly Status Reports (two written status reports are presented each month);
- EMS State Bridge with Patient Registry will be installed in the Contractor's environment for Initial acceptance to include all agreed base functionality. The deliverable for this are the associated licenses;
- Training as specified in the training plan;
- Visual Informatics
- Export to CEMSIS

- eBHR Module
- Finalize Pilot Program and Acceptance Testing
- Installation on the production environment at County's data center
- Ongoing data collection and final acceptance review
- Go Live
- Ongoing support

Deliverables

Contractor will present the following deliverables (i.e., work products) to County for acceptance. Acceptance means that the deliverable is complete and meets expectations. Acceptance of deliverables on a timely basis is critical in order to avoid delays to the project and establish milestone payment points.

- Contract signature
- Project Plan deliverable consisting of Project Schedule, Testing Plan, and Training Plan;
- Bi monthly status reports (two written status reports are presented each month)
- Product Licenses
- Installation on Contractor's Servers
- Pilot Program Plan Initiation
- Training
- Each Integration acceptance
- Pilot Program completion
- Final Acceptance / Go Live

Implementation

Deployment

The EMS State Bridge with Patient Registry implementation begins with the deployment to the Contractor server environment and configured to the details as completed in the implementation workbook completed by County staff. This will then be reviewed with County and initial testing can begin. Status updates and phone meetings will be held during the development phase to review functionality.

Modifications and System Enhancements

As a COTS system the EMS State Bridge with Patient Registry will be implemented as is and will be configured for usage by the County's staff. Any modification or system enhancements that are not part of any scheduled release plan are considered out of Scope of Work and will be accomplished after a mutually agreed upon Scope of Work and costs has been established.

Pilot Program

Contractor encourages a pilot program with select services for typically 3 to 6 months. This allows for the initial users to understand the system and review and potentially modify their existing policies and procedures to ensure a seamless transition from the existing data collection method to the Contractor solution. During the Pilot Program the solution will be hosted by Contractor. The completion of the Pilot Program is a milestone for assessing the overall project success and to determine the best "Go Live" methodology to promote uniform usage and a successful initiative. A final report will be collated to cover:

- Program Overview
- Program Objectives to include measurement of the critical criteria
 - Access and reliability in transmission, storage and sharing of pre-hospital data
 - Report generation
 - User interface, entry times and acceptance
 - Final Program Evaluation
 - Preparation for data exchange requirements
 - Visual Informatics
 - Export to CEMSIS

- eBHR Module
- CAD Integration
- License and Certification Manager
- Patient Registry Modules
 - Trauma
 - STEMI
 - Stoke

Testing

Testing will include performance, stability, data integrity, and connectivity measures. Complete testing and acceptance criteria are mutually detailed during the kick-off meeting. In general the tasks will be performed by the Contractor's team with County team members responsible for review, modification requests and acceptance. Actual data collection during the pilot, however, is performed by the EMS field personnel.

Training

The Contractor's Training Curriculum will be reviewed with County to ensure that all courses are designed to address County's specific needs. Train-the-trainer" sessions will train a designated person(s) from County in all aspects of system administration and usage and provides the basic materials for the training plan for all EMS field personnel. Contractor will provide the number of training days as specified in Attachment C.

Ongoing training sessions will be held regularly (perhaps every 6 months) for new personnel and as review for existing personnel if contracted or may be contracted as necessary. These sessions will be conducted by the trainer via Webinar or alternatively, Contractor can offer these onsite for additional fees.

Contractor's Training Curriculum is broken down into two (2) types of training sessions, User Training and Administrator Training.

- a. **User Training.** Contractor will provide training for up to twenty five (25) students total in the use of the EMS State Bridge with Patient Registry applications, five (5) hours per day, three (3) days. From 9:30am to 12noon, 1pm to 3:30pm. Training will be provided in City, State at an appropriate facility as determined by the Contractor's Project Manager and the County Project Manager. These training costs will be paid for by County and are included in Attachment C. Additional training may be purchased at \$1000 per day plus travel expenses of \$1,500 if on County's site or \$100 / hour for webinar training.
- b. **Administrator Training.** Administration Training will focus on system administration and all the features associated with maintaining the application. Additional training will focus on data collection as well as reporting and data analysis. Administration training will include the knowledge to provide Level 1 support and training to EMS field personnel. It is recommended that this training be accomplished in groups, since the interactive questions and assistance improves the learning process and establishes the communication links for the ongoing system usage. Contractor will provide training on the installation, configuration, and maintenance of the EMS State Bridge with Patient Registry applications for technical support personnel (up to 10) for eight (8) hours per day, two (2) days, from 8:00am to 12noon, 1pm to 5:00pm. Training will be provided in City, State at an appropriate facility as determined by Contractor's Project Manager and the County Project Manager. These training costs will be paid for by County and are included in Attachment C. Additional training may be purchased at \$1000 per day plus travel expenses of \$1,500 if on County's site or \$100 / hour for webinar training.
- c. **Documentation** will be provided in PDF format, which County will be allowed to reproduce for its own internal use. Access will also be provided to ImageTrend University, which contains self-guided tutorial online videos as additional educational materials,

which can be used for either initial or refresher training. When accessing ImageTrend University through their application, users can view educational videos, manuals, quick guides and workbooks to assist them in better understanding our software and support train-the-trainer sessions. These manuals may be copied and/or digitized by County for County's internal use.

Integrations

The following integrations have been established to define the overall data flow goals. It is understood that during discovery and finalization of the requirements for each integration the data elements, data file format, data exchange method, mapping and validation will be defined. Modifications may be necessary to accommodate technical issues and feasibility constraints, as well as third party vendor cooperation. These will be clearly discussed with all alternatives to accomplish the most advantageous solution. County agrees to be responsible for facilitating necessary communications with the third party vendors. The actual implementation strategy and timeline will be mutually agreed upon.

Technical Contacts

County Contacts:

Name:
Title:
Phone:
Email:

Billing Export Contact:

Name:
Title:
Phone:
Email:
Website:
Specification sheet required and will be found in the Project Plan

Contact:

Name:
Title:
Phone:
Email:
Specification sheet required and will be found in the Project Plan

CAD Contact:

Name:
Title:
Phone:
Email:
Version Number:
Website:
Specification sheet required and will be found in the Project Plan

Contact:

Name:
Title:
Phone:
Email:
Version Number:
Website:

Specification sheet required and will be found in the Project Plan

Final Deployment

Once the installation is completed, the training plan and Go Live procedure will be reviewed and modified if necessary. Testing will include performance, stability, data integrity and connectivity measures. At this point the full application usage will begin. At the end of this phase, a status review and final acceptance meeting will be held.

Project Schedule

- a. CLIENT ePCR Initial Implementation Schedule – see Attachment C.
- b. Contractor and County shall define and mutually agree to a Schedule of Services and associated Payment Schedule included in Attachment C, that will be reviewed, the milestones defined together with the requisite dollar payment for each milestone. Pilot Phase needs to be defined with a date certain for completion and a Go Live date needs to be included (with acceptance of the system). Project schedule may be reviewed and modified on an ongoing basis during the term of the Contract upon mutual agreement without a Contract Amendment.

Customer Review and Acceptance

Acceptance of Deliverables

When Contractor has completed a deliverable, Contractor shall forward such deliverable to County with an Acceptance Form. Acceptance of a deliverable shall be based on its conformity to the Contract Requirements. Within ten (10) working days after County's receipt of such deliverable, or as otherwise mutually agreed by the parties, County shall return to Contractor the Acceptance Form executed by County's Project Manager or shall forward to Contractor's Project Manager a written report requesting modification. A signed Acceptance Form will be required prior to submitting an invoice for payment.

Acceptance Testing

County shall commence and complete acceptance testing in accordance with the Testing Plan submitted as part of the Project Plan. County shall evaluate the System for purposes of acceptance against the Acceptance Testing Criteria

Final Acceptance

Upon agreement between Contractor and County that all deliverables have been received and accepted, Contractor shall certify in writing to County that the System is ready for First Full Functional Use.

Additional Modules Provisions:

A. eBHR Module Requirements:

- Contractor shall add data elements as specified by the County and ensure that all elements are reportable in the Contractors report writer (Report Writer 2.0).
- The eBHR module is intended to be a rapid entry module with little to no need for manual entry of text.
 - The eBHR module shall be a modified version of or an additional component to the Contractor's existing ePCR software (Field Bridge) and be able to function without an internet connection.
 - The eBHR module is intended to be used by Mobile Intensive Care Nurses (MICNs) as they provide online medical control and direction to paramedics in the field.
 - The eBHR module shall incorporate rapid data entry buttons that utilize touch screen technology to enable end users to simply and efficiently enter information by tapping a computer screen. These processes will be similar to the Contractor's existing "PowerTools" incorporated into their Field Bridge.
 - The Contractor shall create rapid entry buttons that meet the following key criteria:

- Medication Ordered
 - Procedures Ordered
 - Destination Ordered
 - Provider Actions (VS, Primary Assessment, Secondary Assessment, etc.)
- Rapid data entry buttons must be configurable and allow administrators the ability to manipulate them based on preference.
- The Contractor shall create new controls in its “Layout Editor” to accommodate these new features including a grid style control similar to the Provider Actions Grid or the Activities Grid.
- The eBHR module is intended to be interoperable with the existing Field Bridge.
 - The eBHR module must be capable of receiving basic information that has been entered and posted by EMS field personnel.
 - The data transfer should occur automatically when a specific data element is used and the Field Bridge user posts his/her data.
 - The existing data element, Base Hospital Contacted (IT5.23), should be used as a trigger in Field Bridge to direct to which Base Hospital the specific run should be posted to. For example, if Medic 1 selects Base Hospital A as the contacted base hospital on his/her ePCR and then posts the chart, then Base Hospital A will be notified that they are receiving a call via the eBHR module.

B. NFIRS Module and Integrations Requirements:

- Automated NEMSIS Data Export
 - This section will provide the basic requirements that will be needed to effectively enable automated data exports from individual EMS service sites within the Contractor’s hosting environment (Service Bridge) to a secure web-service hosted by the Contractor for retrieval by EMS provider agencies and/or their agents.

1. Data File Format

- The Contractor shall create a standard NEMSIS extensible markup language (XML) export file that meets the following minimum criteria:
 - Includes all standard NEMSIS Data Elements as defined by NEMSIS v2.2.1 Data Standards.
 - Includes Additional Data Elements via the NEMSIS “Research Field” including:
 - Consumable Items Defined in the Contractor’s Inventory 2.0 Module
 - All Contractor specific (IT Field – e.g. IT5.50 – Transporting Agency) data elements that are used by the OCEMS system.

2. Data Transfer Process

- The Contractor shall create a secure automated data transfer process that meets the functional and operational needs of the OCEMS system.
- The automated data transfer process will be initiated immediately based on the following conditions, triggers, and filters:
 - When the initiator (e.g. Paramedic filling out ePCR) marks his / her PCR as “Complete” and posts his/her chart to Service Bridge; and
 - The initiator marks the data Field “Transporting Agency” (IT5.50) with the desired transporting EMS provider.
- The NEMSIS XML file that is transferred for each EMS event will be made available on a secure/HIPAA Compliant web-service that will be hosted by the Contractor.
- The NEMSIS XML file will include a Portable Document File (PDF) for each patient care record exported.
- EMS provider agencies and/or their agents will be provided the tools that they need to access the Contractor hosted web-service so that they may establish their own data retrieval methods.

- The web-service must be capable of partitioning provider data so that only those agencies that should have access to specific EMS events are the only one's permitted to do so.
- The following provides an example of the workflow:
 - Fire Department A initiates a ePCR, marks the run as "Complete", selects Ambulance Company B as the "Transporting Agency", and then posts their run to Service Bridge.
 - Based on the triggers and filters defined above, a NEMSIS XML file for the event is automatically generated and made available on the Contractor's secure web-service specific to Ambulance Company B.
 - Representatives for Ambulance Company B access the web-service using Contractor supplied credentials at an interval that meets their operational needs (every thirty (30) seconds, every minute, every five (5) minutes, etc.).
- Automated NEMSIS Import
 - The Contractor shall establish an Application Programming Interface (API) that will provide EMS provider agencies and/or their agents with the tools that they need to establish an automated process for importing data into the Contractor's Service Bridge.
 - The Acceptable file format for the import process will be the standard NEMSIS v2.2.1 XML.
 - Based on the tools that are provided, representatives of EMS provider agencies may establish an automated process on an interval that meets their operational needs.
 - The Contractor shall establish an automated import process that populates the hosted site at an interval that meets the needs of the OCEMS System. The desired interval will be at least every one (1) minute but no longer than every five (5) minutes.
- Automated NFIRS Data Export
 - This section will provide the basic requirements that will be needed to effectively enable automated data exports from individual EMS service sites within the Contractor's Service Bridge to a secure web-service hosted by the vendor for retrieval by EMS provider agencies and/or their agents.
- 1. **Data File Format**
 - The Contractor shall create a standard National Fire Incident Reporting System (NFIRS) XML export file that meets the following minimum criteria:
 - Includes all standard NFIRS Data Elements as defined by the NFIRS v5.7 (minimum) / NFIRS v5.9.1 Data Standards.
 - The File Format must include Series 300 (Rescue and Emergency Medical Services) data elements as defined by NFIRS.
- 2. **Data Transfer Process**
 - The Contractor shall create a secure automated data transfer process that meets the functional and operational needs of the OCEMS system.
 - The automated data transfer process will be initiated immediately based on the following conditions, triggers, and filters:
 - When the initiator (e.g. Paramedic filling out ePCR) marks his / her PCR as "Complete" and posts his/her chart to Service Bridge; and
 - The initiator Service/Agency ID is one of twelve (12) fire departments.
 - Anaheim Fire Department (30005)
 - Brea Fire Department (30010)
 - Costa Mesa Fire Department (30020)
 - Fountain Valley Fire Department (30025)

- Fullerton Fire Department (30030)
- Garden Grove Fire Department (30035)
- Huntington Beach Fire Department (30040)
- Laguna Beach Fire Department (30045)
- Los Angeles County Fire Department (19110)
- Newport Beach Fire Department (30055)
- Orange City Fire Department (30060)
- Orange County Fire Authority (30065)
- The NFIRS XML file that is transferred for each EMS event will be made available on a secure/HIPAA Compliant web-service that will be hosted by the Contractor.
- EMS provider agencies/fire departments and/or their agents will be provided the tools that they need to access the Contractor hosted web-service so that they may establish their own data retrieval methods.
- The web-service must be capable of partitioning provider data so that only those agencies that should have access to specific EMS events are the only one's permitted to do so.
- The following provides an example of the workflow:
 - Fire Department A initiates a ePCR, marks the run as "Complete", and then posts their run to Service Bridge.
 - Based on the triggers and filters defined above, a NFIRS XML file for the event is automatically generated and made available on the Contractor's secure web-service specific to the initiators Service/Agency ID.
 - Representatives for Fire Department A access the web-service using Contractor supplied credentials at an interval that meets their operational needs (every thirty (30) seconds, every minute, every five (5) minutes, etc.)
- Module Description and Pricing

Description	Qty.	Unit Price	Total
State Bridge Upgrade to include Critical Care License (for both State Bridge and Field Bridge)	1	\$25,000.00	\$25,000.00
Critical Care License Annual Support	1	\$3,250.00	\$3,250.00
Critical Care Setup	1	Included	Included
Total			\$28,250.00

-The annual support fees will be billed annually in advance.

-Project completion occurs upon receipt of product.

-Contractor's Critical Care License and annual support are based on 400,000 annual incidents as provided by County. Contractor reserves the right to audit annual incident volume and the option to increase future support and hosting costs, with advanced notification to the County, if the number of annual incidents increases substantially and has a resulting effect of increased support calls and hosting requirements to Contractor.

EMS Licensure Additional Development

- Inspection Checklist (105 Hours)
 - Ability to create/update/delete checklist template
 - Select inspection item as question (pass/fail/NA)

- Note field per question
 - Auto flag as deficiency when inspection item fails
 - Resource Table stores all inspection items
 - Deficiency management
 - Fees can be configured per inspection item
 - Associated Fees will be added to the Service as Deficiencies are Recorded
 - Fees will be collected via the existing payment gateway
 - Reporting
 - Add merge fields in correspondence
 - Print letters in pdf file format
 - PDF layout will be predefined based on inspection item checklist configuration
- Platform Specific Functions/Features **(160 Hours)**
 - Add inspection interface in public portal
 - Responsive layout
 - Offline inspection
 - Checkout offline inspection forms
 - Sync inspection data when internet available
- State Bridge Additional Development**
- Add the following new EMS fields to **(15 Hours)**:
 - Layout Editor, Field Bridge, Dynamic Run Form, Report Writer, PDF Layout Editor, Code Registry, and Visibility Events, Provider Action Buttons:
 - Area of Operation drop down list
 - 1.Options:
 - Values populated from the new Setup > Service Settings & Resources > Service > Area of Operation page
- Update the OC-MEDS CAD integration to populate the new Area of Operation field **(42 Hours)**
 - Create a new field in CAD
 - Area of Operations
 - Update the CAD integration to populate Area of Operation
 - Add data element IT5.52 (Incident Area Classification) to CAD Integration
- Add Area of Operation setup functionality **(14 Hours)**
 - Add Admin > Run Forms > Resources > Area of Operation page
 - Area of Operation list view
 - List of all configured Areas of Operation
 - Columns
 - ✓ Area of Operation
 - ✓ Description
 - ✓ Active
 - Add Area of Operation button
 - When clicked, the Add/Edit Area of Operation page will display.
 - Add Admin > Run Forms > Resources > Area of Operation > Add/Edit Area of Operation page
 - Area of Operation Number textbox
 - Alpha-numeric sort order
 - Description memo
 - Active radio button
 - Yes
 - No
 - Save button

- When clicked, data on the page will be saved and the user will be redirected to the Area of Operation page.
 - Back button
 - When clicked, data on the page will not be saved and user will be redirected to the Area of Operation page.
 - Contractor will import initial list of values for Area of Operation.
- **Update Field Bridge (10 Hours)**
 - Add new database table to the Field Bridge
 - Area of Operation data table
 - Update Sync Object table
 - Include records to sync new Area of Operation data
 - **Project Management (30 Hours)**
 - Planning
 - Meetings
 - Documentation
 - Training – Webinar
 - **Testing in Applicable Environments (30 Hours)**
 - Testing under development, beta, alpha and live sites
 - Review and in-scope revisions
 - **Implementation and Deployment (30 Hours)**

Implementation Process

Project Kick Off

- Following the project plan, Contractor will create and present a project implementation plan including Project Schedule with timeline, Requirements document, Testing & Acceptance. Further discovery, GAP Analysis, and mutual agreement for this project will be discussed at the meeting
- Contractor will present the finalized implementation plan documents to County for review and approval

Implementation Phase

- Contractor will present status updates at mutually agreed upon interval(s)
- Contractor will implement the Project on the appropriate servers
- County will review and test the application to provide final feedback to Contractor
- County may formally request modifications to the development as detailed in this Scope of Work (SOW) through a Change Request

Overview/Walk-through Phase

- Contractor will provide a detailed overview of the software enhancements as specified in the SOW prior to project handoff.

Project Handoff/Closure

- Contractor will complete the Request for Acceptance Form showing that all project tasks have been completed for review and acceptance according the mutually established Acceptance Criteria
- Go Live
 - Contractor will begin providing support services, as contracted, at this point forward and in accordance with the Service Level Agreement

Period of Performance

- Contractor will schedule development and communicate to County the proposed Start Date and estimated Completion Date for the project once this Amendment

has been signed and returned. County cooperation, change requests and other factors may affect the Completion Date. Contractor will work with the County to communicate any changes to the project schedule that may alter the Completion Date.

- **Acceptance of Deliverables**

- When Contractor has completed a Deliverable, Contractor shall forward such Deliverable to County with a Request for Acceptance Form. Acceptance of a Deliverable shall be based on its conformity to the Acceptance Criteria. Within thirty (30) working days after County's receipt of such Deliverable, or as otherwise mutually agreed by the parties, County shall return to Contractor the Acceptance Form executed by County's Project Manager or shall forward to Contractor's Project Manager a written report requesting modification.

CONTRACT NO. MA-042-14010212

ATTACHMENT B

COMPENSATION AND INVOICING

I. COMPENSATION

This is a fixed price Contract not to exceed \$~~142,908~~190,868 for the term of the Contract between the County and Contractor.

The Contractor agrees to accept the specified compensation as full remuneration for performing all services and furnishing all staffing and materials called for; for any reasonably foreseen difficulties under the responsibility of the Contractor which may arise or be encountered in the execution of the services until their acceptance; for risks connected with the services; and for performance by the Contractor of all of its duties and obligations hereunder. The fixed price shall include the fee and all expenses related to the performance of work and services required to meet the tasks and deliverables in the Scope of Work, set forth more fully in Attachment A of this Contract.

II. PAYMENT TERMS

A. Terms

Payment shall be payable within thirty (30) days after the Auditor-Controller's receipt of an approved invoice for services and/or goods submitted in accordance with the terms set forth herein. The invoice must be verified and approved by the County's Project Manager or designee and is subject to routine processing requirements of the County.

Billing shall cover only those services and/or goods not previously invoiced. The Contractor shall immediately reimburse the County for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

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

B. Invoicing Instructions

1. Invoices and all supporting documentation shall be submitted to the following address:
County of Orange
HCA/ Accounts Payable
PO Box 689
Santa Ana, CA 92702
2. Acceptable Invoicing Format: Contractor may bill on any standard invoice form, but the following references must be made:
 - a. County Contract Number
 - b. Contractor's Federal I.D. Number and California Board of Equalization Permit Number
 - c. Description of Services
 - d. Date(s) of Performance of Services
 - e. Total Amount of Payment Requested
 - f. Remittance Address

The responsibility for providing acceptable invoice(s) to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned.

CONTRACT NO. MA-042-12011804 14010212**ATTACHMENT C****COST SUMMARY/PRICING-PAYMENT SCHEDULE**

The prices include all labor, materials, equipment, insurance coverage, permits, licenses, preparation of all faxed and mailed/delivered reports and all other fees to provide the services specified herein.

CONTRACTOR'S HOSTING PRICING

Phase	Step	Project	Description	Units	Price	Extended Cost	
Phase I-(a) - EMS State Bridge / Visual Informatics / CAD Integration(s)	A	Project Management, planning, and training.	Pilot Monitoring and Testing	1	\$10,000.00	\$10,000.00	
			Planning and Kick-Off Meetings	1	\$10,000.00	\$10,000.00	
			Initial Training Days (Admin/Train-the-Trainer)	15	\$1,000.00	\$15,000.00	
			Training Travel	5	\$1,500.00	\$7,500.00	
				Step A Subtotal			\$42,500.00
	B	EMS Data Management/Reporting System	EMS State Bridge	1	\$120,000.00	\$120,000.00	
			Data Warehouse	1	Included	Included	
			Security and Permissions Module	1	Included	Included	
			Web-Based Data Collection	1	Included	Included	
			NHTSA V2.1 Data Set	1	Included	Included	
			Standard / Adhoc Report Writer	1	Included	Included	
			Service and Staff Administration	1	Included	Included	
			Quality Assurance Module	1	Included	Included	
			Certification Manager	1	Included	Included	
			Certification Dashboard	1	Included	Included	
			Export to CEMSIS	1	Included	Included	
			Visual Informatics (Data Mining / Standard Cubes / Trauma Cubes)	1	\$48,000.00	\$48,000.00	
			1st Year Annual Support (10/26/2010 - 10/31/2011)	1	\$21,840.00	\$21,840.00	
						Step B Subtotal	
	C	Legacy Data Conversion	Legacy Data Conversion /Import (one-time fee)	1	\$20,000.00	\$20,000.00	
				Step C Subtotal			\$20,000.00
	D	CAD Integration Note: Locations may be added or deleted upon mutual concurrence by both parties.	Orange County Fire Authority	1	\$10,000.00	\$10,000.00	
			1st Year Annual Support	1	\$1,300.00	\$1,300.00	
			MetroNet	1	\$10,000.00	\$10,000.00	
			1st Year Annual Support	1	\$1,300.00	\$1,300.00	

Phase	Step	Project	Description	Units	Price	Extended Cost
	Step D Subtotal					\$67,800.00
	E	Mobile Device ePCR Software	Countywide ePCR Software License	1	\$90,000.00	\$90,000.00
			1st Year Annual Support (10/26/2010 - 10/31/2011)	1	\$11,700.00	\$11,700.00
	Step E Subtotal					\$101,700.00
	F	Hosting Services	EMS State Bridge Hosting/(Year 1)	1	\$12,000.00	\$12,000.00
	Step F Subtotal					\$12,000.00
	Phase I-(a) - Total Cost					\$433,840.00
Phase I-(b) - Patient Registry / Certification & Licensure Management	A	Patient Registry	Patient Registry Application	1	\$75,000.00	\$75,000.00
			Trauma Module	1	\$30,000.00	\$30,000.00
			STEMI Module	1	\$18,750.00	\$18,750.00
			Stroke Module	1	\$18,750.00	\$18,750.00
			1st Year Annual Support (10/26/2010 - 10/31/2011)	1	\$18,525.00	\$18,525.00
	Step A Subtotal					\$161,025.00
	B	Certification / Licensure Management	Certification / Licensure Software	1	\$80,000.00	\$80,000.00
			Provider / Vehicle / Agency Licensing	1	Included	Included
			Online Payment Processing	1	Included	Included
			Provider Training Record Collection	1	Included	Included
			Report Writer	1	Included	Included
			Integrated to State Bridge	1	Included	Included
			Synchronized Provider / Vehicle / Service	1	Included	Included
			Validate Provider / Vehicle Licenses	1	Included	Included
			Universal Login	1	Included	Included
			Cert. Document Management	1	Included	Included
			Certification Generation and Printing	1	Included	Included
			Online Application and Processing	1	Included	Included
			Provider / License Workflow	1	\$3,750.00	\$3,750.00
			Vehicle License Workflow	1	\$3,750.00	\$3,750.00
			Service / Agency Workflow	1	\$3,750.00	\$3,750.00
			1st Year Annual Support (10/26/2010 - 10/31/2011)	1	\$11,862.50	\$11,862.50
			Step B Subtotal			
	C	Hosting Services	Patient Registry Hosting / Trauma (Year 1)	1	\$6,000.00	\$6,000.00
			Patient Registry Hosting / STEMI & Stroke (Year 1)	1	Included	Included
			Certification / Licensure Hosting (Year 1)	1	\$4,500.00	\$4,500.00
	D	Insurance Requirements	Maintenance costs to cover insurance requirements	1	\$500.00	\$500.00
	Step C Subtotal					\$11,000.00
	Phase I-(b) - Total Cost					\$275,137.50

Phase	Step	Project	Description	Units	Price	Extended Cost
Phase I Total Cost						\$708,977.50
On-Going Hosting and Support		Hosting / Support Configuration	EMS State Bridge Annual Support	1	\$21,840.00	\$21,840.00
			CAD Integration Annual Support	2	\$1,300.00	\$2,600.00
			Countywide ePCR Software License Support	1	\$11,700.00	\$11,700.00
			Patient Registry Annual Support	1	\$18,525.00	\$18,525.00
			Certification / Licensure Annual Support	1	\$11,862.50	\$11,862.50
			EMS State Bridge Hosting / Yearly	1	\$12,000.00	\$12,000.00
			Patient Registry Hosting (Trauma)	1	\$6,000.00	\$6,000.00
			Patient Registry Hosting / STEMI & Stroke	1	Included	Included
			Certification / Licensure Hosting	1	\$400.00	\$4,500.00
			Maintenance costs to cover insurance requirements	1	\$500.00	\$500.00
	A	EMS, Licensure and Trauma Support and Hosting Yearly Cost (FY 2011 - 2012 through FY 2015 – 2016 or Years 2-5)	Yearly Cost	1		\$89,527.60

PAYMENT/PROJECT SCHEDULE

Deliverable #	Deliverable Description	Payment Schedule	Cost	*Estimated Completion Date
Phase 1 (a) - State Bridge / Visual Informatics / CAD Integration(s)				
1	Contract Start Date	Upon Contract Start Date	\$20,000.00	October 26, 2010
2	EMS State Bridge	Upon EMS State Bridge system setup	\$120,000.00	November 30, 2010
3	Visual Informatics	Upon Visual Informatics setup	\$48,000.00	November 30, 2010
4	EMS State Bridge Legacy Data Conversion	Upon completion of Legacy Data Conversion for EMS State Bridge	\$5,000.00	December 31, 2010
5	Orange County Fire Authority CAD Integration	Upon Completion of Orange County Fire Authority CAD Integration	\$11,300.00	TBD
6	MetroNet CAD Integration	Upon Completion of MetroNet CAD Integration	\$11,300.00	TBD
11	Mobile Device ePCR Software	Upon delivery of Mobile Device ePCR License (Field Bridge)	\$90,000.00	November 30, 2010
12	Training and Travel - EMS	Upon Completion of Initial Training (7 days)	\$10,500.00	January 31,

Deliverable #	Deliverable Description	Payment Schedule	Cost	*Estimated Completion Date
	State Bridge			2011
Phase 1 (b) - Patient Registry / Certification & Licensure Management				
13	Patient Registry Application	Upon Patient Registry system setup and system acceptance	\$75,000.00	April 15th, 2011
14	Trauma Module	Upon Trauma Module setup and system acceptance	\$30,000.00	April 15th, 2011
15	STEMI Module	Upon STEMI Module setup and system acceptance	\$18,750.00	April 15th, 2011
16	Stroke Module	Upon Stroke Module setup and system acceptance	\$18,750.00	April 15th, 2011
17	Patient Registry Legacy Data Conversion	Upon completion of Legacy Data Conversion for Patient Registry	\$5,000.00	April 15th, 2011
18	Certification / Licensure Software	Upon Certification / Licensure Software system setup	\$80,000.00	November 30, 2010
19	Provider / License Workflow	Upon Completion of Provider / License Workflow	\$3,750.00	March 15th, 2011
20	Vehicle License Workflow	Upon Completion of Vehicle License Workflow	\$3,750.00	March 15th, 2011
21	Service / Agency Workflow	Upon Completion of Service / Agency Workflow	\$3,750.00	December 31, 2010
22	Patient Registry Legacy Data Conversion	Upon completion of Legacy Data Conversion for Licensure	\$10,000.00	March 15th, 2011
23	Training and Travel - Patient Registry	Upon Completion of Initial Training (5 days)	\$7,500.00	April 15th, 2011
24	Training and Travel - Licensure	Upon Completion of Initial Training (3 days)	\$4,500.00	March 15th, 2011
1st Year Annual Support and Hosting (2010-2011)				
25	1st Year Annual Support	October 26, 2010	\$63,927.50	October 26, 2010
26	1st Year Annual Hosting	October 26, 2010	\$23,000.00	October 26, 2010
Additional Years of Annual Support and Hosting				
27	Annual Support	November 1st of each additional year	\$71,727.50	
28	Annual Hosting	November 1st of each additional year	\$23,000.00	

*Estimated completion dates may be adjusted as needed upon mutual concurrence by both parties.

Definitions of deliverables:

Item	Description of Deliverable items by Contractor
System Setup	Includes the setup of the System's URL
	Includes Establishment of SupportSuite Account
	Includes Delivery of License
CAD Integration Completion	Completed when data flows out of CAD source system into EMS State Bridge database
State Bridge Legacy Data Conversion Completion	Includes import of 1 year, 21 elements
Patient Registry Legacy Data Conversion Completion	Includes import up to 5 years, a standard NTDB XML file

Item	Description of Deliverable items by Contractor
Licensure Legacy Data Conversion Completion	Includes import of all feasibly imported historical data on licensed Personnel/Provider.

ADDITIONAL SOFTWARE AND MAINTENANCE/SUPPORT

Description	Qty	Unit Price	Total
Mapping and Reporting System (MARS) Module-Software License	1	\$ 20,000	\$ 20,000
MARS Module Maintenance/Support (05/01/11-10/31/11)	0.5	13%	\$1,300
Strategic Triggers and Alerts Reporting (STAR) Module – Software License	1	\$ 21,000	\$ 20,000
STAR Module Maintenance/Support (05/01/11-10/31/11)	0.5	13%	\$1,300
Software License Total			\$44,000
Support Total (05/01/11 – 10/31/11)			\$2,600
Ongoing Annual Support			
MARS			\$2,600
STAR			\$2,600

Payment Terms:

Software License shall be invoiced upon installation.

Pro-rated Module Support shall be invoiced in advance and upon installation of software.

Ongoing Annual Support shall be invoiced annually in advance.

ADDITIONAL MODULES (eBHR & NFIRS) SOFTWARE AND MAINTENANCE.SUPPORT

Description	Qty.	Unit Price	Total
eBHR Module Software License	1	\$35,000.00	\$35,000.00
eBHR Module Annual Support	1	13%	\$4,550.00
eBHR Module Annual Hosting	1	\$6,000.00	\$6,000.00
Support for July 1, 2012 – October 31, 2012			\$1,517.00
Hosting for July 1,, 2012 – October 31, 2012			\$2,000.00
Total			\$38,517.00
Ongoing Annual Support and Hosting			\$10,550.00
NFIRS Module Software License	1	\$20,000.00	\$20,000.00
NFIRS Annual Support	1	13%	\$2,600.00
NFIRS Annual Hosting	1	\$6,000.00	\$6,000.00
NEMSIS/NISE Automated Export	1	\$3,000.00	\$3,000.00
NEMSIS/NISE Automated Export Annual Support	1	13%	\$390.00
NFIRS Automated Export	1	\$3,000.00	\$3,000.00
NFIRS Automated Export Annual Support	1	13%	\$390.00
NEMSIS Import API (does not include support)	1	Incl.	Incl.
Software License and Integrations Total			\$26,000.00
Support for July 1, 2012 – October 31, 2012			\$1,127.00
Hosting for July 1, 2012 – October 31, 2012			\$2,000.00
Total			\$29,127.00
Ongoing Support and Hosting			\$9,380.00

- A 90 day warranty is in effect for ninety (90) days from receipt of product for eBHR module.
- On-going Support and Hosting will be billed annually.
- Project completion occurs upon receipt of products.
- The above mentioned items will be billed independently upon completion.

○ Module Description and Pricing

Description	Qty.	Unit Price	Total
State Bridge Upgrade to include Critical Care License (for both State Bridge and Field Bridge)	1	\$25,000.00	\$25,000.00
Critical Care License Annual Support	1	\$3,250.00	\$3,250.00
Critical Care Setup	1	Included	Included
Total			\$28,250.00

-The annual support fees will be billed annually in advance.

-Project completion occurs upon receipt of product.

-Contractor's Critical Care License and annual support are based on 400,000 annual incidents as provided by County. Contractor reserves the right to audit annual incident volume and the option to increase future support and hosting costs, with advanced notification to the County, if the number of annual incidents increases substantially and has a resulting effect of increased support calls and hosting requirements to Contractor.

EMS Licensure Additional Development

Schedule of Rates

Description	Hours	Total Cost
Development Specifications	346	\$38,060.00
Project Management: Planning, meetings, documentation, webinars	30	\$3,300.00
Testing: Testing within applicable environments (development, beta, alpha, and liver sites)	30	\$3,300.00
Review Revisions		
Implementation/Deployment	30	\$3,300.00
Project Total:		\$47,960.00

Payment Term: Upon project completion, 100% of total will be invoiced.

CONTRACT NO. MA-042-14010212

ATTACHMENT D

RESOURCES TO BE PROVIDED BY THE COUNTY

The County will provide the following to the Contractor:

1. Conference room, projector, internet access and phone connection during on-site visits to the County.

The County reserves the right to accept or reject any or all additional requests by the Contractor for County-supplied items and resources not specifically set forth in this Contract.

CONTRACT NO. MA-042-14010212

ATTACHMENT E

BUSINESS ASSOCIATE CONTRACT

A. GENERAL PROVISIONS AND RECITALS

1. The parties agree that the terms used, but not otherwise defined below in Paragraph B, shall have the same meaning given to such terms under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and their implementing regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations") as they may exist now or be hereafter amended.

2. The parties agree that a business associate relationship under HIPAA, the HITECH Act, and the HIPAA regulations between the Contractor and County arises to the extent that Contractor performs, or delegates to subcontractors to perform, functions or activities on behalf of County pursuant to, and as set forth in, the Contract MA-042-14010212 that are described in the definition of "Business Associate" in 45 CFR § 160.103.

3. The County wishes to disclose to Contractor certain information pursuant to the terms of the Contract MA-042-14010212, some of which may constitute Protected Health Information ("PHI"), as defined below in Subparagraph B.10, to be used or disclosed in the course of providing services and activities pursuant to, and as set forth, in the Contract MA-042-14010212.

4. The parties intend to protect the privacy and provide for the security of PHI that may be created, received, maintained, transmitted, used, or disclosed pursuant to the Contract MA-042-14010212 in compliance with the applicable standards, implementation specifications, and requirements of HIPAA, the HITECH Act, and the HIPAA regulations as they may exist now or be hereafter amended.

5. The parties understand and acknowledge that HIPAA, the HITECH Act, and the HIPAA regulations do not pre-empt any state statutes, rules, or regulations that are not otherwise pre-empted by other Federal law(s) and impose more stringent requirements with respect to privacy of PHI.

6. The parties understand that the HIPAA Privacy and Security rules, as defined below in Subparagraphs B.9 and B.14, apply to the Contractor in the same manner as they apply to a covered entity (County). Contractor agrees therefore to be in compliance at all times with the terms of this Business Associate Contract and the applicable standards, implementation specifications, and requirements of the Privacy and the Security rules, as they may exist now or be hereafter amended, with respect to PHI and electronic PHI created, received, maintained, transmitted, used, or disclosed pursuant to the Contract MA-042-14010212.

B. DEFINITIONS

1. "Administrative Safeguards" are administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic PHI and to manage the conduct of Contractor's workforce in relation to the protection of that information.

2. "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the PHI.

a. Breach excludes:

i. Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of Contractor or County, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Rule.

ii. Any inadvertent disclosure by a person who is authorized to access PHI at Contractor to another person authorized to access PHI at the Contractor, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Rule.

iii. A disclosure of PHI where Contractor or County has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

b. Except as provided in paragraph (a) of this definition, an acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule is presumed to be a breach unless Contractor demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors:

i. The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

ii. The unauthorized person who used the PHI or to whom the disclosure was made;

iii. Whether the PHI was actually acquired or viewed; and

iv. The extent to which the risk to the PHI has been mitigated.

3. "Data Aggregation" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.

4. "Designated Record Set" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.

5. "Disclosure" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

6. "Health Care Operations" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.

7. “Individual” shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

8. “Physical Safeguards” are physical measures, policies, and procedures to protect Contractor’s electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.

9. “The HIPAA Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

10. “Protected Health Information” or “PHI” shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

11. “Required by Law” shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.103.

12. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.

13. “Security Incident” means attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. “Security incident” does not include trivial incidents that occur on a daily basis, such as scans, “pings”, or unsuccessful attempts to penetrate computer networks or servers maintained by Contractor.

14. “The HIPAA Security Rule” shall mean the Security Standards for the Protection of electronic PHI at 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.

15. “Subcontractor” shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

16. “Technical safeguards” means the technology and the policy and procedures for its use that protect electronic PHI and control access to it.

17. “Unsecured PHI” or “PHI that is unsecured” means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of Health and Human Services in the guidance issued on the HHS Web site.

18. “Use” shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:

1. Contractor agrees not to use or further disclose PHI County discloses to Contractor other than as permitted or required by this Business Associate Contract or as required by law.

2. Contractor agrees to use appropriate safeguards, as provided for in this Business Associate Contract and the Contract MA-042-14010212, to prevent use or disclosure of PHI County

discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County other than as provided for by this Business Associate Contract.

3. Contractor agrees to comply with the HIPAA Security Rule at Subpart C of 45 CFR Part 164 with respect to electronic PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County.

4. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a Use or Disclosure of PHI by Contractor in violation of the requirements of this Business Associate Contract.

5. Contractor agrees to report to County immediately any Use or Disclosure of PHI not provided for by this Business Associate Contract of which Contractor becomes aware. Contractor must report Breaches of Unsecured PHI in accordance with Paragraph E below and as required by 45 CFR § 164.410.

6. Contractor agrees to ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of Contractor agree to the same restrictions and conditions that apply through this Business Associate Contract to Contractor with respect to such information.

7. Contractor agrees to provide access, within fifteen (15) calendar days of receipt of a written request by County, to PHI in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under 45 CFR § 164.524.

8. Contractor agrees to make any amendment(s) to PHI in a Designated Record Set that County directs or agrees to pursuant to 45 CFR § 164.526 at the request of County or an Individual, within thirty (30) calendar days of receipt of said request by County. Contractor agrees to notify County in writing no later than ten (10) calendar days after said amendment is completed.

9. Contractor agrees to make internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by Contractor on behalf of, County available to County and the Secretary in a time and manner as determined by County or as designated by the Secretary for purposes of the Secretary determining County's compliance with the HIPAA Privacy Rule.

10. Contractor agrees to document any Disclosures of PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County, and to make information related to such Disclosures available as would be required for County to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.

11. Contractor agrees to provide County or an Individual, as directed by County, in a time and manner to be determined by County, that information collected in accordance with the Contract MA-042-14010212, in order to permit County to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.

12. Contractor agrees that to the extent Contractor carries out County's obligation under the

HIPAA Privacy and/or Security rules Contractor will comply with the requirements of 45 CFR Part 164 that apply to County in the performance of such obligation.

13. Contractor shall work with County upon notification by Contractor to County of a Breach to properly determine if any Breach exclusions exist as defined in Subparagraph B.2.a above.

D. SECURITY RULE

1. Contractor shall comply with the requirements of 45 CFR § 164.306 and establish and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR § 164.308, § 164.310, § 164.312, and § 164.316 with respect to electronic PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County. Contractor shall follow generally accepted system security principles and the requirements of the HIPAA Security Rule pertaining to the security of electronic PHI.

2. Contractor shall ensure that any subcontractors that create, receive, maintain, or transmit electronic PHI on behalf of Contractor agree through a contract with Contractor to the same restrictions and requirements contained in this Paragraph D of this Business Associate Contract.

3. Contractor shall report to County immediately any Security Incident of which it becomes aware. Contractor shall report Breaches of Unsecured PHI in accordance with Paragraph E below and as required by 45 CFR § 164.410.

E. BREACH DISCOVERY AND NOTIFICATION

1. Following the discovery of a Breach of Unsecured PHI , Contractor shall notify County of such Breach, however both parties agree to a delay in the notification if so advised by a law enforcement official pursuant to 45 CFR § 164.412.

a. A Breach shall be treated as discovered by Contractor as of the first day on which such Breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor.

b. Contractor shall be deemed to have knowledge of a Breach, if the Breach is known, or by exercising reasonable diligence would have known, to any person who is an employee, officer, or other agent of Contractor, as determined by federal common law of agency.

2. Contractor shall provide the notification of the Breach immediately to the County Privacy Officer at

Thea Bullock, County Privacy Officer 405 W. 5 th Street Santa Ana, CA 92701 (714) 834-3154 tbullock@ochca.com	Or Linda Le, Deputy County Privacy Officer 405 W. 5 th Street Santa Ana, CA 92701 (714) 834-4082 llile@ochca.com
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privacyofficer@ocgov.com	HIPAA@ochca.com
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a. Contractor's notification may be oral, but shall be followed by written notification within twenty-four (24) hours of the oral notification.

3. Contractor's notification shall include, to the extent possible:

a. The identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Contractor to have been, accessed, acquired, used, or disclosed during the Breach;

b. Any other information that County is required to include in the notification to Individual under 45 CFR §164.404 (c) at the time Contractor is required to notify County or promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period set forth in 45 CFR § 164.410 (b) has elapsed, including:

(1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

(2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;

(4) A brief description of what Contractor is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and

(5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

4. County may require Contractor to provide notice to the Individual as required in 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the County.

5. In the event that Contractor is responsible for a Breach of Unsecured PHI in violation of the HIPAA Privacy Rule, Contractor shall have the burden of demonstrating that Contractor made all notifications to County consistent with this Paragraph E and as required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of PHI did not constitute a Breach.

6. Contractor shall maintain documentation of all required notifications of a Breach or its risk assessment under 45 CFR § 164.402 to demonstrate that a Breach did not occur.

7. Contractor shall provide to County all specific and pertinent information about the Breach, including the information listed in Section E.3.b.(1)-(5) above, if not yet provided, to permit County to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as practicable, but in no event later than fifteen (15) calendar days after Contractor's initial report of the Breach to County

pursuant to Subparagraph E.2 above.

8. Contractor shall continue to provide all additional pertinent information about the Breach to County as it may become available, in reporting increments of five (5) business days after the last report to County. Contractor shall also respond in good faith to any reasonable requests for further information, or follow-up information after report to County, when such request is made by County.

9. Contractor shall bear all expense or other costs associated with the Breach and shall reimburse County for all expenses County incurs in addressing the Breach and consequences thereof, including costs of investigation, notification, remediation, documentation or other costs associated with addressing the Breach.

F. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

1. Contractor may use or further disclose PHI County discloses to Contractor as necessary to perform functions, activities, or services for, or on behalf of, County as specified in the Contract MA-042-14010212, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done by County except for the specific Uses and Disclosures set forth below.

a. Contractor may use PHI County discloses to Contractor, if necessary, for the proper management and administration of Contractor.

b. Contractor may disclose PHI County discloses to Contractor for the proper management and administration of Contractor or to carry out the legal responsibilities of Contractor, if:

- i. The Disclosure is required by law; or
- ii. Contractor obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person and the person immediately notifies Contractor of any instance of which it is aware in which the confidentiality of the information has been breached.

c. Contractor may use or further disclose PHI County discloses to Contractor to provide Data Aggregation services relating to the Health Care Operations of Contractor.

2. Contractor may use PHI County discloses to Contractor, if necessary, to carry out legal responsibilities of Contractor.

3. Contractor may use and disclose PHI County discloses to Contractor consistent with the minimum necessary policies and procedures of County.

4. Contractor may use or disclose PHI County discloses to Contractor as required by law.

G. OBLIGATIONS OF COUNTY

1. County shall notify Contractor of any limitation(s) in County's notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Contractor's Use or Disclosure of PHI.

2. County shall notify Contractor of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect Contractor's Use or Disclosure of PHI.

3. County shall notify Contractor of any restriction to the Use or Disclosure of PHI that County has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Contractor's Use or Disclosure of PHI.

4. County shall not request Contractor to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Rule if done by County.

H. BUSINESS ASSOCIATE TERMINATION

1. Upon County's knowledge of a material breach or violation by Contractor of the requirements of this Business Associate Contract, County shall:

a. Provide an opportunity for Contractor to cure the material breach or end the violation within thirty (30) business days; or

b. Immediately terminate the Contract MA-042-14010212, if Contractor is unwilling or unable to cure the material breach or end the violation within thirty (30) days, provided termination of the Contract MA-042-14010212 is feasible.

2. Upon termination of the Contract MA-042-14010212, Contractor shall either destroy or return to County all PHI Contractor received from County or Contractor created, maintained, or received on behalf of County in conformity with the HIPAA Privacy Rule.

a. This provision shall apply to all PHI that is in the possession of Subcontractors or agents of Contractor.

b. Contractor shall retain no copies of the PHI.

c. In the event that Contractor determines that returning or destroying the PHI is not feasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon determination by County that return or destruction of PHI is infeasible, Contractor shall extend the protections of this Business Associate Contract to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as Contractor maintains such PHI.

3. The obligations of this Business Associate Contract shall survive the termination of the Contract MA-042-14010212.

CONTRACT NO. MA-042-14010212**ATTACHMENT F****CONTRACTOR SECURITY REQUIREMENTS**

Contractor assumes the responsibility for protecting the County's assets and maintaining their integrity, confidentiality, and availability.

Contractor shall be required to have formal, published IT security policies that address how it manages and maintains the internal security posture of its own infrastructures. 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.

Provide all security policies and procedures to the County for review and approval upon the County's request and, at a minimum provide said policies and procedures yearly for County's review and approval. All documentation shall be provided in electronic format for the County's review.

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

- **IT Staff Usage Agreement.** All Contractor employees performing services for the County shall sign and agree to an IT usage agreement as part of an overall security training and awareness program. At a minimum, Contractor employees shall sign a statement of understanding regarding Internet dangers, IT security, and IT ethics and best practices,
- **IT Security Policies and Procedures.** The Contractor shall provide its IT security policies and procedures for review by the County.
- **IT Operations Security Policy.** The Contractor shall provide for review by County its written standards for operational security for any facilities where County data, staff or systems shall exist. These documents shall 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.** The Contractor shall provide its policy for the safeguarding and management of all data provided by the County or accessed as part of system integration testing and maintenance. This policy shall, at a minimum, cover check-in, check-out, copy control, audit logs and separation of duties.
- **Security Incident Notification and Management Process.** The Contractor shall provide 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 County staff, data, or systems. This document shall 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 shall:

- Comply with all legal and regulatory requirements as they relate to the County's systems and data. These include, but are not limited to, the Health Insurance Portability and Accountability Act (HIPAA), SB1386 compliance, Payment Card Industry (PCI) Data Security Standards, and Sarbanes-Oxley (SOX).

- Bear the cost of compliance for changed security policies and procedures, unless such change is either unique to the County or customarily paid for by the Contractor's other customers.
- Comply with reasonable requests by the County for audits of security measures, including those related to ID 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 International Organization for Standardization (ISO) or SOX audits.
- Designate a single point of contact to facilitate all IT security activities related to services provided to the County. Such contact shall be available on a 7/24/365 basis.

Business Continuity / Disaster Recovery Plans

Third party vendors are required to 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) shall identify recovery strategies within the application service areas, outline specific recovery methods and goals, and provide the maximum time required to restore service

Backup and Restores

The Contractor is to provide its Backup and Restore Policy and Procedure which includes its 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).

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.

At a minimum, subject to the requirements of applicable law, such criteria shall 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 County facilities.
- **Background Checks.** In accordance with applicable law, the Contractor shall, 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 United States. or other relevant jurisdiction where the employee resides. Costs for background investigations will be borne by the Contractor.

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

1. Ensure that all Contractor service employees performing applicable services or supporting the Contractor's duties and obligations under a County Contract: (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.

IT Physical Security and Access Control

The Contractor shall establish processes and procedures that are, at a minimum, consistent with best practices.

Contractor employees are expected to:

- Comply with facility access procedures, including sign-in/sign-out requirements and use of assigned ID badges
- Scan ID badges 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 sign-in/sign-out requirements for materials and/or equipment
- Adhere to a facility's established emergency, safety and evacuation procedures
- Report any unsafe conditions to the facility's Department Safety Representative (DSR)
- Report any access violations or security threats to the facility's Local Security Administrator (LSA)

IT Security Compliance and Training

The Contractor shall ensure that all Contractor employees comply with security policies and procedures and shall 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 shall ensure that all Contractor employees are trained on security measures and practices. The Contractor will assume the cost to provide 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.

Ensure that all equipment used to provide services to the County is protected by antivirus software with the latest patches installed

Data Privacy

Encryption shall be used to protect data whenever technically possible.

Security Testing

The Contractor shall perform a series of steps to verify the security of applications to be defined. The Contractor is expected to:

1. Look for vulnerabilities at various layers of the target environment. In the lowest layer, the Contractor's testing team will 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 Contractor's testing team will 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 Contractor testing team will look for incorrect configuration, unpatched or enabled services, and other related problems on the target hosts.
3. Use a combination of tools, utilities and methodologies to review the various points of potential security failure.

This review will 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 illustrating best practices and security weaknesses
- Configuration host review of settings and patch versions, etc.
- Full code review
- Identification of well-known web server, code engine, and database vulnerabilities
- Identification 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

Deliverables

The following items are to be provided by the Contractor.

- Contractor risk acceptance / compliance statement
- Business Continuity Plan Summary (as related to service provided)
- SAS-70 Type II audit results (if applicable)
- Security Waiver form (if needed)
- Security Contact Identification (24x7x365)
- Contractor URL for its security policies
- Contractor URL for its incident management process

- ISO SOX compliance certificate (if applicable)
- Contractor access management policy (user IDs,, passwords, administrative controls, etc.)
- Contractor security test plan, test schedule and results
- Contractor access control and log management plan

Deliverables and Documents

As Contractor may be granted access to County proprietary information, IT staff, and systems; the County has outlined various deliverables and documents in relation to County data security that the Contractor must provide to the County within thirty (30) days of the start of any contract. The County shall review these deliverables and documents prior to final contract approval and the provision of actual access to the resources or transfer of any information related to the Contractor

Deliverables and Documents to be provided by the Contractor:

a. Staff Related Items

- Pre-Employment Screening Policy/Procedure
- Background Checking Procedure
- Ongoing Employment Status Validation Process
- Staff Roster and Duties

b. Security Related Items

- IT Security Staff Usage Policy
- IT Security Policies and Procedures
- IT Operations Security Policy
- Data Management Security Policy
- Document & Intellectual Property Management Policies
- Security Incident Notification and Management Process

c. IT Systems-Related Items

- BCP as it relates to Contractor systems and County data
- Policies related to data, tapes, and resources that will be removed from County facilities

EXHIBIT 1

**COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT CERTIFICATION
REQUIREMENTS**

In order to enhance the child support collection efforts of the County of Orange Family Support Enforcement, all Contractors are required to provide the following information as listed on the attached form:

- If the Contractor is an individual contractor: Name, date of birth, social security number, and residence address.
- If Contractor is doing business in a form other than as an individual: 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.

In addition, all Contractors must provide:

- A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees, and
- 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.

In order to comply with child support enforcement requirements of the County of Orange, within thirty (30) days of award of Contract, the Contractor agrees to furnish the required contractor data and certifications to the Deputy Purchasing Agent.

Failure of the Contractor to timely submit the data and/or certifications required above or to comply with all federal and state 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 the County shall constitute grounds for termination of the Contract.

EXHIBIT 1 (cont.)

**COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT
CERTIFICATION REQUIREMENTS**

- A. In the case of an individual contractor, his/her name, date of birth, social security number, and residence address:

Name: _____

DOB: _____

Social Security No.: _____

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 10 percent or more in the contracting entity:

Name: _____

DOB: _____

Social Security No.: _____

Residence Address: _____

Name: _____

DOB: _____

Social Security No.: _____

Residence Address: _____

(Additional sheets may be used if necessary)

EXHIBIT 1 (cont.)**COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT CERTIFICATION
REQUIREMENTS**

"I certify that ImageTrend Inc is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract MA-042-10013343 with the County of Orange. I understand that failure to comply shall constitute a material breach of the Contract and that failure to cure such breach within sixty (60) calendar days of notice from County shall constitute grounds for termination of the Contract."

*Signature** *Name (Please Print)*

Title *Date*

Company Name

Contract Number

*Signature** *Name (Please Print)*

Title *Date*

Company Name

Contract Number

***Two signatures required if a corporation.**